



Inver Grove Heights City Council
Monday, April 28, 2025 at 6:00 PM
8150 Barbara Ave, Inver Grove Heights, MN 55077

AGENDA

NOTICE TO RESIDENTS: Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to **12:00 p.m.** on Monday, April 28, 2025, will be provided to the Council at or before the April 28, 2025 meeting. To watch remotely, individuals may go to www.townsquare.tv/webstreaming or watch from Cable TV Live on the Second and Fourth Mondays of the month at 6 p.m. on Channel 14/799 HD.

1. **Call to Order**
2. **Roll Call**
3. **Approval of Agenda**
4. **Presentations**
5. **Consent Agenda**

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

- A. Approval of Disbursements
- B. Personnel Actions
- C. Renewal of Advertising Bench Permits
- D. Resolution Amending Technology Fund Budget to Extend Fiber Conduit to Groveland Park
- E. Renewal of Printer/Copier Contract with Marco Technologies LLC
- F. Approval to Purchase Replacement Laptops for Police Squad Cars
- G. Resolution Approving the Purchase of New and Trade-In of Old Fitness Equipment for the Veterans Memorial Community Center
- H. Resolution Awarding Contract for Construction Support for 2025 Pavement Management Initiative (City Projects No. 2025-09D & 2025-09E)
- I. Resolution Awarding Contract for Construction Testing and Construction Survey Services for the 2025 Pavement Management Initiative (2025-09G)
- J. Resolution Amending the 2025 List of Authorized Official Depositories
- K. Resolutions Accepting Bid, Awarding Contract and Approving Budgets for City Project No. 2210 - Heritage Village Park Phase 5
- L. Resolution Authorizing Memorandum of Understanding for SkillBridge Program

M. Approval of Rubbish Hauler License Renewals

6. **Public Hearing**

- A. Application for Tobacco Retail Sales License - A&M Liquor
- B. Renewal of Body Art License
- C. License Renewals for Massage Therapy Businesses and Individual Massage Therapists
- D. Therapeutic Massage Business License - Renewal Application from Oyespa
- E. Consideration of Massage Therapist License - Sean Murphy

7. **Regular Business**

- A. Rental Housing Licenses
- B. Conveyance of Easements to Dakota County for Veterans Memorial Greenway
(Continued from April 14 Meeting)
- C. Ordinance Amending the 2025 City Fee Schedule
- D. 1st Reading of Ordinance Amending City Code Related to Temporary Expansion of Premise for On-Sale Liquor License Holders

8. **Public Comment**

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

9. **Mayor and Council Comments**

10. **Adjourn**

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



Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: April 28, 2025
ITEM TYPE: Consent Agenda
CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving disbursements for the period of April 9 – 22, 2025.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of April 9 – 22, 2025. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$534,348.79
Special Revenue	98,859.73
Debt Service	-
Capital Projects	36,723.65
Enterprise	1,344,582.05
Internal Service	361,764.43
Escrows	4,074.37
Total - All Funds	\$2,380,353.02

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the disbursements as presented.

ATTACHMENTS

1. Resolution 04.28.2025
2. Disbursements Listing (4.9.2025 - 4.22.2025)

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

RESOLUTION NO. ____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF
APRIL 9, 2025 - APRIL 22, 2025.**

WHEREAS, a detailed listing of disbursements for the period of April 9, 2025 - April 22, 2025 was presented to council for approval.

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

Fund Type	Amount
General Fund	\$534,348.79
Special Revenue	98,859.73
Debt Service	-
Capital Projects	36,723.65
Enterprise	1,344,582.05
Internal Service	361,764.43
Escrows	4,074.37
Total - All Funds	\$2,380,353.02

Approved by the City of Inver Grove Heights, Minnesota this 28th day of April 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Payment Dates 4/9/2025 - 4/22/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
LELS	INV0214193	04/04/2025	UNION DUES (LELS LIEUTENA...	101.0000.000.2041	292.00
INTERNATIONAL UNION OF O...	INV0214198	04/04/2025	UNION DUES IUOE-49 REGUL...	101.0000.000.2041	245.00
INTERNATIONAL UNION OF O...	INV0214199	04/04/2025	UNION DUES IUOE-49 WORKI...	101.0000.000.2041	121.31
IUOE	INV0214200	04/04/2025	UNION DUES IUOE-70	101.0000.000.2041	1,918.50
LELS LOCAL #84	INV0214201	04/04/2025	UNION DUES (LELS)	101.0000.000.2041	2,701.00
LELS	INV0214215	04/04/2025	UNION DUES (LELS SGT)	101.0000.000.2041	511.00
MINNEAPOLIS OXYGEN CO.	0000141482	04/10/2025	O2 cylinder rental	101.2200.000.5430	234.28
BJORKLUND COMPENSATION ...	00004712	04/10/2025	Job Evaluation	101.1100.000.5310	360.00
EXPERT TREE SERVICE AND SC...	12591	04/10/2025	tree work	101.3200.000.5415	325.00
ACME TOOLS	14158602	04/10/2025	gear wrench	101.2200.000.5160	330.02
CULLIGAN	157984591006x033125	04/10/2025	bottled water and equipment ...	101.2200.000.5310	140.78
CULLIGAN	157984591188x033125	04/10/2025	bottled water and solar salt St...	101.2200.000.5310	112.05
CULLIGAN	157985524824x033125	04/10/2025	RV bottled water rental 3.2025	101.4200.000.5430	11.30
CULLIGAN	157986034674x033125	04/10/2025	bottled water, solar salt & equ...	101.2200.000.5310	174.94
FIRST IMPRESSION GROUP	167392	04/10/2025	Spring 2025 Insights mailing s...	101.1300.000.5325	260.00
FIRST IMPRESSION GROUP	167392	04/10/2025	Spring 2025 Insights printing	101.1300.000.5333	10,555.00
FIRST IMPRESSION GROUP	167439	04/10/2025	Veteran's greenway trail mtg ...	101.4200.000.5330	75.00
GERTENS	235143/12	04/10/2025	Grass Seed	101.3200.000.5125	95.95
DAKOTA AWARDS & ENGRAV...	29120	04/10/2025	Name tag for Assistant City En...	101.3100.000.5105	12.00
DAKOTA AWARDS & ENGRAV...	29120	04/10/2025	Name Tag - Planning Manager	101.5100.000.5105	12.00
DAKOTA AWARDS & ENGRAV...	29120	04/10/2025	Name Plates - Planning Mana...	101.5100.000.5105	17.00
RATWIK, ROSZAK & MALONEY,...	3/1/2025	04/10/2025	Investigation (Fire Dept. 2025)	101.1120.000.5310	5,387.16
SOCCER SHOTS	3/10/2025	04/10/2025	contracted services for presch...	101.4300.454.5310	1,950.00
KENISON, TERRI	3/31/2025	04/10/2025	cleaning stations 1, 2 & 3	101.2200.000.5310	1,600.00
SOLBERG AGGREGATE CO	30362	04/10/2025	Class 5 Gravel	101.3200.000.5125	487.99
CIVICPLUS	332487	04/10/2025	Civic Clerk Agenda Module	101.1140.000.5395	5,672.14
MN GLOVE & SAFETY, INC.	351786	04/10/2025	parks uniforms	101.4200.000.5175	225.95
LANDFORM PROFESSIONAL S...	36584	04/10/2025	Contracted Planning Services	101.5100.000.5310	20,542.50
FURRENESS, IONE	4/7/2025	04/10/2025	Refund of Massage License Fee	101.0000.000.4118	75.00
PUSH PEDAL PULL	400619	04/10/2025	Fitness Equipment Service Trip	101.4300.454.5310	157.50
TIMOTHY BROOKS	42841	04/10/2025	helmets for firefighters	101.2200.000.5175	807.22
STREAMLINE DESIGN INC	43595	04/10/2025	uniforms for Ramirez	101.2200.000.5175	134.00
STREAMLINE DESIGN INC	43613	04/10/2025	uniform shirts for weldon	101.2200.000.5175	122.00
PERA	5420-00	04/10/2025	Omitted Deductions Thomas S...	101.2000.000.5060	4,608.02
HOLMES DESIGN, INC.	5604	04/10/2025	Summer 2025 parks & rec bro...	101.4300.459.5310	1,400.00
HOLMES DESIGN, INC.	5605	04/10/2025	Beth Holmes contractual desi...	101.4300.459.5310	710.20
IOWA PARK & RECREATION A...	5906	04/10/2025	Aquatics supervisor job posting	101.1100.000.5330	150.00
BOUND TREE MEDICAL LLC	85728452	04/10/2025	medical supplies for the trucks	101.2200.000.5190	601.62
POTTERS INDUSTRIES LLC	91448498	04/10/2025	traffic paint reflective spheres	101.3200.000.5125	4,380.00
CINTAS CORPORATION	9314825626	04/10/2025	RV AED agreement 3.2025	101.4200.000.5310	134.42
ENTERPRISE FM TRUST	FBN5280421	04/10/2025	Vehicle Leases 03.2025	101.2000.000.5430	16,337.23
INNOVATIVE OFFICE SOLUTIO...	IN4789167	04/10/2025	8.5 x 11 Frames	101.4300.459.5105	58.26
INNOVATIVE OFFICE SOLUTIO...	IN4793004	04/10/2025	Address Labels, Envelopes, No...	101.5000.000.5105	108.96
INNOVATIVE OFFICE SOLUTIO...	IN4793400	04/10/2025	Sharpie Markers, Batteries, No...	101.4300.459.5105	125.55
INNOVATIVE OFFICE SOLUTIO...	IN4793418	04/10/2025	Pens and File Folders	101.4300.459.5105	86.09
INNOVATIVE OFFICE SOLUTIO...	IN4793691	04/10/2025	Disinfectant wipes	101.5000.000.5105	8.27
INNOVATIVE OFFICE SOLUTIO...	IN4802160	04/10/2025	Letter opener, tape dispenser,...	101.5100.000.5105	35.84
ZORO TOOLS, INC.	INV16050296	04/10/2025	laser pole and kit	101.2200.000.5160	598.00
ADVANCED ENGINEERING AN...	P05273-2024-001	04/10/2025	Rate Model Updates 11.30-12...	101.1800.000.5310	8,230.75
JUSTFOIA, INC.	RN22216	04/10/2025	Data Request Module	101.1140.000.5395	9,845.60
INNOVATIVE OFFICE SOLUTIO...	SCN-130974	04/10/2025	Refund for wrong cleaning wi...	101.5000.000.5105	-14.66
NEOPOST USA INC	4/11/2025	04/11/2025	Refill Postage	101.0000.000.1405	8,000.00
MN DEPT OF REVENUE	March 2025	04/14/2025	Taxes	101.0000.000.2205	532.38

Expense Approval Report

Payment Dates: 4/9/2025 - 4/22/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BJORKLUND COMPENSATION ...	00004705	04/17/2025	Job Eval - Investigative Special...	101.1100.000.5310	150.00
EARL F ANDERSEN INC	0139105-IN	04/17/2025	Road sign components	101.3200.000.5125	560.80
OCCUPATIONAL HEALTH CEN...	104124618	04/17/2025	Pre-employment physical	101.1120.000.5310	584.00
MANGO ENTERTAINMENT LLC	1317	04/17/2025	Movie in the Park Screen Rent...	101.4300.453.5430	550.00
UNIFIRST CORPORATION	1410134805	04/17/2025	Street Uniforms	101.3200.000.5175	75.95
UNIFIRST CORPORATION	1410134805	04/17/2025	Park Uniforms	101.4200.000.5175	32.61
UNIFIRST CORPORATION	1410136287	04/17/2025	Street Uniforms	101.3200.000.5175	75.06
UNIFIRST CORPORATION	1410136287	04/17/2025	Park Uniforms	101.4200.000.5175	32.61
MTI DISTRIBUTING CO	1468600-00	04/17/2025	irrigation repairs	101.4200.000.5400	306.02
COMPASS MINERALS AMERIC...	1488694	04/17/2025	Road salt contract obligation	101.3200.000.5125	77,942.40
KENNEDY & GRAVEN	187389	04/17/2025	General City Business legal ch...	101.1000.000.5305	8,496.00
MCFOA	2025	04/17/2025	Region IV Meeting - Katie & B...	101.1140.000.5340	60.00
CARGILL, INC.	2910874628	04/17/2025	Treated Road Salt by Contract	101.3200.000.5125	29,280.04
CARGILL, INC.	2910880002	04/17/2025	Treated Road Salt Obligation	101.3200.000.5125	2,952.06
SOCO, LLC.	3/26/2025	04/17/2025	Refund sales tax - permit #PR...	101.0000.000.2205	12.46
SOCO, LLC.	3/26/2025	04/17/2025	Refund surcharge - permit #P...	101.0000.000.2207	187.50
SOCO, LLC.	3/26/2025	04/17/2025	Refund permit #PRBD202100...	101.5200.000.4184	2,706.75
SHAKOPEE MDEWAKANTON S...	3032	04/17/2025	balance on grinding work	101.4200.000.5425	7,608.00
MN GLOVE & SAFETY, INC.	351869	04/17/2025	Gloves, safety glasses & ear pl...	101.4200.000.5175	599.67
CLOQUET AREA FIRE DISTRICT	358	04/17/2025	Skid unit w/pump - UTV	101.2200.000.5615	4,500.00
YEGO, JACLYN	4/10/2025	04/17/2025	Face Painter for Touch-A-Truck...	101.4300.453.5310	250.00
MADDEN GALANTER HANSEN,...	4/14/2025	04/17/2025	Labor relations services thru 3...	101.1120.000.5305	427.50
HALLORAN, JOHN	4/15/2025	04/17/2025	License refund	101.0000.000.4118	55.00
ALL STAR ROLLOFF, INC.	4/15/2025	04/17/2025	License Refund	101.0000.000.4120	200.00
HALLORAN, JOHN	4/15/2025	04/17/2025	Background check fee refund	101.2000.000.4339	75.00
IIMC	4/3/2025	04/17/2025	Annual Dues - Katie	101.1140.000.5335	135.00
IIMC	4/3/2025	04/17/2025	IIMC Annual Renewal Membe...	101.1140.000.5335	165.00
MN NCPERS LIFE INSURANCE	542000052025	04/17/2025	Premium 5.2025	101.0000.000.2024	224.00
PRECISE MRM	IN200-2004814	04/17/2025	GPS Services	101.3200.000.5310	120.00
INNOVATIVE OFFICE SOLUTIO...	IN4814754	04/17/2025	trial cleaner for park bathroo...	101.4200.000.5190	12.83
INNOVATIVE OFFICE SOLUTIO...	IN4814842	04/17/2025	Paper towels for parks mainte...	101.4200.000.5190	36.24
PIONEER ATHLETICS	INV-244763	04/17/2025	field marking paint	101.4200.000.5125	6,157.00
N HARRIS COMPUTER CORPO...	MUNMN0002506	04/17/2025	CityView software maintenanc...	101.5200.000.5395	51,786.80
MACQUEEN EMERGENCY GR...	P46901	04/17/2025	gas cylinder for testing gas me...	101.2200.000.5405	591.05
ICMA RETIREMENT TRUST - 4...	INV0215672	04/18/2025	457 -AGE <49	101.0000.000.2038	4,811.38
ICMA RETIREMENT TRUST - 4...	INV0215673	04/18/2025	457 -AGE <49 %	101.0000.000.2038	11,122.78
ICMA RETIREMENT TRUST - 4...	INV0215674	04/18/2025	457 -AGE 50+	101.0000.000.2038	1,150.29
ICMA RETIREMENT TRUST - 4...	INV0215675	04/18/2025	457 PLAN -AGE 50+ %	101.0000.000.2038	1,082.62
ICMA RETIREMENT TRUST - 4...	INV0215676	04/18/2025	457 - ROTH AGE <50	101.0000.000.2038	1,031.00
ICMA RETIREMENT TRUST - 4...	INV0215677	04/18/2025	457 - ROTH AGE <50 %	101.0000.000.2038	1,740.55
ICMA RETIREMENT TRUST - 4...	INV0215678	04/18/2025	457 - ROTH AGE 50+	101.0000.000.2038	20.00
MINNESOTA DEPARTMENT OF...	INV0215681	04/18/2025	CASE #001570640001	101.0000.000.2220	347.94
TEXAS STATE DISBURSEMENT...	INV0215682	04/18/2025	CASE #0012022247	101.0000.000.2220	230.77
MINNESOTA DEPARTMENT OF...	INV0215683	04/18/2025	CASE #001490481201	101.0000.000.2220	372.95
MINNESOTA DEPARTMENT OF...	INV0215684	04/18/2025	CASE #000115468905	101.0000.000.2220	69.22
MINNESOTA DEPARTMENT OF...	INV0215685	04/18/2025	CASE #001563363401	101.0000.000.2220	445.31
WI SCTF (WI SUPPORT COLLEC...	INV0215686	04/18/2025	PARTICIPANT ID#0004986316	101.0000.000.2220	433.06
IGH PROFESSIONAL FIREFIGHT...	INV0215691	04/18/2025	UNION DUES (IAFF)	101.0000.000.2041	542.78
MN STATE RETIREMENT SYST...	INV0215692	04/18/2025	MINNESOTA DEFERRED COM...	101.0000.000.2038	2,995.30
MN STATE RETIREMENT SYST...	INV0215693	04/18/2025	MINNESOTA DEFERRED COM...	101.0000.000.2038	799.86
MN STATE RETIREMENT SYST...	INV0215694	04/18/2025	457 ROTH IRA (AGE 49 & UND...	101.0000.000.2038	970.00
EFTPS	INV0215704	04/18/2025	FEDERAL WITHHOLDING	101.0000.000.2213	81,089.55
MN DEPT OF REVENUE (PAYR...	INV0215705	04/18/2025	STATE WITHHOLDING	101.0000.000.2215	34,681.72
EFTPS	INV0215706	04/18/2025	MEDICARE WITHHOLDING	101.0000.000.2211	22,686.76
EFTPS	INV0215707	04/18/2025	SOCIAL SECURITY WITHHOLDI...	101.0000.000.2210	59,175.48
Fund 101 - GENERAL FUND Total:					534,348.79

Fund: 201 - C.V.B. FUND

RIVER HEIGHTS CHAMBER OF ...	1014	04/10/2025	CVB Health Insurance reimbur...	201.5600.000.5310	250.00
RIVER HEIGHTS CHAMBER OF ...	1014	04/10/2025	Monthly Service Contract 3.2...	201.5600.000.5310	300.00
RIVER HEIGHTS CHAMBER OF ...	1014	04/10/2025	Monthly Service Contract 3.2...	201.5600.000.5310	6,324.50

Expense Approval Report

Payment Dates: 4/9/2025 - 4/22/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RIVER HEIGHTS CHAMBER OF ...	1014	04/10/2025	CVB Cell Phone reimbursemen...	201.5600.000.5320	75.00
RIVER HEIGHTS CHAMBER OF ...	1016	04/10/2025	Monthly Office Rent 4.2025	201.5600.000.5430	600.00
TOWN SQUARE TELEVISION	2025-462	04/10/2025	Community Event Sponsorship..	201.5600.000.5330	2,250.00
LILLYANNA MILLER	3/11/2025	04/10/2025	Printer ink	201.5600.000.5105	73.50
LILLYANNA MILLER	3/11/2025	04/10/2025	QR Code Generator Yearly Su...	201.5600.000.5335	150.00
LILLYANNA MILLER	3/11/2025	04/10/2025	Lets' Do Lunch with RHC	201.5600.000.5340	20.92
LILLYANNA MILLER	3/11/2025	04/10/2025	Lunch with AmericInn	201.5600.000.5340	16.65
CATHERINE PIEPER	9366	04/10/2025	Facebook Ad Campaign & Mar...	201.5600.000.5330	492.70
CATHERINE PIEPER	9440	04/10/2025	Ad Campaigns, Marketing & ...	201.5600.000.5330	570.50
RIVER HEIGHTS CHAMBER OF ...	104124	04/17/2025	Golf Tournament Sponsorship	201.5600.000.5330	400.00
RIVER HEIGHTS CHAMBER OF ...	104124	04/17/2025	2 dinner reception tickets - wi...	201.5600.000.5330	500.00
Fund 201 - C.V.B. FUND Total:					12,023.77

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

TWIN SOURCE SUPPLY	00516079	04/10/2025	cleaning supplies - shock & p...	205.4420.000.5125	51.06
TWIN SOURCE SUPPLY	00516079	04/10/2025	cleaning supplies - shock & p...	205.4430.000.5125	34.04
TWIN SOURCE SUPPLY	00516079	04/10/2025	cleaning supplies - shock & p...	205.4440.000.5125	63.82
TWIN SOURCE SUPPLY	00516079	04/10/2025	cleaning supplies - shock & p...	205.4450.481.5125	21.27
CULLIGAN	157011438908x033125	04/10/2025	softener salt	205.4420.000.5125	186.77
CULLIGAN	157011438908x033125	04/10/2025	softener salt	205.4430.000.5125	124.52
CULLIGAN	157011438908x033125	04/10/2025	softener salt	205.4440.000.5125	100.06
CULLIGAN	157011438908x033125	04/10/2025	softener salt	205.4450.481.5125	33.35
LVC COMPANIES, INC.	166561	04/10/2025	replaced sprinkler system hea...	205.4420.000.5400	962.10
LVC COMPANIES, INC.	166561	04/10/2025	replaced sprinkler system hea...	205.4430.000.5400	641.40
LVC COMPANIES, INC.	166561	04/10/2025	replaced sprinkler system hea...	205.4440.000.5400	1,202.62
LVC COMPANIES, INC.	166561	04/10/2025	replaced sprinkler system hea...	205.4450.481.5400	400.88
DANIEL BAUER - TRUE MECH...	2006	04/10/2025	boiler check	205.4420.000.5310	405.00
TAHO SPORTSWEAR	25TS00745	04/10/2025	Uniforms for aquatics staff	205.4420.000.5175	479.40
TAHO SPORTSWEAR	25TS00745	04/10/2025	Uniforms for aquatics staff	205.4420.000.5175	144.75
TAHO SPORTSWEAR	25TS00745	04/10/2025	Uniforms for aquatics staff	205.4420.000.5175	334.65
PERFECTION PLUS, INC	315925	04/10/2025	cleaning services 4.2025	205.4410.470.5310	691.28
PERFECTION PLUS, INC	315925	04/10/2025	cleaning services 4.2025	205.4420.000.5310	3,110.71
PERFECTION PLUS, INC	315925	04/10/2025	cleaning services 4.2025	205.4430.000.5310	3,110.71
JULIE HUFFCUT	4/2/2025	04/10/2025	Healthy Living Fair refund less...	205.0000.000.2205	3.01
JULIE HUFFCUT	4/2/2025	04/10/2025	Healthy Living Fair refund less...	205.4450.481.4380	36.99
TOTAL CONSTRUCTION & EQU...	42362	04/10/2025	replace breaker for new CU #3...	205.4420.000.5400	4,536.40
TOTAL CONSTRUCTION & EQU...	42362	04/10/2025	replace breaker for new CU #3...	205.4430.000.5400	3,024.26
CINTAS CORPORATION	5255984311	04/10/2025	Cabinet Check and Restock	205.4410.470.5310	404.98
CINTAS CORPORATION	5260454701	04/10/2025	Cabinet Check and Restock	205.4410.470.5310	219.77
HOLMES DESIGN, INC.	5604	04/10/2025	Summer 2025 parks & rec bro...	205.4410.472.5310	2,100.00
HOLMES DESIGN, INC.	5605	04/10/2025	Beth Holmes contractual desi...	205.4410.472.5310	1,065.30
CINTAS CORPORATION	9314827089	04/10/2025	P & R AED agreement 3.2025	205.4410.470.5310	537.68
INNOVATIVE OFFICE SOLUTIO...	IN4793400	04/10/2025	Sharpie Markers, Pens, Notep...	205.4410.470.5105	132.40
ONSITE PARTNERS PROJECTCO..	INV-0600	04/10/2025	3.2025 solar panel fees	205.4420.000.5355	2,676.77
ONSITE PARTNERS PROJECTCO..	INV-0600	04/10/2025	3.2025 solar panel fees	205.4430.000.5355	1,784.52
ONSITE PARTNERS PROJECTCO..	INV-0600	04/10/2025	3.2025 solar panel fees	205.4440.000.5355	3,595.38
ONSITE PARTNERS PROJECTCO..	INV-0600	04/10/2025	3.2025 solar panel fees	205.4450.481.5355	1,198.46
MN DEPT OF REVENUE	March 2025	04/14/2025	Taxes	205.0000.000.2205	13,266.10
TWIN SOURCE SUPPLY	00516279	04/17/2025	wipes, paper towels & hand s...	205.4420.000.5125	245.56
TWIN SOURCE SUPPLY	00516279	04/17/2025	wipes, paper towels & hand s...	205.4430.000.5125	163.71
TWIN SOURCE SUPPLY	00516279	04/17/2025	wipes, paper towels & hand s...	205.4440.000.5125	306.95
TWIN SOURCE SUPPLY	00516279	04/17/2025	wipes, paper towels & hand s...	205.4450.481.5125	102.32
R & R SPECIALTIES OF WI, INC.	0085190-IN	04/17/2025	Zamboni blade sharpening	205.4440.000.5405	40.00
DANIEL BAUER - TRUE MECH...	2028	04/17/2025	replace failed gas valve	205.4440.000.5400	626.11
DANIEL BAUER - TRUE MECH...	2028	04/17/2025	replace failed gas valve	205.4450.481.5400	208.70
DANIEL BAUER - TRUE MECH...	2029	04/17/2025	propylene glycol for HVAC	205.4420.000.5125	1,482.78
DANIEL BAUER - TRUE MECH...	2029	04/17/2025	propylene glycol for HVAC	205.4430.000.5125	988.52
DANIEL BAUER - TRUE MECH...	2029	04/17/2025	propylene glycol for HVAC	205.4440.000.5125	1,853.47
DANIEL BAUER - TRUE MECH...	2029	04/17/2025	propylene glycol for HVAC	205.4450.481.5125	617.82
HUEBSCH SERVICES	20399094	04/17/2025	lobby mats	205.4420.000.5430	135.29
HUEBSCH SERVICES	20399094	04/17/2025	lobby mats	205.4430.000.5430	90.19

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HUEBSCH SERVICES	20399094	04/17/2025	lobby mats	205.4440.000.5430	169.11
HUEBSCH SERVICES	20399094	04/17/2025	lobby mats	205.4450.481.5430	56.37
DAKOTA AWARDS & ENGRAV...	29186	04/17/2025	Nametag and office name plat...	205.4430.000.5190	29.00
COMCAST	8772105910127188X051225	04/17/2025	VMCC Cable TV 5.2025	205.4410.470.5335	296.29
GRAINGER	9463827676	04/17/2025	air hose for filter room	205.4420.000.5150	136.39
GRAINGER	9463827676	04/17/2025	air hose for filter room	205.4430.000.5150	90.92
GRAINGER	9464430421	04/17/2025	clipboards for filter room	205.4420.000.5125	15.77
GRAINGER	9464430421	04/17/2025	clipboards for filter room	205.4430.000.5125	10.51
GRAINGER	9473046531	04/17/2025	v-belts	205.4420.000.5125	6.86
GRAINGER	9473046531	04/17/2025	center punch tool	205.4420.000.5160	16.09
GRAINGER	9473046531	04/17/2025	v-belts	205.4430.000.5125	4.58
GRAINGER	9473046531	04/17/2025	center punch tool	205.4430.000.5160	10.72
GRAINGER	9473794825	04/17/2025	faucet repair part	205.4420.000.5150	50.52
GRAINGER	9473794825	04/17/2025	faucet repair part	205.4430.000.5150	33.68
TOTAL MECHANICAL SERVICES...	PM5747	04/17/2025	2.1.2025-4.30.2025 Preventati...	205.4440.000.5310	1,995.32
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					56,463.96
Fund: 290 - EDA-OPERATING FUND					
KENNEDY & GRAVEN	186847	04/10/2025	EDA Matters 2.2025	290.5800.000.5305	392.00
KENNEDY & GRAVEN	186848	04/10/2025	EDA: Sale of Dickman Trl Prop...	290.5800.000.5305	551.25
KENNEDY & GRAVEN	186848	04/10/2025	EDA: Sale of Excess Golf Cours...	290.5800.000.5305	88.50
KRUEGER REAL ESTATE ADVIS...	3	04/10/2025	Contracted Consulting Services...	290.5800.000.5310	2,500.00
DAKOTA CTY COMM DEV AGE...	3/15/2025	04/10/2025	2025 Open To Business Partici...	290.5800.000.5310	7,000.00
JEFFREY P. AGNES	4261	04/10/2025	Call for US Olympic Curling Ce...	290.5800.000.5310	330.00
ALLIANT ENGINEERING, INC.	80884	04/10/2025	Survey's - Boundary, Topogra...	290.5800.000.5310	19,510.25
Fund 290 - EDA-OPERATING FUND Total:					30,372.00
Fund: 401 - PARK CAPITAL IMPROVEMENT FUND					
KENNEDY & GRAVEN	187391	04/17/2025	South Valley legal work	401.4210.000.5305	32.00
FRATTALONE COMPANIES INC	2503034	04/17/2025	playground recycling fees	401.4210.000.5310	300.00
SHORT ELLIOTT HENDRICKSON..	485637	04/17/2025	RISB lighting project svcs 3.20...	401.4210.000.5310	452.42
Fund 401 - PARK CAPITAL IMPROVEMENT FUND Total:					784.42
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
WSB & ASSOCIATES, INC.	R-023629-000-17	04/10/2025	HVP Phase V Svcs 2.2025	402.4210.000.5310	4,388.00
KENNEDY & GRAVEN	187391	04/17/2025	HVP Phase V contract work	402.4210.000.5305	528.00
THE ALLIANCE, INC.	2024001-01-0-3	04/17/2025	Buildings relocation study 2.2...	402.4210.000.5310	1,641.42
CABIN FEVER SPORTING GOO...	3/21/2025	04/17/2025	archery targets	402.4210.000.5605	14,250.00
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					20,807.42
Fund: 436 - 117TH STREET RECONSTRUCTION					
SRF CONSULTING GROUP, INC	16424.02-5	04/17/2025	Advance Clear & Grub Contrac...	436.3210.000.5310	1,979.53
Fund 436 - 117TH STREET RECONSTRUCTION Total:					1,979.53
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
SHORT ELLIOTT HENDRICKSON..	484219B	04/10/2025	2026 PMI North Feasibility	440.3210.000.5310	10,441.78
KENNEDY & GRAVEN	187390	04/17/2025	JPA Review	440.3210.000.5305	181.50
KENNEDY & GRAVEN	187390	04/17/2025	Easement Acquisition	440.3210.000.5305	594.00
WSB & ASSOCIATES, INC.	R-027741-000-3	04/17/2025	Permitting - Argenta Trail	440.3210.000.5310	310.00
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					11,527.28
Fund: 443 - TREE REPLACEMENT FUND					
EXPERT TREE SERVICE AND SC...	12626	04/17/2025	stump grinding	443.4210.000.5310	1,625.00
Fund 443 - TREE REPLACEMENT FUND Total:					1,625.00
Fund: 510 - WATER-OPERATING FUND					
MN DEPT OF HEALTH	04012025	04/10/2025	Class D water license for Dave	510.7100.000.5335	23.00
IDEAL SERVICE, INC.	13319	04/10/2025	Water plant VFD maintenance	510.7100.000.5310	1,080.00
SHADES OF GREEN OUTDOOR ...	2520	04/10/2025	Well house fertilizer for water...	510.7100.000.5310	1,950.00
CORE & MAIN LP	W720502	04/10/2025	meters	510.7100.000.5158	4,009.83
MN DEPT OF REVENUE	March 2025	04/14/2025	Taxes	510.0000.000.2205	2,802.87
CITY OF BLOOMINGTON	24905	04/17/2025	Bacteria Samples 3.2025	510.7100.000.5310	560.00
DALEY ELECTRIC, LLC	252060	04/17/2025	Repair Chemical Pump at Wat...	510.7100.000.5150	373.00
SOCO, LLC.	3/26/2025	04/17/2025	Refund water meter fee - per...	510.7100.000.4725	175.00
GOPHER STATE ONE-CALL	5030494	04/17/2025	Gopher One Call Tickets	510.7100.000.5310	349.65

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HAWKINS, INC.	7032415	04/17/2025	Chemicals for water plant	510.7100.000.5135	2,019.20
HAWKINS, INC.	7032674	04/17/2025	Chemicals for water plant	510.7100.000.5135	25,934.13
Fund 510 - WATER-OPERATING FUND Total:					39,276.68
Fund: 511 - WATER-CAPITAL FUND					
STANTEC CONSULTING SERVI...	2380861	04/17/2025	Water Plant Rehab Constructi...	511.7110.000.5310	28,408.95
MN MECHANICAL SOLUTIONS,...	3/25/2025	04/17/2025	Water Plant Upgrades - MMS -...	511.7110.000.5630	1,033,885.00
SOCO, LLC.	3/26/2025	04/17/2025	Refund connection fee - permi...	511.7110.000.4755	930.00
SOCO, LLC.	3/26/2025	04/17/2025	Refund core fee - permit #PR...	511.7110.000.4760	1,940.00
SOCO, LLC.	3/26/2025	04/17/2025	Refund water plant fee - perm...	511.7110.000.4765	820.00
Fund 511 - WATER-CAPITAL FUND Total:					1,065,983.95
Fund: 520 - SEWER-OPERATING FUND					
METROPOLITAN COUNCIL	0001185254	04/17/2025	MCES Sewer Charges 5.2025	520.7200.000.5373	202,840.87
METROPOLITAN COUNCIL	0001186302	04/17/2025	Permit Fee - Maint Shop	520.7200.000.5335	475.00
METROPOLITAN COUNCIL	0001186452	04/17/2025	Permit fee - WTP	520.7200.000.5335	525.00
QUALITY FLOW SYSTEMS, INC.	48681	04/17/2025	Lift Station Repairs	520.7200.000.5310	3,117.50
Fund 520 - SEWER-OPERATING FUND Total:					206,958.37
Fund: 521 - SEWER-CAPITAL FUND					
SOCO, LLC.	3/26/2025	04/17/2025	Refund SAC fees - permit #PR...	521.0000.000.2207	2,485.00
SOCO, LLC.	3/26/2025	04/17/2025	Refund connection fee - permi...	521.7210.000.4755	510.00
SOCO, LLC.	3/26/2025	04/17/2025	Refund core fee - permit #PR...	521.7210.000.4760	620.00
Fund 521 - SEWER-CAPITAL FUND Total:					3,615.00
Fund: 530 - STORMWATER-OPERATING FUND					
EXPERT TREE SERVICE AND SC...	12590	04/10/2025	storm pond tree removals	530.7300.000.5420	750.00
EXPERT TREE SERVICE AND SC...	12592	04/10/2025	storm water drainage swale tr...	530.7300.000.5420	4,900.00
Fund 530 - STORMWATER-OPERATING FUND Total:					5,650.00
Fund: 550 - GOLF COURSE-OPERATING FUND					
YAMAHA GOLF & UTILITY, INC.	01-309079	04/10/2025	golf cart batteries	550.7600.000.5405	562.04
SIGNAL SYSTEMS INC	13099720	04/10/2025	new time clock	550.7600.000.5105	357.25
MTI DISTRIBUTING CO	1465460-00	04/10/2025	Bumper & starter for equipm...	550.7700.000.5405	227.55
MTI DISTRIBUTING CO	1466387-00	04/10/2025	Filters & valves for equipment ..	550.7700.000.5405	96.01
MTI DISTRIBUTING CO	1466491-00	04/10/2025	Misc parts & supplies for equi...	550.7700.000.5405	1,625.76
MTI DISTRIBUTING CO	1466670-00	04/10/2025	Wheel, filters & oil for equipm...	550.7700.000.5405	690.39
SMOOT ENTERPRISES ADVAN...	26535	04/10/2025	staff uniforms	550.7700.000.5175	68.00
PROTEIN PROVISIONERS, LLC	3961	04/10/2025	snacks for resale	550.7600.000.5197	166.12
CINTAS CORPORATION	9314830573	04/10/2025	AED Agreement Golf Course 3...	550.7600.000.5310	216.25
MANSFIELD SERVICE PARTNE...	IN-00182739	04/10/2025	golf cart fuel	550.7600.000.5130	1,331.03
MANSFIELD SERVICE PARTNE...	IN-00182744	04/10/2025	Golf Course Maintenance Fuel	550.7700.000.5130	5,552.86
P&W GOLF SUPPLY LLC	INV143062	04/10/2025	parts for golf ball washer	550.7600.000.5405	252.64
MN DEPT OF REVENUE	March 2025	04/14/2025	Taxes	550.0000.000.2205	1,611.65
YAMAHA GOLF & UTILITY, INC.	01-309243	04/17/2025	replacement batteries for golf...	550.7600.000.5405	281.02
DRAFT TECHNOLOGIES	04092504	04/17/2025	beer line cleaning	550.7600.000.5405	85.00
COVERALL NORTH AMERICA I...	1000126706B	04/17/2025	clubhouse cleaning 3.2025	550.7600.000.5310	282.52
COVERALL NORTH AMERICA I...	1000146709	04/17/2025	clubhouse cleaning 4.2025	550.7600.000.5310	1,459.69
BREAKTHRU BEVERAGE MINN...	120954827	04/17/2025	beer for resale	550.7600.000.5199	240.20
UNIFIRST CORPORATION	1410134813	04/17/2025	GC uniforms	550.7700.000.5175	37.70
UNIFIRST CORPORATION	1410136306	04/17/2025	GC uniforms	550.7700.000.5175	37.70
MTI DISTRIBUTING CO	1466491-01	04/17/2025	Bushing, Clip & O-rings	550.7700.000.5405	7.19
PING	18182088	04/17/2025	club headcovers	550.7600.000.5195	217.35
HANCO CORPORATION	211669-00	04/17/2025	tires	550.7700.000.5150	822.02
MN GOLF ASSOCIATION, INC.	250136	04/17/2025	2025 Annual Membership Dues	550.7600.000.5335	270.00
ARTISAN BEER COMPANY	3759930	04/17/2025	alcohol for resale	550.7600.000.5199	383.10
SHAMROCK GROUP	4/8/2025	04/17/2025	ice for beverage resale	550.7600.000.5197	281.80
DENNY'S 5TH AVENUE BAKERY	46013	04/17/2025	breads for resale	550.7600.000.5197	110.21
DENNY'S 5TH AVENUE BAKERY	46196	04/17/2025	breads for resale	550.7600.000.5197	143.97
DENNY'S 5TH AVENUE BAKERY	46354	04/17/2025	breads for resale	550.7600.000.5197	95.65
HEGGIES PIZZA	521749	04/17/2025	food for resale	550.7600.000.5197	202.90
CINTAS CORPORATION	5262802804	04/17/2025	first aid supplies	550.7600.000.5190	105.88
PERFORMANCE FOOD GROUP ...	75682071	04/17/2025	club house/F&B supplies	550.7600.000.5125	234.61
PERFORMANCE FOOD GROUP ...	75682071	04/17/2025	food for resale	550.7600.000.5197	1,430.47

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PERFORMANCE FOOD GROUP ...	75682071	04/17/2025	beverage supplies for resale	550.7600.000.5197	46.33
PERFORMANCE FOOD GROUP ...	75754123	04/17/2025	TP, paper towels, gloves & can...	550.7600.000.5125	209.11
PERFORMANCE FOOD GROUP ...	75754123	04/17/2025	foods for resale	550.7600.000.5197	666.38
PLAISTED COMPANIES, INC.	79128	04/17/2025	bunker sand	550.7700.000.5125	2,614.44
COPY RIGHT	96919	04/17/2025	handicap passes	550.7600.000.5488	75.26
Fund 550 - GOLF COURSE-OPERATING FUND Total:					23,098.05

Fund: 602 - RISK MANAGEMENT

LEAGUE OF MN CITIES INS TR...	24171	04/10/2025	W/C Deductible #504423	602.8200.000.5474	329.67
Fund 602 - RISK MANAGEMENT Total:					329.67

Fund: 603 - CENTRAL EQUIPMENT

POWERPLAN OIB	P2955301	04/27/2023	Tax credit	603.8300.000.5405	-41.29
POWERPLAN OIB	P2956401	04/27/2023	Credit - core returned	603.8300.000.5405	-75.00
NIEBUR TRACTOR & EQUIPM...	01-206526	04/10/2025	Track machine pins & snap ring	603.8300.000.5405	306.32
NIEBUR TRACTOR & EQUIPM...	01-206752	04/10/2025	credit - returned parts	603.8300.000.5405	-261.41
NORTH AMERICAN TRAILER S...	030004241671	04/10/2025	Lighting for F250	603.8300.000.5410	339.26
MIDWEST MACHINERY	10403636	04/10/2025	Mower oil filters and hygard	603.8300.000.5405	176.07
METRO JANITORIAL SUPPLY I...	11016089	04/10/2025	Roll Towels	603.8300.000.5125	742.15
L.T.G. POWER EQUIPMENT	292325	04/10/2025	Mower belt	603.8300.000.5405	101.06
PERFECTION PLUS, INC	315925	04/10/2025	cleaning services 4.2025	603.8300.000.5310	521.62
DELEGARD TOOLS	464577/1	04/10/2025	Hex driver	603.8300.000.5160	10.87
TOWMASTER TRAILERS INC	476167	04/10/2025	Trailer assembly chains/pins	603.8300.000.5405	54.22
INVER GROVE FORD	5355061	04/10/2025	Brake pad & rotor	603.8300.000.5410	183.97
INVER GROVE FORD	5355067	04/10/2025	Credit for returned parts	603.8300.000.5410	-183.97
INVER GROVE FORD	5355525	04/10/2025	Fire squad oil tube, water pu...	603.8300.000.5410	216.91
INVER GROVE FORD	5355527	04/10/2025	Brake parts, water pump and ...	603.8300.000.5410	713.91
INVER GROVE FORD	5355529	04/10/2025	Credit for returned parts	603.8300.000.5410	-118.92
INVER GROVE FORD	5355584	04/10/2025	Latch & Tubing for Fire Squad ...	603.8300.000.5410	141.09
INVER GROVE FORD	5355585	04/10/2025	Hosing for fire squad car	603.8300.000.5410	133.40
INVER GROVE FORD	5355586	04/10/2025	Fire squad reservoir hose	603.8300.000.5410	37.61
INVER GROVE FORD	5355754	04/10/2025	F250 Mudflap Kit	603.8300.000.5410	64.69
NORTHERN SAFETY TECHNOL...	59184	04/10/2025	Parts assembly for fire truck	603.8300.000.5410	487.08
NORTHERN SAFETY TECHNOL...	59199	04/10/2025	Lights for F250	603.8300.000.5410	199.54
THE REINALT- THOMAS CORP...	6275197	04/10/2025	Tires for unmarked police car	603.8300.000.5410	529.20
INVER GROVE FORD	6438828	04/10/2025	Engineering Explorer Electrical...	603.8300.000.5410	179.99
INVER GROVE FORD	6439595	04/10/2025	Police unmarked car wheel ali...	603.8300.000.5410	215.99
POMP'S TIRE SERVICE, INC.	980131593	04/10/2025	F550 tires	603.8300.000.5410	670.00
MACQUEEN EMERGENCY GR...	P12362	04/10/2025	Fire truck caliper hardware kit	603.8300.000.5410	327.44
MACQUEEN EMERGENCY GR...	P12414	04/10/2025	Fire truck proxy switches & ac...	603.8300.000.5410	762.36
TRI-STATE BOBCAT INC.	P35079	04/10/2025	Coupler for skid loader	603.8300.000.5405	220.52
TRI-STATE BOBCAT INC.	P35183	04/10/2025	Skid loader air filter, coupler ...	603.8300.000.5405	1,077.98
POWERPLAN OIB	P6659201	04/10/2025	Filter Elements for Sweeper (L...	603.8300.000.5410	107.87
INTERSTATE POWER SYSTEMS,...	R001219751-01	04/10/2025	Fire truck courtesy inspection	603.8300.000.5310	1,543.83
BOYER TRUCKS - MINNEAPOLIS	WF3935	04/10/2025	New Dump Truck	603.8300.000.5620	85,599.21
MN DEPT OF REVENUE	4/14/2025	04/14/2025	Fuel tax 3.2025	603.8300.000.5130	283.34
CINTAS CORPORATION	4/14/2025	04/14/2025	Credit	603.8300.000.5430	-437.73
NIEBUR TRACTOR & EQUIPM...	01-206668	04/17/2025	Lock & Lynch Pins for Loader	603.8300.000.5405	267.73
NORTH AMERICAN TRAILER S...	030004242222	04/17/2025	Battery for Sweeper (licensed)	603.8300.000.5410	324.00
NORTH AMERICAN TRAILER S...	030004242253	04/17/2025	Skid loader battery	603.8300.000.5405	154.40
BAUER SERVICES OF WELCH L...	03202025-7065	04/17/2025	F550 Improvements	603.8300.000.5620	2,500.00
KIMBALL MIDWEST	103257238	04/17/2025	Cable ties	603.8300.000.5150	334.57
FACTORY MOTOR PARTS COM...	1-10618677	04/17/2025	Air filters & panel for sweeper ..	603.8300.000.5410	195.70
FACTORY MOTOR PARTS COM...	1-10618695	04/17/2025	Fuel filter for sweeper (licens...	603.8300.000.5410	29.43
MIDWAY FORD	137334	04/17/2025	New Ford Escape approved e...	603.8300.000.5620	31,671.56
UNIFIRST CORPORATION	1410134805	04/17/2025	Mechanic Uniforms	603.8300.000.5175	46.94
UNIFIRST CORPORATION	1410134805	04/17/2025	Shop Rentals	603.8300.000.5430	104.35
UNIFIRST CORPORATION	1410136287	04/17/2025	Mechanic Uniforms	603.8300.000.5175	46.94
UNIFIRST CORPORATION	1410136287	04/17/2025	Shop Rentals	603.8300.000.5430	100.16
FACTORY MOTOR PARTS COM...	1-236964	04/17/2025	Stock batteries	603.8300.000.5410	179.96
MANSFIELD OIL COMPANY	26407918	04/17/2025	Unleaded Fuel	603.8300.000.5130	12,069.86
MANSFIELD OIL COMPANY	26407919	04/17/2025	Unleaded Fuel	603.8300.000.5130	4,598.93

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GERLACH OUTDOOR POWER ...	279906	04/17/2025	Mower oil filter	603.8300.000.5405	99.69
CINTAS CORPORATION	4227416038	04/17/2025	Rug Rentals	603.8300.000.5430	232.08
CINTAS CORPORATION	4227416300	04/17/2025	Maintenance Facility Rugs	603.8300.000.5430	437.73
INVER GROVE FORD	5355918	04/17/2025	Filters for squad car	603.8300.000.5410	42.94
INVER GROVE FORD	5355998	04/17/2025	Flooring for F250	603.8300.000.5410	116.44
INVER GROVE FORD	5356064	04/17/2025	Squad car door moulding	603.8300.000.5410	93.74
WORLD FUEL SERVICES	539791722142-41801	04/17/2025	Shop supplies - adhesives	603.8300.000.5150	217.55
WORLD FUEL SERVICES	539794152321-41801	04/17/2025	Stock mower oil	603.8300.000.5405	139.98
WORLD FUEL SERVICES	540263176868-41801	04/17/2025	Stock oil	603.8300.000.5410	890.00
WORLD FUEL SERVICES	541519579411-41801	04/17/2025	Stock oil	603.8300.000.5410	1,008.59
NORTHERN SAFETY TECHNOL...	59200	04/17/2025	Equipment to outfit new squa...	603.8300.000.5621	15,592.88
INVER GROVE FORD	6440320	04/17/2025	Flush Squad Car Transmission ...	603.8300.000.5410	433.35
FACTORY MOTOR PARTS COM...	74-353128	04/17/2025	Stock oil filter	603.8300.000.5410	45.12
GRAINGER	9466198919	04/17/2025	Serrated jaw combination vise	603.8300.000.5160	467.22
KREMER SERVICES LLC	95371	04/17/2025	F250 alignment	603.8300.000.5410	178.08
KREMER SERVICES LLC	95396	04/17/2025	F550 Alignment	603.8300.000.5410	178.08
KREMER SERVICES LLC	95419	04/17/2025	F350 alignment	603.8300.000.5410	178.08
POMP'S TIRE SERVICE, INC.	980131748	04/17/2025	Tires for sweeper (licensed)	603.8300.000.5410	492.00
CUMMINS INC.	E4-250312481	04/17/2025	Plugs for fire truck	603.8300.000.5410	18.07
CENTENNIAL GLASS	I00014759	04/17/2025	Windshield for fire squad car	603.8300.000.5410	350.00
TRENCHERS PLUS, INC.	IT11691	04/17/2025	Chipper air cleaner elements	603.8300.000.5405	112.50
TRI-STATE BOBCAT INC.	P35204	04/17/2025	Brake & pad kits for UTV	603.8300.000.5405	182.69
TRI-STATE BOBCAT INC.	P35206	04/17/2025	Coupler for skid loader	603.8300.000.5405	64.61
MACQUEEN EMERGENCY GR...	P64151	04/17/2025	Sweeper lights	603.8300.000.5405	235.15
POWERPLAN OIB	P6700001	04/17/2025	Filters for Chipper	603.8300.000.5405	130.89
NUSS TRUCK AND EQUIPMENT	PSO194454-1	04/17/2025	Filters & Cartridges for Roller	603.8300.000.5405	111.36
BOYER TRUCKS - MINNEAPOLIS	VY5074	04/17/2025	New dump truck - 2025 round...	603.8300.000.5620	93,470.36
MACQUEEN EMERGENCY GR...	W06959	04/17/2025	Fire truck door handle repairs	603.8300.000.5410	800.00
Fund 603 - CENTRAL EQUIPMENT Total:					263,772.89

Fund: 605 - CITY FACILITIES

CULLIGAN	157985030228x033125	04/10/2025	softener salt	605.8500.000.5125	85.55
LVC COMPANIES, INC.	166313	04/10/2025	HVAC & sprinkler system repai...	605.8500.000.5400	3,980.00
LVC COMPANIES, INC.	166411	04/10/2025	sprinkler system repairs	605.8500.000.5400	6,278.00
HUEBSCH SERVICES	20397416	04/10/2025	lobby mats	605.8500.000.5430	188.15
PERFECTION PLUS, INC	315925	04/10/2025	cleaning services 4.2025	605.8500.000.5310	5,133.19
CINTAS CORPORATION	5262802802	04/10/2025	first aid supplies	605.8500.000.5190	209.37
HILLYARD INC	700644780	04/10/2025	part for floor scrubber	605.8500.000.5405	58.28
CINTAS CORPORATION	9314848107	04/10/2025	AED agreement 3.2025	605.8500.000.5310	270.00
ONSITE PARTNERS PROJECTCO..	INV-0600	04/10/2025	3.2025 solar panel fees	605.8500.000.5355	2,478.59
APEC	126085	04/17/2025	HVAC filters for CH&PD	605.8500.000.5125	471.29
APEC	126086	04/17/2025	HVAC filters FS #2	605.8500.000.5125	318.62
APEC	126087	04/17/2025	HVAC filters FS #3	605.8500.000.5125	65.97
APEC	126088	04/17/2025	HVAC Filters FS #1	605.8500.000.5125	98.57
LVC COMPANIES, INC.	166748	04/17/2025	Retrieve users & pin codes	605.8500.000.5310	230.52
DANIEL BAUER - TRUE MECH...	2022	04/17/2025	heat pumps 33 & 35 repairs	605.8500.000.5400	425.00
TOTAL CONSTRUCTION & EQU...	42427	04/17/2025	check FD #1 boiler circuit brea...	605.8500.000.5310	288.50
HILLYARD INC	605791290	04/17/2025	gloves, cleaner, paper towels ...	605.8500.000.5125	1,114.17
GRAINGER	9472708131	04/17/2025	v-belts FS#2	605.8500.000.5125	91.84
GIP III ZEPHYR ACQUISITION P...	INVRGRV-12504	04/17/2025	solar garden fees 2.2025	605.8500.000.5357	21,003.76
GIP III ZEPHYR ACQUISITION P...	INVRGRV-22504	04/17/2025	solar garden fees 2.2025	605.8500.000.5357	5,754.72
Fund 605 - CITY FACILITIES Total:					48,544.09

Fund: 606 - TECHNOLOGY FUND

INSIGHT PUBLIC SECTOR	1101261868	04/10/2025	Office 365 Monthly License 3....	606.8600.000.5395	2,340.75
PRO-TEC DESIGN INC.	118283	04/10/2025	System Service Specialist - Ons...	606.8600.000.5310	274.50
PRO-TEC DESIGN INC.	118476	04/10/2025	SSA Lenel Software Support	606.8600.000.5310	4,212.00
PRO-TEC DESIGN INC.	118514	04/10/2025	SSA - 2025/2026 Exacq Softwa...	606.8600.000.5310	5,723.22
ZAYO GROUP, LLC	21382978	04/10/2025	Multi-site phones 3.2025	606.8600.000.5320	1,674.69
AT&T MOBILITY	287298707874X03032025	04/10/2025	FD Cell Phones 2.2025	606.8600.000.5320	1,092.03
AT&T MOBILITY	287298708193X03032025	04/10/2025	PD Cell Phones 2.2025	606.8600.000.5320	3,350.00
AT&T MOBILITY	287299110577X03032025	04/10/2025	CH Cell Phones 2.2025	606.8600.000.5320	4,336.12

Expense Approval Report

Payment Dates: 4/9/2025 - 4/22/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CONSOLIDATED COMMUNICA...	3/15/2025	04/10/2025	Monthly Phone Bill 03.2025	606.8600.000.5320	2,247.17
CIVICPLUS	322850	04/10/2025	1st Qtr fees, 2 yr redesign & Vi...	606.8600.000.5395	9,188.55
GS DIRECT, INC.	379536	04/10/2025	Large scanner repair service ca...	606.8600.000.5405	160.00
US INTERNET	5060593	04/10/2025	Email Filtering System 3.2025	606.8600.000.5395	230.00
VERIZON WIRELESS	6109288977	04/10/2025	Monthly Cell Phone 03.2025	606.8600.000.5320	215.06
INNOVATIVE OFFICE SOLUTIO...	IN4793501	04/10/2025	Printer Paper	606.8600.000.5105	140.64
SOLARWINDS	IN680778	04/10/2025	SolarWinds Web Help Desk - ...	606.8600.000.5395	3,096.00
SPOK, INC.	J03174930	04/10/2025	Monthly Translation Svcs 2.20...	606.8600.000.5395	5.49
SPOK, INC.	J0317493P	04/10/2025	Monthly Translation Svcs 3.20...	606.8600.000.5395	5.58
QUADIENT LEASING USA, INC.	Q1789985	04/10/2025	Postage Lease 1.26.2025 - 4.25...	606.8600.000.5430	846.21
AT&T MOBILITY	287298707874X04032025	04/17/2025	FD Cell Phones 3.2025	606.8600.000.5320	1,092.03
AT&T MOBILITY	287298708193X04032025	04/17/2025	PD Cell Phones 3.2025	606.8600.000.5320	3,393.18
AT&T MOBILITY	287299110577X04032025	04/17/2025	CH Cell Phones 3.2025	606.8600.000.5320	3,627.28
MARCO TECHNOLOGIES, LLC	38950983	04/17/2025	Printers & Copiers contract 4....	606.8600.000.5430	1,867.28
Fund 606 - TECHNOLOGY FUND Total:					49,117.78

Fund: 702 - ESCROW FUND

STATE OF MINNESOTA - GENE...	2/26/2025	03/06/2025	Cash forfeiture (10%) Case #2...	702.2000.006.2050	109.80
KENNEDY & GRAVEN	186848	04/10/2025	Peltier Reserve Development	702.3100.272.2050	200.50
KENNEDY & GRAVEN	186848	04/10/2025	Pine Bend Landfill Expansion ...	702.5100.207.2050	318.00
KENNEDY & GRAVEN	186848	04/10/2025	InSite Development: 7761 Am...	702.5100.229.2050	1,351.50
KENNEDY & GRAVEN	186848	04/10/2025	Yellowtree Pre & Final PUD A...	702.5100.230.2050	450.50
KENNEDY & GRAVEN	186848	04/10/2025	Bardo Zoning Matters	702.5100.245.2050	53.00
KENNEDY & GRAVEN	186848	04/10/2025	Grebin: 1845 77th Street Plat	702.5100.248.2050	291.50
KENNEDY & GRAVEN	186848	04/10/2025	Ace Land Holdings	702.5100.249.2050	159.00
STATE OF MINNESOTA - GENE...	2/25/2025	04/10/2025	Cash forfeiture (10%) - Case #...	702.2000.006.2050	368.10
KENNEDY & GRAVEN	187390	04/17/2025	Legal Services for SWFMA	702.3100.333.2050	53.00
KENNEDY & GRAVEN	187390	04/17/2025	Legal Services for SWFMA	702.3100.335.2050	53.00
SHORT ELLIOTT HENDRICKSON..	486057	04/17/2025	Design Review #2	702.3100.331.2050	666.47
Fund 702 - ESCROW FUND Total:					4,074.37

Grand Total: 2,380,353.02



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: April 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Cora Bauer, HR Coordinator, 651.450.2490

ACTION REQUESTED

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

BACKGROUND

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

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the attached personnel actions.

ATTACHMENTS

1. Personnel Actions 4.28.25 (hires-terms)



Request for Council Action

SUBJECT: Renewal of Advertising Bench Permits

MEETING DATE: April 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Jason Ziemer, Community Development Director, 651-450-2546

ACTION REQUESTED

The Council is asked to authorize renewal of permits for 20 advertising bus benches for a period of two years.

BACKGROUND

Title 10, Section 15i of the City Code regulates the placement and maintenance of advertising benches in public rights of way in order to control location, appearance, proliferation and traffic safety. The Code requires a permit issued by the City and that those permits be renewed every two years.

Currently, there are 20 permitted advertising benches in the City. The benches are owned by National Courtesy Bench Advertising and United States Bench Corporation. (See attached listing for the location of the benches owned by each company.) Staff inspected the bench locations, which were all located in the right-of-way and along bus routes operated by the regional public transit authority. All benches and their locations comply with the required bench criteria, including being neat, clean, and in usable condition.

The City Code requires the party requesting the advertising bench permits to enter into an indemnification agreement with the City; indemnifying and holding the City harmless from any and all claims arising out of the existence, use, maintenance, or placement of the advertising bench, or the contents of the advertisement or other writing or depiction on the advertising bench. These agreements are attached and have been signed by representatives for the two companies.

FISCAL IMPACT

NA

RECOMMENDATION

Staff recommends approval of the 2025-2026 bus bench permits and authorization for the appropriate officials to sign the attached agreements with National Courtesy Bench Advertising and United States Bench Corporation.

ATTACHMENTS

1. National Courtesy Bench Advertising Bench Agreement 2025
2. U.S. Bench Corp Advertising Bench Agreement 2025
3. Bench Locations

ADVERTISING BENCH AGREEMENT

THIS AGREEMENT is entered into this 5 day of February, 2025, by and between Nations L Courtesy Bench ("Permittee") and the City of Inver Grove Heights, Minnesota ("City"), a municipal corporation.

WITNESSETH THAT:

WHEREAS, Permittee has applied to the City Council for permit(s) to place Advertising Benches within the City ("Permit(s)");

WHEREAS, Permittee seeks to install Advertising Benches in various locations within the City ["Advertising Benches"];

WHEREAS, the locations for the Advertising Benches are set forth in the Permit(s) filed with the City;

WHEREAS, the City and Permittee execute this Agreement to clarify the liability, indemnity and other issues that may arise from the placement, use, or maintenance of the Advertising Benches in the City;

WHEREAS, the Permittee and the City also wish to reflect their understandings in this Agreement as to the location, construction, maintenance, and repair of the Advertising Benches;

NOW, WHEREFORE, in consideration of the mutual covenants set forth below, the parties hereto agree to the following terms and conditions:

1. Responsibilities of the Permittee.

- a. Permit Requirement. Permittee shall obtain and maintain a valid Permit or Permits from the City for the Advertising Benches. Permittee shall follow all rules, regulations and requirements of the permit process.
- b. Locations for Advertising Benches. Permittee shall be responsible for selecting the locations for the Advertising Benches and associated signage. Prior to locating any new Advertising Bench in the City, Permittee shall make a determination that each Advertising Bench is in compliance with the location standards set forth by the City. Permittee shall be solely responsible for any liability arising out of or as a result of the location of the Advertising Benches.
- c. Content of the Advertising. Permittee shall be solely responsible for the content of the advertisements adorning the Advertising Benches, including all writing and depictions thereon, whether or not created by Permittee. Notwithstanding, the City reserves the right to refuse to issue Permit(s) based upon content that is found, under objective standards, to be offensive, obscene, or pornographic in nature.

d. Erection and Maintenance of Advertising Benches. The Permittee shall be solely responsible for constructing, installing, maintaining, repairing, relocating and positioning the Advertising Benches it placed within the City. In addition, the Permittee shall be solely responsible for the removal of all snow, ice and other debris located on or about the Advertising Benches and in the area surrounding the Advertising Benches.

2. Liability and Indemnification.

a. Liabilities and Indemnification. Permittee covenants and agrees that the City shall not be responsible or liable to the Permittee or any other person or persons for any claims, damages, actions or causes of action of any kind or character arising out of the use, construction, installation, location, placement, maintenance, repair, upkeep, content or other matter related to the Advertising Benches which are the subject of this Agreement. Permittee further covenants and agrees to defend at its sole cost and expense, and indemnify and hold harmless the City from any action, lawsuit or proceeding commenced for the purpose of asserting any claim of whatever nature arising out of or in connection to the use, construction, installation, location, placement, maintenance, repair, contents of or other matter related to the Advertising Benches which are the subject of this Agreement.

b. Application of Minnesota Statutes Chapter 466. Notwithstanding Section 2(a) of this Agreement, the parties agree that nothing herein shall abrogate or waive the City's rights to the liability limits set forth in Minnesota Statutes Chapter 466. Under no circumstance shall the City be required to pay, on behalf of itself or other parties, any amounts in excess of the limits established in Minnesota Statutes Chapter 466. In addition, the limits of liability for some or all parties may not be added together to increase the maximum statutory liability limits for the City.

3. Term and Termination of Agreement.

a. Term. The Term of this Agreement shall run from the date of this Agreement through the Date of Termination as set forth in Paragraph 3(b) below.

b. Date of Termination. Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. In addition, the City may terminate this Agreement immediately and without notice upon the occurrence of any of the following events:

- (1) Permittee fails to obtain Permit(s) from the City allowing it to construct, maintain, and/or place Advertising Benches in the City;
- (2) Permittee fails to renew its Permit(s) from the City allowing it to construct, maintain, and/or place Advertising Benches in the City;
- (3) Permittee is found in violation of any of the provisions of the Inver Grove Heights City Code related to Advertising Benches and/or their location, placement, maintenance, and construction;
- (4) Expiration of the Permit(s);

- (5) Permittee fails to comply with all conditions and requirements of the Permit(s) or the Inver Grove Heights City Code related to Advertising Benches;
- (6) City denies Permittee Permit(s), or revokes or refuses to renew Permittee's Permit(s) allowing it to construct, maintain or place Advertising Benches in the City;
- (7) Permittee or the City removes all the Advertising Benches from the City; or
- (8) Permittee abandons or fails to properly maintain any of the Advertising Benches it constructed, located, or placed in the City, as required.

In the event of termination of this Agreement, Permittee must immediately remove all Advertising Benches placed pursuant to this Agreement. Such Advertising Benches shall be removed on or before the termination date of this Agreement. After removal of the Advertising Benches, Permittee shall repair and return the locations of the Advertising Benches to their original condition.

Termination of this Agreement shall not negate the rights of the City pursuant to Section 2 of this Agreement, which shall continue to apply to any suit, claim, action or cause of action arising out of or in relation to the Advertising Benches which are the subject of this Agreement, even if the suit, claim, action or cause of action was brought or commences, or if the events giving rise to the suit, claim, action or cause of action occurred after the termination of this Agreement.

4. **Final and Complete Agreement.** This Agreement represents the complete and final agreement of the Permittee and City, and may not be modified or amended except in writing and duly executed by both parties. This Agreement supercedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements that in any way change the terms, covenants, and conditions herein set forth.

5. **Headings.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

6. **Binding Effect.** All covenants, agreements and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. **Severability.** If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other of the terms and conditions hereof, and the terms and conditions hereof shall thereafter be construed as if such invalid, illegal or unenforceable terms or conditions had never been contained herein.

8. **Compliance with Local, State and Federal Laws, Rules and Regulations.** Both parties covenant and agree to comply with all local, state and federal laws, rules and regulations related in any way to this Agreement or the Advertising Benches which are the subject of this Agreement.

IN WITNESS WHEREOF, the Permittee and the City have executed this Agreement on the day and year above-written.

CITY OF INVER GROVE HEIGHTS

By _____

Its _____

Attest: _____

Its: _____

PERMITTEE

National Courtesy Bench

By  _____

Its President _____

Locations for License Renewal

Inver Grove Hgts	SE Mendota Rd E @ Babcock Trail
Inver Grove Hgts	E side 50th St E @ S Robert Trail
Inver Grove Hgts	NE 78th St E @ Cahill Ave
Inver Grove Hgts	SE 80th St E @ Boyd Ave
Inver Grove Hgts	NW 80th St E @ Cahill Ave
Inver Grove Hgts	SW 80th St E @ Cleadis Ave
Inver Grove Hgts	NW Babcock Trail @ 55th St
Inver Grove Hgts	SE Cahill Ave @ 78th St E
Inver Grove Hgts	NW Clayton Ave @ 78th St E
Inver Grove Hgts	SW College Trail @ Cahill Ave

ADVERTISING BENCH AGREEMENT

THIS AGREEMENT is entered into this 5 day of February 2025, by and between U.S. Bench Corp. ("Permittee") and the City of Inver Grove Heights, Minnesota ("City"), a municipal corporation.

WITNESSETH THAT:

WHEREAS, Permittee has applied to the City Council for permit(s) to place Advertising Benches within the City ("Permit(s)");

WHEREAS, Permittee seeks to install Advertising Benches in various locations within the City ["Advertising Benches"];

WHEREAS, the locations for the Advertising Benches are set forth in the Permit(s) filed with the City;

WHEREAS, the City and Permittee execute this Agreement to clarify the liability, indemnity and other issues that may arise from the placement, use, or maintenance of the Advertising Benches in the City;

WHEREAS, the Permittee and the City also wish to reflect their understandings in this Agreement as to the location, construction, maintenance, and repair of the Advertising Benches;

NOW, WHEREFORE, in consideration of the mutual covenants set forth below, the parties hereto agree to the following terms and conditions:

1. Responsibilities of the Permittee.

- a. Permit Requirement. Permittee shall obtain and maintain a valid Permit or Permits from the City for the Advertising Benches. Permittee shall follow all rules, regulations and requirements of the permit process.
- b. Locations for Advertising Benches. Permittee shall be responsible for selecting the locations for the Advertising Benches and associated signage. Prior to locating any new Advertising Bench in the City, Permittee shall make a determination that each Advertising Bench is in compliance with the location standards set forth by the City. Permittee shall be solely responsible for any liability arising out of or as a result of the location of the Advertising Benches.
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d. Erection and Maintenance of Advertising Benches. The Permittee shall be solely responsible for constructing, installing, maintaining, repairing, relocating and positioning the Advertising Benches it placed within the City. In addition, the Permittee shall be solely responsible for the removal of all snow, ice and other debris located on or about the Advertising Benches and in the area surrounding the Advertising Benches.

2. **Liability and Indemnification.**

a. Liabilities and Indemnification. Permittee covenants and agrees that the City shall not be responsible or liable to the Permittee or any other person or persons for any claims, damages, actions or causes of action of any kind or character arising out of the use, construction, installation, location, placement, maintenance, repair, upkeep, content or other matter related to the Advertising Benches which are the subject of this Agreement. Permittee further covenants and agrees to defend at its sole cost and expense, and indemnify and hold harmless the City from any action, lawsuit or proceeding commenced for the purpose of asserting any claim of whatever nature arising out of or in connection to the use, construction, installation, location, placement, maintenance, repair, contents of or other matter related to the Advertising Benches which are the subject of this Agreement.

b. Application of Minnesota Statutes Chapter 466. Notwithstanding Section 2(a) of this Agreement, the parties agree that nothing herein shall abrogate or waive the City's rights to the liability limits set forth in Minnesota Statutes Chapter 466. Under no circumstance shall the City be required to pay, on behalf of itself or other parties, any amounts in excess of the limits established in Minnesota Statutes Chapter 466. In addition, the limits of liability for some or all parties may not be added together to increase the maximum statutory liability limits for the City.

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- (1) Permittee fails to obtain Permit(s) from the City allowing it to construct, maintain, and/or place Advertising Benches in the City;
- (2) Permittee fails to renew its Permit(s) from the City allowing it to construct, maintain, and/or place Advertising Benches in the City;
- (3) Permittee is found in violation of any of the provisions of the Inver Grove Heights City Code related to Advertising Benches and/or their location, placement, maintenance, and construction;
- (4) Expiration of the Permit(s);

- (5) Permittee fails to comply with all conditions and requirements of the Permit(s) or the Inver Grove Heights City Code related to Advertising Benches;
- (6) City denies Permittee Permit(s), or revokes or refuses to renew Permittee's Permit(s) allowing it to construct, maintain or place Advertising Benches in the City;
- (7) Permittee or the City removes all the Advertising Benches from the City; or
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4. **Final and Complete Agreement.** This Agreement represents the complete and final agreement of the Permittee and City, and may not be modified or amended except in writing and duly executed by both parties. This Agreement supercedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements that in any way change the terms, covenants, and conditions herein set forth.

5. **Headings.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

6. **Binding Effect.** All covenants, agreements and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. **Severability.** If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other of the terms and conditions hereof, and the terms and conditions hereof shall thereafter be construed as if such invalid, illegal or unenforceable terms or conditions had never been contained herein.

8. **Compliance with Local, State and Federal Laws, Rules and Regulations.** Both parties covenant and agree to comply with all local, state and federal laws, rules and regulations related in any way to this Agreement or the Advertising Benches which are the subject of this Agreement.

IN WITNESS WHEREOF, the Permittee and the City have executed this Agreement on the day and year above-written.

CITY OF INVER GROVE HEIGHTS

By _____

Its _____

Attest: _____

Its: _____

PERMITTEE

U.S. Bench Corp.

By  _____

Its President _____

Locations for License Renewal

City	Corner	Location
Inver Grove Hgts	SE 54th St E @ S Robert Trail	
Inver Grove Hgts	SE Blaine Ave @ 80th St E	
Inver Grove Hgts	NE Cahill Ave @ 80th St E	
Inver Grove Hgts	SE Cahill Ave @ Cheney Trail	
Inver Grove Hgts	SE Carmen Ave @ 65th St E	
Inver Grove Hgts	SW Carmen Ave @ 65th St E	
Inver Grove Hgts	NW Cenex Dr @ Upper 55th St E	
Inver Grove Hgts	SE Clayton Ave @ 75th St E	
Inver Grove Hgts	SW Mendota Rd @ S Robert Trail	
Inver Grove Hgts	SE Mendota Rd E @ Babcock Trail	
Inver Grove Hgts	NE Upper 55th St E @ S Robert Trail	

U.S. BENCH CORPORATION		
CITY	CORNER	LOCATION
Inver Grove Heights	SE	54th St E @ S. Robert Trl
Inver Grove Heights	SE	Blaine Ave @ 80th St E
Inver Grove Heights	NE	Cahill Ave @ 80th St E
Inver Grove Heights	SE	Cahill Ave @ Cheney Trl
Inver Grove Heights	SE	Carmen Ave @ 65th St E
Inver Grove Heights	SW	Carmen Ave @ 65th St E
Inver Grove Heights	NW	Cenex Dr @ Upper 55th St E
Inver Grove Heights	SE	Clayton Ave @ 75th St E
Inver Grove Heights	SW	Mendota Rd @ S. Robert Trl
Inver Grove Heights	NE	Upper 55th St E @ S. Robert Trl

NATIONAL COURTESY BENCH		
CITY	CORNER	LOCATION
Inver Grove Heights	SE	Mendota Rd E @ Babcock Trl
Inver Grove Heights	E side	50th St E @ S. Robert Trl
Inver Grove Heights	NE	78th St E @ Cahill Trl
Inver Grove Heights	SE	80th St E @ Boyd Ave
Inver Grove Heights	NW	80th St E @ Cahill Ave
Inver Grove Heights	SW	80th St E @ Cleadis Ave
Inver Grove Heights	NW	Babcock Trl @ 55th St
Inver Grove Heights	SE	Cahill Ave @ 78th St E
Inver Grove Heights	NW	Clayton Ave @ 78th St E
Inver Grove Heights	SW	College Trl @ Cahill Ave



Request for Council Action

SUBJECT: **Resolution Amending Technology Fund Budget to Extend Fiber Conduit to Groveland Park**

MEETING DATE: April 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Marc Gade, Technology Manager, 651.450.2576

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing the installation of conduit to Groveland Park and approving an amendment to the 2025 Information Technology Budget.

BACKGROUND

With a 2025 street reconstruction project scheduled for the area around Groveland Park, including Audrey Ave and August Way, the City has an opportunity to install conduit now, which will allow for the extension of fiber through the conduit to the park in the future. This sets the stage to add security cameras, door access controls to the shelter and public Wi-Fi at the park. Coordinating the conduit installation with the street reconstruction minimizes disruptions to the neighborhood, realizes construction cost savings and makes it easier to extend the fiber in the future.

The City has a fiber maintenance agreement with LOGIS, who will engineer and manage the project on the City's behalf as they have done with previous similar projects elsewhere in the city. (*LOGIS stands for "Local Government Information Systems" and is a joint powers organization that provides an array of information technology services to more than 50 public agencies in Minnesota.*) They have provided the attached quote of \$23,358.75 for the work.

FISCAL IMPACT

The requested action will increase the 2025 Technology Fund budget to authorize an additional \$23,360 in expenditures, to be taken from the available fund balance. The Technology Fund had an unassigned fund balance of approximately \$950,000 as of the end of 2024.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

ATTACHMENTS

1. Resolution Amending Technology Fund Budget to Extend Conduit to Groveland Park
2. Route Map and Price Quote for Conduit Installation

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING INSTALLATION OF CONDUIT TO GROVELAND PARK
AND ASSOCIATED BUDGET AMENDMENT FOR THE TECHNOLOGY FUND**

WHEREAS, the City is undertaking a 2025 street reconstruction project for the area around Groveland Park, including Audrey Avenue and August Way;

WHEREAS, the street reconstruction project provides the opportunity to install conduit up to the park, in a manner that is more cost effective and less disruptive than doing so at a later time; and

WHEREAS, with conduit in the ground, the City will have the ability to extend fiber to Groveland Park in the future, which will enable future enhancements such as security cameras, door access controls to the shelter, and public Wi-Fi.

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

1. The City Council authorizes the extension of fiber conduit to Groveland Park in coordination with the 2025 street reconstruction project.
2. The City Council approves an increase to the 2025 Technology Fund expenditure budget to authorize an additional \$23,360 in expenditures, to be taken from the available fund balance within the Technology Fund.

Approved by the City of Inver Grove Heights, Minnesota this 28th day of April, 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

300893 IG-Groveland Park 1990 46th St(entrance) to HH at Mendota & Audrey Ave (Conduit only) - New Build



Installation of conduit only from handhole at Mendota Rd & Audrey Ave to entrance of Groveland Park. This cost estimate includes labor, conduit, handholes and trace wire needed to complete this project. Any unforeseen cost will be communicated once known.

Labor	\$20,168.75
Materials	\$3,190.00
Total	\$23,358.75
Estimate annual locates \$243.75	



Request for Council Action

SUBJECT: **Renewal of Printer/Copier Contract with Marco Technologies LLC**

MEETING DATE: April 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Marc Gade, Technology Manager, 651.450.2576

ACTION REQUESTED

The Council is asked to authorize renewal of the City's printer/copier contract with Marco Technologies LLC for an additional five-year term.

BACKGROUND

The City's current print services agreement with Marco is expiring. Staff evaluated existing usage and equipment, and obtained a competitive proposal from Loffler. The proposed renewal from Marco Technologies LLC was found to best meet the City's needs at a cost effective price. It will include replacement of several outdated Sharp and Lexmark models with newer, more efficient Sharp and HP devices.

The new contract includes equipment, service, maintenance, and supplies (excluding paper and staples). Support includes delivery, installation, initial training, and help desk access.

FISCAL IMPACT

The base monthly cost of the contract is \$2,233.65, plus applicable usage charges which are estimated to average \$1,741 per month, for a total monthly cost of just under \$3,975. Funding for this contract is included in the adopted 2025 budget and will need to be continued in the 2026-2029 budgets.

RECOMMENDATION

Staff recommends the Council authorize renewal of the Managed Account Program (MAP) agreement with Marco Technologies LLC for copiers, multi-function printers and desktop printing devices for an additional five-year term.

ATTACHMENTS

1. STRATEGIC RENEWAL Proposal -(0) Base Minimums- CITY OF INVER GROVE HEIGHTS - V3



April 15, 2025

PROPOSAL FOR

CITY OF INVER GROVE HEIGHTS

ATTN: MARC GADE

PHONE: (651) 450-2576

Prepared by:

CURT THOMPSON

Technology Advisor
651-288-6944

curt.thompson@marconet.com



Managed Services



Copiers & Printers



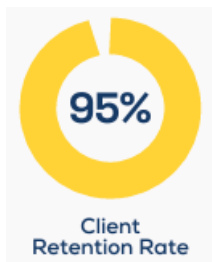
Audio Visual



Business IT Services



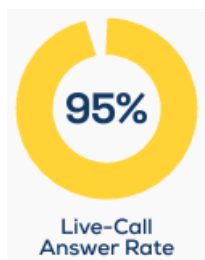
- Technology Assessment
- Cloud Services
- Enterprise Content Management (ECM)
- Networking
- Backup & Disaster Recovery
- Security
- Data Center
- Storage



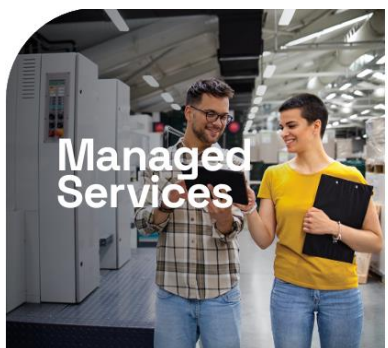
- Production Print
- Wide Format Printers
- Print Software Applications
- Copiers, Printers, and Multifunction Devices



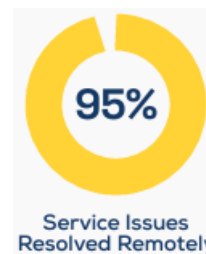
- Hosted Voice
- On-Premises Phone Systems
- Cloud Voice
- Collaboration



- Audio Visual Conferencing
- Video Surveillance Systems
- Meeting Rooms
- Digital Signage
- Access Control Systems



- Managed IT
- Managed Print
- Managed Voice





CURRENT SITUATION

Existing Agreement	\$1,817.28/Month
Usage Over Contracted Volumes	\$1,741.91/Month
TOTAL.....	\$3,559.20/Month

RECOMMENDED PRINT SOLUTION

QTY	ITEM	DESCRIPTION
2	HP M406DN, LEXMARK XM1342	Keeping (EXISTING)
10	HP Printers (NEW)	Replacing Lexmark M3250 (9), XM3250 (1) (age)
6	Sharp BP-70C45 (NEW)	Replacing sharp MX-4071 (age)
3	Sharp BP-70C55 (NEW)	Replacing sharp MX-5071 (age)
2	Sharp BP-70C65 (NEW)	Replacing sharp MX-6071 (age)

MANAGED ACCOUNT PROGRAM (MAP)

Our Managed Account Program includes equipment, service, and supplies (except staples and paper). The result is a system with the capabilities and features you need—without the administrative headaches.

60 Month MAP \$2,233.65/Month

- MFP Black and White Prints included per Month: 0
- Average MFP Black and White Prints Per Month: 19,933
- MFP Black and White Print Cost per Page: \$0.005/Print
- MFP Color Prints included per Month: 0
- Average MFP Color Prints Per Month: 28,602
- MFP Color Print Overages: \$.039/Print
- Desktop Printers - Black and White Prints included per Month: 0
- Average Desktop Printer Monochrome Prints Per Month: 3,631
- Desktop Printer Black and White Print Cost: \$.0139/Print
- MICR Black and White Prints included per Month: 0
- MICR Black and White Average Prints per Month: 98
- MICR Black and White Print Overage: \$0.04/Print

DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING

Delivery, Installation, Initial Supplies & Initial Training.....Included

The above pricing does not include applicable sales tax.

Accepted by: _____ Date: _____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.



MARCO SUPPORT DESK (RECOMMENDED OPTION)

Our network and hardware technicians support hardware malfunctions, connectivity, and device settings. You can receive support directly from your workstation or we can also provide interactive, remote sessions. Remote work allows our staff access to your computer, so we can walk you through the solution visually.

- Live-call answer Monday-Friday, 8:00 a.m. to 5:00 p.m.
- Setting up scan to e-mail folder and desktop solutions.
- Help with duplex printing, desktop publishing, booklet printing, etc.
- Identification of solutions for device connection and printing
- Coordination with IT staff members to resolve server issues.

16+ Devices \$30.00/Month*

The above pricing does not include applicable sales tax.

Accepted by:_____ Date:_____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.



Request for Council Action

SUBJECT: **Approval to Purchase Replacement Laptops for Police Squad Cars**

MEETING DATE: April 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Marc Gade, Technology Manager, 651.450.2576

ACTION REQUESTED

The Council is asked to authorize the purchase of 14 replacement squad laptops from Baycom Inc., in the amount of \$34,986, utilizing the Minnesota State Purchasing Contract (#240320).

BACKGROUND

The current squad laptops were purchased in 2020 and have reached the end of their recommended lifecycle for frontline public safety operations. These devices are critical for maintaining mobile access to law enforcement systems, dispatch communication, and field reporting.

Standard features for the Panasonic Toughbook FZ-55 include:

- Intel Core i5-1345U vPro Processor
- 14" FHD Gloved Multi-Touch Display
- 16GB RAM and 512GB SSD
- Wi-Fi 6E, Bluetooth 5.3, and Ethernet
- Standard 3-year parts & labor warranty
- Compliance with CJIS security standards

The existing squad laptops will be digitally cleaned and used as spares or repurposed.

FISCAL IMPACT

The total cost of the 14 laptops is \$34,986 and the pricing is in accordance with Minnesota State Purchasing Contract #240320. Shipping is included, and the City is tax-exempt. Funding for this purchase was included in the adopted 2025 budget for the Technology Fund. This item is being brought forward for Council approval because the total cost exceeds \$30,000.

RECOMMENDATION

Staff recommends replacing the existing units with 14 Panasonic Toughbook FZ-55 laptops, as detailed in the quote provided by Baycom Inc., dated April 21, 2025.

ATTACHMENTS

1. TOUGHBOOK 55mk3 spec sheet



TOUGHBOOK 55

- Innovative modular design and user-removable xPAK's offer unparalleled customization
- Unprecedented all-day battery life
- MIL-STD-810H and IP53 certified magnesium alloy design with built-in handle
- Backwards compatibility with the previous generation of vehicle and desktop docks
- State of the art technology including infrared webcam with AI noise reduction microphones and privacy cover

AWARD WINNING MODULAR DESIGN AND ALL-DAY BATTERY LIFE

The Panasonic TOUGHBOOK® 55 breaks new ground offering unrivaled flexibility in even the most demanding and unpredictable environments with its innovative modular expansion packs (xPAK's). I/O, optical drives, authentication readers, and even the barcode reader xPAK are all user-upgradeable. Backwards compatibility with the previous generation of docks protects customers' investments while saving time and resources. Built with state of the art technology, the TOUGHBOOK 55 offers the latest Intel® 13th Gen CPU with up to 14 processors, up to 64GB of RAM, up to 3TB of storage, microphones with AI noise reduction, color-selectable backlit keyboard and 92db speakers.

MIL-STD-
810H

IP53

3-FOOT
DROP RATING



TOUGHBOOK 55

SOFTWARE

- Windows® 11 Pro
- Panasonic Utilities and Recovery Partition
- Waves MaxxAudio®
- Enterprise ready driver packages including CAB files and one-click driver bundles
- CORE Asset Management

CERTIFICATIONS & DURABILITY

- MIL-STD-810H: 3' drop, shock, bench handling, vibration, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, humidity¹
- IP53¹
- ASTM D4169-16¹
- Spill-resistant keyboard
- Magnesium alloy chassis with handle
- User-removable xPAK's, RAM, keyboard, battery and caged SSD (w/heater)²
- Raised bezel for LCD impact protection
- Replaceable screen protector

CPU

- Intel® Core™ i5-1345U vPro® 10-core processor¹²
– Up to 4.7GHz with Turbo Boost, 12MB cache
- Intel® Core™ i7-1370P vPro® 14-core processor
– Up to 5.2GHz with Turbo Boost, 24MB cache

STORAGE & MEMORY

- User-upgradeable RAM (up to 2 DIMM's)
16-64GB total (DDR4-3200MHz)^{3,4}
- Main SSD: 512GB, 1TB or 2TB quick-release OPAL NVMe with heater³
- Optional 2nd SSD: 512GB or 1TB quick-release OPAL NVMe with heater³

DISPLAY & GRAPHICS

- Display
– 14.0" HD 1366 x 768
– 14.0" FHD 1920 x 1080 capacitive touch (1000 nit)
- IPS with direct bonding
- Anti-reflective (AR) and anti-glare (AR) screen treatments on Touch model
- Graphics
– Intel® UHD Graphics (units with 1 DIMM)
– Intel® Iris® Xe Graphics (units with 2 DIMM)⁴
- Supports up to 4 displays
- Concealed Mode; Day/Night Mode

AUDIO

- Integrated dual-array mic w/AI noise reduction
- Waves MaxxAudio®
- Integrated 92db speakers (top-facing)
- Keyboard volume and mute controls

WEBCAM

- 2MP (1080p) w/privacy cover
- Infrared with Windows Hello support

KEYBOARD & INPUT

- Touch model: Stylus pen, stylus holder and tether
- Touch model: 4 modes (glove, touch, pen, pen/touch)
- Backlit keyboard icons (Caps lock, Num Lock, Scroll Lock, Storage Drive, SD Card)
- User-removable 82-key emissive keyboard²
– 4 programmable keys (A1-A4)
– Color-selectable backlit with 4 adjustable levels
- Electrostatic touchpad with multi touch

OPTICAL DRIVE

- Optional Blu-ray Drive (xPAK)^{5,6}
- Optional DVD Drive (xPAK)^{5,6}

INTERFACE

- USB-C Thunderbolt™ 4, 40Gbps 3A (PD, DP)
- USB-A x2 (10Gbps 1.5A, 5Gbps 0.9A)
- Optional USB-C (5Gbps); Optional USB-A (5Gbps)⁷
- Optional Fischer® USB (Core Series 5-pin)⁷
- MicroSDXC UHS-I
- HDMI 4K
- Optional VGA⁷
- Ethernet 1Gbps RJ-45
- Optional 2nd Ethernet 1Gbps RJ-45⁷
- Optional Serial (True) D-sub 9-pin⁷
- Audio In/Out 3.5mm
- Dual SIM (Nano-SIM 4FF x1, eSIM x1)

WIRELESS

- Optional 4G EM7511 (up to 600 Mbps)
– 4G (LTE, LTE-A)
– Multi carrier (AT&T, FirstNet, Verizon)
– Satellite GPS & CBRS Band 48 Capable⁸
- Optional dedicated GPS (u-blox NEO-M8N)
- Optional dual antenna pass-through
- Intel® Wi-Fi 6E AX211 (up to 2.4 Gbps)
- Bluetooth® v5.3 (Class 1)
- Airplane mode Fn key

POWER

- Li-Ion battery:
– 10 hours (20 w/opt. 2nd battery)^{9,10}
– 10.8V, 6500mAh typical (6300mAh min)
- Hot swap with optional 2nd battery¹⁰
- Battery charging time: 3 hours (each battery)⁹
- TOUGHBOOK Smart Battery Technology
- AC Adapter: AC 100V-240V worldwide power, auto sensing/switching

SECURITY FEATURES

- Secured-core PC
- TPM v2.0
- NIST BIOS compliant
- Persistence® technology by Absolute in BIOS¹¹
- Kensington cable lock slot
- Encrypted OPAL SSD's
- Optional locking screws for SSD and xPAK's
- Optional fingerprint reader xPAK's¹⁰
– Secured-core PC (363 DPI)
– Active Directory (385 DPI)
- Optional insertable Smart Card reader xPAK's^{5,10}
- Optional contactless Smart Card Reader xPAK^{10,12}
– 13.56MHz (ISO 14443 A/B, ISO 15693, 18092)

DIMENSIONS & WEIGHT

- 10.7"(L) x 13.6"(W) x 1.3"(H)
- 4.6 lbs. (HD model), 4.9 lbs. (Touch model)

WARRANTY

- 3-year limited warranty, parts and labor

INTEGRATED OPTIONS

- 4G EM7511 modem
- Dedicated GPS (u-blox NEO-M8N)
- Dual antenna pass-through
- Main SSD (OPAL)
– 512GB FZ-VSDR5535W
– 1TB FZ-VSDR5537W
– 2TB FZ-VSDR5539W
- Memory Cards
– 16GB DDR4 FZ-BAZ2216
– 32GB DDR4 FZ-BAZ2232
- Backlit Emissive Keyboard FZ-VKB55107U
- Rear Expansion Area xPAK's
– VGA + Serial + USB-A FZ-VCN551W
– VGA + Serial + LAN FZ-VCN552W
– VGA + Serial + Fischer USB FZ-VCN553W
– USB-C + USB-A FZ-VCN554W¹²
- Right Expansion Area
– Fingerprint (MSFT SC-PC) xPAK FZ-VFP551W
– Fingerprint (Active Dir) xPAK FZ-VFP552M
– Contactless Smart Card xPAK FZ-VNF552M¹²
– Insertable Smart Card xPAK FZ-VSC551W
– 2nd Battery FZ-VZSU1HU
- Left Expansion Area xPAK's
– Barcode Reader (N6703HD) FZ-VBR552M¹²
– Blu-ray Drive FZ-VBD553W
– DVD Drive FZ-VDM553W
– Insertable Smart Card FZ-VSC552W
– 512GB 2nd SSD OPAL FZ-VSD55153W
– 1TB 2nd SSD OPAL FZ-VSD55173W

Please consult your reseller or Panasonic representative to learn more about the TOUGHBOOK 55 and the wide variety of accessories and services offered.

- 1 Base model tested by national independent third party lab following MIL-STD-810H Method 516.8 Procedure IV for transit drop test and IEC 60529 Sections 13.4, 13.6.2, 14.2.5 and 14.3 for IP.
- 2 Keyboard is user-replaceable, but once removed, the old keyboard must be discarded.
- 3 1GB = 1,000,000,000 bytes. Total usable memory will be less depending upon actual system configuration.
- 4 Units equipped with two DIMM (memory cards) come with Intel Iris Xe graphics instead of Intel UHD graphics.
- 5 Barcode Reader, Insertable Smart Card CAC Reader, DVD Drive, Blu-ray Drive and 2nd SSD Drive in Left Expansion Area are mutually exclusive.
- 6 Power2Go and PowerDVD software not included.
- 7 VGA+Serial+USB-A, VGA+Serial+Fischer USB and VGA+Serial+LAN and USB-C+USB-A in Rear Expansion Area are mutually exclusive.
- 8 The module firmware and the device antenna system have obtained technical approval by commercial carriers in the US. It is customer's responsibility to assure that the module firmware and the device antenna system are compatible with the customer's Private LTE network using Band 48.
- 9 Battery performance features such as charge time and life span can vary according to the conditions under which the computer and battery are used. Battery operation and recharge times will vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery test results from MobileMark 25 at 250 nit, connected to Wi-Fi and using the Office Productivity and Creativity scenarios. MobileMark 2014 battery life results is 18 hours (36 with optional long life batteries) tested at 150 nit, connected to Wi-Fi and using just the Office Productivity scenario.
- 10 2nd Battery, Fingerprint Reader, Contactless Smart Card Reader and Insertable Smart Card Reader in Right Expansion Area are mutually exclusive.
- 11 Requires software and activation to enable theft protection.
- 12 Late availability

INSERT PARTNER LOGO

Enter Company Name
Website
Phone

na.panasonic.com/TOUGHBOOK55 | 1-888-245-6344

TOUGHBOOK 55 Mk3

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SPEC SHEET





Request for Council Action

SUBJECT: **Resolution Approving the Purchase of New and Trade-In of Old Fitness Equipment for the Veterans Memorial Community Center**

MEETING DATE: April 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Julie Dorshak, Recreation Superintendent, 651.450.2588

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing the purchase of new cardio and strength fitness equipment from Push Pedal Pull, Inc. at a cost of \$37,396, and declaring certain fitness equipment surplus property and authorizing its trade-in for credit toward the purchase of new equipment.

BACKGROUND

In the fall of 2024, staff began preparations for the replacement and purchase of new fitness equipment at the Veterans Memorial Community Center. This initiative is part of the City's adopted 2025 Capital Improvement Plan (CIP) and is funded through the Community Center Capital Fund.

To maintain a high quality, safe and up-to-date fitness center, it is essential that fitness equipment be upgrading on an ongoing basis. Over the past ten years, the VMCC has replaced cardio equipment every 3-5 years and strength equipment every 7-10 years. Most strength equipment purchased includes a 10-year warranty for frame, 3-5 years parts and one-year for labor.

This year, staff is proposing the replacement of two pieces of strength equipment and six cardio machines for the fitness center and mezzanine. Members have been requesting an Inner/Outer Thigh machine for years and, since we have limited space, we are trading in the least-utilized strength machine, the Precor Discover Lateral Raise, in order to make room for this member-requested equipment.

Each of the cardio machines have been in use for 10 years and are out of warranty for parts, labor and structure. In many cases, parts for the units have been discontinued. The average cost to repair a cable or part on a broken machine is at least \$250. The service call alone is usually \$125 - \$150, with the cost of parts added on to that. Additionally, the average wait time to replace a machine is two weeks. The VMCC fitness center is relatively small and can house only one of each type of strength equipment. Therefore, when a piece of equipment is down for maintenance, customers become frustrated when their workout routine is interrupted due to broken equipment. Keeping equipment clean, safe and in working order allows the VMCC to remain competitive with other facilities at its price point.

Lastly, this request also includes the addition of a Nustep 74R Recumbent Cross Trainer. This is an

important cardio machine for customers who are going through physical therapy rehab or those who have any knee or hip issues.

FISCAL IMPACT

The adopted 2025 budget for the Community Center Capital Fund (Fund 206) includes \$40,000 for new fitness equipment.

Quotes for the recommended cardio and strength equipment were received from two local vendors and are listed below. Each vendor provided a competitive quote for the same number and same or similar piece of equipment. Quotes include the appropriate factory freight, delivery charges and trade in values.

	Push Pedal Pull, Inc.	Johnson Fitness & Wellnes
Cardio Equipment	\$30,281	\$34,255
Strength Equipment	\$6,650	\$6,158
Trade-In Value	- \$2,825	-\$1,975
Freight	\$1,100	\$0
Installation	\$2,190	\$1,500
TOTAL	\$37,396	\$39,938

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution Authorizing Fitness Equipment Trade In and Purchase (April 2025)
2. Quote from Push Pedal Pull
3. Quote from Johnson Fitness & Wellness

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

RESOLUTION NO. _____

**RESOLUTION DECLARING CERTAIN FITNESS EQUIPMENT SURPLUS PROPERTY
AND AUTHORIZING ITS TRADE IN AND AUTHORIZING THE PURCHASE OF
NEW FITNESS EQUIPMENT FROM PUSH PEDAL PULL**

WHEREAS, the City's Veterans Memorial Community Center has the need to acquire certain new pieces of fitness equipment and dispose of other pieces of fitness equipment pursuant to the terms of Minnesota Statutes, Sections 471.345, 471.64, and 471.3459;

NOW THEREFORE, be it resolved by the City Council of the City of Inver Grove Heights, Minnesota, as follows:

1. The following City-owned equipment or property is hereby declared surplus and is authorized to be traded in to Push Pedal Pull for a credit of \$2,825 to offset the purchase of new fitness equipment:
 - (1) PRECOR DISCOVER LATERAL RAISE
 - (1) MATRIX AURA CHEST PRESS
 - (2) MATRIX 5 SERIES STAIR CLIMBER
 - (1) OCTANE 4700 ELIPTICAL
 - (1) MATRIX ASCENT TRAINER
 - (1) WATER ROWER
 - (1) PRECOR 1BK - 835
2. City staff are authorized to purchase the following equipment from Push Pedal Pull at a cost of \$37,396, after trade-ins:
 - (1) INNER/OUTER THIGH 250#
 - (1) MULTI-PRESS - HEAVY STACK
 - (2) VAPOR PALISADE CLIMBER BASE + (2) UNITE LED CONSOLE
 - (2) EFX 635 ELLIPTICAL - P31: MOVINGS ARMS
 - (1) UBK 835 UPRIGHT BIKE EXP – P31
 - (1) NUSTEP T4R RECUMBENT CROSS TRAINER

Adopted this 28th day of April 2025 by the City Council of Inver Grove Heights, Minnesota.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Push Pedal Pull, Inc.
14300-B Buck Hill Road
Burnsville MN 55337
MN COMMERCIAL DELIVERY
Cell / Text: (612) 201-0879
cwitt@pushpedalpull.com

Purchase Recommendation

Page 1 of 2

Prepared by: Chad Witt

Quote Date	Quote #
01/21/2025	124034

Billing Address	Shipping Address
INVER GROVE HGTS PARK/REC att: Accounts Payable 8055 BARBARA AVE INVER GROVE HEIGHTS MN 55077	INVER GROVE HGTS PARK/REC KATELYN BROWN 8055 Barbara Ave Inver Grove Heights MN 55077
Account No.	Customer Email
3601401 INVER GROVE HGTS PARK/REC	kbrown@ighmn.gov

Item #	MFR	MODEL	Description	Color	Qty	MSRP	Price	Extended
50778	TRUE FITN...	FUSE0400H	INNER/OUTER THIGH 250#		1	5,999.00	3,700.00	3,700.00
76978	TRUE FITN...	SD1005H	MULTI-PRESS - HEAVY STACK		1	4,799.00	2,950.00	2,950.00
9995			True Strength Warranty: WARRANTY Frame Components and Welds, excluding coatings: 10 Years Bronze Bushings, Sealed Rotating Bearings, Pulleys, Weight plates, and Guide Rods, excluding coatings: 5 Years Labor, Cables, Linear Bearings and Shafts, and all other components not mentioned elsewhere in this warranty: 1 Year Normal wear parts including but not limited to labels, upholstered pads, and grips: 90 Days					
9938		TR	TRADE IN CREDIT PRECOR DISCOVER LATERAL RAISE		1		-250.00	-250.00
9938		TR	TRADE IN CREDIT MATRIX AURA CHEST PRESS		1		-175.00	-175.00
51130	TRUE FITN...	VC1-0A-35	VAPOR PALISADE CLIMBER BASE (console sold seperately)		2	9,100.00	5,915.00	11,830.00
51107	TRUE FITN...	CC6-LT0A	UNITE LED CONSOLE		2	799.00	500.00	1,000.00
9995			TRUE CARDIO WARRANTY: 3					

Standard Terms and Conditions:

1) 50% deposit and signed P.O. with order. Balance due before delivery.

Send Payment To:
2306 W 41st St.
Sioux Falls, SD 57105

2) Additional delivery fees may apply for additional trips.

3) Prices are subject to change 14 days after the quote date.

4) There will be a 2% monthly service charge on all overdue accounts. Buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.

5) The quote is computed to be performed during regular business hours. Any special request by the buyer necessary to complete work will be paid by the buyer.

