



Inver Grove Heights City Council
Monday, August 12, 2024 at 6:00 PM
8150 Barbara Ave, Inver Grove Heights, MN 55077

AGENDA

NOTICE TO RESIDENTS: Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to **12:00 p.m.** on Monday, August 12, 2024, will be provided to the Council at or before the August 12, 2024 meeting.

1. **Call to Order**
2. **Roll Call**
3. **Approval of Agenda**
4. **Presentations**
 - A. Swearing-In of Assistant Fire Chief of Operations Cory Rosendale
5. **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 the Minutes of the July 15, 2024 City Council Budget Workshop
 - B. Approval of the Minutes of the July 22, 2024, City Council Meeting
 - C. Approval of Disbursements
 - D. Personnel Actions
 - E. Approval of Storm Water Facilities Maintenance Agreement for 9492 Robert Trail
 - F. Approval of Amended Storm Water Facilities Maintenance Agreement for 5904 Robert Trail
 - G. Award of Contract for Fiber Extension to Rock Island Swing Bridge & Resolution Amending Technology Fund Budget
 - H. Resolution Approving a Joint Powers Agreement with Dakota County for County Project 28-69 (City Project No. 2024-16) - 80th Street Trail Gap
 - I. Award Contract and Adopt Budget Resolution for Reconditioning of Well No. 9 (City Project No. 2024-22)
 - J. Resolution Approving Budget for Reconditioning of Well No. 5 (City Project Nos. 2024-04 & 2024-05)
 - K. School Resource Officer Contract with ISD #199 for the 2024-25 School Year
 - L. Resolution Accepting Donation from River Heights Marina

- M. Resolution Transferring Pavement Management Funds to Parks Capital Replacement Fund
- N. Resolution Accepting Minnesota Public Facilities Authority (PFA) Loan for the Water Treatment Plant Rehabilitation Project
- O. Approval of Conditional Use Permit to Expand an Existing Substation and Approval of a Variance from Fence Height Maximums for 2015 105th Street
- P. Resolution Approving a Variance from Exterior Building Material Standards at 11300 Rich Valley Blvd.
- Q. Resolution Approving Charitable Gambling Premise Permit Application for Gambling Activity
- R. Resolution Approving a Temporary Off-Site Gambling Permit for Moose Lodge #1088

6. Public Hearing

- A. Public Hearing and Associated Resolutions for City Project 2025-09G - Bacardi Avenue and 88th Street West Reconstruction

7. Regular Business

- A. Rental Housing Licenses
- B. Resolution Ordering Feasibility Study for 2026 Pavement Management Initiative Areas
- C. Resolutions Accepting Bids, Awarding a Contract, and Approving Budgets for the Rock Island Swing Bridge Lighting Project (City Project No. 2024-19) and Amending the Contract with SEH for Additional Consulting Services.
- D. Ordinance Amending Various Provisions of Title 10, Zoning Regulations Related to Multi-Family Residential Development
- E. LMCIT Insurance Renewal
- F. Potential Use of State Funding for Public Boat Launch
- G. 1st Reading of Ordinance Amending City Code Related to the Sale of Tobacco and Nicotine Products
- H. 1st Reading of Ordinance Amending City Code Related to Abatement of Diseased and Nuisance Trees
- I. CLOSED SESSION to Discuss an Offer to Purchase City-Owned Properties

8. 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.

9. Mayor and Council Comments

10. Adjourn

WELCOME TO THE INVER GROVE HEIGHTS CITY COUNCIL MEETING

INVER GROVE HEIGHTS CITY COUNCIL/BUDGET MEETING
MONDAY, July 15, 2024 - 6:00 P.M. - 8150 BARBARA AVENUE

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in person on Monday, July 15, 2024. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Dietrich; Council Members: Murphy, T’Kach, Gliva and Scales

Staff Present: City Clerk Malott, Finance Director Hove, Assistant Finance Director Hosszu, Public Works Director Connolly, Police Chief Chiodo, Fire Chief Thill, Parks & Rec Director Lares, and City Engineer Merchlewicz

3. APPROVAL OF AGENDA:

Motion to Approve Agenda by T’Kach, second by Scales

Ayes: 5

Nays: 0 Motion carried.

4. DISCUSSION ITEMS:

A. 2025 General Fund Budgets & Tax Levy - First Look

Director Hove presented this item. The presentation includes timelines, foundational information, the current draft of the General Fund, the current draft of Tax Levies, and staffing requests.

Timelines & Statutory Requirements:

- September 30, 2024 is the statutory deadline for Minnesota cities to adopt a preliminary property tax levy for 2025
- Goal is to adopt IGH’s preliminary levy at the September 9, 2024 Council Meeting
- Once a preliminary levy is approved, it may be reduced but it cannot be increased
- Nov. 11 - Nov. 24 - Counties mail 2025 proposed property tax notices to property owners
- Nov. 25 - Dec. 28 - Cities hold public meetings to discuss budget, tax levy, and receive public input
 - Often referred to as Truth-in-Taxation (TNT) Meeting
 - Proposed date for IGH is the Dec. 2 Work Session
- Dec. 28 - Deadline for cities to adopt a final 2025 tax levy
 - Proposed date for IGH is the Dec. 9 Council Meeting

2024 Expenditure Budgets = \$83,090,625 (excluding Internal Service Fund Budgets)

- General Fund = 40%
- Pavement Management = 20%
- Enterprise Funds = 27% (water, sewer, stormwater, golf course)

- Special Revenue Funds = 10% (community center, host community fund, EDA)
- Debt Service Funds = 3% (tax supported debt issued on behalf of the city, supported by a tax levy)

2025 Budget Assumptions

- 3% general wage increase, plus step increases for employees
- Anticipated 10% increase to health insurance
- Fire SAFER Savings Plan - 2025 is the first year to start spending down previous year's savings (\$525,000)
- 5% increase to Pavement Management levy funding
- 5% increase to Parks Capital Replacement levy funding
- Continue to utilize Closed Bond Funds in lieu of levy for 2020A Refunding Bonds (\$177,250)
- Utilize past years' Police savings within the Central Equipment Fund to cover the 2025 vehicle outfitting costs on leased vehicles
- Utilize City Facilities Funds' fund balance for city facility capital needs in 2025 (\$188,500) - goal to revamp the allocation formula in a future year

What is included in the General Fund:

- Administration & Mayor/Council
- Human Resources
- City Clerk & Elections
- Communications
- Finance
- Community Development
- Planning Inspections
- Police
- Fire
- Engineering
- Streets & Street Lighting
- Parks & Recreation
- Transfers - to EDA & Parks Capital
- The Crossings Tax Abatement

What is not included in the General Fund:

- Community Center Funds
- Golf Course
- Pavement Management Funds
- EDA
- Utilities (Water, Sewer, Storm)
- Debt Service Funds
- Correction & Visitor's Bureau
- Host Community Fund

General Fund - Non-Property Tax Revenues:

	2024 Approved Budget	2025 DRAFT Budget	\$ Difference
Taxes - (Other than Property Taxes)	\$ 205,000	\$ 191,500	\$ (13,500)
Licenses/Permits	1,225,330	1,306,300	80,970
Grants & State Aid	2,008,514	1,206,514	(802,000)
Charges for Services	1,950,603	2,055,800	105,197
Fines & Forfeits	203,300	210,800	7,500
Other Revenues & Reimbursements	296,650	272,300	(24,350)
Transfers In	77,500	65,000	(12,500)
SAFER - Planned Use of Fund Balance	0	525,000	525,000
Total Non-Tax Revenues (used to offset the property tax levy)	\$ 5,966,897	\$5,833,214	\$(133,683)

Council Member T'Kach asked where the funds would go if interest rates went down and there was an increase in licenses and permits.

Finance Director Hove said overages would remain in the General Fund and help grow that fund. The fund balance policy recommends staying between 40 and 45% of the following year's expenditure budget.

General Fund - General Gov't Expenditures:

GENERAL GOVERNMENT	2024 Approved Budget	2025 DRAFT Budget	\$ Difference
Mayor/Council	\$ 331,925	\$ 365,365	\$ 33,340
Administration*	324,600	279,200	(45,400)
Human Resources	427,100	433,900	6,800
City Clerk*	403,925	400,342	(3,583)
Elections	189,703	92,400	(97,303)
Communications	398,362	444,253	45,891
Finance*	1,284,085	1,450,750	166,665
Total General Government	\$3,359,700	\$3,466,110	\$106,410
% of General Fund Budget	10%	10%	

* Some of the existing staffing costs were redistributed across these departments - no new staff positions have been incorporated into the above amounts.

General Fund - Public Safety Expenditures:

PUBLIC SAFETY	2024 Approved Budget	2025 DRAFT Budget	\$ Difference
Police	\$ 11,846,756	\$ 12,342,519	\$ 505,763
Fire	6,464,364	6,748,831	284,467
Total Public Safety	\$ 18,311,120	\$ 19,101,350	\$ 790,230
% of General Fund Budget	55%	55%	

General Fund - Public Works Expenditures:

PUBLIC WORKS	2024 Approved Budget	2025 DRAFT Budget	\$ Difference
Engineering	\$ 1,372,195	\$ 1,423,585	\$ 51,390
Street Maintenance	3,385,760	3,418,510	32,750
Street Lighting	199,000	203,000	4,000
Total General Government	\$ 4,956,955	\$ 5,045,095	\$ 88,140
% of General Fund Budget	15%	15%	

General Fund - Park & Recreation Expenditures:

PARK & RECREATION	2024 Approved Budget	2025 DRAFT Budget	\$ Difference
Parks Maintenance	\$ 2,791,300	\$ 2,901,750	\$ 110,450
Recreation	774,935	781,010	6,075
Transfer Out - Parks Capital*	315,000	593,250	278,250
Total General Government	\$ 3,881,235	\$ 4,276,010	\$ 394,775
% of General Fund Budget	12%	12%	

* Parks parking lot and trail projects were previously funded by an annual transfer from the Pavement Management Fund. In 2025, that funding (\$262,500) has been moved from the Pavement Management Fund to the General Fund thereby reducing the Pavement Levy by \$262,500.

General Fund - Community Development Expenditures:

COMMUNITY DEVELOPMENT	2024 Approved Budget	2025 DRAFT Budget	\$ Difference
Community Development	\$ 506,775	\$ 528,250	\$ 21,475
Planning	415,000	416,150	1,150
Inspections	1,337,700	1,388,450	50,750
Transfer Out - EDA	169,515	177,990	8,475
Tax Abatement - The Crossings	182,880	183,300	420
Total General Government	\$ 2,611,870	\$ 2,694,140	\$ 82,270
% of General Fund Budget	12%	12%	

Council Member Gliva asked if a Community Development Director was included in the Community Development budget.

Director Hove said the budget did include a Community Development Director.

Council Member Gliva asked if there would be savings from the 2024 budget because they just hired a Community Development Director.

Director Hove said they should see a savings in the budget from 2024.

Council Member Murphy asked if Director Hove knew where the budget was in relation to the 40 - 45% of the following year's expenditures.

Director Hove said she will get the information for the Council, but they are in the right range.

General Fund Tax Levy - Components:

COMMUNITY DEVELOPMENT	2024 Approved Budget	2025 DRAFT Budget	\$ Difference	% Change
Expenditure Budgets	\$32,453,485	\$33,628,165	\$1,174,680	
Transfers Out - EDA	169,515	177,990	8,475	
Transfers Out - Parks Capital*	315,000	593,250	278,250	
Total Expenditures/Transfers	\$32,938,000	\$34,399,405	\$1,461,405	4.4%
Less: Non-Property Tax Revenues	5,966,897	5,833,214	(133,683)	-2.2%
General Fund Levy	26,971,103	28,566,191	1,595,088	5.9%
Tax Abatement Levy	182,800	183,300	420	0.2%

* In 2025, Parks parking lot & trail funding (\$262,500) was moved from the Pavement Management Fund to the General Fund.

The Crossing Tax Abatement Levy:

- Annual abatement is based on the new value added to the city's tax base under The Crossings Project. City taxes related to that new value are "abated" or paid back to the developer.
 - 2023 was the first year of this abatement (\$33,000 estimate) - due to the fact that only a portion of the new projects' market value was "online"
 - 2024 estimated at \$182,800 - after 2024, these payments should stabilize as the only "new value" will be due to any appreciation of the existing property
 - 2025 estimated at \$183,300
 - Abatement runs 10 years or less
 - Maximum abatement is \$1.6 million
 - Abatement is considered a separate "levy" each year

There are several bonds for past street related debts and fire station debt. They are using the Closed Bond Fund to pay off the 2020A G.O. Bonds. The debt has remained consistently at \$2.5 million over the last five years.

Debt Tax Levies:

Bond Issuance	2022 Budget	2023 Budget	2024 Budget	2025 Budget
Street-Related Debt				
2015A G.O. Bonds	635,669	637,301	633,210	634,055
2016A G.O. Bonds	695,874	718,134	718,292	723,227
2017B G.O. Bonds	263,211	263,125	262,882	267,731
2020A G.O. Bonds*	177,250	177,250	177,250	177,250
Use of Closed Bond Fund	-177,250	-177,250	-177,250	-177,250
Fire Station Debt				
2018A G.O. Bonds	737,977	739,289	739,522	733,514
2019A G.O. Bonds	186,586	187,635	188,475	189,105
Total	\$2,519,316	\$2,545,484	\$2,542,411	\$2,547,632

*In 2025, the City can pay off the 2020A Bonds with the balance in the Closed Bond Fund - that scenario will be presented at the August 5 work session along with the 2025 debt

Pavement Management Levy - 2024 vs. 2025 Preliminary:

2024 PMP Levy	\$ 3,045,000
Less 2024 Parks PMP	<u>(250,000)</u>
2024 PMP Levy - Net	\$2,795,000
2025 Proposed Increase (5%)	<u>139,750</u>
2025 PMP Levy - Preliminary	\$2,934,750

In 2020 the PMP Levy was 1.75 million and \$250,000 was dedicated to Parks PMP leaving \$1.5 million available for Street Projects. The Preliminary PMP Levy of \$2,934,750 proposed for 2025 is a 96% increase over the levy resources available for street projects in 2020.

Citywide Tax Levy - By Fund (Preliminary)

	2024 Approved Budget	2025 DRAFT Budget	\$ Difference	% Change
General Fund	\$26,971,103	\$28,566,191	\$1,595,088	5.9%
General Fund - Tax Abatement	182,880	183,300	420	0.2%
Pavement Management*	3,045,000	2,934,750	(110,250)	-3.6%
Debt Service	2,542,411	2,547,632	5,221	0.2%
Total Levy	\$32,741,394	\$34,231,873	\$1,490,479	4.6%

* In 2025, Parks parking lot and trail funding (\$262,500) was moved from the Pavement Management Fund to the General Fund.

Tax Levy - 5 year history (2020-2024):

- General Fund, 2020: \$20,128,800
- Pavement Management 2019: \$1,750,000
- Debt Service Funds 2019: \$2,852,083
- Dollar changes from prior year:
 - 2019 - 2020: \$ 1,499,589
 - General Fund: \$691,600
 - Pavement Management: \$500,000
 - Debt Service Funds: \$307,989
 - Percentage of change: 6.5% increase
 - 2020 - 2021: \$1,392,475
 - General Fund: \$877,400
 - Pavement Management: \$500,000
 - Debt Service Funds: \$15,075
 - Percentage of change: 5.6% increase
 - 2021 - 2022: \$1,862,028
 - General Fund: \$1,909,870

- Pavement Management: \$300,000
- Debt Services Funds: (\$347,842)
- Percentage of change: 7.1% increase
- 2022 - 2023: \$2,349,409
 - General Fund: \$1,940,241
 - General Fund - Tax Abatement: \$33,000
 - Pavement Management: \$350,000
 - Debt Service Funds: \$26,168
 - Percentage of change: 8.4% increase
- 2023 - 2024: \$2,406,599
 - General Fund \$2,114,792
 - General Fund - Tax Abatement: \$149,880
 - Pavement Management: \$145,000
 - Debt Service Funds: (\$3,073)
 - Percentage of change: 7.9% increase

The average increase over the previous five years is 7.5% and the increase proposed in 2025 is 4.6%.

Council Member Murphy asked to verify the average rate of change year over year.

Director Hove said the average rate of change year over year was either 7.5% or 7.9%.

City Administrator Wilson presented the General Fund Staffing Requests.

Department	Position
Communications	Assistant Communications Manager
Police	3 Full-time Police Officers
Fire	3 Full-time Firefighters
Cost of New Staffing (est.)	\$ 894,000
	<u>+53,000</u> Position Reclasses/OT/Seasonal/Temp
Cost to General Fund (est.)	\$ 947,000

The Communications department currently has two full time employees and a half-time employee assisting with communications but working out of the Parks & Rec department.

The Police Department has applied for a federal grant that would support approximately 1/3rd of the cost for three police officers if they receive the grant. The Fire Department has also submitted a federal grant that would fund the full cost of the three firefighters requested. The City should know by fall if the departments receive the grants. The request for reclassification of positions and overtime budgets is included in the \$53,300. This would be a 2.9% increase to the levy budget. There are Public Safety dollars from the State from 2023 that have not been allocated by the police department as of now. These dollars could be used to help pay for the three positions requested.

Council Member Murphy asked if the increase to the levy budget would be 4.6% proposal plus 2.9% additional staffing request equaling a total increase of 7.5%.

Administrator Wilson confirmed it would be a 7.5% increase.

Administrator Wilson said this is the first look at the budget request and that if Council Members had questions or comments, they could ask her or the Finance Director. They will present recommendations at a meeting in August. They will also review their non-General Fund budgets.

Timelines: Future Meetings

- August 5 Work Session
 - Budget Reviews:
 - Community Center
 - Host Community Fund
 - Pavement Management
 - EDA
 - Debt Service
 - Internal Service Funds
- Sept. 3 Work Session
 - General Fund & Tax Levy
- Sept. 9 Council Meeting
 - Adopt Preliminary Tax Levy
 - Adopt Preliminary Budgets
- Oct. 7 Work Session
 - Budget Reviews:
 - Inver Wood Golf Course
 - Water, Sewer, Storm Water
 - Convention & Visitors Bureau
- Nov. 4 Work Session
 - Additional budget discussions scheduled as needed
 - Final Presentation of 5-Year CIP
- Dec. 2 Work Session
 - Public Meeting to discuss budget, tax levy, and receive public input
- Dec. 9 Council Meeting
 - Adopt Final Tax Levies
 - Adopt Final Budgets

Council Member T'Kach asked if Council would receive any of the information for the items that will be discussed during the October 7th Work Session prior to the meeting.

Administrator Wilson said they would likely not have fully developed budgets for the utilities prior to the preliminary levy. They model their utility rates and budgets for the next five years and can provide a review of the previous budget information during the September 3rd Work Session. The sewer and stormwater funds are challenged and will need rate increases to keep up with the capital investments.

Mayor Dietrich asked if the departments requesting additional staff can provide some of the initiatives that they are not able to do because of lack of staffing and what Council can expect if

their positions are filled. Mayor Dietrich also asked if one of the three officer positions would be a School Resource Officer (SRO).

Administrator Wilson said that the police department did not plan on one of the three officers being an SRO. The police department is hoping to partner with the school district which currently pays for nine months of one SRO and the city pays the salary for the three months over the summer. Staff would propose the city use the Opioid Settlement Funds to cover the city's cost. One of the goals of having a second SRO is to reach middle school and younger grades and handle some of the substance abuse challenges being seen in younger kids. They are looking at an additional SRO but do not see it as a levy supported position.

Council Member Murphy asked for a history on full time additions to staff over the last five to ten years.

Administrator Wilson said they could provide a report across the past five years for all departments.

Mayor Dietrich said there has not been a stipend change for Council or Mayor over the last ten years and asked if they could get a guide and compare comparable cities or cities in the MLC and where Inver Grove Heights falls.

Administrator Wilson said she could provide that information and there is a statutory requirement as to how close to Election Day they are able to make changes. The salaries for Mayor and Council went into effect January 1, 2015.

Council Member T'Kach asked if they were making any investment in energy efficient studies for future developments that could help the city receive federal dollars that reward cities for already having energy efficiency studies done.

Administrator Wilson said she is not aware of any specific studies planned in the budgets discussed tonight. The Internal Service Funds budgets will be reviewed in the August 5th Work Session and that includes the Central Facilities funding. That is not the only place where energy efficiency is being reviewed but it is a significant spot.

Council Member T'Kach asked if the Public Works Maintenance Facility would fall into that as far as for receiving city and state transportation dollars.

Administrator Wilson said in the CIP there are planned improvements to the City Facilities in the coming years, but there currently is not a funding source. There is a consultant working with the Public Works Staff for a general site plan of using the space available and what may need to be remodeled or built new.

Council Member Murphy asked if they would have a history of the City's tax rate.

Administrator Wilson said they will provide that.

Council Member Murphy said, if possible, he would like to give residents a break.

Council Member Gliva said she looked at 4.6% and thought it looked great considering today's economy. Any increase in taxes has an impact on residents and she would want to look very hard at any additional increases.

Administrator Wilson said the first line of taxes in the General Fund - Non-Property Tax is revenue from Franchise Fees charged to cable companies. This is for using public right of way to bring their product to their customers. The fees are paid to Northern Dakota County Cable Communications Commission (NDC4), and they keep 75% of the fees and give 25% back to each city. Inver Grove Heights receives approximately \$100,000 per year from NDC4. Due to fewer people using cable, the franchise fees are decreasing and the NDC4 is having issues balancing their budget. They have asked cities to reduce or eliminate the 25% franchise fee that goes back to the city. Administrator Wilson is meeting with city administrators from other cities served by NDC4 next week to better understand their budget and request.

Council Member Gliva asked if there was legislation proposed this year to help mitigate that.

Administrator Wilson said NDC4, and other similar organizations met together and proposed legislation that would have brought them additional revenue through streaming services, but it did not pass this year. They will likely try again next year.

Council Member Scales asked if the city was on track for expenditures and revenues for 2024.

Administrator Wilson said they were currently tracking at or below for expenditures and she expects to come in under budget. Revenues were doing well, and licenses and permits are up. They are expecting higher revenues than what is in the budget.

Council Member Gliva asked where the fees for the two developments in the NWA would have gone if they had not been reduced.

Administrator said the fees that were reduced for the two developments in the NWA were utility connection fees and would be in the Water, Sewer, and Stormwater capital funds. The fees in this General Fund were permits and licenses for actually building a structure.

B. DRAFT 5-Year Capital Improvement Plan (2025-2029)

Finance Director Hove presented an overview of the Capital Improvement Plan. The presentation will focus on a high level of the CIP and the immediate projects proposed in the next few years.

What is a Capital Improvement Plan (CIP)

C. A Capital Improvement Plan (CIP) is a community planning and fiscal management tool used to coordinate the location, timing, and financing of capital improvements over a multi-year period

D. Purpose

- Preserve the city's existing assets and infrastructure
- Plan for the long-term asset needs of the city
- Assist in the development of budgets
- Balance community goals & priorities

The CIP does not yet include:

- Larger Facility Remodels/Repairs/Replacements:
 - Public Works Facility
 - Fire Station 3 needs
 - Comprehensive plan for roof replacements
- Central Equipment - replacement schedule is currently in an excel format

CIP: Department Summary: Estimated Project costs total (2025 - 2029)

- City Facilities - \$1,061,000
- Community Center - \$4,574,150
- Golf Course - \$935,000
- Parks - \$5,640,600
- Pavement Management - Local Streets - \$84,201,477
- Pavement Management - Partnership Project. - \$25,778,939
- Sewer - \$3,970,000
- Stormwater - \$3,085,000
- Water - \$8,003,000
 - Total - \$137,249,166

The largest portions of the Parks & Rec funds are going towards Park projects (46%) and Community Center projects (37%). The largest portion of the Public Works funds are going towards Pavement Management costs (88%).

Funding Source Summary (2025 - 2029):

- Central Equipment Fund - \$282,500
- Central Facilities Fund - \$740,00
- Community Center Capital Fund - \$3,074,150
- County-Cost Share - \$6,822,150
- Federal-Grants & Aid - \$8,419,040
- Golf Course Fund - \$940,000
- Other Jurisdictions/Agencies - \$2,157,160
- Park Acquisition & Development Fund - \$650,00
- Park Capital Replacement Fund - \$2,990,000
- Pavement Management Fund - \$30,572,254
- Sewer Capital Fund - \$9,336,992
- Special Assessments - \$29,593,010
- State-Bonding - \$2,747,372
- State-NM DOT - \$1,370,000
- State-State Aid (MSA) - \$11,653,168
- Storm Water Capital Fund - \$7,456,172
- Storm Water Capital Fund - NWA - \$81,000
- Storm Water Utility Operating Fund - \$65,000
- Unfunded - \$3,000,000
- Water Capital Fund - \$15,298,008

There are a couple of projects in 2025 and 2028 that they are still working on the funding for. They will be discussed later in the meeting along with possibilities for funding.

Today's Request / Purpose:

- Are staff proposing the right projects?
- Do projects seem prioritized properly?
- Do timelines seem appropriate?
- Are there any projects missing from this 5-year plan that Council would like added to the plan?
- Are there projects in the plan that Council would like removed?
- Tonight's primary focus will be on Year 2 of the CIP (2026) as those projects are typically developed and communicated to residents in 2024 and 2025.

Council Member T'Kach said she would have liked to have the information a few weeks ago for all of the budgets to be able to see what departments are requesting and where the money will be going. Some projects may be too expensive and may not be worth moving forward even though the city has already invested money into them. T'Kach asked when they would need the answer to the questions if Council isn't able to answer them at this meeting.

Director Hove said the budgets have a timeline for when they are presented. The CIP is a large rough draft, and they will not bring it back for approval until November. There are opportunities to talk about it while talking about budgets and where projects fit. If Council wants to have the CIP or specific projects discussed it can be put on the agenda for a Work Session. Most of the 2025 - 2026 projects have already been brought before Council for review.

Council Member Murphy asked if staff have been having conversations about the police department's needs such as more space, fencing and parking lots.

Director Hove said improvements to the police department are being discussed as part of the Public Works Facility. Once they know what that campus will look like, there will be more opportunities to look at other buildings.

Council Member Murphy said it seems that would be a long way down the line.

Public Works Director Connolly said that it is farther down the line. The current Public Works study is focused on the maintenance facility and the components that already exist in the area. There is a small component that is looking at a potential firing range. If Council is asking about police facility expansion, that would be separate, and he would need more information.

Council Member Murphy said he is hearing there are needs for expansion and it does not seem like it is a priority and thinks it should be part of the conversation within the next five years.

Mayor Dietrich said she would like to hear more information about that as well.

CIP Reports:

- Projects by Department - tells you which department manages project
- Projects by Funding Source - tells you how the projects are proposed to be funded

- Project Details - project details that include a brief narrative, the year planned, department managing, funding source

Parks & Rec Director Lares presented the City Facilities projects on the 2025 - 2029 CIP. Aaron Fitzloff is the new Facilities Maintenance Superintendent and today was his first day and he will be having assessments with these projects over the next few years.

City Facilities - 2025 Projects

Project	Amount
ADA Improvements	\$ 25,000
Lighting Improvements	20,000
City Hall - Replace Data Closet Heat Pumps	14,000
City Hall - Install Data Closet Duct Work	8,500
City Hall - Build Offices	50,000
City Hall - Elevator Code Updates	105,000
Fire Station #1 - Boiler/Pumps	35,000
Fire Station # 1 & 3 - Update Fire Alarm Panels	21,000
Public Works - Water Heater	3,500
Rich Valley Maintenance Building - Boiler	15,000
Water Treatment Plant - Roof Top Unit	<u>20,000</u>
Total Projects	\$ 317,000

City Facilities - 2026 Projects:

Project	Amount
Fire Station - Replace Water Heater	\$ 6,000
Fire Station #3 Roof Exhaust Fans	6,000
Golf - AC Unit #1	5,000
Public Works - Cold Storage Sprinklers	129,000
Public Works - Generator	60,000
Water Treatment Plant - Exhaust Unit 2	<u>13,000</u>
Total Projects	\$ 219,000

Council Member Murphy asked which fire station the water heater replacement was for and if it was scheduled maintenance.

Director Lares said it is for fire station #3. Water heaters typically have a 15 - 20 year lifespan and anything over \$5,000 they put into the CIP.

City Facilities - 2027 & Beyond:

- Fire Station # 1 Roof Top Unit
 - Cost is typically between \$70,000 - 90,000
- Roof Repairs throughout City. Including Fire station #3 roof evaluation
 - Looking at potential rehabilitation

Community Center Projects - 2025:

Area	Project	Amount
Fitness	Equipment Replacements, Center Flooring	\$ 105,000
Aquatics	Water Park Play Structures	80,000
Arena	Paint Team Rooms & Restrooms, Volleyball Poles/Stand, Card Reader for P & R Admin Office	32,000
Mechanical	Replace ADA Door Openers, HVAC (Daycare), Radiant Heat West Rink	132,500
Grove	Brightside Room Remodel, Benches, Birthday Party Room, Pool Deck, Rear Concrete Stairs	<u>400,700</u>
	Total Projects	\$ 750,200

Council Member Gliva asked if he had any ideas for the Brightside room remodel and if any neighboring cities had similar projects they could see.

Director Lares said one of the ideas was an indoor playground. Both Eagan and Maple Grove have them in their Community Centers. Golden Valley also has one that would be similar to the size that Inver Grove Heights has.

Council Member Gliva asked if residents would buy a pass for access.

Director Lares said there is typically an admission fee or pass. The space could also be used for birthday parties. The net revenue is usually between \$80,000 - 200,000 net annually depending on amenities. They have received rough estimates of what it would cost, and it would include some construction including relocating the main entrance to be near the guest services staff. They would look at utilizing their current staffing.

Mayor Dietrich asked if the water park play structures were original.

Director Lares said most of them are original, some parts have been replaced over time. The main piece, the water slide and dunk tank, will stay in place.

Mayor Dietrich said the ADA openers and key fobs for staff are excellent ideas.

Council Member Murphy said the compressors for the ice rink were scheduled for 2028 and asked if they would make it that long.

Director Lares said he will review the plans for 2028 shortly.

Community Center - 2026 Projects:

Area	Project	Amount
Common	Common Area Updates	\$ 20,000
Fitness	Equipment Replacements, Studio Floor	72,000
Aquatics	ADA Lift, Lap Pool Bleachers, Pool Stadium Seating, Lifeguard Lockers	<u>87,750</u>
Arena	Replace R-22, Rear Door Frames	213,000
Mechanical	Boiler for Pools, Make Up Air East Rink, HVAC	161,300
Grove	IT Server Panel Upgrade	<u>10,000</u>

	Total Projects	\$ 564,050
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Director Lares said R-22 is a chemical used in the compressors to cool the rinks and it is no longer available for sale in regular markets. It is not illegal to purchase, but not readily available. Their compressor relies on R-22 and that is why there is a need for conversion. They currently have a stock of it, but a leak could happen that could deplete the current stock. They have budgeted \$200,000 to replace some of the stock and make it to 2028. If in 2026 they still have the stockpile they may not have to replace it.

Community Center - 2027 & Beyond

- Replacement of several Roof Tops & Units
- 2028 East/West Rink Compressors (3) - \$2.5 million
 - Anticipate \$1 million plus from this fund and potential partnership with City of Rosemount for remaining cost

Mayor Dietrich asked if Rosemount had any intentions of putting any ice facilities in the gym being built.

Director Lares said that they have a long term agreement with the Lifetime Community Center, but he does not believe they will have any type of ice arena.

Golf Course - 2025 Projects:

Project	Amount
Ball Machine # 2 Replacement	\$ 10,000
Storm Shelter Replacement (Hole # 5 & #15)	40,000
Step Replacement	15,000
Seeder Machine	<u>25,000</u>
Total Projects	\$ 90,000

Golf Course - 2026 Projects

Project	Amount
Cart Replacement	\$ 250,000
Clubhouse Landscaping	100,000
Course Step Replacement	15,000
Triplex Tee Mower 3WD (x2)	<u>85,000</u>
Total Projects	\$ 450,000

Director Lares said the cart replacement will replace the entire fleet and does not include any trade in value of their current fleet. The trade in value may not be as high as expected because the carts were used much more during Covid-19. The Golf Course Superintendent expects a two year return on investment.

Mayor Dietrich asked if the club house landscaping includes any ADA accessibility up to the building.

Director Lares said landscaping is traditionally just the grounds and the green space. He believes they are currently compliant with ADA guidelines.

Golf Course - 2027 & Beyond

- Grounds Equipment Replacement 2027 - 2029 equaling approximately \$280,000 for various pieces of equipment

Director Lares said the ground crew and mechanics do a lot of preventative maintenance, but they are trying to keep everything going until the end of its lifetime.

Parks - 2025 Projects

Project	Amount
Groveland Park Ballfield Renovation	\$ 100,000
Parking Lot - Groveland Park	100,000
Parking Lot - Salem Hill Park	100,000
Southern Lakes Park Playground	150,000
VMCC Park Playground	300,000
HVP-Phase 5 (Playground/Splash Pad)	<u>2,650,600</u>
Total Projects	\$ 3,400,600

Director Lares said the Groveland Park outfield is like a swamp with any rain and needs to be redone. This will coincide with street work that will be done in the area in 2025. Southern Lakes playground is over 20 years old right now and they are looking to upgrade and expand it. The VMCC Park playground is also over 20 years old. Some of the equipment at the playground is German made and they have not been able to find replacement parts. The parks are all safe and certified every year, but they are in need of an upgrade. Phase 5 was unable to be completed in 2024 and has been moved to 2025. This includes the playground, splash pad and an expansion of the parking lot. This is part of the \$2 million in bonding that was received in 2023. There is a rough cost estimate of \$650,000 that will come from the Park Acquisition and Development Fund.

Council Member T'Kach asked if the designs for the ball parks and parking lots will include more resiliency to withstand the winters.

Director Lares said the Parks Department with their turf management skill sets will build resiliency for the fields. The park system as far as multi-fields and play surfaces in Inver Grove Heights are top notch. They will take direction from their vendors and City Engineer to ensure they have a quality product for the parking lots.

Parks - 2026 Projects

Project	Amount
South Valley Park Trail	\$ 100,000
Sleepy Hollow Playground	<u>100,000</u>
Total Projects	\$ 200,000

Parks - 2027 & Beyond

- Rich Valley Parking Lot & Trails - saving over multiple years for \$1.15 million project planned for 2029
- 2027 - 2029 = replace several playground structures
 - Salem Hills Park
 - Ernster Park
 - Lions Park

Director Lares said many of the play structures are over 20 years old. They are planning community engagement to hear what they would like to see. They will also work with their vendors to see what grants are available. There are opportunities to save money planning this far in advance.

Council Member Scales asked if Heritage Park Phase 6, the relocation of historical buildings was in the plan.

Director Lares said they have preliminary numbers on Phase 6. They submitted a bonding request but did not get approval. The cost estimate is \$400,000 - 500,000 to have the buildings moved.

Council Member Scales said he would like to see that project happen within the next few years and would like to see if they could work with the county for help with funding.

Council Member Murphy said he agrees that he would like to see that happen.

Council Member T'Kach said she would like to look at the timing and cost.

Council Member Scales said that it is the last part history Inver Grove Heights has and once those buildings are gone, the history is gone.

Director Lares said he would look at it more and look into funding and timing. They try to prioritize based on condition.

Council Member Scales said Heritage Village is long term and it is a park that Inver Grove Heights is known for and will still be used 10 - 20 years down the road. He considers it their flagship park and if it is done right, it will be a focal point for the city.

Council Member T'Kach asked if it was possible to build a fund for Phase 6 and if they had time before the buildings fall apart where they are.

Director Lares said they have not had a full assessment of the actual condition of the buildings, but they did get an estimate for simply relocating the buildings. This would not include backfilling the original locations, new foundations or hooking up to utilities. It is estimated at \$400,000 - 500,000 to just move them to the new location. They can always put money aside but that has an impact on what can be done in the years ahead.

Council Member T'Kach asked if it was practical to move Ernster Park up because there is much more density and use there.

Director Lares said they can evaluate it. They plan their projects based on safety, but they can look. He agrees that Ernster is isolated in the area and residents in the area do not have other parks close by.

Public Works Director Connolly presented the budget for Pavement Management.

Pavement Management - Local Streets 2025

Project	Amount
Annual PMI Projects	\$ 15,607,913
Broad Area Patching	230,000
Crack Sealing & Pavement Rejuvenation	220,000
Traffic Calming & Safety Improvements	30,000
Cahill Ave, Traffic Study	95,000
South Grove Area Maintenance Overlay (UTBWC)	1,000,000
Total Projects	\$ 17,152,913

Director Connolly said Council has already voted on three of the Annual PMI Projects and voted to approve two of them. Most of the feasibility reports are done and they are moving into final design. All PMI costs include funding from multiple funding sources.

There is a need to reconstruct Cahill Avenue in 2029 with it being fully developed. The traffic study is the first step.

Pavement Management Initiative (PMI)

- Project Selection Criteria
 - Condition/Quality Index (PCI/PQI)
 - Age/Original construction
 - Annual maintenance costs
 - Past prioritization (i.e., 2024-2028 CIP, carry over projects)
 - Public utility condition
 - Funding availability
 - Utility Funds often limiting factor
- Annual Project Goals
 - 6 - 7 miles of roads per year
 - Combine neighborhood streets into single project
 - Focus on most effective rehabilitation technique
 - Extend Pavement Life (Mill & Overlay)
 - Replacement (Reclamation or Reconstruction)

Pavement Management - Local Streets 2025 PMI - Project Locations:

- 2025-09O - Barbara Avenue and 46th Street - 1.55 miles
- 2025-09E - 50th Street Area (Babcock Trail to TH 3) - 1.22 miles
- 2025-09G - Bacardi Avenue and 88th Street - 0.22 miles
 - Public Hearing first regular Council Meeting in August
- 2023-09E - Argenta Trail 0.65 miles

- Carry-over from 2023, Joint project with Eagan & Dakota County
- Total 2025 Miles - 3.64 miles

The seal coat in the South Grove area has been stripped off. Pavement that was put down in the late 2000's was sandier and had less oil content. When the seal coat was applied, it trapped water and the seal coat is now chipping away. It has created major issues for the maintenance crews. This problem cannot be stopped by covering it up, it has to be removed and replaced. They used the Ultra-Thin Bonded Wearing Course (UTBWC) on 72nd Street between Clayton and Dawn Ave and it was very effective. It is resilient and removes the seal coat placing a half-inch surface of asphalt down that is more effective than a 2-inch overlay. MnDOT has been using this for over 20 years and it is estimated to extend the lifespan of a residential street at least another 15 years. They are hoping to get at least 9 - 10 years.

Council Member T'Kach asked if this would be assessed to the property owners.

Director Connolly said they are currently only proposing this type of project in the South Grove area. This is less expensive than the mill and overlay and is being proposed as maintenance and not assessable.

Mayor Dietrich asked if MnDOT specifically has been using this for a number of years and if it is effective with Minnesota's climate.

Director Connolly said MnDOT has a Local Road Research Board and their MN Road Facility and has put down hundreds of miles of this. They have used this mostly on highways with higher speeds and more traffic. Their curiosity of using this on local roads is if it will start chipping away due to castings for utilities but they have not seen it happen yet. County Road 11 in Burnsville had this application approximately ten years ago. They drove the road and looked at it because it has a lot of castings for utilities and did not see any issues. They noticed there was reflective cracking. They are only looking at applying this on roads that are only 10 to 15 years old where there is not a lot of cracking.

Pavement Management Projects - Local Streets 2026 Projects

Project	Amount
Annual PMI Projects	\$ 15,362,990
Broad Area Patching	240,000
Crack Sealing & Pavement Rejuvenation	225,000
Traffic Calming & Safety Improvements	35,000
Cahill Ave, Traffic Study	95,000
South Grove Area Maintenance Overlay (UTBWC)	<u>1,000,000</u>
Total Projects	\$ 16,862,990

2026 PMI Feasibility Studies

- Order Studies - August 12, 2024
- Citizen Task Force Recommendation/Staff Goal - Start studies 18 - 24 months prior to construction start
 - Construction Start - April/May 2026
 - Feasibility Study Start - April - September 2024

The GIS Staff added the mapping for the Pavement Management Initiatives in the CIP to the Pavement Management website. They have an extensive project load in 2026, but it is within the 6 - 7 mile range. They try to combine streets that are close to each other and have similar needs. For 2026 there are several residential streets south of Upper 55th Street between Hwy 3 and Babcock Trail. There is also a section of a frontage road, 52nd Street, which needs to be reclaimed. A segment of 55th Street was in the 2022 Pavement Management Initiative that has been added for 2026. There is a project in the area off of College Hill and Cahill Avenue that they are planning a Mill & Overlay. There is also a rural area to the south that is likely going to need a Full Depth Reclamation. The budgets in the CIP include these projects. There is no guarantee that all of these projects will be done in 2026, but staff believes they are good candidates, fit within the program and they have the funding available. There will be more information about these projects in the August 12th City Council meeting.

Council Member Gliva asked regarding Upper 55th Street if there was a reason why there is a project for 2028 but both ends of it have projects for 2026.

Director Connolly said it is a challenge to put projects together that make sense. Upper 55th Street is a State Aid road. When they want to fund those types of projects, they have to budget based on the funds received each year. The project to the east of Blaine Avenue will likely be a Full Depth Reclamation. The project to the west will also likely be a Full Depth Reclamation. It borders South St. Paul, and they are doing water main work and are going to be doing a complete reconstruction of the one block. The middle section may be able to do a Mill & Overlay as opposed to a Full Depth Reclamation.

In 2027 there is an area that has a large, proposed project that may be divided into two projects, but it is all in the same area.

Council Member T'Kach asked what area of Cahill Avenue the traffic study will focus on.

Director Connolly said at a minimum the study will go from Upper 55th Street to Concord Avenue but it may be split into segments. There is a section south of 80th Street that is already split with a median and it is unlikely there would be changes to the curb and storm drains. The section between 70th Street and 80th Street has some of the oldest sanitary and water mains. If they are going to do reconstruction to that area, it is likely to be a full reconstruction. Currently they have a four lane road that is not divided, and the traffic study will help determine if that is what is needed or if they need to resize. There are a lot of things beyond the road that need work. The traffic study is the first step to reconstruction. The first project is not scheduled until 2029 and the traffic study will give them information to move forward with design.

Council Member T'Kach asked if the area between 70th Street and Upper 55th Street is in better condition because it is not included in this plan.

Director Connolly said that it is likely to be included in 2030. They have plans beyond the five-year CIP but are only presenting what is included in the five-year plan. Their goal is to have a ten-year plan in the engineering division of streets they know will need work. The projects towards the end of the CIP are more likely to be shifted.

Pavement Management - Local Streets 2027 & Beyond

- Annual Projects
 - PMI (6 – 7 miles per year)
 - Broad Area patching/Maintenance Overlays
 - Complete South Grove sealcoat remediation by 2027
 - Traffic Calming/Safety Improvements
 - Cracksealing & Pavement Rejuvenation

Pavement Management - Partnership Projects - 2025 Projects

Project	Amount
2025 County Overlays	\$ 40,000
70 th Street - TH 3 to Cahill Ave - Final Design	165,000
80 th Street - Babcock Trail to Bowman - Construction	400,000
80 th Street - TH 3 to Babcock Trail Scoping Study	67,500
Argenta Trail/I-494 - Prelim Designs	50,000
Barbara Ave. Soundwall (Design/ROW)	100,000
117 th Street (Construction, Year 1)	3,554,852
Babcock Trail Multi-Use Trail Facility (Construction)	207,150
Argenta/Westcott/TH 149 Flashing Yellow Arrow	<u>75,000</u>
Total Projects	\$ 4,659,502

All of these costs are not coming from the Pavement Management Fund but from various different funds. A lot of the construction costs are from State Aid and are being funded from bonding, other funds, or grants. Study items are typically funded from the Pavement Management fund. None of the projects are new but the costs are more refined.

Pavement Management - Partnership Projects - 2026 Projects

Project	Amount
70 th St. - TH 3 to Babcock Trail - ROW	\$ 200,000
80 th Street - TH 3 to Babcock Trail - Final Design	125,000
Argenta/TH 55 Interchange - Preliminary Study	50,000
Barbara Ave. Soundwall (Construction)	200,000
117 th Street (Construction, Year 2)	<u>1,604,407</u>
Total Projects	\$ 2,179,407

Pavement Management - Partnership Projects 2027 & Beyond

- County Studies
 - Cliff Road/Rich Valley Blvd. Intersection - Scoping Study
- County Overlays (2027)
- Construct County Road Projects
 - 70th Street (TH 3 to Babcock) - Widening
 - 70th Street (Babcock to Cahill) - Bituminous Trail
- 70th St. at TH 52 - West Ramp Intersection Improvement (MnDOT) (2028)

Council Member T’Kach asked if they had an idea of how wide the plan was for 70th Street between TH 3 and Babcock.

Director Connolly said the county is currently doing a study on the area and they will hopefully hear in the next month. At a minimum it is likely to be a three lane road but could potentially be four lanes. They will not put in something that is bigger than it needs to be.

Council Member T’Kach said there is a lot of topography in the area with retaining walls and asked whose responsibility the maintenance would be.

Director Connolly said it is to be determined. The biggest issue will probably be access management. The northern area is prime for development. Long term maintenance will be based on what type of improvements are made. For retaining walls, it typically depends on where they are located and what they are retaining. For the most part the city only does maintenance on county roads for local sewers and utilities that are only for the city and plowing trails.

Sewer – 2025 Projects

Project	Amount
Annual Sanitary Sewer Rehabilitation	\$ 270,000
Annual Sanitary Sewer Cleaning & Televising	370,000
Total Projects	\$ 640,000

Director Connolly said the goal for Cleaning & Televising is to televise sewer lines every six years. They can do this in house but if they partner with a contractor that follows specific ratings and requirements it allows them to qualify for insurance from the League of MN Cities. Every sewer is cleaned every three years and televised every six years.

Mayor Dietrich asked if once a portion of the city sewer is televised it is eligible for insurance.

Director Connolly said the entire sewer would have to be televised and documented to be eligible for insurance. They have the maintenance for it but not the records on the televising. They started recording this information last year so in another four years they will be eligible for insurance.

Sewer – 2026 Projects

Project	Amount
Annual Sanitary Sewer Rehabilitation	\$ 300,000
Annual Sanitary Sewer Cleaning & Televising	390,000
Lift Station Rehabilitation (Lift Station No. NE-4 Forest Haven/Blackberry)	<u>275,000</u>
Total Projects	\$ 965,000

Director Connolly said that the Lift Station Rehabilitation will coincide with the reconstruction of the roads in the area. It was not built to normal standards and does not have the right wet well or electrical components.

Sewer - 2027 & Beyond

- Annual Sewer Rehabilitation
- Annual Sewer Cleaning & Televising

The Sanitary Sewer funding is currently projected to be negative at the end of 2028. Staff is continuing to work on funding models to address the shortfalls. The big issue is there is \$1 million in debt service they have to pay yearly, and it is not coming in from development fees. They have had more sanitary sewer expenses with PMI projects than ever before because of the desire that utilities should pay for utility costs even when they are part of a pavement project. Staff has reviewed these, and an idea would be in areas where they are doing Mill & Overlays where they are not doing anything to the sewer the cost should come out of the Pavement Management Fund. That money will not make up for the shortfall.

The 2025 project for the South Grove area has all new sanitary sewer planned. The sewer in the area has a lot of deterioration, root intrusions and other challenges. There is some funding eligibility from the MET Council, but it is almost \$2 million in sewer replacement costs in the neighborhood. They have been planning for this but with the shortfalls in revenue from development fees there is a major impact.

Stormwater - 2025 Projects

Project	Amount
Annual Minor Drainage Improvements	\$ 85,000
Storm Sewer Televising	60,000
Dickman Trail - Culvert Replacement (Designs, Yr. 1)	75,000
Pond JP-1 Outlet Skimmer	<u>50,000</u>
Total Projects	\$ 270,000

Director Connolly said they have applied for a grant for the Dickman Trail Culvert. If they receive the grant the project may accelerate but would not shift other priorities. There is a pond in the South Grove neighborhood that needs to have the skimmer replaced to reduce flooding risk in the area.

Stormwater - 2026 Projects

Project	Amount
Annual Minor Drainage Improvements	\$ 85,000
Storm Sewer Televising	65,000
Raingarden Inlet Rehabilitation (bi-annual)	20,000
Dickman Trail - Culvert Replacement (Design, Yr. 2)	75,000
Marcott Woods Park - Ravine Restoration	150,000
MS4 Program Implementation	<u>20,000</u>
Total Projects	\$ 415,000

Director Connolly said they are switching the Raingarden Inlet Rehabilitation from annually to bi-annually to try to save funds. The Dickman Trail design has been divided between two years

because of working with multiple entities. The railroad is the biggest challenge, but they are also discharging very close to the river and are working with the DNR to ensure they are not adversely impacting anything downstream. Every four years they have to do a revision of their storm sewer permit (MS4).

The Dickman Trail Culvert is 96 inches wide and is rusted out. There are some sinkholes in the area, and it is in need of complete replacement. They are trying to work with the railroad to see what portion they are willing or required to pay for. Dickman Trail was likely put in originally by the state. The city knows they are responsible for what is under the roadway, but they are trying to determine who is responsible for what is under the railroad. They have to replace the entire culvert and cannot do it in sections.

Stormwater - 2027 & Beyond

- Annual Minor Drainage Improvements
 - Increase Funding Annually
- Annual Storm Sewer Televising
- Bi-Annual Raingarden Inlet Rehabilitation
- Dickman Trail - Outfall Culvert Replacement (Construction)
- MS4 Program Implementation Updates (2026 - 2027)
- Schmidt Lake Outfall Channel Repairs (2028)
- TO BE ADDED: 64th Street Outfall (Year & Cost TBD)

The 64th Street Outfall is listed as unfunded in the CIP. They have a very large outfall pipe that has shown past deterioration. The flood waters have gone down so they will look to see what the situation is. There was a lot of time and effort spent 6 to 7 years ago to design a project there that was never done. Director Connolly said he does not think the pipe will last very long. Dakota County has not yet been added to the list for disaster relief funds but if it were he would like to accelerate this project. The potential failure was a result of this year's flood. Stormwater funding is currently projected to be negative at the end of 2028. Staff is continuing to work on funding models to address the shortfalls.

The Stormwater fund is most impacted by the Pavement Management shift away from being funded by the Pavement Management Fund. When the Stormwater utility fund was formed, it was formed to only self-fund half of it. The other half was intended to come to the General Fund. The General Fund was never contributing to the Stormwater Fund as a line item.

Water - 2025 Projects

Project	Amount
Annual Well Pump & Service Rehabilitation	\$ 135,000
Water Treatment Plant, Sludge Pump Replacement	35,000
Babcock Booster Station Pump Inspection (#2)	35,000
Annual Water Treatment Plant Booster Pump Inspection	30,000
Automated Meter Infrastructure (AMI)	<u>200,000</u>
Total Projects	\$ 435,000

Director Connolly said the Water Fund currently has no issues with funding. The annual water treatment plant booster pump inspection is a capital project as opposed to an operation and maintenance item because these pumps are at the age where they will start to need replacement instead of maintenance. This will be the first year for the Automated Meter Infrastructure and they will get a study, a contractor, and a plan to move forward with a potential upgrade to the water meter system. This will help them recover the fees for water and potentially the sewer more accurately.

Water - 2026 Projects

Project	Amount
Annual Well Pump & Service Rehabilitation	\$ 140,000
Water Treatment Plant, Sludge Pump Replacement	40,000
Annual Water Treatment Plant, Booster Pump Inspection	35,000
Northside Water Tower Rehab (Design)	100,000
Automated Meter Infrastructure (AMI)	<u>1,600,000</u>
Total Projects	\$ 1,915,000

Director Connolly said the Northside Water Tower is the water tower off of 50th Street, north of 494. They normally do a rehabilitation every 25 years. This water tower needs a complete sandblasting inside and outside and repainting.

Water - 207 & Beyond

- Annual Well & Service Rehabilitation
- Annual Water Treatment Plant Sludge Pump Replacement (through 2028)
- Annual Water Treatment Plant Booster Pump Inspection
- Automated Meter Infrastructure (AMI) - Complete in 2028
- Northside Water Tower Repainting/Rehab (2026 - 2027)
- SCADA System Upgrade (2028)

The SCADA system is the fiber optic communications system that connects the systems. It needs to be updated every few years and could include software and hardware updates.

Council Member T'Kach asked if the leak detection would fall under maintenance or would it be an unscheduled capital project.

Director Connolly said leak detection is part of their operating budget for water. When they find a leak, it is more often on the private side and not the responsibility of the city. If they find a leak they maintain it through the operating fund.

Mayor Dietrich asked if there are any areas where they have been successful in moving the needle for Stormwater and Sanitary Sewer funding.

Director Connolly referred to Administrator Wilson.

Administrator Wilson said the most recent change was two years ago. The Council reviewed the available balance in the Host Community Fund and decided to move \$1 million per year for the next three years to the Stormwater Fund. This started in 2023 and the last year will be 2025. They

have started to ween the Pavement Management Fund off of needing a Host Community Fund transfer. The next step is to start looking at moving those funds into the Stormwater Fund. These solutions do not keep up with a lack of a long-term funding source.

Mayor Dietrich asked if 2028 is the current projection for the fund to be negative with the funds from the Host Community Fund.

Administrator Wilson said yes.

Mayor Dietrich asked if staff had any great ideas.

Administrator Wilson said they continue to look for the time to revisit the Stormwater fees, but they are very complex and very controversial. They already receive numerous complaints and if they are restructured to bring in more revenue she would expect even more complaints. It is necessary but staff's time has been devoted to other projects and priorities. This budget cycle they will likely not be able to do more than try to make it one more year. The history of this fund seems like it was never set up to be self-supporting. The Water and Sewer utilities are operated as enterprise funds, the revenues brought in should cover the operations and costs of replacements. The Stormwater fund does not appear it was ever set up to function that way.

Council Member Scales said that maybe breaking it into its own fund was not the correct path for sustainability. He asked if they might need to look at putting it back into another fund. If the system is not set up to be self-sustaining, they cannot keep raising prices and need to look for another solution.

Administrator Wilson said the Property Tax base is the other source of revenue. Currently all properties pay a stormwater utility fee and only a portion of properties pay sanitary sewer and water because only a portion of them are connected to the system. It is easy to determine who gets sanitary sewer and water. The stormwater system includes pipes, ponds and ditches and may not look like infrastructure but has been graded, dugout and designed to operate a different way. Water, Sewer, and stormwater are considered our three utilities, but stormwater is very different.

Council Member Scales said everybody who does not have a well and septic thinks they should not be paying for stormwater. They may need to find a way to explain how everyone benefits from it.

Mayor Dietrich asked if Stormwater information has been published in an Insights.

Administrator Wilson said she would check when the last time it was published. They have all fielded questions regarding stormwater fees and have their methods of trying to educate residents. She is not sure if information has been provided to all residents.

Council Member Gliva asked if staff knows how other cities manage their stormwater.

Administrator Wilson said they are not unique in charging a stormwater fee. She is not aware of how other cities manage their funds and would have to do more research into other cities' fee structures and if they are managing to cover their costs.

Director Connolly said they were one of the last cities to adopt a stormwater fee. Not having the fee for many years put them behind and has put them into the position they are currently in. Their stormwater fee was adopted in 2012 but it is one of the lowest fees in the Twin Cities. They have had rate increases but still remain in the bottom 10% in terms of what they charge for stormwater management. They have residents who feel it is not useful for them. An article in Insights is a great idea but they need to fundamentally change the dynamic. It will likely require a fee restructuring for those that get more benefit than others. They have to have reasoning behind their fees. It will require a lot of discussion and tough conversations.

There was a full study of the water and sewer utilities a few years ago. They did not change the fees dramatically, but it took a lot of time and conversations to create a plan that would function. The fees and the plans for those utilities do function. It was adopted and they had to raise the fees for so many years to make that fund function. If the city is not willing to raise the fees to follow the model, the model will not work. It is a tough decision to have to make and they try to break it down to be understandable. They are doing the best they can looking for grant funding, but they are trying to stretch every dollar they have. Staff will continue to work with the Council to determine what they can do.

Director Hove presented why this work is important.

- Planning
 - Setting work plans - 2025 projects are already being prepped for: 2026 just around the corner
 - Building budgets
 - Setting levies (if necessary) and
 - Impact to user fees (utility rates)
 - Addressing unfunded projects
- Provides an opportunity for improved transparency and communication with our residents

How to pay for it:

- Cash Forecasting - in the coming weeks and/or months, staff will review each fund's ability to pay for the plan
- Identify areas of weakness and provide Council with recommendations on:
 - Levy
 - Utility Rates
 - Drinking Water Revolving Loan (DWRF) - State has confirmed the City's approval of loan; final paperwork projected to come before Council in late July or August
 - American Rescue Plan Act Dollars - Council has approved the use of \$2.5 million towards the Water Treatment Plant Rehabilitation

Still on the Horizon:

Unprogrammed/Unfunded Projects

- Larger Facility Needs
- Railroad Quiet Zone
- Street Projects

- 65th Street (TH 3 to Babcock Trail)
- Akron Ave (Rosemount to Cliff)
 - Need remains; City Council requested County to consider revised funding split/policy before advancing.
- Utility Projects
 - Unprogrammed Storm Water Needs
 - City has already identified a funding deficit in this area
 - Unprogrammed NWA Stormwater Outfalls
 - Pending NWA Development
 - B-Line Lift Station
 - Pending NWA development
 - 64th Street Outfall Repair
 - Pending damage assessment & disaster relief funding
- Cell Antenna Monopole

Today's Request / Purpose

- Are staff proposing the right projects?
- Do projects seem prioritized properly?
- Do timelines seem appropriate?
- Are there any projects missing from the 5-year plan that Council would like added to the plan?
- Are there projects in the plan that Council would like removed?
- Regarding PMI Projects, is Council comfortable with the projects laid out for 2026?
 - Those projects are ready to begin feasibility study and are thus introduced to residents in Fall, 2024.

Mayor Dietrich asked if staff feels that they have received enough feedback and direction from Council throughout the meeting or if there is anything else they would like from Council.

Director Hove said the feedback on the two projects was good. It will probably take a while for Council to digest all of the information. When staff is providing information on projects for feasibility or budget processes if they have any further feedback, they would like to hear it.

Council Member Murphy said Council had some requests for information and wants to make sure staff had them.

Administrator Wilson said she has the notes relating to the operating budgets.

Council Member T'Kach said she likes that the maps regarding future road work are being published for residents to see what is planned for their area over the next few years. She asked if there was a way to provide information on possible assessment amounts.

Director Connolly said he would be hesitant to give a solid number for an assessment because they are determined through feasibility reports and every project is different. If they provided an estimate for Mill & Overlay and it was determined that it needed a Full Depth Reclamation, the assessment could go up 50%. They are trying to be upfront and honest with residents but do not

want to provide incorrect information. If a resident calls requesting information, he could provide a high level overview and that there would be a cost.

Council Member T'Kach asked to confirm if the further ahead they can get with the information, the sooner they are able to provide that information to residents.

Director Connolly said the Council and Taskforce's goal was to start the notification process 18 to 24 months in advance and hopefully be able to provide a cost 12 months in advance of the project.

5. ADJOURN

Motion to adjourn at 9:15 p.m. by Gliva, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sara Lyons

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, July 22, 2024 - 6:00 P.M. - 8150 BARBARA AVENUE

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, July 22, 2024. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Dietrich; Council Members: Murphy, T’Kach, Gliva and Scales
Staff Present: City Clerk Kiernan, City Administrator Wilson, City Attorney Nason, Community Development Director Ziemer, Fire Chief Thill, Fire Marshal Oswald, Police Chief Chiodo, Finance Director Hove and Assistant Finance Director Hosszu.

3. APPROVAL OF AGENDA:

Administrator Wilson asked to remove 5F from the consent agenda to be discussed by Council.

Motion to approve amended agenda by Gliva, second by Scales

Ayes: 5

Nays: 0 Motion carried.

4. PRESENTATIONS:

5. CONSENT AGENDA:

- A.** Approval of the Minutes of the June 24, 2024, City Council Meeting
- B.** Approval of the Minutes of the June 25, 2024, Special City Council and Advisory Commission Work Session
- C.** Approval of the Minutes of the July 8, 2024, City Council Meeting
- D.** Approval of Disbursements, **Resolution 2024-139**
- E.** Personnel Actions
- F.** Ordinance Amending the Southeast Quadrant PUD to allow for a beauty school located at 5786 Blackshire Path, **Ordinance 1481 & Resolution 2024-0145**
- G.** Authorize Request for Proposal (RFP) for Professional Auditing Services for Fiscal Years 2024-2028, **Resolution 2024-140**
- H.** Contract Award for Fire Department Station Location Study, **Resolution 2024-141**
- I.** Resolution Providing Municipal Concurrence of Dakota County State-Aid Highway System Revisions - 117th Street, **Resolution 2024-142**
- J.** Resolution Approving First Amendment to the Joint Powers Agreement (JPA) for the Criminal Justice Network (CJN), **Resolution 2024-143**
- K.** Resolution Authorizing Re-Application for the Minnesota Department of Public Safety Grant Funded DWI Officer, **Resolution 2024-144**

Motion to approve consent agenda items 5A - 5E, 5G - 5K by T’Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Administrator Wilson said Item 5F is an ordinance to amend the southeast quadrant Planned Unit Development (PUD) to allow a beauty school at 5786 Blackshire Path. This development has a very specific PUD and requires an amendment to the PUD. When reviewing the agenda they did not include a Summary Publication Ordinance. There were also a few typographical errors in the ordinance. The sustenance of the ordinance has not changed. Staff requests Council to adopt the ordinance as presented.

Motion to approve item consent agenda item 5F - Ordinance 1481 and Resolution 2024-145 by Scales, second by Murphy.

Ayes: 5

Nays: 0 Motion carried.

6. PUBLIC HEARINGS:

A. Temporary Premise Expansion for On-Sale Liquor License - Mississippi Pub

Council Member Gliva said due to her business interest in the Mississippi Pub she will not be taking part in the discussion or voting.

Clerk Kiernan said Mississippi Pub has applied for a one day premise expansion for on-sale liquor licenses for July 24 for the Live on the Lake event, August 13 for Grooves and Food Live and Music event and September 10 for Grooves and Food Live and Music Event. The expansion laws allow them to sell liquor beyond the normal boundaries of their liquor license for a defined date and time frame. The site map includes areas of the pub's parking lot where liquor will be served during these events. Staff recommends holding a public hearing and approving the licenses for July 24, August 13, and September 10.

Motion to close public hearing by Scales, second by T'Kach.

Ayes: 5

Nays: 0 Motion carried.

Motion to approve a Temporary Premise Expansion for On-Sale Liquor License for July 24, August 13, and September 10, 2024 by Scales, second by Murphy.

Ayes: 4

Nays: 0

Abstain: 1 (Gliva) Motion carried.

7. REGULAR BUSINESS:

**A. Appeal of Compliance Order and Request for Variance to the Fire Code Board of Appeals
FIRE BOARD OF APPEALS - RESOLUTION 2024-01**

Fire Marshal Oswald presented this item. The request is for variance for fuel storage tanks for Total Construction. The property is near Hwy 52 and north of 117th St. the zoning in the area is I-1 and I-2. The addresses 10608 and 10620 Courthouse Blvd are both used for the parcel (PID 20-02700-50-020). The property is currently zoned I-1, Limited Industry. After a recent fire inspection, it was noted that they have too much fuel stored on the property for an I-1 zoning district according to Fire Code (City Code 9-2-4). The owner is requesting a variance from this IGH Fire Code in order to keep existing fuel storage tanks on the property.

IGH City Code - Title 9, Chapter 2 Fire Prevention Code - 9-2-4: Limits for storage of certain hazardous materials:

- A.** Storage of flammable or combustible liquids in outside aboveground tanks is prohibited in all zoning except that the storage of flammable or combustible liquids in above ground storage tanks is permitted as follows:
1. In the I-2 zoning districts.
 2. In the A, B, P, and I-1 zoning districts, one approved tank not exceeding 500 gallons' individual capacity or two tanks in an approved dual tank system not exceeding 1,000 gallons' aggregate capacity

In the I-1 district fuel storage and dispensing is permitted provided it is not for retail sales, except propane and the fuel is used exclusively by the owner. Total Construction is following these guidelines. The Fire Code for the I-1 District allows one tank not exceeding 500 gallons' individual capacity or two tanks in an approved dual tank system not exceeding 1,000 gallons' aggregate capacity. Total construction is out of compliance with this code. The property has five tanks with 3,500 gallons total capacity.

Previous Council action for Bulk Fluids:

- Bulk Fluid produces and distributes windshield washer fluid - wanted to relocate to IGH and build new
- Was seeking to rezone land at 8245 Argenta Trail from I-1 to I-2
- Proposed storing flammable liquids outdoors in above ground storage tanks:
 - One 20,000 gallon tank for methanol
 - Two 9,000 gallon tanks plus one 2,500 gallon tank for windshield washing fluid
- Bulk Fluids did not meet the standards for I-1 zoning district
 - The exemption is only for outdoor storage of fuel
 - Bulk Fluids was seeking to store methanol
 - Location of property - closer to residential neighborhoods

There is an option to appeal and request an exception. If the variance is granted, staff is recommending it be conditioned on the following requirements:

- All tanks must be brought into compliance with all applicable codes and standards with the exception of the limitation on the size of fuel tanks found in Section 9-2-4 of the City Code.
- All non-used diesel tanks must be removed if no longer used.
- No new or additional tanks can be added to the Property.

- The fuel types within the tanks must remain the same.

Items identified to bring the tanks into compliance (if variance is granted):

- Tank protection shall be provided
- Provide an emergency disconnect switch (cannot be within 20 ft. of dispensers, cannot be more than 100 ft. away, shall be labeled and between 42 and 48 inches in height)
- A minimum 2A-20B:C fire extinguisher shall be within 75 ft. of dispensing stations
- Dispenser operating instructions shall be posted
- Emergency procedure signage shall be posted
- A telephone or other approved means shall be installed for notification of the fire department in case of emergency
- Tank dispensing operations cannot be within 10 feet of combustible exterior walls or overhangs
- Dispensing nozzles cannot reach within 5 ft. of buildings
- Dispensing hoses shall not be more than 18 ft.
- Emergency breakaway devices are needed
- Remove extension cords being used as permanent wiring, pumps shall not be powered with temporary wiring

Depending on what tanks Total Construction decides to remove, some of the above issues may be resolved without further action. The owner told staff that the existing fuel storage tanks are used exclusively by their business as the property owner and no retail sales of fuel is allowed. The existing tanks were already on the Property when it was purchased in 2006. There are no residential areas boarding the property and the property is 18.8 acres.

The next steps are to hear from the applicant/property owner. Council will be able to ask questions to both the applicant and staff and then make a decision on the variance request.

Bill Krech - 10608 Courthouse Blvd (business address) - said they purchased the property around 2006 and the tanks were already on the property. The reason they have multiple tanks is they have on-road diesel, off-road diesel and gasoline stored there. Two of the tanks are diesel fuel, one is off-road diesel, and one is gasoline. The fifth tank is not in use. They use the location as their mobile equipment location. All of their equipment is fueled there. The use of the fuel is for all of their construction projects and equipment. They cannot fuel the equipment at a regular gas station. The tanks are filled approximately every two weeks during the summer and once a month in the winter.

Krech said they reviewed the updates that the fire marshal requested, and they accept them. They have not proceeded with any of the updates because they did not know if the variance would be approved.

Council Member T'Kach asked Krech if they are planning to remove the unused tank.

Krech said they will remove the unused tank.

Council Member T'Kach asked if the tanks are permitted by the PCA for spill containment.

Krech said there is nothing permitted by them, but they are inspected by the environmental group. The tanks are double-walled tanks, and the three main tanks have barricades and protection around them. They have had no issues with their EPA inspections.

Council Member T'Kach asked if it was the County that inspects them.

Krech said yes, it is the County.

Council Member Murphy asked Fire Marshal Oswald to provide the overview of the Bulk Fluids information again.

Fire Marshal Oswald said they were trying to store methanol in a 20,000 gallon which is not allowed. The I-1 zoning district does not allow methanol to be stored.

Council Member Murphy asked to confirm that fuel was permitted in the I-1 zoning district.

Fire Marshal Oswald said the zoning code for the I-1 district allows fuel storage as long as the owner exclusively uses it. The issue for Total Construction is whether the volume is over what is permitted in the Fire Code.

Council Member Gliva asked if they think they may have similar issues in the area.

Fire Marshal Oswald said they have two other properties with similar issues. One has already been resolved and switched from a 1,000 gallon tank to a 500 gallon tank. The other property has been advised of the limits and given a timeframe to become compliant. Staff does not know if they are going to resolve the issue on their own or request a variance.

Mayor Dietrich asked what the timeframe is for the other property to become compliant if a variance is not requested or approved.

Fire Marshal Oswald said that he does not have that information with him, but it is typically 90 days.

Administrator Wilson said they would like Council to act by either approving or denying the resolution. The Council can move the resolution with amendments.

Mayor Dietrich asked if Council would have time to revisit the verbiage in the variance at a later time.

Administrator Wilson said they could give directions to staff to come back with a resolution that Council agrees with.

Council Member Gliva asked if their ordinance is too strict and should be changed.

Attorney Nason said staff would like to revisit the issue of the language regarding the tank size being in the fire code and not in the zoning. It would be beneficial for tank size to be included in the zoning ordinance. This is an area that could use some revision.

Council Member T'Kach said she has concerns regarding how many places in Inver Grove Heights have outdoor fuel storage tanks of 500 gallons or more.

Fire Marshal Oswald said he does not have the numbers in front of him and it is not tracked.

Council Member T’Kach said 3,500 gallons is much higher than the permitted amount.

Fire Marshal Oswald said the State Code would permit more than that. This was an amendment to the City Code. The previous Fire Marshal said he thought the amendment was made to prevent fuel filling stations from using above ground fuel tanks. Oswald said this might be better in the zoning code and the stricter City Code may need to be reviewed.

Council Member T’Kach asked if a condition could be added to the sale of a property to require the property to comply with code when the sale is made.

Attorney Nason said if it were a land use variance it could not be. Since this is a Fire Code variance there is not anything in the Fire Code that would prevent it from being added. Verbiage saying that all of the existing tanks except for one 500 gallon fuel tank must be removed from the property if the property ownership changes could be added to the resolution if that is the concern.

Council Member Scales said knowing the size of equipment that is fueled at the property, one 500 gallon tank does not do a lot. He thinks they are overly stringent.

Council Member Murphy said he agrees with Council Member Scales and understands why this is different than the decision they made in September 2023. The information that they are more stringent than the State is helpful, and he does not have an issue moving the resolution forward.

Council Member Gliva said she does not have any issues with moving the resolution forward but thinks the code should be updated if they will continue to have requests for a variance and asked how long it would take to draft a change.

Administrator Wilson said staff will look at the code and see if the requirement is necessary and reasonable and if it is in the right place. They will bring a resolution back to the Council for review. It would need three readings of an ordinance before the code could be amended. Staff could likely have it prepared in one month.

Council Member T’Kach said she agrees with the path staff is suggesting. The business has been operating for years with the tanks that they have, and she does not see an issue if they need to wait six to eight weeks for staff to provide the information. She asked Fire Marshal Oswald if they would wait to enforce compliance until Council completed the review of the proposed ordinance changes.

Fire Marshal Oswald said they would be able to wait on enforcement.

Council Member Sales said he does not like the idea of waiting while they have an applicant. He wants to resolve this variance and then come back and review the code. The process could take two to three months to have this resolved.

Mayor Dietrich asked how it would affect the other business that is waiting.

Administrator Wilson said they could see a second appeal because they have already been notified that they are out of compliance.

Mayor Dietrich said she would like to see this done within 90 days.

Council Member T’Kach said she agrees so they are not under pressure to match the code to the variances given and Council should have a discussion.

Council Member Murphy said he thought they were having two conversations, one about updating the code to match the fire code and a second conversation about moving the resolution forward or not.

Mayor Dietrich asked Attorney Nason to provide the steps for the process.

Attorney Nason said tonight they need to either take action or continue this resolution to another date. There are resolutions for both approval and denial in the packet. There is another property owner that may submit a variance request, but they have no indication of whether they will or not. The Council seems to be requesting staff to review the language in the code and identify if it should be amended to add to zoning or change the size of fuel tanks permitted within the zoning districts. Staff would review proposed changes with Council for approval.

Motion to approve resolution 2024-01 of Fire Code Board of Appeals - approval of variance from order issued by Fire Inspector for property located at 10608 Courthouse Blvd by Murphy, second by Scales.

Ayes: 4

Nays: 1 (T’Kach) Motion carried.

Mayor Dietrich asked if any other action is needed from Council to direct staff to review the language in the ordinance.

Attorney Nason said it seems there is a consensus from the Council that this should be revisited from staff and the fire department staff to propose a potential change to the code.

Administrator Wilson said they did not need a motion.

B. Discussion of Potential Public-Private Partnership for a Boat Launch

Administrator Wilson presented this item. This has been discussed in the past by Council. The 2023 Legislative session made appropriation bills to different state agencies. In the bill funding the Department of Natural Resources, \$1.2 million was appropriated the first year as a grant to Dakota County for adding a public boat launch along the Mississippi River between South St. Paul and Hastings. Dakota County representatives suggested to Administrator Wilson that the County would pass the funding through to the City of Inver Grove Heights. The city did not have plans in the works for building a boat launch and does not own riverfront land that appears suitable for a boat launch. A possible public - private ownership started being discussed.

During the fall of 2023 staff made efforts to identify an example of a comparable public - private partnership and were unable to find any in Minnesota. There were challenges

identifying what the "rules" would be to use the funds for improvements to a privately-owned boat launch in return for public access.

Questions regarding a public - private partnership:

- Length of public use in exchange for funds
- Physical requirements for a public boat launch
- ADA compliance
- Public bidding, contracting and prevailing wage requirements
- Historical and archeological approvals

The State funding was carried over from 2023 to 2024. They would need to have a grant agreement in place with the state and county by June 2025. There was a meeting in July that included Council Members Scales and T'Kach, Administrator Wilson, Parks & Rec Director Lares, State Representative Hansen, Dakota County Commissioner Adkins, Joe, and Melissa Harms who currently have a boat launch and have expressed a potential interest in partnering with the city.

Administrator Wilson said she contacted the DNR for further guidance and received information regarding the length of the contract today.

- A use contract (i.e., the public / private partnership) must be:
 - "for a term that is equal or greater than **125% of the Useful Life** of the Real Property and, if applicable, Facility or such other period of time specifically authorized by a Minnesota statute, rule or session law."

When state bonding dollars are given they can only be spent on publically owned properties. These were General Fund dollars from the state and staff were hopeful that a public - private partnership was possible.

New information from the DNR:

- "Real Property" equals land with no improvement of construction
- Useful life of Real Property is 30 years
- 125% of that is 37.5 years
- A marina is a "Facility"
- Useful life of a Facility is 50 years
- 125% of 50 years is 62.5 years

The report in the packet from staff was done prior to receiving this information. It would be difficult to find a business that would be willing to allow public use while still operating their business for 62.5 years.

\$1.2 million is a lot of money but it is not likely to be enough to acquire land, design and build a boat launch from scratch. The city has a lot of other recreational needs and wants, and a public boat launch may not be a priority. The grant agreement has to be entered into with the county and state in ten months and that might not be enough time to complete the necessary steps.

Staff's recommendation is to notify Dakota County that the city does not have a means of utilizing the funding in the foreseeable future. County staff has indicated that the county would likely put the money toward a publicly owned boat launch at Spring Lake Park Reserve.

Council Member Scales said the process looks very complicated. He asked how much land the City owns on either side of the bridge.

Administrator Wilson said she did not have the size but shared a map with the property areas owned by the city and the CDA.

Council Member Scales asked what the land is like on the northern edge where Heritage Village Park is.

Administrator Wilson said she has not explored the riverfront in the area. They would need to find a way to get there. It may be a low area or a natural wetland.

Mayor Dietrich asked if the gun club was there.

Administrator Wilson said it is north of the area shown on the map. The northern most marina is south of the area Council Member Scales referred to that is owned by the City.

Council Member Scales said the project was becoming complicated but wants to know if that area would be a possibility.

Administrator Wilson said she understands the want to explore but her concern is spending too much time and costing the county an ability to enter a grant agreement with the DNR.

Council Member Gliva asked if it was possible to create a contract with the property owners that have options for renewals that would cover the 62.5 years.

Administrator Wilson said in order for the state to release the \$1.2 million it would need to have a contract for the full 62.5 years.

Attorney Nason said she agreed that the contract would have to be for the full time frame.

Council Member Murphy asked if the state required public access for 62.5 years or a longer period than that.

Administrator Wilson said they required 62.5 years.

Council Member Murphy asked if the concern with the length of the contract is all of the variables that could happen in 62.5 years.

Administrator Wilson said that is where she sees challenges. This is not a vacant piece of land that future City Councils and Directors could control what happens with the land. This is a business property, and they would need to protect against the sale or closure of the business. It would be likely to need another investment of funds in the 62.5 year period and the city would likely be expected to provide the funds.

Administrator Wilson said they do not have to make the decision tonight. Staff can look at the area. The city would need to spend money to advance the project that would not be reimbursable. A consulting engineer would need to be hired to work with the private partner

to create a list of improvements that would be needed. Before receiving the information from the DNR she was going to request funds to review a plan for a public - private partnership. This would have been similar to what was done when the grant was received for the Stone Arch Bridge redesign.

Council Member T'Kach said that she understands the need to tell Dakota County if the city will be able to use the funds and asked if staff could determine if the area was a possibility quickly.

Administrator Wilson said the next regular Council Meeting is August 12th and they could take one more look at the riverfront or complete any other research within that time. They will want to tell Dakota County at that time if they think they have a use for it or not.

Council Member T'Kach said she does not want the city to miss the opportunity but does not want it to take too long.

Council Member Scales said he would like to take another week and go out and walk the area himself.

Mayor Dietrich said she does not want to be hasty but understands a decision needs to be made quickly.

Council Member Scales said it might be something that they realize would take \$5 million to develop and it would not be worth it. He wants to know the area before walking away from it.

Council Member Murphy said he agrees that it should be looked into for another one to two weeks. He asked how much land is needed for a boat launch.

Administrator Wilson said she does not know but the City of South St. Paul has a public boat launch in partnership with the DNR. It is part of a larger parcel, but they can review that information.

Joe Harms - 2185 67th Street - said when Heritage Park Village was first discussed they proposed a public boat launch in the southern area. He said he opposed this because they have a private boat launch just north of the area and it is too close. He does not know the acreage needed.

Mayor Dietrich asked Harms if he wanted to provide any opinion on the public boat launch.

Harms said the information they received that morning was a surprise. They had expected a term of 20 to 30 years, not 62.5 years. He does not know if there is anything that could be done. A launch lift has a long life but there are parking areas and docks that would need repairing.

Mayor Dietrich asked if he wants Council to consider this for a couple of weeks so he could also consider it more.

Harms said he would be open to brainstorming over the next couple of weeks.

Mayor Dietrich said they would like staff to provide more information at the next Council meeting.

Administrator Wilson said they would provide more information at the next meeting.

8. PUBLIC COMMENT:

9. MAYOR AND COUNCIL COMMENTS:

Mayor Dietrich welcomed Jason Ziemer as the new Communications Development Director.

Council Member T’Kach enjoyed the ribbon cutting at Inver Grove Community College - Technical and Business Center. She said it will be a huge asset to the community.

Council Member Scales said the Food Truck Event was well attended and a great event. He is hoping to do it again next year.

10.ADJOURN:

Motion to Adjourn at 7:04 p.m. by T’Kach, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sara Lyons



Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: August 12, 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 July 17 – August 6, 2024.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of July 17 – August 6, 2024. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$753,840.50
Special Revenue	218,820.05
Debt Service	358,845.01
Capital Projects	1,813,289.28
Enterprise	393,098.67
Internal Service	142,290.38
Escrows	18,151.48
Total - All Funds	\$3,698,335.37

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 8.12.2024
2. Disbursements Listing (7.17.2024 - 8.6.2024)

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

RESOLUTION NO. 2024-145

**RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF July 17, 2024 -
August 6, 2024.**

WHEREAS, a detailed listing of disbursements for the period of July 17, 2024 - August 6, 2024 was presented to council for approval.

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	\$753,840.50
Special Revenue	218,820.05
Debt Service	358,845.01
Capital Projects	1,813,289.28
Enterprise	393,098.67
Internal Service	142,290.38
Escrows	18,151.48
Total - All Funds	\$3,698,335.37

Approved by the City of Inver Grove Heights, Minnesota this 12th day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report By Fund

Payment Dates 7/17/2024 - 8/6/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
LELS	INV0195800	07/12/2024	UNION DUES (LELS LIEUTENA...	101.0000.000.2041	282.00
INTERNATIONAL UNION OF O...	INV0195804	07/12/2024	UNION DUES IUOE-49 REGUL...	101.0000.000.2041	245.00
INTERNATIONAL UNION OF O...	INV0195805	07/12/2024	UNION DUES IUOE-49 WORKI...	101.0000.000.2041	121.31
IUOE	INV0195806	07/12/2024	UNION DUES IUOE-70	101.0000.000.2041	1,912.00
LELS	INV0195820	07/12/2024	UNION DUES (LELS SGT)	101.0000.000.2041	493.50
MEDSURETY, LLC	7/17/2024	07/17/2024	EMPLOYER CONTRIBUTIONS-...	101.0000.000.2030	1,200.00
TYLER TECHNOLOGIES, INC	025-472351	07/18/2024	COA Progress Billing 6.24.2024	101.1800.000.5310	290.00
HOLIDAY COMPANIES	080901012400	07/18/2024	Squad car washes	101.2000.000.5410	185.00
OCCUPATIONAL HEALTH CEN...	103972952	07/18/2024	Pre-employment physical	101.1120.000.5310	169.00
OCCUPATIONAL HEALTH CEN...	103988766	07/18/2024	Pre-employment physical	101.1120.000.5310	169.00
UNIFIRST CORPORATION	1410069199	07/18/2024	Streets Uniforms	101.3200.000.5175	52.21
UNIFIRST CORPORATION	1410069199	07/18/2024	Parks Uniforms	101.4200.000.5175	22.00
UNIFIRST CORPORATION	1410072129	07/18/2024	Streets Uniforms	101.3200.000.5175	52.21
UNIFIRST CORPORATION	1410072129	07/18/2024	Parks Uniforms	101.4200.000.5175	22.00
CONSERVATION CORPS MINN...	14938	07/18/2024	Corpsmember hours in parks 6...	101.4200.000.5310	13,640.00
FIRST IMPRESSION GROUP	158731	07/18/2024	Invitations for Commissioner ...	101.1000.000.5333	145.00
MADISON NATIONAL LIFE INS...	1631749	07/18/2024	7.2024 Premium	101.0000.000.2026	4,320.45
EYEMED	166361672	07/18/2024	7.2024 Premium	101.0000.000.2018	250.71
KENNEDY & GRAVEN	182047	07/18/2024	General City Business	101.1000.000.5305	14,738.69
QUICKSCORES LLC	241468	07/18/2024	Pickleball league standings/sc...	101.4300.455.5395	98.00
TAHO SPORTSWEAR	24TS3171	07/18/2024	T-shirts for safety camp	101.4300.452.5190	908.50
TAHO SPORTSWEAR	24TS3276	07/18/2024	Summer rec soccer shirts	101.4300.454.5190	551.30
DAKOTA AWARDS & ENGRAV...	28084	07/18/2024	Nametag & Chamber Name Pl...	101.5000.000.5190	44.00
ASPEN MILLS	335129	07/18/2024	Vest and body armor w/embro...	101.2000.000.5175	437.80
ASPEN MILLS	335130	07/18/2024	Vest and body armor w/embro...	101.2000.000.5175	1,457.80
BUREAU OF CRIMINAL APPRE...	35443	07/18/2024	DMT Certification - Kuzel	101.2000.000.5340	375.00
BUREAU OF CRIMINAL APPRE...	35868	07/18/2024	DMT Recertification Training- ...	101.2000.000.5340	75.00
MN NCPERS LIFE INSURANCE	542000082024	07/18/2024	8.2024 Premium	101.0000.000.2024	208.00
DAKOTA CTY FINANCIAL SVCS	5502167	07/18/2024	Police: DCC subscriber fee 5.2...	101.2000.000.5310	1,959.72
DAKOTA CTY FINANCIAL SVCS	5502167	07/18/2024	Fire: DCC subscriber fee 5.2024	101.2200.000.5310	1,773.08
DAKOTA CTY FINANCIAL SVCS	5502167	07/18/2024	PW: DCC subscriber fee 5.2024	101.3200.000.5310	46.66
AHERN FIRE PROTECTION	6/27/2024	07/18/2024	Refund permit #PRFP2024000...	101.2200.000.4160	33.10
AHERN FIRE PROTECTION	6/27/2024	07/18/2024	Refund permit #PRFP2024000...	101.2200.000.4348	21.51
CAMPBELL KNUTSON, P.A.	6/30/2024	07/18/2024	Legal Prosecution Services 6.2...	101.2000.000.5306	20,910.28
BRYAN ROCK PRODUCTS	64983	07/18/2024	Red ball limestone for basebal...	101.4200.000.5125	1,117.52
OTTE EXCAVATING	6641	07/18/2024	Rich Valley septic tank pump &...	101.4200.000.5400	2,748.64
AMERICAN WATERWORKS	7/1/2024	07/18/2024	Refund permit #PRBD202400...	101.0000.000.2207	10.35
AMERICAN WATERWORKS	7/1/2024	07/18/2024	Refund permit #PRBD202400...	101.5200.000.4184	318.36
CROSSINGS IGH LLC	7/16/2024	07/18/2024	Tax Abatement-1st 1/2 2024	101.0000.000.5490	93,908.95
MARSHALL, ADAM	7/9/2024	07/18/2024	Music in the park performance...	101.4300.453.5310	375.00
DOUGLAS JOSEPH JAKACKI	7/9/2024	07/18/2024	Umpire payment - adult softba...	101.4300.455.5310	306.00
JEREMY CARLSON	7/9/2024	07/18/2024	Umpire payment - adult softba...	101.4300.455.5310	306.00
INTOXIMETERS	763142	07/18/2024	Repair Intoximeters	101.2000.000.5150	725.35
BIG TOP RENTAL, INC.	78347	07/18/2024	Parks port-a-potties 5.2024	101.4200.000.5430	2,460.00
BIG TOP RENTAL, INC.	78348	07/18/2024	Parks port a potties 6.2024	101.4200.000.5430	3,335.00
STERICYCLE INC	8007470910	07/18/2024	Shredding pick up service	101.2000.000.5310	196.69
MN LIFE INSURANCE CO	86579551-00	07/18/2024	7.2024 Premium	101.0000.000.2022	4,256.05
GRAINGER	9178166188	07/18/2024	Mounted door stops for park ...	101.4200.000.5400	218.64
SAFETYFIRST SPECIALTY CONT...	9396	07/18/2024	parts for playground equipme...	101.4200.000.5400	296.40
T-MOBILE USA, INC.	9571864355	07/18/2024	GPS Locate Fee	101.2000.000.5310	115.00
STREICHER'S	I1707181	07/18/2024	Pants	101.2000.000.5175	120.00
JASON THOMAS CARDINAL	IGH24-1	07/18/2024	Pre Employment Backgrounds	101.2000.000.5310	1,687.50
BRITTANY MISKOWIEC	IGHPD-07082024	07/18/2024	Peer Support Training	101.2000.000.5312	525.00

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BRITTANY MISKOWIEC	IGHPD-07082024	07/18/2024	Dept Covered Sessions	101.2000.000.5312	465.00
GEOTAB USA, INC.	IN389282	07/18/2024	ProPlus Monthly Fee	101.2000.000.5395	283.43
MN DEPT OF REVENUE	June 2024	07/18/2024	Taxes	101.0000.000.2205	532.96
MN DEPT OF REVENUE	June 2024 CR	07/18/2024	Taxes	101.0000.000.2205	-0.45
CALLYO 2009 CORP.	R19661	07/18/2024	2024-2025 Software License	101.2000.000.5395	3,540.00
MEDSURETY, LLC	7/19/2024	07/19/2024	FLEX COMP SPEND DED PAY (...)	101.0000.000.2036	355.77
BJORKLUND COMPENSATION ...	00004646	07/25/2024	Public Works Job Evaluations	101.1120.000.5310	600.00
MINNEAPOLIS OXYGEN CO.	00128302	07/25/2024	Oxygen cylinder rental invoice...	101.2200.000.5310	211.69
EARL F ANDERSEN INC	0136790-IN	07/25/2024	No parking signs	101.3200.000.5125	155.00
TYLER TECHNOLOGIES, INC	025-472101	07/25/2024	COA G/L Data Conversion Serv...	101.1800.000.5310	1,750.00
ANCOM COMMUNICATIONS, ...	122577	07/25/2024	worked on audio in speakers a...	101.2200.000.5405	275.00
MN FIRE SERVICE CERT BOARD	13004	07/25/2024	Firefighter I and hazmat test f...	101.2200.424.5340	959.50
EMERGENCY TECHNICAL DEC...	1465	07/25/2024	Turnout gear repairs	101.2200.000.5310	707.00
ADVANCED GRAPHIX, INC.	214305	07/25/2024	boat lettering and stealth pat...	101.2200.000.5405	99.52
DAKOTA CTY FINANCIAL SVCS	5502237	07/25/2024	2nd Quarter Electric Billing - 2...	101.3400.000.5355	943.14
KENISON, TERRI	6/30/2024	07/25/2024	Monthly fire station cleanings...	101.2200.000.5310	1,600.00
MILLENACKER, TODD	7/10/2024	07/25/2024	Music in the Park performance..	101.4300.453.5310	250.00
WILLIAM ARNE BJORN DAL	7/19/2024	07/25/2024	Music in the park performance..	101.4300.453.5310	350.00
RICHARD ALAN PRODUCTIONS...	7/22/2024	07/25/2024	Live band for Summer Food Fe...	101.4300.453.5310	1,850.00
DOREMI TINOCO	7/23/2024	07/25/2024	Youth sewing class	101.4300.452.5310	350.00
AMAZING ATHLETES	757324	07/25/2024	Amazing Athletes Classes	101.4300.454.5310	980.00
COMCAST	8772105910359526X07052024	07/25/2024	Cable for Fire Station 1	101.2200.000.5310	10.92
DAKOTA 911	IG2024-08	07/25/2024	DCC Contract 8.2024	101.2000.000.5313	66,849.30
DAKOTA 911	IG2024-08	07/25/2024	DCC Contract 8.2024	101.2200.000.5313	7,427.70
PRECISE MRM	IN200-1049919	07/25/2024	GPS Data	101.3200.000.5310	110.00
MUNICIPAL EMERGENCY SERV...	IN2083814	07/25/2024	Turnout gear	101.2200.000.5175	4,044.29
INNOVATIVE OFFICE SOLUTIO...	IN4572843	07/25/2024	Non-Skid Bookend	101.4300.459.5105	6.00
INNOVATIVE OFFICE SOLUTIO...	IN4588773	07/25/2024	Pencils, pens, notepads & pap...	101.2200.000.5105	169.53
INNOVATIVE OFFICE SOLUTIO...	IN4588938	07/25/2024	Office Supplies for new CD Dir...	101.5000.000.5105	47.84
INNOVATIVE OFFICE SOLUTIO...	IN4591137	07/25/2024	Note pads and wall hanging m...	101.2200.000.5105	63.39
INNOVATIVE OFFICE SOLUTIO...	IN4593521	07/25/2024	Toner for Elections Printer	101.1200.000.5105	148.46
SAFE-FAST, INC.	INV293253	07/25/2024	Air Meter gas monitor and par...	101.3100.000.5405	2,462.17
SAFE-FAST, INC.	INV293651	07/25/2024	Air Tester Rubber Boot	101.3100.000.5405	138.00
ICMA RETIREMENT TRUST - 4...	INV0197401	07/26/2024	457 -AGE <49	101.0000.000.2038	5,110.38
ICMA RETIREMENT TRUST - 4...	INV0197402	07/26/2024	457 -AGE <49 %	101.0000.000.2038	10,221.18
ICMA RETIREMENT TRUST - 4...	INV0197403	07/26/2024	457 -AGE 50+	101.0000.000.2038	1,400.29
ICMA RETIREMENT TRUST - 4...	INV0197404	07/26/2024	457 PLAN -AGE 50+ %	101.0000.000.2038	1,051.08
ICMA RETIREMENT TRUST - 4...	INV0197405	07/26/2024	457 - ROTH AGE <50	101.0000.000.2038	550.00
ICMA RETIREMENT TRUST - 4...	INV0197406	07/26/2024	457 - ROTH AGE <50 %	101.0000.000.2038	950.74
ICMA RETIREMENT TRUST - 4...	INV0197407	07/26/2024	457 - ROTH AGE 50+	101.0000.000.2038	120.00
AFSCME COUNCIL 5	INV0197408	07/26/2024	UNION DUES (AFSCME FULL S...	101.0000.000.2041	973.17
AFSCME COUNCIL 5	INV0197409	07/26/2024	UNION DUES (AFSCME FULL S...	101.0000.000.2041	44.24
MINNESOTA DEPARTMENT OF...	INV0197410	07/26/2024	CASE #001570640001	101.0000.000.2220	342.87
TEXAS STATE DISBURSEMENT...	INV0197411	07/26/2024	CASE #0012022247	101.0000.000.2220	230.77
MINNESOTA DEPARTMENT OF...	INV0197412	07/26/2024	CASE #001490481201	101.0000.000.2220	357.72
MINNESOTA DEPARTMENT OF...	INV0197413	07/26/2024	CASE #000115468905	101.0000.000.2220	69.22
MINNESOTA DEPARTMENT OF...	INV0197414	07/26/2024	CASE #001563363401	101.0000.000.2220	426.85
WI SCTF (WI SUPPORT COLLEC...	INV0197415	07/26/2024	PARTICIPANT ID#0004986316	101.0000.000.2220	433.06
IGH FIRE RELIEF ASSN	INV0197416	07/26/2024	MEMBERSHIP DUES - FIRE REL...	101.0000.000.2041	442.00
IGH FIRE RELIEF ASSN	INV0197417	07/26/2024	MEMBERSHIP DUES - FIRE REL...	101.0000.000.2041	77.25
MEDSURETY ACH ONLY	INV0197418	07/26/2024	HSA ELECTION-FAMILY	101.0000.000.2031	4,591.80
MEDSURETY ACH ONLY	INV0197419	07/26/2024	HSA ELECTION-SINGLE	101.0000.000.2031	7,131.36
IGH PROFESSIONAL FIREFIGHT...	INV0197420	07/26/2024	UNION DUES (IAFF)	101.0000.000.2041	504.01
MN STATE RETIREMENT SYST...	INV0197421	07/26/2024	MINNESOTA DEFERRED COM...	101.0000.000.2038	1,225.00
MN STATE RETIREMENT SYST...	INV0197422	07/26/2024	MINNESOTA DEFERRED COM...	101.0000.000.2038	848.36
MN STATE RETIREMENT SYST...	INV0197423	07/26/2024	457 ROTH IRA (AGE 49 & UND...	101.0000.000.2038	1,420.00
PERA	INV0197424	07/26/2024	PERA COORDINATED PLAN	101.0000.000.2225	55,746.56
PERA	INV0197425	07/26/2024	EMPLOYER SHARE (EXTRA PE...	101.0000.000.2225	4,288.18
PERA	INV0197426	07/26/2024	PERA DEFINED PLAN	101.0000.000.2225	15.77
PERA	INV0197427	07/26/2024	EMPLOYER SHARE (PERA DEFI...	101.0000.000.2225	15.77

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PERA	INV0197428	07/26/2024	PERA POLICE & FIRE PLAN	101.0000.000.2225	32,797.32
PERA	INV0197429	07/26/2024	EMPLOYER SHARE (POLICE & F...	101.0000.000.2225	49,195.93
ICMA RETIREMENT TRUST - 4...	INV0197430	07/26/2024	ROTH IRA (AGE 49 & UNDER)	101.0000.000.2039	3,447.57
ICMA RETIREMENT TRUST - 4...	INV0197431	07/26/2024	ROTH-AGE <49 %	101.0000.000.2039	108.68
ICMA RETIREMENT TRUST - 4...	INV0197432	07/26/2024	ROTH IRA (AGE 50 & OVER)	101.0000.000.2039	538.46
EFTPS	INV0197433	07/26/2024	FEDERAL WITHHOLDING	101.0000.000.2213	80,214.59
MN DEPT OF REVENUE (PAYR...	INV0197434	07/26/2024	STATE WITHHOLDING	101.0000.000.2215	35,529.96
EFTPS	INV0197435	07/26/2024	MEDICARE WITHHOLDING	101.0000.000.2211	24,234.70
EFTPS	INV0197436	07/26/2024	SOCIAL SECURITY WITHHOLDI...	101.0000.000.2210	68,726.30
ING DIRECT	INV0197437	07/26/2024	MSRS-HCSP	101.0000.000.2035	317.75
PERA	INV0197438	07/26/2024	PERA COORDINATED PLAN	101.0000.000.2225	32.72
PERA	INV0197439	07/26/2024	EMPLOYER SHARE (EXTRA PE...	101.0000.000.2225	2.52
EFTPS	INV0197440	07/26/2024	FEDERAL WITHHOLDING	101.0000.000.2213	47.90
MN DEPT OF REVENUE (PAYR...	INV0197441	07/26/2024	STATE WITHHOLDING	101.0000.000.2215	105.85
EFTPS	INV0197442	07/26/2024	MEDICARE WITHHOLDING	101.0000.000.2211	58.14
EFTPS	INV0197443	07/26/2024	SOCIAL SECURITY WITHHOLDI...	101.0000.000.2210	248.62
ICMA RETIREMENT TRUST - 4...	CM0005595	07/29/2024	457 - ROTH AGE 50+	101.0000.000.2038	-100.00
ICMA RETIREMENT TRUST - 4...	INV0197446	07/29/2024	ROTH IRA (AGE 50 & OVER)	101.0000.000.2039	100.00
DAKOTA ELECTRIC ASSN	200001093947 7/31/2024	07/31/2024	Electric	101.3400.000.5355	1,450.78
DAKOTA ELECTRIC ASSN	200002468379 7/31/2024	07/31/2024	Electric	101.4200.000.5355	1,242.49
DAKOTA ELECTRIC ASSN	200002501658 7/31/2024	07/31/2024	Electric	101.4200.000.5355	590.97
DAKOTA ELECTRIC ASSN	200003935632 7/31/2024	07/31/2024	Electric	101.4200.000.5355	401.21
DAKOTA ELECTRIC ASSN	200004267134 7/31/2024	07/31/2024	Electric	101.3400.000.5355	48.54
DAKOTA ELECTRIC ASSN	200004430542 7/31/2024	07/31/2024	Electric	101.4200.000.5355	18.57
DAKOTA ELECTRIC ASSN	200010036635 7/31/2024	07/31/2024	Electric	101.2200.000.5355	2,780.08
XCEL ENERGY	883629687 CR	07/31/2024	Parks electric charges	101.4200.000.5355	-62.78
XCEL ENERGY	884729813	07/31/2024	PD electric	101.2000.000.5405	44.60
XCEL ENERGY	885364637	07/31/2024	Street lighting electric charges	101.3400.000.5355	12,353.23
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Jacob Kreu...	07/31/2024	stainless steel cleaner	101.4200.000.5125	35.97
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Joe Hawkin...	07/31/2024	graffiti remover & supplies, ca...	101.4200.000.5125	48.45
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Mike Sperl...	07/31/2024	work gloves & hose coupling	101.4200.000.5175	21.99
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Mike Sperl...	07/31/2024	work gloves & hose coupling	101.4200.000.5190	8.99
WELLS FARGO CREDIT CARD A...	Addmaster Corporation Rebec...	07/31/2024	Elections - Ink Cartridges for l...	101.1200.000.5105	268.89
WELLS FARGO CREDIT CARD A...	Afp Mcfoa Judy Wonic WF 06/...	07/31/2024	Mcfoa membership renewal	101.3100.000.5335	50.00
WELLS FARGO CREDIT CARD A...	Afp McFoa Rebecca Ki WF 06/...	07/31/2024	2024-2025 Renewal of MCFOA..	101.1140.000.5335	50.00
WELLS FARGO CREDIT CARD A...	Afp McFoa Rebecca Ki WF 06/...	07/31/2024	2024-2025 MCFOA Dues - Katie	101.1140.000.5335	50.00
WELLS FARGO CREDIT CARD A...	Amazon Mar 111-453600 Stev...	07/31/2024	Permit Tech Mouse	101.5200.000.5105	58.50
WELLS FARGO CREDIT CARD A...	Amazon Mar 112-138012 Chel...	07/31/2024	wrist bands and ribbon for the...	101.4300.459.5190	12.99
WELLS FARGO CREDIT CARD A...	Amazon Mar 114-483395 Tara...	07/31/2024	Supplies for Employee Lunche...	101.2000.000.5190	322.96
WELLS FARGO CREDIT CARD A...	Amazon Market Streets Joel J...	07/31/2024	No Parking signage	101.3200.000.5125	59.80
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rc8514e70 Mo...	07/31/2024	raincoats	101.2200.000.5175	610.80
WELLS FARGO CREDIT CARD A...	Amazon Mktpplace Pmts Moni...	07/31/2024	refund for items that shipped ...	101.2200.000.5190	-1.54
WELLS FARGO CREDIT CARD A...	Amazon Mktpplace Pmts Moni...	07/31/2024	refund for items shipping late	101.2200.000.5190	-0.82
WELLS FARGO CREDIT CARD A...	Amazon Mktpplace Pmts Moni...	07/31/2024	refund for items being shipped..	101.2200.000.5190	-0.75
WELLS FARGO CREDIT CARD A...	Amazon Mktpplace Pmts Moni...	07/31/2024	refund for product shipping la...	101.2200.000.5190	-3.88
WELLS FARGO CREDIT CARD A...	Amazon.Com I93bb92i3 Moni...	07/31/2024	Window cleaner spray for the ...	101.2200.000.5190	28.27
WELLS FARGO CREDIT CARD A...	Amzn Mktp US 6q1sb85u3 Ter...	07/31/2024	20pk suction cups for glass	101.4300.459.5190	12.86
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Dw4cq3op3 C...	07/31/2024	Storage for back cage	101.4300.459.5190	39.99
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rc18164z1 Mo...	07/31/2024	Garage door opener	101.2200.000.5190	30.60
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Su70e5943 Ra...	07/31/2024	Supplies for Huck Finn	101.4300.453.5190	59.42
WELLS FARGO CREDIT CARD A...	Assured Security Joe Hawkin ...	07/31/2024	master parks keys for Adam, J...	101.4200.000.5190	67.98
WELLS FARGO CREDIT CARD A...	Auntie Annes FL265 Scott Osw...	07/31/2024	food for FM at the airport in O...	101.2200.000.5340	13.08
WELLS FARGO CREDIT CARD A...	Bahama Breeze As 4 McO Acc...	07/31/2024	Sam and Amy lunch when tra...	101.1800.000.5340	52.90
WELLS FARGO CREDIT CARD A...	Bluff High Kennels Ryan Rose...	07/31/2024	K9 Boarding	101.2000.000.5180	252.50
WELLS FARGO CREDIT CARD A...	Board Of Aelslagid Judy Wonic...	07/31/2024	Renewal License AELSLAGID - ...	101.3100.000.5335	122.50
WELLS FARGO CREDIT CARD A...	Board Of Aelslagid Judy Wonic...	07/31/2024	Renewal License AELSLAGID - ...	101.3100.000.5335	122.50
WELLS FARGO CREDIT CARD A...	Bonefish Grill #7052 Scott Os...	07/31/2024	dinner for FM at NFPA in Orla...	101.2200.000.5340	30.16
WELLS FARGO CREDIT CARD A...	Bonefish Grill #7052 Scott Os...	07/31/2024	dinner for FM at NFPA in Orla...	101.2200.000.5340	31.65
WELLS FARGO CREDIT CARD A...	Bonefish Grill #7052 Scott Os...	07/31/2024	dinner for FM at training in Or...	101.2200.000.5340	44.36
WELLS FARGO CREDIT CARD A...	Cheddars Zk 0202197 Account...	07/31/2024	Meal at GFOA Conf.	101.1800.000.5340	46.25

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WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Adam Lares...	07/31/2024	Food for Employee Appreciati...	101.1120.000.5178	19.96
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Daniel Ber ...	07/31/2024	food for NDTA class	101.2200.424.5190	57.96
WELLS FARGO CREDIT CARD A...	Dakota County Parks Mn Rach...	07/31/2024	Bait for Canoe, Fish, Hike field ...	101.4300.452.5190	20.00
WELLS FARGO CREDIT CARD A...	Dan S Southside Marine Eric B...	07/31/2024	Motor and propeller parts for ...	101.2200.000.5190	1,441.30
WELLS FARGO CREDIT CARD A...	David Clark Company, I Monic...	07/31/2024	Part to repair headphones in a...	101.2200.000.5405	51.65
WELLS FARGO CREDIT CARD A...	Delmonicos Italian Ste Accoun...	07/31/2024	Sam/Amy Dinner at GFOA Con...	101.1800.000.5340	55.90
WELLS FARGO CREDIT CARD A...	Delta 00622428330215 Scott ...	07/31/2024	flight to Baltimore for FM for t...	101.2200.000.5340	356.95
WELLS FARGO CREDIT CARD A...	Do My Own Teri O'Con WF 06...	07/31/2024	pesticide application signs	101.4200.000.5190	197.48
WELLS FARGO CREDIT CARD A...	Do My Own Teri O'Con WF 06...	07/31/2024	tax refund for signs purchase	101.4200.000.5190	-14.84
WELLS FARGO CREDIT CARD A...	Doubletree Hotels Accounts P...	07/31/2024	Hotel for GFOA Conf and One...	101.1800.000.5340	941.57
WELLS FARGO CREDIT CARD A...	Doubletree Hotels Amy Hove...	07/31/2024	Conf Lodg: Hove 6.8-6.12.2024	101.1800.000.5340	894.40
WELLS FARGO CREDIT CARD A...	Duluth Holiday Inn Tara Allen...	07/31/2024	Hotel for SRO Conference - Eid	101.2000.000.5340	295.10
WELLS FARGO CREDIT CARD A...	Eden K9 Consulting Ryan Rose...	07/31/2024	K9 Activity Tracking Subscripti...	101.2000.000.5335	116.00
WELLS FARGO CREDIT CARD A...	Eig Constantcontact.Co Amy L...	07/31/2024	email marketing	101.1300.000.5335	20.00
WELLS FARGO CREDIT CARD A...	Fastsigns 270701 Olivia Ske W...	07/31/2024	(4) 18x24 yard signs to promo...	101.4300.459.5190	202.37
WELLS FARGO CREDIT CARD A...	Hilton Club Sea Wrld Scott Os...	07/31/2024	hotel stay in Orlando Florida f...	101.2200.000.5340	355.50
WELLS FARGO CREDIT CARD A...	Hilton Sea World Rest Scott O...	07/31/2024	breakfast for FM at NFPA train...	101.2200.000.5340	12.13
WELLS FARGO CREDIT CARD A...	Hilton Sea World Rest Scott O...	07/31/2024	breakfast for FM at NFPA in Or...	101.2200.000.5340	11.23
WELLS FARGO CREDIT CARD A...	Holiday Stations 0471 Melissa...	07/31/2024	Fuel Purchase	101.2000.000.5340	53.60
WELLS FARGO CREDIT CARD A...	Holiday Stations 0475 Melissa...	07/31/2024	Fuel Purchase	101.2000.000.5340	56.57
WELLS FARGO CREDIT CARD A...	Homedepot.Com Tara Allen ...	07/31/2024	Masks need for Malcolm and...	101.2000.000.5190	40.20
WELLS FARGO CREDIT CARD A...	Hy-Vee Lakeville 1356 Adam L...	07/31/2024	Food for Employee Appreciati...	101.1120.000.5178	33.94
WELLS FARGO CREDIT CARD A...	laai Scott Oswa WF 06/24	07/31/2024	Membership dues for FM.	101.2200.000.5335	103.00
WELLS FARGO CREDIT CARD A...	Imprint.Com Rachel Mik WF 0...	07/31/2024	Yard signs for special events- ...	101.4300.453.5190	82.33
WELLS FARGO CREDIT CARD A...	Imprint.Com Rachel Mik WF 0...	07/31/2024	Yard signs for special events- ...	101.4300.453.5190	82.33
WELLS FARGO CREDIT CARD A...	Intl Code Council Inc Monica ...	07/31/2024	subscription for fire codes for...	101.2200.000.5335	100.56
WELLS FARGO CREDIT CARD A...	Kwik Trip #1168 Melissa Ch W...	07/31/2024	Fuel Purchase	101.2000.000.5340	56.02
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Joel ...	07/31/2024	FLOOD Poly for Flood Wall	101.3200.000.5125	374.97
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Kyle ...	07/31/2024	plumbing part	101.4200.000.5400	19.99
WELLS FARGO CREDIT CARD A...	Minnesota Locks Joe Hawkin ...	07/31/2024	carabiners for new keys	101.4200.000.5125	9.75
WELLS FARGO CREDIT CARD A...	Nfpa Natl Fire Protect Scott O...	07/31/2024	NFPA subscription renewal	101.2200.000.5335	111.90
WELLS FARGO CREDIT CARD A...	Orange County C C Conc Amy ...	07/31/2024	Meal: AH, SH 6.9.2024	101.1800.000.5340	37.81
WELLS FARGO CREDIT CARD A...	Orange County C C Conc Scott...	07/31/2024	coffee for FM at FDIC in Orlan...	101.2200.000.5340	7.99
WELLS FARGO CREDIT CARD A...	Orange County C C Conc Scott...	07/31/2024	lunch for FM at FDIC in Orlan...	101.2200.000.5340	17.81
WELLS FARGO CREDIT CARD A...	Orange County C C Conc Scott...	07/31/2024	lunch for FM at NFPA training ...	101.2200.000.5340	18.08
WELLS FARGO CREDIT CARD A...	Pioneer Press Circ Amy Looze...	07/31/2024	Pioneer press subscription - bil...	101.1300.000.5335	14.00
WELLS FARGO CREDIT CARD A...	Pizza Pub Accounts P WF 06/24	07/31/2024	Lunch for Finance Dept Clean...	101.1800.000.5190	87.92
WELLS FARGO CREDIT CARD A...	Publix #1610 Scott Oswa WF ...	07/31/2024	lunch for FM at training in Orl...	101.2200.000.5340	14.99
WELLS FARGO CREDIT CARD A...	Rascals Bar & Grill Steven Joh...	07/31/2024	N. dakota CTY Build Inspec. Lu...	101.5200.000.5340	60.28
WELLS FARGO CREDIT CARD A...	Ryan Rose WF 06/24	07/31/2024	Misc transaction fee	101.2000.000.5180	1.16
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Adam Lares...	07/31/2024	Food for Employee Appreciati...	101.1120.000.5178	555.20
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Adam Lares...	07/31/2024	Food for Employee Appreciati...	101.1120.000.5178	204.96
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Jamie Musc...	07/31/2024	Program Supplies	101.4300.453.5190	55.59
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Amy Cray W...	07/31/2024	watermelon for P & R gatheri...	101.4300.459.5190	13.96
WELLS FARGO CREDIT CARD A...	Samsclub.Com Adam Lares WF..	07/31/2024	Purchased gas grill for depart...	101.4200.000.5160	175.75
WELLS FARGO CREDIT CARD A...	Samsclub.Com Adam Lares WF..	07/31/2024	Purchased gas grill for depart...	101.4300.459.5160	175.75
WELLS FARGO CREDIT CARD A...	Samsclub.Com Rachel Mik WF...	07/31/2024	Supplies for Horse Camp & Hu...	101.4300.452.5190	62.76
WELLS FARGO CREDIT CARD A...	Samsclub.Com Rachel Mik WF...	07/31/2024	Supplies for Horse Camp & Hu...	101.4300.453.5190	13.14
WELLS FARGO CREDIT CARD A...	Samsclub.Com Rachel Mik WF...	07/31/2024	Food for parks and rec staff B...	101.4300.459.5190	214.54
WELLS FARGO CREDIT CARD A...	Simplifile.Com Rebecca Ki WF ...	07/31/2024	Document 3633527 - Res 2024...	101.1140.000.5335	52.33
WELLS FARGO CREDIT CARD A...	Sp Bowhuntersunited Teri O'C...	07/31/2024	Archery Range guide	101.4200.000.5190	39.90
WELLS FARGO CREDIT CARD A...	Sp Buyregisterrolls Rebecca Ki...	07/31/2024	Elections Poll Pad tape	101.1200.000.5105	181.63
WELLS FARGO CREDIT CARD A...	Sp Flags Unlimited Monica Chi...	07/31/2024	New Minnesota state flag	101.2200.000.5190	77.09
WELLS FARGO CREDIT CARD A...	Speedway 04768 Melissa Ch ...	07/31/2024	Fuel Purchase	101.2000.000.5340	49.17
WELLS FARGO CREDIT CARD A...	Subway 18172 Accounts P WF...	07/31/2024	Sam Dinner at GFOA Conf.	101.1800.000.5340	14.58
WELLS FARGO CREDIT CARD A...	The Corner Store Joe Hawkin...	07/31/2024	gas for small equipment	101.4200.000.5125	101.04
WELLS FARGO CREDIT CARD A...	The Corner Store Joe Hawkin...	07/31/2024	gas for small equipment	101.4200.000.5125	112.01
WELLS FARGO CREDIT CARD A...	The Corner Store Joe Hawkin...	07/31/2024	gas for small equipment	101.4200.000.5125	118.33
WELLS FARGO CREDIT CARD A...	The Corner Store Joe Hawkin...	07/31/2024	non-oxy gas for small engines	101.4200.000.5125	125.53
WELLS FARGO CREDIT CARD A...	The Corner Store Joe Hawkin...	07/31/2024	gas for small equipment	101.4200.000.5125	122.01

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A... The Corner Store Mike Sperl ...		07/31/2024	gas for small equipment	101.4200.000.5125	92.26
WELLS FARGO CREDIT CARD A... The Corner Store Scott Oswa ...		07/31/2024	Fuel for Boat 1	101.2200.000.5125	140.15
WELLS FARGO CREDIT CARD A... The Home Depot #2833 Joshu...		07/31/2024	2x4s for Evidence Room Proje...	101.2000.000.5190	27.60
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Cory ...		07/31/2024	tape for hose testing	101.2200.000.5190	20.94
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Kyle ...		07/31/2024	Wheelbarrow & wood for repa..	101.4200.000.5160	149.00
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Kyle ...		07/31/2024	Wheelbarrow & wood for repa..	101.4200.000.5160	40.56
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Kyle ...		07/31/2024	plumbing part	101.4200.000.5400	9.09
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Kyle ...		07/31/2024	plumbing part returned	101.4200.000.5400	-9.09
WELLS FARGO CREDIT CARD A... U Of M Contlearning Ol Teri O...		07/31/2024	pesticide recertification classes	101.4200.000.5340	580.00
WELLS FARGO CREDIT CARD A... Uber Trip Scott Oswa WF 06/...		07/31/2024	Uber ride from hotel to airport..	101.2200.000.5340	28.43
WELLS FARGO CREDIT CARD A... Uber Trip Scott Oswa WF 06/...		07/31/2024	travel from airport to hotel for...	101.2200.000.5340	64.33
WELLS FARGO CREDIT CARD A... Usps Po 2688010540 Adam W...		07/31/2024	postage to mail in intoxicimeters	101.2000.000.5325	20.70
WELLS FARGO CREDIT CARD A... Wal-Mart #5089 Chelsea Sw ...		07/31/2024	Bait for Huck Finn Fishing Der...	101.4300.453.5190	17.00
WELLS FARGO CREDIT CARD A... Wal-Mart #5089 Chelsea Sw ...		07/31/2024	Supplies for Huck Finn Fishing...	101.4300.453.5190	20.88
WELLS FARGO CREDIT CARD A... Wal-Mart #5089 Tara Allen WF...		07/31/2024	Cooler for Sno Cone Machine	101.2000.000.5190	29.98
WELLS FARGO CREDIT CARD A... Walmart.Com 8009256278 Ra...		07/31/2024	Supplies for parks and rec staff..	101.4300.459.5190	31.74
WELLS FARGO CREDIT CARD A... Walmart.Com Tara Allen WF 0...		07/31/2024	Items for Fishing Event with P...	101.2000.000.5182	173.14
WELLS FARGO CREDIT CARD A... White Cap #127 Joel Jacks WF...		07/31/2024	FLOOD Poly for Flood Wall	101.3200.000.5125	403.99
WELLS FARGO CREDIT CARD A... Zoom.Us 888-799-9666 Katrin...		07/31/2024	Monthly Zoom Subscription	101.2000.000.5335	12.79
WELLS FARGO CREDIT CARD A... Zoro Tools Inc Monica Chi WF ...		07/31/2024	Safety latch for 1/2 ton lever ...	101.2200.000.5190	17.35
BJORKLUND COMPENSATION ... 00004651		08/01/2024	Job eval. for inspections unit	101.1120.000.5310	150.00
HERITAGE LANDSCAPE SUPPLY...'0016689523-001		08/01/2024	herbicide	101.4200.000.5135	2,176.00
TYLER TECHNOLOGIES, INC 025-473945		08/01/2024	Progress Billing: Receipt Impor...	101.1800.000.5310	217.50
BEACON ATHLETICS 0596720-IN		08/01/2024	field lining chalk	101.4200.000.5125	567.20
REVOLUTIONARY SPORTS, LLC 0599		08/01/2024	Baseball & pickleball classes	101.4300.454.5310	2,197.60
LANGUAGE LINE SERVICES 11332768		08/01/2024	Interpretation Services	101.2000.000.5310	556.56
PLAN IT SOFTWARE LLC 1322		08/01/2024	Plan It Software Renewal Thru...	101.1800.000.5395	2,250.00
CITY OF WEST ST. PAUL 2024-00000073		08/01/2024	Summer field trip admission f...	101.4300.452.5343	12.04
RENEE DUBS ELLENA 24-5249		08/01/2024	summer insights layout	101.1300.000.5310	1,945.00
TAHO SPORTSWEAR 24TS3635		08/01/2024	Flag FB t-s/coaches shirts	101.4300.454.5190	838.80
PAPER ROLL PRODUCTS, INC. 260879		08/01/2024	Printer paper for PD	101.2000.000.5105	214.75
4IMPRINT 27657862		08/01/2024	Reflective Bracelets	101.2000.000.5182	546.76
4IMPRINT 27705561		08/01/2024	IGH Swag Items - Footballs & ...	101.2000.000.5182	1,840.28
VALLEY IMAGES PHOTOGRAP... 3089		08/01/2024	Photo session for officers Prail...	101.2000.000.5310	100.00
BRYAN ROCK PRODUCTS 65280		08/01/2024	ball field diamond dirt	101.4200.000.5125	2,349.11
MN RECREATION AND PARK A... 7/29/2024		08/01/2024	MRPA Conf Registrations - Ad...	101.4200.000.5340	210.00
MN RECREATION AND PARK A... 7/29/2024		08/01/2024	MRPA Conf Registrations - Ad...	101.4300.459.5340	1,142.00
ENTERPRISE FM TRUST FBN5084324		08/01/2024	Vehicle Lease Payments	101.2000.000.5430	16,517.04
STREICHER'S I1709914		08/01/2024	Knife - SBK Auto Stryker for Off..	101.2000.000.5175	270.00
INNOVATIVE OFFICE SOLUTIO... IN4597020		08/01/2024	Election Supplies - File folders	101.1200.000.5105	45.46
ECOSAFE ZERO WASTE USA IN... INV/2024/01447		08/01/2024	Organics drop off bags w/cred...	101.5000.420.5190	1,759.04
HOOTSUITE INC. INV-2010229030		08/01/2024	Org-wide, 10 licenses yearly s...	101.1300.000.5395	7,392.01
PIONEER ATHLETICS INV-209661		08/01/2024	field marking paint	101.4200.000.5125	5,957.00
GAME TIME PJI-0243140		08/01/2024	Adaptive swing safety belt	101.4200.000.5400	249.24
Fund 101 - GENERAL FUND Total:					753,840.50

Fund: 201 - C.V.B. FUND

LILLYANNA ELAINE SMITH	7/16/2024	07/25/2024	Visitor Guides to Welcome Ce...	201.5600.000.5325	26.68
LILLYANNA ELAINE SMITH	7/16/2024	07/25/2024	Domain Renewal	201.5600.000.5335	19.99
LILLYANNA ELAINE SMITH	7/16/2024	07/25/2024	Food for Hosted Business Afte...	201.5600.000.5340	60.50
LILLYANNA ELAINE SMITH	7/16/2024	07/25/2024	Chamber Lunch	201.5600.000.5340	22.46
RIVER HEIGHTS CHAMBER OF ...	103787	08/01/2024	Vikings VIP Training Camp Eve...	201.5600.000.5340	75.00
IGH DAYS COMMITTEE	3	08/01/2024	IGH Days Sponsorship-Silver	201.5600.000.5330	1,000.00
CATHERINE PIEPER	8873	08/01/2024	Marketing Srvcs, Custom Dsgn...	201.5600.000.5310	2,635.00
Fund 201 - C.V.B. FUND Total:					3,839.63

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

SHERWIN-WILLIAMS CO.	0015-4	07/18/2024	Paint & supplies for common ...	205.4420.000.5125	40.94
TWIN SOURCE SUPPLY	00511628	07/18/2024	Trash Bags, Hand Towels and ...	205.4420.000.5125	763.85
TWIN SOURCE SUPPLY	00511628	07/18/2024	Trash Bags, Hand Towels and ...	205.4440.000.5125	763.85
BRIDGET RUSSELL	01	07/18/2024	Water safety instructor traini...	205.4420.000.5340	850.00
DANIEL BAUER - TRUE MECH...	1492	07/18/2024	AHU1 repairs	205.4420.000.5400	435.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AIM ELECTRONICS	45328	07/18/2024	Aadditional scoreboard for Ea...	205.4440.000.5160	5,398.00
THINK SMALL	6/25/2024	07/18/2024	Refund - Cancelled Class	205.4450.481.4380	156.61
SHERWIN-WILLIAMS CO.	6067-5	07/18/2024	Credit for returned items	205.4420.000.5125	-44.37
SHERWIN-WILLIAMS CO.	6068-3	07/18/2024	Credit for returned supplies	205.4420.000.5125	-52.48
SHERWIN-WILLIAMS CO.	6069-1	07/18/2024	Credit for returned supplies	205.4420.000.5125	-29.56
SHERWIN-WILLIAMS CO.	6070-9	07/18/2024	Paint & supplies for common ...	205.4420.000.5125	109.95
SHERWIN-WILLIAMS CO.	6346-3	07/18/2024	Credit for returned supplies	205.4420.000.5125	-54.34
COMCAST	8772105910127188x07122024	07/18/2024	8.2024 VMCC cable TV svc	205.4410.470.5335	299.24
SHERWIN-WILLIAMS CO.	9803-4	07/18/2024	Paint & supplies for common ...	205.4420.000.5125	27.28
SHERWIN-WILLIAMS CO.	9899-2	07/18/2024	Paint for common areas upda...	205.4420.000.5125	677.76
INNOVATIVE OFFICE SOLUTIO...	IN4574415	07/18/2024	Pens, Clip Binders, 3 Tier Mag...	205.4410.470.5105	155.32
HORIZON COMMERCIAL POOL...	INV76388	07/18/2024	Pool vacuum repairs	205.4420.000.5405	367.30
MN DEPT OF REVENUE	June 2024	07/18/2024	Taxes	205.0000.000.2205	9,614.91
INNOVATIVE OFFICE SOLUTIO...	SCN-127427	07/18/2024	Returned window display signs..	205.4410.470.5160	-177.88
INNOVATIVE OFFICE SOLUTIO...	SCN-127648	07/18/2024	3 Tier Leaflet Holder	205.4410.470.5105	-49.12
TWIN SOURCE SUPPLY	00511889	07/25/2024	janitorial/cleaning supplies	205.4420.000.5125	300.15
TWIN SOURCE SUPPLY	00511889	07/25/2024	janitorial/cleaning supplies	205.4430.000.5125	200.11
TWIN SOURCE SUPPLY	00511889	07/25/2024	janitorial/cleaning supplies	205.4440.000.5125	375.19
TWIN SOURCE SUPPLY	00511889	07/25/2024	janitorial/cleaning supplies	205.4450.481.5125	125.07
R & R SPECIALTIES OF WI, INC.	0082471-IN	07/25/2024	Zamboni blade sharpening	205.4440.000.5405	65.00
CAROL GARBER	1/18/2024	07/25/2024	Rink brine system reveiw	205.4440.000.5310	500.00
M & J SERVICES, LLC	2951	07/25/2024	Concrete pad replacement	205.4420.000.5400	1,800.00
SAFE-WAY BUS COMPANY	5899	07/25/2024	Busing services for kids rock fi...	205.4450.483.5343	341.34
CAROL GARBER	7/2/2024	07/25/2024	Rink brine system review	205.4440.000.5310	550.00
INNOVATIVE OFFICE SOLUTIO...	IN4572843	07/25/2024	3 Tier Literature Holder for P...	205.4410.470.5105	98.24
INNOVATIVE OFFICE SOLUTIO...	IN4572843	07/25/2024	Labels 1/2 x 1.75	205.4430.000.5105	52.19
INNOVATIVE OFFICE SOLUTIO...	IN4574745	07/25/2024	office chair - Aaron	205.4410.470.5105	250.19
INNOVATIVE OFFICE SOLUTIO...	IN4574745	07/25/2024	Office Chair - Jamie	205.4410.470.5105	500.39
XCEL ENERGY	883629687	07/31/2024	Ice arena load profile natural ...	205.4420.000.5352	1,277.08
XCEL ENERGY	883629687	07/31/2024	Ice arena load profile electric	205.4420.000.5355	3,662.89
XCEL ENERGY	883629687 CR	07/31/2024	Aquatic center electric charges	205.4440.000.5355	-1,434.67
XCEL ENERGY	883685715	07/31/2024	Ice arena load profile natural ...	205.4420.000.5352	1,281.27
XCEL ENERGY	883685715	07/31/2024	Ice arena load profile electric	205.4420.000.5355	6,833.80
XCEL ENERGY	883685715	07/31/2024	Aquatic center electric charges	205.4440.000.5355	9,468.37
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Paul Lacro...	07/31/2024	Paint prep for community cen...	205.4410.470.5190	223.51
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Rick Roach...	07/31/2024	Lite-up outlet and misc fastne...	205.4420.000.5125	11.19
WELLS FARGO CREDIT CARD A...	Act lgh Parks & Re Chelsea Sw...	07/31/2024	Red Cross First Aid and CPR tra...	205.4450.483.5340	180.00
WELLS FARGO CREDIT CARD A...	Act lgh Parks & Re Chelsea Sw...	07/31/2024	Red Cross First aid and CPR tra...	205.4450.483.5340	90.00
WELLS FARGO CREDIT CARD A...	Aed Superstore Suzie Seab WF...	07/31/2024	Infant CPR masks for lifeguard...	205.4420.000.5190	83.21
WELLS FARGO CREDIT CARD A...	Amazon Mar 112-138012 Chel...	07/31/2024	wrist bands and ribbon for the...	205.4450.483.5160	30.99
WELLS FARGO CREDIT CARD A...	Amazon MktpI 9a4wn0w03 Su...	07/31/2024	Spoons, Bday plates, cups & C...	205.4410.470.5190	18.99
WELLS FARGO CREDIT CARD A...	Amazon MktpI 9a4wn0w03 Su...	07/31/2024	Spoons, Bday plates, cups & C...	205.4420.000.5190	92.95
WELLS FARGO CREDIT CARD A...	Amazon MktpI 9a4wn0w03 Su...	07/31/2024	Spoons, Bday plates, cups & C...	205.4420.000.5190	139.95
WELLS FARGO CREDIT CARD A...	Amazon MktpI Ny52m4ie3 Ch...	07/31/2024	Supplies for cooking club and ...	205.4450.483.5190	40.97
WELLS FARGO CREDIT CARD A...	Amazon MktpI Oi7pf8eh3 Jer...	07/31/2024	Combination Lock x3	205.4420.000.5125	89.07
WELLS FARGO CREDIT CARD A...	Amazon MktpI R58sk16h1 Che...	07/31/2024	First aid storage supplies for K...	205.4450.483.5160	65.50
WELLS FARGO CREDIT CARD A...	Amazon MktpI Rg3c29km0 Ch...	07/31/2024	Goggles for Kids ROCK Chalk R...	205.4450.483.5160	19.05
WELLS FARGO CREDIT CARD A...	Amazon.Com W57d98283 Che...	07/31/2024	Sun Block for Kids ROCK	205.4450.483.5190	38.94
WELLS FARGO CREDIT CARD A...	Amzn Mktp US C87h68933 Ter...	07/31/2024	Display signs for the facility	205.4410.470.5105	41.78
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Mc6io7x23 Che...	07/31/2024	Cornstarch for cooking club	205.4450.483.5190	14.29
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Ob3w81mr3 C...	07/31/2024	Cards, dice, paint, stickers, ca...	205.4450.483.5190	357.92
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rc26w5eb1 Ch...	07/31/2024	Hand sanitizer for each kids ro...	205.4450.483.5190	26.99
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Chelsea Sw...	07/31/2024	Soymilk, pudding and cookies ...	205.4450.483.5190	13.27
WELLS FARGO CREDIT CARD A...	Dollartree Suzie Seab WF 06/...	07/31/2024	Dive-In Movie pool noodles gift	205.4420.000.5190	153.75
WELLS FARGO CREDIT CARD A...	Dominos 1975 Chelsea Sw WF...	07/31/2024	Staff training meal	205.4450.483.5190	67.06
WELLS FARGO CREDIT CARD A...	Jimmy Johns 1436 - Eco Chels...	07/31/2024	Staff training meal	205.4450.483.5190	112.64
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Paul ...	07/31/2024	Paint prep supplies for comm...	205.4410.470.5160	370.35
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Jamie Musc...	07/31/2024	Program Supplies	205.4410.470.5190	55.58
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Jeremy Gil W...	07/31/2024	Laundry detergent, Fabric soft...	205.4420.000.5125	60.94
WELLS FARGO CREDIT CARD A...	Samsclub.Com Adam Lares WF..	07/31/2024	Purchased gas grill for depart...	205.4410.470.5160	175.75

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WELLS FARGO CREDIT CARD A...	Samsclub.Com Adam Lares WF...	07/31/2024	Purchased gas grill for depart...	205.4450.482.5160	175.75
WELLS FARGO CREDIT CARD A...	Samsclub.Com Chelsea Sw WF...	07/31/2024	Supplies for Kids ROCK chalk r...	205.4450.483.5190	66.17
WELLS FARGO CREDIT CARD A...	Samsclub.Com Chelsea Sw WF...	07/31/2024	Snacks for Kids ROCK	205.4450.483.5190	146.14
WELLS FARGO CREDIT CARD A...	Samsclub.Com Chelsea Sw WF...	07/31/2024	Kids ROCK Snacks	205.4450.483.5190	182.20
WELLS FARGO CREDIT CARD A...	Samsclub.Com Rachel Mik WF...	07/31/2024	Food for parks and rec staff B...	205.4410.470.5190	214.54
WELLS FARGO CREDIT CARD A...	Sp Swimoutlet.Com Suzie Seab..	07/31/2024	Return of lifeguard tanks	205.4420.000.5175	-39.66
WELLS FARGO CREDIT CARD A...	Sq Sidekick Theatre Chelsea S...	07/31/2024	Field trip entrance fees for Kid...	205.4450.483.5343	540.00
WELLS FARGO CREDIT CARD A...	Target 00025197 Chelsea Sw ...	07/31/2024	Extra shorts for accidents in ki...	205.4450.483.5190	23.99
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Jerem...	07/31/2024	Super glue, Liquid plumber	205.4420.000.5125	51.42
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Jerem...	07/31/2024	Doorstops, Surge protector	205.4420.000.5125	47.42
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Rick ...	07/31/2024	Turn angle valve for toilet repa...	205.4420.000.5150	9.73
WELLS FARGO CREDIT CARD A...	The Ups Store 2636 Suzie Seab..	07/31/2024	Mailing in the AED's for rebate	205.4410.470.5325	57.86
WELLS FARGO CREDIT CARD A...	Wal-Mart #1786 Chelsea Sw ...	07/31/2024	Kids ROCK Craft Supplies	205.4450.483.5190	15.82
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Chelsea Sw ...	07/31/2024	Travel first aid supplies for kids..	205.4450.483.5160	61.48
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Chelsea Sw ...	07/31/2024	Craft supplies for Kids ROCK	205.4450.483.5190	33.17
WELLS FARGO CREDIT CARD A...	Wristbandexpresscom Terry B...	07/31/2024	Wrist Bands	205.4410.471.5190	101.70
WELLS FARGO CREDIT CARD A...	Zumba Fitness Amy Crary WF ...	07/31/2024	Zumba license	205.4430.000.5335	38.99
DANIEL BAUER - TRUE MECH...	1519	08/01/2024	Repairs to Boiler #3	205.4420.000.5400	320.00
TAHO SPORTSWEAR	24TS3480	08/01/2024	Swim instructor uniform	205.4420.000.5175	527.20
TAHO SPORTSWEAR	24TS3480	08/01/2024	PA Uniforms	205.4420.000.5175	187.60
MN RECREATION AND PARK A...	7/29/2024	08/01/2024	MRPA Conf Registrations - Ad...	205.4410.470.5340	714.00
MN RECREATION AND PARK A...	7/29/2024	08/01/2024	MRPA Conf Registrations - Oliv...	205.4410.472.5340	420.00
SWANK MOTION PICTURE INC	RG3679090	08/01/2024	Dive-In Movie rental	205.4420.000.5310	520.00
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					52,489.03
Fund: 206 - COMMUNITY CENTER-CAPITAL FUND					
TWIN SOURCE SUPPLY	00511012	07/18/2024	SC4000 280 - Autoscrubber fl...	206.4410.470.5615	13,465.35
OWENS COMPANIES	4003	07/18/2024	progress invoice for dehumidif...	206.4410.470.5605	126,610.00
IMPERIAL BAG & PAPER CO LLC	4256329	07/25/2024	New floor scrubber	206.4410.470.5615	5,633.05
NATHAN GALVAN	lobby1	07/25/2024	lobby painting	206.4410.470.5605	4,200.00
NATHAN GALVAN	upperstairs	07/25/2024	upstairs Fitness area painting	206.4410.470.5605	700.00
NATHAN GALVAN	vmcc1	07/25/2024	Fitness center & track painting	206.4410.470.5605	4,300.00
WELLS FARGO CREDIT CARD A...	Koffler Sales Co. Adam Lares ...	07/31/2024	2024 CIP Painting Project Supp...	206.4410.470.5605	1,824.99
Fund 206 - COMMUNITY CENTER-CAPITAL FUND Total:					156,733.39
Fund: 270 - HOST COMMUNITY FUND					
BARR ENGINEERING COMPANY	23190218.00-326	08/01/2024	Pine Bend Environmental Tech...	270.5900.000.5310	4,771.50
Fund 270 - HOST COMMUNITY FUND Total:					4,771.50
Fund: 290 - EDA-OPERATING FUND					
KENNEDY & GRAVEN	182047	07/18/2024	EDA MATTERS	290.5800.000.5305	986.50
Fund 290 - EDA-OPERATING FUND Total:					986.50
Fund: 365 - G.O. IMPR BONDS 2015A					
EHLERS AND ASSOCIATES, INC.	89280	07/18/2024	Paying Agent Fees 2015A Bon...	365.6000.000.5720	475.00
EHLERS AND ASSOCIATES, INC.	88033	07/29/2024	Interest Series 2015A	365.6000.000.5710	57,975.00
Fund 365 - G.O. IMPR BONDS 2015A Total:					58,450.00
Fund: 367 - G.O. CAPITAL IMPR REF BONDS, 2016A					
EHLERS AND ASSOCIATES, INC.	89281	07/18/2024	Paying Agent Fees 2016A Bon...	367.6000.000.5720	475.00
EHLERS AND ASSOCIATES, INC.	88035	07/29/2024	Interest Series 2016A	367.6000.000.5710	87,043.75
Fund 367 - G.O. CAPITAL IMPR REF BONDS, 2016A Total:					87,518.75
Fund: 369 - G.O. IMPR BONDS 2017B					
EHLERS AND ASSOCIATES, INC.	89284	07/18/2024	Paying Agent Fee 2017B Bonds	369.6000.000.5720	475.00
EHLERS AND ASSOCIATES, INC.	88037	07/29/2024	Interest Series 2017B	369.6000.000.5710	28,918.76
Fund 369 - G.O. IMPR BONDS 2017B Total:					29,393.76
Fund: 392 - G.O. CAP IMPR BONDS 2018A-FIRE STATION					
EHLERS AND ASSOCIATES, INC.	89278	07/18/2024	Paying Agent Fees 2018A Bon...	392.6000.000.5720	475.00
EHLERS AND ASSOCIATES, INC.	88038	07/29/2024	Interest Series 2018A	392.6000.000.5710	144,667.50
Fund 392 - G.O. CAP IMPR BONDS 2018A-FIRE STATION Total:					145,142.50
Fund: 393 - G.O. CAP IMPR BONDS 2019A-FIRE STATION					
EHLERS AND ASSOCIATES, INC.	89279	07/18/2024	Paying Agent Fees 2019A Bon...	393.6000.000.5720	475.00

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EHLERS AND ASSOCIATES, INC.	880389	07/29/2024	Interest Series 2019A	393.6000.000.5710	34,750.00
Fund 393 - G.O. CAP IMPR BONDS 2019A-FIRE STATION Total:					35,225.00
Fund: 394 - G.O. REFUND BONDS 2020A (2010B)					
EHLERS AND ASSOCIATES, INC.	89285	07/18/2024	Paying Agent Fee 2020A Bonds	394.6000.000.5720	475.00
EHLERS AND ASSOCIATES, INC.	88040	07/29/2024	Interest Series 2020A	394.6000.000.5710	2,640.00
Fund 394 - G.O. REFUND BONDS 2020A (2010B) Total:					3,115.00
Fund: 401 - PARK CAPITAL REPLACEMENT					
PW EQUIPMENT BROKERS	10883C	07/18/2024	Balance on refrigerator/freeze...	401.4210.000.5615	2,497.00
SHORT ELLIOTT HENDRICKSON..	469916	07/18/2024	6.2024 Swing Bridge Lighting P...	401.4210.000.5310	19,465.67
CINTAS CORPORATION	5219969070	07/18/2024	Cabinet & first aid supplies for...	401.4210.000.5190	766.44
WEBER, INC.	6/24/2024	07/18/2024	Pay Voucher 13, Proj 2021-14;...	401.4210.000.5610	115,990.32
FINANCE & COMMERCE, INC.	745708855	07/18/2024	Bid Ads for Swing Bridge Light...	401.4210.000.5330	383.14
MN DEPT OF NATURAL RESO...	8108697B	07/18/2024	DNR signs for grant work	401.4210.000.5190	32.61
Fund 401 - PARK CAPITAL REPLACEMENT Total:					139,135.18
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
KENNEDY & GRAVEN	182047	07/18/2024	Heritage Village Park contract...	402.4210.000.5305	1,080.00
MN DEPT OF NATURAL RESO...	8108697B	07/18/2024	DNR signs for grant work	402.4210.000.5190	32.60
WSB & ASSOCIATES, INC.	R-020153-000-22	08/01/2024	Heritage Village Phase IV Final...	402.4210.000.5310	2,749.34
WSB & ASSOCIATES, INC.	R-023629-000-10	08/01/2024	Heritage Village Phase V Final...	402.4210.000.5310	638.00
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					4,499.94
Fund: 436 - 117TH STREET RECONSTRUCTION					
SRF CONSULTING GROUP, INC	16424.00-14	07/18/2024	117th St. Reconstruction Final...	436.3210.000.5310	3,790.50
Fund 436 - 117TH STREET RECONSTRUCTION Total:					3,790.50
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
PINE BEND PAVING, INC.	241066	07/18/2024	Asphalt for Ann Marie Trail B...	440.3210.000.5150	38,037.24
PINE BEND PAVING, INC.	241126	07/18/2024	Asphalt for Ann Marie Trail B...	440.3210.000.5150	29,411.66
PINE BEND PAVING, INC.	241233	07/18/2024	Asphalt wear w/B Oil	440.3210.000.5150	29,921.53
MCNAMARA CONTRACTING I...	5/31/2024	07/18/2024	Pay Voucher 1 - Project 2024-...	440.3210.000.5610	21,009.45
MCNAMARA CONTRACTING I...	5/31/2024	07/18/2024	Pay Voucher 1 - Project 2024-...	440.3210.000.5610	595,478.86
MCNAMARA CONTRACTING I...	5/31/2024	07/18/2024	Pay Voucher 1 - Project 2024-...	440.3210.000.5610	2,849.98
MCNAMARA CONTRACTING I...	5/31/2024	07/18/2024	Pay Voucher 1 - Project 2024-...	440.3210.000.5610	66,034.51
T. A. SCHIFSKY & SONS, INC.	70289B	07/18/2024	Tack Oil for BAP	440.3210.000.5150	135.00
RCM SPECIALTIES, INC.	9628B	07/18/2024	Tack Oil for BAP	440.3210.000.5150	972.63
MN DEPT OF TRANSPORTATI...	P00018699	07/18/2024	Material Testing Certification	440.3210.000.5310	345.03
SHORT ELLIOTT HENDRICKSON..	469472	07/25/2024	Final Design for Babcock Trail ...	440.3210.000.5310	39,285.07
MCNAMARA CONTRACTING I...	7/8/2024	07/25/2024	Pay Voucher 6 - Final Payment	440.3210.000.5310	4,112.37
MCNAMARA CONTRACTING I...	7/8/2024	07/25/2024	Pay Voucher 6 - Final Payment	440.3210.000.5310	17,839.30
MCNAMARA CONTRACTING I...	7/8/2024	07/25/2024	Pay Voucher 6 - Final Payment	440.3210.000.5310	3,565.05
KIMLEY-HORN & ASSOCIATES, ...	28537468	08/01/2024	2024 PMI Construction Admin	440.3210.000.5310	26,189.48
MCNAMARA CONTRACTING I...	6/30/2024	08/01/2024	Pay Voucher #2 - 2024-09I	440.3210.000.5610	9,046.38
MCNAMARA CONTRACTING I...	6/30/2024	08/01/2024	Pay Voucher #2 - 2024-09G	440.3210.000.5610	352,184.43
MCNAMARA CONTRACTING I...	6/30/2024	08/01/2024	Pay Voucher #2 - 2024-09D	440.3210.000.5610	191,715.32
MCNAMARA CONTRACTING I...	6/30/2024	08/01/2024	Pay Voucher #2 - 2024-09F	440.3210.000.5610	49,675.49
MCNAMARA CONTRACTING I...	6/30/2024	08/01/2024	Pay Voucher #2 - 2024-09H	440.3210.000.5610	185,259.88
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					1,663,068.66
Fund: 443 - TREE REPLACEMENT FUND					
G & M TREE MOVING INC	2504	07/18/2024	Moved trees from nursery to ...	443.4210.000.5310	2,795.00
Fund 443 - TREE REPLACEMENT FUND Total:					2,795.00
Fund: 500 - NW AREA CAPITAL PROJECTS					
KIMLEY-HORN & ASSOCIATES, ...	28194028	07/18/2024	CSAH 26/63 Construction Pha...	500.0000.000.5310	1,438.95
Fund 500 - NW AREA CAPITAL PROJECTS Total:					1,438.95
Fund: 510 - WATER-OPERATING FUND					
EARL F ANDERSEN INC	0136659-IN	07/18/2024	Sign for water plant	510.7100.000.5150	275.00
CITY OF BLOOMINGTON	23654	07/18/2024	Bacteria Samples	510.7100.000.5310	574.00
BLACKTOP PROS, LLC	25-0699	07/18/2024	Water Main Break Repair	510.7100.000.5415	2,800.00
OPTION ONE MECHANICAL LLC	3932	07/18/2024	OEM Carrier Parts for Water P...	510.7100.000.5400	486.00
OPTION ONE MECHANICAL LLC	3956	07/18/2024	Dehumidifier for water plant	510.7100.000.5400	347.00
GOPHER STATE ONE-CALL	4060489	07/18/2024	Locate tickets	510.7100.000.5310	703.35

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HAWKINS, INC.	6804778	07/18/2024	Chemicals for water plant	510.7100.000.5135	2,019.20
GERTENS	796126/6	07/18/2024	Wood Chips for landscaping	510.7100.000.5125	110.85
GERTENS	C58730/1	07/18/2024	Landscape sprayer	510.7100.000.5125	44.99
GERTENS	J16661/6	07/18/2024	Landscape chemicals	510.7100.000.5150	160.95
MN DEPT OF REVENUE	June 2024	07/18/2024	Taxes	510.0000.000.2205	5,943.62
CORE & MAIN LP	V208975	07/18/2024	Meter repair kits	510.7100.000.5158	660.00
GERTENS	X09730/1	07/18/2024	Sod to Cover Water Main Bre...	510.7100.000.5415	87.84
OPTION ONE MECHANICAL LLC	3974	07/25/2024	Water line repairs	510.7100.000.5400	1,330.00
XCEL ENERGY	879503742	07/31/2024	Water natural gas charges	510.7100.000.5355	3,964.27
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Matt...	07/31/2024	Small tools for truck	510.7100.000.5160	28.32
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Matt ...	07/31/2024	Hydrant tools	510.7100.000.5160	38.91
WELLS FARGO CREDIT CARD A...	The Ups Store 0372 Scott Gub...	07/31/2024	chemical feed pump repair sh...	510.7100.000.5150	141.05
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Scott ...	07/31/2024	luke Jacobsen clothing	510.7100.000.5175	224.94
OXYGEN SERVICE COMPANY, ...	'0008750164	08/01/2024	Compressed Nitrogen for Wat...	510.7100.000.5150	33.70
KEYS WELL DRILLING CO	2024070	08/01/2024	Well #7 - Shaft Repair (unplan...	510.7100.000.5420	26,385.00
CITY OF EAGAN	6/30/2024	08/01/2024	2nd Qtr 2024-Water-Eagan JPA	510.7100.000.5361	55,148.14
HAWKINS, INC.	6821414	08/01/2024	Chemicals for Water Plant	510.7100.000.5135	1,072.47
SHERWIN-WILLIAMS CO.	7765-8	08/01/2024	Paint for Well House	510.7100.000.5400	45.76
GRAINGER	9192457167	08/01/2024	Parts & Supplies for Water Pla...	510.7100.000.5150	562.76
LONE OAK COMPANIES	95045	08/01/2024	07.2024 Reminder Letters (50...	510.7100.000.5310	157.70
USABLUEBOOK	INV00429008	08/01/2024	Chemicals for Water Treatme...	510.7100.000.5135	1,379.37
USABLUEBOOK	INV00432171	08/01/2024	Vinyl windstock for water trea...	510.7100.000.5150	104.77
CORE & MAIN LP	V287779	08/01/2024	Meter parts - retrofit kit	510.7100.000.5158	451.54
Fund 510 - WATER-OPERATING FUND Total:					105,281.50
Fund: 511 - WATER-CAPITAL FUND					
AUTOMATIC SYSTEMS CO.	041869	07/18/2024	New Antenna for WTP	511.7110.000.5420	1,905.79
AUTOMATIC SYSTEMS CO.	0000915	08/01/2024	New SCADA Antenna	511.7110.000.5420	1,808.40
Fund 511 - WATER-CAPITAL FUND Total:					3,714.19
Fund: 520 - SEWER-OPERATING FUND					
DAKOTA ELECTRIC ASSN	200010048618	7/31/2024	Electric	520.7200.000.5355	138.94
WELLS FARGO CREDIT CARD A...	Amazon Mar 114-887987 Eric ...	07/31/2024	small tool for tv van	520.7200.000.5160	28.97
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Matt ...	07/31/2024	Lift station supplies	520.7200.000.5160	53.88
QUALITY FLOW SYSTEMS, INC.	47318	08/01/2024	New light for lift station	520.7200.000.5150	216.00
CITY OF EAGAN	6/30/2024	08/01/2024	2nd Qtr 2024-Sewer-Eagan JPA	520.7200.000.5371	84,761.55
LONE OAK COMPANIES	95045	08/01/2024	07.2024 Reminder Letters (50...	520.7200.000.5310	157.70
Fund 520 - SEWER-OPERATING FUND Total:					85,357.04
Fund: 521 - SEWER-CAPITAL FUND					
EHLERS AND ASSOCIATES, INC.	89282	07/18/2024	Paying Agent Fees 2015B Bon...	521.7210.000.5720	475.00
EHLERS AND ASSOCIATES, INC.	89283	07/18/2024	Paying Agent Fees 2017A Bon...	521.7210.000.5720	475.00
EHLERS AND ASSOCIATES, INC.	89286	07/18/2024	Paying Agent Fees 2021A Bon...	521.7210.000.5720	475.00
EHLERS AND ASSOCIATES, INC.	88034	07/29/2024	Interest Series 2015B	521.7210.000.5710	35,550.00
EHLERS AND ASSOCIATES, INC.	88036	07/29/2024	Interest Series 2017A	521.7210.000.5710	58,987.50
EHLERS AND ASSOCIATES, INC.	88041	07/29/2024	Interest Series 2021A	521.7210.000.5710	30,200.00
Fund 521 - SEWER-CAPITAL FUND Total:					126,162.50
Fund: 530 - STORM WATER-OPERATING					
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Jt7sd7rv3 Joel ...	07/31/2024	Storm Water Catch Basin Stru...	530.7300.000.5420	97.99
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Ray R...	07/31/2024	Storm Water Maintenance To...	530.7300.000.5160	77.92
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Ray Ri...	07/31/2024	Field equipment	530.7300.000.5160	37.99
CITY OF EAGAN	6/30/2024	08/01/2024	2nd Qtr 2024-Stormwater-Eag...	530.7300.000.5381	6,537.89
Fund 530 - STORM WATER-OPERATING Total:					6,751.79
Fund: 550 - INVER WOOD GOLF COURSE					
YAMAHA GOLF & UTILITY, INC.	01-306167	07/18/2024	Parts for golf carts	550.7600.000.5405	672.22
DRAFT TECHNOLOGIES	07102401	07/18/2024	Beer line cleaning	550.7600.000.5405	75.00
HEGGIES PIZZA	1002023010	07/18/2024	Pizzas for resale	550.7600.000.5197	194.50
COLLEGE CITY BEVERAGE	1042811	07/18/2024	Alcohol for resale	550.7600.000.5199	582.55
BREAKTHRU BEVERAGE MINN...	116673824	07/18/2024	Alcohol for resale	550.7600.000.5199	549.40
UNIFIRST CORPORATION	1410072131	07/18/2024	uniforms and towels	550.7700.000.5175	38.16
UNIFIRST CORPORATION	1410073922	07/18/2024	uniforms and towels	550.7700.000.5175	38.16
MTI DISTRIBUTING CO	1434068-00	07/18/2024	Supplies to repair irrigation sy...	550.7700.000.5150	981.07

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SHAMROCK GROUP	3040585	07/18/2024	Ice for bev resale	550.7600.000.5197	258.65
SHAMROCK GROUP	3043036	07/18/2024	Ice for bev resale	550.7600.000.5197	235.50
SHAMROCK GROUP	3043517	07/18/2024	Ice for bev resale	550.7600.000.5197	124.38
DENNY'S 5TH AVENUE BAKERY	31865	07/18/2024	Buns, subs and donuts for resa..	550.7600.000.5197	127.09
DENNY'S 5TH AVENUE BAKERY	32022	07/18/2024	Buns, subs and donuts for resa..	550.7600.000.5197	135.53
DENNY'S 5TH AVENUE BAKERY	32113	07/18/2024	Buns, subs and donuts for resa..	550.7600.000.5197	118.65
ARTISAN BEER COMPANY	3678969	07/18/2024	Alcohol for resale	550.7600.000.5199	221.60
ARTISAN BEER COMPANY	3685809	07/18/2024	Alcohol for resale	550.7600.000.5199	401.60
ARTISAN BEER COMPANY	3694398	07/18/2024	Alcohol for resale	550.7600.000.5199	563.15
M. AMUNDSON LLP	385740	07/18/2024	snacks for resale	550.7600.000.5197	394.51
COCA COLA BOTTLING COMP...	42142007012	07/18/2024	CO2 cylinder returns	550.7600.000.5197	-225.00
COCA COLA BOTTLING COMP...	42142007013	07/18/2024	Pop & water for resale	550.7600.000.5197	1,482.80
COCA COLA BOTTLING COMP...	42241816018	07/18/2024	CO2 cylinder returns	550.7600.000.5197	-75.00
COCA COLA BOTTLING COMP...	42241816019	07/18/2024	Pop & water for resale	550.7600.000.5197	1,680.61
SUPERIOR TURF SERVICES INC	5391	07/18/2024	Fertilizer	550.7700.000.5135	7,755.52
SOUTH BAY DESIGN	7/1/2024	07/18/2024	7.2024 hosting & update fees	550.7600.000.5395	415.00
PERFORMANCE FOOD GROUP ...	72506037	07/18/2024	Chips for resale	550.7600.000.5197	114.06
PERFORMANCE FOOD GROUP ...	72635356	07/18/2024	club house supplies	550.7600.000.5125	143.44
PERFORMANCE FOOD GROUP ...	72635356	07/18/2024	food & bev items for resale	550.7600.000.5197	672.24
BIG TOP RENTAL, INC.	78316	07/18/2024	Portable restrooms for GC 5.2...	550.7700.000.5430	162.19
BIG TOP RENTAL, INC.	78317	07/18/2024	Portable restrooms for GC 6.2...	550.7700.000.5430	162.19
COPY RIGHT	95069	07/18/2024	Golf course pace cards	550.7600.000.5333	2,104.97
MN DEPT OF REVENUE	June 2024	07/18/2024	Taxes	550.0000.000.2205	28,317.96
HERITAGE LANDSCAPE SUPPLY...	0016689627-001	07/25/2024	spray foamer	550.7700.000.5125	245.34
COLLEGE CITY BEVERAGE	1045321	07/25/2024	Alcohol for resale	550.7600.000.5199	309.00
BREAKTHRU BEVERAGE MINN...	116781920	07/25/2024	Alcohol for resale	550.7600.000.5199	579.20
UNIFIRST CORPORATION	1410072132	07/25/2024	lobby mats	550.7600.000.5430	45.34
UNIFIRST CORPORATION	1410075445	07/25/2024	uniforms and towels	550.7700.000.5175	38.16
UNIFIRST CORPORATION	1410075446	07/25/2024	terry cloths	550.7600.000.5125	22.16
UNIFIRST CORPORATION	1410075446	07/25/2024	lobby mats	550.7600.000.5430	23.18
MTI DISTRIBUTING CO	1436545-01	07/25/2024	Inline filter for equipment rep...	550.7700.000.5405	40.91
MTI DISTRIBUTING CO	1438536-00	07/25/2024	Misc. parts for equipment rep...	550.7700.000.5405	424.95
SHAMROCK GROUP	3045839	07/25/2024	ice for bev resale	550.7600.000.5197	147.53
DENNY'S 5TH AVENUE BAKERY	32207	07/25/2024	Buns, subs and donuts for resa..	550.7600.000.5197	127.09
DENNY'S 5TH AVENUE BAKERY	32393	07/25/2024	Buns, subs and donuts for resa..	550.7600.000.5197	135.53
DENNY'S 5TH AVENUE BAKERY	32487	07/25/2024	Buns, subs and donuts for resa..	550.7600.000.5197	127.09
ARTISAN BEER COMPANY	3696252	07/25/2024	Alcohol for resale	550.7600.000.5199	503.15
ARTISAN BEER COMPANY	3697999	07/25/2024	alcohol for resale	550.7600.000.5199	212.35
M. AMUNDSON LLP	386571	07/25/2024	Snacks for resale	550.7600.000.5197	461.75
COCA COLA BOTTLING COMP...	42336778009	07/25/2024	CO2 cylinder return	550.7600.000.5197	-75.00
COCA COLA BOTTLING COMP...	42336778010	07/25/2024	pop & water for resale	550.7600.000.5197	1,313.65
MOR GOLF & UTILITY, INC.	47946	07/25/2024	Maint. cart repair	550.7700.000.5405	418.90
PHILLIPS WINE & SPIRITS	6816837	07/25/2024	Alcohol for resale	550.7600.000.5199	510.39
PERFORMANCE FOOD GROUP ...	72659277	07/25/2024	food for resale	550.7600.000.5197	-98.57
PERFORMANCE FOOD GROUP ...	72720492	07/25/2024	food & bev supplies	550.7600.000.5125	128.65
PERFORMANCE FOOD GROUP ...	72720492	07/25/2024	foods for resale	550.7600.000.5197	535.37
PERFORMANCE FOOD GROUP ...	72727517	07/25/2024	Food for resale	550.7600.000.5197	-6.92
PERFORMANCE FOOD GROUP ...	72806652	07/25/2024	Club house & FB supplies	550.7600.000.5125	141.30
PERFORMANCE FOOD GROUP ...	72806652	07/25/2024	Foods for resale	550.7600.000.5197	1,236.89
TITLEIST	918546297	07/25/2024	Golf balls for resale	550.7600.000.5195	499.98
DAKOTA ELECTRIC ASSN	200002013605 7/31/2024	07/31/2024	Electric	550.7700.000.5355	153.33
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Matt Moyni..	07/31/2024	Hornet spray and new water ...	550.7600.000.5150	57.67
WELLS FARGO CREDIT CARD A...	Aldi 72058 Matt Moyni WF 06...	07/31/2024	HOT DOG BUNS FB	550.7600.000.5197	5.16
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Matt Moyni...	07/31/2024	TONIC WATER AND CLUB SODA	550.7600.000.5197	12.52
WELLS FARGO CREDIT CARD A...	Cub Foods #1695 Matt Moyni...	07/31/2024	TONIC WATER	550.7600.000.5197	9.73
WELLS FARGO CREDIT CARD A...	Discount Tire Mnm 17 Timoth...	07/31/2024	Equipment tire repair	550.7700.000.5405	25.00
WELLS FARGO CREDIT CARD A...	Golf Course Superinten Joel ...	07/31/2024	Joel GCSAA dues	550.7700.000.5335	465.00
WELLS FARGO CREDIT CARD A...	Holiday Stations 3556 Matt M...	07/31/2024	ICE BAGS FB	550.7600.000.5197	97.35
WELLS FARGO CREDIT CARD A...	Inver Wood Golf Course Matt...	07/31/2024	TEST TRANSACTION	550.7600.000.5197	5.00
WELLS FARGO CREDIT CARD A...	Inver Wood Golf Course Matt...	07/31/2024	REFUND OF TEST TRANSACTI...	550.7600.000.5197	-5.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Leon...	07/31/2024	Furnace Filters	550.7600.000.5190	21.70
WELLS FARGO CREDIT CARD A...	Napa Store 3279003 Timothy ...	07/31/2024	repair parts misc.	550.7700.000.5405	152.40
WELLS FARGO CREDIT CARD A...	Napa Store 3279003 Timothy ...	07/31/2024	part for equipment	550.7700.000.5405	142.23
WELLS FARGO CREDIT CARD A...	Pga Golf Leon Otnes WF 06/24	07/31/2024	P.G.A. Dues	550.7600.000.5335	497.03
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Matt Moyni...	07/31/2024	PAIRING KNIFE, COFFEE CUPS	550.7600.000.5190	103.62
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Matt Moyni...	07/31/2024	BREAKFAST SANDWICHES FB	550.7600.000.5197	27.96
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Matt Moyni...	07/31/2024	TURKEY BREAKFAST SANDWI...	550.7600.000.5197	81.57
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Matt Moyni...	07/31/2024	TOMATO FB	550.7600.000.5197	9.52
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Matt Moyni ...	07/31/2024	Candy and food for resale	550.7600.000.5197	140.37
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Matt Moyni ...	07/31/2024	Turkey and other breakfast sa...	550.7600.000.5197	75.86
WELLS FARGO CREDIT CARD A...	Target 00025197 Matt Moyni...	07/31/2024	TONIC WATER	550.7600.000.5197	10.41
WELLS FARGO CREDIT CARD A...	Target 00025197 Matt Moyni...	07/31/2024	HOT DOG BUNS KLEENEX	550.7600.000.5197	29.45
WELLS FARGO CREDIT CARD A...	Usps Po 2683370008 Matt M...	07/31/2024	Postage for club return	550.7600.000.5325	19.80
YAMAHA GOLF & UTILITY, INC.	01-306548	08/01/2024	Golf cart parts	550.7600.000.5405	313.42
HEGGIES PIZZA	1002037008	08/01/2024	Pizzas for resale	550.7600.000.5197	180.60
COLLEGE CITY BEVERAGE	1047720	08/01/2024	Alcohol for resale	550.7600.000.5199	448.30
BREAKTHRU BEVERAGE MINN...	116886467	08/01/2024	Alcohol for resale	550.7600.000.5199	280.00
BREAKTHRU BEVERAGE MINN...	116889481	08/01/2024	Alcohol for resale	550.7600.000.5199	560.50
COVERALL NORTH AMERICA I...	1590038140	08/01/2024	clubhouse cleaning 8.2024	550.7600.000.5310	1,459.69
SHAMROCK GROUP	3045339	08/01/2024	Ice for bev resale	550.7600.000.5197	281.80
SHAMROCK GROUP	3049738	08/01/2024	Ice for bev resale	550.7600.000.5197	309.58
SHAMROCK GROUP	30502023	08/01/2024	Ice for bev resale	550.7600.000.5197	133.64
DENNY'S 5TH AVENUE BAKERY	32775	08/01/2024	Buns,subs and donuts for resa...	550.7600.000.5197	135.53
DENNY'S 5TH AVENUE BAKERY	32867	08/01/2024	Buns,subs and donuts for resa...	550.7600.000.5197	118.65
PHILLIPS WINE & SPIRITS	6620440	08/01/2024	Alcohol for resale	550.7600.000.5199	523.49
MN RECREATION AND PARK A...	7/29/2024	08/01/2024	MRPA Conf Registrations - Ad...	550.7600.000.5340	42.00
PLUNKETT'S PEST CONTROL	8671799	08/01/2024	pest control services 7.2024	550.7600.000.5310	80.66
TITLEIST	918495410	08/01/2024	jar balls for resale	550.7600.000.5195	917.09
Fund 550 - INVER WOOD GOLF COURSE Total:					64,392.70

Fund: 602 - RISK MANAGEMENT

LEAGUE OF MN CITIES INS TR...	22842	07/18/2024	W/C Deductible #00496797	602.8200.000.5474	180.53
LEAGUE OF MN CITIES INS TR...	22906	07/18/2024	W/C Deductible #00504014	602.8200.000.5474	645.26
LEAGUE OF MN CITIES INS TR...	22914	07/18/2024	W/C Deductible #00504423	602.8200.000.5474	1,460.21
Fund 602 - RISK MANAGEMENT Total:					2,286.00

Fund: 603 - CENTRAL EQUIPMENT

BEAUDRY OIL & SERVICE INC	1113796	07/11/2024	Diesel fuel return credit	603.8300.000.5130	-14.89
MILLS AFTERMARKET ACCESS...	OAK-1020465-01	07/11/2024	Squad car door repairs	603.8300.000.5410	721.30
UNIFIRST CORPORATION	1410069199	07/18/2024	Mechanics Uniforms	603.8300.000.5175	28.18
UNIFIRST CORPORATION	1410069199	07/18/2024	Other Rentals	603.8300.000.5430	176.95
UNIFIRST CORPORATION	1410072129	07/18/2024	Mechanics Uniforms	603.8300.000.5175	28.18
UNIFIRST CORPORATION	1410072129	07/18/2024	Other Rentals	603.8300.000.5430	133.91
CINTAS CORPORATION	4198336521	07/18/2024	Public Works Lobby/Hallway ...	603.8300.000.5430	171.92
CINTAS CORPORATION	4198336552	07/18/2024	lobby rugs	603.8300.000.5430	324.25
BIG TOP RENTAL, INC.	78345	07/18/2024	Portable Restroom for Mainte...	603.8300.000.5430	70.00
BIG TOP RENTAL, INC.	78346	07/18/2024	Portable Restroom for Mainte...	603.8300.000.5430	70.00
MN DEPT OF REVENUE	7/19/2024	07/19/2024	6.2024 Fuel Tax	603.8300.000.5130	249.95
KIMBALL MIDWEST	102392144	07/25/2024	Discs, nuts and cleaner for sh...	603.8300.000.5150	376.53
KIMBALL MIDWEST	102392473	07/25/2024	Hex and metric nuts for shop	603.8300.000.5150	134.55
BEAUDRY OIL & SERVICE INC	1114617	07/25/2024	Unleaded Fuel	603.8300.000.5130	15,105.43
BEAUDRY OIL & SERVICE INC	1114618	07/25/2024	Diesel Fuel	603.8300.000.5130	7,579.89
MTI DISTRIBUTING CO	1437339-00	07/25/2024	Contactor for Mower	603.8300.000.5405	246.46
MTI DISTRIBUTING CO	1438469-00	07/25/2024	Micro switch for sand pro	603.8300.000.5405	131.96
WORLD FUEL SERVICES	475309352556-41801	07/25/2024	Stock oil	603.8300.000.5410	1,008.59
WORLD FUEL SERVICES	475311782735-41801	07/25/2024	Diesel exhaust fluid for dump ...	603.8300.000.5410	194.75
WORLD FUEL SERVICES	476089440015-41801	07/25/2024	Stock oil	603.8300.000.5405	139.98
THE REINALT- THOMAS CORP...	6246689	07/25/2024	Tires for F150	603.8300.000.5410	590.40
THE REINALT- THOMAS CORP...	6246807	07/25/2024	Tires for F150	603.8300.000.5410	612.00
GRAINGER	9174592569	07/25/2024	Tac machine repairs	603.8300.000.5405	738.89
POMP'S TIRE SERVICE, INC.	980120163	07/25/2024	Fire truck repairs	603.8300.000.5410	2,727.78
POMP'S TIRE SERVICE, INC.	980120685	07/25/2024	Dump truck repairs	603.8300.000.5410	71.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EMERGENCY AUTOMOTIVE TE...	BA071224-30	07/25/2024	Fire truck repairs	603.8300.000.5410	309.00
I-STATE TRUCK CENTER	C242883963-01	07/25/2024	Vactor turn signal	603.8300.000.5410	74.24
TRI-STATE BOBCAT INC.	P20062	07/25/2024	Skid loader coupler	603.8300.000.5405	85.58
NUSS TRUCK AND EQUIPMENT	PSO120711-1	07/25/2024	Dump truck radiator	603.8300.000.5410	4,659.78
NUSS TRUCK AND EQUIPMENT	PSO120991-1	07/25/2024	Hoses to repair dump truck	603.8300.000.5410	417.61
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Rick Jacks ...	07/31/2024	Parts for tack trailer repair	603.8300.000.5410	9.73
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Rick Jacks ...	07/31/2024	paver parts	603.8300.000.5410	0.52
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Lh8ph07d3 Ric...	07/31/2024	parts for chainsaw	603.8300.000.5405	16.98
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rc69f22m0 Ric...	07/31/2024	parts for paver repairs	603.8300.000.5405	138.58
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rp80r1s70 Rick..	07/31/2024	parts for fire truck	603.8300.000.5410	104.49
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	oil filter socket for servicing e...	603.8300.000.5160	7.99
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	shop supplies	603.8300.000.5405	24.18
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	stock hose	603.8300.000.5405	299.50
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	Parts to repair fire boat	603.8300.000.5405	225.44
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	Parts to repair Goodwin pump	603.8300.000.5405	136.45
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	Parts for tack trailer repair	603.8300.000.5405	1.59
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	Parts for fire truck repairs	603.8300.000.5410	28.99
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	Parts for f350 repairs	603.8300.000.5410	53.99
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	Parts for f550 repairs	603.8300.000.5410	56.08
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	Parts for dump truck repairs	603.8300.000.5410	8.11
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	Parts for dump truck repairs	603.8300.000.5410	8.11
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	Parts to repair fire boat	603.8300.000.5405	-44.00
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 06/...	07/31/2024	Parts for tack trailer repair	603.8300.000.5410	-1.59
METRO JANITORIAL SUPPLY I...	11016007	08/01/2024	Soap dispenser	603.8300.000.5125	34.70
MTI DISTRIBUTING CO	1440561-00	08/01/2024	Mower wheels	603.8300.000.5405	445.64
FACTORY MOTOR PARTS COM...	165-034490	08/01/2024	Air filter for Roller	603.8300.000.5405	25.74
FACTORY MOTOR PARTS COM...	1-9885152	08/01/2024	Fuel filter for Roller	603.8300.000.5405	2.97
FACTORY MOTOR PARTS COM...	1-Q07347	08/01/2024	Stock batteries	603.8300.000.5410	746.84
FACTORY MOTOR PARTS COM...	1-Q07348	08/01/2024	Black nitrile gloves for the shop	603.8300.000.5125	99.80
SOUTH EAST TOWING, Inc.	244692	08/01/2024	Fire truck towing	603.8300.000.5310	660.00
INVER GROVE FORD	5346030	08/01/2024	Shield for squad car	603.8300.000.5410	20.93
INVER GROVE FORD	5346158	08/01/2024	Fire truck lamp asy	603.8300.000.5410	15.32
INVER GROVE FORD	5346316	08/01/2024	Brake pads & rotor for F150	603.8300.000.5410	264.27
INVER GROVE FORD	5346361	08/01/2024	Brake lining kit & rotor for F1...	603.8300.000.5410	287.49
INVER GROVE FORD	5346375	08/01/2024	Brake lining kit & rotor for squ...	603.8300.000.5410	232.76
INVER GROVE FORD	5346408	08/01/2024	Misc. parts to repair F250	603.8300.000.5410	457.69
INVER GROVE FORD	5346452	08/01/2024	Rear glass assembly for F150	603.8300.000.5410	88.68
INVER GROVE FORD	5346670	08/01/2024	F250 rear light repairs	603.8300.000.5410	50.04
INVER GROVE FORD	5346688	08/01/2024	Element for fire truck	603.8300.000.5410	86.24
INVER GROVE FORD	5346701	08/01/2024	Air compressor parts for fire t...	603.8300.000.5410	37.95
INVER GROVE FORD	5346734	08/01/2024	Fire truck wheel cover	603.8300.000.5410	57.50
INVER GROVE FORD	5346741	08/01/2024	Exhaust sensor for squad car	603.8300.000.5410	55.89
FACTORY MOTOR PARTS COM...	69-526406	08/01/2024	Air filter for roller	603.8300.000.5405	29.47
POMP'S TIRE SERVICE, INC.	980121148	08/01/2024	Transforce for 2500 GMC	603.8300.000.5410	684.20
DAVIS EQUIPMENT CORPORAT...	E119579	08/01/2024	Ball drag for air filter	603.8300.000.5405	188.13
CUMMINS INC.	E4-59572	08/01/2024	Fire truck turbo actuator intak...	603.8300.000.5410	5,633.44
TRI-STATE BOBCAT INC.	P20995	08/01/2024	Tire & Wheel for Toolcat	603.8300.000.5405	252.26
TRI-STATE BOBCAT INC.	P21083	08/01/2024	Tire & Wheel for Toolcat	603.8300.000.5405	252.26

Fund 603 - CENTRAL EQUIPMENT Total: 48,949.52

Fund: 605 - CITY FACILITIES

DANIEL BAUER - TRUE MECH...	1504	07/18/2024	Replaced PD heat pump	605.8500.000.5400	15,055.00
HUEBSCH SERVICES	20331778	07/18/2024	lobby mats	605.8500.000.5430	176.60
TOTAL CONSTRUCTION & EQU...	39869	07/18/2024	added outlets for wall mount...	605.8500.000.5400	8,188.42
GIP III ZEPHYR ACQUISITION P...	INVRGRV-12407	07/18/2024	Solar gardens 5.2024	605.8500.000.5357	34,798.14
GIP III ZEPHYR ACQUISITION P...	INVRGRV-22407	07/18/2024	5.2024 solar gardens	605.8500.000.5357	9,418.74
DANIEL BAUER - TRUE MECH...	1493	07/25/2024	Replaced board on HP19 in PD	605.8500.000.5400	951.00
DANIEL BAUER - TRUE MECH...	1503	07/25/2024	Reviewed mini split not cooling	605.8500.000.5400	390.00
CINTAS CORPORATION	5221562085	07/25/2024	City Hall first aid supplies	605.8500.000.5190	200.10
GRAINGER	9181437709	07/25/2024	HVAC filters for City Hall	605.8500.000.5125	64.20
GRAINGER	9185202646	07/25/2024	HVAC fan belts for City Hall	605.8500.000.5125	197.68

Expense Approval Report

Payment Dates: 7/17/2024 - 8/6/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INNOVATIVE OFFICE SOLUTIO...	IN4574745	07/25/2024	office chair - Aaron	605.8500.000.5105	250.20
TWIN CITY GARAGE DOOR	Z279550	07/25/2024	Repairs to FS #1 garage door	605.8500.000.5400	1,735.32
XCEL ENERGY	879503742 CR	07/31/2024	Solar credits	605.8500.000.4671	-612.40
XCEL ENERGY	885364637	07/31/2024	City hall electric charges	605.8500.000.5355	4,606.30
WELLS FARGO CREDIT CARD A... The Home Depot #2813 Patric...		07/31/2024	rolling trash cans for disposing...	605.8500.000.5160	149.94
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Patric...		07/31/2024	magnets for finding metal stu...	605.8500.000.5150	6.28
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Patric...		07/31/2024	pull toggles for mounting tvs ...	605.8500.000.5150	30.60
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Patric...		07/31/2024	pull toggles for mounting tv a...	605.8500.000.5150	29.27
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Patric...		07/31/2024	correct size elements for wate...	605.8500.000.5150	38.94
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Patric...		07/31/2024	air duster to blow out electric...	605.8500.000.5150	30.84
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Patric...		07/31/2024	new elements for hot water h...	605.8500.000.5150	32.94
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Patric...		07/31/2024	returned water heater elemen...	605.8500.000.5150	-32.94
DANIEL BAUER - TRUE MECH...	1510	08/01/2024	FS #1 RTU repair	605.8500.000.5400	250.00
MN RECREATION AND PARK A...	7/29/2024	08/01/2024	MRPA Conf Registrations - Ad...	605.8500.000.5340	42.00
Fund 605 - CITY FACILITIES Total:					75,997.17

Fund: 606 - TECHNOLOGY FUND

WELLS FARGO CREDIT CARD A... Amazon Mar 114-462163 Mar...	07/31/2024	Wall mounts & brackets for ...	606.8600.000.5615	104.97	
WELLS FARGO CREDIT CARD A... Amazon MktpL C97kk0373 Ma...	07/31/2024	Wall mounts & brackets for ...	606.8600.000.5615	234.81	
WELLS FARGO CREDIT CARD A... Amazon MktpL Gd0c65le3 Ma...	07/31/2024	iPad replacement parts	606.8600.000.5190	63.73	
WELLS FARGO CREDIT CARD A... Amazon MktpL Mz0rc8tt3 Mar...	07/31/2024	Monitor stand	606.8600.000.5160	35.98	
WELLS FARGO CREDIT CARD A... Amazon MktpL Rc1gd9fg0 Mar...	07/31/2024	Monitor stand	606.8600.000.5160	19.98	
WELLS FARGO CREDIT CARD A... Amazon MktpL Rc3y71lv0 Mar...	07/31/2024	NW Conference room	606.8600.000.5615	46.98	
WELLS FARGO CREDIT CARD A... Amazon MktpL Rg78m69q2 M...	07/31/2024	iPad replacement	606.8600.000.5615	168.51	
WELLS FARGO CREDIT CARD A... Amazon.Com Rc3i89zy1 Marc...	07/31/2024	Smart TV remote	606.8600.000.5615	19.22	
WELLS FARGO CREDIT CARD A... Amzn Mktp US 6j8vi65f3 Marc...	07/31/2024	iPad replacement cases	606.8600.000.5190	35.96	
WELLS FARGO CREDIT CARD A... Amzn Mktp US D393g2mu3 M...	07/31/2024	WIFI WAP	606.8600.000.5160	184.99	
WELLS FARGO CREDIT CARD A... Amzn Mktp US Hk4ef7ex3 Ma...	07/31/2024	Laptop	606.8600.000.5615	663.66	
WELLS FARGO CREDIT CARD A... Amzn Mktp US Jr4qu68u3 Ma...	07/31/2024	Switch	606.8600.000.5615	366.95	
WELLS FARGO CREDIT CARD A... Bestbuycom806940012946 M...	07/31/2024	Smart TVs for NW Conference...	606.8600.000.5615	2,549.97	
WELLS FARGO CREDIT CARD A... Zoom.U.s 888-799-9666 Marc ...	07/31/2024	Zoom	606.8600.000.5335	31.98	
HARRIS COMPUTER SYSTEMS	MUNCT0001068	08/01/2024	CityView Business License Imp...	606.8600.000.5395	10,530.00
Fund 606 - TECHNOLOGY FUND Total:				15,057.69	

Fund: 702 - ESCROW FUND

KENNEDY & GRAVEN	182047	07/18/2024	PINE BEND LANDFILL MATTER...	702.5100.015.2050	585.00
KENNEDY & GRAVEN	182047	07/18/2024	GREBIN (24-10PA) COMP. PLA...	702.5100.223.2050	229.50
KENNEDY & GRAVEN	182047	07/18/2024	KRECH (24-14ZPA) REZONING ...	702.5100.228.2050	204.00
KENNEDY & GRAVEN	182047	07/18/2024	INSITE DEV. (24-16PUD) SITE P...	702.5100.229.2050	612.00
KENNEDY & GRAVEN	182047	07/18/2024	YELLOWTREE PRE & FINAL PU...	702.5100.230.2050	1,657.50
KENNEDY & GRAVEN	182047B	07/18/2024	Peltier Reserve Legal Services ...	702.3100.272.2050	637.50
KENNEDY & GRAVEN	182047C	07/18/2024	Canvas @ IGH Legal Services 5...	702.3100.237.2050	510.00
KENNEDY & GRAVEN	182047D	07/18/2024	S Robert Trl Legal Costs 5.2024	702.3100.325.2050	331.50
EMMONS & OLIVIER RESOUR...	00095-0074-36	07/25/2024	Construction Observations 6....	702.3100.272.2050	756.81
WELLS FARGO CREDIT CARD A... Simplifile.Com Rebecca Ki WF ...		07/31/2024	Doc 3632536 Amendment 1 to..	702.3100.237.2050	52.33
WELLS FARGO CREDIT CARD A... Simplifile.Com Rebecca Ki WF ...		07/31/2024	Doc 3633502 6/12/2024 - Res...	702.5100.222.2050	52.33
WELLS FARGO CREDIT CARD A... Simplifile.Com Rebecca Ki WF ...		07/31/2024	Doc 3633513 - Resolution 202...	702.5100.224.2050	52.33
BARR ENGINEERING COMPANY	23190218.02-12	08/01/2024	Expansion Permit App. Techni...	702.5100.015.2050	9,303.00
KIMLEY-HORN & ASSOCIATES, ...	28497653	08/01/2024	Construction Observations	702.3100.281.2050	841.38
EAGAN WAVE SOCCER CLUB	7/23/2024	08/01/2024	Refund of Planning Application..	702.5100.235.2050	2,326.30
Fund 702 - ESCROW FUND Total:					18,151.48

Grand Total: 3,698,335.37



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: August 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Cora Bauer, HR Coordinator, 651.450.2490

ACTION REQUESTED

The Council is asked to confirm and approve the personnel actions 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 8.12.24 (hires-terms)



Personnel Actions - Council Agenda Attachment

Meeting Date:	August 12, 2024
Item Type:	Consent Agenda
Contact:	Cora Bauer
Prepared by:	Cora Bauer
Reviewed by:	Janet Shefchik, HR Manager

Fulltime Employment Hires:

Seasonal/Temporary Employment Hires:

Luke Ross, Recreation Instructor I
Paulkani Siddela, Fitness Instructor
Emma Zellmer, Lifeguard
Tiffany Nguyen, Non-certified Swim Instructor
William Makela, Lifeguard
Gabriel Meyer, Archery Instructor

Voluntary Resignations, Retirements and/or Terminations:

Amy Crary, Fitness Coordinator
Christina Castaneda, Non-certified Swim Instructor
Allyson Koppelman, Aquatics Manager



Request for Council Action

SUBJECT: **Approval of Storm Water Facilities Maintenance Agreement for 9492 Robert Trail**

MEETING DATE: August 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572
Nicole Portugal, Engineering Technician, 651.450.2573

ACTION REQUESTED

The Council is asked to approve the attached Storm Water Facilities Maintenance Agreement for the property located at 9492 Robert Trail.

BACKGROUND

The owners of 9492 Robert Trail are proposing to construct a new home that exceeds 5,000 sf, and are affected by City Ordinance Title 9, Chapter 5, Section 9-5-5. This ordinance requires properties of record which do not have recorded contracts or agreements with the City to provide information to ensure proposed site improvements meet current City standards for grading, erosion control and storm water management.

The owners, William J. Stoyke and Brenda Navin, have provided the plans required by the ordinance. A basin will be constructed for water quality treatment and flow requirements on the lot and receive water from the new impervious area. They have signed the attached Storm Water Facilities Maintenance Agreement which spells out the conditions to be met. An engineering escrow of \$1,500 has been provided to cover costs incurred by the City for review and inspection of the site improvements.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the Storm Water Facilities Maintenance Agreement for the property located at 9492 Robert Trail, as attached.

ATTACHMENTS

1. SWFMA 9492 S Robert Trail

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR 9492 SOUTH ROBERT TRAIL, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 12th day of August, 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and William J. Stoyke, an unmarried man and Brenda Navin, an unmarried woman (hereafter referred to together as “Landowner” and “Responsible Owner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.2 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 Landowner. “Landowner” means William J. Stoyke and Brenda Navin and their successors and assigns.

1.4 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A**.

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

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

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

The current Responsible Owner is the Landowner.

1.7 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future storm water pipes, ponds, raingardens, drainage areas, conduits, culverts, ditches, filtration basins, catch basins, or approved storm water quality structures or storm water collection appurtenances lying on or within the Landowner Property as depicted on the Storm Water Facility Plan; together with any outfall pipe and anti-seepage collar, inlet pipe, stormwater controls, gutters, downspouts, stormwater manholes, and catch-basins.

1.8 Storm Water Facility Plan. “Storm Water Facility Plan” means the Certificate of Survey issued on May 21, 2024 and revised on July 15, 2024, and the Grading, Development & Erosion Control Exhibit, both of which were prepared by Carlson McCain and approved by the City Engineer on July 19, 2024, as well as the Residential Bioretention Basin Plate (STM-15), which are attached hereto as **Exhibit D**.

1.9 Stormwater Management Plan. Means the 4th Generation Stormwater Management Plan and current Inver Grove Heights City Code Title 9, Chapter 5 Storm Water Management design, water quality, rate control, and volume and control standards. The Low Impact Design (LID) standards for construction and maintenance Best Management Practices shall be in accordance with the current Dakota County LID standards and the Inver Grove Heights Northwest Area (NWA) Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the grading of the Landowner Property and the construction of the proposed house as shown on the Storm Water Facility Plan.

Recital No. 3. The City is willing to approve the grading of the Landowner Property and the construction of the proposed house as shown on the Stormwater Facility Plan, if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

- a.) Impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.
- b.) Provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) Provide the City with right of access over the Landowner Property to access the Storm Water Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that in conjunction with construction of the proposed driveway, house, and garage on the Landowner Property, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan, the Stormwater Management Plan, and the NWA Stormwater Manual at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Stormwater Facility Plan and the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works; and

- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan attached hereto as **Exhibit B**; and
- d. The Standard of Maintenance shall comply with the Dakota County Soil and Water Conservation District Low Impact Standards; current version; and
- e. The Standard of Maintenance shall comply with the Residential Bioretention Basin (STM-15) dated January 2017, attached hereto as **Exhibit E**; and
- f. The Standard of Maintenance shall comply with the 2023 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated February 2023;
- g. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) The Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long-Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

By December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance

during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.2 and 3.3; Cure Period. If the City's Director of Public Works ("DPW") determines, at their reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within the Cure Period identified in Section 3.4, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City and its employees, agents, and contractors shall have the right of access to the areas where the Storm Water Facilities and to such other areas located on the Landowner Property necessary in order to access the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City or its contractors given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable with Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the

Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance or repair costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance or repair tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property.

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

3.7 Obligation for Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements. The Landowner hereby grants to the City and its employees, agents, and contractors a right and license to access and enter the Landowner Property for the purpose of performing repair or maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

3.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often

as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **ESCROW DEPOSIT**

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

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

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

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

ARTICLE 5 **CITY'S COVENANTS**

5.1 Approval of Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if all other requirements of the City are met by the Landowner, the City will approve the issuance of a land alteration permit and building permit for the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

6.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

6.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its

obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

If to City:

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

If to Landowner/Responsible Owner:

William Stoyke and Brenda Navin
9492 Robert Trail S.
Inver Grove Heights, MN 55077

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURES TO FOLLOW]

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

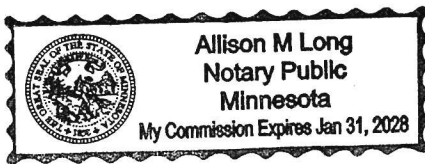
RESPONSIBLE OWNER AND
LANDOWNER:


William J. Stoyke


Brenda Navin

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 2nd day of August, 2024, by William J. Stoyke, and unmarried man, and Brenda Navin, an unmarried woman.




Notary Public

This instrument was drafted by:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

Lot 1, Block 1, Robert Trail Woods Dakota County, Minnesota.

Abstract Property

PID: 20-64460-01-010

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

OPERATIONS & MAINTENANCE PLAN

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure healthy and functioning Storm Water Facilities conforming to the intent of the original design parameters. Maintenance shall be completed annually by December 31st. An annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Responsible Owner unless designated otherwise
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Responsible Owner unless designated otherwise
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Responsible Owner unless designated otherwise
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Responsible Owner unless designated otherwise
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Responsible Owner unless designated otherwise
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Responsible Owner unless designated otherwise
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Responsible Owner unless designated otherwise
8. Replacement of the bio-retention device.	Bio-retention device failure.	The Responsible Owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Responsible Owner unless designated otherwise

EXHIBIT C **ANNUAL INSPECTION FORM**

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

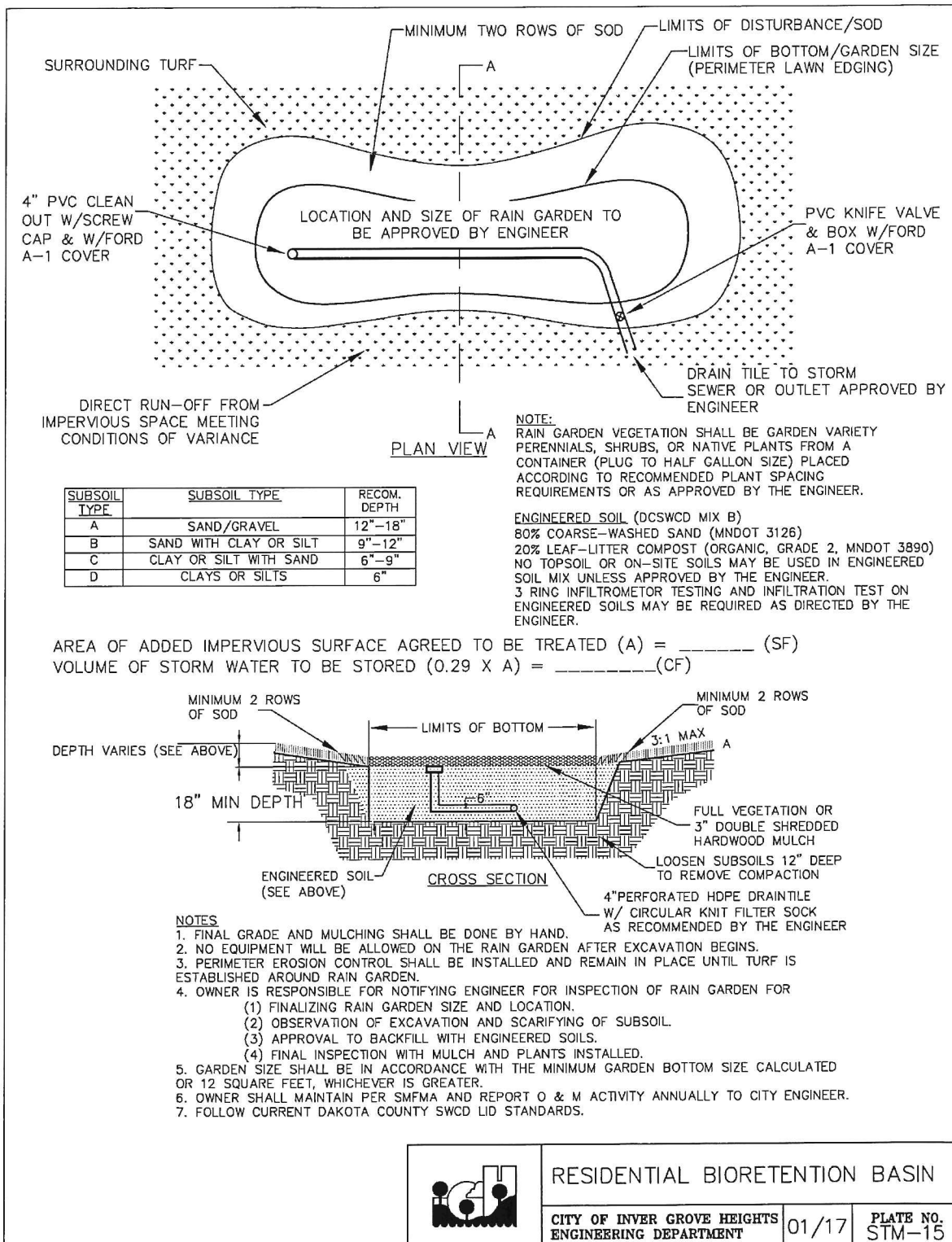
INLET / OUTLET					
STRUCTURE ID			INSPECTION DATE	INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE
CONDITION*	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED	
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
ILLICIT DISCHARGE	Y	N			
COMMENTS					

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed
 *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

EXHIBIT E

RESIDENTIAL BIORETENTION BASIN (STM-15)





Request for Council Action

**SUBJECT: Approval of Amended Storm Water Facilities
Maintenance Agreement for 5904 Robert Trail**

MEETING DATE: August 12, 2024
ITEM TYPE: Consent Agenda
CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572
Nicole Portugal, Engineering Technician, 651.450.2573

ACTION REQUESTED

The Council is asked to approve the attached amended Storm Water Facilities Maintenance Agreement for the property located at 5904 Robert Trail.

BACKGROUND

The owners of 5904 Robert Trl are proposing to construct an addition to their existing home, comprising a pool house and other impervious surfaces, and are affected by City Ordinance Title 9, Chapter 5, Section 9-5-5. This ordinance requires properties of record which do not have recorded contracts or agreements with the City to provide information to ensure proposed site improvements meet current City standards for grading, erosion control and storm water management.

The owners, David R. Cossetta and Gail A. Cossetta, have already received a storm water facilities maintenance agreement but have decided to amend their storm water facilities. An underground infiltration system will be constructed for water quality treatment and flow requirements on the lot and receive water from the new impervious area. They have signed the attached Storm Water Facilities Maintenance Agreement which spells out the conditions to be met. An engineering escrow of \$1,500 has been provided to cover costs incurred by the City for review and inspection of the site improvements.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the amended Storm Water Facilities Maintenance Agreement for 5904 Robert Trail, as attached.

ATTACHMENTS

1. 5904 Robert Trl - Storm Water Facilities Agreement

**AMENDMENT NO. 1 TO STORM WATER FACILITIES MAINTENANCE
AGREEMENT FOR 5904 ROBERT TRAIL, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AMENDMENT NO. 1 TO STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 12th day of August, 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and David R. Cossetta and Gail A. Cossetta, husband and wife (hereafter referred to together as “Landowner” and “Responsible Owner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.2 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 Landowner. “Landowner” means David R. Cossetta and Gail A. Cossetta, husband and wife, and their successors and assigns.

1.4 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A.**

1.5 Parties. “Parties” means the City and Landowner, and their successors and assigns.

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

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

The current Responsible Owner is the Landowner.

1.7 Storm Water Facilities Maintenance Agreement. “Stormwater Facilities Maintenance Agreement” means that Storm Water Facilities Maintenance Agreement for 5904 Robert Trail, Inver Grove Heights, Dakota County, Minnesota dated June 24, 2024, and recorded on July 2, 2024 as Document Number 3635805 with the Office of the Dakota County Recorder.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner, Responsible Owner and City, as defined in this Agreement are the same entities as the City and Landowners identified and defined in the Storm Water Facilities Maintenance Agreement.

Recital No. 2. By this Agreement, the Parties desire to amend the Storm Water Facilities Maintenance Agreement.

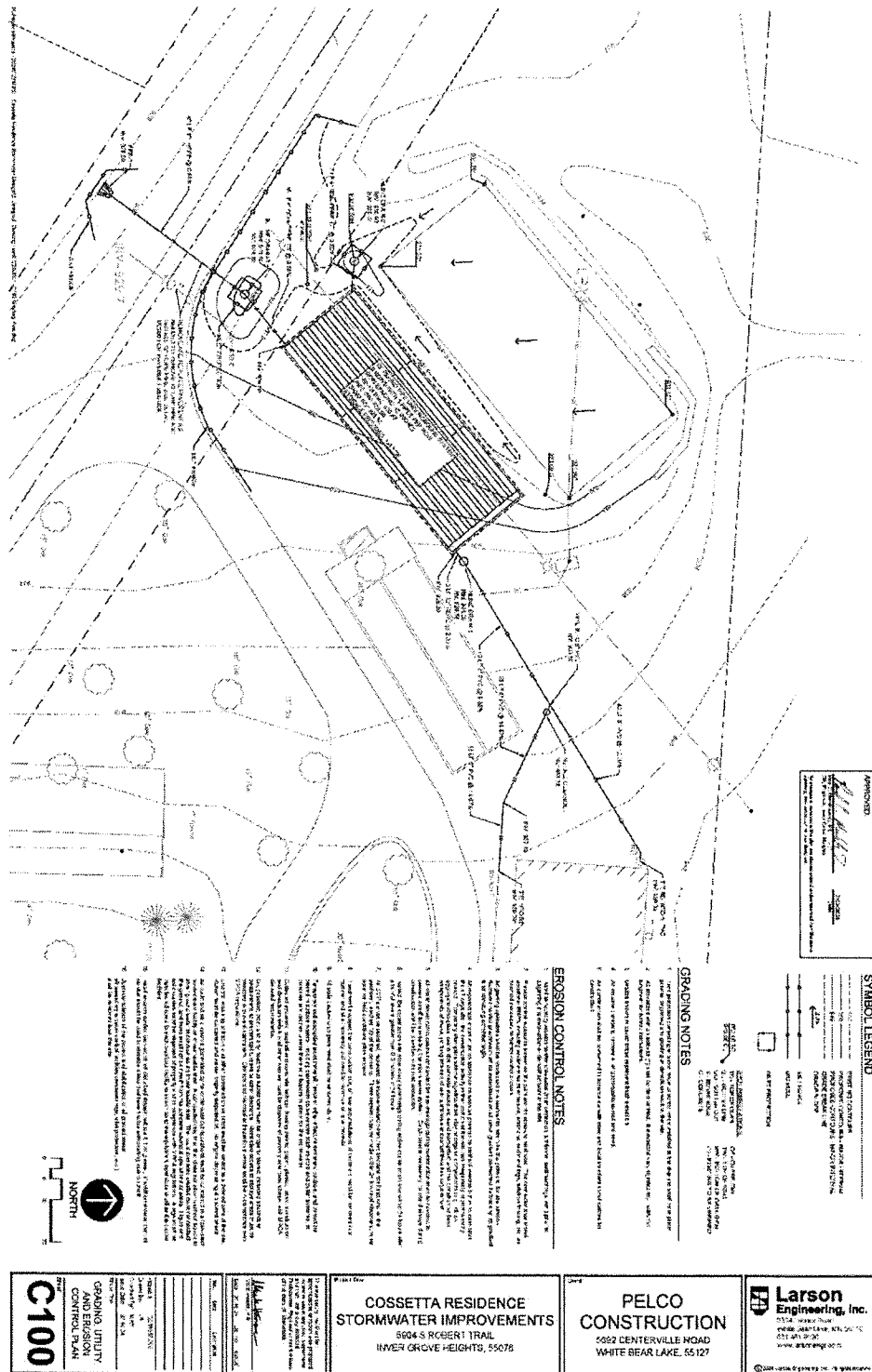
ARTICLE 3 **AMENDMENT**

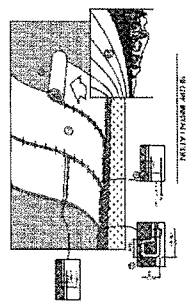
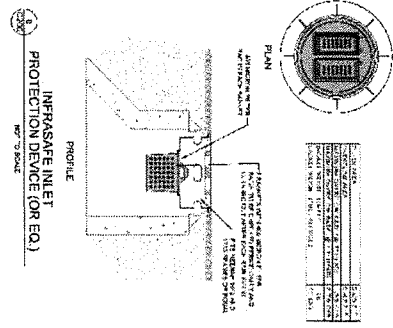
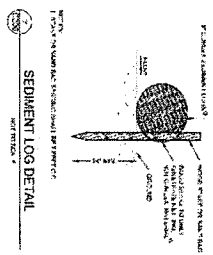
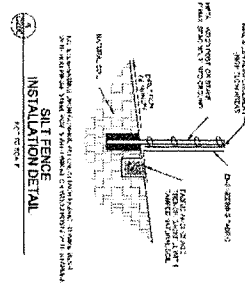
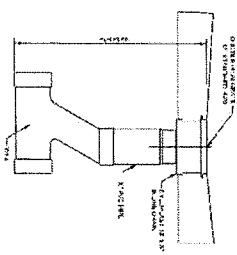
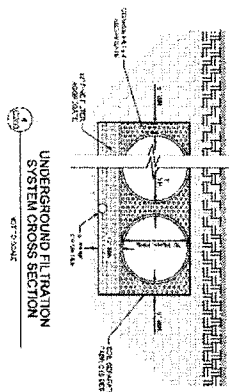
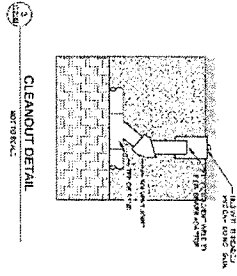
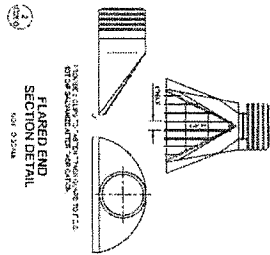
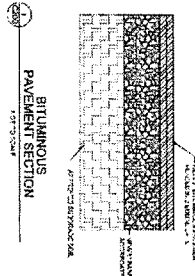
3.1 Amendment. The Parties agree that the Storm Water Facilities Maintenance Agreement shall be amended as follows:

3.1.1. Amendment to Definition of Storm Water Facility Plan. Section 1.8 of the Storm Water Facilities Maintenance Agreement shall be deleted in its entirety and replaced with the following new Section 1.8:

1.8 Storm Water Facility Plan. “Storm Water Facility Plan” means the two-page Storm Water Facility Plan prepared by Larson Engineering, Inc. with an issue date of 7.16.24 which was approved by the City Engineer on July 19, 2024 which is attached hereto as **Exhibit D**.

3.1.2. Amendment to Exhibit D. Exhibit D of the Storm Water Facilities Maintenance Agreement shall be deleted in its entirety and replaced with the following Exhibit D:





APPROVED
 [Signature]
 [Stamp]

EROSION CONTROL BLANKET
 [Text]

C200	DETAILS	PELCO CONSTRUCTION 5502 CENTERVILLE ROAD WHITE BEAR LAKE, 55127	COSETTA RESIDENCE STORMWATER IMPROVEMENTS 5504 S ROBERT TRAIL INVER GROVE HEIGHTS, 55078	Larson Engineering, Inc. 3127 Lakewood Road White Bear Lake, MN 55110 651.481.2120 www.larsoneng.com
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ARTICLE 4
MISCELLANEOUS

4.1 Binding Agreement. The Parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the Parties and the successors and assigns of the Parties.

