

Inver Grove Heights City Council

Monday, November 8, 2021, at 6:00 p.m.

A G E N D A

NOTICE TO RESIDENTS: If you are interested in participating on **Item 7. Public Comment**, please contact Rebecca Kiernan prior to this meeting via telephone (651) 450-2513 or email (rkiernan@ighmn.gov) to inform her - your name, address and to what you wish to speak on. Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, November 8, 2021, will be provided to the Council at or before the November 8, 2021, meeting.

1. Call to Order

2. Roll Call

3. Presentations

4. Consent Agenda

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

- A.** i. Minutes from the October 4, 2021, City Council Work Session.
ii. Minutes from the October 11, 2021 City Council Meeting.
- B.** Resolution approving Disbursements for period ending November 2, 2021.
- C.** Approve Personnel Actions.
- D.** Resolution Authorizing Submittal of the 2022 Dakota County Waste Abatement Grant Program.
- E.** Resolution to approve 2022 seasonal and temporary employees pay plan
- F.** Resolution Approving Joint Powers Agreement between the Dakota County Soil and Water Conservation District (DCSWCD) for Technical Services for Conservation Projects.
- G.** Approve Improvement Agreement for Lot 1, Block 1, and Outlot A of Whitaker Addition (Hyundai).
- H.** Approve Custom Grading Agreement and Stormwater Facilities Maintenance Agreement for 9245 Arnold Ave.
- I.** Approve replacement and acquisition of 2022 Capital Equipment Purchases.

5. Public Hearing

- A.** Public Hearing for Liquor Violation for Cub Wine & Spirits.
- B.** Public Hearing for Liquor Violation for Gold Palace Liquor.
- C.** Public Hearing and Second Reading on Development Fee Ordinance Changes.

6. Regular

Administration & Finance

- A.** Consider approval of 2022 Fee Schedule.

7. Public Comment

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

8. Mayor and Council Comments

9. Adjourn

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

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, OCTOBER 4, 2021. 6:45 PM - 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in person for a Work Session on Monday, October 4, 2021. Mayor Bartholomew called the meeting to order at 6:47 p.m. (The meeting was delayed due to a Special Session Meeting held prior). The Pledge of Allegiance was recited.

Roll Call: Mayor Bartholomew; Council Members; Piekarski Krech, Dietrich, Gliva, and Murphy (off camera); City Administrator Kris Wilson, City Clerk Rebecca Kiernan, City Attorney Bridget McCauley Nason, Finance Director Amy Hove, Community Development Director Heather Rand, Golf Course Clubhouse Superintendent Matt Moynihan, City Planner Allan Hunting, and Interim Public Works Director Klay Eckles.

Others Present: Katy Sen, Messerli Kramer; Eric Satre, Director, Visit Inver Grove Heights/Convention and Visitor's Bureau.

1. 2022 Legislative Priorities

City Administrator Kris Wilson mentioned to the Council that this is the time of year to start thinking about the next Legislative Session. Historically, the focus of the even year Legislative session has been bonding bills. She said Katy Sen, from Messerli Kramer, has been the city's Contract Lobbyist since 2018. She has represented the city at the Legislature, helping coordinate when Staff or Elected Officials might be helpful to the process, or when issues come up that are of interest to the city.

Katy Sen, Messerli Kramer, stated the Legislative Session for 2022 starts January 31st. It is a bonding year/non-budget year, meaning in a budget year they have to pass a budget otherwise the State Government shuts down. There is nothing like that this Session. Bonding bills are passed in even numbered years. She stated there is a significant surplus as well as Federal money. Monthly revenue reports have been coming in higher than anticipated. There is a lot of expectation there could be a budget bill or tax cut bill that could pass given that revenue. The House and Senate have to come to agreement, the House Majority is Democrat, the Senate Majority is Republican, Governor Walz is a Democrat. It has been noticed in recent years that it is difficult to get a deal. She stated the Governor has to propose his Bonding Bill by January 15th. His process starts sooner than the House and Senate which puts their bills out later in session, around March or April. A Super Majority is needed in order to pass bills, meaning both the House and Senate need Bipartisan support to pass their bills. She stated what has also happened in recent bonding years is rather than each body passing a bill and going to conference, they negotiate all the way until the end and then a bill comes out because it needs bipartisan agreement just to pass off either floor.

Some priorities city groups are focused on:

- Housing issues:
 - Some bills have been proposed that would restrict cities abilities to use PUD's and have aesthetic requirements on PUD's.
 - Bills related to charging permitting based on square footage rather than other items.
 - Has been controversial with the Legislature.
 - There are a lot of discussions between cities and builders to see if a compromise can be worked out.
- Transportation Funding:

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- Has been a perennial issue.
- With cash funding available through appropriations, there is an opportunity for some transportation funding. Especially for specific projects such as 117th Street.
- Both sides really want to fund transportation. This could be an opportunity.
- Local Control:
 - Always something city groups are focused on.
 - Ensuring there are not levy limits.
 - MLC is focused on Fiscal Disparities and how that impacts different cities.

Bills put forward last year:

- The primary bill they worked on last year was for 117th Street. A bill was put forward for a \$2 million dollar request. There wasn't a bonding bill but did get a hearing in the House on that bill. The Senate didn't really have hearings on bonding bills since it wasn't a bonding year, but there were discussions taking place behind the scenes.
- Another bill was brought forward for Heritage Park for \$2 million dollars.
- There was a bill to do a study about the Amateur Sports and Training Facility in Dakota County. Eagan and Inver Grove Heights Legislators put that bill forward.

Both 117th Street and Heritage Park bills were authored by Representative Richardson in the House and Senator Kline in the Senate.

She said once it's decided that those are the two priorities the Council wishes to have, the next step is to work closely with Legislators and make sure they understand the projects. Then try to get other Legislators out for meetings and tours. She said the Mayor and Heather did a lot of that last session along with herself to get city priorities out to the State Capitol. These priorities will not be new to them, which is very helpful.

Mayor Bartholomew stated there will be additional discussion at the October 11th City Council meeting.

City Administrator Wilson suggested having further discussion, so they are able to bring something forward that is close to what the Council is looking for. The Governor puts together a bonding package and then the House and Senate. To be considered for the Governor's bill, jurisdictions need to submit a Resolution passed by the governing body by October 15th. That means the Resolution would need to be passed at the October 11th City Council meeting. She said they ask jurisdictions that are submitting multiple bonding requests to prioritize the requests. If going with two, it would be helpful to make clear what the first and second choices are. She asked if the Council was supportive of both requests that were pursued last year, if the Council wishes to pursue them again, and if priority order would be assigned.

Mayor Bartholomew stated last year they had three options. City Administrator Wilson mentioned that the potential Amateur Sports Facility study would not be a bonding request. Bonding dollars can only go toward bricks and mortar, have to build something physical. She said they would pursue funding for that study through cash the State has on hand, not through the bonding bill process. If in the future they seek State support to actually construct that facility, that would be a bonding request.

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Mayor Bartholomew said 117th Street was most important to him, not only for businesses here, but for a regional need.

Councilmember Piekarski Krech commented that 117th Street could even be a state issue. The reason it's in the shape it is in, is the garbage trucks going down it all of the time, coming from the entire metro area. She suggested they push hard on this request. With 117th Street, they get an economic benefit. She said for Heritage Park, getting the money to build it doesn't help pay for the continued upkeep and replacement. She believes it should be a regional amenity. She said she wasn't willing to push that unless there is buy-in from the County and others. She said a couple of places she was aware of had parks that were built on volunteers and donations.

Mayor Bartholomew stated to clarify, Councilmember Piekarski Krech was interested in 117th Street. He asked if she was interested in having Heritage Village Park as a priority or a second option. Councilmember Piekarski Krech responded she did not think so because they would have to look at the other budget ramifications that go with it.

Councilmember Piekarski Krech said she felt they need to concentrate on getting 117th Street done. Even if they get the money now, it would be several years out. It won't be completed next year. She said that was an economic impact to the city. She believed there were other things around that area that would happen if the street were improved. She said the railroad was another issue the city would have to deal with.

Mayor Bartholomew said he would like to see both stay in place and prioritize them only if keeping Heritage Village Park improvement on the horizon. He agreed 117th Street is the priority. He said it might put them in an awkward position and he would be cautious about it if 117th Street doesn't get approved, then they have Option #2. He said it may be wise to stick with 117th Street.

City Administrator Wilson stated in a year like this when they are getting signals about the number of resources the State has, it's wise to have more than one request. It can be clearly emphasized what the city's #1 priority is. She said they want to work in partnership with Dakota County and Legislators, not just looking at it from a city standpoint. They need to ask the Legislator's what they think will gain support and what they are excited about, so it comes across as a partnership. She said the railroad could be another possibility for the city to continue to develop. While they submit the highest priorities for consideration in the Governor's Bonding Bill, it doesn't mean they can't try to introduce other things after October 15th through Legislators and other mechanisms. Improvements for rail crossings for safety and noise could enhance the ability to do some redevelopment in areas that the railroad travels through in the city. She stated she wanted to make sure that Katy Sen, herself, and others, have given the Council enough information so they don't get to the end of the Legislative Session with questions about other cities and how much those may have received.

Councilmember Piekarski Krech questioned if it seems there are enough resources if they shouldn't ask for more for 117th Street. She said she believes they have a case where that street serves far more than

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local purposes. She commented that maybe they can get Republic to help with this because it also helps them and the other businesses along the area.

City Administrator Wilson stated there is preliminary design work currently going on for 117th Street. The Staff Engineer working on it is hosting a community meeting taking place in Council Chambers on Thursday at 11:30. Property owners along 117th Street have been invited. She said they would make sure before bringing the Resolution forward next week, that there is an accurate and strong number. If the cost has gone up above \$2 million dollars this would be a good chance to update the dollar estimate. She said her understanding was that the \$2 million dollars would have covered the full city contribution. She said they could partner with Dakota County if they are seeking State Funds for their share of the project but was unsure of their Legislative priorities at this time.

Mayor Bartholomew commented if deciding to go with two priorities and listing them as #1 and #2, and #2 is pushed ahead of #1, that puts them in a position they would have to determine whether or not to take the funds. He asked if there were two priorities if they would listen to the priority of #1 being preferred with #2 being whatever they can help with. City Administrator Wilson responded the risk of putting both into the Governor's bonding request is relatively low. This starts the process. They would take signals from where the city puts their energy and efforts during the Legislative Session. Ms. Sen agreed with the risk being low. She said with two listed, they would make clear what their priorities are, especially to local Legislators. Those are who the Bonding Chairs look to, to decide which to put forward. If there was a Transportation Bill with some of the cash, potentially they could get 117th Street funded there and get Heritage Park on a bonding bill. She said it's hard to predict how Legislative Sessions will go.

Councilmember Dietrich stated on Page 6 of the Council Packets, in the last paragraph it says, "the city plans to construct a historically significant themed inclusive playground". She said this was thrown in when they did their priorities last year. She said some were not aware it was going to be on it, they chose 117th and this one was slipped in. She said she hasn't seen any plans on the Inclusive Playground, there has been for Heritage Village Park. She said when bids were done and proposals were received for the curbing there now, they pulled out any infrastructure that would be provided for an inclusive playground. She said she doesn't see these two matching up, it doesn't make sense to her. She requested exploring other initiatives that could be presented. She said this one became part of the narrative, there may be other bigger things out there that need to be discussed. She said a good point was brought up on what others may think the city could get traction on. She said while the inclusive playground is significant, it should be a county initiative.

City Administrator Wilson stated Staff will continue to talk with partners about other things, such as the railroad. Local impact to a regional asset for the railroad can be proved. She asked if there were other projects or initiatives. She reminded the Council that bonding is for bricks and mortar/steel and concrete. The State typically looks at the city to make a regional impact argument for bonding bills.

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Councilmember Dietrich replied that was what she was wondering. If conversations have been had, or if it has just been these two things. She said she felt like they needed to back up because she was couldn't come up with ideas this evening.

Mayor Bartholomew stated 117th Street is solidly in place.

The Council agreed on 117th Street.

Mayor Bartholomew asked the Council if they were comfortable going with one priority, if something comes up, they can try to work it in. He said he wanted to be certain to get full acknowledgement on 117th Street. He also wanted to have the opportunity if something comes up. He said another idea could be railroad crossings/quiet zones, but he was unsure if that had a regional impact. City Administrator Wilson responded she thought they could make an argument that the rail traveling through the community leaves a uniquely local impact for something that is a regional benefit. She said she would have to do some checking to see if other communities have been successful in getting money for quiet zones or other rail improvement projects. They tend to be very expensive for the size. She said research can be done on the city needs as well as the strategy and success/failures of other jurisdictions on this issue.

Councilmember Piekarski Krech referenced the 494-interchange stating there needs to be planning. This involves Eagan and Dakota County. She said she felt this needs to be looked at because it is supposedly extremely complicated. City Administrator Wilson responded she was aware of the plans but doesn't have more detail. She said Staff could update on what year it is currently planned for and what the next step would be. She said as noted by Ms. Sen, there may be a transportation bill, they may be able to take steps to move that interchange closer. She said she didn't believe it was planned out enough to receive money to build it at this point but may be successful in working with Dakota County and Eagan in moving it up in the process. Councilmember Piekarski Krech said one of the discussion points was to have shovel ready projects. She commented that everyone keeps talking about this, it may come to the point where they are putting infrastructure up to the area, and there is no interchange and would have a mess.

Mayor Bartholomew stated there were two more ideas with the quiet zone and the interchange. He said for Monday they could definitely bring in 117th Street.

2. 2022 IGH Convention and Visitor's Bureau (CVB) Budget

Eric Satre, Director with Visit Inver Grove Heights/Convention and Visitor's Bureau, 5782 Blackshire Path, gave the following presentation:

Convention & Visitor's Bureau (Fund 201)

Mission: To market and promote Inver Grove Heights to visitors; to maintain and stimulate the community's economic vitality.

CVB Board of Directors:

- Kim Koenig (Chair), Microtel Hotel
- Katrina Nooner, Holiday Inn Express
- Joe Harms (Treasurer), Mississippi Pub/River Heights Marina

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- Jodie Miller (Secretary), Town Square Television
- Delan Kalur, AmericInn Hotel
- Amy Looze, City of Inver Grove Heights
- Samantha Sommers, Mall of America

The CVB is also called Visit Inver Grove Heights.

- They are the tourism marketing organization for the city.
- There are tourism offices across the Twin Cities and the State of Minnesota.
- Explore Minnesota Tourism is the Statewide Agency.
- The purpose of the CVB is to tell the story of this community.
 - To promote the city for tourism
 - Inspire visitors to stay in our hotels
 - Shop in our stores
 - Eat in our restaurants
 - Promote recreational activities

When visitors spend money, it drives economic impact to the city and businesses. The CVB partners with the River Heights Chamber of Commerce and the City of Inver Grove Heights to support small businesses, promote quality of life, and local events.

How is the CVB funded:

- Funded by a 2% hotel lodging tax paid by guests when they stay at hotels in Inver Grove Heights.
- Governed by a Board of Directors represented by various local industries including hotels, restaurants, attractions, businesses, and a city representative.

The work of the CVB is carried out by recommendation of the Board, who then approves the 2022 Draft Budget on September 23, 2021.

Convention & Visitor's Bureau Highlights:

- 2019 was the best year ever from a hotel standpoint. For Inver Grove Heights, across the Twin Cities, and beyond.
- When the Pandemic hit it really dropped in March and April 2020.
- Since then, have slowly been gaining ground.
- Currently not back to pre-Pandemic levels but are optimistic going into 2022.
- Relies on hotels to partner with him to provide information and input.

Tell the community story through the website VisitIGH.com, social media channels, newsletter, Visitor's Guide, tourism map, digital marketing, and blog articles.

He does about 90% of this. Analytics are used to measure:

- Website
- Social Media
- Draw awareness to this as a place they want to live, visit, and have a business.
- In 2021 they did a digital marketing campaign called "Plan on IGH this summer", this launched in the spring to get people thinking about visiting. Done in partnership with Town Square Television who helped produce the video spot. The video received more than 26,000 views on YouTube.

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- Worked with Hometown Sweets. Did a case study when they opened in early 2021? One photo posted on google maps received 4,000 views during a period of 3 months. He did a self-produced video and business profile article that got about 200 views each. He sees this as a success and something their office can provide as a service to the local community.
- The most viewed photo he has taken was taken of Inver Wood Golf Course. The photo has generated 1.6 million views.
- The Inver Grove Heights Visitor's Guide is brand new and would be delivered this Friday. It has more interviews of local business owners, things to do, hotels, restaurants, and events. This would be available at local businesses.
 - Approximately 100 per month are mailed out.
 - Partner with Explore Minnesota Tourism to help spread the word. Partnerships are key.
 - Looking forward to next year; thinking about regional partnerships.
 - The Mississippi River Regional Trail is something he is really excited about for next year. It would be open from St. Paul to Hastings.

Strategic Planning Session.

- The Board just wrapped up a strategic planning session from 2021 to 2024. From the plan they are marketing new strategies that support an increase for the current 2% lodging tax to the standard 3% lodging tax.

Budgeted Revenues for 2022:

- Lodging tax: \$125,000
- Explore Minnesota Tourism (EMT) Grant: \$13,900
- Total Revenues: \$138,900
 - Up slightly from last year.
 - This year actual revenues would be a little short of budgeted revenues in 2021.
 - With the help of the CVB Board they are forecasting a 20% increase in budgeting revenues over 2021 actual revenues.

Mayor Bartholomew referenced a slide that was shown and asked if this doesn't contemplate an increase in the Lodging Tax. Mr. Satre responded that is correct, they are just focusing on the 2% Lodging Tax for this year.

Expenditures with the 2% Lodging Tax:

There are three categories:

1. Administrative: Includes salary and benefits. Also includes office rental, office phone, equipment, email, postage, travel and conferences, and a city service fee.
 - a. The city collects the Lodging Tax from hotels, holds the funds, and does the reporting.
2. Professional Memberships: Any involvement with other industry related groups.
3. Marketing/Advertising: Next year focusing on the website, redesigning the tourism map, printing new.

He said in talking with hotel owners, they have said they want more digital marketing. Bringing people in throughout the Midwest who have an interest in traveling to our city.

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Councilmember Piekarski Krech questioned with the decrease in marketing and advertising, what they be losing. Mr. Satre responded he met with the Board about a month ago, with decreased revenues they had to take a hard look at some things they have done in the past, like the Vikings Training Camp. They have done an advertisement with them for their Training Camp Guide. He said knowing costs would be down, with this being a cost they didn't feel would deliver. Councilmember Piekarski Krech responded that makes sense. Things would continue to be done that get the most for their money. Mr. Satre commented it was the direction of the Board as well.

He stated he has Kim Koenig the General Manager with Microtel Hotel and Suites, with him this evening, he is also the Board Chair. He said he mentioned this because they would be discussing Administrative and a 9% increase.

He said the CVB Staff salary was flat in 2021, the Board approved a 4% increase for 2022. Any questions related to that, as Staff, he would look to the Board for information. He said for next year a 20% increase is based on new computer equipment, laptop, and to resume in-person conferences and trade shows. This looks at next year when he starts taking part and exhibiting, which cost money.

Mr. Satre thanked Kim Koenig and the rest of the Board, Heather Rand for her support from the City, Colleen Roth with the River Heights Chamber of Commerce for her guidance, and the Mayor and City Council.

3. 2022 Budget - Debt Service, Host Community, Economic Development Authority (EDA) and Golf Course

Finance Director Amy Hove presented the following information related to the 2022 Budget:

Debt Service Funds: Funds 365, 367, 369, 392, 393, and 394. The Governmental Funds that are supported by the tax levy:

- G.O. Bonds 2015A - Streets
- G.O. Bonds 2016A - Streets
- G.O. Bonds 2017B - Streets
- G.O. Bonds 2018A - Fire Station #2
- G.O. Bonds 2019A - Fire Station #2
- G.O. Bonds 2020A - Streets

Bonded three years in a row for Streets, two years to construct the Fire Station, and the 2020A Bonds were a refinance.

-Debt Maturities range from the years 2027 to 2039

-Water & Sewer debt is carried within Water & Sewer Funds (2012A, 2014B, 2015B, 2017A) those will be shown when discussing the Utility Budget next month.

Debt Service Funds:

Revenues:

Property Tax Levy - \$2,696,566

Special Assessments

Investment Interest

Expenditures:

Principal Payments - \$2,015,000

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Interest Payments - \$869,375

Administrative Fees:

Paying Agent Fees, Arbitrage Reporting, and Financial Consultants

Revenues do not match up with expenditures because in the debt and levying world, these funds are collected.

- The property tax levy would be approved by the Council in December.
- It would be collected in 2022.
- It is actually to make the principal payments in 2023.
- Government's levy and collect ahead of when the payment is due to make sure there are enough funds on hand.
- That is also why they levy 105% of what the payment is scheduled to be in those years.

Host Community (Fund 451):

2022 Annual Costs & Initiatives:

- Music in the Park (\$1,000)
- Inver Grove Heights Fireworks (\$5,000)
- Volunteer Coordinator Position (\$16,000)
- Lobbyist Costs (\$41,000)
- Permitting Assistance - Barr Engineering (\$60,000)

These are costs and initiatives they would see year over year over year.

2022 Projects: These would most likely be seen when doing the Capital Improvement Plan. When looking at long range planning for the Host Community Fund, is what they would use those dollars for.

- Continuation of Fiber/Broadband Projects
- Railroad Quiet Zone Project
- Transfers to the VMCC for Capital/Operations
- Funding for the Pavement Management Program (started with the 2021 Budget)
- Funding for the Public Works Facility (2021 was the first year to put money aside)
- Cover any shortfalls in the Recycling Grant (on an annual basis, very minimal. For example, possibly \$5,000 to cover the difference in the Grant)
- Provide funding for EDA acquisitions/remediation

Host Community Revenues:

- Host Community Agreements
 - 2021 Adopted Budget \$2,300,000.
 - Increase in 2022 Proposed Budget to \$2,700,000.

Currently in the middle of analyzing Host Agreements with Pine Bend Landfill because they have/or are receiving their Certificate of Need. With their anticipated tonnage for next year feel that \$2.7 is a reasonable estimate for revenues for next year. On track to easily exceed that number in 2021. Staff feels comfortable with the 2022 proposed Budget:

- 2022 Proposed Budget - \$2,795,000

Other revenue (Interest):

- 2022 Proposed Budget Interest: \$95,000

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Councilmember Gliva asked for an explanation on how Host Community Funds get there. Finance Director Hove stated there are Landfills in the city that pay a fee to be able to operate in city limits. The Agreement outlines how much the fee is and is based on the tonnage they bring through. Fees are received every month. She said the latest Host Community Agreement with Pine Bend has a slightly different fee structure to it, rates are going to go down, but there are some incentive payments that are scheduled out each year.

Councilmember Gliva asked how often those Agreements are negotiated. Councilmember Piekarski Krech responded they change every time there is a change to something at the Landfill or a new thing that comes along. She said it could be about 5-10 years. Currently they want to change how much they have there which changes the focus. She said years ago it was a "tipping fee" that Landfills paid to the county and city.

City Attorney Bridget McCauley Nason stated they have been working on this at a Staff level. These don't come up every year, they are long term agreements. They are sometimes modified based on situation. She stated there is an amended Host Community Agreement that is set to kick in, it was previously negotiated several years ago contingent upon the issuance of the Certificate of Need. That will change the fee structure once issued. There could be future modifications to some of the Host Community Agreements in the future depending on change(s) in circumstances within the Landfill itself. Finance Director Hove stated she believed the Certificate of Need runs through 2030.

Finance Director Hove discussed Host Community Expenditures & Transfers Out:

	2022 Proposed Budget	2021 Adopted Budget
Personnel (Environmental Specialist)	\$89,300	\$85,100
Professional/Technical Services	\$334,100	\$169,100
Other Purchased Services/Supplies (Railroad Quiet Zone, Barr Engineering, Lobbyist, Volunteer Coordinator). (Supplies and other services for example: Music in the Park)	\$12,000	\$7,000
Capital Outlay (Fiber)	\$100,000	\$0
Transfer Out - VMCC Operating	\$766,700	\$1,235,650
Transfer Out - VMCC Capital	\$1,310,200	\$192,000
Transfer Out - Public Works Facility Funding	\$1,000,000	\$1,000,000
Transfer Out - Pavement Management	\$500,000	\$500,000
Transfer Out - Recycling Grant	\$5,000	\$5,000
Transfer Out - EDA Land Acquisitions	\$25,000	\$25,000
Total Expenditures & Transfers Out:	\$4,142,300	\$3,218,850

Funding and expense does not stay in this Fund, it goes out to another Fund. The first two would be:

- VMCC Operating and VMCC Capital.
 - With Covid, adopted and changed some of the original plans.
 - In 2021 all of the capital was cut out of the budget because they knew the operating needs would be greater in 2021 based on 2020 activities.

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- For VMCC Operating in the 2022 Proposed Budget, the idea was that their membership and participation has been increasing. The need to rely on operating dollars and transfers has decreased.
- Capital Needs have come to light.

She said normally they would be presenting the Community Center Budget this evening along with the budget being discussed. Staff was not quite ready with the Community Center Budget. That will be presented to the Council at their November Work Session. Anything that Council approves within that Budget for Capital and Operating Needs would be updated within this budget.

Mayor Bartholomew asked if the capital would be itemized. Finance Director Hove responded yes that information will be provided. She said the Parks and Recreation Staff has been working on longer range plans to be able to see what is on the horizon. For example: what the long terms needs in the facility are.

Councilmember Dietrich asked for the VMCC operating historical data pre-Covid and if that information could be brought forward when coming back in November. Finance Director Hove responded she would provide that information.

Finance Director Hove stated the following four are part of the CIP the Council approved. It is a fluid document; changes can be made. This is the opportunity to provide feedback if wanting changes, still agree with the assumptions, or want something different/other.

Transfer Out – Public Works Facility Funding

Transfer Out – Pavement Management

Transfer Out – Recycling Grant

Transfer Out – EDA Land Acquisitions

Councilmember Gliva referenced pavement management and how they were going to change and look at more Mill and Overlay. She asked if that was applied to number of \$500,000 because the process is changing. Finance Director Hove responded they would be coming back with more information on pavement management in November. She was unsure if Public Works and the Task Force would be ready to do a complete roll out of what the next five years may look like. This puts away a bit more money in order to do more projects. She said this was something that could be put on the budget or put on hold for further review on the plan and whether they would still want to contribute \$500,000 out of the Host Community Fund.

City Administrator Wilson stated the \$500,000 transfer is a small revenue source for pavement management. They show a levy directly for pavement management of about 5x that amount, roughly \$2.5. There are Franchise Fee revenues coming in which are in excess of \$1 million dollars. There are multiple sources of funding going into the pavement management plan, this is one of the smaller ones.

Mayor Bartholomew stated the historical thought was to take money out of Host Community so everyone in the community has some benefit of Host Community Funds. He stated he was in favor of leaving it, it sends the right signal that all can benefit from the Host Community Fund.

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Councilmember Dietrich asked if any other departments, besides Parks and Recreation, actually get Operating Funds from Host Community. Finance Director Hove responded no, there are not any other operating funds. She said she is speculating but thought the VMCC doesn't actually receive any tax levy dollars, the other General Fund Departments receive tax levy dollars to support their operations. Awhile back, the Council made the decision to use Host Community Fund dollars rather than include it in the tax levy need to residents.

Mayor Bartholomew stated they have always held the VMCC accountable to a certain percentage of revenue. The city would balance out the difference. The Host Community Fund was used because it benefits the entire community. Councilmember Piekarski Krech stated the shocking part was when the Community Center was built it was built on the premise that it was going to pay for itself. It did not. It is a community asset that provides to the community. Rather than shut it down, the Host Community Fund was selected to cover operating with the thought that the onus was on Community Center Staff to bring it to an 85% level. She said from what she knew historically, there were no community centers that pay their own way.

Finance Director Hove mentioned that having recently been at the Minnesota GFOA, a number of her colleagues are jealous of the city because not only does the city have a golf course that is making money, there is also an alternate funding source for a community center when a lot of them are levying dollars to support both operations.

Councilmember Dietrich stated her concern as the landfill changes is if this would be sustainable. She said as they discussed the SAFER Grant and how that would be monitored, she questioned who would monitor the said percentage Councilmember Piekarski Krech mentioned. She asked if any of that was in writing. Finance Director Hove responded she has viewed the report, former Parks and Recreation Director Eric Carlson referenced the 80-85% range. She said it was worth looking at. She said that Director Carlson used to bring that before the Council periodically or annually, possibly as a part of the budget presentation. That has not been looked at in the last year or two because they are having a hard time getting people back and are just resuming levels. She believed this was something that can be looked at and analyzed over a longer period of time.

Mayor Bartholomew said he thought there was a footnote in their consolidated financials that breaks out the expense from the VMCC, revenue, and sites what percentage. Finance Director Hove responded she would look for that information.

Councilmember Dietrich stated some of that may be a bit archaic to the newer Councilmembers, she requested having a discussion on this item in the future.

Finance Director Hove stated when passing the Community Center Budget, the transfer figure would be updated for balance.

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Community Development Director Heather Rand presented the EDA Budget. She said the EDA Membership is comprised of City Counselors that meet four times a year, or more if there is special business for consideration.

- Involves acquisition of property to support the growth of high value businesses and/or new housing.
- The goal is to support high value development opportunities city wide.
 - The EDA is charged per the city's most recent strategic plan adopted by Council and the Strategic and Comprehensive Land Use Plan to support a wide variety of housing types such as lifestyle housing, for example: apartments, smaller homes, and larger homes.
- The EDA, through a variety of means, has been working toward that goal over the last couple of years.
- It also provides entrepreneurial support.
 - Direct business counseling services.
 - Some think of starting out, and for some, succession planning.
 - The EDA funds a Counselor to work directly with those small businesses.
 - Partner with the county and other cities to provide that service.
 - Free/no charge.
 - More information about this service is available on the city website.
- Engages in effective marketing.
 - Over the last year with Covid they have not been out marketing the community, nor have the support organizations.

She stated bringing in Commercial Real Estate Brokers for tours of existing opportunities or attending conferences hasn't seemed wise with the Pandemic. Hopeful that 2022 will be a very different year.

EDA 2022 Highlights:

- Revenues:
 - Remove \$15,000 Grant Revenue

She mentioned since she has been here, they have never had the opportunity to apply for Grants. She said she is aware that the CDA (Dakota County Community Development Agency) has Planning Grants. She said they will apply for some funds in the next year but are uncertain if awarded them. She suggests removing that figure from the Revenue category. There may be some Grants from the Metropolitan Council that may be appropriate but doesn't believe it wise to list as solidly stated revenue.

- Small Fund Balance. Suggesting to use \$21,100 in funds currently in the fund. This is because they have not been marketing this current year. There are revenues to do that, and this would allow them to not have to increase the levy any more than necessary this year.
- Expenditures:
 - Increase in Professional Services \$7,500.

Community Development Director Rand explained they would be removing the Grant dollars that have been in the budget in the past. If there is actually a Grant opportunity, they would still make application.

- The Operating Transfer from the General Fund is proposed to be \$65,800 in 2022. Using budget reserves allows for them to not have to increase it this year.
- Total revenues for the 2022 Proposed Budget would be \$65,800.
- Personnel expenses would stay about the same at \$19,300 for the 2022 Proposed Budget.

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- Professional/Technical Services: The 2022 Proposed Budget would go up \$7,500 for a total of \$52,100.
 - The EDA funds the business counseling service (entrepreneurial support) at \$7,000 a year for the city contribution with the County CDA and other counties in Dakota County contributing the rest.
 - This provides a full-time person to do that type of work.
 - Funds about \$5,000 in legal services used for acquisitions and sales agreements.
 - Funds some of the work with Financial Consultant, Ehlers. Approximately \$5,000 a year.
 - Included in the budget is up to \$5,000 for a retail/market study and/or hiring Consultants that can advise our community on what a Special Service District is.
 - Staff has begun marketing the commercial corridors, so they have an identity.
 - Working with the Chamber.
 - Would like to continue that work, there are Consultants that can advise.
 - Could use some of the funds to hire an Organization and their Consultant (called ULI) to come in and look at the Target/McGough site and how that could be better utilized.
 - Budgeted \$25,000 for Concord Boulevard/Riverfront Redevelopment Planning Services.
 - This could be where Staff could make application for additional funding from the Dakota County CDA.
 - This was an item Staff hoped to pursue in 2021.
 - Suggests having a Task Force that supports the work and hire a Planning Consultant. The Task Force would include one City Council Member, 1-2 Planning Commission members, a member of the Parks and Recreation Advisory Commission, business owners, and other landowners along the riverfront. She was hopeful that 2022 is the year they can do this with the assistance of a Professional Consultant.
- Set aside \$5,000 to help with land acquisition services that are required.
 - Before putting properties on the market that the city acquires that may be blighted and/or need redevelopment. Appraisals need to be done, Phase 1 Environmentals complete, land surveys, and/or Title work and Closing fees.
- Funds are set aside for Marketing.

She stated Staff considers the River Heights Chamber of Commerce, Dakota County CDA, and other Dakota County cities as all being partners when it comes to marketing this area. There is a quarterly EDA Meeting on Monday, November 1st. They will be discussing the 2022 Work Plan and what has been accomplished so far this year.

Golf Course Clubhouse Superintendent Matt Moynihan stated this year and last year have been very good for the golf course during the Pandemic. He wanted to give credit to his partner at the golf course, Joel Metz, Golf Course Superintendent, who gets to the golf course every morning between 4:00 a. and 4:30 a.m. If the Council has questions about the golf course, or the maintenance side of things, email or call Joel. The following update was given related to the Golf Course (Fund 503):
2022 Priorities and Goals:

- Provide a quality golf course product, well-conditioned, and value priced.

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- Provide fair and equitable tee time access to the general public.
 - Online or via phone.
- Contribute to the overall recreational options maintained by the community.
- Protect green space area in an environmentally responsible manner.

2022 Highlights:

- Anticipate product manufacturer delays to continue into 2022.
 - A lot of delays this year.
- Pricing increases as product expenses continue to grow.
 - As products increase in price, have to charge golfers more to cover costs.
- Look at the purchasing/replacement of equipment in the fall.
 - This fall will be in good shape with the golf course.
 - There will be pieces of equipment that he and Golf Course Superintendent Joel Metz will sit down and prioritize a list.
 - There are items that will have to be brought before the Council in November.
 - The same process would be repeated next year.
- Continue with general maintenance and improvements to the golf course, driving range, putting surfaces, and bunkers.
 - The Golf Course Superintendent maintains all.
 - In 2016 there was a major remodel. They did an entire new irrigation system throughout the whole property, redid bunkers, extended the driving range back into the parking lot.

He mentioned there were problems with rodents digging down to the pea gravel in the bunkers. As a result, it was dug out and the pea gravel was replaced with a new type of drain tile sleeve.

Golf Course Revenues & Projected Profit:

- Green Fees: Slight increase to the 2022 Proposed Budget: \$753,600. 2021 was \$724,000.
- Anniversary Memberships (annually):
 - Entitles people to get a three-year membership
 - Green fees are covered within a three-day window at certain times within playing periods.
 - With the Anniversary Membership money, it is the amount that is kicked in. The money is allocated in, in year 2021, 2022, and 2023.
 - Proposed Budget for 2022 is \$489,600. In 2021 it was \$482,000.
- Golf Car Rentals: 2022 Proposed Budget is \$525,000. In 2021 it was \$457,000.
 - Hilly terrain.
- Food/Beverage: 2022 Proposed Budget is \$210,400. In 2021 it was \$215,600.
 - The change is due to things likely reverting back to normal in terms of golf courses and players.
- Practice Center:
 - Abnormally early season. Started April 1st. Average start date since 1992 has been April 12th.
 - Early in the season the driving range gets the most use.
 - 2022 Proposed Budget is \$163,200. In 2021 it was \$145,500.
- Other Revenues:

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- Includes: Memberships, Handicaps, shop sales for merchandise; golf shirts, golf bags.
- 2022 Proposed Budget is \$125,000. In 2021 it was \$123,900.
- Total Revenues: 2022 Proposed Budget \$2,266,800.
2021 Adopted Budget was \$2,148,000.
- Total Expenditures: 2022 Proposed Budget \$2,137,800.
2021 Adopted Budget was \$2,023,950
 - Includes depreciation expense of \$250,000.
- Projected Profit (after depreciation):
2022 Proposed Budget is \$129,000.
2021 Adopted Budget was \$124,050.

Golf Course Expenditures by Department:

	2022 Proposed Budget	2021 Adopted Budget
Operations:	\$367,600	\$344,700
Due to cost of products going up.		
Practice Center:	\$9,350	\$8,650
Number stays low. Includes: buckets, range balls.		
Golf Shop:	\$58,550	\$56,900
Shirts, hats, gloves.		
Food/Beverage:	\$205,500	\$205,100
Cost of Personnel, cost of buying product to put out and sell. Beer, alcohol.		
Outside Services:	\$59,600	\$55,400
-Personnel/Positions are cross-trained. Handle cart washing, parking carts, picking range balls, divots, tees, garbage.		
Common/Shared:	\$570,500	\$504,200
Includes: Golf Course Clubhouse Superintendent, allocations such as insurance, liquor, permits, advertising, postage, deliveries, heat, electric.		
Grounds:	\$784,700	\$767,000
Taking care of the course: fertilizer, rakes, sand in bunkers, top dressing, mowers, gas, fuels.		
Debt-Internal Loan Pymt:	\$82,000	\$82,000
This goes back to the project from 2016. Pay \$82,000 back a year. If there are extra funds after this payment is made, other purchases are sometimes made.		
Total:	\$2,137,800	\$2,023,950

Golf Course Expenditures by Category:

	2022 Proposed Budget	2021 Adopted Budget
Personnel:	\$1,163,100	\$1,090,300
Golf Course Clubhouse Superintendent Matt Moynihan and Golf Operations Coordinator Leon Otness are the only two that are year-round at the golf course. This also includes: Golf Course Superintendent Joel Metz, Mechanic, Assistant Superintendent.		
Professional/Technical:	\$500	\$500
Purchased Services/Property/Equip:	\$162,500	\$130,750
Things needing to be replaced annually. Sometimes the money gets used, sometimes it doesn't.		

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Other Purchased Services:	\$68,300	\$57,650
Supplies:	\$201,500	\$206,500
Items that are put out to sell, food/beverage, golf shop.		
Other Expenses/Expenditures:	\$294,700	\$292,550
Includes things that need repairs, parts, or replacement.		
Cost of Sales:	\$165,200	\$163,700
Debt Service-Internal Loan Pymt:	\$82,000	\$82,000
Total:	\$2,137,800	\$2,023,950

He stated 2007 was the last time anything was done inside the building. He is getting bids for inside painting, light fixtures, and carpeting.

Mayor Bartholomew appreciated the work Golf Course Clubhouse Superintendent Moynihan has done along with Leon over the years. He said the golf course operates like an enterprise, conscientiously, revenue driven, with adherence to expense and keeping it low is very appreciated. He commended his enthusiasm and for his Staff. Golf Course Clubhouse Superintendent Moynihan responded he would pass that information along to Staff.

Councilmember Piekarski Krech stated things are going well and appreciates what he, Leon, and Joel have done. She said she has noticed a lot more coyotes this year.

Councilmember Dietrich addressed Golf Course Clubhouse Superintendent Moynihan and said a good amount of the golf course success is due to his passion and good customer service that is provided. Golf Course Clubhouse Superintendent Moynihan thanked Councilmember Dietrich for the kind words and said he tells those behind the counter at the golf course that anytime they may want to lose their patience with someone, put themselves on the other side of the golf shop counter. He said you can't make everybody happy, but you can do your best.

Finance Director Hove stated there is a full slate of budgets being prepared for November 1st. She would get materials out as soon as they can. She said the Council will see Recreation and the Community Center, Pavement Management, Utility Funds, and the Internal Service Funds which also includes the central equipment replacement schedule recommendations.

4. Mississippi River Corridor Critical Area (MRCCA) Ordinance Update

City Planner Allan Hunting stated he would provide a high-level general update because the city needs to update its Overlay District Ordinance. The process to update has just started.

Mississippi River Corridor Critical Area (MRCCA) Ordinance Update:

The MRCCA is a corridor of land along each side of the Mississippi River in the metro area covering 54,000 acres along a 72-mile stretch of the river.

- The corridor is back about 1,000 feet from the River.
- It has different districts that would have slightly different regulations:
 - Open space preserve areas
 - Housing separated from the river with different regulations
 - Some housing along the river in residential

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- Parks area and the Concord area has a new category, mixed use, that recognizes more commercial uses than it did in the past
- Rules it covers:
 - Structure height
 - Setbacks from the river and bluffs
 - Vegetation management to control removal and land alterations
 - Purpose is to control and preserve the views of the Mississippi River from the river and each side of the river

Adopting a New Set of Rules:

- The current set of rules were based off an Executive Order from 1979.
- Legislature felt it was time to update, directed the DNR to start the process.
- During 2013-2014, the DNR held a complete public review hearing process, meetings, and comment periods.
 - Notices were sent to every property owner within the boundary
 - That input was collected
 - In 2017 the official rules were adopted
 - The DNR created a model Ordinance
 - That is what each city has to adopt based on model rules

Adopting New Set of Rules:

- There was lag time from when they were adopted to the time, they are looking at now.
- This was right at the time of Comprehensive Plan Amendments.
- Cities along the corridor need to have a chapter in their Comprehensive Plan on the critical area.
- Waited until all of those were updated and adopted.
- The DNR sets a calendar stating when cities would need to update their Ordinance. (Within a year).
- DNR would have to approve.
- Ordinance would need to be based off of the adopted rules in the model Ordinance. All of the standards have already been set.
- The city will work with Hoisington Kogler (HKGi) to prepare background information that includes:
 - Doing a summary of the current rules compared to the new rules
 - Prepare a Draft Ordinance
 - Staff would run that through the public hearing process with the Planning Commission and the City Council for adoption.
- Anticipates this take place late winter.

He stated this was an update on the mandated Ordinance process. The current one the city is using is from 1991. The city is required to update and use the model Ordinance. Staff reviewed it and didn't see any issues. The rules are more favorable now compared to the current set of rules.

Mayor Bartholomew commented it could be a challenge working with the outside Agency. He was unsure how to balance the new Ordinance proposals with development along the river. Variances and setbacks could be a challenge. City Planner Hunting agreed it is a challenge. The city receives very few

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Permits and Variance requests along the river. They don't see that it would be an impact on residents. It should not hinder any future plans for the Concord or Heritage Village Park area. He said it establishes a better subsection of the Ordinance that addresses more of the urban commercial development than the current Code has.

Councilmember Piekarski Krech asked if the map shown was from the DNR Website. She said a legend was given, but it didn't give her much clarification. City Planner Hunting responded the DNR page has a critical area page that gives those definitions. Additional information will be provided as the process continues.

5. Budgeting for Stormwater Challenges

Interim Public Works Director Klay Eckles updated the Council on the Stormwater System:

Inver Grove Heights Stormwater Challenge: Fully Fund ALL city infrastructure... new and old.

He said the stormwater system is not like the water and sewer system where it's checked every day. With stormwater, you find out what isn't working when there is a big storm. The city has a very complicated stormwater system. He is still learning about it. He said since he has been here, what keeps coming to him repeatedly is that stormwater utility is underfunded.

The storm system has two primary goals:

- Protect the community from flooding
- Protect water quality and the environment

Flood Protection:

- Protect the infrastructure; the city and residents of the community from flooding.
- Use the "100-year event" as a measure of readiness or vulnerability.
- Unique challenge to this community with landlocked basins.
- Inver Grove Heights cannot manage groundwater directly. Can manage the surface.
- Landlocked basins will always be a challenge.
- The city has been active with its stormwater efforts.
 - Challenges are bigger than the average city
 - The world of stormwater has been changing with the Minnesota Pollution Control Agency adding new permitting requirements for water quality.

Water Quality/Environmental Protection:

- Stormwater runoff generates nutrients which goes to lakes and waterbodies leading to impairment and pollution in the water bodies.
- It has become highly regulated through the State and Government. Now required to have a Permit.
- MPCA Permit makes the city accountable for:
 - Enforcing design standards on development.
 - Operate system to minimize pollution on the environment.
 - Retrofitting areas that don't meet today's standards. (As they go through older neighborhoods and re-do roads, there is an expectation that the city looks at ways to improve water quality coming out of the neighborhood).

IGH Storm Sewer has many components:

- 110 miles of pipes and appurtenances.

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- 200 constructed ponds (ponds that act as a buffer from storms, hold the water back so the pipes can get it to the downstream water body).
- Infiltration systems and rain gardens around the community to help treat the water before it gets to lakes and ponds.
- Ditches and ravines.
- Natural basins, lakes, and wetlands.
- Other water treatment systems.

More funding is needed for Stormwater:

- In the last 30 years it has been more complex.
- Accelerated in the last 15 years with the permit process. Infrastructure rehabilitation need is growing.
- More costs are associated with managing the system.
- Examples of retrofit projects:
 - M&I Homes
 - Good Samaritan
 - 64th Street Trunk Storm Sewer
 - Dawn Way Emergency Repairs

He stated Stormwater Utility would be a classic place to fund. In this case they are using pavement management dollars.

The city has significant deferred maintenance:

In 2016/2017 Staff did a major study of the stormwater system and found there was \$17 million dollars' worth of deferred maintenance.

Permit requirements are growing:

- There is more deferred maintenance piling up.
- Aside from the General Fund and having to use money out of Pavement Management relating to roadway projects.
- Stormwater Utility is a form of raising funds from the community that hasn't caught up with the need.
- A challenge to the community. At that time, bringing this forward was a difficult issue. The thought was that they wouldn't bring the stormwater utility up to try to fund everything right away but try to get it in place.
- Incremental increases have been made every year.

Permit requirements create more costs:

- There is an active need now. Not only requiring this be built, the MPCA wants the city to provide annual reports. They want the city to verify that private systems are being operated and maintained correctly along with documenting and reporting. This is called the MS4 Permit.

Most Cities use a Stormwater Utility Fund:

- A fee is charged to every property. The fee raises money to manage and repair stormwater facilities.
- Collected with utility bills.
- Based on the amount of stormwater generated.

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- The bigger the parcel, more blacktop/hard surface they have, the more runoff, the more impact they have, the higher the rate.
- Small parcels and open space have the lowest rate.
- Simplified down so every single-family lot has the same rate.

Stormwater Utility is already in place:

- As the northwest area developed, research was done:
 - Noticed it was going to have new systems and treatment facilities.
 - Set a higher rate for the northwest rate. Currently has a separate, higher stormwater utility rate.
 - Bringing in \$500,000 a year.
 - Inver Grove Heights Utility has a much lower quarterly fee compared to most other cities.

Stormwater Utility Comparison for Inver Grove Heights:

- Quarterly bill is about \$6.00 a quarter for a residential household.
- \$24.24 a year.
- The average for area cities is just under \$80.00 a year.
 - Eagan is active in water issues. \$76.44
 - Woodbury had several basins in the area that had water quality issues. \$82.00

He believes these cities are using their Stormwater Utility to fund those activities. Comparing it to where Inver Grove Heights is, the city isn't funding all stormwater activities with the Stormwater Utility Fund.

This:

1. Increases the deferred maintenance.
2. Tries to gather money together from other sources like the Pavement Management Program.

Comparison of Municipality and the Annual Bill for a single-family home:

- Inver Grove Heights = \$24.24
- Inver Grove Heights Northwest Area = \$73.32
 - Overall Area Average = \$78.50

He said this was a pretty significant difference. Accounting for the MS4 Permit requirements are directly impacting what is being built in the northwest area. He stated the question would be if now is the best time to make adjustments.

He stated he brought this before the Council because there would be discussion about a stormwater utility rate increase or changes at the next meeting.

- There has not been a detailed in-depth financial analysis.
- Stormwater utility is not supporting all of the work that needs to be done.
 - Some of this work is not getting done.
 - Some of it is getting paid for with other sources, which effects other infrastructure.
- Suggests having an analysis in 2022.
- Suggests taking this in parts to get where needed. May want to try to do something this year.

Strategy for Consideration:

- Looking for feedback.
- Additional information would be brought forward next month.
 - In 2022 refine and define financial needs.
 - What the deferred items are

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- What has been taken off the list
- What has been added to the list
- Develop a detailed multi-year plan to make adjustments.
- Determine and understand how they would be moving into the MS4 Permit issue.
- Educate the community on the needs and what is involved.
- Consider making adjustments over time to get closer with where the northwest area is.
 - The northwest area has a lot of stormwater treatment systems. All brand new.
 - Older parts of town do not have some of those systems and may need to build them as rehabilitation/other projects take place in neighborhoods.

He said the question for Council would be if the process should begin with the 2022 Budget (Jan. 1).

For 2022 Budget Consideration - 1st Step:

- Increase non-northwest area rates by 25%.
- Raise the quarterly rate by \$1.50 per household. Currently at \$6.06. Would go to \$7.58.
- Recommends a nominal northwest area 5% rate be added to keep the current system healthy. Currently at \$18.33. Would go to \$19.25.

He stated this is not based off of an accountant's analysis of costs. This is based on observing what is ahead with MS4 Permitting and the deferred maintenance. He said as they start doing much larger areas as a result of pavement management efforts, they would be uncovering stormwater problems. They could find stormwater pipes that are cracked, manholes needing replacement, catch basins with broken rings. A funding source is needed. If there isn't funding in the stormwater utility, it would likely come out of the Pavement Management Program. He said the city does not currently assess anything for stormwater improvements. Some cities do, some don't. This was something that could be discussed.

Councilmember Dietrich referenced the Inver Grove rate of \$24.24 asking how the northwest area rate came about. Interim Public Works Director Eckles responded the northwest area pays \$18.33 a quarter. If living in the older part of town, paying \$6.06 a quarter. Different rates per household.

Councilmember Dietrich asked what the northwest area was paying. Interim Public Works Director Eckles responded the yearly amount for the northwest area is \$73.32. Inver Grove Heights older neighborhoods pay \$24.24.

Councilmember Dietrich asked if the MS4 Permit process was something that would be done in house if staffing allows. Interim Public Works Director Eckles responded the city he just came from prior to working here had 1.5 Staff that exclusively did the paperwork, planning, financing, and budgeting. He said there are inspection records and verifying properties are doing what they are supposed to do. Inver Grove Heights doesn't have that yet, but it is going to come. He said the PCA is auditing cities. Cities that are not meeting regulations are being fined. He said the first five years of the process was easing into it, the next five years would be stricter. They are currently 2 years into the second 5-year period. The next one would be a lot more difficult.

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Councilmember Dietrich thanked Interim Public Works Director Eckles stating part of solving any problem, half of it lies in just presenting; identifying the problem and the solution. She said she appreciated him bringing forward this information, a lot of it was new to her.

Interim Public Works Director Eckles stated people read their Utility Bills and notice increases. It's not a popular thing.

City Administrator Wilson stated in a community like Inver Grove Heights where there is a substantial number of properties not on city water and sewer, this is a bill that is applied to all property owners. If on city water and sewer, it is merged into the regular utility bill. If not on city water and sewer, a bill will be sent just for this dollar amount. It's a small amount, it will stand out.

Councilmember Dietrich stated she receives calls about this.

Councilmember Piekarski Krech commented that people not on water and sewer have larger property, it can be a significant amount. They definitely hear about it. She said it was an extremely contentious thing. People show up because it's a tax. She said the only reason it passed the Council after at least 3-4 years of discussion was that it was the only way to get every property in the city to pay for stormwater. Any property that didn't pay real estate taxes was not paying for stormwater. That was the only reason the stormwater utility passed was because money could be collected from non-profits. Churches and Schools are the ones with the most impervious surface.

Interim Public Works Director Eckles stated \$1.50 seemed like something they could handle. Larger sites, such as Target for example, will notice a higher number.

Councilmember Dietrich mentioned when Target did the parking lot, they did pervious asphalt in a few sections. Interim Public Works Director Eckles responded that was the type of thing they would keep seeing over and over. A number of cities are doing stormwater re-use, using it to water new developments. There are new innovative strategies to deal with new regulations.

Interim Public Works Director Eckles stated cities that have more money than Inver Grove Heights are struggling with this. He said with where things are at now, as issues come, it would be difficult if there wasn't a better revenue source. He said this could be done all at once or over a period of six years with a 25% adjustment every year. Eventually this would be up to the amount the northwest area has.

Councilmember Piekarski Krech stated the northwest area would increase too because they have infrastructure that costs more to keep up. That's why fees there are higher. Interim Public Works Director Eckles agreed stating the area has newer systems that are more expensive to operate. The northwest area has pipes that are going to last 70 years where the older part of the city has pipes that are falling apart and need replacement or are not built to standards. He said something that could be looked at as a part of an analysis would be if there should be different tiers in parts of the city or not.

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Councilmember Piekarski Krech commented that they keep giving permits for people to add on and/or add impervious surface, but still meet impervious for their area. She asked if they shouldn't be charging more if adding impervious surface. She said there were a lot of properties that have blacktop driveways and several sheds who contribute more than the place next door that doesn't have all that, doesn't have a bigger footprint. Interim Public Works Director Eckles responded that was an excellent topic. One of the things Council has his him working on is the agreements that have come before the Council regarding stormwater agreements. Some of those are related to people that went over the impervious threshold and now need to build a raingarden and enter into an agreement. He said that is a bureaucratic process. If they could adjust their stormwater utility from here on to cover it and use the money to do something to the system to help. He said it was a great idea but had not heard about it being applied to stormwater utility.

Councilmember Piekarski Krech said to her it made sense. If there is one house on five acres, and there's another with a house, pool, and sheds, they produce more stormwater runoff then the one home property is. She questioned why they pay the same when they produce more runoff. Interim Public Works Director Eckles responded that is exactly what the idea is, to pay proportional. He said it becomes a nightmare and needs to be simplified.

Mayor Bartholomew asked if what is being suggested would be a 25% increase this year, and then define and refine for all areas; the northwest area, older areas of town, and the unsewered area. He asked if this update would be in 2022. Interim Public Works Director Eckles responded it was one idea, he was open to others. He wanted to make sure the Council is aware there is an issue.

Mayor Bartholomew asked if the 25% would be brought before the Council for discussion at a Work Session. Interim Public Works Director Eckles responded the next budget meeting had stormwater utility on it. He said stormwater utility is probably the fairest way to deal with stormwater.

Mayor Bartholomew said the process of easing into it is the right way to go. He wanted all to understand 25% is being contemplated this year.

Councilmember Gliva asked if there were projects, they would immediately start on and if there was a priority of high/medium as far as long-term maintenance. Interim Public Works Director Eckles responded they have a long list. He said Dawn Way is a good example. They are starting to work in the neighborhood and discovered there was a pipe that washed out going down a hill, but the neighborhood system is somewhat substandard. He said they are trying to get a half million-dollar Grant for the neighborhood to do retrofitting to meet MS4 requirements. Currently there is Grant money available to do these types of things, in five years there may not be. He said now is a good time to try to do something in the Dawn Way neighborhood such as rain gardens and fix pipes. That is type of thing that could be done if having a stronger program.

Councilmember Gliva asked if anything would be replaced during some type of street reconstruction. Interim Public Works Director Eckles responded the stormwater system in urban areas is right under the street. The curb is like an urban ditch, a stormwater system to some extent. When going in to do a

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street rehabilitation project they would look at all of the infrastructure. If there is anything in bad condition, they would discuss what needs to be done. If it's a minimal project, anything dire, hazardous, or won't last until the next project, it would need to be taken care of. He said they look at water mains and hydrants. If they are tearing the street up, that is the time to do it.

Mayor Bartholomew noted that South St. Paul was not on the list. He asked what they did for stormwater. Interim Public Works Director Eckles responded those listed were on the internet. There were some staffing shortages last week, so he had to do some of the research himself. He said he did talk to Staff who believed that West St. Paul had something, but it wasn't easily located. He said he was unsure about South St. Paul.

Councilmember Piekarski Krech commented she didn't believe South St. Paul had stormwater utility. She thought maybe they assessed for it. Interim Public Works Director Eckles stated assessments for stormwater have become more difficult in the courts to justify. Stormwater utility seems to be the solution or more taxes. Mayor Bartholomew mentioned that it would then become an item for General Levy.

Interim Public Works Director Eckles stated the number proposed tonight is a good place to start, especially looking at where things are, and where it needs to be. It's not a big step. He said education would be really important, they would have to work with the Communications Department, work on the January newsletter, and keep discussing the needs. He said the MS4 is important, the public wants their water to be clean.

B. Adjourn:

Motion by Gliva second by Dietrich to adjourn the meeting at 9:00 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, OCTOBER 11, 2021 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, October 11, 2021, in person. Mayor Bartholomew called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Bartholomew, Council Members: Piekarski Krech, Dietrich, Murphy, and Gliva; City Administrator Wilson, City Attorney McCauley Nason, City Clerk Kiernan, Police Chief Chiodo, Police Officer Johnson, Civil Engineer Moser, Interim Public Works Director Eckles, Community Development Director Rand, Assistant City Engineer Dodge, and Finance Director Hove.

Also Present:

3. PRESENTATIONS:

DWI Award to Officer Johnson

Police Chief Melissa Chiodo introduced the person who would be presenting the Award, the original Traffic and DWI guru in Minnesota, Bill Hammes, who was a Lino Lakes Police Officer, and prior to that worked in San Diego. Mr. Hammes was instrumental in getting DWI's at the forefront for Officer enforcement. She said he did a lot of work with Anoka County when they were one of the top Counties for DWI's and is currently with the Office of Traffic and Safety Management now that he is "retired". She said he is the coordinator and person that the Department goes to when doing things with DWI's.

Bill Hammes stated beginning on Wednesday, the TZD (Toward Zero Death) Conference would be held virtually. This conference consists of 12 sessions; 6 in October, 6 in November. To participate, log on to MinnesotaTZD.org to see all of the sessions and register for any of them. It's free. There are some interesting sessions coming up that deal with traffic safety.

Mr. Hammes stated he was here to recognize Officer Johnson, but first he wanted to share the following statistics:

- Over the last 20 years traffic fatalities have been going down in Minnesota.
- In 2003, 655 people died on the roadways.
- In 2017, the fatality rate was 358. This shows a 45% reduction. That has a lot to do with what the Officers are doing.
- 358 is the lowest fatality rate in Minnesota since World War II.

He said things haven't gone well these last few years, things have been on an incline.

- Last year 394 people lost their lives on the roadways.
- This year, as of this morning, 379 people have died on our roadways compared to 312 at this time last year.
- It is estimated that it could go over 500 by the end of the year at the rate things are going.

He stated at the Office of Traffic Safety, they have recognition programs. This is not a reward or award. This is recognition for what they call lifesaving Police work. Every time an Officer removes an impaired driver from the streets, who knows what may have happened down the road. It could be the possibility of a life saved. He stated for example:

- A Chisago County Deputy stopped a vehicle for a minor equipment violation (taillight out). The driver was impaired and wanted for murder in Anoka County. That person is off the streets.

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- The Wyoming Police Department stopped a vehicle driving erratically down 35. The vehicle was pulled over and the driver was found to be impaired and was arrested. The driver was put in the backseat, and it was noticed the person had slumped over. The occupant was taken out of the car, did not have a heartbeat and was not breathing. CPR was started and Narcan was administered, which started to work but again the person's heart stopped. CPR was continued for 8 minutes until the Paramedics arrived, another shot of Narcan was given, got him to the hospital, and the individual lived. He said they say that guy's life was saved twice. 1. When he was taken off the road and could have killed himself or someone else. 2. By doing the actions that he did. He commented that is the kind of Police work lately seen all of the time.

He said he always tells Officers after they make these arrests and are back in the department doing paperwork the following: Every time you take one of these people off of the street, ask yourself this while doing the report; who gets to go home tonight to their family because you did what you did.

Mr. Hammes stated tonight they would be recognizing someone he calls a Hero, someone who saves lives. In 2020 Officer Johnson arrested 31 impaired drivers in the City of Inver Grove Heights. He said to remember how traffic was down in 2020 due to Covid. So far this year he has arrested 99 people for impaired driving. He was nominated by the Agency for the DWI Officer Recognition Program and selected to be one of the recipients. On 9/11, Officer Johnson managed to arrest 3 impaired drivers in one shift. That is a lot of dedication and good Police work. In Minnesota, that is called a Hat Trick. He stated tonight he is here to present Officer Johnson with the DWI All Star Bat, Hat, and Pin, along with the Hat Trick Hat and Pin. He displayed the bat which states the Officer's name along with "DWI All Star".

Mr. Hammes stated on behalf of the Office of Traffic Safety, the Director Mike Hanson, and everyone who works there, he presented him with the Bat and thanked him for the work he has been doing because lives have been saved. The Hat and Pin, and the Hat Trick Hat and Pin were presented to Officer Johnson.

Mr. Hammes thanked the Council for letting him be in attendance tonight and for all of their support in this program. He said we are all saving lives and making sure everyone gets to go home.

Mayor Bartholomew addressed Officer Johnson and thanked him for his hard work and efforts. He thanked him for his dedication and hard work saying it means a lot to the city.

4. CONSENT AGENDA:

A. Minutes from the September 13, 2021, City Council Meeting.

B. Resolution 2021-259 Approving Disbursements for Period Ending October 5, 2021.

C. Consider Approval of Personnel Actions.

D. Contract Extension with WSB for Interim Public Works Director Services.

E. Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and **Resolution 2021-260** Accepting Work for City Project No. 2021-09B - Seal Coat.

F. Consider a **Resolution 2021-261** Ordering Feasibility Study, Accepting Engineering Services Proposal from Bolton and Menk, Authorizing Preliminary Engineering and Professional Services for City Project No. 2022-09E - Alison Way Area Rehabilitation.

G. Consider a **Resolution 2021-262** Ordering Feasibility Study, Accepting Engineering Services Proposal from Bolton & Menk, Authorizing Preliminary Engineering and Professional Services for City Project No. 2022-09F - Tyne Lane Area Rehabilitation.

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- H.** Consider a **Resolution 2021-263** Ordering Feasibility Study, Accepting Engineering Services Proposal from Bolton & Menk, Authorizing Preliminary Engineering and Professional Services for City Project No. 2022-09G - Albano Trail and Albright Court Rehabilitation.
- I.** Consider a **Resolution 2021-264** Ordering Feasibility Study, Accepting Engineering Services Proposal from WSB, Authorizing Preliminary Engineering and Professional Services for City Project No. 2022-09H - Upper 55th Street (Blackberry Trl to Cahill Ave) Rehabilitation.
- J.** Consider a **Resolution 2021-265** Ordering Feasibility Study, Accepting Engineering Services Proposal from WSB, Authorizing Preliminary Engineering and Professional Services for City Project No. 2022-09I - Carmen Avenue and Claude Way Area Rehabilitation.
- K.** Consider a **Resolution 2021-266** Ordering Feasibility Study, Accepting Engineering Services Proposal from SEH, Authorizing Preliminary Engineering and Professional Services for City Project No. 2022-09J - Cheney Trail and Coffman Path Area Rehabilitation.
- L.** Consider a **Resolution 2021-267** Ordering Feasibility Study, Accepting Engineering Services Proposal from WSB, Authorizing Preliminary Engineering and Professional Services for City Project No. 2022-09K - Akron Avenue and 50th Street Rehabilitation.
- M.** Consider a **Resolution 2021-268** Ordering Feasibility Study, Accepting Engineering Services Proposal from SEH, Authorizing Preliminary Engineering and Professional Services for City Project No. 2022-09L - Bolland Trail and 62nd Street Rehabilitation.
- N.** Consider Accepting Donation of Trees for Dog Park.
- O.** Approve **Resolutions 2021-269** relating to a Conditional Use Permit for a 40 unit assisted living facility and Conditional Use Permit to exceed 25% maximum impervious surface in the Shoreland Overlay District for Rachel Development. Property located at 7855 Cahill Avenue.
- P.** Approve a **Resolution 2021-270** relating to a Variance for James Leslie for a front yard setback for property located at 7974 Blanchard Court.
- Q.** Approve a **Resolution 2021-271** relating to a Conditional Use Permit amendment and Storm Water Facilities Maintenance Agreement for Jaeger Construction for an expansion of an automobile and off highway vehicle sales lot for property located at 1290 50th Street.

Motion by Dietrich, second by Murphy, to approve the Consent Agenda as presented.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:

A. Assessment Hearing to Consider Resolution Adopting Final Assessment Roll for the 2021 Pavement Management Program, City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements. Resolution 2021-272

Civil Engineer Jacob Moser gave a presentation on the Delaney Circle and Delaney Court improvements for City Project NO. 2020-09D.

Project Overview:

- Petition from the neighborhood for street improvements.
 - Received by Council dated June 2020
- Partial reconstruction of Delaney Circle and Delaney Court
- Roadway and driveway culvert replacements and minor ditch grading as needed

Final Project Cost and Funding:

- Total Project Cost for Street and Storm Improvements: Including Administrative and Engineering costs along with construction: \$742,440
- Funding comes from a combination of Pavement Management Funds and Special Assessments

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- Total proposed Assessments: \$345,600
- Total Pavement Management Fund: \$396,840

Assessment Policy & Proposed Assessments:

- City Assessment Policy for single family lots in a neighborhood assessed per parcel (all lots same amount).
- Partial Reconstruction Projects, the city Assessment Policy is to assess 55% of the project cost to the benefitting property owners.
- Proposed assessment amount based on the lower cap or Policy amount.
 - Assessment Cap
 - (Value provided by an Independent Appraiser in a Special Benefit Report)
 - \$9,600
 - Policy Street & Storm Assessment (Preliminary Stage)
 - Based on 55% of the estimated project cost at that time
 - Would have been \$14,424
 - Policy Street & Storm Assessment (Final Cost)
 - \$11,343
 - Equal to 55% of the total project cost
 - Proposed Assessment
 - \$9,600
 - Equals 47% of the total project cost funded by assessments
- Special Assessments have a recommended 10-year term with 3.15% interest

There are 36 Single Family Lots to be assessed. All lots are adjacent to Delaney Circle and Delaney Court.

Payment of Assessment:

- Assessment Payments:
 - 30 days to pay in full or payments due with 2022 taxes
 - 3.15% Assessment Rate (Proposed per Policy)
 - Interest begins to accrue January 1, 2022 (Resolution)
 - 10-year term proposed per Policy
- Deferred Assessments (Income Based)
 - 65 years of age or older
 - Active Military
 - 100% Disability

Project Schedule: Anticipated for the project:

- Substantial Completion: August 2021
- Assessment Hearing Informational Meeting: September 29, 2021
- Assessment Hearing at the City Council Meeting: 6:00 p.m. on October 11, 2021

Recommendations:

- Open and Hold the Assessment Hearing
- Pass the Resolution adopting the final assessment roll
 - 10-year term at 3.15% interest

Mayor Bartholomew stated before opening the Public Hearing, Staff has asked that questions are listened to, and Staff would take notes. When everyone is done each question would be addressed. If there are follow up questions, those would be discussed at that point. The Public Hearing was opened.

Jeff Dahn, 8341 Delaney Circle, stated he was the one that instigated this project. He said he appreciated the work the Council has put in. He appreciated the work the City Council and Civil

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Engineer Jake Moser provided. He mentioned initially the price tag was pretty high, residents questioned it, went through it, and the bid came down considerably. The final bid came in at \$580,000 for the contractor to do the job. This was subbed out to Kimley Horn for engineering. He asked how they got from \$580,000 to \$742,400 for the total project. He asked what those costs were, how the city was accountable for subbing the work out, and who looks at the work that was subbed out. He asked what the engineering cost was. He said he thought there were other things rolled into the project, for example; sewer repair that the city had been talking about doing for 15 years. He believed those costs were rolled into the street rehab project.

He asked who watches costs when the work is subbed out. He said he felt the cost was excessive considering how small and straightforward the project was. The increase seemed like a lot of administration and engineering costs. He said he asked the Civil Engineer to send him information today, but he did not receive it. He said a couple of residents tried to join the virtual meeting last week and were unable to get in. He asked what was spent on engineering, why the storm sewer project was rolled into the street and assessed when they felt it was the city responsibility for the last 15 years.

Mayor Bartholomew clarified his questions:

- The cost going from \$580,000 to the \$742,000 finish.
- Engineering service costs, who authorizes and approves.
- Sewer costs were rolled into the project when residents felt it should not have been.

Mr. Dahn stated the City Council and Civil Engineer Jake Moser did a great job. He said the job turned out great, everyone is happy with it.

Jack Sabba, 8357 Delaney Circle, stated some of his questions were answered today by Civil Engineer Moser. He said he bought his house four years ago and was assessed four years in with a \$9,600 tax assessment to redo a road that was built 40 years ago. He asked why it falls on the shoulders of the homeowner now to have to come up with that, when someone owned that home for 36 years, enjoyed the road, and didn't pay a dime towards it. He said the Special Benefit Analysis that was done was subjective in nature that someone could put a cap on this. He asked why it was drawn there and not lower. He said they didn't ask for extras in their petition such as sidewalks, sewer drains, or streetlights. A majority of the cost, 47% for just redoing an existing road, falls on their shoulders. He requested someone speak on how that was fair. He said he objects to the assessment, its term, and the interest rate. He handed a copy of his objection to the City Clerk.

Interim Public Works Director Klay Eckles responded to questions as follows:

- The final bid and why.
He said this was a pretty common question. These projects are difficult to finance, design, work with the neighborhood, inspect and oversee that the work is being done correctly, redesign when running into problems in the field, and legal issues that happen over the course of the project. Every project needs certain services: Pay for the Clerk that takes care of the assessments, determine how to finance. There are city staff involved, consultant, and problems on every project. He said 30 years ago a 40% markup was assumed on every project. Since that time Engineers have become more efficient, the markup at the front end of predicting soft costs has gone down. Instead of 40% it may be more like 30% as an average.
- The question of who watches the Engineers that are designing the project.
He responded the city hires consultants that do initial studies, looks at different options. They are experts in their field and do this in other cities. Consultants are hired to design the project with city Staff reviewing the work, giving feedback, getting feedback from residents, and ask

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that changes be made to adapt to specific city needs. He said during construction there is a team: A city Staff person is the project representative on a job. That person watches over the aspects of the project and deals with resident concerns and issues. The consulting firm has a Project Inspector and Project Design Engineer that watches over the project. There are two sets of eyes on a project. City Staff is responsible for watching that the Contractor and Engineer are doing their jobs and doing it efficiently. The city needs to make sure they are getting their monies worth out of the consultants and Staff. Not every project goes smoothly, there are extra costs and challenges that are reflected in the overall price.

He said the city uses general city tax money to pay for a good portion of projects. There are factors that go into the process. Part of that is to help subsidize the initial costs of studying.

- The question why do these costs fall on our shoulders.
The answer goes to just about every project in the city. The city uses assessments to pay for improvements. Assessments are an important tool for cities to pay for infrastructure. This is a city of citizens, the infrastructures serve them, it's their street, it is there to serve them. If people didn't live there, there were no homes, the street wouldn't need to be there. Residents pay for that street when it comes time to fix it. He said in Inver Grove Heights it was decided long ago that they were going to use general taxes to pay for some and use assessments to pay for some. Everyone receives some benefit from using that road. General taxes go to pay for it, everybody pays taxes, everyone gets some benefit from their taxes. It recognizes the improvement is specifically for that neighborhood, that neighborhood pays a specific assessment.
- Special Benefit, where does the cap come from, why was \$9,600 the amount assessed.
He replied if the city is going to use assessments, a property cannot be assessed for more than what the improvement is on the property. The improvement is based on how much benefit the property received. That is measured by how much the property increases in value. When a street is in very poor condition, it almost becomes a blight on the property. When a neighborhood gets a new street, it improves the appearance of the neighborhood and the value of the property. The city uses a specialized Appraiser skilled in analyzing neighborhoods and determining the improvement value. That is where the \$9,600 came from. He said they pick the experts they do because they want a good number, but also want to be able to defend the number in court if someone challenges it. He said a test would be if someone were to sell their home now, after the project, a wary buyer would see a brand-new street and know they wouldn't have to pay a street assessment for a while and may be willing to pay more.
- Fairness. If it was fair to use this approach.
He responded he wasn't sure there was a happy way of spreading these costs. The city is subsidizing over ½ the total project using general tax revenues and other sources. There is over \$20,000 worth of effort being put forth to each lot in the neighborhood, but only asking \$9,600. The city is providing a 10-year period for people to pay it off, if using the city financing approach through assessments and paying it off as a part of their taxes.
- Sewer/sewer costs and if it should/should not be included in assessments.
He said he would refer to Civil Engineer Moser on this but did say that the sewer relates to street such as manholes.
- He said when the question arose of whose street it is, it also raises the question of whose sewer it is. People need to pay for "other" infrastructure as well. For sewer and water, a utility fee is collected to make major improvements. People pay for that through their utility bills.

Mayor Bartholomew mentioned that the number from the total contract was \$580,000 but finished at \$742,000. He said that was a big number, a roughly \$160,000 difference. He said he didn't recall seeing that kind of a difference on many projects and wanted understanding that these were looked

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through thoroughly so they can support the increase of \$160,000. He asked if a copy of the Benefit Analysis was sent to all property owners. If it is policy to make sure they receive it. Interim Public Works Director Eckles responded the Benefit Analysis is available in the office if people want to see it. It is not mailed out. The results are shared. Mayor Bartholomew questioned if they make it clear those are available to them.

Interim Public Works Director Eckles responded about the cost difference stating that is what Staff refers to as "LEAF", Legal, Engineering, Administrative, and Financial costs. The project cost came down as a percentage, the percentage is pretty high now in comparison to what they believed the project would really be. The percentage of that number is not as great. It's not that unusual to see a number like that for these more complicated reconstruction style projects that had design changes along the way.

Mayor Bartholomew stated to clarify, the costs that were fixed were not changed because of the lower cost of the project itself. He said it appears to him that the difference is more than he can recall seeing in the past. He wanted to make sure to look at each one of those costs and make sure dollar for dollar it was appropriate.

Civil Engineer Moser responded to the following question:

- Sewer/Stormwater on the project.

He responded with the Assessment Policy they assess for street and storm sewer costs to the project. Curb streets that have storm sewer. It's a rural section with ditches on either side of the road with some ditches that run between houses to convey stormwater downstream. Part of this project was grading outside of the road corridor. A ditch was done that conveyed stormwater from ditches along the road, and along a lot line between two residences. It was a known issue in the past. The area that was improved had erosion into a ravine. He said stormwater conveyance improvements were made to the project, redefined the ditch, and did rip rap stabilization going down the ravine. That is viewed as part of the stormwater conveyance system that benefits the neighborhood. Water from up the hill was coming down the ditches had been overtopping the street and causing drainage issues for one property owner. To summarize, the stormwater portion of this project included some minor ditch grading, most next to the road. One component was outside the road further down the ravine. That fits within city policy of assessing for street and stormwater improvements. They need to have a stormwater system that gets water off the road and protects the investment.

Mayor Bartholomew asked if the line item was known for stormwater. Civil Engineer Moser responded he didn't have the exact cost but estimated it to be about \$20,000 that was spent on the ditch outside of the road corridor. Mayor Bartholomew asked if this had been discussed in the past and during ongoing meetings with everyone, that stormwater is a part of the cost and will be assessed as a part of the project. Civil Engineer Moser responded that has been stated.

Mr. Dahn said he was disappointed in the answer stating there is a lot of fluff built into soft costs. He said the Mayors question was not answered. He asked how they got to \$160,000 of engineering costs. There were no manholes. It was said the project was difficult, he felt this was the easiest project the city has ever done. Originally, the cost was \$944,000. He said he has built roads his whole career. He raised questions and had line items that he discussed removed. He said someone hasn't been doing a good job to go from \$944,000 down to \$580,000. It's not a good job of putting things together. He said for costs with city Staff, they are already paying taxes to pay those people. He said they speak of soft costs, but he doesn't call them that, they are costs. He asked how they could go from \$944,000 to \$580,000

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and back up to \$742,000 with nobody answering the question about subbing it out, and what the cost was to the city to manage this job. He said it was an easy job to do and finished ahead of schedule. There should not be costs like this built into a simple project. There should not be \$160,000 worth of soft costs. He said he didn't have a problem paying \$9,600, but other people do. He said he didn't need a sermon on selling the house because it has a new road, he wants to know how the city is managing the people that are working for them and who is watching costs. He said if he had not inquired about the costs, it may have been a \$944,000 project. He mentioned he didn't get anything answered here as far as soft costs, engineering, and subbing something this simple out to Kimley Horn. He said he is the one who pushed to get this done, they are not getting answers for the way it is managed. He stated the Civil Engineer did a good job and did everything he could to build the job and get it down. The answers are not coming from anyone here. He agreed with the Mayor that \$160,000 to watch this job/administration cost is pretty high.

Mr. Sabba stated he did not recall anything coming to them as homeowners in regard to the Special Benefit Analysis that was done. He commented to say this assessment would be done, and that they would know the benefit is some sort of realized benefit to increase property value. He said if someone gave them the opportunity to say the road was going to be done, their value may increase by \$9,600 that was why they were capping. It would have been nice to know then or before the project. He said he didn't know it was available to view, otherwise he would have looked at it before this meeting. He said it would have been nice to know it was available and maybe appeal whatever was come up with. He felt the number was arbitrary, based on redoing a road that needed to be redone anyway. He said the \$162,560 in difference for administrative soft costs is money they are already paying taxes for. That should be covered in this. He said subbing it out makes no sense to him either. He requested a list of the accounting to see where the money actually went. He responded about stormwater conveyance stating they pay an annual stormwater fee for their area. There are no drain sewers. They pay annually for ditches and culverts. He asked why they are paying extra now if its normal maintenance. If it was something that needed to be done, they should have just done it anyway. He said when bringing up the cost of something as being an issue, the response that comes back is that the city is paying half, as if they should be grateful. He said he doesn't see it that way, he sees it as residents paying taxes into a system. To be blindsided by something like this is not appropriate. He said he does not appreciate that they should just be ok with it. In his opinion the city should be paying 90%.

Mayor Bartholomew commented Staff can get line by line costs for the soft costs, engineering, legal, and finance. Interim Public Works Director Eckles responded they have a complete breakdown of every penny of the project. He said they have Staff doing what they spend their career on. He said he was surprised that someone in the construction industry was surprised about the costs. They are a part of every project built, part of every construction process. He said Staff is here to present numbers, they don't generate the numbers.

Interim Public Works Director Eckles addressed the comment about city staff costs being subsidized or re-captured through projects. He responded some Staff salaries are partially paid by the revenue brought in from these projects.

Councilmember Piekarski Krech stated that Mr. Dahn had mentioned the original \$900,000 cost. She asked if soft costs were included in that. She said comparing \$900,000 to the \$500,000 isn't quite the same. Normally when viewing project costs, it's the entire project cost, not just the cost of construction.

Mayor Bartholomew said it sounded like soft costs are a fixed number. What the bid is, whatever soft cost they have would be added to it.

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Assistant City Engineer Steve Dodge stated the original feasibility reports that are going out have additional contingencies in them. On a \$1 million dollar project, in his experience, there has been a noticed \$100,000 to \$150,000 savings from feasibility to when they construct. That is because there are built in numbers in order to make sure they don't over run budgets on projects. He said they take a step back and bid the project first, now they can re-evaluate assessments based on bids, not feasibility. When comparing this, Staff needs a chance to answer these questions, review items, and answer questions to Council and residents. He said they do work on making sure they are cost effective throughout the project; they look for cost savings as they go through. The feasibility report gives an idea of project costs and preliminary assessments. He said when he did the numbers, \$160,000, is 22% overall, soft/LEAF costs. Those go into a lot of different areas of the project; its feasibility, preliminary assessments, assessments, construction, and finalizing the project. All areas they are serving and testing, project managing, and inspecting. Working with consultants because they are not staffed enough to handle every project internally. He said from his perspective this project was done very effectively and efficiently. He said Staff could work with Mr. Dahn and Mr. Sabba to explain and show them and the Council that this was a well-done project.

Motion by Gliva, second by Piekarski Krech to close the Public Hearing at 6:55PM

Ayes: 5

Nays: 0 Motion carried.

Mayor Bartholomew asked for information about how to protest assessments and the timeline to get those in. City Administrator Wilson responded residents on the project have until this Public Hearing today to hand in a written objection to the assessment. One of the speakers has done that. She said it was possible that one or more properties have also done that via mail.

City Clerk Rebecca Kiernan stated she has not received any other written objections.

Mayor Bartholomew asked if the mailbox outside of City Hall could be used. City Clerk Kiernan responded yes. Staff checked the box today.

Mayor Bartholomew asked if the opportunity to challenge was at the end of this hearing or the end of this meeting. City Attorney Bridget McCauley Nason responded in order to challenge the assessment further, the individual would need to file a written objection with the City Clerk prior to the closing of this Public Hearing, or with the Mayor at the close of this hearing. If objections are not received by the close of this hearing, that would be the timeframe for taking the first step. She said there were other steps in Statute if an individual who files an objection wishes to pursue further.

Mayor Bartholomew questioned if an individual wishes to go further, if they would get that information from Staff or seek their own legal advice. City Attorney McCauley Nason responded on the hearing notice provided to all residents, all Statutory language was provided that lays out the appeal process. If someone wants to appeal the Special Assessment further, they will need to review the Statute and consult with their own Attorney.

Mayor Bartholomew said follow-up information on the Special Assessment notice and clarification is being requested for Mr. Dahn and Mr. Sabba. Council is looking for line-item costs for LEAF. He said he believes the process has gone well and fast. He drove through the area on Sunday and felt it looks very nice compared to last year at this time. He commended the citizens for the Petition and the follow

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through with Staff. He commends Staff for getting this project done. He said he is in support of the Resolution.

Motion by Murphy, second by Dietrich, to approve Resolution 2021-272 Adopting Final Assessment Roll for the 2021 Pavement Management Program, City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements.

Ayes: 5

Nays: 0 Motion carried.

B. Assessment Hearing to Consider Resolution Adopting Final Assessment Roll for the 2021 Pavement Management Program, City Project No. 2021-09D - Bryant Lane Area Improvements. Resolution 2021-273

Assistant City Engineer Steve Dodge gave the following presentation for the Bryant Lane Area Improvements, 2021-09D.

Project Overview:

- 1997-1998 Majestic Woodland Development
- Urban street section
- September 2020 authorized feasibility
- February 2021 Improvement Hearing
- Summer 2021 construction
- Blackberry Trail eliminated from the project

Project Cost Summary:

- Total Project Cost: \$1,421,198
- Storm Sewer Improvements: \$247,567
- Sanitary Sewer: \$25,932
- Watermain: \$86,906
- Contingency Items: \$43,438
- Total Project: \$1,825,041

Funding and Assessment Policy:

- Project funding through a combination of Pavement Management Program (PMP) Funds, utility funds, and Assessments.
 - Total Proposed Assessments: \$577,415.90
- City Assessment Policy is based on single family lots assessed per parcel (combined street and storm sewer improvements)
- Reconstruction Assessment Policy is 35% of Street and Storm improvements (34.6% actual)

Final Assessment Amount

- Final City Policy Assessment Amount: \$9,310.12 (\$9,491 Preliminary Assessment)
 - There were cost savings throughout the project. Able to implement those in the total project costs, reducing the cost for the city and for assessments.
 - 14 properties entered into the Driveway Program. (City started the program in 2008).
 - Parcels decided to replace their own driveway from curb all the way to the garage. Homeowners didn't want a seam in their driveways that they would have to shovel past.
 - Worked through this with the Attorney's. Resulted in a \$475.16 driveway credit.
 - 14 properties received a \$8,834.96 Assessment due to the credit and chose to do their own driveways themselves.

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- Single Family Parcel Preliminary Special Benefit Assessment Cap Amount.
 - Done by an Independent Appraiser.
 - Is a test to see if the city Policy is low or high.
 - The benefit that could have been received for Assessments is \$14,000.
 - Being this is a reconstruction project, the proposed \$9,310 is much lower. Always use the lower of the two.
 - 10-year term.
 - 3.15% interest.
 - Have 30 days to pay in full once Council levies the Assessment.

Payment of Assessment:

- Assessment Payments
 - If not paying within 30 days after tonight, the city will certify the assessments with the County.
 - Would then begin payments in May 2022 twice per year with their taxes from the County.
 - Can pay in full anytime.
 - Interest begins to accrue January 1, 2022 (Resolution).
- Deferred Assessments (Income Based)
 - 65 years or older
 - Active Military
 - 100% Disabled

Project Schedule:

- Held a virtual information meeting with residents. 13 residents were at the meeting. Questions that arose were addressed.

Recommendations:

- Hold the Public Hearing
- Pass the Resolution Adopting the Final Assessment

Councilmember Dietrich referenced when it is deferred and its income based, for example, Active Military, she asked if the income threshold still has to be met. Assistant City Engineer Dodge responded there is always an income threshold at an administrative level. It goes through the Public Works Specialist in the Public Works Division. There are more details on what that threshold is but has to do with what is considered low income, there is a multiplier.

Mayor Bartholomew asked about the Virtual Meeting and wanted to make sure everyone was addressed, and their concerns were answered. He asked if there were any open questions at this time. Assistant City Engineer Dodge responded there were standard questions about terms, payment, and how that works. Those were answered when meeting with residents. He said for one property, 5955, the Roggenbucks, he has been working with them on an Agreement due to a drainage issue with their driveway. He said there was one issue where a contractor had an accident and dropped a piece of concrete on a wooden sign that was at the entrance to the development. The contractor has said they would dedicate the replacement of that sign. Staff will not submit final payment until that item has been achieved.

Motion by Piekarski Krech, second by Dietrich, to close the Public Hearing at 7:11PM

Ayes: 5

Nays: 0 Motion carried.

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Motion by Piekarski Krech, second by Gliva, to approve Resolution 2021-273 Adopting Final Assessment Roll for the 2021 Pavement Management Program, City Project No. 2021-09D - Bryant Lane Area Improvements.

Ayes: 5

Nays: 0 Motion carried.

Mayor Bartholomew thanked Staff and all residents on Bryant Lane for their input. It was a good project that was well done by everyone.

6. REGULAR AGENDA:

Administration & Finance:

A. First Reading Ordinance Amending Development Fees and Calling a Public Hearing on Development Fees.

Finance Director Amy Hove stated she is requesting the following two action items:

1. To consider a First Reading of an Ordinance to amend the current City Code to adjust fees and charges associated with development activities as they pertain to the city's utility connections.
2. Requesting the City Council schedule, a Public Hearing in conjunction with those changes.

She stated the City Code currently requires Three Readings for an Ordinance change. Those dates are:

- October 11, 2021
- November 8, 2021
- December 13, 2021

According to State Statutes required to hold a Public Hearing, Staff suggests holding a Public Hearing in conjunction with the Second Reading taking place on November 8, 2021.

Projections and recommendations:

- In 2016 Ehlers and Associates performed financial projections for utility funds in the northwest area and other areas of the city.
- Recommendations were made at the time between 3.5% and 5% increases.
- Currently going through the review with Ehlers and HKGi.
 - There are no new recommendations at this time.
 - Do not want to hold up a possible increase for next year as these need to be passed by the end of this year.
- Currently the increases recommended are:
 - Water: 3.5%
 - Water in the northwest area: 4%
 - Sewer: 3.5%
 - Sewer in the northwest area: 5%
 - Stormwater in the northwest area: 5%
 - No changes recommended to the Land Use Approval fees at this time

Mayor Bartholomew asked for further information on the process, how the information would be getting out to residents and property owners, and where they could find information. Finance Director Hove responded a Public Notice would be published and posted for the November 8th Public Hearing.

Mayor Bartholomew asked if information would be on the Website or email list. Finance Director Hove responded there is an email list associated with proposed Ordinance changes.

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Mayor Bartholomew said he wanted to be certain this information gets to businesses and the Chamber. Finance Director Hove responded she would make sure it would.

Councilmember Murphy asked what the thought process was with segregating the northwest area. He said the tax base generated in the northwest area does not benefit the northwest area. He asked why it wasn't the same across Inver Grove Heights. Finance Director Hove responded they are following the recommendation from Ehlers from 2016. Part of the reason they separated out the northwest area was due to the expense in the area. The connections are meant to help pay for development that occurs. She said they are currently undergoing research from Ehlers and HKGi to see if these should be adjusted for future years; 2023 and beyond.

Commissioner Murphy asked if this would be up for further discussion at the Second Reading. Finance Director Hove responded yes.

Commissioner Murphy asked if he wanted to encourage Council to have a discussion around making this the same across the city, if there was an opportunity to do it now, or at the Second Reading. Mayor Bartholomew responded it could be discussed now or at the Second Reading. He said the Finance Director has said more information from the review by Ehlers would be coming before November 8th. He said this is just the First Reading, the numbers can change, further debate can be had at the Second and Third Reading.

Councilmember Gliva asked if these increases were already anticipated in the budget for next year. Finance Director Hove responded as they craft the budget for next year, these would be included in the assumptions. These are utility related funds. It's not a balanced budget like the General Fund, expenses and revenues don't have to be net. She said the connection fees are associated with projects, more of a capital type expense.

Motion by Gliva,

City Attorney McCauley Nason said this was the First Reading. If the Motion on the table dies for lack of a second, the Motion doesn't pass. One option would be to make a second Motion to continue the First Reading to the November 8th Council meeting with a request to Staff to bring back information requested at that time. A Public Hearing would have to be held at the second meeting in November. From a timing perspective, that would still permit enough time for the Council to have Three Readings and adoption of any proposed fee Ordinance revisions before the end of the year. They would need to be adopted by the end of the year in order to become effective January 1, 2022.

Councilmember Piekarski Krech seconded, to approve the First Reading Ordinance Amending Development Fees and Calling a Public Hearing on Development Fees.

Ayes: 3

Nays: 2 (Dietrich, Murphy) Motion carried.

Motion by Piekarski Krech, second by Gliva, to hold the Public Hearing on November 8, 2021.

Ayes: 5

Nays: 0 Motion carried.

B. Consider Resolution approving State Bonding Requests. Resolution 2021-274

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City Administrator Kris Wilson stated this item is a follow up from last week's Work Session where the process for having projects in Inver Grove Heights be potentially included in the State Bonding Bill was discussed. She said there is one option to ask the Governor's Office to include a project in the Governor's Proposed Bill. The deadline to submit a Resolution is by October 15th. She said at the Work Session the Council discussed Legislative and funding priorities from the last Legislative Session which included the 117th Street Reconstruction and Heritage Village Park. She said the direction she received after the Work Session was that Council wished to submit the Number 1 priority, the 117th Street Reconstruction. This Resolution puts that in motion. It does not guarantee funding would be obtained. She said they would be talking to the Legislative Delegation in both the House and Senate. There would be opportunities to ask the House and Senate for other forms of funding as the Legislative Session gets closer. She said this was just to take advantage of that avenue of possible inclusion in the Governor's Bonding Bill.

Mayor Bartholomew asked if they say this is their Bonding request, do they have opportunity in the future to revisit it if something comes up and there is another project the Legislature wants to carry. He asked if there would be an opportunity to visit that as a Council and add it to the Bonding request. City Administrator Wilson responded they have the opportunity to add it to the Bonding request at that point, it wouldn't be considered in the Governor's Bonding Bill. She said there are projects that get funded that did not come through the Governor's Bonding Bill that got brought by a House or Senate Member or both.

Motion by Piekarski Krech, second by Dietrich, to approve Resolution 2021-274 approving the State Bonding Request of the 117th Street Reconstruction Project.

Ayes: 5

Nays: 0 Motion carried.

7. PUBLIC COMMENT:

Tamara Martin, 6215 Carleda Way, stated she is present as the Representative for the residents of Carleda Way to express their objection to the development of three lots on the north end of their street. She said they were frustrated with the inconsistent information provided regarding the development. She said they were all extremely distraught at the city leveling a wooded lot on their street, destroying potential 150-year-old trees, and demolishing the existing natural area the community uses frequently. She said it was clearly expressed by the Community Development Department that the opportunity for residents to convey their objection had long passed and the city would be moving forward with the sale of the lots and development of the spaces. She said the information was provided in the 2040 Comprehensive Plan. After reviewing the Comprehensive Plan, information provided on Page 2-26 on Future Land Use Figure 2-2, the three empty lots are actually listed as public open spaces, not single-family homes. She stated that City Planner Allan Hunting confirmed the information in an email from Friday, October 8, 2021 at 4:31 p.m.

She said conversations with city representatives about the street reconstruction indicates that the development was not scheduled until Spring 2021. She said the information provided to residents appears to be inconsistent. The residents of Carleda Way would never have known about the sale of the lots. She asked how tax paying residents of Inver Grove Heights were supposed to be able to voice their concerns about a development that was never clearly communicated to residents. She said because of the discrepancies, the City Planner has determined, of which she quoted "Further research and discussion will occur once the city Parks and Recreation Director is in place, sometime this winter".

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She said the community cherishes those lots, it's public space they use daily. She stated the residents of Carleda Way are asking to be informed and have an opportunity to influence what the city decides to do in their neighborhood.

Mayor Bartholomew stated there was an email from Ms. Martin that would be received into the record. He said they would get those questions answered.

Motion by Piekarski Krech, second by Gliva, to accept the email from Ms. Martin into the record.

Ayes: 5

Nays: 0 Motion carried.

Benjamin Stone, 1378 66th Street West, requested clarification on what the qualification is for R-3C Zoning. He said his understanding is that the City Code, there is one qualification, the lot being requested for must have a minimum density exceeding 12 units per acre. Mayor Bartholomew responded they are taking Mr. Stone's question into the record and will get clarity via email or other means.

Mr. Stone stated if that is the case, with a density limit of 12 units per acre, a lot that is designated for Medium Density Residential use does not qualify for R-3C Zoning. He asked what would need to happen for that lot to qualify for R-3C Zoning.

Mayor Bartholomew stated if Mr. Stone has that information in writing he could give it to the City Clerk.

Councilmember Dietrich asked that whoever answers Mr. Stone's questions, if all Council can be copied on the response.

8. MAYOR AND COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

Closed meeting pursuant to Minnesota Statute Sec. 13D.05, Subd. 2 to consider allegations or charges against individual subject to Council authority in the Police Department (non-disciplinary).

City Attorney McCauley Nason stated the Council is being asked to move into a Closed Session Pursuant to Minnesota Statute Sec. 13D.05 Subd. 2b for preliminary consideration of allegations or charges against an individual subject to its authority (non-disciplinary). This Closed Session must also be opened at the request of the individual who is the subject of the meeting if requested by the subject. The meeting must be recorded. The closed meeting will be held in Council Chambers and will commence immediately upon vote to move into Closed Session. Once the closed meeting is completed, the City Council will reconvene the open meeting portion of tonight's City Council meeting where action may be taken by the Council regarding this item. She requested a Motion, a second, and a vote by the majority of the Council to move into Closed Session for these reasons.

Motion by Murphy, second by Piekarski Krech, to move into a Closed Session Pursuant to Minnesota Statute Sec. 13D.05 Subd. 2b for preliminary consideration of allegations or charges against an individual subject to its authority (non-disciplinary).

Ayes: 5

INVER GROVE HEIGHTS CITY COUNCIL MEETING - October 11, 2021

Nays: 0 Motion carried.

A five-minute recess was taken at 7:32 p.m.

Mayor Bartholomew called the meeting back in session at 7:44 p.m.

Mayor Bartholomew stated there is a Resolution in front of the Council to approve termination of employment.

Motion by Dietrich, second by Murphy, to approve termination of employment.

Ayes: 5

Nays: 0 Motion carried.

10. ADJOURN:

Motion by Piekarski Krech, second by Gliva, to adjourn the meeting at 7:45 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

**TITLE: Disbursements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	November 8, 2021	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Amy Hove	Budget amendment requested	
Prepared by:	Bill Schroepfer	FTE included in current complement	
Reviewed by:	N/A	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve the attached resolution approving disbursements for the period of October 20, 2021 to November 2, 2021.

SUMMARY:

Shown below is a listing of the disbursements for the various funds for the period ending November 2, 2021. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$501,086.74
Debt Service & Capital Projects	809,010.79
Enterprise & Internal Service	340,888.26
Escrows	250,021.36
Grand Total for All Funds	<u><u>\$1,901,007.15</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period October 20, 2021 to November 2, 2021 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING November 2,2021**

WHEREAS, a list of disbursements for the period ending November 2,2021 was presented to the City Council for approval.

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

General & Special Revenue	\$501,086.74
Debt Service & Capital Projects	809,010.79
Enterprise & Internal Service	340,888.26
Escrows	250,021.36
Grand Total for All Funds	<u><u>\$1,901,007.15</u></u>

Adopted by the City Council of Inver Grove Heights this 8th day of November, 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 10/20/2021 - 11/2/2021

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
ADVANCED SPORTSWEAR, INC.	423	10/28/2021	Uniforms	101.43.5200.443.60045	255.00
AFSCME COUNCIL 5	INV0123820	10/22/2021	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	919.10
AFSCME COUNCIL 5	INV0123821	10/22/2021	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	78.80
AMERICAN PLANNING ASSOCIATION	099679-21103	10/28/2021	APA membership	101.45.3200.419.50070	648.00
ANCOM TECHNICAL CENTER	104419	10/21/2021	Ancom- Radios	101.42.4000.421.80800	19,140.75
ASPEN MILLS	282042	10/21/2021	Aspen Mills- Dennis Haugland	101.42.4000.421.60045	334.95
BITUMINOUS ROADWAYS, INC.	30874	10/28/2021	Asphalt	101.43.5200.443.60016	17,482.47
BJORKLUND COMPENSATION CONSULTING, LL	00004310	10/28/2021	Job Evaluation	101.41.1100.413.30500	145.00
BLACKTOP PROS, LLC	21-5481	10/21/2021	dog park driveway	101.43.5200.443.40046	8,500.00
BOLTON & MENK, INC.	276714	10/21/2021	AutoCAD Template	101.43.5100.442.60042	1,182.50
BOLTON & MENK, INC.	274551	10/28/2021	NWA Trunk Sewer	101.43.5100.442.30300	2,145.00
BUREAU OF CRIMINAL APPREHENSION	00000674012	10/21/2021	BCA- CJDN Fees	101.42.4000.421.40044	390.00
CURB MASTERS, INC.	8022-1	10/28/2021	curb and gutter	101.43.5200.443.40046	8,556.00
DAKOTA CTY FINANCIAL SVCS	42325	10/28/2021	DBB Fiber	101.47.1400.413.40035	2,880.10
DAKOTA CTY PROP TAXATION & RECORDS	10/1/2021	10/28/2021	Abstract document recordings	101.45.0000.3413000	506.00
DANNER LANDSCAPING	17601	10/21/2021	black dirt	101.44.6000.451.60065	4,800.00
EFTPS	INV0123845	10/22/2021	FEDERAL WITHHOLDING	101.203.2030200	61,141.95
EFTPS	INV0123847	10/22/2021	MEDICARE WITHHOLDING	101.203.2030500	17,749.16
EFTPS	INV0123848	10/22/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	53,557.62
FIRST IMPRESSION GROUP, THE	117235	10/21/2021	Poster for PD open House - printing	101.41.1300.413.50030	135.00
FOREMOST PROMOTIONS	537463	10/21/2021	Foremost Promotions	101.42.4000.421.60006	1,123.92
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0123830	10/22/2021	HSA ELECTION-FAMILY	101.203.2032500	3,109.13
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0123831	10/22/2021	HSA ELECTION-SINGLE	101.203.2032500	5,156.17
GERTENS	133856/12	10/21/2021	straw blankets & staples	101.44.6000.451.60065	506.55
GOPHER LAWN AND SNOW SERVICES, LLC.	2208	10/28/2021	lawn cut services	101.45.3000.419.30700	85.00
GOPHER LAWN AND SNOW SERVICES, LLC.	2209	10/28/2021	lawn care servcies	101.45.3000.419.30700	120.00
GOPHER LAWN AND SNOW SERVICES, LLC.	2210	10/28/2021	lawn cut services	101.45.3000.419.30700	100.00
GOPHER LAWN AND SNOW SERVICES, LLC.	2211	10/28/2021	lawn cut services	101.45.3000.419.30700	85.00
GOPHER LAWN AND SNOW SERVICES, LLC.	2212	10/28/2021	lawn cut services	101.45.3000.419.30700	85.00
GRAINGER	9078356269	10/21/2021	sign supplies	101.43.5200.443.60016	38.20
GRAINGER	9078356277	10/21/2021	Sign supplies	101.43.5200.443.60040	513.10
HARRIS COMPUTER SYSTEMS	MUNMN0000469	10/28/2021	Cityview virtual conference	101.47.1400.413.50080	900.00
HOISINGTON KOEGLER GROUP INC.	020-013-13	10/21/2021	park comp plan work	101.44.6000.451.30700	2,620.00
ICMA RETIREMENT TRUST - 457	INV0123818	10/22/2021	457 - ROTH AGE 50+	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0123819	10/22/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0123832	10/22/2021	ICMA-AGE <49	101.203.2031400	7,335.00
ICMA RETIREMENT TRUST - 457	INV0123833	10/22/2021	ICMA-AGE <49 %	101.203.2031400	7,044.25
ICMA RETIREMENT TRUST - 457	INV0123834	10/22/2021	ICMA-AGE 50+	101.203.2031400	6,655.29
ICMA RETIREMENT TRUST - 457	INV0123835	10/22/2021	ICMA-AGE 50+ %	101.203.2031400	1,449.65
ICMA RETIREMENT TRUST - 457	INV0123842	10/22/2021	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,967.29
ICMA RETIREMENT TRUST - 457	INV0123843	10/22/2021	ROTH IRA (AGE 50 & OVER)	101.203.2032400	819.23
ICMA RETIREMENT TRUST - 457	INV0123844	10/22/2021	ROTH-AGE <49 %	101.203.2032400	222.72
IGH FIRE RELIEF ASSN	INV0123828	10/22/2021	MEMBERSHIP DUES - FIRE RELIEF AS	101.203.2031000	584.25
IGH FIRE RELIEF ASSN	INV0123829	10/22/2021	MEMBERSHIP DUES - FIRE RELIEF AS	101.203.2031000	156.00
LANGUAGE LINE SERVICES	10282420	10/21/2021	Language Line	101.42.4000.421.50020	149.16
LANGUAGE LINE SERVICES	10346150	10/21/2021	Language Line	101.42.4000.421.50020	255.73
LAURENTINA DEJONG	10/5/2021	10/28/2021	fall flowers plus summer maint	101.44.6000.451.30700	646.66
LIFELINE TRAINING	42801	10/21/2021	Lifeline Training- Joe Steinberg	101.42.4000.421.50080	359.00
M & J SERVICES, LLC	2459	10/21/2021	road repair	101.43.5200.443.40046	3,060.00
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0123823	10/22/2021	CASE #001490481201	101.203.2032100	316.30
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0123824	10/22/2021	CASE #001563363401	101.203.2032100	377.48
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0123825	10/22/2021	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0123826	10/22/2021	CASE #001521862201	101.203.2032100	186.89
MN DEPT OF REVENUE	August 2021	10/20/2021	August 2021 - Sales & Use Tax	101.207.2070300	3,059.16
MN DEPT OF REVENUE	August 2021	10/20/2021	August 2021 - Sales & Use Tax	101.207.2070300	0.04
MN DEPT OF REVENUE (PAYROLL)	INV0123846	10/22/2021	STATE WITHHOLDING	101.203.2030300	25,999.09
MOTOROLA SOLUTIONS, INC.	8281262420	10/21/2021	Motorola Radios	101.42.4000.421.80800	23,056.25
NEOGOV	INV-23031	10/28/2021	HR Software	101.47.1400.413.40035	23,446.16
NEWMAN SIGNS INC	TRFINV034567	10/21/2021	sign parts	101.43.5200.443.60016	698.79
NFPA	8/3/2021	10/21/2021	NFPA dues	101.42.4200.423.50070	1,520.50
OCCUPATIONAL HEALTH CENTERS OF MINNES	103457165	10/28/2021	Pre-employment physicals	101.41.1100.413.30500	423.00
PERA	INV0123836	10/22/2021	PERA COORDINATED PLAN	101.203.2030600	47,469.72
PERA	INV0123837	10/22/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,651.51
PERA	INV0123838	10/22/2021	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0123839	10/22/2021	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	21.92
PERA	INV0123840	10/22/2021	PERA POLICE & FIRE PLAN	101.203.2030600	21,122.34
PERA	INV0123841	10/22/2021	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	31,683.51
PINE BEND PAVING, INC.	21-1827	10/21/2021	asphalt	101.43.5200.443.60016	217.25
PIONEER ENGINEERING	210405006B	10/28/2021	Rechtzigel Lot Split Easements	101.43.5100.442.30700	750.00

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
PRECISE MRM	200-1033247	10/28/2021	pooled data for trucks	101.43.5200.443.30700	60.23
PRO-TECH DESIGN INC.	101693CR	10/07/2021	credit for readers down at St 3	101.42.4200.423.40040	(127.50)
PRO-TECH DESIGN INC.	102847	10/28/2021	Card reader repari	101.47.1400.413.60041	786.08
SAFE-FAST, INC.	INV252317	10/28/2021	Cones	101.43.5200.443.60016	1,155.50
SAFETY SIGNS	21003529	10/28/2021	crosswalk painted	101.43.5200.443.40046	10,081.60
SAINT PAUL, CITY OF	IN46975	10/21/2021	City of STP- Women's Conference	101.42.4000.421.50080	360.00
SIRCHIE FINGER PRINT LABORATORIES	0516474-IN	10/21/2021	Sirchie- Large kit bag	101.42.4000.421.60065	78.94
STERLING CODIFIERS	11504	10/21/2021	Ords 1383 - 1417	101.41.1100.413.50030	1,173.96
TDS METROCOM	10/13/2021	10/28/2021	Analog line	101.47.1400.413.50020	175.09
TEAM LABORATORY CHEMICAL, LLC	INV0027557	10/21/2021	Weed killer	101.43.5200.443.60016	210.50
TEXAS STATE DISBURSEMENT UNIT	INV0123822	10/22/2021	CASE #0012022247	101.203.2032100	230.77
TRUGREEN	148323981	10/21/2021	pesticide applications	101.44.6000.451.60035	1,815.00
TYLER TECHNOLOGIES, INC	025-354596	10/28/2021	Finance software	101.47.1400.413.40035	438.00
UNIFIRST CORPORATION	653494	10/21/2021	Uniforms/ other rental	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	653494	10/21/2021	Uniforms/ other rental	101.44.6000.451.60045	14.24
UNIFIRST CORPORATION	900654852	10/28/2021	Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	900654852	10/28/2021	Uniforms	101.44.6000.451.60045	14.24
WAGNER'S SOD CO, INC	2021-5006	10/28/2021	sod repair	101.43.5200.443.60016	91.00
WI SCTF (WI SUPPORT COLLECTIONS TRUST F	INV0123827	10/22/2021	PARTICIPANT ID#0004986316	101.203.2032100	433.06
Fund: 101 - GENERAL FUND					448,378.11
ENSEMBLE CREATIVE & MARKETING	IGH101321	10/28/2021	CVB marketing	201.44.1600.465.50025	4,500.00
LIME VALLEY ADVERTISING, INC.	21076.06	10/28/2021	CVB advertising	201.44.1600.465.50025	100.00
PHILKOT Inc.	163399	10/28/2021	IGH visitors guide	201.44.1600.465.50025	2,939.37
Fund: 201 - C.V.B. FUND					7,539.37
BARTHOLOMEW, KEVIN	10/19/2021	10/28/2021	Adult softball conduct fee refund	204.228.2280100	50.00
BENJAMIN GERALD BIGELOW	10/19/2021	10/21/2021	photo booth at Ghostly Gathering	204.44.6100.452.30700	300.00
BOLDT, RAYMOND	10/19/2021	10/28/2021	conduct fee refund	204.228.2280100	50.00
BROWN, MICHAEL	10/19/2021	10/28/2021	Adult softball conduct fee refund	204.228.2280100	50.00
CORNELL, ETHAN	10/19/2021	10/28/2021	Adult softball conduct fee refund	204.228.2280100	50.00
DAULTON, MATT	10/19/2021	10/28/2021	Adult softball conduct fee refund	204.228.2280100	50.00
ERICKSON, ELLA	10/11/2021	10/28/2021	Soccer shots/CS/JD	204.44.0000.3470000	101.00
FRANCO, AMY	10/11/2021	10/28/2021	Cancelled class due to low enrollment	204.44.0000.3470000	59.00
HAGER, BRIANNA	10/7/2021	10/28/2021	Musical Theater dance class refund	204.44.0000.3470000	60.00
HEWES, TED	10/7/2021	10/28/2021	Pickleball refund	204.44.0000.3470000	40.00
HOLMES DESIGN, INC.	5326	10/21/2021	Parks and Rec marketing collateral design	204.44.6100.452.30700	1,610.00
JANQUART, LAURA	10/11/2021	10/28/2021	Cancelled class due to low enrollment	204.44.0000.3470000	59.00
KLOTZBUECHER, CATHERINE	10/11/2021	10/21/2021	Cancelled class due to low enrollment	204.44.0000.3470000	59.00
MATTSON, MARY B.	9/28/2021	10/28/2021	Archery instructor fall 2021	204.44.6100.452.30700	300.00
MN DEPT OF REVENUE	August 2021	10/20/2021	August 2021 - Sales & Use Tax	204.207.2070300	792.29
ORTEGA, NICHOLAS	10/19/2021	10/28/2021	Adult softball conduct fee refund	204.228.2280100	50.00
PEDERSEN, RYAN	10/19/2021	10/28/2021	Adult softball conduct fee refund	204.228.2280100	50.00
PURDY, MICHAEL & JENNIFER	10/11/2021	10/28/2021	cancelled class due to low enrollment	204.44.0000.3470000	118.00
REVOLUTIONARY SPORTS, LLC	163	10/21/2021	Fall session TotStars	204.44.6100.452.30700	991.20
ROONEY, RICK	10/19/2021	10/28/2021	Adult softball conduct fee refund	204.228.2280100	50.00
SHRESTHA, SABRINDRA	10/12/2021	10/21/2021	Tax refund	204.207.2070300	3.33
SHRESTHA, SABRINDRA	10/12/2021	10/21/2021	Tax refund	204.44.0000.3471000	46.67
SKYHAWKS SPORTS ACADEMY, INC.	17512	10/28/2021	sand vb instructional	204.44.6100.452.30700	856.80
SOUTH EAST UMPIRES ASSN	10/18/2021	10/28/2021	2020 umpire fees - not paid in 2020	204.44.6100.452.30700	2,124.00
STARR, JASON	10/19/2021	10/28/2021	Adult softball conduct fee refund	204.228.2280100	50.00
SZYMANSKI, HEIDI	10/11/2021	10/28/2021	Pickleball/low enrollment	204.44.0000.3470000	40.00
WEST ST. PAUL, CITY OF	2021-00000137	10/21/2021	Dodge Nature program- Campfire Buildin	204.44.6100.452.30700	35.00
Fund: 204 - RECREATION FUND					8,045.29
AQUA LOGIC, INC.	51949	10/28/2021	repair to spa lamp	205.44.6200.453.40040	550.00
CAROL GARBER	9/17/2021	10/21/2021	Brine system review	205.44.6200.453.30700	400.00
FIRST IMPRESSION GROUP, THE	120780	10/21/2021	Parks and Rec mailing to VMCC seniors	205.44.6200.453.50030	315.00
FIRST IMPRESSION GROUP, THE	120780	10/21/2021	Parks and Rec mailing to VMCC seniors	205.44.6200.453.50035	82.04
FIRST IMPRESSION GROUP, THE	120869	10/21/2021	Parks and Rec postcard - postage	205.44.6200.453.50030	645.00
FIRST IMPRESSION GROUP, THE	120869	10/21/2021	Parks and Rec postcard - postage	205.44.6200.453.50035	382.63
FIRST IMPRESSION GROUP, THE	120874	10/21/2021	Parks and Rec postcard - postage	205.44.6200.453.50030	1,730.00
FIRST IMPRESSION GROUP, THE	120874	10/21/2021	Parks and Rec postcard - postage	205.44.6200.453.50035	3,197.69
GOODIN COMPANY	02478970-00	10/28/2021	parts	205.44.6200.453.60012	26.07
GRAINGER	9081517493	10/21/2021	replacement pump head	205.44.6200.453.60016	162.97
GRAINGER	9081577877	10/21/2021	HVAC filters	205.44.6200.453.60016	104.16
GRAINGER	9081577885	10/21/2021	drain strainers	205.44.6200.453.60016	77.18
GRAINGER	9082694564	10/21/2021	water hoses	205.44.6200.453.60016	185.67
GRAINGER	9088633517	10/28/2021	shop supplies	205.44.6200.453.60012	47.28
HILLYARD INC	604452179	10/28/2021	cleaning supplies	205.44.6200.453.60011	598.73
HILLYARD INC	604452179	10/28/2021	cleaning supplies	205.44.6200.453.60011	598.73
HOLMES DESIGN, INC.	5326	10/21/2021	Parks and Rec marketing collateral design	205.44.6200.453.30700	1,610.00
HUEBSCH SERVICES	20105493	10/21/2021	lobby mats	205.44.6200.453.40040	288.71
HUEBSCH SERVICES	20105493	10/21/2021	lobby mats	205.44.6200.453.40040	72.18
KENDELL DOORS & HARDWARE	IN039449	10/21/2021	key and door lock supplies	205.44.6200.453.60016	420.50
KENDELL DOORS & HARDWARE	IN039449	10/21/2021	key and door lock supplies	205.44.6200.453.60016	420.50
KIMBALL MIDWEST	9282899	10/21/2021	misc shop supply assortments	205.44.6200.453.60012	357.01
KIMBALL MIDWEST	9282899	10/21/2021	misc shop supply assortments	205.44.6200.453.60012	357.00
LINDA M LEMKE	10/7/2021	10/28/2021	Mileage reimbursement for 2021 present	205.44.6200.453.60065	110.77

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
MN DEPT OF REVENUE	August 2021	10/20/2021	August 2021 - Sales & Use Tax	205.207.2070300	4,202.02
NAC MECHANICAL & ELECTRICAL SERVICE	189673	10/21/2021	boiler programming	205.44.6200.453.40040	1,100.00
NASSEFF PLUMBING & HEATING, INC.	35420	10/21/2021	boiler repair	205.44.6200.453.40040	1,005.56
PERFECTION PLUS, INC	113909	10/28/2021	monthly cleaning svcs	205.44.6200.453.40040	8,456.36
PUSH PEDAL PULL	320335	10/21/2021	preventative maint	205.44.6200.453.40042	1,049.00
TOTAL CONSTRUCTION & EQUIP.	31387	10/21/2021	repair lights and switch in bathroom	205.44.6200.453.40040	246.67
TOTAL CONSTRUCTION & EQUIP.	31391	10/21/2021	replace lght contrls & move data jacks in	205.44.6200.453.40040	1,876.41
TOTAL CONSTRUCTION & EQUIP.	31392	10/21/2021	replace emergency light in Grove mech r	205.44.6200.453.40040	136.88
Fund: 205 - COMMUNITY CENTER					30,812.72
EHLERS AND ASSOCIATES, INC.	88410	10/28/2021	NWA development fee analysis	290.45.3000.419.30700	6,311.25
Fund: 290 - EDA OPERATING					6,311.25
HOISINGTON KOEGLER GROUP INC.	020-057-10	10/21/2021	Vista Pines coordination	402.44.6000.451.30700	3,988.81
HOISINGTON KOEGLER GROUP INC.	021-057-1	10/21/2021	property studies for NWA park possibilitie	402.44.6000.451.30700	2,217.00
STARS & STRIPES LAWN & LANDSCAPE INC	10/20/2021	10/28/2021	Vista Pines mountain bike trail	402.44.6000.451.30700	14,560.00
Fund: 402 - PARK ACQ. & DEV. FUND					20,765.81
KIMLEY-HORN & ASSOCIATES, INC.	19675214	10/28/2021	Cahill Trunk Drainage	436.73.5900.736.30300	7,330.83
SRF CONSULTING GROUP, INC	13074.00-6	10/28/2021	117th Street Reconstruction	436.73.5900.736.30300	38,203.10
Fund: 436 - 2016 IMPROVEMENT FUND					45,533.93
VEIT & COMPANY INC	7/31/2021	10/28/2021	Pay Voucher 5	437.44.5900.737.80300	136.97
Fund: 437 - 2017 IMPROVEMENT FUND					136.97
BARR ENGINEERING COMPANY	23190328.21-8	10/28/2021	CasaVida Stormwater Review	440.74.5900.740.30300	6,731.20
BOLTON & MENK, INC.	276713	10/21/2021	Atwater Path	440.74.5900.740.30300	165.00
BOLTON & MENK, INC.	276716	10/28/2021	Dawn Way Improvement	440.74.5900.740.30300	6,008.75
BOLTON & MENK, INC.	276716	10/28/2021	Dawn Way Improvement	440.74.5900.740.30300	6,008.75
BRAUN INTERTEC CORPORATION	B263538	10/21/2021	Bryant Lane Area	440.74.5900.740.30300	4,780.50
EHLERS AND ASSOCIATES, INC.	88471	10/21/2021	FMP Update-SAFER Grant Analysis	440.74.5900.740.30700	318.75
KIMLEY-HORN & ASSOCIATES, INC.	19675215	10/28/2021	62nd Street Area Improvements	440.74.5900.740.30300	1,524.28
MCNAMARA CONTRACTING INC	8/18/2021	10/21/2021	Pay Voucher 1	440.74.5900.740.80300	501,772.81
ST. PAUL PIONEER PRESS	921572521	10/21/2021	2021-09D Bryant	440.74.5900.740.50025	1,323.00
ST. PAUL PIONEER PRESS	921572521	10/21/2021	2021-09D Bryant	440.74.5900.740.50025	661.50
VEIT & COMPANY INC	7/31/2021	10/28/2021	Pay Voucher 5	440.74.5900.740.80300	7,777.24
VEIT & COMPANY INC	7/31/2021	10/28/2021	Pay Voucher 5	440.74.5900.740.80300	4,013.37
Fund: 440 - PAVEMENT MANAGEMENT PROJ					541,085.15
CITY OF EAGAN	10/11/2021	10/28/2021	3rd qtr 2021 Eagan Utility Billing	441.74.5900.741.40030	5,400.49
CITY OF EAGAN	10/11/2021	10/28/2021	3rd qtr 2021 Eagan Utility Billing	441.74.5900.741.40030	5,400.49
M & J SERVICES, LLC	2463	10/28/2021	Storm sewer repair	441.74.5900.741.40066	980.00
M & J SERVICES, LLC	2464	10/28/2021	storm sewer repair	441.74.5900.741.40066	1,320.00
M & J SERVICES, LLC	2465	10/28/2021	storm sewer repair	441.74.5900.741.40066	1,225.00
Fund: 441 - STORM WATER MANAGEMENT					14,325.98
HOISINGTON KOEGLER GROUP INC.	021-002-7	10/21/2021	SV/NV reno svcs	444.44.5900.744.30700	6,808.75
Fund: 444 - PARK CAPITAL REPLACEMENT					6,808.75
HENNING PROFESSIONAL SERVICES, INC.	105-5B	10/28/2021	Argenta 2021-01 Trunk Utilities	446.74.5900.746.30300	662.64
Fund: 446 - NW AREA					662.64
DCA TITLE	52405	10/28/2021	Title Work	448.74.5900.748.30700	575.00
DCA TITLE	52416	10/28/2021	Title Work	448.74.5900.748.30700	575.00
DCA TITLE	52384	10/28/2021	Title Work	448.74.5900.748.30700	575.00
DCA TITLE	52392	10/28/2021	Title Work	448.74.5900.748.30700	575.00
DCA TITLE	52397	10/28/2021	Title Work	448.74.5900.748.30700	575.00
EMMONS & OLIVIER RESOURCES	00095-0075-3	10/28/2021	NWA SWM Cost Update 2021	448.74.5900.748.30300	835.00
Fund: 448 - NWA - STORM WATER					3,710.00
CITYGATE ASSOCIATES, LLC	30658	10/28/2021	fire study	451.42.4000.421.30700	7,052.06
Fund: 451 - HOST COMMUNITY FUND					7,052.06
BOLTON & MENK, INC.	276710	10/21/2021	117th Watermain Extension	471.71.5900.771.30300	1,860.00
EMERGE ENTERPRISES	5935	10/28/2021	cleanup day	471.43.5500.446.40025	3,300.00
JR'S APPLIANCE DISPOSAL	105452	10/28/2021	clean up day expenses	471.43.5500.446.40025	3,092.80
REPUBLIC SERVICES, INC.	2923002	10/28/2021	cleanup day	471.43.5500.446.40025	750.00
Fund: 471 - 2021 IMPROVEMENT FUND					9,002.80
CDO SERVICES	10/21/2021 CR	10/28/2021	Hydrant Usage Permit #2113	501.207.2070300	(22.93)
CDO SERVICES	10/21/2021 CR	10/28/2021	Hydrant Usage Permit #2113	501.50.0000.3813000	(321.79)
CITY OF BLOOMINGTON	19910	10/28/2021	water samples	501.50.7100.512.30700	420.00
CITY OF EAGAN	10/11/2021	10/28/2021	3rd qtr 2021 Eagan Utility Billing	501.50.7100.512.40005	40,604.49
CITY OF EAGAN	10/11/2021	10/28/2021	3rd qtr 2021 Eagan Utility Billing	501.50.7100.512.40005	98,438.52
CORE & MAIN LP	P641401	10/28/2021	sensus support	501.50.7100.512.40043	2,400.00
CORE & MAIN LP	P774469	10/28/2021	New meter for apt on 80th	501.50.7100.512.75500	1,920.35
CORE & MAIN LP	P774483	10/28/2021	New meter	501.50.7100.512.75500	910.00
CORE & MAIN LP	P729957	10/21/2021	touchpads	501.50.7100.512.40043	350.12
CORE & MAIN LP	P725132	10/28/2021	New autogun	501.50.7100.512.40043	1,450.00

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
ELROY'S ELECTRIC SERVICE	7579	10/28/2021	Utility supplies	501.50.7100.512.60016	75.50
ELROY'S ELECTRIC SERVICE	007570	10/21/2021	relay part	501.50.7100.512.60016	40.00
LONE OAK COMPANIES	10/11/2021	10/21/2021	Postage Utility Bills 10.2021	501.50.7100.512.50035	887.40
MID CITY SERVICES, INC.	155058	10/21/2021	Rugs for treatment plant	501.50.7100.512.40040	55.20
MN DEPT OF REVENUE	August 2021	10/20/2021	August 2021 - Sales & Use Tax	501.207.2070200	9,013.82
MN DEPT OF REVENUE	August 2021	10/20/2021	August 2021 - Sales & Use Tax	501.207.2070300	149.54
TGO TECHNOLOGIES INC	3127	10/28/2021	Plant repair supplies	501.50.7100.512.60016	149.00
TODD DOUGLAS EDINGER - RMR SERVICES LLC 2021305		10/28/2021	Meter reading	501.50.7100.512.30700	1,570.80
TODD DOUGLAS EDINGER - RMR SERVICES LLC 2021306		10/28/2021	Meter Reading	501.50.7100.512.30700	1,836.68
Fund: 501 - WATER UTILITY FUND					159,926.70
CITY OF EAGAN	10/11/2021	10/28/2021	3rd qtr 2021 Eagan Utility Billing	502.51.7200.514.40015	35,442.10
CITY OF EAGAN	10/11/2021	10/28/2021	3rd qtr 2021 Eagan Utility Billing	502.51.7200.514.40015	37,698.50
LONE OAK COMPANIES	10/11/2021	10/21/2021	Postage Utility Bills 10.2021	502.51.7200.514.50035	887.40
METROPOLITAN COUNCIL	0001130565	10/28/2021	Met Council Waste Water Services	502.51.7200.514.40015	162,719.73
SAFE-FAST, INC.	INV252318	10/28/2021	cones	502.51.7200.514.40043	1,155.50
Fund: 502 - SEWER UTILITY FUND					237,903.23
ALL STAR PRO GOLF, INC.	INV25364	10/28/2021	tees for resale	503.52.8200.523.76400	231.88
ARAMARK REFRESHMENT SERVICES	5126821	10/28/2021	part for water dispenser	503.52.8300.524.40042	106.35
ARTISAN BEER COMPANY	3501040	10/21/2021	beer for resale	503.52.8300.524.76150	277.00
ARTISAN BEER COMPANY	3499797	10/21/2021	beer for resale	503.52.8300.524.76150	152.40
ARTISAN BEER COMPANY	3502254	10/28/2021	beer for resale	503.52.8300.524.76150	175.40
ARTISAN BEER COMPANY	3476803	10/21/2021	Beer for resale	503.52.8300.524.76150	591.70
ARTISAN BEER COMPANY	3488327	10/21/2021	beer for resale	503.52.8300.524.76150	353.40
BREAKTHRU BEVERAGE MINNESOTA	341456653	10/28/2021	beer for resale	503.52.8300.524.76150	240.10
COCA COLA BOTTLING COMPANY	3607212148	10/21/2021	water/pop for resale	503.52.8300.524.76100	394.76
COLLEGE CITY BEVERAGE	738057	10/21/2021	beer for resale	503.52.8300.524.76150	204.30
DAVIS EQUIPMENT CORPORATION	E114990	10/21/2021	equipment parts	503.52.8600.527.40042	184.59
DRAFT TECHNOLOGIES	10182104	10/21/2021	beer machine cleaning	503.52.8300.524.40042	55.00
MANSFIELD OIL COMPANY	22663313	10/21/2021	cart fuel	503.52.8400.525.60021	748.96
MID STATE PLUMBING & HEATING, INC.	2353	10/21/2021	plumbing repairs at club house	503.52.8500.526.40040	309.00
MN DEPT OF REVENUE	August 2021	10/20/2021	August 2021 - Sales & Use Tax	503.207.2070300	14,033.90
MTI DISTRIBUTING CO	1323269-01	10/21/2021	equipment parts	503.52.8600.527.40042	50.95
MTI DISTRIBUTING CO	1323269-02	10/21/2021	equipment parts	503.52.8600.527.40042	24.49
MTI DISTRIBUTING CO	1325073-00	10/21/2021	equipment parts	503.52.8600.527.40042	398.70
PERFORMANCE FOOD GROUP INC	62236406	10/21/2021	food & supplies for resale	503.52.8300.524.60065	102.37
PERFORMANCE FOOD GROUP INC	62236406	10/21/2021	food & supplies for resale	503.52.8300.524.76050	679.55
PERFORMANCE FOOD GROUP INC	62236406	10/21/2021	food & supplies for resale	503.52.8300.524.76100	116.20
PERFORMANCE FOOD GROUP INC	62155310	10/28/2021	food & supplies for resale	503.52.8300.524.60065	138.99
PERFORMANCE FOOD GROUP INC	62155310	10/28/2021	food & supplies for resale	503.52.8300.524.76050	509.77
PHILLIPS WINE & SPIRITS	6267275	10/21/2021	liquor for resale	503.52.8300.524.76150	257.49
PHILLIPS WINE & SPIRITS	6291038	10/28/2021	liquor for resale	503.52.8300.524.76150	662.90
PHILLIPS WINE & SPIRITS	6261192	10/28/2021	liquor for resale	503.52.8300.524.76150	54.82
PLAISTED COMPANIES, INC.	47789	10/21/2021	topdressing	503.52.8600.527.60020	1,484.15
SOUTH BAY DESIGN	10/1/2021	10/21/2021	website work	503.52.8500.526.50025	279.00
WINFIELD SOLUTIONS, LLC	64720245	10/21/2021	pesticides	503.52.8600.527.60035	819.13
WINFIELD SOLUTIONS, LLC	64720244	10/28/2021	pesticides	503.52.8600.527.60035	11,557.46
Fund: 503 - INVER WOOD GOLF COURSE					35,194.71
MN DEPT OF REVENUE	August 2021	10/20/2021	August 2021 - Sales & Use Tax	602.00.2100.415.40048	15.23
Fund: 602 - RISK MANAGEMENT					15.23
COMO LUBE & SUPPLIES	680790	10/28/2021	Used oil	603.00.5300.444.40025	35.00
GERLACH OUTDOOR POWER EQUIP	220767	10/28/2021	For vehicle #539	603.00.5300.444.40041	80.50
HUOT CONSTRUCTION & SERVICES, INC.	7713	10/21/2021	floor paint	603.00.5300.444.40040	4,968.00
INVER GROVE FORD	5306226	10/28/2021	Parts for vehicle #1603	603.00.5300.444.40041	78.09
INVER GROVE FORD	5305819 CR	10/28/2021	Credit	603.00.5300.444.40041	(35.00)
JIM DONSKEY CORPORATION	14310309211208B	10/28/2021	Battery	603.00.5300.444.40040	360.54
JIM DONSKEY CORPORATION	14310309211338B	10/28/2021	Battery	603.00.5300.444.40041	52.08
JIM DONSKEY CORPORATION	13852103161335B	10/28/2021	Credit	603.00.5300.444.40041	(390.54)
KIMBALL MIDWEST	9285577	10/28/2021	Small tools	603.00.5300.444.60040	52.91
LAURENTINA DEJONG	10/5/2021	10/28/2021	fall flowers plus summer maint	603.00.5300.444.30700	216.97
MACQUEEN EQUIPMENT INC	p37740	10/28/2021	Small tools	603.00.5300.444.60040	147.32
MANSFIELD OIL COMPANY	22657493	10/21/2021	Unleaded Fuel	603.140.1450060	9,419.64
MANSFIELD OIL COMPANY	22657494	10/21/2021	Unleaded fuel	603.140.1450060	5,190.26
MID CITY SERVICES, INC.	155059	10/21/2021	Rugs for PW building	603.00.5300.444.40040	71.00
MID CITY SERVICES, INC.	167306	10/28/2021	Rugs for PW building	603.00.5300.444.40065	71.00
MN DEPT OF REVENUE	10/22/2021	10/22/2021	September 2021 Fuel Tax	603.00.5300.444.60021	236.84
NORTH AMERICAN TRAILER SALES	30004181249	10/28/2021	Parts for vehicle #531	603.00.5300.444.40041	184.35
NORTH AMERICAN TRAILER SALES	30004178462	10/28/2021	Parts for vehicle #E33	603.00.5300.444.40041	23.52
NUSS TRUCK AND EQUIPMENT	4685374P	10/28/2021	Parts for vehicle #321	603.00.5300.444.40041	75.33
NUSS TRUCK AND EQUIPMENT	4685724P	10/28/2021	Parts for vehicle #321	603.00.5300.444.40041	131.79
NUSS TRUCK AND EQUIPMENT	CM4685374P CR	10/28/2021	Parts for vehicle #321	603.00.5300.444.40041	(75.33)
NUSS TRUCK AND EQUIPMENT	CM4685724P CR	10/28/2021	Tubing for vehicle #321	603.00.5300.444.40041	(15.29)
NUSS TRUCK AND EQUIPMENT	4679847P	10/21/2021	Air Dryer	603.00.5300.444.40041	771.41
NUSS TRUCK AND EQUIPMENT	4680917P	10/21/2021	Valve for vehicle #302	603.00.5300.444.40041	586.99
NUSS TRUCK AND EQUIPMENT	7173271P	10/21/2021	Wheel for vehicle #347	603.00.5300.444.40041	941.48
O' REILLY AUTO PARTS	1767-179466	10/28/2021	Megacrimp for vehicle #535	603.00.5300.444.40041	107.88

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
O' REILLY AUTO PARTS	1767-179470	10/28/2021	Parts for vehicle #535	603.00.5300.444.40041	601.50
O' REILLY AUTO PARTS	1767-179708	10/28/2021	Small tools	603.00.5300.444.60040	25.99
O' REILLY AUTO PARTS	1767-179884 CR	10/28/2021	Credit	603.00.5300.444.40041	(18.00)
O' REILLY AUTO PARTS	1767-177277	10/28/2021	Small tools	603.00.5300.444.60040	18.99
PERFECTION PLUS, INC	113909	10/28/2021	monthly cleaning svcs	603.00.5300.444.40040	751.43
POMP'S TIRE SERVICE, INC.	980085601	10/21/2021	Stock	603.140.1450050	3,443.20
PUMP AND METER SERVICE INC	511949	10/28/2021	Wheel lift for vehicle #5300	603.00.5300.444.40040	2,918.12
TRI-STATE BOBCAT INC.	W94537	10/28/2021	Repairs on vehicle #352	603.00.5300.444.40041	516.87
UNIFIRST CORPORATION	653494	10/21/2021	Uniforms/ other rental	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	653494	10/21/2021	Uniforms/ other rental	603.00.5300.444.60045	33.99
UNIFIRST CORPORATION	900654852	10/28/2021	Uniforms	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	900654852	10/28/2021	Uniforms	603.00.5300.444.60045	32.14
WORLD FUEL SERVICES	254272421611-41801	10/28/2021	Stock	603.140.1450050	1,575.36
ZIEGLER INC	IN000275333	10/28/2021	Hand-pump for vehicle #451	603.00.5300.444.40041	19.18
ZIEGLER INC	SI000082121	10/28/2021	Coolant for vehicle #456	603.00.5300.444.40041	606.03
Fund: 603 - CENTRAL EQUIPMENT					34,023.04
MARCO TECHNOLOGIES, LLC	30248600	10/28/2021	Printing	604.00.2200.416.40050	2,154.88
Fund: 604 - CENTRAL STORES					2,154.88
CRAWFORD DOOR SALES COMPANY	43630	10/21/2021	FD #3 door repairs	605.00.7500.460.40040	1,066.50
HUEBSCH SERVICES	20105492	10/21/2021	lobby mats	605.00.7500.460.40065	139.59
HUEBSCH SERVICES	20108179	10/28/2021	lobby mats	605.00.7500.460.40065	139.59
LAURENTINA DEJONG	10/5/2021	10/28/2021	fall flowers plus summer maint	605.00.7500.460.30700	816.37
MAS COMMUNICATIONS	210900050101	10/28/2021	CH elevator phones	605.00.7500.460.40040	50.61
MCKINSTRY ESSENTION LLC	20051597	10/28/2021	facility assessment work	605.00.7500.460.30700	13,458.33
NASSEFF PLUMBING & HEATING, INC.	35435	10/21/2021	PD roof drain repair	605.00.7500.460.40040	1,691.44
NASSEFF PLUMBING & HEATING, INC.	35438	10/21/2021	PW AC repair in lunch room	605.00.7500.460.40040	535.00
PERFECTION PLUS, INC	113909	10/28/2021	monthly cleaning svcs	605.00.7500.460.40040	6,213.69
TOTAL CONSTRUCTION & EQUIP.	31385	10/21/2021	PD heating systems repairs	605.00.7500.460.40040	180.43
TOTAL CONSTRUCTION & EQUIP.	31388	10/21/2021	continued work to retrofit lights at GC	605.00.7500.460.80200	328.54
TOTAL CONSTRUCTION & EQUIP.	31396	10/21/2021	demo old and wire new PD garage doors	605.00.7500.460.40040	4,619.20
TOTAL CONSTRUCTION & EQUIP.	31397	10/21/2021	FD River Road Lift Station repairs	605.00.7500.460.40047	428.84
Fund: 605 - CITY FACILITIES					29,668.13
CDW GOVERNMENT INC	H173859	10/28/2021	projector	606.00.1400.413.60040	1,929.04
Fund: 606 - TECHNOLOGY FUND					1,929.04
ALLIANT VENTURES, LLC.	10/12/2021	10/21/2021	Escrow Reduction	702.229.2298503	218,587.50
BARR ENGINEERING COMPANY	23190328.21-8	10/28/2021	CasaVida Stormwater Review	702.229.2283203	1,621.84
BARR ENGINEERING COMPANY	23190328.21-8	10/28/2021	CasaVida Stormwater Review	702.229.2284403	1,210.00
BARR ENGINEERING COMPANY	23190328.21-8	10/28/2021	CasaVida Stormwater Review	702.229.2294403	48.00
BARR ENGINEERING COMPANY	23190328.21-8	10/28/2021	CasaVida Stormwater Review	702.229.2295803	56.00
BARR ENGINEERING COMPANY	23190328.21-8	10/28/2021	CasaVida Stormwater Review	702.229.2298303	609.52
BARR ENGINEERING COMPANY	23190328.21-8	10/28/2021	CasaVida Stormwater Review	702.229.2300703	133.84
BARR ENGINEERING COMPANY	23190328.21-8	10/28/2021	CasaVida Stormwater Review	702.229.2301903	1,764.00
BARR ENGINEERING COMPANY	23190328.21-8	10/28/2021	CasaVida Stormwater Review	702.229.2302703	490.00
BOLTON & MENK, INC.	0276336	10/21/2021	Settler's Ridge Lift Statioin	702.229.2284803	866.00
BOLTON & MENK, INC.	276718	10/21/2021	Highlands at Settlers Ridge	702.229.2301503	825.00
BOLTON & MENK, INC.	276720	10/21/2021	The Crossings	702.229.2299503	(432.50)
BOLTON & MENK, INC.	276721	10/21/2021	Peltier Site Trunk	702.229.2298103	330.00
CDO SERVICES	10/21/2021	10/28/2021	Hydrant Deposit Permit #2113	702.229.2294300	1,500.00
EMMONS & OLIVIER RESOURCES	00095-0072-8	10/28/2021	Scenic Hills	702.229.2292502	191.25
EMMONS & OLIVIER RESOURCES	00095-0074-5	10/28/2021	Peltier Reserve	702.229.2282100	1,052.07
EMMONS & OLIVIER RESOURCES	00095-0074-5	10/28/2021	Peltier Reserve	702.229.2284803	2,058.60
EMMONS & OLIVIER RESOURCES	00095-0074-5	10/28/2021	Peltier Reserve	702.229.2298103	2,131.94
EMMONS & OLIVIER RESOURCES	00095-0073-8	10/28/2021	Highlands Settlers Ridge	702.229.2294803	4,229.50
EMMONS & OLIVIER RESOURCES	00095-0073-8	10/28/2021	Highlands Settlers Ridge	702.229.2296703	3,561.00
EMMONS & OLIVIER RESOURCES	00095-0073-8	10/28/2021	Highlands Settlers Ridge	702.229.2301503	557.00
JOHNSON, DUANE	10/21/2021	10/28/2021	Escrow Release	702.229.2296203	1,202.00
LENNAR CORPORATION - U.S. HOME CORP.	10/5/2021	10/21/2021	Escrow Release	702.229.2291903	5,069.45
ST. PAUL PIONEER PRESS	921572521	10/21/2021	2021-09D Bryant	702.229.2300803	38.70
ST. PAUL PIONEER PRESS	921572521	10/21/2021	2021-09D Bryant	702.229.2302703	35.10
ST. PAUL PIONEER PRESS	921572521	10/21/2021	2021-09D Bryant	702.229.2303003	33.30
STANTEC CONSULTING SERVICES INC.	1836654	10/28/2021	Canvas	702.229.2298003	2,252.25
Fund: 702 - ESCROW FUND					250,021.36
Grand Total					1,901,007.15

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

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	November 8, 2021	None	X
Item Type:	Consent Agenda	Amount included in current budget	
Contact:		Budget amendment requested	
Prepared by:	Cora Bauer, HR Coord.	FTE included in current complement	
Reviewed by:	Janet Shefchik, HR Manager	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

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

Seasonal/Temporary Employment:

Amber Adam, Lead Lifeguard
Brendan Bodsberg, VMCC Operations Helper
Ciara Studeman-Vadnais, Non-Certified Swim Instructor
Graham Johnson, Birthday Party Host
Rashad Jefferson, Recreation Instructor I
Terie Hanson, Fitness Instructor

Voluntary Resignations, Retirements and/or Terminations:

Alexander Swain, Personal Trainer
Emma Johnson, Golf Course Concessionaire
Kari Johnson, Guest Service Worker

**Request for Council Action**

TITLE: Consider Resolution Authorizing Submittal of the Dakota County Community Waste Abatement Grant Program 2022 Application to Dakota County

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	November 8, 2021	None	
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Ally Sutherland, 651-604-8511	Budget amendment requested	
Prepared by:	Ally Sutherland	FTE included in current complement	
Reviewed by:	Allan Hunting	New FTE requested - N/A	
		Other	

ACTION REQUESTED:

The City Council is asked to consider authorizing submittal of the Dakota County Community Waste Abatement Grant Program 2022 Application to Dakota County for \$52,942.16 to implement waste abatement activities in the calendar year 2022.

PROJECT BACKGROUND:

Dakota County makes grant funding available annually to cities to support the State of Minnesota's and Dakota County's recycling and waste abatement goals. Through the Dakota County Community Waste Abatement Grant Program, Dakota County has made up to \$52,942.16 available for the city to request for the 2022 calendar year.

Staff recommend submitting the attached Dakota County Community Waste Abatement Grant Program 2022 Application to Dakota County to request all available funding to implement the following community waste abatement activities in 2022:

- Educate all residents on waste abatement topics through in-person and written communications.
- Engage and educate multifamily properties, including property managers and residents, on waste abatement topics. Assist the property managers with implementing or improving recycling collection within the building.
- Host special collection events to provide residents no to low-cost local opportunities to recycle, compost, donate or reuse items such as mattresses, bicycles, textiles, scrap metal, pumpkins, shredded paper and more.
- Improve recycling collection in municipal facilities, parks and city sponsored events.
- Research and update internal practices to ensure unwanted and reusable equipment and supplies are reused (either internally or externally)
- Support 2018-2038 Dakota County Solid Waste Master Plan goals.

Grant funding typically covers the majority of waste abatement activities, however the city has typically covered a small amount of remaining related expenses. The remaining expenses vary annually and occur due to one or more of the following reasons: Related expenses are determined as ineligible for reimbursable by the grant contract, fluctuations in special collection attendance and revenue, the total expense to implement the grant project activities exceeds the total eligible funding amount awarded, or the maximum eligible funding available per grant funding category has been exceeded.

All grant program-related expenses are tracked within a city Local Improvement Fund. In the past, waste abatement program activities that exceeded grant reimbursements were covered by a year-end transfer from the Host Community Fund. These transfers typically range from \$1,500 to \$5,500. The attached resolution supports continuation of this practice and staff anticipate \$5,500 or less will be needed during this next program cycle.

RECOMMENDATION:

Staff recommends adopting the attached resolution authorizing submittal of the Dakota County Community Waste Abatement Grant Program 2022 Application to Dakota County. The attached Resolution must be approved by City Council for the city to submit the grant application to Dakota County and receive the Grant Contract for consideration.

ATTACHMENTS:

- Resolution
- DRAFT Dakota County Community Waste Abatement Grant Program 2022 Application

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING SUBMITTAL OF THE DAKOTA COUNTY COMMUNITY
WASTE ABATEMENT GRANT PROGRAM 2022 APPLICATION TO DAKOTA COUNTY**

WHEREAS, the State of Minnesota has set a goal for Dakota County to recycle or compost 75% of solid waste by the year 2030;

WHEREAS, Dakota County provides funding to cities for waste abatement activities to support the State of Minnesota's 2030 recycling goal and the 2018-2038 Dakota County Solid Waste Master Plan goals;

WHEREAS, The City of Inver Grove Heights has supported the State of Minnesota and Dakota County Solid Waste Master Plans by participating in Dakota County's community waste abatement grant programs since at least 1997;

WHEREAS, Dakota County has allocated \$52,942.16 for the City of Inver Grove Heights to complete all actions identified in the attached Dakota County Community Waste Abatement Grant Program 2022 Application;

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

1. The City of Inver Grove Heights is committed to supporting the State of Minnesota and Dakota County waste abatement efforts by completing all actions identified in the attached Dakota County Community Waste Abatement 2022 Application.
2. The City of Inver Grove Heights act as the legal Sponsor for the project contained in the Dakota County Community Waste Abatement Grant 2022 Application to be submitted on November 9, 2021 and that the Mayor is hereby authorized to apply to Dakota County for funding of this project on behalf of the City of Inver Grove Heights.
3. Year-end operating transfers from the Host Community Fund to the project's Local Improvement Fund for the remaining expenses are authorized if needed to complete Dakota County Community Waste Abatement Grant 2022 Application activities.

Adopted by the City Council of Inver Grove Heights this 8th day of November, 2021.

Ayes:

Nays:

WITNESSED:

Tom Bartholomew, Mayor

Rebecca Kieran, City Clerk

Dakota County Community Waste Abatement Grant Program 2022 Application

Application Deadline: October 1, 2021

Municipality:	City of Inver Grove Heights
Application Submittal Date:	September 30, 2021
Funding Period:	January 1, 2022 - December 31, 2022
2022 Report and Reimbursement Request Due Dates:	July 15, 2022 for January - June 2022 January 15, 2023 for July - December 2022

Authorized Representative (Contract Signatory)				
	Name:	Mayor Tom Bartholomew	Title:	Mayor
	E-mail:	Tbartholomew@ighmn.gov	Phone:	651-457-6375
Municipality Primary Contact				
	Designated Liaison:	Ally Sutherland	Title:	Environmental Specialist
	E-mail:	asutherland@ighmn.gov	Phone:	651-604-8511
	Mailing Address:	8150 Barbara Avenue, Inver Grove Heights, MN 55077		
Municipality Secondary Contact				
	Designated Back-up:	Allan Hunting	Title:	City Planner
	E-mail:	ahunting@ighmn.gov	Phone:	651-450-2554
Municipality Communications Contact				
	Name:	Amy Looze	Title:	Communications Manager
	E-mail:	commuications@ighmn.gov	Phone:	651-450-2494

Budget Summary	Fund Eligibility	Fund Request
Part 1: Base Funding Request (Required)		
1. Administration	\$9,000	\$9,000
2. Residential Communications	\$4,500	\$4,500
3. Municipal Facilities Verification and Education	\$1,600	\$1,600
4. Special Collections	\$10,677.75	\$10,677.75
<i>Subtotal</i>	\$25,777.75	\$25,777.75
Part 2: Supplemental Funding Request (Optional)		
1. Multifamily Recycling	\$10,677.75	\$10,677.75
2. Additional Special Collections and Reduce/Reuse Activities	\$5,694.80	\$5,694.80
3. In-Person Education + Event Recycling and Organics	\$7,118.50	\$7,118.50
4. Gap Funding	\$3,673.36	\$3,673.36
<i>Subtotal</i>	\$27,164.41	\$27,164.41
Total Eligible Grant Funding	\$52,942.16	-
Total Grant Funding Request	-	\$52,942.16
Total Grant Match/In-Kind Funding (25%)		\$15,035.10
Total Cost of Proposed Activities (Request + Match)		\$67,977.26
Total Grant Diversion Potential (Tons)		49.6 tons

A. Application and Reporting Instructions

1. Complete all pages of the Application, excluding shaded areas for reporting.
2. If multiple municipalities submit one Application, the Application must itemize descriptions, costs, and funding requests for each municipality. Insert additional rows as needed.
3. Submit Application by October 1, 2021 to Dakota County for review. Email to: gena.gerard@co.dakota.mn.us.
4. Finalize Application and collect signature of authorized representative (i.e., authorized contract signatory).
5. Submit signed Application to Dakota County for approval. Email to: gena.gerard@co.dakota.mn.us.
6. Obtain Grant Agreement from Dakota County.
7. Execute Grant Agreement.
8. Complete all shaded areas for the mid-year and final reports as described in Guidelines Section VII.

B. Grant Request and Reimbursement Expenses

Part 1: Base Funding (Required)

1. Grant Administration	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
\$9,000 Available Funding					
Staff: Salary to administer Grant Requirements for Base Funding #1	Name: <u>Ally Sutherland</u> Title: <u>Environmental Specialist</u>	4 hours x 52 weeks = 208 hours (0.10 FTE) 208 hours x \$53.79/hour = \$11,188.32 \$9,000 available funding - \$35 training = \$8,965	\$8,965		
Training	ARM Conference and Membership	\$20 conference ticket + \$15 membership fee = \$35	\$35		
Other:					
<i>Funding Request Subtotal</i>	-	-	\$9,000		
<i>Matching Funds</i>	<u>Ally Sutherland, Environmental Specialist</u>	\$11,188.32 - \$8,965 = \$2,223.32	\$2,223.32		
<i>Matching Funds</i>	<u>Allan Hunting, Supervisor</u>	26 hours (0.0125 FTE) 26 hours * \$74.49/hour = \$1,936.74	\$1,936.74		
<i>Matching Funds</i>	<u>Heather Rand, Community Development Director</u>	12 hours (0.0057 FTE) 12 hours * \$92.67 /hour = \$1,112.04	\$1,112.04		
<i>Matching Funds</i>	<u>Ally Sutherland, Environmental Specialist; Transportation to LSWS meetings, ARM meetings and ARM Conference</u>	\$0.56 x 360 miles = \$201.60	\$201.60		

Description of Activity (Minimum Grant Requirements)

- ☒ a. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.
- ☒ b. Identify and ensure new municipal Liaison(s) is properly trained to fulfill responsibilities by attending the Dakota County Master Recycler/Composter class or equivalent as approved by the County Liaison.
- ☒ c. Participate in solid waste management training (e.g., Association of Recycling Managers [ARM] regional meetings, ARM workshops, RAM/SWANA conference) to support effective implementation of responsibilities.
[Describe training plans for \(b\) and \(c\): Attend 6 program meetings and ARM meetings](#)
- ☒ d. Ensure municipal Liaison(s) attends at least four of the six Program meetings hosted by the County Liaison.
- ☒ e. Refer persons, groups, and organizations as appropriate to County Programs (e.g., business, multifamily, school).
- ☒ f. Provide reasonable support to implement the Solid Waste Master Plan, as requested by the County.
- ☒ g. Maintain current waste management information on the municipal website:
 - i. Describe municipal solid waste collection requirements for haulers;
 - ii. Describe municipal solid waste collection requirements for generators, including commercial generators, events, multifamily properties;
 - iii. Post the County's standardized messages for residential recycling materials (i.e., the yes/no "what to recycle" list); and
 - iv. Link to Dakota County website pages for Dakota County Recycling Requirements, the Recycling Guide, The Recycling Zone, Residential Recycling, Business Recycling, Multifamily Recycling, School Recycling, Event Recycling, and Environmental Education Resources
- ☒ h. Demonstrate Program compliance and waste abatement metrics in mid-year and final reports that include information for all Base and Supplemental funded projects, as described in Reporting and Reimbursement below.
- ☒ i. Submit reimbursement requests by County deadlines with substantiating documentation, as described in Reporting and Reimbursement below.
- ☐ Other: [Click or tap here to enter text.](#)

<i>Diversion Potential (Tons)</i>	Unknown		
<i>Other Potential Outcomes (Optional)</i>	Effective planning, coordination, implementation, reporting; information sharing at LSWS meetings; residents connected to County services and information		
<i>Activity Report: Jan-Jun</i>	- List training attended/memberships obtained - Provide links to website pages - Additional Information (optional)		
<i>Activity Report: Jul-Dec</i>	- List training attended/memberships obtained - Provide links to website pages - Additional Information (optional)		

2. Residential Communications	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
\$4,500 Available Funding					
Staff: Salary to administer Grant Requirements for Base Funding #2	Name: Ally Sutherland Title: Environmental Specialist	# Hours: 52 hours (0.03 FTE) 52 hours * \$53.79/hour = \$2,797.08	\$2,797.08		
Article expense (% of cost)	Publish 4 required newsletter articles	\$700 for printing and postage x 4 articles mailed to all households = \$2,800 \$4,500 (Available Residential Communications Funding) - \$2,797.08 (Expenses for	\$1,702.92		

		Residential Communications Salary and Benefits) = \$1,702.92			
Other:					
<i>Funding Request Subtotal</i>	-	-	\$4,500		
<i>Matching Funds</i>	Remaining required newsletter articles expenses	\$2,800 - \$1,702.92 (Available Residential Communications Funding for Articles) = \$1,097.08	\$1,097.08		
<i>Matching Funds</i>	Amy Looze, Communications. Works with LSWs staff and publisher(s) to design, edit, and schedule communication pieces.	13 hours * \$65.09/hour = \$846.17	\$846.17		
<i>Matching Funds</i>	Stephanie Waegener, Communications. Works with LSWs staff and publisher(s) to design, edit, and schedule communication pieces.	13 hours * \$49.99/hour = \$649.87	\$649.87		
<i>Description of Activity (Minimum Grant Requirements)</i> ☒ a. Provide written waste abatement information to all residents of single-family and multifamily dwellings by including County standardized messaging articles and images in Municipality-mailed newsletters on each of the following topics, with full pages preferred as resources allow: i. Curbside recycling; ii. Residential services at the Recycling Zone; iii. Residential organics drop-off site(s); and iv. Local reuse opportunities for residents (e.g., local donation and exchange options, County online Dakota County Reduce & Reuse Map, County Fix-It Clinics). ☒ b. Promote County staff-developed electronic media messages (e.g., website, social media, e-news) about solid waste and household hazardous waste management, including all priority waste abatement topics listed above using County messaging standards. ☒ c. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone). ☒ d. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency. ☒ e. Submit written residential waste abatement information to County Liaison for review at least three business days before printing. ☐ Other: Click or tap here to enter text.					
<i>Diversion Potential (Tons)</i>	Unknown				
<i>Other Potential Outcomes (Optional)</i>	Residents informed of priority solid waste topics; Residents connected to County services and local resources				
<i>Activity Report: Jan-Jun</i>	• List mailed newsletter article topic, date mailed, and # households receiving mailer • List social media platforms used, which County messages were promoted, and when • Additional Information (optional)				
<i>Activity Report: Jul-Dec</i>	• List mailed newsletter article topic, date mailed, and # households receiving mailer • List social media platforms used, which County messages were promoted, and when • Additional Information (optional)				

3. Municipal Facilities/Parks Verification and Education	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
\$1,600 Available Funding					

Staff: Salary to administer Grant Requirements for Base Funding #3	Name: Ally Sutherland Title: Environmental Specialist	8 facilities x 1-hour verification = 8 hours 20 parks x 20-minute verification = 7 hours Staff meetings and updating internal & Dakota County GIS maps = 15 hours 8 hours + 7 hours + 15 hours = 30 hours (0.02 FTE) 35 hours * \$53.79/hour = \$1,613.70 \$1,600 (Available Municipal Facilities Verification and Education Funding)	\$1,600		
Other:					
<i>Funding Request Subtotal</i>	-	-	\$1,600		
<i>Matching Funds</i>	Education materials for employees. Print Recycling Guides (250) provided by or pre-approved by Dakota County	\$0.04/sheet * 250 sheets = \$10.00	10		
<i>Matching Funds</i>	Ally Sutherland, Environmental Specialist; Transportation to IGH Parks and Facilities	\$0.56 x 25 miles = \$14.00	\$14.00		
Description of Activity (Minimum Grant Requirements) ☒ a. Ensure collected recyclables and organics generated at municipal facilities/parks are delivered to the respective licensed facility, or to another facility approved by the County Liaison. ☒ b. Provide monitoring and verification of best waste management practices at least once annually, by: - Visually inspecting waste management at all municipality-controlled facilities, including parks; and - Reporting on status of compliance with Dakota County Ordinance 110 using the Municipal Recycling Tracking Tool or another tool provided by Dakota County, to verify recycling programs for facilities under the municipality's control collect the Designated List of Recyclables wherever trash is collected and follow best waste management practices. ☒ c. Provide County standardized solid waste abatement messaging in print or electronic format to each municipal employee, volunteer, tenant, and custodial/housekeeping staff annually, and other people responsible for sorting, collecting, or transporting waste to external carts or dumpsters, within 30 days of a new hire or new tenant, and within 30 days of a substantive change to your recycling or waste program Describe plan: Update, print and email recycling guides to all city employees and custodial staff. Includes what to recycle and what not to recycle when at work, along with hazardous waste disposal and reuse information. ☐ Other: Click or tap here to enter text.					
<i>Diversion Potential (Tons)</i>	Unknown				
<i>Other Potential Outcomes (Optional)</i>	All buildings and parks verified; all city employees educated on recycling in the workplace				
<i>Activity Report: Jan-Jun</i>	Describe how delivery to licensed facilities was ensured Describe how monitoring and verification was done Describe how municipal employees were educated, or attach education piece(s) used				

	- Describe how custodial/housekeeping staff/vendors/tenants were educated, or attach education piece(s) used - Additional Information (optional)
Activity Report: Jul-Dec	- Describe how delivery to licensed facilities was ensured - Describe how monitoring and verification was done - Describe how municipal employees were educated, or attach education piece(s) used - Describe how custodial/housekeeping staff/vendors/tenants were educated, or attach education piece(s) used - Additional Information (optional)

4. Special Collections	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
\$10,677.75 Available Funding					
Staff: Salary to administer Grant Requirements for Base Funding #4	Name: Ally Sutherland Title: Environmental Specialist Clean-Up Day	60 hours (0.03 FTE) 60 hours * \$53.79/hour = \$3,227.40	\$3,227.40		
Staff: Salary to administer Grant Requirements for Base Funding #4	Name: Ally Sutherland Title: Environmental Specialist Pumpkin Collection	8 hours (0.004 FTE) 8 hours * \$53.79/hour = \$430.32	\$430.32		
Vendor services, Vendor: Second Chance Recycling	Mattress Collection; Clean-Up Day (fall)	\$500 event fee + (\$25 * 200 regular mattresses) + (\$15 * 15 twin mattresses) + (\$2 transport fee * 215) = \$6,155	\$6,155		
Vendor services, Vendor: TBD	Pumpkin Collection	\$625 for 1 3-yard dumpster (up to 4 tons) + \$65 per additional ton (estimate one additional ton) = \$690	\$690		
Vendor services, Vendor: Randy's Sanitation	Confidential Material Shredding; Clean-Up Day	\$850 for one 4-hour collection	\$850		
Vendor services, Vendor: JR's Advanced Disposal	Scrap Metal Collection; Clean-Up Day	\$95 * 4 hours = \$380 – \$100 vendor iron revenue = \$280	\$280		
Vendor services, Vendor: Mr. Michael's Recycles Bicycles	Bike Collection; Clean-Up Day	Free collection	\$0		
Vendor services, Vendor: UsAgain	Textile Collection; Clean-Up Day	Free collection	\$0		
Collection Supplies	Miscellaneous Collection Event Supplies	\$75 for other event supplies as needed with prior written approval	\$75		
Collection Supplies	Clean Up Day Inventory Sheets	\$175 for 750 sheets	\$175		
Non-LWSW Collection Staffing	Non-LSWS help coordinating the event. The following individuals who have traditionally worked at Clean-Up Day. This list is subject to change annually based on who volunteers to work the event:	\$40/hr * 5 Vanella Group: employees * 5 hours = \$1,000 \$61.02/hr * 19 IGH Staff * 5.5 hours = \$6,323.74 \$1,000 + \$6,323.74 = \$7,323.74	\$2,145.03		

	- Vanella Group - Jenny Blackbird - Marlys Sweeney - Joe Casarez - Tony Blackbird - Tommy Hanson - Dana Lindsey - Joe Remackel - Luther Deutsch - Mike Edwards - Matt Johnson - Teri O'Conner - Gerald Swanson - Mike Sperl - Nancy Stanton - Joel Jackson - Luke Jacobson - Cora Bauer - Madeline Rosewood - Chelsea Swiggum	\$7,323.74 - \$3,673.36 (Available Gap Funding) - \$1,505.35 (Available Additional Special Collections Funding) = \$2,145.03			
Other:					
<i>Anticipated Revenue</i>	Revenue for Mattresses and Scrap Metal	215 mattresses * \$15/mattresses = \$3,225 + \$125 scrap metal revenue	\$3,350		
<i>Funding Request Subtotal (Deduct Revenue)</i>	-	\$14,027.75 (Total Special Collections Expenses) - \$3,350 (Revenue for Mattresses and Scrap Metal) = \$10,677.75	\$10,677.75		
<i>Matching Funds</i>	Barry Underdahl, Streets Superintendent. Helps direct Public Works staff to organize Clean-Up Day event space.	5 hours * \$81.42/hour = \$407.10	\$407.10		
<i>Matching Funds</i>	Diane Erickson, Volunteer Coordinator. Finds volunteers to work at Clean-Up Day.	25 hours * \$42/hour = \$1,050	\$1,050		
<i>Matching Funds</i>	Amy Looze, Communications. Works with LSWS staff and publisher(s) to design, edit, and schedule Clean-Up Day communication pieces.	6 hours * \$65.09/hour = \$390.54	\$390.54		
<i>Matching Funds</i>	Stephanie Waegener, Communications. Works with LSWS staff and publisher(s) to design, edit, and Clean-Up Day schedule communication	6 hours * \$49.99/hour = \$299.94	\$299.94		

	pieces.				
Matching Funds	Recycling articles included in Senior Brochures	\$300 x 2 articles = \$600	\$600		
Matching Funds	Special Collection Event Promote in Parks and Recreation Seasonal brochures	\$300 x 2 articles = \$600	\$600		
<i>Description of Activity (Minimum Grant Requirements)</i> ☒ a. Implement one or more drop-off collection days, events, curbside collections, permanent drop-off collection sites, or combination thereof to collect specific traditional and non-traditional solid waste materials from residents for reuse or recycling. ☒ b. Collect <u>all</u> of the following materials from residents for reuse or recycling or organics composting, with preference given to reuse: ☒ i. Confidential paper for shredding ☒ ii. Mattresses and box springs ☒ iii. Pumpkins ☒ c. The following optional materials may also be collected from residents for reuse or recycling, with preference given to reuse (check all that apply): ☒ i. Bicycles ☐ ii. Cardboard ☐ iii. Carpet ☐ iv. CFLs ☐ v. Furniture ☐ vi. Holiday Lights ☒ vii. Scrap Metal ☒ viii. Textiles ☐ ix. Other materials as pre-approved by the County Liaison ☒ d. Obtain confirmation that collected materials are delivered to a reuse location or to a licensed recycling/organics facility, or to another facility approved by the County Liaison. ☒ e. Obtain and report weights for each material collected. ☒ f. Promote special collection opportunities to all single-family and multifamily residents using County messaging standards. ☒ g. Submit promotional communications to County Liaison for review at least three business days before publication. ☒ h. Ensure special collection opportunities are conveniently located and scheduled, with an independent collection opportunity for each municipality having 1,000 households or more; a municipality with fewer than 1,000 households may coordinate with a neighboring municipality for co-collection. ☐ Other: Click or tap here to enter text.					
Diversion Potential (Tons)	Estimates are based on available 2020 & 2021 collection rates and pound/item estimates provided by our vendors: Confidential Paper Shredding; Clean-Up Day: 6,500 lbs / 2,000 lbs = 3.25 tons Mattresses: 150 mattresses * 75 lbs / 2,000 = 5.6 tons Bikes: 60 bikes * 30 lbs / 2000 = 0.9 tons Scrap Metal: 11,500 lbs / 2000 = 5.75 tons Textiles: 1,412 lbs / 2000 = 0.71 tons Pumpkins: 3.6 tons Total Estimate = 19.85 tons				
Other Potential Outcomes (Optional)					
Activity Report: Jan-Jun	- List material collected, name staff of vendor/hauler, event name, city, date, and tons weighed or reported by vendor/hauler; include quantities (# pieces) if available - Describe how delivery to a reuse location or licensed facility was ensured - Describe how collection opportunities were promoted to all residents - Additional Information (optional)				
Activity Report: Jul-Dec	List material collected, name of vendor/hauler, event name, city, date, and tons weighed or reported by vendor/hauler; include quantities (# pieces) if available				

- Describe how delivery to a reuse location or licensed facility was ensured
- Describe how collection opportunities were promoted to all residents
- Additional Information (optional)

	BASE FUNDING SUMMARY	Jan-Jun Report	Jul-Dec Report
Total Base Funding	\$25,777.75		
Total Base Funding Matching Funds	\$10,341.32		
Total Base Funding Diversion Potential (Tons)	19.85		
Total Base Funding Staff Hours	154 hours		

Part 2: Supplemental Funding (Optional)

5. Multifamily Recycling	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
\$10,677.75 Available Funding					
Staff: Salary to administer Grant Requirements for Supplemental #5	Name: Ally Sutherland Title: Environmental Specialist	186 hours * \$53.79/hour = \$9,956.55	\$9,956.55		
Newsletter Article	Send a mailing to all property owners/renters of townhomes, condos, apartments about recycling resources, in coordination with County staff	\$700 for printing and postage to all households (~15,000) through residential newsletter	\$700		
Mailed Letter	Send a mailing to property managers and owners of apartments and rental townhomes about recycling resources, in coordination with County staff	40 letters * \$0.53 postage = \$21.20	\$21.20		
<i>Funding Request Subtotal</i>	-	-	\$10,677.75		
<i>Matching Funds</i>	Nicole Cook, Rental and Code Compliance Officer. Helps keep multifamily contact list up to date. Assists with communications about the multifamily recycling program as opportunities arise.	12 hours * \$56.74/hour = \$680.88	\$680.88		
<i>Matching Funds</i>	Neal St. Onge, Fire Marshall. Helps keep multifamily contact list up to date. Assists with communications about the multifamily recycling program as opportunities arise.	12 hours * \$57.43/hour = \$689.16	\$689.16		
<i>Description of Activity (Minimum Grant Requirements)</i>					
a. Conduct any of the following activities (check all that apply):					

- ☒ i. Take or maintain an inventory of all multifamily properties in the Municipality, create a list or directory, and provide a copy to Dakota County.
- ☐ ii. Develop new or strengthen existing points of contact ("touchpoints" such as business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings) to implement city requirements.
[Describe plan:](#)
- ☒ iii. Send a mailing to property managers and owners about recycling resources, in coordination with County staff.
- ☐ iv. Identify, strengthen, or both: municipal planning and construction procedures to support recycling and organics in new or remodeled buildings (e.g., internal chutes; adequate internal and external space).
[Describe plan: Click or tap here to enter text.](#)
- ☒ v. Work with County Liaison to identify and provide technical assistance to up to three multifamily properties enrolled in the Dakota County Multifamily Recycling Program to implement best waste management practices by:
1. First attending Dakota County Multifamily Recycling Program technical assistance training;
 2. Providing on-site needs assessments to systematically evaluate and document opportunities to enhance recycling and waste prevention, and to meet best practices, using County materials;
 3. Using needs assessments to complete applications for the Dakota County Multifamily Recycling Program in collaboration with property managers to request County-supplied containers, labels, signage, education materials, staff and resident education as needed, and other technical assistance;
 4. Implementing approved plans in coordination with property managers, haulers, County staff, and other partners;
 5. Providing targeted on-site employee and resident education about recycling and waste prevention, including the recycling system within the building, in partnership with the County Liaison, using County messaging standards;
 6. Promoting reuse and bulky waste collection opportunities for multifamily tenants at move-in/move-out;
 7. Collaborating with the County Liaison for culturally specific needs such as translation and interpretation;
 8. Following all Dakota County Multifamily Recycling Program protocols for outreach and technical assistance, best waste management practices, and education, using County messaging standards; and
 9. Tracking and reporting on outcomes for each participating property, using forms or tools provided by the County Liaison.
- ☐ Other: [Click or tap here to enter text.](#)

<i>Diversion Potential (Tons)</i>	3 buildings x 8 tons each, based on Dakota County pilot program = 24 tons		
<i>Other Potential Outcomes (Optional)</i>	Increased recycling opportunities in Inver Grove Heights. Education of public with proper BMPs implemented. Education of public on local year-round disposal opportunities include The Recycling Zone and The Recycling Guide. Connect LSWS/city with more local groups. Increased awareness and collaboration between city departments on Multifamily Property initiatives.		
<i>Activity Report: Jan-Jun</i>	• Attach updated multifamily inventory, if applicable • List new points of contact with multifamily properties, if applicable • Describe communications about recycling resources and requirements, if applicable • Describe activities related to planning and construction procedures, if applicable • Provide the # of multifamily buildings that were invited to participate in the program, # of multifamily buildings that received technical assistance or education, total # households/units served, and # residents that received in-person education, if applicable. • Additional Information (optional).		
<i>Activity Report: Jul-Dec</i>	• Attach updated multifamily inventory, if applicable • List new points of contact with multifamily properties, if applicable • Describe communications about recycling resources and requirements, if applicable • Describe activities related to planning and construction procedures, if applicable • Provide the # of multifamily buildings that were invited to participate in the program, # of multifamily buildings that received technical assistance or education, total # households/units served, and # residents that received in-person education, if applicable. • Additional Information (optional).		

6. Additional Special Collections and Reduce/Reuse Activities	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
\$5,694.8 Available Funding					
Staff: Salary to administer Grant Requirements for Supplemental #6	Name: Ally Sutherland Title: Environmental Specialist	Reuse map updates: 2 hours (0.002 FTE) * \$53.79/hour = \$107.58	\$3,439.45		

		Spring Shred Event: 20 hours (0.01 FTE) * \$53.79/hour = \$1,075.80 Swap event: 20 hours (0.01 FTE) 20 hours * \$53.79/hour = \$1,075.80 Facilitate changes to internal policies and practices: 22 hours (0.01 FTE) 22 hours * \$53.79/hour = \$1,183.38			
Vendor Services	Confidential Material Shredding; Spring Shred Event	\$750 for one 3-hour collection	\$750		
Non-LWSW Collection Staffing	Clean-Up Day staff time. See staff time expense in Part 4. Special Collections	\$1,505.35	\$1,505.35		
Other:					
<i>Funding Request Subtotal</i>	-	-	\$5,694.80		
<i>Matching Funds</i>	Amy Crary, Fitness Coordinator. Help coordinate and schedule swap event.	5 hours x \$63.98/hour = \$319.90	\$319.90		
	Amy Looze, Communications Manager. Works with LSWS staff and publisher(s) to design, edit, and schedule communication pieces for collection events.	6 hours * \$65.09/hour = \$325.45	\$325.45		
	Diane Erickson, Volunteer Coordinator. Finds volunteers to work at collection events.	10 hours * \$42/hour = \$420	\$420		

Description of Activity (Minimum Grant Requirements)

- ☒ a. Provide updates to the County's online Dakota County Reduce & Reuse Map.
- ☒ b. Implement any of the following three activities (check all that apply):
- ☒ 1. Implement one or more additional Special Collection drop-off days, events, curbside collections, permanent drop-off collection sites, or combination thereof to collect specific (see Section 4.c.) traditional and non-traditional solid waste materials from residents for reuse or recycling.
- ☒ 2. Coordinate with County Liaison to implement one or more residential reduce/reuse activities (check all that apply):
- ☒ i. Host residential swap events.
 - ☐ ii. Implement a reusable bag exchange at specific location(s) (e.g., local store, farmer's market, co-op).
 - ☐ iii. Host or facilitate a lending library for tools, lawn and gardening equipment, kitchenware, crafting, camping equipment, or other items as pre-approved by the County Liaison.
 - ☐ iv. Host residential reduce or reuse education classes (e.g., simple mending, how to downsize).
 - ☐ v. Add material reuse at existing collections (e.g., cleanup days).
 - ☐ vi. Leverage existing residential activities to plan or start reuse activities (e.g., coordinate with realtors to promote reuse prior to home sales; coordinate with a local repair business to host a repair event).
 - ☐ vii. Facilitate changes to municipality codes, policies, and practices that are barriers to reuse (e.g., clothing drop box prohibitions).
 - ☐ viii. Other reduce/reuse activities as pre-approved by the County Liaison: [Click or tap here to enter text.](#)

Describe plans for reduce/reuse activities in (i) to (viii): City will host one swap event. The swap event will have a specific category of accepted items defined for the event. The item category is TBD but would include one or more of the following: Clothing, toys, outdoor equipment, or gardening equipment.

- ☒ 3. Facilitate changes to internal policies and practices to reuse supplies and equipment (e.g., furniture, computers, pens) when they are no longer needed, for both internal and external reuse.

i. Attend Minnesota Pollution Control Agency Green Team meetings.

☐ Other: [Click or tap here to enter text.](#)

<i>Diversion Potential (Tons)</i>	Confidential Material Shredding; Spring Shred Event: 11,500 lbs / 2000 = 5.75 tons		
<i>Other Potential Outcomes (Optional)</i>	Residents educated about reduce/reuse, city employees educated about reduce/reuse, residents educated to not dispose of shredded paper in recycling		
<i>Activity Report: Jan-Jun</i>	- List or attach Reduce and Reuse Map updates - List material collected, name of vendor/hauler, event name, city, date, tons and if available quantities (# pieces) - Describe reduce/reuse activity, city, location, date, waste prevention weights if available, and tracked number of people participating, if applicable - Describe changes to internal policies and practices, if applicable - Additional information (optional)		
<i>Activity Report: Jul-Dec</i>	- List or attach Reduce and Reuse Map updates - List material collected, name of vendor/hauler, event name, city, date, tons and if available quantities (# pieces) - Describe reduce/reuse activity, city, location, date, waste prevention weights if available, and tracked number of people participating, if applicable - Describe changes to internal policies and practices, if applicable - Additional information (optional)		

7. In-Person Education*	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
\$7,118.50 Available Funding					
Staff: Salary to administer Grant Requirements for Supplemental #7	Name: Ally Sutherland Title: Environmental Specialist In-Person Education Presentations or Tabling	117.5 hours (0.05 FTE) * \$53.79/hour = \$6,320.325 1% * 35,381 (2018 IGH Population) = at least 353.81 individuals educated \$7,118.50 (Available In-Person Education/Event Recycling and Organics Collection Funding) - \$806.85 (Event Recycling & Organics Collection Section Expenses) = \$6,311.65	\$6,311.65		
Other:					
<i>Funding Request Subtotal</i>	-	-	\$6,311.65		
<i>Matching Funds</i>	Julie Dorshak, Recreation Superintendent. Helps LSWS schedule recycling education	5 hours x \$76/hour = \$380	\$380		

	tables at park and recreation related events.				
	Diane Erickson, Volunteer Coordinator. Finds volunteers to work at recycling education tables and events.	10 hours * \$42/hour = \$420	\$420		
	Amy Crary, Fitness Coordinator. Helps LSWS schedule recycling education tables at park and recreation related events.	10 hours x \$63.98/hour = \$639.80	\$639.80		

Description of Activity (Minimum Grant Requirements)

- ☒ a. Provide in-person waste abatement education for adults and youth through face-to-face interactions during presentations or at booths, events, or gatherings to educate 1% or more of the Municipality's population through a direct learning experience, on the following topics:
- i. Curbside recycling (required)
 - ii. Residential organics drop site(s) (optional)
 - iii. Residential services at the Recycling Zone (optional)
 - iv. Local reuse opportunities for residents (optional)
- Describe plan for education activities, including event name, city, location, date, and number/range of people to educate:
Recycling education will be provided to the following estimated individuals at the following events:
- Active Living Fair; ~100
 - IGH Days Events, ~400
 - Women's Expo, ~100
 - Senior Groups, ~100
 - Other Community events as they arise (ex: Inver Hills Community College student events).
 - Other Parks & Recreation opportunities as they arise
- ☒ b. Use County materials for promotional and distribution handouts.
- ☒ c. Review display and education materials with County liaison in advance of in-person education.
- ☒ d. If conducting online education, provide a live format with interactive opportunities (i.e., no pre-recorded videos).
- ☒ e. Use messaging standards on County website for verbal education.
- ☒ f. Coordinate with County Liaison for any education requests in schools, businesses, and multifamily residences.
- ☒ g. Track and report on outcomes using County forms, on an annual basis or more often as requested, including monitoring presentation attendance (e.g., sign-in sheet or head count), online webinar attendance (e.g., number of people who log on), booth interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).
- ☐ Other: [Click or tap here to enter text.](#)

<i>Diversion Potential (Tons)</i>	Unknown				
<i>Other Potential Outcomes (Optional)</i>					
<i>Activity Report: Jan-Jun</i>	• List event name, city, location, date, and tracked number of people educated • Additional information (optional)				
<i>Activity Report: Jul-Dec</i>	• List event name, city, location, date, and tracked number of people educated • Additional information (optional)				
8. Event Recycling and Organics Collection*	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
Staff: Salary to administer Grant Requirements for Supplemental #8	Name: Ally Sutherland Title: Environmental Specialist Food Truck Day. Informing event coordinator of what recycling best practices to follow at the event and providing recycling resources, such as labels, if needed. Name: Ally Sutherland Title: Environmental Specialist Develop or update municipal permits and agreements to require recycling/back-of-house	Food Truck Day: 5 hours (0.002 FT) * \$53.79 = \$268.95 Develop or update municipal permits: 10 hours (0.005) 10 hours * \$53.79/hour = \$537.90	\$806.85		

	organics with best waste management practices at events/festivals. Includes the Parks Shelter Rental Contract and VMCC Rental Contract				
<i>Funding Request Subtotal</i>	-	-	\$806.85		
<i>Matching Funds</i>	Julie Dorshak, Recreation Superintendent. Updates parks and VMCC permits as requested by LWSW.	5 hours x \$76/hour = \$380	\$380		
<i>Matching Funds</i>	Brian Swoboda, Parks Superintendent. Coordinates recycling collection at Food Truck Days.	5 hours * \$74.70 = \$373.50	\$373.50		
<i>Combined Subtotal for #3 and #4*</i>			\$7,118.50		
Description of Activity (Minimum Grant Requirements) ☒ a. Implement recycling, back-of house organics collection, or both, at events. - Contact and assist event coordinators to plan and implement recycling collection, back-of-house organics collection, or both. - Assist with obtaining temporary containers, proper bags, signage, hauler services for collection, and as appropriate, recruit waste station staffing. - Assist with applying best waste management practices for standardized messaging to vendors, volunteers, and custodial staff; labeled and an appropriate number of co-located recycling and trash containers in strategic locations to prevent overflow; and delivery to a licensed/permitted facility. - For recyclables collection, prioritize events on public property that generate at least one ton (8cy) of trash (e.g., community events, athletic tournaments, fairs, markets, concerts, etc.). - For organics collection, prioritize events of at least 300 people that generate back-of-house organics and at least one ton (8 cy) of trash. - Obtain confirmation that collected materials are delivered to a licensed or otherwise approved recycling/organics facility if grant funds are being used for hauling services at city events. ☒ b. Coordinate with the County Liaison to develop or update municipal permits and agreements to require recycling/back-of-house organics with best waste management practices at events, tournaments, and festivals (e.g., event permit, event vendor agreement, facility rental agreement, event hauler agreement), consistent with city codes and County Ordinance 110. ☐ Other: Click or tap here to enter text.					
<i>Diversion Potential (Tons)</i>	Unknown				
<i>Other Potential Outcomes (Optional)</i>					
<i>Activity Report: Jan-Jun</i>	- List event, city, date, weights if available, and tracked number of people participating if applicable - Additional information (optional)				
<i>Activity Report: Jul-Dec</i>	- List event, city, date, weights if available, and tracked number of people participating if applicable - Additional information (optional)				

*Supplemental Funding categories #7 and #8 share one funding allocation; combined subtotals may not exceed maximum fund eligibility.

9. Gap Funding	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
\$3,673.36 Available Funding					
Non-LWSW Collection Staffing	Clean-Up Day staff time. See staff time expense in Part 4. Special Collections	\$3,673.36	\$3,673.36		
<i>Funding Request Subtotal</i>	-	-	\$3,673.36		
<i>Matching Funds</i>					
Description of Activity (Minimum Grant Requirements)					

☒ a. Complete, or make progress toward completing, one or more waste abatement projects included in eligible grant categories above, for which additional funding is needed, with first priority given to filling funding gaps in Base Funding categories, and second priority given to filling gaps in Supplemental Funding categories.).
Describe plan: [Use funding towards remaining Clean-Up Day staff time expenses.](#)

☐ Other: [Click or tap here to enter text.](#)

<i>Diversion Potential (Tons)</i>			
<i>Other Potential Outcomes (Optional)</i>			
<i>Activity Report: Jan-Jun</i>	List activity, description, city, date, weights if available, tracked number of people participating if applicable, and any other outcomes		
<i>Activity Report: Jul-Dec</i>	List activity, description, city, date, weights if available, tracked number of people participating if applicable, and any other outcomes		

	SUPPLEMENTAL FUNDING SUMMARY	Jan-Jun Report	Jul-Dec Report
Total Supplemental Funding Request	\$27,164.41		
Total Supplemental Matching Funds	\$4,693.78		
Total Supplemental Diversion Potential (Tons)	29.75		
Total Supplemental Funding Staff Hours	382.5 hours		

	APPLICATION SUMMARY	Jan-Jun Report	Jul-Dec Report
Total Base and Supplemental Funding Request (Combined)	\$52,942.16		
Total Base and Supplemental Matching Funds (Combined)	\$15,035.10		
Total Base and Supplemental Diversion Potential (Combined)	49.6 tons		
Total Base and Supplemental Funding Staff Hours (Combined)	536.50 hours (0.26 FTE)		

C. Application Signature

I, the undersigned authorized representative and contract signatory, certify that this application was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge. I certify that all activities proposed in this Application will be implemented as planned and support Dakota County waste abatement activities. I certify that a mid-year report will be submitted to Dakota County by July 15, 2022, and a final report will be submitted to Dakota County by January 15, 2023, to demonstrate compliance with this application.

Authorized Representative (Contract Signatory):	
Title:	
Signature (electronic signature acceptable):	
Date:	

D. Reporting and Reimbursement

Sign below and submit to Dakota County for approval. Email to: gena.gerard@co.dakota.mn.us.

Report and Reimbursement Request for January 1, 2022 – June 30, 2022*

Due: July 15, 2022

I, the undersigned, certify that this report was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
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Authorized Representative (Contract Signatory):	
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Title:	
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Signature (electronic signature acceptable):	
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Date:	
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Total Reimbursement Request:	
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Report and Reimbursement Request for July 1, 2022 – December 31, 2022*

Due: January 15, 2023

I, the undersigned, certify that this report was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
--	--

Authorized Representative (Contract Signatory):	
---	--

Title:	
--------	--

Signature (electronic signature acceptable):	
--	--

Date:	
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Total Reimbursement Request:	
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*Attach documentation for all expenses as described in Dakota County Community Waste Abatement Grant Program 2022 Guidelines.

**Request for Council Action****Resolution Approving the 2022 Seasonal and Temporary Pay Plan**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	11/08/21	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Janet Shefchik	Budget amendment requested	
Prepared by:	Janet Shefchik	FTE included in current complement	
Reviewed by:	Kris Wilson	New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

The Council is asked to adopt the attached Resolution approving the 2022 Seasonal and Temporary Pay Plan

SUMMARY:

The city employs approximately 400 to 500 seasonal and/or temporary employees each year. These employees are excluded from union representation by State Statute (MN 179A.03 Subd. 14) and are not part of the City's regular compensation plan or Pay Equity reporting.

Annually, Human Resources reviews the seasonal/temporary pay plan and makes recommendations for any needed or beneficial changes for the upcoming year. Department heads and supervisors also review and provide input to the plan. Consideration is given to things such as budgetary impact, staffing challenges, market pay, and internal equity.

The proposed 2022 plan incorporates suggested department head revisions and the recommendations of Human Resources, such as those to adjust for the state's large employer minimum wage of \$10.33/hr.

Attached please find the recommended 2022 Seasonal and Temporary Pay Plan, which staff believes to be fair and compliant with minimum wage laws.

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.

**RESOLUTION APPROVING THE 2022 SEASONAL AND
TEMPORARY EMPLOYEES PAY PLAN**

WHEREAS, the City of Inver Grove Heights desires to attract quality candidates for a variety of positions throughout the city; and

WHEREAS, the City of Inver Grove Heights employs staff whose positions are for a limited-term, seasonal in nature, or whose hours are year-round but do not meet the statutory threshold required to be considered a regular employee; and

WHEREAS, the City of Inver Grove Heights in an effort to be fair and consistent have created a pay plan for these employees as guidance for hiring managers; and

NOW THEREFORE BE IT FURTHER RESOLVED that the City of Inver Grove Heights hereby adopts the attached 2022 Seasonal and Temporary Pay Plan, effective January 1, 2022; and authorizes staff to process pay within the context of the approved plan.

Passed by the City Council of the City of Inver Grove Heights, Minnesota this 8th day of November, 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

City of Inver Grove Heights 2022 Seasonal/Temporary Pay Plan
Effective January 1, 2022 - December 31, 2022

2022 Changes: Tier 1 pay was adjusted upward due to minimum wage increase; positions in **bold** were moved to a higher Tier for market or internal pay considerations.

Position	Dept./Division	Step									
		1	2	3	4	5	6	7	8	9	10
Tier 1		\$ 10.40	\$ 10.92	\$ 11.47	\$ 12.04	\$ 12.64	\$ 13.27	\$ 13.94	\$ 14.63	\$ 15.37	\$ 16.13
Birthday Party Host	VMCC - Guest Service										
Fitness Attendant	VMCC - Fitness										
Kids ROCK Assistant	VMCC - Kids ROCK										
Outside Services	Golf Course										
Pool Attendant	VMCC - Aquatics										
Ranger/Starter	Golf Course										
Recreation Assistant	Recreation										
Skating Rink Attendant (outdoor)	Recreation										
Special Events Attendant	Recreation										
		1	2	3	4	5	6	7	8	9	10
Tier 2		\$ 11.40	\$ 11.97	\$ 12.57	\$ 13.20	\$ 13.86	\$ 14.55	\$ 15.28	\$ 16.04	\$ 16.84	\$ 17.69
Child Care Worker	VMCC- Guest Services										
Golf Course Concessionaire	Golf Course										
Golf Maintenance Helper	Golf Course										
Gym/Facility Attendant	VMCC- Guest Services										
Lifeguard	VMCC - Aquatics										
Non-Certified Swim Instructor	VMCC - Aquatics										
Open Skate Guard (indoor)	VMCC- Guest Services										
Park Maintenance Helper	Parks										
Recording Secretary	Administration										
Recreation Instructor I	Recreation										
Street Maintenance Helper	Public Works - Streets										
Ticket Seller/Taker	VMCC- Guest Services										
Utility Maintenance Helper	Public Works - Utilities										
VMCC Operations Helper	VMCC - Operations										
		1	2	3	4	5	6	7	8	9	10
Tier 3		\$ 12.65	\$ 13.28	\$ 13.95	\$ 14.64	\$ 15.38	\$ 16.14	\$ 16.95	\$ 17.80	\$ 18.69	\$ 19.62
Certified Swim Instructor (WSI)	VMCC - Aquatics										
Guest Service Worker	VMCC - Guest Service										
Intern (Undergraduate)	Various										
Kids ROCK Leader	VMCC - Kids ROCK										
Lead Lifeguard	VMCC - Aquatics										
On-Call Clerk	Finance										
Operations and Maint. Assistant	VMCC - Operations										
Recreation Instructor II	Recreation										
Recreation Leader	Recreation										
		1	2	3	4	5	6	7	8	9	10
Tier 4		\$ 13.65	\$ 14.33	\$ 15.05	\$ 15.80	\$ 16.59	\$ 17.42	\$ 18.29	\$ 19.21	\$ 20.17	\$ 21.18
Intern (Graduate)	Various										
Kids ROCK Coordinator	VMCC - Kids ROCK										
Recreation Official	Recreation										
Recreation Program Assistant	Recreation										
Skate Instructor	VMCC - LTS										
Swim Lesson Manager	VMCC - Aquatics										
		1	2	3	4	5	6	7	8	9	10
Tier 5		\$ 19.15	\$ 20.11	\$ 21.11	\$ 22.17	\$ 23.28	\$ 24.44	\$ 25.66	\$ 26.95	\$ 28.29	\$ 29.71
Fitness Instructor - Group Fitness	VMCC - Fitness										
Ice Programs Coordinator	VMCC - LTS										
Instructor Trainer	VMCC - Aquatics										
Intern (Masters)	Various										
Manager on Duty	VMCC - Guest Service										
		1	2	3	4	5	6	7	8	9	10
Tier 6		\$ 22.71	\$ 23.85	\$ 25.04	\$ 26.29	\$ 27.60	\$ 28.98	\$ 30.43	\$ 31.96	\$ 33.55	\$ 35.23
Fitness Instructor - Personal Training	VMCC - Fitness										
Fitness Instructor - Specialty Classes	VMCC - Fitness										

Non-Tiered		
Student Election Judge	Administration	\$12.15
Head Election Judge	Administration	\$14.25
Fire Academy Instructor	Fire	\$14.25 \$ 18.15

Supervisor has discretion to start a new employee in Steps based on previous experience, job market, and department needs, and move Steps based on performance (performance evaluation forms are not required to be completed for Seasonal/Temporary employees).

Modifications to this plan may be made during the year to ensure market viability, etc., as approved by the City Administrator and implemented by H.R.

Steps for future pay plans may receive a COLA increase based on market demands as a part of the annual budget process and changes in the minimum wage.

Referrals: Upon approval of the Department Head, Supervisors may request that certain hard to fill positions be designated as eligible for the referral award program. For those position postings indicated as Referral Award Eligible, the following applies: A current Seasonal/Temporary employee that refers a new (first time) Seasonal/Temporary employee will be eligible for a *one time* \$100 lump sum, if the referred employee works 200 hours in a 6-month period. The new employee must indicate "Employee Referral" in response to Question 10 on their initial employment application, and indicate the name of the referring employee in response to Question 11. In addition, the referring employee must complete a referral award request form in order to be considered for processing.

Request for Council Action

Resolution Approving Joint Powers Agreement between the Dakota County Soil and Water Conservation District (DCSWCD) for Technical Services for Conservation Projects

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	November 8, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski, 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski, City Engineer	FTE included in current complement	
Reviewed by:	Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other: Project Specific	X

PURPOSE/ACTION REQUESTED

Resolution approving Joint Powers Agreement between the Dakota County Soil and Water Conservation District for technical services for conservation projects.

SUMMARY

The purpose of this agreement is to define the responsibilities and obligations of the SWCD and the city for services to be provided by the SWCD to the city related to the planning, design, and installation of conservation practices.

Since May 2013, City Council passed resolutions authorizing an agreement for technical services with the DCSWCD to include efforts on rain gardens, water quality evaluations, wetland conservation and grant writing. The city has participated in many joint DCSWCD programs since 2013. The joint powers agreement will be effective from January 1, 2022 to December 31, 2024.

Staff recommends that Council approve the Joint Powers Agreement between the Dakota county Soil and Water Conservation District (DCSWCD) for Technical Services for conservation projects.

TJLK/kf

Attachment: Resolution
Joint Powers Agreement

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION APPROVING JOINT POWER AGREEMENT BETWEEN THE DAKOTA COUNTY SOIL AND
WATER CONSERVATION DISTRICT (DCSWCD) AND THE CITY OF INVER GROVE HEIGHTS FOR
TECHNICAL SERVICES FOR CONSERVATION PROJECTS.**

RESOLUTION NO. _____

WHEREAS, since May 2013, City Council passed resolutions authorizing an agreement for technical services with the DCSWCD to include efforts on rain gardens, water quality evaluations, wetland conservation and grant writing; and

WHEREAS, DCSWCD has prepared a Joint Powers Agreement for these services to be extended until December 31, 2024; and

WHEREAS, the Joint Powers Agreement also includes service to allow the Planning Division to utilize the DCSWCD for work related to the Wetland Conservation Act of 1991.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA THAT the City Council of Inver Grove Heights approve and agree to the Joint Powers Agreement between the Dakota County Soil and Water Conservation District for technical services for conservation projects through December 31, 2024.

Adopted this 8th day of November 2021 by the City Council of Inver Grove Heights, MN

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**JOINT POWERS AGREEMENT BETWEEN
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND
THE CITY OF INVER GROVE HEIGHTS
FOR TECHNICAL SERVICES FOR CONSERVATION PROJECTS**

THE PARTIES TO THIS AGREEMENT are the Dakota County Soil and Water Conservation District ("SWCD") and the City of Inver Grove Heights ("City"), both political subdivisions of the State of Minnesota and "governmental units" as that term is defined in Minn. Stat. § 471.59. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59. (The SWCD and the City are hereinafter referred to collectively as the "Parties").

NOW THEREFORE, the Parties, in joint and mutual exercise of their powers, agree as follows:

1. PURPOSE. The purpose of this Agreement is to define the responsibilities and obligations of the SWCD and the City for services to be provided by the SWCD to the City related to the planning, design and installation of conservation practices.
2. TERM. This Agreement shall be effective the date of the signatures of the Parties to this Agreement and shall remain in effect until December 31, 2024, or until completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
3. DESCRIPTION OF SERVICES. The City agrees to purchase the SWCD staff hours to provide technical assistance related to the planning, design and installation of voluntary conservation practices, or regulatory assistance associated with the Minnesota Wetland Conservation Act, on an as-needed and as-available basis, and according to the applicable staff hourly rate set annually by the SWCD Board.

The SWCD reserves the right to refuse requests for technical assistance based on availability of staff time. The SWCD will provide services in a manner consistent with the care and skill normally exercised by members of the SWCD's profession performing the same services under similar conditions. The SWCD will procure, at its expense, all licenses, permits or other rights needed to provide services under this Agreement. The SWCD will inform the City of any changes in licenses or permits within five days of the change.

4. TIME OF PAYMENT. The City shall make payment to the SWCD within 35 days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the City shall notify the SWCD within 10 days of receiving the incorrect invoice. Upon receiving the corrected invoice, the City shall make payment within 35 days.
5. PAYMENT FOR UNAUTHORIZED CLAIMS. The City may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the City from questioning the propriety of the claim. The City reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
6. PAYMENT UPON EARLY TERMINATION. In the event this Agreement is terminated before the completion of services, the City shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Section 3 above based upon actual time spent.
7. COMPLIANCE WITH LAWS/STANDARDS. The SWCD shall abide by all federal, state or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the SWCD is responsible.
8. INDEPENDENT CONTRACTOR STATUS. Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the Parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party.

9. SUBCONTRACTING. A party shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.
10. ASSIGNMENT. A party shall not assign any interest it has in this Agreement without prior written consent of the other party. The assigning party shall be responsible for the performance of its assignee unless otherwise agreed.
11. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. Each party warrants that it has an insurance or self-insurance program and that it has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466.
12. COOPERATION AND TIMELINESS. The SWCD and City will cooperate and use reasonable efforts to carry out efficiently the various provisions of this Agreement. The Parties agree to resolve disputes in an equitable and timely manner. Time is of the essence in this Agreement. A party may consider the other party's failure to perform the other party's duties within the timelines under this Agreement as a material breach.
13. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by its respective Board. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

To the SWCD:

Brian Watson or successor, Director
Dakota County SWCD
4100 220th Street West, Suite 102
Farmington, MN 55024
Telephone: (651) 480-7778

To the City:

Tom Kaldunski or successor
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

14. LIAISONS. To assist the Parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by the SWCD and the City. The Parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

SWCD Liaison: Curt Coudron
Telephone: (651) 480-7774
Email: curt.coudron@co.dakota.mn.us

City Liaison: Tom Kaldunski
Telephone: (651) 450-2572
Email: tkaldunski@ighmn.gov

15. DEFAULT: FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, pandemic, acts of civil or military authority, and natural disasters.

16. DATA PRIVACY. All data created, collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.

The City may give the SWCD access to, or the SWCD may become aware of, private or confidential information in performing services under this Agreement. Private and confidential information is data that is not public under Minn. Stat. ch. 13. The SWCD will keep the private and confidential information only for use in performing services under this Agreement. The SWCD will impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.

17. OWNERSHIP OF WORK PRODUCT. If the SWCD uses the City's copyrighted material in performing work for this Agreement, the SWCD will protect the City's right, title and interest in the copyrighted material. Before using a third party's copyrighted material, the SWCD will get permission from the third-party. Where applicable, work products created by the SWCD under this Agreement are "works made for hire" as defined in the U.S. Copyright Act. The City owns the copyright interests in the work product. The City may use, copy and make derivative works of the same, with no duty for an accounting to the SWCD. The SWCD may use portions or excerpts from the materials prepared under this Agreement.

18. RECORDS DISCLOSURE/RETENTION. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Each governmental unit agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

19. TERMINATION. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or other right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

Notwithstanding any provision of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement.

20. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the Parties.
21. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.
22. DISPOSITION OF PROPERTY. Any property purchased with City money to perform services under this Agreement is owned by the City and will be returned by the SWCD to the City at the termination of this Agreement.

23. FINAL AGREEMENT AND SEVERABILITY. This Agreement is the final agreement of the Parties and the complete and exclusive statement of the terms agreed on and supersedes all prior negotiations, understandings or agreements. The terms of this Agreement are severable. A determination that a part of this Agreement is invalid or unenforceable does not affect the validity or enforceability of the remainder of this Agreement, unless the part or parts that are invalid or unenforceable substantially undermine the value of the entire Agreement for either Party.
24. SURVIVORSHIP. The following provisions under this Agreement survive after the termination date of this Agreement: Sections 11 (Liable for Own Acts); 15 (Force Majeure); 16 (Data Privacy); 17 (Ownership of Work Product); 18 (Records Disclosure/Retention); 21 (Minnesota Law to Govern); and 22 (Disposition of Property).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

CITY OF INVER GROVE HEIGHTS

By _____
Tom Bartholomew, Mayor
Date of Signature _____

Attest _____
_____(title)
Date of Signature _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By _____
Laura Zanmiller, Chair
Board of Supervisors
Date of Signature _____

Approved as to Form:

/s/Helen R. Brosnahan 10/26/21
Assistant Dakota County Attorney Date
KS-21-465

**Request for Council Action****Approve Improvement Agreement for Lot 1, Block 1, and Outlot A of Whitaker Addition (Hyundai)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	November 8, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Steve Dodge <i>SWD</i> 651-450-2541	Budget amendment requested	
Prepared by:	Steve Dodge Assistant City Engineer	FTE included in current complement	
Reviewed by:	Klay Eckles Public Works Director	New FTE requested - N/A	
		Other	Engineering Escrow provided by owner

PURPOSE/ACTION REQUESTED

Approve Improvement Agreement for Lot 1, Block 1, and Outlot A of Whitaker Addition (Hyundai).

SUMMARY

On October 11, 2021, Council approved a resolution authorizing a conditional use permit amendment and a storm water facilities maintenance agreement for an expansion of an automobile- and off-highway vehicles sales lot for the Hyundai dealership at 1290 50th Street.

The attached improvement agreement is needed to ensure the improvements are constructed based on the approved plans by the Engineering Division. The owner is asking to grade the parking lot in preparation for vehicle parking this winter. Winter conditions are setting in and the improvement agreement with sureties will ensure the approved plans and MnDOT drainage permits are obtained, and the grading completed, stormwater facilities installed, and turf establishment occurs by June 30, 2022. The owner is required to incorporate MnDOT drainage comments and requirements prior to plans being approved and agreements being recorded.

Staff recommends approving the Improvement Agreement for Lot 1, Block 1, and Outlot A of Whitaker Addition (Hyundai).

SWD/kf

Attachment: Improvement Agreement

IMPROVEMENT AGREEMENT
FOR LOT 1, BLOCK 1, AND OUTLOT A,
WHITAKER ADDITION,
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA
RELATING TO CONDITIONAL USE PERMIT FOR
AUTOMOBILE OUTSIDE STORAGE PURSUANT TO
RESOLUTION NO. 2021-271 DATED OCTOBER 11, 2021

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR LOT 1, BLOCK 1 AND OUTLOT A,
WHITAKER ADDITION, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA,
RELATING TO CONDITIONAL USE PERMIT FOR AUTOMOBILE OUTSIDE
STORAGE PURSUANT TO RESOLUTION NO. 2021-271 DATED OCTOBER 11, 2021**

THIS IMPROVEMENT AGREEMENT FOR LOT 1, BLOCK 1 AND OUTLOT A, WHITAKER ADDITION, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA (Agreement) is made and entered into on the 8th day of November, 2021, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans; the Engineering Department has not as yet approved the Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires grading, drainage, erosion and sediment control, the installation of storm water improvements and vegetation establishment.

WHEREAS, the Developer must file four (4) complete sets of the Development Plans with the City.

WHEREAS, the Development Plans must be prepared by a registered professional engineer and must be submitted to and approved by the Director of PWD.

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

**ARTICLE 1
DEFINITIONS**

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

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

1.3 Developer. "Developer" means Saxon IGH, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Owner. "Owner" means Saxon IGH, LLC, a Minnesota limited liability company, and its successors and assigns.

1.5 Subject Property. "Subject Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota and legally described on the attached **Exhibit A**.

1.6 Development Plans. "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.7 Improvement Agreement. "Improvement Agreement" means this instant contract by and between the City and Developer.

1.8 Council. "Council" means the Council of the City of Inver Grove Heights.

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

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

1.11 County. "County" means Dakota County, Minnesota.

1.12 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

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

- b.) pipeline companies.

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.15 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

1.16 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof, subject to Force Majeure:

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

1.17 Force Majeure. "Force Majeure" means (i) an earthquake, hurricane, tsunami, tornado, flood, or other weather conditions of unusual severity or duration or other similar natural catastrophe, (ii) a building moratorium or other governmental prohibition or restriction on construction that prohibits or restricts construction, (iii) a riot, insurrection, terrorist act, or war, (iv) circumstances adversely affecting the availability or delivery of materials or the performance of work including, without limitation, excessive rain or other weather events that may not constitute flood or catastrophic events yet, nevertheless, result in stoppages of work or delays in the performance of construction, (v) strikes, lockouts or other labor disputes, (vi) actions or inaction (when action is required) of governmental authorities, (vii) fires or other casualties, or (viii) other causes or occurrences which are outside the control of the party whose obligation is delayed and could not be avoided by the exercise of due care on the part of such party.

1.18 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the

authority of Developer to enter into and perform its obligations under this Improvement Agreement.

- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any

replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for drainage and erosion control improvements made by Developer shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of the Developer to repair and correct any damage to or deficiency with respect to such improvements.

H. Obtaining Permits. The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.

I. Fee Title/Ownership Interest. Saxon IGH, LLC, a Minnesota limited liability company owns fee title to the Subject Property.

1.19 City Warranties. “City Warranties” means that the City hereby warrants and represents as follows:

- A. **Organization.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.
- B. **Authority.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

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

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

**If to Developer
and Owner:**
Saxon IGH, LLC
7571 9th Street N
Oakdale, MN 55128

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

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

2.1. Approval of Development Plans. The Development Plans are hereby approved by the City subject to the requirements and approvals stated in Exhibit B..

ARTICLE 3

DEVELOPER IMPROVEMENTS

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

3.2 Ground Material. The Developer shall ensure that adequate and suitable ground material shall exist in the areas of Developer Improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Grading/Drainage Plan. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

3.4 Area Restoration. The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the Director of PWD, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation

within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all Developer Improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to Developer Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the Director of PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Improvements.

6.3 Inspection. The Director of PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the Director of PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement

work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 12 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Improvements that within the warranty periods of Section 1.18(G) become defective or are not in compliance with the warranty provisions contained therein in the opinion of the City.

6.5 City Approval. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Improvements and notify the Developer of any Developer Improvements that do not so conform. Upon compliance with this Improvement Agreement and City ordinances, standards and specifications, the City shall so notify the Developer in writing.

If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement in reasonable detail or, in its discretion, the City may proceed under Articles 11 and 12.

The Developer Improvements are private improvements owned by the Developer and the City has no obligation for maintenance.

6.6 Engineering Submittals Required. The record plan "as built" drawings of the Developer Improvements shall be provided by the Developer in accordance with City standards no later than 90 days after completion and acceptance of the Developer Improvements by the City, unless otherwise approved in writing by the Director of PWD. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the Developer's sureties. The following information is required to be shown on the record plans:

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and Invert elevations on all manholes and catch basins.

6. Apron invert elevations on all Flared End Structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. Copy of final plat shall be submitted in an electronic format (see item 12).
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom , side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
12. Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

ARTICLE 7

RESPONSIBILITY FOR COSTS

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

7.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8 **DEVELOPER WARRANTIES**

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9 **CITY WARRANTIES**

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10 **INDEMNIFICATION OF CITY**

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City , its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications, subject to Force Majeure;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement, subject to Force Majeure;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;

- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements and;
- g.) construction of the Developer Improvements; and
- h.) delays in construction of the Developer Improvements, subject to Force Majeure.

ARTICLE 11

CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default unless thirty (30) days is not practicable for the Developer to cure the Developer Default, in which case the Developer shall be given a reasonable time, as determined by the City, to cure the default provided the Developer has commenced a suitable cure within the initial thirty (30) days. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within the time provided, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City until the Developer Default is cured;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof to the extent necessary to cure the Developer Default;
- d.) the City may suspend or deny building permits for buildings within the Subject Property until the Developer Default is cured.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the Formal Notice.

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 12 **ESCROW DEPOSIT**

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements the Developer shall deposit with the City an irrevocable letter of credit or cash deposit for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2024. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2024, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2024.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

If it is determined by the City that the Development Plans were not strictly adhered to, or that work was done without City inspection, the City may require, as a condition of acceptance, that the Developer post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the City deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 13 **MISCELLANEOUS**

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

13.2 No Third Party Recourse. Third parties shall have no recourse against the City under this Improvement Agreement.

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Owner. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Owner in the Subject Property.

13.5 Contract Assignment. The Developer and Owner may not assign this Improvement Agreement without the written permission of the Council, which approval will not be unreasonably withheld so long as no Developer Default then exists. The Developer's and

Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Subject Property.

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

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

13.8 Counterparts. This Improvement 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.

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

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

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

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of November, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**OWNER AND DEVELOPER:
SAXON IGH, LLC**

By: _____
Michael W. Saxon
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of November, 2021, before me a Notary Public within and for said County, personally appeared Michael W. Saxon, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Saxon IGH, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Saxon IGH, LLC by authority of the Board of Governors of Saxon IGH, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 1, Block 1, Whitaker Addition and Outlot A, Whitaker Addition, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

The Development Plans are all the plans for the project required and approved by the Director of PWD. The project is the work and Developer Improvements associated with the automobile outside storage lot pursuant to the Conditional Use Permit granted by Resolution No. 2021-271 dated October 11, 2021.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences (collectively the “City Engineer Memos”):

1. MnDOT letter dated July 9, 2021
2. Letter from Assistant City Engineer, Steve Dodge, dated October 28th, 2021.

The City Engineer Memos are on file with the City.

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

The Development Plans also include all comments, recommendations and requirements made by the Minnesota Department of Transportation relating to the storm water facilities for the Subject Property and for the automobile outside storage lot pursuant to the Conditional Use Permit granted by Resolution No. 2021-271 dated October 11, 2021.

The Developer must obtain approval of the Development Plans by the Director of PWD no later than December 31, 2021.

The Developer Improvements are private improvements owned by the Developer and the City has no obligation for maintenance.

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	12-31-21	rough grading, drainage and erosion and sediment control
X	12-31-21	temporary sediment basin and temporary private storm water facilities
X	12-31-21	rough grading of automobile storage lot
X	6-30-22	final site grading and completion of all site grading drainage and erosion and sediment control
X	6-30-22	final installation of storm water facilities
X	6-30-22	turf and vegetative establishment
X	6-30-22	completion of all requirements related to MnDOT comments
X	6-30-22	certified as-builts

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE DEVELOPER BEGINS CONSTRUCTION OF DEVELOPER IMPROVEMENTS ON THE SUBJECT PROPERTY.** Before Developer begins construction of Developer Improvements on the Subject Property and before Developer begins grading of the Subject Property, all the following conditions must be satisfied:
- a.) Developer and Owner must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit or cash deposit for the amount stated on Exhibit E of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow and vegetation escrow amounts stated on Exhibit E of this Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - e.) Developer and/or Owner must execute the following document for the Subject Property:
 - Storm Water Facilities Maintenance Agreement
- 2.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2021.** By December 31, 2021 all the following conditions must be satisfied:
- a.) All the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) Rough grading, drainage, erosion, and sediment control have been completed.
 - c.) The temporary sediment basin and temporary private storm water facilities have been completed.
 - d.) Rough grading of the automobile storage lot has been completed.

- 3.) **CONDITIONS TO BE SATISFIED BY JUNE 30, 2022.** By June 30, 2022 all the following conditions must be satisfied:
- a.) The final site grading and completion of all site grading drainage and erosion and sediment control has been completed.
 - b.) The final installation of storm water facilities has been completed.
 - c.) Turf and vegetative establishment has been completed.
 - d.) Completion of all requirements related to MnDOT comments.
 - e.) Certified as-builts provided to the City.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Grading, Drainage, Erosion & Sediment Control	\$60,000
2.)	Turf and Vegetation Establishment	\$15,000
3.)	All Storm Water Facilities	\$15,000
4.)	Requirements of MnDOT (if any)	\$TBD
5.)	Final Grading of Storage Lot	\$60,000
6.)	Certified As-Builts	\$2,500
7.)	Construction Debris Clean-up	\$2,500
SUBTOTAL:		\$155,000
<u>MULTIPLIED BY:</u>		x 1.25
EQUALS		\$193,750
<u>ESCROW AMOUNT:</u>		\$193,750

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$15,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City's standard rates charged for such tasks.

Subject to the following paragraphs, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

\$2,500 of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage, erosion and sediment control on the Subject Property in the event such problems and deficiencies arise prior to all the vegetation being established to the sole satisfaction of the City. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion and sediment control exceed the initially deposited \$15,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

EXHIBIT E
ESCROW CALCULATION
(Continued)

Vegetation Escrow Amount

Also, \$7,500 of the deposited Engineering Escrow Amount shall remain in the Engineering Escrow to be used by the City to ensure native vegetation is installed within and around the storm water facilities is maintained and established for a 3-year period from the date of satisfactory installation (hereafter “Vegetation Escrow Amount”). The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the storm water facilities on the Subject Property in the event such problems and deficiencies arise during the 3-year period. The City’s current Native Vegetation Operation and Maintenance Plan for policy and enforcement procedures applies. The Developer agrees to comply with said Plan.

After the 3-year period has expired and upon approval by the City Engineer, the City shall return to the Developer any of the remaining Vegetation Escrow Amount.

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the storm water facilities exceeds the initially retained \$7,500 Vegetation Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

**Request for Council Action****Approve Custom Grading Agreement and Stormwater Facilities Maintenance Agreement for 9245 Arnold Ave.**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	November 8, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski City Engineer	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	Engineering Escrow provided by owner

ACTION REQUESTED

The Council is asked to approve a Custom Grading Agreement and Stormwater Facilities Maintenance Agreement for 9245 Arnold Ave.

SUMMARY

The owners of 9245 Arnold Ave are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

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

The owners have also executed a Stormwater Facilities Maintenance Agreement for maintenance purposes of a raingarden on the property.

It is recommended the City approve the Custom Grading Agreement and Stormwater Facilities Maintenance Agreement relating to 9245 Arnold Ave.

TJK/np

Attachment: Custom Grading Agreement

Stormwater Facilities Maintenance Agreement

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR 9245 ARNOLD AVENUE, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 8th day of November, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Barry E. Jaeger and Lori M. Jaeger, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Barry E. Jaeger and Lori M. Jaeger, husband and wife, and their successors and assigns.

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

The infiltration basin (raingarden) and associated vegetation being constructed and installed adjacent to the driveway in the northeast area of the Landowner Property as depicted on the Storm Water Facility Plan.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means the Grading, Drainage & Erosion Control Plan (C1) dated October 25, 2021 prepared by Rehder & Associates and approved by the City Engineer on October 27, 2021. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

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

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

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

1.9 Custom Grading Agreement. “Custom Grading Agreement” means that certain Custom Grading Agreement between the City and Landowner dated November 8, 2021.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans as identified in the Custom Grading Agreement relating to the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans referenced in the Custom Grading Agreement, if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. By December 31, 2022, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

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

The Responsible Owner shall also be responsible for preserving the existing wetlands per the 1991 Wetland Conservation Act to protect the natural occurring wetlands. All improvements to the Landowner Property shall be constructed in accordance with the City's Fourth Generation Water Resources Plan per the model prepared by the City.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Residential Bioretention Basin (STM-15) dated January 2017, attached hereto as **Exhibit E**;

- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the

Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

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

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made

under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

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

ARTICLE 4 **ESCROW DEPOSIT**

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

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

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

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

ARTICLE 5 **CITY’S COVENANTS**

5.1 Approval of Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the conditions set forth by the City in the Custom Grading Agreement are met, the City will approve the Development Plans identified in the Custom Grading Agreement.

ARTICLE 6 **MISCELLANEOUS**

6.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding

upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

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

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

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

If to Landowner: Barry E. Jaeger and Lori M. Jaeger
8308 Alverno Avenue W.
Inver Grove Heights, MN 55077

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of November, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Barry E. Jaeger

Lori M. Jaeger

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Barry E. Jaeger and Lori M. Jaeger, husband and wife.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

The North 24 rods of the Southeast Quarter of the Northwest Quarter of Section 20, Township 27, Range 22, Dakota County, Minnesota.

Abstract Property

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

OPERATIONS & MAINTENANCE PLAN

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure healthy and functioning Storm Water Facilities conforming to the intent of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

EXHIBIT C
ANNUAL INSPECTION FORM

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

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

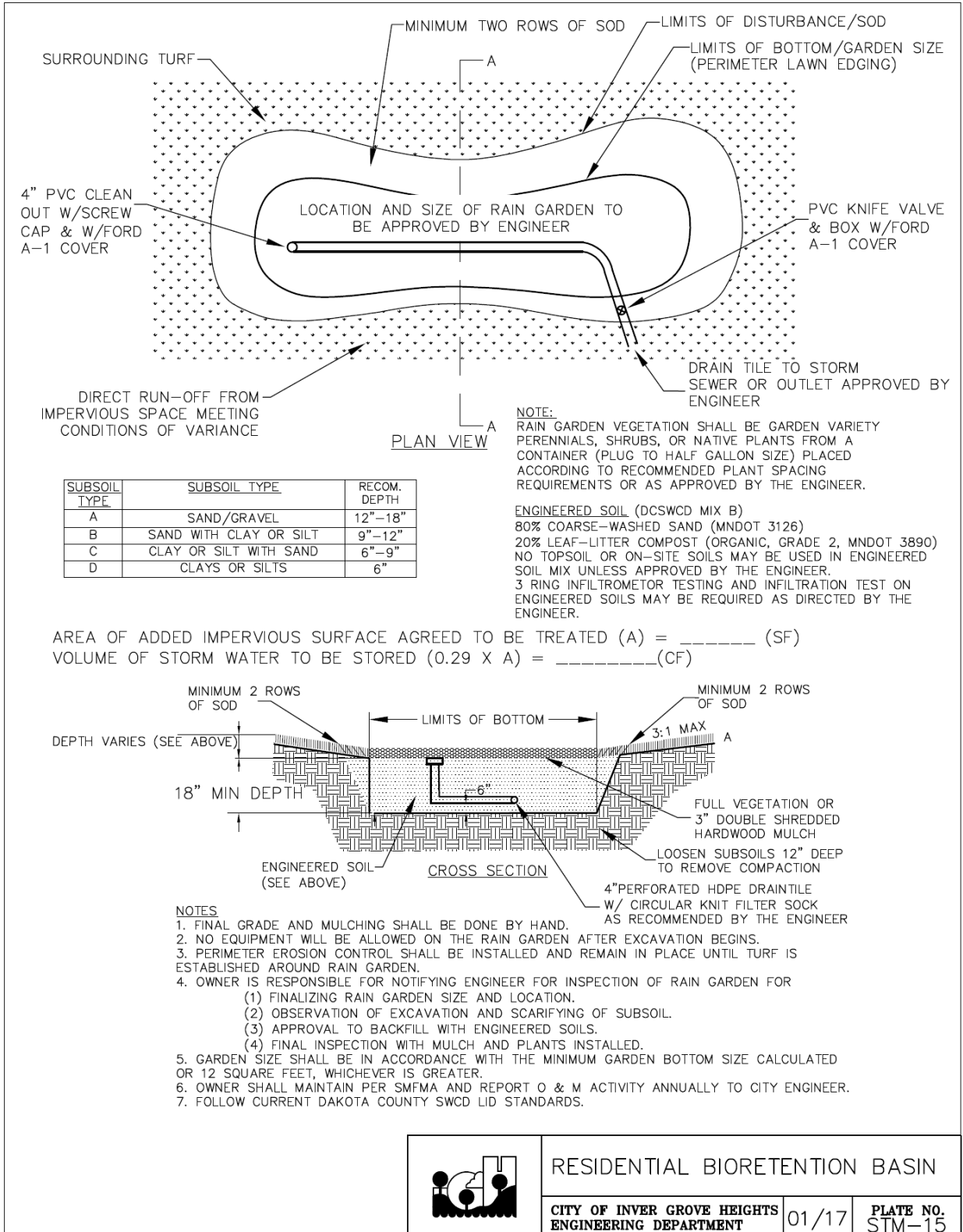
*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

STORM WATER FACILITY PLAN



EXHIBIT E

RESIDENTIAL BIORETENTION BASIN (STM-15)



CUSTOM GRADING AGREEMENT
FOR
9245 ARNOLD AVENUE,
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
9245 ARNOLD AVENUE,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 8th day of November, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities, stormwater management and associated vegetative cover and landscaping;

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

corporation.

1.3 OWNER. "Owner" means Barry E. Jaeger and Lori M. Jaeger, husband and wife, and their successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means all those plans, drawings, specifications and surveys identified in and attached to Appendix 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:
Barry E. Jaeger and Lori M. Jaeger
8308 Alverno Avenue W.
Inver Grove Heights, MN 55077

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

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

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3

IMPROVEMENTS

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

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

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

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

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or their agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

3.7 DRIVEWAY. If a driveway is proposed to be constructed, the Owner must construct the driveway per City requirements.

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

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

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

Final as-built information shall be submitted in an electronic format compatible with the

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

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

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

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

5.4 TIME OF PAYMENT. The Owner shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 6 **OWNER WARRANTIES**

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

ARTICLE 7 **CITY WARRANTIES**

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

ARTICLE 8 **INDEMNIFICATION OF CITY**

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

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

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

ARTICLE 9

CITY REMEDIES UPON OWNER DEFAULT

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

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

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

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

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

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

ARTICLE 10 **ESCROW DEPOSIT**

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2024. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2024, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2024.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.16 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. The Owner shall deposit \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

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

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

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

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

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

11.4 RECORDING. The City shall, at Owner's cost, record this Agreement with the Dakota County Recorder.

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 8th day of November, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that 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

OWNER:

Barry E. Jaeger

Lori M. Jaeger

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Barry E. Jaeger and Lori M. Jaeger, husband and wife.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

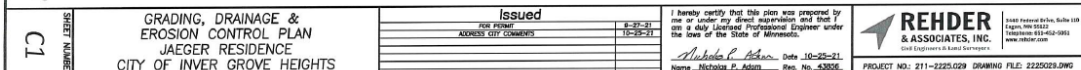
The North 24 rods of the Southeast Quarter of the Northwest Quarter of Section 20, Township 27, Range 22, Dakota County, Minnesota.

Abstract Property

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Grading, Drainage & Erosion Control Plan (C1)	10-25-21	Rehder & Associates, Inc.

The Development Plans were approved by the City Engineer on October 27, 2021.



APPENDIX 2
IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u> X </u>	Prior to obtaining building permit or 12-31-22, whichever occurs first	Grading, drainage, and sediment & erosion control
<u> X </u>	12-31-22	Storm water facilities (infiltration basin and associated vegetation)
<u> X </u>	Prior to certificate of occupancy	Septic system relocation
<u> X </u>	Prior to certificate of occupancy	Driveway
<u> X </u>	Prior to certificate of occupancy	As-built



Request for Council Action

Approve replacement and acquisition of 2022 Capital Equipment Purchases

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	11-8-2021	None	
Item Type:	Consent Agenda	Amount included in current budget	
Contact:		Budget amendment requested	
Prepared by:	Barry Underwood, Street Superintendent Rick Jackson, Lead Mechanic	FTE included in current complement	
Reviewed by:	Rebecca Kiernan, City Clerk	New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED

The replacement and acquisition of the following equipment was reviewed and discussed with the Mayor and City Council during the Study Session on November 1, 2021.

The allocation figures in the attached chart are dollars in the Equipment Replacement Fund earmarked for the purchase of the listed equipment. The acquisition costs listed are based on current government contract prices and include trade-in values, taxes, fees, and registration costs where applicable.

SUMMARY

Staff respectfully requests final approval to order replacements for the attached vehicles and equipment and approval to acquire the new equipment as presented.

2022 VEHICLE REPLACEMENT LIST

October 22, 2021

Vehicle #	Description	Vendor	Allocation Balance	Vehicle	Equipment	Trade Value	Acquisition Cost
STREET MAINTENANCE			12/31/2021				
#333	2011 Caterpillar Loader w/Plow	Nuss Truck & Equipment	\$309,253.00	\$182,947.00	\$59,873.00	\$61,250.00	\$181,570.00
#317	2013 Towmaster TC14 Trailer	Ziegler	\$7,313.00	\$25,667.00			\$25,667.00
#600	1998 Gibson Cement Mixer (Mini-X)	Niebur Implement	\$15,059.00	\$57,490.00			\$57,490.00
#305	2012 MacLean MV5 w/Plow & Blower	ABM Equipment	\$207,142.00	\$137,411.00	\$38,158.00	\$25,000.00	\$150,569.00
#346	2012 MacLean MV5 w/Plow & Blower	ABM Equipment	\$175,847.00	\$137,411.00	\$30,227.00	\$25,000.00	\$142,638.00
New	Asphalt Roller - New Acquisition	Nuss Truck & Equipment	\$0.00	\$43,175.00		\$6,000.00	\$37,175.00
New	Towmaster T-16DT Trailer (x2)	Ziegler	\$0.00	\$14,025 ea.			\$28,050.00
Streets Totals			\$714,614.00	\$612,151.00	\$128,258.00	\$117,250.00	\$623,159.00
UTILITIES							
#404	2000 Sreco Easement Machine&Trailer	Flexible Pipe Tool Company	\$40,401.00	\$76,075.00		\$4,000.00	\$72,075.00
PARK MAINTENANCE							
#503	2011 Ford F150	Midway Ford	\$37,916.00	\$37,800.00	\$2,400.00	\$3,000.00	\$37,200.00
#535	2014 Toro 360 Groundsmaster mower	MTI Distributing	\$73,569.00	\$38,710.00	\$20,402.00	\$7,500.00	\$51,612.00
#544	2006 Custom Felling Trailer	Absolute Trailer Sales	\$19,732.00	\$18,000.00		\$500.00	\$17,500.00
New	Ford F450 w/Equipment - New Acq.	Midway Ford	\$0.00	\$44,300.00	\$29,000.00		\$73,300.00
New	Ferris Z mower - New Acquisition	L.T.G. Power Equipment	\$0.00	\$14,499.00			\$14,499.00
Parks Totals			\$131,217.00	\$153,309.00	\$51,802.00	\$11,000.00	\$194,111.00

**Request for Council Action****TITLE:** Alcohol Compliance Check Failure - Cub Wine & Spirits

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	November 8, 2021	None	X
Item Type:	Public Hearing	Amount included in current budget	
Contact:	Joshua Otis: 651-450-2528	Budget amendment requested	
Prepared by:	Joshua Otis Police Commander	FTE included in current complement	
Reviewed by:	Melissa Chiodo Chief of Police	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

The Council is asked to impose a civil penalty to liquor license holder Cub Wine & Spirits for violating City of Inver Grove Heights Ordinance Chapter 1 Alcoholic Beverages, 4-1-14 Conditions of License; Subsection D - Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished or delivered for any purpose to any person under the age of twenty-one (21) years old.

Staff's recommendation is to impose the minimum required penalty of \$750, however a hearing on this item has been noticed to preserve the Council's right to take more serious action if it so desires. A hearing is required prior to revocation or suspension of a liquor license by the council.

SUMMARY:

On July 15, 2021, the Inver Grove Heights Police Department conducted alcohol compliance checks of all thirty-two (32) liquor license holders. As a result of the compliance checks, a current liquor license holder sold, furnished or delivered an intoxicating liquor to a person under the age of twenty-one (21) years in violation of MN State Statute and Inver Grove Heights City Ordinance.

The liquor license holder was:

Cub Wine & Spirits
7804 Cahill Ave
Inver Grove Heights, MN 55076

The public hearing is scheduled for tonight, November 8, 2021, to discuss the violations. A police department representative served the license/business with the failure notification and notice of the hearing date. The City Clerk published the notice of a public hearing in the Pioneer Press on October 24, 2021.

Upon a finding by the City Council that a violation occurred, the City Council may impose penalties exceeding the minimum penalty as outlined in City of Inver Grove Heights Ordinance 4-1-19: Civil Penalties and Sanctions; Subd A and Subd B.

Subd A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

Subd B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity, and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination of whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

- First violation within the last five (5) years: Seven hundred fifty dollars (\$750.00) civil penalty.

According to our records, within the last five (5) years, this is **the first violation for:**

Cub Wine & Spirits
7804 Cahill Ave
Inver Grove Heights, MN 55076

RECOMMENDATION:

Staff recommends the Council imposes the presumptive penalty pursuant to City Code Section 4-1-19 Subd B.

For the first violation within the last five (5) years, the Seven hundred fifty dollars (\$750.00) civil penalty to:

Cub Wine & Spirits
7804 Cahill Ave
Inver Grove Heights, MN 55076

ATTACHMENTS:

1. City Code Sections 4-1-19 (Civil Penalties and Sanctions)
2. Police Department incident report for Cub Wine and Spirits
3. Cub Wine and Spirits Failure Notification and Public Hearing Notice
4. Affidavits of service
5. Resolution

4-1-19: CIVIL PENALTIES AND SANCTIONS:

A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

1. Sold alcoholic beverages to another retail licensee for the purpose of resale;
2. Purchased alcoholic beverages from another retail licensee for the purpose of resale;
3. Conducted or permitted the conduct of gambling on the licensed premises in violation of the law;
4. Failed to remove or dispose of alcoholic beverages when ordered by the chief of police to do so under Minnesota statutes section 340A.508, subdivision 3;
5. Failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages; or
6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity, and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

1. First violation within the last five (5) years: Seven hundred fifty dollar (\$750.00) civil penalty.
2. Second violation within the last five (5) years: One thousand-dollar (\$1,000.00) civil penalty and a one-day license suspension.
3. Third violation within the last five (5) years: Two thousand-dollar (\$2,000.00) civil penalty and a three (3) day license suspension.
4. More than three (3) violations in the last five (5) years: Two thousand-dollar (\$2,000.00) civil penalty and a suspension of more than three (3) days or the council shall revoke the license.

C. Hearing and Notice: The licensee shall be granted a hearing upon at least ten (10) days' notice before revocation or suspension is ordered by the council. For purposes of this subsection, "notice" shall mean written notice served upon the licensee personally or by leaving the same at the licensee's usual place of abode with some person of suitable age and discretion then residing therein or by leaving the same at the licensed premises with the person in charge thereof. The notice shall state the time and place of the hearing and shall state the nature of charges against the licensee. No suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing pursuant to Minnesota statutes sections 14.57 to 14.69 (the administrative procedures act). This subsection does not require the council to conduct the hearing before an employee of the office of administrative hearings. Imposition of a fine or suspension by either the council or the commissioner of public safety does not preclude the imposition of an additional fine or suspension by the other so long as the total fine or suspension does not exceed the maximum allowed by state statute. (Ord. 1276, 1-27-2014)



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 21002397
Title: Illegal Acohol Sale
Case Disposition: Adult Arrest

CASE #: 21002397

INCIDENT REPORT

INCIDENT INFORMATION

Charges/Citation:	340A.503.2(1) (90G)	Address:	7804 Cahill Avenue E Inver Grove Heights, MN 55076; Dakota US
Incident Type:	Other	Location Description:	Cub Wine and Spirits
Start Date:	2021-07-15 10:00	Parties Involved:	
End Date:	2021-07-15 10:10	Belair, Chelsea Lynn [REDACTED]	Suspect
Reported Date:	2021-07-15 10:05	Eberspacher, Thomas John [REDACTED]	
		Mentioned	

CASE INFORMATION

Photos:	Statements:	Body Cam:
Yes	Yes	Yes

Non NIBRS Reportable: Yes

OFFICER INFORMATION

Name	Agency	Badge	Role
Adam Wiederhoeft	Inver Grove Heights	3609	Primary
John Daniels	Inver Grove Heights	3605	Assisting

SYNOPSIS OF EVENTS

On 7/15/21 an alcohol compliance check was done in the 7800 block of Cahill Avenue. One adult female was charged with illegal alcohol sales.

NARRATIVE

On 07/15/21 at about 1005 hours I, Sergeant Wiederhoeft, was conducting alcohol compliance checks with a male, Braeden, who was 19 years old. Upon arriving at 7804 Cahill Avenue, Cub Wine and Spirits, I entered the liquor store. A short time later I observed Braeden enter the store and select alcohol (6 pack of Leinenkugals Summer Shandy beer) from the cooler section and present it to the clerk for purchase. I observed the interaction from about 10 feet away and could hear what was being said.

The clerk, later identified as Chelsea Lynn Belair [REDACTED] verbally asked for Braeden's date of birth and he said his real date of birth (02/02/2002). Belair then asked to see his identification. Braeden provided his actual enhanced drivers license. This license was unexpired, had a vertical layout (indicating that it is an under 21 license) and clearly stated under Braeden's photograph in a red banner "UNDER 21 UNTIL 02/02/2023".



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

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Belair gave the license back to Braeden, then asked to see it again. He again provided the same license. She gave it back to him and completed the sale. Braeden purchased the alcohol with a \$20 bill and walked to the car outside.

I met Braeden outside and confirmed what I observed. I took photographs of the receipt, change and alcohol which were later stored electronically. Lieutenant Daniels and I then re-entered the store with the alcohol, change and receipt and spoke with Belair. Our body worn camera's were activated for this interaction. Belair was informed that she sold alcohol to someone under 21 years of age and I requested to speak with a manager. I then spoke with Thomas John Eberspacher [REDACTED], a manager. He was informed of sale and I asked to use his office to interview Belair.

I read Belair the Miranda warning and she agreed to speak with me. She acknowledged making the sale. She acknowledged asking Braeden for his date of birth verbally but thought he said "1992" instead of "2002". She acknowledged viewing his identification but stated she has been having shoulder pain which affects her vision and she indicated that she read it wrong. This statement was recorded and later labeled and stored electronically.

I inquired with Eberspacher about any alcohol server/seller training and he indicated he would look into it and provide what he could find. Follow up to collect this paperwork will be done. Eberspacher completed a return of the money spend on the alcohol and the alcohol purchased was left with the store.

Belair should be charged with gross misdemeanor sale of alcohol to a person under 21 (340A.503.2(1)).

Nothing further at this time.

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Belair	First: Chelsea	Middle: Lynn	Date of Birth:	[REDACTED]					
Sex:	[REDACTED]	Race:	[REDACTED]	Height:	[REDACTED]	Weight:	[REDACTED]	Hair:	[REDACTED]
Is Juvenile?:	[REDACTED]	Ethnicity:	[REDACTED]	Build:	[REDACTED]	Complexion:	[REDACTED]		
Residence:	[REDACTED]								
Residence Type:	[REDACTED]								
Cell Phone:	[REDACTED]	Description:							
Cell Phone:	[REDACTED]	Description:							

CASE #: 21002397
INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 21002397
Title: Illegal Acohol Sale
Case Disposition: Adult Arrest

EMPLOYMENT INFORMATION

Name: [REDACTED] Type: [REDACTED]

Occupation: [REDACTED] Shift: [REDACTED]

Address: [REDACTED]

Address Type

[REDACTED]

Address Description: [REDACTED]

Work Phone: [REDACTED] Description: [REDACTED]

CHARGES/ORDINANCES

Type: Statute Charge: 340A.503.2(1) (90G)

Level: Gross Misdemeanor UOC: [REDACTED] Enh. Factor: [REDACTED]

Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

PERSON 2

Role(s): Mentioned

Last: Eberspacher First: Thomas Middle: John Date of Birth: [REDACTED]

Sex: [REDACTED] Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]

Is Juvenile?: [REDACTED] Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]

Residence: [REDACTED]

Residence Type: [REDACTED]

Work Phone: [REDACTED] Description: [REDACTED]

EMPLOYMENT INFORMATION

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Description: [REDACTED]

CASE #: 21002397

INCIDENT REPORT



SUPPLEMENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 21002397
Title: Illegal Acohol Sale
Case Disposition: Adult Arrest

CASE #: 21002397
SUPPLEMENT REPORT

INCIDENT INFORMATION

Charges/Citation:

Address: 7804 Cahill Avenue E
Inver Grove Heights, MN 55076;
Dakota US

Location Description: Cub Wine and Spirits

Incident Type: Other
Start Date: 2021-07-15 10:00
End Date: 2021-07-15 10:10
Reported Date: 2021-07-20 19:00

Parties Involved:

OFFICER INFORMATION

Name	Agency	Badge	Role
Adam Wiederhoeft	Inver Grove Heights	3609	Primary

NARRATIVE

On 07/19/21 I, Sergeant Wiederhoeft, responded to Cub Wine and Spirits and presented the assistant manager with a letter advising them of the compliance failure. He had no questions for me and advised me that he would leave it with the manager, Eberspacher. I also inquired about Belair's alcohol training. He advised that Eberspacher would get back to me about it.

On 07/20/21 I received an email from Eberspacher. That email acknowledged the receipt of the failure letter. It also stated that Belair would have signed a Cub restricted item sales policy form. This form acknowledges that the employee understands how to properly identify buyers of alcoholic beverages. Eberspacher indicated that Belair would have signed this form during orientation or at the store where she was initially hired and trained (Eagan in this case). Eberspacher indicated no one could locate a signed copy in her files.

Nothing further.



City of Inver Grove Heights
POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

September 14, 2021

Cub Wine & Spirits
7804 Cahill Ave
Inver Grove Heights, MN 55076

Dear Cub Wine & Spirits:

On July 15, 2021, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed** the alcohol sales compliance check. Your employee sold and/or furnished an alcoholic beverage to a person under 21 years of the age.

This is a violation of City of Inver Grove Heights Ordinance 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

This is your **NOTICE** regarding the City Council hearing from the City Clerk and Police Department about the violation of City of Inver Grove Heights Ordinance 4-1-14: Conditions of License; subsection D.

The hearing is scheduled to occur at the November 8, 2021, City Council meeting. The meeting starts at 6:00 P.M. and is held at the following location.

Inver Grove Heights City Hall Council Chambers
8150 Barbara Ave
Inver Grove Heights, MN 55077

Upon a finding by the City Council that a violation occurred, the City Council may impose penalties exceeding the minimum penalty as outlined in City of Inver Grove Heights Ordinance 4-1-19: Civil Penalties and Sanctions; Subsections A and Subsection B.

Subsection A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

Subsection B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of

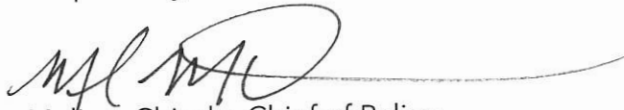
this section. Based upon the nature, type, severity, and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination of whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

1. First violation within the last five (5) years: Seven hundred fifty dollar (\$750.00) civil penalty.

According to our records, within the last five (5) years, this is **your first violation** which carries a minimum civil penalty of \$750.00.

If you have any questions regarding our alcohol compliance program please contact me, through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mel Chiodo', with a long horizontal line extending to the right.

Melissa Chiodo, Chief of Police

City of Inver Grove Heights

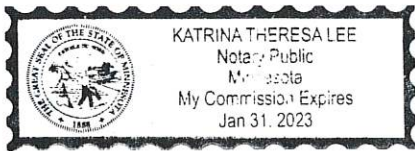
vs.

AFFIDAVIT OF SERVICE

SuperValu Inc., d/b/a Cub Wine & Spirits

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

Sergeant Adam Wiederhoeft, of the City of Inver Grove Heights, County of Dakota, in the State of Minnesota, being duly sworn, says that on or around the 17th day of September, 2021, he served the Notice of Hearing: Liquor License Violation and Attachments, on SuperValue Inc., d/b/a Cub Wine & Spirits, by leaving a copy of the Notice and Attachments with an employee, the person in charge thereof, at 7804 Cahill Avenue, Inver Grove Heights, MN, the licensed premises.



Adam Wiederhoeft

Subscribed and sworn to before
me this 3 day of November, 2021.

Katrina Lee
Notary Public

RESOLUTION NO. 21-

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
OFF-SALE LIQUOR LICENSE HOLDER
SUPERVALU INC. D/B/A CUB WINE & SPIRITS**

WHEREAS, Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the city council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment, upon a hearing duly noticed and the opportunity for the license holder to be heard;

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

FINDINGS

- 1.1 SuperValu Inc., d/b/a Cube Wine and Spirits (the “License Holder”) holds an off-sale intoxicating liquor license (the “License”) for the premises located at 7804 Cahill Avenue, Inver Grove Heights, MN (the “Licensed Premises”).
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on July 15, 2021 at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 Notice of a hearing regarding the alleged liquor license violation, including consideration of the imposition of sanctions for a liquor license violation was duly given to the License Holder of the License for the premises at 7804 Cahill Avenue, Inver Grove Heights, Minnesota on or around September 17, 2021, pursuant to Minnesota Statutes, by leaving a copy of the Notice of Hearing and Attachments addressed to Cub Wine and Spirits at the licensed premises with the person in charger thereof.
- 1.4 A hearing regarding the alleged liquor license violation was held on Monday, November 8, 2021, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.

- 1.5 At the hearing, all persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violation included in the Council Packet for the November 8, 2021 City Council meeting, the City Council concludes that the License Holder of the off-sale intoxicating liquor license for the License Premises located at 7804 Cahill Avenue, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Section 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on July 15, 2021, in violation of Minnesota Statutes § 340A.503 and City Code Section 4-1-19.
- 2.2 Such violation constitutes a violation of the License Holder's off-sale intoxicating liquor license.
- 2.3 Such violation is the License Holder's first license violation within the past five (5) years.

SANCTION

- 3.1 The following sanction is imposed for the violation:
- 3.1.1 A seven hundred fifty dollar (\$750.00) civil penalty is imposed. If this penalty not paid on or before November 22, 2021, the Off Sale Liquor License for SuperValu Inc. d/b/a Cub Wine and Spirits shall be suspended without notice to the licensee until the civil penalty is paid.

Adopted by the City Council of the City of Inver Grove Heights this 8th day of November, 2021.

Ayes:

Nays:

Tom Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

**Request for Council Action**

Alcohol Compliance Check Failure – Gold Palace Liquors

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	November 8, 2021	None	X
Item Type:	Public Hearing	Amount included in current budget	
Contact:	Joshua Otis: 651-450-2528	Budget amendment requested	
Prepared by:	Joshua Otis Police Commander	FTE included in current complement	
Reviewed by:	Melissa Chiodo Chief of Police	New FTE requested – N/A	
		Other	

PURPOSE/ACTION REQUESTED:

The Council is asked to impose a civil penalty on Gold Palace Liquors for violating City of Inver Grove Heights Ordinance Chapter 1 Alcoholic Beverages, 4-1-14 Conditions of License; Subsection D - Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished or delivered for any purpose to any person under the age of twenty-one (21) years old.

Staff's recommendation is to impose the minimum required penalty of \$750, however a hearing on this item has been noticed to preserve the Council's right to take more serious action if it so desires. A hearing is required prior to revocation or suspension of a liquor license by the council.

SUMMARY:

On July 15, 2021, the Inver Grove Heights Police Department conducted alcohol compliance checks of all thirty-two (32) liquor license holders. As a result of the compliance checks, a current liquor license holder sold, furnished or delivered an intoxicating liquor to a person under the age of twenty-one (21) years in violation of MN State Statute and Inver Grove Heights City Ordinance.

The liquor license holder was:

Gold Palace Liquors
1330 Mendota Rd
Inver Grove Heights, MN 55077

The public hearing is scheduled for tonight, November 8, 2021, to discuss the violations. A police department representative served the license/business with the failure notification and notice of the hearing date. The City Clerk published the notice of a public hearing in the Pioneer Press on October 24, 2021.

Upon a finding by the City Council that a violation occurred, the City Council may impose penalties exceeding the minimum penalty as outlined in City of Inver Grove Heights Ordinance 4-1-19: Civil Penalties and Sanctions; Subd A and Subd B.

Subd A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

Subd B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity, and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination of whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

- First violation within the last five (5) years: Seven hundred fifty dollars (\$750.00) civil penalty.

According to our records, within the last five (5) years, this is **the first violation for:**

Gold Palace Liquors
1330 Mendota Rd
Inver Grove Heights, MN 55077

RECOMMENDATION:

Staff recommends the Council imposes the presumptive penalty pursuant to City Code Section 4-1-19 Subd B.

For the first violation within the last five (5) years, the Seven hundred fifty dollars (\$750.00) civil penalty to:

Gold Palace Liquors
1330 Mendota Rd
Inver Grove Heights, MN 55077

ATTACHMENTS:

1. City Code Sections 4-1-19 (Civil Penalties and Sanctions)
2. Police Department incident report Gold Palace Liquors
3. Gold Palace Liquors Failure Notification and Public Hearing Notice
4. Affidavits of service
5. Resolution

4-1-19: CIVIL PENALTIES AND SANCTIONS:

A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

1. Sold alcoholic beverages to another retail licensee for the purpose of resale;
2. Purchased alcoholic beverages from another retail licensee for the purpose of resale;
3. Conducted or permitted the conduct of gambling on the licensed premises in violation of the law;
4. Failed to remove or dispose of alcoholic beverages when ordered by the chief of police to do so under Minnesota statutes section 340A.508, subdivision 3;
5. Failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages; or
6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity, and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

1. First violation within the last five (5) years: Seven hundred fifty dollar (\$750.00) civil penalty.
2. Second violation within the last five (5) years: One thousand-dollar (\$1,000.00) civil penalty and a one-day license suspension.
3. Third violation within the last five (5) years: Two thousand-dollar (\$2,000.00) civil penalty and a three (3) day license suspension.
4. More than three (3) violations in the last five (5) years: Two thousand-dollar (\$2,000.00) civil penalty and a suspension of more than three (3) days or the council shall revoke the license.

C. Hearing and Notice: The licensee shall be granted a hearing upon at least ten (10) days' notice before revocation or suspension is ordered by the council. For purposes of this subsection, "notice" shall mean written notice served upon the licensee personally or by leaving the same at the licensee's usual place of abode with some person of suitable age and discretion then residing therein or by leaving the same at the licensed premises with the person in charge thereof. The notice shall state the time and place of the hearing and shall state the nature of charges against the licensee. No suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing pursuant to Minnesota statutes sections 14.57 to 14.69 (the administrative procedures act). This subsection does not require the council to conduct the hearing before an employee of the office of administrative hearings. Imposition of a fine or suspension by either the council or the commissioner of public safety does not preclude the imposition of an additional fine or suspension by the other so long as the total fine or suspension does not exceed the maximum allowed by state statute. (Ord. 1276, 1-27-2014)



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 21002403
Title: Illegal Alcohol Sale
Case Disposition: Adult Arrest

CASE #: 21002403

INCIDENT REPORT

INCIDENT INFORMATION

Charges/Citation:	340A.503.2(1) (90G)	Address:	1330 Mendota Road Bldg Name/Num: Gold Palace Liquors
		Location Description:	Inver Grove Heights, MN 55077; Dakota US
Incident Type:	Other	Parties Involved:	
Start Date:	2021-07-15 12:27	Sullivan, Sarah Mary	[REDACTED] Suspect
End Date:	2021-07-15 12:44	Gold Palace Liquors	
Reported Date:	2021-07-15 12:27		

CASE INFORMATION

Photos:	Statements:	Body Cam:
Yes	Yes	Yes

Non NIBRS Reportable: Yes

OFFICER INFORMATION

Name	Agency	Badge	Role
John Daniels	Inver Grove Heights	3605	Primary

SYNOPSIS OF EVENTS

On 7/15/21 an alcohol compliance check was done in the 1300 block of Mendota Road. One adult female was charged with illegal alcohol sales.

NARRATIVE

On the above date, I, Lieutenant Daniels, and Sergeant Wiederhoeft, and underage buyers participated in Alcohol compliance checks at the establishments that currently have a liquor license within the city. While at Gold Palace liquors, I witnessed the listed party Sullivan sell a 24 ounce of Corona beer to the underage buyer (Braeden). While selling the can of beer Sullivan stated to the underage buyer that the city does alcohol compliance checks, "so I need to see your identification." Braeden provided his identification to Sullivan, and she inspected the identification and then proceeded to complete the sale. (Braeden's license is current with vertical layout, and clearly stated under Braeden's photograph in a red banner "UNDER 21 UNTIL 02/02/2023") After witnessing the sale, I followed Braeden outside; I then grabbed the receipt, purchased beer, went back to the store, wearing my body worn camera and spoke with Sullivan. While talking to her, I advised her that she just sold liquor to an underage person. She stated that she must not have looked at the identification correctly. I



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 21002403
Title: Illegal Alcohol Sale
Case Disposition: Adult Arrest

informed her that because she sold to an underage buyer and doing so is a criminal violation, I would have to read her Miranda warning; after reading Miranda, she advised that she did not wish to give a statement.

Photos were obtained of the Corona beer and the receipt. I returned it and got a refund.

The buyer statement was completed by underage buyer Braeden, and Sullivan advised that she had completed her liquor server's training. Message was left with the owner to give me a call.

All evidence and Body warn was labeled and stored electronically.

Sullivan should be charged with Gross Misdemeanor sale of alcohol to a person under 21 (340A.503.2(1)).

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Sullivan First: Sarah Middle: Mary Date of Birth: [REDACTED]

Sex: [REDACTED] Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]

Eyes: [REDACTED] Is Juvenile?: [REDACTED] Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]

Residence: [REDACTED]

Residence Type: [REDACTED]

Cell Phone: [REDACTED] Description: [REDACTED]

EMPLOYMENT INFORMATION

Name: [REDACTED] Type: [REDACTED]

Occupation: [REDACTED] Shift: [REDACTED]

Address: [REDACTED]

Address Type: [REDACTED]

Work Phone: [REDACTED] Description: [REDACTED]

CHARGES/ORDINANCES

Type: Statute Charge: 340A.503.2(1) (90G)

Level: Gross Misdemeanor UOC: [REDACTED] Enh. Factor: [REDACTED]

CASE #: 21002403
INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 21002403
Title: Illegal Alcohol Sale
Case Disposition: Adult Arrest

Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

BUSINESS 1

Role(s): Mentioned	Business Name: Gold Palace Liquors
Location: 1330 Mendota Road Bldg Name/Num: Gold Palace Liquors ; Inver Grove Heights, MN 55077; Dakota US	
Work Phone: (651)457-6019	Description:

CASE #: 21002403

INCIDENT REPORT



SUPPLEMENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 21002403
Title: Illegal Alcohol Sale
Case Disposition: Adult Arrest

CASE #: 21002403

SUPPLEMENT REPORT

INCIDENT INFORMATION

Charges/Citation:

Address:

Incident Type: Other
Start Date:
End Date:
Reported Date:

Location Description:

Parties Involved:

Vogt, John William [REDACTED] Mentioned | Owner

OFFICER INFORMATION

Name	Agency	Badge	Role
John Daniels	Inver Grove Heights	3605	Primary

NARRATIVE

I met with the Gold Palace Liquor owner, Mr. Vogt, and verified that he was advised of the violation; I also provided him with the violation notice letter. No further action is needed.

PARTIES INVOLVED

PERSON 1

Role(s): Mentioned, Owner

Last: Vogt	First: John	Middle: William	Date of Birth: [REDACTED]
[REDACTED]	Race: [REDACTED]	Height: [REDACTED]	Weight: [REDACTED]
[REDACTED]	Hair: [REDACTED]	Eyes: [REDACTED]	Is Juvenile?: [REDACTED]
Ethnicity: [REDACTED]	Build: [REDACTED]	Complexion:	

Residence: [REDACTED]

Residence Type: [REDACTED]

Cell Phone: [REDACTED] Description:



City of Inver Grove Heights
POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

September 14, 2021

Gold Palace Liquors
1330 Mendota Rd
Inver Grove Heights, MN 55077

Dear Gold Palace Liquors:

On July 15, 2021, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed** the alcohol sales compliance check. Your employee sold and/or furnished an alcoholic beverage to a person under 21 years of the age.

This is a violation of City of Inver Grove Heights Ordinance 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

This is your **NOTICE** regarding the City Council hearing from the City Clerk and Police Department about the violation of City of Inver Grove Heights Ordinance 4-1-14: Conditions of License; subsection D.

The hearing is scheduled to occur at the November 8, 2021, City Council meeting. The meeting starts at 6:00 P.M. and is held at the following location.

Inver Grove Heights City Hall Council Chambers
8150 Barbara Ave
Inver Grove Heights, MN 55077

Upon a finding by the City Council that a violation occurred, the City Council may impose penalties exceeding the minimum penalty as outlined in City of Inver Grove Heights Ordinance 4-1-19: Civil Penalties and Sanctions; Subsections A and Subsection B.

Subsection A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

Subsection B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of

this section. Based upon the nature, type, severity, and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination of whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

1. First violation within the last five (5) years: Seven hundred fifty dollar (\$750.00) civil penalty.

According to our records, within the last five (5) years, this is **your first violation** which carries a minimum civil penalty of \$750.00.

If you have any questions regarding our alcohol compliance program please contact me, through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,

A handwritten signature in black ink, appearing to read 'M Chiodo', with a long, sweeping horizontal line extending to the right.

Melissa Chiodo, Chief of Police

City of Inver Grove Heights

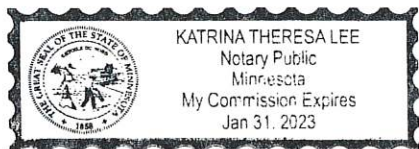
vs.

AFFIDAVIT OF SERVICE

J & J Vogt, Inc. d/b/a Gold Palace Liquor

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

Sergeant Adam Wiederhoeft, of the City of Inver Grove Heights, County of Dakota, in the State of Minnesota, being duly sworn, says that on or around the 17th day of September, 2021, he served the Notice of Hearing: Liquor License Violation and Attachments, on J & J Vogt, Inc., d/b/a Gold Palace Liquor, by leaving a copy of the Notice and Attachments with an employee, the person in charge thereof, at 1330 Mendota Road, Inver Grove Heights, MN, the licensed premises.



Adam Wiederhoeft

Subscribed and sworn to before
me this 3 day of November, 2021.

Katrina Lee
Notary Public

RESOLUTION NO. 21-

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
OFF-SALE LIQUOR LICENSE HOLDER
J & J VOGT, INC. D/B/A GOLD PALACE LIQUOR**

WHEREAS, Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the city council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment, upon a hearing duly noticed and the opportunity for the license holder to be heard;

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

FINDINGS

- 1.1 J & J Vogt, Inc. d/b/a Gold Palace Liquor (the “License Holder”) holds an off-sale intoxicating liquor license (the “License”) for the premises located at 1330 Mendota Road, Inver Grove Heights, MN (the “Licensed Premises”).
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on July 15, 2021 at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 Notice of a hearing regarding the alleged liquor license violation, including consideration of the imposition of sanctions for a liquor license violation was duly given to the License Holder of the License for the premises at 1330 Mendota Road, Inver Grove Heights, Minnesota on or around September 17, 2021, pursuant to Minnesota Statutes, by leaving a copy of the Notice of Hearing and Attachments addressed to Gold Palace Liquors at the licensed premises with the person in charge thereof.
- 1.4 A hearing regarding the alleged liquor license violation was held on Monday, November 8, 2021, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.

- 1.5 At the hearing, all persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violation included in the Council Packet for the November 8, 2021 City Council meeting, the City Council concludes that the License Holder of the off-sale intoxicating liquor license for the License Premises located at 1330 Mendota Road, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Section 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on July 15, 2021, in violation of Minnesota Statutes § 340A.503 and City Code Section 4-1-19.
- 2.2 Such violation constitutes a violation of the License Holder's off-sale intoxicating liquor license.
- 2.3 Such violation is the License Holder's first license violation within the past five (5) years.

SANCTION

- 3.1 The following sanction is imposed for the violation:
- 3.1.1 A seven hundred fifty dollar (\$750.00) civil penalty is imposed. If this penalty not paid on or before November 22, 2021, the Off Sale Liquor License for J & J Vogt, Inc. d/b/a Gold Palace Liquor shall be suspended without notice to the licensee until the civil penalty is paid.

Adopted by the City Council of the City of Inver Grove Heights this 8th day of November, 2021.

Ayes:

Nays:

Tom Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

**Request for Council Action****Public Hearing and Second Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2 and 3-4-3 and 10-3-8, Adjusting Utility Connection Fees for 2022**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	November 8, 2021	None	X
Item Type:	Regular	Amount included in current budget	
Contact:	Amy Hove, 651-450-2521	Budget amendment requested	
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Kris Wilson, City Administrator Heather Rand Community Development Director Allan Hunting, City Planner Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other	

ACTION REQUESTED:

- Conduct a Public Hearing on the proposed Ordinance to amend fees and charges associated with development activities as they pertain to utility connections.
- Conduct a Second Reading of the proposed Ordinance to amend fees and charges associated with development activities as they pertain to utility connections.

SUMMARY:

Minnesota Statutes 462.353 directs that all changes to fees associated with municipal planning activities are required to be heard at a public hearing. The city conducted a first reading of a proposal to amend the utility connection fees charged to developers on October 11, 2021. At that meeting, concerns were raised regarding the practice of applying higher percentage increases to the fees on properties inside the northwest area of the city (NWA) vs. those properties outside of the NWA as well as a few other inconsistencies found within the current city ordinance.

Since that meeting, staff conducted additional research into the fee structure. Working with Ehlers, the city's financial advisor, staff developed some possible alternatives which were presented at the November 1 work session.

The City Administrator, Finance Director and interim Public Works Director are all in agreement that a comprehensive rate study - encompassing both utility connection fees and utility rates, inside and outside the NWA - is needed. This type of study will be a significant undertaking and could likely take much of 2022 to accomplish. In the meantime, rates for 2022 need to be set by year-end.

Staff would like to submit the following options for Council's consideration at this time:

- Option #1 - amend connection fees as originally proposed on October 11, 2021.
 - Water - 3.5%
 - Water NWA - 4%
 - Sewer - 3.5%
 - Sewer NWA - 5%
 - Storm Water - 5%
- Option #2 - amend connection fees by applying uniform percentage increases to the rate structure regardless of property location; water and sewer percentage increases are recommended at 2% and 5% respectively based on the recent financial analysis presented by Ehlers to Council on October 19, 2021.
 - Water - 2%
 - Sewer - 5%
 - Storm Water - 5%
- Option #3 - same as Option #2 but then take further steps to align some of the fees inside and outside the NWA that currently diverge by nominal amounts.
 - Water - 2%
 - Sewer - 5%
 - Storm Water - 5%
 - Core Connection Fees - align these water & sewer fees so that charges inside the NWA and outside the NWA are the same. Staff used the lower of the two fees (inside vs. outside NWA) to establish their recommendation for 2022.

There are three ordinance drafts attached to the meeting materials that reflect the three options outlined above as well as a table that provides a comparison of the fees under each option. All fees have been rounded to the nearest tenth for ease in calculations.

City code requires three readings for ordinances amending the City Code. The first reading was held October 11, 2021. Tonight's meeting covers the second reading and public hearing requirement. The third reading has been scheduled for December 13, 2021.

A copy of the first reading has been made available on the website, posted to social media, and provided to the River Heights Chamber of Commerce. Any changes incorporated during the second reading will be posted via those same outlets.

Fee Type	2021 Fee	Option #1 2022 Fee	Option #2 2022 Fee	Option #3 2022 Fee
Water Plat Connection Fee	1,450	1,500	1,480	1,480
Water Plat Connection Fee (NWA) R1 & R2	1,340	1,390	1,370	1,370
Water Plat Connection Fee (NWA) R3A	1,340	1,390	1,370	1,370
Water Plat Connection Fee (NWA) R3B	1,340	1,390	1,370	1,370
Water Plat Connection Fee (NWA) R3C	1,340	1,390	1,370	1,370
Water Plat Connection Fee (NWA) B1 & Office	1,340	1,390	1,370	1,370
Water Plat Connection Fee (NWA) B2, B3 & B4	1,340	1,390	1,370	1,370
Water Plat Connection Fee (NWA) I1 & I2	1,340	1,390	1,370	1,370
Water Plat Connection Fee (NWA) P-Institutional	1,340	1,390	1,370	1,370
Water Plat Connection Fee (NWA) Mixed Use				
Water Building Permit Connection Unit Fee	960	990	980	980
Water Building Permit Connection Unit Fee (NWA)	3,710	3,860	3,780	3,780
Water Treatment Plant Fee	850	880	870	870
Water Treatment Plant Fee (NWA)	790	820	810	810
Water Core Connection Fee 1 inch	2,010	2,080	2,050	2,000
Water Core Connection Fee (NWA) 1 inch	1,960	2,040	2,000	2,000
Water Core Connection Fee 1 1/2 inch	4,500	4,660	4,590	4,490
Water Core Connection Fee (NWA) 1 1/2 inch	4,400	4,580	4,490	4,490
Water Core Connection Fee 2 inch	7,980	8,260	8,140	7,980
Water Core Connection Fee (NWA) 2 inch	7,820	8,130	7,980	7,980
Water Core Connection Fee 3 inch	18,920	19,580	19,300	17,930
Water Core Connection Fee (NWA) 3 inch	17,580	18,280	17,930	17,930
Water Core Connection Fee 4 inch	31,930	33,050	32,570	31,910
Water Core Connection Fee (NWA) 4 inch	31,280	32,530	31,910	31,910
Water Core Connection Fee 6 inch or larger	74,850	77,470	76,350	74,790
Water Core Connection Fee (NWA) 6 inch or larger	73,320	76,250	74,790	74,790
Sanitary Sewer Plat Connection Fee	1,450	1,500	1,520	1,520
Sanitary Sewer Plat Connection Fee (NWA) R1 & R2	2,340	2,460	2,460	2,460
Sanitary Sewer Plat Connection Fee (NWA) R3A	2,340	2,460	2,460	2,460
Sanitary Sewer Plat Connection Fee (NWA) R3B	2,340	2,460	2,460	2,460
Sanitary Sewer Plat Connection Fee (NWA) R3C	2,340	2,460	2,460	2,460
Sanitary Sewer Plat Connection Fee (NWA) B1 & Office	2,340	2,460	2,460	2,460
Sanitary Sewer Plat Connection Fee (NWA) B2, B3 & B4	2,340	2,460	2,460	2,460
Sanitary Sewer Plat Connection Fee (NWA) I1 & I2	2,340	2,460	2,460	2,460
Sanitary Sewer Plat Connection Fee (NWA) P-Institutional	2,340	2,460	2,460	2,460
Sanitary Sewer Plat Connection Fee (NWA) Mixed Use				
Sanitary Sewer Building Permit Connection Unit Fee	530	550	560	560
Sanitary Sewer Building Permit Connection Unit Fee (NWA)	6,430	6,750	6,750	6,750
M.C.E.S. SAC Unit Fee	2,485	2,485	2,485	2,485
M.C.E.S. SAC Unit Fee (NWA)	2,485	2,485	2,485	2,485

Fee Type	2021 Fee	Option #1 2022 Fee	Option #2 2022 Fee	Option #3 2022 Fee
Sewer Core Connection Fee 4 inch	640	660	670	670
Sewer Core Connection Fee (NWA) 4 inch	640	670	670	670
Sewer Core Connection Fee 6 inch	1,090	1,130	1,140	1,120
Sewer Core Connection Fee (NWA) 6 inch	1,070	1,120	1,120	1,120
Sewer Core Connection Fee 8 inch	1,930	2,000	2,030	2,020
Sewer Core Connection Fee (NWA) 8 inch	1,920	2,020	2,020	2,020
Sewer Core Connection Fee 10 inch	3,000	3,110	3,150	3,150
Sewer Core Connection Fee (NWA) 10 inch	3,010	3,160	3,160	3,150
Sewer Core Connection Fee 12 inch	4,350	4,500	4,570	4,540
Sewer Core Connection Fee (NWA) 12 inch	4,320	4,540	4,540	4,540
Storm Water Plat Connection Fee (NWA) R1, R2 & R3A	15,290	16,050	16,050	16,050
Storm Water Plat Connection Fee (NWA) R3B & R3C	15,290	16,050	16,050	16,050
Storm Water Plat Connection Fee (NWA) B1 & Office	17,570	18,450	18,450	18,450
Storm Water Plat Connection Fee (NWA) B2, B3 & B4	17,090	17,940	17,940	17,940
Storm Water Plat Connection Fee (NWA) I1, I2 & I-Office	16,610	17,440	17,440	17,440
Storm Water Plat Connection Fee (NWA) P-Institutional	15,660	16,440	16,440	16,440
Storm Water Plat Connection Fee (NWA) Mixed Use-Res	15,660	16,440	16,440	16,440
Storm Water Plat Connection Fee (NWA) Mixed Use-Comm	16,610	17,440	17,440	17,440
B-Line Special Connection Charge	1,350	1,400	1,420	1,420
Water Trunk Line Area Benefit	5,030	5,210	5,130	5,130
Sanitary Sewer Trunk Line Area Benefit	5,030	5,210	5,280	5,280

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

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

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended as follows. The revised language is shown underlined and the deleted language is shown ~~struckthrough~~.

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The City has installed water, sewer, and storm sewer improvements in the Northwest Area without assessing the costs against benefitting properties. The City intends to recover its costs through the collection of utility system connection fees.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does

not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	\$1,450 \$1,500 multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	\$960 \$990 per SAC Unit
Water Treatment Plant Fee	\$850 \$880 per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	\$2,010 \$2,080
1 ½ inch	\$4,500 \$4,660
2 inch	\$7,980 \$8,260
3 inch	\$18,920 \$19,580
4 inch	\$31,930 \$33,050
6 inch (or larger)	\$74,850 \$77,470

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	\$1,450 \$1,500 multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	\$530 \$550 per SAC Unit
B-Line Special Connection Charge	\$1,350 \$1,400 per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$640 \$660
6 inch	\$1,090 \$1,130
8 inch	\$1,930 \$2,000
10 inch	\$3,000 \$3,110
12 inch	\$4,350 \$4,500

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$1,340 \$1,390 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,340 \$1,390 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,340 \$1,390 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,340 \$1,390 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building

	area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,340 \$1,390
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$1,340 \$1,390
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$1,340 \$1,390
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,340 \$1,390

In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.
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Fees Payable At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee (Northwest Area)	\$3,740 \$3,860 per SAC Unit
Water Treatment Plant Fee (Northwest Area)	\$790 \$820 per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	\$1,960 \$2,040
1 ½ inch	\$4,400 \$4,580
2 inch	\$7,820 \$8,130
3 inch	\$17,580 \$18,280
4 inch	\$31,280 \$32,530
6 inch (or larger)	\$73,320 \$76,250

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area.

The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$2,340 \$2,460 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$2,340 \$2,460 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$2,340 \$2,460 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$2,340 \$2,460 multiplied by a density factor of 12.0 multiplied by the Net Developable Area

In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,340 \$2,460 .
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$2,340 \$2,460 .
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$2,340 \$2,460 .
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District).

	The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,340 \$2,460 .
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	\$6,430 \$6,750 per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$640 \$670
6 inch	\$1,070 \$1,120
8 inch	\$1,920 \$2,020
10 inch	\$3,010 \$3,160
12 inch	\$4,320 \$4,540

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	\$15,290 \$16,050 per acre multiplied by the Net Developable Area

In the R-3B and R-3C Zoning Districts	\$15,290 \$16,050 per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	\$17,570 \$18,450 per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	\$17,090 \$17,940 per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	\$16,610 \$17,440 per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	\$15,660 \$16,440 per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	\$15,660 \$16,440 per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	\$16,610 \$17,440 per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended as follows. The revised language is shown underlined and the deleted language is shown ~~struckthrough~~.

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~\$5,030~~ **\$5,210** per acre for water trunk line area benefit

~~\$5,030~~ **\$5,210** per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 3. Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

- B. Fee Amounts and Escrow Deposit:** The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	\$250		
Conditional Use Permit, Impervious surface single family residential	\$250		\$1,500
Conditional Use Permit, other	\$500		\$5,000
Conditional Use Permit, other – amendment	\$150		\$1,000
Comprehensive Plan Amendment	\$500	\$50	\$2,500
Comprehensive Plan Amendment - minor	\$200		\$250
Zoning Code Amendment	\$500		\$500
Zoning Code Amendment – minor	\$100		\$250
Rezoning	\$500	\$50	\$500
Variance - Residential	\$200		
Variance - Commercial	\$200		
Planned Unit Development Preliminary	\$1,000 + plat fees		\$5,000
Final	\$500		\$3,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$5,000
Preliminary Plat	\$500/+ \$5 per lot		\$5,000
Final Plat – single family	\$500	\$25/lot	\$5,000
Final Plat - other	\$200	\$100/acre	\$5,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	\$500
Street Dedication	\$150	\$50	
Wetland Conservation Act Certification	\$75		
Wetland Replacement Plan	\$200	\$100/acre	\$2,500
Northwest Area Sketch Plan Review			\$1,000
Northwest Area Environmental Studies Fee	\$80/gross acre		
Abstract Fee	\$46		
Interim Use Permit	\$500		\$1,250
Non Conforming Use Certificate	\$500		\$1,250

(Ord. 1180, 12-10-2007)

Section 4. Effective Date. This Ordinance shall be in full force and effect on January 1, 2022, and after its passage and publication according to law.

Passed this 13th day of December 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

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

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended as follows. The revised language is shown underlined and the deleted language is shown ~~struckthrough~~.

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The City has installed water, sewer, and storm sewer improvements in the Northwest Area without assessing the costs against benefitting properties. The City intends to recover its costs through the collection of utility system connection fees.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does

not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	\$1,450 \$1,480 multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	\$960 \$980 per SAC Unit
Water Treatment Plant Fee	\$850 \$870 per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	\$2,010 \$2,050
1 ½ inch	\$4,500 \$4,590
2 inch	\$7,980 \$8,140
3 inch	\$18,920 \$19,300
4 inch	\$31,930 \$32,570
6 inch (or larger)	\$74,850 \$76,350

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	\$1,450 \$1,520 multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	\$530 \$560 per SAC Unit
B-Line Special Connection Charge	\$1,350 \$1,420 per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$640 \$670
6 inch	\$1,090 \$1,140
8 inch	\$1,930 \$2,030
10 inch	\$3,000 \$3,150
12 inch	\$4,350 \$4,570

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$1,340 \$1,370 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,340 \$1,370 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,340 \$1,370 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,340 \$1,370 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building

	area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,340 \$1,370
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$1,340 \$1,370
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$1,340 \$1,370
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,340 \$1,370

In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.
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Fees Payable At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee (Northwest Area)	\$3,740 \$3,780 per SAC Unit
Water Treatment Plant Fee (Northwest Area)	\$790 \$810 per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	\$1,960 \$2,000
1 ½ inch	\$4,400 \$4,490
2 inch	\$7,820 \$7,980
3 inch	\$17,580 \$17,930
4 inch	\$31,280 \$31,910
6 inch (or larger)	\$73,320 \$74,790

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area.

The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$2,340 \$2,460 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$2,340 \$2,460 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$2,340 \$2,460 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$2,340 \$2,460 multiplied by a density factor of 12.0 multiplied by the Net Developable Area

In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,340 \$2,460 .
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$2,340 \$2,460 .
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$2,340 \$2,460 .
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District).

	The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,340 \$2,460 .
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	\$6,430 \$6,750 per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$640 \$670
6 inch	\$1,070 \$1,120
8 inch	\$1,920 \$2,020
10 inch	\$3,010 \$3,160
12 inch	\$4,320 \$4,540

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	\$15,290 \$16,050 per acre multiplied by the Net Developable Area

In the R-3B and R-3C Zoning Districts	\$15,290 \$16,050 per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	\$17,570 \$18,450 per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	\$17,090 \$17,940 per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	\$16,610 \$17,440 per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	\$15,660 \$16,440 per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	\$15,660 \$16,440 per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	\$16,610 \$17,440 per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended as follows. The revised language is shown underlined and the deleted language is shown ~~struckthrough~~.

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~\$5,030~~ **\$5,130** per acre for water trunk line area benefit

~~\$5,030~~ **\$5,280** per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 3. Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

- B. Fee Amounts and Escrow Deposit:** The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	\$250		
Conditional Use Permit, Impervious surface single family residential	\$250		\$1,500
Conditional Use Permit, other	\$500		\$5,000
Conditional Use Permit, other – amendment	\$150		\$1,000
Comprehensive Plan Amendment	\$500	\$50	\$2,500
Comprehensive Plan Amendment - minor	\$200		\$250
Zoning Code Amendment	\$500		\$500
Zoning Code Amendment – minor	\$100		\$250
Rezoning	\$500	\$50	\$500
Variance - Residential	\$200		
Variance - Commercial	\$200		
Planned Unit Development Preliminary	\$1,000 + plat fees		\$5,000
Final	\$500		\$3,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$5,000
Preliminary Plat	\$500/+ \$5 per lot		\$5,000
Final Plat – single family	\$500	\$25/lot	\$5,000
Final Plat - other	\$200	\$100/acre	\$5,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	\$500
Street Dedication	\$150	\$50	
Wetland Conservation Act Certification	\$75		
Wetland Replacement Plan	\$200	\$100/acre	\$2,500
Northwest Area Sketch Plan Review			\$1,000
Northwest Area Environmental Studies Fee	\$80/gross acre		
Abstract Fee	\$46		
Interim Use Permit	\$500		\$1,250
Non Conforming Use Certificate	\$500		\$1,250

(Ord. 1180, 12-10-2007)

Section 4. Effective Date. This Ordinance shall be in full force and effect on January 1, 2022, and after its passage and publication according to law.

Passed this 13th day of December 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

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

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended as follows. The revised language is shown underlined and the deleted language is shown ~~struckthrough~~.

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The City has installed water, sewer, and storm sewer improvements in the Northwest Area without assessing the costs against benefitting properties. The City intends to recover its costs through the collection of utility system connection fees.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does

Apply uniform percentages & align core connection fees

not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	\$1,450 \$1,480 multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	\$960 \$980 per SAC Unit
Water Treatment Plant Fee	\$850 \$870 per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	\$2,010 \$2,000
1 ½ inch	\$4,500 \$4,490
2 inch	\$7,980 \$7,980
3 inch	\$18,920 \$17,930
4 inch	\$31,930 \$31,910
6 inch (or larger)	\$74,850 \$74,790

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	\$1,450 \$1,520 multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	\$530 \$560 per SAC Unit
B-Line Special Connection Charge	\$1,350 \$1,420 per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$640 \$670
6 inch	\$1,090 \$1,120
8 inch	\$1,930 \$2,020
10 inch	\$3,000 \$3,150
12 inch	\$4,350 \$4,540

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$1,340 \$1,370 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,340 \$1,370 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,340 \$1,370 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,340 \$1,370 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building

Apply uniform percentages & align core connection fees

	area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,340 \$1,370
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$1,340 \$1,370
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$1,340 \$1,370
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,340 \$1,370

Apply uniform percentages & align core connection fees

In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.
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Fees Payable At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee (Northwest Area)	\$3,740 \$3,780 per SAC Unit
Water Treatment Plant Fee (Northwest Area)	\$790 \$810 per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	\$1,960 \$2,000
1 ½ inch	\$4,400 \$4,490
2 inch	\$7,820 \$7,980
3 inch	\$17,580 \$17,930
4 inch	\$31,280 \$31,910
6 inch (or larger)	\$73,320 \$74,790

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area.

The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$2,340 \$2,460 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$2,340 \$2,460 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$2,340 \$2,460 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$2,340 \$2,460 multiplied by a density factor of 12.0 multiplied by the Net Developable Area

In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,340 \$2,460 .
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$2,340 \$2,460 .
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$2,340 \$2,460 .
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District).

Apply uniform percentages & align core connection fees

	The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,340 \$2,460 .
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	\$6,430 \$6,750 per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$640 \$670
6 inch	\$1,070 \$1,120
8 inch	\$1,920 \$2,020
10 inch	\$3,010 \$3,150
12 inch	\$4,320 \$4,540

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	\$15,290 \$16,050 per acre multiplied by the Net Developable Area

Apply uniform percentages & align core connection fees

In the R-3B and R-3C Zoning Districts	\$15,290 \$16,050 per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	\$17,570 \$18,450 per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	\$17,090 \$17,940 per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	\$16,610 \$17,440 per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	\$15,660 \$16,440 per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	\$15,660 \$16,440 per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	\$16,610 \$17,440 per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended as follows. The revised language is shown underlined and the deleted language is shown ~~struckthrough~~.

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~\$5,030~~ **\$5,130** per acre for water trunk line area benefit

~~\$5,030~~ **\$5,280** per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 3. Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

- B. Fee Amounts and Escrow Deposit: The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	\$250		
Conditional Use Permit, Impervious surface single family residential	\$250		\$1,500
Conditional Use Permit, other	\$500		\$5,000
Conditional Use Permit, other – amendment	\$150		\$1,000
Comprehensive Plan Amendment	\$500	\$50	\$2,500
Comprehensive Plan Amendment - minor	\$200		\$250
Zoning Code Amendment	\$500		\$500
Zoning Code Amendment – minor	\$100		\$250
Rezoning	\$500	\$50	\$500
Variance - Residential	\$200		
Variance - Commercial	\$200		
Planned Unit Development Preliminary	\$1,000 + plat fees		\$5,000
Final	\$500		\$3,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$5,000
Preliminary Plat	\$500/+ \$5 per lot		\$5,000
Final Plat – single family	\$500	\$25/lot	\$5,000
Final Plat - other	\$200	\$100/acre	\$5,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	\$500
Street Dedication	\$150	\$50	
Wetland Conservation Act Certification	\$75		
Wetland Replacement Plan	\$200	\$100/acre	\$2,500
Northwest Area Sketch Plan Review			\$1,000
Northwest Area Environmental Studies Fee	\$80/gross acre		
Abstract Fee	\$46		
Interim Use Permit	\$500		\$1,250
Non Conforming Use Certificate	\$500		\$1,250

(Ord. 1180, 12-10-2007)

Section 4. Effective Date. This Ordinance shall be in full force and effect on January 1, 2022, and after its passage and publication according to law.

Passed this 13th day of December 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

Consider Resolution to adopt the 2022 Fee Schedule

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	November 8, 2021	None	X
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	651-450-2513	Budget amendment requested	
Prepared by:	Rebecca Kiernan, City Clerk	FTE included in current complement	
Reviewed by:	Kris Wilson, City Administrator	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

Consider approval of the attached resolution and fee schedule, setting forth license, permit fees, and administrative service fees for the 2022 Fee Schedule.

SUMMARY

Staff annually submits recommendations to City Council on various license fees, administrative services, and permit fees. The recommendations are based on an internal review of actual costs and a comparative analysis of what other metro area cities are charging for similar products and services.

Minor increases to some fees have been made to accommodate normal increase to expenses for providing services.

A side-by-side comparison of 2021 fees, Exhibit A, is attached with charges that increased highlighted in yellow and charges decreased in orange. The proposed 2022 Fee Schedule, Exhibit B, is attached in its entirety.

RECOMMENATION

Staff recommends approval of the attached resolution and the proposed 2022 fee schedule.

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

RESOLUTION NO. _____

**RESOLUTION ESTABLISHING 2021 LICENSE, PERMIT AND
ADMINISTRATIVE FEE SCHEDULE**

WHEREAS, The Inver Grove Heights City Council recognizes the need to review the fees charged by the City for licenses, administrative services and permits on an annual basis, and

WHEREAS, any changes to these fees shall be set by resolution by the City Council of the City of Inver Grove Heights City Code;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, approves the attached 2020 Fee Schedule. Said schedule shall be effective January 1, 2021.

Adopted by the City Council of Inver Grove Heights this 8th day of November 2021.

Ayes:_____

Nays:_____

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Exhibit A

City of Inver Grove Heights

2022 Fee Schedule with Side-By-Side 2021 Comparison

Format of the Fee Schedule - each department has a header with a description below that header.
An example of what those headers look like is below this statement.

Type of License/Fee or Item Description	City Department		2022 Fee	Expiration (if applicable)	2021 Fee
	Code Section (if applicable)	Expiration (if applicable)			

The following pages show the proposed 2022 Fee Schedule by City Department, with a side-by-side comparison to 2021; the 2021 fees are indicated in the columns on the right hand of the page

See 2021 Fees in these
two columns

Increase Changes Made to fees in 2022 are highlighted in yellow like this row

Decrease changes made to fess in 2022 are highlighted in orange like this row



Administration						
Type of License/Fee or Item Description	Code Section (if applicable)	Expiration (if applicable)	2022 Fee	Expiration (if applicable)	2021 Fee	
The following pages show the proposed 2021 Fee Schedule by			See 2020 Fees in these			
General Fees for Services						
Copies 8x11.5 or less (per page) - Black & White = \$0.15/pg; Color = \$0.30/pg.				Varies	Varies	
Copies 11x17 (per page) - Black & White = \$0.25/pg; Color = \$0.50/pg.				Varies	Varies	
Large Format Copies (per page)				\$5.00	\$5.00	
City Code Book				\$200	\$200	
City Council Minutes - Per page cost equivalent to cost of copies (see above)				Varies	Varies	
City Council Agendas - Per page cost equivalent to cost of copies (see above)				Varies	Varies	
Notary Fee				\$5/occurrence	\$5/occurrence	
Service Station License						
Service Station - 1st Pump = \$60 plus \$8 for each add'l pump	4-5B-4	12/31		Varies	12/31	Varies
For Service Stations that sell 3.2 Liquor, add all fees for 3.2 Liquor, as a separate license						
Motor Vehicle Sales License (Background Investigation Is Conducted by the Police Department)						
Motor Vehicle Sales - Class A	4-5A-5	12/31	\$	300	12/31	\$ 300
Motor Vehicle Sales - Class B	4-5A-5	12/31	\$	100	12/31	\$ 100
Miscellaneous Licenses						
Vehicle Junkyard - Pay annual permit fee on January 10	4-5C-4	1/10	\$	1,000	1/10	\$ 1,000
Bowling Alley	4-3-5	12/31	\$	50	12/31	\$ 50
Trash Hauling Licenses						
Garbage Collection - Depends on how many services offered.	8-6-2	12/31		\$200/\$250	12/31	\$200/\$250
Gambling Premises Permit (Background Investigation Is Conducted by the Police Department)						
Gambling Premises Permit	4-7-8			N/A		N/A
Kennels Licenses						
Commercial Kennels - All Licenses are for two years, ending February 28.	5-4-9	2/28	\$	500	2/28	\$ 500
Non-Commercial Kennels - All License are for two years, ending February 28.	5-4-9	2/28	\$	100	2/28	\$ 100
Pawnbroker Licenses (Background Investigation Is Conducted by the Police Department)						
Pawnbroker License	4-2-5	12/31	\$	8,000	12/31	\$ 8,000
Reseller Transaction fee	4-2-10	N/A	\$	2	N/A	\$ 2
Peddler / Solicitor Permits						
Peddler's/Solicitor's License - Good for one year from date of issue	4-11-4	One Year	\$	50	One Year	\$ 50
Peddler's/Solicitor's Background Investigation	4-11-4 /4-11-5	N/A	\$	100	N/A	\$ 100
Body Art and Tattoo Parlor (Background Investigation Is Conducted by the Police Department)						
Body Art and Tattoo Parlor License	4-9-1	12/31	\$	100	12/31	\$ 100
Massage Therapy Licenses (Background Investigation Is Conducted by the Police Department)						
Therapeutic Massage Business License	4-8A-3	12/31	\$	200	12/31	\$ 200
Individual Massage Therapist License	4-8A-3	12/31	\$	55	12/31	\$ 55
Liquor (3.2) Licenses (Background Investigation Is Conducted by the Police Department)						
3.2 On-Sale	4-1-4	12/31	\$	350	12/31	\$ 350
3.2 Off-Sale	4-1-4	12/31	\$	100	12/31	\$ 100
Temporary 3.2 On Sale - Not to exceed 7 Days	4-1-4	7 Days	\$	30	7 Days	\$ 30
Liquor (Intoxicating) Licenses (Background Investigation Is Conducted by the Police Department)						
License Types						
On-Sale (Includes Brew Pub)- Based on Gross Annual Sales:						
\$0-\$250,000	4-1-4	12/31	\$	3,500	12/31	\$ 3,500
\$250,001 - \$500,000	4-1-4	12/31	\$	4,500	12/31	\$ 4,500
\$500,001 - \$1,000,000	4-1-4	12/31	\$	7,000	12/31	\$ 7,000
\$1,000,001 and above	4-1-4	12/31	\$	10,000	12/31	\$ 10,000
Sunday On-Sale (Brew Pub)	4-1-4	12/31	\$	200	12/31	\$ 200
Sunday On-Sale	4-1-4	12/31	\$	200	12/31	\$ 200
On-Sale Wine	4-1-4	12/31	\$	650	12/31	\$ 650
Special Club On-Sale	4-1-4	12/31	\$	225	12/31	\$ 225
Temporary On-Sale - Not to exceed 4 Days	4-1-4	4 Days	\$	30	4 Days	\$ 30
Culinary Class Limited On-Sale	4-1-4	12/31	\$	100	12/31	\$ 100
Off-Sale	4-1-4	12/31	\$	200	12/31	\$ 200
Temporary Off-Sale Wine - Not to exceed 3 Days	4-1-4	3 Days	\$	25	3 Days	\$ 25
Off-Sale Small Brewer	4-1-4	12/31	\$	200	12/31	\$ 200
On-Sale Brew Pub Taproom with no intoxicating on-sale license	4-1-4	12/31	\$	500	12/31	\$ 500
One Day Consumption and Display Permit	4-1-4	1 Day	\$	30	1 Day	\$ 30
Consumption and Display Permit	4-1-4	3/31	\$	250	3/31	\$ 250

Community Development						
Type of License/Fee or Item Description	Code (If applicable)	Expiration Date	2022 Fees	Expiration Date	2021 Fees	
Rental License Fees						
Single Family, Condominium Unit, Townhome Unit		2 year license	\$ 50	2 year license	\$	50
Duplex, Triplex, Fourplex, Apartment Buildings - \$150 per bldg., plus \$15 per unit		2 year license	Varies	2 year license	Varies	
Investigation Fee per license		2 year license	\$ 25	2 year license	\$	25
Building Permit Fees						
Plan Review Fee		65% of the building permit fee when determined by valuation				Varies
Accessory Structure / Garage / Pole Building / Shed		Based on valuation + Plan Review + State Surcharge				Varies
Alteration/Remodel (Residential)		Based on valuation + Plan Review + State Surcharge				Varies
Alteration/Remodel (Commercial)		Based on valuation + Plan Review + State Surcharge				Varies
Alteration/Remodel (Multi-family)		Based on valuation + Plan Review + State Surcharge				Varies
Basement Finish		Based on valuation + Plan Review + State Surcharge				Varies
Certificate of Occupancy Agreement		\$ 100			\$	100
Cell Tower		Based on valuation + Plan Review + State Surcharge				Varies
City Contractor License (Annual Renewal)		1 year license \$ 50			\$	50
Commercial Building		Based on valuation + Plan Review + State Surcharge				Varies
Decks		Based on valuation + Plan Review + State Surcharge				Varies
		Based on valuation + Plan Review + State Surcharge				Varies
Multi-Family (3+ Units)		\$ 300			\$	300
Moving of Buildings						
Porch-3 season/4 season/screened		Based on valuation + Plan Review + State Surcharge				Varies
		Based on valuation + Plan Review + State Surcharge				Varies
Retaining Wall less than 4'		Based on valuation + Plan Review + State Surcharge				Varies
Retaining Wall 4' or greater		Based on valuation + Plan Review + State Surcharge				Varies
Roofing Commercial		Based on valuation + Plan Review + State Surcharge				Varies
Roofing Multi-Family (3+ units)		Based on valuation + Plan Review + State Surcharge				Varies
Roofing Single Family Residential (1-2 Family)		\$115 Permit Fee + State Surcharge			\$	105
SAC Fee (Sanitary Sewer Availability)		\$ 2,485			\$	2,485
Single Family Residential Home (1-2 Family)		Based on valuation + Plan Review + State Surcharge				Varies
		Based on valuation + Plan Review + State Surcharge				Varies
Siding Commercial		Based on valuation + Plan Review + State Surcharge				Varies
Siding Multi-Family (3+ units)		\$115 Permit Fee + State Surcharge			\$	105
Siding Single Family Residential (1-2 Family)		Based on valuation + Plan Review + State Surcharge				Varies
Solar Array Rooftop		Based on valuation + Plan Review + State Surcharge				Varies
Solar Array Ground Mount		Based on valuation + Plan Review + State Surcharge				Varies
Window and/or Door (Egress or change in size)		Based on valuation + Plan Review + State Surcharge				Varies
Window and/or Door Replacement (no change in size)		Based on valuation + Plan Review + State Surcharge				Varies
Inspections when no permit is issued		\$ 105			\$	105
Inspections outside of normal business hours when approved by the Director		\$150/hr				\$150/hr
Demolition Permit Fees						
Demolition of Accessory Structures or Pool		\$110 Permit Fee + State Surcharge			\$	105
Demolition of Commercial		Based on valuation + Plan Review + State Surcharge				Varies
Demolition of Single Family		\$110 Permit Fee + State Surcharge			\$	105
Demolition of Manufactured Home		\$110 Permit Fee + State Surcharge			\$	105
Demolition of Septic		\$110 Permit Fee + State Surcharge			\$	105
Driveway Permit Fees						
Driveway		\$ 25			\$	25
Fence Permit Fees						
Fence		\$ 50			\$	50

Community Development					
Type of License/Fee or Item Description	Code (If applicable)	Expiration Date	2022 Fees	Expiration Date	2021 Fees
Fire Permit Fees					
Automatic Fire Sprinkler System		Based on valuation + Plan Review + State Surcharge			Varies
Fire Alarm and Detection Systems and Related Equipment		Based on valuation + Plan Review + State Surcharge			Varies
Automatic Fire Extinguishing Systems		Based on valuation + Plan Review + State Surcharge			Varies
Smoke Control and Exhaust Systems		Based on valuation + Plan Review + State Surcharge			Varies
Spraying or Dipping Tank, Room or Booth		Based on valuation + Plan Review + State Surcharge			Varies
Other Construction Permits Required by Section 105.7 Fire Code		Based on valuation + Plan Review + State Surcharge			Varies
Manufactured Home Permits					
New Manufactured Home Installation		Based on valuation + Plan Review + State Surcharge			Varies
Mechanical Permit Fees					
Air Conditioner and/or Furnace		\$82 Permit Fee + State Surcharge		\$	80
Chimney		\$85 Permit Fee + State Surcharge		\$	80
Ductwork and Ventilation		\$85 Permit Fee + State Surcharge		\$	82
Fireplace and Gas Appliances		\$82 Permit Fee + State Surcharge		\$	80
Gas Piping and Air Test		\$82 Permit Fee + State Surcharge		\$	55
In-Floor Heating		\$82 Permit Fee + State Surcharge		\$	80
Single Family New Construction Residential		\$125 Permit Fee + State Surcharge		\$	105
Commercial and Multi-Family		\$89 Base Fee + 2% of valuation + State Surcharge			Varies
Plumbing Permit Fees					
Single-Family Residential		\$89 Base Fee + \$4 for each fixture			Varies
Commercial/Multi-Family		\$89 Base Fee + 2% of contracted work value in dollars			Varies
Plumbing Installation or Replacement of Single Fixture		\$89 Permit Fee + State Surcharge		\$	85
PVB - Residential Lawn Irrigation		\$85 Permit Fee + State Surcharge		\$	85
RPZ - Commercial or Multi-Family Lawn Irrigation		\$85 Permit Fee + State Surcharge		\$	85
Sewer & Water Connection Residential		\$139 Permit Fee + State Surcharge		\$	130
Sewer & Water Connection Commercial or Multi-Family		\$89 Base Fee + 2% of valuation + State Surcharge			Varies
Water Heater Replacement		\$58 Permit Fee + State Surcharge		\$	55
Water Softener Replacement		\$58 Permit Fee + State Surcharge		\$	55
Pool Permit Fees					
Above-Ground Swimming Pools (includes fence)		Based on valuation + Plan Review + State Surcharge			Varies
In-Ground Swimming Pools		Based on valuation + Plan Review			Varies
On-Site Septic Systems Permit Fees (includes Site Review)					
Single Family - New or Replacement of Existing / If new add \$1.00 state surcharge			\$ 469*	\$	469*
Commercial systems less than 4,999 gallons/day - If new add \$1.00 state surcharge			\$ 729*	\$	729*
Commercial systems more than 5,000 gallons/day - If new add \$1.00 state surcharge			\$ 1,499*	\$	1,499*
Tank Replacement			\$ 260	\$	260
Septic Operator's Permit (three year term) - Permit Fee			\$ 35	\$	35
Sign and Billboard Permit Fees					
Permanent Business Signs regardless of size			\$ 50	\$	40
Billboards up to 100 square feet in area			\$ 200	\$	200
Billboards over 100 square feet in area			\$ 300	\$	300
Temporary Portable Signs			\$ 15	\$	15
Monument/Pylon Signs		Based on valuation + Plan Review + State Surcharge			Varies

Community Development

Type of License/Fee or Item Description	Code (If applicable)	Expiration Date	2022 Fees	Expiration Date	2021 Fees
Utility Connection Fees					
Utilities - NW AREA - 1" Water Core Connection			\$ 1,880		
Utilities - NW AREA - 1.5" Water Core Connection Fee			\$ 4,230		
Utilities - NW AREA - 10" Sewer Core Connection Fee			\$ 2,870		
Utilities - NW AREA - 12" Sewer Core Connection Fee			\$ 4,110		
Utilities - NW AREA - 2" Water Core Connection Fee			\$ 7,520		
Utilities - NW AREA - 3" Water Core Connection Fee			\$ 16,900		
Utilities - NW AREA - 4" Sewer Core Connection Fee			\$ 610		
Utilities - NW AREA - 4" Water Core Connection Fee			\$ 30,080		
Utilities - NW AREA - 6" or more Water Core Connection Fee			\$ 70,500		
Utilities - NW AREA - 6" Sewer Core Connection Fee			\$ 1,020		
Utilities - NW AREA - 8" Sewer Core Connection Fee			\$ 1,830		
Utilities - NW AREA - Sewer Connection Fee			\$ 6,120		
Utilities - NW AREA - Water Connection Unit Fee			\$ 3,570		
Utilities - NW AREA - Water Treatment Plant Fee			\$ 760		
Utilities - Outside - 1" Water Core Connection Fee			\$ 1,940		
Utilities - Outside - 1.5" Water Core Connection Fee			\$ 4,350		
Utilities - Outside - 10" Sewer Core Connection Fee			\$ 2,900		
Utilities - Outside - 12" Sewer Core Connection Fee			\$ 4,200		
Utilities - Outside - 2" Water Core Connection Fee			\$ 7,710		
Utilities - Outside - 3" Water Core Connection Fee			\$ 18,280		
Utilities - Outside - 4" Sewer Core Connection Fee			\$ 620		
Utilities - Outside - 4" Water Core Connection Fee			\$ 30,850		
Utilities - Outside - 6" or more Water Core Connection Fee			\$ 72,320		
Utilities - Outside - 6" Sewer Core Connection Fee			\$ 1,050		
Utilities - Outside - 8" Sewer Core Connection Fee			\$ 1,860		
Utilities - Outside - Sewer Connection Fee			\$ 510		
Utilities - Outside - Water Connection Unit Fee			\$ 930		
Utilities - Outside - Water Treatment Plant Fee			\$ 820		
Utilities - Eagan Utility Fees			\$ 2,705		
Utilities - B-Line Connection Charge			\$ 1,300		
Water Meter Fees					
3/4" Mag/Iperl Meter			\$ 193		
3/4" Mag/Iperl Meter Tax			\$ 14		
1" Mag/Iperl Meter			\$ 303		
1" Mag/Iperl Meter Tax			\$ 22		
1 1/2" Compound/Omni Meter			\$ 1,794		
1 1/2" Compound/Omni Meter Tax			\$ 128		
1 1/2" Turbine/Omni Meter			\$ 1,251		
1 1/2" Turbine/Omni Meter Tax			\$ 89		
2" Turbine/Omni Meter			\$ 1,458		
2" Turbine/Omni Meter Tax			\$ 104		
2" Compound/Omni Meter			\$ 2,076		
2" Compound/Omni Meter Tax			\$ 148		
3" Turbine/Omni Meter			\$ 1,829		
3" Turbine/Omni Meter Tax			\$ 130		
3" Compound/Omni Meter			\$ 2,626		
3" Compound/Omni Meter Tax			\$ 187		
4" Turbine/Omni Meter			\$ 3,582		
4" Turbine/Omni Meter Tax			\$ 255		
4" Compound/Omni Meter			\$ 4,544		
4" Compound/Omni Meter Tax			\$ 324		
Single Port Radio Head			\$ 204		
Single Port Radio Head Tax			\$ 15		
Dual Port Radio Head			\$ 234		
Dual Port Radio Head Tax			\$ 17		
Zoning and Regulations					
Contractor, Trade or Business Permit	4-6-2	12/31	\$ 50	12/31	\$ 50
Nuisance Abatement for Mowing			\$ 70/hr.		\$ 70/hr.
Comprehensive Guide Plan			\$ 100		\$ 100
Construction Plan Sheet (22"x34")			\$ 20		\$ 20
Zoning & Related Land Use Regulations			\$ 75		\$ 75
Subdivision Code			\$ 25		\$ 25
Zoning Letter			\$ 100		\$ 100
Sewage Tank Maintenance Permit (Commercial and Residential Operating Permit)			\$ 35		\$ 35

Finance					
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2022 Fee	Expiration (if applicable)	2021 Fee
Returned Check/ACH/Credit/Debit Card Charge	N/A		\$ 30	N/A	\$ 30
Fire Department					
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2022 Fee	Expiration (if applicable)	2021 Fee
Burning Permits					
Recreational Bonfire			\$ 15		\$ 15
Permanent Recreational Fire Ring			\$ 25		\$ 25
Fire Code Permit - \$25 each, up to four permits, per Occupant within a business premise			\$ 25		\$ 25
Disposal permit for trees, brush, grass and other vegetative matter for the development and maintenance of land and rights-of-way. (\$100 minimum)			\$.50/cubic yard		\$.50/cubic yard
Open Burning Permit as defined by Minnesota Rules related to open burning			\$ 25		\$ 25
Ventilation System Cleaning Permit			\$ 75		\$ 75
Fire Marshal's Report			\$ 0.25/page		\$ 0.25/page
MFIRS Report			\$ 0.25/page		\$ 0.25/page
GIS					
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration Date	2022 Fee	Expiration Date	2021 Fee
Fees for Maps are based on size. Custom map sizes available upon request					
Letter (8.5" x 11")			\$ 5		\$ 5
Tabloid (11" x 17")			\$ 10		\$ 10
C-size (18" x 24")			\$ 15		\$ 15
D-size (24" x 36")			\$ 20		\$ 20
E-size (36" x 48")			\$ 25		\$ 25
Additional Shipping/Handling Fees for map products delivered by mail			Varies		Varies
Mailed in Envelope (large maps folded):					
Letter or Tabloid			\$ 2		\$ 2
C (18" x 24") or D (24" x 36") size			\$ 3		\$ 3
E-size (36" x 48")			\$ 4		\$ 4
Mailed in Tube:					
Letter or Tabloid			\$ 3		\$ 3
C-size (18" x 24")			\$ 4		\$ 4
D-size (24" x 36")			\$ 5		\$ 5
E-size (36" x 48")			\$ 6		\$ 6
Other Methods:					
CD Mailed			\$ 2		\$ 2
Custom Map Production Using Existing Data			Varies		Varies
Subject to an hourly fee of \$50 (half hour min.) in addition to size-based map fee					
Custom Map Production with Data Development			Varies		Varies
Subject to an hourly fee of \$100 (half hour min.) in addition to size-based map fee					
Electronic Data - Cost provided per request			Varies		Varies
Vector: shapefile or CAD			Varies		Varies
Raster: IMG, TF, SID			Varies		Varies
Graphic Files: JPG, PDF, TIF, AVI			Varies		Varies
GIS Data or Graphic Files			Varies		Varies
Delivery on CD			\$ 10		\$ 10
Delivery by email			\$ 5		\$ 5

Parks and Recreation PARKS USAGE						
	Frequency	2022 Resident Fee	2022 Non Resident	2021 Resident Fee	2021 Non Resident	
Park Shelters *excl. Swing Bridge Park	5 Hour Block	\$ 70	\$ 70	\$ 70	\$ 70	
Park Shelter * Swing Bridge Park Only	5 Hour Block	\$ 110	\$ 110	\$ 110	\$ 110	
Additional trash barrels/picnic tables	NA	\$ 52	\$ 62	\$ 32	\$ 42	
Add portable restroom to rental	Per Day	\$ 85	\$ 95	\$ 85	\$ 95	
Add portable restroom cleaning	Per unit	\$ 65	\$ 75	NA	NA	
Add ADA portable restroom cleaning	Per unit	\$ 135	\$ 145	NA	NA	
Outdoor Ice Rink *	Per hour	\$ 30	\$ 30	\$ 30	\$ 30	
Outdoor Ice Rink w/Attendant *	Per hour	\$ 40	\$ 50	\$ 40	\$ 50	
Outdoor Rink Lights	Per hour	\$ 42	\$ 42	\$ 42	\$ 42	
Neighborhood Park/School Athletic Field	Per use	\$ 40	\$ 50	\$ 40	\$ 50	
Tennis Courts (Each Court)	Per Hour	\$ 7	\$ 9	\$ 7	\$ 9	
Rich Valley Baseball Field Game/Practice	Youth	\$ 90	\$ 115	\$ 90	\$ 115	
Rich Valley Baseball Field Game/Practice	Adult	\$ 105	\$ 125	\$ 105	\$ 125	
Rich Valley Softball Field Game/Practice	All Ages	\$ 70	\$ 90	\$ 70	\$ 90	
RichValley/Skyview Soccer Fld Game/Practice	Youth	\$ 90	\$ 110	\$ 90	\$ 110	
RichValley/Skyview Soccer Fld Game/Practice	Adult	\$ 105	\$ 125	\$ 105	\$ 125	
Rich Valley Soccer Game/Practice	1/2 Field	\$ 60	\$ 70	\$ 60	\$ 70	
Rich Valley Lights	Per hour	\$ 50	\$ 70	\$ 50	\$ 70	
Add Chalk Lines	Per park	\$ 25	\$ 35			
IGH Baseball, Softball & Soccer Association Tournament Fee-Per Field (minimum maint)	Per Day	\$ 110	\$ 110	\$ 105	\$ 105	
Rich Valley Field Tournament Fee - Each Field (minimum maintenance)	Daily	\$ -	\$ -	\$ 190	\$ 215	
Rich Valley Field Tournament Fee - Youth Baseball - Each Field (minimum maint)	Per Game	\$ 95	\$ 120	NA	NA	
Rich Valley Field Tournament Fee - Adult Baseball- Each Field (minimum maint)	Per Game	\$ 110	\$ 130	NA	NA	
Rich Valley Field Tournament Fee - Youth Softball Each Field (minimum maint)	Per Game	\$ 75	\$ 95	NA	NA	
Rich Valley Field Tournament Fee - Adult Softball - Each Field (minimum maint)	Per Game	\$ 95	\$ 115	NA	NA	
Rich Valley Tournament Vendor Fee	Per Weekend	\$ 115	\$ 125	\$ 115	\$ 125	
Rich Valley Tournament Vendor Fee	Per Day	\$ 75	\$ 85	NA	NA	
Tournament cancellation fee (Two week notification required)	Full reservation	15%	15%	15%	15%	
Rich Valley Concession Stand	Per Weekend	\$ 260	\$ 260	\$ 250	\$ 250	
Rich Valley Concession Stand	Per Day	\$ 105	\$ 130	\$ 100	\$ 125	
Rich Valley Add'l Mntnc - staff, equipment, supplies - up to 4 Fields	Per hour	\$ 80	\$ 100	\$ 60	\$ 70	
Rich Valley Add'l Mntnc - staff, equipment, supplies - 5 Fields or more	Per hour	\$ 100	\$ 125	\$ 80	\$ 90	
Local Athletic Assoc. User Fee	Per Player	\$ 15	\$ 22	\$ 13	\$ 20	
Disc Golf Annual Pass	Annual	\$ 30	\$ 40	\$ 30	\$ 40	
Disc Golf Daily Pass	Per Day	\$ 5	\$ 5	\$ 5	\$ 5	
Disc Golf Tournament	Per Day	\$ 220	\$ 245	\$ 210	\$ 235	
Disc Golf Tournament	Per Weekend	\$ 520	\$ 545	\$ 510	\$ 535	
Mountain Bike Course	Per Day	\$ 510	\$ 535	\$ 510	\$ 535	
Community Garden Plot (Large/Small)	Per Garden	\$34/\$32	\$34/\$32	\$ 32.00	\$ 32.00	
Dog Park (Dog 1)	Annual	\$ 20	\$ 30	\$ 20	\$ 30	
Dog Park (Dog 2)	Annual	\$ 15	\$ 25	\$ 15	\$ 25	
Dog Park Lost Pass Replacement	Each Time	\$ 5	\$ 5	\$ 5	\$ 5	
Pickleball Court Fees (per court)	Per Hour	\$ 7	\$ 9	\$ 7	\$ 9	
Pickleball Tournament (all courts)	Per Hour	\$ 100	\$ 120	\$ 100	\$ 120	

*Requires damage deposit

•All fees include tax.

•Manager has discretion to negotiate off-peak time usage rates.

Parks and Recreation GOLF COURSE					
	Frequency	2022 Resident Fee	2022 Non Resident	2021 Resident Fee	2021 Non Resident
Inver Wood Golf Course					
Pull-Cart Rental					
Pull Cart Rental	Per Round	\$ 4.50	\$ 4.50	\$ 4.00	\$ 4.00
Golf Car Rental					
Golf Car - 18 Holes - Adult	Per Round	\$ 21	\$ 21	\$ 21	\$ 21
Golf Car - 9 Holes - Adult	Per Round	\$ 13.50	\$ 13.50	\$ 13.50	\$ 13.50
Golf Car - Executive Course - Adult	Per Round	\$ 8	\$ 8	\$ 8	\$ 8
Golf Car - 18 Holes - Senior	Per Round	\$ 15.50	\$ 15.50	\$ 15.50	\$ 15.50
Golf Car - 9 Holes - Senior	Per Round	\$ 13.50	\$ 13.50	\$ 11.50	\$ 11.50
Golf Car - Executive - Senior	Per Round	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50
Twilight Golf Car - Adult	Per Round	\$ 16	\$ 16	\$ 16	\$ 16
Twilight Golf Car - Senior	Per Round	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50
Twilight Golf Car -Executive	Per Round	\$ 8	\$ 8	\$ 8	\$ 8
Driving Range					
Driving Range Balls-Large Bucket	Per Bucket	\$ 12	\$ 12	\$ 12	\$ 12
Driving Range Balls-Medium Bucket	Per Bucket	\$ 9	\$ 9	\$ 9	\$ 9
Driving Range Balls-Small Bucket	Per Bucket	\$ 6	\$ 6	\$ 6	\$ 6
Driving Range Balls-All Day Per Person	Unlimited	\$ 15	\$ 15	\$ 15	\$ 15
Foot Golf					
Foot Golf - Adult	Per Round	\$ 12	\$ 12	\$ 12	\$ 12
Annual - Platinum Memberships					
Season Pass - Adult Single Ages 19 - 59	Annual	\$ 2,499	\$ 2,499	\$ 2,499	\$ 2,499
Season Pass - Adult Couple Ages 19 - 59 (Same Household)	Annual	\$ 3,699	\$ 3,699	\$ 3,699	\$ 3,699
Season Pass - Additional Dependent(Family 18 and under)	Annual	\$ 250	\$ 250	\$ 250	\$ 250
<i>Platinum Membership Includes Greens Fees, Range Balls, Golf Car, Play any day, any time, includes holidays.</i>					
Annual - Regular Memberships					
Season Pass - Adult Single Ages 19 - 59	Annual	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300
Season Pass - Adult Couple Ages 19 - 59	Annual	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300
Season Pass - Senior Single Age 60	Annual	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Season Pass - Junior Age 18 and Under	Annual	\$ 600	\$ 600	\$ 600	\$ 600
<i>Regular Membership Includes Greens Fees only. Play any day, any time, includes holidays.</i>					
Annual - Restricted Memberships					
Season Pass - Adult Single Ages 19 - 59	Annual	\$ 900	\$ 900	\$ 900	\$ 900
Season Pass - Adult Couple Ages 19 - 59	Annual	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Season Pass - Additional Dependent(Family 18 and under)	Annual	\$ 200	\$ 200	\$ 200	\$ 200
<i>Restricted Membership Includes Greens Fees only. Good for Play Monday - Thursday, Holidays NOT included.</i>					

Parks and Recreation GOLF COURSE		2022		2022		2021		2021	
	Frequency	Resident Fee	Non Resident	Resident Fee	Non Resident	Resident Fee	Non Resident	Resident Fee	Non Resident
Daily Greens Fees Monday through Thursday, 7:00 am to 5:00 pm and Fridays 7:00 am to 12:00 noon									
18 Holes Greens Fees Adult Age 19 - 59	Per Round	\$ 39	\$ 39	\$ 38	\$ 38				
18 Holes Greens Fees Senior Age 60	Per Round	\$ 28	\$ 28	\$ 27	\$ 27				
18 Holes Greens Fees Junior Age 18 and Under	Per Round	\$ 28	\$ 28	\$ 27	\$ 27				
18 Holes - Player's Card Fee	Per Round	\$ 34	\$ 34	\$ 32	\$ 32				
9 Holes Greens Fees Adult Age 19 - 59	Per Round	\$ 22	\$ 22	\$ 21	\$ 21				
9 Holes Greens Fees Senior Age 60	Per Round	\$ 16	\$ 16	\$ 15	\$ 15				
9 Holes Greens Fees Junior Age 18 and Under	Per Round	\$ 16	\$ 16	\$ 15	\$ 15				
9 Holes - Player's card Fee	Per Round	\$ 19	\$ 19	\$ 18.50	\$ 18.50				
9 Holes Greens Fees - Executive Course	Per Round	\$ 16.50	\$ 16.50	\$ 16	\$ 16				
9 Holes Greens Fees - Executive Course Sr/Jr.	Per Round	\$ 12	\$ 12	\$ 11.50	\$ 11.50				
9 Holes Greens Fees - Executive Course Player's Card Fee	Per Round	\$ 13.50	\$ 13.50	\$ 13	\$ 13				
Daily Greens Fees EVERYDAY, 5:00 pm to Close - "Twilight" Play									
18 Holes Greens Fees Adult Age 19 - 59	Per Round	\$ 30	\$ 30	\$ 29	\$ 29				
18 Holes Greens Fees Senior Age 60	Per Round	\$ 20	\$ 20	\$ 19	\$ 19				
18 Holes Greens Fees Junior Age 18 and Under	Per Round	\$ 20	\$ 20	\$ 19	\$ 19				
9 Holes Greens Fees Adult Age 19 - 59	Per Round	\$ 22	\$ 22	\$ 21	\$ 21				
9 Holes Greens Fees Senior Age 60	Per Round	\$ 16	\$ 16	\$ 15	\$ 15				
9 Holes Greens Fees Junior Age 18 and Under	Per Round	\$ 16	\$ 16	\$ 15	\$ 15				
Twilight Player's Card Fee	Per Round	\$ 24	\$ 24	\$ 23	\$ 23				
Daily Greens Fees Friday 12:00 noon - 5:00 pm, Saturday and Sunday 6:00 am to 12:00 noon									
18 Holes Greens Fees Adult Age 19 - 59	Per Round	\$ 46.50	\$ 46.50	\$ 44.50	\$ 44.50				
18 Holes Greens Fees Senior Age 60	Per Round	\$ 35.50	\$ 35.50	\$ 34.00	\$ 34.00				
18 Holes Greens Fees Junior Age 18 and Under	Per Round	\$ 35.50	\$ 35.50	\$ 34.00	\$ 34.00				
18 Holes Greens Fees - Player's Card Fee	Per Round	\$ 39	\$ 39	\$ 38	\$ 38				
9 Holes Greens Fees Adult Age 19 - 59	Per Round	\$ 31	\$ 31	\$ 30	\$ 30				
9 Holes Greens Fees Senior Age 60	Per Round	\$ 24	\$ 24	\$ 23	\$ 23				
9 Holes Greens Fees Junior Age 18 and Under	Per Round	\$ 24	\$ 24	\$ 23	\$ 23				
9 Holes Greens Fees - Player's Card Fee	Per Round	\$ 22	\$ 22	\$ 21	\$ 21				
Executive - Adult Age 19 - 59	Per Round	\$ 20	\$ 20	\$ 19	\$ 19				
Executive - Senior Age 60	Per Round	\$ 12.50	\$ 12.50	\$ 12.00	\$ 12.00				
Executive - Junior Age 18 and Under	Per Round	\$ 12.50	\$ 12.50	\$ 12.00	\$ 12.00				
Executive - Player's Card Fee	Per Round	\$ 16.50	\$ 16.50	\$ 16.00	\$ 16.00				
Daily Greens Fees Saturday and Sunday 12:00 noon to 5:00 pm									
18 Holes Greens Fees Adult Age 19 - 59	Per Round	\$ 39	\$ 39	\$ 37.50	\$ 37.50				
18 Holes Greens Fees Senior Age 60	Per Round	\$ 28	\$ 28	\$ 27	\$ 27				
18 Holes Greens Fees Junior Age 18 and Under	Per Round	\$ 28	\$ 28	\$ 27	\$ 27				
9 Holes Greens Fees Adult Age 19 - 59	Per Round	\$ 22	\$ 22	\$ 21	\$ 21				
9 Holes Greens Fees Senior Age 60	Per Round	\$ 16	\$ 16	\$ 15	\$ 15				
9 Holes Greens Fees Junior Age 18 and Under	Per Round	\$ 16	\$ 16	\$ 15	\$ 15				
Player's Card Fee - 18 Hole Greens Fee	Per Round	\$ 33.50	\$ 33.50	\$ 32	\$ 32				
Player's Card Fee - 9 Hole Greens Fee	Per Round	\$ 19	\$ 19	\$ 18.50	\$ 18.50				
Player's Card Fee - Executive Greens Fee	Per Round	\$ 13.50	\$ 13.50	\$ 13	\$ 13				

Parks and Recreation VMCC/GROVE USAGE						
	Frequency	2022 Resident Fee	2022 Non Resident	2021 Resident Fee	2021 Non Resident	
VMCC/Grove						
National Guard Room A, B, C	Per Hour	\$ 37	\$ 47	\$ 37	\$ 47	
Brightside Room and Community Room 1, 2, 3	Per Hour	\$ 42	\$ 52	\$ 42	\$ 52	
Community Room Kitchen	Per Day	\$ 25	\$ 25	\$ 25	\$ 25	
PA System	Per Day	\$ 25	\$ 25	\$ 25	\$ 25	
Screen/Projector	Per Day	\$ 15	\$ 15	\$ 15	\$ 15	
TV/DVD	Per Day	\$ 25	\$ 25	\$ 25	\$ 25	
Room Rental Attendant	Per Hour	\$ 40	\$ 40	\$ 40	\$ 40	
Gymnasium - Athletic	Per Hour	\$ 70	\$ 80	\$ 70	\$ 80	
1/2 Gymnasium - Athletic	Per Hour	\$ 40	\$ 50	\$ 40	\$ 50	
Gymnasium - Weekday (M-F)	Per Hour	\$ 90	\$ 100	\$ 90	\$ 100	
Gymnasium - Wedding Package (0-300 ppl)	Per Day	\$ 900	\$ 1,300	\$ 900	\$ 1,300	
National Guard Gym Kitchen	Per Day	\$ 90	\$ 90	\$ 90	\$ 90	
Alcohol- Officer	Flat fee per hour	\$ 77	\$ 77	\$ 75	\$ 75	
West Rink-Turf	Per Hour	\$ 90	\$ 100	\$ 90	\$ 100	
Childcare Drop-In Rate (non-member) - Per Child	Per Hour	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	
Childcare Employee Rate - Per Child	Per Hour	\$ 1	\$ 1	\$ 1	\$ 1	
Membership - Single Enrollment Fee	One-Time	\$ 49	\$ 59	\$ 49	\$ 59	
Membership - Dual Enrollment Fee	One-Time	\$ 49	\$ 59	\$ 49	\$ 59	
Membership - Household Enrollment Fee	One-Time	\$ 49	\$ 59	\$ 49	\$ 59	
Membership - Senior (60+)	Annual	\$ 459	\$ 459	\$ 459	\$ 459	
Membership - Single	Annual	\$ 592	\$ 592	\$ 592	\$ 592	
Membership - Dual	Annual	\$ 796	\$ 796	\$ 796	\$ 796	
Membership - Household (up to 6)	Annual	\$ 918	\$ 918	\$ 918	\$ 918	
Membership - PCA added to household	Annual	\$ 17	\$ 17	\$ 17	\$ 17	
Membership - Senior (60+)	Monthly	\$ 45	\$ 45	\$ 45	\$ 45	
Membership - Single	Monthly	\$ 58	\$ 58	\$ 58	\$ 58	
Membership - Dual	Monthly	\$ 78	\$ 78	\$ 78	\$ 78	
Membership - Household (up to 6)	Monthly	\$ 90	\$ 90	\$ 90	\$ 90	
Membership - PCA added to household	Monthly	\$ 17	\$ 17	\$ 17	\$ 17	
Corporate Membership - Senior	Monthly	\$ 39	\$ 39	\$ 39	\$ 39	
Corporate Membership - Single	Monthly	\$ 49	\$ 49	\$ 49	\$ 49	
Corporate Membership - Dual	Monthly	\$ 69	\$ 69	\$ 69	\$ 69	
Corporate Membership - Household	Monthly	\$ 79	\$ 79	\$ 79	\$ 79	
10-time Pass Household	10 visits	no longer	no longer	\$ 270	\$ 270	
Membership Upgrade or Downgrade fee	per grade	\$ 10	\$ 10	\$ 10	\$ 10	
Daily Admission - Youth (1-11-year-old)/Senior (60+ year old)	Daily	\$ 6	\$ 6	\$ 6	\$ 6	
Daily Admission - Adult (Ages 12+)	Daily	\$ 9	\$ 9	\$ 9	\$ 9	

Parks and Recreation		2022		2022		2021		2021	
VMCC/GROVE USAGE		Frequency	Resident Fee	Non Resident	Resident Fee	Non Resident	Resident Fee	Non Resident	
VMCC/Grove, continued									
10-time Pass - Youth/Senior	10 Visits	\$	54	\$	54	\$	54	\$	54
10-time Pass - Adult	10 Visits	\$	81	\$	81	\$	81	\$	81
ATM Transaction Fee	Each Time	\$	3	\$	3	\$	3	\$	3
Open Gym	Daily	\$	4	\$	6	\$	4	\$	6
Open Gym - Members	Daily	Free		Free		Free		Free	
Open Pickleball-Members	Daily	Free		Free		Free		Free	
Open Pickleball-Non-Members	Daily	\$	5	\$	5	\$	5	\$	5
Open Pickleball-Non-Members	10 Visits	\$	45	\$	45	\$	45	\$	45
Fitness Studio Rental	Per Hour	\$	55	\$	60	\$	55	\$	60
Fitness TRX Room Rental	Per Hour	\$	40	\$	50	\$	40	\$	50
Open Skate - 12 & older	Daily	\$	5	\$	5	\$	5	\$	5
Open Skate - 1-11 years of age	Daily	\$	4	\$	4	\$	4	\$	4
Open Skate - Members	Daily	Free		Free		Free		Free	
10-time Pass Open Skate 12 & Older	10 Visits	\$	45	\$	45	\$	45	\$	45
10-time Pass Open Skate 1-11 years of age	10 Visits	\$	36	\$	36	\$	36	\$	36
10-time Pass Open Hockey	10 Visits	\$	54	\$	54	\$	54	\$	54
Daily Admission-Open Freestyle	Daily	\$	10	\$	10	\$	10	\$	10
10-time Pass-Open Freestyle	10 Visits	\$	90	\$	90	\$	90	\$	90
Skate Rental	Daily	\$	2	\$	2	\$	2	\$	2
Open Hockey	Daily	\$	6	\$	6	\$	6	\$	6
Shower Rental	Daily	\$	5	\$	5	\$	5	\$	5
Towel Rental	Daily	\$	1	\$	1	\$	1	\$	1
Locker Rental (small)	Annual	No longer		no longer		\$ 100		\$ 100	
Locker Rental (large)	Annual	no longer		no longer		\$ 200		\$ 200	
Locker Rental (small)	Monthly	no longer		no longer		\$ 11		\$ 11	
Locker Rental (large)	Monthly	no longer		no longer		\$ 22		\$ 22	
Birthday Party Rental-Friday	Per use	\$	250	\$	250	\$	225	\$	225
Birthday Party Rental-Wknd Up to 16 ppl	Per Use	\$	250	\$	250	\$	225	\$	225
Birthday Party Rental-Wknd up to 30 ppl	Per Use	\$	350	\$	350	\$	325	\$	325
Skating Birthday Party Rental- up to 16 ppl	Per Use	\$	195	\$	195	\$	195	\$	195
Individual Lane Line	Per Hour	no longer		no longer		\$ 15	\$	15	
Leisure Pool- Water Park - Minimum 2 hours	Per Hour	\$	250	\$	270	\$	495	\$	495
Leisure Pool- Water Park (outside rental hours) - Minimum 2 hours	Per Hour	\$	300	\$	320	\$	495	\$	495
Leisure Pool- Water Park	Per Hour	NA		NA		\$	495	\$	495
Lap Pool - Minimum 4 hours	Per Hour	\$	80	\$	80	\$	125	\$	125
Diving Well	Per Hour	\$	90	\$	90	\$	90	\$	90
Simley High School -Indiv Lane	Per Hour	\$	7.50	\$	7.50	\$	7.50	\$	7.50
Simley High School-Lap Pool	Per Hour	\$	49.50	\$	49.50	\$	49.50	\$	49.50
Simley High School-Diving Well	Per Hour	\$	40.75	\$	40.75	\$	40.75	\$	40.75
Simley High School- Swim Event	Per Hour	\$	73.75	\$	73.75	\$	73.75	\$	73.75

- All month-to-month members can receive a 15% discount off 12 months paid in full (fee listed reflects discount)
- All fees include tax
- Pool rentals includes lifeguard fee(s)
- Swim Event rental does not include lifeguard fee(s)
- Employee membership rates are also available to City Council members and active Commission members.
- Manager has discretion to negotiate off-peak time usage rates for swimming pools.
- Seasonal staff working at the VMCC are afforded free use of the facility during their employment this does not include their spouse or family

Parks and Recreation VMCC ARENA

ICE TIME

		October 1, 2021 - March 12, 2022		October 1, 2022 - March 12, 2023		
Days and Time of Day		Designation	Mon - Fri	Sat - Sun	Mon - Fri	Sat - Sun
Monday - Friday 3:00 pm - 9:59 pm		Prime	\$ 220		\$ 220	
Monday - Friday Before 3:00 pm and after 10:00 pm		Non Prime	\$ 150		\$ 150	
Saturday and Sunday 7:00 am - 8:59 pm		Prime		\$ 220		\$ 220
Saturday and Sunday Before 7:00 am and after 9:00 pm		Non Prime		\$ 150		\$ 150
March 13, 2022 - September 30, 2022						
Days and Time of Day		Designation	Mon - Fri	Sat - Sun		
Monday - Friday 5:00 pm - 8:59 pm		Prime	\$ 160			
Monday - Friday Before 5:00 pm and after 9:00 pm		Non Prime	\$ 145			
Saturday and Sunday 9:00 am - 7:59 pm		Prime		\$ 160		
Saturday and Sunday Before 9:00 am and after 8:00 pm		Non Prime		\$ 145		

- * - Certain restrictions apply to availability, reservations, and terms of usage.
- Fees do not include tax
- Manager has discretion to negotiate early and late ice time rates

Twilight Player's Card Fee	Per Round	\$	24	\$	24	\$	23	\$	23
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Police Department					
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2022 Fee	Expiration (if applicable)	2021 Fee
General Fees for Services					
Inv. For DCSS Foster Care/Day Care			\$ 10	\$	10
Clearance Letter for Records Check			\$ 20	\$	20
All other Police reports/Data/Accident Reports (No charge to victim of domestic assault) Minimum charge starts at \$10			\$ 10	\$	10
Requests of 100 or more pages will be based on the actual cost of retrieving the data					
Body cam / Squad Camera Video/Audio - each			\$ 25	\$	25
Pound Redemption Fees (Animal Control)			\$ 35	\$	35
Dog Found Unvaccinated	5-4-3		misdemeanor		misdemeanor
Reseller (Pawn etc.) Transaction fee	4-2-10		\$1.50		\$1.50
Police Officer and Squad Car Off-Duty Charge (Within City Limits)			\$72/hr.		\$70/hr.
Police Officer and Squad Car Off-Duty Charge (Outside City Limits, With Signed Contract)			\$77.25/hr.		\$75/hr.
Photographs - Printed or Digital					
1-10 photos			\$ 10	\$	10
11-25 photos			\$ 25	\$	25
26-40 photos			\$ 40	\$	40
41+ photos			\$ 50	\$	50
CD/DVD			\$ 20	\$	20
Excessive Consumption of City Services					
Excess code inspections (4 or more)	4-15-1		\$ 250	\$	250
Excess police/nuisance calls	4-15-1		\$ 250	\$	250
Large Assemblies					
Initial Application (Rates increase based on City services for the event, up to \$5,000.)	4-14-1		\$ 250	\$	250
Court-Ordered Firearm Seizures/Surrenders					
Court-Ordered Firearm Seizures/Surrenders	N/A		No Cost		No Cost
Volunteer Surrender of Firearm by Civil Order					
Intake Fee			\$ 50	\$	50
Storage of Firearm			\$0.50/day	\$	\$0.50/day
Firearm Release Fee			\$ 50	\$	50
Abandoned Firearm - Proceeds of sale, less actual disposal fees, returned to owner. If owner cannot be contacted remainder goes into the General Fund			Revenue minus Costs		Revenue minus Costs
Dangerous Dogs					
Dangerous Dog Yard Sign (Required)			\$ 8	\$	8
Dangerous Dog Tag (Required)			\$ 2	\$	2
Appeal Fees for Dangerous & Potentially Dangerous Dog Declarations - If designation is upheld, the fee shall be the actual expenses of the hearing, not to exceed \$1,000	5-4-6		\$ 300	\$	300
False Alarm Response Fees					
1st False Alarm: Letter sent to home/business owner			Warning		Warning
2nd False Alarm: Letter sent to home/business owner			Warning		Warning
3rd False Alarm:			\$ 100	\$	100
4th False Alarm:			\$ 200	\$	200
5th False Alarm:			\$ 300	\$	300
Initial Massage Therapy Licenses Background Investigations					
Initial Therapeutic Massage Business (Investigation Includes 1 Therapist)	4-8A-4		\$ 500	\$	500
Initial Therapeutic Massage Individual Therapist			\$ 175	\$	175
Out-of-State Background Investigation (last 5 years of residence) - Varies by State			Varies		Varies
Annual Massage Therapy Licenses Background Investigations (Renewals)					
Annual Background Investigation - Massage Business Renewal (Includes Annual Site inspection)			\$ 200	\$	200
Annual Background Investigation - Individual Therapist (Renewal)			\$ 50	\$	50

Police Department					
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2022 Fee	Expiration (if applicable)	2021 Fee
Initial Liquor License and Pawnshop Background Investigations					
Single, Natural Person	4-1-9		\$ 250	\$	250
Club	4-1-9		\$ 325	\$	325
Partnership (2 Partners)	4-1-9		\$ 400	\$	400
Corporation/LLC					
2 Partners or Officers	4-1-9		\$ 400	\$	400
3 - 5 Partners or Officers	4-1-9		\$ 500	\$	500
6 Partners or Officers	4-1-9		\$ 600	\$	600
7 Partners or Officers	4-1-9		\$ 700	\$	700
8 Partners or Officers	4-1-9		\$ 800	\$	800
9 Partners or Officers	4-1-9		\$ 900	\$	900
10 or More Partners or Officers	4-1-9		\$ 1,000	\$	1,000
Out-of-State Background Investigation (last 5 years of residence) - Varies by State			Varies		Varies
Annual Background Investigation Liquor and Pawnshop Licenses (Renewals)					
Includes Compliance Checks (Each Business)		12/31	\$ 125	12/31	\$ 125
Other Background Investigations - Liquor and Pawnshop Licenses					
Change of Ownership, Officers or Operating/General Manager (Each Individual Person)		12/31	\$ 250	12/31	\$ 250
Out-of-State Background Investigation (last 5 years of residence) - Varies by State		12/31	Varies	12/31	Varies
Motor Vehicle Background Investigations					
Initial Motor Vehicle Background Investigation (Each Individual Person)			\$ 300	\$	300
Renewal Motor Vehicle Background Investigations			\$ 125	\$	125
Gambling Premises Permit Background Investigations					
Initial Gambling Premises Permit Background Investigation	4-7-8		\$ 250	\$	250
Body Art and Tattoo Parlor Background Investigations					
Initial Body Art and Tattoo Parlor Background Investigation	4-9-1		\$500 initial		\$500 initial
Renewal Background Investigation Body Art and Tattoo Parlor License	4-9-1		\$ 50	\$	50
Out-of-State Background Investigation (last 5 years of residence) - Varies by State	4-9-1		Varies		Varies

Public Works					
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2022 Fee	Expiration (if applicable)	2021 Fee
Land Alteration Permit (Plan Checking)					
0 up to 30 cubic yards			No fee		No fee
30 up to 500 cubic yards.			Base Fee of \$25 + add \$0.25 per cubic yard.		Varies
500 up to 10,000 cubic yards. Base Fee of \$150 plus add \$0.03 per cubic yard.			Base Fee of \$150 + add \$0.03 per cubic yard.		Varies
10,000 up to 100,000 cubic yards. Base Fee of \$950 plus add \$0.005 per cubic yard.			Base Fee of \$950 + add \$0.005 per cubic yard.		Varies
100,000 cubic yards or more. Base Fee of \$1,150 plus add \$0.003 per cubic yard.			Base Fee of \$1,150 + add \$0.003 per cubic yard.		Varies
Land Alteration Permit (Grading Inspection)					
0 up to 30 cubic yards			No Fee		No Fee
30 up to 500 cubic yards			Base Fee of \$25 + add \$0.25 per cubic yard.		Varies
500 up to 10,000 cubic yards			Base Fee of \$150 + add \$0.02 per cubic yard.		Varies
10,000 up to 100,000 cubic yards			Base Fee of \$550 + add \$0.005 per cubic yard.		Varies
100,000 cubic yards or more			Base Fee of \$800 + add \$0.03 per cubic yard.		Varies
All land alteration permits require a surety, based on the area disturbed, to guarantee final restoration					
Annual Renewal	N/A	Annually	\$ 75	Annually	\$75
Meter Testing					
5/8" meter			\$ 135	\$	135
3/4 " meter			\$ 135	\$	135
1" meter			\$ 135	\$	135
1.5" meter			\$ 165	\$	165
2" meter			\$ 165	\$	165
Compound Meter			\$ 350	\$	350
Water Shut-Offs and Turn-Ons			\$ 25	\$	25
Miscellaneous					
Assessment Search			\$ 15	\$	15
Capital Improvement Plan			\$ 25	\$	25
Water Resources Management Plan			\$ 290	\$	290
Right-of-Way (Street Opening) Permit			\$ 75	\$	75
<i>Surety may be required to ensure that the street is properly restored.</i>					
Overweight Load Permit			\$ 50 per load	\$	50 per load
Driveway Permit			\$ 25	\$	25
Erosion Control Tracking					
Single Family Home			\$ 50	\$	50
Multi Family or other Large Building			\$ 89	\$	89
Hydrant Meters					
Hydrant, Meter, or Valve Damage Deposit			\$ 1,500	\$	1,500
Daily hydrant/meter rental fee			Base fee of \$2 per day plus cost of water used		Varies
Small Wireless Facility Row Permit					
Up to five (5) small wireless facilities			\$ 500	\$	500
Each additional small wireless facility, maximum of ten additional per application.			\$ 100/each	\$	100/each
Permit Surety Escrow Fee paid by Tenant prior to approval of Row Permit			\$ 2,500	\$	2,500
Small Wireless Facility Annual Rental per Wireless Support Structure		Annually	\$ 175	Annually	\$ 175
Small Wireless Facility Electrical Fee					
A. Per radio node less than or equal to 100 maximum watts		Annually	\$ 876	Annually	\$ 876
B. Per radio node over 100 maximum watts		Annually	\$ 2,184	Annually	\$ 2,184
C. Per radio node if the actual costs exceed the amount in item A. or B. above		Annually	Actual Cost	Annually	Actual Cost
D. As agreed to by Tenant and the City		Annually	Actual Cost	Annually	Actual Cost

Exhibit B

City of Inver Grove Heights

2022 Fee Schedule

Format of the Fee Schedule - each department has a header with a description below that header.
An example of what those headers look like is below this statement.

City Department				
Type of License/Fee or Item Description	Code Section (if applicable)	Expiration (if applicable)	2022 Fees	

The following pages show the proposed 2022 Fee Schedule by Department



Administration				
Type of License/Fee or Item Description	Code Section (if applicable)	Expiration (if applicable)	2022 Fees	
General Fees for Services				
Copies 8x11.5 or less (per page) - Black & White = \$0.15/pg; Color = \$0.30/pg.				Varies
Copies 11x17 (per page) - Black & White = \$0.25/pg; Color = \$0.50/pg.				Varies
Large Format Copies (per page)				\$5.00
City Code Book				\$200
City Council Minutes - Per page cost equivalent to cost of copies (see above)				Varies
City Council Agendas - Per page cost equivalent to cost of copies (see above)				Varies
Notary Fee				\$5/occurrence
Service Station License				
Service Station - 1st Pump = \$60 plus \$8 for each add'l pump	4-5B-4	12/31		Varies
For Service Stations that sell 3.2 Liquor, add all fees for 3.2 Liquor, as a separate license				
Motor Vehicle Sales License (Background Investigation Is Conducted by the Police Department)				
Motor Vehicle Sales - Class A	4-5A-5	12/31	\$	300
Motor Vehicle Sales - Class B	4-5A-5	12/31	\$	100
Miscellaneous Licenses				
Vehicle Junkyard - Pay annual permit fee on January 10	4-5C-4	1/10	\$	1,000
Bowling Alley	4-3-5	12/31	\$	50
Trash Hauling Licenses				
Garbage Collection - Depends on how many services offered.	8-6-2	12/31		\$200/\$250
Gambling Premises Permit (Background Investigation Is Conducted by the Police Department)				
Gambling Premises Permit	4-7-8			N/A
Kennels Licenses				
Commercial Kennels - All Licenses are for two years, ending February 28.	5-4-9	2/28	\$	500
Non-Commercial Kennels - All License are for two years, ending February 28.	5-4-9	2/28	\$	100
Pawnbroker Licenses (Background Investigation Is Conducted by the Police Department)				
Pawnbroker License	4-2-5	12/31	\$	8,000
Reseller Transaction fee	4-2-10	N/A	\$	2
Peddler / Solicitor Permits				
Peddler's/Solicitor's License - Good for one year from date of issue	4-11-4	One Year	\$	50
Peddler's/Solicitor's Background Investigation	4-11-4 /4-11-5	N/A	\$	100
Body Art and Tattoo Parlor (Background Investigation Is Conducted by the Police Department)				
Body Art and Tattoo Parlor License	4-9-1	12/31	\$	100
Massage Therapy Licenses (Background Investigation Is Conducted by the Police Department)				
Therapeutic Massage Business License	4-8A-3	12/31	\$	200
Individual Massage Therapist License	4-8A-3	12/31	\$	55
Liquor (3.2) Licenses (Background Investigation Is Conducted by the Police Department)				
3.2 On-Sale	4-1-4	12/31	\$	350
3.2 Off-Sale	4-1-4	12/31	\$	100
Temporary 3.2 On Sale - Not to exceed 7 Days	4-1-4	7 Days	\$	30
Liquor (Intoxicating) Licenses (Background Investigation Is Conducted by the Police Department)				
License Types				
On-Sale (Includes Brew Pub)- Based on Gross Annual Sales:				
\$0-\$250,000	4-1-4	12/31	\$	3,500
\$250,001 - \$500,000	4-1-4	12/31	\$	4,500
\$500,001 - \$1,000,000	4-1-4	12/31	\$	7,000
\$1,000,001 and above	4-1-4	12/31	\$	10,000
Sunday On-Sale (Brew Pub)	4-1-4	12/31	\$	200
Sunday On-Sale	4-1-4	12/31	\$	200
On-Sale Wine	4-1-4	12/31	\$	650
Special Club On-Sale	4-1-4	12/31	\$	225
Temporary On-Sale - Not to exceed 4 Days	4-1-4	4 Days	\$	30
Culinary Class Limited On-Sale	4-1-4	12/31	\$	100
Off-Sale	4-1-4	12/31	\$	200
Temporary Off-Sale Wine - Not to exceed 3 Days	4-1-4	3 Days	\$	25
Off-Sale Small Brewer	4-1-4	12/31	\$	200
On-Sale Brew Pub Taproom with no intoxicating on-sale license	4-1-4	12/31	\$	500
One Day Consumption and Display Permit	4-1-4	1 Day	\$	30
Consumption and Display Permit	4-1-4	3/31	\$	250

Community Development Type of License/Fee or Item Description		Code (If applicable)	Expiration Date	2022 Fees
Rental License Fees				
Single Family, Condominium Unit, Townhome Unit			2 year license	\$ 50
Duplex, Triplex, Fourplex, Apartment Buildings - \$150 per bldg., plus \$15 per unit			2 year license	Varies
Investigation Fee per license			2 year license	\$ 25
Building Permit Fees				
Plan Review Fee			65% of the building permit fee when determined by valuation	
Accessory Structure / Garage / Pole Building / Shed			Based on valuation + Plan Review + State Surcharge	
Alteration/Remodel (Residential)			Based on valuation + Plan Review + State Surcharge	
Alteration/Remodel (Commercial)			Based on valuation + Plan Review + State Surcharge	
Alteration/Remodel (Multi-family)			Based on valuation + Plan Review + State Surcharge	
Basement Finish			Based on valuation + Plan Review + State Surcharge	
Certificate of Occupancy Agreement			\$	100
Cell Tower			Based on valuation + Plan Review + State Surcharge	
City Contractor License (Annual Renewal)			1 year license	\$ 50
Commercial Building			Based on valuation + Plan Review + State Surcharge	
Decks			Based on valuation + Plan Review + State Surcharge	
			Based on valuation + Plan Review + State Surcharge	
Multi-Family (3+ Units)				
Moving of Buildings			\$	300
Porch-3 season/4 season/screened			Based on valuation + Plan Review + State Surcharge	
			Based on valuation + Plan Review + State Surcharge	
Retaining Wall less than 4'			Based on valuation + Plan Review + State Surcharge	
Retaining Wall 4' or greater			Based on valuation + Plan Review + State Surcharge	
Roofing Commercial			Based on valuation + Plan Review + State Surcharge	
Roofing Multi-Family (3+ units)				
Roofing Single Family Residential (1-2 Family)			\$115 Permit Fee + State Surcharge	
SAC Fee (Sanitary Sewer Availability)			\$	2,485
Single Family Residential Home (1-2 Family)			Based on valuation + Plan Review + State Surcharge	
			Based on valuation + Plan Review + State Surcharge	
Siding Commercial			Based on valuation + Plan Review + State Surcharge	
Siding Multi-Family (3+ units)				
Siding Single Family Residential (1-2 Family)			\$115 Permit Fee + State Surcharge	
			Based on valuation + Plan Review + State Surcharge	
Solar Array Rooftop			Based on valuation + Plan Review + State Surcharge	
Solar Array Ground Mount				
Window and/or Door (Egress or change in size)			Based on valuation + Plan Review + State Surcharge	
Window and/or Door Replacement (no change in size)			Based on valuation + Plan Review + State Surcharge	
Inspections when no permit is issued			\$	105
Inspections outside of normal business hours when approved by the Director				\$150/hr

Community Development		Code	Expiration	2022
Type of License/Fee or Item Description		(If applicable)	Date	Fees
Demolition Permit Fees				
Demolition of Accessory Structures or Pool			\$110 Permit Fee + State Surcharge	
Demolition of Commercial			Based on valuation + Plan Review + State Surcharge	
Demolition of Single Family			\$110 Permit Fee + State Surcharge	
Demolition of Manufactured Home			\$110 Permit Fee + State Surcharge	
Demolition of Septic			\$110 Permit Fee + State Surcharge	
Driveway Permit Fees				
Driveway			\$	25
Fence Permit Fees				
Fence			\$	50
Fire Permit Fees				
Automatic Fire Sprinkler System			Based on valuation + Plan Review + State Surcharge	
Fire Alarm and Detection Systems and Related Equipment			Based on valuation + Plan Review + State Surcharge	
Automatic Fire Extinguishing Systems			Based on valuation + Plan Review + State Surcharge	
Smoke Control and Exhaust Systems			Based on valuation + Plan Review + State Surcharge	
Spraying or Dipping Tank, Room or Booth			Based on valuation + Plan Review + State Surcharge	
Other Construction Permits Required by Section 105.7 Fire Code			Based on valuation + Plan Review + State Surcharge	
Manufactured Home Permits				
New Manufactured Home Installation			Based on valuation + Plan Review + State Surcharge	
Mechanical Permit Fees				
Air Conditioner and/or Furnace			\$82 Permit Fee + State Surcharge	
Chimney			\$85 Permit Fee + State Surcharge	
Ductwork and Ventilation			\$85 Permit Fee + State Surcharge	
Fireplace and Gas Appliances			\$82 Permit Fee + State Surcharge	
Gas Piping and Air Test			\$82 Permit Fee + State Surcharge	
In-Floor Heating			\$82 Permit Fee + State Surcharge	
Single Family New Construction Residential			\$125 Permit Fee + State Surcharge	
Commercial and Multi-Family			\$89 Base Fee + 2% of valuation + State Surcharge	

Community Development Type of License/Fee or Item Description		Code (If applicable)	Expiration Date	2022 Fees
Plumbing Permit Fees				
Single-Family Residential				\$89 Base Fee + \$4 for each fixture
Commercial/Multi-Family				\$89 Base Fee + 2% of contracted work value in dollars
Plumbing Installation or Replacement of Single Fixture				\$89 Permit Fee + State Surcharge
PVB - Residential Lawn Irrigation				\$85 Permit Fee + State Surcharge
RPZ - Commercial or Multi-Family Lawn Irrigation				\$85 Permit Fee + State Surcharge
Sewer & Water Connection Residential				\$139 Permit Fee + State Surcharge
Sewer & Water Connection Commercial or Multi-Family				\$89 Base Fee + 2% of valuation + State
Water Heater Replacement				\$58 Permit Fee + State Surcharge
Water Softener Replacement				\$58 Permit Fee + State Surcharge
Pool Permit Fees				
Above-Ground Swimming Pools (includes fence)				Based on valuation + Plan Review + State
In-Ground Swimming Pools				Based on valuation + Plan Review + State
On-Site Septic Systems Permit Fees (includes Site Review)				
Single Family - New or Replacement of Existing / If new add \$1.00 state surcharge				\$ 469*
Commercial systems less than 4,999 gallons/day - If new add \$1.00 state surcharge				\$ 729*
Commercial systems more than 5,000 gallons/day - If new add \$1.00 state surcharge				\$ 1,499*
Tank Replacement				\$ 260
Septic Operator's Permit (three year term) - Permit Fee				\$ 35
Sign and Billboard Permit Fees				
Permanent Business Signs regardless of size				\$ 50
Billboards up to 100 square feet in area				\$ 200
Billboards over 100 square feet in area				\$ 300
Temporary Portable Signs				\$ 15
Monument/Pylon Signs				Based on valuation + Plan Review + State
Utility Connection Fees				
Utilities - NW AREA - 1" Water Core Connection				\$ 1,880
Utilities - NW AREA - 1.5" Water Core Connection Fee				\$ 4,230
Utilities - NW AREA - 10" Sewer Core Connection Fee				\$ 2,870
Utilities - NW AREA - 12" Sewer Core Connection Fee				\$ 4,110
Utilities - NW AREA - 2" Water Core Connection Fee				\$ 7,520
Utilities - NW AREA - 3" Water Core Connection Fee				\$ 16,900
Utilities - NW AREA - 4" Sewer Core Connection Fee				\$ 610
Utilities - NW AREA - 4" Water Core Connection Fee				\$ 30,080
Utilities - NW AREA - 6" or more Water Core Connection Fee				\$ 70,500
Utilities - NW AREA - 6" Sewer Core Connection Fee				\$ 1,020
Utilities - NW AREA - 8" Sewer Core Connection Fee				\$ 1,830
Utilities - NW AREA - Sewer Connection Fee				\$ 6,120
Utilities - NW AREA - Water Connection Unit Fee				\$ 3,570
Utilities - NW AREA - Water Treatment Plant Fee				\$ 760
Utilities - Outside - 1" Water Core Connection Fee				\$ 1,940
Utilities - Outside - 1.5" Water Core Connection Fee				\$ 4,350
Utilities - Outside - 10" Sewer Core Connection Fee				\$ 2,900
Utilities - Outside - 12" Sewer Core Connection Fee				\$ 4,200
Utilities - Outside - 2" Water Core Connection Fee				\$ 7,710
Utilities - Outside - 3" Water Core Connection Fee				\$ 18,280
Utilities - Outside - 4" Sewer Core Connection Fee				\$ 620
Utilities - Outside - 4" Water Core Connection Fee				\$ 30,850
Utilities - Outside - 6" or more Water Core Connection Fee				\$ 72,320
Utilities - Outside - 6" Sewer Core Connection Fee				\$ 1,050
Utilities - Outside - 8" Sewer Core Connection Fee				\$ 1,860
Utilities - Outside - Sewer Connection Fee				\$ 510
Utilities - Outside - Water Connection Unit Fee				\$ 930
Utilities - Outside - Water Treatment Plant Fee				\$ 820
Utilities - Eagan Utility Fees				\$ 2,705
Utilities - B-Line Connection Charge				\$ 1,300

Community Development			
Type of License/Fee or Item Description	Code (If applicable)	Expiration Date	2022 Fees
Water Meter Fees			
3/4" Mag/Iperl Meter			\$ 193
3/4" Mag/Iperl Meter Tax			\$ 14
1" Mag/Iperl Meter			\$ 303
1" Mag/Iperl Meter Tax			\$ 22
1 1/2" Compound/Omni Meter			\$ 1,794
1 1/2" Compound/Omni Meter Tax			\$ 128
1 1/2" Turbine/Omni Meter			\$ 1,251
1 1/2" Turbine/Omni Meter Tax			\$ 89
2" Turbine/Omni Meter			\$ 1,458
2" Turbine/Omni Meter Tax			\$ 104
2" Compound/Omni Meter			\$ 2,076
2" Compound/Omni Meter Tax			\$ 148
3" Turbine/Omni Meter			\$ 1,829
3" Turbine/Omni Meter Tax			\$ 130
3" Compound/Omni Meter			\$ 2,626
3" Compound/Omni Meter Tax			\$ 187
4" Turbine/Omni Meter			\$ 3,582
4" Turbine/Omni Meter Tax			\$ 255
4" Compound/Omni Meter			\$ 4,544
4" Compound/Omni Meter Tax			\$ 324
Single Port Radio Head			\$ 204
Single Port Radio Head Tax			\$ 15
Dual Port Radio Head			\$ 234
Dual Port Radio Head Tax			\$ 17
Zoning and Regulations			
Contractor, Trade or Business Permit	4-6-2	12/31	\$ 50
Nuisance Abatement for Mowing			\$ 70/hr.
Comprehensive Guide Plan			\$ 100
Construction Plan Sheet (22"x34")			\$ 20
Zoning & Related Land Use Regulations			\$ 75
Subdivision Code			\$ 25
Zoning Letter			\$ 100
Sewage Tank Maintenance Permit (Commercial and Residential Operating Permit)			\$ 35

Finance			
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2022 Fees
Returned Check/ACH/Credit/Debit Card Charge	N/A		\$ 30
Fire Department			
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2022 Fees
Burning Permits			
Recreational Bonfire			\$ 15
Permanent Recreational Fire Ring			\$ 25
Fire Code Permit - \$25 each, up to four permits, per Occupant within a business premise			\$ 25
Disposal permit for trees, brush, grass and other vegetative matter for the development and maintenance of land and rights-of-way. (\$100 minimum)			\$.50/cubic yard
Open Burning Permit as defined by Minnesota Rules related to open burning			\$ 25
Ventilation System Cleaning Permit			\$ 75
Fire Marshal's Report			\$0.25/page
MFIRS Report			\$0.25/page
GIS			
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration Date	2022 Fees
Fees for Maps are based on size. Custom map sizes available upon request			
Letter (8.5" x 11")			\$ 5
Tabloid (11" x 17")			\$ 10
C-size (18" x 24")			\$ 15
D-size (24" x 36")			\$ 20
E-size (36" x 48")			\$ 25
Additional Shipping/Handling Fees for map products delivered by mail			Varies
Mailed in Envelope (large maps folded):			
Letter or Tabloid			\$ 2
C (18" x 24") or D (24" x 36") size			\$ 3
E-size (36" x 48")			\$ 4
Mailed in Tube:			
Letter or Tabloid			\$ 3
C-size (18" x 24")			\$ 4
D-size (24" x 36")			\$ 5
E-size (36" x 48")			\$ 6
Other Methods:			
CD Mailed			\$ 2
Custom Map Production Using Existing Data			Varies
Subject to an hourly fee of \$50 (half hour min.) in addition to size-based map fee			
Custom Map Production with Data Development			Varies
Subject to an hourly fee of \$100 (half hour min.) in addition to size-based map fee			
Electronic Data - Cost provided per request			Varies
Vector: shapefile or CAD			Varies
Raster: IMG, TF, SID			Varies
Graphic Files: JPG, PDF, TIF, AVI			Varies
GIS Data or Graphic Files			Varies
Delivery on CD			\$ 10
Delivery by email			\$ 5

**Parks and Recreation
PARKS USAGE**

		2022		2022	
	Frequency	Resident Fee		Non Resident	
Park Shelters *excl. Swing Bridge Park	5 Hour Block	\$	70	\$	70
Park Shelter * Swing Bridge Park Only	5 Hour Block	\$	110	\$	110
Additional trash barrels/picnic tables	NA	\$	52	\$	62
Add portable restroom to rental	Per Day	\$	85	\$	95
Add portable restroom cleaning	Per unit	\$	65	\$	75
Add ADA portable restroom cleaning	Per unit	\$	135	\$	145
Outdoor Ice Rink *	Per hour	\$	30	\$	30
Outdoor Ice Rink w/Attendant *	Per hour	\$	40	\$	50
Outdoor Rink Lights	Per hour	\$	42	\$	42
Neighborhood Park/School Athletic Field	Per use	\$	40	\$	50
Tennis Courts (Each Court)	Per Hour	\$	7	\$	9
Rich Valley Baseball Field Game/Practice	Youth	\$	90	\$	115
Rich Valley Baseball Field Game/Practice	Adult	\$	105	\$	125
Rich Valley Softball Field Game/Practice	All Ages	\$	70	\$	90
RichValley/Skyview Soccer Fld Game/Practice	Youth	\$	90	\$	110
RichValley/Skyview Soccer Fld Game/Practice	Adult	\$	105	\$	125
Rich Valley Soccer Game/Practice	1/2 Field	\$	60	\$	70
Rich Valley Lights	Per hour	\$	50	\$	70
Add Chalk Lines	Per park	\$	25	\$	35
IGH Baseball, Softball & Soccer Association Tournament Fee-Per Field (minimum maint)	Per Day	\$	110	\$	110
Rich Valley Field Tournament Fee - Each Field (minimum maintenance)	Daily	\$	-	\$	-
Rich Valley Field Tournament Fee - Youth Baseball - Each Field (minimum maint)	Per Game	\$	95	\$	120
Rich Valley Field Tournament Fee - Adult Baseball- Each Field (minimum maint)	Per Game	\$	110	\$	130
Rich Valley Field Tournament Fee - Youth Softball Each Field (minimum maint)	Per Game	\$	75	\$	95
Rich Valley Field Tournament Fee - Adult Softball - Each Field (minimum maint)	Per Game	\$	95	\$	115
Rich Valley Tournament Vendor Fee	Per Weekend	\$	115	\$	125
Rich Valley Tournament Vendor Fee	Per Day	\$	75	\$	85
Tournament cancellation fee (Two week notification required)	Full reservation		15%		15%
Rich Valley Concession Stand	Per Weekend	\$	260	\$	260
Rich Valley Concession Stand	Per Day	\$	105	\$	130
Rich Valley Add'l Mntnc - staff, equipment, supplies - up to 4 Fields	Per hour	\$	80	\$	100
Rich Valley Add'l Mntnc - staff, equipment, supplies - 5 Fields or more	Per hour	\$	100	\$	125
Local Athletic Assoc. User Fee	Per Player	\$	15	\$	22
Disc Golf Annual Pass	Annual	\$	30	\$	40
Disc Golf Daily Pass	Per Day	\$	5	\$	5
Disc Golf Tournament	Per Day	\$	220	\$	245
Disc Golf Tournament	Per Weekend	\$	520	\$	545
Mountain Bike Course	Per Day	\$	510	\$	535
Community Garden Plot (Large/Small)	Per Garden		\$34/\$32		\$34/\$32
Dog Park (Dog 1)	Annual	\$	20	\$	30
Dog Park (Dog 2)	Annual	\$	15	\$	25
Dog Park Lost Pass Replacement	Each Time	\$	5	\$	5
Pickleball Court Fees (per court)	Per Hour	\$	7	\$	9
Pickleball Tournament (all courts)	Per Hour	\$	100	\$	120
<i>*Requires damage deposit</i>					
•All fees include tax.					
•Manager has discretion to negotiate off-peak time usage rates.					

Parks and Recreation GOLF COURSE		2022 Resident Fee		2022 Non Resident
	Frequency			
Inver Wood Golf Course				
Pull-Cart Rental				
Pull Cart Rental	Per Round	\$	4.50	\$ 4.50
Golf Car Rental				
Golf Car - 18 Holes - Adult	Per Round	\$	21	\$ 21
Golf Car - 9 Holes - Adult	Per Round	\$	13.50	\$ 13.50
Golf Car - Executive Course - Adult	Per Round	\$	8	\$ 8
Golf Car - 18 Holes - Senior	Per Round	\$	15.50	\$ 15.50
Golf Car - 9 Holes - Senior	Per Round	\$	13.50	\$ 13.50
Golf Car - Executive - Senior	Per Round	\$	7.50	\$ 7.50
Twilight Golf Car - Adult	Per Round	\$	16	\$ 16
Twilight Golf Car - Senior	Per Round	\$	12.50	\$ 12.50
Twilight Golf Car -Executive	Per Round	\$	8	\$ 8
Driving Range				
Driving Range Balls-Large Bucket	Per Bucket	\$	12	\$ 12
Driving Range Balls-Medium Bucket	Per Bucket	\$	9	\$ 9
Driving Range Balls-Small Bucket	Per Bucket	\$	6	\$ 6
Foot Golf - Ball Rental	Per Round	\$	3.00	\$ 3.00
Player's Card				
Player's Card - See Discounts in Green Fees	Per Season	\$	90.00	\$ 110.00
Annual - Platinum Memberships				
Season Pass - Adult Single Ages 19 - 59	Annual	\$	2,499	\$ 2,499
Season Pass - Adult Couple Ages 19 - 59 (Same Household)	Annual	\$	3,699	\$ 3,699
Season Pass - Additional Dependent(Family 18 and under)	Annual	\$	250	\$ 250
<i>Platinum Membership Includes Greens Fees, Range Balls, Golf Car, Play any day, any time, includes holidays.</i>				
Annual - Regular Memberships				
Season Pass - Adult Single Ages 19 - 59	Annual	\$	1,300	\$ 1,300
Season Pass - Adult Couple Ages 19 - 59	Annual	\$	2,300	\$ 2,300
Season Pass - Senior Single Age 60	Annual	\$	1,000	\$ 1,000
Season Pass - Junior Age 18 and Under	Annual	\$	600	\$ 600
<i>Regular Membership Includes Greens Fees only. Play any day, any time, includes holidays.</i>				
Annual - Restricted Memberships				
Season Pass - Adult Single Ages 19 - 59	Annual	\$	900	\$ 900
Season Pass - Adult Couple Ages 19 - 59	Annual	\$	1,500	\$ 1,500
Season Pass - Additional Dependent(Family 18 and under)	Annual	\$	200	\$ 200
<i>Restricted Membership Includes Greens Fees only. Good for Play Monday - Thursday, Holidays NOT included.</i>				

**Parks and Recreation
GOLF COURSE**

			2022	2022
	Frequency		Resident Fee	Non Resident
Daily Greens Fees Monday through Thursday, 7:00 am to 5:00 pm and Fridays 7:00 am to 12:00 noon				
18 Holes Greens Fees Adult Age 19 - 59	Per Round	\$	39	\$ 39
18 Holes Greens Fees Senior Age 60	Per Round	\$	28	\$ 28
18 Holes Greens Fees Junior Age 18 and Under	Per Round	\$	28	\$ 28
18 Holes - Player's Card Fee	Per Round	\$	34	\$ 34
9 Holes Greens Fees Adult Age 19 - 59	Per Round	\$	22	\$ 22
9 Holes Greens Fees Senior Age 60	Per Round	\$	16	\$ 16
9 Holes Greens Fees Junior Age 18 and Under	Per Round	\$	16	\$ 16
9 Holes - Player's card Fee	Per Round	\$	19	\$ 19
9 Holes Greens Fees - Executive Course	Per Round	\$	16.50	\$ 16.50
9 Holes Greens Fees - Executive Course Sr/Jr.	Per Round	\$	12	\$ 12
9 Holes Greens Fees - Executive Course Player's Card Fee	Per Round	\$	13.50	\$ 13.50
Daily Greens Fees EVERYDAY, 5:00 pm to Close - "Twilight" Play				
18 Holes Greens Fees Adult Age 19 - 59	Per Round	\$	30	\$ 30
18 Holes Greens Fees Senior Age 60	Per Round	\$	20	\$ 20
18 Holes Greens Fees Junior Age 18 and Under	Per Round	\$	20	\$ 20
9 Holes Greens Fees Adult Age 19 - 59	Per Round	\$	22	\$ 22
9 Holes Greens Fees Senior Age 60	Per Round	\$	16	\$ 16
9 Holes Greens Fees Junior Age 18 and Under	Per Round	\$	16	\$ 16
Twilight Player's Card Fee	Per Round	\$	24	\$ 24
Daily Greens Fees Friday 12:00 noon - 5:00 pm, Saturday and Sunday 6:00 am to 12:00 noon				
18 Holes Greens Fees Adult Age 19 - 59	Per Round	\$	46.50	\$ 46.50
18 Holes Greens Fees Senior Age 60	Per Round	\$	35.50	\$ 35.50
18 Holes Greens Fees Junior Age 18 and Under	Per Round	\$	35.50	\$ 35.50
18 Holes Greens Fees - Player's Card Fee	Per Round	\$	39	\$ 39
9 Holes Greens Fees Adult Age 19 - 59	Per Round	\$	31	\$ 31
9 Holes Greens Fees Senior Age 60	Per Round	\$	24	\$ 24
9 Holes Greens Fees Junior Age 18 and Under	Per Round	\$	24	\$ 24
9 Holes Greens Fees - Player's Card Fee	Per Round	\$	22	\$ 22
Executive - Adult Age 19 - 59	Per Round	\$	20	\$ 20
Executive - Senior Age 60	Per Round	\$	12.50	\$ 12.50
Executive - Junior Age 18 and Under	Per Round	\$	12.50	\$ 12.50
Executive - Player's Card Fee	Per Round	\$	16.50	\$ 16.50
Daily Greens Fees Saturday and Sunday 12:00 noon to 5:00 pm				
18 Holes Greens Fees Adult Age 19 - 59	Per Round	\$	39	\$ 39
18 Holes Greens Fees Senior Age 60	Per Round	\$	28	\$ 28
18 Holes Greens Fees Junior Age 18 and Under	Per Round	\$	28	\$ 28
9 Holes Greens Fees Adult Age 19 - 59	Per Round	\$	22	\$ 22
9 Holes Greens Fees Senior Age 60	Per Round	\$	16	\$ 16
9 Holes Greens Fees Junior Age 18 and Under	Per Round	\$	16	\$ 16
Player's Card Fee - 18 Hole Greens Fee	Per Round	\$	33.50	\$ 33.50
Player's Card Fee - 9 Hole Greens Fee	Per Round	\$	19	\$ 19
Player's Card Fee - Executive Greens Fee	Per Round	\$	13.50	\$ 13.50

**Parks and Recreation
VMCC/GROVE USAGE**

		2022	2022
	Frequency	Resident Fee	Non Resident
VMCC/Grove			
National Guard Room A, B, C	Per Hour	\$ 37	\$ 47
Brightside Room and Community Room 1, 2, 3	Per Hour	\$ 42	\$ 52
Community Room Kitchen	Per Day	\$ 25	\$ 25
PA System	Per Day	\$ 25	\$ 25
Screen/Projector	Per Day	\$ 15	\$ 15
TV/DVD	Per Day	\$ 25	\$ 25
Room Rental Attendant	Per Hour	\$ 40	\$ 40
Gymnasium - Athletic	Per Hour	\$ 70	\$ 80
1/2 Gymnasium - Athletic	Per Hour	\$ 40	\$ 50
Gymnasium - Weekday (M-F)	Per Hour	\$ 90	\$ 100
Gymnasium - Wedding Package (0-300 ppl)	Per Day	\$ 900	\$ 1,300
National Guard Gym Kitchen	Per Day	\$ 90	\$ 90
Alcohol- Officer	Flat fee per hour	\$ 77	\$ 77
West Rink-Turf	Per Hour	\$ 90	\$ 100
Childcare Drop-In Rate (non-member) - Per Child	Per Hour	\$ 3.50	\$ 3.50
Childcare Employee Rate - Per Child	Per Hour	\$ 1	\$ 1
Membership - Single Enrollment Fee	One-Time	\$ 49	\$ 59
Membership - Dual Enrollment Fee	One-Time	\$ 49	\$ 59
Membership - Household Enrollment Fee	One-Time	\$ 49	\$ 59
Membership - Senior (60+)	Annual	\$ 459	\$ 459
Membership - Single	Annual	\$ 592	\$ 592
Membership - Dual	Annual	\$ 796	\$ 796
Membership - Household (up to 6)	Annual	\$ 918	\$ 918
Membership - PCA added to household	Annual	\$ 17	\$ 17
Membership - Senior (60+)	Monthly	\$ 45	\$ 45
Membership - Single	Monthly	\$ 58	\$ 58
Membership - Dual	Monthly	\$ 78	\$ 78
Membership - Household (up to 6)	Monthly	\$ 90	\$ 90
Membership - PCA added to household	Monthly	\$ 17	\$ 17
Corporate Membership - Senior	Monthly	\$ 39	\$ 39
Corporate Membership - Single	Monthly	\$ 49	\$ 49
Corporate Membership - Dual	Monthly	\$ 69	\$ 69
Corporate Membership - Household	Monthly	\$ 79	\$ 79
10-time Pass-Household	10 visits	no longer selling	no longer selling
Membership Upgrade or Downgrade fee	per grade	\$ 10	\$ 10
Daily Admission - Youth (1-11-year-old)/Senior (60+ year old)	Daily	\$ 6	\$ 6
Daily Admission - Adult (Ages 12+)	Daily	\$ 9	\$ 9

**Parks and Recreation
VMCC/GROVE USAGE**

		2022	2022
	Frequency	Resident Fee	Non Resident
VMCC/Grove, continued			
10-time Pass - Youth/Senior	10 Visits	\$ 54	\$ 54
10-time Pass - Adult	10 Visits	\$ 81	\$ 81
ATM Transaction Fee	Each Time	\$ 3	\$ 3
Open Gym	Daily	\$ 4	\$ 6
Open Gym - Members	Daily	Free	Free
Open Pickleball-Members	Daily	Free	Free
Open Pickleball-Non-Members	Daily	\$ 5	\$ 5
Open Pickleball-Non-Members	10 Visits	\$ 45	\$ 45
Fitness Studio Rental	Per Hour	\$ 55	\$ 60
Fitness TRX Room Rental	Per Hour	\$ 40	\$ 50
Open Skate - 12 & older	Daily	\$ 5	\$ 5
Open Skate - 1-11 years of age	Daily	\$ 4	\$ 4
Open Skate - Members	Daily	Free	Free
10-time Pass Open Skate 12 & Older	10 Visits	\$ 45	\$ 45
10-time Pass Open Skate 1-11 years of age	10 Visits	\$ 36	\$ 36
10-time Pass Open Hockey	10 Visits	\$ 54	\$ 54
Daily Admission-Open Freestyle	Daily	\$ 10	\$ 10
10-time Pass-Open Freestyle	10 Visits	\$ 90	\$ 90
Skate Rental	Daily	\$ 2	\$ 2
Open Hockey	Daily	\$ 6	\$ 6
Shower Rental	Daily	\$ 5	\$ 5
Towel Rental	Daily	\$ 1	\$ 1
Locker Rental (small)	Annual	No longer selling	no longer selling
Locker Rental (large)	Annual	no longer selling	no longer selling
Locker Rental (small)	Monthly	no longer selling	no longer selling
Locker Rental (large)	Monthly	no longer selling	no longer selling
Birthday Party Rental-Friday	Per use	\$ 250	\$ 250
Birthday Party Rental-Wknd Up to 16 ppl	Per Use	\$ 250	\$ 250
Birthday Party Rental-Wknd up to 30 ppl	Per Use	\$ 350	\$ 350
Skating Birthday Party Rental- up to 16 ppl	Per Use	\$ 195	\$ 195
Individual Lane Line	Per Hour	no longer selling	no longer selling
Leisure Pool- Water Park - Minimum 2 hours	Per Hour	\$ 250	\$ 270
Leisure Pool- Water Park (outside rental hours) - Minimum 2 hours	Per Hour	\$ 300	\$ 320
Lap Pool - Minimum 4 hours	Per Hour	\$ 80	\$ 80
Diving Well	Per Hour	\$ 90	\$ 90
Swim Event (Lap and Diving)	Per Hour	\$ 175.00	\$ 175.00
Simley High School -Indiv Lane	Per Hour	\$ 7.50	\$ 7.50
Simley High School-Lap Pool	Per Hour	\$ 49.50	\$ 49.50
Simley High School-Diving Well	Per Hour	\$ 40.75	\$ 40.75
Simley High School- Swim Event	Per Hour	\$ 73.75	\$ 73.75

- All month-to-month members can receive a 15% discount off 12 months paid in full (fee listed reflects discount)
- All fees include tax
- Pool rentals includes lifeguard fee(s)
- Swim Event rental does not include lifeguard fee(s)
- Employee membership rates are also available to City Council members and active Commission members.
- Manager has discretion to negotiate off-peak time usage rates for swimming pools.
- Seasonal staff working at the VMCC are afforded free use of the facility during their employment this does not include their spouse or family members.

**Parks and Recreation
VMCC ARENA**

ICE TIME

October 1, 2021 - March 12, 2022

Days and Time of Day	Designation	Mon - Fri	Sat - Sun
Monday - Friday 3:00 pm – 9:59 pm	Prime	\$ 220	
Monday - Friday Before 3:00 pm and after 10:00 pm	Non Prime	\$ 150	
Saturday and Sunday 7:00 am – 8:59 pm	Prime		\$ 220
Saturday and Sunday Before 7:00 am and after 9:00 pm	Non Prime		\$ 150

October 1, 2022 - March 12, 2023

Days and Time of Day	Designation	Mon - Fri	Sat - Sun
Monday - Friday 3:00 pm – 9:59 pm	Prime	\$ 220	
Monday - Friday Before 3:00 pm and after 10:00 pm	Non Prime	\$ 150	
Saturday and Sunday 7:00 am – 8:59 pm	Prime		\$ 220
Saturday and Sunday Before 7:00 am and after 9:00 pm	Non Prime		\$ 150

March 13, 2022 - September 30, 2022

Days and Time of Day	Designation	Mon - Fri	Sat - Sun
Monday - Friday 5:00 pm – 8:59 pm	Prime	\$ 160	
Monday - Friday Before 5:00 pm and after 9:00 pm	Non Prime	\$ 145	
Saturday and Sunday 9:00 am – 7:59 pm	Prime		\$ 160
Saturday and Sunday Before 9:00 am and after 8:00 pm	Non Prime		\$ 145

- * - Certain restrictions apply to availability, reservations, and terms of usage.
- Fees do not include tax
- Manager has discretion to negotiate early and late ice time rates

Twilight Player's Card Fee	Per Round	\$ 24	\$ 24
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Police Department		Code Section	Expiration	2022
Type of License/Fee or Item Description		(If applicable)	(if applicable)	Fees
General Fees for Services				
Inv. For DCSS Foster Care/Day Care			\$	10
Clearance Letter for Records Check			\$	20
All other Police reports/Data/Accident Reports (No charge to victim of domestic assault)			\$	10
Minimum charge starts at \$10				
Requests of 100 or more pages will be based on the actual cost of retrieving the data				
Body cam / Squad Camera Video/Audio - each			\$	25
Pound Redemption Fees (Animal Control)			\$	35
Dog Found Unvaccinated		5-4-3		misdemeanor
Reseller (Pawn etc.) Transaction fee		4-2-10		\$1.50
Police Officer and Squad Car Off-Duty Charge (Within City Limits)				\$72/hr.
Police Officer and Squad Car Off-Duty Charge (Outside City Limits, With Signed Contract)				\$77.25/hr.
Photographs - Printed or Digital				
1-10 photos			\$	10
11-25 photos			\$	25
26-40 photos			\$	40
41+ photos			\$	50
CD/DVD			\$	20
Excessive Consumption of City Services				
Excess code inspections (4 or more)		4-15-1	\$	250
Excess police/nuisance calls		4-15-1	\$	250
Large Assemblies				
Initial Application (Rates increase based on City services for the event, up to \$5,000.)		4-14-1	\$	250
Court-Ordered Firearm Seizures/Surrenders				
Court-Ordered Firearm Seizures/Surrenders		N/A		No Cost
Volunteer Surrender of Firearm by Civil Order				
Intake Fee			\$	50
Storage of Firearm				\$0.50/day
Firearm Release Fee			\$	50
Abandoned Firearm - Proceeds of sale, less actual disposal fees, returned to owner. If owner cannot be contacted remainder goes into the General Fund				Revenue minus Costs
Dangerous Dogs				
Dangerous Dog Yard Sign (Required)			\$	8
Dangerous Dog Tag (Required)			\$	2
Appeal Fees for Dangerous & Potentially Dangerous Dog Declarations - If designation is upheld, the fee shall be the actual expenses of the hearing, not to exceed \$1,000		5-4-6	\$	300
False Alarm Response Fees				
1st False Alarm: Letter sent to home/business owner				Warning
2nd False Alarm: Letter sent to home/business owner				Warning
3rd False Alarm:			\$	100
4th False Alarm:			\$	200
5th False Alarm:			\$	300
Initial Massage Therapy Licenses Background Investigations				
Initial Therapeutic Massage Business (Investigation Includes 1 Therapist)		4-8A-4	\$	500
Initial Therapeutic Massage Individual Therapist			\$	175
Out-of-State Background Investigation (last 5 years of residence) - Varies by State				Varies
Annual Massage Therapy Licenses Background Investigations (Renewals)				
Annual Background Investigation - Massage Business Renewal (Includes Annual Site inspection)			\$	200
Annual Background Investigation - Individual Therapist (Renewal)			\$	50

Police Department			
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2022 Fees
Initial Liquor License and Pawnshop Background Investigations			
Single, Natural Person	4-1-9	\$	250
Club	4-1-9	\$	325
Partnership (2 Partners)	4-1-9	\$	400
Corporation/LLC			
2 Partners or Officers	4-1-9	\$	400
3 - 5 Partners or Officers	4-1-9	\$	500
6 Partners or Officers	4-1-9	\$	600
7 Partners or Officers	4-1-9	\$	700
8 Partners or Officers	4-1-9	\$	800
9 Partners or Officers	4-1-9	\$	900
10 or More Partners or Officers	4-1-9	\$	1,000
Out-of-State Background Investigation (last 5 years of residence) - Varies by State			Varies
Annual Background Investigation Liquor and Pawnshop Licenses (Renewals)			
Includes Compliance Checks (Each Business)		12/31	\$ 125
Other Background Investigations - Liquor and Pawnshop Licenses			
Change of Ownership, Officers or Operating/General Manager (Each Individual Person)		12/31	\$ 250
Out-of-State Background Investigation (last 5 years of residence) - Varies by State		12/31	Varies
Motor Vehicle Background Investigations			
Initial Motor Vehicle Background Investigation (Each Individual Person)		\$	300
Renewal Motor Vehicle Background Investigations		\$	125
Gambling Premises Permit Background Investigations			
Initial Gambling Premises Permit Background Investigation	4-7-8	\$	250
Body Art and Tattoo Parlor Background Investigations			
Initial Body Art and Tattoo Parlor Background Investigation	4-9-1		\$500 initial
Renewal Background Investigation Body Art and Tattoo Parlor License	4-9-1	\$	50
Out-of-State Background Investigation (last 5 years of residence) - Varies by State	4-9-1		Varies

Public Works

Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2022 Fees
Land Alteration Permit (Plan Checking)			
0 up to 30 cubic yards			No fee
30 up to 500 cubic yards.			Base Fee of \$25 + add \$0.25 per cubic
500 up to 10,000 cubic yards. Base Fee of \$150 plus add \$0.03 per cubic yard.			Base Fee of \$150 + add \$0.03 per cubic yard.
10,000 up to 100,000 cubic yards. Base Fee of \$950 plus add \$0.005 per cubic yard.			Base Fee of \$950 + add \$0.005 per cubic yard.
100,000 cubic yards or more. Base Fee of \$1,150 plus add \$0.003 per cubic yard.			Base Fee of \$1,150 + add \$0.003 per cubic yard.
Land Alteration Permit (Grading Inspection)			
0 up to 30 cubic yards			No Fee
30 up to 500 cubic yards			Base Fee of \$25 + add \$0.25 per cubic yard.
500 up to 10,000 cubic yards			Base Fee of \$150 + add \$0.02 per cubic yard.
10,000 up to 100,000 cubic yards			Base Fee of \$550 + add \$0.005 per cubic yard.
100,000 cubic yards or more			Base Fee of \$800 + add \$0.03 per cubic yard.
All land alteration permits require a surety, based on the area disturbed, to guarantee final restoration			
Annual Renewal	N/A	Annually	\$ 75
Meter Testing			
5/8" meter			\$ 135
3/4 " meter			\$ 135
1" meter			\$ 135
1.5" meter			\$ 165
2" meter			\$ 165
Compound Meter			\$ 350
Water Shut-Offs and Turn-Ons			\$ 25
Miscellaneous			
Assessment Search			\$ 15
Capital Improvement Plan			\$ 25
Water Resources Management Plan			\$ 290
Right-of-Way (Street Opening) Permit			\$ 75
<i>Surety may be required to ensure that the street is properly restored.</i>			
Overweight Load Permit			\$ 50 per load
Driveway Permit			\$ 25
Erosion Control Tracking			
Single Family Home			\$ 50
Multi Family or other Large Building			\$ 89
Hydrant Meters			
Hydrant, Meter, or Valve Damage Deposit			\$ 1,500
Daily hydrant/meter rental fee			Base fee of \$2 per day plus cost of water
Small Wireless Facility Row Permit			
Up to five (5) small wireless facilities			\$ 500
Each additional small wireless facility, maximum of ten additional per application.			\$ 100/each
Permit Surety Escrow Fee paid by Tenant prior to approval of Row Permit			\$ 2,500
Small Wireless Facility Annual Rental per Wireless Support Structure		Annually	\$ 175
Small Wireless Facility Electrical Fee			
A. Per radio node less than or equal to 100 maximum watts		Annually	\$ 876
B. Per radio node over 100 maximum watts		Annually	\$ 2,184
C. Per radio node if the actual costs exceed the amount in item A. or B. above		Annually	Actual Cost
D. As agreed to by Tenant and the City		Annually	Actual Cost