



Inver Grove Heights City Council
Monday, January 27, 2025 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, January 27, 2025, will be provided to the Council at or before the January 27, 2025 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 January 6, 2025 City Council Meeting
- B.** Approval of Disbursements
- C.** Personnel Actions
- D.** Amendment to the 2025 City Council Meeting Schedule
- E.** Approval of Charitable Gambling Raffle by Church of St. Patrick
- F.** Approval of Massage Therapist Licenses
- G.** 2025 Contract with Madden Galanter Hansen for Labor Relations Services
- H.** Resolution Approving Submission of the City's Minnesota Pay Equity Implementation Report for the Year Ending December 31, 2024
- I.** 2nd Amendment to the Final Design Contract for City Project No. 2016-17 - 117th Street Reconstruction
- J.** Resolution Authorizing Application for the Minnesota Pollution Control Agency Stormwater Resilience Grants
- K.** Resolution Awarding a Final Design Contract for City Project Nos. 2025-13 and 2025-14
- L.** Contract Renewal for Fire Department Mental Wellness Services
- M.** Acceptance of Grant / Donation from Firehouse Subs Public Safety Foundation
- N.** 2025 Contract with Messerli & Kramer for Government Relations Services

6. **Public Hearing**

- A. Consideration of New Liquor License Application - Open Window Theatre

7. **Regular Business**

- A. Rental Housing Licenses
- B. Multiple Agreements and Land Use Approvals to Permit the Vertical Expansion of Pine Bend Landfill (*continued from Jan. 6 and Jan. 13, 2025 Council meetings*) (**UPDATED: January 24, 2025**)
- C. Consider a Resolution Denying a Zoning Text Amendment and a Subsequent Ordinance Approving a Zoning Text Amendment, Establishing Palliative Care Homes as an Interim Use in the E-1, Estate Residential Zoning District
- D. Purchase of Heritage Village Park Phase 5 Inclusive Playground, Splash Pad, Shade Structures, and Site Amenities for City Project No. 2210
- E. Purchase of Southern Lakes Park and Veterans Memorial Community Center Playground Replacements
- F. Resolutions Appointing Council Members and Staff to Various Board & Liaison Roles for 2025-26

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**

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

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, January 6, 2025 - 6:00 P.M. - 8150 BARBARA AVENUE

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, January 6, 2025. 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; City Administrator Wilson, City Clerk Kiernan, Police Chief Chiodo, Fire Chief Thill, Public Works Director Connolly, City Engineer Merchlewicz, City Attorney Nason, Community Development Director Ziemer, Finance Director Hove, IT Manager Gade, Communication Specialist Allie, Assistant Fire Chief Bergum, and Commander Otis.

3. APPROVAL OF AGENDA:

Mayor Dietrich asked for Public Comment to be moved after Item 7C.

Motion to move Public Comment up on the Agenda prior to the closed session and approve amended Agenda by Gliva, second by T’Kach.

Ayes: 5

Nays: 0 Motion carried.

4. PRESENTATIONS:

A. Swearing In of Mayor and Council Members.

Mayor Dietrich, Council Member Gliva, and Council Member Scales were sworn in for their new terms.

5. CONSENT AGENDA:

- A.** Approval of Minutes of the December 2, 2024, City Council Meeting
- B.** Approval of Minutes of the December 9, 2024 City Council Meeting
- C.** Approval of Disbursements, **Resolution 2025-001**
- D.** Personnel Actions
- E.** 2025 Official Newspaper Designation
- F.** Appointment of Acting Mayor
- G.** Appointment of Assistant Weed Inspector
- H.** Resolution Authorizing Official Depositories for 2025, **Resolution 2025-002**
- I.** Resolution Authorizing Electronic Fund Transfers for 2025, **Resolution 2025-003**
- J.** Resolution Adopting Annual Update to the City of Inver Grove Heights Emergency Operations Plan, **Resolution 2025-004**
- K.** Resolution Approving Minimum Cash Reserve Policy for Stormwater Operating Fund, Transferring Excess Balances and Consolidating Capital Funds, **Resolution 2025-005**

- L.** Resolutions Amending the City's Special Assessment Policy and Hardship Deferral Requirements, **Resolution 2025-006**
- M.** Resolution Finalizing Budget, Closing City Project No. 2017-24, and Closing Fund 406 – MSA Fund, **Resolution 2025-007**
- N.** Resolution Approving Write-Off of Overspent Escrow Accounts, **Resolution 2025-009**
- O.** Approval of Hotel Licenses
- P.** Resolution Approving the Vacation of Drainage and Utility Easement – 17 High Road, **Resolution 2025-009**

Council Member Murphy requested Item 5O be removed from the Consent Agenda for discussion.

Motion to approve Item A - N & P by T'Kach, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

Council Member Murphy said the Coratel Inn & Suites has many abandoned vehicles and a trailer filled with recyclables and wrought iron and asked if these items on the property were permitted in the licenses. It is not conducive to people staying at the hotel, residents or other businesses that might want to move into the area.

Director Ziemer said the code compliance officer went to the property and talked to the hotel. A staff member at the hotel said that all of the vehicles on the property are operable and belong to guests staying at the hotel including homeless guests that are residing in a room at the hotel. There is no one staying on the property that is not in a room at the hotel. There is no one living in the RV and the only violation was the trailer that is currently covered with the tarp. The hotel is working to have the trailer removed.

Motion to approve Item O Hotel License by Murphy, second by T'Kach.

Ayes: 5

Nays: 0 Motion carried.

6. PUBLIC HEARING:

A. Liquor License Renewal

Clerk Kiernan presented this item. The renewal is for Arbor Point Golf course, which is not in operation at this time and that is why it is late. Staff reviewed the application, and it was complete and eligible for renewal. Staff recommend holding a public hearing and approving the liquor license.

Mayor Dietrich opened the public hearing.

There were no public comments.

Motion to close public hearing by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Motion to approve Arbor Point Golf Course liquor license renewal by Gliva, second by T’Kach.**Ayes: 5****Nays: 0****7. REGULAR BUSINESS:****A. Rental Housing Licenses**

Director Ziemer presented 15 rental housing licenses for individual units including single family homes and townhomes except for the last license that is for three 17-unit apartment buildings totaling 51 units. Staff has reviewed the applications and found them to be eligible for licenses and recommends approval.

Motion to approve 15 rental housing license Scales, second by Murphy.**Ayes: 5****Nays: 0 Motion carried.****B. Resolution Denying Request to Rezone 9120 Rich Valley Boulevard from Agriculture (A) to Estate Residential (E-1)**

Director Ziemer presented this item.

Overview:

- Application
 - Rezoning request of Subject Property
 - Proposed Zoning: E-1, Estate District
- Subject Property
 - Location: 9120 Rich Valley Boulevard
 - Land Use & Zoning
 - RDR, Rural Density Residential
 - A, Agricultural District
 - Lot Area: 5.53 Acres

Request Analysis:

- Purpose of Rezoning
 - Create a second lot to construct new home
 - Would require replat of property
 - Lot division @ E-1 Standards
 - Unable to meet minimum width per lot (200')
 - Uncertain can meet minimum area (2.5 acres)
 - Dedication of ROW with replat will subtract from lot area
 - Meet minimum standards without variance(s)
 - Zoning variance = practical difficulties
 - Subdivision variance = undue hardship
 - Applicant unlikely able to prove either/both

- Not considering lot division / variance(s)
- Current Lot Dimensions
 - Area: 5.53 Acres
 - Width: Approximately 320 feet
 - Measured 30' from current ROW easement
- Agricultural (A) District Standards
 - Minimum Lot Standards
 - Lot Area: 5.0 Acres
 - Lot Width: 200 Feet
- Estate (E-1) District Standards
 - Minimum Lot Standards
 - Lot Area: 2.5 Acres
 - Lot Width: 200 Feet
- Rezoning Request
 - A & E-1 zoning match RDR Land Use
 - Rural residential development patterns
 - "Acreage" lots
 - Private wells & individual septic systems
 - Lots in neighborhood range in size
 - Variety of zoning types in area (A, E-1, PUD & I-1)
 - Subject Property same as adjacent lots
 - Zoning: A, Agricultural District
 - Size: 5.0+ Acres
 - Uses: Consistent with zoning
 - Standards: Consistent with zoning (i.e., setbacks)
 - Approval results in "spot zoning"

Director Ziemer said all of the surrounding properties are zoned agricultural and if they were to change from A to E-1 it would be a simple form of spot zoning designation.

Planning Commission:

- Public Hearing
 - 12/03/2024
- Recommendation
 - Denial
 - Findings:
 - All neighboring properties adjacent to & across the street from Subject Property zoned same
 - Properties immediately adjacent to Subject Property conform to minimum use & zoning standards
 - If approved, the rezoning of the Subject Property would:
 - Establish zoning standards different than adjacent properties
 - Create potential negative impacts, such as competing or conflicting uses, increased density, etc.
 - Consider future re-evaluation of zoning of larger area

- Holistic approach to look at consistency of land use & zoning in larger neighborhood
- Such work not immediate or near priority

Staff did have conversations with the property owner and suggested building the second home in a way that if zoning changed in the future, they could subdivide the lot at that point.

Action Recommendation:

- Motion to approve the resolution denying the rezoning request for 9120 Rich Valley Boulevard from A, Agricultural to E-1, Estate Residential District.

Council Member Murphy asked if a second house could be built on the property without rezoning.

Director Ziemer said they could have an accessory dwelling unit like a mother-in-law suite on the property but would not be able to build a second home on the property.

The applicant was not in attendance.

Motion to approve Resolution 2025-010 Denying the application for rezoning of 9120 Rich Valley Blvd (PID 20-01900-27-016) from A, Agricultural District to E-1, Estate District by Murphy, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

C. Multiple Agreements and Land Use Approvals to Permit the Vertical Expansion of Pine Bend Landfill

Administrator Wilson presented this item.

Expansion Request:

- Pine Bend Landfill (PBL) is seeking authorization to:
 - Accept additional cubic yards of waste,
 - Grow taller, and
 - Operate longer than currently permitted
- Process involves permits and approvals from:
 - State of MN via the MN Pollution Control Agency
 - Dakota county
 - City of IGH
- The City's role is focused on the landfill as a land use with our community and the negotiation of a Host Community Agreement.

City's Action Items:

1. Zoning Code Amendment
2. Amendment to Non-Conforming use Certificate (NCUC)
3. Conditional Use Permit for Vertical Expansion
4. Host Community Agreement

- Environmental Advisory Commission – reviewed the proposed CUP and recommended its approval (6-0 vote)
- Planning Commission – reviewed the proposed Zoning Code Amendment, NCUC Amendment and CUP – and recommended their approval (5-2-2 vote).
 - Two Public Hearings were held to provide opportunity for public comment.

The four action items were included in the Council packet but there is a slight change to one sentence in the Host Community Agreement that will be reviewed.

Pine Bend Landfill – Site:

- 2495 117th Street
- Between Highways 52/55 and Rich Valley Boulevard
- Sanitary landfill: mixed municipal solid waste, non-hazardous industrial solid waste, construction debris and demolition debris, non-infectious waste, and asbestos.

Basics of Request – Proposed Expansion – “Phase 7”:

- Currently authorized:
 - Max capacity 33,937,400 cubic yards (w/final cover)
 - Nearing current capacity limits by January 2028
 - Stop accepting waste & close by December 31, 2030
- Application for vertical capacity expansion
 - June 2022: Initial expansion request with MPCA
 - Environmental Assessment Worksheet completed & reviewed in 2023, determined no EIS needed
 - June 2024: Submitted land use applications to City
- Result of expansion
 - Vertically extend the 3:1 final cover slopes
 - Vertical expansion only, no footprint increase
 - Extend the life approximately 13.6 years
 - Raise height by approximately 86.8 feet at highest point

Zoning Code Amendment:

- Existing Land Use & Zoning
 - 2040 Land Use: GI, General Industrial
 - Zoning: I-2, General Industry
 - Landfill located in Overlay District
 - Integrated Resource Management (IRM) Overlay District
 - Proposed Zoning Code Amendment
 - Parcel would continue to be zoned I-1 and guided GI
 - Revisions proposed to the size and height allowed within the IRM.

Integrated Resource Management (IRM) Overlay District

- Identifies certain uses as Conditional Uses (§10-13E-6)
 - Air space expansion of an existing sanitary landfill

- Proposed City Code revisions
 - Subp. F: Final height not to exceed 1,105.8 feet
 - Subp. H: Capacity not to exceed 42,123,200 cubic yards
 - Subp. J: Remove
- Revisions consistent with amendments to:
 - Non-Conforming Use Certificate (NCUC)
 - Conditional Use Permit (CUP)

Mayor Dietrich asked what the reasons for abstaining were for the two members of the Planning Commission.

Administrator Wilson said there were no reasons provided.

Amendment to Non-Conforming Use Certificate:

- Pine Bend Landfill NCUC
 - Landfill permitted by MPCA in 1971
 - Municipal waste disposal facilities “outzoned” by IGH in 1991
 - NCUC for PBL created & approved in 1995
 - Clarified zoning status
 - Determined rights & responsibilities
 - Established specific controls
 - Previous amendments in 2002, 2004 & 2018

Administrator Wilson said the only changes are for the allowable height and total maximum capacity. The other provisions, including hours of operations and the types of waste they can collect remain the same.

Conditional Use Permit (CUP):

- Authorizes the additional landfill height and volume, subject to 21 total conditions.
- Majority of conditions in new CUP match those found in 2018 CUP

Administrator Wilson said they reviewed the 21 conditions in depth during the December 9th Council Meeting.

Conditions:

- Requires that the expansion be constructed and operated in accordance with the application materials and plan documents submitted.
- Identifies the list of past City actions and approvals, which remain in effect and which the Landfill must continue to comply with
- Identifies the types of waste that may be disposed of in the Landfill – no change from current list
- Requires that the Landfill connect to the City’s sanitary sewer system and pay the applicable connection and hook up charges once sanitary sewer is extended to the property (with 117th St. reconstruction)
- Establishes hours for construction of the expansion

- States that the landfill must comply with all applicable federal, state and county laws and regulations
- Conditions 11 and 12:
 - Surface water and groundwater monitoring
 - Same requirements as current CUP
 - Dual gas/leachate extraction system
 - Same requirements as current CUP
 - Except annual report due March 1 instead of February 1 to line up with State's deadline

Administrator Wilson said landfills release landfill gas which is approximately 50% methane. Leachate is also produced and is stormwater runoff from the landfill. The leachate will be piped into the City's sanitary sewer system when connected. It is currently being transported by truck to the Metropolitan Council's wastewater treatment facility

- Conditions 13, 14 and 15
 - All address subsurface gas migration – which was a major focus of the CUP issued for the last expansion
 - Requires compliance with MN Rule 7035.2815, Subpart 11 regarding landfill gas management
 - Last CUP (from 2018) required PBL to come into compliance and maintain compliance for 6 consecutive months by January 1, 2025 or 30 million cubic yards of waste – whichever came first.
 - If not met, the CUP requires the Landfill to cease operations until compliance is achieved.
 - PBL has not yet achieved compliance with this requirement.

Administrator Wilson said City staff and consultants have worked with the Minnesota Pollution Control Agency, who is the lead agency on the subsurface gas migration rules, and they have said that they believe PBL is working in the right direction and have made significant improvements. They are not taking any enforcement action against PBL as a result of the exceedances that are still being recorded in certain areas.

Subsurface Gas Migration:

- PBL currently makes:
 - Annual report to the City
 - Annual presentation to the City's Environmental Advisory Commission
- Starts with source control
 - 242 gas collection points
 - Renewable Natural Gas Plant
- Includes monitoring around perimeter of landfill
 - 39 probes – monitored quarterly, monthly if exceedance are detected
 - Ongoing efforts with new methods

Administrator Wilson said there are representatives from the City's Engineering Department and PBL that can answer Council's questions about subsurface gas migration.

Conditions 13, 14 and 15:

- Continued annual reporting to the EAC on progress
- Continued oversight by MPCA
- Not expected to worsen as a result of expansion

Administrator Wilson said the reason they believe the subsurface gas migration issue will not increase is because the gas is believed to be coming from the unlined portion of the landfill that does not have the collection system. The landfill area above the liner has a modern gas collection system that collects the gas and sends it to the renewable natural gas facilities.

Draft CUP for this expansion includes:

- Extending the deadline 2 more years or to 35 million cubic yards
- Grants the City Council the authority to waive this requirement if adequate progress is being made
- Continued annual reporting – but with trend analysis
- Requires efforts by PBL to identify the outer boundaries of subsurface gas plume

Administrator Wilson said they know where the gas is reaching but they do not know how much further the gas is reaching beyond the probes.

Conditions (continued):

- Requires MPCA air emission permit for the Renewable Natural Gas facility.
- Makes both the owner and the operator of the Landfill responsible for compliance with the CUP
- Documents that a breach of the Host Community Agreement is a violation of this CUP
- Identifies the effective date of this CUP is the effective date of the new Host Community Agreement
- Notes that the terms of this CUP are subject to the approval of the Commissioner of the MPCA
- Makes this CUP effective only if a valid Host Community Agreement is in place
- States that any violation of the CUP is cause for revocation of the CUP

Pine Bend Landfill – 4th Restated Host Community Agreement:

- Term: January 2025 – December 2032 (8 years)
- Key Topics:
 - Closure Date – December 31, 2042
 - Emergency Preparedness
 - Host Community Fee Payments
 - Collection from City Facilities
 - Indemnification
 - Special Assessment Agreement
 - Settlement & Waiver of Claims

Administrator Wilson said this is the 5th Host Community Agreement overall. The permits and land-use applications allow PBL to remain open until December 31, 2042 but

Administrator Wilson and Attorney Nason did not think this timeframe would give the City the controls and assurances they would prefer. In 2032, the City leaders can revisit this and determine if it is still working or if there are other conditions or agreements that need to be entered in to. This timeframe should also align with Dakota County's Host Agreement with PBL. Dakota County has been doing five-year agreements with PBL. If they enter a new five-year agreement, it will end in 2032. The Host Community Agreement is the only document that includes a closure date. The emergency preparedness measures include things that the landfill commits to do to keep the site safe and reduce the risk of fire. It also includes what Inver Grove Heights Fire Department is prepared to do in case of a fire and cost reimbursements from PBL to the City.

Administrator Wilson said the City and Dakota County are preparing to reconstruct 117th Street to extend sanitary sewer. There is an agreement that PBL will not appeal any assessment amount as long as it does not exceed \$3 million. The Settlement and Waiver of claims is related to two previously entered agreements between the City and PBL. One is the third restated Host Community Agreement, which is the current agreement. There is a Southern Water Extension agreement that was entered into in the nineties. That agreement provided for the extension of municipal water service to properties previously using private water wells in the area. PBL paid for the extension and had ongoing financial obligations to the City. This Host Community agreement completes the contract with a final payment to the City's water fund.

Administrator Wilson said the change from the packet relates to the closure date and is a rewording with the same outcome. PBL's attorneys requested different language but it makes it clear that the Host Community Agreement extends to December 31, 2032 but may operate through December 31, 2042 as long as a new Host Community Agreement is in place.

Administrator Wilson said PBL makes two types of payments to the City, a lump sum payment and a per ton payment.

Host Community Fee Payments:

- Annual Lump Sum Payment

Year	Current Amount		Year	New Amount
2025	\$225,000		2025	\$250,000
2026	\$225,000		2026	\$257,000
2027	\$225,000		2027	\$265,225
2028	\$125,000		2028	\$273,182
2029	\$125,000		2029	\$281,377
2030	\$0		2030	\$289,819
2031	NA		2031	\$298,513
2032	NA		2032	\$307,468

- Per Ton Payments

Year	Current Amount		Year	New Amount
2025	\$8.34/\$1.00/\$8.34		2025	\$8.00

2026	\$8.69/\$1.00/\$8.69		2026	\$8.24
2027	\$9.05/\$1.00/\$8.69		2027	\$8.49
2028	\$9.42/\$1.00/\$8.69		2028	\$8.74
2029	\$9.79/\$1.00/\$9.79		2029	\$9.00
2030	\$10.17/\$1.00/\$10.17		2030	\$9.27
2031	NA		2031	\$9.55
2032	NA		2032	\$9.84

*Guaranteed at least \$720,000 per year in per ton payments.

Administrator Wilson said the current agreement says tons 1 – 260,000 pay \$8.69 per ton, tons 260,001 – 400,000 pay just \$1 per ton, and 400,001+ tons goes back to \$8.69 per ton. The new Host Community Agreement has a set amount per ton. The \$720,000 guaranteed minimum is approximately 90,000 tons added to the landfill which would be a significant drop from what has been landfilled in recent years.

Next Steps – MPCA Review of CUP

Administrator Wilson said if the Council approves the new agreement, the Minnesota Pollution control Agency will need to review the City's actions.

- MN Statute 473.811, Subd. 4a.
 - Ordinance; general conditions; restrictions; applications.

...With the approval of the commissioner, local government units may impose and enforce reasonable conditions respecting the construction, operation, inspection, monitoring, and maintenance of the disposal facilities...

Administrator Wilson said Staff has shared drafts of these items with the MPCA Commissioner's office and received a report back that they had been reviewed and there were no comments. Staff is optimistic that they find the terms and conditions in the documents reasonable but they will have to go through a final formal review with the Commissioner's office.

City's Action Items:

1. Zoning Code Amendment
2. Amendment to Non-Conforming Use Certificate (NCUC)
3. Conditional Use Permit for Vertical Expansion
4. Host Community Agreement

Items #2 and 3 require a 4/5ths vote to approve.

Administrator Wilson said that Council is asked to consider each of the four items independently.

Mayor Dietrich asked if the agreement included collection for the citywide cleanup day or Inver Grove Heights Days.

Administrator Wilson said no, the citywide cleanup day is operated through a grant program from Dakota County. Administrator Wilson was not aware of any agreement for Inver Grove Heights Days.

Council Member T’Kach asked for more information about the outer boundaries of the subsurface gas plume.

Administrator Wilson said the state rule sets a maximum level of gas migration that can be detected at the boundary of the property. Testing is focused at the boundary of the property. When there is an exceedance, they know that some subsurface gas migration is reaching the probe at that location. It does not tell them how far beyond the probe the edge is. The property of the landfill is very consumed by the footprint of the landfill. There are railroad tracks on two sides and the rule says they have to measure at the property boundary. It has been a challenge for PBL.

Council Member T’Kach asked if they could do testing further out with permission from the other landowners.

Administrator Wilson said yes, she believes they can. They own some land surrounding the landfill where they do a little testing.

Council Member T’Kach asked if the parent company has any experience with landfill mining anywhere in the country and if they do, what are the findings.

Tyler Kraft, general manager at Republic Services, said they do not currently have any operations doing any landfill mining. They did some pilots and studies, but he does not have the specific information and nothing that was deemed commercially viable at the time.

Council Member T’Kach asked if they would consider a pilot project in Inver Grove Heights if permitted.

Kraft said it would have to be evaluated as there are permits and other things to review. They could consider it.

Council Member T’Kach asked if they had any plans for pre-processing waste to reduce the volume of organics and recyclables.

Kraft said they support waste diversion programs and sustainability programs. There are economic impacts and city, county, and state ordinances. They try to evaluate what they can do within the confines of the ordinances. They try to take every approach they can to be sustainable and try to determine how they can comply with other programs.

Council Member T’Kach said the City and State have programs to try to keep electronics and other toxic materials out of the waste stream and asked if they are doing anything to help reduce the toxicity of what ends up in the landfill.

Kraft said they support the City and State programs and ban certain materials from coming into the landfill.

Aaron Janusz – Environmental Manager at Pine Bend Landfill – said they see some electronics and appliances coming into the landfill, but not much. They have roll-offs that they put these items into and only have enough to actually recycle every few years. People are complying with those rules.

Council Member T’Kach asked if they had plans to separate organics and wet waste that generate a lot of methane gas.

Janusz said a lot of policies are driven by the State. It is an ongoing challenge of determining how to collect organics and get it to a certain place. They are part of the conversation but cannot solve it on their own.

Council Member T’Kach asked if they have considered onsite organics management.

Kraft said there are many approaches to diverting organic materials from the landfill. Republic Services has many programs that are already active in Minnesota. They have done various reviews and are looking at potential capacities for organic sites and what would be needed. They are trying to understand the demand as programs and mandates come.

Mayor Dietrich asked how Republic Services decided to donate \$15,000 to the Parks & Rec department.

Kraft said it was prior to his time at Republic Services but he has heard it was to help some of the things at the Community Center. Republic Services’ intentions are to give back to the communities where they all live and work and be good stewards of their neighbors.

Bryan Pitterle, the City’s consulting engineer from Barr Engineering, stood to answer Council questions.

Council Member T’Kach asked if there was PFAS contamination from groundwater going into the Mississippi River and asked if there were any plume maps available.

Pitterle showed a map of all of the monitoring locations and some of the contaminants. There are different slides that include metals, DOCs, and PFAS. There are two locations at the river that show PFAS contamination.

Council Member T’Kach asked to confirm if there was contamination going into the river.

Pitterle said yes, it is likely there is contamination going into the river. There is contamination showing at all of the locations, so it is difficult to discern where the plume is. The groundwater flows in an east/northeast direction and the contamination is not going to the west side of the site.

Council Member T’Kach asked if there could be contamination from other things other than the landfill.

Pitterle said based on the pattern and contaminants that are being seen it is difficult to discern between Crosby American Landfill versus Pine Bend Landfill.

Council Member T’Kach asked if the sooner they stopped adding waste to the landfill, the sooner the pollution would be abated through natural solutions.

Pitterle said most of the contamination is believed to be coming from the waste that is unlined, continuing with an expansion is not believed to exasperate the contamination.

Council Member T’Kach asked if it makes sense to not put anything on top of the liner over the unlined portion and asked to confirm there was a liner over the previously unlined area.

Pitterle said there is an area where waste was put down prior to a lining. Most of the area has a liner on top of it and then they put waste on top of the liner. There are some portions on the north side where they put a cover over it so there is a geomembrane liner system on it, but it acts as a cover and there is no waste above that.

Council Member T’Kach asked if it made more sense to move more of the waste on the fully lined area versus the portions where there was originally no liner.

Pitterle said there is environmental control as far as the liner and collection systems. There is not a difference if there is waste underneath it or not.

Council Member T’Kach said the MPCA, or legislature may say that any unlined space in a landfill needs to be lined from the ground up. There would be a removal process, a liner put in and then waste put back down. Council Member T’Kach asked if it would make sense for the City and PBL not have the unlined area get worse.

Pitterle said he would not be able to answer that questions.

Council Member T’Kach asked if Pitterle was aware of any new methane gas remediation that may be coming.

Pitterle said PBL has put in additional vents and fans and put them on a more permanent electrical system, but the results will not be known until the next annual report. PBL is adding additional features and working with MPCA. There is not anything new currently, but PBL is making additional efforts.

Council Member T’Kach asked if there was anywhere else in Minnesota that might have better soil for a landfill because they may eventually see perforations in linings over time. Climatologists are saying there is going to be more rain and more extreme rain events. There may be different kinds of impacts than seen historically around leachate collection and the ability of current infrastructure in the landfills to manage these types of events.

Pitterle said there are theoretically better locations for a landfill, but they do have environmental controls to comply with the regulations of the MPCA.

Council Member Gliva asked if annual testing for the gas mitigation process is sufficient or if semiannual reporting would be better to track the progress.

Janusz said they measure every probe quarterly and if there is an exceedance, they measure the probe monthly. The annual reporting is a summary of all of the monitoring, and it is submitted to the City and State along with a presentation to the Environmental Advisory Commission.

Council Member Gliva asked to confirm that they only receive the information once per year.

Janusz said there is a process where they complete a report and a work plan and the City, County and State receive both the report and work plan. If they are seeing new things they will communicate it throughout the year, but it is summarized annually.

Council Member Gliva asked to confirm that the Host Community Agreement had two years when the gas mitigation had to be improved.

Janusz said the goal is to have the gas migration completely mitigated within two years.

Council Member Gliva asked if year over year it does not improve does the landfill cease operations.

Janusz said it is a collaboration where they are working with the City, State and County. They have tried things over the years until they have found something that works. The current process seems to work so they are expanding it to the other areas in the landfill and hoping things improve. The annual report is a summary of what PBL has done over the course of a year.

Council Member Gliva asked if the City asked for a report throughout the year if PBL would be able to provide the information on where they are with gas mitigation.

Janusz said it is mostly raw data from the probes throughout the year. The threshold is 5% and the exceedances are reported for anything over 5%. They measure the probes every quarter or month and the information goes into a database but if the City had any questions, PBL would be able to share the information.

Council Member T’Kach asked if the reports could be sent to the City, and they could decide if the Council would like to see them.

Janusz said they could, but it is the raw data.

Council Member T’Kach said the data may be valuable to the Council.

Mayor Dietrich said they would discuss it as a body and if they choose to request more data, they will advise PBL.

Janusz said the annual report summarizes all of the data but if Council would like to see the information every week or month, they can send the data.

Council Member T’Kach said semiannually would be good to see if there is a trend before a whole year has passed. Council Member T’Kach asked to confirm if the items were approved, 2042 would be the absolute last date of reception of trash at PBL.

Janusz said if they continue to collect waste at the same rate, the landfill will be full in 2042. If more organics start being diverted there will be less waste going to the landfill and that is why there is a check-in point halfway through so the City can see the tonnage they are receiving.

Council Member T’Kach said PBL is not the only landfill, and some people want to know when it ends, and they start to reclaim the land and fix the pollution problems more aggressively. Once the landfill closes and is turned over to the State, it is a zero tax base for the City.

Janusz said there was a closed landfill program in the nineties that is no longer a program. PBL is responsible for the landfill and once it closes, there is another thirty years that they are responsible for taking care of the leachate, gas mitigation, ground water and other items. If something goes wrong when the landfill is closed, it is still there responsibility.

Council Member Murphy said the landfill is very complex and he does understand the need for it. Eventually, it cannot get any bigger and the time might be now. They recently received the copy of the Host Community Agreement. This is residents' compensation for hosting the landfill. The landfill started the landfill in the seventies and in the nineties, there was a change in zoning to prohibit landfills, giving the City some control. The Host Community Agreement was first put in place in the nineties as a way to compensate residents. In 2004 the Host Community agreement was renewed and extended the closure date to 2016. In 2008, the City renewed the contract again pushing the closure date to potentially 2030 and in 2018, they renewed the contract again which keeps the same end date of 2030. They are now looking at an end date of 2042. Roughly 90% of the material going into the landfill is from the entire metro area and roughly 40% is coming from Dakota County. Some of the smaller businesses may be at a disadvantage if they cannot renew a contract with Republic Services. There also seem to be compliance issues.

Council Member Murphy said he thought the Host community Agreement would have been better. Murphy said he would struggle presenting this to residents with a potential closure date of 2042 and would like more time to revisit the agreement and talk to residents about it.

Council Member Scales said requesting reports more than annually is a difficult task to put the data into a form that people outside of the industry can understand. Receiving the raw data will not be useful without having the report. Regardless of what the Council decides, the landfill will still be in Inver Grove Heights. Council Member Scales said he does not believe they have the authority to close the landfill, and the State would not permit the closure. They need to do what is best for the City for the long term. The date of closure is flexible based on when the landfill is full. If less waste is put into the landfill, it could be here for another 100 years. The end date is an anticipated end date based on the current rate they are receiving waste at the moment.

Council Member Scales said they can discuss the Host Community Agreement, and he would have liked to see it be a bit better. Overall Staff has done a good job putting it together.

Council Member T'Kach asked if there is a total tonnage that would be able to be added to the landfill that would be a better measure than an end date.

Janusz said they are maximizing the expansion to the highest point they can. Without the existing footprint expanding, they will not be able to go any higher.

Council Member T'Kach said she is ok with it being an amount as opposed to a date.

Janusz said they can only put so much in the area, and they are recreating the surface area they will fill over time.

Kraft said there is a design capacity and a density also. There is not a specific tonnage due to the variables.

Janusz said there is a certificate of need which is the State's process of determining how much waste is being generated in the metro area and where it is going. The State then determines how much waste each landfill in the area can receive. The State's numbers are based on tonnage. The annual report communicates how much tonnage they brought in, consumed and how much space is left.

Council Member T'Kach asked to confirm that they believe 1,100 feet is the tallest the landfill can be.

Janusz said the slope is a 3 to 1 slope and they cannot go any higher than 1,100 feet.

Council Member Murphy asked if the footprint has ever expanded and if there is something in place that would not allow Republic Services to request an expansion of the footprint.

Janusz said there are railroads on two sides of the landfill and the other sides are bordered by 117th Street and the Crosby site. The footprint cannot expand.

Mayor Dietrich asked if PBL could explain where the waste was coming from.

Janusz said 90% of the waste coming into the landfill is coming from the metro area. Of the 90%, 40% is coming from Dakota County.

Kraft said PBL is an asset of Republic Services, and they have several operations around the metro area. They are utilizing their asset from their other operations around the metro area.

Mayor Dietrich asked if there are any local Inver Grove Heights haulers that were being turned away.

Kraft said no, Inver Grove Sanitation is one company that is existing and using PBL. They have every opportunity to come to PBL. They have business negotiations from both sides and the respective parties make their decisions.

Council Member Murphy said he had asked the question earlier and received the response that Republic Services had to make the difficult business decision not to renew agreements to preserve airspace and asked if local haulers would not be included in those agreements.

Kraft said yes, they did decide to not renew agreements, but not with local haulers. It was with an REB in Newport where they were taking overflow waste from them. They are trying to preserve the airspace through the expansion process to protect the infrastructure onsite. Republic Services knew this decision would take time and made the decision to turn that volume away to preserve the airspace.

Council Member Murphy asked if the REB in Newport was a larger hauler.

Kraft said the Newport waste processor has a lot of overflow waste that needs to be landfilled.

Administrator Wilson said she is uncomfortable with the closure date being referred to casually. Staff worked hard on the negotiations to have a firm closure date in the Host Community Agreement. A future Council could extend the closure date if the landfill is not full. A new Host Agreement would need to be agreed upon to do so. Staff is not saying that

the closure date in the agreement is 100% final but the City has a substantial voice and say in extending the closure date and entering into another agreement.

Council Member Scales asked to clarify that they have already extended the agreement multiple times.

Administrator Wilson said yes, the agreement and closure dates have been extended previously.

Council Member Scales said there is a difference between volume and end dates and that is what brings them back to negotiations in the future.

Administrator Wilson said volume and end dates are two different things that are both capped. The agreement is based on whichever they reach first. A future Council could amend the agreements.

Attorney Nason said the current end date for PBL is 2030. If Council does not approve the expansion, there is a contractual obligation to cease operations when the volume is filled or 2030, whichever is first. The Host Community Agreement they are discussing has an end date of 2042. There was a question about where landfilling can occur. Landfilling can only occur on the lot one, block one of the landfill plat which is the existing sanitary landfill site. In addition to the geographical boundaries, the Non-Conforming Use Certificate specifically states that the boundary limitations of the landfill are block one, lot one of the plat. The other acreage and other lots cannot be used for sanitary landfill purposes. There is a negative declaration that has been recorded against some of the other properties that specifically states it cannot be used for solid waste disposal.

Council Member T'Kach said as a resident they have become addicted to the money coming from the Host Community Agreements. It has brought a lot of benefits to the community including the Community Center, infrastructure projects, etc. They are trying to be more frugal with their funds. There is no good answer for the City or the environment. There is an issue in America and Minnesota where we are not optimizing waste reduction and not commercializing proof of concept programs that are available across the country that do much better at getting towards zero waste. We are not doing a good job as residents, businesses and operators and need to look towards ourselves and the State to do something about it.

Mayor Dietrich said there are business and individuals that are doing very well and she does not want the blanket statement that they are not out there. The meeting tonight is about the action items and not a platform to discuss how they feel about this or how others are doing.

Council Member T'Kach said they have groundwater pollution and air pollution from the landfill gasses. In order to get past that they need to rethink how they are doing it and where the City invests. Council Member T'Kach said she would agree with a one week delay to review additional materials. They have the opportunity to do better and they should discuss what they should be doing so future Councils will not have the same issues that previous Councils have.

Council Member Murphy said understands the landfill is necessary and does not believe they could do much better as the City or Republic Services. Council Member Murphy said he is concerned with Inver Grove Heights being compensated fairly for hosting the landfill and extending the agreement to 2042 and he would like more time to revisit the Host Community Agreement with Staff to see if it could be made better.

Mayor Dietrich asked if Council agreed to take another week and asked PBL for an extension.

Attorney Nason said Council would need to ask for an extension for the deadline for Council to take final action on their land use applications.

Council Member Scales asked if they could act on any of the items or if they should all be moved together.

Administrator Wilson said she would recommend voting on all of the items at the same meeting.

Council Member Gliva asked if one week would be enough time.

Administrator Wilson said the land use applications like the zoning code amendment and the CUP have statutory deadlines. PBL has provided two extensions to the deadline so far. Council currently has until January 15, 2025 to act on the items. The items could be tabled until the next meeting and meet the deadline. If Council would need more time, PBL would need to provide another extension. If they need more time to consider and review the documents and talk to other people about the documents that may be able to be completed within one week. If Council finds the Host Community Agreement unacceptable and wants a different document for consideration, it will take more than one week to see if a different agreement can be reached.

Mayor Dietrich asked to confirm if Staff has been working on this agreement since June of 2024.

Administrator Wilson said Staff started meeting on the Host Community Agreement in July of 2024. If the Host Community Agreement is not satisfactory to the majority of Council, Administrator Wilson recommended appointing two Council Members to participate in the negotiations with the City Attorney and City Administrator. Staff has presented the best agreement that the current process will produce.

Mayor Dietrich asked if Council would discuss who the two representatives would be at this meeting.

Administrator Wilson said Council could discuss the representatives at this meeting. The items could be tabled until the next meeting and Council could take actions at that meeting to designate representatives to work on an improvement to the agreement. Staff can also take direction on the Conditional Use Permit if that is a concern of Council.

Council Member Murphy asked if the items are tabled for one week and decide who would participate in negotiations, if Republic Services did not approve extending the deadline, they would need to vote on the items.

Administrator Wilson said yes, that is correct.

Council Member T’Kach asked what the process would be to ask Republic Services to extend the deadline.

Administrator Wilson said representatives of the applicant are present and there would be a conversation between their attorney and the City’s attorney.

Council Member T’Kach asked if they could get an answer fairly quickly.

Administrator Wilson said yes, they would have an answer fairly quickly.

Motion to Table this item until Monday, January 13 by Murphy, second by T’Kach.

Ayes: 5

Nays: 0 Motion carried.

8. PUBLIC COMMENT:

D. CLOSED SESSION to Discuss Relations Matters

Mayor Dietrich, Council Members Murphy, Scales, Gliva and T’Kach, City Administrator Wilson and City Clerk Kiernan attended the Closed Session.

Motion to move into a closed session pursuant to Minnesota Statutes, Section 13D.03, subd. 1(b) to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25; with International Union of Operating Engineers, Local 70 (representing the City’s Parks, Streets, Fleet and Facilities Maintenance Workers) by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Motion to move into Open session by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

9. MAYOR AND COUNCIL COMMENTS:

10. ADJOURN:

Motion to Adjourn at 8:23 p.m. by Murphy, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sara Lyons

Request for Council Action

SUBJECT: **Approval of Disbursements**

MEETING DATE: January 27, 2025

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 January 8 – 21, 2025.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of January 8 – 21, 2025. Disbursement details are attached to this memo.

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 01.27.2025
2. Disbursements Listing (1.08.2025 - 1.21.2025)

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

RESOLUTION NO. ____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF
January 8, 2025 - January 21, 2025.**

WHEREAS, a detailed listing of disbursements for the period of January 8, 2025 - January 21, 2025 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	\$886,255.47
Special Revenue	54,939.30
Debt Service	-
Capital Projects	254,242.91
Enterprise	395,046.67
Internal Service	217,137.73
Escrows	18,847.50
Total - All Funds	\$1,826,469.58

Approved by the City of Inver Grove Heights, Minnesota this 27th day of January 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Expense Approval Report

By Fund

Payment Dates 1/8/2025 - 1/21/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
MINNEAPOLIS OXYGEN CO.	0000137273	12/31/2024	Oxygen cylinder rental	101.2200.000.5430	234.28
ITL PATCH COMPANY, INC.	000057	12/31/2024	Standard shoulder patches (1...	101.2000.000.5175	247.50
GLASSING FLORIST	00426820	12/31/2024	2024 Flowers/decor for State ...	101.1000.000.5190	114.00
OCCUPATIONAL HEALTH CEN...	104077207	12/31/2024	2024 Pre-employment physical	101.1120.000.5310	169.00
OCCUPATIONAL HEALTH CEN...	104088583	12/31/2024	2024 Pre-employment physica...	101.2200.000.5312	731.00
OCCUPATIONAL HEALTH CEN...	104092475	12/31/2024	2024 Pre-employment physica...	101.2000.000.5312	564.00
OCCUPATIONAL HEALTH CEN...	104092475	12/31/2024	2024 Pre-employment physica...	101.2200.000.5312	875.00
PUBLIC SAFETY EQUIPMENT, L...	10560	12/31/2024	Eid Vest alterations	101.2000.000.5175	80.66
Freedom Forever Minnesota L...	12/13/2024	12/31/2024	Refund permit #PRS02024002...	101.0000.000.2207	8.37
Elijah Coleman	12/13/2024	12/31/2024	Refund license #PRPL2024002...	101.0000.000.2207	1.00
Freedom Forever Minnesota L...	12/13/2024	12/31/2024	Refund permit #PRS02024002...	101.5200.000.4184	265.40
Elijah Coleman	12/13/2024	12/31/2024	Refund license #PRPL2024002...	101.5200.000.4186	119.20
CENTURY LINK	12/19/2024B	12/31/2024	Phone line for Station 1	101.2200.000.5320	59.69
SIGNCRAFTERS OUTDOOR	12/23/2024	12/31/2024	Refund permit #PRS02024002...	101.0000.000.2207	3.85
SIGNCRAFTERS OUTDOOR	12/23/2024	12/31/2024	Refund permit #PRS02024002...	101.5200.000.4184	146.24
MADDEN GALANTER HANSEN,...	12/31/2024	12/31/2024	Labor relations services thru 1...	101.1120.000.5305	129.00
CAMPBELL KNUTSON, P.A.	12/31/2024	12/31/2024	Prosecution Services 12.2024	101.2000.000.5306	15,622.70
SOUTH ST PAUL ANIMAL HOSP...	12/31/2024	12/31/2024	SSP Animal Hospital Impound ...	101.2000.000.5310	4,214.75
KENISON, TERRI	12/31/2024	12/31/2024	12.2024 cleaning stations 1, 2...	101.2200.000.5310	1,600.00
WAKOTA MUTUAL AID FIREFI...	12/31/2024	12/31/2024	2024 Membership Dues	101.2200.000.5335	50.00
DAKOTA CTY WATER RESOUR...	12/31/2024	12/31/2024	2024 JPA Pump Maintenance	101.5200.000.5310	4,890.00
ST. PAUL PIONEER PRESS	1224572521	12/31/2024	Sum Pub Ord 1488 - Cannabis ...	101.1140.000.5330	49.92
ST. PAUL PIONEER PRESS	1224572521	12/31/2024	Sum PUB 1486 - Fees & Abat...	101.1140.000.5330	40.56
ST. PAUL PIONEER PRESS	1224572521	12/31/2024	Sum Pub 1485 - 2025 Fee Sch...	101.1140.000.5330	34.32
ST. PAUL PIONEER PRESS	1224572521	12/31/2024	2024 Sumary Budget	101.1800.000.5330	345.80
ST. PAUL PIONEER PRESS	1224572521	12/31/2024	2024 Gun Club Lake Aeration	101.4200.000.5330	212.16
ST. PAUL PIONEER PRESS	1224572521	12/31/2024	Ord 1490 - 24-22PAZ Nat Land...	101.5000.000.5330	50.96
ST. PAUL PIONEER PRESS	1224572521	12/31/2024	Sum Pub Ord 1491 - Cannabis ...	101.5000.000.5330	58.24
ST. PAUL PIONEER PRESS	1224572521	12/31/2024	Ord 1489 - 24-22PAZ Nat Land...	101.5000.000.5330	60.32
ST. PAUL PIONEER PRESS	1224572521	12/31/2024	Sum Pub 1487 - 2025 Dev Fees...	101.5000.000.5330	78.00
ACME TOOLS	13798966	12/31/2024	2 Chain saws, Grinder & Toolb...	101.2200.000.5160	1,174.42
ACME TOOLS	13799001	12/31/2024	Chain Saw Battery Packs & Re...	101.2200.000.5405	1,345.84
UNIFIRST CORPORATION	1410111575	12/31/2024	Uniforms Streets	101.3200.000.5175	50.77
UNIFIRST CORPORATION	1410111575	12/31/2024	Uniforms Parks	101.4200.000.5175	21.37
COMPASS MINERALS AMERIC...	1417081	12/31/2024	Deicing salt	101.3200.000.5125	16,789.42
COMPASS MINERALS AMERIC...	1419203	12/31/2024	Deicing salt	101.3200.000.5125	2,454.17
CULLIGAN	157984591006X123124	12/31/2024	Bottled water for station 1	101.2200.000.5310	67.83
CULLIGAN	157985524824X123124	12/31/2024	RV bottled water equipment	101.4200.000.5430	11.30
CULLIGAN	157986034674X123124	12/31/2024	Bottled water for Station 2	101.2200.000.5310	108.59
FIRST IMPRESSION GROUP	164650P	12/31/2024	2024 Insights postage	101.1300.000.5325	3,413.11
FIRST IMPRESSION GROUP	164721	12/31/2024	Business Cards - McNamara &...	101.2200.000.5105	150.00
RENEE DUBS ELLENA	24-5277	12/31/2024	Insights design layout & ADA r...	101.1300.000.5310	4,010.00
THE APPAREL LAB, LLC.	248685	12/31/2024	IGHPD Ball Caps & Winter Be...	101.2000.000.5175	1,940.00
PAPER ROLL PRODUCTS, INC.	272828	12/31/2024	Squad printer paper (6 cases)	101.2000.000.5190	257.70
4IMPRINT	28652050	12/31/2024	IGH PD swag items	101.2000.000.5182	4,320.96
SHAKOPEE MDEWAKANTON S...	2886	12/31/2024	Grinding work	101.4200.000.5425	7,000.00
ASPEN MILLS	345782	12/31/2024	Shirts & PD Equipment - Wied...	101.2000.000.5175	639.61
STREAMLINE DESIGN INC	43462	12/31/2024	Uniform shirts for NDTA	101.2200.424.5175	516.24
DAKOTA CTY FINANCIAL SVCS	5502737	12/31/2024	2024-2025 Epollpad Maintena...	101.1200.000.5160	3,055.00
DAKOTA CTY FINANCIAL SVCS	5502737	12/31/2024	Tabulator - Preventive Mainte...	101.1200.000.5160	7,385.00
DAKOTA CTY FINANCIAL SVCS	5502737B	12/31/2024	2024-2025 Epollpad Maintena...	101.1200.000.5160	3,055.00
DAKOTA CTY FINANCIAL SVCS	5502737B	12/31/2024	2024 JPA Absentee Voting	101.1200.000.5310	16,704.00
HILLYARD INC	605697838	12/31/2024	Paper towels and toilet paper ...	101.2200.000.5190	1,239.04

Expense Approval Report

Payment Dates: 1/8/2025 - 1/21/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAJ ENTERPRISES LLC (ECO W...	8409	12/31/2024	Staff uniforms	101.4200.000.5175	332.25
XCEL ENERGY	900286799	12/31/2024	10.2024 Vista Pines electric	101.4200.000.5355	10.80
XCEL ENERGY	904474774	12/31/2024	11.2024 Vista Pines electric	101.4200.000.5355	11.18
XCEL ENERGY	908569502	12/31/2024	12.2024 Vista Pines electric	101.4200.000.5355	11.18
CINTAS CORPORATION	9302650382	12/31/2024	12.2024 AED agreement RV Pa...	101.4200.000.5310	134.42
THE BOELTER COMPANIES INC.	98336517B	12/31/2024	freight & install for casters at ...	101.4200.000.5190	357.45
THE BOELTER COMPANIES INC.	98395180	12/31/2024	casters for table at So Valley	101.4200.000.5190	130.00
BRITTANY MISKOWIEC	IGHPD-01082025	12/31/2024	Dept Wellness Check-Ins 12.2...	101.2000.000.5312	2,805.00
MUNICIPAL EMERGENCY SERV...	IN2179436	12/31/2024	nomexes flash hoods for firefi...	101.2200.000.5190	2,028.53
GEOTAB USA, INC.	IN413916	12/31/2024	Monthly ProPlus Plan 12.2024	101.2000.000.5395	283.43
EMERGENCY APPARATUS MA...	MP11252451G	12/31/2024	Parts for squad car	101.2200.000.5410	802.14
EMERGENCY AUTOMOTIVE TE...	MP11252451H	12/31/2024	Parts for squad car	101.2200.000.5410	107.30
CROSSINGS IGH LLC	1/14/2025	01/01/2025	Tax Abatement - 2nd 1/2 2024	101.0000.000.5490	93,908.95
TYLER TECHNOLOGIES, INC	025-486646	01/09/2025	2025 Tyler Fees-Finance & Util...	101.1800.000.5395	54,406.75
MN MAYOR'S ASSN	1/1/2025	01/09/2025	2025 MN Mayor's Assoc. Me...	101.1000.000.5335	30.00
MN RECREATION AND PARK A...	12/17/2024	01/09/2025	2025 MRPA memberships - 4 s...	101.4200.000.5335	564.41
MN RECREATION AND PARK A...	12/17/2024	01/09/2025	2025 MRPA memberships - 5 s...	101.4300.459.5335	564.45
UNIFIRST CORPORATION	1410113256	01/09/2025	2025 Street Uniforms	101.3200.000.5175	58.77
UNIFIRST CORPORATION	1410113256	01/09/2025	2025 Park Uniforms	101.4200.000.5175	29.37
EYEMED	166622005	01/09/2025	1.2025 Premium	101.0000.000.2018	282.50
EYEMED	166622007	01/09/2025	1.2025 Premium	101.0000.000.2019	4.65
TAHO SPORTSWEAR	24TS6314	01/09/2025	2025 T-shirts for youth volley...	101.4300.454.5190	560.75
LOCALITY MEDIA, INC.	3462	01/09/2025	2025 first due program renew...	101.2200.000.5395	9,765.00
MN GLOVE & SAFETY, INC.	350483	01/09/2025	2025 winter jacket	101.4200.000.5175	69.99
MN GLOVE & SAFETY, INC.	350507	01/09/2025	2025 Insulated Work Gloves	101.3200.000.5175	67.80
C2 LLC	INV-0624176	01/09/2025	2025 Annual Fees-Tracker Port...	101.1800.000.5395	5,820.00
TRI-STATE BOBCAT INC.	P31173	01/09/2025	2025 Saw safety gear	101.3200.000.5175	74.99
ICMA RETIREMENT TRUST - 4...	INV0209337	01/10/2025	457 -AGE <49	101.0000.000.2038	4,711.38
ICMA RETIREMENT TRUST - 4...	INV0209338	01/10/2025	457 -AGE <49 %	101.0000.000.2038	10,532.14
ICMA RETIREMENT TRUST - 4...	INV0209339	01/10/2025	457 -AGE 50+	101.0000.000.2038	1,150.29
ICMA RETIREMENT TRUST - 4...	INV0209340	01/10/2025	457 PLAN -AGE 50+ %	101.0000.000.2038	1,057.88
ICMA RETIREMENT TRUST - 4...	INV0209341	01/10/2025	457 - ROTH AGE <50	101.0000.000.2038	1,031.00
ICMA RETIREMENT TRUST - 4...	INV0209342	01/10/2025	457 - ROTH AGE <50 %	101.0000.000.2038	1,786.53
ICMA RETIREMENT TRUST - 4...	INV0209343	01/10/2025	457 - ROTH AGE 50+	101.0000.000.2038	20.00
AFSCME COUNCIL 5	INV0209344	01/10/2025	UNION DUES (AFSCME FULL S...	101.0000.000.2041	827.28
AFSCME COUNCIL 5	INV0209345	01/10/2025	UNION DUES (AFSCME FULL S...	101.0000.000.2041	45.96
MINNESOTA DEPARTMENT OF...	INV0209346	01/10/2025	CASE #001570640001	101.0000.000.2220	342.87
TEXAS STATE DISBURSEMENT...	INV0209347	01/10/2025	CASE #0012022247	101.0000.000.2220	230.77
MINNESOTA DEPARTMENT OF...	INV0209348	01/10/2025	CASE #001490481201	101.0000.000.2220	357.72
MINNESOTA DEPARTMENT OF...	INV0209349	01/10/2025	CASE #001563363401	101.0000.000.2220	426.85
WI SCTF (WI SUPPORT COLLEC...	INV0209350	01/10/2025	PARTICIPANT ID#0004986316	101.0000.000.2220	433.06
LELS	INV0209351	01/10/2025	UNION DUES (LELS LIEUTENA...	101.0000.000.2041	292.00
MEDSURETY ACH ONLY	INV0209352	01/10/2025	HSA ELECTION-FAMILY	101.0000.000.2031	4,188.42
MEDSURETY ACH ONLY	INV0209353	01/10/2025	HSA ELECTION-SINGLE	101.0000.000.2031	7,018.08
IGH PROFESSIONAL FIREFIGHT...	INV0209354	01/10/2025	UNION DUES (IAFF)	101.0000.000.2041	504.01
INTERNATIONAL UNION OF O...	INV0209355	01/10/2025	UNION DUES IUOE-49 REGUL...	101.0000.000.2041	245.00
INTERNATIONAL UNION OF O...	INV0209356	01/10/2025	UNION DUES IUOE-49 WORKI...	101.0000.000.2041	121.31
IUOE	INV0209357	01/10/2025	UNION DUES IUOE-70	101.0000.000.2041	1,839.00
LELS LOCAL #84	INV0209358	01/10/2025	UNION DUES (LELS)	101.0000.000.2041	2,482.00
MN STATE RETIREMENT SYST...	INV0209359	01/10/2025	MINNESOTA DEFERRED COM...	101.0000.000.2038	2,127.30
MN STATE RETIREMENT SYST...	INV0209360	01/10/2025	MINNESOTA DEFERRED COM...	101.0000.000.2038	872.38
MN STATE RETIREMENT SYST...	INV0209361	01/10/2025	457 ROTH IRA (AGE 49 & UND...	101.0000.000.2038	970.00
PERA	INV0209362	01/10/2025	PERA COORDINATED PLAN	101.0000.000.2225	50,436.38
PERA	INV0209363	01/10/2025	EMPLOYER SHARE (EXTRA PE...	101.0000.000.2225	3,879.76
PERA	INV0209364	01/10/2025	PERA DEFINED PLAN	101.0000.000.2225	15.77
PERA	INV0209365	01/10/2025	EMPLOYER SHARE (PERA DEF...	101.0000.000.2225	15.77
PERA	INV0209366	01/10/2025	PERA POLICE & FIRE PLAN	101.0000.000.2225	35,736.17
PERA	INV0209367	01/10/2025	EMPLOYER SHARE (POLICE & F...	101.0000.000.2225	53,604.25
ICMA RETIREMENT TRUST - 4...	INV0209368	01/10/2025	ROTH IRA (AGE 49 & UNDER)	101.0000.000.2039	3,750.45
ICMA RETIREMENT TRUST - 4...	INV0209369	01/10/2025	ROTH-AGE <49 %	101.0000.000.2039	109.15

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 4...	INV0209370	01/10/2025	ROTH IRA (AGE 50 & OVER)	101.0000.000.2039	588.46
LELS	INV0209371	01/10/2025	UNION DUES (LELS SGT)	101.0000.000.2041	511.00
EFTPS	INV0209372	01/10/2025	FEDERAL WITHHOLDING	101.0000.000.2213	75,530.91
MN DEPT OF REVENUE (PAYR...	INV0209373	01/10/2025	STATE WITHHOLDING	101.0000.000.2215	32,702.37
EFTPS	INV0209374	01/10/2025	MEDICARE WITHHOLDING	101.0000.000.2211	20,794.64
EFTPS	INV0209375	01/10/2025	SOCIAL SECURITY WITHHOLDI...	101.0000.000.2210	50,948.30
MID-STATES ORGANIZED CRI...	0251459-IN	01/16/2025	MOCIC 2025 Membership Dues	101.2000.000.5335	200.00
MN RECREATION AND PARK A...	03363	01/16/2025	2025 MRPA General & Awards...	101.4200.000.5340	29.50
MN RECREATION AND PARK A...	03363	01/16/2025	2025 MRPA General & Awards...	101.4300.459.5340	123.90
MINNESOTA CITY/COUNTY M...	1/1/2025	01/16/2025	2025 MCMA Annual Member...	101.1100.000.5335	249.94
UNIFIRST CORPORATION	1410115226	01/16/2025	Street Uniforms	101.3200.000.5175	50.77
UNIFIRST CORPORATION	1410115226	01/16/2025	Park Uniforms	101.4200.000.5175	21.37
MN COUNTY ATTORNEYS ASS...	200012555	01/16/2025	2025 Search Warrant Receipt ...	101.2000.000.5333	132.00
MUNICIPAL LEGISLATIVE CO...	2025-9	01/16/2025	2025 MLC Member Dues	101.1000.000.5335	9,055.00
METRO CITIES	2081	01/16/2025	2025 Membership Dues	101.1000.000.5335	10,583.00
ASPEN MILLS	345989	01/16/2025	New Officer Uniform - Keeton	101.2000.000.5175	2,199.84
MN GLOVE & SAFETY, INC.	350616	01/16/2025	Shirt & Jacket - Joe R	101.4200.000.5175	179.98
BUREAU OF CRIMINAL APPRE...	38458	01/16/2025	Death/Missing Person Training..	101.2000.000.5340	300.00
BUREAU OF CRIMINAL APPRE...	38459	01/16/2025	T. Nelson BCA Death & Missing..	101.2000.000.5340	300.00
LEADSONLINE LLC	414751	01/16/2025	Leads Online Subscription Ren...	101.2000.000.5395	4,620.00
DAKOTA UNLIMITED INC	415499	01/16/2025	Road Signs	101.3200.000.5125	867.46
LEAGUE OF MN CITIES	418779	01/16/2025	Membership Dues 1.1.2025 - ...	101.1000.000.5335	28,938.00
ABDO, LLP	500403	01/16/2025	2025 Progress Billing-2024 Au...	101.1800.000.5310	15,500.00
COMCAST	8772105910359526x010525	01/16/2025	cable invoice for Station 1	101.2200.000.5310	10.80
BILL HICKS & CO., LTD	8779334-00	01/16/2025	Ammunition Delivery	101.2000.000.5179	22,415.74
DAKOTA 911	AR-0000000392	01/16/2025	Dakota 911Capital Fees 1.2025	101.2000.000.5313	1,845.50
DAKOTA 911	AR-0000000392	01/16/2025	Dakota 911 1.2025	101.2000.000.5313	70,852.50
DAKOTA 911	AR-0000000392	01/16/2025	Dakota 911 Capital Fee 1.2025	101.2200.000.5313	1,845.50
DAKOTA 911	AR-0000000392	01/16/2025	Dakota 911 fee 1.2025	101.2200.000.5313	7,872.50
COMPASS PEER GROUPS	CPG-01.02.25	01/16/2025	Annual Membership	101.1100.000.5335	1,600.00
ENTERPRISE FM TRUST	FBN5216996	01/16/2025	Vehicle Lease 01.2025	101.2000.000.5430	15,483.74
JASON THOMAS CARDINAL	IGH25-1	01/16/2025	Employment background Pou...	101.2000.000.5310	422.50
INNOVATIVE OFFICE SOLUTIO...	IN4731139	01/16/2025	Sticky notes, note pads & plan...	101.2000.000.5105	56.72
INNOVATIVE OFFICE SOLUTIO...	IN4734117	01/16/2025	Notepad	101.2000.000.5105	8.16
INNOVATIVE OFFICE SOLUTIO...	IN4734393	01/16/2025	Folders & Pouches	101.2200.000.5105	85.57
INNOVATIVE OFFICE SOLUTIO...	IN4736197	01/16/2025	Daily reminder book	101.3100.000.5105	41.32
TARGET SOLUTIONS LEARNING	INV108725	01/16/2025	Guardian Tracker Software	101.2000.000.5395	2,589.00
GOVERNMENTJOBS.COM, INC.	INV-127868	01/16/2025	2025 Neogov Insight	101.1120.000.5395	10,454.82
WRAP TECHNOLOGIES, INC.	INV2683	01/16/2025	BolaWrap Battery Packs x4	101.2000.000.5190	257.80
SAFE-FAST, INC.	INV302541	01/16/2025	Chainsaw chaps, helmet, shirt	101.3200.000.5175	389.61
LEXIPOL LLC	INVLEX11244182	01/16/2025	2025 Lexipol annual subscripti...	101.2000.000.5395	18,538.89
ST PAUL STAMP WORKS INC	IV00569070	01/16/2025	Notary stamp	101.3100.000.5105	29.30
ROYAL CANIN USA INC	SIP004568740	01/16/2025	Food for K9 Officer Chase	101.2000.000.5180	190.38
COVERTTRACK GROUP INC	SOCT009764	01/16/2025	Stealth Tracking Service Rene...	101.2000.000.5395	1,200.00
TRACKER PRODUCTS LLC	TPINV-004717	01/16/2025	SAFE Cloud Based Licenses (2)	101.2000.000.5395	4,490.40
Fund 101 - GENERAL FUND Total:					886,255.47

Fund: 201 - C.V.B. FUND

RADANT, KAYLEE MARIE	1/8/2025	12/31/2024	Holiday in the Heights - 2nd pl...	201.5600.000.5490	150.00
STRANDLOF, JOSEPH	1/8/2025	12/31/2024	Holiday in the Heights - 3rd Pl...	201.5600.000.5490	100.00
BEDELL, REBECCA	1/8/2025	12/31/2024	Holiday in the Heights - 1st Pla...	201.5600.000.5490	250.00
RIVER HEIGHTS CHAMBER OF ...	103531	12/31/2024	CVB Health Insurance reimbur...	201.5600.000.5310	250.00
RIVER HEIGHTS CHAMBER OF ...	103531	12/31/2024	CVB Service Contract 12.2024 -...	201.5600.000.5310	300.00
RIVER HEIGHTS CHAMBER OF ...	103531	12/31/2024	CVB Service Contract 12.2024 -...	201.5600.000.5310	6,312.33
RIVER HEIGHTS CHAMBER OF ...	103531	12/31/2024	2024 CVB Annual Administrati...	201.5600.000.5310	40.00
RIVER HEIGHTS CHAMBER OF ...	103531	12/31/2024	CVB Cell Phone reimbursemen...	201.5600.000.5320	75.00
GREENSPRING MEDIA GROUP	2024ci-6724	12/31/2024	CVB Advertisements 11.2024	201.5600.000.5330	1,350.00
CATHERINE PIEPER	9229	12/31/2024	Web maintenance, Custom De...	201.5600.000.5310	181.50
CATHERINE PIEPER	9229	12/31/2024	Google & Facebood Ad Campa...	201.5600.000.5330	477.00
STAR TRIBUNE	I00501840-12152024	12/31/2024	Visit IGH 11 & 12.24 Campaign	201.5600.000.5330	3,000.00
MINNESOTA ASSOCIATION OF...	1248	01/16/2025	2025 MACVB membership ren...	201.5600.000.5335	450.00

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GREENSPRING MEDIA GROUP	2024ci-6773	01/16/2025	2025 CVB Advertisements - Off..	201.5600.000.5330	2,225.00
EXPLORE MINNESOTA TOURI...	9YTDZKMK	01/16/2025	2025 Tourism conference regi...	201.5600.000.5340	250.00
CONSTANT CONTACT, INC.	J07BGIGBB825	01/16/2025	Standard subscription	201.5600.000.5335	630.00
				Fund 201 - C.V.B. FUND Total:	16,040.83

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

TOTAL CONSTRUCTION & EQU...	040553	12/31/2024	2024 wire new scoreboard	205.4440.000.5400	1,964.26
CULLIGAN	157011438908X123124	12/31/2024	Softener salt	205.4420.000.5125	315.27
CULLIGAN	157011438908X123124	12/31/2024	Softener salt	205.4430.000.5125	210.18
CULLIGAN	157011438908X123124	12/31/2024	Softener salt	205.4440.000.5125	168.90
CULLIGAN	157011438908X123124	12/31/2024	Softener salt	205.4450.481.5125	56.30
LVC COMPANIES, INC.	159221	12/31/2024	2024 Annual fire ext svc & ma...	205.4420.000.5310	2,047.41
LVC COMPANIES, INC.	159221	12/31/2024	2024 Annual fire ext svc & ma...	205.4430.000.5310	1,364.94
LVC COMPANIES, INC.	159221	12/31/2024	2024 Annual fire ext svc & ma...	205.4440.000.5310	2,559.26
LVC COMPANIES, INC.	159221	12/31/2024	2024 Annual fire ext svc & ma...	205.4450.481.5310	853.09
DANIEL BAUER - TRUE MECH...	1781	12/31/2024	12.2024 Boiler operation check	205.4420.000.5310	405.00
TOTAL CONSTRUCTION & EQU...	36261B	12/31/2024	Remaining balance for invoice...	205.4420.000.5400	0.10
CINTAS CORPORATION	9302651450	12/31/2024	12.2024 AED agreement VMCC	205.4440.000.5310	537.68
GRAINGER	9348421141	12/31/2024	Multi-tool	205.4420.000.5160	32.72
GRAINGER	9348421141	12/31/2024	Multi-tool	205.4430.000.5160	21.82
GRAINGER	9348421141	12/31/2024	Multi-tool	205.4440.000.5160	40.90
GRAINGER	9348421141	12/31/2024	Multi-tool	205.4450.481.5160	13.64
GRAINGER	9348421158	12/31/2024	Knee pads	205.4420.000.5175	39.23
GRAINGER	9348421158	12/31/2024	Knee pads	205.4430.000.5175	26.15
GRAINGER	9358253897	12/31/2024	Portable air compressor	205.4420.000.5160	91.16
GRAINGER	9358253897	12/31/2024	Portable air compressor	205.4430.000.5160	60.77
GRAINGER	9358253897	12/31/2024	Portable air compressor	205.4440.000.5160	113.95
GRAINGER	9358253897	12/31/2024	Portable air compressor	205.4450.481.5160	37.98
ONSITE PARTNERS PROJECTCO..	INV-0310	12/31/2024	12.2024 solar panel fees	205.4420.000.5355	527.66
ONSITE PARTNERS PROJECTCO..	INV-0310	12/31/2024	12.2024 solar panel fees	205.4430.000.5355	351.78
ONSITE PARTNERS PROJECTCO..	INV-0310	12/31/2024	12.2024 solar panel fees	205.4440.000.5355	747.09
ONSITE PARTNERS PROJECTCO..	INV-0310	12/31/2024	12.2024 solar panel fees	205.4450.481.5355	249.03
TOTAL MECHANICAL SERVICES...	S12905	12/31/2024	2024 repairs & replacement of...	205.4440.000.5400	3,826.54
MEDICINE LAKE TOURS	1/2/2025	01/09/2025	2025 TIS Trip payment Chanha...	205.4450.480.5343	2,800.00
MEI TOTAL ELEVATOR SOLUTI...	1108552	01/09/2025	2025 Elevator annual svc - VM...	205.4410.470.5310	124.35
MEI TOTAL ELEVATOR SOLUTI...	1108552	01/09/2025	2025 Elevator annual svc - VM...	205.4420.000.5310	559.55
MEI TOTAL ELEVATOR SOLUTI...	1108552	01/09/2025	2025 Elevator annual svc - VM...	205.4430.000.5310	559.55
MN RECREATION AND PARK A...	12/17/2024	01/09/2025	2025 MRPA memberships - 8 s...	205.4410.470.5335	911.73
MN RECREATION AND PARK A...	12/17/2024	01/09/2025	2025 MRPA memberships - Su...	205.4420.000.5335	217.08
PERFECTION PLUS, INC	315772	01/09/2025	01.2025 cleaning svcs	205.4410.470.5310	691.28
PERFECTION PLUS, INC	315772	01/09/2025	01.2025 cleaning svcs	205.4420.000.5310	3,110.71
PERFECTION PLUS, INC	315772	01/09/2025	01.2025 cleaning svcs	205.4430.000.5310	3,110.71
DAXKO ACQUISITION CORPO...	INV299180	01/09/2025	2025 GroupEx Pro app & maint	205.4430.000.5395	1,480.00
MN RECREATION AND PARK A...	03363	01/16/2025	2025 MRPA General & Awards...	205.4410.470.5340	132.75
MN RECREATION AND PARK A...	03363	01/16/2025	2025 MRPA General & Awards...	205.4410.472.5340	59.00
APEC	125996	01/16/2025	Filters for VMCC	205.4420.000.5125	59.26
APEC	125996	01/16/2025	Filters for VMCC	205.4430.000.5125	39.50
APEC	125996	01/16/2025	Filters for VMCC	205.4440.000.5125	74.07
APEC	125996	01/16/2025	Filters for VMCC	205.4450.481.5125	24.69
PUSH PEDAL PULL	395792	01/16/2025	repair to stepper	205.4430.000.5405	314.40
MIAMA	585-1	01/16/2025	2025 MIAMA membership	205.4440.000.5335	250.00
HAWKINS, INC.	6953612	01/16/2025	pool chemicals	205.4420.000.5135	5,732.19
				Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:	36,913.63

Fund: 270 - HOST COMMUNITY FUND

DAKOTA CTY FINANCIAL SVCS	12/19/2024	12/31/2024	2024 Waste disposal	270.5900.000.5389	1,050.27
SHORT ELLIOTT HENDRICKSON..	488046	12/31/2024	12.2024 boat ramp svcs	270.4200.000.5310	934.57
				Fund 270 - HOST COMMUNITY FUND Total:	1,984.84

Fund: 401 - PARK CAPITAL IMPROVEMENT FUND

SHORT ELLIOTT HENDRICKSON..	480534	12/31/2024	12.2024 Swing Bridge lighting	401.4210.000.5310	542.90
				Fund 401 - PARK CAPITAL IMPROVEMENT FUND Total:	542.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
JL THEIS, INC.	12/18/2024	12/31/2024	2024 final billing & retainage -...	402.4210.000.5610	7,602.77
JL THEIS, INC.	12/18/2024	12/31/2024	2024 final billing & retainage -...	402.4210.000.5610	11,304.00
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					18,906.77
Fund: 436 - 117TH STREET RECONSTRUCTION					
NADEAU COMPANIES, LLC.	1/2/2025	12/31/2024	Pay Voucher #2 - Clearing & G...	436.3210.000.5310	13,445.04
SRF CONSULTING GROUP, INC	16424.02-3	12/31/2024	Advance Clear & Grub Contrac...	436.3210.000.5310	1,160.52
Fund 436 - 117TH STREET RECONSTRUCTION Total:					14,605.56
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
MCNAMARA CONTRACTING I...	1/2/2025	12/31/2024	Pay Voucher 002	440.3210.000.5610	188,101.71
SHORT ELLIOTT HENDRICKSON..	480476	12/31/2024	Babcock Trail Final Design	440.3210.000.5310	6,522.19
SHORT ELLIOTT HENDRICKSON..	480527	12/31/2024	2026 PMI South Feasibility 12...	440.3210.000.5310	22,603.78
WSB & ASSOCIATES, INC.	R-024941-000-5	12/31/2024	Delano & Dempsey Way Const...	440.3210.000.5310	1,286.00
WSB & ASSOCIATES, INC.	R-025327-000-3	12/31/2024	Construction Staking 11.2024	440.3210.000.5310	744.00
WSB & ASSOCIATES, INC.	R-025331-000-3	12/31/2024	96th & 99th Street Constructi...	440.3210.000.5310	744.00
WSB & ASSOCIATES, INC.	R-025333-000-4	12/31/2024	Bixby Way Construction Staki...	440.3210.000.5310	186.00
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					220,187.68
Fund: 510 - WATER-OPERATING FUND					
OXYGEN SERVICE COMPANY, ...	0008795717	12/31/2024	Compressed Nitrogen for Wat...	510.7100.000.5150	80.64
CITY OF EAGAN	12/31/2024	12/31/2024	4th Qtr 2024-Water-Eagan JPA	510.7100.000.5361	71,561.93
WATER CONSERVATION SERV...	14564	12/31/2024	Leak Detection for Water Main..	510.7100.000.5415	358.82
FIRST IMPRESSION GROUP	162429B	12/31/2024	2024 Water Customer Mailings	510.7100.000.5333	1,860.00
CITY OF BLOOMINGTON	24482	12/31/2024	Bacteria Samples 11.2024	510.7100.000.5310	602.00
GOPHER STATE ONE-CALL	4120494	12/31/2024	12.2024 Locate Tickets	510.7100.000.5310	240.30
HAWKINS, INC.	6949672	12/31/2024	Water Plant Chemicals	510.7100.000.5135	2,019.20
LONE OAK COMPANIES	96017	12/31/2024	12.2024 Reminder Letters (50...	510.7100.000.5310	209.87
LONE OAK COMPANIES	96018	12/31/2024	12.2024 UT Billing (50%)	510.7100.000.5310	979.60
BAUER SERVICES OF WELCH L...	01032025-7000	01/09/2025	2025 Water Main Break Repai...	510.7100.000.5415	4,752.50
ASSURE CO RISK MANAGEME...	13866	01/09/2025	2025 Water Plant Compliance...	510.7100.000.5310	4,200.00
SUSA	2025	01/09/2025	2025 SUSA Membership - Joh...	510.7100.000.5335	250.00
MCGOUGH CONSTRUCTION	1/9/2025	01/16/2025	2025 Permit #2413-Less Sales ...	510.0000.000.2205	-15.40
MCGOUGH CONSTRUCTION	1/9/2025	01/16/2025	2025 Permit #2413-Original D...	510.0000.000.2350	1,500.00
MCGOUGH CONSTRUCTION	1/9/2025	01/16/2025	2025 Permit #2413-Less Water..	510.7100.000.4720	-216.20
MN DEPT OF LABOR & INDUS...	ALR0171333X	01/16/2025	2025 Annual Elevator Permit	510.7100.000.5335	100.00
USABUEBOOK	INV00586110	01/16/2025	Water plant maintenance kit ...	510.7100.000.5150	295.19
BATTERIES PLUS	P79260096	01/16/2025	12v battery for water plant	510.7100.000.5150	32.25
CORE & MAIN LP	W264166	01/16/2025	Omni C2 water meter	510.7100.000.5158	1,907.65
Fund 510 - WATER-OPERATING FUND Total:					90,718.35
Fund: 511 - WATER-CAPITAL FUND					
CITY OF EAGAN	11/4/2024B	12/31/2024	Additional Payment 10.2024	511.0000.000.2206	40.00
Fund 511 - WATER-CAPITAL FUND Total:					40.00
Fund: 520 - SEWER-OPERATING FUND					
CITY OF EAGAN	12/31/2024	12/31/2024	4th Qtr 2024-Sewer-Eagan JPA	520.7200.000.5371	79,695.45
MN GLOVE & SAFETY, INC.	350463	12/31/2024	Shirt & Rain Jacket - Scott	520.7200.000.5175	104.98
MN GLOVE & SAFETY, INC.	350464	12/31/2024	Shirt & Pants - Al	520.7200.000.5175	189.97
MN GLOVE & SAFETY, INC.	350467	12/31/2024	Long Sleeve - Gerald	520.7200.000.5175	29.99
MN GLOVE & SAFETY, INC.	350472	12/31/2024	High Visibility Shirts - Chris	520.7200.000.5175	53.85
LONE OAK COMPANIES	96017	12/31/2024	12.2024 Reminder Letters (50...	520.7200.000.5310	209.86
LONE OAK COMPANIES	96018	12/31/2024	12.2024 UT Billing (50%)	520.7200.000.5310	979.60
METROPOLITAN COUNCIL	0001181381	01/09/2025	02.2025 MCES Sewer Charges	520.7200.000.5373	202,840.87
Fund 520 - SEWER-OPERATING FUND Total:					284,104.57
Fund: 530 - STORM WATER-OPERATING					
NIEBUR TRACTOR & EQUIPM...	01-202737	12/31/2024	Cutters	530.7300.000.5160	2,399.98
CITY OF EAGAN	12/31/2024	12/31/2024	4th Qtr 2024-Stormwater-Eag...	530.7300.000.5381	7,319.59
LEAGUE OF MN CITIES	419918	01/16/2025	2025 LMC MN Cities Stormwa...	530.7300.000.5335	1,830.00
Fund 530 - STORM WATER-OPERATING Total:					11,549.57
Fund: 550 - INVER WOOD GOLF COURSE					
PERFORMANCE FOOD GROUP ...	74016151	10/22/2024	cup lids returned	550.7600.000.5197	-42.43

Expense Approval Report

Payment Dates: 1/8/2025 - 1/21/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MTI DISTRIBUTING CO	1451633-00	12/31/2024	irrigation parts	550.7700.000.5150	67.33
PERFORMANCE FOOD GROUP ...	74650451	12/31/2024	Food for resale not billed in 10...	550.7600.000.5197	73.18
CINTAS CORPORATION	9302651118	12/31/2024	12.2024 AED agreement	550.7600.000.5310	216.25
MN DEPT OF HEALTH	1/7/2025	01/09/2025	2025 GC Operating License	550.7600.000.5335	685.00
MN RECREATION AND PARK A...	12/17/2024	01/09/2025	2025 MRPA memberships - A...	550.7600.000.5335	10.85
ABBY SWENSON	15345	01/09/2025	2025 ad in Great Places MN	550.7600.000.5330	200.00
SAVATREE	000771566	01/16/2025	Tree removal	550.7700.000.5310	4,941.31
MN RECREATION AND PARK A...	03363	01/16/2025	2025 MRPA General & Awards...	550.7600.000.5340	2.95
UNIFIRST CORPORATION	1410113258	01/16/2025	GC uniforms	550.7700.000.5175	41.31
MTI DISTRIBUTING CO	1411863-01	01/16/2025	2025 Toro cellular plan for GPS...	550.7700.000.5395	2,438.43
Fund 550 - INVER WOOD GOLF COURSE Total:					8,634.18

Fund: 602 - RISK MANAGEMENT

LEAGUE OF MN CITIES INS TR...	23749	01/09/2025	2025 W/C Deductible #506810	602.8200.000.5474	457.92
Fund 602 - RISK MANAGEMENT Total:					457.92

Fund: 603 - CENTRAL EQUIPMENT

NUSS TRUCK AND EQUIPMENT	PSO164601-2	12/31/2024	Returned parts	603.8300.000.5410	-13.43
OXYGEN SERVICE COMPANY, ...	0003605708	12/31/2024	Industrial oxygen for shop	603.8300.000.5150	17.98
NORTH AMERICAN TRAILER S...	030004236704	12/31/2024	F550 plugs & sockets	603.8300.000.5410	112.72
EMERGENCY APPARATUS MA...	133592	12/31/2024	Fire truck vacuum discharge l...	603.8300.000.5410	2,341.83
EMERGENCY APPARATUS MA...	133593	12/31/2024	Fire truck intake valve leak re...	603.8300.000.5410	320.62
EMERGENCY APPARATUS MA...	134259	12/31/2024	Fire Truck Primer Inspection	603.8300.000.5410	240.78
UNIFIRST CORPORATION	1410111575	12/31/2024	Uniforms Mechanics	603.8300.000.5175	35.15
UNIFIRST CORPORATION	1410111575	12/31/2024	Shop Rentals	603.8300.000.5430	153.91
LVC COMPANIES, INC.	159612	12/31/2024	Repair leaks at PW cold storage	603.8300.000.5400	2,877.37
GYRO-TRAC CORPORATION	38911	12/31/2024	Mulching blades	603.8300.000.5405	1,490.81
TOTAL CONSTRUCTION & EQU...	41547	12/31/2024	Electric forklift receptacle disc...	603.8300.000.5605	2,185.20
DELEGARD TOOLS	444362/1	12/31/2024	Impact socket set	603.8300.000.5160	71.54
TOWMASTER TRAILERS INC	474233	12/31/2024	Misc. dump truck parts	603.8300.000.5410	635.83
MAUER CHEVROLET	5103655	12/31/2024	Ford 2500 lights	603.8300.000.5410	44.05
INVER GROVE FORD	5352497	12/31/2024	Headlining clamp for Squad car	603.8300.000.5410	50.95
BIG TOP RENTAL, INC.	80402	12/31/2024	Public Works outhouse rental ...	603.8300.000.5430	70.00
CINTAS CORPORATION	9302643984	12/31/2024	2024 AED Agreement	603.8300.000.5310	130.50
GRAINGER	9349232349	12/31/2024	Shrink wrap	603.8300.000.5125	48.22
INTERSTATE POWER SYSTEMS,...	C001214128-01	12/31/2024	Fire truck metering units & inj...	603.8300.000.5410	761.58
INTERSTATE POWER SYSTEMS,...	C001214189-01	12/31/2024	Credit for returned parts	603.8300.000.5410	-56.00
THE MANITOWOC COMPANY, ...	ESA001659-1	12/31/2024	New air compressor 2024 repl...	603.8300.000.5615	39,650.00
FAIRCHILD EQUIPMENT, INC.	ESA003035-1	12/31/2024	Electric Forklift 2024 Replace...	603.8300.000.5615	68,265.60
UNIFIRST CORPORATION	1410113256	01/09/2025	2025 Mechanic Uniforms	603.8300.000.5175	45.15
UNIFIRST CORPORATION	1410113256	01/09/2025	2025 Shop Rentals	603.8300.000.5430	178.26
PERFECTION PLUS, INC	315772	01/09/2025	01.2025 cleaning svcs	603.8300.000.5310	521.62
CINTAS CORPORATION	4217080289	01/09/2025	2025 Maintenance Building R...	603.8300.000.5430	437.73
TRI-STATE BOBCAT INC.	P30977	01/09/2025	2025 Skid loader filter kit	603.8300.000.5405	146.35
BEAUDRY OIL & SERVICE INC	1121271	01/16/2025	Fuel	603.8300.000.5130	12,655.40
BEAUDRY OIL & SERVICE INC	1121272	01/16/2025	Diesel Fuel	603.8300.000.5130	9,809.12
UNIFIRST CORPORATION	1410115226	01/16/2025	Mechanic Uniforms	603.8300.000.5175	35.15
UNIFIRST CORPORATION	1410115226	01/16/2025	Shop Rental	603.8300.000.5430	164.35
LVC COMPANIES, INC.	159202	01/16/2025	2025 Annual fire ext testing &...	603.8300.000.5400	1,004.47
HANCO CORPORATION	189632-00	01/16/2025	Mower tires	603.8300.000.5405	289.17
INVER GROVE FORD	5352611	01/16/2025	Unmarked squad car wheel h...	603.8300.000.5410	222.53
INVER GROVE FORD	5352626	01/16/2025	Wheel hub return	603.8300.000.5410	-204.70
NORTHERN SAFETY TECHNOL...	58754	01/16/2025	Altima #1 vehicle outfitting	603.8300.000.5621	1,256.23
NORTHERN SAFETY TECHNOL...	58755	01/16/2025	Altima #2 vehicle outfitting	603.8300.000.5621	1,256.23
NORTHERN SAFETY TECHNOL...	58756	01/16/2025	Altima #3 vehicle outfitting	603.8300.000.5621	1,256.23
SNAP-ON INDUSTRIAL	ARV/63528878	01/16/2025	Multi piece tool sets	603.8300.000.5160	80.85
INNOVATIVE OFFICE Solutio...	IN4737592	01/16/2025	Calendars & Appointment Bo...	603.8300.000.5190	63.09
MACQUEEN EMERGENCY GR...	P12007	01/16/2025	2025 Fire truck tag (+ freight)	603.8300.000.5410	20.22
TRI-STATE BOBCAT INC.	P31038	01/16/2025	Skid loader exhaust fluid tank	603.8300.000.5405	1,829.34
TRI-STATE BOBCAT INC.	P31172	01/16/2025	Toolcat lights	603.8300.000.5405	120.68

Expense Approval Report

Payment Dates: 1/8/2025 - 1/21/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NUSS TRUCK AND EQUIPMENT	PSO164698-1	01/16/2025	Dump truck switch (+ freight)	603.8300.000.5410	127.72
Fund 603 - CENTRAL EQUIPMENT Total:					150,750.40
Fund: 605 - CITY FACILITIES					
TOTAL CONSTRUCTION & EQU...	040554	12/31/2024	2024 WTP Fire Alarm retrofit	605.8500.000.5605	16,924.33
CULLIGAN	157985030228X123124	12/31/2024	Softener salt	605.8500.000.5125	163.50
GILBERT MECHANICAL CONTR...	254966	12/31/2024	boiler repair at FS #2	605.8500.000.5400	3,155.00
TWIN CITY GARAGE DOOR	386310762	12/31/2024	Repairs to FS #2 garage door	605.8500.000.5400	202.27
CINTAS CORPORATION	9302671834	12/31/2024	12.2024 AED agreement CH	605.8500.000.5310	270.00
ONSITE PARTNERS PROJECTCO...	INV-0310	12/31/2024	12.2024 solar panel fees	605.8500.000.5355	532.78
GIP III ZEPHYR ACQUISITION P...	INVRGRV-12501	12/31/2024	11.2024 Solar Garden Fees	605.8500.000.5357	12,941.95
GIP III ZEPHYR ACQUISITION P...	INVRGRV-22501	12/31/2024	11.2024 Solar Panels	605.8500.000.5357	3,800.14
MEI TOTAL ELEVATOR SOLUTI...	1108552	01/09/2025	2025 Elevator annual svc -CH/...	605.8500.000.5310	3,730.47
MN RECREATION AND PARK A...	12/17/2024	01/09/2025	2025 MRPA memberships - 3 s...	605.8500.000.5335	336.48
PERFECTION PLUS, INC	315772	01/09/2025	01.2025 cleaning svcs	605.8500.000.5310	5,133.19
HILLYARD INC	605701029	01/09/2025	2025 misc cleaning liquids, glo...	605.8500.000.5125	1,104.66
MN RECREATION AND PARK A...	03363	01/16/2025	2025 MRPA General & Awards...	605.8500.000.5340	5.90
HUEBSCH SERVICES	20376956	01/16/2025	lobby mats	605.8500.000.5430	188.15
GRAINGER	9365436444	01/16/2025	Vbelts for FS #1	605.8500.000.5125	16.66
MN DEPT OF LABOR & INDUS...	ABR0344835X	01/16/2025	2025 Pressure Vessel license F...	605.8500.000.5335	10.00
Fund 605 - CITY FACILITIES Total:					48,515.48
Fund: 606 - TECHNOLOGY FUND					
LOCAL GOVERNMENT INFOR...	108034	12/31/2024	Soft Tokens (2): Janet Shefchik...	606.8600.000.5395	240.00
LOCAL GOVERNMENT INFOR...	108035	12/31/2024	PD Gopher State Locates 10.2...	606.8600.000.5310	21.60
LOCAL GOVERNMENT INFOR...	108036	12/31/2024	PD Network Services Through ...	606.8600.000.5310	740.00
INSIGHT PUBLIC SECTOR	1101235744	12/31/2024	Office 365 Monthly License 12...	606.8600.000.5395	2,340.75
CONSOLIDATED COMMUNICA...	12/15/2024	12/31/2024	Monthly Phone bill 12.2024	606.8600.000.5320	1,032.18
ZAYO GROUP, LLC	21145029	12/31/2024	Multi-site Phones 12.23.2024	606.8600.000.5320	1,468.19
VERIZON WIRELESS	6101911340	12/31/2024	Monthly Cell Phone 12.2024	606.8600.000.5320	425.12
LOCAL GOVERNMENT INFOR...	92018	12/31/2024	PD Gopher State Locates 8.20...	606.8600.000.5310	37.80
LOCAL GOVERNMENT INFOR...	98017	12/31/2024	PD Network Services 01.01.20...	606.8600.000.5310	1,927.50
LOCAL GOVERNMENT INFOR...	98019	12/31/2024	Gopher State Locates 10.2024	606.8600.000.5310	48.60
LOCAL GOVERNMENT INFOR...	98019	12/31/2024	MP NexLevel Inv 1357360, 3rd...	606.8600.000.5395	1,240.68
CADD ENGR SUPPLY, INC.	INV168288	12/31/2024	Printer paper rolls	606.8600.000.5105	446.07
BARCODES ACQUISITION, INC.	INV7458749	12/31/2024	ID Card Printer, and 4 years Tr...	606.8600.000.5160	2,876.58
SPOK, INC.	J0317493M	12/31/2024	Monthly Translation Svcs 12.2...	606.8600.000.5395	5.49
QUADIENT LEASING USA, INC.	Q1649848	12/31/2024	Postage Lease 10.26.2024-1.2...	606.8600.000.5430	846.21
MARCO TECHNOLOGIES, LLC	38284854	01/16/2025	Printers & Copiers Contract 1...	606.8600.000.5430	1,867.28
US INTERNET	4889766	01/16/2025	Email filtering software 1.2025	606.8600.000.5395	230.00
BARCODES ACQUISITION, INC.	INV7456784	01/16/2025	ID Badges & CloudBadging Su...	606.8600.000.5615	1,619.88
Fund 606 - TECHNOLOGY FUND Total:					17,413.93
Fund: 702 - ESCROW FUND					
BOLTON & MENK, INC.	0352630	12/31/2024	Construction Oversight 11.20...	702.3100.272.2050	14,085.50
NORTH LAKES INVESTMENT L...	12/13/2024	01/16/2025	Escrow Release	702.3100.222.2050	4,350.00
SHORT ELLIOTT HENDRICKSON..	480606	01/16/2025	Design Review - Northside W...	702.3100.321.2050	412.00
Fund 702 - ESCROW FUND Total:					18,847.50
Grand Total:					1,826,469.58



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: January 27, 2025

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 1.27.25 (hires-terms)



Request for Council Action

SUBJECT: **Amendment to the 2025 City Council Meeting Schedule**

MEETING DATE: January 27, 2025

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to adopt a revised 2025 City Council Meeting Schedule, making changes to the planned meeting on February 3, 2025.

BACKGROUND

The City Council is asked to amend the previously adopted 2025 meeting schedule to replace the February 3 work session, which was to begin at 6:00 p.m. at City Hall, with a City Council goal-setting retreat, to begin at 3:00 p.m. at Fire Station #2, 9200 Courthouse Boulevard. The retreat shall be open to the public and an agenda shall be published in advance in accordance with standard City procedures.

FISCAL IMPACT

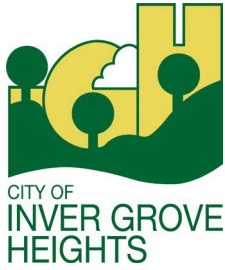
None

RECOMMENDATION

Staff recommends amending the 2025 City Council Meeting Schedule as noted above.

ATTACHMENTS

1. 2025 IGH City Council Meeting Schedule - Revised 1-27-2025



2025 City Council Meeting Schedule

Regular Council Meetings are typically held on the 2nd and 4th Mondays of the month and start at 6:00 p.m. Council Work Sessions are typically held on the 1st Monday of the month and also start at 6:00 p.m.

However, meeting dates and times are subject to change due to holidays, Council availability and the business needs of the City.

Unless otherwise posted, meetings take place in the Council Chambers at City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN, 55077.

January

- 6** Regular Meeting
- 13** Work Session
- 27** Regular Meeting

February

- 3** City Council Retreat
- 10** Regular Meeting
- 24** Regular Meeting

March

- 3** Work Session
- 10** Regular Meeting
- 24** Regular Meeting

April

- 7** Work Session
- 14** Regular Meeting
- 28** Regular Meeting

May

- 5** Work Session
- 12** Regular Meeting
- 19** Commission Appointments
- 27** Regular Meeting*

June

- 2** Work Session
- 9** Regular Meeting
- 23** Regular Meeting

July

- 7** Work Session
- 14** Regular Meeting
- 21** Budget Workshop
- 28** Regular Meeting

August

- 4** Work Session
- 11** Regular Meeting
- 25** Regular Meeting

September

- 2** Work Session*
- 8** Regular Meeting
- 22** Regular Meeting

October

- 6** Work Session
- 13** Regular Meeting
- 27** Regular Meeting

November

- 3** Work Session
- 10** Regular Meeting
- 24** Regular Meeting

December

- 8** Regular Meeting
- 15** Regular Meeting

* = Meetings moved to Tuesday to avoid Monday holidays.



Request for Council Action

SUBJECT: **Approval of Charitable Gambling Raffle by Church of St. Patrick**

MEETING DATE: January 27, 2025

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to approve the attached application authorizing a charitable gambling raffle by the Church of St. Patrick, 3535 72nd Street E, Inver Grove Heights, to be held June 1 - 30, 2025.

BACKGROUND

The raffle is an annual calendar raffle and the church would like to start selling the calendars beginning on April 1, 2025.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends Council approval for the Church of St. Patrick to hold a charitable gambling raffle.

ATTACHMENTS

1. LG220 Application for Exempt Permit - Church of St Patrick Raffle

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Church of St. Patrick

Previous Gambling Permit Number: X- 19086-23-033

Minnesota Tax ID Number, if any: 9110954

Federal Employer ID Number (FEIN), if any: 41-0837975

Mailing Address: 3535 72nd Street East

City: Inver Grove Heights State: MN Zip: 55076 County: Dakota

Name of Chief Executive Officer (CEO): Fr. Brian Fier

CEO Daytime Phone: 651-455-6624 CEO Email: bfier@churchofstpatrick.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): bcollins@churchofstpatrick.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal

☒ Religious

☐ Veterans

☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Church of St. Patrick

Physical Address (do not use P.O. box): 3535 72nd Street East

Check one:

☒ City: Inver Grove Heights Zip: 55076 County: Dakota

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): June 1, 2025

Check each type of gambling activity that your organization will conduct:

☐ Bingo

☐ Paddlewheels

☐ Pull-Tabs

☐ Tipboards

☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Fr. Brian Fier Date: 12/31/24
(Signature must be CEO's signature; designee may not sign)

Print Name: Fr. Brian Fier

REQUIREMENTS**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

BINGO AND RAFFLE – Checklist for Excluded/Exempt Permits

The purpose of this form is to help your organization conduct excluded/exempt gambling in compliance with the requirements listed below. Exempt and Excluded activities cannot be conducted in the same calendar year. The five forms of lawful gambling are bingo, paddlewheels, pull-tabs, raffles and tipboards. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the *Lawful Gambling Manual*; 3) the online class, *"Conduct of Raffles"*; and 4) the *phone number and email address* of your county's Licensing (license, permits and leases) and Compliance (conduct and reporting) Specialists.

Check Box	RAFFLES
✓	1. Tickets are printed in accordance with MN Rule 7861.0310.
✓	2. Tickets contain the sequential number of the raffle ticket. Theatre style tickets may be used. (349.173)
✓	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)
✓	4. The organization must pay in full or otherwise become the owner of all prizes prior to the raffle drawing, except for raffles with gross receipts of \$60 or less. (7861.0260)
✓	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)
✓	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)
✓	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)
✓	8. Cash must not be substituted for merchandise prizes that have been won. (7861.0260 Subp. 4C(2))
✓	9. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)
✓	10. Only cash, personal checks, cashier's checks, money orders, travelers' checks, and debit cards may be accepted for the purchase of tickets (NO CREDIT CARDS – NO INTERNET SALES). (349.2127) (7861.0260)
✓	11. The method of winner selection cannot be manipulated or based on the outcome of an event not under the organization's control. (349.173)
✓	12. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
✓	13. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
✓	14. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
✓	15. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
✓	16. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
	BINGO
	1. Clear and legible house rules in accordance with MN Rule 7861.0270 are prominently posted at the point of winner selection.
	2. House rules include the policy on declaring bingo and last number called. (7861.0270 Subp. 2A(1))
	3. House rules include the reasons for potentially cancelling bingo occasions. (7861.0270 Subp. 2A(1))
	4. All sales must be on a cash basis and take place at the permitted premises during or immediately prior to the bingo occasion. (NO CREDIT CARDS – NO INTERNET SALES) (7861.0270 Subp. 5B(1))
	5. Bingo paper must not be offered for free or discounted unless the price is reduced with a coupon. (7861.0270 Subp. 5B(7))
	6. Bingo balls must be available for inspection by at least one player before the occasion begins to determine that all are present and in operating condition. (7861.0270 Subp. 3A)
	7. No reservation of bingo cards or bingo paper for any person (7861.0270 Subp. 3F)
	8. Bingo records (including bingo program) must be kept for 3½ years. (7861.0270 Subp. 11)
	BINGO AND RAFFLES
	1. Gambling records must be kept for 3½ years. (7861.0310)
	2. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 Subd. 3a) (349.12 Subd. 25) (mn.gov/gcb/faq-exemptexcluded.html) and (mn.gov/gcb/assets/infosheetspendinggamblingfunds.pdf)

How You May Spend Gambling Funds	How You May Not Spend Gambling Funds
Allowable expenses - Gambling funds may be spent for allowable expenses, such as: • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose): • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public) or active military personnel in need; • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements).	1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

ARCHDIOCESE
OF
SAINT PAUL &
MINNEAPOLIS

OFFICE OF THE CHANCELLOR FOR CIVIL AFFAIRS

January 15, 2019

Reverend Brian Fier
Church of Saint Patrick
3535 72nd St E
Inver Grove Heights, MN 55076

Dear Reverend Fier,

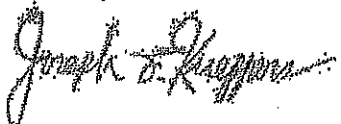
The Church of St. Patrick of Inver Grove, Minnesota, a Minnesota religious parish corporation, is a tax exempt organization under the provisions of Section 501(c)(3) of the Internal Revenue Code by reason of a Group Ruling issued to the United States Conference of Catholic Bishops by the Internal Revenue Service on October 24, 2018, which is the latest annual update in a series that began with the original determination of March 25, 1946. A copy of the 2018 Group Ruling is enclosed. The Group Exemption Number is 0928.

The Group Ruling provides that any organizations listed in the *Official Catholic Directory* for 2018 as being an agency, instrumentality and educational, charitable and religious institutions operated, supervised or controlled by or in connection with the Roman Catholic Church in the United States, are tax exempt.

The Church of St. Patrick of Inver Grove, Minnesota, is listed in the *Official Catholic Directory* for 2018 on page 1268. A copy of the Archdiocesan section from the directory showing that listing is enclosed.

If you have any questions about the tax exempt status, please contact me.

Sincerely,



Joseph F. Kueppers
Chancellor for Civil Affairs

ENCLOSURES

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: October 24, 2018

Person to Contact:

R. Meyer ID# 0110429

Toll-Free Telephone Number:

877-829-5500

United States Conference of Catholic
Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Group Exemption Number:

0928

Dear Sir/Madam:

This responds to your October 12, 2018, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2018*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2018* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

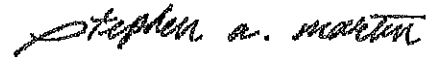
Subordinate organizations under a group exemption do not receive individual exemption letters. Subordinate organizations are not listed in Tax Exempt Organization Search (Pub 78 data), and many are not listed in the Exempt Organizations Business Master

File extract, or EO BMF. Donors may verify that a subordinate organization is included in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. See IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

____ Each subordinate organization covered in a group exemption should have its own EIN. _____
Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Request for Council Action

SUBJECT: **Approval of Massage Therapist Licenses**

MEETING DATE: January 27, 2025

ITEM TYPE: Consent Agenda

CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to approve new massage therapist licenses for Oye Spa LLC and Healing Arts Massage.

BACKGROUND

Ione Furreness has applied for a new massage therapist license to be employed at Oye Spa LLC, 7741 Amana Trl, Inver Grove Heights, MN 55077.

Qinde Liu and Fengxia Liu have applied for new massage therapist licenses to be employed at Healing Arts Massage, 5836 Blaine Ave, Inver Grove Heights, MN 55076.

The applications were accompanied by the necessary license fees and all other supporting information. The background investigations were completed by the Police Department with no basis found for denial of the licenses.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the massage therapist licenses.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **2025 Contract with Madden Galanter Hansen for Labor Relations Services**

MEETING DATE: January 27, 2025

ITEM TYPE: Consent Agenda

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to authorize the appropriate officials to enter into the attached contract on behalf of the City, for 2025 labor relations services from the firm of Madden Galanter Hansen.

BACKGROUND

The City currently has seven collective bargaining units (i.e. unions) that represent a majority of full-time City employees. During contract negotiations, and at a various times throughout the year as issues come up, the City requires the legal advice and guidance of a firm that specializes in the field of public-sector labor relations. For the past several years, the HR Manager and City Administrator have utilized the services of Susan Hansen with the firm of Madden Galanter Hansen for this purpose and has been very happy with her services. The attached contract will allow for the continued utilization of Madden Galanter Hansen for the 2025 calendar year.

FISCAL IMPACT

The City utilizes and pays for the services of Madden Galanter Hansen on an as-needed, per-hour basis. The quoted rate for 2025 is \$225.00 per hour for most services, which is an increase of \$10.00 per hour over the 2024 rate. Work on arbitration cases and administrative hearing representation is billed at \$235.00 per hour, also a \$10.00 per hour increase over 2024. Funding for these costs are provided for within the Professional Services line item of the HR Division's budget.

RECOMMENDATION

I recommend that the Council authorize the appropriate officials to enter into the attached contract on behalf of the City.

ATTACHMENTS

1. MGH Labor Consult Agmt with IGH (2025 Final)

CONSULTING SERVICES CONTRACT

This Agreement, by and between the City of Inver Grove Heights, hereinafter referred to as “City” and Madden Galanter Hansen, PLLC, Attorneys at Law, 7760 France Avenue South, Suite 290, Bloomington, Minnesota 55435-5834, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, the City is required under the Minnesota Public Employment Labor Relations Act (PELRA) to undertake the negotiations of contracts with employees represented by exclusive representatives (unions); and

WHEREAS, the City has determined that retaining a consultant to assist in its negotiations with the unions best fulfills its obligations with respect to labor negotiations; and

WHEREAS, the City may need legal advice on complex labor and employment related issues in the future.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained within the Contract, the City and the Consultant agree as follows:

A. Scope of Services

As requested and directed by the City Administrator, their designee, or the Human Resources Manager, provide legal advice and assistance regarding labor relations and complex personnel matters, including:

1. Representation, with the labor negotiating team, in labor negotiations including:
 - a. Assistance in developing/drafting initial contract language and terms;
 - b. Analysis of existing contract language for administrative and legal implications and offer recommendations regarding the same;
 - c. Preparation of management negotiations strategy;
 - d. Management spokesperson for “at the table” labor negotiations;
 - e. Preparation of management proposals and timely drafting of final labor bargaining agreement and finalization;
 - f. Pre-labor negotiation briefings, settlement summaries and appropriate status reports for the City Council information and action as necessary or as requested.

2. Representation in grievance matters and counseling with management staff in initial grievance steps. Handling of grievance arbitrations.
3. Representation of the City in unit determination hearings.
4. Provide legal representation and advice to the City related to labor relations advice, including proposed union contract terms, personnel matters, and data practices issues on an ongoing, as-needed basis, and communicate and coordinate efforts with the City Attorney's Office, as directed by Management.

B. Consideration and Terms of Payment

1. Consideration for all services performed shall be as follows:

Providing of labor negotiation services, travel and other labor relation services, including negotiations other than arbitration, administrative hearing and litigation representation, billed in tenths of an hour at the rate of \$225.00 per hour. Arbitration and administrative hearing representation, if requested by the City, shall be at the rate of \$235.00 per hour.

2. Consultant will also be reimbursed for expenses, including mileage consistent with the amount set forth by the IRS per mile, photocopying charges at \$.15 per page, charges for facsimile transmissions at the rate of \$.50 per page, and reimbursement of long distance telephone charges.
3. The Consultant will submit invoices on a periodic basis to the City for payment for services performed. Payment shall be made within thirty days after receipt of invoices for services performed.

C. Changes

The City and Consultant may, from time to time, require changes in the terms of this Contract. Any such changes that are mutually agreed to by the parties shall be incorporated as written amendments to this Agreement and attached hereto.

D. Duration

The terms of this Agreement shall be applicable for a period commencing January 1, 2025 through December 31, 2025. The contract may also be terminated by either party after giving ninety (90) days written notice.

E. Independent Contractor

It is agreed by the parties that at all times and for all purposes hereunder, that the Consultant is an independent contractor and not an employee of the City.

F. Insurance

The Consultant agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts of omission of Consultant and out of Consultant's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Consultant further agrees, in order to protect itself and the City under the indemnity provisions set forth above, the Consultant will maintain at all times during the term of this Agreement, general, professional, and auto liability policies on an occurrence basis, including lawyer's professional liability insurance with a coverage amount of not less than \$2 million dollars (\$2,000,000.00) per claim, \$5 million dollars (\$5,000,000.00) aggregate. Consultant shall provide the City with a copy of the Certificate of Insurance showing all of the coverages carried by Consultant upon request by the City. Except as required above, all such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04. If applicable, the Consultant also agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing the coverage listed here shall be during the term of this contract, have and keep in force liability insurance coverage provided to the City prior to the effective date of this contract. All policies shall provide that they shall not be canceled, materially changes, or not renewed without thirty days prior notice thereof to the City. This provision shall act as a condition subsequent; failure to abide by this provision shall be deemed as a substantial breach of contract.

G. Data Practices

The City may disclose private and/or confidential data to Consultant as necessary for purposes of legal advice and consultation. Consultant agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, pertaining to privacy or confidentiality. Consultant understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Consultant in performing those functions that the City would perform as a government entity, is subject to the requirements of Chapter 13 and the Consultant must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Consultant to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Contract to be duly executed intending to be bound thereby.

City of Inver Grove Heights

Dated: _____

By: _____

Its _____

Madden Galanter Hansen, PLLC

Dated: 12/18/2024



By:
Susan K. Hansen
Its Partner



Request for Council Action

SUBJECT: **Resolution Approving Submission of the City's Minnesota Pay Equity Implementation Report for the Year Ending December 31, 2024**

MEETING DATE: January 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Janet Shefchik, HR Manager, 651.450.2512

ACTION REQUESTED

The Council is asked to adopt the attached Resolution. approving submission of the City's Minnesota Pay Equity Implementation Report for the year ending December 31, 2024.

BACKGROUND

In 1984, the Minnesota Legislature passed the "Local Government Pay Equity Act" which requires local governments to examine their pay practices to ensure fair pay for positions held by females as compared to those held by males. In essence, it requires local governments to have an approved and consistent method to evaluate and pay positions based on relevant job factors, irrespective of employee gender. As a local government employer, the City of Inver Grove Heights must comply with the Act.

In 2017, the City adopted the Classification Matrix System (CMS) developed by Bjorklund Consulting, LLC, and registered it with the State as its job evaluation system of record. Subsequently, the City underwent a comprehensive job evaluation study. Positions that were inherently similar were grouped into classifications and rated using this methodology, and corresponding pay scales were developed and approved by the City Council. The CMS methodology has been in place and maintained by the City since its original adoption and is used to ensure ongoing Pay Equity compliance. For example, newly developed job classifications or classifications with significant changes are sent to the consultant for evaluation. The City Administrator reviews the consultant's evaluation and brings forward a pay grade recommendation to Council.

According to the Act, every three years local governments are required to report the number of male, female, and non-binary employees who were in each classification during the prior year who worked an average of 14 hours per week. This information is entered into the State's system along with the classification's job points and minimum and maximum pay for the corresponding salary range. The system then uses this information to predict where the pay should fall relative to a classification's job points and calculates whether there is an acceptable range of variation between the actual pay data entered, and the system's predicted pay. If a pattern of underpayment is detected for classifications occupied by mostly females, a city may be determined to be out of compliance.

Entities who are found to be out of compliance are subject to a five percent reduction in the aid that would otherwise be payable to that entity, or to a fine of \$100 per day, whichever is greatest. Entities can appeal and/or work with the state to make timely pay adjustments, in order to bring them into

compliance prior to the assessment of any penalties.

The City's triennial Pay Equity Implementation Report for the calendar year ending December 31, 2024, is due to the State by January 31, 2025. The required information has been entered into the State's system by the Human Resources Manager. Upon approval by the City Council and signature of the Mayor, staff will release the data to the State for submission as the City's official Pay Equity Implementation Report. The draft attached to this agenda item shows a submission date that will automatically update when the final submission is released to the State, which is anticipated to occur on January 28, 2025.

Although the results will not be confirmed for several months, an analysis of the initial reports indicate that the City's Pay Equity practices are in compliance. For example, where an Underpayment Ratio score above 80 is required for compliance, the City's score is estimated to exceed 93 percent.

As the State requires approval of the report by the City's governing body and the signature of the chief elected official, staff asserts that the information entered into the system is and will be accurate at the time of submission and therefore seeks Council approval for submission prior to the January 31, 2025, deadline.

FISCAL IMPACT

No unbudgeted pay adjustments are anticipated, nor fees for non-compliance.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, authorizing submittal of the City's Pay Equity Implementation Report for the year ending December 31, 2024.

ATTACHMENTS

1. Resolution for MN Pay Equity Submission (January 2025)
2. Pay Equity Implementation Report
3. Compliance Report
4. Predicted Pay Report
5. Job Class Data Entry Verification List

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

RESOLUTION NO. 2025 - _____

**RESOLUTION APPROVING THE SUBMISSION OF THE CITY'S MINNESOTA PAY EQUITY
IMPLEMENTATION REPORT FOR THE YEAR ENDING DECEMBER 31, 2024**

WHEREAS, the City of Inver Grove Heights desires to pay its employees fairly, without gender bias; and

WHEREAS, the City of Inver Grove Heights is subject to the Minnesota Local Government Pay Equity Act; and

WHEREAS, the City of Inver Grove Heights is required by the State to have an approved method for classifying its positions; and

WHEREAS, the City of Inver Grove Heights utilizes the CMS system to ensure on-going consistency in determining job worth; and

WHEREAS, the City of Inver Grove Heights is required to submit its triennial Pay Equity Implementation Report for the year ending December 31, 2024 on or before January 31, 2025; and

WHEREAS, staff believes the preliminary report is accurate and compliant, and therefore seeks Council approval for final submission to the State.

NOW THEREFORE BE IT FURTHER RESOLVED that the City of Inver Grove Heights hereby approves the submission of the City's Minnesota Pay Equity Implementation Report for the year ending December 31, 2024 as detailed in the attached.

Passed by the City Council of Inver Grove Heights this 27th day of January 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Pay Equity Implementation Report

Part A: Jurisdiction Identification

Jurisdiction: Inver Grove Heights
8150 Barbara Avenue

Jurisdiction Type: City

Inver Grove Heights, MN 55077

Contact: Janet Shefchik

Phone: (651) 450-2512

E-Mail: jshefchik@ighmn.gov

Contact: Kris Wilson

Phone: (651) 450-2511

E-Mail: kwilson@ighmn.gov

Contact: Cora Bauer

Phone: (651) 450-2490

E-Mail: cbauer@ighmn.gov

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system was used: Consultant

Description:

Same as 2021 submission:

Classification Matrix System (CMS)

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:

There is no difference and female classes are not at a disadvantage.

3. An official notice has been posted at:
City Hall breakroom and main reception hallway

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

City Council for the City of Inver Grove Heights

(governing body)

Brenda Dietrich

(chief elected official)

Mayor of Inver Grove Heights

(title)

Part C: Total Payroll

\$21079246.78

is the annual payroll for the calendar year just ended December 31.

- ☒ Checking this box indicates the following:
- signature of chief elected official
 - approval by governing body
 - all information is complete and accurate, and
 - all employees over which the jurisdiction has final budgetary authority are included
- Date Submitted:1/14/2025

Compliance Report

Jurisdiction: Inver Grove Heights
8150 Barbara Avenue

Report Year: 2025
Case: 1 - 2024 DATA (Private (Jur
Only))

Inver Grove Heights, MN 55077

Contact: Janet Shefchik

Phone: (651) 450-2512

E-Mail: jshefchik@ighmn.gov

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	62	40	3	105
# Employees	144	55	9	208
Avg. Max Monthly Pay per employee	8338.89	7761.82		8103.85

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 93.84164 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	30	18
b. # Below Predicted Pay	32	22
c. TOTAL	62	40
d. % Below Predicted Pay (b divided by c = d)	51.61	55.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 197	Value of T = -2.167
-------------------------------	---------------------

a. Avg. diff. in pay from predicted pay for male jobs = -13

b. Avg. diff. in pay from predicted pay for female jobs = 99

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 8.00

B. Avg. # of years to max salary for female jobs = 8.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

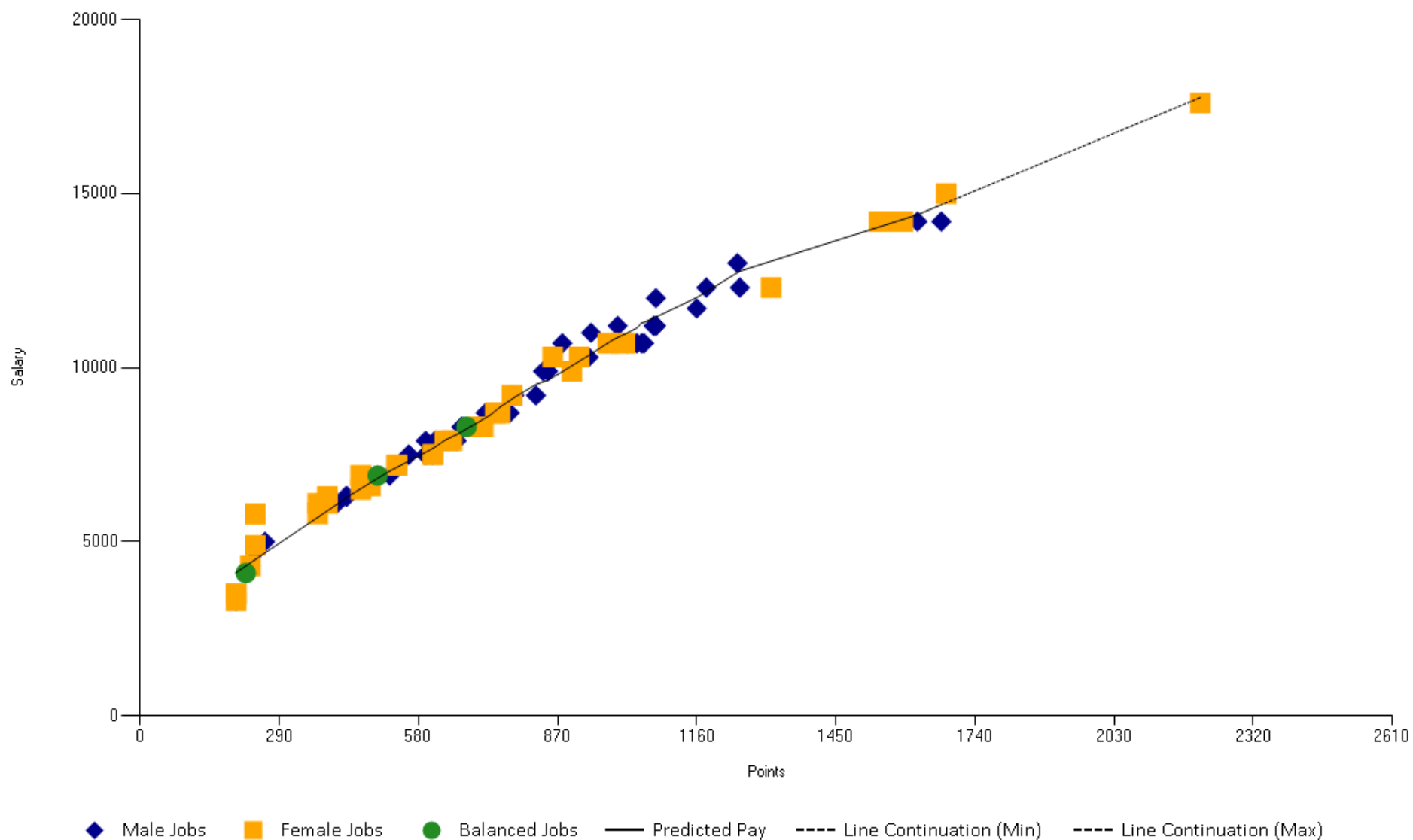
A. % of male classes receiving ESP = 0.00 *

B. % of female classes receiving ESP = 0.00

*(If 20% or less, test result will be 0.00)

Predicted Pay Report for: Inver Grove Heights

Case: 2024 DATA



Predicted Pay Report for: Inver Grove Heights

Case: 2024 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non- Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
101	Concessionaire	0	1			Female	200	3500.0000	4118.2266	-618.2266
137	Non-Certified Swim Instructor	0	1			Female	200	3500.0000	4118.2266	-618.2266
138	Pool Attendent	0	1			Female	200	3300.0000	4118.2266	-818.2266
140	Childcare Worker	0	1			Female	200	3500.0000	4118.2266	-618.2266
139	Birthday Party Host	1	0			Male	200	3300.0000	4118.2266	-818.2266
92	Guest Services Worker	2	1			Balanced	220	4100.0000	4304.4229	-204.4229
133	VMCC Operations Helper	1	0			Male	220	4100.0000	4304.4229	-204.4229
113	Street Helper	1	0			Male	220	4100.0000	4304.4229	-204.4229
91	Park Maintenance Helper	1	0			Male	220	4100.0000	4304.4229	-204.4229
134	Lesson Manager	0	1			Female	230	4300.0000	4397.0532	-97.0532
102	Paid On-Call Firefighter/Duty	4	0			Male	230	4300.0000	4397.0532	-97.0532
109	Police Cadet	0	1			Female	240	4900.0000	4490.6191	409.3809
135	Fitness Instructor/Trainer	0	2			Female	240	5800.0000	4490.6191	1309.3809
136	Manager On Duty (Comm. Ctr.)	0	1			Female	240	5800.0000	4490.6191	1309.3809
68	Golf Shop Cashier	2	0			Male	240	4700.0000	4490.6191	209.3809
81	Golf Course Technician	1	0			Male	260	5000.0000	4676.8154	323.1846
4	Customer Service Specialist	0	3			Female	370	5800.0000	5700.4270	99.5730
5	Office Support	0	7			Female	370	6100.0000	5700.4270	399.5730
82	VMCC Operations Worker	3	0			Male	370	6100.0000	5700.4270	399.5730
105	Lead Customer Service Speciali	0	1			Female	390	6100.0000	5886.6232	213.3768
128	Office Support II	0	2			Female	390	6300.0000	5886.6232	413.3768
2	Custodian II	1	0			Male	410	6100.0000	6075.6356	24.3644
21	Utility Maintenance Worker	6	0			Male	430	6300.0000	6273.4786	26.5214
8	VMCC Maintenance Worker	3	0			Male	430	6300.0000	6273.4786	26.5214
13	Street Maintenance Worker	7	0			Male	430	6300.0000	6273.4786	26.5214
14	Park Maintenance Worker	8	0			Male	430	6300.0000	6273.4786	26.5214
119	City Facilities Maintenance Wo	1	0			Male	430	6300.0000	6273.4786	26.5214
122	Environmental Maintenance Work	1	0			Male	430	6300.0000	6273.4786	26.5214
12	Public Works Support Specialis	0	2			Female	460	6900.0000	6554.8417	345.1583
83	Community Development Support	0	1			Female	460	6900.0000	6554.8417	345.1583
100	Administrative Specialist	0	2			Female	460	6500.0000	6554.8417	-54.8417
11	Assistant to the Chief Buildin	0	2			Female	480	6600.0000	6721.0605	-121.0605

Predicted Pay Report for: Inver Grove Heights

Case: 2024 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non- Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
16	Accounting Technician	1	2			Balanced	495	6900.0000	6837.0335	62.9665
85	Sign Worker - Street Maintenanc	1	0			Male	520	6900.0000	7032.0550	-132.0550
94	Communications Specialist	0	2			Female	535	7200.0000	7149.9645	50.0355
121	Deputy City Clerk	0	1			Female	535	7200.0000	7149.9645	50.0355
20	Street Maintenance Lead Worker	1	0			Male	560	7500.0000	7315.6113	184.3887
31	Utilities Lead Worker	1	0			Male	560	7500.0000	7315.6113	184.3887
17	Golf Course Mechanic	1	0			Male	595	7500.0000	7570.8638	-70.8638
18	Mechanic	3	0			Male	595	7500.0000	7570.8638	-70.8638
69	Code Compliance Coordinator	1	0			Male	595	7900.0000	7570.8638	329.1362
95	GIS Technician II	0	1			Female	610	7500.0000	7684.8276	-184.8276
86	Accounting Technician, Sr.	0	1			Female	610	7500.0000	7684.8276	-184.8276
66	IT Specialist	2	0			Male	610	7500.0000	7684.8276	-184.8276
87	Water Plant Operator	1	0			Male	615	7900.0000	7723.8407	176.1593
25	Assistant Golf Course Superint	1	0			Male	615	7900.0000	7723.8407	176.1593
79	Engineering Technician	0	2			Female	635	7900.0000	7916.8869	-16.8869
123	Environmental Resources Tech.	1	0			Male	635	7900.0000	7916.8869	-16.8869
104	Human Resources Coordinator	0	1			Female	650	7900.0000	8006.4454	-106.4454
24	GIS Specialist	1	0			Male	660	7900.0000	8083.9442	-183.9442
33	Combination Inspector	3	0			Male	670	8300.0000	8160.6680	139.3320
96	Golf Operations Coordinator	1	0			Male	670	8300.0000	8160.6680	139.3320
125	Firefighter	5	1			Male	675	8300.0000	8199.4174	100.5826
40	Recreation Coordinator	1	2			Balanced	680	8300.0000	8236.7276	63.2724
35	Park Maintenance Coordinator	1	0			Male	690	8300.0000	8316.9572	-16.9572
30	Mechanic Lead Worker	1	0			Male	690	8300.0000	8316.9572	-16.9572
97	Environmental Specialist	0	1			Female	700	8300.0000	8397.9973	-97.9973
32	Accountant/Wage & Benefits	1	0			Male	700	8300.0000	8397.9973	-97.9973
131	Support Services Supervisor	0	1			Female	715	8300.0000	8518.7469	-218.7469
130	Sr. Combination Inspector	1	0			Male	720	8700.0000	8559.2669	140.7331
41	Senior Engineering Technician	2	0			Male	730	8700.0000	8639.9392	60.0608
27	Aquatics Coordinator	0	1			Female	740	8700.0000	8774.3496	-74.3496
34	Fitness Coordinator	0	1			Female	740	8700.0000	8774.3496	-74.3496
72	School Resource Officer	0	1			Female	750	8700.0000	8867.1360	-167.1360

Predicted Pay Report for: Inver Grove Heights

Case: 2024 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non- Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
36	Police Officer	25	6			Male	750	8700.0000	8867.1360	-167.1360
126	Graduate Civil Engineer	1	0			Male	760	8700.0000	8960.8596	-260.8596
103	Firefighter/Inspector	1	0			Male	770	8700.0000	9048.5025	-348.5025
44	Associate Planner	0	1			Female	775	9200.0000	9096.5399	103.4601
74	Senior Accountant	0	1			Female	775	9200.0000	9096.5399	103.4601
114	Systems Administrator	1	0			Male	775	9200.0000	9096.5399	103.4601
70	Fire Operations Supervisor	1	0			Male	780	9200.0000	9144.5774	55.4226
73	Police Officer - Investigator	4	0			Male	825	9200.0000	9519.4749	-319.4749
127	Lieutenant- Fire Department	3	0			Male	840	9900.0000	9594.6125	305.3875
43	Golf Course Superintendent	1	0			Male	850	9900.0000	9643.9676	256.0324
120	Community Center Manager	0	1			Female	860	10300.0000	9727.6480	572.3520
124	Facilities Maintenance Supt.	1	0			Male	880	10700.0000	9887.4815	812.5185
76	City Clerk	0	1			Female	900	9900.0000	10057.5073	-157.5073
132	Utility Billing & A.R. Supvr.	0	1			Female	915	10300.0000	10185.4050	114.5950
75	Golf Course Clubhouse Superint	1	0			Male	935	10300.0000	10354.4995	-54.4995
46	Sergeant	7	0			Male	940	11000.0000	10397.5503	602.4497
51	Recreation Superintendent	0	1			Female	975	10700.0000	10712.9055	-12.9055
48	Streets Mtce Superintendent	1	0			Male	985	10700.0000	10795.8285	-95.8285
53	Chief Building Official	1	0			Male	995	11200.0000	10862.9541	337.0459
99	Communications Manager	0	1			Female	1010	10700.0000	10962.9713	-262.9713
49	Utilities Superintendent	1	0			Male	1015	10700.0000	10996.5341	-296.5341
47	Parks Mtce Superintendent	1	0			Male	1015	10700.0000	10996.5341	-296.5341
112	Shift Captain (F.D.)	3	0			Male	1035	10700.0000	11134.9682	-434.9682
50	Assistant City Engineer	1	0			Male	1045	10700.0000	11283.5568	-583.5568
56	City Planner	1	0			Male	1050	10700.0000	11303.4040	-603.4040
117	Asst. Finance Director	1	0			Male	1070	11200.0000	11424.1966	-224.1966
118	Asst. Fire Chief/Fire Marshall	1	0			Male	1075	11200.0000	11452.9733	-252.9733
116	Asst.Fire Chief Ops & Standard	1	0			Male	1075	11200.0000	11452.9733	-252.9733
106	Lieutenant (P.D.)	2	0			Male	1075	12000.0000	11452.9733	547.0267
45	Technology Manager	1	0			Male	1160	11700.0000	12015.2254	-315.2254
57	City Engineer	1	0			Male	1180	12300.0000	12183.1249	116.8751
55	Division Commander (PD)	2	0			Male	1245	13000.0000	12729.0091	270.9909

Predicted Pay Report for: Inver Grove Heights

Case: 2024 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non- Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
78	Deputy Fire Chief	1	0			Male	1250	12300.0000	12770.3512	-470.3512
77	Human Resource Manager	0	1			Female	1315	12300.0000	13423.6846	-1123.6846
61	Finance Director	0	1			Female	1540	14200.0000	13801.4448	398.5552
62	Community Development Director	0	1			Female	1550	14200.0000	13982.6397	217.3603
58	Fire Chief	0	1			Female	1590	14200.0000	14203.0052	-3.0052
60	Parks & Recreation Director	1	0			Male	1620	14200.0000	14393.5103	-193.5103
64	Public Works Director	1	0			Male	1670	14200.0000	14678.5477	-478.5477
63	Chief of Police	0	1			Female	1680	15000.0000	14735.8993	264.1007
65	City Administrator	0	1			Female	2210	17600.0000	17760.6220	-160.6220

Job Number Count: 105

Job Class Data Entry Verification List

Case: 2024 DATA

Inver Grove Heights

LGID: 508

Job Nbr	Class Title	Nbr Males	Nbr Females	Non- Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
101	Concessionaire	0	1		F	200	2300.00	3500.00	8.00	0.00	
137	Non-Certified Swim Instructor	0	1		F	200	2300.00	3500.00	8.00	0.00	
138	Pool Attendent	0	1		F	200	2100.00	3300.00	8.00	0.00	
139	Birthday Party Host	1	0		M	200	2100.00	3300.00	8.00	0.00	
140	Childcare Worker	0	1		F	200	2300.00	3500.00	8.00	0.00	
133	VMCC Operations Helper	1	0		M	220	2500.00	4100.00	8.00	0.00	
113	Street Helper	1	0		M	220	2500.00	4100.00	8.00	0.00	
91	Park Maintenance Helper	1	0		M	220	2500.00	4100.00	8.00	0.00	
92	Guest Services Worker	2	1		B	220	2500.00	4100.00	8.00	0.00	
102	Paid On-Call Firefighter/Duty	4	0		M	230	2700.00	4300.00	8.00	0.00	
134	Lesson Manager	0	1		F	230	2700.00	4300.00	8.00	0.00	
135	Fitness Instructor/Trainer	0	2		F	240	3800.00	5800.00	8.00	0.00	
136	Manager On Duty (Comm. Ctr.)	0	1		F	240	3800.00	5800.00	8.00	0.00	
109	Police Cadet	0	1		F	240	3900.00	4900.00	8.00	0.00	
68	Golf Shop Cashier	2	0		M	240	3800.00	4700.00	8.00	0.00	
81	Golf Course Technician	1	0		M	260	4000.00	5000.00	8.00	0.00	
82	VMCC Operations Worker	3	0		M	370	4800.00	6100.00	8.00	0.00	
4	Customer Service Specialist	0	3		F	370	4600.00	5800.00	8.00	0.00	
5	Office Support	0	7		F	370	4800.00	6100.00	8.00	0.00	
105	Lead Customer Service Speciali	0	1		F	390	4800.00	6100.00	8.00	0.00	
128	Office Support II	0	2		F	390	5000.00	6300.00	8.00	0.00	
2	Custodian II	1	0		M	410	4800.00	6100.00	8.00	0.00	
21	Utility Maintenance Worker	6	0		M	430	5000.00	6300.00	8.00	0.00	
8	VMCC Maintenance Worker	3	0		M	430	5000.00	6300.00	8.00	0.00	
13	Street Maintenance Worker	7	0		M	430	5000.00	6300.00	8.00	0.00	
14	Park Maintenance Worker	8	0		M	430	5000.00	6300.00	8.00	0.00	
122	Environmental Maintenance Work	1	0		M	430	5000.00	6300.00	8.00	0.00	
119	City Facilities Maintenance Wo	1	0		M	430	5000.00	6300.00	8.00	0.00	
12	Public Works Support Specialis	0	2		F	460	5500.00	6900.00	8.00	0.00	
100	Administrative Specialist	0	2		F	460	5500.00	6500.00	8.00	0.00	
83	Community Development Support	0	1		F	460	5500.00	6900.00	8.00	0.00	
11	Assistant to the Chief Buildin	0	2		F	480	5200.00	6600.00	8.00	0.00	

Job Class Data Entry Verification List

Case: 2024 DATA

Inver Grove Heights

LGID: 508

Job Nbr	Class Title	Nbr Males	Nbr Females	Non- Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
16	Accounting Technician	1	2		B	495	5500.00	6900.00	8.00	0.00	
85	Sign Worker - Street Maintenanc	1	0		M	520	5500.00	6900.00	8.00	0.00	
94	Communications Specialist	0	2		F	535	5700.00	7200.00	8.00	0.00	
121	Deputy City Clerk	0	1		F	535	5700.00	7200.00	8.00	0.00	
20	Street Maintenance Lead Worker	1	0		M	560	6000.00	7500.00	8.00	0.00	
31	Utilities Lead Worker	1	0		M	560	6000.00	7500.00	8.00	0.00	
17	Golf Course Mechanic	1	0		M	595	6000.00	7500.00	8.00	0.00	
18	Mechanic	3	0		M	595	6000.00	7500.00	8.00	0.00	
69	Code Compliance Coordinator	1	0		M	595	6300.00	7900.00	8.00	0.00	
95	GIS Technician II	0	1		F	610	6000.00	7500.00	8.00	0.00	
86	Accounting Technician, Sr.	0	1		F	610	6000.00	7500.00	8.00	0.00	
66	IT Specialist	2	0		M	610	6000.00	7500.00	8.00	0.00	
87	Water Plant Operator	1	0		M	615	6300.00	7900.00	8.00	0.00	
25	Assistant Golf Course Superint	1	0		M	615	6300.00	7900.00	8.00	0.00	
79	Engineering Technician	0	2		F	635	6300.00	7900.00	8.00	0.00	
123	Environmental Resources Tech.	1	0		M	635	6300.00	7900.00	8.00	0.00	
104	Human Resources Coordinator	0	1		F	650	6300.00	7900.00	8.00	0.00	
24	GIS Specialist	1	0		M	660	6300.00	7900.00	8.00	0.00	
33	Combination Inspector	3	0		M	670	6600.00	8300.00	8.00	0.00	
96	Golf Operations Coordinator	1	0		M	670	6600.00	8300.00	8.00	0.00	
125	Firefighter	5	1		M	675	6600.00	8300.00	8.00	0.00	
40	Recreation Coordinator	1	2		B	680	6600.00	8300.00	8.00	0.00	
35	Park Maintenance Coordinator	1	0		M	690	6600.00	8300.00	8.00	0.00	
30	Mechanic Lead Worker	1	0		M	690	6600.00	8300.00	8.00	0.00	
32	Accountant/Wage & Benefits	1	0		M	700	6600.00	8300.00	8.00	0.00	
97	Environmental Specialist	0	1		F	700	6600.00	8300.00	8.00	0.00	
131	Support Services Supervisor	0	1		F	715	6600.00	8300.00	8.00	0.00	
130	Sr. Combination Inspector	1	0		M	720	6900.00	8700.00	8.00	0.00	
41	Senior Engineering Technician	2	0		M	730	6900.00	8700.00	8.00	0.00	
34	Fitness Coordinator	0	1		F	740	6900.00	8700.00	8.00	0.00	
27	Aquatics Coordinator	0	1		F	740	6900.00	8700.00	8.00	0.00	
36	Police Officer	25	6		M	750	6900.00	8700.00	8.00	0.00	

Job Class Data Entry Verification List

Case: 2024 DATA

Inver Grove Heights

LGID: 508

Job Nbr	Class Title	Nbr Males	Nbr Females	Non- Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
72	School Resource Officer	0	1		F	750	6900.00	8700.00	8.00	0.00	
126	Graduate Civil Engineer	1	0		M	760	6900.00	8700.00	8.00	0.00	
103	Firefighter/Inspector	1	0		M	770	6900.00	8700.00	8.00	0.00	
74	Senior Accountant	0	1		F	775	7300.00	9200.00	8.00	0.00	
44	Associate Planner	0	1		F	775	7300.00	9200.00	8.00	0.00	
114	Systems Administrator	1	0		M	775	7300.00	9200.00	8.00	0.00	
70	Fire Operations Supervisor	1	0		M	780	7300.00	9200.00	8.00	0.00	
73	Police Officer - Investigator	4	0		M	825	7300.00	9200.00	8.00	0.00	
127	Lieutenant- Fire Department	3	0		M	840	7800.00	9900.00	8.00	0.00	
43	Golf Course Superintendent	1	0		M	850	7800.00	9900.00	8.00	0.00	
120	Community Center Manager	0	1		F	860	8100.00	10300.00	8.00	0.00	
124	Facilities Maintenance Supt.	1	0		M	880	8400.00	10700.00	8.00	0.00	
76	City Clerk	0	1		F	900	7800.00	9900.00	8.00	0.00	
132	Utility Billing & A.R. Supvr.	0	1		F	915	8100.00	10300.00	8.00	0.00	
75	Golf Course Clubhouse Superint	1	0		M	935	8100.00	10300.00	8.00	0.00	
46	Sergeant	7	0		M	940	8700.00	11000.00	8.00	0.00	
51	Recreation Superintendent	0	1		F	975	8400.00	10700.00	8.00	0.00	
48	Streets Mtce Superintendent	1	0		M	985	8400.00	10700.00	8.00	0.00	
53	Chief Building Official	1	0		M	995	8800.00	11200.00	8.00	0.00	
99	Communications Manager	0	1		F	1010	8400.00	10700.00	8.00	0.00	
49	Utilities Superintendent	1	0		M	1015	8400.00	10700.00	8.00	0.00	
47	Parks Mtce Superintendent	1	0		M	1015	8400.00	10700.00	8.00	0.00	
112	Shift Captain (F.D.)	3	0		M	1035	8400.00	10700.00	8.00	0.00	
50	Assistant City Engineer	1	0		M	1045	8400.00	10700.00	8.00	0.00	
56	City Planner	1	0		M	1050	8400.00	10700.00	8.00	0.00	
117	Asst. Finance Director	1	0		M	1070	8800.00	11200.00	8.00	0.00	
118	Asst. Fire Chief/Fire Marshall	1	0		M	1075	8800.00	11200.00	8.00	0.00	
116	Asst.Fire Chief Ops & Standard	1	0		M	1075	8800.00	11200.00	8.00	0.00	
106	Lieutenant (P.D.)	2	0		M	1075	9400.00	12000.00	8.00	0.00	
45	Technology Manager	1	0		M	1160	9200.00	11700.00	8.00	0.00	
57	City Engineer	1	0		M	1180	9700.00	12300.00	8.00	0.00	

Job Class Data Entry Verification List

Case: 2024 DATA

Inver Grove Heights

LGID: 508

Job Nbr	Class Title	Nbr Males	Nbr Females	Non- Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
55	Division Commander (PD)	2	0		M	1245	10300.00	13000.00	8.00	0.00	
78	Deputy Fire Chief	1	0		M	1250	9700.00	12300.00	8.00	0.00	
77	Human Resource Manager	0	1		F	1315	9700.00	12300.00	8.00	0.00	
61	Finance Director	0	1		F	1540	11200.00	14200.00	8.00	0.00	
62	Community Development Director	0	1		F	1550	11200.00	14200.00	8.00	0.00	
58	Fire Chief	0	1		F	1590	11200.00	14200.00	8.00	0.00	
60	Parks & Recreation Director	1	0		M	1620	11200.00	14200.00	8.00	0.00	
64	Public Works Director	1	0		M	1670	11200.00	14200.00	8.00	0.00	
63	Chief of Police	0	1		F	1680	11800.00	15000.00	8.00	0.00	
65	City Administrator	0	1		F	2210	13900.00	17600.00	0.00	0.00	

Job Number Count: 105

Request for Council Action

SUBJECT: **2nd Amendment to the Final Design Contract for City Project No. 2016-17 - 117th Street Reconstruction**

MEETING DATE: January 27, 2025

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 project in the amount of \$977,547. Based on the JPA, the City's share of the final design costs was estimated at 30% (\$293,264), and the County's share was 70% (\$684,283). 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.

Amendment No. 1 was approved on September 9, 2024, extending the final completion date to March 31, 2025, and increasing the final design contract cost by \$240,631 to account for several final design scope changes. Since Amendment No. 1 was approved, the plans have been "finalized" and approved by MnDOT, contingent on final right of way acquisition (completed by the County in October, 2024) and completion of permits from Union Pacific Railroad (UPRR), which is still ongoing. Although UPRR has approved permits for water and sewer crossings of their rail facilities for this project, storm sewer permits and subsequent railroad crossing agreements have lagged, as UPRR has requested additional design revisions and geotechnical work that was not part of the original scope, and not requested as part of the original permit and crossing agreement submittals. Further, UPRR has not completed their final reviews in a timely manner, further delaying plan approvals, and adding costs for iterative design modifications for SRF. Although City and County staff continue to work with UPRR, and have further engaged the services of MnDOT's Railroad Office to navigate the requests from UPRR, the costs for this work have exceeded any built-in contingencies from the original contract, as well as Amendment No. 1. The total amount of extra work identified in Amendment No. 2 is \$49,462, or approximately 5% more than the original final design contract. The City would be responsible for 30% of these costs (\$14,838.60).

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 (30%)	Dakota County Cost Share (70%)	Total Cost
Final Design - JPA Estimate (5/8/2023)	\$291,017	\$678,548	\$969,475
Final Design Engineering Contract (SRF)	\$293,264	\$684,283	\$977,547
Amendment No. 1	\$72,189	\$168,442	\$240,631
Amendment No. 2	\$14,839	\$34,623	\$49,462
Total Contractual Obligation	\$380,292	\$887,348	\$1,267,640

The cost for the City's share of Amendment No. 2 to the contract will be funded through Fund 436 - 117th Street Reconstruction Fund.

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 & 2. This is a key indicator that the design cost amendments remain within a reasonable range for a project of this size and scope.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution - Contract Amendment No 2
2. Amendment No 2 (for Signatures)
3. Amendment No. 2 - Proposal

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDMENT NO. 2 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 30% City (\$291,017) and 70% 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 in the amount of \$977,547 on May 8, 2023; and

WHEREAS, the City Council approved Amendment No. 1 to the contract on September 9, 2024, extending the contract completion date to May 31, 2025, and increasing the contract value by \$240,631 to \$1,218,178; and

WHEREAS, due to a combination of design review delays by Union Pacific Railroad (UPRR), and subsequent design change request from UPRR that were not part of the original design scope, additional geotechnical exploration and revisions to the final plans are necessary to obtain utility permits for stormwater crossings of the two UPRR facilities that cross 117th Street; and

WHEREAS, these changes, being outside the original scope of the work, result in additional costs in the amount of \$49,462 to be incurred by 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. 2 to increase the approved Contract value by \$49,462 to \$1,267,640.
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 \$14,838.60 (30%) 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 27th day of January 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Amendment No. 2
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 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 January 9, 2025.

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 

Signed: _____

By: James Gersema

By: Brenda Dietrich

Its: Vice President

Its: Mayor

Date: 1/14/2024

Date: _____

ATTEST

Signed: _____

By: Rebecca Kiernan

Its: City Clerk

Date: _____



16424..00

January 9, 2025

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, we have been working with the UP Railroad to prepare and submit permit applications for the Public Utility Crossings of the two railroad lines on the corridor. The railroad has recently required that the plans be revised and supplemented with additional analysis and reporting to meet their requirements as follows:

- Plan Revisions: The railroad has required that all storm sewer catch basins and manhole structures be removed from the plan within the railroad right of way. Further, they have indicated that while the American Railway Engineering and Maintenance Association Manual (AREMA) may allow for Reinforced Concrete Pipe to be jacked / drilled under a railway, UP Railroad does not allow this. They have required that a steel casing pipe be added, or the carrier pipe to be changed. This requires plan revisions of many plan sheets to accommodate and tabulate these changes within the Construction Plan and to modify the design to minimize spread on the roadway and water sheeting near the railroad. This also requires additional specification revision to incorporate the revised jacking material and requirements, and geotechnical report items identified below into the contract documents. We have also provided several submittals to the Railroad. We anticipate the cost to perform this work to be \$23,488. This amount assumes that the RR crossing permits can be acquired with one further submittal addressing the most recent comments.
- Settlement Monitoring Contingency Plan: UP Railroad has also required that a contingency plan be prepared and submitted for review that provides a plan for how the railroad will be monitored during construction of the storm sewer casing crossing. We anticipate the cost to prepare and submit the contingency plan to be \$1,900.
- Geotechnical Evaluation and Reporting: UP Railroad has further required that boring for each jacking / boring be taken along the bore-line no closer than 15 feet from the tracks and that a Geotechnical Report be prepared and submitted to document the soil conditions and proposed construction of the casing. We have included American Engineering & Testing to perform that work as identified in the proposal attached to this amendment request. The cost for that work is anticipated to be \$18,814.

www.srfconsulting.com

3701 Wayzata Boulevard, Suite 100 | Minneapolis, MN 55416-3791 | 763.475.0010

Equal Employment Opportunity / Affirmative Action Employer

- Well / Borehole Sealing: During preliminary design and final design of the project 9 water elevation monitoring wells / boreholes were installed to inform the design by AET. The sealing of 3 of the monitoring wells / boreholes were included in the scope and budget for the final design project and will be performed under that scope and budget. The original 6 monitoring wells require sealing and is proposed to be performed by AET at this time as identified in the attached amendment proposal. The cost for that work is anticipated to be \$5,260.

Based on the information above, we respectfully request an increase in the project budget in the amount of \$49,462 to a total contract amount of \$1,267,640.

We further request a new contract expiration date of May 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

Attachment

Approved: City of Inver Grove Heights

(Signature)

Name _____

Title _____

Date _____

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

Change Order #2



To: Mike Turner
SRF Consulting Group, Inc.
3701 Wayzata Blvd, Suite 101
Minneapolis, MN 55416

Date: January 9, 2025

Project: 117th St Reconstruction
CSAH 71 to TH 42
Inver Grove Heights, MN
AET Project No. P-0024236

SCOPE DETAIL

AET's contract, dated May 15, 2023, has a total contract amount of \$48,500, which includes 7 SPT soil borings, 3 piezometer installations, a Phase II ESA, a soil management/contingency plan, and an MPCA VBP application for 117th Street reconstruction project in Inver Grove Heights, MN. Following the submittal of our deliverables, SRF is now requesting additional geotechnical recommendations pertaining to two pipeline crossings below Union Pacific Railroad (UPRR) lines. In order to provide these recommendations, AET proposes the performance of 6 SPT soil borings and 1 hand auger boring in the areas of the proposed crossings. The depth of the hand auger boring will be about 5 feet, and the depth of the SPT borings will range from 20 to 35 feet. The borings will be performed outside of the railroad ROW as close as feasible to the planned jack pit locations. Following the completion of the soil borings, AET will prepare an addendum to the previously submitted report with our opinions of the suitability of the proposed trenchless installation method and recommended best practices.

We also understand SRF is requesting AET seal the six monitoring wells that were installed in December 2021 to a total depth of 149 feet on the same mobilization.

These services also include marking the boring locations, permitting, Gopher State One Call utility clearance, traffic control including flaggers, MDH backfill, documenting as-drilled boring locations and elevations, soil laboratory logging and testing, subsurface boring log preparation, as well as geotechnical recommendations associated with the additional geotechnical field exploration.

Additional services will be conducted on a time and material basis in accordance with the details shown on the attached Fee Estimate.

CONTRACT SUMMARY

Original Contract Amount	\$48,500.00
Change Order #1 Amount (Environmental Sampling)	\$12,555.00
Under Budget Amount (removed from budget)	-\$12,055.00
Change Order #2 Amount (this Change Order)	<u>\$24,074.00</u>
New Contract Amount	<u>\$73,074.00</u>

Authorized Signature

Date



AET Project Manager

1/9/2025

Please sign this proposal and return to the American Engineering Testing, Inc. Project Manager.

CHANGE ORDER #2 FEE ESTIMATE
117TH STREET RECONSTRUCTION
CSAH 71 TO TH 42
INVER GROVE HEIGHTS, MN
AET PROJECT No. P-0024236



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Layout & Utility Clearance			
Drilling Technician	6 hours	\$120.00	\$720.00
Auxiliary Vehicle Rental	6 hours	\$28.50	\$171.00
Standard Vehicle Mileage	80 miles	\$1.25	\$100.00
GPS Equipment	1 days	\$200.00	\$200.00
MDH Boring Notification	1 each	\$75.00	\$75.00
Section Subtotal:			\$1,266.00
Geotechnical Field Services			
Hourly Drilling			
Drilling Technician	38 hours	\$120.00	\$4,560.00
Auxiliary Vehicle Rental	19 hours	\$29.00	\$551.00
Rotary Drill on All-Terrain Vehicle Rental	19 hours	\$144.00	\$2,736.00
Auxiliary Vehicle Mileage	80 miles	\$1.50	\$120.00
Tractor/Lowboy Trailer Mileage	80 miles	\$2.30	\$184.00
Section Subtotal:			\$8,151.00
Traffic Control			
Traffic Control Subcontractor	1 each	\$2,500.00	\$2,500.00
Section Subtotal:			\$2,500.00
Monitoring Well Sealing			
Drilling Technician	24 hours	\$120.00	\$2,880.00
Auxiliary Vehicle Rental	12 hours	\$29.00	\$348.00
Rotary Drill on All-Terrain Vehicle Rental	12 hours	\$144.00	\$1,728.00
Auxiliary Vehicle Mileage	80 miles	\$1.50	\$120.00
Tractor/Lowboy Trailer Mileage	80 miles	\$2.30	\$184.00
Section Subtotal:			\$5,260.00
Laboratory			
Classification	5 hours	\$130.00	\$650.00
ASTM D6913 Sieve Analysis of Soils	5 tests	\$127.00	\$635.00
ASTM D1140 Material Finer than No. 200 Sieve in Soils	2 tests	\$61.00	\$122.00
Section Subtotal:			\$1,407.00
Project Management & Reporting			
Project Administrator	3 hours	\$80.00	\$240.00
Senior Engineer	25 hours	\$210.00	\$5,250.00
Section Subtotal:			\$5,490.00
ESTIMATED BUDGET			\$24,074.00



Request for Council Action

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

MEETING DATE: January 27, 2025

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

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

BACKGROUND

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

Staff have identified two projects in Inver Grove Heights that appear to be well-aligned with the focus of the grant and will aid in bolstering and protecting the City's and other stakeholders' infrastructure.

Project Area 1: Gisch Pond Expansion (City Project No. 2025-13)

The expansion of Gisch Pond was part of the City's application for these same funds during the previous year. That application was ultimately denied due to insufficient guaranteed access to all project segments, including piping located under a Union Pacific Railroad (UPRR) facility. While coordination activities continue with UPRR on the piping component, the project scope is being adjusted for this grant application to include only work located on City property, and involves the restoration, expansion, and reinforcement of Gisch Pond, including the upstream ravine west of Dickman Trail. This project will not include work associated with the culvert underneath Dickman Trail or the UP Railroad. The goal of this project is to enhance the pond's ability to capture sediment and reduce runoff velocities coming from City stormwater infrastructure.

Project Area 2: 64th Street Outfall (City Project No. 2025-14)

This project involves the replacement of damaged storm sewer along 64th St. and through Twin City Marina via a public easement. This storm sewer has exhibited issues during past flooding events that have affected City infrastructure through water backing up within the system and applying hydrostatic pressures on its various components. Additionally, deterioration of the existing pipe has allowed these hydrostatic pressures to cause the pavement and parking area structure above the facility to deteriorate and create post-flooding damage. The goal of this project is to replace and/or upgrade the failing stormwater infrastructure and thereby limit any future impacts to both City-owned and private

facilities adjacent to it.

To be considered for a grant award, an application must be submitted by February 27, 2025.

FISCAL IMPACT

The grant awards up to \$5 million per grantee and would require a 10% match from the City. The exact cost of the proposed project is not yet finalized, but staff is working to keep it under the maximum grant amount with the intent on performing both projects with City matching funds currently identified in the City's 2025-2029 CIP for the Dickman Trail culvert.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution Authorizing MPCA Stormwater Resilience Grant Application
2. 64th Street and Gisch Pond Exhibit

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

RESOLUTION NO. _____

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

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

WHEREAS, the City of Inver Grove Heights has identified two stormwater facilities that presents a higher risk of failure to both the City and surrounding landowners due to the risk of increased precipitation, overwhelmed infrastructure, and vegetation die-off; and

WHEREAS, the City of Inver Grove Heights would like to enlarge Gisch Pond between the Union Pacific Railroad and River Road, and the associated ravine located upstream of Dickman Trail, to accommodate extra storage, maintenance accessibility, and to reduce runoff velocities through the City's outfall at this location (City Project No. 2025-13); and

WHEREAS, the City of Inver Grove Heights would like to mitigate and repair the storm pipe and outlet along 64th Street and through Twin City Marina to reduce damages caused by seasonal flooding and river water backup within the City's stormwater system (City Project No. 2025-14); and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Inver Grove Heights, that the Engineering Division is hereby authorized to apply for a 2025 (Fiscal Year) Stormwater Resilience Implementation Grant through the Minnesota Pollution Control Agency.

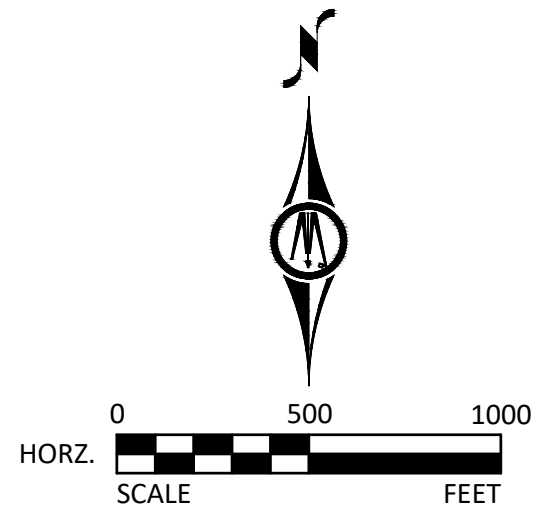
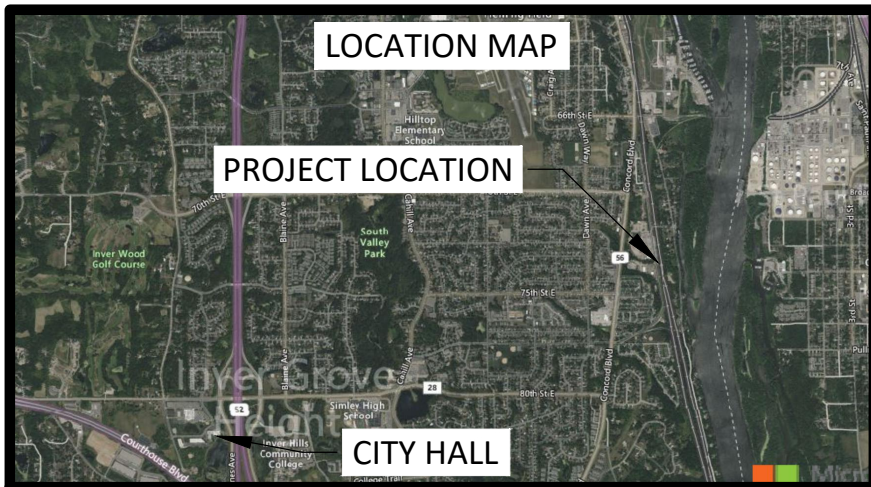
Approved by the City Council of the City of Inver Grove Heights, Minnesota this 27th day of January 2025.

Brenda Dietrich, Mayor

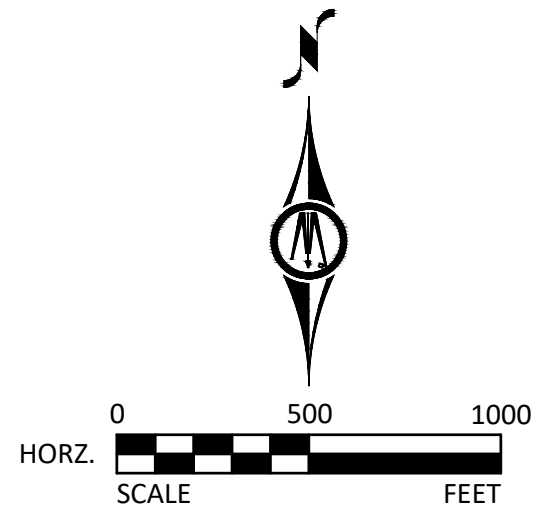
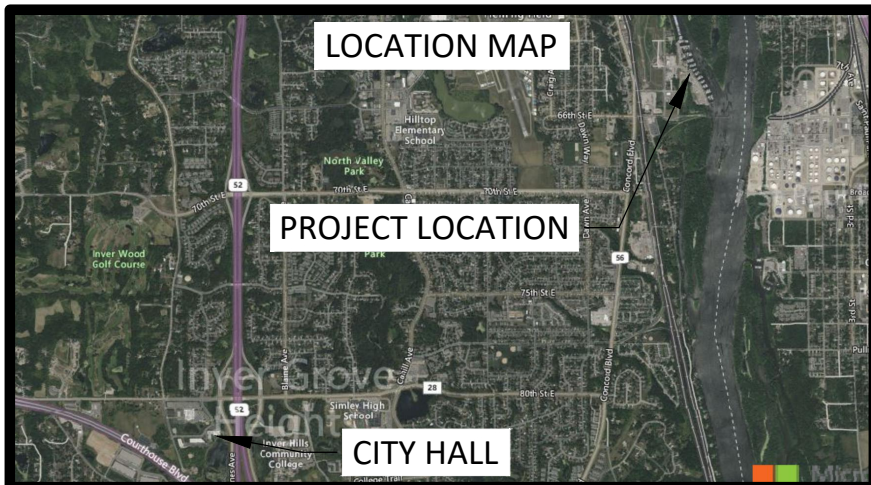
ATTEST:

Rebecca Kiernan, City Clerk

DICKMAN TRAIL OUTFALL IMPROVEMENTS



64TH ST E OUTFALL IMPROVEMENTS





Request for Council Action

SUBJECT: **Resolution Awarding a Final Design Contract for City Project Nos. 2025-13 and 2025-14**

MEETING DATE: January 27, 2025

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to approve the attached Resolution, awarding a final design contract to Barr Engineering Co. for the final designs of Gisch Pond (City Project No. 2025-13) and 64th Street Outfall (City Project No. 2025-14).

BACKGROUND

Engineering and Public Works staff have identified two locations within the City that are experiencing affects from seasonal flooding as well as increased maintenance needs due to large stormwater flows that carry sediment to the Mississippi River. Staff are looking to capitalize on the use of grant funding (MPCA Stormwater Resiliency Grants) to provide funding for the construction at each of these locations. To qualify for the grants, the City will be required to provide a design solution that is nearly complete and shovel ready so that project cost estimates are accurate. For the designs of these areas to be completed to the extent required and in the short timeframe necessary, the City requires external design assistance.

The locations requiring advanced design for grant applications include:

Gisch Pond Expansion (City Project No. 2025-13)

The expansion of Gisch Pond is part of the City's Dickman Trail culvert replacement project in the 2025-2029 CIP. The City applied for grant funding for both the Gisch Pond and Dickman Trail culvert project components in 2024, and that application was ultimately denied due to insufficient guaranteed access to all project segments, including piping located under a Union Pacific Railroad (UPRR) facility. While coordination activities continue with UPRR on the piping component, the project scope is being adjusted for a revised grant application to include only work located on City property, and involves the restoration, expansion, and reinforcement of Gisch Pond, including the upstream ravine west of Dickman Trail. The goal of this project is to enhance the pond's ability to capture sediment and reduce runoff velocities coming from City stormwater infrastructure. The Dickman Trail culvert component will be added to this project pending approval of project scope and cost responsibility between UPRR and the City.

64th Street Outfall (City Project No. 2025-14)

This project involves the replacement of damaged storm sewer along 64th St. and through Twin City Marina via a public easement. This storm sewer has exhibited issues during past flooding events that have affected City infrastructure through water backing up the system and applying hydrostatic pressures on its various components. Additionally, deterioration of the existing pipe

has allowed these hydrostatic pressures to cause the pavement and parking area structure above the facility to deteriorate and create post-flooding damage. The goal of this project is to replace and/or upgrade the failing stormwater infrastructure and thereby limit any future impacts to those City and private facilities adjacent to it.

Under prior City Project Nos. 2018-15 and 2017-19, Barr Engineering Co. (Barr) had completed preliminary design and reports for each of these areas. However, the projects were not advanced at those times due to lack of funding. In order to capitalize on this prior knowledge, staff solicited costs to complete the work necessary to advance the designs for each area to completion and to allow for grant application. Barr is in the City's Engineering Consulting Pool for work in the Surface Water and Natural Resources service area, and is qualified to perform this work through the Engineering Pool Master Professional Services Agreement.

In the event the City's grant application for these projects is unsuccessful, the work performed by Barr will be parlayed into final design documents for construction of these projects at some point in the future through the City's Capital Improvement Program.

FISCAL IMPACT

Barr has provided a cost to complete the necessary work for each project area. The breakdown of costs required for each project area is as follows:

Project Area	Total Cost (Labor + Expenses)
Gisch Pond and Ravine Improvements (2025-13)	\$198,000
64th Street Outfall Replacement (2025-14)	\$138,000
Design Contingency (Public Works Director Authorization)	\$15,000
Total	\$351,000

Funding for the above work is available through the following:

1. A carry-over from the 2024 Stormwater Operating Fund (Fund 530) Budget:
 - o \$35,000 in unspent funds budgeted for Professional Services
2. \$241,000 in unallocated funds in the Stormwater Capital Fund (Fund 531), resulting from:
 - o \$135,000 in reserves as a result of the recent transfer authorized by Resolution 2025-005, and
 - o \$106,000 in savings from 2024 capital projects.
3. 2025 Stormwater Capital Fund (Fund 531):
 - o \$75,000 budgeted for first year of design and coordination of Dickman Trail culvert (and associated project components)

RECOMMENDATION

Staff recommends adoption of the attached Resolution, awarding a final design contract to Barr Engineering Co. for the final design activities for City Project Nos. 2025-13 and 2025-14.

ATTACHMENTS

1. Resolution for Final Design Contract Award City Project Nos 2025-13 & 2025-14

2. Work Order Contract for Signatures

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING PROPOSAL AND AWARDING CONTRACT TO BARR ENGINEERING CO.
FOR THE FINAL DESIGN OF CITY PROJECT NOS. 2025-13 AND 2025-14**

WHEREAS, City staff have identified two locations within the City that need stormwater improvements and that may qualify for MPCA Stormwater Resiliency Grants to help fund repairs and improvements; and

WHEREAS, the first location is at Gisch Pond and the ravine upstream of Dickman Trail (City Project No. 2025-13) and the second location is at the 64th Street Outfall through Twin Cities Marina (City Project No. 2025-14); and

WHEREAS, City staff have provided a scope of work for each area to Barr Engineering Co. due to their prior experience performing studies and preparing preliminary designs for each of these areas; and

WHEREAS, as part of the provided scope of work, the City has requested and received an engineering services proposal to provide a negotiated final cost and contract for final design and grant assistance for each Project.

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

1. The proposal from Barr Engineering Co. dated January 16, 2025, in the amount of \$336,000 is hereby accepted.
2. As part of the final design fee for the project, the Director of Public Works is authorized to direct the use of contingency funds up to \$15,000 for changes in scope that may occur through the final design efforts.
3. Funding for these services will be supported by a \$35,000 carryover of unspent 2024 Stormwater Operating Funds (Fund 530) and \$241,000 in reserves held within the Stormwater Capital Fund (Fund 531).
4. The 2025 Stormwater Capital Fund budget will be increased by \$276,000 (from the \$75,000 original budgeted for Dickman Trail culvert to a new amount of \$351,000) to accommodate this change in project scope.
5. The Mayor and City Clerk are hereby authorized and directed to enter into a Work Order Contract for the scope of work included by reference as part of the current Master Professional Services Agreement with Barr Engineering Co.

Adopted by the City Council of the City of Inver Grove Heights, Minnesota on this 27th day of January 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Design Support for Gisch Pond & 64th St Outfall

Project Identification: This work involves providing design services for two separate projects to remedy stormwater related issues at the City's Mississippi outfalls. As part of these services, the Contractor will assist the City in the preparation of materials necessary to pursue grants associated with upgrades to stormwater systems for the impacts of climate change ([Implementation grants for stormwater resilience](#)).

Project 1: Replacement of damaged storm sewer along 64th St. and through Twin City Marina.

Project 2: Restoration, expansion, and reinforcement of Gisch Pond (NE_STM_POND_210/213) including the upstream ravine west of Dickman Trail. This project will not include work associated with the culvert underneath Dickman Trail or the UP Railroad.

This written authorization to proceed and work order contract (work order contract) is between the City of Inver Grove Heights (City) and **Barr Engineering Co.**, a Corporation, Address: **4300 MarketPointe Drive, Suite 200, Minneapolis, MN, 55435** ("Contractor"). This work order contract is issued under the authority of the City of Inver Grove Heights Master Professional Services Agreement between the City and Contractor ("Master Services Agreement") and is subject to all applicable provisions of the Master Services Agreement, which is incorporated herein by reference.

Recitals

1. The Contractor will furnish all products and perform all services defined in Article 2 of this Work Order Contract, Scope of Work and Deliverables, below.
2. The City needs a Contractor to provide professional services for design projects for the City's major storm outfalls located on 64th St and at Gisch Pond (NE_STM_POND_210/213) and preparation of applications for grant funding for each project.

Work Order Contract

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

1.1. Effective Date:

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

1.2. Expiration Date:

This work order contract will expire on **December 31, 2026**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3. Exhibits:

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

Exhibit A = Specifications, Duties, and Scope of Work

Exhibit B = Progress Report Form

2. Scope of Work and Deliverables:

- 2.1. The Contractor, who is not a City employee, will provide the following services under this work order contract: complete the tasks listed in **Exhibit A**. The Contractor's assumptions for the work required to deliver the identified scope are included as part of this Contract **Attachment 1**. The Contractor's assumptions or estimate of work will not supersede or take precedence over the requirements to deliver the specific scope items listed in this contract.
- 2.2. Deliverables are defined as the work product created or supplied by the Contractor pursuant to the terms of this work order contract.

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

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

4. Consideration of Payment:

4.1. Consideration:

The City will pay for all services performed by Contractor under this contract as follows:

4.1.1. Compensation:

Contractor will be paid for hours worked during each invoice period on a Unit Rate basis not to exceed a maximum aggregate value greater than the Total Obligation shown in Section 4.1.5:

Project 1 64th Street Outfall Replacement:

Labor Rate Costs*:	\$122,000
Direct Expense Costs:	\$16,000

* Labor Rate Costs includes direct labor, overhead and profit and is based on an estimated 785 hours of labor.

Project 2 Gisch Pond and Ravine Improvements:

Labor Rate Costs*: **\$170,000**

Direct Expense Costs: **\$28,000**

* Labor Rate Costs includes direct labor, overhead and profit and is based on an estimated 960 hours of labor.

4.1.2. Overtime:

The City will not pay directly for any overtime worked by a Contractor or a subcontractor.

4.1.3. Direct Expense Costs:

Allowable direct expense costs include project specific costs and are items not otherwise included in overhead costs. Travel expenses and open house materials specific to this project are examples of Direct Expense Costs. Any Direct Expense Costs that are necessary for Contractor to reasonably conduct day to day work must be approved, in writing, by the City's Authorized Representative prior to expenditure (i.e., costs that would normally be considered overhead costs).

4.1.4. Travel Expenses:

The Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "IRS Publication 463, Travel, Gift, and Car Expenses".

4.1.5. Total Obligation:

The total obligation of City for all compensation and reimbursements to Contractor under this contract will not exceed **\$138,000 for Project 1 (64th Street Outfall Replacement) and \$198,000 for Project 2 (Gisch Pond and Ravine Improvements).**

5. Terms of Payment:

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

6. Contractor's Project Manager:

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

Name/Title: **Tyler Olsen - Water Resources Engineer**
Address: **4300 MarketPointe Drive, Suite 200, Minneapolis MN, 55435**
Telephone: **952-832-2930**
E-Mail: **tolsen@barr.com**

7. City's Project Manager and Authorized Representative:

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

Authorized Representative	Project Manager
Name/Title: Paul Merchlewicz, P.E.	Name/Title: Chris English
Address: 8150 Barbara Ave Inver Grove Heights MN, 55077	Address: 8150 Barbara Ave Inver Grove Heights MN, 55077
Telephone: 651-450-2572	Telephone: 651-248-0157
E-Mail: pmerchlewicz@ighmn.gov	E-Mail: cenglish@ighmn.gov

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

8. Termination and Suspension

8.1. Termination by the City

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

8.2. Termination for Insufficient Funding

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

8.3. Suspension

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

9. Plain Language; Accessibility Standards

9.1. Plain Language

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

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

City Contract No.: 23-27_IGHMSA_E_WO_30

City Project: Design Support for Gisch Pond & 64th St Outfall

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

Date: _____, 20____

CITY OF INVER GROVE HEIGHTS

BY: _____

Brenda Dietrich, Mayor

ATTEST: _____

Rebecca Kiernan, City Clerk

Date: January 16, 2025

CONSULTANT

Karen L. Chandler

BY: Karen Chandler

ITS: Vice President

Exhibit A: Scope of Work

1. Project Overview

1.1. General Statement of Scope of Work

- 1.1.1. The delivery of this contract includes providing for geotechnical testing, final design, survey, and grant application services for two projects:
 - a. **Project 1:** Replacement of damaged storm sewer along 64th St. and through Twin City Marina.
 - b. **Project 2:** Restoration, expansion, and reinforcement of Gisch Pond (NE_STM_POND_210/213) including the upstream ravine west of Dickman Trail. This project will not include work associated with the culvert underneath Dickman Trail or the UP Railroad.
- 1.1.2. Anticipated funding should be expected to be a mix of Federal, State, and Local funding and will need to comply with the requirements necessary to receive such funding including standards and materials.
- 1.1.3. The City anticipates separate budgets and cost tracking for each project. The Contractor will break out expected costs per project. Tasks such as Project Management, etc., may be prorated per project.

1.2. Project Background

- 1.2.1. **Project 1:** During the Mississippi's flood event, the storm pipe along 64th St. saw significant stress due to the water pressure. This stress, compounded with the pipes' preexisting issues, led to even more degradation of the pipe. Current primary issues with the outfall are severe surface stripping/erosion of the pipe bottom, joint deterioration, joint separation, and material degradation/erosion behind the outfall concrete headwall and shoreline piling. It has become clear to the City that the pipe needs to be fully replaced and modified with a valve to prevent backflow into the pipe during Mississippi high water events.
- 1.2.2. **Project 2:** Gisch Pond (Pond NE_STM_POND_210/213) is a sediment basin located on a City owned property south of 7275 River Rd and was constructed in 2020 as part of an effort to capture sediment prior to discharging into the Mississippi River. Currently, the pond serves as the sole treatment method for nearly 400 acres of residential land which causes it to rapidly fill with sediment. The City's primary goals are to review and understand options to stabilize the upstream ravine and expand and reinforce the pond against erosion, enable easier maintenance, provide an increased level of protection to the Mississippi River from unmitigated sediment deposits.

1.3. Project Deliverables

- 1.3.1. Each project will require the same deliverable in nature (plan, spec, application, etc.) and will follow the requirements outlined below. As part of the final project deliverables, the Contractor will provide electronic copies of all documents and source information produced during the preparation of the project.

1.3.2. The Contractor will:

- c. Provide CAD base files used to develop project plans
 - i. The Contractor may bind all references to create a stand-alone plan sheet for each plan.
- d. Provide project plans in PDF format.
- e. Provide contract specifications (special provisions) for the City to bid the project.
- f. A stormwater report that outlines the risk of flooding, runoff volumes and rates through the outfall pipe.
- g. Provide any model information used for the design in PDF and their native format. Examples of model information may include hydraulic, traffic, or other.

2. Project Management

2.1. Project Coordination and Administration

- 2.1.1. Project management includes work necessary for communicating and completing the project tasks on time and within budget. The Contractor must not reassign the project manager or their primary duties without the written consent of the City's project manager. The Contractor's staff must have the training and expertise necessary for the work tasks to which they are assigned.
- 2.1.2. Meeting summaries must be submitted no later than **three** business days after each meeting. Final meeting summaries must be submitted no later than **one** business day after receiving comments on draft summaries.
- 2.1.3. The Contractor will:
 - a. Prepare invoices accompanied by:
 - i. Progress report form (Exhibit B).
 - ii. Supporting data for direct expenses.
 - iii. Manage, coordinate, direct, and monitor subcontractor services, including reviewing progress reports, deliverables, schedule, and invoices.
 - b. Update the City's project manager on the status of the project schedule, budget, and general status/progress at the biweekly progress meetings.
 - c. Store all deliverables in an organized electronic document management system and make deliverables available to the City's project manager as needed whether the file is incomplete, in draft form, or the final deliverable.
 - d. Track issues and action items that develop during the project that either need resolution or implementation. The Contractor will review project issues and action items with the City's project manager at the weekly progress meetings.

2.2. Project Meetings

2.2.1. Kickoff Meeting

- e. The Contractor will schedule and facilitate a project kickoff meeting to confirm the basic project objectives, solidify a work plan, and obtain consensus on the project requirements. This meeting must occur no later than **five** business days after notice to proceed. The meeting will be held via **Microsoft Teams** or at **Inver Grove Heights City Hall** and will include up to **two** Contractor staff.

2.2.2. Project Management Team (PMT) Meetings

- a. The Contractor will facilitate biweekly PMT meetings with the City's project manager and other personnel as identified by the City's project manager. The PMT meetings are intended to provide a management-level view of project development.
- b. The Contractor will:
 - i. Meet with the City's project manager biweekly, or as needed, to review progress of deliverables, issues, and team effectiveness.
 - ii. Solicit feedback from the City's project manager to assess whether all services meet the requirements of the project.
 - iii. Identify needs and issues and discuss steps.
- c. Progress meeting attendees may vary depending on issues that need discussion. The Contractor's project manager must attend these meetings.
- d. PMT meetings may be used to address City comments for each of the review submittals to discuss City comments and provide resolution before finalizing all deliverables necessary for bidding.

3. Project Understanding

3.1. Project Walkthrough

- 3.1.1. A detailed understanding of project scope and potential challenges/risks is necessary for the development of a feasibility study that provides effective direction for the completion of the project's final design.
- 3.1.2. The Contractor will:
 - a. Schedule a time to visit the 64th St. outfall and the Gisch Pond (and adjacent ravine) with members of the City's staff.
 - b. Document potential scope items, risks, and issues.
 - c. Provide a summary of notes taken during walkthrough to City staff at PMT meetings.

4. Design Survey

4.1. File Format

- 4.1.1. Deliverable format for survey data will be an ASCII file in State format using linework and comment coding for inclusion into AutoCAD Files using the current versions of AutoCAD.

4.2. Standards and Guidance

- 4.2.1. Survey work must meet best management practices (BMPs) for surveying
- 4.2.2. All work shall be completed using the Dakota County Coordinate System North American Datum (NAD) 83, 1986 adjustment and North American Vertical Datum (NAVD) 88 vertical datum.

4.3. Conduct Topographical Surveys

- 4.3.1. The Contractor will:
- a. Send out a mass mailing to notify landowners of survey intention (if applicable).
 - b. Prepare a topo survey work plan and schedule for all survey activities and will review work progress with the City at scheduled PMT meetings.
 - c. Conduct topographical surveys for two project areas:
 - i. **Project Area 1 (64th Street Outfall):**
 - Survey existing above ground features at and adjacent to pipe alignment, structures, outfall, and riverbank.
 - Survey inplace structures and appurtenances to determine structure depths and existing infrastructure configurations.
 - Capture any additional survey information necessary based on preliminary plans as previously developed for project area.
 - ii. **Project Area 2 (Gisch Pond):**
 - Survey existing above ground features within City rights of way lying between the UP-Railroad facility and River Road to determine what maximum sized stormwater facility might be obtained.
 - Survey ravine from Dickman Trail extending west up the ravine to determine best design available for any and most effective BMP installations within the ravine.

5. Geotechnical Exploration

5.1. Standards and Guidance

- 5.1.1. Provide the City's Project Manager with a Geotechnical Plan identifying the appropriate number of tests for each project area to understand underlying surface conditions:

- 5.1.2. The contractor will provide a geotechnical with sufficient information to make informed decisions for each project area.

6. Stormwater Modelling

6.1. Standards and Guidance

- 6.1.1. As part of this contract, the Contractor will determine the necessary permitting required to complete the work and ensure all deliverables comply with the required permits. Potential regulatory bodies to be aware of include but are not limited to:
 - a. Minnesota Department of Natural Resources
 - b. Lower Mississippi River Watershed Management Organization
 - c. United States Army Core of Engineers
 - d. Mississippi River Conservation Corridor Authority
 - e. City of Inver Grove Heights
- 6.1.2. Prior to commencing work on the plans, the Contractor will explore additional funding opportunities related to the planning and preparation phases of the project. If an opportunity is identified, the City will consider extending its timelines for the projects.
- 6.1.3. Prior to commencing work on the plans, the Contractor will identify review timeframes required by each regulatory agency necessary for permitting and create a schedule with substantial submittal dates/review timeframes.
- 6.1.4. Create separate project plans for each project area (64th St. & Gisch Pond). This will result in two plan sets and stormwater reports that each follow the requirements outlined below.
- 6.1.5. As part of this contract, the City will pay for one site visit to each project consisting of two of the Consultants' staff. Additional consultant staff will not be paid for by the City.

6.2. Stormwater (SWMM) Modeling

- 6.2.1. The contractor will make all necessary updates to the existing SWMM stormwater models to properly analyze all factors listed in section 3.3.
- 6.2.2. Prepare a preliminary analysis for stormwater highlighting flooding risk, rate control and runoff volumes
- 6.2.3. Deliverables (each project area):
 - a. Modelling outputs in PDF format.
 - b. Stormwater model in native model format (SWMM).
- 6.2.4. Contractor will prepare/update initial models to develop appropriate designs. Initial modelling outputs will be required for non-final plans. The final stormwater model will only be necessary with the final submittal.

7. Project Plans

7.1. Standards and Guidance

- 7.1.1. The final plans must be prepared in accordance with current City standards or State Aid standards where applicable.
- 7.1.2. The plan set must comply with the form, sequence, and content of the City's and State's (where not superseded by City) current:
 - a. Project Item List (AASHTOWare) from the current MnDOT Standard Specifications for Construction (<http://transport.dot.state.mn.us/Reference/refItem.aspx>)
- 7.1.3. The proposed improvement construction plans must be consistent with identified work, limits, features, and constraints identified in the project feasibility report(s).

7.2. Prepare 60 Percent Plans

- 7.2.1. The Contractor will:
 - a. Prepare and submit the 60 percent design package for each project area (64th Street and Gisch Pond), including sheets as noted in the City's 60 percent review checklist. Any potential design alternates should be noted for this submittal.
 - b. Prepare and submit a draft special provisions write-up for items not covered in the boilerplate. This includes:
 - i. Coordinate with the City to develop a list of, or draft of, special provisions that modify or supplement the Standard Specifications for Construction to communicate project specific needs during construction operations
 - ii. Replace, modify, or supplement existing sections in MnDOT Standard Specifications for Construction based on project need
 - iii. Provide a list to the City for incorporate of all requirements that are not included in Standard Specifications for Construction
 - iv. Discuss modifications needed with City prior to modifying Division 1 and/or Division 3 of the Standard Specifications for Construction with Special Provisions
 - c. Develop a project cost estimate incorporating all major contract items. Cost estimate will include a reasonable contingency allowance.
 - d. Identify preliminary contract time details to identify construction timeframes, citywide coordination, and timing. Contract time details will be used to identify needs for later stage special provision information.
- 7.2.2. As part of the 60 percent plan submittal, the Contractor will host a Bluebeam Studio session to distribute plans to City staff for review.
- 7.2.3. Deliverables (each project area):
 - a. 60 percent design package
 - b. Draft special provisions write-up for time and traffic

- c. Draft cost estimate including all major pay items at a minimum and expected contingencies
- d. Preliminary contract time estimation

7.3. 100% Plan Submittal

- 7.3.1. The Contractor will prepare and deliver the 100 percent design package, which must incorporate comments from the 60 percent plans and include (for each project area):
 - a. Full construction plan set
 - b. Final construction cost estimate
 - c. Any Division S special provisions required solely for this project
- 7.3.2. Deliverables (each project area):
 - d. 100 percent design package
 - e. Full construction plan set of original, signed, reproducible plans
 - f. Final construction cost estimate with the cost participation breakdown
 - g. Specific Division S Special provisions to this project
 - h. Final Contract Time determination and special provisions

8. Grant Application

- 8.1.1. The Contractor will assist the City in determining how each project aligns with the available grant funds available. For the purposes of this scope of work, the Contractor will assume that both projects will qualify for grant funding and assign the appropriate effort for each project area separately.
- 8.1.2. Information required for the application includes:
 - a. A project narrative describing the work to be completed
 - b. A summary of flooding risks/dangers of leaving the current pipe in place vs full replacement
 - c. Exhibits showing the project location in relation to the MPCA's environmental justice zones
 - d. Additional items as needed to complete the application

Exhibit B: Progress Report Form

For Invoice No.: _____

Billing Period: from _____ to _____

Contract Notice to Proceed Date: []

Contract Expiration Date: []

[]

Design Support for Gisch Pond & 64th St Outfall

Notes	Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
64th Street Outfall					
1	Project Management	\$8,000			
	Project Understanding	\$4,000			
	Design Survey	\$4,000			
	Geotechnical Exploration	\$45,000			
	Stormwater Modelling	\$24,000			
	Project Plans	\$46,000			
	Grant Application	\$7,000			
Subtotal		\$138,000			
Gisch Pond					
1	Project Management	\$12,000			
	Project Understanding	\$8,000			
	Design Survey	\$8,000			
	Geotechnical Exploration	\$59,000			
	Stormwater Modelling	\$38,000			
	Project Plans	\$66,000			
	Grant Application	\$7,000			
Subtotal		\$198,000			
Total					

1 - Project management is prorated at a rate of 40%/60% (64th Street/Gisch) respectively.

Date



Request for Council Action

SUBJECT: **Contract Renewal for Fire Department Mental Wellness Services**

MEETING DATE: January 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Judy Thill, Fire Chief, 651.450.2495

ACTION REQUESTED

The Council is asked to approve the attached 2025 contract with Wellness That Fits for annual wellness check-ins and training, critical incident response, and counseling sessions for staff in the City's Fire Department.

BACKGROUND

At its September 27, 2024 meeting, the Council authorized the Fire Department to enter into a contract with Wellness That Fits to provide mental health services for Fire Department staff, beginning in 2024.

With firefighters responding to many different types of calls each and every day, some of which result in life-altering injuries or death, they see things the general public will never be exposed to. As a result, firefighters experience higher rates of mental health challenges than the general population – particularly in the areas of sleep disorders, depression, substance abuse, post-traumatic stress injury and suicidal ideation/action. Each year, an increasing number of firefighters die by suicide, linked to their experiences delivering emergency services to the public.

This 2025 contract allows the Fire Department to continue the mental health services that were stated in 2024.

FISCAL IMPACT

The contract establishes an hourly rate for the different services, so the final cost will depend on the the amount of services used. The Fire Department's 2025 budget includes \$30,000 for this purpose.

RECOMMENDATION

Staff recommends approval of the attached contract.

ATTACHMENTS

1. Resolution Approving Wellness That Fits Renewed 2025 Contract
2. 2025 IGHFD Contract with Wellness That Fits

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

RESOLUTION NO. _____

RESOLUTION APPROVING 2025 CONTRACT WITH WELLNESS THAT FITS

WHEREAS, firefighters responding to calls are exposed to situations resulting in life-altering injuries and death; and

WHEREAS, firefighters experience a much higher rate of mental health challenges than the general population; and

WHEREAS, there is a strong connection between post traumatic stress injury and traumatizing rescue work, with an increasing number of firefighters dying by suicide each year; and

WHEREAS, the IGH Fire Department would like to renew its contract with Wellness That Fits, to provide mental wellness check-ins, training, counseling sessions and critical incident response; and

WHEREAS, Wellness That Fits charges an hourly rate which is based on services provided; and

WHEREAS, there is \$30,000 in the Fire Department's 2025 budget to cover this expense; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, does hereby approve the contract with Wellness That Fits.

Adopted by the City Council of Inver Grove Heights this 27rd day of January 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Services Agreement

This Services Agreement (the “Agreement”) is made and entered into as of the date the last party executes this Agreement (the “Signature Date”) between Wellness That Fits, LLC, A Minnesota Limited Liability Company (“Company”), and the City of Inver Grove Heights, a Minnesota municipal corporation (“Client”).

Agreement

1. **Term of Agreement:** This agreement will become effective when signed by both parties and will extend through the end of December of that year. This Agreement will then automatically renew for successive one-year periods beginning January 1st of the following year unless either party notifies the other party in writing at least 30 days prior to the expiration of the then-current term that such party does not wish the Agreement to be renewed.
2. **Services:** The Company agrees to provide the following services:
 - Critical Incident and Traumatic Event Response
 - Leadership training
 - Mental health training
 - Family mental health training
 - Ride-alongs

Specifications of these services are outlined in Exhibit 1.

3. **Compensation:** Client agrees to pay Company for the performance of the Services at the rates outlined in Exhibit 1.
4. **Qualifications.** Company will ensure that each individual providing services to Client:
 - 4.1 Is qualified in terms of education and training to provide the Services, in accordance with all federal, state, and local statutes and regulations.
 - 4.2 Maintains in good standing and without limitations, exceptions, or conditions, at all times while performing the Services, any license, registration, or certification necessary to provide the Services;
 - 4.3 Has passed a background check, if required by law
 - 4.4 Has demonstrated competency to perform the Services
 - 4.5 Is physically and mentally capable of performing the Services

5. **Expenses:** Company shall furnish, at Company’s sole expense, the equipment, supplies, and other materials required or used by Company to perform the Services. It is expressly understood that the Company is an “independent contractor” and its employees are not employees of the

Client. The Company shall have control over the manner in which the Services are performed under this Agreement.

6. 6. Insurance Requirements. The Company, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. General Liability. The Company shall maintain Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The Client, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.
- B. Automobile Liability. If the Company operates a motor vehicle in performing the Services under this Agreement, the Company shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.
- C. Professional (Errors and Omissions) Liability Insurance. The Company shall maintain professional liability insurance for all claims the Company may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Company's professional services required under this Agreement. The Company is required to carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and the Company shall maintain such insurance for a period of at least two (2) years, following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by the Company to fulfill this requirement.
- D. Workers' Compensation. The Contractor shall provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota.

6. Invoices: Company will submit invoices to Client for Services performed once per month. Company will include on each invoice a description of the Services performed, time spent performing the Services, and the date the Services were performed.

7. Payment: Client shall pay Company invoiced amounts within thirty (30) calendar days after receipt. In the instance of a good faith dispute, the parties agree to work together to resolve the dispute in a prompt manner. Past due invoices shall bear interest at an annual rate of ten percent (10%). Upon termination of this Agreement for any reason, Client shall pay the Company for any Services performed prior to termination

8. Termination: This Agreement may be terminated under the following circumstances:

8.1 By mutual consent of the Company and Client

8.2 By either party with 30 days notice to the other party

8.3 Immediately upon breach of this Agreement by the Company or the Client

9. Indemnification:

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

10. Confidential Information: Company acknowledges that it will be necessary for Client to disclose certain private, not public, and information to Company in order for Company to provide Services to the Client and Client's employees and volunteers under this Agreement. Company acknowledges that disclosure to a third party or misuse of this private or confidential information would irreparably harm Client. Accordingly, Company will not disclose or use, either during or after the term of this Agreement, any private, not public, or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. Company further agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Company understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Company in performing those functions that the City would perform is subject to the requirements of Chapter 13, and the Company must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Company to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

11. Applicable Law: This Agreement will be governed by Minnesota law, without giving effect to conflict of laws principles.

Signatures

Company/Owner: _____
Printed Name

Signature Date

Client: _____

Printed Name

Signature

Date

EXHIBIT 1

Services and Fees

1. Critical Incident and Traumatic Event Response

The World Health Organization defines a critical incident as an event out of the range of normal experience – one which is sudden and unexpected, involves the perception of a threat to life and can include elements of physical and emotional loss. Any employee who believes they have experienced a critical incident and wants to receive services will have the opportunity for up to five sessions with a Wellness That Fits provider who has experience working with fire service personnel.

In the event of a critical incident, Wellness That Fits can provide the following services:

- Outreach: When provided a list of those involved in a critical incident, a therapist can reach out to each person, check-in, and offer an appointment. (**Fee:** \$150/hr, billed in 15 min. increments)
- Debriefing: A trained therapist can work with the peer support team to provide a critical incident stress debriefing to those impacted by the incident. (**Fee:** \$150/hr)
- Critical Incident Sessions: Up to five sessions per critical incident per individual (**Fee:** \$150/hr)

In the event of a traumatic event, Wellness That Fits can provide the following services:

- Outreach: When provided a list of those involved in a traumatic event, a therapist can reach out to each person, check-in, and offer an appointment. (**Fee:** \$150/hr, billed in 15 min. increments)
- Traumatic Event Sessions: These would come from the pool of sessions for the agency

2. Training

Leadership Training (3 hours)

- A leadership training will be provided prior to the full fire department training
- A survey will be sent to the leadership team to determine the training objectives
- \$200/hr per therapist trainer

Full Department Event/Training (3 hours)

- Two three-hour trainings will be provided to the fire department
- The goals of this event are to introduce the Wellness That Fits team to the fire department, explain Wellness That Fits services, and schedule annual wellness check ins.
- \$200/hr per therapist trainers (up to 8 therapist trainers)

Family Engagement Event (2 hours)

- One two-hour training will be provided to department family members

- The goals of this training is to introduce families to Wellness That Fits and provide information about how to recognize signs and symptoms of mental health challenges in their firefighter
- are to introduce the Wellness That Fits team to the department, explain Wellness That
- \$200/hr per therapist trainer

3. **Ride-alongs**

- This contract will begin with a high visibility approach
- WTF therapists will rotate through ride-alongs across different shifts
- Therapists will schedule shifts in 5 hour increments
- \$130/hr

4. **Annual Wellness Check-ins**

Wellness Check-ins are an opportunity to meet with a mental health professional and discuss your overall wellness. Wellness Check-ins are up to 50 minutes in length and are not therapeutic in nature. Additional resources and recommendations may be provided by the mental health professional to the recipient, and they may choose to engage in further services at their leisure.

- Mandatory wellness check-ins are for the entire department (approximately 60)
- Wellness check-ins will take place across two months of the year agreed upon by Client and Company.
- Cancellations and Missed Appointments: In the event of a no-call, no show, the agency will be billed at the full rate. In the event of a cancellation within 24 hours, the agency will be billed at the full rate. In the event of a late cancellation within 24 hours due to a work-related incident, the agency will not be billed. In the event of a cancellation outside of 24 hours, the agency will not be billed.
- **Fee:** \$130 per session

5. **Additional Therapy Sessions:**

After an individual has completed their annual wellness check-in, they will have the opportunity to utilize up to 12 additional sessions per person.

- **Fee:** \$150 per session

*A 10% administrative fee will be applied to all services provided



Request for Council Action

**SUBJECT: Acceptance of Grant / Donation from Firehouse Subs
Public Safety Foundation**

MEETING DATE: January 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Judy Thill, Fire Chief, 651.450.2495

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, accepting a grant in the amount of \$34,661.96 from the Firehouse Subs Public Safety Foundation and authorizing purchase of a Utility Terrain Vehicle (UTV) and attachable plow.

BACKGROUND

At its June 27, 2022 meeting, the City Council authorized the Fire Department to apply to the Firehouse Subs Public Safety Grant Program. Firehouse Subs has a foundation that provides grants of up to \$50,000 for fire departments to purchase equipment, such as Utility Terrain Vehicles (UTV). A properly outfitted UTV, otherwise known as a side-by-side, is smaller and lighter than a pick-up truck, but can still perform many of the same functions, including transporting personnel and equipment and carrying medical supplies and stretchers.

Inver Grove Heights has many acres of undeveloped land that can present significant access challenges for getting personnel and equipment to fires, medical calls and other emergencies. When the Department's pick-up trucks are too big or heavy to travel along trails and through wooded areas, Fire Department personnel can be required to walk significant distances, carrying heavy equipment or patients, in all types of weather conditions.

This grant program opens every quarter, so if a grant is not awarded to an applicant during one quarter, the applicant can continue to apply in subsequent quarters. The latest application period for which the IGH Fire Department applied opened in October 2024. At that time, the IGH Fire Department applied for an enclosed 4-seat UTV, plus a heavy-duty plow and all plow attachments. As part of the application process, a quote of \$34,661.96 from Tousley Motor Sports and Marine was included for those items specified.

The Fire Department recently received notice from the Firehouse Public Safety Foundation that we have been awarded a grant in the full amount of \$34,661.96. After acceptance of this grant, the Fire Department will work with the Firehouse Subs Public Safety Foundation to develop a formal press release in accordance with the grant program rules.

FISCAL IMPACT

This grant has no funding match requirement. The vendor has confirmed the original quote is still good and this unit is in stock, so there would be no additional cost to purchase the UTV, plow and

accessories that were listed on the quote. However, a second quote will be obtained prior to making the purchase to ensure a competitive price.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, accepting the grant, amending the Fire Department's 2025 budget to include this new funding and authorizing purchase of the UTV.

ATTACHMENTS

1. Resolution for FD to accept UTV Grant (Jan 2025)
2. Quote for Fire Dept UTV

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM
FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION TO PURCHASE
A UTILITY TERRAIN VEHICLE FOR THE FIRE DEPARTMENT**

WHEREAS, the City of Inver Grove Heights recognizes there are areas of undeveloped land within the city that are not accessible with the vehicles presently owned by the Fire Department; and

WHEREAS, the Fire Department applied for a grant through the Firehouse Subs Public Safety Foundation to purchase a Utility Terrain Vehicle (UTV), plow and plow accessories for emergency access to this undeveloped land; and

WHEREAS, the grant application required a quote at the time of application which was submitted to the Foundation for \$34,661.96 to purchase the requested equipment;

WHEREAS, the Firehouse Subs Public Safety Foundation recently notified the Fire Department that it has been awarded the full amount requested to purchase the specified equipment in the quote;

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

1. Authorizes the Fire Department to accept a grant from the Firehouse Subs Public Safety Foundation in the amount of \$34,661.96;
2. Amends the Fire Department's 2025 budget to increase line item 101.2200.000.5615 (Machinery & Equipment) from \$0.00 to \$35,000.00.
3. Authorizes the Fire Department to purchase a UTV, plow and plow accessories for a cost not to exceed \$35,000, after obtaining a comparable quote from a second vendor.

BE IT FURTHER RESOLVED that the City Council extends its sincere thanks and appreciation to the Firehouse Subs Public Safety Foundation for their generous support of the Inver Grove Heights Fire Department.

Passed by the City Council of Inver Grove Heights this 27th day of January, 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

QUOTE



1400 COUNTY RD E EAST, WHITE BEAR LAKE, MN 55110
(651) 483-8296 TOUSLEYMOTORSPORTS.COM



AUSTIN PETERSON
SALES CONSULTANT
WHITE BEAR LAKE, MN

NAME: CITY OF INVER GROVE HEIGHTS FIRE DEPARTMENT DEAL NUMBER: 40915
JUDY THILL, FIRE CHIEF DATE: 10/04/2024
ADDRESS: 9200 COURTHOUSE BLVD SALESMAN: AUSTIN PETERSON
INVER GROVE HEIGHTS, MN 55077 LIENHOLDER: NA
PHONE: 651-450-2495
EMAIL: jthill@ighmn.gov

(651) 483-8296 EXT. 195
APETERSON@TMSMN.COM
TOUSLEYMOTORSPORTS.CO

STOCK #	N/U	YEAR	MAKE	MODEL	MODEL NAME	VIN #	COLOR	ODOM	AMOUNT
BCR9201A	N	2024	CANAM	6MRB	DEFENDER MAX LIMITED HD10		FIERY RED	0	\$30,222.00

TRADE INFORMATION

STK #	YEAR	MAKE	MODEL	VIN #	ODOM	TRADE \$
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ACCESSORIES

1	HEAVY DUTY PLOW ATTACH PLOW	\$234.99
1	FRAME PUSH ASS'Y	\$939.99
1	SNOW PLOW_72IN B-160 KIT	\$569.99
1	PLOW ACTUATOR HYDRAULIC KIT	\$1,559.99
-1	TMS DISCOUNT	(\$156.00)

LABOR:	\$693.00
ACCESSORY TOTAL:	\$3,841.96
PREPAID MAINTENANCE:	\$0.00
TIRE & WHEEL:	\$0.00
SERVICE CONTRACT:	\$0.00
THEFT PROTECTION:	\$0.00
GAP INSURANCE:	\$0.00
GPS:	\$0.00
BATTERY WARRANTY:	\$0.00

PURCHASE AGREEMENT

TOTAL UNIT(S) SALE PRICE:	\$30,222.00
MFG. FREIGHT / SURCHARGE:	\$0.00
DEALER HANDLING:	\$399.00
ACCESSORY TOTAL:	\$3,841.96
TOTAL SELLING PRICE:	\$34,462.96
LESS TRADE ALLOWANCE:	\$0.00
TAXABLE AMOUNT:	\$34,462.96
EXCISE TAX/SALES TAX:	\$0.00
OPTIONAL PRODUCTS:	\$0.00
LICENSE:	\$0.00
ENVIRONMENTAL FEE:	\$0.00
DOCUMENTATION FEE:	\$199.00
UCC/TRANSIT TAX:	\$0.00
PLUS TRADE PAYOFF:	\$0.00

TOTAL:	\$34,661.96
LOSS OF CASH DISCOUNT:	\$0.00
DOWN PAYMENT:	\$0.00
BONUS BUCKS/ADDITIONAL PYMNT:	\$0.00
ACCESSORY COUPON:	\$0.00

AMOUNT DUE: \$34,661.96

Customer(s) 10/04/2024

Seller  Date 10/04/2024

** ALL SALES FINAL **



Request for Council Action

SUBJECT: **2025 Contract with Messerli & Kramer for Government Relations Services**

MEETING DATE: January 27, 2025

ITEM TYPE: Consent Agenda

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to authorize the appropriate officials to enter into the attached agreement with the firm of Messerli & Kramer for governmental relations services during calendar year 2025.

BACKGROUND

For several years, the City of Inver Grove Heights has contracted with Katy Sen of the firm Messerli & Kramer to provide government relations services, representing the City's interests with the Minnesota legislature and various state agencies. These services include assistance monitoring proposed legislation as it gets introduced and works its way through the process, drafting bills of specific benefit to IGH and then identifying sponsors and working to get hearings for them, and advising the City on strategy and presentation of its legislative agenda.

FISCAL IMPACT

The quoted price for this contract is \$46,000 for calendar year 2025, which is an increase of \$1,500 from the 2024 price. Funding for this contact is included in the Professional Services line of the adopted 2025 budget for the Mayor & Council.

RECOMMENDATION

I recommend that the Council authorize the appropriate officials to enter into the attached contract on behalf of the City, for government relations services for calendar year 2025.

ATTACHMENTS

1. 2025 Contract with Messerli Kramer

MESSERLI & KRAMER, P.A.
and
CITY OF INVER GROVE HEIGHTS

Contract for Government Relations Services
2025 Legislative Session Representation

This contract for the provision of government relations services is entered into between Messerli & Kramer P.A. and the City of Inver Grove Heights.

SERVICES TO BE PROVIDED

During the period January 1, 2025 through December 31, 2025, Messerli and Kramer will provide government affairs services on behalf of the City of Inver Grover Heights for items included on the City's 2025 Legislative Platform. Katy Sen will be lead lobbyist from Messerli and Kramer.

LEGISLATIVE SERVICES TO BE PROVIDED

Lobbying. Messerli & Kramer will provide legislative lobbying for the City of Inver Grove Heights on items included on the City's Legislative Platform. This includes monitoring bill introductions; monitoring hearings of interest to the City; drafting of bills; requesting bill hearings; lobbying key legislators and executive branch staff. The Firm will provide advice on strategy and process to represent the interests of the City at the Legislature.

Liaison with State Government Officials. Messerli and Kramer will facilitate meetings with the Governor's Office and other members of the executive branch as needed.

BUDGET

For legislative services as outlined above related to the City of Inver Grove Heights, for the term of the contract, Messerli & Kramer will charge a retainer of \$46,000. Invoices will be sent quarterly in January, April, July, and October in the amount of \$11,500. Invoices will be due upon receipt.

CONFLICTS OF INTEREST

Together with this contract we have included a copy of Messerli & Kramer's Conflict of Interest policy and a list of current governmental relations clients. Included are the procedures that will follow should a conflict of interest arise.

AMENDMENTS

Amendments to this contract may be made upon the request of either party and upon their mutual consent of the same.

TERMINATION

This contract may be terminated by either party upon 30 days written notice to the other party.

This contract is entered into on the _____ day of _____ 2024 by

Katy Sen
Lobbyist Principal
Messerli & Kramer, P.A.

Kris Wilson
City Manager
City of Inver Grove Heights

MESSERLI | KRAMER

Messerli & Kramer P.A. is aware that conflicts between clients can negatively impact their legislative programs. We assume the responsibility to examine the issues presented by any potential clients for conflict with existing client legislative initiatives. To that end, we have developed a Conflicts of Interest Policy which we include as part of all client representation agreements. It is our belief that most conflicts can be avoided through a commitment to early identification of issues and by notification of clients.

Conflicts of Interest Policy

Messerli & Kramer P.A. has an affirmative obligation to promptly detect and immediately report any potential conflict between the legislative objectives of its clients. Legislative clients also have an affirmative responsibility to detect potential conflicts and notify Messerli & Kramer P.A. regarding them. A conflict of interest will be deemed to exist whenever either a legislative client or the firm determines there is a conflict. Prospective clients are advised to review the aforementioned firm profile of current clients.

We make every attempt to identify any potential conflict of interest with existing clients prior to being retained by a new legislative client. This process includes a full discussion within our Government Relations Department and disclosure of the potential conflict issues to existing legislative clients who may be affected. If any significant conflict becomes apparent that cannot be resolved at this stage, the firm will decline the new representation absent client consent.

If a conflict of interest arises between two or more existing legislative clients, the following guidelines will apply:

1. An attempt will be made to resolve or compromise the conflict between the clients. A compromise must be agreed to by all affected clients.
2. If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved.
3. If the conflict is not resolved by a client's withdrawal of the issue or mutual compromise of the conflicting points of view, Messerli & Kramer P.A. must withdraw from representation of all clients on that particular legislative issue. Messerli & Kramer P.A. will contact appropriate parties to explain the conflict and the firm's withdrawal from the issue.
4. The client, with the firm's assistance, will be responsible for making their own arrangements for legislative representation on the issue giving rise to the conflict and withdrawal. Messerli & Kramer P.A. will renegotiate any retainer or contract agreement with an affected client to reflect the withdrawal.
5. If a pattern of conflicts develops between legislative clients, the Firm will evaluate the situation with the affected clients. The Firm will cease representation as necessary to eliminate any continuing conflict of interest and will explain the withdrawal to all affected parties.

2024 GOVERNMENT RELATIONS CLIENT LIST

Abbott Laboratories	Medical Alley Association
Action Now Initiative, LLC	METRC
Alliance for Automotive Innovation	Minnesota Contractor Coalition
Alliance for Responsible Consumer Legal Funding (ARC)	Minnesota Defense Lawyers Association
AMAROK	Minnesota Firefighter Initiative (MnFire)
American Swedish Institute	Minnesota Society of CPAs
Animal Humane Society	Minnesota Sports and Events
CB Gear MN	Minnesota Twins Baseball Club
City of Bloomington	Minnesota Valley Transit Authority
City of Edina	Minnesota Zoo
City of Inver Grove Heights	North American Council on Adoptable Children
City of Saint Paul	Northside Economic Opportunity Network
Consumer Data Industry Association	Native American Community Clinic
Delaware North	Pediatric Home Service
Diageo North America	Reproductive Health Alliance
Ecolab	Shipt
Great River Passage Conservancy	Takeda Pharmaceuticals
Haleon	US Bancorp
Hennepin County	
Hennepin County Medical Center	
Hennepin County Regional Rail Authority (HCRRA)	
I-494 Corridor Commission	



Request for Council Action

SUBJECT: **Consideration of New Liquor License Application -
Open Window Theatre**

MEETING DATE: January 27, 2025
ITEM TYPE: Public Hearing
CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to consider an application for a new Wine with Strong Beer Liquor License for Epiphany Studio Productions, doing business as Open Window Theatre.

BACKGROUND

Epiphany Studio Productions, doing business as Open Window Theatre, has applied for a Wine with Strong Beer Liquor License for their location at 5300 Robert Trail S, Suite 400, Inver Grove Heights MN.

The Police Department has conducted the requisite background investigation on the applicants and found no basis for denial of the requested license. Fees and certificates of insurance have been received. The public hearing notice was published in the January 12, 2025, issue of the Pioneer Press.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends conducting a public hearing followed by adoption of a motion to approve the liquor license application for Epiphany Studio Productions, doing business as Open Window Theatre.

Final issuance of the license would be contingent upon the applicant fulfilling all requirements of the Alcohol and Gambling Enforcement Division of the Minnesota Department of Public Safety, as well as inspection approvals from the City's Fire and Building Departments.

ATTACHMENTS

None



Request for Council Action

SUBJECT: Rental Housing Licenses

MEETING DATE: January 27, 2025

ITEM TYPE: Regular Business

CONTACT: Mary Lein, Assistant to the Chief Building Official, 651-450-2552

ACTION REQUESTED

The Council is asked to consider approval of rental housing licenses.

BACKGROUND

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

The following rental license applications have been submitted:

RENTAL ADDRESS	PROPERTY OWNER	PROPERTY MANAGER
6952 Archer Trail	Sujith Kolan Inver Grove Heights, MN	Sujith Kolan Inver Grove Heights, MN
4728 Blaylock Way	Christopher Tomasson Denver, CO	Tyler Brietzke Cottage Grove, MN
2574 90th St E	David & Marsha Workman, Inver Grove Heights, MN	David Workman, InverGrove Heights, MN
1572 76th St W	Paul Escobar Cauti Cottage Grove, MN	Paul Escobar Cauti Cottage Grove, MN
4707 Blaine Ave	Chelsea Crego Woodbury, MN	Chelsea Crego Woodbury, MN
2782 87th St E	Gena Wong Maplewood, MN	Gena Wong Maplewood, MN
6997 Delaney Ave	Robert Dahl Inver Grove Heights, MN	Robert Dahl Inver Grove Heights, MN
8871 Branson Dr	Dublin Investments LLC St. Michael, MN	Erik Eveland St. Michael, MN

8646 Bernard Path	Dublin Investments LLC St. Michael, MN	Erik Eveland St. Michael, MN
4911 Bisset Ln	Hadley Investments LLC Cottage Grove, MN	Allen Dressely Cottage Grove, MN
4835 Babcock Trl	Southview Leased Housing LLC Wayzata, MN	Richard Bethke Minneapolis, MN
5445 Babcock Trl #206	10 MABC Portfolio, LLC Edina, MN	Ryan Tauer West St. Paul, MN
5445 Babcock Trl #105	10 MABC Portfolio, LLC Edina, MN	Ryan Tauer West St. Paul, MN
5445 Babcock Trl #101	10 MABC Portfolio, LLC Edina, MN	Ryan Tauer West St. Paul, MN
5447 Babcock Trl #106	JM Condo LLC Edina, MN	Ryan Tauer West St. Paul, MN
5447 Babcock Trl #206	10 MABC Portfolio, LLC Edina, MN	Ryan Tauer West St. Paul, MN
5447 Babcock Trl #204	10 MABC Portfolio, LLC Edina, MN	Ryan Tauer West St. Paul, MN
5447 Babcock Trl #104	10 MABC Portfolio, LLC Edina, MN	Ryan Tauer West St. Paul, MN
5447 Babcock Trl #103	10 MABC Portfolio, LLC Edina, MN	Ryan Tauer West St. Paul, MN
5445 Babcock Trl #207	10 MABC Portfolio, LLC Edina, MN	Ryan Tauer West St. Paul, MN
5445 Babcock Trl #202	10 MABC Portfolio, LLC Edina, MN	Ryan Tauer West St. Paul, MN
2524, 2526, 2528, 2530 76th St E	Dennis Conoryea West St. Paul, MN	Dennis Conoryea West St. Paul, MN

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

FISCAL IMPACT

None

RECOMMENDATION

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

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Multiple Agreements and Land Use Approvals to Permit the Vertical Expansion of Pine Bend Landfill (*continued from Jan. 6 and Jan. 13, 2025 Council meetings*) (UPDATED: January 24, 2025)**

MEETING DATE: January 27, 2025

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to consider four actions that, when taken together, allow for the continued operation and vertical expansion of Pine Bend Landfill, located at 2495 117th St.

These include:

1. Zoning Code Text Amendment (requires a 3/5 vote)
2. Conditional Use Permit (requires a 4/5 vote)
3. Amendment to Pine Bend Landfill's Existing Non-Conforming Use Certificate (requires a 4/5 vote)
4. Resolution Authorizing the Appropriate Officials to enter into a new Host Community Agreement and a Special Assessment Agreement with Pine Bend Landfill (requires a 3/5 vote)

There is a January 28 statutory deadline to act on the Zoning Code Text Amendment and Conditional Use Permit. The City Attorney and City Administrator recommend acting on all four items at the same meeting and not dividing them up.

BACKGROUND

In June of 2024, Pine Bend Landfill submitted applications for a zoning text amendment, a Conditional Use Permit (CUP), an amendment to its Non-Conforming Use Certificate (NCUC), and an updated Host Community Agreement - all to allow for a vertical expansion of the landfill, located at 2495 117th St. E. in Inver Grove Heights. The City's Environmental Advisory Commission has reviewed the proposed Conditional Use Permit and recommended it to the Council for approval. Similarly, the Planning Commission held a public hearing on the proposed zoning text amendment, CUP and amended NCUC, beginning November 19 and continuing at their December 3 meeting, and then voted (5-2-2) to recommend approval to the City Council. And finally, the City Administrator and City Attorney have negotiated an updated Host Community Agreement for the Council's consideration.

OVERVIEW

Since initially being permitted by the MPCA in 1971, Pine Bend Landfill has operated on approximately 323 acres located at 2495 117th Street, between Highways 52/55 and Rich Valley

Boulevard. The Landfill is a sanitary landfill that accepts solid waste for disposal, including mixed municipal solid waste, non-hazardous industrial solid waste, construction debris and demolition debris, non-infectious waste, and asbestos. The landfill currently has a permitted airspace design capacity of 33,937,400 million cubic yards, including final cover. As of August 2023, the landfill had a remaining permitted airspace design capacity of approximately 2,986,936 cubic yards, including final cover. The landfill currently estimates an annual fill rate of approximately 600,000 cubic yards. This amount, however, can vary significantly depending on various factors.

The Landfill is proposing a vertical capacity expansion of 8,185,800 cubic yards, including 7,888,250 cubic yards of waste and 297,550 cubic yards of final cover material. This vertical capacity expansion is referred to as Phase 7. The Phase 7 design proposes to vertically extend the currently permitted 3:1 final cover slopes around the perimeter of the landfill. The design provides for increased capacity vertically without increasing the landfill footprint horizontally. The expansion would extend the life of the landfill about 13.6 years and increase the landfill's elevation by approximately 86.8 feet at the highest point.

CITY LAND-USE APPROVALS REQUESTED BY LANDFILL

In addition to permits and approvals from the MPCA and Dakota County, Pine Bend Landfill's proposed vertical expansion requires the City's approval of the following:

- A Zoning Ordinance Amendment to allow a vertical capacity expansion of the existing sanitary landfill as a conditional use in the IRM overlay district. This does not change the zoning of the landfill, but rather changes what is allowed under the current zoning - to make a taller landfill permissible via a Conditional Use Permit.
- A Conditional Use Permit to allow a vertical capacity expansion of the landfill to a maximum capacity of 8,185,800 cubic yards, including 7,888,250 cubic yards of waste.
- An amendment to the Landfill's existing Non-Conforming Use Certificate to allow the capacity expansion and maximum elevation increase.

HISTORY OF CITY LAND USE APPROVALS

Pine Bend Landfill initially received a Conditional Use Permit (CUP) for its operation in 1975. The landfill became a legal non-conforming use in 1991 when the City adopted an amendment to its Zoning Code that prohibited final disposal facilities for mixed municipal waste within the I-2 zoning district. That amendment prohibited sanitary landfills, such as Pine Bend's, created the Integrated Resource Management Overlay Zoning District, and placed that overlay zoning district on the Pine Bend Landfill and other properties in the area. The overlay zoning district prohibits certain waste industries, restricts and regulates other waste industries, and requires waste industries to be concentrated in the southeast industrial area of the City. Because the Landfill pre-dated this change to the City's Zoning Code, it is allowed to continue operating as a legal non-conforming use.

Since there were numerous questions regarding exactly how the City's new Zoning Code language applied to the Landfill, the City and the Landfill entered into a Non-Conforming Use Certificate (NCUC) in 1995 to resolve these uncertainties. It clarified the zoning status of the landfill, specified the rights and responsibilities of the landfill, and provided the City with more specific controls which had not been clearly defined in the previous Conditional Use Permit.

Since issuance of the Non-Conforming Use Certificate (NCUC) in 1995, the City has approved several additional requests by Pine Bend for modifications to the NCUC and changes to the Landfill. Most of these requests were for accessory uses or minor revisions, such as the establishment of an energy recovery facility for the generation of electricity, open storage of trucks and trailers, a revised landscaping plan, a modified elevation and grading plan, a compost facility, and stockpiling of soils.

In 2004, the City approved the first capacity expansion for the Landfill, to allow an additional 5.6 million cubic yards. This expansion was primarily a vertical expansion over previously filled areas and a small horizontal expansion where the landfill offices are located.

In 2018, the City approved a side slope capacity expansion of 3.53 million cubic yards. This required a change to the City's zoning ordinance and the approval of a new CUP and NCUC Amendment, just like the currently proposed expansion.

Based on existing airspace capacity, at current filling rates, it is anticipated that the landfill would run out of existing Certificate of Need (CON), which is the permitted tons of solid waste the MPCA has authorized the landfill to receive, by January 2028. Additionally, the terms of the existing Host Community Agreement require the landfill to permanently stop accepting waste for disposal and to close the landfill to the public no later than December 31, 2030, or when the permitted airspace capacity of 32.13 million cubic yards (not including final cover) is reached, whichever occurs first.

CURRENT EXPANSION REQUEST

In June 2022, Pine Bend Landfill made application to the State of Minnesota Pollution Control Agency (MPCA) for the proposed vertical capacity expansion currently under review by the City. The MPCA then prepared an Environmental Assessment Worksheet (EAW) for the expansion. In November 2023, the EAC and City Council reviewed the EAW and submitted comments to the MPCA. The MPCA completed the EAW process by making a finding of a negative declaration, meaning that a more involved Environmental Impact Statement (EIS) was not necessary.

The City, with Barr Engineering's assistance, performed four rounds of technical review of the June 2022 Application and September 2022 Addendum that focused on 12 technical topics: waste acceptance, groundwater monitoring system, leachate recirculation, solid waste composting, groundwater quality, surface water management, waste capacity, liner and leachate collection system design, gas monitoring and gas extraction/treatment systems, final cover design, closure, post-closure, contingency action, operation and maintenance plans, and final assurance cost estimates. In October and November of 2023, the EAC reviewed, and the City Council approved the City's technical review memo that included all recommendations submitted to Pine Bend Landfill and the MPCA. Pine Bend Landfill subsequently modified its June 2022 Application and September 2022 Addendum to the MPCA, based on comments provided by the City during this process.

Before the MPCA can act on Pine Bend Landfill's application to the state, the City of Inver Grove Heights and Dakota County must receive, review and act on expansion applications submitted by the Landfill. Pine Bend Landfill submitted an application to the City of Inver Grove Heights on June 17, 2024, to initiate this process with the City.

Barr Engineering's Final Letter Report (attached and dated November 8, 2024), reviews Pine Bend Landfill's application to the City. During this review, Barr Engineering paid particular attention to waste capacity, groundwater quality and trends, surface water, and gas migration and trends. Barr's review states the key environmental-related considerations regarding the proposed Phase 7 expansion are:

- Potential negative impacts would be increased visibility from nearby properties, and a potential increase in litter and odor due to the proposed increased landfill height.
- Landfill gas is currently collected, cleaned, and conveyed into a nearby natural gas pipeline. Additional landfill gas generated by the increased waste disposal would increase the quantity of gas supplied to the natural gas pipeline and therefore would be an environmental benefit,

assuming the existing operation has the capacity to process additional gas.

- It is not expected that offsite subsurface migration of landfill gas would increase with the proposed Phase 7 expansion because it is believed that the source of the subsurface gas is waste in the older, unlined area. However, the issue of how to reduce or mitigate the existing subsurface gas migration remains.
- There is a potential negative environmental impact to surface water because the proposed Phase 7 expansion includes an increase in the amount of 3:1 (horizontal:vertical) sideslopes that will increase the rate of surface water runoff and potentially increase the amount of erosion on the sideslopes. However, these potential negative environmental impacts are mitigated with the proposed final cover and stormwater management systems that are designed to accommodate the steeper sideslopes.

EXPANSION-RELATED DOCUMENTS

1. Zoning Ordinance Amendment

The City's zoning ordinance prohibits the establishment of new sanitary landfills accepting mixed municipal solid waste, although it permits the expansion of existing sanitary landfills in certain circumstances. However, the proposed height and capacity of Pine Bend's proposed Phase 7 vertical expansion are not permitted under the existing zoning ordinance. In order for the landfill to expand vertically as proposed, the City's zoning ordinance would need to be amended to allow both the increase in height and the increase in airspace/capacity of the landfill. The attached zoning ordinance amendment would permit the requested vertical expansion of the landfill to a maximum elevation of 1,105.8 feet, as measured from mean sea level, National Geodetic Vertical Datum of 1929, and would allow the expanded design capacity of the sanitary landfill to a total capacity of 42,123,200 cubic yards, including final cover soils.

2. Non-Conforming Use Certificate Amendment

Pine Bend Landfill operates under a Non-Conforming Use Certificate (NCUC), which has been amended several times. The NCUC is a lengthy document that lays out in great detail how the landfill is permitted to operate, establishes the maximum height of the landfill, and approves various site plan-related documents. The proposed NCUC amendment increases the allowed height of the landfill, and includes the proposed Phase 7 expansion plans as part of the approved site plan documents.

3. Conditional Use Permit

If the attached zoning ordinance amendment, as described above, is approved, in order for Pine Bend Landfill to move forward with its vertical expansion, a CUP must be issued for that expansion. The proposed CUP would allow the landfill the ability to expand its height and volume as requested in its current application. The CUP contains a number of conditions, many of which are identical to the conditions included in the CUP issued in 2018 for the horizontal expansion of the landfill. It also contains a number of new and revised conditions, in particular conditions related to addressing subsurface gas migration.

January 24, 2025 Update: One condition within the CUP has been modified since the CUP was reviewed by the Environmental Advisory Commission and Planning Commission, and presented to the City Council at its December 9, 2024 and January 6, 2025 meetings. This is Condition #13, which

relates to the landfill's compliance with Minnesota Rules regarding landfill gas management. This condition can be found starting on page 6 of the attached CUP document. Based on some final meetings between representatives of the City and the Landfill, the deadline for bringing the landfill into compliance has been streamlined to a single date - rather than a date or volume amount, whichever was reached first, and that date has been moved from January 1, 2027 to January 1, 2029. Additionally, the language has been amended to state that if the City finds compliance with this condition has not been met, the order to cease accepting waste will take effect no less than 180 days from the date of that finding, absent an imminent threat to public safety. Lastly, a mid-year report to the City on the landfill's progress on achieving compliance with this Minnesota Rule has been added to the conditions - in addition to the previously required annual report.

4. Resolution Approving Agreements

The fourth item presented for Council consideration is a Resolution that authorizes the appropriate officials (Mayor and City Clerk) to sign two agreements: 1) an updated Host Community Agreement, and 2) a Special Assessment Agreement. In addition to the Resolution, these two Agreements are also attached, along with a summary of the terms of the proposed Host Community Agreement.

January 24, 2025 Update: Based on some final meetings between representatives of the City and the Landfill, the proposed Host Community Agreement has been amended in three ways: 1) an adjustment to the annual Host Community Fee payment; 2) an adjustment to the per ton Host Community Fee payment; and 3) the addition of a \$500,000 donation to the City, in three installments, to fund a portion of a new playground at Rich Valley Park, in conjunction with Dakota County's planned Purple Heart Memorial Plaza and with naming rights for the playground to Republic Services.

FISCAL IMPACT

January 24, 2025 Update: *The attached Host Community Agreement is an updated version from what was previously presented to the Council at its January 6, 2025 meeting. The attached version reflects the newly amended agreement between the City and Landfill. The attached summary of the Host Community Agreement has also been updated to reflect the final agreement.*

RECOMMENDATION

I recommend adoption of the attached Zoning Code Amendment, Conditional Use Permit, Non-Conforming Use Certificate, and Resolution approving the Host Community Agreement and Special Assessment Agreement.

ATTACHMENTS

1. Summary of Final Host Community Agreement (Jan 24 2025)
2. 2025 Ordinance Amendment Zoning Code (Jan 24 2025)
3. 2025 Conditional Use Permit (Jan 24 2025)
4. 2025 NCUC Amendment (Jan 24 2025)
5. Resolution Approving HCA and Memo of Assmt (Jan 24 2025)
6. 2025 Host Community Agreement (Jan 24 2025 version)
7. PBL Waiver of Assessment Appeals (Jan 24 2025)
8. Final Technical Report from Barr Engineering Regarding Pine Bend Landfill Phase 7 Expansion (November 8 2024)

Memo

TO: Mayor & City Councilmembers
FROM: Kris Wilson, City Administrator
CC: Bridget Nason, City Attorney
DATE: January 24, 2025
RE: Summary of Proposed Host Community Agreement



The City has been negotiating with Pine Bend Landfill since last June regarding the terms of the new Host Community Agreement (4th Amended and Restated Host Community Agreement).

Following presentation of a tentative agreement to the City Council on January 6, 2025, the Council directed further discussion take place to address several outstanding concerns. Representatives of the parties have since met twice and an updated Agreement has been arrived at.

The following is a summary of the proposed Agreement – **items described in red text reflect a change from the originally presented document.** A copy of the full Agreement resulting from these additional two meetings is also attached to the Request for Council Action.

The key features of the new HCA are as follows:

NEW: Rich Valley Playground Donation (See 8.04 of the Host Community Agreement)

Republic Services will donate a total of \$500,000 toward the cost of a new playground at Rich Valley Park, which will be developed and installed to coincide with Dakota County's planned Purple Heart Plaza as part of its Veteran's Memorial Greenway. Republic Services will have naming rights for the playground, subject to final approval of the City Council. The playground is expected to have a military-related theme in tribute to the branches of the U.S. military and corresponding to the Veteran's Memorial Greenway and Purple Heart Plaza. The donation will be made in three installments, with one each in 2026, 2027 and 2028.

Term of the Agreement

The term of the Agreement is January 1, 2025 through December 31, 2032. This term was selected with the goal of lining up the term of the City's Host Community Agreement with that of Dakota County's Host Community Agreement. The County has a practice of entering into 5-year Host Community Agreements with PBL. Their current Agreement extends through the end of 2027. The City did not want to enter into that sort of an agreement, so sought to match up with the end of what is expected to be the County's next 5-year agreement – in 2032.

Landfill Closure Date

Changes the required closure date of the landfill from December 31, 2030 to December 31, 2042 (unless the authorized volume of waste is reached first). Includes language requiring a successor Host Community Agreement to be negotiated prior to December 31, 2032 in order for PBL to continue operating. Having approval to operate through the full life of Phase 7 was a critical issue to PBL and a necessary part of the agreement in order to get other terms and conditions sought by the City.

REVISED: Host Community Fees

The following is a comparison of the Host Community Fees under the current Host Community Agreement, which runs through the end of 2030 and the proposed Agreement, which would run through 2032:

CURRENT HCA	2025	2026	2027	2028	2029	2030		
Lump Sum	\$225,000	\$225,000	\$225,000	\$125,000	\$125,000	\$0		
Per Ton								
1 to 260,000 tons	\$8.34	\$8.69	\$9.05	\$9.42	\$9.79	\$10.17		
260,001 to 400,000 tons	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00		
400,001 tons and beyond	\$8.34	\$8.69	\$9.05	\$9.42	\$9.79	\$10.17		

Originally Proposed HCA Fees	2025	2026	2027	2028	2029	2030	2031	2032
Lump Sum	\$250,000	\$257,000	\$265,225	\$273,182	\$281,377	\$289,819	\$298,513	\$307,468
Per Ton								
All tons	\$8.00	\$8.24	\$8.49	\$8.74	\$9.00	\$9.27	\$9.55	\$9.84

Revised HCA Fees	2025	2026	2027	2028	2029	2030	2031	2032
Lump Sum	\$250,000	\$257,000	\$265,225	\$275,834	\$286,867	\$301,211	\$316,271	\$332,085
Per Ton								
All tons	\$7.75	\$7.98	\$8.30	\$8.72	\$9.15	\$9.61	\$10.09	\$10.60

The estimated impact of the proposed new fee structure on City revenues varies significantly depending on the year and how many tons is assumed to be landfilled at PBL in a given year. Because of the current fee structure, where tons 260,001 through 400,000 are charged just \$1.00 per ton, revenues do not follow a straight line in relationship to tonnage. The new Agreement proposes a single rate for all tons landfilled. Similarly, in the current Agreement, the annual lump sum payment phases out, but under the new Agreement it would gradually increase over time.

Tonnage landfilled at PBL in recent years is as follows:

Year	Tons
2021	549,288
2022	491,656
2023	291,874
2024	399,063 (final)

Finally (in regard to fee payments), the proposed agreement converts what is currently stated as a minimum monthly payment into a minimum annual payment and keeps it flat at the 2025 equivalent. Tonnage would have to drop below 90,000 tons per year for these minimum amounts to ever be triggered, which seems unlikely.

	CURRENT	PROPOSED
Year	Sum Total of Minimum Monthly Payments	Minimum Annual Payment
2025	\$720,000	\$720,000
2026	\$720,000	\$720,000
2027	\$720,000	\$720,000
2028	\$864,000	\$720,000
2029	\$876,000	\$720,000
2030	\$888,000	\$720,000
2031	NA	\$720,000
2032	NA	\$720,000

Settlements & Waiver of Claims

The Host Community Agreement also seeks to bring closure to two outstanding landfill related matters.

- 1.) The City and PBL mutually agree that Pine Bend Landfill's obligations under the 1993 Southern Water System Extension Agreement have been fully satisfied, following payment of the amounts owed for 2020-2024, which total just under \$198,000. This 1993 Agreement was entered into when the state and federal government found groundwater contamination in the area and ordered PBL to pay for the extension of municipal water service to impacted properties, so that they could stop using water from their private wells. The core capital costs of this water extension were paid by PBL years ago, at the time the system was extended, however the Agreement created an ongoing annual obligation until certain conditions were met. One such condition is relatively clear - which is the connection of PBL to the City's sanitary sewer system. This is expected to happen with the 117th St. reconstruction project. The other conditions are somewhat murky and, it could be argued, impossible to ever fully achieve.

Starting in January 2020, old emails indicate there was some debate between prior City staff and the prior City Attorney regarding the appropriateness/enforceability of the Agreement and invoicing of the ongoing, annual amount was paused. In 2021, Finance Director Hove began discussions with the prior City Attorney seeking clarification on this matter. However, it took until 2023 for an invoice to be sent and at that point PBL objected and argued that their obligation had been fulfilled. Staff sought the inclusion of this term in the new Host Community Agreement in order to bring closure to this more than 30-year-old agreement and to generate the \$198,000 in revenue to the City's Water Capital Fund.

- 2.) The City and PBL mutually agree that both parties accept and agree that all prior payments due under the current and past Host Community Agreements have been properly made and accepted. This is an effort to tie up any remaining disagreements over the implementation of the current Host Community Agreement, which resulted from the City approving it in 2018 and the MPCA not issuing the corresponding Certificate of Need (CON) until 2021. At one point, the City claimed that PBL owed it money and PBL claimed that the City owed it a refund. With this language, both parties accept and acknowledge what has already been paid and that no back payments are due by PBL and no refunds are due from the City.

Special Assessment Agreement

Additionally, the HCA adds an additional \$2 million Special Assessment Waiver on top of the existing \$1 million Special Assessment Waiver for the reconstruction of 117th Street that was previously obtained as part of the 2018 HCA negotiations. This means Pine Bend Landfill is waiving its right to appeal these assessments, up to the noted amount, and will pay them once adopted the City Council as part of the normal assessment process. The additional \$2 million special assessment waiver is intended to apply towards the costs for the extension of sanitary sewer service, which is anticipated to be part of the 117th St. project.

Additional Host Community Agreement Changes

In addition to the key terms outlined above, the draft HCA:

- Removes outdated language and references to past obligations already paid to the City by PBL over the years.
- Continues existing language defining routine and extraordinary fires, and obligates PBL to compensate the City for fighting an extraordinary fire. Continues other related language outlining the firefighting and emergency response obligations of both the City and PBL.
- Continues PBL's \$15,000 annual donation to the City's Parks & Recreation Department.
- Continues and clarifies existing requirements for PBL to indemnify the City for any causes of action or liability related to the landfill operation, including migration of landfill gas beyond the landfill property itself.
- Continues language obligating PBL to cover the City's "reasonable" consultant and legal costs associated with the Host Community Agreement, CUP and NCUC. Adds a cap on this amount of \$20,000 annually.
- Continues Republic Services' obligation to pick up trash and recycling from City facilities at no cost and adds the following:

8.02 City Organics.

If, at any time during the term of this Agreement, BFIWSNA offers residential or commercial organics collection to any persons or property within the City of Inver Grove Heights, BFIWSNA shall arrange for the pickup, hauling, and disposal of organics from

City sources for the remainder of the term of this Agreement at no charge to the City. City sources will include City Hall, public works buildings, fire stations, the Community Center, Aquatic Center and Ice Arena, golf course, park buildings (provided that the City collects organics and deposits them in a suitable container at a single location in each park that is accessible by BFIWSNA" trucks), and other similar City-owned structures.

Summary

The proposed Host Community Agreement is structured similarly to past agreements. Provided the tonnage of waste accepted at the landfill each year continues at a pace similar to that of the past few years, it is anticipated that the new HCA fee structure will generate increased annual revenue from HCA fees for the City.

The revised Agreement resulting from the two additional meetings with landfill representatives will result in additional revenue to the City over the life of the agreement compared to what would have been received under the initially negotiated agreement – in the form of the donation to a new playground at Rich Valley Park and higher annual payments and per ton fees in the later years of the agreement.

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

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
SECTION 10-13E-6 RELATED TO EXPANSION OF THE AIR SPACE OF AN
EXISTING SANITARY LANDFILL**

Section One. Amendment. Section 10-13E-6 of the Inver Grove Heights City Code related to expansion of the air space of an existing sanitary landfill is hereby amended to read as follows. The deleted language is shown with ~~strike through~~ and the added language is shown underlined:

Expansion of the air space of an existing sanitary landfill, provided all the following conditions are met:

- A. The existing sanitary landfill must have a nonconforming use certificate.
- B. The existing sanitary landfill must be in compliance with and must remain in compliance with the nonconforming use certificate, as amended.
- C. The layer of expanded air space on the existing sanitary landfill where disposal will occur must have a liner, leachate extraction system and landfill gas extraction system. The liner and these extraction systems must be approved by the MPCA, the County and the City before disposal can occur in the expanded air space.
- D. The landfill must also have in place an existing leachate extraction system and a leachate removal and management plan. The leachate removal and management plan must be approved by the MPCA.
- E. The landfill must also have in place an existing landfill gas extraction system and a landfill gas management plan. The landfill gas management plan must be approved by the MPCA.
- F. The final contour height of the sanitary landfill, as expanded (including the final cover system), must not exceed 1,105.8 feet ~~be more than one percent (1%) higher than the final contour (including the final cover system) as previously approved in the nonconforming use certificate, as amended.~~ Measurements shall be taken from mean sea level, National Geodetic Vertical Datum of 1929.
- G. The expanded air space must not increase the parcel boundaries of the existing sanitary landfill as previously approved in the nonconforming use certificate, as amended.
- H. The design capacity of the sanitary landfill, including the expansion area, shall not exceed a total capacity of 42,123,200 cubic yards, including final cover system. ~~volume of the expanded air space for disposal (not including the final cover system) must not be more than forty percent~~

~~(40%) of the cubic yards of air space for disposal (not including the final cover system) that were allowed in the previously approved nonconforming use certificate, as amended.~~

I. The types of waste to be disposed in the expanded air space may only include the following:

1. Construction debris and demolition debris;
2. Infectious waste which has been processed so as to become noninfectious;
3. Mixed Municipal solid waste from whatever source including, but not limited to, mixed Municipal solid waste material from composting, energy recovery facilities, and recycling facilities and processes;
4. Nonhazardous industrial solid waste including, but not limited to, industrial incinerator ash, all in accord with the industrial waste management plan; and
5. Solid wastes approved by the MPCA for use as cover material including, but not limited to, foundry sands and certain sludges.

~~J. The surface square footage of the final cover system for the entire sanitary landfill, as expanded, must not be more than 8.5 acres greater than the surface square footage of the final cover system that would have been placed if the air space of the sanitary landfill had not been expanded.~~

Section Two. Effective Date. This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ____ day of _____, 2025.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT
TO ALLOW A VERTICAL EXPANSION OF PINE BEND LANDFILL
PROPERTY LOCATED AT 2495 EAST 117TH STREET**

CASE NO. _____

WHEREAS, an application for a Conditional Use Permit for an airspace capacity vertical expansion (“Vertical Expansion”) of the Pine Bend Sanitary Landfill (“Pine Bend Landfill” or “Landfill”) has been submitted by BFI Waste Systems of North America, LLC (“BFI” or “BFI Waste Systems of North America”); and

WHEREAS, BFI is the owner of the property located at 2495 East 117th Street (“Property”) and legally described on **Exhibit A** (that portion of the Property which the Landfill is located on and which airspace expansion of the Landfill is authorized pursuant to this Conditional Use Permit is solely that real property legally described as Lot 1, Block 1, Pine Bend Sanitary Landfill, Dakota County, Minnesota), which proposed vertical expansion area is depicted on **Exhibit B**, attached hereto; and

WHEREAS, the Property is currently zoned 1-2, General Industry and IRM, Integrated Resource Management Overlay Zoning District; and

WHEREAS, the proposed Vertical Expansion of Pine Bend Landfill is a conditional use in the IRM, Integrated Resource Management Overlay Zoning District; and

WHEREAS, in accordance with Minnesota Statutes, Section 462.357, subd. 3, a public hearing concerning the proposed Conditional Use Permit was held before the Inver Grove Heights Planning Commission on November 19, 2024 and December 3, 2024; and

WHEREAS, this is the third application for a conditional use permit for an airspace capacity expansion of Pine Bend Landfill since 1995.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Inver Grove Heights, that a Conditional Use Permit for the Vertical Expansion of the Pine Bend Landfill on that portion of the Property legally described as Lot 1, Block 1, Pine Bend Sanitary Landfill to allow: 1) an increase in height of the Landfill of an additional 86.8 feet to a maximum elevation of 1,105.8 feet (National Geodetic Vertical Datum of 1929); and 2) an increase in the permitted design capacity of the Landfill by 8,185,800 cubic yards, inclusive of final cover soils, (7,888,250 cubic yards excluding final cover soils) to a total permitted airspace capacity of 42,123,200 cubic

yards, inclusive of final cover soils/materials, is **APPROVED** subject to the following **CONDITIONS**:

1. The City and BFI agree that prior to the Vertical Expansion allowed by this Conditional Use Permit, the total permitted/ultimate airspace capacity of Pine Bend Landfill was 33,937,400 cubic yards, inclusive of final cover materials, and the maximum permitted height of the Landfill was 1,019 feet (National Geodetic Vertical Datum of 1929).
2. The terms and conditions of the conditional use permit for an airspace capacity expansion for Pine Bend Landfill, dated March 22, 2004 (Resolution 04-48), as well as the terms and conditions of the conditional use permit for a side slope expansion for Pine Bend Landfill, dated April 9, 2018, (Resolution 18-69), to the extent the same are contradicted by any of the terms and conditions of this Resolution are hereby superseded by this Resolution.
3. The Vertical Expansion of the Landfill approved by this Conditional Use Permit shall be constructed and operated in substantial conformity with the following Approved Plans:
 - a. The “Application Submittal to the City of Inver Grove Heights for the Pine Bend Landfill,” prepared by Stantec dated June 2024, Revised July 2024, including the Plan Sheets found in Appendix C.
 - b. Comment response memorandum prepared by Stantec dated September 23, 2024.
 - c. Comment response letter from Republic Services dated October 29, 2024.
4. The area of the 2004 capacity expansion shall be limited to the area defined as Phase 5 on the Approved Plans, the area of the 2018 side slope capacity expansion shall be limited to the area defined as Phase 6 on the Approved Plans, and this Vertical Expansion shall be limited to the area defined and shown as Phase 7 on the Approved Plans.
5. BFI and Pine Bend Landfill shall comply with all applicable terms and conditions found in:
 - a. Resolution No. 6330 Approving a Conditional Use Permit for an Energy Recovery Facility for the Generation of Electricity, dated May 30, 1995
 - b. Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Landfill for a Sanitary Landfill, dated November 27, 1995
 - c. Resolution No. 2001-86 Approving a Conditional Use Permit for Open Storage for Truck and Trailer Storage/Parking, dated July 9, 2001
 - d. Resolution 01-117 Adopting a Revised Landscaping Plan, dated September 10, 2001

- e. Resolution No. 02-32 Amending the Non-Conforming Use Certificate by Modifying the Phasing Plan, Maximum Elevation, and Final Grading and Storm Water Plans, dated March 11, 2002
- f. Resolution No. 02-127 Approving a Conditional Use Permit for the Stockpiling of Clean Soil Material as an Accessory Use to an Existing Landfill to a Maximum of 335,100 Cubic Yards, dated August 26, 2002
- g. Resolution No. 04-48 Approving a Conditional Use Permit to Allow an Airspace Capacity Expansion of Pine Bend Landfill, dated March 22, 2004; as modified by this resolution
- h. Resolution No. 04-49 Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Landfill for a Sanitary Landfill, dated March 22, 2004
- i. Resolution No. 04-51 Declaring Lapse of Nonconforming Use Rights for Pine Bend Sanitary Landfill to Operate a Compost Facility, dated March 22, 2004
- j. Resolution No. 04-50 Approving A Conditional Use Permit for the Stockpiling of Clean Soil Material as an Accessory Use to an Existing Landfill to a Maximum of 355,100 Cubic Yards, dated March 22, 2004
- k. Resolution No. 18-69 Approving a Conditional Use Permit to Allow a Side Slope Capacity Expansion of Pine Bend Landfill, dated April 9, 2018
- l. Resolution No. 18-70. Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill, dated April 9, 2018.
- m. Resolution No. 25-___ Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Landfill for a Sanitary Landfill, dated November 27, 1995, as subsequently amended

With the exception of the conditions found in Section 13 herein, to the extent any of the conditions in the above documents are in conflict, except to the extent specifically noted otherwise, the most restrictive conditions found in the documents listed above shall apply.

- 6. Sections 5 through 10 of the Nonconforming Use Certificate (NCUC), as amended, shall also apply to this Vertical Expansion and the terms and conditions of those sections are made part of this Conditional Use Permit and incorporated by reference.

7. Notwithstanding anything to the contrary contained in Pine Bend Landfill's Solid Waste Management Plan, the types of waste to be disposed in the 2004 airspace capacity expansion, the 2018 side slope capacity expansion, and this Vertical Expansion, shall only include the following:
 - a. Construction debris and demolition debris.
 - b. Infectious waste which has been processed so as to become non-infectious.
 - c. Mixed municipal solid waste from whatever source including, but not limited to, mixed municipal solid waste material from composting, energy recovery facilities, and recycling facilities and processes. The term mixed municipal solid waste shall be as defined in Section 1.29 of the "Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Compost Facility and Sanitary Landfill," issued on November 27, 1995.
 - d. Non-hazardous industrial solid waste including, but not limited to, industrial incinerator ash, all in accord with the Industrial Waste Management Plan. The term industrial solid waste shall be as defined in Section 1.24 of the "Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Compost Facility and Sanitary Landfill," issued on November 27, 1995.
 - e. Solid wastes approved by the MPCA for use as cover material including, but not limited to, foundry sands and certain sludges.
8. If sanitary sewer is extended to the Landfill Property, BFI shall connect the Landfill's leachate collection/storage systems to the sanitary sewer, pay its pro rata share of special assessments (in conjunction with other lands served by the sanitary sewer extension) immediately or over a term determined by the City Council but not less than five years and not more than ten years, and pay connection and hook up charges, as soon as the sanitary sewer is accepted for use by the City.
9. Hours for the construction of the 2004 airspace capacity expansion, the 2018 side slope capacity expansion, and this Vertical Expansion shall be:

Monday through Friday	6:00 AM to 8:00 PM
Saturday	6:00 AM to 4:00 PM

Upon the request of BFI, temporary extensions of hours or days of construction may be approved by the City Administrator.

The hours of operation of the Landfill shall be as stated in Pine Bend Landfill's Non-Conforming Use Certificate.

10. BFI and Pine Bend Landfill's operations shall comply with all applicable Federal laws and regulations, Minnesota State Statutes, Minnesota Rules, Dakota County Ordinances and Regulations, and the terms of MPCA Solid Waste Permit SW-45 as it may be amended.
11. In addition to compliance with all applicable Minnesota Statutes, Minnesota Rules and the terms of MPCA Solid Waste Permit SW-45 as it may be amended, BFI and the Landfill shall comply with the following additional special conditions regarding surface water and groundwater monitoring and groundwater compliance boundary requirements:
 - a. As part of its annual report to the MPCA, BFI may use alternative methods for the groundwater trend analysis, if approved in advance by the City.
 - b. BFI shall conduct additional investigations, if required by the City Council, when hydrogeologic changes occur or continued release of contaminants to groundwater warrant, as determined by the City Council. BFI shall start the investigation within 60 days after determined by the City Council, complete the investigation within 360 days including design for additional groundwater remedial measures, and implement remedial measures within 180 days of City Council's approval of remedial measures design.
 - c. Required water sampling may be waived by the City Administrator in conjunction with either the Community Development Director or Public Works Director, in the case of extenuating circumstances, such as inaccessibility caused by deep snow or wet soils. If such a waiver is granted, the City Council will be notified at its next regular meeting and the waiver shall be discussed at the next quarterly meeting with the City and BFI and documented in the meeting minutes.
12. In addition to compliance with all applicable Minnesota Statutes, Minnesota Rules and the terms of MPCA Solid Waste Permit SW-45 as it may be amended, BFI and the Landfill must comply with the following special conditions relating to the Landfill's dual gas/leachate extraction system:
 - a. As part of the annual report, BFI shall describe the system operations and maintenance, including quality and quantity of leachate collected, and provide recommendations for system modifications.
 - b. BFI shall perform the following and discuss efforts as part of the annual report, which is due March 1st each year, to:

- i. Operate, maintain, and update the dual gas/leachate extraction system to maximize leachate extraction to the greatest extent practicable.
 - ii. Lower pump intakes or provide an explanation of why pumps could not, or should not, be lowered.
 - iii. Allow one full year of "dry" operations before removing pumps or provide explanation regarding why the pumps need to be removed and why they cannot be reinstalled.
 - iv. Monitor leachate head level in wells after pumps are removed.
 - v. Evaluate the market availability of new pumps that could be installed in the dual gas/leachate extraction wells.
 - vi. Reinstall pumps in wells currently in the dual gas/leachate extraction system and continually operate the pumps.
 - vii. Install pumps in existing wells and pumping stations and add them to the dual gas/leachate extraction system or provide an explanation of why the pumps could not, or should not, be installed.
 - c. Requirements for the dual gas/leachate extraction system may be waived by the City Administrator in conjunction with either the Community Development Director or Public Works Director, in the case of extenuating circumstances, such as inability to reinstall pumps or if it is technically unfeasible to operate or maintain the dual gas/leachate extraction system. If such a waiver is granted, the City Council will be notified at its next regular meeting and the waiver shall be discussed at the next quarterly meeting with the City and BFI and documented in the meeting minutes.
13. BFI and Pine Bend Landfill must achieve compliance with Minnesota Rule 7035.2815, Subpart 11 regarding landfill gas management, including future similarly applicable Minnesota Rule revisions, for six consecutive months as certified by a professional engineer prior to January 1, 2029.

The City Council may, but is not required to, waive this requirement, if the City Council determines that adequate progress is being made to mitigate subsurface gas migration.

If this requirement is not waived, and if the City formally determines, after giving Pine Bend Landfill and BFI notice and an opportunity to be heard, that compliance with this condition has not been achieved, then the City Council shall set a deadline by which time Pine Bend Landfill and BFI must temporarily cease accepting waste for disposal at the Pine Bend Landfill until this condition is met. Absent an imminent threat to public safety, such date shall be at least 180 days after the Council makes such determination. After such a determination of noncompliance by the City, waste may once again be accepted for disposal at the Pine Bend Landfill only when Pine Bend Landfill and BFI demonstrate to the City's satisfaction that this condition has been met.

Until compliance with Minnesota Rule 7035.2815, Subpart 11 is achieved for six consecutive months as required above, BFI must present progress on its efforts to achieve compliance as follows:

1. Present its annual work plan to address subsurface gas migration to the City of Inver Grove Heights Environmental Advisory Commission in the first quarter of every year; and
2. Report progress in its annual report to the MPCA, a copy of which must be sent simultaneously to the City and a draft of which must be submitted to the City for review and comment prior to submission to the MPCA; and
3. Provide a mid-year report to the City six months after submission of the annual report to the MPCA, which details progress being made to mitigate subsurface gas migration per the MPCA approved work plan, including a summary of the results of on-going gas migration testing.

The requirement contained above is not an election of remedies by the City and is not a waiver of the City's rights and remedies under the conditional use permits or under the nonconforming use certificate or under any host community agreement.

The City specifically reserves the right to take action to enforce Minnesota Rule 7035.2815, Subpart 11 and to exercise its rights and remedies under the conditional use permits and under the non-conforming use certificate or under any host community agreement with respect to any past, existing or future violations of Minnesota Rule 7035.2815, Subpart 11, including future similarly applicable Minnesota Rule revisions.

No remedy conferred upon or reserved to the City in this or any other conditional use permit or in the non-conforming use certificate or in any host community agreement shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the conditional

use permits or the non-conforming use certificate or in the host community agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

During the time that the Pine Bend Landfill must temporarily cease to accept waste for disposal in the event that the City has made a formal determination that the above condition is not met, BFI must nonetheless continue to pay the City the fees and payments stated in Section 7 of the Fourth Restated and Amended Host Community Agreement dated _____, 2025, by and among BFI Waste Systems of North America, LLC, Browning-Ferris Industries, Inc. and the City of Inver Grove Heights (as amended from time to time); and Pine Bend Sanitary Landfill and BFI Waste Systems of North America, LLC must meet and comply with the other obligations stated in the Fourth Restated and Amended Host Community Agreement (as amended from time to time) including, but not limited to, the Host Community Fee, the Minimum Monthly Payment, the Annual Payment, the Per Ton Payment, and any and all other payments required under the Fourth Restated and Amended Host Community Agreement.

14. BFI shall perform a subsurface gas concentration trend analysis at least once per year, and shall include the same in future annual reports.
15. BFI shall provide documentation showing the horizontal and vertical extent of the subsurface gas plume both on the Property and beyond the Property, including on adjacent properties; this shall be updated at least once per year and shall be included with future annual reports to the City.
16. BFI or Pine Bend Landfill shall maintain a Minnesota Pollution Control Agency air emission permit for the Renewable Natural Gas facility.
17. BFI, as the current owner and operator of the Landfill, and any future owner or operator of Pine Bend Landfill, shall be responsible for complying with all of the obligations and conditions contained in this Conditional Use Permit. All references to BFI in this CUP shall apply to BFI as the current owner and operator of the Landfill and to any future owners and operators of the Landfill.
18. Breach of the terms of any Host Community Agreement between the City and BFI is deemed to be violation of this Conditional Use Permit.
19. This Conditional Use Permit shall become effective only upon all of the following occurring:

- a. The execution of the Fourth Restated and Amended Host Community Agreement by the City and BFI; and
 - b. The Fourth Restated and Amended Host Community Agreement becoming effective; and
 - c. Approval of this Conditional Use Permit by the Commissioner of the Minnesota Pollution Control Agency, if required pursuant to Minnesota Statutes, Section 473.811, subd. 4a.
20. This Conditional Use Permit shall only remain effective if there is a Host Community Agreement in effect between the City and BFI. The City and BFI have approved the Fourth Restated and Amended Host Community Agreement which by its terms expires on December 31, 2032. BFI acknowledges and agrees that if that Fourth Restated and Amended Host Community Agreement is not extended or a new Fifth Restated and Amended Host Community Agreement is not executed by both the City and BFI on or before December 31, 2032, Pine Bend Landfill and BFI shall cease acceptance of waste on the Property on January 1, 2033, and no further waste shall be disposed on the Property until such time as the expiration date of the Fourth Restated and Amended Host Community Agreement is extended in writing by the parties, or a new Fifth Restated and Amended Host Community Agreement is executed.
21. Any violation of the terms and conditions of this Conditional Use Permit shall be grounds for revocation of the Conditional Use Permit.

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 the City of Inver Grove Heights this ____ day of January, 2025.

AYES:

NAYS:

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

ACCEPTANCE AND ACKNOWLEDGEMENT

BFI Waste Systems of North America, LLC, hereby accepts and agrees to the terms, conditions, and provisions as set forth in the foregoing resolution.

BFI WASTE SYSTEMS OF NORTH AMERICA, LLC

By: _____

Its: _____

STATE OF _____)
)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that _____ is the _____ of BFI Waste Systems of North America, LLC, the limited liability company named in the foregoing instrument, and that the foregoing instrument was executed on behalf of the limited liability company by authority of the _____ of said entity and that _____ acknowledged said instrument to be the free act and deed of BFI Waste Systems of North America, LLC.

Notary Public

This instrument was drafted by and after recording return to:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402 (612) 337-9245

EXHIBIT A
LEGAL DESCRIPTION OF LANDFILL PROPERTY

Real property located in Dakota County, Minnesota legally described as follows:

Lot 1 Block 1, Lot 1, Block 2, and Outlot A, PINE BEND SANITARY LANDFILL.

[illegible]

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

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 6465
GRANTING A NON-CONFORMING USE CERTIFICATE FOR
PINE BEND SANITARY LANDFILL FOR A SANITARY LANDFILL**

The City Council of the City of Inver Grove Heights does hereby resolve as follows:

WHEREAS, BFI Waste Systems of North America, LLC (BFI) owns and operates the Pine Bend Sanitary Landfill (Landfill) located on the north side of 117th Street and legally described on the attached Exhibit A.

WHEREAS, on November 27, 1995, the City Council of the City of Inver Grove Heights approved Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Compost Facility and Sanitary Landfill (hereinafter referred to as the Non-Conforming Use Certificate).

WHEREAS, on March 11, 2002, by Resolution No. 02-32 the City Council amended the Non-Conforming Use Certificate to allow the maximum elevation limitation of the landfill to change from 1020 feet above sea level to 1,010 feet above mean sea level, to allow for steeper landfill side slopes without inadvertently increasing the airspace capacity of the Landfill.

WHEREAS, on March 22, 2004, by Resolution No. 04-49, the City amended the Non-Conforming Use Certificate to allow a greater airspace capacity for the disposal of solid waste by a CUP, increase the permitted final height of the landfill by nine feet, and revised the list of approved site plan documents by amending Section 3.3, Section 3.5, and Exhibit D to the Non-Conforming Use Certificate.

WHEREAS, on April 9, 2018, by Resolution No. 18-70, the City Council amended the Non-Conforming Use Certificate to allow a side slope expansion of the Landfill, amending Section 5.6.1, Section 5.8.3, and Exhibit D of the Non-Conforming Use Certificate.

WHEREAS, BFI in writing has accepted and agreed to the existing Non-Conforming Use Certificate, as amended by the resolutions noted above.

WHEREAS, the City and BFI desire to amend the Non-Conforming Use Certificate in the manner set forth hereafter.

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

A. Section 3.5 of the Non-Conforming Use Certificate is amended in its entirety to read as follows:

3.5 **Sanitary Landfill – Maximum Elevation Limitation.** No part of the final landfill contour shall exceed an elevation of 1,105.8 feet above mean sea level, National Geodetic Vertical Datum of 1929. That elevation includes the final cover system.

B. Section 5.4 of the Non-Conforming Use Certificate is amended in its entirety to read as follows:

5.4 **Final Cover System Timing for Lined Areas.** The final cover system shall be placed on areas of Pine Bend Sanitary Landfill as described in the Solid Waste Permit (SW-45) issued by the MPCA in 2015, except that if a Conditional Use Permit (CUP) for a Vertical Expansion of the Landfill allowing a final height of the landfill to a height of not more than 1,105.08 feet above mean sea level, National Geodetic Vertical Datum of 1929, is approved, then the final cover system shall be placed as shown on the Plans approved as part of that CUP and on Exhibit D of this NCUC.

C. Exhibit D of the Non-Conforming Use Certificate is amended to read as follows:

EXHIBIT D

SITE PLAN FOR PINE BEND SANITARY LANDFILL

The Site Plan includes six sheets as found in the Non-Conforming Use Certificate, as approved by the City Council on November 27, 1995, as follows:

Sheet 1 - Monitoring Systems, Gas Extraction System, Leachate Collection System and Lined/Unlined Areas

Sheet 2 - Entrances from 117th Street, Fence (Permanent), Buildings and Landscape Areas

Sheet 3 - Composting Areas, Fire Lanes, Fences (Permanent) and Temporary Open Storage Areas

Sheet 4 - Final Closure Grading and Stormwater Management

Sheet 5 - Landscape Plan

Sheet 6 -Landscape Details

Together with the amendments as shown in the following documents:

- a. Landscape Plan, dated May 2001
- b. “Proposed Final Grades”, “Final Grade Comparison”, and “Final Grade Isopach Map, dated April, 2001
- c. Narrative and Plans of “Application to the City of Inver Grove Heights for the Pine Bend Landfill”, dated August 2003
- d. Twenty-six plan sheets, titled “Permit Application, Pine Bend Landfill – SW 45, Prepared for BFI Waste Systems of North America, Inc.”, dated February 2002, January 2003, and August 2003.
- e. “Response to comments for BFI Pine Bend Landfill,” as prepared by Wenck Associates Inc., dated November 11, 2003.

Together with the amendments as shown in the following additional documents:

- 1. The following appendices found in the “Application Submittal to the City of Inver Grove Heights for the Pine Bend Landfill – Phase 2 Development” prepare by WENCK Associates, Inc., dated and revised February 2018 (Revised February 2018 City Application)
- 2. Appendix C – Plan Sheets – Including 28 permit design plan sheets
- 3. Appendix E – Stormwater Management Model and Calibrations

To the extent Appendix C and Appendix E of the Revised February 2018 City Application are inconsistent with the previous documents comprising the Site Plan, Appendix C and Appendix E of the Revised February 2018 City Application shall control and prevail.

Together with the amendments as shown in the following additional documents:

- 1. Narrative and Plans of “Application Submittal to the City of Inver Grove Heights for the Pine Bend Landfill Phase 7 Development, MPCA Permit #SW-45,” dated June 2024, Revised July 2024 including the comment responses a and b below (the “2024 Revised City Application”).
 - a. Comment response memorandum prepared by Stantec data September 23, 2024.
 - b. Comment response letter from Republic Services dated October 29, 2024.
- 2. Appendix C – Plan Sheets, consisting of a 19-page Plan Set titled “BFI Waste Systems of North America, LLC Pine Bend Landfill Inver Grove Heights, Minnesota 2022 Major Permit Modification” prepared by Stantec and dated 2022.02.21, which are included with the 2024 Revised City Application.
- 3. Appendix E – Stormwater Management Model and Calibrations, which is included with the 2024 Revised City Application.

To the extent that Appendix C and Appendix E of the 2024 Revised City Application are inconsistent with the previous documents comprising the Site Plan, Appendix C and Appendix E of the 2024 Revised City Application shall control.

D. All other sections, terms, provisions, and conditions of the Non-Conforming Use Certificate shall remain in full force and effect.

E. This Non-Conforming Use Certificate Amendment shall become effective only upon the approval and execution of the Fourth Amended and Restated Host Community Agreement by the City of Inver Grove Heights and BFI and approval of this NCUC Amendment by the Commissioner of the Minnesota Pollution Control Agency, if required pursuant to Minnesota Statutes, Section 473.811, subd. 4a.

F. This Resolution and the following Acceptance shall be recorded with the Dakota County Recorder against the land constituting the Landfill, which land is described on the attached Exhibit A.

Passed this ____ day of _____, 2025.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

ACCEPTANCE AND ACKNOWLEDGEMENT

BFI Waste Systems of North America, LLC, hereby accepts and agrees to the terms, conditions, and provisions as set forth in the foregoing resolution.

BFI WASTE SYSTEMS OF NORTH AMERICA, LLC

By: _____

Its: _____

STATE OF _____)
)
COUNTY OF _____) SS.

On this _____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that _____ is the _____ of BFI Waste Systems of North America, LLC, the limited liability company named in the foregoing instrument, and that the foregoing instrument was executed on behalf of the limited liability company by authority of the _____ of said entity and that _____ acknowledged said instrument to be the free act and deed of BFI Waste Systems of North America, LLC.

Notary Public

This instrument was drafted by and after recording return to:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402 (612) 337-9245

EXHIBIT A

Real property located in Dakota County, Minnesota and legally described as follows:

Lot 1, Block 1, Lot 2, Block 1, and Outlot A, PINE BEND SANITARY LANDFILL.

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

RESOLUTION NO. ____

**RESOLUTION APPROVING 4TH AMENDED AND RESTATED
HOST COMMUNITY AGREEMENT AND MEMORANDUM OF AGREEMENT**

WHEREAS, the City of Inver Grove Heights (City) has approved a Conditional Use Permit (CUP) for a vertical expansion of the Pine Bend Landfill; and

WHEREAS, a condition of the approval of that CUP is that the City and BFI Waste Systems of North America, LLC enter into a 4th Restated and Amended Host Community Agreement; and

WHEREAS, the Council has reviewed and approved the attached 4th Restated and Amended Host Community Agreement (Agreement), which Agreement likewise calls for the recording of a summary memorialization of the Agreement as well as the recording of a memorandum of agreement related to the special assessment waiver regarding the 117th Street Project.

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

1. The Council hereby approves the attached 4th Amended and Restated Host Community Agreement, subject to any minor revisions approved by the City Attorney, and authorizes execution by the Mayor and City Clerk of the same.
2. The Council authorizes execution of summary memorialization of the Host Community Agreement in a form approved by the City Attorney and recording of the same.
3. The Council authorizes execution and recording of the attached Memorandum of Agreement regarding the special assessment appeal waiver, subject to any minor revisions approved by the City Attorney.

Passed this 27th day of January, 2025.

Brenda Dietrich, Mayor

Attest:

Rebecca Kiernan, City Clerk

**FOURTH (4TH)
RESTATED AND AMENDED
HOST COMMUNITY AGREEMENT BY AND
AMONG BFI WASTE SYSTEMS OF NORTH AMERICA, LLC,
BROWNING-FERRIS INDUSTRIES, LLC, AND
THE CITY OF INVER GROVE HEIGHTS, MINNESOTA**

SECTION 1. RECITALS.

1.01 Parties. This **FOURTH (4TH) AMENDED AND RESTATED HOST COMMUNITY AGREEMENT (Agreement)**, dated as of _____, 2025, is entered into by and among the City of Inver Grove Heights (City), a Minnesota municipal corporation, and BFI Waste Systems of North America, LLC (BFIWSNA), a Delaware limited liability company, and Browning-Ferris Industries, LLC (BFI), a Delaware limited liability company (each referred to singly as Party or together as Parties).

1.02 The Landfill. BFIWSNA is a wholly owned subsidiary of BFI. BFIWSNA owns and operates a sanitary landfill known as the Pine Bend Sanitary Landfill/Pine Bend Landfill (PBSL or Landfill), located within the city of Inver Grove Heights, Dakota County, Minnesota.

1.03 Landfill Regulation. BFIWSNA operates the Landfill pursuant to Solid Waste Permit No. 45 (SW-45), issued by the Minnesota Pollution Control Agency (MPCA), various licenses issued by Dakota County, and other applicable laws and regulations.

1.04 City Authority. The City possesses certain regulatory authority over PBSL, including, but not limited to, zoning authority and surface water drainage authority.

1.05 History of Landfill Within the City. The Parties have an extensive history of interaction regarding the Landfill. This includes issuance of a Non-Conforming Use Certificate (NCUC) in 1995, which NCUC has been amended several times; approval of Conditional Use Permits (CUPs) for various uses at the Landfill, including prior vertical and horizontal expansions, and associated Host Community Agreements. The history of these interactions and approvals are detailed more fully in the prior Host Community Agreements between the Parties, including the Third Amended and Restated Host Community Agreement between the Parties dated April 9, 2018.

1.06 Current City Permits and Approvals. The Landfill and the property owned by BFI adjacent to the Landfill is or has been subject to the following City permits and approvals:

- a. Resolution No. 6330 Approving a Conditional Use Permit for an Energy Recovery Facility for the Generation of Electricity, dated May 30, 1995;
- b. Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill, dated November 27, 1995;

- c. Resolution No. 2001-86 Approving a Conditional Use Permit for Open Storage for Truck and Trailer Storage/Parking, dated July 9, 2001;
- d. Resolution 01-117 Adopting a Revised Landscaping Plan, dated September 10, 2001;
- e. Resolution No. 02-32 Amending the Non-Conforming Use Certificate by Modifying the Phasing Plan, Maximum Elevation, and final Grading and Storm Water Plans, dated March 11, 2002;
- f. Resolution No. 02-127 Approving a Conditional Use Permit for the Stockpiling of Clean Soil Material as an Accessory Use to an Existing Landfill to a Maximum of 335, 100 Cubic Yards, dated August 26, 2002;
- g. Resolution No. 04-48 Approving a Conditional Use Permit to Allow an Airspace Capacity Expansion of Pine Bend Sanitary Landfill, dated March 22, 2004;
- h. Resolution No. 04-49 Amending Resolution No. 6465 Granting a Non Conforming Use Certificate for Pine Bend Sanitary Landfill For a Sanitary Landfill, dated March 22, 2004;
- i. Resolution No. 04-51 Declaring Lapse of Nonconforming Use Rights For Pine Bend Sanitary Landfill To Operate a Compost Facility dated March 22, 2004;
- j. Resolution No. 04-50 Approving A Conditional Use Permit for the Stockpiling of Clean Soil Material as an Accessory Use to an Existing Landfill to a Maximum of 355,100 Cubic Yards, dated March 22, 2004;
- k. Resolution No. 18-69 Approving a Conditional Use Permit to Allow a Side Slope Capacity Expansion of Pine Bend Landfill, dated April 9, 2018 (Case No. 07-36 NCUC);
- l. Resolution No. 18-70 Amending Resolution No. 6465 Granting a Non Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill dated April 9, 2018;
- m. Resolution No. 25-____ Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill;
- n. Resolution No. 25-____ Approving a Conditional Use Permit to Allow a Vertical Expansion of Pine Bend Landfill;
- o. The Host Community Agreement dated May 30, 1995;
- p. The Restated and Amended Host Community Agreement dated March 22, 2004;

- q. The Second (2nd) Amended and Restated Host Community Agreement dated October 27, 2008;
- r. The Third (3rd) Amended and Restated Host Community Agreement dated April 9, 2018; and
- s. This Fourth (4th) Amended and Restated Host Community Agreement dated _____, 2025.

1.07 Agreement to End Operations. Since 2004, BFIWSNA and BFI have agreed to stop accepting waste for disposal at the Landfill and to close the Landfill by a set date. This date has changed from March 31, 2016 (Restated and Amended Host Community Agreement) to December 31, 2030 (2nd Amended and Restated Host community Agreement and 3rd Amended and Restated Host Community Agreement), to December 31, 2042 (4th Amended and Restated Host Community Agreement), provided that this Agreement will expire, in which case the Landfill is required to immediately cease acceptance of waste as of January 1, 2033, if an Amendment to this Agreement or a New Host Community Agreement is not executed between the City and BFIWSNA and BFI on or before January 1, 2033. The Parties acknowledge that this agreement by BFIWSNA and BFI to permanently stop accepting waste for disposal at the Landfill and to close the Landfill to the public has been key to the City's current and previous expansion approvals.

1.08 Intent of the Parties. This Agreement is entered into by the Parties for the purposes of: (1) Establishing the principles of association between the City as the host community to the PBSL and BFIWSNA as the owner and operator of the PBSL; (2) providing compensation to the City for the anticipated direct and indirect costs associated with the presence and operation of PBSL, its related solid waste management units and activities, its response and remediation activities, its ongoing permitting activities, and its emergency preparedness planning; (3) preventing landfill development on the West 100 Acres (the "West 100 Acres" is that real property identified as of the date of this Agreement by Dakota County Parcel ID Numbers 20-03300-51-011 and 20-03300-26-011) while fostering other development on the property; (4) assuring that BFIWSNA will take certain fire prevention actions and provide certain firefighting capabilities at the Landfill; (5) accelerating certain remedial activities at the Landfill; and (6) amending and restating in its entirety the Original Host Community Agreement; the Restated and Amended Host Community Agreement; the Second (2nd) Restated and Amended Host Community Agreement; and the Third (3rd) Restated and Amended Host Community Agreement.

SECTION 2. AUTHORITY.

2.01 BFIWSNA. BFIWSNA enters into this Agreement pursuant to its limited liability company powers and by authorization of its Board of Governors.

2.02 BFI. BFI enters into this Agreement pursuant to its limited liability company powers and by authorization of its Board of Governors.

2.03 City. The City enters into this Agreement pursuant to powers granted to it by Minnesota Statutes, Chapters 412, 429, 444, 462, 465, and 471 and by authorization of the City Council.

2.04 Allied Waste Industries, LLC. Allied Waste Industries, LLC, guarantees this Agreement pursuant to its limited liability company powers and by authorization of the Board of Governors.

SECTION 3. ADMINISTRATION.

3.01 Points of Contact. This Agreement shall be administered by the Parties' Points of Contact listed below:

- a. **The City's Point of Contact.** The City's Point of Contact shall be its City Administrator, 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077, Telephone: (651) 450-2511, Fax (651) 450-2502.
- b. **BFIWSNA's Point of Contact.** BFIWSNA's Point of Contact shall be its General Manager, Pine Bend Landfill, 2495 East 117th Street, Inver Grove Heights, Minnesota 55077, Telephone (651) 457-2778, Fax (651) 457-7433.
- c. **BFI's Point of Contact.** BFI's Point of Contact shall be its General Counsel, Browning-Ferris Industries, LLC, 18500 North Allied Way, Phoenix, AZ 85054.

3.02 Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with any Party or any agency, shall be deemed sufficiently given or filed if and when sent by (a) United States certified or registered mail, return receipt requested, postage prepaid, or (b) with a nationally recognized overnight courier service, in either case, addressed to the Party to receive the same, to the attention of that Party's Point of Contact.

SECTION 4. OPERATIONS AND CONSULTATIONS.

4.01 Operational Compliance. The Landfill shall be operated in accordance with MPCA Solid Waste Permit SW-45, as amended and reissued from time to time, the NCUC as it may be amended from time to time, the terms and conditions of any applicable Conditional Use Permits (CUPs), applicable Dakota County licenses, and all other applicable laws and regulations., including, but not limited to, the City permits, approvals and agreements listed in Section 1.06 above.

4.02 Regular Consultation. The Parties will use their best, good faith efforts to resolve informally any dispute arising under this Agreement. To avoid disputes and to promote informal dispute resolution, at the request of any Party, the Parties shall meet to review compliance with

this Agreement and to review general operational and regulatory matters. The agenda at such meetings may include, but is not limited to:

- a. Filling operations in the Landfill's lined area.
- b. Any modification in financial assurances, including modifications in the cost estimates on which financial assurances are based.
- c. Any modification in closure or post-closure care plans.
- d. Reports or studies issued by the state or county.
- e. Volumes and tons of waste received and remaining capacity.
- f. Any plans for Landfill redevelopment or development on the West 100 Acres.
- g. Any modifications to the groundwater monitoring systems, the gas monitoring, collection, and destruction systems, the leachate collection systems, and the liner.
- h. Any operational deviations from permitted standards, exceedances of regulatory limits, or other noteworthy operational matters.
- i. Any changes that might affect emergency planning or firefighting.

4.03 Special Consultation Regarding Permits and Licenses. Before seeking any new federal, state, county, or other license or permit, or a modification to any existing license or permit, or before seeking any approval to redevelop the Landfill or develop the West 100 Acres, BFIWSNA will meet with City staff to present the proposal for a new or modified permit or license or development or redevelopment plan and offer the opportunity for City staff and consultants to review and comment on the proposal. If special circumstances, including but not limited to a threat to health and safety or legal requirements, necessitate proceeding immediately with a license, permit, or modification application, BFIWSNA will inform the City of its action at least contemporaneously with the filing of any application and arrange for a meeting to review the proposal.

4.04 Responsibility to Consult. Before seeking changes in any federal, state, county, or other law, license, permit, or regulation affecting the Landfill, the City will meet with Landfill representatives and offer the opportunity for review and comment on the proposal. If special circumstances, including but not limited to a threat to health and safety or legal requirements, necessitate proceeding immediately with a change in law, license, permit, or regulation, the City will inform BFIWSNA of its action at least contemporaneously with initiating action on the change and arrange for a meeting to review the proposal.

SECTION 5. FIRE PROTECTION.

5.01 Firefighting and On-Going Emergency Planning. The City's Fire Department has responded in the past to several fires at PBSL and at other landfills in the City. Landfill fires can present unique challenges. The City, therefore, wants to assure that certain fire prevention actions are undertaken by BFIWSNA. The City further wants to assure that a sufficient water supply is present at the Landfill for future firefighting and that other firefighting and communication equipment is available. In addition, the City anticipates that BFIWSNA and the City's Fire Department will need to engage in ongoing planning and communication about fire prevention and firefighting at the Landfill.

5.02 BFIWSNA's Responsibilities. BFIWSNA, as the owner and operator of the Landfill, is obligated by Minnesota Rule Part 7035.2595 to make "prior arrangements" with a local fire department for services that may be needed at the Landfill. Dakota County Ordinance No. 110 obligates BFIWSNA to either have an agreement with a local fire department or to have adequate firefighting equipment of its own on site. BFIWSNA desires to meet its obligations under Minnesota Rule 7035.2595 and Dakota County Ordinance No. 110 through the terms of this Agreement, for the duration of this Agreement.

5.03 Roads and Water Supply. The Parties desire to have in place at the Landfill adequate access roads and an adequate water supply so that the City's firefighting equipment can be effectively mobilized and used at the Landfill to fight fires.

5.04 No Special Duty. The Parties do not wish to impose any duty on the City to fight Landfill fires beyond that specified by statute or common law. The existence of this Agreement shall not be construed to create a special duty owed to BFIWSNA or others by the City. The Parties desire that this Agreement not in any way abrogate the sovereign immunity enjoyed by the City, or the statutory liability limits specified in Minn. Stat. Chapter 466.

5.05 Terms. The following terms, unless otherwise specifically defined elsewhere in this Agreement, shall have the following meanings:

- a. **Private Water Supply.** "Private Water Supply" means and includes a system, network, and combination of wells, pumps, tanks, hydrants, and related equipment such that a water supply of 1,500 gallons per minute can be produced and supplied for at least 120 consecutive minutes for use in fighting a fire at the Landfill. The system shall be installed in accordance with the Minnesota Fire Code.
- b. **Fire Suppression Equipment.** "Fire Suppression Equipment" means and includes, jointly and severally, the following:
 1. A multi-purpose portable ABC fire extinguisher of at least twenty pounds capacity located in each of the heavy equipment vehicles used at the Landfill;
 2. A multi-purpose portable ABC fire extinguisher of at least five pounds capacity located in each of the trucks located at the Landfill; and

3. At least two backpack pump cans maintained at locations specified by the Fire Marshall.

5.06 Active Sites. “Active Sites” mean those areas of the Landfill where treatment, processing and disposal of solid waste is actively occurring, as opposed to those areas of the Landfill where disposed solid waste has received intermediate or final cover in accordance with MPCA rules.

5.07 Road Maintenance. BFIWSNA, at its own expense, shall maintain and repair the access roads to the Active Sites and a perimeter road around the entirety of Lot 1, Block 1, Pine Bend Sanitary Landfill. The roads shall be maintained in good condition so that they will be passable at all times by any vehicle. BFIWSNA shall be solely responsible for snowplowing and for removing all vegetation and debris from the roads. The perimeter road shall continue to be at least 20 feet in width and shall be maintained with an all-weather surface so as to support all fire apparatus of the City. The perimeter road shall be maintained to have a minimum capacity of 18,000 pounds gross weight. The required width of the perimeter road shall not be obstructed in any manner, including by parked vehicles.

5.08 Keys for Gates. BFIWSNA shall provide the City with duplicate keys for all gates at the Landfill so that the City may have access to the roads specified in Section 5.07. Keys shall be placed in an approved fire department key box at the main gate or at some other mutually agreed-upon location.

5.09 Map of Roads. The location of permanent roads at the Landfill, including the perimeter road, shall be as specified on the plat documents on file with the City. BFIWSNA shall provide the City with a map of the permanent and temporary roads at the Landfill. BFIWSNA shall be responsible for updating this map whenever any new temporary or permanent roads are made or old temporary or permanent roads are removed and shall provide an updated copy to the City. BFIWSNA shall provide a current map to the City within thirty (30) days for the date of execution of this Agreement.

5.10 Right of Entry. The City's fire, police, and inspection departments shall have the right at all times to enter the Landfill and to utilize all the roads at the Landfill.

5.11 Fire Breaks. If the City's fire department orders BFIWSNA to construct a fire break around one or more of the Active Sites, BFIWSNA shall do so at its own expense. The width of the fire break around the Active Sites shall be specified by the City's fire department. The perimeter road shall be considered as a fire break around the perimeter of the Landfill. BFIWSNA shall maintain the perimeter road as a fire break. BFIWSNA at all times shall keep the fire breaks free from all combustible materials and free from vegetation and debris.

5.12 Fire Suppression Equipment. BFIWSNA shall provide and maintain the Fire Suppression Equipment at the Landfill at all times. All Fire Suppression Equipment shall be tested at least annually and maintained to ensure proper operation at all times.

5.13 Water Supply. BFIWSNA, at its own expense, shall maintain the Private Water Supply at the Landfill so that it is operational on a year-round basis. BFIWSNA shall keep the areas adjacent to the Private Water Supply (including all hydrants) accessible to the City's firefighting equipment at all times. The City shall have the right to use the Private Water Supply to suppress fires outside of the Landfill, as well as fires that occur within the perimeter of the Landfill. There shall be no charge to the City for the City's use of the Private Water Supply for purpose of suppressing and extinguishing fires, whether outside or within the Landfill.

5.14 No Special Duty. The Parties agree that the City has no special duty to fight any fire occurring at the Landfill beyond that specified by statute or common law. By entering into this Agreement, the City is not agreeing to fight all or any fires occurring at the Landfill and is not assuming any special duty to BFIWSNA or to any third parties to fight fires at the Landfill.

5.15 No Warranty. The City does not represent and in no way warrants that the City's fire department is properly trained, equipped, or staffed to fight a fire at the Landfill.

5.16 Discretionary Acts. The Parties agree that the City's decisions whether to fight a Landfill fire and the methods by which such fires are fought shall be considered discretionary acts as defined by Minn. Stat. § 466.03, subd. 6, and, as such, shall be actions protected by the doctrine of sovereign immunity. BFIWSNA and BFI hereby waive any rights they might otherwise have to challenge the City's decisions with respect to Landfill fires.

5.17 Communications Equipment. BFIWSNA shall, at the City's request and at BFIWSNA's expense, provide a command post where firefighting equipment can be mobilized and where communications equipment and supervisory personnel can be established and assembled. Further, BFIWSNA shall, at the City's request and at BFIWSNA's expense, allow the City to use BFIWSNA's communications equipment at the Landfill, including, but not limited to, telephones and two-way radios.

5.18 Insurance. BFIWSNA shall maintain at all times insurance covering liability, property, and casualty losses as a result of a Landfill fire. Such insurance shall at least be in the amounts specified by Dakota County Ordinance No. 110. Upon request of the City, BFIWSNA shall provide the City with evidence that insurance coverage required by this Agreement is in full force and effect.

5.19 Contingency Action Plan. BFIWSNA shall provide the City and its designees with copies of BFIWSNA's Contingency Action Plan that is required by the MPCA and Dakota County. BFIWSNA shall provide the City with copies of all amendments to the Contingency Action Plan in a timely manner. The Contingency Action Plan shall address and make provisions for controlling air emissions, leachate generation, and water runoff during the course of a Landfill fire.

5.20 Hazard Identification; Planning. BFIWSNA shall identify any potential fire hazards at the Landfill and shall cooperate with the City in developing adequate fire and emergency procedures for fighting fires at the Landfill.

5.21 Off-Site Notice and Evacuation. BFIWSNA must annually review and update, if necessary, an evacuation plan that describes the geographical area to be notified, when and to whom notice will be given, how and under what circumstances persons will be evacuated during a Landfill fire or other emergency, and how the evacuation costs will be handled. The evacuation plan is subject to the approval of the City's Emergency Management Director.

5.22 Facility Features. To the extent not otherwise specified in a NCUC, BFIWSNA shall provide the City with maps and other descriptions of the Landfill's features that might affect firefighting efforts at the Landfill. Such features include, but are not limited to, pipeline and utility locations, landfill gas collection systems, locations of special wastes, known locations of on-site chemicals and hazardous materials (whether landfilled or not), and the location of environmental monitoring points.

5.23 Substantial Compliance. To the extent that county, state, and federal laws or regulations impose upon BFIWSNA substantially the same responsibilities as required by Sections 5.19, 5.20 and 5.21, above, compliance with the applicable county, state, or federal laws and regulations shall constitute compliance with said Sections 5.19, 5.20, and 5.21.

5.24 Indemnification and Release. BFIWSNA and BFI, jointly and severally, shall release, defend, indemnify, and hold harmless the City and its officers, agents, employees, elected and appointed officials, boards, political bodies, and volunteers, and any other political subdivisions that provide mutual assistance to the City in fighting fires at the Landfill (Firefighting Indemnified Parties) from and against any and all causes of action of any nature, claims, costs, execution, expenses (including reasonable attorneys' and witnesses' fees and costs), judgments, liabilities, liens, or losses (collectively, Damages) based upon or arising out of the Firefighting Indemnified Parties' actions or inactions, other than gross negligence, with respect to future fires at the Landfill. This Section 5.24 shall not apply to the City's use of BFIWSNA's water system to fight fires off the Landfill which also did not start on the Landfill, and the City shall release BFIWSNA and BFI from any Damages that arise out of the use of BFIWSNA's water system to fight fires off the Landfill that did not start on the Landfill. This section shall not be deemed to abrogate the sovereign immunity enjoyed by the City or the statutory limits provided by Minn. Stat. Chapter 466, as amended from time to time. The responsibility of BFIWSNA and BFI for indemnification under this section is limited to the City's liability limits set forth in Minn. Stat. Chapter 466, as amended from time to time.

5.25 Relationship to Other Agreements. This Agreement shall supersede that certain agreement relating to reimbursement for firefighting equipment and personnel dated August 23, 1974, by and between the Pine Bend Development Company and the City.

SECTION 6. ASSURANCES.

6.01 Indemnification and Release. BFIWSNA and BFI, jointly and severally, shall release, defend, indemnify, and hold harmless the City, its officers, agents, employees, elected and appointed officials, boards, political bodies, and volunteers (the "Indemnified Parties") from and against any and all causes of action of any nature, claims, costs, executions, expenses (including reasonable attorneys' and witnesses' fees and costs), judgments, liabilities, liens, or

losses (collectively, Damages) based upon or arising out of the following, whether or not BFIWSNA or BFI otherwise has any responsibility therefore and whether occurring in the past, present, or future:

- a. BFIWSNA's conduct of operations of the Landfill;
- b. The past conduct of operations of the Landfill by Pine Bend Sanitary Landfill, Inc.;
- c. Waste or substances, including but not limited to leachate, treated, stored, disposed, or contained in the Landfill;
- d. Waste or substances emanating or released from the Landfill, including but not limited to methane or any other landfill gas;
- e. Failure of BFIWSNA or BFI to satisfy any legal requirements related to the foregoing and/or a failure of BFIWSNA or BFI to satisfy the duties and obligations under this Agreement; and
- f. City permits or other land use approvals for the Landfill.

This section shall not be deemed to abrogate the sovereign immunity enjoyed by the City or the statutory liability limits provided by Minn. Stat. Chap. 466, as amended from time to time. The responsibility of BFIWSNA and BFI for indemnification under this section is limited to the City's liability limits set forth in Minn. Stat. Chap. 466, as amended from time to time. BFIWSNA and BFI shall not be responsible for the Indemnified Parties' gross negligence and shall not release, defend, indemnify, or hold harmless the Indemnified Parties for Damages based on or arising from gross negligence.

6.02 Financial Assurances. BFIWSNA shall maintain in full force and in effect all insurance, bonds, letters of credit, or cash deposits required to be maintained by county, state, and federal law in order to assure completion, closure, and post-closure care and maintenance of the PBSL as required by law. BFIWSNA shall also provide the City with such copies as it may request of all insurance policies, bonds, letters of credit, and any other financial assurance instruments and documents on a timely basis.

SECTION 7. HOST COMMUNITY FEES.

7.01 Host Community Fees. In consideration for the City serving as the host community to the PBSL, in consideration for ongoing direct and indirect costs associated with the presence and operation of PBSL, its related solid waste management units and activities, its response and remediation activities, and its emergency preparedness planning, and in consideration of all other matters as set forth in this Agreement, BFIWSNA or BFI shall pay the

City the Host Community Fees (HCF) set forth in Sections 7.03, 7.04, and 7.05. BFIWSNA and BFI are jointly and severally responsible for making such payments.

The Parties agree that the HCF set forth in Sections 7.03, 7.04, and 7.05 shall be the only fees charged by the City for solid waste uses conducted at the Landfill by BFIWSNA and BFI, and their affiliates and subsidiaries, except for customary permit fees (e.g., building permits and zoning application fees), utility use fees (e.g., water and sewer bills), fees incident to platting and subdivision (e.g., park dedication fees), real estate taxes, and special assessments for public improvements and except for the firefighting reimbursement fees that arise prior to and after closure of the Landfill pursuant to Section 8.05.

The parties further agree that the fees detailed herein shall be effective as of January 1, 2025, notwithstanding the fact this Agreement will not be executed until after January 1, 2025.

7.02 Fee is in Lieu of Abatement Fees. The Parties agree that the City has statutory authority to impose abatement fees on the Landfill. That authority may be subject to legal challenge and is subject to legislative scrutiny and alteration. Therefore, the City agrees, for the term of this Agreement, to waive its right to impose such fees and to accept, in lieu thereof, the HCF described in this Agreement.

7.03 Annual Payments. As part of the HCA and in addition to the fees and payments required under Sections 7.04 and 7.05, BFIWSNA or BFI shall pay the City annual payments in two equal installments on January 1 and July 1 of each year, beginning on January 1, 2025, and continuing on January 1 and July 1 of each year thereafter through and including July 1, 2032, in the following amounts:

Year	Annual Payment (paid in two equal installments on January 1st and July 1st of each Year)
2025*	\$250,000
2026	\$257,500
2027	\$265,225
2028	\$275,834
2029	\$286,867
2030	\$301,211
2031	\$316,271
2032	\$332,085

*= The annual payment installments for 2025 shall be made on February 1st and July 1st of 2025.

7.04 Per Ton Payment. BFIWSNA or BFI shall on a monthly basis pay the City a fee for every ton of waste or fraction thereof that is disposed in the Landfill. The per ton fee shall be as set forth on the attached **Exhibit A**. The monthly fee shall be paid to the City on or before the 15th day of the month following the month that the waste was disposed of at the Landfill.

BFIWSNA shall record the weight of all waste disposed of at the Landfill. BFIWSNA shall file monthly reports with the City in accord with the procedures set forth on the attached **Exhibit B**.

The reports shall be filed by the 15th day of the month following the month that the waste was disposed of at the Landfill.

The waste subject to the fee required by this Section 7.04 shall include all forms of waste and waste materials except for the following:

- sand;
- uncontaminated earthen material
- other material or wastes approved by Dakota County that are used for daily intermediate or final cover material or the construction of roads or berms within the Landfill.

The fee required to be paid by this Section 7.04 shall continue to be paid until the Landfill . permanently stops accepting waste for disposal at the Landfill and the Landfill is closed to the public.

Notwithstanding anything to the contrary contained in this Section 7.04, the per ton fee required to be paid shall never be less than the amount the City is authorized to impose under Minn. Stat. § 115A.921. For purposes of determining the per ton fee under Minn. Stat. § 115A.921, the conversion factor of one ton equals 3.33 cubic yards shall be used.

Notwithstanding anything to the contrary contained in this Section 7.04, if another city or township in any Metropolitan County (as the term Metropolitan County is defined by Minn. Stat. § 473.121, subd. 4 as amended from time to time) establishes a host community fee based on an amount per ton of waste (or an equivalent fee based on an amount per cubic yard) disposed at a licensed landfill (which accepts mixed municipal solid waste) that is greater than the fee established in this Section 7.04, then the City, at its option, may elect to have BFIWSNA or BFI pay to the City the higher fee and in such case BFIWSNA or BFI shall pay the higher fee to the City.

7.05 Minimum Payment. BFIWSNA or BFI shall pay the City at least \$720,000 in per-ton fees each calendar year or shall make a Minimum Annual Payment that, when combined with the amounts paid based on tonnage per Section 7.04, shall equal at least \$720,000.00, until the Landfill permanently stops accepting waste for disposal at the Landfill and the Landfill is closed to the public. Provided, however, that BFIWSNA or BFI shall only be required to pay the greater of the amount payable under Section 7.04 or Section 7.05. By way of illustration only, if in the year 2025, the total yearly amount payable under Section 7.04 (per ton payment) was \$600,000, BFIWSNA and/or BFI would be required to pay the City \$120,000 as specified by this Section 7.05 for calendar year 2025. By way of further illustration, if the amount payable in 2025 under Section 7.04 was \$800,000, BFIWSNA and/or BFI would not be obligated to pay the City any additional payment under this Section 7.05 for a Minimum Annual Payment.

7.06 Use of Fees. The HCF shall be used by the City for public purposes Such purposes may include, but are not limited to: general fund purposes; hosting the Landfill; the cost of providing firefighting services; environmental review and monitoring; and meeting and

conferring with, among others, BFIWSNA, Dakota County, the MPCA, the United States Environmental Protection Agency, the Metropolitan Council, the Office of Environmental Assistance, and any other body having jurisdiction over the Landfill; the cost of sustainability projects and programs; the cost of “green initiatives”; the cost of the GreenStep Cities Program, or any other legal public purpose.

7.07 Late Fee. If the City does not receive the payments within 5 days of the dates set forth in Sections 7.03, 7.04, 7.05, or 8.05, then BFIWSNA or BFI shall pay a late payment administrative charge of 6% of the amount owed and in addition the amount owed shall accrue annual interest at 6% beginning 5 days after the date the payment was due.

SECTION 8. ADDITIONAL AGREEMENTS BETWEEN THE PARTIES.

8.01 City Wastes. During the term of this Agreement, BFIWSNA shall arrange for pick-up, hauling, and disposal of non-hazardous wastes from the City at no charge to the City. City sources will include City Hall, public works buildings, fire stations, the Community Center, Aquatic Center and Ice Arena, golf course, park buildings (provided that the City collects wastes and deposits them in a suitable container at a single location in each park that is accessible by BFIWSNA’s trucks), and other similar City-owned structures. The non-hazardous wastes to be picked up, hauled, and disposed from City sources shall include recycling and special wastes. In addition, the City may deposit its street sweepings and similar wastes at the Landfill at no charge. In the case of special wastes, street sweepings, and similar wastes, if testing is required to establish the non-hazardous character of these materials, the City shall pay all the costs of establishing the non-hazardous character of these wastes. Hazardous wastes and wastes generated by “City days” are not subject to this privilege. This Section 8.01 does not apply to residences, businesses, or other sources of solid waste not listed above as City sources.

8.02 City Organics. If, at any time during the term of this Agreement, BFIWSNA offers residential or commercial organics collection to any persons or property within the City of Inver Grove Heights, BFIWSNA shall arrange for the pickup, hauling, and disposal of organics from City sources for the remainder of the term of this Agreement at no charge to the City. City sources will include City Hall, public works buildings, fire stations, the Community Center, Aquatic Center and Ice Arena, golf course, park buildings (provided that the City collects organics and deposits them in a suitable container at a single location in each park that is accessible by BFIWSNA’s trucks), and other similar City-owned structures.

8.03 VMCC Donation. BFIWSNA has offered to donate the sum of \$15,000 annually to the City to support the programs and activities of the Veterans Memorial Community Center. The City hereby accepts such donation. BFIWSNA agrees to fulfill the terms of the donation by annually donating \$ 15,000 to the City beginning January 1, 2025, and continuing each year thereafter until the Landfill is permanently closed. The \$15,000 annual donation shall be payable on January 1 in each of the specified years, except that in 2025 this annual donation shall be payable by March 1, 2025.

8.04 Rich Valley Park Playground Donation. BFIWSNA has offered to make a one-time donation of \$500,000 to the City to pay for a portion of the new playground facilities to be

constructed at Rich Valley Park near the Veterans Memorial Greenway and the planned Purple Heart Plaza. The City has agreed that in exchange for this donation, it will allow BFIWSNA to name the playground, subject to final approval of any such name by the City Council, which approval shall not be unreasonably withheld, and will provide permanent signage near the playground acknowledging that the playground was made possible thanks to a contribution from BFIWSNA. BFIWSNA representatives will be invited to the playground ribbon cutting/grand opening event, and the City will identify BFIWSNA as the lead donor towards the playground. Payments toward this one-time donation shall be made as follows: \$200,000 by July 1, 2026; \$200,000 by July 1, 2027, and \$100,000 by July 1, 2028.

8.05 Payment For Firefighting Costs. BFIWSNA and BFI, jointly and severally, agree to pay the City for firefighting costs with respect to the City fighting fires at the Landfill, prior to and after closure of the Landfill, in accordance with the following:

8.05.01 Definition of Routine Fire. For purposes of this Section 8.05, a Routine Fire means any of the following types of fires at the Landfill:

- a.) a grass fire;
- b.) a vehicle fire;
- c.) a building fire;
- d.) any fire at the Landfill where from the time the fire call comes to the City to the time the City firefighting equipment returns to the fire station less than one hour has elapsed.

8.05.2 Definition of Extraordinary Fire. For purposes of this Section 8.05, an Extraordinary Fire means any of the following types of fires at the Landfill:

- a.) a large surface-area fire;
- b.) a debris fire;
- c.) a methane gas fire;
- d.) a subsurface fire;
- e.) any fire at the Landfill where from the time the fire call comes to the City to the time the City firefighting equipment is returned to the fire station one hour or more of time has elapsed; provided, however, a grass fire or a vehicle fire or a building fire at the Landfill of any duration shall not be considered an Extraordinary Fire.

8.05.3 No Payment For Routine Fires. Unless the City otherwise imposes by ordinance an obligation by all landowners in the City to pay the City for fire calls, BFIWSNA shall not be obligated to pay the City for the City's suppression and extinguishment of Routine Fires at the Landfill.

8.05.4 Payment For Extraordinary Fires. With respect to Extraordinary Fires, BFIWSNA or BFI shall pay the City on an hourly basis for all firefighters and equipment from the City as well as from other communities according to the formulas set forth on **Exhibit C**;

provided, however, there shall be no firefighter or equipment charge for the first hour spent in suppressing the fire. Payment shall be made to the City within thirty (30) days of receipt an invoice for such costs.

8.05.5 Payment For Damaged Equipment. BFIWSNA or BFI shall pay the City for any firefighting equipment of the City or of other cities that have been damaged during the fighting of a fire at the Landfill. This payment obligation is in addition to the obligation set forth in Section 8.05.4.

8.05.6 Payment For Maintenance of Equipment During Fire. If during any fire at the Landfill the firefighting equipment of the City or of other cities requires more than normal and/or routine maintenance, then BFIWSNA or BFI shall be responsible and shall pay the City and other cities for those maintenance costs. This payment obligation is in addition to the obligation set forth in Section 8.05.4.

8.05.7 Payment For Fuel. During any fire at the Landfill, if the fire equipment and trucks require refueling, then BFIWSNA or BFI shall make available all the fueling trucks and tanks at its disposal to cause the refueling to occur. If such are not available or are not acceptable for the refueling, then BFIWSNA or BFI shall pay the City for any costs that the City or other cities incur in providing refueling to the fire apparatus at the Landfill during the fire suppression. This payment obligation is in addition to the obligation set forth in Section 8.05.4.

8.05.8 Water Supply Payment. BFIWSNA or BFI shall pay the City for any municipal water used in suppressing a fire at the Landfill. The charge for the municipal water shall be at the usual and customary water rates then in effect at the time of the fire. This payment obligation is in addition to the obligation set forth in Section 8.05.4.

8.05.9 Discretionary Act. Nothing contained in this Section 8.05 shall be deemed to limit the discretionary nature of this City's determination whether or not to fight a fire at the Landfill. Nothing contained in this Section 8.05 shall be deemed to modify Sections 5.03, 5.12, 5.13, 5.14 and 5.22.

8.06 Consultant Reimbursement. During the term of this Agreement, BFIWSNA agrees to reimburse the City for all reasonable consultant engineering, environmental consultant, and legal expenses incurred by the City in relation this agreement and the enforcement of any terms of this Agreement and the NCUC and any CUP, up to a maximum of \$20,000 in any given calendar year. The City shall provide an itemized invoice to BFIWSNA for all such reimbursable expenses. BFIWSNA shall pay all such invoices withing sixty (60) days.

8.07 No Dispute; Waiver of Claims-SWSEA Agreement. The City and Pine Bend Landfill, Inc., are parties to the Southern Water System Extension Agreement Between Pine Bend Landfill, Inc. and the City of Inver Grove Heights, Minnesota, dated May, 1993 (SWSEA Agreement). The City, BFIWSNA, and BFI all agree that upon execution of this Agreement and payment by BFIWSNA of the accumulated amount of \$197,742.47 to the City, the SWSEA Agreement will be terminated. Such payment shall be made within thirty days from the date of execution of this Agreement and shall constitute full, final, and complete payment to the City of

all monies owed to the City under the SWSEA Agreement. All parties hereby waive and agree to forego any legal claims or causes of action related to the SWSEA Agreement, including any claims or causes of action related to payment of fees or any unpaid fees claimed under the terms of the SWSEA Agreement.

8.08 No Dispute; Waiver of Claims-Prior Host Community Agreements. The City, Pine Bend Landfill, Inc., and/or BFIWSNA, and BFI are parties to several prior Host Community Agreements, including the 3rd Restated and Amended Host Community Agreement. The City, BFIWSNA, and BFI all agree that as part of this Agreement, all parties hereby waive and agree to forego any legal claims or causes of action related to any amounts due or payments owed to either party for Host Community Fees, including any claims or causes of action related to payment of fees or any unpaid fees claimed under the terms of any prior Host Community Agreement, including the 3rd Restated and Amended Host Community Agreement related to payments made or received through December 30, 2024.

8.09 BFIWSNA and BFI to Forego Legal Challenges. BFIWSNA and BFI agree that, with respect to the City, they will forego any legal challenges, direct or indirect, to the formation or validity of this Agreement or the City's authority to impose host community fees, expansion fees, abatement fees, or any other financial obligations imposed on BFIWSNA and BFI, past, present, or future, pursuant to and consistent with the terms of this Agreement or any prior or future Host Community Agreement. For purposes of the foregoing sentence, if a payment obligation or other duty of affirmative performance by BFIWSNA or BFI arising from this Agreement is not fully performed, then the assertion, as a defense by one or both entities, of a challenge to the formation or validity of this Agreement, including but not limited to challenging the City's authority to impose on BFIWSNA or BFI any of the financial obligations referenced in the Agreement, will constitute an indirect legal challenge, and therefore is foreclosed by this Agreement. This waiver shall not apply to disputes between the City and BFIWSNA or BFI to enforce any of the terms of this Agreement. BFIWSNA and BFI reserve the right to make such challenges as respects any parties other than the City.

SECTION 9. ADDITIONAL TAX BASE.

9.01 Need to Study Additional Tax Base. The Landfill has been in existence for more than 40 years. The presence of the Landfill over that period has caused, in the City's view, the following:

9.01.1 A non-expanding tax base relating to BFIWSNA properties, namely, the Landfill and the adjoining West 100 Acres owned by BFIWSNA.

9.01.2 A cognizable, broadly-perceived concern by the public and adjoining landowners that BFIWSNA will attempt to use the West 100 Acres in the future for disposal of waste.

9.01.3 An unwillingness of landowners living in proximity to the Landfill to develop their land until the development, character, direction, and pattern of the West 100 Acre parcel is ascertained.

9.01.4 Lack of development on the West 100 Acres.

9.01.5 Lack of development on surrounding parcels.

9.01.6 An unsatisfactory growth in industrial tax base. The City seeks to ameliorate this situation and to counteract the deleterious conditions stated above. The City does not believe that the HCF and other considerations recited in Section 8, above, as a substitute for the City's abatement fee, are adequate unless the potential for waste disposal on the West 100 Acres is removed and replaced with an opportunity for enhanced tax base that is consistent with principles of sound municipal planning and protection of the environment.

9.02 No Disposal on West 100 Acres. BFIWSNA, for itself, its successor and assigns, agrees that it will not use the West 100 Acres for disposal of solid waste. Solid waste as used in this section shall have the meaning set out in Minn. Stat. § 116.06, subd. 22. This prohibition in the form of a negative easement recorded as Document No. 1360508 with the Dakota County Recorder on July 8, 1996, shall run with the West 100 Acres and shall be binding upon the successors and assigns of BFIWSNA. This negative easement shall not expire unless expressly released by the City. The City shall not release the negative easement unless the City, in its sole legislative authority, rezones all or a part of the West 100 Acres to allow disposal of solid waste.

SECTION 10. ADDITIONAL PARTIES; CONTRACTS COMPELLING COMPLIANCE.

If the City grants conditional use permits for any waste-related uses on the West 100 Acres, as a condition precedent to the commencement of any waste-related uses on the West 100 Acres, BFIWSNA and BFI shall cause the operator of the use and the owner of the land, when such respective operator and owner are affiliates or subsidiaries of BFIWSNA or BFI or are directly or indirectly controlled by BFIWSNA or BFI to execute and be bound by an Addendum to this Agreement. Said Addendum will state that the operator and owner agree to operate the facility in compliance with all applicable governmental laws and regulations, including the terms and conditions of any conditional use permit granted by the City.

SECTION 11. CLOSING OF LANDFILL.

In exchange for the commitments and benefits provided by the City to BFIWSNA and BFI under this Agreement, for the City's agreement to NCUC, CUP and zoning ordinance amendments needed for the Proposed Pine Bend Landfill Vertical Expansion Project, for the City's non-opposition to the amendments to MPCA Solid Waste Permit SW-45 also needed for that expansion, and for the City's willingness to amend the longstanding December 31, 2030 date for the end of the Landfill's operations, BFIWSNA and BFI agree to permanently stop accepting waste for disposal at the Landfill and to close the Landfill to the public no later than December 31, 2042. No waste shall be disposed of at the Landfill after December 31, 2042, or when the permitted airspace capacity of 42,123,300 cubic yards (including the final cover) is reached, whichever occurs first. Notwithstanding the foregoing, the Parties agree that this Host Community Agreement expires on December 31, 2032, and that upon expiration of the Agreement, acceptance of waste by the Landfill shall immediately cease, regardless of the

existence of any remaining airspace capacity, or the December 31, 2042 closure date noted above, unless or until a subsequent written agreement shall be entered into by the Parties for an amendment to this Agreement or a new Host Community Agreement, as the existence of a valid Host Community Agreement is a term and condition of the Conditional Use Permit issued for the Landfill.

SECTION 12. GENERAL PROVISIONS.

Except as this Agreement may specifically provide to the contrary, the following provisions shall apply to all Parties to this Agreement:

12.01 Agreement Not to Alter or Amend Other BFIWSNA Legal Responsibilities. This Agreement does not shift, alter, amend or lessen BFIWSNA's duties and responsibilities as set forth in any Conditional Use Permit, NCUC, Dakota County's solid waste license(s), or the MPCA's solid waste permit.

12.02 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota; any legal action involving this Agreement shall be venued in Dakota County District Court or the United States District Court for the District of Minnesota.

12.03 Entire Agreement; Amendments. This Agreement may not be modified except by an instrument in writing duly executed by the Parties.

12.04 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. BFIWSNA and BFI may assign this Agreement only with the express written consent of the City. In the event of any assignment, however, BFIWSNA and BFI shall remain fully responsible to assure that its respective duties and responsibilities as expressed in this Agreement are fully performed.

12.05 Authorization. The City, BFIWSNA and BFI (and each person executing this Agreement) warrant each to the other that each has taken all actions necessary to authorize it to execute, deliver, and carry out this Agreement.

12.06 BFIWSNA's Obligations. The City shall have no obligation to pay any part of BFIWSNA's and BFI's expenses in carrying out its obligations under this Agreement.

12.07 Term. This Agreement shall be effective as of January 1, 2025 and shall continue until December 31, 2032, or until such time as the parties mutually agree in writing to terminate this agreement, whichever occurs first. The HCF under Sections 7.03, 7.04, and 7.05 ceases when the Landfill permanently stops accepting waste for disposal at the Landfill and the Landfill is closed to the public, or when superseded by a subsequent written agreement between the Parties.

12.08 Recording. Within thirty (30) days after execution of this Agreement by all Parties, BFIWSNA the Parties shall execute and record a summary memorialization of this Agreement

with the Dakota County Recorder against the Landfill Property and the West 100 Acres. The form of the memorial shall be first approved by the City Attorney.

SECTION 13. SIGNATURES.

By their signatures below, the undersigned represent that they have authority to bind the Parties that they represent, their agents, subsidiaries, successors, and assigns with respect to the performance of this Agreement. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION 14. SUPERSEDING EFFECT.

This Fourth (4th) Restated and Amended Host Community Agreement supersedes and replaces in its entirety the Host Community Agreement dated May 30, 1995, by and among the City of Inver Grove Heights, Pine Bend Landfill, Inc., (now consolidated as a part of BFIWSNA), and Browning-Ferris Industries, Inc. This Fourth (4th) Restated and Amended Host Community Agreement supersedes and replaces in its entirety the Restated and Amended Host Community Agreement By and Among BFI Waste Systems of North America, Inc., Browning Ferris Industries, Inc., and The City of Inver Grove Heights, Minnesota, dated March 22, 2004. This Fourth (4th) Restated and Amended Host Community Agreement supersedes and replaces in its entirety the Second Restated and Amended Host Community Agreement By and Among BFI Waste Systems of North America, LLC, Browning-Ferris Industries, Inc., and The City of Inver Grove Heights, Minnesota, dated October 27, 2008. This Fourth (4th) Restated and Amended Host Community Agreement supersedes and replaces in its entirety the Third Restated and Amended Host Community Agreement By and Among BFI Waste Systems of North America, LLC, Browning-Ferris Industries, LLC, and The City of Inver Grove Heights, Minnesota, dated April 9, 2018.

Notwithstanding the foregoing, nothing herein shall invalidate, nullify, or otherwise have any impact on any separately executed agreements between the parties aside from those listed above, including but not limited to the previously executed and recorded Right of First Refusal Agreement between BFI Waste Systems of North America, LLC and City of Inver Grove Heights dated April 9, 2018.

SECTION 15. RELATIONSHIP TO NCUC AND CONDITIONAL USE PERMIT.

A breach of this Agreement by BFIWSNA or BFI, including, but not limited to, any failure to pay the amounts required to be paid under this Agreement is deemed to be a violation of the NCUC, as amended, and the Conditional Use Permits issued by the City for the Property, including but not limited to the Conditional Use Permit issued by the City by Resolution No. 25- _____ dated _____, 2025.

SECTION 16. REMEDIES.

If BFIWSNA or BFI fails to pay the amounts required to be paid under this Agreement, or if BFIWSNA or BFI otherwise breaches this Agreement in any other respect, then the City shall have available to it all remedies at law and in equity and all such remedies shall be cumulative and non-exclusive.

SECTION 17. 117th STREET IMPROVEMENT PROJECT

The City and Dakota County are in the process of finalizing preparations for construction of the 117th Street Project. As part of that project, the City anticipates that an extension of sanitary sewer to the Property will occur, and that the City will specially assess properties benefited by that improvement including, among other lands, certain property owned by BFIWSNA including Lot 1, Block 1 and Lot 1, Block 2, Pine Bend Sanitary Landfill, Dakota County, Minnesota, according to the recorded plat, and Lot 1, Block 1, Pine Bend Recyclery, Dakota County, Minnesota, according to the recorded plat (together the “Benefitted Property”). BFIWSNA has previously agreed to a special assessment waiver for the 117th Street Project as part of the Third Amended and Restated Host Community Agreement and executed a recordable Memorandum of Waiver of Assessment Appeals (Prior Waiver).

At the time that Prior Waiver was agreed to, the 117th Street Project was contemplated to include the reconstruction of 117th Street from Highway 52 on the east to Rich Valley Boulevard on the west, including street reconstruction, right of way and street expansion, turn lanes, grading, drainage and erosion control, expansion of travel lanes, relocation of existing utilities, signalization, street lights and appurtenances. At this time, the 117th Street Project is contemplated to include all of the foregoing, as well as the extension of sanitary sewer to the Benefitted Property.

BFIWSNA is now willing to waive any assessment appeals for the 117th Street Project up to and including the sum of \$1,000,000 if sanitary sewer is not included within the final scope of the 117th Street Project and \$3,000,000 if sanitary sewer is included within the final scope of the 117th Street Project if the Benefitted property is assessed and BFIWSNA is treated by the City substantially in the same manner with respect to assessment methodology as other similarly situated lands and landowners located along and/or benefited by the above described portion of 117th Street.

BFIWSNA warrants and represents that, as of the date hereof, BFIWSNA is the fee title owner of the Benefitted Property.

The City has generally explained the nature and scope of the 117th Street Project including the sanitary sewer extension component of the project with BFIWSNA.

BFIWSNA, after reviewing all the information about the 117th Street Project and the proposed sanitary sewer extension and the information related to the assessment methodology, has determined to waive its rights to appeal assessments up to and including \$3,000,000 against the Benefitted Property for the 117th Street Project if a sanitary sewer extension is included within

the 117th Street Project and up to and including \$1,000,000 if the 117th Street Project does not include a sanitary sewer extension component.

BFIWSNA acknowledges benefit to the Benefitted Property from the 117th Street Project of up to and including \$3,000,000 if the project includes extension of sanitary sewer to the Benefitted Property and of up to and including \$1,000,000 if the project does not include extension of sanitary sewer to the Benefitted Property.

BFIWSNA recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. The Benefitted Property will be specially benefited up to and including \$3,000,000 by the 117th Street Project if the project includes extension of sanitary sewer to the Benefitted Property and up to and including \$1,000,000 by the 117th Street Project if extension of sanitary sewer is not included in the project.
2. BFIWSNA waives any and all procedural and substantive objections to the special assessment up to and including \$3,000,000 against the Benefitted Property for the 117th Street Project if the project includes extension of sanitary sewer to the Benefitted Property and up to and including \$1,000,000 if sanitary sewer extension is not included in the project. BFIWSNA hereby waives all notice and hearing requirements with respect to imposition of the special assessment. BFIWSNA hereby waives any claim that the special assessment for the 117th Street Project against the Benefitted Property up to and including the amount of \$3,000,000 against the Benefitted Property for the 117th Street Project if the project includes extension of sanitary sewer to the Benefitted Property and up to and including \$1,000,000 if sanitary sewer extension is not included in the project exceeds the benefit to the Benefitted Property.
3. With respect to special assessments up to and including \$3,000,000 against the Benefitted Property for the 117th Street Project if the project includes extension of sanitary sewer to the Benefitted Property and up to and including \$1,000,000 if sanitary sewer extension is not included in the project, BFIWSNA waives any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081.
4. The waiver contained herein shall be continuing and irrevocable and is made knowingly and voluntarily by BFIWSNA.
5. All terms and conditions of the waiver contained herein shall run with the Benefitted Property herein described, and shall be binding upon the Benefitted Property and its current and future owners, including BFIWSNA and the successors

and assigns of BFIWSNA. The waiver contained hereon shall also apply to any after-acquired title of BFIWSNA in the Property.

6. The Parties agree that upon execution of this Agreement the parties will execute a separate memorandum of the waiver contained herein in a form acceptable to the City Attorney and will record the memorandum against the Benefited Property with the Dakota County Recorder and Registrar of Titles.

The City agrees that the Benefitted Property will be assessed and BFIWSNA will be treated by the City substantially in the same manner with respect to assessment methodology as other similarly situated lands and landowners located along and/or benefited by the above described portion of 117th Street. The BFIWSNA waivers contained in this Section 17, including those in paragraphs 2 and 3 above, are expressly conditioned upon the City's compliance with its obligations under the immediately preceding sentence and nothing herein shall be deemed to prohibit or restrict BFIWSNA's right to assert non-compliance with such obligations.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

BFI WASTE SYSTEMS OF NORTH AMERICA, LLC

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that _____ is the _____ of BFI Waste Systems of North America, LLC, a Delaware limited liability company and that the foregoing instrument was executed for and on behalf of BFI Waste Systems of North America, LLC by authority of its governing body.

Notary Public

BROWNING-FERRIS INDUSTRIES, LLC

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that _____ is the _____ of Browning-Ferris Industries, LLC, a _____ limited liability company and that the foregoing instrument was executed for and on behalf of BFI Waste Systems of North America, LLC by authority of its governing body.

Notary Public

GUARANTY

For good and valuable consideration, the undersigned, Allied Waste Industries, LLC, a Delaware limited liability company, hereby irrevocably and unconditionally guarantees the obligations, duties, responsibilities and liabilities of BFI Waste Systems of North America, LLC and Browning-Ferris Industries, LLC, under the foregoing Fourth (4th) Restated and Amended Host Community Agreement.

Dated: _____, 2025

Allied Waste Industries, LLC

By: _____

Its: _____

EXHIBIT A

HOST COMMUNITY FEE PURSUANT TO SECTION 7.04

With respect to the years 2025 through and including 2032, for waste disposed in the Landfill, the per ton fee for waste for each calendar year shall be the rate set forth in the following chart.

Year	Section 7.04 Fee Amount
2025	\$7.75 per ton
2026	\$7.98 per ton
2027	\$8.30 per ton
2028	\$8.72 per ton
2029	\$9.15 per ton
2030	\$9.61 per ton
2031	\$10.09 per ton
2032	\$10.60 per ton

The above per ton fee shall apply to all waste types, but daily cover material shall be exempt from this fee. All waste tons to be charged uniformly.

EXHIBIT B

RETURNS FEE PAYMENT EXTENSIONS AND REPORTING REQUIREMENTS

- A. **Filing of Returns and Payment of Fees.** BFIWSNA shall file a monthly fee return on a form prescribed by the City. The return must be signed by BFIWSNA or by a person authorized by BFIWSNA to do so. The return shall be filed with the City on or before the 15th day of the month immediately following the month in which the waste was received at the facility, and must be accompanied by payment of the fees described in Section 7.
- B. **Extensions.** The City may extend for reasonable cause the time for filing returns and remittance of fees for not more than sixty (60) days. The City may require the filing of an estimated return at the time fixed for filing the regularly required return and may require the payment of the estimated fees on the basis of such estimated return.
- C. **Calculation of Fee.** Although all waste must be weighed, the fee shall be calculated based on measurements made at the scale located at the Landfill as follows:
1. Waste shall be measured in pounds or tons.
 2. The measurement of waste in pounds or tons shall be based on the difference between the tare weight of the vehicle and/or conveyance and the scale weight of the loaded vehicle and/or conveyance.
- D. **Monthly Return.** The fee monthly return shall include:
1. The amount of all waste accepted and disposed at the Landfill;
 2. The fee due, computed by multiplying the total tons times the per ton fee as set by Section 7; and
 3. Such other information as may be required by the City in order to administer Section 7.
- E. **Failure to File Return.** If BFIWSNA is required to file any return and shall fail to do so within the time prescribed or shall make, willfully or otherwise, an incorrect, false or fraudulent return, BFIWSNA, upon written notice and demand, shall immediately file such return or corrected return and at the time pay any fees due on the basis thereof. If BFIWSNA shall fail to file such return or corrected return, the City may make for BFIWSNA a return, or corrected return, from its knowledge and from such information as the City can obtain through testimony or otherwise and assess a fee on the basis thereof, which fee (less any partial payments for the fee covered by such return) shall be immediately paid upon written notice and demand. Any such return or assessment made by the City shall be prima facie correct and valid and BFIWSNA shall have the burden of establishing its incorrectness or invalidity in any action or proceeding in respect thereto. Nothing in this paragraph shall preclude the City from enforcing Section 7 by pursuing any other remedy authorized by law or ordinance.

F. **Records**

1. BFIWSNA shall keep adequate and complete records showing:
 - a. The total weight of waste accepted and disposed based solely on the difference between the tare weight of the vehicle and/or conveyance and the gross weight of the vehicle and/or conveyance by measurements made by the scale located at the Landfill.
 - b. General type or types of waste accepted and disposed;
 - c. Origin(s) of waste accepted and disposed;
 - d. The dates and times of deliveries; and
 - e. The Hauler(s) that delivered waste accepted and disposed at the Landfill.
2. Daily records shall be kept in the form prescribed by the Minnesota Commissioner of Revenue under rule promulgated pursuant to the Metropolitan Landfill Abatement Act (Minn. Stat. §§ 473.842 - 473.847) and the County of Dakota.

G. **Examination of Records.** The City or its designated agent shall have the right to examine and copy records required by Section 7 or by this Exhibit B.

EXHIBIT C

PAYMENT FORMULAS PURSUANT TO SECTION 8.05.4

<u>TYPE OF EQUIPMENT</u>	<u>CHARGE PER HOUR</u>
1.) Rescue — Ambulance	\$310.60 *
2.) Grass Fire Truck	\$219.56*
3.) Pumper	\$369.51 *
4.) Tanker	\$289.18 *
5.) Aerial	\$744.38 *
6.) All other	\$192.79 *

* Note: The hourly equipment charges set forth above shall be annually adjusted beginning April 1, 2009, to reflect the amount of the change in the Consumer Price Index. The "Consumer Price Index" is hereby defined to be the Consumer Price Index For All Items For All Urban Consumers for Minneapolis-St. Paul, Minnesota, with the standard base period of 1982-84 equals 100. If such index shall be discontinued, then any successor consumer price index of the United States Bureau of Labor Statistics or successor agency thereto, for Minneapolis shall be used, with such reconciliation of the different indices as may be required for accurate comparison.

Such adjustment shall be accomplished by multiplying the per hour charges set forth above by a fraction, the numerator of which shall be the average annual Consumer Price Index for the most recently ended year prior to the date of such adjustment and the denominator of which shall be the average annual Consumer Price Index for the year 2007.

In no event shall the adjustment reduce the hourly charges below the amounts set forth above.

FIRE FIGHTER PAYMENT:

The hourly payment for firefighters shall be at the highest hourly rate for a full-time firefighter with the Inver Grove Heights Fire Department. The hourly rate shall not include any fringe benefits that the firefighters may have or may show as part of their hourly rate; the rate shall be strictly for the firefighter wage.

Hours shall be computed to the nearest quarter of an hour.

MEMORANDUM OF AGREEMENT FOR WAIVER OF ASSESSMENT APPEALS

THIS MEMORANDUM OF AGREEMENT FOR WAIVER OF ASSESSMENT APPEALS (Memorandum of Agreement) is made, entered into and effective this ____ day of January, 2025, by and among the **City of Inver Grove Heights** (hereinafter referred to as the “City”), a Minnesota municipal corporation, and **BFI Waste Systems of North America, LLC** (hereinafter referred to as “BFIWSNA” or “Owner”), a Delaware limited liability company. Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

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

- a.) **City.** “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.
- b.) **Fourth Restated and Amended Host Community Agreement.** “Fourth Restated and Amended Host Community Agreement” means that certain Fourth (4th) Restated and Amended Host Community Agreement By and Among BFI Waste Systems of North America, LLC, Browning-Ferris Industries, LLC, and the City of Inver Grove Heights, Minnesota, dated _____, 2025.
- c.) **Property.** “Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, which is located on 117th Street. The Property is that property legally described on the attached **Exhibit A**. The attached Exhibit A is incorporated hereby and made a part hereof.

ARTICLE 2 **RECITALS**

Recital No. 1. Owner owns the Property.

Recital No. 2. Owner and the City entered into that Fourth Restated and Amended Host Community Agreement.

Recital No. 3. Section 17 of the Fourth Restated and Amended Host Community Agreement provides that Owner waives any special assessment appeals up to and including \$3,000,000 relating to special assessments against the Property for the 117th Street Project, if the Project includes extension of Sanitary Sewer to the Benefited Property and up to and including \$1,000,000 if the Project to does include extension of sanitary sewer to the Benefited property, subject to and pursuant to the terms and conditions stated in Section 17 of the Fourth Restated and Amended Host Community Agreement.

Recital No. 4. The parties wish to memorialize the existence of the special assessment waiver contained in Section 17 of the Fourth Restated and Amended Host Community Agreement.

Recital No. 5. Section 17 of the Fourth Restated and Amended Host Community Agreement provides that the parties will execute and record a memorandum of the special assessment waiver.

ARTICLE 3 **AGREEMENTS**

3.1 Waiver of Special Assessment Appeals. As set forth in the Fourth Restated and Amended Host Community Agreement, Owner has waived all special assessment appeals up to and including \$3,000,000 relating to special assessments to be made by the City against the Property for the 117th Street Project, if the project includes extension of sanitary sewer to the Benefited Property, and up to and including \$1,000,000, if the project does not include extension of sanitary sewer to the Benefited Property, subject to and pursuant to the terms and conditions stated in Section 17 of the Fourth Restated and Amended Host Community Agreement.

3.2 Obligation to Comply With Fourth Restated Amended Host Community Agreement. City and Owner have agreed to, and agreed to comply with, the terms and conditions of Section 17 of the Fourth Restated Amended Host Community Agreement.

3.3 Property Subject to Section 17 of the Fourth Restated and Amended Host Community Agreement. This Memorandum of Agreement is executed and recorded for the purpose of giving notice of Section 17 of the Fourth Restated and Amended Host Community Agreement; this Memorandum of Agreement is not intended to supersede or vary the terms and conditions of Section 17 of the Fourth Restated and Amended Host Community Agreement. Nothing contained in this Memorandum of Agreement shall be construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of Section 17 of the Fourth Restated and Amended Host Community Agreement, which shall in all things control.

ARTICLE 4 **MISCELLANEOUS**

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

instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement the day and year first set forth above.

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

BFI WASTE SYSTEMS OF NORTH AMERICA, LLC

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that _____ is the _____ of BFI Waste Systems of North America, LLC, a Delaware limited liability company and that the foregoing instrument was executed for and on behalf of BFI Waste Systems of North America, LLC by authority of its governing body.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Real property located in Dakota County, Minnesota described as follows:

Lot 1, Block 1 and Lot 1, Block 2, Pine Bend Sanitary Landfill, Dakota County, Minnesota;

and

Lot 1, Block 1, Pine Bend Recyclery, Dakota County, Minnesota.

November 8, 2024

Ms. Ally Sutherland
Environmental Specialist
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

Re: Pine Bend Landfill (PBL) Phase 7 Expansion – City Application Review

Dear Ms. Sutherland:

This letter presents Barr Engineering Co.'s (Barr's) review of the Pine Bend Landfill (PBL) "Application Submittal to the City of Inver Grove Heights for the Pine Bend Landfill – Phase 7 Development," prepared by Stantec Consulting Services Inc., dated Revised July 2024 (Revised July 2024 City Application).

This letter includes:

- an executive summary
- brief summaries of the Revised July 2024 City Application and the City's regulatory history of PBL,
- a history of recent requests and approval regarding PBL
- City technical review of PBL's permit application to the MPCA including key technical issues and associated recommended modifications for the amended Non-Conforming Use Certificate (NCUC), new Conditional Use Permit (CUP), and amended Zoning Ordinance
- a discussion of environmental-related considerations from the proposed Phase 7 expansion, and
- summary and conclusions

Executive Summary

PBL is seeking approval for a proposed vertical expansion (Phase 7) that would increase the landfill's approved height by approximately 87 feet and increase its airspace capacity (waste and cover material) by approximately 8.2 million cubic yards. The Phase 7 expansion would fill waste over a liner and leachate collection system that was approved as part of the 2018 Phase 6 expansion.

Phase 7 would not change the landfill's the aerial footprint.

The City, with Barr's assistance, performed a detailed technical reviewed PBL's Phase 7 MPCA solid waste permit application. PBL addressed all items identified by the City/Barr review and satisfactorily modified its MPCA permit application.

Key environmental-related considerations related to the Phase 7 expansion are:

- Potential negative impacts would be increased visibility from nearby properties, and potential increase in litter and odor due to the proposed increased landfill height.

- Landfill gas is currently collected, cleaned, and conveyed into a nearby natural gas pipeline. Additional landfill gas generated by the increased waste disposal in Phase 7 would increase the quantity of gas supplied to the natural gas pipeline and therefore would be an environmental benefit, assuming the existing operation has the capacity to process additional gas.
- It is not expected that offsite subsurface migration of landfill gas would increase with the proposed Phase 7 expansion because it is believed that the source of the subsurface gas is waste in the old unlined area, however the issue of how to reduce or mitigate the existing subsurface gas migration remains.
- Potential negative impacts to surface water are mitigated with the final cover system and surface water design and management system.

If the City is in agreement with the Phase 7 expansion, it will need to amend the NCUC, issue a new CUP, and amend its ordinance. Barr's recommendations for these three documents are below:

NCUC Amendment:

- Add reference to the 2018 NCUC Amendment to the "Whereas" section
- Add the Appendix C Plan Sheets and Appendix E Stormwater Management Model and Calculations from the Revised July 2024 City Application to NCUC Exhibit D
- Add the Revised July 2024 City Application, Appendix E Stormwater Management Model and Calculations to the list of approved documents

New CUP:

- Use the 2018 CUP and edit it as indicted below to create the 2024 CUP:
 - Add the landfill's increased maximum elevation to 1105.8 feet
 - Add the increased 7,888,250 cubic yards of airspace capacity for a new total airspace capacity of 40,018,250 cubic yards excluding final cover volume
 - Edit 2018 CUP item 14 regarding subsurface gas migration to allow the City Council to waive or modify PBL's requirements if the City Council determines that adequate progress is being made to mitigate subsurface gas migration
 - In the new CUP, add a requirement for PBL to perform a subsurface gas concentration trend analysis and include in future annual reports
 - In the new CUP, add a requirement for PBL to identify the horizontal and vertical extent of the subsurface gas plum beyond the waste boundaries including on adjacent properties
 - Add the 2018 CUP to the "Whereas" section
 - Add the Revised July 2024 City Application to item number 3
 - Add the Revised July 2024 City Application to item number 4
 - Complete the reference to the 2018 NCUC Amendment to item number 5.k
 - Add new NCUC Amendment to item number 5

- Add the Phase 7 expansion to item number 6
- Update item number 10 to show hours of waste received to be Monday through Saturday 6:00 AM to 4:00 PM and Sunday 7:00 AM to 3:00 PM
- Update item number 11 to reference the May 31, 2019 MPCA Permit Modification
- Remove the reference to February 1 annual report due date in items 12.a and 12.b
- Add requirement to install pumps in the pumping stations in item 12.b.vii
- Update item number 13 to reference the May 31, 2019 MPCA Permit Modification
- Delete item number 15

Ordinance Amendment to City Code Section 10-13E-6:

- Delete item H regarding allowing a percentage increase of cubic yards (including the final cover system) from the original 1995 NCUC
- Delete item J related to the limit of surface area limitation of the landfill final cover

Summary of Revised July 2024 City Application

The Revised July 2024 City Application contains information regarding the proposed Phase 7 expansion at PBL including general project description, facility and design information, operational information, a discussion of potential environmental and land use impacts, and additional information regarding the host community fee, compliance history, and status of non-City permits and approvals.

The Revised July 2024 City Application also includes a solid waste management plan, permit-level plan sheets, a geotechnical analysis, stormwater management model and calculations, financial assurance cost estimates for closure, postclosure, and contingency action, and 3D view modeling.

City Regulatory History of PBL

In general City Resolution No. 6465 (1995 NCUC) established, among other things, limits to the waste capacity and maximum elevation of PBL. City Resolution No. 04-48 (2004 CUP) and City Resolution No. 18-69 (2018 CUP) allowed an increase to the capacity of PBL. Below is a brief summary of the City's past regulation of PBL.

NCUC History

- City Resolution No. 6465 (1995 NCUC) – “A Resolution Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Compost Facility and a Sanitary Landfill,” dated November 27, 1995. The 1995 NCUC was granted to PBL subject to terms, conditions, and qualifications contained in the 1995 NCUC. The 1995 NCUC granted a total airspace capacity (not including final cover) of 23.3 million cubic yards and a maximum elevation of 1020 feet above mean sea level.
- City Resolution No. 02-32 (2002 NCUC Amendment) – “Resolution Amending Resolution No. 6465, Granting a Non-Conforming Use Certificate for Pine Bend Landfill by Modifying the Phasing Plan, Maximum Elevation, and Final Grading and Stormwater Plans”, dated March 11, 2002. The

2002 NCUC Amendment reduced the maximum elevation of Pine Bend Landfill to 1010 feet above mean sea level.

- City Resolution No. 04-49 (2004 NCUC Amendment)– “A Resolution Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill”, dated March 22, 2004. The 2004 NCUC Amendment established that the remaining airspace capacity as of October 1994 was 5.65 million cubic yards and limited the maximum elevation of PBL to an elevation of 1,019 feet above mean sea level.
- City Resolution No. 18-70 (2018 NCUC Amendment) – “A Resolution Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill”, dated April 9, 2018. The 2018 NCUC Amendment:
 - Amended Exhibit D of the 1995 NCUC to add Appendix C (28 permit design plan sheets) and Appendix D (Stormwater Management Model and Calibrations) from the “Application Submittal to the City of Inver Grove Heights for the Pine Bend Landfill – Phase 6 Development” prepared by Wenck Associates dated revised February 2018.
 - Did not change the airspace capacity or maximum elevation.

CUP History

- City Resolution No. 6330 – “Approving a Conditional Use Permit for an Energy Recovery Facility for the Generation of Electricity in the General Industry (I-2) Zoning District,” dated May 30, 1995.
- City Resolution No. 04-48 (2004 CUP) - “Resolution Approving a Conditional Use Permit to Allow an Airspace Capacity Expansion of the Pine Bend Sanitary Landfill,” dated March 22, 2004. The 2004 CUP granted an airspace expansion which brought the total airspace (not including final cover) to 28.6 million cubic yards but did not change the maximum elevation.
- City Resolution No. 18-69 (2018 CUP) – “Resolution Approving a Conditional Use Permit to Allow a Side Slope Capacity Expansion of Pine Bend Landfill”, dated April 9, 2018. The 2018 CUP:
 - Granted an airspace expansion which brought the total airspace (not including final cover) to 32.13 million cubic yards but did not change the maximum elevation
 - Adopted the terms and conditions in the 2004 CUP and then indicated that the 2004 CUP terms and conditions are superseded by the 2018 CUP
 - Required that the 2004 capacity expansion and the 2018 side slope capacity expansion conform to the 2003 Application to the City, 2002 and 2003 plan sheets, November 2003 response to comments, and the 2018 Application to the City
 - Limited the areas of the 2004 capacity expansion and the 2018 side slope capacity expansion
 - Required compliance with numerous historical CUPs and amendments, the NCUC and amendments
 - Made 1995 NCUC, section 5 through 10 applicable to the 2018 CUP

- Restricted the types of waste to be disposed of in the 2004 capacity expansion and the 2018 side slope capacity expansion
- Prohibited vehicles coming to PBL to not queue on 117th street
- Required that, if the sanitary sewer is extended to PBL, PBL pay its share and connect the leachate collection system to the sanitary sewer as soon as the City accepts the sanitary sewer for use
- Identified the hours of operation for PBL
- Required compliance with the 2015 MPCA Solid Waste Permit and in addition, allowed alternative groundwater trend analysis, conduct additional investigations when hydrogeologic conditions change or continued release of contaminants to groundwater warrant as determined by the City Council, and allows the City Administer to waive water sampling in the case of extenuating circumstances
- Identified numerous requirements for the dual gas/leachate management system
- Required compliance with the 2015 MPCA Solid Waste Permit for liner leak detection and leachate collection, conveyance, storage, and treatment
- Required achieving compliance with Minnesota Rule 7035.2815, subpart 11 regarding landfill gas migration for six consecutive months prior to, filling beyond 30 million cubic yard or January 1, 2025, whichever occurs first. Maintain an MPCA air emission permit for rental of an enclosed flare to serve as contingency for managing landfill gas
- Required both PBL's owner and operator to be responsible for complying with the CUP
- Stipulated that breach of the Host Community Agreement is deemed a violation of the CUP
- Indicated that the CUP becomes effective upon execution of the Third Restated and Amended Host Community Agreement

Ordinance History

- City Ordinance No. 721. On April 22, 1991 the City adopted Ordinance No. 721, which amended the City Zoning Code, Section 515.43, "I-2" General Industry District, and made mixed municipal solid waste disposal facilities (among others) prohibited uses. Ordinance No. 721 permitted prohibited uses that existed prior to April 22, 1991.
- City Ordinance No. 850. On November 27, 1995 the City adopted Ordinance 850 - "An Ordinance Establishing a Procedure for the Consideration of Nonconforming Use Certificates", amended the City Zoning Code to permit owners of a prohibited use to apply for a NCUC.
- City Ordinances No. 851 and 852. On November 27, 1995 the City adopted Ordinance 851 - "An Ordinance Establishing City Code Section 550 Integrated Resource Management Overlay Zoning District" and Ordinance 852 - "An Ordinance Rezoning Property to "IRM", Integrated Resource Management Overlay District", amended the City Zoning Code to create an Integrated Resource Management Overlay District which included PBL.

- City Ordinance No. 1084 (2004 Ordinance Amendment) – “An Ordinance Amending Inver Grove Heights City Code Section 515.80. Subd. 33 (E) by Adding a Conditional Use Permit for the Expansion of the Airspace of an Existing Sanitary Landfill”, dated March 22, 2004.
- City Ordinance No. 1351 (2018 Ordinance Amendment) – “An Ordinance Amending Inver Grove Heights City Code Section 10-13E-6 Relating to Expansion of the Air Space of an Existing Sanitary Landfill”, dated April 9, 2018 increased the percentage capacity allowed and increased area of final cover.

Brief History of Recent Requests and Approvals

PBL was first issued a solid waste permit by the MPCA in 1971. Since then, the MPCA solid waste permit has been reissued numerous times and most recently on July 30, 2015 and modified on May 31, 2019. The July 30, 2015 permit (with 2019 modification) authorized the Phase 6 sideslope expansion of the landfill by 4.1 million cubic yards to bring the total permitted capacity to 33.9 million cubic yards (including final cover). Below is a brief history of recent MPCA- and City-related requests and actions related to PBL.

City Review of PBL Permit Application to the MPCA

PBL submitted a “Request for Major Modification of Permit #SW-45,” prepared by Stantec Consulting Services Inc., dated June 2, 2022, including the addendum dated September 15, 2022 (June 2022 Application and September 2022 Addendum) to the MPCA.

The June 2022 Application and September 2022 Addendum proposes an airspace capacity expansion of 8.2 million cubic yards over the existing landfill footprint which would bring the total permitted capacity to 42.1 million cubic yards including cover soils and an elevation increase of 86.8 feet to a maximum elevation of 1105.8 by extending the existing 3:1 (horizontal:vertical) sideslopes around the existing landfill footprint including filling over the liner and leachate collection system previously installed over old unlined waste. This proposed expansion is referred to as the Phase 7 expansion.

The City, with Barr’s assistance, performed four rounds of technical review of the June 2022 Application and September 2022 Addendum that focused on these twelve topics:

- I. Waste Acceptance
- II. Groundwater Monitoring System
- III. Leachate Recirculation
- IV. Solid Waste Composting
- V. Groundwater Quality
- VI. Surface Water Management
- VII. Waste Capacity
- VIII. Liner and Leachate Collection System Design
- IX. Gas Monitoring and Gas Extraction/Treatment Systems
- X. Final Cover Design
- XI. Closure, Post Closure, Contingency Action, and Operations and Maintenance Plans

XII. Financial Assurance Cost Estimates

Following the City/Barr review, PBL subsequently modified the June 2022 Application and September 2022 Addendum via three memoranda prepared by Stantec Consulting Services Inc. as shown below. All City/Barr review recommendations have been adequately addressed by PBL via these three memoranda.

- February 12, 2024 Response Memo with attachments,
- April 12, 2024 Response memorandum with attachments, and
- April 29, 2024 Response memorandum with attachment

The June 2022 Application and September 2022 Addendum and the three memoranda listed above comprise the 2022-2024 MPCA Permit Application.

More detailed information regarding the review of these topics is contained in the four rounds of City/Barr review letters and three PBL response memoranda noted above and can be provided if requested.

The MPCA is waiting for the City and County to complete their review and approval processes prior to reissuing the MPCA solid waste permit.

MPCA EAW

The MPCA prepared a draft Environmental Assessment Worksheet (EAW) for public review on October 31, 2023 that evaluated the current proposed Phase 7 expansion. The City, with Barr's assistance, provided extensive review and numerous comments on the draft EAW in a letter dated November 28, 2023. Numerous other parties also submitted comments on the draft EAW. Subsequently, the MPCA issued a final EAW and response to comments dated March 1, 2024. The final EAW concluded that proposed Phase 7 expansion project does not have the potential for significant environmental effects and that there is not a need for an Environmental Impact Statement.

City NCUC, CUP, and Zoning Ordinance Amendment Request

PBL is requesting that the City amend its NCUC, CUP, and zoning ordinance to allow the proposed Phase 7 expansion. The request is included in the Revised July 2024 City Application discussed above.

Key Technical Issues and Recommended NCUC/CUP/Ordinance Modifications

From the above twelve technical topics included in the City/Barr review of PBL's permit application to the MPCA, there were four topics that were of particular importance as they relate to the City's NCUC, CUP, and Ordinance. The remaining eight technical topics did not directly relate to the City's NCUC, CUP, and Ordinance but are summarized briefly at the end of this section.

These four topics that are of particular importance are:

- waste capacity,
- groundwater quality and trends,
- surface water, and

- gas migration and trends and are discussed in detail below.

Recommendations for changes to the NCUC, CUP, and Ordinance and a discussion regarding environmental impacts (if any) are provided at the end of each topic.

Waste Capacity

PBL is permitted by the MPCA for a capacity of 33.94 million cubic yards which includes waste and cover material. The remaining capacity (including final cover) of PBL was approximately 1.05 million cubic yards at the end of 2023 based on PBL's 2023 Annual Report.

The June 2022 Application and September 2022 Addendum proposes an airspace capacity expansion 8,185,800 cubic yards over the existing landfill footprint by extending the existing 3:1 (horizontal:vertical) sideslopes around the existing landfill footprint including filling over the liner and leachate collection system previously installed over old unlined waste. This quantity includes the bottom liner drainage layer, waste, and final cover. The proposed expansion would increase the capacity of PBL to 42,123,200 cubic yards of waste and cover material.

The City-approved capacity of 32.13 million cubic yards is slightly less than the MPCA's because it excludes the final cover material.

The maximum height of PBL would increase approximately 87 feet from elevation 1,019 feet as approved in City Resolution 04-09, dated March 22, 2004 to an elevation of 1105.8 feet.

The estimated final closure date of the PBL is proposed to be extended approximately 13.6 years from approximately 2027 without the Phase 7 expansion to approximate 2040 with the Phase 7 expansion. This final closure date is based on an assumed fill rate for all waste types and final cover of 600,000 cubic yards per year.

A review of the design drawings was completed to verify the accuracy of the capacity information for the proposed expansion. Based on review of the design drawings in AutoCAD Civil3D software, it appears that the volumes shown in the Revised July 2024 City Application are accurate.

Recommended NCUC/CUP/Ordinance modifications:

- New NCUC Amendment:
 - None
- New CUP:
 - Add the landfill's increased maximum elevation to 1105.8 feet
 - Add the increased 7,888,250 cubic yards of airspace capacity for a new total airspace capacity of 40,018,250 cubic yards excluding final cover volume
- New Ordinance Amendment:

- Delete item H regarding allowing a percentage increase of cubic yards (including the final cover system) from the original 1995 NCUC

Environmental Impacts:

- Because more waste will be disposed of at PBL with the proposed Phase 7 expansion, there would be associated potential negative environmental impacts related to groundwater and air emissions. These potential impacts would be mitigated by the approved 2018 sideslope expansion (Phase 6) liner and leachate collection system and the proposed final cover and gas collection systems.

Groundwater Quality and Trends

Based on our review, there are no changes being proposed to the groundwater monitoring system in the June 2022 Application and September 2022 Addendum or the revised Revised July 2024 City Application.

Groundwater samples are collected from 22 monitoring wells located upgradient and downgradient from the landfill and 2 downgradient springs (Pipeline and Ravine Springs). Groundwater monitoring of flow direction and quality has been ongoing since the landfill began operating in 1971. Routine monitoring is conducted on a quarterly basis to facilitate the detection of releases to groundwater from the landfill in accordance with a sampling and analysis plan (SAP). The SAP establishes sampling methodologies, analytes, and quality assurance/quality control procedures. The SAP also provides for contingencies to increase monitoring intervals if certain water-quality levels are exceeded. Based on the contingency monitoring results, corrective action may be required.

Groundwater flows approximately southwest to northeast underneath the landfill, becoming primarily easterly along the northeast edge of the Crosby-American demolition landfill area located immediately north of PBL. The depth to the groundwater is considerable (over 100 feet in some locations). The water table is in glacial drift. Monitoring wells are completed both shallow and deep in the glacial drift and in the Prairie du Chien Group (limestone). Groundwater underneath the site eventually discharges into the Mississippi River, east of PBL.

Groundwater samples are analyzed for volatile organic compounds (VOCs), metals, polyfluoroalkyl substances (PFAS), and general geochemical parameters, such as temperature, specific conductance, and pH. As has been the case for many years, groundwater intervention limits (ILs) concentrations are occasionally exceeded for some VOC chlorinated organic compounds that are common in municipal waste (e.g., trichloroethylene, tetrachlorethylene, and biogenic breakdown products of these chlorinated compounds). Microbial reduction of the chlorinated compounds takes place in the groundwater and the geochemical indicators of this process are part of the monitoring program. The final reductive (low oxygen) breakdown product is vinyl chloride, which is oxidized to carbon dioxide and water in the more oxidizing conditions that likely exists a further distance downgradient of the landfill. Total concentrations of VOCs have generally shown a downward trend over the past several years. Some temporal (sequential) increases are observed for individual parameters as breakdown occurs, which are expected.

Manganese concentrations have exceeded the IL at many groundwater wells and in the Pipeline Spring for many years. These elevated manganese concentrations may be due, in part, to low oxygen concentrations in the groundwater (i.e. reduced conditions) that could cause the manganese to be converted to its soluble form and become mobile in groundwater. However, the manganese concentrations appear to be stable (i.e. neither an increasing nor decreasing trend). No further action is recommended at this time but the trends in concentrations of manganese and other metals should continue to be monitored to determine if remedial efforts downgradient from PBL should be performed.

PFAS compounds (i.e. perfluorocarbon compounds associated with Teflon, Scotchguard, etc.) have been monitored in the groundwater on a regular basis at PBL starting in 2011. The IL concentrations for four PFAS compounds (PFBA, PFOS, PFOA, and PFHxS) are 1,750 parts per trillion (ppt), 3.75 ppt, 8.75 ppt, and 11.75 ppt respectively, and have routinely been exceeded at numerous monitoring wells and at the two springs.

Temporal trends in PFAS compounds are very hard to quantify for a variety of reasons but the overall pattern is one of continuing presence of these constituents in groundwater and in the springs. It should be noted that remediation of PFAS compounds in groundwater is difficult because they do not biodegrade or otherwise react with the soil—they are very persistent. The need for the landfill to respond to the PFAS occurrences will largely be dependent on whether or not there are potential environmental and human health exposures.

Current NCUC/CUP: Section 5.6.1 of the 1995 NCUC requires approval by the City Council if certain percentages of the number of groundwater monitoring wells, monitoring frequency, or sampling parameters are proposed to be reduced. The baseline for determining these percentages is the June 1995 Permit Reissuance Application.

However, Item 10 of the 2004 CUP also describes the requirements for the groundwater monitoring system and sampling parameters based on the EnecoTech Report dated October 2003. Because the 2004 CUP was developed subsequent to the 1995 NCUC, it appears that the intent of the 2004 CUP monitoring system requirements was to supersede the 1995 NCUC requirements.

Recommended NCUC/CUP/Ordinance modification:

- None

Environmental Impacts:

- The 2018 Phase 6 expansion installed a liner and leachate collection system over existing unlined waste. The proposed Phase 7 expansion is proposed to be located above the Phase 6 expansion liner and leachate collection system. The proposed Phase 7 would also include a final cover and a gas collection system. Because the liner and final cover will minimize the amount of precipitation that could migrate into the unlined waste and produce leachate that could migrate to groundwater and because the gas collection system will extract gas for beneficial use, the proposed

Phase 7 expansion is not expected to have any significant negative environmental groundwater impact.

Surface Water

Barr reviewed the surface water management plan and modeling contained in the June 2022 Application and September 2022 Addendum. The proposed design uses benches placed generally at 40-foot (vertical) intervals along the 3:1 sideslopes to direct runoff from the build-out expansion area to cable-concrete-lined trapezoidal channels, which discharge through existing and proposed junction vaults, pipes, and culverts to existing stormwater ponds. HydroCAD version 10.10 was used to simulate rainfall-runoff from the site. According to the proposed plan, the existing ponds would not overflow from the site during the 100-year, 24-hour runoff event.

The 2018 NCUC Amendment added the 2018 stormwater model and calibrations as an amendment to NCUC Exhibit D.

Recommended NCUC/CUP/Ordinance modification:

- Add the 2024 City Application, Appendix E Stormwater Management Model and Calculations to the list of approved documents

Environmental Impacts:

- There is a potential negative environmental impact to surface water because the proposed Phase 7 expansion includes an increase in the amount of 3:1 (horizontal:vertical) sideslopes that will increase the rate of surface water runoff and potentially increase the amount of erosion on the sideslopes. However, these potential negative environmental impacts are mitigated with the proposed final cover and stormwater management systems that are designed to accommodate the steeper sideslopes.

Gas Migration and Trends

Landfill gas (primarily methane and carbon dioxide) is produced by the decomposition of solid waste under the anaerobic conditions that exist in landfills such as PBL. Methane can be a major concern at landfills due to its potential to migrate in the soil subsurface and accumulate in structures at explosive concentrations.

Minnesota Rule 7035.2815 Subp. [sic] 11 requires that the concentration of any explosive gas not exceed the Lower Explosive Limit (LEL) at the property boundary or 25 percent of the LEL in or around facility structures.

The existing gas management system at PBL consists of:

- Gas collection wells and piping
- The gas-to-natural gas processing plant
- The gas monitoring system

Based on the review of the Operations and Maintenance Plan in the August 2015 Application, the gas extraction system currently includes 190 gas extraction wells at the site and additional gas extraction wells are planned for Phases 5 and 6. These gas extraction wells are included in the proposed Phase 7 expansion design. The construction and installation of the additional gas extraction wells will be in accordance with the MPCA-approved design and PBL design standards. Extracted gas is currently piped through laterals, sub-headers, and header piping to a landfill gas-to-natural gas plant and/or a flare. F

The gas monitoring system is comprised of the three continuous electronic monitoring devices located in occupied buildings at PBL and 39 methane (gas) monitoring probes completed at varying depths around the perimeter of the landfill. The Gas Management and Monitoring Plan indicates the probes are monitored quarterly unless a positive gas reading is recorded, in which case, monitoring is increased to monthly. In recent years, the gas probes have been monitored on a monthly or weekly basis, as a result of methane detections at multiple probes around the facility.

Historically, elevated concentrations of methane have been detected in several of the subsurface gas monitoring probes located along the eastern, southern, and western boundaries of PBL. Methane concentrations in the gas monitoring probes around the facility exceeded the LEL on numerous occasions over the years. Based on these monitoring results, it does not appear that the existing controls at the PBL meet the requirements of Minnesota Rule 7035.2815 Subp. 11. PBL has been working with the MPCA and City to address gas migration concerns and annually provides a status update on this work to the City Environmental Advisory Commission.

Based on review of the Revised July 2024 City Application, proposed augmentations to the gas extraction systems includes:

- Vertical extension of existing gas extraction wells in the Phase 7 footprint
- Installation of new vertical gas extraction wells in the Phase 7 footprint
- Installation of a horizontal gas collection system beneath the final cover system in the Phase 6 and Phase 7 build outs where the proposed waste thickness is too thin for additional vertical gas wells

A dual gas and leachate extraction system has been operating in unlined Phases 1 and 2 of PBL since 2002. Twenty-six of the forty-six wells originally configured for dual extraction operations, plus two new recently installed pump stations (PS-1 and PS-2), were operated as dual extraction wells in 2013. Pumps were added to PS-1 and PS-2 in 2013 in order to make them operational. Nine additional pump stations (PS-3 through PS-11) are proposed to be installed in the unlined area as part of the Phase 6 and Phase 7 expansions.

Current NCUC/CUP: Section 2.3.9 of the 1995 NCUC allows PBL to control subsurface gas generated at the landfill by construction of probes, gas extraction wells, etc.

The 2018 CUP, item 12 included requirements for the dual gas/leachate extraction system that appear to be adequate without further modification.

Recommended NCUC/CUP/Ordinance modifications:

- Edit 2018 CUP item 14 regarding subsurface gas migration to allow the City Council to waive or modify PBL's requirements if the City Council determines that adequate progress is being made to mitigate subsurface gas migration.
- In the new CUP, add a requirement for PBL to perform a subsurface gas concentration trend analysis and include in future annual reports.
- In the new CUP, add a requirement for PBL to identify the horizontal and vertical extent of the subsurface gas plum beyond the waste boundaries including on adjacent properties.

Environmental Impacts:

- The Phase 6 expansion included the addition of new pumping stations that could be used to increase the extraction of gas from the unlined area which is believed to be the source of the subsurface gas migration to the PBL property boundary. The proposed Phase 7 expansion does not appear to add any means to increase gas extraction from the unlined area but neither does it decrease gas extraction from this area. Therefore, the proposed Phase 7 expansion is not expected to have negative environmental impacts related to subsurface gas migration.

Summary of Eight Remaining Technical Topics

The remaining eight technical topics (waste acceptance, groundwater monitoring system, leachate recirculation, solid waste composting, liner and leachate collection system design, final over design, closure, post closure contingency action, and operations and maintenance plans, and financial assurance cost estimates) are summarized below.

These eight technical topics were included in the four rounds of City/Barr review of PBL's MPCA permit application and three PBL response memoranda noted above. PBL's three response memoranda will be included in the pending MPCA solid waste permit and therefore do not need to be addressed directly in the NCUC, CUP, and Ordinance.

Waste Acceptance

There are no changes to PBL's waste acceptance.

The 2014 Solid Waste Management Plan describes the procedures that PBL uses to manage its mixed municipal and non-hazardous industrial solid waste. More specifically, the 2014 Solid Waste Management Plan describes:

- A customer notification procedure for review and acceptance of waste,

- A list of acceptable and unacceptable wastes plus a list of wastes that PBL does not accept,
- Waste categorization,
- Waste evaluation procedures,
- Use of waste as daily cover,
- Waste inspection and rejection procedures, and
- Numerous appendices including Dakota County Ordinance 110 and a Household Hazardous Waste Management Plan.

Groundwater Monitoring System

There are no changes to PBL's groundwater monitoring system.

Groundwater samples are collected from 22 monitoring wells located upgradient and downgradient from the landfill and two springs located downgradient from the landfill. Groundwater monitoring of flow direction and quality has been ongoing since the landfill began operating in 1971. Routine monitoring is conducted on a quarterly basis to facilitate the detection of releases to groundwater from the landfill in accordance with a sampling and analysis plan (SAP). The SAP establishes sampling methodologies, analytes, and quality assurance/quality control procedures. The SAP also provides for contingencies to increase monitoring intervals if certain water-quality levels are exceeded. Based on the contingency monitoring results, corrective action may be required.

Groundwater flows approximately southwest to northeast underneath the landfill, becoming primarily easterly along the northeast edge of the Crosby-American demolition landfill area located immediately north of PBL. The depth to the groundwater is considerable (over 100 feet in some locations). The water table is in glacial drift. Monitoring wells are completed both shallow and deep in the glacial drift and in the Prairie du Chien Group (limestone).

Groundwater underneath the site eventually discharges into the Mississippi River, east of PBL.

Leachate Recirculation

PBL is not proposing changes regarding potential future leachate recirculation.

If implemented, leachate would be performed over lined areas of PBL as described in the November 2013 Application. The leachate would be sprayed onto the waste working surface via tanker truck.

Solid Waste Composting

Solid waste composting was previously proposed as a January 2014 addendum to PBL's November 2013 Application.

City recommendations to model the potential odor and other air emissions from the proposed composting operation were not performed by PBL during the 2013 MPCA permitting process. However, based on discussions between the City and PBL and Republic Services' July 31, 2014, letter to the City, the City agreed that air quality modeling can be delayed until such time as PBL is ready to begin implementing plans to construct the organic waste compost facility. City approval is needed prior to SSOM composting implementation.

PBL has indicated that they intend to evaluate solid waste composting in the future and that it would be regulated by the MPCA and local governments including the City.

Liner and Leachate Collection System Design

The liner and leachate collection system for Phase 6 has been installed and only the liner and leachate system for one cell in Phase 5 (Cell 5F-2 at the location of existing landfill office and other infrastructure) remains to be installed. Phase 7 waste would be placed over Phase 6 which partially lies on top of the old unlined waste deposit.

Barr's review of the Liner and Leachate Collection System Design had an emphasis on consideration of construction of the system on top of the old unlined waste deposit. Barr's review was concentrated on differential settlement regarding the liner system, leachate collection system, slope stability, and liner penetrations for gas recovery and leachate collection and piping.

PBL adequately responded to Barr's review recommendations and revised the MPCA permit application via the three memoranda prepare by Stantec.

Final Cover Design

Barr's review of the final cover design was concentrated on differential settlement regarding the cover system and surface water drainage system, slope stability, and liner penetrations for the gas and leachate system components.

PBL adequately responded to Barr's review recommendations and revised the MPCA permit application via the three memoranda prepare by Stantec.

Closure, Post Closure, Contingency Action, and Operations and Maintenance Plans

These plans do not have any significant changes from the August 2015 MPCA permit application.

Barr developed review recommendations related to closure phasing and closure acreages and the closure cost estimate used for financial assurance.

PBL adequately responded to Barr's review recommendations and revised the MPCA permit application via the three memoranda prepare by Stantec.

Financial Assurance Cost Estimates

The MPCA requires financial assurance for all mixed municipal solid waste landfills in Minnesota, including PBL. Financial assurance is intended to provide funds for closure, post-closure, and contingency action activities if the landfill owner goes out of business.

In response to Barr review recommendations, PBL adequately adjusted the financial assurance cost estimates and revised the MPCA permit application via the three memoranda prepare by Stantec.

In addition to the \$643,631 bond that PBL has with Dakota County, the 2024 MPCA financial assurance estimates are:

Closure	\$15,375,408
Postclosure	\$9,175,254
Contingency Action	<u>\$1,163,414</u>
total	\$25,714,076

Additional Recommended NCUC/CUP/Ordinance Modifications

In addition to the recommended NCUC/CUP/Ordinance modifications discussed above, additional modifications are recommended as discussed below.

The 2018 NCUC Amendment amended the 1995 NCUC, Exhibit D to include the 28 permit design plan sheets included with the 2018 City Application.

Recommended NCUC/CUP/Ordinance modifications:

- New NCUC Amendment:
 - Add reference to the 2018 NCUC Amendment to the "Whereas" section.
 - Add the Appendix B Plan Sheets and Appendix D Stormwater Management Model and Calculations from the Revised July 2024 City Application to NCUC Exhibit D.
- New CUP:
 - Add the 2018 CUP (whereas section).
 - Add the Revised July 2024 City Application to item number 3.
 - Add the Revised July 2024 City Application to item number 4.
 - Complete the reference to the 2018 NCUC Amendment to item number 5.k.
 - Add new NCUC Amendment to item number 5.
 - Add the Phase 7 expansion to item number 6.
 - Update item number 10 to show hours of waste received to be Monday through Saturday 6:00 AM to 4:00 PM and Sunday 7:00 AM to 3:00 PM.

- Update item number 11 to reference the May 31, 2019 MPCA Permit Modification.
 - Remove the reference to February 1 annual report due date in items 12.a and 12.b.
 - Add requirement to install pumps in the pumping stations in item 12.b.vii.
 - Update item number 13 to reference the May 31, 2019 MPCA Permit Modification
 - Delete item number 15
- Ordinance Amendment to City Code Section 10-13E-6:
 - Delete item J related to the limit of surface area limitation of the landfill final cover

Key Environmental-Related Considerations

Key environmental-related considerations related to the Phase 7 expansion are:

- Potential negative impacts would be increased visibility from nearby properties, and potential increase in litter and odor due to the proposed increased landfill height.
- Landfill gas is currently collected, cleaned, and conveyed into a nearby natural gas pipeline. Additional landfill gas generated by the increase waste disposal would increase the quantity of gas supplied to the natural gas pipeline and therefore would be an environmental benefit, assuming the existing operation has the capacity to process additional gas.
- It is not expected that offsite subsurface migration of landfill gas would increase with the proposed Phase 7 expansion because it is believed that the source of the subsurface gas is waste in the old unlined area, however the issue of how to reduce or mitigate the existing subsurface gas migration remains.
- There is a potential negative environmental impact to surface water because the proposed Phase 7 expansion includes an increase in the amount of 3:1 (horizontal:vertical) sideslopes that will increase the rate of surface water runoff and potentially increase the amount of erosion on the sideslopes. However, these potential negative environmental impacts are mitigated with the proposed final cover and stormwater management systems that are designed to accommodate the steeper sideslopes.

Summary and Conclusions

The City, with Barr's assistance, performed an extensive technical review of the June 2022 Application and September 2022 Addendum. PBL responded to the City/Barr review with application modifications which were deemed to be adequate.

The four major technical topics (waste capacity, groundwater quality and trends, surface water, and gas migration) are discussed above and require some modifications to the NCUC, CUP, and Ordinance. Additional NCUC, CUP, and Ordinance recommendations not related to the four major topics are also provided above.

Environmental considerations related to the proposed Phase 7 expansion (additional natural gas generation), increased visibility and potential for increased litter and odor are identified and discussed above.

Given PBL's adequate application modifications in response to the City/Barr technical review and the potential environmental benefit from the Phase 7 expansion, Barr believes the proposed Phase 7 expansion is reasonable and appropriate because:

- The type of waste being accepted does not change,
- The benefit of increased natural gas production
- The potential increase in odor and litter due to increased height and can be minimized by keeping the open working waste area as small as practicable and diligent litter prevention and cleanup
- Increased visibility is a concern for residential properties located north/northwest from PBL. Property owners in other directions are mostly non-residential and therefore the increased visibility would not be expected to negatively impact those property owners. The landfill height increase would occur gradually and thereby negative visual impact to nearby residents would hopefully be acceptable.
- Potential negative impacts to surface water are mitigated with the final cover system and surface water management design and management.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Ubl". The signature is fluid and cursive, with the first name "Jeff" and last name "Ubl" clearly distinguishable.

Jeff Ubl, P.E

List of References

Sequencing Ordinance for Dakota County Ordinance 119, amended March 25, 1997 relating to need for city or township approval prior to County processing the license

Request for Major Modification of Permit #SW-45", prepared by Stantec Consulting Services Inc. (Stantec), dated June 2, 2022, including the addendum dated September 15, 2022 (June 2022 Application and September 2022 Addendum).

City of Inver Grove Heights review recommendations letter dated November 28, 2023

City of Inver Grove Heights comment letter on draft Environmental Assessment Worksheet (EAW) for Request for Major Modification of MPCA Permit #SW-45 dated November 28, 2023

Stantec Consulting Services Inc. recommendations response memorandum dated February 12, 2024

MPCA Findings of Fact, Conclusions of Law, and Order for a Negative Declaration on the need for an Environmental Impact Statement on the Pine Bend Landfill Vertical Expansion Project including response to comments on the Environmental Assessment Worksheet dated March 1, 2024

City of Inver Grove Heights review recommendations letter dated April 5, 2024

Stantec Consulting Services Inc. recommendations response memorandum dated April 12, 2024

City of Inver Grove Heights review recommendations letter dated April 23, 2024

Stantec Consulting Services Inc. recommendations response memorandum dated April 29, 2024

City of Inver Grove Heights review recommendations letter dated May 22, 2024

Application Submittal to the City of Inver Grove Heights for the Pine Bend Landfill – Phase 7 Development," prepared by Stantec Consulting Services Inc., dated Revised July 2024 (Revised July 2024 City Application)

Minnesota Statute 116.07, Subd. 4j relating to need for local government approval prior to MPCA permit issuance

Request for Council Action

SUBJECT: **Consider a Resolution Denying a Zoning Text Amendment and a Subsequent Ordinance Approving a Zoning Text Amendment, Establishing Palliative Care Homes as an Interim Use in the E-1, Estate Residential Zoning District**

MEETING DATE: January 27, 2025

ITEM TYPE: Regular Business

CONTACT: Jason Ziemer, Community Development Director, 651-450-2546

ACTION REQUESTED

The Council is asked to consider the attached Resolution, denying an original application for a zoning text amendment, and approving an alternative Ordinance, amending the City Code to allow for Palliative Care Homes as an Interim Use in the E-1, Estate Residential District and establishing Performance Standards related to that use.

BACKGROUND

Christin Ament of The Bardo (“Applicant”) submitted an application on behalf of Thomas and Debrorah Fee (“Owners”), owners of 6565 Babcock Trail (“Subject Property”), for a zoning text amendment to add “Palliative Care Home” as a new use in the E-1, Estate Zoning District. The E-1 district is a residential district commonly associated with RDR, Rural Density Residential land uses. The Applicant is looking to convert an existing single-family home on the Subject Property into an end-of-life care facility, defined by the Applicant as Palliative Care Home.

A Palliative Care Home, also referred to as a Community Home by the applicant, would be a facility resembling a single-family home modified to address ADA accessibility and care needs. Similar to hospice homes or other smaller home care and assisted living facilities, this use provides a location where 24-hour supportive services can be received in a home-like setting for persons in their final stages of life.

The Applicant's desired home-based care model is part of the “Omega Home” network, which is a trending end-of-life care housing option nation-wide. According to the Omega Home Network, such places provide a “comfort-based, person-centered home-away-from-home for people in the last months and days of life,” along with support and consulting services to them and their families. Therapy and medical treatments are provided by licensed persons or hospice agencies contracted directly by the patients and their families and are not provided directly by the owner or operator of the Palliative Care Home.

At its November 6, 2024 meeting, the Planning Commission conducted a public hearing and considered the proposed text amendment. The Commission reviewed the original application as well as an alternative put forward by staff. Following discussion, the Commission voted unanimously (8-

0) to forward a recommendation of approval to the City Council for the alternative proposed by staff. Additionally, the Planning Commission requested that staff explore questions of required licensure for this type of facility, and included a condition of licensure on such facilities, if required.

Land Use & Zoning

As noted above, the recommended zoning text amendment seeks to add a new use to the Residential Land Use Matrix (§10-6-1), allowing for a Palliative Care Home as an Interim Use specifically in the E-1, Estate Zoning District. That text amendment also includes a definition (§10-2-2) for said use as well as specific performance standards (§10-14-2) for the Interim Use.

Currently, E-1 zoning is primarily associated with the RDR, Rural Density Residential, per the 2040 Comprehensive Plan. There are also properties zoned E-1 that are guided LDR, Low Density Residential; the majority of those properties are located in the City's Northwest Expansion Area.

Analysis of the Application & Proposed Text Amendment

The initial application, as submitted by the Applicant, requested a zoning text amendment to add “a Community Home for Dying People and accessory uses to accompany patients and families in the dying process” as a Conditional Use throughout the City on properties with similar zoning (E-1).

Again, the Omega Home model is a new concept gaining traction across the nation. Based on staff research, and confirmed by the Applicant, the proposed site in Inver Grove Heights would be the first such facility in Minnesota. Because of the newness of the concept, City staff worked with the Applicant to better define the use and evaluate it as an Interim Use rather than a Permitted or Conditional Use, which would make the use permanent. As an Interim Use, this would create a trial period to evaluate the use. Generally, this approach was supported by the majority of the Planning Commission. Thus, the recommendation from City staff to the Planning Commission, and from the Planning Commission to the City Council, effectively results in a denial of the initial application, and recommendation to approve the alternative option as presented in the attached ordinance.

Licensure Requirements

A major concern rising out of the November 6, 2024 Planning Commission meeting was clarification as to whether such a use would require specific license(s) from the State of Minnesota and/or Dakota County. As a result, the Planning Commission added a condition requiring such a facility to obtain all state and/or county licenses, if required by those agencies.

After several meetings, staff from the Departments of Health and Human Services, and Dakota County Health, recently rendered an opinion that there is no current licensure requirement for this type of use. As noted to City staff, the current lack of a license requirement is because none of the agencies have a license that currently fits this model. It is possible a license could be required in the future, but one does not exist today.

Zoning Amendments

The Subject Property is a 4.91-acre parcel located on Babcock Trail; currently zoned E-1. Although the proposed zoning text amendment would benefit the Subject Property as described above, if approved, such amendments are not property specific. This means the same use could occur on any property that matches the same zoning designation (E-1) and conforms to the defined performance standards and use conditions laid out in the Ordinance. In other words, the use would be permitted City-wide where E-1 zoning exists. The City is unable to make zoning changes that are property specific, so when a path such as this is created for one property owner to do something, that path is then open to the owners of other similarly zoned properties elsewhere in the city.

Interim Use vs. Conditional Use

As noted, the original application sought a text amendment to allow the use as a Conditional Use. Both Conditional and Interim Uses allow cities to authorize certain uses in certain zoning districts under specific conditions. Conditional Uses are considered permanent in that their approval is affixed to the land. Like Permitted Uses, any change in land use or zoning does not automatically invalidate that use. Conditional Uses are considered perpetual and may continue into the foreseeable future. Thus, they become a property right.

Interim Uses, on the other hand, are considered temporary; with their approval attached to the specific use. Unlike Conditional Uses, cities may establish sunset provisions on Interim Uses in which these uses cease to exist. Sunset provisions include, but are not limited to, some or all of the following: sale or transfer of the land or specific use, change in zoning no longer allowing the use as an Interim Use, a future planned use (i.e. redevelopment or public road construction), failure to follow established conditions, and duration.

Like Conditional Uses, Interim Uses are viewed as something that is generally not appropriate or desirable based on a strict interpretation of the City Code, but that could be seen as reasonable with conditions.

Legislative Authority & Council Options

In matters such as this, the City Council has full legislative authority. In other words, the City Council has the discretion to approve or deny such requests based on its judgement as to what is in the best interests of the health, safety and welfare of the community.

The recommendation before the City Council includes a Resolution to deny the original application (making a Palliative Care Home a Conditional Use) and an Ordinance approving alternate language (making a Palliative Care Home an Interim Use in the E1 zoning district only and subject to certain conditions as listed in the ordinance).

The City Council may exercise its authority to approve or deny either. The City Council can also amend the Ordinance by adding or subtracting from terms and conditions as listed prior to adopting it.

Planning Commission Recommendation

As noted above, the Planning Commission recommended approval of the alternative zoning text amendment as proposed by City staff, with the added condition regarding licensure of such facilities as may be required by the State or County. Those conditions (summarized) include:

1. Not more than three persons residing in the home at one time.
2. Supportive and accessory services may be provided but only to those persons residing in the home and their immediate family.
3. No funeral services or final disposition of human remains are allowed on the site of the Palliative Care Home.
4. Parking shall be provided on the site; no parking may occur on public or private streets.
5. The Interim use shall terminate upon 5 years or upon sale or transfer of property or use or revocation of permit.

After further review of the E-1 zoning district and other factors and questions associated with the facility, City staff are recommending two main additional (summarized) conditions. The language of the Ordinance, as attached, has been adjusted from the draft language as presented to the Planning Commission, to accomplish the following:

1. The minimum lot size for properties zoned E-1 is 2.5 acres. However, there are several existing lots throughout the City, zoned E-1, that are less than that minimum. As the goal is to provide in-home care in a comfortable setting, staff identified the need to require a minimum acreage for such uses. As such, the ordinance proposes to allow the use only on E-1 zoned properties in excess of 3.0 acres.
2. The idea of this model is to provide those individuals at the end-of-life a comfortable home environment in which to enjoy their final days. The concept of the home is for those residing the home. Hence, staff are proposing to restrict / not allow the construction of guest houses or other accessory dwelling units, or placement of or conversion of other structures on the property to provide sleeping or living spaces for families or workers.

Despite the noted five-year duration, the Applicant could seek an extension of the Interim Use at the end of the defined term. Such extension is allowed by City Code for Interim Uses and is at the discretion of and subject to the approval of the City Council.

Relationship to City Regulations on Short-Term Rentals

Lastly, as staff have continued to review and understand this proposed use, and received feedback from the State and County that the use would not be a licensed use under current statutes and rules, it became apparent that the proposed use shares some characteristics of a short-term rental. As the Council is fully aware, the City recently enacted an Ordinance that prohibits short-term rentals (defined as the letting of rooms or residences for a period of 30-days or less), except in owner-occupied housing.

If the Council decides to adopt the attached Ordinance, making Palliative Care Homes an interim use in the E-1 zoning district, staff would prepare and bring back a companion Ordinance adding Palliative Care Homes to the list of facilities that are exempt from the City's rental housing license and therefore not subject to the minimum rental period of 30-days.

FISCAL IMPACT

N/A

RECOMMENDATION

City staff recommend adoption of the attached Resolution, denying the original application, and approval of the attached Ordinance, establishing "Palliative Care Homes" as an interim use within the E1 zoning district.

ATTACHMENTS

1. Resolution Denying Application to Make "Homes for Dying People" a Conditional Use
2. Ordinance Establishing "Palliative Care Homes" as an Interim Use in the E-1 District
3. Map of Parcels in IGH Currently Zoned E-1 (as of Jan. 2025)
4. Application Narrative (Updated 10-17-2024)
5. The Bardo (Brochure Insert)
6. PC Staff Report 2024-11-6 The Bardo zoning code amend

7. PC Meeting Minutes 2024-11-06 - The Bardo

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

RESOLUTION NO. _____

**A RESOLUTION DENYING APPLICATION FOR ZONING ORDINANCE TEXT AMENDMENT
FOR COMMUNITY HOME FOR DYING PEOPLE AND ACCESSORY USES**

(CITY PLANNING CASE NO. 24-38ZA)

WHEREAS, Christin Ament ("Applicant") on behalf of The Bardo and Thomas and Deborah Fee, Owners of 6565 Babcock Trail, submitted a planning application ("Application") requesting a text amendment to the Inver Grove Heights Zoning Ordinance to add a Community Home for Dying People and Accessory uses as a conditional use in the E-1, Estate Zoning District, as more fully described in the Application Narrative, updated 10-17-2024 on file with the City; and

WHEREAS, the Inver Grove Heights Planning Commission held a public hearing on the Application on Wednesday, November 6, 2024, after which the Planning Commission recommended approval of a modified zoning ordinance text amendment, which would make a Palliative Care Home an Interim Use in the E-1 zoning district;

WHEREAS, the above-described Application was considered by the City Council of the City of Inver Grove Heights at its January 27, 2025 Council Meeting.

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

1. The Application to amend the Inver Grove Heights Zoning Ordinance to add a Community Home for Dying People and Accessory Uses as a conditional use in the E-1 zoning district is hereby **DENIED** for the following reasons:
 - a. The proposed use is not appropriate as a conditional use within the E-1 zoning district.

Passed by the City Council of the City of Inver Grove Heights this 27th day of January, 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

ORDINANCE NO. ____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 2 (DEFINITIONS); TITLE 10, CHAPTER 6 (LAND USE MATRICES) AND TITLE 10, CHAPTER 14 (INTERIM USES) OF THE INVER GROVE HEIGHTS CITY CODE TO ADD PALLIATIVE CARE HOME AS AN INTERIM USE IN E-1, ESTATE RESIDENTIAL ZONING DISTRICT

The City Council of Inver Grove Heights ordains as follows:

SECTION 1. Addition of Definition for Palliative Care Home.

City Code Section §10-2-2 (Definitions) is hereby amended by adding the following underlined language.

Palliative Care Home: A facility resembling a single-family residence that provides 24-hour residential and supportive services in a home-like setting focusing on the comfort, care, and quality of life to individuals with serious illnesses who are approaching the end-of-life and that allows no more than three persons residing in the home at one time and receiving hospice services provided by licensed third parties.

SECTION 2. Revisions to Land Use Matrice Table.

City Code Section §10-6-1 (Land Uses in All Residential Districts) is hereby amended by adding the following underlined language.

Use	A	E-1	E-2	R-1A	R-1B	R-1C	R-3A	R-3B	R-3C	R-4	MF-PUD	MU-PUD
<u>Interim Uses:</u>												
<u>Palliative Care Home</u>		!										

SECTION 3. Addition of Interim Use Standards for Palliative Care Home

City Code Section §10-14-2 (Land Uses in All Residential Districts) is hereby amended by adding the following underlined language.

10-14-2 INTERIM USES ENUMERATED

K. Palliative Home Care. Within the E-1, Estate Residential Zoning District, a Palliative Care Home is allowed on properties in excess of 3.0 acres and subject to the following performance standards:

1. No more than three (3) persons receiving palliative care and related supportive services may reside in the single-family home at one time;

2. Living and care accommodation must occur in the primary residence on the property, and are not allowed to occur in accessory structures;
3. No guest home or other accessory dwelling units may be constructed, or other structures converted, for permanent or temporary dwelling units as living spaces for families of persons residing within the home;
4. Support and accessory services, including but not limited to patient therapy and treatment, bereavement consultation, and education classes, shall be limited to patients living in the home and their immediate family members;
5. The final disposition of human remains shall not occur on the property;
6. No funeral services shall occur on the property;
7. All parking shall be located on the property of the Palliative Care Home and according to parking requirements for the same or similar uses; no parking may occur on public or private streets;
8. Obtain all necessary licenses and permits as may be required by the State, County and City for the operation of a palliative care home;
9. The Interim Use Permit for use shall expire and must terminate at the earlier of the following:
 - a. upon the sale or transfer of ownership or management of the property or use to another entity where the Palliative Care Home is located;
 - b. change in use of the property or amendment to City Code that no longer allows the interim use;
 - c. cessation of the Palliative Care Home use for a continuous period of at least one (1) year;
 - d. revocation of the interim use permit;
 - e. within five (5) years of the date of the Interim Use Permit.

SECTION 4. Effective Date

This ordinance shall have the full force and effect upon its passage and publication.

Passed by the City Council of the City of Inver Grove Heights this 27th day of January, 2025.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Ordinance No. _____

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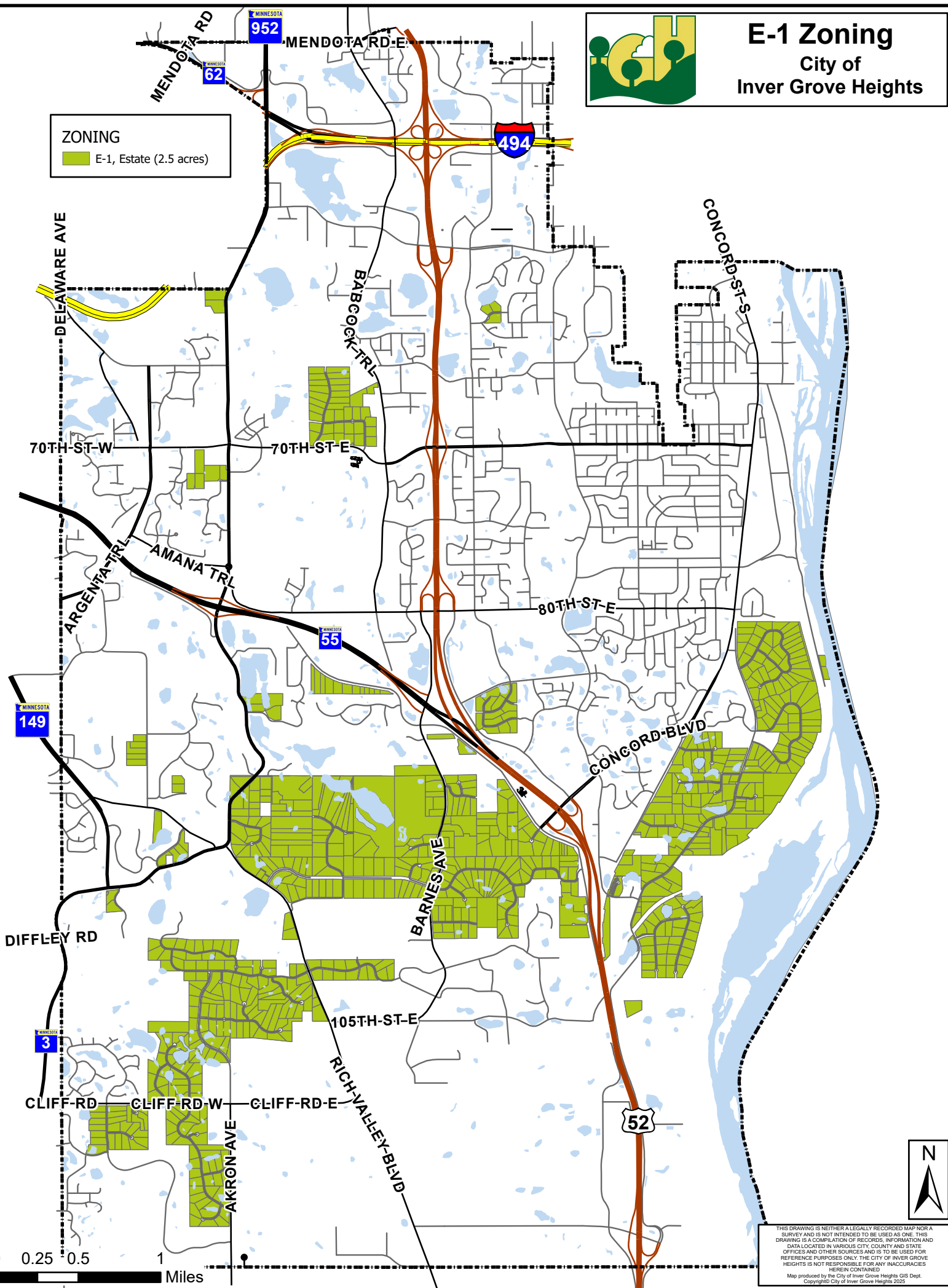


E-1 Zoning

City of
Inver Grove Heights

ZONING

E-1, Estate (2.5 acres)



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Map produced by the City of Inver Grove Heights GIS Dept.
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Subject: Conditional Use Permit to include a Community Home for Dying People and accessory use (2) to accompany patients and families in the dying process.

Purpose:

The purpose of this amendment is to modify the current zoning regulations to allow for the establishment of a community home for dying people under a Conditional Use Permit (CUP)/Zoning Amendment.

Proposed Amendment:

The following uses shall be added to the list of permitted conditional uses within Inver Grove Heights:

1. Community Home for Dying People:

Allowing the current residential home to utilize 2-3 bedrooms for end-of-life care. This will be designed to offer a peaceful setting to the dying process. Community Home is a facility that resembles a single-family home modified to address ADA accessibility and care needs, located in a residential area that directly provides 24/hour residential and supportive services in a home-like setting for dying people as an integral part of the continuum of home care provided by an outside hospice agency.

- Our process would allow for no more than 3 dying people to stay at 6565 Babcock with a goal Length of Stay (LOS) to be <3 weeks. Dying people means individuals who are 1) enrolled in hospice care, 2) have been diagnosed as terminally ill.
- Community home director will screen each dying person to allow for the most acutely ill patient to benefit from the comfort of the home. LOS will be acute. While we will not be able to limit the length of stay as this is unethical, the standard time in residential hospice home is typically 3 days. Our target LOS will be <3 weeks. If dying persons' stay extends beyond 3 weeks, community home director will reassess.
- Care will be provided by volunteer services, staff AND outside hospice agencies.
- Volunteer services means services by volunteers that provide a personal presence that augments a variety of professional and non-professional services available to the dying persons and the dying persons family.
- We will not provide medications in home Medications would be provided by outside hospice agencies.
- Community home for the dying would provide 24 hour residential and supportive services to dying patients that have an outside hospice agency involved in their care.
- Currently our parking lot and garage can accommodate 16 vehicles, we will limit cars to 15 at a time to allow for one emergency vehicle if needed. One slot in the main driveway will be reserved for emergency vehicle.
- Wheelchair/walker/limited mobility accessible ramp installed in garage.
- Grab bars installed in 3 bathrooms that will be used by patients and guests.
- Visiting hours will be from 9am-8pm, with visitation outside these hours to be pre-arranged and approved by community home director.

- Community home will not provide meals for dying persons and families.

2. Support Services/ Accessory Services:

These services will include bereavement counseling provided after the patient's death and spiritual/other counseling services for the individual and the family while involved at The Bardo Community Home. Bereavement services can be offered for up to one year following the death of a patient, as it is reflected in the Minnesota Statutes for Hospice Care.

- Accessory services will be provided by an interdisciplinary team under the direction of the community home director to the dying people and their families to meet the physical, emotional, social, spiritual, and special needs experienced during the final stages of illness, dying, and bereavement.
- Interdisciplinary team qualifies as: individuals with expertise in meeting the needs of dying patients and their families.
- Community Home Director: Licensed Medical Provider who is experienced in palliative medicine and assumes responsibility of the Community Home, interdisciplinary staff and supportive/accessory services provided.
- Support/Accessory Services will be limited to the space of 6565 Babcock Trail.
- Support/Accessory Services will be geared towards patients and families before/during/after time of death.

Justification and Need:

This amendment aligns with the community's evolving needs, particularly in terms of addressing the increasing demand for end-of-life care, mental health support, nature-based therapies and wellness practices. Such a space is crucial to meeting the growing need for personalized, community-based care that honors both the dying person(s) and their family. By fostering a supportive atmosphere, this community home would enhance the QOL for residents at the end-of-life. The addition of this use under a CUP ensures that the proposed activities are evaluated on a case-by-case basis, taking into consideration their impact on the neighborhood, infrastructure, and community resources.

1. Community Benefit:

- In IGH 2040 city plan, there are several mentions about both being forward thinking and reflecting the heritage of the community. Our intent to reimagine grief and dying in a forward-thinking fashion while applying traditions from a culturally diverse population, which allows us to manage both of these objectives.
- Establish Inver Grove Heights as a place for compassionate care for seniors and dying patients.
- Create important connections with the VA, University of MN, and surrounding healthcare agencies and facilities to promote Inver Grove Heights as a Yellow Ribbon City.
- A community home for dying people offers a compassionate alternative to institutionalized end-of-life care, promoting human dignity and community support.

2. Environmental Considerations:

- All proposed uses will operate in harmony with the natural environment, incorporating eco-conscious practices and minimal-impact development principles.
- In the IGH 2040 city plan, respecting and protecting Inver Grove's natural environment was a big piece in the mission statement. While many end-of-life and social services require removing natural landscaping and environments, The Bardo Community Home seeks to restore and showcase the natural landscape of Minnesota's metropolitan landscape.

3. Economic Impact:

- The proposed activities will generate new opportunities for local businesses, especially those involved in geriatrics, bereavement, end-of-life care, and hospitality services.

Conclusion:

This text zone amendment offers a thoughtful approach to balancing the community's growing needs for end-of-life care, with a commitment to responsible development. By allowing these uses through a zone amendment, the local government can ensure that each project is in the best interest of the community.

the



BARDO



It's time to reimagine how we view and do death.
And reawaken to the exquisite gift of existence.





By reconnecting to the elements
and the healing power of nature.

By remembering ancient wisdom,
and our relatedness.

By befriending life's greatest transitions—
and questions.

Are you ready?

“Death can help us love life.” - BJ Miller, MD



The Bardo is a beautiful new initiative taking root at a place called Mend—40+ acres of sanctuary land just south of St. Paul, Minnesota. There, guided by some wise plant and animal companions, we're reimagining grief, loss and dying in a more conscious and compassionate way.

We also offer a supportive hand for the practical challenges that come with this territory: things like understanding medical terminology and treatment options, and intentionally tending to the spiritual and emotional needs of the grieving, the suffering and those who are caring for them.

Our mission is to restore reverence to the universal experience of death and bring more meaning, beauty and support to every moment along the way.

An ecosystem that reimagines grief, loss, and dying.



the



BARDO



The Bardo is a compassionate place to land.

- 1:1 Conversation to navigate your needs
- Advanced care planning
- End-of-Life education & training
- Grief Support
- Family meeting & guidance
- End-of-Life planning
- Medical terminology translation
- Holistic therapy at end-of-life



EDUCATION

Our educators are creating original courses, certifications and workshops for those looking for new tools and paradigms. For detailed descriptions and an up-to-date listing of offerings, please visit our website. Meanwhile, here is a sampling:

Reverent Death:
The Bardo's Signature
Certificate Program

**Bardo Basics: End of
Life Mini-Courses**

**East Asian
Death Medicine**

**The Human Life Cycle,
Dying and Bardo**



EXPERIENCES

Indoors and out, in every season, we host a variety of workshops, events and immersive offerings at The Bardo and on the magical Mend land. For detailed descriptions and an up-to-date listing of offerings, please visit our website. Meanwhile, here is a sampling:

**Ceremonies and
Rituals Around
End of Life**

**The Art of Grieving:
Mandala Making**

**Tea Ceremony:
A Meditative Ritual
for Transitions**

**Daoist Death
Retreat: Recognizing
Your Eternal Nature**





SERVICES

We are collaborating with an inspiring group of practitioners to offer unique services to support those navigating transition and loss. For detailed descriptions and an up-to-date listing of offerings, please visit our website. Meanwhile, here is a sampling:

**The Death
of Certainty:
A Support Group**

**Money Matters at
the End of Life**

**After a Diagnosis:
Navigating the
System**

**Dignity Therapy
at End of Life**



the COCOON

Our Monthly Membership Program

Come for Community, Comfort & Care

Life and loss can be hard. If you or someone close to you has received a diagnosis, lost a loved one or are caring for a dying relative or friend, you're coping with A LOT. But you don't need to carry it alone. Come to The Cocoon and be cared for.

The Cocoon is The Bardo's special membership program offering respite and support for those facing grief and loss. Three days a week, The Bardo's extensive resources and amenities are fully dedicated to those seeking relief and healing. On Sundays, Mondays and Thursday evenings, Cocoon members receive open access to our dedicated staff and focused programming including:

- 1:1 pastoral care counsel
- yin yoga
- qi gong
- grief tea ceremonies
- healing plant walks
- guided sheep walks
- grief and loss mandala making
- grief sauna sessions
- and more

You decide the kind of support you need and the tools that resonate with you most. You choose how often you want to visit. One monthly price includes it all. Individual, 1+1 and Family memberships are available. Please inquire about the schedule and pricing.



We warmly welcome you.

The Bardo is a place for exploring and reimagining death and life while being held and supported by the natural world. It is a shared dream and a sacred container.

We gratefully acknowledge the Dakota Peoples on whose ancestral lands we gather, as well as the diverse and vibrant multicultural communities who make this their home today.

With humility and a genuine intention to be of service, we lead with our hearts and strive to honor and value wisdom ways outside of our own. We are forever listening and learning-as we serve as stewards of this land and the many beings who inhabit it.

We invite all who are called to join us.



the



BARDO

P 612 493 8098

thebardo.com

6565 Babcock Trail, Inver Grove Heights, MN 55077



Planning Commission Report

MEETING DATE:	November 6, 2024
CASE NO:	24-38ZA
APPLICANT:	The Bardo / Christin Ament
PROPERTY OWNER:	N/A
REQUEST:	Zoning Code Amendment
LOCATION:	N/A
COMPREHENSIVE PLAN:	N/A
ZONING:	N/A
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

- Zoning Code Amendment to Section 10-2-2 to add the definition of a *Palliative Care Home* - Residential, 10-6-1 adding *Palliative Care Home* to the Residential Land Use Table and to Section 10-14-2 adding *Palliative Care Home* to the list of Interim Uses.

BACKGROUND

The applicant is looking to convert a single-family residential home into an end-of-life care facility. *Palliative Care Home*, also referred to as a Community Home by the applicant, would be a facility that resembles a single-family home modified to address ADA accessibility and care needs. It would be located in a residential area that directly provides 24/hour residential and supportive services in a home-like setting for dying people as an integral part of the continuum of home care provided by an outside hospice agency.

The proposed use would also offer Support and Accessory Services. These services will include bereavement counseling provided after the patient's death and spiritual/other counseling services for the individual and the family.

Currently, the proposed type of use is not allowed by the city code. The use does not meet the definition of a Group Home, as a group home is a state licensed facility, and the proposed use is not licensed by the state.

According to the applicant's narrative, they are seeking approval to allow for the establishment of a community home for dying people. Care will be provided by volunteer services, staff and outside hospice agencies. Volunteer services mean services by volunteers that provide a personal presence that augments a variety of professional and non-professional services available to the dying person and the dying person's family. Medication would be provided by outside hospice agencies.

Staff have discussed options related to amending the Zoning Code to allow such use as a Permitted or Conditional Use in residential districts. Allowing the request as a Permitted Use in a residential district would be difficult to administer and could open the door for some to take advantage of the code. As a Permitted Use, it provides challenges such as not being able to review a site for off-street parking and the number of patients that can utilize the residential building at one time. Additionally, allowing the use as a permitted use would not allow staff to discuss possible secondary uses on the site, such as education and therapy classes, memorials, etc.

As a Conditional Use, it also provides some of the same challenges, yet the City would be able to review each property individually. A downfall of permitting or conditionally permitting a new use would be that an approved Conditional Use Permit (CUP) would stay with the property, even if the property changes ownership. Thus, a CUP is perpetual regardless of any future zoning.

As this is a newer use concept, notably that it is different from more common state-licensed hospice facilities, staff have considered whether an Interim Use Permit (IUP) is the best path. Interim Uses are typically uses that are not appropriate based upon strict application of Zoning Code restrictions, and where existing development and proposed future land-use plans show a change in future use of the property; however, those uses may have merit for some intermediary period of time. With an Interim Use Permit (IUP), the City can establish an expiration date of the use, such as for a certain period of time or if the owner sells the property. That is in addition to establishing and enforcing conditions typical of CUP's. Thus, during the IUP process, the City can review and condition the number of bedrooms, off-street parking, and other impacts on the neighborhood. As an IUP, the City can also further evaluate whether the use may become permanent and amend future zoning to establish the use to a permitted or conditional use in the future.

The request before the Planning Commission is to amend the zoning code for E-1, Estate (2.5 Acres). If approved, regardless of P, CUP or IUP, such a use would be allowed on all properties zoned E-1 and provided those uses satisfy any minimum performance standards or use conditions. Although such changes to zoning are not site specific, the subject property where this use is initially proposed to occur, for example, is currently guided as Low Density Residential, per the 2040 Comprehensive Plan. That means the City envisions this property and those surrounding it are envisioned as future urban residential development-style development patterns and uses. Again, consideration of the zoning amendment cannot be based on that single property. If the Planning Commission is interested in moving forward with this use as either a CUP or IUP, staff does recommend the Commission provide feedback on minimum performance standards so that such uses have established conditions as to the use to allow review and enforcement as such needs arise.

EVALUATION OF REQUEST

PROPOSED ORDINANCE LANGUAGE

SECTION 10-2-2: DEFINITIONS

Palliative Care Home - Residential:

A facility that resembles a single-family residence located in an E-1, Estate Residential Zoning District that provides residential and supportive care focusing on the comfort, care, and quality of life of individuals with a serious illness who is approaching the end of life and that houses no more than three patients at one time.

SECTION 10-14-2: INTERIM USES ENUMERATED

K. Within E-1, Estate Residential Zoning Districts, a Palliative Care Home is allowed subject to the following performance standards:

- a. up to three (3) people dying can reside in a single-family home at one time.

- b. the final disposition of a body shall not occur on the property.
- c. support and accessory services, including but not limited to bereavement consultation, patient therapy and education classes, shall be limited to patients living in the home and their immediate families.
- d. no funeral services shall occur on the property.
- e. all parking shall be located off public or private streets and on the property of the Palliative Care Home.
- f. The interim use shall expire when the owner of the dwelling no longer owns the property or within five (5) years, whichever occurs first.

These code additions would limit the potential for other similar uses as the language narrowly defines the use to a fairly specific application.

Based on current Interim Use language, if the applicant needs changes, they would be able to request a one-time amendment to the IUP or amend the zoning code to allow the use as a Permitted or Conditional Use.

If an ordinance amendment is adopted, the applicant would be required to submit a separate IUP application, which would require a separate public hearing to allow the Interim Use at a specific property. At that point, the surrounding properties would be notified of the request and conditions could be added to the permit.

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

Use	Zoning District								
	A	E-1	E-2	R-1A	R-1B	R-1C	R-2	R-3A	R-3B
Palliative Care Home		P, C. or IUP							

ALTERNATIVES

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

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

- Approval of a Zoning Code Amendment to Section 10-2-2 to add the definition of *Palliative Care Home - Residential* and Section 10-6-1 to amend the residential land use table to allow *Palliative Care Home* as a Permitted, Conditional or Interim Use in the E-1, Estate Residential District.

If the Planning Commission determines that the proposed use should be allowed by an Interim Use, then the following recommendation should be considered:

- Approval of a Zoning Code Amendment to Section 10-14 to allow a *Palliative Care Home* within an existing residential home located in the E-1, Estate Residential zoning district as and Interim Use subject to the following language:

Within E-1, Estate Residential zoning district, a *Palliative Care Home* is allowed subject to the following performance standards:

- a. up to three (3) people dying can reside in a single-family home at one time
- b. the final disposition of a body shall not occur on the property
- c. support and accessory services, including but not limited to bereavement consultation, patient therapy and education classes, shall be limited to patients living in the home and their immediate families.
- d. no funeral services shall occur on the property
- e. all parking shall be located off public or private streets and on the property of the *Palliative Care Home*.
- f. the interim use shall expire when the owner of the dwelling no longer owns the property or within five (5) years, whichever occurs first.

B. Denial. If the Planning Commission does not find it necessary to amend the definition or land use table or does not support the interim use permit application, the Commission could recommend denial of the proposed requests. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

The request before the Planning Commission is to Amend the Zoning Code to allow for a new type of use within the E-1, Estate Residential District. If approved, such a use would be allowed on all properties zoned E-1.

The Commission should make a recommendation to the City Council on whether the use should be allowed in an E-1 district, and if so, should the use be Permitted, Conditional or by Interim Use.

Based on the information in the preceding report, staff is recommending approval of the proposed Zoning Code Amendment to add the use of *Palliative Care Home* to the definition and land use table sections of the City Code. As noted above, the proposed use is a newer concept, notably in that it is different from more common state-licensed hospice facilities. Because of this, staff is recommending the proposed use be allowed by an Interim Use with the performance standards listed in Alternative A. As an IUP, the City can also further evaluate whether the use may become permanent and amend future zoning to establish the use to a permitted or conditional use at a later date.

ATTACHMENTS

1. Applicant Narrative

Subject: Conditional Use Permit to include a Community Home for Dying People and accessory use (2) to accompany patients and families in the dying process.

Purpose:

The purpose of this amendment is to modify the current zoning regulations to allow for the establishment of a community home for dying people under a Conditional Use Permit (CUP)/Zoning Amendment.

Proposed Amendment:

The following uses shall be added to the list of permitted conditional uses within Inver Grove Heights:

1. Community Home for Dying People:

Allowing the current residential home to utilize 2-3 bedrooms for end-of-life care. This will be designed to offer a peaceful setting to the dying process. Community Home is a facility that resembles a single-family home modified to address ADA accessibility and care needs, located in a residential area that directly provides 24/hour residential and supportive services in a home-like setting for dying people as an integral part of the continuum of home care provided by an outside hospice agency.

- Our process would allow for no more than 3 dying people to stay at 6565 Babcock with a goal Length of Stay (LOS) to be <3 weeks. Dying people means individuals who are 1) enrolled in hospice care, 2) have been diagnosed as terminally ill.
- Community home director will screen each dying person to allow for the most acutely ill patient to benefit from the comfort of the home. LOS will be acute. While we will not be able to limit the length of stay as this is unethical, the standard time in residential hospice home is typically 3 days. Our target LOS will be <3 weeks. If dying persons' stay extends beyond 3 weeks, community home director will reassess.
- Care will be provided by volunteer services, staff AND outside hospice agencies.
- Volunteer services means services by volunteers that provide a personal presence that augments a variety of professional and non-professional services available to the dying persons and the dying persons family.
- We will not provide medications in home Medications would be provided by outside hospice agencies.
- Community home for the dying would provide 24 hour residential and supportive services to dying patients that have an outside hospice agency involved in their care.
- Currently our parking lot and garage can accommodate 16 vehicles, we will limit cars to 15 at a time to allow for one emergency vehicle if needed. One slot in the main driveway will be reserved for emergency vehicle.
- Wheelchair/walker/limited mobility accessible ramp installed in garage.
- Grab bars installed in 3 bathrooms that will be used by patients and guests.
- Visiting hours will be from 9am-8pm, with visitation outside these hours to be pre-arranged and approved by community home director.

- Community home will not provide meals for dying persons and families.

2. Support Services/ Accessory Services:

These services will include bereavement counseling provided after the patient's death and spiritual/other counseling services for the individual and the family while involved at The Bardo Community Home. Bereavement services can be offered for up to one year following the death of a patient, as it is reflected in the Minnesota Statutes for Hospice Care.

- Accessory services will be provided by an interdisciplinary team under the direction of the community home director to the dying people and their families to meet the physical, emotional, social, spiritual, and special needs experienced during the final stages of illness, dying, and bereavement.
- Interdisciplinary team qualifies as: individuals with expertise in meeting the needs of dying patients and their families.
- Community Home Director: Licensed Medical Provider who is experienced in palliative medicine and assumes responsibility of the Community Home, interdisciplinary staff and supportive/accessory services provided.
- Support/Accessory Services will be limited to the space of 6565 Babcock Trail.
- Support/Accessory Services will be geared towards patients and families before/during/after time of death.

Justification and Need:

This amendment aligns with the community's evolving needs, particularly in terms of addressing the increasing demand for end-of-life care, mental health support, nature-based therapies and wellness practices. Such a space is crucial to meeting the growing need for personalized, community-based care that honors both the dying person(s) and their family. By fostering a supportive atmosphere, this community home would enhance the QOL for residents at the end-of-life. The addition of this use under a CUP ensures that the proposed activities are evaluated on a case-by-case basis, taking into consideration their impact on the neighborhood, infrastructure, and community resources.

1. Community Benefit:

- In IGH 2040 city plan, there are several mentions about both being forward thinking and reflecting the heritage of the community. Our intent to reimagine grief and dying in a forward-thinking fashion while applying traditions from a culturally diverse population, which allows us to manage both of these objectives.
- Establish Inver Grove Heights as a place for compassionate care for seniors and dying patients.
- Create important connections with the VA, University of MN, and surrounding healthcare agencies and facilities to promote Inver Grove Heights as a Yellow Ribbon City.
- A community home for dying people offers a compassionate alternative to institutionalized end-of-life care, promoting human dignity and community support.

2. Environmental Considerations:

- All proposed uses will operate in harmony with the natural environment, incorporating eco-conscious practices and minimal-impact development principles.
- In the IGH 2040 city plan, respecting and protecting Inver Grove's natural environment was a big piece in the mission statement. While many end-of-life and social services require removing natural landscaping and environments, The Bardo Community Home seeks to restore and showcase the natural landscape of Minnesota's metropolitan landscape.

3. Economic Impact:

- The proposed activities will generate new opportunities for local businesses, especially those involved in geriatrics, bereavement, end-of-life care, and hospitality services.

Conclusion:

This text zone amendment offers a thoughtful approach to balancing the community's growing needs for end-of-life care, with a commitment to responsible development. By allowing these uses through a zone amendment, the local government can ensure that each project is in the best interest of the community.

4. PUBLIC HEARING

A. Zoning Code Amendment to Create the Use Palliative Care Home in the E-1, Estate District. (The Bardo - Case No. 24-38ZA)

Reading of Public Notice

Vice-Chair Clancy read the Public Hearing Notice.

Presentation of Request

Associate Planner Botten presented a summary of the staff report.

The applicant wishes to convert a single-family home to an end-of-life care facility that would provide 24-hour residential and supportive services for dying people.

If the code amendment is approved, Palliative Care Home use would be added to the City Code and allowed in all E-1, Estate District zoned properties.

The second decision for the Commission involves the type of use: permitted, conditional, or interim.

- Permitted use may be difficult to administer. ○ Staff would not be able to review the site for parking, access, or number of patients allowed.
- Conditional use would allow for the addition of conditions. ○ Would stay with the property even if the owner changed.
- Interim use is for temporary uses or newer uses that do not fit into the Zoning Code. ○ Allows for a timeline for re-evaluation and the setting of performance standards and conditions.

Staff have drafted suggested Performance Standards, which can be edited if the use is approved:

- Up to 3 dying people residing in the property at one time
- No remains stored on the property
- No support/accessory services for people other than the patients residing in the home and their families
- No funeral services on the property
- Parking will be provided on the property (not on public/private streets)
- Interim use would expire in 5 years, or when the ownership of the property changes

Staff believe that the Department of Health may require a license for this type of use. However, staff recommend continuing with the public hearing. (If a license is required, there may be some impact on Building and Fire Code requirements and/or performance standards.)

Planning Commission Discussion

Commissioner Schaefer questioned how neighboring cities handle this type of use. Associate Planner Botten stated that Palliative Care Home is a newer use type. Cities broadly do not yet have policies for palliative care homes. Some have policies for hospice homes, but those are different as they are licensed. Schaefer inquired if there was any other difference between palliative care homes and hospice homes, besides lack of licensing. Botten stated that may

be a question for that applicant. Schaefer inquired if it would be a non-profit or for-profit business. Botten stated that either way would not affect the code amendment/use type decision.

Commissioner Schaefer inquired about requirements for operating a business in a residence. Community Development Director Ziemer clarified that there are requirements for home-occupation businesses, but that this use is different. The State of Minnesota is still determining specifics.

Commissioner Clancy inquired about a map of all the land currently zoned E-1, Estate District. Associate Planner Botten stated one isn't readily available at this meeting but could be prepared for the next meeting. Clancy questioned whether the licensing would be for the building itself or for the workers. Botten stated that it would be for the building; the State similarly requires licensing for group homes and hospice homes.

Opening of Public Hearing

Christin Ament, 6985 Babcock Trail, Applicant, stated that she has read and understood the staff report. She shared that she is a nurse practitioner who has been working in hospice/palliative care for 15 years, and the owner of a property approached her about starting a palliative care home, as opposed to a hospice home. (Hospice homes must follow Medicare determinations about what is hospice-appropriate, which did not fit with their residential rather than clinical vision for the space.) The property is also close to nature, which allows for nature-based practices. The model for this use type is the Omega Home Network (e.g., the Center for Conscious Living and Dying in Asheville), which allows 3 or fewer people to die in a residential home (unlicensed) with staff, volunteers, and hospice professionals. Once a patient is deemed terminal, an outside hospice agency provides medical care, and staff and volunteers provide comfort care. Each patient completes an intake form with their Advance Care Directive, Do Not Resuscitate/Do Not Intubate orders, the results of their most recent physical, and the hospice agency of their choice.

Commissioner Clancy inquired if there would be a staff member present 24/7. Ms. Ament stated that a staff member would be present during business hours. Family and/or volunteers (background-checked with references, similar to a home health aide) would be there overnight. Volunteers who have expressed interest so far include backgrounds as medical professionals or death doulas.

Commissioner Hunting inquired about how the patient referral process would work. Ms. Ament stated that most patients would likely come from hospitals. Once patients receive a terminal diagnosis and are assigned to a hospice agency, discharge coordinators connect patients to in-home care, a long-term care facility, a nursing home, or one of the few hospice facilities in the metro. However, referrals could also come from nursing homes or transitional care units. Hunting inquired if potential clients could be homeless. Ms. Ament stated that she hoped so. Hunting inquired how staff would be paid. Ms. Ament stated that the model they are interested in (Omega Home Network) is donation-based. However, that model focuses on providing people with a place to be in their final days. The goal for this care home will be to provide support services to the patient and family before death and to the family after death.

Commissioner Hunting stated that long-term care insurance would deny coverage to insured people due to the lack of a license and asked whether similar facilities in other states are licensed. Ms. Ament stated that they are not. And summarized some responses to questions from the State Department of Health: Family, hospice agencies (RNs, MDs, aides, chaplains, social workers), Bardo staff (2 medically trained, 2 trained in providing comfort), and volunteers would provide care. There would be no facility affiliation with a particular hospice agency. Volunteers would be selected based on interest, trained, and there would be monthly check-ins. There would not be an admittance contract, but each patient would fill out an extensive application. Hospice agencies would monitor each patient's medical state and care. Upon death, hospice agency staff/volunteer/Bardo staff would contact a funeral home to get the death certificate. Hunting inquired whether, if the State decides the home needs to be licensed, if the Applicant would continue in establishing this business. Ms. Ament stated that she would.

Commissioner Twedt questioned whether this home would be open to anyone. Ms. Ament stated that it would; she has been connected with different hospitals and hopes that they will consider the home for referrals. Twedt inquired about the potential length of a patient's stay. Ms. Ament stated that imposing limits on a stay would be unethical, but currently the average length of a stay in hospice is about seven days. The hope would be to not have people there longer than two weeks in order to maximize available space. However, no one would be kicked out at the two-week mark.

Commissioner Twedt questioned whether there would be relationships with particular funeral homes. Ms. Ament stated that the goal would be to have a list of resources to connect the families with, but not a pipeline to a certain funeral home.

Commissioner Twedt inquired about patient payment. Ms. Ament stated that there are eight hospice facilities in the Twin Cities. Our Lady of Peace is the only one that does not charge. They have 20 beds. The others charge \$550 to \$775 per day, which is usually paid out-of-pocket. The plan for this facility is to offer it free of charge, by donation. If there is a charge, the estimated overhead would be \$200 per day. The plan would be to ask those who can pay more to pay more to cover those who cannot.

Chair Weber asked the Commission to focus on land use/land designation questions.

Commissioner Schaefer inquired as to how much space in each bedroom would be required for 3 people in this type of facility. Ms. Ament stated that the majority of people in hospice are bed-bound in a twin-size hospital bed. The hope is to also provide a daybed in each bedroom to accommodate family members. Schaefer stated that she would prefer to limit the space rather than the number of people per facility. She asked for a square footage estimate. Ms. Ament stated that a 16x16-foot room would allow for a twin bed and a daybed.

Commissioner Wippermann inquired about the reason for the added parking lot accommodating 15 to 16 vehicles. Ms. Ament stated that 15-16 spaces is what the location allows for. If all rooms were full, with each patient having family members present and hospice staff coming and going, the estimate of 10 to 12 people arriving throughout the day (not all at once). The Fire Chief is consulting about emergency vehicles arriving at the scene.

Commissioner Clancy stated that he is open to approving an Interim Use Permit (IUP) with the performance standards that staff have suggested.

Chair Weber agreed.

Commissioner Schaefer asked for language on minimum square footage per dying person.

Commissioner Wippermann stated that many families would appreciate this type of facility in the community. He brought up neighborhood compatibility -- he said that he drove past the property, and it is set back from the street in a wooded area, but on a flat lot, the number of vehicles coming and going could change the character of the neighborhood.

Commissioner Twedt stated that he is in favor of the concept but would like more information about oversight.

Commissioner Hunting stated that she agreed with Commissioner Twedt. She has concerns as the City is not set up to do inspections, monitor training, or respond to complaints. She asserted that there should be a pause until the State of Minnesota makes its decision on licensing. Could see this type of facility working, but there are more details that need to be worked out.

Chair Weber asked if a condition could be added to approval say that the State would have to determine that this type of facility does not need a license. Associate Planner Botten said that this was possible.

Commissioner Clancy asked whether there was a timeline for that decision from the State.

Chair Weber stated that there is not.

Associate Planner Botten stated that approval could be postponed until an answer from the State is resolved.

Chair Weber stated that by approving this use as an Interim Use Permit would increase the pressure on the State to answer the licensing question.

Commissioner Clancy suggested lowering the Interim Use Permit timeline to one or two years.

Chair Weber stated that going through the Interim Use Permit process every year would be a burden on the City.

Associate Planner Botten clarified that the specifics about the Interim Use Permit would be handled at a later time.

Community Development Director Ziemer stated that the goal for the staff's suggested performance standards was to provide pre-determined standards; there could be additional standards considered in individual applications.

Commissioner Hunting asked whether Interim Use Permit's stay with a property. Botten stated that Conditional Use Permits stay with a property; IUPs are a temporary use on a property.

Veronica Barnes, 3596 72nd Street East, stated that she had good experiences with The Bardo. She discussed personal and professional experiences with death that have led her to support the type of space where people can die with ease and reverence. She expressed support for this business in Inver Grove Heights as an example for the country.

Chair Weber closed the Public Hearing.

Planning Commission Discussion

Commissioner Hunting requested to add language about the licensing and felt five years was too long for an IUP of this type, one or two years sounded about right.

Chair Weber inquired with Associate Planner Botten to provide an overview of the IUP process. Botten stated that the Applicant would have to make a site-specific Interim Use Permit application. The interval can be decided at the time of the IUP application. There is also the option to put the interval at change of ownership. There could be a one-time extension, and they could then ask for permanent use.

Commissioner Twedt stated that limiting the permit to a year or two could negatively impact the business's ability to retain staff.

Chair Weber suggested leaving out the time interval.

Associate Planner Botten stated that there would be set performance standards to ensure that people in E-1 zoning would know the minimum requirements, but there could be additional site-specific conditions. She recommended including the standards, but said Performance Standard f. could be removed.

Commissioner Hunting stated that she was in favor of removing Performance Standard f. She asked for wording about needing to follow state licensing guidelines be added.

Planning Commission Recommendation

Motion by Weber, Second by Twedt, to Approve a Zoning Code Amendment in the E-1, Estate zoning district for *Palliative Care Home* with the conditions a, b, c, d, e, and replacing f with "the property must follow State of Minnesota guidelines on whether it needs to be a licensed facility or unlicensed facility".

Ayes: 8

Nays: 0

Motion Carried.

The item is tentatively scheduled to go before the City Council on November 25, 2024.



Request for Council Action

SUBJECT: **Purchase of Heritage Village Park Phase 5 Inclusive Playground, Splash Pad, Shade Structures, and Site Amenities for City Project No. 2210**

MEETING DATE: January 27, 2025

ITEM TYPE: Regular Business

CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Council is asked to authorize the purchase of the Heritage Village Park Phase 5 inclusive playground, splash pad, shade structures, and site amenities for City Project No. 2210 in the amount of \$1,843,629.24 through Flagship Recreation.

BACKGROUND

Phase 5 of Heritage Village Park (HVP) aims to bring the park to near completion with the construction of an inclusive playground, splash pad, and expanded parking lot. During the 2023 legislative session, the City was awarded \$2 million in state bond funds for this phase. Combined with approximately \$650,600 from the City's Park Acquisition and Development Fund, the total funding of \$2,650,570 covers the estimated cost for Phase 5. After a lengthy approval process to secure the state bond funds following the legislative award, the City has now officially obtained the necessary approval and can proceed with the project.

On August 28, 2023, the Council approved a contract with WSB for the final design, preparation of plans, specifications, bid documents, and construction administration for this phase. WSB also developed the 30% design plan for Phase 5, which includes the inclusive playground designed in partnership with Flagship Recreation and Landscape Structures.

As a result of the work with WSB and Flagship, the inclusive playground and splash pad design were reviewed by the Parks and Recreation Advisory Commission (PRAC) on February 14, 2024, and unanimously approved (9–0). The playground is approximately 16,500 square feet, while the splash pad spans 7,200 square feet. These designs also include shade structures and site furnishings, enhancing the overall functionality and user experience of these spaces. (Attached is the full design and quote that includes playground, splash pad, shade fixtures, and site furnishings)

The inclusive playground design is inspired by the history and heritage of Inver Grove Heights. Developed in 2020 with input from a Playground Sub-Committee, including PRAC members, it features custom equipment reflecting local landmarks such as the Swing Bridge, the Mississippi River, and railroad-themed elements. The design also includes a village of structures reminiscent of the original Schoolhouse and Town Hall.

Playground Highlights:

- Full poured-in-place rubber surfacing for accessibility.
- A variety of activities and sensory elements for a range of abilities and motor skills, including enclosed spaces for sensory conditions, musical components, and tactile features.
- Equipment for inclusive play, such as a wheelchair-accessible merry-go-round and a double zip line.

The splash pad focuses on accessibility and is designed to reflect the natural environment, particularly the Mississippi River. The PRAC recommended system is a Conventional Domestic – Single Pass System with the following features: UL Control Panel, Water Distribution Manifold, Drain-to-Waste Outlets, and Activation Bollard. To conserve water, an above-ground holding tank (10,000–15,000 gallons) is included as an add/alternate bid item, allowing reuse of splash pad water for irrigation. If cost-prohibitive, excess water will flow into a nearby storm drain.

Next Step

Staff will bring final design plans, specifications, and authorization to bid for the remainder of Phase 5 to Council in the coming months. This includes:

- Earthwork and excavation for the playground and splash pad.
- Installation of ornamental fencing, irrigation for the main lawn, and expanded parking.
- Completion of the primary eastern park development.

The project is expected to be advertised for bids in February 2025, with bids opened in March. Council will then review and approve the contract and project budget.

Timeline

To ensure playground and splash pad installation during the 2025 calendar year, the playground order must be placed by the end of January. As a custom design, production lead time is 7–10 months, placing potential completion between August and October 2025. Staff anticipates having the playground at a minimum functional level for residents by late summer 2025. The splash pad may also be operational by this time, depending on construction progress. A grand opening could be held in late summer 2025 or spring 2026, depending on project completion.

FISCAL IMPACT

The inclusive playground is a custom feature designed through Flagship Recreation and Landscape Structures. This vendor is part of the State's Cooperative Purchasing Venture (CPV) program, authorized by state statute, which allows municipalities to work directly with pre-approved vendors whose services and equipment have already been competitively bid. As a result, we were able to collaborate directly with Flagship Recreation for the purchase of the splash pad, shade structures, and site furnishings, all of which fall under the State CPV contract.

Regarding the project budget, the City was awarded \$2 million in state bond funds for this phase. Combined with approximately \$650,600 from the City's Park Acquisition and Development Fund, the total funding of \$2,650,570 covers the estimated Phase 5 costs.

At this time, staff is seeking authorization to purchase the playground and splash pad equipment, shade structures, and site furnishings in the amount of \$1,843,629.24 through Flagship Recreation. The cost breakdown for these components is as follows:

Items	Cost
Inclusive Playground	\$1,073,390.55
Inclusive Splash Pad	\$630,278.99
Shade Structure & Stie Amenities	\$139,959.70
TOTAL	\$1,843,629.24

This expenditure would leave approximately \$806,940 of the estimated project budget available for remaining items to be bid in February or March. These items include:

- Earthwork and excavation for the playground and splash pad.
- Installation of ornamental fencing and irrigation for the main lawn.
- Expanded parking and completion of the primary eastern park development.

RECOMMENDATION

Staff recommends that the Council authorize proceeding with the purchase of HVP's Phase 5's inclusive playground, splash pad, shade structures, and site amenities for City Project No. 2210 in the amount of \$1,843,629.24 through Flagship Recreation including execution of a contract/purchase order with Flagship Recreation in a form as approved by the City Attorney.

ATTACHMENTS

1. _2025.01.16_Heritage Village Playground
2. _2025.01.16 IGH Heritage Village Site Furnishings
3. _2025.01.16 IGH Heritage Village Splash Domestic



Heritage Village Park

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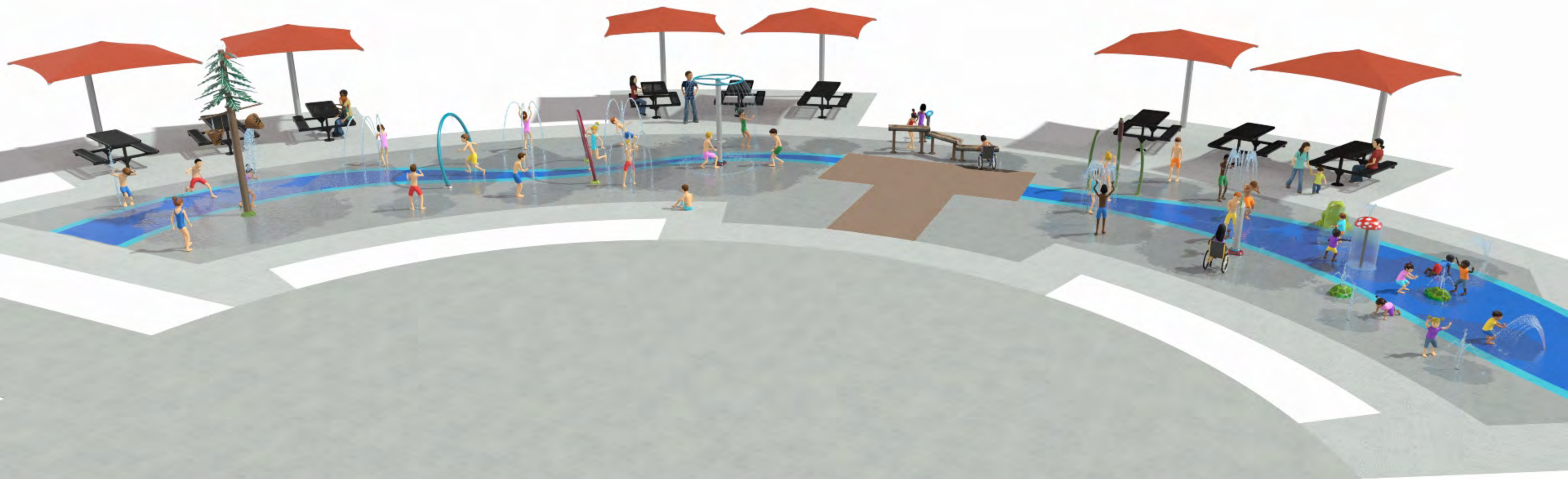


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ART APPROVAL



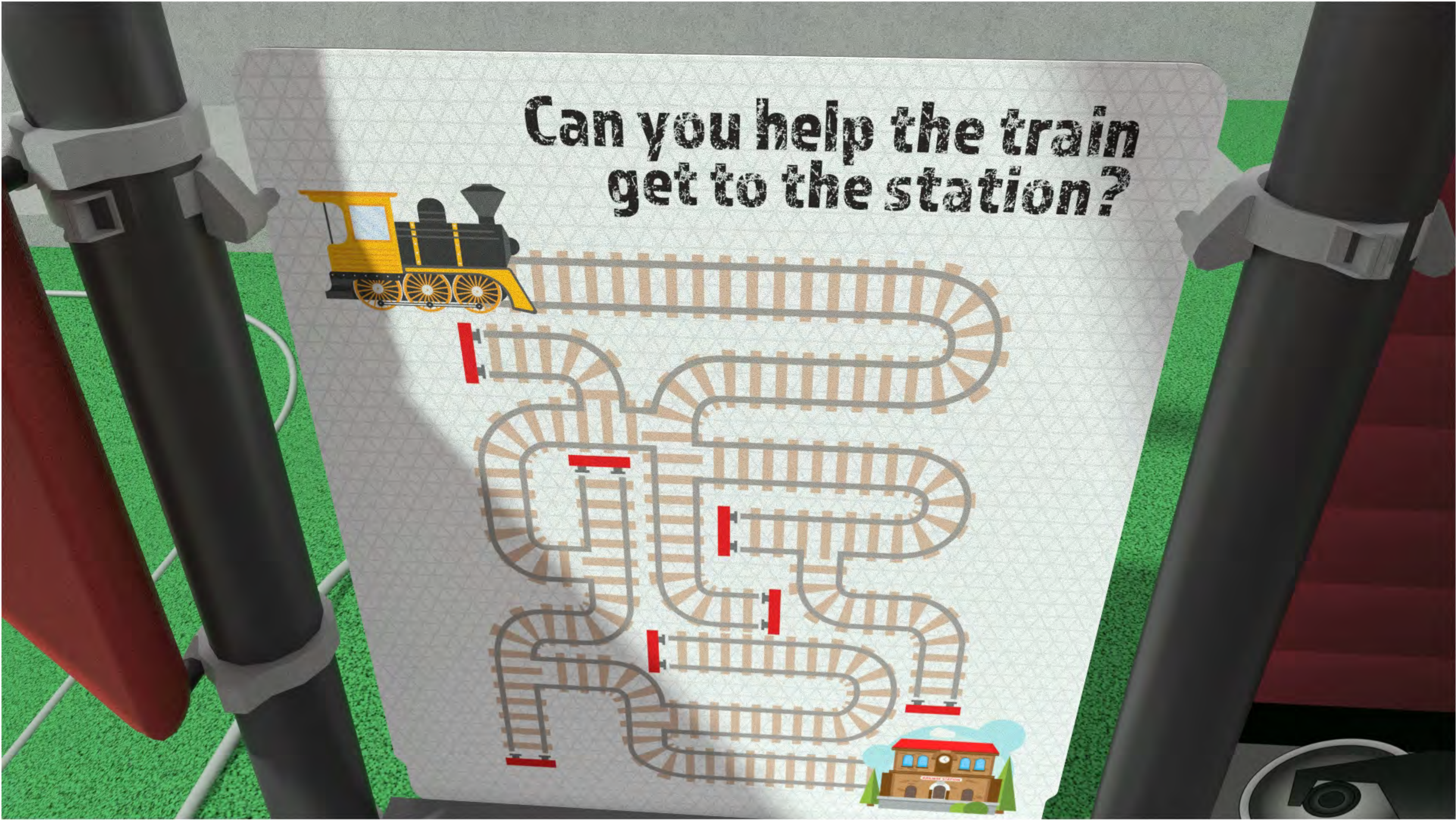
PLEASE REVIEW
AND APPROVE
THE FOLLOWING:

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This approval confirms all major design work has been completed and accurately reflects the direction specified. This rendering remains a conceptual approximation as custom products are subject to final engineering including, but not limited to, hardware placement and minor changes related to standards and manufacturing capabilities. Each change following this approval will require a change order and impact the delivery date.

SIGNATURE

DATE



Heritage Village Park

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ART APPROVAL



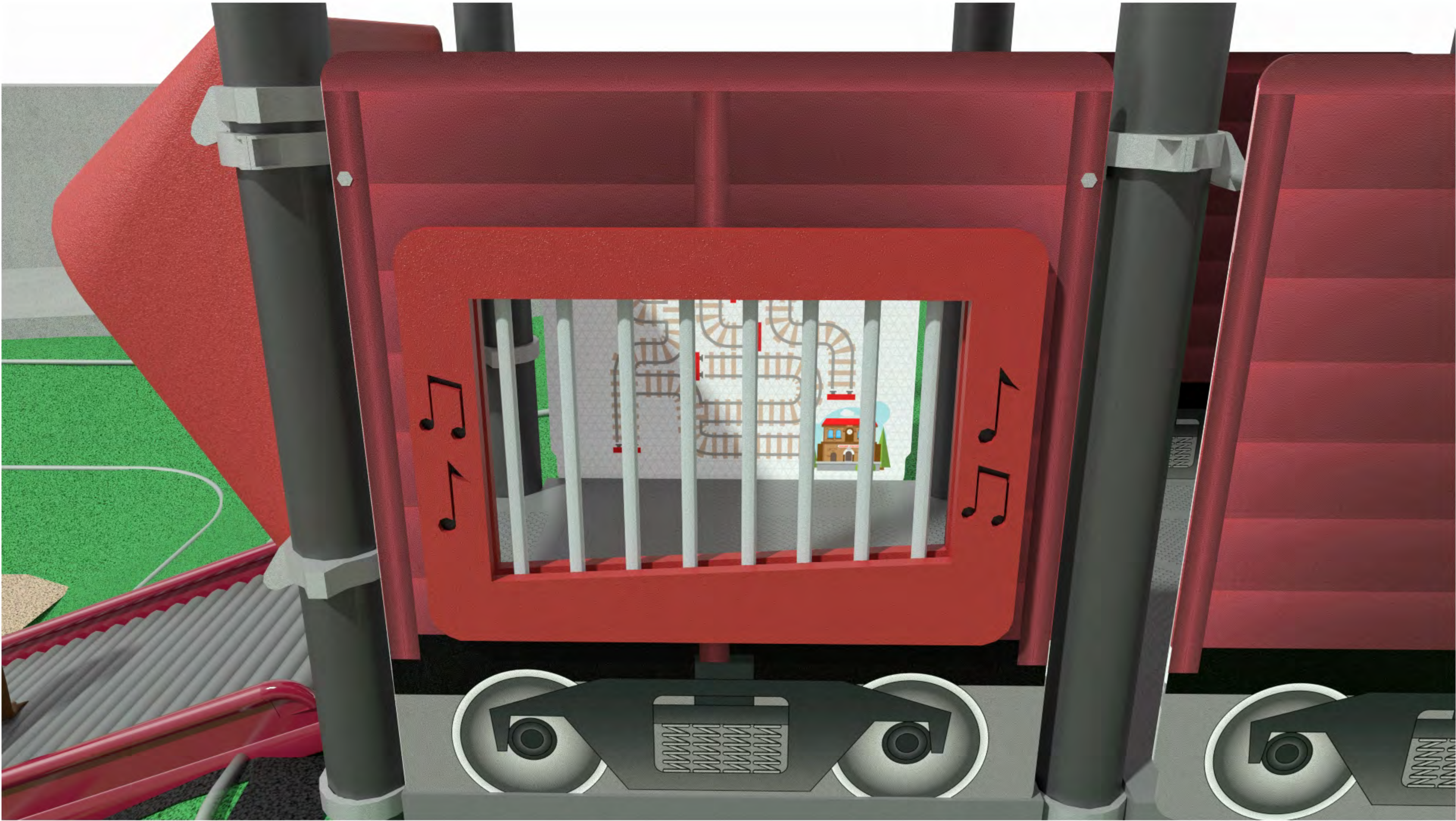
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SIGNATURE

DATE



Heritage Village Park

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AND APPROVE
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SIGNATURE

DATE



Heritage Village Park

1133259-05-03-12 • 12.04.2024



ART APPROVAL



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AND APPROVE
THE FOLLOWING:

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SIGNATURE

DATE

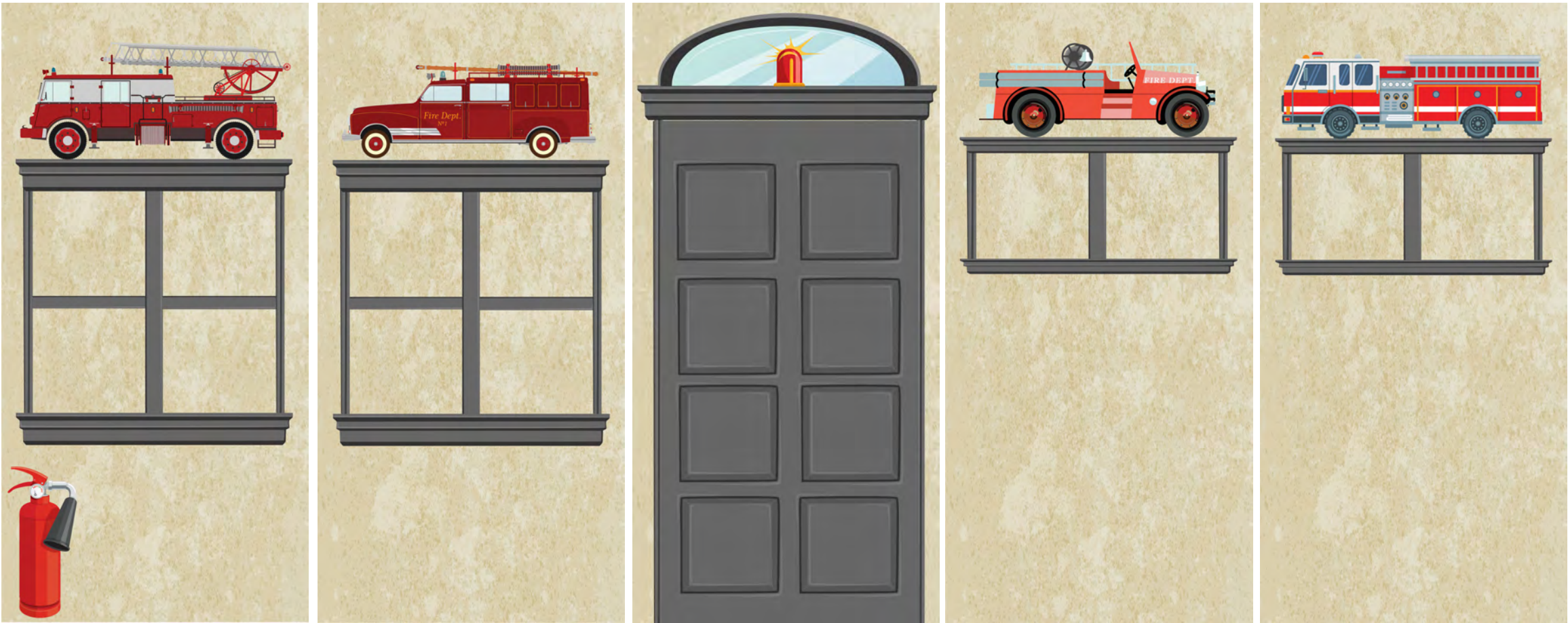


Heritage Village Park

1133259-05-03-13 • 12.04.2024



FIRE STATION
FRONT (OUTSIDE)



BACK (INSIDE)



ART APPROVAL

PLEASE REVIEW AND APPROVE THE FOLLOWING:

- ☐ COLOR
- ☐ VERBIAGE
- ☐ LAYOUT/SIZE
- ☐ OVERALL GRAPHIC

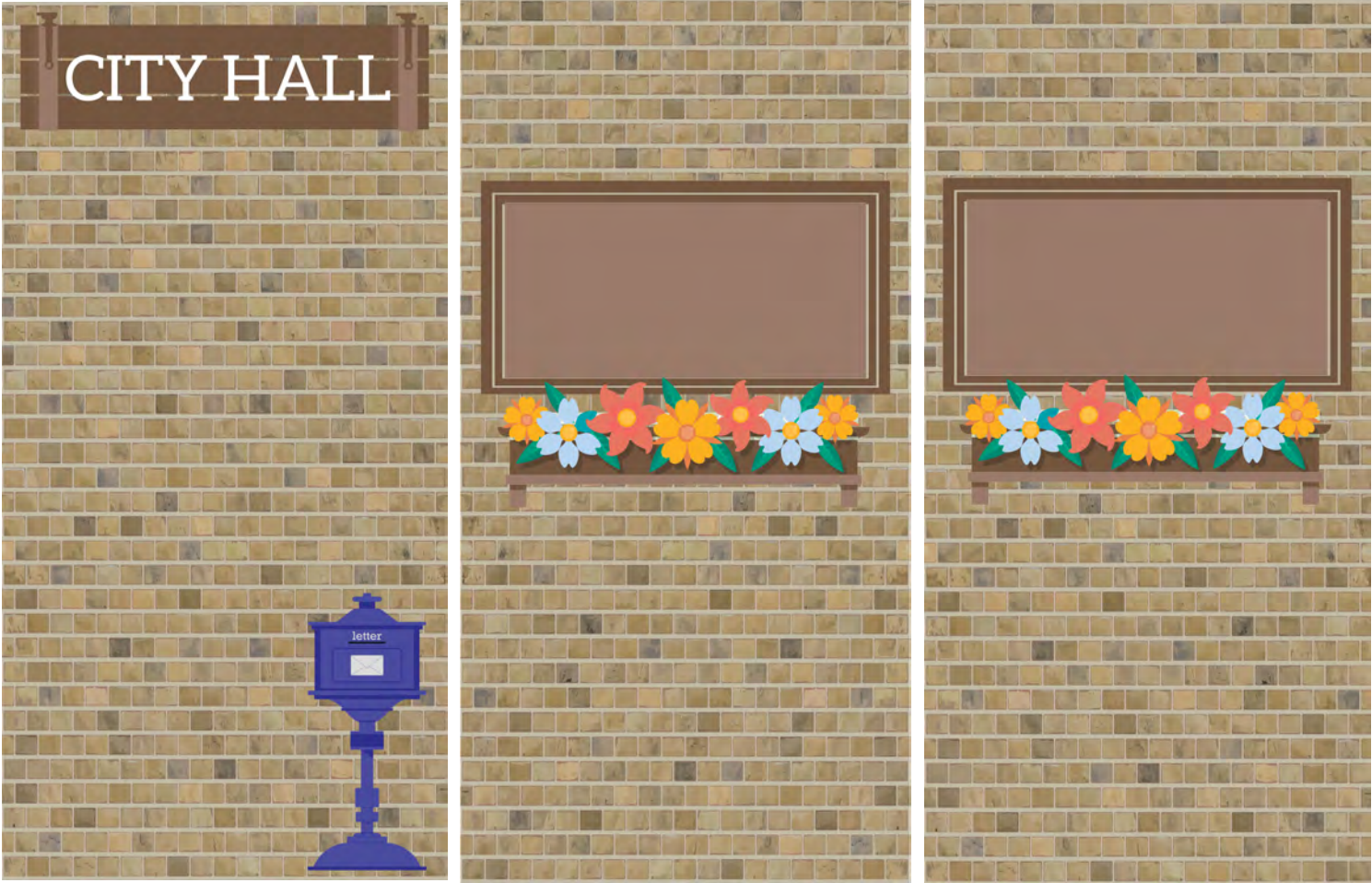
THIS APPROVAL CONFIRMS THAT ALL MAJOR DESIGN WORK HAS BEEN COMPLETED AND ACCURATELY REFLECTS THE DIRECTION SPECIFIED BY THE CLIENT. THIS RENDERING REMAINS A CONCEPTUAL APPROXIMATION AS CUSTOM PRODUCTS ARE SUBJECT TO FINAL ENGINEERING INCLUDING HARDWARE PLACEMENT AND MINOR CHANGES RELATED TO STANDARDS AND MANUFACTURING CAPABILITIES. ANY CHANGES FOLLOWING THIS APPROVAL WILL IMPACT DELIVERY DATE AND WILL BE SUBJECT TO CHANGE ORDER.

SIGNATURE

DATE

300_1133259-05-03
Heritage Village Park
CUSTOM PANEL SIZE
SIZE: 35.625" x 72"

CITY HALL
FRONT (OUTSIDE)



BACK (INSIDE)



ART APPROVAL

PLEASE REVIEW AND APPROVE THE FOLLOWING:

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SIGNATURE

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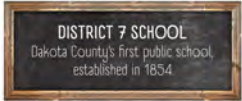
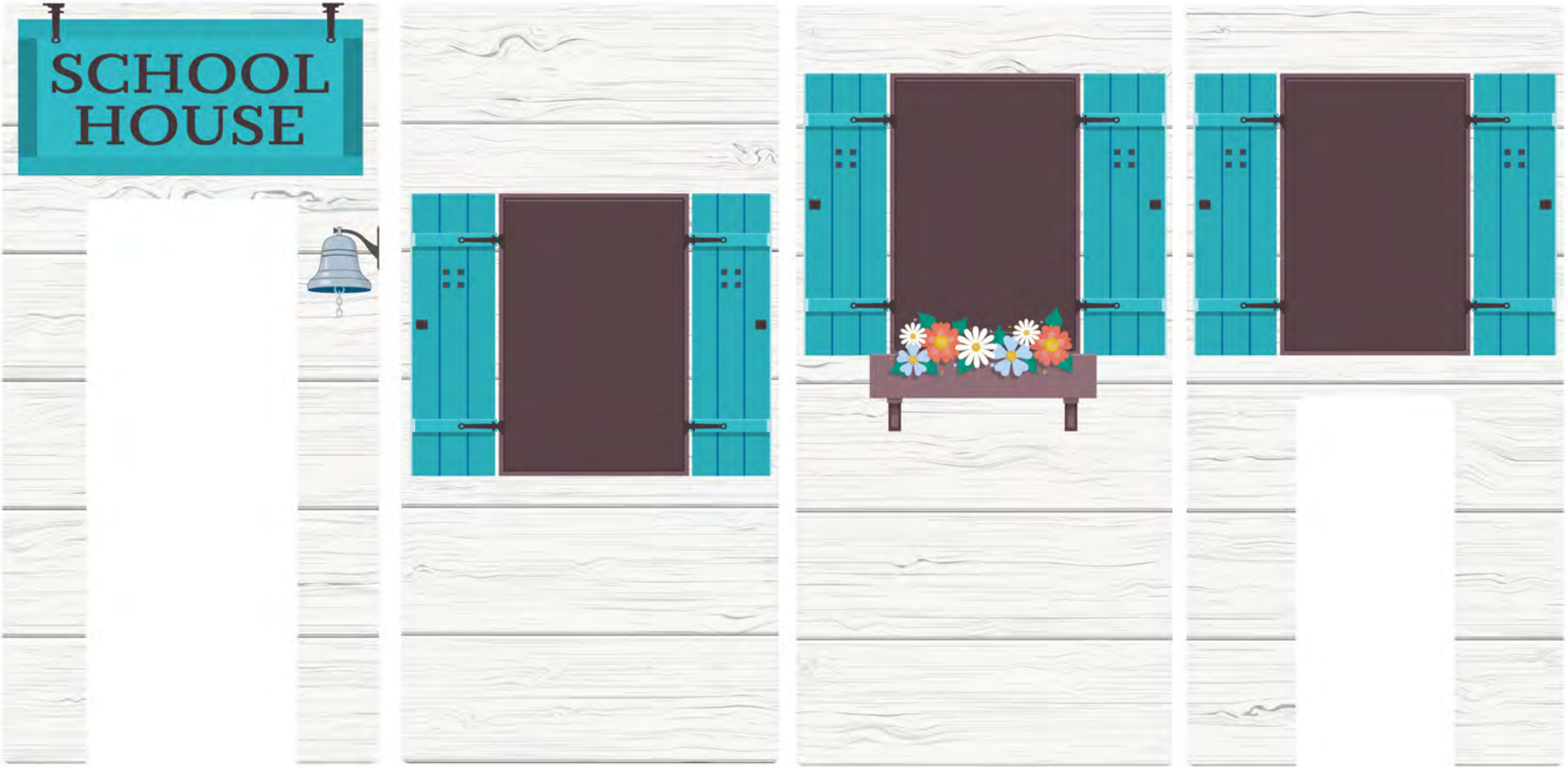
300_1133259-05-03

Heritage Village Park

CUSTOM PANEL SIZE

SIZE: 35.625" x 72"

SCHOOL HOUSE
FRONT (OUTSIDE)



ART APPROVAL

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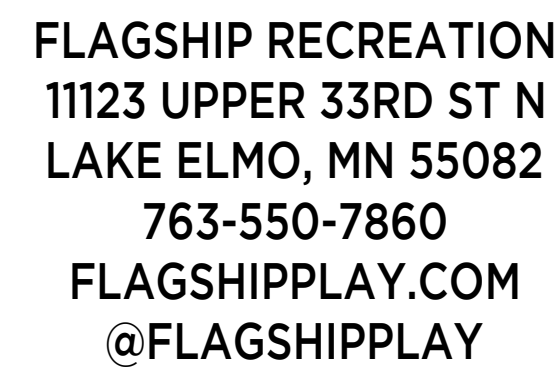
BACK (INSIDE)



-SONOTUBE REQUIRED FOR
CONCRETE FLATWORK FOR FUTURE
SINGLE POST CANTILEVER PIER
FOOTING INSTALLATION

- **SITE PREPARATION REQUIREMENTS:**
- MAXIMUM OF 1% GRADE CHANGE ACROSS CONTAINER
 - NO PRE-INSTALLED DRAIN TILE OUTSIDE OF 4 FEET OF PERIMETER
 - DRAIN TILE STUB TO BE PROVIDED IF DRAIN TILE IS REQUIRED
 - NO DRAINAGE AGGREGATE PRE-INSTALLED
 - NO FABRIC PRE-INSTALLED
 - MINIMUM CONTAINER SIZE NEEDED DENOTES THE INSIDE OF CURB DIMENSION

5-12 AREA			
TOTAL ELEVATED PLAY COMPONENTS	17		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	13	REQUIRED	9
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	10	REQUIRED	6
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7	REQUIRED	7

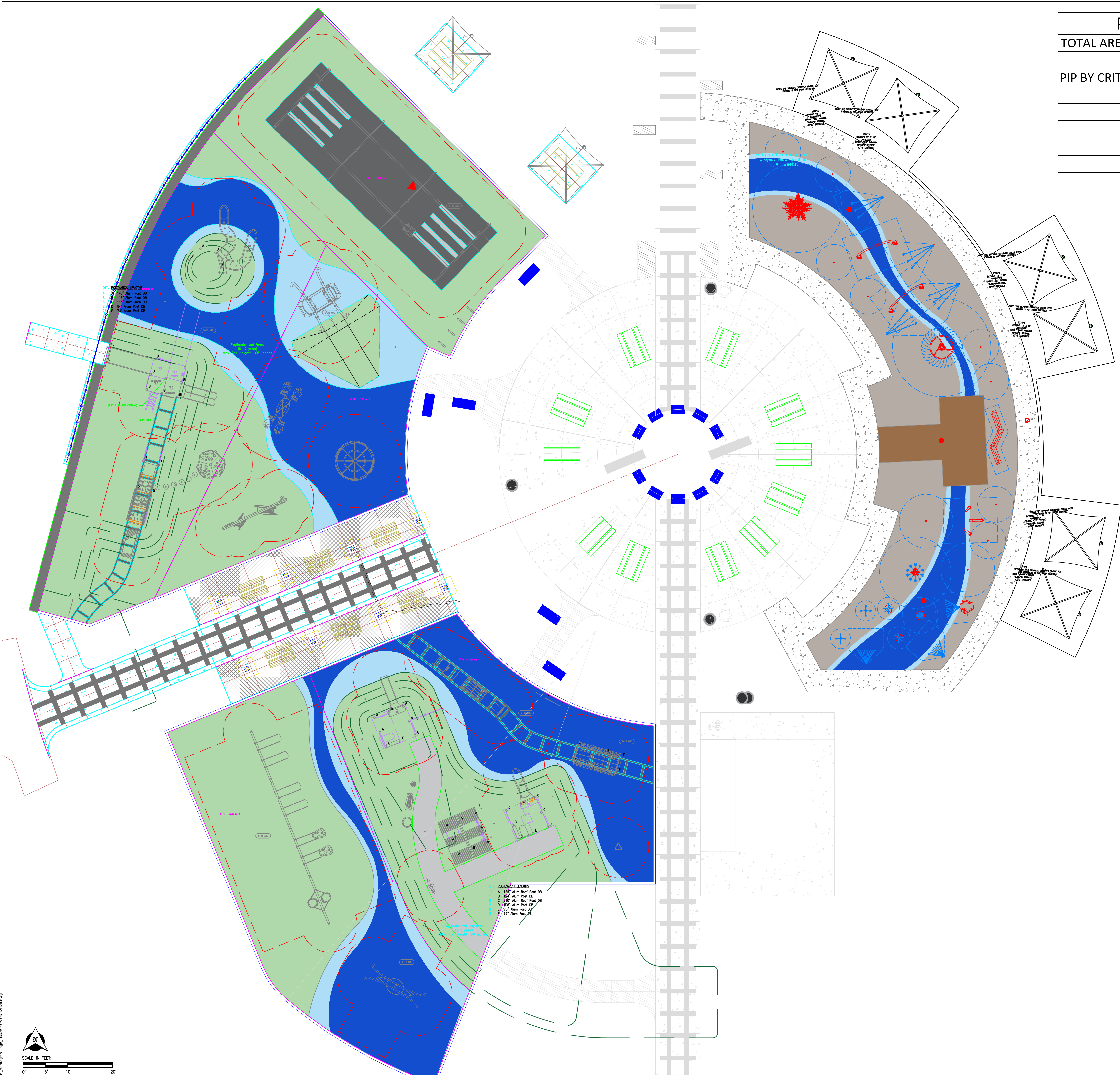
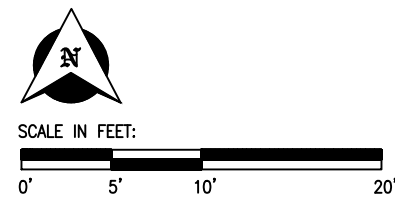


Inver Grove Heights, MN

DESIGNED BY:
LSI/AO
12/12/24

SHEET

LS101



POURED-IN-PLACE DETAILS		
TOTAL AREA		14800 SF
PIP BY CRITICAL FALL HEIGHTS		SQ FT
		4' CFH PIP
		5345
		6' CFH PIP
		3368
		8' CFH PIP
		3552
		9' CFH PIP
		2535
		TOTAL PIP
		14800

Flagship Play
(5-12 years)



FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM
@FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGE RANGES AS NOTED
ON PLAN.

HERITAGE VILLAGE
PLAYGROUND
SUBGRADE PREPARATION
& SAFETY SURFACING
121124

Inver Grove Heights, MN

SALES REPRESENTATIVE:
EMILY MALONEY

DESIGNED BY:
AO
12/12/24

3/32" = 1'-0"

SHEET

LG101

State Contract #218091



PROJECT INFORMATION

Project name	<u>Heritage Village Playground</u>
Address	<u>4321 65th St E</u>
City, State ZIP	<u>Inver Grove Heights, MN 55076</u>
Contract Year	<u>2025</u>

EQUIPMENT INFORMATION & PRICING

<u>Qty</u>	<u>Item No.</u>	<u>Description</u>	<u>Price</u>	<u>Ext Price</u>
1	111228A	Square Tenderdeck	\$1,403	\$1,403.00
3	111229A	Square Deck Extension	\$1,336	\$4,008.00
2	111275A	Handloop Assembly	\$326	\$652.00
2	111345A	Bridge/Ramp Transition Bracket	\$403	\$806.00
2	111397H	69"Post DB	\$347	\$694.00
6	111403H	126"Alum Post For Roof DB	\$490	\$2,940.00
6	111403H	126"Alum Post For Roof DB	\$490	\$2,940.00
6	111403J	110"Alum Post For Roof DB	\$423	\$2,538.00
4	111404A	148"Alum Post DB	\$541	\$2,164.00
1	111404D	124"Alum Post DB	\$485	\$485.00
8	111404E	116"Alum Post DB	\$423	\$3,384.00
1	111404F	108"Alum Post DB	\$403	\$403.00
1	111404F	108"Alum Post DB	\$403	\$403.00
2	111404I	84"Alum Post DB	\$367	\$734.00
2	111404J	76"Alum Post DB	\$352	\$704.00
2	111404J	76"Alum Post DB	\$352	\$704.00

1	111404J	76"Alum Post DB	\$352	\$352.00
5	111404J	76"Alum Post DB	\$352	\$1,760.00
2	111406E	113" Arch (Grade) DB w/1 Flange	\$1,760	\$3,520.00
1	111406E	113" Arch (Grade) DB w/2 Flange	\$1,760	\$1,760.00
1	115236A	Ball Maze Panel Above Deck	\$1,678	\$1,678.00
1	120325A	Ramp Berm Exit Plate Concrete Wall	\$561	\$561.00
1	120818A	Playstructure Seat	\$520	\$520.00
1	120818A	Playstructure Seat	\$520	\$520.00
1	120818A	Playstructure Seat	\$520	\$520.00
1	122914A	Loop Arch 40"Dk DB	\$1,892	\$1,892.00
1	123333A	Rollerslide 40"Dk DB	\$10,292	\$10,292.00
1	123340B	S/S 18"Wide Slide 48"Dk DB	\$3,708	\$3,708.00
1	124863A	SlideWinder2 32"Dk DB 1 Straight	\$2,815	\$2,815.00
1	126204A	30"Dia Crawl Tunnel 32" w/o View Ground Level	\$3,330	\$3,330.00
1	130390A	Double Swoosh Slide 72"Dk DB	\$3,218	\$3,218.00
1	130565A	Table Panel DB	\$1,489	\$1,489.00
1	130800F	Gemini SlideWinder2 72"Dk DB 1 Straight 1 Right 4 Left	\$10,679	\$10,679.00
1	143198A	Corner Climber 72"Dk DB	\$5,483	\$5,483.00
1	156231A	Bridge w/Barriers	\$5,967	\$5,967.00
1	171539A	Ramp Deck Extension DB 12"Dk	\$989	\$989.00
1	188835A	Sign Language Panel Above Deck	\$1,183	\$1,183.00
3	217909A	DigiFuse Barrier Panel Above Deck	\$1,770	\$5,310.00
1	217913A	DigiFuse Barrier Panel Ground Level	\$1,494	\$1,494.00
1	307431A	Fox Den Hangouts DB Only	\$21,201	\$21,201.00
2	120710A	Pod Climber 8" DB	\$377	\$754.00
2	120710A	Pod Climber 8" DB	\$377	\$754.00
1	152179A	Saddle Spinner DB 12"Height	\$1,010	\$1,010.00
2	158997A	Pod Climber 10" DB	\$377	\$754.00
1	168099A	Cozy Dome DB	\$6,038	\$6,038.00
1	173592A	Oodle Swing DB Only	\$7,477	\$7,477.00

4	174018A	Belt Seat ProGuard Chains for 8' Beam Height	\$168	\$672.00
3	177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only	\$1,316	\$3,948.00
2	177351A	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Height	\$1,163	\$2,326.00
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	\$0	\$0.00
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	\$0	\$0.00
1	186490A	We-saw DB Only	\$14,469	\$14,469.00
1	194663B	ZipKrooz 50' w/Aluminum Posts DB	\$19,298	\$19,298.00
1	196213B	ZipKrooz Assisted Additional Bay 50' w/Aluminum Posts DB	\$16,662	\$16,662.00
1	228212A	Rhapsody Ditty Metallophone DB	\$4,340	\$4,340.00
1	228217A	Rhapsody Kettle Drum Junior DB	\$1,918	\$1,918.00
1	233054B	DigiRider Fire Engine DB	\$2,678	\$2,678.00
1	237296A	Friendship Swing w/Single Post Frame 52" Bury ProGuard Chains	\$4,406	\$4,406.00
0	237673F	SkyWays Cantilever Single Post Pyramid 12'x12' Shade 10' Entry Height w/Rapid Release	\$7,941	\$0.00
1	249558A	We-Go-Round w/Seasons DigiFuse Panels 2 Seats DB Only	\$41,279	\$41,279.00
1	250341C	Rhapsody Tongue Drum Junior w/o Mallet DB	\$3,080	\$3,080.00
1	251575A	Rhapsody Vibra Chimes Major Chord DB	\$5,681	\$5,681.00
1	277778A	We-Go-Swing w/1 Accessible Bay DB Only	\$41,789	\$41,789.00
1	298208A	Symbol Communication Sign w/2 Posts DB	\$2,234	\$2,234.00
1	CP000189A-001	DTR PB Steam Train Engine Boiler	\$12,056	\$12,056.40
1	CP000329A-001	DTR PB 84x84 Corrugated Steel Roof w/Wire End Closures	\$13,127	\$13,127.40
1	CP001834A-001	DTR PB Sensory Tunnel 123" OC Includes marble infills, star cutouts with polycarbonate infills, TT s	\$36,032	\$36,031.50
1	CP002795A-001	DTR IND 2-5 Train Engine DB Only	\$7,533	\$7,532.70
1	CP002796A-001	DTR IND 2-5 Tanker Train Car DB Only	\$4,243	\$4,243.20
1	CP002797A-001	DTR IND 2-5 Caboose Train Car DB Only	\$8,272	<u>\$8,272.20</u>
Cost of Standard Items				\$378,033.40

CUSTOM:

1	CP001071	UPCHARGE FOR ADDITIONAL POST COLOR Custom Per SS box	\$153	\$153.00
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2	CP001071	UPCHARGE FOR ADDITIONAL POST COLOR Custom Per SS box	\$153	\$306.00
1	CP003750	DIGIFUSE® AMERICAN FLAG CLAMPED TO PB POST Post Mount. Double sided. Mounting hardware included. *No	\$689	\$688.50
1	CP006316	PERMALENE® COW CATCHER PANEL SET DB Includes footers.	\$1,800	\$1,800.30
1	CP007346	ROPE PULL CLIMBER FOR 4" ELEVATION CHANGE DB Approximately 6ft-6i long in plan. Includes clamps, 3	\$2,627	\$2,626.50
3	CP008983	UPCHARGE FOR CUSTOM DIGIFUSE® PANEL ART (NO APPROVAL REQ"D) for (1) DigiFuse® ready standard panel	\$734	\$2,203.20
1	CP010398	20" ROCK ISLAND SWING BRIDGE 8 PSQ posts, TT bridge decks, sheet steel cross braces, wire mesh barr	\$65,698	\$65,698.20
1	CP010408	HEX DECK FOR ROCK ISLAND SWING BRIDGE Modified on one side to attach to custom bridge with PSQ posts	\$4,692	\$4,692.00
1	CP010409	RAIN SOUND WHEEL W/MODIFIED ATTACHMENT Above Deck One side modified to attach to custom bridge CP010	\$3,341	\$3,340.50
1	CP010412	XYLOFUN PANEL W/MODIFIED ATTACHMENT One side modified to attach to custom bridge CP010398 with PSQ p	\$3,820	\$3,819.90
1	CP010415	PERISCOPE PANEL W/MODIFIED ATTACHMENT One side modified to attach to custom bridge CP010398 with PSQ	\$2,616	\$2,616.30
1	CP010416	OPTIGEAR PANEL W/MODIFIED ATTACHMENT One side modified to attach to custom bridge CP010398 with PSQ	\$4,967	\$4,967.40
1	CP010417	SQUARE DECK MODIFIED FOR PSQ One side modified to attach to custom bridge CP010398 with PSQ post	\$1,800	\$1,800.30
1	CP010419	SQUARE DECK CORNER MODIFIED FOR PSQ One side modified to attach to custom bridge CP010398 with PSQ p	\$1,693	\$1,693.20
1	CP010647	DIGIFUSE® CHIMES PANEL WITH TRAIN GRAPHICS Above Deck Double Sided, Artwork by LSI	\$4,131	\$4,131.00
1	CP011062	RAMP DECK EXTENSION W/O ONE PERM CURB DB Flush with grade for hillslide	\$1,204	\$1,203.60
1	CP015667		\$1,892	\$1,892.10
1	CP023209	74" ALUMINUM FLUSH POST FOR 40" DECK DB Standard cap	\$617	\$617.10
1	CP028505	84" X 84" OC WOOD-GRAIN RPL ROOF FOR SQUARE DECKS Mink RPL on top, cedar on sides, req. 6 roof post	\$16,167	\$16,167.00
1	CP035708	DIGIFUSE SCHOOLHOUSE DOOR PANEL @ Grade Doublesided art by LSI	\$5,365	\$5,365.20
1	CP035709	DIGIFUSE SCHOOLHOUSE WINDOW PANEL @ Grade Doublesided art by LSI	\$5,534	\$5,533.50
1	CP035710	DIGIFUSE SCHOOLHOUSE CHIMES WINDOW PANEL @ Grade Doublesided art by LSI	\$7,023	\$7,022.70
1	CP035711	DIGIFUSE SCHOOLHOUSE WINDOW PANEL W/HANDLOOP @ Grade Doublesided art by LSI. Includes Tendertuff han	\$5,697	\$5,696.70
1	CP035712	DIGIFUSE FIRE STATION WINDOW PANEL @ Grade Doublesided art by LSI	\$5,534	\$5,533.50
1	CP035713	DIGIFUSE FIRE STATION WINDOW/TABLE PANEL @ Grade Doublesided art by LSI. Includes permalene table.	\$6,834	\$6,834.00
1	CP035714	DIGIFUSE FIRE STATION DOOR PANEL @ Grade Doublesided art by LSI	\$5,365	\$5,365.20
1	CP035715	DIGIFUSE FIRE STATION KALEIDOSPIN WINDOW PANEL @ Grade Doublesided art by LSI. Kaleidospin sensory w	\$9,751	\$9,751.20
1	CP035716	DIGIFUSE FIRE STATION OPTIGEAR WINDOW PANEL @ Grade Doublesided art by LSI. Optigear sensory wall in	\$9,751	\$9,751.20
1	CP035717	DIGIFUSE CITY HALL WINDOW/TABLE PANEL @ Grade Doublesided art by LSI. Includes permalene table.	\$6,834	\$6,834.00
1	CP035718	DIGIFUSE CITY HALL COLOR SPLASH WINDOW PANEL @ Grade Doublesided art by LSI	\$8,747	\$8,746.50
1	CP035719	DIGIFUSE CITY HALL MARBLE WINDOW PANEL @ Grade Doublesided art by LSI	\$8,073	\$8,073.30

1	CP042140	84" X 84" OC 1X6 T&G RECY ROOF W-BELL TOWER Requires 6 roof posts. 216" roof posts. Roof is cedar R	\$21,277	\$21,277.20
Cost of Custom Items				\$226,200.30
Total Equipment Cost at State Contract Pricing				\$604,233.70

[illegible]

Page 1 of 2

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope *(This Section For Quotes Including Installation)*

Inclusions:

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	Adam Lares
Signature:	Date:
Purchase Amount: \$569,881.01	





QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
		Heritage Village Playground,EM706HVP1445345674		
1	MOB	Mobilization	\$750.00	\$750.00
3	DUMPSTER	Dumpster - Disposal / Equipment Packing (30 Yard)	\$750.00	\$2,250.00
0	SITE WORK	Excavation (new container)	Per Quote	By Owner
		NOT INCLUDED - General Contractor to provide completed container with a hold down depth of 9" below finish grade of curb or sidewalk. General Contractor to provide landform and mounds (must be 100% compacted CL5) per grading plan leaving space for 2" skim coat.		
0	BORDER	Concrete Curb Border or Thickened Edge Border	Per Quote	By Owner
576	SUBGRADE	Compacted Class 5 Subgrade Base for PIP Surfacing (4"-6" Depth)	Per Quote	\$43,120.94
519	SUBGRADE	Concrete Base for Mound or Sloped Surface (PIP)	Per Quote	\$6,989.20
0	SUBGRADE	Drain Tile - Must be installed within 4' of perimeter to avoid footing conflicts	Per Quote	By Owner
1	INSTALL	Playground Installation by Landscape Structures Certified Installers	26.50%	\$149,136.71
		Prevailing labor rate		
1	RENTAL	Special Equipment (Lull, Lift, Compactor, etc.)	Per Quote	\$1,618.59
14,800	SURFACING	Poured In Place	Per Quote	\$299,644.11
		Aromatic Binder and 50/50 mix of standard colors & black. Premium Aliphatic Binder & 100% Color have an additional cost. Includes graphics as shown.		
0	FENCE	Construction Fence (LF)	\$12.00	By Owner
0	SECURITY	Site Security	Per Quote	By Owner
0	RESTORE	Restoration	Per Quote	By Owner
0	BONDING	Payment & Performance Bonds		Not Included
			Subtotal	\$503,509.54
			Freight	\$0.00
			Sales Tax	Tax Exempt
			Total	\$503,509.54

Page 1 of 2

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- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
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- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
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- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	
Signature:	Date:
Purchase Amount: \$503,509.54	

EQUIPMENT COLOR SIGN OFF
Heritage Village Playground



Please sign below if you approve of the colors represented in the photo above.

Colors
Custom Designed Palette - See Color Verification Summary for Full Breakdown
PIP Colors
As Shown on LG101 dated 12/12/24

Customer Signature: _____ **Date:** _____

PlayBooster and Forma (5-12 years)

Direct Bury Aluminum

* Palette Overridden *

!! Palette NOT Selected !!



ProShield® Finish

Posts/Arches:		Carbon *	» Component Colors Below «
Clamps/Ball Connectors:		Metallic Silver *	
Play Components:		Maroon *	» Component Colors Below «

Polyethylene

Slide Hoods/O-Zone®:		Brick *	
Slides/Tunnels/Gliders/E-Pods®:		Brick *	» Component Colors Below «

Permalene®

Primary Permalene:		Recycled Gray w/Black *	» Component Colors Below «
Secondary Permalene:		Recycled Brick w/Black *	

TenderTuff

Barriers/Ladders/Benches:		Gray *	
Wheels/Rings/Rollers:		Gray *	
Decks/Step Ladders:		Gray *	

Cables

Cables:		Black *	
---------	--	---------	--

Swings

Posts:		Carbon *	
Beams:		Metallic Silver *	
Molded Bucket Seats:		Granite *	
Seat Harness:		Brick *	

Vibe®/SteelX®

Primary Panels:		Maroon *	» Component Colors Below «
Secondary Panels:		Maroon *	» Component Colors Below «

Shade

Shade Posts:		Metallic Silver *	
Upper Sails:		Cayenne FR *	

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
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Forma™

Sensory Play

1	307431A	Fox Den® Hangouts DB Only Fox Den® Hangouts Direct Bury Only	732.0	\$20,785.00
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Posts/Arches:		Carbon=414	
Clamps/Ball Connectors:		Metallic Silver=349	
Cables:		Black=005	
Primary Panels:		Maroon=118	
Secondary Panels:		Metallic Silver=349 «	

Freestanding Play Climbers

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
2	158997A	Pod Climber 10" DB Play Components:  Maroon=118 Slides/Tunnels/Gliders/E-Pods®:  Brick=315	26.0	\$740.00
2	120710A	Pod Climber 8" DB Play Components:  Maroon=118 Slides/Tunnels/Gliders/E-Pods®:  Brick=315	24.0	\$740.00
2	120710A	Pod Climber 8" DB Play Components:  Maroon=118 Slides/Tunnels/Gliders/E-Pods®:  Brick=315	24.0	\$740.00
Custom				
2	CP001071	Upcharge for additional Post color Per SS box Custom	0.0	\$300.00
3	CP008983	Upcharge for Custom DigiFuse® Panel Art (No Approval Req'd) for (1) DigiFuse® ready standard panel (Bubble, PB/PS Barrier, Periscope, Hole, Arch sign), *Panel Only*	0.0	\$2,160.00
Motion & More Fun				
1	194663B	¹ZipKrooz 50' w/Aluminum Posts DB Posts/Arches:  Carbon=414 Clamps/Ball Connectors:  Metallic Silver=349 Play Components:  Maroon=118 Decks/Step Ladders:  Gray=166	1,045.3	\$18,920.00
1	196213B	¹ZipKrooz Assisted Additional Bay 50' w/Aluminum Posts DB Posts/Arches:  Carbon=414 Clamps/Ball Connectors:  Metallic Silver=349 Play Components:  Maroon=118 Molded Bucket Seats:  Granite=171 Seat Harness:  Brick=315	607.9	\$16,335.00
1	249558A	We-Go-Round™ w/Seasons Digifuse Panels And 2 Seats Posts/Arches:  Maroon=118 « Play Components:  Maroon=118 Slides/Tunnels/Gliders/E-Pods®:  Gray=468 « Primary Permalene:  Recycled Gray w/Black=866	2,006.5	\$40,470.00
1	186490A	¹We-saw DB Only Play Components:  Maroon=118 Slides/Tunnels/Gliders/E-Pods®:  Brick=315 Primary Permalene:  Recycled Gray w/Black=866	783.0	\$14,185.00
Sensory Play				
1	168099A	Cozy Dome DB Slides/Tunnels/Gliders/E-Pods®:  Granite=171 «	240.2	\$5,920.00

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
1	251575A	Rhapsody® Vibra™ Chimes - Major Chord DB Rhapsody® Vibra™ Chimes - Major Chord Direct Bury	209.1	\$5,570.00
		Play Components:  Maroon=118		
		Primary Permalene:  Recycled Gray w/Black=866		
Shade				
2	237673F	SkyWays® Cantilever Sgl Pt Pyramid 12' x 12' - 10' Entry w/RR SkyWays® Cantilever Single Post Pyramid 12' x 12' - 10' Entry Height w/Rapid Release®	0.0	\$15,570.00
		Shade Posts:  Metallic Silver=349		
		Upper Sails:  Cayenne FR=501		
Signs				
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	24.0	\$0.00
		Posts/Arches:  Carbon=414		
1	298208A	Symbol Communication Sign w/DB Posts Symbol Communication Sign w/Direct Bury Posts	59.6	\$2,190.00
		Posts/Arches:  Carbon=414		
Swings				
1	277778A	¹We-Go-Swing® for One Wheelchair/One Seat	2,244.3	\$40,970.00
		Primary Permalene:  Recycled Brick w/Black=815 «		
		Decks/Step Ladders:  Gray=166		
		Posts:  Carbon=414		
		Beams:  Metallic Silver=349		
PlayBooster®				
Bridges & Ramps				
1	156231A	Bridge w/Barriers	526.0	\$5,850.00
		Clamps/Ball Connectors:  Metallic Silver=349		
		Play Components:  Maroon=118		
		Decks/Step Ladders:  Gray=166		
1	120325A	Ramp Berm Exit Plate Concrete Wall	30.0	\$550.00
		Clamps/Ball Connectors:  Metallic Silver=349		
		Decks/Step Ladders:  Gray=166		
Climbers W/Permalene Handholds				
1	143198A	Corner Climber 72"Dk DB	157.0	\$5,375.00
		Clamps/Ball Connectors:  Metallic Silver=349		
		Play Components:  Maroon=118		
		Primary Permalene:  Recycled Gray w/Black=866		

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
1	122914A	Loop Arch 40"Dk DB Clamps/Ball Connectors:  Metallic Silver=349 Play Components:  Maroon=118 Primary Permalene:  Recycled Gray w/Black=866	76.0	\$1,855.00
Custom				
1	CP000189A	DTR Steam Train Engine Boiler 126i OC Arch Roof with 2 steam domes and 1 smokestack. Includes front perm infill with yellow drop-in paint. *REQUIRES CP028698 or CP028699 or similar Posts/Arches:  Carbon=414 Primary Permalene:  Recycled Gray w/Black=866 Primary Panels:  Maroon=118	291.0	\$11,820.00
1	CP010415	Periscope Panel w/modified attachment One side modified to attach to custom bridge CP010398 with PSQ post Clamps/Ball Connectors:  Metallic Silver=349 Primary Permalene:  Recycled Gray w/Black=866 Secondary Panels:  Maroon=118	63.0	\$2,565.00
1	CP010398	20' Rock Island Swing Bridge 8 PSQ posts, TT bridge decks, sheet steel cross braces, wire mesh barrier panels with railing and two framed digifuse signs. Includes wavy cargo net below bridge and 2 telescopes. Posts/Arches:  Copper=533 « Play Components:  Lagoon=421 « Decks/Step Ladders:  Gray=166 Cables:  Black=005 Primary Panels:  Matte Gray=165 «	2,890.0	\$64,410.00
1	CP023209	74" Aluminum Flush Post for 40" Deck Standard cap DB Posts/Arches:  Carbon=414 Decks/Step Ladders:  Gray=166	19.0	\$605.00
1	CP010408	Hex deck for Rock Island Swing Bridge One side modified to attach to custom bridge CP010398 with PSQ post Clamps/Ball Connectors:  Metallic Silver=349 Decks/Step Ladders:  Gray=166	285.0	\$4,600.00
1	CP010419	Square Deck Corner modified for PSQ One side modified to attach to custom bridge CP010398 with PSQ post Clamps/Ball Connectors:  Metallic Silver=349 Decks/Step Ladders:  Gray=166	97.0	\$1,660.00
1	CP010417	Square Deck modified for PSQ One side modified to attach to custom bridge CP010398 with PSQ post Clamps/Ball Connectors:  Metallic Silver=349 Decks/Step Ladders:  Gray=166	118.0	\$1,765.00

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
1	CP010647	DigiFuse® Chimes Panel with Train graphics Double Sided, Artwork by LSI. Same art on both sides. Above Deck Clamps/Ball Connectors:  Metallic Silver=349 Secondary Permalene:  Recycled Brick w/Black=815	92.0	\$4,050.00
1	CP010416	Optigear Panel w/modified attachment One side modified to attach to custom bridge CP010398 with PSQ post Clamps/Ball Connectors:  Metallic Silver=349 Primary Permalene:  Recycled Gray w/Black=866 Secondary Permalene:  Recycled Brick w/Black=815	59.0	\$4,870.00
1	CP006316	Permalene® cow catcher panel set Includes footers. DB Clamps/Ball Connectors:  Metallic Silver=349 Play Components:  Maroon=118 Primary Permalene:  Recycled Brick w/Black=815 « Secondary Permalene:  Recycled Brick w/Black=815	72.0	\$1,765.00
1	CP015667	Vertical Ascent for 36" deck Clamps/Ball Connectors:  Metallic Silver=349 Primary Permalene:  Recycled Gray w/Black=866	78.0	\$1,855.00
1	CP010409	Rain Sound Wheel w/modified attachment One side modified to attach to custom bridge CP010398 with PSQ post Above Deck Clamps/Ball Connectors:  Metallic Silver=349 Primary Permalene:  Recycled Gray w/Black=866	78.0	\$3,275.00
1	CP010412	Xylofun Panel w/modified attachment One side modified to attach to custom bridge CP010398 with PSQ post Clamps/Ball Connectors:  Metallic Silver=349 Primary Permalene:  Recycled Gray w/Black=866	54.0	\$3,745.00
Decks				
3	111229A	Square Deck Extension Clamps/Ball Connectors:  Metallic Silver=349 Decks/Step Ladders:  Gray=166	315.0	\$3,930.00
1	111228A	Square Tenderdeck Clamps/Ball Connectors:  Metallic Silver=349 Decks/Step Ladders:  Gray=166	109.1	\$1,375.00
Enclosures				
3	217909A	PB DigiFuse® Barrier Panel - Above Deck Clamps/Ball Connectors:  Metallic Silver=349	116.0	\$5,205.00
1	115236A	Ball Maze Panel Above Deck Clamps/Ball Connectors:  Metallic Silver=349 Primary Permalene:  Recycled Gray w/Black=866	65.0	\$1,645.00

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
1	188835A	Sign Language Panel Above Deck	44.0	\$1,160.00
		Clamps/Ball Connectors:  Metallic Silver=349		
		Primary Permalene:  Recycled Gray w/Black=866		
Motion & More Fun				
2	111275A	Handloop Assembly	20.0	\$640.00
		Clamps/Ball Connectors:  Metallic Silver=349		
		Barriers/Ladders/Benches:  Gray=166		
Posts				
2	111406E	113" Arch (Grade) DB w/1 Flange	154.0	\$3,450.00
		Posts/Arches:  Carbon=414		
1	111406E	113" Arch (Grade) DB w/2 Flange	77.0	\$1,725.00
		Posts/Arches:  Carbon=414		
8	111404E	116" Alum Post DB	232.0	\$3,320.00
		Posts/Arches:  Carbon=414		
4	111404A	148" Alum Post DB	144.0	\$2,120.00
		Posts/Arches:  Carbon=414		
2	111404J	76" Alum Post DB	38.0	\$690.00
		Posts/Arches:  Carbon=414		
2	111404I	84" Alum Post DB	42.0	\$720.00
		Posts/Arches:  Carbon=414		
Slides				
1	123333A	Rollerslide 40"Dk DB	364.0	\$10,090.00
		Posts/Arches:  Carbon=414		
		Clamps/Ball Connectors:  Metallic Silver=349		
		Play Components:  Maroon=118		
		Slide Hoods/O-Zone®:  Brick=315		
		Wheels/Rings/Rollers:  Gray=166		
		Decks/Step Ladders:  Gray=166		
1	130390A	¹Double Swoosh™ Slide 72"Dk DB	174.0	\$3,155.00
		Posts/Arches:  Carbon=414		
		Clamps/Ball Connectors:  Metallic Silver=349		
		Slides/Tunnels/Gliders/E-Pods®:  Brick=315		
1	130800F	¹Gemini SlideWinder2® 72"Dk DB 1 Straight 1 Right 4 Left	458.0	\$10,470.00
		Posts/Arches:  Carbon=414		
		Clamps/Ball Connectors:  Metallic Silver=349		
		Slides/Tunnels/Gliders/E-Pods®:  Brick=315		
Tunnels				

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
1	126204A	30"Dia Crawl Tunnel 32" w/o View Ground Level	94.0	\$3,265.00

Clamps/Ball Connectors:  Metallic Silver=349
 Slides/Tunnels/Gliders/E-Pods®:  Brick=315
 Primary Permalene:  Recycled Gray w/Black=866

PlayBooster and PlayShaper (2-5 years)

*** Palette Overridden ***

Direct Bury Aluminum

!! Palette NOT Selected !!



ProShield® Finish

Posts/Arches:  **White *** » Component Colors Below «
 Clamps/Ball Connectors:  **White *** » Component Colors Below «
 Play Components:  **Acorn *** » Component Colors Below «

Polyethylene

Slide Hoods/O-Zone®:  **Green ***
 Slides/Tunnels/Gliders/E-Pods®:  **Granite *** » Component Colors Below «

Permalene®

Primary Permalene:  **Recycled Brick w/Black *** » Component Colors Below «
 Secondary Permalene:  **Recycled Gray w/Black *** » Component Colors Below «

TenderTuff

Barriers/Ladders/Benches:  **Gray *** » Component Colors Below «
 Wheels/Rings/Rollers:  **Red ***
 Decks/Step Ladders:  **Gray *** » Component Colors Below «

Cables

Cables:  **Black ***

Swings

Posts:  **Carbon ***
 Beams:  **Metallic Silver ***
 Clamps:  **White ***
 Molded Bucket Seats:  **Brick ***
 Seat Harness:  **Granite ***

Vibe®/SteelX®

Upper Roofs:  **White ***

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
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Freestanding Play

Custom

1	CP002795A	DTR 2-5 Train Engine Std permalene w/ drivers wheel, ring a bell bell and custom clapper and std perm accent wheels. No verbiage DB	423.0	\$7,385.00
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Play Components:  Acorn=318
 Primary Permalene:  Recycled Brick w/Black=815
 Secondary Permalene:  Recycled Gray w/Black=866
 Wheels/Rings/Rollers:  Red=009

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
1	CP002797A	DTR 2-5 Caboose Train Car Std permalene w/ Optigear Panel® and std perm accent wheels DB	190.0	\$8,110.00
		Posts/Arches:  White=006		
		Primary Permalene:  Recycled Brick w/Black=815		
		Secondary Permalene:  Recycled Gray w/Black=866		
1	CP002796A	DTR 2-5 Tanker Train Car 56" Crawl Tunnel @ grade w/ Std perm Train base w std perm accent wheels. DB	195.0	\$4,160.00
		Slides/Tunnels/Gliders/E-Pods®:  Granite=171		
		Primary Permalene:  Recycled Brick w/Black=815		
		Secondary Permalene:  Recycled Gray w/Black=866		
1	CP001071	Upcharge for additional Post color Per SS box Custom	0.0	\$150.00
Motion & More Fun				
1	152179A	Saddle Spinner DB 12"Height	40.0	\$990.00
		Play Components:  Acorn=318		
		Slides/Tunnels/Gliders/E-Pods®:  Granite=171		
1	233054B	DigiRider™ Fire Engine Direct Bury Digifuse® TuffRiders® Fire Engine Direct Bury	137.4	\$2,625.00
Sensory Play				
1	228217A	Rhapsody® Kettle Junior Drum, Direct Bury	59.0	\$1,880.00
		Play Components:  Acorn=318		
		Primary Permalene:  Recycled Brick w/Black=815		
1	250341C	Rhapsody® Tongue Drum Junior w/o Mallet Direct Bury	33.3	\$3,020.00
		Play Components:  Acorn=318		
		Primary Permalene:  Recycled Brick w/Black=815		
1	228212A	Rhapsody® Ditty® Metallophone, Direct Bury	120.9	\$4,255.00
		Play Components:  Acorn=318		
		Primary Permalene:  Recycled Brick w/Black=815		
		Secondary Permalene:  Recycled Gray w/Black=866		
Signs				
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	24.0	\$0.00
		Posts/Arches:  White=006		
Swings				
1	237296A	Friendship® Swing w/Single Post Frame 52" Bury ProGuard Chn Friendship® Swing w/Single Post Frame 52" Bury ProGuard Chains	333.6	\$4,320.00
		Posts:  Carbon=414		
		Beams:  Metallic Silver=349		
		Clamps:  White=006		

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
3	177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only	444.0	\$3,870.00
		Posts:  Carbon=414 Beams:  Metallic Silver=349 Clamps:  White=006		
2	177351A	Molded Bucket Seat w/Harness ProGuard Chains for 8' Bm Hgt Molded Bucket Seat w/Harness ProGuard Chains for 8' Beam Height	20.8	\$2,280.00
		Molded Bucket Seats:  Brick=315 Seat Harness:  Granite=171		
1	173592A	¹ Oodle Swing DB Only	395.0	\$7,330.00
		Beams:  Metallic Silver=349 Molded Bucket Seats:  Brick=315		
4	174018A	Belt Seat ProGuard Chains for 8' Beam Height	32.0	\$660.00
PlayBooster®				
Bridges & Ramps				
1	171539A	Ramp Deck Extension DB 12"Dk	54.0	\$970.00
		Posts/Arches:  Tan=044 « Clamps/Ball Connectors:  Tan=044 « Primary Permalene:  Recycled Tan w/Black=844 « Decks/Step Ladders:  Brown=002 «		
2	111345A	Bridge/Ramp Transition Bracket	42.0	\$790.00
		Clamps/Ball Connectors:  White=006 Decks/Step Ladders:  Gray=166		
Custom				
1	CP035711	Digifuse Schoolhouse window panel w/handloop Doublesided art by LSI. Includes Tendertuff handloop. @ Grade	79.0	\$5,585.00
		Clamps/Ball Connectors:  White=006 Barriers/Ladders/Benches:  Brown=002 «		
1	CP011062	Ramp deck extension w/o one perm curb Flush with grade for hillside DB	54.0	\$1,180.00
		Posts/Arches:  White=006 Primary Permalene:  Recycled Tan w/Black=844 « Decks/Step Ladders:  Brown=002 «		

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
1	CP007346	Rope Pull Climber for 4' elevation change Approximately 6ft-6i long in plan. Includes clamps, 3 roto knots. *Note: Steel post not included. Quote separately. DB	130.0	\$2,575.00
		Clamps/Ball Connectors:  Tan=044 «		
		Slides/Tunnels/Gliders/E-Pods®:  Green=023 «		
		Cables:  Black=005		
1	CP042140	84" x 84" OC 1x6 T&G Recy Roof w-Bell Tower Requires 6 roof posts. 216" roof posts. Roof is cedar RPL. White over black permalene	703.0	\$20,860.00
		Posts/Arches: ☐ White=006		
		Play Components:  Yellow=007 «		
		Upper Roofs: ☐ White=006		
1	CP035714	Digifuse Fire Station door panel Doublesided art by LSI @ Grade	75.0	\$5,260.00
		Clamps/Ball Connectors: ☐ White=006		
1	CP035712	Digifuse Fire Station window panel Doublesided art by LSI @ Grade	75.0	\$5,425.00
		Clamps/Ball Connectors: ☐ White=006		
1	CP035710	Digifuse Schoolhouse Chimes window panel Doublesided art by LSI. White permalene frame on chimes. @ Grade	106.0	\$6,885.00
		Clamps/Ball Connectors: ☐ White=006		
1	CP035708	Digifuse Schoolhouse door panel Doublesided art by LSI @ Grade	75.0	\$5,260.00
		Clamps/Ball Connectors: ☐ White=006		
1	CP035709	Digifuse Schoolhouse window panel Doublesided art by LSI @ Grade	75.0	\$5,425.00
		Clamps/Ball Connectors: ☐ White=006		
1	CP028505	84" x 84" OC Wood-Grain RPL Roof for Square decks Mink RPL on top, cedar on sides, req. 6 roof posts quoted sep.	403.0	\$15,850.00
		Posts/Arches:  Tan=044 «		
1	CP003750	DigiFuse® American Flag clamped to PB post Post Mount. Double sided. Mounting hardware included. *Note: Post need to be 48i taller than std post length. Post not included.	17.0	\$675.00
		Clamps/Ball Connectors:  Tan=044 «		
1	CP000329A	DTR 84x84 Corrugated Steel Roof. Wire end Closures Trim is two tone Mink and Cedar RPL Trimming may be required during install.	1,075.0	\$12,870.00
		Posts/Arches: ☐ White=006		
		Barriers/Ladders/Benches:  Gray=166		

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
1	CP001834A	DTR PB Sensory Tunnel 123" OC Includes Marble Infills, star cutouts with acrylic infills (red, blue, yellow), TT steel bottoms with ProShield® uppers. Requires clearance at deck connections. Custom Clamps/Ball Connectors: ☐ White=006 Play Components: ☐ Metallic Silver=349 « Primary Permalene: ☒ Recycled Brick w/Black=815 Decks/Step Ladders: ☐ Gray=166	1,470.0	\$35,325.00
1	CP035718	Digifuse City Hall Color Splash window panel Doublesided art by LSI with Color Splash sensory insert. @ Grade Clamps/Ball Connectors: ☐ Tan=044 « Primary Permalene: ☒ Recycled Red w/Black=809 «	113.0	\$8,575.00
1	CP035719	Digifuse City Hall Marble window panel Doublesided art by LSI w/marble sensory insert @ Grade Clamps/Ball Connectors: ☐ Tan=044 « Primary Permalene: ☒ Recycled Red w/Black=809 «	111.0	\$7,915.00
1	CP035715	Digifuse Fire Station Kaleidospin window panel Doublesided art by LSI. Kaleidospin sensory wall insert. @ Grade Clamps/Ball Connectors: ☐ White=006 Primary Permalene: ☒ Recycled Red w/Black=809 «	128.0	\$9,560.00
1	CP035716	Digifuse Fire Station Optigear window panel Doublesided art by LSI. Optigear sensory wall insert. @ Grade Clamps/Ball Connectors: ☐ White=006 Primary Permalene: ☒ Recycled Red w/Black=809 «	116.0	\$9,560.00
1	CP035713	Digifuse Fire Station window/table panel Doublesided art by LSI. Includes permalene table. @ Grade Posts/Arches: ☐ White=006 Clamps/Ball Connectors: ☐ White=006 Secondary Permalene: ☒ Recycled Red w/Black=809 «	123.0	\$6,700.00
1	CP035717	Digifuse City Hall window/table panel Doublesided art by LSI. Includes permalene table. @ Grade Posts/Arches: ☐ Tan=044 « Clamps/Ball Connectors: ☐ Tan=044 « Secondary Permalene: ☒ Recycled Green w/Black=823 «	123.0	\$6,700.00
Enclosures				
1	130565A	Table Panel DB Posts/Arches: ☐ White=006 Clamps/Ball Connectors: ☐ White=006 Primary Permalene: ☒ Recycled Green w/Black=823 « Secondary Permalene: ☒ Recycled Tan w/Black=844 «	55.0	\$1,460.00

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
Motion & More Fun				
1	120818A	Playstructure Seat	26.0	\$510.00
		Clamps/Ball Connectors: ☐ White=006		
		Decks/Step Ladders: ☐ Brown=002 «		
1	120818A	Playstructure Seat	26.0	\$510.00
		Clamps/Ball Connectors: ☐ Tan=044 «		
		Decks/Step Ladders: ☐ Brown=002 «		
1	120818A	Playstructure Seat	26.0	\$510.00
		Clamps/Ball Connectors: ☐ White=006		
		Decks/Step Ladders: ☐ Gray=166		
Posts				
1	111404F	108"Alum Post DB	28.0	\$395.00
		Posts/Arches: ☐ White=006		
6	111403J	110"Alum Post For Roof DB	156.0	\$2,490.00
		Posts/Arches: ☐ White=006		
1	111404D	124"Alum Post DB	30.0	\$475.00
		Posts/Arches: ☐ White=006		
6	111403H	126"Alum Post For Roof DB	174.0	\$2,880.00
		Posts/Arches: ☐ White=006		
2	111404J	76"Alum Post DB	38.0	\$690.00
		Posts/Arches: ☐ White=006		
5	111404J	76"Alum Post DB	95.0	\$1,725.00
		Posts/Arches: ☐ White=006		
1	111404F	108"Alum Post DB	28.0	\$395.00
		Posts/Arches: ☐ Tan=044 «		
6	111403H	126"Alum Post For Roof DB	174.0	\$2,880.00
		Posts/Arches: ☐ Tan=044 «		
1	111404J	76"Alum Post DB	19.0	\$345.00
		Posts/Arches: ☐ Tan=044 «		
Slides				
1	123340B	Stainless Steel Slide w/Poly Hood 48"Dk DB	100.0	\$3,635.00
		Posts/Arches: ☐ Tan=044 «		
		Clamps/Ball Connectors: ☐ Tan=044 «		
		Slide Hoods/O-Zone®: ☐ Green=023		



Color Verification Summary

Heritage Village Park

1133259-05-03

QTY	NO.	DESCRIPTION	WEIGHT (lb.)	TOTAL PRICE 2025 (\$)
1	124863A	SlideWinder2® 32"Dk DB 1 Straight	139.0	\$2,760.00
Posts/Arches: ☐ White=006				
Clamps/Ball Connectors: ☐ White=006				
Slides/Tunnels/Gliders/E-Pods®: ☒ Tan=044 «				
PlayShaper®				
Enclosures				
1	217913A	PS DigiFuse® Barrier Panel - Below Deck	29.1	\$1,465.00
DigiFuse® Image Set: Cars/Trains - 000000046				
Posts				
2	111397H	PS DECK POST DB	28.0	\$680.00
Posts/Arches: ☐ White=006				

State Contract #218091



PROJECT INFORMATION

Project name	Heritage Village Site Furnishings & Shade
Address	4321 65th St E
City, State ZIP	Inver Grove Heights, MN 55076
Contract Year	2025

EQUIPMENT INFORMATION & PRICING

Qty	Item No.	Description	Price	Ext Price
9	237673F	SkyWays Cantilever Single Post Pyramid 12'x12' Shade 10' Entry Height w/Rapid Release	\$7,941	\$47,646.00
Total Equipment Cost at State Contract Pricing				\$47,646.00





Ship To:

Heritage Village Site Furnishings & Shade
4321 65th St E
Inver Grove Heights, MN 55076

Please Make PO's & Contracts Out To:

Landscape Structures, Inc.
601 7th St. S
Delano, MN 55328

Bill To:

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

Please Remit Payment To:

Landscape Structures, Inc.
SDS 12-0395 PO Box 86
Minneapolis, MN 55486-0395

We are pleased to submit this proposal to supply the following products/services:

[illegible]

Quotes from Landscape Structures, Inc. are subject to current Landscape Structures, Inc. policies as well as Terms & Conditions, Inclusions & Exclusions outlined below unless noted otherwise on this quote. Changes are subject to price adjustment. Sales tax, if applicable, will be applied unless a tax-exempt certificate is provided at the time of order entry. Customer deposits, if required, must be received before orders will be entered & installation scheduled. Purchases in excess of \$1,000.00 must be supported by a formal Purchase Order made out to Landscape Structures, Inc.

State Contract #218091

***Terms: Net 30 days; 1.5% finance charge on balances over 30 days**

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope *(This Section For Quotes Including Installation)***Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print) Adam Lares	PO#:
Signature:	Email: alares@ighmn.gov
Title:	Phone:
Date:	Purchase Amount: \$47,254.32





Ship To:

Heritage Village Site Furnishings & Shade
4321 65th St E
Inver Grove Heights, MN 55076

Please Make PO's & Contracts Out To:

Flagship Recreation
11123 Upper 33rd St. N
Lake Elmo, MN 55042

Bill To:

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

Please Remit Payment To:

Flagship Recreation
11123 Upper 33rd St. N
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Acceptance of Quotation:

Accepted By (Print) Adam Lares	PO#:
Signature:	Email: alares@ighmn.gov
Title:	Phone:
Date:	Purchase Amount: \$92,705.38

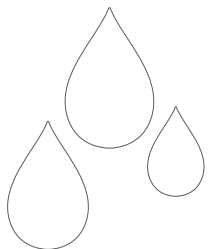


PROUDLY PRESENTED BY

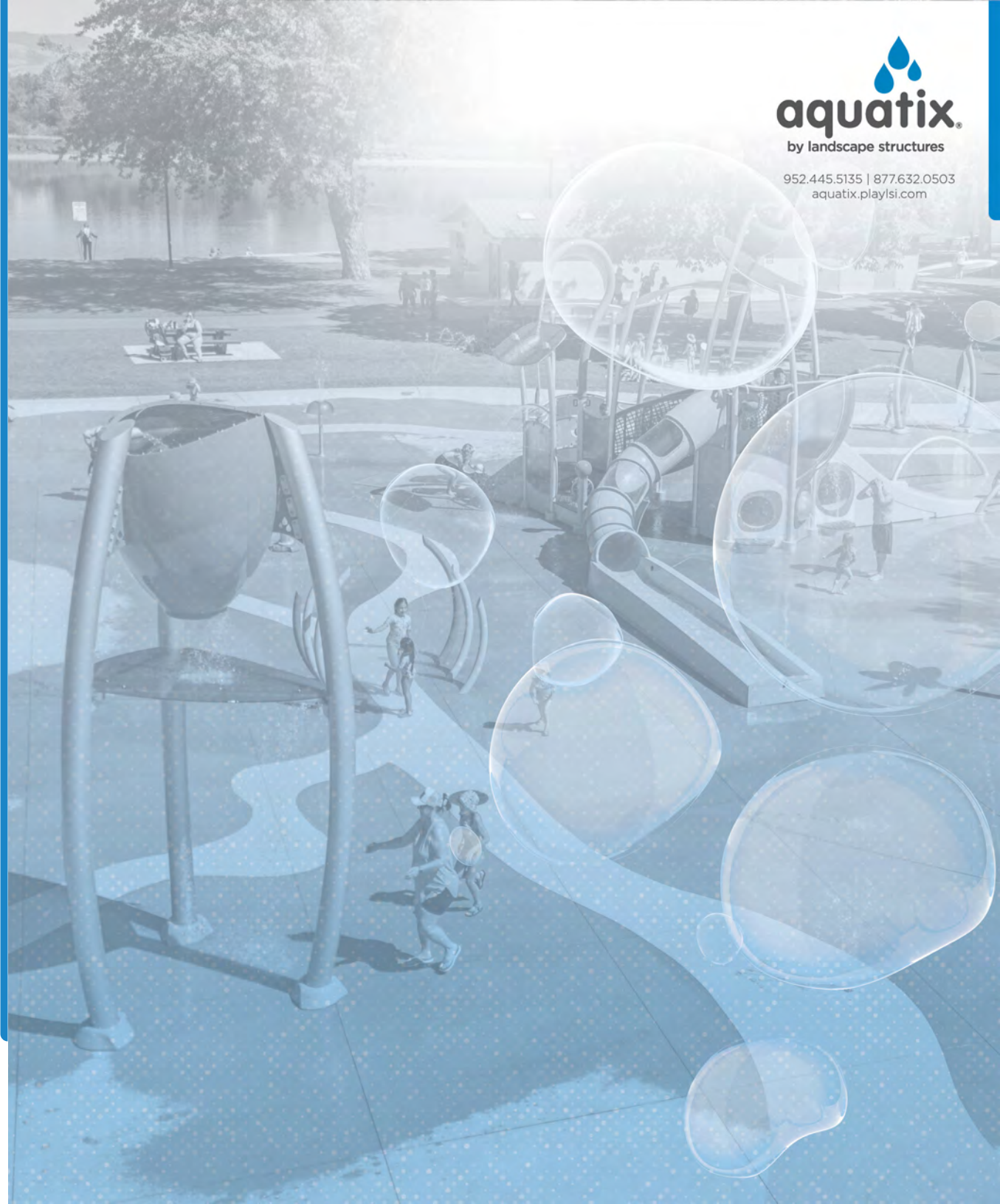
Emily Maloney
Flagship Recreation
emily@flagshipplay.com
(763) 550-7860

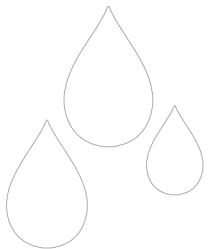
Heritage Village

Design# 1181640-01-05 12/6/24



952.445.5135 | 877.632.0503
aquatix.playlsi.com



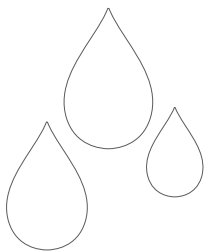


Heritage Village

Design# 1181640-01-05 12/6/24

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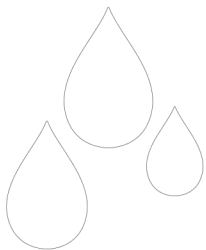


Heritage Village

Design# 1181640-01-05 12/6/24

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Heritage Village

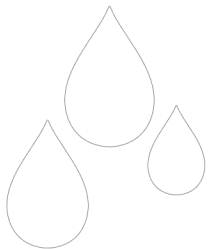
Design# 1181640-01-05 12/6/24

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INCLUSIVE PLAY HIGHLIGHTS

Water, being naturally inclusive, combined with splash play bring together people of all ages and abilities in a world of fun, learning and sensory exploration. Aquatix innovative water features allow for hands-on education tailored to every development stage. The designers at Aquatix work to deliver an educational, exploratory design that encourages physical and social development, with the ability to grow confidence while engaging in the play elements around them. This inclusive approach not only enhances community connection but also ensures there's something for everyone, making it a vibrant hub for social interaction, relaxation and unforgettable memories.

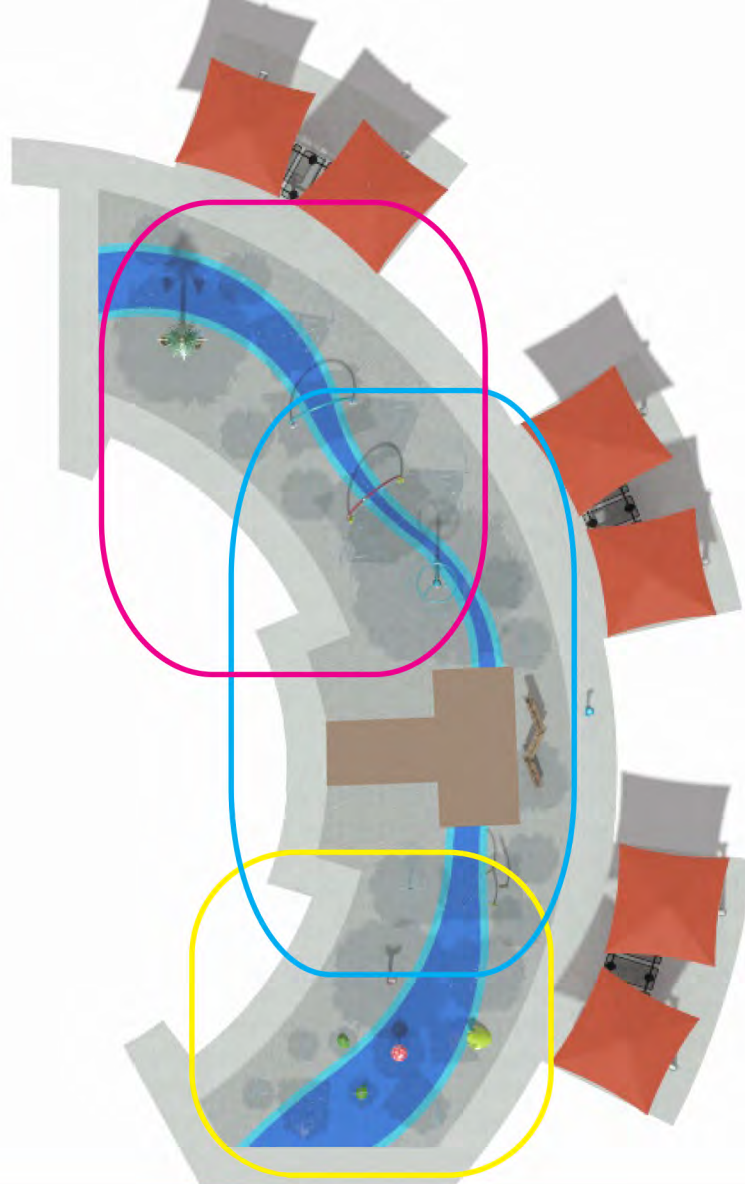


Heritage Village

Design# 1181640-01-05 12/6/24

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AGE APPROPRIATE ZONES

GENTLE ACTIVITY ZONE INFANT/TODDLER

Learning to enjoy texture and water

- Lower, delicate ground sprays
- Lower structures with gentle water formations
- Placement of features close to perimeter and dry zones ensure easy adult supervision and interaction

UNIVERSAL ZONE ALL AGES

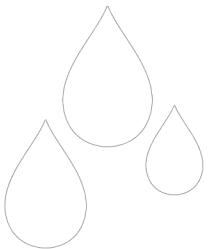
Variety of structures for the whole family

- Unique water formations pour, dump, spray wiggle, launch and spin
- Combines ground spray and structures for all ages
- Centrally placed in splash pad and often a transition zone from Gentle activity to Dynamic

DYNAMIC ZONE 7+ YEARS

Continual excitement and interaction

- High Volume, highly interactive spray features and Climb N Play structures
- Combination of sprays and structures
- Placement of features close to perimeter and dry zones ensure easy adult supervision and interaction



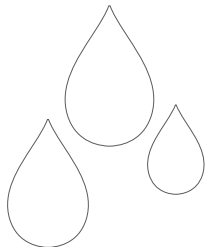
Heritage Village

Design# 1181640-01-05 12/6/24



PROUDLY PRESENTED BY
Emily Maloney
Flagship Recreation
emily@flagshipplay.com
(763) 550-7860

Heritage Village
Design# 1181640-01-05 12/6/24



DESIGN DETAILS

* Surface finishes and/or site furnishings shown are conceptual and provided by others.

PROPOSED COLORS

PAINT COLORS



ACRYLIC COLOR(S)



PROJECT DETAILS

PROJECT DIMENSIONS

134' 0" × 70' 0"
LENGTH WIDTH

TOTAL SYSTEM FLOW RATE

183 Gallons
GPM (GALLONS PER MINUTE)

SITE FURNISHINGS

model number
SKYWAYS MODEL #237674(x4)

COLOR APPROVAL

CUSTOMER SIGNATURE

DATE

*Colors shown are for representation purposes.
Consult with your Representative for actual color swatches for final color selection.

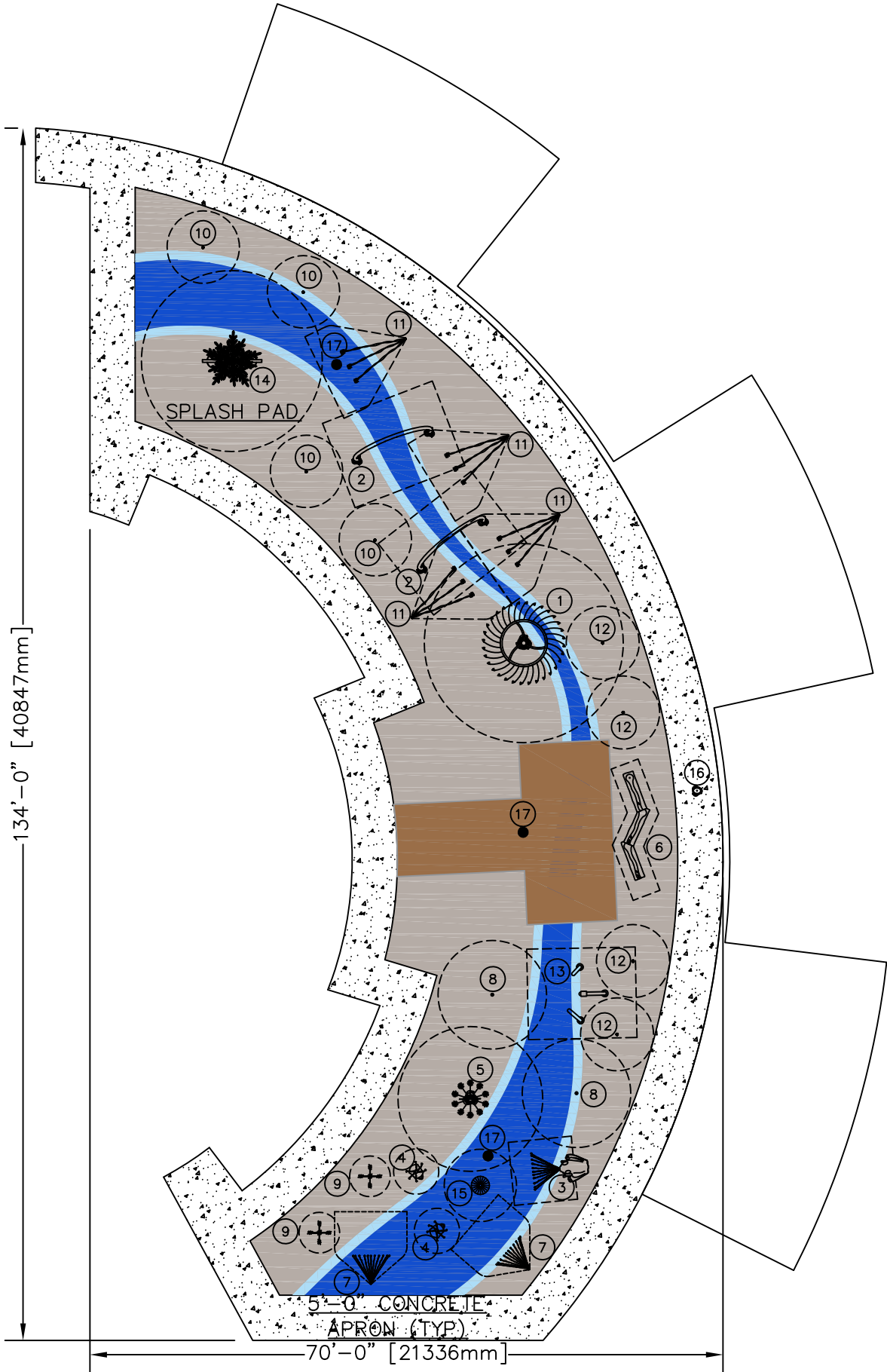
NO	PRODUCT	QTY	GPM	LINE SIZE
1	HYDROHELIX	1	30	1 ½"
2	RIPPLERUN SMALL RUNG	2	10 EA	1" EA
3	SPLASHPACK FROG	1	10	1 ½"
4	*TOTPACK TURTLE	2	5 EA	1 ½" EA
5	WELLSPRING W/ ACRYLIC	1	15	1 ½"
6	AQUALOGS	1	6	1"
7	*CROWN JET	2	5 EA	1" EA
8	*JUNIOR WATER JEWEL	2	7 EA	1" EA
9	*SEA CRAWLER	2	5 EA	1" EA
10	*STREAM JET	4	1 EA	1" EA
11	*TRIPLE ARCH JET	4	3 EA	1" EA
12	*TRIPLE MIST NOZZLE	4	3 EA	1" EA
13	REEDS	1	10	(3) 1"
14	TALL PINE BUCKET SHOWER	1	15	1 ½"
15	TOT MUSHROOM DOME	1	5	1"
16	AQUAVATOR	1	--	--
17	DRAIN BOX	3	--	--

SPLASH PAD AREA: 3607 SQ. FT.
APRON AREA: 1887 SQ. FT.
TOTAL AREA: 5494 SQ. FT.
TOTAL FEATURE FLOW RATE: 183 GPM

*TO BE PAIRED IN GROUPS OF 2. 1 ½" LINE FROM
MANIFOLD W/ 1" TEE TO EACH FEATURE.

PRELIMINARY
FOR BID ONLY

NOT FOR
CONSTRUCTION

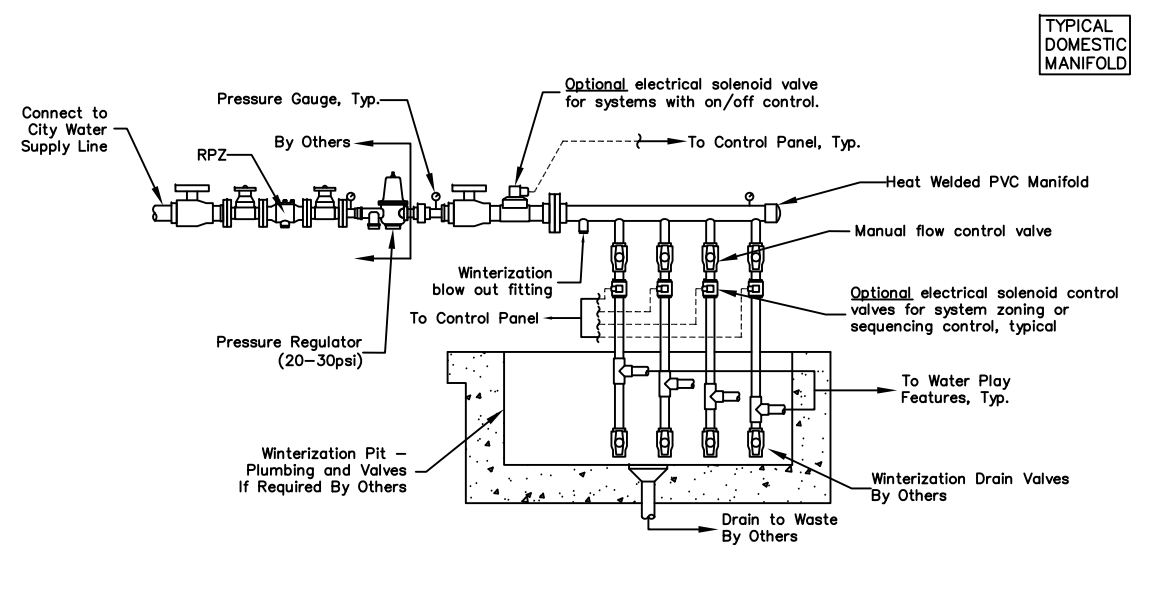
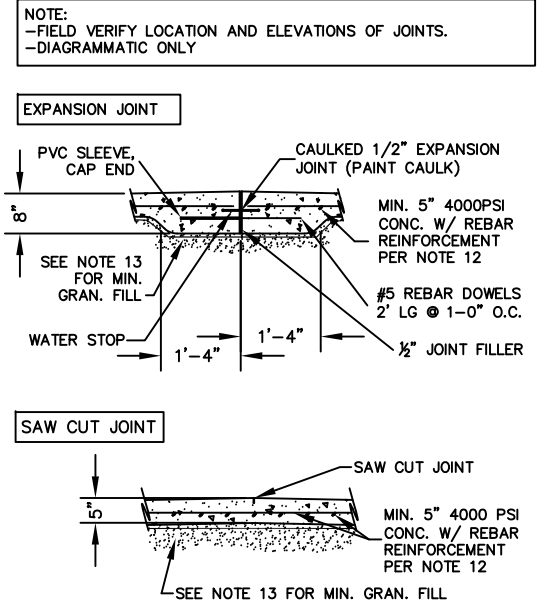
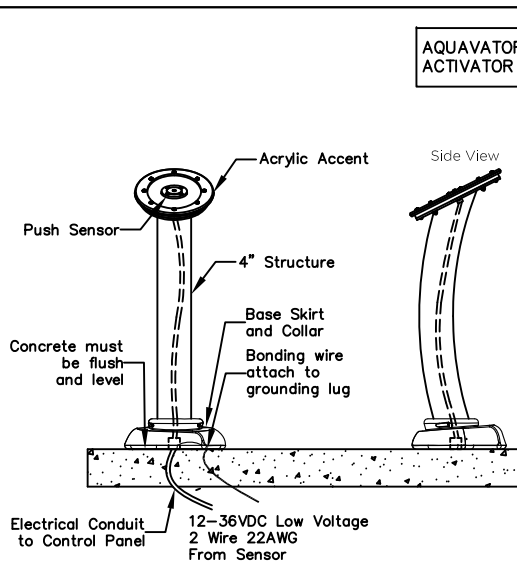
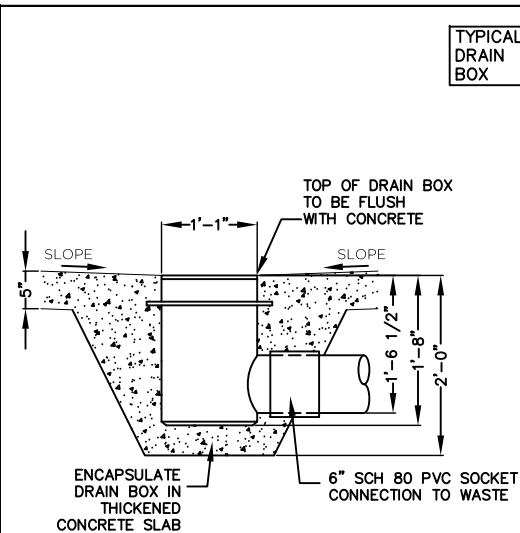
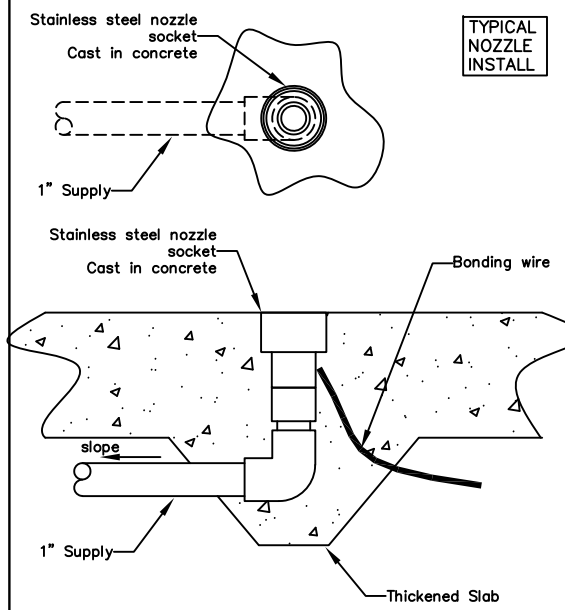
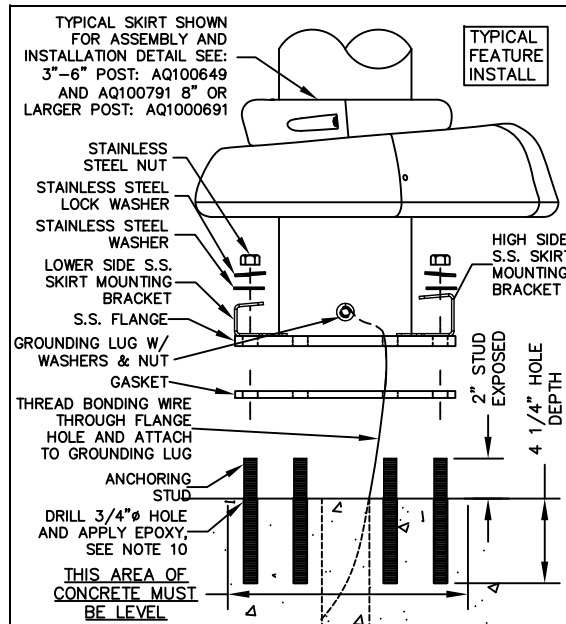
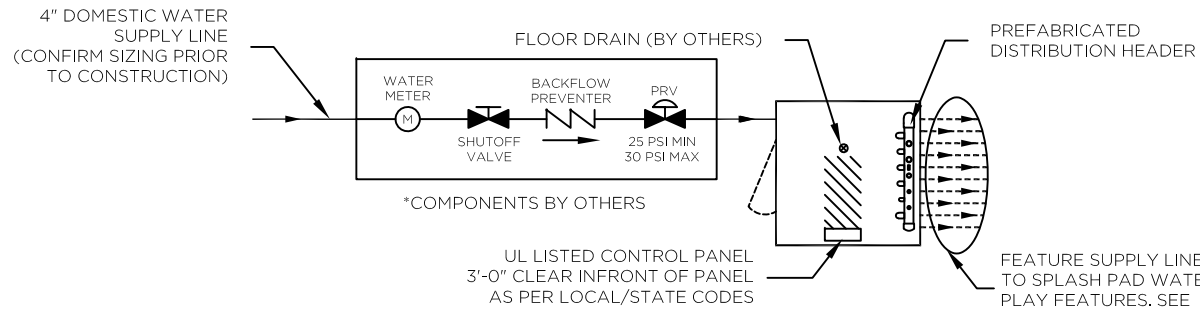


1 OF 2				JOB NO. 1181640-01-05			
NOT TO SCALE				SCALE	SHEET TITLE		
RB				DRAWN	CHECKED	PROPOSED SPLASH PAD SCHEMATIC LAYOUT	
DATE				DWG. FILE	12/6/24		
JOB TITLE				HERITAGE VILLAGE SPLASH PAD			
LOCATION				INNER GROVE HEIGHTS, MN			
1101 MCQUELEY PARKWAY DELANO, MN 55328 877-882-0503 Local 882-445-5135 equatics@equatics.com				NO. REVISION			
©2024 Equatics, Inc. All rights reserved. Equatics is a registered trademark of Equatics, Inc.				DATE			

1. ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
2. SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'-0" FOR TOP OF DRAIN BOX. ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT POINT.
3. REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
4. ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
5. THE INTENT OF A SPLASH PAD IS TO BE A DRY DECK WITH NO STANDING WATER. THE WATER IS TO BE CONTAINED WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL WATER IS TO DRAIN INTO THE DRAIN BOXES. THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE THIS DRAIN PATTERN.
6. ALL TREATED SPLASH PAD WATER IS INTENDED TO REMAIN WITHIN DESIGNATED SPLASH PAD DECK. UNDER NO CIRCUMSTANCES SHOULD SLOPE OF SPLASH PAD ALLOW WATER TO DRAIN OFF PAD.
7. UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING HARDSCAPE AREA BE SLOPED TO ALLOW WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
8. ALL CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH.
9. EXPANSION JOINT TO BE EVERY 20'x20'. SAW CUT JOINT TO BE EVERY 10'x10'. COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS.
10. DRAWINGS ARE FOR DESIGN/LAYOUT PURPOSES ONLY. PLEASE SEE AQUATIX BY LANDSCAPE STRUCTURES FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
11. _____ INDICATES SPLASH ZONE.
12. SPLASH ZONES ARE APPROXIMATE. ACTUAL SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DEPTH AND WIND.
13. DRAWINGS ARE SCHEMATIC ONLY.
14. 18" OF GRANULAR FILL RECOMMENDED, OR AS SOIL CONDITIONS AND/OR LOCAL CODE REQUIRE WITH A MINIMUM OF 2500 PSF SOIL BEARING CAPACITY
15. THERE IS TO BE A MINIMUM OF 6" OF GRANULAR FILL AROUND ALL PIPING
16. CONCRETE REINFORCEMENT TO BE #4 REBAR @12" O.C. EACH WAY OR EQUIVALENT WELDED WIRE ME (W6 ON 4"x4" SPACING OR W10 ON 6"x6" SPACING)
17. CONCRETE TO BE THICKENED AT ALL PRODUCT INSTALLATION LOCATIONS (BOTH EMBED AND ABOVE GROUND STRUCTURES). REFER TO INSTALLATION DRAWINGS FOR EACH PRODUCT.
18. SCHEDULE 80 PVC TO BE UTILIZED FOR ALL SPLASH PAD MECHANICAL SYSTEM PIPING.
19. LEVEL MOUNTING AREA REQUIRED FOR ALL PRODUCTS
20. RECOMMENDED POOL WATER DEPTHS:
 - DO NOT EXCEED 6" WATER DEPTH ON GROUND SPRAYS AND STRUCTURES UP TO 24" TALL
 - DO NOT EXCEED 12" WATER DEPTH ON STRUCTURES UP TO 48" TALL
 - DO NOT EXCEED 18" WATER DEPTH ON STRUCTURES TALLER THAN 48"
 - DO NOT EXCEED 12" WATER DEPTH ON MULTI LEVEL PLATFORMS . NO WATER SPRAY OR CRAWL TUNNEL TO BE UNDERWATER.

NOT FOR
CONSTRUCTION

****LOCATION TO BE DETERMINED****



Minnesota State Contract Pricing



PROJECT INFORMATION

Project name	Heritage Village Splash
Address	4321 65th St E
City, State ZIP	Inver Grove Heights, MN 55076
Contract Year	2025

EQUIPMENT INFORMATION & PRICING

Qty	Item No.	Description	Price	Ext Price
WATER PLAY FEATURES:				
1		1 HydroHelix AQ200287	\$22,026.90	\$22,026.90
2		2 RippleRun Small Rung- SS AQ100867	\$9,333.00	\$18,666.00
1		1 SplashPack Frog AQ100970	\$14,167.80	\$14,167.80
2		2 TotPack Turtle AQ101113	\$4,044.30	\$8,088.60
1		1 WellSpring w/Acrylic AQ100851	\$7,803.00	\$7,803.00
1		1 AquaLogs- GFRC 298705	\$23,194.80	\$23,194.80
2		2 Crown Jet- SS AQ101167	\$785.40	\$1,570.80
2		2 Jr. Water jewel - SS AQ101165	\$785.40	\$1,570.80
2		2 Sea Crawler- SS AQ101160	\$785.40	\$1,570.80
4		4 Stream Jet - SS AQ101159	\$785.40	\$3,141.60
4		4 Triple Arch Jet - SS AQ101158	\$785.40	\$3,141.60
4		4 Triple Mist Nozzle AQ101156	\$999.60	\$3,998.40
1		1 Reeds- SS AQ101233 \$20,460.00	\$15,861.00	\$15,861.00
1		1 Tall Pine Bucket Shower 293248	\$17,646.00	\$17,646.00
1		1 Tot Mushroom Dome - SS AQ101216	\$5,263.20	\$5,263.20
Total Water Play Features Cost at State Contract Pricing				\$147,711.30

MECHANICAL COMPONENTS OF DOMESTIC WATER SYSTEM:

1	Aquavator		
1	Control Panel - Sequencing		
3	Drain Box		
1	Distribution Manifold- SS - Sequencing		
Total Mechanical Components Cost at State Contract Pricing			\$47,533.02

SERVICES:

1	Design & Construction drawings	\$4,096.32	\$4,096.32
1	Sealed Engineer Stamp	\$2,560.20	\$2,560.20
1	System Startup and Training	\$766.02	\$766.02
Total Services Cost at State Contract Pricing			\$7,422.54
Total Equipment and Services at State Contract Pricing			\$202,666.86



Please Make PO's & Contracts Out To:

Bill To:	Please Remit Payment To:
City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Landscape Structures, Inc. SDS 12-0395 PO Box 86 Minneapolis, MN 55486-0395

[illegible]

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Page 1 of 2

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- Permits of Any Kind

Force Majeure: In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, tornado or like acts of God, wars, civil commotion, explosion, acts of public enemy, embargo, acts of the government, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of Flagship Recreation, Flagship Recreation, upon giving prompt notice to the Customer, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the Customer shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that Flagship Recreation so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

Material Cost Escalation: If, during the performance of this contract, the cost of materials significantly increases, through no fault of Flagship Recreation, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 5% experienced by contractor from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Acceptance of Quotation:

Accepted By (Print) Adam Lares	PO#:
Signature:	Email: alares@ighmn.gov
Title:	Phone:
Date:	Purchase Amount: \$192,098.73



Date 1/16/2025
 Expires 1/31/2025
 Quote: City of Inver Grove Heights
 Contact: Adam Lares
 Phone: 651-450-2587
 Email: alares@ighmn.gov



Ship To:

Heritage Village Splash
 4321 65th St E
 Inver Grove Heights, MN 55076

Please Make PO's & Contracts Out To:

Flagship Recreation
 11123 Upper 33rd St. N
 Lake Elmo, MN 55042

Bill To:

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

Please Remit Payment To:

Flagship Recreation
 11123 Upper 33rd St. N
 Lake Elmo, MN 55042

We are pleased to submit this proposal to supply the following products/services:

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
		Design - Heritage Village Splash		
1	PERMIT	State Health Dept. (Pool Permit Application)	Per Quote	\$3,125.00
1	MOB	Mobilization	\$750.00	\$750.00
1	DUMPSTER	Dumpster - Disposal / Equipment Packing (30 Yard)	\$750.00	\$750.00
0	SITE WORK	Excavation (new pad)		By Owner
		BY OTHERS - Site grading to be within 1" of final grade.		
1	INSTALL	Equipment Installation (Man Hours & Concrete for Footings)	Per Quote	\$147,846.87
		Full professional installation. Domestic water supply with backflow prevention and pressure reduction to be provided within Mechanical Room by Others (See Equipment Room Detail on Plan Sheet). Waste water connection/ retention water connection to be stubbed within 10' of pad by Others. Installed water lines to exit existing building through wall for maintenance access.		
3607	WET PAD	Wet Pad (5" Thick)	Per Quote	\$103,089.77
		5" Thick Wet Pad with rebar per specification. Includes bedding. Site to be within 1" of final grade. If further excavation is needed, a change order will be required.		
1,887	DRY APRON	Dry Apron (4" Thick)	Per Quote	\$51,855.15
		4" Thick Gray Concrete with Broom Finish. Includes bedding. Site to be within 1" of final grade. If further excavation is needed, a change order will be required.		
3607	SURFACING	Rubber Water Play Surfacing (Sq. Ft.)	Per Quote	\$130,763.47
		Non-Porous Binder and application to Wet Pad Area.		
0	SECURITY	Site Security		By Owner
0	RESTORE	Restoration		By Owner
			Subtotal	\$438,180.26
			Freight	\$0.00
			Sales Tax	Tax Exempt Cert
			Total	\$438,180.26

Quotes from Flagship Recreation. are subject to current Landscape Structures, Inc. policies as well as Terms & Conditions, Inclusions & Exclusions outlined below unless noted otherwise on this quote. Changes are subject to price adjustment. Sales tax, if applicable, will be applied unless a tax-exempt certificate is provided at the time of order entry. Customer deposits, if required, must be received before orders will be entered & installation scheduled. Purchases in excess of \$1,000.00 must be supported by a formal Purchase Order made out to Flagship Recreation

State Contract #218091

***Terms: Net 30 days; 1.5% finance charge on balances over 30 days**

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope (This Section For Quotes Including Installation)

Inclusions:

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Force Majeure: In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, tornado or like acts of God, wars, civil commotion, explosion, acts of public enemy, embargo, acts of the government, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of Flagship Recreation, Flagship Recreation, upon giving prompt notice to the Customer, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the Customer shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that Flagship Recreation so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

Material Cost Escalation: If, during the performance of this contract, the cost of materials significantly increases, through no fault of Flagship Recreation, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 5% experienced by contractor from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Acceptance of Quotation:

Accepted By (Print)	Adam Lares	PO#:	
Signature:		Email:	alares@ighmn.gov
Title:		Phone:	
Date:		Purchase Amount:	\$438,180.26





Request for Council Action

SUBJECT: Purchase of Southern Lakes Park and Veterans Memorial Community Center Playground Replacements

MEETING DATE: January 27, 2025
ITEM TYPE: Regular Business
CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Council is asked to authorize the purchase of playground replacements for Southern Lakes Park and Veterans Memorial Community Center Park, including the expansion of play containers, in the total amount of \$450,000 through Flagship Recreation and MWP Recreation.

BACKGROUND

In the fall of 2024, staff initiated preparations for two playground replacement projects - one at Southern Lakes Park and one at the Veterans Memorial Community Center (VMCC) park. Both projects are included in the City's adopted Capital Improvement Plan (CIP) for 2025 and budgeted for within the Parks Capital Replacement Fund. The total approved budget to replace both play structures is \$450,000. The designs for both playgrounds were developed through extensive community and staff engagement processes.

Community engagement efforts included a public survey shared via the City's social media platforms and website, as well as two open houses hosted onsite at the respective parks. At Southern Lakes Park, residents provided valuable feedback during the open house, which led to a redesign of the playground concepts to better align with community needs while staying within the available budget. The updated concepts provide enhanced play options and align with the priorities identified through community input. The playground containers at each site will be expanded to accommodate the new, larger structures. At Southern Lakes Park, the monument signage will be relocated, and a portion of the trail will be shortened to accommodate the larger play container. All these adjustments are included within the approved budget.

To achieve additional cost savings, parks staff will handle the removal of the existing play structures and wood fiber surfacing. This effort results in substantial savings, ensuring the projects remain within the allocated budget while delivering improved amenities for the community.

At the January work session of the Park & Rec Advisory Commission (PRAC), staff presented the final designs. Following a thorough review and discussion, PRAC is recommending approval of the playground replacements as shown on the attached concept designs. It is recommended that the Southern Lakes Park playground be purchased through Flagship Recreation, using equipment manufactured by Landscape Structures Inc. (LSI), and that the VMCC playground be purchased through MWP Recreation, using equipment manufactured by GameTime. Both vendors are on the state contract.

Timeline

If approved, the timeline for both playground installations will depend on spring weather conditions. Being a neighborhood park with fewer scheduling conflicts, Southern Lakes Park is expected to see installation in late spring or early summer. In contrast, the VMCC Park project will need to avoid disruptions to the heavily utilized Kids R.O.C.K. program, which relies on the existing playground during the summer.

For the VMCC Park, the plan is to begin installation in early May. However, if weather delays occur and push the timeline into the summer, the installation would likely be postponed until fall to minimize disruption to summer activities. Each park will likely require a 2–3 week closure during installation, and staff aim to avoid impacting the high usage of the VMCC site during its peak season.

FISCAL IMPACT

In the approved 2025 Parks Capital Improvement Plan (CIP), the combined budget for these two playground replacement projects is \$450,000. Based on vendor quotes—both of which utilize the State's Cooperative Purchasing Venture (CPV) program, authorized by state statute—municipalities can work directly with pre-approved vendors whose services and equipment have already been competitively bid. The total amount for both playgrounds is \$402,845.96.

The remaining funds will be used to expand and modify both playground containers and curbing at each site to accommodate the larger, updated play areas. These adjustments ensure the playgrounds are appropriately scaled and meet the needs of the community while remaining within the approved budget.

Items	Cost
Southern Lakes Playground	\$132,795.96
VMCC Playground	\$ 270,050.00
Play Container Expansion	\$47,154.04
TOTAL	\$450,000.00

RECOMMENDATION

Staff recommends that the Council authorize proceeding with the purchase of playground replacements for both Southern Lakes and Veteran Memorial Community Center Parks through Flagship Recreation and MWP Recreation.

ATTACHMENTS

1. Final Concept Design, Site Layout and Price Quote for Southern Lakes Playground
2. Final Concept Design & Site Layout for VMCC Playground Replacement
3. Price Quote from MWP for VMCC Playground Replacement



Southern Lakes Park

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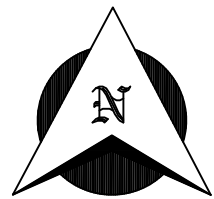


Southern Lakes Park

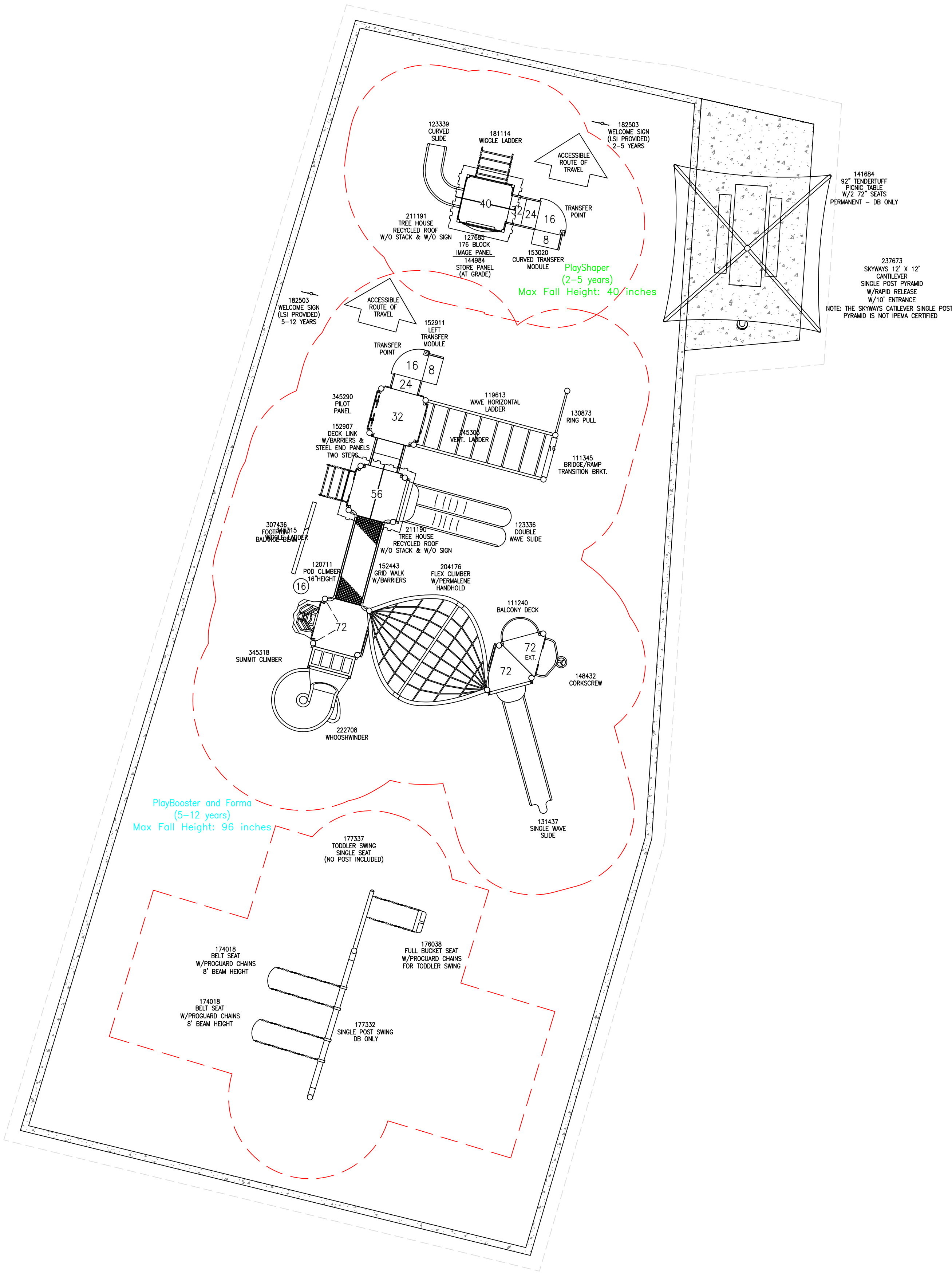
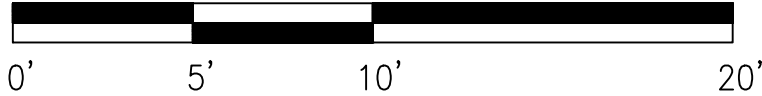
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SCALE IN FEET:



CONTAINER DETAILS

TOTAL CONTAINER AREA	3052 SF
ASTM SAFETY SURFACING TYPE	ENGINEERED WOOD FIBER
TOTAL EWF AREA	3052 SF
FALL HEIGHT	103 INCHES
TOTAL FLATWORK	155 SF
TOTAL PERIMETER	245 LF
EDGING TYPE	6" x 12" CONCRETE CURB
FINISH GRADE	TOP OF CURB

- **SITE PREPARATION REQUIREMENTS:**
- MAXIMUM OF 1% GRADE CHANGE ACROSS CONTAINER
 - NO PRE-INSTALLED DRAIN TILE OUTSIDE OF 4 FEET OF PERIMETER
 - DRAIN TILE STUB TO BE PROVIDED IF DRAIN TILE IS REQUIRED
 - NO DRAINAGE AGGREGATE PRE-INSTALLED
 - NO FABRIC PRE-INSTALLED
 - MINIMUM CONTAINER SIZE NEEDED DENOTES THE INSIDE OF CURB DIMENSION

2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	3		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	3	REQUIRED	2
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	2	REQUIRED	1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	2	REQUIRED	2

5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	10		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	7	REQUIRED	5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	5	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3



FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM
@FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGE RANGES AS NOTED
ON PLAN.

Southern Lakes Park
Revised Design

10810 Alison Way
Inver Grove Heights, MN 55077

SALES
REPRESENTATIVE:
Emily Maloney

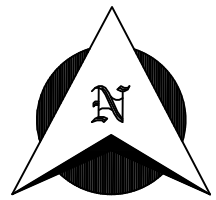
DESIGNED BY:
JLZT
1/16/25

3/16" = 1'-0"

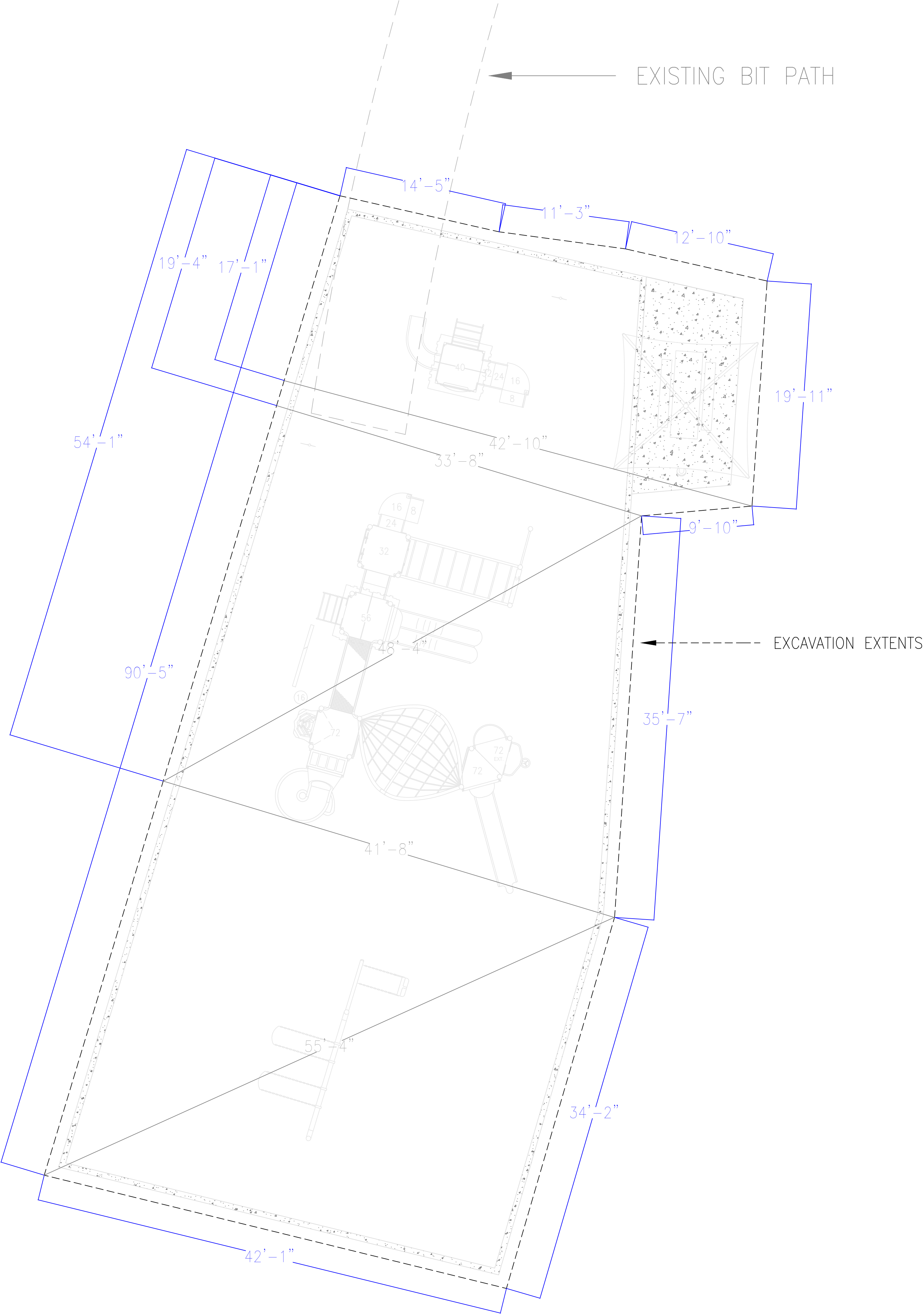
SHEET

LS101

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SCALE IN FEET:



FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM
@FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGE RANGES AS NOTED
ON PLAN.

Southern Lakes Park SUBGRADE PREPARATION

10810 Alison Way
Inver Grove Heights, MN 55077

SALES
REPRESENTATIVE:
Emily Maloney

DESIGNED BY:
JLZT
1/16/25

3/16" = 1'-0"

SHEET

LG101

State Contract #218091



PROJECT INFORMATION

Project name	Southern Lakes Park 01-16-25
Address	10810 Alison Way
City, State ZIP	Inver Grove Heights, MN 55077
Contract Year	2025

EQUIPMENT INFORMATION & PRICING

<u>Qty</u>	<u>Item No.</u>	<u>Description</u>		<u>Price</u>		<u>Ext Price</u>
3	111228A	Square Tenderdeck	\$	1,403.00	\$	4,209.00
1	111231A	Triangular Tenderdeck	\$	1,081.00	\$	1,081.00
1	111237A	Square Tenderdeck	\$	1,066.00	\$	1,066.00
1	111240A	Balcony Deck	\$	1,754.00	\$	1,754.00
1	111345A	Bridge/Ramp Transition Bracket	\$	403.00	\$	403.00
4	111396C	129"Post For Roof DB	\$	423.00	\$	1,692.00
4	111403C	166"Alum Post For Roof DB	\$	571.00	\$	2,284.00
4	111404A	148"Alum Post DB	\$	541.00	\$	2,164.00
2	111404D	124"Alum Post DB	\$	485.00	\$	970.00
1	111404E	116"Alum Post DB	\$	423.00	\$	423.00
4	111404F	108"Alum Post DB	\$	403.00	\$	1,612.00
2	111404M	148"Steel Post DB	\$	485.00	\$	970.00
2	111404W	156"Steel Post DB	\$	566.00	\$	1,132.00
1	119613A	Wave Horizontal Ladder	\$	1,821.00	\$	1,821.00
1	119646A	Tri-Deck Extension	\$	1,051.00	\$	1,051.00
1	123336A	Double Wave Slide 56"Dk DB	\$	3,692.00	\$	3,692.00
1	123339A	Curved Slide 40"Dk DB	\$	2,229.00	\$	2,229.00
1	127685A	Image Panel - 176 Block Above Deck	\$	1,749.00	\$	1,749.00
1	130873A	Ring Pull	\$	898.00	\$	898.00
1	131437A	Single Wave Slide 72"Dk DB	\$	3,218.00	\$	3,218.00
1	144984A	Storefront Panel	\$	571.00	\$	571.00
1	148432B	Corkscrew Perm Handholds 72"Dk DB	\$	1,760.00	\$	1,760.00
1	152443A	Grid Walk w/Barriers	\$	4,733.00	\$	4,733.00
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps	\$	2,800.00	\$	2,800.00
1	152911A	Curved Transfer Module Left 32"Dk DB	\$	3,239.00	\$	3,239.00
1	153020B	Curved Transfer Module 40"Dk Left DB	\$	3,443.00	\$	3,443.00
1	181114B	Wiggle Ladder 40"Dk DB	\$	969.00	\$	969.00
1	204176A	Flex Climber w/Permalene Handhold Equal Decks 72"Dk	\$	11,541.00	\$	11,541.00
1	211190D	Tree House Roof w/o Stack and w/o Kids Only sign	\$	4,243.00	\$	4,243.00

1 211191D	Tree House Roof w/o Stack and w/o Kids Only sign	\$	4,243.00	\$	4,243.00
1 222708A	WhooshWinder Slide 72"Dk DB	\$	6,895.00	\$	6,895.00
1 307436A	Footprint Balance Beam DB	\$	597.00	\$	597.00
1 345290A	Pilot Panel Above Deck	\$	1,530.00	\$	1,530.00
1 345305A	Vertical Ladder 32"Dk DB	\$	1,040.00	\$	1,040.00
1 345315D	Wiggle Ladder 56"Dk DB	\$	1,117.00	\$	1,117.00
1 345318A	Summit Climber 1 Sides 72"Dk DB	\$	1,882.00	\$	1,882.00
1 120711A	Pod Climber 16" DB	\$	383.00	\$	383.00
1 141684F	Tendertuff Picnic Table 92"Table 72"Seat Permanent	\$	1,897.00	\$	1,897.00
2 174018A	Belt Seat ProGuard Chains for 8' Beam Height	\$	168.00	\$	336.00
1 176038G	Full Bucket Seat ProGuard Chains for Toddler Swing	\$	469.00	\$	469.00
1 177332A	Single Post Swing Frame 8' Beam Height Only	\$	1,663.00	\$	1,663.00
1 177337A	Toddler Swing Add-On Beam	\$	683.00	\$	683.00
1 237673F	SkyWays Cantilever Single Post Pyramid 12'x12' Shade 10' En	\$	7,941.00	\$	7,941.00
1 182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	\$	-	\$	-
1 182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	\$	-	\$	-

Total Equipment Cost at State Contract Pricing

\$ 98,393.00

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Page 1 of 2

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope *(This Section For Quotes Including Installation)*

Inclusions:

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
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- Assembly of Play Equipment
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- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	Brian Swoboda, Parks Superintendent
Signature:	Date:
Purchase Amount: \$94,441.56	



[illegible]

Page 1 of 2

Terms & Conditions

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- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	
Signature:	Date:
Purchase Amount: \$38,354.40	

EQUIPMENT COLOR SIGN OFF
Southern Lakes Park 01-16-25



Please sign below if you approve of the colors represented in the photo above.

Colors
As Shown

Customer Signature: _____

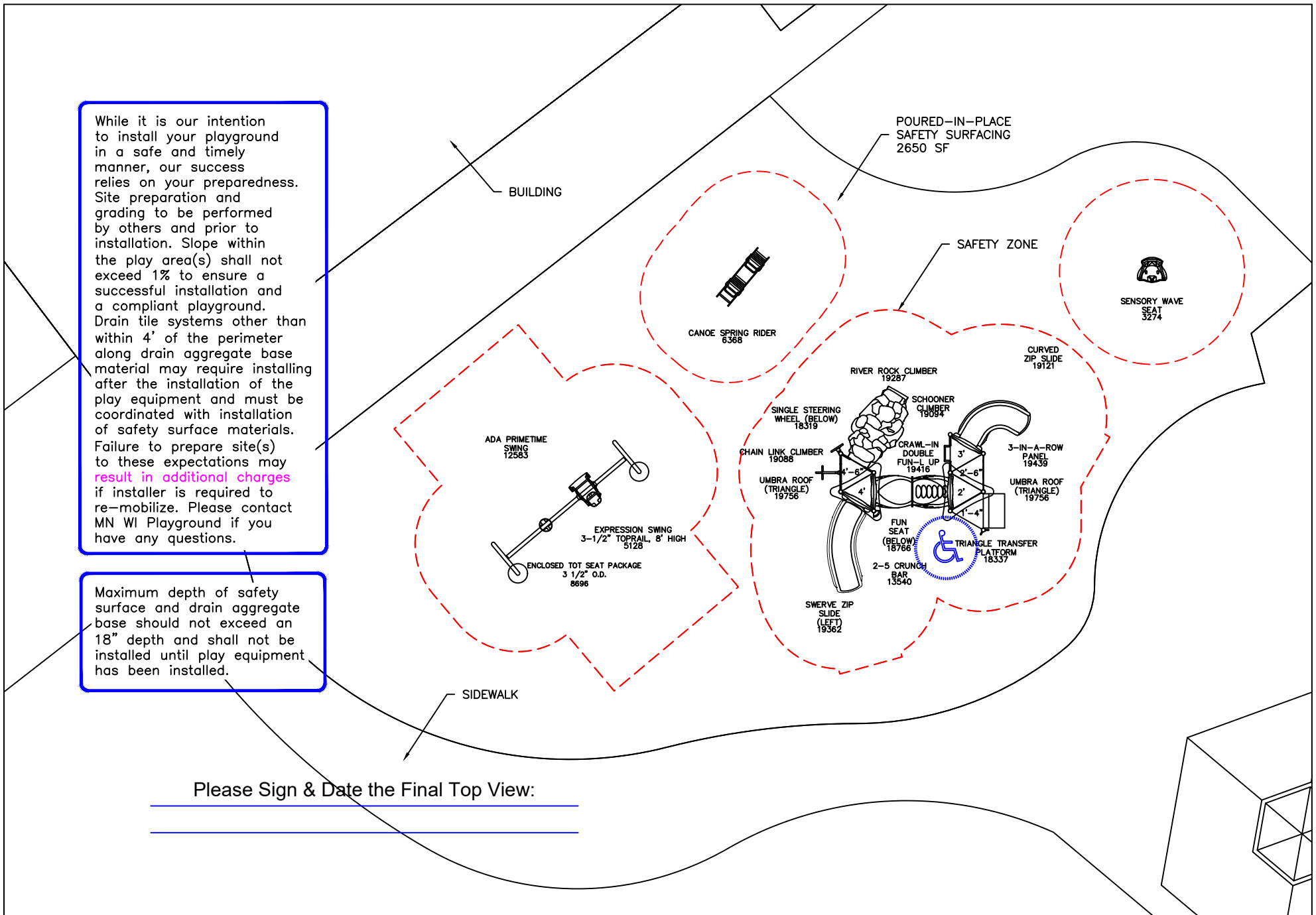
Date: _____



While it is our intention to install your playground in a safe and timely manner, our success relies on your preparedness. Site preparation and grading to be performed by others and prior to installation. Slope within the play area(s) shall not exceed 1% to ensure a successful installation and a compliant playground. Drain tile systems other than within 4' of the perimeter along drain aggregate base material may require installing after the installation of the play equipment and must be coordinated with installation of safety surface materials. Failure to prepare site(s) to these expectations may **result in additional charges** if installer is required to re-mobilize. Please contact MN WI Playground if you have any questions.

Maximum depth of safety surface and drain aggregate base should not exceed an 18" depth and shall not be installed until play equipment has been installed.

Please Sign & Date the Final Top View:



SCALE: 1" = 10'-0"

THIS PRINT IS THE PROPERTY OF MINNESOTA WISCONSIN PLAYGROUND INC. AND IS NOT TO BE USED, COPIED OR REPRODUCED WITHOUT THEIR EXPRESSED WRITTEN PERMISSION.

Mfg. By:



Sold & Distributed By:



P.O. Box 27328, Golden Valley, MN 55427
763-546-7787 1-800-622-5425
Fax 763-546-5050
E-Mail info@mwprecreation.com

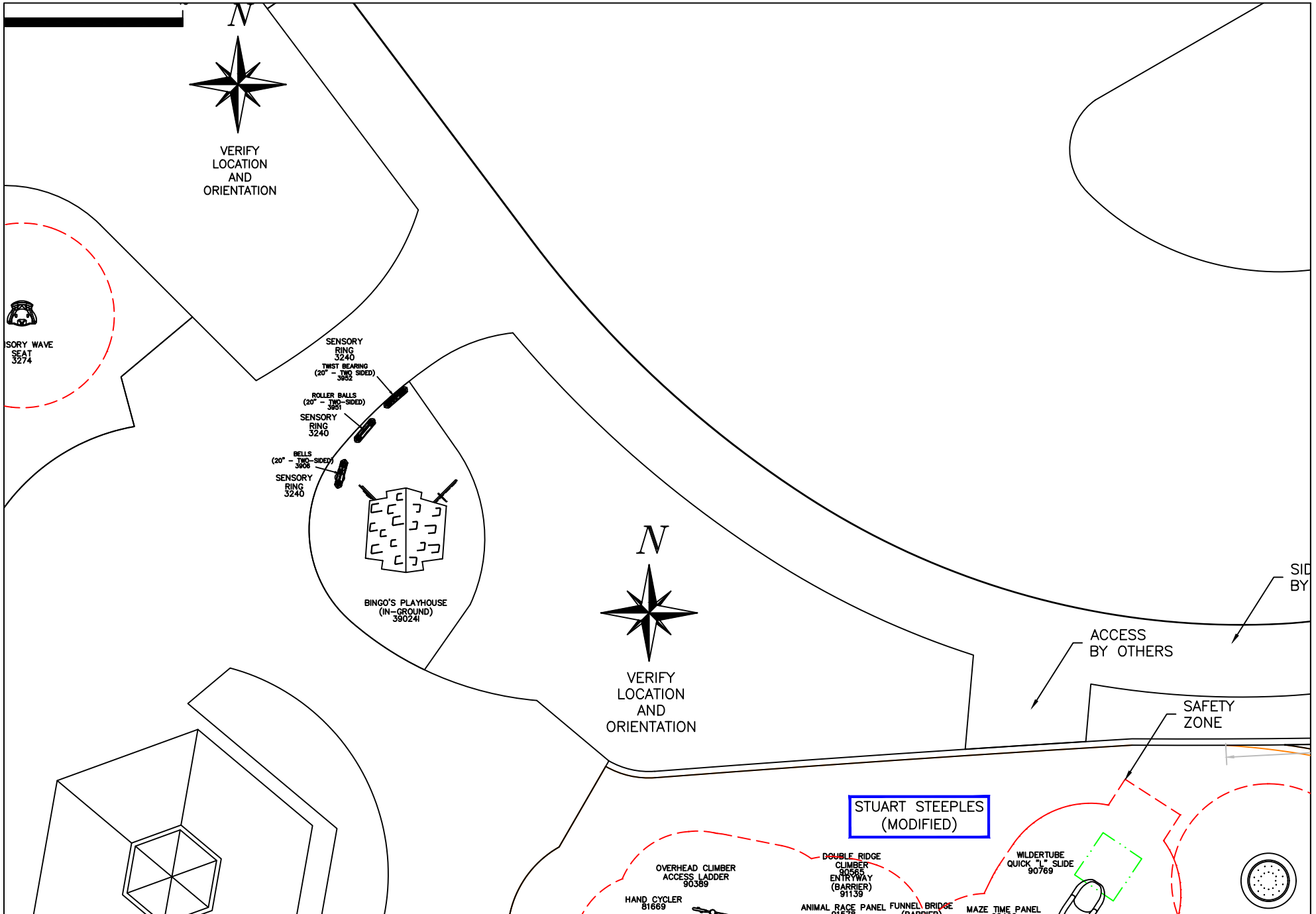
THIS PLAN REQUIRES A FINISHED GRADE RESOLUTION

Veterans Community Park

Inver Grove Heights, MN

1-3-25

DWG. D12327RR4





A PLAYCORE Company



VETERANS MEMORIAL COMMUNITY PARK
Inver Grove Heights, MN D12327RR4C



Images are a representation only.
Actual product may vary.

Uprights: Sky Blue
Accent: Spring Green
HDPE: Blue
2 Color HDPE: Spring Green/White
Roto Plastic: Orange
Tube: Orange
Rock: Deep Granite
Decks: Gray



VETERANS MEMORIAL COMMUNITY PARK
Inver Grove Heights, MN D12327RR4C





A PLAYCORE Company



VETERANS MEMORIAL COMMUNITY PARK
Inver Grove Heights, MN D12327RR4C



Images are a representation only.
Actual product may vary.



VETERANS MEMORIAL COMMUNITY PARK
Inver Grove Heights, MN D12327RR4C





VETERANS MEMORIAL COMMUNITY PARK
Inver Grove Heights, MN D12327RR4C





A PLAYCORE Company



VETERANS MEMORIAL COMMUNITY PARK
Inver Grove Heights, MN D12327RR4C



Images are a representation only.
Actual product may vary.



VETERANS MEMORIAL COMMUNITY PARK
Inver Grove Heights, MN D12327RR4C





A PLAYCORE company



VETERANS MEMORIAL COMMUNITY PARK
Inver Grove Heights, MN D12327RR4C



Images are a representation only.
Actual product may vary.



VETERANS MEMORIAL COMMUNITY PARK
Inver Grove Heights, MN D12327RR4C





MWP Recreation
4800 Olson Memorial Hwy, Suite 130 Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787 | harlan@mwprecreation.com

01/20/2025
Quote #
105215-01-20

CONSULTANT: HARLAN LEHMAN

Veterans Memorial Community Center Park - Inver Grove Heights, MN - D12327RR5- M

City of Inver Grove Heights
Attn: Adam Lares
8168 Barbara Ave
Inver Grove Heights, MN 55077
United States
Phone: 651-450-2587
alares@ighmn.gov

Ship to Zip 55077

Quantity	Part #	Description
1	RDU	GameTime - Stuart Steeples (Modified) - Ages (5-12) - PS22005
		(6) 80000 -- 49" Sq Punched Steel Deck
		(1) 80688 -- 2' Tri Transfer Platform
		(1) 81574 -- Criss-Cross Loop Ladder
		(1) 81669 -- Hand Cyclor
		(1) 81670 -- Crunch Bar
		(1) 81680 -- Single Seat
		(1) 81691 -- Single Steering Wheel
		(1) 81699 -- Bongos
		(3) 90216 -- Rung Enclosure W/Barrier, Above Dk
		(1) 90226 -- Decorative Panel Thundering, Above Dk
		(1) 90266 -- 8' Upright, Alum
		(6) 90268 -- 10' Upright, Alum
		(1) 90270 -- 12' Upright, Alum
		(6) 90272 -- 14' Upright, Alum
		(1) 90306 -- Climber Archway W/Socket & Barrier
		(1) 90317 -- Toad Stool Climber
		(3) 90389 -- 2'-0" Overhead Climber Access Ladder
		(1) 90401 -- Std Funnel Bridge, 2 Dk Span Barrier
		(1) 90466 -- Maze Panel, Above Dk
		(1) 90472 -- Count & Spell Pnl (2 Color), Above Dk
		(1) 90565 -- Dbl Ridge Climb(7'-0", 7'-6", & 8'-0")
		(1) 90598 -- Hour Glass Climber
		(1) 90608 -- Challenge Canyon Bridge
		(1) 90670 -- Spiral Step Climber (6'-0")
		(1) 90769 -- 8' Wildertube Quick 'L'
		(2) 90790 -- Sloped Funnel Climber Barrier (Dbl)





CONSULTANT: HARLAN LEHMAN

Veterans Memorial Community Center Park - Inver Grove Heights, MN - D12327RR5- M

Quantity	Part #	Description
		(1) 90848 -- 2 dk span Net Wall Link
		(2) 91139 -- Entryway - Barrier
		(2) 91143 -- Challenge Canyon Entryway - Barrier
		(1) 91146 -- Entryway - Guardrail
		(2) 91334 -- Climber Offset Entryway (Barrier)
		(1) 91378 -- PS S Wave Up & On LNK (4'-4'6")
		(2) 91457 -- Sensory Wave Entryway
		(1) 91562 -- Flower Spinner Panel Below Deck
		(1) 91578 -- Animal Race Panel
		(1) 91607 -- Door Way Panel with Buttercups
		(1) 91767 -- Altus X Tower Tube To Right
		(1) 91770 -- Altus X2 Tower Spiral Slide
		(1) 91808 -- Altus Spire 10' - Slide Right
		(1) 91810 -- Altus Spire 12' - Slide Left
		(1) G90268 -- 10' Upright, Galv
		(4) G90272 -- 14' Upright, Galv
		(8) G90273 -- 15' Upright, Galv
1	RDU	GameTime - Primetime ADA Swing Set, Ages 5-12
		(2) 8910 -- Belt Seat 3 1/2"Od(8910)
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od
		(1) 5152 -- Pt Solo Add-A-Bay 3 1/2" X 8'
		(1) 8552 -- 3 1/2" Zero-G Chair (5-12)-Galv Chain
1	RDU	GameTime - Gibber Jabber(PT21003), Ages 2-5
		(1) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'
		(2) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'
		(1) 12026 -- 3 1/2" Uprt Ass'Y Alum 11'
		(3) 12068 -- 3 1/2"Uprt Ass'Y Alum 13'
		(3) 12077 -- 3 1/2" Uprt Ass'Y Alum 15'
		(1) 13540 -- Crunch Bar
		(5) 18201 -- 36" Tri Punched Deck P/T
		(1) 18319 -- Single Steering Wheel
		(1) 18337 -- 36" Tri Transfer Platform



CONSULTANT: HARLAN LEHMAN

Veterans Memorial Community Center Park - Inver Grove Heights, MN - D12327RR5- M

Quantity	Part #	Description
		(1) 18766 -- Fun Seat 36"
		(1) 19088 -- Chain Link (4' & 4'6")
		(1) 19094 -- Schooner (2'-6" & 3')
		(1) 19121 -- Curved Zip Slide
		(1) 19287 -- River Rock Climber
		(1) 19362 -- 3'-6"/4'-0" Zip Swerve Slide Left
		(1) 19416 -- Crawl-In Double Fun-L Up
		(1) 19439 -- 3 in a Row Panel
		(2) 19756 -- Umbra Triangle Roof
		(6) 19762 -- Umbra Roof Plug
1	RDU	GameTime - Primetime ADA Swing Set, Ages 2-5
		(2) 8696 -- Encl Seat 3 1/2"(8696)
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od
1	6252	GameTime - Wrinkle Wall (7 Panel)
1	6368	GameTime - Canoe Two-Person Spring Rider
1	3274	GameTime - Sensory Wave Seat
1	RDU	GameTime - Sensor Rings
		(3) 3240 -- Sensory Ring
		(1) 3952 -- Twist Bearing 20" 2S
		(1) 3906 -- Bells 20" 2S
		(1) 3951 -- Roller Balls 20" 2S
1	39024I	GameTime - Bingo's Playhouse
1	178749	GameTime - Owner's Kit
6	161292	GameTime - Wear Mat 36" x 36"
1	EWFLGE-12L	EWFLGE - Engineered Wood Fiber Safety Surfacing- 360 CY 12" depth
		Total \$223,065.63

Comments

Owner is responsible for removal of existing safety surfacing
Owner is responsible for removal of existing play equipment
Owner is responsible for accepting delivery of play equipment
Owner is responsible for flat and level grade of site
Owner is responsible for backfilling and compacting of existing footings as needed
Owner is responsible for providing an adequate border to contain safety surfacing





CONSULTANT: HARLAN LEHMAN

Veterans Memorial Community Center Park - Inver Grove Heights, MN - D12327RR5- M

This quotation is subject to current MWP Recreation (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by MWP will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, MWP Recreation (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product) and attainability of raw materials. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.

This quotation is subject to policies in the current GameTime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime, c/o MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and GameTime, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by GameTime will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

Pricing: f.o.b. factory, firm for 15 days from date of quotation. If placing an order after expiration of quote, please contact our office for updated pricing. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.

GameTime Standard Product Shipment: order shall ship within ten to twelve weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, if required, and receipt of deposit, if required. Receipt of anything other than what is stated herein will not constitute an order and therefore no materials will be placed into production nor installation, if required, will be scheduled.





MWP Recreation
4800 Olson Memorial Hwy, Suite 130 Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787 | harlan@mwprecreation.com

01/20/2025
Quote #
105215-01-20

CONSULTANT: HARLAN LEHMAN

Veterans Memorial Community Center Park - Inver Grove Heights, MN - D12327RR5- M

EWf Shipment: order shall deliver within 14 - 21 days after our receipt and acceptance of your purchase order as well as schedule and weather allowing. Bulk material will ship via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. If driver is asked to deposit EWF in certain area, driver has final say whether the site conditions allow proper access for the semi-truck/trailer. If MWP is installing EWF, bulk material will need to be deposited no farther than 30 yards from play area where surfacing is to be spread. If distance from deposited EWF to play area is greater than 30 yards, additional time/cost will be charged based on lack of site access. Additionally, this 30 yard route to install EWF must be free from any/all obstacles such as, but not limited to, landscaping, curbing, fencing, etc. Site restoration is not included and will be the responsibility of the owner/owner's representative. Road restrictions may be in effect and cause delays depending on time of year.

Freight charges: Prepaid & added

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Order Information:

Bill To: _____ Ship To: _____
Company: _____ Project Name: _____
Attn: _____ Attn: _____
Address: _____ Address: _____
City, State, Zip: _____ City, State, Zip: _____
Contact: _____ Contact: _____
Tel: _____ Tel: _____
Fax: _____ Fax: _____
Email: _____ Email: _____

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____
Signature: _____ Date: _____
Title: _____ Phone: _____
Facsimile: _____ Purchase Amount: **\$223,065.63**





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Quote #
105215-01-21

CONSULTANT: HARLAN LEHMAN

Veterans Memorial Community Center Park - Inver Grove Heights, MN - D12327RR5- I

City of Inver Grove Heights
Attn: Adam Lares
8168 Barbara Ave
Inver Grove Heights, MN 55077
United States
Phone: 651-450-2587
alares@ighmn.gov

Ship to Zip 55077

Quantity	Part #	Description	
1	INSTALL	Install - Installation of Play Equipment - Includes layout and digging for footings Includes disposal of packing material Includes lull rental Includes wear mats Includes placement of existing boulders Includes spreading of EWF	
			Total \$46,984.37

Comments

Owner is responsible for removal of existing safety surfacing
Owner is responsible for removal of existing play equipment
Owner is responsible for accepting delivery of play equipment
Owner is responsible for flat and level grade of site
Owner is responsible for backfilling and compacting of existing footings as needed
Owner is responsible for providing an adequate border to contain safety surfacing

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Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product) and attainability of raw materials. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.





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Veterans Memorial Community Center Park - Inver Grove Heights, MN - D12327RR5- I

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EWf Shipment: order shall deliver within 14 - 21 days after our receipt and acceptance of your purchase order as well as schedule and weather allowing. Bulk material will ship via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. If driver is asked to deposit EWF in certain area, driver has final say whether the site conditions allow proper access for the semi-truck/trailer. If MWP is installing EWF, bulk material will need to be deposited no farther than 30 yards from play area where surfacing is to be spread. If distance from deposited EWF to play area is greater than 30 yards, additional time/cost will be charged based on lack of site access. Additionally, this 30 yard route to install EWF must be free from any/all obstacles such as, but not limited to, landscaping, curbing, fencing, etc. Site restoration is not included and will be the responsibility of the owner/owner's representative. Road restrictions may be in effect and cause delays depending on time of year.

Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.





CONSULTANT: HARLAN LEHMAN

Veterans Memorial Community Center Park - Inver Grove Heights, MN - D12327RR5- I

Project Scope:

Please note, installation is based on site being ready prior to our arrival to install play equipment as well as site conditions that have been conveyed to our organization by the owner/owner's representative and/or ideal conditions existing for a timely completion of your project as quoted. Unless addressed prior to the installation quote being issued or specifically mentioned herein, any issues that arise that impede the progress/completion of your project as quoted will result in additional charges.

Weather can change project scheduling in many ways. Take rain for an example. Day, or days, before rain... If weather forecasts show a high percentage chance for rain that will effect the site conditions, a postponement may be in order. Digging holes, laying certain surfacing materials, etc., are greatly affected by weather conditions and work may not begin/continue due to weather forecasts. There's the rain days themselves, which if heavy enough rainfall occurs, makes a site unworkable. Day, or days, after rain... Drying time will be needed after rain and the number of days needed will vary depending on amount of moisture received. One actual rain day may equal multiple delay days depending on work scheduled to be done.

+ INCLUSIONS +

- + One mobilization
- + Public utility locates only
- + Installation of equipment as outlined on quote #105215-01-20
- + Marking and digging of footings holes to accept direct embedment supports as needed
- + Unpacking of play equipment
- + Assembly of play equipment
- + Concrete for footings as needed
- + Pouring of concrete for footings
- + Engineered wood fiber (EWF) surfacing
- + Spreading of EWF
- + Placement of wear mats
- + Construction tape/temporary bracing (as needed)
- + Standard insurance offerings
- + Standard warranty offerings
- + Standard industry accepted labor wages
- + Disposal of packing material

- EXCLUSIONS -

- Clear access path up to and into play area for installation equipment (minimum of 8-foot wide, includes but not limited to gates, walkways, driveways, etc.)
- Staging area for materials and installation equipment, trailers, etc.
- Unobstructed space for maneuvering installation equipment as well as performing work
- Security fencing of any type
- On site security personnel
- If fencing is in place (by others), ability to unlock fencing is to be provided to our office a minimum of one week prior to our start
- Private utility locates such as, but not limited to, irrigation, fiber optics, private lighting, etc.
- Accepting, unloading and storage of order(s)/shipment(s) prior to installation. Please note, orders can be packaged/shipped in large crates, pallets, etc., requiring heavy-duty equipment to unload.
- Sitework of any kind such as, but not limited to, grading (play area to have max slope of 1%), site restoration, drainage, etc.
- Removal of existing play equipment, border, safety surfacing, etc.
- Backfill and compaction of backfill after removal of existing items (for footing holes as an example) that leave voids in area (marking and digging of new footing holes based on workable site)
- Digging in compacted sub-surfaces, rock, hard pan, tree roots, unstable soil conditions, etc.
- Restoration of compacted sub-surfaces for playground surfacings such as, but not limited to, poured-in-place rubber, rubber tiles, artificial turf, etc.
- Digging/maneuvering in sand, pea gravel, mud, etc.
- Offsite removal of spoils from footing holes (can be stockpiled near play area for owner/owner's representative removal or spread within play area)





CONSULTANT: HARLAN LEHMAN

Veterans Memorial Community Center Park - Inver Grove Heights,

MN - D12327RR5- I

- Border to help contain playground safety surfacing
- Removal of temporary braces, caution/construction tape, etc. (Can be removed and disposed of after concrete has cured.)
- Bonding of any type
- Permits of any kind
- Prevailing, Davis Bacon, Union, or similar, wages
- Restroom facilities. Please provide access to restrooms whether within a building or portable style. Should use of site facilities not be available, additional charges will be required to bring on site temporary/portable restrooms. These temporary facilities will be removed once your project has been completed.
- Short term maintenance, check manufacturer's owner's manual recommendations for maintenance and always follow these written instructions. To help set up short (and ongoing) term maintenance, use the first twelve months to regularly check equipment (such as, but not limited to, tightening hardware, checking moving features, etc.). Twelve months allows use in all seasons and will provide a better understanding of what will be necessary for your ongoing maintenance. This short term schedule will be based on the amount of use the play equipment is getting as well as the type of play event that is being played on. Activities with movement have a more dynamic play which can lead to more maintenance due to the nature of the motion but also because these types of play events tend to be more popular. Static features may require less attention during the short term and ongoing maintenance as inspections will determine frequency of maintenance needed for these events. There may be a need for scheduled lower and higher frequency inspections.
- Ongoing maintenance, check manufacturer's owner's manual recommendations for maintenance and always follow these written instructions. After short term maintenance period is done and data is collected for that time period, an ongoing schedule should be implemented. The ongoing maintenance can change with age and greater use. There may be a need for scheduled lower and higher frequency inspections.

Should weekend work be necessary or non-standard hours be worked, please provide a site contact and the best telephone number to reach this person in case an urgent matter arises requiring immediate attention.

(Name) _____

(Cell) _____

(Other Telephone Number) _____

Wet Site Conditions: installation areas located near wetlands, where a high water table exists or in any environment that produces excessive moisture will require additional planning prior to installation of your project. Unless excessively wet conditions have been conveyed prior to installation quote and accounted for in some manner, your installation will not proceed. Ideal dry conditions need to be present to begin, and complete, your project as quoted.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



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01/20/2025
Quote #
105215-01-21

CONSULTANT: HARLAN LEHMAN

Veterans Memorial Community Center Park - Inver Grove Heights, MN - D12327RR5- I

Order Information:

Bill To: _____ Ship To: _____
Company: _____ Project Name: _____
Attn: _____ Attn: _____
Address: _____ Address: _____
City, State, Zip: _____ City, State, Zip: _____
Contact: _____ Contact: _____
Tel: _____ Tel: _____
Fax: _____ Fax: _____
Email: _____ Email: _____

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____
Signature: _____ Date: _____
Title: _____ Phone: _____
Facsimile: _____ Purchase Amount: **\$46,984.37**



Request for Council Action

SUBJECT: **Resolutions Appointing Council Members and Staff to Various Board & Liaison Roles for 2025-26**

MEETING DATE: January 27, 2025

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions appointing various Council members and staff to various Board and liaison roles for calendar years 2025 and 2026.

BACKGROUND

As was discussed at the Council's January 13 work session, the City has seats on the Boards of several organizations that it is a member of and has also traditionally appointed liaisons from the Council when a more informal representative is found to be beneficial. The attached Resolutions will officially make the appointments of Council members and staff to the various board and liaison roles as discussed at the January 13 work session.

Council will note that the name of the individual to fill the IGH Resident seat on the NDC4 Commission still needs to be filled in. As of January 22, three individuals have expressed interest in this appointment. Their applications will be transmitted to the Council prior to Monday's meeting.

FISCAL IMPACT

NA

RECOMMENDATION

Following the selection of a resident to serve on the NDC4 Commission, staff recommends adoption of the attached Resolutions.

ATTACHMENTS

1. Resolution Making Board & Liaison Appointments for 2025-26
2. Resolution Appointing LOGIS Board Member & Alternate

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

RESOLUTION # 2025 - ____

**RESOLUTION APPOINTING MEMBERS OF THE CITY COUNCIL AND
STAFF OF THE CITY TO SERVE IN VARIOUS BOARD AND LIAISON ROLES
FOR THE 2025 AND 2026 CALENDAR YEARS**

WHEREAS, the City of Inver Grove Heights participates in a number of groups and organizations where having formal representation, either as an official Board member or an unofficial liaison, is beneficial to the City's interests;

NOW THEREFORE BE IT RESOLVED, that the City of Inver Grove Heights makes the following appointments for the term of January 1, 2025 through December 31, 2026:

- 1.) To the Dakota 911 Board of Directors:
 - a. Board Member: Councilmember Tony Scales
 - b. Alternate: Councilmember John Murphy
- 2.) To the Inver Grove Heights Fire Relief Association:
 - a. Councilmember Tony Scales
 - b. Finance Director Amy Hove
 - c. Fire Chief Judy Thill
- 3.) To the Municipal Legislative Commission Board of Directors:
 - a. Elected Official: Mayor Brenda Dietrich
Alternate: Councilmember John Murphy
 - b. Chief Administrative Officer: City Administrator Kris Wilson
- 4.) River Heights Chamber of Commerce Local Issues Meeting:
 - a. Councilmember Tony Scales
 - b. Councilmember Mary T'Kach
- 5.) Northern Dakota County Cable Communications Commission (NDC4)
 - a. Elected Official Board Member: Councilmember Mary T'Kach
 - b. Resident Board Member: _____

ADOPTED by the City Council of the City of Inver Grove Heights, Minnesota on this 27th day of January, 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION # 2025 - _____

**RESOLUTION DESIGNATING BOARD OF DIRECTOR APPOINTEES
FOR THE LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS) ASSOCIATION**

WHEREAS, the City of Inver Grove Heights has identified specific technology needs necessary to carry out various functions and services; and

WHEREAS, it has determined that it can best meet those needs by remaining as a member of the LOGIS Association and utilizing their software applications and support services; and

WHEREAS, membership in the LOGIS Association provides the City of Inver Grove Heights with one voting seat on the LOGIS Board of Directors.

NOW THEREFORE BE IT RESOLVED, that the City of Inver Grove Heights hereby designates that its Technology Manager shall serve as the Director and its City Administrator as the Alternate Director representing the City of Inver Grove Heights on the LOGIS Board of Directors.

ADOPTED by the City Council of the City of Inver Grove Heights, Minnesota on this 27th day of January, 2025.

—

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk