



Inver Grove Heights City Council
Monday, September 9, 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, September 9, 2024, will be provided to the Council at or before the September 9, 2024 meeting.

1. **Call to Order**
2. **Roll Call**
3. **Approval of Agenda**
4. **Presentations**
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 Minutes of the August 12, 2024, City Council Meeting
- B. Approval of Minutes of the August 26, 2024 City Council Meeting
- C. Approval of Disbursements
- D. Personnel Actions
- E. Resolution Amending Position Classification Plan
- F. Resolution Approving Local Road Improvement Program Grant Funding Assistance for City Project No. 2016-17 - 117th Street Reconstruction
- G. First Amendment to the Final Design Contract for City Project No. 2016-17 - 117th Street Reconstruction
- H. Declare Costs to be Assessed, Order Preparation of Proposed Assessments, and Call for Assessment Hearings for Pavement Management Projects 2024-09 D, F, G, H and I.
- I. Resolution Setting Budget and Closing City Project No. 2019-09D - 64th Street Area Improvements
- J. Resolution Setting Budget and Closing City Project No. 2021-09D - Bryant Lane Area Improvements
- K. Resolution Setting Budget and Closing City Project No. 2021-01 - NWA Trunk Utility Improvements

- L. Resolutions Awarding Contract and Approving Budget for City Project No. 2024-09L - 2024 Ultra Thin Bonded Wear Course (UTBWC)
- M. Approval of Massage Therapist License
- N. Authorization to Submit CVB Grant Application for 2025 Recovery Grant From Explore MN
- O. Resolution Authorizing Easement Acquisitions for City Project No. 2023-08 - Babcock Trail Multi-Use Trail
- P. Pipeline Crossing Agreements with UP Railroad for City Project No. 2016-17 - 117th Street Reconstruction
- Q. Resolution Approving a Setback Variance for 10037 Barnes Trail
- R. Resolution Accepting \$4,000 in Donations for Fire & Police Departments

6. Public Hearing

- A. Consider a Variance from the Subdivision Ordinance to Allow Placement of a Shed in a City Drainage and Utility Easement at 7260 Bancroft Way

7. Regular Business

- A. Police Department UAS (Unmanned Aerial Systems) Policy and Related Budget Amendment
- B. Adoption of Preliminary 2025 Budgets & Tax Levies for Taxes Payable 2025
- C. Interim Use Permit to Allow a Park-and-Ride Facility at 6588 / 6600 Cahill Avenue
- D. 3rd Reading of Ordinance Amending City Code Related to the Sale of Tobacco and Nicotine Products
- E. 2nd Reading of Ordinance Amending City Code Related to Abatement of Nuisance (Hazardous and Diseased) Trees

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

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, August 12, 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, August 12, 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 Administrator Wilson, City Clerk Kiernan, Parks & Recreation Director Lares, City Engineer Merchlewicz, City Attorney Nason, Community Development Director Ziemer, City Planner Hunting, Finance Director Hove, Commander Otis, IT Manager Gade, Assistant Finance Director Hosszu, Fire Chief Thill, Assistant Fire Chief Bergum, Assistant Fire Chief Rosendale and Fire Marshall Oswald.

3. APPROVAL OF AGENDA:

Motion to approve agenda as presented and published by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

4. PRESENTATIONS:

A. Swearing in of Assistant Fire Chief of Operations Cory Rosendale

Fire Chief Thill introduced Corey Rosendale to be the new Assistant Fire Chief of Operations. Mayor Dietrich swore Rosendale in.

5. CONSENT AGENDA:

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, **Resolution 2024-145**

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 Bridget & Resolution Amending Technology Fund Budget, **Resolution 2024-146**

H. Resolution Approving a Joint Powers Agreement with Dakota County for County Project 28-69 (City Project No. 2024-16) – 80th Street Trail Gap, **Resolution 2024-147**

I. Award Contract and Adopt Budget Resolution for Reconditioning of Well No. 9 (City Project No. 2024-22), **Resolution 2024-148**

J. Resolution Approving Budget for Reconditioning of Well No. 5 (City Project Nos. 2024-04 & 2024-05), **Resolution 2024-149**

K. School Resource Officer Contract with ISD #199 for the 2024-25 School Year, **Resolution 2024-150**

L. Resolution Accepting Donation from River Heights Marina, **Resolution 2024-151**

- M.** Resolution Transferring Pavement Management Funds to Parks Capital Replacement Fund, **Resolution 2024-152**
- N.** Resolution Accepting Minnesota Public Facilities Authority (PFA) Loan for the Water Treatment Plant Rehabilitation Project, **Resolution 2024-153**
- O.** Approval of Conditional Use Permit to Expand an Existing Substation and Approval of a Variance from Fence Height Maximums for 2015 105th Street, **Resolution 2024-154 & 155**
- P.** Resolution Approving a Variance from Exterior Building Material Standards at 11300 Rich Valley Blvd., **Resolution 2024-158**
- Q.** Resolution Approving Charitable Gambling Premise Permit Application for Gambling Activity, **Resolution 2024-157**
- R.** Resolution Approving a Temporary Off-Site Gambling Permit for Moose Lodge #1088, **Resolution 2024-158**

Council Member T'Kach asked for 5L to be pulled from the Consent Agenda for discussion.

Motion to approve consent agenda items 5A - 5K and 5M - 5R by Murphy, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Council Member T'Kach said she was concerned about an interpretation of impropriety when a donation is accepted from a business and there are considerations for a long term contract with the business. There would be more benefit to have the fire department pay \$2,700 for a boat slip so there is no public interpretation of favoritism by the public. She wants to review what kind of guidelines there are in this type of situation.

Mayor Dietrich asked Attorney Nason if there was any conflict of interest.

Attorney Nason said she is not aware of a legal conflict of interest and is not aware of an existing policy relating to accepting gifts.

Administrator Wilson said the only policy is to present them to Council to be accepted and acknowledged publicly.

Attorney Nason said state statute require Council to accept and approve all donations.

Council Member Murphy said he understands Council Member T'Kach's point and asked if there is any history of this happening before. The fire department needs somewhere to put their boat.

Administrator Wilson said they have had the boat for approximately three years and River Heights Marina has donated a boat for two out of the three years the boat has been operational.

Council Member T'Kach said she believes they should have a gifts and donation policy for consistency.

Mayor Dietrich asked Administrator Wilson if there is any history of donations from developers. Administrator Wilson said she is not aware of any donations from developers during her time with the city. They have had one or two companies provide incline services for parks project. They have also had resident donations. The Parks & Recreation department receives donations

from businesses for things like the Holidays in the Heights programming and those are brought before the Council. Staff can provide a summary if Council would like one.

Council Member T'Kach said she thinks there is a difference when a donation is given for a sponsorship. It provides clarity and she would like further discussions.

Council Member Murphy said if this were the first year they were donating the boat slip he would think there could be an interpretation of impropriety. They are being fully transparent and if the Council decides yes, he thinks it is fine since there is a history of the donation. Murphy also said if there is no gift policy, establishing one would be a good idea.

Mayor Dietrich said it is Council's priority to cleanup ordinances so adding a gift policy could be added to the list. Administrator Wilson said staff will work on an ordinance.

Council Member T'Kach said her main concern is they have been in conversations with this business, and it is tricky. Even though it is not the first year, it is the first year it has come up. For \$2,700 it would be a clean slate.

Mayor Dietrich said she trusts the City's legal team and since there is no conflict of interest she asked for a motion.

Motion to approve consent agenda item 5L by Scales, second by Murphy.

Ayes: 4

Nays: 1 (T'Kach) Motion carried.

6. PUBLIC HEARING:

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

City Engineer Merchlewicz presented this item.

Action Items:

- Public Hearing for City Project No. 2025-09G - Bacardi Avenue and 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 and 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 with 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 the edge of road that function as ditches
- No defined storm water management
- Runoff runs along edge or collects in yards or driveways
- Utilities under the 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 roadway
 - Curb and gutter
 - 24 feet wide gutter to gutter
- Vacate 88th Street and create a turnaround at end of Bacardi Avenue
- 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 are paid by benefiting property owners per MN State Statute 429. Assessable improvements are street, storm sewer and storm water paid in part by benefiting 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 benefited 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:

- Street Improvements:
 - Assessment (55%) - \$143,223
 - City Portion - \$378,804
 - Total Assessment + City Portion - \$522,027
 - City Funding Source - Pavement Management - Local Streets (Fund 440)
- Storm Improvements:
 - Assessment (55%) - \$49,180
 - City Portion - \$211,178
 - Total Assessment + City Portion - \$ 260,358
 - City Funding Source - Stormwater Capital (Fund 531)
- Sanitary Improvement:
 - No assessment
 - Total City Cost - \$110,655
 - Funding Source - Sewer Capital (Fund 521)
- Watermain Improvements:
 - No assessment
 - Total City Cost - \$23,795
 - Funding Source - Water Capital (Fund 511)

- Total Project Cost:
 - Assessment (55%) - \$192,403
 - City Portion - \$724,432
 - Total Cost - \$916,835

The assessed rate is 55% of the total assessable street and storm costs for gravel road paving projects. The preliminary assessment is \$19,240.26 per single family residence. There are a total of ten single-family lots that are assessed on a uniform per parcel basis. The assessment term and interest are determined at assessment hearing per City policy. If they do a Special Benefit Analysis the maximum assessment is \$192,240.26 but would likely lower it. Compared to the value of the homes, \$19,000 is approximately 5-6% of the average home value which is higher than the usual assessment. The Special Assessment will be determined after the project is finished and the term is 15 years.

The feasibility report is that Project 2025-09G is feasible, necessary, cost effective and would benefit the properties in the project.

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 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 Information 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

Mayor Dietrich asked where the turnaround would be located and why they decided to do a turnaround and vacate 88th Street.

Engineer Merchlewicz said the turnaround will be at the northern end of the project area where 88th Street and Bacardi Avenue meet. It is the City's responsibility to control the rate, volume, and quality of stormwater. The project area is directly south of the NWA and the stormwater generated from this project will eventually get to Eagan. It would not be good to give them too much water too fast at a poor quality. They maintain and treat stormwater where they can. The turnaround will be towards the east and a pond towards the west. The pond will catch stormwater, clean out the sediment and then it will go into infiltration.

Council Member T'Kach asked for a typical project what percentage of the home value is the assessment. Engineer Merchlewicz said for a mill and overlay or full reconstruction the average assessment is 3.5-4.5% of the home value.

Council Member Gliva asked if the properties on the east side of Bacardi Avenue include the roadway. Engineer Merchlewicz said he does not believe the properties were platted. They have easement to have the road there.

Council Member Murphy asked what was unique about parcel 14. Engineer Merchlewicz said parcel 14 accesses directly to Aviary Path and will be assessed when Aviary Path is improved, they will be assessed.

Mayor Dietrich opened the public hearing.

Public Comment:

Dave Ahrens - 8810 Bacardi Ave - presented support.

Mark Jones - 8854 Bacardi Ave - said most residents are in favor of having the road paved but he is concerned about the cost. He would like to know what the special assessment will be and what the bidding process is.

John Kegler - 8868 Bacardi Ave - said he supports paving the road but does not understand the reasoning for vacating 88th Street and creating a turnaround.

Frank Steinhauer III - 8760 Bacardi Ave - said he supports paving the road. Many cars unnecessarily drive through the neighborhood creating a lot of dust.

Steven Monio - 8780 Bacardi Ave - said he supports paving the road because when it rains the street is muddy. There are also school busses that park there when they should not be.

Mayor Dietrich asked Engineer Merchlewicz to review the payment options for the special assessment. Engineer Merchlewicz said if the assessment was not paid in 30 days, the payment term would be 15 years.

Mayor Dietrich asked what the interest rate would be. Engineer Merchlewicz said the interest rate is 2% above the bond.

Mayor Dietrich asked for a review of the bidding process. This project aligns with another project and asks if they would use the same contractor. Engineer Merchlewicz said as a public agency they have to put it out for fair bidding and are bound to advertise for three weeks. They hope the contractor with the adjacent project would find value in bidding because they are already there.

The equipment there and there is no extra effort to get to the project and that would save money.

Mayor Dietrich asked what deciding factors led to the decision for a turnaround. Engineer Merchlewicz said they were told about the busses parking there but that was not a driving factor. Stormwater management was the biggest factor. This project is approximately \$1,000 per foot to reconstruct and to pave 88th Street would have added an additional \$310,000. Paving 88th Street would also remove the pond and stormwater features. The turnaround makes this more cost effective.

Mayor Dietrich asked if the pond would be filtering the water or controlling runoff. Engineer Merchlewicz said the pond would do both. There is a forebay on the pond that will filter the sediment in the first stage and infiltrate in the second stage. Engineer Merchlewicz said there was a question about how the Special Benefit Assessment works. The assessment amount is not given until the project is completed.

Mayor Dietrich asked if the project was approved at this meeting when would be the next opportunity residents had to weigh in. Engineer Merchlewicz said the next time this will come back to Council is to approve plans and authorize the ad for bids.

Mayor Dietrich asked if the residents will receive a mailer. Engineer Merchlewicz said yes.

Mark Jones - 8854 Bacardi Ave - asked how they provide an assessment cost before they have bids for the project.

Engineer Merchlewicz said they generate cost estimates based on prior bid costs. They pull from historical bid prices and like work that has been done in the area. Generally, their cost estimates have been a little bit higher, and they are lower once the construction bids come in.

Mayor Murphy asked why they decided on a hammerhead turnaround instead of a cul-de-sac. Engineer Merchlewicz said if they designed a cul-de-sac that would accommodate emergency vehicles it would be much larger and go into residents' yard. The hammerhead design accommodates emergency vehicles and does not go into the properties.

Council Member T'Kach asked if it is possible to do the Special Benefit Assessment analysis before ordering all of the drawings and specifications. Engineer Merchlewicz said it can be done at any time but if they decide to do it before ordering the project, it will delay the project and there will be potential missed opportunities.

Council Member T'Kach asked where the additional funds would come from if the Special Benefit assessment was lower than \$19,000. Engineer Merchlewicz said it would come from the Local Street Fund or the Storm/Sewer funds.

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

Ayes: 5

Nays: 0 Motion carried.

Council Member Scales said he went to the open house and appreciated the presentation.

Motion to approve Resolutions 2024-159 Accepting Feasibility Report and Ordering Improvement for City Project 2025-09G and Resolution 2024-160 Ordering a Benefit appraisal for City Project 2025-09G - Bacardi Avenue and 88th Street West Reconstruction by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR BUSINESS:

A. Rental Housing Licenses

City Administrator Wilson presented four rental housing licenses that have been reviewed by Staff and found to be eligible for licenses.

Motion to approve 4 Rental Licenses of 2454 49th Street E, 4868 Bivens Ct, 2275 80th Street E #308, and 7457 Borman Ave by T’Kach, Second by Gliva.

Ayes: 5

Nays: 0 Motion Carried.

B. Resolution Ordering Feasibility Study for 2026 Pavement Management Initiative Areas

Engineer Merchlewicz presented this item and said they normally put these through as a consent item, but they wanted to provide Council information on the 2026 Pavement Management Initiatives in advance. They have been trying to start their feasibility reports earlier. The action item for this meeting is to order feasibility reports for 2026 PMI project areas and award contracts for feasibility preparation. There are two areas, 2026 PMI North and 2026 PMI South.

Engineer Merchlewicz said if Council approves the feasibility reports they plan on moving forward with public outreach for the Blackberry Trail project in one month.

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)	

2026 PMI Construction Type

Street Area	Length (Miles)	Fix Type
52nd St. (Babcock Tr. To cul-de-sac)	0.52	FDR
Angus Ave & 56th St.	0.17	FDR
Alta Ave & 54th St.	0.22	FDR
Annette Ave	0.22	FDR
Audrey Ave & 58th Ct.	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)	1.01	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

Engineer Merchlewicz said one of the objectives for the consultant will be to group these areas into sensible areas for construction. They hope that will get better project prices, make it more efficient and cheaper.

Feasibility Preparation Contracts:

- Two Contracts:
 - 2026 PMI North
 - Alta/54th
 - Angus/55th
 - 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

Meeting Action Items:

- Resolution to Order Feasibility Reports for 2026 PMI Projects:
 - Initiating the Projects
 - Accepting proposals and awarding two contracts to SEH for preparation and 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 a simple majority to pass (3/5 vote)

Council Member T'Kach asked if the resolutions are approved tonight it puts all of the projects in motion and if the residents that will be affected were notified of this meeting.

Engineer Merchlewicz said it sets the feasibility in motion. The residents have not been notified and they do not want to notify unless Council approves. If Council approves the feasibility reports their outreach will begin and be much more extensive. They are planning three open houses for some of the FDR projects instead of just one.

Council Member T'Kach asked if all of the projects would be confirmed if Council approves the feasibility reports because they have invested money into them.

Engineer Merchlewicz said Council still has options once a feasibility report is done.

Council Member T'Kach said she thinks residents should be made aware if there is something coming to their area.

Engineer Merchlewicz said that is part of their CIP process. They have a CIP posted and the projects were presented to Council on July 15, 2024. Normally feasibility studies are a Consent Item. They limit time spent on notifications until they are sure a project will move forward. Once feasibility is engaged, they begin the preliminary process. There are steps and check points along the way.

Council Member T'Kach said she understands they want to know that the project is feasible before notifying residents, but most people are not reviewing the CIP budgets to see if a project is happening in their area. She asked if this had been in an Insights Newsletter or could be in a future one.

Administrator Wilson said these projects were not in a newsletter. If the projects were communicated prior to this meeting it is likely they would have received a lot of questions they could not answer until the feasibility studies were done.

Council Member Scales said if a developer said they were interested in a property they do not notify residents in the area until an application for development has been submitted. It is logical to notify residents after the feasibility reports are done. The notification process for Pavement Management is the same as the notifications for other initiatives. If they change the process for one initiative, they might have to change it for others.

Council Member T'Kach said the difference is that people would be assessed, and it would cost them money. Once there is a feasibility report she feels there is pressure to move forward because they have already spent money.

Council Member Scales said he understands that but does not like telling residents they might possibly do something one day and not be able to answer any questions.

Council Member T'Kach said if there was something in Insights it might be more visible.

Council Member Scales asked if they would do that for development also.

Council Member T'Kach said yes if there was an application for a development.

Council Member Gliva said she feels they have done a good job from where they were historically. They are notifying people earlier and they have a solid plan. She understands finance is a big point but without the feasibility report they cannot answer questions from residents.

Engineer Merchlewicz said they do respond to calls from residents who heard of the projects.

Motion to approve Resolution 2024-161 Ordering Feasibility Study, Accepting Engineering Services Proposal from SEH, and authorize preliminary engineering for 2026 Pavement Management Initiative Project (206-09X) Areas by Murphy, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

- 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

Parks and Recreation Director Lares presented this item.

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 the 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.

Director Lares said the selected option features interior color changing lights the full-length of the bridge and exterior color changing flood lighting the historic section only. The lights can change color or remain one color.

Council approved the final plans and specifications during the June 24, 2024 Council meeting. Staff were directed to advertise for bids. On July 17, 2024, a total of three bids were received.

Bid Results:

- Vinco, Inc. - \$467,348.05
- Total Const. & Equipment, Inc. - \$637,076.44
- Egan Company - \$1,637,048.37

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.

Council Member Gliva asked if there was a reason that the bid range was so wide.

Director Lares said this project is unique because it is on a historic bridge on the Mississippi River. Companies use different approaches and Egan Company bid the project with their current staffing to include nights and weekends hours for the employees. Their bid includes the overtime cost. Total Construction was considering renting a barge to be able to work on the bridge. Vinco, Inc. does have the experience working on bridges and have different ways to approach the product, which is why they were able to submit a lower bid.

Mayor Dietrich said she appreciates the letter of support from SEH.

Bid Results - Alternates:

- Alternate #1: Cabinet A modifications, white and color-changing archway lighting
 - Cost - \$20,657.26
- Alternate #2: Color-changing pier lighting
 - Cost - \$37,433.40
- Alternate #3: Extended Material Warranty (10 years)
 - Cost - \$23,298.00
- Alternate #4: Extended Labor Warranty (5 years)
 - Cost - \$21,800.00

Director Lares said 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 includes lighting improvements to the historic archway 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 (Fund401) to cover the difference of \$95,805.31. After reviewing the 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 additional \$95,805.31 could be taken.

Potential Overall Investment

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 Fund (Fund 401)	City
Amended SEH Contract	\$8,430	Park Capital 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

Director Lares said the original date for the grant to be filled is May, 2025. The contractor would meet this deadline.

Action Requested:

1. Adopt Resolution accepting the bid and awarding the 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.

Director Lares said staff recommends the adoption of both resolutions and approval of the amended contract with SEH for additional professional services.

Mayor Dietrich asked if the approval for Consent Agenda item G for the contract for Fiber Extension would cover the cost if they chose to do the entrance.

Director Lares said yes.

Council Member Scales said staff recommended not purchasing the extended warranty and asked what the standard warranty was. Director Lares said the standard warranty is traditionally one to two years for labor and five years for materials.

Council Member Murphy said the project is very clear and he continues to support it and asked why the railroad would not be responsible for cleaning the soil. Director Lares said he is not sure if they could clearly indicate who made the mess. They have to dig and remove the contaminated soil and replace with new soil. Any soil that is contaminated, they will have to be removed offsite and made sure it is managed appropriately.

Council Member T'Kach asked if they will start a fund for a potential need to replace the product if it needs major rehabilitation. Director Lares said they have not submitted a request for additional funds. The CIP process now has an allocation for Park Capital Replacement Funding. This fund would be accessed when needed.

Council Member Gliva asked if staff expect any future maintenance requirements. Director Lares said the concern in the area is Mayfly hatch season and the operating staff is currently addressing the Mayflies as they hatch. That will continue with the new lighting. They do not think there will need to be much adjustment based on how the light fixtures are oriented. Things happen and they will address them as needed. The lights on the interior are relatively inexpensive compared to the flood lighting.

Motion to approve Resolutions 2024-162 Accepting Bid and Awarding Contract to Vinco, Inc. for City Project 2024-19 Rock Island Swing Bridge Lighting Improvements and Resolution 2024-163 Approving Budget for City Project 2024-19 Rock Island Swing Bridge Lighting Improvements and approve amendment to contract with She by Scales, second by Murphy.

Ayes: 5

Nays: 0 Motion carried.

Ordinance Amending Various Provisions of the Title 10, Zoning Regulations Related to Multi-Family Residential Development

This item was presented by City Planner Hunting. Planner Hunting said this item was first looked at during the July 8, 2024 Council meeting. The changes are being made to multi-family districts and parking within the multi-family districts.

The proposed changes focus on:

- Combining sections for ease and clarity
- Updating some definitions
- Making densities allowed by zoning category consistent with the 2040 Comprehensive Plan
- Changing multi-family housing from a conditional use to a permitted use in certain zoning districts
- Updating parking standards
- Allowing more flexibility for unit and density mix in the Northwest Area

During the July 8th Council meeting Council was concerned with how staff were looking at regulating the density in the R-3 districts. They were focusing more on maximum density as opposed to putting limits on building size. Council asked staff to look at the R3-B density and establish a maximum number of units per building.

Planner Hunting said they researched ten other cities to see how their codes addressed building size in a medium density multiple family category. Many cities regulated by maximum number of units in a building and other cities had a maximum area. The ranges were 3-16 units per building. The current R3-B has a maximum of seven units per building. Planner Hunting reviewed past proposals for townhome developments and what has been approved. Typically, the buildings have six to eight units. Staff recommends having a maximum of 12 units per building in the R3-B zoning district. This gives developers more flexibility but does not allow a large size building that may not be appropriate for the area. Staff recommends approval of the ordinance as presented.

Council Member Murphy said the 12-unit maximum sounds good for R3-B zoning. His concern is about RC-3 zoning. There is a grid that prevents one massive building from being built and Murphy asked how that would be addressed in the new code.

Original Zoning District (Percentages Represent Maximums)

Uses	R-1C	R-2	R-3A or R-3B	R-3C	MU-PUD
Single-family <u>attached</u> dwellings	100%	100%	10%	10%	10%
Twin homes/two-family dwellings <u>duplexes</u>	30%	100%	30%	10%	15%
Multiple dwelling unit buildings (4 or fewer units)	10% allowed but no more than 4 units/building	30% allowed but no more than 4 units/building	100%	40%	100%
Multiple dwelling unit building (5+ units)	0%	0%	50%	100%	100%

Replacement Minimum Density

Residential	Minimum Density
R-1C	2 units/acre
R-2	3 units/acre
R-3A	4 units/acre
R-3B	8 units/acre
R-3C	12 units/acre

Planner Hunting said the RC-3 district is the highest density and assumes larger buildings. The current code has a maximum density of 22 units per acre and the comprehensive plan allows up to 35 units per acre. There was no maximum number of units per building in the current ordinance and they did not recommend a maximum.

Council Member Murphy said in the At Home development residents were able to have a voice because of the grid on page 19 and asked if removing the grid takes away the voice of the residents in the area or if it still works out to 35 units per acre.

Planner Hunting said the history of the table was trying to make sure there would be an allowed number of units in a development but flexibility to give the developer the higher end. When everything was originally approved it was focusing on providing enough developments per unit to pay for the sewer infrastructure costs. With the old grid developers could have 100% of their units in a large scale apartment building. The control on the mix of unit types was almost more restrictive on developments in the NWA compared to those outside of it.

Planner Hunting said they have established a maximum 12-unit building in the R3-B district and that was the district where the At Home development was being proposed. They proposed a 100-unit apartment building and that would still not be permitted in the R3-B district. They would have to develop it in an R3-C zoning and Council would still have the option to say it does not fit in the R3-B zoning.

Council Member Murphy said some Council at some time put the grid in place to better control the product that was being developed and asked if that was incorrect.

Planner Hunting said his understanding is that the table was put in place to allow more flexibility by allowing a combination of products in the zoning categories.

Council Member Murphy said the grid says that it represents the total maximum percentage of units, and he interprets it that in the RC-3 zoning, 40% of the buildings can be multiple dwelling buildings of 4 or fewer units and that is the maximum and asked if that was incorrect.

Planner Hunting said it was setting a more rigid standard when they intended to have some flexibility. The table put restrictions on developments and when the City created this, they were not receiving requests for developments with a mix of building types. Everything was either a development of townhomes, a development of single-family, or an apartment building. It was never a mix. The trends have changed, and developers are now wanting to build a development with a mix of apartment buildings, townhomes, and single-family homes. This sets limitations on the units per acre. If the developer is trying to build a large apartment building, they would have to request a rezoning and that gives Council more flexibility to regulate development.

Council Member Murphy said he is confused that the amounts are maximum and feels that they were put in place for a reason. They change the comprehensive plan and rezoning easily, and he does not necessarily trust the information given to them from developers. If there was no downside to leaving the table in the ordinance, he would like to leave it and maintain more control.

Council Member Gliva asked if keeping the grid allows for density to be more or less in a given development.

Planner Hunting said they would still be limited by a density maximum by the comprehensive plan category that the zoning would allow for. It does not allow them to ever exceed what the comprehensive plan allows. MDR is 8-12 units per acre and that corresponds most directly to the R3-B zoning. Apartment buildings would be hard with a cap of 12 units per building and they will mostly see townhomes.

Council Member Gliva asked if the table is less density than what the comprehensive plan intends.

Planner Hunting said the intent was to allow a mix of product type and still be aligned with the different zoning districts in the comprehensive plan. Prior to this table, developers could not build single-family or duplexes in combination with an apartment building in an RC-3 districts.

Administrator Wilson said the table was added to allow developers more flexibility and removing it is actually beneficial to the city. The way it is currently written has been burdensome and confusing even for staff and legal counsel to interpret and guide. The section they are discussing only applies in the NWA. In each increase in the density of the zoning district a developer could do everything they could do in a lower zoning district. In an R3-A district they could have up to a 4-unit building. In the R3-B district developers could build anything permitted in R3-A districts but can also build 12-unit buildings. In the R3-C districts they can develop anything in R3-A and R3-B but could also build an apartment building with no unit per building cap.

Administrator Wilson said page 17 of the ordinance states: "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." This is existing language and continuing language in the ordinance. Council will continue to have authority to approve a mix of products. The understanding of the issue Council had with the previous ordinance was there was not a unit per building maximum in the R3-B zoning which could permit a developer to build a larger apartment building than Council would want to see in an area zoned R3-B. They added the cap for 12-units per building so a developer cannot build a larger apartment building without Council approval.

Council Member T'Kach asked if the goal of the revision is to allow a mix of product types within each of the districts. She would like to see a maximum of 16-units per building in the R3-C to reduce the loss of green space and still allow a developer to meet the MDR requirement. T'Kach also asked why this was only in the NWA.

Planner Hunting said in the NWA there is always a minimum of open space that a developer has to provide. There are higher heights allowed because the intent was for developers to build vertical and not horizontal to reduce impervious surface and increase green space. The initial assumptions for developments in the NWA was to have a decent amount of units to pay for the city infrastructure.

Council Member T'Kach asked if the impervious surface is additive or total where 20% is building impervious surfaces and 40% total. Planner Hunting said they have to provide at least 20% open space in a development regardless of what type of product is being developed. The building coverage maximum is 20% and the impervious surface total maximum is 40%.

Administrator Wilson asked if there were any changes to regarding impervious surfaces. Planner Hunting said there were no changes to impervious surface requirements.

Administrator Wilson said everything that is listed about impervious surfaces is what is currently required. It is listed because they may be changing things around it and staff tries to give entire sections when they present an ordinance. The intention to go higher and save open space were intentions of the original NWA and none of that is being changed. The intent of these changes is to make it so the density in the zoning codes match the comprehensive plan. They have also proposed some changes to alleviate other areas that tend to cause confusion and significant hours of staff and attorney time to get an answer. Nothing in the proposed changes allow a taller building or more impervious space than is currently allowed. They are not fundamentally restructuring the entire ordinance.

Council Member T'Kach asked if 40% total impervious surface allowed including the building or if it is 20% impervious surface for the building and 40% additional impervious surface for a total of 60% in the NWA.

Attorney Nason said the maximum impervious surface including the building is 40%.

Council Member T'Kach asked if it would make sense to have the number of units per acre not overlap for different zoning districts.

Planner Hunting said they use the numbers from the comprehensive plan to be consistent but that could be reviewed for the next comprehensive plan. They have not encountered it to be an issue when reviewing development plans.

Council Member Gliva asked if they were leaving the R3-B zoning district to have a maximum of 12-units per building. Planner Hunting said that is what they are proposing.

Council Member T’Kach asked if this was the second reading of the ordinance. Administrator Wilson said there are not first, second and third readings on zoning code amendments. Once it has had a public hearing at the Council it only required one reading. If Council wants to review this again the appropriate motion would be to continue it and provide direction to staff for what they would like to see in the next meeting.

Motion to approve Ordinance 1482 amending various provisions of Inver Grove Heights City Code Title 10, Zoning Regulations by Scales, second by T’Kach.

Ayes: 4

Nays: 1 (Murphy) Motion carried.

Motion to approve Resolution 2024-164 approving Publication of a Summary of Ordinance 1482 by Dietrich, second by Scales.

Ayes: 4

Nays: 1 (Murphy) Motion carried.

D. LMCIT Insurance Renewal

Assistant Finance Director Hosszu presented this item.

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	20,048	-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%

Assistant Finance Director Hosszu said the Property, Mobile Property and Equipment Breakdown coverage went up because there was an appraisal done this past year.

Property/Casual - Additional Coverage Options:

- Liquor Liability - Insured separately for the golf course through Illinois Casualty Company. Coverage renews 1/1/25.
- Excess Liability - Quoted \$2 million limit for \$101,638. Other limits are available in \$1 million 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.

Assistant Finance Director Hosszu said 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. This does not include purchasing the additional optional excess liability policy.

Council Member Scales asked if they were to have a cyber-attack would this insurance cover it. Assistant Finance Director Hosszu said he would have to check if the returning of the funds would be covered. Any cost for forensics or consultants would be covered.

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 of risk associated with them

		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 and this is consistent with the prior year. 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. The Resolution does include the \$5,000 deductible option.

Motion to approve Resolution 2024-165 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 and Resolution 2024-166 approving League of Minnesota Cities Insurance Trust Policy Renewal for Workers Compensation for the coverage period of September 1, 2024 to September 1, 2025 by Gliva, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

E. Potential Use of State Funding for Public Boat Launch**Motion to accept Public Comment from Joe Harms into record by Gliva, second by Scales.****Ayes: 5****Nays: 0 Motion carried.**

Administrator Wilson presented this item. This was discussed most recently in the July 22, 2024 Council Meeting. In the 2023 legislative session there was an appropriation of \$1.2 million for a grant to Dakota County for adding a public boat launch along the Mississippi River between South St. Paul and Hastings. There are various administrative rules and regulations from the State that they will need to follow.

Administrator Wilson said Dakota County representatives have suggested 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 to be suitable for a boat launch. A possible public/private partnership has been 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 of law."
- A boat launch is a "Facility" - useful life of a Facility is 50 years
- 125% of 50 years is 62.5 years

Administrator Wilson said it could be looked at as a positive because the public could enjoy a boat launch for 62.5 years. It is difficult to come up with an agreement and the legally binding relationship between the City and a privately owned entity for 62.5 years is difficult. It would need to be binding through potential changes of ownership or closure of the business. It would also likely need future capital investment in the 62.5 year time period.

Council asked staff to look at the City-owned lands along the river again. Council Member Scales, Administrator Wilson and Parks and Recreation Director Lares toured the area by water and land on July 29, 2024. Administrator Wilson said they looked at the northern edge of Heritage Village Park and land on either side of the Rock Island Swing Bridge and it did not seem feasible. The cost to develop the areas would be much more than \$1.2 million.

Administrator said she had visited Riverfront Park and did not think it was a viable option until she looked at it a second time. Riverfront Park is located at 7782 River Road and is 3.75 acre but bisected by River Road. It is bordered by the Mississippi River on the east and railroad tracks on the west. There is quite a bit of tree cover, and some topography change between the railroad tracks and where River Road sits. There are single-family homes to both the north and south of Riverfront Park.

If Council is interested in exploring Riverfront Park 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 work above
- Estimate will take them until mid-September to complete, dependent on DNR availability
- Would have to be City-funded
 - Park Development or Park Capital Replacement
 - Host Community Fund

Administrator Wilson said the email that was accepted into record was from one of the local marina owners expressing an interest to continue to talk about a public/private partnership despite it being required for 62.5 years. Staff have the same concerns regarding a public/private partnership. If they are unable to use the money, they need to let Dakota County know so they can have a reasonable amount of time to utilize the grant.

Mayor Dietrich asked what a reasonable timeframe would be.

Administrator Wilson said she does not know the timeframe. The city or county has to enter into a grant agreement with the state by June, 2025.

Mayor Dietrich asked if the county has indicated a date they would need to know.

Administrator Wilson said they have not given a date.

Mayor Dietrich asked if they could get a date.

Administrator Wilson said she can ask but has asked before and has not gotten an answer. They say they want to make sure the city has exhausted its options.

Council Member Scales said having the chance to view the area by boat put the project into perspective for him. It made it easier to eliminate areas that he thought had an opportunity. After viewing the other sites, when they got to Riverfront Park it was the first place, he thought the public boat launch could be a possibility. He said he likes the idea of going ahead with the study. He thinks they have through the fall to make a decision. The money for the study is money well spent to determine if they can or cannot make the project work. He said he would recommend taking the next step and have a firm yes or no.

Council Member Gliva asked if the SEH report would give them information on where the boat launch would work if it did not work at Riverfront Park.

Administrator Wilson said she does not believe so. It is a very site specific look at the cost of building a public boat launch at Riverfront Park. It would include dredging, amounts of payment, tree-removal, and other site specific things. SEH does have the expertise to assist the city if they chose to continue discussing a public/private partnership, but it would be a different project.

Council Member T'Kach said at one point she thought Riverfront Park would be good for kayaks and canoe type activities but changed her mind after conversations with the Council. Riverfront Park is the only lengthy park they have along the river that is mostly quiet. Putting a boat launch

dramatically changes the nature of the park and there are no other options to recreate nature somewhere else and will respectfully vote no.

Mayor Dietrich asked what the next step would be if another marina wanted to do a public / private partnership and what direction staff can give to them about incurring some of the cost for their own studies.

Administrator Wilson said they could notify the existing marina owners in town. There are three larger marinas and one smaller marina near Heritage Village Park and another marina around 102nd Street. Staff could send letters to the marina owners advising them of the opportunity and if they wanted to present a plan for providing a DNR compliant boat ramp they can submit a plan to Council for review.

Mayor Dietrich said it would give them an opportunity if they were interested.

Council Member T'Kach said she thought they eliminated the option of a public/private partnership because of the complicated contracts and the 62 year timeframe. If they could have it on public property it would be great. Residents do have access to other boat launches but they are not free. They have not had anything in their park plans calling for a boat launch and knowing the county has a plan for a boat launch it does not make sense to her to go down the path of a public/private partnership.

Administrator Wilson asked what Council would like staff to do next.

Council Member T'Kach said she thinks they should tell the county they should go another direction, and she is worried about the county having enough time for another project.

Council Member Gliva said they have plenty of time.

Mayor Dietrich said they did not seem too concerned with time because they have not provided a date, but she wants to be respectful and decide soon.

Council Member Gliva said she did want to be respectful also, but they did receive an email and there is a possibility a public/private partnership could work, and they should be thorough.

Council Member Scales said they have one chance to hit the river and Inver Grove Heights is unique that they have a lot of land along the river. They have been working on Heritage Village Park and they have more work to do but are moving along. He believes Heritage Village Park and the river are a focal point for the city and the residents deserve to know what can go there. The river access is not just an amenity for Inver Grove Heights, but it is a regional amenity and can be a draw for the surrounding area residents. The study is well worth the cost to find out if Riverfront Park is an option.

Council Member Gliva said she agreed that they were underutilizing their river access and whatever they decide as a Council, they need to take advantage where they can.

Council Member Scales said he is not against a public/private partnership and would like to look at both options.

Mayor Dietrich likes the idea of contacting local marina owners because there would be no cost to the city. They should also listen to residents and the letter came from a resident. She would like time to think about the cost of the report and needs to know what would not be able to happen because the \$18,400 is spent on the report.

Administrator Wilson said the SEH quote will expire some time but not before their next meeting. Staff will bring it back on the regular agenda at the next meeting if that is what Council wants.

Council Member Murphy said he thinks \$18,400 is worth it, Inver Grove Heights was born on the river and residents deserve Council looking at all options.

Administrator Wilson said staff will bring this item on the regular agenda in two weeks and engage with existing marina owners. She asked if the expectation were that the marina owners would bring a proposal to them rather than staff using city resources.

Mayor Dietrich said that was her thought.

Council Member T'Kach said she would want to see an example of terms of a contract, so the City's legal department is not starting from scratch.

Administrator Wilson said the City's legal council would be involved in contracts but would want to find out who is interested and what improvements would be needed to their boat launch. A public boat launch would need to be ADA compliant and does not know the extent that the existing marinas currently comply with.

Council Member T'Kach said they would want to ensure the private owner understood that there is more back office paperwork and retention requirements because they are public information.

Mayor Dietrich said they can take that offline and she can send those ideas to Administrator Wilson.

Tabled until August 26 for approval for SEH proposal and price quote for the possibility of a public boat launch located at Riverfront Park, 7782 River Road.

F. 1st Reading of Ordinance Amending City Code Related to the Sale of Tobacco and Nicotine Products

Attorney Nason presented this item.

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 in 2023
- 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

Attorney Nason said the intent of the ordinance is to have the mandatory first time violation be a minimum \$300 civil penalty. The police department requested clarity because there is language in the section that says any of these grounds shall be grounds for revocation of a license but when looking at the language for a first time violation it is presumed to be a just a financial penalty. They asked to clarify that a first time violation may be grounds for more significant actions.

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.

#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.

Attorney Nason said an example would be if there was a business that was routinely having individuals under the age of 21 selling licensed products to other individuals also under the age of 21, council could add an additional condition of the license that they cannot have anyone under the age of 21 selling licensed products. It was the intent of the ordinance to permit the Council to impose non-monetary, non-revocation based license modifications for a violation and the modified language clarifies it.

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

Attorney Nason said there is language in the alcohol section that says each violation of the license is a separate violation. In the liquor context someone does a compliance check and finds that someone sells an alcoholic drink to someone under 21. They ask to see the server training log and find out the server was not trained. That would be two violations of the license. This language clarifies that those types of violations also constitute separate and distinct violations.

3. Requires that all license holders implement seller training upon a license violation
 - Similar to alcohol server training requirements

Attorney Nason said in the current liquor license section it is a requirement for all businesses to have server training for anyone who serves or sells alcoholic beverages. That language does not exist in the tobacco ordinance section. Council could require sellers to implement training, but staff have proposed to require training if there is a violation.

4. Clarifies that the City Council will be holding hearings related to license violations

Attorney Nason said the original language said the City Council or whoever they designate could be in charge of the hearings. This clarifies that it will be the City Council.

5. Removes non-criminal section

- No clear process for this hearing
- Police issuing a petty misdemeanor citation to sellers over 21 years of age

Attorney Nason said in the current code there is a non-criminal \$50 penalty if the seller is between the ages of 18 and 21 and sells a licensed product to someone under the legal age to purchase the product. There is no hearing or opportunity to be heard before the penalty is imposed. Staff are requesting to remove the non-criminal penalty from the code.

Mayor Dietrich asked what entity would be in charge of training for tobacco. Attorney Nason said there are many different programs, and the business is able to choose which one they would like to use, and the police department would confirm if it met the standards. The training would need to cover all of the topics in the code.

Mayor Dietrich asked if the police department would review the program before it was approved. Attorney Nason said they would be involved in the process and approve the training.

Council Member Gliva asked if the County required training before the City took over the process. Clerk Kiernan said the County did supply a form to complete their training. They would fill out the certificates.

Council Member Gliva asked what happens to someone who is between the ages of 18 and 21 and they sell to someone under 21. Attorney Nason said it would be a violation against the business. There was a push to decriminalize the sale of the products and put the focus on the establishments that are authorized to sell the products. The City does have the ability to impose stricter requirements, but the state statute does not have a penalty for sellers between the ages of 18 and 21.

Council Member T'Kach asked if the police chief could provide information before the next reading about impending cannabis sales and if the City would be responsible for enforcement. Attorney Nason said they can review it and provide Council information. She attended a webinar by the Office of Cannabis Management and there are different areas where city and state entities will be responsible for monitoring the sales. The city focus will mostly be on a zoning ordinance and city ordinance violations. Nason will contact the chief before the next meeting to provide more information.

Motion to approve the first reading of an Ordinance amending IGH City Code Title 4, Chapter 12 Related to the Sale of Tobacco and Nicotine Products by Gliva, Second by T'Kach.

Ayes: 5

Nays: 0 Motion carried.

G. 1st Reading of Ordinance Amending City Code Related to Abatement of Diseased and Nuisance Trees

Attorney Nason presented this item.

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 abatement procedures for diseased and hazardous trees

City Code Revisions:

1. Clarify that Dead, Diseased, and Hazardous Trees 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 will constitute a public nuisance under Section 5-8-4 of this code.
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
3. Clarify Language in Section 5-8-6 Related to Abatement
 - Add 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

Attorney Nason said Council is requested to consider a first reading of the ordinance included in the Council packet.

Council Member T'Kach asked if there is a definition of the Control Zone. Attorney Nason said there is a definition of it in the ordinance. Whether a diseased or hazardous tree is in a control zone or outside of a control zone, it can still be abated.

Council Member T'Kach asked if a resident would be required to remove a diseased or hazardous tree in the middle of a bunch of other trees on a large lot residential lot. Attorney Nason said there are provisions that prohibit having these kinds of diseased trees on the property. If it is in the back of the property, it is unlikely anyone would know other than the homeowner. They are seeing more diseased trees in the heavily populated areas of the City and that is what they are trying to control.

Council Member T'Kach asked if the whole city was part of the ordinance. Attorney Nason said yes, the whole city is part of the ordinance, but she will need to see how a control zone is defined.

Council Member Scales asked to clarify that this is for hazardous trees that could cause damage to property or people, not trees that could fall in the woods. Attorney Nason said there are

hazardous trees and diseased trees. A tree is not considered hazardous if it has a limb problem unless it has the potential to cause personal injury or property damage.

Council Member Scales asked if they would be asking residents with 20 acres of land to remove 500 ash trees. The cost of having to do that would be hundreds of thousands of dollars and that is not fair to a property owner. Attorney Nason said the City Code says a diseased or hazardous tree can be abated. If the concern is the language in the code does not mean that a diseased tree outside of a control zone can require abatement, she will review the ordinance and make sure that is what it is saying. As it is written it says if there is a hazardous tree on any property, the forester could require a resident to abate it.

Council Member Scales said there are areas in the city where you can see the ash trees dead everywhere. People own large acreage properties, and it is not possible for a homeowner to fund the removal of those trees in a timely manner. He wants to make sure they do not require owners with a lot of these trees to have an unrealistic time frame. Attorney Nason said the intent was not to create a large and expansive diseased tree abatement program. She will review the language change and broader code with the forester and ensure this does not expand what already exists in the code.

Council Member Scales said he wants to understand this better. The ash borer has already spread everywhere it is going to spread and requiring removal of these trees when they cannot spread it any further does not make sense. Attorney Nason said she will talk to the forester and have clearer language at the next reading.

Council Member Scales said the cost could easily be \$500 to \$1,000 per tree.

Mayor Dietrich said Parks and Recreation Superintendent Brian Swoboda could present one of the readings. He is very well versed in this, and his wisdom would be appreciated. Attorney Nason said he can be at the next meeting.

Council Member T'Kach said she thinks it is potentially more expensive to remove trees in developed area of the City and asked if the abatement costs would be added to the resident's property taxes. Attorney Nason said if the City incurs the cost to remove the trees, the cost would be an assessment charged back to the property.

Council Member T'Kach asked if it would be similar to assessments for roads where it could have a payback period of 10 or 15 years if it is a certain amount. Attorney Nason said the current abatement policy is the total amount is due and payable in the next year's taxes. It is an option for them to explore.

Council Member T'Kach said she spoke with a resident who had multiple ash trees they needed to remove, and they had gotten bids up to \$40,000. They are willing to take the trees down, are not able to pay \$40,000 to do so and were wondering if it could be put on a payment plan.

Council Member Scales said he would like to hear from the forester because there is no value in taking down an ash tree that is not a danger to somebody because the ash borer has already spread and removing the tree does not stop the spread of it. He does not want to require residents to pay an extreme cost to take down trees that are not spreading it any further.

Council Member T’Kach said she is referring to hazardous trees that have the potential to cause personal injury or property damage.

Mayor Dietrich asked if they should continue this.

Council Member Scales said they could approve the first reading knowing they will have more information at the next meeting.

Motion to approve first reading of an Ordinance amending IGH City Code Title 5, Chapters 8 and 9 related to Abatement of Diseased and Hazardous Trees by T’Kach, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

8. PUBLIC COMMENT:

Brook Williams – 3535 78th St. E – said she is requesting an environmental impact statement for development on the Lund property and other vacant land around the Canvass Development 1401 70th St. E. These properties are larger than 80 acres. Williams is concerned about the wetlands in the area and potential contamination as well as rising costs to homeowner’s insurance.

9. MAYOR AND COUNCIL COMMENTS:

7I. CLOSED SESSION to Discuss an Offer to Purchase City-Owned Properties

Motion to move into closed session pursuant to Minnesota Statute Section 13D.05, Subdivision 3(c)(3) to consider offers or counteroffers for the sale of multiple City-owned properties (Pinkville) located north of the City’s southern border with the City of Rosemount, west of Albavar Path and east of City-owned Woodland Preserve by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Motion to move out of Closed Session and back into open session by T’Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

10. ADJOURN:

Motion to adjourn the meeting at 9:59 p.m. by T’Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sara Lyons

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, August 26, 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, August 26, 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 and Scales; City Administrator Wilson, City Clerk Kiernan, Parks & Recreation Director Lares, City Engineer Merchlewicz, City Attorney Nason, Community Development Director Ziemer, Assistant City Planner Botten, Finance Director Hove, Fire Chief Thill, Commander Otis, and Finance Director Hosszu.

3. APPROVAL OF AGENDA:

Motion to approve agenda as published by Murphy, second by Scales.

Ayes: 4

Nays: 0 Motion carried.

4. PRESENTATIONS:

5. CONSENT AGENDA:

- A.** Approval of the Minutes of the August 5, 2024 City Council Work Session
- B.** Approval of Disbursements, **Resolution 2024-168**
- C.** Personnel Actions
- D.** Assignment of Antenna Lease Agreement – Arbor Pointe Water Tower, **Resolution 2024-169**
- E.** Resolution Approving a Variance from the Fence Height at 1260 105th Street, **Resolution 2024-170**
- F.** Resolution Approving a Plat, Conditional Use Permit, Vacation of Certain Easements, and Development Contract for Expansion of a Car Dealership at 1290 50th Street, **Resolution 2024-171, 2024-172, 2024-173, & 2024-174**
- G.** Resolution Approving Charitable Gambling Premise Permit Application for Mississippi Pub, 4455 65th St. E., **Resolution 2024-175**
- H.** Request for Donation to IGH Days Fireworks Display

Council Member T’Kach asked to remove 5H from the consent agenda to be discussed by Council.

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

Ayes: 4

Nays: 0 Motion carried.

Council Member T’Kach said they donated last year, and she is not sure if it should be an item on the consent agenda. Last year, the Inver Grove Heights Days Foundation came before Council and said they needed additional money because they had a higher expense of fireworks than anticipated. She asked if this would be a standing expense to the City or if there was something else that was not in the agenda packet that they should be aware of. Administrator Wilson said the City has been contributing to IGH Days for many years. The amount established for the donation was done in 2017 or 2018. The additional request for donation was due to the increase in costs of fireworks and not a result of an unplanned incident and it was something out of their control.

Council Member T’Kach said she thinks they were planning \$5,000 and the cost went up beyond their initial plan. Administrator Wilson said their display was around \$10,000. Local businesses also sponsor the event with the City providing approximately 50% of the cost. They had said the City typically gives 50% of the cost and the costs have gone up so they were asking the City to still contribute 50% of the current cost.

Mayor Dietrich asked if anyone was present from the Inver Grove Heights Days Foundation, and no one was present.

Motion to approve consent agenda item 5H by T’Kach, second by Scales.

Ayes: 4

Nays: 0 Motion carried

6. PUBLIC HEARING:

A. Temporary Premise Expansion for On-Sale Liquor License Holder Inver Grove Brewing Co.

Clerk Kiernan said Inver Grove Brewing has applied for two one day premise expansion for on-sale liquor licenses for events on September 6, 2024, in conjunction with Inver Grove Heights Days and September 29, 2024. The permit would allow them to serve alcohol beyond its normal boundaries of operation for a defined date and timeframe. The site map in the application identifies the parking lot as the area where the alcohol will be served for the events. The application has been reviewed and approved by the Building Inspections, Planning, Fire and Police departments and staff recommends holding the public hearing and approving the licenses for September 6 and September 29.

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

Ayes: 4

Nays: 0 Motion carried.

Motion to approve temporary premise expansion for two (2) One day events on September 6 and September 29, 2024 by Murphy, second by Scales.

Ayes: 4

Nays: 0 Motion carried.

B. Consideration of New Corporate Officer for Liquor License Holder Outback Steakhouse of Florida, LLC

Clerk Kiernan said Council is asked to consider a new corporate officer, William Healy, for Outback Steakhouse Inc. premises at 5723 Bishop Avenue, holder of an On-Sale and Sunday Liquor License. They have requested a change to their corporate officers which will amend their On-Sale and Sunday Liquor License for the location at 5723 Bishop Avenue in Inver Grove Heights. The applicant has paid the fees as required by City Code and provided all of the necessary documentation for the officer change. The Police Department conducted a background investigation on William Healy and found no basis for denial of the officer change.

Motion to close public hearing by Scales, Second by T’Kach.

Ayes: 4

Nays: 0 Motion carried.

Motion to approve New Corporate Office of On-Sale Liquor License holder Outback Steakhouse of Florida, LLC by Scales, second by Murphy.

Ayes: 4

Nays: 0 Motion carried.

7. REGULAR BUSINESS:

A. Consider Variances from Exterior Building Materials and Setbacks for 7280 Dickman Trail

Mayor Dietrich said her company has a business relationship with the applicant and to avoid any appearance of conflict of interest she will not participate in discussion and will abstain from voting.

Associate Planner Botten presented this item. The request is for property located on the east side of Concord Boulevard and west of Dickman Trail. It is zoned I-1 which is the limited industry district. The applicant is requesting a variance from the exterior building material and side setback requirements to allow a hoop structure about 22 feet from the side of the property line. City Code requires a 40 foot setback from all property lines for structures in the industrial district. The hoop structure does not comply with exterior building material requirements because it does not have a poly type roof.

The property is three parcels totaling approximately 16 total acres. The structure is on the northern 3.58 parcel and was installed in 2020 without a building permit. The building is about 1,200 square feet in size.

The intent of the code requirements are to require commercial and industrial buildings to be constructed with high grade material for aesthetic and valuation purposes. There do not appear to be unique circumstances on the property to allow for the encroachment into the side setback or not to comply with exterior building standards.

Staff’s Recommendations:

- Planning Commission: At the August 20, 2024, public hearing, the Commission unanimously recommended denial of the setback variance due to the lack of practical difficulty.
- The Commission also unanimously recommended denial of the exterior building material variance due to the lack of practical difficulty, with the recommendation to Council to consider amending the ordinance to allow certain hoop structures in industrial districts.
- Staff: Staff concurs with the Planning Commission recommendation and recommends denial of the variance request based on the fact the applicant has not demonstrated practical difficulties with the code requirements or a reason why he is unable to comply with the minimum standards.

Assistant Planner Botten said there are two denial resolutions in the packet, one for side setbacks and one for the exterior building materials. Council could approve one and not the other. If there is a denial recommendation, they will need to set a timeline for when the structure should be removed. It is a 3/5th vote for the variance.

Council Member Murphy asked if two of the three Council Members voted in agreement would be considered 3/5th.

Attorney Nason said it is 3/5th of the Council. There are only three Council Members voting so the vote would need to be unanimous.

Council Member Scales asked if the material requirement is the same in industrial and residential zoning.

Assistant Planner Botten said no, they have different requirements, and she can review some of the requirements if he has specific questions.

Council Member Scales asked what the difference is for siding material in residential zones compared to industrial zones.

Assistant Planner Botten said the code in the commercial industrial districts require at least 50% of the exterior vertical surface be consistent and have a combination of the following materials: brick, sculpture block, panels, wood siding, steel, aluminum, or vinyl lap siding on natural stone. Some agricultural districts allow hop structures depending on lot size and uses of the hoop structure.

Council Member Murphy said he drove by the building but was unable to get a good look at the building. He asked if the material on the hoops was in good shape.

Assistant Planner Botten said she had not been on the property to inspect it. There was not a permit requested when it was being constructed so there have been no inspections. It was constructed in 2020, and she would assume it is in good condition.

Council Member Scales said he knows the requirements but thinks it fits the product they are using it for and the neighborhood. He does not have a problem with the material but has a concern with the property line. He saw the building and said it is a nice looking hoop building. He would like to see the requirements in industrial areas and would like to see the material included because he thinks it works well for the product.

Council Member T’Kach said she agrees with Council Member Scales. The issue of the side yard setback is a bigger issue that she cannot condone. They could have applied for a permit and would have known the requirement was a 40 foot setback and requested a variance if they wanted to. She does not have a problem with the materials.

Council Member Murphy said he agreed also, the setback bothers him but the building in that location does not. He said they should look at the code and see if the requirement for business versus residential is a significant practical difficulty that they could stand on that.

Attorney Nason said there are a number of issues and if the will of the Council is to revisit the code provisions in respect to the building itself and the materials, the Council could provide the applicant with a substantial amount of time to bring the building into compliance. Staff could revisit the ordinance about the building materials which may give the applicant time to move the structure somewhere else onsite. If Council denies the variances, they can include the condition that the applicant has some period of time to remove the structure or bring it up to code.

Council Member T’Kach asked if they wanted to review the building materials if it would just be for the commercial industrial districts or all districts.

Attorney Nason said Council can direct staff to look at just commercial industrial zoning districts or all of the potentially applicable zoning districts.

Council Member Scales said he would prefer to look at just the industrial zones.

Mayor Dietrich asked Assistant Planner Botten how many inquiries they get about hoop structures. Assistant Planner Botten said they do not receive many inquiries because a lot of these structures get put up without permits. There are some code enforcement actions that are on hold to see if there will be a zoning code amendment, if they will need variances, or if they are going to have to remove the structures.

Mayor Dietrich asked if clearing up the code would help with code enforcement. Assistant Planner Botten said she did not review all of the structures that are in violation and does not know if they are all in industrial districts. It would also depend on what kind of performance criteria Council would be looking at. She does not know if it would take care of all of the outstanding hoop structures that are in Inver Grove Heights.

Motion to approve Denial Resolution 2024-176 Denying a variance from the side setback requirement and 2024-177 Denying a variance from the exterior building material requirement for the address of 7280 Dickman Trail and allow the applicant until June 2025 to comply with code by Murphy, second by Scales.

Ayes: 3

Nays: 0

Abstained: 1 (Dietrich) Motion carried.

Community Development Director Ziemer asked if this will apply to all potential structures that are existing or just this structure.

Council Member Murphy said it was just for this one structure but if they revisited the code, it would address the other structures. Director Ziemer said there are a few structures that have code enforcement actions being reviewed and asked if they should pause the enforcement actions or deal with them one at a time.

Council Member Murphy said he would be inclined to deal with them one at a time.

Council Member Scales said there is a big difference between industrial and residential districts and does not want to do a blanket motion for the city. He would also like to see them done one at a time. Director Ziemer said he was thinking of just the industrial districts.

Council Member T'Kach said she agreed, and the focus should be on industrial districts.

B. Consider a Variance for a Fence in the Front Yard at 6202 Concord Blvd

Associate Planner Botten presented this item. This request is for a property located east of Concord Boulevard and west of Heritage Village Park. The railroad is along the east property line, and it is zoned I1, limited industrial.

Action requested:

- A variance to allow a 72 inch fence (6 feet) in the front yard whereas 48 inches (4 feet) is the maximum height.
 - The code allows for up to a seven foot fence on the side and rear of the property
- Proposed chain link fence complies with the 75% clear visibility requirement
- Fence is proposed to be located up to the front property line, abutting the sidewalk
- The gate would be 30 feet back from the property line, providing safe access to and from Concord Boulevard
- Location of fence could comply with setback requirements; applicant would lose some on-site parking.
 - Complies with setback requirements on the side and rear of the property

Assistant Planner Botten said the owners have said the gate would be left open for business hours and only closed after hours for security purposes.

Recommendations:

- Planning Commission: At the August 7, 2024, public hearing, the Commission recommended approval of the variance with the two conditions listed in the resolution with the practical difficulty being city code has the same fencing requirements in all districts and commercial and industrial properties have different fencing needs compared to residential properties (6-2).
- Staff: Staff do not support the Planning Commission recommendation. Although fencing is a permitted accessory use, the applicant is able to satisfy the minimum zoning standards. The proposed fence would not fit the character of the area as other nearby fences comply with code requirements. Therefore, staff does not see it as practical difficult to allow a 6-foot fence in the front yard and therefore recommends denial of the as presented.

- If the variance is approved, staff recommend the fence be located at least five feet from the front property line for pedestrian safety and snow removal.

Assistant Planner Botten said the applicant is present.

Mayor Dietrich asked if the applicant wanted to speak to Council.

Applicant Nick Morter - 6202 Concord Blvd. - said he represents Landscapes Unlimited, and they purchased the property earlier this year. They have been making improvements to the site and would like to secure the property and the equipment on the property on site. The current city code does not make a distinction between residential and commercial or industrial property. Currently they can have a 4-foot fence right up to the front property line. A 4-foot high fence does not serve the purpose for their needs of providing a decent barrier for security.

Morter said if they were to comply with the 30-foot setbacks it would create 30 feet of space that would be difficult to use and create safety issues for their trucks and trailers. Their preference is to have the fence up to the property line to allow all of their vehicles to park within the fence and use the property to its fullest extent. If they are allowed to put the fence on the property line, they are committing to maintaining the sidewalk throughout the winter months.

Council Member T'Kach said she has driven by the property, and it seems it is employee parking up front and asked if there is a reason they could not have the fence 30 feet back and maintain the employee parking outside of the fence.

Morter said they could have the fence 30 feet back and have employees park between the fence and the sidewalk, but their preference is to have employees park inside of the fence. Employees park their vehicles and then get into their trucks and trailers to go to sites. They would prefer to have their cars and possessions secured inside the fenced area during business hours.

Mayor Dietrich said she agrees with the Planning Commission and fence heights in residential and commercial zoning districts should be reviewed. The setbacks seemed reasonable in the discussion the Planning Commission had.

Council Member T'Kach said she has a hard time with the variance to the 30-foot setback. Businesses to the south have fences and are able to comply with the setback requirements. She does not believe there is so much crime that the employees' vehicles would be unsafe. 6-foot high fences make the area less appealing, and they are trying to bring more housing to the area and believes a 4-foot fence would be sufficient. She agrees with staff's recommendation that the fence should be at least five feet from the sidewalk because the city or county will still be going down the sidewalk on Concord Boulevard to clear the snow.

Council Member Scales said he is ok with the 6-foot fence in an industrial district, but he is concerned with it being on the property line up to the sidewalk. Vehicles exiting would have to pull on to the sidewalk to see around the fence to exit the property. If the variance is approved, he would prefer a 5-foot setback but thinks industrial districts need a little more than residential in terms of fence height and would like to have the code reviewed.

Council Member Murphy said he does not see any fences near the property line on Concord Avenue. He agrees with the Planning Commission that there is a difference between residential and industrial districts. He does not support the fence on the property line but does support a 5-foot setback. There are streetlamps that are there, and it is nice the owner is volunteering to clear the sidewalk, but it may not last forever. He supports the 6-foot fence with a 5-foot setback.

Mayor Dietrich asked Council if they agree with the Planning Commission's determination of practical difficulties.

Council Members Murphy and Scales said yes, they agree with the determination of practical difficulties.

Mayor Dietrich asked Administrator Wilson if Council Member Gliva had shared any feedback on this item.

Administrator Wilson said Council Member Gliva said she agreed with the Planning Commission's recommendation for denial, but the Planning Commission's recommendation was for approval, so she is unsure of how to interpret the message.

Council Member T'Kach said she does not disagree that commercial and industrial needs are different than residential needs but thinks it may be more appropriate to review the codes and have the applicant resubmit the request once the code revision is done. She does not see the practical difficulty just because there is a difference in the codes, and it is not a rational reason or hardship.

Motion to approve a variance to allow 6 feet in heights whereas 4 feet is the maximum height allowed with a setback of 5 feet from the sidewalk in the front yard for 6202 Concord Blvd by Scales, second by Murphy.

Ayes: 3

Nays: 1 (T'Kach) Motion carried.

C. Potential Use of State Funding for Public Boat Launch (continued)

Administrator Wilson presented this item. Administrator Wilson said the 2023 Legislature provided a grant to Dakota County to add a public boat launch along the Mississippi River between South St. Paul and Hastings. Dakota County representatives have suggested the County would pass the funding through to the City of IGH. The City did not have plans for building a boat launch and have limited riverfront property in city-ownership. They started discussing a possible public/private partnership.

Staff learned from the DNR that in order to do a public/private partnership the agreement must be for a term that is equal to or greater than 125% of the useful life of the real property. A boat launch is considered a facility, and the useful life of a facility is 50 years. The agreement would need to be for 125% of 50 years which equals 62.5 years.

Staff sent a letter to the five known marinas in Inver Grove Heights per Council's direction. They received a response from one, the River Heights Marina, and they are interested in

continuing discussions. The discussions would take the form of the state funds being invested in improvements to the boat launch to make it compliant with state requirements for a public boat launch. In return, use of the boat launch would be accessible to the public at no cost for 62.5 years. The site has to be reviewed for historic or archaeological factors. A design of improvements proposed to be paid for with state funds would need to be submitted to the state for their approval. If Council would like to pursue this option, staff requests authorization for consulting services not to exceed \$18,400.

Administrator Wilson said another alternative available is looking at the city-owned property again. Staff focused on Riverfront Park. It is a challenging site and is only 3.75 acres. River Road bisects the property, so they do not have the total acreage to build the boat launch. There are single-family residential homes to the north and south and staff would expect potential opposition to the boat launch because of the need for trailering in boats and parking there for the day. They have not done any community outreach.

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 approximately 6 weeks to complete, dependent on DNR availability
- Would have to be City-funded
 - Park Development or Park Capital Replacement Fund
 - Host Community Fund

Administrator Wilson said the state appropriation is a firm \$1.2 million and if the cost to build the boat launch exceeded that, the City would have to find the additional funds to complete the project.

The third option would be to notify Dakota County that they do not have a use for the funds, and they would try to find a county project. Staff are asking for direction on which path they would like to pursue.

Council Member Murphy said they are a river city, and the boat launch belongs in Inver Grove Heights. He would hate to give up that amount of money. \$18,400 is a lot of money but it is a cost of doing business and finding out if this is going to work and he believes the Host Community fund is the proper place from which to take the funds.

Council Member Scales agreed with Council Member Murphy. He thinks Riverfront Park will work and he would regret it if they did not try to see if it were feasible. It is a lot of money, but they are a river city, and he thinks it is a shame they are not able to access the river.

Council Member T'Kach agreed they are a river city but disagrees with pursuing the Riverfront Park option and said trying to shoehorn in a public boat launch will basically destroy the park. She said she thinks the pursuing a public/private partnership with River Heights Marina is a better option and people are familiar with the area. She thinks that they might just have to let the county know they do not have an option but would like to explore the public/private partnership option.

Council Member T'Kach asked if the City would have to pay for the design work with a public/private partnership. Administrator Wilson said there is nothing that says they have to pay for it, but they have to provide information to go along with a grant application. It is not a competitive grant, but they still have to complete something similar to a grant application. River Heights Marina has worked with contractors for dredging in the river before, but not does not have an existing relationship with an engineering firm that could provide proper documentation. The City will have to step in with some funding that a small business would not have at their disposal.

Council Member T'Kach asked if it were a similar cost to look at the design for River Heights Marina as it would be to contract with SEH for the Riverfront Park area. Administrator Wilson said yes, the cost would be similar. If they did not need all of the money, they would not spend it, but they would partner with SEH and use their expertise towards the potential partnership. Council would authorize an amount not to exceed that and staff would partner with SEH.

Council Member T'Kach said they have a lot of development along the river and adding a public boat launch to an existing marina makes more sense than taking away from the river frontage they do have.

Council Member Scales said he thinks they are jumping ahead. They need to figure out if something can or cannot be done. The study will tell them if it can be done. If they are unable to do the boat launch, he wants to be able to tell residents why. If they can build it in Riverfront Park, he thinks it will be a good addition and recommends moving forward with the study.

Council Member Murphy said he wants the residents to have access regardless if it is a public/private partnership or Riverfront Park. He was concerned that if they pursued a public/private partnership and it did not work, they would not have time to pursue Riverfront Park before the state took the money back.

Mayor Dietrich asked if Council Member Gliva had any comments. Administrator Wilson said she did not. Administrator Wilson said they are considering pursuing one or the other. It would take time and money to pursue either option. If they pursued both, the cost would be \$36,000 and staff would look for direction from Council as to which option they would want to pursue.

Mayor Dietrich said she does not want to spend \$36,000. She would like to see the public/private partnership because it is already existing and some of the groundwork is already there. It is ADA compliant.

Council Member Murphy said the public/private partnership does not bother him, but he is worried about the business owner backing out at the last minute.

Council Member Scales said he has concerns but does not care where the boat launch is as long as they can provide access. Every time they talk about the public/private partnership there are a lot of concerns, and it will be too late to look at a park they already own. He thinks they should look at what they own first before moving on to something else.

Mayor Dietrich said she respects Council Member Scales opinion but is concerned the Riverfront Park option is going to be unaffordable and there will be constituents that do not want a boat launch there.

Council Member T'Kach said she has concerns about staffing costs and maintenance when a city owns a boat launch. In a public private contract, she thinks more of it would fall on the owner. An analysis would need to be done for staffing if they were to build a boat launch on city-owned property.

Council Member Scales said he does not care where it is but has concerns if they can make a public/private agreement work. The boat launch is cement and there is a big park next to it so picking up and maintaining the area should not be a problem. He is concerned about getting through the legal work. He is happy with either option if there is a chance at success. They have a lot of river property, and they should be able to put a public boat launch. It is possible it cannot be done.

Council Member T'Kach asked if staff had an idea of how long it would take to have a draft of a contract. Administrator Wilson said they have struggled to find other public/private partnerships of this kind. This is inherently embedded within the operation of the private business.

Attorney Nason said it would take some time to look at what the contract would need to entail. There is a lot of due diligence that needs to be done. It would take some time.

Council Member Murphy said he does not care if it is public/private or Riverfront Park. There is support to explore the public/private partnership and asked if staff has time to reach out to the owner and get dates and decisions made. Administrator Wilson said staff understand the urgency of whichever path they choose. Staff will make an effort to do that but there are multiple parties involved. They may have questions for their insurance carrier also. It could take 8 to 10 weeks to receive answers. If Council wants to pursue the public/private partnership there will have to be discussions about maintenance at the marina to determine if the city or owner is responsible for paying for items such as parking lot rehabilitation.

Mayor Dietrich said those types of things can all be negotiated. Administrator Wilson said yes, they need to understand what the city's position is going to be and what the Council sees as reasonable.

Council Member Murphy said he fully supports the public/private partnership.

Mayor Dietrich asked if Administrator Wilson had enough information to move forward.

Administrator Wilson said Council can make a motion to direct staff to pursue a public/private partnership with the River Heights Marina and authorize staff to use up to \$18,400 from the Host Community Fund for consulting services as needed.

Council Member Murphy said he would make the motion.

Mayor Dietrich said she did not have a motion in the agenda packet. Administrator Wilson said there is not a motion in the packet, but staff needs direction.

Council Member Scales said he supports the public/private partnership.

Council Member T'Kach said they do not know if they can make this work, but this would explore that option with SEH. Administrator Wilson said SEH would likely attend meetings with Council and the private partner, visit the site and maybe sit in on calls with staff from the DNR or other relevant parties. SEH would help identify what needs to be done to have a boat launch that state funds can be invested in.

Council Member T'Kach said residents do have access to the river through a public boat launch for \$8 to \$10. She agrees with spending up to \$18,400 with SEH to look at the opportunities with a public/private partnership.

Council Member Murphy said he hopes they are able to get this done quicker in case they have to shift to another direction.

Mayor Dietrich asked what the motion would be. Administrator Wilson said the motion she suggested is a motion to authorize staff to spend up to \$18,400 from the Host Community fund for consulting services from SEH to guide them in the public/private partnership and in negotiating that and identifying what needs to be done.

Motion to authorize staff to spend up to \$18,400 from the Host Community Fund for consulting services from SEH to guide them in the public/private partnership and identifying what needs to be done by Murphy, second by Scales.

Ayes: 4

Nays: 0 Motion carried.

D. 2nd Reading of Ordinance Amending City Code Related to the Sale of Tobacco and Nicotine Products

Commander Otis presented this item. Dakota County previously issued licenses for the sale of tobacco and nicotine products and delivery devices. The City adopted an ordinance and took over the licensing of tobacco products starting in 2024. The first round of license compliance checks was completed, and the police department has requested clarifying revisions to existing code language.

#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 a 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.

#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
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
3. Requires that all license holders implement seller training upon a license violation
 - Similar to alcohol server training requirements
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

Commander Otis said staff had questions emailed to them that he would like to address. The first question was if the financial penalty in 4-12-10 was high enough to make a difference to the business. The City has civil penalties that are in line with other municipalities that have tobacco and nicotine ordinances. Minnesota law provides specific penalties outlined in the state statute. The first violation is a \$300 civil penalty, second violation is a \$600 civil penalty and the third or any subsequent violations within a 36 month timeframe is a \$1,000 civil penalty. The City's ordinance is in line with those violations.

Commander Otis said there was a suggestion about training that covers a violation. When a person applies for a license, they have to identify the training that they have done and how they have done it. There are four items in the ordinance that have to be included in the training.

- Information regarding the laws pertaining to the sale of licensed products
- The rules for identification checks

- Responsibilities of the establishment selling licensed products
- Verification of age, forms of identification and forms of false or misleading age identification

Commander Otis said the last question was if there is a process in place to help staff properly identify those businesses that are applying for licensing provide training for the staff. The violations would require an establishment show them the standard that the business uses for training.

Council Member Murphy asked if the questions were submitted from residents.

Commander Otis said the questions were from Council.

Council Member T'Kach asked if there are two violations found at the same time if they would receive a \$300 penalty or would they also receive the \$600 penalty for the second violation.

Attorney Nason said if they have two violations, they would both be considered 2nd penalties instead of considering them a 2nd and 3rd penalty. They have combined two 2nd penalties and imposed a \$1,200 civil penalty and a two day suspension.

Commander Otis said in the past Council has chosen to combine the penalties into one penalty for alcohol compliance checks.

Motion to approve second reading of an Ordinance 1483 Amending City Code Related to the Sale of Tobacco and Nicotine Products by Scales, second by Murphy.

Ayes: 4

Nays: 0 Motion carried.

C. 2025 Budget Update & City Administrator's Recommendations

Administrator Wilson presented this item.

Agenda:

- Recap Impact of 4.55% Tax Levy Increase
- Updates
 - Changes since July 15 & Aug 5 work sessions
 - Staffing recommendations
- Working toward adoption of the 2025 preliminary levy & preliminary General Fund budget in two weeks

Administrator Wilson said once the city adopts a preliminary levy in September, it can be lowered prior to final adoption but it cannot be increased.

Citywide Tax Levy by Fund

Fund	2022	2023	2024	2025 Preliminary
General Fund	\$ 22,916,070	\$ 24,856,311	\$ 26,971,103	\$ 28,566,191

General Fund - Tax Abatement		33,000	182,880	183,300
Pavement Management	2,550,000	2,900,000	3,045,000	2,934,750
Debt Service	2,519,316	2,545,484	2,542,411	2,547,632
Total Levy	\$ 27,9385,386	\$ 30,334,795	\$ 32,741,394	\$ 34,231,873
% Change from Prior Year	7.1%	8.4%	7.9%	4.55%

Administrator Wilson said the General Fund Levy supports wages, benefits, supplies and all of the things that keep most of the departments running. The Tax Abatement levy is required based on a previous City Council granting a tax abatement for The Crossings development. There was a partial abatement in 2023 because the building was only partially built when it was assessed. The Pavement Management Levy went down for 2025 because of a change in how they account for some funds. The Debt Service Levy remains consistent because they have not added to the debt in a number of years.

What is Funded in the General Fund?

What's Included	What's Not Included
Administration & Mayor/Council	Community Center Funds*
City Clerk & Elections	Debt Service Funds*
Communications	Host Community Fund
Finance	
Community Development	Golf Course
Planning	Utilities (Water, Sewer, Storm)
Inspections	Convention & Visitor's Bureau
Police	
Fire	* these are not part of the General Fund, but they are levy-supported Funds
Engineering	
Streets & Street Lighting	
Parks & Recreation	
Transfers - to EDA & Parks Capital	

General Fund by Function

	2024 Approved Budget	2025 Proposed Budget	\$ Difference	% Change
General Government	\$ 3,359,700	\$ 3,466,110	\$ 106,410	3.17%
Police	11,846,756	12,352,519	505,763	4.27%
Fire	6,464,364	6,748,831	284,467	4.40%
Community Dev.	2,259,475	2,332,850	73,375	3.25%
Public Works	4,956,955	5,045,095	88,140	1.78%
Parks & Recreation	3,566,235	3,682,760	116,525	3.27%
Transfers Out	484,515	771,240	286,725	59.18%
Total	\$32,938,000	\$34,399,405	\$1,461,405	

General Fund – Transfers Out

	2024 Approved Budget	2025 Proposed Budget	\$ Difference
EDA	\$ 169,515	\$ 177,990	\$ 8,475
Parks Capital Replacement	\$ 315,000	\$ 593,250	\$ 378,250

For several years, the City has made two transfers from property tax revenues to support the ongoing maintenance and replacement of park assets:

1. Transfer from General Fund levy to Parks Capital Replacement
2. Transfer from Pavement Management levy for paved surfaces within parks (i.e., parking lots and trails at City parks)

Administrator Wilson said the work at South Valley Park has been funded by the Parks Capital Replacement fund, with the exception of a grant from the DNR.

For 2025, staff is recommending combining these into one transfer for improved simplicity and transparency.

General Fund Budget by Function

	2024 Approved Budget	2025 Proposed Budget	\$ Difference	% Change
General Government	\$ 3,359,700	\$ 3,466,110	\$ 106,410	3.17%
Police	11,846,756	12,352,519	505,763	4.27%
Fire	6,464,364	6,748,831	284,467	4.40%
Community Dev.	2,259,475	2,332,850	73,375	3.25%
Public Works	4,956,955	5,045,095	88,140	1.78%
Parks & Recreation	3,566,235	3,682,760	116,525	3.27%
Transfers Out	484,515	771,240	286,725	59.18%
Total Budget	\$32,938,000	\$34,399,405	\$1,461,405	
Minus Other Revenues	-\$5,966,897	-\$5,833,214		
Amount Levied for General Fund	\$26,971,103	\$28,566,191	\$1,595,088	

Administrator Wilson said they do have other revenues which will add \$5.8 million to the General Fund budget leaving \$28,566,191 to be levied.

Citywide Tax Levy by Fund

Fund	Adopted 2024	Proposed 2025 Preliminary
General Fund	\$ 26,971,103	\$ 28,566,191
General Fund - Tax Abatement	182,880	183,300
Pavement Management	3,045,000	2,934,750
Debt Service	2,542,411	2,547,632
Total Levy	\$ 32,741,394	\$34,231,873

% Change from Prior Year	7.9%	4.55%
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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	739,552	733,514
2019A G.O. Bonds	176,585	187,635	188,475	189,105
Total	\$2,519,316	\$2,545,484	\$2,542,411	\$2,547,632

Administrator Wilson said they levy for five of the six debts. The 2020A G.O. Bond has been paid for with the Closed Bond Fund and staff recommend the use of the fund to pay for 2025 and the bond will be paid off in 2025.

Pavement Management Fund

Annual Revenue	2024 Adopted	2025 Proposed	% Change
Tax Levy	\$ 3,045,750	\$2,934,750	
Transfer out for Parks Pavement	-\$250,000	\$0	
Subtotal	\$2,795,750	\$2,934,750	+5%
Franchise Fees (Gas & Electric	\$1,100,000	\$1,111,000	
State Aid - Maintenance	\$450,000	\$500,000	
New: Transportation Advancement Aid (TAA)	\$0	\$100,000	
Transfers In - Host Community	\$500,000	\$0	
Total Annual City Funding for PM	\$ 4,845,750	\$ 4,645,750	-4%

Administrator Wilson said they had been transferring money from the Host Community Fund to Pavement Management to be able to pay cash for the City's share of Pavement Management Projects and not take on more debt. Staff had originally planned to reduce the amount of transfer from the fund but are recommending ending the transfer.

Pavement Management Fund

Annual Funding for PM in 2025	\$ 4,645,750
Project Specific PM Revenues for 2025 (assessments, transfers from Utility Funds, use of State-Aid Construction \$, etc.)	\$ 14,006,175
Total 2025 Revenues	\$ 18,651,925

Total Proposed Expenditures for 2025	(\$18,170,063)
Remaining Funds added to the PM Fund balance (at year end 2025)	\$ 481,8632

Administrator Wilson said 2025 is a lighter year in construction projects and there are some bigger projects in the years following. The goal is to have the levy be stable or just increasing at a modest steady rate.

Citywide Tax Levy by Fund

Fund	Adopted 2024	Proposed 2025 Preliminary
General Fund	\$ 26,971,103	\$ 28,566,191
General Fund - Tax Abatement	182,880	183,300
Pavement Management	3,045,000	2,934,750
Debt Service	2,542,411	2,547,632
Total Levy	\$ 32,741,394	\$34,231,873
% Change from Prior Year	7.9%	4.55%

Impact of 4.55% Citywide Tax Levy Increase on Median Valued Residential Property (\$349,500)

Proposed Citywide 2025 Tax Levy	\$ 34,231,873
Increase (%)	4.55%
Change in Tax Rate	1.65%
2025 Median Valued Property*	\$ 349,500
Annual change in City Taxes (for \$349,500 median property)	\$69,75

*In 2024, the median valued property was valued at \$341,950

Administrator Wilson said cities in Minnesota do not set a tax rate. They levy an amount and then it is divided over the tax base and the end result is a tax rate.

Changes from Previous Draft:

- Utilize Fund Balance for one-time purchases/needs
 - Police - utilize one-time public safety dollars for state seal changes & new honor guard uniforms
 - Police - utilize City Facilities fund balance to pay for updates to police department spaces (2025 = year 2)
 - City Clerk - remove recodification project and consider potential carryover of unspent 2024 general fund dollars to pay for project
- 2025 Employee Health Insurance
 - 1st draft budget had an estimate of a 10% increase in 2025 health insurance costs
 - Updated version has actual renewal data incorporated
 - Average increase of 6.2% (across the City's 3 plans)

- Implement smaller increase to Fire Department's Central Equipment allocation than originally shown

2024	2025 - 1st Draft	2025 - Modified
\$856,200	\$1,482,800	\$1,382,800

- Based on updated inflationary recommendations from equipment vendors
 - Allows for better phase-in of increases for future capital costs
- Assume a 50% decrease (\$50,000) to Town Square cable franchise revenue to allow for future consideration of an adjusted 2025 revenue share plan
- Other minor, immaterial, adjustments between departments and accounts made during budget reviews

Administrator Wilson said the budget reductions allow some staffing requests to fit in the budget.

Original Staffing Requests:

- Police Department - 3 additional police officers
- Fire Department - 3 additional FT firefighters
- Communications - 1 additional FTE
- Additional dollars for position reclassifications, additional hours, interns

The Fire Department has been going through a change over the past few years from being entirely paid on-call to being a hybrid department of both FTE and paid on call. They have had 14 new fulltime positions added over the past six years. The Police Department has added six new staff positions over the past six years. The Communications Department has added 1 FTE and one 0.625 FTE. The current staffing is two FTE assigned to Communications and 0.625 FTE assigned to the Parks & Recreation Department.

City Administrator's Recommendations:

Staffing Recommendations (4FTE's)

- Police Department - 3 additional police officers
 - 5-year phased approach like SAFER savings plan, using Police's share of one-time public safety dollars
 - 2025 levy impact of \$78,000
- Fire Department - 1 additional FT firefighter
 - 2025 levy impact \$128,000
 - Additional firefighters could be considered if the City is awarded a new SAFER grant
 - Future years would consider adding 1 FT firefighter/year in years 2026 & 2027
- Additional \$45,000 spread across all departments for additional hours, position reclasses, interns

Administrator Wilson said the Police Department has submitted a grant request, but they have not heard if they have received the grant. If they receive the grant, they could reduce the levy by the amount of the grant prior to final adoption. Administrator Wilson recommends using the One-Time Public Safety Aid to phase in the cost of the officers. The

Fire Department works in shifts of three, but it does need to be levy supported and they could consider adding one per year over the next three years.

Proposed Use of One-Time Public Safety Aid

	2025	2026	2027	2028	2029	Total
Cost of 3 Officers	\$390,000	\$409,500	\$429,975	\$451,474	\$474,047	\$2,154,996
Levy	\$78,000	\$163,800	\$257,985	\$361,179	\$474,047	\$1,335,011
State Aid	\$312,000	\$245,700	\$171,990	\$90,295	\$0	\$819,985
	20% / 80%	40% / 60%	60% / 40%	80% / 20%	100% / 0%	

- Also recommending one-time uses of less than \$100,000 in 2025 PD budget.
- Already spent \$243,750 to close gap on purchase of new fire engine, \$64,613 on new radios for the Fire Dept., and \$35,744 on new motors for the Fire Dept. boat
- Remaining unallocated One-Time Public Safety Aid, if above use is approved would be approximately \$250,000.

Administrator Wilson said with the addition of the staffing recommendations, the increase in the budget is 4.55%. Staff plans to have a preliminary tax levy ready for adoption in two weeks. Council needs to decide what they want for a preliminary tax levy. Finance Director Hove and Administrator Wilson recommend the preliminary levy to be set at an increase of 4.55%. If Council would like to consider a 4.0% increase, they will have to find areas in the budget to cut. They could also consider a 5.0% increase, and they would have additional funds to allocate to other priorities.

	4.0% Increase	4.55% Current Draft	5.0% Increase
Proposed Citywide 2025 Tax Levy	\$ 34,051,050	\$ 34,231,873	\$ 34,378,464
More / (Less) than current draft	(\$180,823)	n/a	\$146,591
Change in Tax Rate	1.06%	1.65%	2.14%
Annual change in City Taxes (for \$349,500 median property)		\$69,75	

Mayor Dietrich asked if Council Member Gliva had any input. Administrator Wilson said Council Member Gliva had some questions about the use of the one-time money to pay for staffing and wages. The table was not in the packet so hopefully it will help. They do not usually spend one-time dollars on employee wages and benefits, but this is a large amount of money from the state that they have to spend on something public safety related. The Police Chief identified the greatest need as people.

Council Member Gliva also asked if they were waiting a SAFER grant and it made sense to commit to hiring one FTE for the Fire Department. Administrator Wilson said they were waiting on a SAFER grant. The preliminary levy is not committing to the staff positions but allowing for the possibility of them. They can remove the money prior to final adoption of the budget and no steps will be taken towards hiring until final adoption. If they do not include the funding, they do not have an option of hiring unless the grant is received.

Council Member Scales thanked staff for keeping the rates down and he thinks residents will appreciate it.

Council Member T'Kach asked to review the use of the One-Time Public Safety Aid and how it would impact the levy over the next few years. Administrator Wilson said the levy for 2029 would be \$474,047. The amounts are not cumulative.

Council Member T'Kach asked if the numbers reflected included the SAFER grant. Administrator Wilson said the SAFER grant is for the fire department. The police department also applied for a grant (COPS). If they receive the grant it pays for approximately 1/3 of the salary and benefits for the new officers.

Council Member T'Kach asked if staff would have a pie chart showing the levy broken down by departments. Administrator Wilson said it is coming but they had not talked about the utility budgets. They will have it later in the fall.

Council Member T'Kach asked if the levy differs between commercial and residential. Administrator Wilson said it is different between residential and commercial and it also differs house to house. The \$69.75 increase is for a residential homestead valued at \$349,500.

Council Member T'Kach asked if the percentage would be 4.55% across the City. Administrator Wilson said no, different properties appreciate at different rates. Staff can provide more data at the next meeting if Council wants to see how values are changing in other property types.

Council Member T'Kach said she understands the dollar amount would change but asked if the tax rate would change depending on the type of property. Administrator Wilson said the tax rate of 50.961 would be the same across all types of properties but the rate of change varies. They use the median value homestead as a baseline.

Council Member Murphy said he likes the adjustments that have been made and he has no problem support 4.55% levy increase.

Mayor Dietrich said she would like to see 4.50% and asked how adding one additional firefighter would help alleviate the staffing need. Administrator Wilson said the current schedule for FTE works perfectly until someone is sick or needs to take the day off. When they have a firefighter out, they either have another firefighter work overtime or have someone from the administrative staff fill in. Adding one firefighter would allow for one shift to have flexibility. The other two teams would still be in need of overtime or administrative staff is one is not able to work. The administrative staff is trained to work as a firefighter, but they would be unable to do their regular job. If Council wanted to alleviate the staffing concerns for two of the teams, they could authorize the hiring of two full-time firefighters midway through the year. It costs the same on next year's budget but they are committing to funding two fulltime firefighters the following year.

Mayor Dietrich asked if they could get a comparison of the overtime cost and a fulltime firefighter. Administrator Wilson said they can provide the comparison for Council. If they are just looking at the budget, overtime will be less expensive than adding an additional person because they would not have to provide them with a benefits package, and everything

needed for the job. When firefighters have to fill in for someone else, they are often working for 48 hours straight. It has a lot of impact on the employees' physical and mental health, which is what they are trying to alleviate.

Mayor Dietrich asked if it would be similar for the staffing of the police department. Administrator Wilson said if they hired two FTEs for the police department, they would not be hired to work overtime. They would make a choice between the functions that the Chief is recommending. One of the officers would be added to the strategic response group working on compliance and looking for trends. The second person would allow for the creation of a sergeant to oversee their investigations team. The third person would be used for community engagement. Staff would seek the Chief's recommendation if they were to get two officers.

Mayor Dietrich said she was also factoring in the wages for a second SRO if the referendum passes and asked if that is the budget. Administrator Wilson said if the referendum passes, they would be responsible for covering three months of the officer's salary. Staff are proposing to use opioid settlement funds for the cost because an emphasis would be for drug prevention activities in the school. The opioid settlement funds could fund the salary for six to seven years before they would need to consider a levy.

Council Member T'Kach asked if the additional officers would need vehicles. Administrator Wilson said the Chief said they would not need additional squad cars.

Mayor Dietrich said the Public Works breakroom consists of dilapidated furniture and asked if in the \$45,000 they could make their breakroom welcoming and comfortable.

Council Member Murphy said he would support updating the Public Works breakroom. Administrator Wilson said they have a study underway for a remodel, but it is in the very early stages of the study and any significant investment is still several years away. Staff will talk to the street and park superintendents.

Council Member T'Kach asked if funds could be moved from one department to another if they did not use their entire budget. Administrator Wilson said there are some funds that are use restricted based on where the money came from but otherwise yes. They try to carry unspent funds over to a future year. The funds are allowed flexibility in the type of expenses as long as they do not go over the department budget. Changes that affect the total amount for the department are presented to Council.

Council Member T'Kach asked what fund the money would come from if they were to consider a raise for Council. Administrator Wilson said they did not include a raise for Council in the 2025 budget because they did not receive any direction to Council to include it. They would have to look at the General Fund balance to pay for it. Council can only vote to change wages prior to an election. If they do not adopt an ordinance to change the salary by the second meeting in October, they would not be able to revisit it for two years.

Council Member T'Kach asked if there is a way to integrate a cost of living raise into Council salary. Administrator Wilson said they could adopt an ordinance that was structured to include a cost of living raise. Administrator Wilson said they will provide follow up to

Council's questions at the next meeting. Staff will continue in the direction of a 4.50% - 4.55% levy.

8. PUBLIC COMMENT:**9. MAYOR AND COUNCIL COMMENTS:**

Council Member Scales said IGH Days are coming up and it will be a week of festivities.

Mayor Dietrich invited the public to South Valley Park ribbon cutting/grand opening from 6 p.m. to 7:30 p.m. on Tuesday, August 27, 2024. Hometown Meats will be providing hotdogs and hamburgers for residents free of charge.

10. ADJOURN:

Motion to Adjourn at 8:08 p.m. by Scales, second by Murphy.

Ayes: 4

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sara Lyons



Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: September 9, 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 August 21, 2024 – September 3, 2024.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of August 21, 2024 – September 3, 2024. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$604,552.88
Special Revenue	89,586.38
Debt Service	-
Capital Projects	1,138,256.32
Enterprise	117,315.15
Internal Service	62,600.32
Escrows	10,018.62
Total - All Funds	\$2,022,329.67

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 9.9.2024
2. Council Disbursements

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

RESOLUTION NO. 2024-180

**RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF August 21, 2024 -
September 3, 2024.**

WHEREAS, a detailed listing of disbursements for the period of August 21, 2024 - September 3, 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	\$604,552.88
Special Revenue	89,586.38
Debt Service	-
Capital Projects	1,138,256.32
Enterprise	117,315.15
Internal Service	62,600.32
Escrows	10,018.62
Total - All Funds	\$2,022,329.67

Approved by the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Expense Approval Report

By Fund

Payment Dates 8/21/2024 - 9/3/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
BJORKLUND COMPENSATION ...	00004656	08/22/2024	Grade/Job evaluation	101.1120.000.5310	75.00
MN RECREATION AND PARK A...	10893	08/22/2024	P&R Staff to Annual MRPA M...	101.4200.000.5340	34.50
MN RECREATION AND PARK A...	10893	08/22/2024	MRPA Annual Awards Banquet...	101.4300.459.5340	189.75
RIVER HEIGHTS MARINA	11550	08/22/2024	Fuel for Boat 2	101.2200.000.5405	459.28
MN FIRE SERVICE CERT BOARD	13061	08/22/2024	firefighter II testing for recruits	101.2200.424.5340	882.00
UNIFIRST CORPORATION	1410080139	08/22/2024	Streets Uniforms	101.3200.000.5175	52.21
UNIFIRST CORPORATION	1410080139	08/22/2024	Parks Uniforms	101.4200.000.5175	22.00
CONSERVATION CORPS MINN...	15057	08/22/2024	7.2024 Corps services	101.4200.000.5310	12,400.00
FIRST IMPRESSION GROUP	157963	08/22/2024	Postage for mailing to residen...	101.4300.459.5325	168.64
FIRST IMPRESSION GROUP	157963	08/22/2024	NWA parks grand opening pos...	101.4300.459.5333	410.00
FIRST IMPRESSION GROUP	158398	08/22/2024	Summer special events postca...	101.4300.459.5333	190.00
FIRST IMPRESSION GROUP	159193	08/22/2024	Coffee Mugs for Commissione...	101.1000.000.5190	606.25
FIRST IMPRESSION GROUP	159575	08/22/2024	Coin award nomination invites	101.1300.000.5333	340.00
ULINE	180474072	08/22/2024	Evidence Supplies - bags & tags	101.2000.000.5190	1,655.58
ULINE	181373222	08/22/2024	Credit for evidence supplies	101.2000.000.5190	-1,272.00
KENNEDY & GRAVEN	182836	08/22/2024	General City Business	101.1000.000.5305	9,105.06
CITY OF WEST ST. PAUL	2024-00000093	08/22/2024	Entrance fees for Field Trip- C...	101.4300.452.5343	149.20
CITY OF WEST ST. PAUL	2024-00000100	08/22/2024	2nd QTR 2024 volunteer expe...	101.1120.000.5310	4,565.81
MINNEAPOLIS OXYGEN CO.	20327339	08/22/2024	Refill oxygen tanks at fire stati...	101.2200.000.5405	151.43
DAWN LANNING - HHH RANCH	24-13	08/22/2024	Horse camp contracted service	101.4300.452.5310	3,960.00
THE APPAREL LAB, LLC.	248407	08/22/2024	Tactical polo for Makres	101.2000.000.5175	45.00
4IMPRINT	27846115	08/22/2024	Jr Officer Sticker Roll	101.2000.000.5182	182.33
ASPEN MILLS	337629	08/22/2024	Firefighter pants	101.2200.000.5175	49.95
MAYER ARTS INC	3569	08/22/2024	Musical theater camp contrac...	101.4300.452.5310	1,600.00
MINNESOTA TOTAL REFRIGER...	37463063	08/22/2024	Service call to fix ice machine	101.2000.000.5405	1,729.99
MOR GOLF & UTILITY, INC.	47987	08/22/2024	golf cart rentals for South Vall...	101.4300.459.5430	300.00
MOR GOLF & UTILITY, INC.	47987	08/22/2024	golf cart rentals for South Vall...	101.4300.459.5430	300.00
HOLMES DESIGN, INC.	5556	08/22/2024	Design needs 6.2024	101.1300.000.5310	1,338.75
HOLMES DESIGN, INC.	5560	08/22/2024	design needs 7.2024	101.1300.000.5310	1,531.25
HANSON SPORTS LLC	58776	08/22/2024	Contracted service for Skyhaw...	101.4300.452.5310	77.40
HANSON SPORTS LLC	58976	08/22/2024	Contracted service for Skyhaw...	101.4300.452.5310	516.00
HANSON SPORTS LLC	59125	08/22/2024	Skyhawks Sports Camp contra...	101.4300.452.5310	645.00
BRYAN ROCK PRODUCTS	65961	08/22/2024	diamond dirt for ballfields	101.4200.000.5190	3,296.78
CAMPBELL KNUTSON, P.A.	7/31/2024	08/22/2024	legal prosecution services	101.2000.000.5306	21,067.53
KROOG, RACHAEL	8/16/2024	08/22/2024	Performer for Movie in the Pa...	101.4300.453.5310	400.00
JEREMY CARLSON	8/21/2024	08/22/2024	Umpire for Adult Softball Leag...	101.4300.455.5310	442.00
DOUGLAS JOSEPH JAKACKI	8/21/2024	08/22/2024	Umpire for Adult Softball Leag...	101.4300.455.5310	408.00
HOLIDAY COMPANIES	80901062400	08/22/2024	Squad washes 5.2024	101.2000.000.5410	330.00
DAJ ENTERPRISES LLC (ECO W...	8352	08/22/2024	Granular fertilizer	101.4200.000.5135	5,370.00
BOUND TREE MEDICAL LLC	85455057	08/22/2024	Medical supplies for fire trucks	101.2200.000.5190	1,072.80
COMCAST	8772105910359526X080524	08/22/2024	Cable for fire station 1	101.2200.000.5310	10.92
STATE INDUSTRIAL PRODUCTS...	903448780	08/22/2024	cleaning supplies for shelters ...	101.4200.000.5125	706.71
EHLERS AND ASSOCIATES, INC.	98532	08/22/2024	Development Fee Comparison...	101.5000.000.5310	3,078.75
FIELD TRAINING SOLUTIONS	9945	08/22/2024	FTO Training Williams	101.2000.000.5340	295.00
ENVIROTECH SERVICES INC	CD2024172021	08/22/2024	Dust Control	101.3200.000.5415	5,630.68
ENTERPRISE FM TRUST	FBN5109549	08/22/2024	vehicle leases 8.2024	101.2000.000.5430	16,445.39
JASON THOMAS CARDINAL	IGH24-2	08/22/2024	pre employment background ...	101.2000.000.5310	1,040.00
INNOVATIVE OFFICE SOLUTIO...	IN4613827	08/22/2024	Scissors, note pads, sharpies	101.2200.000.5105	111.11
WSB & ASSOCIATES, INC.	R-026197-000-1	08/22/2024	7.2024 Groveland Park ballfiel...	101.4200.000.5310	148.50
SWANK MOTION PICTURE INC	RG3697270	08/22/2024	Movie rental for movie in the ...	101.4300.453.5310	520.00
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Brian Swob...	08/23/2024	painting supplies for shelter w...	101.4200.000.5400	90.96
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Eric Bergu...	08/23/2024	miscellaneous items for statio...	101.2200.000.5190	51.98
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Joe Hawkin...	08/23/2024	cleaning supply	101.4200.000.5125	13.98

Expense Approval Report

Payment Dates: 8/21/2024 - 9/3/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Joe Hawkin...	08/23/2024	water hose	101.4200.000.5160	74.99
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Kyle Ravn ...	08/23/2024	wasp & flying insect killer	101.4200.000.5125	51.21
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Kyle Ravn ...	08/23/2024	sander belt & sander discs	101.4200.000.5160	16.17
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Kyle Ravn ...	08/23/2024	pails & drill bits	101.4200.000.5160	43.95
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Mike Sperl...	08/23/2024	graffiti remover	101.4200.000.5125	51.96
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Mike Sperl...	08/23/2024	Trash bags and mineral spirits	101.4200.000.5125	95.95
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Mike Sperl...	08/23/2024	tow straps & hammer bits	101.4200.000.5160	38.98
WELLS FARGO CREDIT CARD A...	Active Forever Tara Allen WF ...	08/23/2024	Sterile Water vials for Evidenc...	101.2000.000.5105	47.20
WELLS FARGO CREDIT CARD A...	Amazon Mar 111-732787 Reb...	08/23/2024	Election - tie straps for equip...	101.1200.000.5105	16.98
WELLS FARGO CREDIT CARD A...	Amazon Mar 113-727052 Mon...	08/23/2024	boat fenders for Boat 1	101.2200.000.5160	89.99
WELLS FARGO CREDIT CARD A...	Amazon Mktp R72ii92y0 Mon...	08/23/2024	miscellaneous cartridges for ...	101.2200.000.5190	91.11
WELLS FARGO CREDIT CARD A...	Amazon Mktp R73xu7631 Ra...	08/23/2024	yard games, bug spray, sunscr...	101.4300.453.5190	37.81
WELLS FARGO CREDIT CARD A...	Amazon Mktp R74018zo0 Teri...	08/23/2024	keep off the grass signs	101.4200.000.5190	37.78
WELLS FARGO CREDIT CARD A...	Amazon Mktp R743z3p50 Ale...	08/23/2024	Amazon - Recycling education ...	101.5000.420.5190	68.96
WELLS FARGO CREDIT CARD A...	Amazon Mktp R768b8rb2 Mo...	08/23/2024	miscellaneous cartridges and i...	101.2200.000.5190	102.84
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rc1jz6hf1 Reb...	08/23/2024	Election supplies	101.1200.000.5105	40.71
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rc1l225j1 Rac...	08/23/2024	Cover for new JBL speaker for ...	101.4300.459.5190	36.99
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rc48w3u21 Ch...	08/23/2024	Paper roll and bags w/handle ...	101.4300.459.5190	20.70
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rj0e13we1 Ra...	08/23/2024	Bubble machine refill	101.4300.453.5190	16.50
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rj0e13we1 Ra...	08/23/2024	Cork board for Rachel's office	101.4300.459.5190	30.06
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rj6t277m0 Tara...	08/23/2024	Glow Bracelets for IGH Days	101.2000.000.5182	99.87
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rj8akOur2 Acc...	08/23/2024	Tissue paper, ribbons and gift ...	101.1000.000.5190	43.73
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rs1566pq2 Ter...	08/23/2024	Dog park pass sticker Thank y...	101.4300.459.5190	16.98
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rv0i67fm0 Mo...	08/23/2024	foaming car wash for the truc...	101.2200.000.5190	119.92
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rv3vj6ff2 Moni...	08/23/2024	key rings and cabinet key tags...	101.2200.000.5190	63.76
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rv66y8tp2 Acc...	08/23/2024	Check stock	101.1800.000.5105	49.44
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rv8bg5j50 Mon...	08/23/2024	fireplace shovel with dustpan ...	101.2200.000.5160	60.95
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rv9lz5at2 Marc...	08/23/2024	Dictation Software	101.2000.000.5395	847.07
WELLS FARGO CREDIT CARD A...	Amazon Mktp Ry6k71dw0 Ma...	08/23/2024	iPad screen protector	101.3100.000.5105	44.66
WELLS FARGO CREDIT CARD A...	Amazon Mktp Ry7ip5jc1 Teri ...	08/23/2024	keep off the grass signs	101.4200.000.5125	36.98
WELLS FARGO CREDIT CARD A...	Amazon.Com Rj4hx0pa0 Tara ...	08/23/2024	Drone	101.2000.000.5179	258.92
WELLS FARGO CREDIT CARD A...	Amazon.Com Rs2z91z51 Moni...	08/23/2024	laundry soap and dish washer ...	101.2200.000.5190	197.71
WELLS FARGO CREDIT CARD A...	Amazon.Com Rs6kl3lh0 Tara A...	08/23/2024	Paper Boats for Weighing Dru...	101.2000.000.5105	21.99
WELLS FARGO CREDIT CARD A...	Amazon.Com Ry0u327f0 Barry...	08/23/2024	Personal expense in error - re...	101.3200.000.5190	18.09
WELLS FARGO CREDIT CARD A...	Amazon.Com Ry2ua37v0 Barry...	08/23/2024	Marking Chalk	101.3200.000.5125	12.14
WELLS FARGO CREDIT CARD A...	Amazon.Com Tara Allen WF O...	08/23/2024	Tax refund for Drone Purchase	101.2000.000.5179	-19.42
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R72z42vj0 Rac...	08/23/2024	Yard game for special events.	101.4300.453.5190	56.99
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73ph5rd2 Ale...	08/23/2024	Amazon - Recycling education ...	101.5000.420.5190	54.35
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	3.27
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	22.87
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	22.87
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	22.87
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	22.85
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	3.27
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	3.27
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	3.27
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	3.27
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	3.27
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	3.27
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	22.87
WELLS FARGO CREDIT CARD A...	Amzn Mktp US R73we93z2 Ra...	08/23/2024	Fanny packs to use for first aid...	101.4300.454.5190	3.25
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rj1h42zd0 Acc...	08/23/2024	Packing paper	101.1000.000.5190	45.09
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rj28c9av1 Tara...	08/23/2024	Glowstick Necklaces for IGH D...	101.2000.000.5182	239.92
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rs93v8g02 Re...	08/23/2024	Vote Here signs	101.1200.000.5190	931.20
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Ry4jv6j61 Barr...	08/23/2024	Non-stick spray for road mark...	101.3200.000.5125	179.97
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Ry7q23r30 Tar...	08/23/2024	White Slider Boxes for Eviden...	101.2000.000.5105	66.92
WELLS FARGO CREDIT CARD A...	Batteries Plus - #0030 Adam W...	08/23/2024	12v Batteries	101.2000.000.5190	46.70
WELLS FARGO CREDIT CARD A...	Batteries Plus - #0030 Adam W...	08/23/2024	Refund for Batteries	101.2000.000.5190	-19.38
WELLS FARGO CREDIT CARD A...	Bestbuycom806948685530 M...	08/23/2024	Engineering iPads	101.3100.000.5160	198.00
WELLS FARGO CREDIT CARD A...	Bestbuycom806950189170 M...	08/23/2024	iPad Pens	101.3100.000.5160	158.00
WELLS FARGO CREDIT CARD A...	Canva I04209-1590727 Amy L...	08/23/2024	Canva design software - org w...	101.1300.000.5395	119.40

Expense Approval Report

Payment Dates: 8/21/2024 - 9/3/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A...	Creative Foods At Bwi Scott O...	08/23/2024	food for FM at airport in Mary...	101.2200.000.5340	21.06
WELLS FARGO CREDIT CARD A...	Crown Rental Rosemount Joel ...	08/23/2024	Pumps rented for river floodin...	101.3200.000.5430	559.90
WELLS FARGO CREDIT CARD A...	Crown Rental-Burnsvill Joel Ja...	08/23/2024	FLOOD Pump Rental	101.3200.000.5430	759.00
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Accounts P...	08/23/2024	Ice cream sandwiches for ap...	101.1000.000.5190	20.76
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Suzie Seab ...	08/23/2024	Popcorn and cups for dive-in ...	101.4300.453.5190	74.27
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Suzie Seab ...	08/23/2024	Return of popcorn not used	101.4300.453.5190	-23.96
WELLS FARGO CREDIT CARD A...	Dan S Southside Marine Eric B...	08/23/2024	parts for Boat 1	101.2200.000.5405	255.38
WELLS FARGO CREDIT CARD A...	Delta 00622554126132 Monic...	08/23/2024	Flight for International Associa...	101.2200.000.5340	542.95
WELLS FARGO CREDIT CARD A...	Dollartree Accounts P WF 07/...	08/23/2024	Cutout foil stars w/container- ...	101.1000.000.5190	16.25
WELLS FARGO CREDIT CARD A...	Eig Constantcontact.Co Amy L...	08/23/2024	email marketing	101.1300.000.5335	20.00
WELLS FARGO CREDIT CARD A...	Evident Inc Tara Allen WF 07/...	08/23/2024	Cap Shure Swabs for Evidence...	101.2000.000.5105	342.00
WELLS FARGO CREDIT CARD A...	Evident Inc Tara Allen WF 07/...	08/23/2024	Shipping Charge for Evidence ...	101.2000.000.5105	28.45
WELLS FARGO CREDIT CARD A...	Fedex777176903056 Tara Alle...	08/23/2024	Postage for shipping recovere...	101.2000.000.5325	120.87
WELLS FARGO CREDIT CARD A...	Fun Jumps Entertainmen Rach...	08/23/2024	Bounce house for Summer Fo...	101.4300.453.5310	262.79
WELLS FARGO CREDIT CARD A...	Fun Jumps Entertainmen Rach...	08/23/2024	Bounce house for Summer Fo...	101.4300.453.5310	262.79
WELLS FARGO CREDIT CARD A...	Fun Jumps Entertainmen Rach...	08/23/2024	Bounce house for Movie in the..	101.4300.453.5310	577.58
WELLS FARGO CREDIT CARD A...	Gopher Family Brands Chelsea...	08/23/2024	sports equipment for youth b...	101.4300.454.5190	156.74
WELLS FARGO CREDIT CARD A...	Gopher Family Brands Chelsea...	08/23/2024	sports equipment for youth b...	101.4300.454.5190	177.15
WELLS FARGO CREDIT CARD A...	Guardian Supply Adam Wiede...	08/23/2024	Holster for New Officer	101.2000.000.5175	149.99
WELLS FARGO CREDIT CARD A...	Hilton Clearwater Beac Monic...	08/23/2024	Hotel room for International A...	101.2200.000.5340	270.07
WELLS FARGO CREDIT CARD A...	Holiday Stations 0471 Melissa...	08/23/2024	Fuel Purchase	101.2000.000.5340	53.53
WELLS FARGO CREDIT CARD A...	Holiday Stations 0471 Melissa...	08/23/2024	Fuel Purchase	101.2000.000.5340	54.58
WELLS FARGO CREDIT CARD A...	Holiday Stations 3556 Adam W...	08/23/2024	Ice for Community Event	101.2000.000.5182	2.70
WELLS FARGO CREDIT CARD A...	Holiday Stations 3556 Adam W...	08/23/2024	Ice for Community Event	101.2000.000.5182	2.69
WELLS FARGO CREDIT CARD A...	Holiday Stations 3556 Leon Ot...	08/23/2024	Bags of ice	101.2000.000.5182	64.90
WELLS FARGO CREDIT CARD A...	Hudsonnews St114 Scott Oswa...	08/23/2024	snacks at airport for FM in Ma...	101.2200.000.5340	10.06
WELLS FARGO CREDIT CARD A...	International Associat Monica...	08/23/2024	Registration International Fire...	101.2200.000.5340	465.00
WELLS FARGO CREDIT CARD A...	Intl Code Council Inc Steven J...	08/23/2024	International Code Council m...	101.5200.000.5335	170.00
ICMA RETIREMENT TRUST - 4...	INV0198876	08/23/2024	457 -AGE <49	101.0000.000.2038	4,210.38
ICMA RETIREMENT TRUST - 4...	INV0198877	08/23/2024	457 -AGE <49 %	101.0000.000.2038	9,177.42
ICMA RETIREMENT TRUST - 4...	INV0198878	08/23/2024	457 -AGE 50+	101.0000.000.2038	1,500.29
ICMA RETIREMENT TRUST - 4...	INV0198879	08/23/2024	457 PLAN -AGE 50+ %	101.0000.000.2038	1,051.08
ICMA RETIREMENT TRUST - 4...	INV0198880	08/23/2024	457 - ROTH AGE <50	101.0000.000.2038	550.00
ICMA RETIREMENT TRUST - 4...	INV0198881	08/23/2024	457 - ROTH AGE <50 %	101.0000.000.2038	1,330.82
ICMA RETIREMENT TRUST - 4...	INV0198882	08/23/2024	457 - ROTH AGE 50+	101.0000.000.2038	20.00
AFSCME COUNCIL 5	INV0198883	08/23/2024	UNION DUES (AFSCME FULL S...	101.0000.000.2041	884.70
AFSCME COUNCIL 5	INV0198884	08/23/2024	UNION DUES (AFSCME FULL S...	101.0000.000.2041	44.24
MINNESOTA DEPARTMENT OF...	INV0198885	08/23/2024	CASE #001570640001	101.0000.000.2220	342.87
TEXAS STATE DISBURSEMENT...	INV0198886	08/23/2024	CASE #0012022247	101.0000.000.2220	230.77
MINNESOTA DEPARTMENT OF...	INV0198887	08/23/2024	CASE #001490481201	101.0000.000.2220	357.72
MINNESOTA DEPARTMENT OF...	INV0198888	08/23/2024	CASE #000115468905	101.0000.000.2220	69.22
MINNESOTA DEPARTMENT OF...	INV0198889	08/23/2024	CASE #001563363401	101.0000.000.2220	426.85
WI SCTF (WI SUPPORT COLLEC...	INV0198890	08/23/2024	PARTICIPANT ID#0004986316	101.0000.000.2220	433.06
IGH FIRE RELIEF ASSN	INV0198891	08/23/2024	MEMBERSHIP DUES - FIRE REL...	101.0000.000.2041	425.00
IGH FIRE RELIEF ASSN	INV0198892	08/23/2024	MEMBERSHIP DUES - FIRE REL...	101.0000.000.2041	77.25
MEDSURETY ACH ONLY	INV0198893	08/23/2024	HSA ELECTION-FAMILY	101.0000.000.2031	4,739.87
MEDSURETY ACH ONLY	INV0198894	08/23/2024	HSA ELECTION-SINGLE	101.0000.000.2031	6,935.22
IGH PROFESSIONAL FIREFIGHT...	INV0198895	08/23/2024	UNION DUES (IAFF)	101.0000.000.2041	504.01
MN DEPT OF REVENUE (PAYR...	INV0198896	08/23/2024	LEVY - L0071222432	101.0000.000.2045	519.99
MN STATE RETIREMENT SYST...	INV0198897	08/23/2024	MINNESOTA DEFERRED COM...	101.0000.000.2038	1,624.76
MN STATE RETIREMENT SYST...	INV0198898	08/23/2024	MINNESOTA DEFERRED COM...	101.0000.000.2038	848.36
MN STATE RETIREMENT SYST...	INV0198899	08/23/2024	457 ROTH IRA (AGE 49 & UND...	101.0000.000.2038	1,420.00
PERA	INV0198900	08/23/2024	PERA COORDINATED PLAN	101.0000.000.2225	55,450.40
PERA	INV0198901	08/23/2024	EMPLOYER SHARE (EXTRA PE...	101.0000.000.2225	4,265.38
PERA	INV0198902	08/23/2024	PERA DEFINED PLAN	101.0000.000.2225	15.77
PERA	INV0198903	08/23/2024	EMPLOYER SHARE (PERA DEFI...	101.0000.000.2225	15.77
PERA	INV0198904	08/23/2024	PERA POLICE & FIRE PLAN	101.0000.000.2225	34,343.49
PERA	INV0198905	08/23/2024	EMPLOYER SHARE (POLICE & F...	101.0000.000.2225	51,515.22
ICMA RETIREMENT TRUST - 4...	INV0198906	08/23/2024	ROTH IRA (AGE 49 & UNDER)	101.0000.000.2039	3,177.57
ICMA RETIREMENT TRUST - 4...	INV0198907	08/23/2024	ROTH-AGE <49 %	101.0000.000.2039	103.18

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 4...	INV0198908	08/23/2024	ROTH IRA (AGE 50 & OVER)	101.0000.000.2039	638.46
EFTPS	INV0198909	08/23/2024	FEDERAL WITHHOLDING	101.0000.000.2213	82,502.17
MN DEPT OF REVENUE (PAYR...	INV0198910	08/23/2024	STATE WITHHOLDING	101.0000.000.2215	35,831.12
EFTPS	INV0198911	08/23/2024	MEDICARE WITHHOLDING	101.0000.000.2211	24,250.36
EFTPS	INV0198912	08/23/2024	SOCIAL SECURITY WITHHOLDI...	101.0000.000.2210	67,337.08
ING DIRECT	INV0198913	08/23/2024	MSRS-HCSP	101.0000.000.2035	12,911.58
EFTPS	INV0198914	08/23/2024	FEDERAL WITHHOLDING	101.0000.000.2213	2,537.84
MN DEPT OF REVENUE (PAYR...	INV0198915	08/23/2024	STATE WITHHOLDING	101.0000.000.2215	784.10
EFTPS	INV0198916	08/23/2024	MEDICARE WITHHOLDING	101.0000.000.2211	365.84
EFTPS	INV0198917	08/23/2024	SOCIAL SECURITY WITHHOLDI...	101.0000.000.2210	1,564.32
WELLS FARGO CREDIT CARD A...	Knox Company Inc Monica Chi...	08/23/2024	dues for use of KnoxConnect	101.2200.000.5335	721.00
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Joe ...	08/23/2024	paint supplies for shelter work	101.4200.000.5400	85.32
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Kyle ...	08/23/2024	sander wheel & bowl brush	101.4200.000.5160	19.84
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Kyle ...	08/23/2024	pressure washer & tool holder	101.4200.000.5160	409.98
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Mike...	08/23/2024	Wipes and misc cleaning suppl...	101.4200.000.5125	87.47
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Mike...	08/23/2024	Bags, wipes & pest killer	101.4200.000.5125	55.12
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Mike...	08/23/2024	Wastecan, plunger & caddy	101.4200.000.5160	77.54
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Mike...	08/23/2024	Hose cart, grips, broom, mop, ...	101.4200.000.5160	422.73
WELLS FARGO CREDIT CARD A...	Minnesota County Attor Tara ...	08/23/2024	Fleeing Forfeiture Forms	101.2000.000.5105	22.00
WELLS FARGO CREDIT CARD A...	Mnsocietyfireprotectio Scott ...	08/23/2024	registration for FM for annual ...	101.2200.000.5340	150.00
WELLS FARGO CREDIT CARD A...	National Emergency Tra Scott...	08/23/2024	Meal ticket for FM at training ...	101.2200.000.5340	303.77
WELLS FARGO CREDIT CARD A...	Nfpa Natl Fire Protect Scott O...	08/23/2024	NFPA code book for training	101.2200.000.5179	166.56
WELLS FARGO CREDIT CARD A...	Nfpa Natl Fire Protect Scott O...	08/23/2024	Yearly subscription fee for Nat...	101.2200.000.5335	1,678.63
WELLS FARGO CREDIT CARD A...	Northfield Lines Terry Burg WF..	08/23/2024	Northfield Tour bus 2024 Park ..	101.4200.000.5430	509.86
WELLS FARGO CREDIT CARD A...	Obbs Sports Bar & Gril Steven ...	08/23/2024	Inspector meeting with State E...	101.5200.000.5340	99.28
WELLS FARGO CREDIT CARD A...	Oes Global Inc Joel Jacks WF O...	08/23/2024	traffic signs	101.3200.000.5125	78.59
WELLS FARGO CREDIT CARD A...	Paypal Firemarshal Monica Chi...	08/23/2024	Fire Marshals Assn of MN regi...	101.2200.000.5340	175.00
WELLS FARGO CREDIT CARD A...	Paypal Firemarshal Monica Chi...	08/23/2024	registration for FM for FMAM ...	101.2200.000.5340	175.00
WELLS FARGO CREDIT CARD A...	Paypal Zoo Factory Rachel Mik...	08/23/2024	Craft for Jr. Vet Camp- animal ...	101.4300.452.5190	334.95
WELLS FARGO CREDIT CARD A...	Peavey Corp. Tara Allen WF O...	08/23/2024	Lift Tape for Evidence Process...	101.2000.000.5190	79.91
WELLS FARGO CREDIT CARD A...	Penn Tool Co Joel Jacks WF 07...	08/23/2024	Measuring Tape for Flood wall...	101.3200.000.5190	37.26
WELLS FARGO CREDIT CARD A...	Pioneer Press Circ Amy Looze...	08/23/2024	Pioneer press online subscrip...	101.1300.000.5335	14.00
WELLS FARGO CREDIT CARD A...	Royal Canin Usa Ryan Rose WF..	08/23/2024	Dog food for Chase	101.2000.000.5180	190.38
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Tara Allen WF..	08/23/2024	Food & foil for Sgt Schrandt E...	101.2000.000.5182	135.84
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Tara Allen WF..	08/23/2024	Bowls, plates, utencils & misc ...	101.2000.000.5190	94.66
WELLS FARGO CREDIT CARD A...	Simplifile.Com Rebecca Ki WF ...	08/23/2024	Doc 3635884 - Resolution 202...	101.5100.000.5330	52.33
WELLS FARGO CREDIT CARD A...	Sirchie Acquisition Co Tara All...	08/23/2024	Evidence storage firearm boxes	101.2000.000.5105	236.71
WELLS FARGO CREDIT CARD A...	Sp Groove Life Monica Chi WF...	08/23/2024	new belt to try	101.2200.000.5175	43.94
WELLS FARGO CREDIT CARD A...	Speedway 04548 Kasey Schr ...	08/23/2024	Ice for Community Event	101.2000.000.5182	11.98
WELLS FARGO CREDIT CARD A...	Sq Don Papi Chulo Accounts P...	08/23/2024	Food for appreciation dinner	101.1000.000.5190	1,518.00
WELLS FARGO CREDIT CARD A...	Sq Mik Mart Ice Cream Cora H...	08/23/2024	Wellness Incentive - ice cream...	101.1120.000.5178	9.50
WELLS FARGO CREDIT CARD A...	Sq Mik Mart Ice Cream Cora H...	08/23/2024	Wellness Incentive	101.1120.000.5178	327.22
WELLS FARGO CREDIT CARD A...	Sq Minnesota Fall Mai Joel Jac...	08/23/2024	MN Fall Equipment EXPO Stre...	101.3200.000.5340	240.00
WELLS FARGO CREDIT CARD A...	Target 00020461 Accounts P ...	08/23/2024	Cleaner for appreciation dinner	101.1000.000.5190	8.38
WELLS FARGO CREDIT CARD A...	Target 00021899 Alexandra ...	08/23/2024	Target - Storage containers for...	101.5000.420.5190	51.96
WELLS FARGO CREDIT CARD A...	Target 00025197 Accounts P ...	08/23/2024	Soft drinks and cleaner for ap...	101.1000.000.5190	56.94
WELLS FARGO CREDIT CARD A...	Target 00025197 Accounts P ...	08/23/2024	Ice and fruit bars for appreciat...	101.1000.000.5190	38.06
WELLS FARGO CREDIT CARD A...	Target 00025197 Cora Henke...	08/23/2024	Wellness Incentive - water bot...	101.1120.000.5178	150.91
WELLS FARGO CREDIT CARD A...	The Corner Store Cory Rosen...	08/23/2024	Fuel for boat 2	101.2200.000.5405	13.75
WELLS FARGO CREDIT CARD A...	The Corner Store Cory Rosen...	08/23/2024	fuel for lawn mowers	101.2200.000.5405	41.80
WELLS FARGO CREDIT CARD A...	The Corner Store Eric Bergu ...	08/23/2024	fuel for lawn mowers	101.2200.000.5405	31.33
WELLS FARGO CREDIT CARD A...	The Corner Store Joe Hawkin...	08/23/2024	gas for small equipment	101.4200.000.5125	141.73
WELLS FARGO CREDIT CARD A...	The Corner Store Joe Hawkin...	08/23/2024	gas for small equipment	101.4200.000.5125	132.55
WELLS FARGO CREDIT CARD A...	The Corner Store Joe Hawkin...	08/23/2024	gas for small equipment	101.4200.000.5125	127.57
WELLS FARGO CREDIT CARD A...	The Corner Store Joe Hawkin...	08/23/2024	gas for small equipment	101.4200.000.5125	122.82
WELLS FARGO CREDIT CARD A...	The Corner Store Joe Hawkin...	08/23/2024	gas for small equipment	101.4200.000.5125	114.18
WELLS FARGO CREDIT CARD A...	The Corner Store Joe Hawkin...	08/23/2024	gas for small equipment	101.4200.000.5125	146.19
WELLS FARGO CREDIT CARD A...	The Corner Store Rachel Mik ...	08/23/2024	Ice for Summer Food Fest eve...	101.4300.453.5190	5.99
WELLS FARGO CREDIT CARD A...	The Corner Store Ryan Prail W...	08/23/2024	Ice for Community Event	101.2000.000.5182	29.95
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Joe H...	08/23/2024	cleaning supplies & wasp killer	101.4200.000.5125	99.74

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WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Joe H...	08/23/2024	cleaning supplies & nitrile glo...	101.4200.000.5125	93.20
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Joe H...	08/23/2024	trash bags & cleaning supplies	101.4200.000.5125	130.20
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Joe H...	08/23/2024	Light bulbs	101.4200.000.5125	39.96
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Joe H...	08/23/2024	Measuring tapes	101.4200.000.5160	69.94
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Kyle ...	08/23/2024	Cleanup bags & screws	101.4200.000.5125	57.81
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Kyle ...	08/23/2024	Sponges, toilet brush, hose, b...	101.4200.000.5125	94.76
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Kyle ...	08/23/2024	trash & garden bags	101.4200.000.5125	88.88
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Kyle ...	08/23/2024	glue	101.4200.000.5125	21.96
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Kyle ...	08/23/2024	Bug killers	101.4200.000.5125	45.89
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Kyle ...	08/23/2024	Cleaning sprays & supplies	101.4200.000.5125	25.88
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Kyle ...	08/23/2024	Drill bits, box fans, scrubber, ...	101.4200.000.5160	173.86
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Kyle ...	08/23/2024	Blower & battery charger	101.4200.000.5160	439.83
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Mike ...	08/23/2024	nitrile gloves	101.4200.000.5125	117.86
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Mike ...	08/23/2024	screws & nuts	101.4200.000.5125	25.43
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Joel J...	08/23/2024	Water Boots for Flood	101.3200.000.5175	339.98
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Mike ...	08/23/2024	12V pump	101.4200.000.5160	99.99
WELLS FARGO CREDIT CARD A...	Vcn Quickservlicen035c Joel J...	08/23/2024	Tabs for PD 1602	101.3200.000.5335	119.77
WELLS FARGO CREDIT CARD A...	Vcn Quickservlicen035c Katrin...	08/23/2024	Transfer title of forfeited vehic...	101.2000.000.5335	59.25
WELLS FARGO CREDIT CARD A...	Walgreens #6943 Tara Allen ...	08/23/2024	New Employee Photos	101.2000.000.5190	4.49
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Al Vandeho ...	08/23/2024	Prizes for puzzle challenge.Sta...	101.4300.454.5190	11.90
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Al Vandeho ...	08/23/2024	Mallet and stakes for soccer p...	101.4300.454.5190	26.77
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Al Vandeho ...	08/23/2024	ziplock bags for program use/f...	101.4300.459.5190	19.44
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Daniel Ber W...	08/23/2024	water and food for NDTA	101.2200.424.5190	52.08
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Daniel Ber W...	08/23/2024	snacks and water for NDTA	101.2200.424.5190	61.95
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Kasey Schr W...	08/23/2024	Condiments, chips and water ...	101.2000.000.5182	72.92
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Kasey Schr W...	08/23/2024	Ice for Community Event	101.2000.000.5182	9.16
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Monica Chi ...	08/23/2024	paper towels for the stations	101.2200.000.5190	165.90
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Scott Oswa ...	08/23/2024	wasp and bug spray for Statio...	101.2200.000.5190	81.11
WELLS FARGO CREDIT CARD A...	Walmart.Com Rachel Mik WF ...	08/23/2024	Bubble machine, bubble refill,...	101.4300.453.5190	82.71
WELLS FARGO CREDIT CARD A...	White Cap #127 Joel Jacks WF...	08/23/2024	FLOOD Sand Bag Ties	101.3200.000.5125	88.99
WELLS FARGO CREDIT CARD A...	Zoom.U.s 888-799-9666 Katrin...	08/23/2024	Monthly Zoom Subscription 7....	101.2000.000.5395	12.79
WELLS FARGO CREDIT CARD A...	Zoom.U.s 888-799-9666 Melis...	08/23/2024	Monthly Zoom Subscription 7....	101.2000.000.5335	15.99
WELLS FARGO CREDIT CARD A...	Zoom.U.s 888-799-9666 Melis...	08/23/2024	Monthly Zoom Subscription 8....	101.2000.000.5395	15.99
HERITAGE LANDSCAPE SUPPLY...	0016744634-001	08/29/2024	fertilizer	101.4200.000.5135	7,200.00
HOLIDAY COMPANIES	080901072400	08/29/2024	Squad car washes 6.2024	101.2000.000.5410	210.00
OCCUPATIONAL HEALTH CEN...	104035383	08/29/2024	Pre-employment physicals for...	101.2200.000.5312	5,041.00
OCCUPATIONAL HEALTH CEN...	104038843	08/29/2024	Pre-employment physical regu...	101.1120.000.5310	169.00
OCCUPATIONAL HEALTH CEN...	104038843	08/29/2024	Pre-employment physical Poli...	101.2000.000.5312	557.00
OCCUPATIONAL HEALTH CEN...	104038843	08/29/2024	Pre-employment physical Firef...	101.2200.000.5312	1,907.00
MINNESOTA SODDING COMP...	12722	08/29/2024	Field layout services	101.4200.000.5310	2,637.93
FIRST IMPRESSION GROUP	159992	08/29/2024	Business cards for Cory Rosen...	101.2200.000.5105	70.00
MADISON NATIONAL LIFE INS...	1641659	08/29/2024	Retro Premiums (net)	101.0000.000.2026	103.90
MADISON NATIONAL LIFE INS...	1641659	08/29/2024	9.2024 Premium	101.0000.000.2026	4,333.64
SHRED-N-GO, INC.	171064	08/29/2024	Election - Ballot shredding	101.1200.000.5310	35.00
ULINE	181659298	08/29/2024	DVD Bubble mailers	101.2000.000.5105	51.36
BLACKTOP PROS, LLC	23-0358	08/29/2024	Path work at South Valley trails	101.4200.000.5610	12,750.00
BLACKTOP PROS, LLC	23-0359	08/29/2024	Path work at South Valley trails	101.4200.000.5610	3,500.00
STREAMLINE DESIGN INC	43234	08/29/2024	beanie hats for firefighters	101.2200.000.5175	277.00
STREAMLINE DESIGN INC	43235	08/29/2024	uniform caps for firefighters	101.2200.000.5175	384.00
MN NCPERS LIFE INSURANCE	542000082024B	08/29/2024	8.2024 Retro Premium (New H...	101.0000.000.2024	16.00
HOLMES DESIGN, INC.	5555	08/29/2024	Marketing design for programs...	101.4300.459.5310	1,078.00
HOLMES DESIGN, INC.	5558	08/29/2024	Fall 2024 recreation brochure	101.4300.459.5310	1,280.00
HOLMES DESIGN, INC.	5559	08/29/2024	Design services for programs ...	101.4300.459.5310	1,078.00
CITY OF SOUTH ST PAUL	8/10/2024	08/29/2024	SSP Street Lights 4.22-7.23.20...	101.0000.000.2206	59.04
INVER GROVE HEIGHTS DAYS	8/27/2024	08/29/2024	2024 Fireworks Contribution	101.4200.000.5490	7,500.00
MCWHIRTER, MICHELE	8/28/2024	08/29/2024	pro-rated refund for cancelled...	101.4300.000.4360	16.75
MCWHIRTER, MICHELE	8/28/2024	08/29/2024	pro-rated refund for cancelled...	101.4300.000.4360	16.75
PETTY CASH	8/5/2024	08/29/2024	Change Fund for Clean Up Day	101.0000.000.1030	300.00
MN LIFE INSURANCE CO	90951751-00	08/29/2024	9.2024 Premium	101.0000.000.2022	4,383.40
MUNICIPAL EMERGENCY SERV...	IN2101426	08/29/2024	Shirts and pants for firefighters	101.2200.000.5175	382.53

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MUNICIPAL EMERGENCY SERV...	IN2104084	08/29/2024	Shirts and pants for firefighters	101.2200.000.5175	160.50
INNOVATIVE OFFICE SOLUTIO...	IN4608971	08/29/2024	Elections Supplies - check files	101.1200.000.5105	68.19
RJ KOOL MIDWEST, INC.	INV9972	08/29/2024	work done to washing machin...	101.2200.000.5405	255.60
DAKOTA ELECTRIC ASSN	200001093947 7/31/2024B	08/31/2024	Electric	101.3400.000.5355	1,450.78
DAKOTA ELECTRIC ASSN	200002468379 7/31/2024B	08/31/2024	Electric	101.4200.000.5355	1,638.42
DAKOTA ELECTRIC ASSN	200002501658 7/31/2024B	08/31/2024	Electric	101.4200.000.5355	577.74
DAKOTA ELECTRIC ASSN	200003935632 7/31/2024B	08/31/2024	Electric	101.4200.000.5355	442.97
DAKOTA ELECTRIC ASSN	200004267134 7/31/2024B	08/31/2024	Electric	101.3400.000.5355	55.30
DAKOTA ELECTRIC ASSN	200004430542 7/31/2024B	08/31/2024	Electric	101.4200.000.5355	18.57
DAKOTA ELECTRIC ASSN	200010036635 7/31/2024B	08/31/2024	Electric	101.2200.000.5355	3,017.17
XCEL ENERGY	889445893	08/31/2024	PD electric	101.2000.000.5355	44.99
Fund 101 - GENERAL FUND Total:					604,552.88

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

KARING HENT TRANSITIONS, L...	10594	08/22/2024	Bus tour payment	205.4450.480.5343	315.00
MN RECREATION AND PARK A...	10893	08/22/2024	MRPA Annual Awards Banquet..	205.4410.470.5340	17.25
MN RECREATION AND PARK A...	10893	08/22/2024	P&R staff to Annual MRPA Me...	205.4410.472.5340	69.00
MN RECREATION AND PARK A...	10893	08/22/2024	P&R staff to Annual MRPA Me...	205.4420.000.5340	69.00
MN RECREATION AND PARK A...	10893	08/22/2024	MRPA Annual Awards Banquet..	205.4450.480.5340	34.50
FIRST IMPRESSION GROUP	157963	08/22/2024	Postage for mailing to residen...	205.4410.472.5325	168.64
FIRST IMPRESSION GROUP	157963	08/22/2024	NWA parks grand opening pos...	205.4410.472.5333	410.00
FIRST IMPRESSION GROUP	158398	08/22/2024	Summer special events postca...	205.4410.472.5333	190.00
PEGASUS RECONDITIONING, I...	21229	08/22/2024	repairs to misc. fitness equip...	205.4430.000.5405	1,626.00
SHERWIN-WILLIAMS CO.	2415-4	08/22/2024	painting supplies for pool pain...	205.4420.000.5125	57.70
GOODIN COMPANY	2622715-00	08/22/2024	parts for plumbing repairs	205.4420.000.5150	21.77
PUSH PEDAL PULL	387033	08/22/2024	Fitness equipment repairs	205.4430.000.5405	112.50
CINTAS CORPORATION	5220986121	08/22/2024	first aid supplies	205.4420.000.5190	143.60
CINTAS CORPORATION	5220986121	08/22/2024	first aid supplies	205.4420.000.5190	143.60
SAFE-WAY BUS COMPANY	5905	08/22/2024	Transportation fee for Kids Ro...	205.4450.483.5343	1,561.85
SHERWIN-WILLIAMS CO.	7493-2	08/22/2024	paint for pool areas	205.4420.000.5125	2,065.05
COMCAST	8772105910127188X081224	08/22/2024	9.2024 cable TV at VMCC	205.4410.470.5335	299.24
GRAINGER	9188734017	08/22/2024	wall corner guards	205.4420.000.5150	71.38
GRAINGER	9188734017	08/22/2024	wall corner guards	205.4420.000.5150	71.38
GRAINGER	9188734017	08/22/2024	wall corner guards	205.4430.000.5150	47.58
GRAINGER	9188734017	08/22/2024	wall corner guards	205.4430.000.5150	47.58
HORIZON COMMERCIAL POOL...	INV82874	08/22/2024	pool vacuum repair	205.4420.000.5405	642.78
TOTAL MECHANICAL SERVICES...	S11236	08/22/2024	Chiller repairs in arena	205.4440.000.5400	360.00
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Rick Roach...	08/23/2024	tools	205.4410.470.5160	28.97
WELLS FARGO CREDIT CARD A...	Amazon Mar 112-809332 Suzi...	08/23/2024	Wrist bands	205.4410.470.5190	79.96
WELLS FARGO CREDIT CARD A...	Amazon Mar 112-809332 Suzi...	08/23/2024	Door hangers	205.4410.471.5190	8.99
WELLS FARGO CREDIT CARD A...	Amazon Mar 112-809332 Suzi...	08/23/2024	File folders	205.4420.000.5105	26.97
WELLS FARGO CREDIT CARD A...	Amazon Mar 112-809332 Suzi...	08/23/2024	Toys for swim lessons	205.4420.000.5190	39.73
WELLS FARGO CREDIT CARD A...	Amazon Marke Ft071724 Amy...	08/23/2024	Foam roller	205.4430.000.5160	13.96
WELLS FARGO CREDIT CARD A...	Amazon Marke Ft071724 Amy...	08/23/2024	Wall mounted broom/mop ho...	205.4430.000.5160	24.55
WELLS FARGO CREDIT CARD A...	Amazon Marke Ft071724 Amy...	08/23/2024	Ipad case	205.4430.000.5190	17.74
WELLS FARGO CREDIT CARD A...	Amazon Mktpl Rc48w3u21 Ch...	08/23/2024	Puzzles for Al's puzzle event	205.4450.480.5190	169.90
WELLS FARGO CREDIT CARD A...	Amazon Mktpl Rc48w3u21 Ch...	08/23/2024	Yarn, glue and folders for Kid's...	205.4450.483.5190	77.19
WELLS FARGO CREDIT CARD A...	Amazon Mktpl Rc8k779t1 Suzi...	08/23/2024	Paper holders	205.4420.000.5190	34.99
WELLS FARGO CREDIT CARD A...	Amazon Mktpl Rc8k779t1 Suzi...	08/23/2024	Toys for swim lessons	205.4420.000.5190	74.24
WELLS FARGO CREDIT CARD A...	Amazon Mktpl Rc8k779t1 Suzi...	08/23/2024	Medical supplies for Kids' Rock	205.4450.483.5190	29.98
WELLS FARGO CREDIT CARD A...	Amazon Mktpl Rs6ss2y12 Amy..	08/23/2024	Fitness bands	205.4430.000.5105	90.59
WELLS FARGO CREDIT CARD A...	Amazon Mktpl Rs6ss2y12 Amy..	08/23/2024	Sign holders	205.4430.000.5160	83.75
WELLS FARGO CREDIT CARD A...	Amazon Mktpl Ry1gh8zv2 Suz...	08/23/2024	Dive- IN MOVIE Decoration	205.4420.000.5190	28.79
WELLS FARGO CREDIT CARD A...	Amazon Mktpl Ry58q21h0 Suz...	08/23/2024	Goodie bags and decorations ...	205.4420.000.5190	232.46
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rv4aj0f70 Jer...	08/23/2024	Clock for fitness center track	205.4430.000.5160	79.91
WELLS FARGO CREDIT CARD A...	Assoc Of A Morah6f777 Suzie ...	08/23/2024	NDA- AQ conference fee	205.4420.000.5340	55.00
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Chelsea Sw...	08/23/2024	Eggs, plates and bags for egg d...	205.4450.483.5190	19.94
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Jamie Musc...	08/23/2024	Pop & Posicles for Staff Meeti...	205.4410.470.5190	27.50
WELLS FARGO CREDIT CARD A...	Escape Fitness Usa Amy Crary...	08/23/2024	Remodel - hang fitness mats	205.4430.000.5160	241.20
WELLS FARGO CREDIT CARD A...	Hobby-Lobby #742 Suzie Seab...	08/23/2024	Note pad for AQ break room f...	205.4420.000.5105	8.98
WELLS FARGO CREDIT CARD A...	Hobby-Lobby #742 Suzie Seab...	08/23/2024	T shirts for LG Comp	205.4420.000.5190	62.90

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WELLS FARGO CREDIT CARD A...	Miama Teri O'Con WF 07/24	08/23/2024	Pat Todd MIAMA conference ...	205.4410.470.5340	800.00
WELLS FARGO CREDIT CARD A...	Mn Zoo Pos Chelsea Sw WF 07...	08/23/2024	Field trip entrance fees for kid...	205.4450.483.5343	612.00
WELLS FARGO CREDIT CARD A...	Mn Zoo Pos Chelsea Sw WF 07...	08/23/2024	Refund for cancellations	205.4450.483.5343	-30.00
WELLS FARGO CREDIT CARD A...	Officemax/Depot 6384 Suzie S...	08/23/2024	Laminate sheets (swim lessons..	205.4420.000.5105	100.15
WELLS FARGO CREDIT CARD A...	Rockinjump Eagan Chelsea Sw...	08/23/2024	Kids ROCK field trip entrance f...	205.4450.483.5343	83.96
WELLS FARGO CREDIT CARD A...	Rockinjump Eagan Chelsea Sw...	08/23/2024	Kids ROCK field trip entrance f...	205.4450.483.5343	907.52
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Rachel Mik ...	08/23/2024	Snacks for Kids Rock	205.4450.483.5190	159.44
WELLS FARGO CREDIT CARD A...	Samsclub.Com Chelsea Sw WF...	08/23/2024	Snacks for Kids ROCK- this cred...	205.4450.483.5190	200.83
WELLS FARGO CREDIT CARD A...	Samsclub.Com Rachel Mik WF...	08/23/2024	Snacks for Kids Rock	205.4450.483.5190	100.02
WELLS FARGO CREDIT CARD A...	Samsclub.Com Rachel Mik WF...	08/23/2024	Snacks for Kids Rock	205.4450.483.5190	28.96
WELLS FARGO CREDIT CARD A...	Sp Freshwatersystems Rick Ro...	08/23/2024	tools/supplies	205.4420.000.5150	20.79
WELLS FARGO CREDIT CARD A...	Sp Swimoutlet.Com Suzie Seab...	08/23/2024	Lifeguard comp suits	205.4420.000.5190	162.88
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Jerem...	08/23/2024	bed risers	205.4420.000.5125	31.78
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Jerem...	08/23/2024	Extension cords	205.4420.000.5160	69.70
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Jerem...	08/23/2024	Goo gone spray	205.4440.000.5125	4.97
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Rick ...	08/23/2024	tools/supplies	205.4420.000.5150	28.90
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Rick ...	08/23/2024	tools/supplies	205.4420.000.5150	28.68
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Rick ...	08/23/2024	Childcare plumbing Parts	205.4430.000.5150	128.11
WELLS FARGO CREDIT CARD A...	Tradewinds Island Reso Suzie ...	08/23/2024	Hotel partial payment for Nati...	205.4420.000.5340	186.00
WELLS FARGO CREDIT CARD A...	Wal-Mart #1786 Chelsea Sw ...	08/23/2024	Paint and brushes for kids rock...	205.4450.483.5190	23.03
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Al Vandeho ...	08/23/2024	Candy, lamp, puzzles & trays f...	205.4450.480.5190	51.77
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Jamie Musc ...	08/23/2024	Swim Diapers for Aquatic Cen...	205.4410.470.5190	29.91
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Rachel Mik ...	08/23/2024	Craft supplies for Kids Rock	205.4450.483.5190	7.57
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Suzie Seab W...	08/23/2024	Goodie bag for LG Comp and d...	205.4420.000.5190	78.19
WELLS FARGO CREDIT CARD A...	Zumba Fitness Amy Crary WF ...	08/23/2024	Zumba License	205.4430.000.5335	38.99
TWIN SOURCE SUPPLY	00511432	08/29/2024	Bath tissues, hand soap, towel...	205.4420.000.5125	299.82
TWIN SOURCE SUPPLY	00511432	08/29/2024	Bath tissues, hand soap, towel...	205.4430.000.5125	199.88
TWIN SOURCE SUPPLY	00511432	08/29/2024	Bath tissues, hand soap, towel...	205.4440.000.5125	374.77
TWIN SOURCE SUPPLY	00511432	08/29/2024	Bath tissues, hand soap, towel...	205.4450.481.5125	124.93
HELLESON, ANNE	12/4/2020	08/29/2024	Covid Closure	205.4440.000.4374	52.00
DANIEL BAUER - TRUE MECH...	1565	08/29/2024	repairs to CU3 unit	205.4440.000.5400	543.09
DANIEL BAUER - TRUE MECH...	1565	08/29/2024	repairs to CU3 unit	205.4450.481.5400	181.04
DANIEL BAUER - TRUE MECH...	1571	08/29/2024	Boilers 1,2 & 3 reviews & repa...	205.4420.000.5400	915.00
DANIEL BAUER - TRUE MECH...	1589	08/29/2024	repairs to hot water piping to ...	205.4420.000.5400	590.52
AMERICAN RED CROSS	22715836	08/29/2024	Lifeguard class	205.4420.000.5340	245.00
SHERWIN-WILLIAMS CO.	2616-7	08/29/2024	Paint supplies for pool painting	205.4420.000.5125	714.98
SHERWIN-WILLIAMS CO.	2758-7	08/29/2024	Paint for pool painting	205.4420.000.5125	184.51
HOLMES DESIGN, INC.	5555	08/29/2024	Marketing design for programs...	205.4410.472.5310	1,617.00
HOLMES DESIGN, INC.	5558	08/29/2024	Fall 2024 recreation brochure	205.4410.472.5310	1,920.00
HOLMES DESIGN, INC.	5559	08/29/2024	Design services for programs ...	205.4410.472.5310	1,617.00
HAWKINS, INC.	6841588	08/29/2024	pool chemicals	205.4420.000.5135	4,442.06
SHERWIN-WILLIAMS CO.	7379-3	08/29/2024	paint for pool walls	205.4420.000.5125	2,288.21
SHERWIN-WILLIAMS CO.	7417-1	08/29/2024	shields for painting project	205.4420.000.5125	9.61
CHEMSEARCH	8813411	08/29/2024	contract water treatment in a...	205.4440.000.5310	643.00
GRAINGER	9214529415	08/29/2024	Label printer kit for equipment..	205.4420.000.5160	71.00
GRAINGER	9214529415	08/29/2024	Label printer kit for equipment..	205.4430.000.5160	46.99
GRAINGER	9214529415	08/29/2024	Label printer kit for equipment..	205.4440.000.5160	88.49
GRAINGER	9214529415	08/29/2024	Label printer kit for equipment..	205.4450.481.5160	29.50
GRAINGER	9221600340	08/29/2024	label cartridge for new label kit	205.4420.000.5160	23.15
GRAINGER	9221600340	08/29/2024	label cartridge for new label kit	205.4430.000.5160	15.44
GRAINGER	9221600340	08/29/2024	label cartridge for new label kit	205.4440.000.5160	28.94
GRAINGER	9221600340	08/29/2024	label cartridge for new label kit	205.4450.481.5160	9.65
SHERWIN-WILLIAMS CO.	9474-7	08/29/2024	samples for pool locker room ...	205.4420.000.5125	27.47
XCEL ENERGY	890635181	08/31/2024	Ice arena load profile natural ...	205.4420.000.5352	1,718.50
XCEL ENERGY	890635181	08/31/2024	Ice arena load profile electric	205.4420.000.5355	9,709.14
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					42,688.43
Fund: 206 - COMMUNITY CENTER-CAPITAL FUND					
DANIEL BAUER - TRUE MECH...	1551	08/22/2024	25% downpayment on AHU3 r...	206.4410.470.5605	31,562.50
NATHAN GALVAN	pool1	08/22/2024	pool area painting svcs	206.4410.470.5605	6,500.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NATHAN GALVAN	pool2	08/29/2024	pool painting svcs	206.4410.470.5605	8,250.00
Fund 206 - COMMUNITY CENTER-CAPITAL FUND Total:					46,312.50
Fund: 270 - HOST COMMUNITY FUND					
JR'S APPLIANCE DISPOSAL	113618	08/22/2024	Appliances and electronics dis...	270.5900.000.5389	106.95
KENNEDY & GRAVEN	182836	08/22/2024	Pine Bend Landfill Matters	270.5900.000.5310	45.00
Fund 270 - HOST COMMUNITY FUND Total:					151.95
Fund: 290 - EDA-OPERATING FUND					
KENNEDY & GRAVEN	182836	08/22/2024	EDA Matters	290.5800.000.5305	433.50
Fund 290 - EDA-OPERATING FUND Total:					433.50
Fund: 401 - PARK CAPITAL REPLACEMENT					
SHORT ELLIOTT HENDRICKSON...	471711	08/22/2024	7.2024 RISB lighting project sv...	401.4210.000.5310	2,467.18
Fund 401 - PARK CAPITAL REPLACEMENT Total:					2,467.18
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
DAKOTA UNLIMITED INC	156238	08/22/2024	fencing for Argenta Hills Park	402.4210.000.5610	7,241.75
DAKOTA UNLIMITED INC	156238	08/22/2024	fencing for Overlook Ridge Pa...	402.4210.000.5610	7,241.75
KENNEDY & GRAVEN	182836	08/22/2024	Heritage Village delay services	402.4210.000.5305	780.00
WSB & ASSOCIATES, INC.	R-023629-000-11	08/22/2024	7.2024 Heritage Village Phase...	402.4210.000.5310	1,707.75
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					16,971.25
Fund: 436 - 117TH STREET RECONSTRUCTION					
UNION PACIFIC RAILROAD	90137561	08/22/2024	117th Street - UP Rail Crossing...	436.3210.000.5310	2,473.63
UNION PACIFIC RAILROAD	90137705	08/22/2024	117th Street - UP Rail Crossing...	436.3210.000.5310	4,533.88
Fund 436 - 117TH STREET RECONSTRUCTION Total:					7,007.51
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
MCNAMARA CONTRACTING I...	7/31/2024	08/22/2024	Project 2024-09G Pay Vouche...	440.3210.000.5610	488,375.84
MCNAMARA CONTRACTING I...	7/31/2024	08/22/2024	Project 2024-09D Pay Vouche...	440.3210.000.5610	256,375.63
MCNAMARA CONTRACTING I...	7/31/2024	08/22/2024	Project 2024-09I Pay Voucher...	440.3210.000.5610	16,487.52
MCNAMARA CONTRACTING I...	7/31/2024	08/22/2024	Project 2024-09H Pay Vouche...	440.3210.000.5610	63,801.55
MCNAMARA CONTRACTING I...	7/31/2024	08/22/2024	Project 2024-09F Pay Voucher...	440.3210.000.5610	163,845.17
MCNAMARA CONTRACTING I...	8/2/2024	08/22/2024	Pay Voucher #1 Project 2020-...	440.3210.000.5610	122,924.67
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					1,111,810.38
Fund: 510 - WATER-OPERATING FUND					
HAWKINS, INC.	6831466	08/22/2024	Chemicals for water plant	510.7100.000.5135	27,988.01
HAWKINS, INC.	6836547	08/22/2024	Chemicals for water plant	510.7100.000.5135	2,019.20
BATTERIES PLUS	P74916260	08/22/2024	Batteries for locators	510.7100.000.5150	64.50
CORE & MAIN LP	V431844	08/22/2024	Meter parts	510.7100.000.5158	1,476.58
WELLS FARGO CREDIT CARD A...	Gertens Commercial lgh Matt ...	08/23/2024	Weed killer for utilities proper...	510.7100.000.5125	160.95
WELLS FARGO CREDIT CARD A...	Gertens Retail lgh Matt Johns...	08/23/2024	spray bottle for weed killer	510.7100.000.5125	44.99
WELLS FARGO CREDIT CARD A...	Gertens Retail lgh Matt Johns...	08/23/2024	sod for a main break site	510.7100.000.5415	87.84
CITY OF BLOOMINGTON	23920	08/29/2024	Bacteria Samples 7.2024	510.7100.000.5310	632.00
CITY OF SOUTH ST PAUL	8/10/2024	08/29/2024	SSP Water 4.22-7.23.2024	510.7100.000.5362	485.39
MINNESOTA DEPARTMENT OF...	8/15/2024	08/29/2024	3rd Qtr 2024 Water Test Fee	510.0000.000.2207	21,054.00
LONE OAK COMPANIES	95191	08/29/2024	08.2024 Reminder Letters (50...	510.7100.000.5310	170.38
USABBLUEBOOK	INV00458424	08/29/2024	Hayward bulkhead fittings	510.7100.000.5150	294.20
Fund 510 - WATER-OPERATING FUND Total:					54,478.04
Fund: 511 - WATER-CAPITAL FUND					
DALEY ELECTRIC, LLC	240141B	08/29/2024	New VFD well 5 installation	511.7110.000.5420	21,976.00
Fund 511 - WATER-CAPITAL FUND Total:					21,976.00
Fund: 520 - SEWER-OPERATING FUND					
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Matt ...	08/23/2024	part for mowing trailer	520.7200.000.5150	84.99
CITY OF SOUTH ST PAUL	8/10/2024	08/29/2024	SSP Sewer 4.22-7.23.2024	520.7200.000.5372	727.77
LONE OAK COMPANIES	95191	08/29/2024	08.2024 Reminder Letters (50...	520.7200.000.5310	170.37
DAKOTA ELECTRIC ASSN	200010048618 7/31/2024B	08/31/2024	Electric	520.7200.000.5355	159.62
Fund 520 - SEWER-OPERATING FUND Total:					1,142.75
Fund: 530 - STORM WATER-OPERATING					
M & J SERVICES, LLC	2969	08/22/2024	Storm pipe repairs	530.7300.000.5420	8,600.00
WELLS FARGO CREDIT CARD A...	Sq Minnesota Fall Mai Joel Jac...	08/23/2024	MN Fall Equipment EXPO Sto...	530.7300.000.5335	60.00
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Ray R...	08/23/2024	Field equipment	530.7300.000.5160	29.97

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WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Ray Ri...	08/23/2024	Field equipment	530.7300.000.5160	26.98
CITY OF SOUTH ST PAUL	8/10/2024	08/29/2024	SSP UB Stormwater 4.22-7.23....	530.7300.000.5382	114.72
Fund 530 - STORM WATER-OPERATING Total:					8,831.67
Fund: 550 - INVER WOOD GOLF COURSE					
HERITAGE LANDSCAPE SUPPLY...	0016689627-001B	08/22/2024	Spray foamer	550.7700.000.5125	245.34
PERFORMANCE FOOD GROUP ...	72659277B	08/22/2024	Credit	550.7600.000.5197	-98.57
PERFORMANCE FOOD GROUP ...	72720492B	08/22/2024	Food & bev supplies	550.7600.000.5125	128.65
PERFORMANCE FOOD GROUP ...	72720492B	08/22/2024	Foods for resale	550.7600.000.5197	535.37
PERFORMANCE FOOD GROUP ...	72727517B	08/22/2024	Credit	550.7600.000.5197	-6.92
PERFORMANCE FOOD GROUP ...	72806652B	08/22/2024	Club house & FB supplies	550.7600.000.5125	141.30
PERFORMANCE FOOD GROUP ...	72806652B	08/22/2024	Foods for resale	550.7600.000.5197	1,236.89
COCA COLA BOTTLING COMP...	42471098017	08/01/2024	CO2 tank returns	550.7600.000.5197	-150.00
COCA COLA BOTTLING COMP...	42697616023	08/15/2024	CO2 tank returns	550.7600.000.5197	-150.00
SAVATREE	000488851	08/22/2024	storm damage tree removal #...	550.7700.000.5310	3,909.80
HERITAGE LANDSCAPE SUPPLY...	0016575659-001	08/22/2024	fertilizer	550.7700.000.5135	8,629.09
HERITAGE LANDSCAPE SUPPLY...	0016713959-001	08/22/2024	Golf course chemicals	550.7700.000.5135	320.63
YAMAHA GOLF & UTILITY, INC.	01-307076	08/22/2024	parts for golf carts	550.7600.000.5405	440.51
COLLEGE CITY BEVERAGE	1055113	08/22/2024	Alcohol for resale	550.7600.000.5199	305.70
UNIFIRST CORPORATION	1410080141	08/22/2024	uniforms and towels	550.7700.000.5175	63.48
MTI DISTRIBUTING CO	1440998-00	08/22/2024	Misc. parts for equipment rep...	550.7700.000.5405	1,339.08
MANSFIELD OIL COMPANY	25649895	08/22/2024	cart fuel	550.7600.000.5130	1,252.81
SHAMROCK GROUP	3034140	08/22/2024	Ice for beverage resale	550.7600.000.5197	263.28
SHAMROCK GROUP	3041088	08/22/2024	ice for beverage resale	550.7600.000.5197	124.38
SHAMROCK GROUP	3057519	08/22/2024	Ice for beverage resale	550.7600.000.5197	189.20
DENNY'S 5TH AVENUE BAKERY	33820	08/22/2024	Buns, subs and donuts for resa...	550.7600.000.5197	110.21
DENNY'S 5TH AVENUE BAKERY	33911	08/22/2024	Buns, subs and donuts for resa...	550.7600.000.5197	135.53
DENNY'S 5TH AVENUE BAKERY	34001	08/22/2024	Buns, subs and donuts for resa...	550.7600.000.5197	110.21
COCA COLA BOTTLING COMP...	42812072010	08/22/2024	pop & water for resale	550.7600.000.5197	1,031.10
PHILLIPS WINE & SPIRITS	6809774	08/22/2024	Alcohol for resale	550.7600.000.5199	639.25
PHILLIPS WINE & SPIRITS	6813172	08/22/2024	Alcohol for resale	550.7600.000.5199	534.96
GRAINGER	9206082894	08/22/2024	gas cans	550.7700.000.5125	273.66
KENDELL DOORS & HARDWARE	IN088750B	08/22/2024	GC seals on front door from 2...	550.7600.000.5400	500.00
P&W GOLF SUPPLY LLC	INV134455	08/22/2024	parts for range pickers	550.7600.000.5405	695.43
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Matt Moyni...	08/23/2024	water softener salt and armor...	550.7600.000.5190	101.02
WELLS FARGO CREDIT CARD A...	Aldi 72039 Matt Moyni WF 07...	08/23/2024	fb sandwich buns	550.7600.000.5197	21.20
WELLS FARGO CREDIT CARD A...	Aldi 72058 Matt Moyni WF 07...	08/23/2024	hot dog buns	550.7600.000.5197	12.90
WELLS FARGO CREDIT CARD A...	Aldi 72058 Matt Moyni WF 07...	08/23/2024	hot dog buns	550.7600.000.5197	10.32
WELLS FARGO CREDIT CARD A...	Aldi 72058 Matt Moyni WF 07...	08/23/2024	cooking spray	550.7600.000.5197	2.39
WELLS FARGO CREDIT CARD A...	Batteries+bulbs #026 Matt M...	08/23/2024	Power supply battery pack for ...	550.7600.000.5190	97.20
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Matt Moyni...	08/23/2024	Tonic water and Club soda	550.7600.000.5197	9.62
WELLS FARGO CREDIT CARD A...	Cub Foods #1695 Matt Moyni...	08/23/2024	club soda and tonic water	550.7600.000.5197	6.42
WELLS FARGO CREDIT CARD A...	Cub Foods #1695 Matt Moyni...	08/23/2024	fb product for resale-tonic wa...	550.7600.000.5197	11.30
WELLS FARGO CREDIT CARD A...	Cub Foods #1695 Matt Moyni...	08/23/2024	onions-fb	550.7600.000.5197	16.24
WELLS FARGO CREDIT CARD A...	Cub Foods #1695 Matt Moyni...	08/23/2024	fb tonic water club soda and l...	550.7600.000.5197	25.64
WELLS FARGO CREDIT CARD A...	Holiday Stations 3556 Matt M...	08/23/2024	ice fb	550.7600.000.5197	51.92
WELLS FARGO CREDIT CARD A...	Jirik Sod Farm Joel Metz WF 0...	08/23/2024	sod	550.7700.000.5125	372.16
WELLS FARGO CREDIT CARD A...	Kwik Trip #662 Matt Moyni W...	08/23/2024	sandwich buns	550.7600.000.5197	1.59
WELLS FARGO CREDIT CARD A...	Metro Cash Register, I Matt ...	08/23/2024	thermal receipt tape	550.7600.000.5105	209.80
WELLS FARGO CREDIT CARD A...	Napa Store 3279003 Timothy ...	08/23/2024	Battery, tire strips and multipl...	550.7700.000.5405	365.31
WELLS FARGO CREDIT CARD A...	Nicollet Ace Hardware Timoth...	08/23/2024	lubricants	550.7700.000.5125	125.60
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Matt Moyni...	08/23/2024	Note pads and kleenex	550.7600.000.5105	52.70
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Matt Moyni...	08/23/2024	breakfast sandwiches	550.7600.000.5197	27.96
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Matt Moyni...	08/23/2024	breakfast sandwiches	550.7600.000.5197	27.96
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Matt Moyni ...	08/23/2024	banker boxes for storage	550.7600.000.5105	27.01
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Matt Moyni ...	08/23/2024	fb coffee cups & breakfast san...	550.7600.000.5197	149.56
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Matt Moyni ...	08/23/2024	fb supplies-candy and breakfa...	550.7600.000.5197	144.70
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Matt Moyni ...	08/23/2024	fb-tonic water and club soda ...	550.7600.000.5197	47.29
WELLS FARGO CREDIT CARD A...	Target 00025197 Leon Otnes...	08/23/2024	USB cord	550.7600.000.5125	19.45
WELLS FARGO CREDIT CARD A...	Target 00025197 Matt Moyni...	08/23/2024	paper clips and charging cords	550.7600.000.5105	37.16
WELLS FARGO CREDIT CARD A...	Target 00025197 Matt Moyni...	08/23/2024	paper clips, charging cords and...	550.7600.000.5190	12.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLLEGE CITY BEVERAGE	1057379	08/29/2024	Alcohol for resale	550.7600.000.5199	379.40
COLLEGE CITY BEVERAGE	1059859	08/29/2024	Alcohol for resale	550.7600.000.5199	301.90
BREAKTHRU BEVERAGE MINN...	117319719	08/29/2024	Alcohol for resale	550.7600.000.5199	492.00
BREAKTHRU BEVERAGE MINN...	117426317	08/29/2024	Alcohol for resale	550.7600.000.5199	250.00
BREAKTHRU BEVERAGE MINN...	117431044	08/29/2024	Alcohol for resale	550.7600.000.5199	583.95
SHAMROCK GROUP	3061845	08/29/2024	Ice for beverage resale	550.7600.000.5197	235.50
DENNY'S 5TH AVENUE BAKERY	34119	08/29/2024	Buns, subs and donuts for resa..	550.7600.000.5197	118.65
DENNY'S 5TH AVENUE BAKERY	34331	08/29/2024	Buns, subs and donuts for resa..	550.7600.000.5197	127.09
DENNY'S 5TH AVENUE BAKERY	34396	08/29/2024	Buns, subs and donuts for resa..	550.7600.000.5197	110.21
DENNY'S 5TH AVENUE BAKERY	34492	08/29/2024	Buns, subs and donuts for resa..	550.7600.000.5197	110.21
ARTISAN BEER COMPANY	3705189	08/29/2024	Alcohol for resale	550.7600.000.5199	323.10
M. AMUNDSON LLP	388679	08/29/2024	snacks for resale	550.7600.000.5197	354.76
HEGGIES PIZZA	478674	08/29/2024	food for resale	550.7600.000.5197	144.75
CINTAS CORPORATION	5226696002	08/29/2024	First aid supplies refill	550.7600.000.5190	63.36
PERFORMANCE FOOD GROUP ...	73158270	08/29/2024	Can liners, toilet paper and vi...	550.7600.000.5125	174.39
PERFORMANCE FOOD GROUP ...	73158270	08/29/2024	food & supplies for resale	550.7600.000.5197	854.99
PERFORMANCE FOOD GROUP ...	73177779	08/29/2024	Hand towels for club house ba...	550.7600.000.5125	70.87
PERFORMANCE FOOD GROUP ...	73250583	08/29/2024	Hand towel rolls	550.7600.000.5125	131.08
PERFORMANCE FOOD GROUP ...	73250583	08/29/2024	food & paper serving items for...	550.7600.000.5197	1,148.49
DAKOTA ELECTRIC ASSN	200002013605 7/31/2024B	08/31/2024	Electric	550.7700.000.5355	174.22
Fund 550 - INVER WOOD GOLF COURSE Total:					30,886.69

Fund: 603 - CENTRAL EQUIPMENT

UNIFIRST CORPORATION	1410080139	08/22/2024	Mechanics Uniforms	603.8300.000.5175	28.18
UNIFIRST CORPORATION	1410080139	08/22/2024	Shop Rentals	603.8300.000.5430	169.37
DANIEL BAUER - TRUE MECH...	1553	08/22/2024	Repair Mini-Split A/C	603.8300.000.5400	6,875.00
FACTORY MOTOR PARTS COM...	1-Q07522	08/22/2024	Stock automotive battery	603.8300.000.5410	150.46
FACTORY MOTOR PARTS COM...	1-Q07609	08/22/2024	Battery core for F550	603.8300.000.5410	332.92
ENVIRONMENTAL EQUIPMENT..	24202	08/22/2024	Suction hose for sweeper (w/ l...	603.8300.000.5410	756.00
DIAMOND MOWERS INC	268916	08/22/2024	Parts for flail mower	603.8300.000.5405	43.66
WORLD FUEL SERVICES	483115087504-41801	08/22/2024	Stock oil	603.8300.000.5410	1,120.33
MAUER CHEVROLET	5102174	08/22/2024	Parts for GMC 2500	603.8300.000.5410	53.09
MAUER CHEVROLET	5102382	08/22/2024	Parts for GMC 1500	603.8300.000.5410	81.68
INVER GROVE FORD	5347139	08/22/2024	Brake parts for squad car	603.8300.000.5410	392.15
INVER GROVE FORD	5347179	08/22/2024	Brake parts for squad car	603.8300.000.5410	392.15
INVER GROVE FORD	5347228	08/22/2024	Brake parts for F150	603.8300.000.5410	413.94
INVER GROVE FORD	5347277	08/22/2024	Window switch for squad car	603.8300.000.5410	72.45
INVER GROVE FORD	5347278	08/22/2024	Brake parts for F150	603.8300.000.5410	259.46
INVER GROVE FORD	5347295	08/22/2024	Credit for returned parts	603.8300.000.5410	-100.00
INVER GROVE FORD	5347348	08/22/2024	Sensor for squad car	603.8300.000.5410	52.89
INVER GROVE FORD	6421597	08/22/2024	Squad car A/C repairs	603.8300.000.5410	217.39
INVER GROVE FORD	6422135	08/22/2024	Fire truck steering & suspensi...	603.8300.000.5410	2,462.83
INVER GROVE FORD	6422827	08/22/2024	Squad car transmission fluid fl...	603.8300.000.5410	390.75
INVER GROVE FORD	6422910	08/22/2024	Squad car transmission fluid fl...	603.8300.000.5410	379.75
INVER GROVE FORD	6422990	08/22/2024	Squad car transmission fluid fl...	603.8300.000.5410	379.75
POMP'S TIRE SERVICE, INC.	980121984	08/22/2024	Parts for F250	603.8300.000.5410	606.08
POMP'S TIRE SERVICE, INC.	980122157	08/22/2024	Fire truck tires and parts for r...	603.8300.000.5410	2,778.68
SNAP-ON INDUSTRIAL	ARV/62067425	08/22/2024	Small tools for the shop	603.8300.000.5160	44.04
PRECISE MRM	IN001-1847528	08/22/2024	Parts for dump truck	603.8300.000.5410	636.57
SAFE-FAST, INC.	INV294847	08/22/2024	Safety Gear - gloves and safety..	603.8300.000.5175	268.68
MACQUEEN EMERGENCY GR...	P11360	08/22/2024	Switch and turn signal parts fo...	603.8300.000.5410	297.68
MACQUEEN EMERGENCY GR...	P11370	08/22/2024	Hand-held remote control for f...	603.8300.000.5410	1,685.66
MACQUEEN EMERGENCY GR...	P11402	08/22/2024	Fire truck bottle overflow and ...	603.8300.000.5410	209.25
TRI-STATE BOBCAT INC.	P22549	08/22/2024	Shaft, filter and tires for Tool...	603.8300.000.5405	1,789.62
MACQUEEN EMERGENCY GR...	W14418	08/22/2024	Camera van new cable replac...	603.8300.000.5410	11,924.15
WELLS FARGO CREDIT CARD A...	Ace Hardware 693 Rick Jacks ...	08/23/2024	Batteries	603.8300.000.5125	15.99
WELLS FARGO CREDIT CARD A...	Amazon Mktp Rv6xs23t2 Barr...	08/23/2024	Welding helmet lens	603.8300.000.5160	28.47
WELLS FARGO CREDIT CARD A...	Amazon.Com Ry0u327f0 Barry...	08/23/2024	Sharpie markers for Central E...	603.8300.000.5105	21.99
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rj39f8bg0 Barr...	08/23/2024	Address Stamp	603.8300.000.5105	10.25
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rs2qp56i2 Rick...	08/23/2024	Paint pump & pressure regula...	603.8300.000.5160	589.95
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rv4yx4472 Bar...	08/23/2024	Welding Helmet Amber Lens	603.8300.000.5160	41.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rv7tz0111 Barr...	08/23/2024	Welding Helmet inside lens	603.8300.000.5160	12.75
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Ry8g03g12 Bar...	08/23/2024	Hand Sanitizer for after operat...	603.8300.000.5125	73.98
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Joel ...	08/23/2024	Bins for parts room	603.8300.000.5190	29.52
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Rick ...	08/23/2024	fire pump	603.8300.000.5405	71.24
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Needle	603.8300.000.5150	18.04
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	shop tools - 2 creepers	603.8300.000.5150	179.98
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Filters	603.8300.000.5150	25.64
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Respirators	603.8300.000.5150	37.70
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Fuel filter	603.8300.000.5405	3.95
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Air filters for water pump	603.8300.000.5405	13.97
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Battery for roller	603.8300.000.5405	166.55
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	fire pump	603.8300.000.5405	41.63
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Sandpro powerplug	603.8300.000.5405	9.34
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Fuel filters for Fuel pumps	603.8300.000.5405	55.28
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Oil filters for mowers	603.8300.000.5405	51.85
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	fire pump	603.8300.000.5405	41.63
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Parts for fire truck	603.8300.000.5410	69.97
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Stock wiper blades	603.8300.000.5410	139.90
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Stock Hyd fittings	603.8300.000.5410	88.62
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Repair kit	603.8300.000.5410	19.99
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Air filter for unmarked squad ...	603.8300.000.5410	21.13
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Hitch pin for GMC 2500	603.8300.000.5410	14.99
WELLS FARGO CREDIT CARD A...	Oreilly 1767 Rick Jacks WF 07/...	08/23/2024	Micro V-belt for escape	603.8300.000.5410	31.28
WELLS FARGO CREDIT CARD A...	Sq Minnesota Fall Mai Joel Jac...	08/23/2024	MN Fall Equipment EXPO Cent...	603.8300.000.5335	120.00
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Joel J...	08/23/2024	equipment touch-up paint	603.8300.000.5150	6.48
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Joel J...	08/23/2024	Truck Receiver and hitch pin	603.8300.000.5410	47.98
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Rick J...	08/23/2024	Lock pins	603.8300.000.5150	18.12
Fund 603 - CENTRAL EQUIPMENT Total:					37,283.77

Fund: 605 - CITY FACILITIES

LVC COMPANIES, INC.	142995	08/22/2024	Water plant fire alarm system ...	605.8500.000.5400	10,018.33
ULINE	181847997	08/22/2024	Office chairs for Pat & Dennis	605.8500.000.5160	497.90
GILBERT MECHANICAL CONTR...	248991	08/22/2024	convert (2) MacQuay HP's to A...	605.8500.000.5605	3,248.91
TOTAL CONSTRUCTION & EQU...	40214	08/22/2024	Light repairs at fire station 2	605.8500.000.5400	1,297.64
TWIN CITY GARAGE DOOR	Z281908	08/22/2024	FS #3 garage door repair	605.8500.000.5400	422.50
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Patric...	08/23/2024	surge protector for new comm...	605.8500.000.5105	24.97
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Patric...	08/23/2024	wasp spray for rooftop units w...	605.8500.000.5125	6.97
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Patric...	08/23/2024	command strips and hooks to ...	605.8500.000.5125	59.90
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Patric...	08/23/2024	hardware for Police undercov...	605.8500.000.5125	12.10
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Patric...	08/23/2024	silicone and Fast grab for shop...	605.8500.000.5150	24.96
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Patric...	08/23/2024	white paint for vents in the v...	605.8500.000.5150	67.73
DANIEL BAUER - TRUE MECH...	1579	08/29/2024	repairs to heat pump	605.8500.000.5400	508.75
CINTAS CORPORATION	5226696037	08/29/2024	First aid supplies refill	605.8500.000.5190	184.76
GRAINGER	9214529415	08/29/2024	Label printer kit for equipment..	605.8500.000.5160	235.97
GRAINGER	9221600340	08/29/2024	label cartridge for new label kit	605.8500.000.5160	77.17
GRAINGER	9222542343	08/29/2024	Parts for city hall toilet repairs	605.8500.000.5400	135.06
Fund 605 - CITY FACILITIES Total:					16,823.62

Fund: 606 - TECHNOLOGY FUND

COMMERCIAL INFRASTRUCTU...	l10690	08/22/2024	Install & replace Conf. Rm. cab...	606.8600.000.5310	1,267.57
WELLS FARGO CREDIT CARD A...	Amazon Mar 114-450190 Mar...	08/23/2024	Large heavy duty 25" scissors	606.8600.000.5190	47.98
WELLS FARGO CREDIT CARD A...	Amazon MktpL R75ay22t0 Ma...	08/23/2024	iPad cases	606.8600.000.5160	77.94
WELLS FARGO CREDIT CARD A...	Amazon MktpL Rj6ic0v22 Marc...	08/23/2024	Headset	606.8600.000.5160	37.99
WELLS FARGO CREDIT CARD A...	Amazon MktpL Rs14e3wx1 Ma...	08/23/2024	Monitors	606.8600.000.5615	237.97
WELLS FARGO CREDIT CARD A...	Amazon MktpL Rs1fm9x60 Ma...	08/23/2024	Power bricks	606.8600.000.5190	38.19
WELLS FARGO CREDIT CARD A...	Amazon MktpL Ry3ti3e51 Marc...	08/23/2024	Keypad replacement	606.8600.000.5190	20.94
WELLS FARGO CREDIT CARD A...	Amazon MktpL Ry6rc7fv0 Marc...	08/23/2024	CAT5 Cable	606.8600.000.5160	433.59
WELLS FARGO CREDIT CARD A...	Amazon MktpLace Pmts Marc ...	08/23/2024	Return of replacement Ipad	606.8600.000.5615	-168.51
WELLS FARGO CREDIT CARD A...	Amazon Ret 20240717 I Marc...	08/23/2024	Laptop peripherals	606.8600.000.5615	189.90
WELLS FARGO CREDIT CARD A...	Amazon.Com R79rv9242 Marc...	08/23/2024	Laptop	606.8600.000.5615	979.98
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rj3l20vu2 Mar...	08/23/2024	Laptop peripherals	606.8600.000.5615	147.00
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rj4ob7qm0 M...	08/23/2024	Laptop peripherals	606.8600.000.5615	54.36

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Vendor Name	Payable Number	Post Date
WELLS FARGO CREDIT CARD A...	Amzn Mktp US Rv6111252 Ma...	08/23/2024
WELLS FARGO CREDIT CARD A...	Best Buy Mht 00010553 Marc...	08/23/2024
WELLS FARGO CREDIT CARD A...	Best Buy Mht 00010553 Marc...	08/23/2024
WELLS FARGO CREDIT CARD A...	Quadient Inc Oracle Accounts ...	08/23/2024
WELLS FARGO CREDIT CARD A...	Zoom.U.s 888-799-9666 Marc ...	08/23/2024

Fund: 702 - ESCROW FUND

KENNEDY & GRAVEN	182836	08/22/2024
KENNEDY & GRAVEN	182836	08/22/2024
KENNEDY & GRAVEN	182836	08/22/2024
KENNEDY & GRAVEN	182836	08/22/2024
KENNEDY & GRAVEN	182836	08/22/2024
SHORT ELLIOTT HENDRICKSON..	472073	08/22/2024
WELLS FARGO CREDIT CARD A...	Simplifile.Com Rebecca Ki WF ...	08/23/2024
WELLS FARGO CREDIT CARD A...	Simplifile.Com Rebecca Ki WF ...	08/23/2024
WELLS FARGO CREDIT CARD A...	Simplifile.Com Rebecca Ki WF ...	08/23/2024

Description (Item)	Account Number	Amount
Large format printer for City H...	606.8600.000.5615	4,990.00
Apple pencil returns	606.8600.000.5160	-171.34
Return	606.8600.000.5160	-26.66
Ink for postage machine	606.8600.000.5105	304.05
Zoom video conference 8.2024	606.8600.000.5395	31.98
Fund 606 - TECHNOLOGY FUND Total:		8,492.93

Peltier Reserve Legal Services ...	702.3100.272.2050	1,772.00
Pine Bend Landfill Exp. App.	702.5100.015.2050	2,091.00
6211 Concord Rezoning	702.5100.226.2050	255.00
7761 Amana Trl (Insight Dev.)	702.5100.229.2050	2,193.00
Yellowtree Pre/Final PUD Am...	702.5100.230.2050	2,320.50
Inver AT&T Progress Payment ...	702.3100.321.2050	1,230.13
Doc 3635380 - Potholing Agre...	702.3100.237.2050	52.33
Doc #3635805 - SWFMA 5904...	702.3100.325.2050	52.33
Doc 3635168 - Res 2024-086 -...	702.5100.220.2050	52.33
Fund 702 - ESCROW FUND Total:		10,018.62

Grand Total: 2,022,329.67



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: September 9, 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 9.9.24 (hires-terms)



Personnel Actions - Council Agenda Attachment

Meeting Date:	September 9, 2024
Item Type:	Consent Agenda
Contact:	Cora Bauer
Prepared by:	Cora Bauer
Reviewed by:	Janet Shefchik, HR Manager

Fulltime Employment Hires:

Gio Adamski, Police Officer

Seasonal/Temporary Employment Hires:

Douglas Heikkila, Golf Course Maintenance
Justin Artema, Non-Certified Swim Instructor
William Makela, Lifeguard
Jayda Ellingson, Child Care Worker
Jacob Pozega, Operations Assistant I - VMCC
Steven Dykstra, Paid On-call Firefighter
Samuel Libke, Paid On-call Firefighter
Cale Scherber, Paid On-call Firefighter
Ryan Burke, Paid On-call Firefighter
Michael Schmidt, Paid On-call Firefighter
Brian Costello, Paid On-call Firefighter
Matthew Kuefler, Paid On-call Firefighter
Martha Therres, Paid On-call Firefighter
Tatyanna Hesser, Paid On-call Firefighter
Alexandra Fordice, Paid On-call Firefighter
Bradley Therres, Paid On-call Firefighter
Carter Bollman, Paid On-call Firefighter
John Zabinski, Paid On-call Firefighter

Voluntary Resignations, Retirements and/or Terminations:

Saemi Lee, GIS Intern
Hunter Aamott, Birthday Party Host
Olivia Korngable, Fitness Attendant
Sam Heckel, Fitness Intern
Dylan Hawj, Engineering Intern
Cole Holmes, Golf Course Technician
Easton Strecker, Street Maintenance Helper
Annie Beck, Street Maintenance Helper

Skylar Arneson, Street Maintenance Helper
Andrew Auge, Park Maintenance Helper
Jacob Auge, Park Maintenance Helper
Kyle Bauer, Park Maintenance Helper
Joshua Berreth, Park Maintenance Helper
Lucas Bollback, Park Maintenance Helper
Ethan Bombardier, Park Maintenance Helper
Harrison Bowie, Park Maintenance Helper
Andrew Daniel, Park Maintenance Helper
Traig Felton, Park Maintenance Helper
Connor Hennen, Park Maintenance Helper
Cade Kimmes, Park Maintenance Helper
Kaden Kirsch, Park Maintenance Helper
Samuel Lehner, Park Maintenance Helper
David Olund, Park Maintenance Helper
Isaac Rabaey, Park Maintenance Helper
Kelin Rasmussen, Park Maintenance Helper
Jace Sperl, Park Maintenance Helper
Jacob Taylor, Park Maintenance Helper
Ben Teigland, Park Maintenance Helper
Tanner Thoms, Park Maintenance Helper



Request for Council Action

SUBJECT: **Resolution Amending Position Classification Plan**

MEETING DATE: September 9, 2024

ITEM TYPE: Consent Agenda

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, amending the City's position classification plan.

BACKGROUND

The City maintains a formal position classification plan that assigns each staff position within the City organization to a pay grade. Each pay grade then has a minimum and maximum wage or salary amount, and incremental steps for moving within the range.

The Assistant to the Chief Building Official position has grown to take on additional software, workflow, and administrative coordination responsibilities. Therefore, the position description was revised to reflect these changes and sent to the Pay Equity Classification Consultant for a job evaluation. The consultant's recommendation is that the updated position - titled Administrative & Technical Support Coordinator - be placed in Grade 14 of the City's classification plan. If approved, the City will follow its internal process to determine the incumbent's placement within the new range.

At this time, the Council is asked to adopt an amended position classification plan to reflect the following changes:

Remove the position of Assistant to the Chief Building Official from Grade 11 and add the position of Administrative & Technical Support Coordinator at Grade 14.

FISCAL IMPACT

A change to the position was budgeted for as part of the 2024 budget process. However, the reclassification process was delayed to allow time for the new Community Development Director to review it within the context of the department structure as a whole.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, amending the City's position classification plan.

ATTACHMENTS

1. Inver Grove Heights Position Classification Plan (Sept. 2024 amendment)
2. Resolution Approving Amended Position Classification Plan (September 2024)

City of Inver Grove Heights Job Ratings – Salary Grade & Exempt Status

Classification Title:	Salary Grade	Exempt Status
City Administrator	31	E
Chief of Police	28	E
Director of Public Works	27	E
Director of Parks & Recreation	27	E
Fire Chief	27	E
Director of Community Development	27	E
Director of Finance	27	E
Deputy Fire Chief	24	E
Police Commander	24	E
Human Resources Manager	24	E
City Engineer	24	E
Technology Manager	23	E
Police Lieutenant	22	E
Assistant Finance Director	22	E
Assistant Chief/Fire Marshal	22	E
Assistant Chief/Fire Ops & Standards	22	E
Chief Building Official	22	E
Assistant City Engineer (P.E.)	21	E
City Planner	21	E
Facilities Maintenance Superintendent	21	E
Parks Superintendent	21	E
Communications Manager	21	E
Recreation Superintendent	21	E
Shift Captain – Fire	21	NE
Street Maintenance Superintendent	21	E
Utilities Superintendent	21	E
Community Center Manager	20	E
Golf Course Clubhouse Superintendent	20	E
Sergeant	20	NE
City Clerk	19	E
Golf Course Superintendent	19	E
Shift Lieutenant - Fire	19	NE
Associate Planner	18	NE
Fire Operations Supervisor	18	E
Senior Accountant	18	NE
Systems Administrator	18	E
Utility Billing Coordinator	18	NE
Aquatics Coordinator	17	NE
Firefighter/Fire Inspector	17	NE
Fitness Coordinator	17	NE
Graduate Civil Engineer	17	E
Police Officer	17	NE
Senior Engineering Technician	17	NE
Senior Combination Inspector (Bldg.)	17	NE
Accountant/Wage and Benefits Coord.	16	NE
Assistant Planner	16	NE
Environmental Specialist	16	NE
Combination Inspector (Bldg.)	16	NE
Firefighter	16	NE

Classification Title:	Salary Grade	Exempt Status
Golf Operations Coordinator	16	E
Mechanic Lead Worker	16	NE
Park Maintenance Coordinator	16	NE
Recreation Coordinator	16	NE
Support Services Supervisor	16	E
Assist. Golf Course Superintendent	15	E
Engineering Technician	15	NE
Environmental Resources Tech.	15	NE
GIS Specialist	15	NE
Human Resources Coordinator	15	NE
Code Compliance Coordinator	15	NE
Water Plant Operator	15	NE
Accounting Technician, Sr.	14	NE
Admin. & Tech. Support Coordinator	14	NE
GIS Tech II	14	NE
Golf Course Mechanic	14	NE
IT Specialist	14	NE
Mechanic	14	NE
Street Maintenance Lead Worker	14	NE
Utilities Lead Worker	14	NE
Communications Specialist	13	NE
Deputy City Clerk	13	NE
Accounting Technician	12	NE
Administrative Specialist	12	NE
Community Develop. Support Spec.	12	NE
Engineering Support Specialist	12	NE
Public Works Support Specialist	12	NE
Records Specialist	12	NE
Sign Worker – Street Maintenance	12	NE
Sr. Office Support	11	NE
Recreation Specialist	11	NE
Evidence Technician	10	NE
GIS Tech I	10	NE
Office Support II	10	NE
City Facilities Maintenance Worker	10	NE
Parks Maintenance Worker	10	NE
Street Maintenance Worker	10	NE
Utility Maintenance Worker	10	NE
VMCC Maintenance Worker	10	NE
Custodian II	9	NE
Lead Customer Service Specialist	9	NE
Office Support	9	NE
VMCC Operations Worker	9	NE
Customer Service Specialist	8	NE
Golf Course Technician	4	NE
Police Cadet	3	NE
Golf Course Cashier	2	NE
Table last updated	As of:	9/9/24

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

RESOLUTION NO. 2024-181

RESOLUTION AMENDING THE CITY'S POSITION CLASSIFICATION PLAN

WHEREAS, the City maintains a formal position classification plan that assigns each staff position within the City organization to a pay grade. Each pay grade then has a minimum and maximum wage or salary amount, and incremental steps for moving within the range; and

WHEREAS, from time to time there is a need to amend the classification plan to add or remove positions to coincide with the changing needs of the organization or to adjust the classification of an existing position to maintain competitive rates of pay within the market or reflect changes in job duties.

NOW THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council that the following changes be made to the City's Position Classification Plan:

Reclassify the Assistant to the Chief Building Official position from Grade 11 to Administrative & Technical Support Coordinator at Grade 14.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Approving Local Road Improvement Program Grant Funding Assistance for City Project No. 2016-17 - 117th Street Reconstruction**

MEETING DATE: September 9, 2024

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving Local Road Improvement Program grant funding assistance for City Project No. 2016-17 - 117th Street Reconstruction.

BACKGROUND

The 117th Street Reconstruction project (City Project 2016-17) is a cooperative project between the City of Inver Grove Heights and Dakota County dating to 2021, when both agencies were awarded a Federal Freight Grant in the amount of \$8,000,000 for construction of the project. Since that time, the project has been scoped through a feasibility study (accepted by the City Council on February 7, 2023), and final project plans have been completed and approved by the Minnesota Department of Transportation (MnDOT). Pending completion of right of way acquisition by Dakota County, and completion of railroad crossing construction agreements with UP Railroad, bidding is scheduled to occur in November 2024, with a contract award sometime in early 2025, and construction commencing shortly thereafter.

The City solicited the State Legislature for a project appropriation through various state bonding bills dating to 2021. In 2023, the City and Dakota County were granted a state bonding appropriation of \$5,000,000 for the 117th Street Reconstruction project through the MnDOT 2023 Local Road Improvement Program (LRIP) grant program. In order to access these funds, the City of Inver Grove Heights and Dakota County must independently show that we have legally committed the funding for the project for our respective cost shares. This is most simply achieved through the approval of a resolution, which identifies the City's cost share, and what fund(s) we will use to finance the construction of the project. Having completed the final design, these costs are based on line-item, unit price estimates for the final construction that will be included in the final project bid package. These numbers remain estimates, but are considered adequate for the purposes of finalizing the necessary funding grant agreement with MnDOT. A copy of the current funding breakdown is included as an attachment to this Council item.

The attached Resolution identifies the primary project parameters as it relates to the LRIP funding appropriation, and identifies the City's legal commitment and ability to pay for the City's cost share of \$2,512,715 for the project through the Pavement Management - Local Streets Fund (Fund 440). This Resolution is NOT the final budget resolution for the project, which will be brought forth at the time the City approves the award of a construction contract. The Council may choose to appropriate funding from additional funding sources at that time. Upon submittal of this Resolution to MnDOT,

along with additional fund balance documentation, MnDOT will draft a grant funding agreement with the City, which will be finalized following final project bidding. The attached Resolution has been drafted to authorize the Mayor and Clerk to execute the grant agreement, once finalized.

FISCAL IMPACT

The City is anticipating recuperating most of the City-responsible project costs (93%) through special assessments for sanitary sewer installation, with some design-related costs already paid for through Pavement Management - Local Streets and Water Capital funds. Special assessments are typically paid over time, so the up-front costs of the sewer construction must be paid for by the City through existing fund balances. The majority of the City's assessable projects are paid through the Pavement Management - Local Streets Fund (Fund 440), given it's larger baseline cash balance year-over-year, which is bolstered by project-specific bonding. For reference, as of July 31, 2024, the Pavement Management Fund has a fund balance of \$16,779,859. For simplicity in cost tracking, and to preserve the fund balance in the City's Sewer Capital Fund, staff recommend paying for the City's share of project costs fully through the Pavement Management Fund.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving Local Road Improvement Program grant funding assistance for City Project No. 2016-17 - 117th Street Reconstruction.

ATTACHMENTS

1. Resolution - LRIP Grant Funding Commitment
2. 117th Street Cost Split and Breakdown

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

RESOLUTION NO. 2024-182

RESOLUTION APPROVING LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT FUNDING ASSISTANCE FOR 117th STREET RECONSTRUCTION (CITY PROJCT NO. 2016-17; SP 019-632-051, SP 178-020-032, SP 019-671-007, AND SP 1907-127)

WHEREAS, under the provisions contained in Minnesota Laws of 2023, Chapter 72, Article 1, Section 16, Subdivision 13, the State of Minnesota appropriated \$5,000,000 in General Obligation bonds for a grant to the City of Inver Grove Heights (City) or Dakota County (County) “to perform final design, acquire right-of-way, acquire easements, and reconstruct 117th Street from Rich Valley Boulevard (Dakota County Road 71), including intersection improvements thereto in both directions up to 1,500 feet, to approximately 800 feet east of U.S. Highway 52 to improve safety, mobility, and traffic conditions. This appropriation includes the cost for relocation and construction of public utilities on 117th Street, including sanitary sewer, water main, and storm sewer facilities”; and

WHEREAS, the City has the legal authority to apply for financial assistance, and the institutional, administrative, and managerial capability to ensure adequate acquisition, construction, maintenance and protection of the proposed project; and

WHEREAS, the City has not incurred any reimbursable expenses prior to the effective date of the session law providing the state appropriation; and

WHEREAS, the City has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice; and

WHEREAS, upon approval of its application by the state, the City may enter into an agreement with the State of Minnesota for the above- references project, and that the City certifies that it will comply with all applicable laws and regulations as stated in the contract agreement.

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

1. The City, in cooperation with Dakota County, hereby pledges to complete the project if it exceeds the total funding provided by the proposed \$5,000,000 grant from the Minnesota Department of Transportation.
2. The City has the financial capability to provide any required matching funds and that for the purposes of financing the 117th Street Reconstruction project, the source of City’s matching funds shall be from the Pavement Management – Local Streets Fund (Fund 440) in the amount of \$2,512,715 and will not include other State funding sources.
3. That the Mayor and City Clerk are hereby authorized to execute such grant agreements as are necessary to implement the project on behalf of the City.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

117th Street - Cost Breakdown Calculation and Cost Split - IGH and Dakota County (100% Final Design) - Based on County Cost Policy

* Dakota County 2022 averages...2 Lane Rural = \$2.36M/mile "Collector"		\$2,360,000 per Mile	STA 110+00.	STA 166+00.			
			From CSAH 71	To FHR Ent			
10-Ton Routes (85% County/15% City)	15%		85% of Difference		cost of collector +15% of differen		
Cost of 2 lane divided	\$15,783,903	100%	County =	\$11,288,742	City =	\$4,495,161.19	\$15,783,902.90
cost of collector	\$2,503,030	16%		71.52%		28.48%	
difference	\$13,280,873	84%					

		Total	City	County	MHFP	City Share	County Share	Cost Participation Policies
Preliminary Design		\$658,800	\$248,895	\$409,905		37.78%	62.22%	Share of final project costs
Final Design		\$1,353,256	\$511,260	\$841,996		37.78%	62.22%	Share of final project costs
Construction Administration		\$2,029,884	\$766,890	\$1,262,994		37.78%	62.22%	Share of final project costs
Right of Way		\$3,200,000	\$480,000	\$2,720,000		15.0%	85.0%	F.14 Cost Participation - Modernization-Future County Road Segments
Utility Relocation & RR Crossing Upgrades		\$1,850,000	\$277,500	\$1,572,500		15.0%	85.0%	F.14 Cost Participation - Modernization-Future County Road Segments
Construction	Road & Drainage	\$15,783,903	\$2,216,856	\$5,567,047	\$8,000,000	28.48%	71.52%	Share of final project costs
	City Utilities	\$3,011,315	\$3,011,315			100%	0%	City utilities 100% City Cost
		\$27,887,157	\$7,512,715	\$12,374,442	\$8,000,000			
			26.9%	44.4%	28.7%			
Less MHFP		\$19,887,157	\$7,512,715	\$12,374,442				
			37.78%	62.22%				

117th Street - Cost Breakdown Calculation and Cost Split - IGH and Dakota County (100% Final Design)

City/County Funding Splits (Full Costs -100% Estimate) - LRIP Funding Applied to Construction Costs (No Agency Split)

	City Costs - Funding Sources				Dakota County Costs	Minnesota Highway Freight Program (MHFP) Grant	LRIP (State Bonding)		Total
	Pavement Management - Local Streets (Fund 440)	Water Capital - Connection Fund (Fund 511)	Special Assessments				Applied to City Construction Costs	Applied to County Construction Costs	
			Street & Storm	Sanitary Sewer					
Preliminary Design	\$135,861	\$11,117	\$73,156	\$28,760	\$409,905				\$658,800
Final Design	\$279,076	\$22,836	\$150,272	\$59,076	\$841,996				\$1,353,256
Construction Administration	\$418,614	\$34,255	\$225,407	\$88,614	\$1,262,994				\$2,029,884
Right of Way Acquisition	\$312,000		\$168,000		\$2,720,000				\$3,200,000
Utility Relocation & RR Crossing Agreements	\$277,500				\$1,572,500				\$1,850,000
Construction Costs									
Street & Storm Sewer Improvements					\$3,623,428	\$8,000,000	\$2,216,856	\$1,943,619	\$15,783,903
Sanitary Sewer Improvements				\$2,171,790					\$2,171,790
Watermain Improvements							\$839,525		\$839,525
TOTAL	\$1,423,051	\$68,208	\$616,835	\$2,348,240	\$10,430,822	\$8,000,000	\$3,056,381	\$1,943,619	\$27,887,157
						Total LRIP -->		\$5,000,000	
						Total City Costs Contributed -->		\$9,456,335	(\$1,943,619)
						Total County Costs Contributed -->		\$10,430,822	\$1,943,619

Assumes Bonding is 100% City Funds per County Agreement. As such, \$1,943,619 of bonding applied to County costs (see tabulation below - City Indirect Costs Shifted to County)

City/County Funding Splits (Full Costs -100% Estimate) - Balanced Cost Distribution so 100% of LRIP Applied to City Project Costs, but stays in Construction to cover County costs

	City Costs - Funding Sources				Dakota County Costs	City Indirect Costs Shifted to County to Cover LRIP Funding	Minnesota Highway Freight Program (MHFP) Grant	LRIP (State Bonding)		Total
	Pavement Management - Local Streets (Fund 440)	Water Capital - Connection Fund (Fund 511)	Special Assessments					Applied to City Construction Costs	Applied to County Construction Costs	
			Street & Storm	Sanitary Sewer						
Preliminary Design	\$135,861	\$11,117		\$28,760	\$409,905	\$73,156			\$658,800	
Final Design		\$17,496		\$59,076	\$841,996	\$434,687			\$1,353,256	
Construction Administration				\$88,614	\$1,262,994	\$678,276			\$2,029,884	
Right of Way Acquisition					\$2,720,000	\$480,000			\$3,200,000	
Utility Relocation & RR Crossing Agreements					\$1,572,500	\$277,500			\$1,850,000	
Construction Costs										
Street & Storm Sewer Improvements					\$3,623,428		\$8,000,000	\$2,216,856	\$1,943,619	\$15,783,903
Sanitary Sewer Improvements				\$2,171,790						\$2,171,790
Watermain Improvements								\$839,525		\$839,525
TOTAL	\$135,861	\$28,614	\$0	\$2,348,240	\$10,430,822	\$1,943,619	\$8,000,000	\$3,056,381	\$1,943,619	\$27,887,157
							Total LRIP -->	\$5,000,000		
							Total City Costs Contributed -->	\$7,512,715		
							Total County Costs Contributed -->	\$12,374,442		

Total City Costs (not including LRIP): \$2,512,715
Finance through PM-Local Streets (Fund 440) for State LRIP Grant Agreement
Adjust Fund Contributions in conjunction with Contract Bid Award

Request for Council Action

SUBJECT: **First Amendment to the Final Design Contract for City Project No. 2016-17 - 117th Street Reconstruction**

MEETING DATE: September 9, 2024

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

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

BACKGROUND

On May 8, 2023, the City Council approved a Joint Powers Agreement (JPA) with Dakota County for the final design, right of way acquisition, and jurisdictional transfer associated with the 117th Street Reconstruction Project (City Project. No. 2016-17). At the same meeting the City Council also approved a contract with SRF Consulting Group, Inc. (SRF) for the final design engineering for the 117th Street Reconstruction project in the amount of \$977,547. Based on the JPA, the City's cost share of the final design costs was estimated at 38.6% (\$377,333), and the County's cost share was 61.4% (\$600,214). The original contract with SRF did not set a final completion date, but the RFP had estimated final design completion with project bidding occurring in the Spring/Summer of 2024.

Through the final design process, a number of scope changes related to the project occurred that resulted in the need for additional work and costs for final design. These scope adjustments are identified in the attached amendment letter from SRF, and include additional right-of-way coordination and plan compilation needs, additional survey work, several additional iterations of plan revisions due to changes in field conditions on adjacent properties (landfills, gravel pits, etc.), modification of stormwater basin design due to potential contaminated soils found during geotechnical explorations, and several revisions that were required at the request of MnDOT for their plan approval, including signal system and ADA ramp upgrades at 117th Street and US TH 52 and project detour modifications. There are also additional costs due simply to the extension of the project design timeline, from Spring/Summer of 2024 to Winter/Spring of 2024/2025. The total amount of extra work identified is \$240,631, or approximately 25% more than the original final design contract. The City would be responsible for 38.6% of these costs (\$92,884).

This amendment also requests that a formal contract expiration date be set based on the contract bid schedule, to ensure a defined cutoff date is set for the contractual obligations of SRF. The recommended contract expiration date is March 31, 2025.

This request has been reviewed by City and County project staff, who believe it to be reasonable, reflective of work that was beyond the scope of the original contract, and necessary to complete the final design effort as originally proposed.

FISCAL IMPACT

The original cost estimate for final design engineering was \$969,475, as noted in the JPA approved by the City Council on March 8, 2023. The table below shows the cost sharing responsibilities between the City of Inver Grove Heights and Dakota County, including the proposed contract amendment:

	City of IGH Cost Share (38.6%)	Dakota County Cost Share (61.4%)	Total Cost
Final Design - JPA Estimate (5/8/2023)	\$291,017	\$678,548	\$969,475
Final Design Engineering Contract (SRF)	\$377,333	\$600,214	\$977,547
Amendment No. 1	\$92,884	\$147,747	\$240,631
Total Contractual Obligation	\$470,217	\$747,961	\$1,218,178

The cost for the City's share of Amendment No. 1 to the contract will be funded through Fund 436 - 117th Street Reconstruction Fund. Fund 436 has a current unencumbered balance of \$300,195, which is sufficient to cover the full cost of Amendment No. 1, until the County can reimburse the City for their share of the amendment costs.

An updated cost estimate for final design engineering, based on the estimated final construction cost and typical legal, engineering, administrative, and finance (LEAF) costs identifies final engineering costs in the amount of \$1,353,256, which is greater than the above-noted design costs with Amendment No. 1. This is a key indicator that the design cost amendment, although it appears large at 20% the original design contract, is within a reasonable range for a project of this size and scope. This cost split has been included as an attachment to this Council item for reference, and will be further revised with the final construction bid costs, and at the time the final construction budget is brought forth for Council consideration.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

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

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

RESOLUTION NO. 2024-183

**RESOLUTION APPROVING AMENDMENT NO. 1 TO THE FINAL DESIGN ENGINEERING
CONTRACT WITH SRF CONSULTING GROUP, INC. FOR THE 117TH STREET RECONSTRUCTION
PROJECT (CITY PROJECT NO. 2016-17)**

WHEREAS, the City of Inver Grove Heights (City) and Dakota County (County) entered into a Joint Powers Agreement (JPA) for the final design, right of way acquisition, and jurisdictional transfer associated with City Project No. 2016-17 – 117th Street Reconstruction Project on May 8, 2023; and

WHEREAS, the cost split between the City and County for the final design engineering was estimated at 38.6% City (\$291,017) and 61.4% County (\$678,548), for a total cost of \$969,475; and

WHEREAS, the City and SRF Consulting Group, Inc. (SRF) entered a Contract for final design engineering of 117th Street on May 8, 2023; and

WHEREAS, the total cost of the Contract was \$977,547; and

WHEREAS, several scope changes related to the project have occurred, resulting in the need for additional work and costs for final design, including additional right-of-way coordination and plan compilation needs, additional survey work, several additional iterations of plan reviews and revisions due to changes in field conditions and business operational changes on adjacent properties, modification of stormwater basin design due to previously unknown contaminated soils discovered during final design, and several revisions required at the request of the Minnesota Department of Transportation to existing MnDOT facilities located along the project corridor; and

WHEREAS, the original contract had an estimated final design completion with bidding in the Spring/Summer of 2024, which has been revised to be completed in the Spring of 2024/2025; and

WHEREAS, these changes have resulted in additional costs in the amount of \$240,631 to be incurred in order for SRF Consulting Group, Inc. to complete the final plan engineering deliverables as defined in the Contract.

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

1. The City hereby approves Amendment No. 1 to extend the completion date of the Contract to May 31, 2025, and increase the Contract value by \$240,631 to \$1,218,178.
2. Based on the cost split in the JPA between the City and County, the City's share of the increased Contract cost will be \$192,884 and will be funded through Fund 436 – 117th Street Reconstruction Fund.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Amendment No. 1
To
Professional Services Agreement for City Project No. 2016-17
117th Street Reconstruction - Final Design**

SRF Consulting Group, Inc. ("Contractor") and the **City of Inver Grove Heights** ("City") agree that the Agreement entered on May 8, 2023, relating to the final design for 117th Street from CSAH 71 to TH 52 in Inver Grove Heights is amended as follows:

Section 4. Contract Documents: The following document is added to the list of documents in this section:

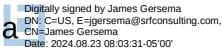
D. Consultants Amendment Request Proposal dated August 16, 2024

Section 5. Compensation: **Exhibit B** is supplemented further by the compensation estimate provided for additional services as listed in the Consultant's Amendment Request Proposal dated August 16, 2024.

In witness whereof, Contractor and City have caused this Amendment to be executed on their behalf by the proper officer.

CONTRACTOR
SRF Consulting Group, Inc.

CITY
City of Inver Grove Heights

Signed: James Gersema 
Digitally signed by James Gersema
DN: C=US, E=jgersema@srfconsulting.com,
CN=James Gersema
Date: 2024.08.23 08:03:31 -05'00'

By: James Gersema

Its: Vice President

Date: 8/23/2024

Signed: _____

By: Brenda Dietrich

Its: Mayor

Date: _____

ATTEST

Signed: _____

By: Rebecca Kiernan

Its: City Clerk

Date: _____



16424.00

August 16, 2024

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

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

Dear Brian Connolly:

As we have been working on developing the final detail design and construction documents for the referenced project, the City and County have requested that additional work tasks be accomplished to provide additional clarity to the construction plans right of way documents and to provide additional improvements to the project, including:

- Right of Way Exhibits: The original scope of services included preparation of legal exhibits and descriptions for 15 parcels with up to two revisions/updates. Through the right of way acquisition process, we have been requested to prepare and provide the following:
 - The project ultimately included 20 parcels that required legal exhibits and descriptions, and coordination; this required an additional five parcels.
 - Prepare a Site Improvement Narrative for Parcels No. 6. And 11.
 - Prepare ghost exhibit sketches for Parcel No 10
 - Provide Parcel 1 and 1A sketches with additional contour information
 - Prepare roll plots to accompany the easement exhibits
 - Provide multiple parcel sketch revisions in addition to the two scoped

Based on the requested information, sketches, and items identified above, we estimate the value of this additional work to be approximately \$25,030.

- Plat: The original scope of services included preparation of a draft and final plat that covered 15 parcels. As identified above, the plat included 20 parcels, which increased the complexity and amount of parcel research and documentation required for the plat. The plat was prepared and delivered as a 100-scale document and subsequently changed to a 50-scale document, resulting in additional work and more pages to revise the plat to be consistent with County input. The plat also required many iterations that were not anticipated. Typically, we expect to see 1-2 iterations of the document. However, ten iterations were provided for this plat. We were also requested to coordinate and deliver the final hard copy of the plat sheets to multiple county locations, which was not anticipated as part of the original scope.

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Equal Employment Opportunity / Affirmative Action Employer

In addition, as the plat was developed we have been requested to perform additional work to revise Parcel No 1 (R&M Holdings) reflect the changing parcel taking based on negotiation with the property owner and County input. Parcel 6 was also revised to reflect a change in how the easements/rights of way would be acquired to accommodate Xcel Energy power poles, resulting in changes to the plat.

We estimate the value of this additional work to be approximately \$19,170.

- Survey: As work on the right of way and design process progressed, it was identified that additional survey is needed for the following items:
 - Septic Field Elevations: The elevations and locations for septic field outlets were required for four parcels, including Ferrell Gas, Enterprise Products, Recycling Center, and UP Railroad Maintenance Buildings. \$1,360
 - Parcel 1 Boundary Survey: A boundary survey was required for Parcel No 1 for inclusion into the plat and easement exhibits. \$2,240
 - Parcel Staking: Parcel staking for five additional parcels for right of way acquisition purposes. \$880
 - Right of Way Monumentation: The plat will need to be monumented as the project advances through construction. The original scope included monumentation for 15 Parcels. It is anticipated that monumentation will now be required for 20 parcels included in the plat. Further, the complexity of the plat has increased from what was anticipated when the original scope was prepared. \$4,310
- Design Plan Revisions: The construction plans were developed based on the approved preliminary layout and ongoing input from the City and County throughout the final design preparation. Several design changes have been requested by the City, County, and MnDOT that were not anticipated as part of the original scope, including:
 - Bituminous Roadways Berm: Along the west side of Rich Valley Boulevard, the property owner has initiated site revisions that require additional cross-section, right of way, drainage, and roadside design consideration and evaluation for elements to be revised within the construction plans. The value of this additional work is estimated to be approximately \$12,380.
 - Driveway / Ped Ramp modification for Truck Access: Throughout the preliminary design, the driveways for the adjacent properties were designed to allow for vehicles to overlap in the entrances. These were shown in the turning templates in the preliminary layout, and the designs of the driveways and adjoining pedestrian facilities completed as par to the 60% Design Plan. It was requested that the design of all driveways be modified to minimize the truck overlap. To accommodate this request, the design plans were modified for all driveways at the 90% submittal. The value of this additional work is estimated to be approximately \$29,960.

- Geometric Revisions: Subsequent to the 60% Plan design and submittal was complete, several geometric and profile revisions were identified, evaluated, and incorporated into the subsequent plans submittals that required additional effort to coordinate and complete, including:
 - Evaluate alternative driveway access and options for the parcel located at PID 203330052022
 - Revise the vertical profile east of the Pine Bend Landfill driveway to accommodate additional sight distance for turning trucks from the driveway.
 - Revise the location of the Pine Bend Landfill driveway, which was previously designed across from the SKB driveway.
 - Modify turn lanes and taper entrance and exit rates near the railroad based on County input.
 - Modify the Flint Hills Driveway based on County input.

Each of these revisions required the revision of a series of construction plan sheets and included evaluation of drainage, signing, striping, turf establishment, and staging to accommodate the revision. The value of this additional work is estimated to be approximately \$39,860.

- MnDOT Ramp ADA and Signal Revisions: The original scope of services assumed that the work on 117th Street east of Clark Road would consist of a mill and overlay and striping improvement and would not include improvement of the signal systems or include any work outside of the roadway edges. Based on meetings with the MnDOT ADA group, it was determined that MnDOT would require ADA improvements, and Signal Push Button improvements would be required for the two signals located at the TH 52 Ramps. MnDOT has also required that an ITS checklist be prepared, which was not included in the original scope. In addition, this work would require a Cooperative Agreement process and review process would also be necessary.

We estimate the value of the additional ADA design for these areas to be approximately \$23,720, the value of the additional signal design and coordination to be approximately \$27,960, and the value of the ITS checklist preparation to be approximately \$960.

- Water Resource Modifications: Due to limited access to parcels to acquire geotechnical boring information early in the design, water resource elements were designed and modeled based on assumptions regarding infiltration rates suitability of soil for amendments. Subsequent to the availability of the borings, modification of the designs, plans developed to that date, and modeling was required.

In addition, potentially contaminated soils were identified near the project ponding areas. Alternative design concepts to avoid the potential contamination were identified and coordinated.

We estimate the value of this additional effort to be approximately \$31,550.

- Traffic Staging and Detour Modifications: The scope included the preparation of staging plans for two stages. As the plans were developed, it was determined that to effectively stage the project to accommodate ongoing freight operations and to accommodate the need to keep the roadway connections open (except for short closures), additional traffic stages were required. Five stages are now included, although the first stage is minimal. The short-term closures for the cross-over work at CSAH 71 and for the railroad crossing closures required additional coordination to identify a detour route and to modify it to different locations based on county input after plans were developed. We estimate the value of the additional traffic staging and detour work to be approximately \$27,000.
- Lift Station Generator: The lift station was designed with a connection at the cabinet to accommodate a portable generator. Subsequent to that design, it was requested that the design include a permanent LP generator be incorporated into the plans, and specifications for the project. We estimate the value of that work to be approximately \$2,560.
- Extended project schedule: The original scope and proposal were based on a 15-month delivery schedule between April 2023 and June 2024. Due to several factors, including the timing of right of way acquisition and railroad permit approval timelines, it appears that the project may not be bid until December 2024. This extended timeline results in additional project management time, as well as the need to extend Project Management Team Meetings and Client coordination meetings for approximately six months. We estimate the value of this additional work to be approximately \$9,430.
- Permit Fees: We have been asked to submit permit applications along with fees for the Minnesota Department of Health for watermain plan review (\$150), MPCA / MCES Sanitary Sewer Extension Permit (\$620), and MPCA NPDES Permit (\$400). The total additional expenses are \$1,170.

The total of the extra work, as identified above, is \$259,540. While the costs of these and other services performed on this contract to date are higher than the amounts indicated above, we are proposing to reallocate budgets from other tasks within this project to cover a portion of the anticipated additional costs. We propose utilizing the remaining unused budget from AET (\$12,055), the Geotechnical consultant on other tasks. We further request to eliminate the remaining public

involvement, remaining Flint Hills Access Evaluation, and funding year extension tasks from the current scope and utilize those budgets on the out of scope work performed to date.

We also request to utilize the remainder of the provisional budget of \$18,909 to offset some of these additional costs. Based on the information above, we respectfully request an increase in the project budget in the amount of \$240,631 to a total contract amount of \$1,218,278.

We further request a new contract expiration date of March 31, 2025

Acceptance/Notice to Proceed

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

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

Sincerely,

SRF CONSULTING GROUP, INC.



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

MT/JG/as



James. Gersema, PE
Vice President

Approved: City of Inver Grove Heights

(Signature)

Name Brenda Dietrich

Title Mayor

Date September 9th, 2024

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

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Request for Council Action

SUBJECT: **Declare Costs to be Assessed, Order Preparation of Proposed Assessments, and Call for Assessment Hearings for Pavement Management Projects 2024-09 D, F, G, H and I.**

MEETING DATE: September 9, 2024

ITEM TYPE: Consent Agenda

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541
Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, declaring costs to be assessed, ordering the preparation of proposed assessments, and calling for assessment hearings on proposed assessments for Pavement Management Projects 2024-09 D, F, G, H and I.

BACKGROUND

The Council initiated the 2024 Pavement Rehabilitation Projects in June 2023. The following projects were formally ordered by the Council on September 25, 2023, combined into a single construction contract, and awarded to McNamara Contracting, Inc., along with individual budget approvals on March 18, 2024:

- 2024-09D – Delano Way and Dempsey Way Area
- 2024-09F – Corcoran Path and Dawson Way Area
- 2024-09G – South Grove Area 7
- 2024-09H – 96th Street and 99th Street Area
- 2024-09I – Bixby Way

The estimated special assessments from the approved total project budget, as well as the projected final assessments for each project, are noted as follows:

Project	Estimated Assessments (at time of Contract Award/Budget Approval)	Proposed Assessments (at time of Project Completion)	Difference (Decrease)/Increase
2024-09D	\$ 480,304	\$ 419,433	(\$60,871) / -12.7%
2024-09F	\$ 625,450	\$ 662,628	\$37,178 / 5.9%
2024-09G	\$ 1,301,348	\$ 1,136,652	(\$164,696) / -12.7%
2024-09H	\$ 839,587	\$ 682,345	(\$157,242)/-18.7%
2024-09I	\$ 65,794	\$ 43,010	(\$22,784)/-34.6%

The attached Resolutions (two per project area) call for the public hearing to be held on October 14, 2024, and order the preparation of assessments. These resolutions do not represent final action on the assessments, which will take place after the public hearing is held on October 14. All impacted property owners will receive a mailed notice of the public hearing and the proposed assessments for their property, in accordance with State Statute 429.

FISCAL IMPACT

This specific requested action is procedural in nature and has no fiscal impact. The projects are funded by a combination of Pavement Management - Local Streets Fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund, (Fund 521), Storm Water Capital Fund (Fund 531), and Special Assessments as outlined in the Council's March 18 budget approval action.

RECOMMENDATION

Staff recommends adoption of the attached Resolutions.

ATTACHMENTS

1. Resolution - Call for Assessment Hearing 2024-09D
2. Resolution - Declare Costs and Order Preparation of Assessments 24-09D
3. Resolution - Call for Assessment Hearing 2024-09F
4. Resolution - Declare Costs and Order Preparation of Assessments 24-09F
5. Resolution - Call for Assessment Hearing 2024-09G
6. Resolution - Declare Costs and Order Preparation of Assessments 24-09G
7. Resolution - Call for Assessment Hearing 24-09H
8. Resolution - Declare Costs and Order Preparation of Assessments 24-09H
9. Resolution - Call for Assessment Hearing 24-09I
10. Resolution - Declare Costs and Order Preparation of Assessments 24-09I

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

RESOLUTION NO. 2024-184

**RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED ASSESSMENTS FOR
CITY PROJECT NO. 2024-09D**

WHEREAS, by a resolution of the City Council on Monday, September 9, 2024, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2024 Pavement Management Initiative

City Project No. 2024-09D – Delano Way and Dempsey Way Area

WHEREAS, Roadway improvements for City Project No. 2024-09D included pavement rehabilitation by means of full depth reclamation, storm improvements, curb improvements, utility adjustments, watermain improvements, and appurtenances related thereto on the following streets: 80th Street from 100 feet east of Concord Blvd to Delano Way, Delano Way from 80th Street to Delano Court, Delano Court from Delano Way to its terminus, Delano Circle from Delano Way to its terminus, and Dempsey Way from Delano Court to 80th Street; and

WHEREAS, the City Clerk has notified the City Council that such proposed assessments have been calculated and the proposed assessment roll filed in the City Clerk's Office for public inspection.

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

1. A public hearing shall be held on October 14, 2024, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077 at 6:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons present shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of public hearing on the proposed assessments to be published once in the City's official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2024-185

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS FOR CITY PROJECT NO. 2024-09D**

WHEREAS, work on the following project has been substantially completed to allow for the calculation of final project costs to be assessed:

2024 Pavement Management Initiative

City Project No. 2024-09D – Delano Way and Dempsey Way Area

WHEREAS, Roadway improvements for City Project No. 2024-09D included pavement rehabilitation by means of full depth reclamation, storm improvements, curb improvements, utility adjustments, watermain improvements, and appurtenances related thereto on the following streets: 80th Street from 100 feet east of Concord Blvd to Delano Way, Delano Way from 80th Street to Delano Court, Delano Court from Delano Way to its terminus, Delano Circle from Delano Way to its terminus, and Dempsey Way from Delano Court to 80th Street; and

WHEREAS, the total final estimated project cost for City Project No. 2024-09D is \$814,418.86, with the storm sewer and street improvement assessable costs being \$762,605.25.

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

1. The amount to be specially assessed for City Project No. 2024-09D is hereby declared to be \$419,432.89.
2. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-186

**RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED ASSESSMENTS FOR
CITY PROJECT NO. 2024-09F**

WHEREAS, by a resolution of the City Council on Monday, September 9, 2024, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2024 Pavement Management Initiative

City Project No. 2024-09F – Corcoran Path and Dempsey Way Area

WHEREAS, Roadway improvements for City Project No. 2024-09F included pavement rehabilitation by means of full depth reclamation, storm improvements, curb improvements, sidewalk and trail improvements, utility adjustments, watermain improvements, and appurtenances related thereto on the following streets: Cooper Path from Cooper Way to Concord Boulevard, Corcoran Path from Cooper Path to Concord Boulevard, Copperfield Way from Corcoran Path to Dawson Way, Copperfield Court from Copperfield Way to its terminus, Dawson Way from Custers Trail to Dawson Avenue, Dawson Avenue from Custers Trail to Dawson Way, and Dawson Court from Dawson Way to its terminus; and

WHEREAS, the City Clerk has notified the City Council that such proposed assessments have been calculated and the proposed assessment roll filed in the City Clerk's Office for public inspection.

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

1. A public hearing shall be held on October 14, 2024, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077 at 6:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons present shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of public hearing on the proposed assessments to be published once in the City's official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-187

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS FOR CITY PROJCT NO. 2024-09F**

WHEREAS, work on the following project has been substantially completed to allow for the calculation of final project costs to be assessed:

2024 Pavement Management Initiative

City Project No. 2024-09F – Corcoran Path and Dawson Way Area

WHEREAS, Roadway improvements for City Project No. 2024-09F included pavement rehabilitation by means of full depth reclamation, storm improvements, curb improvements, sidewalk and trail improvements, utility adjustments, watermain improvements, and appurtenances related thereto on the following streets: Cooper Path from Cooper Way to Concord Boulevard, Corcoran Path from Cooper Path to Concord Boulevard, Copperfield Way from Corcoran Path to Dawson Way, Copperfield Court from Copperfield Way to its terminus, Dawson Way from Custers Trail to Dawson Avenue , Dawson Avenue from Custers Trail to Dawson Way, and Dawson Court from Dawson Way to its terminus.

WHEREAS, the total final estimated project cost for City Project No. 2024-09F is \$1,302,950.58, with the storm sewer and street improvement assessable costs being \$1,204,778.10.

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

1. The amount to be specially assessed for City Project No. 2024-09F is hereby declared to be \$662,627.96.
2. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-188

**RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED ASSESSMENTS FOR
CITY PROJECT NO. 2024-09G**

WHEREAS, by a resolution of the City Council on Monday, September 9, 2024, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2024 Pavement Management Initiative
City Project No. 2024-09G – South Grove Area 7

WHEREAS, Roadway improvements for City Project No. 2024-09G included pavement rehabilitation by means of full depth reclamation; storm improvements, curb improvements, sidewalk and trail improvements, utility adjustments, watermain improvements, and appurtenances related thereto on the following streets 78th Street and 80th Street: Charles Way from 78th Street to Clayton Avenue, Claiborne Way from Charles Way to Clayton Avenue, Clayton Avenue, Comstock Avenue from 80th Street to Conroy Way, Cooper Avenue, Cooper Court, Corey Path from 80th Street to Dawn Avenue, 79th Street from Corey Path Dawn Avenue, Dawn Avenue, Davidson Court from Dawn Avenue to its terminus, and Danner Court from Davidson Court to its terminus; and

WHEREAS, the City Clerk has notified the City Council that such proposed assessments have been calculated and the proposed assessment roll filed in the City Clerk's Office for public inspection.

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

1. A public hearing shall be held on October 14, 2024, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077 at 6:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons present shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of public hearing on the proposed assessments to be published once in the City's official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-189

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS FOR CITY PROJCT NO. 2024-09G**

WHEREAS, work on the following project has been substantially completed to allow for the calculation of final project costs to be assessed:

2024 Pavement Management Initiative
City Project No. 2024-09G – South Grove Area 7

WHEREAS, Roadway improvements for City Project No. 2024-09G included pavement rehabilitation by means of full depth reclamation; storm improvements, curb improvements, sidewalk and trail improvements, utility adjustments, watermain improvements, and appurtenances related thereto on the following streets 78th Street and 80th Street: Charles Way from 78th Street to Clayton Avenue, Claiborne Way from Charles Way to Clayton Avenue, Clayton Avenue, Comstock Avenue from 80th Street to Conroy Way, Cooper Avenue, Cooper Court, Corey Path from 80th Street to Dawn Avenue, 79th Street from Corey Path Dawn Avenue, Dawn Avenue, Davidson Court from Dawn Avenue to its terminus, and Danner Court from Davidson Court to its terminus; and

WHEREAS, the total final estimated project cost for City Project No. 2024-09G is \$2,433,852.50, with the storm sewer and street improvement assessable costs being \$2,201,385.62.

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

1. The amount to be specially assessed for City Project No. 2024-09G is hereby declared to be \$1,136,652.07.
2. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-190

**RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED ASSESSMENTS FOR
CITY PROJECT NO. 2024-09H**

WHEREAS, by a resolution of the City Council on Monday, September 9, 2024, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2024 Pavement Management Initiative

City Project No. 2024-09H – 96th Street and 99th Street Area

WHEREAS, Roadway improvements for City Project No. 2024-09H included pavement rehabilitation by means of full depth reclamation, mill & overlay, storm improvements, curb improvements and appurtenances related thereto on the following streets: Baker Court from 96th Street to its terminus, 96th Street from Baker Court to Courthouse Boulevard Court, Barton Trail from 96th Street to its terminus, Baxter Trail from 96th Street to its terminus, and 99th Street from Barnes Avenue to its terminus; and

WHEREAS, the City Clerk has notified the City Council that such proposed assessments have been calculated and the proposed assessment roll filed in the City Clerk's Office for public inspection.

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

1. A public hearing shall be held on October 14, 2024, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077 at 6:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons present shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of public hearing on the proposed assessments to be published once in the City's official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-191

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS FOR CITY PROJCT NO. 2024-09H**

WHEREAS, work on the following project has been substantially completed to allow for the calculation of final project costs to be assessed:

2024 Pavement Management Initiative

City Project No. 2024-09H – 96th Street and 99th Street Area

WHEREAS, Roadway improvements for City Project No. 2024-09H included pavement rehabilitation by means of full depth reclamation, mill & overlay, storm improvements, curb improvements and appurtenances related thereto on the following streets: Baker Court from 96th Street to its terminus, 96th Street from Baker Court to Courthouse Boulevard Court, Barton Trail from 96th Street to its terminus, Baxter Trail from 96th Street to its terminus, and 99th Street from Barnes Avenue to its terminus; and

WHEREAS, the total final estimated project cost for City Project No. 2024-09H is \$1,251,365.03, with the storm sewer and street improvement assessable costs being \$1,251,365.03.

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

1. The amount to be specially assessed for City Project No. 2024-09H is hereby declared to be \$682,344.82.
2. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-192

**RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED ASSESSMENTS FOR
CITY PROJECT NO. 2024-09I**

WHEREAS, by a resolution of the City Council on Monday, September 9, 2024, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2024 Pavement Management Initiative
City Project No. 2024-09I – Bixby Way

WHEREAS, Roadway improvements for City Project No. 2024-09I included pavement rehabilitation by means of mill & overlay, storm improvements, utility adjustments, curb improvements and appurtenances related thereto on the following streets: Bixby Way from 65th Street to Blaine Avenue; and

WHEREAS, the City Clerk has notified the City Council that such proposed assessments have been calculated and the proposed assessment roll filed in the City Clerk's Office for public inspection.

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

1. A public hearing shall be held on October 14, 2024, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077 at 6:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons present shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of public hearing on the proposed assessments to be published once in the City's official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-193

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS FOR CITY PROJCT NO. 2024-09I**

WHEREAS, work on the following project has been substantially completed to allow for the calculation of final project costs to be assessed:

2024 Pavement Management Initiative
City Project No. 2024-09I – Bixby Way

WHEREAS, Roadway improvements for City Project No. 2024-09I included pavement rehabilitation by means of mill & overlay, storm improvements, utility adjustments, curb improvements and appurtenances related thereto on the following streets: Bixby Way from 65th Street to Blaine Avenue; and

WHEREAS, the total final estimated project cost for City Project No. 2024-09I is \$62,183.52, with the storm sewer and street improvement assessable costs being \$53,762.50.

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

1. The amount to be specially assessed for City Project No. 2024-09I is hereby declared to be \$43,010.00.
2. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Setting Budget and Closing City Project No. 2019-09D - 64th Street Area Improvements**

MEETING DATE: September 9, 2024

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, setting a project budget and closing the project account for City Project No. 2019-09D - 64th Street Area Improvements.

BACKGROUND

As part of the City's Pavement Management Program, a feasibility study was initiated in 2019 to determine a preliminary scope and cost for a project in the 64th Street area located north of 65th Street and east of Blaine Avenue. In October 2019, the Council received the feasibility study and approved moving into the project's final design phase. In January 2020, the Council approved the plans and specifications and authorized the advertisement for bids. The project was subsequently awarded to Valley Paving, Inc. in May 2020 for \$989,601.87. The construction contract for this project was closed and the Final Compensating Change Order was issued on July 24, 2023.

From the point of Feasibility Study initiation through construction and on to construction project closeout, only estimates were provided detailing project costs. No formal budgets were proposed, approved by, or accepted by the Council, as is the City's current practice for such projects. This Council action will formally set the total project budget, thereby creating a clear record of project funding, and then close the project account for City Project No. 2019-09D - 64th Street Area Improvements.

FISCAL IMPACT

The following project costs, inclusive of both Construction and Legal, Engineering, Administrative, and Finance (LEAF) costs, have been realized for this project:

PROJECT COSTS	2019-09D
Contract Work	\$900,605.58
Legal, Engineering, Administrative, Finance (LEAF)	\$372,362.44
Total	\$1,272,968.02

Funding for the project will be from the following sources:

FUNDING SOURCES		2019-09D
Pavement Management - Local Streets (Fund 440)		\$601,577.56
Water Capital (Fund 511)		\$96,678.67
Sewer Capital (Fund 521)		\$26,906.35
Dakota County Soil and Water Grant		\$25,000.00
Special Assessments		\$522,805.44
	Total	\$1,272,968.02

RECOMMENDATION

Staff recommends adoption of the attached Resolution, setting a project budget and closing the project account for City Project No. 2019-09D - 64th Street Area Improvements.

ATTACHMENTS

1. Resolution - Setting Budget and Closing Project 2019-09D

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

RESOLUTION NO. 2024-194

**RESOLUTION SETTING PROJECT BUDGET AND CLOSING THE PROJECT ACCOUNT
FOR CITY PROJECT NO. 2019-09D – 64TH STREET AREA IMPROVEMENTS**

WHEREAS, a Feasibility Study for City Project No. 2019-09D – 64th Street Area Improvements was completed and received by Council on October 28, 2019 (Resolution 2019-199) with an estimated cost of \$1,679,310.00; and

WHEREAS, On May 11, 2020, Council awarded a contract for the construction of City Project No. 1909-09D – 64th Street Area Improvements to Valley Paving, Inc. for \$989,601.87 (Resolution 2020-87); and

WHEREAS, at the time of award, project funding was identified to be split among Special Assessments, Pavement Management Fund, DCSWCD Grant, Franchise Fee Funds, Sewer Fund, and Water Fund; and,

WHEREAS, no formal budget was proposed to, approved by, or accepted by Council prior to project completion; and

WHEREAS, the total project cost for City Project No. 2019-09D is \$1,272,968.02 and includes Construction, Legal, Engineering, Administration, and Finance (LEAF).

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

- 1) The following budget is hereby adopted for City Project No. 2021-09D:

PROJECT COSTS	2019-09D
Contract Work	\$900,605.58
Legal, Engineering, Administrative, & Finance (LEAF)	\$372,362.44
TOTAL	\$1,272,968.02

FUNDING SOURCES	2019-09D
Pavement Management – Local Streets (Fund 440)	\$601,577.56
Water Capital Fund (Fund 511)	\$96,678.67
Sewer Capital Fund (Fund 521)	\$26,906.35
Dakota County Soil and Water Grant	\$25,000.00
Special Assessments	\$522,805.44
TOTAL	\$1,272,968.02

- 2) Upon allocating funds from Pavement Management, Water Capital, Sewer Capital, Special Assessments as levied, and balancing of the project budget, Project No. 2019-09D will be closed.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Setting Budget and Closing City Project No. 2021-09D - Bryant Lane Area Improvements**

MEETING DATE: September 9, 2024

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to approve the attached Resolution, setting a project budget and closing the project account for City Project No. 2021-09D - Bryant Lane Area Improvements.

BACKGROUND

As part of the City's Pavement Management Program, a feasibility study was initiated in 2020 to determine a preliminary scope and cost for a project in the Bryant Lane Area. In January 2021, the Council received and approved moving into the project's final design phase. In February 2021, the Council approved the plans and specifications and authorized the advertisement for bids. The project was subsequently awarded to McNamara Contracting, Inc. in May 2021 for \$1,424,376.00. The construction contract was closed and the Final Compensating Change Order was issued on August 14, 2023.

From the point of Feasibility Study initiation through construction and on to construction project closeout, only estimates were provided detailing project costs. No formal budgets were proposed, approved by, or accepted by the Council, as is the City's current practice for such projects. This Council action will formally set the total project budget, in order to establish a clear record of project funding, and then close the project account for City Project No. 2021-09D - Bryant Lane Area Improvements.

FISCAL IMPACT

The following project costs, inclusive of both construction costs and Legal, Engineering, Administrative, and Finance (LEAF) costs have been realized for this project:

PROJECT COSTS		2021-09D
Construction Contract		\$1,466,456.28
Legal, Engineering, Administrative, & Finance (LEAF)		\$290,742.91
TOTAL		\$1,757,199.19

Funding for the project will be from the following sources:

FUNDING SOURCES		2021-09D
Pavement Management – Local Funds (Fund 440)		\$1,057,710.32

Water Capital Fund (Fund 511)	\$94,267.29
Sewer Capital Fund (Fund 521)	\$27,805.68
Special Assessments	\$577,415.90
TOTAL	\$1,757,199.19

RECOMMENDATION

Staff recommends adoption of the attached Resolution, setting a project budget and closing the project account for City Project No. 2021-09D - Bryant Lane Area Improvements.

ATTACHMENTS

1. Resolution - Setting Budget and Closing Project 2021-09D

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

RESOLUTION NO. 2024-195

**RESOLUTION SETTING PROJECT BUDGET AND CLOSING THE PROJECT ACCOUNT
FOR CITY PROJECT NO. 2021-09D – BRYANT LANE AREA IMPROVEMENTS**

WHEREAS, a Feasibility Study for City Project No. 2021-09D – Bryant Lane Area Improvements was completed and received by Council on January 25, 2021 (Resolution 2021-20) with a total estimated cost of \$2,426,754.00; and

WHEREAS, On May 10, 2021, Council awarded a contract for the construction of City Project No. 2021-09D – Bryant Lane Area Improvements to McNamara Contracting, Inc. for \$1,424,376.00 (Resolution 2021-143); and

WHEREAS, at the time of award, project funding was identified to be split among Special Assessments, Pavement Management Fund, Franchise Fee Funds, Sewer Fund, and Water Fund; and,

WHEREAS, no formal budget was proposed to, approved by, or accepted by Council prior to project completion; and

WHEREAS, the total project cost for City Project No. 2021-09D is \$1,757,199.19 and includes Construction, Legal, Engineering, Administration, and Finance (LEAF).

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

- 1) The budget for City Project No. 2021-09D is hereby set as follows:

PROJECT COSTS	2021-09D
Contract Work	\$1,466,456.28
Legal, Engineering, Administrative, & Finance (LEAF)	\$290,742.91
TOTAL	\$1,757,199.19

FUNDING SOURCES	2021-09D
Pavement Management – Local Funds (Fund 440)	\$1,057,710.32
Water Capital Fund (Fund 511)	\$94,267.29
Sewer Capital Fund (Fund 521)	\$27,805.68
Special Assessments	\$577,415.90
TOTAL	\$1,757,199.19

- 2) Upon allocating funds from Pavement Management, Water Capital, Sewer Capital, Special Assessments as levied, and balancing of the project budget, Project No. 2021-09D will be closed.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Setting Budget and Closing City Project No. 2021-01 - NWA Trunk Utility Improvements**

MEETING DATE: September 9, 2024

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to approve the attached Resolution, setting a project budget and closing the project account for City Project No. 2021-01 - NWA Trunk Utility Improvements.

BACKGROUND

In 2020, the Council approved a contract for engineering services to prepare a feasibility study, final design, and construction services in anticipation of a future Dakota County roadway project. This work encompassed the design of trunk sanitary sewer and trunk water main extensions in advance of Dakota County improvements to Argenta Trail (City Project No. 2016-05) and 70th Street (City Project No. 2015-08). Utility extensions were done in accordance with the City's comprehensive sanitary sewer plan and comprehensive water main plan. Additionally, this contract included assistance with easement acquisition necessary to complete the work. In November 2020, the Council ordered final plans and specifications and subsequently authorized the advertisement for bidding in March 2021. In April 2021, the project was awarded to Northern Lines Contracting for \$1,274,460.72. The construction contract was closed and the Final Compensating Change Order was issued on July 24, 2023.

From the point of Feasibility Study initiation through construction and on to construction project closeout, only estimates were provided detailing project costs. No formal budgets were proposed, approved by, or accepted by the Council, as is the City's current practice for such projects. This Council action will formally set the total project budget, in order to create a clear record of project funding, and then close the project account for City Project No. 2021-01 - NWA Trunk Utility Improvements.

FISCAL IMPACT

The following project costs have been realized for this project:

PROJECT COSTS		2021-01
Land Acquisition		\$82,800.00
Contract Work		\$1,186,955.37
Legal, Engineering, Administrative, & Finance (LEAF)		\$206,659.87
TOTAL		\$1,476,415.24

Since project award, the NWA Water Fund has been consolidated with the Water Capital Fund (now Fund 511) and the NWA Sewer Fund has been consolidated with the Sewer Capital Fund (now Fund 521) so any transfers needed for final closeout of the project will utilize those newly combined capital funds.

The resulting funding for the project will be from the following sources:

FUNDING SOURCES		2021-01
Water Capital Fund (Fund 511)		\$64,962.24
Sewer Capital Fund (Fund 521)		\$1,411,453.00
TOTAL		\$1,476,415.24

RECOMMENDATION

Staff recommends adoption of the attached Resolution, setting a project budget and closing the project account for City Project No. 2021-01 - NWA Trunk Utility Improvements.

ATTACHMENTS

1. Resolution - Setting Budget and Closing Project 2021-01

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

RESOLUTION NO. 2024-196

**RESOLUTION SETTING PROJECT BUDGET AND CLOSING THE PROJECT ACCOUNT
FOR CITY PROJECT NO. 2021-01 – NWA TRUNK UTILITY IMPROVEMENTS**

WHEREAS, The City Council awarded a contract for the construction of City Project No. 2021-01 for Northwest Area Utility Improvements for future County Projects of Argenta Trail (2016-05) and 70th Street (2015-08) via Resolution No. 2021-121; and,

WHEREAS, at the time of award, the total project estimate was \$1,727,921, which encompassed all costs associated with Construction, Legal, Engineering, Administrative, and Finance (LEAF); and,

WHEREAS, funding for City Project No. 2021-01 was to be provided from Fund 511 – NWA Water and Fund 512 – NWA Sewer; and

WHEREAS, since project award, the NWA Water Fund has been consolidated with the Water Capital Fund (now Fund 511) and the NWA Sewer Fund has been consolidated with the Sewer Capital Fund (now Fund 521) so any transfers needed for final closeout of the project will utilize those newly combined capital funds; and

WHEREAS, a Resolution accepting work and authorizing final contractor payment was approved by Council on July 24, 2023 (Resolution No. 2023-165); and

WHEREAS, no formal budget was proposed to, approved by, or accepted by Council prior to project completion; and

WHEREAS, the total project cost for City Project No. 2021-01 is \$1,476,415.24 and includes Construction, Legal, Engineering, Administration, and Finance (LEAF) and land acquisition costs.

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

- 1) The budget for City Project No. 2021-01 is hereby set as follows:

PROJECT COSTS	2021-01
Land Acquisition	\$82,800.00
Contract Work	\$1,186,955.37
Legal, Engineering, Administrative, & Finance (LEAF)	\$206,659.87
TOTAL	\$1,476,415.24

FUNDING SOURCES	2021-01
Water Capital Fund (Fund 511)	\$64,962.24
Sewer Capital Fund (Fund 521)	\$1,411,453.00
TOTAL	\$1,476,415.24

- 2) Upon allocating funds from NWA Water Utility and NWA Sewer Utility and balancing of the project budget, Project No. 2021-01 will be closed.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolutions Awarding Contract and Approving Budget for City Project No. 2024-09L - 2024 Ultra Thin Bonded Wear Course (UTBWC)**

MEETING DATE: September 9, 2024
ITEM TYPE: Consent Agenda
CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, awarding a contract and approving a budget for the removal of chip seal and application of Ultra Thin Bonded Wear Course (UTBWC) for City Project No. 2024-09L - 2024 Ultra Thin Bonded Wear Course.

BACKGROUND

In 2023, the Public Works Department researched and tested a pavement maintenance solution to remedy surface stripping of pavements in the South Grove area of Inver Grove Heights due to the failure of a previous application of a chip seal over porous pavements. The solution involved the use of micro milling the in-place pavement to remove the stripping chip seal and utilizing Ultra-Thin Bituminous Wear Course (UTBWC) as a replacement driving surface. This solution replaced only the top 3/4 inch of pavement surface, as opposed to a typical mill and overlay that would replace the top 1.5"-2" of pavement surface. This "demonstration project" cost \$92,203 for the 2023 work, which applied the UTBWC to approximately 1/2 mile of road surface. It was paid for with savings realized from the City's Pavement Management Initiative in 2023. The resulting product showed positive results in terms of addressing the pavement issues while reducing patching and additional maintenance activities. As a result, staff included UTBWC for several streets in the South Grove area in the 5-year CIP for further application in 2024, 2025, and 2026, and \$1.25 million was included in the 2024 PMI budget for this work.

For the current project, the Public Works Department compiled a bid package which included an additive alternate approach in an attempt to achieve an UTBWC application for the greatest area of streets, to maximize the current budget and complete the project this fall. The bid package was advertised on August 19, 2024, and bids were received and opened on September 3, 2024. The single (and subsequent low) bidder was Asphalt Surface Technologies, with a total bid including all alternates of \$932,079.80, which will cover approximately 5 miles of streets.

FISCAL IMPACT

The Bid costs, proposed construction contingency, and budget are summarized in the table below:

PROJECT	CONTRACT AWARD	5% CONSTRUCTION CONTINGENCY	PROPOSED BUDGET (WITH CONTINGENCY)
2024-09L	\$932,079.80	\$46,603.99	\$978,683.79

Funding for Project 2024-09L is recommended from the Pavement Management - Local Streets fund (Fund 440) as indicated in the accompanying Resolution. As noted above, funding in the amount of \$1,250,000 was allocated in the 2024 Pavement Management Fund budget for this project effort.

RECOMMENDATION

Staff recommends adoption of the attached Resolutions, awarding the contract to Asphalt Surface Technologies Corp. in the amount of \$932,079.80 and approving the budget for City Project No. 2024-09L.

ATTACHMENTS

1. Resolution - Award Contract 2024-09L - 2024 UTBWC
2. Resolution - Approve Budget 2024-09L - 2024 UTBWC

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

RESOLUTION NO. 2024-197

**RESOLUTION AWARDING CONTRACT TO ASPHALT SURFACE TECHNOLOGIES CORP.
FOR CITY PROJECT NO. 2024-09L – 2024 ULTRA THIN BONDED WEAR COURSE (UTBWC)**

WHEREAS, pursuant to an advertisement for bids for the 2024 Ultra-Thin Bonded Wear Course project, City Project No. 2024-09L, bids were received and opened online on September 3, 2024, at 11:00 a.m., read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

CONTRACTOR	5% BID BOND	BASE BID	ADDITIVE ALTERNATE BID 1	ADDITIVE ALTERNATE BID 2
Asphalt Surface Technologies Corp.	YES	\$433,342.90	\$333,278.90	\$165,458.00

WHEREAS, the City has identified a cap of \$1,250,000 for construction costs associated with this project as part of the 2024 Pavement Management Fund (Fund 440) budget; and,

WHEREAS, Asphalt Surface Technologies Corp. has provided a bid that includes the Base Bid, Bid Alternate 1, and Bid Alternate 2 with a total cost of \$932,079.80, that is under the cap and is the lowest responsible bidder.

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 Asphalt Surface Technologies Corp. in the name of the City of Inver Grove Heights, for City Project 2024-09L – 2024 Ultra-Thin Bonded Wear Course (UTBWC) according to plans and specifications approved by the City Engineer and on file at the Office of the City Clerk.
- 2) Project funding for the City Project No. 2024-09L shall be provided by the Pavement Management – Local Streets Fund (Fund 440).

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-198

**RESOLUTION APPROVING BUDGET FOR CITY PROJECT NO. 2024-09L – 2024 ULTRA
THIN BONDED WEAR COURSE (UTBWC)**

WHEREAS, the City Council has considered City Project No. 2024-09L, removing and replacing stripping chip seal on various streets located throughout the South Grove area with Ultra-Thin Bonded Wear Course; 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:

- 1) The following budget is hereby adopted for City Project No. 2024-09L:

PROJECT COSTS	2021-01
Construction Bid	\$932,079.80
Construction Contingency	\$46,603.99
TOTAL	\$978,683.79

FUNDING SOURCES	2021-01
Pavement Management – Local Streets (Fund 440)	\$978,683.79
TOTAL	\$978,683.79

- 2) 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 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Approval of Massage Therapist License**

MEETING DATE: September 9, 2024

ITEM TYPE: Consent Agenda

CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to approve a new massage therapist license for Sarah Winter.

BACKGROUND

Sarah Winter has applied for a new massage therapist license to be employed at Oye Spa LLC, 7741 Amana Trl, IGH, MN 55077. The application was accompanied by the necessary license fee and all other supporting information. The background investigation was completed by the Police Department with no basis found for denial of the license.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the massage therapist license.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Authorization to Submit CVB Grant Application for 2025 Recovery Grant From Explore MN**

MEETING DATE: September 9, 2024

ITEM TYPE: Consent Agenda

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to authorize the Inver Grove Heights Convention & Visitors Bureau, *Visit IGH*, to apply for the 2025 Recovery Grant program administered by Explore Minnesota Tourism on behalf of the City and to authorize the appropriate City officials to execute a grant contract with the state if the application is successful.

BACKGROUND

The State of Minnesota makes a modest amount of tourism marketing funds available to local units of government every year through the Explore Minnesota Tourism office. Per the grant program guidelines, the Inver Grove Heights Convention and Visitors Bureau (CVB) may make application, on the behalf of the City, for up to \$8,000 in grant funds.

If awarded, the grant funds must be expended by the CVB for tourism marketing to stimulate travel to Inver Grove Heights for the city's economic benefit.

The grant cycle opened July 10, 2024, and it is a first come, first served grant cycle until funds are depleted.

FISCAL IMPACT

Receipt of this grant would have a positive fiscal impact for the Convention & Visitors Bureau and does not require a match from the City.

RECOMMENDATION

Staff recommends approval of this request.

ATTACHMENTS

1. Grant Application (Sept 2024)



2025 TOURISM RECOVERY GRANT PROGRAM APPLICATION FOR FUNDING

Applications will be accepted beginning July 10, 2024, at 9 a.m. Central Time. Completed applications must be submitted to: EMTgrant@state.mn.us and will be accepted through December 6, 2024, or until all funds have been awarded. Incomplete applications will be rejected and returned to applicant. Incomplete applications will lose queue priority but may be resubmitted if program funding is available. The 2025 Tourism Recovery Grant Guidelines can be found on the [industry website](#).

Contact Information City of Inver Grove Heights on behalf of Visit Inver Grove Heights
Organization Name _____
Address 8150 Barbara Avenue City Inver Grove Heights Zip Code 55077
Contact LillyAnna Miller Title Director
E-mail lilly@visitigh.com Phone 651-451-2266
Organization Website visitigh.com

(Web address where the linked Explore Minnesota logo will be placed.)

Minnesota Vendor/Supplier ID 0000197690

If you do not know your state-issued vendor/supplier ID, contact Vendor Resources before submitting your application.

☒ Our organization is set up to receive funds from the State of Minnesota via direct deposit.

Vendor Resources	Website or email address	Phone
<u>mn.gov/mmb/accounting/swift/vendor-resources/</u>		
Electronic Funds Helpline	<u>efthelpline.mmb@state.mn.us</u>	651-201-8106
Vendor Assistance	<u>vendor.mmbfax@state.mn.us</u>	651-201-8100

Eligible Organizations

Select your organization:

- ☒ A DMO such as a convention & visitor's bureau (CVB), a chamber of commerce or resort association.
- ☐ Statewide association, whose primary purpose is to market their niche for tourism purposes.
- ☐ Collaborative initiative consisting of three (3) or more primary tourism organizations.

Organizations participating in the collaborative initiative:

Grant Funding Limits

Organizations are not required to request the maximum award provided below. Award maximums are based on the organizational budget. More information on award levels can be found in the [**2025 Tourism Recovery Grant Program Guidelines**](#).

Check One:

Award Categories (based on Organization Budget)	Maximum Award Amount
☐ \$99,999 or less	Up to \$4,000
☒ \$100,000 to \$499,999	Up to \$8,000
☐ \$500,000 to \$999,999	Up to \$10,000
☐ \$1,000,000 to \$4,999,999	Up to \$12,000
☐ \$5,000,000 and over	Up to \$20,000

Funds Requested

= total grant award amount being requested.

Certification

I, LillyAnna Miller (person completing application), am authorized to request 2025 Tourism Recovery Grant Program funding on behalf of City of Inver Grove Heights on behalf of Visit Inver Grove Heights (organization name).

By checking all boxes and signing below, I certify:

- ☒ The organization I represent is an eligible entity under the **2025 Tourism Recovery Grant Program**.
- ☒ By accepting this grant award, I am obligating State funding which cannot be used for any other purpose.
- ☒ The organization above accepts all responsibilities as outlined in the **2025 Tourism Recovery Grant Program Guidelines** and are not contingent upon by continued employment with the organization.
- ☒ A progress report with the status of grant funding expenditures, project planning and a reconciliation status will be submitted **on or before March 14, 2025**.
- ☒ State grant funds will be utilized in accordance with the **2025 Tourism Recovery Grant Program Guidelines** with all grant projects completed on or **before June 30, 2025**.
- ☒ Reconciliation material will be completed and submitted for reimbursement on or before **August 15, 2025**.
- ☒ The Project Summary Worksheet and Project Budget Worksheet have been completed for this grant funding request.

Authorized Signature: LillyAnna Miller Date: 8/19/2024
(A typed or script font cannot be used in place of a wet or uploaded image signature.)

Explore Minnesota OFFICE USE ONLY

Industry Relations: _____ Date: _____
Senior Manager: _____ Date: _____
Supplier Contract #: _____ PO #: _____

Project Summary Worksheet

Please provide a brief description of the project(s) you intend to use grant funding toward:

Visit Inver Grove Heights plans to use the grant funding to participate in the Explore Minnesota brochure distribution programs and to create our 2025-2026 visitor guide.

Project Start Date 9/3/2024 Project End Date 2/1/2025

(Indicate approximate placement, run, or event date as to when the project will begin.)

(Indicate approximate completion date.)

Describe the project's target audience, geographical markets and demographics:

The target audience includes families and retirees aged 30-75. Their annual income is \$100,000+, and they have interests in biking, nature walks, the Mississippi River, gardening, theatre performances, and axe throwing.

Our geographic market is the Midwest, which includes Iowa, Wisconsin, South Dakota, Illinois, Nebraska, and Missouri. We target road trippers and travelers flying out of MSP. We encourage flyers to consider Inver Grove Heights as a place to visit and for its convenience to the airport.

How will this grant support tourism in your community and how will you measure success?

This grant will support tourism in the Inver Grove Heights community by funding the publication of a new, redesigned visitor guide to better highlight the community's attractions. By offering both a printed and a digital version, we will provide visitors and community members with easy access to discover all that IGH has to offer. Our success will be measured by an increase in the number of guides mailed and online views.

Project Budget Worksheet

Please estimate your organization's anticipated expenses as they relate to the project(s) outlined on the Project Summary Worksheet (page 3). Eligible tactics are also referenced in the **2025 Tourism Recovery Grant Program Guidelines**.

Estimated Budget Expense:	
	Consumer, Travel Trade, Meetings, and Conventions & Sports Advertising
	Trade Shows
	Website Development & Enhancement
	Social Media Management
\$8,000	Fulfillment Pieces (such as visitor guides, maps, and brochures)
	Media Production (including photo and video assets)
	Direct Mail
	Public Relations Services
	Diversity, Equity, Accessibility, and Inclusion Marketing & Programming
	Public Events Marketing
	Research & Data
8	Total of anticipated expenses



Request for Council Action

SUBJECT: **Resolution Authorizing Easement Acquisitions for City Project No. 2023-08 - Babcock Trail Multi-Use Trail**

MEETING DATE: September 9, 2024

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing easement acquisitions for City Project No. 2023-08 - Babcock Trail Multi-Use Trail.

BACKGROUND

The City of Inver Grove Heights has entered into an agreement with Dakota County (Joint Powers Agreement approved per Resolution 2023-287) for the design and construction of a multi-use trail along the east side of Babcock Trail between Upper 55th Street and Hwy 494. As part of this agreement, the City has taken the lead for design, right of way acquisition, and construction.

Per the JPA, the City has agreed to coordinate the acquisition of all permanent and temporary easements necessary for the project. The City previously contracted with SEH to perform the final design and easement acquisition (Resolution 2023-288), including the preparation of right-of-way maps and legal description for the required permanent, temporary, and any necessary drainage easements, and to assist in completing the necessary property appraisals and compilation of formal offers for the easement acquisition. Upon project completion, the City will convey to the County, at no cost, all necessary permanent easements and right of way along the project corridor.

FISCAL IMPACT

This resolution authorizes the City Attorney, City Engineer, and City officers to act in the making of offers and approve appraised values of easements necessary for the construction and future maintenance of the multi-use trail. There are no fiscal impacts at this time; fiscal impacts will be realized under a separate and future Council action for final acceptance of the easement acquisition offers.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, enabling the City Attorney, City Engineer, and proper City officers to undertake right-of-way negotiations and the approval of appraised values for necessary easements.

ATTACHMENTS

1. Resolution - Authorize Easement Acquisitions City Project No. 2023-08

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

RESOLUTION NO. 2024-199

**RESOLUTION AUTHORIZING EASEMENT ACQUISITIONS FOR CITY PROJECT NO.
2023-08, BABCOCK TRAIL – MULTI-USE TRAIL (UPPER 55TH ST. TO I-494)**

WHEREAS, the City Council has deemed it desirable that the City of Inver Grove Heights (the “City”) partner with the Dakota County (the “County”) to undertake the final design, right of way acquisition and construction of a multi-use trail facility along Babcock Trail between Upper 55th Street and Interstate 494, designated as City Project No. 2023-08 and County Project No. 73-035 (the “Project”); and

WHEREAS, by Resolution 2023-287, the City Council approved a Joint Powers Agreement with the County which designated the City as the lead agency for the Project to lead the final design, right of way acquisition, and construction of the Project; and

WHEREAS, by Resolution 2023-288, the City awarded a Final Design Contract to SEH for the Project, which included the identification, appraisal, and performing easement acquisition for the Project; and

WHEREAS, the design has progressed sufficiently to identify the additional right of way and other property rights needed to construct, operate, and maintain the Project; and

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

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

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

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

- 1) The acquisition of the Easements is necessary and for a public purpose in the furtherance of the Project.
- 2) The proper City officers and agents are authorized and directed to acquire the Easements needed for the Project by voluntary negotiation.
- 3) The proper City officers and agents are authorized and directed to make offers of compensation for the Easements consistent with the independent appraisals, and to attempt to negotiate the voluntary acquisition of the Easements.
- 4) The City Attorney is authorized and directed to take all steps necessary on behalf of the City to begin the process of eminent domain if the Easements are not timely acquired by voluntary negotiation; up to, but not including, filing an action to utilize eminent

domain and using the quick take procedure under Minn. Stat. §117.042, which if necessary, shall proceed only after authorization through future Council action.

- 5) That the City Engineer is authorized to approve the appraised values for the Easements if he determines that the independent appraisals adequately reflect the fair market value thereof for the purposes of Minn. Stat. § 117.042.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 9th day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

EASEMENTS TO BE ACQUIRED

(attached on the following pages)

Parcel 1: Property I.D. 20-13120-01-010, Torrens Certificate No. 190374

Property Address: 5590 Babcock Trail, Inver Grove Heights, MN 55077

Legal Description of the Property:

Lot ONE (1) Block ONE (1) BABCOCK CROSSING according to the recorded plat thereof in Dakota County, Minnesota.

Legal Description of Acquisitions:

PERMANENT TRAIL EASEMENT

A permanent trail easement over, under, and across the following property:

Lot ONE (1) Block ONE (1) BABCOCK CROSSING according to the recorded plat thereof in Dakota County, Minnesota.

Said easement being Westerly of the following line:

Commencing at the Northeast Corner of the dedication to CSAH 73 on the westerly side of said Lot ONE, as shown on said BABCOCK CROSSING; Thence North 85 degrees 44 minutes 39 seconds West, along the north line of said dedication, for 3.50 feet to the point of beginning, Thence North 00 degrees 12 minutes 38 seconds East for 6.09 feet to a tangential curve; Thence northerly on said tangential curve, said curve being concave to the east and having a radius of 1645.00 feet, for 122.17 feet to a point on the northerly line of said Lot ONE, said point being 174.31 feet westerly of the most southerly corner along the northerly line of said Lot ONE, as measured along said northerly line, and there terminating.

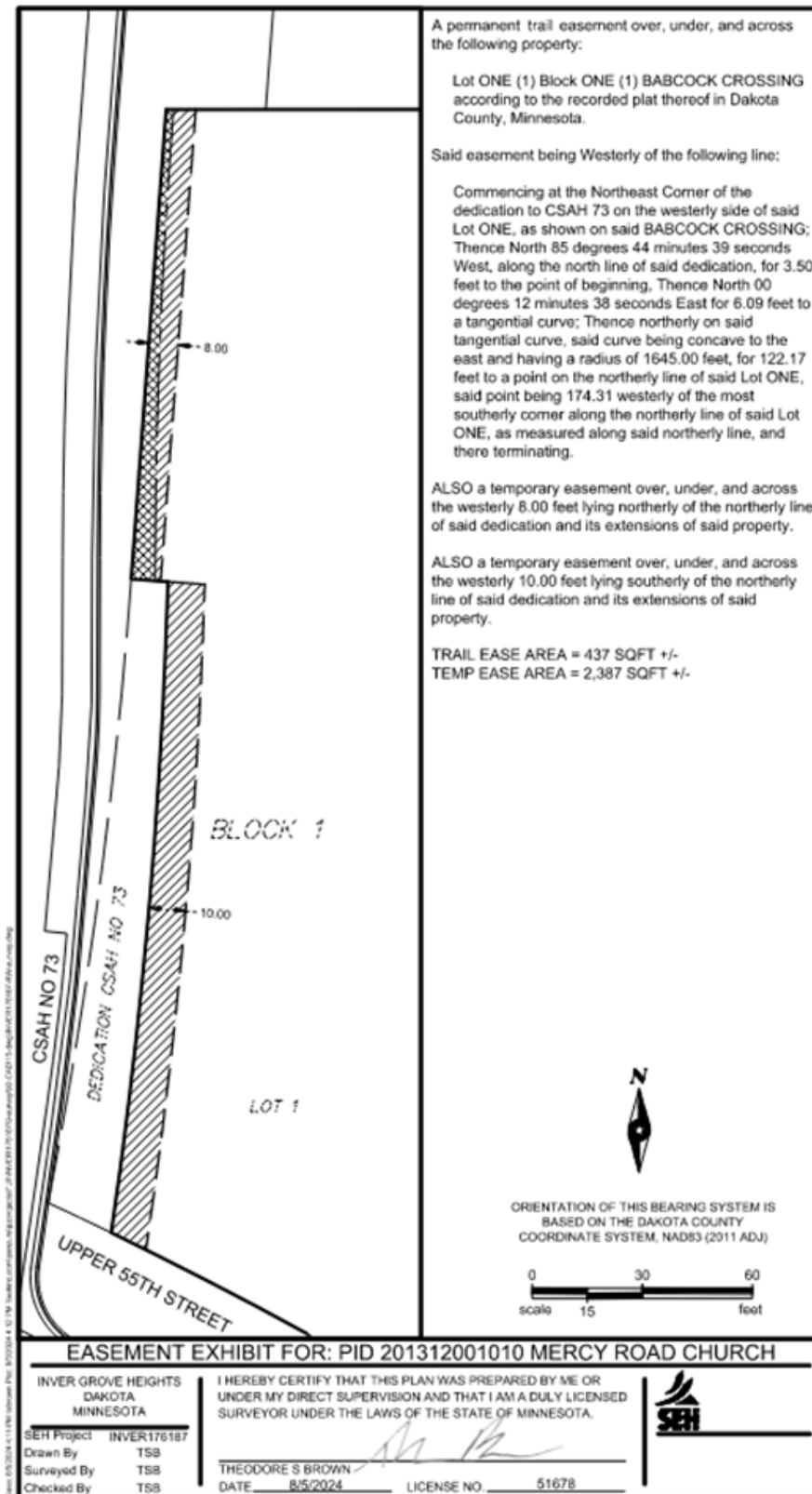
TEMPORARY CONSTRUCTION EASEMENT

A temporary construction easement over, under, and across the westerly 8.00 feet lying northerly of the northerly line of said dedication and its extensions of said property,

AND

A temporary construction easement over, under, and across the westerly 10.00 feet lying southerly of the northerly line of said dedication and its extensions of said property.

Said temporary construction easement shall be effective from April 1, 2025 to July 31, 2026.

DEPICTION OF THE EASEMENT AREAS

Parcel 2: Property I.D. 20-16701-01-030, Torrens Certificate No. 89281

Property Address: Unassigned, Inver Grove Heights, MN 55077

Legal Description of the Subject Property:

Lot Three (3), Block One (1), CENEX 2ND ADDITION, according to the recorded plat thereof in Dakota County, Minnesota.

Legal Description of Acquisition:

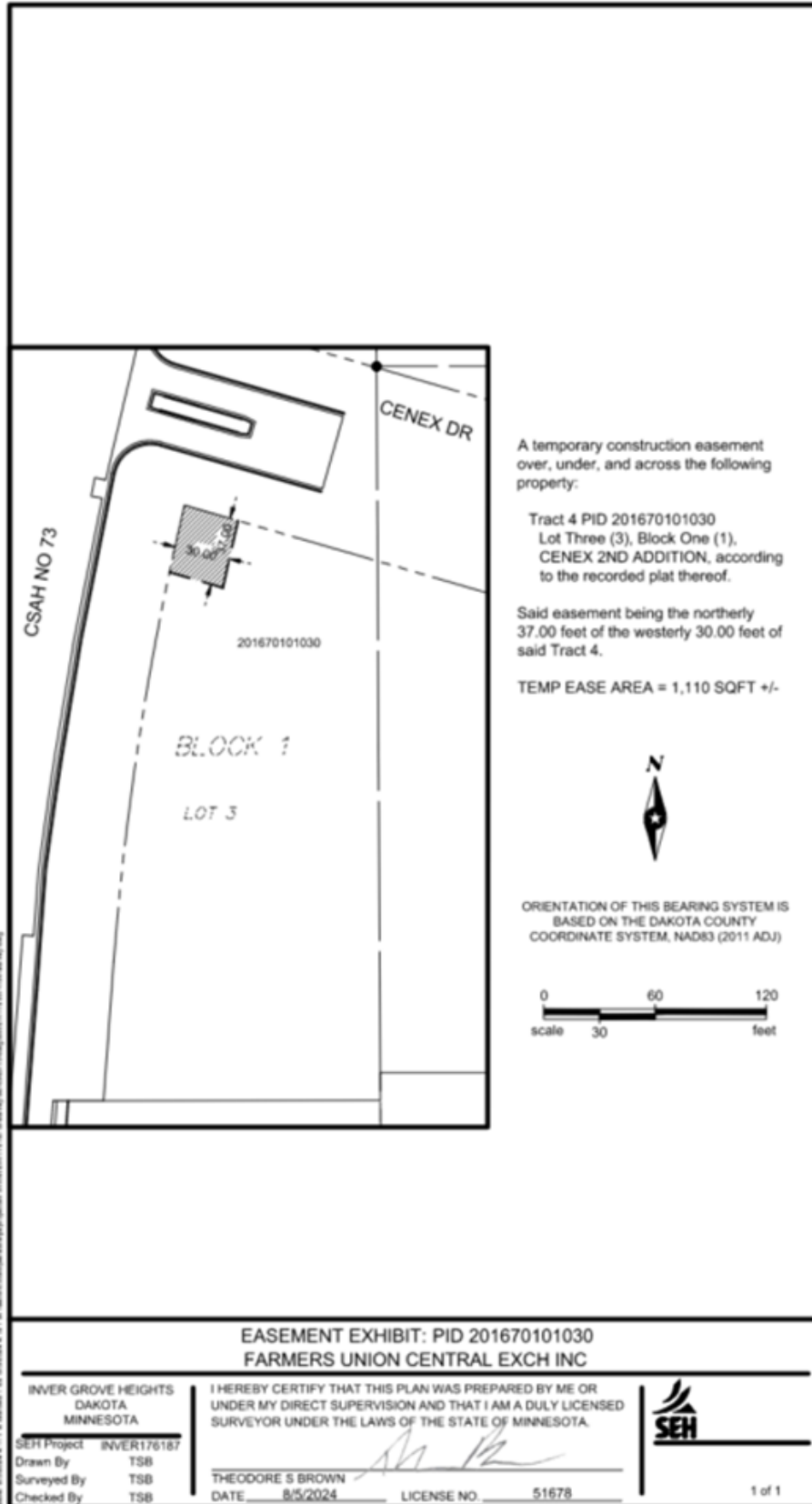
TEMPORARY CONSTRUCTION EASEMENT

A temporary construction easement over, under, and across the following property:

Lot Three (3), Block One (1), CENEX 2ND ADDITION, according to the recorded plat thereof in Dakota County, Minnesota.

Said temporary construction easement being the northerly 37.00 feet of the westerly 30.00 feet of said property.

Said temporary construction easement shall be effective from April 1, 2025, to July 31, 2026.

DEPICTION OF THE EASEMENT AREA

Parcel 3: Property I.D. 20-16700-02-021, Torrens Certificate No. 189188

Property Address: 5500 Cenex Drive, Inver Grove Heights, MN 55077

Legal Description of the Property:

Lot Two (2), Block Two (2), CENEX ADDITION, according to the recorded plat thereof, EXCEPTING that part of said Lot Two (2), Block Two (2), CENEX ADDITION which lies within the following described area:

Beginning at the most southerly and westerly corner of said Lot 2; thence North 02 degrees 03 minutes 12 seconds East, assumed bearing, along the westerly line of said Lot 2, a distance of 51.75 feet; thence South 41 degrees 29 minutes 40 seconds East 36.28 feet; thence South 85 degrees 02 minutes 31 seconds East 101.71 feet; thence South 79 degrees 19 minutes 54 seconds East 42.64 feet to the easterly line of said Lot 2, said line also being the westerly right of way line of State Trunk Highway No. 3; thence South 41 degrees 41 minutes 48 seconds West, along said westerly line of State Trunk Highway No. 3, a distance of 27.97 feet to a point of intersection with the northerly right of way line of Upper 55th Street, and said line also being the southerly line of said Lot 2; thence North 85 degrees 03 minutes 12 seconds West, along said northerly right of way line 151.09 feet to the point of beginning.

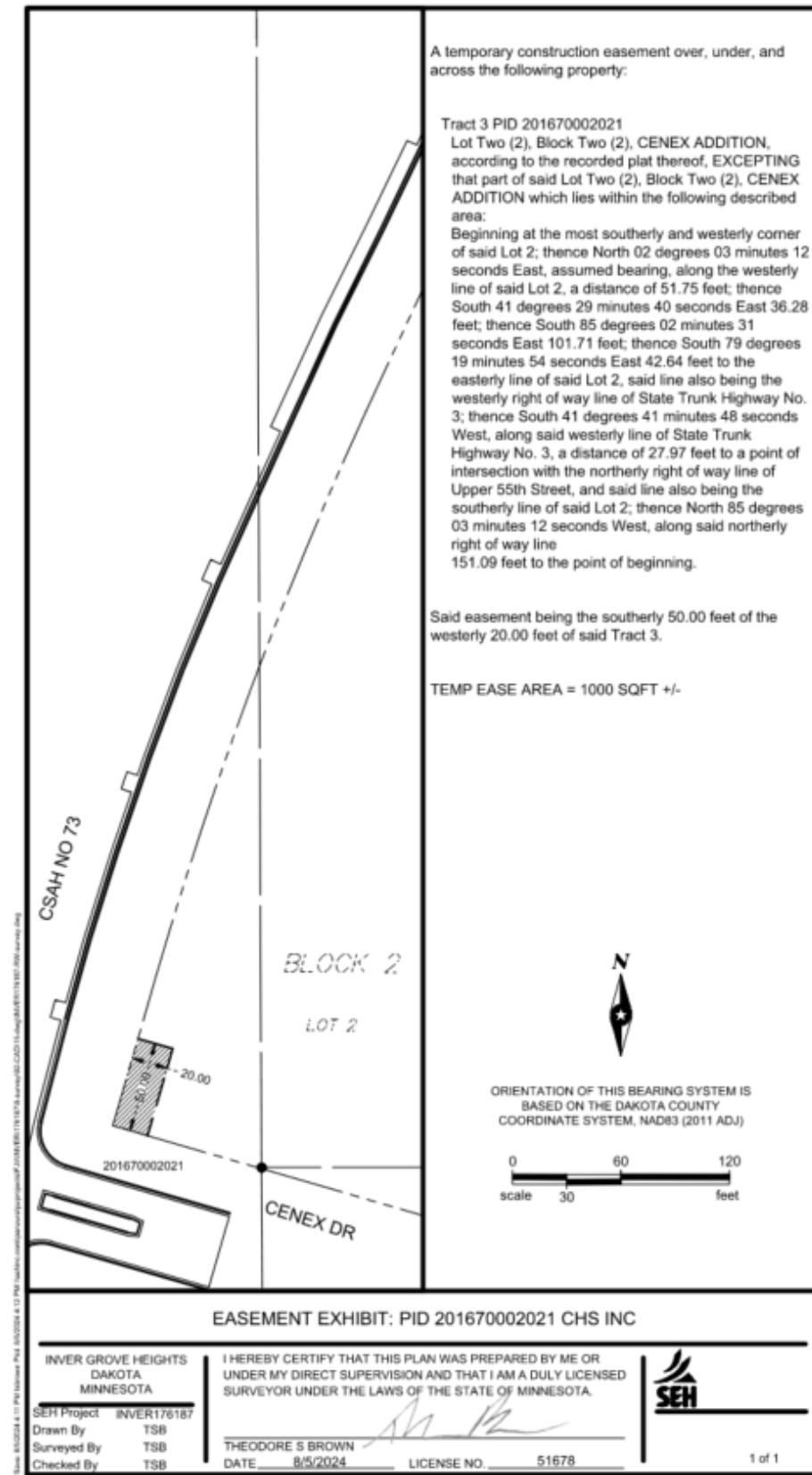
(the "Property").

Legal Description of Acquisition:

TEMPORARY CONSTRUCTION EASEMENT

A temporary construction easement over, under, and across the southerly 50.00 feet of the westerly 20.00 feet of said Property.

Said temporary construction easement shall be effective from April 1, 2025 to July 31, 2026.

DEPICTION OF THE EASEMENT AREA

Parcel 4: Property I.D. 20-16700-01-010 & 20-16700-02-010, Torrens Certificate No. 171542

Property Address: 5300-400 Babcock Trail East, Inver Grove Heights, MN 55077

Legal Description of the Property:

LOT One (1) BLOCK One (1) CENEX ADDITION, according to the recorded plat thereof, EXCEPT that part of said Lot 1 shown as Parcel 58 on the plats designated as Minnesota Department of Transportation Right of Way Plats Numbered 19-68 and 19-69 recorded in the office of the Dakota County Recorder.

AND

LOT One (1), BLOCK Two (2) CENEX ADDITION, according to the recorded plat thereof, EXCEPT that part of said Lot 1 shown as Parcel 58 on the plats designated as Minnesota Department of Transportation Right of Way Plats Numbered 19-68 and 19-69 recorded in the office of the Dakota County Recorder.

Legal Description of Acquisition:

TEMPORARY CONSTRUCTION EASEMENT

A temporary construction easement over, under, and across the following property:

Tract 1 PID 201670001010

LOT One (1) BLOCK One (1) CENEX ADDITION, according to the recorded plat thereof, EXCEPT that part of said Lot 1 shown as Parcel 58 on the plats designated as Minnesota Department of Transportation Right of Way Plats Numbered 19-68 and 19-69 recorded in the office of the Dakota County Recorder.

Tract 2 PID 201670002010

LOT One (1), BLOCK Two (2) CENEX ADDITION, according to the recorded plat thereof, EXCEPT that part of said Lot 1 shown as Parcel 58 on the plats designated as Minnesota Department of Transportation Right of Way Plats Numbered 19-68 and 19-69 recorded in the office of the Dakota County Recorder.

Said easement being the westerly 2.00 feet of the northerly 63.00 feet of the southerly 168.00 feet of Tract 2 EXCEPT that portion northerly of a line parallel and 2.00 feet northerly of the curb that is covered by a rock garden.

AND

A temporary construction easement over, under, and across that part between the northerly and southerly lines of the northerly 63.00 feet of the southerly 168.00 feet of Tract 2 extended west EXCEPT that portion northerly of a line parallel and 2.00 feet northerly of the curb that is covered by a rock garden.

Said temporary construction easement shall be effective from April 1, 2025, to July 31, 2026.



Request for Council Action

SUBJECT: **Pipeline Crossing Agreements with UP Railroad for City Project No. 2016-17 - 117th Street Reconstruction**

MEETING DATE: September 9, 2024

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to approve three pipeline crossing agreements with UP Railroad for sanitary sewer and watermain crossings associated with City Project No. 2016-17 - 117th Street Reconstruction.

BACKGROUND

The final design for the 117th Street Reconstruction project is nearing completion, and project consultant staff have been working with City and County staff to finalize all construction permits ahead of project bidding later this fall. A crossing permit is needed for City-owned water and sewer utilities that cross under existing UP Railroad tracks along 117th Street. Since the City is a government agency and not a private utility, UP Railroad enters into formal agreements for such crossings, as opposed to executing permits. This provides protection for both agencies for long-term operation of their respective facilities, and is standard practice for such crossings.

The City has three separate utility crossings proposed: sanitary sewer (force main and gravity sewer) and water main. The three agreements are boilerplate in nature, and attached to this agenda item for final execution.

FISCAL IMPACT

The fee for these agreements is \$1,368.75 per utility crossing (\$4,106.25 total), and is set by State Statute 237.045, Subdivision 6. These costs are factored into the legal, engineering, administrative, and finance (LEAF) costs for the project, and will be tracked and paid through Fund 436 - 117th Street Reconstruction.

RECOMMENDATION

Staff recommends approval of the three attached pipeline crossing agreements with UP Railroad for City Project No. 2016-17 - 117th Street Reconstruction.

ATTACHMENTS

1. Agreement No. 0798524 - 117th Street - 16" DIP Watermain
2. Agreement No. 0798526 - 117th Street - 4" DIP Forcemain
3. Agreement No. 0798523 - 117th Street - 8" PVC Sanitary Sewer



August 20, 2024
Project: 0798524

CITY OF INVER GROVE HEIGHTS

Re: Proposed One (1) Underground Sixteen Inch (16") Ductile Iron Pipe Encased In A Twenty Seven Inch (27") Steel Casing For Transporting And Conveying Potable Water Pipeline Crossing of Railroad Property at Mile Post 338.31 on the Albert Lea Subdivision at or near Rosemount, Dakota County, Minnesota.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, with Project No. 0798524 referenced, in the amount of **One Thousand Three Hundred Sixty Eight And 75/100 Dollars (\$1,368.75)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

Send Electronic Payments to:

Name: Bank of America, Dallas, TX
Union Pacific Account = 3752021457
• ACH Routing Number = 1110-0001-2
• Wire Routing Number = 026009593

Mail Checks to:

Union Pacific Railroad Company
12567 Collection Center Drive
Chicago, IL 60693
• **CHECKS ONLY – NO AGREEMENTS**

UP does not currently offer a credit card option for these payments.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at ksjones@up.com.

Sincerely,

A handwritten signature in blue ink that reads "Kristy S Jones".

Kristy S Jones
Sr Analyst Real Estate - Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 338.31, Albert Lea Subdivision
Location: Rosemount, Dakota County, Minnesota

THIS AGREEMENT ("Agreement") is made and entered into as of August 20, 2024, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF INVER GROVE HEIGHTS**, to be addressed at 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground sixteen inch (16") ductile iron pipe encased in a twenty seven inch (27") steel casing for transporting and conveying potable water only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Rosemount, Dakota County, State of Minnesota ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated August 2, 2024, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground sixteen inch (16") ductile iron pipe encased in a twenty seven inch (27") steel casing for transporting and conveying potable water, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of One Thousand Three Hundred Sixty Eight And 75/100 Dollars (**\$1,368.75**).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licenser, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licenser's written consent, will be absolutely void and may result in Licenser's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licenser's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0798524)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Invergrove Heights, Minnesota 55077

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF INVER GROVE HEIGHTS

By: _____

By: _____

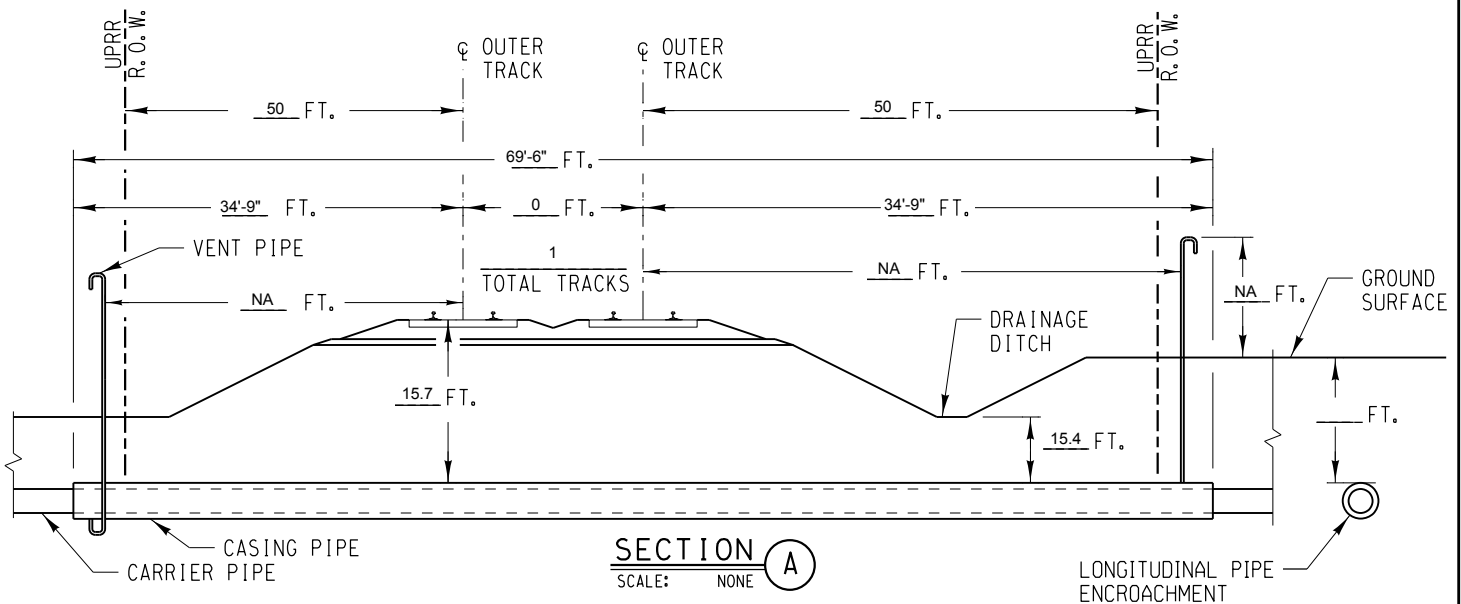
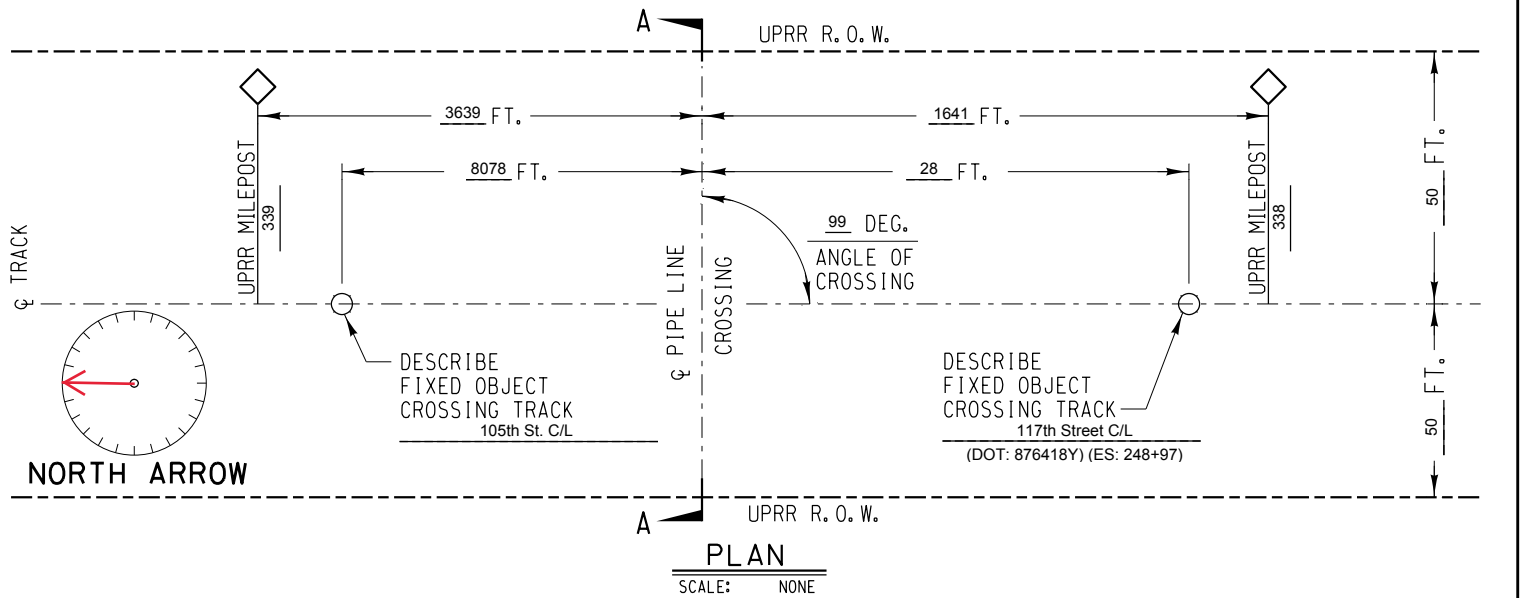
Kris Jones
Senior Analyst Real Estate - Contracts

Name Printed: Brenda Dietrich _____

Title: Mayor _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.3.

- A) METHOD OF INSTALLATION DRY BORE AND JACK
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT NA
- C) SIGNS PROVIDED? NO
- D) CARRIER MATERIAL DUCTILE IRON PIPE. IF RCP, CLASS V? NA
COMMODITY TO BE CONVEYED POTABLE WATER
OPERATIONAL PRESSURE 90 PSI. MAOP 350 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 0.40 / CL 52. DIAMETER 16 IN.
CATHODIC/COATING PROTECTION YES
- E) CASING MATERIAL STEEL. IF RCP, CLASS V? NA
TOTAL LENGTH CASING PIPE: 70 FT.
WALL THICKNESS 0.438 IN. DIAMETER 27 IN.
CATHODIC/COATING PROTECTION NO
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
33.5 AND 33.5.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Albert Lea Sub.

TRACK TYPE: MAINLINE

M.P.: 338.31

LAT.: 44.779298

E.S.M.: 249+25

LONG.: -93.058405

NEAREST CITY:

COUNTY:

STATE:

Inver Grove Heights

Dakota

MN

APPLICANT: CITY OF INVER GROVE HEIGHTS

FILE NO.: 0798524

DATE: 8 / 2 / 2024

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licenser to use and maintain its entire property including the right and power of Licenser to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licenser without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licenser to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licenser's satisfaction and in strict conformity with: (i) Licenser's current engineering standards and specifications, including those for shoring and cribbing to protect Licenser's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licenser's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licenser, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licenser's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licenser's approval, Licensee shall contact both of Licenser's field representatives ("Licenser's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licenser has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensors Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensors Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensors shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensors will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensors, including but not limited to flagging, Licensors shall bill Licensee for such expenses incurred by Licensors, unless Licensors and a federal, state, or local governmental entity have agreed that Licensors is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensors and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensors performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensors and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensors will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensors is required to pay the flaggers and which could not reasonably be avoided by Licensors by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensors to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensors a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensors then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensors property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensors as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensors as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensors and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensors or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensors from Licensee or any third party will not be limited by the amount of the required insurance coverage.



August 20, 2024
Project: 0798526

CITY OF INVER GROVE HEIGHTS

Re: Proposed One (1) Underground Four Inch (4") Ductile Iron Pipe Encased In A Twelve Inch (12") Steel Casing For Transporting And Conveying Sanitary Sewerage Pipeline Crossing of Railroad Property at Mile Post 516.18 on the Roseport Industrial Lead Subdivision at or near Roseport, Dakota County, Minnesota.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, with Project No. 0798526 referenced, in the amount of **One Thousand Three Hundred Sixty Eight And 75/100 Dollars (\$1,368.75)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

Send Electronic Payments to:

Name: Bank of America, Dallas, TX
Union Pacific Account = 3752021457
• ACH Routing Number = 1110-0001-2
• Wire Routing Number = 026009593

Mail Checks to:

Union Pacific Railroad Company
12567 Collection Center Drive
Chicago, IL 60693
• **CHECKS ONLY – NO AGREEMENTS**

UP does not currently offer a credit card option for these payments.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at ksjones@up.com.

Sincerely,

A handwritten signature in blue ink that reads "Kris Jones".

Kris Jones
Senior Analyst Real Estate - Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 516.18, Roseport Industrial Lead Subdivision
Location: Roseport, Dakota County, Minnesota

THIS AGREEMENT ("Agreement") is made and entered into as of August 20, 2024, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF INVER GROVE HEIGHTS**, to be addressed at 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground four inch (4") ductile iron pipe encased in a twelve inch (12") steel casing for transporting and conveying sanitary sewerage only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Roseport, Dakota County, State of Minnesota ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated August 2, 2024, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground four inch (4") ductile iron pipe encased in a twelve inch (12") steel casing for transporting and conveying sanitary sewerage, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of One Thousand Three Hundred Sixty Eight And 75/100 Dollars (**\$1,368.75**).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licenser, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licenser's written consent, will be absolutely void and may result in Licenser's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licenser's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0798526)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF INVER GROVE HEIGHTS

By: _____

By: _____

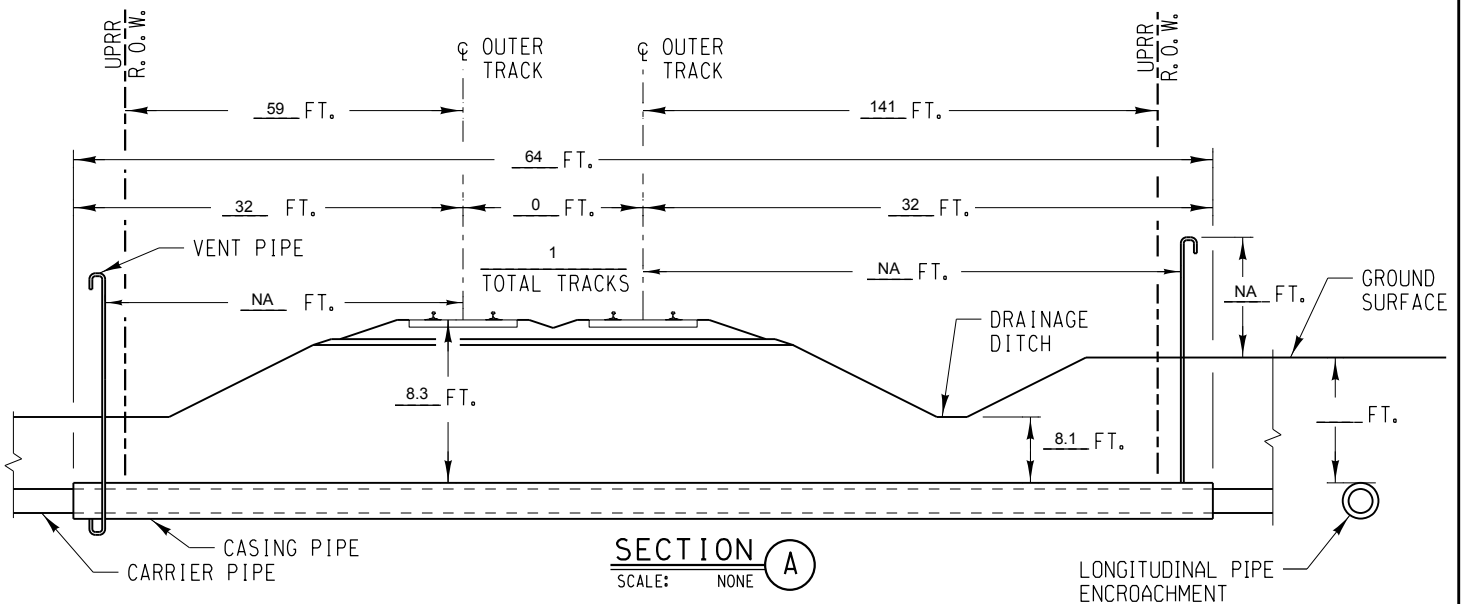
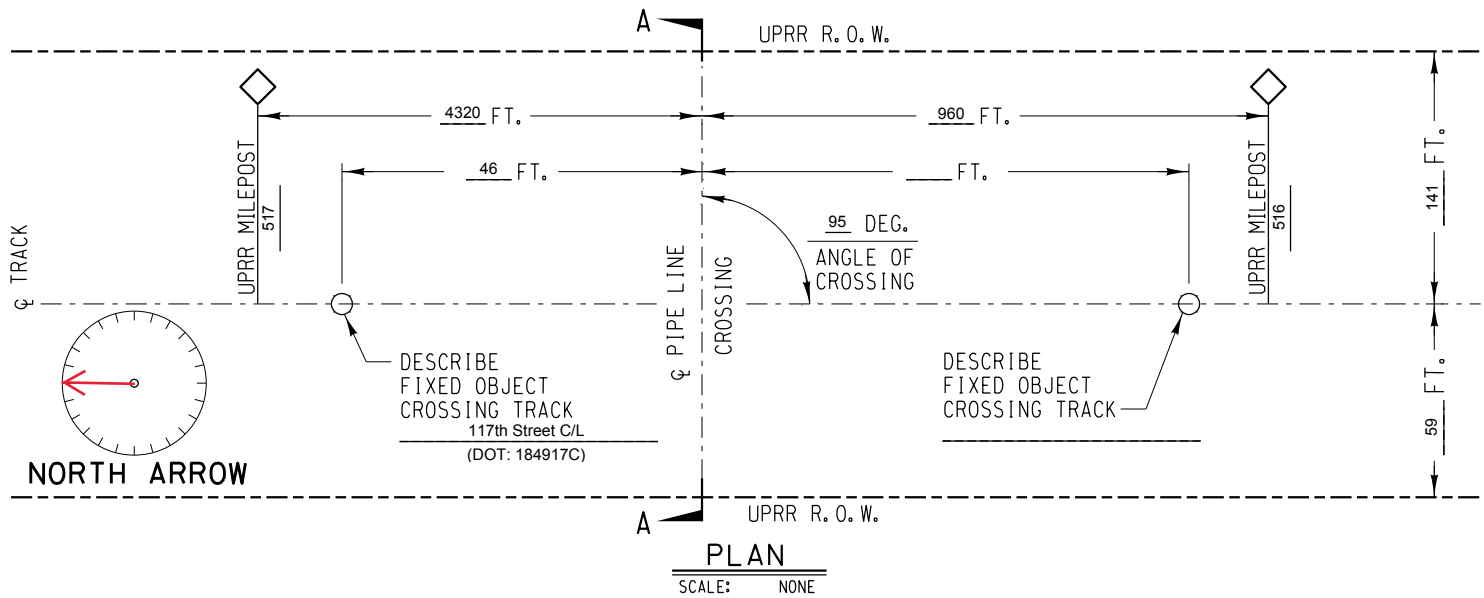
Kris Jones
Senior Analyst Real Estate - Contracts

Name Printed: Brenda Dietrich _____

Title: Mayor _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.3.

- A) METHOD OF INSTALLATION DRY BORE AND JACK
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT NA
- C) SIGNS PROVIDED? NO
- D) CARRIER MATERIAL DUCTILE IRON PIPE. IF RCP, CLASS V? NA
COMMODITY TO BE CONVEYED SANITARY SEWERAGE.
OPERATIONAL PRESSURE 27.5 PSI. MAOP 350 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 0.25. DIAMETER 4 IN.
CATHODIC/COATING PROTECTION YES
- E) CASING MATERIAL STEEL. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 64 FT.
WALL THICKNESS 0.188 IN. DIAMETER 12 IN.
CATHODIC/COATING PROTECTION NO
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
30 AND 30.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Roseport Ind. Ld.

TRACK TYPE: MAINLINE

M.P.: 516.18

LAT.: 44.779092

E.S.M.: NA

LONG.: -93.049412

NEAREST CITY:

COUNTY:

STATE:

Inver Grove Heights

Dakota

MN

APPLICANT: CITY OF INVER GROVE HEIGHTS

FILE NO.: 0798526

DATE: 8 / 2 / 2024

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensors has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensors Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensors Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensors shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensors will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensors, including but not limited to flagging, Licensors shall bill Licensee for such expenses incurred by Licensors, unless Licensors and a federal, state, or local governmental entity have agreed that Licensors is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensors and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensors performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensors and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensors will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensors is required to pay the flaggers and which could not reasonably be avoided by Licensors by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensors to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensors a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensors then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensors property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensors as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensors as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensors and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensors or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensors from Licensee or any third party will not be limited by the amount of the required insurance coverage.



August 20, 2024
Project: 0798523

CITY OF INVER GROVE HEIGHTS

Re: Proposed One (1) Underground Eight Inch (8") PVC Pipe Encased In An Eighteen Inch (18") Steel Casing For Transporting And Conveying Sanitary Sewerage Pipeline Crossing of Railroad Property at Mile Post 516.18 on the Roseport Industrial Lead at or near Roseport, Dakota County, Minnesota.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, with Project No. 0798523 referenced, in the amount of **One Thousand Three Hundred Sixty Eight And 75/100 Dollars (\$1,368.75)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

Send Electronic Payments to:

Name: Bank of America, Dallas, TX
Union Pacific Account = 3752021457
• ACH Routing Number = 1110-0001-2
• Wire Routing Number = 026009593

Mail Checks to:

Union Pacific Railroad Company
12567 Collection Center Drive
Chicago, IL 60693
• **CHECKS ONLY – NO AGREEMENTS**

UP does not currently offer a credit card option for these payments.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at ksjones@up.com.

Sincerely,

A handwritten signature in blue ink that reads "Kris Jones".

Kris Jones
Senior Analyst Real Estate - Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 516.18, Roseport Industrial Lead
Location: Roseport, Dakota County, Minnesota

THIS AGREEMENT ("Agreement") is made and entered into as of August 20, 2024, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF INVER GROVE HEIGHTS**, to be addressed at 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground eight inch (8") PVC pipe encased in an eighteen inch (18") steel casing for transporting and conveying sanitary sewerage only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Roseport, Dakota County, State of Minnesota ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated August 2, 2024, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground eight inch (8") PVC pipe encased in an eighteen inch (18") steel casing for transporting and conveying sanitary sewerage, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of One Thousand Three Hundred Sixty Eight And 75/100 Dollars (**\$1,368.75**).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licenser, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licenser's written consent, will be absolutely void and may result in Licenser's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licenser's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0798523)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF INVER GROVE HEIGHTS

By: _____

By: _____

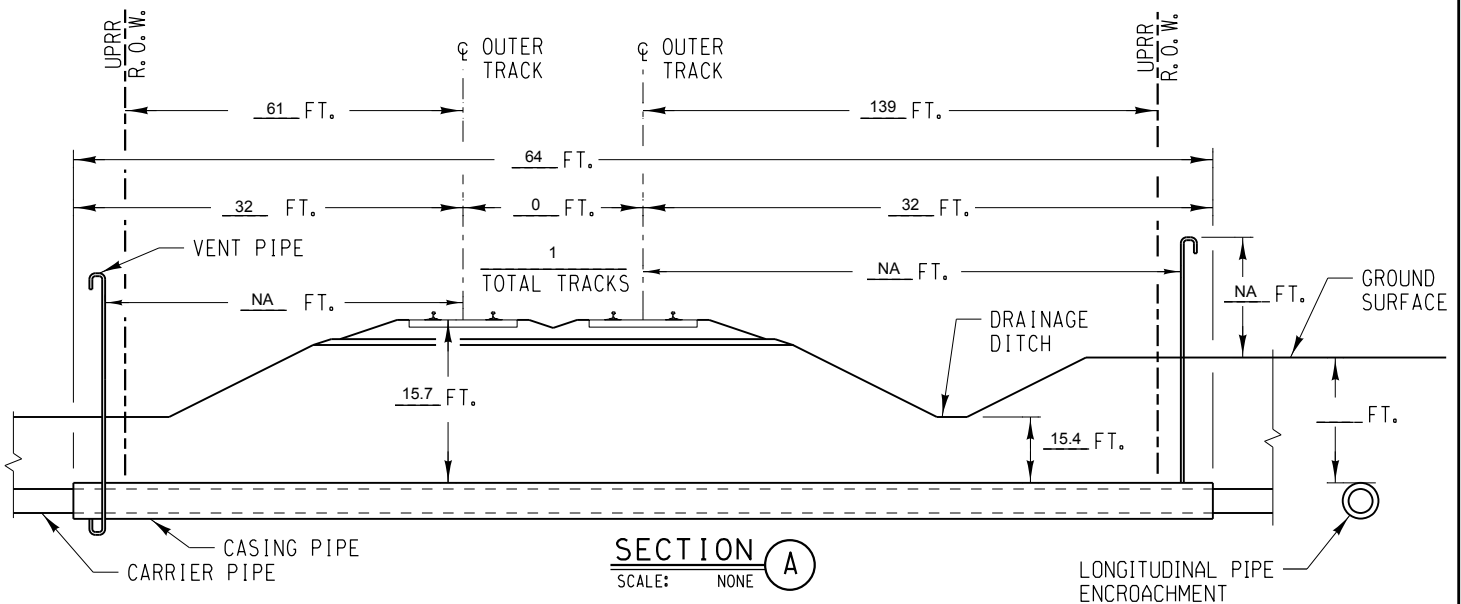
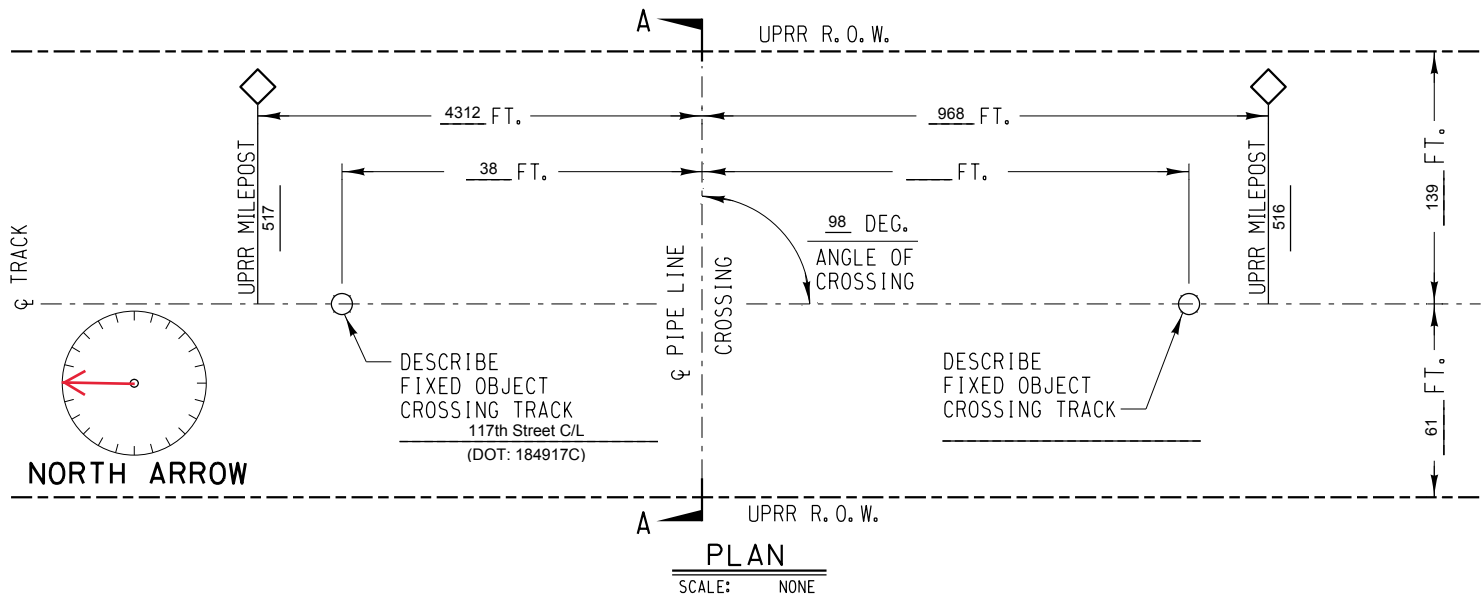
Kris Jones
Senior Analyst Real Estate - Contracts

Name Printed: Brenda Dietrich _____

Title: Mayor _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.3.

- A) METHOD OF INSTALLATION DRY BORE AND JACK
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT NA
- C) SIGNS PROVIDED? NO
- D) CARRIER MATERIAL PVC. IF RCP, CLASS V? NA
COMMODITY TO BE CONVEYED SANITARY SEWERAGE.
OPERATIONAL PRESSURE 0 PSI. MAOP 0 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 0.323 / SDR 26. DIAMETER 8 IN.
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL. IF RCP, CLASS V? NA
TOTAL LENGTH CASING PIPE: 64 FT.
WALL THICKNESS 0.312 IN. DIAMETER 18 IN.
CATHODIC/COATING PROTECTION NO
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
30 AND 30.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Roseport Ind. Ld.

TRACK TYPE: MAINLINE

M.P.: 516.18

LAT.: 44.779088

E.S.M.: NA

LONG.: -93.049417

NEAREST CITY:

COUNTY:

STATE:

Inver Grove Heights

Dakota

MN

APPLICANT: CITY OF INVER GROVE HEIGHTS

FILE NO.: 0798523

DATE: 8 / 2 / 2024

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensors has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensors Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensors Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensors shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensors will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensors, including but not limited to flagging, Licensors shall bill Licensee for such expenses incurred by Licensors, unless Licensors and a federal, state, or local governmental entity have agreed that Licensors is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensors and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensors performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensors and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensors will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensors is required to pay the flaggers and which could not reasonably be avoided by Licensors by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensors to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensors a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensors then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensors property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensors as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensors as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensors and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensors or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensors from Licensee or any third party will not be limited by the amount of the required insurance coverage.



Request for Council Action

SUBJECT: **Resolution Approving a Setback Variance for 10037 Barnes Trail**

MEETING DATE: September 9, 2024

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, granting a variance to allow an accessory structure to encroach within the side setback of the property located at 10037 Barnes Trail (Diamond - Case No. 24-30V)

- Requires 3/5ths majority vote
- 60-day deadline: September 20, 2024

BACKGROUND

The applicant is requesting a variance to build a 1,600 square foot detached accessory structure 40 feet from the side property line whereas 50 feet is the required setback. Accessory structures over 1,000 gross square feet in size require a 50-foot setback from all property lines. The lot is 4.99 acres in size and contains a single-family home, with an attached garage. The property has a 200 foot NSP easement that runs along the rear of the property.

The applicant is proposing to construct the building about 55 feet from the front property line and at least 40 feet from the side property line. Alternate locations were considered for the proposed structure. The property is unique in that, due to the shape of the lot and the NSP easement that runs along the northern part of the property, the buildable area is reduced as structures are not allowed within the easement. Additionally, there is about 65 feet of grade change from the front of the property to the back along with well and drainfield sites to avoid.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff: Staff recommends approval of the setback variance with the conditions listed in the attached Resolution.

Planning Commission: At the August 20, 2024 public hearing, the applicant was present and no members of the public testified. The Planning Commission unanimously recommended approval of the request with the conditions listed in the attached Resolution.

ATTACHMENTS

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

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

RESOLUTION NO. 2024-200

**RESOLUTION APPROVING A VARIANCE TO ALLOW A SIDE SETBACK OF 40 FEET FOR
AN ACCESSORY STRUCTURE LARGER THAN 1,000 GROSS SQUARE FEET**

**CASE NO. 24-30V
Diamond**

Property located at 10037 Barnes Trail and legally described as follows:

LOT 7, BLK 4, BLAIR ESTATES Dakota County, Minnesota,
according to the recorded plat thereof

WHEREAS, the applicant is requesting a variance to allow a side setback of 40 feet for a detached accessory structure whereas 50 feet is the required setback;

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 August 20, 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:

- The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- The variance request does not appear to have any adverse impacts on the neighboring properties.
- The site is unique in that it has about 65 feet of grade change along with a 200 foot NSP easement that runs along the rear of the property, reducing the buildable area on the lot that could comply with the setback requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 40-foot side setback is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. The accessory structures shall not be used for commercial uses, storage related to a commercial use, or home occupations.
3. A grading/erosion control plan shall be required at the time of the building permit application.

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

Adopted by the City Council of Inver Grove Heights this 9th day of September, 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: August 20, 2024

SUBJECT: Variance from the Required Side Setback to Build a New Structure Located at 10037 Barnes Trail. (Nathan Diamond – Case No. 24-30V)

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 applicant is requesting a Variance to build a 1,600-square-foot accessory building within the side setback requirements located 40 feet from side property line, whereas City Code requires buildings this size to be 50 feet from property lines. The proposed structure would be 160 feet from the closest neighboring home to the west and complies with other zoning code requirements, such as impervious surface and exterior building material requirements.

The site is unique in that it has 680 feet of road frontage. There is a 200-foot-wide Northern States Power easement along the north side of the property and about 65 feet of grade change. Due to the size of the lot and the structure's location, the proposed building does not appear to adversely impact neighboring properties.

Staff recommends approval of the setback Variance with the three conditions listed.

Staff has not heard from surrounding property owners.

Opening of Public Hearing

Nathan Diamond, 10037 Barnes Trail, Applicant, stated that he has read and understood the staff report.

Chair Weber closed the Public Hearing.

Planning Commission Discussion

Commissioner Hunting stated that when visiting the property, observed that there is not a better location for the structure. Therefore, is in favor of approval.

Planning Commission Recommendation

Motion by Presley, Second by Schaefer, to approve a Variance to construct a detached accessory structure within the side setback, using the rationale stated and subject to the three conditions listed in the staff report.

Recommendation to City Council
August 20, 2024
Page 2

Ayes: 8
Nays: 0 Motion Carried.

The item is tentatively scheduled to go before the City Council on September 9, 2024.



Planning Commission Report

MEETING DATE:	August 20, 2024
CASE NO:	24-30V
APPLICANT:	Nathan Diamond
PROPERTY OWNER:	Same.
REQUEST:	Variance
LOCATION:	10037 Barnes Trail
COMPREHENSIVE PLAN:	RDR, Rural Density Residential
ZONING:	A, Agricultural
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

- Variance to allow a detached accessory structure up to 40 feet from the side property line whereas 50 feet is required.

BACKGROUND

The applicant is requesting a Variance to build a 1,600 gross square foot accessory structure within the side yard setback requirements. The lot is 4.99-acres in size, with about 680 feet of road frontage. The property has roughly 65 feet of grade change from the highest to lowest point and has a 200-foot wide NSP easement that runs along the northern part of the property. The lot contains a single-family home, with an attached garage.

The applicant is proposing to construct the building in line with the front setback of the home, about 55 feet from the front property line. The building would be located about 40 feet from the property line. Accessory structures over 1,000 gross square feet in size require a 50-foot setback from all property lines.

Alternate locations were considered for the proposed structure. There are topographical challenges from the front to the back of the property along with a well and septic and drainfield sites that need to be avoided. These challenges along with the NSP easement prompted the Variance request.

EVALUATION OF REQUEST

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

East, South & West	Single-Family	Zoned: A, Agricultural	Guided: RDR, Rural Density Residential
North	Single-Family	Zoned: E-1, Estate Residential	Guided: RDR, Rural Density Residential

ENGINEERING REVIEW

Engineering has reviewed the request and takes no exception to the proposed location of the accessory building.

VARIANCE REVIEW

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, 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 property is allowed one detached accessory structure, up to 2,395 gross square feet in size. These code requirements would be met. One of the functions of setback requirements is to maintain consistency of structure placement and aesthetic qualities from street and neighboring views. The proposed structure would be about 160 feet from the closest neighboring structure to the west and in line with the existing home. Staff believes the intent of the code is met with the proposed structure.

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

The applicant is requesting to place the structure within the most reasonable area of the property that provides the least amount of land alteration while meeting the needs of the applicant. If the applicant constructed the building to comply with setback requirements, additional grading and tree removal would be required. The proposed building complies with the maximum size allowed and meets the side setbacks for an accessory structure that would be 1,000 square feet or less.

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, due to the shape of the lot and the 200-foot wide NSP easement that runs along the northern part of the property, the buildable area is reduced as structures are not allowed within the easement. Additionally, there is about 65 feet of grade change from the front of the property to the back.

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

The property is in a developed rural neighborhood that contains a variety of structure sizes and locations. The proposed structure would be located about 55 feet from the front property line, in line with the existing home and about 160 feet from the closest neighboring home to the west. The proposed location would have the least amount of grading and tree removal compared to other areas on the property.

Due to the size of the lots, location of the structure, and size of neighboring structures, the proposed building does not appear to alter the character of the neighborhood.

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

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

ALTERNATIVES

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

A. Approval. If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of a Variance to construct a detached accessory structure within the side setback subject to the following conditions:
 1. The structure shall be constructed in substantial conformance with the site plan on file with the Planning Department.
 2. The accessory structure shall not be used for commercial uses, storage related to commercial use, or home occupations.
 3. A grading/erosion control plan shall be required at the time of the building permit application.

Rationale: The proposed setback is not out of character for the neighborhood and is consistent with the comprehensive plan. The location of the structure does not appear to have an adverse impact on the neighboring properties. The property is unique in that it has about 65 feet of grade change along with a 200-foot NSP easement that runs along the northern part of the property, reducing the buildable area on the lot.

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

RECOMMENDATION

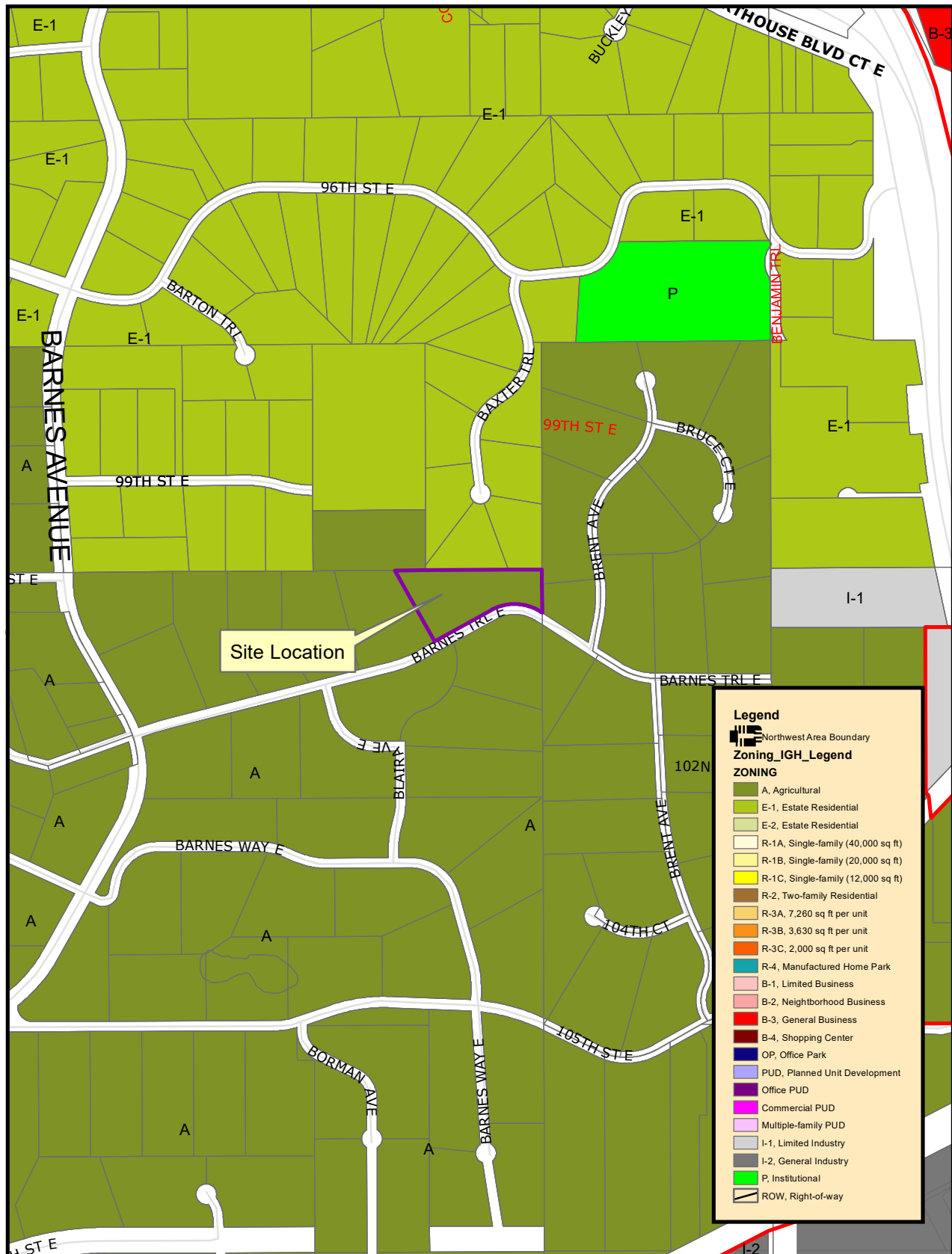
Based on the information in the preceding report and the conditions listed in Alternative A, staff believes there is rationale to support a side setback variance and is recommending approval of the request as presented.

ATTACHMENTS

1. Zoning and Location Map
2. Topography and Easement Map
3. Narrative
4. Site Plan



10037 Barnes Trail Case No. 24-30V



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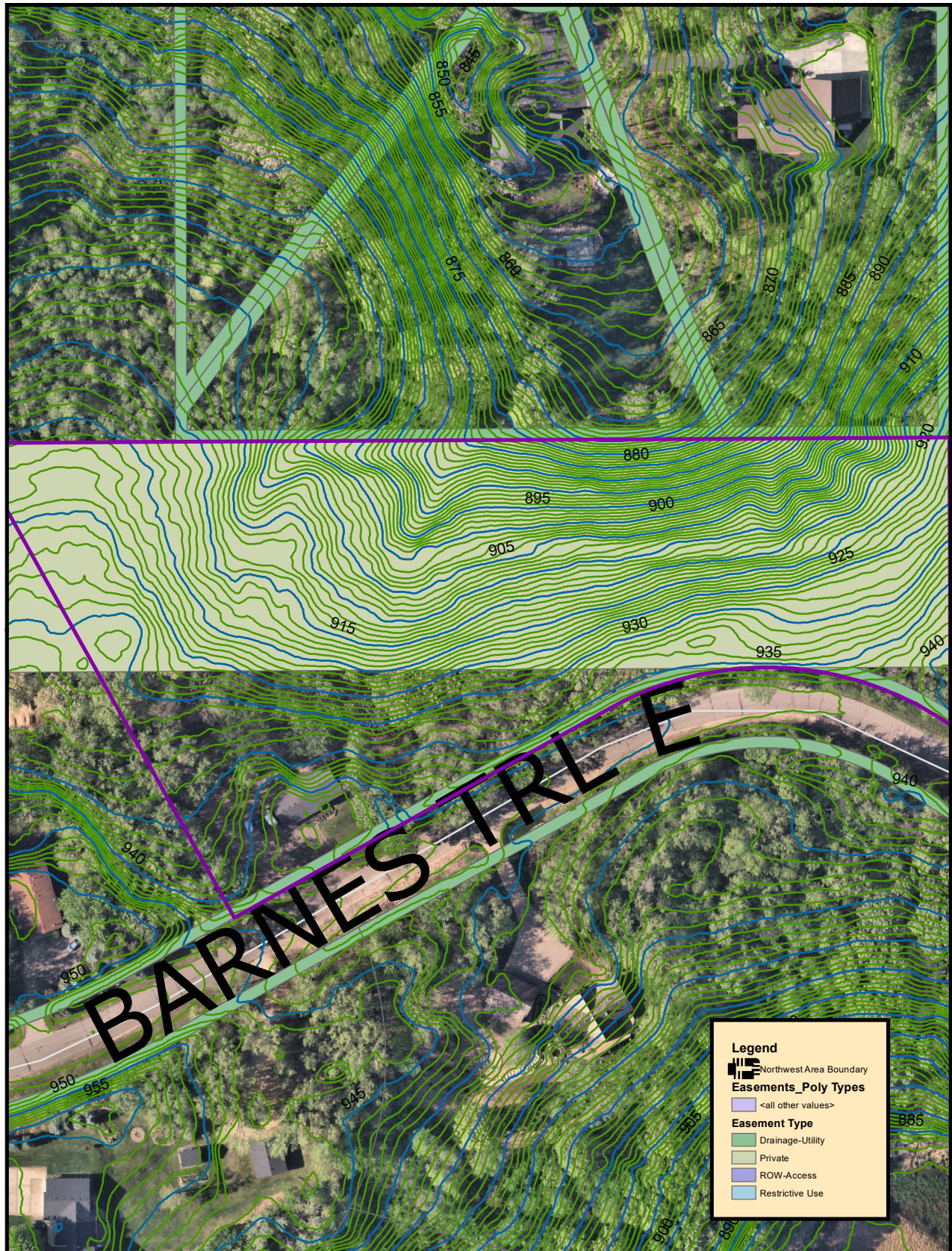
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Exhibit A
Zoning and Location Map



10037 Barnes Trail Case No. 24-30V



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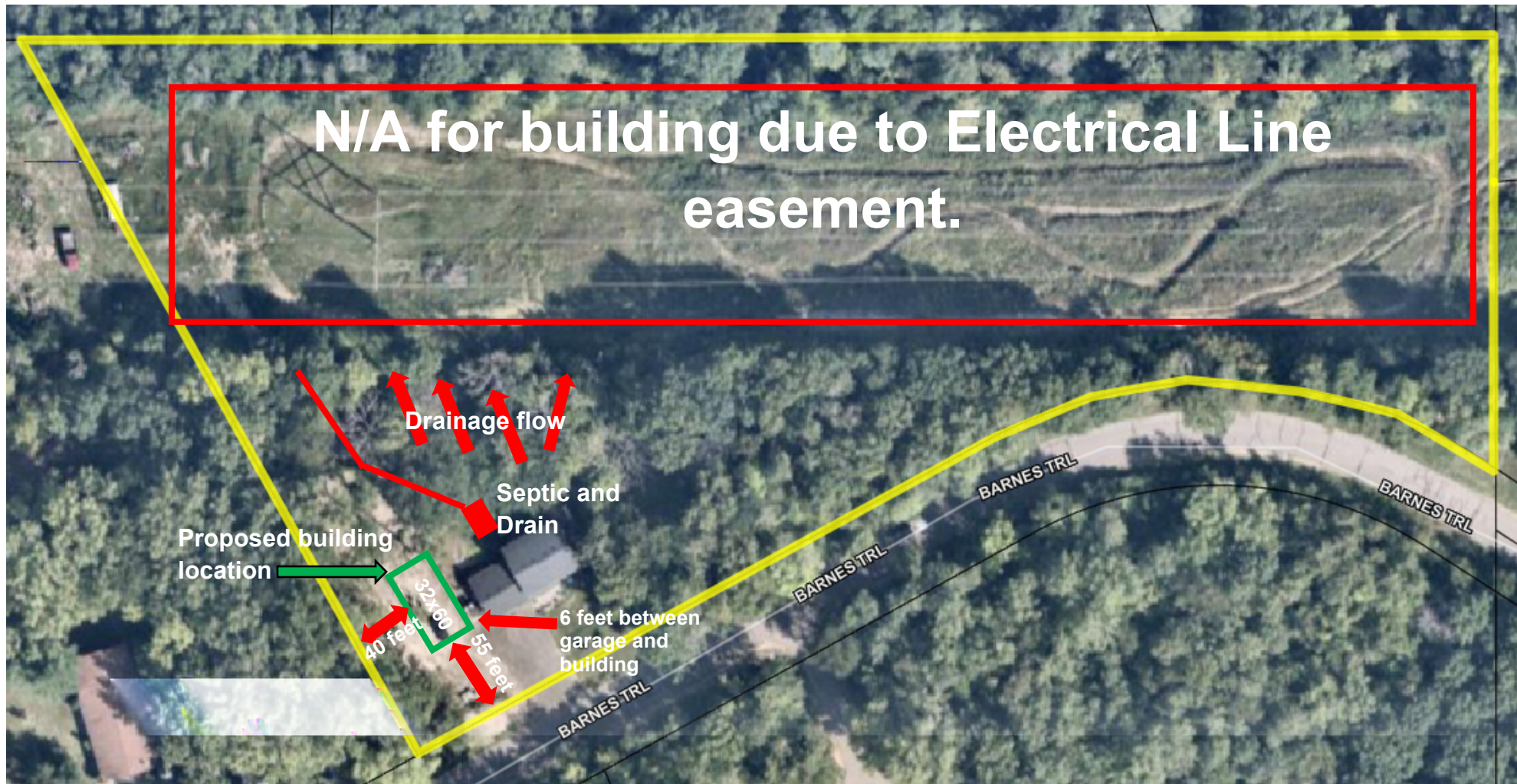
Exhibit B
Topography and NSP Easement

Legal Description: Lot 7, Block 4, Blair Estates, Dakota County, Minnesota

Narrative: I am requesting a variance in order to build a 32x50 detach building to the west of the existing house and attached garage. The area that I am requesting to place the detached building is 42 +/- feet from the lot line to the west side of the property (setback is 50 feet), the front of the building will be in line with the current house and attached garage which has a 65 feet setback from the front/south road line (setback is 30 feet).

The reason that I choose this location is based on a few factors

- 1) There is a large electrical line easement on the back side of the property which does not allow permanent building to take place in the location.
- 2) Next location is north of the house, up against the easement. This area behind the house is sloped back towards the easement area and all drainage from the yard travels in this direction. Multiple trees (>10) would need to be removed from this area which would impact the lot negatively.
 - a. Access to this location would need to have a driveway built into the easement along with having to add driveway access over the existing septic system line and drainage field
- 3) Location available to the east of the house is also heavily wooded and access to this area would be difficult and also negatively impact the lot by removing a large amount of trees (>30) along with terrain that is not conducive to placing a building.
- 4) Area next to the attached garage is already cleared and filled by previous owner, the house to the west is ~100 yards away through a heavily wooded area which placing the building in this location would not negatively impact the lot that I own, nor would it negatively impact the neighbors.



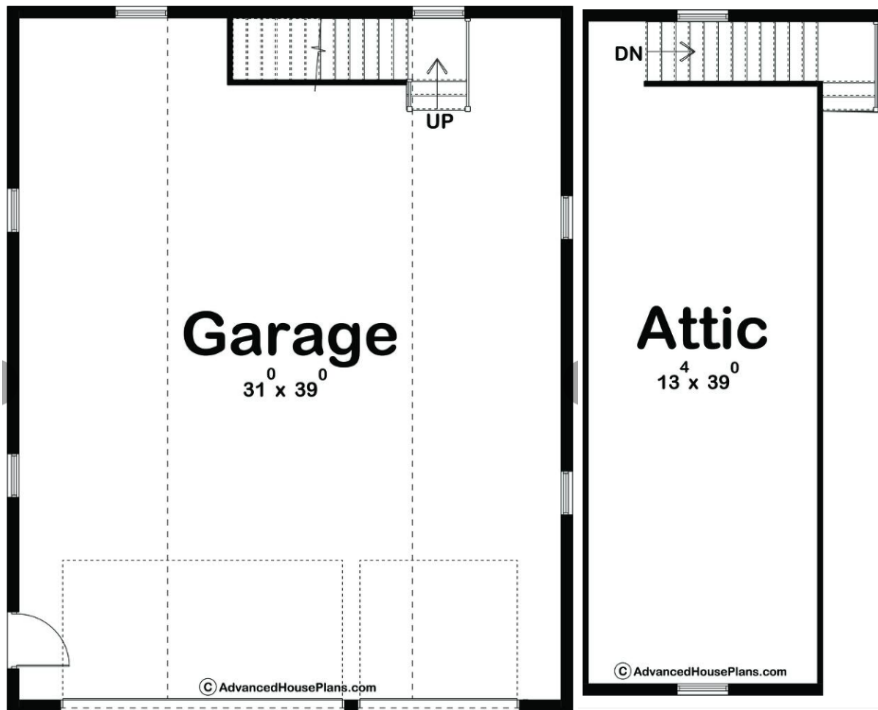
Proposed building – ~30X60 next to the existing attached garage (32x40 garage with a 20x32 enclosed cold storage on the backside)

Setback from existing attached garage ~6 feet (code = 5 feet)

Setback from side property line (to the west) - ~40 feet (code 50 feet)

Setback from front property line (to the south) - ~55 feet

Parking area in front of house (crushed blacktop so not impervious. Area of crushed asphalt is 1755 sq ft)





Request for Council Action

SUBJECT: **Resolution Accepting \$4,000 in Donations for Fire & Police Departments**

MEETING DATE: September 9, 2024
ITEM TYPE: Consent Agenda
CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, accepting \$2,000 in donations each to the Police and Fire Departments.

BACKGROUND

In September, the City received two checks from an Inver Grove Heights resident who wishes to remain anonymous. Each check was in the amount of \$2,000, and one was made out to the Police Department and one to the Fire Department.

The donor expressed gratitude to the fire and police departments for their service to the community and placed no restrictions on how the funds were to be used. The Fire Department wishes to save these funds for a future purchase of a Utility Terrain Vehicle (UTV), that would allow firefighters and equipment to better reach some of the more heavily wooded areas of the community. The Police Department would like the funds put towards 2024 community outreach and engagement efforts.

Both the Fire Department and Police Department would also like to convey their appreciation for this generous donation.

FISCAL IMPACT

Acceptance of this donation will provide \$4,000 in financial resources for public safety purchases and programming.

RECOMMENDATION

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

ATTACHMENTS

1. Resolution Accepting Donation

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

RESOLUTION NO. 2024-201

**RESOLUTION ACCEPTING \$4,000 IN DONATIONS FOR
THE FIRE & POLICE DEPARTMENTS**

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

WHEREAS, an anonymous donor would like to donate \$2,000 to the Fire Department and \$2,000 to the Police Department and has placed no restrictions on how the funds are spent; and

WHEREAS, the Fire Department has requested their \$2,000 donation be set aside for a future UTV purchase and the Police Department has requested their \$2,000 donation be added to their 2024 budget for community outreach and engagement efforts; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the City does hereby accept the donation of funds in the amount of \$4,000 and commit the funds as follows: \$2,000 towards a future UTV purchase (101.0000.000.3020) for the Fire Department and \$2,000 added to the Police Department's 2024 budget for Community Outreach (101.2000.000.5182).

Adopted this 9th day of September, 2024, by the City Council of Inver Grove Heights, MN.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Consider a Variance from the Subdivision Ordinance to Allow Placement of a Shed in a City Drainage and Utility Easement at 7260 Bancroft Way**

MEETING DATE: September 9, 2024

ITEM TYPE: Public Hearing

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to hold a public hearing and then take action on an application for a variance from the City's subdivision ordinance to locate a shed in the City's drainage and utility easement.

- 60-day deadline: September 20, 2024
- Requires a 3/5ths majority vote

BACKGROUND

The City Code contains separate titles regulating zoning matters and subdivision matters. The title containing zoning regulations (commonly referred to as the City's "zoning ordinance") and the title regulating subdivisions (the "subdivision" title) both include requirements related to the placement of structures on a lot. Both also provide a process for the granting of variances from the strict application of the standards found in each title. However, the process for obtaining a variance and the standard that must be applied to a request for a variance are different between the zoning ordinance and the subdivision title.

Under Title 10, the zoning ordinance, applications for a variance are considered first by the City's Planning Commission. A public hearing is required to be held by the Planning Commission. Ultimately, the Council, sitting as the Board of Appeals and Adjustments, is tasked with approving or denying the variance. State statutes establish the test that the Planning Commission and City Council must apply when considering a variance application, and provides that a variance may be granted if, and only if, the applicant establishes "practical difficulties". Applications for a variance from the zoning ordinance are relatively common.

Unlike variances under the zoning ordinance, variance applications under the subdivision title are uncommon. Title 11 provides that variances may be permitted in hardship cases as follows:

11-1-5: VARIANCES:

A. Permitted Variances:

1. **Hardship Cases:** The design standards in this title are to be followed unless the city council shall permit a variance because of unusual hardship due to the topography, placement of

buildings or other factors making it reasonable to vary the standards set forth herein without nullifying the intent and purpose of the comprehensive plan or this title.

What constitutes a "design standard" under the subdivision title is not defined.

In the matter before the Council, the applicants own the property located at 7260 Bancroft Way and have placed a shed within the twenty (20) foot public drainage and utility easement located in the rear of their property. However, the subdivision title prohibits the location of buildings within City easements:

11-3-8: BUILDING LOCATIONS:

- A. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat and shall be in accordance with zoning regulations.
- B. Buildings shall not be permitted on outlots or reserve strips. This shall not preclude the possibility of replatting and creating a buildable lot.
- C. Buildings shall not be permitted on publicly dedicated easements or streets.

In order to keep the shed where they have placed it on their property, the property owners have applied for a variance from this subdivision standard.

The City's Engineering Division opposes the requested variance as the drainage and utility easement at the above address is used as a flow path for stormwater. The back of the yard is graded to drain to the east-northeast. In addition, there is a 30-inch storm sewer running at about 10 feet deep draining in the same direction to a pond two lots to the east. Adding an obstruction in this easement will potentially cause two issues: obstruction of drainage patterns intended to flow storm water to the easterly pond, and inhibit access to the 30-inch storm sewer when maintenance is required.

While a public hearing is not technically required under the subdivision title, notice was sent to the surrounding property owners in the same manner that notice is sent to neighbors when a variance is requested under the zoning ordinance. The Council is asked to hold a hearing and provide an opportunity for anyone at the meeting, as well as the applicants, to be heard prior to taking action to approve or deny the requested variance. Two written comments have been received regarding the requested variance and are attached - one from a nearby resident and another from the Lafayette Ridge Homeowners Association - both in opposition to the requested variance.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends denial of the requested variance and a Resolution of denial is attached.

ATTACHMENTS

- 1. Location Map
- 2. Variance Application Narrative
- 3. Correspondence-Neighbor
- 4. Correspondence-Homeowners Association
- 5. Plat of Inverwood Estates
- 6. Resolution of Denial

Variance to Allow a Shed in a Drainage and Utility Easement

Markun - Case No. 24-29V

*Heather Botten, Associate Planner
September 9, 2024*



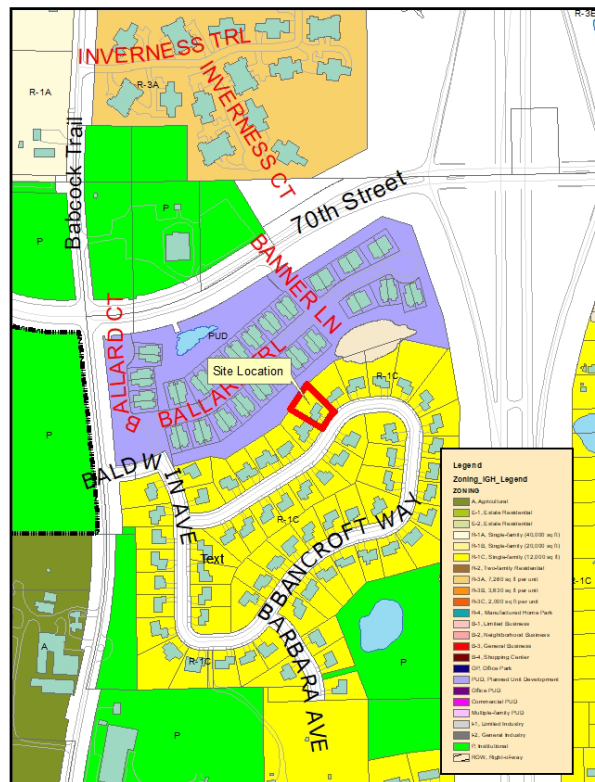
CITY OF
INVER GROVE
HEIGHTS

Community Development

www.ighmn.gov



7260 Bancroft Way
Case No. 24-29V



Zoning and Location Map

Map not to scale

Zoning and Location Map

Action Requested

A Variance from the Subdivision Ordinance to Allow a Shed in a City Drainage and Utility Easement

- To be approved by Council, an unusual hardship must be identified

Site

- 20' drainage and utility easement along rear property
- 20' easement used for a flow path for stormwater
- 30-inch storm sewer located in easement
- Shed is 8' x 8' (64 square feet)



Recommendation(s)

Staff: Recommendation of denial

- City Code restricts placement of structures in D&U easements
- Creates potential obstruction of drainage in area
- Inhibits access to the storm sewer pipe, if maintenance is required
- Lack of demonstrated hardship



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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7260 Bancroft Way Case No. 24-29V



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Location Map

Map not to scale

Narrative

We moved our shed on our property 7260 Bancroft Way not knowing there is an easement. The shed is placed at the bottom of our hill where it is flat and nestled in the trees where it is hardly seen. It was previously on the southside of our property where it starts to slope and whenever we would use it we had difficulty getting things in and out with the incline. When in contact with code enforcement they initially stated that the main concern is water flow to the drain system. The shed is up on treated wood and off the ground allowing water to easily flow to the drain behind it. It's an appealing shed that matches our home and does no harm where it is now.

Building is 8' 3" X 8' 3" and 9' 2" tall

Sitting just over 18' from North property pole and roughly 8' from West property pole.

From: [LaRae DuFresne](#)
To: [Stacy Bodsberg](#)
Subject: Case 24-29v
Date: Monday, August 5, 2024 8:20:07 PM

Dear City Leaders,

I am writing in opposition to the proposed variance for a shed in the drainage easement between properties on Ballard Trail and Bancroft Way. The drainage easement is designed for green space and drainage. Allowing one property owner to extend into this space will open the option for every adjacent owner to want to do the same. As a recent purchaser of property on Ballard Trail, chosen because of the nice neighborhood, I urge you to not approve this variance.

Sincerely,

LaRae DuFresne

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

LAFAYETTE RIDGE HOMEOWNERS ASSOCIATION

Response to Planning Commission Letter of August 1, 2024

Date: August 19, 2024

Members of the planning commission: Thank You for giving us the opportunity to respond to case number 24-29V.

We are members of the Lafayette Ridge HOA. Our properties lay immediately to the north of the applicant and our property lines are separated by a lawful 30 foot drainage easement.

Our understanding of the variance is that the applicant is requesting to either build or place a shed within this 30 foot drainage easement.

We find the request somewhat confusing inasmuch as a structure has already been placed within the easement and has been there for several months, and the city's code enforcement department was notified (5/2024) of this violation and failed to order it removed as " they didn't THINK the structure would impede the flow of water. " We feel that code enforcement failed to understand multiple factors involved here.

We refer you to the photos accompanying this letter.

Our objection is simple. The easement agreement was filed by the developer over 20 years ago that separated Lafayette Ridge on the north and some beautiful private homes on the south. That drainage goes directly east to a holding pond that provides the outlets as required by the city 20 years ago.

This lawfully recorded easement has been respected by both sides for 20 years, and to violate this easement with a shed, or any structure, could and would lead to additional variances that could and would obstruct the natural flow of water, thus disrupting wildlife, scenery, and risking potential damage to properties on both sides.

We respectfully request that the planning commission deny case number 24-29V and allow the city to retain the lawful drainage easement on this property.

Bob Burow
Association President



Ed Iago
Association Secretary

















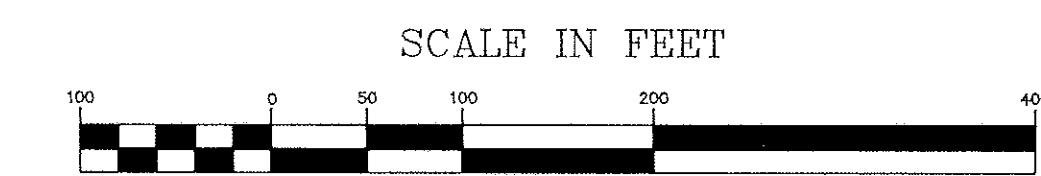


INVERWOOD ESTATES

COPY

North line of Sec. 9, T. 27, R. 22
S. 88° 54' 56" W.
1167.30
N 1/4 corner of Section 9,
Township 27, Range 22

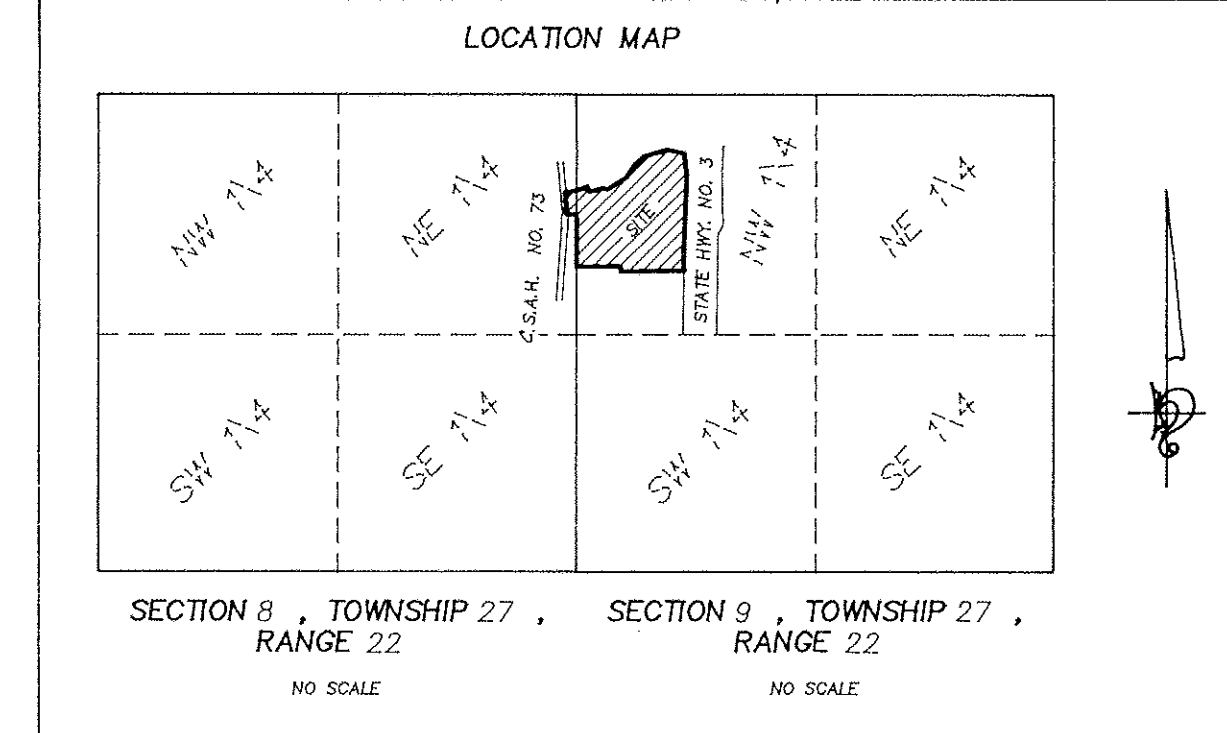
DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:
being 5 feet in width, unless otherwise
indicated and adjoining lot lines, and
10 feet in width and adjoining street
lines unless otherwise indicated on
the plat.



The north line of the South 15 rods of the NE 1/4 of the NE 1/4 of Section 8, Township 27, Range 22 has an assumed bearing of N. 89° 45' 49" W.

- Denotes iron monument found.
- Denotes 1/2 inch by 14 inch iron monument set and marked with registration number 14891
- ⊙ Denotes Dakota County cast iron monument.
- Δ — Denotes right of access dedicated to Dakota County

No monument symbols shown on the plat indicates monuments to be set, and which shall be in place on or before the 15 day of July, 1993.



2422 Enterprise Drive
Mendota Heights, MN 55120
(612) 681-1914 FAX: 681-9488

625 Highway 10 N.E.
Blaine, MN 55434
(612) 783-1880 FAX: 783-1883

PIONEER
engineering

LAND SURVEYORS • CIVIL ENGINEERS
LAND PLANNERS • LANDSCAPE ARCHITECTS

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

RESOLUTION NO. 2024-202

**RESOLUTION DENYING APPLICATION FOR VARIANCE TO ALLOW PLACEMENT
OF A SHED WITHIN THE REAR YARD DRAINAGE AND UTILITY EASEMENT OF
THE PROPERTY LOCATED AT 7260 BANCROFT WAY**

WHEREAS, Applicants Randall and Danielle Markun have applied for a variance from the provisions of Section 11-3-8(c) of the City Code, which section is part of the City's subdivision regulations, which prohibits the location of buildings on publicly dedicated easements or streets in order to allow them to place a shed within the 20-foot plat dedicated drainage and utility easement area on their property located at 7260 Bancroft Way; and

WHEREAS, the City's engineering department opposes the requested variance based on the use of the easement as a flow path for stormwater and the location of a storm sewer located within the easement area; and

WHEREAS, the City council held a public hearing at its Council meeting on September 9, 2024 at which time the applicants and all other persons desiring to be heard were given an opportunity to be heard.

NOW, THEREFORE, BASED ON ALL OF THE INFORMATION FOUND IN THE COUNCIL PACKET AND PRESENTED AT THE COUNCIL MEETING ON SEPTEMBER 9, 2024, THE CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

1. The City Council hereby **DENIES** the application for a variance identified above based on the following grounds:
 - a. No unusual hardship exists due to the topography, placement of buildings, or other factors making it reasonable to vary the standards found in Section 11-3-8(c) of the City Code.
 - b. The drainage and utility easement is used as a flow path for stormwater and there is an existing storm sewer located in the easement area; placing the shed in the easement area could obstruct drainage patterns intended to flow storm water to the easterly pond and could inhibit access to the 30-inch storm sewer when maintenance is required.
2. This Resolution constitutes the final decision of the City Council related to this variance application.

Passed this 9th day of September, 2024.

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Police Department Unmanned Aerial System (UAS)
Policy and Related Budget Amendment**

MEETING DATE: September 9, 2024
ITEM TYPE: Regular Business
CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to provide an opportunity for public comment on the Police Department's proposed acquisition and use of an Unmanned Aerial System (UAS) and then consider adoption of the attached Resolution, adopting a budget amendment to fund purchase of the UAS equipment.

BACKGROUND

Unmanned Aerial Systems (UASs), commonly known as "drones", are one example of the rapidly advancing technology utilized by law enforcement agencies around the country. UAS's have the potential to be used in a wide variety of ways; including locating fleeing subjects or missing people, taking aerial footage of crime scenes, pre-surveillance for search warrants, disaster relief and emergency management, monitoring large gatherings with a heightened risk to participants or bystanders, and many others.

The Inver Grove Heights Police Department currently relies on other law enforcement agencies in Dakota County to send their UAS operator and equipment to Inver Grove Heights police incidents. Once a request is made, it may take up to an hour for another agency to bring a UAS operator and equipment to the scene where it is needed. In emergency incidents such a missing child or fleeing violent person, every minute counts, and the community could be better served if the IGH Police Department had a UAS and trained operators on site and ready to deploy quickly.

At the City Council's August 5, 2024 Work Session, Police Department representatives presented an informational overview of a proposed Unmanned Aerial System (UAS) program that the Department would like to implement. A copy of the staff memo and Council presentation from August 5 is attached.

In accordance with state law, law enforcement agencies wishing to utilize a UAS must provide an opportunity for public comment prior to acquiring or using a UAS and must have a policy governing its use. The IGH Police Department is taking two steps to meet the requirement for providing an opportunity for public comment. First, information about the proposed acquisition and use of a drone has been posted to the City's website, along with a copy of the draft policy and information on how the public can submit feedback and comments electronically. The City and the Police Department have used social media posts, linking back to [this webpage](#), to help spread the word further. Secondly, the PD is asking the Council to accept public comment at the September 9 City Council meeting as a means for the public to provide in person comments.

After accepting public comment regarding the proposed UAS program/policy, the Council is also asked to adopt the attached Resolution, amending the City's 2024 budget to fund the purchase of the UAS equipment.

FISCAL IMPACT

It is proposed that the Police Department purchase the UAS using \$15,000 of the one-time public safety aid received from the State of Minnesota in December of last year. The online training is free and there is already money available in the Police Department's training budget to pay for drone operators to take the certification test.

The one ongoing fiscal impact would be a yearly cost added to the Police Department's Axon Software for unlimited streaming and storage of the footage. That cost is estimated at \$7,800 per year.

RECOMMENDATION

Staff requests that the Council accept public comment on the proposed UAS program and then consider adoption of the attached Resolution, approving a 2024 budget amendment to authorize the use of \$15,000 from the City's one-time Public Safety Aid for the purchase of the UAS equipment.

ATTACHMENTS

1. Informational Presentation on Proposed UAS Program from Aug 5 2024 Council Work Session
2. Proposed IGH Police Dept Policy #608 - UAS
3. Resolution Amending Public Safety Small Equipment Fund Budget (Sept 2024)



Request for Council Action

SUBJECT: **Informational Presentation on Proposed Police Department Drone Use**

MEETING DATE: August 5, 2024

ITEM TYPE: Discussion Items

CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to receive a presentation and then provide feedback and direction regarding the Police Department's proposal to acquire and utilize an Unmanned Aerial System (UAS), commonly referred to as a "drone", for public safety and law enforcement purposes.

BACKGROUND

Law enforcement agencies across the country are increasingly utilizing UAS's as a tool to gather information faster and with less risk to the life and safety of officers.

On several occasions, the IGH PD has requested mutual aid from other metro-area departments that currently have a UAS to assist at crime scenes, looking for missing persons, during investigations and while carrying out high risk search warrants. At this time, the Department is proposing to acquire its own UAS and therefore initiating the required steps under state law.

Minnesota Statute 626.19 governs the use of drones by Minnesota law enforcement agencies. The law requires that an agency develop written policies and procedures and provide an opportunity for public comment before it purchases or uses a drone.

At the August 5 Council work session, Police Department staff will present an overview of the proposed UAS program, draft policy language and possible next steps for Council's information and feedback. The intent would be to take public comment at a future meeting or through other means, such as online comments, emails, etc. The purpose of this initial presentation is primarily to introduce the Council to the topic.

FISCAL IMPACT

The approximate cost of the proposed drone is \$10,000. The Police Department will be seeking Council approval, via a future agenda item, to utilize some of the City's one-time Public Safety Aid from the state to fund this purchase.

RECOMMENDATION

ATTACHMENTS

1. Police Department UAS presentation (Aug 5 2025 CC Work Session)

Inver Grove Heights Police

UAS (Unmanned Aerial System) Program

Melissa Chiodo, Chief of Police

*Ryan Malcolm, Investigator/Drone Program
Coordinator*

September 9, 2024



City of Inver Grove Heights
POLICE DEPARTMENT

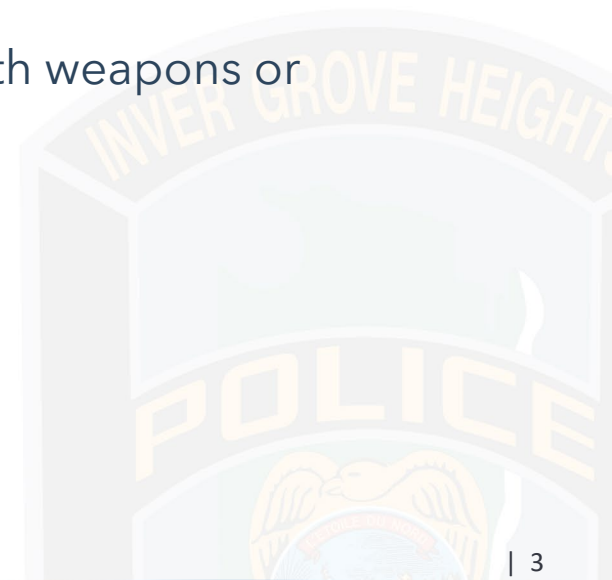
www.ighmn.gov

PUBLIC COMMENT

- 626.19 USE OF UNMANNED AERIAL VEHICLES.
 - Subd. 9.Public comment
 - A law enforcement agency must provide an opportunity for public comment before it purchases or uses a UAV/UAS. At a minimum, the agency must accept public comments submitted electronically or by mail. The governing body with jurisdiction over the budget of a local law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting.

INVER GROVE HEIGHTS UAS PROGRAM

- What UASs will be used for
- Search and rescue
- Disaster relief
- Locating fleeing suspects
- Crime scene documentation
- Officer and public safety concerns
- What UASs will **NOT** be used for
- Spying on citizens
- Conducting searches of private areas of property or residences without emergency circumstances, or a search warrant issued by a judge
- Equipped with weapons or munitions



The UASs



- Outdoor Use Drone
- Flies in rain, wind and extreme temps
- 41-minute flight time
- Zoom camera, wide camera, thermal camera

- Will be used for training and indoor flights
- 30-minute flight time

POLICY

- **PURPOSE AND SCOPE:** The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval, and dissemination of images and data captured by the UAS (Minn. Stat. § 626.19).
- **DEFINITIONS:** Definitions related to this policy include:
 - Unmanned aerial system (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled without the possibility of direct human intervention from within or on the aircraft (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording, or any other means (Minn. Stat. § 626.19).
- **POLICY:** A UAS may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

POLICY

- **PRIVACY:** The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FM altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.
- **PROGRAM COORDINATOR:** The Chief of Police will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and will have the following additional responsibilities:

POLICY

- Coordinating the FM Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current, and/or coordinating compliance with FM Part 107 Remote Pilot Certificate, as appropriate for department operations.
- Ensuring that all authorized operators and required observers have completed all required FM and department-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAS.
- Developing protocols for conducting criminal investigations involving a UAS, including documentation of time spent monitoring a subject.

POLICY

- Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates, and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.
- Preparing and submitting the required annual report to the Commissioner of Public Safety (Minn. Stat. § 626.19).
- Reviewing the program and UAS use for compliance with Minn. Stat. § 626.19.

POLICY

- Facilitating law enforcement access to images and data captured by the UAS.
- Developing protocols for reviewing and approving requests for use of the Department UAS by government entities (Minn. Stat. § 626.19).
- Recommending program enhancements, particularly regarding safety and information security.
- Maintaining familiarity with FAA regulatory standards, state laws and regulations, and local ordinances regarding the operations of a UAS.
- Posting the Department policies and procedures regarding the use of UAV on the department website, as applicable (Minn. Stat. § 626.19).

POLICY

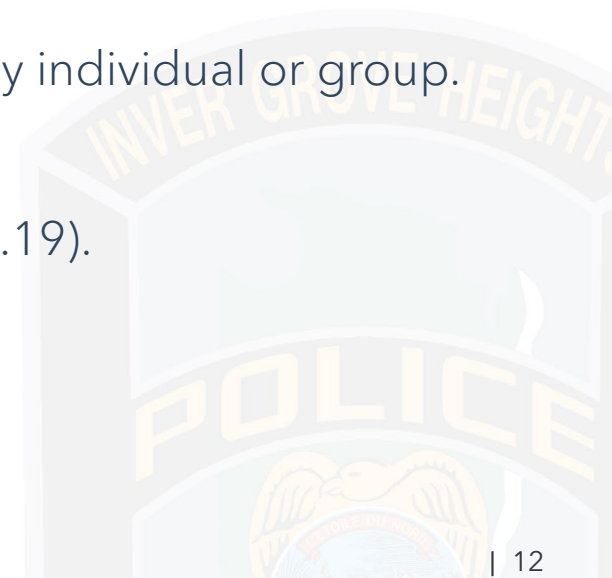
- USE OF UAS:
- Only authorized operators who have completed the required training shall be permitted to operate the UAS.
- Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest, when in compliance with a search warrant or court order, or when there is an applicable exemption to the warrant requirement. In all other instances, legal counsel should be consulted.
- UAS operations should only be conducted consistent with FM regulations.

POLICY

- Members shall not use a UAS without a search warrant, except (Minn. Stat. § 626.19):
 - During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person.
 - Over a public event where there is a heightened risk to the safety of participants or bystanders.
 - To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.
 - To prevent the loss of life or property in natural or man-made disasters and to facilitate operation planning, rescue, and recovery operations.
 - To conduct a threat assessment in anticipation of a specific event.
 - To collect information from a public area if there is reasonable suspicion of criminal activity.
 - To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.
 - Over a public area for officer training or public relations purposes.
 - For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and a proposed period of use.

PROHIBITED USE

- The UAS video surveillance equipment shall not be used:
 - To conduct random surveillance activities.
 - To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
 - To harass, intimidate, or discriminate against any individual or group.
 - To conduct personal business of any type.
- The UAS shall not be weaponized (Minn. Stat. § 626.19).

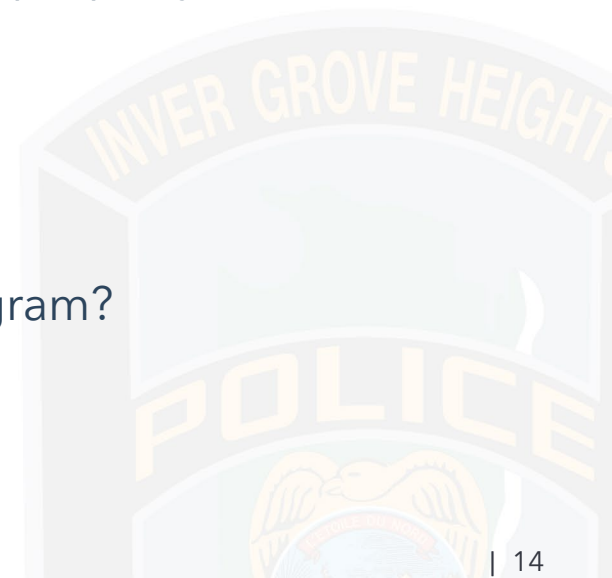


PROHIBITIONS/RETENTION

- ADDITIONAL PROHIBITIONS:
- Unless authorized by a warrant, a UAS shall not be deployed with facial recognition or biometric matching technology (Minn. Stat. § 626.19).
- Unless authorized by a warrant or for purposes of a permitted use outlined in this policy, a UAS shall not be used to collect data on public protests or demonstrations (Minn. Stat. § 626.19).
- RETENTION OF UAS DATA:
- The Office of the Support Services Supervisor, shall ensure that data collected by the UAS is disclosed or deleted as required by Minn. Stat. § 626.19, including the deletion of collected data as soon as possible, and in no event later than seven days after collection, unless the data is part of an active criminal investigation (Minn. Stat. § 626.19).

QUESTIONS FROM COMMUNITY

1. Why do we need a drone?
2. What is the cost to implement (including purchase and training)?
3. Will the drone operator be licensed and qualified by the FAA?
4. Will there be notification to property owners for use on their property?
5. Will a search warrant be used when flying on private property?
6. Will this technology replace officers?
7. What are “other” government entities?
8. What if the drone is mis-used?
9. Why can't you use Dakota County Sheriffs UAS program?



AGENCIES USING DRONES

- DCSO Program has 5 drones, 15 operators for 10 years
- Inver Grove Heights Fire Department
- Eagan Police Department
- MN State Patrol
- MN Bureau of Criminal Apprehension
- 99+ LE Agencies in Minnesota and growing



REQUIRED DOCUMENTATION

- DOCUMENTATION Each use of a UAS should be properly documented by providing the following (Minn. Stat. § 626.19):
 - A unique case number
 - A factual basis for the use of a UAS
 - The applicable exception, unless a warrant was obtained
 - <https://dps.mn.gov/divisions/bca/Pages/uav-agency-data.aspx>
 - <https://dps.mn.gov/divisions/bca/Documents/2023-Use-of-Unmanned-Aerial-Vehicles.pdf>

2023 STATE DRONE USE REPORT

- 4,236 -LE usage without a search warrant
- Code 8 (1,986) - were for training or public relations
 - Most were training events
- Code 1 (1,031) - emergency situations that involved risk of death or bodily harm, searching for missing people and documenting crime scenes
- Code 7 (603) - To collect information for crash reconstruction purposes after serious or deadly collisions occurring on public roads
- Code 6 (398) - Collect information from a public area where there is a reasonable suspicion of criminal activity

REQUESTING USE

- Developing uniform protocols for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging incidents. Deployment of a UAS shall require written authorization of the Chief of Police or the authorized designee, depending on the type of mission.
<https://oaa.osu.edu/assets/files/Service%20Center/Forms/Fiscal/UAS/UAS-Request-Form.pdf>
- Coordinating the completion of the FAA Emergency Operation Request Form in emergency situations, as applicable (e.g., natural disasters, search and rescue, emergency situations to safeguard human life).
https://www.faa.gov/sites/faa.gov/files/uas/getting_started/temporary_flight_restrictions/UAS-SGI_waiver_approval_request_form.docx

NOTIFICATION/PROTOCOLS

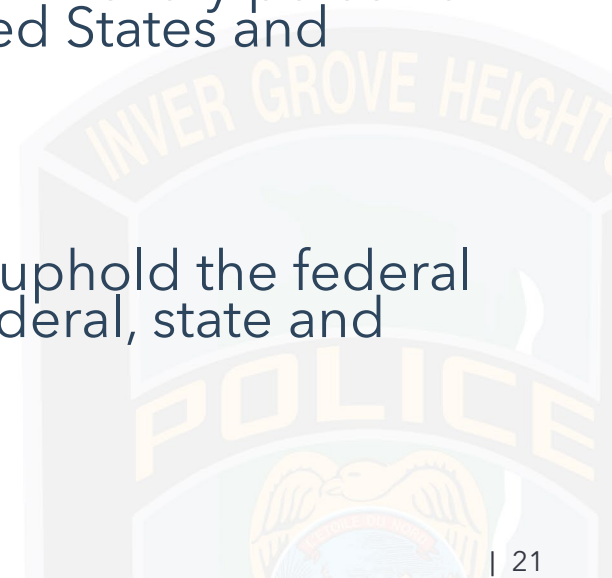
- Developing operational protocols governing the deployment and operation of a UAS including but not limited to safety oversight, use of visual observers, establishment of lost link procedures, and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance, and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits
- Implementing a system for public notification of UAS deployment. Sign up for the Emergency Alert Program.

OFFICER ACCOUNTABILITY

- IGH P/P 320 Code of Conduct
 - Misuse of police powers; search warrants. Administrative subpoenas, credit checks etc.
 - Baseline Discipline = Termination
 - Garrity violations; perjury; falsify official documents or reports
 - Baseline Discipline = Termination

OFFICER ACCOUNTABILITY

- Minnesota Statute 360.75 (Misdemeanor)
 - Operating any aircraft in such a manner as to indicate either a willful or a wanton disregard for the safety of persons or property.
- IGH P/P 100.4 Constitutional Requirements
 - All members shall observe and comply with every person's clearly established rights under the United States and Minnesota Constitutions.
- IGH P/P 102.1 Oath of Office
 - Officers of this department are sworn to uphold the federal and state constitutions and to enforce federal, state and local laws



OFFICER ACCOUNTABILITY

- IGH P/P 311.2 Search and Seizure
 - It is the policy of the Inver Grove Heights Police Department to respect the fundamental privacy rights of individuals.
 - Members of this department will conduct searches in strict observance of the constitutional rights of persons being searched.
 - All seizures by this department will comply with relevant federal and state law governing the seizure of persons and property.
- IGH P/P 311.6 Search Warrants
 - Search warrants are obtained by application to the court.
 - (a) Any officer may make application to the court for a search warrant.
 - (b) Applications shall be prepared and presented to a judge for review and signing pursuant to all applicable laws and procedures.
 - (c) Officers preparing a search warrant shall take all reasonable steps to confirm and corroborate probable cause contained in the search warrant application.

PROGRAM COSTS

- Team of 6 Operators
- Operators/Pilots receive no extra compensation
- Training is free for operators
- Initial License Exam \$175, free re-licensure every 2 years after
- Initial Drone Purchase, Data Storage/License Fees
 - \$15,000, use of one-time public safety dollars
- Yearly cost moving forward for Storage/User Licenses
 - \$3400



COMMUNITY SUGGESTIONS

- 1. Conduct a trial period/evaluation period
- 2. Share use statistics/information with the community
- 3. Use the County UAS program



RECAP of EVENTS

- Council Work Session on August 5th
- Publicized on City Website and Police Social Media
- Q & A September 5th at Inver Glen Library
- State statute 626.19 requires us to accept public comment electronically, or by mail or in person
- To date 28 electronic responses
- We are asking for council to approve a budget amendment of \$15,000 from Fund 102 to the Police Machinery and Equipment Fund

Questions/Comments

- Thank you to all community members that provided feedback on our draft policy!





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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Minnesota
GreenStep Cities



Unmanned Aerial System

608.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval, and dissemination of images and data captured by the UAS (Minn. Stat. § 626.19).

608.1.1 DEFINITIONS

Definitions related to this policy include:

Unmanned Aerial System (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled without the possibility of direct human intervention from within or on the aircraft (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording, or any other means (Minn. Stat. § 626.19).

608.2 POLICY

Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

608.3 PRIVACY

The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

608.4 PROGRAM COORDINATOR

The Chief of Police will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current.
- Ensuring that all authorized operators and required observers have completed all required FAA and department-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAS.
- Developing uniform protocol for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging incidents.

Inver Grove Heights Police Department

Policy Manual

Unmanned Aerial System

Deployment of a UAS shall require written authorization of the Chief of Police or the authorized designee, depending on the type of mission.

- Developing protocol for conducting criminal investigations involving a UAS, including documentation of time spent monitoring a subject.
- Implementing a system for public notification of UAS deployment.
- Developing an operational protocol governing the deployment and operation of a UAS, including but not limited to safety oversight, use of visual observers, establishment of lost link procedures, and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance, and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.
- Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates, and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UAS.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.
- Developing protocols for reviewing and approving requests for use of the department UAS by government entities (Minn. Stat. § 626.19).
- Preparing and submitting the required annual report to the Commissioner of Public Safety (Minn. Stat. § 626.19).
- Posting the department policies and procedures regarding the use of UAV on the department website, as applicable (Minn. Stat. § 626.19).
- Reviewing the program and UAS use for compliance with Minn. Stat. § 626.19.

608.5 USE OF UAS

Only authorized operators who have completed the required training shall be permitted to operate the UAS.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy

Inver Grove Heights Police Department

Policy Manual

Unmanned Aerial System

interest or when in compliance with a search warrant or court order. In all other instances, legal counsel should be consulted.

UAS operations should only be conducted in compliance with FAA regulations.

Members shall not use a UAS without a search warrant, except (Minn. Stat. § 626.19):

- (a) During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person.
- (b) Over a public event where there is a heightened risk to the safety of participants or bystanders.
- (c) To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.
- (d) To prevent the loss of life or property in natural or man-made disasters and to facilitate operation planning, rescue, and recovery operations.
- (e) To conduct a threat assessment in anticipation of a specific event.
- (f) To collect information from a public area if there is reasonable suspicion of criminal activity.
- (g) To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.
- (h) Over a public area for officer training or public relations purposes.
- (i) For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and a proposed period of use.

608.5.1 DOCUMENTATION REQUIRED

Each use of a UAS should be properly documented by providing the following (Minn. Stat. § 626.19):

- (a) A unique case number
- (b) A factual basis for the use of a UAS
- (c) The applicable exception, unless a warrant was obtained

608.6 PROHIBITED USE

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.

Inver Grove Heights Police Department

Policy Manual

Unmanned Aerial System

The UAS shall not be weaponized (Minn. Stat. § 626.19).

608.6.1 ADDITIONAL PROHIBITIONS

Unless authorized by a warrant, a UAS shall not be deployed with facial recognition or biometric-matching technology (Minn. Stat. § 626.19).

Unless authorized by a warrant or for purposes of a permitted use outlined in this policy, a UAS shall not be used to collect data on public protests or demonstrations (Minn. Stat. § 626.19).

608.7 RETENTION OF UAS DATA

The Records supervisor shall ensure that data collected by the UAS is disclosed or deleted as required by Minn. Stat. § 626.19, including the deletion of collected data as soon as possible, and in no event later than seven days after collection, unless the data is part of an active criminal investigation (Minn. Stat. § 626.19).

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

RESOLUTION NO.2024-203

**RESOLUTION APPROVING 2024 BUDGET AMENDMENT OF \$15,000
FOR THE PUBLIC SAFETY SMALL EQUIPMENT FUND**

WHEREAS, in December of 2023, the City of Inver Grove Heights received one-time Public Safety Aid from the State of Minnesota in the amount of \$1,564,124 and deposited those funds into the Public Safety Small Equipment Fund (Fund 102); and

WHEREAS, to date, the City has spent and/or formally committed \$344,107 of those funds for various equipment needs of the Fire Department; and

WHEREAS, an additional allowable use of those funds is the purchase of technology and equipment for use by law enforcement agencies; and

WHEREAS, the Police Department desires to improve and enhance both officer safety and service to the public by purchasing an Unmanned Aerial System(UAS); and

WHEREAS, in order to provide the spending authority to purchase the UAS using a portion of the City's one-time Public Safety Aid, the 2024 Public Safety Small Equipment Fund budget will need to be amended to accommodate this purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the 2024 Public Safety Small Equipment Fund budget (account 102.2000.000.5615) be increased by \$15,000 to purchase a UAS for the Police Dpeartment, utilizing one-time Public Safety Funds held within the fund.

Adopted this 9th day of September 2024 by the City Council of Inver Grove Heights, MN.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Item 7A - UAS Policy - Emails/correspondence received

1 - 08/28/2024

Mary Stamper boxersule68@gmail.com

I am happy to see the PD looking into different ways to help keep themselves safe as well as other first responders and citizens. I am in full support of this endeavor.

2 -08/28/2024

Bob Kurz rskurz9999@gmail.com

Would rather have officers patrol than drones.
Seems like a way to cut corners from actual policing.

3 - 08/28/2024

John Sturner johnsturner6070@gmail.com

Excellent draft policy. Covers every aspect of use and prohibitions. Drones have proven very effective in protecting human life from many types of threats both natural and human. They are an officer safety necessity in today's often dangerous environment.
JOHN STURNER,DEPUTY CHIEF OF POLICE(retired),SAINT PAUL PD

4 - 08/28/2024

Kenneth Tupper k_tupper@msn.com

First why do we need a drone?
Second, if the answer to that is to surveil property and citizens, then maybe eliminate the causes for the need.
Less Gubbiment Interference is better Government.
Just Say'in

5 - 08/28/2024

Julie Heaver heaver5672@comcast.net

We do not want drones operated by the police flying in Inver Grove Heights. The potential problems and loss of privacy outweigh any benefits they may have in our suburban city.
Terry and Julie Heaver

6 - 08/28/2024

Brian Krieg briankrieg5@gmail.com

If a drone would be used properly for helping the community in a reasonable and responsible manner, I am for it.

7 - 08/28/2024

Donna Portner dportner77@gmail.com

I think the use of drones is a good idea but should have a trial period and an evaluation after that. Thanks for asking residents' opinions.

8 - 08/28/2024

k.mrozinski@comcast.net

IGH Police Department should be able to get use the drone for all necessary Police work.

9 - 08/28/2024

Boris Shtern borsht7@gmail.com

I think It will help IGHPD reduce crime and very helpful for emergency cases in IGH.

10 - 08/28/2024

Jon Hoogenakker jehoog@gmail.com

Great way to help supplement the effectiveness of the Police Department.

I probably walk past or drive by hundreds of unmanned video cameras and doorbells running 24 hours a day. The private citizens of IGH have no limits or controls placed on their private use.

I assume the Police will have established guidelines for their use.

Jon Hoogenakker

11 - 08/28/2024

Jerome Jugovich jerry.jugovich@gmail.com

Hello

I have questions regarding this request,

What is the cost to implement this program including purchase and training.

What is prompting this request? Has an incident occurred that showed the need for a drone?

I have concerns on the privacy and chances of misuse of a drone.

The conditions that allow for it use very vague and pretty much allows for the drones use wherever the Police Department deems fit.

12 - 08/28/2024

John McCutcheon mccutcheon3560@gmail.com

I think it is a great idea, it will help in certain situations and help save lives.

John McCutcheon

3560 72nd St. E

Inver Grove Heights, MN

13 - 08/28/2024

Carmen Tipler ctipler3867@comcast.net

I have no problem with our PD using Drones to assist them as needed. I feel our Police Chief along with her leadership team and patrol officers could use all the support we can give to them!

Carmen Tiple8636 Bechtel Ave.

IGH,Mn.55076

14 - 08/28/2024

Barbara Dietzmann bajd55@comcast.net

I have read the proposed policy and it seems to me that it is well written.

I think it would be important for IGH to have drones for use in assisting the police in protecting our community. If the use of drones is approved, I think it would be important for the police department to let the citizens of IGH know when these drones were used and why. It might be useful to have a trial period.

15 - 08/29/2024

Steve Sarantos stevesar@reliableinsurance.com

I think it is a great idea, I thought our dept was already using this for law enforcement. If you have nothing to hide, it shouldn't be an issue. I can think of many instances where this would be extremely effective and better protect our officers.

Steve Sarantos

8005 Delano Way, Inver Grove Heights, MN 55076

16 - 08/29/2024

Susan Peterson sueptucson@yahoo.com

I am all for this device that could aid the police, keep officers and the public safer. This could "go" where it is too difficult for officers to see. Thank you

17- 08/29/2024

Ted Trenzeluk ttrenzel@hotmail.com

Appreciate the opportunity to provide feedback for this initiative.

My feedback is pretty basic, "why do you need a drone?".

Before adopting a policy, I would like to see the PD's case for needing a drone. What would it be used for? What investigative gap would it fill? How would it enhance current processes and procedures? Would the "operator" be a new position, another officer who already has a "day job" or how would it be staffed? etc... I need to be convinced we're not just "trying to keep up with the Jones's" and there is a definable and obvious need for one, as well as an appropriate cost benefit analysis done.

Thanks

Ted Trenzeluk

7305 Bancroft Way

18 - 08/29/2024

Kelle Ravn kelle.ravn@gmail.com

I like the idea of the drone use. Esp at larger city events (ie igh days events and parade). Any time I'm at a big event like that, it always crosses my mind of the terrible shootings/bombs

that have happened in our country. I feel the drone use could help to monitor such things and prevent terrible things from happening- keeping our community safe.

Thank you IGH police for all that you do (even continuing to protect our city and people with all the terrible things people write on social media, there still are a large amount of supporters that don't resort to stupid banter on Facebook- those comments must hurt but I hope mine helps to put a comment in the motivation column)

19 - 08/30/2024

Robert Lachapelle robertlachapelle@gmail.com

Will the drone operator be licensed and qualified by the faa to fly? Will there be notification of property owners for use of drone on private property? Will a search warrant be used when flying on private property?

20 - 08/30/2024

Gale Belk galebelk@msn.com

About time. Thanks for getting our community into the 21st century.
Gale Belk

21 - 08/30/2024

Diane Hidding hidiho@comcast.net

i support the pd to use drones

22 - 09/05/2024

Gabriel Rojas-Cardona Gabriel.rosascardona@gmail.com

This is not really a policy, it's a set of guidelines that leaves a lot of things unanswered. If this "policy" is approved, the Program Coordinator will be the person creating the real policies after the program is in place. Instead, the public should see what these policies are BEFORE we, citizens, approve use of such technology. We have seen too many abuses of technology because well intentioned programs are not well defined and thought out in advance. This technology has the potential for abuse. What I also don't see is what recourse a citizen has if the city and/or government officials abuse the technology or don't adhere to the policy.

What is driving the need for the use of this technology? We need more police officers that interact with the citizens and not more technology that reduces the level of human interaction, which a lot would argue is what is causing crime to increase. I would prefer that our funding goes toward the enhancement of our policy force rather than technology that puts the power of technology and potential abuse in the hands of very few unelected officials.

Sincerely,
Concerned Citizen

23 - 09/06/2024

Hugh Hudson hughhudson@comcast.net

As an Inver Grove Resident, I would like to add my support for the use of drones as a tool to aid the police. They are a great tool and have the potential of being life saving.

A big thanks to the local police and first responders.

Hugh Hudson

2474 96th St E
IGH, MN 55077

24 - 09/08/2024

Leah Abdella leaha@q.com

I strongly oppose the use of unmanned drones by the IGH police department due to the increased risk of invasion of privacy. "...shall not intentionally record or transmit images where a person would have a reasonable expectation of privacy..." What about unintentional recording and transmitting of images? There is a strong possibility of that happening. Again, I oppose the use of unmanned drones by the IGH police department.

Thank you,
Leah Abdella

25 - 09/09/2024

Rachel Tallarini Rachel.tallarini@gmail.com

Hello,

I live in Inver Grove Heights, and below is my feedback on your proposed policy. Hopefully I will be able to attend the city council meeting tonight, for I believe important considerations are missing from your proposal.

First, where is my guarantee of 4th amendment rights? The policy uses vague terms -- section 608.6 touches on "prohibited use" but without any consequences if there is prohibited use. What happens if this system is used illegally? Where are my rights as a citizen for accountability? Will the person who used it illegally lose his or her job? What about that individual's supervisor? Will the victim be compensated? In other words, your policy says the equipment will be used appropriately, but where is my guarantee? Without any consequences for illegal use, there is NO ACCOUNTABILITY. In the private sector, you would be fired in such circumstances. Put some teeth into your policy, with real mandated consequences for violators. Otherwise, this is not serious and is yet another "one way street" where citizens are simply supposed to believe this policy will be followed.

Second, place a sunset provision into the policy. Let's try this for 5 years. Then, put together a publicly available report. The report would include statistics, such as:

- (1) how many times the UAS was used
- (2) the purposes for which the UAS was used -- simply a description would work here
- (3) the total cost of using the UAS system over this time, which will include categories such as the cost of acquiring equipment, the cost of training, the cost of maintenance, the imputed

cost of personnel who operate the UAS, and any other costs (including grants provided by the state or federal government, for example)

(4) cost per use of the UAS

(5) summary of when the UAS has been most useful and when it has not worked (description)

(6) times when the UAS failed or did not work, and why

(7) any violations of the UAS policy, and the accountable consequences of those violations

(8) recommendation by the PD: continue with the UAS or abandon because it does not do what it was hoped it would

The point of the sunset provision is that it will FORCE honest and transparent reassessment of this program. If it works well or if it does not, the city of Inver Grove Heights will be well served in this analysis. In other words, this is more accountability. There is nothing to lose by a sunset provision, unless you seek to hide such a debate of discussion from the general public.

My final question is whether the county has a UAS program. If they do, then why does Inver Grove Heights need its own?

Please revise this policy to include accountability and a sunset provision. Neither would impair this proposal, but rather will signal to residents that you are serious about protecting our constitutional rights and making prudent choices over how tax money is spent.

Thank you,
Rachel Tallarini
2460 96th St E
Inver Grove Heights 55077

26 - 09/09/2024

Julie Barner msjeadrian@yahoo.com

Dear Members of the Council,

I am writing regarding the IGH Police Department's request for approval of a drone policy, expected to go before you at tonight city council meeting. While I very much appreciate the work of the IGH police department and their general purpose of keeping IGH safe, I am concerned over the broad far-reaching legal usage of drones in other cities in Minnesota. In addition, I am concerned about the broad categories enumerated in the policy which would infringe on our right to privacy, such as for the purposes of public relations and if another government agency requests for them to do so in writing. In other cities with high drone usage, for the number of deployments very few arrests were made.

There is more to research, but I have included two exceptional research papers regarding the drone usage in other Minnesota cities. In Plymouth, the police department used drones without a search warrant 213 times in one year. Under new MN law, police departments use this technology without a warrant to fly into homes or bedrooms, if there is a suspicion of a crime being committed. Police also use drones legally to conduct a threat assessment over events such as peaceful protests, if they deem there is a heightened risk to the safety of the participants or bystanders. In 2021, Eagan police even used a drone to search for a suspect who had reportedly stolen a can of bean dip, which cost \$2.99, from a gas station.

I believe Inver Grove Heights has strong community ties and does not need to resort to excessive drone usage or broad drone policies to surveil our residents, including the families, men, women, and children, living in Inver Grove Heights. Ultimately, we have great ties to each other and are more united in our values to need this technology to be used in such a broad way by the police department. A policy is a contract between people and an organization, department, or agency and the language in this contract and the far-reaching legal uses of a drone offered under MN current law is far too broad to be helpful overall to the residents of Inver Grove Heights and not infringe upon our right to privacy. I request a delay on voting on the policy until the issues around this policy can be researched further.

Very Respectfully,
Julie Barner

<https://publicrecordmedia.org/with-new-law,-police-in-minnesota-increasingly-flying-drones-without-a-search-warrant>

<https://publicrecordmedia.org/records-police-now-legally-fly-drones-lots-of-places,-including-into-bedrooms>

27 - 09/09/2024

Patti Mikulski patti.mikulski@delta.com

My name is Patti Mikulski, 3397 67th St E, Inver Grove Hts MN 55076.

I am unable to attend the meeting tonight, so I am offering my public comment here:

I am concerned about 608.3, specifically, the words "intentionally" and "inadvertently" in the paragraph below.

608.3 PRIVACY The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

What would prevent an officer or agent from using something they unintentionally or inadvertently saw during a warranted operation from using that footage to gain a warrant for further investigation? The "Trust Us" philosophy does not work anymore.

608.5 USE OF UAS Only authorized operators who have completed the required training shall be permitted to operate the UAS. Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest or when in compliance with a search warrant or court order. In all other instances, legal counsel should be consulted. UAS

operations should only be conducted in compliance with FAA regulations. Members shall not use a UAS without a search warrant, except (Minn. Stat. § 626.19):

(e) To conduct a threat assessment in anticipation of a specific event.

Who determines what and who is a threat? This is an unending trail and can easily be biased, based on one's political views. This part should be removed entirely. Get a warrant.

Thank you for your time. I look forward to reviewing the policies once written and available for public review prior to approval.

Patti

Patti Mikulski

28 - 09/09/2024

Tracie Killion pkillion1975@icloud.com

Good afternoon City Council,

About the drone policy. My concern is, the city did not provide the citizens enough time or information prior to this topic ending up on the city council's agenda tonight. I ask that the public be made more aware of this topic before pursuing the policy any further.

My thoughts about when a drone should be used is during an active crime situation, finding a lost person, or to get information about a crime scene. Civil liberties should not be infringed because of an assumptions.

I ask that this be delayed until further notice has been provided to the public.

Thank you for your time.

Tracie Killion

Rebecca Kiernan

From: Kevin Sethre <sethrek@gmail.com>
Sent: Monday, September 9, 2024 4:20 PM
To: Brenda Dietrich; Sue Gliva; John Murphy; Tony Scales; Mary T'Kach (She/Her/Hers)
Cc: Rebecca Kiernan
Subject: Unmanned Aerial System Policy 608 Regular Agenda Item Sept. 9 City Council Meeting

Hello City Council,

Regarding subject request for council action.

There are several generic references to a vague premise. Here are 2 examples.

.....agency determines that **credible intelligence indicates** a risk.

....if there is **reasonable suspicion of criminal activity**

I suspect that these are used or are part of law enforcement jargon or processes. I, as a private citizen, hold a concern with such vagueness in a public policy proposal. Who makes those decisions? And what is the basis for any such decision?

Also, I live in the South Grove neighborhood that has the departure and approach traffic to Fleming Field in South St. Paul. Are there provisions to ensure a UAV is not operated during normal hours of operation at said airport?

Regards,
Kevin Sethre
3650 73rd Street E.
Inver Grove Hts 55076

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



Request for Council Action

SUBJECT: **Adoption of Preliminary 2025 Budgets & Tax Levies for Taxes Payable 2025**

MEETING DATE: September 9, 2024
ITEM TYPE: Regular Business
CONTACT: Kris Wilson, City Administrator, 651.450.2511
 Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the four attached Resolutions, related to the City's 2025 preliminary tax levies and budgets.

BACKGROUND

The four attached Resolutions are presented for Council consideration to ensure the City meets the September 30 statutory deadline for providing preliminary levy and budget data to Dakota County for calendar year 2025. The four Resolutions accomplish the following:

1. Sets the City's total preliminary 2025 levy at \$34,214,757, which is a 4.5% increase over the City's 2024 levy. This total levy is made up of the individual levies for the City's General Fund, Pavement Management Fund, Tax Abatement, and Debt Service.
2. Grants preliminary approval of the 2025 General Fund budget as presented by staff and discussed by the City Council at its July 15 work session, August 26 council meeting, and September 3 work session.
3. Adopts preliminary, area-specific levies for the stormwater special taxing districts within the City.
4. Sets the date, time and place for the statutorily required public meeting on the City's proposed budget and levy as 6:00 pm on Monday, December 2 in the Council Chambers.

A draft of the presentation for Monday's meeting is attached and provides an overview of the proposed budget and levy components, including changes compared to the City's 2024 budget and levy.

FISCAL IMPACT

Each and every component of the City's budget and tax levies has a fiscal impact, for the City and its taxpayers. This action sets preliminary levies and budgets, which can be changed between now and final adoption in December, so long as none of the tax levies are increased.

RECOMMENDATION

Staff recommends adoption of the four attached Resolutions.

ATTACHMENTS

1. DRAFT PRESENTATION - 2025 Preliminary Levies & General Fund Budget (Sept 9 2024)
2. Resolution-Preliminary Citywide Tax Levy
3. Resolution-Preliminary Tax Levy Special Taxing Districts
4. Resolution-Preliminary General Fund 2025 Budget
5. Resolution-Setting Time, Date & Location for TNT/Budget Meeting

2025 Preliminary General Fund Budget & Tax Levy

*Kris Wilson, City Administrator
Amy Hove, Finance Director
September 9, 2024*



Council Budget Discussions To-Date

July 15 Work Session

- First Draft of General Fund Budgets & Tax Levy Discussion

August 5 Work Session

- Debt Service Levies & Budgets
- Economic Development Authority Budget
- Host Community Fund Budget
- Pavement Management Fund Budgets
- Internal Service Fund Budgets

August 26 Work Session

- City Administrator Recommendations
- General Fund Budget & Tax Levy Review

Council Actions Needed Tonight (4 Resolutions)

- ✓ Adopt Citywide Preliminary Tax Levy
 - Council is required to pass a preliminary levy by September 30 each year; when the final levy is adopted in December, it may be lower but cannot be higher than the preliminary levy. Proposed tax notices mailed to residents in November will be based on the approved preliminary levy.
- ✓ Adopt Special Taxing District Preliminary Levies
- ✓ Adopt Preliminary General Fund Budget
- ✓ Set the date, time, and place for statutorily required public meeting on the City's proposed budget and levy

2025 Budget Recap

Base Assumptions - *with adjustments*

- 3% Wage Increase, plus steps increases for all full-time staff as negotiated with various employee unions
- 6.2% average increase in the City's costs for employee health insurance (across the City's 3 plans)
 - Originally budgeted at 10%
- 5% increase in the Pavement Management levy funding
- 5% increase to Parks Capital Replacement levy funding
- 5% increase to EDA levy funding

2025 Budget Recap

Adjustments from first draft

- Implement a smaller increase to the Fire Department's Central Equipment allocation than originally shown.

2024	2025 – 1 st Draft	2025 - Modified
\$856,200	\$1,482,800	\$1,382,800

- Based on updated inflationary recommendations from equipment vendors
- Allows for better phase-in of increases for future capital costs
- Assume a 50% decrease (\$50,000) to Town Square cable franchise revenue to allow for future consideration of an adjusted 2025 revenue share plan.
 - Originally budgeted for \$100,000 in revenue

2025 Budget Recap

Use of Fund Balance

- General Fund – 2025 is the first year to start spending down previous year's savings from Fire SAFER Savings Plan (\$525,000)
- From one-time Public Safety Aid
 - \$11,250 for Police Department badge updates and new honor guard uniforms
 - \$331,600 to cover phase-in of 3 new police officers
- Debt Funds – continue to utilize Closed Bond Funds in lieu of levy for 2020A Refunding Bonds (\$177,250)
- City Facilities
 - Use fund balance for ongoing capital needs (\$188,500)
 - Plus: use \$45,000 for Police Department building updates (2025 = Year 2)
- Technology Fund – utilize \$75,000 for Fire Station #2 AV updates

General Fund Recap

Expenditure Budgets by Function

	2024 Approved Budget	2025 Proposed Budget	\$ Difference	% Change
General Government	\$ 3,359,700	\$ 3,456,511	\$ 96,811	2.88%
Police	11,846,756	12,679,169	832,413	7.03%
Fire	6,464,364	6,777,629	313,265	4.85%
Public Works	4,956,955	5,035,595	78,640	1.59%
Parks & Recreation	3,566,235	3,647,160	80,925	2.27%
Community Dev.	2,259,475	2,302,500	43,025	1.90%
Transfers Out	484,515	771,240	286,725	59.18%
<i>SUBTOTAL</i>	\$32,938,000	\$34,669,804	\$1,731,804	
Tax Abatement	182,880	183,300	420	
<i>TOTAL</i>	\$33,120,880	\$34,853,104	\$1,732,224	

New Staff Positions Included in Preliminary Levy and Budget (4 FTE's)

- Police Department – 3 additional police officers
 - 5-year phased approach like SAFER savings plan, using Police's share of one-time public safety dollars
 - 2025 levy impact of \$82,900
- Fire Department – 1 additional FT firefighter
 - 2025 levy impact of \$132,300
 - Additional firefighters could be considered if the City is awarded a new SAFER grant
 - Otherwise, future years would consider adding 1 FT firefighter/year in years 2026 & 2027
- Additional \$30,000 spread across all departments for additional hours, position reclasses, intern

Staffing Discussion

History of Staff Increases

Fire Department

4 new staff in 2019 (3 FT Captains + 1 Inspector)

0 new staff in 2020

0 new staff in 2021

9 new staff in 2022 (3 FT Lts. + 6 FT FF – grant funded)

0 new staff in 2023

1 new staff in 2024 (Assistant Chief – Operations)

14 new FT staff positions over 6 years

Police Department

minus 2 staff in 2019 (1 officer, 1 support staff)

1 new staff in 2020 (1 officer)

1 new staff in 2021 (1 officer)

4 new staff in 2022 (2 officers, 1 Sgt., 1 support staff)

2 new staff in 2023 (2 officers)

0 new staff in 2024

Net gain of 6 new staff over 6 years

City Administrator Recommendations

Proposed Use of One-Time Public Safety Aid

	2025	2026	2027	2028	2029	TOTAL
Cost of 3 Officers	\$414,500	\$435,225	\$456,986	\$479,836	\$503,827	\$2,290,374
Levy	\$82,900	\$174,090	\$274,192	\$383,868	\$503,827	\$1,418,878
State Aid	\$331,600	\$261,135	\$182,795	\$95,967	\$0	\$871,497
	20% / 80%	40% / 60%	60% / 40%	80% / 20%	100% / 0%	

Also recommending one-time uses of less than \$100,000 in 2025 PD budget.

Already spent \$243,750 to close gap on purchase of new fire engine, \$64,613 on new radios for the Fire Dept., and \$35,744 on new motors for the Fire Dept. boat.

Remaining unallocated One-Time Public Safety Aid, if above use is approved, would be approximately \$250,000.

What's Funded in the General Fund?

What's Included	What's <i>Not</i> Included
Administration & Mayor/Council	Community Center Funds
Human Resources	Pavement Management Funds*
City Clerk & Elections	Debt Service Funds*
Communications	Host Community Fund
Finance	
Community Development	Golf Course
Planning	Utilities (Water, Sewer, Storm)
Inspections	Convention & Visitor's Bureau
Police	
Fire	
Engineering	<i>* = these are not part of the General Fund, but they are levy-supported Funds</i>
Streets & Street Lighting	
Parks & Recreation	
Transfers - to EDA & Parks Capital	
The Crossings Tax Abatement	

General Fund Recap

Expenditure Budgets by Function

	2024 Approved Budget	2025 Proposed Budget	\$ Difference	% Change
General Government	\$ 3,359,700	\$ 3,456,511	\$ 96,811	2.88%
Police	11,846,756	12,679,169	832,413	7.03%
Fire	6,464,364	6,777,629	313,265	4.85%
Public Works	4,956,955	5,035,595	78,640	1.59%
Parks & Recreation	3,566,235	3,647,160	80,925	2.27%
Community Dev.	2,259,475	2,302,500	43,025	1.90%
Transfers Out	484,515	771,240	286,725	59.18%
<i>SUBTOTAL</i>	\$32,938,000	\$34,669,804	\$1,731,804	
Tax Abatement	182,880	183,300	420	
<i>TOTAL</i>	\$33,120,880	\$34,853,104	\$1,732,224	

2025 Budget

Transfers Out - *procedural change to reporting for Parks Capital Replacement*

	2024 Approved Budget	2025 Proposed Budget	\$ Difference
EDA	\$ 169,515	\$ 177,990	\$ 8,475
Parks Capital Replacement	315,000	593,250	278,250
Total TRANSFERS OUT	\$ 484,515	\$ 771,240	\$ 286,725

For several years, the City has made two transfers from property tax revenues to support the ongoing maintenance and replacement of park assets:

- 1.) Transfer from General Fund levy to Parks Capital Replacement
- 2.) Transfer from Pavement Management levy for paved surfaces within parks (i.e. parking lots and trails at City parks)

For 2025, staff is recommending combining these into one transfer for improved simplicity and transparency.

Citywide Tax Levy Calculation

	2024 Approved Budget	2025 Proposed Budget	\$ Difference	% Change
General Fund Subtotal	\$32,938,000	\$ 34,669,804	\$ 1,731,804	2.88%
Minus Other Revenues	-5,966,897	-6,120,729	-153,832	2.58%
<i>AMOUNT LEVIED for General Fund Activities</i>	\$26,971,103	\$ 28,549,075	\$ 1,577,972	5.85%
General Fund-Tax Abatement	182,880	183,300	420	0.23%
Debt Levy	2,542,411	2,547,632	5,221	0.21%
Pavement Mgmt Levy	3,045,000	2,934,750	(110,250)	-3.62%
<i>Total Levy</i>	\$32,741,394	\$ 34,214,757	\$1,473,363	4.50%



Tax Abatement Tax 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 1st year of this abatement (\$33,000 estimate) – due to fact that only a portion of the new project's market value was "online"
- 2024 estimated at \$182,880 – 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

Debt Tax Levies

Bond Issuance	2022 Budget	2023 Budget	2024 Budget	2025 Budget
<i>Street-Related Debt</i>				
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
<i>Fire Station Debt</i>				
2018A G.O. Bonds	737,977	739,289	739,552	733,514
2019A G.O. Bonds	186,585	187,635	188,475	189,105
Total	\$2,519,316	\$2,545,484	\$2,542,411	\$2,547,632

Pavement Management Tax Levy

	2024 Adopted	2025 Proposed	% Change
Tax Levy	\$ 3,045,750	\$ 2,934,750	
<i>Transfer out for Parks Pavement</i>	-250,000	0	
Levy without Parks Capital Transfer	\$2,795,750	\$2,934,750	+5%

Citywide Tax Levy Calculation

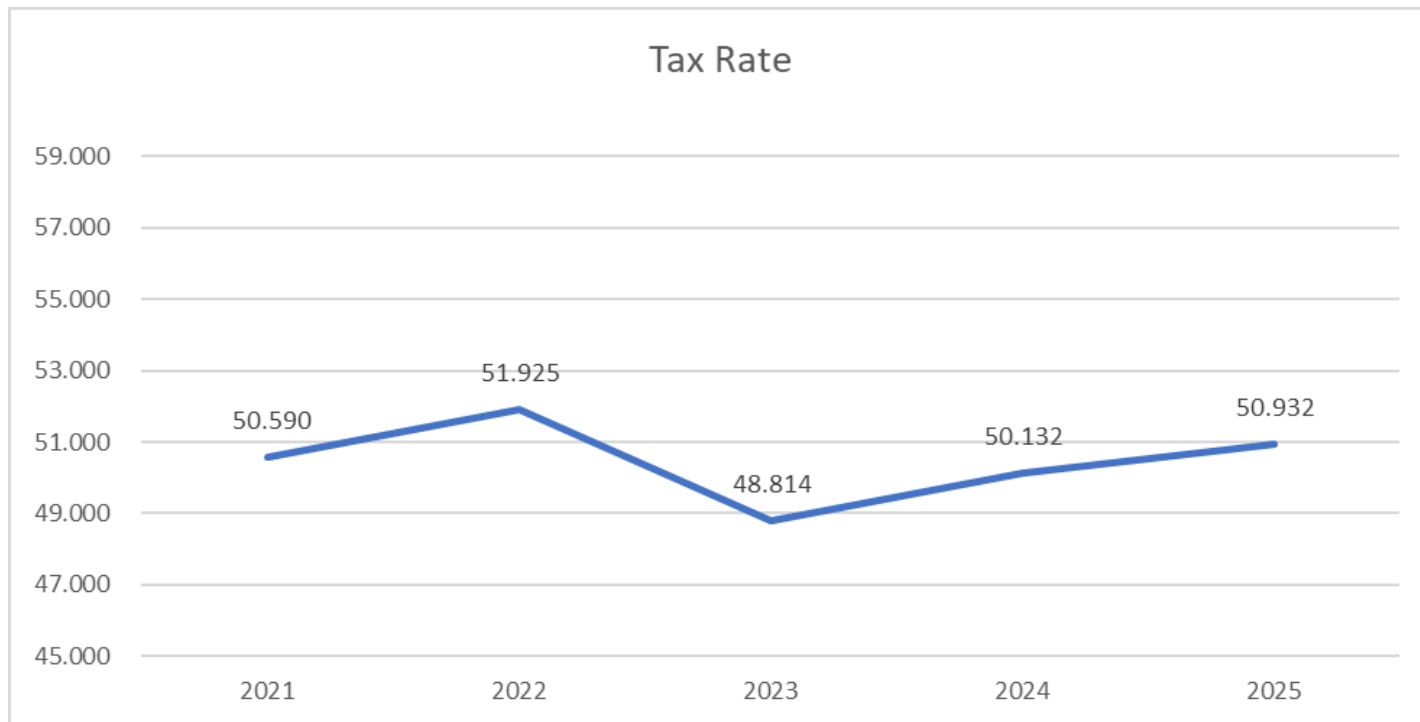
	2024 Approved Budget	2025 Proposed Budget	\$ Difference	% Change
General Fund Subtotal	\$32,938,000	\$ 34,669,804	\$ 1,731,804	2.88%
Minus Other Revenues	-5,966,897	-6,120,729	-153,832	2.58%
<i>AMOUNT LEVIED for General Fund Activities</i>	\$26,971,103	\$ 28,549,075	\$ 1,577,972	5.85%
General Fund-Tax Abatement	182,880	183,300	420	0.23%
Debt Levy	2,542,411	2,547,632	5,221	0.21%
Pavement Mgmt Levy	3,045,000	2,934,750	(110,250)	-3.62%
<i>Total Levy</i>	\$32,741,394	\$ 34,214,757	\$1,473,363	4.50%

Impact of 4.50% Citywide Tax Levy Increase on Median Valued Residential Property (\$349,500)

Proposed Citywide 2025 Tax Levy	\$ 34,214,757
Levy Increase (%)	4.50%
Tax Rate	50.932%
Change in Tax Rate	1.60%
2025 Median Valued Property *	\$ 349,500
Annual Change in City Taxes (for \$349,500 median property)	\$68.77

* In 2024, the median valued property was valued at \$341,950

Impact of 4.50% Citywide Tax Levy Increase on City's Proposed Tax Rate



* 2025 is subject to change – depending on final values and fiscal disparities

Preliminary Levies Comparison - Dakota County Cities

City	Preliminary Rate (estimated)
Apple Valley	13.76%
Burnsville	7.06%
Eagan	8.20%
Farmington	7.45%
Hastings	7.50%
Inver Grove Heights	4.50%
Lakeville	12.05%
Rosemount	10.90%
South St. Paul	9.06%
West St. Paul	7.22%
Average	8.77%

← 3% related to the Parks/Facilities bond

← 2024-2027 is gradual increase for debt service on new building (without would have been 6.90%)

Approval Needed Tonight: **Special Taxing District Preliminary Levies**

Council is required to pass a preliminary levy by September 30 each year; when the final levy is adopted in December, it may be lower but cannot be higher than the preliminary levy.

- Storm Water Special Taxing District Levy
 - Established under MN Statute 444
 - Used to fund trunk storm sewer improvements installed in conjunction with the 70th Street East Reconstruction Project from Cahill Avenue to Concord Blvd (City Project 2001-02)
 - Babcock Trail
 - South Grove
 - 70th Street
 - Contains approximately 3,000 parcels
 - 10-Year Term (2018-2027)
 - Annual levy of \$79,394

Approval Needed Tonight:
**Set the date, time, and place for statutorily
required public meeting on the City's proposed
budget and levy**

Monday, December 2, 2024 at 6pm

Council Chambers - 8150 Barbara Avenue
Inver Grove Heights

Council Actions Needed Tonight (4 Resolutions)

- ✓ Adopt Citywide Preliminary Tax Levy
 - Council is required to pass a preliminary levy by September 30 each year; when the final levy is adopted in December, it may be lower but cannot be higher than the preliminary levy. Proposed tax notices mailed to residents in November will be based on the approved preliminary levy.
- ✓ Adopt Special Taxing District Preliminary Levies
- ✓ Adopt Preliminary General Fund Budget
- ✓ Set the date, time, and place for statutorily required public meeting on the City's proposed budget and levy

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

RESOLUTION NO. 2024-204

**RESOLUTION ADOPTING PROPOSED CITYWIDE
TAX LEVIES FOR PAYABLE 2025**

WHEREAS, on or before September 30 of each year the City must adopt any proposed citywide property tax levies and certify such levies to the County Auditor.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:
that, the City has adopted the following proposed citywide levies for Payable 2025 as follows:

General Operating Fund	\$ 28,549,075
General Operating Fund-Tax Abatement	183,300
Pavement Management	2,934,750
<u>Bond Retirement</u>	
2015A G.O. Improvement Bonds	\$634,055
2016A G.O. Improvement Bonds	723,227
2017B G.O. Improvement Bonds	267,731
2018A G.O. Improvement Bonds	733,514
2019A G.O. Improvement Bonds	189,105
2020A G.O. Improvement Bonds	-
(Eliminating levy of \$265,419 by utilizing available funds - assessments & Closed Bond Fund)	
Total Bond Retirement	<u>2,547,632</u>
Total Citywide Levy	<u>\$ 34,214,757</u>

Adopted this 9th day of September 2024 by the City Council of Inver Grove Heights, MN.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-205

**RESOLUTION ADOPTING PROPOSED STORM WATER SPECIAL TAXING DISTRICT
TAX LEVIES FOR PAYABLE 2025**

WHEREAS, the City established Storm Water Special Taxing Districts to fund trunk storm sewer improvements installed in conjunction with the 70th Street East Reconstruction Project from Cahill Avenue to Concord Boulevard (City Project 2001-02), and;

WHEREAS, on or before September 30 of each year the City must adopt any proposed special taxing district property tax levies and certify such levies to the County Auditor, and;

WHEREAS, these special taxing district levies have a 10-year term (2018-2027).

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:
that, the City has adopted the following proposed Storm Water Special Taxing District (SWSTD) tax levies for Payable 2025 as follows:

70th Street Recon Cahill Ave to Concord Blvd (Project 2001-02):

Babcock Trail	\$22,230
South Grove	41,285
70 th Street	<u>15,879</u>
	\$79,394

Adopted this 9th day of September 2024 by the City Council of Inver Grove Heights, MN.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-206

RESOLUTION ADOPTING THE PRELIMINARY GENERAL FUND 2025 BUDGET

BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that, the City Council of the City of Inver Grove Heights approves the following preliminary expense/expenditure budget for fiscal year 2025:

General Fund \$ 34,853,104

Adopted this 9th day of September 2024 by the City Council of Inver Grove Heights, MN.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-207

**RESOLUTION SETTING THE DATE, TIME, AND LOCATION FOR THE
PUBLIC BUDGET DISCUSSION**

WHEREAS, each year the City is required to follow annual property tax notification procedures and deadlines related to the adoption of tax levies, and;

WHEREAS, on or before September 30 the City must adopt a proposed property tax levy, and;

WHEREAS, at that same meeting the City Council must announce the date, time, and location of a future city council meeting where the budget and levy will be discussed and public input allowed, prior to final budget and levy determination, and;

WHEREAS, this meeting must occur after November 24 and must start at or after 6pm, and;

WHEREAS, the City intends to host this discussion at their December 2, 2024 work session.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that, the City will host a public budget discussion on the 2025 preliminary budget and levy on December 2, 2024, at 6pm in Council Chambers.

Adopted this 9th day of September 2024 by the City Council of Inver Grove Heights, MN.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: Interim Use Permit to Allow a Park-and-Ride Facility at 6588 / 6600 Cahill Avenue

MEETING DATE: September 9, 2024

ITEM TYPE: Regular Business

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to consider an Interim Use Permit to allow the operation of a park-and-ride facility located at 6588 / 6600 Cahill Avenue (Inver Grove Hospitality / AmericInn - Case No. 24-28IUP).

- Requires: 4/5th vote
- 60-day deadline: September 17, 2024

BACKGROUND

Inver Grove Hospitality / AmericInn Hotel (the applicant), located at 5861 Blaine Avenue, received an Interim Use Permit (IUP) and a one-time extension to operate a 250 space, park-and-ride facility at the AMC Movie Theater parking lot. This IUP is set to expire January 10, 2025. Therefore, the applicants are now requesting a new IUP to continue the operation of a park-and-ride facility at a new, proposed location for five years, with the possibility of a one-time extension.

The new location being proposed is the multi-tenant property that is home to Dollar Tree, Aldi, the Post Office, O'Reilly's Auto, and a couple other small retail and restaurant establishments. Based on the parking requirements in the City Code, the parking minimums for the existing businesses are all accounted for within the front or side of the existing buildings. The proposed interim use on the property to store vehicles for a park-and-ride does not appear to have an impact on the existing businesses, as the site has more parking spaces than required. The park-and-ride facility would be located on existing impervious surface, on the east side of the parcel.

The applicant is requesting an initial five-year IUP to operate a 192-space, park-and-ride on the commercial parking lot. This request is for fewer parking spaces than the existing park-and-ride at AMC theater (192 vs 250). AmericInn would lease the eastern portion of the lot for the park-and-ride operation. The designated park-and-ride area would not be fenced, but would have security cameras, as is required by the City and agreed by AmericInn. The drivers from AmericInn would use the access points from Carmen Avenue and not drive through the other business parking from Cahill Avenue.

An interim use is defined as a temporary use of a property until a specific date, occurrence of a particular event, or until zoning regulations no longer permit the use. Interim uses are typically uses that are not appropriate based upon strict application of Zoning Code restrictions, existing

development, and proposed future land-use plans. However, they may have merit as uses for some intermediary period of time.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff: Staff recommends approval of the Interim Use Permit with the conditions listed in the attached Resolution.

Planning Commission: At the August 20, 2024 public hearing, the Planning Commission recommended approval of the park-and-ride IUP for five years, with the added condition requiring a guard post to be installed and manned 24-hours a day/ 7 days a week (8-0). This recommendation has been incorporated into the conditions of the attached Resolution.

ATTACHMENTS

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

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

RESOLUTION NO. 2024-208

**A RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW A PARK-AND-RIDE
FACILITY TO BE OPERATED AT 6600/6588 CAHILL AVENUE**

**CASE NO. 24-28IUP
(Inver Grove Hospitality, LLC/AmericInn)**

WHEREAS, the City has received a request from the owner of the property located at 6600/6588 Cahill Avenue, Inver Grove Heights and legally described on the attached Exhibit A (the "Property") for an Interim Use Permit ("IUP") for the operation by a third party of a park-and-ride facility to be located on the eastern portion of the Property; and

WHEREAS, the request has been reviewed against Title 10, Chapter 14, regarding the criterion for an Interim Use Permit and meets the minimum standards;

WHEREAS, a public hearing concerning the interim use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 20, 2024;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, an interim use permit for a park-and-ride facility for the Property is hereby approved subject to the following conditions:

1. The park-and-ride facility shall be limited to 192 parking spaces as identified on the site plan dated August 13, 2024 on file with the Planning Department.
2. The interim use permit shall be valid for a period of 5 (five) years from the City Council approval date.
3. The park-and-ride facility shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.
4. A violation of the terms and conditions attached to the approval of an interim use permit shall be deemed cause for revocation of that interim use permit.
5. On-site security cameras shall be provided by the operator of the park-and-ride facility 24 hours a day, every day. Security cameras must record data for a minimum of two weeks. Signs shall be posted stating cameras are in use.
6. A 24-hour contact phone number shall be given to the Inver Grove Heights Police Department for on-site questions or concerns.

7. A 24-contact phone number shall be given to the Inver Grove Heights Police Department to review and receive security video footage of the park-and-ride.
8. The designated park-and-ride area on the Property shall have the parking spaces striped with fire lanes clearly marked.
9. Lighting of the designated park-and-ride is required and shall comply with City Code.
10. Access to and from the park-and-ride facility shall be from Carmen Avenue. Cutting through the parking lot on the Property from Cahill Avenue by employees of the business operating the park-and-ride facility shall be prohibited.
11. A final security plan identifying the location of all security cameras, lighting and any other security measures provided shall be submitted to the City Planning Department prior to the start of operation of the park-and-ride facility.
12. Security guard and guard building shall be provided at the expense of the property owner, or applicable business contracted to use the park-and-ride area, to ensure in-person surveillance and site monitoring of the parking area 24 hours a day / 7 days a week. Security guard building shall be in place no later than April 30, 2025, and shall comply with any permit requirements as may be required by the City, if applicable.

Passed this 9th day of September, 2024.

AYES:

NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

That part of the NW 1/4 of the SW 1/4 of Section 3, Township 27, Range 22, according to the Government Survey thereof, in Dakota County, more particularly described as follows:

Commencing at the NE corner of the S 417.4 feet of the W 834.8 feet of said NW 1/4 of the SW 1/4; thence W along the N line of the S 417.4 feet of said NW 1/4 of the SW 1/4 a distance of 200.75 feet to the actual point of beginning of the tract to be described; thence N parallel with the W line of said Section a distance of 162.7 feet; thence Easterly, deflecting to the right 70 degrees 40 minutes a distance of 45.95 feet; thence Northeasterly, deflecting to the left 36 degrees 10 minutes, to an intersection with a line drawn N from the initial point of commencement and parallel with the W line of said Section; thence N on said parallel line to an intersection with a line parallel with and 238.7 feet South from the N line of said NW 1/4 of the SW 1/4; thence W along the last said parallel line to the W line of said Section; thence S along the W line of said Section to the N line of the S 417.4 feet of said NW 1/4 of the SW 1/4; thence E along said N line to the actual point of beginning.

Except that part lying Easterly and Northeasterly of a line parallel with and 33 feet Westerly and Southwesterly from the following described line to-wit:

Beginning at the point of intersection of the N line of said NW 1/4 of the SW 1/4 and a line parallel with and 659.1 feet E from the W line of said NW 1/4 of the SW 1/4; thence S, along said parallel line 431.88 feet; thence Southeasterly 357.14 feet along a tangential curve to the left having a radius of 230 feet and a delta angle of 88 degrees 58 minutes and there terminating.

And that part of the NW 1/4 of the SW 1/4 of Section 3, Township 27, Range 22 described as follows:

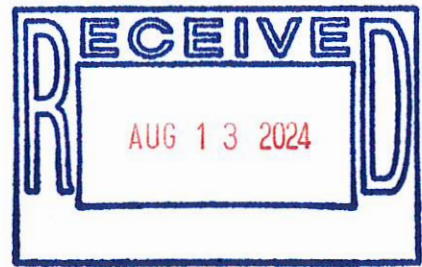
Beginning at the NE corner of S 417.4 feet of the W 834.8 feet of said NW 1/4 of SW 1/4; thence W along the N line of the S 417.4 feet of said NW 1/4 of the SW 1/4 200.75 feet; thence N parallel with the W line of said Section 3, a distance of 162.7 feet; thence Easterly deflecting to the right 70 degrees 40 minutes a distance of 45.95 feet; thence Northeasterly deflecting to the left 36 degrees 10 minutes to an intersection with a line drawn N from the point of beginning and parallel with the W line of said Section; thence S along last said parallel line to the point of beginning, except that part lying Northerly of a line parallel with and 33 feet Westerly and Southerly of the following described line, to-wit:

Beginning at the point of intersection of the N line of said NW 1/4 of the SW 1/4 and a line parallel with and 659.1 feet E of the W line of said NW 1/4 of the SW 1/4; thence S along said parallel line 431.88 feet; thence Southeasterly 357.14 feet along a tangential curve to the left, having a radius of 230 feet.

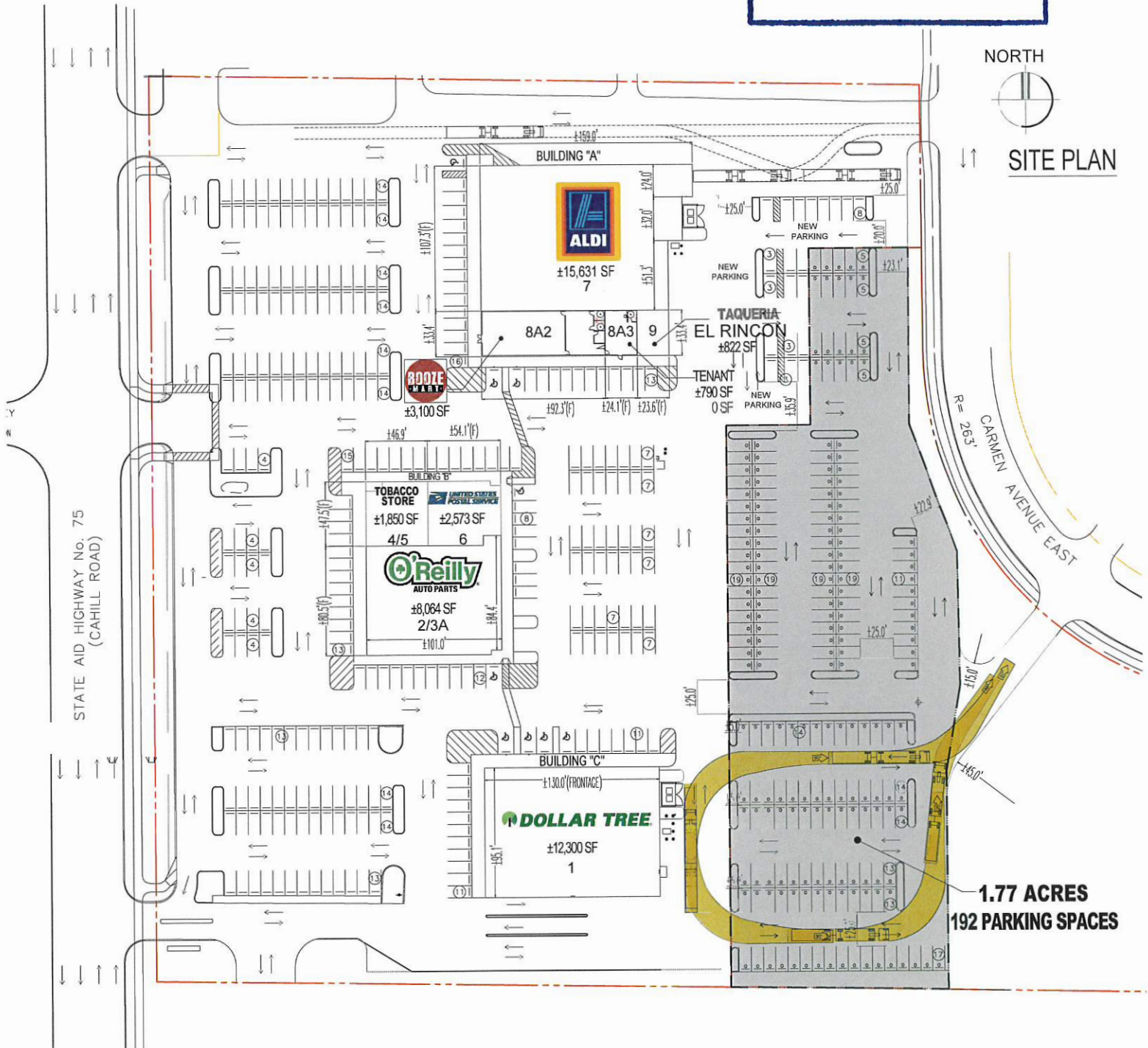
EXHIBIT FOR PROPOSED INVER GROVE HOSPITALITY PARKING SPACES

AT VILLAGE SQUARE

6600 CAHILL AVENUE DAKOTA COUNTY, INVER GROVE HEIGHTS, MINNESOTA 55076



SITE PLAN



PROPOSED PREMISES



OPTION - A2.0
SCALE : 1" = 100'
Pg 2 of 2

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 20, 2024

SUBJECT: Interim Use Permit to Operate a Park-and-Fly in the Parking Lot Located at 6588 Cahill Avenue. (Inver Grove Hospitality / AmericInn – Case No. 24-28IUP)

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 property is zoned B-4, Shopping Center.

The applicant received an Interim Use Permit with a one-time extension to operate a park-and-ride facility at the AMC Theatre lot, which is set to expire January 10th, 2025. A new Interim Use Permit is being requested to operate the park-and-ride at this new location's east side, rear parking lot.

The 192 parking spaces that would be used for the park-and-fly is not needed by the current retail tenants.

This Permit request is for five years, with a one-time extension allowed. No fencing is proposed. Security cameras will be on site. The drivers from the AmericInn Hotel would access the parking lot from Carmen Ave, not Cahill Ave. Conditions of approval would state that as a requirement. However, given the absence of fencing, people could drive through the park-and-ride area.

The potential for increased public safety calls is a concern. In consultation, the Police Chief recommended having at least two weeks of memory storage for the security cameras to allow for follow-up if coming back from a longer trip. The Chief also requested 24-hour contact information for the park-and-fly operation.

The Fire Department also reviewed this request and said that fencing around the perimeter of the property would impact traffic flow. Also, fencing would limit maneuverability for fire trucks. Therefore, fencing is not recommended by Public Safety.

Staff recommend approval with the conditions listed and has not heard from surrounding property owners.

Planning Commission Discussion

Commissioner Schaefer inquired about requiring a deadline for having the cameras operational. Botten stated that they would be expected to be operational by the time the park-and-fly begins operation. That could be clarified and added to the conditions.

Commissioner Teiken inquired if this is in addition to the AMC location or replacing the location. Botten stated that this request is replacing the AMC lot Interim Use Permit as it is due to expire January 10, 2025. Teiken inquired about the reason for changing the location. Botten stated that Interim Use Permits are only permitted a one-time extension, and the City Council granted that extension with it expiring on January 10, 2025. Teiken stated that security was an issue at the AMC location, and would explain the number of conditions proposed.

Opening of Public Hearing

Ali Hasan, 307 Liberty Corner Road, Far Hills, New Jersey, Applicant & Owner of Hotel, and Evelyn Sanchez, 5861 Blaine Avenue, Applicant & Manager at Hotel, stated that they read and understood the staff report.

Mr. Hasan stated that it's a park-sleep-fly. All guests using the lot are staying at the hotel for at least one night. The owner of the property is against adding fencing around the perimeter of the area. This location is one of the only properties near the hotel that is zoned correctly for an Interim Use Permit that also meets the size requirements.

Chair Weber closed the Public Hearing.

Planning Commission Discussion

Commissioner Hunting stated that this is a wide-open parking lot. However, the area that they're proposing to utilize is somewhat isolated from sight. Has heard about an increased level of police calls for this area and is concerned about cars being parked overnight. Is not sure security cameras and lights being enough, feels that more security measures may be needed. Would support the request with a guardhouse and a 24-hour security guard.

Commissioner Heidenreich stated that the additional lights, traffic, and cameras may deter problems and will be a benefit to the Police Department with the documentation of the problems that may occur.

Chair Weber questioned if there would need to be an indemnification clause with the City. Community Development Director Ziemer stated that legally, the City would not be responsible or liable for crime in the context of the vehicles; this risk would fall onto the hotel.

Commissioner Presley inquired if power/infrastructure currently at the site is sufficient to allow for the security measures listed. Botten stated that with the current commercial buildings there, there should be enough infrastructure.

Mr. Hasan stated that there is currently a night-time security guard staffed, and a guard booth could be on site, but cannot be up right away.

Planning Commission Recommendation

Motion by Hunting, Second by Schaefer, to approve the Interim Use Permit to allow a park-and-ride facility as proposed subject to the conditions listed in the staff report, including an additional condition for a 24-hour security guard and have a permanent guard booth available as soon as possible.

Ayes: 8

Nays: 0 Motion Carried.

The item is tentatively scheduled to go before the City Council on September 9, 2024.



Planning Commission Report

MEETING DATE:	August 20, 2024
CASE NO:	24-28IUP
APPLICANT:	Inver Grove Hospitality / AmericInn Hotel
PROPERTY OWNER:	Gator Village Partners, Ltd.
REQUEST:	Interim Use Permit
LOCATION:	6600 Cahill Avenue
COMPREHENSIVE PLAN:	MU, Mixed Use
ZONING:	B-4, Shopping Center
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

- Per Section 10-14, Interim Uses, the applicant is requesting an Interim Use Permit to allow the operation of a park-and-ride facility.

BACKGROUND

AmericInn Hotel (applicant), located at 5861 Blaine Avenue, received an Interim Use Permit (IUP) and a one-time extension to operate a 250 space, park-and-ride facility at the AMC Movie Theatre parking lot. This IUP is set to expire January 10, 2025.

The applicants are requesting an Interim Use Permit to continue the operation of the park-and-ride facility at the proposed location for an additional five years, with the possibility of a one-time extension.

The multi-tenant commercial property is overparked. The property is home to Dollar Tree, Aldi, Post Office, O'Reilly's Auto, and a couple other small retail and restaurant establishments. Based on the parking requirements of the City Code, the parking minimums for the existing businesses are all accounted for within the front or side of the existing buildings. The proposed interim use on the property to store vehicles for a park-and-ride does not appear to have an impact on the existing businesses. The park-and-ride facility would be located on existing impervious surface, behind the existing businesses on the east side of the parcel. The drivers from AmericInn would access the park-and-ride from Carmen Avenue.

EVALUATION OF REQUEST

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

North	Commercial	Zoned: B-3, General Commercial	Guided: MU, Mixed Use
West	Commercial	Zoned: B-3, General Commercial	Guided: MU, Mixed Use
South	Commercial and Elementary School	Zoned: B-3, General Commercial and P, Institutional	Guided: MU, Mixed Use and P/I, Public Institutional
East	Apartments	Zoned: R-3C, Multiple-Family Residential	Guided: MDR, Medium Density Residential

INTERIM USE PERMIT REVIEW

Interim use is defined as a temporary use of a property until a specific date, occurrence of a particular event, or until zoning regulations no longer permit. Interim uses are typically uses that are not appropriate based upon strict application of Zoning Code restrictions, existing development and proposed future land-use plans. However, they may have merit as uses for some intermediary period of time. A one-time extension of an interim use permit approval may be granted by the City Council. Upon expiration of an interim use permit, the property owner shall not request a new interim use permit for the same interim use on the property.

The applicants are asking for a similar request that was approved for the park-and-ride at AMC theater. They are requesting a five-year IUP to operate a 192 space, park-and-ride in the commercial parking lot. AmericInn Hotel would lease the eastern portion of the lot for the park-and-ride operation. The area would not be fenced but would have security cameras. The drivers from AmericInn would use the access points from Carmen Avenue and would not drive through the other business parking from Cahill Avenue.

Staff believe this area has high redevelopment potential. The City's intent is to encourage economic growth. The property owners have not had any discussions with the City regarding new development or redevelopment of the parcel. The long-term continuation of a low intense use, such as a park-and-ride, is not consistent with these goals. An interim use allows for utilization of the existing excess parking lot for a specific amount of time instead of a permanent use of the site.

ENGINEERING REVIEW

Engineering has reviewed the request and takes no exception to the proposed plans as no grading or additional impervious surface would be added to the site.

PUBLIC SAFETY REVIEW

The number of potential public safety calls is a concern for this type of use. The applicant has stated that lights and security cameras would be installed and possibly a guard post. The Police Department has recommended that the cameras hold memory for at least two weeks and that a 24-hour contact be given to the Police Department.

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 actions should be recommended for approval:

- Approval of the Interim Use Permit to allow a park-and-ride facility as proposed subject to the following conditions:

1. The park-and-ride facility shall be limited to 192 parking spaces as identified on the site plan dated August 13, 2024, on file with the Planning Department.
2. The interim use permit shall be valid for a period of five (5) years from the City Council approval date.
3. The park-and-ride facility shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.
4. A violation of the terms and conditions attached to the approval of an interim use permit shall be deemed a cause for revocation of that interim use permit.
5. On-site security shall be provided by the operator of the park-and-ride facility 24-hours a day, every day. Security cameras must record data for a minimum of two weeks. Signs shall be posted stating cameras are in use.
6. A 24-hour contact phone number shall be given to the IGH Police Department for on-sight issues.
7. A 24-hour contact phone number shall be given to the IGH Police Department to review and receive security video footage of the park-and-ride.
8. The designated park-and-ride shall have the parking spaces striped with fire lanes clearly marked.
9. Lighting of the designated park-and-ride is required and shall comply with City Code Section 10-15-5.
10. Access to and from the park-and-ride shall be from Carmen Avenue. Cutting through the parking lot from Cahill Avenue, from park-and-ride by employees, shall be prohibited.
11. A final security plan identifying the location of all security cameras and guard post (if installed), lighting and any other security measures provided shall be submitted to the City Planning Department prior to the start of operation.

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

RECOMMENDATION

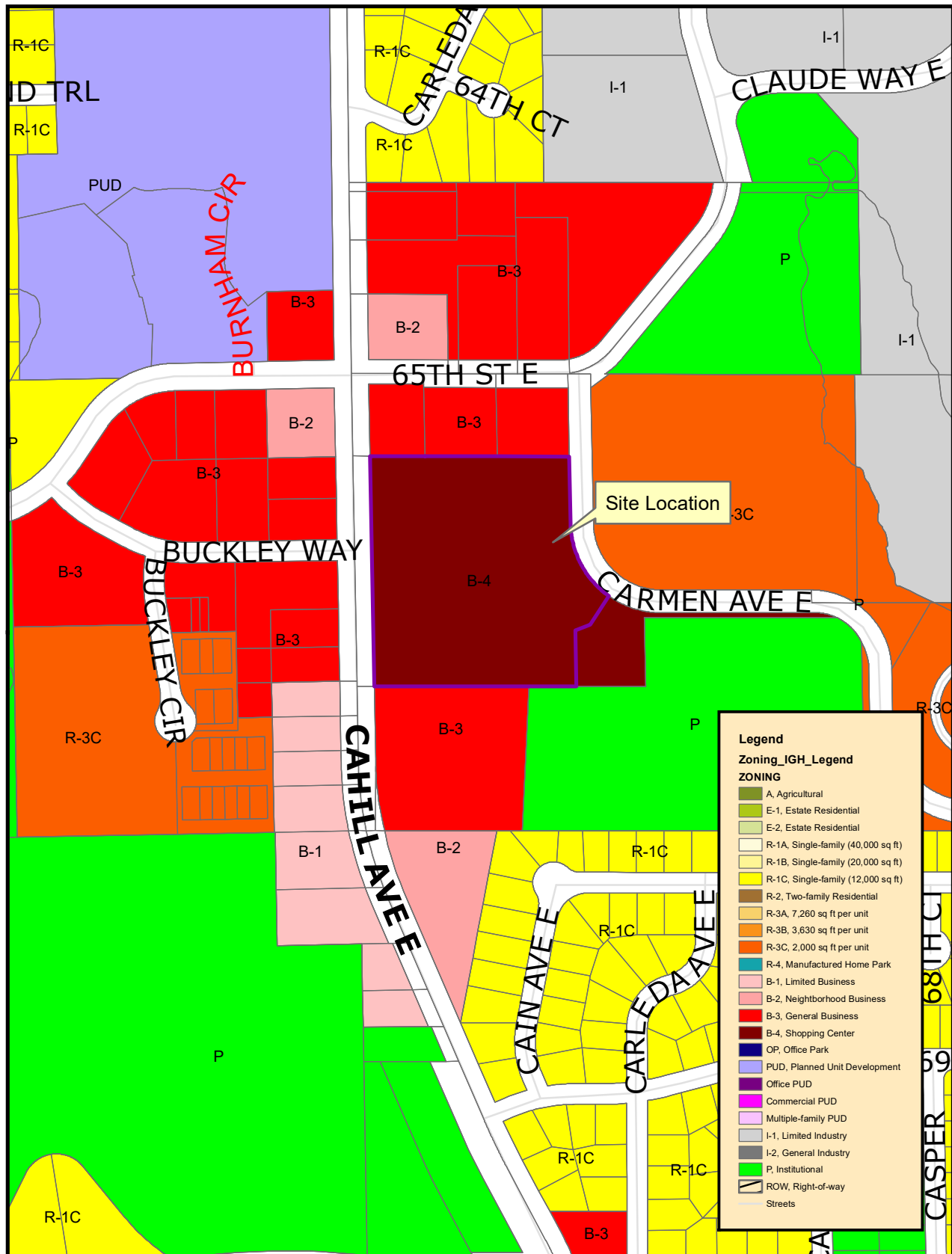
Based on the preceding report, Staff recommends approval of the interim use permit for a 192-space park-and-ride facility with the conditions listed in Alternative A.

ATTACHMENTS

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



6600 Cahill Avenue Case No. 24-28IUP



Legend

Zoning_IGH_Legend

ZONING

[Dark Green]	A, Agricultural
[Light Green]	E-1, Estate Residential
[Medium Green]	E-2, Estate Residential
[Yellow]	R-1A, Single-family (40,000 sq ft)
[Light Yellow]	R-1B, Single-family (20,000 sq ft)
[Yellow]	R-1C, Single-family (12,000 sq ft)
[Brown]	R-2, Two-family Residential
[Light Brown]	R-3A, 7,260 sq ft per unit
[Orange]	R-3B, 3,630 sq ft per unit
[Dark Orange]	R-3C, 2,000 sq ft per unit
[Blue]	R-4, Manufactured Home Park
[Pink]	B-1, Limited Business
[Light Pink]	B-2, Neighborhood Business
[Red]	B-3, General Business
[Dark Red]	B-4, Shopping Center
[Dark Blue]	OP, Office Park
[Purple]	PUD, Planned Unit Development
[Light Purple]	Office PUD
[Light Purple]	Commercial PUD
[Light Purple]	Multiple-family PUD
[Grey]	I-1, Limited Industry
[Dark Grey]	I-2, General Industry
[Green]	P, Institutional
[White with Black Border]	ROW, Right-of-way
[White]	Streets

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 RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map

AmericInn Hotel & Suites is seeking a first time interim use permit for the parking lot space located at 6600 Cahill Ave Inver Grove Heights, MN 55076 (behind Aldi's grocery store) in order to accommodate the vehicles that use the Park, Sleep, & Fly reservation system. The lot includes and is not limited to; added lighting, added security cameras, along with signs posted of active surveillance, a security guard as well as a planned guard post.

The operation is for Park, Sleep & Fly which accounts for a large chunk of hotel traffic in and around Inver Grove Heights, MN. Guests will be parking their vehicles on the offsite lot, and subsequently traveling to the airport via the hotel shuttle for their scheduled vacation. Upon return, the shuttle will bring the guests back to their vehicles, and the guests will then leave. These packages include 1 or 2 nights' stay at the hotel, either before or after (sometimes both) their trip. The guest's vehicle information (make, model, and plate) and trip information (days parking, return day, flight, time) are all kept track of at the hotel, and each vehicle is assigned a number and slip, which guests are instructed to leave on the dashboard of their vehicle. This way, all vehicle information and guest information can be pulled up immediately, as well as details of their trip if there are any questions as to whether a vehicle is a part of this operation or not.

6600 CAHILL AVENUE DAKOTA COUNTY, INVER GROVE HEIGHTS, MINNESOTA 55076

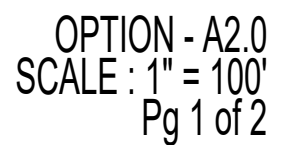
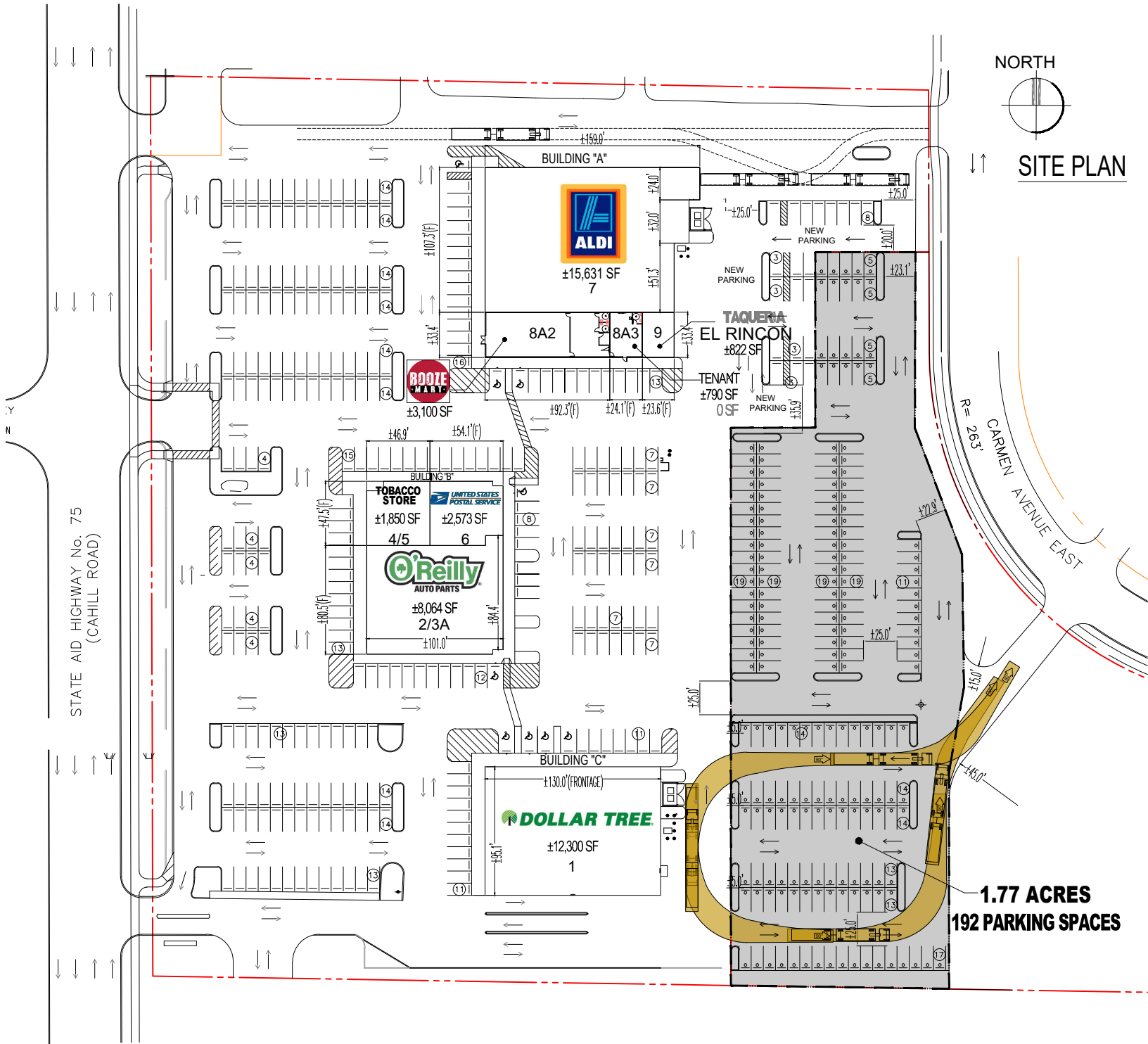


EXHIBIT FOR PROPOSED INVER GROVE HOSPITALITY PARKING SPACES
AT VILLAGE SQUARE
6600 CAHILL AVENUE DAKOTA COUNTY, INVER GROVE HEIGHTS, MINNESOTA 55076



PROPOSED PREMISES

 PREMISES

OPTION - A2.0
SCALE : 1" = 100'
Pg 2 of 2



Request for Council Action

SUBJECT: **3rd Reading of Ordinance Amending City Code Related to the Sale of Tobacco and Nicotine Products**

MEETING DATE: September 9, 2024

ITEM TYPE: Regular Business

CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to approve the third and final reading of the attached ordinance, amending City Code provisions related to retail licensing for the sale of tobacco and nicotine products, and to adopt the attached Resolution of Summary Publication.

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.

After further review, additional proposed clarifications were added to the ordinance, including recently passed statutory language that requires the imposition of additional penalties for license violations in certain circumstances. Those changes are highlighted in the attached ordinance.

If the council approves the third reading of the ordinance, the council is asked to also consider approval of the attached summary publication resolution.

FISCAL IMPACT

RECOMMENDATION

The Council is asked to approve the third and final reading of the attached ordinance. If the third reading of the ordinance is approved, the Council is asked to also adopt the attached summary publication resolution.

ATTACHMENTS

1. Ordinance Amending Chapter 12, Sale of Tobacco and Nicotine Products
2. Resolution Authorizing Summary Publication Sale of Tobacco and Nicotine Products

Item 7D: Third Reading of Ordinance Amending City Code Related to the Sale of Tobacco and Nicotine Products

September 9, 2024



Background

- Prior to 2024, Dakota County previously issued licenses for the sale of tobacco and nicotine products and delivery devices and conducted compliance checks.
- In 2023, the City adopted an ordinance and took over the licensing of tobacco products in 2024.
- The 2024 compliance checks were completed, and the police department has requested clarifying revisions to existing code language.

City Code Revisions

1: License Denial, Suspension, or Revocation

Knowing there is no suspension or revocation is contemplated for a first violation.

Existing language in 4-12-5: Basis for Denial, Suspension or Revocation of License and 4-12-10: Administrative Penalties for Violations have some discrepancies.

- 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

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

For this section, there are seven (7) revision areas.

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.
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, not a person authorized by the Council.
5. Removes the non-criminal penalty section.
 - Police issuing a petty misdemeanor citation to sellers over 21 years of age.
 - Administrative penalty process for the business.
 - Consistent with other compliance checks outlined in ordinances.

City Code Revisions

2: Administrative Penalties for Violations

6. Language updates for consistence
 - Changed business to licensed retail establishment
 - Changed server to seller
7. The addition of recently passed statutory language that requires the imposition of additional penalties for license violations in certain circumstances.

City Code Revisions

2: Administrative Penalties for Violations

During a final review of the ordinance that was included in the Council Packet, a typo was found.

Notwithstanding the foregoing, pursuant to Minnesota Statutes, Section 461.12, subd ~~1a~~ 2a, a licensee's authority to sell licensed products must be suspended for not less than seven (7) days and may be revoked if the licensee:

Requested Council Action

Consider two things

- 1. Approval of this third reading of the ordinance included in tonight's council packet with the typo correction.**
- 2. Approval of the summary publication resolution.**



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.1483

**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 licensed retail establishment. 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 retail 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 retail 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 seller 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 their designee. The standards for training must include the following:

1. Information regarding the laws pertaining to the sale of licensed products;
2. The rules for identification checks;
3. Responsibilities of establishments serving or selling licensed products; and
4. 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 retail 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.

Notwithstanding the foregoing, pursuant to Minnesota Statutes, Section 461.12, subd 2a, a licensee's authority to sell licensed products must be suspended for not less than seven (7) days and may be revoked if the licensee:

1. Holds a license or registration issued pursuant to Minnesota Statutes, Chapter 342 or Minnesota Statutes, Section 151.72, subdivision 5b, and the license or registration is revoked;
2. Is convicted of an offense under Minnesota Statutes, Section 151.72, subdivision 7; or
3. Has been convicted under any other state statute for the illegal sale of marijuana, cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or edible cannabinoid products and the sale took place on the premises of a business that sells tobacco, tobacco-related

devices, electronic delivery devices, or nicotine or lobelia delivery products.

- 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 9th day of September , 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. 2024-209**

**A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE
NO. 1483, AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 4,
CHAPTER 12 RELATED TO THE SALE OF TOBACCO AND NICOTINE PRODUCTS**

WHEREAS, on September 9, 2024, the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1483, an ordinance Amending Various Provisions of Inver Grove Heights City Code Title 4, Chapter 12 Related to the Sale of Tobacco and Nicotine Products; 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. 1483 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. 1483 would clearly inform the public of the intent of the ordinance; and

WHEREAS, due to the length of Ordinance No. 1483, 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. 1483 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. 1483 in the City's official newspaper.
2. Directs the City Clerk to ensure that a full and complete printed copy of Ordinance No. 1483 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. 1483 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 9th day of September, 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. 1483

A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE NO. 1483, AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 4, CHAPTER 12 RELATED TO THE SALE OF TOBACCO AND NICOTINE PRODUCTS

On September 9, 2024, the City of Inver Grove Heights, Dakota County, Minnesota adopted Ordinance 1483, an ordinance amending Inver Grove Heights City Code Title 4, Chapter 12 Related to the Sale of Tobacco and Nicotine Products.

Ordinance 1483 makes various revisions to existing code provisions, including clarifying the various situations or factors that may constitute grounds for the denial, suspension, or revocation of a license for the sale of licensed products; revises the code to provide that upon a violation of a license, the City may amend an existing license to add reasonable conditions to the license; clarifies that each violation of the terms of a license or provision of Chapter 12 shall constitute a separate license violation; and provides that upon a finding of a license violation, the license holder shall be required to implement licensed product training for all persons to who sell licensed product at the business. The ordinance clarifies that hearings shall be held before the City Council; removes certain noncriminal penalties related to the furnishing of licensed products to persons under 21 years of age; and incorporates the statutory penalties in Minn. Stat. Sec. 461.12, subd. 2a for the sales of certain products.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1483, and it is directed that only the above title and summary of Ordinance No. 1483 conforming to Minn. Stat. Sec. 331A.01 be published, with the following:

NOTICE

A printed copy of the full text of Ordinance No. 1483 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.



Request for Council Action

SUBJECT: **2nd Reading of Ordinance Amending City Code Related to Abatement of Nuisance (Hazardous and Diseased) Trees**

MEETING DATE: September 9, 2024

ITEM TYPE: Regular Business

CONTACT: Brian Swoboda, Parks Superintendent, 651.450.2582

ACTION REQUESTED

The Council is asked to consider approval of the second reading of the attached Ordinance, amending City Code provisions related to the definition of nuisance and hazardous trees and abatement of the same.

BACKGROUND

The City Council is asked to consider the second reading of an ordinance amending the City Code related to the abatement of certain diseased and hazardous trees. This ordinance amendment was prepared after the City's Code Compliance Coordinator issued an order requiring removal of a number of diseased trees, and the property owner sought to appeal that abatement order. However, unlike the abatement process for public nuisances found in Chapter 9 of the City Code, Chapter 8, where the requirements regarding diseased trees are contained, does not include an appeal process for abatement orders. Staff is therefore proposing revisions to Chapter 8 in order to provide an appeal process for diseased tree abatement orders.

While preparing that revision to Chapter 8, it was also determined that additional code revisions may be beneficial. These additional changes include adding a definition of hazardous trees and clarifying the abatement process for hazardous trees, diseased trees, and hazardous wood. A first reading of an ordinance making these changes was brought to the Council at its August 12 meeting. At that time, questions were raised regarding the scope of the existing control zones within the City, as well as whether the proposed ordinance language would require the abatement of diseased trees that do not pose a threat to persons or property.

Staff met following that meeting and prepared revisions to the draft ordinance that seek to clarify certain language within the ordinance. Staff also confirmed that the current control zone for diseased tree abatement includes the entirety of the City, based on City Council Resolution 19-75 (attached). No change to the existing control zone designation is proposed at this time.

A revised ordinance has been prepared for Council consideration. The attached ordinance shows, highlighted in yellow, the changes that were made to the language in the first reading version of the ordinance. The primary goals of the changes in the attached ordinance are as follows:

1. Include diseased trees, hazardous trees, and hazardous wood that constitutes a public nuisance under Section 5-8-4 within the definition of a public nuisance under Section 5-9-2;

2. Add a definition of "hazardous trees" (now defined as trees that have a structural defect in the tree that is likely to cause the tree or any part of the tree to fall and such fall may cause property damage or personal injury);
3. Clarify that diseased trees, hazardous trees, and hazardous wood are required to be abated; that if the property owner fails to abate the same, the City may do so and may assess the cost of the abatement against the property where the tree was located.

The City Council is asked to consider a second reading of the attached ordinance. The City Forester and City's Code Compliance Coordinator will be available at the Council meeting to answer specific questions the Council may have regarding diseased trees and diseased tree abatement.

FISCAL IMPACT

n/a

RECOMMENDATION

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

ATTACHMENTS

1. Ordinance

Item 7E: Second Reading of Ordinance Amending City Code Related to Abatement of Hazardous and Diseased Trees

September 9, 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

Three Objectives of Ordinance

1. Clarify that diseased and hazardous trees and wood constitute a public nuisance under the City's general public nuisance section (Title 5, Chapter 9)
2. Define hazardous trees and include hazardous trees as a public nuisance
3. Provide that abatement of diseased trees and hazardous wood and trees is to follow the process provided in Title 5, Chapter 9

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. **Diseased trees, hazardous trees, or hazardous wood** 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

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:

5-8-4: NUISANCES DECLARED AND PROHIBITED

A. Nuisances Declared: The following items are hereby declared to be public nuisances: when found within the control zones between April 1 and September 15:

1. Any hazardous tree. A hazardous tree is defined as a tree which has structural defects in the roots, stem, and/or branches that are likely to cause the tree or tree part to fall, and such fall could cause property damage or personal injury.

City Code Revisions

- Ordinance clarifies the definition of a diseased tree

2. Any diseased tree. A diseased tree shall mean 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.~~

City Code Revisions

- Ordinance clarifies the definition of a hazardous wood

3. Any hazardous wood. Hazardous wood shall mean any of the following when found within the control zones between April 1 and September 15:
- a. 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.

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, along with hazardous wood
- Amended the section related to abatement of trees to clarify that the abatement process found in Section 5-9-6 shall be followed.

City Code Revisions

Additional Information

- **Diseased trees** are only subject to abatement if they are:
 1. Located in a control zone; and
 2. Between April 1 and September 15th
- **Hazardous wood** is only subject to abatement if it is:
 1. Located in a control zone; and
 2. Between April 1 and September 15th
- **Hazardous trees** are subject to abatement at any time

City Code Revisions

Additional Information

- Per resolution 19-75, the entire city is a control zone for EAB purposes:

RESOLUTION CREATING A EMERALD ASH BORER CONTROL ZONE

WHEREAS, the City of Inver Grove Heights has adopted an Emerald Ash Borer (EAB) Management Plan which has helped the City slow the spread of EAB; and

WHEREAS, city ordinance 5-8-3 C allows the Council to establish a control zone to help abate tree borne disease, in this case EAB; and

WHEREAS, the MN Department of Agriculture has confirmed at least three (3) infected trees within the boundaries of the city; and

WHEREAS, the city will continue to proactively address EAB cases both on public and private property using Best Management Practices (BMP's); and

NOW, THEREFORE, BE IT RESOLVED the City of Inver Grove Heights adopts a resolution establishing the entire city limits as a control zone to fight EAB.

Adopted by the City Council of Inver Grove Heights this 13th day of May 2019.

Requested Council Action

Consider a second 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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Minnesota
GreenStep Cities



**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. Diseased trees, hazardous trees, or hazardous wood 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:

5-8-4: NUISANCES DECLARED AND PROHIBITED

A. Nuisances Declared: The following items are hereby declared to be public nuisances: when found within the control zones between April 1 and September 15:

1. Any hazardous tree. A hazardous tree is defined as a tree which has structural defects in the roots, stem, and/or branches that are likely to cause the tree or tree part to fall, and such fall could cause property damage or personal injury.
2. Any diseased tree. A diseased tree shall mean 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.~~

3. Any hazardous wood. Hazardous wood shall mean any of the following when found within the control zones between April 1 and September 15:

- a. 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, abate the public nuisance and cause the infected tree or wood or hazardous tree or portion thereof 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, or, in the case of a hazardous tree, to remove the hazardous tree. 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, that hazardous wood exists within the control zones, or that a hazardous tree exists on any property at any time, the abatement procedures detailed in Section 5-9-6 shall be followed. If the City abates a

diseased tree, hazardous wood, or a 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 ____ day of _____, 2024.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk