



Inver Grove Heights City Council
Monday, June 23, 2025 at 6:00 PM
8150 Barbara Avenue, 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, June 23, 2025, will be provided to the Council at or before the June 23, 2025 meeting. The meeting may be viewed online at www.townsquare.tv/webstreaming or locally on Comcast Cable Channel 18/ 7989 HD.

NOTICE OF REMOTE ATTENDANCE: Councilmember T'Kach is expected to attend this meeting remotely.

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

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

- A. Approval of Minutes of the April 28, 2025, City Council Meeting
- B. Approval of Disbursements
- C. Personnel Actions
- D. Renewal of Union Cemetery Internment Contract
- E. Resolution Calling for a Public Hearing on the Issuance of Capital Improvement Bonds to Fund Construction of a New Central Maintenance Facility
- F. Resolution Electing to Confirm Statutory Tort Limits for Liability Insurance Purposes
- G. Adoption of Fair Housing Policy
- H. Rezoning, Variance and Waiver of Plat for 1120 Alaureate Court
- I. Resolution Authorizing Summary Publication of Ordinance No. 1499
- J. Resolution Authorizing Summary Publication for Ordinance No. 1503
- K. Resolution Authorizing Summary Publication of Ordinance No. 1504 and 1505
- L. 3rd Amendment to the Final Design Contract for City Project No. 2016-17 - 117th Street Reconstruction

- M. Resolutions Awarding Contract and Approving Budget for City Project No. 2025-09I - 2025 Ultra Thin Bonded Wear Course (UTBWC)
- N. Resolution Approving Joint Powers Agreement for City Project No. 2024-24 - Concord Blvd. Pedestrian Safety Improvements
- O. Authorization to Issue Request for Proposals for Janitorial Cleaning Services for City Facilities
- P. Authorization to Apply for COPS Grant for Police Department School Resource Officers
- Q. Authorization to Issue Request for Proposals for Civil Legal Services
- R. Adoption of Council Code of Conduct

6. **Public Hearing**

- A. Temporary Two-Day Liquor License & Exempt Gambling Permit for Church of St Patrick, 3535 72nd St E
- B. New Corporate Officer for Liquor License Holder American Multi-Cinema Inc (AMC) Theatres

7. **Regular Business**

- A. Rental Housing Licenses
- B. Closed Session to Consider the Purchase of Real Property
- C. Closed Session to Consider the Purchase of an Easement

8. **Public Comment**

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

9. **Mayor and Council Comments**

10. **Adjourn**

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

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, APRIL 28, 2025 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, April 28, 2025, in person. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

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

Staff In Attendance: City Administrator Wilson, City Attorney Nason, Community Development Director Ziemer, Parks and Recreation Director Lares, Police Chief Chiodo, and City Clerk Kiernan.

3. APPROVAL OF AGENDA:

Motion to add 7E - 80th Street Joint Powers Agreement with Dakota County and accept proposed Agenda by Murphy; second by T’Kach.

Ayes: 5

Nays: 0 Motion carried.

4. PRESENTATIONS:

5. CONSENT AGENDA:

- A.** Approval of Disbursements, **Resolution 2025-089**
- B.** Personnel Actions
- C.** Renewal of Advertising Bench Permits
- D.** Resolution Amending Technology Fund Budget to Extend Fiber Conduit to Groveland Park, **Resolution 2025-090**
- 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, **Resolution 2025-091**
- H.** Resolution Awarding Contract for Construction Support for 2025 Pavement Management Initiative (City Projects No. 2025-09D & 2025-09E), **Resolution 2025-092**
- I.** Resolution Awarding Contract for Construction Testing and Construction Survey Services for the 2025 Pavement Management Initiative (2025-09G), **Resolution 2025-093**
- J.** Resolution Amending the 2025 List of Authorized Official Depositories, **Resolution 2025-094**
- K.** Resolutions Accepting Bid, Awarding Contract and Approving Budgets for City Project No. 2210 - Heritage Village Park Phase 5, **Resolution 2025-095 & 2025-096**
- L.** Resolution Authorizing Memorandum of Understanding for SkillBridge Program, **Resolution 2025-097**
- M.** Approval of Rubbish Hauler License Renewals

Motion to approve Consent Agenda Items A through M by Gliva; second by Scales.

Ayes: 5**Nays: 0 Motion carried.****6. PUBLIC HEARINGS:****A. Application for Tobacco Retail Sales License – A&M Liquor (CHETAAYU, LLC)**

A new tobacco sales license application submitted by A & M Liquor, located at 5709 Carmen Avenue East, was reviewed by staff and deemed complete with no grounds for denial. Staff recommended conducting the public hearing and approving the tobacco license for A & M Liquor.

Motion to close Public Hearing by T’Kach, second by Gliva.**Ayes: 5****Nays: 0 Motion carried.****Motion to approve Tobacco License for A&M Liquor by Scales, second by Murphy.****Ayes: 5****Nays: 0 Motion carried.****B. Renewal of Body Art License,**

The body art license for MN Beauty Studios LLC, the only licensed body art establishment in Inver Grove Heights, is set to expire on May 1, 2025. The applicant submitted a complete renewal application on time; however, the results of the required background investigation were still pending. A public hearing notice was published in advance. Staff recommended that the Council open the public hearing and take any public testimony, then continue the hearing to the May 12 Council meeting. Additionally, staff advised adopting the resolution to extend MN Beauty Studios’ current license by 30 days, allowing time for the background check to be completed and a final determination to be made.

Motion to close Public Hearing by T’Kach, second by Murphy.**Ayes: 5****Nays: 0 Motion carried.****Motion to Continue the Public Hearing until May 12, 2025 and approve Resolution 2025-098 extending Body Art License for MN Beauty Studios for 30 Days (May 30, 2025) by Gliva, second by Scales.****Ayes: 5****Nays: 0 Motion carried.****C. License Renewals for Massage Therapy Businesses and Individual Massage Therapists**

City Code requires that both massage therapy businesses and individual massage therapists be licensed. Eight business licenses and fourteen therapist licenses were presented for renewal. Two businesses, each with a single therapist, did not submit their renewal materials by the deadline and will be brought forward at a future Council meeting. These businesses and therapists have been

notified that their licenses will lapse and that they are not permitted to provide massage services until the Council approves their renewals.

The eight massage therapy businesses recommended for renewal were: Enhance MD Body, Hair & Skin Clinic; Heaven Sent; Inver Grove Chiropractic; Massage by Mary; Mystic Moon Wellness; Oasis Massage Center; Onalos Massage; and Salon Fusion.

The fourteen individual massage therapists recommended included Helen Castillo-Delgado, Frances Diaz Meyer, Jeanne Fox, John Halloran, Jean Helfman, Beth Henning, Delaina Hinrichs, Pauline Johanik, Jessica Knox, Georgia Krause, Mary Lambert, Kevin Miner, Enrique Solano, and Jennifer Swenson.

Staff recommended that the Council hold the public hearing and approve the renewal of all eight business licenses and eleven individual therapist licenses as presented.

Motion to close Public Hearing by Murphy, second by T’Kach.

Ayes: 5

Nays: 0 Motion carried.

Motion to approve Massage Therapy Business and Individual Massage Therapist License Renewals by T’Kach, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

D. Therapeutic Massage Business License – Renewal Application from OyeSpa.

Chief Chiodo explained that the application process begins with submission to the City Clerk’s Office, where the application is first processed. It is then forwarded to the Police Department, where it is documented and initiated by the Police Records unit. An Accurant check and a criminal history check are conducted as part of the review. The application is then assigned to a Sworn Investigator who conducts checks with previous employers and references. If necessary, a follow-up investigation is completed. Once the investigation process is finished, a recommendation is forwarded to the Clerk’s office for further action.

Chief Chiodo referenced City Code, Title 4, Chapter 3, General Provisions, which states that it is unlawful for anyone to engage in any trade, profession, business or privilege in the City for which a license is required by any provision of this code without first obtaining a license from the City in the manner provided in this chapter (1974 Code 1005.01).

Chapter 4 of the Inver Grove Heights City Code outlines the General Penalty for violations. Section 1-4-1 states that any person who violates a provision of this code is guilty of a misdemeanor and, upon conviction, may be punished by a fine of not more than one thousand dollars (\$1,000.00), imprisonment for up to ninety (90) days, or both. Each act of violation and every day a violation occurs or continues is considered a separate violation (1974 Code 115.01; and 2008 Code). The penalty provided in this chapter applies to every section of the code as if it were part of each section (2008 Code). Additionally, Section 1-4-4 grants authority to licensed peace officers to issue citations for violations of state law and for violations of the City code.

According to Inver Grove Heights City Code, Title 4, Chapter 8, Section 4-8-1, the purpose of the massage therapy regulations is to prohibit the operation of massage businesses and the provision of massage services to the public unless the business and individuals are properly licensed as therapeutic massage businesses and massage therapists. These licensing requirements are intended to protect legitimate businesses, deter criminal activity, and safeguard the health and welfare of the community. The code also clarifies that the purpose is not to restrict or limit freedom of protected speech or expression.

A therapeutic massage business license is required 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. Additionally, it is unlawful for any individual to practice or provide massage services to the public for compensation within the City without first having obtained a personal massage therapist license from the City.

Both the business and individual therapist applications indicate that the licensing process may require up to 90 days for completion.

The Tennesen Warning included in the massage therapist application states that the applicant 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.

According to the application timeline, the application was received by the City Clerk's office on February 21, 2025. The applicant submitted missing materials by February 28, 2025, which triggered the start of the 90-day review period, ending May 29, 2025. The Police Department received the necessary records on March 5, 2025, and began criminal and Accurint checks on March 6, 2025. Employment and personal reference checks started on March 28, 2025. Verified criminal violations were found on April 3, 2025, under Police Department Case #25-000946. Based on these findings, Chief Chiodo submitted a recommendation for denial to the City Council on April 28.

The OyeSpa website continues to prominently display the option to schedule massage appointments with Mr. Murphy at OyeSpa.

Council Member Murphy asked for the date on which the website screenshot in the presentation was taken.

Chief Chiodo responded that the screenshot was taken on March 23, 2025.

Chief Chiodo recommended denial of the business license renewal for OyeSpa, as the business was found to have an unlicensed individual performing massage therapy services.

Mayor Dietrich thanked Chief Chiodo for thoroughly explaining the steps taken by the Police Department during the license application review process.

Mr. Hitesh Soneji, 7741 Amana Trail, acknowledged the concerns regarding Mr. Murphy's application and business license renewal, admitting it was a mistake to assume Mr. Murphy could begin practicing upon submitting his application and fees. He apologized for the error and emphasized Mr. Murphy's qualifications and commitment to serving the community. He also noted that delays in communication and processing contributed to the issue and assured the Council that internal measures have been implemented to prevent similar issues in the future.

He reaffirmed the business's commitment to complying with City ordinances and upholding the highest standards of integrity in its operations. He clarified that while Reiki was listed among the business's services, it is a non-regulated, non-touch practice, and all massage services were removed from the website once the licensing concerns were brought to their attention. Finally, he shared that the business has been operating for approximately five years, was entirely self-funded during challenging economic conditions, and remains dedicated to serving the community.

Council Member Murphy requested clarification on whether the business had been operating massage services for the past five years.

Mr. Soneji responded that the business has had numerous therapists go through the same process. He noted that many, or at least some, have withdrawn their applications because they were unable to wait the full 90-day period.

Council Member Murphy asked whether the other therapists employed by the business had displayed their licenses at the establishment.

Mr. Soneji replied that all licenses, including cosmetology, massage, and business licenses, were displayed at the establishment. He added that they also display board inspection reports, and any other reports received.

Council Member Murphy asked whether Mr. Murphy had a license available to display at the establishment.

Mr. Soneji responded that Mr. Murphy did not have a license to display, but he had applied, and the required fees had been paid. He acknowledged that an incorrect assumption had been made.

Mr. Iranna Sannuli, 7741 Amana Trail, explained that internal operational changes have been implemented to prevent unauthorized scheduling of massages, including system checks to block unqualified individuals. He acknowledged that the lapse in the application process occurred because not everyone was fully aware of the detailed requirements. Emphasizing that this was the first such incident in their five-year history, he respectfully asked the Council to reconsider their decision. He noted that massage services are a significant part of their revenue and that, despite challenges and limited occupancy, they remain committed to serving the community, supporting employee wellness, and continuing their work in the health and wellness field.

Motion to close Public Hearing by Gliva, second by T’Kach.

Ayes: 5

Nays: 0 Motion carried.

Council Member T’Kach asked, if the license is denied, when the applicant would be eligible to reapply.

Attorney Nason explained that the City Code does not specify a timeframe, so there is no set period for when a new business massage license application may be submitted.

Council Member Murphy noted that many massage businesses and therapists in the City follow the rules and work closely with the City Clerk and Police Department. He expressed concern that a business operating for five years, familiar with license requirements, would claim this was a one-time

mistake. He emphasized the need to follow the rules and added, in response to Councilor T’Kach’s question, that the business appears able to reapply at any time.

Motion to approve Resolution 2025-099 Denying Renewal of a Massage Business License Issued to OyeSpa by Murphy, second by T’Kach.

Ayes: 4

Nays: 1 (Gliva) Motion carried.

Council Member Gliva clarified that her opposition to the motion was not based on disagreement with the decision to deny the license renewal, but on the lack of clarity about when the applicant could reapply. While acknowledging a serious mistake occurred, she expressed concern about halting the process entirely without providing a clear path forward.

E. Consideration of Massage Therapist License – Sean Murphy.

Chief Chiodo explained that the information presented applies to both the individual therapist and business license applications. She noted that the individual had been performing massages without a valid license, including one instance where an officer received a massage during the investigation.

Chief Chiodo recommended denial of Sean Murphy’s individual massage therapist license based on the findings that he had been providing massage services without holding a valid license.

Mr. Sean Murphy, a resident at 421 VanBuren Avenue, Hopkins, stated that he recently moved to Minnesota from Florida, where he had been a licensed massage therapist since 2016 with no disciplinary history. He worked primarily in a physical therapy clinic and maintained his license throughout his time in practice.

He explained that he was unaware of Inver Grove Heights’ specific licensing requirements and mistakenly believed that submitting his application and paying the fees permitted him to begin working. He emphasized the violation was unintentional, apologized for the oversight, and noted that he only became aware of the issue after receiving the citation. He also mentioned that his application includes a letter of recommendation from his former long-term employer.

Mr. Soneji clarified that one of their massage therapists, Frances, whose individual license was approved, is currently employed at their business. He inquired how the denial of the business license would impact Frances’s ability to continue working.

Mr. Soneji stated that the denial of the business license seemed harsh for a first-time violation and suggested that a citation or penalty would have been more appropriate. He noted that licenses are typically issued within a month and believed delays on the City’s part contributed to the situation, along with their own mistaken assumption.

He acknowledged the error but emphasized that it was not solely due to their oversight. He concluded by stating they plan to reapply and asked the Council to consider these factors during the review of any future application.

Mayor Dietrich asked whether the 90-day waiting period would apply when he reapplies or for the other licensed therapist at the business.

Attorney Nason stated that she could not provide a definitive timeline but noted that the Police Chief had identified the key factors involved. Since staff recently reviewed the application, the process may be quicker. She deferred to staff for more specific guidance on future application timelines.

Administrator Wilson clarified that the license issued earlier for Frances is valid for employment at any currently licensed business in Inver Grove Heights. However, it is not valid for work at OyeSpa, as that business is not licensed based on the Council's most recent vote.

Mayor Dietrich asked if she was correct in stating that the business needs to reapply, and once that is approved, the individual therapist will not need to take any further action.

Administrator Wilson confirmed that is correct.

Mr. Soneji stated that the decision has a major impact on their business and highlighted the challenges small businesses face in such situations. He emphasized their dedication to their work and asked for clarification, noting his understanding that most of the review is complete and they are now waiting for a future City Council meeting for potential approval.

Mayor Dietrich stated that she could not provide a timeline, as the Police Department manages that portion of the process. Once the application is ready, it will be placed on the City Council agenda, but no specific date is available at this time.

Mr. Soneji stated that he was simply trying to understand if any additional steps are required, given their current level of investment.

Mayor Dietrich acknowledged the impact on the business and, noting their good standing, expressed confidence it will be resolved proficiently.

Mr. Soneji referred to the letter and presentation, noting it indicated that providing services without accepting payment might be allowed. He asked for clarification, stating they would be willing to forgo compensation temporarily to avoid losing clients.

Mayor Dietrich asked for clarification, confirming that Mr. Soneji wished to continue providing the service without accepting compensation.

Mr. Soneji confirmed that they would not charge the public for services and inquired whether this approach would be considered acceptable.

Mayor Dietrich stated that she would need to defer to the City Administrator on the matter and asked who could follow up with Mr. Soneji in a timely manner.

Administrator Wilson stated that the City Clerk would follow up with a response by the next day.

Motion to close Public Hearing by T’Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Motion to receive one public comment into record by Scales, second by Gliva.

Motion to approve Resolution 2025-100 Denying a Massage Therapist License to Sean Murphy by Gliva, second by T’Kach.

Ayes: 5

Nays: 0 Motion carried.

Mayor Dietrich stated that guidelines will likely need to be developed for handling similar situations in the future. She recommended the issue be reviewed by staff and brought back with a formal recommendation.

Council Member Gliva noted that the City has a structured process for handling alcohol violations and suggested exploring a similar framework for this type of situation. She encouraged the Council to consider the idea moving forward.

7. REGULAR BUSINESS:

A. Rental Housing Licenses

Director Ziemer presented the following rental housing licenses including 14 renewals and 3 new applications.

8812 Brunswick Path	1470 Upper 55 th Street East
8213 College Trail	3640 70 th Street East
6978 Delaney Avenue	4877 Bitterman Path
7324 Cahill Avenue	5437 Brewer Lane
7943 Charles Way	8302 Alverno Avenue
1730 Atwater Path	8800 Brunell Way
3085 Upper 76 th Street East	8852 Brunswick Path
3875 75 th Street East	9691 Cedarwood Court
4738 Barbara Avenue	

All applications have been reviewed by staff and found to meet the necessary requirements. Staff recommends approval of all licenses.

Council Member Murphy noted that of the 17 rental licenses up for approval, seven are for a company based in Tempe or Texas. He expressed concern that the company does not appear to offer affordable rent and is acquiring starter homes that local families depend on to build multi-generational wealth. He said he looks forward to future discussions on the issue.

Motion to Approve 17 Rental Licenses by Murphy, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

Mayor Dietrich asked Administrator Wilson if the rental housing license topic is scheduled for discussion at an upcoming work session.

Administrator Wilson responded that the rental housing license topic is not yet scheduled for a work session. She said staff will discuss it and include an estimated timeline for bringing it forward in the next update.

B. Conveyance of Easements to Dakota County for Veterans Memorial Greenway (Continued from April 14 Meeting).

Administrator Wilson stated that, at Dakota County's request, staff recommends continuing the item to the May 12 meeting. Residents previously engaged with the City were notified and informed of the new date.

Motion to Continue to May 12 Council meeting for Resolution 2025-101 approving Conveyance of Easements to Dakota County for Veterans Memorial Greenway by Gliva, second by T'Kach.

Ayes: 5

Nays: 0 Motion carried.

C. Ordinance Amending the 2025 City Fee Schedule

Clerk Kiernan presented an overview of proposed amendments to the 2025 City Fee Schedule, which was originally adopted by ordinance on November 25, 2024. She noted that, in accordance with City Code, ordinances typically require three readings unless the Council decides to waive this rule.

She explained that the proposed amendments address three specific areas. First, the Business Licensing section would be updated to reflect the inclusion of cannabis-related licensing, with adjustments related to code location and expiration dates. Second, a new student summer membership program would be added under Parks and Recreation. This program includes no enrollment fee and offers two pricing options: a three-month membership for \$120 or a four-month membership for \$150. Third, the Police Department's fingerprinting service fees would be revised to set the cost at \$35 for residents and \$45 for non-residents.

Staff recommends the Council consider waiving the three-reading rule to allow the Parks and Recreation Department's student membership program to begin in a timely manner. If the Council agrees to waive the rule and adopt the ordinance, approval of a resolution authorizing Summary Publication would also be required.

Motion to waive the 3-Reading Rule by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Motion to approve Ordinance 1497, Amending 2025 Fee Schedule, and Motion to approve Resolution 2025-102 Summary Publication of Ordinance 1497, Amending 2025 Fee Schedule by Murphy, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

D. 1st Reading of Ordinance Amending City Code Related to Temporary Expansion of Premise for On-Sale Liquor License Holders.

Administrator Wilson presented the first reading of an ordinance to repeal and replace Title 4, Chapter 1, Section 15(C) of the Inver Grove Heights City Code, which addresses temporary expansion of premises for on-sale liquor license holders.

She explained that each on-sale liquor license applies to a specifically defined area of the establishment where alcohol can be sold and consumed. This area must be compact and contiguous. Any expansion impacts various factors such as liability insurance, parking requirements, and utility charges. Businesses sometimes seek temporary expansions, often into parking lots, to

accommodate special events. The goal of the proposed ordinance is to streamline the process and make it more efficient for local businesses.

Businesses with an on-sale liquor license may apply for up to three temporary expansion permits per year, with each expansion limited to a maximum duration of two days. Each request must be presented to and approved by the City Council during one of the two regular monthly meetings. In most cases, businesses must also obtain a Large Assembly Permit in conjunction with the expansion request.

The proposed ordinance introduces a more efficient procedure beginning with City Council approval in concept, which would function as the issuance of a "punch card." This approval could occur during the annual liquor license renewal process or upon first request in a calendar year. Specific event details would then be reviewed and approved by staff, requiring submission 21 days before the first event of the year and 10 days in advance of subsequent events. The proposal increases the allowed number of expansions per year from three to ten and eliminates the need for a separate Large Assembly Permit. It also allows applicants to request two alternative rain dates as part of the initial approval.

For each event, license holders must provide the date, time, and estimated attendance. They must also submit proof of insurance and a site plan indicating the temporary expansion area, traffic flow and parking arrangements, and emergency access routes. Additional required details include lighting and noise control plans, a severe weather response plan, and measures to ensure that alcohol is not served to minors. Applicants can reuse previously submitted materials for similar events to streamline the application process.

Administrator Wilson noted several considerations related to the proposed process. Reducing the level of detail required at the time of Council review could limit opportunities for public or neighborhood input. While the base liquor license already undergoes a public hearing during application or renewal, the Council may need to decide whether a separate public hearing should be required for temporary expansion requests. Additionally, Administrator Wilson raised the question of whether allowing up to ten days of expansion per calendar year is consistent with the definition of "temporary" use.

The ordinance was presented for its first reading during this meeting, with Council members invited to ask questions and provide feedback. The second reading is scheduled for May 12, and advance notice will be sent to all current on-sale liquor license holders. The third and final reading is expected to take place on May 27.

The requested action was for the Council to move approval of the first reading of the ordinance as presented.

Mayor Dietrich asked how the businesses would be notified.

Administrator Wilson replied that a letter would be sent through U.S. mail.

Mayor Dietrich commented that she was unsure of the exact wording but believed the code uses a phrase like "contained and contiguous."

Administrator Wilson clarified that the correct term is "compact and contiguous."

Mayor Dietrich noted that the phrase has been unclear and open to interpretation and suggested refining it or using clearer language from another City's code to avoid future confusion.

Administrator Wilson added that “compact and contiguous” is defined in state statute and will need further clarification, especially regarding whether fencing or other boundary markers are required. She confirmed that staff will work on clarifying the language.

Mayor Dietrich agreed, stating that a clear definition would benefit residents, businesses, and Council members alike.

Mayor Dietrich asked whether the 10 days’ notice refers to business days or calendar days.

Administrator Wilson confirmed that the 10 days’ notice is calendar days and referenced Item 4A in the resolution included in the meeting packet.

Mayor Dietrich asked whether there is currently a permit fee for a large assembly.

Administrator Wilson confirmed that the current permit fee is \$30.

Council Member Scales expressed support for efforts to simplify processes and increase flexibility for businesses. While he did not have strong views on the 10-day notice period, he felt it was reasonable, especially for seasonal or outdoor operations. He emphasized that making it easier to do business in Inver Grove Heights is a positive step.

Council Member Murphy expressed support for the proposal, agreeing with both Council Member Scales and Mayor Dietrich. He asked for clarification regarding fencing, referencing Item 4A, Subsection 2, which mentions a site plan including temporary fencing or other demarcation. He inquired whether fencing is required.

Administrator Wilson responded that while fencing has traditionally been the standard for permanent outdoor patios, the current approach allows for alternative methods of demarcation. She explained that options such as stanchions with ropes, large planters with connecting ropes or tape, or monitored access points could be used to define the area. The key requirement is that there must be a clear and enforceable plan to ensure alcohol consumption remains within the designated space, beyond simply relying on a bartender’s observation.

Council Member Murphy suggested that, with Council approval, it might be helpful to include examples of acceptable forms of demarcation, such as stanchions or tape, to provide clarity.

Administrator Wilson responded that staff would work on incorporating those examples.

Council Member Murphy referenced Item 4A, Subsection 4, and asked about the requirement for a severe weather plan. He noted that while it appears to be a common requirement, it was new to him and asked whether businesses currently have such plans in place.

Administrator Wilson explained that the severe weather plan requirement is currently part of the large assembly permit process. When reviewing the ordinance to cover both situations, she consulted with the Police Chief, who confirmed that including a severe weather plan would be important. Administrator Wilson acknowledged she did not know the specific details of what a severe weather plan entails but offered to provide an example of one previously submitted and approved for reference at the next meeting.

Council Member Murphy asked if the severe weather plan should include a diagram and gave an example of limited indoor space during a storm, requesting clarification on what the plan should address.

Council Member Scales said he has completed similar plans elsewhere, which typically require identifying a nearby building where attendees can go during severe weather, especially if large outdoor crowds are involved.

Council Member Murphy noted that an inadequate severe weather plan could be a valid reason for denial and would undermine the intent of simplifying the process. He pointed out that exceeding a building's capacity during an emergency would make the plan ineffective.

Council Member Scales referenced how other City events manage severe weather and noted that organizers often monitor forecasts and cancel events in advance when needed. He suggested the City could adopt a similar strategy by closing events when severe weather warnings are issued.

Council Member Murphy agreed that the suggestion was reasonable and indicated that it would be helpful for the Council to obtain more information on the issue.

Council Member Murphy said the list of ten events initially seemed high, but he had no concerns with it. He suggested clarifying whether references to the Police Chief should include "or designee," noting the Chief may not always be available. He also raised concern about item 4B, stating the requirement for written approval from the Chief seemed strict without language specifying a timely submission from the business owner.

Administrator Wilson clarified that the intent was to avoid situations like a recent licensing case where someone believed they were approved simply by submitting a form and paying a fee. She explained that the goal is to make it clear that applicants must wait for a formal response before moving forward.

Mayor Dietrich asked if the language could be clarified further by including a specific timeframe or referencing the receipt of confirmation, leaving the exact wording to staff discretion.

Council Member T'Kach stated that the proposal is a positive step for the City and its businesses. She questioned whether the ten-day notice period is appropriate and asked if an appeal process is in place. Specifically, she inquired whether a business could appeal to the City Council if the Police Chief denies an application, pointing out that Section 1, Subsection 5 addresses revocation but not appeals. She recommended adding language to allow appeals, especially in cases where scheduling conflicts arise due to multiple events.

Administrator Wilson stated that staff will work on drafting a proposed framework for an appeal process.

Council Member Gliva asked whether applications for this new option would be handled separately from standard liquor license renewals. She inquired if there would be distinct applications, one for the regular liquor license and another with the punch card option, and whether there would be a difference in pricing for each.

Administrator Wilson explained that the punch card would function like the Sunday on sale license, as an add on to the base liquor license. Businesses would pay an additional fee, likely less than the Sunday license, since it offers fewer days. It would be included as a license descriptor during renewal or initial application. If a business did not apply initially but later wanted to, they could still come before the Council for approval. The goal is to help businesses plan during the typical license renewal period.

Council Member Gliva stated that she believes it would be appropriate to hold a public hearing on the matter, consistent with standard procedure. She added that if this becomes part of the annual licensing process, it should follow the same public hearing requirements.

Council Member T'Kach asked whether a public hearing would be held on each individual application or just on the ordinance itself.

Administrator Wilson clarified that the responsibility would fall to the City Council and that the Council would conduct the public hearing as part of the standard process.

Administrator Wilson stated that staff will work on making the necessary clarifications and identifying revised language. When the ordinance returns for a second reading, the Council can review those updates to ensure they align with the intended purpose. If the Council is comfortable with the current draft and wishes to keep the process moving forward, staff would appreciate a motion to approve the first reading of the ordinance so the schedule can continue as planned.

Motion to approve 1st Reading of Ordinance Amending City Code related to Temporary Expansion of Premise for On-Sale Liquor License Holders by Murphy, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

- E.** Resolution Approving an Amendment to the Joint Powers Agreement with Dakota County for Country Project 28-69 (City Project No. 2024-16) – 80th Street Trail Gap.

Council Member Scales stated that he would like to reconsider the motion to deny the resolution amending the Joint Powers Agreement with Dakota County for Project 28-69, the 80th Street Trail Gap. After further consideration and research, he believes the issue resulted from an individual error at the County and feels it is appropriate to proceed with the project in partnership with the County as is customary.

Mayor Dietrich stated that the City's cost would be \$77,304.

Motion to Reconsider the agenda item made on April 14th meeting by Scales, second by Murphy.

Ayes: 5

Nays: 0 Motion carried.

Council Member Murphy agreed with Council Member Scales and noted that Public Works indicated they could find funding for the City's share of the Joint Powers Agreement. After further reflection, he stated that supporting the agreement is ultimately the right decision.

Council Member Gliva asked whether the Council could consider making a good faith effort by contributing half, given that this was an unplanned item.

Mayor Dietrich stated that \$38,652 would be her suggestion as well. She noted that in situations like this, a compromise is typically the most reasonable solution and recommended the Council consider a similar approach.

Council Member T'Kach stated that when considering the City's relationship with the County and the many requests made throughout the year, as well as the partnerships the City aims to maintain, she believed it would be appropriate to reverse the decision and contribute the City's fair share of the project. She supported contributing the full 15 percent, or \$77,304, noting that the funds are available in the Public Works budget. She added that doing so in good faith would help strengthen the City's relationship with the County and encouraged fellow Council members to support the full contribution.

Council Member Scales expressed support for contributing the full 15 percent. He noted the City likely would have supported the project regardless and that the issue was with the process, not the outcome. He acknowledged the County had addressed its internal missteps and hoped that, in the future, similar understanding would be extended to the City if it were to make a mistake.

Mayor Dietrich asked Attorney Nason to confirm that if the Council preferred an alternative version, the proper action would be to vote "nay."

Attorney Nason confirmed that was correct.

Council Member Murphy stated that he would support the \$77,304. He acknowledged that while it is a substantial sum, especially when it involves taxpayer dollars, it carries significant value for that area of the City and its park system.

Sandy Honerbrink, a resident at 2318 75th Street East, suggested that building only one sidewalk on the south side would save money. She questioned the safety argument about crossing near Cub Foods, noting pedestrians would still need to cross the multi-lane road at Concord. She also pointed out the added cost of cutting into the hill and said focusing on one sidewalk could save \$77,000.

D. Resolution Approving an Amendment to the Joint Powers Agreement with Dakota County for County Project 28-69 (City Project 2024-16) - 80th Street Trail Gap.

Motion to Deny approval of a Resolution to Amendment to the Joint Powers Agreement with Dakota County for County Project 28-69 (City Project 2024-16) - 80th Street Trail Gap by Murphy, second by Gliva.

Ayes: 2

Nays: 3 (Murphy, Scales, T'Kach)

Motion failed.

Motion to Approval of a Resolution to Amendment to the Joint Powers Agreement with Dakota County for County Project 28-69 (City Project 2024-16) - 80th Street Trail Gap by T'Kach, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

8. PUBLIC COMMENT:

Jody Jackson, owner of Universal Massage & Body Works, explained that although she resides in West St. Paul, she has operated her business in Inver Grove Heights since September 2023. She acknowledged missing the license renewal deadline, submitting her paperwork on April 18, which will likely result in a temporary business closure from May 1 to May 12. While not seeking an exception, she noted that the renewal process is burdensome, particularly for businesses with a strong licensing history, and encouraged streamlining the process for returning applicants.

Mayor Dietrich asked Clerk Kiernan if Ms. Jackson was already in the licensing process. Clerk Kiernan confirmed that she is.

Sandy Honerbrink, a resident at 2318 75th Street East, thanked the Council and expressed appreciation for those who attended the recent event opposing state zoning legislation. She voiced concern that such legislation would strip the City of its unique character. She urged the Council to

audit expenses, question developments, and support election reforms proposed by President Donald Trump, including hand counting, voter ID, and watermark ballots. She asked the Council to engage more directly with residents and advocate for election security and local control.

Donald Honerbrink a resident at 2318 75th Street East, asked the Council to consider removing fluoride from the City's water supply, referencing health concerns and recent proposals by Robert F. Kennedy Jr. and lawmakers in Utah and Minnesota. He encouraged the City to lead the way in ending fluoride use. He also asked whether development proposals include long-term maintenance plans and expressed concerns about the cost and staffing of a proposed public shooting range, suggesting shared use with nearby cities.

Mayor Dietrich stated that she would follow up with the Public Works Director regarding the fluoride in the water and report back on the matter. Administrator Wilson stated that the Public Works Director would provide additional information but clarified that Minnesota Statute 144.145 mandates fluoride be added to all municipal water supplies unless natural levels already meet the required concentration. She confirmed that Inver Grove Heights is fully compliant with current state law. She added that the items referenced are only proposed legislation and have not been enacted, so the City must continue following existing state regulations, including maintaining fluoride levels as directed by the Minnesota Department of Health.

9. MAYOR AND COUNCIL COMMENTS

Mayor Dietrich announced that the City is in the final days of accepting applications for its three advisory commissions, with a deadline of May 1. She noted they are especially seeking applicants for the Environmental Advisory Commission and the Parks and Recreation Advisory Commission. More information and the application form are available on the City's website under the "Latest City News" section.

She also shared that Inver Grove Heights and South St. Paul are hosting their second annual prayer breakfast this Thursday, May 1, at 7:00 a.m. at Luther Memorial Church, 315 15th Avenue North, South St. Paul. Attendees can register in advance through the River Heights Vineyard Church website under events or simply attend without registering.

10.ADJOURN:

Motion to Adjourn at 7:37 p.m. by Gliva, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Tammy Greenlee



Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: June 23, 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 June 4 – 17, 2025.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of June 4 – 17, 2025. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$113,867.41
Special Revenue	259,771.70
Debt Service	-
Capital Projects	297,217.04
Enterprise	349,727.75
Internal Service	134,131.72
Escrows	12,383.75
Total - All Funds	\$1,167,099.37

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the disbursements as presented.

ATTACHMENTS

1. Resolution 06.23.2025
2. Disbursements Listing (6.4.2025 - 6.17.2025)

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

RESOLUTION NO. ____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF JUNE 4, 2025 -
JUNE 17, 2025.**

WHEREAS, a detailed listing of disbursements for the period of June 4, 2025 - June 17, 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	\$113,867.41
Special Revenue	259,771.70
Debt Service	-
Capital Projects	297,217.04
Enterprise	349,727.75
Internal Service	134,131.72
Escrows	12,383.75
Total - All Funds	\$1,167,099.37

Approved by the City of Inver Grove Heights, Minnesota this 23rd day of June 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Payment Dates 6/4/2025 - 6/17/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
MN DEPT OF LABOR & INDUS...	6/4/2025	06/04/2025	Surcharge 5.2025	101.0000.000.2207	3,864.39
MN DEPT OF LABOR & INDUS...	6/4/2025	06/04/2025	Surcharge 5.2025 - Amount Re...	101.0000.000.4300	-77.29
CULLIGAN	157985524824X053125	06/05/2025	RV bottled water	101.4200.000.5190	20.25
CULLIGAN	157985524824X053125	06/05/2025	RV bottled water tank rent	101.4200.000.5430	11.30
MINNESOTA/WISCONSIN PLA...	2025159	06/05/2025	liners for replacement trash c...	101.4200.000.5125	1,005.48
MINNESOTA/WISCONSIN PLA...	2025159	06/05/2025	replacement trash cans	101.4200.000.5190	9,237.94
PINE BEND PAVING, INC.	250925	06/05/2025	Asphalt for patching	101.3200.000.5125	3,866.57
PINE BEND PAVING, INC.	250966	06/05/2025	Asphalt mix for patching	101.3200.000.5125	1,666.29
SMOOT ENTERPRISES ADVAN...	27807	06/05/2025	Shirts, hoodies & hats	101.3200.000.5175	1,827.68
SMOOT ENTERPRISES ADVAN...	28132	06/05/2025	T-shirts	101.3200.000.5175	238.50
MN GLOVE & SAFETY, INC.	352297	06/05/2025	Ear plugs	101.3200.000.5175	29.95
VERIFIED HOLDINGS, LLC	363631	06/05/2025	Pre-employment background ...	101.1120.000.5310	1,080.50
GOPHER LAWN AND SNOW S...	4006	06/05/2025	cemetery mowing	101.4200.000.5310	270.00
GOPHER LAWN AND SNOW S...	4007	06/05/2025	ditch mowing	101.4200.000.5310	260.00
TOTAL CONSTRUCTION & EQU...	42874	06/05/2025	ceiling cord repair at Station 3...	101.2200.000.5400	1,487.11
AMERICAN LEGAL PUBLISHING...	43009	06/05/2025	Codification of 1486-1496	101.1140.000.5310	1,826.87
CENTURY LINK	5/19/2025	06/05/2025	phone line at station 1	101.2200.000.5320	53.76
SOCCER SHOTS	5/19/2025	06/05/2025	Soccer classes for preschool 4...	101.4300.454.5310	5,190.00
HOLMES DESIGN, INC.	5613	06/05/2025	Graphic design services (flyers...	101.4300.459.5310	1,120.00
HOLMES DESIGN, INC.	5615	06/05/2025	Graphic design services (flyers...	101.4300.459.5310	1,012.00
CENTRAL IRRIGATION SUPPLY, ..	65003597-00	06/05/2025	irrigation parts for repairs	101.4200.000.5400	189.00
BRYAN ROCK PRODUCTS	69215	06/05/2025	ag lime for ballfields	101.4200.000.5125	3,438.21
GMES LLC	7499997	06/05/2025	climbing harness and supplies	101.2200.000.5160	926.20
SHERWIN-WILLIAMS CO.	7607-2	06/05/2025	paint for shelter work	101.4200.000.5400	251.76
RATWIK, ROSZAK & MALONEY,...	79684	06/05/2025	Investigation (Fire Dept. 2025)...	101.1120.000.5310	440.00
DAJ ENTERPRISES LLC (ECO W...	8479	06/05/2025	fertilizer	101.4200.000.5135	5,248.00
CINTAS CORPORATION	9323432375	06/05/2025	RV AED agreement 5.2025	101.4200.000.5310	134.42
CDW GOVERNMENT INC	AD8PC1Q	06/05/2025	Apple Ipads (6)	101.2200.000.5160	1,717.86
CITY OF SAINT PAUL	IN62564	06/05/2025	Asphalt for patching	101.3200.000.5125	945.12
PIONEER ATHLETICS	INV-251790	06/05/2025	field marking paint	101.4200.000.5125	6,157.00
MN DEPT OF TRANSPORTATI...	P00019716	06/05/2025	MnDOT Signal Repair - Maint...	101.3200.000.5415	167.66
EMERGENCY TECHNICAL DEC...	00000459	06/12/2025	Bunker pants	101.2200.000.5175	30.00
EMERGENCY TECHNICAL DEC...	00000459	06/12/2025	fix suspender	101.2200.000.5310	7.00
BJORKLUND COMPENSATION ...	'00004726	06/12/2025	CD Coordinator Job Evaluation	101.1120.000.5310	150.00
HOSE / CONVEYORS INC	00114002	06/12/2025	hose for water truck	101.4200.000.5405	151.42
RACHEL ANDERSON KANGAS	'0036	06/12/2025	Lacrosse fundamentals - sessi...	101.4300.454.5310	200.00
RACHEL ANDERSON KANGAS	0037	06/12/2025	Lacrosse fundamentals - sessi...	101.4300.454.5310	520.00
TYLER TECHNOLOGIES, INC	025-513905	06/12/2025	UB Reporting: LH 5.29.2025	101.1800.000.5340	175.00
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	Amendment to Liquor Temp P...	101.1140.000.5330	18.15
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH: Oyespa Massage	101.1140.000.5330	22.00
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	Ord 1402 - Massage therapy s...	101.1140.000.5330	41.25
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	Ord 1498 - Temp Exp of Premi...	101.1140.000.5330	48.40
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH: IGH 25-15X	101.5100.000.5330	24.75
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH: IGH - 25-16X	101.5100.000.5330	24.20
BEACON ATHLETICS	0614568-IN	06/12/2025	youth pitching rubbers	101.4200.000.5190	177.00
GLOBAL INDUSTRIAL	123259020	06/12/2025	Flag-Payment Drop Box	101.1800.000.5190	23.09
RIVER HEIGHTS MARINA	12406	06/12/2025	Marina Electric 4.25 - 5.25.20...	101.2200.000.5355	2.00
EXPERT TREE SERVICE AND SC...	13054	06/12/2025	Tree maintenance - 3823 72nd..	101.3200.000.5415	2,550.00
EXPERT TREE SERVICE AND SC...	13055	06/12/2025	Tree maintenance - 70th St & ...	101.3200.000.5415	2,020.00
LOCAL GOVERNMENT INFOR...	136014	06/12/2025	S/A Software & Web Host-Qtr...	101.1800.000.5395	5,387.00
LOCAL GOVERNMENT INFOR...	136014	06/12/2025	Axon quarterly mobiles (PD, fi...	101.2000.000.5395	8,981.00
LOCAL GOVERNMENT INFOR...	136014	06/12/2025	Radio fee	101.2200.000.5310	848.00
UNIFIRST CORPORATION	1410147194	06/12/2025	Uniforms-Streets	101.3200.000.5175	63.19

Expense Approval Report

Payment Dates: 6/4/2025 - 6/17/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	1410147194	06/12/2025	Uniforms-Parks	101.4200.000.5175	31.91
UNIFIRST CORPORATION	1410148861	06/12/2025	Streets Uniforms	101.3200.000.5175	45.55
UNIFIRST CORPORATION	1410148861	06/12/2025	Parks Uniforms	101.4200.000.5175	29.36
CULLIGAN	157984591006X053125	06/12/2025	bottled water for Station 1	101.2200.000.5310	100.58
CULLIGAN	157986034674X053125	06/12/2025	bottled water for Station 2	101.2200.000.5310	175.13
EYEMED	166843636	06/12/2025	4.2025-5.2025 Retro Premium	101.0000.000.2018	9.30
EYEMED	166843636	06/12/2025	6.2025 Premium	101.0000.000.2018	296.16
MADISON NATIONAL LIFE INS...	1695306	06/12/2025	6.2025 Premium	101.0000.000.2026	4,418.42
LVC COMPANIES, INC.	171352	06/12/2025	security system at RV not work...	101.4200.000.5400	230.52
KENNEDY & GRAVEN	188023	06/12/2025	Dawnway Demolition Landfill	101.5100.000.5305	79.50
KENNEDY & GRAVEN	188023	06/12/2025	Buggy Car Wash	101.5100.000.5305	73.50
KENNEDY & GRAVEN	188023	06/12/2025	4805 Babcock Development	101.5100.000.5305	26.50
MOTIV EXCAVATING & SITE ...	2025-04-001	06/12/2025	Manhole adjustments and rep...	101.3200.000.5415	8,090.00
GERTENS	241439/12	06/12/2025	line chalk & pitching mound di...	101.4200.000.5125	1,242.50
PINE BEND PAVING, INC.	251049	06/12/2025	Blacktop for patching	101.3200.000.5125	4,711.44
DAKOTA AWARDS & ENGRAV...	29399	06/12/2025	Nameplate for Council Chamb...	101.5100.000.5105	17.00
DAKOTA AWARDS & ENGRAV...	29465	06/12/2025	PRAC commission name plates...	101.4200.000.5105	54.00
DAKOTA AWARDS & ENGRAV...	29465	06/12/2025	Nameplate for Planning Comm...	101.5100.000.5105	17.00
SOLBERG AGGREGATE CO	30676	06/12/2025	road maintenance gravel	101.3200.000.5125	624.85
M & J SERVICES, LLC	3087	06/12/2025	reset retaining wall block	101.3200.000.5415	750.00
MN GLOVE & SAFETY, INC.	352372	06/12/2025	Gloves & Pants	101.3200.000.5175	83.97
W L CONSTRUCTION SUPPLY, ...	35525	06/12/2025	diamond blade for saw	101.2200.000.5160	420.00
MN LIFE INSURANCE CO	47842361-00	06/12/2025	6.2025 Premium	101.0000.000.2022	4,391.78
PERA	5/22/2025	06/12/2025	PERA Omitted Deductions 20...	101.4300.453.5060	37.48
MN DEPT OF NATURAL RESO...	5/28/2025	06/12/2025	RV Underpaid Water Use - Pe...	101.4200.000.5335	383.24
KENISON, TERRI	5/31/2025	06/12/2025	Fire stations cleaning 5.2025	101.2200.000.5310	1,600.00
PETTY CASH	6/10/2025	06/12/2025	Increase City Hall Change Fund	101.1800.000.5490	1,620.00
MADDEN GALANTER HANSEN,...	6/3/2025	06/12/2025	Labor Relations Services 5.20...	101.1120.000.5305	855.00
HALE, WILLIAM	6/3/2025	06/12/2025	Music in the park performer	101.4300.453.5310	450.00
KROOG, RACHAEL	6/3/2025	06/12/2025	Music in the park performer	101.4300.453.5310	400.00
CAREY S. LANGER	6/9/2025	06/12/2025	Performer for Swing Bridge Li...	101.4300.459.5310	150.00
CENTRAL IRRIGATION SUPPLY, ..	65004532-00	06/12/2025	Couplings for irrigation repair	101.4200.000.5400	37.71
BRYAN ROCK PRODUCTS	69502	06/12/2025	diamond dirt	101.4200.000.5125	1,215.99
GERTENS	923422/1	06/12/2025	plant replacements for parks	101.4200.000.5190	256.00
SAFETYFIRST SPECIALTY CONT...	9830	06/12/2025	Groveland playground surfaci...	101.4200.000.5190	595.00
SAFETYFIRST SPECIALTY CONT...	9830	06/12/2025	Groveland raking/leveling	101.4200.000.5310	462.50
SAFETYFIRST SPECIALTY CONT...	9831	06/12/2025	misc parks safety surfacing	101.4200.000.5190	1,070.00
SAFETYFIRST SPECIALTY CONT...	9831	06/12/2025	misc parks raking/leveling	101.4200.000.5310	770.00
INNOVATIVE OFFICE SOLUTIO...	IN4833156	06/12/2025	Doorstops and Tape	101.4300.459.5105	57.24
INNOVATIVE OFFICE SOLUTIO...	IN4849408	06/12/2025	3 Hole Punch	101.4300.459.5105	18.91
INNOVATIVE OFFICE SOLUTIO...	IN4850561	06/12/2025	Adhesive Name Badges	101.4300.459.5105	37.89
MIP V ONION PARENT LLC	MP275880	06/12/2025	Park's port a potties 5.2025	101.4200.000.5430	2,861.50
Fund 101 - GENERAL FUND Total:					113,867.41

Fund: 201 - C.V.B. FUND

PERPLEBUNNY'S AXE HOUSE L...	100079	06/05/2025	2025 Midwest Major Sponsor...	201.5600.000.5330	500.00
LILLYANNA MILLER	5/20/2025	06/05/2025	Ink and air freshener plugins	201.5600.000.5105	115.04
LILLYANNA MILLER	5/20/2025	06/05/2025	Macbook casing	201.5600.000.5105	19.54
LILLYANNA MILLER	5/20/2025	06/05/2025	Food Reimb. - Business After ...	201.5600.000.5190	128.46
LILLYANNA MILLER	5/20/2025	06/05/2025	Google Workspace Reimburs...	201.5600.000.5335	14.40
CATHERINE PIEPER	9590	06/05/2025	Google & Facebook Ad Campa...	201.5600.000.5330	407.10
RIVER HEIGHTS CHAMBER OF ...	1022	06/12/2025	Monthly Office Rent 6.2025	201.5600.000.5430	600.00
RIVER HEIGHTS CHAMBER OF ...	1023	06/12/2025	Personnel Expenses (Incl. Reti...	201.5600.000.5310	6,633.13
RIVER HEIGHTS CHAMBER OF ...	1023	06/12/2025	Monthly Service contract 5.20...	201.5600.000.5310	300.00
RIVER HEIGHTS CHAMBER OF ...	1023	06/12/2025	CVB Healthcare reimburseme...	201.5600.000.5310	250.00
RIVER HEIGHTS CHAMBER OF ...	1023	06/12/2025	CVB Cell Phone Reimburseme...	201.5600.000.5320	75.00
Fund 201 - C.V.B. FUND Total:					9,042.67

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

TWIN SOURCE SUPPLY	00516767	06/05/2025	can liners, hand soap & paper ...	205.4420.000.5125	310.89
TWIN SOURCE SUPPLY	00516767	06/05/2025	can liners, hand soap & paper ...	205.4430.000.5125	207.26
TWIN SOURCE SUPPLY	00516767	06/05/2025	can liners, hand soap & paper ...	205.4440.000.5125	388.61

Expense Approval Report

Payment Dates: 6/4/2025 - 6/17/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TWIN SOURCE SUPPLY	00516767	06/05/2025	can liners, hand soap & paper ...	205.4450.481.5125	129.54
MEDPRO WASTE DISPOSAL, L...	1525131	06/05/2025	VMCC qtrly waste disposal	205.4410.470.5389	121.37
CULLIGAN	157011438908X053125	06/05/2025	softener salt	205.4420.000.5125	164.43
CULLIGAN	157011438908X053125	06/05/2025	softener salt	205.4430.000.5125	109.62
CULLIGAN	157011438908X053125	06/05/2025	softener salt	205.4440.000.5125	88.09
CULLIGAN	157011438908X053125	06/05/2025	softener salt	205.4450.481.5125	29.36
LVC COMPANIES, INC.	170511	06/05/2025	smoke detector in dehumidifi...	205.4440.000.5400	502.73
LVC COMPANIES, INC.	170511	06/05/2025	smoke detector in dehumidifi...	205.4450.481.5400	167.57
DANIEL BAUER - TRUE MECH...	2088	06/05/2025	AHU #2 repairs	205.4440.000.5400	262.50
DANIEL BAUER - TRUE MECH...	2088	06/05/2025	AHU #2 repairs	205.4450.481.5400	87.50
TOTAL CONSTRUCTION & EQU...	42915	06/05/2025	check control wires for handic...	205.4420.000.5400	178.00
TOTAL CONSTRUCTION & EQU...	42915	06/05/2025	check control wires for handic...	205.4430.000.5400	118.66
NNL NORTH	5/21/2025	06/05/2025	damage deposit refund	205.4450.481.4380	100.00
WALKER, URSULA	5/28/2025	06/05/2025	dissatisfied customer refund	205.0000.000.2205	1.28
WALKER, URSULA	5/28/2025	06/05/2025	dissatisfied customer refund	205.4410.000.4372	15.72
HOLMES DESIGN, INC.	5613	06/05/2025	Graphic design services (flyers...	205.4410.472.5310	1,680.00
HOLMES DESIGN, INC.	5615	06/05/2025	Graphic design services (flyers...	205.4410.472.5310	1,518.00
BECKER ARENA PRODUCTS, IN...	615708	06/05/2025	gate adjustment in rink	205.4440.000.5400	100.00
HAWKINS, INC.	7086645	06/05/2025	pool chemicals	205.4420.000.5135	162.24
CINTAS CORPORATION	9319158463	06/05/2025	AED agreement - VMCC 4.2025	205.4410.470.5310	537.68
CINTAS CORPORATION	9323434548	06/05/2025	VMCC AED agreement 5.2025	205.4410.470.5310	537.68
ASSA ABLOY ENTRANCE SYST...	SEI1867041	06/05/2025	repairs to handicap door at Gr...	205.4420.000.5400	1,148.86
ASSA ABLOY ENTRANCE SYST...	SEI1867041	06/05/2025	repairs to handicap door at Gr...	205.4430.000.5400	765.91
CINTAS CORPORATION	20412762	06/12/2025	lobby mats	205.4420.000.5430	187.45
CINTAS CORPORATION	20412762	06/12/2025	lobby mats	205.4430.000.5430	124.96
CINTAS CORPORATION	20412762	06/12/2025	lobby mats	205.4440.000.5430	100.42
CINTAS CORPORATION	20412762	06/12/2025	lobby mats	205.4450.481.5430	33.47
DANIEL BAUER - TRUE MECH...	2096	06/12/2025	5.2025 boiler checks	205.4420.000.5310	243.00
DANIEL BAUER - TRUE MECH...	2096	06/12/2025	5.2025 boiler checks	205.4430.000.5310	162.00
AMERICAN RED CROSS	22849316	06/12/2025	Lifeguarding certification class	205.4420.000.5335	225.00
AMERICAN RED CROSS	22849316	06/12/2025	Lifeguarding Certification Class...	205.4420.000.5335	225.00
TAHO SPORTSWEAR	25TS02293	06/12/2025	Fitness Challenge T-shirt prizes	205.4430.000.5190	254.80
DAKOTA AWARDS & ENGRAV...	29465	06/12/2025	Dana Lindsey name badge	205.4410.471.5105	10.00
DAKOTA AWARDS & ENGRAV...	29465	06/12/2025	Teri York name badge	205.4430.000.5105	10.00
PERFECTION PLUS, INC	315992	06/12/2025	Cleaning svcs 6.2025	205.4410.470.5310	691.28
PERFECTION PLUS, INC	315992	06/12/2025	Cleaning svcs 6.2025	205.4420.000.5310	3,110.71
PERFECTION PLUS, INC	315992	06/12/2025	Cleaning svcs 6.2025	205.4430.000.5310	3,110.71
DANNY'S WINDOWS, INC.	425	06/12/2025	window cleaning & pressure ...	205.4420.000.5310	2,701.86
DANNY'S WINDOWS, INC.	425	06/12/2025	window cleaning	205.4430.000.5310	1,801.24
DANNY'S WINDOWS, INC.	425	06/12/2025	window cleaning	205.4440.000.5310	1,447.42
DANNY'S WINDOWS, INC.	425	06/12/2025	window cleaning	205.4450.481.5310	482.48
IGH NATIONAL GUARD ARMO...	5/1/2025	06/12/2025	2025 annual lease payment	205.4450.481.5430	12,000.00
PERA	5/22/2025	06/12/2025	PERA Omitted Deductions 20...	205.4420.000.5060	477.60
PERA	5/22/2025	06/12/2025	PERA Omitted Deductions 20...	205.4420.000.5060	168.61
PERA	5/22/2025	06/12/2025	PERA Omitted Deductions 20...	205.4420.000.5060	1,339.49
PERA	5/22/2025	06/12/2025	PERA Omitted Deductions 20...	205.4430.000.5060	476.22
PERA	5/22/2025	06/12/2025	PERA Omitted Deductions 20...	205.4430.000.5060	112.40
PERA	5/22/2025	06/12/2025	PERA Omitted Deductions 20...	205.4430.000.5060	20.05
PERA	5/22/2025	06/12/2025	PERA Omitted Deductions 20...	205.4440.000.5060	210.76
PERA	5/22/2025	06/12/2025	PERA Omitted Deductions 20...	205.4450.481.5060	70.25
CINTAS CORPORATION	5271426602	06/12/2025	CINTAS Cabinet Restock VMCC	205.4410.470.5190	182.78
HENDERSON, FALLON	6/4/2025	06/12/2025	room rental damage deposit r...	205.4450.481.4380	100.00
NASSEFF PLUMBING & HEATI...	67505	06/12/2025	RPZ testing - VMCC	205.4420.000.5310	298.50
NASSEFF PLUMBING & HEATI...	67505	06/12/2025	RPZ testing - VMCC	205.4430.000.5310	199.00
NASSEFF PLUMBING & HEATI...	67505	06/12/2025	RPZ testing - VMCC	205.4440.000.5310	373.13
NASSEFF PLUMBING & HEATI...	67505	06/12/2025	RPZ testing - VMCC	205.4450.481.5310	124.37
INNOVATIVE OFFICE SOLUTIO...	IN4833156	06/12/2025	Doorstops and Tape	205.4410.470.5105	85.86
INNOVATIVE OFFICE SOLUTIO...	IN4849395	06/12/2025	Nametags	205.4420.000.5105	63.42

Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:

40,657.74

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 206 - COMMUNITY CENTER-CAPITAL FUND					
RINK SYSTEMS, INC	I02020	06/12/2025	Skate Racks - 2024 CIP Carryo...	206.4410.470.5615	6,300.00
Fund 206 - COMMUNITY CENTER-CAPITAL FUND Total:					6,300.00
Fund: 220 - AFFORDABLE HOUSING FUND					
DAKOTA CTY COMM DEV AGE...	2025-1	06/12/2025	2024 Local Affordable Housing...	220.3000.000.5310	200,443.29
Fund 220 - AFFORDABLE HOUSING FUND Total:					200,443.29
Fund: 290 - EDA-OPERATING FUND					
KENNEDY & GRAVEN	188023	06/12/2025	EDA: Sale of Dickman Trail Pro...	290.5800.000.5305	1,261.75
KENNEDY & GRAVEN	188023	06/12/2025	2645 Boudreau Court Property...	290.5800.000.5305	781.75
KENNEDY & GRAVEN	188023	06/12/2025	EDA: Sale of Excess Golf Cours...	290.5800.000.5305	612.50
KENNEDY & GRAVEN	188024	06/12/2025	EDA Matters through 4.2025	290.5800.000.5305	672.00
Fund 290 - EDA-OPERATING FUND Total:					3,328.00
Fund: 401 - PARK CAPITAL IMPROVEMENT FUND					
BAUER SERVICES OF WELCH L...	05082025-7114	06/05/2025	restoration work at Groveland...	401.4210.000.5610	30,850.00
BAUER SERVICES OF WELCH L...	05082025-7115	06/05/2025	restoration work at Groveland...	401.4210.000.5610	24,952.00
M & J SERVICES, LLC	3083	06/05/2025	Re-grade of dugout & bleacher...	401.4210.000.5610	9,870.00
M & J SERVICES, LLC	3088	06/12/2025	final grade, compaction & con...	401.4210.000.5610	13,480.00
Fund 401 - PARK CAPITAL IMPROVEMENT FUND Total:					79,152.00
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
WSB & ASSOCIATES, INC.	R-023629-000-18	06/12/2025	HVP Phase V svcs 3.2025	402.4210.000.5310	17,836.00
WSB & ASSOCIATES, INC.	R-023629-000-19	06/12/2025	HVP Phase V svcs 4.2025	402.4210.000.5310	7,524.50
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					25,360.50
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
BITUMINOUS ROADWAYS, INC.	4/30/2025	06/05/2025	2025 PMI Construction	440.3210.000.5610	177,539.85
MEYER CONTRACTING, INC.	5/20/2025	06/05/2025	2309D Final Invoice	440.3210.000.5610	649.19
FARMERS UNION CENTRAL EX...	5/29/2025	06/06/2025	Temporary Easement Purchase	440.3210.000.5600	2,200.00
IGLESIA CEDROS DEL LIBANO, ...	5/29/2025	06/06/2025	Permanent Easement Purchas...	440.3210.000.5600	2,800.00
IGLESIA CEDROS DEL LIBANO, ...	5/29/2025	06/06/2025	Temporary Easement Purchas...	440.3210.000.5600	1,600.00
CHS	5/29/2025	06/06/2025	Temporary Easement Purchase	440.3210.000.5600	600.00
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH: 2026 PMI 2026-09I	440.3210.000.5330	269.50
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	Ad for Bid - 2025-09I UTBWC	440.3210.000.5330	82.50
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH: 2026 PMI 2026-09F	440.3210.000.5330	178.75
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH: 2026 PMI 2026-09G	440.3210.000.5330	192.50
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH: 2026 PMI 2026-09E	440.3210.000.5330	198.00
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH: 2026 PMI 2026-09L	440.3210.000.5330	250.25
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH: 2026 PMI 2026-09K	440.3210.000.5330	481.25
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH: 2026 PMI 2026-09J	440.3210.000.5330	434.50
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH: 2026 PMI 2026-09H	440.3210.000.5330	434.50
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH: 2026 PMI 2026-09D	440.3210.000.5330	288.75
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					188,199.54
Fund: 443 - TREE REPLACEMENT FUND					
G & M TREE MOVING INC	2619	06/05/2025	trees moved from nursery to ...	443.4210.000.5310	4,505.00
Fund 443 - TREE REPLACEMENT FUND Total:					4,505.00
Fund: 510 - WATER-OPERATING FUND					
KIMBALL MIDWEST	103384686	06/05/2025	Hydrant Bolts & Screws	510.7100.000.5150	568.00
KLM ENGINEERING INC	10807	06/05/2025	Light on Water Tower	510.7100.000.5400	12,347.50
TWIN CITIES SEWER & WATER,...	12642	06/05/2025	Curb Stop Service Repairs	510.7100.000.5415	6,000.00
CITY OF BLOOMINGTON	25001	06/05/2025	Bacteria Testing 4.2025	510.7100.000.5310	560.00
SHADES OF GREEN OUTDOOR ...	2521	06/05/2025	Lawn Services	510.7100.000.5310	1,950.00
MINNESOTA DEPARTMENT OF...	5/19/2025	06/05/2025	Water License	510.7100.000.5335	23.00
MINNESOTA DEPARTMENT OF...	5/30/2025	06/05/2025	2025 2nd Qtr Water Test Fee	510.0000.000.2207	21,309.00
HAWKINS, INC.	7074180	06/05/2025	Chemicals for water plant	510.7100.000.5135	2,019.20
LONE OAK COMPANIES	97030	06/05/2025	UB Insert-2024 Drinking Water...	510.7100.000.5310	39.63
LONE OAK COMPANIES	97030	06/05/2025	5.2025 UB Billing (50%)	510.7100.000.5310	379.84
USABBLUEBOOK	INV00727122	06/05/2025	WTP Chemical testing	510.7100.000.5310	1,928.32
CORE & MAIN LP	W997775	06/05/2025	Hydrant Parts	510.7100.000.5150	1,687.81
CORE & MAIN LP	W998133	06/05/2025	Hydrant Parts	510.7100.000.5150	2,648.85
CORE & MAIN LP	X043867	06/05/2025	Hydrant Parts	510.7100.000.5150	946.92

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CORE & MAIN LP	X070687	06/05/2025	Hydrant parts	510.7100.000.5150	2,044.32
SMOOT ENTERPRISES ADVAN...	28485	06/12/2025	Shirts (6) - Dave	510.7100.000.5175	72.00
GOPHER STATE ONE-CALL	5050494	06/12/2025	Locate Tickets	510.7100.000.5310	888.30
HAWKINS, INC.	7089329	06/12/2025	Water Plant Chemicals	510.7100.000.5135	25,667.51
CORE & MAIN LP	X077329	06/12/2025	Hydrant Parts	510.7100.000.5150	767.55
Fund 510 - WATER-OPERATING FUND Total:					81,847.75
Fund: 511 - WATER-CAPITAL FUND					
STANTEC CONSULTING SERVI...	2402772	06/05/2025	Water Plant Rehab Constructi...	511.7110.000.5310	20,092.00
Fund 511 - WATER-CAPITAL FUND Total:					20,092.00
Fund: 520 - SEWER-OPERATING FUND					
METROPOLITAN COUNCIL	0001188530	06/05/2025	MCES Sewer Charges	520.7200.000.5373	202,840.87
LONE OAK COMPANIES	97030	06/05/2025	5.2025 UB Billing (50%)	520.7200.000.5310	379.84
QUALITY FLOW SYSTEMS, INC.	48969	06/12/2025	lift station float	520.7200.000.5405	320.00
Fund 520 - SEWER-OPERATING FUND Total:					203,540.71
Fund: 521 - SEWER-CAPITAL FUND					
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	Ad for Bid 2025-08 San Sewer...	521.7210.000.5330	80.30
Fund 521 - SEWER-CAPITAL FUND Total:					80.30
Fund: 530 - STORMWATER-OPERATING FUND					
M & J SERVICES, LLC	3086	06/12/2025	Repair Storm Water Catch Bas...	530.7300.000.5420	885.00
MINNESOTA NATIVE LANDSC...	52104	06/12/2025	native plant plugs for mainten...	530.7300.000.5420	4,513.30
Fund 530 - STORMWATER-OPERATING FUND Total:					5,398.30
Fund: 531 - STORMWATER-CAPITAL FUND					
BARR ENGINEERING COMPANY	23191566.00-4	06/05/2025	Gisch Pond Final Design	531.7310.000.5310	1,872.00
BARR ENGINEERING COMPANY	23191566.00-4	06/05/2025	64th Street Outfall Final Design	531.7310.000.5310	4,008.00
Fund 531 - STORMWATER-CAPITAL FUND Total:					5,880.00
Fund: 550 - GOLF COURSE-OPERATING FUND					
YAMAHA GOLF & UTILITY, INC.	01-310134	06/05/2025	12v batteries to repair carts	550.7600.000.5405	470.15
YAMAHA GOLF & UTILITY, INC.	01-310228	06/05/2025	golf cart repairs	550.7600.000.5405	1,768.21
COLLEGE CITY BEVERAGE	1145754	06/05/2025	beer for resale	550.7600.000.5199	474.35
BREAKTHRU BEVERAGE MINN...	121634326	06/05/2025	beer for resale	550.7600.000.5199	286.00
BREAKTHRU BEVERAGE MINN...	121636662	06/05/2025	beer for resale	550.7600.000.5199	319.50
SHAMROCK GROUP	129-00269	06/05/2025	ice for bev resale	550.7600.000.5197	53.74
UNIFIRST CORPORATION	1410130033	06/05/2025	uniforms towels	550.7700.000.5175	45.49
UNIFIRST CORPORATION	1410145560	06/05/2025	mats & towels for club house	550.7600.000.5430	47.15
UNIFIRST CORPORATION	1410147203	06/05/2025	GC uniforms	550.7700.000.5175	37.70
MTI DISTRIBUTING CO	1466491-03	06/05/2025	equipment repairs	550.7700.000.5405	20.40
MTI DISTRIBUTING CO	1474623-00	06/05/2025	Axle, joint, controller, switch, ...	550.7700.000.5405	3,416.84
MTI DISTRIBUTING CO	1474757-00	06/05/2025	Control throttle & foot stop	550.7700.000.5405	136.97
PLUMBING RESTORATION AN...	2027077	06/05/2025	repairs to drinking fountain	550.7600.000.5400	765.94
MN GOLF ASSOCIATION, INC.	250642	06/05/2025	Golf Course Handicaps	550.7600.000.5488	7,770.00
SMOOT ENTERPRISES ADVAN...	28268	06/05/2025	Long sleeve hooded tees (6)	550.7700.000.5175	378.00
ARTISAN BEER COMPANY	3770256	06/05/2025	beer for resale	550.7600.000.5199	373.90
DENNY'S 5TH AVENUE BAKERY	48536	06/05/2025	breads for resale	550.7600.000.5197	75.17
DENNY'S 5TH AVENUE BAKERY	48581	06/05/2025	breads for resale	550.7600.000.5197	147.54
DENNY'S 5TH AVENUE BAKERY	48582	06/05/2025	breads for resale	550.7600.000.5197	112.90
DENNY'S 5TH AVENUE BAKERY	48583	06/05/2025	breads for resale	550.7600.000.5197	112.90
DENNY'S 5TH AVENUE BAKERY	48982	06/05/2025	breads for resale	550.7600.000.5197	138.88
DENNY'S 5TH AVENUE BAKERY	49088	06/05/2025	breads for resale	550.7600.000.5197	75.17
HEGGIES PIZZA	531029	06/05/2025	Pizzas for resale	550.7600.000.5197	96.85
ADIDAS AMERICA INC.	6163342229	06/05/2025	clubs for resale	550.7600.000.5195	152.18
PHILLIPS WINE & SPIRITS	6982668	06/05/2025	alcohol for resale	550.7600.000.5199	209.45
PHILLIPS WINE & SPIRITS	6985430	06/05/2025	alcohol for resale	550.7600.000.5199	376.11
PERFORMANCE FOOD GROUP ...	76227886	06/05/2025	can liners	550.7600.000.5125	45.11
PERFORMANCE FOOD GROUP ...	76227886	06/05/2025	food, bev and supplies for res...	550.7600.000.5197	381.02
SHAMROCK GROUP	80-00390	06/05/2025	ice for bev resale	550.7600.000.5197	134.12
TITLEIST	920608311	06/05/2025	clubs & balls for resale	550.7600.000.5195	2,664.84
CINTAS CORPORATION	9323434205	06/05/2025	GC AED agreement 5.2025	550.7600.000.5310	216.25
MANSFIELD SERVICE PARTNE...	IN-00205836	06/05/2025	fuel for golf carts	550.7600.000.5130	974.18

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ARAMARK REFRESHMENT SER...	0606066456	06/12/2025	coffee for resale	550.7600.000.5197	359.47
COLLEGE CITY BEVERAGE	1148199	06/12/2025	beer for resale	550.7600.000.5199	369.45
COLLEGE CITY BEVERAGE	1150542	06/12/2025	alcohol for resale	550.7600.000.5199	415.65
BREAKTHRU BEVERAGE MINN...	121748212	06/12/2025	beer for resale	550.7600.000.5199	541.70
SHAMROCK GROUP	129-00321	06/12/2025	ice for bev resale	550.7600.000.5197	119.35
UNIFIRST CORPORATION	14100147203	06/12/2025	GC uniforms and towels	550.7700.000.5175	37.70
UNIFIRST CORPORATION	1410133147B	06/12/2025	GC lobby mats	550.7600.000.5430	21.63
MTI DISTRIBUTING CO	1471531-00	06/12/2025	Welded risers for equipment r...	550.7700.000.5405	81.28
MTI DISTRIBUTING CO	1474623-01	06/12/2025	Axle, bolts & bearings for equi...	550.7700.000.5405	3.61
MTI DISTRIBUTING CO	1474757-01	06/12/2025	Spacers, screws, washers & br...	550.7700.000.5405	102.60
MTI DISTRIBUTING CO	1475181-00	06/12/2025	Carburetor for Toro Workman	550.7700.000.5405	1,668.02
MTI DISTRIBUTING CO	1475922-00	06/12/2025	Ball valve for sprayer repairs	550.7700.000.5405	205.52
MINNESOTA LIQUOR RETAILE...	2011115	06/12/2025	2025 membership dues	550.7600.000.5335	360.00
GERTENS	240954/D	06/12/2025	course mulch	550.7700.000.5125	605.19
ARTISAN BEER COMPANY	3771842	06/12/2025	beer for resale	550.7600.000.5199	433.90
PROTEIN PROVISIONERS, LLC	4025	06/12/2025	food for resale	550.7600.000.5197	64.29
M. AMUNDSON LLP	404131	06/12/2025	snacks for resale	550.7600.000.5197	574.40
COCA COLA BOTTLING COMP...	47298334016	06/12/2025	CO2 tank return	550.7600.000.5197	-130.00
COCA COLA BOTTLING COMP...	47298334017	06/12/2025	pop & water for resale	550.7600.000.5197	2,235.67
DENNY'S 5TH AVENUE BAKERY	49193	06/12/2025	bread for resale	550.7600.000.5197	112.90
DENNY'S 5TH AVENUE BAKERY	49372	06/12/2025	bread for resale	550.7600.000.5197	138.88
DENNY'S 5TH AVENUE BAKERY	49373	06/12/2025	bread for resale	550.7600.000.5197	112.90
DENNY'S 5TH AVENUE BAKERY	49374	06/12/2025	bread for resale	550.7600.000.5197	112.90
CINTAS CORPORATION	5273439906	06/12/2025	first aid supplies refill	550.7600.000.5190	56.82
MOR GOLF & UTILITY, INC.	53227	06/12/2025	Upper clevises for repairs	550.7700.000.5405	21.48
PHILLIPS WINE & SPIRITS	6986476	06/12/2025	alcohol for resale	550.7600.000.5199	82.19
PERFORMANCE FOOD GROUP ...	75953174	06/12/2025	refund for damaged food for r...	550.7600.000.5197	-67.85
PERFORMANCE FOOD GROUP ...	76029478	06/12/2025	food for resale	550.7600.000.5197	10.83
PERFORMANCE FOOD GROUP ...	76335530	06/12/2025	TP, paper towels & can liners	550.7600.000.5125	171.20
PERFORMANCE FOOD GROUP ...	76335530	06/12/2025	food & supplies for resale	550.7600.000.5197	1,242.50
PERFORMANCE FOOD GROUP ...	76335530	06/12/2025	cocoa & supply for bev resale	550.7600.000.5197	121.05
PERFORMANCE FOOD GROUP ...	76369740	06/12/2025	shorted delivery - food for res...	550.7600.000.5197	-38.18
SHAMROCK GROUP	80-00338	06/12/2025	ice for bev resale	550.7600.000.5197	162.86
SHAMROCK GROUP	80-00413	06/12/2025	ice for bev resale	550.7600.000.5197	153.28
SHAMROCK GROUP	80-00460	06/12/2025	ice for resale	550.7600.000.5197	148.49
Fund 550 - GOLF COURSE-OPERATING FUND Total:					32,888.69

Fund: 602 - RISK MANAGEMENT

RAMBAUM, SHANE	6/2/2025	06/05/2025	Employer Release-Rambaum	602.8200.000.5490	100.00
LEAGUE OF MN CITIES INS TR...	24678	06/12/2025	W/C Deductible #518086	602.8200.000.5474	37.00
LEAGUE OF MN CITIES INS TR...	24678	06/12/2025	W/C Deductible #517835	602.8200.000.5474	1,171.71
HEPPNER'S AUTO BODY	503398	06/12/2025	Deductible CA 435571 Squad ...	602.8200.000.5472	2,996.06
HEPPNER'S AUTO BODY	503420	06/12/2025	Deductible CA 437263 Squad ...	602.8200.000.5472	4,997.97
Fund 602 - RISK MANAGEMENT Total:					9,302.74

Fund: 603 - CENTRAL EQUIPMENT

OXYGEN SERVICE COMPANY, ...	0008838138	06/05/2025	Bulk Liquid CO2 & Gas	603.8300.000.5150	501.20
CUSTOM FIRE APPARATUS INC	0024166-IN	06/05/2025	Fire truck plate, welding & lab...	603.8300.000.5410	707.07
NORTH AMERICAN TRAILER S...	030004244854	06/05/2025	Trailer brakes & seals	603.8300.000.5405	284.36
NORTH AMERICAN TRAILER S...	030004244926	06/05/2025	F550 LED light	603.8300.000.5410	17.01
NORTH AMERICAN TRAILER S...	030004245454	06/05/2025	Fire truck battery	603.8300.000.5410	566.56
KIMBALL MIDWEST	103409275	06/05/2025	Connectors	603.8300.000.5150	71.35
CUSTOM HOSE TECH	126070	06/05/2025	Brush truck piping	603.8300.000.5410	307.40
FACTORY MOTOR PARTS COM...	1-237229	06/05/2025	Stock battery	603.8300.000.5410	157.61
MANSFIELD OIL COMPANY	26561320	06/05/2025	Unleaded Fuel	603.8300.000.5130	12,067.44
MANSFIELD OIL COMPANY	26561321	06/05/2025	B20 Dyed Fuel	603.8300.000.5130	6,755.14
GERLACH OUTDOOR POWER ...	283538	06/05/2025	Mower bar	603.8300.000.5405	74.29
PUMP AND METER SERVICE I...	4004011	06/05/2025	Parts to fix fuel pump	603.8300.000.5400	208.88
CINTAS CORPORATION	4231899422	06/05/2025	Rug Rentals	603.8300.000.5430	437.73
DELEGARD TOOLS	477342/1	06/05/2025	Black light for leak detection	603.8300.000.5160	60.45
TOWMASTER TRAILERS INC	477587	06/05/2025	Dump truck pins	603.8300.000.5410	66.18
INVER GROVE FORD	5357193	06/05/2025	Squad car brake lining & parts	603.8300.000.5410	342.04

Expense Approval Report

Payment Dates: 6/4/2025 - 6/17/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INVER GROVE FORD	5357208	06/05/2025	Credit for returned shielding	603.8300.000.5410	-90.42
INVER GROVE FORD	5357209	06/05/2025	Squad car shielding	603.8300.000.5410	87.56
INVER GROVE FORD	5357248	06/05/2025	F550 brake rotors/lining & sea...	603.8300.000.5410	1,096.79
INVER GROVE FORD	5357270	06/05/2025	Brackets for F550	603.8300.000.5410	250.70
INVER GROVE FORD	5357292	06/05/2025	F250 Lights	603.8300.000.5410	60.52
INVER GROVE FORD	5357293	06/05/2025	F550 brake disc bracket	603.8300.000.5410	250.70
INVER GROVE FORD	5357294	06/05/2025	F550 cones, rollers, bearings &..	603.8300.000.5410	358.24
INVER GROVE FORD	5357413	06/05/2025	Squad car deflector	603.8300.000.5410	149.24
INVER GROVE FORD	5357423	06/05/2025	Squad car front bumper	603.8300.000.5410	201.48
INVER GROVE FORD	5357525	06/05/2025	Squad car brake lining	603.8300.000.5410	238.52
INVER GROVE FORD	5357526	06/05/2025	Squad car TPMS sensor kit	603.8300.000.5410	105.78
INVER GROVE FORD	5357575	06/05/2025	Squad car brake rotor & lining	603.8300.000.5410	238.52
INVER GROVE FORD	5357586	06/05/2025	Squad car brake rotor & lining	603.8300.000.5410	360.87
NORTHERN SAFETY TECHNOL...	59254	06/05/2025	Ford Explorer LED Lights	603.8300.000.5410	406.02
NORTHERN SAFETY TECHNOL...	59455	06/05/2025	F150 amber lights	603.8300.000.5410	406.02
NASSEFF PLUMBING & HEATI...	66803	06/05/2025	RPZ device rebuild	603.8300.000.5400	741.74
CINTAS CORPORATION	9323430530	06/05/2025	PW AED service agreement 5....	603.8300.000.5310	130.50
MACQUEEN EMERGENCY GR...	P12641	06/05/2025	Fire truck switch & rocker	603.8300.000.5410	237.42
MACQUEEN EMERGENCY GR...	P12649	06/05/2025	Fire truck heater & water valv...	603.8300.000.5410	102.95
OXYGEN SERVICE COMPANY, ...	0008839540	06/12/2025	Welding gas	603.8300.000.5150	487.13
MIDWEST MACHINERY	10499389	06/12/2025	Tractor switch	603.8300.000.5405	56.20
MIDWEST MACHINERY	10500378	06/12/2025	Tractor filter elements	603.8300.000.5405	99.70
UNIFIRST CORPORATION	1410147194	06/12/2025	Uniforms-Mechanics	603.8300.000.5175	36.42
UNIFIRST CORPORATION	1410147194	06/12/2025	Shop Rentals	603.8300.000.5430	112.65
UNIFIRST CORPORATION	1410148861	06/12/2025	Mechanics Uniforms	603.8300.000.5175	40.89
UNIFIRST CORPORATION	1410148861	06/12/2025	Shop Rentals	603.8300.000.5430	148.00
MTI DISTRIBUTING CO	1476457-00	06/12/2025	Plate trowel and prongs for bal...	603.8300.000.5405	221.94
MTI DISTRIBUTING CO	1476457-01	06/12/2025	Ball drag machine trowel blad...	603.8300.000.5405	582.31
MTI DISTRIBUTING CO	1476800-00	06/12/2025	Rake & Trowel for Ball Drag M...	603.8300.000.5405	359.06
H&L MESABI	14863	06/12/2025	Dump truck clamp bar, blades...	603.8300.000.5410	2,506.00
CFA SOFTWARE INC	15550	06/12/2025	CFA Win8 Software Support	603.8300.000.5395	2,995.00
GERLACH OUTDOOR POWER ...	283695	06/12/2025	Mower throttle control	603.8300.000.5405	60.14
PERFECTION PLUS, INC	315992	06/12/2025	Cleaning svcs 6.2025	603.8300.000.5310	521.62
TOTAL CONSTRUCTION & EQU...	42923	06/12/2025	Maintenance facility light repa...	603.8300.000.5400	1,319.84
CINTAS CORPORATION	5273439907	06/12/2025	First Aid supplies for PW	603.8300.000.5190	130.29
INVER GROVE FORD	5357675	06/12/2025	F550 power steering kit & hos...	603.8300.000.5410	336.25
INVER GROVE FORD	5357722	06/12/2025	F250 valves & kit	603.8300.000.5410	55.90
INVER GROVE FORD	5357723	06/12/2025	F550 condenser & tubing	603.8300.000.5410	399.76
INVER GROVE FORD	5357731	06/12/2025	F550 Air Conditioning Element	603.8300.000.5410	17.39
INVER GROVE FORD	5357774	06/12/2025	Squad car switch	603.8300.000.5410	57.50
INVER GROVE FORD	5357843	06/12/2025	Squad car seat track	603.8300.000.5410	370.52
TRI-STATE BOBCAT INC.	P38674	06/12/2025	Toolcat mower blades	603.8300.000.5405	236.13
TRI-STATE BOBCAT INC.	P38676	06/12/2025	Toolcat turf sheds	603.8300.000.5405	734.08
TRI-STATE BOBCAT INC.	P38775	06/12/2025	Stock filters	603.8300.000.5405	527.84
NUSS TRUCK AND EQUIPMENT	PSO209028-1	06/12/2025	Volvo Roller Sliding Member	603.8300.000.5405	2,314.87
Fund 603 - CENTRAL EQUIPMENT Total:					42,685.29
Fund: 605 - CITY FACILITIES					
MN LOCKS	101136140	06/05/2025	keys for B52 memorial flag po...	605.8500.000.5190	9.94
APEC	126146	06/05/2025	City Hall/PD HVAC filters	605.8500.000.5125	1,050.15
CULLIGAN	157985030228x053125	06/05/2025	softener salt	605.8500.000.5125	77.95
LVC COMPANIES, INC.	170526	06/05/2025	Annual Cell Monitoring Alarm -..	605.8500.000.5310	640.00
HUEBSCH SERVICES	20410772	06/05/2025	lobby mats	605.8500.000.5430	188.15
FIRST SUPPLY LLC	3757202-00	06/05/2025	FS #2 filter kit	605.8500.000.5125	151.93
TOTAL CONSTRUCTION & EQU...	42867	06/05/2025	ceiling access panel for lighting...	605.8500.000.5605	2,571.05
HILLYARD INC	605838637	06/05/2025	soap, paper towels, toilet pap...	605.8500.000.5125	829.60
CINTAS CORPORATION	9323455993	06/05/2025	CH AED agreement 5.2025	605.8500.000.5310	270.00
GRAINGER	9518173746	06/05/2025	Fire Station #1 vacuum breake...	605.8500.000.5400	5.76
GRAINGER	9520789810	06/05/2025	coupling assembly - FS #1	605.8500.000.5400	21.37
GRAINGER	9520789828	06/05/2025	pipe wrench	605.8500.000.5160	57.93
GRAINGER	9520789836	06/05/2025	FS #1 vacuum breaker assemb...	605.8500.000.5400	35.00

Expense Approval Report

Payment Dates: 6/4/2025 - 6/17/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KENDELL DOORS & HARDWARE	IN115502	06/05/2025	PD new locks	605.8500.000.5400	2,485.00
DANIEL BAUER - TRUE MECH...	2108	06/12/2025	CO/NO2 sensor maint - PD, FS...	605.8500.000.5310	950.00
PERFECTION PLUS, INC	315992	06/12/2025	Cleaning svcs 6.2025	605.8500.000.5310	5,133.19
NASSEFF PLUMBING & HEATI...	67506	06/12/2025	RPZ testing - CH & PD	605.8500.000.5310	398.00
NASSEFF PLUMBING & HEATI...	67507	06/12/2025	RPZ testing - PW	605.8500.000.5310	995.00
NASSEFF PLUMBING & HEATI...	67508	06/12/2025	RPZ testing - FS #1	605.8500.000.5310	398.00
NASSEFF PLUMBING & HEATI...	67509	06/12/2025	RPZ testing - FS #2	605.8500.000.5310	796.00
NASSEFF PLUMBING & HEATI...	67520	06/12/2025	RPZ testing - FS #3	605.8500.000.5310	199.00
GIP III ZEPHYR ACQUISITION P...	INVRGRV-22506	06/12/2025	4.2025 solar garden fees	605.8500.000.5357	8,305.41
Fund 605 - CITY FACILITIES Total:					25,568.43

Fund: 606 - TECHNOLOGY FUND

DELL MARKETING	10785402584	06/05/2025	4 Laptops - Inspiron 15 (3520)	606.8600.000.5615	2,599.96
INSIGHT PUBLIC SECTOR	1101270334	06/05/2025	Office 365 Monthly License 4....	606.8600.000.5395	2,340.75
LOCAL GOVERNMENT INFOR...	152064	06/05/2025	Soft Token - Benjamin Schnei...	606.8600.000.5395	15.00
LOCAL GOVERNMENT INFOR...	152096	06/05/2025	PD Network Services Thru 4.30..	606.8600.000.5310	271.25
ZAYO GROUP, LLC	21525373	06/05/2025	City Hall Phones 5.2025	606.8600.000.5320	1,118.95
ZAYO GROUP, LLC	21537725	06/05/2025	Multi-site Phones 5.2025	606.8600.000.5320	1,741.30
AT&T MOBILITY	287298707874X05032025	06/05/2025	FD Cell Phones 4.2025	606.8600.000.5320	1,097.08
AT&T MOBILITY	287298708193X05032025	06/05/2025	PD Cell Phones 4.2025	606.8600.000.5320	3,416.96
AT&T MOBILITY	287299110577X05032025	06/05/2025	CH Cell Phones 4.2025	606.8600.000.5320	3,687.78
MARCO TECHNOLOGIES, LLC	39176858	06/05/2025	Printers & Copiers Contract 5....	606.8600.000.5430	2,055.28
US INTERNET	5177450	06/05/2025	Email Filtering System 5.2025	606.8600.000.5395	230.00
VERIZON WIRELESS	6111782850	06/05/2025	Monthly Cell Phone 4.2025	606.8600.000.5320	215.06
SPOK, INC.	J0317493Q	06/05/2025	Monthly Translation Svcs 4.20...	606.8600.000.5395	5.50
LOCAL GOVERNMENT INFOR...	136014	06/12/2025	Internet Access Qtrly & Fiber ...	606.8600.000.5395	8,393.00
LOCAL GOVERNMENT INFOR...	143013	06/12/2025	Gopher State One Call - Feb 2...	606.8600.000.5310	2.70
LOCAL GOVERNMENT INFOR...	143013	06/12/2025	MP NexLevel - 2025 Annual Lo...	606.8600.000.5310	1,299.75
LOCAL GOVERNMENT INFOR...	143013	06/12/2025	Insight Public Sector - VEEAM...	606.8600.000.5395	4,143.30
LOCAL GOVERNMENT INFOR...	143013	06/12/2025	Swing Bridge Splicing Svcs (E...	606.8600.000.5615	8,300.00
LOCAL GOVERNMENT INFOR...	143013	06/12/2025	Swing Bridge Splicing Svcs (E...	606.8600.000.5615	15,421.00
VERIZON WIRELESS	6114288773	06/12/2025	Monthly Cell Phone 5.2025	606.8600.000.5320	215.06
SPOK, INC.	J0317493R	06/12/2025	Monthly Translation Svcs 5.20...	606.8600.000.5395	5.58
Fund 606 - TECHNOLOGY FUND Total:					56,575.26

Fund: 702 - ESCROW FUND

WSB & ASSOCIATES, INC.	R-024005-000-6	06/05/2025	Private Development Stormwa..	702.5100.252.2050	772.50
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	NoPH Carlin 25-13-V-WP	702.5100.258.2050	28.05
ST. PAUL PIONEER PRESS	0525572521	06/12/2025	Credit NoPH 25-13-V-WP(corr...	702.5100.258.2050	-28.05
KENNEDY & GRAVEN	188023	06/12/2025	Peltier Reserve Development	702.3100.272.2050	30.00
KENNEDY & GRAVEN	188023	06/12/2025	Pine Bend Landfill Expansion L...	702.5100.015.2050	344.50
KENNEDY & GRAVEN	188023	06/12/2025	InSite Development at 7761 ...	702.5100.229.2050	1,113.00
KENNEDY & GRAVEN	188023	06/12/2025	Yellowtree Pre & Final PUD A...	702.5100.230.2050	26.50
KENNEDY & GRAVEN	188023	06/12/2025	Peltier Reserve 3rd Addition	702.5100.255.2050	53.00
BARR ENGINEERING COMPANY	23190218.00-331	06/12/2025	PBL Environmental Technical ...	702.5100.015.2050	6,001.00
MN MANAGEMENT OF BUDG...	5/14/2025	06/12/2025	Vehicle forfeiture (10%) - Case...	702.2000.005.2050	0.55
MN MANAGEMENT OF BUDG...	5/30/2025	06/12/2025	Stipulation Agreement (10%) -...	702.2000.006.2050	200.00
DAKOTA CTY ATTORNEY	5/30/2025	06/12/2025	Stipulation agreement (20%) -...	702.2000.006.2050	400.00
SMNPT-1	6/4/2025	06/12/2025	Planning Application Escrow R...	702.5100.250.2050	3,442.70
Fund 702 - ESCROW FUND Total:					12,383.75

Grand Total: 1,167,099.37



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Cora Bauer, HR Coordinator, 651.450.2490

ACTION REQUESTED

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

BACKGROUND

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

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the attached personnel actions.

ATTACHMENTS

1. Personnel Actions 6.23.25 (hires-terms)



Request for Council Action

SUBJECT: Renewal of Union Cemetery Internment Contract

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to approve an updated contract with Rex Landscaping for internments at Union Cemetery.

BACKGROUND

Originally founded in 1867, Union Cemetery has a long and interesting history that includes being part of multiple cities and having numerous owners/caretakers over the years. In 1965, the cemetery became the property of the City of Inver Grove Heights. Located on 1.31 acres in the northeast corner of the city, Union Cemetery sits just east of the South St. Paul airport with access off of Airport Road and 61st St. W. It was originally laid out to have 512 plots, organized into 4 blocks.

The City has long utilized Rex Landscaping for location, excavation and backfill of burial lots, but the previous contract has expired. This updated contract includes all previously provided services, plus grave and grave marker locates. The contract has an indefinite duration, but can be terminated by either party with 60-days notice.

FISCAL IMPACT

There is no fiscal impact to the City. The contract lays out the fees to be charged for various services, but all payments are made directly by the family or funeral home making burial arrangements; the City does not pay the contractor for any services.

RECOMMENDATION

Staff recommends approval of the updated contract with Rex Landscaping for internment services at Union Cemetery.

ATTACHMENTS

1. Contract with Rex Landscaping for Services at Union Cemetery (June 2025)

**INDEPENDENT CONTRACTOR AGREEMENT
RE: UNION CEMETERY, INVER GROVE HEIGHTS**

THIS INDEPENDENT CONTRACTOR AGREEMENT made this _____ day of _____, 2025, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter called “the City”, and Rex Landscaping L.L.P., a Minnesota Limited Liability Partnership, hereinafter “Contractor”.

RECITALS

WHEREAS, the City is a statutory city. Under Minnesota law, the city council has the authority to enter into service contracts on behalf of the City. The City, as owner/operator, is charged with the management of services to Union Cemetery, located in Inver Grove Heights. The City desires to retain Contractor as hereinafter described.

WHEREAS, Contractor is in the business of providing various services to area cemeteries in Dakota County, as well as other grounds maintenance-related services to various townhome communities and commercial properties. Contractor possesses the qualifications, skills, background and experience to perform requested interments, grave locations, grave marker locations, etc. (“Services”) for the City.

WHEREAS, Contractor agrees to perform the services as described herein for the City under the terms and conditions set forth in this Agreement.

I. SCOPE OF THE WORK

Contractor agrees to furnish the labor, equipment and materials which are necessary to perform the work as described herein and for the charges hereinafter as set forth.

II. DEFINITIONS

The following terms, unless elsewhere defined specifically in this Agreement, shall be described as follows:

- A. City. “The City” shall mean the City of Inver Grove Heights, a Minnesota municipal corporation.
- B. Contractor. “Contractor” shall mean Rex Landscaping L.L.P., a Minnesota limited liability partnership.
- C. Services. “Services” shall mean any and all duties, services and activities as described below:
 - 1. Location of burial plots (full interments or cremations);
 - 2. Excavation of said located burial plots;
 - 3. Backfilling of said burial; and
 - 4. Grave and grave marker locates.

Interment or inurnment services shall specifically exclude final compaction and landscaping of burial site.

III. TIME OF PERFORMANCE

The time of performance of any portion of the obligations of Contractor and/or the City shall be of the essence subject to circumstances out of the control of Contractor such as inclement weather, labor disputes, fire, unavoidable casualties, acts or neglect of the City, or its agents or employees, or by the actions of non-actions of the public utilities, or of local, state or federal government affecting the progress of said work.

IV. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement, either in whole or in part, without prior written consent of the other party.

V. CONTRACT PRICE AND PAYMENT

Contractor has determined that the fees for performance are as follows:

Full Interment	Year-round	\$1,200.00
Cremation Inurnment	Year-round	800.00
Urn Vaults	Additional	200.00
Weekend/Holiday	Additional	300.00
Winter (Dec. 1 through April 1)	Additional	300.00
Grave Marker Raising/Leveling	Upon Request	Cost determined by size
Grave Marker Locate	Upon Request	80.00
Grave Marker Setting	Upon Request	Cost determined by size

No Services shall be scheduled for Memorial Day, Christmas Eve, or Christmas Day.

Contractor shall seek compensation from and make compensation arrangements directly with requesting party, or their designated agents, including morticians and funeral homes, seeking the performance of Services. The City shall provide Contractor with all necessary information in order for Contractor to make compensation arrangements. The City shall have no obligation to compensate Contractor for its performance of Services.

Contractor agrees not to change the above fee arrangement without first obtaining written approval by the City.

The City shall notify Contractor at least seven (7) days prior to any requested Services.

VI. INSURANCE AND LIABILITY

Contractor shall maintain full insurance coverage insuring itself during the period of this Agreement as set forth below and shall provide to the City, *upon request*, a certificate of insurance, including any and all insurance certificates concerning subcontractors utilized by Contractor:

Workers' Compensation Insurance -- Statutory Amount
 General Liability -- \$300,000/\$1,000,000
 Property Damage -- \$100,000

Contractor will indemnify and hold the City harmless from any and all claims arising from Contractor's negligence in the performance of any Services as a result of this Agreement.

In turn, the City agrees to indemnify, defend and hold Contractor harmless from any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees ("Claims") arising from the City's negligence in performance of this Agreement or with respect to the following:

1. Location of remains within Union Cemetery; and
2. Disturbance, movement, or disinterment of any remains within Union Cemetery.

Contractor agrees to indemnify, defend and hold City harmless from any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees ("Claims") arising from the Contractor's negligence in performance of this Agreement.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Contractor, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

VII. RESPONSIBILITY FOR PROPERTY DAMAGE

Any and all property damage directly caused by Contractor's negligence shall be Contractor's responsibility. The City shall report any and all damage to Contractor within fifteen (15) days of discovery and Contractor shall make a reasonable inspection to determine its liability therefor. In the event Contractor determines it is responsible for such damage(s), Contractor shall make prompt repair(s) or restitution.

Contractor shall not be responsible for damage(s) to Union Cemetery due to acts of God, neglect of the City, the City's refusal to follow the recommendations of Contractor in the maintenance of Union Cemetery, or any other cause not directly attributable to Contractor.

The City shall be responsible for the maintenance of public utilities (i.e. manhole covers, water shut-offs and other fixtures which may be located Union Cemetery) in a manner which will prevent damage to Contractor's equipment or personal injury to equipment operators. Contractor shall not be responsible for repair(s) of the aforementioned items.

VIII. INDEPENDENT CONTRACTORS AND EMPLOYEES

. Contractor shall be responsible to the City for the negligent acts of, or omissions of, its employees and independent contractors in the performance of any of the Services provided for under this Agreement. However, Contractor shall not be responsible for any intentional, criminal or unlawful acts taken by its employees or subcontractors which are not in furtherance of the performance of Services by Contractor. All employees and independent contractors of Contractor shall observe and abide by the published rules and regulations of Union Cemetery while engaged in Services on the property. Nothing in this Agreement shall create any contractual relationship between any employee or independent contract of the Contractor and the City. Contractor shall be solely responsible for the hiring, compensation, termination and all other matters in furtherance of Contractor's duties relating to any employee or independent contractor retained by Contractor.

IX. CHANGES IN THE WORK

The City, without invalidating this Agreement, may make requests in writing for extra work beyond the scope of Services as set forth herein. Services outlined herein shall take priority over any such additional work unless otherwise mutually agreed to the contrary. All additional work shall be performed pursuant to mutual agreement. *Additions to this Agreement shall be ordered in writing. All such writings shall be executed on behalf of the City by the governing official of the city council.*

X. COMMUNICATION

Contractor shall maintain a communications capability that will make it possible for the City to contact Contractor within a reasonable time interval in the event of an emergency, or for other reasons requiring the City to speak with Contractor or Contractor's representative.

XI. INDEPENDENT CONTRACTOR

Contractor shall be deemed an independent contractor and nothing herein contained shall authorize or empower Contractor to act as an agent for the City, or to conduct business in the name of the City, or otherwise bind the City in any manner. No agent, employee, independent contractor, or servant of Contractor shall be or deemed to be the agent, employee or servant of the City. The City is interested only

in the results obtained under this Agreement; the manner and means of conducting Services are under the sole control of Contractor. Contractor shall be responsible for its acts and the acts of its agents, employees or servants and subcontractors during this Agreement. It is understood that Contractor is free to contract for similar services to be performed for others while it is under contract with the City.

XII. NOTIFICATION OF TERMINATION

This Agreement shall continue until terminated by either party. Either party to this Agreement may terminate said Agreement, with or without cause, upon sixty (60) days prior written notice to the other party, at the addresses listed below:

THE CITY: City of Inver Grove Heights
 ATTN: City Clerk
 8150 Barbara Avenue
 Inver Grove Heights, MN 55076

CONTRACTOR: Rex Landscaping LLP
 2721 86th Street E.
 Inver Grove Heights, MN 55076

XIII. CHANGES AND ALTERATIONS

Any change, alteration, modification or addition to this Agreement shall not be effective unless in writing and properly executed by the parties hereto.

XIV. GOVERNING LAW

This Agreement, and any disputes relating to this Agreement between the parties, shall be construed under the laws of the State of Minnesota. Any action arising out of this Agreement shall be within the venue of Dakota County, Minnesota.

XV. BINDING EFFECT AND WAIVER

All the terms and conditions as set forth in this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and/or assigns of the parties hereto.

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any other subsequent breach, whether like or different in nature.

XVI. COMPLETE AGREEMENT

This instrument contains the entire agreement between the parties hereto with respect to the covenants and promises contemplated herein.

XVII. SEVERABILITY

If any provision or portion thereof contained in this Agreement shall be held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

XVIII. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement this ____ day of _____, 2025.

THE CITY: CITY OF INVER GROVE HEIGHTS

By: _____
Its Mayor

ATTEST: By: _____
Its City Clerk

CONTRACTOR: REX LANDSCAPING LLP

By: Timothy E. Rechtzigel
Timothy E. Rechtzigel, Its Managing Partner

NOTE: Any and all changes to this Agreement must be agreed to, initialed and dated by all parties to this Agreement.



Request for Council Action

SUBJECT: **Resolution Calling for a Public Hearing on the Issuance of Capital Improvement Bonds to Fund Construction of a New Central Maintenance Facility**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to call for a Public Hearing on July 28, 2025 to receive public comment on the City's intent to issue General Obligation Capital Improvement Plan Bonds and adopt a Capital Improvement Plan for 2025-2029 specific to those bonds under Minnesota Statute 475.521 for the construction of a Central Maintenance Facility.

BACKGROUND

At its April 14, 2025 meeting, the Council accepted the final report for the Central Maintenance Facility (Project) needs analysis and site plan and authorized the negotiation of contracts for final design and construction management services. Those contracts were subsequently approved at the Council's June 9, 2025 meeting.

Ehlers, the City's financial advisor, and city staff reviewed options for financing the proposed Project. Given its estimated cost, the recommendation was to consider general obligation ("G.O.") bonds under a capital improvement plan ("CIP"). MN statute, section 475.521 ("CIP Act"), allows cities to issue tax-exempt, G.O. bonds without a voter referendum for specific improvements such as the Central Maintenance Facility being proposed. However, before issuing CIP bonds, the Council must hold a public hearing to obtain public comment on the matter. Notice of the public hearing must be published in the official newspaper of the municipality at least 14 days, but not more than 28 days, prior to the date of the public hearing. After the public hearing, there is a 30-day reverse referendum period. This means that if, within 30 days of the public hearing on the Bond CIP, the City receives a petition containing the signatures of registered voters, equivalent to 5% of the votes cast in the last general election, then the question must be put to the voters in an election. If the public hearing is held, and no petition is filed within 30 days, the City has 5 years to issue G.O. bonds on the projects listed in the Bond CIP.

Given the Council has already approved \$2.9 million in design and construction management contracts, it is important to ensure financing is available if the Council wishes to proceed into the construction phase of the Project. In prior years, the City had saved some funds to help pay for initial costs such as the needs analysis, site planning, and design - and as of May 31, 2025, the balance of those funds was \$3,073,063 (held in Fund 437-PW Facility Remodel/Expansion Fund). This is enough to pay for the recently approved design and construction management contracts, but not nearly enough to pay for cost of construction.

At the Council's May 5, 2025 work session, Ehlers, city staff, and the Council discussed potential timelines for when to consider holding the public hearing to ensure financial resources would be available should the Council wish to issue bonds to construct the Project. Based on that discussion, the following timeline was proposed:

DATE	ACTION ITEM
June 23, 2025	Council calls for a public hearing
July 28, 2025	Council holds a public hearing, considers adoption of a resolution approving the CIP and issuance of bonds
August 28, 2025	If no petition is received, the reverse referendum time period would expire and the Council would be authorized to issue bonds
Spring/Summer 2026	Council approves the sale of bonds
Approximately 3 weeks later	Council awards the sale of bonds

Additionally, in an effort to provide public notice to as many residents as possible, the cover story of the City's Summer *Insights* newsletter (mailed in early July) will provide information about the proposed Project and notify residents of the the July 28 public hearing.

FISCAL IMPACT

There is no fiscal impact as a result of calling for a public hearing. The fiscal impact of issuing general obligation bonds for the Central Maintenance Facility will be discussed at the July 28, 2025 public hearing.

RECOMMENDATION

Staff recommends the Council call for a Public Hearing on July 28, 2025 with the intent to issue General Obligation Capital Improvement Plan Bonds and adopt a Capital Improvement Plan for 2025-2029 specific to those bonds under Minnesota Statute 475.521 for the construction of a new Central Maintenance Facility.

ATTACHMENTS

1. Resolution Calling for Public Hearing

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

HELD: _____, 20__

Pursuant to due call and notice thereof, a regular meeting of the City Council of City of Inver Grove Heights, Minnesota, was duly called and held at the City Hall in the City of Inver Grove Heights, Minnesota on Monday the 23rd day of June, 2025 at 6:00 p.m. for the purpose, in part, of calling a public hearing on the intention to issue general obligation capital improvement plan bonds and the proposal to adopt a capital improvement plan therefor.

The following members were present:

And the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION CALLING FOR PUBLIC HEARING ON
THE INTENTION TO ISSUE GENERAL OBLIGATION CAPITAL
IMPROVEMENT PLAN BONDS AND THE PROPOSAL TO
ADOPT A CAPITAL IMPROVEMENT PLAN FOR 2025 THROUGH 2029
UNDER MINNESOTA STATUTES, SECTION 475.521

A. WHEREAS, pursuant to Minnesota Statutes, Section 475.521 the City of Inver Grove Heights, Minnesota (the “City”) may issue bonds to finance capital expenditures under its capital improvement plan (the “Plan”) without an election provided that, among other things, prior to issuing the bonds the City adopts the Plan after a public hearing thereon and publishes a notice of its intention to issue the bonds and the date and time of a hearing to obtain public comment on the matter; and

B. WHEREAS, the City Council will hold a public hearing on its intention to issue general obligation capital improvement plan bonds (the “Bonds”) and to adopt the Plan therefor pursuant thereto on July 28, 2025; and

NOW, THEREFOR, BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that the City Council hereby calls for a public hearing on its intent to issue the Bonds and to adopt the Plan therefor, such hearing to be held on the date and time set forth in Exhibit A attached hereto. The City Clerk is hereby directed to cause the notice to be published at least 14 but not more than 28 days before the hearing in the official newspaper of the City or a newspaper of general circulation in the City.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF INVER GROVE HEIGHTS

I, the undersigned, being duly qualified and Clerk of the City of Inver Grove Heights, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, on _____, 20__, duly called and held on the date therein indicated, insofar as such minutes relate to the City Council calling a public hearing on the intention to issue general obligation capital improvement plan bonds and proposal to adopt a capital improvement plan therefor.

WITNESS my hand on this _____ day of _____, 20__.

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

CITY OF INVER GROVE HEIGHTS, MINNESOTA
2025-2029 CAPITAL IMPROVEMENT PLAN
AND NOTICE OF INTENTION TO ISSUE
CAPITAL IMPROVEMENT BONDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Inver Grove Heights, Minnesota (the “City”) will meet on Monday, July 28, 2025, at or after 6:00 p.m., at the City Hall Council Chambers located at 8150 Barbara Avenue in Inver Grove Heights, Minnesota, in part to hold a public hearing concerning (1) the issuance of general obligation capital improvement plan bonds under Minnesota Statutes, Section 475.521, in one or more series, at one time or from time to time (the “Bonds”) in an aggregate principal amount not to exceed \$58,000,000 to finance various capital improvements, including without limitation a new central maintenance facility within the City; and (2) the proposal to adopt a capital improvement plan for 2025 through 2029 pursuant to Minnesota Statutes, Section 475.521.

All persons interested may appear and be heard at the time and place set forth above.

If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to five percent of the votes cast in the City in the last general election, is filed with the City Clerk within 30 days after the public hearing (i.e., by August 27, 2025), the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

A copy of the plan is available for inspection in the City Clerk’s Office, City Hall, 8150 Barbara Avenue in Inver Grove Heights, Minnesota 55077. Question or comments may be directed to the City Clerk’s Office at 651-450-2513.

All interested persons may appear and be heard at the public hearing either orally or in writing, or may file written comments with the City Clerk before the hearing.

Dated: June 23, 2025

BY ORDER OF THE CITY COUNCIL OF
OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA

/s/
City Clerk

[Submit June 27, 2025; Publish July 6, 2025]



Request for Council Action

SUBJECT: **Resolution Electing to Confirm Statutory Tort Limits for Liability Insurance Purposes**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Roberta Ellison, Assistant Finance Director, 651-450-2516

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, electing not to waive the statutory tort limits for insurance purposes.

BACKGROUND

Minnesota Statute 466.04 currently sets the maximum municipal tort liability limits at \$500,000 per claimant and \$1,500,000 per occurrence. These limits apply whether the claim is against the City or an individual employee.

Although this limit is rather comprehensive, it does not cover all claims against the City. For claims not covered by the statute, the City's insurance coverage provides a standard limit of \$2,000,000 per occurrence.

The City procures its liability insurance from the League of Minnesota Cities Insurance Trust (LMCIT). LMCIT requires city councils to make an annual election to waive or not waive statutory tort limits. Historically, the City has elected not to waive the statutory tort limit.

FISCAL IMPACT

If the City chooses to waive the statutory limits, the statutory protection of \$500,000 would not apply. Instead, the LMCIT standard limit of \$2,000,000 would apply. Because the waiver increases an individual city's exposure, the premium will be higher for those cities electing to waive the tort limits.

If the City elects NOT to waive the statutory limits, exposure will be limited by the statute to no more than \$500,000 per claimant and \$1.5 million per occurrence. LMCIT's higher coverage limits would only apply to those types of claims that aren't covered by the statutory limit.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, electing not to waive the statutory tort limit.

ATTACHMENTS

1. 2025 Tort Limit Resolution

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

RESOLUTION NO. _____

**RESOLUTION MAKING AN ELECTION NOT TO WAIVE THE STATUTORY TORT LIMITS
FOR LIABILITY INSURANCE PURPOSES**

WHEREAS, Minnesota Statutes Chapter 466 addresses tort liability for cities; and

WHEREAS, Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$500,000 per claimant and \$1,500,000 per occurrence; and

WHEREAS, the City procures its insurance from the League of Minnesota Cities Insurance Trust (LMCIT); and

WHEREAS, LMCIT allows the City an option to waive those limits; and

WHEREAS, LMCIT has asked the City to make the election annually with regards to waiving or not waiving its tort liability established by Minnesota Statutes 466.04.

NOW, THEREFORE BE IT RESOLVED, by the Inver Grove Heights City Council does hereby elect not to waive the statutory tort limits established by Minnesota Statutes 466.04.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 23rd day of June 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Adoption of Fair Housing Policy**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

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

ACTION REQUESTED

The Council is asked to adopt the attached Fair Housing Policy.

BACKGROUND

Following the adoption of the 2040 Comprehensive Plan, the Metropolitan Council required cities to adopt a Fair Housing Policy that ensures equal housing opportunities for all residents and identifies avenues that may assist persons who feel they may be subject to housing discrimination. Having this Policy in place is also an eligibility requirement for various funding programs available through the Metropolitan Council, State of Minnesota and, possibly, federal agencies. The City was recently informed of its pending award of a grant to support the environmental assessment work related to the Dickman Trail industrial redevelopment project. Receipt of those funds is dependent upon the City adopting this Policy. City staff researched and identified the City had not previously adopted this Policy.

Policy Purpose

As described above, the purpose of a Fair Housing Policy is for the City to ensure access to information and avenues related to Fair Housing complaints as required by federal policy; specifically, Title VIII of the 1968 Civil Rights Act. The law requires cities to affirmatively further fair and equal housing opportunities for protected citizen classes.

By implementing this Policy, the City can ensure that any resident who believes they have been discriminated against based on any class can have access to assistance to resolve these matters. The Policy benefits the City by providing a way to protect both local renters and potential homeowners, including seniors with disabilities, from losing access to housing. The Policy also puts the City in a better legal position. Without this Policy, the City could potentially be subject to litigation if a resident were to bring a Fair Housing complaint forward to the City and the City either lacked resources, or failed to provide access to resources, to help the resident resolve the complaint. Locally, such policies are often used when developing (residential) development policy and standards in Comprehensive Plans and zoning codes to ensure development provides access to fair housing.

City Responsibility

The recommended Fair Housing Policy is consistent with other Dakota County and metropolitan-area cities and is similar to the Dakota County Community Development Agency's policy.

The City's obligation focuses on providing access to information, including online and at City Hall, which includes links and access to complaint forms and contact information to the appropriate state

and federal agencies that receive, investigate and process complaints. The official City point of contact is the Community Development Director, but other staff may also be trained in handling circumstances as training opportunities become available so as to ensure the City can appropriately direct people seeking assistance to the available resources.

Again, the Policy does not oblige the City to receive and investigate complaints, or staff to be experts in Fair Housing matters. Rather, the City will serve as a conduit to information and access to where residents can go if they have a complaint, have questions or need assistance. The Community Development Director will work with the Communications Manager to have a Fair Housing section on our website with links and forms, and to have that same handout information available at City Hall.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends adoption of the attached Fair Housing Policy.

ATTACHMENTS

1. Inver Grove Heights Fair Housing Policy (June 23 2025)

**CITY OF INVER GROVE HEIGHTS
FAIR HOUSING POLICY
APPROVED JUNE 23, 2025**

I. PURPOSE AND VISION

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) established federal policy for providing fair housing throughout the United States. The purpose of the Fair Housing Act is to assure fair housing opportunities for all citizens by prohibiting discrimination of individuals in protected classes in housing-related transactions. A local government that receives federal grant funds under Title I of the Housing and Community Development Act of 1974 is obligated to certify that the grant will be administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act. Additionally, the Metropolitan Council requires the adoption of a Fair Housing Policy to qualify for Livable Communities grant funding.

The City of Inver Grove Heights is dedicated to advancing inclusion and equity for all residents by developing this Fair Housing Policy to further encourage the creation of a safe, healthy, and accessible community where all residents can thrive.

II. FAIR HOUSING POLICY STATEMENT

It is the policy and commitment of the City of Inver Grove Heights to ensure that fair and equal housing opportunities are available to all persons in all housing-related opportunities and development activities funded by the City. The City intends to administer its funds in a manner that affirmatively furthers the Fair Housing Act as well as the Minnesota Human Rights Act (Minnesota Statute 363A.01 et. seq.). This will be done through practices and procedures that provide meaningful access to fair housing for all constituents, which includes fair housing informational and referral services.

III. FAIR HOUSING OFFICER

The City of Inver Grove Heights has designated the following person as the Fair Housing Officer:

Community Development Director
8150 Barbara Avenue
Inver Grove Heights, MN 55122
(651) 450-2540
commdev@ighmn.gov

The Fair Housing Officer is responsible for ensuring the availability of public information regarding this policy and applicable federal and state fair housing requirements and resources, and referral of all fair housing complaints. The Fair Housing Officer is neither an expert in fair housing laws nor shall conduct any investigation or bring any enforcement actions pertaining to such laws. Rather, the Fair Housing Officer shall be familiar with state and federal agencies that handle complaints and the means for residents to access those services available.

IV. BEST PRACTICES

The City of Inver Grove Heights shall provide meaningful access to fair housing information through the following methods:

- A. On-line Information: The City of Inver Grove Heights will provide information about fair housing on its website, including access to state and federal fair housing resources, including links to state and federal fair housing complaint forms.
- B. Rental Registration: Information on fair housing will be provided to landlords at the time of rental registration.
- C. Communications: The Fair Housing Officer will work with the Communications Division on providing regular and routine information about fair housing through the various public information outlets and mediums used by the City.
- D. In-Person Information: Fair housing information shall be made available to anyone requesting such information at City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota. Information provided will include:
 - 1. List of fair housing enforcement agencies.
 - 2. Fair housing complaint information.
- E. Languages: The City shall make reasonable efforts to provide materials in other languages, as requested and provided on an individual basis.
- F. Staff Training: The City will provide basic fair housing information to its staff and elected officials and shall provide training options as such opportunities become available.
- G. Housing Analysis: The City will review its housing inventory periodically to examine the affordability of both rental and owner-occupied housing to inform future City actions.
- H. Code Analysis: The City will periodically evaluate its municipal code, with specific focus on zoning, building and occupancy standards, to identify any potential for disparate impacts or treatment.
- I. Project Planning and Analysis: During project planning and development review, the City will consider fair housing issues, including whether potential projects may perpetuate segregation or lead to displacement of protected classes.

- J. Community Engagement: The City commits to ongoing community engagement, including specific conversations with the community regarding potential housing projects, zoning changes and other land use planning decisions.
- K. Affirmatively Furthering Fair Housing: As a recipient of federal funds, the City agrees to participate in the Regional Analysis of Impediments, as organized by the regional Fair Housing Implementation Council. The City will review recommendations from that analysis and consider the potential for policy changes that integrate fair housing into city planning documents, including the Comprehensive Plan and other related documents, as deemed appropriate.

Approved by the City Council of the City of Inver Grove Heights on the 23rd day of June, 2025.

Brenda Dietrich, Mayor

ATTEST

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Rezoning, Variance and Waiver of Plat for 1120
Alaureate Court**

MEETING DATE: June 23, 2025
ITEM TYPE: Consent Agenda
CONTACT: Benjamin Schneider, Senior Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to adopt the following attached items:

- Resolution granting a Waiver of Plat request and permitting the subdivision of one parcel into two parcels.
- Ordinance rezoning 1120 Alaureate Court from A, Agricultural to E-1, Estate District.
- Resolution approving a variance from the minimum standard lot size for lots zoned E-1, Estate District, allowing for a lot size of 2.47 acres, whereas the minimum standard lot size is 2.5 acres.

BACKGROUND

Cory Clarin, owner of 1120 Alaureate Court, submitted a series of requests related to a proposed one-lot subdivision of his property with the goal of creating an additional buildable lot for a new single-family home. The requests are as follows:

- ***Waiver of Plat.*** The subject property is unplatted, meaning this request is ineligible for an administrative subdivision process. Therefore, the applicant is requesting a Waiver of Plat to forgo the full preliminary and final plat process, which would include additional time and cost. The Waiver of Plat procedure is not a common request because the required criteria in [City Code Section 11-1-6](#) can only be satisfied in limited circumstances.
- ***Rezoning.*** The subject property is zoned A, Agricultural. The applicant is requesting a rezoning to E1, Estate for the newly created parcels. This rezoning is primarily needed to satisfy minimum lot size standards. The minimum lot size is five (5) acres in the A District and 2.5 acres in the E-1 District.
- ***Variance.*** The subject property is 4.97 acres, meaning one of the newly proposed lots is slightly under the required 2.5 acres. The applicant is thus requesting a variance to have one lot that is 2.47 acres in the E-1 District.

Surrounding Uses

The following land uses, zoning districts, and comprehensive plan designations surround the

property:

Location	Adjacent Use	Zoning	Land Use
North, West & East	Residential	A, Agriculture	RDR, Rural Density Residential
South	Residential	E-1, Estate District	RDR, Rural Density Residential

Waiver of Plat

Requests for a Waiver of Plat are required to satisfy the following criteria in [City Code Section 11-1-6](#):

1. The waiver of platting procedure may be utilized when the proposed property subdivision will result in the creation of no more than two (2) parcels from one parcel currently under single ownership. *Finding: The Applicant is proposing a subdivision that would result in two (2) parcels.*
2. The requested property division does not cause the need for the dedication of public right of way or other easements. *Finding: The subject property is on a private road and is not served by city water or sewer lines, meaning no right of way or easements are needed.*
3. The subject property does not lie adjacent to a public roadway shown on a city, county and/or state thoroughfare plan for which right of way dedication will be requested. *Finding: This criterion is met.*
4. The subject property does not lie adjacent to an existing public right of way for which an additional right of way dedication will be requested. *Finding: This criterion is met.*

The request satisfies the above criteria.

Rezoning

The rezoning request is consistent with the RDR, Rural Density Residential guiding of the subject property. As noted above, the subdivision of the property results in one of the two parcels equaling 2.47 acres, which is slightly less than the 2.5-acre minimum requirement in the E-1, Estate District. The non-compliant parcel is proposed as the parcel with the existing home and accessory buildings; the compliant lot would be the new lot created. The Applicant is proposing to address that lot size discrepancy through a variance request. Other than the lot size, the two proposed lots conform to all applicable performance standards in the E-1 District. The neighborhood immediately adjacent to and south of the Subject Property is zoned E-1, so there are no concerns of “spot zoning.”

Variance

Variances are required to satisfy the following criteria in [City Code Section 10-3-4](#):

1. The variance request is in harmony with the general purpose and intent of the City Code and consistent with the Comprehensive Plan. *Finding: The requested variance is relatively minor, as the proposed smaller lot would only be .03 acres, or about 1,300 square feet, less than the minimum size requirement. This small discrepancy suggests the overall intent of City Code is met. The RDR, Rural Density Residential land use designation in the 2040 Comprehensive Plan is guided for a maximum density of 0.4 units per acre. The proposed lot split would result in a density of 0.4024 units per acre, which would be 0.4 units per acre if rounded to the*

nearest hundredth decimal place. This proposed subdivision is overall consistent with the 2040 Comprehensive Plan.

2. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance. *Finding: The Applicant is requesting the minimum amount of Variance to subdivide the property. A counter example would be if the Applicant was requesting a much smaller lot size to subdivide the Subject Property into more than two parcels. This is not the case, so the request is reasonable.*
3. The plight of the landowner is due to circumstances unique to the property not created by the landowner. *Finding: As the Applicant explains in the narrative, the Subject Property was advertised as at least five (5) acres when initially purchased in 2001. The Applicant did provide a survey, dated March 4, 1970, indicating the property was 5.05 acres. According to the Applicant, the discrepancy between the lot size stems from surveying work completed in 2003. At that time, the land adjacent to the south was being platted, and the surveyors made minor "corrections" to the boundary between the Applicant's property and the area being subdivided for development. This change inadvertently reduced the lot size of the Applicant's property from 5.05 acres to 4.97 acres without their knowledge. This situation can be considered an unusual hardship that was not caused by the property owner.*
4. The Variance will not alter the essential character of the locality. *Finding: Including the subject property, there are eight lots along Alaureate Court. Of these properties, five appear to be large enough to be subdivided into two parcels without a lot size variance. The proposed subdivision is also consistent with the density of the adjacent neighborhood to the south. Overall, the request would not alter the essential character of the area.*
5. The request does not rely on economic conditions alone. *Finding: There are no code-compliant alternatives other than a variance to subdivide this property. The applicant is not relying on economic conditions for this request.*

Planning Commission

On June 3, 2025, the Planning Commission held a public hearing to consider the three requests noted above. The Commission voted 6-1 to recommend approval of the requests. Two residents spoke at the public hearing, including one resident adjacent to the north of the applicant's land. An additional neighbor expressed support for the requests via email prior to the meeting. All testimony was in favor of the lot division as proposed. The lone dissenting vote was tied to the lot division not being consistent with the character of the neighborhood due to the creation of two smaller lots, and traffic concerns caused by the creation of the additional lot and construction of a new home, as well as future traffic concerns should other lots further subdivide.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the requests for Waiver of Plat, Rezoning, and a Variance to allow the applicant to subdivide their property into two parcels.

ATTACHMENTS

1. Resolution Granting Waiver of Plat
2. Ordinance to Rezone

3. Resolution Granting Variance
4. Land Use Map
5. Zoning Map
6. Applicant Narrative
7. Certificate of Survey

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

RESOLUTION NO. 2025-____

**RESOLUTION APPROVING A WAIVER OF PLAT FOR A TWO LOT SUBDIVISION
OF 1120 ALAUREATE COURT, PID: 20-01900-76-050**

WHEREAS, Cory Clarin ("Applicant") owns property at located at 1120 Alaureate Court PID: 20-01900-76-050 ("Subject Property"), legally described in Exhibit A, and has submitted a request for a Waiver of Plat to subdivide the Subject Property into two lots ("Subdivision"), depicted in Exhibit B; and,

WHEREAS, the Subject Property is guided Rural Density Residential, per the 2040 Comprehensive Plan, and zoned A, Agricultural; and,

WHEREAS, the Applicant has submitted a concurrent request to rezone the Subject Property to E1, Estate District; and,

WHEREAS, City Code Title 11, Chapter 1, Subsection 6B establishes criteria which allow for a waiver from plat requirements, which the Applicant has presented and satisfies; and,

WHEREAS, the Subject Property is unsewered and the Applicant has submitted a percolation report confirming that the proposed vacant lot in the Subdivision, "Parcel A," can accommodate a septic system, and;

WHEREAS, the Subdivision conforms to minimum Bulk Standards for minimum lot width and setbacks and the Applicant has submitted a concurrent request for a Variance from minimum standards for lot sizes of 2.5 acres in the E-1, Estate Zoning District, which, if approved, would allow "Parcel B" in the Subdivision to have a lot area of 2.47 acres; and,

WHEREAS, the Waiver of Plat request was referred to the regularly scheduled meeting of the Planning Commission ("Commission") on June 3, 2025, and recommended by the Commission for approval of the request.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA, the Waiver of Plat request by the Applicant is hereby approved, subject to the following conditions:

1. The Applicant must receive approval for the concurrent request to rezone the Subject Property to E-1, Estate District.

2. The Applicant must receive approval of the concurrent request for a Variance to allow "Parcel B" in the Subdivision to have a lot area of 2.47 acres.
3. The Applicant shall record the Subdivision with Dakota County.
4. Prior to recording the Subdivision with Dakota County, the applicant must pay park dedication fees according to the adopted fee schedule at the time of recording.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Approved by the City Council of Inver Grove Heights this 23rd day of June, 2025.

Brendia Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

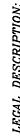
EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

The South 330 feet of the SouthEast Quarter of the SouthEast Quarter (SE 1/4 , SE 1/4), of Section 19, Township 27, Range 22, except the East 330 feet and except the West 330 feet.

EXHIBIT B

SUBDIVISION SKETCH

LEGEND



THE SOUTH 330.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, DAKOTA COUNTY, MINNESOTA ACCORDING TO THE GOVERNMENT SURVEY THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY SURVEYOR, DAKOTA COUNTY, MINNESOTA, EXCEPTING THEREOF THE EAST 330.00 FEET AND THE WEST 330.00 FEET

THE PROPERTY CONTAINS 216.380 SQUARE FEET OR 4.97 ACRES.

ALLEGATIONS TO THIS DRAWING ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF HONGKONG SURVEYING COPYRIGHT 2022, HONGKONG SURVEYING

THAT PART OF THE SOUTH 330.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, DAKOTA COUNTY, MINNESOTA ACCORDING TO THE GOVERNMENT SURVEY THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY SURVEYOR, DAKOTA COUNTY, MINNESOTA LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, BEARING ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, A DISTANCE OF 564.16 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE NORTH 32 DEGREES 43 MINUTES 48 SECONDS WEST A DISTANCE OF 177.90 FEET; THENCE NORTH 4 DEGREES 10' 00" WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 4 DEGREES 10' 00" WEST A DISTANCE OF 330.00 FEET TO THE WESTERLY CORNER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22 AND THERE TERMINATING.

EXCEPTING THEREOF THE WESTERLY 330.00 FEET THEREOF.

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COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22E, THENCE SOUTH 89 DEGREES 57 MINUTES 38 SECONDS WEST, ASSUMED DISTANCE OF 160.28 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22E, DISTANCE OF 584.16 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DISORBED; THENCE NORTH 32 DEGREES 43 MINUTES 48 SECONDS WEST, ASSUMED DISTANCE OF 177.90 FEET; THENCE NORTH A DISTANCE OF 160.28 FEET TO THE NORTH LINE OF THE SOUTH 330.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22E AND THENCE TERMINATING.

EXCEPTING THEREOF THE EASTBURY 330.00 FEET THEREOF.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNED THE 4TH OF APRIL, 2025.

Dennis M. Honza
DENNIS M. HONZA
MINNESOTA LICENSE No. 22440
FOR: HONZA SURVEYING
REVISED: 2025-04-09 TOPOGRAPHY, LEGAL DESC.



JOB NO: CLARIN 2025 001

HONSA SURVEYING

1592 PACIFIC AVENUE. EAGAN. MN (651) 492-6725

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

ORDINANCE NO. ____

**AN ORDINANCE REZONING UNPLATTED PROPERTY OWNED BY CORY CLARIN
FROM A, AGRICULTURAL TO E-1, ESTATE**

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Rezoning to E-1, Estate

The Official Zoning Map of the City of Inver Grove Heights is hereby amended as follows:

The Subject Property stated and legally described in Exhibit A and depicted in Exhibit B is hereby rezoned from A, Agricultural to E-1, Estate.

SECTION II. Changes to Zoning Map

The City Clerk is hereby directed to cause the Official Zoning Map to be amended as consistent with this Ordinance. The Official Zoning Map as amended shall not be republished.

SECTION III. Effective

This ordinance shall have the full force and effect upon its passage and publication.

Passed by the City Council of the City of Inver Grove Heights this 23rd day of June, 2025.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

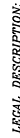
EXHIBIT A

**PROPERTY SUBJECT TO REZONING
LEGAL DESCRIPTION**

The South 330 feet of the SouthEast Quarter of the SouthEast Quarter (SE 1/4 , SE 1/4), of Section 19, Township 27, Range 22, except the East 330 feet and except the West 330 feet.

EXHIBIT B
PROPERTY SKETCH

LEGEND



THE SOUTH 330.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, DAKOTA COUNTY, MINNESOTA ACCORDING TO THE GOVERNMENT SURVEY THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY SURVEYOR, DAKOTA COUNTY, MINNESOTA, EXCEPTING THEREOF THE EAST 330.00 FEET AND THE WEST 330.00 FEET

THE PROPERTY CONTAINS 216.380 SQUARE FEET OR 4.97 ACRES.

THE SURVEY REFLECTS ABOVE GENERAL INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM AERIAL DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES. THERE IS NO WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED IN THE GENERAL AREA SHOWN. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO ANY UTILITIES LOCATED UNDERGROUND UTILITIES.

PROPOSED LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 330.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, DAKOTA COUNTY, MINNESOTA ACCORDING TO THE GOVERNMENT SURVEY THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY SURVEYOR, DAKOTA COUNTY, MINNESOTA LYING WESTERLY OF THE

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, BEARING ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, A DISTANCE OF 564.16 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE NORTH 32 DEGREES 43 MINUTES 48 SECONDS WEST A DISTANCE OF 177.90 FEET; THENCE NORTH 4 DEGREES 10' 00" WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 4 DEGREES 10' 00" WEST A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22 AND THERE TERMINATING.

EXCEPTING THEREOF THE WESTERLY 330.00 FEET THEREOF.

PROPOSED LEGAL DESCRIPTION:

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COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 27, RANGE 22,
THENCE SOUTH 89 DEGREES 57 MINUTES 38 SECONDS WEST, ASSUMED
DISTANCE OF 160.28 FEET TO THE NORTH LINE OF THE SOUTH 330.00
FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 19, TOWNSHIP 27, RANGE 22, AND THENCE TERMINATING.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNED THE 4TH OF APRIL, 2025.

Dennis M. Honsa
DENNIS M. HONSA
MINNESOTA LICENSE NO. 22440
FOR: HONSA SURVEYING
REVISED: 2025-04-09 TOPOGRAPHY, LEGAL DESC.



JOB NO: CLABIN 2025 001

HONSA SURVEYING

1592 PACIFIC AVENUE. EAGAN. MN (651) 492-6725

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

RESOLUTION NO. 2025-_____

**RESOLUTION APPROVING A VARIANCE FROM MINIMUM STANDARDS FOR LOT AREA
IN THE E-1, ESTATE ZONING DISTRICT, ALLOWING FOR A 2.47 ACRE LOT**

WHEREAS, Cory Clarin ("Applicant") owns property at located at 1120 Alaureate Court PID: 20-01900-76-050 ("Subject Property"), and has requested a Variance from City Code Title 10, Chapter 8, Article A, Subsection 2A relating to Bulk Standards in the E1, Estate Zoning District; and,

WHEREAS, the Applicant has submitted concurrent requests for a Waiver of Plat to subdivide Subject Property into two lots ("Subdivision"), and to rezone Subject Property from A, Agricultural to E-1, Estate; and,

WHEREAS, the Subdivision includes a proposed lot ("Parcel B"), legally described in Exhibit A and depicted in Exhibit B, that is 2.47 acres, which is less than the City Code minimum requirement of 2.50 acres in the E-1, Zoning District; and,

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, upon satisfaction of criteria as stated in City Code Title 10, Chapter 3, Subsection 4D; and,

WHEREAS, pursuant to Minnesota Statute §462.357 ("Statute") the Inver Grove Heights Planning Commission ("Commission") held a Public Hearing ("Hearing") on June 3, 2025 to received public comment regarding said Variance; and,

WHEREAS, notice of the Hearing was posted at City Hall, published in the City's official newspaper, and mailed to all owners of affected properties, as required by Statute; and,

WHEREAS, verbal and written comments were received for the proposed Variance at or before the Hearing; and,

WHEREAS, following the Hearing, the Commission found the Variance satisfies Variance criteria in City Code and established the following findings:

1. The Subject Property was initially documented as a 5.05-acre lot when the Applicant purchased the land. The lot area of the Subject Property was reduced to 4.97 acres due to a surveying error that was identified during the platting process of Forest Ridge, the subdivision adjacent to the south of the Subject Property. This lot area adjustment constitutes as a unique circumstance not created by the landowner.
2. The proposed Parcel B would 0.03 acres, or about 1,300 square feet, less than the minimum required lot size in the E-1, Estate Zoning District. This is a relatively small Variance and therefore is considered a reasonable request.

3. The RDR, Rural Density Residential land use designation in the 2040 Comprehensive Plan is guided for a maximum density of 0.4 units per acre. The proposed lot split would result in a density of 0.4024 units per acre. This proposed subdivision is overall consistent with the 2040 Comprehensive Plan.
4. Of the eight lots along Alaureate Court, five appear large enough to further subdivide into two parcels without a lot size variance. The proposed subdivision of the Subject Property is also consistent with the density of the adjacent neighborhood to the south. Overall, the request would not alter the essential character of the area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA, the Variance from minimum standards for lot area in the E-1, Estate Zoning District is hereby approved, allowing Parcel B of the proposed subdivision of the Subject Property to have a lot 2.47 acres, subject to the following conditions:

1. The Applicant shall record the Subdivision with Dakota County.
2. Prior to recording the Subdivision with Dakota County, the applicant must pay Park Dedication Fees according to the adopted fee schedule at the time of recording.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 23rd day of June, 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF PARCEL B

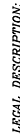
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EXCEPTING THEREOF THE EASTERLY 330.00 FEET THEREOF

EXHIBIT B
SUBDIVISION SKETCH

LEGEND



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EXCEPTING THEREOF THE WESTERLY 330.00 FEET THEREOF.

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PROPOSED LECAI DESCRIPTION.

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OF THE SOUTH WESTERLY QUARTER OF SECTION 27, TOWNSHIP 27, RANGE 22,
THENCE SOUTH 89 DEGREES 57 MINUTES 30 SECONDS WEST 22 ASSUMED
DISTANCE OF 160.28 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 27, RANGE 22;
SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 27, RANGE 22;
DISTANCE OF 584.16 FEET TO THE POINT OF BEGINNING OF THE
LINE TO BE DESCRIBED; THENCE NORTH 32 DEGREES 43 MINUTES 48
SECONDS WEST A DISTANCE OF 177.90 FEET; THENCE NORTH A
DISTANCE OF 180.28 FEET TO THE NORTH LINE OF THE SOUTH 330.00
FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 19, TOWNSHIP 27, RANGE 22 AND THERE TERMINATING.
EXCEPTING THEREOF THE EASTBURY 330.00 FEET THIRPFOOT.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNED THE 4TH OF APRIL, 2025.



Dennis M. Honza
DENNIS M. HONZA
MINNESOTA LICENSE NO. 22440
FOR: HONZA SURVEYING
REVISED: 2025-04-09 TOPOGRAPHY, LEGAL DESC.

JOB NO: CLARIN 2025 001

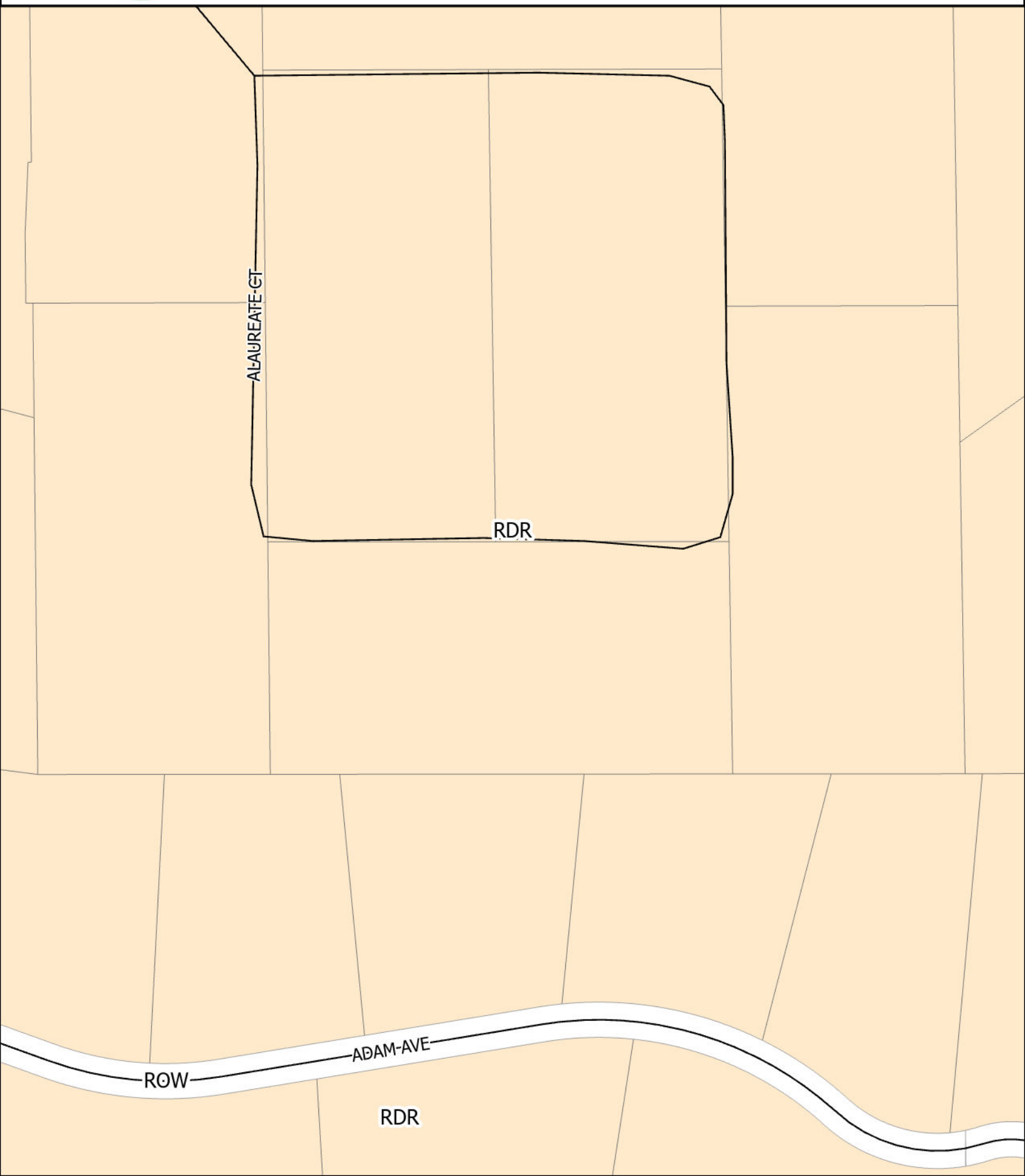
HONSA SURVEYING

1592 PACIFIC AVENUE. EAGAN, MN (651) 492-6725



Cory Clarin Lot Split

Existing Land Use





Cory Clarin Lot Split

Proposed Zoning Change



- Existing Zoning -

- Proposed Zoning -



Waiver of Plat Narrative

Consistent with our submitted rezoning narrative, we would like to split our current single lot, zoned Ag, into two separate E-1 parcels, using the Waiver of Plat procedure. On the newly created empty lot, we would like to build a single family home that fits the next phase of our life.

We have also included with our application a soil boring and percolation report that indicates the location and size of a potential primary and secondary septic site for which the soil was shown to be very favorable for an ISTS and shows no restricting layers as deep as 6 feet.

Splitting our single lot into two separate E-1 lots is consistent with the Comprehensive Plan, as future land use designates our area as Rural Density Residential (RDR) and E-1 is classified as RDR zoning. It is a reasonable use of our property, since for nearly 20 years, our southern lot line has been adjacent to three E-1 zoned lots that all have single family homes. Splitting our lot into two E-1 lots will be consistent with current land use around us and fits the area well.

Variance Request Narrative

We request a variance from the minimum lot size for E-1 zoning. With a 5 acre lot, we figured we could create two 2.5 acre lots to meet the minimum requirements. Then, during this process, we found out our lot is actually only 4.97 acres, even though we did nothing that would have caused our lot size to shrink. Now our only option for this project and reasonable use of our property is to get a variance for the one lot that must be 2.47 acres in size. Below I will describe our practical difficulty and how this came to be.

When we bought the property in 2001 from Stanley Westerheim, the land was believed by all to be 5.05 acres in size. A 1970 survey that was prepared for Mr. Westerheim, and passed on to us, indicated the property was 5.05 acres in size. The 1970 survey was the most recent survey that existed for our area back in 2001. To our knowledge, there were no neighbor disputes regarding lot size or boundary lines and we believe they generally agreed that the 1970 survey on hand was believed to be accurate. The Edina Realty marketing material we received in 2001 when the house was listed on the MLS stated the lot was 5 acres. We have included the 1970 survey and the Edina Realty listing with our application and highlighted the pertinent areas, as proof that we truly believed we were buying a lot that was at least 5 acres in size.

In the process of getting a new survey for our Rezoning and Waiver of Plat request, our surveyor, Denny Honsa, indicated that we actually only had 4.97 acres. He said the southern lot line was shortened in 2003 and that we should call the Dakota County Surveyors (DCS) office to try and understand the discrepancy. I called DCS and I talked to a gentleman named Matt. Matt researched the issue and discovered that in the spring of 2003, a new survey was conducted for the Forest Ridge development that was platted directly adjacent to our south (Adam Avenue). During that survey, and while using state of the art technology for surveys, the south line of the southeast quarter of the southeast quarter was “corrected” and shortened by 11.38 feet.

Our lot was the only lot affected by the correction in length because of the way the legal descriptions were written for the three lots bordering the boundary line that was shortened. The width of our lot is essentially described as the entire length of the “southeast quarter of the southeast quarter, except the east 330 feet and except the west 330 feet”. So basically that means we get what is left in the middle after subtracting 330 feet on the east and subtracting 330 feet on the west. Therefore, losing 11.38 feet from the west

end of our property meant that we now only had 4.97 acres, rather than 5.

Matt, at DCS, said that they see this all the time now and that it is common to see corrections with new surveys using GPS technology. As a result, landowners are now discovering that they have slightly more land or slightly less land than they had originally thought. Matt explained, in the old days of surveying, they used a 100 foot length of chain to measure out boundary lines and it was difficult to get extremely accurate measurements with this chain, especially on hilly rugged terrain, such as our area of IGH. New surveys using GPS technology often find that lines are slightly shorter or longer than previous surveys and those lines get corrected. We were unlucky and got slightly less.

This variance request, while technically necessary, is very minor in nature and the resulting 2.47 acre lot is still consistent with the Comprehensive Plan and very much in harmony with the general purposes and intent of the Rural Density Residential zoning classification. There are, in fact, many, many substandard E-1 lots in this area of Inver Grove. There is an E-1 lot roughly 400 feet away from our parcel that is also 2.47 acres (10048 Adam Avenue). A lot that is 2.47 acres in size is very reasonable for this area and will not alter the essential character of the area. We are currently adjacent to E-1, 2.5 acre lots and the area will remain very rural in nature. There are several building locations on this lot that will create privacy for a new home, while also preserving the privacy of the surrounding existing homes.

Rezoning Narrative

My wife and I have lived at 1120 Alaureate Court for nearly 24 years. We raised our two daughters at this home and now we are empty nesters. While we have loved this home for all these years, it is time for something new. We love our neighborhood and

would like to continue living here, so we would like to rezone our current lot, zoned Ag, into two separate E-1 zoned parcels. On the newly created empty lot, we would like to build a single family home that fits the next phase of our life.

Rezoning our lot into two separate E-1 zoned lots is consistent with the Comprehensive Plan, as future land use designates our location as Rural Density Residential (RDR) and E-1 is classified as RDR zoning. It is a reasonable use of our property, since for nearly 20 years, our southern lot line has been adjacent to three E-1 zoned lots that all have single family homes. Rezoning our lot E-1 will not result in “spot zoning” and will be consistent with current land use around us.

LEGEND

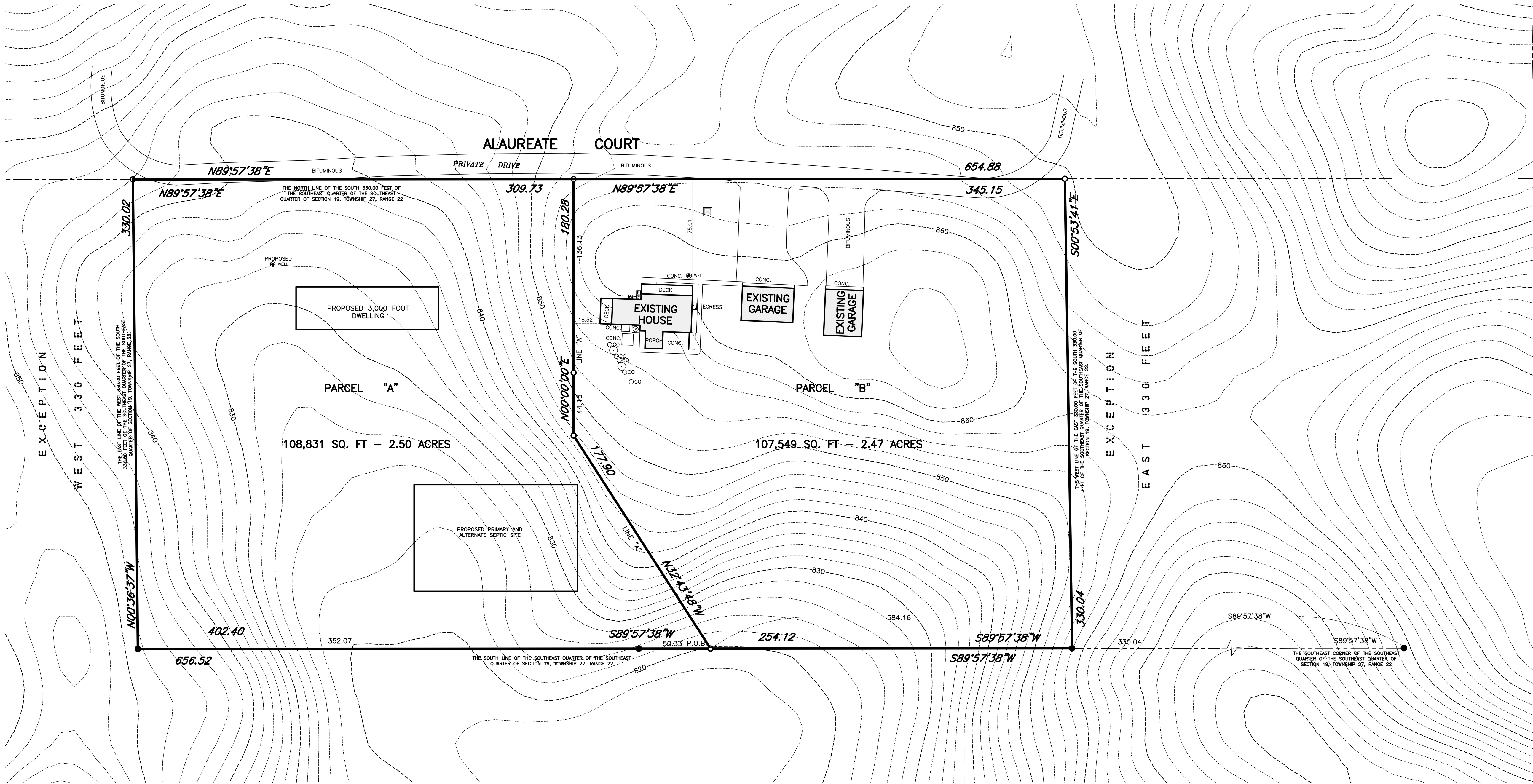
- ⊕ FIRE HYDRANT
⊙ WATER VALVE
○ MANHOLE
☒ CATCH BASIN
⊗ POWERPOLE
☼ LIGHT POLE
--- GUY
☒ TRANSFORMER
⊡ ELECTRIC METER
⊡ TV PEDESTAL
⊡ TELEPHONE PEDESTAL
⊡ AIR CONDITIONER
⊡ HAND HOLE
○ SEMAPHORE
⊡ GAS METER
S SANITARY SEWER
ST STORM SEWER
W WATERMAIN
G UNDERGROUND GAS MAIN
T UNDERGROUND TELEPHONE
E UNDERGROUND ELECTRIC
TV UNDERGROUND CABLE T.V.
OU OVERHEAD UTILITY LINES
● IRON MONUMENT FOUND
○ IRON PIPE MONUMENT SET
+ EXISTING SPOT ELEVATION
⊕ SOIL BORING
+ SIGN
☼ DECIDUOUS TREE
☼ CONIFEROUS TREE
☼ DENOTES TREE AND BRUSH LIMITS
△ DENOTES FLARED END SECTION
FD DENOTES FRENCH DRAIN
CS CURB STOP
CO CLEAN OUT
B BUSH
BG BARBECUE GRILL
● AUTO SPRINKLER
⊕ BASKETBALL HOOP
B BENCH
⊕ WATER SPOUT
T TRENCH DRAIN
CP TRAFFIC CONTROL PANEL
⊡ STORM DISIPATER
⊕ SATELLITE DISH
⊡ TELEPHONE
⊡ ELECTRIC PEDESTAL
FP FLAG POLE
⊕ GROUND LITE
M MAILBOX
⊕ ROOF DRAIN
⊕ TRANSMISSION TOWER
⊕ VENT PIPE
● WELL

- E DENOTES ELEC. LINE
X DENOTES FENCE LINE
FO DENOTES FIBER OPTIC
G DENOTES GAS LINE
S DENOTES SANITARY SEWER
ST DENOTES STORM SEWER
T DENOTES TELEPHONE LINE
TV DENOTES TV LINE
OU DENOTES OVERHEAD UTL.
W DENOTES WATERMAIN
W DENOTES WETLAND
--- DENOTES TREELINE
+ + + + + DENOTES RAIL ROAD

CERTIFICATE OF SURVEY FOR: CORY CLARIN

1120 ALAUREATE TRAIL COURT, CITY OF INVER GROVE HEIGHT, DAKOTA COUNTY, MINNESOTA

(LOT SPLIT)



LEGAL DESCRIPTION:

THE SOUTH 330.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, DAKOTA COUNTY, MINNESOTA ACCORDING TO THE GOVERNMENT SURVEY THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY SURVEYOR, DAKOTA COUNTY, MINNESOTA. EXCEPTING THEREOF THE EAST 330.00 FEET AND THE WEST 330.00 FEET

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THE PROPERTY CONTAINS 216,380 SQUARE FEET OR 4.97 ACRES.

PARCEL "A":

PROPOSED LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 330.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, DAKOTA COUNTY, MINNESOTA ACCORDING TO THE GOVERNMENT SURVEY THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY SURVEYOR, DAKOTA COUNTY, MINNESOTA LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22; THENCE SOUTH 89 DEGREES 57 MINUTES 38 SECONDS WEST ASSUMED BEARING ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22 A DISTANCE OF 584.16 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE NORTH 32 DEGREES 43 MINUTES 48 SECONDS WEST A DISTANCE OF 177.90 FEET; THENCE NORTH A DISTANCE OF 180.28 FEET TO THE NORTH LINE OF THE SOUTH 330.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22 AND THERE TERMINATING.

EXCEPTING THEREOF THE WESTERLY 330.00 FEET THEREOF.

PARCEL "B":

PROPOSED LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 330.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22, DAKOTA COUNTY, MINNESOTA ACCORDING TO THE GOVERNMENT SURVEY THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY SURVEYOR, DAKOTA COUNTY, MINNESOTA LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22; THENCE SOUTH 89 DEGREES 57 MINUTES 38 SECONDS WEST ASSUMED BEARING ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22 A DISTANCE OF 584.16 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE NORTH 32 DEGREES 43 MINUTES 48 SECONDS WEST A DISTANCE OF 177.90 FEET; THENCE NORTH A DISTANCE OF 180.28 FEET TO THE NORTH LINE OF THE SOUTH 330.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27, RANGE 22 AND THERE TERMINATING.

EXCEPTING THEREOF THE EASTERLY 330.00 FEET THEREOF.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNED THE 4TH OF APRIL, 2025.

Dennis M. Honsa

DENNIS M. HONSA
MINNESOTA LICENSE No. 22440
FOR: HONSA SURVEYING

REVISED: 2025-04-09 TOPOGRAPHY, LEGAL DESC.



JOB NO: CLARIN 2025 001

HONSA SURVEYING

1592 PACIFIC AVENUE, EAGAN, MN (651) 492-6725

ALTERATIONS TO THIS DRAWING ARE PROHIBITED WITHOUT THE EXPRESS WRITTEN PERMISSION OF HONSA SURVEYING COPY RIGHT 2025, HONSA SURVEYING

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM ASBUILT DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES.



Request for Council Action

SUBJECT: **Resolution Authorizing Summary Publication of Ordinance No. 1499**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Benjamin Schneider, Senior Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing publication of a summary of Ordinance No. 1499, an ordinance amending Title 10 of the City Code related to the Planned Unit Development Zoning District in the Southeast Quadrant of Highways 52 and 494.

BACKGROUND

The Council adopted Ordinance No. 1499 at its May 27, 2025 meeting, as part of the consent agenda. The Ordinance allows for one ATM kiosk to be installed at the Inver Grove Market shopping area within the Bishop Heights Planned Unit Development (PUD). The Ordinance includes a large land use table that would be relatively costly to publish. The attached Resolution authorizes the publication of a summary of the Ordinance to avoid the higher publishing fees.

FISCAL IMPACT

There are cost savings associated with publishing summaries of ordinances.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution for Summary Publication

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A SUMMARY PUBLICATION OF ORDINANCE NO. 1499, AN
ORDINANCE AMENDING TITLE 10 OF THE CITY CODE RELATED TO THE PLANNED UNIT
DEVELOPMENT DISTRICT IN THE SOUTHEAST QUADRANT OF HIGHWAYS 52 AND 494**

WHEREAS, on May 27, 2025, the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1499, an ordinance amending Title 10 of the City Code related to the Planned Unit Development Zoning District in the Southeast Quadrant of Highways 52 and 494, amending Ordinance 1448; and,

WHEREAS, state law requires that all ordinances adopted be published prior to becoming effective; and,

WHEREAS, pursuant to Minn. State. Sec. 412.191, subd. 4, the Council may, by a 4/5 vote, direct that only the title and a summary be published; and,

WHEREAS, the City Council for the City of Inver Grove Heights has reviewed the summary of Ordinance No. 1499 which is attached hereto to 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. 1499 would clearly inform the public of the intent of the ordinance; and,

WHEREAS, due to the length of Ordinance No. 1499, the City Council desires to publish a summary of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, by a vote of at least four-fifths of its members, that the City Council hereby:

1. Approves the text of the summary of Ordinance No. 1499 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. 1499 in the City's official newspaper.
2. Directs the City Clerk to ensure that a full and complete printed copy of Ordinance No. 1499 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. 1499 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 23rd day of June, 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

SUMMARY PUBLICATION ORDINANCE NO. 1499

A RESOLUTION APPROVING A SUMMARY PUBLICATION OF ORDINANCE NO. 1499, AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE RELATED TO THE PLANNED UNIT DEVELOPMENT DISTRICT IN THE SOUTHEAST QUADRANT OF HIGHWAYS 52 AND 494

On May 27, 2025, the City of Inver Grove Heights, Dakota County, Minnesota adopted Ordinance 1499, an ordinance Amending Title 10 of the City Code Related to the Planned Unit Development Zoning District in the Southeast Quadrant of Highways 52 and 494, amending Ordinance No. 1448.

Ordinance No. 1499 amends the existing Bishop Heights PUD to allow one (1) outdoor ATM kiosk on Lot 1, Block 1 Inver Grove Market.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1499, and it is directed that only the above title and summary of Ordinance No. 1499, conforming to Minn. Stat. Sec. 331A.01, be published with the following:

NOTICE

A printed copy of the full text of Ordinance No. 1499 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: **Resolution Authorizing Summary Publication for Ordinance No. 1503**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Kevin Shay, Planning Manager, 651.450.2569

ACTION REQUESTED

The Council is asked to adopted the attached Resolution, authorizing publication of a summary of Ordinance No. 1503, an ordinance amending Title 10 of the City Code for the exterior building materials related to hoop structures.

BACKGROUND

The City Council approved Ordinance No. 1503 at its June 9, 2025 meeting. The Ordinance amends the exterior building materials section to allow hoop structures in the Industrial and Institutional zoning districts with standards limiting the use.

FISCAL IMPACT

There are cost savings associated with publishing summary ordinances.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution for Summary Publication

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE NO. 1503,
AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE FOR THE EXTERIOR BUILDING
MATERIALS RELATED TO HOOP STRUCTURES**

WHEREAS, on June 9, 2025, the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1503, an ordinance amending Title 10 of the City Code for the exterior building materials related to hoop structures; and,

WHEREAS, state law requires that all ordinances adopted be published prior to becoming effective; and,

WHEREAS, pursuant to Minn. State. Sec. 412.191, subd. 4, the Council may, by a 4/5 vote, direct that only the title and a summary be published; and,

WHEREAS, the City Council for the City of Inver Grove Heights has reviewed the summary of Ordinance No. 1503 which is attached hereto to 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. 1503 would clearly inform the public of the intent of the ordinance; and,

WHEREAS, due to the length of Ordinance No. 1503, the City Council desires to publish a summary of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, by a vote of at least four-fifths of its members, that the City Council hereby:

1. Approves the text of the summary of Ordinance No. 1503 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. 1503 in the City's official newspaper.
2. Directs the City Clerk to ensure that a full and complete printed copy of Ordinance No. 1503 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. 1503 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 23rd day of June, 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

SUMMARY PUBLICATION ORDINANCE NO. 1503

A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE NO. 1503, AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE FOR THE EXTERIOR BUILDING MATERIALS RELATED TO HOOP STRUCTURES

On June 9, 2025, the City of Inver Grove Heights, Dakota County, Minnesota adopted Ordinance 1503, an ordinance Amending Title 10 of the City Code for the exterior building materials related to hoop structures

Ordinance No. 1503 amends the exterior building materials section to allow hoop structures in the Industrial and Institutional zoning districts with standards limiting the use.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1503, and it is directed that only the above title and summary of Ordinance No. 1503, conforming to Minn. Stat. Sec. 331A.01, be published with the following:

NOTICE

A printed copy of the full text of Ordinance No. 1503 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: **Resolution Authorizing Summary Publication of Ordinance No. 1504 and 1505**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Kevin Shay, Planning Manager, 651.450.2569

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing publication of a summary of Ordinance No. 1504 and 1505, ordinances amending Title 9 and Title 10 of the City Code related to above ground storage tanks.

BACKGROUND

The City Council approved Ordinance No. 1504 and 1505 at its June 9, 2025 meeting. The Ordinances move language from the Fire Prevention section of the City Code to the Zoning Ordinance and amend the use table to allow fuel storage tanks as accessory uses.

FISCAL IMPACT

There are cost savings associated with publishing summary ordinances.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution for Summary Publication

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE NO. 1504
AND 1505, ORDINANCES AMENDING TITLE 9 AND TITLE 10 OF THE CITY CODE RELATED
TO ABOVE GROUND STORAGE TANKS**

WHEREAS, on June 9, 2025, the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1504 and 1505, ordinances amending Title 9 and Title 10 of the City Code related to above ground storage tanks; and,

WHEREAS, state law requires that all ordinances adopted be published prior to becoming effective; and,

WHEREAS, pursuant to Minn. State. Sec. 412.191, subd. 4, the Council may, by a 4/5 vote, direct that only the title and a summary be published; and,

WHEREAS, the City Council for the City of Inver Grove Heights has reviewed the summary of Ordinance No. 1504 and 1505 which is attached hereto to 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. 1504 and 1505 would clearly inform the public of the intent of the ordinance; and,

WHEREAS, due to the length of Ordinance No. 1504 and 1505, the City Council desires to publish a summary of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, by a vote of at least four-fifths of its members, that the City Council hereby:

1. Approves the text of the summary of Ordinance No. 1504 and 1505 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. 1504 and 1505 in the City's official newspaper.
2. Directs the City Clerk to ensure that a full and complete printed copy of Ordinance No. 1504 and 1505 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. 1504 and 1505 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 23rd day of June, 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

SUMMARY PUBLICATION ORDINANCE NO. 1504 AND 1505

A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE NO. 1504 AND 1505, ORDINANCES AMENDING TITLE 9 AND TITLE 10 OF THE CITY CODE RELATED TO ABOVE GROUND STORAGE TANKS

On June 9, 2025, the City of Inver Grove Heights, Dakota County, Minnesota adopted Ordinance 1504 and 1505, ordinances amending Title 9 and Title 10 of the City Code related to above ground storage tanks.

Ordinance No. 1504 and 1505 move language from the Fire Prevention section of the City Code to the Zoning Ordinance and amend the use table to allow fuel storage tanks as accessory uses.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1504 and 1505, and it is directed that only the above title and summary of Ordinance No. 1504 and 1505, conforming to Minn. Stat. Sec. 331A.01, be published with the following:

NOTICE

A printed copy of the full text of Ordinance No. 1504 and 1505 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: **3rd Amendment to the Final Design Contract for City Project No. 2016-17 - 117th Street Reconstruction**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

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

BACKGROUND

On May 8, 2023, the City Council approved a Joint Powers Agreement (JPA) with Dakota County for the final design, right of way acquisition, and jurisdictional transfer associated with the 117th Street Reconstruction Project (City Project No. 2016-17). At the same meeting, the City Council also approved a contract with SRF Consulting Group, Inc. (SRF) for the final design engineering for the project in the amount of \$977,547. Based on the JPA, the City's share of the final design costs was estimated at 30% (\$293,264), and the County's share was 70% (\$684,283). The original contract with SRF did not set a final completion date, but the RFP had estimated final design completion with project bidding occurring in the Spring/Summer of 2024.

Amendment No. 1 was approved on September 9, 2024, extending the final completion date to March 31, 2025, and increasing the final design contract cost by \$240,631 to account for several final design scope changes. Amendment No. 2 was approved on January 27, 2025 for the amount of \$49,462, to account for design modifications and permit requirements to obtain a utility and crossing agreement with Union Pacific Railroad (UPRR) for two railroad crossings. Although the plans were "finalized" and approved by MnDOT in August, 2024, the project has not been bid pending resolution of all railroad and utility agreements. Since Amendment No. 2 was approved, City and County staff have continued to work with UPRR and various utility companies to identify and resolve utility conflicts and finalize all project agreements. Through this process, minor plan modifications were identified and implemented into the final plans to take advantage of competitive bidding for the work, as opposed to implementing those changes via a post-bid change order. The time that has elapsed since the original plan approval requires updates to time-sensitive contract provisions related to prevailing wages, equal employment and opportunity, and other State and Federal contracting provisions that are updated semi-annually. The project schedule also needs to be updated, as the start date for construction has shifted from May 2025 to September 2025. These updates affect several sections of the contract documents for the project that need to be updated. The cost of these changes was not included in the scope of work for Amendments No. 1 or No. 2. As such, the total amount of extra work identified in Amendment No. 3 is \$21,000, or approximately 2% more than the original final design contract. The City would be responsible for 30% of these additional costs (\$6,300). Amendment No. 3 also extends the completion date of the preliminary design contract by

four months to September 30, 2025, to ensure the project can be bid prior to contract completion date.

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

FISCAL IMPACT

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

	City of IGH Cost Share (30%)	Dakota County Cost Share (70%)	Total Cost
Final Design - JPA Estimate (5/8/2023)	\$291,017	\$678,548	\$969,475
Final Design Engineering Contract (SRF)	\$293,264	\$684,283	\$977,547
Amendment No. 1	\$72,189	\$168,442	\$240,631
Amendment No. 2	\$14,839	\$34,623	\$49,462
Amendment No. 3	\$6,300	\$14,700	\$21,000
Total Contractual Obligation	\$386,592	\$902,048	\$1,288,640

The cost for the City's share of Amendment No. 3 to the contract will be funded through Fund 436 - 117th Street Reconstruction Fund.

The current cost estimate for final design engineering, based on the estimated final construction cost and typical legal, engineering, administrative, and finance (LEAF) costs identifies final engineering costs in the amount of \$1,353,256, which is greater than the above-noted design costs with Amendment No. 1, 2, and 3. This is a key indicator that the design cost amendments remain within a reasonable range for a project of this size and scope.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

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

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDMENT NO. 3 TO THE FINAL DESIGN ENGINEERING
CONTRACT WITH SRF CONSULTING GROUP, INC. FOR THE 117TH STREET RECONSTRUCTION
PROJECT (CITY PROJECT NO. 2016-17)**

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

WHEREAS, the cost split between the City and County for the final design engineering was estimated at 30% City (\$291,017) and 70% County (\$678,548), for a total cost of \$969,475; and

WHEREAS, the City and SRF Consulting Group, Inc. (SRF) entered a Contract for final design engineering of 117th Street in the amount of \$977,547 on May 8, 2023; and

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

WHEREAS, the City Council approved Amendment No. 2 to the contract on January 27, 2025, increasing the contract value by \$49,462 to \$1,267,640; and

WHEREAS, due to requested design modifications to accommodate private utility relocations and construction agreements with multiple utilities and Union Pacific Railroad, changes to the project construction schedule, and changes to key contract provisions at the State and Federal levels, the plans and contract documents require updating prior to final bidding for the project; and

WHEREAS, these changes, being outside the original scope of the work, result in additional costs in the amount of \$21,000 to be incurred by SRF Consulting Group, Inc. to complete the final plan engineering deliverables through contract bidding as defined in the Contract.

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

1. The City hereby approves Amendment No. 3 to extend the completion date of the Contract to September 30, 2025, and increase the approved Contract value by \$21,000 to \$1,288,640.
2. Based on the cost split in the JPA between the City and County, the City's share of the increased Contract cost will be \$6,300 (30%) and will be funded through Fund 436 – 117th Street Reconstruction Fund.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 23rd day of June 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Amendment No. 3
To
Professional Services Agreement for City Project No. 2016-17
117th Street Reconstruction - Final Design**

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

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

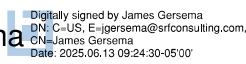
E. Consultants Amendment Request Proposal dated June 4, 2025.

Section 5. Compensation: **Exhibit B** is supplemented further by the compensation estimate provided for additional services as listed in the Consultant's Amendment Request Proposal dated June 4, 2025.

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

CONTRACTOR
SRF Consulting Group, Inc.

CITY
City of Inver Grove Heights

Signed: James Gersema 
Digitally signed by James Gersema
DN: C=US, E=jgersema@srfconsulting.com,
CN=James Gersema
Date: 2025.06.13 09:24:30-05'00'

By: James Gersema

Its: Vice President

Date: 6/13/2025

Signed: _____

By: Brenda Dietrich

Its: Mayor

Date: _____

ATTEST

Signed: _____

By: Rebecca Kiernan

Its: City Clerk

Date: _____



June 4, 2025

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

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

Dear Brian Connolly:

As we have been working to progress the final plan toward bidding and working with the County to acquire Utility Agreements, we have identified work that is required to be completed to assist with that coordination. This work is not part of the original or amended project scope and budget. The City and County have requested that the additional work be performed and incorporated into the project construction documents, including:

Scope of Services

- Coordinate, design, and incorporate into the construction plan a concrete protection slab for the existing 16-inch High Pressure Gas Main owned by Xcel Energy. The concrete protection slab is located where the new roadway curve departs from the original alignment near the west end of the project. The revision includes preparing new plan details and revising the plans to reflect the addition.
- Coordinate, design, and incorporate into the construction plans a revised trail profile for a portion of the project to accommodate clearances to Xcel Transmission Lines. The minimum clearances have recently been provided by Xcel, and a plan revision is required to accommodate that information.
- Revise the specifications and estimates to reflect the changes identified above and to reflect the extended timeline for bidding and construction due to the delays in RR Agreement and Utility Agreement Approvals.
- Extend the management and coordination timelines to reflect the extended timelines indicated above.

Assumptions

Specifications will continue to use the MnDOT 2020 Standard Specification for Construction.

Schedule

We will complete this work within a mutually agreed-upon time schedule but anticipate completing the design and plan changes for submittal to MnDOT State Aid in June 2025, together with the recently requested revisions for the roadway/driveway redesign from Dakota County.

Amendment Request

The total current contract amount, including previous amendments, is \$1,267,640. Based on the added scope of services above, we respectfully request an increase in budget of \$21,000. This would increase the total authorized contract amount to \$1,288,640.

We further request a new contract expiration date of September 30, 2025

Acceptance/Notice to Proceed

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

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

Sincerely,

SRF Consulting Group, Inc.



James Gersema
Vice President

JG/MT/ajs



Michael Turner, PE
Project Director

Approved: City of Inver Grove Heights

(Signature) _____

Name _____

Title _____

Date _____

**See Amendment No. 3
with Resolution for
Approval Certifications**

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

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Request for Council Action

SUBJECT: **Resolutions Awarding Contract and Approving Budget for City Project No. 2025-09I - 2025 Ultra Thin Bonded Wear Course (UTBWC)**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, awarding a contract and approving a budget for the removal of chip seal and application of Ultra Thin Bonded Wear Course (UTBWC) for City Project No. 2025-09I.

BACKGROUND

In 2023, the Public Works Department researched and tested a pavement maintenance solution to remedy surface stripping of pavements in the South Grove area of Inver Grove Heights due to the failure of a previous application of a chip seal over porous pavements. The solution involved the use of micro-milling the in-place pavement to remove the stripping chip seal and utilizing Ultra-Thin Bituminous Wear Course (UTBWC) as a replacement driving surface. The resulting product showed positive results in terms of addressing the pavement issues while reducing the need for patching and additional maintenance activities. As a result, staff included UTBWC for several streets in the South Grove area in the 5-year CIP for further application in 2024, 2025, and 2026, and \$1 million was included in the 2025 PMI budget for this work.

For the current project, the Public Works Department compiled a bid package which included approximately 4.33 miles of roadway with a flexible start date that would result in contractor flexibility to complete the project during the summer months and fit it among their other projects. The bid package was advertised on May 25, 2025, and bids were received and opened on June 17, 2025. The single (and subsequent low) bidder was Asphalt Surface Technologies with a total bid of \$847,062.50.

FISCAL IMPACT

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

PROJECT	CONTRACT AWARD	5% CONSTRUCTION CONTINGENCY	PROPOSED BUDGET (WITH CONTINGENCY)
2025-09I	\$847,062.50	\$42,353.13	\$889,415.63

Funding for Project 2025-09I would come from the Pavement Management - Local Streets Fund

(Fund 440) as indicated in the attached Resolution. As noted above, \$1,000,000 had been budgeted for this project in the 2025 Pavement Management Fund budget.

RECOMMENDATION

Staff recommends adoption of the attached Resolutions, awarding the contract to Asphalt Surface Technologies Corp. in the amount of \$847,062.50 and approving the budget for City Project No. 2025-09I.

ATTACHMENTS

1. Resolution - Award Contract 2025-09I - 2025 UTBWC
2. Resolution - Approve Budget 2025-09I - 2025 UTBWC

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

RESOLUTION NO. _____

**RESOLUTION AWARDING CONTRACT TO ASPHALT SURFACE TECHNOLOGIES CORP.
FOR CITY PROJECT NO. 2025-09I – 2025 ULTRA THIN BONDED WEAR COURSE (UTBWC)**

WHEREAS, pursuant to an advertisement for bids for the 2025 Ultra-Thin Bonded Wear Course project, City Project No. 2025-09I, bids were received and opened online on June 17, 2025, at 11:00 a.m., read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

CONTRACTOR	5% BID BOND	BID
Asphalt Surface Technologies Corp.	YES	\$847,062.50

WHEREAS, the City has identified a cap of \$1,000,000 for construction costs associated with this project as part of the 2025 Pavement Management Fund (Fund 440) budget; and,

WHEREAS, Asphalt Surface Technologies Corp. has provided a bid with a total cost of \$847,062.50, that is under the cap and is the lowest responsible bidder.

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

- 1) The Mayor and Clerk are hereby authorized and directed to enter a contract with Asphalt Surface Technologies Corp. in the name of the City of Inver Grove Heights, for City Project 2025-09I – 2025 Ultra-Thin Bonded Wear Course (UTBWC) according to plans and specifications approved by the City Engineer and on file at the Office of the City Clerk.
- 2) Project funding for the City Project No. 2025-09I shall be provided by the Pavement Management – Local Streets Fund (Fund 440).

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 23rd day of June 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING BUDGET FOR CITY PROJECT NO. 2025-09I – 2025 ULTRA
THIN BONDED WEAR COURSE (UTBWC)**

WHEREAS, the City Council has considered City Project No. 2025-09I, removing and replacing stripping chip seal on various streets located throughout the South Grove area with Ultra-Thin Bonded Wear Course; and

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

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

- 1) The following budget is hereby adopted for City Project No. 2025-09I:

PROJECT COSTS	2025-09I
Construction Bid	\$847,062.50
Construction Contingency	\$42,353.13
TOTAL	\$889,415.63

FUNDING SOURCES	2025-09I
Pavement Management – Local Streets (Fund 440)	\$889,415.63
TOTAL	\$889,415.63

- 2) The Public Works Director is authorized to direct the use of contingency funds up to the approved amount for project work in the case of changes in site conditions, quantity adjustment, or unforeseen expenses necessary to complete the project as proposed.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 23rd day of June 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Approving Joint Powers Agreement for City Project No. 2024-24 - Concord Blvd. Pedestrian Safety Improvements**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a Joint Powers Agreement (JPA) with Dakota County for the construction, maintenance, and cost participation of City Project No. 2024-24 - Concord Blvd. Pedestrian Safety Improvements.

BACKGROUND

In 2023, Dakota County received several federal funding grants to use on multiple multi-modal transportation and infrastructure and improvement projects across Dakota County. The County has allocated \$2.3 million of these grants to perform pedestrian and bicycle safety improvements at select locations along the Mississippi River Greenway (formerly the Mississippi River Regional Trail) throughout the City of Inver Grove Heights; including along and across CSAH 56 (Concord Boulevard) between 65th Street and Coffman Path, along Cahill Avenue from Concord Boulevard to a point approximately 800 feet south of Concord Boulevard, and at select trail crossings of Inver Grove Trail between Pine Bend Elementary School and 102nd Street.

Dakota County has completed design of the project, and, as part of the County's cost-sharing policy, is covering the full cost of the proposed improvements from design through construction. The City, by separate agreement, has maintenance responsibilities for certain components of stormwater infrastructure that will be installed/modified as part of this project (City Maintenance Agreement No. C0025413). The project also impacts City-owned street and utility infrastructure within the project limits. As such, a Joint Powers Agreement (JPA) is proposed in accordance with Minnesota State Statutes 162.17 and 471.59 to authorize the improvements to the City's facilities, and to identify responsibilities between the participating agencies for completion of the construction and maintenance of the project improvements in the future.

FISCAL IMPACT

In accordance with the Dakota County 2040 Transportation Plan (July 2021), Appendix A polices F.1 through F.19 (which are included in Attachment A of the attached JPA), Dakota County will pay for 100 percent of the local share of the project. As noted in Section 7 of the JPA, the County and City agree that there shall be no cost to the City for this Project.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving the Joint Powers Agreement (JPA) with Dakota County for the construction, maintenance, and cost participation of City Project No. 2024-24 - Concord Blvd. Pedestrian Safety Improvements.

ATTACHMENTS

1. RESOLUTION - 2024-24 - JPA
2. Joint Powers Agreement - 2024-24

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

RESOLUTION NO. _____

**RESOLUTION TO ENTER INTO A JOINT POWERS AGREEMENT WITH DAKOTA
COUNTY FOR CONSTRUCTION, MAINTENANCE, AND COST PARTICIPATION ON CSAH 56
(CONCORD BOULEVARD) PEDESTRIAN IMPROVEMENTS**

WHEREAS, the City of Inver Grove Heights ("City") and Dakota County ("County") desire to complete construction of a pedestrian and multi-modal transportation improvement associated with the Mississippi River Greenway ("MRG") on CSAH 56 (Concord Blvd.) between 65th Street and Coffman Path, on Cahill Ave. from Concord Blvd. to approximately 800 feet south, and on Inver Grove Trail at select trail crossings; and

WHEREAS, the County, as the lead agency, has completed final design of the project; and

WHEREAS, as part of the County's cost sharing policy, the County is covering the full cost (100%) of the SRTS improvements from design through construction; and

WHEREAS, the City, by way of separate maintenance agreements with the County, has maintenance responsibilities for components of the existing stormwater system along the MRG, and the project impacts City-owned street and utility infrastructure within the project limits; and

WHEREAS, the City and County have drafted a Joint Powers Agreement (JPA) in accordance with Minnesota State Statutes 162.17 and 471.59 to authorize the improvements to the City's infrastructure facilities, and to identify responsibilities between the two parties for the completion of construction and maintenance of the project improvements.

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

- 1) The Joint Powers Agreement with Dakota County for the Construction, Maintenance, and Cost Participation for City Project No. 2024-24 - Concord Blvd. Pedestrian Safety Improvements is hereby approved.
- 2) The City Engineer, Mayor, City Attorney, and City Clerk are hereby authorized to carry out the agreement on the City's behalf.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 23rd day of June 2025.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**JOINT POWERS AGREEMENT FOR
CONSTRUCTION, MAINTENANCE, AND COST PARTICIPATION**

**BETWEEN
THE COUNTY OF DAKOTA
AND
THE CITY OF INVER GROVE HEIGHTS
FOR**

DAKOTA COUNTY PROJECT NO. 56-14

CITY PROJECT NO. 2024-24

SYNOPSIS: Dakota County and the City agree to construction, and ongoing maintenance of the pedestrian and bicycle safety improvements at select locations along and across CSAH 56 (Concord Boulevard) between 65th Street and Coffman Path, Cahill Avenue 800 feet South of Concord Boulevard, and select trail crossings of Inver Grove Trail between Pine Bend Elementary School and 102nd Street.

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

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

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with County Project 56-14/City Project 2024-24; and

WHEREAS the purpose and need for the project is to *improve multi-modal mobility and safety*; and

WHEREAS, to address the purpose and need for this Project, County Project 56-14 will include pedestrian and bicycle safety improvements at select locations along and across CSAH 56 (Concord Boulevard) between 65th Street and Coffman Path, Cahill Avenue 800 feet South of Concord Boulevard, and select trail crossings of Inver Grove Trail between Pine Bend Elementary School and 102nd Street (the "Project"); and

WHEREAS, to more efficiently deliver the Project, the County and the City mutually desire to partner with one another in exercising their joint powers to complete construction, administration, and maintenance of the Project, as well as to determine each Parties' respective share of Project costs; and

WHEREAS, the County and City have included the Project in their Capital Improvement Programs; and will jointly participate in the costs of maintenance of the Project per the Cost Sharing Policy within the Dakota County 2040 Transportation Plan (July 2021) and the and

Joint Powers Agreement (JPA) between Dakota County and the City of Inver Grove Heights for Construction of the Mississippi River Regional Trail – Central Segment, or any amendments thereto; and

WHEREAS, An \$8.8 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant was awarded to Dakota County in 2023 for three projects. Of the \$8.8 million grant award, \$2.3 million of that funding has been allocated to CP 56-14 and CP 28-69. CP 28-69 is a trail gap project that will be delivered and constructed with CP 56-14, which grant amount in conjunction with the grants and direct federal funding identified below is sufficient to cover the entire cost of the construction of the Project; and

WHEREAS, Dakota County will receive \$668,000 in Alternative Transportation grant funds from the National Park Service (NPS) for CP 56-14 and CP 97-277 (a wayfinding and trail enhancement project to be constructed in 2026)

WHEREAS, Dakota County will receive \$850,000 in direct federal funds through a legislative session for 2025 use for CP 56-14 and CP 28-69; and

WHEREAS, A \$500,000 Active Transportation Grant was awarded in 2023 to Dakota County for CP 56-14 and CP 28-69; and

WHEREAS, an Infrastructure and Investment Jobs Act (IIJA) matching fund grant was awarded to Dakota County in 2023 for a value up to \$2,439,999.90 for three projects. Of the awarded IIJA grant, \$561,087.63 is available for CP 56-14 and CP 28-69 to serve as the local match funds for construction with the final amount dependent on the contract award value; and

NOW, THEREFORE, it is agreed the County and City will share Project responsibilities as detailed in this Agreement and, in accordance with the County's adopted cost share policy, jointly participate in the Project and Project construction and maintenance costs as set forth

herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

1. Project Administration. The County shall be the lead agency for design, right-of-way acquisition, construction, construction administration, and maintenance of the Project. Subject to the requirements below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.
2. Plans, Specifications and Award of Contract. The County will prepare plans and specifications consistent with County and City design standards, State-Aid design standards and MnDOT standards and specifications. The Parties' mutual concurrence with the plans and specifications is required prior to advertising for bids. Within 7 days of opening bids for the construction contract, the County as the lead agency shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence by the City and the State in the award of the construction contract to the lowest responsible bidder. Upon written concurrence from the City and State, the lead agency may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. The contract construction shall be performed in accordance with approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.
3. Right of Way: The preliminary design of the Project will identify the existing right-of-way, as well as the permanent and temporary highway easements, drainage, and utility easements necessary for the improvements. The County will obtain permanent highway right-of-way for road and signal reconstruction, including easements for trails, drainage, and utilities, in accordance with applicable state and federal laws and regulations. Upon project completion, any right-of-way required for municipal street improvements will be transferred to the city.

By this Agreement, the City will allow the County access and use of all adjacent city-controlled public easements, real property, and rights-of-way necessary for the construction of the Project for the duration of the construction period. Adjacent city-controlled public easements encompass but are not limited to, real property, sidewalk easements, landscape easements, and drainage and utility easements. The City easements will be shown within the construction limits specified in the Project plans. Upon completion of the Project, the County will, by this Agreement, cede use of City easements and the City will retain easement ownership. In addition to the temporary access, the City will provide the County with any necessary highway easements on City property for the Project at no cost. Easements can include but are not limited to highway, trail, drainage, utility, and retaining wall easements. The easement must be necessary to complete the work directly applicable to the construction defined by this Project's purpose and need.

4. City Permits. Through this Agreement, the City will permit work to occur within the City's right-of-way as defined in the final plans and specifications for the Project. The County, or its contractors, must secure a city building permit for retaining walls with construction height equal to or greater than 48 inches (four feet), and any other City permits as required by City Code for work conducted inside the City's right-of-way. The City hereby agrees to waive the all permit fees for the permits obtained by the County.

All construction activities, including traffic control on City-owned streets, must comply with applicable state and city standards and specifications to fulfill the City's requirements. The City reserves the right to inspect construction materials and methods as necessary. The Parties agree that the County will be responsible for managing the right-of-way and for issuing permits that authorize any permittee to excavate, install, conduct maintenance, or place obstructions, including signs, within the County right-of-way or drainage and utility easements for the Project. The County will consult City staff before permits are issued within public drainage and utility easements to ensure compliance with all relevant city ordinances. The City retains the

authority to issue and manage other permits required under the building code or city zoning regulations.

5. Construction. Construction costs shall include all highway and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the current adopted Dakota County Transportation.
6. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserves the right to inspect construction materials and methods as needed.
7. Cost Share. After application of all applicable cost sharing provisions of this Agreement and the Dakota County 2040 Transportation Plan (July 2021) Appendix A (Attachment A) policies F.1 through F.19, the County will participate in the Project as defined below after deducting federal and state cost participation amounts.

The County will provide funding for the Project in accordance with the following cost participation policies for the Engineering Costs, right-of-way acquisition and construction costs:

- F.15, Small Safety Projects: The County will participate 100 percent for costs associated with the pedestrian crossing improvements including curb and gutter, removals, drainage modifications, and ADA ramps.

An \$8.8 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant was awarded to Dakota County in 2023 for three projects. Of the

awarded grant, \$2.3 million of that funding has been allocated to CP 56-14 and CP 28-69. Dakota County will receive \$668,000 in ATP funds from the National Park Service for CP 56-14 and CP 97-277. Dakota County will also receive \$850,000 in direct federal funds through a legislative session for 2025 use on CP 56-14 and CP 28-69. Additionally, A \$500,000 Active Transportation Grant was awarded in 2023 to Dakota County for CP 56-14 and CP 28-69. If these funds do not sufficiently cover construction costs, Dakota County has MnDOT IIJA Funds available to use for the projects up to \$280,544 that were awarded in 2024.

Total grant funding available for this project is \$3,930,544. The current engineer's estimate for construction is \$3,609,186.40. Therefore, the construction of the project is anticipated to cover the project cost.

Notwithstanding anything to the contrary in this Agreement or the County's Cost Share Policy referenced above, the County and City hereby agree that there shall be **no cost to the City for the construction or any other aspect of this Project except as provided in Section 3 of this Agreement, regardless of what the final Project costs are. The City shall only be responsible for maintenance costs as detailed elsewhere in this Agreement.**

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

9. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Project's cost participation must be approved by the authorized representative of each Party prior to execution of the change order or supplemental agreement (See Section 22 of this Agreement). Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.
10. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
11. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31st, 2026.
12. Final Acceptance. Final completion of the Project must be approved by both the County and the City.
13. Pavement Maintenance. Upon acceptance of the Project, the City shall be responsible for all pavement maintenance within City -owned right-of-way. The County shall be responsible for all pavement maintenance within County-owned right-of-way unless necessitated by a failure of a City utility system or installation of new City-owned facilities.
14. Pavement Marking and Traffic Signing Maintenance. Pavement markings will be installed as applicable for the operation of the highway and intersections along the Project area as outlined in the plans. The City shall be responsible for all pavement marking and sign maintenance within City right-of-way and the County shall be responsible for all pavement marking and sign maintenance within the County right-of-way unless necessitated by installation of new facilities.

15. Drainage Area and Stormwater or Drainage Facilities Maintenance. Upon final acceptance of the Project, maintenance of any storm sewer systems shall be provided in accordance with the current County and City Maintenance Agreement No. C0025413.
16. Sidewalks and Trails. Upon final acceptance of the Project, maintenance of sidewalks and trails, including resurfacing and reconstruction, shall be provided in accordance with the current adopted Dakota County Transportation Plan and the Joint Powers Agreement (JPA) between Dakota County and the City of Inver Grove Heights for Construction of the Mississippi River Regional Trail – Central Segment, or any amendments thereto, and use, maintenance and occupancy of the entire Mississippi River Regional Trail (MRRT) located in the City of Inver Grove Heights (Attachment B).
17. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules, and contract administration procedures unless amended by the contract specifications.
18. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement resulting from negligent acts or omissions of the City and/or those of City employees or agents. All Parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either Party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The County shall include the City as an additional insured party in the contract documents.

19. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of the County's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.
20. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.
21. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County Transportation Plan after completion of the construction provided for in this Agreement.
22. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

Dakota County

Inver Grove Heights

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

Paul Merchlewicz, City Engineer
(or successor)
8150 Barbara Avenue,
Inver Grove Heights, MN 55077
Office: (651)450-2572
pmerchlewicz@ighmn.gov

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

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

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

City Engineer

By _____

Its: Mayor

APPROVED AS TO FORM:

(SEAL)

By _____
City Attorney

Date _____

By _____

Its: City Clerk

Date: _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

Erin Laberee
Its: County Engineer

By: _____
Georg Fischer
Its: Physical Development Director

Date: _____

APPROVED AS TO FORM:

/s/ Joseph Marek 05/29/2025

Assistant County Attorney Date
KS-2025-00162

No. _____ Date: _____

Attachment A
Dakota County 2040 Transportation Plan
Cost Share Policy

- **Development Driven Investments**
Encourage cities to pursue local and/or private investments in the transportation system to address transportation needs necessitated by development.
- **Trunk Highway Corridor and Interchange Projects**
Work with MnDOT and local partners to develop funding for priority trunk highway corridor and interchange projects on a case by case basis.
- **Shared Purchases**
Participate in shared purchase and use of equipment, services, and materials with other governmental agencies when practical.
- **State Funding**
Support increases in long term, sustainable state funding for highway and bridge purposes.
- **State/Federal Bridge Funding**
Pursue funding for replacement of bridges that are eligible for state and/or federal funding.
- **CSAH Revenue**
Pursue opportunities with County State Aid Highway needs and CSAH system changes to maximize funds made available to Dakota County.
- **Metropolitan County Highway Funding**
Support the current distribution to metropolitan counties for Motor Vehicle Lease Sales Tax and Flexible Highway Account revenues.

The following **policies** support the goal of directing limited resources to the highest priority needs of the transportation system. Revisions to previous Plan policies are identified in Appendix A, pages A-14 through A-31.

F.1 Cost Participation - Roadway

For cities with populations over 5,000, the county will participate in engineering and construction costs for county highway and associated improvements as defined in Table 4 after deducting federal and state cost participation amounts, for the following cost-shared items, individually or in combination, for projects included in the adopted County CIP:

1. Highway construction.
2. Mitigation required by local, state and federal permits, including accessibility requirements.
3. Eligible storm sewer and other drainage facilities based on contributing flows meeting State Aid sharing factors.
4. Replacement or restoration of fences, landscaping, and driveways when affected by construction.
5. Centerline drainage culverts.
6. Existing traffic signals as part of a roadway project.
7. Replace or adjust sanitary sewer, water, and storm sewer systems, if required due to county highway construction.
8. Replace or adjust privately owned public utilities when utilities exist within privately held easements.

9. Eligible water pollution control best management practice items based on the county's share of contributing flows and meeting National Pollution Discharge Elimination System (NPDES) standards such as outlet structures, sedimentation basins and ponds, and temporary erosion control. This includes recognition of the best management practices and systems necessary to meet all local, county, state or federal storm water treatment requirements.
10. Trail and sidewalks along county highways including pedestrian crossing improvements such as beacons, median refuges and bump outs, and overpasses or underpasses, including the Transportation share of greenway crossings, as deemed necessary by the county for safe accommodation of pedestrians and bicycles in the highway right-of-way.
11. Lighting of sidewalks and trails adjacent to county highways in marked school zones and pedestrian crossings in county highways right-of-way.
12. Transit infrastructure improvements on highways, including bus pullouts, bus shelter pads, and other pedestrian facilities determined necessary to support transit.

The county will be responsible for 100 percent of the costs of existing pavement retained and/or rehabilitated through mill and overlay, resurfacing, reclamation, or other methods, as part of the final project. Applicable cost share policies will be applied to all other new construction or reconstruction involving excavation, installation, and placement of other new or reconstructed infrastructure. All other maintenance responsibilities not stated within a policy are county responsibilities. This policy (F.1) also is applied to the county highway portion of trunk highway projects.

Investment Goal Activities by County/City Share

Dakota County Highway Cost Share Policy Overview

Please refer to individual policies for specific details.

Investment Goal	Activities	County Share	City Share	Comments	Cost Share Policy
Preservation	Paved Highway Surface Gravel Highway Surface Bridge Rehabilitation Traffic Safety and Operation Pedestrian and Bicycle Facilities Retaining Wall Rail Crossings	100%	0%		F.17 F.8
	Storm Sewer Maintenance	up to 80%		Up to 80% County for leads and up to 80% City for mainline	F.7
Management	Small Safety Projects	up to 100%			F.15
	Roundabouts	up to 85%	15%	+15% City share per City leg	F.13
	New Traffic Signals	55%	45%		F.4
Replacement and Modernization	Highway Replacement Bridge Replacement Gravel Road Paving Lane Reductions 2- to 3-Lane Modernization	85%	15%	Includes improvements such as turn lanes, medians, shoulders, trails, sidewalks and school zone and pedestrian crossing lighting. Does not include additional through lanes, small safety projects, traffic signals or interchanges.	F.1 F.2 F.3 F.19
	Signal Replacement and Modernization	up to 100%		Cost split per leg	F.4
Replacement and Modernization and Expansion	Aesthetics	up to 3%		Up to 3% of construction cost	F.2
Expansion	Principal Arterials - non-Freeway	85%	15%	Does not include small safety projects, traffic signals or interchanges	F.1 F.2
	10-ton Routes and 6-lane -1/2 mile spacing	75%	25%	Does not include small safety projects, roundabouts, traffic signals or interchanges	F.3 F.14
	All Other Expansion Projects	55%	45%		
	Interchanges	avg. legs		Average of legs	

Table 4.

NOTE: The county is responsible for operation, maintenance and power cost for enhanced or dynamic signing unless otherwise noted.

F.2 Cost Participation - Aesthetic

Participate in aesthetics up to three percent of the county share of highway construction costs (excluding right-of-way, bridges, ponds, and storm sewers) prior to application of federal, state, or jurisdictional transfer funds. The county share of aesthetic participation may not exceed the local cost share for aesthetics. Aesthetics may include landscaping, plantings, decorative pavements, surface treatments, or decorative fencing. The county will not participate in aesthetics on preservation or management projects.

Aesthetic elements are subject to clear zone and sight line requirements, may not hinder normal maintenance operations, or degrade safety or operation of the highway, including trail or sidewalk facilities. The county will not participate in additional right-of-way necessary for only aesthetic enhancements. The local agency is responsible for maintenance of all aesthetic elements. Failure to maintain aesthetic elements may result in the local agency no longer being eligible for aesthetic funding participation. The county reserves the right to remove non-maintained aesthetic elements and recover costs from the local agency.

F.3 Cost Participation - Right-of-Way

For cities with populations over 5,000, the county will participate in the cost of right-of-way for county highway and associated improvements as defined in Table 4 for existing highways where right-of-way is required for:

1. The construction of items described in F.1, (1-11), F.4 (Traffic Signals), and F.13 (Roundabouts) provided city land use decisions have supported right-of-way needs in the corridor.
2. The county's portion of storm sewer and other drainage facilities based on contributing flows meeting State Aid sharing factors.
3. The county portion of water pollution control best management practice items based on the county's share of the contributing flows and meeting NPDES standards. This includes recognition of the best management practices and systems necessary to meet all local, county, state or federal storm water treatment requirements.

F.4 Cost Participation – Traffic Signals

Traffic signals on county highways including construction costs for attached streetlights, interconnection, pre-emption, etc., will be eligible for the following county engineering and construction item participation after subtracting federal and/or state funds as follows:

1. New traffic signal installation, both independent installations or when included with a broader highway project, up to 55 percent county funds.
2. Existing traffic signal replacement or modernization including operational revisions for independent intersection projects such as flashing yellow arrows and pedestrian indications up to the percentage of intersection approach legs under county jurisdiction.
3. 100 percent of traffic signal removals and any directly associated intersection revision construction costs as independent or included in a broader highway project.
4. County standard for signal poles is galvanized. Initial painting and maintenance re-painting costs are aesthetic and is at city cost.

F.5 Cost Participation Involving Federal and State Funds

Subtract from the county eligible project costs, funds received from regional federal solicitation, Trunk Highway Fund, Trunk Highway Jurisdictional Transfer Fund, or federal or state grants, with the balance of remaining costs divided according to applicable county policies.

F.6 Cost Participation for Populations Less Than 5,000

Pay all costs for eligible construction and reconstruction for county highway improvements in cities with populations less than 5,000 and all townships.

F.7 Cost Participation for Storm Sewer System Maintenance

Share the cost of city maintenance of the following elements of county transportation facility storm water drainage systems:

1. Roadway catch basins and pipes connecting catch basins to mainline pipes are eligible for up to 80 percent county participation, or the county share of contributing flows, whichever is less.
2. Mainline pipes at a minimum of 20 percent or the county's share of contributing flows, whichever is greater.
3. Storm water treatment and mitigation facilities based on the county's share of contributing flows.

4. To be eligible for county participation, a system-wide maintenance agreement between the county and local agency will be required to identify system-wide storm water roles and cost responsibilities. These cost share agreements are for actual repair and replacement projects and not for routine maintenance activities such as cleaning.
5. To be eligible for county participation, storm sewer repair and maintenance projects must be included in the currently adopted CIP or be approved by the county prior to incurring costs.

F.8 Multi-Use Trails and Sidewalk Maintenance

Participate in pavement preservation, overlay, or reconstruction of trails and sidewalks along the county highway system up to 100 percent. The city is responsible for snow and ice removal. To be eligible for county participation in trails and sidewalks, a system-wide maintenance agreement between the county and local agency will be required to identify system-wide trail and sidewalk roles and cost responsibilities.

F.9 Transit Capital and Operating

Consider participation in transit capital and operating enhancements, or pilot projects, up to 50 percent after application of federal or state funds available for the project as determined by the county.

F.10 Tax Increment Financing (TIF) Costs

Subtract from the county eligible project costs, the costs of highway improvements or other highway costs (e.g. turn lanes, traffic controls, etc.), which are, in the determination of the county, the result of tax increment financing plan or an amendment to a TIF plan with the balance of costs divided according to policies. County Board resolution is required for any significant deviation from this policy.

F.11 Township Allotment Fund

As requested by the township and approved by the County Engineer, use the "township allotment" to fund:

1. 50 percent of township road or bridge construction projects.
2. Intersection lighting of county highways, including energy costs. (Energy costs will be submitted on an annual basis.)
3. Sign replacement funding.

F.12 Capital Improvement Program

Annually prepare and review the five-year Transportation, Transportation Sales and Use Tax and Regional Railroad Authority CIP's.

F.13 Cost Participation – Roundabouts

Participate up to 85 percent of the costs for eligible engineering and construction items, including streetlights and other features determined as necessary for operation, for roundabouts as described in Policy F.1. as follows:

- o County Intersections: 25 percent base level of participation plus 15 percent for each county approach leg of the intersection.
- o Trunk Highway Intersections: 85 percent for each county leg of the intersection after application of federal and/or state funds.

The county does not participate in strictly aesthetic elements for roundabout projects.

F.14 Cost Participation – Future County Road Segments

At county discretion, participate in the construction and engineering costs in accordance with F.1 for constructing local roadways that are identified as future county highway segments to county standards, over and above the costs that would have been incurred to construct the segment to city collector street standards.

F.15 Cost Participation – Small Safety Projects

The county may participate up to 100 percent of the engineering and construction costs of the following project types based on county review or prioritization to improve the safety of the transportation system, provided that they would not otherwise be included in a larger management, replacement and modernization or expansion project, or permit request:

1. Median closures or modifications;
2. Access closures or modifications;
3. Streetlights at intersections, marked pedestrian crossing locations and lighting along county highway trails within school zones with demonstrated safety benefit based on county evaluation – Participate up to 100 percent for power and maintenance costs;
4. Turn lanes or channelization at the intersection of two county highways;
5. Pedestrian crossing improvements including median refuges, bump outs, and pavement markings;
6. Guardrail Installation; and
7. ADA required safety improvements including curb ramps, sidewalk and bus shelter pads, and sidewalk connections within county highway right-of-way.

F.16 Cost Participation – Local Roadway System

The county may participate up to 85 percent, as defined on Table 4, of the costs for construction of local roadways necessary to directly mitigate physical, safety or operational deficiencies on the county highway system. Actual participation amount shall be based on the quantifiable benefit to the county highway system, as determined by the county based on engineering study. Local roadway construction costs that will be considered include:

1. Costs associated with relocation and construction of portions of the local roadway system to provide for its continuity and operation at a level that approximates its condition prior to construction of a county highway project.
2. Costs associated with improvements necessary to adequately accommodate county highway traffic detoured onto a local roadway during county highway construction.
3. Costs to improve local roadways to adequately accommodate traffic turning from the county highway onto a local roadway due to the addition of turn lanes on the county highway.
4. Costs directly associated with removal or consolidation of existing access to the county highway system.
5. Costs associated with construction of a local roadway that directly mitigates an existing county highway safety or operational issue or directly eliminates or significantly delays the need to expand the county highway system.

F.17 Traffic Signal and Street Lighting Power Costs and Maintenance Responsibilities

Participate in the maintenance and power costs for new and replacement traffic signals and standard streetlights as follows. Aesthetically enhanced and decorative streetlights are subject to Policy F.2.

- A. New and Replacement

- a. Installation (New and Replacement) Streetlights at intersections, marked pedestrian crossing locations and lighting along county highway trails within school zones with demonstrated safety benefit based on county evaluation – Participate up to 100 percent for power and maintenance costs.
- b. Street lighting at roundabouts – The county will be responsible for power costs and maintenance on county-county and state-county intersection roundabouts and the city will be responsible on city-county intersection roundabouts.
- c. Street lighting, maintenance and power costs for traffic signals – The county will participate in power costs for traffic signals including the streetlight up to the percentage of intersection approach legs under county jurisdiction. The streetlights must be energy saving and connected to the service cabinet. Street lighting is the luminaire, pole and all wiring located above the signal mast arm. The city is responsible for maintenance of streetlights and all costs for unmetered services. Painting maintenance of streetlights for signals is 100 percent city responsibility.

B. Existing

- a. Energy saving light retrofits - The county does not participate. Cities may elect to retrofit streetlights at their cost and by permit through the county.

F.18 County Advanced Funding for City Cost Participation

The county will consider advancing the local share of a project, consistent with adopted county cost participation policies, in the approved CIP's by agreement with the city involved when all the following criteria are met:

- 1. The county determines there is a need on the county transportation system that should be addressed sooner than city funding allows.
- 2. The county has the available funds to pay the city cost share at the time the cost will be incurred.
- 3. The city submits a request to the county explaining the reason(s) for the county to advance fund their share.
- 4. The plan for city repayment is defined in an agreement between the city and county.
- 5. County advance funding is limited to a maximum 3-year period.

F.19 Left Turn Lane/Access Permit Process

In cities over 5,000 in population, the county will participate up to 85 percent of one half (42.5 percent) of the engineering, right-of-way and construction costs for left turn lanes required by the county through the access permitting process on high speed, two-lane, undivided county highways to accommodate a new access across from an existing access that does not have an existing left turn or bypass lane. For locations in cities under 5,000 in population or townships, the county may participate up to 50 percent of the engineering, right-of-way and construction costs.

Goal 1 Summary

The emphasis of this Goal is for the county to develop the best transportation system to provide for safe movement of people and goods within financial constraints. The system vision has been developed in coordination with the state, adjacent counties, cities, townships, and other transportation partners

Attachment B
Joint Powers Agreement (JPA) between Dakota County
and the City of Inver Grove Heights for Construction of
the Mississippi River Regional Trail

**JOINT POWERS AGREEMENT
BETWEEN
THE COUNTY OF DAKOTA
AND THE CITY OF INVER GROVE HEIGHTS
FOR**

Construction of the Mississippi River Regional Trail – Central segment

AND

Use, maintenance and occupancy of the entire Mississippi River Regional Trail
(MRRT) located in the City of Inver Grove Heights

23775

THIS JOINT POWERS AGREEMENT ("JPA") is entered into by and between the County of Dakota ("County") and the City of Inver Grove Heights ("City") collectively referred to as "the Parties" and witnesses the following:

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

WHEREAS, the County has been acquiring easements and constructing a pedestrian and bicycle trail in Dakota County that generally lies along the Mississippi River and which has been currently designated as the Mississippi River Regional Trail ("MRRT"), but which name may change, the substitution of which does not change the meaning or intent of this JPA; and

WHEREAS, construction of the MRRT - Central Segment in the City remains to be completed; and

WHEREAS, the County has, in consultation with the City, accomplished the final design and engineering of the MRRT - Central Segment generally described as extending along Cahill Avenue from Concord Boulevard, southerly along Cahill Avenue to Inver Grove Trail, then southerly along Inver Grove Trail until opposite Park Lake, then southerly first between Park Lake and Union Pacific property, then parallel to State Highway 52, then connecting back to Inver Grove Trail, and a section of trail from the Mn/DOT frontage road easterly into the MnDNR Pine Bend State Natural Area, as more particularly described and depicted on the map attached hereto as **Exhibit A** ; and

WHEREAS, pursuant to State of Minnesota Department of Transportation ("Mn/DOT") Agreement No. 93749-R, attached hereto as **Exhibit B**, Mn/DOT included in its improvement of T.H. 52 East Frontage Road located in the City a bituminous trail for MRRT, and upon completion of said improvement Mn/DOT agreed to release the trail to the jurisdiction of the City, and the County paid for the right-of-way acquisition and construction costs of this trail and agreed to "accept full responsibility and all obligations and liabilities arising out of the use, operation, maintenance, repair and reconstruction of the bituminous trail and all the facilities a part thereof hereunder constructed, without cost or expense to the State" or the City; and

WHEREAS, part of the MRRT – Central Segment currently occupies a portion of City street right-of-way along Cahill Avenue from Court House Boulevard to Inver Grove Trail and along Inver Grove Trail from Cahill Avenue to the railroad trestle near 100th Street East in accordance with a permit to work within the City's right-of-way issued by City and the City agrees to allow MRRT to occupy existing City right-of-way corridors as identified on Exhibit A and will issue to County a permit for a permanent regional trailway to occupy said City Right-of-Way; and

WHEREAS, part of the MRRT – Central Segment will occupy a City trail easement area the City acquired pursuant to an easement agreement from WWKM, LLC, recorded as Dakota County Recorder's Office Document No. 2621891, attached hereto as **Exhibit C**, which underlying property upon which this easement is located is now owned by County, and which trail easement the City will assign to the County by separate instrument, and the County hereby agrees to assume the obligations of the City to install five foot high black vinyl coated fencing pursuant to said easement

agreement attached hereto as Exhibit C, and the County agrees to perform at the County's sole expense said obligations of the City to install five foot high black vinyl coated fencing as part of the County MRRT – Central Segment construction project; and

WHEREAS, part of the MRRT – Central Segment will occupy a City trail easement area the City acquired pursuant to a trail easement agreement from Independent School District No. 199, recorded as Dakota County Recorder's Office Document No. 2546290, attached hereto as **Exhibit D**, and which trail easement agreement the City will assign to the County by separate instrument; and

WHEREAS, the County is responsible for securing land control necessary to accommodate the construction, maintenance, and operations of the MRRT – Central Segment; and

WHEREAS, this Agreement defines the roles and responsibilities of each party in regards to the construction of the MRRT - Central Segment; and

WHEREAS, this Agreement defines the rights of occupancy, maintenance and use of the entire MRRT that is constructed in the City through a separate Supplemental Maintenance Agreement ("SMA") that the parties will enter into, attached hereto as **Exhibit E**.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recitals. The parties hereby agree that the above-referenced recitals/WHEREAS clauses are true and correct, and constitute material terms of this Agreement; and, the above-referenced Exhibits are hereby made a part of this Agreement as follows:

Exhibit A	MRRT Map
Exhibit B	Mn/DOT Agreement No. 93749-R
Exhibit C	Easement agreement from WWKM, LLC recorded as Dakota County Recorder's Office Document No. 2621891
Exhibit D	Easement agreement from Independent School District No. 199 recorded as Dakota County Recorder's Office Document No. 2546290
Exhibit E	Supplemental Maintenance Agreement ("SMA")
Exhibit F	JPA between City and County executed by the City on August 11, 2008 and executed by the County on September 9, 2008, pursuant to County Board Resolution No. 08-332 for County Contract No. 9275

2. Construction and Engineering. The County, at its' expense, will design and construct the MRRT – Central Segment, including preparation of necessary plan sheets, specifications, construction change orders and engineering and inspection required to construct the MRRT – Central Segment.

3. Land Acquisition. The County, at its expense, is responsible for acquisition for land required for the MRRT – Central Segment and securing all required permits.

4. City Access to Project Construction. The County agrees that the City will have the right, at City expense, to inspect all construction related activities and improvements. The County agrees to allow City staff access to a pre-construction meeting, and to construction

progress meetings, as the City desires. The City may inspect the project to ensure compliance with the Storm Water Pollution Prevention Plan to prevent erosion to the greatest extent possible.

5. The City will be allowed to inspect any work that may affect the City's infrastructure, including but not limited to;

- The existing underground storm water treatment system (Triton Chambers) at the east frontage road and Inver Grove Trail (near T.H. 52).
- Existing conductivity boxes along Cahill Avenue. In the event that a conductivity box will end up on the paved trail, the City will provide a metal A-1 cover at County expense, the County shall be responsible for installing the A-1 cover at County expense.
- Existing infrastructure such as storm sewers, sanitary sewers, water mains, related appurtenances and service lines
- Any work near the existing Pine Bend lift station.
- All curb removals and crosswalks on city streets
- Existing City street signs
- The new storm sewer at 102nd Street and at the intersection of Inver Grove Trail/Cahill Avenue.
- Other City infrastructure that may be affected by the construction of the MRRT – Central Segment project.

6. City Standards. The County is responsible for meeting all City standards for the construction of the MRRT – Central Segment and completing all punch list items that result from the City inspections. The County shall provide the City with as-built record plans for the project.

7. Existing Underground Storm Water Treatment System. The County agrees to be responsible for any damage that may occur to the existing underground storm water treatment system (Triton Chambers) at the intersection of Inver Grove Trail and the East Frontage Road adjacent to T. H. 52 that is caused by construction of the MRRT – Central Segment. The County, at its expense, will accomplish a pre-construction video inspection of the treatment system and a post-construction video inspection before the project construction is finalized to determine if the system was adversely affected by construction. The County agrees to make both videos available for City review in a timely manner

8. City Permits. The City will issue the County a permit to work within the City's right-of-way allowing the County and its contractors to work on City street right-of-way for the construction of the MRRT – Central Segment. The County, or its contractors, must secure a City building permit for retaining walls and/or other structures, and any other City permits as required by City Code, and the City hereby agrees to waive the City's permit fees for the permits obtained by County. The County and its contractors shall follow the designated haul routes for the project. The County shall be responsible for any and all costs associated with

damage that occurs on the haul routes for this project that was caused by County or its agents or contractors.

9. Permits. The County will process permits for utility work and other activities within the County's right-of-way, and the City will process permits for utility work and other activities within the City's right-of-way.

10. Maintenance and Operations. The City and the County have more specifically defined the rights and responsibilities that each party agrees to assume for maintenance of the MRRT and the City's use of the MRRT. Such rights and responsibilities have been memorialized in a Supplemental Maintenance Agreement ("SMA"), attached hereto and incorporated herein as **Exhibit E**. The responsibilities and duties as set forth in **Exhibit E** may be amended from time to time by the Parties if reduced to writing, dated and signed by the duly authorized representative of each Party.

11. City Utilities. Payment for any and all water, sewer and electrical services consumed by trail fixtures will be as identified in **Exhibit E**.

12. Current Trail. The County accepts the current trail in its "as is", "where is" condition. Further, County shall be responsible for all pavement maintenance within trail right-of-way as identified in **Exhibit E** regarding maintenance issues to be determined by the Parties.

13. Right-of-Way. The City will deliver to County an executed and recordable permanent regional railway easement for the MRRT right-of-way located on City property and will issue to County a permit for a permanent regional railway to occupy City street right-of-way. The trail easement or permit will be for all railway parcels located on City-owned land, City street right-of-way and land upon which City has a trail easement, as identified on **Exhibit A**. If additional right-of-way is required for construction or maintenance of the MRRT in the City, the County will be solely responsible for obtaining any additional necessary right-of-way for trail construction or maintenance without cost to the City.

The County hereby accepts full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operations, maintenance, repair and reconstruction of the bituminous trail that is alongside the Mn/DOT frontage road referenced in **Exhibit B**, at no cost to the City.

Upon the release by the State of Minnesota of the frontage road and bituminous trail that is referenced in **Exhibit B** to the jurisdiction of the City, the City shall grant County, at no cost, a permanent permit for a regional railway over the existing bituminous trail Easement Right-of-Way.

14. Rules and Regulations. The County shall promulgate and enforce rules for use of the MRRT.

15. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this JPA and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this JPA and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. Both parties to this JPA recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466.

In the event of any claims or actions filed against either party, nothing in this JPA shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third party liability claim arising from the construction or maintenance of the MRRT, the Parties agree to require any contractors or subcontractors hired to do any of the work contemplated by this JPA to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minnesota Statutes §466.04 during the term of such activity. All such insurance policies shall name County and City as additional insureds.

16. Waiver. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any action or omission on the part of said City employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County. The opposite situation shall also apply: the City shall not be responsible under the Worker's Compensation Act for any employees of the County.

17. Audit. Pursuant to Minn. Stat. Sec. 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to the JPA are subject to examination by the County and the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this JPA.

18. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this JPA and contained in the SMA attached hereto as Exhibit E shall supersede all prior negotiations, representations or agreements between the County and the City regarding the MRRT located in the City of Inver Grove Heights, whether written or oral, except as follows:

- a. A Trailway Easement and Temporary Construction Easement between City and County for a trail easement and facilities in Heritage Village Park, dated March 26, 2009, and recorded April 13, 2009 as Document No. 2649658 with the Dakota County Recorder's Office, shall remain in full force and effect.

b. A Joint Powers Agreement between City and County for construction related to an additional segment of the MRRT, dated on or about September 9, 2008, County Contract No. 9275, and attached hereto for reference as **Exhibit F**, shall remain in full force and effect.

c. A Joint Powers Agreement between City and County for cost contribution for architectural and engineering services related to the Mississippi River Regional Trail, dated July 28, 2011, and any amendments to said Joint Powers Agreement.

d. Any future Joint Powers Agreement between the City and the County related to construction of the South Segment of the MRRT located within the City of Inver Grove Heights.

19. Authorized Representatives. The County's authorized representative for the purpose of the administration of this JPA is Lynn Thompson, Director of Physical Development, 14955 Galaxie Avenue, 3rd Floor, Apple Valley, MN 55124-8579, phone (952) 891-7007, or her successor. The City's authorized representative for the purpose of the administration of this Agreement is Scott Thureen, Public Works Director, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, phone (651) 450-2571, or his successor. All notices or communications required or permitted by this JPA shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other parties. Mailed notice shall be deemed complete two business days after the date of mailing.

20. Term. This JPA shall be effective as the date of the signatures of the parties and shall remain in effect so long as the County owns the real property and easements for a regional bicycle and pedestrian trail. In the event the Parties mutually agree to terminate this JPA, the Dakota County Board of Commissioners will approve a resolution to quit claim its rights to the easements to the City, unless such action is contrary to law or not reasonable under the circumstances. In the event of termination, the Parties shall be responsible for payment of all outstanding, incurred costs relative to their interests in the MRRT as of the date of termination. During the term of this Agreement and upon its termination the Parties shall retain ownership of their own respective personal property.

21. Termination By County For Lack Of Funding. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the City by facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

22. Relocation of MRRT Located Within City Right-of-Way. The parties agree that in the event that the City needs to widen, expand, and/or redesign its street, other transportation

facilities, and/or utilities within the City's right-of-way, the City will reconstruct the displaced MRRT trail improvements within the existing City right-of-way where practical, or the City will acquire the necessary additional right-of-way and/or trail easement rights needed for the relocation of displaced MRRT trail improvements as part of the City's construction project. The County hereby agrees to reimburse the City for the City's construction project costs and right-of-way/trail easement acquisition costs attributable to the relocation of the displaced MRRT trail improvements including, but not limited to, trail improvement design, construction and inspections costs; and, including the additional right-of-way and/or trail easement acquisition/eminent domain process costs including, but not limited to, title costs, survey costs, City appraisal costs, landowner appraisal cost reimbursement pursuant to Minn. Stat. § 117.036, City attorney's fees, landowner attorney fee awards pursuant to Minn. Stat. § 117.031, and any commissioner's or jury award of just compensation. Alternatively, in the event that the relocation of displaced MRRT trail improvements reasonably necessitates the acquisition of additional right-of-way and/or trail easement rights, the County may choose to acquire said additional right-of-way and/or trail easement rights using the County Attorney's Office, and the County may also choose to separately contract for the reconstruction of the displaced MRRT trail improvements. The City agrees to provide the County with reasonable notice of a pending displacement of the MRRT trail improvements that cannot be practically relocated within existing City right-of-way, and the County agrees to provide the City with written confirmation of how the County wants to effectuate the relocation of displaced MRRT trial improvements outside of existing City right-of-way in a timely manner that does not unreasonably delay the City construction project.

23. Amendments. Any alterations, variations, modifications, assignments or waivers of the provisions of this JPA shall only be valid when they have been reduced to writing and signed by authorized representatives of both parties.

24. Inver Grove Trail Drainage Restoration. Pursuant to paragraph 12 of the JPA between City and County executed by the City on August 11, 2008 and executed by the County on September 9, 2008, pursuant to County Board Resolution No. 08-332 for County Contract No. 9275, attached hereto as Exhibit F, the County hereby agrees to construct the following Inver Grove Trail drainage restoration and modification improvements (which are referenced in correspondence dated February 2, 2012, from City Engineer Thomas J. Kaldunski to Bruce Blair of the Dakota County Parks Department) at the County's expense as part of the County's MRRT – Central Segment construction project which are hereinafter generally described as follows and which refer to engineering plans on file with the City:

- a. The County shall construct a drainage swale on the southerly boulevard of Inver Grove Trail from engineering plan station 141+00 to 148+00.
- b. The County shall construct a concrete swale at the existing curb cut near engineering station 144+35.
- c. The County shall construct new curb and install a high capacity inlet structure from engineering station 144+35 to 141+00 on the northerly side of Inver Grove Trail.

d. The County shall construct new curb on the southerly side of Inver Grove Trail from engineering station 134+80 to 136+50, and the County shall install a new catch basin and shall install boulevard fill followed by restoration.

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

RECOMMENDED FOR APPROVAL:

[Signature]
Public Works Director

Date 29 MARCH 2012

APPROVED AS TO FORM:

[Signature] 4-9-12
City Attorney/Date

RECOMMENDED FOR APPROVAL:

[Signature]
Steve Sullivan, Director
Parks and Open Space

Date 4/10/12

APPROVED AS TO FORM:

[Signature] 4/11/2012
County Attorney/Date

K/K11-154 JPA for MRRT in IGH 2-15-12

CITY OF INVER GROVE HEIGHTS

By [Signature]
Mayor George Tourville

Date 4/9/12

Attest: [Signature]
Deputy City Clerk Melissa Rheaume

Date 4/9/12

COUNTY OF DAKOTA

By [Signature]
Lynn Thompson, Director
Physical Development

Date 4-12-12

Dakota County Board
Resolution No. 12-152

Contract No. 23775

Mississippi River Regional Trail Dakota County - 27 Miles

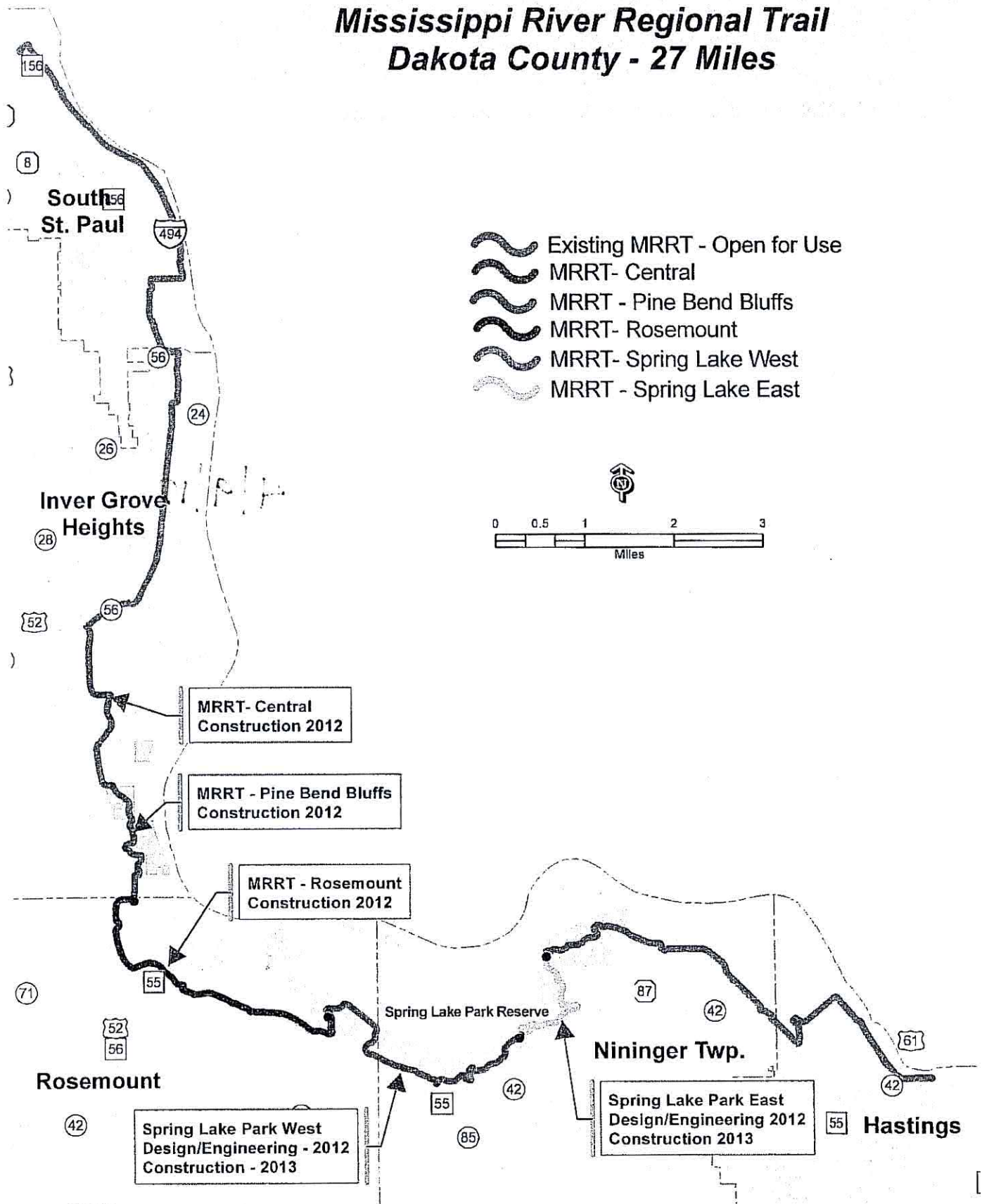


EXHIBIT E

SUPPLEMENTAL MAINTENANCE AGREEMENT

THIS SUPPLEMENTAL MAINTENANCE AGREEMENT ("SMA") is entered into between Dakota County ("County") and the City of Inver Grove Heights ("City") pursuant to a Joint Powers Agreement between County and City dated 3-29-12 for the use, maintenance and occupancy of the Mississippi River Regional Trail (MRRT) located in the City.

WHEREAS, the County and the City have jointly identified the alignment of a regional pedestrian and bicycle trail known as the MRRT through the City; and

WHEREAS, the County has acquired easements for the MRRT and the County has acquired permission to occupy City right-of-way from the City for the MRRT ("Easement Right-of-Way"); and

WHEREAS, the Parties have worked together to construct the MRRT within the Easement Right-of-Way; and

WHEREAS, the City and the County desire to more specifically define the rights and responsibilities that each party agrees to assume for maintenance of the MRRT within the boundaries of the City; and

WHEREAS, this SMA is an exhibit to the above described joint powers agreement for the MRRT – Central Segment entered into by the Parties; however, the City and County desire this SMA to apply to the entire MRRT located within the City of Inver Grove Heights.

NOW, THEREFORE, the Parties agree that maintenance responsibilities over the entire MRRT Easement Right-of-Way located in the City of Inver Grove Heights will be divided as follows:

ARTICLE I

GENERAL PROVISIONS

ARTICLE I

GENERAL PROVISIONS

- 1.1 Maintenance by the County. Unless otherwise specified in this SMA, the County will be responsible for all routine and deferred maintenance and replacement of MRRT infrastructure as improved by Dakota County or its agent at no cost to City. The County will be responsible for all routine and deferred maintenance and replacement of future MRRT infrastructure as improved for the MRRT by Dakota County or its agent at no cost to City. The County at its discretion will establish the maintenance service standards for all routine and deferred maintenance associated with the MRRT. The County will be responsible for the maintenance of County right-of-way and County easements along a County Road that is outside of the 2' clear-zone adjacent to the MRRT. The County will be responsible for routine or deferred maintenance such as, but not limited to the following:

- A. Vegetation management such as applying herbicide for the benefit of the MRRT when necessary to control noxious weeds such as thistle, poison ivy and similar weeds, non-desirable woody plant control, stump or foliar treatment of small plants, or for prairie establishment.
- B. Maintenance of vegetation within the Easement Right-of-Way is limited to the needs of the trail. Typically a 2' wide "clear-zone" is mowed adjacent to each bituminous edge along the entire length of the MRRT regardless of underlying land ownership. Where tree branches interfere with trail use, branches may be removed beyond the 2' clear-zone in order to apply best management practices of arboriculture for the health of the tree. All vegetation work will be done within the Easement Right-of-Way. Notwithstanding the above typical 2' wide mowed "clear-zone" provision, the County hereby agrees to mow the entire right-of-way boulevard for Concord Boulevard where the MRRT is located.
- C. Erosion control and stabilization pertaining to the MRRT.
- D. All utilities such as storm sewer infrastructure pertaining to the MRRT.
- E. Plantings of turf, trees, shrubs, prairie grasses and wildflowers for purposes of erosion control, screening or improved corridor aesthetics, with the permission of the City if placed on City owned easement or right-of-way.
- F. Maintenance, repair, or replacement of signs that were installed by the County. These may include regulatory, warning, safety, way-finding, interpretive, and monument signs.
- G. Maintenance, repair or replacement of fences, retaining walls, miscellaneous site amenities and furnishings adjacent to the MRRT that are constructed by Dakota County for purposes of the MRRT.
- H. Sweeping of the MRRT.
- I. Snow-plowing and ice control pertaining to the MRRT at the discretion of the County.
- J. Graffiti control and removal from County infrastructure pertaining to the MRRT
- K. Maintenance, repair or replacement of the bituminous surface of the MRRT.

- 1.2 Maintenance by the City. Unless otherwise specified in this SMA, the City will be responsible for all routine and deferred maintenance and replacement of infrastructure as improved by the City or its agent for City trails that connect to the MRRT within the MRRT Easement Right-of-Way at no cost to County. The City will be responsible for all routine and deferred maintenance and replacement of future infrastructure as improved within the MRRT Easement Right-of-Way by the City or its agent for City trails that connect to the MRRT at no cost to County. The City at its discretion will establish the maintenance service standards for all routine and deferred maintenance associated with City infrastructure within the MRRT Easement Right-of-Way. The City will be responsible for the maintenance of City right-of-way along a City road that is outside of the 2' clear-zone adjacent to the MRRT.

- 1.3 State Statutes and Ordinances. Both Parties to this SMA shall be responsible for enforcement of applicable state statutes and City and County ordinances relating to the MRRT.
- 1.4 Access to Easement Area by City. The City may reasonably access MRRT for routine business purposes. The City will be required to obtain a special use permit from the County for extended trail access, trail closure, use of equipment that interrupts trail use or events. The County will be required to obtain a special use permit from the City for use of the MRRT when an activity impacts the public use of Heritage Village Park or City road right of way.
- 1.5 New MRRT Infrastructure. The City and County will coordinate and approve all new infrastructure provided by either party within the MRRT Easement Right-of-Way.
- 1.6 Amendment of SMA. City and County agree to cooperate in accomplishing the actions and tasks outlined in this SMA and to meet at the request of either Party or at minimum annually to review changes, identify and resolve issues and coordinate opportunities pertaining to the operations and maintenance of the MRRT. This SMA may be amended by the Parties if reduced to writing, dated and signed by the duly authorized representative of each Party.
- 1.7 Conflict Resolution. The County and City will cooperate in the coordination of operations and maintenance of the MRRT and associated City property. The City and County Parks Director will be responsible for resolving issues and conflicts. If the Park Directors are unable to reconcile issues and conflicts the responsibility for resolution is forwarded to the County Administrator and City Administrator. If the County Administrator and City Administrator are unable to reconcile issues and conflicts the responsibility for resolution is forwarded to the respective County Board and City Council.
- 1.8 Public Communications and Information. The County will be responsible for public education for safe use of the MRRT and communicating information to the City, public and other key stakeholders regarding a trail closure or other actions affecting the MRRT. The City will be responsible for public education for safe use of the MRRT and communicating information to the County, public and other key stakeholders regarding a trail closure or other actions affecting the MRRT based on a City action affecting the MRRT.
- 1.9 Authorized Representatives. The County's authorized representative for the purpose of the administration of this SMA is Lynn Thompson, Director of the Physical Development Division, 14955 Galaxie Avenue, 3rd Floor, Apple Valley, MN 55124-8579, phone (952) 891-7007, or successor. The City's authorized representative for the purpose of the administration of this SMA is Scott Thureen, Public Works Director, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, phone (651) 450-2571, or successor. All notices or communications required or permitted by this SMA shall be either hand delivered or mailed by first class mail to the above addresses. Either party may change its address by written notice to the other parties. Mailed notice shall be deemed complete two business days after the date of mailing.

IN WITNESS WHEREOF, the parties have caused this Supplemental Maintenance Agreement (SMA) to be executed by their duly authorized officials as set forth below.

RECOMMENDED FOR APPROVAL:

Steve O'Sullivan
Public Works Director

Date 29 March 2012

APPROVED AS TO FORM:

John J. Kent 4-9-12
City Attorney/Date

RECOMMENDED FOR APPROVAL:

Steve Sullivan
Steve Sullivan, Director
Parks and Open Space

Date 4/10/12

APPROVED AS TO FORM:

James Crow 4/11/2012
County Attorney/Date

K/K11-154 SMA Exhibit E to JPA for MRRT in IGH 2-20-12

CITY OF INVER GROVE HEIGHTS

By George Tourville
Mayor George Tourville

Date 4/9/12

Attest: Melissa R. Rheaume
Deputy City Clerk Melissa Rheaume

Date 4/9/12

COUNTY OF DAKOTA

By Lynn Thompson
Lynn Thompson, Director
Physical Development

Date 4-12-12

Dakota County Board
Resolution No. 12-152

Contract No. 23775



Request for Council Action

SUBJECT: **Authorization to Issue Request for Proposals for Janitorial Cleaning Services for City Facilities**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Jamie Muscha, Community Center Manager, 651-554-3442
 Aaron Fitzloff, Facilities Maintenance Superintendent, (651) 450-2469

ACTION REQUESTED

The Council is asked to authorize release of the attached Request for Proposals (RFP) for Janitorial Cleaning Services for City facilities.

BACKGROUND

The City last released an RFP for Janitorial Cleaning Services in 2017, which resulted in a contract for services with Perfection Plus, Inc. In December 2019, the City Council authorized the extension of this contract and the City is still receiving contracted cleaning services from Perfection Plus, Inc. today.

At this time, staff is recommending the issuance of a new RFP to ensure the City is getting the best value for its money, staying current with industry standards, and addressing all facility cleaning needs. The core services sought include regular custodial services for City Hall, the Police Station, the Central Maintenance Facility, and the Veterans Memorial Community Center (VMCC). Proposals are also sought for the City's three Fire Stations and the Inver Wood Clubhouse as possible add-alternates. These facilities currently have cleaning services that are outside of the primary City contract, but staff seeks to consider whether they could be better or more cost-effectively served by being included in the primary contract.

FISCAL IMPACT

There is no fiscal impact to issuing the RFP and receiving proposals.

RECOMMENDATION

Staff recommends the Council authorize issuance of the attached Request for Proposals for Janitorial Cleaning Services for City Facilities.

ATTACHMENTS

1. 2025 Janitorial Services RFP



City of Inver Grove Heights
Request for Proposals for Janitorial Cleaning
Services

Wednesday, June 25, 2025

The issuance of this RFP constitutes only an invitation to submit a Proposal to the City.
It is not to be construed as an official and customary request for bids.

Any Proposal submitted, as provided herein, constitutes an indication to negotiate
and is NOT A BID.

Proposals will be accepted until 10:00 AM Central Daylight Time (CDT) on
Wednesday, July 16, 2025.

Introduction

The City of Inver Grove Heights (City) is seeking proposals from qualified individuals and firms interested in providing janitorial cleaning services for certain buildings in the City of Inver Grove Heights for the period October 1, 2025, through December 31, 2028. The City is interested in receiving proposals from providers that have demonstrated experience providing janitorial cleaning services and that place a high priority on safety and customer service. Completed Proposal Forms, along with an accompanying Affidavit of Non-Collusion, Certificate of Acknowledgement, and References (**See Exhibit B**) shall be submitted to the City of Inver Grove Heights, Attn: Aaron Fitzloff, Facilities Maintenance Superintendent via email at afitzloff@ighmn.gov or by leaving five (5) hard copies of the same at, 8150 Barbara Ave., Inver Grove Heights, MN 55077 by 10:00 a.m. on Wednesday, July 16, 2025.

Selected firm(s) or individuals will provide janitorial cleaning services for the city at the following primary locations:

- 1. Inver Grove Hights City Hall**, 8150 Barbara Ave.
- 2. Inver Grove Heights Public Safety Building**, 8150 Barbara Ave.
- 3. Inver Grove Heights Public Works Building**, 8168 Barbara Ave.
- 4. Inver Grove Heights Veteran's Memorial Community Center**, 8055 Barbara Ave.

Proposers are asked to also provide a quote for janitorial cleaning services at the following additional city facilities.

Add alternate

- **Inver Grove Heights Fire Station #1**, 7015 Clayton Ave
- **Inver Grove Heights Fire Station #2**. 9200 Courthouse Blvd
- **Inver Grove Heights Fire Station #3**, 2059 Upper 55th St E.
- **Inver Grove Heights Inver Wood Clubhouse**, 1850 70th St E.

The City reserves the right to award a contract that includes some or all of the alternate facilities, or to award a contract for janitorial cleaning services only for the four primary areas/buildings listed above.

Overview of Scope of Janitorial Services

Each proposer shall refer to **Exhibit A** of the Specifications and Special Provisions for Janitorial Cleaning Services ("Specifications") document for the areas to be cleaned and the cleaning requirements for each building ("Facility") specified above.

The Specifications require that there be one continuous period each day that janitorial cleaning services are performed at each facility. Consistent starting times as defined in **Exhibit A** are also desired. Potential proposers are **required** to attend the facility site inspection being offered on July 1, 2025, or July 2, 2025, beginning at 9 am in the Council Chambers located at 8150 Barbara Ave., Inver Grove Heights. **Proposals submitted by proposers that have not attended one of the mandatory site inspections will not be considered.**

RFP Timeline

Milestone	Date
RFP Available to Proposers	Wednesday, June 25, 2025
Facility Tour	Tuesday, July 1 or Wednesday, July 2, 2025
Questions Due	Wednesday, July 9, 2025, by 3:00 PM
Addenda Posted	Friday, July 11, 2025, by 3:00 PM
Written Proposals Due	Wednesday, July 16, 2025, by 10:00 AM
Proposal Evaluation	Thursday, July 17 - Friday, July 18
*Proposer Interviews	Week of July 21 - 25, 2025
Award Announcement	Friday, July 25, 2025

Contract Requirements

A proposed Janitorial Services Contract is available upon request from Aaron Fitzloff at afitzloff@ighmn.gov and generally represents the anticipated contract between the Parties. The contract sets the expectations for service, quality, and scope of work to which the awarded contractor will be required to agree and sign. Potential contractors requesting changes to terms contained within the proposed Janitorial Services Contract must note their requests in their RFP response. Requests will be considered when evaluating proposals. The City reserves the right to negotiate any terms and conditions of proposals received with proposers. The outcome of negotiations will determine final contract terms. The City reserves the right to modify the terms of the draft contract prior to execution by both parties.

Contact Information

Any questions regarding the forms, documents, specifications, or other matters related to the request for proposals for janitorial services for the City of Inver Grove Heights should be referred to:

Aaron Fitzloff
Facilities Maintenance Superintendent
afitzloff@ighmn.gov
651.450.2469

EXHIBIT A SPECIFICATIONS

Janitorial Cleaning Services Requirements-Modifications and Amendments

The City reserves the right to modify and/or amend these specifications with respect to area, tasks, or budget changes at any time during the term of the Contract. Fifteen (15) days written notice shall be provided to the contractor. Contract modifications shall be made by a formal amendment to the Janitorial Services Contract.

Nonperformance

Failure of the contractor to complete the tasks outlined in these conditions shall be a basis for termination of the contract by the City.

Hours

Cleaning shall occur for one continuous period each day. The days each facility shall be cleaned, and the start hours for cleaning for each building shall be as follows:

- **CITY HALL-FIRST FLOOR**
 - o Clean daily Monday through Friday, no cleaning on Saturday and Sunday
 - o Start after 4:30 p.m. and finish before 7:00 a.m.
- **PUBLIC SAFETY AREA-FIRST FLOOR**
 - o Clean daily Monday through Friday, no cleaning on Saturday and Sunday
 - o Start after 4:30 p.m. and finish before 7:00 a.m.
- **PUBLIC WORKS BUILDING**
 - o Clean two days a week on Tuesday and Friday
 - o Start after 5:00 p.m. and finish before 6:00 a.m.
- **VETERANS MEMORIAL COMMUNITY CENTER**
 - o Clean daily seven days a week
 - o Start after 9:00 p.m. Monday through Friday and after 9:30 p.m. Saturday and Sunday and p.m. and finish before 5:00 a.m. all days.

Add Alternates

- **Fire Stations 1,2 and 3**
 - o Clean one day a week

- o Start after 4 p.m. and finish by 10 p.m.
- **Inver Wood Clubhouse**
 - o Clean only in season approximately April 1st-November 15th
 - o Clean daily seven days a week
 - o Start after 9 p.m. and finish before 5:00 a.m.

Holidays

No cleaning will be conducted on any of the following holidays except as otherwise indicated:

- New Years Day (except Veterans Memorial Community Center)
- Martin Luther King Day (except Veterans Memorial Community Center)
- Easter
- Presidents Day (except Veterans Memorial Community Center)
- Memorial Day (except Inver Wood Clubhouse)
- Juneteenth (except Veterans Memorial Community Center)
- Independence Day (except Inver Wood Clubhouse)
- Labor Day (except Inver Wood Clubhouse)
- Veterans Day (except Veterans Memorial Community Center)
- Thanksgiving Day
- Day after Thanksgiving (except Veterans Memorial Community Center)
- Christmas Day
- Christmas Eve (except Veterans Memorial Community Center)

Equipment

The Contractor shall supply all equipment necessary to perform specified tasks. The Contractor shall ensure equipment is maintained in clean, proper operating condition, and shall be suitable for the areas and tasks to be performed. City will provide a designated storage space for Contractor's equipment.

Supplies to be Restocked in Buildings Provided by City

The City shall provide at no cost to the contractor the following supplies which shall be used solely to restock bathrooms in City facilities: paper towels for dispensers, toilet tissue, sanitary napkin bags, hand soap and plastic garbage can liners.

Cleaning Supplies

The Contractor shall provide all cleaning materials and supplies required to perform cleaning tasks including but not limited to cleaning compounds for floors, carpets, fixtures, glass and furniture, wax, stripper, carpet spot cleaner, shampoo, spill and stain remover products, disinfectants, mops, dust cloths and polishes. Supplies shall be kept in a neat and organized manner in the janitor's closets at each facility. The Contractor shall not use any cleaning

products in any of the City buildings unless specifically approved by the City in writing. A Safety Data Sheet for all products used must be on hand and available. The Contractor shall be liable for any damage caused to any City buildings, fixtures, surfaces, or other City property caused using unauthorized cleaning products, or the improper use of City-approved cleaning supplies.

Work Procedures

The Contractor shall provide written procedures documentation to the Facilities Maintenance Superintendent for approval prior to implementation to ensure building security, energy conservation and compliance with specifications. Contractor shall utilize an electronic or software-based application that tracks completion of all contracted activities and provides City with daily updates/logs of performed activities and any issues related to maintenance, etc. that need to be brought to the City's attention. Contractor shall be required to fix (re-clean or complete cleaning) deficiencies in cleaning services within twelve (12) of notice by the City of such deficiency.

In the event of inclement weather that prohibits cleaning services from being performed at their scheduled time, Contractor shall provide a credit to City for any services not completed as scheduled.

Supervision

The Contractor shall provide a competent supervisor to be available on-site or in the City during the working hours of the Contractor's personnel in the City facilities. The supervisor shall be responsible for the performance of the Contractor's personnel and the physical security of the premises during the work shift and coordinating the Contractor's overall activities with the Facilities Maintenance Superintendent.

General Cleaning Services Requirements

Cleaning Materials. All cleaning material used must be of a type that will not have an immediate or extended detrimental effect on any of the surfaces being cleaned. All equipment, products and supplies used in any City building shall be approved by the Facilities Maintenance Superintendent. Contractor shall assume all liability for damage caused to plumbing fixtures, hardware, carpet and floor surfaces by the use or accidental spillage of abrasive materials, acids, waxes, strippers, or other caustic materials. **Proper use and training of Contractor's personnel in working with chemicals is necessary, and documentation of such training by Contractor's personnel is required.**

Surface Maintenance. Any foreign matter, spills, stains, marks, gum or residue or any nature on any surfaces shall be removed during regular cleaning operations on a nightly/daily basis.

Mechanical Equipment. Mechanical or other equipment used in the cleaning operations must be of the type that is approved in the commercial cleaning industry and shall be operated in such a manner as not to cause danger to employees or other persons or damage the building structure, fixtures, furnishings, etc. Any injuries or damage of any nature shall be immediately reported to the Facilities Maintenance Superintendent. Carts used to carry cleaning and/or waste materials will not be used to prop open or to push open doors within the building to prevent damage to door surfaces. Door stop blocks shall be furnished by the Contractor if doors need to be kept open during cleaning.

Report Repair Needs. Any building facilities, broken windows, equipment, fixtures or furnishing in need of repair or replacement, including those resulting from vandalism, shall be reported immediately to the Facilities Maintenance Superintendent.

Founds Items. Any items or articles of apparent value found by the contractor's personnel in any area of the building or site shall be left at the main Information desk in the building where the item is found and noted in the daily logbook. Any item of major concern shall be brought to the Facilities Maintenance Superintendent's attention.

Suspicious Articles and Activity. Any articles of a suspicious nature that may be found or persons noted loitering or conducting themselves in a manner to arouse suspicion or possibly in need of help, shall be immediately reported to the Inver Grove Heights Police Department at telephone number:

Emergency: 911

Non-emergency: 651 450-2525

Precautionary Measures. Necessary precautions shall always be taken to protect persons, property and equipment from injury and damage. All equipment used in cleaning operations shall be stored safely and properly and in locations designated or approved by the Facilities Maintenance Superintendent. The contractor is responsible for maintaining the designated areas in a clean and orderly condition. Any flammable, volatile or hazardous materials required in the janitorial service operations shall be stored in such a manner and in locations approved by the Fire Underwriter's Association and the Facilities Maintenance Superintendent. The contractor shall also comply with the laws governing workers' right-to-know (SDS) concerning hazardous materials. The contractor shall also maintain current Safety Data Sheets at each facility.

Recycling. City will provide paper, can, glass and plastic recycling receptacles in all its buildings. It shall be the contractor's responsibility to collect the recyclables and place them in the assigned collection bins. Contractor must use correct organic bags for organic recycling (if organics recycling is provided). The Contractor must consult with the Facilities Maintenance Superintendent for access to these supplies.

Cleaning Standard

For this specification's purpose, the following definitions are established, and conditions are designated as clean or dirty for ease in determining contract performance. The following standards of performance shall be considered unacceptable:

Dust and Dirt

The presence of dust and dirt or related material on vertical or horizontal hard and soft surfaces to the degree that it is noticeable and will mark clothing or skin.

Stains and/or Marks

The presence of stains and marks to the degree that it is noticeable and alters the appearance of vertical and horizontal hard and soft surfaces or items of furnishing.

Litter and/or Refuse

The presence of litter and refuse on top of, underneath, behind or around vertical and horizontal and soft surfaces or items of furnishing.

Sanitation

A condition of sanitation that results in an odor or creates a public hazard. Liquid or solid deodorants are not acceptable to control odors unless authorized by the Facilities Maintenance Superintendent.

Detailed Cleaning Requirements

The detailed work requirements listed herein are intended to cover the janitorial cleaning services required under the Janitorial Services Contract, but they may not be complete. If any items have inadvertently been omitted that should be included to ensure a complete cleaning job, they shall be included in the services rendered and brought to the attention of the Facilities Maintenance Superintendent. The City reserves the right to make changes to this schedule of services as it may find necessary or desirable from time to time to satisfy the requirements of the City, and to unilaterally establish or amend rules and regulations related to the performance of the janitorial cleaning services.

Location of Cleaning Area

General Requirements

The following security measures and best practices shall be employed for all building areas to be cleaned:

1. Leave designated lights on
2. Conserve energy, turn off lights when leaving an area
2. Close and/or lock all doors designated by City
3. All employees wear uniformed shirts and photo I.D. name tags when on duty
4. Do not prop open entry doors
5. Never allow unauthorized people into the building

Other Information

PURPOSE: Physical and Environmental Protection of Police Department

1. The contractor shall perform a criminal background check on all personnel who will be providing janitorial cleaning services under this contract.
2. To ensure that Information Technology (IT) resources are protected by physical and environmental security measures that prevent physical tampering, damage, theft, or unauthorized physical access, criminal background checks and online security are required for anyone performing work under this agreement who will need to be unescorted within the Police Department.

The fee for the background checks is \$33.25. The check must be made to:

MN BCA Criminal History Unit.
1430 Maryland Ave East

St. Paul, MN 55106

The Contractor must begin the background check process for its personnel who will be providing cleaning services in the Police Department area immediately after contract signing to ensure timely completion of the background investigation process.

3. Before any of the contractor's personnel may provide cleaning services within the Police Department, they must go to the Police Department, complete the Authorization and Release information form, pay the fee, complete the test before they will be to have unsupervised access. The required test is titled "Security and Privacy: **Personnel with Unescorted Access to a Physically Secure Location.**" This test is designed for individuals who have access to a secure area but are not authorized to use Criminal Justice Information (CJI). This test is required to be completed annually for any of Contractor's personnel with access to secure areas.

EXHIBIT A-1 DETAILED CLEANING SPECIFICATIONS

Specific Cleaning Details

The following areas in each building area are to be cleaned in the following manner:

1. City Hall

Address: 8150 Barbara Ave

Break Stations / Copier Rooms / Work Rooms

- Empty Trash, Recycling, and Organics. Clean Exterior/Reline – 5 Days Per Week
- Clean all surfaces – 5 Days Per Week
- Sweep or vacuum floors, mop all hard surfaces – 5 Days Per Week
- Dust accessible surfaces (windowsills, vents, furniture, equipment) – Weekly

Conference Rooms

- Empty Trash, Recycling, and Organics. Clean Exterior/Reline – 5 Days Per Week
- Clean glass, all surfaces, and vacuum – 5 Days Per Week
- Straighten desks, tables, and chairs – 5 Days Per Week
- Dust accessible surfaces – Weekly

Entrances / Lobbies

- Clean all glass and surfaces – 5 Days Per Week
- Sweep/vacuum floors, mop hard surfaces – 5 Days Per Week
- Vacuum walk-off mats – 5 Days Per Week
- Dust accessible surfaces – Weekly

Hallways

- Empty Trash, Recycling, and Organics – 5 Days Per Week
- Check/refill Hand Soap, Paper Towels – 5 Days Per Week
- Clean glass and surfaces – 5 Days Per Week
- Straighten desks/tables/chairs – 5 Days Per Week
- Dust mop/vacuum carpets & mats – 5 Days Per Week
- Vacuum upholstered furniture – Weekly

- Auto-scrub floors – 5 Days Per Week
- Wet mop hard floors – 5 Days Per Week
- Disinfect drinking fountains and counters – 5 Days Per Week
- Dust accessible surfaces – Weekly

Large Cube Areas

- Empty Trash, Recycling, and Organics – 5 Days Per Week
- Clean glass and surfaces – 5 Days Per Week
- Straighten desks/tables/chairs – 5 Days Per Week
- Vacuum carpets – 5 Days Per Week
- Dust accessible surfaces – Weekly

Offices

- Empty Trash and Recycling. Clean Exterior/Reline – 5 Days Per Week
- Clean glass and surfaces – 5 Days Per Week
- Straighten desks/tables/chairs – 5 Days Per Week
- Vacuum carpet – 5 Days Per Week
- Dust accessible surfaces – Weekly

Restrooms

- Empty trash/sanitary napkins. Clean Exterior/Reline – 5 Days Per Week
- Refill soap, towel, and toilet paper dispensers – 5 Days Per Week
- Clean mirrors and disinfect equipment – 5 Days Per Week
- Sweep/mop/disinfect floors – 5 Days Per Week
- Disinfect all surfaces – 5 Days Per Week
- Dust accessible surfaces – Weekly

Elevators

- Vacuum carpet and clean surfaces – 5 Days Per Week

Stairwells / Landings

- Sweep/vacuum floors, mop hard surfaces – 5 Days Per Week
- Dust accessible surfaces – Weekly

2. Public Safety Building

Address: 8150 Barbara Ave

Additional Security:

- Do not empty confidential containers.
- Background check required.
- Sign the logbook in the dispatch area.

Conference Rooms

- Empty Trash, Recycling, and Organics. Clean Exterior/Reline – 5 Days Per Week
- Clean glass, all surfaces, and vacuum – 5 Days Per Week
- Straighten desks, tables, and chairs – 5 Days Per Week
- Dust accessible surfaces – Weekly

Break Stations / Copier Rooms / Work Rooms

- Empty Trash, Recycling, and Organics. Clean Exterior/Reline – 5 Days Per Week
- Clean all surfaces – 5 Days Per Week
- Sweep or vacuum floors, mop all hard surfaces – 5 Days Per Week
- Dust accessible surfaces (windowsills, vents, furniture, equipment) – Weekly

Elevators

- Vacuum carpet and clean surfaces – 5 Days Per Week

Upper-Level Entrances / Lobbies

- Clean all glass and surfaces – 5 Days Per Week
- Sweep/vacuum floors, mop hard surfaces – 5 Days Per Week
- Vacuum walk-off mats – 5 Days Per Week
- Dust accessible surfaces – Weekly

Hallways

- Empty Trash, Recycling, and Organics – 5 Days Per Week
- Check/refill Hand Soap, Paper Towels – 5 Days Per Week
- Clean glass and surfaces – 5 Days Per Week
- Straighten desks/tables/chairs – 5 Days Per Week
- Dust mop/vacuum carpets & mats – 5 Days Per Week

- Vacuum upholstered furniture - Weekly
- Auto-scrub floors - 5 Days Per Week
- Wet mop hard floors - 5 Days Per Week

3. Public Works - Maintenance Facility

Address: 8168 Barbara Ave.

Break Rooms

- Empty Trash and Recycling. Clean Exterior/Reline - 2 Days Per Week
- Refill hand soap and towels - 2 Days Per Week
- Clean surfaces - 2 Days Per Week
- Dust mop/wet mop floors - 2 Days Per Week
- Disinfect sinks and counters - 2 Days Per Week
- Dust accessible surfaces - Weekly

Entrances / Lobbies

- Clean glass and spot clean vertical surfaces - 2 Days Per Week
- Vacuum walk-off mats - 2 Days Per Week
- Sweep/wet mop hard floors - 2 Days Per Week
- Dust accessible surfaces - Weekly

Hallways

- Clean glass and surfaces - 2 Days Per Week
- Wet mop hard floors - 2 Days Per Week
- Disinfect drinking fountains - 2 Days Per Week
- Dust accessible surfaces - Weekly

Locker Rooms

- Disinfect and clean walls - 2 Days Per Week
- Clean vertical surfaces - 2 Days Per Week
- Straighten furniture - 2 Days Per Week
- Sweep/wet mop hard floors - 2 Days Per Week
- Disinfect sinks and counters - 2 Days Per Week

- Dust accessible surfaces - Weekly

Offices

- Empty trash/recycling. Clean Exterior/Reline - 2 Days Per Week
- Clean glass, vertical surfaces - 2 Days Per Week
- Straighten furniture - 2 Days Per Week
- Sweep/wet mop floors - 2 Days Per Week
- Dust accessible surfaces - Weekly

Copier Room

- Clean surfaces - 2 Days Per Week
- Sweep/wet mop floors - 2 Days Per Week
- Dust accessible surfaces - Weekly

Restrooms

- Empty trash/sanitary napkins. Clean Exterior/Reline - 2 Days Per Week
- Refill dispensers - 2 Days Per Week
- Sweep/mop/disinfect floors - 2 Days Per Week
- Disinfect all surfaces and clean mirrors - 2 Days Per Week
- Dust accessible surfaces - Weekly

Shop Meeting Rooms

- Empty trash, small recycling. Clean Exterior/Reline - 2 Days Per Week
- Clean vertical surfaces - 2 Days Per Week
- Wet mop hard floors - 2 Days Per Week
- Dust accessible surfaces - Weekly

Stairwells / Landings

- Clean vertical surfaces - 2 Days Per Week
- Wet mop hard floors - 2 Days Per Week
- Dust accessible surfaces - Weekly

4. Veterans Memorial Community Center

Address: 8055 Barbara Avenue

Grove Entrance / Lobby

- Clean all glass windows – 7 Days a Week
- Spot clean all vertical surfaces – 7 Days a Week
- Vacuum floors, area rugs, and entryway rugs – 7 Days a Week
- Clean all hard floors with floor scrubber – 7 Days a Week
- Dust accessible surfaces – Monthly
- Wipe down and organize lobby furniture – 7 Days a Week

Elevators

- Spot clean vertical surfaces – 7 Days a Week
- Vacuum carpet – 6 Days a Week
- Dust accessible surfaces – Monthly

Stairwells / Landings

- Dust ledges and all vertical surfaces – 7 Days a Week
- Sweep and mop floors and steps – 7 Days a Week
- Clean and disinfect handrails – 7 Days a Week
- Spot clean walls – 7 Days a Week

Lobby Restrooms – Men's and Women's

- Check and refill Hand soap, Paper towel, and Toilet tissue dispensers – 7 Days a Week
- Clean and disinfect toilets, urinals, mirrors, counters, and sinks – 7 Days a Week
- Empty trash containers, clean exterior and reline – 7 Days a Week
- Empty small sanitary napkins receptacles in stalls, clean, add new bag – 7 Days a Week
- Wipe down and sanitize bathroom stalls and stall fixtures – 7 Days a Week
- Mop and disinfect floors – 7 Days a Week
- Clean mirrors – 7 Days a Week
- Wipe and diaper changing table – 7 Days a Week

Locker Rooms – Men's, Women's and Family

- Check and refill Hand soap, Paper towel, and Toilet tissue dispensers – 7 Days a Week
- Clean and disinfect toilets, urinals, mirrors, counters, and sinks – 7 Days a Week

- Empty trash container, clean exterior and reline - 7 Days a Week
- Empty small sanitary napkins receptacles in stalls, clean, add new bag - 7 Days a Week
- Clean mirrors - 7 Days a Week
- Mop and disinfect floors - 7 Days a Week
- Wipe down and disinfect all walls - 7 Days a Week
- Disinfect and clean toilets - 7 Days a Week
- Disinfect and clean all showers - 7 Days a Week
- Dust accessible surfaces - 1 Day a Week
- Wipe and diaper changing table - 7 Days a Week

Fitness Center - Level 1

- Disinfect and clean all floors - 7 Days a Week
- Empty trash containers, clean exterior and reline- 7 Days a Week
- Check and refill paper towel dispensers - 7 Days a Week
- Clean and disinfect water fountain; remove hard water stains - 7 Days a Week
- Vacuum both fitness center offices - 7 Days a Week
- Empty office trash and recycling containers, clean exterior and reline - 7 Days a Week
- Vacuum both fitness offices - 1 Day a Week

Fitness Studio - Level 2

- Disinfect and clean all floors - 7 Days a Week

Exercise Rooms - Grove Room 1 & Grove Room 2

- Disinfect and clean all floors - 2 Days a Week
- Dust accessible surfaces - Monthly

Walking Track

- Clean all glass windows and doors - 7 Days a Week
- Clean walking track floors with auto-scrubber - 7 Days a Week
- Clean and disinfect water fountain; remove hard water stains - 7 Days a Week

Child Care

- Empty trash container, clean exterior and reline - 6 Days a Week

- Empty recycling container - 6 Days a Week
- Check and refill hand soap dispensers - 1 Days a Week
- Check and refill paper towel dispensers - 1 Day a Week
- Clean all glass windows - 6 Days a Week
- Vacuum carpet - 6 Days a Week
- Disinfect sinks and counters - 6 Days a Week
- Remove mineral deposits from the sink - 6 Days a Week
- Dust accessible surfaces - 1 Day a Week

Guest Services Copy Area

- Empty trash container, clean exterior and reline - 7 Days a Week
- Empty recycling container - 7 Days a Week
- Dust accessible surfaces - 1 Day a Week
- Vacuum carpet and clean surfaces - 2 Day a Week

5. Fire Station #1 - Cleaning Task Schedule

Address: 7015 Clayton Ave. E

Dispatch Area / Dayroom

- Vacuum all carpeted areas - Weekly
- Empty trash and recycling receptacles - Weekly
- Wipe down hard surfaces (desk, desk chair, window ledges, filing cabinet, wall map, TV, TV stand, recliners, and tables) - Weekly
- Wipe down window screens and remove bugs from between windows - Quarterly

Front Lobby / Entryway

- Vacuum floors, area rugs, and entryway rugs - Weekly
- Mop all floors - Weekly
- Dust display items, tables, pictures, and trophies - Quarterly or as needed
- Wash entry door (inside & out), door handles, and heater - Weekly
- Wash entry window (lobby-facing) - Weekly
- Remove spider webs/spiders from east-facing heat vent and entryway - Weekly
- Dust baseboard heater along east-facing window - Weekly
- Wash glass doors of display cases - Monthly
- Dust interior and top of display cases - Monthly
- Wash windows (east-facing, entryway, bay view) - Quarterly

1st Floor Hallway, Office & South-Facing Entryway

- Vacuum hallway, office, and entry rug - Weekly

- Dust pictures - Weekly
- Wipe down desk, table, and window ledges in office - Weekly
- Empty trash and recycling receptacles - Weekly
- Vacuum stairs to 2nd level - Weekly
- Wipe down and descale drinking fountain - Weekly
- Sweep and remove salt, leaves, or snow from south-facing entry door - Weekly
- Wash entry door and windows (inside & out) - Weekly
- Wash walls in entryway - As needed
- Mop entryway - Weekly

1st & 2nd Floor Bathrooms

- Clean toilets, urinals, mirrors, counters, and sinks - Weekly
- Wipe down walls by dispensers - Weekly
- Wipe down dispensers - Weekly
- Wipe down door and walls in men's room - Weekly
- Empty trash receptacles - Weekly
- Sweep and mop floors - Weekly
- Check and refill Hand soap, Paper towel, and Toilet tissue dispensers - Weekly

Lower-Level Hallway & Bathrooms

- Mop hallway - Weekly
- Clean toilets, urinals, mirrors, counters, and sinks - Weekly
- Wipe down walls and dispensers - Weekly
- Wipe down the bench in the men's room - Weekly
- Empty trash receptacles - Weekly
- Sweep and mop floors - Weekly
- Check and refill Hand soap, Paper towel, and Toilet tissue dispensers - Weekly

Training Room & Kitchen

- Wipe down tables and ledges - Weekly
- Wash windows and screens - Biannually
- Wash kitchen counters and sink - Weekly
- Wipe down refrigerator, microwave, and dishwasher - Weekly
- Sweep and mop floor - Weekly
- Empty trash and recycling receptacles - Weekly

2nd Level Hallway & Former Dorm Room

- Vacuum all carpeted areas - Weekly
- Wipe down railings (stairway & hallway) - Weekly
- Wipe down counter and sink (former dorm room) - Weekly
- Dust bookshelf (former dorm room) - Weekly
- Wipe down trophies (former dorm room) - Quarterly
- Dispose of any trash and recycling at end of the cleaning.- Weekly

Extra

Light maintenance as needed on the toilet if it doesn't flush, the paper towel dispenser where the paper roll won't stay on the holder, and the soap dispenser where the bottle

won't stay in the holder. Wash out the plunger and brush holders by the toilets when necessary.

6. Fire Station #2 - Cleaning Task Schedule

Address: 9200 Courthouse Blvd

Training Room

- Vacuum all carpeted areas - Weekly
- Vacuum cement floor and spider webs outside doors in truck bay - Weekly
- Wash off tables and podium - Weekly
- Wash windows and doors - Weekly
- Wash counters, sink, and floor in kitchenette - Weekly
- Wipe down window ledges and fire hydrant display - Weekly
- Vacuum gnats around windows and upper ledges - Weekly
- Wipe down refrigerator, microwave, stove, coffee maker, and underneath - Weekly
- Empty trash receptacles - Weekly
- Wipe down baseboards - Monthly
- Extra - Remove snakes from the training room as needed - Weekly

Lobby, Meeting Room, and Front Entry

- Vacuum lobby floor and meeting room - Weekly
- Sweep and mop lobby floor - Weekly
- Vacuum gnats around windows, upper and lower edges - Weekly
- Wash the sink in the meeting room - Weekly
- Wash off countertop, coffee maker, paper towel dispensers - Weekly
- Wipe down window ledges (exterior and lobby-facing) - Weekly
- Wash door glass and lobby-facing windows (both sides) - Weekly
- Empty trash receptacles - Weekly
- Wipe down meeting room table - Weekly
- Wipe down baseboards - Monthly
- Wash down literature display - Monthly
- Wipe down lobby furniture - Monthly
- Vacuum elevator and entryway - Weekly
- Wash front entry door glass (inside & out) - Weekly
- Wipe down receptionist glass and ledge (both sides) - Weekly
- Wipe down all ledges and remove gnats in entryway - Weekly
- Wash and descale drinking fountains - Weekly
- Remove spiderwebs from corners and upper areas - Weekly
- Wipe down fire pole - Weekly
- Extra - Remove snakes from lobby as needed - Weekly

Lobby Restrooms

- Clean toilets, mirrors, counters, and sinks - Weekly
- Wipe down walls, dispensers, doors, and partitions - Weekly
- Empty trash receptacles - Weekly
- Sweep and mop floors - Weekly
- Check and refill hand soap, paper towel, and toilet tissue Dispensers - Weekly

Reception Area / Office

- Vacuum all carpeted areas - Weekly
- Vacuum gnats from counters, window ledges, desk, printer, etc. - Weekly
- Wipe down counters, front of filing cabinet, keyboard, computer, pictures, printer - Weekly
- Empty trash and recycling receptacles - Weekly

Kitchenette

- Vacuum all carpeted areas - Weekly
- Empty trash and recycling receptacles - Weekly
- Wipe down the cabinet containing trash and recycling - Weekly
- Wipe down counter - Weekly
- Wash and descale sink, wipe down paper towel, and soap dispenser - Weekly
- Check and refill Hand Soap and Paper Towel Dispensers - Weekly
- Wipe down microwave - Weekly

Jeff Davis Meeting Room

- Vacuum all carpeted areas - Weekly
- Wipe down the table - Weekly
- Empty trash and recycling receptacles - Weekly
- Wash door glass (both sides) - Weekly

Office Area and Hallway

- Vacuum all carpeted areas - Weekly
- Wipe down baseboards - Monthly
- Wipe down all counters, desk surfaces, desk chairs, keyboards, computers, décor, top of cabinets - Weekly
- Wash office-facing glass, hallway-facing window glass, and hallway wall - Monthly
- Empty trash and recycling receptacles - Weekly
- Vacuum gnats from window ledges - Weekly

Dispatch Area / Dispatch Office

- Vacuum Captain's chair and dispatch office - Weekly
- Sweep and mop hard floor - Weekly
- Wipe down counter - Weekly
- Vacuum gnats from window ledges and counter - Weekly
- Empty trash and recycling receptacles - Weekly
- Wash bay-facing entry door and window, office window facing dispatch, and office door glass - Weekly
- Wash dispatch walls - Monthly
- Wipe baseboards - Monthly

Stairs to Dorm Area and Entryway

- Vacuum entryway and stairs - Weekly
- Vacuum gnats and spiderwebs in entryway - Weekly
- Wash entry doors (inside & out) - Weekly
- Wipe down stair ledges to dorm area - Monthly
- Wash dorm stairway walls and railings - Monthly
- Dispose of all trash and recycling after cleaning - Weekly

7. Fire Station #3 - Cleaning Task Schedule

Address: 2059 Upper 55th St. E

Dispatch Area and Offices

- Vacuum all carpeted areas - Weekly
- Empty trash and recycling receptacles - Weekly
- Wipe desk, chair, window ledges, TV, shelves, meeting table, filing cabinets, furniture - Weekly
- Clean blinds - Biannually
- Wipe down baseboard - Weekly
- Wipe down map - Weekly
- Wipe down computers, keyboard, and computer tower - Weekly
- Wash door glass - Weekly
- Vacuum windowsills - Weekly

Restroom and Hallway

- Vacuum hallway - Weekly
- Mop hallway (at least 3x per visit in winter) - Weekly
- Clean spider webs and vacuum sand from ant hills - Weekly
- Wash door glass - Weekly
- Wipe down and descale drinking fountain - Weekly
- Wipe down baseboards - Monthly
- Wipe down pictures on walls - Monthly
- Sweep and mop floors - Weekly
- Empty trash and recycling receptacles - Weekly
- Clean toilets/urinals, sinks, counters, and mirrors, descale as needed - Weekly
- Wash and remove marks from bathroom walls - Weekly
- Place paper towels, toilet paper, and soap in dispensers - Weekly
- Restock cabinets as needed with toilet paper and paper towels - Weekly
- Remove box elder bugs from light fixtures - Twice Annually

Training Room and Kitchen

- Vacuum all carpeted areas - Weekly
- Sweep and mop kitchen and tiled area by the counter - Weekly
- Empty trash and recycling receptacles - Weekly
- Wipe down counter, wall under counter, and stove - Weekly
- Clean sink - Weekly
- Wipe down shelves, window ledges, screens, and pictures - Weekly
- Vacuum sand hills from ants near storage door and behind trash receptacles - Weekly
- Remove Boxelder bugs from light fixtures - Twice Annually

Lower-Level Workout Area and Restrooms

- Vacuum carpeted landing and stairs to the workout room - Weekly
- Vacuum the workout room and hallway by the bathrooms - Weekly
- Vacuum spider webs around equipment - Weekly
- Mop stairs to the workout room - Weekly
- Sweep and mop bathrooms - Weekly
- Mop hallway and workout area (several times in winter) - Weekly

- Empty trash and recycling receptacles - Weekly
- Clean toilets/urinals, sinks, and mirrors - Weekly
- Check and refill paper towels, toilet paper, and hand soap in dispensers - Weekly
- Restock cabinets as needed with toilet paper and paper towels - Weekly

General

- Dispose of all trash and recycling at the completion of cleaning all 3 fire stations - Weekly

8. Inver Wood - Club House Cleaning Task Schedule

Address: 1850 70th St. E

Restrooms

- Check and empty trash cans, and sanitary napkins - Daily
- Check and refill hand soap, paper towel, and toilet paper dispensers - Daily
- Clean mirrors - Daily
- Mop and disinfect floors - Daily
- Disinfect sinks, toilets, urinals, and counters - Daily
- Disinfect walls - Daily
- Remove mineral deposits - Daily
- Dust all accessible surfaces (windowsills, partitions, vents, furniture, equipment) - Weekly

Offices

- Empty trash and recycling cans, clean exterior/reline - Daily
- Vacuum carpet - Daily

Pro Shop Area

- Empty trash and recycling cans, clean exterior/reline - Daily
- Vacuum carpet - Daily

Dining Area / Hallway / Front Entrance

- Empty trash and recycling cans, clean exterior/reline - Daily
- Vacuum carpet - Daily
- Clean drinking fountains - Daily

Kitchen

- Sweep and mop tile floor - Daily
- Empty trash and recycling cans, clean exterior/reline - Daily

EXHIBIT B

JANITORIAL SERVICES PROPOSER REQUIREMENTS

This Request for Proposals contains six (6) forms and two Attachments. Five (5) of the six (6) forms (including Form C or D), and the Certificate of Insurance must be submitted to the City as part of a complete proposal to provide janitorial cleaning services. Incomplete forms, and/or an incomplete packet may be rejected and considered non-responsive.

+: one of two forms must be submitted

*: optional form

☐ Form A: Proposal Form

☐ Form B: Affidavit of Non-Collusion

☐ Form C: Certificate of Acknowledgement by Principal (Individual / Partnership) +

☐ Form D: Certificate of Acknowledgement (Corporation) +

☐ Form E: References

☐ Form F: Confidentiality Agreement

☐ Attachment: Certificate of Insurance

☐ Attachment: Contract Modification Requests – submit modifications on Janitorial Services Contract Document *

FORM A
JANITORIAL SERVICES PROPOSAL FORM

Primary Facility	Location	Annual Cleaning Fee Per Facility			
		2025	2026	2027	2028
City Hall-First Floor	8150 Barbara Ave.				
Public Works Maintenance Facility	8168 Barbara Ave.				
Public Safety Area-First Floor	8150 Barbara Ave.				
Veterans Memorial Community Center	8055 Barbara Ave.				
Total					
Add Alternate					
Inver Grove Heights Fire Station #1	7015 Clayton Ave				
Inver Grove Heights Fire Station #2	9200 Courthouse Blvd				
Inver Grove Heights Fire Station #3	2059 Upper 55 th St E.				
Inver Grove Heights Inver Woods Clubhouse	1850 70 th St E.				
Total Add Alternate					

The annual fee listed above is based on a monthly rate of \$_____, to be billed monthly on a pro rata basis of \$_____.

\$_____ hourly rate for additional cleaning services (Special events, carpet cleaning, floor finishing, extra cleaning, etc.) not included in the contract.

The above totals must include applicable sales tax.

The proposer must submit a cleaning proposal for all Primary Facilities listed above. Any proposal which does not contain a price for cleaning every Primary Facility listed above will be rejected in its entirety. The City reserves the right to remove any of the above Primary or Alternate Facilities from the contract prior to awarding the contract.

The City reserves the right to award portions of the contract to different proposers based on proposed facility prices for a specific facility or any combination of facilities.

It is understood that if the proposer is selected to provide janitorial cleaning services to the City for some or all of the facilities listed above, proposer shall be required to sign a Janitorial Services Contract in substantially the same form as the Janitorial Services Contract available from the City and shall be required to comply with all of the terms and conditions listed in the Specifications and Special Provisions for Janitorial Services document attached to the Request for Proposals packet.

The undersigned has completed the accompanying "AFFIDAVIT OF NON-COLLUSION" and has submitted the same as a part of this proposal.

The undersigned has provided four references for whom the proposer provides cleaning services who are like the City of Inver Grove Heights as part of its proposal on the attached form.

It is understood that proposals may not be withdrawn for a period of sixty (60) days after the date and time set for the submission of the proposals.

In submitting this proposal form it is understood that the City reserves the right to reject all Proposals, to waive irregularities and informalities therein and to award the contract in the best interests of the City.

The undersigned, being familiar with the conditions at the facilities, having made all necessary on-site investigations and being familiar with all other factors affecting the conditions and cost for the Janitorial Services Contract, hereby proposes to furnish all necessary personnel to provide janitorial services in the Facilities listed above for the period October 1, 2025 through December 31, 2028 in accordance with the Specifications for Janitorial Services prepared by the City of Inver Grove Heights, dated June 25, 2025. The undersigned certifies that it has read and understood the contents of the Request for Proposals Instructions to Proposers; Proposal Form; Affidavit of Non-Collusion; Certificate of Acknowledgement Specifications and Special Provisions for Janitorial Services.

_____ Company	_____ Name of Individual
_____ Address	_____ Title of Individual
_____ Phone	_____ Date

Required Forms and Attachments to be included with proposal:

- ☐ Form B: Affidavit of Non-Collusion
- ☐ Form C or Form D: Certificate of Acknowledgement
- ☐ Form E: Four References
- ☐ Form F: Confidentiality Agreement (Submit 1 of 2 forms)
- ☐ Attachment: Copies of Certificates of all Required Certificates of Insurance

FORM B
AFFIDAVIT OF NON-COLLUSION

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposer (if the proposer is a partnership) or an officer or employee of the proposer corporation having authority to sign on its behalf (if the proposer is a corporation):
2. That the attached proposal or proposals have been arrived at by the proposer independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to proposal designed to limit individual bidding or competition:
3. That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer, and will not be communicated to any such person, prior to any official opening of the proposal or proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____ Name of Proposer _____

Official Title _____

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary: _____

My Commissioner Expires _____

Proposer's E.I. Number: _____

(Number used on Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 940)

FORM C

CERTIFICATE OF ACKNOWLEDGEMENT BY PRINCIPAL

CERTIFICATION OF ACKNOWLEDGMENT BY PRINCIPAL

(For use where contractor is individual or partnership)

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

On this _____ day of _____, 2025, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as _____ free act and deed.

Notary Public

(Notarial Seal)

FORM E
REFERENCES

REFERENCES

All proposers are required to submit at least four (4) references for whom the proposer provides cleaning services to who are like the City of Inver Grove Heights, example: providing the same services to a similarly used facility which has an equivalent amount of square feet as the Inver Grove Heights facilities. Please attach the requested detailed reference information to the application as follows:

1. Name of Reference
2. Company/City
3. Address
4. Phone Number
5. E-mail address
6. Relationship to proposer
7. Detailed description of cleaning services performed, including description of facilities cleaned as well as dates services performed

FORM F CONFIDENTIALITY AGREEMENT

Confidentiality Agreement

Contractor understands that while performing the services under this contract, Contractor's personnel will be working in areas where private and confidential information may be kept, including law enforcement information. This confidential information may come in a variety of forms, including in verbal form that can be overheard, or in paper or electronic form.

Under no circumstances, except as otherwise agreed to in writing, are any of the Contractor's personnel to have access to any private or confidential information kept or maintained by the City of Inver Grove Heights or any of its departments, including the Police Department.

If the Contractor or Contractor's personnel inadvertently encounter, view, or overhear any private, nonpublic, not public, or confidential information or data, as those terms are defined in the Minnesota Government Data Practices Act, Chapter 13, Contractor and Contractor's personnel agree not to use or further disclose such information to anyone.

Contractor further agrees to educate its personnel as to the importance of confidentiality with respect to the performance of this contract, and to maintain a strong confidentiality policy applicable to all its personnel who may be assigned to perform services at any of the city facilities, especially the Inver Grove Heights Public Safety Building. The Contractor agrees to require its personnel to sign a written confidentiality agreement agreeing to these confidentiality requirements, a copy of which shall be provided to the City before any individual is allowed to provide cleaning services in any City facilities.

Contractor shall take affirmative steps to ensure that its personnel remain only in authorized areas of Inver Grove Heights Facilities and that they will not turn on any computers, use any computers that are turned on, open any files, desks, boxes, disk storage cases, or any other containers, drawers, file cabinets, or comparable items that may potentially contain private or confidential information.

Contractor's personnel shall not:

- Open closed file cabinets, desk drawers, or any other similar areas
- Move, open, review, or access City information, files, or documents unless required to do so as part of personnel's cleaning tasks.
- Access City computers or any information on such computers

Any violations of this confidentiality provision shall be the cause for immediate termination of any contract for Janitorial Cleaning Services, notwithstanding any cancellation notice or term provisions to the contrary.

The Undersigned has read the above Agreement and understands all of the policies and requirements contained herein and further agrees to abide by these policies and requirements.

CONTRACTOR

By: _____
Its: _____

Dated: _____



Request for Council Action

SUBJECT: **Authorization to Apply for COPS Grant for Police Department School Resource Officers**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to authorize the submission of an application for a federal COPS Grant to help cover the cost of adding a second School Resource Officer for ISD 199.

BACKGROUND

Independent School District (ISD) 199 and the Inver Grove Heights Police Department have identified the need to add a second School Resource Officer (SRO) to serve in the middle school, help the current SRO in the elementary schools and provide drug education to both students and families. In 2024, the voters of ISD 199 approved a referendum to fund safety initiatives in the schools, which included funding for the district's share of a second SRO.

The COPS Office (Community Oriented Policing Services) of the U.S. Department of Justice provides funding through the COPS Hiring Program (CHP) to support the hiring of school resource officers. This funding can help local law enforcement agencies increase policing capacity and crime prevention efforts, including placing police officers in schools. Grants of up to \$125,000 may be applied for to cover a portion of the costs of an SRO, over a three-year term.

ISD199 contracts with the City of Inver Grove Heights to cover a portion of the SRO wage, benefit and equipment costs each year. The Police Department covers the wage and benefit costs during the summer months, when the second SRO will be focused on drug prevention education for students and their families.

FISCAL IMPACT

The grant application seeks \$125,000 to be used towards the City's first three years of wage and benefit costs for a second SRO. The City's total wage and benefit costs during this three-year period is estimated at \$183,000 (\$61,000 annually).

RECOMMENDATION

Staff recommends that the Council authorize submission of the grant application.

ATTACHMENTS

1. 2025 COPS Grant Application

**CITY OF INVER GROVE
HEIGHTSDAKOTA COUNTY,
MINNESOTA**

RESOLUTION NO. ____

**RESOLUTION APPROVING AUTHORIZING THE APPLICATION FOR THE COPS
GRANT APPLICATION FOR SCHOOL RESOURCE OFFICER HIRING/FUNDING**

WHEREAS, the Inver Grove Heights Police Department has a need for additional School Resource Officer to further its community police strategies and collaboration with Independent School District (ISD) 199,

WHEREAS, the Department of Justice recognizes the need for additional school resource officers at agencies in the United States to enhance community policing strategies with their local school districts,

WHEREAS, ISD199 received funding for their portion of a second SRO through a voter approved referendum,

NOW, THEREFORE, BE IT RESOLVED by the City of Inver Grove Heights City Council, that the City approves the Police Department under the authority of Chief Melissa Chiodo, to accept apply for the 2025 COPS Hiring to help fund the City's portion of the additional SRO for three years.

Passed this 23rd day of June 2025

Brenda Dietrich, Mayor

Attest: Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Authorization to Issue Request for Proposals for Civil Legal Services**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to authorize release of the attached Request for Proposals (RFP) for Civil Legal Services.

BACKGROUND

Like most suburban cities of similar size, the City of Inver Grove Heights contracts for its civil legal services. The City currently has a contract with the law firm of Kennedy & Graven, which expires on December 31, 2025. At the time that contract was entered into, the Council directed that a competitive Request for Proposals (RFP) be issued prior to its expiration, in order to ensure the City has done its due diligence in reviewing the cost, quality and scope of civil legal services being received. Staff has prepared the attached RFP, based on samples provided by multiple other Minnesota cities who have undertaken a similar process. It lays out a process by which all proposals received will be reviewed by a committee of staff with the purpose of identifying approximately three finalists. Finalists would then be interviewed by a panel that includes all or some members of the City Council and a recommended contract brought forward for approval by the Council at a public meeting in October.

FISCAL IMPACT

There is no fiscal impact to issuing the RFP and receiving proposals.

RECOMMENDATION

Staff recommends the Council authorize issuance of the attached Request for Proposals for Civil Legal Services.

ATTACHMENTS

1. Civil Attorney RFP - City of IGH MN



Request for Proposals for Civil Legal Services

July 2025

Introduction

The City of Inver Grove Heights seeks written proposals from experienced law firms interested in providing civil legal services to the City and fulfilling the role of City Attorney. The City Attorney will be selected by the City Council and will work closely with the Council, City Administrator and City staff.

Background

Incorporated in 1965, the City of Inver Grove Heights is located in eastern Dakota County, bordered by the Mississippi River to the east, the City of Rosemount to the south, the City of Eagan to the west and the cities of Sunfish Lake, West St. Paul and South St. Paul to the north. The City has an estimated 2024 population of 36,596 residents in 14,948 households.

The City is a statutory city under the "Option Plan A" form of government as defined in Minnesota Statutes. The non-partisan City Council is composed of an elected mayor and four council members elected at-large. All serve four-year terms, following an even-year election cycle. The five-member Council is responsible for policy-making and legislative authority, budgetary approval and financial oversight, and hiring the City Administrator.

The City Administrator is responsible for carrying out the policies and ordinances of the City Council and for overseeing the day-to-day operations of the city government. The City is organized into seven departments, including police, fire, public works, parks and recreation, community development, finance and administration, and has approximately 190 benefits-eligible employees, plus additional temporary and seasonal staff.

Regular City Council meetings are held the second and fourth Monday of each month and a work session is typically held on the first Monday of each month. Meetings begin at 6:00 p.m. The members of the City Council also serve as the Economic Development Authority (EDA), which holds regular meetings on the second Monday of the even-numbered months, beginning at 5:00 p.m., and special meetings at various times throughout the year, which are scheduled for an evening when the City Council will also meet.

I. GENERAL INSTRUCTIONS & OVERVIEW OF PROCESS

A. General Instructions

1. Responses must provide complete information as described in this request and be submitted electronically. Email a pdf of the signed proposal, clearly stating the subject "Statement of Qualifications and Proposal for Legal Services for Civil Attorney" to kwilson@ighmn.gov.
2. Responses must be submitted no later than 3:30 p.m. CST on Monday, August 11, 2025. Late submissions will not be considered.
3. The respondent's proposal and offer signature and certification form (Attachment B) must be signed by an authorized representative of the firm or company. Unsigned submissions will not be considered.
4. Inquiries about this RFP may be made to Kris Wilson, City Administrator, at kwilson@ighmn.gov or 651-450-2511 between Monday, July 14 and Friday, August 1, 2025. Inquiries about the City, its projects, priorities and legal needs, and the specifics of this RFP should not be directed to the Mayor or members of the City Council or to other City staff.

B. Review and Recommendation Process

All RFP responses will be evaluated by a selection committee composed of City staff. The selection committee will identify finalists to be interviewed by members of the City Council. The interview committee will then make a recommendation to the full City Council.

C. Qualification Based Selection

The City intends to select and award a contract with a term of five (5) years, beginning January 1, 2026, to the firm evaluated to be best qualified to perform the work based on extent and quality of firm's resources, capacity, approach and experience, as well as that of the specific personnel to be assigned to the contract. Other factors, including cost, may also be considered.

D. Issuance of RFP and Award Process

Issuance of this RFP does not compel the City to award a contract. The City reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The City reserves the right to request clarification or additional information. The City reserves the right to award a contract or to re-solicit proposals or to temporarily or permanently abandon the procurement.

E. Tentative Timeline

Please note, the following dates are tentative and subject to change as the City deems necessary.

RFP Issue Date:	July 7, 2025
Questions Accepted:	July 14 - August 1, 2025
Proposals Due:	3:30 p.m., August 11, 2025
Finalist Interviews:	September 8 - 19, 2025
Council Meeting Date of Award:	October 13, 2025
Contract Effective Date:	January 1, 2026

II. Description of Services Sought

Core services sought include those legal services generally understood within the field of municipal law to fall within the category of “general counsel” work and shall include but not be limited to the following:

1. Attend all City Council and EDA meetings, as well as Council work sessions and advisory commission meetings as requested. Council meetings are held the second and fourth Monday of the month beginning at 6:00 p.m. EDA meetings are held the second Monday of the month beginning at 5:00 p.m. Occasional attendance at Council work sessions will be requested. Council work sessions are held the first Monday of the month at 6:00 p.m.
2. Advise Mayor, Council Members, City Administrator, Department Heads and other staff on city legal matters.
3. Draft and review ordinances, resolutions, and correspondence, as requested.
4. Review Council and Planning Commission agendas, staff reports and minutes as requested. Directly prepare select agenda items for City Council meetings.
5. Prepare and/or review municipal contracts, agreements, and/or leases concerning public improvements such as development agreements, joint powers of agreements, construction, telecommunication leases and purchase of equipment.
6. Participate in meetings and discussions as requested to provide legal analysis, options, and risk assessment of specific subject matters.
7. Respond to City staff’s day-to-day inquiries in a timely manner.
8. Assist staff in processing licensing violations, administrative fines and suspensions, public nuisance abatements, including implementation of administrative review procedures.
9. Represent the City in matters related to the enforcement of building and zoning codes and property maintenance standards.
10. Provide advice on public employment matters. (*Collective bargaining and labor relations advice provided by a separate firm.*)
11. Advise and assist staff as requested in the development of Requests for Proposals, formal bid documents and construction or purchasing contracts.
12. Research and submit legal opinions on municipal legal matters, as requested by City Council or City Administrator.
13. Meet with the City Council, City Administrator, Department Heads and city staff, as needed, to review Council agenda items, and the status of legal matters before the city.

14. Provide legal briefings as requested to City Council and staff regarding new or proposed legislation, matters impacting zoning or new court cases affecting municipal operations and activities.
15. Upon request, provide written update on new state or federal legislation or judicial decisions impacting the city and suggested action or changes in operations or procedures to assure compliance.
16. Provide advice on open meeting law, data practice, records retention, conflict of interest and ethics issues.
17. At the City's discretion (as well as the discretion of any insurance company providing coverage), represent the City in matters related to, but not limited to, human rights claims; condemnation; and permits and administrative actions; excluding litigation.
18. In coordination with other attorneys representing the City on a case-by-case or project-by-project basis, review financing arrangements, special assessments, bonds and insurance requirements required by or for city contracts or activities, and interpret and advise the city regarding state land use statutes and regulations and City Code provisions.
19. Provide City staff and consultant support with upcoming legal review and recodification of the City Code.
20. Provide advice on and represent the City in the acquisition of real property for public purposes (public improvements, easements, parks, etc.).
21. Prepare and review the following: conditional use permits and documentation; vacation of rights-of-way; and other land use approval documents.
22. Issue formal and informal advisory ethics opinions, and assist the City Council and staff in matters related to ethics.

III. REQUIRED PROPOSAL ELEMENTS

A. Title Page

The title page should include the RFP subject, the firm's name, address, telephone, name and email address of the contact person, and the date of submission.

B. Transmittal Letter

A signed letter of transmittal briefly stating the firm's understanding of the work to be done, the commitment to perform the work within requested time periods, a statement why the firm believes that it is best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer.

C. Firm Profile

1. Provide a summary of the organization or firm including the number of attorneys, number of partners and associates and their overall capabilities, qualifications, training and areas of expertise/specialty. Include the length of employment for each person and his/her area of specialization.
2. Provide number of clients and a list of all Minnesota municipal clients.
3. Provide a brief description of the legal services, specifically related to municipal government, of which the firm is capable of providing along with an explanation of how these services might best assist the City of Inver Grove Heights.
4. Provide a brief description of the firm's experience representing municipalities; specifically in areas of general counsel, land use, development/redevelopment, public improvements, real estate transactions, code enforcement, business licensing, public employment, legislative involvement, and public/private partnerships.
5. Any additional information, including court case involvement or creative solutions, which might be beneficial to the City in evaluating the organization's qualifications to serve as City Attorney.
6. If the firm/individual, or any of the attorneys employed by the firm, have ever been sued by cities or other clients for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information about the nature of the incident, the dates of when the matter began and was concluded, and the results of the situation.
7. Indicate whether designated lead attorneys or the law firm represent, or have represented, any client whose representation may conflict with their ability to provide legal services to the City.
8. Indicate whether designated lead attorneys or the law firm currently represents any other local units of government having jurisdiction within, or contiguous to, the City of Inver Grove Heights.
9. List any and all personal or professional relationships that the proposed lead attorney has with members of the City Council, other elected officials within the community (state, county, school board, etc.) or other key stakeholders.

10. Indicate whether the designated lead attorneys or the law firm currently represent any real estate developers in Inver Grove Heights or in any municipality contiguous to its borders. If so, please identify those companies or persons in detail.

D. Personnel and Qualifications

Provide the following for the person whom you propose to designate as City Attorney and for each person you propose to designate as a regular assistant or backup City Attorney.

1. Chronology of professional experience including legal training and number of years of practice, including date of admission to the Minnesota Bar Association.
2. Description of prior municipal experience including cities served in a similar capacity.
3. Professional affiliations.
4. Current client responsibilities of person designated to serve as lead attorney
5. Litigation experience and demonstration of court track record. Cite examples.
6. Knowledge and practice of law relating to land use and planning, risk management, development, general plans, real estate and other related law.
7. Experience in the area of contracts, franchises and Joint Powers Agreements.
8. Experience in the preparation and review of ordinances and resolutions.
9. Types of clientele represented and years representing each.
10. Office location(s) and accessibility to the city.

E. City/City Attorney Relationship

1. Describe how you would structure the working relationship between the City Attorney and the City Council, City Administrator, Department and Division Heads and other staff members.
2. Define the standard time frames for response by the City Attorney to direction and/or inquiry from the City Council or City Administrator.
3. Describe the systems or mechanisms that would be established for regular reporting of the status of projects, requests and litigation.
4. Provide a statement of how the workload of the City of Inver Grove Heights would be accommodated and what kind of priority it would be given including capability to maintain reasonable response times.

F. Supplemental Information

1. Provide a description of the process used to identify and resolve conflicts of interest.
2. Required Attachments:

Attachment A: COMPENSATION AND FEE SCHEDULE

Attachment B: REFERENCE LIST

Attachment C: CERTIFICATE OF MALPRACTICE/LIABILITY INSURANCE

Attachment D: AUDIT OR FINANCIAL REPORT

Attachment E: CONTRACT TERMS

Attachment F: SIGNATURE AND CERTIFICATION FORM

Attachment A - Compensation & Fee Schedule

1. Fee Structure. Include a fee structure for years 1 - 5:
 - a. Hourly: include hourly rates which include the chargeable hourly rate specific to all individual personnel.
 - b. Retainer: include services provided and a description identifying items to be billed out or charged to others.
2. Other Fees. Provide fee schedule for incidental expenses or services and any other costs the City will be charged.

Attachment B - Reference List

1. Include a list of municipal clients where related services were provided by the professional staff proposed, along with the name and contact information of a person who may be contacted at that municipality.
2. Include a list of private clients for whom work has been or is being performed with the City of Inver Grove Heights, the type of project, the specific activities performed, and the name of a person who may be contacted at the private client.

Attachment C - Certificate of Malpractice/Liability Insurance

1. Provide a copy of your Certificate of Malpractice/Liability Insurance in the minimum amount of \$1,000,000.

Attachment D - Recent Audit or Financial Report

1. Provide a recent audit or financial report for the organization or firm.

Attachment E- Contract Terms and Conditions

The following clauses will be included in any contract between the City of Inver Grove Heights and the firm that has been chosen to provide legal services described herein and in the firm's proposal. Firms shall clearly identify any proposed deviations from these Contract Terms and Conditions in their proposal response:

- **Contract Length**

This contract shall be effective from January 1, 2026 through December 31, 2030. This contract may be canceled by the City prior to its scheduled expiration if the City determines that the contract does not continue to serve the City's purposes. In the event of termination of the contract, there shall be no further obligation on the part of the City to the firm save and except for payment of sums due and owing for expenses and work incurred by the firm to the date of termination as set forth in this agreement.

- **Indemnification**

The firm shall defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the firm's (including its officials, agents) performance of the duties required under the contract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or to the injury to or the destruction of property including a loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission or misconduct of the firm.

- **Independent Contractor**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the contractor's as the agents, representatives, or employees of the City for any purpose or in any manner whatsoever. The firm and its staff are to be and shall remain an independent contractor with respect to all services performed under this contract. The contractor represents that it has or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the firm or other persons while engaged in the performance of any work or services required by the firm under this contract shall have no contractual relationship with the City and shall not be considered employees of the City. Any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including without limitation, claims of discrimination against the firm, its officers, agents, contractors, or employees shall in no way be the responsibility of the City; and the firm shall defend, indemnify, and hold the City, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the City including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Compensation, disability, severance pay, and PERA.

- **Laws**

During the performance of this contract the firm will be governed by all laws of the State of Minnesota and will comply with all applicable local, state, and federal laws, rules, and regulations, including but not limited to:

- Non-Discrimination
- Human Rights
- ADA
- Data Practices

- **Sublet/Assign**

The contract shall not be assignable except at the written consent of the City.

- **Termination**

The contract may be terminated by the City prior to completion if the City determines that the contract does not continue to serve the City's purposes.

Attachment F - Respondent Offer - Signature and Certification Form

The undersigned has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; understands all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offers and proposes to furnish the services described herein at the prices quoted in the respondent's proposal, and in accordance with the requirements, specifications, terms and conditions of this RFP.

The respondent also certifies:

1. Its proposal is a valid and irrevocable offer for the City's acceptance for a minimum of 90 days from the response deadline of August 11, 2025; to allow time for evaluation, negotiation, selection, and any unforeseen delays, and that its proposal, if accepted, shall remain valid for the life of the contract.
2. It is a reputable firm engaged in providing legal services necessary to meet the requirements, specifications, and terms and conditions of this RFP.
3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, and accepts all terms and conditions of this RFP.
4. It is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances.
5. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. The respondent acknowledges that the City will rely on such statements, information, and representations in selecting the successful respondent.
6. It is not currently debarred or suspended from doing business with the Federal Government, the State of Minnesota, the City of Inver Grove Heights, or any of their respective agencies.
7. It shall be bound by all statements, representations, and guarantees made in its proposal, including but not limited to, representations as to performance, and financial terms.
8. Submission of a proposal indicates the respondent's recognition that some subjective judgments may be made by the City as part of the evaluation.

Authorized Signature: **X**

Name (type or print):

Title (type or print):

Date:



Request for Council Action

SUBJECT: **Adoption of Council Code of Conduct**

MEETING DATE: June 23, 2025

ITEM TYPE: Consent Agenda

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to adopt the attached Council Code of Conduct.

BACKGROUND

At the Council's annual priority-setting session on February 3, 2025, there was a consensus that drafting and adopting a Council Code of Conduct should be one of the Council's priority tasks for the 2025 calendar year. This was seen as a wise, pre-emptive step for maintaining positive inter-Council and Council-staff relations by having the Council as a group discuss and document agreed-upon norms for carrying out the work of the Council. This is intended to help avoid accidental or inadvertent violations of one another's expectations and provide a basis for resolving any issues or concerns regarding conduct that might arise in the future.

Councilmembers Murphy and Scales volunteered and were tasked with leading this effort and, after reviewing some examples from other cities, provided a draft to the City Administrator for input. The draft document was reviewed by the Council at its April work session and is now attached for final adoption.

FISCAL IMPACT

None.

RECOMMENDATION

I recommend adoption of the attached Council Code of Conduct.

ATTACHMENTS

1. City of IGH Council Code of Conduct (FINAL June 23 2025)



COUNCIL CODE OF CONDUCT

INTRODUCTORY PLEDGE

Inver Grove Heights residents and businesses deserve a productive, ethical and accountable local government that earns and maintains the public's full confidence for integrity and fairness. As such, members of the City Council will strive, both individually and collectively, to:

- Work as a team committed to the best interests of the community as a whole and the residents of Inver Grove Heights both today and in the future.
- Carry out the duties of their elected office in an ethical and professional manner and conduct themselves at all times in a manner that reflects positively on the City of Inver Grove Heights;
- Treat other members of the Council, staff and the public in a respectful and courteous manner at all times; including during in-person interactions, via email or phone, and through comments to the media or on social media platforms.

COMPLIANCE & ENFORCEMENT

This Code of Conduct outlines standards of conduct expected of all members of the Inver Grove Heights City Council, including the Mayor and each of the four Councilmembers. Members agree to consistently and equitably hold themselves and each other accountable for abiding by the standards outlined herein.

In cases where a member of the Council or the City Administrator believes another person has violated this Code, it is their responsibility to share their concern with the other person and discuss the situation directly, privately, and in a timely manner, with the goal of bringing the issue to the other person's attention and correcting the problematic conduct moving forward. Cases of a suspected repeat or serious violation of this Code, as well as any suspicion of illegal conduct by a member of the Council, will be promptly brought to the attention of the City Administrator and/or City Attorney who will work jointly with the members of the Council to address the matter.

COUNCIL ROLE & AUTHORITY

The City Council is a policy and fiscal-decision making body, with responsibility for representing the residents of Inver Grove Heights via the establishment of policies, programs

and priorities that are in the community's best interest; enacting city codes and ordinances; adopting budgets, establishing taxes and fees, and overseeing the financial health of the City; and carrying out other statutorily assigned duties and functions. The Council's authority is exercised as a body, via decisions made in legally held meetings of the Council, and not by individual members or through behind-the-scenes communications.

Many items will come before the Council as required by city ordinance, but many issues are more discretionary in nature. It is important that the Council and staff work together to differentiate between administrative duties that are relevant to staff, and those decisions that are of a policy-making nature and should come before the Council.

It is the City Administrator's responsibility to oversee the day-to-day operations of the City and work with staff to implement the policies adopted and decisions made by the City Council. Members of the Council shall not attempt to act as, or carry out the responsibilities of, the City Administrator or other city staff, nor shall they undermine the authority of the City Administrator or other city staff as they carry out their duties as authorized or required by Council-adopted policies and priorities, City Code, or state or federal law.

Internal Council Conduct

Each member of the Council has been duly elected to office by the residents of Inver Grove Heights and is entitled to an equal vote in the decisions of the body and respectful treatment from fellow members of the body.

Members of the Council will strive to keep an open mind, encourage others to express their opinions and ideas related to the topic at hand, actively listen to perspectives and opinions different than their own and use that input to improve decisions of the body as a whole.

Council members acknowledge they are elected to be one member of a decision-making body and at times members may disagree with the approved decisions of a majority of the Council. While members of the Council may respectfully disagree with individual decisions, they should not use their title as a member of the Council or any City-sponsored means of communication (e.g. city-issued email, social media posts, etc.) to disparage other members, Council decisions, City staff or City services.

During official meetings of the Council, members of the Council show respect for one another and the public by:

- Maintaining regular attendance at Council meetings, either in person or virtually as allowed by state law, and providing as much advance notice as possible when the member must be absent from a meeting;
- Coming prepared to address the items listed on the published agenda, having read the background materials provided in advance and having notified staff of questions or concerns prior to the start of the meeting;

- Respecting the role and authority of the presiding officer by not speaking until called upon, not interrupting, cutting off or speaking over fellow members when they have the floor, and avoiding nonverbal signs of disrespect, such as eye-rolling, head-shaking, etc.
- Keeping comments to the subject matter at hand. Members of the Council will speak only for themselves and will be respectful of fellow members who express alternative positions or reasons for their support or opposition of a matter before the Council.

Outside of Council meetings, members of the Council show respect for one another and the role of the Council as a body by:

- Representing the decisions of the Council and the reasons for them to the best of their ability, even if the member individually disagrees or voted in the minority. Members of the Council shall not publicly disparage decisions of the Council or those who voted differently, nor attempt to undermine such decisions in any manner that may be detrimental to the City carrying out the direction of the Council as whole.

Working with Staff

Members of the Council recognize that City staff are a valued resource, with knowledge, skills and experience that are key to serving the residents and businesses of Inver Grove Heights. Members of the Council understand that staff work for the City as an organization, through direction provided by the City Administrator consistent with the priorities and direction of the Council as a body, and not for individual members of the Council.

Members of the Council will work primarily through the City Administrator and Department Heads. They will share their own opinions and positions on issues, ask questions and share summary information regarding questions, comments or concerns gathered from constituents. However, members of the Council will not attempt to persuade staff to alter or amend the staff recommendation or present an item in a manner favorable to the views of an individual member of the Council. Additionally, members of the Council will not ask or expect staff to engage in gossip or the sharing of non-public information regarding their work, City business or issues, or other staff or Councilmembers. Members of the Council understand that information requested from staff will be equally shared with all members of the Council.

Members of the Council will show respect for City staff by:

- Asking questions regarding items on a published agenda in advance of the meeting, via email or phone message to the City Administrator or relevant Department Head, whenever possible. Members of the Council will not engage in attempts to play "gotcha" or otherwise intentionally surprise or embarrass staff during Council meetings.
- Keeping questions and comments focused on the matter at hand and not publicly questioning the qualifications or motivations of staff members or making personal

attacks or insults toward staff members. Members of the Council who have concerns about the job performance of a City staff person will take the matter up with the City Administrator in a private setting.

- When outside of Council meetings, working through the City Administrator and/or a Department Head and not attempting to provide work assignment or direction or making extensive research requests to individual staff members.
- Not working around staff by directly meeting or communicating with City contractors, vendors or consultants or seeking information directly from the staff of other cities. Members of the Council should instead seek the information they desire from the City Administrator or relevant Department Head and provide staff the opportunity to gather and share it with all members of the Council. This does not prevent members of the Council from gathering information via conferences, newsletters or general networking with other city officials, but instead is intended to ensure that staff is trusted to do the work of staff and that members of the Council are not conducting competing or alternative research.

Working with Advisory Commissions

Members of the Council recognize the City's ongoing Advisory Commissions, as well as temporary task forces or focus groups, as partners to the Council and staff and as valuable contributors to the work of the City. Members of the Council will take time to review the work of commissions and task forces and give due consideration to their recommendations on agenda items.

If a member of the Council attends an advisory commission meeting, it is only as a resident or observer and after providing notice to staff if possible. As residents, Commission members may reach out to individual Council members to express their individual views regarding issues brought before the City. However, members of the Council shall not attempt to manage the decision-making process of a commission or task force, nor shall they attempt to influence the votes of individual Commission members or the recommendation of the Commission overall.

Working with Residents & the Public

In working with the community, members of the Council will remember that City staff should generally be the first call for help for residents. Members will receive feedback from residents on matters pending before the Council, while referring those who have questions or concerns about City staff or operations to the City Administrator. If a resident has contacted the City Administrator but is still not satisfied, members of the Council will discuss the issue or situation with the City Administrator.

Members of the Council will remember that they do not individually make decisions for the City. When speaking with residents, members of the Council will not commit the City to specific actions or outcomes and will strive to make clear when they are sharing their individual views or opinions and not present them as those of the City or the Council as a whole.

Working with Other Governmental Bodies & Agencies

In working with other governmental bodies or agencies, including federal, state or county officials and/or elected officials from other municipalities on matters of City business or concern, members of the Council shall represent any position approved by the Council as a whole to the best of their ability before sharing any personal or non-majority opinions.

Working with the Media

When speaking with or providing comment to members of the media on a matter of City business or concern, that the full Council has already taken up or voted upon, members of the Council will first, and to the best of their ability, present the position of the City, as reflected by the Council discussion and/or vote, before discussing or presenting their individual position or opinion, if that differs from the decision of the majority. If speaking or providing comment to the media on a matter not yet decided by the Council as a whole, members of the Council will specify that the views and opinions they are sharing are their own individual views and opinions and that the final decision or position of the City is not yet known.

Whenever possible, if a member of the Council gives an interview or provides comment to a news agency or reporter, they will promptly notify the City Administrator via text, email or voicemail. The City's Communications Manager and, when applicable, the relevant Department Head may also be included on this notification. This allows City staff to prepare for follow-up questions that might be asked of them by the media or residents after a story is published or aired.



Request for Council Action

SUBJECT: **Temporary Two-Day Liquor License & Exempt Gambling Permit for Church of St Patrick, 3535 72nd St E**

MEETING DATE: June 23, 2025

ITEM TYPE: Public Hearing

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to hold a public hearing and then consider approval of an application for a temporary, two-day liquor license for the Church of St Patrick for their annual Fall Festival, scheduled for September 13-14, 2025. The Council is also asked to approve an Exempt Gambling Permit for the Church of St Patrick to conduct bingo, pull-tabs and a raffle as part of the same event.

BACKGROUND

The Church of St. Patrick has applied for a temporary, two-day liquor license for September 13 and 14, 2025, in conjunction with their annual Fall Festival. A public hearing is required prior to issuance of this license, and notice of such was published in the June 8, 2025 issue of the Pioneer Press.

The Church has also submitted an Exempt Permit for Charitable gambling for the same event. Council approval is required for this permit, but a public hearing is not.

FISCAL IMPACT

NA

RECOMMENDATION

Staff recommends approval of the temporary license following the public hearing, and also recommends approval of the exempt gambling permit.

ATTACHMENTS

1. 2025-09-13 & 14 Temporary OnSale 2 Day permit application - St Pats
2. 2025-09-13 & 14 LG220 Application for Exempt Permit - St Pats



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization		Tax exempt number	
Church of St. Patrick		1856		9110954	
Organization Address (No PO Boxes)		City	State	Zip Code	
3535 72nd Street East		Inver Grove Heights	Minnesota	55076	
Name of person making application		Business phone		Home phone	
Fr. Brian Fier		651-455-6624			
Date(s) of event		Type of organization ☐ Microdistillery ☐ Small Brewer			
September 13-14, 2025		☐ Club ☐ Charitable ☒ Religious ☐ Other non-profit			
Organization officer's name		City	State	Zip Code	
Fr. Brian J Fier		Inver Grove Heights	Minnesota	55076	
Organization officer's name		City	State	Zip Code	
			Minnesota		
Organization officer's name		City	State	Zip Code	
			Minnesota		

Location where permit will be used. If an outdoor area, describe.
Shamrock Hall, 3535 72nd Street East, Inver Grove Heights, MN 55076 also in the courtyard on Clayton Street in front of Shamrock Hall.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
Will purchase own liquor.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Catholic Mutual. \$500,000.00 each occurrence general liability and \$500,000.00 excess liability insurance.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
<i>\$30.00</i>	
Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☐ No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY
PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY
CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



May 14, 2025

Rebecca Kiernan
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Full on Sale Temporary Liquor Permit

The Church of St. Patrick is requesting a full on sale temporary liquor license for our Annual Fall Festival, September 13-14, 2024.

We are asking the City Council to grant this request at the next council meeting. If you have further questions, please contact, Bryan Collins at 651-621-1561.

Thank you,

A handwritten signature in black ink, appearing to be "Bryan Collins", with a long horizontal line extending to the right.

Bryan Collins
Administrator
Church of St. Patrick
bcollins@churchofstpatrick.com
Office Direct: 651-621-1561

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Church of St. Patrick

Previous Gambling Permit Number: X- 19086-25-034

Minnesota Tax ID Number, if any: 9110954

Federal Employer ID Number (FEIN), if any: 41-0838975

Mailing Address: 3535 72nd Street East

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

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

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

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

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

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

Check one:

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

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): September 13 and 14, 2025

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

☒ Bingo ☐ Paddlewheels ☒ Pull-Tabs ☐ Tipboards ☒ Raffle

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

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). ☐ The application is denied.	☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. ☐ The application is denied.
Print City Name: _____	Print County Name: _____
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date: _____	Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	
TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____	

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: *Fr. Brian Fler* Date: 5/14/25
(Signature must be CEO's signature; designee may not sign)

Print Name: Fr. Brian Fler

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

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

BINGO AND RAFFLE – Checklist for Excluded/Exempt Permits

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

ARCHDIOCESE
OF
SAINT PAUL &
MINNEAPOLIS

OFFICE OF THE CHANCELLOR FOR CIVIL AFFAIRS

January 15, 2019

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

Dear Reverend Fier,

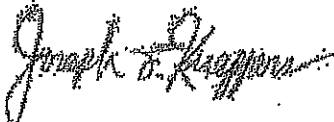
The Church of St. Patrick of Inver Grove, Minnesota, a Minnesota religious parish corporation, is a tax exempt organization under the provisions of Section 501(c)(3) of the Internal Revenue Code by reason of a Group Ruling issued to the United States Conference of Catholic Bishops by the Internal Revenue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

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

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

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

Sincerely,



Joseph F. Kueppers
Chancellor for Civil Affairs

ENCLOSURES

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

Department of the Treasury

Date: October 24, 2018

Person to Contact:

R. Meyer ID# 0110429

Toll-Free Telephone Number:

877-829-5500

United States Conference of Catholic

Bishops

3211 4th Street, NE

Washington, DC 20017-1194

Group Exemption Number:

0928

Dear Sir/Madam:

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

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

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

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

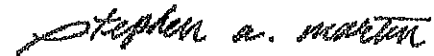
Subordinate organizations under a group exemption do not receive individual exemption letters. Subordinate organizations are not listed in Tax Exempt Organization Search (Pub 78 data), and many are not listed in the Exempt Organizations Business Master

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

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

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

Sincerely,



Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Request for Council Action

SUBJECT: **New Corporate Officer for Liquor License Holder
American Multi-Cinema Inc (AMC) Theatres**

MEETING DATE: June 23, 2025

ITEM TYPE: Public Hearing

CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to consider a new corporate officer, Edwin Francis Gladbach, for the AMC Theatre premises at 5567 Bishop Avenue, Inver Grove Heights, holder of an On-Sale and Sunday Liquor License.

BACKGROUND

American Mult-Cinema Inc., doing business as AMC Theatres, has requested a change to their corporate officers which will amend their On-Sale and Sunday Liquor License for the location at 5567 Bishop Avenue in Inver Grove Heights. The applicant has paid the fees as required by City Code and provided all the necessary documentation required for the officer change.

The Police Department conducted the background investigation on Edwin Francis Gladbach and found no basis for denial of the officer change.

FISCAL IMPACT

NA

RECOMMENDATION

Staff recommends approval of the change in officers following the required public hearing.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Rental Housing Licenses**

MEETING DATE: June 23, 2025

ITEM TYPE: Regular Business

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

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
4817 Blaine Ave	Jessica Niebuhr Woodbury, MN	Jessica Niebuhr Woodbury, MN	New
10805 Rich Valley Blvd	TSA Holdings LLC Inver Grove Heights, MN	Peter Tjornhom Inver Grove Heights, MN	Renew
7164 Arkansas Ave	Anoop Thomas Wake Forest, NC	Venkata Goli Lakeville, MN	New
4640 Barbara Ave	Keith & Karin Carlson Inver Grove Heights, MN	Keith Carlson Inver Grove Heights, MN	New
4611 Blaine Ave	Richard & Elizabeth Reeves Cottage Grove, MN	Richard Reeves Cottage Grove, 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: **Closed Session to Consider the Purchase of Real Property**

MEETING DATE: June 23, 2025

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511
Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Council is asked to enter into a closed session pursuant to Minnesota Statutes, Section 13D.05, Subd. 3(c)(3) to develop or consider offers or counteroffers for the purchase of real property located at 1285 70th St. East, Inver Grove Heights.

BACKGROUND

FISCAL IMPACT

RECOMMENDATION

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Closed Session to Consider the Purchase of an Easement**

MEETING DATE: June 23, 2025

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511
Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Council is asked to enter into a closed session pursuant to Minnesota Statutes, Section 13D.05, Subd. 3(c)(3) to develop or consider offers or counteroffers for the purchase of an easement on the property located at 4455 66th St. East, Inver Grove Heights.

BACKGROUND

FISCAL IMPACT

RECOMMENDATION

ATTACHMENTS

None