



Inver Grove Heights City Council
Monday, February 26, 2024 at 6:00 PM
8150 Barbara Ave, Inver Grove Heights, MN 55077

AGENDA

NOTICE OF REMOTE ATTENDANCE: Mayor Brenda Dietrich is expected to attend this meeting remotely from 101 Caribbean Dr., Corpus Christi, TX 78418.

NOTICE TO RESIDENTS: Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, February 26, 2024, will be provided to the Council at or before the February 26, 2024 meeting.

1. Call to Order

2. Roll Call

3. Presentations

4. Consent Agenda

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

- A.** Approval of Minutes from the January 29, 2024 City Council Special Meeting
- B.** Approval of Disbursements
- C.** Personnel Actions
- D.** Resolution Accepting Donations and Sponsorships to the Parks and Recreation Department
- E.** Resolution Approving 2023 Budget Carryovers
- F.** Resolution Approving Special Assessment Settlement Agreement
- G.** Resolution to Join MnWARN Mutual Aid Agreement
- H.** Resolution Approving Final Plans & Specifications and Authorizing Advertisement for Bids for Water Treatment Plant Rehabilitation (City Project No. 2023-03).
- I.** Resolution Authorizing Application for the Minnesota Pollution Control Agency Stormwater Resilience Grants
- J.** Resolution Approving Contract with VMC, LLC for a Monopole Feasibility Study (City Project No. 2024-18)
- K.** Annual Update to the City of Inver Grove Heights Emergency Operations Plan

- L. Resolution Granting Variance to Exceed the Maximum Fence Height in the Front Yard at 6974 Bovey Trail

5. **Public Hearing**

6. **Regular Business**

- A. Rental Housing Licenses
- B. Second Reading of Ordinance Amending City Code Related to Residential Accessory Structures
- C. First Reading of Ordinance Establishing a Four-Year Term for the Office of Mayor

7. **Public Comment**

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

8. **Mayor and Council Comments**

9. **Adjourn**

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

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
MONDAY, JANUARY 29, 2024 - 4:30 P.M.
NOWHERE ENTERTAINMENT, 5300 ROBERT TRL #300, INVER GROVE HEIGHTS**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in a special session on Monday, January 29, 2024. Mayor Dietrich called the meeting to order at 4:30 p.m.

2. ROLL CALL:

Present In-Person: Mayor Dietrich; Council Members: Gliva, Murphy, T’Kach, and Scales; City Administrator Wilson, City Clerk Kiernan, Parks & Recreation Director Lares, Finance Director Hove, Police Chief Chiodo, Human Resources Director Shefchik, Fire Chief Thill, Communications Manager Looze, IT Director Gade, and Public Works Director Connolly.

3. REGULAR BUSINESS:

A. Review and Discussion of City Council Priorities for 2023-2024

City Administrator Wilson explained that the purpose of this meeting was to review and discuss 2023-2024 City Council priorities to see if staff and council are reaching the goals that were to be accomplished in 2023 and to set additional goals for 2024 if needed.

The Council reviewed the results of 2023 and then discussed and selected key priorities for 2024. There were items on the 2023 list that are not yet complete and Council asked to carry those over and include them in its 2024 priorities.

Councilmembers were asked to give some thought to the following questions:

1. What were the notable accomplishments of 2023? In hindsight, is there anything the Council wishes had been handled or decided differently?

Water was a hot topic in 2023 and the Public Works Maintenance Facility Study. In hindsight, it was suggested that the council needs to look at the greater good of Inver Grove Heights rather than just the preferences of those present at a particular council meeting. The Council also discussed how to get broad resident input and feedback on bigger topics.

The idea of a community-based strategic plan was suggested and briefly discussed, noting that most cities who undertake such an effort hire a consultant and devote a year or more to the process.

Councilmembers were pleased with the communication around the radium in the water supply issue, with efforts to get out ahead of the questions from residents and provide a frequently asked questions model for them to see on the website.

2. On the Council list of 2023 priorities, were there any items you would remove from the list for 2024 (either because they have been accomplished or because there are currently other, higher-priority items)?

Some felt the 2023 list was too long but there was a general consensus that progress was made. Staff was asked to share items that each department plans to work on in 2024, beyond their normal duties. Clerk's Office is implementing CityView online business licensing; Finance is working to revamp the City's Chart of Accounts; Police is working to expand their Wellness program (physical and mental health) with a therapy dog; Human Resources is working to disconnect the personnel policy from city code and make it an administrative policy; Fire is looking to enhance the Paid-on-Call Program through new recruitment strategies. Communications is overhauling the Public Works portion of the city website; IT will be migrating the City's backups to a new location further from City Hall; Public Works is planning to revisit the way cell phone antenna leases are handled. Parks and Recreation is looking forward to completing the Heritage Village 5th phase, including the splash pad and an all-inclusive playground, and completion of the lighting on the Swing bridge.

3. What is one thing that the City - as a municipal government organization - should focus on in 2024 to benefit our residents? (Outside of the everyday services such as responding to 911 calls, providing clean drinking water, maintaining streets and parks.) Responses included:

A "who to call" quick reference guide on the website.
 Landfill issues, including solid waste management and financial implications.
 A signature community event separate from IGH Days.
 Climate Action Planning - going greener, climate issues and volunteer availabilities
 Maximizes grants available from the Dakota County CDA for Redevelopment Incentive Grant (RIG) programs
 Focus on Tourism
 See more housing data statistics across all housing classifications
 Northwest Area Zoning code overlay district and comprehensive plan update
 Meet with advisory commissions to share goals, priorities and frustrations
 Funding for water plant rehabilitation
 Use of ARPA Funds
 Use of Opioid Settlement Funds
 Staffing to meet city's needs (Natural resource division or adding a criminal analyst to PD for example)
 Theme of moving from reactionary to planning, proactive and moving forward thinking.

4. ADJOURN:

Motion to adjourn the meeting at 8:03 p.m. by Murphy, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by City Clerk Rebecca Kiernan.

Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: February 26, 2024
ITEM TYPE: Consent Agenda
CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving disbursements for the period of February 7– 20, 2024.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of February 7 – 20, 2024. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$740,668.60
Special Revenue	49,971.74
Debt Service	45,511.47
Capital Projects	351,638.96
Enterprise	962,080.88
Internal Service	455,985.06
Escrows	16,641.01
Total - All Funds	\$2,622,497.72

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the disbursements as presented.

ATTACHMENTS

1. Resolution
2. Disbursements Listing (2.7.2024 - 2.20.2024)

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

RESOLUTION NO. ____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF February 7, 2024 -
February 20, 2024.**

WHEREAS, a detailed listing of disbursements for the period of February 7, 2024 - February 20, 2024.

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

Fund Type	Amount
General Fund	\$740,668.60
Special Revenue	49,971.74
Debt Service	45,511.47
Capital Projects	351,638.96
Enterprise	962,080.88
Internal Service	455,985.06
Escrows	16,641.01
Total - All Funds	\$2,622,497.72

Approved by the City of Inver Grove Heights, Minnesota this 26th day of February 2024.

John Murphy, Acting Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Expense Approval Report

By Fund

Payment Dates 2/7/2024 - 2/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
KENNEDY & GRAVEN	1/24/2024	12/31/2023	General City Business Legal Ch...	101.41.1000.413.30420	6,027.00
OCCUPATIONAL HEALTH CEN...	103881905	12/31/2023	Random DS and Pre-employm...	101.41.1120.413.30700	378.00
OCCUPATIONAL HEALTH CEN...	103884551	12/31/2023	Pre-employment physical. Fir...	101.41.1120.413.30700	759.00
CROSSINGS IGH LLC	12/31/2023	12/31/2023	Tax Abatement - 1st 1/2 2023...	101.58.9100.581.70650	0.26
ST. PAUL PIONEER PRESS	1223572521	12/31/2023	Ord 1467 - Developer Charges	101.41.1100.413.50025	75.95
ST. PAUL PIONEER PRESS	1223572521	12/31/2023	Ord 1469 - Weed/Grass	101.41.1100.413.50025	37.73
ST. PAUL PIONEER PRESS	1223572521	12/31/2023	NoPH: Liquor & Tobacco Ren...	101.41.1140.413.50025	15.19
ST. PAUL PIONEER PRESS	1223572521	12/31/2023	NoPH: Liquor - Pizza Pub	101.41.1140.413.50025	18.13
ST. PAUL PIONEER PRESS	1223572521	12/31/2023	NoPH: Liquor - Nowhere Enter...	101.41.1140.413.50025	18.13
ST. PAUL PIONEER PRESS	1223572521	12/31/2023	NoPH: Liquor - Perplebunny A...	101.41.1140.413.50025	18.62
ST. PAUL PIONEER PRESS	1223572521	12/31/2023	Finance - Summary Budget Pu...	101.41.2000.415.50025	325.85
ST. PAUL PIONEER PRESS	1223572521	12/31/2023	Open Water/Thin Ice	101.44.6000.451.50025	308.70
FIRST IMPRESSION GROUP	152064	12/31/2023	winter 2023-2024 insights	101.41.1300.413.50032	7,055.00
SHAKOPEE MDEWAKANTON S...	1840	12/31/2023	Grinding operations	101.44.6000.451.40045	7,430.50
WEST ST. PAUL, CITY OF	2023-00000232	12/31/2023	4th QTR volunteers	101.41.1120.413.30700	4,361.67
THE MODERN SPORTSMAN	2228	12/31/2023	Training pistol	101.42.4000.421.40042	918.00
DAKOTA CTY FINANCIAL SVCS	5501679	12/31/2023	4th Quarter Electric Billing - 2...	101.43.5400.445.40020	987.21
STREICHER'S	I1678887	12/31/2023	Misc end of year items	101.42.4000.421.40042	3,888.33
JASON THOMAS CARDINAL	IGHPD23-7	12/31/2023	Employment Background Che...	101.42.4000.421.30701	840.00
MUNICIPAL EMERGENCY SERV...	IN1939605	12/31/2023	Women's uniform pants	101.42.4200.423.60045	153.71
INNOVATIVE OFFICE SOLUTIO...	IN4345874B	12/31/2023	Office supplies	101.41.1140.413.60010	46.34
INNOVATIVE OFFICE SOLUTIO...	IN4345874B	12/31/2023	Office supplies	101.41.1140.413.60010	46.34
INNOVATIVE OFFICE SOLUTIO...	IN4378174B	12/31/2023	Office supplies	101.41.1100.413.60010	28.91
INNOVATIVE OFFICE SOLUTIO...	IN4416023B	12/31/2023	Printer paper	101.41.2000.415.60065	187.52
WSB & ASSOCIATES, INC.	R-022068-000-10	12/31/2023	Finalize Ordinance Draft & Ord...	101.45.3200.419.30700	1,951.25
TAHO SPORTSWEAR	23TS6453	02/15/2024	Annual P&R T-shirt for Scholar...	101.44.6100.3650000	751.80
SKILLSOFT CORPORATION	0000252138	02/15/2024	Percipio Software	101.41.1120.413.50072	7,318.82
INNOVATIVE OFFICE SOLUTIO...	CIN120356B	02/08/2024	Stand up desk	101.41.2000.415.60065	369.39
INNOVATIVE OFFICE SOLUTIO...	IN4434985B	02/08/2024	Office supplies	101.44.6100.459.60010	48.36
INNOVATIVE OFFICE SOLUTIO...	IN4442925B	02/08/2024	Paper clips	101.45.3000.419.60010	8.04
MACQUEEN EMERGENCY GR...	P01876b	02/01/2024	credit for 2022 invoice	101.42.4200.423.40042	-495.32
CROSSINGS IGH LLC	2/2/2024	02/08/2024	Tax Abatement - 2nd 1/2 2023	101.58.9100.581.70650	15,390.26
BJORKLUND COMPENSATION ...	00004596	02/08/2024	Golf Clubhouse Supt. Job Eval	101.41.1120.413.30700	75.00
MENDOTA HTS, CITY OF	00243098	02/08/2024	Entrance fees for SeaQuest Fie...	101.44.6100.452.50090	40.42
HOLIDAY COMPANIES	080901022400	02/08/2024	Squad car washes	101.42.4000.421.40041	295.00
ALEX BILDEAUX	1/26/2024	02/08/2024	chainsaw training	101.44.6000.451.50080	650.00
CULLIGAN	157984591006X013124	02/08/2024	bottled water fee for Station 1	101.42.4200.423.60065	17.90
CULLIGAN	157985524824X013124	02/08/2024	Rich Valley maint bldg water s...	101.44.6000.451.40050	11.30
CULLIGAN	157986034674X013124	02/08/2024	credit for Station 2	101.42.4200.423.60065	-100.54
MARTIN-MCALLISTER	15896	02/08/2024	Pre-employment leadership a...	101.45.3000.419.30700	3,000.00
SHRED-N-GO, INC.	162177	02/08/2024	Finance Shredding	101.41.2000.415.30700	140.63
O' REILLY AUTO PARTS	1767-337913	02/08/2024	zip ties	101.44.6000.451.60012	15.99
HOTSY EQUIPMENT OF MINN...	19827	02/08/2024	bulk car wash soap for trucks	101.42.4200.423.40041	491.22
GROTH, DARREN	2/8/2024	02/08/2024	Reimburse travel expenses to ...	101.45.3000.419.50075	1,433.74
QUICKSCORES LLC	240172	02/08/2024	Portal services for adult volley...	101.44.6100.455.60009	154.00
ARCHIVESOCIAL, LLC.	285333	02/08/2024	archive social yearly subscript...	101.41.1300.413.50072	7,188.00
VERIFIED HOLDINGS, LLC	350061	02/08/2024	Elections Pre-employment ba...	101.41.1120.413.30700	931.50
MN SOCIETY OF CPA'S	361424	02/08/2024	CPA Membership: Hosszu	101.41.2000.415.50070	365.00
MN NCPERS LIFE INSURANCE	384	02/08/2024	Monthly Premium 2.2024	101.203.2031600	208.00
HERO TRAINING CENTER	63126082	02/08/2024	Training center rooms and si...	101.42.4000.421.50080	2,320.00
ROBERT BEALKE INDUSTRIES	791698	02/08/2024	DJ services for Princess Dance	101.44.6100.453.30700	450.00
GEOTAB USA, INC.	IN370452	02/08/2024	Monthly ProPlan Software 1.2...	101.42.4000.421.50072	283.43
INNOVATIVE OFFICE SOLUTIO...	IN4432841	02/08/2024	Hanging mail slots (2)	101.41.2000.415.60010	27.80

Expense Approval Report

Payment Dates: 2/7/2024 - 2/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INNOVATIVE OFFICE SOLUTIO...	IN4438769	02/08/2024	W-2 Paper	101.41.2000.415.60010	60.62
AXON ENTERPRISES, INC.	INUS221206	02/08/2024	2024 License Renewals and W...	101.42.4000.421.70501	130,692.26
HOOTSUITE INC.	INV-2010222403	02/08/2024	Hootsuite yearly	101.41.1300.413.50072	1,848.01
SAFE-FAST, INC.	INV286153	02/08/2024	Reflective Clothing. Ista and H...	101.43.5200.443.60045	418.30
MACQUEEN EMERGENCY GR...	P25001	02/08/2024	test manifold assembly	101.42.4200.423.40042	435.93
ICMA RETIREMENT TRUST - 4...	INV0183488	02/09/2024	457 -AGE <49	101.203.2031400	5,105.38
ICMA RETIREMENT TRUST - 4...	INV0183489	02/09/2024	457 -AGE <49 %	101.203.2031400	8,723.04
ICMA RETIREMENT TRUST - 4...	INV0183490	02/09/2024	457 -AGE 50+	101.203.2031400	2,385.29
ICMA RETIREMENT TRUST - 4...	INV0183491	02/09/2024	457 PLAN -AGE 50+ %	101.203.2031400	1,046.32
ICMA RETIREMENT TRUST - 4...	INV0183492	02/09/2024	457 - ROTH AGE <50	101.203.2031400	505.00
ICMA RETIREMENT TRUST - 4...	INV0183493	02/09/2024	457 - ROTH AGE <50 %	101.203.2031400	1,041.89
ICMA RETIREMENT TRUST - 4...	INV0183494	02/09/2024	457 - ROTH AGE 50+	101.203.2031400	245.00
AFSCME COUNCIL 5	INV0183495	02/09/2024	UNION DUES (AFSCME FULL S...	101.203.2031000	973.17
AFSCME COUNCIL 5	INV0183496	02/09/2024	UNION DUES (AFSCME FULL S...	101.203.2031000	44.24
MINNESOTA DEPARTMENT OF...	INV0183497	02/09/2024	CASE #001570640001	101.203.2032100	342.87
TEXAS STATE DISBURSEMENT...	INV0183498	02/09/2024	CASE #0012022247	101.203.2032100	230.77
MINNESOTA DEPARTMENT OF...	INV0183499	02/09/2024	CASE #001490481201	101.203.2032100	357.72
MINNESOTA DEPARTMENT OF...	INV0183500	02/09/2024	CASE #000115468905	101.203.2032100	65.06
MINNESOTA DEPARTMENT OF...	INV0183501	02/09/2024	CASE #001563363401	101.203.2032100	426.85
MINNESOTA DEPARTMENT OF...	INV0183502	02/09/2024	CASE #001567848502	101.203.2032100	60.45
WI SCTF (WI SUPPORT COLLEC...	INV0183503	02/09/2024	PARTICIPANT ID#0004986316	101.203.2032100	433.06
MEDSURETY ACH ONLY	INV0183505	02/09/2024	HSA ELECTION-FAMILY	101.203.2032500	4,576.80
MEDSURETY ACH ONLY	INV0183506	02/09/2024	HSA ELECTION-SINGLE	101.203.2032500	6,893.42
IGH PROFESSIONAL FIREFIGHT...	INV0183507	02/09/2024	UNION DUES (IAFF)	101.203.2031000	504.01
LELS LOCAL #84	INV0183509	02/09/2024	UNION DUES (LELS)	101.203.2031000	2,623.50
MN STATE RETIREMENT SYST...	INV0183510	02/09/2024	MINNESOTA DEFERRED COM...	101.203.2031400	835.00
MN STATE RETIREMENT SYST...	INV0183511	02/09/2024	MINNESOTA DEFERRED COM...	101.203.2031400	1,240.12
MN STATE RETIREMENT SYST...	INV0183512	02/09/2024	457 ROTH IRA (AGE 49 & UND...	101.203.2031400	590.00
ING DIRECT	INV0183513	02/09/2024	MSRS-HCSP	101.203.2032200	18,149.20
PERA	INV0183514	02/09/2024	PERA COORDINATED PLAN	101.203.2030600	52,121.28
PERA	INV0183515	02/09/2024	EMPLOYER SHARE (EXTRA PE...	101.203.2030600	4,009.30
PERA	INV0183516	02/09/2024	PERA DEFINED PLAN	101.203.2030600	15.77
PERA	INV0183517	02/09/2024	EMPLOYER SHARE (PERA DEFI...	101.203.2030600	15.77
PERA	INV0183518	02/09/2024	PERA POLICE & FIRE PLAN	101.203.2030600	32,434.83
PERA	INV0183519	02/09/2024	EMPLOYER SHARE (POLICE & F...	101.203.2030600	48,652.23
ICMA RETIREMENT TRUST - 4...	INV0183520	02/09/2024	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,108.76
ICMA RETIREMENT TRUST - 4...	INV0183521	02/09/2024	ROTH-AGE <49 %	101.203.2032400	101.11
ICMA RETIREMENT TRUST - 4...	INV0183522	02/09/2024	ROTH IRA (AGE 50 & OVER)	101.203.2032400	438.46
EFTPS	INV0183524	02/09/2024	FEDERAL WITHHOLDING	101.203.2030200	76,842.95
MN DEPT OF REVENUE (PAYR...	INV0183525	02/09/2024	STATE WITHHOLDING	101.203.2030300	32,138.17
EFTPS	INV0183526	02/09/2024	MEDICARE WITHHOLDING	101.203.2030500	20,752.74
EFTPS	INV0183527	02/09/2024	SOCIAL SECURITY WITHHOLDI...	101.203.2030400	54,299.24
MINNEAPOLIS OXYGEN CO.	00121290	02/15/2024	oxygen cylinder tank rental	101.42.4200.423.30700	218.68
ST. PAUL PIONEER PRESS	0124572521	02/15/2024	Open Water/Thin Ice	101.44.6000.451.50025	327.60
ST. PAUL PIONEER PRESS	0124572521	02/15/2024	Ord 1470 - Shipping Containers	101.45.3200.419.50025	57.20
ST. PAUL PIONEER PRESS	0124572521	02/15/2024	Ord 1468 - Rental License	101.45.3200.419.50025	64.48
GALLS LLC	026845684	02/15/2024	Uniform Allowance Purchase -...	101.42.4000.421.60045	115.14
MSFDA	1/1/2024	02/15/2024	2024 MSFDA Membership Du...	101.42.4200.423.50070	495.00
ARCHER EXTERIORS	1/30/2024	02/15/2024	Refund of permit #PRBD2024...	101.45.3300.3221000	108.00
CAMPBELL KNUTSON, P.A.	1/31/2024	02/15/2024	Monthly Legal Services 01.20...	101.42.4000.421.30410	18,962.82
SOUTH METRO SWAT	1/31/2024	02/15/2024	2024 SWAT Membership	101.42.4000.421.70501	17,500.00
OWL LAKE LLC	105443	02/15/2024	door hanger fire notices for D...	101.42.4200.423.60006	284.03
COMPASS MINERALS AMERIC...	1283968	02/15/2024	Road Salt from state contract.	101.43.5200.443.60016	47,518.75
VALLEY IMAGES PHOTOGRAP...	1521	02/15/2024	Bohland Photo Session	101.42.4000.421.50030	50.00
MADISON NATIONAL LIFE INS...	1603911	02/15/2024	Monthly Premium 2.2024	101.203.2031700	3,099.21
EYEMED	166147518	02/15/2024	2.2024 Premium	101.203.2032700	241.88
EYEMED	166147518	02/15/2024	Premium Retro Adjustments 1...	101.203.2032700	17.66
METROPOLITAN COUNCIL	2/2/2024	02/15/2024	Monthly SAC fees 1.2024	101.41.0000.3414000	-6,287.05
MADDEN GALANTER HANSEN,...	2/9/2024	02/15/2024	Labor relations services thru 1...	101.41.1120.413.30420	2,000.76
SOUTH DAKOTA PARKS & REC...	2/9/2024	02/15/2024	Cmty Ctr Manager job posting	101.41.1120.413.30700	25.00

Expense Approval Report

Payment Dates: 2/7/2024 - 2/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NRPA/AMERICA'S BACKYARD	200819212-BB	02/15/2024	NRPA Annual Agency Member...	101.44.6000.451.50070	81.50
NRPA/AMERICA'S BACKYARD	200819212-BB	02/15/2024	NRPA Agency Membership	101.44.6100.459.50070	234.31
NORTH DAKOTA RECREATION...	2107	02/15/2024	Cmty Ctr Mgr Job Posting	101.41.1120.413.30700	125.00
BUREAU OF CRIMINAL APPRE...	33469	02/15/2024	DMT Recertification Training -...	101.42.4000.421.50080	75.00
TOTAL CONSTRUCTION & EQU...	38574	02/15/2024	repairs to GFCI receptacles on...	101.44.6000.451.40047	4,433.37
SHORT ELLIOTT HENDRICKSON...	461025	02/15/2024	Swing Bridge light study	101.44.6000.451.30700	5,972.87
MN NCPERS LIFE INSURANCE	542000032024	02/15/2024	Monthly Premium 03.2024	101.203.2031600	208.00
WISCONSIN PARK & RECREAT...	7402	02/15/2024	Job posting	101.41.1120.413.30700	150.00
INTOXIMETERS	753293	02/15/2024	Replacement mouthpieces	101.42.4000.421.60065	92.00
BIG TOP RENTAL, INC.	76667	02/15/2024	port a potties 1.2024	101.44.6000.451.40065	1,270.00
MN LIFE INSURANCE CO	87226251-00	02/15/2024	2.2024 Premium	101.203.2030900	4,097.49
MN LIFE INSURANCE CO	87226251-00	02/15/2024	Retro Premium Credit - 11.20...	101.203.2030900	-91.46
INVER GROVE HEIGHTS ANIM...	888681	02/15/2024	Annual K9 Physical	101.42.4000.421.60013	726.77
EMERGENCY AUTOMOTIVE TE...	BA12212332C	02/15/2024	emergency lights for squad 5	101.42.4200.423.40041	1,231.92
EMERGENCY AUTOMOTIVE TE...	BA12212332D	02/15/2024	emergency lights for Squad car	101.42.4200.423.40041	1,437.24
ENTERPRISE FM TRUST	FBN4929283	02/15/2024	Monthly Lease Payment 1.2024	101.42.4000.421.70300	20,607.75
ENTERPRISE FM TRUST	FBN4957180	02/15/2024	Monthly Lease Payment 2.2024	101.42.4000.421.70300	20,413.06
STREICHER'S	I1676378	02/15/2024	Uniform Allowance Purchase ...	101.42.4000.421.60045	199.96
BRITTANY MISKOWIEC	IGHPD-02082024	02/15/2024	Dept covered wellness sessions	101.42.4000.421.30700	1,237.50
INNOVATIVE OFFICE SOLUTIO...	IN4458087	02/15/2024	tape and copier paper	101.44.6100.459.60010	248.70
INNOVATIVE OFFICE SOLUTIO...	IN4460115	02/15/2024	Office Supplies	101.42.4000.421.60010	31.64
INNOVATIVE OFFICE SOLUTIO...	IN4460359	02/15/2024	Election Supplies	101.41.1200.414.60010	35.85
Fund 101 - GENERAL FUND Total:					740,668.60

Fund: 201 - C.V.B. FUND

RIVER HEIGHTS CHAMBER OF ...	103487	02/15/2024	CVB reimbursements	201.44.1600.465.30700	6,683.00
RIVER HEIGHTS CHAMBER OF ...	103488	02/15/2024	Monthly Office Rent 01.2024 ...	201.44.1600.465.30700	1,200.00
Fund 201 - C.V.B. FUND Total:					7,883.00

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

ROBYN J. MILLS	10655	12/31/2023	Instructor payment for Line D...	205.44.6200.453.30700	340.00
TAHO SPORTSWEAR	23TS6303	12/31/2023	Guest Services staff logo tee s...	205.44.6210.470.60045	518.00
TAHO SPORTSWEAR	23TS6453	02/15/2024	Annual P&R T-shirt - employee..	205.44.6200.453.60045	160.80
INNOVATIVE OFFICE SOLUTIO...	IN4434985B	02/08/2024	Office supplies	205.44.6200.453.60010	106.82
TWIN SOURCE SUPPLY	00506368	02/08/2024	cleaning supplies	205.44.6220.475.60011	546.67
TWIN SOURCE SUPPLY	00506368	02/08/2024	cleaning supplies	205.44.6240.478.60011	546.67
DANIEL BAUER	1238	02/08/2024	repairs to make up air unit	205.44.6240.478.40040	460.00
DANIEL BAUER	1242	02/08/2024	added glycol to system	205.44.6220.475.40040	1,575.00
DANIEL BAUER	1242	02/08/2024	added glycol to system	205.44.6240.478.40040	1,575.00
DANIEL BAUER	1244	02/08/2024	boiler repairs to leaking pumps	205.44.6220.475.40040	1,166.25
DANIEL BAUER	1245	02/08/2024	Repair failed rooftop units	205.44.6240.478.40040	140.00
DANIEL BAUER	1251	02/08/2024	repairs to dehumidifiers & ins...	205.44.6240.478.40040	1,160.00
DANIEL BAUER	1252	02/08/2024	checking on rooftop units	205.44.6240.478.40040	140.00
DANIEL BAUER	1253	02/08/2024	checking on rooftop units	205.44.6240.478.40040	140.00
DANIEL BAUER	1254	02/08/2024	weekly ck on rooftop units	205.44.6240.478.40040	140.00
CULLIGAN	157011438908X013124	02/08/2024	softener salt	205.44.6220.475.60011	343.60
CULLIGAN	157011438908X013124	02/08/2024	softener salt	205.44.6240.478.60011	85.90
TAHO SPORTSWEAR	24TS0062	02/08/2024	PA uniforms	205.44.6200.453.60045	187.60
TAHO SPORTSWEAR	24TS0063	02/08/2024	Lifeguard shirts	205.44.6200.453.60045	227.80
TOTAL CONSTRUCTION & EQU...	38469	02/08/2024	wire replacement motor for b...	205.44.6220.475.40040	507.47
KULLY SUPPLY, INC.	634089	02/08/2024	drinking fountain with bottle fi...	205.44.6220.475.40040	2,406.75
DEY DISTRIBUTING	6815570	02/08/2024	HVAC motor	205.44.6220.475.40040	99.63
HORIZON COMMERCIAL POOL...	INV62399	02/08/2024	pool chemical	205.44.6220.475.60024	73.64
TOTAL MECHANICAL SERVICES...	PM5149	02/08/2024	Preventative Maintenance	205.44.6220.475.40040	945.31
TOTAL MECHANICAL SERVICES...	PM5149	02/08/2024	Preventative Maintenance	205.44.6240.478.40040	945.32
TWIN SOURCE SUPPLY	00506480	02/15/2024	janitorial supplies	205.44.6220.475.60011	1,131.74
TWIN SOURCE SUPPLY	00506480	02/15/2024	janitorial supplies	205.44.6240.478.60011	1,131.75
R & R SPECIALTIES OF WI, INC.	0081239-IN	02/15/2024	Zamoni blade sharpening	205.44.6240.478.40042	90.00
APEC	125532	02/15/2024	HVAC filters	205.44.6220.475.60065	318.26
APEC	125532	02/15/2024	HVAC filters	205.44.6240.478.60065	318.27
FIRST IMPRESSION GROUP	153470	02/15/2024	Membership guest passes	205.44.6210.471.50030	180.00
MEDICINE LAKE TOURS	2/12/2024	02/15/2024	TIS trip payment	205.44.6200.453.50090	1,666.00

Expense Approval Report

Payment Dates: 2/7/2024 - 2/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NRPA/AMERICA'S BACKYARD	200819212-BB	02/15/2024	NRPA Agency Membership	205.44.6210.470.50070	81.50
NRPA/AMERICA'S BACKYARD	200819212-BB	02/15/2024	NRPA Annual Agency Member...	205.44.6210.472.50070	61.12
NRPA/AMERICA'S BACKYARD	200819212-BB	02/15/2024	NRPA Annual Agency Member...	205.44.6220.475.50070	61.13
NRPA/AMERICA'S BACKYARD	200819212-BB	02/15/2024	NRPA Annual Agency Member...	205.44.6230.477.50070	61.13
NRPA/AMERICA'S BACKYARD	200819212-BB	02/15/2024	NRPA Annual Agency Member...	205.44.6250.480.50070	30.56
SUPREME AUDIO INC	228455	02/15/2024	Blue-Tooth replacement	205.44.6200.453.40042	184.99
PUSH PEDAL PULL	377028	02/15/2024	Service on equipment	205.44.6200.453.40042	85.00
TOTAL CONSTRUCTION & EQU...	38575	02/15/2024	replace exterior receptacle & ...	205.44.6240.478.40040	178.82
BROADCAST MUSIC INC	51863698	02/15/2024	2024 Music License	205.44.6210.470.50070	435.00
HAWKINS, INC.	6669048	02/15/2024	pool chemicals	205.44.6220.475.60024	5,436.89
INNOVATIVE OFFICE Solutio...	IN4441774	02/15/2024	Office Supplies	205.44.6210.470.60065	23.40
INNOVATIVE OFFICE Solutio...	IN4441774	02/15/2024	Office Supplies	205.44.6230.477.60065	17.02
INNOVATIVE OFFICE Solutio...	IN4458087	02/15/2024	tape and copier paper	205.44.6210.470.60010	248.70
INNOVATIVE OFFICE Solutio...	IN4458087	02/15/2024	clipboard	205.44.6220.475.60065	9.23
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					26,288.74
Fund: 206 - COMMUNITY CENTER-CAPITAL FUND					
OWENS COMPANIES	2188	12/31/2023	Final invoice for condensers 5...	206.44.6200.459.80200	8,000.00
Fund 206 - COMMUNITY CENTER-CAPITAL FUND Total:					8,000.00
Fund: 290 - EDA-OPERATING FUND					
KRUEGER REAL ESTATE ADVIS...	1/31/2024	02/08/2024	Monthly charges 1.2023	290.45.3000.419.30700	7,800.00
Fund 290 - EDA-OPERATING FUND Total:					7,800.00
Fund: 392 - G.O. CAP IMPR BONDS 2018A-FIRE STATION					
DEPARTMENT OF THE TREAS...	2/5/2024	02/08/2024	Form 8038-T Arbitrage 18/19A...	392.57.9000.570.90300	43,011.47
EHLERS AND ASSOCIATES, INC.	96648	02/15/2024	Arbitrage Report 2018A Bonds	392.57.9000.570.30700	2,500.00
Fund 392 - G.O. CAP IMPR BONDS 2018A-FIRE STATION Total:					45,511.47
Fund: 401 - PARK CAPITAL REPLACEMENT					
LOCAL GOVERNMENT INFOR...	54448B	12/18/2023	South Valley project electroni...	401.44.5900.744.70600	3,001.00
LOCAL GOVERNMENT INFOR...	54691	12/31/2023	South Valley project electroni...	401.44.5900.744.70600	4,426.26
XCEL ENERGY	14137116	02/08/2024	South Valley acct #XX-001480...	401.44.5900.744.30700	2,699.71
Fund 401 - PARK CAPITAL REPLACEMENT Total:					10,126.97
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
JL THEIS, INC.	1/8/2024	12/31/2023	Pay Voucher #1, Project 2022...	402.44.6000.451.80300	163,552.00
JL THEIS, INC.	1/8/2024	12/31/2023	Pay Voucher #1, Project 2022...	402.44.6000.451.80300	144,452.33
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					308,004.33
Fund: 436 - 117TH STREET RECONSTRUCTION					
KENNEDY & GRAVEN	1/24/2024	12/31/2023	Republic Service Legal Matters	436.73.5900.736.30420	122.50
Fund 436 - 117TH STREET RECONSTRUCTION Total:					122.50
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
BOLTON & MENK, INC.	0328781	12/31/2023	Construction Staking	440.74.5900.740.30300	938.50
BOLTON & MENK, INC.	0328784	12/31/2023	Construction Services	440.74.5900.740.30300	4,911.00
KENNEDY & GRAVEN	1/24/2024	12/31/2023	Speltz Assessment Appeal	440.74.5900.740.30420	810.00
WSB & ASSOCIATES, INC.	R-024055-000-2	02/08/2024	2025 PMI Feasibility	440.74.5900.740.30300	24,974.50
ST. PAUL PIONEER PRESS	0124572521	02/15/2024	Ad for Bid - PMI 2024-09I	440.74.5900.740.50025	25.79
ST. PAUL PIONEER PRESS	0124572521	02/15/2024	Ad for Bid - PMI 2024-09D	440.74.5900.740.50025	25.80
ST. PAUL PIONEER PRESS	0124572521	02/15/2024	Ad for Bid - PMI 2024-09F	440.74.5900.740.50025	25.79
ST. PAUL PIONEER PRESS	0124572521	02/15/2024	Ad for Bid - PMI 2024-09G	440.74.5900.740.50025	25.79
ST. PAUL PIONEER PRESS	0124572521	02/15/2024	Ad for Bid - PMI 2024-09H	440.74.5900.740.50025	25.79
XCEL ENERGY	861969520	02/15/2024	Electrical Service for PRV	440.74.5900.740.30700	1,622.20
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					33,385.16
Fund: 510 - WATER-OPERATING FUND					
FIRST IMPRESSION GROUP	152371	12/31/2023	LSLI Postcard & Mailing	510.50.7100.512.30700	1,588.76
BAUER SERVICES OF WELCH L...	01032024-6015	02/08/2024	Water Service Leak	510.50.7100.512.40046	3,700.00
BAUER SERVICES OF WELCH L...	01102024-6012	02/08/2024	Water main break	510.50.7100.512.40046	4,475.00
BAUER SERVICES OF WELCH L...	01182024-6026	02/08/2024	Water main break	510.50.7100.512.40046	4,200.00
BAUER SERVICES OF WELCH L...	01192024-6025	02/08/2024	Service Leak Repairs	510.50.7100.512.40046	3,800.00
VESSCO INC	093147	02/08/2024	Supplies for water treatment p...	510.50.7100.512.60016	668.23
SHERWIN-WILLIAMS CO.	1033-9	02/08/2024	Painting well house	510.50.7100.512.40040	527.15
WATER CONSERVATION SERV...	13802	02/08/2024	Water Main break detection	510.50.7100.512.40046	333.93

Expense Approval Report

Payment Dates: 2/7/2024 - 2/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DALEY ELECTRIC, LLC	240034	02/08/2024	Water Plant Parking Lot Lights	510.50.7100.512.40040	1,191.00
CINTAS CORPORATION	4181120541	02/08/2024	Water treatment plant rugs	510.50.7100.512.40040	171.92
HAWKINS, INC.	6679432	02/08/2024	Chemicals for water treatment..	510.50.7100.512.60019	1,961.00
HAWKINS, INC.	6680155	02/08/2024	Chemicals for water treatment..	510.50.7100.512.60019	3,532.80
LONE OAK COMPANIES	93985	02/08/2024	UT Statement Processing (50%..	510.50.7100.512.30700	304.65
GRAINGER	9969948950	02/08/2024	Parts for water treatment plant	510.50.7100.512.60016	96.52
GRAINGER	9969948968	02/08/2024	Credit - Parts for water treat...	510.50.7100.512.60016	-122.58
USABLUBOOK	INV00255599	02/08/2024	Water Sample Supplies	510.50.7100.512.60016	1,507.55
ELROY'S ELECTRIC SERVICE	008190	02/15/2024	Furnace motor at water treat...	510.50.7100.512.60016	194.00
MN RURAL WATER ASSOCIAT...	2/8/2024	02/15/2024	MRWA Membership	510.50.7100.512.50070	400.00
CITY OF BLOOMINGTON	23240	02/15/2024	Monthly bacteria test	510.50.7100.512.30700	480.00
GOODIN COMPANY	2607263-00	02/15/2024	Parts for water treatment plant	510.50.7100.512.60016	169.50
GRAINGER	9002296078	02/15/2024	Parts for water treatment plant	510.50.7100.512.60016	284.15
GRAINGER	9005780102	02/15/2024	Parts for water treatment plant	510.50.7100.512.60016	-284.15
GRAYBAR	9335816274	02/15/2024	Parts for water treatment plant	510.50.7100.512.60016	186.76
LONE OAK COMPANIES	94006	02/15/2024	01.2024 UT Statement Process..	510.50.7100.512.30700	582.29
LONE OAK COMPANIES	94006	02/15/2024	01.2024 Postage Credit (50%)	510.50.7100.512.50035	-262.42
FASTENAL COMPANY	MNTC6243310	02/15/2024	Marking Paint	510.50.7100.512.40043	518.19
CORE & MAIN LP	U325141	02/15/2024	Meter parts	510.50.7100.512.40043	1,391.99
Fund 510 - WATER-OPERATING FUND Total:					31,596.24

Fund: 511 - WATER-CAPITAL FUND

W. W. GOETSCH ASSOCIATES, ...	112052	02/15/2024	Northside booster station new...	511.50.7100.512.40043	27,698.00
Fund 511 - WATER-CAPITAL FUND Total:					27,698.00

Fund: 520 - SEWER-OPERATING FUND

METROPOLITAN COUNCIL	0001167873	02/08/2024	Sewer Charges	520.51.7200.514.40015	194,938.29
LONE OAK COMPANIES	93985	02/08/2024	UT Statement Processing (50%..	520.51.7200.514.30700	304.65
ARROW MOWER, INC.	84392	02/15/2024	Chainsaw Parts	520.51.7200.514.60040	90.85
LONE OAK COMPANIES	94006	02/15/2024	01.2024 UT Statement Process..	520.51.7200.514.30700	582.30
LONE OAK COMPANIES	94006	02/15/2024	01.2024 Postage Credit (50%)	520.51.7200.514.50035	-262.43
CORE & MAIN LP	U325152	02/15/2024	sewer parts	520.51.7200.514.60016	46.43
Fund 520 - SEWER-OPERATING FUND Total:					195,700.09

Fund: 521 - SEWER-CAPITAL FUND

METROPOLITAN COUNCIL	2/2/2024	02/15/2024	Monthly SAC fees 1.2024	521.217.2170000	628,705.00
Fund 521 - SEWER-CAPITAL FUND Total:					628,705.00

Fund: 530 - STORM WATER-OPERATING

LOWER MISSISSIPPI RIVER W...	2024-01	02/15/2024	2024 Dues for LMRWMO	530.74.5900.741.50070	57,273.30
Fund 530 - STORM WATER-OPERATING Total:					57,273.30

Fund: 550 - INVER WOOD GOLF COURSE

UNIFIRST CORPORATION	1410038355	02/08/2024	uniforms and towels	550.52.8600.527.60045	155.57
NAPA OF INVER GROVE HEIG...	404614	02/08/2024	repair parts fuel filters	550.52.8600.527.40042	763.45
SUPERIOR TURF SERVICES INC	4883	02/08/2024	fertilizer	550.52.8600.527.60030	5,087.20
TITLEIST	917173882	02/08/2024	accessories for resale	550.52.8200.523.76400	216.09
TITLEIST	917193067	02/08/2024	golf bag for resale	550.52.8200.523.76350	173.95
EPOCH EYEWEAR	INV-015053	02/08/2024	sunglasses for resale	550.52.8200.523.76400	503.05
UNIFIRST CORPORATION	1410039895	02/15/2024	uniforms and towels	550.52.8600.527.60045	82.20
SOUTH BAY DESIGN	2/1/2024	02/15/2024	Monthly site updates 2.2024	550.52.8500.526.50025	480.00
MN DEPT OF HEALTH	2/12/2024	02/15/2024	2024 Operator's license	550.52.8300.524.50070	685.00
COPY RIGHT	94069	02/15/2024	pace cards, brochures and lett...	550.52.8000.521.50030	3,305.47
COPY RIGHT	94104	02/15/2024	Player's cards & season passes	550.52.8000.521.50030	470.61
TOUR EDGE GOLF MFG., INC.	IN-01682056	02/15/2024	cart bag tags	550.52.8000.521.40055	309.60
P&W GOLF SUPPLY LLC	INV124185	02/15/2024	new ball dispensing machine	550.52.8100.522.80800	8,506.06
TWIN CITY GARAGE DOOR	Z265221	02/15/2024	garage door repair	550.52.8600.527.40040	370.00
Fund 550 - INVER WOOD GOLF COURSE Total:					21,108.25

Fund: 602 - RISK MANAGEMENT

LEAGUE OF MN CITIES INS TR...	21995B	12/31/2023	Work Comp deductible	602.00.2100.415.70210	436.57
LEAGUE OF MN CITIES INS TR...	2/5/2024	02/15/2024	3/1-5/31/24 Equip Breakdown...	602.00.2100.415.50010	5,504.75
LEAGUE OF MN CITIES INS TR...	2/5/2024	02/15/2024	3/1-5/31/24 Liability Premium	602.00.2100.415.50010	45,434.25
LEAGUE OF MN CITIES INS TR...	2/5/2024	02/15/2024	3/1-5/31/24 Property Premium	602.00.2100.415.50011	39,285.00

Expense Approval Report

Payment Dates: 2/7/2024 - 2/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEAGUE OF MN CITIES INS TR...	2/5/2024	02/15/2024	3/1-5/31/24 Auto Premium	602.00.2100.415.50012	12,293.25
LEAGUE OF MN CITIES INS TR...	2/5/2024	02/15/2024	3/1-5/31/24 Employee Bond P...	602.00.2100.415.50015	431.50
LEAGUE OF MN CITIES INS TR...	2/5/2024	02/15/2024	3/1-5/31/24 Mobile Property ...	602.00.2100.415.50016	2,604.00
LEAGUE OF MN CITIES INS TR...	2/5/2024	02/15/2024	3/1-5/31/24 1st Party Cyber P...	602.00.2100.415.50018	1,474.25
LEAGUE OF MN CITIES INS TR...	2/5/2024WC	02/15/2024	Worker's Comp Premium 3/1 -...	602.00.2100.415.50009	215,012.00
KELTING, BRANDON	2/8/2024	02/15/2024	Settlement Agreement	602.00.2100.415.70210	100.00
Fund 602 - RISK MANAGEMENT Total:					322,575.57

Fund: 603 - CENTRAL EQUIPMENT

BOYER TRUCKS	2/17/2023	12/31/2023	Purchase of Dump Truck #312	603.00.5300.444.80700	76,315.00
INNOVATIVE OFFICE SOLUTIO...	IN4428463B	02/08/2024	Key Tags for Shop	603.00.5300.444.60012	3.55
CRYSTEEL TRUCK EQUIPMENT	F51561	02/15/2024	Equipment Replacements. #3...	603.00.5300.444.80700	13,813.02
OXYGEN SERVICE COMPANY, ...	0003576195	02/08/2024	Shop supplies	603.00.5300.444.60012	8.64
R & R SPECIALTIES OF WI, INC.	0081143-IN	02/08/2024	Zamboni hydraulic filter repair...	603.00.5300.444.40042	384.95
NORTH AMERICAN TRAILER S...	030004217838	02/08/2024	Fire truck red lamp	603.00.5300.444.40041	25.44
NORTH AMERICAN TRAILER S...	030004218238	02/08/2024	Fire truck haldex dryer and ch...	603.00.5300.444.40041	261.07
NORTH AMERICAN TRAILER S...	030004218670	02/08/2024	Water truck 8 round offset	603.00.5300.444.40041	24.99
KIMBALL MIDWEST	101875876	02/08/2024	Shop supplies	603.00.5300.444.60012	476.48
FACTORY MOTOR PARTS COM...	1-9342718	02/08/2024	Shop supplies	603.00.5300.444.60012	99.80
FACTORY MOTOR PARTS COM...	1-234464	02/08/2024	Medium Battery Core for F550	603.00.5300.444.40041	161.96
FACTORY MOTOR PARTS COM...	1-234539	02/08/2024	Medium battery core for F150	603.00.5300.444.40041	241.31
GYRO-TRAC CORPORATION	37130	02/08/2024	Brush cutter high flow style te...	603.00.5300.444.40042	753.06
INVER GROVE FORD	5339806	02/08/2024	Fire squad brake, rotor and h...	603.00.5300.444.40041	299.32
INVER GROVE FORD	5339835	02/08/2024	Spark plug and air filter for fire..	603.00.5300.444.40041	98.12
INVER GROVE FORD	5339850	02/08/2024	Fire squad water heater hose	603.00.5300.444.40041	70.38
INVER GROVE FORD	5339934	02/08/2024	Unmarked squad car sensor a...	603.00.5300.444.40041	40.94
INVER GROVE FORD	5339980	02/08/2024	Police F150 repairs	603.00.5300.444.40041	661.05
INVER GROVE FORD	5340006	02/08/2024	Bucket truck engine cooler as...	603.00.5300.444.40041	632.50
INVER GROVE FORD	5340265	02/08/2024	Bucket truck tensioner and kit	603.00.5300.444.40041	207.46
INVER GROVE FORD	5340279	02/08/2024	Brake lining for Squad car	603.00.5300.444.40041	206.43
INVER GROVE FORD	5340305	02/08/2024	2131 Squad car	603.00.5300.444.40041	423.29
INVER GROVE FORD	5340306	02/08/2024	Parts for bucket truck	603.00.5300.444.40041	109.48
INVER GROVE FORD	6407274	02/08/2024	Squad car cooling system & ax...	603.00.5300.444.40041	962.09
INVER GROVE FORD	6408640	02/08/2024	Police F150 electrical repairs	603.00.5300.444.40041	1,016.95
HANCO CORPORATION	82467-00	02/08/2024	Small tools	603.00.5300.444.60040	132.49
INNOVATIVE OFFICE SOLUTIO...	IN4454687	02/08/2024	Office Supplies	603.00.5300.444.60010	80.85
SAFE-FAST, INC.	INV286154	02/08/2024	Reflective Clothing. Otto	603.00.5300.444.60045	54.00
NUSS TRUCK AND EQUIPMENT	PSO076343-1	02/08/2024	Dump truck parts	603.00.5300.444.40041	707.36
NORTH AMERICAN TRAILER S...	030004219123	02/15/2024	Dump truck brake valve & par...	603.00.5300.444.40041	327.25
NORTH AMERICAN TRAILER S...	030004219290	02/15/2024	Wiring for F450	603.00.5300.444.40041	39.80
NORTH AMERICAN TRAILER S...	030004219362	02/15/2024	Fire Boat Dust Cap Kit	603.00.5300.444.40042	16.88
NORTH AMERICAN TRAILER S...	030004219395	02/15/2024	Fire truck parts	603.00.5300.444.40041	26.96
NORTH AMERICAN TRAILER S...	030004219436	02/15/2024	Dump truck hose & tubing	603.00.5300.444.40041	34.90
FACTORY MOTOR PARTS COM...	1-9319079	02/15/2024	Stock filters	603.140.1450050	134.16
FACTORY MOTOR PARTS COM...	1-9378966	02/15/2024	Squad car parts	603.00.5300.444.40041	250.31
FACTORY MOTOR PARTS COM...	1-9392754	02/15/2024	Stock Oil filters	603.140.1450050	45.12
FACTORY MOTOR PARTS COM...	1-9411734	02/15/2024	Stock Filters	603.140.1450050	198.57
FACTORY MOTOR PARTS COM...	1-9411781	02/15/2024	Small tools	603.00.5300.444.60040	84.99
FACTORY MOTOR PARTS COM...	1-234795	02/15/2024	Battery credit	603.00.5300.444.40041	-9.00
FACTORY MOTOR PARTS COM...	1-234796	02/15/2024	Stock Battery	603.140.1450050	482.62
GOODIN COMPANY	2607257-00	02/15/2024	Parts for new air line	603.00.5300.444.40040	701.53
GOODIN COMPANY	2607440-00	02/15/2024	Parts for air line	603.00.5300.444.40040	20.03
WORLD FUEL SERVICES	429138381735-41801	02/15/2024	Stock oil	603.140.1450050	1,120.33
ENERGY SALES	47754	02/15/2024	replacement part for PW heat...	603.00.5300.444.40040	120.20
INVER GROVE FORD	5340397	02/15/2024	Boom truck radiator assembly	603.00.5300.444.40041	587.91
INVER GROVE FORD	5340530	02/15/2024	Unmarked squad car H.E.G.O ...	603.00.5300.444.40041	63.37
INVER GROVE FORD	5340531	02/15/2024	Parts for unmarked squad car	603.00.5300.444.40041	50.06
NORTHERN SAFETY TECHNOL...	57161	02/15/2024	Squad car #30 buildout	603.00.5300.444.80701	9,165.48
EMERGENCY AUTOMOTIVE TE...	BA011824-33	02/15/2024	Fire truck clear end cap	603.00.5300.444.40041	176.32
ALTERNATORS STARTERS & P...	M000024452	02/15/2024	Motor starter for mower	603.00.5300.444.40042	87.42
TRI-STATE BOBCAT INC.	P12207	02/15/2024	Toolcat parts	603.00.5300.444.40042	132.35

Expense Approval Report

Payment Dates: 2/7/2024 - 2/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NUSS TRUCK AND EQUIPMENT	PSO078968-1	02/15/2024	Dump truck valve	603.00.5300.444.40041	60.66
NUSS TRUCK AND EQUIPMENT	PSO079196-1	02/15/2024	Switch panel for dump truck	603.00.5300.444.40041	303.97
MACQUEEN EMERGENCY GR...	W05879	02/15/2024	Fire truck drain handle & tank...	603.00.5300.444.40041	1,489.30
Fund 603 - CENTRAL EQUIPMENT Total:					113,983.47
Fund: 605 - CITY FACILITIES					
MEI TOTAL ELEVATOR SOLUTI...	1058701	02/08/2024	repaired bad phone line in We...	605.00.7500.460.40040	369.00
CULLIGAN	157985030228X013124	02/08/2024	softener salt	605.00.7500.460.60016	79.90
GILBERT MECHANICAL CONTR...	241574	02/08/2024	install slab temp sensor at City...	605.00.7500.460.40040	606.09
CRAWFORD DOOR SALES CO...	52445	02/08/2024	PD garage door repairs	605.00.7500.460.40040	330.00
APEC	125534	02/15/2024	PD HVAC filters	605.00.7500.460.60016	211.64
APEC	125535	02/15/2024	HVAC filters for FS#1	605.00.7500.460.60016	148.57
LVC COMPANIES, INC.	132552	02/15/2024	PD annual cellular Fire Alarm ...	605.00.7500.460.40040	640.00
LVC COMPANIES, INC.	134663	02/15/2024	PW replacement of dirty duct ...	605.00.7500.460.40040	981.11
HUEBSCH SERVICES	20293284	02/15/2024	lobby mats	605.00.7500.460.40065	176.60
CINTAS CORPORATION	5196673704	02/15/2024	first aid supplies	605.00.7500.460.60065	174.79
GRAINGER	9002728294	02/15/2024	HVAC belts for FS #1	605.00.7500.460.60016	50.02
GRAINGER	9010763341	02/15/2024	US & state flags & light bulbs	605.00.7500.460.60016	600.95
Fund 605 - CITY FACILITIES Total:					4,368.67
Fund: 606 - TECHNOLOGY FUND					
PRO-TEC DESIGN INC.	112361	12/31/2023	Software Support Plan	606.00.1400.413.30700	3,930.12
PRO-TEC DESIGN INC.	112914	12/31/2023	Help Desk Services 12.28.2023...	606.00.1400.413.30700	408.00
LOCAL GOVERNMENT INFOR...	54448	12/31/2023	Line Locating & EPS 100 Proj (...)	606.00.1400.413.30700	63.90
LOCAL GOVERNMENT INFOR...	54691	12/31/2023	Line locating 12.22.2023	606.00.1400.413.30700	51.30
LOCAL GOVERNMENT INFOR...	54691	12/31/2023	Network services through 12....	606.00.1400.413.50072	607.50
ESRI INC	94595773	12/31/2023	GIS Community Analyst Annua...	606.00.1400.413.50072	145.89
CONSOLIDATED COMMUNICA...	1/15/2024	02/08/2024	Phones 1.15.2024	606.00.1400.413.50020	989.10
ZAYO GROUP, LLC	20216826	02/08/2024	City Hall Phones 1.15.2024	606.00.1400.413.50020	1,152.70
ZAYO GROUP, LLC	20232224	02/08/2024	Multi-site Phones 1.23.2024	606.00.1400.413.50020	1,527.37
CIVICPLUS	289921	02/08/2024	Hosting & certificate fees + 48...	606.00.1400.413.50072	4,618.51
US INTERNET	4282410	02/08/2024	Email filtering system monthly...	606.00.1400.413.50072	230.00
INNOVATIVE OFFICE Solutio...	IN4447142	02/08/2024	Toner Cartridges	606.00.1400.413.60005	148.46
EXCEL AV GROUP	7431-D	02/15/2024	PD Amp Replacement	606.00.1400.413.80610	1,184.50
Fund 606 - TECHNOLOGY FUND Total:					15,057.35
Fund: 702 - ESCROW FUND					
KENNEDY & GRAVEN	1/24/2024	12/31/2023	Water Service Leak Discussions	702.229.2298103	392.00
KENNEDY & GRAVEN	1/24/2024	12/31/2023	Development Contract Revisi...	702.229.2309503	1,592.50
KENNEDY & GRAVEN	1/24/2024	12/31/2023	Retaining Wall Correspondence	702.229.2309603	24.50
ST. PAUL PIONEER PRESS	1223572521	12/31/2023	NoPH: Tono Pizzeria 23-50ZCA	702.229.2282704	26.46
ST. PAUL PIONEER PRESS	1223572521	12/31/2023	Adjustment - Ad ran on wrong...	702.229.2282704	-26.46
BRAUN INTERTEC CORPORATI...	B374265	02/08/2024	Project Management and Rep...	702.229.2309603	1,339.00
BARRY & LORI JAEGER	1/29/2024	02/15/2024	Escrow Release	702.229.2305103	10,000.00
BARRY & LORI JAEGER	1/29/2024B	02/15/2024	Escrow LOC Release	702.229.2303403	533.00
AMERICINN HOTELS & SUITES	1/4/2024	02/15/2024	Escrow Release: Park & Ride I...	702.229.2295303	1,225.01
STANTEC CONSULTING SERVI...	2191226	02/15/2024	Stormwater Facility Construct...	702.229.2298003	1,535.00
Fund 702 - ESCROW FUND Total:					16,641.01
Grand Total:					2,622,497.72



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: February 26, 2024

ITEM TYPE: Consent Agenda

CONTACT:

ACTION REQUESTED

The Council is asked to confirm and approve the personnel actions as attached.

BACKGROUND

The attached listing of hires, promotions, resignations and/or retirements is presented for Council approval. Data contained in the attachment is not public information until after Council takes action and therefore the attachment is not visible to the public prior to approval.

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the attached personnel actions.

ATTACHMENTS

1. Personnel Actions 2.26.24



Request for Council Action

SUBJECT: **Resolution Accepting Donations and Sponsorships to the Parks and Recreation Department**

MEETING DATE: February 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Julie Dorshak, Recreation Superintendent, 651.450.2588

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing and accepting donations and sponsorships to the Parks and Recreation Department totaling \$13,487 for various parks and recreation programs/events from September 1 to December 31, 2023.

BACKGROUND

The City is generally authorized to accept donations of real and personal property pursuant to MN Statutes Section 465.03 for the benefit of its citizens. The Parks and Recreation Department receives various donations, sponsorships, and grants from businesses and other organizations to support and enhance recreation programs and events.

The table below provides a summary of donations and a list of specific contributors is attached.

Business/Organization	Amount/Value	Purpose
Various Businesses	\$2,457	In Kind Donations
Various Businesses & Individuals	\$1,580	Miscellaneous Youth and Family Programs
Various Businesses	\$9,450	Holidays in the Heights
TOTAL	\$13,487	

FISCAL IMPACT

The Parks and Recreation Department has two sponsorship drives each year, one in February/March to seek sponsors for spring and summer programs and the second in October for the Holidays in the Heights events. These sponsorships are crucial to creating opportunities for community engagement with our local businesses and organizations, as well as financially beneficial to our programs and events. Having sponsors allows staff to provide quality and affordable programs and services to the Inver Grove Heights residents.

RECOMMENDATION

Staff recommends adoption of the attached Resolution to authorize and accept the September 1 to December 31, 2023 donations and sponsorships to the Parks and Recreation Department. The Parks and Recreation Advisory Commission recommended approving the Resolution at the February 14, 2024 meeting.

ATTACHMENTS

1. Sept-Dec Resolution Accepting Donation
2. Final 2023 Sept-Dec donations (002)

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND ACCEPTING DONATIONS

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

WHEREAS, various businesses donate money and goods to the City, which are to be used for supporting Parks and Recreation programs; and

WHEREAS, such donations has been contributed to the City for the benefit of its citizens, as allowed by law; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE INVER GROVE HEIGHTS CITY COUNCIL hereby accept the donation of funds and in-kind product in the amount of \$13,487 to be used for a variety of programs as shown in attached document.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 26th day of February 2024.

John Murphy, Acting Mayor

ATTEST:

Rebecca Kiernan, City Clerk

September-December 2023 Donations

Company	Total Value	Funds Received	
Programs			
R30450- Inver Grove Heights Days		400.00	Notes on In-Kind or other
Bike the Bridges	100.00		Joe Atkins
Bike the Bridges	300.00		Matt Klein
	400.00		
R30500 - Holiday in the Heights (HIH)		9,450.00	
HIH- General	100.00		Mathias Die Company
HIH- General	100.00		Summit Funeral & Cremation
HIH- General	100.00		Gallagher Hansen VFW Post 295
HIH- General	100.00		The Corner Store
HIH- General	100.00		Key Community Bank
HIH- General	100.00		Mauer Chevrolet
HIH- General	100.00		A&W Restaurant
HIH- General	250.00		I-State Truck Center
HIH- General	250.00		JR's Advanced Recyclers
HIH- General	250.00		Raising Canes
HIH- Lights Contest	500.00		Visit IGH
HIH- General	500.00		Volkswagen of IGH
HIH- General	250.00		Lakeside Orthodontics by Dr. Jennifer
HIH- General	750.00		Sanimax
HIH- General	1,000.00		Total Construction
HIH- General	1,000.00		Integrity Woven Wire
HIH -Tree Lighting	4,000.00		Republic Services
	9,450.00		
R31000- Family Special Events		1,180.00	
5th Quarter	1,180.00		SPARC -Simley High School
Miscellaneous- In Kind			
HIH, Dance Party, Membership Appreciation- Six Cases of V8 Energy Drink	450.00		Campbell Soup Company
Ghostly Gathering- Toothbrushes	150.00		River Heights Dental
Let's Pawty- Trophy	107.00		Anonymous Donor
HIH- Coupons	250.00		Raising Canes
HIH -Coupons	500.00		Dairy Queen
HIH, Skate with Santa- Santa	250.00		Great River Skating Club
HIH Breakfast with Santa- Coffee	250.00		Starbucks
	1,957.00		
Miscellaneous			
1 Memorial Bench	500.00		Various City Employees
Total Donations - September-December 2023	\$13,487.00	11,030.00	

Request for Council Action

SUBJECT: Resolution Approving 2023 Budget Carryovers

MEETING DATE: February 26, 2024
ITEM TYPE: Consent Agenda
CONTACT: Amy Hove, Finance Director, 651.450.2521
Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving 2023 budget carryovers.

BACKGROUND

At year-end, there tend to be projects, contracts, supplies, equipment, and/or other items that were part of a department's budget but were either delayed or remain incomplete at year-end. In 2023, the City continued to experience some supply chain issues which have led to the delay of supplies and equipment, particularly related to the delivery of approved 2023 vehicles and larger equipment replacements (Central Equipment). The City also experienced a vacancy in the City Facilities Maintenance Supervisor position which led to delays in capital projects for the Community Center, City Facilities and Central Equipment. There are also some 2023 contracts that remain incomplete at year-end, so those areas will need funds rolled over to 2024 to cover the balance of those contracts.

In late January 2024, the City Administrator and Finance Director asked Departments to submit for review any items that were incomplete/undelivered at year-end as well as a list of any needs that have come up in recent months but were not included in their 2024 budgets.

Submissions were due the first part of February and both the City Administrator and Finance Director have reviewed all requests for accuracy and appropriateness, as well as determined there remained budgeted funds available for rollover.

Currently, staff request permission to proceed with \$1,097,170 in total carryover recommendations spanning the following six funds: General Fund, Public Safety Small Equipment Fund, Community Center (VMCC) Capital Fund, Host Community Fund, City Facilities Fund, and the Central Equipment Fund.

General Fund

The 2023 General Fund Amended budget anticipated spending down \$113,756 of fund balance, but this will not be necessary. Instead, preliminary estimates project a potential budget surplus of around \$1 million at year-end, which can be primarily attributed to expenditures under amended budget levels. Much of the expenditure savings is from wage and benefit savings (around \$800,000) due to hiring delays and/or position vacancies, particularly in Police, Fire, and Engineering. Other savings can be attributed to unspent budgets related to incomplete contracts and/or projects - most of which are included in tonight's carryover requests.

The City's policy is to maintain a fund balance of 40-45% within the General Fund. Preliminary estimates reflect the General Fund's year-end fund balance at 44.20% of the 2024 budget, if no carry-overs are approved. If the \$343,081 in recommended General Fund requests are approved, this still provides for fund balance growth in the General Fund of around \$700,000, with a corresponding fund balance of 43.20%. (The dollar amount of the fund balance is growing, however the percentage would decline slightly due to growth in the City's overall budget.)

The following is a list of requested carryovers within the General Fund:

Department	Request Description	Amount
City Clerk	New: Additional funds needed for Business License Module	6,250
Elections	Planned carryover from odd-year to support even-year budget	45,000
Finance	Ongoing implementation of Tyler Business Process Review recommendations and finance software improvements	55,000
Community Dev-Planning	Incomplete Contract-Multi-Family Ordinance Review	5,749
Fire	Hose ordered in 2023	13,821
Fire	APX batteries for portable radios ordered in 2023	1,842
Fire	Tecgen 51 PPE ordered in 2023	4,500
Fire	Light package for Squad 5	6,458
Fire	New: Station #3 Relocation Study	35,000
Park Maintenance	Rich Valley trail entrance paving	19,325
Park Maintenance	Rich Valley camera project	15,000
Park Maintenance	SEH design services for Swing Bridge Lighting Project	9,500
Park Maintenance	Land appraisal for park land purchase	4,000
Park Maintenance	Unspent Emerald Ash Borer funds from closed fund	15,236
Park Maintenance	New: wage dollars needed for lateral employee transfer	9,000
Police	Unspent Officer Bidon memorial funds	3,500
Public Works/Engineering	New: Antenna Lease & Site Relocation Study	78,900
Engineering	Incomplete Contracts-bridge inspections & Engineering Design	
	Manual independent review	15,000
		\$ 343,081

There are four "new" requests/initiatives included in the above General Fund carryover requests:

- City Clerk's Office - Council approved moving forward with the purchase of Business Licensing software to streamline business licensing efforts. The 2024 Technology Fund budget has \$40,000 approved for this purchase. The actual cost of the new software is \$46,250. The Clerk's 2023 budget has funds remaining that could be utilized to cover this difference.
- Fire Department - During 2024 budget preparations, a Fire Station #3 relocation study was requested. Given there were already other new requests added to the department's 2024 budget, this study was removed from the budget with the understanding that any unspent 2023 budget dollars could be considered to help pay for this study.
- Parks Maintenance - When the 2024 budget was established, the department anticipated a new hire at entry level wages. The hiring process concluded, and an existing employee from another division was laterally transferred into the position. The existing employee is a long-term employee who is at the top of their salary scale. Therefore, the 2024 Parks

personnel budget will need additional dollars to cover wages.

- Public Works - The need to conduct a thorough review of the city's antenna leases and potential site relocation was identified after preliminary 2024 General Fund budget discussions had already occurred. Staff were unable to identify sufficient budget reductions to offset the addition of this item to the 2024 budget. The item is still a pressing need and there exists sufficient 2023 budget savings within the General Fund to financially support this effort.

Other Funds

The other funds listed below each operate as stand-alone funds within the city's accounting structure; in other words, any savings or unspent dollars within these funds automatically remain with the fund, but the authorization to spend these dollars in 2024 is still needed. Most of the items listed below were either part of an approved CIP budget or received Council approval in 2023 and most are either items that the City is still under contract for, or delivery has been delayed due to supply chain issues.

Fund/Department	Request Description	Amount
PS Small Equipment Fund	Fire Department radios ordered but not yet received	76,784
Host Community Fund	Incomplete Contract-65th Street Small Area Plan	12,068
Community Center Capital	2023 CIP Project Incomplete-Dehumidification Unit	172,350
Community Center Capital	2023 CIP Project Not Started-Paint Fitness Center	30,000
Community Center Capital	2023 CIP Project Not Started-Lobby Table & Chairs	20,000
Central Equipment	2023 CIP-Ford Ranger on order	44,000
Central Equipment	2023 CIP-remaining equipment for dump truck	142,846
Central Equipment	2023 CIP-aerial equipment for purchased street vehicle	104,500
Central Equipment	2023 CIP-Fire Department approved Squad 5	46,000
Central Equipment	2023 CIP-Integrate automation into compass system	10,000
Central Equipment	New: Repairs to Maintenance Building Security Gate	18,000
City Facilities	2023 CIP-Replace lighting controls in City Hall/PD	57,541
City Facilities	2023 CIP-Update locks & hardware (ADA)	20,000
		\$ 754,089

There is one "new" request in Other Fund carryovers:

- Central Equipment - the Maintenance Facility's east security gate is experiencing failures on a regular basis and requires \$18,000 in repairs. This item was not included in the 2024 Central Equipment budget and since there remain 2023 budget dollars available within the Fund, staff recommends that funds be carried over to support this request.

FISCAL IMPACT

The carryover of budget authority/dollars from 2023 to 2024 for incomplete projects and/or supplies and materials ordered but not delivered in 2023, allows City departments to operate within a 2024 budget framework that has been adjusted for those 2023 contracts and orders.

The carryover of budget/dollars from 2023 to 2024 for additional work, projects and materials, provides City departments with additional resources to consider such projects in 2024 rather than wait until the 2025 budget cycle.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving 2023 budget carryovers.

ATTACHMENTS

1. Resolution to Approve 2023 Budget Carryovers

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND DIRECTING THE CARRYOVER OF 2023 BUDGET
APPROPRIATIONS BY AMENDING THE 2024 BUDGET**

WHEREAS, there are a number of items that were appropriated for in the 2023 budget and remain incomplete at year-end; and

WHEREAS, there also exist a number of items that have come up as 2024 needs that were not included in the 2024 budget; and

WHEREAS, staff have reviewed balances in all applicable funds related to these requests and have found sufficient budgetary surplus within those 2023 budgets; and

WHEREAS, it is desirable that these items be accomplished during 2024 and therefore a budget appropriation is necessary in the 2024 budget for these items.

NOW, THEREFORE BE IT RESOLVED, BY CITY OF INVER GROVE HEIGHTS: that, the City Council of the City of Inver Grove Heights hereby amends the 2024 budget by a total amount of \$1,097,170 to be distributed to the following funds and departmental budgets:

General Fund Budget Amendments:

Department	Request Description	Amount
City Clerk	New: Additional funds needed for Business License Module	6,250
Elections	Planned carryover from odd-year to support even-year budget	45,000
Finance	Ongoing implementation of Tyler Business Process Review recommendations and finance software improvements	55,000
Community Dev-Planning	Incomplete Contract-Multi-Family Ordinance Review	5,749
Fire	Hose ordered in 2023	13,821
Fire	APX batteries for portable radios ordered in 2023	1,842
Fire	Tecgen 51 PPE ordered in 2023	4,500
Fire	Light package for Squad 5	6,458
Fire	New: Station #3 Relocation Study	35,000
Park Maintenance	Rich Valley trail entrance paving	19,325
Park Maintenance	Rich Valley camera project	15,000
Park Maintenance	SEH design services for Swing Bridge Lighting Project	9,500
Park Maintenance	Land appraisal for park land purchase	4,000
Park Maintenance	Unspent Emerald Ash Borer funds from closed fund	15,236
Park Maintenance	New: wage dollars needed for lateral employee transfer	9,000
Police	Unspent Officer Bidon memorial funds	3,500
Public Works/Engineering	New: Antenna Lease & Site Relocation Study	78,900
Engineering	Incomplete Contracts-bridge inspections & Engineering Design Manual independent review	15,000
		\$ 343,081

Other Fund Budget Amendments

Fund/Department	Request Description	Amount
PS Small Equipment Fund	Fire Department radios ordered but not yet received	76,784
Host Community Fund	Incomplete Contract-65th Street Small Area Plan	12,068
Community Center Capital	2023 CIP Project Incomplete-Dehumidification Unit	172,350
Community Center Capital	2023 CIP Project Not Started-Paint Fitness Center	30,000
Community Center Capital	2023 CIP Project Not Started-Lobby Table & Chairs	20,000
Central Equipment	2023 CIP-Ford Ranger on order	44,000
Central Equipment	2023 CIP-remaining equipment for dump truck	142,846
Central Equipment	2023 CIP-aerial equipment for purchased street vehicle	104,500
Central Equipment	2023 CIP-Fire Department approved Squad 5	46,000
Central Equipment	2023 CIP-Integrate automation into compass system	10,000
Central Equipment	New: Repairs to Maintenance Building Security Gate	18,000
City Facilities	2023 CIP-Replace lighting controls in City Hall/PD	57,541
City Facilities	2023 CIP-Update locks & hardware (ADA)	20,000
		\$ 754,089

Total Budget Amendments	\$ 1,097,170
-------------------------	--------------

Adopted this 26th day of February 2024 by the City Council of Inver Grove Heights, MN

John Murphy, Acting Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Approving Special Assessment Settlement Agreement**

MEETING DATE: February 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571
 Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a Settlement Agreement related to a special assessment appeal.

BACKGROUND

Following the City's 2023 pavement management projects and the resulting certification of assessments to benefiting properties, one property owner appealed in accordance with the provisions of Minnesota Statute § 429.081. Upon reviewing with the City Attorney, City staff believe that entering into a negotiated settlement with the property owners is the least expense route for the City, as costs for litigation and defending the appeal would outweigh the lost assessment revenue resulting from a settlement. The resolution and proposed settlement are attached as confidential documents, visible only to Councilmembers at this time.

FISCAL IMPACT

There are unspent contingency funds contained within the project budget that can be used to offset the reduced assessment revenue.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution Approving Settlement Agreement
2. Settlement Agreement for Assessment Appeal

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

RESOLUTION NO. _____

RESOLUTION APPROVING REVISED SPECIAL ASSESSMENT

WHEREAS, on October 23, 2023, the City Council approved Resolution No. 2023-267 Approving Special Assessment and Adoption Final Assessment Roll for City Project No. 2023-09D – Dawn Way Area Street Rehabilitation; and

WHEREAS, Resolution No. 2023-267 approved a final assessment roll for City Project No. 2023-09D, which assessment roll included a special assessment in the amount of \$14,262.31 for the property located at 6511 Craig Avenue East (the “Property”); and

WHEREAS, the property owner of the Property timely filed an appeal of the special assessment to Dakota County District Court; and

WHEREAS, the City and the property owner have entered into a Settlement Agreement which provides for the dismissal of owner’s challenge to the City’s special assessment of the Property in exchange for a modification to the amount of the special assessment for the Property.

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

1. The City Council hereby approves the attached Settlement Agreement.
2. Pursuant to the terms of the Settlement Agreement, the special assessment amount for the 6511 Craig Avenue East Property is modified to \$7,181.15, the Agreed Assessment per the terms of the Settlement Agreement, subject to payment per the amortization schedule approved as part of the original special assessment approval.
3. The City’s Finance Director and finance department staff are authorized to take the necessary steps to adjust the assessment amount for the Property as approved by the Settlement Agreement.

Passed this 26th day of February 2024.

John Murphy, Acting Mayor

Attest:

Rebecca Kiernan, City Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between the Defendant City of Inver Grove Heights (“City”) and Plaintiff Ken Speltz. (“Plaintiff”) (referred to individually as “Party” and collectively as the “Parties”) relating to the claims and defenses in the action captioned *Ken Speltz v. City of Inver Grove Heights*, Court File No. 19HA-CV-23-4735, venued in Dakota County District Court, Dakota County, Minnesota (hereinafter, the “Lawsuit”). The Lawsuit involves, principally, matters and disputes over the City’s special assessments against Plaintiff’s properties for certain improvements related to the City’s Project No. 2023-09D (Dawn Way Area Street Rehabilitation) in the amount of \$14,362.31 (the “Assessment”).

Now, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions of settlement of the Lawsuit.

1. **Agreement Subject to Final Council Approval.** This Agreement is contingent on final approval of the City Council. City staff will recommend that the City Council approve the terms and conditions of this Agreement with the understanding that the City Council will take action at its Council meeting of February 12, 2024, to confirm either acceptance or rejection of this Agreement. If the meeting does not occur on February 12, 2024, or for any reason the consideration of this Agreement is delayed, the Parties agree that the City Council will take action as soon as scheduling so allows. If accepted, this Agreement shall be fully executed and thereafter shall be fully enforceable. If rejected, this Agreement, including without limitation, the releases herein, shall be null and void and the Parties shall proceed with their claims, defenses, and remedies as outlined in Paragraph 4 of this Agreement.

2. **Agreement on the Assessment Amount.** In the Lawsuit, Plaintiff challenges the validity and amount of the City’s Assessment. The Assessment on the Plaintiff-owned property located at 6511 and 6513 Craig Ave East and identified as Dakota County Property I.D. No. 20-13250-01-010 originally amounted to \$14,362.31 in total. The City agrees to adjust, and Plaintiff agrees to pay, an assessment amount of **Seven Thousand, One Hundred Eighty-One Dollars and 15/100 (\$7,181.15)** (the “Agreed Assessment”).

3. **Plaintiff’s Payment of the Agreed Assessment.** Plaintiff agrees to pay the above Agreed Assessment to the City, and may do so as provided by the provisions in Minnesota Statutes Chapter 429 through payments on the property tax statements of the Plaintiff’s property identified in Paragraph 2 of this Agreement.

4. **Rights in the Event of Council Rejection of Agreement.** In the event that the City Council rejects the recommendation to approve this Agreement on February 12, 2024, as provided in Paragraph 1, then Plaintiff and the City shall proceed with their claims and defenses in the Lawsuit with respect to the Assessment challenge.

5. **Mutual Releases.** Upon execution of this Agreement, and the City Council’s approval of the same, Plaintiff and the City, on behalf of themselves, and on behalf of each and all of their respective past and present representatives, council members, managers, engineers, attorneys, officers, members, agents, employees, insurers, heirs, and assigns, shall and do hereby fully and finally release each other, and each and all of their respective past and present representatives,

council members, managers, engineers, attorneys, officers, members, agents, employees, insurers, heirs, and assigns, from any and all claims, demands, or causes of action, whether sounding in contract, tort, or warranty, whether statutory or based on claims of alleged wrongful taking or claim to process violations, that the Parties may have, or may claim to have, known or unknown, against each other arising out of or related to the Assessment or the claims stated in the Lawsuit. This mutual release is intended to be full and final between the Parties with respect to any matter or thing relating to the Assessment and the Lawsuit as to all claims, whether now known, or as may arise in the future.

6. **Third-Party Claims**. Plaintiff shall indemnify, defend, and hold harmless, the City, its employees, agents, and Council from and against any and all claims, actions, damages, costs, judgments, and expenses, including reasonable attorney's fees, which result from any claim by any tenant of, or other third party with an interest in the properties subject to the Assessment, related to the Assessment.

7. **Dismissal of Lawsuit**. If the City Council approves this Agreement, the Parties shall execute and file a stipulation and order of dismissal with prejudice. Neither Party shall appeal the dismissal. If the City Council rejects this Agreement, the Parties shall proceed as outlined under Paragraph 4 of this Agreement.

8. **Non-Admission of Liability**. Nothing in this Agreement shall constitute an admission of fault or responsibility by either Plaintiff or the City. This settlement is made in compromise of disputed matters.

9. **No Publicity**. Plaintiff will not seek out publicity or make any public statements about the settlement or any of the claims in the lawsuit. For the purposes of this Section, such statements shall not be made in any manner, including, but not limited to, writing of online reviews, social media, any other public form, or publication or verbal statements to any third party. If asked about the lawsuit or the assessment, Plaintiff will state that the matter is resolved. Nothing in this Section is intended to limit the right of the Parties to give truthful testimony in a court of competent jurisdiction or to a governmental agency when required to do so by subpoena, court order, law, or administrative regulation. Nothing in this Section is intended to modify the City's obligations to provide public information pursuant to the Minnesota Government Data Practices Act.

10. **Signatory Authority/Voluntary Execution**. Each of the signatories to this Agreement acknowledge that they are signing the same of their own free act, without being under any coercion, promise, or commitment, except as those expressly contained herein. The persons signing this Agreement in their representative capacities represent and warrant by signing this Agreement that it is their intent to bind their respective principals to the terms and conditions set forth herein, that the persons signing in their representative capacity have been authorized to bind their respective principals to such terms, and that it is the respective principals' intent to be so bound.

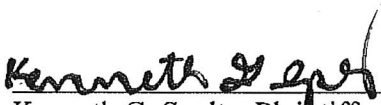
11. **Complete Agreement**. It is understood and agreed that this Agreement is the complete agreement between the Parties, which supersedes any oral agreements and negotiations between the Parties.

12. **Execution in Counterpart.** This Agreement may be executed in counterparts.

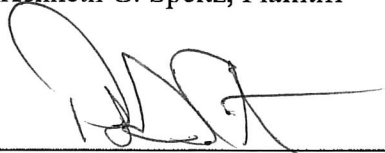
[Remainder of page intentionally left blank]

Signature Page for Plaintiff

DATED: 1-29, 2024.


Kenneth G. Speltz, Plaintiff

DATED: 1-29, 2024.


Patrick B. Steinhoff, Attorney for Plaintiff

Signature Page for Defendant City of Inver Grove Heights

DATED: _____, 2024.

Brenda Dietrich, Mayor

DATED: _____, 2024.

Rebecca Kiernan, City Clerk

DATED: January 29, 2024.



Joshua P. Weir, Attorney for Defendant



Request for Council Action

SUBJECT: **Resolution to Join MnWARN Mutual Aid Agreement**

MEETING DATE: February 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, making the City of Inver Grove Heights a party to the Minnesota Water Agency Response Network (MnWARN) Mutual Aid Agreement.

BACKGROUND

The City participates in several different mutual aid agreements with other governmental agencies to share services related to fire, police, and public works needs, for both emergency and non-emergency purposes. The City's Emergency Operation Plan makes it the responsibility of individual departments to regularly review and develop mutual aid and other support agreements with surrounding jurisdictions and the private sector to be prepared to provide or receive assistance in the event of an emergency. Minnesota Statute 471.59 further authorizes governing bodies to jointly or cooperatively exercise any power common to other governing bodies via a formal mutual aid agreement.

The Minnesota Water Agency Response Network (MnWARN) was established to provide a statewide response network to utility emergencies and disasters through mutual assistance for water, wastewater, and stormwater utilities in Minnesota. Currently, the City's Public Works Department only participates in a Dakota County Mutual Aid Agreement related to general emergency responses, which also includes the City's Fire and Police Departments. At this time, the Public Works Department does not participate in any utility-specific emergency response agreements related to the City's water, sewer, or wastewater systems.

Many adjacent communities are participants in the MnWARN system, including Eagan, Rosemount, Hastings, Apple Valley, and St. Paul Regional Water (serving West St. Paul). While state statute currently affords any governing body the ability to request or share resources in the event of an emergency without a mutual aid agreement, the City of Inver Grove Heights would benefit from participating in the MnWARN Mutual Aid Agreement by having a formal and standardized method by which to engage with these adjacent and participating agencies in the event of a utility emergency, to know what resources are available, to share staff and resources efficiently and effectively among other agencies, and provide for adequate reimbursement following the conclusion of an emergency. This is critical to streamlining an emergency response while not having to worry about the detailed logistical challenges of obtaining resources independently during an emergency event.

The attached mutual aid agreement is a standard agreement required to join the MnWARN system. The City may withdraw from this agreement at any time by giving 60 days notice of the intent to withdraw.

FISCAL IMPACT

This mutual aid agreement has no financial cost. Participation in the MnWARN Mutual Aid Agreement is voluntary and free for all participating members.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution - MnWARN Mutual Aid Agreement
2. MNWARN Mutual Aid Agreement

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

RESOLUTION NO. _____

**RESOLUTION TO ENTER INTO A MUTUAL AGREEMENT TO BECOME A PARTY TO THE
MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN)**

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them; and

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the "Agreement") among Governmental Units to allow their water, wastewater, and storm water utilities to assist each other in case of an emergency; and

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

WHEREAS, the governing body of the City of Inver Grove Heights considers it in the best interest of the City to be a party to the Agreement.

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

1. The Mayor and the City Clerk are authorized to sign this Resolution and the Agreement evidencing the intent of the City of Inver Grove Heights to be a party to MnWARN; and
2. The City Clerk and/or Utility Superintendent is directed to send a certified copy of this Resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN; and
2. The City of Inver Grove Heights Agrees to comply with the terms of the Agreement

Approved by the City Council of the City of Inver Grove Heights, Minnesota on this 26th day of February 2024.

John Murphy, Acting Mayor

ATTEST:

Rebecca Kiernan, City Clerk

MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN) MUTUAL AID AGREEMENT

This Minnesota Water Agency Response Network (MnWARN) Mutual Aid Agreement is made and entered into by the undersigned Parties.

WHEREAS, the Parties hereto are authorized by law or home rule charter to establish a water, wastewater or storm water utility; and

WHEREAS, the Parties hereto have established a water, wastewater and/or storm water utility; and

WHEREAS, the Parties recognize that an Emergency may require Assistance in the form of personnel, equipment and supplies from a Utility outside the Governmental Unit; and

WHEREAS, the governing bodies of the Parties have investigated the facts and determined that it is in their best interests to authorize their Utilities to work cooperatively with another Party's Utilities when there is an Emergency; and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes the Parties by agreement of their governing bodies to jointly or cooperatively exercise any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties agree as follows:

ARTICLE I PURPOSE

The Parties recognize that in an Emergency, their Utilities may require Assistance in the form of personnel, equipment and supplies from outside the area of impact. The purpose of this Agreement is to provide a framework, in the event of an Emergency, for the Parties to participate in an intrastate program for mutual aid assistance to provide water, wastewater and storm water utility services. The Parties authorize their Utilities to cooperatively assist other Party's Utilities when there is an Emergency, subject to the discretion of the Responding Party's Authorized Official as set forth in Article IV.

ARTICLE II DEFINITIONS

- A. Agreement — This Water Agency Response Network Mutual Aid Agreement.
- B. Assistance — Resources, including but not limited to personnel, equipment, material and supplies that a Responding Party's Utility provides to a Receiving Party's Utility.
- C. Authorized Official — An employee or official of a Party's Utility that is authorized by the Party's governing body to request Assistance or provide Assistance under this Agreement.
- D. Emergency — Any occurrence that is, or is likely to be, beyond the control of the services, personnel, equipment or facilities of a Party's Utility.
- E. Governmental Unit — A city, county or township in Minnesota or a city's public utilities commission.
- F. MnWARN — The framework for public water, wastewater and storm water utilities in Minnesota to assist other public water, wastewater and storm water utilities when there is an Emergency that requires Assistance from another Utility. The framework includes this Agreement and other resources to be developed and coordinated by the Statewide Committee to implement the purpose of this Agreement.
- G. National Incident Management System (NIMS) — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- H. Party/Parties — One or more governmental units that has a water, wastewater or stormwater utility that executes this Agreement or adopts this Agreement by resolution pursuant to Article XIV.
- I. Period of Assistance — The period of time when a Responding Party assists a Receiving Party. The period commences when personnel, equipment or supplies depart from a Responding Party's facility and ends when the resources return to their facility. All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.
- J. Receiving Party — A Party who requests and receives Assistance under this Agreement.
- K. Responding Party — A Party that provides Assistance to another Party pursuant to this Agreement.
- L. Statewide Committee — The committee responsible for overseeing MnWARN on a statewide level.
- M. Steering Committee — The leadership group that established MnWARN and the development of this Agreement.
- N. Utility/Utilities — A water, wastewater and/or storm water utility of a Party.

ARTICLE III ADMINISTRATION

A. Statewide Committee.

1. Voting Members. MnWARN shall be administered through a Statewide Committee. The Statewide Committee shall be comprised of nine (9) voting members. The voting members of the Statewide Committee shall be comprised as follows: (i) an employee or official of a Utility located in Region 1 of the Minnesota Division of Homeland Security and Emergency Management Regions; (ii) an employee or official of a Utility located in Region 2 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iii) an employee or official of a Utility located in Region 3 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iv) an employee or official of a Utility located in Region 4 of the Minnesota Division of Homeland Security and Emergency Management Regions; (v) an employee or official of a Utility located in Region 5 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vi) an employee or official of a Utility located in Region 6 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vii) an employee or official of the Minnesota Rural Water Association; (viii) a representative from the Minnesota Section of the American Water Works Association; and (ix) a representative of the Minnesota Wastewater Operator's Association.
 - a. Initial Voting Members. The initial voting members representing the six regions of the Minnesota Division of Homeland Security and Emergency Management Regions shall be selected by the Steering Committee. The other three voting members shall be selected by the organization they represent.
 - b. Subsequent Voting Members. The appointment or election of subsequent voting members shall be done in accordance with bylaws to be adopted by the Statewide Committee.
 - c. Terms. The terms of the voting members shall be established by the bylaws to be adopted by the Statewide Committee.
 - d. Changes. The Statewide Committee may change the number or composition of the voting members in accordance with its bylaws.
2. Advisory Members. There shall be at least six (6) advisory members of the Statewide Committee who shall not be entitled to vote. The advisory member shall consist of a representative to be selected by each of the following organizations: (i) the Minnesota Pollution Control Agency; (ii) the Minnesota Department of Health; (iii) Minnesota Homeland Security and Emergency Management; (iv) the Association of Minnesota Emergency Managers; (v) the Minnesota Municipal Utilities Association; and (vi) the League of Minnesota Cities. The voting members of the Statewide Committee may change the number or composition of the advisory members in accordance with its bylaws. The terms of the advisory members shall be established by the bylaws of the Statewide Committee.
3. Officers. The Statewide Committee shall have the following officers: a Chair, a Vice-Chair and a Secretary. The initial officers shall be elected by the Statewide Committee at its first meeting. The terms of the initial officers and subsequently elected officers

shall be established by the bylaws of the Statewide Committee. The officers shall have the following powers:

- a. Chair. The Chair shall have no more power than any other member of the Statewide Committee except that the Chair shall act as the presiding officer at all Statewide Committee meetings and may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- b. Vice-Chair. The Vice-Chair shall act as the presiding officer at any Statewide Committee meeting not attended by the Chair and shall perform the Chair's duties in the Chair's absence. The Vice-Chair may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- c. Secretary. The Secretary shall be responsible for ensuring that minutes are prepared for all Statewide Committee meetings. The Secretary shall also keep all books and records of the Statewide Committee and shall give all notices required by law, and may have other duties as assigned from time to time and prescribed by the Statewide Committee. The Statewide Committee may delegate all or part of the Secretary's duties required under this Section to another person; provided that such delegation shall not relieve the Secretary of ultimate responsibility for these duties

4. Powers. The Statewide Committee shall have the following powers:

- a. To coordinate emergency planning and response activities of Utilities in coordination with the emergency management and public health system of the State;
- b. To adopt policies and procedures to further the purpose of MnWARN;
- c. To establish committees, including regional committees, to assist in implementing the purpose of MnWARN;
- d. To develop a resource list of personnel, equipment, supplies and other resources that may be used to provide Assistance;
- e. To establish a website to facilitate the Parties' use of MnWARN;
- f. To develop protocols, forms or procedures for Parties to request assistance;
- g. To develop educational materials; and
- h. To develop training materials and conduct training for Parties.

5. Meetings. The Statewide Committee shall hold meetings as follows:

- a. Organizational Meeting. An organizational meeting shall be held at a time and place to be determined by the Steering Committee.
- b. Regular Meetings. Thereafter, the Statewide Committee shall meet at least annually. A schedule of regular meetings may be adopted by the Statewide

Committee at the organizational meeting. A schedule of regular meetings may be changed from time to time as deemed necessary by the Statewide Committee.

- c. Special Meetings. Special meetings of the Statewide Committee may be called by the Chair and must be called by the Chair upon written request of two Statewide Committee members.
- d. Quorum. The Statewide Committee shall not take official action unless a majority of the voting members are present in person or via electronic communication.

ARTICLE IV REQUESTS FOR ASSISTANCE

- A. Party Responsibility. The Parties shall identify an Authorized Official and one or more alternates; provide contact information including 24-hour access; and maintain the resource information required contained in the member information form to be developed by the Statewide Committee. The Parties shall update this information as required by the bylaws.

In the event of an Emergency, a Party's Authorized Official may request Assistance from a Party's Utility. The Authorized Official must specifically state that Assistance is being requested under MnWARN to activate the provisions of this Agreement. Requests for Assistance can be made orally or in writing. When made orally, the request for Assistance shall be prepared in writing as soon as practicable. Requests for Assistance shall be directed to the Authorized Official of a Party. Specific protocols for requesting Assistance shall be established by the Statewide Committee.

- B. Response to a Request for Assistance. After a Party receives a request for Assistance, the Authorized Official should evaluate if resources are available to respond to the request for Assistance. Following the evaluation, the Responding Party's Authorized Official shall inform, as soon as possible, the Receiving Party's Authorized Official if it can provide Assistance. If Assistance is provided, the Responding Party shall inform the Receiving Party about the type of available resources and the approximate arrival time of such resources.
- C. Discretion of Responding Party's Authorized Official. Adoption of this Agreement does not create any duty to provide Assistance. When a Party receives a request for Assistance, the Authorized Official shall have absolute discretion to provide Assistance or to not provide Assistance. A Party's decision to provide Assistance or not provide Assistance shall be final. No Party nor any employee or officer of any Party shall be liable to any other Party or to any person for failure of any Party to furnish Assistance or for recalling Assistance.

ARTICLE V RESPONDING PARTY PERSONNEL

- A. National Incident Management System (NIMS). When providing Assistance under this Agreement, the Requesting Party's Utility and the Responding Party's Utility shall be organized and function under NIMS.
- B. Control. The personnel of a Responding Party providing Assistance shall be under the direction and control of the Receiving Party until the Responding Party's Authorized Official withdraws Assistance. The Receiving Party's Authorized Official shall coordinate response

activities with the Responding Party's Authorized Official. Whenever practical, Responding Party personnel should plan to be self sufficient for up to 72 hours.

- C. Food and Shelter. The Receiving Party shall supply reasonable food and shelter for Responding Party personnel for Assistance that is provided for more than 72 hours. If the Receiving Party is unable to provide food and shelter for a Responding Party's personnel, the Responding Party's Authorized Official or designee is authorized to secure food and shelter for its personnel and shall be entitled to reimbursement for such expenses from the Receiving Party. Reimbursement for food and shelter shall reflect the actual costs incurred by the Responding Party. If receipts are not available, the Responding Party cannot request reimbursement in excess of the State per diem rates for that area.
- D. Communication. The Receiving Party shall provide Responding Party personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communication among personnel providing Assistance.
- E. Status. Unless otherwise provided by law, the Responding Party's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits. To the extent permitted by law, Responding Party personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the Period of Assistance.
- G. Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Receiving Party's Authorized Official as soon as possible.

ARTICLE VI COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Receiving Party shall reimburse the Responding Party for each of the following categories of costs incurred while providing Assistance during the Period of Assistance.

- A. Personnel. A Responding Party shall be reimbursed for its actual costs paid to personnel providing Assistance during the Period of Assistance. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the Period of Assistance. Reimbursement to the Responding Party must consider all personnel costs, such as salaries or hourly wages, including overtime, and costs for fringe benefits and indirect costs.
- B. Equipment. The Receiving Party shall reimburse the Responding Party for the use of equipment during a Period of Assistance pursuant to the Responding Party's rate schedule. If the Responding Party does not have a rate schedule, the rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Party uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Party must provide such rates in writing to the Receiving Party prior to supplying Assistance. Reimbursement for equipment not referenced on a Party's rate schedule or the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

- C. Materials and Supplies. The Receiving Party must reimburse the Responding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Party must not charge direct fees or rental charges to the Receiving Party for other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period. The Responding Party must provide an itemized bill to the Receiving Party for all expenses it incurred as a result of providing Assistance under this Agreement. The Responding Party must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Receiving Party must pay the undisputed portion of the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the standard rate of interest charged by the Responding Party for unpaid bills. If the Responding Party does not have a standard rate, the interest rate shall be the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum. Any undisputed amount must be resolved using the procedures set forth in Article VII.

ARTICLE VII DISPUTES

The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Mediation. If there is a failure between Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a mediator, or if they cannot agree, the Statewide Committee Chair shall select a mediator. If the Chair of the Statewide Committee, has a conflict of interest, the duty for selecting a mediator shall pass to the Vice-Chair.
- B. Arbitration. If the dispute remains unresolved following mediation, the dispute shall be submitted to arbitration under the Uniform Arbitration Act, Minnesota Statutes, Sections 572.08-.30. If the Parties cannot agree on one or more arbitrators, the arbitrator(s) shall be selected using the same procedure set forth for selecting a mediator. The decision of the majority of the arbitrators shall not be binding upon the Parties. If the arbitration decision is not accepted, the Parties may pursue any other legal remedy to resolve the dispute.

ARTICLE VIII RECEIVING PARTY'S DUTY TO INDEMNIFY

For the purposes Minnesota Municipal Tort Liability Act, Minnesota Statutes, Chapter 466, the employees and officers of the Responding Party are deemed to be employees (as defined in Minnesota Statutes, Section 466.01, subdivision 6) of the Receiving Party.

The Receiving Party shall defend, indemnify and hold harmless, the Responding Party, its officers, employees, volunteers and agents from all claims, loss, damage, injury, and liability of

every kind, nature, and description, directly or indirectly arising from the Responding Party's Assistance during the Period of Assistance. The scope of the Receiving Party's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Receiving Party, or faulty workmanship or other negligent acts, errors, or omissions by the Responding Party personnel. The Receiving Party shall not be required to defend and indemnify the Responding Party for any willful or wanton misconduct of the Responding Party or its officer, employees, volunteers or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The intent of this article is to impose on each Receiving Party a limited duty to defend and indemnify a Responding Party for claims arising within the Receiving Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

The Receiving Party's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE IX DAMAGE TO EQUIPMENT

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

ARTICLE X WORKERS' COMPENSATION

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of another Party or its officers, employees or volunteers.

ARTICLE XI INSURANCE

Parties to this Agreement shall maintain the following liability coverages: (1) commercial general liability; and (2) automobile liability, including owned, hired, and non-owned automobiles. Each policy shall have a limit at least equal to the maximum municipal liability limit in Section 466.04, subd. 1. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than double the maximum municipal liability limit in Section 466.04, subd. 1.

ARTICLE XII WITHDRAWAL

A Party may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee Secretary. Withdrawal takes effect 60 days after notice is sent.

ARTICLE XIII INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Parties to this Agreement are encouraged to participate in mutual aid and assistance activities conducted under the State of Minnesota Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for Utilities through this Agreement if such a Program were established.

ARTICLE XIV NEW MEMBERS

Other Governmental Units may be added to this Agreement upon approval of their governing body as evidenced by adoption of the resolution attached as Exhibit I to this Agreement and execution by the Governmental Unit's authorized representatives. A Governmental Unit shall not become a Party to this Agreement until a certified copy of the resolution is received by the Statewide Committee Secretary. The Statewide Committee Secretary shall maintain a master list of all Parties to this Agreement.

ARTICLE XV GENERAL PROVISIONS MODIFICATION

- A. Modification. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of the Parties to this Agreement. The Statewide Committee Secretary shall provide written notice to all Parties of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Parties.
- B. Signatory Indemnification. In the event of a liability, claim, demand, action or proceeding of whatever kind or nature arising out of a Period of Assistance, the Parties who receive and provide Assistance shall indemnify and hold harmless those Parties whose involvement in the transaction or occurrence that is the subject of such claim, action, demand or other proceeding is limited to execution of this Agreement.
- C. Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and are without effect.
- D. Notice. A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties to this Agreement shall

provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

- E. Effective Date. This Agreement shall be effective after approval by the Parties' governing body and execution by the Parties' authorized representatives.
- F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- G. Captions. Article and section headings contained in this Agreement are included for convenience only and form no part of the Agreement among the Parties.
- H. Waivers. The waiver by a Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- J. Savings Clause. If any court finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

City of Inver Grove Heights, **Minnesota**

The City Council of Inver Grove Heights, Minnesota duly approved this Agreement on the 26th day of February, 2024.

By: _____
Its Acting Mayor

And: _____
Its Clerk



Request for Council Action

SUBJECT: **Resolution Approving Final Plans & Specifications and Authorizing Advertisement for Bids for Water Treatment Plant Rehabilitation (City Project No. 2023-03).**

MEETING DATE: February 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to approve the attached Resolution, approving final plans and specifications and authorizing advertisement for bids for City Project No. 2023-03 - Water Treatment Plant Rehabilitation.

BACKGROUND

On January 30, 2023, the City received a notice of violation from the Minnesota Department of Health (MDH) indicating the radium concentrations in the water treated at the City's Water Treatment Plant exceeded the Maximum Contaminant Level set by the Environmental Protection Agency. While the levels were not considered an immediate danger to public health, it did trigger a public notification to our water customers and requires that the City enter into a Compliance Agreement with the MDH and undertake a plan of action to bring the Water Treatment Plant back into regulatory compliance.

Over the past year, City utility staff have worked to successfully moderate the radium levels in the short-term through chemical treatment modifications. Simultaneously, the City entered into a contract with Stantec Consulting Services, Inc. for the preliminary design review and final design for the Water Treatment Plant Rehabilitation Improvements (City Project No. 2023-03). These project improvements are focused on chemical treatment and filter modifications and upgrades associated with the Water Treatment Plant.

The City Council accepted the preliminary design report and authorized preparation of final plans and specifications for City Project No. 2023-03 on August 14, 2023. Stantec has subsequently completed the final plans, and submitted them to the MDH for final approval. Once approval is received, the plans will be ready for public advertisement for bidding. To avoid delay in the bidding process, the Council is asked to approve the final plans and specifications, pending implementation of any comments from the MDH, and authorize staff to advertise for bids upon completion of any final edits. The final plans and specifications, as submitted to MDH, are available for viewing by contacting the Public Works Director.

FISCAL IMPACT

This specific action being requested (authorization to advertise for bids) does not have a direct financial cost, but the next steps after this, which are awarding a contract and actually constructing the improvements, will have a significant financial cost to the City. The most recent cost estimates

for the Water Treatment Plant rehabilitation, as proposed, total approximately \$5.2 million. The intended funding sources are \$2.5 million in ARPA funds and a \$2.7 million low-interest loan from the Minnesota Public Facilities Authority (PFA).

Staff anticipates presenting the results of the bidding process and a recommendation to award a contract at one of the Council's April meetings, subject to receiving final approval from MDH in a timely manner.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving final plans and specifications and authorizing advertisement for bids for City Project No. 2023-03.

ATTACHMENTS

1. Resolution Approving Plans and Specs and Authorizing Advertisement for Bids

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

RESOLUTION NO. _____

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS FOR THE CITY PROJECT NO. 2023-03**

WHEREAS, the City received a notice of violation from the Minnesota Department of Health on January 30, 2023, indicating that the radium concentrations in the City's treated water exceeded the Maximum Contaminant Level set by the Environmental Protection Agency; and

WHEREAS, as required by the Safe Drinking Water Act and several state and federal statutes, the City entered a Compliance Agreement with the Minnesota Department of Health on June 26, 2023 via Resolution 23-147, indicating the corrective actions to be taken in regards to the noted violation, including a planned rehabilitation of the City's Water Treatment Plant (City Project No. 2023-03); and

WHEREAS, as a requirement of the Compliance Agreement, the City submitted final design plans and specifications for City Project No. 2023-03, as prepared by staff and the City's consultant, Stantec, to the Minnesota Department of Health on February 12, 2024, and are awaiting final comments and design approval; and

WHEREAS, to ensure no delay in bidding for the project, it is in the best interest for the City to ensure that upon final approval from the Minnesota Department of Health, the plans and specifications for City Project No. 2023-03 can be advertised for public bidding.

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

1. The draft version of the plans and specifications for City Project No. 2023-03 are on file with the City's Public Works Director, and Council hereby approves their approval upon receipt and integration of comments from the Minnesota Department of Health.
2. The Public Works Director, in coordination with the City Clerk and the City's consulting firm (Stantec) are hereby authorized to advertise for bids pursuant to the provisions of Minnesota Statutes Chapter 471, with respect to City Project No. 2023-03.
3. The contract for these improvements shall be executed no later than two years after the adoption of this Resolution.

Approved by the City Council of the City of Inver Grove Heights, Minnesota on this 26th day of February 2024.

John Murphy, Acting Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Authorizing Application for the Minnesota Pollution Control Agency Stormwater Resilience Grants**

MEETING DATE: February 26, 2024
ITEM TYPE: Consent Agenda
CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing the Engineering Division to apply for Implementation Grants for Stormwater Resilience through the Minnesota Pollution Control Agency.

BACKGROUND

The Minnesota Pollution Control Agency (MPCA) has established grants to help mitigate the effects of climate change. This grant encourages stormwater projects that include green infrastructure and/or other practices with multiple benefits, such as storage for reuse/drought protection, infiltration, groundwater recharge, community amenities, pollutant treatment, and reduction in impervious surface/heat island reduction.

Staff have identified a project that appears to be well-aligned with the focus of the grant and will aid in protecting the City's and other stakeholders' infrastructure. The proposed project for this grant application is the replacement of a large (96-inch) culvert under Dickman Trail and the adjacent railroad tracks to the east. This culvert is very old, has shown signs of joint separation and also developed a substantial sag under the railroad. Over time, sediment has filled the basins between the railroad tracks and the river. The basins are located in an area of difficult terrain and, as such, maintenance has suffered. This proposed project would include reconstructing the basins to accommodate larger storage volumes, easier access for maintenance, and lessen the potential for the basins to overtop River Road during large rain events and discharge sediment and material into the Mississippi River.

The aim of this project would be to significantly reduce the City's (and the Railroad's) risk of pipe failure through our facilities and increase our ability to maintain our systems given the identified impacts as the effects of climate change progress.

To be considered for a grant award, an application must be submitted by April 11, 2024.

FISCAL IMPACT

The grant awards up to \$5 million per grantee, and would require a 10% match from the City. The exact cost of the proposed project is not yet finalized, but staff is working to keep it under the maximum grant amount.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution Authorizing MPCA Stormwater Resilience Grant Application
2. Stormwater Resilience Grant Exhibit

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ENGINEERING DIVISION TO APPLY FOR A MINNESOTA
POLLUTION CONTROL AGENCY STORMWATER RESILIENCE IMPLEMENTATION GRANT**

WHEREAS, the City of Inver Grove Heights recognizes the effects of climate change and the potential impacts it will have on City stormwater infrastructure; and

WHEREAS, the City of Inver Grove Heights has identified a stormwater facility that presents a higher risk of failure to both the City, and other stakeholders in the area due to the effects of increased precipitation, overwhelmed infrastructure, and vegetation die-off; and

WHEREAS, the City of Inver Grove Heights would like to mitigate and repair the storm pipe under Dickman Trail and the Railroad and modify the detention basins to accommodate extra storage and maintenance; and

WHEREAS, the State of Minnesota supports local agencies' in planning and implementing projects for climate resiliency and water infrastructure that will allow for adaptation for a changing climate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Inver Grove Heights, that the Engineering Division is hereby authorized to apply for a 2024 (FY) Stormwater Resilience Implementation Grant through the Minnesota Pollution Control Agency.

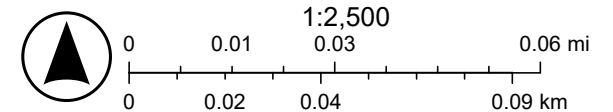
Approved by the City Council of the City of Inver Grove Heights, Minnesota on this 26th day of February 2024.

John Murphy, Acting Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Dickman Trail Culvert Replacement



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Esri Community Maps Contributors, County of Dakota, Metropolitan Council,

Request for Council Action

SUBJECT: **Resolution Approving Contract with VMC, LLC for a Monopole Feasibility Study (City Project No. 2024-18)**

MEETING DATE: February 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution approving a contract with VMC, LLC to perform a monopole feasibility study (City Project No. 2024-18).

BACKGROUND

The City currently leases space on several City properties to cellular service providers to install and operate antenna facilities to serve their respective network operations. The City collects approximately \$225,000 per year (2023 collections) for all cellular service provider leases throughout the City. Several of these leases are on property that is managed by the City's Water Utility Division, including leasing space for attachments on two of the City's three water towers (Northside Water Tower and Arbor Point Water Tower), and leasing ground space at two additional water facility sites (Northside Booster Pump Station and the Water Treatment Plant). The cellular service provider leases on the Northside Water Tower and Northside Booster Pump Station, sites located approximately ¼ apart, total just over \$152,000, or approximately 67% of the total lease revenue collected by the City on an annual basis.

The City's Public Works staff believe that leasing to cellular service providers that are affixed to the structure of water towers can have a negative impact to water operations, by creating the need to provide access to private telecom contractors at any time requested, reviewing plans for modifications, and monitoring said modifications on our facilities during maintenance and replacement activities. Staff also have expressed ongoing security concerns about having non-City contractors working around, within, and on existing critical City water facilities, which is allowed per the City's lease agreements for different cellular facility carriers.

Therefore, Public Works staff would like to explore methods to "decouple" antenna facilities from critical water infrastructure facilities (mainly, water towers), without losing lease revenue or resulting in a degradation of cellular service within the community. The Water Utility Division is planning for a large rehab project in the City's Capital Improvement Plan for the Northside Water Tower in 2027 that will require the removal and temporary relocation of the antenna facilities on that tower, for which the City will need to accommodate, and has real costs to do so by providing space for temporary relocation. The current leases for these facilities at the Northside Water Tower expire at the end of 2025, although the cellular service providers have indicated a strong desire to enter a long-term lease extension prior to expiration. The next 6-8 months are the best time to perform a comprehensive lease review and update effort and determine if an alternative option may exist for future facility relocation off the water tower.

Concurrently, there is a lease for an existing stand-alone cell tower facility at the Northside Booster Station site, located approximately a quarter mile east of the Northside Water Tower, that appears to be undersized and underutilized, and may offer the opportunity for the City to install a “monopole” tower facility (a single pole that several cellular service companies can attach facilities to) that is located at the junction of two major highways (TH 52 and I-494), which may offer a fiscally feasible and desirable alternative to temporary antenna facility relocation at the Northside Water Tower site, while developing an asset that the City can utilize to attract future cellular service providers and result in increased future antenna lease revenues.

Over the past three months, Public Works staff have engaged with VMC, LLC, a telecom consulting firm that is a member of the City's 2023-2027 Engineering Consultant Pool, to understand what options exist for the City to review existing lease agreements, and determine whether a monopole facility could be a viable option to address the City's security and ongoing maintenance concerns related to cellular service providers at the Northside Water Tower. VMC and its staff have performed several monopole siting and coordination efforts for communities in Minnesota and Wisconsin in the last five years and have developed a reputation for finding cost-effective solutions that not only benefit individual municipalities financially, but also benefit participating cellular service providers and their customers (residents and businesses in the cities they serve). The recommended next step is to perform a formal feasibility analysis, to ensure that a monopole facility could be properly sited, designed, and installed; initiate coordination efforts with cellular service providers to identify if there is formal support and buy-in for construction of such a facility; and identify the fiscal parameters and return on investment the City may recuperate if such a facility is installed in the future. The Work Order contract has been structured to allow for the suspension of the study effort if at any time it is determined by VMC and City Public Works staff that the City may be unlikely to receive a fiscal benefit in proceeding with a formal monopole installation in the near future.

VMC's proposed fee for the monopole feasibility study is \$54,700. Staff are recommending including a 7% contingency (\$4,000) to be authorized for use by the Public Works Director to account for potential changes in scope to accommodate unforeseen conditions or reviews related to the feasibility effort.

FISCAL IMPACT

The total City fiscal obligation for this project, including the proposed contingency, is \$58,700. The City Council has been asked as part of a separate agenda item at tonight's City Council meeting to approve a 2023 budget carryover of \$78,900 to be used for a combination of this monopole feasibility study (\$58,700) and a retainer contract for antenna lease review and amendments (\$20,000, to be approved separately at the staff level). This carryover utilized savings in several General Fund accounts within the Public Works Department to perform these efforts through the Engineering Division Professional Services Budget (Account 101.43.5100.442.30700), with no impact to the previously approved 2024 budget.

RECOMMENDATION

Staff recommends adoption of the attached Resolution and execution of the attached Work Order contract.

ATTACHMENTS

1. Resolution Awarding Contract to VMC
2. Work Order Contract (VMC - Monopole Feasibility)

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

RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT TO VMC, LLC TO PERFORM A FEASIBILITY
STUDY FOR CITY PROJECT NO. 2024-18 – MONOPOLE FEASIBILITY STUDY**

WHEREAS, the City of Inver Grove Heights leases space on the City's Northside Water Tower to several cellular service carriers for the installation and operation of private antenna facilities; and

WHEREAS, the City collects annual revenue in the amount of approximately \$121,000 (2023 collection) from cellular service carriers operating on the Northside Water Tower; and

WHEREAS, as part of current lease agreements, access into the water tower is to be provided for representatives of cellular service carriers to operate and maintain their facilities at all times; and

WHEREAS, the City's Public Works staff have concerns regarding safety and security of existing critical City infrastructure and providing access to said infrastructure for cellular service carriers, and desire to explore options to "decouple" private cellular service carrier facilities from being affixed to existing water towers wherever feasible; and

WHEREAS, the City is proposing to complete a water tower rehabilitation project in 2027 on the Northside Water Tower, which will require the removal and temporary relocation of antenna facilities located on the Northside Water Tower, and the City would have a responsibility to provide an alternative, temporary location for these facilities during the project work as part of the current lease agreements; and

WHEREAS, the current timing is right to explore other options for cellular service carrier locations in the area around the Northside Water Tower, including the installation of a City owned and/or leased monopole facility, to provide a permanent relocation space for the cellular service carriers currently on the Northside Water Tower, and allow for additional cellular service carriers to lease space in the future, ahead of anticipated lease renewals at the end of 2025, and in advance of the water tower rehabilitation scheduled for 2027; and

WHEREAS, Public Works staff have solicited input from consulting firms within the City's current Engineering Consulting Pool, and subsequently requested and negotiated a quote from VMC, LLC (VMC) to perform a monopole the water service line inventory for an estimated cost of \$54,700; and

WHEREAS, staff recommend the City enter into a contract with VMC to perform City Project No. 2024-18 – Monopole Feasibility Study.

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

1. VMC's proposal in the amount of \$54,700.00 is hereby accepted for the performance of a citywide lead service line inventory as part of Project No. 2024-18 – Monopole Feasibility Study.

2. The Mayor and Clerk are hereby authorized and directed to enter a Work Order Contract with VMC, LLC for Project No. 2024-18 in the amount of \$54,700.
3. The Public Works Director is authorized to direct the use of contingency funds up to 7% of the Contract amount (\$4,000) for minor changes in need or scope that may occur through the feasibility review process.
4. The costs for these services will be funded through the General Fund (Fund 101) as part of the Engineering Division Professional Services Budget (Account 101.43.5100.442.30700), utilizing carryover dollars approved by the City Council on February 26, 2024, in the total amount of \$58,700.

Adopted by the City Council of the City of Inver Grove Heights this 26th day of February 2024.

John Murphy, Acting Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Monopole Feasibility Study

Project Identification: This work involves providing services for the feasibility review, cost estimation, lessee agreement coordination, and preliminary design for a telecommunications monopole facility to be owned by the City of Inver Grove Heights and located near the intersection of 50th Street and Babcock Trail.

This written authorization to proceed and work order contract (work order contract) is between the City of Inver Grove Heights (City) and **VMC, LLC (VMC)**, a Limited Liability Corporation, Address: 1650 West End Blvd., Suite 100, St. Louis Park, MN 55416 ("Contractor"). This work order contract is issued under the authority of the City of Inver Grove Heights Master Professional Services Agreement between the City and Contractor ("Master Services Agreement") and is subject to all applicable provisions of the Master Services Agreement, which is incorporated herein by reference.

Recitals

1. The Contractor will furnish all products and perform all services defined in Article 2 of this Work Order Contract, Scope of Work and Deliverables contained herein.
2. As an exploratory effort, the City requests a Contractor perform services in a phased manner, to ensure that the project parameters are found to be feasible and scoping is performed in a manner to insure fiscal viability of the construction of a monopole facility are found to be in the best interest of the City of Inver Grove Heights.

Work Order Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

1.1. Effective Date:

This work order contract will be effective on the date that all required signatures are obtained by City. The Contractor must not begin work under this work order contract until ALL required signatures have been obtained and Contractor has been notified in writing to begin such work by City's Authorized Representative.

1.2. Expiration Date:

This Work Order Contract will expire on **June 30, 2025**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3. Exhibits:

Exhibits A through Exhibit B are attached and incorporated into this work order contract.

Exhibit A = Specifications, Duties, and Scope of Work

Exhibit B = Progress Report Form

2. Scope of Work and Deliverables:

- 2.1. The Contractor, who is not a city employee, will provide the following services under this work order contract: complete the tasks listed in **Exhibit A**. The Scope of Work (SOW) contained in **Exhibit A** has been completed by the Contractor with input from the City's Authorized Representative, and includes all assumptions made in the development of the SOW. The Contractor's assumptions or estimate of work will not supersede or take precedence over the requirements to deliver the specific scope items listed in this contract.
- 2.2. Deliverables are defined as the work product created or supplied by the Contractor pursuant to the terms of this work order contract.

The summary of the deliverables of this work order contract are as follows:

<u>Items</u>	<u>Date Due</u>
Expected Notice to Proceed	February 2024
Preliminary Site Review	March 2024
Telecom Company Outreach Summary	April 2024
Feasibility Report (Draft)	June/July 2024
Feasibility Report (Final)	August/September 2024

- 2.3. The City's Project Manager has the authority to update and adjust all interim project schedule dates, when necessary, at progress meetings within the terms of the work order contract.

3. Items Provided and/or Completed by the City:

- 3.1. After authorizing the Contractor to begin work, the City will furnish any data or material in its possession relating to the project that may be of use to the Contractor in performing the work.
- 3.2. All such data furnished to Contractor, will remain the property of the City and will be promptly returned upon the City's request or upon the expiration or termination of this work order contract.
- 3.3. The Contractor will analyze all such data furnished by the City. If Contractor finds any such data to be incorrect or incomplete, Contractor will bring the facts to the attention of City before proceeding with the part of the project affected. The City will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.

4. Consideration of Payment:

- 4.1. **Consideration.** The City will pay for all services performed by Contractor under this contract as follows:

- 4.1.1. **Compensation.** Contractor will be paid for hours worked during each invoice period on an hourly unit rate basis in accordance with the most current rate schedule for the period the work is being performed.

In accordance with the Master Professional Services Agreement, Article 5, the Consultant may update its fee schedule annually.

- 4.1.2. **Overtime.** The City will not pay directly for any overtime worked by a Contractor or a subcontractor.
- 4.1.3. **Direct Expense Costs.** Allowable direct expense costs include project specific costs and are items not otherwise included in overhead costs. Travel expenses and open house materials that are specific to this project are examples of Direct Expense Costs that are allowed. Any Direct Expense Costs that are necessary for Contractor to reasonably conduct day to day work must be approved, in writing, by the City's Authorized Representative prior to expenditure (i.e., costs that would normally be considered overhead costs).
- 4.1.4. **Travel Expenses.** The Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "IRS Publication 463, Travel, Gift, and Car Expenses".
- 4.1.5. **Total Obligation.** The total obligation of City for all compensation and reimbursements to Contractor under this contract will not exceed **\$54,700.00**. In the event the Contractor believes the combined costs for work will result in an exceedance of this value, the Contractor will notify the City's Authorized Representative in-writing before incurring such costs, so that an update to this Work Order Contract may be considered.

- 4.2. **Fee Estimate.** The current hourly fee schedule for the Contractor is included in **Attachment 1**.

5. Terms of Payment:

- 5.1. The City will promptly pay all valid obligations under this work order contract as required.
- 5.2. The Contractor must submit invoices electronically for payment, monthly, using the cover letter format set forth in **Exhibit B**. Attach supporting hourly breakdown demonstrating work performed over the invoice period.
- 5.3. The Contractor must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to the City's Finance Department, at invoices@ighmn.gov. If the Contractor cannot support electronic submission of the invoice package, the Contractor must contact the City's Authorized Representative for possible alternatives.

6. Contractor's Project Manager:

6.1. Contractor's Project Manager for this work order contract will be:

Name/Title: Dale Romsos
Address: 1650 West End Blvd.
Suite 100
St. Louis Park, MN 55416
Telephone: 715-645-9630
E-Mail: dale.romsos@vmcllc.com

7. City's Project Manager and Authorized Representative:

7.1. City's Project Manager and Authorized Representative for this work order contract will be:

Authorized Representative/Project Manager

Name/Title: Brian Connolly, P.E.
Address: 8150 Barbara Ave
Inver Grove Heights
MN, 55077
Telephone: 651-450-2571
E-Mail: bconnolly@ighmn.gov

City's Authorized Representative, or their successor, will sign progress reports, review billing statements, and make recommendations to City's Finance Department for certification of payment of each Invoice submitted by the Contractor.

8. Termination and Suspension

8.1. Termination by the City

The City or the City's Administrator may terminate this contract at any time, with or without cause. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

8.2. Termination for Insufficient Funding

The City may immediately terminate this work order contract if it does not obtain funding from the City Council, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Contractor. The City is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The City will not be assessed any penalty if the work order contract is terminated because of the decision of the City Council, or

other funding source, not to appropriate funds. The City must provide the Contractor with notice of the lack of funding within a reasonable time of the City's receiving that notice.

8.3. **Suspension**

The City may immediately suspend this work order contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by the Contractor during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

9. Plain Language; Accessibility Standards

9.1. **Plain Language**

Except for designs, plans, layouts, maps and similar documents, the Contractor must provide all deliverables in "Plain Language". Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, the Contractor will take the following steps in the deliverables:

- Use language commonly understood by the public.
- Write in short and complete sentences.
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

In witness whereof, Consultant and City and caused this Agreement to be executed on their behalf by the proper officers.

Date: _____, 20__

CITY OF INVER GROVE HEIGHTS

BY: _____

John Murphy

Its: Acting Mayor

BY: _____

Rebecca Kiernan

Its: City Clerk

Date: _____, 20__

CONSULTANT

BY: _____

IT'S: _____

Exhibit A: Scope of Work and Deliverables

Project Overview

This project includes providing services for the feasibility review, cost estimation, lessee agreement reviews and coordination, and preliminary design for a telecommunications monopole facility to be owned by the City of Inver Grove Heights and located at 5030 Babcock Trail (Dakota County Parcel ID 2014800001012).

This work is proposed to occur in phases, in the general order provided within this Exhibit. The impetus for this project is twofold:

- 1) The City is endeavoring to completely rehabilitate the interior and exterior of the water tower located at 1770 50th Street in 2027, and desires to have telecom facilities currently operated by AT&T and T-Mobile under existing lease agreements removed from the water tower permanently; and
- 2) The Lease agreements for AT&T and T-Mobile at the 50th Street water tower site at 1770 50th Street expire at the end of 2025.

The scheduling of this review is intended to find a common solution that prevents the need for additional lease agreement negotiation or re-work on the part of both the City and impacted telecom companies in coordinating efforts around the water tower rehabilitation project.

The City of Inver Grove Heights has engaged VMC LLC to provide a Telecommunication Tower Feasibility study. The following Scope of Work (SOW) provides a detailed description of the services to be performed.

Task 1 - Tower Site Due Diligence

It is the understanding of VMC that the City's intent with the proposed telecommunications structure is to maintain comparable customer service equal to the existing overall coverage by the present carriers compared to the existing 50th St E water tower and Babcock Trail sites. Furthermore, we will evaluate opportunities for expansion by the existing carriers, and VMC will consider the feasibility of additional tenants. Finally, the tower structure's design should consider efficiencies that are in alignment with the existing carrier's continual need for site and or technology upgrades.

Task 1.1 - Tower Site Selection

The proposed services under this task will include:

- Identification of co-location capacity requirements to determine structure suitability:
 - Review of current carrier/Tenant tower equipment based on City provided information.
 - Confirm Tenant RAD center requirements.
 - Review existing Tenant ground space requirements.
 - Facilitate Tenant meetings.
- Review the merits of tower design considering both monopole and lattice styles based on the above information and ground area available to the City for construction.

- Facilitate milestone meetings with the City (Assumes four (4) meetings).

Task 1.2 - Site Survey

VMC will conduct a site survey that will include the following:

- All existing pertinent utility locations, including both public and private utilities.
- New legal description for Cell Tower site.
- Easement description for Cell Tower access.
- Certificate of Survey that indicates the legal description and an easement assessment.

VMC will also identify and or provide recommendations, based on Tenant meeting input and additional site utilities. Upon completion, survey data will be provided to the City.

Task 1.3 - Geotechnical Survey

The City will perform soil boring at the 50th St. E water tower site and Babcock Trail cellular site for the preliminary site assessment as part of a separate contract effort. VMC will assist the City in identifying the best location for soil borings, and any technical details that will be beneficial in completing that work (size of borings, depth of borings, etc.). The City will provide these reports to VMC, who will use these reports as part of the feasibility study to:

- Review existing geotechnical documentation of site soils and bedrock conditions.
- Provide a preliminary assessment of tower foundation types, consisting of mass concrete or drilled shaft.
- Refine foundation concepts and costs and coordinate with cell tower manufacturers.
- Provide a geotechnical memorandum summarizing foundation analysis and costs.

Task 1.4 - Geotechnical Survey Additional Services

If it is determined by VMC that additional geotechnical information for the project is required (beyond that provided in the existing site geotechnical investigation report), VMC will request an amendment to this proposal to compensate VMC for this additional scope of services for the project. Additional geotechnical survey services that may be required may include the following:

- Perform additional soil borings.
- Provide a geologist log of the soil parameters.
- Perform compressive strength tests of any rock cores.
- Coordinate additional drilling and testing.
- Update foundation concepts, costs and memorandum based on additional soil and bedrock information.

Task 1.5 - Telecommunication Company Outreach

Contact local and national representatives for existing telecom lessees located on the City's water tower site at 1770 50th Street (T-Mobile and AT&T) and at the current antenna facility located at 5030 Babcock Trail (Verizon).

- Gauge interest by telecom companies to co-locate on a City-owned monopole facility
- Review potential cost impacts that may be expected by telecom companies for such relocation (including proximity of in-place infrastructure facilities, timing/schedule for relocation, general expectations for up-front and monthly/annual rent, etc.).
- Identify what site provisions would be necessary for the City to provide in the event that relocation occurs (access, ground lease/equipment sheds, installation height requirements, etc.).

Identify if there are other telecom providers who do not have current leases with the City that may have an interest in co-locating at 5030 Babcock Trail.

Review existing site lease with Verizon (American Tower) and determine if there is a reasonable clause to terminate that agreement (cooperatively or otherwise), and what impacts such a termination might have on the construction of a City-owned monopole facility at the site.

Upon completion of this task:

- Provide a summary of telecom company correspondences, with noted contact names, emails, and phone numbers for AT&T, T-Mobile, and Verizon for future coordination on this effort (provide multiple contacts if necessary).
- Identify any telecom-company constraints or restrictions.
- Summarize the interest level of each company in advancing a co-location effort, using a method that clearly articulates whether a company has a willingness to partner with the City on this project effort.
 - If a company does not have an interest, provide recommendations for the City to consider in evaluating future lease arrangements (can we compel a telecom company to cooperate or terminate/restrict their lease).
- Identify any fiscal information that was gathered through this process, including relocation costs for each telecom company, up-front payments that could be sustained for relocating to a City-owned monopole facility, and anticipated monthly rent (compare to current agreements).

Task 2 - Regulatory Due Diligence

Regulatory due diligence includes a Federal Aviation Administration (FAA) Airspace Analysis and 7460-1 Notice of Proposed Construction filing, antenna structure registration with the Federal Communications Commission (FCC), an environmental site assessment, and National Environmental Policy Act (NEPA) environmental due diligence.

Task 2.1 - FAA Airspace and Notice of Proposed Construction

- VMC will conduct an airspace assessment to identify airspace impacts, lighting requirements and to determine if a 7460-1 Notice of Proposed Construction filing is required by the FAA.
- Structures in the vicinity of airports and 200 feet or above the ground require filing. As part of the 7460, a 1A survey certification is required for sites where towers or antennas are installed or are planned to be installed.
- A 1A survey accuracy is defined as a horizontal accuracy of +/- 20 feet and a vertical accuracy of +/- 3 feet, by the FAA. VMC will work with the surveyor to develop a letter of survey accuracy to be included with the filing of the 7460-1 Notice of Proposed Construction form to FAA.
- VMC will incorporate the surveyed latitude and longitude coordinates of the tower or structure along with elevations of the tower, structure and installed or proposed antennas.
- VMC will manage the FA submittal through the issuance of a Determination of No Hazard

Task 2.2 - Antenna Structure Registration

VMC will prepare an ASR application (FCC Form 854, Application for Antenna Registration). The ASR application will include the No Hazard Determination from the FAA which will result from Task 2.1.

Task 2.3 - Phase 1 Environmental Site Assessment

- Provide site investigation.
- Complete research applicable to the site/intended site use.
- Complete and provide an assessment report representative of above site investigation and research.

Task 2.4 - National Environmental Policy Act Due Diligence

- Letters- CLG (Certified Local Government), US Fish and Wildlife, Public Notice.
- Cultural Resources: Architectural & Archeological- surveys and reporting plus SHPO (State Historic Preservation Office) consultation.
- TCNS (Tower Construction Notification System): FCC communication regarding Tribal participation.

City Contract No.: 23-27_IGHMSA_E_WO_18
City Project No.: 2024-18

- Note: Pass through fees may occur at this time.
- NEPA Package Tower Colocation - Provide (1) professional NEPA Checklist and Summary Report addressing the below facets for a selected cell site location.
- NEPA (National Environmental Policy Act), includes: SHPO, THPO, Flood Plain, Endangered Species, Wilderness Area, Wildlife, and Surface Features.
- Provide all public notifications, as required.
- Coordinate bio monitoring (if required).
- Provide NEPA report to client, including direction and pricing of approval conditions, as applicable.

Task 3 - Financial Cost Assessment

The proposed services under this task will include:

- Preparation of cost estimate for:
 - Monopole
 - Lattice tower
 - Immediate site preparation (including utilities)
 - Engineering (include an identification of general tasks)
- Provide cost determination for decommissioning and site restoration of tenants from the water tower.

Task 4 - Development of Project Schedule and Documentation

The City's identified goal is to begin relocation of Tenants to the proposed City of Inver Grove Heights site by the end of 2025, with timing based on the Tenants lease time table/expiration, or as desired by the Tenant. It should be noted by the City that the project itself will be driven by the completion or time table of the feasibility study, which itself is governed by the permitting process. Upon authorization from the City of Inver Grove Heights VMC will immediately proceed with tasks as identified above. Assuming a permitting process for both the ASR and NEPA of approximately 120 days it is our intent to complete the project, including submission to the City within six (6) months.

The proposed services under this task will include:

- Develop a project time-line that references the process from engineering and bidding to completion of construction.
- Provide a comprehensive draft and final report inclusive of all the above information and our recommendations for the project.

City Contract No.: 23-27_IGHMSA_E_WO_18
City Project No.: 2024-18

- Facilitate a review session with City staff to review the initial draft.
- Provide a final report draft - 3 copies (Assumes formal presentation to the City Council)

City Contract No.: 23-27_IGHMSA_E_WO_18
City Project No.: 2024-18

Exhibit B: Progress Report Form (SAMPLE)

For Invoice No.: _____

City Contract No.: **23-27_IGHMSA_E_WO_18** Billing Period: from _____ to _____
City Project No.: 2024-18

Contract Notice to Proceed Date: **February XX, 2024**
Contract Expiration Date: **June 30, 2025**

VMC, LLC
1650 West End Blvd
Suite 100
St. Louis Park, MN 55416

Contractor Project No. **PROJECT NO.**

Description	Compensation	Amount Billed to Date	Previous Amount Billed	Current Amount Due
Tower Selection	\$10,700			
Site Survey	\$4,000			
Geotechnical Survey Summary	\$6,500			
Geotechnical Survey Additional Service	\$10,000			
Administration	\$4,000			
FAA Airspace	\$1,800			
ASR Registration	\$1,000			
Phase I Environmental	\$3,700			
NEPA	\$3,000			
Financial Cost Assessment	\$3,000			
Project Schedule and Documentation	\$7,500			
Total	\$54,700			

Contractor's Project Manager

Date

Attachment 1: Detailed Contractor Fee Estimate

VMC proposes to complete the above services for a total cost of **\$54,700**. The project will be billed out on a time and material and lump sum basis based on the Master Service Agreement **Table 1** details a breakdown of the project cost.

Task Description	Major Subtask	Fee
1.0 Tower Site Due Diligence		
	Tower Selection	\$10,700.00
	Site Survey	\$4,000.00
	Geotechnical Survey Summary	\$6,500.00
	Geotechnical Survey Additional Service	\$10,000.00
Subtotal		\$31,200.00
2.0 Regulatory Due Diligence		
	Administration	\$4,000.00
	FAA Airspace	\$1,800.00
	ASR Registration	\$1,000.00
	Phase I Environmental	\$3,700.00
	NEPA	\$3,000.00
Subtotal		\$13,000.00
3.0 Financial Cost Assessment		\$3,000.00
4.0 Project Schedule and Documentation		\$7,500.00
Subtotal		\$10,500
Total		\$54,700.00

Hourly cost estimates are as defined in the Master Service Agreement. Costs for extra work requested will be based on the current fees as noted in the Master Service Agreement at the time the work is performed.



Request for Council Action

SUBJECT: **Annual Update to the City of Inver Grove Heights
Emergency Operations Plan**

MEETING DATE: February 26, 2024
ITEM TYPE: Consent Agenda
CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving an annual **update** to the City of Inver Grove Heights Emergency Operation Plan (EOP).

BACKGROUND

Minnesota Statutes, Section 299K.05 stipulates that "Political subdivisions should prepare emergency plans that adequately address the requirements contained in section 11003 of the federal act. The emergency plan may be a part of a plan prepared by a political subdivision in accordance with chapter 12."

The "federal act" is the Emergency Planning and Community Right to Know Act, otherwise known as Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986. SARA Title III includes several requirements regarding the development, exercising, and updating of a local emergency plan. SARA Title III recommends the plan be updated every two years to maintain accuracy, however, Inver Grove Heights has typically done an annual EOP update.

The Federal Emergency Management Agency (FEMA) has developed a Comprehensive Preparedness Guide (CPG) 101 to provide recommendations on developing EOPs. The CPG promotes a common understanding of the fundamentals of risk-informed planning and decision-making to help planners produce integrated, coordinated, and synchronized plans. The goal of CPG 101 is to make the planning process routine across all phases of emergency management and for all homeland security mission areas.

The Minnesota Department of Public Safety Division of Homeland Security and Emergency Management (HSEM) has also developed a local EOP crosswalk known as the MNWALK that is used by HSEM and Dakota County to evaluate the completeness of local EOP's. The Inver Grove Heights updated EOP has been deemed MNWALK compliant by the Dakota County Emergency Preparedness Coordinator.

The official EOP documents are not available to the public.

Once the EOP has been approved and certified, the updated EOP will be distributed to individuals identified on the EOP distribution list.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends the City of Inver Grove Heights adopt the updated City of Inver Grove Heights Emergency Operation Plan (EOP). Allowing the EOP to be certified by the Mayor and the Chief of Police (Emergency Preparedness Coordinator).

ATTACHMENTS

1. Resolution for EOP 2024
2. 2024 IGH EOP Signature page

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

**RESOLUTION TO ADOPT THE 2024 INVER GROVE HEIGHTS EMERGENCY OPERATIONS
PLAN**

RESOLUTION NO.____

WHEREAS, the City of Inver Grove Heights desires to follow Minnesota State Statute 12, "Emergency Management," and

WHEREAS, requires that the governing bodies plan and prepare to deal with disasters; and

WHEREAS, the city adopts plans specific to the situations that may arise within the geographical area and plans covering all hazards; and

WHEREAS, the city must train and practice on written plans; and

WHEREAS, the city must review for compliance and submit for review to the Dakota County Emergency Manager who will then forward to the State of Minnesota the plan for review and approval; and

WHEREAS, the City Council of the City of Inver Grove Heights believes that adopting a plan and updating the plan will enhance the safety and security of the citizens of the City of Inver Grove Heights.

NOW, THEREFORE BE IT HEREBY RESOLVED that the City Council of the City of Inver Grove Heights adopts by a resolution the 2024 Inver Grove Heights Emergency Operations Plan.

Adopted by the City Council of the of Inver Grove Heights this 26th day of February 2024.

Ayes:

Nays:

John Murphy, Acting Mayor

Attest:

Rebecca Kiernan, City Clerk

CERTIFICATION OF PLAN APPROVAL

This page documents approval of the Basic Plan, Emergency Support Functions, SARA Title III, and the Resource Manual.

Plan prepared and submitted by City of Inver Grove Heights Emergency Manager: **(MNWALK #3)**

Signature: _____

Date: _____

Plan approved by City of Inver Grove Heights Mayor: **(MNWALK #1)**

Signature: _____

Date: _____

ADOPTED BY RESOLUTION:

Date of Adoption:



Request for Council Action

SUBJECT: **Resolution Granting Variance to Exceed the Maximum Fence Height in the Front Yard at 6974 Bovey Trail**

MEETING DATE: February 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, granting a variance to allow a six-foot, privacy fence in the front yard for the property located at 6974 Bovey Trail (Jendra, Case No.24-01V).

- Requires 3/5th's vote
- 60-days: February 27, 2024

BACKGROUND

The applicant is requesting a variance to construct a six-foot privacy fence within the front setback of the property. The applicant's property is located at the corner of Bovey Trail and the entrance to North Valley Park. The property has a long front yard that narrows as you go towards the park entrance. The proposed fence would meet other code requirements such as providing a visibility triangle at the corner and would be located at least 15 feet from the curb. The majority of the proposed fence would be in compliance with height, visibility, and setback requirements.

The request is not out of character for the neighborhood and is consistent with the comprehensive plan. The proposed six-foot solid fence does not appear to have an adverse impact on the neighborhood or affect visibility at the intersection for people leaving the park. The property has a unique shape and abuts the entrance to North Valley park. The additional fence height will ensure safety and privacy for the applicant and his family.

FISCAL IMPACT

None.

RECOMMENDATION

Staff: Staff recommends approval of the fence height variance.

Planning Commission: At the February 6, 2024, public hearing, the applicant was present and no members of the public testified. The Planning Commission unanimously recommended approval of the request.

ATTACHMENTS

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

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

RESOLUTION NO. 2024-

**RESOLUTION APPROVING A VARIANCE TO ALLOW A SIX-FOOT PRIVACY FENCE
WITHIN THE FRONT SETBACK**

**CASE NO. 24-01V
Jendra**

Property located at 6974 Bovey Trail and legally described as follows:

LOT 5, BLOCK 2, EAGLES LANDING, according to the recorded plat, Dakota
County, Minnesota

WHEREAS, the applicant is requesting a variance to construct six-foot privacy fence within the front setback, whereas 48 inch in heights and 75% opacity is required for fences within the front setback;

WHEREAS, the afore described property is zoned R-1C, Single-Family Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on February 6, 2024 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- b. The variance request does not appear to have any adverse impacts on the neighboring properties.
- c. The property is unique in that it abuts a park entrance. The proposed fencing would help ensure safety for the applicant and his family.
- d. The property is unique in shape and narrows in width. The property is 126 feet in width along the north lot line and 48 feet along the south, side lot line.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a six-foot, privacy fence within the front setback is hereby approved subject to the following condition:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 26th day of February, 2024.

Brenda Dietrich, Mayor

Ayes:

Nays:

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: February 6, 2024

SUBJECT: Variance request to install a six-foot privacy fence that encroaches into the front setbacks of the property at 6974 Bovey Trail (Kevin Jendra – Case No. 24-01V).

Reading of Public Notice

Secretary Presley read the Public Hearing Notice. Notices were mailed to 5 property owners on January 18, 2024.

Presentation of Request

City Planner Hunting presented a summary of the staff report.

Opening of Public Hearing

Kevin Jendra, 6974 Bovey Trail, Applicant, stated he has read and understands the report.

Chair Weber closed the public hearing.

Planning Commission Recommendation

Motion by Heidenreich, Second by Presley, to Approve the Variance request to construct a six-foot privacy fence within the front yard setback with the condition listed in the staff report.

Ayes: 6

Nays: 0 Motion Carried.

The item is tentatively scheduled to go to City Council on February 26, 2024.



Planning Commission Report

MEETING DATE:	February 6, 2024
CASE NO:	24-01V
APPLICANT:	Kevin Jendra
PROPERTY OWNER:	Same as Applicant
REQUEST:	Variance to allow a six-foot privacy fence within the front setback
LOCATION:	6974 Bovey Trail
COMPREHENSIVE PLAN:	LDR, Low Density Residential
ZONING:	R-1C, Single-Family Residential
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The request consists of the following:

- A **Variance** from City Code Section 10-15-12 to allow a six-foot privacy fence within the front yard.

BACKGROUND

The applicant is requesting a Variance to install a six-foot privacy fence within the front setback of the property. City Code states that a fence in the front yard area shall provide no less than seventy-five percent (75%) clear visibility and shall be no higher than forty-eight inches (48"). The applicant's property is located at the corner of Bovey Trail and the entrance to North Valley Park. The property has a long front yard that narrows as you go towards the park entrance. The proposed fence would meet other City Code requirements such as providing a visibility triangle at the corner and being located at least 15 feet from a curb. It is only the southwest corner of the proposed fence that encroaches into the setback. The remainder of the fence would be in compliance with the City Code.

EVALUATION OF REQUEST

The following Land Uses, Zoning Districts, and Comprehensive Plan designations surround the property:

North, South & West	Single-Family Residential	Zoned: R-1C, Single-Family Residential	Guided: LDR, Low Density Residential
East	Park Property	Zoned: P, Institutional	Guided: Public Open Space

ENGINEERING REVIEW

Engineering has reviewed the request and takes no exception to the proposed fence location. The location of the fence is outside the 30-foot visibility triangle at the corner of the park entrance and Bovey Trail.

VARIANCE REVIEW

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

1. The Variance request is in harmony with the general purpose and intent of the City Code and consistent with the Comprehensive Plan.

The request is not contrary to the residential use of the property or area as defined in the Comprehensive Plan. The proposed fencing would meet all other City Code requirements including materials and visibility from intersections.

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

One of the functions of the fencing requirements is for consistency of structure placement and aesthetic qualities from street, and neighboring views. The proposed fencing would not be out of character for the area. The Variance request is reasonable as the property is abutting park land to the east and the entrance to the park to the south. The proposed use of a solid fence provides the homeowner privacy within his yard.

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

The lot does have special conditions that do not apply to other properties in the area. The entrance to North Valley Park is about five feet from the applicant's property line. Additionally, the property is 157 feet in length along the front property line and 48 feet along the south side lot line. The long front property line limits the location a privacy fence may be located on the property without a Variance. To provide better privacy, security and to distinguish the location of the property boundaries, the applicant is requesting to install a fence that would encroach within the front yard setbacks.

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

One of the functions of setback requirements is to maintain consistency of structure placement and aesthetic qualities from street and neighboring views. Staff does not believe the improvements would alter the essential character of the neighborhood as there are no homes directly south of the property where the encroachment is the greatest, just the entrance to the park.

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

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

A. Approval. If the Planning Commission finds the application acceptable, the following request should be recommended for approval:

- Approval of a **Variance** to construct a six-foot privacy fence within the front yard setback with the condition listed.

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

Rationale: The request is not out of character for the neighborhood and is consistent with the Comprehensive Plan. The proposed six-foot privacy fence does not appear to have an adverse impact on the neighborhood or affect visibility at the intersection for people leaving the park. The property has a unique shape and abuts access to North Valley Park. The additional fence height will ensure safety and privacy for the applicant and his family.

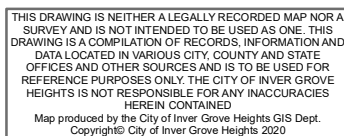
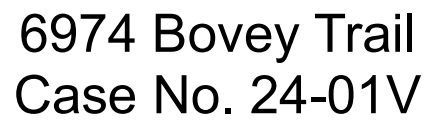
B. Denial. If the Planning Commission does not favor the proposed Variance, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report and the condition listed in Alternative A, staff is recommending approval of the requested Variance.

ATTACHMENTS

1. Location and Zoning Map
2. Narrative
3. Site Plan
4. Aerial Demonstrating Variance Area
5. Letter from Neighboring Property



Map not to scale

Variance Narrative

For: Kevin Jendra and Abby Anderson

Site Address/Tax I.D. #:

6974 Bovey Trail, Inver Grove Heights, MN 55076

20-22470-02-050

Date Prepared:

12/20/2023

Reason for Variance Request:

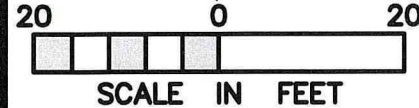
The property located at 6974 Bovey Trail is unique in that, by definition, it has a long front yard along the entire length of Bovey Trail, which curves behind the South-West front corner of the house. A 6-foot vinyl maintenance free privacy fence (as proposed per the fence plan submitted with the permit application) that runs perpendicular to the south-side of the house would fall within the 30-foot front yard setback due to the curvature of Bovey Trail and the Property. Following the 30-foot front yard setback would result in a loss of yard space, which is trying to be maximized for use by the owners of the property as the majority of the property sits to the south of the house. Due to the proximity to North Valley Park to the East, a 6-foot fence was chosen as it provides the best sense of privacy and security for the residence.

Additionally, due to the topography of the lot, installing the fence per the proposed plan would allow the fence to be the most level and uniform across the west side (front) of the property. There is a steep decline from the front of the property (west) to the back of the property (east) that would result in difficulties with fence installation, uniformity and any future maintenance of the fence.

The proposed fence plan does not interfere with any neighboring property sightlines and provides adequate traffic visibility for those on Bovey Trail and North Valley Park Entrance Drive.

FINAL GRADE AS-BUILT SURVEY

NOTE: ALL LOT IRON MONUMENTS IN PLACE AS OF 8-26-2022



Legal Description:

LOT 5, BLOCK 2,
EAGLES LANDING
DAKOTA COUNTY, MINNESOTA

895.47 (895.33) = FINISHED GARAGE FLOOR ELEVATION
(896.33) = TOP OF FOUNDATION ELEVATION (HOUSE)
(886.66) = BASEMENT FLOOR ELEVATION
000.00 = DENOTES VERIFIED AS-BUILT ELEVATION

NOTE: DROP GARAGE 1 COURSE

LEGEND

- 000.0 DENOTES EXISTING ELEVATION
- (000.0) DENOTES PROPOSED ELEVATION
- 000.0 DENOTES AS BUILT ELEVATION
- ← DENOTES DIRECTION OF SURFACE DRAINAGE
- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- DENOTES WOOD HUB
- ⊙ DENOTES NAIL
- ⊞ DENOTES EXISTING UTILITY BOX
- DENOTES EXISTING POWER POLE
- ⊙ DENOTES EXISTING LIGHT POLE
- ⊙ DENOTES EXISTING STORM MANHOLE
- □ DENOTES EXISTING CATCH BASIN
- △ DENOTES EXISTING F.E.S.
- ⊙ DENOTES EXISTING HYDRANT
- ⊙ DENOTES EXISTING SERVICE OR CLEANOUT
- ⊙ DENOTES EXISTING SANITARY MANHOLE
- ⊙ DENOTES EXISTING CONSERVATION POST OR WET LAND BUFFER POST
- ⊙ DENOTES EXISTING TREE
- 8" TREE 000.0
- □ □ DENOTES EXISTING RETAINING WALL
- ⊞ ⊞ ⊞ DENOTES PROPOSED RETAINING WALL
- ⊞ DENOTES EXISTING TREELINE
- □ — DENOTES EXISTING FENCE

1. No specific soils investigation has been performed on this lot by the surveyor. The suitability of the soils to support the specific house is not the responsibility of the surveyor.
2. No title information was provided for this survey. This survey does not purport to show all easements of record.
3. See architectural plans for final building dimensions.

LOT AREA : 11,894 SQ. FT.
HOUSE AREA : 1,587 SQ. FT.
PORCH AREA : 56 SQ. FT.
PATIO AREA : 48 SQ. FT.
DRIVEWAY AREA : 1,019 SQ. FT.
SIDEWALK AREA : 87 SQ. FT.
TOTAL IMPERVIOUS AREA : 2,797 SQ. FT. (23.5%)

I hereby certify that this is a true and correct representation of a tract as shown and described hereon. As prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Russell P. Damlo
RUSSELL P. DAMLO Minn. Reg. No. 19086

8-29-2022
Date

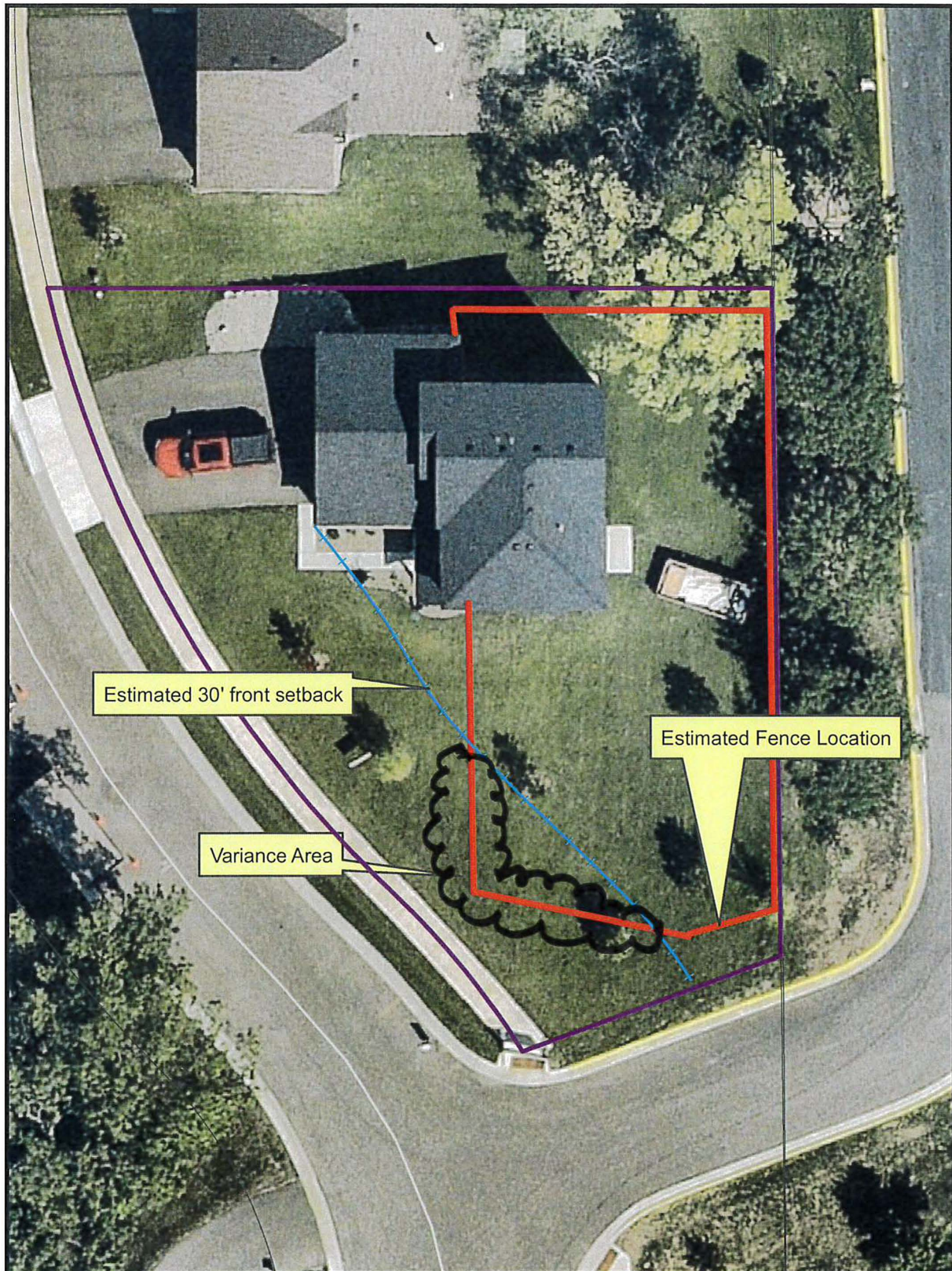
PREPARED FOR:
FIELDSTONE FAMILY HOMES

PROJECT NO. 17697.00
ADDRESS: 6974 BOVEY COURT E.
INVER GROVE HEIGHTS
BUYER: MODEL 1

PROBE ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS,
PLANNERS and LAND SURVEYORS
1000 EAST 146th ST., STE. 240, BURNSVILLE, MN 55337 PH (952)432-3000



6974 Bovey Trail Case No. 24-01V



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright© City of Inver Grove Heights 2020



Map not to scale

From: [Miklya, Liz \(MIN-WSW\)](#)
To: [Stacy Bodsberg](#)
Subject: comment re: Case no. 24-01V
Date: Monday, January 29, 2024 2:01:39 PM
Attachments: [image001.png](#)

Hi Stacy,

I'd like to submit a comment for the Planning Commission's consideration re: the variance request from Kevin Jendra at 6974 Bovey Trail to put in a solid fence on their property.

My husband and I live across the street at 6917 Bovey Trail. We are aware the owner has two dogs and we support their need to install a fence. Their property backs up to a road that serves as the entrance to North Valley Park, which gets fairly busy in the summer. A fence will allow them to let their dogs be in the yard and be safely contained. We have no issues with the property owner installing a fence.

Respectfully,
Liz and Jay Miklya

Liz Miklya

Sr. Vice President | Corporate and Public Affairs

webershandwick.com



#1 on PRovoke Global's Creative Index (2021, 2022)
Fast Company's Best Workplaces for Innovators (2023)
Most awarded PR agency at Cannes (2023)

This message contains information which may be confidential and privileged. Unless you are the intended recipient (or authorized to receive this message for the intended recipient), you may not use, copy, disseminate or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail, and delete the message. Thank you very much.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Request for Council Action

SUBJECT: Rental Housing Licenses**MEETING DATE:** February 26, 2024**ITEM TYPE:** Regular Business**CONTACT:** Mary Lein, Assistant to the Chief Building Official, 651-450-2552

ACTION REQUESTED

The Council is asked to consider approval of rental housing 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.

The following rental license applications have been submitted:

RENTAL ADDRESS	PROPERTY OWNER	PROPERTY MANAGER
4919 Bisset Ln	Matthew & Renae Bonin Cottage Grove, MN	Matthew Bonin Cottage Grove, MN
7426 Carmen Ave	Saver Properties LLC Inver Grove Heights, MN	Jesse Saver Inver Grove Heights, MN
7461 Cloman Way	Andrew & Andrea Myers Mendota Heights, MN	Mauzy, Christopher Lakeville, MN
6971 Dickman Trl	William & Kathleen McPhillips Inver Grove Heights, MN	William McPhillips, Inver Grove Heights, MN
7952 Charles Way	Minnesota Capital Management LLC Minneapolis, MN	Hunter Messerschmidt Minneapolis, MN
6020 Cahill Ave	Cahill Place LLC Duluth, MN	Nathanial Browning South St. Paul, MN

8287 Delaney Ave	RES Holding LLC Eagan, MN	Jennifer Lee Olson Minneapolis, MN
5205, 5220, 5250, 5270, 5285, 5300, 5315, 5320, 5350, 5365 & 5370 Greystone Dr	Greystone Heights Townhomes Ltd Partnership Edina, MN	Amanda Garcia Lamadrid Inver Grove Heights, MN
7384 Borman Ave	Kimberly Rinehart & Robert Gear Lake Elmo, MN	Robert Gear Lake Elmo, MN
7382 Borman Ave	Kimberly Rinehart & Robert Gear Lake Elmo, MN	Robert Gear Lake Elmo, MN
1405, 1445, 1455, 1465 & 1475 Upper 55th	Salem Green Ltd Ptnshp St. Paul, MN	Kaylah Kasal Eagan, MN
3926 67th St E	Perrin & Jodi Werner Higashikurume, Japan	Karen Donais Princeton, MN
3604 77th St E	Realty Pros LLC Minneapolis, MN	Scott Ficek Minneapolis, MN
8889 Brunell Way	Megan Schindeldecker St. Paul, MN	Megan Schindeldecker St. Paul, MN
5445 Babcock Trl #104	Pediment Properties LLC South St. Paul, MN	Daniel Loeffelholz South St. Paul, MN

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

FISCAL IMPACT

None

RECOMMENDATION

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

ATTACHMENTS

None



Request for Council Action

SUBJECT: Second Reading of Ordinance Amending City Code Related to Residential Accessory Structures

MEETING DATE: February 26, 2024
ITEM TYPE: Regular Business
CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to consider the second reading of the attached Ordinance, amending the City Code as it relates to residential accessory structures.

BACKGROUND

In recent years, the City Council has considered multiple requests for variances from the zoning chapter of the City Code as it relates to accessory structures on larger residential lots. As a result, after Council discussion, staff and Planning Commission review, the attached Ordinance has been prepared, which would increase the maximum accessory structure size allowed for lots of five acres or more in the Agricultural (A) and Estate Residential (E-1) zones.

Under the draft ordinance, the allowable size for residential accessory structures would be as follows:

For single-family residential uses in all E-2, R-1 and R-2 Zoning Districts			
	Lot Size	Total Combined Size of Allowable Accessory Structures	Maximum # of Structures
<i>No Change</i>	All lot sizes	1,000 gross sq feet	1

For single-family residential uses in the A or E-1 Zoning Districts			
	Lot Size	Total Combined Size of Allowable Accessory Structures	Maximum # of Structures
<i>No change</i>	< 2.5 acres	1,000 gross sq. feet	1
	2.5 to 3.39 acres	1,600 gross sq. feet	1
	3.40 to 4.99 acres	Lots size x 480 sq ft	1
<i>Proposed change</i>	5.00 to 7.49 acres	3,000 gross sq. feet (currently 2,400 sq. ft.)	2

	7.50 to 9.99 acres	3,500 gross sq. feet <i>(currently 2,400 sq. ft.)</i>	2
	10.00 acres or more	3,750 gross sq. feet <i>(currently 2,400 sq. ft.)</i>	2

Language is also proposed that would allow a residential property without an attached garage to have an additional detached structure. Finally, some minor changes to the ordinance include adding a definition of gross square feet and removing a sentence that requires separation from the principal structure. Staff is also proposing that no more than two accessory structures of 120 square feet or less be allowed on residential property.

The Council approved the first reading of the proposed ordinance changes at its February 12, 2024 meeting. The attached version of the ordinance, presented for the second reading, differs from the first version in a couple of areas - which are highlighted in yellow on the attached ordinance. As suggested by Council, the main change is increasing the allowable size of a secondary building on a property that does not have an attached garage from 500 to 750 square feet.

FISCAL IMPACT

Not Applicable

RECOMMENDATION

Staff recommends approval of the second reading of the attached ordinance.

ATTACHMENTS

1. Draft Ordinance - Second Reading

SECOND READING

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

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

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

Section One. Amendment. Title 10, Chapter 15, Section 18, **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:

A. Each detached accessory structure to single-family residential uses in all E-2, R-1 and R-2 zoning districts shall not exceed a total maximum gross floor area square feet of one thousand (1,000) square feet. The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots in the E-2, R-1 and R-2 zoning districts shall be limited to one.

B. On lots of five (5) acres or more, but less than 7.50 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 total gross floor area of three thousand (3,000) gross square feet. On lots 7.5 acres or more but less than 10 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 total of three thousand five hundred (3,500) gross square feet. On lots 10 acres and greater, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a total of three thousand seven hundred fifty (3,750) gross square feet. The gross floor area square feet figure may exclude any usable attic space or loft space. ~~The total number of all detached accessory structures on lots of five (5) acres or more in size in the A or E-1 zoning district shall be limited to two (2).~~ On lots of five (5) acres or more in size in the A or E-1 zoning district, the maximum number of detached accessory structures is two (2).

C. On lots of 2.5 acres or more, but less than 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) gross square feet. On lots 3.4 acres or more, but less than 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 not exceed a gross floor area square feet equal to the lot size (in acres) multiplied by four hundred and eighty (480). The gross ~~floor area~~square feet 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. On lots of 2.5 acres or more, but less than five (5) acres in size in the A or E-1 zoning districts, the maximum number of detached accessory structures is one (1).~~

D. On lots of less than 2.5 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 square feet of~~ one thousand (1,000) gross square feet. The gross floor area square feet figure may exclude any usable attic space or loft space. ~~The total number of all detached accessory structures on lots of less than 2.5 acres in size in the A or E-1 zoning district shall be limited to one. On lots of less than 2.5 acres in size in the A or E-1 zoning districts, the maximum number of detached accessory structures is one (1).~~

E. In all residential zoning districts (R, E and A) there shall be a minimum space of six feet (6') between the principal and accessory structure unless attached, and a minimum space of six feet (6') between all other accessory structures.

F. ~~E.~~ Detached accessory structures in the A and E-1 zoning districts that exceed ~~a gross floor area square feet of~~ one thousand (1,000) gross square feet must maintain a fifty foot (50') minimum setback from all property lines.

G. ~~F.~~ In no zoning district may an accessory structure be constructed on a lot prior to the construction of the lot's principal structure.

H. ~~G.~~ Exceptions to the requirements contained in this section relating to accessory structures are as follows:

1. ~~In addition to the accessory structures allowed in Section 18, parts A-E above, up to two (2) additional accessory structures of no more than one hundred twenty (120) square feet per structure are allowed (2) accessory structures to as permitted additional small accessory structures for single-family residential uses in all A, E and R zoning districts each with gross floor areas square feet of one hundred twenty (120) square feet or less.~~
2. ~~In the A and E-1 zoning districts, accessory structures used exclusively for agricultural purposes are exempt from the standards in this Section 18. Accessory structures to principal agricultural uses (i.e., farms, ranches, stables, greenhouses, nurseries, and uses deemed similar by the city council) in the A and E-1 zoning districts.~~

3. Each residential lot with a principal building is allowed attached garage space or one detached garage up to 500 750 square feet, in addition to an accessory building or buildings as allowed per this section.

Section Two. Amendment. Title 10, Chapter 7, Section 2(B) 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:	A total of:
<u>Lot size >= 10 acres</u>	<u>3,750 gross square feet in no more than two buildings</u>
<u>Lot size 7.5 acres – 9.99 acres</u>	<u>3,500 gross square feet in no more than two buildings</u>
<u>Lot size 5 acres – 7.49 acres</u>	<u>3,000 gross square feet in no more than two buildings</u>
<u>Lot size >= 5 acres</u>	<u>2,400 square feet</u>
<u>Lot size 3.4 acres - 5 <u>4.99</u> acres</u>	Lot size (in acres) multiplied (x) by 480 = maximum gross square feet <u>limited to one building</u>
Lot size 2.5 - 3.3 acres	1,600 gross square feet <u>limited to one building</u>
Lot size < 2.5 acres	1,000 gross square feet <u>limited to one building</u>

Note:

1. Accessory structures used exclusively for agricultural purposes are exempt from these standards.
2. See Chapter 15, Section 18 of this title for applicable accessory structure performance standards.

Section Three. Amendment. Title 10, Chapter 8A, Section 2(B) 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:	A total of:
<u>Lot size >= 10 acres</u>	<u>3,750 gross square feet in no more than two buildings</u>
<u>Lot size 7.5 acres – 9.99 acres</u>	<u>3,500 gross square feet in no more than two buildings</u>
<u>Lot size 5 acres – 7.49 acres</u>	<u>3,000 gross square feet in no more than two buildings</u>
<u>Lot size >= 5 acres</u>	<u>2,400 square feet</u>
<u>Lot size 3.4 acres - 5 <u>4.99</u> acres</u>	Lot size (in acres) multiplied (x) by 480 = maximum gross square feet <u>limited to one building</u>
Lot size 2.5 - 3.3 acres	1,600 gross square feet <u>limited to one building</u>
Lot size < 2.5 acres	1,000 gross square feet <u>limited to one building</u>

Note:

1. Accessory structures used exclusively for agricultural purposes are exempt from these standards.
2. See Chapter 15, Section 18 of this title for applicable accessory structure performance standards.

Section Four. Amendment. Title 10, Chapter 2, Section 2, DEFINITIONS 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:

Gross Square Feet (GSF): The sum of the horizontal areas of each story of the building measured from the exterior face of the exterior walls.

Section Five. 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 on the ____ day of _____, 2024.

CITY OF INVER GROVE HEIGHTS

By:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **First Reading of Ordinance Establishing a Four-Year Term for the Office of Mayor**

MEETING DATE: February 26, 2024
ITEM TYPE: Regular Business
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to consider the first reading of the attached Ordinance, which changes the term of office for the position of Mayor from two to four years, beginning with the individual elected at the November 2024 election and taking office in January of 2025.

BACKGROUND

The City of Inver Grove Heights is a statutory city under Minnesota law, and therefore has the ability to establish either a two or a four-year term for the office of Mayor. Inver Grove Heights currently has a two-year term for Mayor, while each City Councilor serves a four-year term. Staff was recently directed to prepare an ordinance that would change the mayoral term to four years and bring it forward for Council discussion and consideration.

Attached is a list of cities in Minnesota with a population of 10,000 or more and the current length of their mayoral term. This list was obtained from the League of MN Cities and reflects what cities have self-reported.

Of the 106 cities with a population of 10,000 or more, 27 currently have a two-year term and 79 have a four-year term for mayor. If the list is narrowed to the 60 cities with a population of 20,000 or more, there are 10 with a two-year mayoral term and 50 with a four-year term. On either version of the list, Inver Grove Heights is the largest city to have a two-year term.

For cities within Dakota County, the current mayoral terms are as follows:

4-year Term	2-year Term
Apple Valley Burnsville Eagan Farmington Hastings Lakeville Rosemount South St. Paul	Inver Grove Heights Mendota Heights West St. Paul

If the Council desires to make this change to City Code and have the person elected Mayor at the

upcoming November 5, 2024 election serve a four-year term, then the ordinance would need to be adopted and effective at least four weeks prior to the close of the filing period for the office of mayor. The 2024 filing period for all city offices up for election this November runs from May 21 to June 4, 2024. Therefore, adoption of a third and final reading would need to take place no later than the April 22 Council meeting.

In addition to preparing a draft ordinance, the Council also requested a communications plan to ensure residents are made aware of this potential change and know of opportunities to provide input. In response, staff would propose the following:

Core Plan:

1. Create a webpage outlining the proposed change, providing information on the timing, and giving information about the length of the mayor's term in other metro cities. Include dates of upcoming readings before the City Council and an email link to submit feedback.
2. Use the City's Facebook, Twitter, Instagram, etc. to publicize the fact that the City is considering this change and to drive people to the webpage for the above information. Notices would be scheduled in advance of Council meetings where the second and third reading would take place, as well as "morning after" posts to summarize any action at the previous night's Council meeting. Councilmembers could "like" or share the City's post to magnify its reach.
3. Send notifications to those who are subscribed to receive updates from the City and notification of agenda publication.
4. Creation of a flyer with a QR code for posting in the City Hall lobby, at the VMCC and at any upcoming open houses or City events. The QR code would take people to the webpage referenced above for further information.
5. Ask key partners to "spread the word" that the City is considering this change. The Chamber newsletter and Commissioner Atkins' newsletter are two such avenues that come to mind.

Optional Add on #1:

Mail a postcard to all addresses in the City to make them aware that the City is considering this change, where to find more info and how to share feedback. The estimated cost of a postcard (printing and mailing) is \$6,000 to \$7,000. Could likely be completed with sufficient time to make the April 8 Council meeting a reasonable date for final action on the ordinance.

Optional Add on #2:

Include a prominent article in the spring issue of the *Insights* newsletter, which is mailed to all addresses in the City. The spring *Insights* is scheduled to land in mailboxes the first week of April, as such we would want to delay the final consideration of the ordinance to the April 22 CC meeting in order for the notice to be meaningful. The downside of this is that final consideration would be scheduled for the last possible date to take action and have it be effective with the upcoming election.

FISCAL IMPACT

None.

RECOMMENDATION

ATTACHMENTS

1. Ordinance Establishing 4-Year Term for Office of Mayor (1st Reading - Feb 26 2024)
2. Mayoral Terms from LMC (Jan 2024)

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
TITLE 1, CHAPTER 7, SECTION 2; ELECTED OFFICIALS; TIME AND TERM**

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

Section One. Amendment. Title 1, Chapter 7, Section 2 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:

1-7-2: ELECTED OFFICIALS; TIME AND TERM:

- A. The following officers shall be elected for the terms and in the years shown in the following table:

Officer	Year Elected	Subsequent Election	Next Subsequent Election	Subsequent Terms
Mayor	<u>2022</u> 1985	<u>2024</u> 1988	<u>2028</u> 1990	<u>4</u> 2 years
Council member	1983	1988	1992	4 years
Council member	1983	1988	1992	4 years
Council member	1985	1990	1994	4 years
Council member	1985	1990	1994	4 years

~~B. From the date of next subsequent elections specified in subsection A of this section, officers shall be elected at regular intervals for the terms specified in said subsection A.~~

- B~~C~~. New terms shall begin and each old term shall expire on the first Monday of January in the year following the election of the officer.

- C~~D~~. Elections shall be held on the first Tuesday after the first Monday of November in each even numbered year after 1987.

Section Two. Effective Date. This Ordinance shall be in full force and effect following 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 _____, 2024.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Current Population	Name	Mayor's Term
436934	Minneapolis	4 Years
310992	Saint Paul	4 Years
125055	Rochester	4 Years
91330	Bloomington	4 Years
86924	Duluth	4 Years
84993	Brooklyn Park	4 Years
80762	Plymouth	4 Years
77224	Woodbury	4 Years
73828	Lakeville	4 Years
73512	Blaine	4 Years
71230	Maple Grove	4 Years
71122	St. Cloud	4 Years
68889	Eagan	4 Years
64522	Burnsville	4 Years
64023	Eden Prairie	4 Years
63415	Coon Rapids	4 Years
55673	Apple Valley	4 Years
54474	Minnetonka	4 Years
54048	Edina	4 Years
49786	St. Louis Park	4 Years
46200	Moorhead	4 Years
46173	Mankato	4 Years
45961	Shakopee	4 Years
41581	Maplewood	4 Years
41027	Cottage Grove	4 Years
36810	Roseville	4 Years
36543	Richfield	4 Years
35652	Inver Grove Heights	2 Years
33938	Brooklyn Center	4 Years
33137	Savage	4 Years
32822	Andover	2 Years
29962	Fridley	4 Years
28712	Ramsey	4 Years
28170	Chaska	2 Years
27858	Oakdale	4 Years
27855	Prior Lake	4 Years
27544	Owatonna	4 Years
27141	Shoreview	2 Years
27005	Chanhassen	4 Years
27001	Elk River	4 Years
26943	Rosemount	4 Years
26626	Austin	4 Years
25995	Winona	4 Years
25067	White Bear Lake	4 Years
24679	Faribault	4 Years

Current Population	Name	Mayor's Term
24007	Champlin	4 Years
23719	Farmington	4 Years
23405	New Brighton	2 Years
22791	Crystal	4 Years
22705	Otsego	4 Years
22467	Hastings	4 Years
22034	Golden Valley	4 Years
21962	Willmar	4 Years
21658	Lino Lakes	2 Years
21592	Columbia Heights	2 Years
21552	New Hope	4 Years
21169	West St. Paul	2 Years
20862	Forest Lake	2 Years
20489	South Saint Paul	4 Years
20371	Saint Michael	2 Years
19855	Northfield	4 Years
19606	Sartell	4 Years
19425	Stillwater	4 Years
18608	Hopkins	2 Years
18500	Albert Lea	4 Years
18127	Anoka	2 Years
16884	Buffalo	2 Years
16873	Red Wing	4 Years
16524	Ham Lake	4 Years
16354	Hugo	2 Years
16133	Hibbing	4 Years
15947	Bemidji	4 Years
15263	Alexandria	4 Years
15087	Monticello	2 Years
15037	Hutchinson	2 Years
14986	Robbinsdale	4 Years
14895	Brainerd	4 Years
14886	North Mankato	2 Years
14430	Rogers	2 Years
14115	New Ulm	4 Years
14085	Fergus Falls	4 Years
14052	Worthington	4 Years
13811	Marshall	4 Years
13593	Waconia	2 Years
13559	Sauk Rapids	4 Years
13514	Lake Elmo	4 Years
13270	Vadnais Heights	2 Years
12965	Mounds View	2 Years
12864	Cloquet	4 Years
12590	Saint Peter	2 Years

Current Population	Name	Mayor's Term
12492	Big Lake	4 Years
12486	North Saint Paul	4 Years
11961	East Bethel	2 Years
11756	North Branch	2 Years
11658	Mendota Heights	2 Years
11346	Grand Rapids	2 Years
11289	Victoria	4 Years
10632	Little Canada	2 Years
10549	Fairmont	4 Years
10541	Cambridge	4 Years
10320	Hermantown	4 Years
10119	Detroit Lakes	4 Years