6) Clerical errors are subject to correction.

7) Buyer agrees to promptly file claim for all goods damaged in transit.

8) We have a 30-day limited exchange policy with the exception of damaged or defective goods. This policy excludes exchanges on special orders and accessories. Merchandise must be in "like new" condition.

9) There will be a 20% restocking fee on merchandise cancellations or returns. Delivery, Set-Up and Freight will not be refunded.

Subtotal \$: 37,396.00

Sales Tax \$: 0.00

Total \$: 37,396.00

Acceptance of Proposal:

These prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed with full understanding of the payment terms.

A 3% fee will be assessed on all credit card payments.

Date:

Authorized Signature:

P.O. Number:

Print Signature:

Purchase Recommendation

Page 2 of 2

Push Pedal Pull, Inc.
14300-B Buck Hill Road
Burnsville MN 55337
MN COMMERCIAL DELIVERY

Prepared by: Chad Witt

cwitt@pushpedalpull.com

Quote Date	Quote #
01/21/2025	124034

Billing Address	Shipping Address
INVER GROVE HGTS PARK/REC att: Accounts Payable 8055 BARBARA AVE INVER GROVE HEIGHTS MN 55077	INVER GROVE HGTS PARK/REC KATELYN BROWN 8055 Barbara Ave Inver Grove Heights MN 55077

Item #	MFR	MODEL	Description	Color	Qty	MSRP	Price	Extended
9938		TR	YEARS PARTS, 3 YEARS LABOR					
9938		TR	TRADE IN CREDIT - MATRIX 5 SERIES STAIR CLIMBER		2		-600.00	-1,200.00
74762	PRECOR	PHRCE63...	EFX 635 ELLIPTICAL - P31: MOVINGS ARMS (BLACK PEARL) C/SN: A459		2	7,550.00	5,175.00	10,350.00
9938		TR	TRADE IN CREDIT OCTANE 4700 ELIPTICAL		1		-500.00	-500.00
9938		TR	TRADE IN CREDIT MATRIX ASCENT TRAINER (200-400 DEPENDING UPON MODEL CLARIFICATION WITH ADJUSTABLE INCLINE)		1		-200.00	-200.00
73896	PRECOR	PHRCB83...	UBK 835 UPRIGHT BIKE EXP - P31 (BLACK) C/SN: AKGT		1	4,810.00	3,006.00	3,006.00
9995			PRECOR WARRANTY: 3 YEARS PARTS, 3 YEARS LABOR					
70191	NUSTEP	T4R	NUSTEP T4R RECUMBENT CROSS TRAINER		1	4,695.00	4,095.00	4,095.00
9995			Additional Units Trade in Credit					
9938		TR	TRADE IN CREDIT ROWERS - WATER ROWER		1		-200.00	-200.00
9938		TR	TRADE IN CREDIT PRECOR 1BK - 835 QTY 1-3		1		-300.00	-300.00
9901		FC	FREIGHT COMMERCIAL		1		1,100.00	1,100.00
9977		DEL	DELIVERY/INSTALLATION		1		2,190.00	2,190.00



Johnson Fitness & Wellness

Drew Wurst (3827)
7585 Equitable Drive
Eden Prairie, MN 55344
Phone: (952) 500-0508
Fax: (952) 906-6909
Email: drew.wurst@johnsonfit.com

Quote

Quote Order 22-071748
Date 03/31/25

Ship To Information

The Grove Community Center

Teri York & Katelyn Brown
8055 Barbara Ave
Inver Grove Heights, MN 55077

Home: (651) 554-3426

Cell: (651) 554-3426

Email: drew.wurst@johnsonfit.com ONLY
invoices@ighmn.gov tyork@ighmn.gov

Bill To Information

The Grove Community Center

Teri York & Katelyn Brown
8055 Barbara Ave
Inver Grove Heights, MN 55077

Home: (651) 554-3426

Cell: (651) 554-3426

Email: drew.wurst@johnsonfit.com ONLY
invoices@ighmn.gov tyork@ighmn.gov

Expiration Date: 6/19/2025

Terms: Prepaid

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
		5-14-25 Update (no storage, removed bike trade-in)		☐			
		*Discounts applied & free freight on all items		☐			
		Trade-in Credits Listed at End		☐			
1	T4r	Nustep T4r Recumbent Cross Trainer	Deliver	☐	\$4,890.00	\$4,350.00	\$4,350.00
		Swivel Seat		☐			
		Self Powered, No Outlet Needed		☐			
		Warranty: 5yrs parts & 1yr Labor		☐			
				☐			
2	CM-ES-PLED	Matrix Endurance Climbmill - Premium LED Console	Deliver	☐	\$12,185.00	\$7,000.00	\$14,000.00
		Premium LED Display w/3-speed user cooling fan		☐			
		Full Size Step front to back (10"), 8" Step height		☐			
		Moisture Management Design Protects Inside & Out		☐			
		Ergonomic Handrail w/Speed Controls on Handles		☐			
		Newer Version of your units, but does not have		☐			
		safety sensor mat on the floor		☐			
		Warranty: 5yrs Generator, 3yrs Parts & 3yrs Labor		☐			
				☐			
		Incline Elliptical/AscentTrainer-Same as you have		☐			
2	A-PS-LED	Matrix Performance Ascent Trainer - LED Console	Deliver	☐	\$11,650.00	\$6,775.00	\$13,550.00
		Adjustable Incline		☐			
		20-24" Stride Range		☐			
		Rear-Entry, Space-Saving Design		☐			

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
		Warranty: 5yrs Generator, 3yrs Parts & 3yrs Labor		☐			
				☐			
1	U-ES-LED	Matrix Endurance Upright Bike - LED Console	Deliver	☐	\$4,290.00	\$2,355.00	\$2,355.00
		Low Step-over height		☐			
		Adjustable height seat		☐			
		molded forearm supports on handlebars		☐			
		Warranty: 5yrs Generator, 3yrs Parts & 3yrs Labor		☐			
				☐			
1	VS-S13-USB2	Matrix Versa Converging Chest Press 230lb	Deliver	☐	\$4,010.00	\$3,270.00	\$3,270.00
		1ft shorter & 1ft narrower footprint than yours		☐			
		5lb selector increment		☐			
		Adjustable Starting Positions (4 settings)		☐			
		Adjustable Seat Height		☐			
				☐			
1	HF-HD-3800	Hoist Dual Inner/Outer Thigh	Deliver	☐	\$3,599.00	\$2,750.00	\$2,750.00
1	HF-RS-OPT1	Hoist 5LB Built-In Selector Weight (optional)	Deliver	☐	\$189.99	\$138.00	\$138.00
		Adjustable Angle Back Rest		☐			
		Adjustable Starting Positions		☐			
				☐			
				☐			
				☐			
1		Factory Freight		☐	\$3,684.51	\$0.00	\$0.00
		free freight c/o Johnson Fitness		☐			
				☐			
1	COMMDEL01	Commercial Delivery & Assembly	Deliver	☐	\$2,980.00	\$1,500.00	\$1,500.00
				☐			
1		Trade-in: \$1,925 Credit:	Deliver	☐	\$1,975.00	\$1,975.00	\$1,975.00
		1 A3x Ascent Trainer Elliptical = \$300		☐			
		2 Climbmills = \$500 Each (\$1,000)		☐			
		Matrix G3 Chest Press (Dark Frame) = \$300		☐			
		Precor Upright Bike: \$100		☐			
		Precor Shoulder Raise = \$75		☐			
		Water Rower = \$50		☐			
		1 Octane 4700 Elliptical (no longer made) = \$150		☐			
				☐			
				☐			
				☐			

Special Instructions:

NET 30 Terms
Silver Frames, Black Pads
kbrown@ighmn.gov & tyork@ighmn.gov

Item Total:	\$39,938.00
Tax:	\$0.00
TOTAL:	\$39,938.00

Standard Terms and Conditions

1. All orders must be prepaid before shipment without approved credit.
2. These prices are subject to change after 30 days from document date.
3. There will be a 1.5% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
4. Any changes on orders must be made within 7 days after the order is accepted.
5. Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes avoidable or beyond our control.
6. Buyer agrees to promptly file claim for all goods damaged in transit.
7. There will be a 25-35% restocking charge on merchandise ordered but not accepted. Special orders are not refundable. Delivery, Set-Up and Freight charges will not be refunded.
8. A Preventative Maintenance Agreement is available for all equipment.
9. Equipment lease is available with approved credit.
10. All unit prices are F.O.B. manufacturer.
11. Products purchased without commercial warranties that are placed in non-residential settings void manufacturer's warranty. All repair costs are customers responsibility.

Please send check payments to:

DBA Johnson Fitness & Wellness

1600 Landmark Drive

Cottage Grove, WI 53527

Acceptance of Proposal:

These prices, specifications and conditions are satisfactory and are hereby accepted.

I am authorized to order the listed equipment with full understanding
of the payment terms.

Authorized Signature: _____

Print Name: _____

P.O. Number: _____

Date of Acceptance: _____

www.johnsonfit.com/commercial

Request for Council Action

SUBJECT: **Resolution Awarding Contract for Construction Support for 2025 Pavement Management Initiative (City Projects No. 2025-09D & 2025-09E)**

MEETING DATE: April 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, accepting the proposal and awarding a contract for construction administration support, construction testing, and construction staking services to WSB for the 2025 Pavement Management Initiative (PMI) Project Nos. 2025-09D and 2025-09E.

BACKGROUND

The construction contract for City Project Nos. 2025-09D (Barbara Ave. & 46th Street Area) and 2025-09E (50th Street Area) was awarded on April 14, 2025. The project scope includes reconstruction, utility replacement, and full-depth reclamation, among other items, which makes the administration of the project complex. Therefore, additional construction administration assistance is necessary to supplement existing City staff capabilities. Since WSB performed the design of the roadway and utilities on the Barbara and 46th Area project, staff determined that it would be beneficial to retain them due to their knowledge of the design and their expertise in construction testing and surveying. WSB provided a cost proposal of \$896,700 for construction administration support, surveying, and construction materials testing.

FISCAL IMPACT

Funding for these consultant efforts will come from the legal, engineering, administrative, and finance (LEAF) costs as provided in the budget resolution included for the 2025 PMI projects as stated in Resolutions 2025-080 and 2025-081 passed at the April 14, 2025 City Council meeting. Funding will be through the Pavement Management - Local Streets fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), Storm Water Operating Fund (Fund 531), and Special Assessments.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, accepting the proposal and awarding the contract for construction administration support, construction testing services, and survey staking services to WSB, for 2025 Pavement Management Initiative Project Nos. 2025-09D and 2025-09E.

ATTACHMENTS

1. Resolution - Award Construction Support 2025-09D & 2025-09E
2. 2025 PMI Construction Phase Services Total Proposal

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING A PROPOSAL AND AWARDING A CONTRACT FOR CONSTRUCTION
ADMINISTRATION SUPPORT, CONSTRUCTION TESTING SERVICES AND SURVEY STAKING
SERVICES TO WSB FOR THE 2025 PAVEMENT MANAGEMENT INITIATIVE**

WHEREAS, as part of the City's Pavement Management Initiative, staff have requested a proposal for construction administration support, construction testing services, and survey staking services for 2025 PMI Project Nos. 2025-09 D and 2025-09E; and

WHEREAS, due to their prior experience on the project and being the responsible professional consulting engineering firm for the Barbara and 46th Area, staff solicited a proposal from WSB to provide construction administration support, construction testing services, and construction staking services; and

WHEREAS, WSB provided a proposal for a total cost of \$896,970.00; and

WHEREAS, staff has reviewed the proposal and recommends the City Council accept WSB's proposals in the amount of \$896,700.00 for construction administration support, construction testing services, and construction surveying services the 2025 PMI Project Nos. 2025-09D and 2025-09E.

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

1. WSB's proposal in the amount of \$896,700.00 is hereby accepted for construction administration support, construction testing services, and construction surveying services for the 2025 Pavement Management Initiative Project Nos. 2025-09D and 2025-09E.
2. The Mayor and the City Clerk are hereby authorized and directed to enter Work Order Contracts with WSB in the amounts of \$896,700.00 for construction administration support services, construction testing services, and construction surveying services.
3. The Public Works Director is authorized to direct the use of contingency funds up to 5% of the contract amount (\$44,835.00) for changes in site conditions, testing quantity adjustment, staking quantity adjustment, or additional testing and staking as deemed necessary to confirm the quality of the work constructed.
4. The costs for these services will be funded by the legal, engineering, administrative, and finance (LEAF) funds identified in the budget approved on April 14, 2025, for Projects Nos. 2025-09D (Resolution 2025-080) and 2025-09E (Resolution 2025-081), respectively.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 28th day of April 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



April 22nd, 2025

Paul Merchlewicz
City Engineer
Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal - 2025 Pavement Management Initiative Construction Services

Dear Paul:

On behalf of WSB, thank you for this opportunity to submit our qualifications for the project referenced above.

WSB is excited about the opportunity to present this scope of work and deliverables for construction services for the 2025 Pavement Management Initiative Project. The scope of work WSB will provide is the staff and services as necessary to meet the expected outcomes of this contract, which include the following tasks:

- Project Management
- Contract Administration
- Construction Observation and Inspection
- Survey
- Construction Materials Testing

We look forward to working with you on this project. WSB will start work upon receipt of a signed contract. Please do not hesitate to contact me at 952.737.4675 with any questions.

Sincerely,

WSB

A handwritten signature in black ink that reads "Monica Heil". The signature is fluid and cursive, with a distinct loop at the end.

Monica Heil, PE,
Vice President, Municipal

Attachments

2025 PMI Construction Phase Services

Project Identification: – This work involves providing survey, inspection and material testing services for projects in the 2025 Pavement Management Initiative; 2025-09D (Barbara Avenue and 46th St Area) and 2025-09E (50th St E Area).

This written authorization to proceed and work order contract (work order contract) is between the City of Inver Grove Heights (City) and **WSB**, a Corporation, Address: **701 Xenia Ave S, Suite 300, Minneapolis, MN 55426** ("Contractor"). This work order contract is issued under the authority of the City of Inver Grove Heights Master Professional Services Agreement between the City and Contractor ("Master Services Agreement") and is subject to all applicable provisions of the Master Services Agreement, which is incorporated herein by reference.

Recitals

1. The Contractor will furnish all products and perform all services defined in Article 2 of this Work Order Contract, Scope of Work and Deliverables, below.
2. The City needs a Contractor to provide construction phase services including construction surveying, inspection of city owned utilities/roadways and material testing for all city owned facilities.

Work Order Contract

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

1.1. Effective Date:

This work order contract will be effective on the date that all required signatures are obtained by City. The Contractor must not begin work under this work order contract until ALL required signatures have been obtained and Contractor has been notified in writing to begin such work by City's Authorized Representative. The anticipated start of construction is **April 28, 2025** and will continue through **November 2025**.

1.2. Expiration Date:

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

1.3. Exhibits:

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

Exhibit A = Specifications, Duties, and Scope of Work

Exhibit B = Progress Report Form

2. Scope of Work and Deliverables:

- 2.1. The Contractor, who is not a city employee, will provide the following services under this work order contract: complete the tasks listed in Exhibit A. The Contractor's assumptions for the work required to deliver the identified scope are included as part of this Contract **Attachment 1**. The Contractor's assumptions or estimate of work will not supersede or

take precedence over the requirements to deliver the specific scope items listed in this contract.

- 2.2. Deliverables are defined as the work product created or supplied by the Contractor pursuant to the terms of this work order contract.

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

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

4. Consideration of Payment:

4.1. Consideration:

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

4.1.1. Compensation:

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

Labor Rate Costs*: **\$792,560.00**

Direct Expense Costs: **\$104,410.00**

* Labor Rate includes direct labor, overhead and profit

4.1.2. Overtime:

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

4.1.3. Direct Expense Costs:

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

4.1.4. Travel Expenses:

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

4.1.5. Total Obligation:

The total obligation of City for all compensation and reimbursements to Contractor under this contract will not exceed **\$896,970.00**.

5. Terms of Payment:

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

6. Contractor's Project Manager:

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

Name/Title: Jeff Frahm, Project Manager
Address: 701 Xenia Ave S, Suite 300
Minneapolis, MN 55416
Telephone: 612-209-6961
E-Mail: JFrahm@wsbeng.com

7. City's Project Manager and Authorized Representative:

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

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

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

8. Termination and Suspension

8.1. Termination by the City

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

8.2. Termination for Insufficient Funding

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

8.3. Suspension

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

9. Plain Language; Accessibility Standards

9.1. Plain Language

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

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

City Contract No.: 23-27_IGHMSA_E_WO_38
City Project: 2025 PMI Construction Phase Services

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

Date: _____, 20____

CITY OF INVER GROVE HEIGHTS

BY: _____

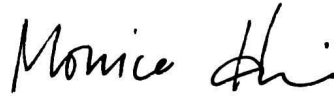
Brenda Dietrich, Mayor

ATTEST: _____

Rebecca Kiernan, City Clerk

Date: April 22, 2025

CONSULTANT



BY: Monica Heil

IT'S: Vice President, Municipal

Exhibit A: Scope of Work

1. Project Overview

1.1. General Statement of Scope of Work

- 1.1.1. As part of the 2025 Pavement Management Initiative (PMI), the City requires assistance with Construction Survey, Construction Inspection, and Material Testing efforts for all project locations including:

Roadway	Approximate Length
2025-09D (Barbara Avenue and 46 th St Area)	12777 feet
2025-09E (50 th St E Area).....	6440 feet

1.2. Project Deliverables

- 1.2.1. Deliverables for this project include:
- a. Construction survey of:
 - i. Storm Catch Basins, Manholes, flared end sections, etc.
 - ii. Sanitary Manholes, cleanouts, etc.
 - iii. Watermain Gate valves, Manholes, hydrants, etc.
 - iv. Commercial Driveways
 - v. Spot Curb Topo Survey
 - vi. Spot Curb Replacement
 - vii. Ped Ramps
 - viii. Sidewalk
 - ix. Full Reconstruct
 - b. As-Built Survey in a .CSV format for:
 - i. Roadway
 - ii. Valves
 - iii. Sanitary Manholes, cleanouts, etc.
 - iv. Storm Catch Basins, Manholes, flared end sections, etc.
 - v. Watermain Gate valves, Manholes, hydrants, etc.

2. Project Management

2.1. Project Coordination and Administration

- 2.1.1. Project management includes work necessary for communicating and completing the project tasks on time and within budget. The Contractor must not reassign the project manager or their primary duties without the written consent of the City’s project manager. The Contractor’s staff must have the training and expertise necessary for the work tasks to which they are assigned.
- 2.1.2. The Contractor will:
- a. Prepare invoices accompanied by:
 - i. Progress report form (Exhibit B).
 - ii. Supporting data for direct expenses.

- iii. Manage, coordinate, direct, and monitor subcontractor services, including reviewing progress reports, deliverables, schedule, and invoices.
- b. Provide updates to the City's project manager on the status of the project budget, and general status/progress monthly with invoice submittals.
- c. Store all deliverables in an organized electronic document management system and make deliverables available to the City's project manager as needed whether the file is incomplete, in draft form, or the final deliverable.

3. Construction Inspection

3.1. Construction Inspection

- 3.1.1. This task involves providing construction observation/inspection services for all aspects of roadway construction for the duration of the project.
- 3.1.2. The Contractor will:
 - a. Provide an experienced construction inspector based on project needs to monitor construction activities at each site as required. Expected activities include pay quantity measurement, documentation, and inspection for conformance to approved plans, of:
 - i. sanitary sewer
 - ii. water main
 - iii. storm sewer
 - iv. grading and base
 - v. curb and gutter
 - vi. concrete flatwork
 - vii. bituminous paving
 - viii. punch list items
 - b. Document construction contractor progress, activities, and project conditions. The inspector will maintain a daily diary documenting the following
 - i. Weather conditions
 - ii. Construction personnel
 - iii. Hours worked
 - iv. Construction equipment used
 - v. Activities performed that day
 - vi. Any field decisions made that day

4. Construction Surveying/Staking

4.1. Construction Surveying

- 4.1.1. Determine and set horizontal and vertical control as necessary for each project area.
- 4.1.2. Make all necessary surveying checks for field verification of actual conditions and make the necessary minor surveying and staking adjustments to fit the construction to actual field conditions.
- 4.1.3. Some Plan details may be dependent upon actual field conditions at the time of construction. It may be necessary to perform some field survey or office computations in order to stake these components.

- 4.1.4. Accurately provide all necessary computations, stakes, and marks to establish lines, slopes, elevations, points, and continuous profile grades in accordance with MnDOT Specification 1508 and the requirements shown in the Plan for Construction Staking.
- 4.1.5. Provide construction surveying for all project areas in a timely manner to ensure unobstructed progression of the Construction Contractors crews and forces throughout the duration of each area of the project.
- 4.1.6. Refer to **Exhibit C** for estimated quantities for each project area requiring Construction Surveying.

4.2. Provided by the City:

- a. The City will provide electronic data used to develop the project documents including CAD files and any survey data that may have been collected. "Printed Plan" information will always govern over any electronic plan information provided.

5. Construction Testing

5.1. Construction Testing

- 5.1.1. Perform all material testing and inspection in accordance with the requirements of the Construction Contract
- 5.1.2. The Construction Contract associated with this work utilizes the 2023 SALT Schedule of Materials Control and all minimum testing requirements will be based on those requirements.
- 5.1.3. Provide all material testing and inspection in a manner that does not cause delay to the contractor or the City. Coordination may require frequent interaction with the Project Manager or field staff to understand site attendance and delivery of results.
- 5.1.4. Refer to **Exhibit D** for estimated quantities for each project area requiring construction testing and inspection. Additional testing and inspection may be required depending on Construction Contractor operations.

6. As-Built Surveying

6.1. As-Built Survey

- 6.1.1. Capture as-built asset features for incorporation back into the City's systems using survey grade accuracy.
- 6.1.2. Collect all installed or modified as-built asset features. Examples of modified features: existing Structures connected to new pipe, existing pipe with new liner, and existing pond or basin regraded, among others.
- 6.1.3. Refer to **Exhibit C** for estimated quantities for each project area requiring As-Built Surveying.

City Contract No.: 23-27_IGHMSA_E_WO_38
City Project: 2025 PMI Construction Phase Services
Exhibit B: Progress Report Form

Exhibit B: Progress Report Form

For Invoice No.: _____

City Contract No.: 23-27_IGHMSA_E_WO_38 Billing Period: from _____ to _____
City Finance ID: _____

Contract Notice to Proceed Date: []
Contract Expiration Date: []

From: []
[]
[]

Contractor Project No. 024055-000

2025 PMI Construction Phase Services

Notes	Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
	Project Management	\$19,837			
	Construction Surveying/Staking	\$175,175			
	Construction Inspection/Observation	\$553,933			
	Construction Materials Testing	\$104,410			
	As-Built Survey	\$43,615			
	Subtotal	\$896,970			
	Total				

Contractor's Project Manager

Date

Exhibit C: Estimated Construction Survey and As-Built Quantities

Item No.	Item	Unit	Barbara Ave and 46 th St E Area 2025-09D	50 th St Area 2024-09E	Total
1	Storm Catch Basins/Manholes	EA	73	19	92
	Storm Flared End Section	EA	5	0	5
2	Sanitary Manholes	EA	37	0	37
3 ^(a)	Spot Curb Replacement	LF	600	450	1050
4	ADA Ramp	SF	690	430	1120
5	Sidewalk	LF	400	600	1000
6 ^(b)	Full Reconstruct	LF	13680	0	13680
As-build Survey					
9	Road	LF	13680	0	13680
10	Valves	EA	31	71	102
11	Hydrant	EA	20	0	20
12	Sanitary manholes	EA	37	0	37
13	Storm Structures	EA	78	19	97

(a) Replacement curb staking assume 1 staking trip per 2000 feet (minimum 2 staking days per area)

(b) Stake curb stakes for Reconstruction portion every 25 feet.

(c) As-built survey for structure top casting shots only.

(d) Numbers are based on 90% plans and could change

Exhibit D: Estimated Construction Testing Quantities

Item No.	Item	Unit	Delano Way and Dempsey Way Area 2025-09D	50 th St Area 2024-09E	Total
1	Nuclear Density Tests	EA	6	2	8
2	DCP Tests	EA	8	2	10
3	Proctor Tests	EA	4	1	5
4	Sieve Analysis	EA	12	3	15
5	Moisture Content	EA	12	3	15
6	Test Rolls and Other Observation	EA	12	3	15
7	Concrete Field Testing	EA	20	5	25
8	Concrete Cylinder Testing	EA	45	15	60
9	Bituminous Sampling	EA	14	4	18
10	Bituminous Core Testing	EA	69	18	87
11	Topsoil Testing	EA	12	3	15



WSB
ESTIMATE OF COST - IGH 2025 PAVEMENT MANAGEMENT INITIATIVE
Inver Grove Heights, Minnesota

WORK TASK	Construction Support	Project Inspector	Project Inspector	Environmental Compliance	Two Person Survey Crew	Senior Survey Technician	Clerical	Total Hours	Cost
Description									
PROJECT MANAGEMENT									
Project Management (1 hour per week)	31						12	43	\$7,623.00
Submittal Review/Shop Drawing Review/RFI (1 hour per week)	31							31	\$5,859.00
CONTRACT ADMINISTRATION									
Pre-Construction Conference		3	3					6	\$849.00
Monthly Pay Estimates (8 estimates)		8					16	24	\$3,496.00
Final Pay Voucher		2					2	4	\$580.00
Final Documentation		10						10	\$1,430.00
CONSTRUCTION INSPECTION SERVICES									
Pre-Project Inspection / Removal Measurements		25	50					75	\$10,575.00
Construction Inspection (31 weeks full time inspection)	276	1727	1597					3600	\$522,705.00
Punchlist / Final Inspection		40						40	\$5,720.00
Record Plan Measurements		20	40					60	\$8,460.00
CONSTRUCTION SURVEYING SERVICES									
Construction Survey					625			625	\$165,625.00
Office Support						50		50	\$9,550.00
Record Plans					75	80		155	\$35,155.00
ENVIRONMENTAL									
Weekly NPDES Inspections (2 hours per week, for 31 weeks)				62				62	\$8,494.00
On Site Documentation (1 hours per week, for 31 weeks)				31				31	\$4,247.00
Post Rain Event Inspections (Assume 1 rain event every other week)				16				16	\$2,192.00
(Assume 25 weeks construction inspection, 5 days per week, 11 hours per day)+(6 weeks construction, 5 days per week, 8 hours per day) for Lead Inspector, Assume 27 weeks, 5 days per week, 11 hours per day for assistant inspector									
Assume PM to help out 20 hours per week for 8 weeks on site with inspection staff. 12 hours per week for 8 weeks, 5 hours per week for additional 4 weeks.									
Assume 2 Saturdays per month, working 8 hour days.									
Total Hours	338	1835	1690	109	700	130	30	4832	\$792,560.00
Hourly Costs 2025	189.00	143.00	140.00	137.00	265.00	191.00	147.00		
WSB SALARY COSTS	\$63,882.00	\$262,405.00	\$236,600.00	\$14,933.00	\$185,500.00	\$24,830.00	\$4,410.00		\$792,560.00
Materials Testing									\$104,410.00
TOTAL CONSTRUCTION SERVICES PROJECT COST									\$896,970.00
TOTAL PROJECT COST									\$896,970.00



City of Inver Grove Heights

2025 Pavement Management Initiative

WSB R-024055-000 / CP 2025-09D

Construction Materials Testing Estimate of Costs (2023 SALT)

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Gradation Testing								
3025	Aggregate Base	Random Sampling: > 2000 CY (CV) or 4000 Tons. Divide into lots with lot size no greater than 2000 CY (CV) or 4000 Tons. Test two random samples from each lot and average.	CL 5: 8194 T ~ 4507 CY	6	8	\$165.00	\$990.00	\$1,320.00
3025	Stabilizing Aggregate	1 / 40,000 CY (CV)	1287 CY	1	2	\$165.00	\$165.00	\$330.00
3025	Select Granular Material	1 / 40,000 CY (CV)	18,702 CY	1	2	\$165.00	\$165.00	\$330.00
3025	Reclamation FDR	Test at Engineer's discretion. Inspect for oversize chunks (+3"), after the motor grader has overturned the material	7700 SY	0	1	\$165.00	\$0.00	\$165.00
Total Minimum Cost for Section							\$1,320.00	
Total Probable Cost for Section							\$2,145.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Major Soil Types	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Proctor Test								
3260	Proctor Test	1 / Major soil type. Additionally, one for each granular material, if using specified density.	Embankment Trench Backfill	12	15	\$250.00	\$3,000.00	\$3,750.00
Total Minimum Cost for Section							\$3,000.00	
Total Probable Cost for Section							\$3,750.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Compaction Testing - Nuclear Density Gauge and Dynamic Cone Penetrometer								
3500	Aggregate Base	1 DCP tests per 500 CY (CV) or 1 per 1000 Tons. If test rolled, 1 test / 1,500 CY (CV) or 3000 Tons.	CL 5: 8194 T ~ 4507 CY	9	12	\$55.00	\$495.00	\$660.00
3500	Reclamation FDR & SFDR	1 DCP test per 3,000 SY. If test rolled, 1 test / 10,000 SY.	7700 SY	3	4	\$55.00	\$165.00	\$220.00
3510	Granular Materials	Roadway Embankment: 1 test per 2,000 CY (CV) or if test rolled, 1 test per 4,000 CY (CV).	SGE: 18,702 CY	10	13	\$40.00	\$400.00	\$520.00
3510		Subgrade Preparation: 1 test per 25 road stations. (Quality Compaction)	Stabilizing Aggregate: 1287 CY	0	0	\$40.00	\$0.00	\$0.00
3510	Non-Granular Materials	Structures and Longitudinal Trenches (Sidewalk/Trails/Watermain/Storm Sewer/Sanitary Sewer/Retaining Walls): 1 test per 500 feet of each structure length per every 2 feet of fill.	Storm: 4053 LF (17) Sanitary: 6669 LF (54) Watermain: 6956 LF (42) Boulder Retaining Wall: 15 SF Block Retaining Wall: 234 SF Stone Retaining Wall: 134 SF Timber Retaining Wall: 107 SF	118	148	\$40.00	\$4,720.00	\$5,920.00
Total Minimum Cost for Section							\$5,780.00	
Total Probable Cost for Section							\$7,320.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Moisture Content Test								
3250	Aggregate Base	1 / 1,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	CI 5: 8194 T ~ 4507 CY	5	5	\$20.00	\$100.00	\$100.00
3250	Full Depth Reclamation (FDR)	1 / 20,000 SY	7700 SY	1	1	\$20.00	\$20.00	\$20.00
3250	All Embankment Materials	1 / 10,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	SGE: 18,702 CY	2	2	\$20.00	\$40.00	\$40.00
3250	Subgrade Preparation	1 per 25 Road Stations For Quality Compaction: Test as directed by Engineer.	Stabilizng Aggregate: 1287 CY	0	0	\$20.00	\$0.00	\$0.00
Total Minimum Cost for Section							\$160.00	
Total Probable Cost for Section							\$160.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Number of Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Aggregate Quality								
4030	Aggregate Base Recycled/Salvaged/Reclaimed Bitumen content	At the discretion of the Engineer.	Imported & Reclaimed	0	2	\$190.00	\$0.00	\$380.00
3060 3110	Granular Materials Carbonate Quarry & Bitumen-Free (Stabilizing/Fine Bedding/Medium Filter) LAR, Insoluble Residue	1 per source (unless directed by Engineer)	Stabilizing Aggregate	1	1	\$450.00	\$450.00	\$450.00
Total Minimum Cost for Section							\$450.00	
Total Probable Cost for Section							\$830.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Concrete Testing								
2040	Concrete Testing	1 / 100 CY / mix type / day (1 set of 4 cylinders) *Field Cure Cylinders = Additional. Casted Upon Request*	4" Walk: 4 CY 6" Walk: 32 CY 6" Walk (ADA): 13 CY B618: 788 CY D412: 28 CY 6" Driveway: 377 CY 18" Maint Curb: 14 CY Curb & Gutter: 26 CY 6" HE Driveway: 22 CY 8" Valley Gutter: 20 CY Flume: 98 SF Steps: 230 SF	22	34	\$160.00	\$3,520.00	\$5,440.00
Total Minimum Cost for Section							\$3,520.00	
Total Probable Cost for Section							\$5,440.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Bituminous Testing								
4090	Verification Testing - MnDOT Gyrotory Mix Properties	1 / mix type / day	12.5W(3,C): 3650 T 19.0NW(3,C): 3650 T	7	9	\$650.00	\$4,550.00	\$5,850.00
4080	Compaction / Density Testing	Per Project Special Provisions	3" Drive, 9.5W(2,C): 321 T 3" Walk, 9.5W(2,C): 180 T	16	18	\$65.00	\$1,040.00	\$1,170.00
Total Minimum Cost for Section							\$5,590.00	
Total Probable Cost for Section							\$7,020.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Number of Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Miscellaneous Testing								
3253	Topsoil Material - Gradation, Hydrometer, Organic Content, pH	As directed by the Engineer	Common Topsoil Borrow Loam Topsoil Borrow	0	2	\$415.00	\$0.00	\$830.00
Total Minimum Cost for Section							\$0.00	
Total Probable Cost for Section							\$830.00	

WSB Unit	Project Charges	Rate (\$)	Quantity	Subtotal
CMT02	Field Technician Time	110	198	\$21,780.00
2130	Trip Charge	60	161	\$9,660.00
CMT01	Sample Pick-Up Time	95	93	\$8,835.00
CMT90	Project Administration	95	2	\$190.00
CMT70	Project Assistant	175	46	\$8,050.00
CMT80	Project Engineer	215	14	\$3,010.00
Field and Overhead Subtotal			\$51,525.00	
Testing Subtotal (minimum-probable)			\$19,820.00 - \$27,495.00	

Total Estimated Minimum Cost		\$71,345.00
Total Estimated Probable Cost		\$79,020.00



City of Inver Grove Heights

50th Street Area

City Project No. 2025-09E

Construction Materials Testing Estimate of Costs (2024 SALT)

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Gradation Testing								
3025	Stabilizing Aggregate	1 / 40,000 CY (CV)	758 CY	1	2	\$165.00	\$165.00	\$330.00
3025	Reclamation FDR	Test at Engineer's discretion. Inspect for oversize chunks (+3"), after the motor grader has overturned the material	22,100 SY	1	2	\$165.00	\$165.00	\$330.00
Total Minimum Cost for Section							\$330.00	
Total Probable Cost for Section							\$660.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Major Soil Types	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Proctor Test								
3260	Proctor Test	1 / Major soil type. Additionally, one for each granular material, if using specified density.	Trench Backfill	1	2	\$250.00	\$250.00	\$500.00
Total Minimum Cost for Section							\$250.00	
Total Probable Cost for Section							\$500.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Compaction Testing - Nuclear Density Gauge and Dynamic Cone Penetrometer								
3500	Reclamation FDR & SFDR	1 DCP test per 3,000 SY. If test rolled, 1 test / 10,000 SY.	22,100 SY	8	10	\$55.00	\$440.00	\$550.00
3500	Granular Materials	Roadway Embankment: 1 test per 2,000 CY (CV) or if test rolled, 1 test per 4,000 CY (CV).	Stabilizing Aggregate: 758 CY	1	2	\$55.00	\$55.00	\$110.00
3510	Non-Granular Materials	Structures and Longitudinal Trenches (Sidewalk/Trails/Watermain/Storm Sewer/Sanitary Sewer/Retaining Walls): 1 test per 500 feet of each structure length per every 2 feet of fill.	Storm: 588 LF	3	4	\$40.00	\$120.00	\$160.00
Total Minimum Cost for Section							\$615.00	
Total Probable Cost for Section							\$820.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Moisture Content Test								
3250	Full Depth Reclamation (FDR)	1 / 20,000 SY	22,100 SY	2	3	\$20.00	\$40.00	\$60.00
3250	All Embankment Materials	1 / 10,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	Stabilizing Aggregate: 758 CY	1	2	\$20.00	\$20.00	\$40.00
Total Minimum Cost for Section							\$60.00	
Total Probable Cost for Section							\$100.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Number of Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Aggregate Quality								
4030	Granular Materials Recycled/Salvaged/Reclaimed (Stabilizing/Fine Bedding/Medium Filter) Bitumen content	At the discretion of the Engineer.	Stabilizing Aggregate	0	1	\$190.00	\$0.00	\$190.00
Total Minimum Cost for Section							\$0.00	
Total Probable Cost for Section							\$190.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Concrete Testing								
2040	Concrete Testing	1 / 100 CY / mix type / day (1 set of 4 cylinders) *Field Cure Cylinders = Additional. Casted Upon Request*	4" Walk: 45 CY 4" ADA Walk: 6 CY B618: 77 CY B624: 241 CY C&G Hand Formed: 124 CY 8" Valley Gutter HE: 46 CY 8" Driveway HE: 256 CY	12	18	\$160.00	\$1,920.00	\$2,880.00
Total Minimum Cost for Section							\$1,920.00	
Total Probable Cost for Section							\$2,880.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Bituminous Testing								
4090	Verification Testing - MnDOT Gyrotory Mix Properties	1 / mix type / day	19.0NW(3,C): 5325 T 12.5W(3,C): 2955 T	5	7	\$650.00	\$3,250.00	\$4,550.00
4080	Compaction / Density Testing	Per Project Special Provisions	Small Quantity: 19.0NW(3,C) Patch: 16 T 4," 9.5W(2,C): 246 T	18	21	\$65.00	\$1,170.00	\$1,365.00
Total Minimum Cost for Section							\$4,420.00	
Total Probable Cost for Section							\$5,915.00	

WSB Unit	Project Charges	Rate (\$)	Quantity	Subtotal
CMT02	Field Technician Time	110	48	\$5,280.00
2130	Trip Charge	60	46	\$2,760.00
CMT01	Sample Pick-Up Time	95	33	\$3,135.00
CMT90	Project Administration	95	2	\$190.00
CMT70	Project Assistant	175	12	\$2,100.00
CMT80	Project Engineer	215	4	\$860.00
Field and Overhead Subtotal			\$14,325.00	
Testing Subtotal (minimum-probable)		\$7,595.00 - \$11,065.00		

Total Estimated Minimum Cost	\$21,920.00
Total Estimated Probable Cost	\$25,390.00



Request for Council Action

SUBJECT: **Resolution Awarding Contract for Construction Testing and Construction Survey Services for the 2025 Pavement Management Initiative (2025-09G)**

MEETING DATE: April 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, accepting the proposal from WSB and awarding a contract for construction testing and construction survey services to WSB for the 2025 Pavement Management Initiative (PMI) Project No. 2025-09G.

BACKGROUND

The construction contract for City Project No. 2025-09G - Bacardi Avenue and 88th Street Area was awarded on April 14, 2025 (Resolution 2025-083). A separate project for Argenta Trail (City Project No. 2023-09E) is being constructed concurrent with this project and in partnership with, and being led by, the City of Eagan. WSB is performing construction administration, construction testing, and construction surveying services for the City of Eagan on their project. In an effort to capitalize on the proximity of both projects, and therefore any related efficiencies, staff recommends retaining the services of WSB for the Bicardi Ave and 88th St. area as well, due to the coordinated components of both projects.

WSB provided a cost proposal of \$28,401 for the requested work scope.

FISCAL IMPACT

Funding for these consultant efforts will come from the legal, engineering, administrative, and finance (LEAF) costs as provided in the budget resolution included for the 2025 PMI projects as stated in Resolutions 2025-083 passed at the April 14, 2025 City Council meeting. Funding will be through the Pavement Management - Local Streets fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), Storm Water Operating Fund (Fund 531), and Special Assessments.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, accepting the proposal and awarding a contract for construction testing and construction survey services to WSB for 2025 Pavement Management Initiative Project No. 2025-09G.

ATTACHMENTS

1. Resolution - Award Construction Support 2025-09G
2. 2025 PMI Bacardi Const Phase Services_Total Proposal

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING A PROPOSAL AND AWARDING A CONTRACT FOR CONSTRUCTION
TESTING AND SURVEY STAKING SERVICES TO WSB FOR CITY PROJECT NO.
2025-09G – BACARDI AVENUE AND 88TH STREET**

WHEREAS, as part of the City's Pavement Management Initiative, staff have requested a proposal for construction testing and survey staking services for 2025 PMI Project No. 2025-09G; and

WHEREAS, staff solicited a proposal from WSB for construction testing services and construction staking services due to their prior knowledge of the project and their work on the adjacent Argenta Trail construction project with Eagan (City Project No. 2023-09E); and

WHEREAS, WSB provided a proposal for a total cost of \$28,401.00; and

WHEREAS, staff has reviewed the proposal and recommends that City Council accept WSB's proposals in the amount of \$28,401.00 for construction testing and construction surveying services the 2025 PMI Project No. 2025-09G.

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

1. WSB's proposal in the amount of \$28,401.00 is hereby accepted for construction testing services and construction surveying services for the 2025 Pavement Management Initiative Project No. 2025-09G.
2. The Mayor and the City Clerk are hereby authorized and directed to enter Work Order Contracts with WSB in the amount of \$28,401.00 for construction testing services and construction surveying services.
3. The Public Works Director is authorized to direct the use of contingency funds up to 10% of the contract amount (\$2,840.10) for changes in site conditions, testing quantity adjustment, staking quantity adjustment, or additional testing and staking as deemed necessary to confirm the quality of the work constructed.
4. The costs for these services will be funded by project legal, engineering, administrative, and finance (LEAF) funds identified in the budget approved on April 14, 2025, for Projects No. 2025-09G (Resolution No. 2025-083).

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 28th day of April, 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



April 22nd, 2025

Paul Merchlewicz
City Engineer
Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal - 2025 PMI Bacardi Construction

Dear Paul:

On behalf of WSB, thank you for this opportunity to submit our qualifications for the project referenced above.

WSB is excited about the opportunity to present this scope of work and deliverables for construction services for the 2025 PMI Bacardi Construction project. The scope of work WSB will provide is the staff and services as necessary to meet the expected outcomes of this contract, which include the following tasks:

- Survey
- Construction Materials Testing

We look forward to working with you on this project. WSB will start work upon receipt of a signed contract. Please do not hesitate to contact me at 952.737.4675 with any questions.

Sincerely,

WSB

A handwritten signature in black ink that reads "Monica Heil". The signature is written in a cursive, flowing style.

Monica Heil, PE,
Vice President, Municipal

Attachments

2025 PMI Bacardi Construction Phase Services

Project Identification: – This work involves providing construction surveying and material testing services for projects in the 2025 Pavement Management Initiative Bacardi Avenue and 88th Street Area (2025-09G).

This written authorization to proceed and work order contract (work order contract) is between the City of Inver Grove Heights (City) and **WSB**, a Corporation, Address: **701 Xenia Ave S, Suite 300, Minneapolis, MN 55426** ("Contractor"). This work order contract is issued under the authority of the City of Inver Grove Heights Master Professional Services Agreement between the City and Contractor ("Master Services Agreement") and is subject to all applicable provisions of the Master Services Agreement, which is incorporated herein by reference.

Recitals

1. The Contractor will furnish all products and perform all services defined in Article 2 of this Work Order Contract, Scope of Work and Deliverables, below.
2. The City needs a Contractor to provide construction phase services including construction surveying, inspection of city owned utilities/roadways and material testing for all city owned facilities.

Work Order Contract

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

1.1. Effective Date:

This work order contract will be effective on the date that all required signatures are obtained by City. The Contractor must not begin work under this work order contract until ALL required signatures have been obtained and Contractor has been notified in writing to begin such work by City's Authorized Representative. The anticipated start of construction is **June 22, 2025**, and will continue through **September 2025**.

1.2. Expiration Date:

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

1.3. Exhibits:

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

Exhibit A = Specifications, Duties, and Scope of Work

Exhibit B = Progress Report Form

2. Scope of Work and Deliverables:

- 2.1. The Contractor, who is not a city employee, will provide the following services under this work order contract: complete the tasks listed in Exhibit A. The Contractor's assumptions for the work required to deliver the identified scope are included as part of this Contract **Attachment 1**. The Contractor's assumptions or estimate of work will not supersede or

take precedence over the requirements to deliver the specific scope items listed in this contract.

- 2.2. Deliverables are defined as the work product created or supplied by the Contractor pursuant to the terms of this work order contract.

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

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

4. Consideration of Payment:

4.1. Consideration:

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

4.1.1. Compensation:

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

Labor Rate Costs*: **\$12,686.00**

Direct Expense Costs: **\$15,715.00**

* Labor Rate includes direct labor, overhead and profit

4.1.2. Overtime:

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

4.1.3. Direct Expense Costs:

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

Representative prior to expenditure (i.e., costs that would normally be considered overhead costs).

4.1.4. Travel Expenses:

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

4.1.5. Total Obligation:

The total obligation of City for all compensation and reimbursements to Contractor under this contract will not exceed **\$28,401.00**.

5. Terms of Payment:

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

6. Contractor’s Project Manager:

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

Name/Title: Kyle Hoff, Project Manager
Address: 178 E 9th Street, Suite 200
St. Paul, MN 55101
Telephone: 608-632-1432
E-Mail: khoff@wsbeng.com

7. City’s Project Manager and Authorized Representative:

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

Authorized Representative

Name/Title: Paul Merchlewicz, P.E.
Address: 8150 Barbara Ave
Inver Grove Heights
MN, 55077
Telephone: 651-450-2572
E-Mail: pmerchlewicz@ighmn.gov

Project Manager

Name/Title: Paul Merchlewicz, P.E.
Address: 8150 Barbara Ave
Inver Grove Heights
MN, 55077
Telephone: 651-450-2572
E-Mail: pmerchlewicz@ighmn.gov

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

8. Termination and Suspension

8.1. Termination by the City

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

8.2. Termination for Insufficient Funding

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

8.3. Suspension

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

9. Plain Language; Accessibility Standards

9.1. Plain Language

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

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

City Contract No.: 23-27_IGHMSA_E_WO_41

City Project: 2025 PMI Bacardi Construction Phase Services

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

Date: _____, 20____

CITY OF INVER GROVE HEIGHTS

BY: _____

Brenda Dietrich, Mayor

ATTEST: _____

Rebecca Kiernan, City Clerk

Date: April 22, 2025

CONSULTANT



BY: Monica Heil

IT'S: Vice President, Municipal

Exhibit A: Scope of Work

1. Project Overview

1.1. General Statement of Scope of Work

- 1.1.1. As part of the 2025 Pavement Management Initiative (PMI), the City requires assistance with Construction Survey, Construction Inspection, and Material Testing efforts for all project locations including:

Roadway	Approximate Length
2025-09G (Bacardi Avenue and 88th Street).....	750 feet

1.2. Project Deliverables

- 1.2.1. Deliverables for this project include:
- a. Construction survey of:
 - i. Storm Catch Basins, Manholes, flared end sections, etc.
 - ii. Sanitary Manholes, cleanouts, etc.
 - iii. Watermain Gate valves, Manholes, hydrants, etc.
 - iv. Commercial Driveways
 - v. Spot Curb Topo Survey
 - vi. Spot Curb Replacement
 - vii. Ped Ramps
 - viii. Sidewalk
 - ix. Full Reconstruct
 - b. As-Built Survey in a .CSV format for:
 - i. Roadway
 - ii. Valves
 - iii. Sanitary Manholes, cleanouts, etc.
 - iv. Storm Catch Basins, Manholes, flared end sections, etc.
 - v. Watermain Gate valves, Manholes, hydrants, etc.

2. Project Management

2.1. Project Coordination and Administration

- 2.1.1. Project management includes work necessary for communicating and completing the project tasks on time and within budget. The Contractor must not reassign the project manager or their primary duties without the written consent of the City’s project manager. The Contractor’s staff must have the training and expertise necessary for the work tasks to which they are assigned.
- 2.1.2. The Contractor will:
- a. Prepare invoices accompanied by:
 - i. Progress report form (Exhibit B).
 - ii. Supporting data for direct expenses.
 - iii. Manage, coordinate, direct, and monitor subcontractor services, including reviewing progress reports, deliverables, schedule, and invoices.

- b. Provide updates to the City's project manager on the status of the project budget, and general status/progress monthly with invoice submittals.
- c. Store all deliverables in an organized electronic document management system and make deliverables available to the City's project manager as needed whether the file is incomplete, in draft form, or the final deliverable.

3. Construction Surveying/Staking

3.1. Construction Surveying

- 3.1.1. Determine and set horizontal and vertical control as necessary for each project area.
- 3.1.2. Make all necessary surveying checks for field verification of actual conditions and make the necessary minor surveying and staking adjustments to fit the construction to actual field conditions.
- 3.1.3. Some Plan details may be dependent upon actual field conditions at the time of construction. It may be necessary to perform some field survey or office computations in order to stake these components.
- 3.1.4. Accurately provide all necessary computations, stakes, and marks to establish lines, slopes, elevations, points, and continuous profile grades in accordance with MnDOT Specification 1508 and the requirements shown in the Plan for Construction Staking.
- 3.1.5. Provide construction surveying for all project areas in a timely manner to ensure unobstructed progression of the Construction Contractors crews and forces throughout the duration of each area of the project.
- 3.1.6. Refer to **Exhibit C** for estimated quantities for each project area requiring Construction Surveying.

3.2. Provided by the City:

- a. The City will provide electronic data used to develop the project documents including CAD files and any survey data that may have been collected. "Printed Plan" information will always govern over any electronic plan information provided.

4. Construction Testing

4.1. Construction Testing

- 4.1.1. Perform all material testing and inspection in accordance with the requirements of the Construction Contract
- 4.1.2. The Construction Contract associated with this work utilizes the 2023 SALT Schedule of Materials Control and all minimum testing requirements will be based on those requirements.
- 4.1.3. Provide all material testing and inspection in a manner that does not cause delay to the contractor or the City. Coordination may require frequent interaction with the Project Manager or field staff to understand site attendance and delivery of results.
- 4.1.4. Refer to **Exhibit D** for estimated quantities for each project area requiring construction testing and inspection. Additional testing and inspection may be required depending on Construction Contractor operations.

5. As-Built Surveying

5.1. As-Built Survey

- 5.1.1. Capture as-built asset features for incorporation back into the City's systems using survey grade accuracy.
- 5.1.2. Collect all installed or modified as-built asset features. Examples of modified features: existing Structures connected to new pipe, existing pipe with new liner, and existing pond or basin regraded, among others.
- 5.1.3. Refer to **Exhibit C** for estimated quantities for each project area requiring As-Built Surveying.

City Contract No.: 23-27_IGHMSA_E_WO_41
City Project: 2025 PMI Bacardi Construction Phase Services
Exhibit B: Progress Report Form

Exhibit B: Progress Report Form

For Invoice No.: _____

City Contract No.: 23-27_IGHMSA_E_WO_41 Billing Period: from _____ to _____
City Finance ID: _____

Contract Notice to Proceed Date: []
Contract Expiration Date: []

From: []
[]
[]

Contractor Project No. 024458-000

2025 PMI Bacardi Construction Phase Services

Notes	Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
	Construction Surveying/Staking	\$8,508			
	Construction Materials Testing	\$15,715			
	As-Built Survey	\$4,178			
	Subtotal	\$28,401			
	Total				

Kyle Hoff

Contractor's Project Manager

Date

Exhibit C: Estimated Construction Survey and As-Built Quantities

Item No.	Item	Unit	Bacardi Ave 2025-09G
1	Storm Catch Basins/Manholes	EA	4
2	Storm Flared End Section	EA	1
3	Sanitary Manholes	EA	1
4 ^(b)	Full Reconstruct	LF	750
5	Valves	EA	5
6	Hydrant	EA	3
7	Sanitary manholes	EA	3
8	Storm Structures	EA	5

- (a) Replacement curb staking assume 1 staking trip per 2000 feet (minimum 2 staking days per area)
(b) Stake curb stakes for Reconstruction portion every 25 feet.
(c) As-built survey for structure top casting shots only.
(d) Numbers are based on 90% plans and could change

Exhibit D: Estimated Construction Testing Quantities

Item No.	Item	Unit	Bacardi Ave 2025-09G
1	Nuclear Density Tests	EA	4
2	DCP Tests	EA	2
3	Proctor Tests	EA	3
4	Sieve Analysis	EA	5
5	Moisture Content	EA	5
6	Test Rolls and Other Observation	EA	3
7	Concrete Field Testing	EA	5
8	Concrete Cylinder Testing	EA	15
9	Bituminous Sampling	EA	3
10	Bituminous Core Testing	EA	20
11	Topsoil Testing	EA	3
12	Infiltration Testing	EA	2



WSB
ESTIMATE OF FEES - IGH 2025 PAVEMENT MANAGEMENT INITIATIVE (BACARDI AVENUE)
Inver Grove Heights, Minnesota

WORK TASK <i>Description</i>	Project Manager	Two Person Survey Crew	Senior Survey Technician	Total Hours	Cost
CONSTRUCTION SURVEYING SERVICES					
Project Management (0.5 hour per week)	8			8	\$1,384.00
Construction Survey		24		24	\$6,360.00
Office Support			4	4	\$764.00
Record Plans		10	8	18	\$4,178.00
(Assume 16 weeks construction)					
Total Hours	8	34	12	4321	\$12,686.00
Hourly Rates 2025	173.00	265.00	191.00		
WSB SALARY FEES	\$1,384.00	\$9,010.00	\$2,292.00		\$12,686.00
Materials Testing					\$15,715.00
TOTAL CONSTRUCTION SERVICES PROJECT FEE					\$28,401.00
TOTAL PROJECT FEE					\$28,401.00



Construction Materials Testing Estimate of Costs

City of Inver Grove Heights

2025 PMI - Bacardi

2025-09G

April 11, 2025

CMT Unit	Service Description	Estimated Units	Hourly or Unit Cost	Total Unit Cost
Aggregate and Soils				
<i>Field Testing</i>				
CMT03	Test rolling and Other Observations 3 trips at 3.00 hours each	9.00 hours	\$ 135.00	\$ 1,215.00
CMT02	Compaction Testing of Fill and Backfill 2 trips at 2.00 hours each	4.00 hours	\$ 110.00	\$ 440.00
3510	Nuclear Density Testing 4 tests	4 tests	\$ 40.00	\$ 160.00
3500	Dynamic Cone Penetrometer (DCP) 2 tests	2 tests	\$ 55.00	\$ 110.00
CMT03	Double Ring Infiltration Testing	8 hours	\$ 135.00	\$ 1,080.00
3570	Double Ring Infiltrometer Rental	1 day	\$ 235.00	\$ 235.00
CMT01	Sample Pick Up 3 trips at 1.50 hours each	4.50 hours	\$ 95.00	\$ 427.50
2130	Trip Charge	8 trips	\$ 60.00	\$ 480.00
<i>Laboratory Testing</i>				
3025	Sieve Analysis through no. 200 Sieve 5 tests	5 tests	\$ 165.00	\$ 825.00
3260	Standard Proctor 3 tests	3 tests	\$ 250.00	\$ 750.00
3250	Water/Moisture Content of Soils	5 tests	\$ 20.00	\$ 100.00
3253	Topsoil Borrow	3 tests	\$ 415.00	\$ 1,245.00
Subtotal				\$ 7,067.50
Asphalt Pavements				
<i>Field Testing</i>				
CMT01	Sample Pick Up 6 trips at 1.50 hours each	9.00 hours	\$ 95.00	\$ 855.00
2130	Trip Charge	6 trips	\$ 60.00	\$ 360.00
<i>Laboratory Testing</i>				
4080	Core Thickness and Density Testing	20 tests	\$ 65.00	\$ 1,300.00
4090	MnDOT Gyratory Mix Properties	3 tests	\$ 650.00	\$ 1,950.00
Subtotal				\$ 4,465.00
Concrete				
<i>Field Testing</i>				
CMT02	Testing of Concrete 5 pours at 2.00 hours each	10.00 hours	\$ 110.00	\$ 1,100.00
CMT01	Sample Pickup 3 trips at 1.50 hours each	4.50 hours	\$ 95.00	\$ 427.50
2130	Trip Charge	8 trips	\$ 60.00	\$ 480.00
<i>Laboratory Testing</i>				
2040	Concrete Curing and Compressive Strength Testing 5 sets at 3 cylinders each	15 cylinders	\$ 40.00	\$ 600.00
Subtotal				\$ 2,607.50

Project Supervision, Review and Management				
CMT80	Project Engineer/Manager	2.00 hours	\$ 215.00	\$ 430.00
CMT70	Project Assistant	6.00 hours	\$ 175.00	\$ 1,050.00
CMT90	Project Administrator	1.00 hours	\$ 95.00	\$ 95.00
Subtotal				\$ 1,575.00

Inspection and Testing Project Summary	
Aggregate and Soils	\$ 7,067.50
Asphalt Pavements	\$ 4,465.00
Concrete	\$ 2,607.50
Project Supervision, Review and Management	\$ 1,575.00
Estimated Total	\$ 15,715.00



Request for Council Action

SUBJECT: **Resolution Amending the 2025 List of Authorized Official Depositories**

MEETING DATE: April 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, amending the 2025 list of authorized official depositories.

BACKGROUND

Every year, the City Council designates banks, brokers and dealers which may be used by the City during the calendar year. On January 6, 2025, Council approved the 2025 list of authorized official depositories.

The City's main checking account is held at Bremer Bank. This account is used to draw funds for weekly check runs, bi-weekly payroll, semi-annual debt payments, etc. The account also receives all initial city deposits before they are reviewed and potentially invested with one of the City's investment brokers.

In November 2024, it was announced that Old National Bank was acquiring Bremer Bank. When the 2025 listing of authorized depositories was presented to the Council, it was unclear as to when this acquisition would take place, so Old National Bank was not included on the list. Staff have recently learned that the transition to Old National Bank is scheduled to occur sometime in 2025 - which means the City's main checking account with Bremer will eventually transfer over to Old National Bank. In order to be prepared when that day comes, staff is recommending that Old National Bank be added to the city's list of authorized depositories.

With this action, the following institutions would be designated as official depositories for the City of Inver Grove Heights.

- Bremer Bank, N.A.
- Wells Fargo Bank, N.A.
- RBC Capital Markets, LLC
- Wells Fargo Securities, LLC
- Stifel Nicolaus & Co., Inc.
- Moreton Capital Markets, LLC
- US Bankcorp
- Ehlers Investment Partners
- UBS Financial Services, Inc.
- Oppenheimer & Co, Inc.

- PMA Financial Network/Securities, LLC (PMA), 4M Fund
- **NEW: Old National Bank**

FISCAL IMPACT

This is a procedural action with no specific fiscal impact.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution Amending List of Official Depositories (April 2025)

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING OFFICIAL DEPOSITORIES FOR 2025

WHEREAS, the Finance Director or designee(s), as custodian of public monies of the City of Inver Grove Heights, regularly deposits said monies in depositories of the City; and

WHEREAS, the Finance Director or designee(s) shall also invest funds not immediately needed pursuant to Minnesota Statutes; and

WHEREAS, it is the express intention of the City to maximize its investments and interest earnings by allowing each financial institution to compete for such investments; and

WHEREAS, as required by Minnesota Statute, Council approved the 2025 listing of official designated depositories, which included Bremer Bank, at their January 6, 2025 meeting; and

WHEREAS, Bremer Bank, who hosts the city's main checking account, is scheduled to be acquired in 2025 by Old National Bank; and

WHEREAS, Old National Bank was not on the 2025 listing of official designated depositories, so the 2025 listing needs to be amended to add them to the list;

NOW THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council that the following financial institutions are hereby designated as public depositories for the City:

Bremer Bank, N.A.
Wells Fargo Bank, N.A.
RBC Capital Markets, LLC
Wells Fargo Securities LLC
Stifel Nicolaus & Co., Inc.
Moreton Capital Markets, LLC

Us Bancorp
Ehlers Investment Partners
UBS Financial Services, Inc.
Oppenheimer & Co, Inc.
PMA Financial Network / Securities, LLC 4M Fund
NEW: Old National Bank

Adopted this 28th day of April 2025 by the City Council of Inver Grove Heights, MN.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolutions Accepting Bid, Awarding Contract and Approving Budgets for City Project No. 2210 - Heritage Village Park Phase 5**

MEETING DATE: April 28, 2025
ITEM TYPE: Consent Agenda
CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, accepting the bid and awarding a contract to Peterson Companies in the amount of \$953,173.96, and approving budgets for City Project No. 2210 - Heritage Village Park Phase 5.

BACKGROUND

Phase 5 of Heritage Village Park (HVP) will bring the park closer to completion with the construction of an inclusive playground, splash pad, and expanded parking lot. During the 2023 legislative session, the City was awarded \$2 million in state bond funds for this phase. Combined with approximately \$650,600 from the City's Park Acquisition and Development Fund, a total of \$2.65 million had been earmarked for Phase 5.

At its January 27, 2025, meeting, the Council approved the purchase of Heritage Village Park Phase 5 amenities (Phase 5A), including the inclusive playground, splash pad, shade structures, and site furnishings, in the amount of \$1,843,629.24.

The remaining Phase 5 project components (Phase 5B) include earthwork and excavation for the playground and splash pad, installation of ornamental fencing, irrigation for the main lawn, and expansion of the parking lot. At its March 24, 2025 meeting, the Council directed staff to advertise for bids for these Phase project components. At the time, the engineer's construction cost estimate was \$1.21 million for this scope of work. The project was advertised in the Pioneer Press, the City's website and online through QwestCDN. Additionally, staff and the City's consultant reached out to several local vendors encouraging them to participate in the bidding process.

The advertisement for bids opened on March 27 and closed on April 22, 2025. A total of 4 bids were received. The bids were checked for mathematical accuracy and the low base bid was determined to be from Peterson Companies, with a total bid of \$953,173.96. The identified budget for this portion of the project is \$1,074,812, so the Peterson Companies bid is \$121,639 under the engineer's cost estimate. However, the alternate bid for fencing around both the playground and splash pad came in significantly over the estimated cost of \$138,700. Peterson Companies submitted a bid of \$237,287 for this alternate. While this fencing component is critical to the overall functionality and safety of the site, staff is recommending that we do not accept this alternate through the bid process.

Instead, staff proposes to work directly with fence vendors to install fencing via a direct contract with

the City, rather than through Peterson Companies. Staff have received preliminary cost estimates for a comparable, non-custom commercial ornamental fence and accompanying maintenance curbing for approximately \$100,000. This approach will allow the project to stay under the cost estimate.

Additionally, at the March 24 meeting, staff presented an overall estimated project cost of \$1.23 million, that included construction cost, construction contingency, and alternate bid for fencing. Now, given the bid by Peterson Companies and the remaining project cost, the overall project cost is \$1,101,173.96. This brings the project cost below the estimated cost by \$112,338.

The City's park design consulting firm has provided a letter of support to accept the bid and award the contract to Peterson Companies. They have indicated the bidder meets all experience and requirements to perform the project. (See attached letter)

Bid results:

Peterson Companies	\$953,173.96
Pember Companies, Inc	\$966,820.90
JL Theis, Inc	\$1,028,555.89
Urban Companies	\$1,176,612.00

The following is the estimated construction timeline:

Estimated Construction Timeline	
April 28, 2025	Accept Bid and Award Contract
May/June 2025	Construction Begins
October 3, 2025	Substantial Construciton Completed
November 2025	Final Construction Items (if needed)

FISCAL IMPACT

If a bid is accepted and a construction contract is awarded, funding for the project would come from two sources: \$951,173.96 from the City's Park Acquisition and Development Fund and \$150,000 from recently approved Tree Replacement funding, specifically allocated for the irrigation system. This brings the total available funding to \$1,101,173.96.

As part of the City being awarded \$2 million in state bond funds for this phase, and following the purchase of playground and splash pad equipment, approximately \$650,600 remained allocated from the Park Acquisition and Development Fund for this portion of the Phase 5 project. When combined with the \$150,000 from the Tree Replacement Fund, the total available funding specifically for this construction contract and budget amounts to \$906,200.

As noted in the previously approved authorization to bid (Council Action Item), if the available funding was determined to be insufficient, staff would return with a recommendation to fund the full project. At this time, staff is recommending an additional \$194,973 from the Park Acquisition and Development Fund be allocated to cover the remaining gap in the proposed project budget.

As a reminder, the Park Acquisition and Development Fund is supported by park dedication fees paid

through development and may only be used for the acquisition and development of new parks and related amenities. This fund has sufficient resources to cover the additional costs for Heritage Village Park Phase 5, without touching funds earmarked for a large park in the Northwest Area or funds recently transferred into this account as a result of the City's ARPA funds utilization.

Staff is requesting approval for the overall project budget, which includes a contract with Peterson Companies, Inc for construction, the purchasing and installation of a fence, and 5% construction contingency.

Project Cost Breakdown:

Item	Cost
Construction Cost - Peterson Companies	\$953,173.96
Construction Contingency 5%	\$48,000.00
Fencing Installation (City Direct Purchase)	\$100,000.00
TOTAL	\$1,101,173.96

Project Revenue :

Funding Source	Amount
Park Acquisition and Development Fund	\$951,173.96
Tree Replacement Fund	\$150,000.00
TOTAL	\$1,101,173.96

RECOMMENDATION

Staff recommends adoption of the attached Resolutions, accepting the bid and awarding a contract to Peterson Companies in the amount of \$953,173.96, and approving budgets for City Project No. 2210 - Heritage Village Park Phase 5.

ATTACHMENTS

1. Heritage Village Park Phase 5 Cost and Funding Source Summary (April 2025)
2. Resolution - Approving Budget - HVP Phase 5
3. Resolution - Accepting Bids and Awarding Contract - HVP Phase 5
4. WSB - Letter of Recommendation
5. HVP - Phase Bid Summary

Heritage Village Park - Phase 5

Costs

	Engineer's Estimate	Current
Phase 5A - purchase and installation of playground and splash pad equipment, tables, benches and shade structures <i>(authorized by Council on Jan. 27, 2025 & Feb. 24, 2025)</i>	n/a	\$1,893,629
Professional Service Contract - WSB <i>(authorized by Council on Feb. 24, 2025)</i>	n/a	\$127,925
Phase 5B - earthwork, parking lot extension, and irrigation Contract with Peterson Companies <i>(Council authorization sought April 28, 2025)</i>	\$1,074,812	\$953,174
Fencing <i>(Council authorization sought April 28, 2025)</i>	\$138,700	\$100,000 (estimated)
5% Construction Contingency for Phase 5B <i>(Council authorization sought April 28, 2025)</i>	n/a	\$48,000
TOTAL		\$3,122,728

Funding Sources

	Original Project Budget <i>(during 2023 Legislative Session)</i>	Current Project Budget
State Bonding Funds	\$2,000,000	\$2,000,000
City's Park Acquisition & Development Fund	\$650,600	\$972,727
City's Tree Preservation Fund <i>(for irrigation system)</i>	\$125,000	\$150,000
TOTAL	\$2,775,600	\$3,122,728

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

RESOLUTION NO. _____

**RESOLUTION APPROVING BUDGET FOR CITY PROJECT NO. 2210
– HERITAGE VILLAGE PARK PHASE 5**

WHEREAS, the City Council has considered City Project No. 2210 providing earthwork and excavation for the playground and splash pad, installation of ornamental fencing, irrigation for the main lawn, and expansion of the parking lot; and

WHEREAS, finding the project to be necessary and beneficial to the city's park infrastructure, the City Council has ordered the project and awarded a contract for project construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, that the following budget is hereby adopted for City Project No. 2210:

PROJECT COSTS	Amount
Construction Bid	\$953,173.96
Construction Contingency (5%)	\$48,000
Fencing Installation (City Direct Purchase)	\$100,000
Total	\$1,101,173.96

FUNDING SOURCES	Amount
Park Acquisition and Development Fund	\$951,173.96
Tree Replacement Fund	\$150,000
TOTAL	\$1,101,173.96

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, that the Parks and Recreation Director is authorized to direct the use of contingency funds up to the approved amount for project work in the case of changes in site conditions, quantity adjustment, or unforeseen expenses necessary to complete the project as proposed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, that the Parks and Recreation Director is authorized to approve contracts and allocate funds, up to a total of \$100,000, for the construction of the fence. The Director may engage various vendors to perform services outlined in the plan, ensuring projects remain timely and efficient. For all work identified in the plan, the Director will only approve services after obtaining at least two quotes and will award the contract to the lowest quote, unless the vendor is an approved state or national contract vendor, in which case a second quote will not be required.

Adopted by the City Council of the City of Inver Grove Heights on this 28th day of April 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING BID AND AWARDING CONTRACT TO PETERSON COMPANIES FOR
CITY PROJECT NO. 2210 – HERITAGE VILLAGE PARK PHASE 5**

WHEREAS, at its March 24, 2025 meeting, the Council directed staff to advertise for bids for Heritage Village Park – Phase 5, which includes earthwork and excavation for the playground and splash pad, installation of ornamental fencing, irrigation for the main lawn, and expansion of the parking lot.; and

WHEREAS, on April 22, 2025, staff received and opened 4 bid proposals. The bids were checked for mathematical accuracy and the low bid was from Peterson Companies, with a total bid of \$ 953,173.96; and

Bidder	Bid
Peterson Companies	\$953,173.96
Pember Companies, Inc	\$966,820.90
JL Theis, Inc	\$1,028,555.89
Urban Companies	\$1,176,612.00

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

1. The Mayor and Clerk are hereby authorized and directed to enter a contract with Peterson Companies. in the name of the City of Inver Grove Heights, for City Project No. 2210 according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City rejects all other bids except for Peterson Companies' successful base bid.
3. Project funding for the City Project No. 2210 in the amount of \$1,101,173.96 shall be provided by the Park Acquisition and Development Fund, and the City's Tree Replacement Fund.

Adopted by the City Council of the City of Inver Grove Heights on this 28th day of April 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



April 22, 2025

Honorable Mayor and City Council
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Heritage Village Park – Phase 5
City Project No. 2210
City of Inver Grove Heights
WSB Project No. 023629-000

Dear Mayor and Council Members:

Bids were received for the above-referenced project on Tuesday, April 22, 2025, and were opened and read aloud. A total of four bids were received which included a base bid plus four add alternate options. All bids were checked for mathematical accuracy.

Please find enclosed the bid summary indicating the low base bid as submitted by Peterson Companies, Inc. in the amount of \$953,173.96. The Engineer's Estimate was \$1,046,747.55.

We recommend that the City Council consider these bids and award a contract for the base bid amount of \$953,173.96 to Peterson Companies, Inc. based on the results of the bids received. We also recommend setting aside a minimum of five percent (5%) of the construction amount for construction contingencies.

Sincerely,

WSB

A handwritten signature in black ink, appearing to read "Candace Amberg", is written over a horizontal line.

Candace Amberg
Sr. Professional Landscape Architect

Attachments

ams

BID TABULATION SUMMARY

PROJECT:

Heritage Village Park - Phase 5

OWNER:

City of Inver Grove Heights

CITY PROJECT NO.:

2210

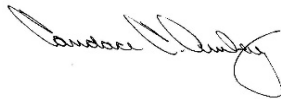
WSB PROJECT NO.:

023629-000

Bids Opened: Tuesday, April 22, 2025, at 10:00 am

		Bid Security (5%)	BASE BID	ALT 1 UNDERGROUND TANK	ALT 2 ABOVE GROUND TANK	ALT 3 ORNAMENTAL FENCING	ALT 4 ALTERNATE ELECTRICAL SYSTEM
1	Peterson Companies	X	\$953,173.96	\$228,062.94	\$550,803.93	\$237,287.14	\$120,749.90
2	Pember Companies, Inc.	X	\$966,820.90	\$751,800.00	\$581,980.00	\$196,761.25	\$121,960.00
3	JL Theis, Inc.	X	\$1,028,555.89	\$515,680.00	\$500,000.00	\$245,499.00	\$132,000.00
4	Urban Companies	X	\$1,176,612.00	\$632,000.00	\$600,000.00	\$259,668.00	\$126,500.00
Engineer's Opinion of Cost			\$1,046,747.55	\$186,000.00	\$350,000.00	\$138,700.00	\$30,000.00

I hereby certify that this is a true and correct tabulation of the bids as received on April 22, 2025.



Candace Amberg, Sr. Professional Landscape Architect II

 Denotes corrected figure



Request for Council Action

SUBJECT: **Resolution Authorizing Memorandum of Understanding for SkillBridge Program**

MEETING DATE: April 28, 2025
ITEM TYPE: Consent Agenda
CONTACT: Judy Thill, Fire Chief, 651.450.2495

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing the appropriate officials to enter into a Memorandum of Understanding for the Department of Defense SkillBridge program.

BACKGROUND

Each year approximately 200,000 members of the U.S. Armed Forces leave active duty and re-enter the civilian work force or pursue higher education. Through the U.S. Department of Defense (DOD) SkillBridge program, military members are paired up with employers who can provide both training and experience in various fields that could provide employable skills for members to use once out of the military. As part of the SkillBridge program, the DOD continues to pay the service member's salary and benefits while they participate in SkillBridge. This opportunity may last up to the final 180 days of service.

The IGH Fire Department is interested in becoming a SkillBridge partner with the DOD so that it can provide interested service members with firefighter training and experience as they wind down their military careers. This would be similar to an internship program, where we would provide both training and experience that would coincide with our present training and shifts. As part of the application process, a formal Memorandum of Understanding (MOU) is required to be signed.

The MOU has been reviewed by the City Attorney.

FISCAL IMPACT

There would be no fiscal impact to the City, as the wages paid to participating service members comes entirely from the DOD.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution Authorizing MOU
2. MOU for DOD Skill Bridge Program

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

RESOLUTION NO. _____

RESOLUTION APPROVING SKILLBRIDGE MEMORANDUM OF UNDERSTANDING

WHEREAS, each year, approximately 200,000 members of the U.S. Armed Forces, stationed in over 140 military installations, will leave active duty and re-enter the civilian work force or pursue higher education; and

WHEREAS, through the U. S. Department of Defense (DOD) SkillBridge program, military members are paired up with employers who can provide both training and experience in various fields that could provide employable skills for members to use once out of the military; and

WHEREAS, as part of the SkillBridge program, the DOD continues to pay the service member's salary and benefits while they participate in SkillBridge. This opportunity may last up to the final 180 days of service.

WHEREAS, the City of Inver Grove Heights Fire Department is proposing to become a SkillBridge partner with the DOD. As such, they would have the potential of providing service members with firefighter training and experience as they wind down their military careers; and

WHEREAS, as part of the application process, a formal Memorandum of Understanding (MOU) is required to be signed; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, does hereby approve the signature on the DOD SkillBridge MOU to enter into a partnership to assist in providing employable skills and training to service members near the end of their active duty.

Approved by the City Council of Inver Grove Heights, MN this 28th day of April 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE UNDER SECRETARY OF DEFENSE FOR PERSONNEL AND READINESS,
U.S. DEPARTMENT OF DEFENSE AND
SKILLBRIDGE PROVIDER**

This Memorandum of Understanding (MOU) is between the Office of the Under Secretary of Defense for Personnel and Readiness (USD(P&R)) of the U.S. Department of Defense (DoD) and _____ hereinafter referred to collectively as the “Parties.”

1. **BACKGROUND:** The DoD SkillBridge Program provides a structured pathway for eligible and authorized Service members to participate in job training and employment skills training, including apprenticeships and internships, within 180 days of separation from active-duty service. The Military-Civilian Transition Office (MCTO), under the authority of the USD(P&R), executes a Memorandum of Understanding (MOU) with public and private organizations who then host SkillBridge programs in accordance with the rules, parameters, procedures, and responsibilities outlined in the MOU.
2. **AUTHORITIES:**
 - 2.1. DoD Instruction (DoDI) 1322.29, “Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service members,” 24 January 2014
 - 2.2. DoDI 1332.35, “Transition Assistance Program (TAP) For Military Personnel,” 26 September 2019
 - 2.3. DoDI 1344.07, “Personal Commercial Solicitation on DoD Installations,” 30 March 2006
 - 2.4. DoDI 1000.15, “Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations,” 24 October 2008
 - 2.5. 51 U.S. Code § 20113 – Powers of the Administration in performance of functions
 - 2.6. 10 U.S. Code § 1143 - Employment assistance
3. **PURPOSE:** This MOU establishes rules, parameters, procedures, and responsibilities for the SkillBridge Program parties.
4. **UNDERSTANDING OF THE PARTIES:**
 - 4.1 The MCTO will:
 - 4.1.1 Support authorized DoD SkillBridge organizations access on installations under the Department's authority in accordance with installation access protocol.
 - 4.1.2 Provide public information to Service members about the availability, locations, and training opportunities of DoD SkillBridge programs and appropriate resource information on authorized DoD SkillBridge organizations.
 - 4.1.3 Enforce policy that ensures participating Military Departments validate Service members' eligibility to participate and that they have received approval to participate from their first field grade commander, (O-4 and above), in the Service member's chain of command, who is authorized to impose non-judicial punishment under 10 U.S.C. 815, Article 15, also known as the Uniform Code of Military Justice (UCMJ).

4.1.4 Institute policy for Military Departments to authorize designated SkillBridge training locations as the place of duty for participating Service members with the understanding that a member's participation in the program may be terminated at any time, based on mission requirements, the member's conduct, and/or other Service needs.

4.1.5 Conduct a U.S. State business records authentication check. Authorized SkillBridge organizations must remain in good standing for this MOU to remain valid.

4.1.6 Verify DoD SkillBridge providers are established as a business for a minimum of three years (exceptions: federal agencies, state and local government); associated training cost (if any) are not imposed on the Service member by the authorized SkillBridge organization prior to determination of approval; and training plans are reviewed and approved for SkillBridge opportunities prior to being publicly shared.

4.1.7 Resolve Military Departments escalated formal complaints to uphold the integrity and equitable operation of the DoD SkillBridge program.

4.2 The SkillBridge authorized organization _____ will:

4.2.1 Accept at least the minimum number of SkillBridge candidates annually based on organizational size. Minimum requirement:

- Small business organization with 200 or fewer employees –
 - at least 1 candidate per year;
- Midsize business organizations with more than 200, but less than 400 employees –
 - at least 2 candidates per year;
- Midsize Business organizations with more than 400, but less than 600 employees –
 - at least 3 candidates per year; and
- Large business organizations with more than 600, but less than 1000 employees –
 - at least 4 candidates per year;
- Large business organizations with over 1000 employees –
 - at least 5 candidates per year.

4.2.2 Ensure a minimum of suitable, available full-time positions equal to or exceeding the number of participating service members at any given time.

4.2.3 Provide eligible Service members with on-the-job training (OJT), employment skills training, pre-apprenticeship, apprenticeship, or internship opportunities to enrich professional development experiences with competence-based employment skills, knowledge, or abilities directly linked to job opportunities in the civilian sector and meet the below objectives:

4.2.4 Improve the Service member's competency levels (i.e., knowledge, skills, and abilities) and broaden the range of their competencies by building upon the occupational skills acquired during military service.

4.2.5 Improve or provide skills unrelated to the occupational skills acquired during military service but do relate to the successful performance of a civilian occupation identified by the Service member as their post-transition goal for civilian employment upon separation.

4.2.6 Refine or enhance skills acquired during military service by redirecting skills that were acquired initially with a focus on the military mission toward related skills that are required to successfully perform occupations in the civilian workforce to increase the post-employment opportunities for transitioning Service members.

4.2.7 Ensure employment skills training, pre-apprenticeship, apprenticeship, or internship opportunities are not offered as virtual asynchronous only; online opportunities must include virtual synchronous (i.e., live person-led) training and/or a hybrid with in-person sessions. Asynchronous training (if any) will be less than 50% of the length of the training.

4.2.8 Screen and select Service member candidates for participation based on self-initiated interest; ensure candidates have their Military Department's authorization before starting the SkillBridge program.

4.2.9 Ensure that outside of subsistence, lodging, and home-station to program location travel costs, participating Service members do not incur direct financial costs directly or indirectly related to program administration and delivery (e.g., training fees, training materials, equipment, uniforms, certifications, licensure). At the sole discretion of the Service member, program administration and delivery costs can or may be covered by the Service member's VA GI Bill benefits when said costs qualify for the same and are specifically and clearly identified by the SkillBridge provider in their SkillBridge application. At their sole discretion, the SkillBridge provider may subsidize or reimburse any or all subsistence, lodging, and home-station to program location travel costs if said subsidy or reimbursement is offered to all similar training participants without regard to military affiliation and specifically and clearly identified by the SkillBridge provider in their SkillBridge application.

4.2.10 Ensure Service members who successfully complete the SkillBridge program have a high probability of immediate post-service employment. High probability of employment is defined as 75% or higher of Service members who successfully complete the program receive a qualifying offer of immediate post-service employment with an 85% or higher offer rate as the Key Performance Indicator goal.

4.2.11 Not provide compensation nor gifts to Service members for services performed while participating in the program.

4.2.12 Coordinate with MCTO on matters of participant compliance with other restrictions on acceptance of compensation and gifts, and other ethics rules applicable to Service members as expressed in the criminal conflict of interest statutes (18 U.S.C. §§ 201-209), the Standards of Conduct for Employees of the Executive Branch (5 C.F.R. 2635), and the Joint Ethics Regulation (15 May 2024).

4.2.13 Ensure opportunity does not create a conflict of interest for the Service member, as defined in DoDI 1332.35 or other guidance provided by the Military Departments.

4.2.14 Ensure all information provided on the DoD SkillBridge website, including the status of active recruitment, details about training programs, and points of contact, is kept up to date and accurately reflects the current opportunities and conditions of their SkillBridge offerings.

4.2.15 Submit a request for approval of any new elements or programs to add to their DoD SkillBridge offerings, accompanied by a detailed training plan for each change. This plan should outline the objectives, structure, duration, and expected outcomes of the training, ensuring alignment with the SkillBridge program's goals and standards.

4.2.16 Appoint a representative to maintain continuing liaison with MCTO, the Military Departments, and military installation SkillBridge managers.

4.2.17 Assume overall responsibility for the execution of its SkillBridge program, both on and off participating military installations, as applicable.

4.2.18 Provide a structured and safe training environment for Service members that fully complies with all applicable labor and safety laws, regulations, and standards to ensure a secure and productive learning experience.

4.2.19 Notify the appropriate Military Department, SkillBridge installation liaison, or command approving authority immediately upon discovery of any attendance issues, disciplinary concerns, or injuries relating to a Service member who is a SkillBridge participant.

4.2.20 Conduct a program feedback survey with Service member SkillBridge program participants and work with designated Military Department installation representatives to address any program concerns and, if necessary, to provide final outcomes to USD(P&R).

4.2.21 Upon request, provide MCTO outcome data on the salary, hire and retention rates to include percentage of immediate hire employment offers.

4.2.22 At a minimum, provide program participation data at 90-, and 180-day post-program employment or at the request of MCTO. At a minimum, data will include the number of participants accepted into the program, their Military Service association, the number of participants who complete the program, the number of participants offered qualifying employment, the number of participants who accepted qualifying employment, the industry of the employment offer, and their starting salary offer.

4.2.23 Not suggest or imply official DoD or Military Department sanction or endorsement of their organization's products or services because of participation in the SkillBridge program or otherwise.

4.2.24 Inform the respective Installation Public Affairs Office (PAO) when any local or regional media coverage is expected relating to the SkillBridge program and MCTO when national media coverage is expected. Include all materials intended for use in connection with such coverage in the notification to the respective Installation PAO or MCTO in the case of national media coverage. This requirement does not include communications conducted solely through their own marketing or social media platforms.

4.2.25 Only use the DoD SkillBridge name and logo as an approved SkillBridge provider in conjunction with DoD authorized provider programs. Approved use includes provider informing audiences of their participation in the program on websites and resource material used to support the DoD SkillBridge participants. The provider will include a disclaimer in each case to avoid the appearance of DoD endorsement of their products or services. All other proposed uses must be approved by MCTO. The DoD SkillBridge name and logo may not be used for commercial use, such as for-profit activities or advertisement of business, services, or products, or to imply endorsement of the provider by the DoD.

4.3 DoD SkillBridge authorized Third Party Providers (i.e., organizations facilitating SkillBridge opportunities (compensated or not) on behalf of another line of business within their agency or with external employers) _____ will:

4.3.1 Manage and coordinate SkillBridge opportunities on behalf of employers or providers (e.g., federal, state, or private sector business) who are in good standing with U.S. state oversight.

4.3.2 Maintain regular communication with Service members who are SkillBridge program participants and their host employers.

4.3.3 Report, list, and account for all employers being hosted under the organizations umbrella.

4.3.4 Ensure that every employer or organization sponsored, has separate and distinct DoD SkillBridge MOU for MCTO accountability.

5. GENERAL PROVISIONS:

5.1 POINTS OF CONTACT. The following points of contact (POCs) will be used by the Parties to communicate the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1 For the Office of the USD(P&R) –
DoD SkillBridge Program
Military -Civilian Transition Office, Suite 05E22
4800 Mark Center Drive
Alexandria, VA 22350-4000

5.2 CORRESPONDENCE. All official correspondence except for initial transition of this agreement should be mailed to:

5.2.1 For the Office of the USD(P&R) –
DoD SkillBridge Program
Military -Civilian Transition Office, Suite 05E22
4800 Mark Center Drive
Alexandria, VA 22350-4000

5.3 REVIEW AND MODIFICATION OF MOU: This MOU will be in its entirety biannually for nonfederal entities and triennially for federal and local government entities, and updates will be initiated, as required. This MOU may only be modified by the written consent of the Parties, duly signed by their authorized representatives.

5.4 FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower, other than participating Service members, between the two parties nor does it make any commitment of funds or resources.

5.5 DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive orders, Directives, or Instructions, be resolved by consultation between the Parties in accordance with DoDI 4000.19 “Support Agreements”.

5.6 NONENDORSEMENT: In accordance with the Joint Ethics Regulation, DoD is prohibited from endorsing or implying that it will endorse any nonfederal entity, event, product, service or enterprise. The Parties recognize that this agreement does not constitute DoD endorsement of _____ or any of its products or services.

5.7 TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties.

5.8 TERMINATION OF UNDERSTANDING. This MOU may be terminated in writing at will by either Party with 90 days written notice to the other Party. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that it is no longer able to meet the terms of this MOU based on military operational requirements or national emergency. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that the SkillBridge provider, or any of its partners or subsidiaries operating under this agreement, fail to comply with the terms of this MOU.

5.9 SERVICE MEMBER RELEASE FROM SKILLBRIDGE OPPORTUNITY: Either the DoD or _____ may release a Service member from the Program if, in the opinion of either party, the Service member is not actively and satisfactorily participating with the provided training. The DoD may release a Service member from placement with _____ if it determines that the Service member is not being utilized by _____ consistent with the goals of the Program. Prior to releasing the Service member, DoD and _____ shall confer and try to resolve the issue(s), short of release of Service member from the Program. However, each party retains ultimate right to end the Program after consultation with the other party.

5.10 CONSENT TO IDENTIFICATION: Neither party shall use the other party's name outside their organization without the other party's express written consent, which consent shall not be unreasonably withheld or delayed.

5.11 ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties.

5.12 EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.13 EXPIRATION DATE. This MOU expires on _____.

AGREED:

Name _____

Signature

For the SkillBridge Program Office

Name _____

Signature

Title/Position _____

Date

Title _____

Date



Request for Council Action

SUBJECT: **Approval of Rubbish Hauler License Renewals**

MEETING DATE: April 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to approve the renewal of nine Rubbish Hauler Licenses for the period of May 1, 2025 through April 30, 2026.

BACKGROUND

There are currently 11 rubbish haulers licensed to do business in the city of Inver Grove Heights. Of those, the following seven businesses have submitted renewal applications, accompanied by the necessary fees and insurance certificates:

Doing Business As:	Business Address:
Aspen Waste Systems	2951 Weeks Ave, Minneapolis, MN 55414
Dick's Sanitation Service	P.O. Box 769, Lakeville, MN 55044
Inver Grove Sanitation	3662 73rd St E, Inver Grove Heights, MN 55076
Nitti Sanitation	16555 Clayton Ave E, Rosemount, MN 55068
Tennis Sanitation	720 4th St - P.O. Box 62, St. Paul Park, MN 55071
Veit Disposal Systems	14000 Veit Place, Rogers, MN 55374
Waste Managment	1901 Ames Drive, Burnsville, MN 55306

The four remaining rubbish haulers license renewals will be brought to City Council for approval at a future date once all the paperwork that is outstanding has been received.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the seven license renewals listed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Application for Tobacco Retail Sales License - A&M Liquor**

MEETING DATE: April 28, 2025

ITEM TYPE: Public Hearing

CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to conduct a public hearing and consider approval of an application for a new tobacco sales license.

BACKGROUND

The City has received an application from the following business seeking a new tobacco sales license:

Doing Business As:	Business Address:
A & M Liquor	5709 Carmen Ave E

The license application submitted by the above-listed business has been reviewed by staff and found to be complete and qualified.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends holding a public hearing and then approving the tobacco sales license listed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Renewal of Body Art License**

MEETING DATE: April 28, 2025

ITEM TYPE: Public Hearing

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to open and continue a public hearing to consider renewal of a Body Art License for MN Beauty Studios LLC, and also to adopt the attached Resolution extending the existing Body Art License for MN Beauty Studios LLC for an additional 30-days.

BACKGROUND

The City has received an application from the following Body Art business seeking to renew its license:

Doing Business As:	Business Address:
MN Beauty Studios LLC	5300 Robert Trl S, Suite 700

Notice was published that a public hearing on this renewal application would be held at the Council's April 28 meeting, however there has been a delay in obtaining results from the required background check. Therefore, staff does not have a final recommendation on the license renewal and is seeking to continue the public hearing to a future Council meeting.

Additionally, staff is recommending Council adoption of the attached Resolution, to extend the existing Body Art License for an additional 30-days, by which time the background check results should be available and the public hearing can be completed.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends opening and continuing the public hearing and adopting the attached Resolution, extending the Body Art Business License for MN Beauty Studios by thirty (30) days to May 30, 2025.

ATTACHMENTS

1. Resolution to Extend Expiration Date for Body Art License

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

RESOLUTION NO. 2025-_____

**RESOLUTION TO EXTEND THE EXPIRATION DATE FOR THE EXSITING BODY
ART LICENSE OF MN BEAUTY STUDIOS TO MAY 30, 2025**

WHEREAS, MN Beauty Studios LLC is the current holder of a City-issued Body Art License and has submitted all required application materials to renew that license for an additional year; and

WHEREAS, the background investigation required as part of the application review is not yet complete;

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

1. The expiration date for the existing Body Art license issued to MN Beauty Studios is hereby extended from April 30, 2025 to May 30, 2025 to allow time to complete the necessary review of the renewal application.

Approved by the City of Inver Grove Heights, Minnesota this 28th day of April, 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **License Renewals for Massage Therapy Businesses and Individual Massage Therapists**

MEETING DATE: April 28, 2025
ITEM TYPE: Public Hearing
CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to hold a public hearing and then consider license renewals for the massage therapy businesses and individual massage therapists listed below.

BACKGROUND

The City currently has 11 licensed massage therapy businesses and 17 licensed individual massage therapists. At this time, eight massage businesses and 14 individual massage therapist renewal applications were received and accompanied by the necessary license fees, liability insurance certificates, and have completed background investigations by the Police Department with no basis found for denial of the renewals.

The licenses are as follows:

Massage Businesses	Massage Therapists	Business Address
Enhance MD Body, Hair & Skin Clinic	Helen Castillo-Delgado	5565 Blaine Ave, Suite 250
Heaven Sent	Jennifer Lynn Swenson	5874 Blackshire Path
Massage by Mary	Mary Lambert	2898 Upper 55 th St
The Oasis Massage Center	Jean Helfman	1870 50 th St E #2
Onalos Massage	Enrique Solano	2898 Upper 55 th St
	Pauline Johanik	

Mystic Moon Wellness	Delaina Hinrichs	1870 50 th St E
Salon Fusion	Jeanne Fox	3105 65 th St E
	Kevin Miner	
	John Halloran	
	Georgia Kruse	
(Therapist only)	Frances Diaz Meyer	7741 Amana Trl
Inver Grove Chiropractic	Beth Henning	2940 65th St E
	Jessica Knox	

FISCAL IMPACT

N/A

RECOMMENDATION

Following the public hearing, staff recommends approval of the eight massage therapy businesses and fourteen individual massage therapist licenses listed above for the period of May 1, 2025 through April 30, 2026.

ATTACHMENTS

None



Request for Council Action

**SUBJECT: Therapeutic Massage Business License - Renewal
Application from Oyespa**

MEETING DATE: April 28, 2025

ITEM TYPE: Public Hearing

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to hold a hearing regarding the massage business license renewal application for Oyespa. Following the hearing, if the Council finds that the massage business license for Oyespa should not be renewed, the Council is asked to consider adoption of the attached Resolution which denies Oyespa's renewal license application for a massage business license.

BACKGROUND

Oyespa, LLC (Oyespa) operates a salon and spa located at 7741 Amana Trail. Among other services, Oyespa offers massage services to the public. OyeSpa first applied for and was issued a Therapeutic Massage Business License (Massage Business License) in 2020; that Massage Business License was subsequently renewed in 2021, 2022, 2023, and 2024, and the existing Massage Business License is set to expire on April 31, 2025.

Recently, the City received an application for a Massage Therapist license from Sean Murphy who intended to work at Oyespa. In the course of completing his review of that massage therapist license application, Officer Joseph DeRosier of the Inver Grove Heights Police Department found that Mr. Murphy was listed on the Oyespa website as already providing massage services at Oyespa. Officer DeRosier was able to book and obtain a massage from Mr. Murphy at Oyespa, despite the fact that Mr. Murphy had not yet been issued a Massage Therapist license from the City. (See attached Exhibit A, Police Report)

Based on the fact that OyeSpa was allowing an unlicensed massage therapist to provide therapeutic massage services to the public, which is a violation of the Inver Grove Heights City Code, the Chief of Police has recommended denial of the renewal of OyeSpa's Massage Business License. Written notice of this recommendation of denial, including the grounds for denial, along with information about the applicant's right to attend the April 28 Council meeting and to present any information to the Council regarding the renewal license application, was mailed to OyeSpa along with the police report documenting the massage business license violation. (See attached Exhibit B, Notice to OyeSpa).

The City Council is asked to hold a hearing regarding OyeSpa's Massage Therapy Business license renewal application. Following the hearing, if the Council determines not to renew the Massage Therapy Business license, the Council is asked to consider adoption of the attached Resolution of Denial of the license renewal application.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends that the Council hold a hearing regarding the Massage Business license for OyeSpa. The recommendation of the Chief of Police is that the license application be denied.

ATTACHMENTS

1. Notice to Oyespa
2. Resolution of Denial-Oyespa Massage Business License
3. Oyespa Massage Business License Application
4. Existing Massage Business License



8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077
651-450-2500
www.ighmn.gov

April 17, 2025

OyeSpa
7741 Amana Trl
Inver Grove Heights, MN 55077

RE: Massage Therapy License renewal

Dear Mr. Soneji and Mr. Sannuli,

The City is in the process of reviewing your application to renew OyeSpa's massage therapy business license. It has been documented that your business has been having an unlicensed massage therapist provide massage services to the public at OyeSpa 7741 Amana Trail in Inver Grove Heights prior to receiving license approval. The police report documenting these unlicensed massage services is included with this letter.

City Code requires that each individual who performs therapeutic massage services be licensed by the City, in addition to the business holding a license. The specific requirements of City Code are as follows:

4-8-1: MASSAGE THERAPY REGULATIONS:

C.4. Definitions:

THERAPEUTIC MASSAGE BUSINESS: An entity which operates a business which hires only massage therapists licensed by the city to provide therapeutic massage to the public. The owner/operator of a therapeutic massage business need not be licensed as a therapeutic massage therapist if he or she does not at any time practice or administer massage to the public. A therapeutic massage business may employ other individuals such as cosmetologists and aestheticians, and these individuals are not required to have a massage therapist license as long as they are not providing therapeutic massage to the public.

D. License Required:

1. **Therapeutic Massage Business License:** It shall be unlawful for any person or entity to own, operate, engage in, or carry on, within the city, any type of massage services to the public for compensation without first having obtained a therapeutic massage business license from the city pursuant to this section.

2. **Massage Therapist License:** It shall be unlawful for any individual to practice, administer, or provide massage services to the public for compensation within the city without first having obtained a personal massage therapist license from the city pursuant to this section.

It has been documented by Police Department staff that Mr. Sean Murphy is working as a massage therapist at OyeSpa without having a massage therapist license.

Based on having a non-licensed massage therapist providing massage services to the public at OyeSpa, it is the recommendation of Police Chief Chiodo that the Therapeutic Massage Business License for OyeSpa for the year starting May 1, 2025 be denied. The same recommendation is being made with respect to Mr. Murphy's application for a massage therapist license.

The City Council makes the final decision regarding approval or denial of all massage-related licenses. Consideration of OyeSpa's Therapeutic Massage Business License renewal is scheduled for the April 28, 2025 City Council meeting, which will begin at 6:00 p.m. and take place in the Council Chambers at City Hall, located at 8150 Barbara Ave. You may attend that meeting and present any information regarding this application to the Council.

Sincerely,



Rebecca Kiernan
City Clerk

Enclosure: City Code Chapter 8 - Massage Therapy
Police Report



INCIDENT

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

Case Number: 25000946

Title: Unlicensed Massage Therapy

Case Disposition: Inactive

INCIDENT INFORMATION

Offenses/Citation:

Address:

7741 amana Trail
Inver Grove Heights, MN
55077; Minnesota US

Location Description:

Parties Involved:

Incident Type: Other
Start Date: 2025-03-28 10:09
End Date: 2025-04-03 17:29
Reported Date: 2025-04-03 17:29

Murphy, Sean Paul [REDACTED] Mentioned
Blair, Marie Noel [REDACTED] Mentioned

CASE INFORMATION

Surveillance Video:

No

NIBRS Reportable: No

OFFICER INFORMATION

Name	Agency	Badge	Role
Joseph DeRosier	Inver Grove Heights	3631	Primary

SYNOPSIS OF EVENTS

On 04/03/2025, A Inver Grove Heights Police Officer received an unlicensed massage in the 7700 block of Amana

NARRATIVE

On 2025-03-28, I proceeded to review a individual massage therapist license application for: Sean Paul Murphy

[REDACTED]

I reviewed the application and noted that much of the application was illegible - making information verification difficult. I noted that the listed address was [REDACTED]. I completed a google search of this address and determined that it was an apartment building, not a single residence. I noted that Murphy declined to provide his apartment number, and also declined to provide the apartment number from two of his three references.

I completed an Accurint search of Murphy and determined that he previously resided in FL, and did not appear to have a MN DL. It should be noted that he listed that he has resided in MN since 10/01/2024, and should have applied for a MN DL as a new resident.



INCIDENT

Inver Grove Heights -
8150 Barbara Ave
Inver Grove Heights, MN 55077
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Case Number: 25000946

Title: Unlicensed Massage Therapy

Case Disposition: Inactive

I contacted Murphy's second listed residence who I believe is identified as Marie Noel Blair [REDACTED]. Marie provided few details about Murphy despite being roommates for nearly 6 months. During this conversation, Marie stated that she believed Murphy was already providing massages and was currently employed in Inver Grove Heights.

We then reviewed the Oyespa website and noted that Murphy was listed as a current massage therapist despite not having a license approved by the City of Inver Grove Heights. On 2025-03-28, I called Oyespa and was able to obtain a massage appointment with Murphy using a discrete name.

On 04/03/2025, I responded to a 1300 hours appointment for a 30 minute massage. I obtained a massage from a male who I recognized as Murphy. At the conclusion of the massage, I paid department issued funds and uploaded a copy of the receipt into electronic evidence.

At this time, I recommend that Murphy's individual massage therapist license application be denied on grounds of performing unlicensed massages in the City of Inver Grove Heights.

Please refer this report and all evidence to the Inver Grove Heights City Council for review.

PARTIES INVOLVED

PERSON 1

Role(s): Mentioned

Last: Murphy First: Sean Middle: Paul Date of Birth: [REDACTED] (33)

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Residence: [REDACTED]

Residence Type: Residence/Home

Cell Phone: [REDACTED] Description:

PERSON 2

Role(s): Mentioned

Last: Blair First: Marie Middle: Noel Date of Birth: [REDACTED] (38)

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]:



INCIDENT

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

Case Number: 25000946

Title: Unlicensed Massage Therapy

Case Disposition: Inactive

Residence: [REDACTED]

Residence Type: Residence/Home

Cell Phone: [REDACTED]

Description:

CASE #: 25000946

INCIDENT REPORT

CHAPTER 8

MESSAGE THERAPY

SECTION:

4-8-1 Massage Therapy Regulations

4-8-1: MESSAGE THERAPY REGULATIONS:

A. Purpose: The purpose of this chapter is to prohibit the operation of massage businesses and the offering of massage services to the public except by those licensed as therapeutic massage businesses and massage therapists pursuant to this section. The licensing regulations prescribed herein are necessary in order to protect businesses that are operating legitimate businesses, to prevent criminal activity and to protect the health and welfare of the community. The purpose of this section is not to impose restrictions or limitations on the freedom of protected speech or expression.

B. Findings Of The City Council: The city council makes the following findings regarding the need to license therapeutic massage businesses and massage therapists and to prohibit all other types of massage businesses and services to the public:

1. Persons who have bona fide and standardized training in therapeutic massage, health, and hygiene can provide a legitimate and necessary service to the general public.
2. Health and sanitation regulations governing therapeutic massage businesses and therapists can minimize the risk of the spread of communicable diseases and can promote overall health and sanitation.
3. Establishing license qualifications for therapeutic massage businesses and therapists can minimize the risk that such businesses and persons will facilitate prostitution and other criminal activity in the community.
4. Massage businesses which employ persons with no specialized and standardized training can tax law enforcement services because such businesses are more likely to be operated as fronts for prostitution and other criminal activity than operations established by persons with standardized training.
5. The training of professional massage therapists at accredited institutions is an important means of ensuring the fullest measure of protecting the public health, safety, and welfare.

C. Definitions: The following words and terms when used in this section shall have the following meanings unless the context clearly indicates otherwise:

ACCREDITED INSTITUTION: An educational institution holding accredited status with the United States department of education or Minnesota office of higher education.

ACCREDITED PROGRAM: A professional massage program accredited by the Commission On Massage Therapy Accreditation (COMTA).

CLEAN: The absence of dirt, grease, rubbish, garbage, and other offensive, unsightly, or extraneous matter.

GOOD REPAIR: Free of corrosion, breaks, cracks, chips, pitting, excessive wear and tear, leaks, obstructions, and similar defects so as to constitute a good and sound condition.

ISSUING AUTHORITY: The city council.

MASSAGE: Any method of pressure on, or friction against, or the rubbing, stroking, kneading, tapping, pounding, vibrating, stimulating, or rolling of the external parts of the human body with the hands or with the aid of any mechanical or electrical apparatus, or other appliances or devices, with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment, or other similar preparations.

MASSAGE THERAPIST: An individual who practices or administers massage to the public who can demonstrate to the issuing authority that he or she:

1. Has current insurance coverage of one million dollars (\$1,000,000.00) for professional liability in the practice of massage;
2. Is affiliated with, employed by, or owns a therapeutic massage business licensed by the city; and
3. Provides proof that the applicant has met the academic requirements of the issuing authority by providing both of the following:
 - a. A certified copy of a transcript of academic record from an accredited program or accredited institution that has been approved by the issuing authority; and
 - b. A copy of the diploma or certificate of graduation from an accredited program or accredited institution that has been approved by the issuing authority. The accredited program or accredited institution must confirm that the applicant has successfully completed at least five hundred (500) hours of certified therapeutic massage training with content that includes the subjects of anatomy, physiology, hygiene, ethics, massage theory and research, and massage practice from the same accredited program or accredited institution.

4. In lieu of the academic requirement in subsection 3 of this definition, the applicant may provide proof of passage of the national certification exam offered by the National Certification Board For Therapeutic Massage And Bodywork and a minimum of seven (7) years of full time work experience as a massage therapist within the United States. The applicant is still required to provide proof of subsections 1 and 2 of this definition.

OPERATE: To own, manage, or conduct, or to have control, charge, or custody over.

PERSON: Any individual, firm, entity, association, partnership, corporation, joint venture, or combination of individuals.

THERAPEUTIC MASSAGE BUSINESS: An entity which operates a business which hires only massage therapists licensed by the city to provide therapeutic massage to the public. The owner/operator of a therapeutic massage business need not be licensed as a therapeutic massage therapist if he or she does not at any time practice or administer massage to the public. A therapeutic massage business may employ other individuals such as cosmetologists and estheticians, and these individuals are not required to have a massage therapist license as long as they are not providing therapeutic massage to the public.

WITHIN THE CITY: Includes physical presence as well as telephone referrals such as phone-a-massage operations in which the business premises, although not physically located within the city, serves as a point of assignment of employees who respond to requests for the provision of massage services to various locations within the city.

D. License Required:

1. **Therapeutic Massage Business License:** It shall be unlawful for any person or entity to own, operate, engage in, or carry on, within the city, any type of massage services to the public for compensation without first having obtained a therapeutic massage business license from the city pursuant to this section.

2. **Massage Therapist License:** It shall be unlawful for any individual to practice, administer, or provide massage services to the public for compensation within the city without first having obtained a personal massage therapist license from the city pursuant to this section.

3. **License Transfers.** No license may be transferred to another person or entity. Where the ownership of an entity holding a massage business license changes following the issuance of a massage business license, the new owners of the entity must apply for a new massage business license for the business.

4. **License Term:** Licenses shall be issued for a period of one year beginning on May 1st, except that if a portion of the year has elapsed when application for a license is made, a license may be issued for the remainder of the year for a pro rata fee. In computing such fee, any unexpired fraction of a month shall be counted as one month. All licenses shall expire on April 30th of each year.

E. Exceptions: A therapeutic massage business or massage therapist license is not required for the following persons and places:

1. Persons duly licensed by this state to practice medicine, surgery, osteopathy, chiropractic, physical therapy, or podiatry, provided the massage is administered by the individual in the regular course of the medical business and not provided as part of a separate and distinct massage business.

2. Persons duly licensed by this state as beauty culturists or barbers, provided such persons do not hold themselves out as giving massage treatments and provided the massage by beauty culturists is limited to the head, hand, neck, and feet and the massage by barbers is limited to the head and neck.

3. Persons hired or employed by a person duly licensed by this state pursuant to Minnesota statutes chapters 147, 148, or a dental professional licensed under chapter 150A. Such persons shall only be authorized to provide massage services on the business premises of the employer.

4. Places duly licensed or operating as a hospital, nursing home, hospice, sanatorium, or group home established for the hospitalization or care of human beings.

5. Students of an accredited institution who are performing massage services in the course of a clinical component of an accredited program of study, provided that the students are performing the massage services at the location of the accredited institution and provided the students are identified to the public as students of massage therapy. Students of an accredited institution may perform massage services at clinics or other facilities located outside of the accredited institution provided that they have at least one hundred fifty (150) hours of certified therapeutic massage training at the accredited institution prior to performing the therapy outside of the institution, have proof of liability insurance, and are identified to the public as a student of massage therapy.

6. Persons or organizations providing temporary massage services such as "chair massages" provided the following requirements are met:

a. The massage is provided in a place of business where the massage can easily be seen by any employee or visitor on the premises;

b. The location does not hold a license to sell alcoholic beverages;

c. Massages are offered at the location no more than ten (10) days per calendar year;

d. Each recipient of a massage remains in an upright position, either sitting or standing; and

e. Each recipient of a massage remains in the normal daytime attire worn when entering the business and does not remove any clothing except outerwear such as a coat or jacket.

F. License Application: All applicants shall complete and submit the requisite license application form provided by the city and provide all information required therein, as well as comply with providing the following information:

1. Therapeutic Massage Business License Application: An application for a therapeutic massage business license shall be made on a form supplied by the city clerk and shall request the following information:

a. All Applicants: For all applicants:

(1) The legal description of the premises to be licensed together with a plan of the area showing dimensions, location of buildings, street access, and parking facilities.

(2) The floor number, street number, suite number(s) and rooms where the massage services are to be conducted.

(3) Whenever the application is for premises either planned or under construction or undergoing substantial alteration, the application shall be accompanied by a set of preliminary plans showing the design of the proposed premises to be licensed. If the plans for design are on file with the city's building and inspection department, no plans need be submitted to the issuing authority.

(4) All applications for licenses, whether business or individual applications, shall be signed and notarized. If the application is that of a natural person, it shall be signed and notarized by such person; if by a corporation, by an officer thereof; if by an incorporated association, by the manager or officer thereof; if by a limited liability company (LLC), by a member thereof. Any falsification of information on the license application shall result in the denial, suspension or revocation of the license.

(5) Whether the applicant has had an interest, as an individual or as part of a corporation, partnership, association, enterprise, business firm, or any other entity, in a massage therapist or massage business license that was denied, recommended for denial, revoked, suspended, or not renewed by the issuing authority within the last ten (10) years from the date the license application is submitted to the City.

(6) Such other information as city staff or the city council shall require.

(7) Proof of residency of the managing partner or manager of the massage business within one hundred fifty (150) miles from the location of the business premises.

b. Individuals: For applicants who are individuals:

(1) Proof of whether the applicant is a citizen of the United States or a resident alien or has the legal authority to work in the United States.

(2) Whether the applicant is currently licensed in other communities to perform massage therapy, and if so, where.

(3) Names and addresses and contact information including phone numbers and e-mail addresses of the applicant's employers for the preceding five (5) years and dates for such employment.

(4) Whether the applicant has ever been convicted of any felony, crime, or violation of any ordinance other than a minor traffic offense. If so, the applicant shall furnish information as to the time, place and offense for each conviction.

(5) Whether the applicant has ever been engaged in the operation of a massage business. If so, applicant shall furnish information as to the name, place and length of time of the involvement in such an establishment.

c. Partnerships: For applicants that are partnerships: the names and addresses of all general and limited partners and all information concerning each general partner as is required in subsection F1b of this section. The managing partners shall be designated and the interest of each general and limited partner in the business shall be disclosed. A true copy of the partnership agreement shall be submitted with the application, and if the partnership is required to file a certificate as to a trade name under Minnesota statutes section 333.02, a certified copy of such certificate shall be submitted. The license shall be issued in the name of the partnership.

d. Corporations And Other Organizations Or Entities: For applicants that are corporations or other types of organizations:

(1) The name of the organization, and if incorporated, the state of incorporation.

(2) A true copy of the certificate of incorporation, and, if a foreign corporation, a certificate of authority as described in Minnesota statutes section 303.02.

(3) The name of the general manager, corporate officers, proprietor, and other person in charge of the premises to be licensed, and all the information about said persons as is required in subsection F1b of this section.

(4) A list of all persons who own or control an interest in the corporation or organization or who are officers of said corporation or organization, together with their addresses and all the information regarding such persons as is required in subsection F1b of this section.

2. Massage Therapist License Application: An application for a massage therapist license shall be made on a form supplied by the city clerk and shall request the following information:

- a. The applicant's home telephone and cellphone number.
 - b. The applicant's physical description, including weight, height, color of eyes, and color of hair. The applicant shall provide a color photocopy of the applicant's driver's license or state issued ID front and back, or any other government issued ID.
 - c. Whether the applicant has ever been convicted of any felony, crime, or violation of any ordinance other than a minor traffic offense and, if so, the time, place, and offense for each conviction.
 - d. Whether the applicant has had an interest in, as an individual or as part of a corporation, partnership, association, enterprise, entity, business or firm, a massage license that was revoked or suspended within the last five (5) years of the date the license application is submitted to the issuing authority.
 - e. Three (3) names, residential and business addresses, and current contact information, including a phone number, for three (3) residents within the metropolitan area, of good moral character, not related to the applicant or financially interested in the premises of the business, who may be referred to attest to the applicant's character.
 - f. Proof of whether the applicant is a U.S. citizen or resident alien or has the legal authority to work in the United States.
 - g. Proof that the applicant has met the definition of a massage therapist in this chapter.
 - h. Whether the applicant is currently licensed in other communities to perform massage therapy, and if so, where.
 - i. Whether the applicant has ever been engaged in the operation of massage services, and if so, information as to the name, place, dates and length of time of the involvement in such an establishment.
 - j. Such other information as the city council shall require.
 - k. Proof of residency within one hundred fifty (150) miles from the business premises where the massage therapist will be providing therapeutic massage services.
- G. License Fee: The fees for therapeutic massage business and massage therapist licenses shall be as set forth by city council resolution. An investigation fee shall be charged for therapeutic massage business licenses and individual massage therapist license. Each application for a license shall be accompanied by payment in full of the required license and investigation fees. An application shall be deemed incomplete unless it is accompanied with the required fees, all documentation required by this chapter, and is completed in its entirety.
- H. License Application Investigation: An investigation is required prior to the issuance of any license. No investigation fee in part or whole shall be refunded. Out of state investigations shall require the applicant to pay actual out of pocket expenses. A deposit for an out of state investigation shall be required in advance, pursuant to city council resolution and the applicant shall be refunded any unused deposit upon completion of the investigation. The city council may order and conduct such additional investigation as it deems necessary. Upon completion of the investigation by the police department, the council shall approve or deny the license.
- I. Inspections: In light of the high risk of involvement with illegal conduct an establishment providing massage therapy poses to the general public, city staff and/or the police department shall have the right to enter, inspect, and search the licensed premises during the hours in which the licensed premises is open for business to ensure compliance with all provisions of this chapter. At any time when the licensed premises is open for business, if any exterior doors are locked, the license holder shall unlock such door upon request of city staff/the police department to enter the licensed premises in order to ensure compliance with the provisions of this chapter. Any search of the licensed premises is subject to reasonableness standards as recognized by the courts; search warrants will be secured when applicable. Any entry into a private residence will require consent, exigent circumstances, or a search warrant.
- J. Denial, Suspension Or Revocation: In addition to the grounds found elsewhere in this code, the following reasons may be grounds for the denial, suspension, or revocation of an individual license or business license:
1. The applicant has been convicted of criminal prostitution, similar sex offenses, or other crimes directly related to the offering of massage therapy services or the running of a therapeutic massage business.
 2. The applicant is a partnership, corporation, or other entity which has in its employ or is owned by any persons convicted of criminal prostitution, similar sex offenses, or other crimes directly related to the offering of massage therapy services or the running of a therapeutic massage business.
 3. The owner, manager, lessee or any of the employees are found to be in control or possession of any alcoholic beverages, narcotic drugs or controlled substances, as defined by state statutes, on the premises.
 4. If the holder of a business license fails to maintain with the issuing authority a current list of all employees of such licensed premises. The list shall include all massage therapists licensed under this chapter.
 5. A material variance in the actual plan and design of the premises from the plans submitted.
 6. There is any fraud, deception, or misstatement on the license application.
 7. The owner, manager, lessee, or their employees or any massage therapist, are convicted of any ordinance violation or crime occurring on the licensed premises.

8. The licensed premises are not located in an approved zoning district or otherwise do not meet the health and safety standards found within this code for the licensed premises.

9. The applicant is delinquent upon its payment to the city of taxes, fines, or penalties assessed or imposed against the applicant.

10. The licensed activity is conducted in such a manner as to constitute a breach of the peace, a menace to the health, safety, or welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the police chief or an appropriate city official.

11. The licensee fails to continuously comply with all conditions required as precedent to approval of the license.

12. Based on the findings of a background investigation, granting a license would be a menace to the safety, health, morals, or welfare of the public.

13. The applicant or licensee is not of good moral character.

14. The applicant has had an interest in, as an individual or as part of a partnership, corporation, or other entity, a massage business or individual massage therapist license that was denied, revoked, suspended, recommended for denial, or not renewed by the issuing authority within ten (10) years from the date the license application was submitted to the City.

15. An applicant for or holder of a massage therapist license does not reside within one hundred and fifty (150) miles from the business premises where the massage therapist will be providing or provides therapeutic massage services.

16. An applicant for or holder of a therapeutic massage business license does not have a managing partner or manager of the massage business who resides within one hundred and fifty (150) miles from the location of the business premises.

17. An applicant for or holder of a therapeutic massage business license or their employees or agents refuse to allow an inspection of the massage business premises as authorized by this chapter.

K. License Restrictions:

1. Posting Of License:

a. Business License: A therapeutic massage business license issued must be posted in a conspicuous place on the premises for which it is used.

b. Personal Massage Therapist License: A person licensed as a massage therapist shall post the massage therapist license, along with a color photo, in a conspicuous place on the premises at which the therapist is associated. A massage therapist shall have readily available at all times that therapeutic massage services are rendered a government issued photo identification card.

2. Licensed Premises:

a. Business License: A therapeutic massage business license is only effective for the compact and contiguous space specified in the approved license application. If, following issuance of the license, the licensed premises is enlarged, altered, or extended, the licensee shall inform the city clerk of the same within ten (10) business days of the enlargement, alteration, or extension. The licensee shall meet with designated city staff who shall confirm that the enlarged, altered, or expanded space is in full compliance with all city regulations, including the building code. If the enlarged, altered, or expanded space is in full compliance with all city regulations, the business license shall be amended to encompass the larger space.

b. Massage Therapist License: A massage therapist license shall entitle the licensed therapist to perform on site massage at a business, public gathering, private home, or other site not on the therapeutic massage business premises. It shall be the continuing duty of each licensee to notify the city clerk, within ten (10) business days, of any change in the information or facts required to be furnished on the application for license and failure to comply with this section shall constitute cause for revocation or suspension of such license.

c. Affiliation With Business Required: A massage therapist shall be employed by, affiliated with, or own a massage business licensed by the city, unless a person or place is specifically exempted from obtaining a therapeutic massage business license pursuant to this section.

d. Employment Of Unlicensed Massage Therapists Prohibited: No therapeutic massage business shall employ or use any person to perform massage who is not licensed as a massage therapist under this section, unless the person is specifically exempted from obtaining a therapist license pursuant to this section.

e. Coverage Of Genitals During Massage: The licensee shall require that the person who is receiving the massage shall at all times have his or her genitals covered with nontransparent material or clothing.

f. Therapist Dress Requirements: Any therapist performing massage shall at all times be dressed professionally.

g. Massage Of Certain Body Parts Prohibited: At no time shall the massage therapist intentionally massage or offer to massage the penis, scrotum, mons veneris, vulva, breasts, or vaginal area of a person.

h. Restrictions Regarding Hours Of Operation: No therapeutic massage business shall be open for business, nor will any therapeutic massage therapist offer massage services, before eight o'clock (8:00) A.M. or after ten o'clock (10:00) P.M.

any day of the week. No customers or patrons shall be allowed to remain upon the licensed premises after ten thirty o'clock (10:30) P.M. and before eight o'clock (8:00) A.M. daily. Support activities such as cleaning, maintenance and bookkeeping are allowed outside of business hours.

i. **Illegal Activities:** In addition to the license restrictions set forth in this chapter, any advertising by a licensee of any potential unlawful or erotic conduct at the licensed establishment or by a licensed massage therapist shall be prohibited. A licensee under this chapter shall be strictly responsible for the conduct of the business being operated in compliance with all applicable laws and ordinances, including the actions of any employee or agent of the licensee on the licensed premises.

j. **Restrictions Involving Minors:** No person under the age of eighteen (18) shall be permitted to obtain massage services at a massage business unless accompanied by his/her parent or guardian.

k. **Restrictions on Habitation.** The premises of a licensed massage business, other than a massage business legally conducted as a home occupation, shall not contain sleeping quarters or living spaces of any kind intended for habitation. In all massage businesses, including massage businesses legally conducted as a home occupation. no beds, cots, futons or mattresses shall be located in any area where massage services are provided.

l. **Restrictions on Window Covering.** The exterior windows of a premises where a massage business is located must not be one hundred percent (100%) opaque during hours that the licensed premises is open for business, except for windows in massage rooms and restrooms.

m. **Equipment.** All therapeutic massage services shall be provided on a raised massage therapy table or chair or on a mat similar to those used in yoga.

n. **Posting of Rates and Licenses.** Massage businesses shall post rates for all massage services offered at the business as well as the massage business license in a prominent location on the business premises.

o. **Compliance with Building and Fire Codes.** Massage business premises shall comply with all applicable fire and building code requirements.

L. Restrictions Regarding Sanitation, Health And Safety:

1. **Toilet Room Requirements:** A licensed therapeutic massage business shall be equipped with adequate and conveniently located toilet rooms for the accommodation of its employees and patrons. The toilet room shall be well ventilated by natural or mechanical methods and be enclosed with a door. The toilet room shall be kept clean and in good repair and shall be adequately lighted.

2. **Paper/Linen Requirements:** A licensed therapeutic massage business shall provide single service disposal paper or clean linens to cover the table, chair, furniture, or area on which the patron receives the massage; or in the alternative, if the table, chair, or furniture on which the patron receives the massage is made of material impervious to moisture, such table, chair, or furniture shall be properly sanitized after each massage.

3. **Washing Of Hands Required:** The licensed business premises shall contain an on site sink. The massage therapist shall wash his or her hands and arms with water and soap, antibacterial scrubs, alcohol, or other disinfectants prior to and following each massage service performed.

4. **Door Latches And Locks:** The front door of any massage business and the doors to individual rooms where massage services are provided shall remain unlocked during all hours of operation, except that interior and exterior doors may remain locked when the business is open if the only persons at the business are a single massage therapist providing massage services and customers receiving massages, and the door is able to be opened without a key from the inside by way of a crash bar or other opening mechanism that allows anyone to open the door without a key from the inside of the room where the door is located. (Ord. 1293, 5-26-2015; amd. Ord. 1378, 2-10-2020; Ord. 1409, 4-26-2021)

RESOLUTION NO. 25-

INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION DENYING THE RENEWAL APPLICATION FOR A THERAPEUTIC MASSAGE BUSINESS LICENSE FOR OYESPA LLC

WHEREAS, the City of Inver Grove Heights issues Therapeutic Massage Business Licenses; and

WHEREAS, Oyespa LLC (Oyespa) currently holds a Therapeutic Massage Business License issued by the City for the premises located at 7741 Amana Trail, Inver Grove Heights, which is set to expire on April 30, 2025; and

WHEREAS, Oyespa has applied to renew their existing Massage Business license, and the City Council, as the issuing authority for said license, has held a hearing regarding the license application.

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

BACKGROUND

- 1.1 Oyespa LLC (the “License Holder” or “Oyespa”) holds a Therapeutic Massage Business License (the “License” or “Massage Business License”) for the premises located at 7741 Amana Trail, Inver Grove Heights, MN (the “Licensed Premises”).
- 1.2 The Inver Grove Heights Police Department, in the course of completing its investigation related to a massage therapist license application submitted by Sean Murphy, found that Oyespa was advertising Mr. Murphy as a massage therapist providing therapeutic massage services to the public at the Licensed Premises on March 28, 2025.
- 1.3 Mr. Murphy did not have a massage therapist license issued by the City on March 28, 2025 or April 3, 2025; Mr. Murphy still does not have a massage therapist license issued by the City.
- 1.4 Officer DeRosier contacted Oyespa and scheduled a massage with Mr. Murphy, and on April 3, 2025, Officer DeRosier obtained a massage provided by Mr. Murphy at the Licensed Premises.
- 1.5 The City sent written notice to the License Holder that it had allowed an unlicensed massage therapist to provide massage services to Officer DeRosier and further advised that the City Council would be considering the License Holder’s application for a renewal Massage Business License at its April 28, 2025 Council meeting. The License Holder was advised that the police chief was recommending denial of the application, and that the

license holder could attend the meeting and present any information to the Council before the Council would take action on the license application.

- 1.6 A hearing regarding Oyespa's Massage Business license application was held on Monday, April 28, 2025, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.
- 1.7 At the hearing, all persons who appeared and desired to be heard were heard.
- 1.8 At the hearing, the applicant was provided with an opportunity to be heard, to be represented by legal counsel, and to provide information regarding its renewal license application.
- 1.9 At the hearing, the Council accepted the exhibits (documents) found in the Council packet, the testimony provided at the hearing, and additional materials provided as part of the hearing, which are made a part of the record and incorporated herein and serve as the basis for the Council's decision in this matter.

FINDINGS OF FACT

- 2.1 The City Council is charged with protecting the public health, safety, and welfare of its residents, including from illegal activities of businesses and activities licensed in the City, and is authorized to exercise its sound discretion when presented with evidence of such violations.
- 2.2 Based upon the evidence and testimony presented at the hearing, including all of the materials related to the Therapeutic Massage Business License application included in the Council Packet for the April 28, 2025, City Council meeting and the information presented at the April 28, 2025 Council Meeting, the City Council finds that the License Holder of the Therapeutic Massage Business License for the Licensed Premises located at 7741 Amana Trail, Inver Grove Heights, MN failed to comply with the requirements of its existing Massage Business license as follows:
 - 2.1.2 On April 3, 2025, Oyespa had an unlicensed massage therapist provide a massage for compensation at the Licensed Premises, in violation City Code Section 4-8-1-K-2-d.
- 2.3 The actions listed above constitute violations of Inver Grove Heights City Code Sections 4-8-K(2)(D) and 3-2-10(5) and (6).
- 2.4 The Council hereby finds that the above violation of Oyespa's existing Massage Business License is grounds for the denial of Oyespa LLC's application for a massage business license.

ACTION

- 3.1 The Council hereby takes the following action regarding the application by Oyespa LLC for a Therapeutic Massage Business License:
- 3.1.1 The Therapeutic Massage Business License application is hereby **DENIED**.
- 3.1.2 The City Clerk or Deputy City Clerk are hereby authorized and directed to provide Oyespa LLC with a copy of this resolution to serve as notice of the license revocation.
- 3.1.3 Pursuant to City Code, the City Council is afforded the final decision related to City-issued massage business licenses and, accordingly, the decision rendered herein is not subject to further appeals within the City. Oyespa LLC has the right to appeal this decision to a court of competent jurisdiction.

Adopted by the City Council of the City of Inver Grove Heights on this 28th day of April, 2025.

Ayes: Nays:

Attest:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

RENEWAL BACKGROUND FOR LICENSE:

Massage Business – OyeSpa – Hitesh Soneji and Iranna Sannuli

FOR CITY USE ONLY			
Tentative Due Date: 4/18/2025	Date received and license fee paid: 3/14/2025	Deposit Required: ____ Yes Amount collected: _\$275 _ ____ No	
Renewal Application: ☒	Copy of previous issued license: ☒	Copy of DL or State ID: ☒	
General Authorization – Release & Criminal History Consent Form: ☒		Certificate of Insurance: ☒	
Financial Release & Financials: ☒	Tax Clearance Letter: ☒	Certificate of MN Workers Comp: ☒	
Tennessen Warning: ☒	Tax Identification Form: ☒	Other: ☐	
FOR POLICE DEPARTMENT USE ONLY			
Case File #:	Backgrounder:	Date assigned:	Date completed:
RENEWAL BACKGROUND CHECKS			
Verify Application is complete ☐	CCH ("E" code - Manager) ☐	Verify Business Address: ☐	
Verify Name from previous year: ☐	RMS: (check previous year contact) ☐	Other: ☐	
SUMMARY			
Approval Recommended			☐
The renewal background is complete and <i>there is no information</i> in the background of the applicant <i>which excludes</i> them from obtaining a license (see attach documents for further information).			
Denial Recommended			☐
The renewal background is complete and <i>there is information</i> in the background of the applicant <i>which excludes</i> them from obtaining a license (see attached documents for further information).			
FINAL REVIEW			
I respectfully submit the renewal background findings to the City Council for use in determining whether the applicant should be granted a renewed license.			
Signature: _____ Chief of Police Date: _____, 20__			

**2025 RENEWAL****APPLICATION FOR
INDIVIDUAL MASSAGE THERAPIST LICENSE OR
THERAPEUTIC MASSAGE BUSINESS LICENSE**City of Inver Grove Heights8150 Barbara Ave, Inver Grove Heights, MN 55077 • (651) 450-2500 • Fax (651) 450-2502 • www.ighmn.gov

All persons performing massage in the City of Inver Grove Heights must be licensed. If you have previously been granted a massage therapy license or massage therapy business license in the City of Inver Grove Heights, complete this form. If you have not yet applied for and been granted a massage therapy license or a massage therapy business license, you must fill out a new application form that is found on the City's website. For more information, search for the Massage Therapy ordinance at https://www.sterlingcodifiers.com/codebook/index.php?book_id=542.

IMPORTANT: The renewal process may take up to 60 days to complete.

Choose Which License:	☐ Massage Therapist License - Individual RENEWAL ONLY	☒ Therapeutic Massage Business License RENEWAL ONLY
Fees:	\$ 50/Background Check Fee + \$ 55/Individual License Fee= \$105 TOTAL	\$ 50/Background Fee + \$200/License Fee = \$250 TOTAL *Therapists pay the Individual License fees.
Complete Parts:	Part 1, Part 2, Part 4, Part 5	Part 1, Part 3, Part 4, Part 5, Part 6

Submit this completed form with a color copy of driver's license or government issued photo ID attached.

Part 1 ALL APPLICANTS COMPLETE PART 1						
PERSONAL INFORMATION						
First Name HITESH	Middle Name K	Last Name SONEJI	Place of Birth (City, State): [REDACTED]	Date of Birth: [REDACTED]		
Height: [REDACTED]	[REDACTED]	[REDACTED]	Eve Color: [REDACTED]	Hair color: [REDACTED]		
Residential Street Address: [REDACTED]			City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]	
Phone Number: [REDACTED]			If non-U.S. citizen, list home country and attach proof of eligibility to work in U.S.: [REDACTED]			
Email Address: [REDACTED]						
Social Security Number (SSN): [REDACTED]			Individual Tax Identification Number (ITIN) if applicable: [REDACTED]			
List your first, middle, and/or last names you have ever used or been known by - (please copy form as needed)						
First:		Middle:		Last:		
First:		Middle:		Last:		
First:		Middle:		Last:		
List your Residences for the past Five (5) Years - (please copy form as needed)						
Street Address			City	State	Zip	From (MM/YY) To (MM/YY)
[REDACTED]			[REDACTED]	[REDACTED]	[REDACTED]	
List Name and Address of Employer and Occupation for the past Five (5) Years - (please copy form as needed)						
Employer & Occupation	Phone Number	Street Address	City/State	Zip	From (MM/YY)	To (MM/YY)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	

RENEWAL APPLICATION FOR THERAPEUTIC MASSAGE LICENSE**PART 1 CONTINUED**
ALL APPLICANTS COMPLETE PART 1**Criminal History, Arrest Records, Warrant Information, and Other Relevant Records - (please copy form as needed)**

Have you ever been convicted of any felony crimes or ordinance violations, other than traffic offenses?

☐ Yes ☒ No

If yes, list - Attach additional sheets if necessary

Offense	Fine/Penalty	Location (City/State)	Date of Occurrence:

Have you been convicted of violation of any federal, state, or local law relating to the operation of any business requiring a license?

☐ Yes ☒ No

If yes, list - Attach additional sheets if necessary

Offense	Fine/Penalty	Location (City/State)	Date of Occurrence:

REFERENCES

List three (3) references of good moral character who are not related to you and do not have a financial interest in the premises of the business who can attest to your character. These individuals must live within the Twin Cities Metropolitan area

Name (First/Last)	Phone Number	Street Address	State	Zip

CERTIFICATE OF PROFESSIONAL LIABILITYAre you currently insured for professional liability to practice massage? ☒ YES ☐ NO

If yes, list insured information- Attached Certificate of Profession Liability with \$1,000,000.00 insurance coverage

Insurer	Phone Number	Street Address	State	Zip
TRAVELERS INSURANCE	(800) 842-5075	385 WASHINGTON ST	ST PAUL	55102

ADDITIONAL INFORMATION

Additional information you want to include that was not required in Part 1:

RENEWAL APPLICATION FOR THERAPEUTIC MASSAGE LICENSE

PART 2 ONLY MESSAGE THERAPIST LICENSE APPLICANTS COMPLETE PART 2

THERAPEUTIC MASSAGE BUSINESS INFORMATION

Therapeutic Massage Business Name (DBA) where applying to be an Individual Therapist:

Street Address of Licensed Premises:

Business Contact (first and last name):

Zip Code:

Business Phone:

Contact's Phone Number:

THERAPEUTIC MASSAGE ACADEMIC INFORMATION

Attach diploma/certificate of graduation showing completion of a program of at least 500 hours of certified therapeutic massage training AND certified copy of transcript of academic record from accredited institution.

Name of School Attended:

Dates Attended:

Street Address:

Contact (first and last name):

Zip Code:

Business Phone:

Business Contact's Phone Number:

INDIVIDUAL MESSAGE THERAPIST LICENSE HISTORY

Are you currently licensed as a Massage Therapist in another city? ☐ Yes ☐ No If yes, list City's information - (please copy form as needed)

City	Street Address	State	Zip

Have you ever been denied or rejected for an individual Massage Therapist License? ☐ Yes ☐ No If yes, list - (please copy form as needed)

City	Street Address	State	Zip

Have you as an individual or as part of a corporation, partnership, association, enterprise, business or firm ever had a Massage Therapist License revoked or suspended within the last (5) years of this application? ☐ Yes ☐ No If yes, list - (please copy form as needed)

City	Street Address	State	Zip

Have you ever owned and/or operated a Therapeutic Massage Business? ☐ Yes ☐ No
If yes, list - (please copy form as needed)

Employer & Occupation	Phone Number	Street Address	City/State	Zip	From (MM/YY)	To (MM/YY)

RENEWAL APPLICATION FOR THERAPEUTIC MASSAGE LICENSE**PART 3 ONLY THERAPEUTIC MASSAGE BUSINESS
LICENSE APPLICANTS COMPLETE PART 3****TYPE OF THERAPEUTIC MASSAGE BUSINESS***Check one box.*

Individual/Sole Proprietorship	☐	Business/Firm	☐	Partnership	☐
Corporation	☐	Limited Liability Company	☒	Other Entities	☐

ADDITIONAL REQUIREMENTS FOR THE FOLLOWING THERAPEUTIC MASSAGE BUSINESS APPLICANTS

Partnerships	1. All partners must complete Part 1 of application in conjunction with one (1) partner completing entire application.	
	2. Managing Partners need to be designated: (please copy form as needed)	
	Managing Partner (First/Last)	Title
	HITESH SONEJI	PRESIDENT
	IRANNA SANNULI	VICE PRESIDENT
	3. Each Partner (General and Limited) shall have their interest disclosed: (please copy form as needed)	
	Partner who controls an Interest (First/Last)	Percent of Interest
	HITESH SONEJI	50%
	IRANNA SANNULI	50%
Corporations and other Organizations or Entities	4. Attach: 1. A true copy of the Partnership Agreement and a copy 2. A true copy of trade name under MN Statute §333.02 (Certified by the Clerk of District Court)	
	1. Corporation/Association/Other Organization Name	2. State of Incorporation (Must be authorized to do business in Minnesota)
	3. Attach: 1. A true copy of the certificate of incorporation and if a Foreign corporation a certificate of authority as described in MN Statute §303.02 2. Articles of Incorporation of Association Agreement 3. By-laws of the Corporation	
	4. All persons (General Manager, corporate officers, proprietor and other persons in charge) must complete Part 1 of application in conjunction with one (1) person completing entire application.	

NAME/ADDRESS OF THERAPEUTIC MASSAGE BUSINESS

Therapeutic Massage Business Name (DBA): OYESPA LLC		
Street Address of Premises: 7741 AMANA TRL		Business Contact (first and last name): HITESH SONEJI
Zip Code: 55077	Business Phone: 6513719100	Contact's Phone Number: [REDACTED]
Floor Number (if applicable):	Suite Number (if applicable):	Business Email Address & Website Address: [REDACTED]

MESSAGE THERAPIST BUSINESS LICENSE HISTORY

Is the corporation, partnership, association, enterprise, business or firm currently licensed as a Massage Therapist Business in another city? Yes ☐ No ☒ If yes, list City's information - (please copy form as needed)			
City	Street Address	State	Zip

RENEWAL APPLICATION FOR THERAPEUTIC MASSAGE LICENSE**PART 3 CONTINUED
ONLY THERAPEUTIC MASSAGE BUSINESS
LICENSE APPLICANTS COMPLETE PART 3**

Has the corporation, partnership, association, enterprise, business or firm ever been denied or rejected for a Therapeutic Massage Business License? ☐ Yes ☒ No

If yes, list - (please copy form as needed)

City	Street Address	State	Zip

Has the corporation, partnership, association, enterprise, business or firm ever had a Therapeutic Massage Business License revoked or suspended within the last (5) years of this application? ☐ Yes ☒ No

If yes, list - (please copy form as needed)

City	Street Address	State	Zip

BUSINESS PREMISES INFORMATION**Business premises is owned by**

Owner (First/Last Name)	Phone Number	Street Address	State	Zip
OYESPA LLC	9523933620	7741 AMANA TRL	IGH	55077

Is the business premises in the construction planning phase or currently under construction? ☐ Yes ☒ No (the premises is already constructed)

If business premises is preexisting will there be any building changes/modifications to your work space? ☐ Yes ☒ No

If yes, explain the scope of work;

Are the business premises design plans on file with the city's building and inspections department? ☐ Yes ☒ No

If No, Attach plan/sketch showing dimensions, location of buildings, street access, parking facilities configuration, interior dimension & total floor space.

Are there any real estate taxes, personal property taxes, special assessments, or other financial claims delinquent or unpaid for the premises to be licensed? If yes, give details:

PROFESSIONAL LIABILITY

Are you currently insured for professional liability to practice massage? ☒ Yes ☐ No

If yes, list insurer information - **Attach certificate of professional liability with \$1,000,000.00 limits**

Insurer	Phone Number	Street Address	State	Zip
TRAVELERS INSURANCE	(800) 842-5075	385 WASHINGTON ST	MN	55102

LIST OF THERAPISTS THAT WILL BE WORKING AT MASSAGE THERAPIST BUSINESS - (please copy form as needed)

Name (First/Last)	Contact number	Address
FRANCES MAYER		7741 AMANA TRL, IGH MN 55077
SEAN MURPHY		7741 AMANA TRL, IGH MN 55077

RENEWAL APPLICATION FOR THERAPEUTIC MASSAGE LICENSE

PART 4 ALL APPLICANTS COMPLETE PART 4

DATA PRIVACY ADVISORY

Review the Attached:

Message License/Permit - Data Privacy Advisory

Complete the Attached:

Message License/Permit Applicant General Authorization and Release and Criminal History Background Check Consent Form.

PART 5 ALL APPLICANTS COMPLETE PART 5

TENNESSEN WARNING AND AUTHORIZATION (VERIFICATION)

The data you furnish on this application will be used by the City of Inver Grove Heights to assess your qualifications for licensure. Disclosure of this information is voluntary. You are not legally required to provide this data; however, if you fail to do so, the City of Inver Grove Heights may be unable to process this application. Disclosure of your Social Security number, Minnesota Tax ID Number, or Individual Tax ID Number is required by Minnesota Statutes 270C.72 and your Social Security number may be requested by and released to the Department of Revenue. Upon submission of this application, all information except your Social Security Number will be public information pursuant to Minnesota Statutes, Chapter 13.

I have no intention or agreement to transfer the license to another person, or to allow any other person or entity to operate under the authority of the license.

I understand that by submitting this application as an individual and operating a massage business in the City of Inver Grove Heights, I hereby consent to allow the appropriate City personnel, or any authorized representative or agents, to inspect the licensed premises for the purpose of ensuring compliance with the law, at any time the business is occupied and/or open for business. I also understand that a denial of permission for such a lawful inspection of the premises is a violation of the license provisions.

I have received from the City of Inver Grove Heights a copy of the ordinance that regulates the activity for which I am applying for licensure and I agree to familiarize myself with the provisions of said ordinance.

I will strictly comply with all the laws of the State of Minnesota governing the rules and regulations of operating a massage business and all ordinances of the City of Inver Grove Heights. I hereby certify or declare under penalty of perjury under the laws of the State of Minnesota that I have read and understand every question in this application and that the answer to every question and in all supplemental documents submitted on behalf of this application are true and correct to the best of my knowledge, information and belief. I further understand that the giving of false information in this application, regardless of when it is discovered, and or the failure to give required pertinent information constitutes cause for the immediate revocation of any and all licenses and/or permits issued hereunder and may be grounds for prosecution for perjury. All information given is subject to verification by the State of Minnesota.

A NOTARIZED SIGNATURE IS REQUIRED IN ORDER TO PROCESS THIS APPLICATION

Signature

Hitesh Sonagi

Date

03/13/2025

3/14/2025

SUBSCRIBED AND SWORN TO BEFORE ME THIS

14th

day of

March

20

25

Signature of Notary Public

My Commission expires On:

1/31/2028

(Stamp)



KATHRYN JUNE MALOTT
NOTARY PUBLIC
MINNESOTA

My Commission Expires 1/31/2028

PART 6 ONLY THERAPEUTIC MASSAGE BUSINESS LICENSE APPLICANTS COMPLETE PART 6

VCI FINANCIAL RELEASE

Review the Attached:

Disclosure Regarding Background Investigation

Complete the Attached:

Verified Credentials, Authorization To Collect, Use And Release Financial Information

Office of the Minnesota Secretary of State Certificate of Organization

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

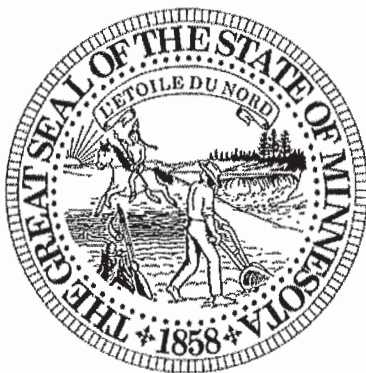
The business entity is now legally registered under the laws of Minnesota.

Name: Oyespa LLC

File Number: 1040646700023

Minnesota Statutes, Chapter: 322C

This certificate has been issued on: 10/24/2018



A handwritten signature in cursive script that reads "Steve Simon".

Steve Simon
Secretary of State
State of Minnesota

Minnesota Business Name

Oyespa LLC

Business Type

Limited Liability Company (Domestic)

MN Statute

322C

File Number

1040646700023

Home Jurisdiction

Minnesota

Filing Date

10/24/2018

Status

Active / In Good Standing

Renewal Due Date

12/31/2020

Registered Office Address

7741 Amana Trail
Inver Grove Heights, MN 55077
USA

Registered Agent(s)

(Optional) Currently No Agent

Mailing Address

P. O. Box 102
Farmington, MN 55024
United States

Manager

Hitesh K Soneji
19897 Embers Ave
Farmington, MN 55024
USA

Principal Executive Office Address

7741 Amana Trail
Inver Grove Heights, MN 55077
USA



Request for Council Action

SUBJECT: **Consideration of Massage Therapist License - Sean Murphy**

MEETING DATE: April 28, 2025

ITEM TYPE: Public Hearing

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to consider the application of Sean Murphy for a Massage Therapist license.

BACKGROUND

Sean Murphy applied for a massage therapist license. The application was sent to the Inver Grove Heights Police department for review and investigation. During the course of that investigation, Officer Jacob DeRosier found that Mr. Murphy was already listed as providing massage services at Oyespa, despite not yet having a valid massage therapist license. Officer DeRosier subsequently scheduled a massage with Mr. Murphy at Oyespa, and on April 4, 2025, Mr. Murphy provided a massage to Officer DeRosier at Oyespa, even though he did not have the required massage therapist license issued by the City.

Providing massage without a license is not allowed per City Code section 4-8-1(D)(2). Because Mr. Murphy was providing massage services in the City without first obtaining the required massage therapist license, the Police Chief has recommended that the Council deny his application for a massage therapist license.

FISCAL IMPACT

n/a

RECOMMENDATION

The Police Chief recommends denial of Mr. Murphy's application for a massage therapist license.

ATTACHMENTS

1. Resolution of Denial-Massage Therapist License
2. Massage Therapist Application
3. 2025-04-23 Denial Letter - Massage Therapist - Sean Murphy

RESOLUTION NO. 25-

INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION DENYING THE APPLICATION OF SEAN MURPHY FOR A MASSAGE THERAPIST LICENSE

WHEREAS, anyone wishing to provide massage services to the public for compensation within the City of Inver Grove Heights is required to obtain a massage therapist license issued by the City; and

WHEREAS, applicant Sean Murphy has applied for a Massage Therapist License from the City, and the Council has held a hearing regarding his application at which hearing Mr. Murphy and all others wishing to be heard were provided with the opportunity to be heard regarding the license application.

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

BACKGROUND

- 1.1 Sean Murphy ("Mr. Murphy" or "the Applicant") applied for a Massage Therapist License (the "License") to provide massage services at Oyespa, located at 7741 Amana Trail, Inver Grove Heights, MN (the "Licensed Premises").
- 1.2 The Inver Grove Heights Police Department conducted a review and investigation of the application, and while conducting that review, found that Mr. Murphy was listed on the Oyespa website as providing massage services, even though he did not have a massage therapist license.
- 1.3 On April 3, 2025, Officer Jacob DeRosier obtained a massage from Mr. Murphy at Oyespa, which is a violation of Inver Grove Heights City Code Sections 4-8-1-D-2 and 3-2-10.
- 1.4 Based on the above, it is the recommendation of the Police Chief that Mr. Murphy's massage therapist license application be denied.
- 1.5 Mr. Murphy was provided with notice of this recommendation of denial and that a hearing would be held regarding his massage therapist license application before the Council would take action on his application at its April 28, 2025 meeting.
- 1.6 A hearing regarding the alleged Massage Therapist License violations was held on Monday, April 28, 2025, in the City Council Chambers in Inver

Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.

- 1.7 At the hearing, all persons who appeared and desired to be heard were heard.
- 1.8 At the hearing, Mr. Murphy was provided with an opportunity to be heard, and to provide any information he chose to the Council prior to the council taking action on his license application.
- 1.9 At the hearing, the Council accepted the exhibits (documents) found in the Council packet, the testimony provided at the hearing, and additional materials provided as part of the hearing, which are made a part of the record and incorporated herein and serve as the basis for the Council's decision in this matter.

FINDINGS OF FACT AND DENIAL OF LICENSE APPLICATION

- 2.1 The City Council is charged with protecting the public health, safety, and welfare of its residents, including from illegal activities of businesses and activities licensed in the City, and is authorized to exercise its sound discretion when presented with evident of such violations.
- 2.2 Based upon the evidence and testimony presented at the hearing, including all of the materials related to the Massage Therapist License application included in the Council Packet for the April 28, 2025, City Council meeting and the information presented at the April 28, 2025 meeting, the City Council finds that Mr. Murphy provided massage services to the public for compensation at Oyespa on April 3, 2025.
- 2.3 The Council hereby takes the following action regarding Mr. Murphy's Massage Therapist License Application:
 - 2.3.1 The Massage Therapist License application is hereby **DENIED** based on the finding that Mr. Murphy was providing massage services within the City without first obtaining a license, in violation of City Code Sections 4-8-1-(D)(2) and 3-2-10.
 - 2.3.2 The City Clerk or Deputy City Clerk are hereby authorized and directed to provide Mr. Murphy with a copy of this resolution to serve as notice of the license denial.
 - 2.3.3 Pursuant to City Code, the City Council is afforded the final decision related to City-issued massage therapist licenses and, accordingly, the decision rendered herein is not subject to further appeals within the City. Mr. Murphy has the right to appeal this decision to a court of competent jurisdiction.

Adopted by the City Council of the City of Inver Grove Heights on this 28th day of April, 2025.

Ayes: Nays:

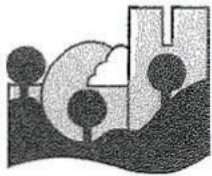
Attest:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

APPLICATION FOR LICENSE: New Massage Therapist License – OyeSpa – Sean Murphy

FOR CITY USE ONLY			
Tentative Due Date: 4/7/2025	Date received and license fee paid: 2/21/2025	Deposit Required: _X_ Yes Amount collected: \$250 _____ ____ No	
Financials: ☒	Other: ☐	Other: ☐	
FOR POLICE DEPARTMENT USE ONLY			
Case File #:	Investigator:	Date assigned:	Date completed:
BACKGROUND CHECKS			
RMS ☐	CCH ☐	QDP ☐	
CLEAR ☐	MyBCA ☐	Statewide Supervision ☐	
Social Media ☐	Current Employers ☐	Previous Employers ☐	
Current City of employment ☐	Past City of employment ☐	Business documents ☐	
Other: ☐	Other: ☐	Other: ☐	
Other: ☐	Other: ☐	Other: ☐	
INVESTIGATION SUMMARY			
Approval Recommended			
The investigation is complete and <i>there is nothing</i> in the background of the applicant <i>which excludes</i> them from obtaining a license (see incident report for further information).			☐
Denial Recommended			
The investigation is complete and <i>there is information</i> in the background of the applicant <i>which excludes</i> them from obtaining a license (see incident report for further information).			☐
CHIEF'S REVIEW			
I respectfully submit the investigation findings to the City Council for use in determining whether the applicant should be granted a new or renewed license.			
Signature: _____ Chief of Police		Date: _____, 201__	



City of Inver Grove Heights

APPLICATION FOR INDIVIDUAL MASSAGE THERAPIST LICENSE OR THERAPEUTIC MASSAGE BUSINESS LICENSE

8150 Barbara Ave, Inver Grove Heights, MN 55077 • (651) 450-2500 • Fax (651) 450-2502 • www.invergroveheights.org

All persons performing massage in the City of Inver Grove Heights must be licensed and meet the following requirements. Provide **proof of completion** of a program of at least 500 contact hours of combined massage therapy theory and practice training from: 1) a school accredited by the U.S. Department of Education, (<https://ope.ed.gov/dapip/#/home>) **OR** 2) a program accredited by the Commission On Massage Therapy Accreditation (COMTA - www.comta.org). For more information, see the Massage Therapy ordinance at https://www.sterlingcodifiers.com/codebook/index.php?book_id=542. **IMPORTANT: The licensing process may take up to 90 days to complete.**

Choose Which License:	☒ Massage Therapist License - Individual	☐ Therapeutic Massage Business License
Fees:	\$175/Background Fee + \$75/Individual License Fee = \$250 TOTAL	\$500/Background Fee (Includes one therapist) + \$200/License Fee = \$700 TOTAL *Additional therapists pay the Individual License fees.
Complete Parts:	Part 1, Part 2, Part 4, Part 5	Part 1, Part 3, Part 4, Part 5, Part 6

Submit this completed form with a color copy of driver's license or government issued photo ID attached.

Part 1 ALL APPLICANTS COMPLETE PART 1						
PERSONAL INFORMATION						
First Name <i>Sean</i>	Middle Name <i>Paul</i>	Last Name <i>Murphy</i>	Place of Birth (City, State): [REDACTED]			
Height: [REDACTED]	[REDACTED]		Eyes: [REDACTED]			
[REDACTED]			City: [REDACTED]			
Phone Number: [REDACTED]			[REDACTED] to work in U.S.:			
Email Address: [REDACTED]			Individual Tax Identification Number (ITIN) if applicable: [REDACTED]			
[REDACTED] and/or last names you have ever used or been known by - (please copy form as needed)						
First: <i>Sean</i>	Middle: <i>Paul</i>	Last: <i>Murphy</i>				
First:	Middle:	Last:				
First:	Middle:	Last:				
List your Residences for the past Five (5) Years - (please copy form as needed)						
Street Address	City	State	Zip	From (MM/YY)	To (MM/YY)	
[REDACTED]						
[REDACTED]						
[REDACTED]						
List Name and Address of Employer and Occupation for the past Five (5) Years - (please copy form as needed)						
Employer & Occupation	Phone Number	Street Address	City/State	Zip	From (MM/YY)	To (MM/YY)
[REDACTED]						

APPLICATION FOR THERAPEUTIC MASSAGE LICENSE

PART 1 CONTINUED
ALL APPLICANTS COMPLETE PART 1**Criminal History, Arrest Records, Warrant Information, and Other Relevant Records – (please copy form as needed)**

Have you ever been convicted of any felony crimes or ordinance violations, other than traffic offenses?

☐ Yes ☒ No

If yes, list – Attach additional sheets if necessary

Offense	Fine/Penalty	Location (City/State)	Date of Occurrence:

Have you been convicted of violation of any federal, state, or local law relating to the operation of any business requiring a license?

☐ Yes ☒ No

If yes, list – Attach additional sheets if necessary

Offense	Fine/Penalty	Location (City/State)	Date of Occurrence:

REFERENCES

List three (3) references of good moral character who are not related to you and do not have a financial interest in the premises of the business who can attest to your character. These individuals must live within the Twin Cities Metropolitan area

Name (First/Last)	Phone Number	Street Address	State	Zip

CERTIFICATE OF PROFESSIONAL LIABILITYAre you currently insured for professional liability to practice massage? ☒ YES ☐ NO

If yes, list insured information- Attached Certificate of Profession Liability with \$1,000,000.00 insurance coverage

Insurer	Phone Number	Street Address	State	Zip
A. M. T. A.	877-805-2700	San Antonio Street, Suite 200	IL	60201

ADDITIONAL INFORMATION

Additional information you want to include that was not required in Part 1:

APPLICATION FOR THERAPEUTIC MASSAGE LICENSE

**PART 2 ONLY MESSAGE THERAPIST LICENSE
APPLICANTS COMPLETE PART 2****THERAPEUTIC MASSAGE BUSINESS INFORMATION**

Therapeutic Massage Business Name (DBA) where applying to be an Individual Therapist:

Mespa

Street Address of Licensed Premises:

7741 Armana Trl

Business Contact (first and last name):

Hitesh Senei

Zip Code:

55077

Business Phone:

651-371-9100

Contact's Phone Number:

[REDACTED]

THERAPEUTIC MASSAGE ACADEMIC INFORMATION**Attach diploma/certificate of graduation showing completion of a program of at least 500 hours of certified therapeutic massage training
AND certified copy of transcript of academic record from accredited institution.**

Name of School Attended:

Florida School of Massage

Dates Attended:

7/10/2015 - 7/21/2016

Street Address:

6421 SW 13th St Gainesville FL

Contact (first and last name):

Vicki Sands

Zip Code:

32608

Business Phone:

352-378-7891

Business Contact's Phone Number:

352-378-7891

INDIVIDUAL MESSAGE THERAPIST LICENSE HISTORYAre you currently licensed as a Massage Therapist in another city? ____ Yes ☒ No

If yes, list City's information - (please copy form as needed)

City	Street Address	State	Zip

Have you ever been denied or rejected for an individual Massage Therapist License? ____ Yes ☒ No

If yes, list - (please copy form as needed)

City	Street Address	State	Zip

Have you as an individual or as part of a corporation, partnership, association, enterprise, business or firm ever had a Massage Therapist License revoked or suspended within the last (5) years of this application? ____ Yes ☒ No

If yes, list - (please copy form as needed)

City	Street Address	State	Zip

Have you ever owned and/or operated a Therapeutic Massage Business? ____ Yes ☒ No

If yes, list - (please copy form as needed)

Employer & Occupation	Phone Number	Street Address	City/State	Zip	From (MM/YY)	To (MM/YY)

APPLICATION FOR THERAPEUTIC MASSAGE LICENSE

**PART 3 ONLY THERAPEUTIC MASSAGE BUSINESS
LICENSE APPLICANTS COMPLETE PART 3****TYPE OF THERAPEUTIC MASSAGE BUSINESS**
Circle one

Individual/Sole Proprietorship	Business/Firm	Partnership
Corporation	Limited Liability Company	Other Entities

ADDITIONAL REQUIREMENTS FOR THE FOLLOWING THERAPEUTIC MASSAGE BUSINESS APPLICANTS

Partnerships	1. All partners must complete Part 1 of application in conjunction with one (1) partner completing entire application.	
	2. Managing Partners need to be designated: (please copy form as needed)	
	Managing Partner (First/Last)	Title
	3. Each Partner (General and Limited) shall have their interest disclosed: (please copy form as needed)	
	Partner who controls an interest (First/Last)	Percent of Interest
Corporations and other Organizations or Entities	1. Corporation/Association/Other Organization Name	2. State of Incorporation (Must be authorized to do business in Minnesota)
	3. Attach: 1. A true copy of the certificate of incorporation and if a Foreign corporation a certificate of authority as described in MN Statute §303.02 2. Articles of Incorporation of Association Agreement 3. By-laws of the Corporation	
	4. All persons (General Manager, corporate officers, proprietor and other persons in charge) must complete Part 1 of application in conjunction with one (1) person completing entire application.	

NAME/ADDRESS OF THERAPEUTIC MASSAGE BUSINESS

Therapeutic Massage Business Name (DBA):		
Street Address of Premises:		Business Contact (first and last name):
Zip Code:	Business Phone:	Contact's Phone Number:
Floor Number (if applicable):	Suite Number (if applicable):	Business Email Address & Website Address:

MESSAGE THERAPIST BUSINESS LICENSE HISTORY

Is the corporation, partnership, association, enterprise, business or firm currently licensed as a Massage Therapist Business in another city? ____ Yes ____ No			
If yes, list City's information – (please copy form as needed)			
City	Street Address	State	Zip

APPLICATION FOR THERAPEUTIC MASSAGE LICENSE

PART 3 CONTINUED ONLY THERAPEUTIC MASSAGE BUSINESS LICENSE APPLICANTS COMPLETE PART 3

Has the corporation, partnership, association, enterprise, business or firm ever been denied or rejected for a Therapeutic Massage Business License? ____Yes ____No

If yes, list -- (please copy form as needed)

City	Street Address	State	Zip

Has the corporation, partnership, association, enterprise, business or firm ever had a Therapeutic Massage Business License revoked or suspended within the last (5) years of this application? ____Yes ____No

If yes, list -- (please copy form as needed)

City	Street Address	State	Zip

BUSINESS PREMISES INFORMATION

Business premises is owned by

Owner (First/Last Name)	Phone Number	Street Address	State	Zip

Is the business premises in the construction planning phase or currently under construction? ____Yes
____No (the premises is already constructed)

If business premises is preexisting will there be any building changes/modifications to your work space? ____Yes ____No

If yes, explain the scope of work;

Are the business premises design plans on file with the city's building and inspections department? ____Yes ____No

If No, **Attach** plan/sketch showing dimensions, location of buildings, street access, parking facilities configuration, interior dimension & total floor space.

Are there any real estate taxes, personal property taxes, special assessments, or other financial claims delinquent or unpaid for the premises to be licensed? If yes, give details:

PROFESSIONAL LIABILITY

Are you currently insured for professional liability to practice massage? ____Yes ____No

If yes, list insurer information -- **Attach certificate of professional liability with \$1,000,000.00 limits**

Insurer	Phone Number	Street Address	State	Zip

LIST OF THERAPISTS THAT WILL BE WORKING AT MASSAGE THERAPIST BUSINESS -- (please copy form as needed)

Name (First/Last)	Contact number	Address

APPLICATION FOR THERAPEUTIC MASSAGE LICENSE

PART 4 ALL APPLICANTS COMPLETE PART 4

DATA PRIVACY ADVISORY

Complete the Attached:

Massage License/Permit Applicant General Authorization and Release and Criminal History Background Check Consent Form.

Review the Attached:

Massage License/Permit - Data Privacy Advisory

PART 5 ALL APPLICANTS COMPLETE PART 5

TENNESSEN WARNING AND AUTHORIZATION (VERIFICATION)

The data you furnish on this application will be used by the City of Inver Grove Heights to assess your qualifications for licensure. Disclosure of this information is voluntary. You are not legally required to provide this data; however, if you fail to do so, the City of Inver Grove Heights may be unable to process this application. Disclosure of your Social Security number, Minnesota Tax ID Number, or Individual Tax ID Number is required by Minnesota Statutes 270C.72 and your Social Security number may be requested by and released to the Department of Revenue. Upon submission of this application, all information except your Social Security Number will be public information pursuant to Minnesota Statutes, Chapter 13.

I have no intention or agreement to transfer the license to another person, or to allow any other person or entity to operate under the authority of the license.

I understand that by submitting this application as an individual and operating a massage business in the City of Inver Grove Heights, I hereby consent to allow the appropriate City personnel, or any authorized representative or agents, to inspect the licensed premises for the purpose of ensuring compliance with the law, at any time the business is occupied and/or open for business. I also understand that a denial of permission for such a lawful inspection of the premises is a violation of the license provisions.

I have received from the City of Inver Grove Heights a copy of the ordinance that regulates the activity for which I am applying for licensure and I agree to familiarize myself with the provisions of said ordinance.

I will strictly comply with all the laws of the State of Minnesota governing the rules and regulations of operating a massage business and all ordinances of the City of Inver Grove Heights. I hereby certify or declare under penalty of perjury under the laws of the State of Minnesota that I have read and understand every question in this application and that the answer to every question and in all supplemental documents submitted on behalf of this application are true and correct to the best of my knowledge, information and belief. I further understand that the giving of false information in this application, regardless of when it is discovered, and or the failure to give required pertinent information constitutes cause for the immediate revocation of any and all licenses and/or permits issued hereunder and may be grounds for prosecution for perjury. All information given is subject to verification by the State of Minnesota.

A NOTARIZED SIGNATURE IS REQUIRED IN ORDER TO PROCESS THIS APPLICATION

Signature

San Paul Murphy

Date

2/21/2025

SUBSCRIBED AND SWORN TO BEFORE ME THIS

21st

day of

February

20

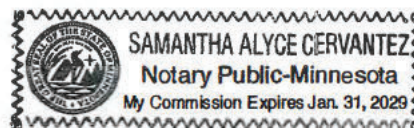
25

Samantha C
Signature of Notary Public

My Commission expires On:

Jan. 31, 2029

(Stamp)



PART 6 ONLY THERAPEUTIC MASSAGE BUSINESS LICENSE APPLICANTS COMPLETE PART 6

VCI FINANCIAL RELEASE

Complete the Attached:

Verified Credentials, Authorization To Collect, Use And Release Financial Information

Review the Attached:

Disclosure Regarding Background Investigation



8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2500

www.ighmn.gov

April 23, 2025

Sean Murphy
421 Van Buren Ave N
Hopkins, MN 55343

RE: Massage Therapist License application

Dear Mr. Murphy,

The City is in receipt of your application for a massage therapist license. It has been documented that you have been providing unlicensed massage services at OyeSpa 7741 Amana Trail in Inver Grove Heights prior to receiving license approval. The police report is included with this letter.

4-8-1: MASSAGE THERAPY REGULATIONS:

C.4. Definitions:

THERAPEUTIC MASSAGE BUSINESS: An entity which operates a business which hires only massage therapists licensed by the city to provide therapeutic massage to the public. The owner/operator of a therapeutic massage business need not be licensed as a therapeutic massage therapist if he or she does not at any time practice or administer massage to the public. A therapeutic massage business may employ other individuals such as cosmetologists and aestheticians, and these individuals are not required to have a massage therapist license as long as they are not providing therapeutic massage to the public.

D. License Required:

1. **Therapeutic Massage Business License:** It shall be unlawful for any person or entity to own, operate, engage in, or carry on, within the city, any type of massage services to the public for compensation without first having obtained a therapeutic massage business license from the city pursuant to this section.

2. **Massage Therapist License:** It shall be unlawful for any individual to practice, administer, or provide massage services to the public for compensation within the city without first having obtained a personal massage therapist license from the city pursuant to this section.

It has been documented by Police Department staff you are working as a massage therapist without having a massage therapist license.

Based on having a non-licensed massage therapist providing massage services to the public at OyeSpa, it is the recommendation of Police Chief Chiodo you're your Therapeutic Massage Therapist License application be denied.

The City Council is responsible for the approval or denial of all massage-related licenses. Consideration of your Massage Therapist License application is scheduled

for April 28, 2025. You may attend that meeting and present any information regarding your application to the Council.

Sincerely,

A handwritten signature in black ink that reads "Rebecca Kiernan". The signature is fluid and cursive, with the first name "Rebecca" and last name "Kiernan" clearly distinguishable.

Rebecca Kiernan
City Clerk

Enclosure: City Code Chapter 8 - Massage Therapy
Police Report



INCIDENT

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

Case Number: 25000946

Title: Unlicensed Massage Therapy

Case Disposition: Inactive

INCIDENT INFORMATION

Offenses/Citation:

Address:

7741 amana Trail
Inver Grove Heights, MN
55077; Minnesota US

Location Description:

Parties Involved:

Incident Type: Other
Start Date: 2025-03-28 10:09
End Date: 2025-04-03 17:29
Reported Date: 2025-04-03 17:29

Murphy, Sean Paul [REDACTED] Mentioned
Blair, Marie Noel [REDACTED] Mentioned

CASE INFORMATION

Surveillance Video:

No

NIBRS Reportable: No

OFFICER INFORMATION

Name	Agency	Badge	Role
Joseph DeRosier	Inver Grove Heights	3631	Primary

SYNOPSIS OF EVENTS

On 04/03/2025, A Inver Grove Heights Police Officer received an unlicensed massage in the 7700 block of Amana

NARRATIVE

On 2025-03-28, I proceeded to review a individual massage therapist license application for: Sean Paul Murphy

[REDACTED]

I reviewed the application and noted that much of the application was illegible - making information verification difficult. I noted that the listed address was [REDACTED]. I completed a google search of this address and determined that it was an apartment building, not a single residence. I noted that Murphy declined to provide his apartment number, and also declined to provide the apartment number from two of his three references.

I completed an Accurant search of Murphy and determined that he previously resided in FL, and did not appear to have a MN DL. It should be noted that he listed that he has resided in MN since 10/01/2024, and should have applied for a MN DL as a new resident.



INCIDENT

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

Case Number: 25000946

Title: Unlicensed Massage Therapy

Case Disposition: Inactive

I contacted Murphy's second listed residence who I believe is identified as Marie Noel Blair [REDACTED]. Marie provided few details about Murphy despite being roommates for nearly 6 months. During this conversation, Marie stated that she believed Murphy was already providing massages and was currently employed in Inver Grove Heights.

We then reviewed the Oyespa website and noted that Murphy was listed as a current massage therapist despite not having a license approved by the City of Inver Grove Heights. On 2025-03-28, I called Oyespa and was able to obtain a massage appointment with Murphy using a discrete name.

On 04/03/2025, I responded to a 1300 hours appointment for a 30 minute massage. I obtained a massage from a male who I recognized as Murphy. At the conclusion of the massage, I paid department issued funds and uploaded a copy of the receipt into electronic evidence.

At this time, I recommend that Murphy's individual massage therapist license application be denied on grounds of performing unlicensed massages in the City of Inver Grove Heights.

Please refer this report and all evidence to the Inver Grove Heights City Council for review.

PARTIES INVOLVED

PERSON 1

Role(s): Mentioned

Last: Murphy	First: Sean	Middle: Paul	Date of Birth: [REDACTED] (33)	
Sex: Male	Race: White	Height: 600 -600	Weight: 220 -220 lbs	Hair: Bald
Eyes: UNKNOWN	Is Juvenile?: No	Ethnicity: Not Hispanic/Latino	Build: Medium	Complexion: Fair
Residence: [REDACTED]				
Residence Type: Residence/Home				
Cell Phone: [REDACTED]		Description:		

PERSON 2

Role(s): Mentioned

Last: Blair	First: Marie	Middle: Noel	Date of Birth: [REDACTED] (38)	
Sex: Female	Race: Unknown	Height:	Weight:	Hair: UNKNOWN
Eyes: UNKNOWN	Is Juvenile?: No	Ethnicity: Unknown	Build:	Complexion:



INCIDENT

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

Case Number: 25000946

Title: Unlicensed Massage Therapy

Case Disposition: Inactive

Residence: [REDACTED]

Residence Type: Residence/Home

Cell Phone: [REDACTED]

Description:

CASE #: 25000946

INCIDENT REPORT

CHAPTER 8

MESSAGE THERAPY

SECTION:

4-8-1 Massage Therapy Regulations

4-8-1: MESSAGE THERAPY REGULATIONS:

A. Purpose: The purpose of this chapter is to prohibit the operation of massage businesses and the offering of massage services to the public except by those licensed as therapeutic massage businesses and massage therapists pursuant to this section. The licensing regulations prescribed herein are necessary in order to protect businesses that are operating legitimate businesses, to prevent criminal activity and to protect the health and welfare of the community. The purpose of this section is not to impose restrictions or limitations on the freedom of protected speech or expression.

B. Findings Of The City Council: The city council makes the following findings regarding the need to license therapeutic massage businesses and massage therapists and to prohibit all other types of massage businesses and services to the public:

1. Persons who have bona fide and standardized training in therapeutic massage, health, and hygiene can provide a legitimate and necessary service to the general public.
2. Health and sanitation regulations governing therapeutic massage businesses and therapists can minimize the risk of the spread of communicable diseases and can promote overall health and sanitation.
3. Establishing license qualifications for therapeutic massage businesses and therapists can minimize the risk that such businesses and persons will facilitate prostitution and other criminal activity in the community.
4. Massage businesses which employ persons with no specialized and standardized training can tax law enforcement services because such businesses are more likely to be operated as fronts for prostitution and other criminal activity than operations established by persons with standardized training.
5. The training of professional massage therapists at accredited institutions is an important means of ensuring the fullest measure of protecting the public health, safety, and welfare.

C. Definitions: The following words and terms when used in this section shall have the following meanings unless the context clearly indicates otherwise:

ACCREDITED INSTITUTION: An educational institution holding accredited status with the United States department of education or Minnesota office of higher education.

ACCREDITED PROGRAM: A professional massage program accredited by the Commission On Massage Therapy Accreditation (COMTA).

CLEAN: The absence of dirt, grease, rubbish, garbage, and other offensive, unsightly, or extraneous matter.

GOOD REPAIR: Free of corrosion, breaks, cracks, chips, pitting, excessive wear and tear, leaks, obstructions, and similar defects so as to constitute a good and sound condition.

ISSUING AUTHORITY: The city council.

MASSAGE: Any method of pressure on, or friction against, or the rubbing, stroking, kneading, tapping, pounding, vibrating, stimulating, or rolling of the external parts of the human body with the hands or with the aid of any mechanical or electrical apparatus, or other appliances or devices, with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment, or other similar preparations.

MASSAGE THERAPIST: An individual who practices or administers massage to the public who can demonstrate to the issuing authority that he or she:

1. Has current insurance coverage of one million dollars (\$1,000,000.00) for professional liability in the practice of massage;
2. Is affiliated with, employed by, or owns a therapeutic massage business licensed by the city; and
3. Provides proof that the applicant has met the academic requirements of the issuing authority by providing both of the following:
 - a. A certified copy of a transcript of academic record from an accredited program or accredited institution that has been approved by the issuing authority; and
 - b. A copy of the diploma or certificate of graduation from an accredited program or accredited institution that has been approved by the issuing authority. The accredited program or accredited institution must confirm that the applicant has successfully completed at least five hundred (500) hours of certified therapeutic massage training with content that includes the subjects of anatomy, physiology, hygiene, ethics, massage theory and research, and massage practice from the same accredited program or accredited institution.

4. In lieu of the academic requirement in subsection 3 of this definition, the applicant may provide proof of passage of the national certification exam offered by the National Certification Board For Therapeutic Massage And Bodywork and a minimum of seven (7) years of full time work experience as a massage therapist within the United States. The applicant is still required to provide proof of subsections 1 and 2 of this definition.

OPERATE: To own, manage, or conduct, or to have control, charge, or custody over.

PERSON: Any individual, firm, entity, association, partnership, corporation, joint venture, or combination of individuals.

THERAPEUTIC MASSAGE BUSINESS: An entity which operates a business which hires only massage therapists licensed by the city to provide therapeutic massage to the public. The owner/operator of a therapeutic massage business need not be licensed as a therapeutic massage therapist if he or she does not at any time practice or administer massage to the public. A therapeutic massage business may employ other individuals such as cosmetologists and estheticians, and these individuals are not required to have a massage therapist license as long as they are not providing therapeutic massage to the public.

WITHIN THE CITY: Includes physical presence as well as telephone referrals such as phone-a-massage operations in which the business premises, although not physically located within the city, serves as a point of assignment of employees who respond to requests for the provision of massage services to various locations within the city.

D. License Required:

1. **Therapeutic Massage Business License:** It shall be unlawful for any person or entity to own, operate, engage in, or carry on, within the city, any type of massage services to the public for compensation without first having obtained a therapeutic massage business license from the city pursuant to this section.

2. **Massage Therapist License:** It shall be unlawful for any individual to practice, administer, or provide massage services to the public for compensation within the city without first having obtained a personal massage therapist license from the city pursuant to this section.

3. **License Transfers.** No license may be transferred to another person or entity. Where the ownership of an entity holding a massage business license changes following the issuance of a massage business license, the new owners of the entity must apply for a new massage business license for the business.

4. **License Term:** Licenses shall be issued for a period of one year beginning on May 1st, except that if a portion of the year has elapsed when application for a license is made, a license may be issued for the remainder of the year for a pro rata fee. In computing such fee, any unexpired fraction of a month shall be counted as one month. All licenses shall expire on April 30th of each year.

E. Exceptions: A therapeutic massage business or massage therapist license is not required for the following persons and places:

1. Persons duly licensed by this state to practice medicine, surgery, osteopathy, chiropractic, physical therapy, or podiatry, provided the massage is administered by the individual in the regular course of the medical business and not provided as part of a separate and distinct massage business.

2. Persons duly licensed by this state as beauty culturists or barbers, provided such persons do not hold themselves out as giving massage treatments and provided the massage by beauty culturists is limited to the head, hand, neck, and feet and the massage by barbers is limited to the head and neck.

3. Persons hired or employed by a person duly licensed by this state pursuant to Minnesota statutes chapters 147, 148, or a dental professional licensed under chapter 150A. Such persons shall only be authorized to provide massage services on the business premises of the employer.

4. Places duly licensed or operating as a hospital, nursing home, hospice, sanatorium, or group home established for the hospitalization or care of human beings.

5. Students of an accredited institution who are performing massage services in the course of a clinical component of an accredited program of study, provided that the students are performing the massage services at the location of the accredited institution and provided the students are identified to the public as students of massage therapy. Students of an accredited institution may perform massage services at clinics or other facilities located outside of the accredited institution provided that they have at least one hundred fifty (150) hours of certified therapeutic massage training at the accredited institution prior to performing the therapy outside of the institution, have proof of liability insurance, and are identified to the public as a student of massage therapy.

6. Persons or organizations providing temporary massage services such as "chair massages" provided the following requirements are met:

a. The massage is provided in a place of business where the massage can easily be seen by any employee or visitor on the premises;

b. The location does not hold a license to sell alcoholic beverages;

c. Massages are offered at the location no more than ten (10) days per calendar year;

d. Each recipient of a massage remains in an upright position, either sitting or standing; and

e. Each recipient of a massage remains in the normal daytime attire worn when entering the business and does not remove any clothing except outerwear such as a coat or jacket.

F. License Application: All applicants shall complete and submit the requisite license application form provided by the city and provide all information required therein, as well as comply with providing the following information:

1. Therapeutic Massage Business License Application: An application for a therapeutic massage business license shall be made on a form supplied by the city clerk and shall request the following information:

a. All Applicants: For all applicants:

(1) The legal description of the premises to be licensed together with a plan of the area showing dimensions, location of buildings, street access, and parking facilities.

(2) The floor number, street number, suite number(s) and rooms where the massage services are to be conducted.

(3) Whenever the application is for premises either planned or under construction or undergoing substantial alteration, the application shall be accompanied by a set of preliminary plans showing the design of the proposed premises to be licensed. If the plans for design are on file with the city's building and inspection department, no plans need be submitted to the issuing authority.

(4) All applications for licenses, whether business or individual applications, shall be signed and notarized. If the application is that of a natural person, it shall be signed and notarized by such person; if by a corporation, by an officer thereof; if by an incorporated association, by the manager or officer thereof; if by a limited liability company (LLC), by a member thereof. Any falsification of information on the license application shall result in the denial, suspension or revocation of the license.

(5) Whether the applicant has had an interest, as an individual or as part of a corporation, partnership, association, enterprise, business firm, or any other entity, in a massage therapist or massage business license that was denied, recommended for denial, revoked, suspended, or not renewed by the issuing authority within the last ten (10) years from the date the license application is submitted to the City.

(6) Such other information as city staff or the city council shall require.

(7) Proof of residency of the managing partner or manager of the massage business within one hundred fifty (150) miles from the location of the business premises.

b. Individuals: For applicants who are individuals:

(1) Proof of whether the applicant is a citizen of the United States or a resident alien or has the legal authority to work in the United States.

(2) Whether the applicant is currently licensed in other communities to perform massage therapy, and if so, where.

(3) Names and addresses and contact information including phone numbers and e-mail addresses of the applicant's employers for the preceding five (5) years and dates for such employment.

(4) Whether the applicant has ever been convicted of any felony, crime, or violation of any ordinance other than a minor traffic offense. If so, the applicant shall furnish information as to the time, place and offense for each conviction.

(5) Whether the applicant has ever been engaged in the operation of a massage business. If so, applicant shall furnish information as to the name, place and length of time of the involvement in such an establishment.

c. Partnerships: For applicants that are partnerships: the names and addresses of all general and limited partners and all information concerning each general partner as is required in subsection F1b of this section. The managing partners shall be designated and the interest of each general and limited partner in the business shall be disclosed. A true copy of the partnership agreement shall be submitted with the application, and if the partnership is required to file a certificate as to a trade name under Minnesota statutes section 333.02, a certified copy of such certificate shall be submitted. The license shall be issued in the name of the partnership.

d. Corporations And Other Organizations Or Entities: For applicants that are corporations or other types of organizations:

(1) The name of the organization, and if incorporated, the state of incorporation.

(2) A true copy of the certificate of incorporation, and, if a foreign corporation, a certificate of authority as described in Minnesota statutes section 303.02.

(3) The name of the general manager, corporate officers, proprietor, and other person in charge of the premises to be licensed, and all the information about said persons as is required in subsection F1b of this section.

(4) A list of all persons who own or control an interest in the corporation or organization or who are officers of said corporation or organization, together with their addresses and all the information regarding such persons as is required in subsection F1b of this section.

2. Massage Therapist License Application: An application for a massage therapist license shall be made on a form supplied by the city clerk and shall request the following information:

- a. The applicant's home telephone and cellphone number.
 - b. The applicant's physical description, including weight, height, color of eyes, and color of hair. The applicant shall provide a color photocopy of the applicant's driver's license or state issued ID front and back, or any other government issued ID.
 - c. Whether the applicant has ever been convicted of any felony, crime, or violation of any ordinance other than a minor traffic offense and, if so, the time, place, and offense for each conviction.
 - d. Whether the applicant has had an interest in, as an individual or as part of a corporation, partnership, association, enterprise, entity, business or firm, a massage license that was revoked or suspended within the last five (5) years of the date the license application is submitted to the issuing authority.
 - e. Three (3) names, residential and business addresses, and current contact information, including a phone number, for three (3) residents within the metropolitan area, of good moral character, not related to the applicant or financially interested in the premises of the business, who may be referred to attest to the applicant's character.
 - f. Proof of whether the applicant is a U.S. citizen or resident alien or has the legal authority to work in the United States.
 - g. Proof that the applicant has met the definition of a massage therapist in this chapter.
 - h. Whether the applicant is currently licensed in other communities to perform massage therapy, and if so, where.
 - i. Whether the applicant has ever been engaged in the operation of massage services, and if so, information as to the name, place, dates and length of time of the involvement in such an establishment.
 - j. Such other information as the city council shall require.
 - k. Proof of residency within one hundred fifty (150) miles from the business premises where the massage therapist will be providing therapeutic massage services.
- G. License Fee: The fees for therapeutic massage business and massage therapist licenses shall be as set forth by city council resolution. An investigation fee shall be charged for therapeutic massage business licenses and individual massage therapist license. Each application for a license shall be accompanied by payment in full of the required license and investigation fees. An application shall be deemed incomplete unless it is accompanied with the required fees, all documentation required by this chapter, and is completed in its entirety.
- H. License Application Investigation: An investigation is required prior to the issuance of any license. No investigation fee in part or whole shall be refunded. Out of state investigations shall require the applicant to pay actual out of pocket expenses. A deposit for an out of state investigation shall be required in advance, pursuant to city council resolution and the applicant shall be refunded any unused deposit upon completion of the investigation. The city council may order and conduct such additional investigation as it deems necessary. Upon completion of the investigation by the police department, the council shall approve or deny the license.
- I. Inspections: In light of the high risk of involvement with illegal conduct an establishment providing massage therapy poses to the general public, city staff and/or the police department shall have the right to enter, inspect, and search the licensed premises during the hours in which the licensed premises is open for business to ensure compliance with all provisions of this chapter. At any time when the licensed premises is open for business, if any exterior doors are locked, the license holder shall unlock such door upon request of city staff/the police department to enter the licensed premises in order to ensure compliance with the provisions of this chapter. Any search of the licensed premises is subject to reasonableness standards as recognized by the courts; search warrants will be secured when applicable. Any entry into a private residence will require consent, exigent circumstances, or a search warrant.
- J. Denial, Suspension Or Revocation: In addition to the grounds found elsewhere in this code, the following reasons may be grounds for the denial, suspension, or revocation of an individual license or business license:
1. The applicant has been convicted of criminal prostitution, similar sex offenses, or other crimes directly related to the offering of massage therapy services or the running of a therapeutic massage business.
 2. The applicant is a partnership, corporation, or other entity which has in its employ or is owned by any persons convicted of criminal prostitution, similar sex offenses, or other crimes directly related to the offering of massage therapy services or the running of a therapeutic massage business.
 3. The owner, manager, lessee or any of the employees are found to be in control or possession of any alcoholic beverages, narcotic drugs or controlled substances, as defined by state statutes, on the premises.
 4. If the holder of a business license fails to maintain with the issuing authority a current list of all employees of such licensed premises. The list shall include all massage therapists licensed under this chapter.
 5. A material variance in the actual plan and design of the premises from the plans submitted.
 6. There is any fraud, deception, or misstatement on the license application.
 7. The owner, manager, lessee, or their employees or any massage therapist, are convicted of any ordinance violation or crime occurring on the licensed premises.

8. The licensed premises are not located in an approved zoning district or otherwise do not meet the health and safety standards found within this code for the licensed premises.

9. The applicant is delinquent upon its payment to the city of taxes, fines, or penalties assessed or imposed against the applicant.

10. The licensed activity is conducted in such a manner as to constitute a breach of the peace, a menace to the health, safety, or welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the police chief or an appropriate city official.

11. The licensee fails to continuously comply with all conditions required as precedent to approval of the license.

12. Based on the findings of a background investigation, granting a license would be a menace to the safety, health, morals, or welfare of the public.

13. The applicant or licensee is not of good moral character.

14. The applicant has had an interest in, as an individual or as part of a partnership, corporation, or other entity, a massage business or individual massage therapist license that was denied, revoked, suspended, recommended for denial, or not renewed by the issuing authority within ten (10) years from the date the license application was submitted to the City.

15. An applicant for or holder of a massage therapist license does not reside within one hundred and fifty (150) miles from the business premises where the massage therapist will be providing or provides therapeutic massage services.

16. An applicant for or holder of a therapeutic massage business license does not have a managing partner or manager of the massage business who resides within one hundred and fifty (150) miles from the location of the business premises.

17. An applicant for or holder of a therapeutic massage business license or their employees or agents refuse to allow an inspection of the massage business premises as authorized by this chapter.

K. License Restrictions:

1. Posting Of License:

a. Business License: A therapeutic massage business license issued must be posted in a conspicuous place on the premises for which it is used.

b. Personal Massage Therapist License: A person licensed as a massage therapist shall post the massage therapist license, along with a color photo, in a conspicuous place on the premises at which the therapist is associated. A massage therapist shall have readily available at all times that therapeutic massage services are rendered a government issued photo identification card.

2. Licensed Premises:

a. Business License: A therapeutic massage business license is only effective for the compact and contiguous space specified in the approved license application. If, following issuance of the license, the licensed premises is enlarged, altered, or extended, the licensee shall inform the city clerk of the same within ten (10) business days of the enlargement, alteration, or extension. The licensee shall meet with designated city staff who shall confirm that the enlarged, altered, or expanded space is in full compliance with all city regulations, including the building code. If the enlarged, altered, or expanded space is in full compliance with all city regulations, the business license shall be amended to encompass the larger space.

b. Massage Therapist License: A massage therapist license shall entitle the licensed therapist to perform on site massage at a business, public gathering, private home, or other site not on the therapeutic massage business premises. It shall be the continuing duty of each licensee to notify the city clerk, within ten (10) business days, of any change in the information or facts required to be furnished on the application for license and failure to comply with this section shall constitute cause for revocation or suspension of such license.

c. Affiliation With Business Required: A massage therapist shall be employed by, affiliated with, or own a massage business licensed by the city, unless a person or place is specifically exempted from obtaining a therapeutic massage business license pursuant to this section.

d. Employment Of Unlicensed Massage Therapists Prohibited: No therapeutic massage business shall employ or use any person to perform massage who is not licensed as a massage therapist under this section, unless the person is specifically exempted from obtaining a therapist license pursuant to this section.

e. Coverage Of Genitals During Massage: The licensee shall require that the person who is receiving the massage shall at all times have his or her genitals covered with nontransparent material or clothing.

f. Therapist Dress Requirements: Any therapist performing massage shall at all times be dressed professionally.

g. Massage Of Certain Body Parts Prohibited: At no time shall the massage therapist intentionally massage or offer to massage the penis, scrotum, mons veneris, vulva, breasts, or vaginal area of a person.

h. Restrictions Regarding Hours Of Operation: No therapeutic massage business shall be open for business, nor will any therapeutic massage therapist offer massage services, before eight o'clock (8:00) A.M. or after ten o'clock (10:00) P.M.

any day of the week. No customers or patrons shall be allowed to remain upon the licensed premises after ten thirty o'clock (10:30) P.M. and before eight o'clock (8:00) A.M. daily. Support activities such as cleaning, maintenance and bookkeeping are allowed outside of business hours.

i. **Illegal Activities:** In addition to the license restrictions set forth in this chapter, any advertising by a licensee of any potential unlawful or erotic conduct at the licensed establishment or by a licensed massage therapist shall be prohibited. A licensee under this chapter shall be strictly responsible for the conduct of the business being operated in compliance with all applicable laws and ordinances, including the actions of any employee or agent of the licensee on the licensed premises.

j. **Restrictions Involving Minors:** No person under the age of eighteen (18) shall be permitted to obtain massage services at a massage business unless accompanied by his/her parent or guardian.

k. **Restrictions on Habitation.** The premises of a licensed massage business, other than a massage business legally conducted as a home occupation, shall not contain sleeping quarters or living spaces of any kind intended for habitation. In all massage businesses, including massage businesses legally conducted as a home occupation. no beds, cots, futons or mattresses shall be located in any area where massage services are provided.

l. **Restrictions on Window Covering.** The exterior windows of a premises where a massage business is located must not be one hundred percent (100%) opaque during hours that the licensed premises is open for business, except for windows in massage rooms and restrooms.

m. **Equipment.** All therapeutic massage services shall be provided on a raised massage therapy table or chair or on a mat similar to those used in yoga.

n. **Posting of Rates and Licenses.** Massage businesses shall post rates for all massage services offered at the business as well as the massage business license in a prominent location on the business premises.

o. **Compliance with Building and Fire Codes.** Massage business premises shall comply with all applicable fire and building code requirements.

L. Restrictions Regarding Sanitation, Health And Safety:

1. **Toilet Room Requirements:** A licensed therapeutic massage business shall be equipped with adequate and conveniently located toilet rooms for the accommodation of its employees and patrons. The toilet room shall be well ventilated by natural or mechanical methods and be enclosed with a door. The toilet room shall be kept clean and in good repair and shall be adequately lighted.

2. **Paper/Linen Requirements:** A licensed therapeutic massage business shall provide single service disposal paper or clean linens to cover the table, chair, furniture, or area on which the patron receives the massage; or in the alternative, if the table, chair, or furniture on which the patron receives the massage is made of material impervious to moisture, such table, chair, or furniture shall be properly sanitized after each massage.

3. **Washing Of Hands Required:** The licensed business premises shall contain an on site sink. The massage therapist shall wash his or her hands and arms with water and soap, antibacterial scrubs, alcohol, or other disinfectants prior to and following each massage service performed.

4. **Door Latches And Locks:** The front door of any massage business and the doors to individual rooms where massage services are provided shall remain unlocked during all hours of operation, except that interior and exterior doors may remain locked when the business is open if the only persons at the business are a single massage therapist providing massage services and customers receiving massages, and the door is able to be opened without a key from the inside by way of a crash bar or other opening mechanism that allows anyone to open the door without a key from the inside of the room where the door is located. (Ord. 1293, 5-26-2015; amd. Ord. 1378, 2-10-2020; Ord. 1409, 4-26-2021)



Request for Council Action

SUBJECT: Rental Housing Licenses

MEETING DATE: April 28, 2025

ITEM TYPE: Regular Business

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

ACTION REQUESTED

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

BACKGROUND

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

The following rental license applications have been submitted:

RENTAL ADDRESS	PROPERTY OWNER	PROPERTY MANAGER	New/ Renew
8812 Brunswick Path	Sickel Properties LLC Lakeville, MN	Christopher Sickel Lakeville, MN	Renew
8213 College Trl	The Commons 60 LLC Minneapolis, MN	John Thornton Minneapolis, MN	Renew
6978 Delaney Ave	IH3 Property Minnesota LP Tempe, AZ	Invitation Homes/Mai Thao Mendota Heights, MN	Renew
7324 Cahill Ave	IH2 Property Illinois LP Tempe, AZ	Invitation Homes/Mai Thao Mendota Heights, MN	Renew
7943 Charles Way	IH2 Property Illinois LP Tempe, AZ	Invitation Homes/Mai Thao Mendota Heights, MN	Renew
1730 Atwater Path	IH3 Property Minnesota LP Tempe, AZ	Invitation Homes/Mai Thao Mendota Heights, MN	Renew
3085 Upper 76th St E	IH2 Property Illinois LP Tempe, AZ	Invitation Homes/Mai Thao Mendota Heights, MN	Renew
3875 75th St E	IH2 Property Illinois LP Tempe, AZ	Invitation Homes/Mai Thao Mendota Heights, MN	Renew
4738 Barbara Ave	IH2 Property Illinois LP Tempe, AZ	Invitation Homes/Mai Thao Mendota Heights, MN	Renew

1470 Upper 55th St E	AA Alta Vista, Inc Roseville, MN	Paul Nelson New Richmond, WI	Renew
3640 70th St E	Marvin Roseman Oakdale, MN	Corderius Roseman Woodbury, MN	New
4877 Bitterman Path	Shailesh Koppikar & Anuradha Kumble Lakeville, MN	Shailesh Koppikar Lakeville, MN	Renew
5437 Brewer LN	Andrew & Susan Heffron Rosemount, MN	Susan Heffron Rosemount, MN	New
8302 Alverno Ave	ARRA LLC Minnetonka, MN	Sayaan Shaikh Burnsville, MN	Renew
8800 Brunell Way	Olivia Real Estate LLC Kenyon, MN	Nhu Lam Mendota Heights, MN	Renew
8852 Brunswick Path	David Rust & Angela Kermes St. Paul, MN	David Rust St. Paul, MN	Renew
9691 Cedarwood Ct	American Land and Capital Lakeville, MN	Eric Ollestad Blaine, MN	New

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

FISCAL IMPACT

None

RECOMMENDATION

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

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Conveyance of Easements to Dakota County for Veterans Memorial Greenway (*Continued from April 14 Meeting*)**

MEETING DATE: April 28, 2025
ITEM TYPE: Regular Business
CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587
 Bridget Nason, City Attorney

ACTION REQUESTED

The Council is asked to consider the attached Resolution, authorizing conveyance of easements to Dakota County for the Veterans Memorial Greenway project.

BACKGROUND

Dakota County is in the process of constructing the Veterans Memorial Greenway, a regional trail and open space corridor that will provide a link between Lebanon Hills Regional Park and the Mississippi River in central Dakota County. The greenway will provide recreation for residents of Inver Grove Heights and Eagan and serve as a destination trail for the larger surrounding area. The 5-mile corridor stretches east and west within the cities of Inver Grove Heights and Eagan, and will include a 10-foot wide paved trail. Other amenities will include interpretive memorial nodes, connections to local trails and sidewalks, wayfinding and interpretive signage, landscaping and other features.

The Greenway is being constructed in three phases: Phases 1 and 2 are in process; Phase 3 will be finalized in the near future. As part of Phase 2, the County has requested that the City grant easements to the County over property owned by the City. The easements are required as a term of the funding the County received from the State of Minnesota for this project. The County has held several community meetings/informational sessions regarding the proposed greenway. Additionally, notice regarding the specific section of the greenway trail that would be located on this easement were provided to property owners abutting the greenway segment located on the eastern side of the Southern Lakes neighborhood.

Representatives of Dakota County were in attendance at the April 14 Council Meeting where they provided a brief presentation regarding the greenway project and answered questions raised by the public and Council regarding the section of the trail proposed to be located in the easement from the City. After questions were raised related to the exact location of the trail, particularly the location of the trail segment located to the east of certain residences in the Southern Lakes neighborhood, the County agreed to engage in further communication with concerned residents regarding trail elevations and other outstanding questions. County staff also agreed to complete staking of the centerline of the proposed trail within the greenway easement area so that adjacent property owners could better visualize the proposed easement and trail areas. Staking was completed on April 22.

The Council continued consideration of this item to the April 28 meeting to provide adequate time for the requested continued engagement by the County.

Dakota County representatives will again be in attendance at the April 28 Council meeting to answer any additional questions the Council may have regarding these requested easements. The County is still exploring the potential to shift the proposed trail alignment to the east/northeast in order to locate the trail further away from the abutting residential parcels located in the Southern Lake Neighborhood. At this time, the County has not determined if any such trail realignment is feasible based on cost, natural resource issues, and trail user safety and enjoyment. As a result, the County is asking the Council to consider approving the conveyance of the requested greenway trail and greenway corridor easements as included in the packet, with the ability to amend Exhibits A and B of the greenway corridor easement to revise the legal description of the corridor easement to accommodate a new trail alignment that is further east/northeast from the adjacent residential parcels.

FISCAL IMPACT

This item has no fiscal impact to the City.

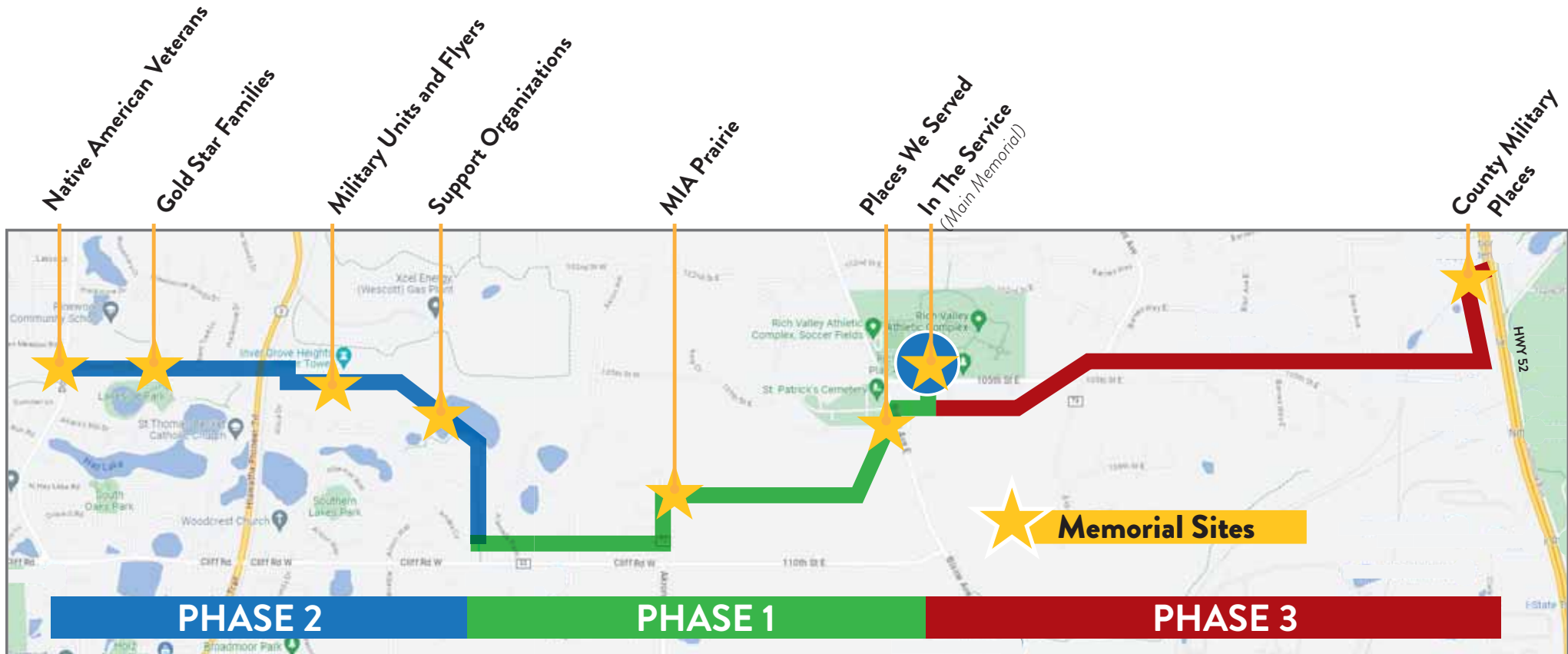
RECOMMENDATION

If the Council is supportive of the County's request, it should adopt the attached Resolution authorizing conveyance of the requested easements.

ATTACHMENTS

1. Veterans Memorial Greenway Overview
2. Letter to Residents - Veterans Memorial Greenway Alignment 3.4.2025
3. Greenway Trail Postcard
4. Regional Greenway Trail Easement
5. Regional Greenway Corridor Easement
6. Resolution Approving Easement Conveyance

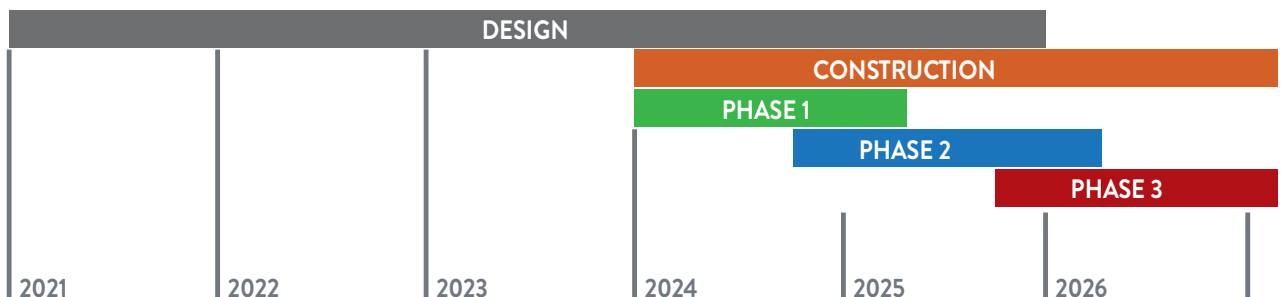
Veterans Memorial Greenway



Phased construction

Veterans Memorial Greenway construction will take place in three phases with a planned completion by 2027. Tentative construction estimates are:

- Phase 1 (central) — 2024-2025
- Phase 2 (west) — 2024-2025/2026
- Phase 3 (east) — 2025-2026/2027



For more information about Veterans Memorial Greenway, visit www.dakotacounty.us, search **veterans greenway**



8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2500

www.ighmn.gov

March 4, 2025

Dear Resident,

As you may be aware, Dakota County is in the process of finalizing the design for constructing a portion of the Veterans Memorial Regional Greenway trail and open space corridor linking Lebanon Hills Regional Park and the Mississippi River. More information about the Greenway can be found at:

<https://www.co.dakota.mn.us/Transportation/PlannedConstruction/VeteransGreenway>

A portion of the Greenway trail will be constructed on property owned by Xcel and the City of Inver Grove Heights, including in the general area around the existing City-maintained trail on the eastern side of the Southern Lakes neighborhood. The trail alignment for this portion of the Greenway has generally remained consistent from preliminary plans. However, recent comments from Flint Hills Resources regarding their existing pipeline and comments from the Minnesota Department of Natural Resources regarding protection of the adjacent shallow lake and wetlands have required the proposed trail to shift in two locations. It is important to note that the new trail will require grading and tree removal. A copy of the revised trail location adjacent to the Southern Lakes neighborhood and your property is enclosed.

If you would like to learn more about the Greenway project, or have questions about the trail location and construction, please contact Tony Wotzka, Dakota County Greenways Manager, at tony.wotzka@co.dakota.mn.us or 952-891-7966. Written comments can be sent to Adam Lares, City of Inver Grove Heights Parks Director, 8150 Barbara Avenue, Inver Grove Heights 55077 or emailed to alares@ighmn.gov.

The Inver Grove Heights City Council will be reviewing the County's request to grant a regional greenway corridor easement which will include the final trail alignment at its meeting on Monday, April 14, 2025, beginning at 7:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights. You are invited to attend.

Adam Lares

Adam Lares
Parks and Recreation Director

Enclosure: Greenway Trail Alignment





INSET - VETERANS MEMORIAL GREENWAY FULL ALIGNMENT



VETERANS MEMORIAL REGIONAL GREENWAY TRAIL



Meeting April 14 at 6 p.m. (note time correction)

Dakota County is finalizing the design for constructing a portion of the Veterans Memorial Regional Greenway Trail and open space corridor, linking Lebanon Hills Regional Park to the Mississippi River. The trail location has shifted to protect the adjacent shallow lake and wetlands, which will require grading and tree removal.

A portion of the Greenway trail will be built on property owned by Xcel Energy and the City of Inver Grove Heights, including areas near the existing City-maintained trail on the eastern side of the Southern Lakes neighborhood.

Scan the QR code or visit co.dakota.mn.us to learn more

Inver Grove Heights City Council review:

Monday, April 14, 2025
6 p.m. · Council Chambers
IGH City Hall
8150 Barbara Avenue
Inver Grove Heights

Please note: The letter you received
incorrectly listed the meeting time
as 7 p.m.; **the correct time is 6 p.m.**

Questions about trail location or construction contact:

Tony Wotzka, Dakota County
Greenways Manager
tony.wotzka@co.dakota.mn.us
952-891-7966

Submit written comments to:

Adam Lares, IGH Parks & Rec. Director
alares@ighmn.gov
8055 Barbara Ave
Inver Grove Heights, MN 55077



PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077

Regional Greenway Trail Easement on City of Inver Grove Heights Property Being Granted to the County of Dakota

Tract ID No. 496

This non-exclusive, permanent Regional Greenway Trail Easement (hereinafter referred to as the "Trail Easement") is made as of the ____ day of _____, 202_, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as the "Grantor"), and County of Dakota, a political subdivision of the State of Minnesota, its successors and assigns, (hereinafter referred to as the "Grantee") and is based on the following recitals:

Grantor warrants that it has good legal title to certain real property located in the County of Dakota, State of Minnesota, with Property Identification Number 20-02900-03-012 (hereinafter referred to as the "City Property").

- A. Grantor desires to grant, declare, and establish a Trail Easement over a portion of the City Property described below, to enable the Grantee to construct, operate, maintain, repair, and/or replace a bituminous trail with a minimum of two-foot wide non-paved zones on either side of the trail, (hereinafter collectively referred to as the "Trail") as mutually agreed upon between the Grantor and the Grantee; other associated improvements such as signage, fencing, benches, kiosks, and other incidental improvements which may be necessary to support the Trail (hereinafter referred to as the "Other Improvements") as mutually agreed upon in writing between the Grantor and the Grantee; and management of existing and future trees, shrubs, grasses, flowers, and other plants (hereinafter referred to as "Vegetation") within the Trail Easement, as mutually agreed upon in writing between the Grantor and the Grantee.
- B. The Grantee has received state funding thorough Grant Agreement No. SG-24P6-04-03 and Grant Agreement No. SG-21503, both dated May 6, 2024, (hereinafter referred to as the "Grant Agreement"), for constructing a paved recreational trail and improvements as part of the Veterans Memorial Greenway (hereinafter referred to as the "Project").

I. Grant of Trail Easement.

- A. By this instrument, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys to Grantee, its successors and assigns, a Trail Easement over, under, and across that part of the City Property legally described in the attached **Exhibit A** (hereinafter referred to as the "Easement Area") and generally depicted within the City Property in the attached **Exhibit B**, subject and subordinate to any easements of record. Grantor conveys to Grantee, the exclusive right to construct, operate, and maintain the Trail within the Easement Area, including, without limitation, the

right to occupy and move equipment over the Easement Area for the purpose of constructing, operating, and maintaining the Trail. Grantor also conveys to Grantee, the right to restore, enhance, and maintain all Vegetation within the Easement Area.

- B. Grantor warrants that it will do nothing to undermine the Trail and Other Improvements constructed, operated and maintained thereon by Grantee.

II. Trail Construction, Operation, and Maintenance.

- A. Grantee acknowledges that Northern States Power Company, a Minnesota business corporation, (hereinafter referred to as "NSP") has certain easement rights on the City Property as described in Document No. 385492, recorded on July 2, 1971, in the Office of the Register of Deeds for Dakota County (hereinafter referred to as the "NSP Easement"). Grantee acknowledges that its easement rights are subject to the NSP Easement and acknowledges that NSP may require Grantee to enter into a separate encroachment agreement with NSP prior to recording this Trail Easement.
- B. Grantee, its agents or contractors, shall construct a bituminous trail using appropriate construction standards along the length of the Easement Area. The Trail and Other Improvements shall be constructed/installed by the Grantee at its own expense or with funds obtained by the Grantee. Grantee has no obligation to construct the Trail or Other Improvements if the funds required for the Trail and Other Improvements are not available, appropriated, or received by Grantee. Grantee will use best management practices to minimize damage to oak and other non-hazardous trees during grading and trail construction.
- C. The Trail will be used for recreation and non-vehicular transportation purposes such as, but not limited to walking, biking, roller blading, and cross-country skiing, subject to accommodation requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101) and related laws. Grantee or local law enforcement agencies may operate motorized vehicles on the Trail for the purposes of security, emergency services, and maintenance, repair and replacement of the Trail and other Improvements within the Easement Area. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the Grantee.
- D. Grantee is responsible for maintenance, repair, and replacement of the Trail, Other Improvements, and Vegetation within the Easement Area or any costs associated with the use of the Trail or Other Improvements by the Grantee or general public in accordance with a Supplemental Maintenance Agreement jointly developed and approved by Grantor and Grantee (hereinafter referred to as the "Maintenance Agreement"). Grantee shall be responsible for and pay for all costs associated with the timely removal of any trees or tree limbs that fall on the trail or within the Easement Area that prevents safe use of the trail or related amenities. Grantee shall also be responsible for and pay for all costs associated with the timely removal of any hazardous trees, as defined by City Code as amended from time to time (hereinafter after referred to as "Hazard Tree") within a certain distance from the Trail centerline, the distance of which shall be defined in the Supplemental Maintenance Agreement. Grantor shall not be responsible for maintenance, repair, and replacement of the Trail and Other Improvements.
- E. Grantee, by its own forces or through contractual agreement, shall provide routine repair maintenance, repair or replacement of the Trail and Other Improvements at its own cost.

III. State Funding Requirements

- A. No amendment, modification, or waiver of any condition, provision, or term of this Trail Easement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the Minnesota Department of Natural Resources and the Commissioner of Minnesota Management and Budget, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
- B. Grantor may not create or allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the City Property, Grantee's interest in the Trail Easement, or otherwise encumber its estate and interest in this Trail Easement without prior written consent of the Minnesota Department of Natural Resources and the Commissioner of Minnesota Management and Budget.
- C. In the event that the Grantee determines that this Trail Easement is no longer usable or needed to carry out the Project, then Grantee shall convey the Grantee's interest in the Trail Easement back to the Grantor or execute a termination of this Trail Easement on the conditions that such conveyance or termination is authorized by law and approved by the Commissioner of Minnesota Management and Budget in its reasonable discretion.
- D. Whenever there shall exist a conflict between the provisions of this Trail Easement and of the Grant Agreement, the Grant Agreement shall prevail. The Grant Agreement is on file with Grantee and a copy of the same has been provided to Grantor. Grantee shall provide copies of the Grant Agreement to Grantor upon request.

V. Miscellaneous

- A. Grantor and Grantee shall be liable for its own acts and omissions and those of its own 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, their respective employees, or agents.

Grantor and Grantee agree that liability and damages arising from their acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, as applicable, and other applicable laws. Each party hereto warrants that it is able to comply with the forementioned liability and insurance requirements through an insurance or self-insurance program.

To the extent permissible by law, Grantee agrees to defend, indemnify, and hold harmless Grantor against any and all claims, liability, loss, damage, or expense (including but not limited to reasonable attorneys' fees and costs) arising from the grant of this Easement and/or Grantee's exercise of its rights thereunder, which result from acts or omissions of Grantee and/or those of Grantee's employees, agents, or assigns, including but not limited to any claims based on the design, construction, maintenance, or use of the Grantee's facilities or improvements in the Easement Area, whether such claims sound in statute, tort, contract, quasi-contract, eminent domain, or any other legal theory. Under no circumstances shall Grantee be required to defend and indemnify Grantor for any such claims arising from Grantor's negligence, intentional misconduct, or breach of Grantor's obligations under this Easement. The foregoing indemnity provision shall not be deemed to waive any statutory limits on the liability of either Grantor or Grantee, including but not limited to those limitations set forth in Minnesota Statutes Sections 466.01 to 466.15,

604A.21 to 604A.27, or any other statutory or common law immunities. In the event of any claims or actions filed against either party, nothing in this Easement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

- B. The terms and conditions of this Trail Easement shall run with the land and be binding on Grantor, its successors and assigns.
- C. Grantor agrees to pay any and all assessments levied by competent authority on the City Property.
- D. This Trail Easement may be amended only if in the sole and exclusive judgment of the Grantee such amendment furthers or is not inconsistent with the purposes of this Trail Easement. Any such amendment must be mutually agreed upon by the Grantee and the Grantor signed and duly recorded by the parties and comply with all applicable laws and regulations.
- E. This Trail Easement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute a single instrument.

-This Space Intentionally Left Blank-

IN WITNESS WHEREOF, Grantor has caused this Regional Greenway Trail Easement to be duly executed on its behalf as of the date set forth above.

GRANTOR

City of Inver Grove Heights

By: _____
Brenda Dietrich
Its: Mayor

Date _____

By: _____
Rebecca Kiernan
Its: Clerk

Date _____

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged this _____ day of _____, 2025, by Brenda Dietrich and Rebecca Kiernan, the Mayor and City Clerk of the City of Inver Grove Heights, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

Acceptance of this Regional Greenway Trail Easement was approved by Dakota County Board Resolution No. 24-596

Approved as to Form:

Assistant County Attorney

Date: _____

KS-25-____

RECORDED FOR THE BENEFIT OF DAKOTA COUNTY; EXEMPT FROM RECORDING FEES PER MN STATUTE 386.77

Drafted by:
Alan Singer
Dakota County
14955 Galaxie Avenue
Apple Valley, MN 55124
(952) 891-7001
al.singer@co.dakota.mn.us
April 8, 2025

Return recorded document to:
Alan Singer
Dakota County
14955 Galaxie Avenue
Apple Valley, MN 55124
al.singer@co.dakota.mn.us

Dakota County Parks

Legal Description of Regional Greenway Trail Easement being Conveyed by City of Inver Grove Heights to County of Dakota

Tract No. 496

A permanent 20.00-foot-wide regional greenway trail easement over, under, and across that part of the South Half of the Northeast Quarter of Section 29, Township 27 North, Range 22 West, Dakota County, Minnesota, lying northerly of the northerly right of way of County State Aid Highway No. 73, and lying within 10.00 feet on each side of the following described centerline:

Commencing at the southeast corner of said South Half of the Northeast Quarter; thence South 89 degrees 44 minutes 21 seconds West, assumed bearing along the south line of said South Half of the Northeast Quarter a distance of 1343.72 feet to the point of beginning of the centerline to be described; thence North 00 degrees 07 minutes 00 seconds West a distance of 30.13 feet; thence westerly a distance of 49.76 feet along a tangential curve concave to the southwest having a radius of 29.65 feet and a central angle of 96 degrees 09 minutes 11 seconds; thence South 83 degrees 43 minutes 48 seconds West, tangent to said curve, a distance of 13.96 feet; thence northwesterly a distance of 72.32 feet along a tangential curve concave to the northeast having a radius of 54.40 feet and a central angle of 76 degrees 10 minutes 49 seconds; thence North 20 degrees 05 minutes 22 seconds West, tangent to said curve a distance of 18.52 feet to a point herein after referred to as Point "A"; thence continuing North 20 degrees 05 minutes 22 seconds West a distance of 10.39 feet and said centerline there terminating.

Together with a permanent 15.00-foot-wide regional greenway trail easement over, under, and across that part of the South Half of the Northeast Quarter of Section 29, Township 27 North, Range 22 West, Dakota County, Minnesota, lying within 7.50 feet on each side of the following described centerline:

Beginning at said Point "A"; thence South 87 degrees 10 minutes 02 seconds West a distance of 20.40 feet and said centerline there terminating.

Together with a permanent 10.00-foot-wide regional greenway trail easement over, under, and across that part of the South Half of the Northeast Quarter of Section 29, Township 27 North, Range 22 West, Dakota County, Minnesota, lying within 5.00 feet on each side of the following described centerline:

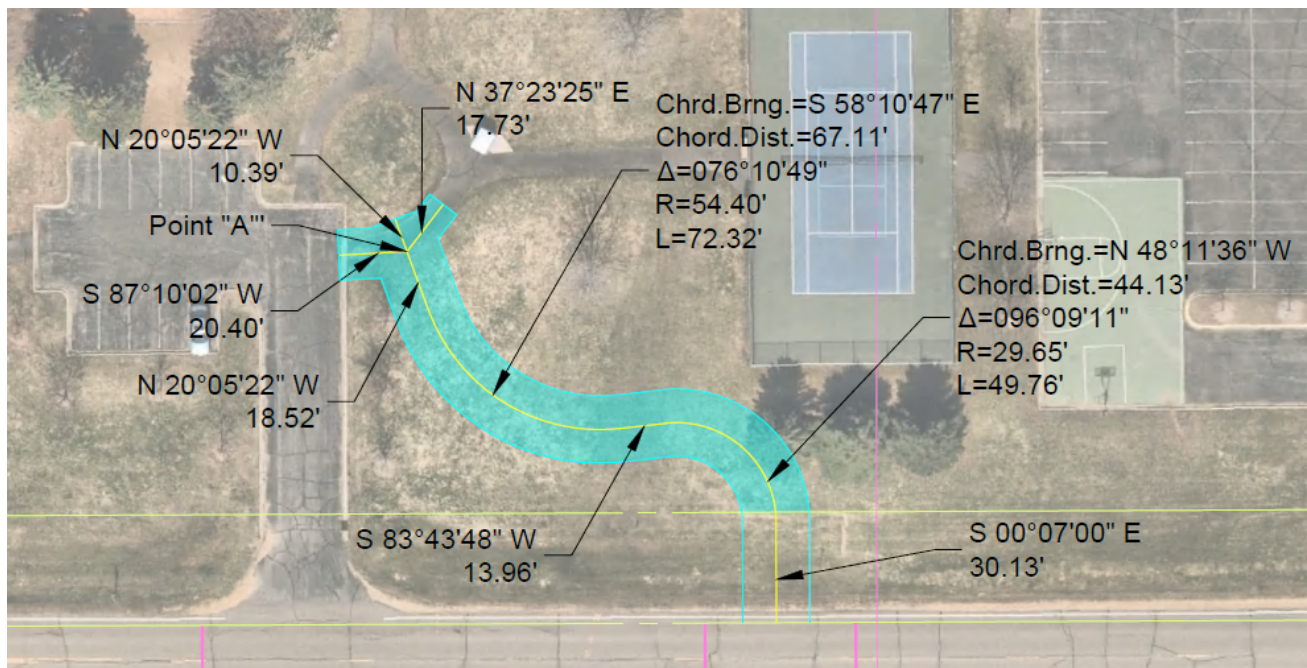
Beginning at said Point "A": thence North 37 degrees 23 minutes 25 seconds East a distance of 17.73 feet and said centerline there terminating.

Area: 3,453 square feet

Dakota County Parks

General Depiction of the Regional Greenway Trail Easement on City of Inver Grove Heights Rich Valley Athletic Complex Property being conveyed to the County of Dakota

Tract No. 496



Regional Greenway Corridor Easement on City of Inver Grove Heights Property Being Granted to the County of Dakota

Tract ID No. 499

This non-exclusive, permanent Regional Greenway Corridor Easement (hereinafter referred to as the "Corridor Easement") is made as of the ____ day of _____, 2025, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as the "Grantor"), and County of Dakota, a political subdivision of the State of Minnesota, its successors and assigns, (hereinafter referred to as the "Grantee") and is based on the following recitals:

Grantor warrants that it has good legal title to certain real property located in the County of Dakota, State of Minnesota, with Property Identification Numbers 20-71398-00-010, 20-71399-00-010, and 20-71400-00-010 (hereinafter referred to as the "City Property").

- A. Grantor desires to grant, declare, and establish a Corridor Easement over a portion of the City Property described below, to enable the Grantee to construct, operate, maintain, repair, and/or replace a bituminous trail with a minimum of two-foot wide non-paved zones on either side of the trail, (hereinafter collectively referred to as the "Trail") as mutually agreed upon between the Grantor and the Grantee; other associated improvements such as signage, fencing, benches, kiosks, and other incidental improvements which may be necessary to support the Trail (hereinafter referred to as the "Other Improvements") as mutually agreed upon in writing between the Grantor and the Grantee; and management of existing and future trees, shrubs, grasses, flowers, and other plants (hereinafter referred to as "Vegetation") within the Corridor Easement, as mutually agreed upon in writing between the Grantor and the Grantee.
- B. The Grantee has received state funding thorough Grant Agreement No. SG-24P6-04-03 and Grant Agreement No. SG-21503, both dated May 6, 2024, (hereinafter referred to as the "Grant Agreement"), for constructing a paved recreational trail and improvements as part of the Veterans Memorial Greenway (hereinafter referred to as the "Project").

I. Grant of Corridor Easement.

- A. By this instrument, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys to Grantee, its successors and assigns, a Corridor Easement over, under, and across that part of the City Property legally described in the attached **Exhibit A** (hereinafter referred to as the "Easement Area") and generally depicted within the City Property in the attached **Exhibit B**, subject and subordinate to any easements of record. Grantor conveys to Grantee, the exclusive right to construct, operate, and maintain the Trail within the Easement Area, including, without limitation, the

right to occupy and move equipment over the Easement Area for the purpose of constructing, operating, and maintaining the Trail. Grantor also conveys to Grantee, the right to restore, enhance, and maintain all Vegetation within the Easement Area.

- B. Grantor warrants that it will do nothing to undermine the Trail and Other Improvements constructed, operated and maintained thereon by Grantee.

II. Trail Construction, Operation, and Maintenance.

- A. Grantee acknowledges that Northern States Power Company, a Minnesota business corporation, (hereinafter referred to as "NSP") has certain easement rights on the City Property as described in Document No. 385492, recorded on July 2, 1971, in the Office of the Register of Deeds for Dakota County (hereinafter referred to as the "NSP Easement"). Grantee acknowledges that its Corridor Easement rights are subject to the NSP Easement and acknowledges that NSP may require Grantee to enter into a separate encroachment agreement with NSP prior to recording this Corridor Easement.
- B. Grantee, its agents or contractors, shall construct a bituminous trail using appropriate construction standards along the length of the Easement Area. The Trail and Other Improvements shall be constructed/installed by the Grantee at its own expense or with funds obtained by the Grantee. Grantee has no obligation to construct the Trail or Other Improvements if the funds required for the Trail and Other Improvements are not available, appropriated, or received by Grantee. Grantee will use best management practices to minimize damage to oak and other non-hazardous trees during grading and trail construction.
- C. The Trail will be used for recreation and non-vehicular transportation purposes such as, but not limited to walking, biking, roller blading, and cross-country skiing, subject to accommodation requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101) and related laws. Grantee or local law enforcement agencies may operate motorized vehicles on the Trail for the purposes of security, emergency services, and maintenance, repair and replacement of the Trail and other Improvements within the Easement Area. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the Grantee.
- D. Grantee is responsible for maintenance, repair, and replacement of the Trail, Other Improvements, and Vegetation within the Easement Area or any costs associated with the use of the Trail or Other Improvements by the Grantee or general public in accordance with a Supplemental Maintenance Agreement jointly developed and approved by Grantor and Grantee (hereinafter referred to as the "Maintenance Agreement"). Grantee shall be responsible for and pay for all costs associated with the timely removal of any trees or tree limbs that fall on the trail or within the Easement Area that prevents safe use of the trail or related amenities. Grantee shall also be responsible for and pay for all costs associated with the timely removal of any hazardous trees, as defined by City Code as amended from time to time (hereinafter after referred to as "Hazard Tree") within a certain distance from the Trail centerline, the distance of which shall be defined in the Supplemental Maintenance Agreement. Grantor shall not be responsible for maintenance, repair, and replacement of the Trail and Other Improvements.
- E. Grantee, by its own forces or through contractual agreement, shall provide routine repair maintenance, repair or replacement of the Trail and Other Improvements at its own cost.

III. Vegetation Management

- A. All vegetation management practices within the Easement Area shall be in accordance with a Vegetation Management Plan jointly developed and approved by Grantor and Grantee (hereinafter referred to as the "VMP"). Grantee and Grantor agree to consult with one another periodically with respect to updating the VMP, and further agree that the VMP may be revised or modified as necessary to reflect changed conditions or circumstances. Grantee shall be responsible for drafting the VMP and any modifications to the same, which shall not contradict the terms of this Trail Easement, and which shall take effect only upon a written agreement signed by both Grantee and Grantor. Grantee shall provide to Grantor and each party will retain an updated copy of the VMP.
 - 1. Grantee shall determine if any Hazard Tree identified and located outside of the defined distance from the Trail centerline, or if a fallen tree within the Easement Area that does not interfere with the safe use of the trail and related amenities will be removed at Grantee's expense.
- B. Implementation of the VMP shall be in accordance with a Maintenance Agreement developed and approved by the Grantor and Grantee. The Maintenance Agreement shall include a five-year work plan, commencing at the time of VMP approval, which describe priority management activities, responsibilities, estimated costs, and schedule for implementing the VMP. Grantee and Grantor agree to consult with one another to modify the Maintenance Agreement as necessary and for developing and approving any subsequent Maintenance Agreements to assure that the original intent and purpose of this Trail Easement. Grantee and Grantor shall be responsible for any modifications to the original and any subsequent Maintenance Agreement, which shall not contradict the terms of this Corridor Easement. Grantee and Grantor will each retain an updated copy of the Maintenance Agreement.

IV. State Funding Requirements

- A. No amendment, modification, or waiver of any condition, provision, or term of this Corridor Easement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the Minnesota Department of Natural Resources and the Commissioner of Minnesota Management and Budget, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
- B. Grantor may not create or allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the City Property, Grantee's interest in this Corridor Easement, or otherwise encumber its estate and interest in this Corridor Easement without prior written consent of the Minnesota Department of Natural Resources and the Commissioner of Minnesota Management and Budget.
- C. In the event that the Grantee determines that this Corridor Easement is no longer usable or needed to carry out the Project, then Grantee shall convey the Grantee's interest in the Corridor Easement back to the Grantor or execute a termination of this Corridor Easement on the conditions that such conveyance or termination is authorized by law and approved by the Commissioner of Minnesota Management and Budget in its reasonable discretion.

- D. Whenever there shall exist a conflict between the provisions of this Corridor Easement and of the Grant Agreement, the Grant Agreement shall prevail. The Grant Agreement is on file with Grantee and a copy of the same has been provided to Grantor. Grantee shall provide copies of the Grant Agreement to Grantor upon request.

V. Miscellaneous

- A. Grantor and Grantee shall be liable for its own acts and omissions and those of its own 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, their respective employees, or agents.

Grantor and Grantee agree that liability and damages arising from their acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, as applicable, and other applicable laws. Each party hereto warrants that it is able to comply with the forementioned liability and insurance requirements through an insurance or self-insurance program.

To the extent permissible by law, Grantee agrees to defend, indemnify, and hold harmless Grantor against any and all claims, liability, loss, damage, or expense (including but not limited to reasonable attorneys' fees and costs) arising from the grant of this Easement and/or Grantee's exercise of its rights thereunder, which result from acts or omissions of Grantee and/or those of Grantee's employees, agents, or assigns, including but not limited to any claims based on the design, construction, maintenance, or use of the Grantee's facilities or improvements in the Easement Area, whether such claims sound in statute, tort, contract, quasi-contract, eminent domain, or any other legal theory. Under no circumstances shall Grantee be required to defend and indemnify Grantor for any such claims arising from Grantor's negligence, intentional misconduct, or breach of Grantor's obligations under this Easement. The foregoing indemnity provision shall not be deemed to waive any statutory limits on the liability of either Grantor or Grantee, including but not limited to those limitations set forth in Minnesota Statutes Sections 466.01 to 466.15, 604A.21 to 604A.27, or any other statutory or common law immunities. In the event of any claims or actions filed against either party, nothing in this Easement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

- B. The terms and conditions of this Corridor Easement shall run with the land and be binding on Grantor, its successors and assigns.
- C. Grantor agrees to pay any and all assessments levied by competent authority on the City Property.
- D. This Corridor Easement may be amended only if in the sole and exclusive judgment of the Grantee such amendment furthers or is not inconsistent with the purposes of this Corridor Easement. Any such amendment must be mutually agreed upon by the Grantee and the Grantor signed and duly recorded by the parties and comply with all applicable laws and regulations.
- E. This Corridor Easement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, Grantor has caused this Regional Greenway Corridor Easement to be duly executed on its behalf as of the date set forth above.

GRANTOR

City of Inver Grove Heights

By: _____
Brenda Dietrich
Its: Mayor

Date _____

By: _____
Rebecca Kiernan
Its: Clerk

Date _____

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged this _____ day of _____, 2025, by Brenda Dietrich and Rebecca Kiernan, the Mayor and City Clerk of the City of Inver Grove Heights, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

Acceptance of this Regional Greenway Corridor Easement was approved by Dakota County Board Resolution No. 24-596

Approved as to Form:

Assistant County Attorney

Date: _____

KS-25-____

Dakota County Contra DC _____

RECORDED FOR THE BENEFIT OF DAKOTA COUNTY; EXEMPT FROM RECORDING FEES PER MN STATUE 386.77

Drafted by:
Alan Singer
Dakota County
14955 Galaxie Avenue
Apple Valley, MN 55124
(952) 891-7001
al.singer@co.dakota.mn.us
April 8, 2025

Return recorded document to:
Alan Singer
Dakota County
14955 Galaxie Avenue
Apple Valley, MN 55124
al.singer@co.dakota.mn.us

Dakota County Parks

Legal Description of Regional Greenway Corridor Easement being Conveyed by City of Inver Grove Heights on the Southern Lakes Park Property to County of Dakota

Tract No. 499

A permanent 100.00-foot -wide Regional Greenway Easement over, under, and across that part of Outlot A, Southern Lakes 4th Addition, Outlot A, Southern Lakes 5th Addition, and Outlot A, Southern Lakes Estates according to the recorded plats thereof, Dakota County, Minnesota, lying 50.00 feet on each side of the following described centerline:

Commencing at the northeast corner of Outlot A, Southern Lakes 5th addition; thence North 89 degrees 50 minutes 38 seconds West, assumed bearing along the north line of said Outlot A, a distance of 936.02 feet to the point of beginning of the centerline to be described; thence South 72 degrees 38 minutes 00 seconds East a distance of 67.83 feet; thence southeasterly a distance of 201.66 feet along a tangential curve concave to the southwest having a radius of 525.53 feet and a central angle of 21 degrees 59 minutes 11 seconds; thence South 50 degrees 38 minutes 49 seconds East, tangent to said curve, a distance of 542.33 feet; thence southeasterly a distance of 116.11 feet along a tangential curve concave to the southwest having a radius of 203.18 feet and a central angle of 32 degrees 44 minutes 31 seconds; thence South 17 degrees 54 minutes 18 seconds East, tangent to said curve, a distance of 71.12 feet; thence southeasterly a distance of 61.06 feet along a tangential curve concave to the northeast having a radius of 74.00 feet and a central angle of 47 degrees 16 minutes 29 seconds; thence South 65 degrees 10 minutes 48 seconds East, tangent to said curve, a distance of 115.93 feet; thence southerly a distance of 112.63 feet along a tangential curve concave to the southwest having a radius of 74.00 feet and a central angle of 87 degrees 12 minutes 21 seconds; thence South 22 degrees 01 minute 33 seconds West, tangent to said curve, a distance of 195.53 feet; thence southerly a distance of 181.49 feet along a tangential curve concave to the east having a radius of 175.00 feet and a central angle of 59 degrees 25 minutes 08 seconds; thence South 37 degrees 23 minutes 35 seconds East, tangent to said curve, a distance of 13.15 feet; thence southerly a distance of 127.14 feet along a tangential curve concave to the west having a radius of 100.00 feet and a central angle of 72 degrees 50 minutes 35 seconds; thence South 35 degrees 27 minutes 00 seconds West, tangent to said curve, a distance of 70.23 feet; thence southerly a distance of 129.81 feet along a tangential curve concave to the east having a radius of 100.00 feet and a central angle of 74 degrees 22 minutes 38 seconds; thence South 38 degrees 55 minutes 37 seconds East, tangent to said curve, a distance of 42.69 feet; thence southerly a distance of 159.45 feet along a tangential curve concave to the west having a radius of 100.00 feet and a central angle of 91 degrees 21 minutes 37 seconds; thence South 52 degrees 26 minutes 00 seconds West, tangent to said curve, a distance of 32.16 feet; thence southerly a distance of 159.84 feet along a tangential curve concave to the east having a radius of 100.00 feet and a central angle of 91 degrees 34 minutes 44 seconds; thence South 39 degrees 08 minutes 44 seconds East, tangent to said curve, a distance of 102.24

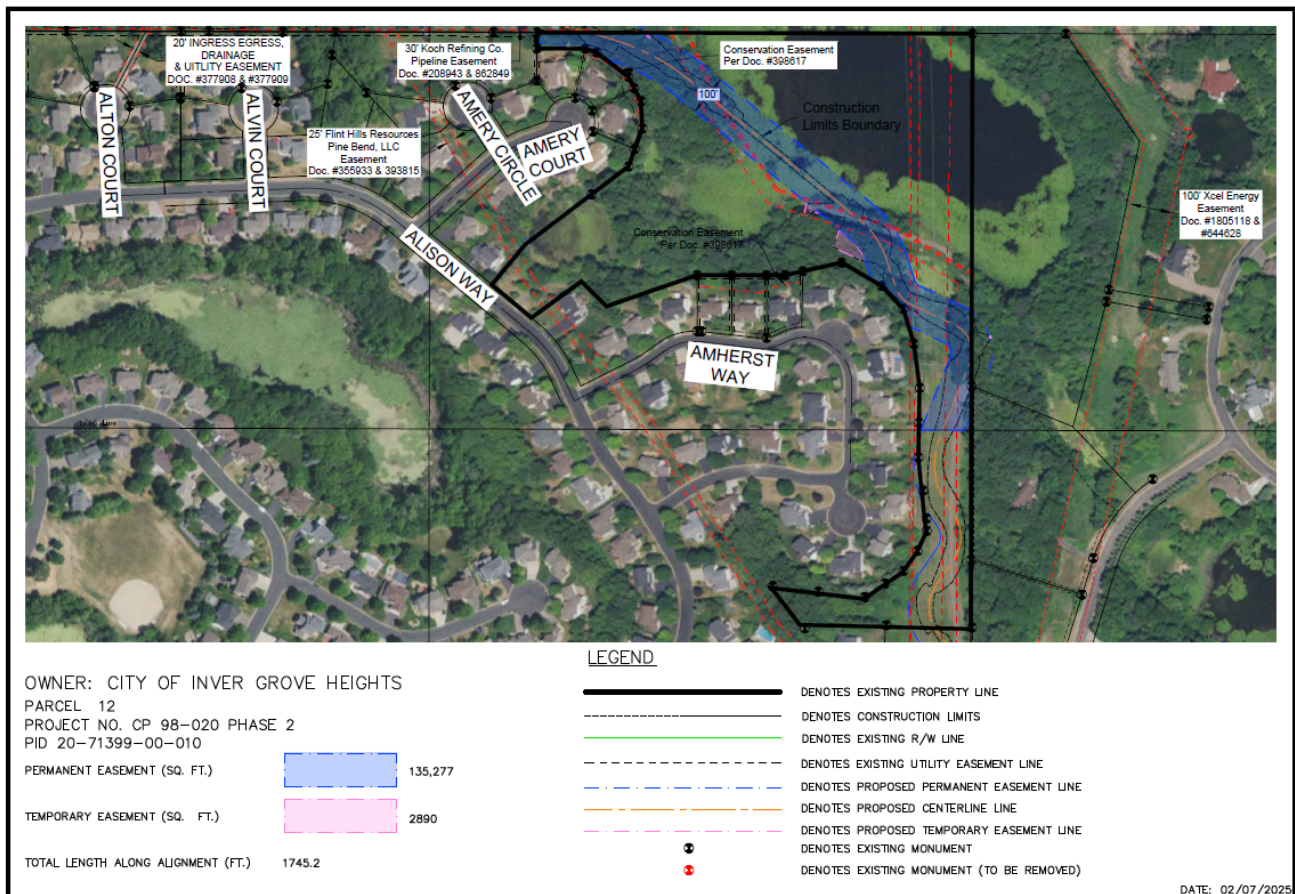
feet; thence southerly a distance of 182.74 feet along a tangential curve concave to the west having a radius of 125.00 feet and a central angle of 83 degrees 45 minutes 36 seconds; thence South 44 degrees 36 minutes 52 seconds West, tangent to said curve, a distance of 33.83 feet; thence southerly a distance of 229.70 feet along a tangential curve concave to the east having a radius of 97.87 feet and an internal angle of 134 degrees 28 minutes 42 seconds; thence South 89 degrees 51 minutes 50 seconds East, tangent to said curve, a distance of 10.00 feet and said centerline there terminating.

Area: 270,983 square feet or 6.22 acres

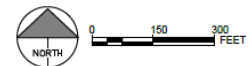
Dakota County Parks

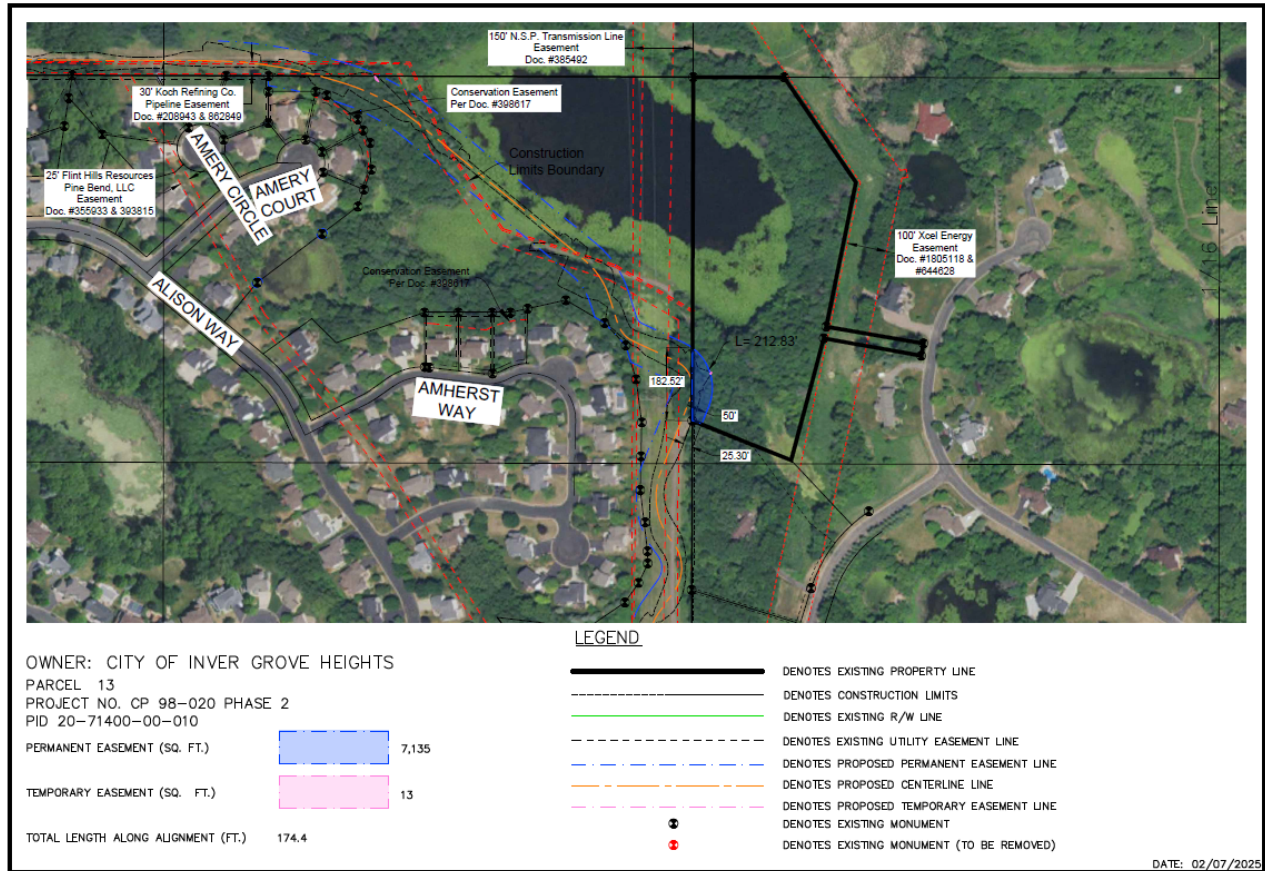
General Depiction of the Regional Greenway Corridor Easement on City of Inver Grove Heights on the Southern Lakes Park Property being conveyed to the County of Dakota

Tract No. 499

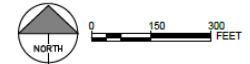


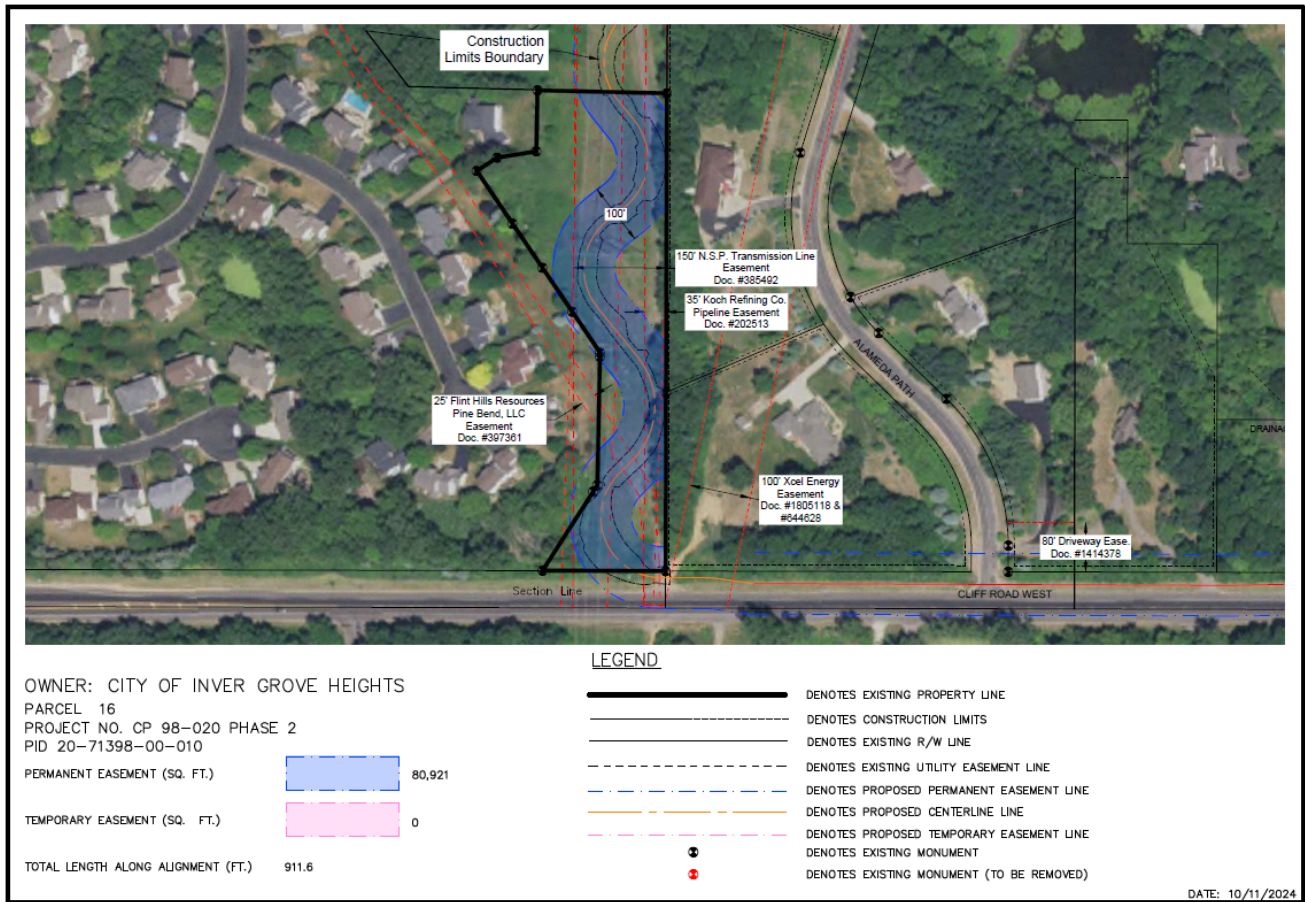
VETERANS MEMORIAL GREENWAY PROPERTY EXHIBIT
 INVER GROVE HEIGHTS, MINNESOTA



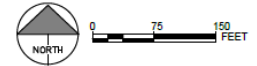


VETERANS MEMORIAL GREENWAY PROPERTY EXHIBIT
 INVER GROVE HEIGHTS, MINNESOTA





VETERANS MEMORIAL GREENWAY PROPERTY EXHIBIT
 INVER GROVE HEIGHTS, MINNESOTA



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

RESOLUTION NO. _____

**RESOLUTION APPROVING CONVEYANCE OF EASEMENTS TO DAKOTA
COUNTY OF VETERANS MEMORIAL GREENWAY**

WHEREAS, the City of Inver Grove Heights owns certain real property on which Dakota County has requested easements for the construction of the Veterans Memorial Greenway; and

WHEREAS, the City is authorized by statute to convey the requested easements to Dakota County.

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

1. Authorizes the conveyance of the following easements to Dakota County:

- a. Regional Greenway Trail Easement; and
- b. Regional Greenway Corridor Easement

and execution of the attached easement documents by the Mayor and City Clerk, subject to any minor revisions approved by the City Attorney.

2. If the County is able to shift the proposed trail alignment further to the east/northeast and away from the adjacent privately owned parcels in the Southern Lakes Neighborhood, the Council specifically authorizes revisions to Exhibits A and B of the Regional Greenway Corridor Easement as approved by the Parks and Recreation Director and City Attorney provided that such changes result in the shifting of the easement area and/or trail alignment to the east/northeast and away from the adjacent privately owned parcels located to the west of the City-owned parcel in the Southern Lakes Neighborhood.
3. Dispenses of the requirements of Minn. Stat. § 462.356, subd. 2 pursuant to a vote of at least 2/3 of the Council as it finds that that the proposed easement conveyance per this Resolution has no relationship to the comprehensive municipal plan.

Passed by the City Council of the City of Inver Grove Heights, Minnesota, the 28th day of April, 2025.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: Ordinance Amending the 2025 City Fee Schedule

MEETING DATE: April 28, 2025

ITEM TYPE: Regular Business

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to consider the attached Ordinance, amending the 2025 City Fee Schedule.

BACKGROUND

In 2024, the City Council began adopting the City Fee Schedule via Ordinance, rather than by Resolution, based on the recommendation of the City Attorney and City Administrator. At this time, several departments have identified the need to either add a fee or edit language within the Fee Schedule.

The Clerks Division has a need to update the Business Licensing section under Cannabis, to add the City Code location and the date of expiration.

The Parks and Recreation Department continues to explore ideas to increase memberships for the Veterans Memorial Community Center (VMCC). With the addition of our new Membership Specialist, Dana Lindsay, a new Student Summer Membership has been identified as an unmet need for local high school and college students. A Summer Student Membership will provide a safe, supportive space for students to stay active, engaged, and motivated. During the summer months, many students face a gap in structure, routine, and access to wellness resources. This membership will provide a cost-effective way for young people to exercise, try new programs, meet friends and continue to develop lifelong habits around fitness and health. By offering a budget-friendly membership for students, the goal is to reduce barriers to participation, especially for college or high school students managing tight finances.

- Student Summer Membership - if approved by Council, would like to be effective May 1, 2025
- Program Description: Student Summer Membership Program to encourage youth fitness and wellness during summer break.
- Membership Options: • 3 Months for \$120.00 • 4 Months for \$150.00 • No enrollment fee
- Eligibility & Terms are available to new members only and must have valid Student ID required at sign-up. The sign-up period would be from May 1, 2025 – June 30, 2025.
- Program Conditions: To maintain the integrity and sustainability of this special offer is not eligible for guest passes or referral credit.

Lastly, the Police Department would like to start the fingerprinting service again.

- The proposed cost is \$35.00 for residents and \$45.00 for non-residents.
- The hours of operation will be Monday through Friday from 8:30 am to 4:00 pm, by appointment only.

FISCAL IMPACT

Additional revenue may be generated in the corresponding budgets as a result of the adoption of these fees.

RECOMMENDATION

Staff recommends adoption of the attached Ordinance, and requests Council consideration to waive the 3-reading rule in order that the student membership program proposed by the Parks & Recreation Department may begin in a timely manner. If the Council votes to waive the 3-reading rule and grant final approval to the attached Ordinance at this meeting, adoption of the attached Resolution of Summary Publication is also sought.

ATTACHMENTS

1. Ordinance Adopting 2025 Fee Schedule (Uncodified)
2. Summary Publication Resolution - 2025 Fee Schedule



City of Inver Grove Heights 2025 Fee Schedule



8150 Barbara Ave. ▪ Inver Grove Heights, MN 55077-3412
Telephone: 651-450-2500 ▪ Fax: 651-450-2502

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

Ordinance 2024-1497

AN ORDINANCE ADOPTING THE 2025 FEE SCHEDULE

The City Council of Inver Grove Heights hereby ordains the follows:

Section One. Adoption. The following fees and charges are hereby adopted:

Table of Contents

The following pages show the proposed 2025 fee schedule by department

<u>Category</u>	<u>License Type</u>	<u>Page</u>
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	Mapping and GIS Fees	1
Business Licenses		2 - 3
	Body Art and Tattoo Parlor License	2
	Business Subsidy Application	2
	Contractor License	2
	Gambling Premises Permit	2
	Kennel License	2
	Goat Grazing Permit	2
	Urban Chicken-Keeping License	2
	Hotel License	2
	Peddler Permit	2
	Solicitor Registration	2
	Road Use Permit	2
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	Trash Hauling License	2
	Vehicle Junkyard License	2
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	Cannabis Registration - (Micro, mezzo, retailer, medical, medical combination, or lower-potency hemp edible retailer)	3
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	Rental License	3
	Large Assembly Permit	3
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Administration			
Item Description	Code Section	License Period (if applicable)	2025 Fees
General fees for services			
			Black & White = \$0.25 per page Color = \$0.50 per page (2-sided copy = 2x fee) >100 pages = Staff Time + Copies
Copies (11 x 17 or less)			\$5 per page
Copies (Greater than 11 x 17)			
Returned check, ACH, credit, or debit card charge			\$30
Notary fee			\$5 per occurrence
Property assessment search			\$25
City code book			\$200
Mapping and GIS fees			
Letter (8.5" x 11")			\$5 + Shipping/Handling
Tabloid (11" x 17")			\$10 + Shipping/Handling
C-size (18" x 24")			\$15 + Shipping/Handling
D-size (24" x 36")			\$20 + Shipping/Handling
E-size (36" x 48")			\$25 + Shipping/Handling
Mailed in envelope (large maps folded):			
Letter or Tabloid			\$2 + Shipping/Handling
C (18" x 24") or D (24" x 36") size			\$3 + Shipping/Handling
E-size (36" x 48")			\$4 + Shipping/Handling
Mailed in Tube:			
Letter or Tabloid			\$3 + Shipping/Handling
C-size (18" x 24")			\$4 + Shipping/Handling
D-size (24" x 36")			\$5 + Shipping/Handling
E-size (36" x 48")			\$46 + Shipping/Handling
Other Methods:			
CD mailed			\$2 + Shipping/Handling
Custom map production using existing data			Subject to an hourly fee of \$50, half hour minimum, in addition to size-based map fee
Custom map production with data development			Subject to an hourly fee of \$100, half hour minimum, in addition to size-based map fee
Electronic data			Cost provided per request
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

Business Licenses

Item Description	Code Section	License Period (if applicable)	2025 Fees
Body art and tattoo parlor license			
Initial business license (Includes 1 Art technician)	4-9-1	May 1st	\$200
Initial business background investigation plus 1 Art technician	4-9-1		\$500
Additional artist background investigation	1-10-2B		\$175
Renewal background investigation	1-10-2B		\$75
Business Subsidy Application			
Application			\$5,000 + Escrow
Contractor license			
License	4-6-2	1 year	\$100
Gambling premises permit			
Permit	4-7-8		No charge
Initial business background investigation	4-7-8		\$250
Kennel license			
Commercial kennel	5-4-9	Every 2 years on Feb 28th	\$500
Non-commercial kennel	5-4-9	Every 2 years on Feb 28th	\$100
Goat grazing permit			
Permit	5-4-15	30 days, twice each calendar year	\$50 per permit
Urban chicken-keeping license			
License	5-4-2	Every 2 years on Feb 28th	\$25
Hotel License			
License	4/16/2003	January 1st	\$150
Peddler permit			
Permit	4-11-4	One Year From Date Issued	\$80
Background Investigation			\$100
Solicitor registration			
Registration	4-11-4 4-11-5	One Year From Date Issued	No charge
Therapeutic massage business license			
Business license (Includes 1 therapist)	4-8A-3	May 1st	\$200
Initial business background investigation (Includes 1 therapist)	4-8A-4		\$500
Renewal business background investigation			\$75
Therapeutic massage therapist license			
Initial license - each additional therapist			\$175
Renewal of license - each additional therapist	4-8-1H	May 1st	\$55
Therapist background investigation	4-8-1H		\$75
Trash hauling license			
Garbage collection	8-6-2	May 1st	\$200 or \$250 Dependent on offered services
Vehicle junkyard license			
License	4-5C-4	Annual	\$1,000
Pawnbroker license			
License	4-2-5	May 1st	\$8,000
Reseller transaction fee	4-2-10		\$2
Pawnbroker background investigation			
Initial background investigation for business plus 1 partner	4-1-9		\$500
Initial background investigation for each additional partner	4-1-9		\$175
Renewal background investigations			\$75 per business & each partner

Business Licenses (continued)		License Period	
Item Description	Code Section	(if applicable)	2025 Fees
Liquor license			
3.2 Liquor			
On-sale	4-1-10	January 1st	\$350
Off-sale	4-1-10	January 1st	\$100
Temporary on sale (includes Large Assembly)	4-1-10	Not to exceed 7 days	\$30
On-Sale (includes brew pub) - based on gross annual sales:			
\$0-\$250,000	4-1-10	January 1st	\$3,500
\$250,001 - \$500,000	4-1-10	January 1st	\$4,500
\$500,001 - \$1,000,000	4-1-10	January 1st	\$7,000
\$1,000,001 and above	4-1-10	January 1st	\$10,000
Sunday on-sale (brew pub)	4-1-10	January 1st	\$200
Sunday on-sale	4-1-10	January 1st	\$200
On-sale wine	4-1-10	January 1st	\$650
Special club on-sale	4-1-10	January 1st	\$225
Temporary on-sale	4-1-10	Not to exceed 4 days	\$30
Culinary class limited on-sale	4-1-10	January 1st	\$100
Off-sale	4-1-10	January 1st	\$200
Temporary off-sale wine	4-1-10	Not to exceed 3 days	\$25
Off-sale small brewer	4-1-10	January 1st	\$200
On-sale brew pub taproom with no intoxicating on-sale license	4-1-10	January 1st	\$500
One-day consumption and display permit	4-1-10	1 day	\$30
Consumption and display permit	4-1-10	April 1st	\$250
Liquor license background investigation			
Initial background investigation for business plus 1 partner	4-1-9		\$500
Initial background investigation for each additional partner	4-1-9		\$175
Renewal background investigation - includes compliance checks		January 1st	\$125 per business
Change of ownership, officers or operating/general manager		January 1st	\$250 per person
Cannabis Registration - (Micro, mezzo, retailer, medical, medical combination, or lower-potency hemp edible retailer)			
Micro, Mezzo, Retailer, or Medical Combination - Registration (initial)	4-4-7	January 1st	\$500 or half the amount of the applicable initial license fee under Minnesota Statutes, Section 342.11, whichever is less
Micro, Mezzo, Retailer, or Medical Combination - Registration (renewal)	4-4-7	January 1st	\$1,000 or half the amount of the applicable renewal license fee under Minnesota Statutes, Section 342.11,, whichever is less
Low Potency Hemp Edible Retailer (Initial or Renewal)	4-4-15	January 1st	\$125
Temporary Cannabis Event Permit	4-4-16	January 1st	\$30 plus escrow
Tobacco License			
License (initial & renewal)		January 1st	\$300
Initial background investigation for business plus 1 partner	4-1-9		\$500
Initial background investigation for each additional partner	4-1-9		\$175
Renewal background investigation - includes compliance checks		January 1st	\$125 per business
Change of ownership, officers or operating/general manager		January 1st	\$250 per person
Rental license			
Single-family, condominium unit, townhome unit	4-13-3	2 years	\$65
Duplex, triplex, fourplex, apartment buildings	4-13-3	2 years	\$165 per building + \$25 per unit
Background investigation	4-13-3	2 years	\$25 per license
Large assembly permit			
Initial application	4-14-1		\$30 + escrow

- Large Assemblies require use of Police services. See Police section of fee schedules for hourly rates.

Planning Fee Schedule			
Item Description	Code	Section	2025 Fees
Administrative Subdivision			\$200 Base Fee + \$25 GIS Fee per lot
Comprehensive Plan Amendment			\$500 Base Fee + \$50 GIS Fee per lot + \$2,500 Escrow*
Concept Plan Review			\$150 Base Fee + \$1,500 Escrow*
Conditional Use Permit (Multi-Family & Non-Residential)			\$500 Base Fee + \$52 Abstract Fee + \$6,000 Escrow*
Conditional Use Permit (Residential)			\$250 Base Fee + \$52 Abstract Fee + \$500 Escrow*
Conditional Use Permit - Amendment			\$150 Base Fee + \$52 Abstract Fee + \$1,000 Escrow*
Determination of Substantially Similar Use			\$200 Base Fee + \$200 Escrow*
Final Plat - (Multi-Family & Non-Residential)			\$500 Base Fee + \$52 Abstract Fee + \$100 GIS Fee per acre + \$6,000 Escrow*
Final Plat - (Residential)			\$500 Base Fee + \$52 Abstract Fee + \$25 GIS Fee per lot + \$6,000 Escrow*
Interim Use Permit			\$500 Base Fee + \$52 Abstract Fee + \$1,250 Escrow*
Major Site Plan Review			\$500 Base Fee + \$6,000 Escrow*
Non-Conforming Use Certificate			\$500 Base Fee + \$52 Abstract Fee + \$1,250 Escrow*
Northwest Area Environmental Studies Fee (Paid with Final Plat/PUD)			\$80 per gross acre
Northwest Area Sketch Plan Review			\$1,000 Escrow*
Planned Unit Development (PUD) - Preliminary			\$1,000 + plat fees + \$52 Abstract Fee + \$6,000 Escrow*
Planned Unit Development (PUD) - Final			\$500 Base Fee + \$52 Abstract Fee + \$6,000 Escrow*
Planned Unit Development (PUD) - Amendment			\$250 Base Fee + \$52 Abstract Fee + \$2,000 Escrow*
Preliminary Plat			\$500 Base Fee + \$5 per lot + \$6,000 Escrow*
Rezoning			\$500 Base Fee + \$50 GIS Fee + \$1,000 Escrow*
Street Dedication			\$150 Base Fee + \$52 Abstract Fee + \$50 GIS Fee + \$1,000 Escrow*
Street/Easement Vacation			\$150 Base Fee + \$52 Abstract Fee + \$50 GIS Fee + \$500 Escrow*
Variance (Non-Residential)			\$200 Base Fee + \$52 Abstract Fee + \$1,000 Escrow*
Variance (Residential)			\$200 Base Fee + \$52 Abstract Fee
Waiver of Plat			\$300 Base Fee + \$52 Abstract Fee + \$25 GIS Fee
Wetland Replacement Plan			\$200 Base Fee + \$100 GIS Fee per acre + \$2,500 Escrow*
Wetland Code Amendment			\$500 base Fee + \$1,000 Escrow*
Zoning Interpretation Appeal			\$500 base Fee + \$1,000 Escrow*

*The above escrow amounts represent the minimum deposit required. Additional escrow amounts may be required depending upon the size, complexity,

Police Department		License Period (if applicable)	2025 Fees
Item Description	Code Section		
General fees for services			
Records check for foster care or day care			\$20 per adult
Records check clearance letter (i.e. adoption, passport, etc.)			\$32
All other police reports, data, or accident reports (printed)			\$0.25 per page
• No charge to victim of domestic assault. Requests of 100 or more pages will be based on the actual cost of retrieving the data.			
Police officer and squad car off-duty charge			\$97 per hour
Audio/video/photographs			
Body worn camera			\$25 per clip or video
Squad camera			\$25 per clip or video
Audio, video, or photographs			\$25 per CD or DVD
Fingerprint Services			\$35 Residents/\$45 Non-Residents
Excessive Consumption of City Services			
Excess code inspections (4 or more)	4-15-7		\$250 per inspection
Excess police and/or nuisance calls	4-15-7		\$250 per inspection
Volunteer Surrender of Firearm by Civil Order			
Intake fee	MN Stat. 518B.01		\$50
Storage of firearm	MN Stat. 518B.01		\$0.50 per day
Firearm release	MN Stat. 518B.01		\$50
Abandoned firearm	MN Stat. 518B.01		Revenue minus costs
• Proceeds of sale, less actual disposal fees, returned to owner. If owner cannot be contacted remainder goes into the General Fund			
Animal Control			
Pound redemption fees			\$35
• Pet owner may be charged additional fees by the animal hospital that is contracted by the City of Inver Grove Heights prior to release to pet owner.			
Dog found unvaccinated	5-4-3		Misdemeanor
Dangerous dog hearing		Per hearing	\$150
Dangerous dog yard sign (required)	5-4-6		\$8
Dangerous dog tag (required)	5-4-6	Per dog	\$2
Appeal fees for dangerous dog declarations	5-4-6		\$150 - If designation is upheld, the fee shall be the actual expenses of the hearing, not to exceed \$1,000
Danergous dog registration		Annually; while dog resides in Inver Grove Heights	\$150
False Alarm Response Fees			
1st false alarm: Letter sent to home/business owner	5-3-4		Warning
2nd false alarm: Letter sent to home/business owner	5-3-4		Warning
3rd false alarm	5-3-4		\$100
4th false alarm	5-3-4		\$200
5th false alarm	5-3-4		\$300

Fire Permits			
Item Description	Code Section	License Period (if applicable)	2025 Fees
Fire permits			
Recreational fire	9-2-3		\$15 per fire
Permanent recreational fire ring	9-2-3		\$25
Disposal permit for trees, brush, grass and other vegetative matter for the development and maintenance of land and rights-of-way	7-3-7-3 7-3-7-5B		\$0.50 per cubic yard \$100 minimum
Open burning permit as defined by Minnesota rules related to open burning	9-2-3		\$25
Fire code operational permits	9-2-1		\$25 per permit Up to four permits per occupant within a business premise
Ventilation system cleaning permit			
Permit	Section 9-2-3		\$75

- See fire code permits under Building section

Building, Construction, Engineering, & Plan Review			
Item Description	Code Section	License Period (if applicable)	2025 Fees
Building permit valuation			Fee range
<\$1,000			\$1 to \$500, Minimum fee \$55;
\$1,001 - \$2,000			\$501 to \$2,000, \$55 for the first \$500 plus \$3.70 for each additional \$100 or fraction thereof, to and including \$2,000;
\$2,001 - \$25,000			\$2,001 to \$25,000, \$83.50 for the first \$2,000 plus \$16.55 for each additional \$1,000 or fraction thereof, to and including \$25,000;
\$25,001 - \$50,000			\$25,001 to \$50,000, \$464.15 for the first \$25,000 plus \$12 for each additional \$1,000 or fraction thereof, to and including \$50,000;
\$50,001 - \$100,000			\$50,001 to \$100,000, \$764.15 for the first \$50,000 plus \$8.45 for each additional \$1,000 or fraction thereof, to and including \$100,000;
\$100,001 - \$500,000			\$100,001 to \$500,000, \$1,186.65 for the first \$100,000 plus \$6.75 for each additional \$1,000 or fraction thereof, to and including \$500,000;
\$500,001 - \$1,000,000			\$500,001 to \$1,000,000, \$3,886.65 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000; and
> \$1,000,001			\$1,000,001 and up, \$6,636.65 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof.
Inspection fees			
Inspection Inspections - special request, re-inspections, stop work	3-4-2-1		\$105
Investigation - working without permits			Fee equal to permit value
Inspections outside of normal business hours when approved by the director	3-4-2-1		\$150 per hour
Inspection Card Replacement			\$25
Permit Renewal Fee / Expired Permit			50% of permit fee
Excess code inspections - 4 or more	4-15-1		\$250
Building permits			
Technology Fee			\$5.00 technology fee to be added to each permit issued
Plan review	3-4-2-1		65% of the building permit fee when determined by valuation
Plan review revision fee			additional plan review required by changes, additions, or revisions to approved plans (minimum charge one-half hour), \$63.25 per hour.
Accessory structure, garage, pole building, or shed	3-4-2-1		Based on valuation + plan review + state surcharge
Residential alteration or remodel	3-4-2-1		Based on valuation + plan review + state surcharge
Commercial alteration or remodel	3-4-2-1		Based on valuation + plan review + state surcharge
Alteration or remodel (multi-family)	3-4-2-1		Based on valuation + plan review + state surcharge
Basement finish	3-4-2-1		Based on valuation + plan review + state surcharge
Certificate of occupancy agreement	3-4-2-1		\$100
Cell tower	3-4-2-1		Based on valuation + plan review + state surcharge
Commercial building	3-4-2-1		Based on valuation + plan review + state surcharge
Decks	3-4-2-1		Based on valuation + plan review + state surcharge
Multi-family - 3 or more units	3-4-2-1		Based on valuation + plan review + state surcharge
Moving of buildings	3-4-2-1		\$300

Building Permits (continued)		License Period	
Item Description	Code Section	(if applicable)	2025 Fees
Porch-3 season, 4 season, or screened	3-4-2-1		Based on valuation + plan review + state surcharge
Retaining wall less than 4 feet	3-4-2-1		Based on valuation + plan review + state surcharge
Retaining wall 4 feet or greater	3-4-2-1		Based on valuation + plan review + state surcharge
Roofing commercial	3-4-2-1		Based on valuation + plan review + state surcharge
Roofing multi-family - 3 or more units	3-4-2-1		Based on valuation + plan review + state surcharge
Roofing single-family or duplex residential	3-4-2-1		Valuation < \$10,000 = \$135; Valuation >= \$10,000 and < \$15,000 = \$215; Valuation >= \$15,000 = \$295
SAC fee (sanitary sewer availability)	3-4-2-1		\$2,485
Siding single-family or duplex residential home	3-4-2-1		Based on valuation + plan review + state surcharge
Siding commercial	3-4-2-1		Based on valuation + plan review + state surcharge
Siding multi-family - 3 or more units	3-4-2-1		Based on valuation + plan review + state surcharge
Siding single-family or duplex residential	3-4-2-1		Valuation < \$10,000 = \$135; Valuation >= \$10,000 and < \$15,000 = \$215; Valuation >= \$15,000 = \$295
Solar array rooftop	3-4-2-1		Based on valuation + plan review + state surcharge
Solar array ground mount	3-4-2-1		Based on valuation + plan review + state surcharge
Window and/or door (egress or change in size)	3-4-2-1		Based on valuation + plan review + state surcharge
Window and/or door replacement (no change in size)	3-4-2-1		Valuation < \$10,000 = \$135; Valuation >= \$10,000 and < \$15,000 = \$215; Valuation >= \$15,000 = \$295
Demolition permit			
Demolition of accessory structures or pool	3-4-2-1		\$129
Demolition of commercial	3-4-2-1		\$129
Demolition of single-family	3-4-2-1		\$129
Demolition of manufactured home	3-4-2-1		\$129
Demolition of septic	3-4-2-1		\$129
Driveway permit			
Driveway - replacement, construction, or expansion	10-15-20.1		\$25
Fence permit			
Fence	3-4-2-1		\$50
Commercial or multi-family plan review	3-4-2-1		65% of 2% valuation

Building Permits (continued)		License Period	
Item Description	Code Section	(if applicable)	2025 Fees
Right of way management			
Right-of-way excavation permit- in roadway	7-2-1		\$200
<i>Surety required to ensure that the street is properly restored.</i>	7-2-3		\$5,000 Bond
Right-of-way utility permit - spot or linear installation	7-3-7		\$200 per 1,000 feet of utility installation; minimum \$200
<i>Surety required to ensure that the right-of-way is properly restored</i>	7-3-7-2	Annual	\$10,000 Bond per contractor Can be applied to multiple permits
Right-of-way obstruction permit - shoulder, lane, or sidewalk/trail closure	7-3-7		\$200
Overweight load permit	6-1-6		\$75 per load
<i>Surety may be required to ensure restoration of any road damage due to overweight loads</i>	6-1-6		Varies dependent on road rating, load weight, and quantity of loads. \$5,000 Bond when required
Fire code permit			
Automatic fire sprinkler system	3-4-2-1		Based on valuation + plan review + state surcharge
Fire alarm and detection systems and related equipment	3-4-2-1		Based on valuation + plan review + state surcharge
Automatic fire extinguishing systems	3-4-2-1		Based on valuation + plan review + state surcharge
Smoke control and exhaust systems	3-4-2-1		Based on valuation + plan review + state surcharge
Spraying or dipping tank, room or booth	3-4-2-1		Based on valuation + plan review + state surcharge
Other construction permits required by section 105.7 fire code	3-4-2-1		Based on valuation + plan review + state surcharge
Manufactured home permits			
New manufactured home installation	3-4-2-1		Based on valuation + plan review + state surcharge
Mechanical permit			
Air conditioner and/or furnace	3-4-2-1		\$102
Chimney	3-4-2-1		\$102
Ductwork and ventilation	3-4-2-1		\$102
Fireplace and gas appliances	3-4-2-1		\$102
Gas piping and air test	3-4-2-1		\$102
In-floor heating	3-4-2-1		\$102
Single-family new construction residential	3-4-2-1		\$154
Commercial and multi-family	3-4-2-1		\$99 Base Fee + 1.5% of valuation + PLAN REVIEW + State Surcharge
Commercial and multi-family plan review	3-4-2-1		65% of 1.5% valuation
On-site septic systems permit (includes site review)			
Single-family - new or replacement of existing	3-4-2-1		\$485 If new add \$1.00 state surcharge
Commercial systems less than 4,999 gallons per day	3-4-2-1		\$770 If new add \$1.00 state surcharge
Commercial systems more than 5,000 gallons per day	3-4-2-1		\$1545 If new add \$1.00 state surcharge
Tank replacement	3-4-2-1		\$268
Septic operator's permit	3-4-2-1	3 years	\$35

Building Permits (continued)		License Period	
Item Description	Code Section	(if applicable)	2025 Fees
Plumbing permit			
Single-family residential	3-4-2-1		\$154
Commercial or multi-family	3-4-2-1		\$99 Base fee + 1.5% of valuation
Plumbing installation or replacement of single fixture	3-4-2-1		\$102
PVB - Residential Lawn Irrigation	3-4-2-1		\$102
RPZ - Commercial or multi-family lawn irrigation	3-4-2-1		\$102
Sewer & water connection residential	3-4-2-1		\$144
Sewer & water connection commercial or multi-family	3-4-2-1		\$99 Base fee + 1.5% of valuation
Water heater replacement	3-4-2-1		\$80
Water softener replacement	3-4-2-1		\$80
Commercial and multi-family plan review	3-4-2-1		65% of 1.5% valuation
Pool permit			
Above-ground swimming pools (includes fence)	3-4-2-1		Based on valuation + plan review + state surcharge
In-ground swimming pools	3-4-2-1		Based on valuation + plan review + state surcharge
Sign and billboard permit			
Permanent business signs regardless of size	3-4-2-1		\$50
Billboards up to 100 square feet in area	3-4-2-1		\$200
Billboards over 100 sq ft	3-4-2-1		\$300
Temporary portable signs	3-4-2-1		\$15
Monument/pylon signs	3-4-2-1		Based on valuation + plan review + state surcharge
Utility connection fees			
Utilities - water core connection	3-4-2-2		See ordinance for fee structure
Utilities - sewer core connection	3-4-2-2		See ordinance for fee structure
Utilities - sewer connection	3-4-2-2		See ordinance for fee structure
Utilities - water connection unit	3-4-2-2		See ordinance for fee structure
Utilities - water treatment plant	3-4-2-2		See ordinance for fee structure
Utilities - Eagan utility	3-4-2-2		See ordinance for fee structure
Utilities - B-line connection charge	3-4-2-2		See ordinance for fee structure
Hydrant meters			
Hydrant, meter, or valve damage deposit	8-2-13	Annual	\$1,500
Daily hydrant or meter rental	8-2-13		\$4/Day + Cost of Water Used Minimum \$75

Building Permits (continued)		License Period	
Item Description	Code Section	(if applicable)	2025 Fees
Water meter fees			
3/4" Mag/Iperl meter	3-4-2-2		\$240.63
3/4" Mag/Iperl meter tax	3-4-2-2		\$17.15
1" Mag/Iperl meter	3-4-2-2		\$371.25
1" Mag/Iperl meter tax	3-4-2-2		\$26.45
1 1/2" Compound/Omni meter	3-4-2-2		\$2,213.75
1 1/2" Compound/Omni meter tax	3-4-2-2		\$157.73
1 1/2" Turbine/Omni meter	3-4-2-2		\$1,512.50
1 1/2" Turbine/Omni meter tax	3-4-2-2		\$107.77
2" Turbine/Omni meter	3-4-2-2		\$1,794.38
2" Turbine/Omni meter tax	3-4-2-2		\$127.85
2" Compound/Omni meter	3-4-2-2		\$2,557.50
2" Compound/Omni meter tax	3-4-2-2		\$182.22
3" Turbine/Omni meter	3-4-2-2		\$2,241.25
3" Turbine/Omni meter tax	3-4-2-2		\$159.69
3" Compound/Omni meter	3-4-2-2		\$3,231.25
3" Compound/Omni meter tax	3-4-2-2		\$230.23
4" Turbine/Omni meter	3-4-2-2		\$4,358.75
4" Turbine/Omni meter tax	3-4-2-2		\$310.56
4" Compound/Omni meter	3-4-2-2		\$5,623.75
4" Compound/Omni meter tax	3-4-2-2		\$400.69
Single port radio head	3-4-2-2		\$258.50
Single port radio head tax	3-4-2-2		\$18.42
Dual port radio head	3-4-2-2		\$299.75
Dual port radio head tax	3-4-2-2		\$21.36
Meter testing			
5/8" meter	8-2-9.F		\$146
3/4 " meter	8-2-9.F		\$146
1" meter	8-2-9.F		\$146
1.5" meter	8-2-9.F		\$182
2" meter	8-2-9.F		\$182
Compound meter	8-2-9.F		\$416
Service Charges			
Water shut-offs and turn-ons	8-2-11		\$50 per occurrence
Irrigation - on/off seasonal charge			\$50 per occurrence
Lien Certification - Administration Fee			8%
Lien Certification - Interest			8%
Zoning and regulations			
Nuisance abatement	5-9-6; 5-9-4 & 5-9-6		At Cost
Nuisance abatement - Administrative Fee	5-9-6; 5-9-4 & 5-9-6		\$50
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

Building Permits (continued)		License Period	
Item Description	Code Section	(if applicable)	2025 Fees
Land alteration permit			
Shoreland impact zones: 10 to 499 cubic yards (steep slopes)	10-13B-10		With building permit: no fee If no other permit: \$250
Shoreland impact zones: 50 to 499 cubic yards	10-13B-10		With building permit: no fee If no other permit: \$250
0 to 499 cubic yards	9-4-1-7		No fee, no permit required
500 up to 999 cubic yards	9-4-1-2		
	9-4-1-7		
	10-13J-5		\$400
1,000 up to 10,000 cubic yards	9-4-1-2		
	9-4-1-7		
	10-13J-5		\$900
10,000 up to 99,999 cubic yards	9-4-1-2		
	9-4-1-7		
	10-13J-5		\$5,000
100,000 cubic yards or more	9-4-1-2		
	9-4-1-7		
	10-13J-5		\$10,000
All land alteration permits over 500 cubic yards require a cash escrow or letter of credit surety, based on the area disturbed, to guarantee final restoration	9-4-1-6.E		\$5,000 per acre Minimum \$10,000
Renewal (extension) permit	9-4-1-9	Annual	\$100
Small wireless facility row permit			
Up to five (5) small wireless facilities	7-3-7-3		\$550
Additional small wireless facility	7-3-7-3		\$110
Small wireless facility annual rental	7-3-7-5	Annual	\$150 per wireless support structure
Permit surety escrow fee paid by tenant prior to approval of row permit	7-3-7-4		\$2,500
Small wireless facility electrical fee			
A. Per radio node less than or equal to 100 maximum watts	7-3-7-5	Annual	\$876
B. Per radio node over 100 maximum watts	7-3-7-5	Annual	\$2,184
C. Per radio node if the actual costs exceed the amount in item A. or B. above	7-3-7-5	Annual	Actual Cost
D. As agreed to by tenant and the city	7-3-7-5	Annual	Actual Cost

Parks and Recreation			
Park Usage	Frequency	2025 Resident Fees	2025 Non Resident Fees
Park rental			
Park shelters *excluding Swing Bridge Park & South Valley	5 hour block	\$75 + Damage deposit	\$95 + Damage deposit
Swing Bridge Park shelter	5 hour block	\$115 + Damage deposit	\$135 + Damage deposit
South Valley Shelter	5 hour block	175+Damage deposit	200 + Damage deposit
Park shelter damage deposit	Per rental	\$75	\$75
Additional trash barrels/picnic tables	Per day	\$52	\$62
Add portable restroom rental	Per day	\$85	\$95
Add portable restroom cleaning	Per unit	\$65	\$75
Add ADA portable restroom cleaning	Per unit	\$135	\$145
Neighborhood park or school athletic field	Per game/practice	\$45	\$55
Neighborhood park open green space	5 hour block	\$60	\$70
Outdoor ice rink			
Outdoor ice rink	Per hour	\$30	\$30
Outdoor ice rink w/ attendant	Per hour	\$40	\$40
Soccer/Football/Lacrosse fields			
Youth	Per game/practice	\$95	\$115
Adult	Per game/practice	\$110	\$130
Rich Valley Athletic Complex			
Baseball field			
Youth	Per game/practice	\$90/\$75	\$115/\$85
Adult	Per game/practice	\$105	\$125
Fall ball (Sept 1st-Oct 15th)	Per game	\$85	\$95
Youth tryouts	Per hour	\$45	\$55
Softball field			
Youth	Per game/practice	\$70	\$90
Adult	Per game/practice	\$80	\$100
Soccer field			
Youth	Per game/practice	\$95	\$115
Adult	Per game/practice	\$110	\$130
1/2 Field	Per game/practice	\$65	\$75
Inver Grove Heights Youth Athletic			
User fee	Per player/sport/season	\$20	\$27
Tournaments			
IGH association	Per field/per day	\$120	\$120
Youth baseball	Per game	\$100	\$125
Adult baseball	Per game	\$110	\$130
Youth softball	Per game	\$75	\$95
Adult softball	Per game	\$95	\$115
Cancellation fee within 14 days	Per field	\$100	\$100
Cancellation fee within 5 days	Per game	100%	100%
Tournament/game vendor			
Single day	Per day	\$75	\$85
Weekend (two days)	Per weekend	\$115	\$125
Concessions stand			
Weekend	Per weekend	\$285	\$300
Day	Per day	\$115	\$140

Park Usage (continued)		2025 Resident Fees	2025 Non Resident Fees
	Frequency		
Additional maintenance (staff, supplies equipment, etc.)			
Enhanced maintenance (1 staff member)	Per hour	\$40	\$50
Enhanced maintenance (team of 2)	Per hour	\$75	\$95
Enhanced maintenance (team of 3)	Per hour	\$100	\$120
Rich Valley lights	Per hour	\$50	\$70
Add chalk lines	Per park	\$25	\$35
Disc golf			
Annual pass	Annual	\$35	\$45
Daily pass	Per day	\$6	\$6
Weekday tournament	Per day	\$225	\$250
Weekend tournament	Per weekend	\$520	\$545
Dog park pass			
1st Dog	Annual	\$22	\$33
Each additional dog	Annual	\$17	\$28
Lost pass replacement	Each time	\$6	\$6
Pickleball court rental			
Each court	Per hour (up to 3 hours)	\$8	\$10
All courts	Per 2 hours	\$125	\$135
All courts	Per 4 hours	\$250	\$270
All courts	Per 8 hours	\$500	\$520
Tennis court rental			
Each court	Per hour	\$8	\$10
Mountain bike course rental			
Tournament	Per day	\$510	\$535
Community garden rental			
Garden plot	Per plot	\$36	\$36
Recreation Brochure Advertisement			
Digital Advertisements (color or grayscale,		2025 Fees	
1/4 page	Per advertisement		\$325
1/2 page	Per advertisement		\$625

Inver Wood Golf Course	Frequency	2025 Fees
Pull-cart rental		
Pull-cart rental	Per round	\$5
Golf car rental		
18 Holes	Per round	\$24
9 Holes	Per round	\$15.50
Executive	Per round	\$9
Twilight	Per round	\$18.50
Twilight - Executive	Per round	\$9
Driving range		
Large bucket	Per bucket	\$15
Medium bucket	Per bucket	\$12
Small bucket	Per bucket	\$9
Player's card		
Player's card - Resident	Per season	\$100
Player's card - Non-resident	Per season	\$120
Regular memberships		
Adult single - age 19 - 59	Annual	\$1,500
Adult couple - age 19 - 59 (Same household)	Annual	\$2,650
Senior single - age 60+	Annual	\$1,200
Junior - age 18 and under	Annual	\$600
• Regular Membership Includes Greens		
Platinum memberships		
Adult single - age 19 - 59	Annual	\$2,875
Adult couple - age 19 - 59 (same household)	Annual	\$4,250
Additional dependent - age 18 and under	Annual	\$275
• Platinum membership includes greens		
Restricted memberships		
Adult single - age 19 - 59	Annual	\$1,025
Adult couple - age 19 - 59	Annual	\$1,725
Additional dependent - age 18 and under	Annual	\$225

- Restricted membership includes greens

Inver Wood Golf Course (continued)		Frequency	2025 Fees
Daily Greens Fees			
Monday through Thursday: 7am - 5pm			
18 Holes green fees			
Adult - age 19 - 59	Per round		\$49
Senior - age 60+	Per round		\$35
Junior - age 18 and under	Per round		\$35
Player's card fee	Per round		\$42
9 Holes green fees			
Adult - age 19 - 59	Per round		\$27
Senior - age 60+	Per round		\$20
Junior - age 18 and under	Per round		\$20
Player's card fee	Per round		\$24
Executive Course			
Adult	Per round		\$21
Junior and senior	Per round		\$15
Player's card fee	Per round		\$17
Daily Green Fees			
Everyday: 5pm - Close/Twilight Play			
18 Holes green fees			
Adult - age 19 - 59	Per round		\$37
Senior - age 60+	Per round		\$25
Junior - age 18 and under	Per round		\$25
9 Holes green fees			
Adult - age 19 - 59	Per round		\$27
Senior - age 60+	Per round		\$20
Junior - age 18 and under	Per round		\$20
Player's card fees			
Player's card	Per round		\$30
Daily Green Fees			
Friday: Noon - 5pm, Saturday and Sunday:			
18 Holes green fees			
All ages	Per round		\$58
Player's card fee	Per round		\$49
9 Holes green fees			
All ages	Per round		\$38
Player's card fee	Per round		\$27
Executive green fees			
All ages	Per round		\$25
Player's card fee	Per round		\$21
Daily Greens Fees			
Saturday and Sunday: Noon - 5pm			
18 Holes			
Adult - age 19 - 59	Per round		\$49
Senior - age 60+	Per round		\$35
Junior - age 18 and Under	Per round		\$35
9 Holes			
Adult - age 19 - 59	Per round		\$27
Senior - age 60+	Per round		\$20
Junior - age 18 and under	Per round		\$20
Player's card			
18 Hole greens fee	Per round		\$42
9 Hole greens fee	Per round		\$24
Executive greens	Per round		\$17

Parks and Recreation Veteran's Memorial Community Center			
	Frequency	2025 Resident Fees	2025 Non-resident Fees
Membership enrollment			
Single - age 12-59	One-time	\$55	\$75
Senior - age 60+	One-time	\$55	\$75
Dual	One-time	\$55	\$75
Household - up to 6 people (2 adults + 4 dependants under age 26)	One-time	\$55	\$75
Summer Student	One-time	\$0	\$0
Annual membership			
Single - age 12-59	Annual	\$704	\$704
Senior - age 60+	Annual	\$561	\$561
Dual	Annual	\$918	\$918
Household - up to 6 people (2 adults + 4 dependants under age 26)	Annual	\$1,051	\$1,051
Monthly membership			
Single	Monthly		\$69
Dual	Monthly		\$90
Senior - age 60+	Monthly		\$55
Household - up to 6 people (2 adults + 4 dependants under age 26)	Monthly		\$103
Military Single - Active Duty or Veteran	Monthly	\$59	\$59
Military Senior - Active Duty or Veteran	Monthly	\$48	\$48
Military Dual - Active Duty or Veteran	Monthly	\$81	\$81
Military Household - Active Duty or Veteran	Monthly	\$91	\$91
Disabled Veteran Single	Monthly	\$34	\$34
Disabled Veteran Dual	Monthly	\$71	\$71
Disabled Veteran Household	Monthly	\$81	\$81
Summer Student - 3 month	One-time	\$120	\$120
Summer Student - 4 month	One-time	\$140	\$150
Membership adjustment			
Upgrade or downgrade	Per grade	\$15	\$15
On-Hold Fee	Monthly	\$15	\$15
Additional child	Monthly	\$15	\$15
Additional child	Annual	\$153	\$153
Caregiver added to household	Monthly	\$30	\$30
Caregiver added to household	Annual	\$325	\$325
Daily admission			
Youth - 11 & under	Daily	\$7	\$7
Senior - age 60+	Daily	\$7	\$7
Adult - age 12+	Daily	\$10	\$10
Group Aquatics Visit (Group of 20-30)	Discount Per person	-\$1.00 per person	-\$1.00 per person
Group Aquatics Visit (Group of 31-50)	Discount Per person	-\$1.50 per person	-\$1.50 per person
Group Aquatics Visit (Group of 50+)	Discount Per person	-\$2.00 per person	-\$2.00 per person
Daily admission add-ons			
Shower rental	Daily	\$6	\$6
Towel rental	Daily	\$3	\$3
Shower and towel rental with arena rental	Daily	\$3	\$3
Open gym			
Members	Daily	Free	Free
Non-members - individual - youth & senior	Daily	\$7	\$7
Non-members - individual - ages 12-59	Daily	\$10	\$10

Veteran's Memorial Community Center (continued)		2025 Resident Fees	2025 Non-resident Fees
	Frequency		
Open pickleball			
Members	Daily		Free
Non-members - individual - youth & senior	Daily		\$7
Non-Members - individual - ages 12-59	Daily		\$10
Open skate			
Open skate - members	Daily	Free	Free
Open skate - ages 12+	Daily	\$7	\$7
Daily admission - developmental ice	Daily	\$11	\$11
10-time pass - developmental ice	10 Visits	\$99	\$99
Open hockey	Daily	\$7	\$7
Skate rental	Daily	\$3	\$3
Room rental			
Gymnasium - athletic	Per hour	\$75	\$85
Gymnasium - special events and celebrations	Per hour	\$100	\$120
Gymnasium - wedding package	Per day	\$1,100 101 to 300 people	\$1,500 101 to 300 people
Gym damage deposit - Large special event	Per rental	\$500 Up to 300 people	\$500 Up to 300 people
Gym damage deposit - small special event	Per rental	\$100 Up to 100 people	\$100 Up to 300 people
Community room 1, 2, or 3	Per hour	\$60 Includes AV	\$70 Includes AV
Community room 2	Per hour	\$70 Includes AV and kitchen	\$80 includes AV and kitchen
Community room (combined 1 & 2)	Per hour	\$90 Includes AV and kitchen	\$100 includes AV & kitchen
National guard room A, B, C	Per hour	\$38	\$48
Legion room	Per hour	\$25	\$35
Poolside lobby room	Per hour	\$50	\$60
Brightside room	Per hour	\$42	\$52
Room damage deposit	Per rental	\$100	\$100
Room rental attendant	Per hour	\$50	\$50
Room Departure Late Fee	\$25 per 15 minutes	\$25 per 15 minutes	\$25 per 15 minutes
West rink - turf			
Prime rates (March - April)	Per hour	\$90	\$100
Non-prime rates (May - October)	Per hour	\$70	\$80
Child care			
Members	Per hour	Free	Free
Non-members childcare drop-in rate	Per hour	\$6 per child	\$6 per child
Employee childcare rate	Per hour	\$3 per child	\$3 per child
Party room rental - includes entry to water			
Daily - up to 20 people	Per use	\$275	\$275
Daily - 21 to 30 people	Per use	\$360	\$360
Additional Birthday Add On	Per person	\$7	\$7

Veteran's Memorial Community Center (continued)		2025 Resident Fees	2025 Non-resident Fees
Pool rental	Frequency		
Water park	Per hour	\$250	\$270 (2 hours minimum)
Water park - outside rental hours	Per hour	\$300	\$320 (2 hours minimum)
Lap pool	Per hour	\$90	\$90 (4 hours minimum)
Individual lane/person	Per hour	\$23	\$23
Diving well	Per hour	\$95	\$95
Swim event - lap and diving	Per hour	\$175	\$175
Aquatic staff fee - required based on facility rental	Per hour		
	Per lifeguard	\$27	\$27
Tournament/Game Vendor			
Daily	Per day	\$50	\$50
Weekend	Per weekend	\$75	\$75

- Alcohol is allowed in the **NG Gym** only but requires a City Police Officer. See Police section of fee schedule for hourly rates.
- All month-to-month members can receive a 15% discount off 12 months paid in full (fee listed reflects discount)
- Seasonal staff working at the VMCC are afforded free use of the facility during their employment this does not include their spouse or

Parks and Recreation			
VMCC Arena Ice Time			
October 1, 2024 - March 12, 2025			
Days and Time of Day	Designation	Mon - Fri	Sat - Sun
Monday - Friday	Prime 3:00 pm - 9:59 pm	\$235	
Monday - Friday	Non Prime Before 3:00 pm and after 10:00 pm	\$170	
Saturday and Sunday	Prime 7:00 am - 8:59 pm		\$235
Saturday and Sunday	Non Prime Before 7:00 am and after 9:00 pm		\$170
March 13, 2025 - September 30, 2025			
Days and Time of Day	Designation	Mon - Fri	Sat - Sun
Monday - Friday	Prime 5:00 pm - 8:59 pm	\$170	
Monday - Friday	Non Prime Before 5:00 pm and after 9:00 pm	\$155	
Saturday and Sunday	Prime 9:00 am - 7:59 pm		\$170
Saturday and Sunday	Non Prime Before 9:00 am and after 8:00 pm		\$155
October 1, 2025 - March 12, 2026			
Days and Time of Day	Designation	Mon - Fri	Sat - Sun
Monday - Friday	Prime 3:00 pm - 9:59 pm	\$240	
Monday - Friday	Non Prime Before 3:00 pm and after 10:00 pm	\$175	
Saturday and Sunday	Prime 7:00 am - 8:59 pm		\$240
Saturday and Sunday	Non Prime Before 7:00 am and after 9:00 pm		\$175
March 13, 2026 - September 30, 2026			
Days and Time of Day	Designation	Mon - Fri	Sat - Sun
Monday - Friday	Prime 5:00 pm - 8:59 pm	\$175	
Monday - Friday	Non Prime Before 5:00 pm and after 9:00 pm	\$160	
Saturday and Sunday	Prime 9:00 am - 7:59 pm		\$175
Saturday and Sunday	Non Prime Before 9:00 am and after 8:00 pm		\$160

- Certain restrictions apply to availability, reservations, and terms of usage.
- Fees do not include tax

Section Two. Fee Schedule. This Ordinance, and any subsequent amendments, shall be considered the City's Fee Schedule, and references to the fee schedule in the City Code shall refer to this Ordinance.

Section Three. Special Ordinance. Pursuant to City Code Section 1-2-6, this Ordinance is deemed to be a special ordinance and shall not be integrated into the existing Inver Grove Heights City Code, although it may, but is not required to be, included in an appendix to the City Code.

Section Four. Effective Date. This Ordinance shall become effective on January 1, 2025, following its passage and publication as provided by law.

Passed in regular session of the City Council on the ____day of _____, 2024.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Ordinance 1485

Section Two. Fee Schedule. This Ordinance, and any subsequent amendments, shall be considered the City's Fee Schedule, and references to the fee schedule in the City Code shall refer to this Ordinance.

Section Three. Special Ordinance. Pursuant to City Code Section 1-2-6, this Ordinance is deemed to be a special ordinance and shall not be integrated into the existing Inver Grove Heights City Code, although it may, but is not required to be, included in an appendix to the City Code.

Section Four. Effective Date. This Ordinance shall become effective on April 28, 2025, following its passage and publication as provided by law.

Passed in regular session of the City Council on the 28th day of April, 2025.

CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan
City Clerk

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

**A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE
NO. 1497, AN ORDINANCE AMENDING THE INVER GROVE HEIGHTS CITY CODE
RELATED TO THE 2025 FEE SCHEDULE**

WHEREAS, on April 28, 2025, the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1497, an ordinance Amending Various Provisions of the Inver Grove Heights City Code Related to the 2025 Fee Schedule.

WHEREAS, state law requires that all ordinances adopted be published prior to becoming effective; and

WHEREAS, pursuant to Minn. Stat. Sec. 412.191, subd. 4, the Council may, by a 4/5ths vote, direct that only the title and a summary of the ordinance be published; and

WHEREAS, the City Council for the City of Inver Grove Heights has reviewed the summary of Ordinance No. 1497 which is attached hereto as **Exhibit A**; and

WHEREAS, the City Council for the City of Inver Grove Heights has determined that publication of the title and a summary of Ordinance No. 1497 would clearly inform the public of the intent of the ordinance; and

WHEREAS, due to the length of Ordinance No. 1497, the City Council desires to publish a summary of the Ordinance.

NOW THEREFORE BE IT RESOLVED, by a vote of at least four-fifths of its members, that the City Council of the City of Inver Grove Heights hereby:

1. Approves the text of the summary of Ordinance No. 1497 attached as **Exhibit A** and authorizes the publication of the summary shown in **Exhibit A** in lieu of publication of the entirety of Ordinance No. 1497 in the City's official newspaper.
2. Directs the City Clerk to ensure that a full and complete printed copy of Ordinance No. 1497 is available for inspection during regular business hours at the office of the Inver Grove Heights City Clerk, by standard mail, or by electronic mail.

3. Directs the City Clerk to file the executed Ordinance No. 1497 upon the books and records of the City along with proof of publication.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 28th day of April, 2025.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk

(Published in the *Pioneer Press* on _____, 2025.)

EXHIBIT A

**SUMMARY PUBLICATION
ORDINANCE NO. 1497**

**A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE NO.
_____, AN ORDINANCE AMENDING THE INVER GROVE HEIGHTS CITY CODE RELATED TO
2025 FEE SCHEDULE**

On April 28, 2025, the City of Inver Grove Heights, Dakota County, Minnesota adopted Ordinance 1497, an ordinance Amending Various Provisions of the Inver Grove Heights City Code Related to the 2025 Fee Schedule.

Ordinance 1497 updates certain fees in the City Code to reflect the 2025 Fee Schedule.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1497, and it is directed that only the above title and summary of Ordinance No. 1497 conforming to Minn. Stat. Sec. 331A.01 be published, with the following:

NOTICE

A printed copy of the full text of Ordinance No. 1497 is available for public inspection by any person during regular office hours at the office of the Inver Grove Heights City Clerk, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, by standard mail, or by electronic mail, and at any other public location which the Council designates.



Request for Council Action

SUBJECT: **1st Reading of Ordinance Amending City Code Related to Temporary Expansion of Premise for On-Sale Liquor License Holders**

MEETING DATE: April 28, 2025

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to consider the first-reading of the attached Ordinance, which amends City Code to make it easier for on-sale liquor license holders to obtain a temporary expansion of their licensed premise.

BACKGROUND

Inver Grove Heights City Code Title 4, Chapter 1, Section 15 (C) currently provides a process for on-sale liquor license holders to temporarily expand their licensed premise, which is the area where alcohol may be sold. Some, but not all, of the City's on-sale liquor license holders utilize this provision so that they can serve alcohol outside their building - often in a tent or designated area of their parking lot - during special events. The current process requires a separate action of the Council for each and every occurrence and can be challenging for license holders to navigate if the opportunity for a special event comes up on short notice or needs to be rescheduled at the last minute due to bad weather, for example.

Therefore, staff was asked if a new process could be developed that would allow the Council to grant a high-level permission for these temporary premise expansions at the time the license holder completes the annual renewal of their on-sale liquor license, with review of the date-specific details handled at the staff level throughout the year.

The attached Ordinance is a first draft of such a process, presented for Council's review and consideration. Staff will present the Ordinance at the meeting and describe how the proposed new process would work in more detail. If the Council is supportive of this change, with or without amendments to the draft, staff would then notify all existing on-sale liquor license holders of the proposed Ordinance and specifically invite them to offer comment in advance of or at the time of the Ordinance's second reading.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends Council approval of the first reading of the attached Ordinance.

ATTACHMENTS

1. Ordinance Amending Temporary Premises Expansion (1st Reading April 28 2025)

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

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING INVER GROVE HEIGHTS CITY CODE
TITLE 4, CHAPTER 1, SECTION 15(C) REGARDING THE TEMPORARY EXPANSION OF
LICENSED PREMISES**

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

Section One. Amendment. Title 4, Chapter 1, Section 15(C), of the Inver Grove Heights City Code is hereby deleted in its entirety and replaced as follows:

4-1-15: BUILDING AND PREMISES:

C. Temporary Expansion Of Premises:

1. Temporary Expansion of Premises Permit: The Council may allow the temporary amendment of an existing on-sale intoxicating liquor license to allow the temporary expansion of a licensed premises by issuing a temporary expansion of premises permit to an existing on-sale liquor license holder to allow the sale and consumption of alcoholic beverages in a compact and contiguous area adjacent to the licensed premises. An applicant for or the holder of an on-sale intoxicating liquor license may apply for one Council-issued temporary expansion permit corresponding to the term of the on-sale intoxicating liquor license. Each Council-issued permit shall allow the temporary expansion of a licensed premises for up to ten (10) days per calendar year, subject to approval of each individual temporary expansion event by the Chief of Police.
2. Temporary Premises Expansion Permit Requirements: To obtain a temporary premises expansion permit from the City Council, the license holder or license applicant must submit a completed application form and all required attachments along with the required application fee to the City Clerk. Following review by city staff, the application shall be placed on the agenda for consideration by the City Council at a regular meeting of the Council.
3. Approval or Denial of Permit or Event Application: The Council may approve the temporary premises expansion permit if all of the following criteria are met:
 - a. The applicant has demonstrated that the proposed temporary expansion(s) will comply with all of the requirements listed in section XX for temporary premises expansion events.

- b. The issuance of the temporary premises expansion permit would not be detrimental to public health, safety, or welfare.

The Council may deny the application for a temporary expansion of premises permit if the expansion permit requirements above are not met.

The Police Chief may deny the application for an individual expansion event for a specific date or dates if the Temporary Expansion Event Authorization Application is incomplete, not submitted the required number of days in advance of the event, or if the information provided does not demonstrate that the proposed expansion event will comply with all requirements for an expansion event.

4. Individual Expansion Event Approvals:

- a. To utilize any of the up to ten calendar days per year allowed under the temporary premise expansion permit, the license holder must, at least 21 calendar days prior to the first proposed event of the year and at least 10 calendar days prior to any subsequent events in the same calendar year, submit a completed Temporary Event Expansion Authorization application containing the following information:
 - i. The date of the proposed temporary expansion, including the start and end time. In the case of outdoor events, up to two alternative dates - falling after the originally planned date - may be submitted, to account for rescheduling due to inclement weather or other similar circumstances.
 - ii. A site plan showing the licensed premises and the temporary expansion area, including temporary fencing or other demarcation of the limits of the expanded premises, as well as adequate emergency access to the temporary expansion area.
 - iii. A lighting plan for the temporary expansion area.
 - iv. A severe weather plan.
 - v. Expected maximum attendance for each specific temporary expansion date.
 - vi. Description of mechanisms in place to ensure no minors are served alcoholic beverages in the temporary expansion area.
 - vii. Description of steps to be taken to ensure compliance with the City's noise requirements, including prohibition on excessive noise.
 - viii. Proof of required liability insurance that includes the temporary expansion area as part of the licensed premises for insurance purposes.
 - ix. A parking plan demonstrating proof of adequate parking for the licensed premises and expansion area, including proof that the minimum parking requirements for the licensed business and expansion area are met on-site or are met via off-site or on-street in a manner that will not negatively impact neighboring businesses and residents.

- x. Proof that the license holder has the legal right to use the expansion area.

Affirmation that alcohol service hours for the temporary expansion area shall be the same or less than those for the licensed premises.

- b. No temporary expansion event may occur unless the Chief of Police has approved the specific temporary expansion event in writing prior to the start of the event.

- 5. Revocation of Temporary Expansion Permit: A temporary expansion permit may be revoked by the Council upon recommendation of the Chief of Police. At any time, the Chief of Police may recommend revocation of the temporary expansion permit for grounds including but not limited to failure to ensure that the temporary licensed premises expansions conform with the approved site plan; failure to comply with all alcohol related rules and regulations include services to minors; unexpected negative impacts on adjoining neighbors; repeated violations of the City's noise ordinance; excessive trash left behind or on adjacent property; or other harm to the public health and safety resulting from events held in conjunction with the temporary premises expansion(s). Revocation of a temporary premises expansion permit shall only occur after notice and an opportunity for the permit holder to be heard.

Section 2. Effective Date. This ordinance shall be effective upon its passage and publication.

Passed by the City Council of the City of Inver Grove Heights this ____ day of May, 2025.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk