

Inver Grove Heights City Council

In Person Meeting and via Zoom (Hybrid Meeting)

Monday, May 24, 2021 at 6:00 p.m.

NOTICE TO RESIDENTS: If you are interested in participating on **Item 7. Public Comment**, please contact Rebecca Kiernan prior to this meeting via telephone (651) 450-2513 or email (rkiernan@ighmn.gov) to inform her - your name, address and to what you wish to speak on. 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, May 24, 2021, will be provided to the Council at or before the May 24, 2021, meeting. **Phone Number to Reach Meeting: 651-450-2471**

1. Call to Order

2. Roll Call

3. Presentations

4. Consent Agenda

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

- A.** i. Minutes from the April 10, 2021 Special City Council Meeting.
 - ii. Minutes from the April 19, 2021 Special City Council Meeting.
 - iii. Minutes from the April 26, 2020 City Council Meeting.
 - iv. Minutes from the May 6, 2021 Special City Council Meeting.
- B.** Disbursements for Period Ending May 18, 2021.
- C.** Consider Approval of Personnel Actions.
- D.** Resolution Approving Medsurety as the City's Third-Party Administrator (TPA) for certain benefit plans, including the HRA, HSA, FSA, COBRA and Retiree plans.
- E.** Resolution Approving Council Authorization to Execute an Updated Collective Bargaining Agreement with AFSCME.
- F.** Consider Approval of Two New Massage Therapist Licenses, Dawn Younkin and Mariah Smith for OyeSpa Inc., 7741 Amana Trail.
- G.** Consider Approval Authorizing Easement Acquisition for City Project 2016-13 - Cahill Trunk Drainage Improvements.
- H.** Approve the renewal of 20 advertising benches in the City of Inver Grove Heights.
- I.** Consider Resolution Approving Approve Custom Grading Agreement and Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, Oakbush 4th Addition (6124 Blaine Ave).
- J.** Consider Approval of Purchase Agreement for property located at 8296 Babcock Trail.
- K.** Consider Approval of Payment for Heritage Village Park Phase III.

5. Public Hearing

6. Regular

Community Development.

- A.** Consider Renewal of Rental License Applications (3).
- B.** Consider the Second Reading of an Ordinance Amendment to allow larger detached accessory structures on residential lots 2.5-5.0 acres in size.
- C.** Consider the Second Reading of an Ordinance Amendment to allow Market Gardens as a permitted use in the E-2, R-1, and R-2 Districts.
- D.** Consider the First Reading of an Ordinance Amending Inver Grove Heights City Code Title 5, Chapter 4 adding section related to Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit.

Administration

- E.** Consider Approval of Resolution Authorizing Hire of Brian Bierscheid as Interim Parks and Recreation Director.

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. Executive Session

10. 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.

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
SATURDAY, APRIL 10, 2021 - FIRE STATION #2 - 9200 COURTHOUSE BLVD**

****Hybrid In-Person and Zoom Virtual Meeting****

Call to Order and Roll Call:

Mayor Bartholomew called the meeting to order at 8:30 AM in the training room at the IGH Fire Station #2, 9200 Courthouse Boulevard. Those present included Mayor Tom Bartholomew, City Councilors Gliva, Murphy, Dietrich, Piekarski Krech, and staff present included Heather Rand, Judy Thill, Amy Hove, Eric Bergum and remotely Klay Eckles and government affairs consultant Katy Sen.

The pledge of allegiance was said in unison by those present and then Mayor Bartholomew welcomed attendees. Interim City Administrator Heather Rand led those present in a mapping exercise designed to familiarize each other with the many ways they interact with physical sites in the IGH community and to also become more comfortable with using the electronic white board technology of the training room.

The city's government affairs consultant Katy Sen remotely provided an update of the status of the Minnesota Legislative Session and IGH legislative priorities.

City Department Heads provided those present with verbal presentations on their respective departments' short term strategic objectives. Police Chief Chiodo was not in attendance due to a schedule conflict, so a video recording of IGH Police Department short term strategic objectives from the Chief was played for those present to listen to.

Each city councilor provided brief verbal comments as to their thoughts on short term strategic objectives. It was determined that an additional Leadership Summit meeting with city councilors and department heads should be scheduled soon to continue the discussion and finalize short term strategies and also begin to discuss a process for updating the longer-term city vision often referred to as the 5-year Strategic Plan.

Adjourn:

City Councilor Murphy then moved to adjourn the meeting and City Councilor seconded the motion to adjourn. All voted in favor and the meeting was adjourned at 11:43 AM.

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
MONDAY, APRIL 19, 2021 - 8150 BARBARA AVENUE**

****Hybrid In-Person or Zoom Virtual Meeting****

A. Call to Order and Roll Call:

The City Council of Inver Grove Heights met in a Special Session on Monday, April 19, 2021, in the City Council Chambers. The Pledge of Allegiance was recited. Mayor Bartholomew called the meeting to order at 1:09 p.m. Present In-Person were: Council Members: Piekarski Krech, Dietrich, Gliva, and Murphy; Interim City Administrator/Community Development Director Heather Rand, and City Clerk Rebecca Kiernan. Also in Attendance: (In Person) Sharon Klumpp, Director of Public Sector Executive Recruitment, Baker Tilly, US, LLP.

1. Presentation by Sharon Klumpp, Director of Public Sector Executive Recruitment at Baker Tilly US, LLP, of the draft Inver Grove Heights City Administrator Profile for City Council consideration and approval.

Sharon Klumpp, Director of Public Sector Executive Recruitment, Baker Tilly, US, LLP. stated the Council has a copy of the updated recruitment brochure. She asked if the brochure meets Council needs, once it does, advertising can begin. One item for discussion is the salary used in the recruitment. She stated at the Interim City Administrator's suggestion, since there are three searches: the pay for the City Administrator, Director of Public Works, and the Parks and Recreation Director all use information from the League of Minnesota Cities Salary Survey for 2020. The timeline:

- Proof brochure by April 23rd
- Advertising would begin on April 26th

If able to approve prior to the above dates, advertising would begin right away. The process:

- Information was used from the most recent Police Chief search
- Pulled information from the City Website about the City Council
- Used the job description to pull out different elements of the City Administrator responsibilities
- Put together the desired capabilities and leadership opportunities based on discussions with the Council
- Had a discussion with City Department Heads

Information in the brochure would be covered page by page beginning with Page 1 for Council comment or questions.

Councilmember Piekarski Krech referenced the portion discussing Inver Grove Heights Days and asked to make it clearer that the Inver Grove Heights Days Committee is made up of local volunteers. The City is not involved in the actual organization of the event. Credit goes to the volunteers.

Ms. Klumpp stated on Page 2, the budget number was run by the Finance Director. Everything else should be standard.

Mayor Bartholomew referenced the amount of \$60 million dollars stating he thought they had \$65 million dollars. He stated if the Finance Director worked with this amount, he was fine with it. Ms. Klumpp responded they checked with the Finance Director.

Mayor Bartholomew referenced the City Employee Staff of 151 full time. He stated there is a large contingency of part time that he wondered if they should make the Candidate aware of. There is a lot of seasonal employment. Ms. Klumpp responded she was unsure what number to use. The last time this went out it said 400-500 part time and seasonal workers. With the Pandemic there may be things they are not doing; she was unsure what kind of number to use. She questioned if an actual number or an average should be used. Mayor Bartholomew

responded it could state a very large part time seasonal contingent. Ms. Klumpp suggested stating a "significant contingent".

Ms. Klumpp stated on Page 3 they tried to explain about the position.

Councilmember Murphy asked if a few more adjectives could be added when describing the Community, he felt it would be helpful.

He stated under Organization, he would like to see language around the Council endeavoring to set the vision of the Community. He questioned if language such as "makes laws, set policy, adopt budget" was needed. He would like to see language around visioning if other Councilmembers agreed. Mayor Bartholomew responded he was not opposed. Ms. Klumpp responded she liked the addition of "sets the vision" because there are times when doing interviews one of the questions that concerns her is people would look at the City Administrator and ask what their vision is. She stated the City Administrator's role is to help articulate that vision and execute it.

Ms. Klumpp stated she would make all suggested changes and send it back to the City Council.

Ms. Klumpp asked Councilmember Murphy for adjectives or items he would like to see under Community. Councilmember Murphy responded for example, there are three School Districts, they could add thriving, growing, or vibrant.

Ms. Klumpp referenced the Community section stating she may re-order the paragraphs. She may discuss Employers in the second paragraph. Recreation, Veteran's Memorial, the Community Center, and School Districts in the fourth. Council agreed to the suggestion.

Councilmember Murphy asked if this was specific to the City of Inver Grove Heights based on feedback or if it was standard for the position. Ms. Klumpp responded this was more standard for the position. It gives a preamble to the position in the first paragraph. Every single item is not listed under duties but picked the larger of the work the Council would like the City Administrator to do.

Mayor Bartholomew referenced Organization, when talking about the Councilmembers and primary duties, he suggested adding "responsive to the residents of the City" which brings an understanding of having a close connection with residents.

Ms. Klumpp stated Desired Capabilities is taken from what she has heard from the City Council. The first thing includes their statements. This represents things of importance and portrays expectations for the next City Administrator.

Councilmember Murphy suggested with this page, mentioning residents a bit closer to the top of the page. Ms. Klumpp responded she moved "Creative Leader and someone who is a Champion for the City" first because there seemed to be a strong theme around it. She stated there was some discussion about "not the status quo", they want someone who will come in and bring fresh eyes, listen to people, look and make changes. She suggested moving it ahead to the third bullet space. Council agreed.

Councilmember Gliva asked where this would be posted. Ms. Klumpp responded it would be posted in many different places:

- The best place is the International City/County Management Association.
- It will be sent out on ListServe to members of the Minnesota City/County Management Association.
- Posted on the League of Minnesota Cities website.
- Will look at several different State websites to post on, one of which would be Illinois. Wisconsin is another.

- Careers in Government. It would be National, State, and Regional.
- A mailing list is generated of a large number of City Managers, City Administrators, and of similar populations or higher in the event there is a Deputy City Manager in a larger City who may have an interest.

She stated Council would be notified when they give the semifinalist report. Council will know how many people this was sent out to.

Councilmember Gliva stated she asked because there was discussion about including residents. She asked if residents would see this. Ms. Klumpp responded this would be on the City website.

Councilmember Murphy referenced the first bullet point that states "A creative leader who can be a champion for the City". He asked about adding "untap it's potential". Ms. Klumpp responded "untapped" is in terms of the growth potential. She did not feel the need to have it in there. Councilmember Piekarski Krech suggested "facilitate its potential". She stated there is a lot of potential here that has not been delved into yet. What is needed is to get going on that potential and get it out there. Ms. Klumpp stated she could discuss "facilitate it's potential". She commented that sometimes people look at this as it is the responsibility of a City Administrator to help with Community building, its dynamic. To facilitate Community building would be another way to look at it.

Mayor Bartholomew referenced under "Desired Capabilities", "effective communicator who welcomes questions". He commented when having discussions with Staff, residents, and Councilmembers, there is a need to expand on just welcoming questions. Not only do they welcome questions but do their best to answer them with insight and knowledge instead of answering with this is the way we have always done it. It is used as a teachable moment. He suggested it be more than just welcomes questions. Councilmember Piekarski Krech stated something more that keeps the conversation focused. Mayor Bartholomew stated a problem they run into is so many times they hear in meetings "this is the way it is done; this is the way it has to be done". They need to talk about the reason why it is done, not because it has always been done this way. It has done this way because this is the best practice. He stated it not only welcomes questions but takes the time to explain why. Councilmember Piekarski Krech suggested "keeps the conversation focused on best practices".

Ms. Klumpp referenced the next page of the brochure where the following items were addressed:

- Discusses what the leadership opportunities are.
- Things expected to work on. She stated from discussion the Council/Administrator relationship is a priority. Working collectively, being certain of rules and responsibilities. She commented when working with City Councils over the years her sense is once there is a different composition on the Council, there is a discussion of rules and responsibilities. It takes into consideration where things are and what is important. She sees that as a dynamic conversation and where this began.
- The City Administrator takes on the responsibility of trying to help the Council reach a consensus. It does not mean all will always agree, but tries to work with people, get the best solution, and bring it before the City Council for discussion and votes.
- There was discussion about options and recommendations. Someone who can give the Council the substance of research and thought which helps the Council with decision making.
- Making sure everyone gets the same information at the same time.
- Strategic Direction, goes to the vision. Makes sure it stays in front with short- and long-range plans, someone is bringing energy to get them done.
- Organizational Development. There were a lot of comments about Staff and Council teams working together. Tried to define that as something someone would be working on in the position to create cohesion.
- Values, collaboration, teamwork, and respect were listed and came up frequently.

- Vacancies in other positions was listed as a part of the organizational context.
- Community Building was another item addressed. Out in the Community building trusting relationships and having regular communication. Not a once-a-year thing.
- The City Administrator should be more active in professional, regional, and various State Organizations. That type of interaction is very important. They are out, hearing different ideas of what others are doing and bringing it back to the City. Doing this gives Inver Grove Heights more visibility. She likes seeing more visibility for the Community in those Organizations.
- Economic Growth is important. What is done to make the City more of a business-friendly place. She takes that to mean time is money, how is it being streamlined, work with people, share what is needed to be aware of, what to do to improve our situation for economic growth.
- Modernizing Administrative processes. Looking at processes or looking at what is needed to be done to update technology. If growing, to be looking ahead at what is projected for Staffing needs. Understand what that would look like. This way on an annual basis, it is not surprising. There is a plan about what it means. This comes in a projected manner.

Councilmember Murphy stated this was a great page. He commented that he gets the impression there are some City Administrators/Managers that like to be in the office, some like being out of the office. He referenced Community Building and asked if verbiage was needed for striking a balance between the two. Ms. Klumpp responded it depends, they would not want anyone to read that last sentence and say they could spend all of their time doing this, or that. She felt it was something she would see more as an interview question. She questioned with the different demands, how balance is struck, how does one know when they are out of the office too much, or in the office too much.

Councilmember Dietrich thanked Ms. Klumpp stating this page was very well put together.

Ms. Klumpp continued:

- Under Qualifications and Experience, this closely follows the job description. "The successful Candidate will demonstrate..." was added. She suggested discussing a master's degree stating there are times when they get an Administrator who has a bachelor's degree and lots of experience. She stated with an equivalent combination of education and experience, she would look at someone with a bachelor's degree, but would want to see more than five years of experience. It could be changed to say a bachelor's degree is required; a master's degree is preferred.

Councilmember Piekarski Krech liked the master's degree required better. If having tons of experience and have proven capabilities, it can be considered. Ms. Klumpp responded with people who have bachelor's Degrees, she would be looking at something along the order of seven years.

- Pulled out that there would be a record of successful and ethical leadership and a passion for Community Building.
- Discussion about a collaborative management style.
- Deep familiarity with Municipal Services and Administrative functions including Finance and Human Resources.

Councilmember Murphy stated it was mentioned that it is preferred to have five years of experience. He asked if someone had three years and a master's degree in a City this size, if the extra two years makes a big difference. Ms. Klumpp responded sometimes she says "considerable". She tries to look at it all. When going over all Applicants she makes sure she is being fair and giving everyone a chance to go to the next step. She said it could state "considerable" meaning they would not look at putting someone out if they had five years. Sometimes there are people who have transitioned into Local Government from something else, years can sometimes be an impediment. She stated they may want to change the five years and place "considerable" there and have more

flexibility. Councilmember Murphy asked if that affects the process. Ms. Klumpp responded it does not. It is not known what they are going to get.

She commented she recently worked with a Community who wanted a bachelor's degree stated, nothing else. They had someone who had worked for them long ago, applied, but did not have the bachelor's degree. It was determined the business wanted the person added in, so they were added. She stated they did not hold off, there were reasons the Community wanted that person included. Its flexible. She would work with the Council on what makes the most sense. She could work with five years, or considerable. Five makes it consistent with the job description. Mayor Bartholomew responded that was the reason he preferred five years, it showed consistency. Ms. Klumpp stated if she sees someone that needs to be looked at, she could count them in. Councilmember Murphy stated it sounded like flexibility was built in, which was his biggest concern.

Ms. Klumpp discussed Compensation stating with the data provided, they are seeing an average of comparable Cities. In 2020 they were looking at a salary of close to \$164,000. They would also look at what happens with aging salaries, where the Salary Survey advances with respects to inflation or other factors. That came up to \$167,379. The former City Administrator's salary was between \$162,000-\$163,000. She stated the position would probably need to be about \$170,000 to \$172,000, or even \$175,000. They want to get somebody good, want to make sure pay is not the reason they do not look at the job. Pay is set by the City Council in the final analysis, she would work with Council about that. People will be asked where they feel they need to be from a salary requirement standpoint. That information is shared with the Council at the time they receive semifinalist.

Mayor Bartholomew prefers staying within the \$167,500 range. He does not want someone who is interested in the money, he wants someone interested in the position, willing to work with the Council, help the Community, and be a team member. He commented if focusing on the difference between \$167,000 and \$170,000 his thought was perhaps, they do not belong here. He suggested staying with \$167,000. Councilmember Piekarski Krech asked where this fits in the City Salary. She commented whatever is done with the City Administrator affects everything down the line. The salary schedule could be skewed. Ms. Klumpp responded she was unsure what the maximum was/is. The former City Administrator was at \$162,000/\$163,000. The questions are whether or not he was at the maximum. Councilmember Piekarski Krech suggested looking into that. If going outside of where the pay currently sits affects everyone, all salaries would be affected. She stated it is State Law. Ms. Klumpp responded part of the reason she asked the question is for that reason, it has other impacts. There are other things they could get into with negotiations to make it work, like relocation, or car allowance. She stated this year's Local Government salary cap based on the Governor's Salary is running about \$181,000 or \$182,000. Councilmember Murphy asked where the information can be found. Ms. Klumpp responded the League of Minnesota Cities Salary Survey. Councilmember Piekarski Krech stated the Human Resources Manager has the information.

Mayor Bartholomew asked if they were at their limit with the range for City Administrator. He thought there were two more bands, but suggested sorting it out. Ms. Klumpp stated she would like to see what the 2021 number is. She would like to see them a bit closer to \$170,000 but understood. It could be put out there but does not have to be there. She suggested getting the 2021 salary base information and go from there. She stated they have to look at what they need to do to encourage Applicants to come and see this as a good Community. With internet and websites, Candidates are doing an incredible amount of research. For example, she did interviews last week with the Council present, and a Candidate made the comment that he had not met them all before but has watched so many videos he felt like he knew them. She stated they are trying to align the job, salary, and information about the City, so Candidates want to come and see the opportunity.

Councilmember Piekarski Krech questioned "the starting salary for this position is up to". Ms. Klumpp responded it should say depending on qualifications. Councilmember Piekarski Krech agreed with that addition. Residency

is not required. Mayor Bartholomew suggested setting a mileage limitation, he does not want to see someone putting in 50 miles every day. He asked if it could state "an ideal Candidate be within 30-35 miles". Ms. Klumpp responded State Law does not allow talk in terms of residency. She stated there could be conversations about it. Mayor Bartholomew agreed. Ms. Klumpp stated there are times when the City Administrator would be present during the week but away on weekends, such as at a Cabin. She tries to weigh that, meaning the person would not be available, what does it mean, and what are the expectations. Mayor Bartholomew stated he would hate to bring in a good candidate and after 24 to 36 months it is determined to be too long of a drive, they can no longer do it. Ms. Klumpp responded she has conversations with people about this.

Interim City Administrator Heather Rand stated she would check with Human Relations and share the information with Ms. Klumpp. She commented the two Interim positions, Public Works and Parks and Recreation, as Consultants, have indicated to her they have concerns about the City recruitment opportunities and current salary range proposed. She stated she asked Ms. Klumpp for the information from the League of Minnesota Cities last Salary Survey to have something to go off of. There are also comparable Cities. This is a City in growth mode. She stated the salary information provided to the Council from Ms. Klumpp is from 2020. Ms. Klumpp referenced the information stating the first average number is for 2020, then there is an aged average. The aged average is where it is coming from if applying months ahead. The survey comes out again in about June or July.

Ms. Klumpp stated the amount of \$163,911 for the City Administrator is 2020, \$167,379 is aged where it would be more in line with 2021 salaries.

Mayor Bartholomew asked the Interim City Administrator if she could request Human Resources send the current band and class compensation to Council Members.

Ms. Klumpp discussed the timeline:

- She stated her Colleague, Michelle, put in May 21. She has May 28th on her own timeline. If there is any way they can make the changes and get it back to the Council so it can be looked at within so many hours, and get HR information, they may be able to get this out the 22nd.
- Has the 23rd to confirm everything but felt they could get closer to the 21st date. It does not need to be out to May 28th.
- Looking at getting out there to do recruitment at the time ads are placed.
- Late May/mid-June to screen applications, supplemental reviews, video interviews, talk with the Candidate and ask questions. Candidates are not brought forward until they have been spoken with about their interest in the position.
- Council receives materials around June 18th.
- Select finalists on June 28th.

She stated this could be done sooner, it depends on how much time Council needs to look at Candidate materials and review videos. This can be adjusted as they move forward.

- Background/Records checks, and references done by June 9th.
- Finalist report to the Council on July 12th.
- Interviews done between July 14th to 20th.
- To Be Determined:
 - May want to do a second interview. (Optional)
 - Can work with the Employment Offer.
 - Work on the terms and provide them to the City Attorney.
 - City Attorney provides the Council with the Employment Agreement.
 - Employment Agreement goes before the City Council.
- As it is currently laid out this could run into early August.

Mayor Bartholomew asked for a brief discussion on how they get to receiving the semi-finalist report. He asked if that was strictly Baker Tilly or if there was input from Staff. Ms. Klumpp responded the Council will receive a semi-finalist book including:

- Cover Letters
- Resume's
- Includes questionnaires similar to an essay. The second questionnaire is on due diligence which covers whether the person has been terminated, received a severance, or received discipline. The only problem is when the Candidate does not acknowledge or admit. Disclosure should come from the Candidate.
- There will also be an Internet Scan and a Nexus search.
- Videos
- Provides what is found through the Scans, which are public information.

She stated it comes down to how long it takes the Council to review the information.

- There would be a discussion with the Council and see where things are at with who they want to bring in.
- Look at the semifinalists and paring it down. Becomes public information.
- Would go back and make sure they have background record checks and references. Not all background record checks are shared with the Council, but if something is found the Council would be notified.
- The Council will be provided with the background records check for the person selected. If there is an issue, they ask the Candidate to put something in writing.

She stated there are interviews:

- It is the Council's decision on whether one or two are needed. This is not something the Council needs to tell her at this time.
- As done previously, Department Heads are involved. She stated it is important because the person coming in will want to have the confidence that they would work well with Staff and the City Council.
- During the Police Chief process there was a Community Panel. One may be wanted for this position.
- Feedback is received and provided to Council.

Councilmember Dietrich asked about discipline and asked how it was quantified since it is generally private data. Ms. Klumpp responded she does not see it very often for a City Administrator Candidate. She sees it a lot with Public Safety. If it comes up, they will need to understand the severity and context. Councilmember Dietrich stated the Applicant would have to bring the information to light, otherwise that type of information cannot be retrieved. Ms. Klumpp responded the way it was retrieved is backgrounding that is more in-depth than provided here. There is the ability, someone would have to be identified to assist to going into Personnel records.

Mayor Bartholomew stated further information can be submitted to the Interim City Administrator.

Ms. Klumpp stated once Council has the information, responses should be to her solely, not to "reply all".

2. Consideration of adding a request to MN Legislature and State for project planning and feasibility study funding to explore the feasibility of developing a South Metro Amateur Sports Complex in the cities of Inver Grove Heights and Eagan, MN to Legislative priorities for 2021-2022.

Interim City Administrator Rand stated Staff is requesting the Council make an Amendment adding this request to the Minnesota State and Legislature for additional funding to explore the feasibility of the City of Inver Grove Heights and Eagan being potential locations for a future Minnesota Amateur Sports Facility, either indoor or outdoor. She stated it has been suggested by the Minnesota Amateur Sports Commission, appointed by the Governor, that there are needs for additional facilities in the Twin Cities Metro Area. Having a facility close to the

Minneapolis/St. Paul Airport and south of Minneapolis and St. Paul would be preferable in the future for those reasons.

She stated the Mayor and herself has met with the Eagan Mayor and the City Administrator for discussion about this potential. Staff suggests the Council authorize adding a request for pursuing a feasibility study with State Funds (no City Funds). She commented she has been asked where this would be located and what the specifics were. The response to that is unknown. Staff needs to work with the Minnesota Amateur Sports to determine what their needs are. Potential properties can be identified, likely privately owned. She stated in her conversations with the City of Eagan, the desire would be co-located with some in the City of Inver Grove Heights and some in the City of Eagan. If these facilities are constructed in the future by the State of Minnesota, there would be great commercial growth development opportunities in surrounding areas.

Staff recommends this be included as a Legislative Priority for Calendar Years 2021/2022. They are already well into this Legislative Session, it is possible if making the request and a Bill is introduced, there may still be funding this year. Not from a Bonding or Capital Investment Bill but could show up in a House or Senate Finance Bill for a various Department.

Mayor Bartholomew stated he felt this to be a good Amendment and would support it.

Motion by Dietrich second by Murphy to approve Consideration of adding a request to MN Legislature and State for project planning and feasibility study funding to explore the feasibility of developing a South Metro Amateur Sports Complex in the cities of Inver Grove Heights and Eagan, MN to Legislative priorities for 2021-2022.

Ayes: 5

Nays: 0 Motion carried.

3. Discussion related to the scheduling a City Council and Department Head Leadership Summit Meeting to discuss short term strategic objectives.

Interim City Administrator Rand stated on April 10th the City Council and Department Heads last met and discussed Strategic Objectives short term for the next 12 months. Staff would like to continue the discussion within the next 30 days to bring about resolution and make sure they are all working on the same page. Further discussion is needed on updating the five-year Strategic Vision and Plan. Department Heads were asked for their availability and Saturday morning, May 22nd from 8:30 to 11:30 was one option. Councilmember Piekarski Krech responded that day does not work for her. Interim City Administrator Rand stated another date suggested was Monday, May 17th but the Finance Director will be unavailable that day and she was uncertain about the Interim Public Works Director. She stated the Council could give her some dates and she could consult with Department Heads.

Mayor Bartholomew stated he was pretty open for May with the exception of the Memorial Day weekend. Councilmember Gliva asked if anyone was opposed to meeting during the daytime. Interim City Administrator Rand responded early afternoon on a weekday may work for Council. She would send out a survey to the Council after checking with Department Heads on their availability. Mayor Bartholomew suggested keeping a start time of 1:00.

B. ADJOURN:

Motion by Piekarski Krech second by Gliva to adjourn the Special Session at 2:21 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, APRIL 26, 2021 - 7:00 P.M. - 8150 BARBARA AVENUE**

****In Person Meeting and via Zoom Video Conferencing (Hybrid Meeting)****

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, April 26, 2021, In Person and via Zoom Video Conferencing (Hybrid Meeting). Mayor Bartholomew called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Bartholomew, Council Members: Piekarski Krech, Gliva, and Murphy; City Clerk Kiernan, Interim City Administrator/Community Development Director Rand, City Attorney McCauley Nason, and Police Chief Chiodo.

Present via Zoom Video Conferencing/Phone: Council Member Dietrich: Information Technology Manager Gade, Civil Engineer Moser, Associate Planner Botten, City Planner Hunting, Assistant City Engineer Dodge, City Engineer Kaldunski, Interim Public Works Director Eckles, Finance Director Hove, Fire Chief Thill, and Interim Parks and Recreation Director Oyanagi.

Also Present In Person or via Zoom/Phone: (In Person) Steve Soltau, Builders Lot Group; Nick Lorentz, Kiehm Construction; John Molinaro, Pioneer Engineering; Erin Jordan, SEH; Bob Mahacheck, Alliant Ventures LLC.; Tim Netzel; Darryl G.; Eric Luth.

3. PRESENTATIONS:

Mayor Bartholomew stated on behalf of the Council, this past year has been a very difficult time. The safety of everyone in Inver Grove Heights was top priority. He expressed gratitude to Police Chief Melissa Chiodo and the City Police Department and acknowledged them for protecting our Community during this past year. We are lucky to have an outstanding group of Police Officers and Command Staff here in our City. He stated we appreciate them and all they did to prevent further tragedy and violence. He thanked them for holding themselves to the highest standards of fairness, respect, and equality and for being a positive force in our Community.

He stated our Police Force was part of Operation Dakota Shield, a larger coordinated effort by County and Regional Agencies to keep our Communities peaceful this last year. He is pleased to report that Operation Dakota Shield came to an end last week. Officers can finally get out of emergency mode, which meant long shifts, no vacation, and no sick leave for much of the past 12 months. They can start to resume normal operations in Inver Grove Heights.

He stated part of returning to normalcy is the plan to recognize National Police Week next month with our first Police Open House. It will be an outdoor event at City Hall on May 12th from 3:00 to 7:00 p.m. All are invited to come and meet the Officers, have refreshments, and say hello to K9 Chase. He has been told there would be a Dunk Tank. He looks forward to seeing all there.

He looks forward to all working together this year. He thanked the terrific Fire Department, Public Works, Administrative Staff, City Leadership present, and residents. As the City continues to move ahead, we are all here to create and sustain the kind of Community we want to live and work in. He thanked everyone and thanked again, the Inver Grove Heights Police Department and residents.

4. CONSENT AGENDA:

A. Minutes from the March 22, 2021 City Council Meeting.

B. Disbursements for Period Ending April 20, 2021. **Resolution 2021-118**

C. Consider Approval of Personnel Actions.

D. Consider **Resolution 2021-119** resolving typographical error in Ordinance No 1405.

E. Motion to Authorize City Attorney Execution of Tolling Agreement Regarding Threatened Inverse Condemnation and Flooding Claims re PID## 20-00500-31-010 and 20-00500-32- 010.

- F.** Consider **Resolution 2021-120** Receiving Feasibility Report, Ordering Project and Authorizing Preparation of Plans and Specifications for City Project No. 2021-08 - Southern Trunk Watermain Improvements.
- G.** Consider **Resolution 2021-121** Awarding Contract for City Project No. 2021-01 - NWA Trunk Utility Improvements for Future County Projects of Argenta Trail (2016-05) and 70th St. (2015-08).
- H.** Consider **Resolution 2021-122** Approving Permanent Drainage and Utility Easement and Temporary Easement for Construction purposes for City Project No. 2021-01 - NWA Trunk Utility Improvements for Future County Projects of Argenta Trail (2016-05) and 70th St. (2015-08).
- I.** JIM & LORA KRECH - Consider the following requests for property located at 2585 - 62nd Street:
1. A **Resolution 2021-123** relating to a Preliminary and Final Plat to be known as Oakbush Fifth Addition.
 2. A Vacation of drainage and utility easements within Lot 4, Block 1, Oakbush Second Addition, Lot 2, Block 1, Oakbush Third Addition and Lot 1, Block 1, Oakbush Fourth Addition. **Resolution 2021-124**

Motion by Dietrich second by Murphy to approve the Consent Agenda.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:

A. Public Hearing to Consider the Application of an On-Sale, 2 a.m., and Sunday Liquor License for Los Portales Bar & Grill, 5816 Blaine Ave.

City Clerk Rebecca Kiernan stated this is for approval of an on-sale 2:00 a.m. Liquor and Sunday Liquor License for Los Portales Bar & Grill located at 5816 Blaine Avenue, in the former El Azteca Restaurant. Three Licenses have been applied for. The Police Department conducted the background investigation on the Applicant and found no basis for denial. Fees and Certificate of Insurance have been received. The Public Hearing was published in the April 11th issue of the Pioneer Press Newspaper. Staff recommends approval of all Licenses. She stated actual issuance of the License would be contingent upon fulfilling all requirements to hold on-sale 2:00 a.m. and Sunday Liquor License through the Minnesota Alcohol and Gaming Enforcement Division and satisfactory inspections approvals from the Fire and Building Departments. A Public Hearing needs to be conducted. She stated the Applicant is not in attendance but has a second Restaurant in Minneapolis and he seems to be very upscale.

Motion by Piekarski Krech second by Gliva to close the Public Hearing at 7:06PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Gliva to approve the Application of an On-Sale, 2 a.m., and Sunday Liquor License for Los Portales Bar & Grill, 5816 Blaine Ave., contingent upon meeting all necessary regulations.

Ayes: 5

Nays: 0 Motion carried.

B. Public Hearing to Consider a Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for City Project No. 2020-06 Good Samaritan Pond (1301 50th Street). Resolution 2021-125

Civil Engineer Jake Moser gave a Presentation for City Project 2020-06 Good Samaritan Pond Outlet located at 1301 50th Street:

Project Overview:

- Located near the intersection of Highway 3 and Mendota Road.
- Called Good Samaritan Pond because its partially located on the Good Samaritan and Southridge Mall property.
- Public Stormwater Basin within a public drainage and utility easement.
- Identified in the Stormwater Management Plan as Regional Basin T-8.
- Receives stormwater from the surrounding highly developed area down by the watershed boundary.

- Project is to replace the pond outlet pipe. Located in the drainage and utility easement on Good Samaritan property.
- Previous Council action:
 - Received the Feasibility Report on March 8th
 - Began the Public Improvement Hearing and continued it to tonight's meeting

Project Need:

- Existing pipe constructed in the 1960's has collapsed.
- A sinkhole is appearing on the Good Samaritan property.
- Old steel pipe under the sinkhole area has collapsed.
- There is an existing concrete control structure on the upstream side that is prone to frequent clogging. Requires Staff to remove debris from it.
- Proposed project is to replace the failing pipe with a reinforced concrete pipe and control structure to current standards.

Proposed Improvements:

- Outlet Control Structure:
 - Modern outlet control structure.
 - Manhole style structure. This would reduce maintenance and clogging.
 - Would have a valve to allow the pond level to be drawn down for maintenance.
 - Pipe would be replaced with a 48" reinforced concrete pipe sized to serve the existing impervious area.
- Outlet Stabilization on the downstream size.
 - Would reduce the 100-year high water level.

Project Cost and Funding:

- Estimated Total Project Costs: \$336,293
- Construction: \$262,729
- Contingency: \$26,272
- Legal, Engineering, Administration, Financial (LEAF): \$47,291
- Total Project Funding: \$336,293
- Special Assessments: \$160,592
- Stormwater Utility Fund: \$175,701

Preliminary Assessments:

- Proposed Funding: Based on recommended:
 - 50% Assessments.
 - Calculated based on the stormwater runoff increase from parcels in a 100-year rainfall event.
 - Calculated uniformly in relation to property class.
 - All properties were assessed in the same manner for all properties.
 - 50% funded through the Stormwater Utility Fund.
- Wide range of assessments from \$1,642 to \$76,706.
- Amounts vary based on the runoff value impact each property contributes.
- Existing stormwater systems are credited for volume reduction. The only parcel that has a volume reduction is LaMettrey's owned by J&R Inver Grove Heights. They have an underground infiltration system that reduces their runoff contribution.
- Final assessments to be based on bid prices.
- Assessment term and interest rate set by City Council (10-year term, which is typical).

Tentative Project Schedule:

- Tonight's Meeting (April 26th, 2021) Hold Public Hearing. Order project, plans, and specifications.
- Staff would present to the City Council at the May 10th regular meeting for plan approval and authorize bidding.
- Month long process while bids are publicly bid.
- Bids received June 15th.
- Council would be asked at the June 28th meeting to accept bids and schedule Assessment Hearing.
 - Final proposed assessments would be in hand.
- June 15th, one more Stakeholder meeting would be held between Staff and affected parcels.
- Hold the public Assessment Hearing and Award the Project on July 26th.

- Construction begins late August and completes this fall.

Recommendations:

- Hold Public Hearing.
- Adopt Resolution: Order Project 2020-06 and authorize preparation of plans and specifications.

Mayor Bartholomew asked if all questions asked by Representatives have been answered. Civil Engineer Moser responded yes, there has been dialog with several properties who have larger assessments. Information about how assessments are calculated was shared with property owners.

Motion by Gliva second by Piekarski Krech to close the Public Hearing at 7:17PM

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Murphy to approve Resolution 2021-125 Ordering Project and Authorizing Preparation of Plans and Specifications for City Project No. 2020-06 Good Samaritan Pond (1301 50th Street).

Ayes: 5

Nays: 0 Motion carried.

6. REGULAR AGENDA:

Community Development:

A. Consider Approval of Rental Renewal License with conditions.

Interim City Administrator Heather Rand stated Council is asked to consider a Rental License for property located at 6930 Crosby Avenue. The property has had a Rental License for approximately two years. Application was submitted to the City. She stated background checks were conducted on the management and checked for a record on nuisance calls. Over the last two years this property has had 21 nuisance calls, many of them drug and criminal activity related.

She stated Staff would like the opportunity to work with the management team to determine how to limit those types of calls going forward. Council has a Resolution to approve the License with conditions:

- The rental organization start complying with "Crime Free Lease Addendums". If breaking the law, you get evicted.
- The rental would be subject to the Excessive Police and Nuisance Enforcement Ordinances. Defined in Chapter 15 of the City Code.
- The owner of the property should cooperate with the Police Department to resolve drug and other illegal activities.

She stated the Public Hearing is an opportunity for the Applicant to have dialog with the City Council. City Code allows the Council to approve the License without conditions, deny the License, approve the License but with reasonable conditions (Staff's recommendation), or approve the License as provisional (short term, all revisit the issue). She stated Jake Mildon, representing Twelve Thirteen Properties, LLC., is in attendance.

Mayor Bartholomew commented they are requesting as a condition, they verify in writing, an Oath requiring Minnesota Crime Free Leasing Addendum or it is equivalent. He asked if the Ordinance allows for that or are in violation. He asked if this Amendment was described in the Ordinance. City Attorney Bridget McCauley Nason responded City Code Chapter 13, dealing with Rental Licenses, currently requires a Crime Free Lease Addendum be a condition of issuance of a License. All Landlords are supposed to be including this information with their Leases. This condition ensures verification the Landlord has been requiring Crime Free Lease Addendums. It is a reiteration of an existing License Condition.

Councilmember Murphy asked if a Crime Free Lease Addendum makes it easier to evict someone. City Attorney McCauley Nason responded yes, it makes any violation of the conditions a material violation of the Lease and good cause for termination.

Councilmember Dietrich was concerned about what would motivate them to have less calls on Public Safety. It does not appear they have in the past. She asked if the management company was aware and how it got so far off track to begin with.

Police Chief Melissa Chiodo responded a bigger discussion needs to take place. She was called today by Supportive Housing Services that contracts out clients to this house. Between the owner of the property and Supportive Services, the interactions were happening in a bubble and the Police Department was not made aware. Police would respond to calls anytime there was a problem. There was never a reach to learn how to work with the Police Department to be a good steward in the Community. She stated in her discussion with Supportive Services she was told the owner has worked with them on problems, but never brought them to Police attention. Community members were concerned because they saw the Police there so often, they brought it to the attention of a Councilmember who brought it to the attention of the Police Department.

She stated the City enacted an Ordinance for Nuisance Properties or Excessive Consumption of Police Services before she began as Police Chief in the City. The Ordinance was put in place by Employees that are no longer in the City without any way to track or follow. Now that it has come to their attention, one of the items they are working on is how to track rental properties so when they get to two calls, (it takes four nuisance calls for the Police to be able to do something), it can be tracked. The owner of the rental property can be notified and its suggested discussing what is going on with the property, how to help them, and find out what help the owner needs. When responding to 911 calls there, people that lived there would state it was a halfway house. The Police had no idea it was a home in the middle of a neighborhood, people that rent there are getting out of jail, prison, or homeless. With that comes a lot of concerns and problems.

Councilmember Dietrich stated she would like to see this be more on the proactive side. She trusts the Police Department if it is said to move forward. Police Chief Chiodo responded they ask that it be approved with conditions, so they are able to work with the property owner.

Councilmember Murphy asked how long the Licenses were good for and if there was an option to shorten them. Interim City Administrator Rand responded Rental Licenses are good for two years, a provisional License can be issued with a shorter term. That would have to go before the Council for additional consideration. Councilmember Murphy stated this is one call a month, located right next to a park. He has reservations about this. City Attorney McCauley Nason responded a License with conditions includes a number of conditions that would directly address some immediate concerns. There are two options if challenges continue with the property:

1. Excessive Consumption of Police Services. This can result in levying costs for services against the property owner.
2. If the License Holder is in violation of the terms of the License, they could be subject to potential revocation or suspension of the License. If the License is granted today with conditions, that does not preclude the City Council from taking future action against the License, should the License Holder fail to comply with the conditions or any License Conditions that exist in the City Code today.

Mayor Bartholomew asked if the conditions are in the Code already and if this states the need to follow Code or Statute. City Attorney McCauley Nason responded one is a reiteration of requirements that exist in the Code and need to be complied with. The other is conditions identified by Staff and are hoping to address some of the concerns with this property. For example, cooperation with the Police Department to resolve drug and other illegal activity on the property. She stated there is a requirement the Owner proactively interact with the Police Department to address concerns. Conditions can be tailored to the particular situation. These were conditions Staff believed most important.

Jake Mildon, 5865 Neal Avenue, Stillwater, owns the property and stated he has crime free addendums and has kicked out four people over the past two years. He was only made aware of one problem from the Police Department. He stated he has asked the company to clear the house out and would be putting it on the market. He does not believe there is coming back from bad blood in the neighborhood.

Mayor Bartholomew clarified that Mr. Mildon is cleaning out the building and selling it. Mr. Mildon responded yes, commenting it could take a couple of months, there is not a lot of housing for the Tenants. Mayor

Bartholomew stated there are a lot of calls to this property, he does not know why he would even consider approving a renewal.

Councilmember Piekarski Krech stated she would be in favor of a provisional six-month extension with the provisions in the Resolution. Councilmember Gliva stated she cannot see renewing a full two years and agreed with Councilmember Piekarski Krech's suggestion. Councilmember Dietrich agreed with Councilmember Piekarski Krech's suggestion. Councilmember Murphy stated he was not in support of renewing initially but would agree with three or six months with the same conditions. Mayor Bartholomew stated he was not in support of renewing but due to selling the building and the six months timeline suggestion. He stated this is the worst-case scenario, these are things they dread as Elected Officials, to have these kinds of leased buildings in our neighborhoods.

Councilmember Murphy asked if approved for six months, how the City would follow up. Councilmember Piekarski Krech responded the Police Department would be monitoring. After two calls the property Owner would be notified that at four calls they would be charged.

Mayor Bartholomew asked the Police Chief to keep the Council updated whenever there is a call. Police Chief Chiodo responded she could send information through Interim City Administrator Rand. She responded about how to stay up on this stating she would reach out to the Homeowner and discuss how she can support and get him successfully through the next six months.

Mayor Bartholomew stated Council seems to have consensus on a six-month extension with conditions as listed. He asked the City Attorney if that was the proper Motion. City Attorney McCauley Nason responded it would be to approve the Resolution approving a Renewal Rental License with conditions as stated with the addition the Renewal License term shall be for six months.

Councilmember Murphy asked what would happen if six months comes around and the home is not sold and still occupied. City Attorney McCauley Nason responded if the condition of the License states its only for a term of six months, the Applicant would need to reapply for a new Rental License. If the property was still occupied and if there were problems as illustrated in the Code, that provides Legal grounds for the Council to consider denial of the Application. Just because the Application comes in would not be grounds for denial. If there are still problems, that could be something the Council could consider.

Mayor Bartholomew asked what would happen if coming to the end of the term, the property owner has not been able to sell, and the tenants are still there. He asked if they were protected Tenants and cannot be removed. City Attorney McCauley Nason responded it was complicated. When Cities choose to revoke or not renew a License, there is a grace period due to people living on the property. The property owner has limitations as far as removal of Tenants. It is also complicated by pandemic provisions and Federal regulations impacting the ability to evict. She stated the Council could consider a grace period because there needs to be accommodations made for people to leave the premises. At the end of six months if there is a Renewal License Application and Council determines based on factors and facts the License will not be renewed, it would be a Motion not to renew the License and determine within 30 to 60 days that everyone who is a renter needs to be out of the property.

Councilmember Dietrich stated with the clarity provided by the City Attorney she prefers not to approve. The grace period will be in place and they would get to where they want to be in six months instead of precipitating the lead time. City Attorney McCauley Nason stated the information provided to the property owner is that Staff's recommendation is for continuation with conditions. If Council wants to deny the License Application, she recommends tabling the Agenda Item to the next meeting so a Resolution can be prepared that outlines Legal grounds for denial. Staff would need to determine what the Legal basis may be for the denial.

Mayor Bartholomew stated his concern was the protected occupants. Councilmember Piekarski Krech stated given the Attorney description, she believes they need to have a provisional License for a period of time. Mayor Bartholomew questioned where the liability lies if there is no License. He asked the Council if they were in agreement with a provisional License for three months or hold for the next meeting. Councilmember Murphy asked why they needed to wait three to six months. Councilmember Piekarski Krech responded because there may be Legal reasons why it may be difficult to terminate immediately. City Attorney

McCauley Nason responded there is a separate provision in the Code dealing with denial, suspension, or revocation of the License, which has different processes. Staff's recommendation was License with reasonable conditions. Otherwise, Staff would need to come back with a Resolution recommending denial and articulating specific Legal grounds for denial. If considering denial, she requests the application be tabled to the second meeting in May and direct Staff to come back with a Resolution for denial and a recommendation about whether or not it is Legally supportable based on the facts as they exist today.

Councilmember Gliva asked what happens until a decision is made. City Attorney McCauley Nason responded the License has expired. Because it was submitted in a timely manner and are waiting for Council action, there is no action being taken for operating without a License since the Applicant has done what he was required to do which was to timely submit the License Application.

Mayor Bartholomew clarified stating the City is not in violation on the Cities part, they have the License and are going through the process of approval. The Owner is not without a License, they are waiting for renewal. City Attorney McCauley Nason responded the License expired; the Application was in on time. This was on a Council Agenda several months ago and was continued out for Staff to do their due diligence. Staff's recommendation is to approve with conditions, Council agreed to this for a short period of time. She stated Council was also mentioning the possibility of considering denial. If Council wants to deny, her recommendation is to table the item so Staff can prepare a Resolution for denial and articulate what the Legal grounds might be for denial. There are listings within the Code as to what the grounds are for denial. For example: Does not comply with Zoning Code, does not comply with Health Code, failed to pay appropriate fees, and other requirements. Having a certain number of Police calls is not grounds for denial for a License. That is what needs to be articulated and included in any Resolution.

Motion by Piekarski Krech second by Bartholomew to extend the Rental Renewal License for three months with the conditions listed in the original Resolution.

Ayes: 1 (Piekarski Krech)

Nays: 4 Motion denied.

City Attorney McCauley Nason stated the Motion to approve the Resolution for issuance of a Conditional License failed. A new Motion is needed to table or continue consideration of this License Application to either the May 10th or May 24th meeting with direction to Staff to review for potential grounds for denial.

Motion by Murphy second by Gliva to table or continue consideration of this License Application to either the May 10th meeting with direction to Staff to review for potential grounds for denial.

Ayes: 5

Nays: 0 Motion carried.

B. Consider the Second Reading of an Ordinance to allow fences to be 48 inches in height within the front yard area of a lot.

Associate Planner Heather Botten stated the City Council approved the First Reading of the Ordinance Amendment at the April 12th City Council meeting. This is regarding allowing fences in front and corner front yards to go up to 48 inches in height with no less than 75% clear visible opening. The current fence Code allows a maximum height of 42 inches with no less than 75% clear visible opening in the front and corner front yards. Staff believes the maximum height of 42 inches comes from the MnDOT Road Design Manual that states assumed height of both the driver's eye and object to be seen are 3.5 feet above the respective roadway surfaces.

She stated at the April 12th meeting City Council discussed current requirements and how size and height of vehicles have increased over the years and that Council would support up to a 48-inch fence with 75% clear visible opening within the front and corner front yards of residential properties. No changes have been made to the proposed Ordinance from the First to the Second Reading.

Motion by Gliva second by Murphy to approve the Second Reading of an Ordinance to allow fences to be 48 inches in height within the front yard area of a lot.

Ayes: 5

Nays: 0 Motion carried.

Mayor Bartholomew stated the Third Reading will take place at the May 10th City Council meeting.

C. RYAN IHLE- Consider A Resolution relating to a Variance from side yard setbacks for a garage addition for the property located at 7755 Boyd Avenue. Resolution 2021-127

Associate Planner Botten stated the request is for property located west of Boyd Avenue and north of 79th Street. It is zoned R-1C, single family residential district. The Applicant requests an addition onto the existing single stall attached garage. There are no detached structures on the property. She stated they would like to expand the attached garage into a two-stall garage. A revised memo was submitted by the Homeowner stating the addition would be located 2-3 feet from the side property line. A five-foot setback is required. The original request was with a 1-2-foot setback. She stated if the variance is approved, one of the conditions of approval would be the Homeowner hire a registered surveyor to verify the garage setback.

She stated Staff believes the setback standards are not precluding the Homeowner from reasonable use of the property. The lot has a single stall attached garage. The request for the addition could be considered a convenience and not a Practical Difficulty. If desired, the Applicant could add a detached structure on the property up to 1,000 gross square feet. Staff believe the facts presented do not satisfy criteria needed and recommend denial of the request. The Planning Commission met on April 6th and recommended denial stating the facts presented do not satisfy the criteria shown for Practical Difficulty.

Kyrstin Schwartz (in person), 7755 Boyd Avenue, stated their property has a unique situation that does not lead to being a precedent. Boyd Avenue stretches from 80th to 73rd Streets with over 70 homes, theirs is the only home with a single car garage. All others have 2-3 car garages. Granting the variance would put their home in harmony with the neighborhood. She stated there is a concrete base present where the addition would go. Her neighbor is the only other house on the street that does not have a two-car garage as they made the area into their own living space. Due to the two homes that now have one car garages, there is more street parking in their area compared to other surrounding homes. She stated they received a recommendation about moving the structure into the backyard, but that would not work due to a hill and inground pool.

Mayor Bartholomew stated being the only one in the neighborhood with a one car garage is not a Practical Difficulty. Councilmember Piekarski Krech stated she would rather have it added to the garage than have a shed in the back. She was concerned about a comment made from a neighbor who was concerned about runoff on their property. She stated this made more sense than putting another building in the back. She likes keeping down the impervious surface if possible.

Mayor Bartholomew asked what year the house was built. Ms. Schwartz responded 1976. Councilmember Gliva asked how the difference in footage went from 1-2 feet to 3-4 feet. Ms. Schwartz responded she has been working with a Contractor to go as small as possible, but enough to be able to fit a car.

Mayor Bartholomew asked what the size of the addition would be. Keith Schwartz (in person), 7755 Boyd Avenue, responded the standard two cars would be 16 feet. The addition would go as far back as 20 feet in depth, or 7 feet further. This would be 2-3 feet from the property line. Councilmember Piekarski Krech stated this is adding a standard garage stall, most people want to go bigger. A Practical Difficulty for some would be to keep the neighborhood neat by storing things inside. Mayor Bartholomew stated the building was built without attention to the need for a two-car garage. The alternative would be to put a big footprint in the backyard. Mayor Bartholomew stated the Practical Difficulty is the age of the home, built with a one car garage, the aesthetics of the neighborhood, and to avoid further impervious surface.

Motion by Piekarski Krech second by Gliva to approve Resolution 2021-127 relating to a Variance from side yard setbacks for a garage addition for the property located at 7755 Boyd Avenue with the conditions as outlined.

Ayes: 5

Nays: 0 Motion carried.

D. KIEHM CONSTRUCTION - Consider the following for the property located at 2660 50th Street:

1. A Resolution relating to a Conditional Use Permit Amendment for a contractor's shop with outdoor storage. Resolution 2021-128

2. A Resolution relating to a Variance to allow a building with a 10-foot setback along rear property line. Resolution 2021-129

City Planner Allan Hunting stated this is an Amendment to a Conditional Use Permit for a Contractor's yard for a small-scale landscaping business. This was originally approved in 2019. There have been changes to the plan. The property is located on 50th Street and Blaine Avenue and surrounded by MnDOT right of way. The building is approximately 5,000 square feet, with a parking area in front. He stated the original plan had the building a little further north and about 3,000 square feet. The building is proposed to be 10 feet from the south property line when the requirement is 40 feet. It is believed there is rationale behind that as it is not impacting any neighbors. He stated the property itself drops down from 50th toward 494, the top of the building would be slightly below street grade at 50th Street and would not be visible.

He stated the Applicant has indicated they are keeping and maintaining a majority of the vegetation in front along the street, some will have to be removed to do utility work. Staff does not see issues with the Amendment and recommends approval of the CUP Amendment and Variance as proposed.

Nick Lorentz (via phone), introduced himself stating he is present on behalf of Kiehm Construction.

Mayor Bartholomew asked if the Amendment was just adding outdoor storage. City Planner Hunting responded the Amendment is changing the location of the building and slightly increasing the size.

Motion by Piekarski Krech second by Gliva to approve KIEHM CONSTRUCTION - Consider the following for the property located at 2660 50th Street:

1. A Resolution 2021-128 relating to a Conditional Use Permit Amendment for a contractor's shop with outdoor storage.

2. A Resolution 2021-129 relating to a Variance to allow a building with a 10-foot setback along rear property line.

Ayes: 5

Nays: 0 Motion carried.

E. PRECISION SIGNS - Consider a Resolution relating to a Variance to install two free standing signs less than 200 feet apart for property located at 11380 Courthouse Boulevard. Resolution 2021-130

Associate Planner Botten stated the request is for property located on the east side of Highway 52, Zoned I-2, General Industrial District. Applicant is requesting that two free standing signs be located 110 feet apart. 200 feet is the required separation between signs in Industrial Districts. The signs would be approximately 24 square feet in size and located on each side of the main driveway. She stated the property has about 850 feet of road frontage. The intent of the Sign Ordinance is to allow for signage visibility and safe identification of a property, but also to prevent sign clutter.

She stated Staff believes the property can be used in a reasonable manner without the need for a variance. There is enough room on the property to comply with sign regulations. Approval could set a precedence for other signs to be closer than the 200 feet spacing requirement. The property owner, if concerned about visibility of the identification of the property, could increase the size of one sign up to 100 square feet in size. Staff believes the facts presented do not satisfy criteria needed and recommend denial of the request. She stated at the April 6th

Public Hearing the Planning Commission recommended denial of the variance request stating the facts presented did not satisfy the criteria needed to show Practical Difficulty.

Councilmember Piekarski Krech asked if the request was due to two different businesses being listed on each side. Associate Planner Botten responded it is the same business advertised on both signs. Councilmember Piekarski Krech stated she was unsure what the original plan was for the signs. Councilmember Gliva stated she went and checked out the location, there was a lot of space and signs along the way. From a traffic standpoint, she felt a bigger sign would be better than two smaller. There is a lot of room there.

Motion by Murphy second by Gliva to deny a Resolution 2021-130 relating to a Variance to install two free standing signs less than 200 feet apart for property located at 11380 Courthouse Boulevard.

Ayes: 5

Nays: 0 Motion denied.

F. ALLIANT VENTURES III - Consider the following for the property located on Cahill Avenue, west of Inver Grove Trail:

- 1. An Ordinance to Rezone the property from E-1, Estate Residential to R-3B, Multiple Family Residential. Ordinance 1406**
- 2. A Resolution relating to a Preliminary Plat for a 20-lot townhome development to be known as Pine Bend Estates 2nd Addition. Resolution 2021-131**
- 3. A Resolution relating to a Conditional Use Permit for a multiple family development. Resolution 2021-132**
- 4. A Resolution relating to a Variance from front yard setbacks and building separation. Resolution 2021-133**

City Planner Hunting stated the application is in four parts. There is Cahill Avenue, Inver Grove Trail, and Highway 52/55. This is for the second Phase of Pine Bend Estates. The original portion was 14 lot single family. This proposal is for 20 units on the west side. The density of the project would be 3.6 units per acre, factoring in the entire site would be approximately 2.3 units per acre. Staff is supportive of rezoning; this follows the traditional development pattern of residential when near busier access streets. Having townhomes on the west side would be a logical pattern. He stated there are power lines running through the development, the Developer has to push all units onto the west side of the proposed public street coming in off of Cahill. They are requesting a 5-foot reduced front yard setback and a 10-foot reduced separation between units so they can get the units in.

He stated all performance standards have been met with the project. The biggest discussion point came at the Planning Commission and from residents, regarding the location of the access on Cahill. The Developer had provided two different traffic studies their Engineer prepared. The City utilized SEH, to review the two studies and concurred with the Applicant's Consultant that the volumes of traffic do not warrant any additional turn lanes left or right. Sight triangles criteria have been met. Staff is satisfied with the location of the public street connection. Staff recommends approval of the four parts of the request.

Councilmember Piekarski Krech stated coming out of Tractor Supply with cars on Cahill can be an experience, those cars are traveling at significant speed. She asked if they could go under the power lines and connect to the street in the previous development and come out there. City Planner Hunting responded Staff looked at connection of the two, there were issues with the topographic change that did not meet City standards. There were other topography issues with moving the street.

John Molinaro, Engineer, Pioneer Engineering 2422 Enterprise Drive, Mendota Heights, stated they looked at connecting the road at the beginning stages. At that time, it was determined connectivity would not work due to low lying land, wetlands, topography drop off with the west side being higher than the east side, and a road design that did not meet City standards. Other options have been looked at, but nothing worked out.

Councilmember Gliva stated she checked out the site, when taking a right out of the area there is a curve which is not ideal. The topography does drop off. She asked if the road going in could curve a bit. Mayor Bartholomew agreed the curve could be a problem. He asked if Staff or Engineering could get a sign indicating there is an

access or entryway coming up. He stated the traffic study shows sight lines are within standards. The key would be keeping vegetation clear and to be able to see 35 feet in either direction. He asked to look into a sign that warns of an opening coming. He stated he would lean on the traffic studies as they are valid and reasonable.

Assistant City Engineer Steve Dodge agreed with what has been said about the preliminary reviews from Phase 1. The topographic area has a transmission power line with large poles up on a hill. The hill poses a challenge for connectivity between Phase 1 and 2 of this development. He suggested referring to Erin Jordan from SEH on provisional signs that could be posted.

Erin Jordan, SEH, 3536 21st Avenue South, Minneapolis, stated there is something called W2-2, a diamond shaped sign. There could be an existing sign north of the proposed development. Mayor Bartholomew asked Ms. Jordan if she agreed with the assessments that the studies are within standards. Ms. Jordan responded it is close. From her review, it is difficult to do a better evaluation without having the driveway there. From her estimated measurements those distances are met per recommendation the vegetation is minimized to maintain the sight distance.

Mayor Bartholomew asked City Planner Hunting if that was something to consider when getting to final plat. That there be a condition on the vegetation and do not allow shrubs or trees in the sight area. City Planner Hunting responded that was something that could be included. It can state to control, limit, or require maintenance of the vegetation so it does not get tall and obstruct visibility.

Councilmember Piekarski Krech asked why this was not reversed and have the road on the other edge and houses have a big green back yard because you cannot build anything under the power lines. Mr. Molinaro responded they looked into that option and placing homes backed up to the power lines was a more difficult situation for building. The power line is at the highest high point of the project. The topography falls both directions from the power lines. He stated setting the road further west/lower, they would have to cut the homes in and build everything down below the power lines more so than proposed. He stated laying it out the current way, the road is higher and slopes up to the power lines, homes fall off and drainage goes behind the homes into the collection system.

Mayor Bartholomew asked for a walk through of the units, the request for the variances and setbacks. Bob Mahacheck, Alliant Ventures, 4655 Nichols Road, Eagan stated this was a tough site. They began last year with the first half. It was laid out to do single family on one side with the other side being more challenged with wetlands and power lines. This layout was best overall for the site. He stated a Traffic Engineer was hired to address issues and felt this was addressed appropriately. They feel they have what is best.

City Engineer Tom Kaldunski stated he was in a meeting this afternoon with the School District discussing safe routes for school. They like a lot of the things the Applicant is doing along Cahill Avenue to get the sidewalk in for people to walk from this neighborhood to Pine Bend Elementary School. He stated in their review of safe routes to school, one of the things the School District identified in their study was interest in getting a road to the west side of the building. One potential way of doing that would be to make it a full intersection that buses going to Pine Bend School could turn at the same location, 3A, and go south and get behind the west side of the school building, go around the building, and come out at Inver Grove Trail. He stated that may be a positive thing for the School District because they own the land, if they put a bus route that way, it would help the congestion they get at the school.

Mayor Bartholomew asked if there were emails that need to be added to the record. City Clerk Rebecca Kiernan responded she has two emails, from Deidre Backus and Michelle Horst.

Motion by Piekarski Krech second by Gliva to accept the two emails into the record.

Ayes: 5

Nays: 0 Motion carried.

Dave Engen, 9569 Inver Grove Trail, stated he drives that road every morning at 5:45 a.m., and would be a deadly intersection. It is a huge mistake putting the entrance in. He stated there is a hill and the entrance would be right

there. He suggested going back to Old Concord. He stated the Developer does not want to move the road because they are trying to cram as many units there as they can. He did not understand why the City is even allowing it. It is a monstrous project being crammed into a tiny space; he does not believe it was right.

Interim Public Works Director Klay Eckles stated it is important they are using the manual on Uniform Traffic Control and is the same set of standards used on every street, road, and highway in the State of Minnesota. They are meeting that standard.

Dave Gibbens, 9655 Inver Grove Trail, lives across the water from this. He stated he moved to a larger lot on purpose. This project is outside of the normal character of the neighborhood. There are no multifamily dwellings around, all are single family. He stated a lot of people wrote letters about Cahill and the traffic study. He agreed with them. He asked if the traffic study included the traffic from the new 14-unit development. Traffic studies are based on observed traffic patterns, those patterns have not developed yet.

He stated the Applicant has said "no negative comments were received" at the February neighborhood meeting. That is untrue. He objected to the high-density development and questioned the closeness to the transmission line. The response he received was the transmission line was unmonumented. Xcel states the power line is the monument itself. He stated the line was built in the 1960's across agricultural land before survey descriptions were accurate. The 1976 survey put the easement 35 feet east of the center line of the transmission line. He stated that was a mistake. The survey of the section itself has changed; the quarter section line that goes north/south was moved as a part of the 1976 survey.

He stated it was a mistake to put these buildings that close to a power line. The previous owner bought this property in 1976 from relatives. In all this time it has only been agricultural land. It was not important to see where the easement was until they start putting up buildings. He stated the power company has hired Wright Tree Service to brush and mill the entire 200-foot easement centered on the power line since at least 1976. The clearing is centered on the power line center line, not 35 feet east of it. This is the defacto easement. He stated this project is being partly built on land that has been brushed for years and defoliants are applied after brushing. He stated with a clearance of 100 feet from the transmission line, the project could not be built.

He stated the Minnesota Public Utilities Commission directs and permits placement of lines require a clearance space of 100 feet on each side for safety and minimizing the electric fields. The clearance has been maintained by the power company. If near the line in humid weather, snow or rain, people can hear the hissing and popping of the electrical breakdown. Sometimes the purple glow of the discharge at the insulators can be seen. He asked if they could imagine putting housing next to this. He commented if parking a car underneath running your hand lightly over the top of the car, you can feel a jolt. When he parks his tractor under it in a couple of days the battery is killed.

Mr. Gibbens stated the Applicant said at the Planning Commission meeting that he thought 20 townhomes would be priced at \$350,000 to \$400,000 and would likely be owner occupied. Unless there is an Owners Association with rules forbidding rentals, they would likely see a situation where the Developer retains enough units to control the Owners Association and rents units out and does not pay Association fees. Actual owners would have to make up the shortfall. He hoped the Council denies the project, it does not fit. The land was sewer and water for the purpose of running a sewer to the school and getting it paid for by taxes on the surrounding land. This land was not appropriate for a job like that.

Mayor Bartholomew stated there are some issues with proximity to power lines, the transportation study, and additional homes. He asked for information on those. Interim Public Works Director Eckles responded the primary issue at the intersection is visibility. The number of vehicles leaving the new property was looked into and vehicles traveling on Cahill. The project met all warrants for safety.

City Planner Hunting stated there is not any provision in the Zoning Ordinance to address or say there should be a minimum distance separation. It is not typically looked at. Mayor Bartholomew stated there was an easement question and concerns about the easement for the power company. He asked for more information.

Mr. Mahacheck stated a lot of time was spent on the entrance from Old Concord and was not a feasible option. Mr. Molinaro stated the powerline easement is a recorded document with the County, the document was researched and brought up through the Title Company. The easement was located on the survey work and is a permanent recorded easement from 1968. They were checked by the County and by the power company, both have confirmed the location of the easement is correct in the way it sits on the plan. Assistant City Engineer Dodge stated this is handled by a Registered Land Surveyor with the State of Minnesota. With the power lines and the street, the Applicant is responsible for getting a Permit and approval from the power line company.

Mayor Bartholomew stated density and the issue of putting the development in the area makes sense to him for transition. He felt it was a good fit and would support it. It is a good product, good transitional item, adds density to the area. All questions and concerns can be followed up on with the appropriate approvals.

Councilmember Murphy asked what the landscaping would look like on the entrance to Cahill from the east and west side. He asked if the east side were where the vegetation would need to be maintained and if the west side would be lawn. City Planner Hunting responded the vegetation proposed is minimal, there would be a tree on either side of proposed Street A. One is off the corner of the building and one directly opposite. There would be trees in the backyards for screening and would be a distance away from the curve and the property line. This information can be verified. Because it is in an Association there would be maintenance of the perimeter of the site.

Assistant City Engineer Dodge stated he noted they would have to review this going into the final plat. If needed they could require a Restricted Use Easement to expand through the area where the sight distance needs to be maintained. That way it can be enforced by the City. Trees cannot be planted in a Restrictive Use Easement. His recommendation is this be further reviewed by the time it comes back for final plat. Mayor Bartholomew liked the idea of adding the Restricted Use and to look into adding that as a condition as they get to final plat.

Mr. Mahacheck stated there will be a Homeowners Association that will be responsible for maintaining the area.

City Planner Hunting asked if the Council wanted to add a condition about the Restricted Use Easement in the boulevard to help maintain site visibilities. Mayor Bartholomew responded he was fine with adding it at this time. City Planner Hunting stated it would be easier if done now. He believes it was in the City Engineer comments and could be added as a condition.

Motion by Gliva second by Murphy to approve ALLIANT VENTURES III - The following for the property located on Cahill Avenue, west of Inver Grove Trial:

1. An Ordinance 1406 to Rezone the property from E-1, Estate Residential to R-3B, Multiple Family Residential.

Ayes: 5

Nays: 0 Motion carried.

Motion by Gliva second by Dietrich to approve ALLIANT VENTURES III - The following for the property located on Cahill Avenue, west of Inver Grove Trial:

2. A Resolution 2021-131 relating to a Preliminary Plat for a 20-lot townhome development to be known as Pine Bend Estates 2nd Addition.

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

Councilmember Murphy asked if this the next item is the one that was amended. Mayor Bartholomew asked which item the condition was placed on. City Planner Hunting responded it could be added to both the Preliminary Plat and Conditional Use Permit. City Attorney McCauley Nason stated there was a condition added to the Resolution approving a Preliminary Plat approval. It can also be added as a condition to the Conditional Use Permit.

Motion by Murphy second by Gliva to approve ALLIANT VENTURES III - The following for the property located on Cahill Avenue, west of Inver Grove Trail:

3. A Resolution 2021-132 relating to a Conditional Use Permit for a multiple family development.

Ayes: 5

Nays: 0 Motion carried.

Motion by Dietrich second by Gliva to approve ALLIANT VENTURES III - The following for the property located on Cahill Avenue, west of Inver Grove Trail:

4. A Resolution 2021-133 relating to a Variance from front yard setbacks and building separation.

Ayes: 5

Nays: 0 Motion carried.

G. BUILDER LOT GROUP (PELTIER RESERVE) - Consider the following requests for property located at 7250 Argenta Trail and 1266 70th Street:

1. An Ordinance to Rezone the property from A, Agricultural to PUD, Planned Unit Development. Ordinance 1407

2. A Resolution relating to a Preliminary Plat and Preliminary PUD development plan for a 126-lot single family subdivision and a 180-unit apartment building. Resolution 2021-134

City Planner Hunting stated this is a 124-unit proposed single family lot and a 180-unit apartment building. In light of numerous emails and resident concerns in the northwest area, Staff asks Council to table action on the Application until the May 10th City Council meeting. Staff has had meetings with the Applicant and would like the additional time to explore options for a possible park solution. Staff would present the whole application presentation at the May 10th meeting.

Mayor Bartholomew asked if the Applicant was in favor or online to agree. City Planner Hunting responded the Applicant is available and is aware and understands this to be Staff's recommendation.

Steve Soltau, Builder's Lot Group, 8170 Old Carriage Court, Shakopee, stated they are in concurrence with the recommendation to table. It has challenges, they have spent over eight months to get here and spent time and money researching and working with Staff to get to this point. They met with Staff and talked about the urgency to move matters forward.

City Attorney McCauley Nason stated if tabling were the Council's direction, she would look for a Motion to continue all Applications. There are three:

1. Rezoning
2. Preliminary PUD
3. Preliminary Plat Application

Continue all Applications to the May 10th, Council Meeting with direction to Staff to work with the Developer to discuss and consider options for inclusion of a small park potentially within the proposed plat area. The Council would be asked to extend the 60-day decision deadline for decisions on all three Applications to 120 days to provide adequate time for Staff to work with the Developer.

Motion by Piekarski Krech second by Murphy to continue to May 10th BUILDER LOT GROUP (PELTIER RESERVE) - Consider the following requests for property located at 7250 Argenta Trail and 1266 70th Street:

1. An Ordinance to Rezone the property from A, Agricultural to PUD, Planned Unit Development. Ordinance 1407

2. A Resolution relating to a Preliminary Plat and Preliminary PUD development plan for a 126-lot single family subdivision and a 180-unit apartment building. Resolution 2021-134

to the May 10, 2021 City Council meeting.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Gliva to extend the 60-day deadline to 120 days.

Ayes: 5

Nays: 0 Motion carried.

Administration:

H. Consider Third Reading, Ordinance Amending City Code Related to Council Meeting Times. Ordinance 1408

Interim City Administrator Heather Rand stated this is the Third and Final Reading for the intent to change the meeting times. Current Council Ordinance starting time for Regular City Council Meetings is on the second and fourth Monday of the month beginning at 7:00 p.m. This Ordinance would change the start time to 6:00 p.m. If approved, the 6:00 p.m. start time would begin on May 10, 2021.

Motion by Gliva second by Murphy to approve the Third Reading, Ordinance 1408 Amending City Code Related to Council Meeting Times changing the time from 7:00 p.m. to 6:00 p.m. beginning on May 10th, 2021.

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

I. Consider First Reading, Ordinance Amending Specific City Licenses due date from January 1st to May 1st. Ordinance 1409

City Clerk Rebecca Kiernan stated this is the First Reading for an Ordinance change specific to City Licenses, specifically: Massage Business, Massage Individual Therapist, Motor Vehicle Sales, Rubbish Haulers, and Service Stations. She proposes changing the License to be May 1st through April 30th, instead of January 1 through December 31st. She stated the reason being is on even years there is an Election that runs during the same time most of the Licenses come back to the City. Her proposed fix is to move the due dates to accommodate for the extra work in the fall. No unfavorable comments have been received.

Councilmember Piekarski Krech commented this seems pretty clear cut, she would be happy to suspend the rules and do it in one reading instead of three.

Mayor Bartholomew asked if there would be a long License year for those coming up. City Clerk Kiernan responded she would make it be a part of the year, from December 31st because there is not an Election. This would be a short year.

Councilmember Dietrich stated the City Clerk has said she has not received any feedback. She asked if all people have been notified. City Clerk Kiernan responded notifications were sent out. Councilmember Dietrich asked if this was sent via email or letter. City Clerk Kiernan responded an email was sent out.

Councilmember Gliva asked how suspending the rules works. Mayor Bartholomew responded the rules are suspended and all three Readings are taken in one vote. Councilmember Murphy agreed it was a good idea that should be used more often. Councilmember Piekarski Krech stated for most Ordinances they want to give the Public time to react. With this one, there is not a lot of public input, it is the people who have to pay the Licenses. This just changes the date they pay them.

Motion by Piekarski Krech second by Gliva to suspend the rules and take all three Readings at once.

City Attorney McCauley Nason stated this requires a unanimous vote. She stated an Ordinance may be presented, read, and passed at any one Council meeting if the rules are suspended by unanimous vote of the whole Council, the Ordinance may be passed by majority. The first Motion would be as directed. If passing unanimously, the second Motion would be on the Ordinance itself at this meeting and would be the first and final reading.

Ayes: 5
Nays: 0 Motion carried.

Motion by Piekarski Krech second by Gliva to approve all Three Readings, Ordinance 1409 Amending Specific City Licenses due date from January 1st to May 1st.

Ayes: 5
Nays: 0 Motion carried.

7. PUBLIC COMMENT:

Dave Gibbens, 9655 Inver Grove Trail, gave a handout for the Council Members to the City Clerk. Mr. Gibbens referenced the pond in the center of the Pine Bend Estates project stating his property is located right next to it. He stated he received water flow from the ditches along Inver Grove Trail and Concord until about 1992. In 1992, Kevin McCarthy, City Engineer and BRW planned the rerouting of watersheds. Storm sewers were put in. At that time, the water level was approximately 850-853. After Concord was redirected and Walmart and other projects went in, watersheds were rerouted, and an upper pond was built in the MnDOT property west of the project just approved by Council.

He stated with all that water, they had an excess coming over. The pond by his home came up. Over the years the City raised his driveway two feet on two separate occasions, in 1995 and 1998. In 1998 the water level got up to 860.6 as a maximum. Another foot and it would be high enough to go over Inver Grove Trail. In the pond across the way, there is a water gate that was put in badly. It never held water back. He stated information was gathered and Barr Engineering was hired. Barr took his information along with the rainfall information and came back with a report saying they were causing the problem. He stated the pond going up to 860 ended up killing four Cottonwood trees that were 11 feet around and several 100-year-old Oak Trees.

He stated the pond across was restructured. He recommended putting in an emergency overflow at the south end where Cahill goes across. The only inflow he has is from the east side of Old Concord. He stated the pond across the way no longer empties into the pond by his property, but the elevation is 845. When the elevation went down that far he had over 1,000 fish and minnows winter killed. He lost wading birds. The pond is now shallow and heats up by the sun and turns green. He felt that would be unattractive to the new project going in.

Mr. Gibbens asked the City to modify the pond across the way to put the proper amount of water back into the pond by his property. There is no longer any inflow from Inver Grove Trail. He stated the City needs to deal with the issue because one of the neighbors' yards and basement has flooded from water coming down the street that used to go into the pond by his home. He asked to get the Engineering Staff to fix the water flow problem and make it adjustable. He stated he has spoken to City Engineer Tom Kaldunski twice a year and has not had any traction and is why he is present this evening.

Councilmember Piekarski Krech stated she contacted Mr. Kaldunski about this and needs contact information from Mr. Gibbens so they can have a discussion.

8. MAYOR AND COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

A. Closed session pursuant to Minn. Stat. § 13D.05, Subd. 3(b), for a confidential attorney-client discussion concerning pending litigation in the matter City of Inver Grove Heights v. Ace in the Hole Real Estate LP, et al., Court File No. 19HA-CV-21-1069.

City Attorney McCauley Nason stated the Council is asked to make a Motion to go into closed session pursuant to Minn. Stat. § 13D.05, Subd. 3(b), for a confidential Attorney-Client discussion concerning pending litigation in the matter City of Inver Grove Heights v. Ace in the Hole Real Estate LP, et al., Court File No. 19HA-CV-21-1069. The closed meeting will be held in Council Chambers and would commence immediately upon the Motion. Once the closed meeting is completed the City Council would reconvene the open meeting portion of tonight's Council meeting in Council Chambers. With no further items on the Agenda, once back in open session the Council would adjourn the meeting.

Motion by Murphy second by Gliva to move into Executive Session at 9:31P.M.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Dietrich to adjourn the Executive Session at 9:46P.M.

Minutes prepared by Recording Clerk Sheri Yourczek

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
THURSDAY, MAY 6, 2021 - 1:00 P.M. - 8150 BARBARA AVENUE**

In Person Meeting, Northwest Police Conference Room, City Hall

Call to Order and Roll Call:

Mayor Bartholomew called the meeting to order at 1:02 PM in the NW Conference Room of city hall and welcomed attendees.

Those present included Mayor Bartholomew and city councilors Gliva, Piekarski Krech, Murphy, Dietrich, and city staff Heather Rand, Amy Hove, Judy Thill, Melissa Chiodo, and Klay Eckels (Eckles joined at 1:38 pm).

Interim City Administrator Rand recapped short term city strategic objectives that had been identified by city councilors and department heads at the April 10, 2021 special meeting. City Councilors and staff present then discussed prioritization of the strategic objectives and identified some common themes such as process improvement and staffing needs.

The need for reviewing the city's comprehensive land use plan as it relates to zoning densities in the NWA, housing development in general and park development as a topic for a future meeting or work session was suggested. Gaining a solid understanding of the Met Council's authority in directing city development parameters was also identified as a topic for a future work session.

It was determined by general consensus that the city leadership group would meet again on June 17th at 1pm to report and discuss the progress department's make on short term strategic objectives.

Motion was made by Piekarski Krech, seconded by Dietrich to adjourn at 3:13 pm and the motion was supported unanimously by city councilors.

Minutes prepared by Interim City Administrator Heather Rand

**Request for Council Action****TITLE: Disbursements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 24, 2021	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Amy Hove	Budget amendment requested	
Prepared by:	Bill Schroepfer	FTE included in current complement	
Reviewed by:	N/A	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve the attached resolution approving disbursements for the period of May 5, 2021 to May 18, 2021.

SUMMARY:

Shown below is a listing of the disbursements for the various funds for the period ending May 18, 2021. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$523,042.93
Debt Service & Capital Projects	227,941.02
Enterprise & Internal Service	350,846.22
Escrows	19,634.49
Grand Total for All Funds	<u><u>\$1,121,464.66</u></u>

If you have any questions about any of the disbursements on the list, please call Amy Hove, Finance Director: 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period May 5, 2021 to May 18, 2021 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING May 18, 2021**

WHEREAS, a list of disbursements for the period ending May 18, 2021 was presented to the City Council for approval.

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

General & Special Revenue	\$523,042.93
Debt Service & Capital Projects	227,941.02
Enterprise & Internal Service	350,846.22
Escrows	19,634.49
Grand Total for All Funds	<u><u>\$1,121,464.66</u></u>

Adopted by the City Council of Inver Grove Heights this 24th day of May, 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 5/5/2021 - 5/18/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACME TOOLS	8692114	05/11/2021	Supplies, Tools, Equipment	101.42.4200.423.60040	1,586.24
AEM FINANCIAL SOLUTIONS, LLC	441754	05/11/2021	Bank Rec Prep	101.41.2000.415.30100	9,997.50
AEM FINANCIAL SOLUTIONS, LLC	441754	05/11/2021	Audit Prep: Tax/SA Workpapers	101.41.2000.415.30100	7,932.50
AEM FINANCIAL SOLUTIONS, LLC	441754	05/11/2021	CityView Process Review	101.41.2000.415.30100	3,596.25
AFSCME COUNCIL 5	INV0114070	05/07/2021	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	814.06
AFSCME COUNCIL 5	INV0114071	05/07/2021	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	59.10
ANCOM COMMUNICATIONS, INC.	101496	05/11/2021	APX RSM W/EarJack	101.42.4200.423.40042	507.00
APPLIED CONCEPTS, INC.	384056	05/18/2021	Car parts/accessories	101.42.4000.421.80700	3,080.00
ASPEN MILLS	273933	05/11/2021	Clothing/Uniforms	101.42.4000.421.60045	158.84
BLACKTOP PROS, LLC	21-5423	05/18/2021	Clayton Ave Patch	101.43.5200.443.40046	6,500.00
CITY OF SAINT PAUL	IN45384	05/18/2021	Asphalt Mix	101.43.5200.443.60016	16,418.94
COMCAST	05/05/2021	05/18/2021	Services from 05/15/21 - 06/14/21	101.42.4200.423.30700	10.86
CULLIGAN	04/30/2021	05/18/2021	Water services	101.42.4200.423.60065	84.66
CULLIGAN	04/30/2021-2	05/18/2021	Bottled water e	101.42.4200.423.30700	5.26
DAJ ENTERPRISES LLC (ECO WORKS)	21312	05/18/2021	Fertilizers	101.44.6000.451.60030	4,360.55
DAJ ENTERPRISES LLC (ECO WORKS)	6172	05/18/2021	Soil and Tazo B liquid	101.44.6000.451.60030	4,912.80
DANNER LANDSCAPING	17111	05/18/2021	Pulverized yards picked up black dirt	101.43.5200.443.60016	110.00
DOUGHERTY, MOLEND, SOLFEST, HILLS & B	197921	05/11/2021	Legal services	101.41.1100.413.30700	480.00
EARL F ANDERSEN INC	0126210-IN	05/11/2021	Signs	101.43.5200.443.60016	220.05
EARL F ANDERSEN INC	0126299-IN	05/18/2021	RED LED HOODED SOLAR LIGHT	101.43.5200.443.60016	259.90
EFTPS	INV0114096	05/07/2021	FEDERAL WITHHOLDING	101.203.2030200	59,214.50
EFTPS	INV0114098	05/07/2021	MEDICARE WITHHOLDING	101.203.2030500	16,621.74
EFTPS	INV0114099	05/07/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	45,518.11
EFTPS	INV0114100	05/10/2021	MEDICARE WITHHOLDING	101.203.2030500	3.44
EFTPS	INV0114101	05/10/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	14.70
EHLERS AND ASSOCIATES, INC.	86858	05/18/2021	Lennar mutli-family tax abatement	101.45.3000.419.30700	2,996.25
EYEMED	164779089	05/11/2021	May 2021 Premium	101.203.2032700	213.33
FIRST IMPRESSION GROUP, THE	116863	05/18/2021	Business cards	101.43.5000.441.60070	60.00
FIRSTSCRIBE	254321	05/11/2021	ROWay web application	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0114078	05/07/2021	HSA ELECTION-FAMILY	101.203.2032500	3,160.36
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0114079	05/07/2021	HSA ELECTION-SINGLE	101.203.2032500	4,677.32
HARRIS COMPUTER SYSTEMS	MUNMN0000129	05/18/2021	Annual software maintenance	101.47.1400.413.40035	40,658.14
ICMA RETIREMENT TRUST - 457	INV0114068	05/07/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0114069	05/07/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0114080	05/07/2021	ICMA-AGE <49	101.203.2031400	5,485.00
ICMA RETIREMENT TRUST - 457	INV0114081	05/07/2021	ICMA-AGE <49 %	101.203.2031400	8,047.42
ICMA RETIREMENT TRUST - 457	INV0114082	05/07/2021	ICMA-AGE 50+	101.203.2031400	6,150.29
ICMA RETIREMENT TRUST - 457	INV0114083	05/07/2021	ICMA-AGE 50+ %	101.203.2031400	1,280.50
ICMA RETIREMENT TRUST - 457	INV0114092	05/07/2021	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,042.28
ICMA RETIREMENT TRUST - 457	INV0114093	05/07/2021	ROTH IRA (AGE 50 & OVER)	101.203.2032400	450.00
ICMA RETIREMENT TRUST - 457	INV0114094	05/07/2021	ROTH-AGE <49 %	101.203.2032400	222.90
INNOVATIVE OFFICE SOLUTIONS	SUM-060979	05/18/2021	April 2021	101.45.3300.419.60040	13.98
IUOE	INV0114084	05/07/2021	UNION DUES IUOE	101.203.2031000	1,293.44
JASON THOMAS CARDINAL	IGHPD2021-1	05/11/2021	Employment backgrounds	101.42.4000.421.30701	1,175.00
KENISON, TERRI	04/30/2021	05/11/2021	April 2021	101.42.4200.423.30700	1,600.00
KIESLER POLICE SUPPLY, INC	IN165569	05/11/2021	PepperBalls	101.42.4000.421.60018	570.00
LANGUAGE LINE SERVICES	10227037	05/11/2021	Over-the-phone interpretations	101.42.4000.421.50020	130.79
LELS	INV0114085	05/07/2021	UNION DUES (LELS)	101.203.2031000	2,102.50
LELS SERGEANTS	INV0114095	05/07/2021	UNION DUES (LELS SGT)	101.203.2031000	381.00
LOCAL GOVERNMENT INFORMATION SYSTEM	50211	05/18/2021	Appl Sup-Internet	101.47.1400.413.40035	1,918.00
LOCAL GOVERNMENT INFORMATION SYSTEM	50375	05/18/2021	CDW 9184 - Switch Replacements	101.47.1400.413.40035	28,963.20
LOCAL GOVERNMENT INFORMATION SYSTEM	50408	05/18/2021	Network Service Thru 04/30/2021	101.47.1400.413.40035	3,243.75
LOCAL GOVERNMENT INFORMATION SYSTEM	50326	05/11/2021	Appl Sup - Police	101.42.4000.421.70501	2,194.00
LOCAL GOVERNMENT INFORMATION SYSTEM	50334	05/11/2021	APPL SUP - FIRE	101.42.4200.423.30700	568.00
LOCAL GOVERNMENT INFORMATION SYSTEM	50347	05/18/2021	Appl Sup - Internet	101.47.1400.413.40035	1,918.00
M & J SERVICES, LLC	2345	05/11/2021	Patched&Repaired C/B's in Boyd Ave are	101.43.5200.443.40046	2,635.00
MCKESSON MEDICAL-SURGICAL INC.	18146636	05/11/2021	Gloves	101.42.4200.423.60065	244.70
METCALFE, JOHN	05/04/2021	05/11/2021	Mailbox Reimbursement	101.43.5200.443.60016	69.02
MINNEAPOLIS OXYGEN CO.	00075453	05/18/2021	Medical oxygen	101.42.4200.423.30700	171.78
MINNEAPOLIS OXYGEN CO.	00075454	05/18/2021	Medical oxygen	101.42.4200.423.30700	122.70
MINNESOTA DEPARTMENT OF HUMAN SERVIC	INV0114073	05/07/2021	CASE #001490481201	101.203.2032100	316.30
MINNESOTA DEPARTMENT OF HUMAN SERVIC	INV0114074	05/07/2021	CASE #001563363401	101.203.2032100	435.16
MINNESOTA DEPARTMENT OF HUMAN SERVIC	INV0114075	05/07/2021	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF HUMAN SERVIC	INV0114076	05/07/2021	CASE #001521862201	101.203.2032100	186.89
MN DEPT OF LABOR & INDUSTRY	05/11/2021	05/11/2021	April 2021	101.207.2070100	3,418.49
MN DEPT OF LABOR & INDUSTRY	05/11/2021	05/11/2021	April 2021	101.41.0000.3414000	(25.00)
MN DEPT OF REVENUE (PAYROLL)	INV0114097	05/07/2021	STATE WITHHOLDING	101.203.2030300	25,369.94
MTI DISTRIBUTING CO	1299724-00	05/18/2021	RainSensor, Pinch Clamp, Pipe Cutter, G	101.44.6000.451.40047	128.10
OXYGEN SERVICE COMPANY, INC	03492873	05/11/2021	OSC Steel	101.42.4000.421.60065	56.46
PERA	INV0114086	05/07/2021	PERA COORDINATED PLAN	101.203.2030600	42,941.76
PERA	INV0114087	05/07/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,303.26

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PERA	INV0114088	05/07/2021	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0114089	05/07/2021	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	21.92
PERA	INV0114090	05/07/2021	PERA POLICE & FIRE PLAN	101.203.2030600	24,321.48
PERA	INV0114091	05/07/2021	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	36,482.25
PETTY CASH - POLICE	03/10/2021	05/11/2021	Package Delivery for Chief Chiodo	101.42.4000.421.50035	7.85
PLUNKETT'S PEST CONTROL	6969149	05/18/2021	General pest control program March 2021	101.42.4200.423.30700	569.91
PRECISE MRM	200-1030652	05/11/2021	Pooled Data	101.43.5200.443.30700	176.72
RCM SPECIALTIES, INC.	7930	05/18/2021	Patching Services	101.43.5200.443.40046	17,175.00
RENEE DUBS ELLENA	21-5002	05/18/2021	General note card and A6 envelopes	101.41.1100.413.60070	95.00
RENEE DUBS ELLENA	21-5010	05/11/2021	Design/Layout of Spring 2021 Newsletter	101.41.1300.413.30700	2,100.00
RENEE DUBS ELLENA	21-5015	05/11/2021	Design/Layout 117th St reconstruction ha	101.41.1300.413.30700	160.00
RENEE DUBS ELLENA	21-5020	05/11/2021	Emerald ash handout design/layout	101.41.1300.413.30700	97.00
RENEE DUBS ELLENA	21-5016	05/11/2021	Electronic letterhead design/layout	101.41.1100.413.50030	185.00
SHERWIN-WILLIAMS CO.	4895-6	05/11/2021	Paint, Primer, Paint recycling fee	101.43.5200.443.60016	248.28
SHRED-N-GO, INC.	119150	05/18/2021	3.95 gallon carts by the pound	101.41.1200.414.30700	44.72
SOLARWINDS	IN517884	05/18/2021	Annual Maintenance Renewal	101.47.1400.413.40035	2,211.84
STREICHER'S	I1501856	05/18/2021	Red dot sight	101.42.4000.421.60065	156.99
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2022270	05/18/2021	COBRA Fees	101.41.1100.413.30550	16.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2022270	05/18/2021	COBRA Fees	101.42.4000.421.30550	120.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2022270	05/18/2021	COBRA Fees	101.43.5100.442.30550	16.50
TDS METROCOM	05/13/2021	05/18/2021	Communication Services	101.47.1400.413.50020	175.50
TEXAS STATE DISBURSEMENT UNIT	INV0114072	05/07/2021	CASE #0012022247	101.203.2032100	401.13
TOTAL CONSTRUCTION & EQUIP.	30349	05/11/2021	fire station 1 repair light fixtures	101.42.4200.423.40040	283.16
TOTAL CONSTRUCTION & EQUIP.	30350	05/11/2021	Fire Station 3 repairlight fixtures	101.42.4200.423.40040	942.97
TYLER TECHNOLOGIES, INC	025-332295	05/18/2021	June monthly fees	101.47.1400.413.40035	438.00
UNIFIRST CORPORATION	0900620477	05/11/2021	Clothing/Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	0900620477	05/11/2021	Clothing/Uniforms	101.44.6000.451.60045	14.24
UNIFIRST CORPORATION	0900621808	05/11/2021	Clothing/Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	0900621808	05/11/2021	Clothing/Uniforms	101.44.6000.451.60045	14.24
UNIFIRST CORPORATION	0900623203	05/18/2021	Clothing/Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	0900623203	05/18/2021	Clothing/Uniforms	101.44.6000.451.60045	14.24
UNIFIRST CORPORATION	0900624540	05/18/2021	Clothing/Unifirst	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	0900624540	05/18/2021	Clothing/Unifirst	101.44.6000.451.60045	14.24
WI SCTF (WI SUPPORT COLLECTIONS TRUST	IINV0114077	05/07/2021	PARTICIPANT ID#0004986316	101.203.2032100	433.06
WSB & ASSOCIATES, INC.	R-017699-000-1	05/18/2021	Interim Public Works Director Services	101.43.5000.441.30700	1,187.50
WSB & ASSOCIATES, INC.	R-017699-000-2	05/18/2021	Interim Public Works Director Services	101.43.5000.441.30700	4,750.00
Fund: 101 - GENERAL FUND					478,137.46
LIME VALLEY ADVERTISING, INC.	21076.03	05/11/2021	Monthly site maintenance & programming	201.44.1600.465.50025	539.00
STACY ANN BROOKS	343	05/11/2021	May blog posts	201.44.1600.465.50025	215.00
Fund: 201 - C.V.B. FUND					754.00
KIVEL, SYDNEY	05/10/2021	05/18/2021	Refund - Instructor didn't show up	204.44.0000.3470000	14.15
MATTSON, MARY B.	05/10/2021	05/18/2021	Speing 2021 - Archery Instructor Fee	204.44.6100.452.30700	300.00
MCCORMICK, LAUREN	05/10/2021	05/18/2021	Refund - Instructor didn't show up	204.44.0000.3470000	28.30
PAYNE, PAUL	05/10/2021	05/18/2021	Refund - Instructor no show	204.44.0000.3470000	14.15
Fund: 204 - RECREATION FUND					356.60
AEP ONSITE PARTNERS, LLC	419-21306834	05/18/2021	April 2021 - Ice Arena	205.44.6200.453.40020	6,764.96
AEP ONSITE PARTNERS, LLC	419-21306834	05/18/2021	April 2021 - Aquatic Center	205.44.6200.453.40020	4,456.62
INNOVATIVE OFFICE SOLUTIONS	SUM-060979	05/18/2021	April 2021	205.44.6200.453.60065	32.54
RENEE DUBS ELLENA	21-5017	05/14/2021	VMCC logo for shirt embroidery	205.44.6200.453.50030	230.00
Fund: 205 - COMMUNITY CENTER					11,484.12
DAKOTA CTY COMM DEV AGENCY	05/07/2021	05/11/2021	2021 Open to business participation fee	290.45.3000.419.30700	5,500.00
HOISINGTON KOEGLER GROUP INC.	020-056-5	05/18/2021	Converge on preferred plan, Explore alter	290.45.3000.419.30700	26,810.75
Fund: 290 - EDA OPERATING					32,310.75
EHLERS AND ASSOCIATES, INC.	86895	05/11/2021	Arbitrage Report 2010B	355.57.9000.570.30150	1,000.00
Fund: 355 - G.O. IMPR BONDS 2010B					1,000.00
DAKOTA CTY PROP TAXATION & RECORDS	SA0020 04/30/2021	05/11/2021	2021 Special Assment Maintenance	399.57.9000.570.30700	4,166.35
Fund: 399 - CLOSED BOND FUND					4,166.35
HOISINGTON KOEGLER GROUP INC.	020-057-5	05/18/2021	IGH NW Area/Peltier Park Design	402.44.6000.451.30700	5,282.50
HOISINGTON KOEGLER GROUP INC.	021-002-2	05/18/2021	IGH South Valley Park DD/CD/CA	402.44.6000.451.30700	4,952.19
WSB & ASSOCIATES, INC.	R-016668-000-8	05/18/2021	2020 HVP Phase 3 improvements	402.44.6000.451.30700	7,117.00
Fund: 402 - PARK ACQ. & DEV. FUND					17,351.69
ACME TOOLS	8674077	05/11/2021	JET combo industrial belt	434.42.4200.423.80500	702.43
Fund: 434 - 2014 IMPROVEMENT FUND					702.43
BOLTON & MENK, INC.	0266332	05/11/2021	117th Street LRIP	436.73.5900.736.30300	1,497.00
KIMLEY-HORN & ASSOCIATES, INC.	18697990	05/11/2021	Labor & Expenses	436.73.5900.736.30300	4,596.14
Fund: 436 - 2016 IMPROVEMENT FUND					6,093.14
EMMONS & OLIVIER RESOURCES	00095-0068-9	05/11/2021	Schaaf settlement design-land acq	439.73.5900.739.30700	444.50
Fund: 439 - 2019 IMPROVEMENT FUND					444.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BARR ENGINEERING COMPANY	23191446.00-8	05/11/2021	Old Village Drainage Study	440.74.5900.740.30300	3,858.50
BARR ENGINEERING COMPANY	23191446.00-8	05/11/2021	Old Village Drainage Study	440.74.5900.740.30300	3,858.50
BOLTON & MENK, INC.	0266337	05/11/2021	Dawn way improvements	440.74.5900.740.30300	5,863.50
BOLTON & MENK, INC.	0266337	05/11/2021	Dawn way improvements	440.74.5900.740.30300	5,863.50
KIMLEY-HORN & ASSOCIATES, INC.	18697989	05/11/2021	Labor & Expenses	440.74.5900.740.30300	5,663.04
SHORT ELLIOTT HENDRICKSON, INC.	403122	05/11/2021	Bryant Lane Area Improvements	440.74.5900.740.30300	18,965.39
Fund: 440 - PAVEMENT MANAGEMENT PROJ					44,072.43
BARR ENGINEERING COMPANY	23190328.20-14	05/11/2021	IGH 2020 project reviews and studies	441.74.5900.741.30300	4,758.00
BARR ENGINEERING COMPANY	23190328.20-14	05/11/2021	IGH 2020 project reviews and studies	441.74.5900.741.30300	3,952.50
GLACIAL RIDGE GROWERS, INC.	5863	05/11/2021	Flowers, Shrubs	441.74.5900.741.40066	743.95
KIMLEY-HORN & ASSOCIATES, INC.	18725102	05/14/2021	Labor & Expenses	441.74.5900.741.30300	2,286.95
Fund: 441 - STORM WATER MANAGEMENT					11,741.40
ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSHIP	105/14/2021	05/18/2021	Settlement Agreement	446.74.5900.746.30700	65,400.00
BARR ENGINEERING COMPANY	23190328.21-2	05/11/2021	IGH 2021 Project Reviews and Studies	446.74.5900.746.30300	4,632.00
BOLTON & MENK, INC.	0266334	05/11/2021	2021 Trunk Utility	446.74.5900.746.30300	1,123.00
BRIAN JAMES TAURINSKAS	04/27/2021	05/11/2021	View parcel. Review/sign settlement	446.74.5900.746.30700	400.00
EMMONS & OLIVIER RESOURCES	00095-0070-3	05/18/2021	CSAH 26 Expansion	446.74.5900.746.30300	6,281.24
FALCON PARTNERS, LP.	04/27/2021	05/11/2021	Permanent Easement	446.74.5900.746.80100	16,900.00
HENNING PROFESSIONAL SERVICES, INC.	105-4	05/11/2021	Argenta 2021-01 Trunk Utilities - Right of	446.74.5900.746.80100	2,178.75
HENNING PROFESSIONAL SERVICES, INC.	105-5	05/14/2021	Argenta 2021-01 Trunk Utilities	446.74.5900.746.30300	8,627.35
KRNEZ, DANIEL	2021-01	05/11/2021	Argenta Trail Trunk Utility Extension Proj	446.74.5900.746.30700	1,500.00
KRNEZ, DANIEL	2021-01	05/11/2021	Argenta Trail Trunk Utility Extension Proj	446.74.5900.746.80100	500.00
RUPPERT APPRAISAL & CONSULTATION, INC.	1675	05/11/2021	Commissioner's Hearing	446.74.5900.746.30700	436.40
Fund: 446 - NW AREA					107,978.74
EMMONS & OLIVIER RESOURCES	00095-0073-3	05/14/2021	Development Reviews	448.74.5900.748.30300	3,752.25
EMMONS & OLIVIER RESOURCES	00095-0073-3	05/14/2021	Development Reviews	448.74.5900.748.30300	507.00
KIMLEY-HORN & ASSOCIATES, INC.	18697980	05/11/2021	Labor & Expenses	448.74.5900.748.30300	845.35
LEAGUE OF MN CITIES	340501	05/14/2021	MN cities stormwater coalition contribution	448.74.5900.748.30300	1,280.00
Fund: 448 - NWA - STORM WATER					6,384.60
HOISINGTON KOEGLER GROUP INC.	020-041-7	05/18/2021	Coverage on preffered plan, assemble m	451.45.3000.419.30700	26,859.50
Fund: 451 - HOST COMMUNITY FUND					26,859.50
BARR ENGINEERING COMPANY	23191452.00-5	05/11/2021	T-8 pond outlet replacement	470.77.5900.770.30300	400.00
Fund: 470 - 2020 IMPROVEMENT FUND					400.00
ACME TOOLS	8692114	05/11/2021	Supplies	471.42.4200.423.60018	746.24
Fund: 471 - 2021 IMPROVEMENT FUND					746.24
BAUER SERVICES OF WELCH LLC	04212021-2039	05/18/2021	Remove fire hydrant - materials & labor	501.50.7100.512.40046	3,200.00
CORE & MAIN LP	0133225	05/14/2021	HydraFinder flag/hyd marker	501.50.7100.512.40043	601.37
CORE & MAIN LP	0146422	05/18/2021	Meters	501.50.7100.512.75500	3,137.07
GERTENS	84820/6	05/18/2021	JRK prem sun & shade	501.50.7100.512.60016	120.90
GOPHER STATE ONE-CALL	1040483	05/11/2021	CINGHT01 Tickets	501.50.7100.512.30700	719.55
KIMBALL MIDWEST	8825294	05/11/2021	200x Hex Nuts	501.50.7100.512.60016	246.00
KIMBALL MIDWEST	8837856	05/11/2021	Cap Screw	501.50.7100.512.60016	348.00
LONE OAK COMPANIES	87208	05/11/2021	Process Statements & Extra postage	501.50.7100.512.30700	387.88
LONE OAK COMPANIES	87208	05/11/2021	Process Statements & Extra postage	501.50.7100.512.50035	17.88
LONE OAK COMPANIES	05/10/2021	05/11/2021	Utility bills	501.50.7100.512.50035	773.75
MTI DISTRIBUTING CO	1299863-00	05/18/2021	Parts	501.50.7100.512.40043	329.42
O' REILLY AUTO PARTS	1767-142258	05/11/2021	Nitrile glv	501.50.7100.512.60016	35.14
O' REILLY AUTO PARTS	1767-146492	05/14/2021	Nitrile glv	501.50.7100.512.60016	105.42
PATRICIA ANN BUTKOWSKI	05/05/2021	05/11/2021	IGH 2020 Water Report	501.50.7100.512.50030	300.00
TYLER TECHNOLOGIES, INC	025-328887	05/11/2021	Utility billing transaction fees	501.50.7100.512.70440	1,726.25
Fund: 501 - WATER UTILITY FUND					12,048.63
GERTENS	507213/1	05/11/2021	Bale of Straw	502.51.7200.514.40043	7.95
GERTENS	84809/6	05/11/2021	Pulverized Landscaping Topsoil	502.51.7200.514.40043	25.95
LONE OAK COMPANIES	87208	05/11/2021	Process Statements & Extra postage	502.51.7200.514.30700	387.89
LONE OAK COMPANIES	87208	05/11/2021	Process Statements & Extra postage	502.51.7200.514.50035	17.89
LONE OAK COMPANIES	05/10/2021	05/11/2021	Utility bills	502.51.7200.514.50035	773.75
METROPOLITAN COUNCIL	0001124305	05/11/2021	Waste Water Services Def Rev	502.51.7200.514.40015	162,719.73
TYLER TECHNOLOGIES, INC	025-328887	05/11/2021	Utility billing transaction fees	502.51.7200.514.70440	1,726.25
Fund: 502 - SEWER UTILITY FUND					165,659.41
ARAMARK REFRESHMENT SERVICES	11250995	05/18/2021	Coffee	503.52.8300.524.76100	236.61
ARTISAN BEER COMPANY	3470383	05/18/2021	Beer	503.52.8300.524.76150	36.90
ARTISAN BEER COMPANY	3471613	05/18/2021	Beer	503.52.8300.524.76150	517.10
ARTISAN BEER COMPANY	3473333	05/18/2021	Beer	503.52.8300.524.76150	878.20
BREAKTHRU BEVERAGE MINNESOTA	339314241	05/18/2021	Beer/Seltzer	503.52.8300.524.76150	240.00
BREAKTHRU BEVERAGE MINNESOTA	339407705	05/18/2021	Beer/Seltzer	503.52.8300.524.76150	240.00
BREAKTHRU BEVERAGE MINNESOTA	339494419	05/18/2021	Beer/Seltzer	503.52.8300.524.76150	385.55
COCA COLA BOTTLING COMPANY	3607210685	04/26/2021	Credit	503.52.8300.524.76100	(75.00)
COCA COLA BOTTLING COMPANY	3607210684	05/18/2021	Beverages	503.52.8300.524.76100	195.35
COCA COLA BOTTLING COMPANY	3607210717	05/18/2021	Beverages	503.52.8300.524.76100	1,131.74
COCA COLA BOTTLING COMPANY	3607210787	05/18/2021	Beverages	503.52.8300.524.76100	808.38
COCA COLA BOTTLING COMPANY	3607210788	05/12/2021	credit	503.52.8300.524.76100	(424.20)
COLLEGE CITY BEVERAGE	689801	05/18/2021	Beer	503.52.8300.524.76150	148.15

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLLEGE CITY BEVERAGE	691757	05/18/2021	Beer	503.52.8300.524.76150	472.80
COLLEGE CITY BEVERAGE	693518	05/18/2021	Beer	503.52.8300.524.76150	142.80
COVERALL OF THE TWIN CITIES INC	1590007567	05/18/2021	Commercial cleaning services	503.52.8500.526.40040	1,124.81
DRAFT TECHNOLOGIES	05032101	05/18/2021	Beer line cleaning	503.52.8300.524.40042	55.00
HEGGIES PIZZA	1000861015	05/18/2021	Pizzas	503.52.8300.524.76050	225.00
INNOVATIVE OFFICE SOLUTIONS	SUM-060979	05/18/2021	April 2021	503.52.8000.521.60010	27.24
JJ TAYLOR DIST. COMPANY OF MN	3185419	05/18/2021	Beer	503.52.8300.524.76150	575.00
M. AMUNDSON LLP	320016	05/18/2021	Candy	503.52.8300.524.76050	219.40
M. AMUNDSON LLP	320807	05/18/2021	Candy	503.52.8300.524.76050	205.63
MANSFIELD OIL COMPANY	22357242	05/18/2021	Fuel	503.52.8400.525.60021	2,411.80
MANSFIELD OIL COMPANY	22369836	05/18/2021	Fuel	503.52.8400.525.60021	1,582.23
MANSFIELD OIL COMPANY	22369837	05/18/2021	Fuel	503.52.8400.525.60021	1,313.79
MTI DISTRIBUTING CO	1292651-01	05/18/2021	Crank-Bell. Rim, Bushing-Flange	503.52.8600.527.40042	396.31
MTI DISTRIBUTING CO	1297474-00	05/18/2021	V-Belt	503.52.8600.527.40042	27.27
MTI DISTRIBUTING CO	1299508-00	05/18/2021	Air ride seat suspension and Spring kit	503.52.8600.527.40042	1,061.16
PHILLIPS WINE & SPIRITS	6199709	05/18/2021	Vodka	503.52.8300.524.76150	80.71
PHILLIPS WINE & SPIRITS	6199690	05/18/2021	Alcohol	503.52.8300.524.76150	295.00
PING	15668370	05/18/2021	Golf Bags	503.52.8200.523.76350	429.84
PING	15712690	05/18/2021	Headwear debossed	503.52.8200.523.76200	53.12
US FOODSERVICE	4092678	04/18/2021	Food	503.52.8300.524.76050	241.84
US FOODSERVICE	5927015	03/30/2021	Credit	503.52.8300.524.76050	(49.43)
US FOODSERVICE	4130298	05/18/2021	Food	503.52.8300.524.76050	16.59
US FOODSERVICE	4275392	05/18/2021	Food	503.52.8300.524.76050	219.95
US FOODSERVICE	4491830	05/18/2021	Food	503.52.8300.524.76050	157.94
US FOODSERVICE	5955299	04/20/2021	Credit	503.52.8300.524.76050	(25.73)
US FOODSERVICE	5955299	04/20/2021	Credit	503.52.8300.524.76100	(34.24)
US FOODSERVICE	4643648	05/18/2021	Food & Supplies	503.52.8300.524.60065	100.32
US FOODSERVICE	4643648	05/18/2021	Food & Supplies	503.52.8300.524.76050	433.66
US FOODSERVICE	4789372	05/18/2021	Food	503.52.8300.524.76050	861.36
US FOODSERVICE	4934413	05/18/2021	Food	503.52.8300.524.60065	192.02
US FOODSERVICE	4934413	05/18/2021	Food	503.52.8300.524.76050	725.27
US FOODSERVICE	4934413	05/18/2021	Food	503.52.8300.524.76100	17.57
WILSON SPORTING GOODS	4534271548	05/18/2021	Golf bags	503.52.8200.523.76350	164.24
Fund: 503 - INVER WOOD GOLF COURSE					18,039.05
LEAGUE OF MN CITIES	05/04/2021	05/18/2021	Property/Casualty Coverage Premium	602.00.2100.415.50010	5,016.00
LEAGUE OF MN CITIES	05/04/2021	05/18/2021	Property/Casualty Coverage Premium	602.00.2100.415.50010	41,743.50
LEAGUE OF MN CITIES	05/04/2021	05/18/2021	Property/Casualty Coverage Premium	602.00.2100.415.50011	27,756.75
LEAGUE OF MN CITIES	05/04/2021	05/18/2021	Property/Casualty Coverage Premium	602.00.2100.415.50012	8,844.50
LEAGUE OF MN CITIES	05/04/2021	05/18/2021	Property/Casualty Coverage Premium	602.00.2100.415.50015	500.50
LEAGUE OF MN CITIES	05/04/2021	05/18/2021	Property/Casualty Coverage Premium	602.00.2100.415.50016	1,986.75
Fund: 602 - RISK MANAGEMENT					85,848.00
C-AIRE INC	156874	05/18/2021	Kits	603.00.5300.444.40040	599.89
CENTENNIAL GLASS	W00010822	05/18/2021	Windshield, Labor & Materials	603.00.5300.444.40041	410.00
CUMMINS INC.	E4-37069	05/18/2021	Tube, cpr water inlet	603.00.5300.444.40041	99.47
DELEGARD TOOLS	23536/1	05/18/2021	Wheel Charger	603.00.5300.444.60040	628.83
DIAMOND MOWERS INC	0196264-IN	05/18/2021	HD Flail Knife	603.00.5300.444.40041	395.04
ENVIRONMENTAL EQUIPMENT & SERVICES, IN	16975	05/11/2021	Curtain, Screws, Nuts	603.00.5300.444.40041	121.00
FACTORY MOTOR PARTS COMPANY	1-6800977	03/30/2021	Credit	603.00.5300.444.40041	(38.76)
FACTORY MOTOR PARTS COMPANY	1-Z24925	03/30/2021	CCA850 RC150	603.00.5300.444.40041	(151.57)
FACTORY MOTOR PARTS COMPANY	1-Z24926	03/30/2021	CCA850 RC150	603.00.5300.444.40041	135.57
FACTORY MOTOR PARTS COMPANY	1-Z25747	05/18/2021	CCAB5D RC150	603.140.1450050	271.14
GRAINGER	9892656050	05/18/2021	Fuel Filter	603.00.5300.444.40041	12.14
GYRO-TRAC CORPORATION	29784	05/18/2021	High Flow Style Teeth	603.00.5300.444.40041	659.11
HOSE / CONVEYORS INC	00092321	05/18/2021	D-FC150F	603.00.5300.444.40041	70.60
INSPEC INC	214892-8	05/11/2021	214892-001 Design	603.00.5300.444.40040	4,465.00
INSPEC INC	214893-6	05/11/2021	214893-001 Design	603.00.5300.444.40040	6,475.00
INVER GROVE FORD	5299088	05/18/2021	Seal & Gasket	603.00.5300.444.40041	32.34
INVER GROVE FORD	5299187	05/11/2021	Hose - Air	603.00.5300.444.40041	76.94
INVER GROVE FORD	5299320	05/11/2021	Switch - Air Conditioner	603.00.5300.444.40041	31.51
INVER GROVE FORD	5299802	05/18/2021	Pump asy - water	603.00.5300.444.40041	69.32
I-STATE TRUCK CENTER	C242688459-01	01/12/2021	High temp, Fuel line	603.00.5300.444.40041	16.64
I-STATE TRUCK CENTER	C242688492-01	01/05/2021	Credit	603.00.5300.444.40041	(16.64)
I-STATE TRUCK CENTER	C242707128-01	05/11/2021	Seat belt	603.00.5300.444.40041	153.60
I-STATE TRUCK CENTER	R242120574-01	05/18/2021	Express Assessment	603.00.5300.444.40041	197.83
KIMBALL MIDWEST	8818057	05/18/2021	Nuts & Bolts	603.140.1450050	317.50
KIMBALL MIDWEST	8837619	05/18/2021	Link	603.00.5300.444.60012	262.83
KIMBALL MIDWEST	8858634	05/18/2021	Screws, Washers, Nuts	603.00.5300.444.60012	243.20
KIMBALL MIDWEST	8865417	05/18/2021	Washer	603.00.5300.444.60012	21.93
L.T.G. POWER EQUIPMENT	254802	05/11/2021	Lever, Washer, Screw	603.00.5300.444.40041	17.59
MACQUEEN EMERGENCY GROUP	P04501	05/11/2021	Buckle 3PT	603.00.5300.444.40041	467.68
MACQUEEN EMERGENCY GROUP	P00109	05/11/2021	Freight	603.00.5300.444.40041	6.81
MACQUEEN EQUIPMENT INC	P34625	05/18/2021	RKR SW, MOM-OFF	603.00.5300.444.40041	32.92
MANSFIELD OIL COMPANY	22340444	05/11/2021	Fuel	603.140.1450060	4,180.63
MANSFIELD OIL COMPANY	22368069	05/18/2021	Fuel	603.140.1450060	9,562.64
MANSFIELD OIL COMPANY	22368070	05/18/2021	Fuel	603.140.1450060	2,307.33
METRO JANITORIAL SUPPLY INC	11015585	05/18/2021	Lubricant and Urinal screen	603.00.5300.444.60012	150.72
MID CITY SERVICES, INC.	152882	05/18/2021	Dust Mats	603.00.5300.444.40065	71.00
MID CITY SERVICES, INC.	154558	05/18/2021	Dust Mats	603.00.5300.444.40065	71.00
MN POLLUTION CONTROL AGENCY	10000123279	05/18/2021	Hazardous waste fees	603.00.5300.444.50070	287.79

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MTI DISTRIBUTING CO	1299699-00	05/18/2021	Filter-Fuel/Water	603.140.1450050	60.22
MTI DISTRIBUTING CO	1299847-00	05/18/2021	Rake Prong	603.00.5300.444.40041	144.33
NORTH AMERICAN TRAILER SALES	030009358623	05/18/2021	Miscallenous welding repairs	603.00.5300.444.40041	2,539.33
O' REILLY AUTO PARTS	1767-140489	05/18/2021	Valve Tool	603.00.5300.444.60040	1.48
O' REILLY AUTO PARTS	1767-142235	05/11/2021	Oil filter	603.140.1450050	16.22
O' REILLY AUTO PARTS	1767-142244	05/18/2021	Filters	603.00.5300.444.40041	11.44
O' REILLY AUTO PARTS	1767-142246	05/11/2021	Air filters, Fuel/Wtr sep	603.00.5300.444.40041	62.98
O' REILLY AUTO PARTS	1767-143415	05/11/2021	Gauge	603.00.5300.444.40040	18.99
O' REILLY AUTO PARTS	1767-143740	05/11/2021	Battery	603.00.5300.444.40041	215.50
O' REILLY AUTO PARTS	1767-143842	05/11/2021	Shim asst	603.00.5300.444.40041	8.20
O' REILLY AUTO PARTS	1767-143896	05/11/2021	Oil Filter	603.00.5300.444.40041	33.87
O' REILLY AUTO PARTS	1767-144351	05/11/2021	Oil Filter	603.00.5300.444.40041	37.16
O' REILLY AUTO PARTS	1767-144353	05/11/2021	Oil Filter	603.140.1450050	47.40
O' REILLY AUTO PARTS	1767-144354	04/30/2021	Oil Filter	603.00.5300.444.40041	(37.16)
POMP'S TIRE SERVICE, INC.	150141870	05/18/2021	Road service - OTR	603.00.5300.444.40041	543.50
POMP'S TIRE SERVICE, INC.	980079857	05/18/2021	Shop services/supplies	603.00.5300.444.60014	279.00
POMP'S TIRE SERVICE, INC.	980079939	05/18/2021	Transforc AT2 Owl	603.00.5300.444.60014	519.08
POMP'S TIRE SERVICE, INC.	980079991	05/18/2021	Destination LE3 Owl	603.00.5300.444.60014	182.98
PUMP AND METER SERVICE INC	510172	05/18/2021	Inspections & Supplies	603.00.5300.444.40040	838.21
SAFE-FAST, INC.	INV245086	05/11/2021	Tools & Equipment	603.00.5300.444.60040	1,878.60
TITAN MACHINERY	15194176-GS	05/11/2021	Leaks & Stabilizer	603.00.5300.444.40041	9,346.00
TOTAL CONSTRUCTION & EQUIP.	21687	05/18/2021	Maintenance Facility	603.00.5300.444.40040	882.66
TRI-STATE BOBCAT INC.	P54493	05/18/2021	Fuel Filter, Outer Air	603.00.5300.444.40041	51.47
TRI-STATE BOBCAT INC.	P54493	05/18/2021	Fuel Filter, Outer Air	603.140.1450050	255.00
UNIFIRST CORPORATION	0900620477	05/11/2021	Clothing/Uniforms	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	0900620477	05/11/2021	Clothing/Uniforms	603.00.5300.444.60045	21.14
UNIFIRST CORPORATION	0900621808	05/11/2021	Clothing/Uniforms	603.00.5300.444.40065	109.81
UNIFIRST CORPORATION	0900621808	05/11/2021	Clothing/Uniforms	603.00.5300.444.60045	22.99
UNIFIRST CORPORATION	0900623203	05/18/2021	Clothing/Uniforms	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	0900623203	05/18/2021	Clothing/Uniforms	603.00.5300.444.60045	21.14
UNIFIRST CORPORATION	0900624540	05/18/2021	Clothing/Unifirst	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	0900624540	05/18/2021	Clothing/Unifirst	603.00.5300.444.60045	22.99
WORLD FUEL SERVICES	231572119572-41801	05/18/2021	Fuel	603.140.1450050	1,500.04
ZARNOTH BRUSH WORKS	0184431-IN	05/11/2021	Sprockets, Bearings, Caster wheels	603.00.5300.444.40041	828.76
ZARNOTH BRUSH WORKS	0184505-IN	05/11/2021	Sprocket, Chains, Tensioners, Caster wh	603.00.5300.444.40041	607.20
ZARNOTH BRUSH WORKS	0184763-IN	05/18/2021	Gutter Brooms & Baffle Strips	603.00.5300.444.40041	73.90
ZARNOTH BRUSH WORKS	0184763-IN	05/18/2021	Gutter Brooms & Baffle Strips	603.140.1450050	1,225.10
Fund: 603 - CENTRAL EQUIPMENT					55,402.35
GREATAMERICA FINANCIAL SERVICES CORPC	29291999	05/18/2021	Printers and Copier	604.00.2200.416.40050	1,978.88
INNOVATIVE OFFICE SOLUTIONS	SUM-060979	05/18/2021	April 2021	604.00.2200.416.60005	241.50
INNOVATIVE OFFICE SOLUTIONS	SUM-060979	05/18/2021	April 2021	604.00.2200.416.60010	1,137.03
PETTY CASH	09/25/2020	05/11/2021	Postage	604.00.2200.416.50035	5.03
Fund: 604 - CENTRAL STORES					3,362.44
AEP ONSITE PARTNERS, LLC	419-21306834	05/18/2021	April 2021 - City Hall	605.00.7500.460.40020	2,411.34
MCKINSTRY ESSENTION LLC	20047071	05/18/2021	Progress Billing	605.00.7500.460.30700	4,037.50
MCKINSTRY ESSENTION LLC	20048287	05/18/2021	Capital planning and BAS optimization	605.00.7500.460.30700	4,037.50
Fund: 605 - CITY FACILITIES					10,486.34
BARR ENGINEERING COMPANY	23190328.19-26	05/11/2021	IGH 2019 project reviews and studies	702.229.2282803	42.00
BARR ENGINEERING COMPANY	23190328.19-26	05/11/2021	IGH 2019 project reviews and studies	702.229.2283203	154.00
BARR ENGINEERING COMPANY	23190328.20-14	05/11/2021	IGH 2020 project reviews and studies	702.229.2288503	322.00
BARR ENGINEERING COMPANY	23190328.20-14	05/11/2021	IGH 2020 project reviews and studies	702.229.2289403	112.00
BARR ENGINEERING COMPANY	23190328.20-14	05/11/2021	IGH 2020 project reviews and studies	702.229.2291502	112.00
BARR ENGINEERING COMPANY	23190328.20-14	05/11/2021	IGH 2020 project reviews and studies	702.229.2298703	448.00
BARR ENGINEERING COMPANY	23190328.21-2	05/11/2021	IGH 2021 Project Reviews and Studies	702.229.2293603	115.00
BARR ENGINEERING COMPANY	23190328.21-2	05/11/2021	IGH 2021 Project Reviews and Studies	702.229.2297603	42.00
BOLTON & MENK, INC.	0267887	05/11/2021	Settler's ridge development	702.229.2284803	585.00
EMMONS & OLIVIER RESOURCES	00095-0073-3	05/14/2021	Development Reviews	702.229.2296703	10,046.99
FERNALD. DAVID	05/04/2021	05/11/2021	Escrow Release	702.229.2293803	1,500.00
STANTEC CONSULTING SERVICES INC.	1767890	05/11/2021	CP 2021-08 - IGH General	702.229.2290403	589.00
STANTEC CONSULTING SERVICES INC.	1767890	05/11/2021	CP 2021-08 - IGH General	702.229.2291103	272.50
STANTEC CONSULTING SERVICES INC.	1767890	05/11/2021	CP 2021-08 - IGH General	702.229.2294803	290.50
STANTEC CONSULTING SERVICES INC.	1767890	05/11/2021	CP 2021-08 - IGH General	702.229.2295703	1,393.00
STANTEC CONSULTING SERVICES INC.	1767890	05/11/2021	CP 2021-08 - IGH General	702.229.2297603	987.00
WSB & ASSOCIATES, INC.	R-017593-000-2	05/11/2021	Peltier site review	702.229.2296703	2,623.50
Fund: 702 - ESCROW FUND					19,634.49
Grand Total					1,121,464.66

**Request for Council Action****Personnel Actions**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 24, 2021	None	X
Item Type:	Consent Agenda	Amount included in current budget	
Contact:		Budget amendment requested	
Prepared by:	Cora Bauer, HR Coord.	FTE included in current complement	
Reviewed by:	Janet Shefchik, HR Manager	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

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

Seasonal/Temporary Employment:

Abigail Tabor, Pool Attendant
Alex Swain, Personal Trainer
Ashley Smith, Kids Rock Assistant
Audrey Oxford, Child Care Worker
Ayla Kleckner, Child Care Worker
Caleb Myran, Parks Helper
Daniel Close, Recreation Intern
Emily Reinkall, Child Care Worker
Gabriel Alvear, Pool Attendant
Jacob Myran, Recreation Program Assistant
Julian Olson, Golf Course Concessionaire
Keelee Roggenbuck, Fitness Instructor
Leanna Adkins, Golf Course Concessionaire
Liam Devine, Child Care Worker
Margaret Ukestad, Pool Attendant
Marvin Bolles, Golf Course Laborer
Matthew Pietsch, Parks Helper
Mindy Shulfer, Fitness Instructor
Steve Quionones-Narvaez, Police Cadet
Talia Bergerson, Golf Course Concessionaire
Tracey Ellis, Fitness Instructor
Tyler Christensen, Parks Helper
Zachary Muccio, Kids Rock Lead

Voluntary Resignations, Retirements and/or Terminations:

Sam Polivick, Fitness Instructor

**Request for Council Action**

TITLE: Consider Approval of Resolution Approving Medsurety as the City's Third-Party Administrator (TPA) for certain benefit plans, including the HRA, HSA, FSA, COBRA and Retiree plans

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	5/24/21	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Janet Shefchik	Budget amendment requested	
Prepared by:	Janet Shefchik	FTE included in current complement	
Reviewed by:	Heather Rand	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider approval of resolution Approving Medsurety as the City's Third-Party Administrator (TPA) for certain benefit plans, including the HRA, HSA, FSA, COBRA and Retiree plans

SUMMARY:

The City has utilized TASC/Genesis, as its Third-Party Administrator (TPA) for its pre-tax benefit plans for many years. The TPA ensures that employee deductions and City contributions are appropriately applied to participant, City, and vendor accounts. The TPA provides transactional administration for Medical and Dependent Care Flexible Spending Accounts (FSA), Health Reimbursement Accounts (HRA)/VEBA, and Health Savings Accounts (HSA). The HRA/VEBA and HSA Plans are associated with our high deductible medical plans through HealthPartners insurance, and those along with our FSA plans are utilized by employees daily. The TPA provides website access and mobile apps so that participants can request reimbursements, view their account balances, and change investments, etc. Additionally, the City utilizes TASC's services to issue some tax forms, track COBRA and Retiree eligibility, issue notifications, and process billings.

As a customer interface, all TPAs have challenges, especially with organizations who have complex and/or a fair number of plans as this City does. On occasional, employee issues have come up in recent years that took longer than expected to resolve. Toward the end of last year, just prior to 2021 Open Enrollment, TASC initiated a change to the use of a Universal Benefit

Account (UBA) for plan participants. The idea behind the UBA, was so that employees with various accounts could use a single debit card toward their transactions, and to simplify the access to their participant funds. While the City was hopeful and saw value in this, the transition did not go as planned. Due to increasing concerns by employees, unsuccessful attempts by staff to get clear answers, and several remaining unresolved issues, the City reached out to NFP, its Insurance and Benefit Plans Broker of record, to discuss switching administrators.

NFP knew of several TPAs in the area that could administer the types of plans that the City carries, and as our Broker, they were authorized to solicit Requests for Proposals (RFP) from those organizations. NFP gathered the information and submitted it to the City. City Human Resource and Finance Department staff including the H.R. Manager and Finance Director, then narrowed the field to 3 vendors and NFP arranged for presentations. Staff then requested a second meeting with Medsurety to ask additional questions and view its participant and payroll interfacing software. Medsurety was then chosen via unanimous vote, as the vendor to replace TASC. As a 60-day notification is required, a termination letter was issued to TASC, with the termination/expected date of transition to Medsurety indicated as 8/1/21.

As the use of a Third-Party Administrator does not affect the benefit plans offered by the City, this process did not require the involvement of the City's Benefits Committee. The TPA is an entity that is used to administer the benefits that have already been approved by Council. The City is fortunate to have NFP as our "Broker of Record", as the gathering of RFPs for such purpose is within the realm of responsibilities that may be assigned to them under their contract with the City. NFP has proven to be invaluable in these processes and ensures that the City is compliant with the legally required timelines for seeking RFPs for its various benefit plans (e.g., the City is required to go out for bids once every 5 years for certain plans).

To ensure transparency, staff submits this agenda item to explain the process of choosing a new TPA, and to ask that Council formally approve the recommendation to accept Medsurety as the City's TPA for the plan administration services as outlined above. The cost to utilize Medsurety's services are roughly equivalent to that of TASC, and therefore no budget adjustment will be needed.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING MEDSURETY AS THE CITY'S THIRD-PARTY
ADMINISTRATOR (TPA) FOR CERTAIN BENEFIT PLANS INCLUDING THE HRA,
HSA, FSA, COBRA AND RETIREE PLANS**

WHEREAS, the City of Inver Grove Heights utilizes a Third-Party Administrator (TPA) to administer benefit plan transactions such as necessary for the HRA, HAS, FSA, COBRA and Retiree Plans; and

WHEREAS, it is the goal of the City to provide services that allow for ease of use and access to employee benefit plans and participant funds; and

WHEREAS, it was determined by staff that TASC, the current TPA, was not providing services in keeping with City standards and expectations; and

WHEREAS, NFP our insurance and benefits broker solicited Requests for Proposal for a new TPA; and

WHEREAS, City staff were provided with presentations and meetings with prospective TPAs; and

WHEREAS, Medsurety was chosen by staff to replace TASC, as the City's Third-Party Administrator.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS as follows:

1. Authorizes termination of the contract between the City and TASC to serve as the City's Third Party Administrator to administer benefit plan transactions as necessary for the HRA, HSA, FSA, COBRA, and Retiree plans.
2. Approves the contract with Medsurety to serve as the City's Third-Party Administrator for various benefits plans, including the HRA, HSA, FSA, COBRA and Retiree Plans.
3. Authorizes appropriate staff to take the necessary steps to implement these actions.

Passed by the City Council of Inver Grove Heights this 24 day of May 2021.

Ayes:

Nays:

ATTEST:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk



Request for Council Action

TITLE: Consider Resolution Authorizing Execution of an Updated Contract with AFSCME for the Period of 1/1/21 to 12/31/22

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	5/24/21	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Janet Shefchik	Budget amendment requested	
Prepared by:	Janet Shefchik	FTE included in current complement	
Reviewed by:	Heather Rand	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider resolution to Authorize the Execution of an Updated Contract with AFSCME for the Period of 1/1/21 to 12/31/22.

SUMMARY:

In April of this year, the City approved and executed a contract with AFSCME for the period of 1/1/21 to 12/31/22. AFSCME prepared the contract, which has been in place since signatures were obtained from both parties. As per the agreement, the contract terms were retroactive to the beginning of the year.

Subsequent to the execution of the contract for the current period, the union noticed an omission of the pay scale for the Lead Customer Service Specialist position. The position had been discussed and it was agreed by both parties that it was to be included. Unfortunately, in the process of ensuring all of the figures were correct, the missing pay line was overlooked. In consultation with the City Attorney, the omission/oversight was determined to be a scrivener's error, which essentially equates to a typo on the part of the preparer. The City appreciates the work that was done by the union to prepare the multipage document for signature. In order to formally correct the error, however, it was recommended that the City seek council approval for the execution of a revised contract to replace the contract currently on file. In the interim, the City will continue to pay the incumbent in the position commensurate with the pay scale established for the grade within the City's Compensation and Classification plan.

Therefore, staff recommends and requests the authorization to execute a revised/updated contract with AFSCME to include the previously omitted Lead Customer Service Specialist position.

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

RESOLUTION NO. _____

**RESOLUTION TO AUTHORIZE THE EXECUTION OF AN UPDATED CONTRACT
WITH AFSCME FOR THE PERIOD OF 1/1/21 TO 12/31/22**

WHEREAS, the City had previously approved a contract with AFSCME for the period of 1/1/21 to 12/31/22, and,

WHEREAS, the pay for the Lead Customer Service Specialist Classification was inadvertently left off of the wage appendices for that contract, and,

WHEREAS, both parties agreed to its inclusion during negotiations.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
INVER GROVE HEIGHTS AS FOLLOWS:**

The City Council authorizes the Execution of an Updated Contract with AFSCME for the period of 1/1/21 to 12/31/22 with the addition of the Lead Customer Service Specialist Classification and related previously negotiated pay scale in Appendix A and Appendix B.

Passed by the City Council of Inver Grove Heights this 24 day of May 2021.

Ayes:

Nays:

ATTEST:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

**Request for Council Action**

TITLE: Consider Approval of Two Massage Therapist Licenses, Dawn Younkin and Mariah Smith for OyeSpa Inc. at 7741 Amana Trail.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 24, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	651-450-2513	Budget amendment requested	
Prepared by:	Rebecca Kiernan City Clerk	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider Approval of two Massage Therapist Licenses, Dawn Younkin and Mariah Smith for OyeSpa Inc. at 7741 Amana Trail.

SUMMARY

OyeSpa, Inc had a change in their Massage Therapists for their staff located at 7741 Amana Trail. Applicants have paid the application fees for a massage therapist license. The applicants underwent a background checks by the Police Department. The Police Department completed their investigation and found nothing to exclude Dawn Younkin or Mariah Smith from being a massage therapist.

Staff recommends approval of both Dawn Younkin and Maria Smith as Massage Therapists at OyeSpa, Inc.

**Request for Council Action**

TITLE: Consider approval of Resolution No. 2021-___, a resolution authorizing easement acquisition for City Project No. 2016-13 - Cahill Trunk Drainage Improvements

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 24, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Bridget Nason, City Attorney	Budget amendment requested	
Prepared by:	Peter Mikhail	FTE included in current complement	
Reviewed by:	Bridget Nason	New FTE requested - N/A	
		Other	x

SUMMARY:

By Resolution No. 2021-010, the City Council accepted amendment no. 1 to the feasibility report, ordered City Project No. 2016-13 - Cahill Trunk Drainage Improvements ("Project"), and authorized easement acquisitions. The resolution on this agenda implements that previous resolution. The proposed resolution includes: (a) public purpose findings that the specific easements are reasonably necessary for the Project; and, (b) a procedure to determine the City's approved appraised values for the acquisitions, a determination that is necessary for the City to acquire the easements before Project construction begins.

PURPOSE/ACTION REQUESTED:

Approve Resolution No. 2021-___, Authorizing Easement Acquisition For City Project No. 2016-13 - Cahill Trunk Drainage Improvements.

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

**RESOLUTION AUTHORIZING EASEMENT ACQUISITION FOR
CITY PROJECT NO. 2016-13 – CAHILL TRUNK DRAINAGE IMPROVEMENTS**

RESOLUTION NO. 2021-__

WHEREAS, the City Council has deemed it necessary and feasible that the City of Inver Grove Heights (“City”) undertake City Project No. 2016-13 – Cahill Trunk Drainage Improvements (“Project”); and

WHEREAS, by Resolution No. 2021-010, the City Council accepted amendment no. 1 to the feasibility report, ordered for the Project, and authorized land acquisition and final design and construction engineering services with Kimley-Horn & Associates, Inc.; and

WHEREAS, the City Council deems the Project necessary and expedient for the public health, safety, and welfare; and

WHEREAS, it is necessary to acquire certain easements to construct, operate, and maintain the Project; and

WHEREAS, the City Council finds that it is reasonably necessary, proper, convenient, and in the interest of the general welfare that the City acquire for the Project the easements described in Exhibit A attached hereto (“Easements”); and

WHEREAS, the City Council finds that title to and possession of the Easements is required before the Project construction can begin and before the filing of the final report of the condemnation commissioners to be appointed by the district court; and

WHEREAS, the City has engaged an independent real estate appraiser to provide the City with the appraiser’s opinion of damages caused by the City’s acquisitions of the Easements.

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

1. The acquisition of the Easements is necessary and for a public purpose in furtherance of the Project;
2. The proper City officers and agents are authorized and directed to acquire the Easements needed for the Project by voluntary negotiation and, if necessary, through the exercise of the power of eminent domain;

3. The proper City officers and agents are authorized and directed to make offers of compensation for the Easements consistent with the independent appraisals, and to attempt to negotiate the voluntary acquisition of the Easements;
4. The City Attorney is authorized and directed to take all steps necessary on behalf of the City to acquire the Easements through eminent domain if they are not timely acquired by voluntary negotiation, including filing an action in eminent domain and using the quick take procedure under Minn. Stat. § 117.042;
5. That the City Engineer is authorized to approve the appraised values for the Easements if he determines that the independent appraisals adequately reflect the fair market value thereof for the purposes of Minn. Stat. § 117.042.

Adopted this ____ day of _____, 2021.

Thomas Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

EXHIBIT A

EASEMENTS TO BE ACQUIRED

(attached on the following pages)

Parcel 17:

PID No.: 20-19500-03-090; Abstract Property

Street Address: 6420 Carleda Way, Inver Grove Heights, Minnesota 55076

Legal Description: Lot 9, Block 3, Dakota Park Addition, Dakota County, Minnesota.

Legal Description of the Acquisition:

**PERMANENT DRAINAGE, UTILITY AND PONDING EASEMENT AND
PERMANENT DRAINAGE AND PONDING EASEMENT**

A permanent drainage, utility and ponding easement over, under and across the following described property:

Lot 9, Block 3, Dakota Park Addition, Dakota County, Minnesota.

Abstract Property.

Said permanent drainage, utility and ponding easement bounded by the following described lines:

All that part of Lot 9, Block 3, Dakota Park Addition, Dakota County, Minnesota, lying south of the following described line: Commencing at the northwest corner of Lot 9, Block 3, Dakota Park Addition, Dakota County, Minnesota; thence south along the west line Lot 9 for a distance of 62.74 feet to the point of beginning; thence deflecting left 20 degrees 29 minutes 12 seconds a distance of 8.30 feet; thence deflecting left 15 degrees 40 minutes 34 seconds a distance of 54.16 feet; thence deflecting left 11 degrees 37 minutes 54 seconds a distance of 42.75 feet; thence deflecting right 16 degrees 33 minutes 30 seconds a distance of 28.20 feet to the east line of Lot 9 and there terminating; and lying north of the south 20 feet of Lot 9.

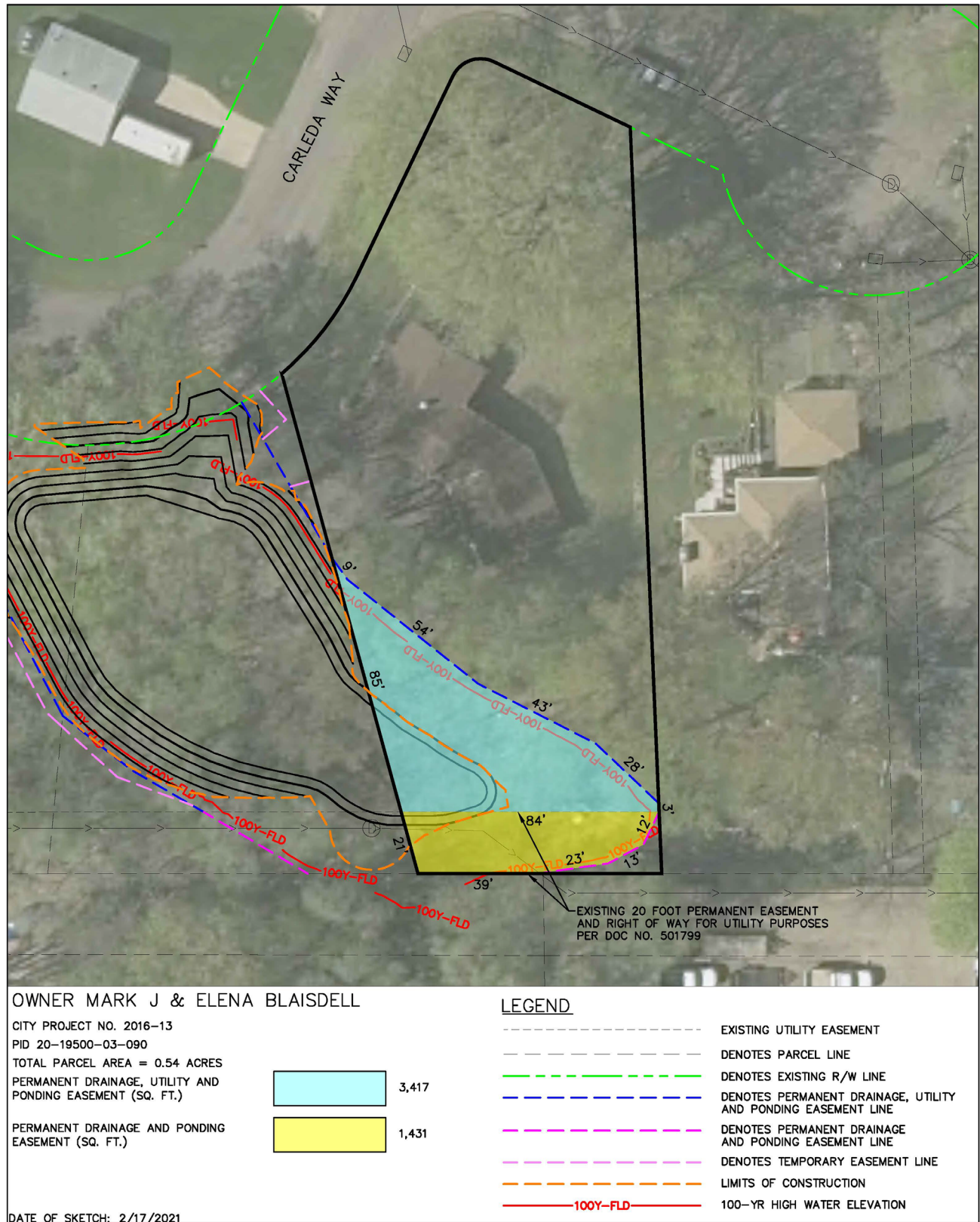
Said permanent easement containing 3367.208 Sq. Ft., 0.077 Acres.

Said permanent drainage and ponding easement described as follows:

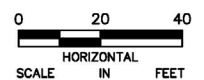
The south 20 feet of Lot 9, Block 3, Dakota Park Addition, Dakota County, Minnesota, except that part lying south of the following described line: Commencing at the southwest corner of Lot 9, Block 3, Dakota Park Addition, Dakota County, Minnesota; thence east along the south line Lot 9 for a distance of 42.02 feet to the point of beginning of said line to be described; thence deflecting left 08 degrees 00 minutes 12 seconds a distance of 19.75 feet; thence deflecting left 19 degrees 47 minutes 23 seconds a distance of 12.98 feet; thence deflecting left 36 degrees 30 minutes 10 seconds a distance of 11.80 feet to the east line of Lot 9 and there terminating.

Said permanent easement containing 1452.174 Sq. Ft., 0.033 Acres.

Sketch:



CAHILL TRUNK DRAINAGE IMPROVEMENTS PARCEL SKETCH
INVER GROVE HEIGHTS, MN



Parcels 18 and 19:

PID Nos.: 20-19500-03-100 and 20-19500-03-110; Abstract Property

Street Address: XXXX, Inver Grove Heights, Minnesota 55076

Legal Description: Lots 10 and 11, Block 3, Dakota Park, Dakota County, Minnesota.

Legal Description of the Acquisition:

**PERMANENT DRAINAGE, UTILITY AND PONDING EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

A permanent drainage, utility and ponding easement over, under and across the following described property:

Lots 10 and 11, Block 3, Dakota Park Addition, Dakota County, Minnesota.

Abstract Property.

Said permanent drainage, utility and ponding easement bounded by the following described lines:

Beginning at the north corner of Lot 10 and Lot 11, Block 3, Dakota Park Addition, Dakota County, Minnesota; thence south along the line between Lot 10 and Lot 11 for a distance of 88.18 feet; thence deflecting left 56 degrees 45 minutes 47 seconds a distance of 28.58 feet; thence deflecting left 08 degrees 10 minutes 33 seconds a distance of 26.62 feet to a point on a line 20 feet north and parallel with the south line of Lot 10; thence continuing east along said parallel line 64.55 feet to the east line of Lot 10; thence north along said east line to a point 62.74 feet south along the east line from the northeast corner of Lot 10; thence deflecting left 14 degrees 49 minutes 36 seconds a distance of 59.02 feet to the north line of Lot 10; thence continuing west along said north line to the point of beginning and there terminating

Said permanent easement containing 10,222.439 Sq. Ft., 0.235 Acres.

Also:

Beginning at the north corner of Lot 10 and Lot 11, Block 3, Dakota Park Addition, Dakota County, Minnesota; thence south along the line between Lot 10 and Lot 11 for a distance of 88.18 feet; thence deflecting right 147 degrees 21 minutes 48 seconds a distance of 56.48 feet; thence deflecting left 101 degrees 31 minutes 11 seconds a distance of 10.00 feet; thence deflecting right 80 degrees 10 minutes 56 seconds a distance of 19.00 feet; thence deflecting right 63 degrees 19 minutes 12 seconds a distance of 44.18 feet to the north line of Lot 11; thence continuing east along said north line to the point of beginning and there terminating

Said permanent easement containing 2,896.468 Sq. Ft., 0.066 Acres.

Said permanent drainage and ponding easement described as follows:

Beginning at the southeast corner of Lot 10, Block 3, Dakota Park Addition, Dakota County, Minnesota; thence west along the south line of Lot 10 for a distance of 36.37 feet; thence deflecting right 30 degrees 45 minutes 53 seconds a distance of 39.10 feet to a point on a line 20 feet north and parallel with the south line of Lot 10; thence continuing east along said parallel line 64.55 feet to the east line of Lot 10; thence south along said east line to the point of beginning and there terminating

Said permanent easement containing 1,009.144 Sq. Ft., 0.023 Acres.

Together with a temporary easement for construction purposes over, under and across the following described property:

Lots 10 and 11, Block 3, Dakota Park Addition, Dakota County, Minnesota.

Abstract Property.

Said temporary construction easement bounded by the following described lines:

Commencing at the north corner of Lot 10 and Lot 11, Block 3, Dakota Park Addition, Dakota County, Minnesota; thence south along the line between Lot 10 and Lot 11 for a distance of 88.18 feet to the point of beginning; thence deflecting left 56 degrees 45 minutes 47 seconds a distance of 28.58 feet; thence deflecting left 08 degrees 10 minutes 33 seconds a distance of 23.05 feet; thence deflecting right 170 degrees 42 minutes 33 seconds a distance of 26.18 feet; thence deflecting right 21 degrees 25 minutes 02 seconds a distance of 24.59 feet to the west line of Lot 10; thence continuing north along said west line to the point of beginning and there terminating

Said temporary easement containing 147.901 Sq. Ft., 0.003 Acres.

And:

Commencing at the northeast corner of Lot 10, Block 3, Dakota Park Addition, Dakota County, Minnesota; thence south along the east line of Lot 10 for a distance of 62.74 feet to the point of beginning; thence deflecting right 165 degrees 10 minutes 24 seconds a distance of 27.08 feet; thence deflecting right 104 degrees 51 minutes 33 seconds a distance of 6.93 feet to the east line of Lot 10; thence south along said east line to the point of beginning and there terminating

Said temporary easement containing 90.708 Sq. Ft., 0.002 Acres.

And:

Commencing at the northeast corner of Lot 10, Block 3, Dakota Park Addition, Dakota

County, Minnesota; thence south along the east line of Lot 10 for a distance of 62.74 feet; thence deflecting right 165 degrees 10 minutes 24 seconds a distance of 59.02 feet to the north line of Lot 10, the point of beginning; thence south along last described line a distance of 14.20 feet; thence deflecting left 100 degrees 25 minutes 48 seconds a distance of 9.82 feet; thence deflecting left 91 degrees 48 minutes 32 seconds a distance of 13.09 feet to the north line of Lot 10; thence west along said north line to the point of beginning and there terminating

Said temporary easement containing 112.836 Sq. Ft., 0.003 Acres.

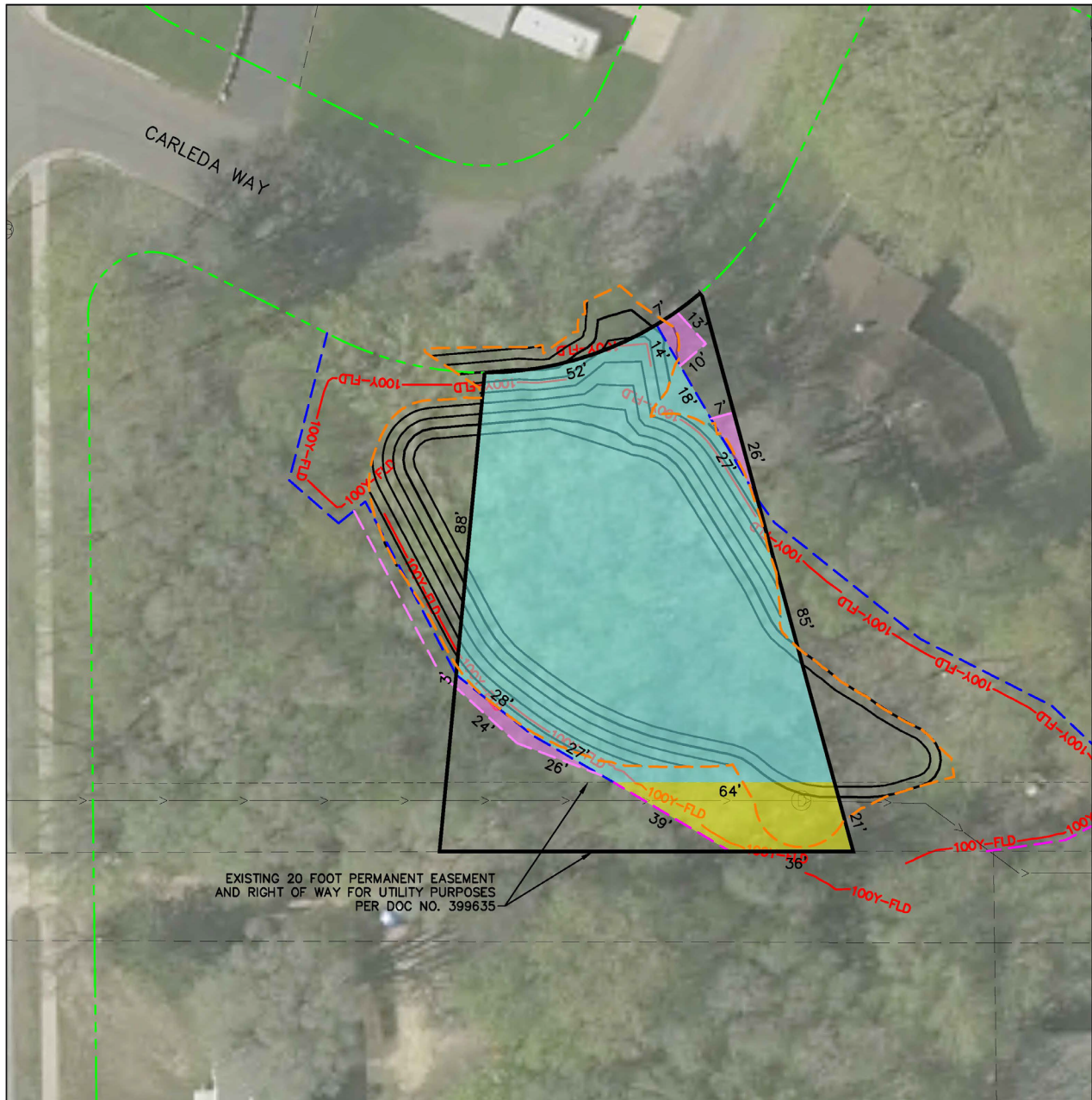
Also:

Commencing at the north corner of Lot 10 and Lot 11, Block 3, Dakota Park Addition, Dakota County, Minnesota; thence south along the line between Lot 10 and Lot 11 for a distance of 88.18 feet to the point of beginning; thence deflecting right 147 degrees 21 minutes 48 seconds a distance of 56.48 feet; thence deflecting left 101 degrees 31 minutes 11 seconds a distance of 4.08 feet; thence deflecting left 78 degrees 28 minutes 49 seconds a distance of 52.74 feet; thence deflecting left 20 degrees 08 minutes 41 seconds a distance of 6.21 feet to the east line of Lot 11; thence continuing north along said east line to the point of beginning and there terminating

Said temporary easement containing 226.980 Sq. Ft., 0.005 Acres.

Said temporary easement shall expire on June 1, 2023.

Sketch:



OWNER RICHARD D MITCHELTREE, KYLA R &
GREGORY C MITCHELTREE

CITY PROJECT NO. 2016-13

PID 20-19500-03-100

TOTAL PARCEL AREA = 0.31 ACRES

PERMANENT DRAINAGE, UTILITY AND
PONDING EASEMENT (SQ. FT.)

TEMPORARY EASEMENT (SQ. FT.)
EXPIRES JUNE 1, 2023

PERMANENT DRAINAGE AND PONDING
EASEMENT (SQ. FT.)

DATE OF SKETCH: 2/17/2021

LEGEND

EXISTING UTILITY EASEMENT

DENOTES PARCEL LINE

DENOTES EXISTING R/W LINE

DENOTES PERMANENT DRAINAGE, UTILITY
AND BONDING FACEMENT LINE

AND PONDING EASEMENT LINE
DENOTES PERMANENT DRAINAGE

DENOTES PERMANENT DRAINAGE
 AND PONDING EASEMENT LINE

DENOTES TEMPORARY EAS

LIMITS OF CONSTRUCTION

100-YR HIGH WATER ELEVATION

CAHILL TRUNK DRAINAGE IMPROVEMENTS PARCEL SKETCH

INVER GROVE HEIGHTS, MN



A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '20' at the midpoint, and '40' at the right end. Below the bar, the text 'HORIZONTAL' is centered, and 'SCALE IN FEET' is written at the bottom.



OWNER RICHARD D MITCHELTREE, KYLA R &
GREGORY C MITCHELTREE

CITY PROJECT NO. 2016-13

PID 20-19500-03-110

TOTAL PARCEL AREA = 0.39 ACRES

PERMANENT DRAINAGE, UTILITY AND
PONDING EASEMENT (SQ. FT.)

2,923

TEMPORARY EASEMENT (SQ. FT.)
EXPIRES JUNE 1, 2023

233

LEGEND

- EXISTING UTILITY EASEMENT
- DENOTES PARCEL LINE
- DENOTES EXISTING R/W LINE
- DENOTES PERMANENT DRAINAGE, UTILITY AND PONDING EASEMENT LINE
- DENOTES PERMANENT DRAINAGE AND PONDING EASEMENT LINE
- DENOTES TEMPORARY EASEMENT LINE
- LIMITS OF CONSTRUCTION
- 100Y-FLD 100-YR HIGH WATER ELEVATION

DATE OF SKETCH: 2/17/2021

CAHILL TRUNK DRAINAGE IMPROVEMENTS PARCEL SKETCH INVER GROVE HEIGHTS, MN



0 20 40
HORIZONTAL
SCALE IN FEET

**Request for Council Action****TITLE: RENEWAL OF ADVERTISING BENCH PERMITS**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 24, 2021	None	X
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Heather Botten 651-450-2569	Budget amendment requested	
Prepared by:	Heather Botten	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED: Approve the renewal of 20 advertising bus benches in the City of Inver Grove Heights.

SUMMARY:

Per Title 10, Section 15i of the City Code, Advertising Bench permits are to be renewed every 2 years. The purpose of the renewal is to regulate the placing and maintenance of advertising benches (bus benches) in public rights of way in order to control location, appearance, proliferation and traffic safety.

The benches located within the city are owned by National Courtesy Benches and US Bench Corporation. There are 20 current advertising benches, all located in the right of way on roadways that are used as bus routes by the regional public transit authority. Staff inspected the advertising bench locations throughout the City; all the benches complied with the required criteria including the bench being neat, clean, and in a usable condition.

Planning Staff: Recommends approval of the 2021-2022 bus bench permits.

Attachments: Advertising Bench Locations

Inver Grove Heights Locations for 2021 License Renewal

<i>Corner</i>	<i>Location</i>
SE	54th St E @ S Robert Trail
SE	Blaine Ave @ 80th St E
NE	Cahill Ave @ 80th St E
SE	Cahill Ave @ Cheney Trail
SW	Carmen Ave @ 65th St E
SE	Carmen Ave @ 65th St E
NW	Cenex Dr @ Upper 55th St E
SE	Clayton Ave @ 75th St E
SW	Mendota Rd @ S Robert Trail
SE	Mendota Rd E @ Babcock Trail
NE	Upper 55th St E @ S Robert Trail

E side	50th St E @ S Robert Trail
NE	78th St E @ Cahill Ave
SE	80th St E @ Boyd Ave
NW	80th St E @ Cahill Ave
SW	80th St E @ Cleadis Ave
NW	Babcock Trail @ 55th St
SE	Cahill Ave @ 78th St E
NW	Clayton Ave @ 78th St E
SW	College Trail @ Cahill Ave

**Request for Council Action****Approve Custom Grading Agreement and Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, Oakbush 4th Addition (6124 Blaine Ave)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 24, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski City Engineer	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	Engineering Escrow provided by owner

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement and Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, Oakbush 4th Addition (6124 Blaine Ave).

SUMMARY

The owners of 6124 Blaine Ave are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owner, LDK Builders Inc., has provided the required Grading and Erosion control plans. They have signed the Custom Grading Agreement (attached) which spells out the conditions to be met. An engineering escrow of \$1,500 has been provided to cover costs incurred by the City for review and inspection of the site grading. A building permit will be applied for and a \$10,000 LOC or cash surety has been provided.

The owner has also executed a Storm Water Facilities Maintenance Agreement for a rain garden system to be constructed on the lot.

It is recommended the City approve the Custom Grading Agreement and Storm Water Facilities Maintenance Agreement relating to Lot 2, Block 1, Oakbush 4th Addition.

TJK/np

Attachment: Custom Grading Agreement
Storm Water Facilities Maintenance Agreement

CUSTOM GRADING AGREEMENT
FOR
LOT 2, BLOCK 1, OAKBUSH FOURTH ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
LOT 2, BLOCK 1, OAKBUSH FOURTH ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 24th day of May, 2021 by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

WHEREAS, the Owner has applied to the City for approval of the Development Plans and a building permit for the Property;

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities and storm water improvements;

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

corporation.

1.3 OWNER. "Owner" means LDK Builders Inc., a Minnesota corporation, and its successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means the Certificate of Survey dated May 3, 2021 prepared by Plowe Engineering, Inc. approved by the City Engineer on May 10, 2021, and attached to Appendix 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:
LDK Builders Inc.
8242 – 125th Avenue
Milaca, MN 56353

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

1.19 PROPERTY. Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

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

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

ARTICLE 3 **IMPROVEMENTS**

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

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

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

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

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

resulting from the grading or building on the land within the Property by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

3.7 PAVING OF DRIVEWAY. The Owner must pave the driveway per City requirements.

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

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

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

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County

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

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

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

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

5.4 TIME OF PAYMENT. The Owner shall pay all bills from the City within thirty

(30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 6 **OWNER WARRANTIES**

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

ARTICLE 7 **CITY WARRANTIES**

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

ARTICLE 8 **INDEMNIFICATION OF CITY**

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

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

- j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9

CITY REMEDIES UPON OWNER DEFAULT

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

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

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

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

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

thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10 **ESCROW DEPOSIT**

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2023. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2023, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2023.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

10.3 ENGINEERING ESCROW AMOUNT. In addition to the Escrow Amount, the Owner shall also deposit \$1,500 in cash with the City (hereafter "Engineering Escrow Amount")

contemporaneously with execution of this Agreement.

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

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

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

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

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

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

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

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Property.

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

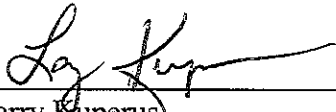
(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of May, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

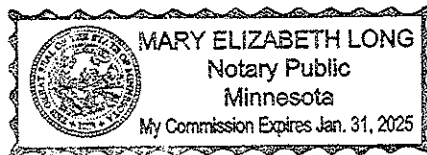
Notary Public

OWNER:
LDK BUILDERS INC.

By: 
Larry Kuperus
Its President

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 14th day of May, 2021, before me a Notary Public within and for said County, personally appeared Larry Kuperus to me personally known, who being by me duly sworn, did say that he is the President of LDK Builders Inc., the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of the Board of Directors and said Larry Kuperus acknowledged said instrument to be the free act and deed of the corporation.




Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 2, Block 1, Oakbush Fourth Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Abstract Property

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	May 3, 2021	Plowe Engineering, Inc.

The Development Plans were approved by the City Engineer on May 10, 2021.

APPENDIX 2
IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u>X</u>	Prior to obtaining building permit	Grading, drainage, sediment & erosion control
<u>X</u>	Prior to obtaining building permit	Stormwater improvements
<u>X</u>	Prior to Certificate of Occupancy	Driveway
<u>X</u>	Prior to Certificate of Occupancy	As-builts
<u>X</u>	Within 6 months after Certificate of Occupancy	Landscaping

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR
LOT 2, BLOCK 1, OAKBUSH FOURTH ADDITION,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 24th day of May, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and LDK Builders Inc., a Minnesota corporation (hereafter referred to as Landowner). 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 LDK Builders Inc., a Minnesota corporation, and its 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 infiltration basins and related storm water appurtenances lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Certificate of Survey dated May 3, 2021, prepared by Plow Engineering, Inc. and approved by the City Engineer on May 10, 2021. The Storm Water Facility Plan is attached hereto as **Exhibit B.**

Storm Water Facility Plan includes the Operations & Maintenance Plan attached hereto as **Exhibit C.** The Storm Water Facility Plan is on file with the City.

The Storm Water Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

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

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property. Landowner is currently the Responsible Owner.

Recital No. 2. Landowner has requested that the City approve plans relating to the construction of a new home on the Landowner Property.

Recital No. 3. The City is willing to approve the construction plans if, among other conditions imposed by the City, 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, if needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to December 31, 2021, or prior to building permit, whichever occurs first, Landowner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City.

The Storm Water Facilities shall be completed by December 31, 2021; however, the City Engineer may extend the completion date by subsequent written action of the City Engineer.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also 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).
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the NWA Stormwater Manual (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District.

- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011.
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the Storm Water Facilities operate 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 Operations & Maintenance Plan attached as **Exhibit C** shows how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested. The Storm Water Facilities shall be designed to accommodate a 100-year storm event per City requirements. The Storm Water Facilities shall be designed and constructed using Dakota County LID standards.
 - iv.) The Operations & Maintenance Plan shall contain the following information:
 - Detailed inspection requirements;
 - Inspection and maintenance schedules;
 - Contact information for the Responsible Owner;
 - As built plans of the Storm Water Facilities;

- The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- 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.

By 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 D**.

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 Responsible Owner 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 (if Responsible Owner fails to do so) 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 vegetative cover and 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 Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions imposed by the City in the Custom Grading Agreement between the City and Landowner dated May 24, 2021, are satisfied, the Council will approve the Development Plans as defined in the Custom Grading Agreement.

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

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

If to Landowner: LDK Builders Inc.
8242 – 125th Avenue
Milaca, MN 56353

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 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: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

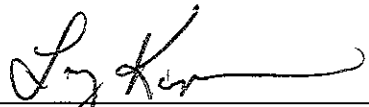
(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of May, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

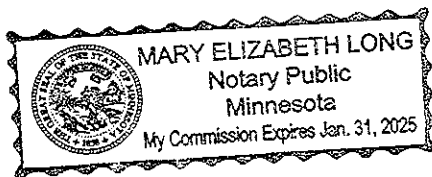
Notary Public

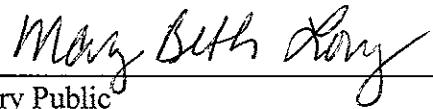
**LANDOWNER:
LDK BUILDERS INC.**

By: 
Larry Kuperus
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of May, 2021, before me a Notary Public within and for said County, personally appeared Larry Kuperus to me personally known, who being by me duly sworn, did say that he is the President of LDK Builders Inc., the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of the Board of Directors and said Larry Kuperus acknowledged said instrument to be the free act and deed of the corporation.




Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 2, Block 1, Oakbush Fourth Addition, Dakota County, Minnesota.

-13-

EXHIBIT C
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 intent 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.	Responsible Owner
2. Sediment, trash and debris removal swales	Annually in spring and fall as needed.	Remove sediment and restore swales to capacity.	Responsible Owner
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.	Responsible Owner
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth.	If applicable, add shredded hardwood mulch.	Responsible Owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress.	Responsible Owner
6. Vegetation replacement and weeding	Annually in spring and fall.	Replace dead vegetation and remove evasive or unwanted plants.	Responsible Owner
7. Clean/fix structural components	As needed per inspection.	Dependent on the type of damage; repair components per manufacturer's recommendations.	Responsible Owner
8. Replacement of the Bio-retention device.	Bio-retention device failure.	The Responsible Owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Responsible Owner

EXHIBIT D
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					
ILLCIT 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

**Request for Council Action****TITLE: CONSIDER APPROVAL OF RESOLUTION AUTHORIZING PURCHASE AND PURCHASE AGREEMENT FOR REAL PROPERTY LOCATED AT 8296 BABCOCK TRAIL**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 24, 2021	None	
Item Type:	Consent	Amount included in current budget	x
Contact:	Heather Rand, Interim City Administrator	Budget amendment requested	
Prepared by:	Bridget Nason, City Attorney	FTE included in current complement	
Reviewed by:	Heather Rand	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

The Council is asked to consider approval of the attached resolution authorizing the purchase of the real property located at 8296 Babcock Trail in the City of Inver Grove Heights. The property, located south of the City's public works facility, is currently zoned Agricultural and guided in the City's 2040 Comprehensive Plan for Public/Institutional Use. Funding for the property acquisition has been provided for in the 2021 budget, fund 437, Project 1701 (Public Works Facility), such funds previously transferred from the city's Host Community Fund.

PURCHASE DETAILS:

Key elements of the proposed purchase include the following:

1. The purchase price is \$625,000. Earnest money in the amount of \$5,000 will be paid by the City to the Title Company upon execution of the Purchase Agreement.
2. If the City does not terminate the Purchase Agreement prior to **July 31, 2021**, the earnest money shall be non-refundable to the City.
3. If the Purchase Agreement is cancelled before **July 31, 2021**, the earnest money will be returned to the City.
4. The Closing Date is on or before **August 15, 2021** at DCA Title in Mendota Heights.
5. The City will obtain a title commitment for the Real Property from DCA Title. The City will pay for the title commitment. The City will pay the title insurance premium at Closing.
6. The closing fee and any escrow fee charged by DCA Title will be paid by the City.
7. The City will pay for the cost of recording the Warranty Deed.
8. The City will pay 100% of the cost of the ALTA Survey.

9. The City will pay 100% of the cost of any Phase I Environmental Assessment. The City will pay 100% of the cost of any Phase II Environmental Assessment and 100% of the cost of any Environmental Special Investigation.
10. If minor environmental issues are found, the City will pay up to \$10,000.00 to remediate the same.
11. Seller shall be allowed to remove any items of personal property, and any components of the buildings located on the property (stained glass windows, etc.) at any time prior to the Closing Date.
12. City will pay for demolition of the building(s) on site following the Closing. Demolition costs are estimated at roughly \$50,000.00. The buildings may also be utilized for fire department training purposes before final demolition.
13. A Condition Precedent to Closing is that the Seller has marketable title and that the easements or encumbrances on the Real Property are acceptable to the City.
14. A Condition Precedent to Closing is that the Seller has marketable title and that the easements or encumbrances on the Real Property are acceptable to the City.

SUMMARY:

Consider approval of attached resolution authorizing the purchase of the real property located at 8296 Babcock Trail.

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

RESOLUTION NO. 2021-157

**RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF
INVER GROVE HEIGHTS AND THE THOMAS C. KUNDLA TRUST RELATING TO
THE PURCHASE OF APPROXIMATELY 5.128 ACRES OF LAND LOCATED AT 8296
BABCOCK TRAIL IN THE CITY OF INVER GROVE HEIGHTS AND IDENTIFIED BY
DAKOTA COUNTY TAX IDENTIFICATION NUMBERS 20.01600.31.011 AND
20.01600.01.012**

WHEREAS, the Thomas C. Kundla Trust (Seller) owns real property located in Inver Grove Heights, Minnesota, located at 8296 Babcock Trail and identified by Dakota County Tax Identification Numbers 20.01600.31.011 and 20.01600.01.012, which is legally described in the Purchase Agreement attached hereto as Exhibit A (Real Property); and

WHEREAS, the City of Inver Grove Heights desires to purchase the Real Property for public purposes, including potential use as an expansion site for the City's public works department; and

WHEREAS, the City and Seller have negotiated the attached Purchase Agreement for the sale of the Real Property by Seller to the City for the purchase price of six hundred twenty-five thousand dollars ; and

WHEREAS, the City has the power and authority to purchase the Real Property for public purposes, including potential use as an expansion site for the City's public works department.

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

1. The City Council finds that the acquisition of the Real Property serves a valid public purpose and is authorized under the provisions of Minn. Stat. Sec. 412.211.

2. The City Council hereby approves the attached Purchase Agreement with the Thomas C. Kundla Trust for the Real Property at a purchase price of \$625,000.00.
3. The City Council by a vote of at least 4/5^{ths} of the Council determines that the acquisition of the Real Property does not need to be referred to the Planning Commission for review under Minn. Stat. § 462.356, subd. 2. The Council determines that the acquisition is consistent with the City's Comprehensive Plan and that the acquisition does not have a relationship to the City's Comprehensive Plan.
4. The Mayor and City Clerk are authorized to execute the attached Purchase Agreement and to execute all closing documents related to the acquisition as stated or contemplated by the terms of the Purchase Agreement for the Real Property.

Passed this 24th day of May, 2021.

Thomas Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

EXHIBIT A
PURCHASE AGREEMENT



Request for Council Action

TITLE: Consider Approval of Payment for Heritage Village Park Phase III Work

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 24, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Jon Oyanagi	Budget amendment requested	
Prepared by:	Jon Oyanagi	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	x

PURPOSE/ACTION REQUESTED:

Consider approval of payment to J.L. Theis, Inc. in the amount of \$240,515.22 for work completed at Heritage Village Park as a part of Phase III. The work is funded through a DEED grant approved in 2020.

SUMMARY:

The Council approved a contract with J.L. Theis, Inc. to install a retaining wall, ornamental fence, concrete containers for future playgrounds, a concrete walkway, picnic table pads, and other sitework in preparation for Phase IV.

The contractor has completed their work to our satisfaction. Funding for the project is the \$415,000 DEED grant and 402 Park Acquisition and Development Fund.

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROJECT: Heritage Village Park Ph 3

APPLICATION NO: 2
PERIOD TO: 5/14/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): JL Theis, Inc.
860 Quaker Avenue, STE 102
Jordan, MN 55352-1083

VIA (ARCHITECT): WSB
701 Xenia Ave South
Ste 300
Minneapolis, MN 55416

ARCHITECT'S
PROJECT NO: 16668

CONTRACT FOR: HVP Phase 3 Development

CONTRACT DATE: 11/30/2020

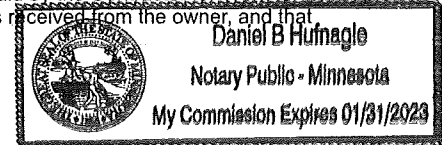
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	298,728.60
2. Net Change by Change Orders	\$	-4,827.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	293,901.60
4. TOTAL COMPLETED AND STORED TO DATE	\$	244,576.00
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	12,228.80
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	12,228.80
6. TOTAL EARNED LESS RETAINAGE	\$	232,347.20
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	53,386.37
8. CURRENT PAYMENT DUE	\$	178,960.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	61,554.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	4,983.00	-5,520.00
Total approved this Month	9,998.00	-14,288.00
TOTALS	14,981.00	-19,808.00
NET CHANGES by Change Order		-4,827.00

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.



CONTRACTOR: JL Theis, Inc.
860 Quaker Avenue, STE 102
Jordan, MN 55352-1083

By: Jamie Theis
/ President

Date: 5/20/2021

State of: MN

County of: Scott

Subscribed and Sworn to before me this 20th Day of May 2021

Notary Public: Don
My Commission Expires: 1/31/2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



JL Theis, Inc.
860 Quaker Avenue, STE 102
Jordan, MN 55352-1083
(952)492-3888 FAX (952)492-3007

INVOICE NO: 2647
PAY APPLICATION NO: 2
PERIOD TO: 5/14/2021
APPLICATION DATE: 5/18/2021
JOB NUMBER: 20-170-01

MONTHLY PAY APPLICATION

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

CONTRACT #:

PROJECT: Heritage Village Park Ph 3

LINE	ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
1	2021.501	MOBILIZATION	LSQ	1.00	12,000.00	12,000.00	.50	6,000.00	.50	6,000.00	1.00	12,000.00	100.00%
2	2105.501	SITE EARTHWORK/SUBGRADE PREP	LSQ	1.00	5,600.00	5,600.00	.20	1,120.00	.80	4,480.00	1.00	5,600.00	100.00%
3	2563.501	TRAFFIC CONTROL/SIGNAGE	LSQ	1.00	2,500.00	2,500.00	.25	625.00	.75	1,875.00	1.00	2,500.00	100.00%
4	2573.502.01	STORM DRAIN INLET PROTECTION	EA	2.00	150.00	300.00		0.00	2.00	300.00	2.00	300.00	100.00%
5	2573.502.02	CONSTRUCTION ENTRANCE	EA	1.00	1,400.00	1,400.00		0.00	1.00	1,400.00	1.00	1,400.00	100.00%
6	2573.503	EROSION CONTROL FENCE/BIOROLL	LF	1,200.00	3.00	3,600.00	220.00	660.00	919.00	2,757.00	1,139.00	3,417.00	94.92%
7	2575.504	EROSION CONTROL BLANKET	SY	110.00	3.00	330.00		0.00	105.00	315.00	105.00	315.00	95.45%
8	2575.505.01	HYDRAULIC STABILIZER MULCH (BFM)	AC	1.20	5,000.00	6,000.00		0.00	1.20	6,000.00	1.20	6,000.00	100.00%
9	2575.505.02	TYPE 1 PERMANENT TURF SEED	AC	1.20	3,000.00	3,600.00		0.00	1.20	3,600.00	1.20	3,600.00	100.00%
10	2411.502	CONCRETE COLUMN FOOTINGS & PIERS	EA	8.00	1,375.00	11,000.00		0.00	8.00	11,000.00	8.00	11,000.00	100.00%
11	2411.518	BIG BLOCK RETAINING WALL	SF	900.00	59.00	53,100.00	810.02	47,791.18	91.98	5,426.82	902.00	53,218.00	100.22%
12	2511.502	LIMESTONE BLOCKS (2x9)	EA	2.00	1,340.00	2,680.00		0.00	2.00	2,680.00	2.00	2,680.00	100.00%
13	2511.502	LIMESTONE BLOCKS (2x5)	EA	6.00	1,400.00	8,400.00		0.00	6.00	8,400.00	6.00	8,400.00	100.00%
14	2511.502	LIMESTONE BLOCKS (2x3)	EA	10.00	1,200.00	12,000.00		0.00	10.00	12,000.00	10.00	12,000.00	100.00%
15	2521.518.01	6" REINFORCED CONCRETE PAVEMENT	SF	92.00	120.00	11,040.00		0.00	92.00	11,040.00	92.00	11,040.00	100.00%
16	2521.518.02	6" STANDARD CONCRETE PAVEMENT	SF	500.00	12.00	6,000.00		0.00	500.00	6,000.00	500.00	6,000.00	100.00%



JL Theis, Inc.
860 Quaker Avenue, STE 102
Jordan, MN 55352-1083
(952)492-3888 FAX (952)492-3007

INVOICE NO: 2647
PAY APPLICATION NO: 2
PERIOD TO: 5/14/2021
APPLICATION DATE: 5/18/2021
JOB NUMBER: 20-170-01

MONTHLY PAY APPLICATION

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

CONTRACT #:

PROJECT: Heritage Village Park Ph 3

LINE	ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
17	2521.518.03	6" CONCRETE PAVEMENT (SPECIAL 1)	SF	980.00	20.00	19,600.00		0.00	985.00	19,700.00	985.00	19,700.00	100.51%
18	2521.518.04	6" CONCRETE PAVEMENT (SPECIAL 1-MODIFIED)	SF	770.00	20.00	15,400.00		0.00	770.00	15,400.00	770.00	15,400.00	100.00%
19	2521.518.05	6" CONCRETE PAVEMENT (SPECIAL 2)	SF	990.00	20.00	19,800.00		0.00	999.00	19,980.00	999.00	19,980.00	100.91%
20	2531.503.01	CONCRETE MAINTENANCE STRIP	LF	120.00	46.00	5,520.00		0.00					.00%
21	2557.502	LASER CUT FENCE PANELS	EA	4.00	1,606.00	6,424.00		0.00					.00%
22	2557.503.01	ORNAMENTAL FENCE	LF	110.00	331.56	36,471.60		0.00					.00%
23	2557.503.02	TEMPORARY CHAINLINK FENCE	LF	7.00	130.00	910.00		0.00					.00%
24	2502.502	DRAINTILE CLEANOUT	EA	1.00	133.00	133.00		0.00	1.00	133.00	1.00	133.00	100.00%
25	2503.603	4" NON-PERFORATED PVC PIPE	LF	115.00	12.00	1,380.00		0.00	65.00	780.00	65.00	780.00	56.52%
26	2506.601	CONNECT TO EXISTING CB	LSQ	1.00	1,800.00	1,800.00		0.00	1.00	1,800.00	1.00	1,800.00	100.00%
27	2506.602	NYOPLAST STRUCTURE	EA	1.00	350.00	350.00		0.00	1.00	350.00	1.00	350.00	100.00%
28	2545.603	ELECTRICAL CONDUIT	LF	50.00	10.00	500.00		0.00	50.00	500.00	50.00	500.00	100.00%
29	2104.504	REMOVE AND REPLACEMENT PAVEMENT	SY	30.00	120.00	3,600.00		0.00	55.00	6,600.00	55.00	6,600.00	183.33%
30	2105.507.01	ROCK EXCAVATION	CY	15.00	300.00	4,500.00		0.00					.00%
31	2105.507.02	GRANULAR BORROW (P)	CY	1,000.00	6.00	6,000.00		0.00					.00%
32	2105.601	DEWATERING	LSQ	1.00	500.00	500.00		0.00					.00%



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MONTHLY PAY APPLICATION

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

CONTRACT #:

PROJECT: Heritage Village Park Ph 3

LINE	ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
33	2105.604	GEOTEXTILE FABRIC	SY	150.00	3.00	450.00		0.00					.00%
34	2521.518.02	6" STANDARD CONCRETE PAVEMENT	SF	75.00	20.00	1,500.00		0.00	75.00	1,500.00	75.00	1,500.00	100.00%
35	2531.503.02	6" X 12" CONCRETE PLAY CURB	LF	470.00	70.00	32,900.00		0.00	546.00	38,220.00	546.00	38,220.00	116.17%
36	2575.505.03	WINTER RESTORATION	AC	1.20	1,200.00	1,440.00		0.00					.00%
CO1.1	2411.518	FENCE MODIFICATION	LSQ	1.00	4,983.00	4,983.00		0.00	1.00	4,983.00	1.00	4,983.00	100.00%
CO1.2	2531.503.01	CONCRETE MAINTENANCE STRIP	LSQ	-1.00	5,520.00	-5,520.00		0.00		-5,520.00		-5,520.00	100.00%
CO2.3	2503.603	6" NON-PERFORATED PVC PIPE	LF	50.00	18.10	905.00		0.00	50.00	905.00	50.00	905.00	100.00%
CO2.2	2503.603	FRENCH DRAIN 3x3x2	LSQ	1.00	375.00	375.00		0.00	1.00	375.00	1.00	375.00	100.00%
CO2.1	2105.501	DEDUCTION STONE PIECES AT 24-22"	LSQ	1.00		-600.00		0.00	1.00	-600.00	1.00	-600.00	100.00%

				CURRENT		TO DATE	
CONTRACT TOTAL: \$				298,871.60	\$ 56,196.18	TOTAL: \$	188,379.82
						RETAINAGE: \$	9,418.99
						LESS PREVIOUS BILLINGS:	\$ 53,386.37
						CURRENT AMOUNT DUE: \$	178,960.83

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROJECT: Heritage Village Park Ph 3

APPLICATION NO: 3
PERIOD TO: 5/19/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): JL Theis, Inc.
860 Quaker Avenue, STE 102
Jordan, MN 55352-1083

VIA (ARCHITECT): WSB
701 Xenia Ave South
Ste 300
Minneapolis, MN 55416

ARCHITECT'S
PROJECT NO: 16668

CONTRACT FOR: HVP Phase 3 Development

CONTRACT DATE: 11/30/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM\$ 298,728.60
2. Net Change by Change Orders\$ -4,287.00
3. CONTRACT SUM TO DATE (Line 1 + 2)\$ 293,901.60
4. TOTAL COMPLETED AND STORED TO DATE\$ 293,901.60

5. RETAINAGE:

a. 0.00 % of Completed Work\$ 0.00
b. 0.00 % of Stored Material\$ 0.00
Total retainage (Line 5a + 5b)\$ 0.00

6. TOTAL EARNED LESS RETAINAGE\$ 293,901.60
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)\$ 232,347.20

8. CURRENT PAYMENT DUE\$ 61,554.40

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)\$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	14,981.00	-19,808.00
Total approved this Month		
TOTALS	14,981.00	-19,808.00
NET CHANGES by Change Order		-4,827.00

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: JL Theis, Inc.
860 Quaker Avenue, STE 102
Jordan, MN 55352-1083

By: Jamie Theis
/ President

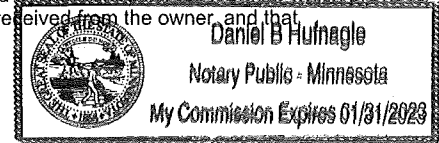
Date: 5/20/2021

State of: MN

County of: Scott

Subscribed and Sworn to before me this 20th Day of May 2021

Notary Public: Dan HML
My Commission Expires: 1/31/2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



JL Theis, Inc.
860 Quaker Avenue, STE 102
Jordan, MN 55352-1083
(952)492-3888 FAX (952)492-3007

MONTHLY PAY APPLICATION

INVOICE NO: 2654
PAY APPLICATION NO: 3
PERIOD TO: 5/17/2021
APPLICATION DATE: 5/19/2021
JOB NUMBER: 20-170-01

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

CONTRACT #:
PROJECT: Heritage Village Park Ph 3

LINE	ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
1	2021.501	MOBILIZATION	LSQ	1.00	12,000.00	12,000.00	1.00	12,000.00			1.00	12,000.00	100.00%
2	2105.501	SITE EARTHWORK/SUBGRADE PREP	LSQ	1.00	5,600.00	5,600.00	1.00	5,600.00			1.00	5,600.00	100.00%
3	2563.501	TRAFFIC CONTROL/SIGNAGE	LSQ	1.00	2,500.00	2,500.00	1.00	2,500.00			1.00	2,500.00	100.00%
4	2573.502.01	STORM DRAIN INLET PROTECTION	EA	2.00	150.00	300.00	2.00	300.00			2.00	300.00	100.00%
5	2573.502.02	CONSTRUCTION ENTRANCE	EA	1.00	1,400.00	1,400.00	1.00	1,400.00			1.00	1,400.00	100.00%
6	2573.503	EROSION CONTROL FENCE/BIOROLL	LF	1,200.00	3.00	3,600.00	1,139.00	3,417.00			1,139.00	3,417.00	94.92%
7	2575.504	EROSION CONTROL BLANKET	SY	110.00	3.00	330.00	105.00	315.00			105.00	315.00	95.45%
8	2575.505.01	HYDRAULIC STABILIZER MULCH (BFM)	AC	1.20	5,000.00	6,000.00	1.20	6,000.00			1.20	6,000.00	100.00%
9	2575.505.02	TYPE 1 PERMANENT TURF SEED	AC	1.20	3,000.00	3,600.00	1.20	3,600.00			1.20	3,600.00	100.00%
10	2411.502	CONCRETE COLUMN FOOTINGS & PIERS	EA	8.00	1,375.00	11,000.00	8.00	11,000.00			8.00	11,000.00	100.00%
11	2411.518	BIG BLOCK RETAINING WALL	SF	900.00	59.00	53,100.00	902.00	53,218.00			902.00	53,218.00	100.22%
12	2511.502	LIMESTONE BLOCKS (2x9)	EA	2.00	1,340.00	2,680.00	2.00	2,680.00			2.00	2,680.00	100.00%
13	2511.502	LIMESTONE BLOCKS (2x5)	EA	6.00	1,400.00	8,400.00	6.00	8,400.00			6.00	8,400.00	100.00%
14	2511.502	LIMESTONE BLOCKS (2x3)	EA	10.00	1,200.00	12,000.00	10.00	12,000.00			10.00	12,000.00	100.00%
15	2521.518.01	6" REINFORCED CONCRETE PAVEMENT	SF	92.00	120.00	11,040.00	92.00	11,040.00			92.00	11,040.00	100.00%
16	2521.518.02	6" STANDARD CONCRETE PAVEMENT	SF	500.00	12.00	6,000.00	500.00	6,000.00			500.00	6,000.00	100.00%



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MONTHLY PAY APPLICATION

INVOICE NO: 2654
PAY APPLICATION NO: 3
PERIOD TO: 5/17/2021
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TO: City of Inver Grove Heights
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Inver Grove Heights, MN 55077

CONTRACT #:
PROJECT: Heritage Village Park Ph 3

LINE	ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
17	2521.518.03	6" CONCRETE PAVEMENT (SPECIAL 1)	SF	980.00	20.00	19,600.00	985.00	19,700.00			985.00	19,700.00	100.51%
18	2521.518.04	6" CONCRETE PAVEMENT (SPECIAL 1-MODIFIED)	SF	770.00	20.00	15,400.00	770.00	15,400.00			770.00	15,400.00	100.00%
19	2521.518.05	6" CONCRETE PAVEMENT (SPECIAL 2)	SF	990.00	20.00	19,800.00	999.00	19,980.00			999.00	19,980.00	100.91%
20	2531.503.01	CONCRETE MAINTENANCE STRIP	LF	120.00	46.00	5,520.00		0.00					.00%
21	2557.502	LASER CUT FENCE PANELS	EA	4.00	1,606.00	6,424.00		0.00	4.00	6,424.00	4.00	6,424.00	100.00%
22	2557.503.01	ORNAMENTAL FENCE	LF	110.00	331.56	36,471.60		0.00	110.00	36,471.60	110.00	36,471.60	100.00%
23	2557.503.02	TEMPORARY CHAINLINK FENCE	LF	7.00	130.00	910.00		0.00	7.00	910.00	7.00	910.00	100.00%
24	2502.502	DRAINTILE CLEANOUT	EA	1.00	133.00	133.00	1.00	133.00			1.00	133.00	100.00%
25	2503.603	4" NON-PERFORATED PVC PIPE	LF	115.00	12.00	1,380.00	65.00	780.00			65.00	780.00	56.52%
26	2506.601	CONNECT TO EXISTING CB	LSQ	1.00	1,800.00	1,800.00	1.00	1,800.00			1.00	1,800.00	100.00%
27	2506.602	NYOPLAST STRUCTURE	EA	1.00	350.00	350.00	1.00	350.00			1.00	350.00	100.00%
28	2545.603	ELECTRICAL CONDUIT	LF	50.00	10.00	500.00	50.00	500.00			50.00	500.00	100.00%
29	2104.504	REMOVE AND REPLACEMENT PAVEMENT	SY	30.00	120.00	3,600.00	55.00	6,600.00			55.00	6,600.00	183.33%
30	2105.507.01	ROCK EXCAVATION	CY	15.00	300.00	4,500.00		0.00					.00%
31	2105.507.02	GRANULAR BORROW (P)	CY	1,000.00	6.00	6,000.00		0.00					.00%
32	2105.601	DEWATERING	LSQ	1.00	500.00	500.00		0.00					.00%



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TO: City of Inver Grove Heights
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CONTRACT #:

PROJECT: Heritage Village Park Ph 3

LINE	ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
33	2105.604	GEOTEXTILE FABRIC	SY	150.00	3.00	450.00		0.00					.00%
34	2521.518.02	6" STANDARD CONCRETE PAVEMENT	SF	75.00	20.00	1,500.00	75.00	1,500.00			75.00	1,500.00	100.00%
35	2531.503.02	6" X 12" CONCRETE PLAY CURB	LF	470.00	70.00	32,900.00	546.00	38,220.00			546.00	38,220.00	116.17%
36	2575.505.03	WINTER RESTORATION	AC	1.20	1,200.00	1,440.00		0.00					.00%
CO1.1	2411.518	FENCE MODIFICATION	LSQ	1.00	4,983.00	4,983.00	1.00	4,983.00			1.00	4,983.00	100.00%
CO2.3	2503.603	6" NON-PERFORATED PVC PIPE	LF	50.00	18.10	905.00	50.00	905.00			50.00	905.00	100.00%
CO.2.2	2503.603	FRENCH DRAIN 3x3x2	LSQ	1.00	375.00	375.00	1.00	375.00			1.00	375.00	100.00%
CO2.1	2105.501	DEDUCTION STONE PIECES AT 24-22"	LSQ	1.00		-600.00	1.00	-600.00			1.00	-600.00	100.00%

CURRENT	TO DATE
TOTAL: \$ 56,034.40	\$ 293,901.60

**Request for Council Action**

	Fiscal/FTE Impact	Mark all that apply
Meeting Date: May 24, 2021	None	X
Item Type: Regular	Amount included in current budget	
Contact: Nicole Cook: 651-450-2491	Budget amendment requested	
Prepared by: Nicole Cook Rental and Code Compliance Coordinator	FTE included in current complement	
Reviewed by: Heather Rand Community Development Director	New FTE requested - N/A	
	Other	

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSES**PURPOSE/ACTION REQUESTED**

The City Council is to consider approval of three (3) rental licenses.

BACKGROUND

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

ANALYSIS

The following rental license applications have been submitted:

4930 ASHLEY LANE, AVANA SOUTHVIEW: MGR RESHAL MALIK

5466 BRYCE AVENUE: FREDERICK FREEMAN

3739 74TH STREET EAST: SHEILA OGREN

The above applications have been found to be complete. The applications include the necessary fee payment and the BCA background check. The Inver Grove Heights Police Chief/Designee has also reviewed and approved the license applications.

RECOMMENDATIONS

Community Development staff recommends approval of the licenses listed above.

**Request for Council Action****TITLE:** City of Inver Grove Heights - accessory structures - Case No. 21-24ZA

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 24, 2021	None	X
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Heather Botten 651-450-2569	Budget amendment requested	
Prepared by:	Heather Botten	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED: Consider the Second Reading of an Ordinance Amendment to allow a larger detached accessory structure on residential lots 3.4 - 5.0 acres in size.

- Requires a 3/5th's vote.
- 60-day deadline: N/A

SUMMARY:

The City Council approved the first reading of the ordinance amendment at the May 10, 2021 meeting with the recommendation that a ratio system be used to allow a larger accessory building on residential lots 3.4 - 5 acres in size.

Currently, the zoning code has the following requirements for the maximum size of detached accessory structures:

- Lots zoned E-2, R-1, and R-2 are allowed one detached structure up to 1,000 gross square feet.
- Lots zoned A and E-1 are allowed the following:
 - Lots less than 2.5 acres are allowed one detached structure up to 1,000 gross square feet.
 - Lots 2.5 acres or greater, but less than 5 acres are allowed one detached structure up to 1,600 gross square feet.
 - Lots greater than 5 acres in size are allowed two detached accessory buildings up to 2,400 gross square feet.

By suggestion of the Planning Commission and by Council direction it has been suggested that lots in the 2.5 - 5 acre range be allowed a structure larger than 1,600 square feet if they are closer to the 5 acre lot size. One way to do this would be by a ratio system rather than a range system. The maximum detached accessory structure size allowed in the city is 2,400 gross square feet, this is for a lot zoned A or E-1 and is 5 acres or greater in size. If we take the maximum 2,400 square feet and divide by 5 acres that equals 480 square feet per acre ($2,400 / 5 = 480$).

Using this rational to determine the maximum size allowed for an accessory structure, a 4.1 acre lot would be allowed an accessory structure up to 1,968 square feet in size (4.1×480) instead of the current 1,600 square foot maximum. This ratio system would benefit lot owners that had a lot 3.4 – 5 acres in size. Lots 2.5 – 3.3 acres in size would benefit more from the existing ordinance and would still be allowed a 1,600 gross square foot structure (ie. $3.3 \times 480 = 1,584$). Lots 5 acres or greater would still be allowed a detached accessory structure up to 2,400 gross square feet.

RECOMMENDATION:

Planning Staff: Recommends approval of the second reading amending City Code 10-15-18.C, Accessory Structures and 10-7-2B and 10-8A-2.B Bulk Standards.

Attachments: Draft Ordinance Language – 2nd Reading
PC recommendation from April 20, 2021 public hearing

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

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

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

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

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

Section Two. Amendment. Title 10, Chapter 7, Section 2(B) and Title 10, Chapter 8A, Section 2 (B). **BULK STANDARDS** of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

B. Accessory Structure Standards:

Maximum size: Lot size >= 5 acres <u>Lot size 3.4 acres - 5 acres</u> <u>Lot size 2.5 - 3.3 acres</u> Lot size < 5 <u>2.5</u> acres	2,400 gross square feet <u>Lot size multiply (x) 480 = maximum gross square foot</u> <u>1,600 gross square feet</u> 1,000 <u>gross</u> square feet
Maximum number: Lot size >= 5 acres Lot size < 5 acres	2 1

Front yard setback	30 feet
Side yard setback: Building <= 1,000 square feet Building > 1,000 square feet	25 feet 50 feet
Rear yard setback	50 feet
Height (maximum)	25 feet

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

Passed in regular session of the City Council on the ____day of _____, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 20, 2021

SUBJECT: **CITY OF IGH (ACCESSORY BUILDINGS) - CASE NO. 21-24ZA**

Reading of Notice

Heather Botten, Associate Planner, read the public hearing notice to consider the request for an ordinance amendment to Title 10 of the City Code (Zoning Regulations) to allow the size of accessory buildings on lots 2.5-5.0 acres in size, the A, Agricultural District and E-1, Estate Residential District to be based on a ratio system depending upon lot size. No notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that Council directed staff to move forward with a possible ordinance amendment relating to the maximum size of accessory structures allowed on lots that are closer to the 5-acre lot size that are zoned Agricultural or E-1. Currently accessory structure requirements are addressed in Section 10-15-18, Accessory Structures. They are also addressed in the bulk standard sections of the residential zoning districts. Lots zoned E-2, R-1 and R-2 are allowed one detached structure up to 1,000 gross square feet. Lots zoned A and E-1 that are less than 2.5 acres are allowed one detached structure up to 1,000 gross square feet, lots 2.5 acres or greater but less than five acres are allowed one detached structure up to 1,600 gross square feet, and lots greater than five acres would be allowed two detached accessory buildings up to 2,400 gross square feet. By suggestion of the Planning Commission, and by Council direction, it was suggested that lots closer to the 5-acre lot size be allowed an accessory building larger than 1,600 but less than 2,400 gross square feet. One way to do this would be a ratio system versus the current range system. The maximum detached accessory structure currently allowed in the City is 2,400 square feet for lots zoned A or E-1 with a lot size that of 5 acres or greater. If you divide 2,400 by 5 acres, it equals 480 square feet per acre. Using this ratio system, you would multiply 480 times the lot size to determine the maximum size structure allowed on a specific lot. This ratio system would benefit lot owners that have a lot 3.3 to 5 acres in size. Lots less than 3.3 acres in size would benefit more from the existing ordinance, therefore lots 3.3 acres or less would use the current range system. Staff recommends approval of an ordinance amendment for lots zoned A or E-1 that are 3.3 to 5 acres in size.

Chair Niemioja asked if the discussion was limited to just size at this point and not number of structures.

Ms. Botten replied that at the Council work session they discussed residential properties that do not have an attached garage possibly being allowed to have more than one detached structure. It was determined that this potential ordinance amendment would be put on hold until staff was able to do more research.

Commissioner Robertson asked for clarification of attic and loft space.

Ms. Botten replied that the current and proposed ordinance counts both levels towards the gross square footage of an accessory structure. If the area within the attic has a truss system it is not counted, but if there is a knee wall, dormers, etc. and it is more habitable usable space then it counts towards the total square footage.

Commissioner Maggi asked why staff only looked at 2.5 - 5 acre lots because lots up to 2.5 acres are allowed up to 1,000 gross square feet which equals 400 square feet per acre whereas lots larger than that are allowed 480 square feet per acre with the proposed ordinance. She questioned whether they should use the ratio system for all lots regardless of size.

Ms. Botten noted that a 2-acre lot multiplied by 480 would equal 960 square feet.

Commissioner Maggi noted that a 2.5-acre lot multiplied by 480 would go over the 1,000 maximum.

Ms. Botten stated that 2.5 multiplied by 480 would equal 1,200 whereas our current ordinance allows 1,600 square feet.

Commissioner Maggi stated her point was that there was a gap. She asked if the intent was to apply a ratio approach to accessory structures regardless of lot size or was the intent only to address 3.3 to 5 acre lots. The proposed ordinance was essentially adding another category that is treated differently than all other categories.

Chair Niemioja stated that they certainly do not want to use this calculation for a 50-acre lot.

Commissioner Simon asked if the existing setback requirements would remain in place.

Ms. Botten replied in the affirmative. Any accessory structure over 1,000 gross square feet in the A and E-1 districts would still require a 50-foot setback.

Commissioner Robertson commented that the ratio system would be a negative for the landowner of a property 2.5 acres in size.

Commissioner Weber replied that was why staff was only applying the ratio system to lots 3.3 acres to 5 acres. He asked if anything under 2.5 acres would be considered E-2 rather than E-1.

Ms. Botten replied that the E-1 district has a minimum lot size of 2.5 acres but there may be some legal non-conforming lots in the City that are less than 2.5 acres.

Commissioner Weber asked which guidelines the owner of a 2.5-acre non-conforming E-1 lot would follow.

Ms. Botten replied that based on the way the ordinance is proposed if you are zoned E-1 and

less than the 3.3 acres you would follow the current range system. She noted that she now understood Commissioner Maggi's point about there being a gap if you are less than 2.5 acres in that multiplying their lot size by 480 may benefit them. However, her understanding from previous discussions was that commissioners and councilmembers were focusing on those lots closer to the 5-acre range.

Commissioner Robertson asked for clarification of why they started at lots 3.3 acres in size.

Ms. Botten replied that they did not focus on lots less than 2.5 acres. Lots from 2.5 to 3.3 acres would benefit more by using the current system. Lots larger than 3.3 acres would benefit more by applying the proposed ratio calculation.

Opening of Public Hearing

Dawn Gaetke, 7477 Cahill Avenue, noted that she paid a \$350 application fee for the proposed market garden ordinance amendment and asked who paid for this ordinance amendment application fee.

Ms. Botten replied that no application fee was paid as it was initiated by the City Council and Planning Commission rather than an applicant.

Chair Niemioja closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Simon, to approve the ordinance amendment to Title 10 of the City Code (Zoning Regulations) to allow the size of accessory buildings on lots 3.3-5.0 acres in size, in the A, Agricultural District and E-1, Estate Residential District to be based on a ratio system depending upon lot size.

Motion carried (8/1 - Maggi). This item goes to City Council on May 10, 2021.

**Request for Council Action****TITLE:** Dawn Gaetke

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 24, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider the Second Reading of an Ordinance Amendment to allow Market Gardens as a permitted use in the E-2, R-1 and R-2 Districts.

- Requires a 3/5th's vote.
- 60-day deadline: N/A

SUMMARY:

The City has received an application to amend the zoning ordinance to allow for "Market Gardens" in residential zoning districts. Market Gardens are farming type activities on residential properties where there are gardens to grow food for more than just the owner of the property. Retail sales of the produce grown on site would be allowed.

City Council approved the first reading on May 10 with some changes to the language. The Council made the following changes and suggestions:

1. Changed the hours of operation from 7-7 every day to 8-7 weekdays and 9-7 weekends.
2. A permit fee to be charged equal to the amount of time necessary to review. Staff anticipates this fee to be \$25.00. More review will be conducted before the third reading. Staff also recommends the permit be a one-time permit with no need to renew. We believe these will be low impact and thus lower the financial burden on applicants. We also do not expect a large amount of permits will be issued based on feedback the applicant has obtained from other cities. If problems persist after the ordinance has been in place a few years, the length of permit can always be changed.

RECOMMENDATION:

Planning Staff: The ordinance proposed for the second reading reflects Council's direction. All changes to the ordinance for the second reading are highlighted in gray.

Attachments: Ordinance Amendment for Second Reading

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10,
CHAPTER 2, SECTION 2, TITLE 10, CHAPTER 6, SECTION 1, AND
TITLE 10, CHAPTER 15, SECTION 33, TO PERMIT MARKET GARDENS IN
CERTAIN ZONING DISTRICTS

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

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

MARKET GARDENS: A market garden is a growing space where food or ornamental crops to be sold or donated are grown on the ground. A market garden is distinguished from a personal garden by the intent to sell or donate its produce. A market garden is distinguished from a farm by its smaller scale and lack of mechanization. A market garden is distinguished from a community garden by its exclusionary control.

Section Two. Amendment. Title 10, Chapter 6, Section 1 of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

10-6-1: LAND USES IN ALL RESIDENTIAL DISTRICTS:

Use	Zoning District												
	A	E-1	E-2	R-1A	R-1B	R-1C	R-2	R-3A	R-3B	R-3C	R-4	MF-PUD	MU-PUD

<u>Market Gardens</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>						
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Section Three. Amendment. Title 10, Chapter 15, Section 33 of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-~~

out text shows the deleted wording and the underlined text shows the language added to the code:

10-15-33: COMMUNITY GARDENS, MARKET GARDENS, AND PERSONAL GARDENS:

Where permitted, market gardens shall be subject to the following provisions:

P. Market garden planting areas can be no larger than ten percent of lot size and shall not be located in front yards.

Q. Retail Sales Allowed. On-site sales are allowed under the following conditions:

1. The only product sold is the market garden produce grown on the property by the property owner;

2. Sales are limited to a maximum of 75 sales days per calendar year;

3. Sales shall take place only between the hours of 8:00 a.m. to 7:00 p.m. weekdays and 9:00 a.m to 7:00 p.m. weekends;

4. Identification signs are limited to one sign no larger than six square feet no higher than 6 feet high displayed only during the sales season;

5. The property owner has obtained a market garden permit from the City.

6. Sales cannot take place on the public sidewalk or boulevard.

R. Permit Required. An application for a one-time market garden permit shall be made to the city clerk on the form prescribed by the city and pay a one-time permit fee as established in the city code. Permits shall be valid for one year from the date of issuance. The applicant must provide all the information required on the form, including, but not limited to:

1. The name and address of the property owner(s);

2. The address of the real property where the produce is grown and sold;

3. The expected produce to be sold.

4. A soil test showing that lead levels are less than one hundred parts per million (100 ppm). If lead is 100 ppm or higher, the applicant must detail a plan to use raised beds with soil barriers and clean, imported soil.

S. Compost Bins: Compost bins are permitted as regulated by section 8-6-6 of this code.

T. Setback: The market garden shall be set back a minimum of five feet (5') from all property lines in order to provide a vegetated buffer of grass or other plants to minimize the transfer of sediment and to delineate the edges of the market garden.

U. Equipment: Market garden equipment shall be limited to that which is commonly used for household gardening. Any tools, equipment, and material shall be stored and concealed within an enclosed, secured structure.

V. Animals: The keeping of bees, chickens, or other farm animals is subject to regulations as detailed elsewhere in this code.

W. Noise: Market gardens must abide by the noise regulations as detailed elsewhere in this code.

X. Negative Impacts Prohibited: The market garden site shall be designed and maintained to prevent negative impacts to adjacent properties from gardening activities including, but not limited to, irrigation, fertilizer, soils, stormwater, cultivated areas, and garden debris.

Y. Maintenance: Market gardens shall be maintained in a neat and orderly manner. Trash, weeds, dirt piles and debris of any sort shall not be allowed to accumulate on the market garden site. When a market garden is discontinued the property shall be restored with native plantings, grass, or other allowed ground cover.

Z. Nuisance: Improperly maintained market gardens are subject to nuisance abatement procedures as detailed elsewhere in this code.

Section Four. 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 _____, 2021.

CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

**Staff Report**

TITLE: Consider First Reading of an Ordinance Amending Inver Grove Heights City Code Title 5, Chapter 4 Adding Section Related to Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 24, 2021	None	
Item Type:	Regular Meeting	Amount included in current budget	
Contact:	Ally Sutherland, 651-604-8511	Budget amendment requested	
Prepared by:	Ally Sutherland	FTE included in current complement	
Reviewed by:	Allan Hunting	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

Consider First Reading of an Ordinance Amending Inver Grove Heights City Code Title 5, Chapter 4 adding section related to Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit.

BACKGROUND

On February 1, 2021, City Council directed staff to research and develop a proposed draft ordinance related to temporary harboring and keeping of goats for prescribed grazing. Staff has researched ordinance language and has provided a draft ordinance with recommended parameters.

In recent years staff have received occasional residential inquiries regarding the use of goats for buckthorn management. Prescribed grazing with goats is a popular tool being used nationally to manage buckthorn and other invasive and noxious vegetation. Buckthorn is an invasive species that poses land management challenges in areas of Inver Grove Heights such as yards, parks, and natural spaces. An invasive species is an organism that establishes in an area it is not native to, which can cause great economic and environmental harm due to having no natural method of control. Because growth of invasive species is uninhibited, it is up to the humans to manually manage the spread of the invasive species.

Grazing goats is one of many tools that property owners can use to control invasive species. Goats are particularly useful in areas with dense infestations of invasive species, rocks, and steep slopes. Conventional tactics of invasive species removal can be labor-intensive and may require a property owner to annually uproot or cut each plant and apply herbicide. This has led property owners to consider using browsing goats to control invasive species on their property. Annual treatment of buckthorn is required to limit establishment of new seedlings, which may include a combination of using goats, manual removal, herbicide and more.

CURRENT CITY CODE

Goats are currently defined as farm animals by zoning code. Per 10-5-7A2, goats are allowed only in Agricultural and E-1 zoning districts.

ORDINANCE RESEARCH

Government agencies such as Dakota County and cities such as Minneapolis, St. Paul, Burnsville, Lakeville, Minnetonka and more have utilized goats for buckthorn management on public land. Other cities such as Eagan, Burnsville, Mahtomedi, Cottage Grove, Bloomington and Maplewood have developed ordinances that allow the temporary keeping of goats for prescriptive grazing by permit. Staff have researched optional ordinance parameters by comparing other municipal ordinances, contacting goat rental companies, DNR, League of Minnesota Cities and other land management advisory organizations. A matrix comparing ordinance parameters is attached.

RECOMMENDATION

Planning Commission reviewed a draft ordinance at the April 20, 2021 Planning Commission meeting and recommend the following:

- Support minimum lot size as included in the draft ordinance;
- Support electric fencing with double fence requirement but recommend a 4-foot distance between the electric fencing and outmost fence;
- Recommend not allowing generator to power electric fencing; and
- Recommend notifying abutting neighbors, at minimum, of temporary permit.

Planning Staff believes there would be value to homeowners and the city in providing an ordinance that allows the temporary use of goats for invasive species control by permit. Staff have incorporated the recommendations for the Planning Commission and recommend approval of the first reading of the ordinance as presented.

ATTACHMENTS

Draft Ordinance
Matrix of Ordinance Parameters

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

Format

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 5, CHAPTER 4
RELATED TO TEMPORARY HARBORING AND KEEPING OF GOATS FOR PRESCRIBED
GRAZING BY PERMIT.**

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

Section One. Amendment. Section 5-4-1 of the Inver Grove Heights City Code is hereby amended to include the following definitions:

"Goat" means an animal in the subspecies of *Capra aegagrus hircus*.

"Grazing" means goats eating vegetation.

"Prescribed Grazing" means the temporary use of goats as a landscape management technique to control the growth of invasive and noxious vegetation at a specific location and for a defined length of time. For the purpose of this definition, goats used for prescribed grazing are not considered pets or farm animals.

"Prescribed Grazing Permit" means a permit issued by the City that allows prescribed grazing within City limits.

Section Two. Amendment. Title 5, Chapter 4 of the Inver Grove Heights City Code is hereby amended to add Section 15 as follows:

5-4-15: TEMPORARY HARBORING AND KEEPING OF GOATS FOR PRESCRIBED GRAZING BY PERMIT

1. *Purpose.* The purpose of this Section is to establish conditions under which the temporary and periodic use of a limited number of goats for invasive and noxious vegetation control is permitted and to establish the requirements for doing so in order to protect the environment and the health, safety, and welfare of the general population.
2. *Prescribed Goat Grazing Permit Required.* Except in the E-1 and A Zoning Districts, no goat may be kept, maintained or harbored on property in any other zoning district except pursuant to an approved goat grazing permit. A permit may be granted only for:
 - a. A parcel or lot of record that is 0.5 acres or more in size; or
 - b. A prescribed grazing area located on more than one parcel or lot provided the grazing areas on each parcel or lot are contiguous and an aggregate of 0.5 acres or more in size.
3. *Application for Permit.* Applications shall include the following information:
 - a. A completed application form and payment of the application fee.

- b. A detailed site plan of the premises on which prescribed grazing is sought to occur, including the location and the dimensions of the proposed grazing area, a list of the vegetation existing on the site and sought to be controlled by the prescribed grazing.
 - c. The full name and address of the following persons:
 - 1. The owner(s) of the premises on which prescribed goat grazing is sought to occur; and
 - 2. The owner of the goat(s)
 - d. The street address of the premises on which prescribed grazing is sought to occur and for which the permit would apply.
 - e. The number of goats to be kept on the premises under the permit, not to exceed two (2) goats per every one-tenth (0.10) acre of the prescribed grazing area.
 - f. A list of person(s) responsible for managing and monitoring the goats, including their full name, address, and 24-hour contact information.
 - g. The type of fencing to be used for the required enclosure.
 - h. Date the temporary fence will be installed.
 - i. Date the goats will be located on the premises.
 - j. Proof of required insurance.
 - k. A statement certifying whether the property's homeowners' association rules, if any, prohibit the keeping of goats on the property for which the permit is sought.
 - l. The signatures of the owner(s) of the premises where the prescribed grazing will occur and the owners of the goats to be used for prescriptive grazing.
 - m. Any other required information.
4. *Granting or Denying Issuance of Permit.* The City Clerk may grant a permit under this Section provided the application demonstrates compliance with the requirements of this section. The City Clerk may deny a permit hereunder for any of the following reasons:
- a. The application is incomplete or contains false, fraudulent or deceptive statements.
 - b. The applicant does not or has not complied with one or more of the provisions of this Section.
 - c. The premises for which the permit is sought, including, but not limited to, the proposed grazing area, is not in compliance with any provisions of this subdivision, other City Code provisions or state laws relating to zoning, health, fire, building or safety.
 - d. The owner of the goats has violated any provision hereunder, or on more than two prior occasions, the owner's goats have been found running at large within the City.

Denial of a permit may be appealed to the City Council.

- 5. *Notification Process.* Upon receipt of a completed application, the City shall send a notice to property owners of lots adjacent to the property receiving the temporary permit.
- 6. *Duration of permit.* Prescribed grazing shall not be permitted for more than thirty (30) consecutive days. No more than two (2) prescribed grazing permits may be issued within one (1) calendar year for the same property. There shall be a

minimum of thirty (30) days between the expiration of the first permit issued and the second permit issued in a twelve (12) month period.

7. *Conditions of Permit.* The keeping of goats is permitted pursuant to a permit granted under this Section, subject to the following conditions:
- a. *Transferability of permit.* A permit issued hereunder shall be nontransferable and shall be solely for the property and provider of goats listed on the permit.
 - b. *Liability insurance.* The owner of the goat(s) shall have and maintain insurance coverage for claims arising from prescribed grazing in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and shall provide to the City proof of the required insurance coverage prior to issuance of the permit. The owner of the goat(s) shall be responsible for any damage caused by goats used for prescribed grazing purposes.
 - c. *Monitoring:* The goat owner must have staff available to respond to any emergency complaints or concerns at all times of day or night.
 - d. *Right of Entry for Inspection.* The premises for which a permit is issued shall, at all reasonable times, be open to inspection by city staff to ensure determine compliance with the terms of the prescriptive grazing permit.
 - e. *Number of goats permitted.* No more than two (2) goats per every one-tenth (0.10) acre of the prescribed grazing area shall be permitted.
 - f. *Proper enclosures.* The prescribed grazing area shall be fully and securely enclosed with proper enclosures, and fully maintained for the duration of the prescribed grazing permit. Fencing must be designed to prevent escape by goats and to protect the goats from the intrusion of other predatory animals. All sides of the enclosure(s) shall be of sufficient height and the bottom of the enclosures shall be constructed or secured in a manner as to prevent the goats from escaping over or under the enclosure(s). It is a violation of the permit for any goat to be allowed to run at large during the duration of this permit. An enclosure shall meet the following requirements:
 - (a) Permanent enclosures. Fences and structures constructed to enclose prescribed grazing goats, but intended to remain at the expiration of the prescribed grazing activity, shall comply with the regulations for the zoning district in which they are located.
 - (b) Temporary enclosures.
 - 1. Temporary fencing and structures for the sole purpose of enclosing goats used for prescribed grazing shall be allowed for the duration of the prescribed grazing permit. All temporary fencing or structures shall be removed within seven (7) days of the removal of the goats from the premises as required under the permit.
 - 2. Temporary fences must be no more than seven (7) feet tall.
 - 3. Temporary fences may be electric or electrified. Where electric fences are used, a double fence system with a non-electric outer fence, maintained a minimum of four (4) feet from the electric fence, is required to serve as a safety barrier to reduce the possibility of the public coming in contact with the electric fence. If an existing natural barrier or permanent

structure exists and prevents contact with or serves as a barrier to the electric fence, then the second outer fence may not be required for the applicable segment of fencing. Generators may not be used as a power source for the electric fencing.

4. The outer fence may be allowed up to the property line of the premises on which the permit applies, but shall not be located within any public or private right-of-way.
- g. *Signage*: The owner of the goat(s) shall install and maintain signs on the premises for the duration of the permit as follows:
- (a) A sign shall be located on each side of the enclosed area and visible to the public.
 - (b) The signs must contain emergency contact information for the owner of the goat(s).
 - (c) The signs shall be setback a minimum of ten (10) feet from property line if freestanding, or placed on the enclosure fence.
 - (d) All signs shall be removed when goats are removed from the premises.
 - (e) Any electric or electrified fence in association with prescribed grazing must have a warning sign posted on every boundary of the enclosure at least every fifty (50) feet along each side of the fence. The warning sign shall clearly identify the electric fence. No single sign shall exceed four (4) square feet in area. Each sign shall be clearly visible on the approach to the fence and be posted on or within one (1) foot of the electric or electrified fence.
- h. *Shelter*: No temporary shelters allowed.
- i. *Herd Specifics*: Only females, neutered male goats or unneutered male goats less than six months old that accompany female goats are allowed.
- j. *Odor and Cleanliness*: The property must be maintained in a clean, sanitary condition so as to be free from offensive odors, fly breeding, dust, and general nuisance conditions. Goat manure shall be removed and disposed of as frequently as necessary to avoid the creation of nuisance conditions.
- k. *Noise*: Goats that engage in habitual bleating may not be used for prescribed grazing. Habitual bleating is defined as bleating for repeated intervals of at least five (5) minutes with less than one (1) minute of interruption that is audible off of the property owner's premises.
- l. *Natural resources protection*. Prescribed grazing shall not adversely affect significant natural resources. Prescribed grazing activities shall comply with the following:
- (a) Prescribed grazing activities shall comply with the best management practices established by the Minnesota Department of Agriculture, the Minnesota Department of Natural Resources, Dakota County Soil and Water Conservation District, and all other pertinent agencies.
 - (b) Prescribed grazing activities shall not impair water quality as defined by the Federal Clean Water Act.
 - (c) Threatened or endangered plant species shall not be negatively impacted by prescribed grazing activities.

- (d) Prescribed grazing must comply with shoreland and wetland regulations set forth elsewhere in the City Code.
- m. *Conservation easements.* If the proposed prescribed grazing area is within a conservation easement, all requirements of the conservation easement must be met. If the terms of the conservation easements do not allow prescribed grazing, then the permit will be denied.
8. *Feeding and care of goats.* All supplemental feed for the goats shall be securely stored in water-tight and vermin-proof containers. All goats on the premises shall have daily access to fresh drinking water (not from nearby lakes, ponds, etc.). All goats used under the permit shall receive proper veterinary treatment and regular deworming. In the event that a prescribed grazing goat becomes ill, hurt, or perishes, the owner of the goat is responsible for immediate on-site care or removal of the goat from the property.
9. *Revocation of Permit.* If a violation of the terms of this Section or the prescribed grazing permit is found, the City Clerk shall give written notice thereof to the owner of the goat(s) and property owner. If the violation is not remedied within 24 hours of the date of the notice, the prescribed goat grazing permit may be administratively revoked. The City Clerk may summarily revoke a permit if goat(s) have been found running at large on two (2) or more occurrences during the term of the permit.

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 _____, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Parameter Matrix - Haboring and Keeping of Goats for Prescribed Grazing By Permit
4/20/2021

	Burnsville	Eagan	Hastings	Cottage Grove	Maplewood	Faribault	Mahtomedi	Bloomington
Goat Webpage	https://burnsvillemn.gov/1956/Goat-Grazing	https://www.cityofeagan.com/goats	N/A	https://www.cottagegrovemn.gov/271/Vegetation-Management#:~:text=The%20City%20of%20Cottage%20Grove,issuance%20of%20such%20a%20permit	https://maplewoodmn.gov/1818/Urban-Agriculture	N/A	N/A	N/A
Ordinance	https://codebook.amlegal.com/codes/burnsvillemn/latest/burnsville_mn/0-0-0-3142	https://library.municode.com/mn/eagan/codes/code_of_ordinances?nodeId=CICO_CH10PUPRCROF_S10.12ANFOEETRTRHO	https://www.hastingsmn.gov/home/showpublisheddocument?id=9301	https://mn-cottagegrove.civicplus.com/DocumentCenter/View/540/Ordinance-Number-1014-PDF	https://maplewoodmn.gov/DocumentCenter/View/20636/980-ORD---Goat-Sheep-PDF?bidid=	https://library.municode.com/mn/faribault/codes/code_of_ordinances?nodeId=COOR-APXBUNDERE-CHGERE_ART3PRNAFE_S6-165PRGRNOINVE-PDF?bidid=	https://www.ci.mahtomedi.mn.us/DocumentCenter/View/1174/2020-02-Ordinance-Amending-City-Code-To-Permit-Goat-Grazing-9302020-PDF?bidid=	https://codebook.amlegal.com/codes/bloomington/latest/bloomington_mn/0-0-0-97242
City Code Section	Title 6 (police regulations) > 6-2-21. EXCEPTIONS.	Chapter 10 (public protection, crimes and offenses) > Sec. 10.12. - Animals and food— Keeping, transporting, treatment, housing.	City charter) City Ordinances, Title VII. (General Regulations) > Chapter 91 Animals	Title 5 Police Regulation > 5.4.14 (TEMPORARY KEEPING OF GOATS FOR VEGETATION MANAGEMENT.)	Chapter 10 (Animals) - Article X Goats and Sheep	Appendix B - Unified Development Regulations, Chapter 6 (General Regulations) Sec. 6-165. Prescribed grazing of noxious and invasive vegetation.	Chapter 3 (Animals) - 3.13 3.13 HARBORING AND KEEPING OF GOATS FOR PRESCRIBED GRAZING BY PERMIT.	Chapter 14 (licenses & permits)
Policy	https://burnsvillemn.gov/DocumentCenter/View/19748/Prescribed-Grazing-For-Land-Management-Policy?bidid=	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Permit Application	Contractor Permit - No URL. Saved copy available	https://www.cityofeagan.com/images/City Clerk/Licenses/Prescriptive%20Grazing%20Permit%20Application.pdf	Not online - need to request	https://mn-cottagegrove.civicplus.com/DocumentCenter/View/539/Temporary-Keeping-of-Goats-for-Vegetation-Management-Application-PDF	https://maplewoodmn.gov/DocumentCenter/View/23340/Goat-Sheep-Permit-PDF?bidid=	N/A	https://www.ci.mahtomedi.mn.us/DocumentCenter/View/1187/2021-Goat-Grazing-License-Application-Form-PDF?bidid=	https://www.bloomingtonmn.gov/sites/default/files/Commercial%20Animal%20Establishment%20License%20App.pdf
Title	Use of Prescribed Grazing for Land Management	Prescriptive Grazing Regulations: Harboring and keeping of goats—For prescribed grazing by permit.	Temporary Keeping of Goats For Control of Invasive Species and Other Weed Control Purposes	Temporary Keeping of Goats for Vegetation Management	An Ordinance Allowing the Temporary Keeping of Goats and Sheep	Prescribed grazing of noxious and invasive vegetation.	Harboring and keeping of goats for prescribed grazing by permit	Health and Welfare Regulations
Purpose/Allowed Use	Grazing of controlling significant invasive, noxious or unwanted vegetation.	Prescribed grazing shall mean the use of goats as a landscape management technique to control the growth of undesirable vegetation, including noxious weeds and invasive plant or trees at a specific location for a defined length of time.	temporary and periodic use of limited number of goats for invasive species and other weed control	permit the temporary keeping of goats brought in for the purpose of vegetation management where vegetation, which may include non native, invasive or noxious species cannot be otherwise reasonably removed using conventional methods.	to permit the keeping and maintenance of goats and sheep brought in temporarily for the purpose of vegetation management. This section amends the Maplewood Zoning Code to allow the temporary keeping of goats and sheep in the Small-Lot Single-Dwelling & Rural Conservation Dwelling zoning district.	specified period and for the express purpose of controlling invasive and/or noxious vegetation.	temporary and periodic use of a limited number of goats for invasive species and other weed control is permitted and to establish the requirements for doing so in order to protect the health, safety, and welfare of the general population. only allowed where vegetation, which may include non-native, invasive or noxious species, cannot otherwise be reasonably removed using conventional mechanical methods, such as buckthorn.	Is allowed only where vegetation, which may include non-native, invasive or noxious species, cannot otherwise be reasonably removed using conventional mechanical methods. Must be managed under a written plan indicating the pre-grazing plant species inventory, the targeted species for control and frequency of monitoring for evaluating management goals.
Fee		\$0 Initial license: \$50. Renewal: \$25	\$50 (grazing permit)	\$50/year (grazing permit)	\$75 (grazing permit)	\$25 (General Zoning Compliance Certificate)	\$50	\$193 annual, \$96 Temp
Lot Size	parcel, lot or contiguous area of 0.5 acres or greater	parcel, lot or contiguous area of 0.5 acres or greater	At least 1.5 acres	Not specified	Not specified	No minimum	parcel, lot or contiguous area of 0.5 acres or greater	Is not allowed on sites less than one acre in size.
Zoning Districts	Not specified	Not specified	A – Agriculture, I -1 Industrial Park, and PI – Public Institution Zoning Districts only	allowed in all zoning districts and is not subject to the regulations in Zoning Ordinance	allowed in all zoning districts for vegetation management with a permit	Prescribed grazing shall be limited to properties that are primarily used for public, semi-public, or institutional uses, such as parks, trails, public or private schools & other lots at the discretion of the city planner if contiguous with allowed properties	Not specified	Not specified
Approval process (application, site plan review, and proof of licensed contractor)	Annual permit required for the contractor.	Property owner applies for the permit. Detailed site plan required	Property owner applies for the permit. Detailed site plan required. Initial inspection by city required.	Property owner applies for the permit. Detailed site plan required.	The Officer shall grant a permit for the temporary keeping of goats or sheep after the property owner has obtained the written consent of at least 60 percent of the property owners of privately or publicly owned real estate that are located adjacent (i.e., sharing property lines) on the outer boundaries of the premises for which the permit is being requested, or in the alternative, proof that the applicant's property lines are one hundred fifty (150) feet or more from any house or business.	Permit required. No information specified.	Property owner applies for the permit. Detailed site plan required. Initial City staff inspection required	Requires an annual or temporary commercial animal license.
Number of goats/herd size	Max of 2 goats per every 1/10 acres of enclosed grazing area	Max of 2 goats per every 1/10 acres of enclosed grazing area	The number of goats allowed per permit shall be determined based on the size of the area where goats will be kept.	Up to four goats on parcels that are 10,000 square feet in area or less, with one additional goat per every 1,000 square feet of lot area over 10,000 square feet.	Up to four (4) goats or sheep on parcels that are ten thousand (10,000) square feet in area or less, with one (1) additional goat or sheep per every one thousand (1,000) square feet of lot area over ten thousand (10,000) square feet, to a maximum of seventy-five (75) goats or sheep per parcel.	Not specified	Max of 2 goats per every 1/10 acres of enclosed grazing area	Herd size must not exceed one goat per every one-tenth acre of the designated enclosure area.

Parameter Matrix - Haboring and Keeping of Goats for Prescribed Grazing By Permit
4/20/2021

	Burnsville	Eagan	Hastings	Cottage Grove	Maplewood	Faribault	Mahtomedi	Bloomington
Duration of Permit	Max of 2 times per year Max of 30 days per event with 30 days inbetween events.	under 2 acres: max 30 days. 2 times per year. Min 60 days between events. 2 acres or more: at the discretion of city staff. Permits not granted Dec - March	up to 30 days. Two permits per year.	Up to 30 consecutive days or 60 days in any 12-month period	No property owner or person shall store on a property goats or sheep for more than sixty (60) days in any twelve (12) month period	under 2 acres: max 30 days. 2 times per year. Min 60 days between events. 2 acres or more: at the discretion of city staff	under 2 acres: max 30 days. 2 times per year. Min 60 days between events. 2 acres or more: at the discretion of city staff	Is allowed for no more than 30 consecutive days per location on a site. A minimum of 30 days must pass before goats may graze the same location. Is not allowed December through March.
Goat breed/Herd specifics	Females, neutered males or unneutered males less than 6 months allowed	unneutered males over 6 months prohibited	Not specified	Must include in application. Only females allowed	Must include in application. Only females allowed	Neutering: Male goats used for prescribed grazing must be neutered. Male goats less than six (6)months of age that accompany an adult female goat shall be exempt from the neuteringrequirement.	Females, neutered males or unneutered males less than 6 months allowed	Must utilize only neutered male goats, unneutered male goats less than six months of age that accompany female goats, and female goats.
Liability insurance (& on city property)	Contractor must have proof of Natural Resources Department public liability insurance, covering all operations for the sum of at least \$2,000,000 against liability for bodily injuries to one person from the accident, \$2,000,000 for the injury of two or more persons, and for at least \$2,000,000 against liability for damage or destruction of property.	Contractor must have proof of insurance coverage for claims arising from prescribed grazing activity in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and shall provide to the city proof of coverage prior to the issuance of the permit.	The City shall have no liability for any damage that may be caused by goats kept on a property pursuant to this section. Property owners and permittees under this section shall be jointly and severally liable	List of person(s) managing and monitoring the goats has proof of liability insurance in the amount of at least \$1,000,000 per occurrence.	Not specified	Proof of effective insurance policy or a copy thereof providing liability insurancecovering claims arising out of the prescribed grazing activity. No \$ specified.	The owner of the goat(s) to be utilized under the permit shall have and maintain insurance coverage for claims arising from prescribed grazing in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and shall provide to the City proof of the required insurance coverage prior to issuance of the permit. The City shall have no liability for any damages that may be caused by goats kept on a property pursuant to a prescribed grazing permit. The permit holder shall be responsible for any damage caused by goats used for prescribed grazing purposes.	Permit app: Attach a certificate of liability insurance of at least \$1,000,000 per occurrence for bodily injury
Natural Resource Protection	Comply with DNR, Federal Clean Water Act, Threatened Species, etc.	Comply with DNR, Federal Clean Water Act, Threatened Species, etc. City Code regulations	Not specified	Not specified	Grazing must follow the wetland ordinance.	Comply with DNR, Federal Clean Water Act, Threatened Species, etc.	Comply with DNR, Federal Clean Water Act, Threatened Species, etc. City Code regulations	Comply with DNR, Federal Clean Water Act, Threatened Species, etc.
Daily monitoring/ Enforcement	Not specified	Site open to inspection at all times. The permit holder under this subdivision must occupy the premises for which the permit is issued at all times that the permit is in effect and goats are present on the premises.	Site open to inspection at all times	Site open to inspection at all times	Site open to inspection at all times	Supervision: The prescribed gazing service must list on its grazing permit application contactinformation for the party responsible for promptly addressing issues associated with prescribedgrazing on the specified property. The responsible party shall be available to be contacted at allhours of the day and all days of the week.	Site open to inspection at all times. provide 24-hour contact telephone number of the person who owns the goats to be used for the prescribed grazing;	Not specified
Nuisance Control (odor, noise, etc)	Not specified	Not specified	The property must be maintained in a clean, sanitary condition so as to be free from offensive odors, fly breeding, dust, and general nuisance conditions. A plan to dispose of goat manure in a safe and adequate manner with removal of waste within 24 hours. Habitual Bleating. It shall unlawful for any person to keep or harbor a goat which habitually bleats. Habitual bleating is defined as bleating for repeated intervals of at least 5 minutes with less than 1 minute of interruption. The bleating must also be audible off of the owner's or caretaker's premises.	Goats shall not be kept in such a manner as to constitute a nuisance to the occupants of adjacent property.	All sites on which goats or sheep are kept or maintained shall be kept clean from filth, garbage, and any substances which attract rodents. The site shall be cleaned frequently enough to control odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property.	See goat care	clean from filth, garbage and any substances which attract rodents. The premises shall be cleaned frequently to control the odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property. Goats shall not be kept in such a manner as to constitute a nuisance to the occupants of adjacent property. prohibits harboring of a goat which habitually bleats. Habitual bleating is defined as bleating for repeated intervals of at least five (5) minutes with less than one (1) minute of interruption. The bleating must also be audible off of the premises for which the permit is issued.	Goats used for prescribed grazing must have animal wastes regularly removed from shelters if shelters are provided.

Parameter Matrix - Haboring and Keeping of Goats for Prescribed Grazing By Permit
4/20/2021

	Burnsville	Eagan	Hastings	Cottage Grove	Maplewood	Faribault	Mahtomedi	Bloomington
Enclosure area/Fencing Requirements	Fencing required. No front yard fencing. Comply with existing fence and screening codes. Energized fencing allowed. If energized fence is within 30 feet of other property, double fencing required.	Fencing required. No front yard fencing. Comply with existing fence and screening codes. Temporarily removed in 5 days of end date. Energized fencing allowed and double fencing is required.	The goats must be contained by an adequate containment fence at all times. If an electric fence is used it must display a warning that the fence is electric.	Fencing required. Temporary removed in 7 days of end date. Energized fence must have warning signs.	Fencing required.	Fencing required. No front yard fencing. Permanent must comply with existing fence and screening codes. Energize fencing allowed and double fencing may be required per city planner.	Fencing required. Comply with existing fence and screening codes. Temporarily removed in 5 days of end date. Energize fencing allowed and double fencing is required.	Goats used for prescribed grazing are required to be fenced using permanent or temporary fencing and may be provided a shelter from the weather within their fenced enclosure. Fencing is required and must be designed to prevent escape by goats and access by other animals. Temporary enclosure fencing must be removed within seven calendar days after the expiration of the license duration or the goats are removed, whichever occurs first.
Distance from property lines	See fencing.	Not specified	Goat containment fences shall be set back a minimum of 100 feet from any residence.	The goats may be moved to a separate holding pen at night, which shall be located at least 150 feet from all residential buildings.	The goats and sheep may be moved to a separate holding pen at night, which shall be located the maximum distance practicable from residences.	Not specified	The goat containment fences shall be set back a minimum of 30 feet from any residence other than the property owner's residence.	See shelter
Notification process	Apply 15 days in advance of work. Notify City within 10 days of work. Notify city the day of work.	Not specified	Not specified	Notice given to property owners within 150 feet of the grazing area. If, within 10 days of such notice, there are objections by 75% of the property owners in the notice area, then the permit must be approved by the Council.	See approval process	Not specified		Not specified
Signage	If visible to the public, notification sign required with emergency contact. Size specified.	Signs required for duration of permit	Not specified	Warning signs on electric fence	Not specified	Notification sign and warning sign for energized fence	Notification sign and warning sign for energized fence	11) Signs must not exceed four square feet in size and must be placed in conspicuous locations near the fenced enclosure, but not in any right-of-way areas. (12) Signs must warn the public to not enter the grazing enclosure and to not pet or feed the goats.
Goat Care/Animal Welfare	Not specified	Specifies feeding and care of goats	Not specified	Not specified	Not specified	Health: Prescribed grazing animals must receive proper veterinary treatment and regular deworming. In the event that a prescribed grazing animal becomes ill, hurt, or perishes, the owner of the prescribed grazing animal(s) must provide immediate on-site care or remove the animal(s) from the property promptly if immediate on-site care cannot be provided.	goats on the premises shall have daily access to fresh drinking water (not from nearby lakes, ponds, etc.). All goats used under the permit shall receive proper veterinary treatment and regular deworming. In the event that a goat becomes ill, hurt, or perishes, the permit holder and the owner of the goat is responsible for immediate on-site care or removal of the goat from the premises.	Supplemental feed held onsite must be securely stored to prevent becoming an attractant for vermin and other pests. Goats must be provided access to drinking water daily. The source of the water cannot be rivers, streams, lakes or ponds.
Shelters	Shelters, if provided, must follow all City structure and setback requirements.	Not specified	Not specified	Not specified	Not specified	Not specified	Not specified	Shelters, if provided, must: (A) Not be located in a front yard area, (B) Be less than 200 square feet, (C) Be less than seven feet in height, (D) Be set back a minimum of 100 feet from any lot used residentially and 150 feet from any dwelling on a neighboring lot, (E) Be designed for the use and built in a workmanship manner using approved materials, and (F) Be removed within seven calendar days of the expiration of the license duration or the goats are removed from the property, whichever occurs first.

Parameter Matrix - Haboring and Keeping of Goats for Prescribed Grazing By Permit
4/20/2021

	Burnsville	Eagan	Hastings	Cottage Grove	Maplewood	Faribault	Mahtomedi	Bloomington
Violations	If policy requirements or other City ordinances are not followed, contractor permits can be revoked by City staff.	The permit holder under this subdivision must occupy the premises for which the permit is issued at all times that the permit is in effect and goats are present on the premises.	Every person who violates a section or division of this chapter by performing an act thereby prohibited or declared unlawful, or by failing to do an act hereby required, or when the person fails to act when the failure is thereby prohibited or declared unlawful, shall upon conviction be punished as for a misdemeanor.	A violation of any provision of this ordinance or a condition of the permit shall be grounds for revocation of the permit by the city clerk.	(1) Any person violating this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be punished in accordance with Section 1-15. (2) If any person is found guilty by a court for violation of this ordinance, their permit to temporarily keep goats or sheep shall be deemed automatically revoked and no new permit may be issued for a period of one (1) year. (3) Any person violating any conditions of this permit shall reimburse the city for all costs borne by the city to enforce the conditions of the permit including but not limited to the pickup and impounding of goats and sheep.	Not specified	If a violation of the terms of this Section or the prescribed goat grazing permit is found, the City shall give written notice thereof to the permit holder. If the violation is not remedied within ten (10) days of the date of the notice, a misdemeanor citation may be issued and/or the prescribed goat grazing permit may be revoked following notice and a hearing before the City Council. The City Clerk may summarily revoke a permit if a permit holder's Goat(s) have been found running at large on two (2) or more occurrences within the term of the permit.	



AGENDA ITEM _____

Request for Council Action

TITLE: Consider Approval of Resolution Authorizing Hire of Bob Bierscheid as Interim Parks and Recreation Director

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 24, 2021	None	
Item Type:	Regular	Amount included in current budget	x
Contact:	Heather Rand, Interim Admin, 651-450-2546	Budget amendment requested	
Prepared by:	Heather Rand	FTE included in current complement	
Reviewed by:	Heather Rand	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider and approve resolution hiring Bob Bierscheid as Interim Parks & Recreation Director until October 31, 2021 or such time as a permanent Parks & Recreation Director is hired by the City, whichever comes first.

SUMMARY:

Due to a vacancy in the city of Inver Grove Heights Parks and Recreation Director position, and expiration of the City's prior employment of its current Interim Parks and Recreation Director, the City is in need of an individual to fill the vacant Parks and Recreation Director position until such time as the City is able to hire a full-time Parks and Recreation Director, which is anticipated to occur sometime in the early fall of 2021. In particular, the Interim Parks and Recreation Director will provide vital assistance and support and recommendations on Parks and Recreation policy and specific park development projects to the city council, the interim city administrator, parks and recreation staff, and the city of IGH's Parks and Recreation Advisory Commission. For continuity of services reasons, this interim parks and recreation director work would include the continued advancement of new park development in the NWA, park improvements planned elsewhere in the city for 2021, and making significant progress with the development of an updated Parks and Recreation Master Plan for the city.

After careful consultation with the current Interim Parks and Recreation Director Jon Oyanagi whose service to the city soon concludes, and with the city's contracted professional recruitment consultant Sharon Klumpp, Baker & Tilly, the Interim City Administrator has vetted and now recommends that the city hire Bob Bierscheid as Interim Parks and Recreation Director, starting on June 1, 2021 with an anticipated employment end date on October 31, 2021 or upon the City's hiring of a permanent Parks and Recreation Director, whichever occurs first.

Mr. Bierscheid has served as Parks and Recreation Director in the city of St. Paul, MN from 2002-2009, Parks and Recreation Director for the city of Roseville, MN from 1987-2002, and had a successful career of delivery quality parks and recreation and community education services for over 30 years to a variety of cities. Pending his retirement from St. Paul, he has continued to actively provide consulting services in the field for an impressive and varied list of cities and counties.

The city of Inver Grove Heights would be well served by Mr. Bierscheid providing Interim Parks and Recreation Director Services. The Interim City Administrator Heather Rand and Interim Parks and Recreation Director Jon Oyanagi recommend the Inver Grove Heights City Council recommend approval of this hire. The funding for this position will come from existing parks and recreation department 2021 budget.

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

A RESOLUTION HIRING INTERIM PARKS AND RECREATION DIRECTOR

WHEREAS, the City's Parks and Recreation Director position is currently vacant; and

WHEREAS, the City will be searching for a new Parks and Recreation Director, which may take several months;

WHEREAS, the City Council seeks to hire an Interim Parks and Recreation Director to fill this vacant position on a part-time, temporary basis, until such time as a full-time Parks and Recreation Director can be hired; and

WHEREAS, the City Council has reviewed the qualifications of Bob Bierscheid and finds that his prior experience makes him well-qualified to serve in the position of Interim Parks and Recreation Director.

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

1. Bob Bierscheid is hereby hired to serve as the Interim Parks and Recreation Director for the City of Inver Grove Heights under the following terms and conditions:
 - Work up to 20 hours per week, 2-3 days per week, at a rate of \$65.00/hour.
 - Work may be done in-person or remotely, as determined by the City Administrator.
 - Duties shall include those included in the existing job description for the Parks and Recreation Direction, and also specifically include priority projects as identified by the City Administrator and/or City Council.
 - Provided with access to the VMCC, city email, phone number and VPN access.
 - Start date of June 1, 2021; employment expected to run for up to five months through October 31, 2021, or until such time as a full-time Parks and Recreation Director is hired by the City, whichever occurs first, although City may terminate employee's employment at any time.
 - Offer contingent upon successful completion of criminal history investigation and other applicable City pre-hire requirements.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 24th day of May, 2021.

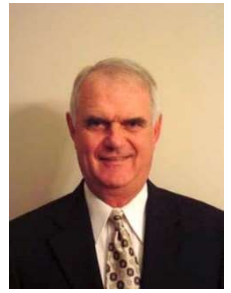
CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk

RESUME'
Bob Bierscheid, CPRP
Bierscheid Consulting LLC



Education

University of Iowa	1967	B. S.
Temple University	1969	M. Ed.
University of MN	1970	Post Graduate Classes

Military

U. S. Army	1968-69	2 nd Lieutenant
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Work Experience

Hillsborough, CA	1974-77	Director of Recreation
Marshall, MN	1977-1980	Director of Parks, Recreation and Com. Educ.
Roseville, MN	1980-1984	Asst. Director of Parks and Recreation
Roseville Area Schools	1984-1987	Asst. Director of Com. Educ./Dir. Fairview Ctr.
Roseville, MN	1987-2002	Director of Parks and Recreation
Saint Paul, MN	2002-2009	Director of Parks and Recreation

Consulting Experience

Minneapolis Park Board	2009-2010
Plymouth MN Parks & Rec.	2009-2010
Naperville IL Park District	2010-2011
Erie, CO Parks & Rec.	2011-2012
Cleveland Metro Parks	2012-2013
Maplewood, MN Pks & Rec.	2013
WSB-Coon Rapids, MN	2015
WSB-Blaine MN	2018-19
WSB-Owatonna, MN	2019
Atlanta, GA Parks & Rec.	2021

Several Agencies on completing NRPA CAPRA Applications

Professional Leadership

MRPA	Treasurer	1988
MRPA	President	1993
CAPRA (NRPA)	Vice-Chair	2000-2006
NAYS	Board Chair	1983-2006
Public Art St. Paul	Board	2006-Present (Chair 2009-2010)
Sajai Foundation	Board Chair	2009-2013
Roseville Central Park Found.	Board	2009-Present
MN Parks and Trails Legacy	Advisory Committee	2010-2019 (Chair 2016-19)
Greater MN Parks and Trails	Evaluation Team	2014-Present
NRPA CAPRA	Site Visit Teams	1995-Present (32 Visits)
NRPA CAPRA	Training Chair	1997-2008
MN Parks and Trails Council	Board	2014-Present (Chair 2018-Present)

Awards

CAPRA National Agency Accreditation (NRPA)

1994 Roseville, MN
1999 Roseville, MN (re-acred.)
2003 Saint Paul, MN
2008 Saint Paul, MN (re-acred.)

Clifton E. French Distinguished Service Award
MRPA Awards of Excellence

1995
1988, 1989, 1994, 1997, 1999
(Roseville, MN)

2002, 2003, 2004, 2005, 2006,
2007 2008 (Saint Paul, MN)

NRPA Gold Medal

2000 Roseville, MN
2005 Saint Paul, MN