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURES TO FOLLOW]

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

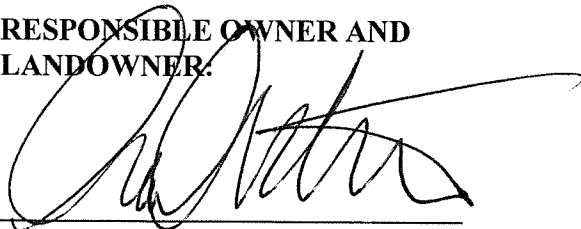
(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

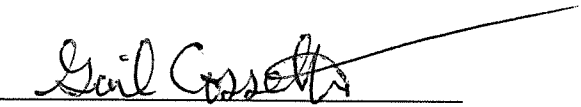
On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**RESPONSIBLE OWNER AND
LANDOWNER.**



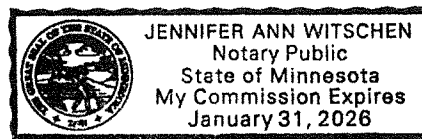
David R. Cossetta



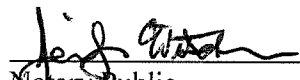
Gail A. Cossetta

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

SS.



The foregoing instrument was acknowledged before me this 08 day of August, 2024, by David R. Cossetta and Gail A. Cossetta, husband and wife.



Notary Public

This instrument was drafted by:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

Lot 4, MacGregor Acres, according to the recorded plat thereof, together with that part of vacated Low Road, accruing thereto by reason of the vacation thereof; and including that portion of Loch Gregor lying between the sidelines of said Lot 4 running from the shoreline to the center portion of said lake as indicated by broken lines on said plat; and together with and subject to an easement over Low Road, vacated, as set forth in Document No. 380337.

Abstract Property
PID: 20-47300-00-040



Request for Council Action

SUBJECT: **Award of Contract for Fiber Extension to Rock Island Swing Bridge & Resolution Amending Technology Fund Budget**

MEETING DATE: August 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Marc Gade, Technology Manager, 651.450.2576

ACTION REQUESTED

The Council is asked to approve the attached proposal for extending fiber to the Rock Island Swing Bridge and adopt the attached Resolution, amending the 2024 Technology Fund budget.

BACKGROUND

The lighting project for the Rock Island Swing Bridge requires internet access, which the pavilion does not currently have. A fiber build to the pavilion also provides the opportunity to install security cameras and public Wi-Fi at the Rock Island Swing Bridge. A lateral fiber conduit will extend from the existing hand hold to the pavilion.

FISCAL IMPACT

The project estimate of \$18,546 was not budgeted for in 2024, but can be accommodated by utilizing the positive balance of the Technology Fund, which was \$1,034,013 as of December 31, 2023.

RECOMMENDATION

Staff recommends approval of this project and the associated budget amendment.

ATTACHMENTS

1. Project Design and Cost Estimate Approval Request
2. 377839 Route Map
3. Budget Amendment Resolution



5750 Duluth Street, Golden Valley, MN 55422-4063
Main: 763.543.2600 | Service: 763.543.2662

Project Design and Cost Estimate Approval Request

Primary Contact

Enter Incident# (?)

377839

Name *

Marc Gade

Member *

Inver Grove Heights

Email *

mgade@ighmn.gov

Phone *

6514502576

Are There Other Members/External Parties Involved In The Project

- ☐ Yes
☒ No

Other Participating Members/External Parties

Organization Name

Contact Name

Contact Phone

Contact Email

Do You Know The Cost Allocation For This Project (?)

- ☐ Yes
☐ No

Project Scope

Project Name * (?)

IG-Rock Island Swing Bridge Pavilion to Heritage Park - New Build

*

- ☒ Planned
☐ Unplanned

Planned Project Category

- ☒ New Build
☐ Repair
☐ Relocate
☐ Overbuild
☐ Splice Only
☐ Other

Project Location * (?)

IG-Rock Island Swing Bridge Pavilion to Heritage Park - New Build

Location A * (?)

Rock Island Swing Bridge Pavilion 4465 66th St E

Location Z (?)

Heritage Village Park 4321 65th St E

Project Description *

Install two 1.5" conduit from the existing DC hand hole to a new hand hole placed next to the New cabinet location. Extend conduit into the new cabinet (Type TBD)

Install 12F between the new cabinet and the existing SP-HH located at Doffing Ave and 66th St. This will include an over pull segment approx. 400'.

Terminate and splice 4 strand connection between the A & Z Locations

A: Location - Rock Island Swing Bridge Pavilion (Cabinet) 4465 66th St E

Z: Location - Heritage Village Park building 4321 65th St E

Submitted Date *

7/10/2024

Due Date

11/30/2024

Priority

Medium- 3 to 9 Months

Benefits

☐ CNET

☒ INET

Attachment

Administrative Use Only

**Approval Request** *

Installation of fiber optic network to connect Rock Island Swing Bridge to Heritage Park. This cost estimate includes materials (no switch), labor and splicing needed to complete this project. Any unforeseen cost will be communicated once known.

Labor \$16,751.00

Materials \$1,795.00

Total \$18,546.00

Estimated annual locates \$132.00

Labor

\$ 16,751.00

Materials

\$ 1,795.00

Cost Estimate Total *

\$ 18,546.00

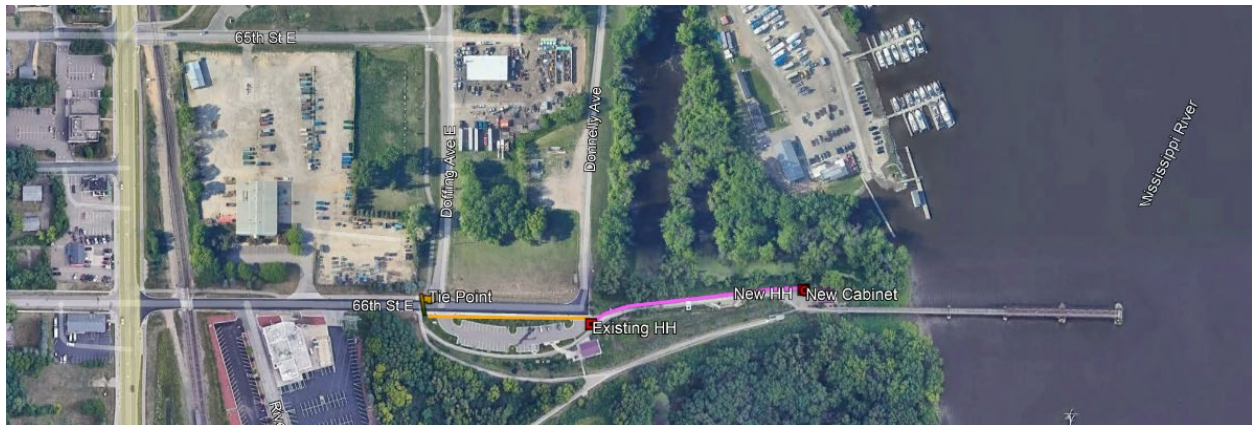
Estimated Annual Locates

\$ 132.00

Attachment *

377839 Route Map.pdf	140.86KB
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377839 IG-Rock Island Swing Bridge Pavilion to Heritage Park - New Build



Installation of fiber optic network to connect Rock Island Swing Bridge to Heritage Park. This cost estimate includes materials (no switch), labor and splicing needed to complete this project. Any unforeseen cost will be communicated once known.

Labor	\$16,751.00
Materials	\$1,795.00
Total	\$18,546.00

Estimated annual locates \$132.00

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

RESOLUTION NO. 2024-146

RESOLUTION AMENDING THE 2024 TECHNOLOGY FUND BUDGET

WHEREAS, there is a need to extend fiber to the Rock Island Swing Bridge to facilitate the Rock Island Swing Bridge Lighting Project; and

WHEREAS, the extension of a fiber connection also creates the opportunity to provide security cameras and WiFi for public use at a future date; and

WHEREAS, the originally adopted 2024 Technology Fund budget did not include funding for this project as it was not an anticipated need at that time;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the Council does hereby amend the 2024 Technology Fund budget as follows:

Machinery & Equipment	606.8600.000.5615	Increase	\$ 18,546
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Adopted this 12th day of August 2024 by the City Council of Inver Grove Heights, MN.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Approving a Joint Powers Agreement with Dakota County for County Project 28-69 (City Project No. 2024-16) - 80th Street Trail Gap**

MEETING DATE: August 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a Joint Powers Agreement (JPA) with Dakota County for the design, construction, and maintenance of a multi-use trail facility along the north side of 80th Street between Cahill Avenue and Concord Boulevard (City Project No. 2024-16).

BACKGROUND

Dakota County has identified a trail gap section in their 2040 Dakota County Transportation Plan. Closure of this gap would create a connection to existing trails, connect neighborhoods to Simley High School, and create connectivity to the Mississippi River Greenway. Further, the County has been awarded a federal "Rebuilding American Infrastructure with Sustainability and Equity" (RAISE) grant which includes this project as a funded project.

To address the project's purpose and need a 10-foot multi-use trail will be designed and constructed along the north side of County State Aid Highway (CSAH) 28 from 800-feet east of Cahill Avenue to CSAH 56 (Concord Blvd). Construction is anticipated to occur during the 2025 construction season.

FISCAL IMPACT

This project is currently planned to be funded through the use of a federal RAISE grant applied for and received by the County. This funding, in addition to other funding received by the County via state and federal appropriations, is expected to cover design, right-of-way, construction and construction administration costs for the project in full. The estimated project costs and representative cost split are included in Attachment A.

If additional costs are incurred that are not covered by grants or other appropriations, those costs will be distributed 85% County/15% City per the County's cost participation policy.

RECOMMENDATION

Staff recommend adoption of the attached Resolution, entering a Joint Powers Agreement with Dakota County for City Project No. 2024-16.

ATTACHMENTS

1. Resolution - 80th Street Multi-Use Trail JPA
2. 80th Street Trail JPA (CONTRACT #DCA21859)

3. Attachment A - Cost Summary Tabulation
4. Dakota County Resolution No. 24-297 - JPA Approval

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

RESOLUTION NO. 2024-147

**RESOLUTION TO ENTER INTO A JOINT POWERS AGREEMENT WITH DAKOTA COUNTY FOR
DESIGN ENGINEERING, RIGHT OF WAY, CONSTRUCTION, ADMINISTRATION, MAINTENANCE,
AND COST PARTICIPATION OF A MULTI-USE TRAIL ALONG 80TH STREET FROM CAHILL AVE
TO CONCORD BLVD**

WHEREAS, the City of Inver Grove Heights and Dakota County desire to complete final design, right of way acquisition, construction, administration, maintenance, and cost participation of a multi-use trail facility along 80th Street from Cahill Avenue to Concord Boulevard; and

WHEREAS, the need for pedestrian connectivity and safety in this corridor is identified in the 2040 Dakota County Transportation Plan; and

WHEREAS, the County applied for and received a Federal "Rebuilding American Infrastructure with Sustainability and Equity" (RAISE) grant; and

WHEREAS, the County will lead the final design, right of way acquisition, and construction of the project. With the RAISE grant and State and Federal appropriations that are eligible for local costs, the County expects to fund the Project in full; and

WHEREAS, if additional costs are incurred that are not covered by grants or other appropriations, those costs will be distributed 85% County/15% City per the County's cost participation policy; and

WHEREAS, the City and County have drafted a Joint Powers Agreement identifying the cost and execution responsibilities of each agency with respect to the final design engineering, right of way acquisition, construction, administration, and maintenance of the 80th Street Multi-Use Trail Facility (City Project No. 2024-16) to be executed by the two parties.

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

1. The Joint Powers Agreement with Dakota County for the Design Engineering, Right-of-Way, Construction, Administration, Maintenance, and Cost Participation for City Project No. 2024-16 is hereby approved.
2. The Public Works Director, Mayor, City Attorney, and City Clerk are hereby authorized to carry out the agreement on the City's behalf.
3. Following the application of the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant and any other State and Federal appropriations by the County, the City will participate in cost sharing per the County's cost participation policy at 85% County/15% City.
4. If the City requests changes outside of what is necessary to construct the multi-use trail facility, the City will be responsible for 100% of those costs to complete the work.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12th day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

JOINT POWERS AGREEMENT FOR
DESIGN ENGINEERING, RIGHT-OF-WAY, CONSTRUCTION, ADMINISTRATION,
MAINTENANCE, AND COST PARTICIPATION

BETWEEN
THE COUNTY OF DAKOTA
AND
THE CITY OF INVER GROVE HEIGHTS
FOR
DAKOTA COUNTY PROJECT NO. 28-69
CITY PROJECT NO. 2024-16

SYNOPSIS: Dakota County and the City of Inver Grove Heights agree to design engineering, right-of-way acquisition, construction, ongoing maintenance, and cost share for County Project 28-69, the construction of multi-use trail along the north side of County State Aid Highway (CSAH) 28 (80th Street East) between Cahill Avenue and CSAH 56 (Concord Boulevard). Dakota County and the City of Inver Grove Heights also agree to project coordination between the City of Inver Grove Heights 2024 Pavement Management Initiative and County Project 28-69.

THIS JOINT POWERS AGREEMENT ("Agreement"), is made and entered into by and between the County of Dakota ("County"), a political subdivision of the State of Minnesota, and the City of Inver Grove Heights ("City"), a municipal corporation existing under the laws of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party", and witnesses the following:

WHEREAS, under Minnesota Statutes sections 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with County Project (CP) 28-69, City of Inver Grove Heights Project 2024-16; and

WHEREAS, the purpose and need for CP 28-69 is to improve multi-modal safety and accessibility, create connection to existing trails that connect neighborhoods to Simley High School, close a trail gap identified within the 2040 Dakota County Transportation Plan and create connectivity to the Mississippi River Greenway (the "Project"); and

WHEREAS, to address the purpose and need, the Project will construct a 10-foot multi-use trail along the north side of County State Aid Highway (CSAH) 28 from 800-feet east of Cahill Avenue to CSAH 56 (Concord Blvd) anticipated to occur in the 2025 construction season; and

WHEREAS, the City of Inver Grove Heights is proceeding with 2024 street improvements, City Project 2024-16, to improve local streets and local street connections to CSAH 28 that has aspects of work that overlap with elements of the Project; and

WHEREAS, to efficiently deliver both the Project and the City's 2024 street improvements, the City and County agree to coordinate project details to avoid overlap and create an efficient process; and

WHEREAS, to effectively deliver the Project, the County and City mutually agree in exercising their joint powers to complete preliminary and final design, right-of-way acquisition, construction, administration, and maintenance of the Project, as well as to determine each parties' respective share of Project costs; and

NOW, THEREFORE, it is agreed the County and City of Inver Grove Heights will share Project responsibilities as detailed in this Agreement and, in accordance with the County's adopted cost share policy, jointly participate in Project costs as set forth herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

1. Project Administration. The County shall be the lead agency for design, right-of-way acquisition, construction, construction administration, and maintenance of the Project. Subject to the requirements below, the County and City shall retain final decision-making authority within their respective jurisdictions.
2. Engineering. "Engineering Costs" shall include the cost of preparing preliminary/final designs, plans, specifications and proposals, surveying, mapping, consultant engineering, right-of-way mapping, construction engineering, construction management, construction inspection and all related materials testing, including the cost of County and City staff time, as well as the cost of facilitating public and/or third-party agency involvement.
3. Cost Share. After application of all applicable cost sharing provisions of this Agreement and Dakota County 2040 Transportation Plan cost sharing policies F.1 through F.19, the County will participate in the Project as defined below after deducting federal and state cost participation amounts.

The County will provide funding for the Project in accordance with the adopted cost participation policy F.1, Table 4 for Replacement and Modernization, which includes construction of trail along County highways, and pedestrian crossing improvements such as bump outs and median refuges and other associated infrastructure. The County will provide 85 percent of costs and the City will provide 15 percent of project costs for engineering, right-of-way acquisition, construction and construction

administration costs for the Project. Actual costs will be based on realized construction costs after deducting federal and state cost participation amounts.

Dakota County has been awarded a Federal “Rebuilding American Infrastructure with Sustainability and Equity” (RAISE) grant which includes the 80th Street East Trail Gap, the Project, as a funded project. This funding, in addition to other funding received via State and Federal appropriations that is eligible for local costs, is expected to be sufficient to cover design, right-of-way, construction and construction administration costs for the Project in full. The estimated project costs and representative cost split are included as Attachment A to this agreement.

4. Non-Project Costs. The City may elect to perform concurrent work outside what is necessary to complete the Project, such as utility servicing, improving adjacent streets, and aesthetic enhancements. The cost for any such work the City may elect to perform outside this Agreement shall be solely the responsibility of the City.
5. Construction. “Construction Costs” shall include all highway, trail, and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the current adopted Dakota County Transportation.
6. Right-of-Way. Right-of-Way acquisition needs are expected for the project. The County, as the lead agency, will undertake all actions necessary to acquire, including but not limited to, temporary highway right-of-way, wetland damage mitigation and banking, drainage and ponding, and water pollution control best management practices for the Project. The costs of acquiring any necessary right-of-way for the Project, shall be shared based on the County’s and City’s share of the final

construction costs in accordance with the current Dakota County Transportation Plan and Cost Participation policy F.3 Right-of-Way.

If necessary, the City shall convey to the County, at no cost, all necessary permanent highway and temporary easements, on forms approved by the County Attorney's office, on all adjacent City-owned real property for Project purposes. Additionally, if necessary, the City shall convey rights to the County, at no cost, all public easements and rights-of-way necessary for Project purposes, including the right to grade within drainage and utility easements as necessary. Any right-of-way costs that are Non-Project Costs, for new sanitary sewer, water mains and appurtenances, and aesthetic elements outside of the right-of-way shall be the responsibility of the City.

7. Plans, Specifications and Award of Contract. The County will prepare plans and specifications consistent with County and City design standards, State-Aid design standards and MnDOT standards and specifications. The Parties' mutual concurrence with the plans and specifications is required prior to advertising for bids. Within 7 days of opening bids for the construction contract, the County as the lead agency shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence by the City and the State in the award of the construction contract to the lowest responsible bidder. Upon written concurrence from the City and State, the lead agency may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. The contract construction shall be performed in accordance with approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.
8. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserves the right to inspect construction materials and methods as needed.

9. Project Cost Updates. The lead agency must provide updated cost estimates showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates will also be provided by the lead agency at the following times:

- at the 30%, 60%, 95%, and 100% design milestones;
- prior to advertising a construction contract;
- after bid opening (prior to contract award);
- during construction if total contract changes exceed \$25,000;
- once per year following the construction season until the Project is complete.

Project cost estimate updates include actual and estimated costs for Engineering Costs, right-of-way acquisition, utility relocation, construction, and administration.

The Parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each agency is responsible for informing their respective council or board regarding Project costs estimates.

10. Payment. The County shall administer the contract and act as the paying agent for all payments to the selected contractor. Payments to the selected contractor will be made as Project work progresses and when certified by the County Engineer. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon receipt or within a maximum of 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

11. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Project's cost participation must be approved by the authorized representative of each party prior to execution of work. Both Parties shall

endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

12. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
13. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2026.
14. Final Acceptance. Final completion of the Project must be approved by both the County and the City.
15. Pavement Maintenance. Upon acceptance of the Project, the City shall be responsible for all pavement maintenance within City-owned right-of-way. The County shall be responsible for all pavement maintenance within County-owned right-of-way unless necessitated by a failure of a City utility system or installation of new City-owned facilities.
16. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation within the County right-of-way is necessary to repair or install water, sanitary sewer, or other City utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City employs its own contractor for the above-described water, sewer or other utility repair or installation, the City shall hold the County harmless from any and all liability incurred due to the repair or installation of said water, sewer or other municipal utility including, but not limited to, the costs of repair as well as liability to third parties injured or damaged as a result of the work. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 35 days following receipt of a written claim by the County.

17. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules, and contract administration procedures unless amended by the contract specifications.
18. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The County shall include the City as additional insured in the contract documents.
19. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of the County's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

20. Audits. Pursuant to Minnesota Statutes Sec 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.
21. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County Transportation Plan after completion of the construction provided for in this Agreement.
22. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

COUNTY OF DAKOTA
Erin Laberee, Dakota County
Engineer (or successor)
14955 Galaxie Ave.
Apple Valley, MN 55124
Office: (952) 891-7100
Erin.Laberee@co.dakota.mn.us

CITY OF INVER GROVE
HEIGHTS
Brian Connolly (or successor)
Public Works Director
8150 Barbara Ave.
Inver Grove Heights, MN 55077
Office: (651) 450-2571
bconnolly@ighmn.gov

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials.

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

[title]

By _____
Brenda Dietrich, Mayor

Approved as to Form

(SEAL)

By _____
City Attorney

Date _____

By _____
Rebecca Kiernan, City Clerk

Date: August 12, 2024

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

County Engineer

By: _____
Physical Development Director

Date: _____

APPROVED AS TO FORM:

/s/ Brian J. Wisdorf 7/3/2024
Assistant County Attorney Date
KS-24-348

COUNTY BOARD RESOLUTION

No. 24-297 Date: June 4, 2024

CP 28-69 80th St E Trail Gap
Preliminary Estimate Cost Split (85/15 County/City)
Last Updated: 5/15/2024

Actual	
Estimate	

CP 28-69		Total (Estimated if not known)	Federal/State Share (RAISE, Direct, NPS, MnDOT IJJA)	Dakota County (85%)	City of IGH (85/15%)	Comments
Preliminary & Final Design (85/15)						
-SRF (Preliminary/Final Design)		\$ 126,550	\$ 126,550	\$ -	\$ -	
-Public Engagement Mailing/Advertisement		\$ 1,500	\$ 1,500	\$ -	\$ -	
Design Totals		\$ 128,050	\$ 128,050	\$ -	\$ -	Federal - Direct & NPS funding eligible
Right of Way						
		\$ 50,000	\$ 50,000	\$ -		Potential easement acquisition costs
Right of Way Totals		\$ 50,000	\$ 50,000	\$ -	\$ -	Federal - Direct & NPS funding eligible
Construction						
Construction Estimate - 80th St E Trail Gap		\$ 1,101,486	\$ 1,101,486	\$ (0)	\$ (0)	RAISE funding for 80th St E Trail Gap (Unity Trail)
Construction Totals		\$ 1,101,486	\$ 1,101,486	\$ (0)	\$ (0)	
Dakota County Labor Costs (85/15)						
County Eng/Admin - DESIGN (15%)		\$ 18,983	\$ 18,983			
County Eng/Admin - CONST. (5%)		\$ 55,074	\$ 55,074			
DC Labor Totals		\$ 74,057	\$ 74,057	\$ -	\$ -	Federal - Direct & NPS funding eligible
COLUMN TOTALS		\$ 1,353,593	\$ 1,353,593	\$ (0)	\$ (0)	

Project Costs - Total	\$ 1,353,593
Federal Cost	\$ 1,353,593
60% Estimate - LOCAL COSTS - TOTAL	\$ -
60% Estimate - Dakota County Total	\$ -

**BOARD OF COUNTY COMMISSIONERS
DAKOTA COUNTY, MINNESOTA**

June 4, 2024

Motion by Commissioner Hamann-Roland

Resolution No. 24-297

Second by Commissioner Slavik

Authorization To Execute Joint Powers Agreement With City Of Inver Grove Heights For 80th Street East Trail Gap, County Project 28-69

WHEREAS, to provide a safe and efficient transportation system, Dakota County and the City of Inver Grove Heights are partnering on County Project (CP) 28-69 for design, right of way, construction, and cost participation; and

WHEREAS, County Project 28-69 is the construction of a multi-use trail project along County State Aid Highway (CSAH) 28 (80th Street East) from Cahill Avenue to CSAH 56 (Concord Boulevard) in the City of Inver Grove Heights; and

WHEREAS, under Minn. Stat § 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, staff recommends entering a joint powers agreement with the City to define design, right of way acquisition, construction, maintenance responsibilities, and cost share for the trail gap project; and

WHEREAS, costs for the multiuse trail for CP 28-69 will be shared 85 percent County and 15 percent City after application of Federal and State funding in accordance with adopted County policy; and

WHEREAS, the 2024 Transportation Capital Improvement Program Budget includes sufficient funds for the Project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement between Dakota County and the City of Inver Grove Heights for the design and construction of County Project 28-69.

STATE OF MINNESOTA
County of Dakota

	YES		NO
Slavik	<u> X </u>	Slavik	<u> </u>
Atkins	<u> X </u>	Atkins	<u> </u>
Halverson	<u> X </u>	Halverson	<u> </u>
Droste	<u> X </u>	Droste	<u> </u>
Workman	<u> X </u>	Workman	<u> </u>
Holberg	<u> X </u>	Holberg	<u> </u>
Hamann-Roland	<u> X </u>	Hamann-Roland	<u> </u>

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 4th day of June 2024, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 4th day of June 2024.



Clerk to the Board



Request for Council Action

SUBJECT: **Award Contract and Adopt Budget Resolution for Reconditioning of Well No. 9 (City Project No. 2024-22)**

MEETING DATE: August 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Eric Kramer, Utility Superintendent, 651.450.2565

ACTION REQUESTED

The Council is asked to accept a quote from Keys Well Drilling Company and enter into a contract for the reconditioning of Well No. 9 (City Project 2024-22) and to adopt the attached Resolution approving the project budget.

BACKGROUND

Well No. 9 is located at 7302 Babcock Trail. It was constructed in 2008 and is in the Jordan Sandstone formation. The well is a submersible pump set at 300 feet, and was last reconditioned in 2017. The Utility Division coordinates the reconditioning of pumps on a rotating schedule of 5–7 years, or after 1,000,000,000 gallons. Well No. 9 has pumped 950,000,000 gallons since 2019 and is in its seventh year on the service schedule.

On July 3 of this year, Well No. 9 triggered an operational alarm and was taken offline. Upon pulling the well pump, it was determined that the check valve failed. The City's adopted CIP calls for Well No. 9 to be fully reconditioned in 2025. Rather than repair the check valve now and then perform the pump reconditioning in 2025, staff recommends proceeding with the full pump reconditioning at this time.

The Utilities Division has solicited and received three quotes for the reconditioning of Well Pump No. 9:

Contractor	Quote Received
Keys Well Drilling Company	\$71,740.00
Bergerson-Caswell	\$98,762.00
E.H. Renner & Sons	\$106,050.00

FISCAL IMPACT

This well pump rehabilitation is not in the current 2024 Water Capital Budget, as its rehabilitation is scheduled for 2025. As noted above, staff recommends advancing the rehabilitation to the present time, since the well pump has already been pulled for inspection. A contingency of up to \$30,000 is proposed in the event that the well pump cannot be rehabilitated, and requires replacement. This value is based on past well rehabilitation efforts and costs for pump replacements when compared to

rehabilitation needs. This will not be known until the pump can be fully disassembled, and as such, is why such a large contingency (42%) is recommended.

Approximately \$1,000,000 was budgeted in 2024 for capital improvements in the City's Water Capital Fund (Fund 511), of which approximately \$470,000 in expenditures has been approved through current capital projects. Of the remaining \$530,000, approximately \$30,000 is earmarked for capital costs that have not yet been contracted. As such, the remaining \$500,000 in savings is sufficiently adequate to cover the proposed budget of \$101,740 to advance the Well No. 9 reconditioning in 2024 through the Water Capital Fund (Fund 511).

RECOMMENDATION

Staff recommends that Council accept the quote and enter into the attached contract with Key Well Drilling in the amount of \$71,740.00 for the reconditioning of Well No. 9, and adopt the attached Resolution setting the budget for City Project No. 2024-22.

ATTACHMENTS

1. Resolution Approving Budget - 2024-22
2. Contract - City Project 2024-22 - Well #9

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

RESOLUTION NO. 2024-148

**RESOLUTION APPROVING THE BUDGET FOR CITY PROJECT NO. 2024-22 –
WELL #9 PUMP REPLACEMENT**

WHEREAS, the City Council has considered City Project No. 2024-22 providing for the replacement of the well pump in City Well #9; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE INVER GROVE HEIGHTS CITY COUNCIL, that the following budget is hereby adopted for City Project No. 2024-22:

PROJECT COSTS	2024-22
Construction Bid	\$71,740.00
Construction Contingency	\$30,000.00
TOTAL	\$101,740.00

FUNDING SOURCES	2024-22
Water Capital Fund (Fund 511)	\$101,740.00
TOTAL	\$101,740.00

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

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12th day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

AGREEMENT FOR SERVICES
CITY OF INVER GROVE HEIGHTS

Well #9 Reconditioning
City Project No. 2024-22

THIS AGREEMENT ("Agreement") is made and executed this 25th day of July, 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation and Keys Well Drilling, a corporation organized and existing under the laws of the State of Minnesota.

WHEREAS, the City has accepted the proposal of the Contractor for certain Services; and

WHEREAS, Contractor desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS. The City agrees to engage Contractor as an independent contractor for the purposes of performing certain services ("Services") as defined in the following documents, which shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement
- B. Quote dated July 18th, 2024 attached as **Exhibit A** and incorporated herein by reference.

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

2. OBLIGATIONS OF THE CONTRACTOR. Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents and in compliance with all federal, state and local laws. Contractor represents that it has the requisite skill, training, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. This contract may be terminated by the City at any time upon discovery by the City that the Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn. Stat. § 16C.285, Subdivision 3, the Responsible Contractor statute.

3. OBLIGATIONS OF THE CITY. The City shall pay the Contractor the sum of **\$71,740.00** inclusive of sales tax for successful completion of the Services. The Services shall be split into two parts:

- a. **\$20,410.00** for labor associated with pump removal, inspection, installation, and reinstallation with up to 20' of 10" drop pipe and two 10" Flomatic DI Check Valves.
- b. Up to **\$51,330** for rebuilding the existing pump and motor, based on the detailed estimate provided for in Exhibit A.

The Contractor shall submit itemized bills for Services provided to the City on a monthly basis. When the obligations of the Contractor have been fulfilled, inspected, and accepted, the City will pay the Contractor. Such payment shall be made not later than thirty (30) days after completion, certification thereof, and invoicing by the Contractor. Bills submitted shall be paid in the same manner as other claims made to the City. Any changes in the scope of Services that may result in an increase to the compensation due to the Contractor shall require prior written approval by the Authorized Representative of the City or the City Council. The City will not pay additional compensation for Services that do not have prior written authorization. Prior to payment by the City, Contractor shall submit evidence that all payrolls, material bills, subcontractors, and other indebtedness connected with the Services have been paid as required by the City.

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

5. TIME OF PERFORMANCE. The Contractor shall complete the Services on or before December 31st, 2024. If the obligations are not complete within said time period or date, the Contractor agrees to pay \$400 (or other amount) per day not as penalty but as liquidated damages until its obligations are complete.

6. PROMPT PAYMENT TO SUBCONTRACTORS.

- A. Pursuant to Minnesota Statute §471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½ %) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
- B. Minn. Stat. § 290.92 requires that the City obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This

form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

7. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.

8. RESPONSIBLE CONTRACTOR.

- A. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a "responsible contractor" as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City's request.
- B. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a "responsible contractor" and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.
- C. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

9. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.

10. INSURANCE REQUIREMENTS. Contractor shall obtain the following minimum insurance coverage by a single policy or a combination of policies (including umbrella policies) and maintain the required coverage at all times throughout the life of the Agreement, with the City endorsed as an additional insured:

- A. General Liability. The Contractor shall maintain Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insureds.
- B. Workers Compensation Pursuant to Minnesota Statute §176.182 Contractor must provide acceptable evidence of compliance with the state Workers' Compensation insurance requirements for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance or acceptable evidence of compliance in accordance with the statutory requirements of the State of Minnesota. The Contractor shall provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident
- C. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.

The Additional Insured coverage must be primary and non-contributory. Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to City on an annual basis during the aforementioned period; or if any reason Contractor's work ceases before final payment, for a minimum period of three (3) years from the date Contractor ceases work.

Property Damage Liability Insurance shall include coverage for the following hazards: X (Explosion); C (Collapse); and U (Underground)

For any Agreement involving the repair, maintenance or construction of property that involves the provision of equipment, supplies or materials to the City for projects greater than \$100,000, the Contractor shall obtain and maintain Builder's Risk insurance in an amount not less than the project or contract cost.

Prior to commencing the Services, Contractor shall submit a Certificate of Insurance to the City showing proof the above required coverages are in full force and effect. The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium. The City shall be named as an additional insured on the Commercial General Liability Insurance Policy. The City retains the right to revise the insurance requirements depending on the size and risk of the project.

The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement.

11. PERMITS AND LICENSES; RIGHTS-OF-WAY AND EASEMENTS. The Contractor shall procure all permits and licenses, pay all charges and fees therefore, and give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction resulting from the City's not timely obtaining rights-of-way or easements.

12. TERMINATION.

- A. Termination for Convenience. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
- B. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

- C. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:
- i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
 - ii. Perform the Services, in which case, the Contractor shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.
- The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.
- D. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.

13. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

14. CITY'S REPRESENTATIVE. The City has designated Eric Kramer to act as the City's Authorized Representative with respect to the Services to be performed under this Agreement. The City's Authorized Representative shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

15. DATA PRACTICES/RECORDS. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy. Pursuant to Minn. Stat. Section 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices that are relevant to this Agreement, are subject to examination by the

City and either the Legislative Auditor or the State Auditor for a minimum of six years from the end of this Agreement.

16. NONDISCRIMINATION. Contractor agrees that in its hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law. Contractor further agrees to comply with the nondiscrimination provisions of Minnesota Statutes, Section 181.59.

17. WARRANTY. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice will pass to City no later than the Completion Date. Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to City, correct such defect.

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

19. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077
Attention: Eric Kramer

Or e-mailed: Ekramer@ingmn.gov

If to Contractor: Keys Well Drilling
1156 Homer St.
St. Paul, MN 55116

Or emailed: dougkeys@keyswell.com

20. WAIVER. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

21. GOVERNING LAW. The laws of the State of Minnesota govern the interpretation of this Agreement and any action must be venued in Dakota County District Court.

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

23. AMENDMENTS. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

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

CITY OF INVER GROVE HEIGHTS

Keys Well Drilling

BY: _____
Brenda Dietrich
Its: Mayor

BY: *Douglas L. Keys*
Its: Vice President

BY: _____
Rebecca Kiernan
Its: City Clerk

EXHIBIT A**Keys Well Drilling Company****Quotation**

1156 Homer Street, St. Paul, MN 55116-3232
 651-646-7871 Fax 651-641-0216

To: City of Inver Grove Heights
 8168 Barbara Ave
 Inver grove Heights, MN 55077

Date of July 18, 2024
 Attention: Eric Kramer
 Project: well pump #9
 Location: 7302 Babcock Tr

We are pleased to quote you as follows:

Estimate to remove pump, inspect, replace (2) 10" check valves,(1) 10" pipe, and reinstall well pump #9.

Labor:	Unit	Est Qty	Price	Total
Pull & Install Pump	LS	1	\$ 10,000.00	\$ 10,000.00
Shop time	HR	8	\$ 120.00	\$ 960.00

Materials:				
10" x 20' T&C Drop Pipe	EA	1	\$ 2,100.00	\$ 2,100.00
10" Flowmatic DI Check Valve	EA	2	\$ 3,675.00	<u>\$ 7,350.00</u>

Estimated Cost **\$ 20,410.00**

(rebuild pump and motor)

10" x 21' T&C Drop Pipe	EA	10	\$ 2,100.00	\$ 21,000.00
Brz Bowl Bearings	EA	7	\$ 350.00	\$ 2,450.00
Brz Bowl Impeller Wear Rings	EA	5	\$ 500.00	\$ 2,500.00
SS Bowl Shaft	EA	1	\$ 750.00	\$ 750.00
Addition Shop Time (sandblast, paint, assemble)	HR	24	\$ 120.00	\$ 2,880.00
Machine Shop	HR	8	\$ 125.00	\$ 1,000.00
2009 150hp Hitachi Sub Motor (send in and rebuild)	LS	1	\$ 20,000.00	\$ 20,000.00
250 MCM Pump Cable (megs out good)	FT	310	\$ 63.00	
1" PVC Tubing	FT	300	\$ 2.50	<u>\$ 750.00</u>

Total Est Cost-Complete Rebuild **\$ 71,740.00**

*motor repair is an estimate- typically 6 weeks for rebuild

This is only an estimate. Final cost will be determined by actual quantities used.

Thank you for giving us the opportunity of quoting you. If you have any questions, please give me a call

Terms: N-30

Quotation valid for 60 days

Quoted By

Douglas L. Keys

Accepted _____

Date _____



Request for Council Action

SUBJECT: **Resolution Approving Budget for Reconditioning of Well No. 5 (City Project Nos. 2024-04 & 2024-05)**

MEETING DATE: August 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Eric Kramer, Utility Superintendent, 651.450.2565

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the budget for the reconditioning of Well No. 5 (City Project Nos. 2024-04 & 2024-05).

BACKGROUND

On February 12, 2024, the City Council approved a contract with Keys Well Drilling Company for the reconditioning of the well pump for Well No. 5 (City Project No. 2024-04). The contract was approved for the amount of \$43,595. Upon pulling the well pump, it was determined that the existing pump would require more substantial rehabilitation than originally planned, as several mechanical components and most of the well column pipe would require replacement before putting the pump back into service. Since Well No. 5 is the City's most productive well, and has been relied upon heavily in the past 18 months as the City's lowest radium-concentration well, the Utility Superintendent and Public Works Director authorized additional costs for pump replacement at Well No. 5 in the amount of \$26,560.

Utility staff also solicited quotes for the completion of a variable frequency drive (VFD) upgrade at Well #5, and the Public Works Director approved a contract in the amount of \$21,976 for this work in late-February, 2024. This work is being performed under a separate project (City Project No. 2024-05), but was identified as part of the overall Well #5 rehabilitation budget cost of \$130,000 for 2024. The VFD work is not tied to the added rehabilitation costs for the well pump, and is not impacted by the change in cost or scope of that work.

To ensure clarity in the budget approval process, and to begin the process of closing out these project contracts, this Council item seeks formally approval of the project budget for City Project Nos. 2024-04 with a revised total construction cost of \$70,155, and the project budget for City Project No. 2024-05, with a construction cost of \$21,976.

FISCAL IMPACT

The 2024 budget for the Water Capital Fund (Fund 511) included \$130,000 for Well No. 5 rehabilitation was approved at \$130,000 (Resolution No. 2023-316), and included both the well pump rehabilitation and an upgrade to the variable frequency drive (VFD). The following table summarizes the total costs, which fall below the total budgeted costs for this work:

Item	Contract Cost
------	---------------

Well No. 5 Rehab (Project # 2024-04) - Original Contract	\$43,595
Well No. 5 Rehab (Project # 2024-04) - Added Cost	\$26,560
Well No. 5 VFD (Project # 2024-05)	\$21,976
TOTAL (Projects 2024-04 & 2024-05)	\$92,131

RECOMMENDATION

Staff recommends that Council approve the attached Resolution, approving the budget for the reconditioning of Well No. 5 (City Project No. 2024-04) and the variable frequency drive replacement (City Project No. 2024-05).

ATTACHMENTS

1. Resolution Approving Budget - 2024-04 & 2024-05 (2)

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

RESOLUTION NO. 2024-149

**RESOLUTION APPROVING THE BUDGETS FOR CITY PROJECT NO. 2024-04 – WELL #5 PUMP
REHABILITATION AND CITY PROJECT NO. 2024-05 – WELL #5 VARIABLE FREQUENCY DRIVE**

WHEREAS, the City Council has considered City Project No. 2024-04 providing for the rehabilitation of the well pump in City Well #5 and City Project No 2024-05 providing for the upgrade of the Well #5 variable frequency drive; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE INVER GROVE HEIGHTS CITY COUNCIL, that the following budget is hereby adopted for City Project Nos. 2024-04 and 2024-05:

PROJECT COSTS	2024-04	2024-05
Construction Contract	\$43,595.00	\$21,976.00
Contract Cost Changes	\$26,560.00	
TOTAL	\$70,155.00	\$21,976.00

FUNDING SOURCES	2024-04	2024-05
Water Capital Fund (Fund 511)	\$70,155.00	\$21,976.00
TOTAL	\$70,155.00	\$21,976.00

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12th day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **School Resource Officer Contract with ISD #199 for the 2024-25 School Year**

MEETING DATE: August 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing appropriate officials to enter into the attached agreement with Independent School District 199 for the School Resource Officer Program for the 2024-25 school year.

BACKGROUND

The IGH Police Department and Independent School District No. 199 ("District") wish to continue the School Resource Officer (SRO) Program which fosters an efficient and cohesive program to build positive relationships between police officers, school staff, and students; promotes a safe and positive learning environment; and decreases the number of youths formally referred to the juvenile justice system.

The previous agreement expired on June 30, 2024. The new agreement would run through June 30, 2025.

The SRO is primarily stationed at Simley High School, which is connected to the middle school. The SRO also visits each of the district's elementary schools approximately once per week or as needed.

FISCAL IMPACT

The agreement provides for the District to pay the City \$123,515 to cover the wage and benefit costs for an officer to be assigned to the SRO position for 40 hours per week, nine months of the year. The District also agrees to pay the City \$1,800 toward the costs of having a squad car available at the school, \$400 toward the costs of having computer-aided dispatch terminal software available at the school, and \$200 toward the costs of having a police computer available at the school.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. 2024 to 2025 SRO contract [final]
2. Resolution - SRO 2024-2025 Contract

THE CITY OF INVER GROVE HEIGHTS AND INDEPENDENT SCHOOL DISTRICT NO. 199
AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM
FOR THE 2024-2025 SCHOOL YEAR

This Agreement ("Agreement") is made and effective as of the 12th day of August 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City"), and Independent School District No. 199, a Minnesota public school corporation (hereafter referred to as "District"). Subject to the terms and conditions hereafter stated and based on the representations, covenants, and agreements herein contained, the parties do hereby agree as follows:

SECTION 1: PURPOSE

This Agreement establishes the role of the City in providing a police officer to serve as the School Resource Officer (hereinafter referred to as "SRO") who will assist the District with the implementation of its School Resource Officer Program, (hereafter referred to as the "SRO Program"), clarifies roles and expectations, and formalizes relationships between the City and District to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment, and decrease the number of youths formally referred to the juvenile justice system.

SECTION 2: MISSION

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe, and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers, and staff.

The School Resource Officer (hereafter referred to as "SRO") will:

- Establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities.
- Serve as positive role models to students to instill good moral standards, good judgment, and discretion, respect for other students, and a sincere concern for the school community. The role of the SRO is not to enforce school discipline or punish students.
- Provide information on community resources available to students and parents.

SECTION 3: GOALS OF THE SRO PROGRAM

The SRO Program goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community to promote overall student achievement and success.

The SRO Program goals include:

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To foster a positive school climate based on respect for all children and adults in the school.
3. To prevent and reduce potential harm related to incidents of school violence.
4. To monitor and update SRO Program procedures to align with this Agreement.

THE CITY OF INVER GROVE HEIGHTS AND INDEPENDENT SCHOOL DISTRICT NO. 199
AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM
FOR THE 2024-2025 SCHOOL YEAR

SECTION 4: AGREEMENT

4.1 OFFICER EMPLOYED BY CITY

The City shall employ and temporarily assign, in accordance with applicable state statutes, a licensed peace officer to serve as the SRO for the District. The SRO shall serve at the various District schools identified in Section 4.9. The assignment of the SRO office to a school shall be determined by the District.

The SRO shall be an employee of the City. The SRO shall not be considered an employee of the District for any purpose, including but not limited to salaries, wages, other compensation or benefits, worker's compensation, unemployment, PERA, Social Security, withholding, liability insurance, personnel records, termination of employment, individual contracts, or other contractual rights.

The type, scope, and manner of law enforcement services rendered to the District shall be at the sole direction of the City.

Nothing in this Agreement shall be deemed to require the City to provide the SRO or any police officer at any District school for pedestrian or traffic enforcement on a regular basis.

For the use of the SRO, the District will reimburse the City as stated in paragraph 4.12 of this Agreement.

4.2 HOLD HARMLESS

Each party shall be solely responsible and liable for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives. Subject to the maximum liability limits provided by Minnesota Statute, Chapter 466, and to the extent allowed by law, each party shall indemnify, defend and hold harmless the other from any and all claims, judgments demands, actions, suits, proceedings, losses, costs, expenses, obligations, liability, damages, fees, recoveries, and deficiencies, including interest, penalties, and attorneys' fees, of any kind and nature, arising from and/or pertaining to the act(s) and/or omission(s) of its own corporation, officers, employees, agents and representatives arising that either party incurs or suffers arising out of, resulting from, or relating to the performance of this Agreement. , This indemnity and waiver shall apply solely with respect to services provided pursuant to this Agreement. For liability purposes, no SRO who is assigned to provide services under this Agreement shall be considered to be an officer, employee, official, agent, or representative of the District.

Nothing contained herein shall be deemed a waiver by the City or District of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by a third party shall be subject to any governmental immunity defenses of the City and District and the maximum liability limits provided by Minnesota Statute, Chapter 466.

4.3 SELECTION AND ASSIGNMENT OF SRO

A selection committee, consisting of District designees and Police Department designees, will be established to interview and recommend the person to fill the position of SRO. The selection of such an officer shall be the decision of the Chief of Police or their designee, in consultation with the selection committee.

THE CITY OF INVER GROVE HEIGHTS AND INDEPENDENT SCHOOL DISTRICT NO. 199
AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM
FOR THE 2024-2025 SCHOOL YEAR

The continued assignment of the selected officer shall be at the discretion of the Chief of Police or their designee, in consultation with the District Superintendent.

Should the SRO resign, be reassigned, or be discharged, the selection committee shall interview and recommend a replacement.

4.4 PERFORMANCE AND DISCIPLINE RESPONSIBILITIES

Standards of performance, personnel policies, the discipline of the SRO, and other internal matters shall be under the authority of the City. The District may provide the City with a perspective on the performance of the School Resource Officer. The District shall immediately notify the City in writing of any purported deficient performance or purported inappropriate conduct by the SRO.

4.5 SRO DUTIES AND RESPONSIBILITIES

The SRO shall meet with their commanding officer and the District Superintendent or designee at mutually convenient times throughout the school year to review SRO duties and responsibilities. Duties may include but are not limited to:

Specific daily assignments to accomplish duties and responsibilities will vary by school. The SRO and a school principal or designee will meet regularly to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of a certified teacher.

4.6 DAILY SCHEDULE

The City shall determine the SRO's yearly shift. The SRO will be provided during the regular school year (approximately nine months), from the first day of school in the District in September of 2024 until the last day of the school year in June of 2025. The City shall have exclusive use of the employee assigned as the SRO for the non-school year period (approximately three months), from when school ends until school begins, based on the school calendar in effect at the time of execution of this Agreement.

During the regular school year, the schedule shall consist of an average of 40 hours per week, Monday through Friday, corresponding to the regular 8-hour duty day.

The SRO's daily schedule shall be developed cooperatively between the City and the District. The City and District agree the SRO's presence is essential for special events, and the District shall provide the City with a school special events calendar. The City and District shall cooperatively develop a special events schedule, including but not limited to athletic events, dances, or other school activities.

4.7 ABSENCES

During the school day, the SRO will be available for and may respond to emergency calls and other assistance required by the City and may attend police training and special duties as assigned by the City. The City is not responsible for providing a replacement during such absences, and the amount owed by the District under paragraph 4.12 is not reduced because of the absences. The City will use

THE CITY OF INVER GROVE HEIGHTS AND INDEPENDENT SCHOOL DISTRICT NO. 199
AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM
FOR THE 2024-2025 SCHOOL YEAR

reasonable efforts to schedule the officer's training and any assignments to special duties for days that are not regular school days.

From time to time, the SRO may be absent due to vacation, illness, personal leave days, holidays, and other authorized leaves under the employee's collective bargaining agreement. In the event of an absence, the SRO shall notify a District designee.

The City is not responsible for providing a replacement during such absences unless the SRO is on a leave of absence under the Minnesota Family Medical Leave Act or will otherwise be unable to serve as the SRO for a period over two (2) weeks. The amount owed by the District under paragraph 4.12 is not reduced because of the absences.

To the extent the collective bargaining agreement applicable to the employee allows, the City will use reasonable efforts to schedule vacation and authorized leaves (excluding absences for illness, personal leave days, and holidays) for days that are not regular school days. If such absences described in this paragraph are for more than five (5) consecutive regular school days, the City, after consultation with the District, will in good faith endeavor to make up the time lost above the five (5) consecutive absences or the City, will in good faith endeavor to provide an alternate SRO for the time above the five (5) consecutive absences.

4.8 OVERTIME

Hours worked more than the SRO's normally scheduled shift of eight (8) hours within a twenty-four (24) hour period shall be paid by the City according to the employees' collective bargaining agreement. A Police Department supervisor will approve such overtime. Approval shall be on a case-by-case basis, and general or blanket approvals will not be accepted.

Additional special event work hours requested by the District of the SRO shall be compensatory time only.

4.9 SERVICE LOCATIONS

During the school year, the SRO serves at the following District schools:

- Simley High School
- Inver Grove Heights Middle School
- Hilltop Elementary School
- Pine Bend Elementary School
- Salem Hills Elementary School
- Early Learning Center

4.10 CITY RESPONSIBILITIES

Without cost to the District, the City shall provide any required clothing, uniform equipment, training, vehicle maintenance, vehicle fuel, weapons, and supplies for the SRO to perform their official law enforcement duties.

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AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM
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4.11 DISTRICT RESPONSIBILITIES

Without cost to the City, the District shall provide the SRO with the following materials, and facilities which are deemed necessary for the performance of the SRO's duties:

1. Access to a properly lit private lockable office, which shall contain a telephone, internet access, and a printer, which may be used for general business purposes.
2. A location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, a worktable, a filing cabinet, and office supplies.
4. The opportunity for SROs to address teachers, school administrators, and student families about the SRO program, goals, and objectives.
5. The opportunity to provide input regarding criminal justice problems relating to students.
6. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
7. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct, and other related materials as deemed appropriate.
8. A school staff designee for referrals for counseling and other school-based and/or community-based support services for students and families.
9. Provide training to teachers, administrators, staff, and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

4.12 COST

For and in consideration of the City providing School Resource Officer services in accordance with the terms of this Agreement, the District shall pay the City the following amount:

1. The sum of \$123,515.00 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2024, and ending May 1, 2025.
2. The sum of \$1,800.00 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2024, and ending May 1, 2025.
 - a. This sum is to offset the cost to the City for vehicle replacement as a result of the use of police vehicles by the School Resource Officer while on District premises.
3. The sum of \$400 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2024, and ending May 1, 2025.
 - a. This sum is to offset the cost to the City for the use of the secure computer-aided dispatch terminal software by the School Resource Officer while on District premises.
4. The sum of \$200 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2024, and ending May 1, 2025.
 - a. This sum is to offset the cost to the City for computer replacement specifically as a result of the use of the police computer specifically used by the School Resource Officer while on District premises.

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The parties agree that special events not covered by the SRO shall be referred to the current off-duty rates as outlined in the City's fee schedule.

The City shall pay all employee-related expenses for the non-school year period (approximately three months), from when school ends until school begins.

4.13 PRIVACY OF PUPIL RECORDS

Pursuant to the District's Protection and Privacy of Pupil Records Policy (Policy) and consistent with the requirements of the Family Educational Rights and Privacy Act (Privacy Act) and the Minnesota Government Data Practices Act (Data Practices Act), the School Resource Officer for purposes of the Policy, the Privacy Act and the Data Practices Act shall be deemed to be a school official when performing the duties and responsibilities of the School Resource Officer. As such, the City certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the School Resource Officer must comply with the Privacy Act and the Data Practices Act.

SECTION 5: TERM OF AGREEMENT

5.1 TERM OF AGREEMENT

Subject to termination as outlined in paragraph 5.2, this Agreement shall remain in effect from August 2024 until the last day of June 2025, coinciding with the District's 2024-2025 school year as per the school calendar in effect at the time of executing this Agreement.

5.2 TERMINATION

Either party may terminate this Agreement upon one hundred eighty (180) days advance written notice of such termination. If the District terminates this Agreement before January 15, 2025, the District shall pay an amount equal to one-half of the fees that would otherwise be payable to the City during the term of this Agreement.

5.3 SUSPENSION

The Agreement may be suspended by the District for a period not to exceed ninety (90) days upon thirty (30) days written advance notice to the City of such suspension. If the District suspends this Agreement, the District shall pay a prorated amount equal to one-half of the fees that would otherwise be payable for the period of suspension.

5.4 FORCE MAJURE

The City reserves the right to suspend or terminate this Agreement and reassign the SRO in the event of natural or man-made disasters, civil unrest, terrorism, war, pandemic, or other similar unforeseen events for the duration of such an event. The District agrees that the City's failure to perform or delay in the performance of the City's specified duties in this Agreement will not constitute a breach of contract if the failure to perform or delay in the performance of the City's specified duties is due to or caused by an event of natural or man-made disaster, civil unrest, terrorism, war, pandemic, or any similar unforeseen event.

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AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM
FOR THE 2024-2025 SCHOOL YEAR

SECTION 6: MISCELLANEOUS

6.1 COMMUNICATION

Any notice, demand, or communication to the District shall be addressed to the Superintendent at:

Superintendent of Schools
Independent School District No. 199
2990 80th Street East
Inver Grove Heights, MN 55076-3232

Any notice, demand, or communication to the City shall be addressed to the Chief of Police at:

Chief of Police
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

6.2 SCOPE

It is agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may not be altered, changed, or amended except by an instrument in writing, signed by all parties.

6.3 BINDING AGREEMENT

The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the parties and the successors and assigns of the parties.

6.4 GOVERNING LAW

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

6.5 COUNTERPARTS

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

THE CITY OF INVER GROVE HEIGHTS AND INDEPENDENT SCHOOL DISTRICT NO. 199
AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM
FOR THE 2024-2025 SCHOOL YEAR

IN WITNESS WHEREOF, District and City have executed this Agreement effective as of the day and year first stated above. This Agreement shall not become effective unless and until it is approved by the City Council and the School Board and is signed by the representatives listed below.

CITY OF INVER GROVE HEIGHTS

By:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

INDEPENDENT SCHOOL DISTRICT #199

By:

Carrie Lounsberry, School Board Chair

ATTEST:

Sarah Larsen, School Board Clerk

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

**RESOLUTION APPROVING AGREEMENT BETWEEN
THE CITY OF INVER GROVE HEIGHTS AND INDEPENDENT SCHOOL DISTRICT
NO. 199 FOR THE SCHOOL RESOURCE OFFICER PROGRAM FOR THE 2024-2025
SCHOOL YEAR**

RESOLUTION NO. 2024-150

WHEREAS, The City of Inver Grove Heights ("City") and Independent School District No. 199 ("District") will continue the School Resource Officer Program which fosters an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment, and decrease the number of youths formally referred to the juvenile justice system; and

WHEREAS, District schools are located within the city limits of the City of Inver Grove Heights; and

WHEREAS, the City and District desire to have a School Resource Officer assigned to the District schools for the **2024-2025** school year, as a liaison between the District and the City; and

WHEREAS, the District will reimburse the City for the assignment of a School Resource Officer for the **2024-2025** school year.

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

1. The City Council hereby approves the attached Agreement for the School Resource Officer Program between Independent School District No. 199 and the City of Inver Grove Heights for the **2024-2025** school year.
2. The City Council hereby authorizes the mayor to enter into the attached Agreement for the School Resource Officer Program between Independent School District No. 199 and the City of Inver Grove Heights for the **2024-2025** school year.

Adopted by the City Council of Inver Grove Heights this 12th day of August 2024.

Ayes:

Nays:

Brenda Dietrich, Mayor

Attest:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Accepting Donation from River Heights Marina**

MEETING DATE: August 12, 2024
ITEM TYPE: Consent Agenda
CONTACT: Judy Thill, Fire Chief, 651.450.2495

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, accepting the donation from River Heights Marina for use of a boat slip on the Mississippi River for one year for use by the Fire Department boat.

BACKGROUND

In early 2021, the Inver Grove Heights Fire Department (IGH FD) acquired a boat that is now used for rescue and fire suppression. Since that time, during non-freezing months, the boat has been docked at River Heights Marina so it is available to be accessed quickly for any emergency on the Mississippi River. In past years, River Heights Marina has been gracious in donating a boat slip to the IGH FD to stage the boat, and they would like to do that again this year. The dollar value of this donation is \$2,700.

This donation from River Heights Marina is much appreciated and allows the Fire Department to save valuable time by having a boat on the river, ready to respond.

FISCAL IMPACT

None

RECOMMENDATION

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

ATTACHMENTS

1. Resolution Accepting Donation Boat Slip from River Heights Marina 2024

RESOLUTION NO. 2024-151

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

A RESOLUTION AUTHORIZING AND ACCEPTING DONATION

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 residents donate money and goods to the City, which are to be used for supporting the Fire Department; and

WHEREAS, such a donation has been given 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 that the Inver Grove Heights City Council does hereby accept the donation from River Heights Marina for the use of one boat slip for the IGH Fire/Rescue boat for the 2024 boating season.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12th day of August, 2024.

INVER GROVE HEIGHTS

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Transferring Pavement Management Funds to Parks Capital Replacement Fund**

MEETING DATE: August 12, 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 the transfer of \$450,000 from the Pavement Management Fund (Fund 440) to the Parks Capital Replacement Fund (Fund 401) for the ongoing maintenance and repair of parking lots and trails located in City parks.

BACKGROUND

In past years, parking lot and trail projects for the City's parks have been funded from the City's Pavement Management Fund - at an average annual cost of \$250,000. This has led to some confusion when projects overlap years or are part of larger park renovation projects as those projects are managed and reported upon within one of the City's Park Capital funds.

At the July 15, 2024 work session, staff proposed that beginning with the 2025 budget, this Parks' parking lot and trail funding be directly transferred from the General Fund to the Parks Capital Replacement Fund; and, that the Pavement Management levy be reduced by \$250,000 to reflect the transfer of that cost to the General Fund. The Council appeared supportive of that change as it provides additional transparency to how the City pays for capital projects related to the repair and maintenance of existing City parks.

The only outstanding item to address with this change has to do with the dollars currently residing in the Pavement Management Fund that were earmarked for Parks parking lot and trail projects - there is currently \$450,000 in the Pavement Management Fund that was allotted for Parks parking lots and trails (\$250,000 from the 2023 allocation and \$200,000 from the 2024 allocation). Although the funds have not yet been committed to a specific project, they are still necessary for the City to complete much needed repairs on the parking lots and trails within the City's parks system. The latest 5-year Capital Improvement Plan (CIP) draft for Parks shows parking lot and trails needs of \$1.45 million over the next five years, with the largest project being the parking lot at Rich Valley Park.

FISCAL IMPACT

There is no net fiscal impact - this transfer is recommended to better align how financial resources are saved, and then utilized, on Parks' parking lots and trail projects.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving the transfer of \$450,000 from the Pavement Management Fund to the Parks Capital Replacement Fund for the ongoing maintenance and repair of Parks' parking lots and trails.

ATTACHMENTS

1. Resolution Approving Transfer

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

RESOLUTION NO. 2024-152

**RESOLUTION APPROVING THE TRANSFER OF \$450,000 FROM THE PAVEMENT
MANAGEMENT FUND TO THE PARKS CAPITAL REPLACEMENT FUND**

WHEREAS, historically, the City has paid for parking lot and trail improvements for its parks system out of the Pavement Management Fund, and;

WHEREAS, staff have proposed that beginning with the 2025 budget that funding be directly transferred from the General Fund to the Parks Capital Replacement Fund to provide additional transparency to how the City funds these improvements, and;

WHEREAS, there remains a balance of \$450,000 in the Pavement Management Fund from 2023 and 2024 allocations for Parks' parking lot and trail projects, and;

WHEREAS, staff recommendation is to transfer this balance to the Parks Capital Replacement Fund to be used on future Parks' parking lot and trail projects;

NOW, THEREFORE BE IT RESOLVED, BY CITY OF INVER GROVE HEIGHTS: that, the City Council of the City of Inver Grove Heights approves the transfer of \$450,000 from the Pavement Management Fund (Fund 440) to the Parks Capital Replacement Fund (Fund 401).

Adopted this 12th day of August 2024 by the City Council of Inver Grove Heights, MN

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Accepting Minnesota Public Facilities Authority (PFA) Loan for the Water Treatment Plant Rehabilitation Project**

MEETING DATE: August 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, accepting the offer of the Minnesota Public Facilities Authority (PFA) to purchase a \$2,165,171 General Obligation Water Revenue Note, Series 2024, providing for its issuance and authorizing execution of a bond purchase and project loan agreement for the note.

BACKGROUND

At its May 13, 2024 meeting, the Council ordered City Project 2023-03, rehabilitation of the Water Treatment Plant, and adopted a budget which included the use of \$2.5 million of the City's American Rescue Plan Act (ARPA) funds and \$2,165,171 from a Drinking Water Revolving Fund (DWRF) Loan provided by the Minnesota Public Facilities Authority (PFA).

Following that action, staff completed and submitted initial application materials to the PFA, including Council's formal approval of that application via a Resolution adopted June 10, 2024.

The PFA has reached out and provided the City with the final steps in order to close the loan. The attached Resolution, prepared by the City's bond counsel, authorizes the PFA and City representatives to finalize this loan.

Key information regarding the loan terms:

- The loan amount is \$2,165,171.
- The interest rate is 2.155% - interest will be paid semi-annually in February & August of each year.
- The term of the loan is 20 years. Principal payments will be made in years 2025 through 2044, in August of each year.

FISCAL IMPACT

The loan agreement commits the City's future water revenues towards the repayment of the loan; and further pledges the City's full faith, credit and taxing powers to covering these payments should water revenues fall short.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, accepting the offer of the Minnesota Public Facilities Authority (PFA) to purchase a \$2,165,171 General Obligation Water Revenue Note, Series 2024, providing for its issuance and authorizing execution of a bond purchase and project loan agreement for the note.

ATTACHMENTS

1. Resolution-MN PFA Loan

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF INVER GROVE HEIGHTS, MINNESOTA

HELD: August 12, 2024

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Inver Grove Heights, Dakota County, Minnesota, was duly held at the City Hall on August 12, 2024, at 6:00 o'clock P.M., for the purpose in part of awarding the sale of a \$2,165,171 General Obligation Water Revenue Note, Series 2024.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

Resolution No 2024-153

RESOLUTION ACCEPTING THE OFFER OF THE MINNESOTA PUBLIC
FACILITIES AUTHORITY TO PURCHASE A \$2,165,171 GENERAL
OBLIGATION WATER REVENUE NOTE, SERIES 2024, PROVIDING FOR
ITS ISSUANCE AND AUTHORIZING EXECUTION OF A BOND PURCHASE
AND PROJECT LOAN AGREEMENT FOR THE NOTE

A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota (the "City"), has heretofore applied for a loan from the Minnesota Public Facilities Authority (the "PFA") to provide financing pursuant to Minnesota Statutes, Chapters 444 and 475, for improvements to the City's municipal water system including without limitation the rehabilitation of the drinking water treatment plant (the "Water System") as further described and detailed in the MN Department of Health's certification dated June 13, 2024 and in the City's application to the PFA (the "Project"); and

B. WHEREAS, the PFA is authorized pursuant to Minnesota Statutes, Chapter 446A, as amended, to issue its bonds (the "PFA Bonds") and to use the proceeds thereof, together with certain other funds, to provide loans and other assistance to municipalities to fund eligible costs of construction of publicly owned drinking water systems in accordance with the federal Safe Drinking Water Act; and

C. WHEREAS; the City has applied for a loan from the PFA pursuant to such program and the PFA has committed to make a loan to the City in the principal amount of \$2,165,171, to be disbursed and repaid in accordance with the terms of a Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement dated July 2, 2024 (the "Project Loan Agreement")

to be executed by the PFA and the City, a draft copy of which has been presented to the Council and is on file with the City Clerk; and

D. WHEREAS, the \$2,165,171 General Obligation Water Revenue Note, Series 2024 (the “Note”) of the City is tax-exempt, and in addition the City will covenant to take no action to impair the tax-exemption of the PFA Bonds; and

E. WHEREAS, in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(4), the City is authorized to issue obligations to a board, department or agency of the State of Minnesota by negotiation and without advertisement for bids and the PFA is, and has represented that it is, a board, department or agency of the State of Minnesota; and

F. WHEREAS, a contract or contracts for the Project have been made by the City with the approval of the PFA and all other state and federal agencies of which approval is required:

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

1. Acceptance of Offer; Payment. The offer of the PFA to purchase the Note at the rate of interest hereinafter set forth, and to pay therefor the sum of \$2,165,171 as provided below, is hereby accepted, and the sale of the Note is hereby awarded to the PFA. Payment for the Note by the PFA shall be made in installments as eligible costs of the Project are reimbursed or paid, all as provided in the Project Loan Agreement.

2. Title; Date; Denomination; Interest Rates; Maturities. The Note shall be a fully registered negotiable obligation, shall be titled the “General Obligation Water Revenue Note, Series 2024”, shall be dated as of the date of delivery and shall be issued forthwith. The Note shall be in the principal amount of \$2,165,171, or so much thereof as shall be disbursed pursuant to the Project Loan Agreement, shall bear interest on so much of the principal amount of the Note as may be disbursed and remains unpaid until the principal amount of the Note has been paid or has been provided for, at the rate of 2.155% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Note is payable semi-annually on February 20 and August 20, commencing August 20, 2025 and interest starts accruing as of the date of the initial disbursement. In accordance with Minnesota Statutes, Section 475.54, Subd. 17, principal on the Note shall mature on August 20 of the years and in the installments as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$ 36,171	2035	\$111,000
2026	92,000	2036	114,000
2027	94,000	2037	116,000
2028	96,000	2038	119,000
2029	98,000	2039	121,000
2030	100,000	2040	124,000
2031	102,000	2041	126,000
2032	104,000	2042	129,000
2033	107,000	2043	132,000
2034	109,000	2044	135,000

Interest shall accrue only on the aggregate principal amount of the Note which has been disbursed and is unpaid under the Project Loan Agreement. The principal installments shall be paid in the amounts scheduled above even if at the time of payment the full principal amount of the Note has not been disbursed; provided that if the full principal amount of the Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide similarly level annual installments of total debt service payments). Principal, interest and any premium due under the Note will be paid on each payment date by wire payment, or by check or draft mailed at least five business days prior to the payment date to the person in whose name the Note is registered, in any coin or currency of the United States which at the time of payment is legal tender for public and private debts.

Interest on the Note includes amounts treated by the PFA as service fees.

3. Purpose; Cost. The proceeds of the Note shall provide funds to finance construction of the Project. The total cost of the construction of the Project, including legal and other professional charges, publication and printing costs, interest accruing on money borrowed for the Project before the collection of net revenues pledged and appropriated therefor, and all other costs necessarily incurred and to be incurred from the inception to the completion of the Project, is estimated to be at least equal to the amount of the Note. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Redemption. This Note is subject to redemption with the consent of the PFA, in whole or in part on such dates and at such prices and upon such other terms as are specified in the Project Loan Agreement, including, but not limited to, acceleration or payment of increased interest as provided in Section 9.2 of the Project Loan Agreement.

5. Registration of Note. At the time of issuance and delivery of the Note, the City Clerk shall register the Note in the name of the payee in a note register which the City Clerk and his or her successors in office shall maintain for the purpose of registering the ownership of the Note. The Note shall be prepared for execution with an appropriate text and spaces for notation of registration. The force and effect of such registration shall be as stated in the form of Note hereinafter set forth. Payment of principal installments and interest, whether upon redemption or otherwise, made with respect to the Note, may be made to the registered holder thereof or to the registered holder's legal representative, without presentation or surrender of the Note.

6. Form of Note. The Note, together with the Certificate of Registration attached thereto, shall be in substantially the form attached hereto as **Exhibit A**.

7. Execution. The Note shall be executed on behalf of the City by the signatures of its Mayor and City Clerk and be sealed with the seal of the City; provided, however, that the seal of the City may be intentionally omitted as permitted by law. In the event of disability or resignation or other absence of either such officer, the Note may be signed by the manual signature

of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

8. Delivery; Application of Proceeds. The Note when so prepared and executed shall be delivered by the City Clerk to the purchaser thereof prior to disbursements pursuant to the Project Loan Agreement, and the purchaser shall not be obliged to see to the proper application thereof.

9. Fund and Accounts. There has heretofore been created a separate fund in the City treasury designated the Water Fund (the "Fund"). The City Clerk and all municipal officials and employees concerned therewith shall establish and maintain financial records of the receipts and disbursements of the City's municipal water system (the "Water System") in accordance with this resolution. There shall be maintained in the Fund, in addition to any accounts heretofore created, the following accounts:

(a) The City will maintain a "PFA Construction Account", to which shall be credited all draws received on the Note. The draws under the Note shall be the only source of moneys credited to the PFA Construction Account. It is recognized that the sale proceeds of the Note are received in reimbursement for costs expended on the Project or in direct payment of such costs, and that accordingly the moneys need not be placed in the PFA Construction Account upon receipt but may be applied immediately to reimburse the source from which the expenditure was made. The moneys in the PFA Construction Account shall be used solely for the purpose of paying for the cost of constructing the Project, including all costs enumerated in Minnesota Statutes, Section 475.65, provided that such moneys shall only be expended for costs and expenses which are permitted under the Project Loan Agreement. The PFA prohibits the use of proceeds of the Note to reimburse costs initially paid from proceeds of other obligations of the City unless otherwise specifically approved. Upon completion of the Project and the payment of the costs thereof, any surplus shall be transferred to the PFA Debt Service Account.

(b) The City will maintain and operate an "Operation and Maintenance Account", into which shall be paid all gross revenues and earnings derived from the operation of the Water System, including all charges for the service, use and availability of and connection to the Water System, when collected, and all moneys received from the sale of any facilities or equipment of the Water System or any by-products thereof. From this account there shall be paid all the normal, reasonable and current costs of operating and maintaining the Water System. Current expenses include the reasonable and necessary costs of operating, maintaining and insuring the Water System, salaries, wages, costs of materials and supplies, necessary legal, engineering and auditing services, and all other items which, by sound accounting practices, constitute normal, reasonable and current costs of operating and maintenance, but excluding any allowance for depreciation, extraordinary repairs and payments into any debt service account. All moneys remaining in the Operation and Maintenance Account after paying or providing for the foregoing items constitute, and are referred to in this resolution as, "Net Revenues".

(c) A “PFA Debt Service Account”, to which shall be irrevocably appropriated, pledged and credited: (1) Net Revenues of the Water System in an amount sufficient, with other moneys, to pay the principal of, and interest on, the Note when due; (2) any collection of taxes which may hereafter be levied in the event the Net Revenues of the Water System herein pledged for the payment of the Note are insufficient therefor; (3) all investment earnings on moneys held in the PFA Debt Service Account; (4) any amounts transferred from the PFA Construction Account; and (5) any other moneys which are properly available and are appropriated by the City Council to the PFA Debt Service Account. The moneys in said account shall be used only to pay or prepay the principal of, and interest on, the Note and any other general obligation bonds hereafter issued and made payable from said account, and to pay any rebate due to the United States with respect to the PFA Bonds in connection with the Note.

(d) Excess net revenues may be used for any proper purpose.

No portion of the proceeds of the Note shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued, and (2) in addition to the above in an amount not greater than the lesser of 5% of the proceeds of the Note or \$100,000. To this effect, any proceeds of the Note or any sums from time to time held in the PFA Construction Account, Operation and Maintenance Account or PFA Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the Note) in excess of amounts which under then-applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable “temporary periods” or “minor portion” made available under the federal arbitrage regulations. In addition, moneys in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Note to be “federally guaranteed” within the meaning of Section 149(b) of the federal Internal Revenue Code of 1986, as amended (the “Code”).

The City shall observe the covenants of paragraphs 17, 18 and 19 of this resolution and of Article 3 of the Project Loan Agreement with regard to the Fund.

10. Coverage Test; Pledge of Net Revenues; Excess Net Revenues. It is hereby found, determined and declared that the Net Revenues of the City’s Water System are sufficient in amount to pay when due 105% of the principal of and interest on the Note and any other outstanding obligations payable from Net Revenues of the Water System when due, and the Net Revenues of the City’s Water System are hereby pledged to the payment of the Note, but solely to the extent required to meet, with any other pledged sources, 105% of the principal and interest requirements of the Note as the same become due.

Excess Net Revenues may be used for any proper purpose. Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the Net

Revenues of the Water System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that estimated net revenues of the Water System will be sufficient, in addition to all other sources, for the payment of the Note and such additional obligations, and any such pledge and appropriation of said net revenues may be made superior or subordinate to, or on a parity with, the pledge and appropriation herein.

11. Pledge to Produce Revenues. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the holder of the Note that it will impose and collect charges for the service, use and availability of and connection to the Water System at the times and in the amounts required to produce Net Revenues adequate to pay all principal and interest when due on the Note.

12. General Obligation Pledge. The full faith, credit and taxing powers of the City shall be, and are hereby, irrevocably pledged for the prompt and full payment of the principal and interest on the Note as the same respectively become due. If the Net Revenues of the Water System appropriated and pledged to the payment of principal and interest on the Note, together with other funds irrevocably appropriated to the PFA Debt Service Account shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount, an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as they become due. If the balance in the PFA Debt Service Account is ever insufficient to pay all principal and interest then due on the Note and any other obligations payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed, with or without interest, from the PFA Debt Service Account when a sufficient balance is available therein.

13. Certificate of Registration. The City Clerk is hereby directed to file a certified copy of this resolution with the Director of Property Taxation and Records of Dakota County, Minnesota (the "County Auditor"), together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Note has been entered in the County Auditor's Bond Register.

14. Project Loan Agreement. The Project Loan Agreement is hereby approved in substantially the form heretofore presented to the City Council, and in the form executed is hereby incorporated by reference and made a part of this resolution. Each and all of the provisions of this resolution relating to the Note are intended to be consistent with the provisions of the Project Loan Agreement, and to the extent that any provision in the Project Loan Agreement is in conflict with this resolution as it relates to the Note, that provision shall control and this resolution shall be deemed accordingly modified. The execution and delivery of the Project Loan Agreement by the Mayor and City Clerk is hereby authorized and ratified. The execution of the Project Loan Agreement by the appropriate officers shall be conclusive evidence of the approval of the Project Loan Agreement in accordance with the terms hereof. The Project Loan Agreement may be attached to the Note, and shall be attached to the Note if the holder of the Note is any person other than the PFA.

15. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the PFA, and to the attorneys approving the legality of the

issuance of the Note, certified copies of all proceedings and records of the City relating to the Note and to the financial condition and affairs of the City, and such other affidavits, certificates, and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates, and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

16. Negative Covenants as to Use of Proceeds and Project. The City hereby covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Note to be a “private activity bond” within the meaning of Sections 103 and 141 through 150 of the Code. The City reasonably expects that no actions will be taken over the term of the Note that would cause it to be a private activity bond, and the average term of the Note is not longer than reasonably necessary for the governmental purpose of the issue. The City hereby covenants not to use the proceeds of the Note in such a manner as to cause the Note to be a “hedge bond” within the meaning of Section 149(g) of the Code.

The City hereby covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangement for the cost of the Project, in such a manner as to cause the PFA Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code. The City reasonably expects that it will take no actions over the term of the Note that would cause the PFA Bonds to be private activity bonds, and the average term of the Note is not longer than reasonably necessary for its governmental purpose.

17. Tax-Exempt Status of the Note; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the PFA Bonds, and (c) the rebate of excess investment earnings to the United States if the Note (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceeds the small-issuer exception amount of \$5,000,000.

For purposes of qualifying for the exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that (a) the Note is issued by a governmental unit with general taxing powers, (b) the Note is not a private activity bond, (c) 95% or more of the net proceeds of the Note are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City), and (d) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities thereof, and all entities treated as one issuer with the City) during the calendar year in which the Note is issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

18. Tax-Exempt Status of the PFA Bonds; Rebate. The City shall comply with requirements necessary under the Code in order to not impair the exclusion from gross income

under Section 103 of the Code of the interest on the PFA Bonds, including without limitation (a) requirements relating to temporary periods for investments of the Note proceeds and sinking fund proceeds, (b) limitations on Note proceeds and sinking fund proceeds invested at a yield greater than the yield on the PFA Bonds, and (c) the rebate of excess investment earnings on the Note proceeds to the United States. The City covenants and agrees with the PFA and holders of the Note that the investments of proceeds of the Note, including the investment of any revenues pledged to the Note which are considered gross proceeds of the PFA Bonds under the applicable regulations, and accumulated sinking funds, if any, shall be limited as to amount and yield in such manner that the PFA Bonds shall not be arbitrage bonds within the meaning of Section 148 of the Code and any regulations thereunder. On the basis of the existing facts, estimates and circumstances, including the foregoing findings and covenants, the City hereby certifies that it is not expected that the proceeds of the Note will be used in such manner as to cause the PFA Bonds to be arbitrage bonds under Section 148 of the Code and any regulations thereunder. The Mayor and City Clerk shall furnish a certificate to the PFA based on the foregoing certification at the time of delivery of the Note to the PFA. The proceeds of the Note will not be used in such manner so that the Note is a private activity bond under Section 103(b) of the Code.

19. Designation of Qualified Tax-Exempt Obligation. In order to qualify the Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Note is issued after August 7, 1986;
- (b) the Note is not a “private activity bond” as defined in Section 141 of the Code;
- (c) the City hereby designates the Note as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2024 will not exceed \$10,000,000; and
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2024 have been designated for purposes of Section 265(b)(3) of the Code.

20. The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

21. Electronic Signatures. The electronic signature of the Mayor and/or the City Clerk to this resolution and to any agreement, certificate or other document authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign

or Adobe or a similarly digitally auditable signature gathering process; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

22. Compliance with Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City’s compliance with United States Treasury Regulations Section 1.150-2 (the “Reimbursement Regulations”) applicable to the “reimbursement proceeds” of the Note, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a “Reimbursement Expenditure”).

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City’s official intent (a “Declaration”) which effectively (i) states the City’s reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the “Project”); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) “preliminary expenditures” for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the “issue price” of the Note, and (ii) a de minimis amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Note.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Note or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The “reimbursement allocation” described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Note and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City’s use of Note proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Note is issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph 21 upon receipt of an opinion of its Bond Counsel for the Note stating in effect that such action will not impair the tax-exempt status of the Note.

22. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

23. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

FORM OF NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF INVER GROVE HEIGHTS

\$2,165,171 GENERAL OBLIGATION WATER REVENUE NOTE, SERIES 2024

Dated August 12th, 2024

The City of Inver Grove Heights, Dakota County, Minnesota (the “City”), certifies that it is indebted and for value received promises to pay to the Minnesota Public Facilities Authority or the registered assign, the principal sum of TWO MILLION ONE HUNDRED SIXTY-FIVE THOUSAND, ONE HUNDRED SEVENTY-ONE AND NO/100 DOLLARS, or so much thereof as may have been disbursed, on August 20 of the years and in the installments as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$ 36,171	2035	\$111,000
2026	92,000	2036	114,000
2027	94,000	2037	116,000
2028	96,000	2038	119,000
2029	98,000	2039	121,000
2030	100,000	2040	124,000
2031	102,000	2041	126,000
2032	104,000	2042	129,000
2033	107,000	2043	132,000
2034	109,000	2044	135,000

and to pay interest on so much of the principal amount of this Note as may be disbursed and remains unpaid until the principal amount hereof is paid at the rate of 2.155% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest on this Note is payable semiannually on each February 20 and August 20, commencing August 20, 2025. Interest starts accruing of the date of the initial disbursement.

Principal and Interest Payments. Interest shall accrue only on the aggregate amount of this Note which has been disbursed under the Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement dated as of July 2, 2024 (the “Project Loan Agreement”), by and between the City and the Minnesota Public Facilities Authority (the “PFA”). The principal installments shall be paid in the amounts scheduled above even if at the time of payment the full principal amount of this Note has not been disbursed; provided that if the full principal amount of this Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce

each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide similarly level annual installments of total debt service payments). Interest on this Note includes amounts treated by the PFA as service fees. Principal, interest and any premium due under this Note will be paid on each payment date by wire payment, or by check or draft mailed at least 5 business days prior to the payment date to the person in whose name this Note is registered, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Redemption. This Note is subject to redemption with the consent of the Minnesota Public Facilities Authority, in whole or in part on such dates and at such prices and upon such other terms as are specified in the Project Loan Agreement, including, but not limited to, acceleration or payment of increased interest as provided in Section 9.2 of the Project Loan Agreement.

Purpose; General Obligation. This Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota to finance improvements to the City's municipal water system including without limitation the rehabilitation of the drinking water treatment plant (the "Water System") as further described and detailed in the MN Department of Health's certification dated June 13, 2024 and in the City's application to the PFA, and is payable out of the PFA Debt Service Account of the Water Fund of the City, to which account have been pledged net revenues of the Water System. This Note constitutes a general obligation of the City, and to provide moneys for the prompt and full payment of said principal installments and interest when the same become due, the full faith, credit and taxing powers of the City have been and are hereby irrevocably pledged.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the City's City Clerk, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Note may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or the registered owner's legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the City's City Clerk.

Fees Upon Transfer or Loss. The City Clerk may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer of this Note and any legal or unusual costs regarding transfers and lost notes.

Project Loan Agreement. The terms and conditions of the Project Loan Agreement are incorporated herein by reference and made a part hereof. The Project Loan Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than the Minnesota Public Facilities Authority.

Tax-Exempt Obligation. The City intends that the interest on this Note will be excluded from gross income for United States income tax purposes or from both gross income and taxable net income for State of Minnesota income tax purposes.

Qualified Tax-Exempt Obligation. This Note has been designated by the City as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the City has covenanted and agreed that with the holder of this Note that it will impose and collect charges for the service, use and availability of and connection to the Water System at the times and in amounts necessary to produce net revenues adequate to pay all principal and interest when due on this Note; that the full faith and credit of the City is pledged for their payment and that the City will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property in the City, without limitation as to rate or amount, for the years and in amounts sufficient to pay the installments of principal and interest on this Note as they respectively become due, if the net revenues from the Water System and any other revenues irrevocably appropriated to said Debt Service Account are insufficient therefor; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional, or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Inver Grove Heights, Dakota County, Minnesota, by its City Council has caused this Note to be executed on its behalf by the signatures of its Mayor and of its City Clerk, and the corporate seal of the City having been intentionally omitted as permitted by law, all as of date first written above.

CITY OF INVER GROVE HEIGHTS, DAKOTA
COUNTY, MINNESOTA

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

CERTIFICATE OF REGISTRATION

The ownership of the unpaid principal amount of the above Note and the interest accruing thereon is registered on the books of the City of Inver Grove Heights, Minnesota, in the name of the holder last noted below. The transfer of ownership thereof may be made only by such registered owner or his, her or its legal representative.

<u>DATE OF REGISTRATION</u>	<u>REGISTERED OWNER</u>	<u>SIGNATURE OF CITY CITY CLERK</u>
	Minnesota Public Facilities Authority	
	Saint Paul, Minnesota	
	Federal Employer Identification	
	No. 41-6007162	



Request for Council Action

SUBJECT: **Approval of Conditional Use Permit to Expand an Existing Substation and Approval of a Variance from Fence Height Maximums for 2015 105th Street**

MEETING DATE: August 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, granting a Conditional Use Permit for an Essential Service Structure and a Variance for fence height for the property located at 2015 105th St.

BACKGROUND

Xcel Energy is proposing to expand its existing substation along the north side of 105th Street, just east of Rich Valley Park. The expansion is needed to facilitate connection between the Rosemount Transmission Line and the existing electric grid. New equipment would be installed that includes two 115 kV bays and foundations. The project would begin construction in fall 2024. The new equipment is considered an essential service structure which requires a Conditional Use Permit in all zoning districts.

Xcel Energy is also requesting a Variance from fence height maximums in order to construct a new 10-foot tall chain link security fence around the entire perimeter of the equipment area on the lot. Maximum fence height in the city is seven feet. The additional three feet of fence height is being requested to maintain consistency with the Federal Energy Regulation Commission which mandates owners of bulk-power systems to enhance physical security measures to lessen overall vulnerability against physical attacks.

FISCAL IMPACT

N/A

RECOMMENDATION

The Planning Commission reviewed the request at their July 16 meeting and recommended approval (7-0).

Staff recommends approval of the CUP and Variance as presented.

ATTACHMENTS

1. Resolution Approving Conditional Use Permit
2. Resolution Granting Variance
3. Staff Report
4. Planning Commission Recommendation

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

RESOLUTION NO. 2024-154

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR AN ESSENTIAL SERVICE
STRUCTURE**

Case No. 24-23V

WHEREAS, the request is for the property located at 2015 105th Street and legally described as:

That part of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) of Section 28, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows: Beginning at the southwest corner of NW1/14; thence North along section line a distance of 433 feet; thence East parallel to the quarter line a distance of 400 feet; thence South parallel to the section line a distance of 433 feet; thence West a distance of 400 feet to the point of beginning.

WHEREAS, an application for a conditional use permit has been submitted to allow an essential service structure on the property;

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

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on July 16, 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit for an essential service structure is hereby approved subject to the following conditions:

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

General Arrangement Plan (Site Plan)	dated 6/18/24
Removal Drawing (Existing Conditions)	dated 6/18/24
Grading Plan	dated 7/08/24

Fence Plan (2 sheets)
Planting Plan

dated 6/18/24
dated 6/18/24

2. The grading plan and stormwater management shall be approved by the City Engineer and subject to all conditions noted by the City Engineer.

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 12th day of August, 2024.

AYES:

NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-155

**RESOLUTION APPROVING A VARIANCE TO ALLOW A FENCE 10 FEET IN HEIGHT
WHEREAS SEVEN FEET IS MAXIMUM ALLOWED BY CODE**

CASE NO. 24-23V

Property located at 2015 105th Street and legally described as follows:

That part of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) of Section 28, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows: Beginning at the southwest corner of NW1/14; thence North along section line a distance of 433 feet; thence East parallel to the quarter line a distance of 400 feet; thence South parallel to the section line a distance of 433 feet; thence West a distance of 400 feet to the point of beginning.

WHEREAS, the applicant is requesting a variance from City Code Title 10, Chapter 15, Section 12 restricting fences to seven feet maximum height;

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

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on July 16, 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:

Additional fence height needed to be in compliance with the Federal Energy Regulatory Commission Order No. 802-CIP-014-1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a ten foot tall fence is hereby approved subject to the following conditions:

1. The fencing shall be consisting with the Fencing Plans showing location and type of fence to be constructed.

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 12th day of July, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Planning Commission Report

MEETING DATE:	July 16, 2024
CASE NO:	24-23V
APPLICANT:	Northern States Power Company (Xcel Energy)
PROPERTY OWNER:	Northern States Power Company
REQUEST:	Conditional Use Permit and Variance
LOCATION:	2015 105th Street East
COMPREHENSIVE PLAN:	RDR, Rural Density Residential
ZONING:	A, Agricultural District
STAFF CONTACT:	Allan Hunting, 651.450.2554

ACTION REQUESTED

The applicant is requesting the following:

- Conditional Use Permit for an Essential Service Structure to allow an expansion of the existing electric power substation.
- Variance from Fence Ordinance Title 10, Chapter 15, Section 12, to allow a ten (10) foot tall chain link fence whereas seven (7) feet is the maximum height allowed.

BACKGROUND

Xcel Energy is proposing to expand the existing substation along the north side of 105th Street East, just east of Rich Valley Park. The expansion is needed to facilitate a connection between the Rosemount Transmission Line and the existing electric grid. New equipment will be installed that includes two 115 kV bays and foundations. The project would begin construction in fall 2024.

Xcel Energy is also requesting a Variance from fence height to construct a new 10-foot tall chain link security fence around the perimeter of the equipment area on the lot. The maximum fence height in the city is seven feet. The additional three feet of fence height is being requested to maintain consistency with the Federal Energy Regulation Commission which mandates owners of bulk-power systems to enhance physical security measures to lessen overall vulnerability against physical attacks.

EVALUATION OF REQUEST

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

North	Large Lot Residential	Zoned: A, Agricultural	Guided: RDR, Rural Density Residential
West	Rich Valley Park	Zoned: P, Park	Guided: Public Park and Open Space
South	Large Lot Residential	Zoned: A, Agricultural	Guided: RDR, Rural Density Residential
East	Large Lot Residential	Zoned: A, Agricultural	Guided: RDR, Rural Density Residential

SITE PLAN REVIEW

Setbacks.

The new equipment would be an expansion of the existing northern most equipment. The City Code requires a 50-foot setback for essential service structures from any property zoned Residential or Estate. In this case, property closest to the expansion is zoned Agricultural, so no specific setbacks are required. The new equipment would be over 50 feet from the east property line.

Access.

Access to the site is not changing; there is one access point off 105th Street East.

CONDITIONAL USE PERMIT (CUP) REVIEW

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

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

The use is consistent with the goals, policies, and plans of the 2040 Comprehensive Plan. Historical aerial photography reveals this substation has been in existence since at least 1962.

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

This standard would be met. Essential Service Structures are a conditional use in all districts.

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

This standard would be met. The site is in a rural section of the city and would not pose any additional issues with surrounding land use.

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

The proposed request does not appear to have any negative effects on City facilities or services. Once constructed, the site would only have intermittent activity by Xcel Energy staff for routine maintenance.

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

a) Aesthetics/Exterior Appearance

The added equipment would not impact existing or future land use.

b) *Noise*

No additional noise beyond background noise that would currently exist at the site.

c) *Traffic*

Traffic is not an issue. The site would only have intermittent employee traffic.

d) *Drainage*

A Grading and Stormwater Management Plan has been provided and must be approved by the City Engineer before any work can commence on the site.

e) *Fencing, Landscaping and Buffering*

Since the site is expanding to the east closer to an existing residence, the plans include a number of pine, spruce, elm and linden trees to provide a vegetative screen on the east side of the site.

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

The site has been used as a substation since at least 1962.

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

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

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

The site has operated without any issues and no new issues are expected to arise with the expansion.

VARIANCE REVIEW

Title 10, Chapter 15, Section 12, restricts new fences that must not exceed seven (7) feet in height. The applicant is proposing to construct a ten (10) foot tall chain link fence.

City Code Title 10, Chapter 3. Variances, states that the City Council may grant Variances when they are in harmony with the general purposes and intent of the Zoning Ordinance and consistent with the Comprehensive Plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested Variance, 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 area of the lot that contains equipment is currently protected by a chain link fence. New Federal regulations require additional security measures. A taller fence with one inch chain link openings provides for a deterrent fence for security reasons.

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

As stated above, the proposed height is related to the need for heightened security around electric substations. There is no barbed wire proposed, only a ten (10) foot tall fence with a smaller opening chain link.

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

The need for additional height is based on Federal Regulations to provide enhanced physical security measures for critical facilities to lessen the overall vulnerability of the power system against physical attacks.

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

The fencing would be located at least 140 feet from 105th Street East and 70 feet from the property to the east.

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

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

ALTERNATIVES

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

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

- Approval of the Conditional Use Permit for an Essential Service Structure to allow expansion of the existing electrical power substation subject to the following conditions:

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

General Arrangement Plan (Site Plan)	dated 6/18/2024
Removal Drawing (Existing Conditions)	dated 6/18/2024
Grading Plan	dated 6/18/2024
Fence Plan (2 sheets)	dated 6/18/2024
Planting Plan	dated 6/18/2024

2. The Grading and Stormwater Management Plan shall be approved by the City Engineer and subject to all conditions noted by the City Engineer.

- Approval of the Variance to allow a fence ten (10) feet tall whereas seven (7) feet is the maximum allowed by City Code and subject to the following condition:

1. The fencing shall be consistent with the Fencing Plans showing location and type of fence to be constructed.

Practical Difficulty:

- Additional fence height needed to be in compliance with the Federal Energy Regulatory Commission Order No. 802-CIP-014-1.

B. Denial. If the Planning Commission does not support the requests, the Commission could recommend denial of the proposed requests. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, Staff is recommending Approval of the Conditional Use Permit and Variance as presented.

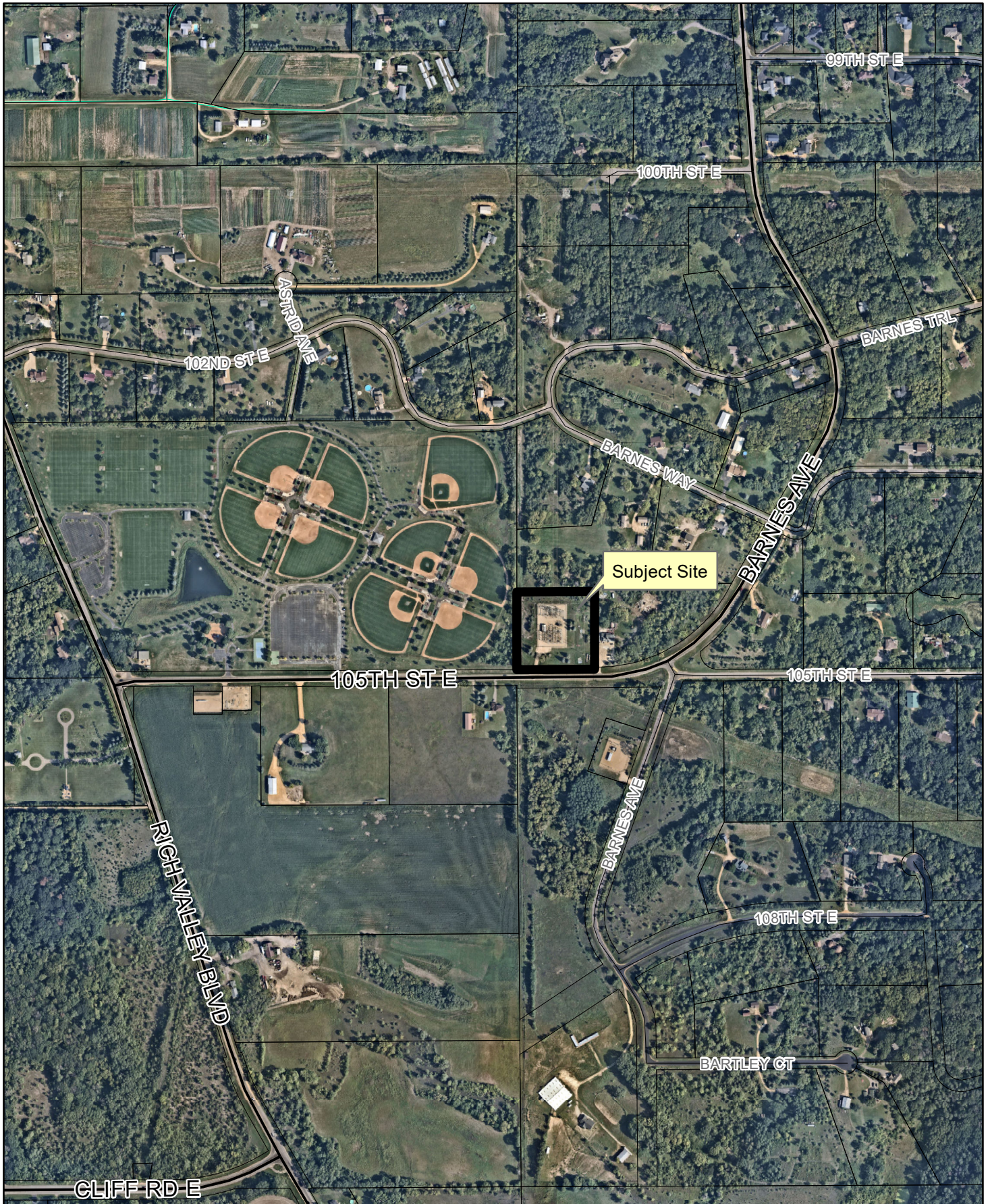
ATTACHMENTS

1. Location Map
2. Narrative and Response to Staff Comments
3. Site Plan
4. Existing Conditions Plan
5. Grading Plan
6. Fencing Plan
7. Landscape Plan



Location Map

Case No. 24-23V





414 Nicollet Mall,
Minneapolis, Minnesota 55401-1993

June 17, 2024

Allan Hunting
City Planner
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Xcel Energy Inver Grove Substation Expansion Project – City of Inver Grove Heights Conditional Use Permit Application

Mr. Hunting:

Northern States Power, a Minnesota Corporation (Xcel Energy) is proposing to expand its existing substation located at 2015 105th Street East, Inver Grove Heights, Minnesota 55077. The Project is referred to as the Inver Grove Substation Expansion Project (Substation Expansion). Project location maps are attached to this application (figures 1 and 2).

The Substation Expansion is located at the northern terminus of the proposed 115 kV Rosemount Transmission Line and Associate Facilities project corridor on property owned by Xcel Energy. A Route Permit was issued for the 115 kV Rosemount Transmission Line and Associated Facilities on March 21, 2023, per the Alternative Permitting Process authorized by Minn. Stat. § 216E.04, Subd. 2(3), and Minn. R. 7850.2800, Subp. 1(C). The City of Rosemount, as the lead Responsible Government Unit (RGU), approved the Route Permit per the local review process outlined in Minn. R. 7850.5300.

The Substation Expansion is needed to facilitate connection between the proposed 115 kV Rosemount Transmission Line and the existing electrical grid. Equipment to be installed in association with the Project includes two-115 kV bays, foundations, and structures. Refer to the attached Design Plan for further engineering details. The Project is anticipated to begin construction in fall 2024.

Xcel Energy submits the enclosed application, abstractor's certificate, legal property description, and supporting figures and design drawings to amend the existing Conditional Use Permit for the Inver Grove Substation. The application fee of \$1,196 will be provided as soon as possible. If you have any questions or require additional information, please contact me at (612) 330-1955 or Timothy.G.Rogers@xcelenergy.com, or Chris Schmidt at Environmental Resources Management (ERM), Xcel Energy's consultant for this Project, at (612) 347-7112 or Chris.Schmidt@erm.com.

Sincerely,

Timothy G Rogers
Digitally signed by Timothy G Rogers
Date: 2024.06.17 16:22:48 -05'00'

Timothy Rogers
Manager, Siting and Land Rights, Xcel Energy

Enclosures: City of Inver Grove Heights Conditional Use Permit Application
Abstractors Certificate
Legal Property Description
Supporting Figures
Supporting Design Plans

Cc: Heather Rand – Community Development Director, City of Inver Grove Heights
Peter Gitzen – Land Agent, Xcel Energy
Chris Schmidt – Managing Consultant, ERM



414 Nicollet Mall,
Minneapolis, Minnesota 55401-1993

July 8, 2024

Allan Hunting
City Planner
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Xcel Energy Inver Grove Substation Expansion Project
Response Letter to City of Inver Grove Heights Plan Review Committee Meeting on June 26, 2024
Case No. 24-23C – Conditional Use Permit Amendment

Mr. Hunting:

This letter is in response to comments received during the City of Inver Grove Heights Plan Review Committee Meeting on June 26, 2024, regarding the Northern States Power, a Minnesota Corporation (Xcel Energy) Inver Grove Substation Expansion Project (Case No. 24-23C). Please refer to Xcel Energy's response to comments received during the meeting below:

Variance Request for Fence Height

Ensuring the energy grid is secure from cyber and physical threats is a top priority for Xcel Energy and our partners across the electric industry. As Advanced Grid technology is deployed, this responsibility grows. The Advanced Grid uses several devices that are interconnected on the energy grid, and it is critical that we not only keep the devices secured, but also safeguard the connection and all the information being transmitted. Various security measures developed and implemented by Xcel Energy deliver reliable and safe electricity to our customers and maintain our commitment to operational excellence.

To protect employees, contractors, the general public, and company property and equipment, Xcel Energy has adopted measures to ensure the safe operation of our facilities. The National Electric Safety Code in Part I Section II, states in part that rooms and spaces in which electrical supply conductors or equipment are installed will be so arranged with fences, screens, partitions, or walls; to minimize the entrance, tampering, or destruction of Xcel Energy equipment by unauthorized persons. The electric transmission line, structures, and devices that support the lines are an integral part to the delivery of electricity to our customers. The risk of interrupted service and injury is high for unauthorized access to Xcel Energy's equipment. Only specially trained and equipped personnel may enter these areas.

The Federal Energy Regulatory Commission (FERC) issued Order No. 802 – CIP-014-1 Physical Security which mandates owners of bulk-power systems to enhance physical security measures for critical facilities to lessen the overall vulnerability of the power system against physical attacks. To comply with the FERC Order, standards were adopted by Xcel Energy, and security measures were implemented to reduce the possibility of unauthorized access to the property and substation equipment. To comply with the FERC order, Xcel Energy is proposing to construct ten foot (10') tall perimeter fence around the Inver Grove Substation.

Per the City of Inver Grove Heights Fence Ordinance (Title 10, Chapter 15, Section 12), all newly installed fences must not exceed seven feet (7') in height. As such, Xcel Energy formally requests a variance from Title 10, Chapter 15, Section 12 to allow for the installation of a permanent 10' tall perimeter fence around the Inver Grove Substation. Please refer to the attached variance request checklist, as well as the planning application form, fence detail, and legal description

provided within the Conditional Use Permit amendment application dated June 17, 2024, for additional information regarding this variance request.

Stormwater Management Plan and Revised Grading Design

Xcel Energy submits the attached stormwater management plan and revised grading design indicating that the Inver Grove Substation, including the proposed infiltration basin, will be compliant with the City of Inver Grove Heights Stormwater Management Plan Standards (Title 10, Chapter 5, Section 8).

If you have any questions or require additional information, please contact me at (612) 330-1955 or Timothy.G.Rogers@xcelenergy.com, or Chris Schmidt at Environmental Resources Management (ERM), Xcel Energy's consultant for this Project, at (612) 347-7112 or Chris.Schmidt@erm.com.

Sincerely,

Timothy L Rogers

Timothy Rogers
Manager, Siting and Land Rights, Xcel Energy

Enclosures: Variance Request Checklist
Revised Grading Design
Stormwater Management Plan

Cc: Heather Botten – Associate Planner, City of Inver Grove Heights
Paul Merchlewicz – City Engineer, City of Inver Grove Heights
Peter Gitzen – Land Agent, Xcel Energy
Chris Schmidt – Managing Consultant, ERM

Variance Request Checklist



CITY OF INVER GROVE HEIGHTS

8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2545
www.ighmn.gov

VARIANCE

INSTRUCTIONS

The following must be submitted by e-mail to ighplanning@ighmn.gov prior to review and processing a request. If you have any questions, please contact the Planning Department at 651-450-2545.

- ☐ Planning Application Form with the appropriate fees.
- ☒ Narrative clearly describing the request. The following pages of this form contain the requirements of the City Code and a list of guidelines to aid in the preparation of the written statement.
- ☐ Electronic Plan Set of a survey or scaled drawing including the following information:
 - Lot/parcel boundaries
 - Location of existing and proposed structures with dimensions and their distance from all setbacks
 - Location and size of driveways, parking areas and any other impervious coverage
- ☐ Legal Description of the property in Word format.

VARIANCE

Title 10, Chapter 3, Section 4 of the City Code states that the City Council may grant Variances in instances where practical difficulties exist where the property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance. City Code Title 10, Chapter 3, Section 4D states the determinations upon which the City Council may approve Variances.

These are summarized as follows:

- The Variance must be in harmony with the general purposes and intent of City Ordinances and be consistent with the Comprehensive Plan.
- Variances may be granted when the applicant establishes that there are practical difficulties in complying with the Zoning Ordinance.
- The plight of the landowner is due to circumstances unique to the property not created by the landowner.
- The Variance will not alter the essential character of the neighborhood.
- Economic considerations alone do not constitute practical difficulties.
- The Council may impose conditions in the granting of a Variance that are directly related to and must bear a rough proportionality to the impact created by the Variance.
- Variances may not be granted to allow a use that is not allowed under the Zoning Ordinance in the zoning district where the affected person's land is located.

When preparing an application for a Variance, the following guidelines may be helpful in establishing the basis upon which the Variance is requested:

1. A practical difficulty exists, as distinguished from a mere inconvenience, because of the particular physical surroundings, shape, or topographical conditions of the property.
2. A practical difficulty means that the property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance.
3. The Variance is not detrimental to the public welfare or the neighborhood in which the property is located.
4. The Variance does not affect the supply of light and air to adjacent properties.
5. The Variance is in keeping with the spirit and intent of the City Code and Comprehensive Plan.

SUPPLEMENT TO VARIANCE APPLICATION

Introduction

The following memorandum is meant to assist the landowner in understanding (1) the purpose of a Variance and (2) the framework within which a Variance request is considered. This memorandum does not purport to recite all the applicable Ordinances and state laws dealing with Variances. Further, this memorandum does not purport to list all the provisions of the Inver Grove Heights Code that may apply to the subject property. The landowner is encouraged to review the Code to further familiarize themselves with the requirements that must be met before a variance can be granted. The Code is on file with the City Clerk.

Types of Variances

Inver Grove Heights City Code (IGH Code), Title 10 (Zoning Regulations) and Title 11 (Subdivision Regulations) impose standards and controls dealing with land development, subdividing, and platting. The Code establishes a procedure for obtaining a Variance from these regulations. IGH Code, Title 10, Chapter 3-4 deals with zoning and land use restrictions; it likewise establishes a procedure for obtaining a Variance. Thus, the landowner should initially determine whether they wish a Variance from the subdivision standards or from the zoning restrictions or from both.

Processing of the Variance Application

Once the application for a Variance has been completed and the requisite fees have been paid, the City will process the request. The application will be reviewed initially by the City's Planning and Engineering Departments; they, in turn, will make a report to the City's Planning Commission. The Planning Commission will review the Variance application and make a recommendation to the City Council. Finally, the City Council will act on the Variance required and will either approve or deny the request.

Authority to Grant a Variance

Under Minn. Stat. 462.357, Subd. 6; the Board of Appeals and Adjustments has the power to grant a Variance from the literal provisions of the Zoning Ordinance. In Inver Grove Heights, the City Council is the Board of Appeals and Adjustments. Thus, by Statute and by Ordinance, the City Council has the ultimate authority to grant or to deny a Variance.

Definition of a Variance

A Variance is the authorization for the construction or maintenance of a building or structure in a manner which is not allowed by the IGH Code. In some exceptional cases, due to the unique physical characteristics of the property, full compliance with the Code is either impossible or results in practical difficulty. By varying the terms of the Code, a Variance provides the opportunity for specific amelioration of practical difficulty resulting from the literal enforcement of the City's generally applicable zoning and subdivision regulations. The need for a Variance stems from where the property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance.

The Statute - Variance from Zoning Restrictions

City Code sets forth when a Zoning Variance may be granted. Title 10, Chapter 3, Section 4, provides in part:

"The Planning Commission may recommend to approve, approve with conditions, or deny a request for a Variance. The City Council may deny or approve such Variances and impose conditions thereon.

1. Variances shall only be granted:
 - a. When they are in harmony with the general purposes and intent of the Zoning and Subdivision Ordinances; and
 - b. When the Variances are consistent with the Comprehensive Plan.
2. Variances may be granted when the applicant for the Variance establishes that there are practical difficulties in complying with the Zoning Ordinance.
3. Practical difficulties," as used in connection with the granting of a Variance", means that:
 - a. The property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance.
 - b. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
 - c. The Variance, if granted, will not alter the essential character of the locality.
4. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

See Ordinance #1237, adopted July 11, 2011.

Reasons for Granting a Variance

The applicant must demonstrate that the reasons exist for granting a Variance. The City Council, in acting upon a request for a Variance, shall consider the following factors:

1. The Variance must be in harmony with the general purposes and intent of the Zoning Ordinance.
2. The Variance must be consistent with the Comprehensive Plan.
3. The applicant must show that there are "practical difficulties" in complying with the Zoning Ordinance:
 - a. Property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance.
 - b. The plight of the landowner is due to circumstances unique to the property not created by the owner.
 - c. The Variance will not alter the essential character of the locality.
 - d. Economic considerations alone do not constitute practical difficulties.

It is impossible to describe in detail all the factual situations which meet the criteria set forth above. The clearest situation, however, is where the property does not have a practical and beneficial use unless a Variance is granted.

Practical Difficulties and Circumstances Unique to the Property

The term "practical difficulties" does not mean the personal circumstances or characteristics of the applicant. Circumstances which are merely personal to the current landowner or to a supposed future owner will not justify a Variance. Rather, practical difficulties relate to the unique characteristics of the individual tract under consideration. The practical difficulty must relate to the land. For example, because of certain unique physical characteristics of the property, such as irregularity in shape, narrowness, shallowness of lot size, or exceptional topographical or other physical conditions peculiar to and inherent in the particular lot, it may be that a Variance from the Code is the only way that a lot can have a practical and beneficial use. Because of such unique physical conditions, it may be that practical difficulties arise in complying with the Code. Practical difficulty is not peculiar to the applicant's land if it is shared by the entire neighborhood or surrounding area. Where the practical difficulty imposed upon the applicant's property is no greater than that suffered by nearby land, a Variance may not be the proper vehicle to alleviate the hardship. Where a practical difficulty is shared by several pieces of land or by an entire area, the appropriate remedy may be to seek a change in the Code itself rather than a Variance from its literal language and application.

Practical and Beneficial Use

In general, all properties are entitled to have a practical and beneficial use. A Variance may be granted when, because of unique physical characteristics, the property does not have a practical and beneficial use unless the Code is varied. However, a mere showing that the land will be more valuable if the Variance is granted is not in itself a sufficient reason to support a Variance. Further, the mere showing that the applicant will make a greater profit in the sale of the land or from the business conducted on the land is not in itself a sufficient reason to support a Variance. A Variance cannot be granted solely on the ground that the applicant will be unable to realize a business advantage without it. Proof that a more profitable use could be made of the land if a Variance is granted is not in itself sufficient to establish the practical difficulty or undue hardship required by the IGH Code, and Minn. Stats. 462.357 and 462.358. Where the applicant merely shows that the land could be more economically improved or used, a sufficient showing has not been made.

The Spirit and Intent of the Ordinances

By state law, a Variance must be in harmony with the general purposes and intent of the Zoning Ordinance.

With zoning, the City regulates and restricts the use of land by dividing land within the City into appropriate zoning classifications or districts and by authorizing only certain uses within the districts. If a variance would alter the essential character of the neighborhood, the variance may be denied.

Self-Created Hardship

A Variance may be denied when the "practical difficulty" has been self-created. One example of a self-created practical difficulty is when the owner of a large tract divides the tract into smaller, separate parcels, none of which meet the minimum lot size requirement. When the only "practical difficulty" is that the applicant subdivided his land and sold portions of it retaining a substandard lot, it is proper to deny a variance for the substandard lot. Further, a variance may not be granted to an applicant who wishes to subdivide a lot to create a standard and a substandard lot or to an applicant who proposes to divide a standard lot into two or more substandard parcels.

A Variance is Not a Rezoning

A Variance is not the way to change the zoning classification of the property. The statute provides that a Variance cannot be granted to permit a use which is prohibited by the Zoning Ordinance. To change the zoning classification of the property, the applicant will have to seek a Rezoning.

Reasons for Denying Variance

Whenever a variance is denied, it is the judgment of the City Council that the applicant has failed to demonstrate the reasons prescribed by state law for the granting of a variance. The considerations that result in denial are expressed in many ways. It is impossible to list comprehensively all of the expressed considerations because each request is created individually and on its own merits; the considerations differ from case to case. However, some of the common reasons, among others, for denying a variance are:

1. The practical difficulty, if any, is personal to the landowner, rather than the property.
2. The practical difficulty is not caused by any unique circumstances of the individual property.
3. The practical difficulty is self-created.
4. If granted, the variance would change the essential character of the surrounding neighborhood.
5. The circumstances or conditions of the property are not unique but rather apply generally to the surrounding neighborhood or to other properties within the same zoning classification.
6. The variance request is for a use not permitted in the zoning classification.
7. A variance would not be in keeping with the spirit and intent of the zoning ordinance or subdivision ordinance.

The order in which the reasons for denial are listed is not meant to indicate any priority nor is any particular stated reason meant to indicate that other justifiable concerns will be ignored. Each application is treated on its own merits.

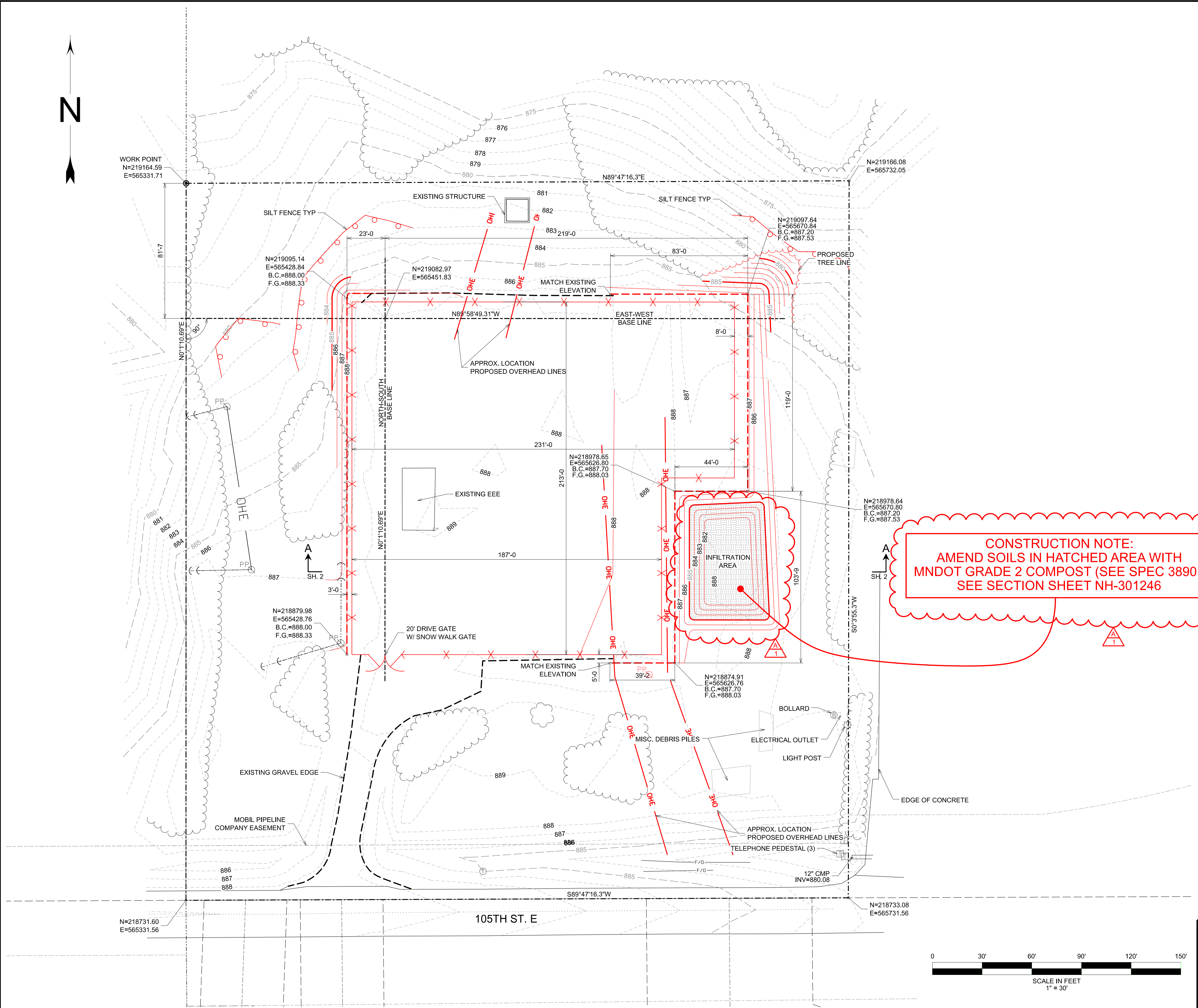
Conditions to the Variance

By state law, the City Council "may impose conditions in the granting of variances to ensure compliance and to protect adjacent properties." If conditions are imposed, they are an essential part of the variance. If the landowner violates the conditions, the variance automatically terminates.

Lapse of the Variance

If a zoning variance is not used within two (2) years after it is granted or is not used within such longer period as the City Council may determine, the variance becomes void.

Revised Grading Design



HORIZONTAL DATUM:
NAD83 DAKOTA COUNTY U.S. SURVEY FEET

VERTICAL DATUM:
ELEVATIONS ON NAVD88 ADJUSTMENT

GENERAL NOTES

- LOCATION OF BENCH MARK FOR GRADE ELEVATION IS TO BE SET PRIOR TO GRADING CONSTRUCTION.
- CONTOURS AT ONE FOOT INTERVALS.
- ELEVATIONS INDICATED IN SUBSTATION GRADED AREA ARE TOP OF BASE MATERIAL.
- CONTOURS OUTSIDE OF THE SUBSTATION GRADED AREA INDICATE THE TOP OF FINISHED TOPSOIL.
- FINISHED GRADE IN SUBSTATION GRADED AREA IS 4 INCHES HIGHER THAN THE ROUGH GRADE ELEVATION. FINISHED GRADE CONSISTS OF 4 INCHES OF CRUSHED ROCK PROVIDED AND INSTALLED BY XCEL ENERGY.
- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH XCEL ENERGY SPEC. 31 22 00 "SPECIFICATION FOR CONSTRUCTION OF GRADING", REV. 6.2, DATED 11/8/2022
- EROSION CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH XCEL ENERGY SPEC. 31 25 00 "NSP-STD-EROSION CONTROL", REV. 1.1, DATED 10/11/2021.
- EXCESS SOIL FROM GRADING EXCAVATION TO BE PROPERLY DISPOSED OF OFF-SITE OR UTILIZED IN LANDSCAPING ACTIVITIES AND IN NO CASE SHALL IT AFFECT OVERALL SITE DRAINAGE.

CONSTRUCTION SEQUENCE

- INSTALL SILT FENCE.
- CLEARING AND GRUBBING.
- GRADE DIVERSION BERMS AND DIVERSION SWALES.
- APPLY TEMPORARY SEED (IF NECESSARY).
- COMPLETE MASS GRADING.
- SEED AND MULCH/BLANKET.

MAINTENANCE

- MAINTENANCE SHALL BE COMPLETED WITHIN 72 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
- THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED THROUGH SCRAPING OR DRESSING WITH ADDITIONAL AGGREGATE.
- REMOVE ANY DEBRIS THAT MAY BE TRACKED OFF-SITE DAILY.

AFTER MASS GRADING IS COMPLETED

- SEED AND BLANKET.

AFTER VEGETATION IS ESTABLISHED

- REMOVE SILT FENCE.

LEGEND

-----	BASELINE	F/O	FIBER OPTIC LINE
-----	PROPERTY LINE	---	EXISTING TREE LINE
-----	SECTION LINE	---	EXISTING FLOW ARROW
-----	RIGHT OF WAY	●	WORK POINT
-----	ROADWAY CENTERLINE	□	TELEPHONE PEDESTAL
-----	EDGE OF PAVEMENT	○	LIGHT POLE
---	EXISTING MAJOR CONTOURS	PP	POWERPOLE
---	EXISTING MINOR CONTOURS	PP	POWER POLE ANCHOR
---	PROPOSED CONTOUR	SB?	SOIL BORING LOCATIONS
---	EXISTING MINOR CONTOURS	○	SILT FENCE
---	GRAVEL BASE EDGE		
---	OVERHEAD ELECTRIC		

PRE-EXCAVATION PROCEDURE

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- FOR UNDERGROUND UTILITY LOCATES INSIDE THE SUBSTATION FENCE, REQUEST LOCATES FROM (CHRIS COTTON - SUPERVISOR FIELD OP'S) AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
- SEE REFERENCE DRAWINGS NH-301245, NH-71724, NH-72129 FOR KNOWN UNDERGROUND UTILITIES.
- REFER TO CONSTRUCTION SPECIFICATION (NSP-STD-CIVIL AND PHYSICAL SUBSTATION CONSTRUCTION SPECIFICATIONS) FOR ADDITIONAL LOCATE INFORMATION.
- DRAWINGS SHALL NOT BE RELIED ON AS THE SOLE SOURCE OF INFORMATION REGARDING UNDERGROUND UTILITIES.

THIS PE SEAL IS ONLY APPLICABLE TO THE CURRENT CONSTRUCTION REVISION. FOR DRAWING REFERENCE AND REVISION INFORMATION SEE CIVIL INDEX SHEET.

ISSUED BY ENGINEERING DEPT FOR: CONSTRUCTION

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INTERNAL INFORMATION: DO NOT COPY OR DISTRIBUTE WITHOUT EXPRESS WRITTEN CONSENT FROM XCEL ENERGY

INVER GROVE SUBSTATION
CONTOUR AND GRADING LAYOUT
GRADING PLAN

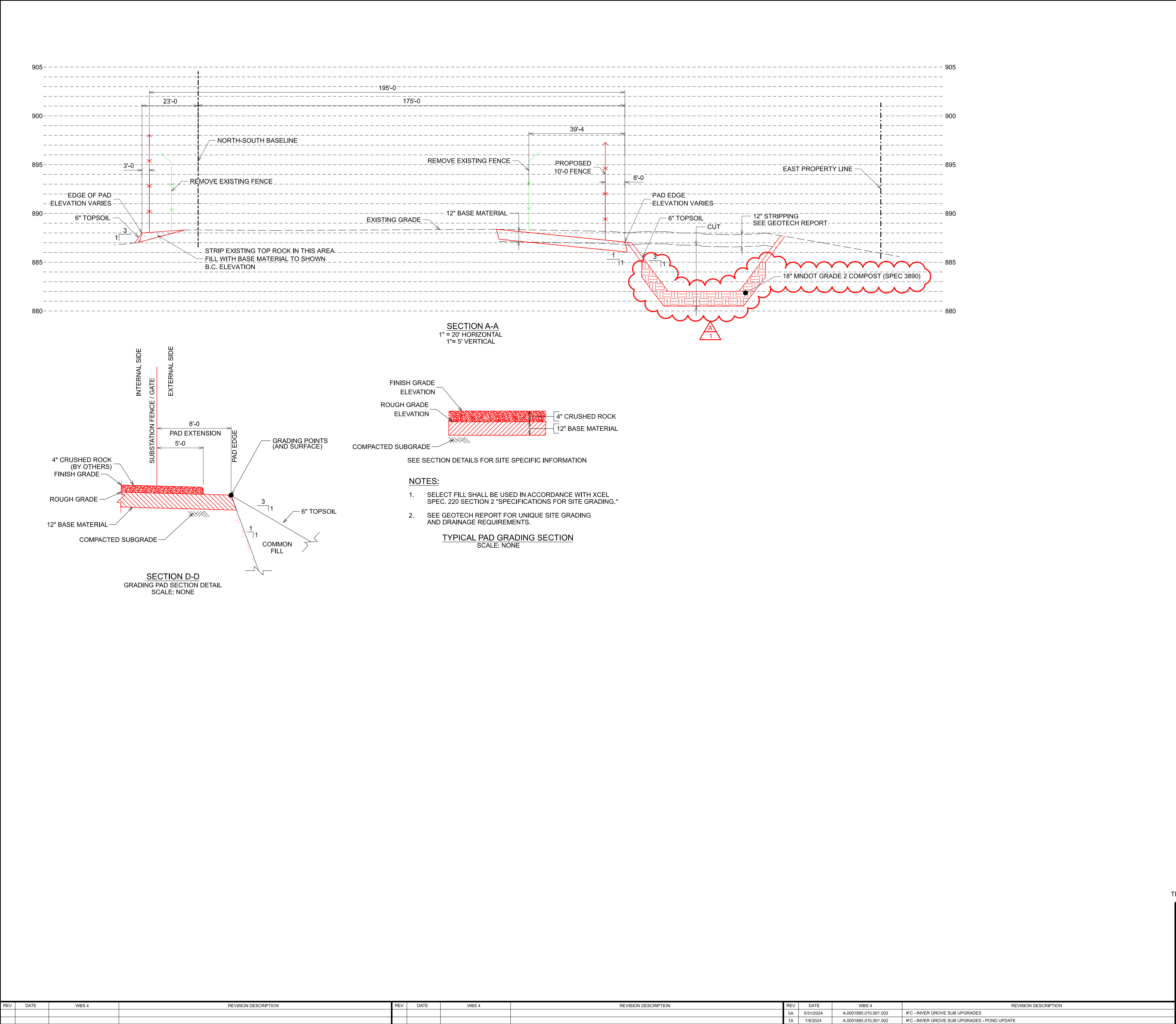
IVG

Xcel Energy NH-301246-1

SCALE 1"=30'-0"

REV 1

REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION
0A	5/31/2024			0A	5/31/2024			0A	5/31/2024		
0A	7/8/2024			0A	7/8/2024			0A	7/8/2024		



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FOR GENERAL NOTES SEE NH-301246-1
FOR DRAWING REFERENCE AND REVISION INFORMATION SEE CIVIL INDEX SHEET.

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INVER GROVE SUBSTATION
CONTOUR AND GRADING LAYOUT
SECTIONS AND DETAILS

IVG

XcelEnergy® NH-301246-2

SCALE 1"=20'-0"

REV 1

REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION
0A	5/31/2024			0A	5/31/2024			0A	5/31/2024		
1A	7/8/2024			1A	7/8/2024			1A	7/8/2024		

Stormwater Management Plan

INVER GROVE SUBSTATION Stormwater Management Narrative

The purpose of this section is to explain and demonstrate the efforts made to achieve compliance with MPCA standards for construction stormwater. Associated calculations will be referenced throughout this narrative.

Project Background

The purpose of this project is ultimately to construct an addition to a power substation. The existing substation pad is approximately 46,560 sq ft. We are proposing the addition of 13,610 sq ft of substation pad to expand the substation. We are proposing to build a retention pond on the east side of the substation. There is currently no storm water retention system in place. The existing substation is slightly pitched from a high point in the center of the substation. Half the existing substation drains west and half drains east, towards the location of the addition. To keep run-off from leaving the property, we have chosen to construct an infiltration basin. The basin will catch water from half the existing substation and the entire addition. The site has very good infiltration characteristics. We have attached infiltration estimates from the geotechnical engineer. The lowest estimate is 18 in/hr. We have assumed one third of that in our calculations, assuming that at some point sediment will slow infiltration

Stormwater Management Plan General Requirements –

1. Rate Control
2. Infiltration Assumptions
3. BMPs used

1. *Rate Control*

Below is a summary of the 1-, 2-, 10-, and 100-year design storms. The associated hydrocad calculations are included in this Stormwater Management Plan. The existing site flows east and west equally

2-year design storm –

Existing Site Run-off to the west – 0.92 cfs (this will remain the same)
Existing Site Run-off to the east – 0.92 cfs
Proposed Site Run-off to the east – 0.00 cfs (infiltrate the full volume)

10-year design storm –

Existing Site Run-off to the west – 1.42 cfs (this will remain the same)
Existing Site Run-off to the east – 1.42 cfs
Proposed Site Run-off to the east – 0.00 cfs (infiltrate the full volume)

100-year design-storm –

Existing Site Run-off to the west – 2.60 cfs (this will remain the same)
Existing Site Run-off to the east – 2.60 cfs
Proposed Site Run-off to the east – 0.00 cfs (infiltrate the full volume)

2. *Infiltration Assumptions*

The attached Geotech report determined that the infiltration capacity of the soils for our site were somewhere between 18 and 31 in/hr, for the purpose of our calculations we have assumed 6 in/hr. This should account any reduction in infiltration rate we will see due to sediment.

3. *Best Management Practices (BMPs)*

The BMPs being implemented on this site are;

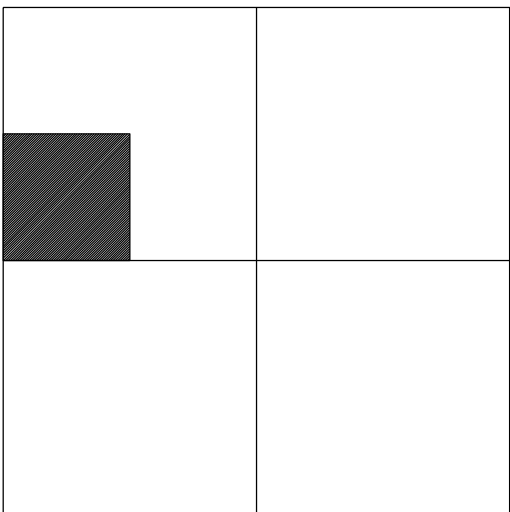
- Grassy Swale

- Seed and mulch (or erosion control blanket) all disturbed soils

- Infiltrate Full Volume of Run-off

HORIZONTAL DATUM:
NAD83 DAKOTA COUNTY U.S. SURVEY FEET
VERTICAL DATUM:
ELEVATIONS ON NAVD88 ADJUSTMENT

SECTION MAP



SW ¼ OF NW ¼
SEC 28, T. 27N, R. 22W
DAKOTA COUNTY, MN

LEGEND

- BASELINE
- PROPERTY LINE
- SECTION LINE
- RIGHT OF WAY
- ROADWAY CENTERLINE
- EDGE OF PAVEMENT
- 890 ----- EXISTING MAJOR CONTOURS
- 896 ----- EXISTING MINOR CONTOURS
- GRAVEL BASE EDGE
- X ----- REMOVE CHAINLINK FENCE
- OHE ----- OVERHEAD ELECTRIC
- F/O ----- FIBER OPTIC LINE
- EXISTING TREE LINE
- APPROX TREE REMOVAL
- EXISTING FLOW ARROW
- WORK POINT
- TELEPHONE PEDESTAL
- LIGHT POLE
- PP ----- POWERPOLE
- POWER POLE ANCHOR
- SB? ----- SOIL BORING LOCATIONS

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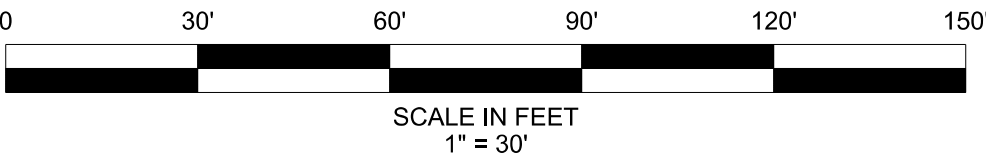
INVER GROVE SUBSTATION
TOPOGRAPHY LAYOUT
EXISTING CONDITIONS

IVG

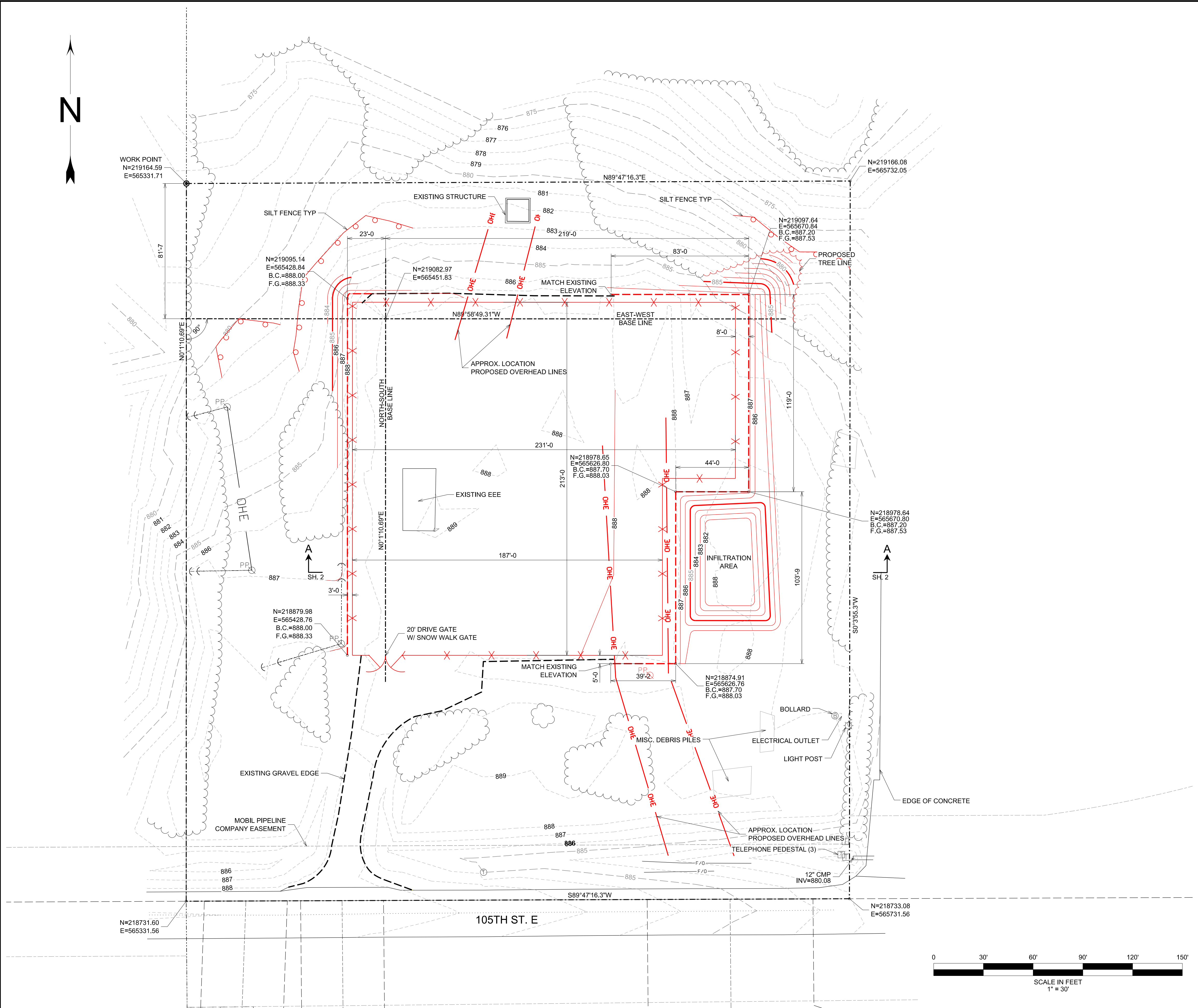
Xcel Energy® NH-301245

SCALE 1"=30'-0" REV 0

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE 5/31/2024 REG. NO. 43382
BRIAN D. ROBIDEAU



REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION
0A	5/31/2024														



HORIZONTAL DATUM:
NAD83 DAKOTA COUNTY U.S. SURVEY FEET

VERTICAL DATUM:
ELEVATIONS ON NAVD88 ADJUSTMENT

GENERAL NOTES

- LOCATION OF BENCH MARK FOR GRADE ELEVATION IS TO BE SET PRIOR TO GRADING CONSTRUCTION.
- CONTOURS AT ONE FOOT INTERVALS.
- ELEVATIONS INDICATED IN SUBSTATION GRADED AREA ARE TOP OF BASE MATERIAL.
- CONTOURS OUTSIDE OF THE SUBSTATION GRADED AREA INDICATE THE TOP OF FINISHED TOPSOIL.
- FINISHED GRADE IN SUBSTATION GRADED AREA IS 4 INCHES HIGHER THAN THE ROUGH GRADE ELEVATION. FINISHED GRADE CONSISTS OF 4 INCHES OF CRUSHED ROCK PROVIDED AND INSTALLED BY XCEL ENERGY.
- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH XCEL ENERGY SPEC. 31 22 00 "SPECIFICATION FOR CONSTRUCTION OF GRADING", REV. 6.2, DATED 11/8/2022
- EROSION CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH XCEL ENERGY SPEC. 31 25 00 "NSP-STD-EROSION CONTROL", REV. 1.1, DATED 10/11/2021.
- EXCESS SOIL FROM GRADING EXCAVATION TO BE PROPERLY DISPOSED OF OFF-SITE OR UTILIZED IN LANDSCAPING ACTIVITIES AND IN NO CASE SHALL IT AFFECT OVERALL SITE DRAINAGE.

CONSTRUCTION SEQUENCE

- INSTALL SILT FENCE.
- CLEARING AND GRUBBING.
- GRADE DIVERSION BERMS AND DIVERSION SWALES.
- APPLY TEMPORARY SEED (IF NECESSARY).
- COMPLETE MASS GRADING.
- SEED AND MULCH/BLANKET.

MAINTENANCE

- MAINTENANCE SHALL BE COMPLETED WITHIN 72 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
- THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED THROUGH SCRAPING OR DRESSING WITH ADDITIONAL AGGREGATE.
- REMOVE ANY DEBRIS THAT MAY BE TRACKED OFF-SITE DAILY.

AFTER MASS GRADING IS COMPLETED

AFTER VEGETATION IS ESTABLISHED

- REMOVE SILT FENCE.

LEGEND

-----	BASELINE	F/O	FIBER OPTIC LINE
-----	PROPERTY LINE	---	EXISTING TREE LINE
-----	SECTION LINE	---	EXISTING FLOW ARROW
-----	RIGHT OF WAY	●	WORK POINT
-----	ROADWAY CENTERLINE	□	TELEPHONE PEDESTAL
-----	EDGE OF PAVEMENT	○	LIGHT POLE
---	EXISTING MAJOR CONTOURS	PP	POWERPOLE
---	EXISTING MINOR CONTOURS	SB?	POWER POLE ANCHOR
---	PROPOSED CONTOUR	○	SOIL BORING LOCATIONS
---	EXISTING MINOR CONTOURS		
---	GRAVEL BASE EDGE		
---	OVERHEAD ELECTRIC		

PRE-EXCAVATION PROCEDURE

- CAUTION: THERE MAY BE UNDERGROUND UTILITIES/OBSTRUCTIONS IN THIS AREA. THE UNDERGROUND UTILITIES SHOWN ON THE PROVIDED ELECTRICAL REFERENCE DRAWINGS SHALL NOT BE ASSUMED COMPLETE OR ACCURATE. CONSTRUCTION SHALL LOCATE AND CLEARLY MARK THE LOCATION PRIOR TO ANY EXCAVATION ACTIVITY. 811 SHALL BE CALLED FOR EVERY EXCAVATION PROJECT AT LEAST THREE (3) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
- FOR UNDERGROUND UTILITY LOCATES INSIDE THE SUBSTATION FENCE, REQUEST LOCATES FROM (CHRIS COTTON - SUPERVISOR FIELD OP'S) AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
- SEE REFERENCE DRAWINGS NH-301245, NH-71724, NH-72129 FOR KNOWN UNDERGROUND UTILITIES.
- REFER TO CONSTRUCTION SPECIFICATION (NSP-STD-CIVIL AND PHYSICAL SUBSTATION CONSTRUCTION SPECIFICATIONS) FOR ADDITIONAL LOCATE INFORMATION.
- DRAWINGS SHALL NOT BE RELIED ON AS THE SOLE SOURCE OF INFORMATION REGARDING UNDERGROUND UTILITIES.

THIS PE SEAL IS ONLY APPLICABLE TO THE CURRENT CONSTRUCTION REVISION. FOR DRAWING REFERENCE AND REVISION INFORMATION SEE CIVIL INDEX SHEET.

ISSUED BY ENGINEERING DEPT FOR: CONSTRUCTION

THIS MAP/DOCUMENT IS A TOOL TO ASSIST EMPLOYEES IN THE PERFORMANCE OF THEIR JOBS. YOUR PERSONAL SAFETY IS PROVIDED FOR BY USING SAFETY PRACTICES, PROCEDURES AND EQUIPMENT AS DESCRIBED IN THE SAFETY TRAINING PROGRAMS, MANUALS AND SPARS. INTERNAL INFORMATION: DO NOT COPY OR DISTRIBUTE WITHOUT EXPRESS WRITTEN CONSENT FROM XCEL ENERGY.

INVER GROVE SUBSTATION
CONTOUR AND GRADING LAYOUT
GRADING PLAN

Xcel Energy NH-301246-1

SCALE 1"=30'-0" REV 0

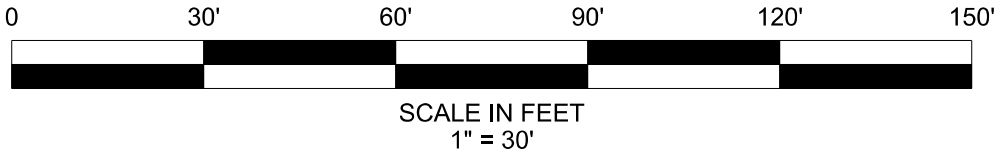
1. I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE 5/31/2024 REG. NO. 43382

BRIAN D. ROBIDEAU

REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION	REV	DATE	WBS 4	REVISION DESCRIPTION
0A	5/31/2024														

0A 5/31/2024 A.0001885.010.001.002 IFC - INVER GROVE SUB UPGRADES



NH-301246-1.DGN 5/29/2024 2:23:50 PM



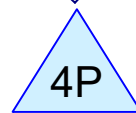
Existing West



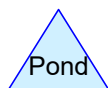
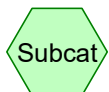
Existing East



Proposed East



Infiltration Basin



Routing Diagram for Inver Grove

Prepared by Ulteig Engineers, Printed 6/26/2024

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Inver Grove

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Page 2

Rainfall Events Listing

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	2YR	Type II 24-hr		Default	24.00	1	2.78	2
2	10YR	Type II 24-hr		Default	24.00	1	4.14	2
3	100YR	Type II 24-hr		Default	24.00	1	7.42	2

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Page 3

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
1.447	96	Gravel surface, HSG A (1S, 2S, 3S)
1.447	96	TOTAL AREA

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Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
1.447	HSG A	1S, 2S, 3S
0.000	HSG B	
0.000	HSG C	
0.000	HSG D	
0.000	Other	
1.447		TOTAL AREA

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Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
1.447	0.000	0.000	0.000	0.000	1.447	Gravel surface	1S, 2S, 3S
1.447	0.000	0.000	0.000	0.000	1.447	TOTAL AREA	

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Type II 24-hr 2YR Rainfall=2.78"

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Page 6

Time span=0.00-72.00 hrs, dt=0.05 hrs, 1441 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: Existing WestRunoff Area=16,475 sf 0.00% Impervious Runoff Depth=2.34"
Tc=20.0 min CN=96 Runoff=0.92 cfs 0.074 af**Subcatchment2S: Proposed East**Runoff Area=30,085 sf 0.00% Impervious Runoff Depth=2.34"
Tc=20.0 min CN=96 Runoff=1.69 cfs 0.134 af**Subcatchment3S: Existing East**Runoff Area=16,475 sf 0.00% Impervious Runoff Depth=2.34"
Tc=20.0 min CN=96 Runoff=0.92 cfs 0.074 af**Pond 4P: Infiltration Basin**Peak Elev=882.97' Storage=1,966 cf Inflow=1.69 cfs 0.134 af
Outflow=0.32 cfs 0.134 af**Total Runoff Area = 1.447 ac Runoff Volume = 0.282 af Average Runoff Depth = 2.34"**
100.00% Pervious = 1.447 ac 0.00% Impervious = 0.000 ac

Inver Grove

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Type II 24-hr 2YR Rainfall=2.78"

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Page 7

Summary for Subcatchment 1S: Existing West

Runoff = 0.92 cfs @ 12.12 hrs, Volume= 0.074 af, Depth= 2.34"

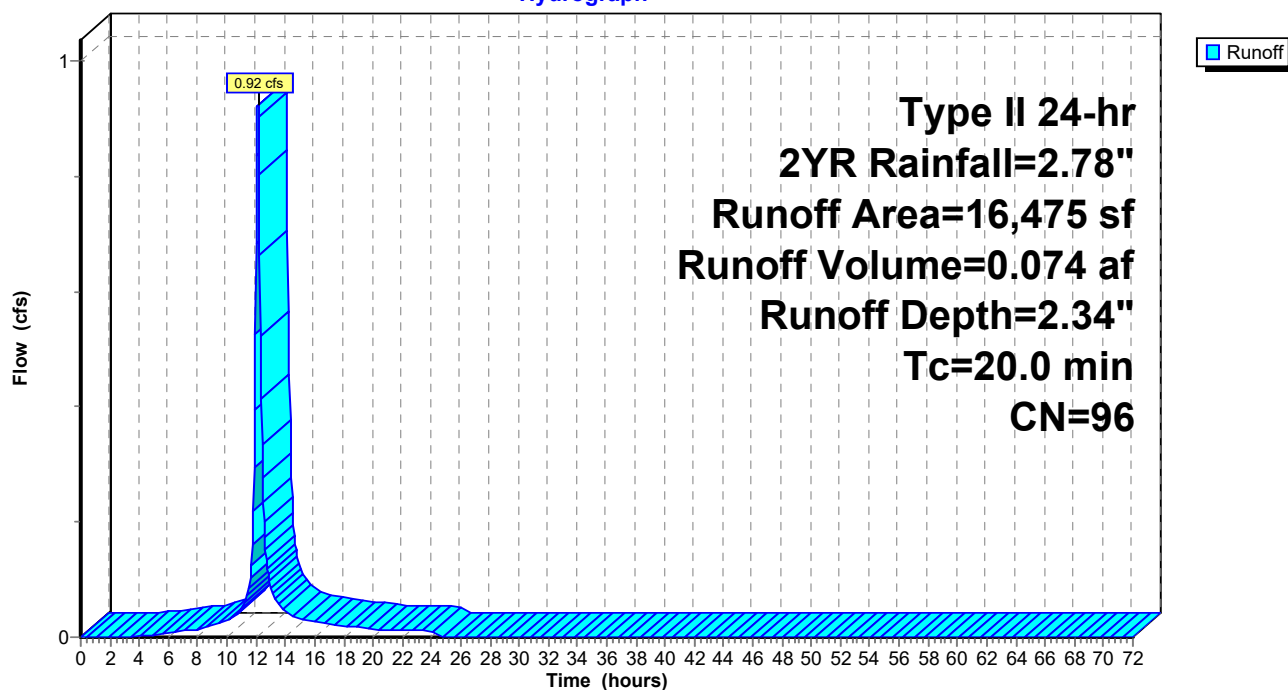
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type II 24-hr 2YR Rainfall=2.78"

Area (sf)	CN	Description
16,475	96	Gravel surface, HSG A
16,475		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 1S: Existing West

Hydrograph



Inver Grove

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Type II 24-hr 2YR Rainfall=2.78"

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Page 8

Summary for Subcatchment 2S: Proposed East

Runoff = 1.69 cfs @ 12.12 hrs, Volume= 0.134 af, Depth= 2.34"
Routed to Pond 4P : Infiltration Basin

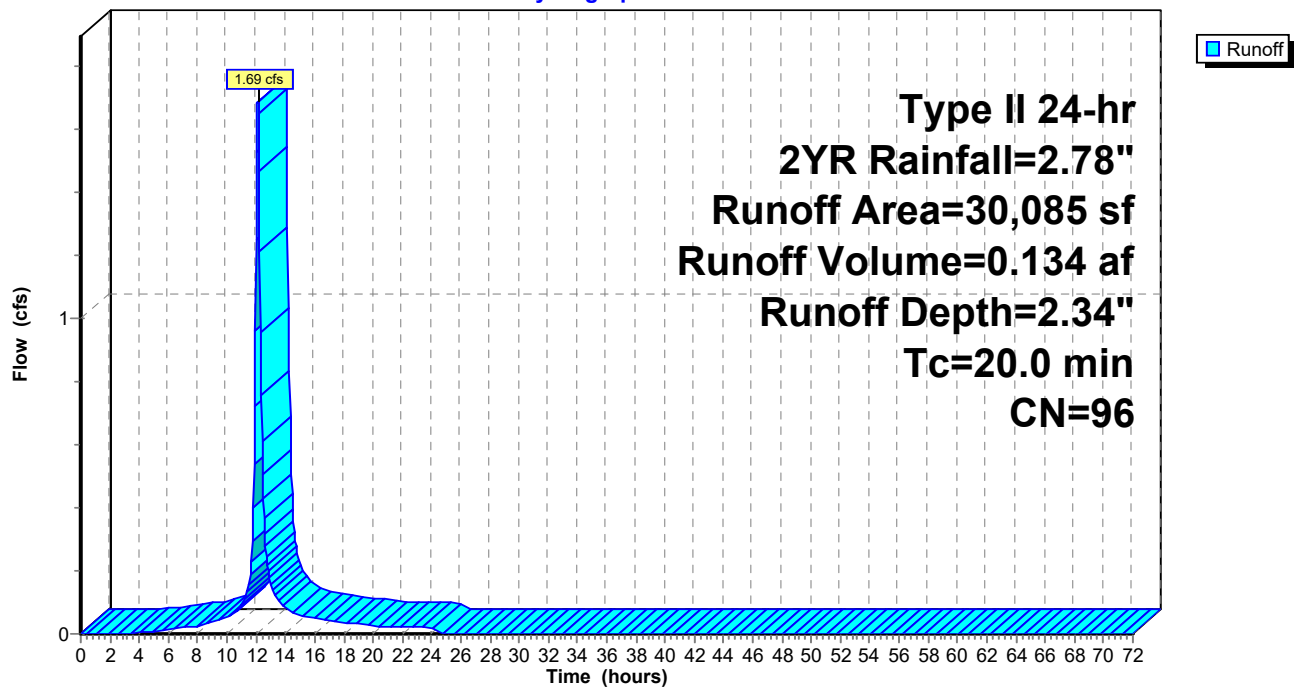
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type II 24-hr 2YR Rainfall=2.78"

Area (sf)	CN	Description
30,085	96	Gravel surface, HSG A
30,085		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 2S: Proposed East

Hydrograph



Inver Grove

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Type II 24-hr 2YR Rainfall=2.78"

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Summary for Subcatchment 3S: Existing East

Runoff = 0.92 cfs @ 12.12 hrs, Volume= 0.074 af, Depth= 2.34"

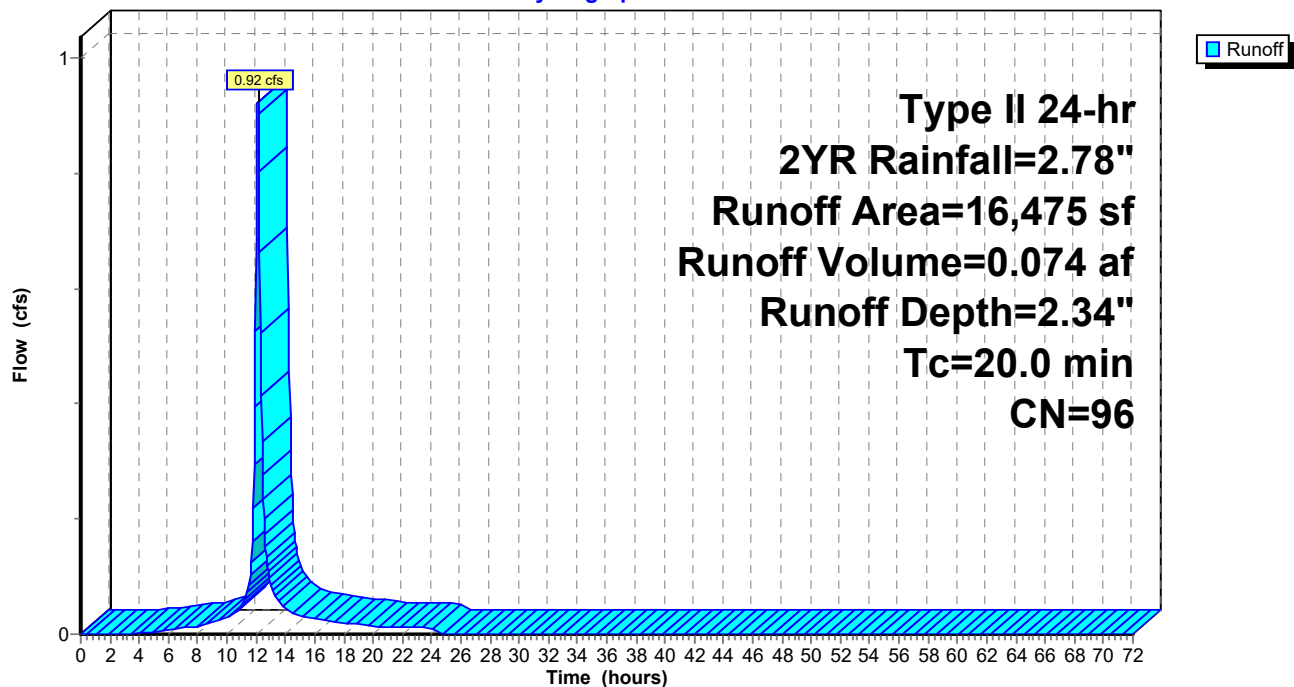
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type II 24-hr 2YR Rainfall=2.78"

Area (sf)	CN	Description
16,475	96	Gravel surface, HSG A
16,475		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 3S: Existing East

Hydrograph



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Type II 24-hr 2YR Rainfall=2.78"

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Summary for Pond 4P: Infiltration Basin

Inflow Area = 0.691 ac, 0.00% Impervious, Inflow Depth = 2.34" for 2YR event
 Inflow = 1.69 cfs @ 12.12 hrs, Volume= 0.134 af
 Outflow = 0.32 cfs @ 12.60 hrs, Volume= 0.134 af, Atten= 81%, Lag= 29.0 min
 Discarded = 0.32 cfs @ 12.60 hrs, Volume= 0.134 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
 Peak Elev= 882.97' @ 12.60 hrs Surf.Area= 2,292 sf Storage= 1,966 cf

Plug-Flow detention time= 44.0 min calculated for 0.134 af (100% of inflow)
 Center-of-Mass det. time= 44.0 min (831.7 - 787.7)

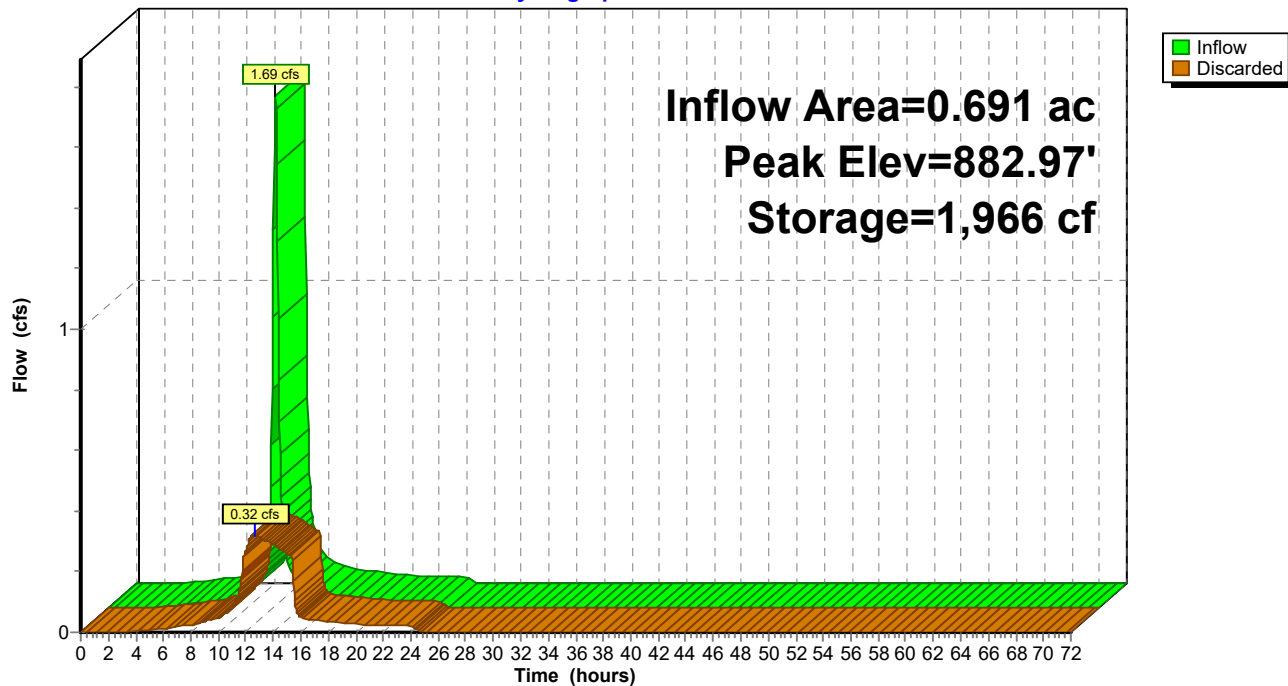
Volume	Invert	Avail.Storage	Storage Description
#1	882.00'	22,571 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
882.00	1,756	0	0
883.00	2,308	2,032	2,032
884.00	2,933	2,621	4,653
885.00	3,629	3,281	7,934
886.00	5,129	4,379	12,313
887.00	5,129	5,129	17,442
888.00	5,129	5,129	22,571

Device	Routing	Invert	Outlet Devices
#1	Discarded	882.00'	6.000 in/hr Exfiltration over Surface area

Discarded OutFlow Max=0.32 cfs @ 12.60 hrs HW=882.97' (Free Discharge)
 ↑**1=Exfiltration** (Exfiltration Controls 0.32 cfs)

Pond 4P: Infiltration Basin

Hydrograph



Inver Grove

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Type II 24-hr 10YR Rainfall=4.14"

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Time span=0.00-72.00 hrs, dt=0.05 hrs, 1441 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: Existing West

Runoff Area=16,475 sf 0.00% Impervious Runoff Depth=3.68"
Tc=20.0 min CN=96 Runoff=1.42 cfs 0.116 af

Subcatchment2S: Proposed East

Runoff Area=30,085 sf 0.00% Impervious Runoff Depth=3.68"
Tc=20.0 min CN=96 Runoff=2.60 cfs 0.212 af

Subcatchment3S: Existing East

Runoff Area=16,475 sf 0.00% Impervious Runoff Depth=3.68"
Tc=20.0 min CN=96 Runoff=1.42 cfs 0.116 af

Pond 4P: Infiltration Basin

Peak Elev=883.57' Storage=3,446 cf Inflow=2.60 cfs 0.212 af
Outflow=0.37 cfs 0.212 af

Total Runoff Area = 1.447 ac Runoff Volume = 0.444 af Average Runoff Depth = 3.68"
100.00% Pervious = 1.447 ac 0.00% Impervious = 0.000 ac

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Type II 24-hr 10YR Rainfall=4.14"

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Summary for Subcatchment 1S: Existing West

Runoff = 1.42 cfs @ 12.12 hrs, Volume= 0.116 af, Depth= 3.68"

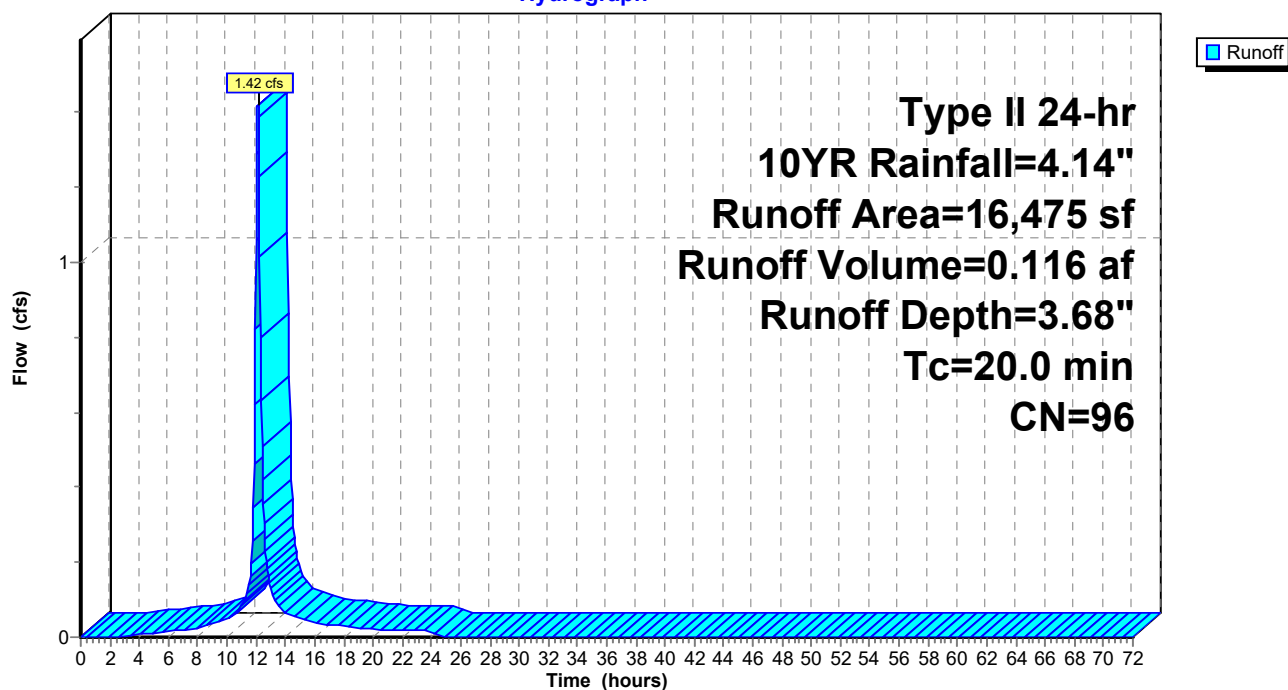
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type II 24-hr 10YR Rainfall=4.14"

Area (sf)	CN	Description
16,475	96	Gravel surface, HSG A
16,475		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 1S: Existing West

Hydrograph



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Type II 24-hr 10YR Rainfall=4.14"

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Summary for Subcatchment 2S: Proposed East

Runoff = 2.60 cfs @ 12.12 hrs, Volume= 0.212 af, Depth= 3.68"
Routed to Pond 4P : Infiltration Basin

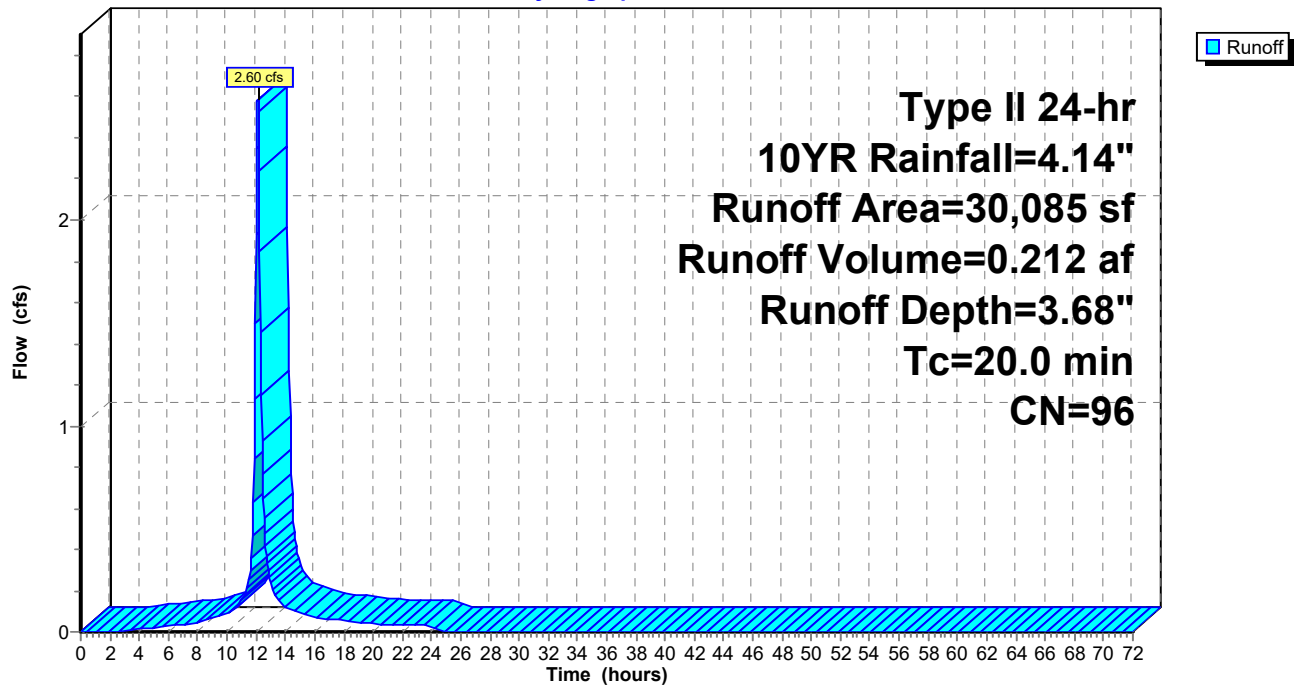
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type II 24-hr 10YR Rainfall=4.14"

Area (sf)	CN	Description
30,085	96	Gravel surface, HSG A
30,085		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 2S: Proposed East

Hydrograph



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Type II 24-hr 10YR Rainfall=4.14"

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Summary for Subcatchment 3S: Existing East

Runoff = 1.42 cfs @ 12.12 hrs, Volume= 0.116 af, Depth= 3.68"

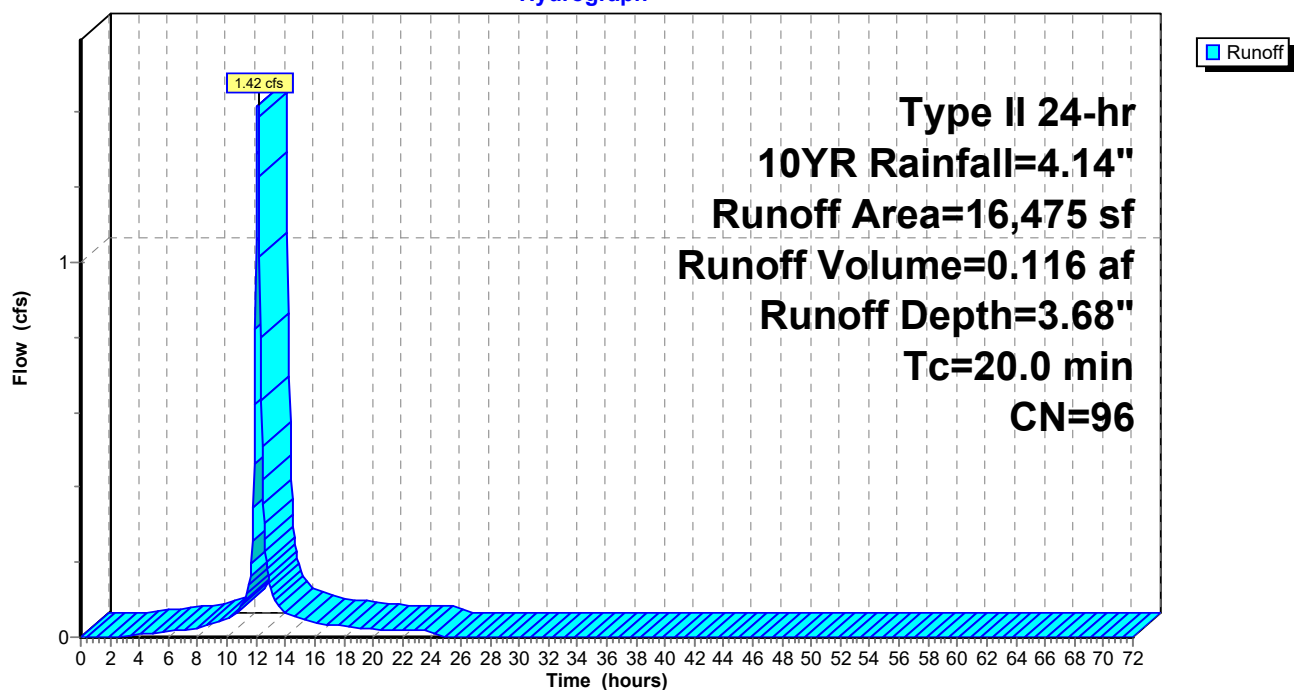
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type II 24-hr 10YR Rainfall=4.14"

Area (sf)	CN	Description
16,475	96	Gravel surface, HSG A
16,475		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 3S: Existing East

Hydrograph



Inver Grove

Type II 24-hr 10YR Rainfall=4.14"

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Summary for Pond 4P: Infiltration Basin

Inflow Area = 0.691 ac, 0.00% Impervious, Inflow Depth = 3.68" for 10YR event
 Inflow = 2.60 cfs @ 12.12 hrs, Volume= 0.212 af
 Outflow = 0.37 cfs @ 12.70 hrs, Volume= 0.212 af, Atten= 86%, Lag= 35.3 min
 Discarded = 0.37 cfs @ 12.70 hrs, Volume= 0.212 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
 Peak Elev= 883.57' @ 12.70 hrs Surf.Area= 2,664 sf Storage= 3,446 cf

Plug-Flow detention time= 70.8 min calculated for 0.212 af (100% of inflow)
 Center-of-Mass det. time= 70.8 min (847.2 - 776.4)

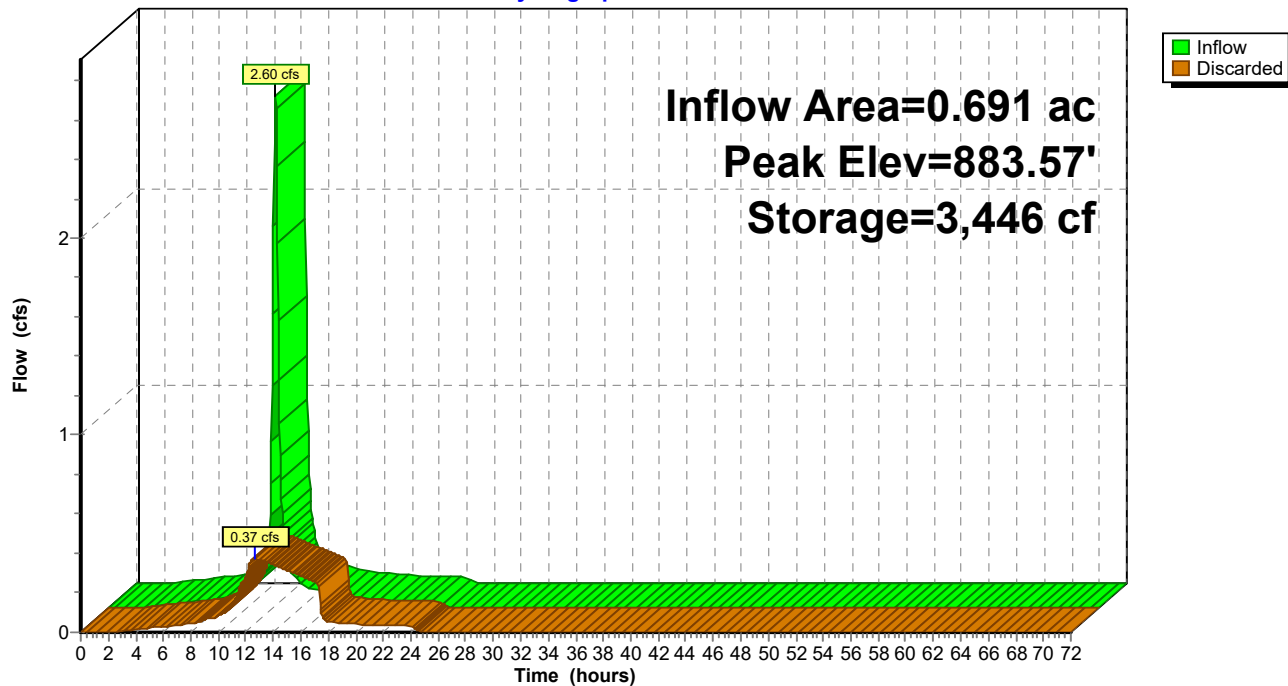
Volume	Invert	Avail.Storage	Storage Description
#1	882.00'	22,571 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
882.00	1,756	0	0
883.00	2,308	2,032	2,032
884.00	2,933	2,621	4,653
885.00	3,629	3,281	7,934
886.00	5,129	4,379	12,313
887.00	5,129	5,129	17,442
888.00	5,129	5,129	22,571

Device	Routing	Invert	Outlet Devices
#1	Discarded	882.00'	6.000 in/hr Exfiltration over Surface area

Discarded OutFlow Max=0.37 cfs @ 12.70 hrs HW=883.57' (Free Discharge)
 ↑**1=Exfiltration** (Exfiltration Controls 0.37 cfs)

Pond 4P: Infiltration Basin

Hydrograph



Inver Grove*Type II 24-hr 100YR Rainfall=7.42"*

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Time span=0.00-72.00 hrs, dt=0.05 hrs, 1441 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: Existing WestRunoff Area=16,475 sf 0.00% Impervious Runoff Depth=6.94"
Tc=20.0 min CN=96 Runoff=2.60 cfs 0.219 af**Subcatchment2S: Proposed East**Runoff Area=30,085 sf 0.00% Impervious Runoff Depth=6.94"
Tc=20.0 min CN=96 Runoff=4.75 cfs 0.400 af**Subcatchment3S: Existing East**Runoff Area=16,475 sf 0.00% Impervious Runoff Depth=6.94"
Tc=20.0 min CN=96 Runoff=2.60 cfs 0.219 af**Pond 4P: Infiltration Basin**Peak Elev=884.84' Storage=7,349 cf Inflow=4.75 cfs 0.400 af
Outflow=0.49 cfs 0.400 af**Total Runoff Area = 1.447 ac Runoff Volume = 0.837 af Average Runoff Depth = 6.94"**
100.00% Pervious = 1.447 ac 0.00% Impervious = 0.000 ac

Inver Grove

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Type II 24-hr 100YR Rainfall=7.42"

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Summary for Subcatchment 1S: Existing West

Runoff = 2.60 cfs @ 12.11 hrs, Volume= 0.219 af, Depth= 6.94"

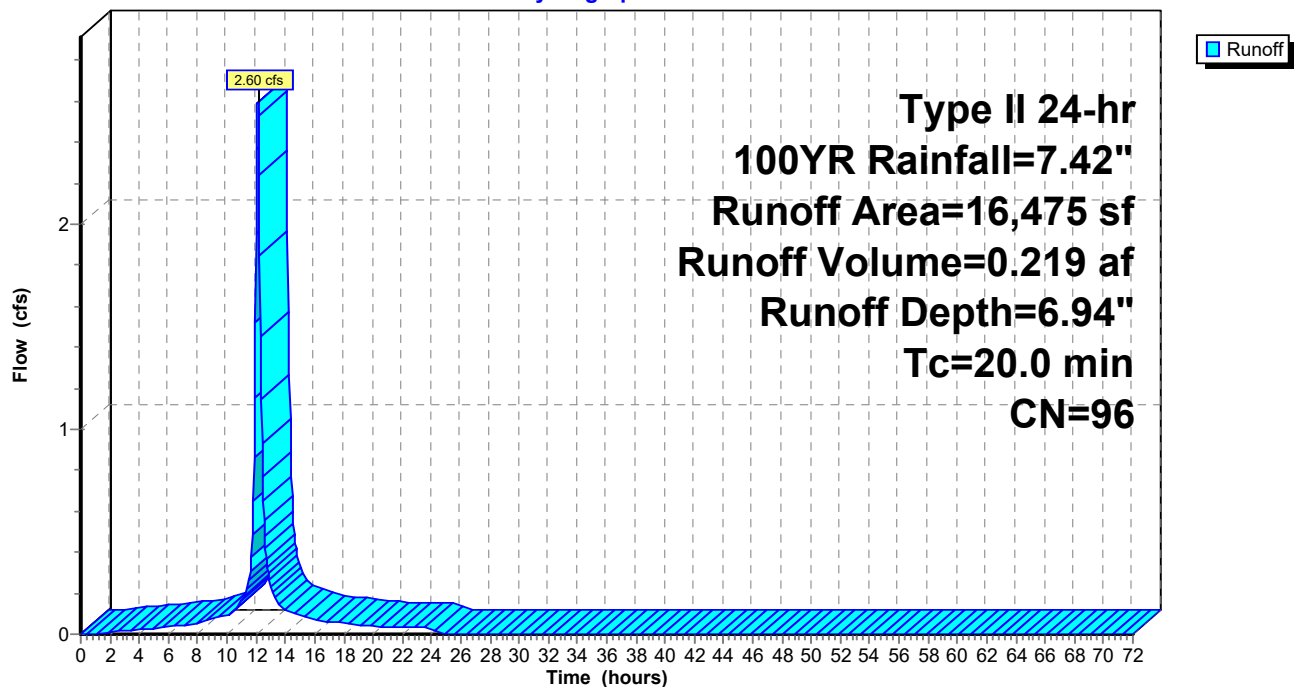
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type II 24-hr 100YR Rainfall=7.42"

Area (sf)	CN	Description
16,475	96	Gravel surface, HSG A
16,475		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 1S: Existing West

Hydrograph



Inver Grove

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Type II 24-hr 100YR Rainfall=7.42"

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Summary for Subcatchment 2S: Proposed East

Runoff = 4.75 cfs @ 12.11 hrs, Volume= 0.400 af, Depth= 6.94"
Routed to Pond 4P : Infiltration Basin

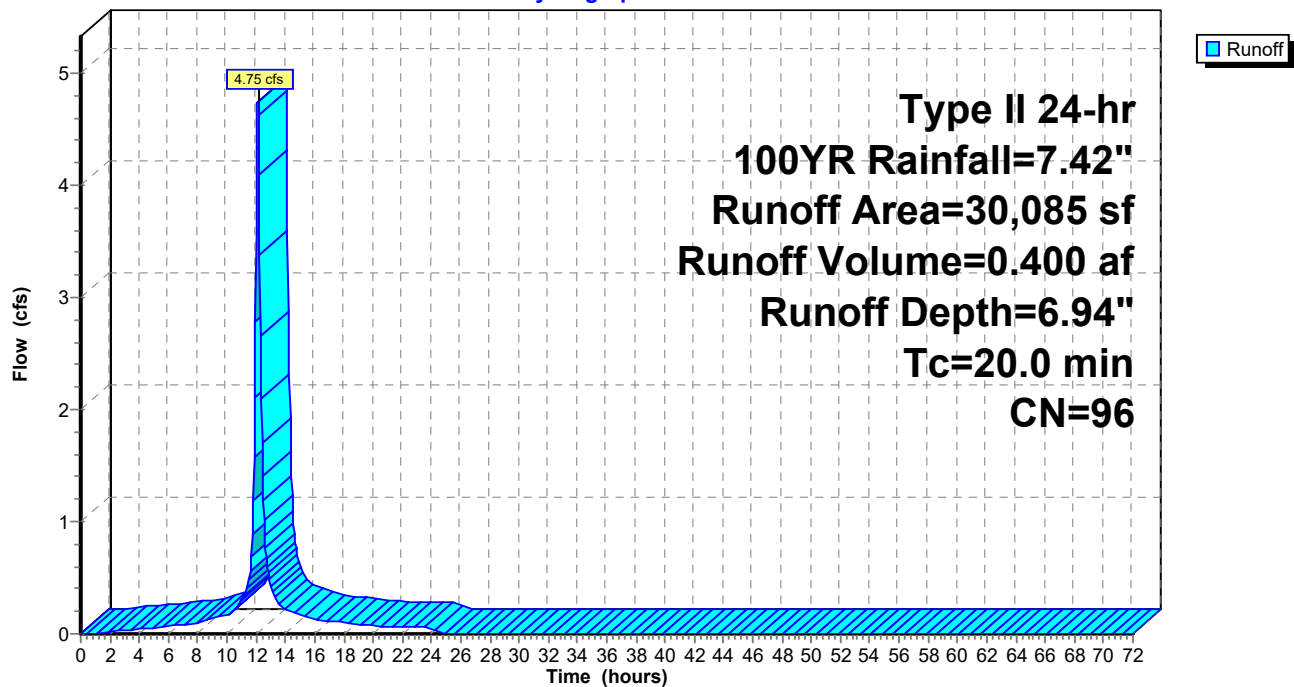
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type II 24-hr 100YR Rainfall=7.42"

Area (sf)	CN	Description
30,085	96	Gravel surface, HSG A
30,085		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 2S: Proposed East

Hydrograph



Inver Grove

Prepared by Ulteig Engineers

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Type II 24-hr 100YR Rainfall=7.42"

Printed 6/26/2024

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Summary for Subcatchment 3S: Existing East

Runoff = 2.60 cfs @ 12.11 hrs, Volume= 0.219 af, Depth= 6.94"

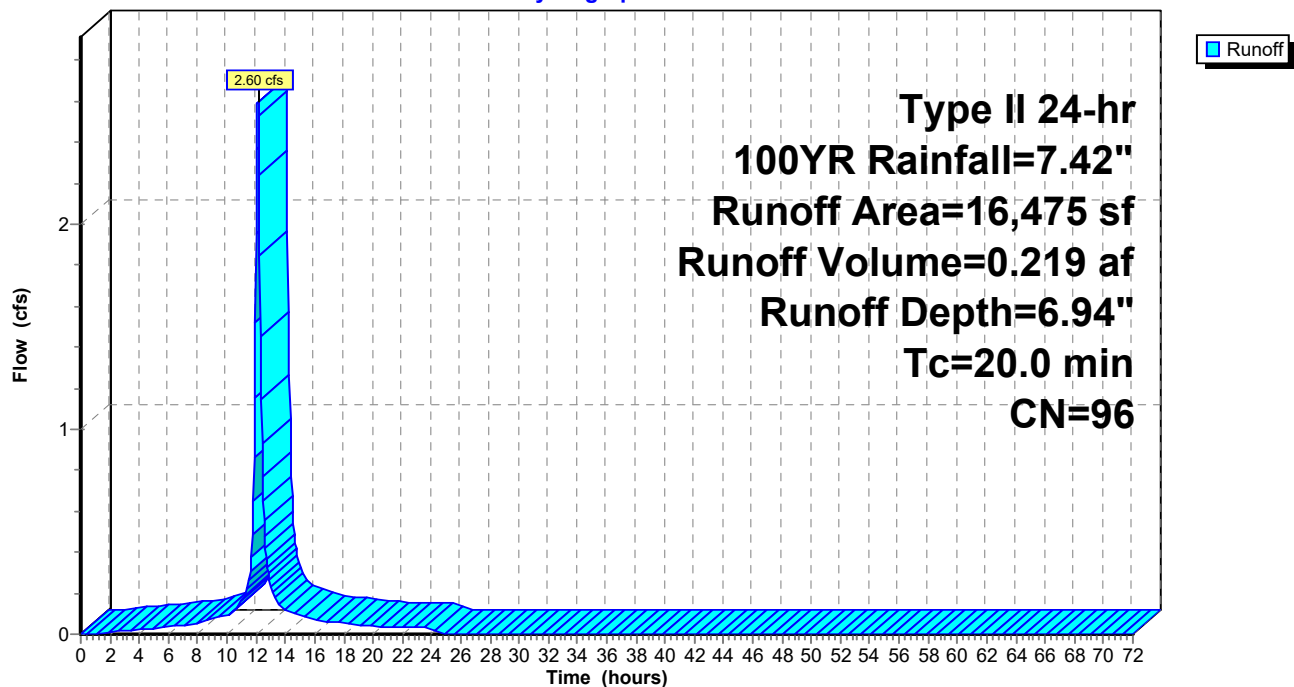
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type II 24-hr 100YR Rainfall=7.42"

Area (sf)	CN	Description
16,475	96	Gravel surface, HSG A
16,475		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 3S: Existing East

Hydrograph



Inver Grove

Prepared by Ulteig Engineers

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Type II 24-hr 100YR Rainfall=7.42"

Printed 6/26/2024

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Summary for Pond 4P: Infiltration Basin

Inflow Area = 0.691 ac, 0.00% Impervious, Inflow Depth = 6.94" for 100YR event
 Inflow = 4.75 cfs @ 12.11 hrs, Volume= 0.400 af
 Outflow = 0.49 cfs @ 12.87 hrs, Volume= 0.400 af, Atten= 90%, Lag= 45.3 min
 Discarded = 0.49 cfs @ 12.87 hrs, Volume= 0.400 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
 Peak Elev= 884.84' @ 12.87 hrs Surf.Area= 3,515 sf Storage= 7,349 cf

Plug-Flow detention time= 130.0 min calculated for 0.399 af (100% of inflow)
 Center-of-Mass det. time= 129.9 min (892.7 - 762.8)

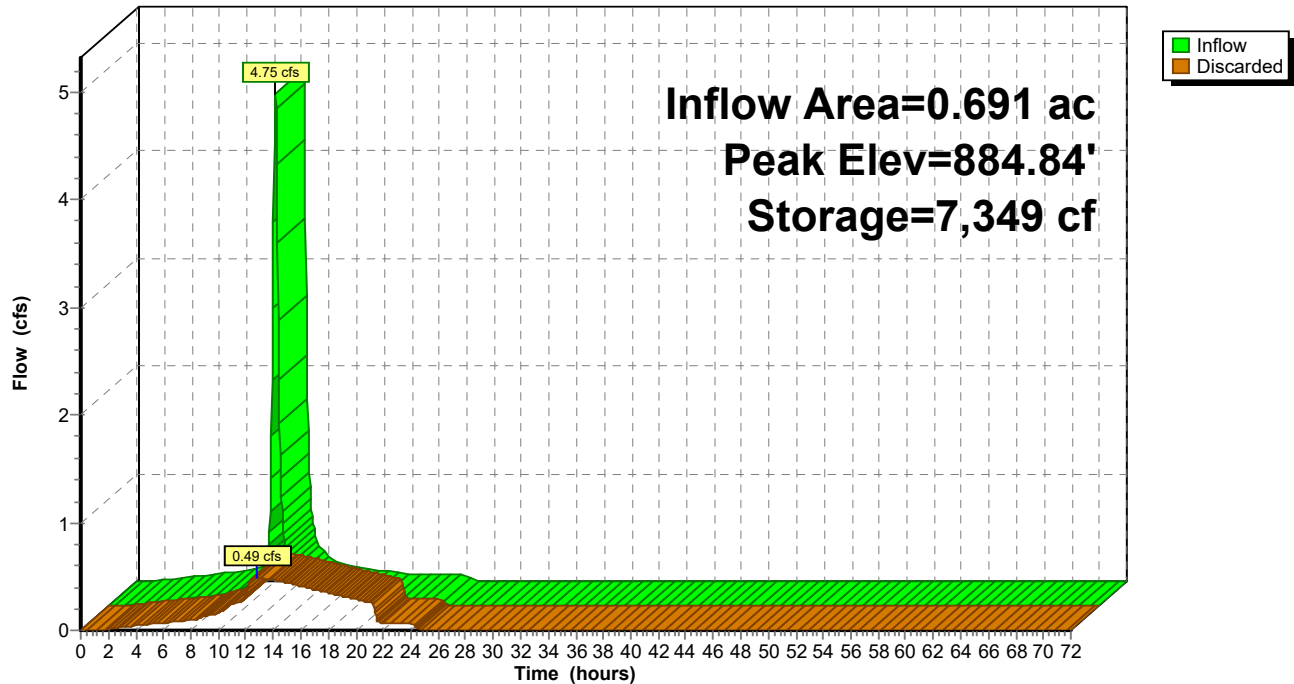
Volume	Invert	Avail.Storage	Storage Description
#1	882.00'	22,571 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
882.00	1,756	0	0
883.00	2,308	2,032	2,032
884.00	2,933	2,621	4,653
885.00	3,629	3,281	7,934
886.00	5,129	4,379	12,313
887.00	5,129	5,129	17,442
888.00	5,129	5,129	22,571

Device	Routing	Invert	Outlet Devices
#1	Discarded	882.00'	6.000 in/hr Exfiltration over Surface area

Discarded OutFlow Max=0.49 cfs @ 12.87 hrs HW=884.84' (Free Discharge)
 ↑ **1=Exfiltration** (Exfiltration Controls 0.49 cfs)

Pond 4P: Infiltration Basin

Hydrograph



NOAA Atlas 14, Volume 8, Version 2
Location name: Inver Grove Heights, Minnesota,
USA*



Latitude: 44.7979°, Longitude: -93.0641°

Elevation: 888 ft**

* source: ESRI Maps

** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerals](#)

PF tabular

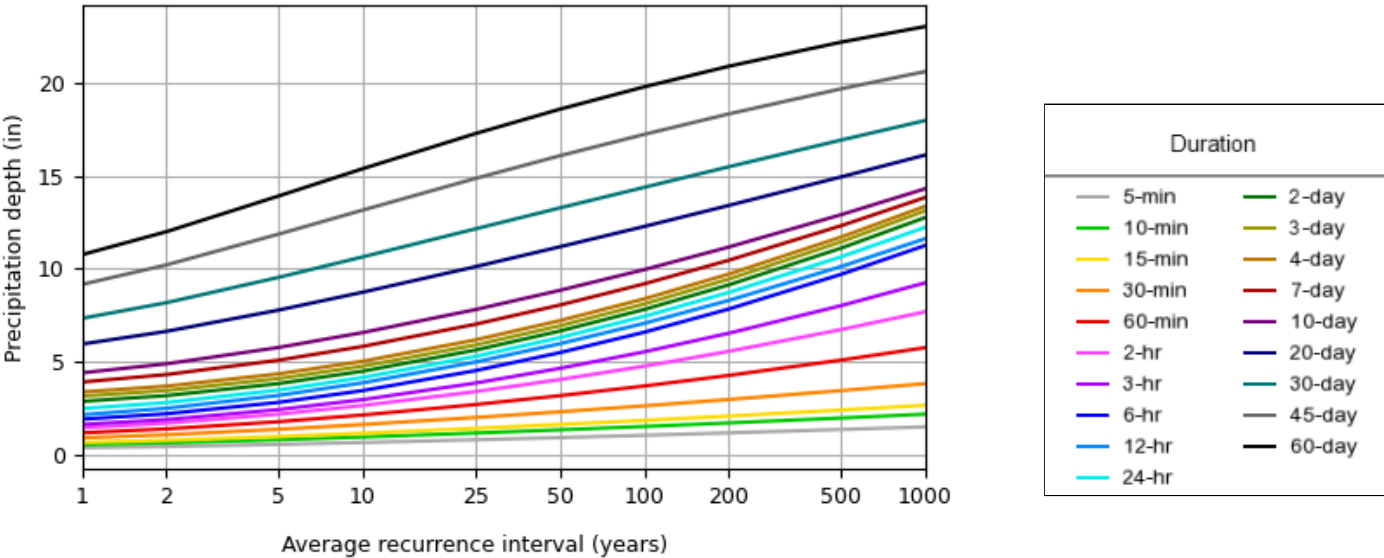
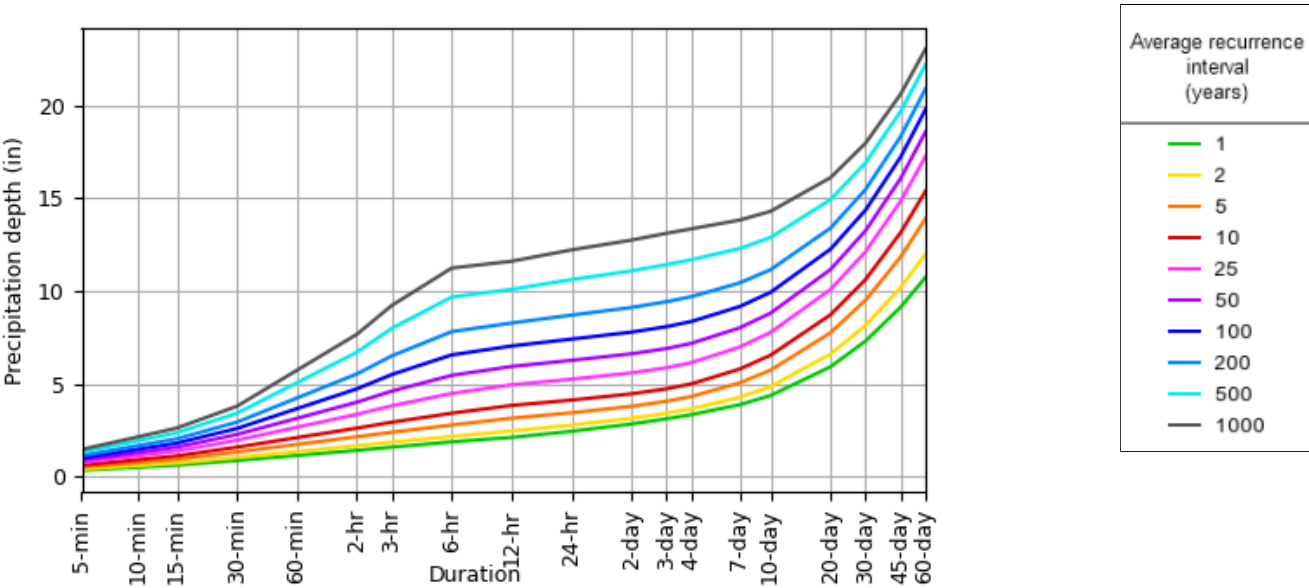
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.355 (0.274-0.459)	0.421 (0.326-0.546)	0.535 (0.412-0.696)	0.635 (0.487-0.831)	0.781 (0.582-1.07)	0.899 (0.654-1.25)	1.02 (0.720-1.46)	1.15 (0.780-1.70)	1.33 (0.869-2.04)	1.48 (0.936-2.29)
10-min	0.520 (0.402-0.673)	0.617 (0.477-0.800)	0.784 (0.604-1.02)	0.930 (0.713-1.22)	1.14 (0.852-1.57)	1.32 (0.958-1.83)	1.50 (1.05-2.14)	1.69 (1.14-2.50)	1.95 (1.27-2.98)	2.16 (1.37-3.35)
15-min	0.634 (0.490-0.820)	0.752 (0.581-0.975)	0.956 (0.736-1.24)	1.14 (0.869-1.48)	1.39 (1.04-1.91)	1.60 (1.17-2.23)	1.82 (1.28-2.61)	2.06 (1.39-3.04)	2.38 (1.55-3.64)	2.64 (1.67-4.08)
30-min	0.884 (0.684-1.14)	1.05 (0.814-1.36)	1.35 (1.04-1.75)	1.60 (1.23-2.10)	1.98 (1.48-2.72)	2.29 (1.66-3.18)	2.61 (1.84-3.74)	2.95 (2.00-4.37)	3.43 (2.23-5.24)	3.80 (2.41-5.89)
60-min	1.16 (0.894-1.50)	1.37 (1.06-1.77)	1.75 (1.35-2.28)	2.12 (1.62-2.76)	2.67 (2.01-3.71)	3.15 (2.31-4.43)	3.68 (2.60-5.31)	4.25 (2.89-6.33)	5.07 (3.32-7.79)	5.74 (3.64-8.89)
2-hr	1.43 (1.11-1.83)	1.68 (1.31-2.16)	2.16 (1.68-2.78)	2.63 (2.03-3.40)	3.37 (2.57-4.67)	4.02 (2.98-5.62)	4.74 (3.39-6.82)	5.54 (3.81-8.21)	6.71 (4.44-10.2)	7.68 (4.92-11.8)
3-hr	1.60 (1.26-2.04)	1.87 (1.46-2.39)	2.40 (1.88-3.08)	2.94 (2.29-3.79)	3.83 (2.95-5.31)	4.62 (3.45-6.46)	5.51 (3.98-7.92)	6.52 (4.52-9.64)	8.00 (5.33-12.2)	9.23 (5.95-14.1)
6-hr	1.89 (1.49-2.39)	2.18 (1.72-2.76)	2.79 (2.20-3.55)	3.43 (2.69-4.38)	4.50 (3.51-6.22)	5.47 (4.13-7.60)	6.57 (4.80-9.38)	7.82 (5.48-11.5)	9.68 (6.53-14.6)	11.2 (7.32-17.0)
12-hr	2.13 (1.70-2.66)	2.48 (1.97-3.10)	3.16 (2.51-3.98)	3.85 (3.04-4.87)	4.96 (3.88-6.73)	5.95 (4.52-8.14)	7.05 (5.18-9.92)	8.28 (5.85-12.0)	10.1 (6.87-15.1)	11.6 (7.64-17.4)
24-hr	2.46 (1.98-3.05)	2.78 (2.24-3.46)	3.45 (2.77-4.30)	4.14 (3.30-5.18)	5.26 (4.16-7.08)	6.28 (4.82-8.52)	7.42 (5.51-10.4)	8.71 (6.22-12.5)	10.6 (7.30-15.7)	12.2 (8.12-18.1)
2-day	2.85 (2.31-3.50)	3.16 (2.56-3.88)	3.80 (3.08-4.69)	4.48 (3.60-5.55)	5.60 (4.48-7.47)	6.63 (5.14-8.92)	7.80 (5.85-10.8)	9.12 (6.58-13.0)	11.1 (7.71-16.3)	12.7 (8.56-18.8)
3-day	3.13 (2.55-3.82)	3.43 (2.80-4.19)	4.07 (3.31-4.99)	4.74 (3.84-5.85)	5.88 (4.72-7.78)	6.91 (5.39-9.24)	8.09 (6.11-11.1)	9.43 (6.85-13.4)	11.4 (8.00-16.7)	13.1 (8.86-19.2)
4-day	3.35 (2.75-4.08)	3.67 (3.00-4.46)	4.33 (3.53-5.28)	5.01 (4.07-6.15)	6.15 (4.96-8.09)	7.19 (5.63-9.55)	8.37 (6.34-11.4)	9.70 (7.07-13.7)	11.7 (8.21-17.0)	13.4 (9.07-19.5)
7-day	3.89 (3.21-4.69)	4.29 (3.54-5.18)	5.06 (4.16-6.13)	5.81 (4.75-7.08)	6.99 (5.63-9.02)	8.03 (6.30-10.5)	9.17 (6.98-12.4)	10.4 (7.65-14.5)	12.3 (8.69-17.6)	13.8 (9.47-20.0)
10-day	4.38 (3.63-5.26)	4.87 (4.03-5.85)	5.75 (4.75-6.93)	6.55 (5.38-7.94)	7.78 (6.27-9.92)	8.82 (6.94-11.4)	9.94 (7.58-13.2)	11.2 (8.19-15.4)	12.9 (9.13-18.3)	14.3 (9.85-20.6)
20-day	5.93 (4.96-7.05)	6.62 (5.53-7.87)	7.76 (6.47-9.26)	8.73 (7.24-10.5)	10.1 (8.14-12.6)	11.2 (8.82-14.2)	12.3 (9.40-16.0)	13.4 (9.89-18.1)	14.9 (10.6-20.9)	16.1 (11.2-23.0)
30-day	7.31 (6.15-8.64)	8.16 (6.86-9.65)	9.52 (7.98-11.3)	10.6 (8.86-12.7)	12.1 (9.80-14.9)	13.3 (10.5-16.6)	14.4 (11.0-18.6)	15.5 (11.5-20.7)	16.9 (12.1-23.4)	18.0 (12.6-25.5)
45-day	9.14 (7.73-10.7)	10.2 (8.61-12.0)	11.8 (9.98-14.0)	13.1 (11.0-15.6)	14.8 (12.0-18.1)	16.1 (12.8-20.0)	17.2 (13.3-22.1)	18.3 (13.6-24.3)	19.7 (14.1-27.0)	20.6 (14.5-29.0)
60-day	10.7 (9.12-12.6)	12.0 (10.2-14.0)	13.9 (11.8-16.3)	15.4 (12.9-18.2)	17.3 (14.0-20.9)	18.6 (14.8-22.9)	19.8 (15.3-25.2)	20.9 (15.6-27.5)	22.2 (16.0-30.2)	23.0 (16.3-32.3)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

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PF graphical

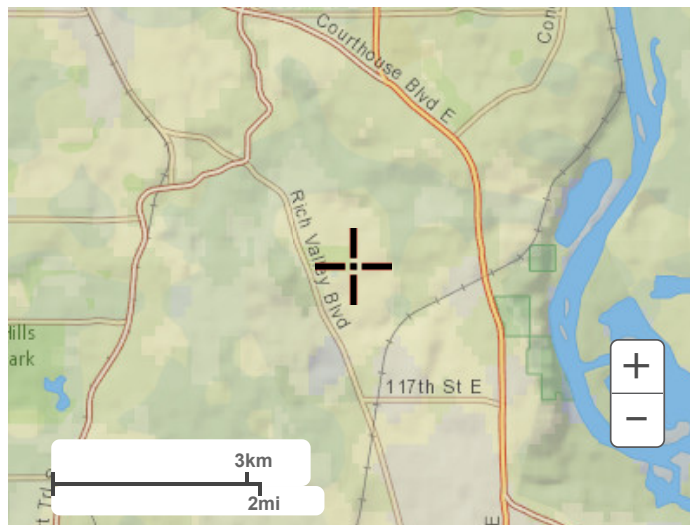
PDS-based depth-duration-frequency (DDF) curves
Latitude: 44.7979°, Longitude: -93.0641°



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Maps & aerials

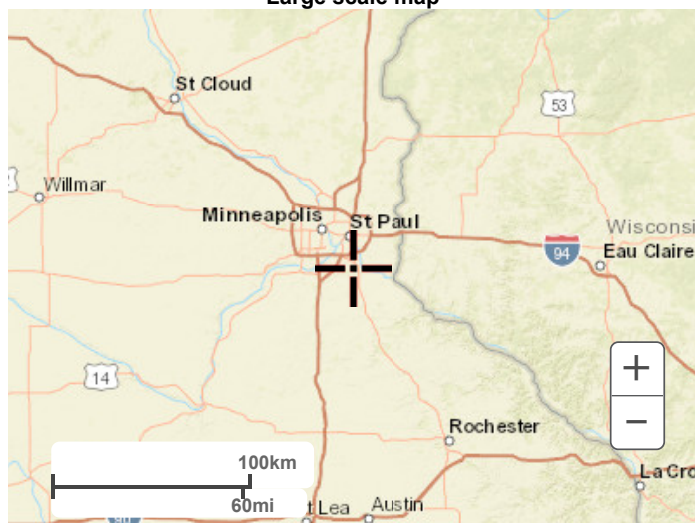
Small scale terrain



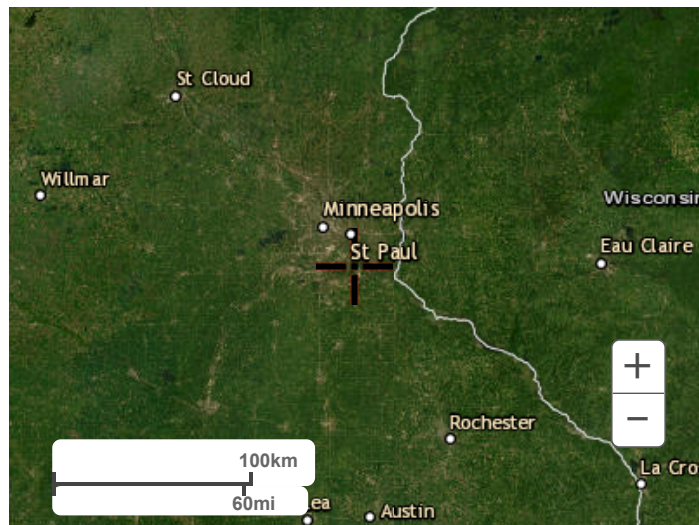
Large scale terrain



Large scale map



Large scale aerial



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Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

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June 21, 2024

Ms. Jill Anderson
Transmission Line Senior Engineer
Ulteig
3350 38th Ave S
Fargo, ND 58104

Cc: Timothy Rogers; Timothy.G.Rodgers@xcelenergy.com

Re: Soil Infiltration Capacity Assessment
Xcel Lines 5580-5581 – UMP-IVG; Rosemount, MN
WO# 110729734
AET Project No. P-0029751

Dear Ms. Anderson:

This letter presents the results of our assessment of the soil infiltration rate(s) based on soil borings performed near the existing Xcel Substation in Rosemount, Minnesota under Xcel WO# 110729734. We understand Xcel Energy Services (Xcel) will be expanding the existing Rosemount Substation which will require additional site grading. In order to better manage surface water run-off from this development area, Xcel will be constructing a small infiltration basin to capture and infiltrate stormwater. Ulteig has requested American Engineering and Testing (AET) to assess soil infiltration rates (Hydraulic Conductivity) in the vicinity of the planned stormwater infiltration basin based on recent soil borings we performed at the project site.

Background

AET performed three Standard Penetration Test (SPT) borings (SB-1-Sub, SB-2-Sub, and SB-3-Sub) near the existing Xcel Rosemount Substation on April 22nd and 24th, 2024 as part of the Xcel Lines 5580-5581 – UMP-IVG project (WO#110729734). The attached Figure 1 shows the approximate soil boring locations. The borings were drilled to depths of about 51 feet. A copy of the draft boring logs are attached to this letter. In summary, at the boring locations, we found 1 to 2 feet of surficial fill or topsoil underlain by mostly coarse alluvial Sand (SP) and Sand with Silt (SP-SM) with varying amounts of gravel extending to the maximum depth of the borings, about 51 feet. The relative density of the sand deposits based on SPT blow counts (N-values) ranged from loose to medium dense. We did not observe groundwater in the borings during or after drilling.

550 Cleveland Avenue North | Saint Paul, MN 55114

Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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Estimate Soil Infiltration rate

We estimated subsoil hydraulic conductivity based on soil samples collected from Borings SB-1-Sub, SB-2-Sub, and SB-3-Sub at a depth of about 2 feet from their grain size distribution using the Kozeny-Carman Equation. The result from this test is provided below in Table 1.0. It should be noted that no correction or safety factors have been applied to these values, including infiltration degradation with time or reduced flow due to high groundwater table.

Table 1.0 – Kozeny-Carman Equation Estimated Hydraulic Conductivity

Boring No.	Approximate Depth (feet)	USCS Soil Type	Approximate Hydraulic Conductivity (Estimated Infiltration Rate (inches/hour))
SB-1-SUB	2	SP	31
SB-2-SUB	2	SP	21
SB-3-SUB	2	SP-SM	18

The average hydraulic conductivity for the three samples is 23 inches/hour. If you need any further information regarding soil infiltration, please contact me.

Sincerely,

American Engineering Testing, Inc.



John Starke, PE
Senior Geotechnical Engineer
Phone: 651-659-1335
Email: jstarke@amengtest.com

Attachments:

Figure 1
Boring Logs
Lab Test Results



	Project: Xcel Lines 5580-5581 – UMP-IVG Rosemount, MN		AET Report No.: P-0029751	
	Subject: Approximate Soil Boring Locations		Date: 6/21/2024	
	Scale: Shown	Prepared By: JOS	Checked By: JOS	Figure 1



SUBSURFACE BORING LOG

AET No: **P-29751** Log of Boring No. **SB-1-Sub (p. 1 of 2)**
 Project: **Envis - Lines 0742, 5578, 5579, 5580, IVG Sub; Rosemount, MN**

DEPTH IN FEET	Surface Elevation 885.7 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	SANDY LEAN CLAY, trace roots, dark brown to brown, soft (CL)	TOPSOIL OR FILL	3	M	SS	14	35				
2	SAND, a little gravel, fine to medium grained, light brown, moist, loose (SP)	COARSE ALLUVIUM	8	M	SS	10					2
3											
4											
5			9	M	SS	18					
6											
7											
8			7	M	SS	18					
9											
10			9	M	SS	20					
11											
12											
13			7	M	SS	16					
14											
15			9	M	SS	14					
16											
17											
18											
19											
20			8	M	SS	16					
21											
22											
23											
24											
25			9	M	SS	14					

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
0-49½'	3.25" HSA	4/24/24	10:36	51.0	49.5	51.0		None	
BORING COMPLETED: 4/24/24									
DR: TA LG: DK Rig: 96									

AET_CORP P-0029751 - AET GEO LINE 5580 IVG-LUMP CIRCUIT 1.GPJ AET+CPT+WELL GDT 6/20/24



SUBSURFACE BORING LOG

AET No: **P-29751** Log of Boring No. **SB-1-Sub (p. 2 of 2)**
 Project: **Envis - Lines 0742, 5578, 5579, 5580, IVG Sub; Rosemount, MN**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
27	SAND, a little gravel, fine to medium grained, light brown, moist, loose (SP) <i>(continued)</i>	COARSE ALLUVIUM <i>(continued)</i>									
28	SAND WITH GRAVEL, medium to fine grained, light brown, moist, medium dense (SP)										
29											
30			14	M	SS	12					
31											
32											
33	SAND, a little gravel, fine to medium grained, light brown, moist, medium dense (SP)										
34											
35			17	M	SS	16					
36											
37											
38											
39											
40		14	M	SS	12						
41											
42											
43	SAND WITH GRAVEL, medium to fine grained, light brown, moist, medium dense (SP)										
44											
45		15	M	SS	10						
46											
47											
48											
49											
50		19	M	SS	8						
51	END OF BORING										

AET_CORP P-0029751 - AET GEO LINE 5580 IVG-UMP CIRCUIT 1.GPJ AET+CPT+WELL.GDT 6/20/24



SUBSURFACE BORING LOG

AET No: **P-29751** Log of Boring No. **SB-2-Sub (p. 1 of 2)**
 Project: **Envis - Lines 0742, 5578, 5579, 5580, IVG Sub; Rosemount, MN**

DEPTH IN FEET	Surface Elevation 887.0 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	FILL, mixture of silty sand and clayey sand, brown	FILL	4	M	SS	16	9				
2	SAND, a little gravel, fine to medium grained, light brown, moist, loose (SP)	COARSE ALLUVIUM									
3			5	M	SS	18					3
4											
5			7	M	SS	18					
6											
7			10	M	SS	20					
8											
9	SAND, medium to fine grained, light brown, moist, medium dense to loose (SP)		11	M	SS	20					
10											
11			10	M	SS	22					
12											
13	SAND, fine grained, light brown, moist, loose, lenses of fine silt sand (SP)		8	M	SS	16					
14											
15			10	M	SS	16					
16											
17											
18	SAND, a little gravel, medium to fine grained, light brown, moist, loose to medium dense (SP)										
19											
20			11	M	SS	14					
21											
22											
23											
24											
25											

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-49½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		4/22/24	1:05	51.0	49.5	50.2		None	
BORING COMPLETED: 4/22/24									
DR: TA LG: DK Rig: 96									

AET CORP P-0029751 - AET GEO LINE 5580 IVG-UMP CIRCUIT 1.GPJ AET+CPT+WELL.GDT 6/20/24

SUBSURFACE BORING LOG

AET No: **P-29751**

Log of Boring No. **SB-2-Sub (p. 2 of 2)**

Project: **Envis - Lines 0742, 5578, 5579, 5580, IVG Sub; Rosemount, MN**

DEPTH IN FEET	MATERIAL DESCRIPTION		GEOLOGY	N	MC	SAMPLE TYPE		REC IN.	FIELD & LABORATORY TESTS					
									WC	DEN	LL	PL	%-#200	
27	SAND, a little gravel, medium to fine grained, light brown, moist, loose to medium dense (SP) <i>(continued)</i>		COARSE ALLUVIUM <i>(continued)</i>	13	M		SS	16	26					
28														
29														
30														
31														
32														
33	SILT, brown, wet, medium dense (ML)		FINE ALLUVIUM	12	W		SS	18						
34														
35														
36														
37														
38														
39	SAND, fine to medium grained, light brown, moist, medium dense (SP)		COARSE ALLUVIUM	19	M		SS	20						
40														
41	SAND WITH GRAVEL, medium to fine grained, light brown, moist, medium dense (SP)			23	M		SS	14						
42														
43														
44														
45														
46														
47														
48														
49														
50														
51	END OF BORING													



SUBSURFACE BORING LOG

AET No: **P-29751** Log of Boring No. **SB-3-Sub (p. 1 of 2)**
 Project: **Envis - Lines 0742, 5578, 5579, 5580, IVG Sub; Rosemount, MN**

DEPTH IN FEET	Surface Elevation 887.8 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	FILL, mostly clayey sand, trace roots, dark brown to brown	FILL	5	M	SS	16	16				
2											
3	SAND, a little gravel, fine to medium grained, brown to light brown, moist, very loose to loose (SP)	COARSE ALLUVIUM	3	M	SS	14					11
4											
5			5	M	SS	12					
6											
7	SAND, a little gravel, fine to medium grained, light brown, moist, medium dense to loose, lens of silt at about 35' (SP)		11	M	SS	16					
8											
9											
10			12	M	SS	14					
11											
12											
13			7	M	SS	20					
14											
15			5	M	SS	16					
16											
17											
18											
19											
20			5	M	SS	18					
21											
22											
23											
24											
25			11	M	SS	14					

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-49½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		4/22/24	9:00	51.0	49.5	51.0		None	
BORING COMPLETED: 4/22/24									
DR: TA LG: DK Rig: 96									

AET CORP P-0029751 - AET GEO LINE 5580 IVG-JUMP CIRCUIT 1.GPJ AET+CPT+WELL.GDT 6/20/24

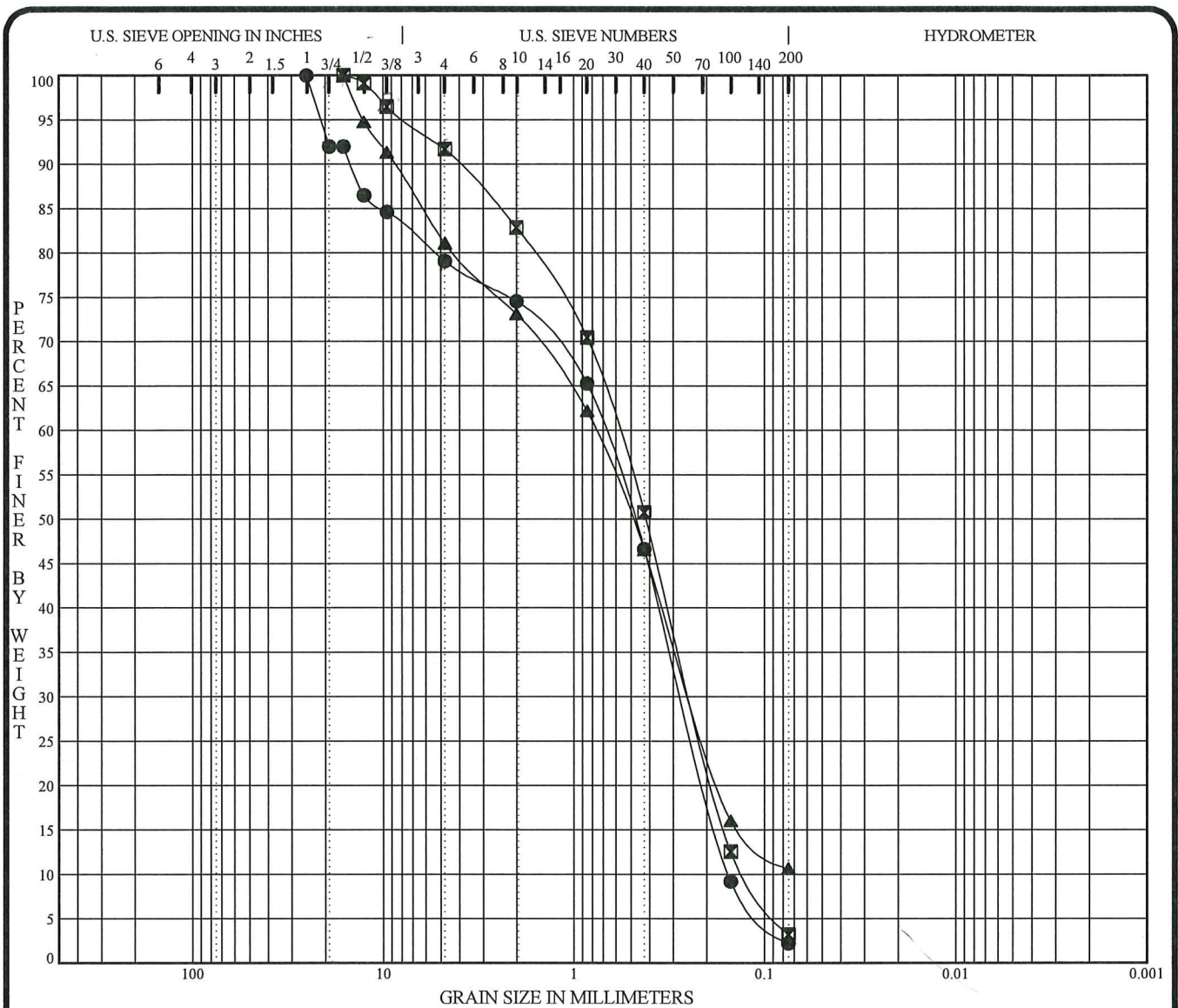


SUBSURFACE BORING LOG

AET No: **P-29751** Log of Boring No. **SB-3-Sub (p. 2 of 2)**
 Project: **Envis - Lines 0742, 5578, 5579, 5580, IVG Sub; Rosemount, MN**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
27	SAND, a little gravel, fine to medium grained, light brown, moist, medium dense to loose, lens of silt at about 35' (SP) <i>(continued)</i>	COARSE ALLUVIUM <i>(continued)</i>									
28											
29											
30			10	M	SS	14					
31											
32											
33											
34											
35			21	M	SS	12					
36											
37											
38											
39											
40	SAND, fine grained, moist, medium dense, lenses of sand with silt (SP)	MIXED ALLUVIUM	20	M	SS	20					
41											
42											
43											
44											
45	SAND WITH GRAVEL, medium grained, brown, moist, medium dense (SP)	COARSE ALLUVIUM	18	M	SS	12					
46											
47											
48											
49											
50			18	M	SS	8					
51	END OF BORING										

AET_CORP P-0029751 - AET GEO LINE 5580 IVG-UMP CIRCUIT 1.GPJ AET+CPT+WELL.GDT 6/20/24

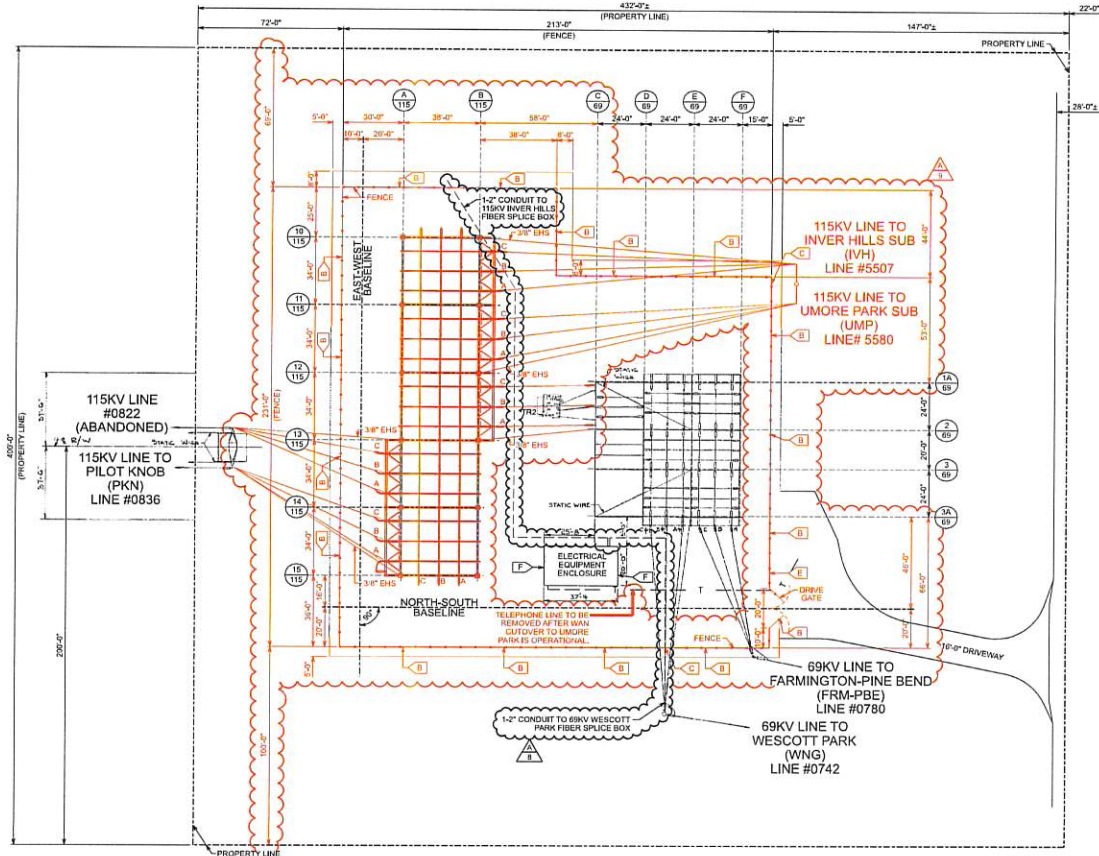


COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Classification				MC%	LL	PL	PI	Cc	Cu
●	SB-1-Sub 2.0'	POORLY GRADED SAND with GRAVEL								0.67	4.6
☒	SB-2-Sub 2.0'	POORLY GRADED SAND								0.80	4.7
▲	SB-3-Sub 2.0'	Sand with Silt with gravel								1.10	11.2
Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
●	SB-1-Sub 2.0'	25.00	0.70	0.268	0.1533	20.9	76.8	2.2			
☒	SB-2-Sub 2.0'	16.00	0.59	0.241	0.1242	8.3	88.5	3.2			
▲	SB-3-Sub 2.0'	16.00	0.77	0.242		18.9	70.4	10.6			

PROJECT **Envis - Lines 0742, 5578, 5579, 5580, IVG Sub;**
Rosemount, MN

AET JOB NO. **P-29751**
DATE **4/22/24**



FIELD NOTES:
1. INSTALL 1/2" CONDUITS WITH MAXCELL INNERDUCT FROM EEE TO RESPECTIVE SPGW SPW USE BOX.
2. SINGLE 2" CONDUIT WILL RUN FROM EEE UP TO THE INVER GROVE 115KV LINE AND WESCOTT PARK 69KV LINE.
3. UNDERGROUND CAUTION SIGN - SGN053 TO BE INSTALLED BOTH INSIDE AND OUTSIDE OF EEE ENTRY AND ON BOTH SIDES OF SUBSTATION FENCE (CONDUIT ROUTE ENDS).
4. GPS LOCATION MARKERS TO BE INSTALLED FOR FIBER LOCATING IN FIELD AT EVERY 10' DISTANCE.

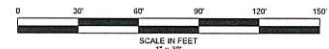
PRE-EXCAVATION PROCEDURE:
1. CAUTION: THERE MAY BE UNDERGROUND UTILITIES/CONSTRUCTIONS IN THIS AREA. THE UNDERGROUND UTILITIES SHOWN ON THE PROVIDED ELECTRICAL REFERENCE DRAWINGS SHALL NOT BE ASSUMED COMPLETE OR ACCURATE. CONSTRUCTION SHALL LOCATE AND CLEARLY MARK THE LOCATION PRIOR TO ANY EXCAVATION ACTIVITY. RFI SHALL BE CALLED FOR EVERY EXCAVATION PROJECT AT LEAST THREE (3) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
2. FOR UNDERGROUND UTILITY LOCATES INSIDE THE SUBSTATION FENCE, REQUEST LOCATES FROM GCHS COTTON - SUPERVISOR (FIELD QP) AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
3. SEE REFERENCE DRAWINGS (NH-71111, NH-71724, NH-71726) FOR KNOWN UNDERGROUND UTILITIES.
4. REFER TO CONSTRUCTION SPECIFICATION (NH-STD-CIVIL AND PHYSICAL SUBSTATION CONSTRUCTION SPECIFICATIONS) FOR ADDITIONAL LOCATE INFORMATION.
5. DRAWINGS SHALL NOT BE RELIED ON AS THE SOLE SOURCE OF INFORMATION REGARDING UNDERGROUND UTILITIES.

FOR GENERAL NOTES PRIOR TO 2016 SEE REV 'AL'

- LEGEND**
- M-1 INDICATES CONCRETE MARKER FOR U.G. CABLE RUNS. (SEE LATEST REVISION OF PHY DETAIL NL-2-11)
 - INDICATES A YELLOW CONCRETE FILLED BOLLARD (SGN123).
 - A OLD FENCE SIGN WORDING "WARNING, HAZARDOUS VOLTAGES INSIDE, KEEP OUT, CAN SHOCK BURN OR CAUSE DEATH". (THIS SIGN CAN NO LONGER BE ORDERED)
 - B FENCE WARNING SIGN (SGN055), PER ENG & DSGN STD ED 4.10.01.
 - C BURIED CABLE SIGN (SGN062), PER ENG & DSGN STD ED 4.10.06.
 - D BURIED CABLE SIGN (SGN062), MOUNTED ON POST (BY FIELD).
 - E SUBSTATION IDENTIFICATION SIGN (SGN049), PER ENG & DSGN STD ED 4.10.07 (TOP), ADDRESS SIGN (SGN049) PER ENG & DSGN STD ED 4.10.08 (BOTTOM). THE TOP SIGN MOUNTED 5'-0" FROM GRADE TO TOP OF SIGN AND LOCATED ADJACENT TO WALK OR DRIVE GATES.
 - T INDICATES PHONE CABLE

**PRELIMINARY
NOT FOR CONSTRUCTION**

**CONSTRUCTION NOTE:
FOR EQUIPMENT BEING REMOVED
SEE REMOVAL DRAWING**



REV	DATE	BY	CHK	DESCRIPTION	REV	DATE	BY	CHK	DESCRIPTION
1	11/20/2014	AMH/AL	AMH/AL	115KV LINE #822 (ABANDONED)	1	11/20/2014	AMH/AL	AMH/AL	115KV LINE #822 (ABANDONED)
2	11/20/2014	AMH/AL	AMH/AL	115KV LINE TO PILOT KNOB (PKN) LINE #0836	2	11/20/2014	AMH/AL	AMH/AL	115KV LINE TO PILOT KNOB (PKN) LINE #0836
3	11/20/2014	AMH/AL	AMH/AL	115KV LINE TO INVER GROVE SUB (IVH) LINE #5507	3	11/20/2014	AMH/AL	AMH/AL	115KV LINE TO INVER GROVE SUB (IVH) LINE #5507
4	11/20/2014	AMH/AL	AMH/AL	115KV LINE TO UMORE PARK SUB (UMP) LINE #5580	4	11/20/2014	AMH/AL	AMH/AL	115KV LINE TO UMORE PARK SUB (UMP) LINE #5580
5	11/20/2014	AMH/AL	AMH/AL	69KV LINE TO FARMINGTON-PINE BEND (FRM-PBE) LINE #0780	5	11/20/2014	AMH/AL	AMH/AL	69KV LINE TO FARMINGTON-PINE BEND (FRM-PBE) LINE #0780
6	11/20/2014	AMH/AL	AMH/AL	69KV LINE TO WESCOTT PARK (WNG) LINE #0742	6	11/20/2014	AMH/AL	AMH/AL	69KV LINE TO WESCOTT PARK (WNG) LINE #0742

THIS PRELIMINARY SEAL IS ONLY APPLICABLE TO THE CURRENT CONSTRUCTION REVISION
ISSUED BY ENGINEERING DEPT FOR CONSTRUCTION

THIS DRAWING IS A TOOL TO ASSIST EMPLOYEES IN THE PERFORMANCE OF THEIR JOBS. YOUR PERSONAL SAFETY IS PROVIDED FOR BY USING SAFETY PROCEDURES AND EQUIPMENT AS DESCRIBED IN THE SAFETY TRAINING PROGRAMS, MANUALS AND SIGNS. NO OTHER INFORMATION OR TOOL TO BE USED FOR DESIGN. WITHOUT EXPLICIT WRITTEN CONSENT FROM XCEL ENERGY.

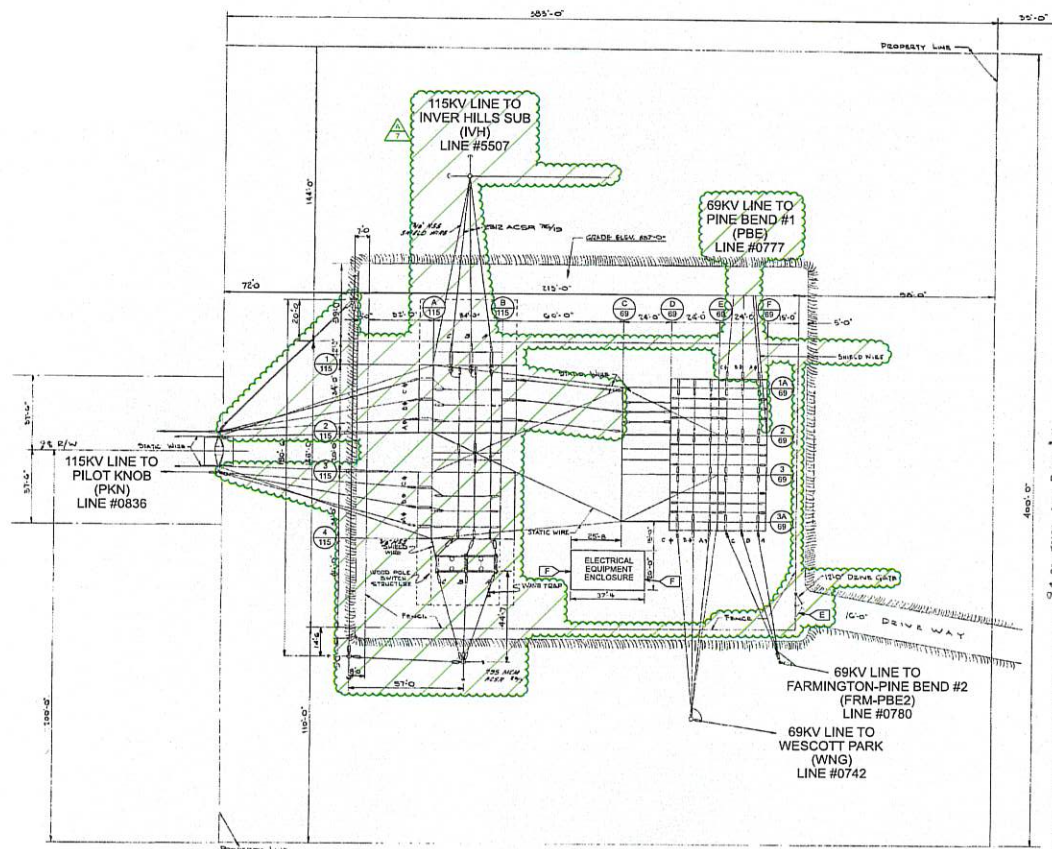
**INVER GROVE SUBSTATION
GENERAL ARRANGEMENT**

SUBSTATION ADDRESS: 2015 105TH ST E

Xcel Energy NH-71191

SCALE: 1"=30'-0" REV: 9

11/20/2014 11:20:24 AM



PRE-EXCAVATION PROCEDURE

1. CAUTION: THERE MAY BE UNDERGROUND UTILITIES/OBSTRUCTIONS IN THIS AREA. THE UNDERGROUND UTILITIES SHOWN ON THE PROVIDED ELECTRICAL REFERENCE DRAWINGS SHALL NOT BE ASSUMED COMPLETE OR ACCURATE. CONSTRUCTION SHALL LOCATE AND CLEARLY MARK THE LOCATION PRIOR TO ANY EXCAVATION ACTIVITY. IT SHALL BE CALLED FOR EVERY EXCAVATION PROJECT AT LEAST THREE (3) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
2. FOR UNDERGROUND UTILITY LOCATES INSIDE THE SUBSTATION FENCE, REQUEST LOCATES FROM CHRIS COTTON - SUPERVISOR 8 FIELD OPS) AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
3. SEE REFERENCE DRAWINGS (NH-71191, NH-71724, NH-72129) FOR KNOWN UNDERGROUND UTILITIES.
4. REFER TO CONSTRUCTION SPECIFICATION (INSP-STD-CIVIL AND PHYSICAL SUBSTATION CONSTRUCTION SPECIFICATIONS) FOR ADDITIONAL LOCATE INFORMATION.
5. DRAWINGS SHALL NOT BE RELIED ON AS THE SOLE SOURCE OF INFORMATION REGARDING UNDERGROUND UTILITIES.

FOR GENERAL NOTES PRIOR TO 2016 SEE REV "AL"

LEGEND

- A OLD FENCE SIGN WORDED "WARNING, HAZARDOUS VOLTAGES INSIDE, KEEP OUT, CAN SHOCK, BURN OR CAUSE DEATH". (THIS SIGN CAN NO LONGER BE ORDERED)
- B FENCE WARNING SIGN (SGN055), PER ENG & DSGN STD ED 4.10.01.
- C BURIED CABLE SIGN (SGN065), PER ENG & DSGN STD ED 4.10.06.
- D BURIED CABLE SIGN (SGN062), MOUNTED ON POST (BY FIELD).
- E SUBSTATION IDENTIFICATION SIGN (SGN040), PER ENG & DSGN STD ED 4.10.05 (TOP) ADDRESS SIGN (SGN040) PER ENG & DSGN STD ED 4.10.05 (BOTTOM). THE TOP SIGN MOUNTED 5'-0" FROM GRADE TO TOP OF SIGN AND LOCATED ADJACENT TO WALK OR DRIVE GATES.

PRELIMINARY
NOT FOR CONSTRUCTION

THIS PE SEAL IS ONLY APPLICABLE TO THE CURRENT CONSTRUCTION REVISION FOR DRAWING REFERENCE AND REVISION INFORMATION SEE PHYSICAL INDEX SHEET

ISSUED BY ENGINEERING DEPT FOR CONSTRUCTION

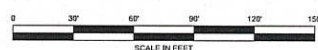
THIS REPRESENTATION IS A TOOL TO ASSIST EMPLOYEES IN THE PERFORMANCE OF THEIR DUTIES. PERSONAL SAFETY IS PROVIDED FOR EMPLOYEES BY THE PROPER USE OF PROTECTIVE EQUIPMENT AS REQUIRED BY THE SAFETY TRAINING PROGRAM, HAZARDOUS WAREHOUSE, AND OTHER RELEVANT INFORMATION. DO NOT COPY OR REPRODUCE WITHOUT EXPRESS WRITTEN CONSENT FROM XCEL ENERGY.

INVER GROVE SUBSTATION
REMOVAL DRAWING - PHYSICAL
SUBSTATION ADDRESS: 2015 105TH STE

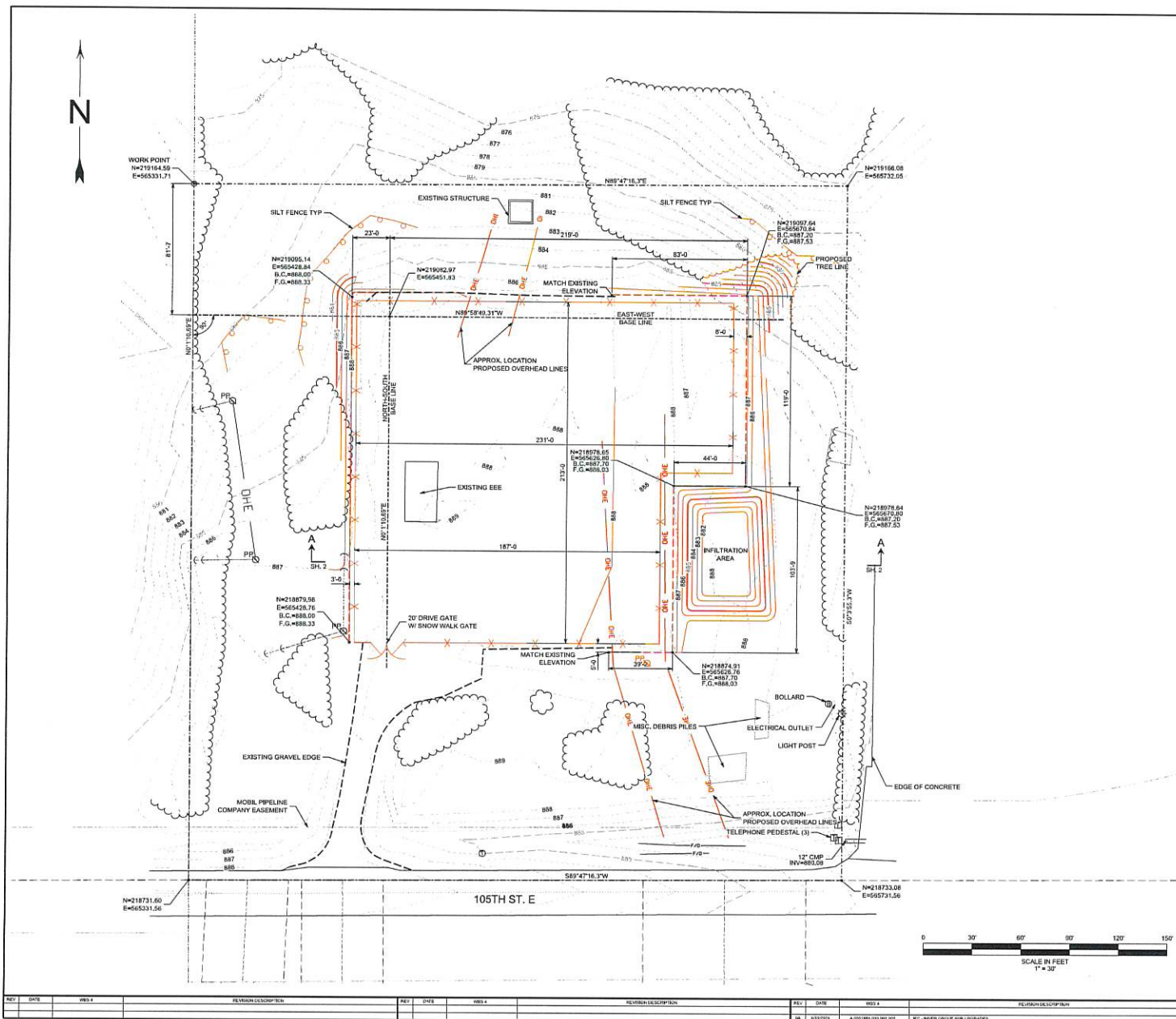
Xcel Energy NH-71191-R

IVG

7



REV	DATE	REVISION DESCRIPTION	REV	DATE	REVISION DESCRIPTION	REV	DATE	REVISION DESCRIPTION
1A	08/10/2016	ADDED WALKWAY AND GATE	1B	08/10/2016	ADDED WALKWAY AND GATE	1C	08/10/2016	ADDED WALKWAY AND GATE



HORIZONTAL DATUM:
NAD83 DAKOTA COUNTY U.S. SURVEY FEET
VERTICAL DATUM:
ELEVATIONS ON NAVD83 ADJUSTMENT

GENERAL NOTES

1. LOCATION OF BENCH MARK FOR GRADE ELEVATION IS TO BE SET PRIOR TO GRADING CONSTRUCTION.
2. CONTOURS AT ONE FOOT INTERVALS.
3. ELEVATIONS INDICATED IN SUBSTATION GRADED AREA ARE TOP OF BASE MATERIAL.
4. CONTOURS OUTSIDE OF THE SUBSTATION GRADED AREA INDICATE THE TOP OF FINISHED TOPSOIL.
5. FINISHED GRADE IN SUBSTATION GRADED AREA IS 4 INCHES HIGHER THAN THE ROUGH GRADE ELEVATION. FINISHED GRADE CONSISTS OF 4 INCHES OF CRUSHED ROCK PROVIDED AND INSTALLED BY XCEL ENERGY.
6. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH XCEL ENERGY SPEC. 31.22.00 "SPECIFICATION FOR CONSTRUCTION OF GRADING", REV. 6.2, DATED 11/8/2022.
7. EROSION CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH XCEL ENERGY SPEC. 31.25.00 "NSP-STD-EROSION CONTROL", REV. 1.1, DATED 10/1/2021.
8. EXCESS SOIL FROM GRADING EXCAVATION TO BE PROPERLY DISPOSED OF OFF-SITE OR UTILIZED IN LANDSCAPING ACTIVITIES AND IN NO CASE SHALL IT AFFECT OVERALL SITE DRAINAGE.

CONSTRUCTION SEQUENCE

1. INSTALL SILT FENCE.
2. CLEARING AND GRUBBING.
3. GRADE DIVERSION BERMS AND DIVERSION SWALES.
4. APPLY TEMPORARY SEED (IF NECESSARY).
5. COMPLETE MASS GRADING.
6. SEED AND MULCH/BLANKET.

MAINTENANCE

1. MAINTENANCE SHALL BE COMPLETED WITHIN 72 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
2. THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED THROUGH SCRAPING OR DRESSING WITH ADDITIONAL AGGREGATE.

3. REMOVE ANY DERRIS THAT MAY BE TRACKED OFF-SITE DAILY.

AFTER MASS GRADING IS COMPLETED

1. SEED AND BLANKET.

AFTER VEGETATION IS ESTABLISHED

1. REMOVE SILT FENCE.

LEGEND

- BASELINE
- PROPERTY LINE
- SECTION LINE
- RIGHT OF WAY
- ROADWAY CENTERLINE
- EDGE OF PAVEMENT
- EXISTING MAJOR CONTOURS
- EXISTING MINOR CONTOURS
- PROPOSED CONTOUR
- EXISTING MINOR CONTOURS
- GRAVEL BASE EDGE
- OVERHEAD ELECTRIC
- FIBER OPTIC LINE
- EXISTING TREE LINE
- EXISTING FLOW ARROW
- WORK POINT
- TELEPHONE PEDESTAL
- LIGHT POLE
- POWERPOLE
- POWER POLE ANCHOR
- SOIL BORING LOCATIONS
- SILT FENCE

PRE-EXCAVATION PROCEDURE

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2. FOR UNDERGROUND UTILITY LOCATES INSIDE THE SUBSTATION FENCE, REQUEST LOCATES FROM (CHRS COTTON - SUPERVISOR FIELD GPS) AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
3. SEE REFERENCE DRAWINGS NH-301245, NH-71724, NH-72129 FOR KNOWN UNDERGROUND UTILITIES.
4. REFER TO CONSTRUCTION SPECIFICATION (NSP-STD-CIVIL AND PHYSICAL SUBSTATION CONSTRUCTION SPECIFICATIONS) FOR ADDITIONAL LOCATE INFORMATION.
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ISSUED BY ENGINEERING DEPT FOR CONSTRUCTION

THESE DRAWINGS ARE TO BE USED BY THE ENGINEER OR HIS REPRESENTATIVE. THE ENGINEER OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THESE DRAWINGS. NO PART OF THESE DRAWINGS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT EXPRESS WRITTEN PERMISSION FROM XCEL ENERGY.

INVER GROVE SUBSTATION
CONTOUR AND GRADING LAYOUT
GRADING PLAN

IVG

Xcel Energy NH-301246-1

SCALE 1"=30'-0"

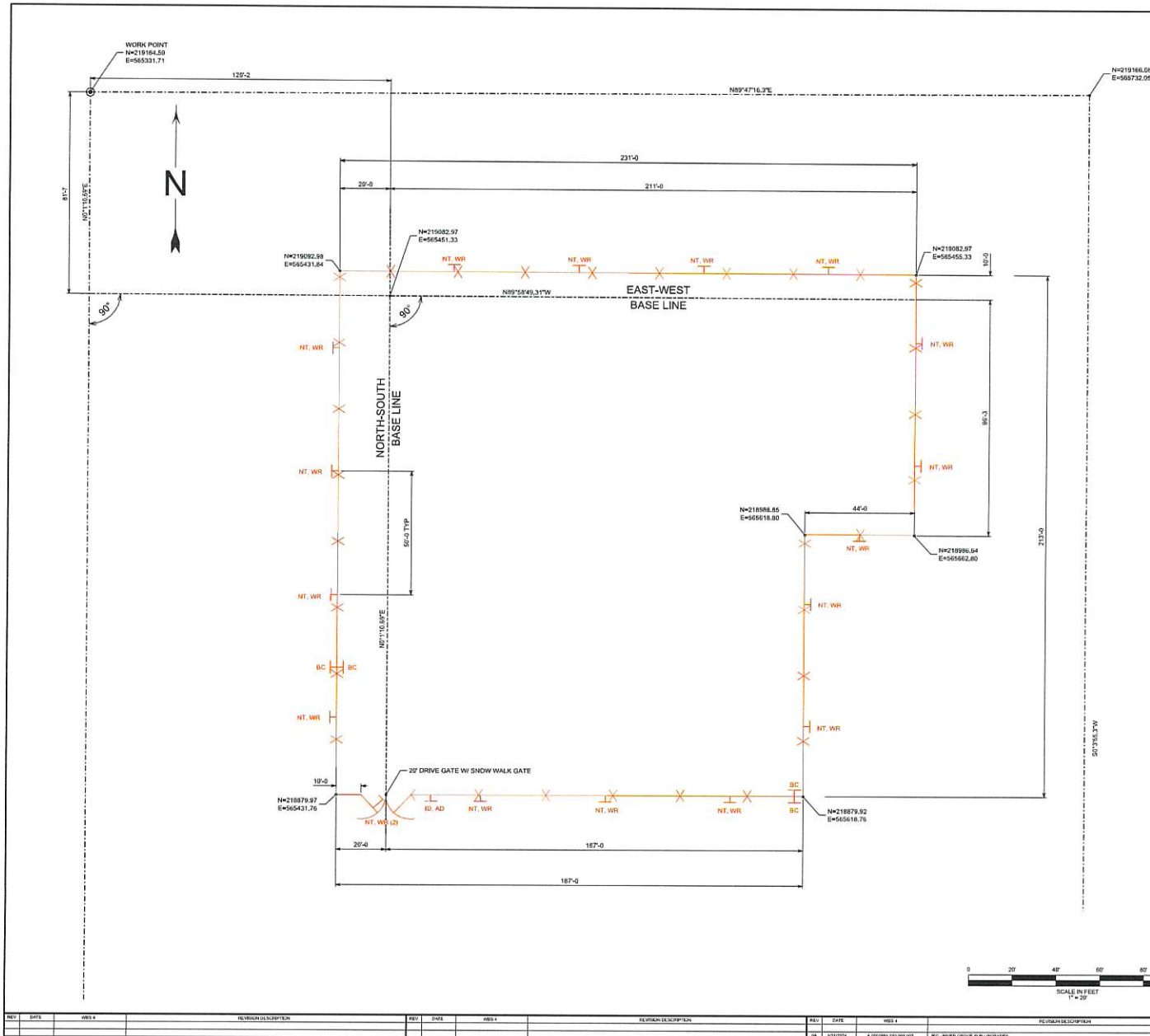
REV 0

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
1A	5/31/2024	ADD UTILITY LOCATES	1B	5/31/2024	ADD UTILITY LOCATES	1C	5/31/2024	ADD UTILITY LOCATES	1D	5/31/2024	ADD UTILITY LOCATES

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.

DATE: 5/31/2024, REG. NO. 42282

BRIAN D. ROSEDAU



FENCE SIGN SCHEDULE				
QTY. REQ'D	QTY.	CALL OUT	XP#	DESCRIPTION
1	AD	CG0005		911 ADDRESS SIGNS
4	BC	CG0005		BURIED CABLE SIGN (E.G. CONTROL, FUEL, HG VOLTAGE, PHONE)
1	ID	CG0010		SUBSTATION IDENTIFICATION SIGN
18	NT	CG0007		NO TRESPASSING SIGN
18	WR	CG0005		WARNING SIGN

HORIZONTAL DATUM:

NAD83 DAKOTA COUNTY U.S. SURVEY FEET

VERTICAL DATUM:

ELEVATIONS ON NAVD83 ADJUSTMENT

NOTE

1. ENGINEERING AND DESIGN TO ORDER NEW FENCE SIGNS TO REPLACE ALL OLD AND OUT OF DATE SIGNS AS NECESSARY.

LEGEND

- PROPOSED CHAIN LINK FENCE
- EXISTING CHAIN LINK FENCE
- INDICATES APPROXIMATE SIGN LOCATION

GENERAL NOTES

- FENCE - 12'-0" HIGH CHAIN LINK FABRIC w/ 1" MESH.
- FENCE DESIGNED FOR: LG#1 90 MPH WIND, NO ICE ENGINEERING CALCS NK-272394
- FENCE FABRIC TO BE 9 GAUGE, 1" GALVANIZED DIAMOND MESH CHAIN LINK STYLE.
- ALL GATE CONNECTIONS ARE WELDED.
- ALL GATES DESIGNED TO OPEN OUTWARD.
- PIPE OR TENSION BAR INSTALLED TO FILL GAP BETWEEN THE GATE POST & GATE.
- ALL PIPE MATERIAL IS SCH. 40.
- CORNER POST SHALL BE 4" O.D., GATE POST SHALL BE 6" O.D., AND INTERMEDIATE LINE POSTS SHALL BE 2 1/2" O.D. @ A MAX SPACING OF 6'-0" O.C.
- 18" WIDE GALVANIZED SHEET METAL (24-26 GAUGE) TO DETER ANIMALS CLIMBING OVER FENCE, ATTACHED TO TOP RAIL & FABRIC WITH GALVANIZED OR ALUMINUM WIRE.

PRE-EXCAVATION PROCEDURE

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- FOR UNDERGROUND UTILITY LOCATES INSIDE THE SUBSTATION FENCE, REQUEST LOCATES FROM (CHRIS COTTON - SUPERVISOR/ FIELD OPS) AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
- SEE REFERENCE DRAWINGS NH-301245, NH-71724, NH-72129 FOR KNOWN UNDERGROUND UTILITIES.
- REFER TO CONSTRUCTION SPECIFICATION (NSP-STD-CIVIL AND PHYSICAL SUBSTATION CONSTRUCTION SPECIFICATIONS) FOR ADDITIONAL LOCATE INFORMATION.
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ISSUED BY ENGINEERING DEPT FOR: CONSTRUCTION

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INTERFERING UTILITIES (SU) NOT SHOWN OR DISREGARDING WITHOUT WRITTEN CONSENT FROM XCEL ENERGY

INVER GROVE SUBSTATION

FENCE LAYOUT

FENCE PLAN

Xcel Energy NH-301247-1

SCALE: 1"=20'-0"

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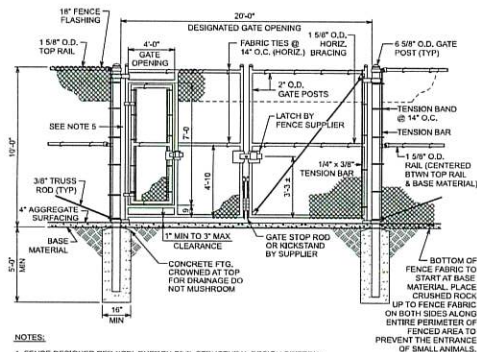
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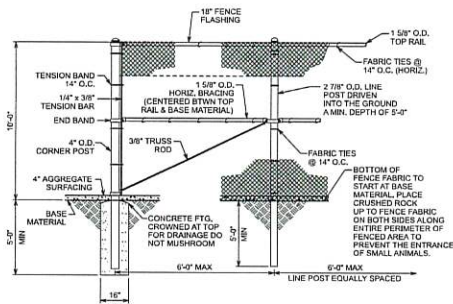
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- NOTES:
1. FENCE DESIGNED PER XCEL ENERGY CIVIL STRUCTURAL DESIGN CRITERIA.
 2. FENCE FABRIC TO BE 8 GAUGE, 1" GALVANIZED DIAMOND MESH CHAIN LINK STYLE.
 3. FENCE FABRIC SHALL BE TWISTED BARBED SERVAE AT THE TOP AND BOTTOM.
 4. ALL GATE CONNECTIONS ARE WELDED.
 5. PIPE OR TENSION BAR INSTALLED TO FILL GAP BETWEEN THE GATE POST & GATE.
 6. FENCE FLASHING TO BE 24 GA W/ 1" HEN TOP & BOTTOM MOUNTED OUTSIDE OF FENCE ON TOP.
 7. ATTACH FLASHING TO TOP RAIL WITH 12 GAUGE STEEL TIES AND TO THE FABRIC WITH 9 GAUGE STEEL HOG RINGS.
 8. 4 PLACES PER 12" SHEET. USE 2 TECH 5 SCREWS WITH WASHERS AT EACH POST.
 9. ALL PIPE MATERIAL IS SCH. 40.
 10. ENGINEERING DESIGN CALCULATION REFERENCE FOR 10" CHAIN LINK FENCE: NK-272391



- NOTES:
1. FENCE DESIGNED PER XCEL ENERGY CIVIL STRUCTURAL DESIGN CRITERIA.
 2. FENCE FABRIC TO BE 8 GAUGE, 1" GALVANIZED DIAMOND MESH CHAIN LINK STYLE.
 3. FENCE FABRIC SHALL BE TWISTED BARBED SERVAE AT THE TOP AND BOTTOM.
 4. FENCE FLASHING TO BE 24 GA W/ 1" HEN TOP & BOTTOM MOUNTED OUTSIDE OF FENCE ON TOP.
 5. ATTACH FLASHING TO TOP RAIL WITH 12 GAUGE STEEL TIES AND TO THE FABRIC WITH 9 GAUGE STEEL HOG RINGS.
 6. 4 PLACES PER 12" SHEET. USE 2 TECH 5 SCREWS WITH WASHERS AT EACH POST.
 7. ALL PIPE MATERIAL IS SCH. 40.
 8. ENGINEERING DESIGN CALCULATION REFERENCE FOR 10" CHAIN LINK FENCE: NK-272391



TYPICAL FENCE SIGN
SIGN SPACED EVERY 40' AROUND PERIMETER

PRE-EXCAVATION PROCEDURE

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2. FOR UNDERGROUND UTILITY LOCATES INSIDE THE SUBSTATION FENCE, REQUEST LOCATES FROM (CHRIS COTTON - SUPERVISOR FELD OPS) AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION WORK.
3. SEE REFERENCE DRAWINGS NH-20524, NH-10028, NH-20529 FOR KNOWN UNDERGROUND UTILITIES.
4. REFER TO CONSTRUCTION SPECIFICATION (INSP-STD-CMIL AND PHYSICAL SUBSTATION CONSTRUCTION SPECIFICATIONS) FOR ADDITIONAL LOCATE INFORMATION.
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I HEREBY CERTIFY THAT THE PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly LICENSED PROFESSIONAL ENGINEER AS REQUIRED BY THE STATE OF MINNESOTA.		ISSUED BY ENGINEERING DEPT FOR: CONSTRUCTION	
STATE OF: MINNESOTA DATE: 5/31/2024, REG. NO.: 43202 BRIAN D. ROSEDALE	INVER GROVE SUBSTATION FENCE LAYOUT FENCE DETAILS		
NH-301247-2			SCALE: NONE REV: D

REV.	DATE	REVISION DESCRIPTION	REV.	DATE	REVISION DESCRIPTION	REV.	DATE	REVISION DESCRIPTION	REV.	DATE	REVISION DESCRIPTION
1A	5/31/2024	AS NOTED									

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: July 16, 2024

Conditional Use Permit for an Essential Service Building to expand an existing electrical power substation; and a Variance from Ordinance 10-15-12 for the installation of a ten-foot-high fence located at 2015 105th Street East. (Xcel Energy – 24-23V)

Reading of Public Notice

Secretary Presley read the Public Hearing Notice.

Presentation of Request

City Planner Hunting presented a summary of the staff report.

Xcel Energy power substation that has been in existence since at least 1962. The applicant is proposing to expand the equipment on site. By code definition, Essential Service Structures (and equipment) require a Conditional Use Permit.

The Variance is for a ten-foot fence in order to meet federal guidelines that require electric operators to provide more security at substations.

Staff are not aware of any concerns about adding equipment and supports approving the Variance due to the practical difficulty of the federal regulations. Staff recommends approval of both requests as presented.

Planning Commission Discussion

Commissioner Clancy inquired if there were landscaping requirements.

City Planner Hunting answered no; they're just providing additional landscaping because of the residence to the east to provide additional screening. However, there's no requirement for that per Code.

Opening of Public Hearing

Michael Wilhelmi, 1700 E. County Road E., White Bear Lake, Xcel Energy, Applicant, stated he has read and understands the staff report.

Chair Weber closed the Public Hearing.

Planning Commission Discussion

Commissioner Hunting stated that she is familiar with the site and is in favor of approving the Conditional Use Permit and the Variance.

Planning Commission Recommendation

Motion by Clancy, Second by Presley, to approve the Conditional Use Permit for an Essential Service Structure to allow expansion of the existing electrical substation subject to the two conditions listed and the Variance to allow a ten (10) foot tall fence whereas seven (7) feet is the maximum allowed by City Code (with the practical difficulty that the fence needs to be in compliance with the Federal Energy Regulatory Commission) subject to the conditions listed in the staff report.

Ayes: 7

Nays: 0 Motion Carried.



Request for Council Action

SUBJECT: **Resolution Approving a Variance from Exterior Building Material Standards at 11300 Rich Valley Blvd.**

MEETING DATE: August 12, 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 from the exterior building material requirements for the property located at 11300 Rich Valley Blvd .(Lindholm/Republic Services Case No.24-20V).

- Requires 3/5th's vote
- 60-days: August 16, 2024

BACKGROUND

The applicant is requesting an after-the-fact Variance from the exterior building material requirements to allow a steel-sided building, whereas a maximum of one-third of a building wall is permitted to have sheet or corrugated steel or aluminum finish. The structure is located in the northeast corner of the 60-acre parcel, not visible from public right-of-way. Pine Bend Landfill owns an additional 200 acres of property to the east and Flint Hills has a vacant 70-acre parcel to the north.

The 1,000 +/- square foot building is designed to house power systems and operational equipment, components and applications that require protection from weather and other outdoor elements for an essential service building. This system collects the landfill gas and directs the gas to the renewable natural gas (RNG) facility to the west. The structure currently complies with other zoning requirements, such as setbacks and impervious surface, just not the requirements for exterior building materials.

FISCAL IMPACT

Not Applicable

RECOMMENDATION

Staff: Staff recommends approval of the variance from exterior building materials with the rationale listed in the attached Resolution.

Planning Commission: At the July 16, 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. 2024-156

**RESOLUTION APPROVING A VARIANCE FROM THE EXTERIOR BUILDING MATERIAL
REQUIREMENTS**

**CASE NO. 24-20V
Lindholm / Republic Services**

Property located at 11300 Rich Valley Blvd and legally described as follows:

PT OF S1/2 OF NE 1/4 32-27-22 LY E'LY OF SAR#71 EX N 2 ACS LY E OF SAR #71 ALSO
PT OF S 1/2 OF NW 1/4 33-27-22 LY W'LY OF CHICAGO ROCK ISLAND RR EX PT LY W/LY
OF C/L OF SAR #71, Dakota County, Minnesota

WHEREAS, the applicant is requesting a variance to allow a building constructed of sheet steel siding, whereas a maximum of one-third (1/3) of the building is allowed to be constructed of sheet steel siding;

WHEREAS, the afore described property is zoned I-1, Limited Industry;

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 July 16, 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 structure is located in the northeast portion of the 60-acre parcel, not visible from the public right-of-way.
- d. The request is unique in that the building is an essential service building, designed to house power systems and operational equipment, components and applications that require protection from weather and other outdoor elements

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance from the exterior building materials 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.
2. All applicable building and fire code requirements shall apply to the structure and use of the building.

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 12th day of August, 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: July 16, 2024

SUBJECT: Variance from Ordinance 10-15-17 for the exterior building materials of a structure located at 11300 Rich Valley Boulevard. (Republic Services – Case No. 24-20V)

Reading of Public Notice

Secretary Presley read the Public Hearing Notice.

Presentation of Request

Associate Planner Botten presented a summary of the staff report.

The site is zoned I-1, Limited Industry. This is an after-the-fact Variance request to allow steel siding on more than 1/3 of the building. Steel siding is currently on the entire perimeter of the structure. The building is an accessory use on the property. The structure complies with other zoning requirements, such as setbacks and impervious surfaces.

The primary rationale for the exterior building materials requirement is aesthetic appeal. This structure is used as a control room and blowers for the nearby RNG facility, the structure is not visible from the public right-of-way or open to the public. Therefore, staff recommends approval of the request with one condition listed.

Commissioner Heidenreich inquired if the two property owners nearby were served public hearing notices. Botten confirmed that they were. There have been no comments from abutting property owners.

Commissioner Hunting inquired if the property owners of the abutting properties are able to see the building. Botten stated that they cannot. Hunting questioned about any non-aesthetic rationales for the exterior building materials requirement. Botten stated that the rationale for the requirement is aesthetic.

Commissioner Clancy inquired about the background behind the Variance request. Botten stated that the applicant's contractor had applied for a building permit when the structure was being put in, and at the time, it was noted that a Variance was needed. There was a change in contractors, and the building was subsequently constructed without an approved permit. Site owners then checked on permitting, and the need for a Variance was reasserted.

Opening of Public Hearing

Aaron Janusz, 2495 117th Street East, Republic Services, Applicant, stated that he has read and understands the staff report.

Chair Weber closed the Public Hearing.

Planning Commission Discussion

Commissioner Hunting stated that if the building was visible from the road, she would not be in favor of the Variance. But given that the building isn't visible, she is in favor.

Commissioner Clancy agreed.

Commissioner Heidenreich noted that this sets a precedent.

Chair Weber stated that setting precedent was an issue for him as well; the lack of visibility from the right-of-way is reason enough for him to approve the Variance.

Commissioner Clancy stated that the building's use and lot type are additional reasons to approve the request in this case.

Chair Weber recommended removing the language about not being visible from public right-of-way to avoid setting precedent.

Commissioner Clancy suggested replacing the visibility rationale with language about the specific use of the property.

Planning Commission Recommendation

Motion by Clancy, Second by Teiken, to approve a Variance from the exterior building materials requirements subject to the one condition replacing the "non-visible" portion of the rationale with the specific use of the owner of the land.

Ayes: 7

Nays: 0 Motion Carried.

The item is tentatively scheduled to go before the City Council on August 12, 2024.



Planning Commission Report

MEETING DATE:	July 16, 2024
CASE NO:	24-20V
APPLICANT:	Lindholm/Republic Services
PROPERTY OWNER:	Pine Bend Landfill
REQUEST:	Variance from the Exterior Building Material Requirements.
LOCATION:	11300 Rich Valley Boulevard
COMPREHENSIVE PLAN:	LI, Light Industrial
ZONING:	I-1, Limited Industrial
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The specific request consists of the following:

- Variance from the exterior building material requirements to allow more than 1/3 of the building to have steel siding.

BACKGROUND

The applicant is requesting an after-the-fact Variance from the exterior building material requirements to allow steel siding on more than 1/3 of the building. The structure is located on the northeast corner of the property and would consist of metal siding around the entire building. The property is about 60 acres in size, with an additional 200 acres of property owned by Pine Bend Landfill to the east and Flint Hills has a vacant 70-acre parcel to the north.

The 1,000 +/- square foot building houses three-60 hp blowers and a control room. This system collects the landfill gas and directs the gas to the RNG facility to the west. The structure is designed to provide shelter from the elements for the equipment and reduce noise. It is not designed for human occupancy.

EVALUATION OF REQUEST

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

North	Vacant	Zoned: A, Agricultural	Guided: RDR, Rural Density Residential
East	Pine Bend Landfill	Zoned: I-2, General Industrial	Guided: GI, General Industrial

South	Pine Bend Landfill	Zoned: I-1, Limited Industrial	Guided: LI, Light Industrial
West	Bituminous Roadways	Zoned: A, Agricultural	Guided: RDR, Rural Density Residential

SITE PLAN REVIEW

Setbacks. The building exceeds the required perimeter setbacks for the site.

Engineering. Has reviewed the plans and takes no exception to the Variance request.

VARIANCE REVIEW

City Code allows a maximum 1/3 of a building wall to be sheet or corrugated steel or aluminum siding.

City Code Title 10, Chapter 3. Variances, states the the City Council may grant Variances when they are in harmony with the general purposes and intent of the Zoning Ordinances 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, 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 use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Industrial and the accessory building to the RNG facility is compatible with the uses envisioned in this district.

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

One of the purposes of the exterior building material ordinance is to provide aesthetic appeal to structures in the City. The building is located in the northeast portion of the property, not visible from the right-of-way. The building is not open to the public. The building is an accessory to the renewable energy building on site. The property is planned to be used in a reasonable manner.

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

The property is unique in that Pine Bend owns over 300 acres of land surrounding the building. Additionally, the exterior building material requirements are not practical for this type of structure and use.

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

The structure is located at the back of the property. The steel siding on the building would not alter the character of the locality as the building is not visible from public right-of-way, and it is not open to the public.

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

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

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

A. Approval. If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of a **Variance** from the exterior building material requirements subject to the following conditions:

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

Rationale:

The request is in harmony with the general purposes and intent of the City Ordinance and is consistent with the Comprehensive Plan. Aesthetically, the proposed structure would meet setbacks and all other City Code requirements. The structure is in the northeast corner of the 60-acre parcel and is not visible from the public right-of-way. The building is not open to the public.

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

RECOMMENDATION

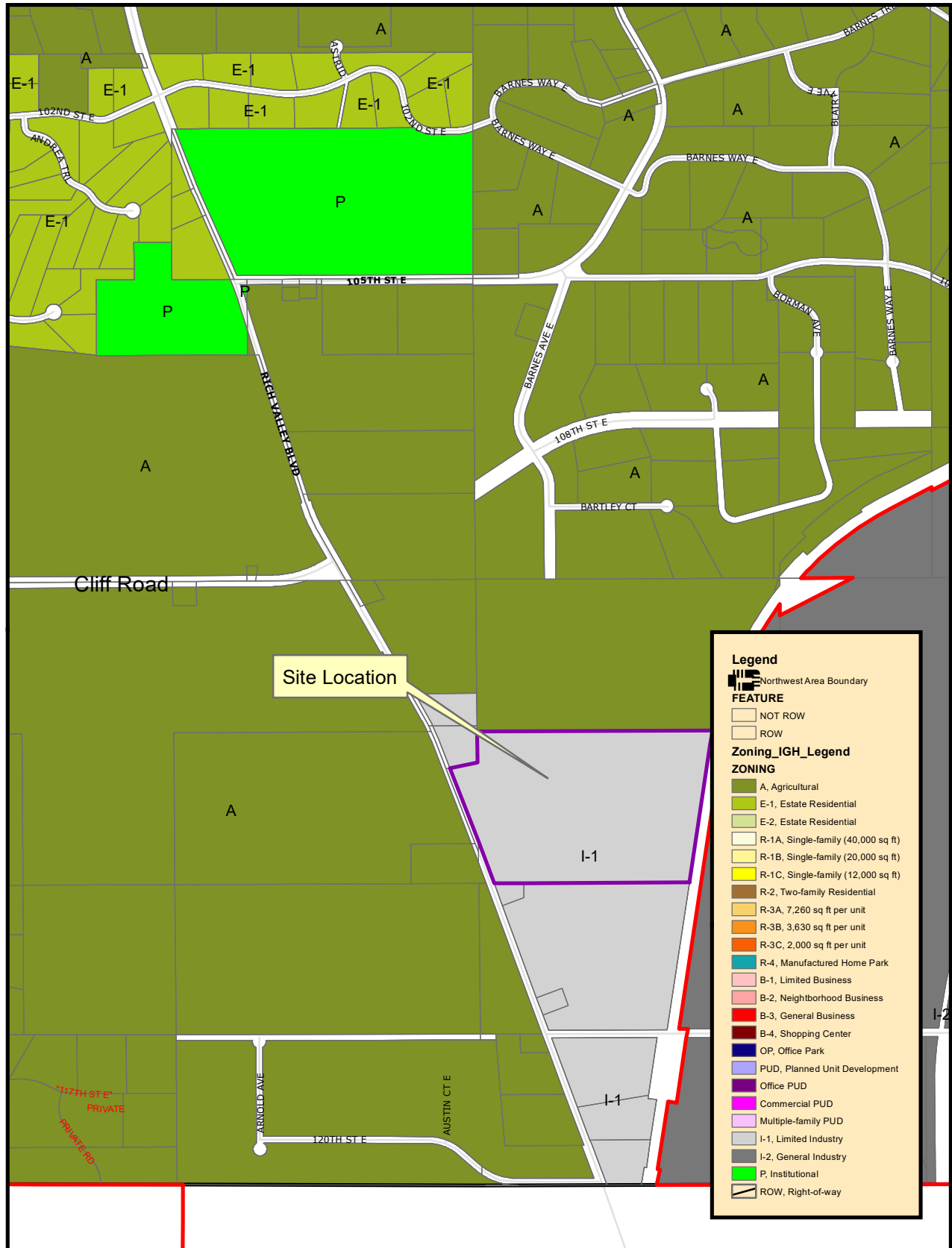
Based on the information in the preceding report and the conditions listed in Alternative A, Staff is recommending Approval of the Variance request with the rationale listed.

ATTACHMENTS

1. Zoning and Location Map
2. Narrative
3. Aerial Photo
4. Picture of Building



11300 Rich Valley Blvd Case No. 24-20V



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.

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Exhibit A
Zoning and Location Map

Project Description

Pine Bend Landfill (PBL) is partnered with Opal Fuels (Opal) to collect and process landfill gas into renewable natural gas (RNG). The RNG is pipeline grade and is transmitted to Xcel Energy for beneficial use.

Opal owns and operates the RNG facility located on this parcel.

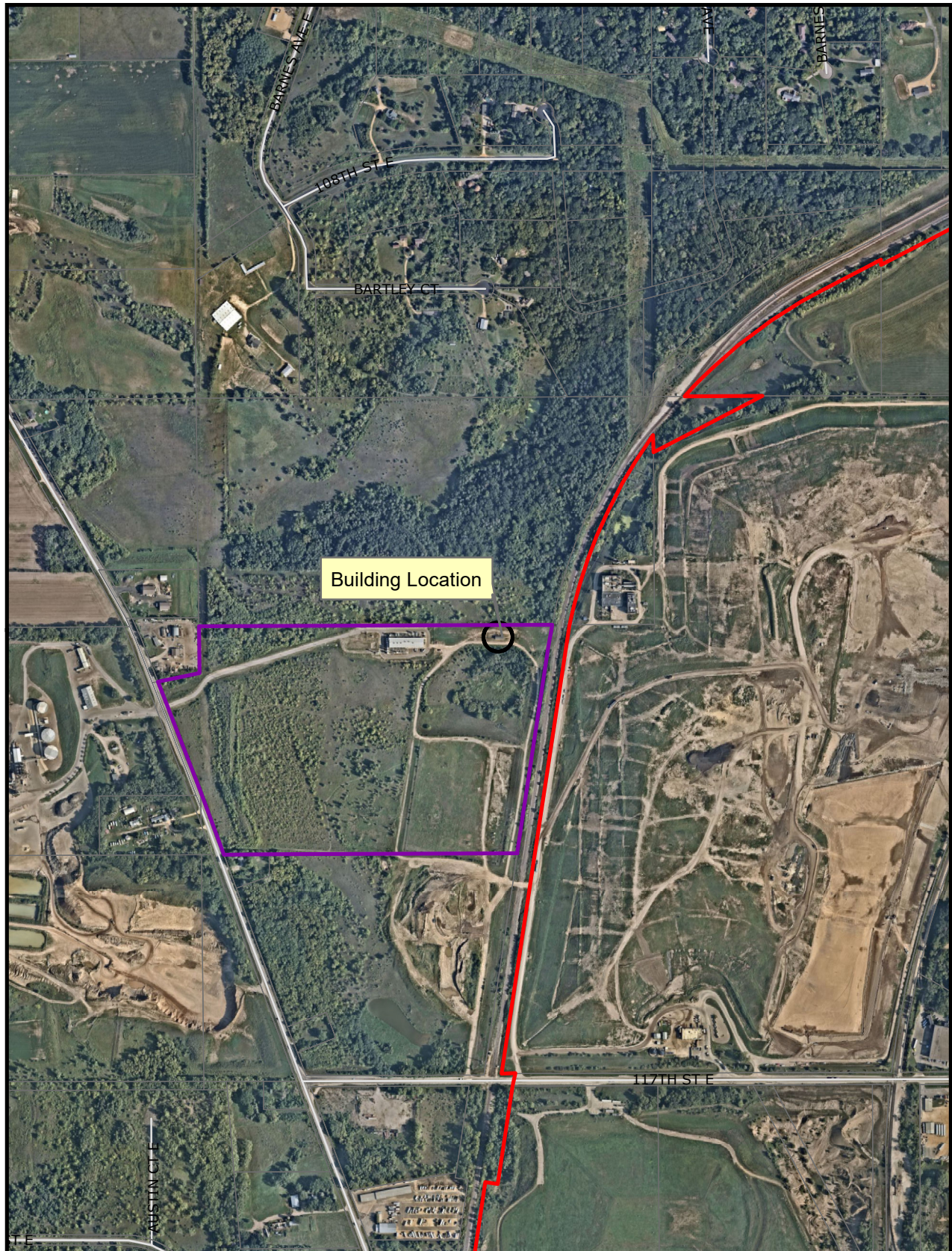
PBL owns and operates a blower/flare system that includes a structure that houses three-60 hp blowers and a control room. This system collects the landfill gas and directs the gas to the RNG facility. The structure is designed to provide shelter from the elements for the equipment and reduce noise. It is not designed for human occupancy.

The attached plan sheet file includes:

- 1) Site location map
- 2) RNG and blower/flare area site plan
- 3) Blower building design and plans

Variance request

PBL is requesting a variance from ordinance 10-15-17 for the blower structure. The structure is in harmony with the general purposes and intent of the City Ordinance. It does not alter the essential character of the area. It is adjacent to the landfill, and the RNG facility and is not easily seen by the public. The structure is visually attractive and is only being seen/used by landfill and RNG facility personnel. It is well-maintained and of sound, quality construction. The usage of the building is monitored and otherwise meets all City, County and State requirements.



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

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Aerial photo





Request for Council Action

SUBJECT: **Resolution Approving Charitable Gambling Premise Permit Application for Gambling Activity**

MEETING DATE: August 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the Charitable Gambling Premise Permit Application for Gambling Activity for Moose Lodge #1088 to operate at Inver Grove Brewing Company, located at 9051 Buchanan Trail in Inver Grove Heights.

BACKGROUND

Moose Lodge #1088 has submitted the attached LG214 Premises Permit Application for Inver Grove Brewing Company, located at 9081 Buchanan Trail in Inver Grove Heights. The Moose Lodge currently operates an authorized charitable gambling operation at their own location as well as at LW Bierstube.

FISCAL IMPACT

This item has no fiscal impact to the City.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution for Charitable Gambling Premise Permit
2. LG214 Premises Permit Application - LOOM #1008 at IG Brewing Company_Redacted

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

RESOLUTION NO. 2024-157

**RESOLUTION APPROVING THE APPLICATION OF MOOSE LODGE 1088
FOR A PREMISES PERMIT TO CONDUCT LAWFUL PURPOSE GAMBLING AT INVER
GROVE BREWING COMPANY LOCATED AT 9051 BUCHANAN TRAIL, INVER GROVE
HEIGHTS, MINNESOTA**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, The Moose Lodge 1088 has submitted an application Lawful Gambling Premises Permit at Inver Grove Brewing Company, 9051 Buchanan Trail, Inver Grove Heights, and

WHEREAS, the City of Inver Grove Heights has conducted the required background investigation on the application which has not developed any facts that would constitute the basis for denial, now

THEREFORE, BE IT RESOLVED, By the City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of the Moose Lodge 1088 for a lawful gambling premises permit at Inver Grove Brewing Company, 9051 Buchanan Trail, Inver Grove Heights subject to compliance with the provisions of the City's Gambling Ordinance or Minnesota Statutes relating to charitable gambling.

FURTHER, to direct staff to forward a copy of this resolution to the Minnesota Charitable Gambling Control Board.

Adopted this 12th day August, 2024.

Brenda Dietrich, Mayor

Attest:

Rebecca Kiernan, City Clerk

LG214 Premises Permit Application**Annual Fee \$150 (NON-REFUNDABLE)****REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113**Questions?** Call 651-539-1900 and ask for Licensing.**ORGANIZATION INFORMATION**Organization Name: Moose Lodge 1088License Number: 00110Chief Executive Officer (CEO) Kieth MomperDaytime Phone: 651-253-4061Gambling Manager: Peter GaarderDaytime Phone: 651-270-8468**GAMBLING PREMISES INFORMATION**Current name of site where gambling will be conducted: Inver Grove Brewing Company

List any previous names for this location:

Street address where premises is located: 9051 Buchanan Trail

(Do not use a P.O. box number or mailing address.)

City: **OR** Township:

County:

Zip Code:

Inver Grove HeightsDakota55076

Does your organization own the building where the gambling will be conducted?

☐

Yes

☒

No

If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?

☐

Yes

☒

No

☐

Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?

☐

Yes

☒

No

☐

Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number):

City:

State: Zip Code:

2500 50th Street EInver Grove HeightsMN55076MNMN

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION**CITY APPROVAL
for a gambling premises
located within city limits**City Name: Inver Grove HeightsDate Approved by City Council: August 12, 2024Resolution Number: _____
(If none, attach meeting minutes.)

Signature of City Personnel: _____

Title: City Clerk Date Signed: _____**Local unit of government
must sign.****COUNTY APPROVAL
for a gambling premises
located in a township**

County Name: _____

Date Approved by County Board: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of County Personnel: _____

Title: _____ Date Signed: _____

TOWNSHIP NAME: _____

Complete below only if required by the county.

On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
3. I have read this application and all information submitted to the Board is true, accurate, and complete.
4. All required information has been fully disclosed.
5. I am the chief executive officer of the organization.
6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.
7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
10. I understand the fee is non-refundable regardless of license approval/denial.



Signature of Chief Executive Officer (designee may not sign)

Date 7-12-24

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

An equal opportunity employer



Request for Council Action

SUBJECT: **Resolution Approving a Temporary Off-Site Gambling Permit for Moose Lodge #1088**

MEETING DATE: August 12, 2024

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the application of Moose Lodge #1088 for a temporary off-site gambling (bingo and tipboard) permit for the O'Reilly Auto Parts parking lot at 6582 Cahill Ave, in conjunction with IGH Days, September 6-9, 2024.

BACKGROUND

The Loyal Order of Moose Lodge #1088 has submitted an application for off-site gambling on September 6, 7, 8, and 9, 2024 for the Inver Grove Heights Days celebration. The Moose Lodge is seeking approval from the City in order to conduct bingo and tipboards for a civic celebration on a temporary basis.

FISCAL IMPACT

NA

RECOMMENDATION

Staff recommends adoption of the Resolution, approving a temporary off-site gambling permit.

ATTACHMENTS

1. Resolution Approving Moose Lodge #1088 Temporary Off-Site Gambling Permit
2. LG230 Application to Conduct Off-Site Gambling

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

RESOLUTION NO. 2024-158

**RESOLUTION APPROVING THE APPLICATION OF
LOYAL ORDER OF MOOSE LODGE 1088
TO CONDUCT OFF-SITE GAMBLING - BINGO
AT 6582 BLOCK CAHILL AVENUE**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, Loyal Order of Moose Lodge 1088 has submitted an application to Conduct Off-Site Gambling - Bingo at 6582 Block of Cahill Avenue Inver Grove Heights on the dates of September 6, 2024, September 7, 2024, September 8, 2024 and September 9, 2024.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of Loyal Order of Moose 1088 to conduct Off-Site Gambling – Bingo and Tipboards..

FURTHER, to direct staff to forward a copy of this resolution to the Minnesota Charitable Gambling Control Board.

Passed by the City Council of Inver Grove Heights this 12th day of August, 2024.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: Moose Lodge 1088 License Number: 00110

Address: 5927 Concord Blvd City: Inver Grove Heights, MN Zip: 55076

Chief Executive Officer (CEO) Name: Keith Momper Daytime Phone: 6512534061

Gambling Manager Name: Peter Gaarder Daytime Phone: 6512708468

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 09 / 06 / 24 to 09 / 09 / 24

Check the type of games that will be conducted:

☐ Raffle ☐ Pull-Tabs ☒ Bingo ☒ Tipboards ☐ Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Parking lot in front of O'Reilly Auto Parts

Street address and
City (or township): 6582 Cahill Ave Zip: 55076 County: Dakota

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☐ **Yes** If yes, a lease is not required.

☒ **No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: X [Signature] Date: 7-11-24

Print Lessor's Name: X Cristian Rocha

CONTINUE TO PAGE 2

LG230 Application to Conduct Off-Site Gambling

6/15 Page 2 of 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>Inver Grove Heights</u>	County Name: _____
Date Approved by City Council: <u>August 12, 2024</u>	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: <u>City Clerk</u> Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

x Ruth Mann

Signature of CEO (must be CEO's signature; designee may not sign)

x 7-12-24
Date

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



Request for Council Action

SUBJECT: **Public Hearing and Associated Resolutions for City Project 2025-09G - Bacardi Avenue and 88th Street West Reconstruction**

MEETING DATE: August 12, 2024

ITEM TYPE: Public Hearing

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to hold a public hearing and then adopt the attached Resolution, accepting the feasibility report and ordering the improvements for City Project 2025-09G – Bacardi Avenue and 88th Street West Reconstruction.

NOTE: This item requires a 4/5 vote of the Council to pass.

BACKGROUND

The Council initiated a feasibility study for this project on January 22, 2024, via Resolution 2024-12. As a result, the City hired a consultant, WSB, to perform the feasibility study. That study has now been completed and the associated report is attached for the Council's information.

The feasibility report recommends a project scope with the following key parameters:

1. Reconstruct Bacardi Avenue from the intersection of Bacardi Avenue and Aviary Path to approximately 700 feet north. The resulting roadway will be a 24-foot wide bituminous roadway with curb and gutter and storm sewer. Bacardi will terminate on the north end and have a "hammer head" turn around that is designed to accommodate emergency vehicles and maintenance operations.
2. An existing sanitary sewer will be rerouted along 88th Street to Argenta Trail to connect with a new sewer stub installed under the adjacent Argenta Trail Reconstruction Project (2023-089E). The sewer will be disconnected from the private system used by Emerald Hills Trailer Park, and that sewer easement vacated.
3. The existing 88th Street West roadway will be removed and replaced with storm water management features to accommodate runoff from the reconfigured Bacardi Avenue.

Per the City's Special Assessment Policy, the applicable assessment rate for gravel roads with public utilities is 55% to benefiting properties. Assessments for street and storm sewer were calculated by the City's engineering consultant, and subsequently reviewed by City staff, on a front footage basis in accordance with the City's Assessment Policy. The front footage costs were divided equally among the benefiting properties to create a per lot value. The City's Special Assessment Policy directs that

the per lot method be utilized to the greatest extent possible as it is shown to be the most equitable among all lots within the same zoning classification. If this project is ordered, the Council is also asked to adopt the attached Resolution ordering a Special Benefit Analysis to ensure that assessments levied are appropriate.

There are ten properties that will be assessed in conjunction with this project. An open house was held on July 24, 2024, where six of the ten homeowners attended, and the project was described and discussed. This project is proposed to be constructed in 2025 with the intended timing to coincide with the adjacent Argenta Trail reconstruction project to gain uniformity and potential efficiencies and cost savings in bidding and construction.

FISCAL IMPACT

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

Estimated Cost Summary for City Project No. 2025-09G

Improvement Item	Estimated Cost
Street Improvements	\$522,027
Storm Sewer Improvements	\$179,250
Storm Water Pond Improvements	\$ 81,108
Sanitary Sewer Improvements	\$110,655
Water Main Improvements	\$ 23,795
Total	\$916,835

Estimated Funding Summary for City Project No. 2025-09G

Funding Source	Amount
Pavement Management Funds - Local Streets	\$378,804
Storm Water Capital Fund	\$211,178
Sewer Capital Fund	\$110,655
Water Capital Fund	\$ 23,795
Special Assessments	\$192,403
Total	\$916,835

The Council is not being asked to vote on final project funding at this time. This estimate, derived from the feasibility report, is shared to provide a summary of *estimated* project costs. Final project costs will be determined through the final design process, and a final budget will be presented to the Council for action prior to awarding a construction contract for the work.

RECOMMENDATION

Following the public hearing, staff recommends adoption of the attached Resolution, accepting the feasibility report, ordering the project, and authorizing preparation of plans and specifications for City Project No. 2025-09G – Bacardi Avenue and 88th Street West Reconstruction. Additionally, if Council orders the project, staff recommends approval of the attached Resolution ordering a Special Benefit Analysis to be performed on the benefiting properties.

ATTACHMENTS

1. 88th and Bacardi Location Map
2. Resolution - Accept Feasibility and Order Improvement
3. Resolution - Order Benefit Appraisal
4. 2024-08-01_88th and Bacardi Final Feasibility Report

BACARDI AVE / 88TH STREET RECONSTRUCTION PROJECT City Project No. 2025-09G

PUBLIC IMPROVEMENT HEARING

August 12, 2024

Paul Merchlewicz, City Engineer



City of Inver Grove Heights

ENGINEERING DIVISION



www.ighmn.gov

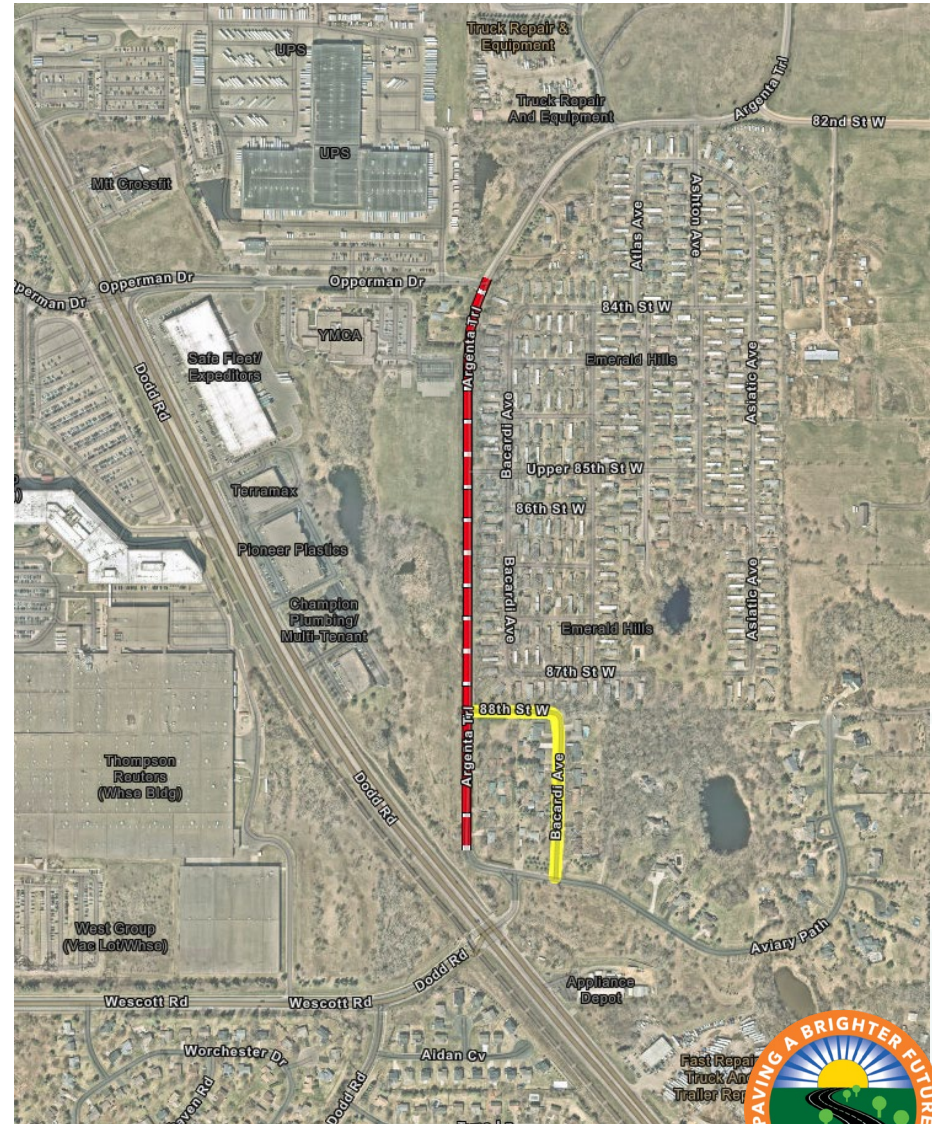
Tonight's Action Items

- Public Hearing for City Project No. 2025-09G – Bacardi Avenue/88th Street Reconstruction
 - Staff Presentation on Feasibility Report Findings
 - Council Questions
 - Public Hearing
- Consider Resolution to Receive Feasibility Report and Order Project
- Consider Resolution to Perform Special Benefit Analysis



Bacardi Avenue/88th Street Reconstruction Project

- Project Limits:
 - Bounded by Argenta Trail, 88th Street, and Aviary Path
- One of the remaining gravel roadways in Inver Grove Heights
- Existing Watermain and Sanitary Sewer in the Gravel Roadway



Project Background

- Project was brought before Council in 2003
- Current project proposes urban design instead of earlier rural design
- Improve Bacardi / Vacate 88th
- Coordination of roadway and utility improvements with adjacent Argenta Trail project
- City staff has discussed the project with adjacent property owners
- Construction proposed for 2025



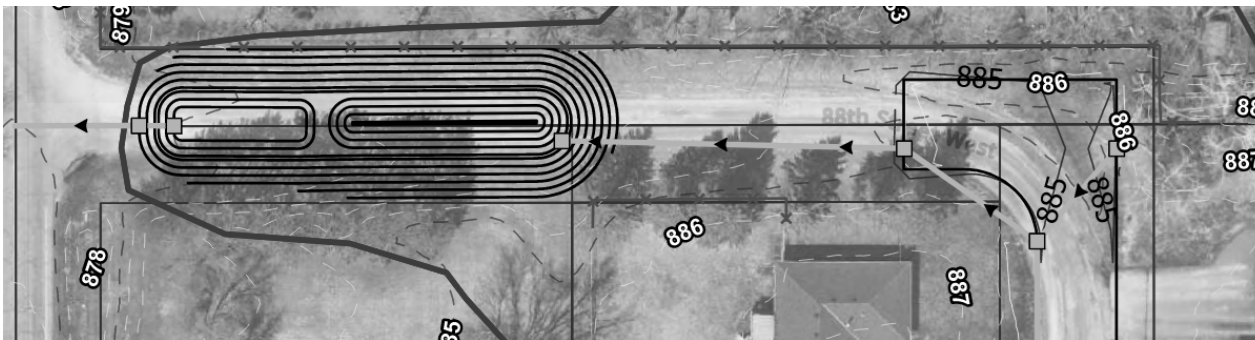
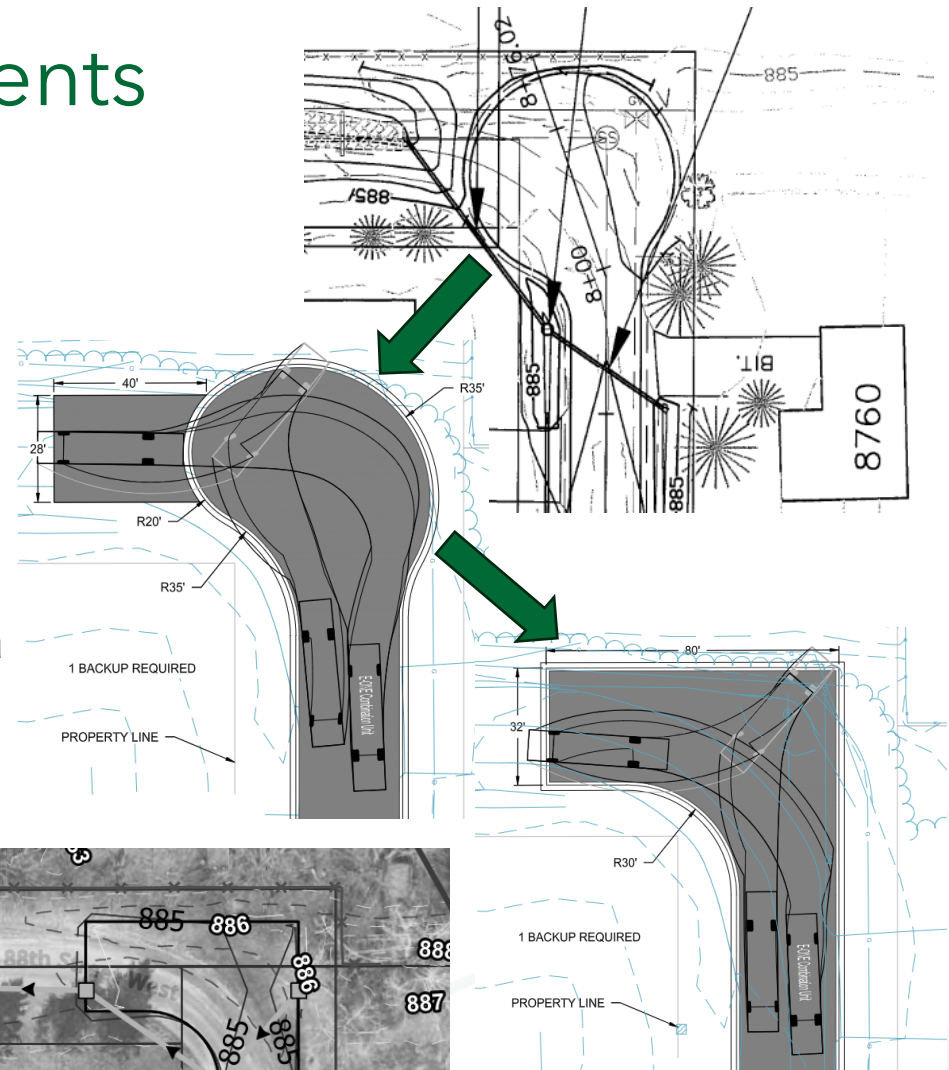
Existing Conditions

- Gravel Surface
- Slight depressions at edge of road that act as “ditches”
- No defined storm water management
- Runoff runs along edge or collects in yards or driveways
- Utilities under street (Water and Sanitary)
 - Sanitary routes through adjacent mobile home community (private sewer in easement)
- Maintenance Challenges
 - Dust Control
 - Utility Maintenance
 - Erosion Control



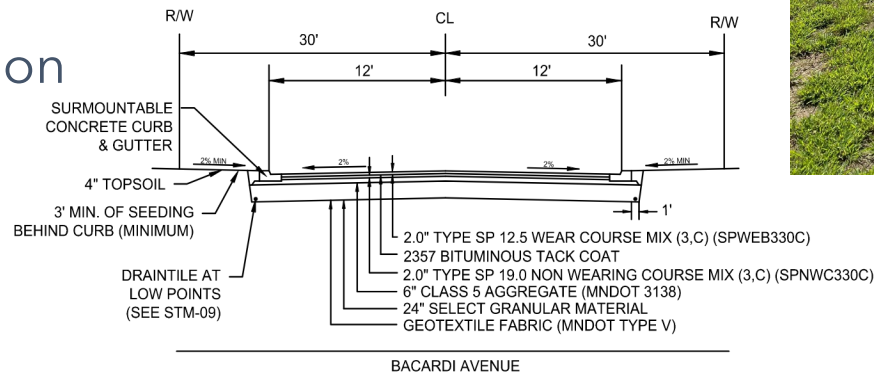
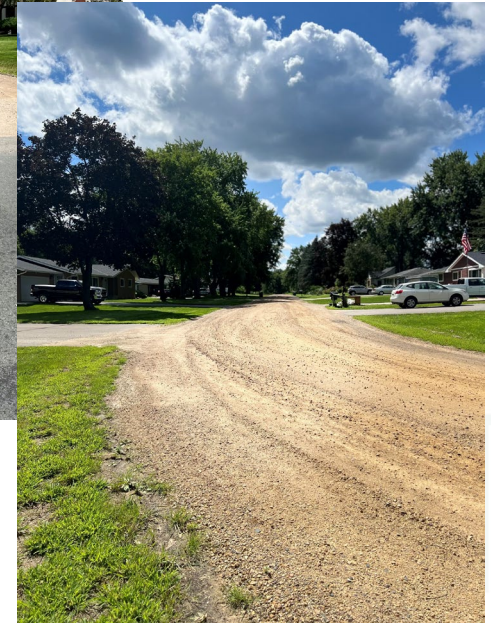
Scope of Improvements

- Reconstruction and Urbanization of the Roadway
- Vacate 88th Street and Create a Turnaround at end of Bacardi
- Use 88th Street Area as Stormwater Treatment
- Redirect Existing Sanitary to a New Connection at Argenta Trail



Benefits of Design Improvements

- Stormwater Management
- Public / Private Utility Separation
- Through Traffic Limitation
- Low Property Impact
- Easier Roadway and Utility Maintenance
- Dust Control
- Material Migration Control



Project Costs

Improvement	Estimated Cost
Street Improvements	\$522,027
Storm Sewer Improvements	\$179,250
Storm Water Improvements	\$81,108
Sanitary Sewer Improvements	\$110,655
Watermain Improvements	\$23,795
GRAND TOTAL	\$916,835



Project Funding Sources

Funding Source	Amount
Pavement Management Funds - Local Streets	\$378,804
Stormwater Utility Fund	\$211,178
Sewer Utility Fund	\$110,655
Water Utility Fund	\$23,795
Special Assessments	\$192,403
GRAND TOTAL	\$916,835

- Special Assessments paid by benefitting property owners per MN State Statute 429
- Assessable improvements are street, storm sewer, and storm water paid in part by benefitting property owners



Special Assessments – Street and Storm

- Special Assessments for surface and stormwater improvements are calculated on a front foot basis.
- After the City's portion of the front footage is subtracted off, the remaining portion is divided equally among the benefitted parcels.
- The City's Assessment policy is to assess 55% of the street and storm sewer costs for gravel road upgrades with existing sewer and water infrastructure.
- Total street and storm sewer assessable costs are estimated at **\$192,403.**



Project Cost and Funding Source Summary

	Assessment (55%)	City Portion	Total Assessment + City Portion	City Funding Source
Street Improvements*	\$143,223	\$378,804	\$522,027	Pavement Management- Local Streets (Fund 440)
Storm Improvements*	\$49,180	\$211,178	\$260,358	Stormwater Capital (Fund 531)
Sanitary Improvements	-	\$110,655	\$110,655	Sewer Capital (Fund 521)
Watermain Improvements	-	\$23,795	\$23,795	Water Capital (Fund 511)
Total	\$192,403	\$724,432	\$916,835	

*Assessed rate is 55% of total assessable street and storm costs for gravel road paving projects.

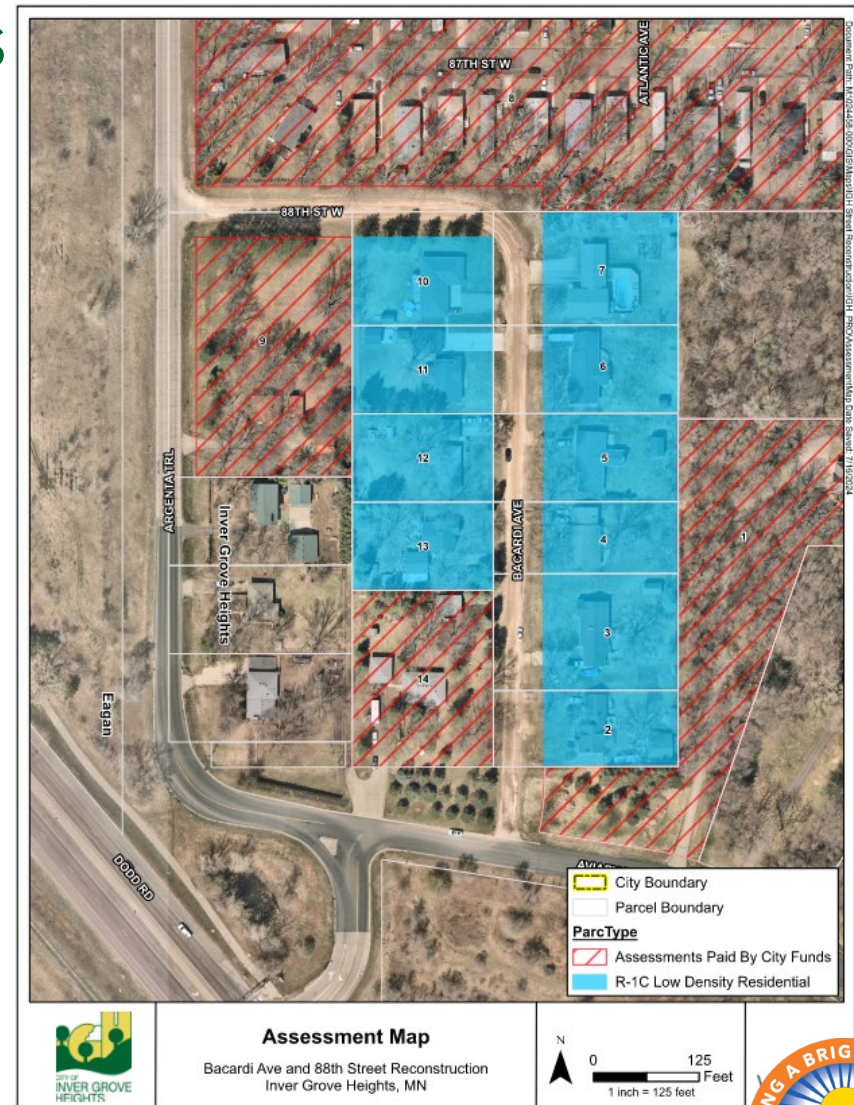
Preliminary Assessment**	Feasibility Amount
Single Family Residential	\$19,240.26

- 10 single-family lots assessed on a uniform *per parcel* basis
- Assessment term and interest determined at assessment hearing per City policy.



Special Assessments

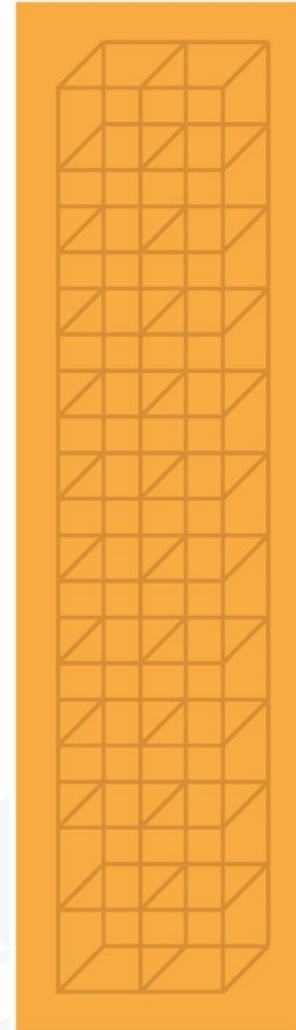
- The City has not performed a Special Benefit Analysis. Staff recommends having an independent analysis performed due to unique project.
- Final Special Assessments will be determined based on as-built construction costs in Fall, 2025.
- Special Assessment payment term estimated at 15 years.



Feasibility Report Recommendation

Feasibility Report recommendation is that City Project 2025-09G is:

- Feasible
- Necessary
- Cost effective, and
- Would benefit the properties in the project area.



FEASIBILITY REPORT

BACARDI AVENUE AND 88TH STREET
W. RECONSTRUCTION
INVER GROVE HEIGHTS | MINNESOTA

Prepared for:

City of Inver Grove Heights

8150 Barbara Avenue

Inver Grove Heights, MN 555077

CITY PROJECT NO. 2025-09G

WSB PROJECT NO. 024458-000



Bacardi Avenue/88th Street Reconstruction Project Schedule

Item	Date
Authorize Feasibility Study *	January 22, 2024
Finalize Feasibility Report	August 2024
Public Hearing/Order Improvement (IGH)*	August 12, 2024
Final Design	August 2024 - December 2024
Approve Plans/Authorize Ad for Bid *	February 2025
Open Bids	March 2025
Accept Bids/Recommend Contract Award *	April 2025
Begin Construction	Late Spring 2025
End Construction	Fall 2025
Assessment Hearing Informational Public Meeting	October 8, 2025
Assessment Hearing *	October 27, 2025

* Denotes City Council Action

Public Hearing Format

1. Staff has presented summary of proposed improvements
2. Staff will receive questions from Council
3. Council will be asked to open the Public Hearing for specified project area
 - Receive Public Input/Documents/Comments
4. Close Hearing
5. Discuss project merits, ask any follow-up questions of staff
6. Council Considers Adopting Resolutions
 - Ordering Project for Bacardi Avenue/88th Street Reconstruction (Requires 4/5 Vote)
 - Authorizing Preparation of Plans and Specs
 - Authorizing Pursuit of Contract for Special Benefit Analysis



Recommendations

1. Open Hearing:
 - 2025-09G – Bacardi Avenue / 88th Street Reconstruction Project
2. Receive Public Input/Documents
3. Close Hearing
4. Council Considers Adopting Resolution
 - Receive the Feasibility Report
 - Order Project (Requires 4/5 Vote)
 - Authorizes preparation of final plans and specifications
 - Order Special Benefit Analysis





CITY ADMINISTRATION

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

www.ighmn.gov



Minnesota
GreenStep Cities





Project Location Map

Bacardi Ave and 88th Street Reconstruction
Inver Grove Heights, MN



0 125
Feet
1 inch = 125 feet



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

RESOLUTION NO. 2024-159

**RESOLUTION ACCEPTING FEASIBILITY REPORT AND ORDERING IMPROVEMENT FOR CITY
PROJECT NO. 2025-09G**

WHEREAS, on January 22, 2024, City Council authorized the preparation of a feasibility report for City Project No. 2025-09G – Bacardi Avenue Street Improvements; and

WHEREAS, Staff from the City of Inver Grove Heights, in cooperation with consultant staff, have prepared a draft feasibility report, offered to meet with impacted property owners and incorporated feedback into the report, and presented the final feasibility report to Council for acceptance; and

WHEREAS, on July 8, 2024, the City Council called for a public hearing on for City Project No. 2025-09G – Bacardi Avenue Street Improvements, to be held at 6:00 PM on August 12, 2024, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077; and

WHEREAS, published and mailed notice was given pursuant to Minnesota Statutes, Section 429.031, and the public hearing was held thereon on August 12, 2024, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. The Feasibility Report for the improvement, City Project No. 2025-09G, is hereby received.
2. The City Council has considered the improvements in accordance with the Feasibility Report and will assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$916,835.
3. The improvement is necessary, cost-effective, and feasible as defined in the Feasibility Report.
4. Such improvement is hereby ordered as proposed in this Resolution.
5. The preliminary estimated assessments as shown on the preliminary assessment roll are hereby considered “pending”.
6. The Project is being funded by the Pavement Management Fund (Fund 440), Storm Water Capital Fund (531), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), and Special Assessments.
7. The construction contract for these improvements shall be let no later than three years after the adoption of this Resolution.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12th day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-160

**RESOLUTION ORDERING A BENEFIT APPRAISAL FOR CITY PROJECT NO. 2025-09G –
BACARDI AVENUE AND 88TH STREET WEST RECONSTRUCTION**

WHEREAS, on August 12, 2024, a public hearing was held accepting the feasibility report for City Project No. 2025-09G – Bacardi Avenue and 88th Street West Reconstruction was ordered; and

WHEREAS, as part of the feasibility report, a preliminary assessment role was prepared and considered “pending”; and

WHEREAS, City staff have identified that preliminary assessment values of \$19,240.26 per residential lot equate to approximately six percent of average home values per Dakota County Assessor’s Office estimated ranges. Staff view this value as higher than typically seen for reconstruction projects; and

WHEREAS, based on the improvement type for this project and the potential estimated cost per benefitted property, a formal Benefit Appraisal is warranted to identify the fair value for assessed improvements.

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

1. City staff are directed to solicit proposals for performing a Benefit Appraisal for City Project No. 2025-09G from the City’s consulting pool for such tasks.
2. Upon selection of the preferred consultant by Staff, the Mayor and City Clerk are hereby authorized and directed to enter a Work Order Contract for the scope of work included by reference as part of the current Master Professional Services Agreement.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12th day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



FEASIBILITY REPORT

BACARDI AVENUE AND 88TH STREET
W. RECONSTRUCTION
INVER GROVE HEIGHTS | MINNESOTA

Prepared for:

City of Inver Grove Heights

8150 Barbara Avenue

Inver Grove Heights, MN 555077

CITY PROJECT NO. 2025-09G

WSB PROJECT NO. 024458-000



August 12, 2024

Honorable Mayor and City Council
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 555077

Re: Bacardi Avenue And 88th Street W. Reconstruction
City of Inver Grove Heights
City Project No. 2025-09G
WSB Project No. 024458-000

Dear Honorable Mayor and City Council:

The following is a feasibility report addressing infrastructure improvements along Bacardi Avenue and 88th Street West between Argenta Trail and Aviary Path.

The proposed improvements include paving the existing aggregate surface, installing curb and gutter, storm sewer and a stormwater basin. There are also sanitary sewer improvements and minor watermain improvements.

We would be happy to discuss this report with you at your convenience. Please contact me directly at 608.632.1432 if you have any questions.

Sincerely,

WSB

Kyle Hoff, PE
Project Manager

Attachments

cc: Monica Heil, WSB



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Letter of Introduction

Table of Contents

Certification

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Appendix A - Figures

Appendix B - Opinion of Probable Cost

Appendix C - Assessment Map Preliminary Assessment Roll



Certification Sheet

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

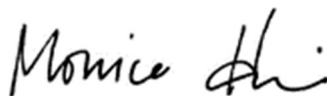
Kyle Hoff, PE



Date: August 12, 2024 Lic. No. 59709

Quality Control Review Completed By:

Monica Heil, PE



Date: August 12, 2024 Lic. No. 47497



1 Executive Summary

The Bacardi Avenue and 88th Street West Reconstruction project, City Project No. 2025-09G, was initiated by City Council, and the feasibility report was ordered at the January 22, 2024, City Council meeting. This project consists of roadway and utility improvements. Surface improvement work will include removal of the existing gravel pavement, installation of a new roadway section, spot subgrade corrections as necessary, installation of new concrete curb and gutter, and storm sewer installation. A stormwater facility, in the form of an infiltration basin with a forebay, will also be installed on the western end of 88th Street West, near Argenta Trail. Utility improvements include watermain valve and hydrant adjustments and extending the sanitary sewer main through the 88th Street West right-of-way. A map of the project area is included in **Appendix A**.

The limits of the project as presented in this feasibility report are along Bacardi Avenue and 88th Street W. from Argenta Trail to Aviary Path. The total project cost is estimated to be \$916,835. The project is proposed to be funded through Special Assessments to benefitting property owners and local funds.

The estimated project cost includes a ten percent (10%) contingency and twenty-eight percent (28%) indirect costs as presented in legal, engineering, administrative, and financing costs (LEAF).



2 Introduction

2.1 Authorization

On January 22, 2024, the Inver Grove Heights City Council authorized the preparation of an engineering feasibility report for the Bacardi Avenue and 88th Street West Reconstruction project. This project is designated as City Project No. 2025-09G.

2.2 Scope

This report investigates the feasibility of proposed reconstruction, bituminous paving and urbanization of Bacardi Avenue and removal of the gravel surface on 88th Street W. from Aviary Path to Argenta Trail. Urbanization will include the addition of storm sewer facilities within the corridor. The proposed improvements also include sanitary sewer improvements that will extend the public sanitary sewer main, which currently flows into a system located within an easement within the Emerald Hills mobile home community, to the 88th Street right-of-way towards Argenta Trail, and construction of a stormwater facility within the 88th Street right-of-way.

2.3 Data Available

Information and materials used in the preparation of this report include the following:

- City of Inver Grove Heights Miscellaneous As-Builts
- City of Inver Grove Heights preliminary construction plans for this corridor dated April 14, 2003 (City project No. 2003-23).
- City of Inver Grove Heights Assessment Policy, adopted November 27, 2023
- City of Inver Grove Heights Land Use Maps
- Geotechnical Investigation Report: WSB, dated April 15, 2024



3 Existing Conditions

3.1 Surface and Street

Bacardi Avenue and 88th Street West currently exist as gravel roadways, without any curb and gutter and a poorly defined ditch section. The width of the gravel street varies from 18' to 26'. The aggregate section thickness varies from 7 inches to 14 inches. The properties along Bacardi Avenue and 88th Street are metes and bounds parcels, with 60 foot wide road easements for both streets.

Portions of Bacardi Avenue is crowned with some shallow ditch sections on either side. Both sides of the street are generally quite flat compared with the center of the street. The southern portion of Bacardi Avenue provides greater elevation relief in the boulevard areas.

88th Street West generally flows from the southerly to the northerly edge of the gravel. The northerly boulevard area of 88th Street West also drains to the roadway gravel edge, with a berm existing along the northeastern section of the street.

3.2 Sanitary Sewer

There is existing 8" vitrified clay pipe (VCP) sanitary sewer along Bacardi Avenue flowing south to north from a manhole located north of Aviary Path to the Emerald Hills mobile home community north of and adjacent to 88th Street West. This was constructed in 1974 and appears to be in good condition based on City Public Works Staff reviews.

3.3 Water Main

Watermain runs along 88th Street and Bacardi Avenue from Argenta Trail to Aviary Path. The watermain is 6" ductile iron pipe (DIP). There is also a watermain vault and metering station located on the north side of 88th Street, with watermain running from 88th Street north and into the Emerald Hills mobile home community.

3.4 Storm Sewer

There is no existing storm sewer or storm culverts along 88th Street W. and Bacardi Avenue.



4 Proposed Improvements

4.1 Surface and Street

This project proposes to reconstruct Bacardi Avenue to an urbanized, bituminous paved street section. The proposed improvements include surmountable curb and gutter, 4 inches of bituminous pavement, 6 inches of aggregate base and a 2 foot sand subbase. The proposed width is 24 feet from gutter to gutter, with the alignment centered in the roadway easement.

The gravel surface on 88th Street W. is proposed to be removed to provide an area to construct a stormwater basin within the 88th Street West roadway easement that will treat and manage stormwater from Bacardi Avenue. As no driveways exist along 88th Street West, removal of the 88th Street West gravel roadway will not impact property access along Bacardi Avenue nor Argenta Trail. Removal of the 88th Street West gravel roadway section will create a terminus for Bacardi Avenue at the northerly limits, and a hammerhead is proposed at the north end of Bacardi Avenue for vehicle turnaround movements. The proposed hammerhead will be constructed within the existing Bacardi Avenue and 88th Street West roadway easements.

4.1.1 Street Alternative

An alternative roadway section that was also considered for Bacardi Avenue was a paved, rural roadway section with properly graded ditches on both sides of the street in accordance with the City's standard Rural Street Design – Local Street detail. However, the existing limited boulevard grades along Bacardi Avenue would require grading back nearly to the garage floors of some of the lowest elevated houses along corridor, requiring purchase of easements along both sides of the street to facilitate construction. We do not recommend pursuing this option as it would require significant tree removal, grading impacts and driveway impacts for properties along the corridor, resulting in an increase of the overall project costs relative to the costs to construct an urban section.

4.2 Sanitary Sewer

The existing sanitary sewer along Bacardi Avenue flows north into a manhole located within the Emerald Hills mobile home community. This project proposes to reroute that flow from an existing manhole at the north end of Bacardi Avenue west to a new manhole to be constructed with the reconstruction of Argenta Trail in 2025 (City Project No. 2023-09E). That project proposes to extend sanitary sewer from an existing City of Eagan sanitary sewer on the west side of Argenta Trail to Argenta Trail at 88th Street West, and then south along Argenta Trail to serve the single family residential Inver Grove Heights parcels located along the east side of Argenta Trail. That will allow this project to route the Bacardi Avenue sewer to the west within the 88th Street West roadway easement, such that it does not need to flow through the Emerald Hills mobile home community. The remaining sewer line to the north is proposed to be bulk headed and abandoned in place.



4.3 Water Main

There are no proposed improvements to the watermain with this project except for the adjustment of gate valves to the new roadway surface elevations. The proposed easterly curb line for Bacardi Avenue will be located such that valve locations are avoided.

4.4 Storm Sewer

The project proposes to collect storm water using curb and gutter and then directing it to catch basins on the proposed cul-de-sac at the north end of Bacardi Avenue. The storm sewer will discharge into the proposed stormwater management facility in the 88th Street West roadway easement.

4.5 Stormwater Management

The reconstruction and paving of Bacardi Avenue triggers stormwater volume retention requirements. The removal of the gravel surface on 88th Street West allows the 88th Street roadway easement to be used as the location of a stormwater basin. This will take the form of an infiltration basin with a wet forebay to remove some sediment from the stormwater prior to infiltrating.

One option for this design is to construct an infiltration basin with a forebay at the minimum size necessary to meet the stormwater treatment and detention requirements (Option 1). The second option is to construct a larger infiltration basin and forebay to use as much of the 88th Street ROW as is feasible (Option 2). The increase in stormwater treatment and retention from Option 2 would be beneficial to the City by reducing the potential of flooding and improving water quality downstream of this area. These options are evaluated in depth in the Stormwater Feasibility Report, which was developed concurrently with this feasibility report.

For the reasons described in the stormwater report, it is recommended that Option 2 be selected. There is an increased up front cost, but the larger basin will improve water quality, reduce flooding and can reduce long term maintenance costs. The larger basin may also be able to collect and treat some of the drainage from the adjacent Argenta Trail. The cost estimate for this option is included in the Opinion of Probable Cost in **Appendix B**.



5 Financing

5.1 Opinion of Probable Cost

The total project cost is estimated to be \$916,835. A detailed breakdown of the cost opinion for the proposed project can be found in Appendix B of this report. The opinion of cost incorporates estimated 2025 construction costs and includes a 10% contingency factor. Indirect costs are projected at 28% of the estimated construction cost and include legal, engineering, administrative, and financing costs.

Table 1 Bacardi Avenue and 88th Street Reconstruction	
Improvement	Estimated Cost
Street Improvements	\$522,027
Storm Sewer Improvements	\$179,250
Stormwater Improvements	\$81,108
Sanitary Sewer Improvements	\$110,655
Watermain Improvements	\$23,795
GRAND TOTAL	\$916,835

5.2 Funding

The proposed funding for the improvements is from City funds and assessments to benefiting properties. The proposed amount for each funding source is identified below:

Table 2 Funding Summary	
Funding Source	Amount
Pavement Management Funds – Local Streets	\$ 378,804
Stormwater Utility Fund	\$ 211,178
Sewer Utility Fund	\$ 110,655
Water Utility Fund	\$ 23,795
Special Assessments	\$ 192,403
GRAND TOTAL	\$916,835



5.3 Preliminary Assessment Roll

Assessments will be levied against the benefiting properties as outlined in Minnesota Statute 429 and the City of Inver Grove Heights' Special Assessment Policy. The proposed assessment roll for the Bacardi Avenue and 88th Street West Reconstruction project is included in **Appendix C** of this report, along with corresponding assessment maps identifying the benefiting properties.

Special Assessments for surface and storm water improvements are calculated on a per unit basis for properties abutting the proposed roadway improvements. Special Assessments are calculated using the total street and storm sewer costs for the project:

$$\$522,027.26 + \$179,249.66 = \$701,276.92$$

In accordance with the City of Inver Grove Heights' Assessment policy, these costs were then prorated to 55% to reflect gravel road paving costs and the assessable costs for the project were calculated to be:

$$\$701,276.92 * 55\% = \$385,702.31$$

The front footage of all lots on Bacardi Avenue and 88th Street are added up and the assessable cost above is divided by that total frontage to create a front footage rate. Some of the frontage along Bacardi Avenue and 88th Street will be paid by City pavement management funds on a per front footage basis. This includes the frontage of 8851 Bacardi Avenue, which is only assessed for Aviary Path (based on precedent set by previous projects), and the frontage along 88th Street West.

Assessments for the remaining individual parcels were then calculated on a per unit basis. This involves subtracting the City paid assessment amount from the total assessable cost, then dividing that amount by the total number of remaining assessed parcels. Refer to the Assessment Roll in **Appendix C** for further detail.



6 Project Schedule

The proposed schedule for this improvement is as follows:

Task Number	Task Description	Completion Date
1	Public Improvement Hearing Council Receives Report, Orders Project and Authorizes Preparation of Final Plans and Specs	August 12, 2024
2	Final Plans and Specifications Development	Mid-August – December 2024
3	Council Approves Plans and Specs, Authorize Ad for Bid	December 2024
4	Bid Opening	January 2025
5	City Council Accepts Bids/Awards Contracts	February 2025
6	Neighborhood Pre-Construction Open House	March 2025
7	Begin Construction	Spring 2025
8	End Construction	Fall 2025
9	Assessment Hearing Informational Meeting	October 8, 2025
10	Assessment Hearing	October 27, 2025



7 Feasibility and Recommendation

The Bacardi Avenue and 88th Street West Reconstruction project includes street reconstruction and paving, installation of concrete curb and gutter, sanitary sewer improvements, watermain improvements, and drainage improvements.

The total estimated cost for the Bacardi Avenue and 88th Street West Reconstruction project including roadway, drainage, sanitary, and watermain improvements is \$916,835. The project is proposed to be funded through local funds and Special Assessments to benefitting property owners. Construction costs are based on anticipated construction costs for 2025.

This project is feasible, necessary, and cost-effective from an engineering standpoint. The project feasibility is subject to financial review by the City. Based on the information contained in this report, it is recommended to proceed with the improvements as outlined in this report.



Appendix A

Figure 1 – Project Location Map



Project Location Map

Bacardi Ave and 88th Street Reconstruction
Inver Grove Heights, MN



0 125 Feet
1 inch = 125 feet





Appendix B

Opinion of Probable Cost – Stormwater Option 1

Opinion of Probable Cost - Stormwater Option 2

OPINION OF PROBABLE COST - URBANIZATION - STORMWATER OPTION 1						
WSB Project: Bacardi Avenue and 88th Street W. Reconstruction Project Location: Inver Grove Heights, MN City Project No.: 2025-09G WSB Project No: 024458-000					Design By: KWH Checked By: MH Date: 5/23/2024	
Item No.	MnDOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
A. STREET IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	1	\$ 36,300.00	\$ 36,300.00
2	2101.502	CLEARING	EACH	5	\$ 400.00	\$ 2,000.00
3	2101.502	GRUBBING	EACH	5	\$ 300.00	\$ 1,500.00
4	2101.505	CLEARING	ACRE	0.05	\$ 15,000.00	\$ 750.00
5	2101.505	GRUBBING	ACRE	0.05	\$ 15,000.00	\$ 750.00
6	2104.502	REMOVE MAIL BOX SUPPORT	EACH	10	\$ 90.00	\$ 900.00
7	2104.502	SALVAGE SIGN	EACH	1	\$ 55.00	\$ 55.00
8	2104.503	REMOVE CURB & GUTTER	L F	60	\$ 10.00	\$ 600.00
9	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	32	\$ 12.00	\$ 384.00
10	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	300	\$ 6.00	\$ 1,800.00
11	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	20	\$ 10.00	\$ 200.00
12	2106.507	EXCAVATION - COMMON	C Y	1420	\$ 17.00	\$ 24,140.00
13	2106.507	EXCAVATION - SUBGRADE	C Y	2330	\$ 17.00	\$ 39,610.00
14	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	2330	\$ 21.00	\$ 48,930.00
15	2108.504	GEOTEXTILE FABRIC TYPE 5	S Y	3020	\$ 3.00	\$ 9,060.00
16	2112.604	SUBGRADE PREPARATION	S Y	3020	\$ 3.00	\$ 9,060.00
17	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	530	\$ 36.00	\$ 19,080.00
18	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	130	\$ 4.00	\$ 520.00
19	2360.504	TYPE SP 12.5 WEAR CRS MIX(2:B)3.0" THICK	S Y	170	\$ 40.00	\$ 6,800.00
20	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3:C)	TON	290	\$ 95.00	\$ 27,550.00
21	2360.509	TYPE SP 19.0 WEARING COURSE MIX (3:C)	TON	290	\$ 85.00	\$ 24,650.00
22	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	170	\$ 100.00	\$ 17,000.00
23	2531.603	CONCRETE CURB & GUTTER DES SURMOUNTABLE	L F	1650	\$ 33.00	\$ 54,450.00
24	2531.603	7" CONCRETE VALLEY GUTTER	L F	60	\$ 40.00	\$ 2,400.00
25	2540.602	INSTALL MAIL BOX SUPPORT	EACH	10	\$ 180.00	\$ 1,800.00
26	2563.601	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00
27	2564.602	INSTALL SALVAGED SIGN	EACH	1	\$ 200.00	\$ 200.00
28	2572.510	PRUNE TREES	HOURL	16	\$ 350.00	\$ 5,600.00
29	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 4,000.00	\$ 4,000.00
30	2573.502	STORM DRAIN INLET PROTECTION	EACH	2	\$ 300.00	\$ 600.00
31	2573.503	SILT FENCE; TYPE MS	L F	440	\$ 4.50	\$ 1,980.00
32	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	300	\$ 5.00	\$ 1,500.00
33	2574.507	COMMON TOPSOIL BORROW	C Y	150	\$ 45.00	\$ 6,750.00
34	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	130	\$ 4.00	\$ 520.00
35	2575.505	SEEDING	ACRE	0.60	\$ 1,400.00	\$ 840.00
36	2575.508	SEED MIXTURE 25-131	LB	140	\$ 8.20	\$ 1,148.00
37	2575.508	HYDRAULIC MULCH MATRIX	LB	1790	\$ 1.40	\$ 2,506.00
38	2575.523	WATER	MGAL	65	\$ 65.00	\$ 4,225.00
CONSTRUCTION TOTAL						\$ 370,158.00
CONTINGENCY TOTAL (10%)						\$ 37,015.80
SUBTOTAL						\$ 407,173.80
INDIRECT COST TOTAL (28%)						\$ 114,008.66
TOTAL						\$ 521,182.46
B. STORM SEWER IMPROVEMENTS						
39	2104.503	REMOVE PIPE CULVERTS	L F	76	\$ 18.00	\$ 1,368.00
40	2501.502	15" RC PIPE APRON	EACH	1	\$ 2,100.00	\$ 2,100.00
41	2502.503	4" PERF PVC PIPE DRAIN	L F	100	\$ 15.00	\$ 1,500.00
42	2503.503	12" RC PIPE SEWER CLASS V	L F	434	\$ 85.00	\$ 36,890.00
43	2503.503	15" RC PIPE SEWER CLASS V	L F	539	\$ 100.00	\$ 53,900.00
44	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	3	\$ 4,000.00	\$ 12,000.00
45	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	4	\$ 6,500.00	\$ 26,000.00
46	2511.507	RANDOM RIPRAP CLASS III	C Y	5	\$ 150.00	\$ 750.00
CONSTRUCTION TOTAL						\$ 134,508.00
CONTINGENCY TOTAL (10%)						\$ 13,450.80
SUBTOTAL						\$ 147,958.80
INDIRECT COST TOTAL (28%)						\$ 41,428.46
TOTAL						\$ 189,387.26

C. STORM WATER IMPROVEMENTS - OPTION 1

47	2106.507	EXCAVATION - COMMON	C Y	620	\$ 30.00	\$ 18,600.00
48	2501.502	18" RC PIPE APRON	EACH	1	\$ 2,300.00	\$ 2,300.00
49	2503.503	18" RC PIPE SEWER CLASS V	L F	39	\$ 115.00	\$ 4,485.00
50	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	1	\$ 7,500.00	\$ 7,500.00
51	2511.507	RANDOM RIPRAP CLASS III	C Y	6	\$ 150.00	\$ 900.00
52	2575.504	GRANULAR FILTER (CV)	C Y	60	\$ 80.00	\$ 4,800.00
53	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	180	\$ 4.00	\$ 720.00
54	2575.505	SEEDING	ACRE	0.10	\$ 6,000.00	\$ 600.00
55	2575.508	SEED MIXTURE 33-261	LB	2	\$ 45.00	\$ 90.00

CONSTRUCTION TOTAL	\$	39,995.00
CONTINGENCY TOTAL (10%)	\$	3,999.50
SUBTOTAL	\$	43,994.50
INDIRECT COST TOTAL (28%)	\$	12,318.46
TOTAL	\$	56,312.96

D. SANITARY SEWER IMPROVEMENTS

56	2104.502	REMOVE CASTING	EACH	3	\$ 250.00	\$ 750.00
57	2104.603	ABANDON PIPE SEWER	L F	75	\$ 28.00	\$ 2,100.00
58	2503.503	8" PVC PIPE SEWER	L F	380	\$ 70.00	\$ 26,600.00
59	2503.601	SANITARY SEWER BYPASS PUMPING	LS	1	\$ 5,000.00	\$ 5,000.00
60	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 3,200.00	\$ 3,200.00
61	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	1	\$ 3,500.00	\$ 3,500.00
62	2503.603	TELEWISE SANITARY SEWER	L F	380	\$ 8.00	\$ 3,040.00
63	2504.603	18" PVC CASING PIPE	L F	140	\$ 220.00	\$ 30,800.00
64	2506.602	CASTING ASSEMBLY (SANITARY)	EACH	3	\$ 1,200.00	\$ 3,600.00

CONSTRUCTION TOTAL	\$ 78,590.00
CONTINGENCY TOTAL (10%)	\$ 7,859.00
SUBTOTAL	\$ 86,449.00
INDIRECT COST TOTAL (28%)	\$ 24,205.72
TOTAL	\$ 110,654.72

E. WATER MAIN IMPROVEMENTS

65	2104.502	REMOVE HYDRANT	EACH	1	\$ 750.00	\$ 750.00
66	2504.602	HYDRANT	EACH	1	\$ 8,000.00	\$ 8,000.00
67	2504.602	ADJUST HYDRANT	EACH	3	\$ 1,800.00	\$ 5,400.00
68	2504.602	ADJUST GATE VALVE & BOX	EACH	5	\$ 550.00	\$ 2,750.00

CONSTRUCTION TOTAL	\$	16,900.00
CONTINGENCY TOTAL (10%)	\$	1,690.00
SUBTOTAL	\$	18,590.00
INDIRECT COST TOTAL (28%)	\$	5,205.20
TOTAL	\$	23,795.20

GRAND TOTAL	\$ 901,332.61
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DISCLAIMER:

In review of this Opinion of Probable Cost, the Client understands that the Consultant has no control over the availability of labor, equipment or materials, market conditions, or the Contractor's method of pricing. This Opinion of Probable Cost is made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, expressed or implied, regarding the ultimate bids or negotiated cost of the Work.

OPINION OF PROBABLE COST - URBANIZATION - STORMWATER OPTION 2						
WSB Project: Bacardi Avenue and 88th Street W. Reconstruction Project Location: Inver Grove Heights, MN City Project No.: 2025-09G WSB Project No: 024458-000					Design By: KWH Checked By: MH Date: 5/23/2024	
Item No.	MnDOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
A. STREET IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	1	\$ 36,900.00	\$ 36,900.00
2	2101.502	CLEARING	EACH	5	\$ 400.00	\$ 2,000.00
3	2101.502	GRUBBING	EACH	5	\$ 300.00	\$ 1,500.00
4	2101.505	CLEARING	ACRE	0.05	\$ 15,000.00	\$ 750.00
5	2101.505	GRUBBING	ACRE	0.05	\$ 15,000.00	\$ 750.00
6	2104.502	REMOVE MAIL BOX SUPPORT	EACH	10	\$ 90.00	\$ 900.00
7	2104.502	SALVAGE SIGN	EACH	1	\$ 55.00	\$ 55.00
8	2104.503	REMOVE CURB & GUTTER	L F	60	\$ 10.00	\$ 600.00
9	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	32	\$ 12.00	\$ 384.00
10	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	300	\$ 6.00	\$ 1,800.00
11	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	20	\$ 10.00	\$ 200.00
12	2106.507	EXCAVATION - COMMON	C Y	1420	\$ 17.00	\$ 24,140.00
13	2106.507	EXCAVATION - SUBGRADE	C Y	2330	\$ 17.00	\$ 39,610.00
14	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	2330	\$ 21.00	\$ 48,930.00
15	2108.504	GEOTEXTILE FABRIC TYPE 5	S Y	3020	\$ 3.00	\$ 9,060.00
16	2112.604	SUBGRADE PREPARATION	S Y	3020	\$ 3.00	\$ 9,060.00
17	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	530	\$ 36.00	\$ 19,080.00
18	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	130	\$ 4.00	\$ 520.00
19	2360.504	TYPE SP 12.5 WEAR CRS MIX(2:B)3.0" THICK	S Y	170	\$ 40.00	\$ 6,800.00
20	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3:C)	TON	290	\$ 95.00	\$ 27,550.00
21	2360.509	TYPE SP 19.0 WEARING COURSE MIX (3:C)	TON	290	\$ 85.00	\$ 24,650.00
22	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	170	\$ 100.00	\$ 17,000.00
23	2531.603	CONCRETE CURB & GUTTER DES SURMOUNTABLE	L F	1650	\$ 33.00	\$ 54,450.00
24	2531.603	7" CONCRETE VALLEY GUTTER	L F	60	\$ 40.00	\$ 2,400.00
25	2540.602	INSTALL MAIL BOX SUPPORT	EACH	10	\$ 180.00	\$ 1,800.00
26	2563.601	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00
27	2564.602	INSTALL SALVAGED SIGN	EACH	1	\$ 200.00	\$ 200.00
28	2572.510	PRUNE TREES	HOURL	16	\$ 350.00	\$ 5,600.00
29	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 4,000.00	\$ 4,000.00
30	2573.502	STORM DRAIN INLET PROTECTION	EACH	2	\$ 300.00	\$ 600.00
31	2573.503	SILT FENCE; TYPE MS	L F	440	\$ 4.50	\$ 1,980.00
32	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	300	\$ 5.00	\$ 1,500.00
33	2574.507	COMMON TOPSOIL BORROW	C Y	150	\$ 45.00	\$ 6,750.00
34	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	130	\$ 4.00	\$ 520.00
35	2575.505	SEEDING	ACRE	0.60	\$ 1,400.00	\$ 840.00
36	2575.508	SEED MIXTURE 25-131	LB	140	\$ 8.20	\$ 1,148.00
37	2575.508	HYDRAULIC MULCH MATRIX	LB	1790	\$ 1.40	\$ 2,506.00
38	2575.523	WATER	MGAL	65	\$ 65.00	\$ 4,225.00
CONSTRUCTION TOTAL						\$ 370,758.00
CONTINGENCY TOTAL (10%)						\$ 37,075.80
SUBTOTAL						\$ 407,833.80
INDIRECT COST TOTAL (28%)						\$ 114,193.46
TOTAL						\$ 522,027.26
B. STORM SEWER IMPROVEMENTS						
39	2104.503	REMOVE PIPE CULVERTS	L F	76	\$ 18.00	\$ 1,368.00
40	2501.502	15" RC PIPE APRON	EACH	1	\$ 2,100.00	\$ 2,100.00
41	2502.503	4" PERF PVC PIPE DRAIN	L F	100	\$ 15.00	\$ 1,500.00
42	2503.503	12" RC PIPE SEWER CLASS V	L F	434	\$ 85.00	\$ 36,890.00
43	2503.503	15" RC PIPE SEWER CLASS V	L F	467	\$ 100.00	\$ 46,700.00
44	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	3	\$ 4,000.00	\$ 12,000.00
45	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	4	\$ 6,500.00	\$ 26,000.00
46	2511.507	RANDOM RIPRAP CLASS III	C Y	5	\$ 150.00	\$ 750.00
CONSTRUCTION TOTAL						\$ 127,308.00
CONTINGENCY TOTAL (10%)						\$ 12,730.80
SUBTOTAL						\$ 140,038.80
INDIRECT COST TOTAL (28%)						\$ 39,210.86
TOTAL						\$ 179,249.66

C. STORM WATER IMPROVEMENTS - OPTION 2

47	2106.507	EXCAVATION - COMMON	C Y	1010	\$ 30.00	\$ 30,300.00
48	2501.502	18" RC PIPE APRON	EACH	1	\$ 2,300.00	\$ 2,300.00
49	2503.503	18" RC PIPE SEWER CLASS V	L F	59	\$ 115.00	\$ 6,785.00
50	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	1	\$ 7,500.00	\$ 7,500.00
51	2511.507	RANDOM RIPRAP CLASS III	C Y	6	\$ 150.00	\$ 900.00
52	2575.504	GRANULAR FILTER (CV)	C Y	90	\$ 80.00	\$ 7,200.00
53	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	460	\$ 4.00	\$ 1,840.00
54	2575.505	SEEDING	ACRE	0.10	\$ 6,000.00	\$ 600.00
55	2575.508	SEED MIXTURE 33-261	LB	4	\$ 45.00	\$ 180.00

CONSTRUCTION TOTAL	\$	57,605.00
CONTINGENCY TOTAL (10%)	\$	5,760.50
SUBTOTAL	\$	63,365.50
INDIRECT COST TOTAL (28%)	\$	17,742.34
TOTAL	\$	81,107.84

D. SANITARY SEWER IMPROVEMENTS

56	2104.502	REMOVE CASTING	EACH	3	\$ 250.00	\$ 750.00
57	2104.603	ABANDON PIPE SEWER	L F	75	\$ 28.00	\$ 2,100.00
58	2503.503	8" PVC PIPE SEWER	L F	380	\$ 70.00	\$ 26,600.00
59	2503.601	SANITARY SEWER BYPASS PUMPING	LS	1	\$ 5,000.00	\$ 5,000.00
60	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 3,200.00	\$ 3,200.00
61	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	1	\$ 3,500.00	\$ 3,500.00
62	2503.603	TELEWISE SANITARY SEWER	L F	380	\$ 8.00	\$ 3,040.00
63	2504.603	18" PVC CASING PIPE	L F	140	\$ 220.00	\$ 30,800.00
64	2506.602	CASTING ASSEMBLY (SANITARY)	EACH	3	\$ 1,200.00	\$ 3,600.00

CONSTRUCTION TOTAL	\$ 78,590.00
CONTINGENCY TOTAL (10%)	\$ 7,859.00
SUBTOTAL	\$ 86,449.00
INDIRECT COST TOTAL (28%)	\$ 24,205.72
TOTAL	\$ 110,654.72

E. WATER MAIN IMPROVEMENTS

65	2104.502	REMOVE HYDRANT	EACH	1	\$ 750.00	\$ 750.00
66	2504.602	HYDRANT	EACH	1	\$ 8,000.00	\$ 8,000.00
67	2504.602	ADJUST HYDRANT	EACH	3	\$ 1,800.00	\$ 5,400.00
68	2504.602	ADJUST GATE VALVE & BOX	EACH	5	\$ 550.00	\$ 2,750.00

CONSTRUCTION TOTAL	\$	16,900.00
CONTINGENCY TOTAL (10%)	\$	1,690.00
SUBTOTAL	\$	18,590.00
INDIRECT COST TOTAL (28%)	\$	5,205.20
TOTAL	\$	23,795.20

GRAND TOTAL	\$ 916,834.69
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DISCLAIMER:

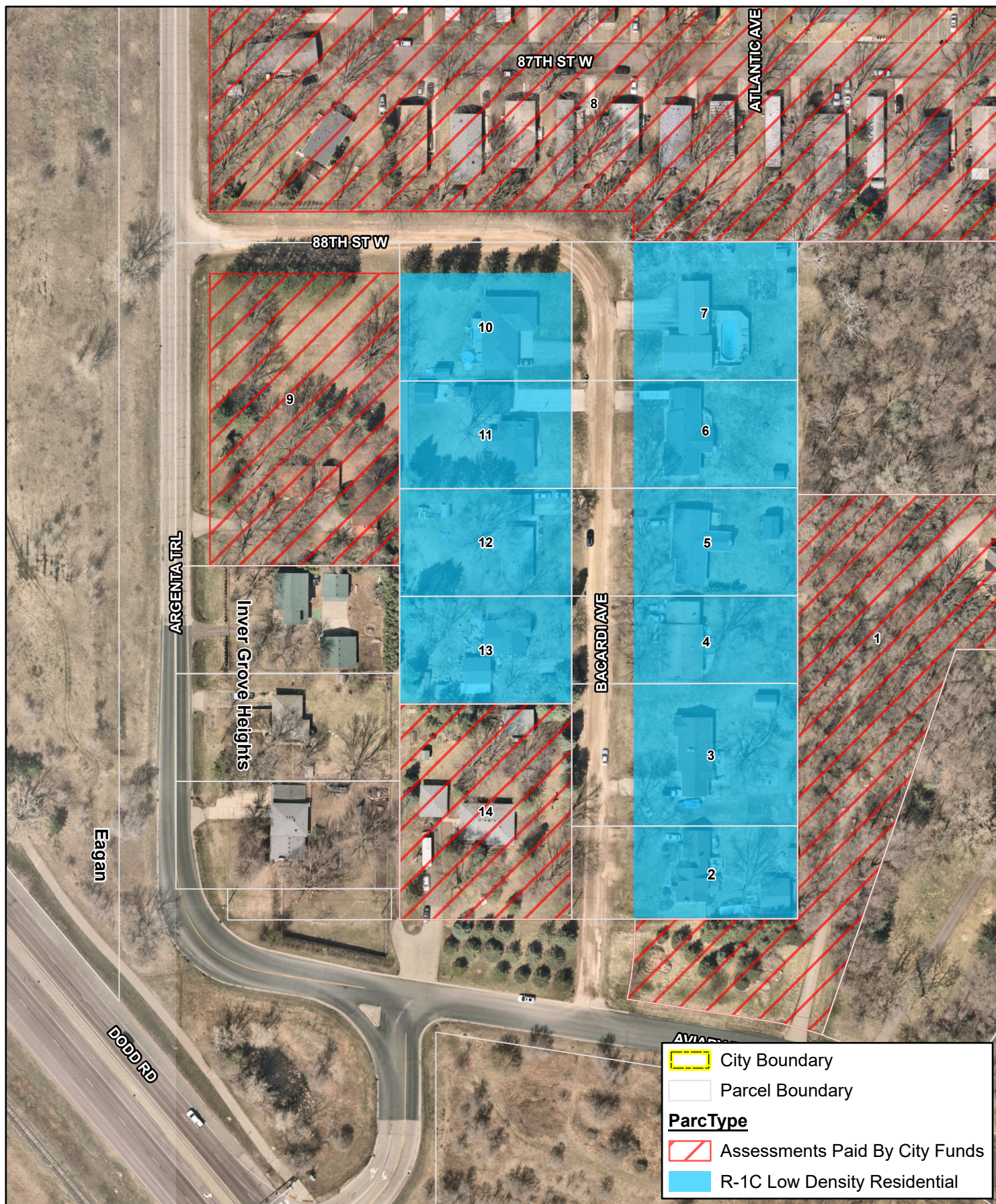
In review of this Opinion of Probable Cost, the Client understands that the Consultant has no control over the availability of labor, equipment or materials, market conditions, or the Contractor's method of pricing. This Opinion of Probable Cost is made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, expressed or implied, regarding the ultimate bids or negotiated cost of the Work.



Appendix C

Assessment Map

Preliminary Assessment Roll



Assessment Map

Bacardi Ave and 88th Street Reconstruction
Inver Grove Heights, MN



0 125
Feet
1 inch = 125 feet



CP-2025-09G Bacardi Avenue and 88th Street Reconstruction Preliminary Assessment Roll														
#	PIN	Property Zoning Code and Description	Owner	Site Address	Total Property Value	Residential Driveway Access	SF Residential Front Footage (Foot)	SF Adjusted Front Footage (Foot)	Property Area (Acre)	Proposed Per Policy Assessment		Proposed Feasibility Assessment	Notes	
										Equivalent SF Residential Units	Combo Adjusted FF and Residential/Lot			
FULL RECONSTRUCTION														
1	201160001010	PUD - PLANNED UNIT DEVELOPMENT	DAVID D JR & JUNE M HAMLAR	8899 AVIARY PATH	\$1,127,000	0	78	78	2.45	0	\$ 13,999.44	\$ -	Bacardi Avenue front footage but address on Aviary Path. Assessment to be paid with City pavement management funds.	
2	200180058201	R-1C LOW DENSITY RESIDENTIAL	JOHN & PATRICIA KEGLER	8868 BACARDI AVE	\$332,600	1	90	90	0.45	1	\$ 19,240.26	\$ 19,240.26		
3	200180058191	R-1C LOW DENSITY RESIDENTIAL	MARY PETER	8854 BACARDI AVE	\$323,900	1	137	137	0.69	1	\$ 19,240.26	\$ 19,240.26		
4	200180058181	R-1C LOW DENSITY RESIDENTIAL	TROY RONNIE & JENNIFER WIEDERHOFF	8830 BACARDI AVE	\$331,400	1	85	85	0.43	1	\$ 19,240.26	\$ 19,240.26		
5	200180058170	R-1C LOW DENSITY RESIDENTIAL	DAVID & LINDA L AHRENS	8810 BACARDI AVE	\$338,900	1	104	104	0.52	1	\$ 19,240.26	\$ 19,240.26		
6	200180058160	R-1C LOW DENSITY RESIDENTIAL	SUZANNE L STEINHAUSER	8780 BACARDI AVE	\$322,700	1	105	105	0.52	1	\$ 19,240.26	\$ 19,240.26		
7	200180058150	R-1C LOW DENSITY RESIDENTIAL	FRANK J III STEINHAUSER	8760 BACARDI AVE	\$289,900	1	134	134	0.67	1	\$ 19,240.26	\$ 19,240.26		
8	200180055010	R-4 Manufactured Homes	EMERALD HILLS MHCLLC	1870 UPPER 85TH ST	\$15,324,300	0	440	440	77.53	0	\$ 78,970.95	\$ -	Northern front footage of 88th Street ROW easement. To be paid with City pavement management funds.	
9	200180058024	R-1C LOW DENSITY RESIDENTIAL	JOHN T TSTE WENDT	8804 ARGENTA TRL	\$241,400	0	184	184	1.56	0	\$ 33,024.32	\$ -	Southern front footage of 88th Street ROW easement. To be paid with City pavement management funds.	
10a	200180058101	R-1C LOW DENSITY RESIDENTIAL	DENNY G & MONY STEVENSON	8762 BACARDI AVE	\$303,200	0	166	166	0.40	0	\$ 29,793.68	\$ -	88th Street front footage. To be paid with City pavement management funds.	
10b	200180058101	R-1C LOW DENSITY RESIDENTIAL	DENNY G & MONY STEVENSON	8762 BACARDI AVE	\$303,200	1	104	104	0.40	1	\$ 19,240.26	\$ 19,240.26	Bacardi Avenue front footage. Assessable.	
11	200180058111	R-1C LOW DENSITY RESIDENTIAL	DAVID L & PAULINE M NOVACK	8775 BACARDI AVE	\$315,900	1	105	105	0.40	1	\$ 19,240.26	\$ 19,240.26		
12	200180058121	R-1C LOW DENSITY RESIDENTIAL	BRENDA MARIE MRAZ	8801 BACARDI AVE	\$254,400	1	104	104	0.40	1	\$ 19,240.26	\$ 19,240.26		
13	200180058131	R-1C LOW DENSITY RESIDENTIAL	ROGER J & JOAN M RHODES	8820 BACARDI AVE	\$281,900	1	104	104	0.40	1	\$ 19,240.26	\$ 19,240.26		
14	200180058141	R-1C LOW DENSITY RESIDENTIAL	CRAIG A & WENDY LEE HOFFMAN	8851 BACARDI AVE	\$285,000	1	209	209	0.80	0	\$ 37,511.32	\$ -	Property to be assessed for Aviary Path work only. Assessment to be paid with City pavement management funds.	
FULL RECONSTRUCTION: PRELIMINARY ASSESSMENT SUBTOTALS							11	2149	2149	87.62	10	\$ 385,702.31	\$ 192,402.60	Per-Policy and Proposed Preliminary Assessment Totals
												City pavement management funds to cover assessments for unassessable frontage (lots 1, 8, 9, 10a and 14)		
												\$ (193,299.71)		
												\$ 192,402.60	Total Proposed Preliminary Assessments	

IGH FULL RECONSTRUCTION ASSESSMENT RATE CALCULATIONS (STREET & STORM)		
A	TOTAL ELIGIBLE STREET & STORM COSTS:	\$701,276.92
B	ASSESSABLE STREET & STORM COSTS (55%):	\$385,702.31
C	TOTAL PROJECT ADJUSTED FRONT FOOTAGE (LF):	2149
D	NET ASSESSMENT RATE PER ADJUSTED FRONT FOOTAGE (LF):	\$179.48
E	FRONT FOOTAGE PAID BY CITY FUNDS:	1077
F	FRONT FOOTAGE OF SINGLE FAMILY PARCELS:	1072
G	ASSESSMENT APPLIED TO SF RESIDENTIAL PARCELS:	\$192,402.56
H	NUMBER OF SF RESIDENTIAL UNITS:	10
I	ASSESSMENT RATE PER RESIDENTIAL UNIT:	\$19,240.26



Request for Council Action

SUBJECT: Rental Housing Licenses**MEETING DATE:** August 12, 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
2454 49th St E	Jill Wagner Bloomington, MN	Jill Wagner Bloomington, MN
4868 Bivens Ct	GKH Management LLC Edina, MN	Kathleen Hager Edina, MN
3275 80th St E #308	Arlene De La Cruz South St Paul, MN	Arlene De La Cruz South St Paul, MN
7457 Borman Ave	GMH Homes LLC Lakeville, MN	Steve McFarlan Apple Valley, 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: Resolution Ordering Feasibility Study for 2026 Pavement Management Initiative Areas

MEETING DATE: August 12, 2024
ITEM TYPE: Regular Business
CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to approve the attached Resolution, ordering Feasibility Studies for all areas in the 2026 Pavement Management Initiative areas (City Project No. 2026-09_).

BACKGROUND

The project areas for the 2026 Pavement Management Initiative (2026 PMI) were originally brought before the Council during a Capital Improvement Plan presentation at the July 15, 2024, work session. These project areas have not been given final project numbers yet (2026-09A, B, C, etc.), but will be classified under the primary project 2026-09_. Two separate feasibility studies are planned to account for the varying project types, funding strategy, and location (2026 PMI North and 2026 PMI South). A part of the feasibility study scope will include recommended project bidding/packageing, at which time project numbers will be finalized.

The following locations are proposed to be included in the 2026 PMI feasibility studies:

2026 PMI North	2026 PMI South
Alta Ave & 54th St	Brewster Ave & 87th St Area
Angus Ave & 56th St	Birch Blvd Area (East of Cahill Ave)
Annette Ave	College Trail Area (Cahill to 84th St)
Audrey Ave & 58th Ct	Alameda Ave Area (Akron Ave to Alameda Path)
52nd St (Babcock Tr to cul-de-sac)	
Upper 55th Ave (Blackberry Tr to Blaine Ave)	
Upper 55th Ave (Blaine Ave to Cahill Ave)	
Blackberry Tr (Upper 55th to North cul-de-sac)	
Blackberry Tr Area (south of Upper 55th St)	
Brent Ave & Bristol Path	
57th St (Cahill to Carmen) (SSP Participation)	

These streets and project areas are represented in the attached exhibit. Street segments that include Upper 55th Street have been slated to utilize State Aid funding to offset the low number of properties that can be assessed along the project corridor.

A draft Scope of Services was issued to two consultants listed in the Municipal Engineering focus of the City's Professional Engineering Consulting Services Pool. The work scope identified includes Project Management; Project Understanding; Feasibility Analysis and Report; Preliminary Hydraulic Analysis and Stormwater Design; Roadway Analysis; Utility Coordination; Right of Way, Easement, Permitting Evaluation; Project Surveying; and Geotechnical Investigation. The scope of services is the same by category for both the "North" and "South" project areas, varying only in the degree of effort necessary for each.

Both consultants returned proposals for the work requested. Staff evaluated proposals based on cost and responsiveness, and are recommending project contracts be awarded for both project areas to Short Elliot Hendrickson (SEH) in the amount of \$191,700 for 2026 PMI North and \$146,580 for 2026 PMI South. SEH will prepare a feasibility study for 2026 PMI North and for 2026 PMI South to determine the most feasible pavement rehabilitation methods, drainage and utility improvements, project costs, and funding. Proposals for each area are attached for review and final signatures if approved by Council.

FISCAL IMPACT

The proposed feasibility study costs are to be funded through the Pavement Management – Local Street Fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), Stormwater Capital Fund (Fund 531), and special assessments. The total cost for this effort, including contingencies, is \$353,280.

RECOMMENDATION

Staff recommends approval of the attached Resolution, ordering the feasibility study and accepting the engineering services proposal from Short Elliot Hendrickson, plus contingency, for the 2026 Pavement Management Initiative.

ATTACHMENTS

1. Resolution - Order Feasibility and Engineering Services - 2026 PMI
2. Exhibit C 2026 Project Map by Project Type
3. SEH_IGH_2026_PMI_North_
4. SEH_IGH_2026_PMI_South_

2026 Pavement Management Initiative City Project Nos. 2026-09*

ORDER PROJECT FEASIBILITY

August 12, 2024

Paul Merchlewicz, City Engineer



City of Inver Grove Heights

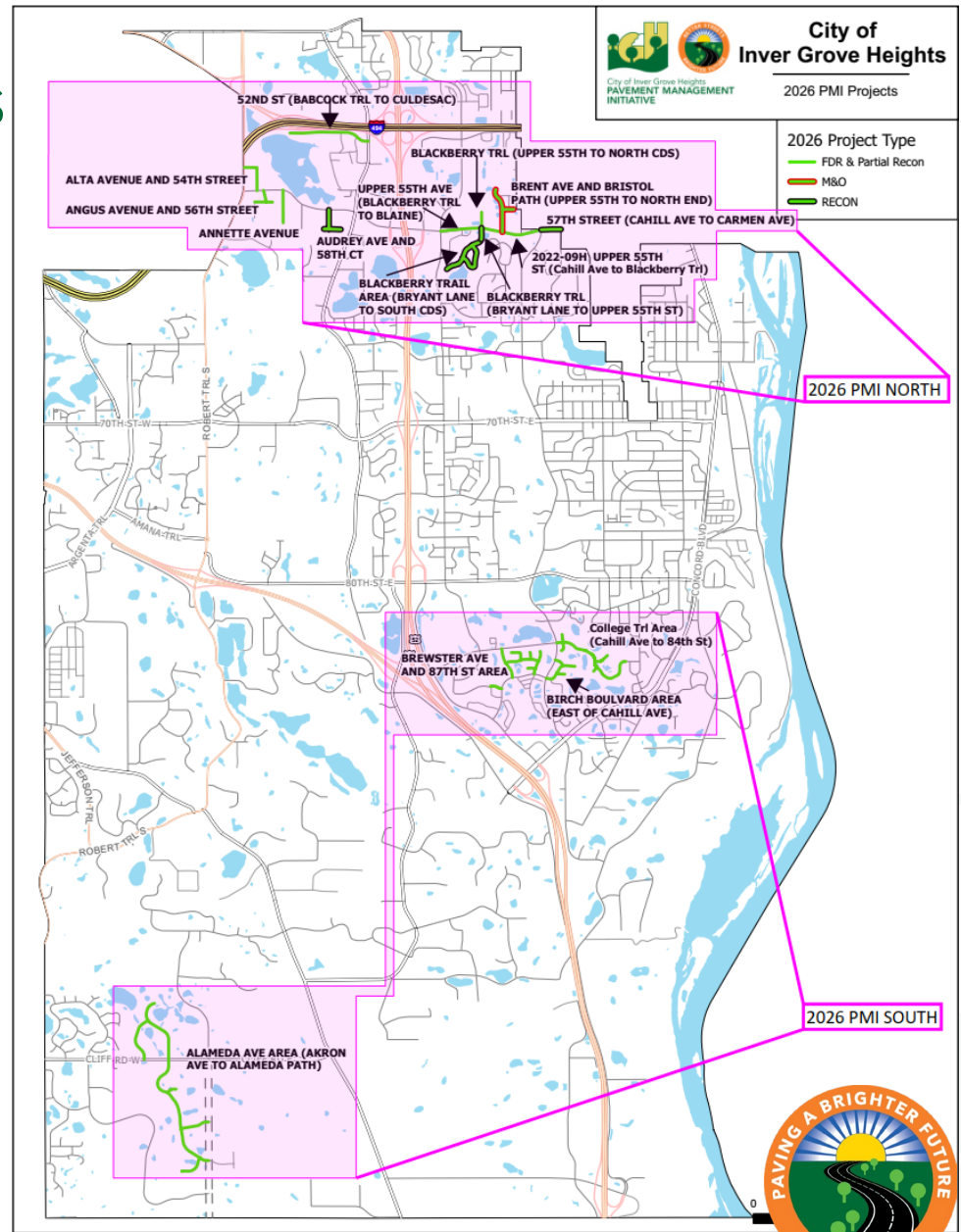
ENGINEERING DIVISION



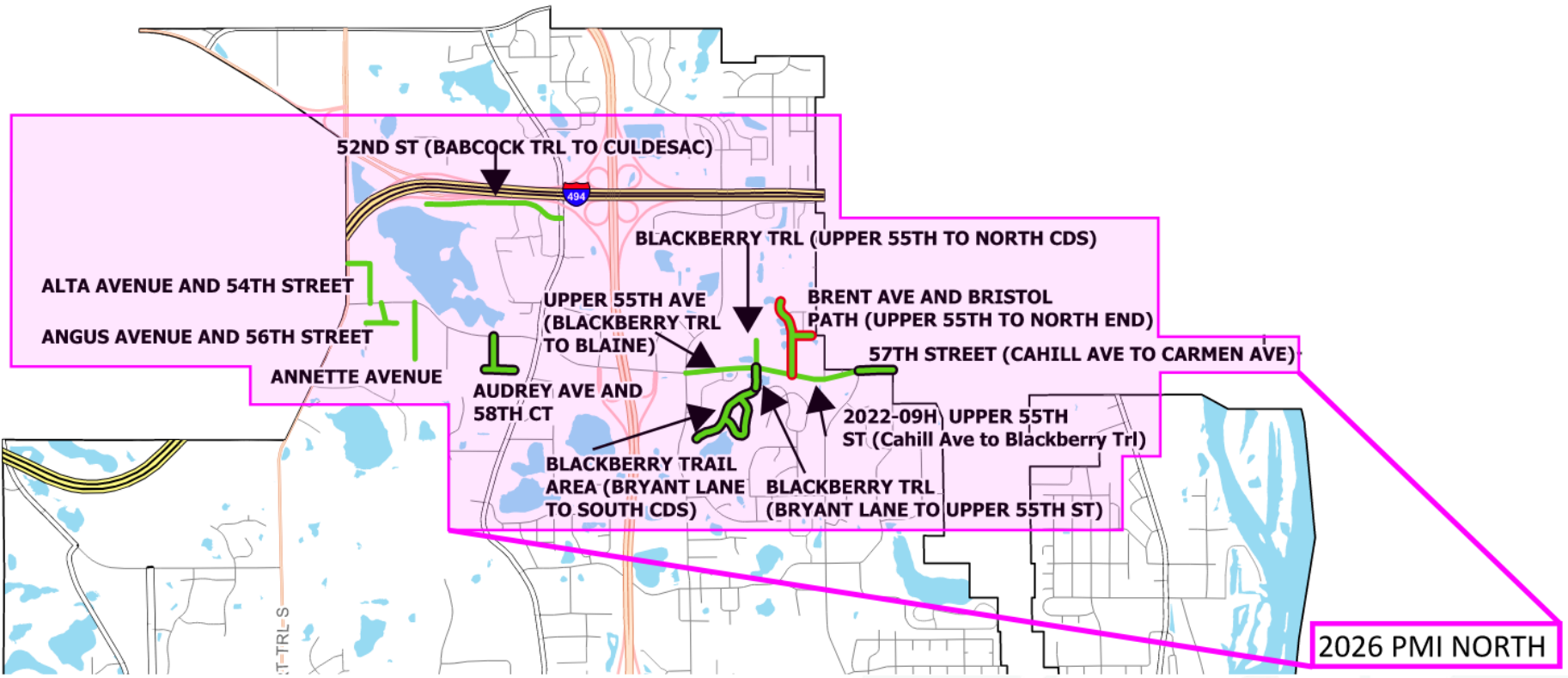
www.ighmn.gov

Tonight's Action Items

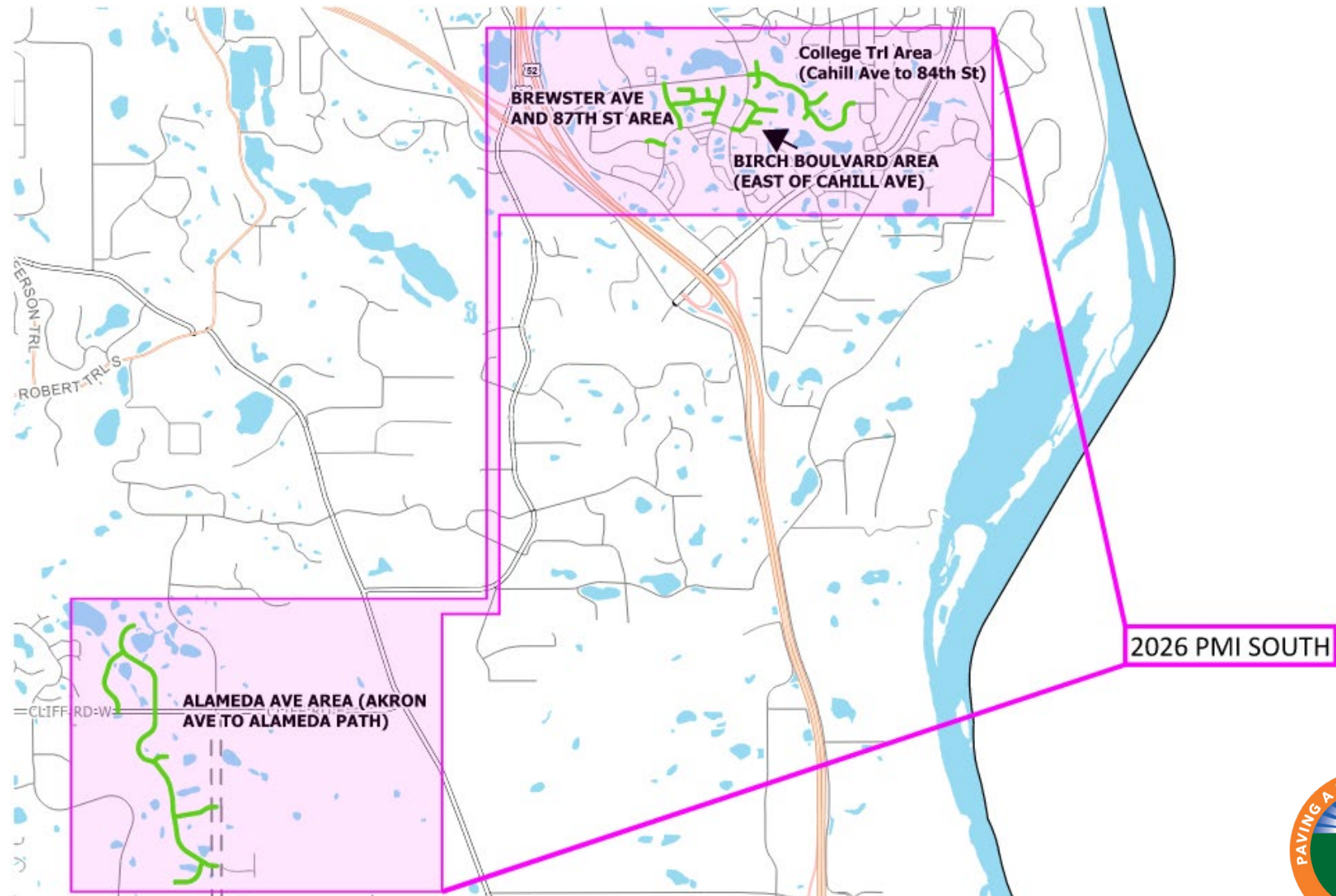
- Order Feasibility Reports for 2026 PMI Project Areas
- Award Contracts for Feasibility Preparation



2026 PMI North



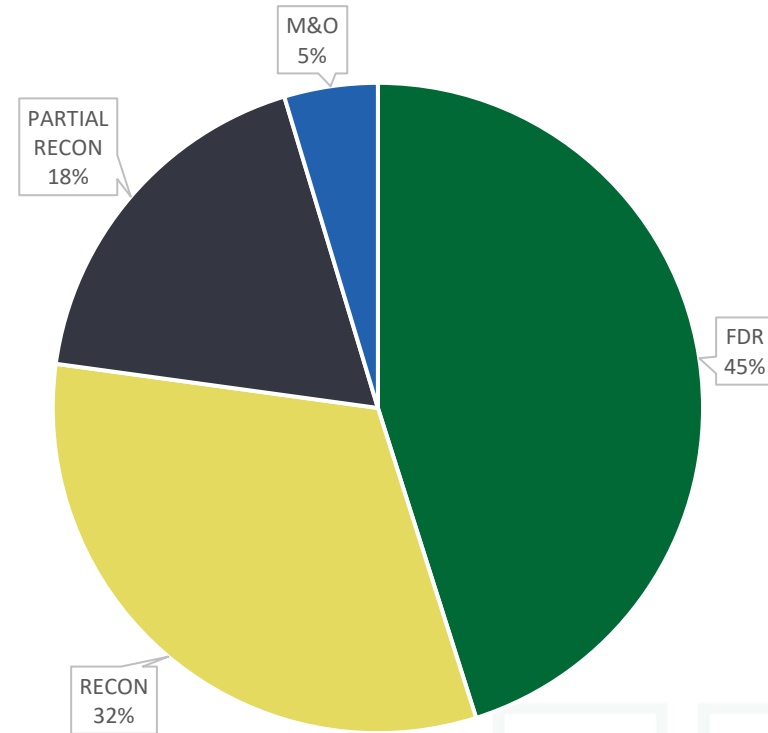
2026 PMI South



2026 PMI CONSTRUCTION TYPE (%/COST)

STREET AREA	LENGTH (Miles)	FIX TYPE
52ND STREET (BABCOCK TRL TO CULDESAC)	0.52	FDR
ANGUS AVE AND 56TH STREET	0.17	FDR
ALTA AVENUE AND 54TH STREET	0.22	FDR
ANNETTE AVE	0.22	FDR
AUDREY AVENUE AND 58TH COURT	0.21	RECON
BIRCH BLVD AREA	0.30	FDR
BLACKBERRY TRAIL (BRYANT TO UPPER 55TH)	0.07	RECON
BLACKBERRY TRAIL AND BRIDGE PATH AREA	0.53	RECON
BLACKBERRY TRAIL (NORTH OF UPPER 55TH)	0.11	FDR
BREWSTER AVENUE AND 87TH STREET AREA	0.78	PARTIAL RECON
COLLEGE TRAIL AREA (CAHILL AVE TO 84TH ST)	0.80	PARTIAL RECON
ALAMEDA AVE AREA (AKRON AVE TO ALAMEDA PATH)	2.01	FDR
UPPER 55TH STREET (BLAINE AVE TO CAHILL AVE)	0.80	FDR
57th St E (CAHILL AVE TO CARMEN AVE)	0.13	RECON
BRENT AVENUE NORTH OF UPPER 55TH	0.42	M&O

Total Miles: 7.29



FEASIBILITY PREPARATION CONTRACTS

- Two Contracts:
 - 2026 PMI North
 - Alta/54th Angus/56th
 - Annette Audrey/58th
 - 52nd Upper 55th
 - Blackberry Trail 57th Street
 - 2026 PMI South
 - Brewster/87th College Trail Area
 - Birch Blvd Area Alameda Ave Area
 - Same Consultant will be Awarded Both Based on Project Understanding and Cost



Tonight's Action Items:

- Resolution to Order Feasibility Reports for 2026 PMI Projects:
 - Initiating the Projects.
 - Accepting proposals and awarding two (2) contracts to SEH for preparation of feasibility reports.
 - Authorizes the City Clerk and Mayor to execute the feasibility report contracts.
 - Authorizes City Attorney to provide assistance as needed.
- One voting action, requires simple majority to pass (3/5 vote).





CITY ADMINISTRATION

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

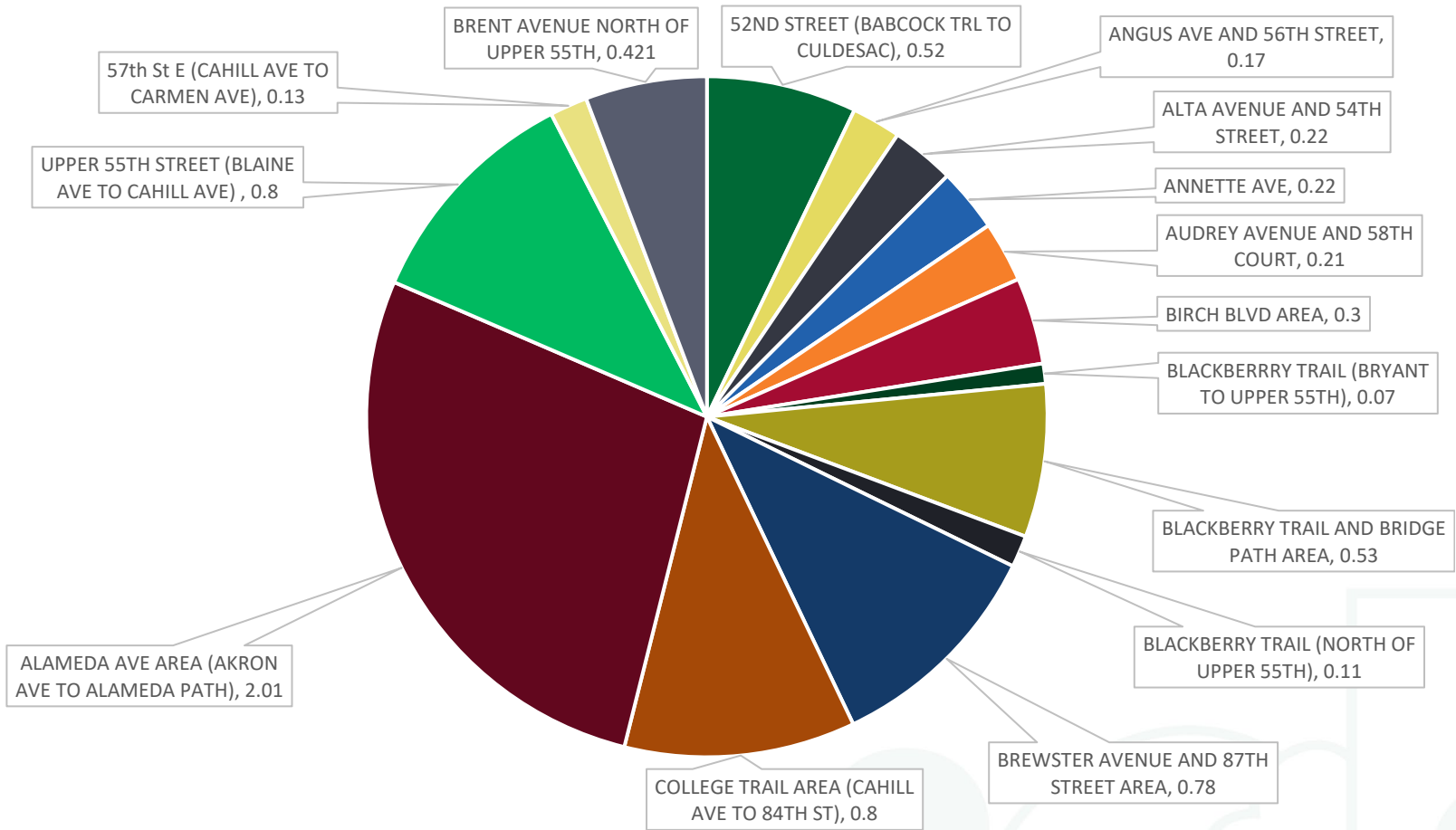
www.ighmn.gov



Minnesota
GreenStep Cities



2026 PMI ROADWAY LENGTHS



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

RESOLUTION NO. 2024-161

**RESOLUTION ORDERING FEASIBILITY STUDY, ACCEPTING ENGINEERING SERVICES
PROPOSAL FROM SHORT ELLIOT HENDERICKSON, INC. AND AUTHORIZING PRELIMINARY
ENGINEERING FOR 2026 PAVEMENT MANAGEMENT INITIATIVE PROJECT AREAS**

WHEREAS, it is proposed to make improvements and to assess or tax the benefited properties for all or a portion of the cost of said improvement, pursuant to Minnesota Statutes, Section 429.111 to 429.111 (Laws 1953, Chapter 398, as amended) and Section 103B.201 and 103B.251 as follows:

<u>Project No.</u>	<u>Improvements</u>
2026-09_*	2026 PMI North Projects
2026-09_*	2026 PMI South Projects

WHEREAS, the project area referenced above has been reviewed through the Capital Improvement Plan (CIP) process, and is recommended by City staff; and

WHEREAS, the City has provided scopes of work for each project group area listed above to multiple firms and received engineering services proposals as a result. Short Elliot Henderickson, Inc. was the lowest responsible proposer in the amount of \$191,700 for those project areas in the 2026 PMI North work scope and \$146,580 for those project areas in the 2026 PMI South work scope.

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

1. The 2026 PMI improvements project, which includes the 2026 PMI North Projects and the 2026 PMI South Projects, is hereby initiated.
2. The proposals from Short Elliot Henderickson, Inc., dated August 2, 2024, in the amount of \$191,700, and \$146,580 for 2026 PMI North and 2026 PMI South, respectively are hereby accepted.
3. The City Engineer and Engineering Division staff, in coordination with Short Elliot Henderickson, Inc. are hereby authorized to prepare the feasibility reports, conduct geotechnical investigations, and complete related professional engineering services on the proposed 2026 PMI improvements.
4. As part of the preliminary design fee for the project, the City Engineer is authorized to direct the use of contingency funds up to \$15,000 in total for changes in scope that may occur through the final design efforts for both projects.
5. The City Attorney is hereby authorized to assist the City Engineer on this project as needed.
6. Project funding is provided through the Pavement Management – Local Street Fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), Stormwater Capital Fund (Fund 531), and special assessments.

7. The Mayor and City Clerk are authorized to enter Work Order contracts for the scope of work included by reference as part of the current Master Professional Services Agreement with Short Elliot Henderickson, Inc.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12th day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



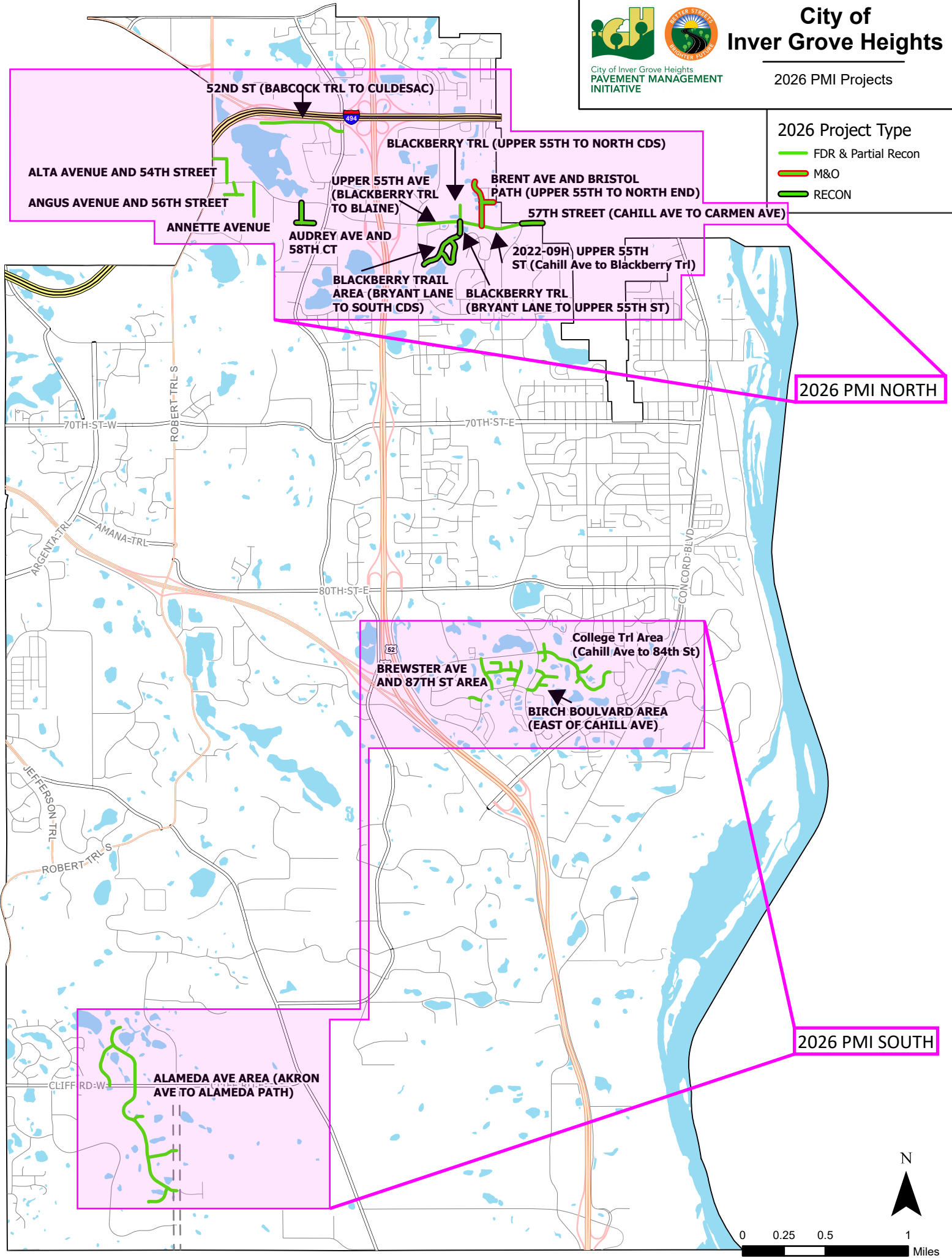
City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE

City of Inver Grove Heights

2026 PMI Projects

2026 Project Type

- FDR & Partial Recon
- M&O
- RECON



2026 PMI North

Project Identification:

This work involves preparing a feasibility study for projects located in the northern part of the City. These projects have unique characteristics and have not been grouped into project areas or aligned with a particular construction letting strategy. As part of this project, the Contractor (defined below) will assist the City in project area grouping and assembling an initial project construction strategy. The characteristics of the projects range from full depth reclamation, to mill and overlay, to reconstruction. One project area (Upper 55th Street) will incorporate the use of State Aid funding and have work and participation with South Saint Paul.

This written authorization to proceed and work order contract (work order contract) is between the City of Inver Grove Heights (City) and **Short Elliott Hendrickson, Inc.**, a Corporation, Address: **3535 Vadnais Center Dr, St. Paul, MN 55110** ("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, below.
2. The City needs a Contractor to provide professional services for review and revision of preliminary design, final design, right of way acquisition, and bidding preparation and services.

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 **December 31, 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

Exhibit C = Project Location Map

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 Contractors assumptions for the work required to deliver the identified scope are included as part of this Contract Attachment 1. 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 deliverables of this work order contract are as follows:

<u>Items</u>	<u>Date Due</u>
Expected Notice to Proceed.....	August 2024
Feasibility Open House #1	September 2024
Feasibility Report (Draft).....	December 2024
Feasibility Open House #2	December 2024
Feasibility Open House #3	March 2025
Feasibility Report (Final)	March 2025
Public Improvement Hearing.....	April 14, 2025

- 2.3. Deliverables are defined as the work product created or supplied by the Contractor pursuant to the terms of this 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:

4.2. Compensation:

Contractor will be paid for hours worked during each invoice period on a Unit Rate basis not to exceed a maximum aggregate value greater than the Total Obligation shown in Section 4.1.5:

Labor Rate Costs*: **\$167,850**

Direct Expense Costs: **\$23,850**

* Labor Rate includes direct labor, overhead and profit

4.3. Overtime:

The City will not pay directly for any overtime worked by a Contractor or a subcontractor.

4.4. 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 specific to this project are examples of Direct Expense Costs. 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).

4.5. 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".

4.6. Total Obligation:

The total obligation of City for all compensation and reimbursements to Contractor under this contract will not exceed **\$191,700**.

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 will provide a breakdown of hours per development project work performed.

5.4. The City will provide Contractor with City billing identifiers and names for specific project identification in billing statements.

5.5. 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.

City Contract No.: 23-27_IGHMSA_E_WO_26

City Project: 2026 PMI North

6. Contractor's Project Manager:

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

Name/Title: Nina Bonanno, PE - Project Manager

Address: 10650 Red Circle Dr, Suite 500
Minnetonka, MN 55343

Telephone: 701-354-5621

E-Mail: nbonanno@sehinc.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: Paul Merchlewicz, P.E.	Name/Title: Steve Dodge, P.E.
Address: 8150 Barbara Ave Inver Grove Heights MN, 55077	Address: 8150 Barbara Ave Inver Grove Heights MN, 55077
Telephone: 651-450-2572	Telephone: 651-450-2541
E-Mail: pmerchlewicz@ighmn.gov	E-Mail: sdodge@ighmn.gov

City's Authorized Representative, or his/her 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.

City Contract No.: 23-27_IGHMSA_E_WO_26
City Project: 2026 PMI North

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

Date: August 12th, 2024

CITY OF INVER GROVE HEIGHTS

BY: _____
Brenda Dietrich, Mayor

ATTEST: _____
Rebecca Kiernan, City Clerk

8/2/2024
Date: _____, 20____

CONSULTANT

Toby Muse

BY: Toby Muse
IT'S: Principal

Exhibit A: Scope of Work

1. Project Overview

1.1. General Statement of Scope of Work

The delivery of this contract includes the development of a feasibility report consistent with MN Statute 429 regarding assessments.

1.2. Project Background

- 1.2.1. **Exhibit C** represents the projects areas that the City plans to deliver as part of the 2026 Pavement Management Initiative. This scope of work pertains to those areas identified in **Exhibit C** as "2026 PMI North." As part of this feasibility study, a determination will need to be made on the best way to group project areas that will coordinate well to their construction. This coordination will consider funding (Local, State Aid, and Partner (South Saint Paul) as well as construction approach. This coordination will also consider project timing and the combination of these projects with those identified in Exhibit C as "2026 PMI South."
- 1.2.2. These project areas include a combination of mill and overlay, full depth reclamation, and reconstruction as depicted in **Exhibit C**. The segment of Upper 55th Street shown in the exhibit will utilize State Aid funding as well as funding from South Saint Paul for work performed within their city. This contract is for the preparation of a feasibility study to bring in front of Council so that final design and engineering may proceed as per the expected project schedule.

2. Project Management

2.1. Project Coordination and Administration

- 2.1.1. Project management includes work necessary for communicating and completing the project tasks on time and within budget. The Contractor must not reassign the project manager or their primary duties without the written consent of the City's project manager. The Contractor's staff must have the training and expertise necessary for the work tasks to which they are assigned.
- 2.1.2. Meeting summaries must be submitted no later than three business days after each meeting. Final meeting summaries must be submitted no later than one business day after receiving comments on draft summaries.
- 2.1.3. The Contractor will:
- Prepare a schedule to be used to maintain progress of the feasibility study and ensure that project goals are achieved.
 - Prepare invoices accompanied by:
 - Progress report form (Exhibit B).
 - Supporting data for direct expenses.
 - Manage, coordinate, direct, and monitor subcontractor services, including reviewing progress reports, deliverables, schedule, and invoices.

City Contract No.: 23-27_IGHMSA_E_WO_26

City Project: 2026 PMI North

Exhibit A: Specifications, Duties, and Scope of Work

- d. Update the City's project manager on the status of the project schedule, budget, and general status/progress at the weekly progress meetings.
- e. Store all deliverables in an organized electronic document management system and make deliverables available to the City's project manager as needed whether the file is incomplete, in draft form, or the final deliverable.
- f. Track issues and action items that develop during the project that either need resolution or implementation. The Contractor will review project issues and action items with the City's project manager at the weekly progress meetings.

2.2. Project Meetings

2.3. Kickoff Meeting

- 2.3.1. The Contractor will schedule and facilitate a project kickoff meeting to confirm the basic project objectives, solidify a work plan, and obtain consensus on the project requirements. This meeting must occur no later than **five** business days after notice to proceed. The meeting will be held via **Microsoft Teams** or at **Inver Grove Heights City Hall** and will include up to **two** Contractor staff.

2.4. Project Management Team (PMT) Meetings

- 2.4.1. The Contractor will facilitate **bi-weekly** PMT meetings with the City's project manager and other personnel as identified by the City's project manager. The PMT meetings are intended to provide a management-level view of project development.
- 2.4.2. Progress meeting attendees may vary depending on issues that need discussion. The Contractor's project manager must attend these meetings.
- 2.4.3. One PMT meeting will be used to address City comment on the draft feasibility stage to discuss City comments and provide resolution before finalizing the feasibility report and other required deliverables.
- 2.4.4. The Contractor will:
 - a. Meet with the City's project manager bi-weekly to review schedule, progress of deliverables, issues, and team effectiveness.
 - b. Solicit feedback from the City's project manager to assess whether all services meet the requirements of the project.
 - c. Identify needs and issues and discuss steps.

3. Project Understanding

3.1. Project Walkthrough

- 3.1.1. A detailed understanding of project scope and potential challenges/risks is necessary for the development of a feasibility study that provides effective direction for the completion of the project's final design.
- 3.1.2. The Contractor will:
 - a. Attend a walkthrough with City staff for each portion of the project.
 - b. Document potential scope items, risks, and issues.

- c. Provide a summary of notes taken during walkthrough to City staff at PMT meetings.

3.2. Project Area Definition

- 3.2.1. Project area definition will be needed to accurately define the assessment and project approach for each area. Contractor will work with City staff to determine project area definitions to be used during the feasibility process.
- 3.2.2. Contractor will perform a high level “gut feel” evaluation on approach to project area grouping of projects for the letting process. Since project types and funding vary greatly across all project areas, construction, administration, and approach may vary.

4. Feasibility Analysis and Report

4.1. Standards and Guidance

- 4.1.1. All deliverables must be prepared in accordance with:
 - a. MN State Statute, Section 429
 - b. City Special Assessment Policy

4.2. Stakeholder Involvement/Meetings

- 4.2.1. Stakeholder involvement and meetings include the work necessary to gather input on the proposed project improvements.
- 4.2.2. The Contractor will:
 - a. Work to coordinate with project stakeholders which may include Metro Transit, South St. Paul, Dakota County, and MnDOT. Direct coordination is not expected, but instead support for the City’s project manager will be necessary.

4.3. Informational Meetings and Public Hearings

- 4.3.1. Informational meetings and public hearings will be used to share information discovered during the stakeholder involvement phase before and during the feasibility/assessment process.
- 4.3.2. For the reconstruction areas of this feasibility, additional outreach will be required. An initial meeting shortly after the project kick off to gather information from the neighborhoods involved to identify perceived issues is required. Similarly, continued outreach to maintain engagement and understanding will occur periodically.
- 4.3.3. The Contractor will:
 - a. Prepare for and attend **one** public open house neighborhood meeting that includes the areas identified as being **reconstructed**. Assume the public open house neighborhood meeting will include preparation of a graphical representation of the project areas with preliminary project components. Provide a means for capturing comments and concerns, whether as Post-It notes on the exhibit or in tabular form. This open house will occur shortly after project kick off and either prior to survey or concurrently so that important aspects and features can be included in the study.

City Contract No.: 23-27_IGHMSA_E_WO_26

City Project: 2026 PMI North

Exhibit A: Specifications, Duties, and Scope of Work

- b. Prepare for and attend one public open house neighborhood meeting that includes the areas identified as being **reconstructed**. Assume the public open house neighborhood meeting will include preparation of a presentation and up to **three** boards for public viewing for **each** defined project area.
- c. Prepare for and attend one public open house neighborhood meeting that includes **all** project areas. Assume the public open house neighborhood meeting will include preparation of a presentation and up to **three** boards for public viewing for **each** defined project area.
- d. Attend one regular City Council meeting to provide City support for Council acceptance of the feasibility report and order the final design of the project.

4.4. Report Preparation

- 4.4.1. Report preparation will involve providing a detailed feasibility study and report detailing any recommended roadway, stormwater, and utility improvements to be included with the project.
- 4.4.2. The Contractor will:
 - a. Provide the City with **one** copy of a draft report in electronic PDF format.
 - b. Provide the City with **one** copy of the final version of the report in electronic PDF format and one hard copy report which will be made available for public viewing.
 - c. All reviews of the feasibility report will be conducted in a Bluebeam Studio Session hosted by the Contractor.

4.5. Preliminary Cost Estimates

- 4.5.1. Preliminary cost estimates will be used to track and verify scope and assumptions carried over from early planning stages. Estimates may be used to help shape project budget decisions during the feasibility phase. The cost estimate will be reviewed by City staff during update meetings and following the submittal of the draft report.
- 4.5.2. The Contractor will:
 - a. Include in the feasibility study and report a preliminary engineer's opinion of probable cost.
 - b. Revise the estimates based on input received during comment periods.
 - c. Include a final preliminary engineer's opinion of probable cost in the feasibility study.

4.6. Financing Plan

- 4.6.1. Work with the City to develop a financing plan for the proposed improvements consistent with MN Statute 429 regarding assessments.

4.7. Assessment Roll Preparation

- 4.7.1. The assessment roll will align with the cost estimates for the project to determine the appropriate share of the project allocated to property owners.
- 4.7.2. The Contractor will:

City Contract No.: 23-27_IGHMSA_E_WO_26

City Project: 2026 PMI North

Exhibit A: Specifications, Duties, and Scope of Work

- a. Prepare a draft and final assessment roll based on the cost estimate included in the report and the current City assessment policy. Assume City staff will review the draft assessment roll for consistency with City policy and provide comments on the draft assessment roll.
- b. Contractor may need to prepare and evaluate assessment rolls based on differing methods of assessments for each area to determine which method is appropriate and equitable.
- c. Contractor to provide property valuation data to assist in the calculation of an average property value by zoning classification, to assist the City in calculating a benefit appraisal calculation for each type of property classification in each project area. The City will provide zoning classification information as necessary.
- d. Include the final assessment roll in the final version of the feasibility study.
- e. Contractor will base assessment calculations and approach on current City assessment policy.

5. Preliminary Hydraulic Design and Stormwater Design

5.1. General

The Contractor will assess the current stormwater and hydraulic facilities to evaluate the current system and determine a proposed solution to eliminate current drainage concerns.

5.2. Standards and Guidance

5.2.1. All deliverables must be prepared in accordance with:

- a. Current version of the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit
- b. Minnesota Pollution Control Agency (MPCA) Minnesota Stormwater Manual
- c. Minnesota Department of Natural Resources (DNR) Best Practices for Meeting DNR General Public Waters Work Permit

5.2.2. All deliverables must be prepared in accordance with the following project-specific standards:

- a. Stormwater Storage and Treatment Systems:
 - i. Construct all stormwater treatment and storage systems with a minimum of two feet of vertical freeboard above the high-water level (HWL) of a 100-year, 24-hour storm event to the berm crest (continuous flat surface).
 - ii. Construct berm crest width of five feet minimum.
 - iii. Provide a wet pretreatment basin/cell upstream of all infiltration and filtration systems unless another method is approved by the City.
 - iv. Underground structural stormwater storage and/or infiltration facilities will not be approved on this project, unless approved by the City.
- b. Wet Stormwater Ponds and Filtration Basins:

- i. Line stormwater ponds and filtration basins if they are located within a very high or a high-vulnerability area of a Drinking Water Supply Management Area (DWSMA), within an Emergency Response Area (ERA), or located within contaminated soils.
 - ii. Provide a minimum depth from the normal water level (NWL) to the pond bottom of at least three feet and a maximum depth of 10 feet.
 - iii. Provide a 1:10 (V:H) bench extending from a wet pond NWL a minimum of 10 feet horizontally into the pond. Above the NWL, slopes must be no steeper than 1:3 (V:H) with 1:4 slopes preferred.
 - iv. Base filtration rates for the design of the filtration basin on the MPCA Stormwater Manual. Base ponding depth within the filtration basin on the design filtration rate and a maximum 48-hour drawdown period.
 - c. Infiltration Basins:
 - i. Infiltration basins shall not be located within a very high or a high-vulnerability DWSMA or within an ERA. For proposed infiltration within other DWSMA vulnerability areas, written approval must be received from the corresponding City.
 - ii. Infiltration is not permitted in areas with soil or groundwater contamination, karst, within three feet of a regional groundwater table, in Hydrologic Soil Group D, where soil infiltration rates are more than 8.3 inches per hour without modification, within 200 feet of a private water supply well, within 100 feet from a septic system, or within 100 feet of buildings or building foundations.
 - iii. Base infiltration rates for the design of infiltration basins on measured infiltration rates along with the MPCA Stormwater Manual correction factor. Alternatively, use the MPCA Stormwater Manual design infiltration rates for the applicable soil texture.
 - iv. Provide an overflow to establish the maximum water quality ponding depth to achieve the required maximum 48-hour drawdown period.
 - d. Hydrologic Methods:
 - i. Design the drainage system so pre-project conditions are not exceeded for flood damage potential.
 - ii. Design stormwater storage and treatment facilities using the Atlas 14, 100-year, 24-hour rainfall event with an antecedent moisture condition of 2.

5.2.3. All deliverables must be prepared using approved drainage design software.

Software	Possible Vendor	Functions
HydroCAD	HydroCAD Software Solutions LLC	• Generate NRCS (SCS) hydrograph • Develop stage-storage and stage-discharge for ponds • Combine/route hydrographs through ponds and channels

XP-SWMM

Innovyze

- Generate NRCS (SCS) hydrograph or model historical storm
- Dynamic routing of hydrographs through ponds, pipes, and channels with varying tailwater/flow conditions

5.3. Preliminary Hydraulics Design/Recommendation

5.3.1. The Contractor will prepare a preliminary hydraulic design by:

- a. Reviewing all information related to water resources in the project area including historic documents at the City and information collected during field walkthroughs and reviews.
- b. Preparing or updating, as applicable, existing and proposed conditions hydrologic/hydraulic models of the project area and perform modeling to evaluate conformance to project design standards and permitting requirements. Analyses will be completed for the design storm events identified in the water resources design criteria summary document.
- c. Preparing preliminary hydraulic and stormwater system design and corresponding hydraulic design. The design must include documentation of:
 - i. Total disturbed soil area, existing and proposed impervious area, reconstructed impervious area, and resulting regulatory requirements for volume control and water quality treatment.
 - ii. Sizes and locations of culverts, storm sewer trunk lines, and outfalls.
 - iii. The location, size, type, slope, and computed headwater for the existing (where applicable) and proposed conditions discharges and invert elevations of each culvert and outfall.
 - iv. Location, surface area, and treatment volume depth of stormwater treatment systems including grading plans sufficient to confirm construction limits and right-of-way needs.
 - v. Limits of required right-of-way for all drainage and stormwater treatment systems.
 - vi. Drainage tile system impacts and required connections and rerouting.
 - vii. How the preliminary drainage system design will preserve existing drainage patterns wherever possible unless approved by the City Engineer.
 - viii. Modeling results of existing and proposed conditions stormwater systems as required for project permitting and/or as directed by the City Engineer.

5.4. Preliminary Stormwater System Analysis

5.4.1. The Contractor will compile available water resources-related information, regulatory requirements applicable to the project, and develop a water resources design criteria summary document.

5.4.2. The summary document must include and identify:

- a. Existing stormwater drainage plans, models, and survey data including available data on culverts, ditches, storm sewer systems, and stormwater treatment systems within the project area.

- b. Information collected during the field survey relating to existing conditions.
- c. Available soil conditions where infiltration, filtration, and wet ponds are proposed and where stormwater trunk line piping is proposed. Identify the source(s) of the data including web-based data, soil borings, and other.
- d. Water resources issues including, but not limited to, areas with historically inadequate drainage (e.g., known flooding areas, citizen-identified concerns and complaints), environmentally sensitive areas, localized flooding, and maintenance problems associated with drainage, erosion areas, high groundwater table areas, areas known to contain contaminated soil or water, karst areas, ERAs, and DWSMAs including the degree of vulnerability of each DWSMA throughout the project area.
- e. Volume control, water quality, and rate control requirements as imposed by watershed district and/or watershed management organization standards and rules, and any local governmental unit standards and rules.
- f. Existing drainage systems that require cleaning and/or inspection and make recommendations if features need repair or replacement.

5.4.3. The Contractor will prepare drainage overview map(s) for the project area including:

- a. Existing and proposed drainage features including, but not limited to, culverts, ditches, storm sewer, outfalls, drop inlets, catch basins, wet ponds, dry ponds, infiltration basins, and filtration basins. Available municipal drainage system information must be included.
- b. Delineated drainage areas to each point of inflow and outflow from the project. Existing and proposed drainage areas must identify the time of concentration and modeled peak flows for the design events identified in the water resources design criteria summary. Existing and proposed ponding or detention areas must show the model peak water surface elevation for the 100-year design storm event.
- c. All waters that receive project runoff: public waters, outstanding resource value waters, special waters, and impaired waters.
- d. Federal Emergency Management Agency (FEMA) Floodplain boundaries, Watershed District flood elevations and/or floodplain boundaries, National Wetlands Inventory (NWI) wetland boundaries, jurisdictional ditches, karst areas, ERAs and DWSMAs, and other relevant drainage system information including agricultural drainage tile systems within and adjacent to the project area.
- e. Existing drainage infrastructure and locations for repair, lining, replacement, and erosion control recommendations.

5.5. Preliminary Stormwater System Design

5.5.1. The Contractor will:

- a. Develop preliminary existing and proposed conditions hydrologic/hydraulic models of the project area and perform modeling as necessary to ensure project conformance to project design standards and permitting requirements. Analyses will be completed for the design storm events identified in the water resources design criteria summary document.
- b. Prepare a preliminary stormwater system design and a corresponding preliminary stormwater design report. The design and report must include documentation of the preliminary design, including how the meets the requirements identified in the water resources design criteria summary document. The report must provide documentation of the following:
 - i. Total disturbed soil area, existing and proposed impervious area, reconstructed impervious area, and resulting regulatory requirements for volume control and water quality treatment.
 - ii. Preliminary sizes and locations of culverts, storm sewer trunk lines, and outfalls.
 - iii. The location, size, type, slope, computed headwater for the existing (where applicable) and proposed conditions discharges, and preliminary invert elevations of each culvert and outfall.
 - iv. Preliminary location, surface area, and treatment volume depth of potential stormwater treatment systems including preliminary grading sufficient to establish construction limits and right-of-way needs.
 - v. Construction limits and required right-of-way for all drainage system facilities and stormwater treatment systems.
 - vi. Drainage tile system impacts, required connections, and rerouting.
 - vii. How the preliminary drainage system design will preserve existing drainage patterns wherever possible unless approved by the City Engineer.
 - viii. Modeling results of existing and proposed conditions stormwater systems as required for project permitting and/or as directed by the City Engineer.

5.5.2. Deliverables:

- a. Existing and proposed conditions hydrologic/hydraulic models
- b. Incorporation of preferred design into feasibility report

6. Roadway Analysis

6.1. General

The Contractor will perform an evaluation to determine if the current roadway widths are appropriate for the surrounding function. This work is primarily for those sections of roadway that will either be reconstructed or where the functional structure is changed (i.e. rural to urban, etc.) This scope of work is to identify options for reconstructing the roadways in kind or replacing them with roadways of a different width.

6.2. Roadway Width Analysis

6.2.1. Contractor will determine the appropriate width for roadways to be reconstructed and take into consideration the following:

- a. Condition and existence of existing drainage features
- b. Utility conditions, potential adjustments, and location including lighting, sewer, storm, water, and private utilities
- c. Pedestrian facilities and accommodations
- d. On-street parking accommodations and need
- e. Ancillary construction impacts such as driveways, vegetation, and property

6.3. Benefit/Cost Analysis

6.3.1. Contractor will provide a Benefit/Cost Analysis to determine if constructing in place or modifying the roadway width provides a better overall solution to the City and its residents.

6.3.2. Deliverables:

- a. Preliminary cost estimate representing construction of roadways matching the current configuration.
- b. Preliminary cost estimate representing an "optimized" and consistent roadway width and configuration that matches the objectives of the City's Pavement Management Citizen Task Force findings: [Citizen Task Force | Inver Grove Heights, MN - Official Website \(ighmn.gov\)](https://www.ighmn.gov/citizen-task-force)
- c. Include findings with preferred option in Feasibility Report

7. Utility Coordination

7.1.1. This task is for utility coordination only.

7.2. Initiate GSOC Utility Design Ticket and Collect Responses

7.2.1. Initiate and collect utility information within the project limits.

7.2.2. The Contractor will:

- a. Initiate the GSOC Utility Design Locate Ticket and collect information provided, including any maps that may be collected.
- b. Catalog all utility information, including ticket numbers, into the City's file system for use during final design.

8. Right-of-Way, Easement, and Permitting Evaluation

8.1. Right-of-Way and Easements

8.1.1. Understanding impacts to public and private rights of way impacts the budget and is necessary for identification in the feasibility study and report.

8.1.2. The Contractor will:

- a. Evaluate the need for right-of-way acquisition, permanent and temporary easements, and potential right-of-entry agreements.

City Contract No.: 23-27_IGHMSA_E_WO_26

City Project: 2026 PMI North

Exhibit A: Specifications, Duties, and Scope of Work

- b. Upon completing this evaluation, make a recommendation to City staff as to which method of construction accessibility to use within the project limits.
- c. Prepare exhibits and costs for any easement or right of way taking needs.

8.2. Permitting

8.2.1. Assess and collect permit information during the feasibility study.

8.2.2. The Contractor will:

- a. Compile a list of all necessary permits required to complete the project.
- b. Assemble a matrix of permits and applicable agencies for coordination and timing for completion.

9. Project Surveying

9.1. Feasibility Survey

- 9.1.1. Surveying will be needed to identify utility locations when marked and roadway and drainage features, and in areas of full reconstruction, boulevard and utility easements behind the curb to gain an understanding of project features to determine the appropriate project solution.
- 9.1.2. The reconstruction areas for the Blackberry Trail areas and Upper 55th Street areas will likely need additional surveying to accommodate impacts from utility replacement (Upper 55th Street) and corrections to overland drainage patterns and revisions to the roadway system from rural to urban (Blackberry Trail).
- 9.1.3. The Contractor will:
 - a. Provide the City's Project Manager with a survey plan and work plan for each roadway area of the feasibility study.
 - b. Perform necessary surveys to capture field information to provide information to aid in decision making and project understanding in the feasibility study.
 - c. Provide topographic survey of centerline roadway and lip of curb and gutter at 50 ft intervals in the FDR street areas where necessary.
 - d. Provide topographic survey of centerline roadway and lip of curb and gutter at 50 ft intervals in street areas identified for reconstruction necessary.
 - e. Storm sewer and utility castings/structures survey, including survey of existing culverts.
 - f. Storm water features such as ditches, ponds, water elevations, to gather information necessary to determine acceptability of current conveyance and storage systems.
 - g. Provide the final survey to the City in AutoCAD format for use in the final design of the project(s).

10. Geotechnical Engineering and Analysis

10.1. Geotechnical Investigation

- 10.1.1. Provide the City's Project Manager with a Geotechnical Plan identifying the appropriate number of tests on each roadway section to develop a Pavement Management solution. Expected investigations, among others, include:
 - a. Standard Penetration Test (SPT) borings along the roadway alignment to a depth of 10 feet.
 - b. Coring to determine pavement thickness for each roadway segment at a minimum of two per road segment.
 - c. Potholing and patching.
 - d. Visual inspections.
- 10.1.2. Perform Geotechnical investigations in accordance with the Geotechnical Plan.
- 10.1.3. Perform analysis and develop a report identifying the recommended repair/rehabilitation approach for each roadway segment.
 - a. Perform Laboratory testing, including classification (sieve analysis, density, moisture content, etc.), R-value, and other tests to determine feasibility of soil for construction.
 - b. Include in the report a boring map, logs and analysis, GPR results and analysis, pavement and topsoil samples, recommendations for the proposed R-value to be used on the corridor for pavement design, and recommendations on if Full Depth Reclamation (FDR) or Mill and Overlay is recommended.

City Contract No.: 23-27_IGHMSA_E_WO_26
City Project: 2026 PMI North
Exhibit B: Progress Report Form

Exhibit B: Progress Report Form - 2026 PMI North

For Invoice No.: _____

City Contract No.: 23-27_IGHMSA_E_WO_26 Billing Period: from _____ to _____
City Finance ID:

Contract Notice to Proceed Date: [XXXXXXXXXXXXXXXXXX]
Contract Expiration Date: [XXXXXXXXXXXXXXXXXX]

From: [XXXXXXXXXXXXXXXXXX]
[XXXXXXXXXXXXXXXXXX]
[XXXXXXXXXXXXXXXXXX]
Contractor Project No.: [XXXXXXXXXXXXXXXXXX]

Notes	Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
	Project Management	XXXXXXX			
	Project Understanding	XXXXXXX			
	Feasibility Analysis and Report	XXXXXXX			
	Preliminary Hydraulic Analysis and Stormwater Design	XXXXXXX			
	Roadway Analysis	XXXXXXX			
	Utility Coordination	XXXXXXX			
	Right of Way, Easement, Permitting Evaluation	XXXXXXX			
	Project Surveying	XXXXXXX			
	Geotechnical Investigation	XXXXXXX			
	Subtotal	XXXXXXX			
	Total				

Contractor’s Project Manager _____ Date _____

City Contract No.: 23-27_IGHMSA_E_WO_26

City Project: 2026 PMI North

Exhibit C: Estimated Construction Testing Quantities

Exhibit C: 2026 Project Map by Project Type



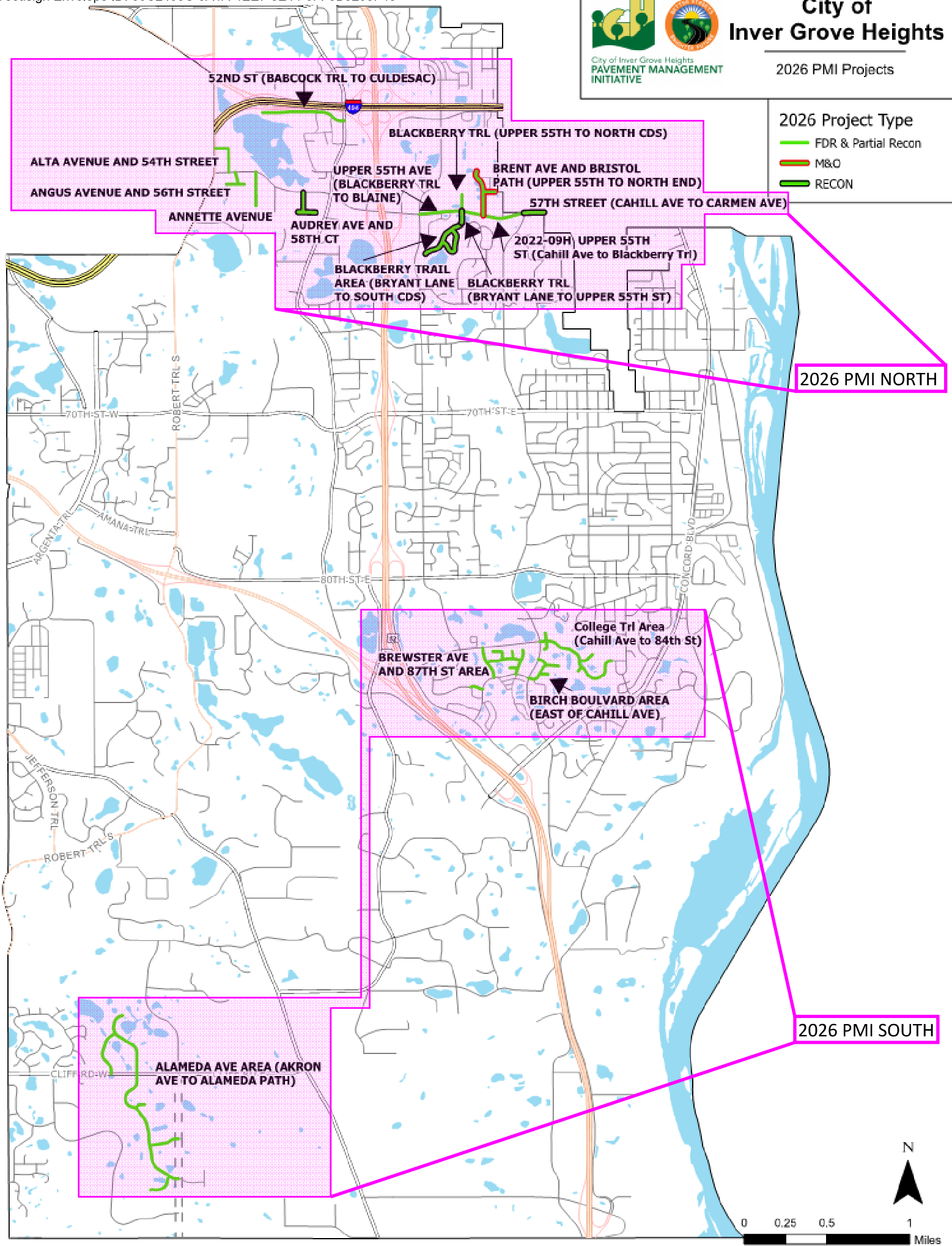
City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE

City of Inver Grove Heights

2026 PMI Projects

2026 Project Type

- FDR & Partial Recon
- M&O
- RECON





ATTACHMENT 1

July 29, 2024

Mr. Paul Merchlewicz
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: CITY OF INVER GROVE HEIGHTS – 2026 PMI NORTH

Dear Mr. Merchlewicz:

Short Elliott Hendrickson Inc. (SEH) is pleased to submit this proposal to provide professional services for a feasibility study, including geotechnical exploration, surveying, preliminary roadway, and hydraulic and stormwater design for the City of Inver Grove Heights 2026 PMI North project area, as listed below and in the RFP received July 8, 2024.

PROJECT UNDERSTANDING

The City of Inver Grove Heights desires to rehab approximately 3.2 miles of City streets that are listed below along with the expected improvements as part of the City's 2026 Pavement Management Initiative.

52nd St, Alta Ave & 54th St, Angus Ave & 56th St, Annette Ave, Blackberry Trl,
Upper 55th Ave.....Partial Recon/FDR
57th St and Blackberry Trail Area.....Reconstruction
Brent Ave and Bristol Path..... Mill and Overlay

FEE PROPOSAL

Exhibit A provides the detailed fee proposal for the project and is also summarized below.

Tasks	Estimated Cost
1. Project Management & Meetings	\$30,448
2. Project Understanding	\$2,503
3. Feasibility Analysis and Report	\$49,879
4. Preliminary Hydraulic and Stormwater design	\$34,940
5. Roadway Analysis	\$8,154
6. Utility Coordination	\$3,642
7. Right of Way, Easement, and Permitting Evaluation	\$3,541
8. Project Surveying	\$18,433
9. Geotechnical Investigation and Analysis	\$16,310
Reimbursable Expenses	\$23,850
Total	\$191,700

We are proposing Nina Bonanno serve as Project Manager for this project and Jen Desrude serve as Deputy Project Manager. We look forward to working with the City to complete this upcoming project. Please contact me directly at 612.270.3882 should you questions or requests for additional information.

Sincerely,


Dustin Cesafsky
Client Service Manager


Nina Bonanno, PE (Lic. MN, ND)
Project Manager

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Project: 2026 PMI North
Client: City of Inver Grove Heights, MN

Prepared by: Nina Bonanno
Reviewed By: Jen Desrude

Prepared Date: 7/26/2024
Reviewed Date: 7/29/2024

7/29/2024, Revised: August 2, 2024

Billing Title		CSM	DPM	PM/PE	Tech	PE	Grad Eng	PE	Survey Crew Chief	Accounting Rep	Admin Tech	Expenses	Total
TASK 1 - Project Management													
1.1	Project Coordination and Administration												
	Develop and execute City agreement	1									1		2
	Create project in accounting system			1						1			2
	Invoice Management (August 2024 - April 2025)			10						10			20
	Develop QA/QC and PM Plan	1		2									3
	QA/QC Review	20	4	8									32
	Project Correspondence (Email updates and phone calls)	1	4	16									21
1.2													
	Project Meetings												
	Kickoff meeting with City (in person)		2	4									6
	Internal kickoff meeting with SEH (virtual)	1	1	2		1	1	1					7
	PMT Meetings (assumed 18 virtual)		9	27		4	4						44
	Neighborhood Open Houses (3)		9	9									18
	City Council Meetings (1)		4	4									8
	Task 1 Hours Summary	24	33	83		5	5	1		11	1	N/A	163
	Task 1 Fee Summary	\$4,233.86	\$8,947.92	\$13,568.84		\$1,182.89	\$770.84	\$213.70		\$1,402.51	\$127.23	\$203.88	\$30,651.66
TASK 2 - Project Understanding													
2.1	Field Review												
	Site visit with City of project area			8	8								16
	Prepare and distribute minutes from site visit			2									2
	Task 2 Hours Summary			10	8							N/A	18
	Task 2 Fee Summary			\$1,634.80	\$867.78							\$40.20	\$2,542.78
TASK 3 - Feasibility Analysis and Report													
3.1	Data Collection and Base Files												
	Gather/review record drawings			2	4								6
	Coordination with local project stakeholders		2	16		2	4						24
	Prepare for Open House Meetings (3)		3	6	12								21
	Prepare location maps			2	8								10

	Billing Title	CSM	DPM	PM/PE	Tech	PE	Grad Eng	PE	Survey Crew Chief	Accounting Rep	Admin Tech	Expenses	Total
3.2	Preliminary Design												
	Prepare Typical Sections			1	6								7
	Prepare Proposed Improvement Layouts			12	60								72
	Review alternative rehabilitation options with City (up to 2 per street segment)		1	8	25								34
	Prepare preliminary cost estimate		1	8	40	2	4						55
	Prepare final feasibility cost estimate		1	4	16								21
	Prepare Draft Feasibility Assessment Roll		4	16	12						1		33
	Prepare Final Feasibility Assessment Roll		4	12							1		17
	Prepare Draft Feasibility Report		2	24	12						2		40
	Prepare Final Feasibility Report		1	12	6						1		20
	Task 3 Hours Summary		19	123	201	4	8				5	N/A	360
	Task 3 Fee Summary		\$5,151.83	\$20,108.04	\$21,803.07	\$946.31	\$1,233.34				\$636.17		\$49,878.75
TASK 4 - Preliminary Hydraulic Design and Stormwater Design													
4.1	Preliminary Analysis												
	Review historic and field collected documentation					2	12						14
	Prepare existing and proposed hydrologic and hydraulic models					6	40						46
	Preliminary Stormwater Management Report					2	16						18
4.2	Preliminary Stormwater System Analysis												
	Compile available WR related information					2	10						12
	Prepare drainage map overview					4	24						28
4.3	Preliminary Stormwater System Design												
	Develop preliminary existing and proposed hydrologic and hydraulic models					12	56						68
	Develop preliminary stormwater system design					2	12						14
	Subtotal Hours					14	68					N/A	82
	Subtotal Fees					\$3,312.08	\$10,483.36						\$13,795.43
4.4	Permitting												
	Prepare stormwater related permits					3	6						9
	Task 4 Hours Summary					33	176					N/A	209
	Task 4 Fee Summary					\$7,807	\$27,133					\$134.00	\$35,074.43

	Billing Title	CSM	DPM	PM/PE	Tech	PE	Grad Eng	PE	Survey Crew Chief	Accounting Rep	Admin Tech	Expenses	Total
TASK 5 - Roadway Analysis													
5.1	Preliminary Analysis												
	Perform roadway width analysis		2	8	24								34
	Create cost benefit analysis		4	16									20
	Task 5 Hours Summary		6	24	24							N/A	54
	Task 5 Fee Summary		\$1,626.89	\$3,923.52	\$2,603.35								\$8,153.77
TASK 6 - Utility Coordination													
6.1	Data Collection												
	Obtain private utility maps			2	4								6
	Include utility maps in base files			2	8								10
	Utility Coordination Meeting		1	6	4								11
	Task 6 Hours Summary		1	10	16							N/A	27
	Task 6 Fee Summary		\$271.15	\$1,634.80	\$1,735.57								\$3,641.52
TASK 7 - Right of Way, Easement, and Permitting Evaluation													
7.1	Preliminary Review												
	Review preliminary design to determine appropriate ROW needs		1	8									9
	Confirm Dakota County SWCD jurisdictional requirements			4									4
	Confirm Dakota County Permit application			4									4
	MNPCA coordination			4									4
	Task 7 Hours Summary		1	20								N/A	21
	Task 7 Fee Summary		\$271.15	\$3,269.60									\$3,540.75
TASK 8 - Project Surveying													
8.1	Data Collection												
	Gopher State One Call				2						2		4
	Field topo of proposed project areas, monument search, set field control								127				127
	Task 8 Hours Summary				2				127		2	N/A	131
	Task 8 Fee Summary				\$216.95				\$17,962.50		\$254.47	\$2,978.70	\$21,412.61
TASK 9 - Geotechnical Investigation and Analysis													
9.1	Data Collection/Review												
	Prepare geotech scope				2								2
	Solicit drillers/sub coordination							2					2
	Site Visit/Stake Borings							6					6
	Prepare Soil Boring Logs							8					8

Billing Title		CSM	DPM	PM/PE	Tech	PE	Grad Eng	PE	Survey Crew Chief	Accounting Rep	Admin Tech	Expenses	Total
Assign Tests and Deliver Samples													4
9.1 Evaluation													
Determine soil parameters													4
Evaluate subgrade/soil corrections													4
Evaluate trench material/backfill requirements													2
Pavement Design													16
9.1 Geotechnical Report													
Draft memo					2						2		16
Final memo					1						1		6
Subtotal Hours					3						3	N/A	22
Subtotal Fees					\$325.42						\$381.70		\$4,126.26
9.1 Preliminary Plans													
Assist with preliminary plans													8
Assist with cost estimate													2
Task 9 Hours Summary					5						3	N/A	80
Task 9 Fee Summary					\$542.37						\$381.70	\$20,493.44	\$36,803.65
TASK 1 - Project Management													
Task Hours Summary		24	33	83		5	5	1		11	1	N/A	163
Task Fee Summary		\$4,233.86	\$8,947.92	\$13,568.84		\$1,182.89	\$770.84	\$213.70		\$1,402.51	\$127.23	\$203.88	\$30,651.66
TASK 2 - Project Understanding													
Task Hours Summary				10	8							N/A	18
Task Fee Summary				\$1,634.80	\$867.78							\$40.20	\$2,542.78
TASK 3 - Feasibility Analysis and Report													
Task Hours Summary			19	123	201	4	8				5	N/A	360
Task Fee Summary			\$5,151.83	\$20,108.04	\$21,803.07	\$946.31	\$1,233.34				\$636.17		\$49,878.75

	Billing Title	CSM	DPM	PM/PE	Tech	PE	Grad Eng	PE	Survey Crew Chief	Accounting Rep	Admin Tech	Expenses	Total
TASK 4 - Preliminary Hydraulic Design and Stormwater Design													
	Task Hours Summary					33	176					N/A	209
	Task Fee Summary					\$7,807.04	\$27,133.39					\$134.00	\$35,074.43

TASK 5 - Roadway Analysis													
	Task Hours Summary		6	24	24							N/A	54
	Task Fee Summary		\$1,626.89	\$3,923.52	\$2,603.35								\$8,153.77

TASK 6 - Utility Coordination													
	Task Hours Summary		1	10	16							N/A	27
	Task Fee Summary		\$271.15	\$1,634.80	\$1,735.57								\$3,641.52

TASK 7 - Right of Way, Easement, and Permitting Evaluation													
	Task Hours Summary		1	20								N/A	21
	Task Fee Summary		\$271.15	\$3,269.60									\$3,540.75

TASK 8 - Project Surveying													
	Task Hours Summary				2				127		2	N/A	131
	Task Fee Summary				\$216.95				\$17,962.50		\$254.47	\$2,978.70	\$21,412.61

TASK 9 - Geotechnical Investigation and Analysis													
	Task Hours Summary				5			72			3	N/A	80
	Task Fee Summary				\$542.37			\$15,386.15			\$381.70	\$20,493.44	\$36,803.65

PROJECT SUMMARY													
	Project Hours Summary	24	60	270	256	42	189	73	127	11	11	N/A	1,063
	Project Fee Summary	\$4,233.86	\$16,268.94	\$44,139.60	\$27,769.09	\$9,936.23	\$29,137.56	\$15,599.84	\$17,962.50	\$1,402.51	\$1,399.56	\$23,850.22	\$191,699.93

2026 PMI South

Project Identification:

This work involves preparing a feasibility study for projects located in the mid and southern part of the City. These projects have not been grouped into project areas or aligned with a particular construction letting strategy. As part of this project, the Contractor (defined below) will assist the City in project area grouping and assembling an initial project construction strategy. The projects are all anticipated to be full depth reclamation or partial reconstruction.

This written authorization to proceed and work order contract (work order contract) is between the City of Inver Grove Heights (City) and **Short Elliott Hendrickson, Inc**, a Corporation, Address: **3535 Vadnais Center Dr, St. Paul, MN 55110** ("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, below.
2. The City needs a Contractor to provide professional services for review and revision of preliminary design, final design, right of way acquisition, and bidding preparation and services.

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 **December 31, 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

Exhibit C = Project Location Map

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 Contractors assumptions for the work required to deliver the identified scope are included as part of this Contract Attachment 1. 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 deliverables of this work order contract are as follows:

<u>Items</u>	<u>Date Due</u>
Expected Notice to Proceed.....	August 2024
Feasibility Report (Draft).....	December 2024
Feasibility Open House	February 2024
Feasibility Report (Final)	March 2025
Public Improvement Hearing.....	April 14, 2025

- 2.3. Deliverables are defined as the work product created or supplied by the Contractor pursuant to the terms of this 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:
- 4.2. **Compensation:**

Contractor will be paid for hours worked during each invoice period on a Unit Rate basis not to exceed a maximum aggregate value greater than the Total Obligation shown in Section 4.1.5:

Labor Rate Costs*: **\$133,559**

Direct Expense Costs: **\$13,021**

* Labor Rate includes direct labor, overhead and profit

4.3. Overtime:

The City will not pay directly for any overtime worked by a Contractor or a subcontractor.

4.4. 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 specific to this project are examples of Direct Expense Costs. 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).

4.5. 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".

4.6. Total Obligation:

The total obligation of City for all compensation and reimbursements to Contractor under this contract will not exceed **\$146,580**.

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 will provide a breakdown of hours per development project work performed.

5.4. The City will provide Contractor with City billing identifiers and names for specific project identification in billing statements.

5.5. 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: Nina Bonanno, PE - Project Manager
Address: 10650 Red Circle Dr, Suite 500
Minnetonka, MN 55343
Telephone: (701) 354-5621
E-Mail: nbonanno@sehinc.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: Paul Merchlewicz, P.E.	Name/Title: Steve Dodge, P.E.
Address: 8150 Barbara Ave Inver Grove Heights MN, 55077	Address: 8150 Barbara Ave Inver Grove Heights MN, 55077
Telephone: 651-450-2572	Telephone: 651-450-2541
E-Mail: pmerchlewicz@ighmn.gov	E-Mail: sdodge@ighmn.gov

City's Authorized Representative, or his/her 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.

City Contract No.: 23-27_IGHMSA_E_WO_27
City Project: 2026 PMI South

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

Date: August 12th, 2024

CITY OF INVER GROVE HEIGHTS

BY: _____
Brenda Dietrich, Mayor

ATTEST: _____
Rebecca Kiernan, City Clerk

8/2/2024
Date: _____, 20____

CONSULTANT

Toby Muse

BY: Toby Muse

IT'S: Principal

Exhibit A: Scope of Work

1. Project Overview

1.1. General Statement of Scope of Work

The delivery of this contract includes the development of a feasibility report consistent with MN Statute 429 regarding assessments.

1.2. Project Background

- 1.2.1. **Exhibit C** represents the projects areas that the City plans to deliver as part of the 2026 Pavement Management Initiative. This scope of work pertains to those areas identified in **Exhibit C** as "2026 PMI South." As part of this feasibility study, a determination will need to be made on the best way to group project. This coordination will consider project timing and the combination of these projects with those identified in Exhibit C as "2026 PMI North."

2. Project Management

2.1. Project Coordination and Administration

- 2.1.1. Project management includes work necessary for communicating and completing the project tasks on time and within budget. The Contractor must not reassign the project manager or their primary duties without the written consent of the City's project manager. The Contractor's staff must have the training and expertise necessary for the work tasks to which they are assigned.
- 2.1.2. Meeting summaries must be submitted no later than three business days after each meeting. Final meeting summaries must be submitted no later than one business day after receiving comments on draft summaries.
- 2.1.3. The Contractor will:
- a. Prepare a schedule to be used to maintain progress of the feasibility study and ensure that project goals are achieved.
 - b. Prepare invoices accompanied by:
 - i. Progress report form (Exhibit B).
 - ii. Supporting data for direct expenses.
 - c. Manage, coordinate, direct, and monitor subcontractor services, including reviewing progress reports, deliverables, schedule, and invoices.
 - d. Update the City's project manager on the status of the project schedule, budget, and general status/progress at the weekly progress meetings.
 - e. Store all deliverables in an organized electronic document management system and make deliverables available to the City's project manager as needed whether the file is incomplete, in draft form, or the final deliverable.
 - f. Track issues and action items that develop during the project that either need resolution or implementation. The Contractor will review project issues and action items with the City's project manager at the weekly progress meetings.

2.2. Project Meetings

2.2.1. Kickoff Meeting

The Contractor will schedule and facilitate a project kickoff meeting to confirm the basic project objectives, solidify a work plan, and obtain consensus on the project requirements. This meeting must occur no later than five business days after notice to proceed. The meeting will be held via Microsoft Teams or at Inver Grove Heights City Hall and will include up to two Contractor staff.

2.2.2. Project Management Team (PMT) Meetings

2.2.3. The Contractor will facilitate **bi-weekly** PMT meetings with the City's project manager and other personnel as identified by the City's project manager. The PMT meetings are intended to provide a management-level view of project development.

2.2.4. Progress meeting attendees may vary depending on issues that need discussion. The Contractor's project manager must attend these meetings.

2.2.5. One PMT meeting will be used to address City comment on the draft feasibility stage to discuss City comments and provide resolution before finalizing the feasibility report and other required deliverables.

2.2.6. The Contractor will:

- a. Meet with the City's project manager bi-weekly to review schedule, progress of deliverables, issues, and team effectiveness.
- b. Solicit feedback from the City's project manager to assess whether all services meet the requirements of the project.
- c. Identify needs and issues and discuss steps.

3. Project Understanding

3.1. Project Walkthrough

3.1.1. A detailed understanding of project scope and potential challenges/risks is necessary for the development of a feasibility study that provides effective direction for the completion of the project's final design.

3.1.2. The Contractor will:

- a. Attend a walkthrough with City staff for each portion of the project.
- b. Document potential scope items, risks, and issues.
- c. Provide a summary of notes taken during walkthrough to City staff at PMT meetings.

4. Feasibility Analysis and Report

4.1. Standards and Guidance

4.1.1. All deliverables must be prepared in accordance with:

- a. MN State Statute, Section 429
- b. City Special Assessment Policy

City Contract No.: 23-27_IGHMSA_E_WO_27

City Project: 2026 PMI South

Exhibit A: Specifications, Duties, and Scope of Work

4.2. Stakeholder Involvement/Meetings

- 4.2.1. Stakeholder involvement and meetings include the work necessary to gather input on the proposed project improvements.
- 4.2.2. The Contractor will:
 - a. Work to coordinate with project stakeholders which may include Metro Transit and Dakota County. Direct coordination is not expected, but instead support for the City's project manager will be necessary.

4.3. Informational Meetings and Public Hearings

- 4.3.1. Informational meetings and public hearings will be used to share information discovered during the stakeholder involvement phase before and during the feasibility/assessment process.
- 4.3.2. For the reconstruction areas of this feasibility, additional outreach will be required. An initial meeting shortly after the project kick off to gather information from the neighborhoods involved to identify perceived issues is required. Similarly, continued outreach to maintain engagement and understanding will occur periodically.
- 4.3.3. The Contractor will:
 - a. Prepare for and attend one public open house neighborhood meeting that includes **all** project areas. Assume the public open house neighborhood meeting will include preparation of a presentation and up to **three** boards for public viewing for **each** defined project area.
 - b. Attend one regular City Council meeting to provide City support for Council acceptance of the feasibility report and order the final design of the project.

4.4. Report Preparation

- 4.4.1. Report preparation will involve providing a detailed feasibility study and report detailing any recommended roadway, stormwater, and utility improvements to be included with the project.
- 4.4.2. The Contractor will:
 - a. Provide the City with **one** copy of a draft report in electronic PDF format.
 - b. Provide the City with **one** copy of the final version of the report in electronic PDF format and one hard copy report which will be made available for public viewing.
 - c. All reviews of the feasibility report will be conducted in a Bluebeam Studio Session hosted by the Contractor.

City Contract No.: 23-27_IGHMSA_E_WO_27

City Project: 2026 PMI South

Exhibit A: Specifications, Duties, and Scope of Work

4.5. Preliminary Cost Estimates

- 4.5.1. Preliminary cost estimates will be used to track and verify scope and assumptions carried over from early planning stages. Estimates may be used to help shape project budget decisions during the feasibility phase. The cost estimate will be reviewed by City staff during update meetings and following the submittal of the draft report.
- 4.5.2. The Contractor will:
 - a. Include in the feasibility study and report a preliminary engineer's opinion of probable cost.
 - b. Revise the estimates based on input received during comment periods.
 - c. Include a final preliminary engineer's opinion of probable cost in the feasibility study.

4.6. Financing Plan

- 4.6.1. Work with the City to develop a financing plan for the proposed improvements consistent with MN Statute 429 regarding assessments.

4.7. Assessment Roll Preparation

- 4.7.1. The assessment roll will align with the cost estimates for the project to determine the appropriate share of the project allocated to property owners.
- 4.7.2. The Contractor will:
 - a. Prepare a draft and final assessment roll based on the cost estimate included in the report and the current City assessment policy. Assume City staff will review the draft assessment roll for consistency with City policy and provide comments on the draft assessment roll.
 - b. Contractor may need to prepare and evaluate assessment rolls based on differing methods of assessments for each area to determine which method is appropriate and equitable.
 - c. Contractor to provide property valuation data to assist in the calculation of an average property value by zoning classification, to assist the City in calculating a benefit appraisal calculation for each type of property classification in each project area. The City will provide zoning classification information as necessary.
 - d. Include the final assessment roll in the final version of the feasibility study.
 - e. Contractor will base assessment calculations and approach on current City assessment policy.

City Contract No.: 23-27_IGHMSA_E_WO_27

City Project: 2026 PMI South

Exhibit A: Specifications, Duties, and Scope of Work

5. Preliminary Hydraulic Design and Stormwater Design

5.1. Standards and Guidance

5.1.1. All deliverables must be prepared in accordance with:

- a. Current version of the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit
- b. Minnesota Pollution Control Agency (MPCA) Minnesota Stormwater Manual
- c. Minnesota Department of Natural Resources (DNR) Best Practices for Meeting DNR General Public Waters Work Permit

5.1.2. All deliverables must be prepared in accordance with the following project-specific standards:

- a. Stormwater Storage and Treatment Systems:
 - i. Construct all stormwater treatment and storage systems with a minimum of two feet of vertical freeboard above the high-water level (HWL) of a 100-year, 24-hour storm event to the berm crest (continuous flat surface).
 - ii. Construct berm crest width of five feet minimum.
 - iii. Provide a wet pretreatment basin/cell upstream of all infiltration and filtration systems unless another method is approved by the City.
 - iv. Underground structural stormwater storage and/or infiltration facilities will not be approved on this project, unless approved by the City.
- b. Wet Stormwater Ponds and Filtration Basins:
 - i. Line stormwater ponds and filtration basins if they are located within a very high or a high-vulnerability area of a Drinking Water Supply Management Area (DWSMA), within an Emergency Response Area (ERA), or located within contaminated soils.
 - ii. Provide a minimum depth from the normal water level (NWL) to the pond bottom of at least three feet and a maximum depth of 10 feet.
 - iii. Provide a 1:10 (V:H) bench extending from a wet pond NWL a minimum of 10 feet horizontally into the pond. Above the NWL, slopes must be no steeper than 1:3 (V:H) with 1:4 slopes preferred.
 - iv. Base filtration rates for the design of the filtration basin on the MPCA Stormwater Manual. Base ponding depth within the filtration basin on the design filtration rate and a maximum 48-hour drawdown period.
- c. Infiltration Basins:
 - i. Infiltration basins shall not be located within a very high or a high-vulnerability DWSMA or within an ERA. For proposed infiltration within other DWSMA vulnerability areas, written approval must be received from the corresponding City.
 - ii. Infiltration is not permitted in areas with soil or groundwater contamination, karst, within three feet of a regional groundwater table, in Hydrologic Soil Group D, where soil infiltration rates are more than 8.3 inches per hour without modification, within 200 feet of a private water supply well, within

- 100 feet from a septic system, or within 100 feet of buildings or building foundations.
 - iii. Base infiltration rates for the design of infiltration basins on measured infiltration rates along with the MPCA Stormwater Manual correction factor. Alternatively, use the MPCA Stormwater Manual design infiltration rates for the applicable soil texture.
 - iv. Provide an overflow to establish the maximum water quality ponding depth to achieve the required maximum 48-hour drawdown period.
- d. Hydrologic Methods:
- i. Design the drainage system so pre-project conditions are not exceeded for flood damage potential.
 - ii. Design stormwater storage and treatment facilities using the Atlas 14, 100-year, 24-hour rainfall event with an antecedent moisture condition of 2.
- 5.1.3. All deliverables must be prepared using approved drainage design software.

Software	Possible Vendor	Functions
HydroCAD	HydroCAD Software Solutions LLC	• Generate NRCS (SCS) hydrograph • Develop stage-storage and stage-discharge for ponds • Combine/route hydrographs through ponds and channels
XP-SWMM	Innovyze	• Generate NRCS (SCS) hydrograph or model historical storm • Dynamic routing of hydrographs through ponds, pipes, and channels with varying tailwater/flow conditions

5.2. Preliminary Hydraulics Design/Recommendation

- 5.2.1. The Contractor will prepare a preliminary hydraulic design by:
- a. Reviewing all information related to water resources in the project area including historic documents at the City and information collected during field walkthroughs and reviews.
 - b. Preparing or updating, as applicable, existing and proposed conditions hydrologic/hydraulic models of the project area and perform modeling to evaluate conformance to project design standards and permitting requirements. Analyses will be completed for the design storm events identified in the water resources design criteria summary document.
 - c. Preparing preliminary hydraulic and stormwater system design and corresponding hydraulic design. The design must include documentation of:
 - i. Total disturbed soil area, existing and proposed impervious area, reconstructed impervious area, and resulting regulatory requirements for volume control and water quality treatment.

- ii. Sizes and locations of culverts, storm sewer trunk lines, and outfalls.
- iii. The location, size, type, slope, and computed headwater for the existing (where applicable) and proposed conditions discharges and invert elevations of each culvert and outfall.
- iv. Location, surface area, and treatment volume depth of stormwater treatment systems including grading plans sufficient to confirm construction limits and right-of-way needs.
- v. Limits of required right-of-way for all drainage and stormwater treatment systems.
- vi. Drainage tile system impacts and required connections and rerouting.
- vii. How the preliminary drainage system design will preserve existing drainage patterns wherever possible unless approved by the City Engineer.
- viii. Modeling results of existing and proposed conditions stormwater systems as required for project permitting and/or as directed by the City Engineer.

5.3. Preliminary Stormwater System Analysis

- 5.3.1. The Contractor will compile available water resources-related information, regulatory requirements applicable to the project, and develop a water resources design criteria summary document.
- 5.3.2. The summary document must include and identify:
 - a. Existing stormwater drainage plans, models, and survey data including available data on culverts, ditches, storm sewer systems, and stormwater treatment systems within the project area.
 - b. Information collected during the field survey relating to existing conditions.
 - c. Available soil conditions where infiltration, filtration, and wet ponds are proposed and where stormwater trunk line piping is proposed. Identify the source(s) of the data including web-based data, soil borings, and other.
 - d. Water resources issues including, but not limited to, areas with historically inadequate drainage (e.g., known flooding areas, citizen-identified concerns and complaints), environmentally sensitive areas, localized flooding, and maintenance problems associated with drainage, erosion areas, high groundwater table areas, areas known to contain contaminated soil or water, karst areas, ERAs, and DWSMAs including the degree of vulnerability of each DWSMA throughout the project area.
 - e. Volume control, water quality, and rate control requirements as imposed by watershed district and/or watershed management organization standards and rules, and any local governmental unit standards and rules.
 - f. Existing drainage systems that require cleaning and/or inspection and make recommendations if features need repair or replacement.
- 5.3.3. The Contractor will prepare drainage overview map(s) for the project area including:

- a. Existing and proposed drainage features including, but not limited to, culverts, ditches, storm sewer, outfalls, drop inlets, catch basins, wet ponds, dry ponds, infiltration basins, and filtration basins. Available municipal drainage system information must be included.
- b. Delineated drainage areas to each point of inflow and outflow from the project. Existing and proposed drainage areas must identify the time of concentration and modeled peak flows for the design events identified in the water resources design criteria summary. Existing and proposed ponding or detention areas must show the model peak water surface elevation for the 100-year design storm event.
- c. All waters that receive project runoff: public waters, outstanding resource value waters, special waters, and impaired waters.
- d. Federal Emergency Management Agency (FEMA) Floodplain boundaries, Watershed District flood elevations and/or floodplain boundaries, National Wetlands Inventory (NWI) wetland boundaries, jurisdictional ditches, karst areas, ERAs and DWSMAs, and other relevant drainage system information including agricultural drainage tile systems within and adjacent to the project area.
- e. Existing drainage infrastructure and locations for repair, lining, replacement, and erosion control recommendations.

5.4. Preliminary Stormwater System Design

5.4.1. The Contractor will:

- a. Develop preliminary existing and proposed conditions hydrologic/hydraulic models of the project area and perform modeling as necessary to ensure project conformance to project design standards and permitting requirements. Analyses will be completed for the design storm events identified in the water resources design criteria summary document.
- b. Prepare a preliminary stormwater system design and a corresponding preliminary stormwater design report. The design and report must include documentation of the preliminary design, including how the meets the requirements identified in the water resources design criteria summary document. The report must provide documentation of the following:
 - i. Total disturbed soil area, existing and proposed impervious area, reconstructed impervious area, and resulting regulatory requirements for volume control and water quality treatment.
 - ii. Preliminary sizes and locations of culverts, storm sewer trunk lines, and outfalls.
 - iii. The location, size, type, slope, computed headwater for the existing (where applicable) and proposed conditions discharges, and preliminary invert elevations of each culvert and outfall.
 - iv. Preliminary location, surface area, and treatment volume depth of potential stormwater treatment systems including preliminary grading sufficient to establish construction limits and right-of-way needs.
 - v. Construction limits and required right-of-way for all drainage system facilities and stormwater treatment systems.

City Contract No.: 23-27_IGHMSA_E_WO_27

City Project: 2026 PMI South

Exhibit A: Specifications, Duties, and Scope of Work

- vi. Drainage tile system impacts, required connections, and rerouting.
- vii. How the preliminary drainage system design will preserve existing drainage patterns wherever possible unless approved by the City Engineer.
- viii. Modeling results of existing and proposed conditions stormwater systems as required for project permitting and/or as directed by the City Engineer.

5.4.2. Deliverables:

- a. Existing and proposed conditions hydrologic/hydraulic models
- b. Incorporation of preferred design into feasibility report

6. Roadway Analysis

6.1. General

Roadway segments to be reconstructed may consist of varying widths. This scope of work is to identify options for reconstructing the roadways in kind or replacing them with roadways of a different width.

6.2. Roadway Width Analysis

6.2.1. Contractor will determine the appropriate width for roadways to be reconstructed and take into consideration the following:

- a. Condition and existence of existing drainage features
- b. Utility conditions, potential adjustments, and location including lighting, sewer, storm, water, and private utilities
- c. Pedestrian facilities and accommodations
- d. On-street parking accommodations and need
- e. Ancillary construction impacts such as driveways, vegetation, and property

6.3. Benefit/Cost Analysis

6.3.1. Contractor will provide a Benefit/Cost Analysis to determine if constructing in place or modifying the roadway width provides a better overall solution to the City and its residents.

6.3.2. Deliverables:

- a. Preliminary cost estimate representing construction of roadways matching the current configuration.
- b. Preliminary cost estimate representing an "optimized" and consistent roadway width and configuration that matches the objectives of the City's Pavement Management Citizen Task Force findings: [Citizen Task Force | Inver Grove Heights, MN - Official Website \(ighmn.gov\)](#)
- c. Include findings with preferred option in Feasibility Report

7. Utility Coordination

7.1.1. This task is for utility coordination only.

7.2. Initiate GSOC Utility Design Ticket and Collect Responses

City Contract No.: 23-27_IGHMSA_E_WO_27

City Project: 2026 PMI South

Exhibit A: Specifications, Duties, and Scope of Work

7.2.1. Initiate and collect utility information within the project limits.

7.2.2. The Contractor will:

- a. Initiate the GSOC Utility Design Locate Ticket and collect information provided, including any maps that may be collected.
- b. Catalog all utility information, including ticket numbers, into the City's file system for use during final design.

8. Right-of-Way, Easement, and Permitting Evaluation

8.1. Right-of-Way and Easements

8.1.1. Understanding impacts to public and private rights of way impacts the budget and is necessary for identification in the feasibility study and report.

8.1.2. The Contractor will:

- a. Evaluate the need for right-of-way acquisition, permanent and temporary easements, and potential right-of-entry agreements.
- b. Upon completing this evaluation, make a recommendation to City staff as to which method of construction accessibility to use within the project limits.
- c. Prepare exhibits and costs for any easement or right of way taking needs.

8.2. Permitting

8.2.1. Assess and collect permit information during the feasibility study.

8.2.2. The Contractor will:

- a. Compile a list of all necessary permits required to complete the project.
- b. Assemble a matrix of permits and applicable agencies for coordination and timing for completion.

9. Project Surveying

9.1. Feasibility Survey

9.1.1. Surveying will be needed to identify utility locations when marked and roadway and drainage features, and in areas of full reconstruction, boulevard and utility easements behind the curb to gain an understanding of project features to determine the appropriate project solution.

9.1.2. The Contractor will:

- a. Provide the City's Project Manager with a survey plan and work plan for each roadway area of the feasibility study.
- b. Perform necessary surveys to capture field information to provide information to aid in decision making and project understanding in the feasibility study.
- c. Provide topographic survey of centerline roadway and lip of curb and gutter at 50 ft intervals in the FDR street areas where necessary.
- d. Provide topographic survey of centerline roadway and lip of curb and gutter at 50 ft intervals in street areas identified for reconstruction necessary.

City Contract No.: 23-27_IGHMSA_E_WO_27

City Project: 2026 PMI South

Exhibit A: Specifications, Duties, and Scope of Work

- e. Storm sewer and utility castings/structures survey, including survey of existing culverts.
- f. Storm water features such as ditches, ponds, water elevations, to gather information necessary to determine acceptability of current conveyance and storage systems.
- g. Provide the final survey to the City in AutoCAD format for use in the final design of the project(s).

10. Geotechnical Engineering and Analysis

10.1. Geotechnical Investigation

- 10.1.1. Provide the City's Project Manager with a Geotechnical Plan identifying the appropriate number of tests on each roadway section to develop a Pavement Management solution. Expected investigations, among others, include:
 - a. Standard Penetration Test (SPT) borings along the roadway alignment to a depth of 10 feet.
 - b. Coring to determine pavement thickness for each roadway segment at a minimum of two per road segment.
 - c. Potholing and patching.
 - d. Visual inspections.
- 10.1.2. Perform Geotechnical investigations in accordance with the Geotechnical Plan.
- 10.1.3. Perform analysis and develop a report identifying the recommended repair/rehabilitation approach for each roadway segment.
 - a. Perform Laboratory testing, including classification (sieve analysis, density, moisture content, etc.), R-value, and other tests to determine feasibility of soil for construction.
 - b. Include in the report a boring map, logs and analysis, GPR results and analysis, pavement and topsoil samples, recommendations for the proposed R-value to be used on the corridor for pavement design, and recommendations on if Full Depth Reclamation (FDR) or Mill and Overlay is recommended.

City Contract No.: 23-27_IGHMSA_E_WO_27
City Project: 2026 PMI South
Exhibit B: Progress Report Form

Exhibit B: Progress Report Form - 2026 PMI South

For Invoice No.: _____

City Contract No.: 23-27_IGHMSA_E_WO_27 Billing Period: from _____ to _____
City Finance ID:

Contract Notice to Proceed Date: [XXXXXXXXXXXXXXXXXX]
Contract Expiration Date: [XXXXXXXXXXXXXXXXXX]

From: [XXXXXXXXXXXXXXXXXX]
[XXXXXXXXXXXXXXXXXX]
[XXXXXXXXXXXXXXXXXX]
Contractor Project No.: [XXXXXXXXXXXXXXXXXX]

Notes	Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
	Project Management	XXXXXXX			
	Project Understanding	XXXXXXX			
	Feasibility Analysis and Report	XXXXXXX			
	Preliminary Hydraulic Analysis and Stormwater Design	XXXXXXX			
	Roadway Analysis	XXXXXXX			
	Utility Coordination	XXXXXXX			
	Right of Way, Easement, Permitting Evaluation	XXXXXXX			
	Project Surveying	XXXXXXX			
	Geotechnical Investigation	XXXXXXX			
	Subtotal	XXXXXXX			
	Total				

Contractor’s Project Manager _____ Date _____

Exhibit C: 2026 Project Map by Project Type



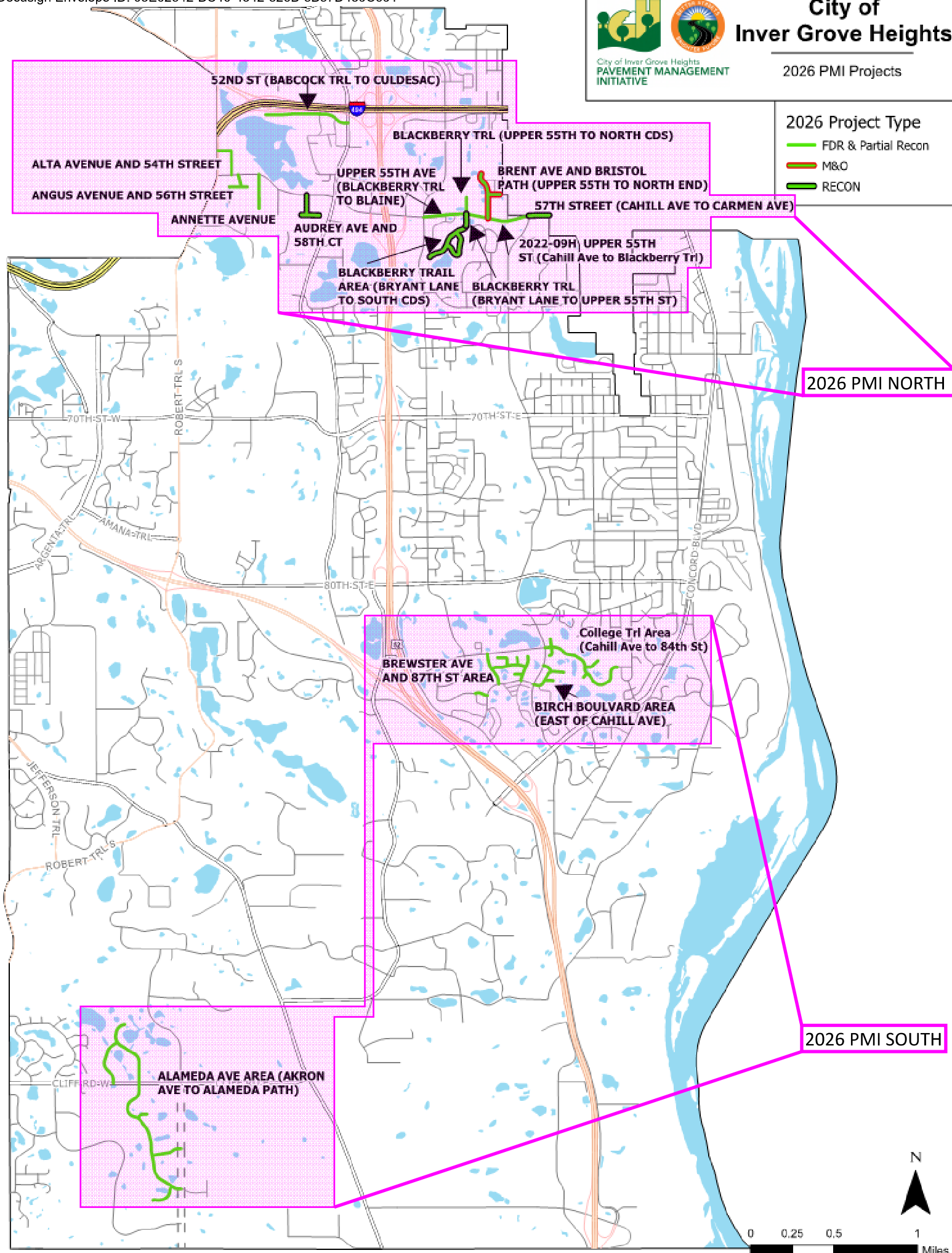
City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE

City of Inver Grove Heights

2026 PMI Projects

2026 Project Type

- FDR & Partial Recon
- M&O
- RECON





ATTACHMENT 1

July 29, 2024

Mr. Paul Merchlewicz
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: CITY OF INVER GROVE HEIGHTS – 2026 PMI SOUTH

Dear Mr. Merchlewicz:

Short Elliott Hendrickson, Inc. (SEH) is pleased to submit this proposal to provide professional services for a feasibility study, including geotechnical exploration, surveying, preliminary roadway, and hydraulic and stormwater design for the City of Inver Grove Heights 2026 PMI South project area, as listed below and in the RFP received July 8, 2024.

PROJECT UNDERSTANDING

The City of Inver Grove Heights desires to rehab approximately 4.3 miles of City streets that are listed below along with the expected improvements as part of the City's 2026 Pavement Management Initiative.

Brewster Ave & 87th St Area, College Trl Area, Birch Blvd Area,
and Alameda Ave Area.....Partial Recon/FDR

FEE PROPOSAL

Exhibit A provides the detailed fee proposal for the project and is also summarized below.

Tasks	Estimated Cost
1. Project Management & Meetings	\$ 27,134
2. Project Understanding	\$2,503
3. Feasibility Analysis and Report	\$47,703
4. Preliminary Hydraulic and Stormwater design	\$21,998
5. Roadway Analysis	\$7,611
6. Utility Coordination	\$3,642
7. Right of Way, Easement, and Permitting Evaluation	\$3,541
8. Project Surveying	\$4,997
9. Geotechnical Investigation and Analysis	\$14,430
Reimbursable Expenses	\$13,021
Total	\$146,580

We are proposing Nina Bonanno serve as Project Manager for this project and Jen Desrude serve as Deputy Project Manager. We look forward to working with the City to complete this upcoming project. Please contact me directly at 612.270.3882 should you questions or requests for additional information.

Sincerely,


Dustin Cesafsky
Client Service Manager


Nina Bonanno, PE (Lic. MN, ND)
Project Manager

X:\FJ\INVER\COMMON\Proposals\2026 PMI\179995 - PMI South\Letter of Proposal - 2026 PMI South Feasibility.docx

Project: 2026 PMI South
Client: City of Inver Grove Heights, MN

Prepared by: Nina Bonanno
Reviewed By: Jen Desrude

Prepared Date: 7/26/2024
Reviewed Date: 7/29/2024

July 29, 2024



Billing Title		CSM	DPM	PM	Tech	PE	Grad Eng	PE	Survey Crew Chief	Accounting Rep	Admin Tech	Expenses	Total
TASK 1 - Project Management													
1.1	Project Coordination and Administration												
	Develop and execute City agreement	1								1			2
	Create project in accounting system			1									2
	Invoice Management (August 2024 - April 2025)			10						10			20
	Develop QA/QC and PM Plan	1		2									3
	QA/QC Review	16	4	8									28
	Project Correspondence (Email updates and phone calls)	1	4	16									21
TASK 1 Fee Summary		\$3,528.22	\$7,321.02	\$12,687.96		\$1,182.89	\$770.84	\$213.70		\$1,402.51	\$127.23	\$203.88	\$27,338.24
TASK 2 - Project Understanding													
2.1	Field Review												
	Site visit with City of project area			8	8								16
	Prepare and distribute minutes from site visit			2									2
	Task 2 Hours Summary			10	8							N/A	18
	Task 2 Fee Summary			\$1,634.80	\$867.78							\$40.20	\$2,542.78
TASK 3 - Feasibility Analysis and Report													
3.1	Data Collection and Base Files												
	Gather/review record drawings			2	4								6
	Coordination with local project stakeholders		2	16		2	4						24
	Prepare for Open House Meeting (1)		1	2	6								9
	Prepare location maps			2	8								10
	Subtotal Hours		3	22	18	2	4					N/A	49
	Subtotal Fees		\$813.45	\$3,596.56	\$1,952.51	\$473.15	\$616.67						\$7,452.34

Billing Title		CSM	DPM	PM	Tech	PE	Grad Eng	PE	Survey Crew Chief	Accounting Rep	Admin Tech	Expenses	Total
3.2	Preliminary Design												
	Prepare Typical Sections			1	6								7
	Prepare Proposed Improvement Layouts			8	80								88
	Review alternative rehabilitation options with City (up to 2 per street segment)												
	Prepare preliminary cost estimate	1	8	8	24								33
	Prepare final feasibility cost estimate	1	8	8	30	2	4						45
	Prepare final feasibility cost estimate	1	4	4	16								21
	Prepare Draft Feasibility Assessment Roll	4	16	12	12						1		33
	Prepare Final Feasibility Assessment Roll	4	12								1		17
	Prepare Draft Feasibility Report	2	24	8	8						2		36
	Prepare Final Feasibility Report	1	12	4	4						1		18
	Task 3 Hours Summary		17	115	198	4	8				5	N/A	347
	Task 3 Fee Summary		\$4,609.53	\$18,800.20	\$21,477.65	\$946.31	\$1,233.34				\$636.17		\$47,703.20
TASK 4 - Preliminary Hydraulic Design and Stormwater Design													
4.1	Preliminary Analysis												
	Review historic and field collected documentation					2	12						14
	Prepare existing and proposed hydrologic and hydraulic models					4	30						34
	Preliminary Stormwater Management Report					2	16						18
4.2	Preliminary Stormwater System Analysis												
	Compile available WR related information					2	8						10
	Prepare drainage map overview					2	16						18
4.3	Preliminary Stormwater System Design												
	Develop preliminary existing and proposed hydrologic and hydraulic models					4	16						20
	Develop preliminary stormwater system design					2	8						10
4.4	Permitting												
	Prepare stormwater related permits					2	6						8
	Task 4 Hours Summary					20	112					N/A	132
	Task 4 Fee Summary					\$4,732	\$17,267						\$21,998.24

Billing Title		CSM	DPM	PM	Tech	PE	Grad Eng	PE	Survey Crew Chief	Accounting Rep	Admin Tech	Expenses	Total
TASK 5 - Roadway Analysis													
5.1	Preliminary Analysis												
	Perform roadway width analysis			8	24								32
	Create cost benefit analysis		4	16									20
	Task 5 Hours Summary		4	24	24							N/A	52
	Task 5 Fee Summary		\$1,084.60	\$3,923.52	\$2,603.35								\$7,611.47
TASK 6 - Utility Coordination													
6.1	Data Collection												
	Obtain private utility maps			2	4								6
	Include utility maps in base files			2	8								10
	Utility Coordination Meeting		1	6	4								11
	Task 6 Hours Summary		1	10	16							N/A	27
	Task 6 Fee Summary		\$271.15	\$1,634.80	\$1,735.57								\$3,641.52
TASK 7 - Right of Way, Easement, and Permitting Evaluation													
7.1	Preliminary Review												
	Review preliminary design to determine appropriate ROW needs		1	8									9
	Confirm Dakota County SWCD jurisdictional requirements			4									4
	Confirm Dakota County Permit application			4									4
	MNPCA coordination			4									4
	Task 7 Hours Summary		1	20								N/A	21
	Task 7 Fee Summary		\$271.15	\$3,269.60									\$3,540.75
TASK 8 - Project Surveying													
8.1	Data Collection												
	Gopher State One Call				2						2		4
	Field topo of proposed project areas, monument search, set field control								32				32
	Task 8 Hours Summary				2				32		2	N/A	36
	Task 8 Fee Summary				\$216.95				\$4,525.98		\$254.47	\$478.40	\$5,475.80
TASK 9 - Geotechnical Investigation and Analysis													
9.1	Data Collection/Review												
	Prepare geotech scope				2								2
	Solicit drillers/sub coordination							2					2
	Site Visit/Stake Borings							4					4

Billing Title		CSM	DPM	PM	Tech	PE	Grad Eng	PE	Survey Crew Chief	Accounting Rep	Admin Tech	Expenses	Total
	Prepare Soil Boring Logs							6					6
	Assign Tests and Deliver Samples							4					4
9.1	Evaluation												
	Determine soil parameters							2					2
	Evaluate subgrade/soil corrections							4					4
	Evaluate trench material/backfill requirements							2					2
	Pavement Design							10					10
9.1	Geotechnical Report												
	Draft memo				2			14	2				18
	Final memo				1			5	1				7
9.1	Preliminary Plans												
	Assist with preliminary plans							8					8
	Assist with cost estimate							2					2
	Task 9 Hours Summary				5			63	3			N/A	71
	Task 9 Fee Summary				\$542.37			\$13,462.88	\$424.31			\$12,298.44	\$26,728.00
TASK 1 - Project Management													
	Task Hours Summary	20	27	77		5	5	1		11	1	N/A	147
	Task Fee Summary	\$3,528.22	\$7,321.02	\$12,587.96		\$1,182.89	\$770.84	\$213.70		\$1,402.51	\$127.23	\$203.88	\$27,338.24
TASK 2 - Project Understanding													
	Task Hours Summary			10	8							N/A	18
	Task Fee Summary			\$1,634.80	\$867.78							\$40.20	\$2,542.78
TASK 3 - Feasibility Analysis and Report													
	Task Hours Summary		17	115	198	4	8				5	N/A	347
	Task Fee Summary		\$4,609.53	\$18,800.20	\$21,477.65	\$946.31	\$1,233.34				\$636.17		\$47,703.20
TASK 4 - Preliminary Hydraulic Design and Stormwater Design													
	Task Hours Summary					20	112					N/A	132
	Task Fee Summary					\$4,731.54	\$17,266.70						\$21,998.24

Billing Title		CSM	DPM	PM	Tech	PE	Grad Eng	PE	Survey Crew Chief	Accounting Rep	Admin Tech	Expenses	Total
TASK 5 - Roadway Analysis													
	Task Hours Summary		4	24	24							N/A	52
	Task Fee Summary		\$1,084.60	\$3,923.52	\$2,603.35								\$7,611.47
TASK 6 - Utility Coordination													
	Task Hours Summary		1	10	16							N/A	27
	Task Fee Summary		\$271.15	\$1,634.80	\$1,735.57								\$3,641.52
TASK 7 - Right of Way, Easement, and Permitting Evaluation													
	Task Hours Summary		1	20								N/A	21
	Task Fee Summary		\$271.15	\$3,269.60									\$3,540.75
TASK 8 - Project Surveying													
	Task Hours Summary				2				32		2	N/A	36
	Task Fee Summary				\$216.95				\$4,525.98		\$254.47	\$478.40	\$5,475.80
TASK 9 - Geotechnical Investigation and Analysis													
	Task Hours Summary				5			63	3			N/A	71
	Task Fee Summary				\$542.37			\$13,462.88	\$424.31			\$12,298.44	\$26,728.00
PROJECT SUMMARY													
	Project Hours Summary	20	50	256	253	29	125	64	35	11	8	N/A	851
	Project Fee Summary	\$3,528.22	\$13,557.45	\$41,850.88	\$27,443.67	\$6,860.73	\$19,270.88	\$13,676.58	\$4,950.30	\$1,402.51	\$1,017.86	\$13,020.92	\$146,579.99



Request for Council Action

SUBJECT: **Resolutions Accepting Bids, Awarding a Contract, and Approving Budgets for the Rock Island Swing Bridge Lighting Project (City Project No. 2024-19) and Amending the Contract with SEH for Additional Consulting Services.**

MEETING DATE: August 12, 2024

ITEM TYPE: Regular Business

CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions and approve the attached contract amendment:

1. Resolution accepting the bid and awarding a contract to Vinco, Inc. in the amount of \$488,005.31.
2. Resolution approving the budget for City Project No. 2024-19.
3. Approval of a contract amendment with SEH in the amount of \$8,430.

BACKGROUND

During the 2023 legislative session, the State of Minnesota allocated \$458,000 to Dakota County to enhance lighting and other amenities at the Rock Island Swing Bridge (RISB) and its surrounding trailhead area. The County has agreed to pass the grant money through to the City, as the owner of the bridge.

To adhere to the state's funding timeline, on December 11, 2023, the Council approved a contract with SEH for \$9,500 to develop preliminary concepts that would facilitate public input and aid in the formulation of an official work plan and budget required for the grant agreement. This expense was not eligible for reimbursement by the grant, as the contract occurred prior to a grant agreement with Dakota County. On April 8, 2024, the Council entered into a JPA with the County to access the \$458,000 in state funds for the lighting of the Rock Island Swing Bridge. On May 8, 2024, the Council authorized the preparation of plans and specifications for the project. Consequently, the final plans and specifications were prepared by City consultant, SEH.

Below is the rendering of what the Council approved for plans and specifications to be prepared. The features include:

- Interior color changing of the full-length bridge
- Exterior color changing floodlighting for the historic section only

Resolutions - Rock Island Swing Bridge Lighting Project - City Project No. 2024-19 & Amending the Contract with SEH

August 12, 2024

Parks & Recreation Director, Adam Lares



CITY OF
INVER GROVE
HEIGHTS

Parks & Recreation

www.ighmn.gov

Request

1. Adopt Resolution accepting the bid and awarding a contract to Vinco, Inc. in the amount of \$488,005.31.
2. Adopt Resolution approving the budget for City Project No. 2024-19.
3. Approval of a contract amendment with SEH in the amount of \$8,430.

Background

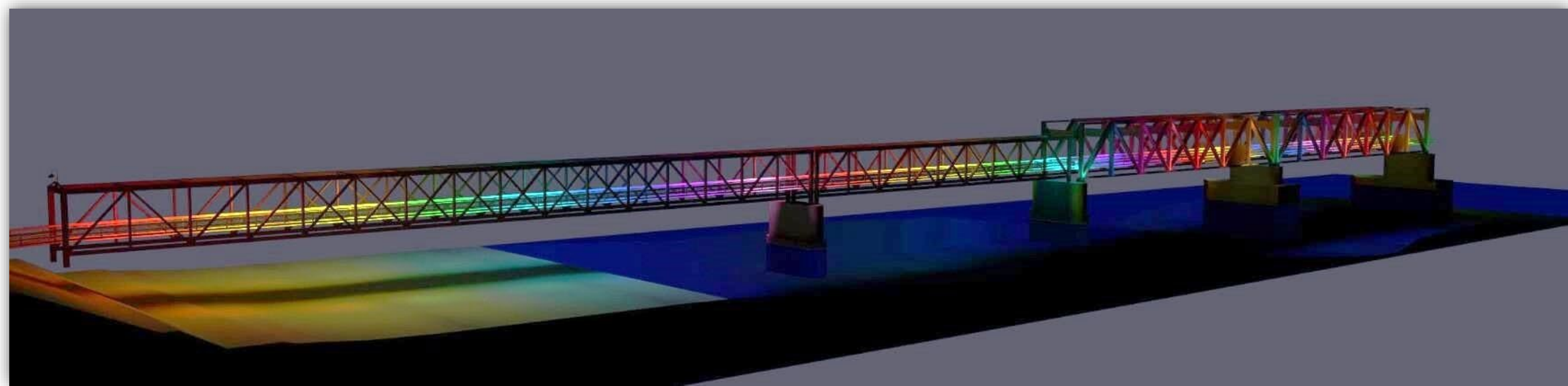
- State of Minnesota allocated \$458,000 to Dakota County to enhance lighting and other amenities at the Rock Island Swing Bridge (RISB)
- April 8, 2024, the Council entered into a JPA with the County to access the \$458,000 in state funds for the lighting of the Rock Island Swing Bridge.
- May 8, 2024, the Council authorized the preparation of plans and specifications for the project with SEH.

SEH Contract Amendment

During SEH's preparation of the final plans and specs, they encountered an issue with the project site related to contaminated soils. Resolving this issue, which was not included in the original scope of work, was necessary to complete the plans and specifications for the bidding process.

Therefore, there is a need to amend the current contract with SEH by \$8,430 to fulfill the original scope of work through the end of the project. Staff recommends approval of the amended contract.

Selected Option



Features:

- Interior color changing of the *full-length* bridge
- Exterior color changing flood lighting *historic* section only

Demonstration – Exterior



Demonstration - Interior



www.ighmn.gov



Demonstration - Interior



Background

- June 24, 2024, meeting, the Council approved the final plans and specifications for the project and directed staff to advertise for bids.
- On July 17, 2024, a total of 3 bids were received.



Bid Results

Bidder	Amount
Vinco, Inc	\$467,348.05
Total Const. & Equipment, Inc	\$637,076.44
Egan Company	\$1,627,048.37

SEH consulting did provide a letter of support to accept the bid and award the contract to Vinco, Inc. They have indicated the bidder meets all experience and requirements to perform the project.

Bid Results – Alternates

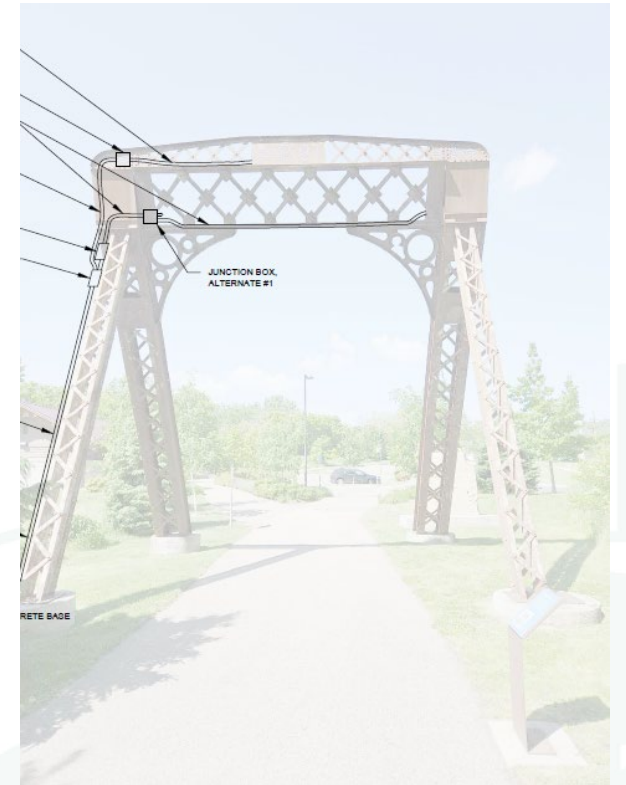
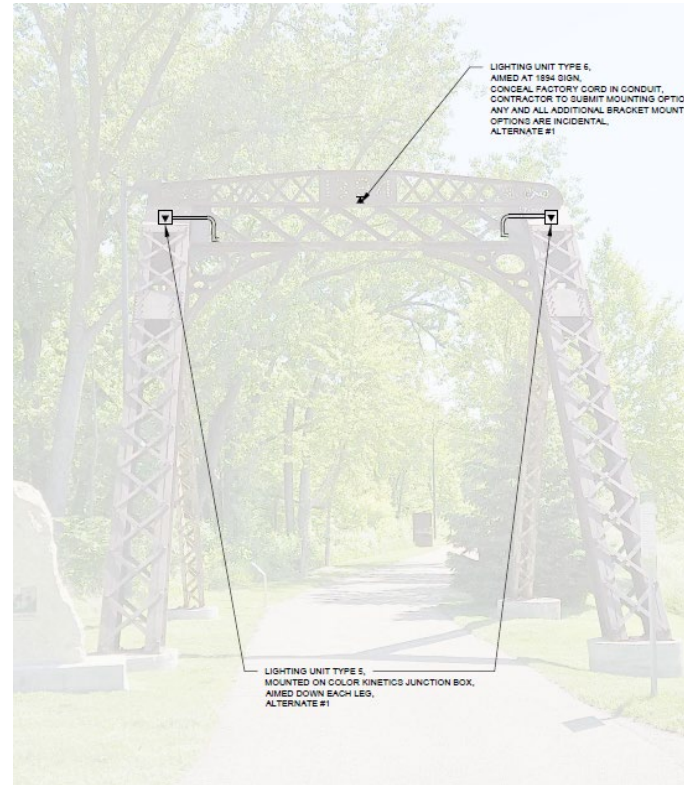
- Alternate 1: Cabinet A modifications, white and color-changing archway lighting
- Alternate 2: Color-changing pier lighting
- Alternate 3: Extended Material Warranty (10 years)
- Alternate 4: Extended Labor Warranty (5 years)

Vinco, Inc	Amount
Alternate #1 - White and color changing archway lighting	\$20,657.26
Alternate #2 - Color changing pier lighting	\$37,433.40
Alternate #3 - Extended Material Warranty (10 years)	\$23,298.00
Alternate #4 - Extended Labor Warranty (5 years)	\$21,800.00

*Staff is recommending Alternate #1 be included in the project scope and that the bids for Alternates #2, 3 and 4 be declined.

Alternate #1

This archway is part of the original historical bridge. The lighting improvements will highlight the archway with flood lighting and will have the same color-changing options as the bridge.



Project Cost

Item	Cost
Base Bid Construction Cost - Vinco, Inc	\$467,348.05
Alternate #1 - White and color changing archway lighting	\$20,657.26
Construction Contingency	\$10,000
Total	\$498,005.31

Available Grant Funding

After professional service contract with SEH, there is \$402,200 available for construction of the lighting project.

Bidder	Amount
State Grant Funding	\$458,000
SEH Professional Service Contract	-\$55,800
Total	\$402,200

Funding

If Vinco's base bid and alternate #1 are accepted, and a construction contract is awarded, funding for the project would come primarily from the remaining State Grant funding (\$402,200). Staff recommends using Park Capital Replacement Funds (Fund 401) to cover the difference of \$95,805.31.

After reviewing current allocations in Fund 401 for 2024 park needs and projects, there is projected to be a balance of **\$223,664** in this fund at the end of 2024, from which this is additional \$95,805.31 could be taken.

Item	Cost
State Grant Funding	\$402,200
Park Capital Replacement Fund	\$95,805.31
Total	\$498,005.31

Potential Overall Investment

The table below outlines the City's potential investment in the overall project

Item	Amount	Funding Source	Agency
Preliminary SEH Contract	\$9,500	Parks Operating Budget	City
Primary SEH Contract	\$55,800	State Grant Funding	State/County
Construction	\$402,200	State Grant Funding	State/County
Construction (continued)	\$95,805.31	Park Capital Replacement Fund (Fund 401)	City
Amended SEH Contract	\$8,430	Park Capital Replacement Fund (Fund 401)	City
Total	\$571,735.31		

If approved, the City's total investment in the estimated \$571,735.31 project cost is **\$113,735.31**, which represents approximately **19.89%** of the total project costs.

Construction Timeline

Date	Action
August 12, 2024	Council accept bid, award contract, approve budget
August 2024	Start project construction
May 2025	Substantial Construction Completed

Action Requested

1. Adopt Resolution accepting the bid and awarding a contract to Vinco, Inc. in the amount of \$488,005.31.
2. Adopt Resolution approving the budget for City Project No. 2024-19 in the amount of \$498,005.31.
3. Approval of a contract amendment with SEH in the amount of \$8,430.

Staff Recommendation

Adoption of both resolutions and approval of the amended contract with SEH for additional professional services.

Questions



CITY ADMINISTRATION
8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

CITY ADMINISTRATION
8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT
8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT
8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT
9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077

PARKS & RECREATION
8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT
8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT
8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

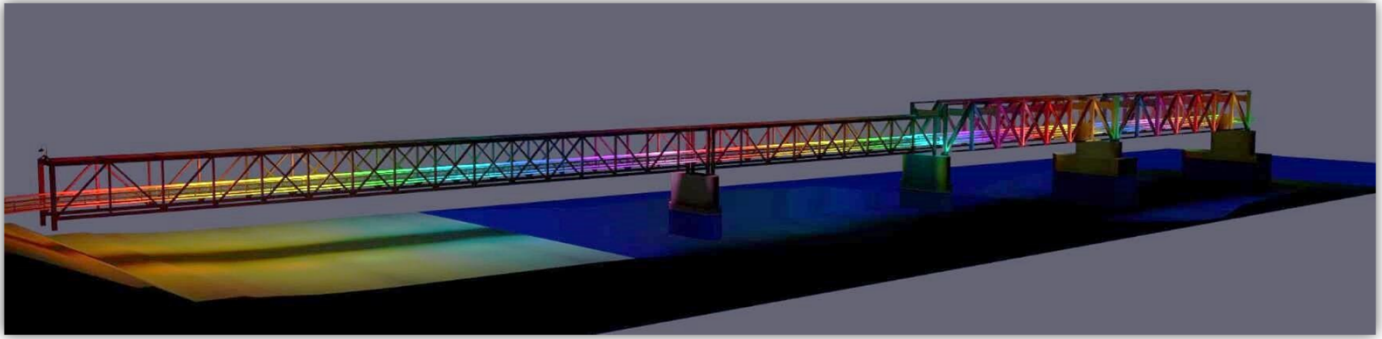
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At its June 24, 2024, meeting, the Council approved the final plans and specifications for the project and directed staff to advertise for bids. The engineer's construction cost estimate was \$416,786 for the base construction of lighting the bridge. From the \$458,000 in grant funds, the Council approved a contract with SEH in the amount of \$55,800 to provide comprehensive professional services, encompassing final design, bidding assistance, construction administration, and project management. This resulted in a balance of \$402,200 to fund construction of the project. The advertisement for bids was placed in the Pioneer Press, on the City's website, and online through QwestCDN.

The advertisement for bids opened on June 26, 2024, and closed on July 17, 2024. A total of three bids were received. The bids were checked for mathematical accuracy, and the lowest qualified bid was determined to be from Vinco, Inc., with a total bid of \$467,348.05 for the base bid. This is \$50,562.05 over the engineer's estimated cost and a total of \$65,148.05 over what is available from the state grant funding. SEH provided a letter of recommendation to award the contract to Vinco, Inc. (See attached letter).

Base Bid results:

Vinco, Inc	\$467,348.05
Total Const. & Equipment, Inc	\$637,076.44
Egan Company	\$1,627,048.37

Four alternatives were included in the bid.

- Alternate 1: Cabinet A modifications, white and color-changing archway lighting
- Alternate 2: Color-changing pier lighting
- Alternate 3: Extended Material Warranty (10 years)
- Alternate 4: Extended Labor Warranty (5 years)

Below are the alternate costs from Vinco, Inc:

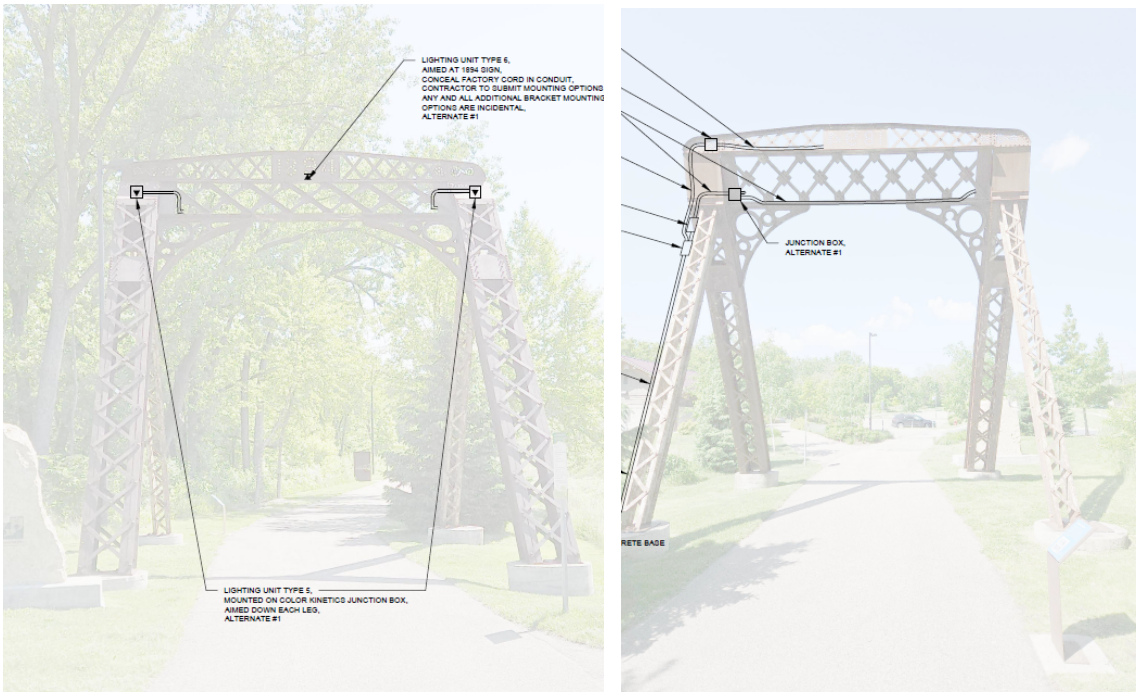
Alternate #1 - White and color changing archway lighting	\$20,657.26
Alternate #2 - Color changing pier lighting	\$37,433.40
Alternate #3 - Extended Material Warranty (10 years)	\$23,298.00

Alternate #4 - Extended Labor Warranty (5 years)	\$21,800.00
--	-------------

Staff is recommending Alternate #1 be included in the project scope and that the bids for Alternates #2, 3 and 4 be declined.

Alternate #1 (recommended for inclusion)

Below are the plans for lighting the archway of RISB Park, as indicated in alternate #1 in the table above. This archway is part of the original historical bridge. The lighting improvements will highlight the archway with flood lighting and will have the same color-changing options as the bridge.



The following is the estimated construction timeline:

Estimated Construction Timeline	
August 12, 2024	Accept Bid and Award Contract
August 2024	Construction Begins
May 2025	Substantial Construction Completed

SEH Contract Amendment

During SEH's preparation of the final plans and specifications, they encountered an issue with the project site related to contaminated soils. Resolving this issue, which was not included in the original scope of work, was necessary to complete the plans and specifications for the bidding process. Given the timeline set by the grant agreement, SEH advanced the work, impacting the remaining funds needed to complete the remaining professional services of final design, bidding assistance, construction administration, and project management for the remainder of the project.

Therefore, there is a need to amend the current contract with SEH by \$8,430 to fulfill the original scope of work through the end of the project. Staff recommends approval of the amended contract.

FISCAL IMPACT

If Vinco's base bid and alternate #1 are accepted, and a construction contract is awarded, funding for the project would come primarily from the remaining State Grant funding (\$402,200). Staff recommends using Park Capital Replacement Funds (Fund 401) to cover the difference of \$95,805.31.

After reviewing current allocations in Fund 401 for 2024 park needs and projects, there is projected to be a balance of \$223,664 in this fund at the end of 2024, from which this is additional \$95,805.31 could be taken.

Staff is requesting approval for the overall project budget, which includes a contract with Vinco, Inc. for the lighting improvements to the RISB and Archway Lighting (alternate #1), and a \$10,000 construction contingency.

Project No. 2024-19 Construction Cost Breakdown:

Item	Cost
Base Bid Construction Cost - Vinco, Inc	\$467,348.05
Alternate #1 - White and color changing archway lighting	\$20,657.26
Construction Contingency	\$10,000
Total	\$498,005.31

Construction Funding:

Funding Source	Amount
State Grant Funding	\$402,200
Park Capital Replacement Fund	\$95,805.31
Total	\$498,005.31

The table below outlines the City's potential investment in the overall project, highlighting the contributions from various funding sources and the overall financial commitment required to advance the project.

Item	Amount	Funding Source	Agency
Preliminary SEH Contract	\$9,500	Parks Operating Budget	City
Primary SEH Contract	\$55,800	State Grant Funding	State/County
Construction	\$402,200	State Grant Funding	State/County
Construction (continued)	\$95,805.31	Park Capital Replacement Fund (Fund 401)	City

Amended SEH Contract	\$8,430	Park Capital Replacement Fund (Fund 401)	City
Total	\$571,735.31		

If approved, the City's total investment in the estimated \$571,735.31 project cost is \$113,735.31, which represents approximately 19.89% of the total project costs.

RECOMMENDATION

Staff recommends adopting the attached Resolutions, to accept the bid and award a contract, including Alternate #1, to Vinco, Inc. in the amount of \$488,005.31 and approving budgets for City Projects No. 2024-19. Additionally, staff recommends approving the amended contract with SEH for additional professional services in the amount of \$8,430.

ATTACHMENTS

1. Resolution - Accepting Bids - Awarding Contract - Project No. 2024-19
2. Resolution - Approving Budget - Project No. 2024-19
3. Rock Island Swing Bridge Lighting Project_Amendment
4. Recommendation of Award Letter

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

RESOLUTION NO. 2024-162

**ACCEPTING BID AND AWARDING CONTRACT TO VINCO, INC. FOR CITY PROJECT NO. 2024-19-
ROCK ISLAND SWING BRIDGE LIGHTING IMPROVEMENTS**

WHEREAS, at its June 24, 2024, meeting, Council directed staff to advertise for bids for lighting improvements to the Rock Island Swing Bridge (RISB), which includes the enhancement of lighting for the RISB and its surrounding trailhead area; and

WHEREAS, on July 17, 2024, staff received and opened 3 bid proposals. The bids were checked for mathematical accuracy and the lowest bidder was Vinco, Inc., with a total bid of \$467,348.05 and alternate #1 bid of \$20,657.26; and

Bidder	Bid	Alternate #1
Vinco, Inc	\$467,348.05	\$20,657.26
Total Const. & Equipment, Inc	\$637,076.44	\$22,356.88
Egan Company	\$1,627,048.37	\$30,560.10

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

1. The Mayor and Clerk are hereby authorized and directed to enter a contract with Vinco, Inc. in the name of the City of Inver Grove Heights, for City Project No. 2024-19 according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City rejects all other bids except for Vinco, Inc.'s successful base bid and alternate #1.
3. Project funding for the City Project No. 2024-19 in the amount of \$488,005.31 shall be provided by State of Minnesota Grant Funding and the City's Park Capital Replacement Fund.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12 day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-163

**APPROVING BUDGET FOR CITY PROJECT NO. 2024 -19
ROCK ISLAND SWING BRIDGE LIGHTING IMPROVEMENTS**

WHEREAS, the City Council has considered City Project No. 2024-19 the for lighting improvements to the Rock Island Swing Bridge (RISB), which includes the enhancement of lighting for the RISB and its surrounding trailhead area; and

WHEREAS, finding the project to be necessary and beneficial to the city's park infrastructure, the City Council has ordered the projects and awarded a contract for project construction.

NOW THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council, that the following budget is hereby adopted for City Project No. 2024-19:

PROJECT COSTS -	Amount
Construction Base Bid	\$467,348.05
Alternate #1 - White and color changing archway lighting	\$ 20,657.26
Construction Contingency	\$10,000
Total	\$498,005.31

FUNDING SOURCE	Amount
State Grant Funding	\$402,200
Park Capital Replacement Fund	\$95,805.31
TOTAL	\$498,005.31

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

Approved by the City Council of the City of Inver Grove Heights, Minnesota on this 12 day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Building a Better World
for All of Us®

August 6, 2024

RE: Electrical Engineering Services for
Rock Island Swing Bridge Lighting
SEH No. INVER 178504

Adam Lares
Parks and Recreation Director
City of Inver Grove Heights
8055 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Mr. Lares:

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit this amendment to our professional services agreement for the Rock Island Swing Bridge Lighting Project to cover the additional services added to the project related to contaminated soil that were not included in the original scope of services for the final design/plan preparation for the project.

The additional services included the investigation of contaminated soil on the project site. SEH worked with Braun Intertec to acquire soil testing documents from a previous project. An SEH scientist then reviewed the documents and developed an abatement plan. Plans, Specifications, and Estimate were modified to accommodate the additional work.

We estimate the additional effort for the above tasks at **\$8,430**

SEH appreciates the opportunity to continue to serve the City of Inver Grove Heights. We look forward to working with the City to complete this project. Please contact me directly at 612.805.6871 or jkruse@sehinc.com should you have questions or requests for additional information.

If this proposal is acceptable to the City please sign below and return.

Sincerely,

JON KRUSE
Project Manager

\\sehinc.com\panzura\pzprojects\FJ\INVER\178504\1-gen\10-setup-conf\02-contract\Rock Island Swing Bridge Lighting Project_Amendment.docx

APPROVED THIS ____ DAY OF _____, 2024

CITY OF INVER GROVE HEIGHTS, MN

By: _____

Title: Brenda Dietrich, Mator _____

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



Building a Better World
for All of Us®

July 18, 2024

Re: Inver Grove Heights, Minnesota
Rock Isle Swing Bridge Lighting
City Project No. 2024-19
SEH No. INVER 178504

Honorable Mayor and City Council
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

On 9:00 a.m., Monday, July 17, 2024, three bids were received for the referenced project. A summary is shown below in order of Base Bid and Alternates.

Contractor	Total Base Bid	Total Alternate #1	Total Alternate #2	Total Alternate #3	Total Alternate #4
1 Vinco, Inc.	\$467,348.05	\$20,657.26	\$37,433.40	\$23,298.00	\$21,800.00
2 Total Const. & Equipment, Inc.	\$637,076.44	\$22,356.88	\$57,169.06	\$22,000.00	\$200,000.00
3 Egan Company	\$1,627,048.37	\$30,560.10	\$20,568.30	\$25,000.00	\$50,000.00
Engineer's Estimate	\$417,216.35	\$16,796.70	\$32,107.10	\$17,000.00	\$20,000.00

Based on the Base Bid, the low bid received was submitted by Vinco, Inc., of Forest Lake, MN in the amount of \$467,348.05.

In reliance on our experience with Vinco Inc. and/or materials and information provided by the contractor, we have determined that according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

Alternate 1 is cabinet A modifications, white and color changing archway lighting. Alternate 2 is color changing pier lighting. Alternate 3 is for Extended Material Warranty (10 years) and Alternate 4 is for Extended Labor Warranty (5 years). Council can award any or all alternatives with the base bid depending on staff direction.

Should the Council decide to move ahead with the project, we recommend the project be awarded to Vinco, Inc. with a base bid in the amount of \$467,348.05 along with any of the Alternates that could total \$570,536.71.

Please call if you have any questions.

Sincerely,

Jon E. Kruse
Project Design Lead

ah

x:\fj\inver\178504\6-bid-const\ bidding documents\ bids received\ recommendation of award letter.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



Request for Council Action

SUBJECT: **Ordinance Amending Various Provisions of Title 10, Zoning Regulations Related to Multi-Family Residential Development**

MEETING DATE: August 12, 2024
ITEM TYPE: Regular Business
CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to adopt the attached Ordinance amending the City Code as it relates to multiple family residential developments and parking standards, and to adopt the attached Summary Publication Resolution for the ordinance.

BACKGROUND

Staff originally presented the proposed ordinance at the July 8 council meeting. The proposed changes focus on the following: 1) combining sections for ease and clarity, 2) updating some definitions, 3) making densities allowed by zoning category consistent with the 2040 Comprehensive Plan, 4) changing multi-family housing from a conditional use to a permitted use in certain zoning districts, 5) updating parking standards, and 6) allowing more flexibility for unit and density mix in the Northwest Area.

During the discussion at the July 8 meeting, the Council was concerned the proposed ordinance did not have a maximum unit count for buildings in the R-3B district. Council tabled the item and asked staff to research and recommend a maximum number of units per building for the R-3B district.

Staff researched 10 other cities to see how their codes addressed building size in a medium density multiple family category. Most cities establish maximum densities by regulating through minimum lot size per dwelling unit. The Inver Grove Heights code uses this same provision. Those cities that regulated maximum units per building for medium density ranged from 3 to 16 units per building. Minnetonka and Maple Grove, for example, set building size maximum at 12 units. Staff recommends establishing a building maximum of 12 units for the R-3B district. This would allow more flexibility in building unit design than what currently exists, yet minimizes the bulk size of a building in that district, providing design flexibility to meet comp plan density standards and maintaining a lesser building size for medium density projects.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the attached ordinance.

ATTACHMENTS

1. Lined 2nd Reading Revised IGH Multifamily Zoning Ordinance Amendments
2. 2nd Reading Revised IGH Multifamily Zoning Ord Amendment
3. Summary Publication Resolution
4. Background Ordinance Research

1 CITY OF INVER GROVE HEIGHTS

2 DAKOTA COUNTY, MINNESOTA

3 ORDINANCE NO. _____

4 AN ORDINANCE AMENDING VARIOUS PROVISIONS OF INVER GROVE HEIGHTS
5 CITY CODE TITLE 10, ZONING REGULATIONS

6
7 THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
8 FOLLOWS:

9
10 **Section 1. AMENDMENT.** Inver Grove Heights City Code Title 10 Zoning
11 Regulations, Chapter 2, Section 10-2-2, DEFINITIONS is hereby amended as follows.
12 The deleted language is shown with ~~striketrough~~ and the new language is shown
13 underlined:

14 DWELLING/DWELLING UNIT:

- 15 A. ~~A building, or one or more portions thereof, occupied or intended to be occupied~~
16 ~~exclusively for residential purposes, which includes a bathroom and complete~~
17 ~~toilet facilities, which are arranged, designed or used as living quarters for one~~
18 ~~family or household, but not including rooms in motels, hotels, nursing homes,~~
19 ~~boarding houses, nor trailers, tents, cabins, trailer coaches, recreational vehicles,~~
20 ~~or any type of lodging rooms.~~ A residential building or portion thereof intended for
21 occupancy by one family but not including hotels, motels, or the like. A single-
22 family ~~one-family~~ detached dwelling shall include a manufactured home, as
23 defined in this section, provided the manufactured home has received HUD
24 certification and meets the construction and safety standards promulgated by the
25 United States Department of Housing and Urban Development (HUD) in effect at
26 the time application is made for a building permit. All single-family ~~one-family~~,
27 detached dwellings, including manufactured homes that meet the definition of
28 dwelling, shall comply with the following:
- 29 1. A permanent, full perimeter foundation system that complies with the
 - 30 Minnesota state building code.
 - 31 2. Sheet metal siding is not permitted.
 - 32 3. Siding shall be at least six inches (6") above finished grade.
 - 33 4. A minimum width of twenty-four feet (24').
 - 34 5. A minimum of one thousand (1,000) square feet of usable floor area for
 - 35 human habitation, excluding garage space.
- 36 B. Subsection A2 of this definition shall not apply to approved earth sheltered homes.
37 Dwellings other than manufactured homes shall comply with the Minnesota state
38 building code. Manufactured homes shall comply with the HUD standards in effect

at the time application is made for building permit and with the Minnesota state building code insofar as the foundation is concerned.

C. There are three (3) principal types of dwellings: two (2) principal types of "dwelling units", single-family and multiple-family. Multiple-family dwelling units are grouped into two-family, duplex, twin home, townhouse, condominium, cooperative and apartment groups.

1. Single-family detached: A freestanding residential building designed for or occupied by one family only.

2. Single-family attached: A residential building containing two dwelling units with at least one common wall.

a. Duplex: A residential building designed for occupancy by two families, located on one lot, with separate housekeeping and cooking facilities for each.

b. Twin Home: A residential building designed for occupancy by two families, with separate housekeeping and cooking facilities for each, with each unit located on a separate, single parcel of record, with the party wall separating the units acting as a dividing line.

3. Multiple-family: A residential building containing multiple dwelling units designed for occupancy by three or more families with separate housekeeping and cooking facilities for each family. Multiple-family dwellings include townhomes, which are defined as a residential building containing three or more horizontally attached dwelling units with at least one common wall, each unit so oriented as to have all exits open to the outside.

a. Apartment: A room or suite of rooms, available for rent which is occupied as a residence by a single family, or a group of individuals living together as a single-family unit.

b. Condominium: A form of individual ownership within a multi-family building with joint responsibility for maintenance and repairs of the land or other common property.

c. Cooperative: A multi-unit development operated for and owned by its occupants. Individual occupants do not own their specific housing unit outright as in a condominium, but they own shares in the enterprise.

Condominium: A form of individual ownership within a multi-family building with joint responsibility for maintenance and repairs of the common property. In a condominium, each apartment or townhouse is owned outright by its occupant, and each occupant also owns a share of the land and other common property.

Cooperative: A multi-unit development operated for and owned by its occupants. Individual occupants do not own their specific housing unit outright as in a condominium, but they own shares in the total enterprise.

Multiple Dwelling Unit Building/ Apartment: A residential building containing three (3) or more dwelling units, most commonly occupied by tenants in a rental arrangement, with common walls, and separate housekeeping and cooking facilities for each.

~~Single-Family Dwelling: A freestanding residence structure designed for or occupied by one family only. In addition to a single family occupying a single-family dwelling, supervised student housing may occupy the dwelling as an interim use subject to:~~

- ~~1. Up to eight (8) students, with the number determined by the formula in the interim use section of this code, under the general supervision of the single family occupying the dwelling, pursuant to a program sponsored by an organization, holding a tax status of 501(c)(3) that promotes education provided students are participating in an educational program located in Dakota County.~~

~~Townhouse: Three (3) or more horizontally attached townhouse dwelling units, separated by party walls, and shall not exceed eight (8) such townhouse dwelling units per structure.~~

~~Twin Home: A building designed exclusively for or occupied exclusively by no more than two (2) families living independently of each other, with each unit located on a separate, single parcel of record, with the party wall separating the units acting as a dividing line.~~

~~Two-Family Dwelling Or Duplex: A residence designed for or occupied by two (2) families only, with separate housekeeping and cooking facilities for each.~~

NURSING HOME:

~~A state licensed facility building or that part of a with facilities facility which provides nursing care to five or more persons. A nursing home does not include a facility or part of a facility that is a hospital, clinic, doctor's office, diagnostic or treatment center or a residential program licensed by the State of Minnesota. for the care of children, the aged, and infirm, or place of rest for those suffering bodily disorder. Said nursing home shall be licensed by the commissioner of health.~~

Section 2. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 9, Section 10-9C-1 is hereby repealed and replaced in its entirety as follows:

10-9C-1: R-3A MULTIPLE-FAMILY RESIDENTIAL DISTRICT:

A. Purpose: The R-3A multiple-family residential district is established in areas which are provided with full urban services for single family and multiple-family residential buildings containing no more than four dwelling units per building, with densities ranging from four (4) to eight (8) dwelling units per net acre.

B. Allowable Uses: See table in Section 10-6-1 of this title for a listing of allowable uses within the R-3A multiple-family residential district.

C. Site Plan Review: All development within the R-3A multiple-family residential district shall comply with Title 10, Chapter 15, Article J, Site Plan Review.

D. Minimum Standards: The following standards apply in the R-3A multiple-family residential district and are the minimum requirements unless otherwise noted:

1. Bulk Standards:

Lot area	5,445 square feet per dwelling unit
Lot width	100 feet
Height (maximum)	35 feet or by CUP
Building coverage (maximum)	20 percent
Impervious surface (maximum)	40 percent

2. Minimum Setbacks:

	Principal Structure	Accessory Buildings
Front yard setback, except if adjacent to a principal arterial, minor arterial, or collector road as noted below. (If site abuts more than one public street, each public side street shall be treated as frontage)	30 feet	30 feet
Side yard setback	20 feet	15 feet
Rear yard setback	30 feet	15 feet
Any yard setback along a principal arterial	50 feet	50 feet
Any yard setback along a minor arterial or collector street	40 feet	30 feet
Any yard setback along a private road easement	20 feet	15 feet

3. Minimum Distance Between Structures: In addition to the setback requirements of Section 10-9C-2 of this article, the following minimum distances shall be maintained between structures:
- A minimum of twenty feet (20') shall be maintained between the sidewalls of end units.
 - Where the rear of a structure faces the rear of an adjoining structure, the minimum distance between structures shall be sixty feet (60').

138 c. Where the rear of a structure faces the sidewall or front of an adjoining
139 structure, the minimum distance between structures shall be forty feet
140 (40').

141 E. Platted Additions: The following platting standards apply in the R-3A multiple-family
142 residential district:

- 143 1. Density: All developments shall be built in platted additions to the city having a
144 maximum density of eight (8) dwelling units per net acre.
145 2. Recreational Space: At least twenty percent (20%) of the open space shall be
146 reserved for playgrounds and/or recreational space.

147
148 F. Other Requirements:

- 149
150 1. The developer of each multiple-family development shall be responsible for
151 grading and planting open space areas disturbed during the development
152 process and for building the playground and/or recreational space required in
153 E2.
154 2. All internal private roadways shall be a minimum width of twenty-eight feet (28'),
155 as measured from the back of curb to the back of curb, with parking allowed on
156 one side only; or twenty-four feet (24'), as measured from the back of curb to the
157 back of curb, with no parking allowed.
158 3. All parking and driving surfaces shall be surfaced with concrete or asphalt and
159 shall be defined by continuous concrete perimeter curbing.
160 4. Sidewalks shall be provided from parking areas, loading zones, and recreation
161 areas to the entrances of the buildings.
162 5. Garages and other accessory structures shall be architecturally compatible in
163 construction and appearance with the main building.
164 6. Any dumpster, garbage or waste container shall comply with Section 10-15-9.
165 7. All exterior vertical surfaces of a residential principal structure or residential
166 accessory structure shall comply with Section 10-15-17.

167 **Section 3. AMENDMENT.** Inver Grove Heights City Code Title 10 Zoning
168 Regulations, Chapter 9C, Section 2, is hereby repealed and replaced in its entirety as
169 follows:

170 10-9C-2: R-3B MULTIPLE-FAMILY RESIDENTIAL DISTRICT:

171 A. Purpose: The R-3B multiple-family residential district is established in areas which
172 are provided with full urban services for multiple-family residential developments with
173 densities of eight (8) to twelve (12) dwelling units per net acre in buildings containing
174 no more than twelve (12) dwelling units per building.

175 B. Allowable Uses: See table in Section 10-6-1 of this title for a listing of allowable uses
176 within the R-3B multiple-family residential district.

C. Site Plan Review: All development within the R-3B multiple-family residential district shall comply with Title 10, Chapter 15, Article J, Site Plan Review.

D. Minimum Standards: The following standards apply in the R-3B multiple-family residential district and are the minimum requirements unless otherwise noted:

1. Bulk Standards:

Lot area	3,630 square feet per dwelling unit
Lot width	100 feet
Height (maximum)	35 feet or by CUP
Building coverage (maximum)	20 percent
Impervious surface (maximum)	40 percent

2. Minimum Setbacks:

	Principal Structure	Accessory Buildings
Front yard setback, except if adjacent to a principal arterial, minor arterial, or collector road as noted below. (If site abuts more than one public street, each public side street shall be treated as frontage)	30 feet	30 feet
Side yard setback	20 feet	15 feet
Rear yard setback	30 feet	15 feet
Any yard setback along a principal arterial	50 feet	50 feet
Any yard setback along a minor arterial or collector street	40 feet	30 feet
Any yard setback along a private road easement	20 feet	15 feet

- 189 3. Minimum Distance Between Structures: In addition to the setback requirements
190 of Section 10-9C-2 of this article, the following minimum distances shall be
191 maintained between structures:
192 a. A minimum of twenty feet (20') shall be maintained between the sidewalls
193 of end units.
194 b. Where the rear of a structure faces the rear of an adjoining structure, the
195 minimum distance between structures shall be sixty feet (60').
196 c. Where the rear of a structure faces the sidewall or front of an adjoining
197 structure, the minimum distance between structures shall be forty feet
198 (40').

199 E. Platted Additions: The following platting standards apply in the R-3B multiple-family
200 residential district:

- 201 1. Density: All developments shall be built in platted additions to the city having a
202 maximum density of twelve (12) dwelling units per net acre.
203 2. Recreational Space: At least twenty percent (20%) of the open space shall be
204 reserved for playgrounds and/or recreational space.

205 F. Other Requirements:

- 206
207 1. The developer of each multiple-family development shall be responsible for
208 grading and planting open space areas disturbed during the development
209 process and for building the playground and/or recreational space required in
210 E2.
211 2. All internal private roadways shall be a minimum width of twenty-eight feet (28'),
212 as measured from the back of curb to the back of curb, with parking allowed on
213 one side only; or twenty-four feet (24'), as measured from the back of curb to the
214 back of curb, with no parking allowed.
215 3. All parking and driving surfaces shall be surfaced with concrete or asphalt and
216 shall be defined by continuous concrete perimeter curbing.
217 4. Sidewalks shall be provided from parking areas, loading zones, and recreation
218 areas to the entrances of the buildings.
219 5. Garages and other accessory structures shall be architecturally compatible in
220 construction and appearance with the main building.
221 6. Any dumpster, garbage or waste container shall comply with Section 10-15-9.
222 7. All exterior vertical surfaces of a residential principal structure or residential
223 accessory structure shall comply with Section 10-15-17.

224 **Section 4. AMENDMENT.** Inver Grove Heights City Code Title 10 Zoning
225 Regulations, Chapter 9C, Section 10-9C-3 is hereby repealed and replaced in its
226 entirety as follows:

227 10-9C-3: R-3C MULTIPLE-FAMILY RESIDENTIAL DISTRICT:

A. Purpose: The R-3C multiple-family residential district is established in areas which are provided with full urban services for multiple-family residential developments with densities of twelve (12) to thirty-five (35) dwelling units per net acre.

B. Allowable Uses: See table in Section 10-6-1 of this title for a listing of allowable uses within the R-3C multiple-family residential district.

C. Site Plan Review: All development within the R-3 multiple-family residential district must comply with Title 10, Chapter 15, Article J, Site Plan Review.

D. Minimum Standards: The following standards apply in the R-3C multiple-family residential district and are the minimum requirements unless otherwise noted:

1. Bulk Standards:

Lot area	1 acre minimum
Lot width	100 feet
Height (maximum)	35 feet or higher by CUP
Building coverage (maximum)	20 percent
Impervious surface (maximum)	40 percent

3. Minimum Setbacks:

	Principal Structure	Accessory Buildings
Front yard setback, except if adjacent to a principal arterial, minor arterial, or collector road as noted below. (if site abuts more than one public street, each public side street shall be treated as frontage)	30 feet	30 feet
Side yard setback	20 feet	15 feet
Rear yard setback	30 feet	15 feet
Any yard setback along a principal arterial.	50 feet	50 feet
Any yard setback along a minor arterial or collector street.	40 feet	30 feet
Any yard setback along a private road easement	20 feet	15 feet

3. Minimum Distance Between Structures: In addition to the setback requirements of Section 10-9C-2 of this article, the following minimum distances shall be maintained between structures:
 - a. A minimum of thirty feet (30') shall be maintained between the sidewalls of end units.
 - b. Where the rear of a structure faces the rear of an adjoining structure, the minimum distance between buildings shall be sixty feet (60').
 - c. Where the rear of a structure faces the sidewall or front of an adjoining structure, the minimum distance between buildings shall be forty feet (40').

E. Platted Additions: The following platting standards apply in the R-3C multiple-family residential district:

1. Density: All developments shall be built in platted additions to the city having a maximum density of thirty-five (35) units per acre.
2. Recreational Space: At least twenty percent (20%) of the open space shall be reserved for playgrounds and/or recreational space.

F. Other Requirements:

1. The developer of each multiple-family development shall be responsible for grading and planting open space areas disturbed during the development process and for building the playground and/or recreational space required in E2.
2. All internal private roadways shall be a minimum width of twenty-eight feet (28'), as measured from the back of curb to the back of curb, with parking allowed on one side only; or twenty-four feet (24'), as measured from the back of curb to the back of curb, with no parking allowed.
3. All parking and driving surfaces shall be surfaced with concrete or asphalt and shall be defined by continuous concrete perimeter curbing.
4. Sidewalks shall be provided from parking areas, loading zones, and recreation areas to the entrances of the buildings.
5. Garages and other accessory structures shall be architecturally compatible in construction and appearance with the main building.
6. Any dumpster, garbage or waste container shall comply with Section 10-15-9.
7. All exterior vertical surfaces of a multiple residential structure and accessory structure shall comply with Section 10-15-17.

Section 5. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 15, Articles B and C are hereby amended as follows.

Articles B and C are deleted in their entirety and shall be listed in the code with the words "Intentionally Omitted."

Section 6. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 15, Article A, Section 3 is hereby amended as follows. The deleted language is shown with ~~striketrough~~ and the new language is shown underlined:

ARTICLE A. OFF STREET PARKING AND LOADING

10-15A-3: OFF STREET PARKING REGULATIONS:

B. Location: Required off-street parking in the E and R districts shall be on the same lot as the principal building. Required off street parking shall meet the following setback requirements:

1. Within all E and R districts, all vehicles and recreational vehicles normally owned or kept by the occupants on the premises must have a garage stall or open parking space on the same lot as the principal use served. Subject to the restrictions and prohibitions contained in this section, open parking spaces accessory to one- and two-family structures may be located anywhere on the lot containing the principal structure provided however, parking may not be located in a rear yard within five feet (5') of an interior side lot line or within eight feet (8') of rear lot line.

2. Within all R-1A, R-1B, R-1C and R-2 districts, parking of a vehicle and/or recreational vehicle on grass or unpaved areas in the front yard is prohibited.

a. For the purposes of this section only, front yard means the area located between:

(1) The curb or edge of street pavement and

(2) A line coincidental with the front line of the house or garage (whichever is farthest from the street) continued and extended to the side lot lines.

b. Within all R-1A, R-1B, R-1C and R-2 districts, parking of vehicles excluding recreational vehicles in the front yard is allowed only on a driveway, or parking pad that is directly contiguous to the driveway. A parking pad shall be constructed of bitumen, concrete or paving blocks and shall conform to maximum impervious surface standards. All parking spaces shall maintain a minimum five foot (5') side yard setback.

c. Subject to the restrictions and prohibitions contained in this subsection, within all R-1A, R-1B, R-1C and R-2 districts, parking of recreational vehicles in the front yard is allowed only on a driveway, or parking pad that is directly contiguous to the driveway and that is on the side of the recreational vehicle parking line that is farther from the front door of the house than the other side of the recreational vehicle parking line. No more than two (2) recreational vehicles shall be allowed in the front yard in the R-1C district. A parking pad shall be constructed of bitumen, concrete or paving blocks and shall conform to maximum impervious surface standards. All parking spaces shall maintain a minimum five foot (5') side yard setback.

d. The following exception shall apply:

(1) Parking of automobiles may be allowed on grass in the front yard only during the winter parking ban period from November 1 through March 30. (Ord. 1315, 5-23-2016, eff. 5-23-2016)

~~3. Within the B-1 district, parking spaces and/or garages shall be located in areas other than a required yard, except that parking may be located in a rear yard to within eight feet (8') of the rear lot line and in a side yard to within five feet (5') of an interior lot line.~~

~~4. Within the B-2, B-3 and B-4 and P districts, off street parking spaces shall not be less than ten feet (10') from a street right of way line nor less than five feet (5') from any interior side lot line or rear lot, except where a side lot line or rear lot line is abutting an E or R district, then off street parking shall be not less than ten feet (10') from said lot lines.~~

~~5. Within I-1 districts, off street parking spaces shall be not less than ten feet (10') from any street right of way line nor less than five feet (5') from any interior side lot line or rear lot line, except when a side or rear lot line is abutting~~

an R, E or P district, then off street parking shall be not less than ten feet (10') from said lot lines.

~~6. Within any I-2 district, off street parking spaces shall be not less than ten feet (10') from any street right of way nor less than five feet (5') from any interior side or rear yard; except where a front, side or rear yard is across the street from or abutting an E, R, or P district, no parking shall be less than twenty feet (20') from said lot lines. (Ord. 1098, 11-8-2004; amd. Ord. 1279, 6-9-2014, eff. 11-1-2014)~~

G. Design And Maintenance Requirements:

1. Parking Space And Aisle Size And Related Setbacks

b. Parking and related facilities shall have the following minimum setbacks:

*All measurements are in feet.

Front yard setback of parking to Right-of-Way or lot line	R-3 and MF-PUD districts	30 <u>10</u>
	B-1 districts	30
	B-2, B-3, B-4, MU-PUD, COMM-PUD, and P districts	10
	OP and OFFICE-PUD districts	30
	Industrial districts	10, 20 feet when opposite R, P or E districts or uses
Side and rear yard setback of parking to Right-of-Way or lot line	R-3 and MF-PUD districts	5 <u>10</u>
	B-1 districts	5 side, 8 rear

	B-2, B-3, B-4, MU-PUD, COMM-PUD, and P districts	5, 10 feet when abutting E or R uses or districts
	I-1 districts	5, 10 feet when abutting E, P or R uses or districts
	I-2 districts	5, 20 feet when abutting E, P or R uses or districts
Front lot line to drive lane(s) and parking area(s)	R-3 and MF-PUD districts	10
	B-1 districts	30
	B-2, B-3, B-4, MU-PUD, COMM-PUD, and P districts	10
	OP and OFFICE-PUD districts	30
	Industrial districts	10
Side and rear lot line to drive <u>lane(s) and parking area(s)</u> ^A	R-3 and MF-PUD districts	5 <u>10</u>
	B-1 districts	5 side, 8 rear

	B-2, B-3, B-4, MU-PUD, COMM-PUD, and P districts	5, 10 feet when abutting E or R uses or districts
	Industrial districts	5, 10 feet when abutting E or R uses or districts
Parking <u>lot</u> or drive aisle setback to principal structure	<u>Non-Residential</u> districts	5
	<u>R-3 and MF-PUD</u> districts	<u>10</u>

Note:

4A. Joint or combined parking facilities on separate lots, as authorized and when constructed adjacent to a common lot line separating 2 or more parking areas, are not required to observe the parking area setback from such common lot line.

J. Minimum Number Of Required Parking Spaces: The minimum number of required parking spaces for allowed uses in the city shall be as established in the following table. When a use is not specifically listed in the table, the required number of parking spaces shall be established by the most similar use listed in the table, as determined by the city. (Ord. 1098, 11-8-2004)

Principal Use or Structure Served	Required Number of Parking Spaces (Open or Enclosed)
Residential	
<u>Single-family detached or Single-Family attached</u> Single and two-family dwelling	2 spaces per dwelling unit

<u>Multiple Family Structure</u> Structure containing 3 or more dwelling units	<u>Two spaces per dwelling unit, one of which must be enclosed garage parking.</u> <u>A driveway leading to a garage for an individual townhome may be counted as a parking space, provided the driveway is at least nine feet by twenty feet (9'x20') in size.</u> <u>Guest parking shall be provided within the overall multiple-family development at one (1) stall per six (6) units and must be available for use by all multiple-family dwelling units.</u> For townhouse developments, enclosed garage spaces required to satisfy off-street parking requirements shall be attached to the unit.
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380 **Section 7. AMENDMENT.** Inver Grove Heights City Code Title 10 Zoning
381 Regulations, Chapter 6, Section 1 is hereby amended as follows. The deleted
382 language is shown with ~~strikethrough~~ and the new language is shown underlined:

383

Use	Zoning District												
	A	E-1	E-2	R-1A	R-1B	R-1C	R-2	R-3A	R-3B	R-3C	R-4	MF-PUD	MU-PUD
Multiple-family dwellings:													
<u>3 to 4 units Up to 4 units in a building; 4 to 8 units per net acre</u>									G <u>P</u>			G <u>P</u>	P
<u>3 to 7 units Up to 12 units in a</u>									G <u>P</u>			G <u>P</u>	P

<u>building; 8 to 12 units per net acre</u>													
7+ units <u>12 to 35 units per net acre</u>										<u>G</u> <u>P</u>		<u>G</u> <u>P</u>	P
<u>Single-Family Dwellings:</u>													
<u>Detached single-family dwellings, 1 per lot</u>	P	P	P	P	P	P	P	<u>P</u>					
<u>Attached Single-Family Dwellings:</u>													
Twin homes							P	P ⁴					
<u>Duplex Two-family dwellings</u>							P	P					
Off street parking ³¹													

384 Notes:

385 1. ~~Regulations found in chapter 15, article B of this title apply.~~

386 1. Off street parking regulated in chapter 15, Article A of this title

387 2. Size, type, location, number and other details are regulated in chapter 15, article
388 E of this title.

389 3. ~~Off street parking regulated in chapter 15, article A of this title.~~

390 **Section 8. AMENDMENT.** Inver Grove Heights City Code Title 10 Zoning Regulations,
391 Chapter 13, Article J, Section 5 is hereby amended as follows. The deleted
392 language is shown with ~~striketrough~~ and the new language is shown underlined:

393 **10-13J-5**

394

395 **F. Allowed Uses:**

396 1. Except those uses identified in subsection G of this section as interim uses, all
397 permitted, conditional, and accessory uses, as defined, regulated and

administered for the underlying zoning districts, shall ~~continue and remain in effect~~ be allowed within the northwest area overlay district. If a final PUD plan is approved by the city council, the underlying zoning for the subject property shall remain as zoned, but within the Northwest Area Overlay District, ~~be amended to be consistent with~~ according to the approved PUD plan, though the overlay district shall remain the northwest area overlay district. The permitted, conditional, and accessory uses shall then be those found in the amended underlying zoning district except that single family detached and single family attached uses are allowed uses in the R-3B and R-3C multiple family residential districts within the Northwest Area provided the overall development density for the PUD remains consistent with the densities allowed for the applicable land use categories identified in the City's comprehensive plan. PUD developments in the northwest area overlay district are allowed to have an increased mixture of housing types, provided that the provisions of this article are met. Table 13J-2 of this section identifies which uses are permitted and the maximum percentage of the total development units which can be of that housing type. The total number and location of housing units and housing types for a specific property shall be established by the city council at the time of final PUD plan approval for that specific property. The location and number of housing units approved on the final PUD development plan shall not be altered without approval of the city council.

Section 9. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 13, Article J, Section 5 is hereby amended as follows. Table 13J-1 is deleted in its entirety and replaced as follows:

TABLE 13J-1

DENSITY AND BULK STANDARDS

Residential	Minimum Density¹	Front Yard Setbacks (Minimum)₂	Front Yard Setbacks (Maximum)	Side Yard Minimum Structure Separation⁴	Impervious Surface Coverage Maximum³	Building Coverage Maximum	Building Height Maximum
R-1C	2 units/acre	20 feet	30 feet	20 feet	25 percent	None	35 feet

R-2	3 units/acre	20 feet	30 feet	20 feet	25 percent	None	35 feet
R-3A	4 units/acre	20 feet	30 feet	20 feet	35 percent	20 percent	35 feet
R-3B	8 units/acre	20 feet	30 feet	20 feet	55 percent	20 percent	56 feet
R-3C	12 units/acre	20 feet	30 feet	20 feet	65 percent	20 percent	70 feet
Non-Residential							
B-1, B-2, B-3, or B-4	0.25 FAR	10 feet	30 feet	20 feet	70 percent	25 percent	50 feet
Office PUD	0.25 FAR	30 feet	40 feet	20 feet	70 percent	30 percent	60 feet
Mixed Use	As defined through the final PUD plans approved by the Council						

Section 10. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 13, Article J, Section 5 is hereby amended as follows. The deleted language is shown with ~~strikethrough~~:

~~TABLE 13J-2~~

~~— MAXIMUM PERCENTAGE MIX OF USES BY DISTRICT~~

	Zoning District (Percentages Represent Maximums)
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Uses	R-1C	R-2	R-3A or R- 3B	R-3C	MU- PUD
Single-family <u>attached</u> dwellings	100 percent	100 percent	10 percent	10 percent	10 percent
Twin homes/two- family dwellings <u>duplexes</u>	30 percent	100 percent	30 percent	10 percent	15 percent
Multiple dwelling unit buildings (4 or fewer units)	10 percent <u>Allowed, but</u> <u>no more</u> <u>than 4</u> <u>units/building</u>	30 percent <u>Allowed, but</u> <u>no more</u> <u>than 4</u> <u>units/building</u>	100 percent	40 percent	100 percent
Multiple dwelling unit building (5+ units)	0 percent	0 percent	50 percent	100 percent	100 percent

Note: The percentages in the above table represent the total maximum percent of units allowed by unit type or use in each district. For example, in the R-1C district, up to 30 percent of the total units in the proposed PUD may be twin homes or two-family dwellings, or alternatively, the entire PUD could consist of all (100 percent) single-family housing.

2. Within the overlay district, multiple dwelling units, including townhouses, shall be a permitted use, provided they follow the performance standards as specified in chapter 15 of this title (specifically those in articles B and C), those specified in this article, the requirements of the underlying zoning districts, and the approved final PUD plans.

Section 11. 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

452

453

By: _____

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Brenda Dietrich, Mayor

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ATTEST:

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Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 1482

**AN ORDINANCE AMENDING VARIOUS PROVISIONS OF INVER GROVE HEIGHTS
CITY CODE TITLE 10, ZONING REGULATIONS**

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

Section 1. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 2, Section 10-2-2, DEFINITIONS is hereby amended as follows. The deleted language is shown with ~~striketrough~~ and the new language is shown underlined:

DWELLING/DWELLING UNIT:

- A. ~~A building, or one or more portions thereof, occupied or intended to be occupied exclusively for residential purposes, which includes a bathroom and complete toilet facilities, which are arranged, designed or used as living quarters for one family or household, but not including rooms in motels, hotels, nursing homes, boarding houses, nor trailers, tents, cabins, trailer coaches, recreational vehicles, or any type of lodging rooms.~~ A residential building or portion thereof intended for occupancy by one family but not including hotels, motels, or the like. A single-family ~~one-family~~ detached dwelling shall include a manufactured home, as defined in this section, provided the manufactured home has received HUD certification and meets the construction and safety standards promulgated by the United States Department of Housing and Urban Development (HUD) in effect at the time application is made for a building permit. All single-family ~~one-family~~, detached dwellings, including manufactured homes that meet the definition of dwelling, shall comply with the following:
1. A permanent, full perimeter foundation system that complies with the Minnesota state building code.
 2. Sheet metal siding is not permitted.
 3. Siding shall be at least six inches (6") above finished grade.
 4. A minimum width of twenty-four feet (24').
 5. A minimum of one thousand (1,000) square feet of usable floor area for human habitation, excluding garage space.
- B. Subsection A2 of this definition shall not apply to approved earth sheltered homes. Dwellings other than manufactured homes shall comply with the Minnesota state building code. Manufactured homes shall comply with the HUD standards in effect

at the time application is made for building permit and with the Minnesota state building code insofar as the foundation is concerned.

C. There are ~~three (3) principal types of dwellings: two (2) principal types of "dwelling units", single-family and multiple-family. Multiple-family dwelling units are grouped into two-family, duplex, twin home, townhouse, condominium, cooperative and apartment groups.~~

1. *Single-family detached:* A freestanding residential building designed for or occupied by one family only.
2. *Single-family attached:* A residential building containing two dwelling units with at least one common wall.
 - a. *Duplex:* A residential building designed for occupancy by two families, located on one lot, with separate housekeeping and cooking facilities for each.
 - b. *Twin Home:* A residential building designed for occupancy by two families, with separate housekeeping and cooking facilities for each, with each unit located on a separate, single parcel of record, with the party wall separating the units acting as a dividing line.
3. *Multiple-family:* A residential building containing multiple dwelling units designed for occupancy by three or more families with separate housekeeping and cooking facilities for each family. Multiple-family dwellings include townhomes, which are defined as a residential building containing three or more horizontally attached dwelling units with at least one common wall, each unit so oriented as to have all exits open to the outside.
 - a. *Apartment:* A room or suite of rooms, available for rent which is occupied as a residence by a single family, or a group of individuals living together as a single-family unit.
 - b. *Condominium:* A form of individual ownership within a multi-family building with joint responsibility for maintenance and repairs of the land or other common property.
 - c. *Cooperative:* A multi-unit development operated for and owned by its occupants. Individual occupants do not own their specific housing unit outright as in a condominium, but they own shares in the enterprise.

~~Condominium: A form of individual ownership within a multi-family building with joint responsibility for maintenance and repairs of the common property. In a condominium, each apartment or townhouse is owned outright by its occupant, and each occupant also owns a share of the land and other common property.~~

~~Cooperative: A multi-unit development operated for and owned by its occupants. Individual occupants do not own their specific housing unit outright as in a condominium, but they own shares in the total enterprise.~~

~~Multiple Dwelling Unit Building/ Apartment: A residential building containing three (3) or more dwelling units, most commonly occupied by tenants in a rental arrangement, with common walls, and separate housekeeping and cooking facilities for each.~~

~~Single-Family Dwelling: A freestanding residence structure designed for or occupied by one family only. In addition to a single family occupying a single-family dwelling, supervised student housing may occupy the dwelling as an interim use subject to:~~

- ~~1. Up to eight (8) students, with the number determined by the formula in the interim use section of this code, under the general supervision of the single family occupying the dwelling, pursuant to a program sponsored by an organization, holding a tax status of 501(c)(3) that promotes education provided students are participating in an educational program located in Dakota County.~~

~~Townhouse: Three (3) or more horizontally attached townhouse dwelling units, separated by party walls, and shall not exceed eight (8) such townhouse dwelling units per structure.~~

~~Twin Home: A building designed exclusively for or occupied exclusively by no more than two (2) families living independently of each other, with each unit located on a separate, single parcel of record, with the party wall separating the units acting as a dividing line.~~

~~Two-Family Dwelling Or Duplex: A residence designed for or occupied by two (2) families only, with separate housekeeping and cooking facilities for each.~~

NURSING HOME:

~~A state licensed facility building or that part of a with facilities facility which provides nursing care to five or more persons. A nursing home does not include a facility or part of a facility that is a hospital, clinic, doctor's office, diagnostic or treatment center or a residential program licensed by the State of Minnesota. for the care of children, the aged, and infirm, or place of rest for those suffering bodily disorder. Said nursing home shall be licensed by the commissioner of health.~~

Section 2. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 9, Section 10-9C-1 is hereby repealed and replaced in its entirety as follows:

10-9C-1: R-3A MULTIPLE-FAMILY RESIDENTIAL DISTRICT:

A. Purpose: The R-3A multiple-family residential district is established in areas which are provided with full urban services for single family and multiple-family residential buildings containing no more than four dwelling units per building, with densities ranging from four (4) to eight (8) dwelling units per net acre.

B. Allowable Uses: See table in Section 10-6-1 of this title for a listing of allowable uses within the R-3A multiple-family residential district.

C. Site Plan Review: All development within the R-3A multiple-family residential district shall comply with Title 10, Chapter 15, Article J, Site Plan Review.

D. Minimum Standards: The following standards apply in the R-3A multiple-family residential district and are the minimum requirements unless otherwise noted:

1. Bulk Standards:

Lot area	5,445 square feet per dwelling unit
Lot width	100 feet
Height (maximum)	35 feet or by CUP
Building coverage (maximum)	20 percent
Impervious surface (maximum)	40 percent

2. Minimum Setbacks:

	Principal Structure	Accessory Buildings
Front yard setback, except if adjacent to a principal arterial, minor arterial, or collector road as noted below. (If site abuts more than one public street, each public side street shall be treated as frontage)	30 feet	30 feet
Side yard setback	20 feet	15 feet
Rear yard setback	30 feet	15 feet
Any yard setback along a principal arterial	50 feet	50 feet
Any yard setback along a minor arterial or collector street	40 feet	30 feet
Any yard setback along a private road easement	20 feet	15 feet

3. Minimum Distance Between Structures: In addition to the setback requirements of Section 10-9C-2 of this article, the following minimum distances shall be maintained between structures:
- A minimum of twenty feet (20') shall be maintained between the sidewalls of end units.
 - Where the rear of a structure faces the rear of an adjoining structure, the minimum distance between structures shall be sixty feet (60').

- c. Where the rear of a structure faces the sidewall or front of an adjoining structure, the minimum distance between structures shall be forty feet (40').

E. Platted Additions: The following platting standards apply in the R-3A multiple-family residential district:

1. Density: All developments shall be built in platted additions to the city having a maximum density of eight (8) dwelling units per net acre.
2. Recreational Space: At least twenty percent (20%) of the open space shall be reserved for playgrounds and/or recreational space.

F. Other Requirements:

1. The developer of each multiple-family development shall be responsible for grading and planting open space areas disturbed during the development process and for building the playground and/or recreational space required in E2.
2. All internal private roadways shall be a minimum width of twenty-eight feet (28'), as measured from the back of curb to the back of curb, with parking allowed on one side only; or twenty-four feet (24'), as measured from the back of curb to the back of curb, with no parking allowed.
3. All parking and driving surfaces shall be surfaced with concrete or asphalt and shall be defined by continuous concrete perimeter curbing.
4. Sidewalks shall be provided from parking areas, loading zones, and recreation areas to the entrances of the buildings.
5. Garages and other accessory structures shall be architecturally compatible in construction and appearance with the main building.
6. Any dumpster, garbage or waste container shall comply with Section 10-15-9.
7. All exterior vertical surfaces of a residential principal structure or residential accessory structure shall comply with Section 10-15-17.

Section 3. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 9C, Section 2, is hereby repealed and replaced in its entirety as follows:

10-9C-2: R-3B MULTIPLE-FAMILY RESIDENTIAL DISTRICT:

A. Purpose: The R-3B multiple-family residential district is established in areas which are provided with full urban services for multiple-family residential developments with densities of eight (8) to twelve (12) dwelling units per net acre **in buildings containing no more than twelve (12) dwelling units per building.**

B. Allowable Uses: See table in Section 10-6-1 of this title for a listing of allowable uses within the R-3B multiple-family residential district.

C. Site Plan Review: All development within the R-3B multiple-family residential district shall comply with Title 10, Chapter 15, Article J, Site Plan Review.

D. Minimum Standards: The following standards apply in the R-3B multiple-family residential district and are the minimum requirements unless otherwise noted:

1. Bulk Standards:

Lot area	3,630 square feet per dwelling unit
Lot width	100 feet
Height (maximum)	35 feet or by CUP
Building coverage (maximum)	20 percent
Impervious surface (maximum)	40 percent

2. Minimum Setbacks:

	Principal Structure	Accessory Buildings
Front yard setback, except if adjacent to a principal arterial, minor arterial, or collector road as noted below. (If site abuts more than one public street, each public side street shall be treated as frontage)	30 feet	30 feet
Side yard setback	20 feet	15 feet
Rear yard setback	30 feet	15 feet
Any yard setback along a principal arterial	50 feet	50 feet
Any yard setback along a minor arterial or collector street	40 feet	30 feet
Any yard setback along a private road easement	20 feet	15 feet

3. Minimum Distance Between Structures: In addition to the setback requirements of Section 10-9C-2 of this article, the following minimum distances shall be maintained between structures:
 - a. A minimum of twenty feet (20') shall be maintained between the sidewalls of end units.
 - b. Where the rear of a structure faces the rear of an adjoining structure, the minimum distance between structures shall be sixty feet (60').
 - c. Where the rear of a structure faces the sidewall or front of an adjoining structure, the minimum distance between structures shall be forty feet (40').

E. Platted Additions: The following platting standards apply in the R-3B multiple-family residential district:

1. Density: All developments shall be built in platted additions to the city having a maximum density of twelve (12) dwelling units per net acre.
2. Recreational Space: At least twenty percent (20%) of the open space shall be reserved for playgrounds and/or recreational space.

F. Other Requirements:

1. The developer of each multiple-family development shall be responsible for grading and planting open space areas disturbed during the development process and for building the playground and/or recreational space required in E2.
2. All internal private roadways shall be a minimum width of twenty-eight feet (28'), as measured from the back of curb to the back of curb, with parking allowed on one side only; or twenty-four feet (24'), as measured from the back of curb to the back of curb, with no parking allowed.
3. All parking and driving surfaces shall be surfaced with concrete or asphalt and shall be defined by continuous concrete perimeter curbing.
4. Sidewalks shall be provided from parking areas, loading zones, and recreation areas to the entrances of the buildings.
5. Garages and other accessory structures shall be architecturally compatible in construction and appearance with the main building.
6. Any dumpster, garbage or waste container shall comply with Section 10-15-9.
7. All exterior vertical surfaces of a residential principal structure or residential accessory structure shall comply with Section 10-15-17.

Section 4. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 9C, Section 10-9C-3 is hereby repealed and replaced in its entirety as follows:

10-9C-3: R-3C MULTIPLE-FAMILY RESIDENTIAL DISTRICT:

A. Purpose: The R-3C multiple-family residential district is established in areas which are provided with full urban services for multiple-family residential developments with densities of twelve (12) to thirty-five (35) dwelling units per net acre.

B. Allowable Uses: See table in Section 10-6-1 of this title for a listing of allowable uses within the R-3C multiple-family residential district.

C. Site Plan Review: All development within the R-3 multiple-family residential district must comply with Title 10, Chapter 15, Article J, Site Plan Review.

D. Minimum Standards: The following standards apply in the R-3C multiple-family residential district and are the minimum requirements unless otherwise noted:

1. Bulk Standards:

Lot area	1 acre minimum
Lot width	100 feet
Height (maximum)	35 feet or higher by CUP
Building coverage (maximum)	20 percent
Impervious surface (maximum)	40 percent

3. Minimum Setbacks:

	Principal Structure	Accessory Buildings
Front yard setback, except if adjacent to a principal arterial, minor arterial, or collector road as noted below. (if site abuts more than one public street, each public side street shall be treated as frontage)	30 feet	30 feet
Side yard setback	20 feet	15 feet
Rear yard setback	30 feet	15 feet
Any yard setback along a principal arterial.	50 feet	50 feet
Any yard setback along a minor arterial or collector street.	40 feet	30 feet
Any yard setback along a private road easement	20 feet	15 feet

3. Minimum Distance Between Structures: In addition to the setback requirements of Section 10-9C-2 of this article, the following minimum distances shall be maintained between structures:
 - a. A minimum of thirty feet (30') shall be maintained between the sidewalls of end units.
 - b. Where the rear of a structure faces the rear of an adjoining structure, the minimum distance between buildings shall be sixty feet (60').
 - c. Where the rear of a structure faces the sidewall or front of an adjoining structure, the minimum distance between buildings shall be forty feet (40').

E. Platted Additions: The following platting standards apply in the R-3C multiple-family residential district:

1. Density: All developments shall be built in platted additions to the city having a maximum density of thirty-five (35) units per acre.
2. Recreational Space: At least twenty percent (20%) of the open space shall be reserved for playgrounds and/or recreational space.

F. Other Requirements:

1. The developer of each multiple-family development shall be responsible for grading and planting open space areas disturbed during the development process and for building the playground and/or recreational space required in E2.
2. All internal private roadways shall be a minimum width of twenty-eight feet (28'), as measured from the back of curb to the back of curb, with parking allowed on one side only; or twenty-four feet (24'), as measured from the back of curb to the back of curb, with no parking allowed.
3. All parking and driving surfaces shall be surfaced with concrete or asphalt and shall be defined by continuous concrete perimeter curbing.
4. Sidewalks shall be provided from parking areas, loading zones, and recreation areas to the entrances of the buildings.
5. Garages and other accessory structures shall be architecturally compatible in construction and appearance with the main building.
6. Any dumpster, garbage or waste container shall comply with Section 10-15-9.
7. All exterior vertical surfaces of a multiple residential structure and accessory structure shall comply with Section 10-15-17.

Section 5. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 15, Articles B and C are hereby amended as follows.

Articles B and C are deleted in their entirety and shall be listed in the code with the words "Intentionally Omitted."

Section 6. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 15, Article A, Section 3 is hereby amended as follows. The deleted language is shown with ~~striketrough~~ and the new language is shown underlined:

ARTICLE A. OFF STREET PARKING AND LOADING

10-15A-3: OFF STREET PARKING REGULATIONS:

B. Location: Required off-street parking in the E and R districts shall be on the same lot as the principal building. Required off street parking shall meet the following setback requirements:

1. Within all E and R districts, all vehicles and recreational vehicles normally owned or kept by the occupants on the premises must have a garage stall or open parking space on the same lot as the principal use served. Subject to the restrictions and prohibitions contained in this section, open parking spaces accessory to one- and two-family structures may be located anywhere on the lot containing the principal structure provided however, parking may not be located in a rear yard within five feet (5') of an interior side lot line or within eight feet (8') of rear lot line.

2. Within all R-1A, R-1B, R-1C and R-2 districts, parking of a vehicle and/or recreational vehicle on grass or unpaved areas in the front yard is prohibited.

a. For the purposes of this section only, front yard means the area located between:

(1) The curb or edge of street pavement and

(2) A line coincidental with the front line of the house or garage (whichever is farthest from the street) continued and extended to the side lot lines.

b. Within all R-1A, R-1B, R-1C and R-2 districts, parking of vehicles excluding recreational vehicles in the front yard is allowed only on a driveway, or parking pad that is directly contiguous to the driveway. A parking pad shall be constructed of bitumen, concrete or paving blocks and shall conform to maximum impervious surface standards. All parking spaces shall maintain a minimum five foot (5') side yard setback.

c. Subject to the restrictions and prohibitions contained in this subsection, within all R-1A, R-1B, R-1C and R-2 districts, parking of recreational vehicles in the front yard is allowed only on a driveway, or parking pad that is directly contiguous to the driveway and that is on the side of the recreational vehicle parking line that is farther from the front door of the house than the other side of the recreational vehicle parking line. No more than two (2) recreational vehicles shall be allowed in the front yard in the R-1C district. A parking pad shall be constructed of bitumen, concrete or paving blocks and shall conform to maximum impervious surface standards. All parking spaces shall maintain a minimum five foot (5') side yard setback.

d. The following exception shall apply:

(1) Parking of automobiles may be allowed on grass in the front yard only during the winter parking ban period from November 1 through March 30. (Ord. 1315, 5-23-2016, eff. 5-23-2016)

~~3. Within the B-1 district, parking spaces and/or garages shall be located in areas other than a required yard, except that parking may be located in a rear yard to within eight feet (8') of the rear lot line and in a side yard to within five feet (5') of an interior lot line.~~

~~4. Within the B-2, B-3 and B-4 and P districts, off street parking spaces shall not be less than ten feet (10') from a street right of way line nor less than five feet (5') from any interior side lot line or rear lot, except where a side lot line or rear lot line is abutting an E or R district, then off street parking shall be not less than ten feet (10') from said lot lines.~~

~~5. Within I-1 districts, off street parking spaces shall be not less than ten feet (10') from any street right of way line nor less than five feet (5') from any interior side lot line or rear lot line, except when a side or rear lot line is abutting~~

an R, E or P district, then off street parking shall be not less than ten feet (10') from said lot lines.

6. Within any I-2 district, off street parking spaces shall be not less than ten feet (10') from any street right of way nor less than five feet (5') from any interior side or rear yard; except where a front, side or rear yard is across the street from or abutting an E, R, or P district, no parking shall be less than twenty feet (20') from said lot lines. (Ord. 1098, 11-8-2004; amd. Ord. 1279, 6-9-2014, eff. 11-1-2014)

G. Design And Maintenance Requirements:

1. Parking Space And Aisle Size And Related Setbacks

b. Parking and related facilities shall have the following minimum setbacks:

*All measurements are in feet.

Front yard setback of parking to Right-of-Way or lot line	R-3 and MF-PUD districts	30 <u>10</u>
	B-1 districts	30
	B-2, B-3, B-4, MU-PUD, COMM-PUD, and P districts	10
	OP and OFFICE-PUD districts	30
	Industrial districts	10, 20 feet when opposite R, P or E districts or uses
Side and rear yard setback of parking to Right-of-Way or lot line	R-3 and MF-PUD districts	5 <u>10</u>
	B-1 districts	5 side, 8 rear

	B-2, B-3, B-4, MU-PUD, COMM-PUD, and P districts	5, 10 feet when abutting E or R uses or districts
	I-1 districts	5, 10 feet when abutting E, P or R uses or districts
	I-2 districts	5, 20 feet when abutting E, P or R uses or districts
Front lot line to drive lane(s) and parking area(s)	R-3 and MF-PUD districts	10
	B-1 districts	30
	B-2, B-3, B-4, MU-PUD, COMM-PUD, and P districts	10
	OP and OFFICE-PUD districts	30
	Industrial districts	10
Side and rear lot line to drive <u>lane(s) and parking area(s)</u> ^A	R-3 and MF-PUD districts	5 <u>10</u>
	B-1 districts	5 side, 8 rear

	B-2, B-3, B-4, MU-PUD, COMM-PUD, and P districts	5, 10 feet when abutting E or R uses or districts
	Industrial districts	5, 10 feet when abutting E or R uses or districts
Parking <u>lot</u> or drive aisle setback to principal structure	<u>Non-Residential</u> districts	5
	<u>R-3 and MF-PUD</u> districts	<u>10</u>

Note:

4A. Joint or combined parking facilities on separate lots, as authorized and when constructed adjacent to a common lot line separating 2 or more parking areas, are not required to observe the parking area setback from such common lot line.

J. Minimum Number Of Required Parking Spaces: The minimum number of required parking spaces for allowed uses in the city shall be as established in the following table. When a use is not specifically listed in the table, the required number of parking spaces shall be established by the most similar use listed in the table, as determined by the city. (Ord. 1098, 11-8-2004)

Principal Use or Structure Served	Required Number of Parking Spaces (Open or Enclosed)
Residential	
<u>Single-family detached or Single-Family attached</u> Single and two-family dwelling	2 spaces per dwelling unit

<u>Multiple Family Structure</u> Structure containing 3 or more dwelling units	<u>Two spaces per dwelling unit, one of which must be enclosed garage parking.</u> <u>A driveway leading to a garage for an individual townhome may be counted as a parking space, provided the driveway is at least nine feet by twenty feet (9'x20') in size.</u> <u>Guest parking shall be provided within the overall multiple-family development at one (1) stall per six (6) units and must be available for use by all multiple-family dwelling units.</u> For townhouse developments, enclosed garage spaces required to satisfy off-street parking requirements shall be attached to the unit.
--	---

Section 7. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 6, Section 1 is hereby amended as follows. The deleted language is shown with ~~strikethrough~~ and the new language is shown underlined:

Use	Zoning District												
	A	E-1	E-2	R-1A	R-1B	R-1C	R-2	R-3A	R-3B	R-3C	R-4	MF-PUD	MU-PUD
Multiple-family dwellings:													
3 to 4 units <u>Up to 4 units in a building; 4 to 8 units per net acre</u>									G <u>P</u>			G <u>P</u>	P
3 to 7 units <u>Up to 12 units in a</u>									G <u>P</u>			G <u>P</u>	P

<u>building</u> ; 8 to 12 units per net acre													
7+ units <u>12 to 35</u> units per net acre										<u>E</u> <u>P</u>		<u>E</u> <u>P</u>	P
<u>Single-Family Dwellings:</u>													
<u>Detached</u> single-family dwellings, 1 per lot	P	P	P	P	P	P	P	<u>P</u>					
<u>Attached Single-Family Dwellings:</u>													
Twin homes							P	P ⁴					
<u>Duplex</u> Two-family dwellings							P	P					
Off street parking ³¹													

Notes:

~~1. Regulations found in chapter 15, article B of this title apply.~~

1. Off street parking regulated in chapter 15, Article A of this title

2. Size, type, location, number and other details are regulated in chapter 15, article E of this title.

~~3. Off street parking regulated in chapter 15, article A of this title.~~

Section 8. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 13, Article J, Section 5 is hereby amended as follows. The deleted language is shown with ~~strikethrough~~ and the new language is shown underlined:

10-13J-5

F. Allowed Uses:

1. Except those uses identified in subsection G of this section as interim uses, all permitted, conditional, and accessory uses, as defined, regulated and

administered for the underlying zoning districts, shall ~~continue and remain in effect be allowed~~ within the northwest area overlay district. If a final PUD plan is approved by the city council, the underlying zoning for the subject property shall remain as zoned, but within the Northwest Area Overlay District, ~~be amended to be consistent with~~ according to the approved PUD plan, though the overlay district shall remain the northwest area overlay district. The permitted, conditional, and accessory uses shall then be those found in the amended underlying zoning district except that single family detached and single family attached uses are allowed uses in the R-3B and R-3C multiple family residential districts within the Northwest Area provided the overall development density for the PUD remains consistent with the densities allowed for the applicable land use categories identified in the City's comprehensive plan. PUD developments in the northwest area overlay district are allowed to have an increased mixture of housing types, provided that the provisions of this article are met. Table 13J-2 of this section identifies which uses are permitted and the maximum percentage of the total development units which can be of that housing type. The total number and location of housing units and housing types for a specific property shall be established by the city council at the time of final PUD plan approval for that specific property. The location and number of housing units approved on the final PUD development plan shall not be altered without approval of the city council.

Section 9. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 13, Article J, Section 5 is hereby amended as follows. Table 13J-1 is deleted in its entirety and replaced as follows:

TABLE 13J-1

DENSITY AND BULK STANDARDS

Residential	Minimum Density¹	Front Yard Setbacks (Minimum)₂	Front Yard Setbacks (Maximum)	Side Yard Minimum Structure Separation⁴	Impervious Surface Coverage Maximum³	Building Coverage Maximum	Building Height Maximum
R-1C	2 units/acre	20 feet	30 feet	20 feet	25 percent	None	35 feet

<u>R-2</u>	<u>3</u> <u>units/acre</u>	<u>20 feet</u>	<u>30 feet</u>	<u>20 feet</u>	<u>25</u> <u>percent</u>	<u>None</u>	<u>35 feet</u>
<u>R-3A</u>	<u>4</u> <u>units/acre</u>	<u>20 feet</u>	<u>30 feet</u>	<u>20 feet</u>	<u>35</u> <u>percent</u>	<u>20</u> <u>percent</u>	<u>35 feet</u>
<u>R-3B</u>	<u>8</u> <u>units/acre</u>	<u>20 feet</u>	<u>30 feet</u>	<u>20 feet</u>	<u>55</u> <u>percent</u>	<u>20</u> <u>percent</u>	<u>56 feet</u>
<u>R-3C</u>	<u>12</u> <u>units/acre</u>	<u>20 feet</u>	<u>30 feet</u>	<u>20 feet</u>	<u>65</u> <u>percent</u>	<u>20</u> <u>percent</u>	<u>70 feet</u>
<u>Non-Residential</u>							
<u>B-1, B-2, B-3, or B-4</u>	<u>0.25 FAR</u>	<u>10 feet</u>	<u>30 feet</u>	<u>20 feet</u>	<u>70</u> <u>percent</u>	<u>25</u> <u>percent</u>	<u>50 feet</u>
<u>Office PUD</u>	<u>0.25 FAR</u>	<u>30 feet</u>	<u>40 feet</u>	<u>20 feet</u>	<u>70</u> <u>percent</u>	<u>30</u> <u>percent</u>	<u>60 feet</u>
<u>Mixed Use</u>	<u>As defined through the final PUD plans approved by the Council</u>						

Section 10. AMENDMENT. Inver Grove Heights City Code Title 10 Zoning Regulations, Chapter 13, Article J, Section 5 is hereby amended as follows. The deleted language is shown with ~~strikethrough~~:

~~TABLE 13J-2~~

~~— MAXIMUM PERCENTAGE MIX OF USES BY DISTRICT~~

	Zoning District (Percentages Represent Maximums)
--	---

Uses	R-1C	R-2	R-3A or R- 3B	R-3C	MU- PUD
Single-family <u>attached dwellings</u>	100 percent	100 percent	10 percent	10 percent	10 percent
Twin homes/two-family dwellings <u>duplexes</u>	30 percent	100 percent	30 percent	10 percent	15 percent
Multiple dwelling unit buildings (4 or fewer units)	10 percent <u>Allowed, but no more than 4 units/building</u>	30 percent <u>Allowed, but no more than 4 units/building</u>	100 percent	40 percent	100 percent
Multiple dwelling unit building (5+ units)	0 percent	0 percent	50 percent	100 percent	100 percent

Note: The percentages in the above table represent the total maximum percent of units allowed by unit type or use in each district. For example, in the R-1C district, up to 30 percent of the total units in the proposed PUD may be twin homes or two-family dwellings, or alternatively, the entire PUD could consist of all (100 percent) single-family housing.

~~2. Within the overlay district, multiple dwelling units, including townhouses, shall be a permitted use, provided they follow the performance standards as specified in chapter 15 of this title (specifically those in articles B and C), those specified in this article, the requirements of the underlying zoning districts, and the approved final PUD plans.~~

Section 11. 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 12th day of August, 2024.

CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 2024-164**

**A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE
NO. 1482, AN ORDINANCE AMENDING VARIOUS PROVISIONS OF INVER GROVE
HEIGHTS CITY CODE TITLE 10, ZONING REGULATIONS**

WHEREAS, on August 12, 2024, the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1482, an ordinance Amending Various Provisions of Inver Grove Heights City Code Title 10, Zoning Regulations; and

WHEREAS, state law requires that all ordinances adopted be published prior to becoming effective; and

WHEREAS, pursuant to Minn. Stat. Sec. 412.191, subd. 4, the Council may, by a 4/5ths vote, direct that only the title and a summary of the ordinance be published; and

WHEREAS, the City Council for the City of Inver Grove Heights has reviewed the summary of Ordinance No. 1482 which is attached hereto as **Exhibit A**; and

WHEREAS, the City Council for the City of Inver Grove Heights has determined that publication of the title and a summary of Ordinance No. 1482 would clearly inform the public of the intent of the ordinance; and

WHEREAS, due to the length of Ordinance No. 1482, the City Council desires to publish a summary of the Ordinance.

NOW THEREFORE BE IT RESOLVED, by a vote of at least four-fifths of its members, that the City Council of the City of Inver Grove Heights hereby:

1. Approves the text of the summary of Ordinance No. 1482 attached as **Exhibit A** and authorizes the publication of the summary shown in **Exhibit A** in lieu of publication of the entirety of Ordinance No. 1482 in the City's official newspaper.
2. Directs the City Clerk to ensure that a full and complete printed copy of Ordinance No. 1482 is available for inspection during regular business hours at the office of the Inver Grove Heights City Clerk, by standard mail, or by electronic mail.

3. Directs the City Clerk to file the executed Ordinance No. 1482 upon the books and records of the City along with proof of publication.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 12th day of August, 2024.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk

(Published in the *Pioneer Press* on _____, 2024.)

EXHIBIT A**SUMMARY PUBLICATION
ORDINANCE NO. 1482****A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE NO.
1482, AN ORDINANCE AMENDING VARIOUS PROVISIONS OF INVER GROVE
HEIGHTS CITY CODE TITLE 10, ZONING REGULATIONS**

On August 12, 2024, the City of Inver Grove Heights, Dakota County, Minnesota adopted Ordinance 1482, an ordinance amending various provisions of Inver Grove Heights City Code Title 10, Zoning Regulations.

Ordinance 1482 makes various revisions to existing code provisions, including amending the definition of a dwelling/dwelling unit; adding language related to three principal types of dwellings, namely single-family attached, single-family detached, and multiple-family; repealed and replaced in their entirety the sections of the code related to the R-3A, R-3B, and R-3C multiple-family residential zoning districts; repealed Articles B and C of Title 10, Chapter 15; amended Article A, Title 10, Chapter 15 to revise the parking requirements for various uses; updated the land use table for land uses in residential districts to change certain multiple-family buildings in the R-3B, R-3C, and MF-PUD zoning districts from conditional to permitted uses; added detached single-family dwellings as a permitted use in the R-3A zoning district; updated standards within the Northwest Area overlay district related to residential uses in various zoning districts; and made additional related revisions to Title 10.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1482, and it is directed that only the above title and summary of Ordinance No. 1482 conforming to Minn. Stat. Sec. 331A.01 be published, with the following:

NOTICE

A printed copy of the full text of Ordinance No. 1482 is available for public inspection by any person during regular office hours at the office of the Inver Grove Heights City Clerk, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, by standard mail, or by electronic mail, and at any other public location which the Council designates.

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Summary

The question this memo addresses is whether cities of similar location and size to the City of Inver Grove Heights include unit restrictions in their medium density residential zoning district and what do those cities restrict to. Within West St. Paul, Lakeville, Burnsville, Farmington the cities that regulate by number of units have an average of 12.3 units and an average of 1,303 square feet. In totality, among West St. Paul, Lakeville, Burnsville, Farmington, Woodbury, Cottage Grove, Maplewood, Plymouth, Eagan, Minnetonka, Eden Prairie, and Maple Grove the cities that regulate by square feet required a minimum average of 2,243.6 square feet.

Note, of the four cities examined most closely (West St. Paul, Lakeville, Burnsville, Farmington) only West St. Paul did not address townhomes in their medium density residential zoning district.

Analysis

- The City of West Saint Paul allows 3 to 16 multiple-family dwelling units. The City of Lakeville regulates maximum density by square footage requiring 1,675 square feet per unit for multiple-family dwellings.
- The City of Burnsville sets a maximum of nine family dwelling structures, with sewage requirements, and size requirements with a minimum of four hundred (400) square foot minimum floor area for efficiency apartment units that increases 100 square feet for each additional bedroom.
- The City of Farmington City Code regulates by square footage rather than unit requiring twin homes and two to four-unit dwellings have 5,500 square feet per unit.
- The City of Woodbury likewise regulates by square footage and requires a duplex to average 6,000 sq. ft. per unit, townhouse 4,500 sq ft per unit, quadplex 4,500 sq ft per unit. Multiple-family dwellings are regulated by square footage increasing in relation to the number of bedrooms: efficiency 2,300 sq. ft. per unit, one-bedroom 2,925 sq. ft. per unit, two-bedroom 2,925 sq. ft. per unit, three-bedroom 4,275 sq. ft. per unit. A maximum of five percent of units can be efficiency units.
- The City of Cottage Grove regulates by setting two more holistic definitions under the multi-family dwellings definition and rental license rule. “A multi-family dwelling is any single structure containing three (3) or more separate living quarters, whether condominiums, townhouses, or apartments.” “No more than five (5) unrelated persons may reside in one (1) rental dwelling or rental dwelling unit.”
- The City of Maplewood sets the same square footage requirement across its multiple dwelling codes. “The minimum habitable floor area for each R-3A multiple dwelling shall be at least: 580 square feet per efficiency or one-bedroom unit; 740 square feet per two-bedroom unit; 860 square feet per three-bedroom unit; 1,040 square feet per four-bedroom unit.”
- The City of Plymouth has five multiple family dwelling districts with some variation of purpose in each use. In the highest density of those districts for units exceeding a two-family dwelling there is a minimum lot area per unit of 2,178 sq. ft. The other multiple family dwelling districts set a minimum lot area per unit of 3,000, 4,500, and 5,000 sq. ft.
- The City of Eagan requires 2,750 sq. ft. per unit in unit buildings with more than six units and 5,000 sq. ft. per unit in unit buildings of 4 to 6.
- The City of Minnetonka allows medium densities greater than four but not exceeding 12 dwelling units per acre. Note, Minnetonka’s City Ordinances do provide an in-depth model for factors considered in zoning for applicants to establish the appropriateness of the high end of their density. Minnetonka’s non-conforming use requirements also provides an in-depth model included for reference.
- The City of Eden Prairie’s multi-family residential districts primarily require a minimum lot size of 3,000 square feet and the maximum gross density is 6.7 units per acre. (RM 6.5

districts, City also has RM 2.5 districts that represent a very small percentage of the multiple family residential districts.)

- The City of Maple Grove requires medium density residential district lots of 10,000 sq. ft. and that the dwelling structures contain 12 or fewer dwelling units. Multiple family area regulations require a minimum lot area per unit of 2,500 square feet.

Townhomes

Some similar cities address townhouses within their city code multiple family code. To regulate townhomes Farmington requires a minimum of 3,000 square footage, Burnsville sets an eight unit maximum, Lakeville requires townhomes be placed in a row or back-to-back and sets a minimum of 3,800. Woodbury requires townhouses average 4,500 square feet per unit and meet various set back and lot size requirements. Based upon the city inspector fee sheet there may be a 12-townhome unit cap.

Cottage Grove regulates townhomes by licensure and does not allow units let for occupancy to exceed five unrelated persons in any single structure containing three or more separate living quarters.

Maplewood regulates townhouses in a separate section of code but with the same square footage requirement as other multiple dwelling structures. Townhouse means a multiple-dwelling structure consisting of at least three attached dwelling units, with no one unit or major portion thereof directly above or below any other unit.

In Plymouth's multiple family dwelling districts that allow townhouses the highest allowable number of units per building is 14 and the lowest is 8 and the highest minimum lot area per unit is 5,000 sq. ft. and the lowest is 2,178 sq. ft.

Generally, Eagan townhomes fall under the same requirements of apartments, though classified as building type C in the Cedar Grove District where the city seeks to attract a mix of residential uses. Eagan Code defines multiple family dwelling as a building consisting of more than two dwelling units designed for and occupied by three or more families living independently of each other.

"Type C buildings shall be residential townhomes on all floors, except that a portion of the first floor not fronting a street or public open space may include parking. Each residential unit shall be provided two enclosed parking spaces. Type C buildings shall have a pitched roof. Maximum height shall be 35 feet. Maximum depth of buildings perpendicular to a street shall be 50 feet. Minimum width of lots for individual units shall be 25 feet."

Minnetonka's code does not refer to townhouses specifically.

Eden Prairie's code does not refer to townhouses specifically.

Maple Grove townhomes do not have specific regulations. The definition of multiple family area and building size regulations require a minimum lot area per unit of 2,500 square feet.



Request for Council Action

SUBJECT: LMCIT Insurance Renewal

MEETING DATE: August 12, 2024

ITEM TYPE: Regular Business

CONTACT: Sam Hosszu, Assistant Finance Director, 651.450.2516

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, approving the League of Minnesota Cities Insurance Trust (LMCIT) insurance policy renewals for Property/Casualty and Workers Compensation insurance for the coverage period of September 1, 2024 to September 1, 2025.

BACKGROUND

The League of Minnesota Cities Insurance Trust (LMCIT) is a not-for-profit, self-insured membership cooperative formed by Minnesota cities in 1980 and specifically designed to help cities address their property/casualty and workers' compensation insurance needs. LMCIT provides coverage unique to cities for items such as land use litigation, cybersecurity, property damage, sewer backups, etc. and continues to develop new coverage as needed. The City has been a member of the cooperative since 1985.

Annual premium costs for cities participating in these programs are affected by municipal market rates, exposures, and experience. A specific city's premium will also be impacted by changes in exposure such as payrolls, city expenditures, property values or changes in workers' compensation claims.

The renewal process involves two separate applications and quotes through LMCIT - a property/casualty application and a workers' compensation application. The property/casualty application involves listing the City's assets, expenditures, and other exposure items and an analysis by LMCIT. The application for a workers' compensation quote involves submitting payroll data to LMCIT and having them perform risk calculations based on employee types.

Property/Casualty Program for Property, Liability, Auto Insurance

As a condition of participating in the property/ casualty program, cities must have an insurance agent. An agent helps coordinate the gathering of information to complete the renewal application, provides advice on selecting coverage options, reviews coverage documents, answers questions on coverage and premium calculations, reviews loss reports for correct reporting and helps in identifying and dealing with risk exposures, among many other services.

In 2023 the City distributed a Request for Proposal for the City's insurance agent. The City received three proposals and Council approved North Risk Partners LLC as the City's new agent of record.

Staff have worked with LMCIT and North Risk Partners to submit the required renewal paperwork. A quote has been received for the 2024-2025 policy year equal to \$474,299. This is an increase of

10.79% over the previous years' premium. The biggest driver of this increase is an increase in property values resulting from a mandatory appraisal of all city facilities.

Workers Compensation Policy

The LMCIT provides workers' compensation coverage and benefits as required under state statutes, and offers additional coverage for things such as exposure testing for employees exposed to bloodborne pathogens or infectious diseases, employer's liability for work-related injuries, and additional injury provisions provided under federal laws. The policy covers employees, elected and appointed officials, separate boards and commissions, emergency response employees, and volunteers.

As part of last year's RFP noted above, North Risk Partners also became the City's insurance agent of record for workers' compensation. In consultation with North Risk, staff completed the workers' compensation renewal and received back a quote for 2024-2025. The quote received came in at \$702,669 which is a decrease of 23% from the prior year. The biggest driver of the decrease is a reduction in the City's modification factor (from 0.85 to 0.75). The modification factor, which has a direct impact on our net premium cost, will reflect trends in the city's utilization of its workers' compensation coverage. A decrease means claims have been decreasing in recent years and, in the City's case, we can look at 2020 specifically. In 2020, the City had a significant number of COVID-related workers' compensation claims. Since premium renewals are based off of a three-year look back period, 2020 drops out of the three-year look back period for this policy renewal.

In an effort to reduce last year's workers' compensation premium, the Council approved a \$5,000 workers' compensation deductible. Staff have reviewed those options with the City's insurance agent, and recommend the City continue with a \$5,000 deductible per occurrence in this renewal. The deductible would allow the net premium to drop from \$702,669 to \$666,843. Based on the previous six years of claim history, this deductible is projected to generate a net savings of \$6,030.

FISCAL IMPACT

Total premiums are within the amounts budgeted in the 2024 approved budget and the proposed 2025 budget.

RECOMMENDATION

Staff recommends adoption of the two attached resolutions approving the League of Minnesota Cities Insurance Trust (LMCIT) insurance policy renewals for Property/Casualty and Workers Compensation insurance for the coverage period of September 1, 2024 to September 1, 2025.

ATTACHMENTS

1. Resolution - Property/Casualty
2. Resolution - Workers Compensation
3. LMCIT Renewal Presentation

2024/2025 Insurance Renewals Property/Casualty & Workers Compensation

City Council Meeting

*Sam Hosszu - Assistant Finance Director
August 12, 2024*



Finance Department

www.ighmn.gov

LMCIT Insurance Renewals – Overview

- Insurance policies are obtained through the League of Minnesota Cities Insurance Trust (LMCIT)
- Agent for both Property/Casualty and Workers Compensation Insurance is North Risk Partners, LLC.
 - RFP was completed in April of 2023.
 - 2025 agency fee is \$22,133.
- Policy period for both renewals is Sept.1, 2024 through Sept. 1, 2025.

Property/Casualty Included Coverage Types

- Property & Mobile Equipment
- Municipal Liability
- Automobile
- First Party Cyber
- Equipment Breakdown
- Crime
- Petrofund
- Municipal Bond

Property/Casualty Overview of Coverage Costs

Coverage	2024/2025 Policy Year	2023/2024 Policy Year	% Change
Property	\$ 179,456	\$ 157,159	14.19%
Mobile Property	11,880	10,397	14.26%
First Party Cyber	7,371	5,897	25.00%
Municipal Liability	199,617	181,743	9.83%
Auto Liability	20,048	20,700	-3.15%
Auto Physical Damage	28,572	28,473	0.35%
Bond	1,730	1,726	0.23%
Equipment Breakdown	25,625	22,019	16.38%
Total Premium	\$ 474,299	\$ 428,114	10.79%

Property/Casualty Additional Coverage Options

- Liquor Liability – Insured separately for the golf course through Illinois Casualty Company. Coverage renews 1/1/25.
- Excess Liability - Quoted \$2M limit for \$101,638. Other limits available in \$1M increments. Provides excess liability coverage above municipal and auto liability.
 - Staff does not recommend adding this coverage. Coverage is better suited for cities who operate additional enterprises such as boat marinas, power plants electric utilities, etc.
- No Fault Sewer Backup – Not currently available as additional work is needed to comply and qualify for coverage.

Property/Casualty Requested Action

- At the conclusion of this presentation, Council is asked to adopt a Resolution approving the renewal of the City's Property and Casualty Insurance Coverage for September 1, 2024 - September 1, 2025
 - Does **not** include purchasing the additional *optional* excess liability policy

Workers Compensation Premium Calculation

- How premiums are calculated
 - Workers are split into categories based on risk (ex. streets, clerical office, parks, police, fire)
 - Each group is assigned a rate based on the risk level for that category.
 - The city then estimates the amount of payroll in that job class and the premium is calculated.
 - Payroll is audited annually
 - City is assigned a credit or debit based on overall performance. This is called the modification factor. The 2024 renewal will receive a 25% credit.

Workers Compensation Premium Quote

	2024/2025 Policy Year	2023/2024 Policy Year	% Increase/ (Decrease)
Premium	\$ 702,669	\$ 917,314	(23%)

- Premium Increase Drivers:
 - Base premium increased 13% over 2023
 - Experience Modification Factor Changed from 0.85 to 0.75
 - Factor is based on a 3-year lookback of claim history (9/1/2020-9/1/2023)
 - The City had a large claim year fall off.
 - Large claims were related to COVID and PTSD

Workers Compensation Deductible Option

- LMCIT offers a per occurrence deductible option:
 - Per occurrence deductible options range between \$250 and \$50,000 per occurrence
 - For each deductible there is a corresponding reduction in premium
 - Lower deductibles offered provide limited reduction in premium and higher deductibles have a large amount a risk associated with them.

Workers Compensation Deductible Option

		2024/2025 Renewal Options			
	Renewal Quote	No Deductible	\$2,500 Deductible	\$5,000 Deductible	\$10,000 Deductible
Premium	\$ 702,669	\$ 702,669	\$ 702,669	\$ 702,669	\$ 702,669
Deductible Credit	-	-	(24,371)	(36,557)	(48,742)
Net Premium	\$ 702,669	\$ 702,669	\$ 678,785	\$ 666,843	\$ 654,902
6-year average deductible*	-	-	\$ 20,402	\$ 30,527	\$ 44,632
Potential Savings	-	-	\$ 3,969	\$ 6,030	\$ 4,110

- *Based on if the City had selected this deductible option
- Staff recommends the \$5,000 deductible- this is consistent with prior year.

Workers Compensation Requested Action

- At the conclusion of this presentation, Council is asked to adopt a Resolution approving the renewal of the City's Workers Compensation Insurance Coverage for September 1, 2024 - September 1, 2025
 - This **DOES** include the \$5,000 deductible option

Questions?

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

RESOLUTION NO. 2024-165

**RESOLUTION APPROVING LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
POLICY RENEWALS FOR PROPERTY AND CASUALTY COVERAGE FOR THE
COVERAGE PERIOD OF SEPTEMBER 1, 2024, TO SEPTEMBER 1, 2025**

WHEREAS, the League of Minnesota Cities Insurance Trust (LMCIT) is a not-for-profit self-insured membership cooperative formed by Minnesota cities in 1980 to help cities address their property/casualty and workers compensation insurance needs; and

WHEREAS, the City has procured its insurance from the LMCIT since 1985; and

WHEREAS, City staff, in coordination with North Risk, LLC, the City's agent for Property and Casualty insurance, have submitted renewal application materials to the LMCIT and received premium proposals back from the LMCIT for property and casualty coverage; and

NOW, THEREFORE BE IT RESOLVED, by the City of Inver Grove Heights that the Council does hereby approve the LMCIT September 1, 2024, to September 1, 2025, insurance policy renewals for the City of Inver Grove Heights which reflect premium costs \$474,299 for Property and Casualty coverage.

Adopted by the City Council of Inver Grove Heights this 12th day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-166

**RESOLUTION APPROVING LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
POLICY RENEWAL FOR WORKERS COMPENSATION FOR THE COVERAGE PERIOD OF
SEPTEMBER 1, 2024, TO SEPTEMBER 1, 2025**

WHEREAS, the League of Minnesota Cities Insurance Trust (LMCIT) is a not-for-profit self-insured membership cooperative formed by Minnesota cities in 1980 to help cities address their property/casualty and workers compensation insurance needs; and

WHEREAS, the City has procured its insurance from the LMCIT since 1985; and

WHEREAS, City staff, in coordination with North Risk, LLC, the City's agent for Workers Compensation insurance, have submitted renewal application materials to the LMCIT and received premium proposals back from the LMCIT for workers compensation coverage; and

NOW, THEREFORE BE IT RESOLVED, by the City of Inver Grove Heights that the Council does hereby approve the LMCIT September 1, 2024, to September 1, 2025, insurance policy renewals for the City of Inver Grove Heights which reflect premium costs \$666,843 for workers compensation insurance which is net of a credit for a per occurrence \$5,000 deductible.

Adopted by the City Council of Inver Grove Heights this 12th day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Potential Use of State Funding for Public Boat Launch**

MEETING DATE: August 12, 2024

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to continue its discussion and provide direction on next steps regarding available state funding for a new public boat launch along the Mississippi River.

BACKGROUND

At the end of the 2023 Legislative Session, the Minnesota Legislature appropriated \$1,200,000 to Dakota County for a public boat launch along the Mississippi River, somewhere between South St. Paul and Hastings. Representatives of Dakota County subsequently communicated to the City that the County would entertain passing the funds through to the City of Inver Grove Heights, should the City have a project to utilize them. Neither the City nor Dakota County had formally requested these funds or had a public boat launch project actively in development, thereby creating something of a time crunch to determine how this funding could be put to use for its intended purpose.

A similar, but smaller, appropriation was provided for lighting or other enhancements at the Rock Island Swing Bridge and the City has been able to advance this work in order to take advantage of that state funding. However, no progress was made on utilizing the boat launch funding in the state's 2024 fiscal year of July 1, 2023 through June 30, 2024. Fortunately, the legislature continued this and other appropriations for another year. This means the County and City have until June of 2025 to enter into a grant agreement with the state for the use of these funds, which will "encumber" the funding. There can then be additional time to construct the project, if needed.

It seems highly unlikely that the funds would be continued for a third year, so time is of the essence for the City to determine if it has a project to utilize the funding. If not, the City needs to let the County know that so that the County can work to encumber the funds for a County project. It appears that the most likely County boat launch project would be at Spring Lake Park Reserve.

Until a few weeks ago, the City's discussions of a potential boat launch have been focused on the concept of a public-private partnership with one of the marinas operating in Inver Grove Heights. This is because the City does not own river front land that seemed like a viable candidate for a public boat launch, and while \$1.2 million is a lot of money, it seems unlikely to be sufficient to both acquire land and construct a boat launch from scratch. However, on July 22, the Minnesota Department of Natural Resources (DNR) notified staff that any public-private partnership would have to be for a term of at least 62.5 years, based on what is considered the "useful life of the facility" times 1.25.

Constructing a contractual agreement with a private business, for a public use to be provided and

maintained alongside the business's for-profit use, for a period of 62.5 years presents numerous, and very possibly insurmountable barriers. It is highly likely that additional capital improvements would be needed during that term, and there is no guarantee that the state will provide future financial appropriations, leaving the City responsible for ensuring that an acceptable public boat launch is maintained for the duration of 62.5 years, even though the entirety of the state appropriation would have been spent up front. The business owner would also have to enter into binding contractual agreements to continue the public boat launch use, under the term and conditions outlined in such agreement, for the full 62.5 years, even if the business closed or changed ownership.

To the best of current staff's knowledge, prior to this state appropriation, providing or operating a public boat launch had not been a stated goal or priority of the City of Inver Grove Heights. Therefore, staff recommends against the City taking on this long-term financial obligation.

If the funding is not used by the City for a public-private partnership, it could be used for a fully public boat launch on publicly owned land. On July 29, Councilmember Scales accompanied the City Administrator and Parks & Recreation Director on a tour of city-owned land with frontage on the Mississippi River - from both the water and from land. Sites viewed include the far northern edge of Heritage Village Park, which connects with the river north of the three privately owned marinas in that area, land around the Rock Island Swing Bridge, and the City's existing Riverfront Park located at 7782 River Road.

There was mutual agreement that the land and river frontage at the north end of Heritage Village Park, as well as the land and river frontage surrounding the Rock Island Swing Bridge, were not viable locations for building a public boat launch.

Riverfront Park might be an option, though. Staff had previously considered this site but dismissed it as being too small. However, upon second look a boat launch at this location might be possible - if several challenges can be overcome, as has limited space or parking and a relatively narrow access road. Construction of a boat launch is likely to significantly alter the park as it exists today.

Immediately following the July 29 tour, staff met with a prospective consultant with engineering firm SEH, which has prior experience in the development of public boat launches that meet the DNR's standards. He is preparing a proposal for conducting a preliminary evaluation of the site's feasibility for a boat launch and creating a high-level cost estimate for construction of a boat launch, so that the Council would have some idea of how far the state appropriation of \$1.2 million would go in covering the costs of the project.

The SEH proposal and the price quote for carrying it out are not yet available but will be prior to the Council meeting. They will be shared with the Council via email and also presented at the Council meeting, to help inform the Council's decision of whether to pursue this option further or to inform the County that the City does not have a viable project for use of the funds.

FISCAL IMPACT

The cost of the SEH consulting work would have to be paid for by the City, as a grant agreement with the state and county has yet to be developed or entered into.

RECOMMENDATION

ATTACHMENTS

None

State Funding for Public Boat Launch

*Kris Wilson, City Administrator
August 12, 2024*



2023 Legislative Appropriation:

“\$1,200,000 the first year is for a grant to Dakota County for adding a public boat launch along the Mississippi River between South St. Paul and Hastings.”

State Funding for Public Boat Launch

Dakota County representatives have suggested the County would pass the funding through to the City of IGH

City did not have plans in the works for building a boat launch and does not own riverfront land that appears suitable for a boat launch

Possible public/private partnership started being discussed

According to the DNR

A use contract (i.e. the public / private partnership) must be:

*“for a term that is equal to or greater than **125% of the Useful Life** of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.”*

A boat launch is a “Facility” - useful life of a Facility is 50 years

125% of 50 years is 62.5 years

2nd look at City-owned lands along the river

Toured by water and land on July 29 by Councilmember Scales, P&R Director and City Administrator

Land at northern edge of Heritage Village Park and land on either side of Rock Island Swing Bridge does not seem feasible

Riverfront Park also visited

Riverfront Park

7782 River Rd

3.75 acres, bisected by River Road

Bordered by the Mississippi River on the east and railroad tracks on the west. Single-family residential to the north and south.



Riverfront Park

If interested in exploring further:

- Contract for Preliminary Design Services, to include:
 - Development of up to 2 parking layouts
 - High-level traffic impact review
 - Preliminary storm sewer layout
 - Cost estimate for construction
- SEH has quoted \$18,400 to complete the above work
- Estimate it will take them to mid-September to complete, dependent upon DNR availability
- Would have to be City-funded
 - Park Development or Park Capital Replacement Fund?
 - Host Community Fund?



Building a Better World
for All of Us®

August 8, 2024

RE: City of Inver Grove Heights, Minnesota
River Road Boat Launch Study
Proposal for Preliminary Design Services
SEH No. Inver 180170 14.00

Mr. Adam Lares
Parks and Rec. Director
City of Inver Grove Heights
8055 Barara Ave.
Inver Grove Heights, MN 55077

Dear Mr. Lares:

Short Elliott Hendrickson Inc. (SEH®) is pleased to submit this proposal for assisting the City with administration of the River Road Boat launch Study (hereinafter called the "Project"). Our understanding of the desired scope of services is based on previous discussions with City staff over the past couple weeks. This letter supplements the Agreement for Professional Services between the City of Inver Grove Heights, Owner, and SEH dated April 24, 2023, and addresses providing these services in connection with the Project.

Our scope of services includes a comprehensive analysis of the project site, covering topography review, vehicle and trailer parking/turning movement analysis, existing amenity review, and assessment of current and proposed drainage conditions. We will evaluate stormwater treatment options and conduct a traffic review to identify potential issues near the project site. Additionally, we will perform an intersection sight distance review at the intersection of Dickman Trail and 77th Street to ensure safety standards are met and provide recommendations for improvement where necessary. Coordination with the Minnesota Department of Natural Resources (MNDNR) will also be included to ensure compliance with environmental regulations and guidelines. We will develop up to two concepts for the project, if feasible, and provide an opinion of probable costs for implementation. All findings will be compiled and summarized in a final memo.

Fees for providing these services shall be on an hourly basis with a maximum fee of **\$18,400**. The estimated fees will not be exceeded without review and authorization by the City. Services will be billed monthly on the basis of actual hours spent at current billing rates plus the actual cost of reimbursable expenses. Payment for any additional services requested shall be based on the actual time required to perform the services and the current billing rates for the employees performing the additional work, plus any reimbursable expenses incurred. A list of services is included in the attached task hour budget along with assumptions.

We will start our services promptly after receipt of your authorization. This letter and the above-referenced Agreement for Professional Services, along with Exhibits A and B, represents the entire understanding between the City and SEH in respect to the Project and may only be modified in writing signed by both parties. If this satisfactorily sets forth your understanding of our agreement, please sign and return an electronic copy of the executed agreement to us.

Sincerely,

Dustin Cesafsky
Project Manager

Accepted this _____ day of _____, 2024

City of Inver Grove Heights

By: _____ Authorized Client Signature

Enclosure

X:\FJ\INVER\COMMON\Proposals\180170 River Rd. Boat Launch\IGH River Road Boat launch Proposal_8.8.2024.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

SEH is 100% employee-owned | **sehinc.com** | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

PPRELIMINARY DESIGN PROPOSAL FEE ESTIMATE

INVER GROVE HEIGHTS, MINNESOTA
RIVER ROAD BOAT LAUNCH STUDY
PROPOSAL FOR CONCEPT DESIGN
SEH NO. INVER 180170
8/8/2024

NO.	TASK	PROJECT MANAGER	TRAFFIC ENGINEER	WATER RESOURCES ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	ADMIN. SPECIALIST
1	PRELIMINARY DESIGN SERVICES						
	Preliminary field review, site photos & project coordination/administration	8			4		2
	Design Coordination Meeting with City Staff/MnDNR	4			8		
	Generate proposed geometric parking layouts (up to 2 options)	4			20	4	
	Provide high level traffic impact review	1	4				
	Review sight distance at the intersection of Dickman Trail and 77th Street	1	4				
	Preliminary Storm Sewer Layout w/ stormwater treatment	4		6	8	4	
	Takeoff Quantities & prepare Engineer's Estimate (up to 2 options)	2			8	4	
	Prepare a memo to summarize findings	2			4		2
TOTAL HOURS		26	8	6	52	12	4
TOTAL FEE		\$18,400					

ASSUMPTIONS:

- 1 Does not include preliminary survey.
- 2 Does not include geotechnical evaluation.
- 3 The parcels that encompass the improvements are owned by the City of Inver Grove Heights.
- 4 Does not include a traffic count.



Request for Council Action

SUBJECT: **1st Reading of Ordinance Amending City Code Related to the Sale of Tobacco and Nicotine Products**

MEETING DATE: August 12, 2024

ITEM TYPE: Regular Business

CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to approve the first reading of the attached Ordinance, amending City Code provisions related to retail licensing for the sale of tobacco and nicotine products.

BACKGROUND

The City of Inver Grove Heights began licensing businesses that sell tobacco, nicotine, tobacco-related devices and related products in January of 2024. Prior to that time, tobacco licensing was handled by Dakota County. The Police Department recently completed its first round of compliance checks on licensed retailers, and several of the licensed businesses failed those compliance checks. As part of that process, the Police Department found areas in the City Code related to license requirements and license violations that it is recommending the City revise for clarity and to address concerns related to failed compliance checks.

The attached Ordinance amends various provisions of Title 4, Chapter 12, primarily related to penalties for license violations, how individual license violations should be counted, and also adds in a requirement for seller training if a business is found to be in violation of its license. In addition, the Ordinance removes the non-criminal penalties for sales to persons under 21, which, if done by a person over 21, will be addressed by issuance of a petty misdemeanor citation to the seller.

FISCAL IMPACT

RECOMMENDATION

The Council is asked to approve the first reading of the attached Ordinance.

ATTACHMENTS

1. Ordinance Amending Chapter 12, Sale of Tobacco and Nicotine Products

Item 7G: First Reading of Ordinance Amending City Code Related to the Sale of Tobacco and Nicotine Products

August 12, 2024



Background

- Dakota County previously issued licenses for the sale of tobacco and nicotine products and delivery devices
- City adopted an ordinance and took over the licensing of tobacco products
- First round of license compliance checks was completed, and the police department has requested clarifying revisions to existing code language

City Code Revisions

1: Basis for Denial, Suspension or Revocation of License

- Existing language in section 4-12-10 establishes minimum penalties for license violations
- No suspension or revocation is contemplated for a first violation
- Proposed language change clarifies that there is no mandatory suspension or revocation of a license upon a violation, although Council always has discretion to impose greater penalties for any violation
- Also clarifies that any of the specific enumerated grounds are sufficient to revoke or suspend, as well as deny, a license

City Code Revisions

4-12-5: BASIS FOR DENIAL, SUSPENSION, OR REVOCATION OF LICENSE:

- A. The following ~~shall~~ may be grounds for denying the issuance or renewal of a license or suspending or revoking any license issued under this chapter:

- B. Except as may otherwise be provided by law, the existence of any particular ground for denial, revocation, or suspension does not mean that the City must deny revoke, or suspend the license. If a license is mistakenly issued or renewed it shall be revoked upon the discovery that the person was ineligible for the license under this Chapter.

City Code Revisions

2: Administrative Penalties for Violations

1. Clarifies that in addition to financial penalties or license suspension or revocation, the City Council may add reasonable conditions to a license as a result of a violation
 - No one under 21 allowed to sell licensed products
 - Additional training requirements

City Code Revisions

2: Administrative Penalties for Violations

2. Further clarifies that each violation of a license is a separate violation of the terms of the license
 - Failed compliance check with sale to a person under 21 and with a prior violation

City Code Revisions

2: Administrative Penalties for Violations

3. Requires that all license holders implement seller training upon a license violation
 - Similar to alcohol server training requirements

City Code Revisions

2: Administrative Penalties for Violations

4. Clarifies that the City Council will be holding hearings related to license violations
5. Removes non-criminal penalty section
 - No clear process for this hearing
 - Police issuing a petty misdemeanor citation to sellers over 21 years of age

Requested Council Action

Consider a first reading of the ordinance included in tonight's council packet.



CITY ADMINISTRATION

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 4, CHAPTER 12
RELATED TO THE SALE OF TOBACCO AND NICOTINE PRODUCTS**

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

Section One. Amendment. Title 4, Chapter 12, Section 5 of the Inver Grove Heights City Code is hereby amended as follows. The new language is shown underlined and the deleted language is shown with ~~strikethrough~~:

4-12-5: BASIS FOR DENIAL, SUSPENSION, OR REVOCATION OF LICENSE:

- A. The following ~~shall~~ may be grounds for denying the issuance or renewal of a license or suspending or revoking any license issued under this chapter:
1. The proposed use does not comply with the zoning ordinance.
 2. The proposed use does not comply with a health, building, maintenance, or other provision of the city code or state law.
 3. The applicant has failed to pay all of the appropriate fees related to the license application.
 4. The applicant has failed to provide all information required on the application or requested by City or has made fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant's business.
 5. The applicant has been convicted of a crime or offense in the previous 5 years involving or related to the business that is licensed or the type of licensed activity and failed to show competent evidence of sufficient rehabilitation and present fitness to perform the duties of the business.
 6. The licensed activity is conducted in such a manner as to constitute a breach of the peace, a menace to the health, safety, and welfare of the public, or a disturbance of the peace or comfort to the residents of the city, upon recommendation of the Police Chief or appropriate city official.

7. Expiration or cancellation of any required insurance or failure to notify the City within a reasonable time of changes in terms of the insurance or the carriers.
8. The licensee has acted in an unauthorized manner or beyond the scope of the license granted.
9. The applicant has had a license to sell licensed products issued by the City, state, or another government unit revoked, denied, or suspended within the preceding twelve (12) months of the date of application.
10. Failure to allow inspections of the licensed premises, for the purpose of ensuring compliance with any state, federal, or local law, at any time it is occupied or open for business.
11. Failure to continuously comply with all conditions required as precedent to the approval of the license, all requirements of this chapter, and all state or federal regulations related to the sales of licensed products.
12. Real estate taxes, personal property taxes, or special assessments on the business premises or the real property where the business is located have become delinquent or are unpaid and the property owner and the applicant are the same person or entity, or have any common ownership between the property owner and the applicant where they are a different person or entity.
13. Violation of any regulation or provision of the City code, City zoning ordinance, or state or federal law or regulation related to the licensed activity.
14. The applicant or licensee has been found guilty of professional misconduct, either criminally or civilly.
15. Based on the findings of a background investigation, granting a license would be a menace to the safety, health, morals and welfare of the public.
16. The applicant or licensee is not of good moral character.
17. The activity has been conducted without a license.
18. The applicant is under 21 years of age.
19. Any of the grounds found in Section [3-2-10](#).
20. Other good cause shown.

- B. Except as may otherwise be provided by law, the existence of any particular ground for denial, revocation, or suspension does not mean that the City must deny revoke, or suspend the license. If a license is mistakenly issued or renewed it shall be revoked upon the discovery that the person was ineligible for the license under this Chapter.

Section Two. Amendment. Title 4, Chapter 12, Section 10 of the Inver Grove Heights City Code is hereby amended as follows. The new language is shown underlined and the deleted language is shown with ~~strikethrough~~:

4-12-10: ADMINISTRATIVE PENALTIES FOR VIOLATIONS:

- A. License Violations: Any violation of the terms of a license or the provisions of this Chapter shall be cause for an administrative financial penalty and/or suspension or revocation of the license. The following minimum penalties are deemed appropriate for a licensee's failure to comply with an applicable statute, rule, ordinance, or term of the license. However, the level and order of the penalties shall be at the sole discretion of the City Council, based on the nature of the infraction and the City Council may suspend or revoke a license for any violation of this Chapter or any applicable law. When appropriate, the City Council may impose penalties exceeding those stated below or impose other conditions deemed appropriate including amending an existing license to add reasonable conditions to the license. The following minimum penalties are established for violations of the terms of a license or the provisions of this chapter:
1. The first violation shall result in an administrative penalty of \$300 to the license holder payable to the City. Failure to pay the administrative penalty within 30 days from the date of the invoice shall result in the licensee's license being suspended until payment is received.
 2. A second violation within thirty-six (36) months of a previous violation shall result in a minimum administrative penalty of \$600 to the license holder payable to the City and a license suspension of at least one (1) day. Failure to pay the administrative penalty within 30 days from the date of the invoice shall result in the licensee's license being suspended until payment is received.
 3. A third violation within thirty-six (36) months of a previous violation or for sales during a license suspension, shall result in a minimum administrative penalty of \$1,000 to the license holder payable to the City and a license suspension of a least seven (7) days.

Each violation of the terms of a license or provisions of this Chapter will be considered a separate violation subject to the penalties above.

Upon a finding of a violation of a license, the license holder shall be required to implement

licensed product training for all persons who sell licensed products at the business. Within thirty (30) days of the date the Council imposes a penalty for a license violation, the license holder shall require that anyone who sells licensed products at the licensed establishment must comply with the licensed product seller training requirements of this section. For a period of thirty-six (36) months following a license violation, no person shall sell any licensed product at the licensed establishment unless the person has first completed licensed product seller training within the twenty-four (24) month period prior to the date of selling the licensed product. The licensed product server training program must meet the standards hereafter set forth and must be provided by a business entity or association whose regular business includes providing such trainings and who is not owned by a license holder; provided, however, the training may be provided by a license holder if the training meets the standards hereafter set forth and the training program is approved by the city's chief of police or designee. The standards for training must include the following:

- a. Information regarding the laws pertaining to the sale of licensed products;
- b. The rules for identification checks;
- c. Responsibilities of establishments serving or selling licensed products; and
- d. Verification of age, forms of identification, and forms of false or misleading age identification and identifying minors.

License holders shall keep on file proof that all persons selling licensed products at the licensed establishment have completed the licensed product seller training required by this section. Such proof shall be kept for at least three (3) years. Proof of a person's completion of licensed product seller training shall be presented to a police officer upon request no later than three (3) days after the request, excluding holidays and weekends. No license holder shall allow the sale of any licensed product by a person who has not complied with the licensed product seller training requirements of this section. Any such sale or service shall constitute a violation of the licensee's license.

- B. Notice Required. No suspension or revocation may take effect until the licensee has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before the City Council ~~a person authorized by the licensing authority to conduct the hearing~~. A decision that a violation has occurred must be in writing.
- C. License Revocation and License Ineligibility. Licensees whose licenses have been revoked shall not be eligible for another license for one (1) year from the date of revocation. The City Council may attach reasonable conditions to the reinstatement of a suspended or revoked license.
- ~~D. Noncriminal Penalties for Sales to Persons Under 21 Years of Age. An individual who sells, gives, or otherwise furnishes licensed products to a person under the age of 21 years may be charged an administrative penalty of \$50. No penalty may be imposed until the individual has received notice, served personally or by mail,~~

~~of the alleged violation and an opportunity for a hearing before a person authorized by the City to conduct the hearing. A decision that a violation has occurred must be in writing.~~

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

Passed in regular session of the City Council on the 12th day of August, 2024.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **1st Reading of Ordinance Amending City Code Related to Abatement of Nuisance (Hazardous and Diseased) Trees**

MEETING DATE: August 12, 2024

ITEM TYPE: Regular Business

CONTACT: Brian Swoboda, Parks Superintendent, 651.450.2582

ACTION REQUESTED

The Council is asked to consider approval of the first reading the attached Ordinance, amending City Code provisions related to the definition of nuisance and hazardous trees and abatement of the same.

BACKGROUND

The City Code currently declares certain diseased trees to be a public nuisance and authorizes the City to require the property owner to remove the nuisance trees. If the owner does not do so, the City is authorized to abate the nuisance itself.

With the spread of Emerald Ash Borer, a number of trees within the City have been identified as diseased nuisance trees. The current code contains two sections related to the abatement of public nuisances. In order to streamline the abatement process, the attached ordinance amends the existing nuisance tree abatement process to simply refer to the general public nuisance abatement process found elsewhere in the City Code. Additionally, the ordinance adds a definition for hazardous trees, which are also authorized to be abated if not removed by the property owner.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends approval of the first reading of the attached Ordinance.

ATTACHMENTS

1. Ordinance Amending City Code Provisions Related to Hazard and Diseased Tree Abatement

Item 7H: First Reading of Ordinance Amending City Code Related to Abatement of Hazardous and Diseased Trees

August 12, 2024



Background

- City Code currently declares certain diseased trees to constitute a public nuisance and authorizes their abatement
- Unlike the general public nuisance abatement section (Title 5, Chapter 9), the diseased tree abatement section (Title 5, Chapter 8) does not provide for the appeal of an abatement order
- Staff are requesting the Council consider amending the City Code related to diseased and hazardous trees to clarify certain definitions as well as the abatement procedures for diseased and hazardous trees

City Code Revisions

1: Clarify that Dead, Diseased, and Hazardous Trees that Constitute a Public Nuisance under Chapter 8 Also Constitute a Public Nuisance Under Chapter 9

Section One. Amendment. Title 5, Chapter 9, Section 2 of the Inver Grove Heights City Code is hereby amended to include the following language:

T. Dead, diseased, or hazardous trees which constitute a public nuisance under Section 5-8-4 of this code.

City Code Revisions

2: Define Hazardous Trees and Declare Them to be a Public Nuisance Under Chapter 8

- Add a definition of “hazardous tree” to Chapter 8, Section 4 as follows:
 - “A tree which has structural defects in the roots, stem, or branches that may cause the tree or tree part to fall, and such failure may cause property damage or personal injury”
- Clarification that both diseased and hazardous trees are subject to abatement

City Code Revisions

3: Clarify Language in Section 5-8-6 Related to Abatement

- Add a reference to “diseased or hazardous trees” to Section 5-8-6
- Amended the section related to abatement of trees to clarify that the abatement process found in Section 5-9-6 shall be followed.

B. Abatement In Control Zones: When the forester finds with reasonable certainty that the Dutch elm disease fungus, the oak wilt fungus, elm bark beetles, or emerald ash borers exist in any tree or wood in the control zones, or that a diseased or hazardous tree or wood exists on a property, the abatement procedures detailed in Section 5-9-6 shall be followed. If the City abates a diseased or hazardous tree, the City may assess the costs of the abatement pursuant to Minnesota Statutes Sections 429.101 and 18G.13 following the procedures in Section 5-9-6.~~procedure shall be as follows:~~

Requested Council Action

Consider a first reading of the ordinance included in tonight's council packet.



CITY ADMINISTRATION

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 5, CHAPTERS 8
AND 9 RELATED TO ABATEMENT OF DISEASED AND HAZARDOUS TREES**

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

Section One. Amendment. Title 5, Chapter 9, Section 2 of the Inver Grove Heights City Code is hereby amended to include the following language:

T. Dead, diseased, or hazardous trees which constitute a public nuisance under Section 5-8-4 of this code.

Section Two. Amendment. Title 5, Chapter 8, Section 4 of the Inver Grove Heights City Code is hereby amended as follows. The new language is shown underlined:

A. Nuisances Declared: The following items are hereby declared to be public nuisances:

1. Any diseased or hazardous trees. A hazardous tree is defined as a tree which has structural defects in the roots, stem, or branches that may cause the tree or tree part to fall, and such failure may cause property damage or personal injury.
2. Any of the following when found within the control zones between April 1 and September 15:
 - a. Any living or standing elm tree, or part thereof, infected to any degree with the Dutch elm disease fungus *Ceratocystis ulmi* (Buisman) Moreau.
 - b. Any elm tree or part thereof suffering from dieback or any other disease or harmful condition which, in the opinion of the city forester or his agents, renders that tree or any parts thereof possible breeding or harboring sites of the elm bark beetles *Scolytus multistriatus* (Eichh.) or *Hylurgopinus rufipes* (Marsh).
 - c. Any red oak tree or part thereof exhibiting wilting to any degree in July or August, this wilt caused by the oak wilt fungus *Ceratocystis fagacearum*. Red oak trees affected at other times and white oaks with root systems in contact with other trees of the same species are also hereby declared nuisances.

- d. Any ash tree that is diseased with the emerald ash borer that poses or threatens to pose a danger to person or property by reason of potentially falling or loss of tree limbs in the opinion of the city forester or the city forester's designee or is otherwise subject to a directive for removal from the Minnesota department of agriculture or other state agency.
- e. Elm trees, oak trees or ash trees or parts thereof as described in subsections A1 through A4 of this section hereby shall be termed hazardous trees and portions.
- f. Any dead elm tree, standing or fallen, or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been completely removed. Red oak wood not covered by a plastic tarpaulin during May and June is also hereby declared a public nuisance. Any dead ash tree, standing or fallen, or part thereof, including logs, branches, stumps, firewood or other ash material that is not handled consistent with guidelines issued by the Minnesota department of agriculture or other state agency, as amended from time to time. Such nuisances are hereby termed hazardous wood.

Section Two. Amendment. Title 5, Chapter 8, Section 6 of the Inver Grove Heights City Code is hereby amended as follows. The new language is shown underlined and the deleted language is shown with ~~strikethrough~~:

5-8-6: ABATEMENT PROCEDURE:

A. Methods Of Abatement: In abating the nuisances of diseased or hazardous trees and portions and hazardous wood, the landowner shall, and upon his failure to do so, the forester may, cause the infected tree or wood to be sprayed, removed, burned, disposed of or otherwise effectively treated so as to destroy and prevent as fully as possible the spread of the Dutch elm disease fungus, the oak wilt fungus, the elm bark beetles and/or emerald ash borers. Such abatement procedures shall be carried out in accordance with current technical and expert opinions and plans as may be designated by the commissioner of agriculture and shall be termed proper disposal.

B. Abatement In Control Zones: When the forester finds with reasonable certainty that the Dutch elm disease fungus, the oak wilt fungus, elm bark beetles, or emerald ash borers exist in any tree or wood in the control zones, or that a diseased or hazardous tree or wood exists on a property, the abatement procedures detailed in Section 5-9-6 shall be followed. If the City abates a diseased or hazardous tree, the City may assess the costs of the abatement pursuant to Minnesota Statutes Sections 429.101 and 18G.13 following the procedures in Section 5-9-6. ~~procedure shall be as follows:~~

~~1. Notice To Abate: For hazardous wood or hazardous trees and portions found on private property, the property owner shall be given no more than fourteen (14) days for proper disposal from the date of notification. Within said fourteen (14) days, the property owner shall complete proper disposal of the nuisance. Notification shall be given in writing~~

~~and shall be made either by personal service on the landowners and occupants or by mailing the written notice to them. If service is by mail, the owners shall be those shown on the records of the county treasurer. Notice shall be complete upon mailing.~~

~~— 2. Failure To Abate; Abatement By City; Costs: Failure to abate the nuisance (or properly dispose of the hazardous wood or hazardous trees and portions) by the property owner within the time limit stated shall authorize the city forester to have the nuisance abated. The city may then charge all costs of abatement to the property owner and bill him directly. If the landowner does not pay the bill, the monies due may be assessed. Failure by the property owner to abate the nuisance within the time specified above is a violation of this chapter and shall be punishable as a misdemeanor. Further, the city may enforce this chapter by injunction or by any other legal remedy.~~

~~— 3. Record Of Costs: The forester shall keep a record of the costs of abatements done under this section and shall report monthly to the finance department and clerk all work done for which billings and assessments are to be made stating and certifying the description of the land, lots, and parcels involved and the amount chargeable to each.~~

~~— 4. Assessment Of Costs: On or before September 1 of each year, the clerk and finance department shall list the total unpaid charges for each abatement against each separate lot or parcel to which they are attributable under this chapter. The council may then spread the charges or any portion thereof against the property involved as a special assessment under Minnesota statutes section 429.101 and other pertinent statutes for certification to the county auditor and collection the following year along with current taxes.~~

~~— C. Payment Of Abatement Costs: The payment of monies owed to the city for the abatement of nuisances (as described in subsection 5-8-4A of this chapter) from private property shall be handled in the following manner:~~

~~— 1. All expenses shall be kept by the city forester and submitted to the finance department and clerk. Individual bills shall be sent to the property owner stating the work done and the amount owed.~~

~~— 2. Payment shall be due on the entire amount owed within thirty (30) calendar days from the date of the bill.~~

~~— 3. After the passage of the original thirty (30) days, the city may assess the remaining amount due pursuant to Minnesota statutes sections 429.101 and 18G.13.~~

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

Passed in regular session of the City Council on the 12th day of August, 2024.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



**City Council
Staff Report**

**SUBJECT: CLOSED SESSION to Discuss an Offer to Purchase
City-Owned Properties**

MEETING DATE: August 12, 2024
ITEM TYPE: Regular Business
CONTACT: Kris Wilson, City Administrator, 651.450.2511

PURPOSE/ACTION REQUESTED

The Council is asked to enter into a Closed Session pursuant to Minn. Stat Sec. 13D.05, subd. 3(c)(3) in order to consider offers or counteroffers for the sale of multiple City-owned properties located north of the City's southern border with the City of Rosemount, west of Albavar Path, and east of the City-owned Woodland Preserve.

BACKGROUND

The parcels to be discussed are identified in red on the attached map.

FISCAL IMPACT

RECOMMENDATION

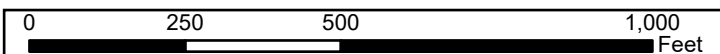
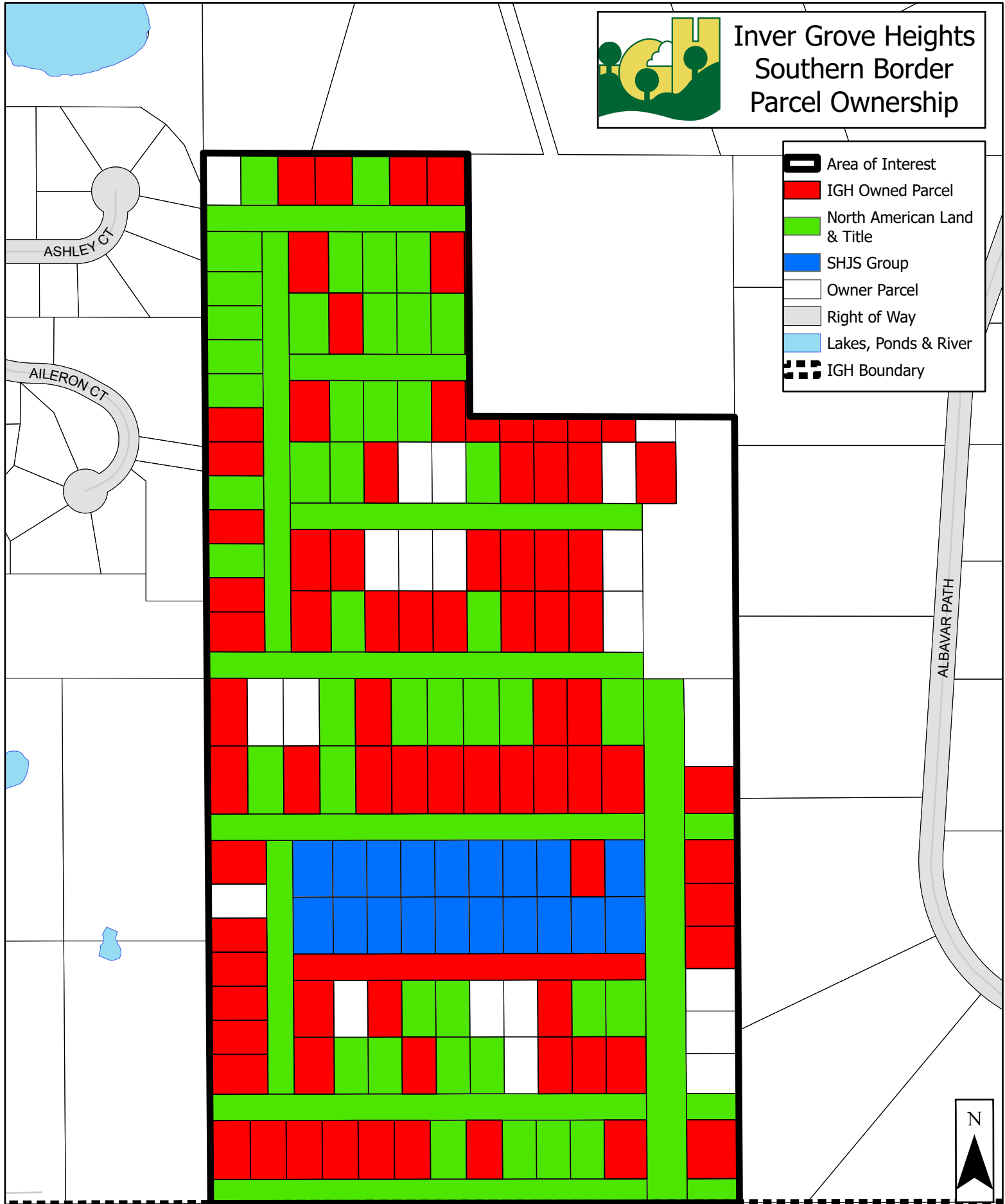
ATTACHMENTS

1. Color Coded Parcel Map of Pinkville from GIS (July 2024)



Inver Grove Heights Southern Border Parcel Ownership

- Area of Interest
- IGH Owned Parcel
- North American Land & Title
- SHJS Group
- Owner Parcel
- Right of Way
- Lakes, Ponds & River
- IGH Boundary



Map produced by the City of Inver Grove Heights GIS Dept.
THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A
SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS
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**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 2024-167

**RESOLUTION AUTHORIZING THE COUNCIL TO MOVE INTO CLOSED SESSION
PURSUANT TO MINNESOTA STATUTES, SECTION 13D.05, SUBD. 3(C)(1) AND (3)**

WHEREAS, Minnesota Statutes, Section 13D.05, subd. 3(c)(1) and (3) authorize the City Council to close a meeting in order to determine the asking price for real property to be sold by the City and to develop or consider offers or counteroffers for the purchase or sale of real property; and

WHEREAS, the Council wished to hold a closed session pursuant to the statutory provisions listed above.

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

1. The City Council hereby moves into closed session pursuant to Minnesota Statutes, Section 13D.05, subd. 3(c)(1) and (3) in order to determine the asking price for real property to be sold by the City and to develop or consider offers or counteroffers for the purchase or sale of real property.
2. The particular real property that is the subject of the closed meeting is identified by the Dakota County Parcel ID Numbers shown on the attached **Exhibit A**.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12th day of August, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

DAKOTA COUNTY PARCEL ID NUMBERS FOR THE REAL PROPERTY THAT IS THE SUBJECT OF THE CLOSED SESSION

20	84800	0	10
20	84800	0	20
20	84800	0	30
20	3100	55	10
20	3100	55	20
20	3100	55	30
20	3100	55	40
20	3100	55	50
20	3100	55	60
20	3100	55	80
20	3100	55	120
20	3100	55	130
20	3100	55	140
20	3100	55	150
20	3100	55	160
20	3100	55	170
20	3100	55	180
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20	3100	55	310
20	3100	55	330
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20	3100	55	650
20	3100	55	660
20	3100	55	670
20	3100	55	680
20	3100	55	700
20	3100	55	720
20	3100	55	730
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20	3100	55	750
20	3100	55	760

20	3100	55	770
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20	3100	55	790
20	3100	55	800
20	3100	55	840
20	3100	55	890
20	3100	55	900
20	3100	55	920
20	3100	55	993
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20	3100	56	20
20	3100	56	40
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20	3100	56	160
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20	3100	56	200
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20	3100	56	531
20	3100	56	560
20	3100	56	601

20	3100	56	670
20	3100	56	710
20	3100	56	721
20	3100	56	810
20	3100	56	820
20	3100	56	840
20	3100	56	850
20	3100	56	861