



Inver Grove Heights City Council
Monday, August 26, 2024 at 6:00 PM
8150 Barbara Ave, Inver Grove Heights, MN 55077

AGENDA

NOTICE TO RESIDENTS: Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to **12:00 p.m.** on Monday, August 26, 2024, will be provided to the Council at or before the August 26, 2024 meeting.

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Presentations

5. Consent Agenda

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

A. Approval of the Minutes of the August 5, 2024 City Council Work Session

B. Approval of Disbursements

C. Personnel Actions

D. Assignment of Antenna Lease Agreement - Arbor Pointe Water Tower

E. Resolution Approving a Variance from the Fence Height at 1260 105th Street

F. Resolutions Approving a Plat, Conditional Use Permit, Vacation of Certain Easements, and Development Contract for Expansion of a Car Dealership at 1290 50th Street

G. Resolution Approving Charitable Gambling Premise Permit Application for Mississippi Pub, 4455 65th St. E.

H. Request for Donation to IGH Days Fireworks Display

6. Public Hearing

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

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

7. Regular Business

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

- B.** Consider a Variance for a Fence in the Front Yard at 6202 Concord Blvd
 - C.** Potential Use of State Funding for Public Boat Launch (continued)
 - D.** 2nd Reading of Ordinance Amending City Code Related to the Sale of Tobacco and Nicotine Products
 - E.** 2025 Budget Update & City Administrator's Recommendations
- 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 WORK SESSION
MONDAY, AUGUST 5, 2024 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, August 5, 2024, 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, Scales; and T'Kach; City Administrator Wilson, City Attorney McCauley Nason, Deputy City Clerk Malott, Finance Director Hove, Public Works Director Connolly, Police Chief Chiodo and Parks & Rec Director Lares.

Absent was Council Member Murphy.

3. APPROVAL OF AGENDA:

Motion to Approve by Gliva, Second by Scales.

Ayes: 4

Nays: 0 Motion carried.

4. DISCUSSION ITEMS

A. Informational Presentation on Proposed Police Department Drone Use

Chief Chiodo presented this item. They are proposing an Unmanned Ariel System (UAS) to be used by the Police Department. If they receive support for this program, Investigator Ryan Malcolm will be the drone coordinator for the program and he will provide more information after the overview.

Steps to Develop a UAS Program:

- Determine if there is a benefit to having a UAS
- Select a Program Coordinator
- Research and Carry out implementation steps:
 - Written Policies & Procedures Required
 - Opportunity for Public Comment
- Order Drone(s) (proposed to be purchased with one-time Public Safety Aid from the state)
- Select a Team
- Train Team Members

Chief Chiodo introduced Investigator Malcolm to provide more information. Investigator Malcolm said they must provide an opportunity for public comment before purchasing or using a UAS. They are also required to have written policies and procedures. A common term for a UAS is a drone but they try not to use that terminology.

UASs will be used for:

- Search and Rescue

- Disaster relief
- Locating fleeing suspects
- Crime scene documentation
- Officer and public safety concerns

UASs will NOT be used for:

- Spying on citizens
- Conducting searches of private areas of property or residences without emergency circumstances, or a search warrant issued by a judge
- Equipped with weapons or munitions

Investigator Malcolm said if the proposal is approved, there are two UAS systems the police department is requesting.

DJI Matrice 30T:

- \$10,000
- Flies in rain, wind and extreme temps
- 41-minute flight time
- Zoom camera, wide camera, thermal camera

DJI Mini 4k:

- \$240
- Will be used for training and indoor flights
- 30-minute flight time

Mayor Dietrich asked how big the DJI Matrice 30T was.

Investigator Malcolm said it is about the size of the podium when it is unfolded.

Proposed Policy:

Purpose and Scope - The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval and dissemination of images and data captured by the UAS (Minn. Stat. § 626.19).

Overall Policy - A UAS may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in accordance with constitutional and privacy rights and Federal Aviation Administration (FM) regulations.

Investigator Malcolm said an Unmanned Aerial System (UAS) is controlled by a remote and does not have the ability to have a pilot.

Privacy:

- Absent a warrant or exigent circumstances, operators and observers shall adhere to FM altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure).
- Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy.
- Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

The Chief of Police will appoint a program coordinator who will be responsible for management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations and best practices.

Use of UAS:

- Only by authorized operators who have completed the required training shall be permitted to operate the UAS.
- Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible only:
 - Where there is no protectable privacy interest, or
 - When in compliance with a search warrant or court order. In all other instances, legal counsel should be consulted.
- UAS operations should only be conducted consistent with FM regulations.
- Shall not be used without a search warrant, except:
 - During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person
 - Over a public event where there is a heightened risk to the safety of participants or bystanders
 - To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that a credible intelligence indicates a risk
 - To prevent the loss of life or property in natural or man-made disasters and to facilitate the operation planning, rescue and recovery operations
 - To conduct a threat assessment in anticipation of a specific event
 - To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road
 - Over a public area for officer training or public relations purposes
 - For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and a proposed period of use

Documentation Required:

Each use of a UAS should be properly documented by providing the following (Minn. Stat. § 626.19):

- A unique case number

- A factual basis for the use of UAS
- The applicable exception, unless a warrant was obtained

Prohibited Uses:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group or disability.
- To conduct personal business of any type.
- The UAS shall not be weaponized (Minn. Stat. § 626.19).

Additional Prohibitions:

- Unless authorized by a warrant, a UAS shall not be deployed with facial recognition or biometric matching technology (Minn. Stat. § 626.19).
- Unless authorized by a warrant or for purposes of permitted use outlined in the policy, a UAS shall not be used to collect data on public demonstrations (Minn. Stat. § 626.19).

Retention of UAS Data:

- The Police Department's Support Services Supervisor shall ensure that data collected by the UAS is disclosed or deleted as required by Minn. Stat. § 626.19, including the deletion of data as soon as possible, and in no event later than seven days after collection, unless the data is part of an active criminal investigation (Minn. Stat. § 626.19).

Council Member Scales asked if the 40-minute flight time was standard.

Investigator Malcolm said the larger UAS operates on two batteries. After 40 minutes they are able to replace the battery and operate it for another 40 minutes.

Council Member Scales asked how long it takes to charge the battery.

Investigator Malcolm said he does not have the exact time but 30 to 40 minutes would be standard. Their plan is to have four batteries deployed with the UAS. It would be rare that they would need more than an hour of flight time. There would be four additional batteries at the police station charging and after the incident the officer would return to the police station and swap the used batteries with the new ones.

Council Member Gliva asked to confirm that the data would not be available for public requests and is only kept for seven days.

Investigator Malcolm said if the footage is part of a case file it would be retained based on the statute. Training flights, surveillance determined not to be part of a crime or surveillance for Public Works are examples of what would be removed within seven days. If the video were part of a case file the standard data retention is seven years.

Council Member Gliva asked where the UAS would be stored.

Chief Chiodo said they are hoping to have a UAS trained officer on every shift and it would be in their squad car or at the police department with a trained investigator ready to be used.

Mayor Dietrich asked if the video has to be destroyed within seven days because there are situations where it would be helpful to view it after a seven day period.

Investigator Malcolm said under the statute it has to be destroyed within seven days unless it is part of a case file.

Council Member T'Kach asked how much this would cost and what amount was given by the grant.

Chief Chiodo said this could be paid for with a one-time safety dollars or their forfeiture funds.

Council Member T'Kach asked if trained officers would receive additional compensation.

Chief Chiodo said there are training costs that are built into their training budgets. There would be no additional compensation for the UAS trained officers.

Council Member T'Kach asked how quickly a UAS would be able to respond in the case of a lost child or adult.

Investigator Malcolm said it takes approximately 90 seconds from the time it is removed from the squad car to it being in the air.

Council Member T'Kach asked if there was a high demand for this or if there was a reason they could not continue to partner with other communities that have UAS systems.

Investigator Malcolm said time is of the essence in certain situations such as a missing child. If a nearby community has a UAS available it could take 15 to 20 minutes to be able to start utilizing the UAS. If they need to contact the local sheriff's department the response time could be over 30 minutes. Their investigators can also use this as a tool and it would be more efficient to have a system of their own.

Chief Chiodo said when they are deploying the UAS it is their data and stored in the same place their body camera footage is stored. If it is part of a case there is not a chain of custody issue and they can manage the data and can ensure it is destroyed per statute guidelines if it is not part of a criminal case.

Council Member T'Kach asked if the city has a drone ordinance for the public.

Administrator Wilson said she was not aware of any city ordinance. The fire department has a drone that they use for search and rescue. State law does not impose the same laws on a drone utilized by the fire department as they do for drones used by police departments.

Council Member T'Kach asked if there was potential for a privately owned drone could chase a police drone.

Investigator Malcolm said it is possible but not probable.

Council Member T'Kach asked if there is insurance for any inappropriate use of the drone that could protect the city in case of a lawsuit.

Chief Chiodo said it would be the same as if they violated the current data practices with their body camera or dashboard camera footage. The officer would face internal investigation and the city would face liability issues if they were misusing data.

Council Member T'Kach asked if they were committed to the DJI brand.

Chief Chiodo said they like the brand and it is one of the most popular brands because it is able to sync with their Axon body camera storage systems. After researching options, the price and functions of the UAS systems that DJI offers fits what they are looking for.

Council Member T'Kach asked if they were aware that the U.S. House of Representatives introduced legislation to ban DJI drones.

Chief Chiodo said different agencies within the federal government are utilizing them and she does not think they will ban something that their own agencies use.

Investigator Malcolm said he has been following the legislation and has not seen it gain traction. The next best product is \$7,000 more expensive and in his opinion is inferior.

Council Member T'Kach said she is concerned the cost could be over \$10,000 with training, additional batteries, storage, replacements and cameras.

Chief Chiodo said the UAS includes the cameras and they have a training budget that would cover the cost of additional training. They would not train all of their officers.

Council Member T'Kach asked how they determine what a threat to public safety is at a public event and whose decision it is.

Chief Chiodo said it depends. They may receive intelligence from the state, another agency in the county, the investigator on scene or it could be the chief's decision. They would do their due diligence before using a UAS.

Council Member Scales said he thinks it is great and it's another tool in the police department's tool belt. Having an additional tool to keep their officers and the public safe is great opportunity.

Mayor Dietrich said the fire department is in need of training with their drone and asked if there could be collaboration between the two departments for training.

Investigator Malcolm said the Fire Department's UAS has a DJI platform but a different model. For training, the Part 107 licensing can be done cooperatively. Both departments UASs would be on the same software system. There is a difference in the models because the fire department would utilize their UAS for different situations.

Mayor Dietrich said she thinks it is a good idea. She asked if it may lead to overtime if a UAS trained officer was not working and there was a critical incident.

Chief Chiodo said they are still determining how best to form the drone team. They will have four patrol shifts that will have people trained on every shift. There will also be investigators that are trained so there will always be someone on duty that can operate the drone. There could be an instance where there are multiple people on vacation but they could partner with a neighboring community if necessary.

Council Member T'Kach said she wants to go into this with eyes wide open and asked to confirm how many drones would be purchased.

Chief Chiodo said they would have one larger drone and one smaller drone and confirmed the large drone would be transferred from shift to shift.

Mayor Dietrich asked Administrator Wilson if Council Member Murphy had any comments.

Administrator Wilson said he generally felt comfortable with the direction and proceeding.

Chief Chiodo asked Council for direction regarding public comment.

Attorney Nason said the statute says at a minimum they have to take written and email comment. It is up to Council if they want to put it on the Regular Agenda. If it is on the Regular Agenda members of the public who are present are given an opportunity to be heard. The public being able to be heard at the meeting as well as submit comments would comply with the statute.

Mayor Dietrich asked Chief Chiodo if they have a preferred way of receiving public comment.

Chief Chiodo said she would like to follow what they normally do and have a notice of a public hearing and allow residents to both email, comment and speak. They can have it on their website ahead of time.

Council Member T'Kach said she agreed and the presentation was very helpful and would be valuable to residents.

Mayor Dietrich said they would follow that format for public comment.

B. 2025 Budget - Non-General Fund Budgets

Director Hove presented this item. The city has six debt services. Four are related to streets and two are related to the fire station.

Bond Issuance	2022 Budget	2023 Budget	2024 Budget	2025 Budget
<u>Street-Related Debts</u>				
2015A G.O. Bonds	635,669	637,301	633,210	634,055
2016A G.O. Bonds	695,874	718,134	718,292	723,227
2017B G.O. Bonds	263,211	263,125	262,882	267,731
2020A G.O. Bonds	177,250	177,215	177,250	177,250
Use of Closed Bond Fund	-177,250	-177,250	-177,250	-177,250
<u>Fire Station Debt</u>				
2018A G.O. Bonds	737,977	739,289	739,552	733,514
2019A G.O. Bonds	186,585	187,635	188,475	189,105
Total	\$2,519,316	\$2,545,484	\$2,542,411	\$2,547,632

Council made the decision a few years ago to use the Closed bond Fund to pay for the 2020A G.O. Bond.

2020A G.O. Bonds (Fund 394)

Current Cash Balance - June 30, 2024	\$ 535,332
2024 Special Assessment Revenue * (last payment)	16,400
2025 Transfer from Closed bond Fund (replace levy)	177,250
2025 Add'l Transfer from Closed bond Fund	25,000
Add'l Interest Revenue 7/2024 - 2/2025	8,000
Principal/Interest Due at Call Date (2/1/2025)	<u>(761,670)</u>
Estimated Cash on Hand - February 28, 2025	\$ 312

The Call Date is the first opportunity to pay off the debt early and not have to continue to pay interest for the next two years. 2024 is the last year they will collect assessments for this debt. The additional transfer of \$25,000 will pay off the debt. The original plan had the Closed Bond Fund transferring an additional \$177,250 in 2026. Staff recommends a transfer of \$202,250 from the Closed Bond Fund to Fund 394 to replace the 2025 levy and provide sufficient funds for an early payoff of the bonds. If Council is in agreement to transfer the additional funds in order to pay the debt early staff will present it to Council this fall requesting authorization for staff to proceed.

Council Member Gliva said she like paying off debt.

Council Member T'Kach asked what the interest rate was.

Director Hove said she does not remember the interest rate.

Closed Bond Fund (Fund 399)

Current Cash Balance - June 30, 2024	\$ 1,285,706
Replace 2025 Debt Levy for 2020A Bonds	(177,250)
Add'l transfer in 2025 to pay off 2020A Bonds	(25,000)
Add'l Interest Revenue 7/2024 - 2/2025	<u>20,500</u>
Estimated Cash on Hand - February 28, 2025	\$ 1,103,956
2025 Sewer Debt Payments	<u>(1,045,756)</u>
Estimated Cash on Hand - After Transfer	\$ 58,200

Staff has been reviewing options to potentially use the Closed Bond Fund to pay one year of the Sewer Debt Payments.

2025 Debt Budgets

Bond Issuance	Debt Levy	Other Revenues	Total Revenues	Less: Principal + Interest, Other	Net
2015A. G.O. Bonds	634,055	30,000	664,055	648,350	15,705
2016A G.O. Bonds	723,227	8,000	731,227	676,938	54,289
2017B G.O. Bonds	267,731	42,000	309,731	319,363	-9,632
2018A G.O. Bonds	733,514	3,000	736,514	694,460	42,054
2019A G.O. Bonds	189,105	750	189,855	177,800	12,055
2020A G.O. Bonds		212,250	212,250	759,030	546,780
Total	\$2,547,632	\$296,000	\$2,843,632	\$3,275,941	-\$432,309

This is a snapshot of 2025. The negative is a net amount and the Closed Bond Fund has the money to pay the balance.

Director Hove presented the Internal Service Funds and Allocations. There are four Internal Service Funds: Technology, City Facilities, Risk Management (Insurance) and Central Equipment. Staff will present information about the operating and capital components for some funds. The Central Equipment capital component will be presented at a later date. The General Fund is the largest contributor to these funds.

Summary of Allocations

Allocation Type	2024 Budget	2025 Budget	Difference	% Change
Insurance (5450)	479,600	549,600	70,000	14.6%
Workers Comp (5084)	774,000	727,000	(46,300)	-6.0%
Technology (5445)	1,265,900	1,259,755	(6,145)	-0.5%
City Facilities (5455)	847,695	832,495	(15,200)	-1.8%
Central Equipment (5460)	<u>3,208,400</u>	<u>3,790,900</u>	<u>582,500</u>	<u>18.2%</u>
	6,575,595	7,160,450	584,855	8.9%

Director Hove said they have been able to fine tune the Workers Comp, Insurance, Technology and City Facilities budgets so there is not much of a change. The large increase to the Central Equipment Fund is primarily due to updated replacement costs for larger vehicles within the Fire Department. They want to decrease the allocation in future budget drafts to better phase in these increases. The 8.9% increase is already included in the General Fund budget.

Administrator Wilson presented the Technology Fund (Fund 606) budget information.

The Technology Fund allocation paid by each Department covers:

- Operating budget for IT Department - including IT staff wages and benefits, training, etc.
- Printers, copiers, desktop and laptop computers
- "Core" software used City-wide (such as Microsoft Office Products)
- Servers, back-up system, etc.

A Department's allocation is based on the number of Full Time Employees (FTE) and device counts (computers, laptops, tablets).

Revenue in the Technology Fund comes from allocations paid by each City department or division and from interest on the fund balance. The total amount allocated to City departments and divisions has been declining slightly as staff refines the costs to be shared by all.

Technology Fund Revenue

2023	2024	2025
1,276,200	\$1,265,900	\$1,259,755

Proposed Capital Expenditures for 2025:

- \$99,000 in capital expenditures included in proposed budget:

- Camera System (\$30,000)
- Phone System (\$60,000)
- Audio/Visual (\$9,000)
- Staff is evaluating an additional capital expenditure to upgrade the A/V equipment at Fire Station #2
 - Would utilize Technology Fund's fund balance
 - Would come back to Council for standalone approval

Technology Fund - Budget Summary

	2024 Budget	2025 Requested Budget
<u>Revenues By Type</u>		
Departmental Allocations	\$ 1,265,900	\$ 1,259,755
Other Revenues	<u>22,250</u>	<u>26,500</u>
Total Revenues	\$1,288,150	\$1,286,255
<u>Expenditures by Type</u>		
Personnel	\$ 793,600	\$ 832,200
Supplies	47,950	62,250
Other Charges and Services	468,206	390,665
Capital Outlay - Machinery and Equipment	<u>102,400</u>	<u>99,000</u>
Total Expenditures	\$ 1,412,157	\$ 1,384,115

Administrator Wilson said the Other Charges and Services includes the software and telephone costs annually.

2025 Budget Summary

Revenues	\$ 1,286,255
Expenditures	<u>\$ 1,384,115</u>
Decrease to Fund Balance in 2025	(\$ 97,860)

The Technology Fund had a balance of \$1,034,013 as of December 31, 2023. The adopted 2024 budget included a \$123,905 spend down in the fund balance which would leave \$910,207. Staff is not proposing to spend down the entire balance in the fund but feel they can use some of the balance for one-time needs.

Parks and Recreation Lares presented the City Facilities Budget (Fund 605). The Parks and Recreation Department has a new Facilities Maintenance Superintendent.

Council did not have any questions

- Activities are funded by departmental allocations through expense code 5455:

- Total City Facilities Allocation is \$832,495 (1.8% decrease)
- Up until 2022, this fund covered facility costs solely related to the operation of City Hall; currently in a transition phase
- Current Allocation is based on historical FTE's and square footage by department; formula has not been updated for years
 - And the allocation does include a capital replacement component (like Central Equipment)
- Beginning in 2023, Solar Garden activities were added to this budget so \$390,000 shows up as revenue (solar charges) - will need a few years of activity for comparison purposes

City Facilities - Budget Summary

	2024 Budget	2025 Requested Budget
<u>Revenues By Type</u>		
Departmental Allocations	\$ 847,695	\$ 832,495
Other Revenues	<u>403,500</u>	<u>444,080</u>
Total Revenues	\$1,251,195	\$1,276,575
<u>Expenditures by Type</u>		
Personnel	\$ 303,100	\$ 346,000
Supplies	66,200	42,200
Other Charges and Services	<u>889,650</u>	<u>904,800</u>
Operating Costs Subtotal	\$ 1,258,950	\$ 1,293,000
Capital Outlay - Buildings	<u>266,041</u>	<u>293,500</u>
Total Expenditures	\$ 1,524,991	\$ 1,586,500

Highlights and Additional Requests:

- Have a Central Equipment Allocation is new in this budget for 2025; starts a savings for future replacement of City Facilities vehicle (which was transferred from Parks Department) - this is reflected in current budget figures
- Requesting a position reclassification to create a Lead Worker position - not yet added to budgeted figures
- Consider utilization of fund balance for ongoing improvements in Police Department spaces (3-year plan beginning in 2024, currently in Police budget request)

2025 Budget Summary Revenues	\$ 1,276,575
Expenditures	<u>\$ 1,586,500</u>
Decrease to Fund Balance in 2025	(\$309,925)

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The 2024 budget assumed a \$196,255 spend down in the fund balance for the capital expenditures category. This is unlikely to happen as the City Facilities Superintendent position was unfilled for the first half of 2024. The 2023 budget assumed spend down of \$365,300 in the fund balance for the capital expenditures category and the actual spend down was \$95,000.

City Facilities – 5 Year Capital Plan

Division	2025 Request	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	Total
Fire Stations 1 & 3	81,000	12,000	170,000	40,000	175,000	478,000
Public Works	8,500	189,000	38,000	52,000		287,500
City Hall/Police	182,500		20,000	30,000		232,500
Water Treatment Plant	25,000	13,000				38,000
Golf Course	5,000	5,000				10,000
Rich Valley	15,000					15,000
Total	\$317,000	\$219,000	\$228,000	\$122,000	\$175,000	\$1,061,000

The 2025 – 2029 average capital is \$212,200. Director Lares said there will be a new evaluation of the five-year plan with the addition of the City Facilities Superintendent. It is likely there will be a higher annual average of spend down.

City Facilities – 2025 Capital Projects

Project	Amount
ADA Improvements	\$ 25,000
Lighting Improvements	20,000
City Hall - Replace Data Closet Heat Pumps	14,000
City Hall - Install Data Closet Duct Work	8,500
City Hall - Build Offices	50,000
City Hall - Elevator Code Updates	105,000
Fire Station #1 - Boiler/Pumps	35,000
Fire Station #1 & 3 - Update Fire Alarm Panels	21,000
Public Works - Water Heater	3,500
Rich Valley Maintenance Building - Boiler	15,000
Water Treatment Plant - Roof Top Unit	<u>20,000</u>
Total Projects	\$ 317,000

Total 2025 Capital Expenses	\$ 317,000
From Central Equipment Fund*	3,500
From Water Capital Fund*	<u>20,000</u>
Capital Paid for out of City Facilities Fund	\$ 293,500

*Exception will be for any ADA improvements - these will be paid for from the City Facilities ADA funds set aside in previous years were transferred into the City Facilities Fund

In 2021, \$572,000 was transferred into the fund after completing the Fire Station Project. In 2022, staff recommended to close the Central Stores Fund and transfer those dollars estimated at \$600,000 to the City Facilities Fund. The 5-Year Capital Plan anticipates \$1,061,000 in capital spending of which \$740,500 (70%) falls under general City Facility dollars.

Council Member T'Kach asked if he anticipates any big projects coming in year six or seven that they should be aware of.

Director Lares said there is a need for an evaluation of city facilities roofs. Some will need work and this will be spread out over the next five years. He doesn't have anything specific outside of the current plans but once the new superintendent reviews the plans, he may have some updates.

Director Hove presented the budget review for the Risk Management Fund (Fund 602).

Overview:

- League of MN Cities (LMCIT) insurance premiums
 - Property/Equipment/Liability/Auto/Bond
 - Workers Compensation
- Corporate charges for attorney representation in lawsuits
- Portion of finance personnel costs charged to fund
- Activities are funded by departmental allocations through expense codes:
 - Insurance Allocation (5450) - \$549,600 (14.6% increase)
 - Workers Compensation Allocation (5084) - \$727,700 (6% decrease)
- Covers deductible payments
 - Property/Casualty deductible has been \$50,000 - with \$1,000/claim after deductible has been met
 - New in 2023 - added a \$5,000 Workers Compensation deductible which resulted in premium savings; Workers compensation premium went up considerably in 2023
- New in 2023 - City pays insurance agent fees directly to North Risk Partners (agent of record) rather than having those fees embedded within the property/casualty premium

Risk Management Allocations

	2022	2023	2024	2025
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Workers Compensation	\$ 688,800	\$ 723,200	\$ 774,000	\$ 727,700
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Insurance	<u>473,100</u>	<u>501,400</u>	<u>479,600</u>	<u>549,600</u>
Total Allocations to Fund	\$ 1,161,900	\$ 1,224,600	\$ 1,253,600	\$ 1,277,300
% Change	4.0%	5.4%	2.4%	1.9%

The average cash balance in the Risk Management Fund is \$1,032,852. The 2021 and 2022 Property/Casualty Dividends totaled \$167,611.

Council Member Gliva asked if the increase to the Property/Casualty insurance was because of a high number of claims.

Director Hove said every seven years the League of MN Cities does a new property appraisal. The city had a lot of Workers Compensation claims in 2020 from Covid-19 and it is reviewed every three years. The reduction in claims in the last three years is why Workers Compensation costs have decreased. Council will hear more about this in the next meeting.

Risk Management - Summary

	2024 Budget	2025 Requested Budget
<u>Revenues By Type</u>		
Departmental Allocations	\$ 1,253,600	\$ 1,277,300
Other Revenues	<u>25,000</u>	<u>40,000</u>
Total Revenues	\$ 1,278,600	\$ 1,317,300
<u>Expenditures by Type</u>		
Personnel	\$ 32,000	\$ 33,900
Legal and Contracted Services	21,000	23,326
Repair/Maintenance/Deductibles	80,000	80,200
Insurance Premiums	<u>1,260,900</u>	<u>1,165,100</u>
Total Expenditures	\$ 1,393,900	\$ 1,302,526

Council Member T'Kach asked if this was all of the insurance for the city.

Director Hove said this is the Property/Casualty Insurance and Workers Compensation. It does not include Health Insurance.

Council Member T'Kach asked if it was for all of the properties including the golf course and VMCC.

Director Hove said the golf course only has a liquor license insurance that is done through their own budget. She is not aware of other insurances.

Council Member T’Kach asked if they have insurance to cover the golf course if there were a storm that caused some holes to be unplayable.

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Director Hove said all of the City’s properties are covered for property, buildings, casualties and contents. They are also covered for employees making unintentional mistakes during their daily work. They will go further into the insurance topic in the next meeting.

2025 Budget Summary

Revenues	\$ 1,317,300
Expenditures	<u>\$ 1,302,526</u>
Decrease to Fund Balance in 2025	(\$ 14,774)

The 2025 budget does not take into consideration any potential property/casualty dividends (additional revenue) returned by LMCIT and budgets for the full \$50,000 property/casualty deductible and \$30,000 towards workers compensation deductibles (expense).

Council did not have any additional questions.

Public Works Director Connolly presented the Central Equipment Fund (Fund 603).

Overview:

- Vehicle maintenance and replacement
- Activities are funded by departmental allocations through expense code 5460:
 - Total Central Equipment Allocation proposed for 2025 is \$3,790,900 – an 18.2% increase from 2024
- The allocation is two-fold:
 - Operating Costs – based on a three-year average of fuel usage and repair parts/hours
 - Capital – based on a vehicle replacement schedule, specific to each department

Departmental Allocations

	2022	2023	2024	2025
Operations	1,628,600	1,611,700	1,560,600	1,499,050
Capital Replacements	<u>1,540,600</u>	<u>1,552,000</u>	<u>1,647,800</u>	<u>2,211,842*</u>
Total	\$ 3,169,200	\$ 3,163,700	\$ 3,208,400	\$ 3,790,900

The higher operational costs in 2022 and 2023 are reflective of larger building repairs scheduled in those years. The Large increase to 2025 capital replacements allocation is due to updated replacement costs for some of the Fire Department’s larger vehicles. Staff intends to reduce this capital allocation in future budget drafts to better phase-in these costs.

Central Equipment – Budget Summary

<u>Revenues By Type</u>	2024 Budget	2025 Requested Budget
Departmental Allocations	\$ 3,208,400	\$ 3,790,900
Interest and Other Reimbursements	<u>150,000</u>	<u>225,000</u>
Total Revenues	\$ 3,358,400	\$ 4,015,900
<u>Expenditures by Type</u>		
Personnel	\$ 606,700	\$ 623,800
Supplies	517,150	485,150
Other Charges and Services	<u>606,000</u>	<u>611,600</u>
Total Expenditures - Before Capital	\$ 1,729,850	\$ 1,196,170
Capital Outlay - Vehicles and Equipment	<u>1,481,996</u>	<u>1,196,170</u>
Total Expenditures - After Capital	\$ 3,211,846	\$ 2,916,720

The other charges and services are repair maintenance costs including parts and repair.

Director Connolly said the Central Equipment Fund is in a good cash position because they have a lot of assets that they are saving for future replacements. The end of year cash position is approximately \$15.5 million. This includes loans for internal service funds. There are two loans receivable as of December 31, 2023:

- \$1,092,107 - Golf Course for 2016 Improvements
- \$372,140 - VMCC for 2018 Rink Improvements

Council did not have any questions.

Administrator Wilson presented the Economic Development Authority Fund.

Economic Development Authority (EDA) Budget

	2022 Activity	2023 Activity	2024 Budget	2025 Requested
Personnel	\$ 20,136	\$ 14,662	\$ 148,000	\$ 158,000
Supplies	0	330	0	500
Other Charges and Services	<u>16,866</u>	<u>104,194</u>	<u>65,515</u>	<u>51,215</u>
Total	\$ 37,003	\$ 119,186	\$ 213,515	\$ 209,815

EDA - Additional Consideration:

- 2024 Budget contained funds for a staff person focused on economic development
 - Position funding planned to use some EDA Fund Balance
 - Council Decided to extend consultant contract instead

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- Current contract comes up in September 2024
 - Proposed 2025 Budget contains similar funds that may be used for a staff person or consultant
- EDA - Funding Recommendation:

- EDA Fund Balance December 31, 2023 - \$304,867
 - 2024 assumed spending down \$41,000 of fund balance which would leave \$263,867 in the fund
 - Latest 2024 figures assumes the balance will grow by \$61,000 in 2024 rather than spending down \$41,000
 - This would leave \$366,000 in the fund at the end of 2024
- Recommendation is to budget for the use of \$50,000 in fund balance in 2025
 - Allows for staggering of levy increases related to the staff person / consultant; and
 - Recognizes that the funds set aside in 2024 will most likely not be fully utilized in 2024

Council Member T'Kach asked if the budget included any acquisition of property or revenue from property sold.

Administrator Wilson said it does not include any budget for acquiring property or revenue from property sold.

Council Member T'Kach asked where they would see those funds.

Administrator Wilson said the EDA has a small acquisition fund with a balance of \$34,000. Staff has considered combining the EDA Acquisition Fund and the EDA Operating Fund. The EDA's acquisition of land usually comes from the Host Community Fund or grant money. The EDA owes the Host Community Fund about \$1 million for a few parcels that were acquired from the golf course a few years ago. They do not levy to buy land.

Council did not have any additional questions.

Director Connolly presented the proposed 2025 Budget for Pavement Management.

Proposed City-Dedicated Funding for 2025

City Funding Source	2025 Requested
Tax Levy	\$ 2,934,750
Franchise Fees	1,111,000
State Aid - Maintenance	500,000
NEW: Transportation Advancement Aid (TAA)	100,000
Transfers In - Host Community	0

Total City PM Funding	\$ 4,645,750
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City-dedicated funding they receive regardless of the projects that are scheduled because it is collected through things that are not project specific. Franchise fees are from utility companies with franchise agreements with the city. These fees are collected from the utility companies for using the

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City's right of ways. State Aid is given annually for maintenance on any roads. The Transportation Advancement Aid (TAA) is new for 2025 and is part of State Aid. These funds are collected from surcharges for deliveries from companies like Amazon, UPS and FedEx for maintenance on city roads.

Additional Project - Specific Funding for 2025.

City Funding Source	2025 Projected
Special Assessment Collections	\$ 2,141,293
Bond Proceeds	3,707,099
State Aid - Construction	373,450
Investment Interest	275,000
Transfer in from Utility Funds	5,623,339
Reimbursements from Partner Agencies (Dakota County, City of Eagan, etc.)	1,885,994
Total City PM Funding	\$ 14,006,175

The State Aid - Construction funds are for the project on Argenta Trail along the border with Eagan. The transfer from utility funds are for pavement management projects that require utility work. The project in the 46th Avenue and Barbara Avenue area is a complete reconstruction and will require all new sanitary sewer, storm sewer and watermain.

Combined Funding for 2025

City Funding Source	2025 Projected
City-Dedicated PMI Fund (Requested)	\$ 4,645,750
Additional Project-Specific Funds (Projected)	14,006,175
Total PM Fund Revenue	\$ 18,651,925

Pavement Management - Local Streets 2025 Projects

Project	Amount
Annual PMI Projects	\$ 15,607,913*
Broad Area Patching	230,000
Crack Sealing & Pavement Rejuvenation	220,000

Traffic Calming and Safety Improvements	30,000
Cahill Ave. Traffic Study	95,000
South Grove Area Maintenance Overlay (UTBWC)	<u>1,000,000</u>
Total Projects	\$ 17,182,913

* All PMI costs include funding from multiple funding sources (Assessments, Utility Funds, MSA, etc.)

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The 2025 PMI Projects are 91% of the budget.

Council Member T’Kach said in 2024 \$30,000 was budgeted for traffic calming and safety improvements and asked if that money was spent. If it wasn’t spent she asked if it was moved into a fund balance for a bigger project.

Director Connolly said if the funds aren’t spent they stay in the PMI fund. If there are any funds left when a PMI project is finished, that money is returned to the funds that they came from. They did do several small improvements with the budget from 2024, mostly minor updates to crosswalks.

Council Member T’Kach said pedestrian safety continues to be in issue and asked if more lighting on crosswalks at night or similar items are in the plan.

Director Connolly said he does not have anything specific but lighting would be paid for from the Street Lighting Fund. He has not received any requests specifically about lighting for crosswalks. The majority of requests he has had have been for adding new crosswalks. Several of the requests have been for roads where they have already proposed a study, new roads or county roads.

Pavement Management - Partnership Projects 2025 Projects

Project	Amount
70 th Street - TH 3 to Cahill Ave - Final Design	\$ 165,000
80 th Street - Babcock Tr. To Bowman - Construction	400,000
80 th Street - TH 3 to Babcock Trail Scoping Study	36,500
Argenta Trail/I-494 - Prelim Design	50,000
Babcock Trail Multiuse Trail Facility (Construction)	207,150
Argenta/Westcott/TH 149 Flashing Yellow Arrow	<u>75,000</u>
Total Projects	\$ 933,650

* All cost amounts are City Share from Pavement Management Fund only.

Partnership Projects are projects that are done in conjunction with other communities. All of the above projects except the flashing yellow arrow at Argenta, Westcott and TH 149 are county projects. This project is in conjunction with MnDOT and the City of Eagan.

Expenditure Budget for 2025:

- Project Costs - \$17,182,913
- Transfers to Partnership Projects - \$933,650
- Additional Operational Costs - \$53,500

- Division Software
- ICON Pavement Ratings
- Special Assessment Fees
- Professional Services - support for financial modeling
- Total 2025 Expenditures: **\$18,170,063**

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- 2025 Revenues: \$18,651,925
- Net Project Fund Proceeds (end of 2025): +\$481,862

Pavement Management Initiative

Year	Miles	Estimated Cost (Street Only) (Inflation Adj.)
2025	3.6	\$ 7,477,000
2026	7.3	10,650,000
2027	6.6	9,606,000
2028	6.2	9,702,000
2029	8.2	12,988,000
Total	31.9	\$ 50,423,000

Assessment Budgeting: A Moving Target

- Assessments Vary by Construction Type
 - Reconstruction, Reclamation, Overlay
 - 35% to 80% of pavement costs
 - Capped by special benefit received (see below)
- Special Assessment Payment Modifications
 - Assessment Payback period based on assessment cost Payback ranges from 5, 10 or 15 years
 - Modified in Updated Assessment Policy (January 2024)
 - Will apply to all 2025 PMI Projects
- Future Adjustment in Special Assessment Rates
 - Current Assessment Rates nearing limits of special benefit
 - Most Reconstruction Projects result in assessment caps
 - Result: Increased PM-Local Fund percentage

Director Connolly said they will present the last 2025 PMI project at the next Council meeting. The project is for Bacardi Avenue. It is currently a gravel road and the project proposes is a full

reconstruction. The assessments are a bit higher than what staff believes special benefits can sustain. Staff will ask Council to consider allowing staff to do a formal independent special benefit analysis. If the analysis comes back with lower assessments it would mean the city would need to pay a higher cost.

Capital Improvement Plan Financing Models – Future Presentation:

- To be discussed at a future work session

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- Will include projects as outlined within the current Public Works CIP draft, and as included in project estimates presented today
- Separate models for each PMP Fund: Local Streets & Partnership Projects
- Will contain updated bonding recommendations based on annual cash balances in Local Street fund

Council did not have any additional questions.

Parks and Recreation Director Lares presented the proposed 2025 budget for Veteran’s Memorial Community Center (VMCC).

Community Center Overview:

- 153,000 sq. ft. plus facility
 - Aquatics Center
 - Fitness Center
 - Ice Arena/Senior Center/Community Rooms
 - National Guard Armory Gym
- Annual Hours of Operations
 - 5366 hours (average 15 hours/day) Fitness, Aquatics, Gym
 - 5980 hours (average 16.5 hours/per day) Arena
- 3,475 – Members in 2023 (Increase of 13%)
- 165,499 – Admissions in 2023 (Increase 7%)
- Over 500,000 attendees annually (Arena, Senior Center, Gym, etc.)
- 14 FTE’s
 - Operations and Maintenance – 5
 - Programming – 5
 - Guest Services – 2.75
 - Administrative – 1.25
- 100-150 Part-time Non-benefited staff
 - Across all divisions

Community Center – New Divisions in 2024:

- (4410) Common-Admin and General Operations
- (4420) Aquatics
- (4430) Fitness
- (4440) Arenas
- (4450) Community Rooms/Rentals/Kids Rock/Seniors

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Director Lares said Jamie Muscha is the new Community Center Manager and will help clean up the budgets.

Community Center Divisions Expenditure Budgets:

- Aquatics - 28%
- Fitness - 19%
- Arenas - 16%
- Community Rooms/Rentals/Kids Rock - 12%
- Common - 25%

Community Center Operating Summary

	2022 Activity	2023 Activity	2024 Budget	2025 Requested
Personnel*	\$ 2,148,402	\$ 2,356,426	\$ 2,575,200	\$ 2,669,000
Supplies	189,826	163,165	199,820	196,752
Services and Charges	1,379,958	1,388,538	1,307,875	1,376,558
Total	\$ 3,718,186	\$ 3,908,129	\$ 4,082,895	\$ 4,242,310

* The above Personnel figures do not reflect additional staff requests

Council Member Gliva asked what was included in service and charges.

Director Lares said service and charges has a lot of different items for contracts, contract cleaning, software and different contracts for preventative maintenance.

Administrator Wilson said VMCC's budget includes the building operating costs. They have an ice rink and pool and the utility expenses are in the service and charges operating costs. The technology allocation is also included.

Director Lares said the aquatics facility does have a high utility cost. One of the first items on their 2023 CIP was to improve the LED lighting in the center to reduce utility costs. They are continuously trying to lower their utility costs because it is a high percentage of their operating costs.

Community Center Operating Summary

	Common Dept 4410	Aquatics Dept 4420	Fitness Dept 4430	Arenas Dept 4440	Community Rooms/Rentals/ Kids Rock Dept 4450	Total
Revenues	\$ 151,600	\$ 895,758	\$	\$ 815,317	\$ 394,760	\$ 3,302,235

			1,044,800			
Expenditures	1,060,975	1,201,290	818,160	674,390	487,495	4,242,310
Difference	(\$909,375)	(\$305,532)	\$ 226,640	\$ 140,927	(\$92,735)	(\$940,074)

General Membership Revenue split:

- 10% Common

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- 15% Aquatics
- 75% Fitness

General Admission Revenue split:

- 10% Common
- 60% Aquatics
- 30% Fitness

Director Lares said this is a work in progress. They are trying to reallocate costs to the appropriate departments based on use of the facilities.

They have a high increase in cost due to growing membership and admissions. They have a large increased interest in fitness personal training.

Mayor Dietrich said the community center is a service to the community so they do not expect revenues to offset all of the expenses. She asked if in future budgets they could include the percentage of cost recovery they would like to be at.

Director Lares said they are trying to fine tune what they would have for a percentage of cost recovery for each division and for the community center as a whole.

Mayor Dietrich said she wants residents to know what the goals are.

Director Lares said it is a service and what they are providing the residents. There is a cost of doing business. They are considering affordability and accessibility as well and look at other community centers of similar size in the area.

Community Center - \$96,385 in Additional Requests:

- New staffing requests
 - Reclass Lead Customer Service Specialists to Membership Specialist, backfill with additional guest service hours (\$35,400)
 - Reclass Lead Worker (\$8,400)
 - Staffing Adjustments (\$52,584)
 - Additional swim lessons/birthday parties
 - Additional Silver Sneakers classes, specialty classes and personal training
 - Additional 3 hours of childcare/week and increase in guest services hours

- Higher wages for part-time operations staff to remain competitive in the current labor market
- Partially offset by increases to revenue
- Reductions to hours for part-time maintenance workers

Revenue Projections

	2022 Activity	2023 Activity	2024 Budget	2025 Proposed
Total operating Revenues	\$ 2,701,883	\$ 2,789,050	\$ 2,895,790	\$ 3,302,235

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Increase from Previous Year	\$ 456,655	\$ 87,167	\$ 106,740	\$ 406,445
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Higher projected revenue in 2025 due to:

- Increase in membership
- Increase in admissions
- Increase in swim lessons and birthday party offerings
- Additional personal training offerings
- Overall increases in program offerings and participation

Community Center - Operating Transfer Needed

	2022 Activity	2023 Activity	2024 Budget	2025 Proposed
Total Operating Expenditures	\$3,718,186	\$3,898,700	\$4,082,995	\$4,242,310
Total Operating Revenues	<u>\$2,701,883</u>	<u>\$3,196,020</u>	<u>\$2,895,790</u>	<u>\$3,302,235</u>
Transfer Needed from Host Community Fund (per audited financials)	\$1,016,303	\$702,680	\$1,187,205	\$940,075
Operating Costs Not Covered by Revenue	27.3%	18.0%	29.0%	22.2%
Actual Transfer from host Community Fund*	\$1,069,557	\$725,621		
Difference	\$53,254	\$22,941		

* Actual transfers are calculated prior to finalizing year-end payroll liabilities so transfers needed per audited financials will differ from actual transfers completed. These small differences either increase or decrease fund balance within the Community Center Fund.

Council Member T’Kach asked if the reconstruction of the Brightside Room would happen in 2025 and lead to higher revenue and a lower transfer from the Community Fund.

Director Lares said in the 2024 CIP \$20,000 was allocated to the design and construction efforts mainly for the Brightside Room. They worked with vendors who gave ideas for design and general costs at no

cost. They did not use the \$20,000 and amended the CIP. If they choose to do the indoor playground that is currently in the 2025 CIP they estimate a net revenue between \$80,000 and \$120,000 which will impact the cost recovery efforts.

Community Center Capital:

- New fund created in 2023 to track Community Center capital expenditures (Fund 206)
- Funded by a transfer from the Host Community Fund
- Scheduled for \$700,000/annually

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- Based on most recent 5-year CIP (2025 - 2029), leaving this transfer at \$700,000 annually (no inflationary factor)
- Consistent funding should allow the city to manage capital repairs and replacements for varying years of high and low capital needs
- Individual projects still require annual City Council approval

Community Center - Proposed 2025 Projects

Area	Project	Amount
Fitness	Equipment Replacements, Center Flooring	\$105,000
Aquatics	Water Park Play Structures	80,000
Arena	Paint Team Rooms and Restrooms, Volleyball Poles/Stands, Card Reader for P & R Admin Office	132,500
Mechanical	Replace ADA Door Openers, HVAC (Daycare), Radiant Heat West Rink	132,500
Grove	Brightside Room Remodel, Benches, Birthday Party Room, Pool Deck, Rear Concrete Stairs	<u>400,700</u>
	Total Projects	\$ 750,200

Community Center Capital Fund (Fund 206)

	2024 Budget*	2025 Proposed	2026 Projected	2027 Projected	2028 Projected	2029 Projected
Beginning Balance	\$299,899	\$630,879	\$600,679	\$756,629	\$1,271,629	-\$565,371
Revenue In						
Transfer from Host Community Fund	700,000	700,000	700,000	700,000	700,000	700,000
Interest and Other Rev	32,610	20,000	20,000	25,000	40,000	0
Expenses Out						
VMCC Capital Projects	(401,630)	(750,200)	(564,050)	(210,000)	(2,577,000)	(472,900)

(from 2025-2029 CIP)					)	
Year-End Balance	\$630,879	\$600,679	\$756,629	\$1,271,629	-\$565,371	-\$338,271

The 2024 CIP Budget was revised and reduced at the May 28, 2024 Council Meeting. The 2028 CIP contains a \$2.5 million project for replacement of the East and West Rink Compressors. There is a potential cost-share agreement with the City of Rosemount. The current agreement with Rosemount ends in 2028 and there is an option to partner with them again. \$2.5 million is a high level estimate.

There were no additional questions from Council.

City Administrator Wilson presented the Host Community Fund budget.

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Host Community Fund - Revenues

- Revenue comes from landfill host community fees
 - Tonnage Fee from Pine Bend
 - Fixed Fees from Pine Bend - \$225,000 per year
 - \$25,000 from Frattalone through 2027

Host Community Fund - 2025 Budget

Revenues	2022 Actual	2023 Actual	2024 Estimate	2025 Budget
Pine Bend - Tonnage Fees	\$ 2,826,661	\$ 2,078,082	\$ 2,500,000	\$ 2,575,000
Pine Bend - Fixed Fees	225,000	225,000	225,000	225,000
Frattalone Payment	25,000	25,000	25,000	25,000
Interest and Other	(195,501)	383,584	110,139	100,000
Total	\$ 2,881,159	\$ 2,721,666	\$ 2,860,139	\$ 2,925,000

Host Community Fund - Uses

- Council has broad discretion on how the fund is used
- 2023 identified "core uses" and "temporary uses"
- 2024 modified core uses to include Storm Water which included a plan to transition current transfer to PMP Fund to Storm Water Capital Fund instead - \$ 100,000 per year
- 2025 seeks to accelerate that transition and affirm new financial priorities
 - Storm Water Capital
 - Sewer Capital

Host Community Fund - 2025 Expenses and Uses

Expenses:

- Staff and consultants for landfill monitoring
- Legal costs associated with enforcing current Host Community Agreement
- Transfer to cover funding gap in Recycling Program

Core Uses:

- Transfer to VMCC Operations
- Transfer to VMCC Capital
- Cover Balance of Recycling Grant
- Transfer to Storm Water

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- Transfer to Sewer Capital (beginning in 2026)

Proposed to be Discontinued

- Transfer to Pavement Management

Mayor Dietrich asked to confirm if the golf course had taken a loan from the Host Community Fund for \$1 million.

Administrator Wilson said the EDA has a loan from the Host Community Fund for purchase of land from the golf course.

Mayor Dietrich asked when the loan was taken.

Administrator Wilson said she will find the date but it was 8 to 12 years prior.

Expenditures	2024	2025	2026
Expenses	\$183,401	\$155,300	\$163,065
Core Uses			
Pavement Management	\$500,000	\$0	\$0
VMCC Operations	\$1,187,205	\$940,075	\$987,079
VMCC Capital	\$700,000	\$700,000	\$700,000
Balance of Recycling Grant	\$5,000	\$5,000	\$5,000
Storm Water (moved to core use)	\$1,100,000	\$1,500,000	\$500,000
Sewer	\$0	\$0	\$1,000,000
"Short-Term" Uses			
TKDA- 65 th St Small Area Plan	\$12,068	\$0	\$0
Total	\$3,687,786	\$3,300,375	\$3,355,144

Council Member T'Kach asked why the Sewer Fund does not pay for itself.

Administrator Wilson said the city took on debt to provide sewer to the NWA expecting development to pay for it with connection fees but the development has not gone as projected. They do not have to

transfer from the Host Community Fund but the debt needs to be paid from somewhere. There are alternatives such as raising the rates on sewer rates or raising the property tax levy. Staff is recommending the transfer from the Host Community Fund.

Council Member T’Kach asked if this would reduce the need to give a fee reduction to developers in the NWA.

Administrator Wilson said if there was a large increase of development and developers were willing to pay the current fees, the need for the transfer of funds from the Host Community Fund would decrease.

Council Member T’Kach asked if the \$1.5 million would reduce the pressure on the city to grant fee abatements.

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Administrator Wilson said Council has granted two fee reductions for developments in the NWA recently. The Host Community Fund is interwoven with the sewer and stormwater funds. Council will see the budgets for sewer and stormwater over the next few work sessions. They are modeling budgets based on a reasonable estimate of development fees and a transfer from the Host Community Fund.

Council Member Scales said if they transfer the money in to help the stormwater budget, they can lower the fees for development and get development to help pay some of the fees and make up some of the difference. If they don’t transfer it the residents will end up paying for it because they will not have any development.

Administrator Wilson said the sewer debt is an obligation of the city so either the residents or the city has to pay it somehow. One of the challenges with the development fee structure is they have little control over the land being developed on a certain year.

Council Member Scales said some revenue is better than no revenue.

Administrator Wilson said with the transfers to stormwater and sewer funds the Host community Fund is still projected to have \$2 million dollars at the end of 2030. The host community agreement expires the end of 2030.

Council Member T’Kach asked if there has been modeling for how the contracts will be structured if Dakota County Solid Waste Management’s plan meets their goal to reduce waste going to landfills.

Administrator Wilson said she had not analyzed it yet.

Council Member T’Kach asked if it would be considered.

Administrator Wilson said staff can look at it but as a society they have not been meeting the goals.

Council Member T’Kach said they do not want to be anticipating more money into the fund and then have it be much lower.

Administrator Wilson said this is not the best year to model because they are in the process of negotiating a new Host Community Agreement. Once that is in place they would have more information to model.

Host Community Fund - 2025 Balance Estimate

	2024 - updated estimate	2025
Estimated Starting Balance	\$4,791,336	\$3,963,801

Revenues	2,860,139	2,925,000
Expenditures	3,687,674	3,300,375
Estimated Ending Balance	\$3,963,801	\$3,588,426

The estimated cash balance as of December 31, 2030 is \$2,122,292.

There were no additional questions from Council.

C. Follow-up Information Requested During July 15 Budget Work Session

City Administrator Wilson and Finance Director Hove presented this item.

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Director Hove said Council had questions regarding the citywide tax levy during the work session on July 15, 2024.

Citywide Tax Levy by Fund

Fund	2022	2023	2024	2025
General Fund	\$ 22,916,070	\$ 24,856,311	\$ 26,971,103	\$ 28,566,191
General Fund - Tax Abatement		33,000	182,880	183,300
Pavement Management	2,550,000	2,900,000	3,045,000	2,934,750
Debt Service	<u>2,519,316</u>	<u>2,545,484</u>	<u>2,542,411</u>	<u>2,547,632</u>
Total Levy	\$ 27,985,386	\$ 30,334,795	\$ 32,741,394	\$34,231,873
% Change from Prior Year	7.1%	8.4%	7.9%	4.6%

The total levy presented is \$34,231,873 for a 4.6% increase over the total levy from 2024.

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

Proposed Citywide 2025 Tax Levy	\$ 34,231,873
Increase (%)	4.55%
Change in Tax Rate	1.65%
2025 Median Value Property *	\$ 349,500
Annual Change in City Taxes (for \$349,500 median property)	\$ 69.75

Director Hove said the tax rate would be 50.961 compared to the 2024 tax rate of 50.132. The rates are subject to change.

Council did not have any additional questions.

Administrator Wilson said Council had requested to review new staff added in the recent years, the need for new staff positions in 2025 and a comparison of Mayor and Council salaries to neighboring cities.

Staff Positions Requested in 2025:

- Police Department - three additional police officers
 - Pending grant which will cover some of the salary
- Fire Department - three additional full time firefighters
 - Pending grant which will cover some of the salary
- Communications - one additional FTE

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These are all of the full time positions requested and will fall in the General Fund. Parks and Recreation Director Lares requested a few reclassifications and changes but they fall outside of the General Fund and do not impact the tax levy.

History of Staff Increases - Fire Department:

- Four new staff in 2019
 - Three fulltime Captains and One Inspector
- Zero new staff in 2020
- Zero new staff in 2021
- Nine new staff in 2022
 - Three Fulltime Lieutenants
 - Six fulltime firefighters - grant funded
- Zero new staff in 2023
- One new staff in 2024
 - Assistant Chief - Operations
- 14 new fulltime staff positions over six years

Administrator Wilson said the fire department has been undergoing a change since 2019. They were primarily a paid on call department with fulltime leadership and have moved to a mix of responders that are paid on call or fulltime staff.

History of Staff Increases - Police Department:

- Minus two staff in 2019
 - One officer
 - One support staff
- One new staff in 2020

- One officer
- One new staff in 2021
 - One officer
- Four new staff in 2022
 - Two officers
 - One Sargent
 - One support staff
- Two new staff in 2023
 - Two officers
- Zero staff in 2024

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- Net gain of six new staff over six years

History of Staff - Communications:

- One new staff in 2019
 - Communications Manager
- 0.5 FTE added in 2023
 - Assigned to Parks and Recreation

Administrator Wilson said if all seven new staff are approved it would be an increase to the General Fund budget of \$894,000. There are also requests for position reclassification, overtime, and seasonal/temporary staff and that would be an additional \$53,000 for a total cost of \$947,000. This would be an additional 2.9% levy increase.

Administrator Wilson said all of the requests are reasonable and valid. They do have to prioritize and staff will provide their recommendation at the next council meeting.

Council did not have any additional questions.

Administrator Wilson presented a review of Mayor and Council Member salaries. The current salary for Mayor is \$11,400. The current salary for a Councilmember is \$8,200. The last increase was effective January 1, 2015. Any changes to Mayor or Councilmember salaries must be adopted prior to the November election and would take effect after the election. There is no requirement as to how far before the election changes can be made. It does need to be done by ordinance and three readings are required to pass an amendment to an ordinance.

The average Mayor's salary in Dakota County is \$10,986. Salaries are typically higher for cities with higher populations. The average Councilmember's salary in Dakota County is \$8,454. Council requested to compare the average salaries for Mayor and Council members in cities in the Municipal Legislative Commission (MLC). Cities in the MLC tend to be the larger suburban communities in the metro area that do not receive local government aid. The average Mayor's salary in the MLC is \$15,366. The average Councilmember salary in the MLC is \$11,090.

Administrator Wilson said if they had done a 3% increase each year since 2015 the Mayor's salary would be \$15,321 and the salary for Councilmember's would be \$11,020. This is very close to the average for cities in the MLC and would be a 34.4% increase.

Additional Options:

- 5% increase:
 - Mayor - \$11,970
 - Council - \$8,200
- 10% increase:
 - Mayor - \$12,540
 - Council - \$9,020
- 15% increase:
 - Mayor - \$13,110

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- Council - \$9,430

Council did not have any additional questions.

D. Dedicated & Specialized Revenues & Possible Uses Within 2025 Budget.

Administrator Wilson presented this item.

Dedicated City Funds:

- Fund 220 - Affordable Housing Fund
- Fund 251 - ARPA Fund
- Fund 252 - Opioid Settlement Fund
- Fund 453 - SE Quadrant TIF District

Administrator Wilson said they received some one-time Public Safety Aid from the state.

Fund 251 - Affordable Housing Fund (New)

- Ongoing state aid to cities to support eligible expenditures related to:
 - Development and preservation of Affordable Housing
 - Helping people experiencing homelessness find housing
- First half of 2024 payment received
 - \$100,221 received in July
 - Equal amount expected in December

Administrator Wilson said these funds are from an increase in sales tax in the metro area. The amounts received in 2025 and beyond should be slightly higher because the funds in 2024 were for ten months instead of twelve. The funds need to be spent on a rolling three-year basis.

The Dakota County Community Development Agency presented an option during the June 2024 work session to transfer the funds to the CDA to manage the funds using programs they already have in place. The funds would only be spent within the Inver Grove Heights community.

Fund 251 – ARPA Fund:

- Federal funds via the “American Rescue Plan Act”
- City received \$3.9 million
- Broad scope of allowable uses
- Must be committed by December 31, 2024 – Spent by December 31, 2026
- \$2.5 million committed to Water Treatment Plant Rehabilitation
- \$1 million earmarked for acquisition of park land in NWA
- Remaining \$400,000 flexible

Staff is still recommending if there is not significant progress on the park land acquisition in the next four to six weeks, to consider spending the funds on the public safety payroll. This would result in an

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equal surplus in the General Fund and Council could spend on park dedication or any other governmental purpose.

Council Member Scales said his preference is to use the \$400,000 to move the two historic buildings to Heritage Village.

Administrator Wilson said the only way to move the buildings would likely be with the city’s money. This would be an eligible way to spend the funds. There are no historic grants that will cover moving buildings and State Bonding dollars cannot be used to move a building.

Council Member Scales said he thinks this is a great opportunity to make Heritage Village the destination park for the area.

Council Member T’Kach asked if the \$1 million could be given to the county to combine funds to develop a park in the NWA and the other \$400,000 could still be used to relocate the historical buildings.

Administrator Wilson said they think they could find the legal means to have the county put the \$1 million to use on behalf of the city but is unsure they could have it committed by the end of the year.

Council Member T’Kach asked if giving the funds to the county would be considered committed.

Administrator Wilson said she was not sure.

Council Member Gliva asked if they were unable to have the funds applied to the park if there was a reason they would not put more towards the water treatment plant rehabilitation.

Administrator Wilson said they have taken a low interest loan from the Public Facilities Authority. The water treatment plant benefits part of the city and they were looking for a way to spend the remaining ARPA funds in a way that would benefit the entire city. If the Council wants staff to look into applying the funds towards the water treatment rehabilitation they can but it needs to be done quickly because the loan is already signed.

Council Member Gliva asked what the payback period is for the loan.

Director Hove said it is a 20-year loan for \$1.2 million at a 2.155% rate. The ARPA funds cannot be applied towards existing debt. They could use the money for General Fund purposes and reallocate those funds towards something else.

Council Member Gliva said they are talking about raising the levy again and if there could be a lower loan or they could pay it back earlier it would help.

Administrator Wilson said she anticipated the Council would ask if the funds could be put towards the sanitary sewer or stormwater needs but they cannot save the funds. They would have to sign a contract to spend it within the next four months and they've already paid their debt for 2024.

Administrator Wilson said they would provide a budget amendment that commits the funds towards the 2024 Public Safety budgets and the General Fund would have a surplus at the end of the year.

Council Member Gliva asked if the surplus in the General Fund could be applied towards the sewer and stormwater debts.

Administrator Wilson said it could be.

Council Member T'Kach asked if the intent for the ARPA funds was for legacy projects in communities to have something that benefits the entire community.

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Administrator Wilson said she has not seen anything from the federal government with those parameters. A number of cities and counties have locally decided they wanted to do a legacy project by choice. It is not required to be spent that way.

Mayor Dietrich asked if Council Member Murphy provided any feedback.

Administrator Wilson said Council Member Murphy was generally supportive of staff's recommendations in the budget as long as nothing prevents them from buying land in the NWA for a park. This is a high priority for him and he would likely be firmly advocating to keep the money for a park.

Council Member Gliva asked if they allocate the funds to the General Fund could it be kept for a park.

Administrator Wilson said yes they would report to the federal government how they spent the funds and all of their obligations would be completed.

Council Member Scales said that it leaves opportunity for the funds to be applied elsewhere and not be available for a park.

Administrator Wilson said it leaves the money uncommitted. A future Council could choose to spend it on something different.

Council Member Scales said he would like to move forward with some of the legacy projects and give residents something they can use. He does not want it pushed back for years.

Council Member T'Kach said she agrees with Council Member Scales and wants to do something tangible with the money for the community.

Council Member Gliva said she has been out door knocking and running for reelection. Residents are concerned with the 2025 budget and are tired of inflation. Costs of everything have gone up and any increase to taxes is a big deal. She is not against a park but is concerned they would not be able to get the acquisition done in the time they have left.

Administrator Wilson presented the Opioid Settlement Fund (Fund 252). These funds are from a number of settlements with large retailers and manufacturers of opioids that have settled claims that they contributed to the overdose epidemic. The current balance of the fund is \$215,656 and there are more funds coming. They are unable to predict exactly how much more they will receive. There are a number of settlements that have different payment options. The rough estimate is that they have received 20 - 25% of the funds they will receive over the years.

Staff has proposed two uses for the funds that it would be able cover the costs for many years. School district 199 is proposing a referendum this year and a priority is to have an additional School Resource Officer (SRO). This would be primarily for the middle schools because substances are being used by kids younger and younger. The school district pays for nine months of the SRO's salary and staff proposes this fund could be used to pay the three months of salary that the city would be responsible for. The funds could also be used for Dakota County Drug Task Force dues if they are reinstated. There are many options for these funds but few are within the realm of what the city does currently.

Mayor Dietrich asked if the fund could be used towards the additional SRO if the referendum does not pass.

Administrator Wilson said they could pay the entire salary for an additional SRO but if the fund would be used much faster. When the money ran out they would either have to find alternate funds to pay to keep the SRO or discontinue the second SRO.

Mayor Dietrich said it was just a question and she would want to discuss with the Chief also.

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Administrator Wilson said they are under the assumption a second SRO would have a similar funding arrangement.

Council Member T'Kach asked if the ARPA funds could be used to subsidize interest rates on county rehabilitation loans.

Administrator Wilson said she would need to verify if transferring the funds to another governmental entity would be considered committed. Budgeting for it in their 2025 Budget is not considered committed. They have a contract for the water treatment rehabilitation is considered committed.

Council Member T'Kach said the county may be able to spend it by December 31, 2024 because they do have a waiting list.

Administrator Wilson said the Affordable Housing funds could be transferred to the CDA and Council could request they provide more low interest rehabilitation loans. They were doing more loans as opposed to buying down the interest rates.

Mayor Dietrich asked if Council was interested in transferring the money to the CDA.

Council Member Gliva said she would prefer the Council make the decision instead of giving the money to another entity.

Council Member Scales said he has different opinions on different funds. The Affordable Housing funds should go to the CDA because they are ready to handle those. The ARPA funds should benefit the entire community for many years and Council should determine what they are used towards.

Council Member Gliva said she agreed.

Council Member T'Kach said they have been unsuccessful trying to purchase a particular piece of property they have looked at in the NWA. The county may be able to get a purchase agreement by the end of the year with the City's funds.

Administrator Wilson said the property owner has been talking with the city in good faith. The county buys parks with different intentions. They tend to purchase large areas of connected park area and lean towards a natural area with passive use. The direction staff has received from Council is they want parks that are more accessible and for active use.

Mayor Dietrich said she would want to keep the ARPA funds for Council to determine what to use them towards. They would want to hear from more from Council Member Murphy.

Administrator Wilson presented Fund 453 – SE Quadrant TIF District:

- Remaining funds from TIF District established in 1991, now closed
- Current balance of \$4,184,365
- Two eligible uses:
 - Spend on affordable rental housing within the City:
 - Projects must have 20% of units affordable to households earning 50% of area median income (AMI) or less OR 40% of units affordable to households earning 60% of AMI or less.
 - Return to Dakota County for redistribution to relevant taxing jurisdictions
 - Estimated that the City of IGH would get about \$2.2 million back, which could be used for any government purpose.

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Council Member Gliva said she does not remember hearing about this fund.

Administrator Wilson said the fund is on the list of funds that is provided by the Finance Department Quarterly. They have been focusing on other fund cleanups. In 2020 the EDA and Council said they would use the money towards affordable rental housing within the city. The policy was adopted but it was not advertised to developers and was never used.

Lupe Development requested a comprehensive plan amendment for a development with affordable workforce housing and affordable senior housing. The fees on the proposed 220-unit development would have been \$1.8 million. They could potentially subsidize 2 – 2.5 affordable housing developments. Council could also discount the fees and make it available for more developments of a similar size. Some money could be sent to the county and some could be saved for development. There is no timeline requirement and no geographic area that it has to be spent.

Council Member Scales said one of the issues they have with purchasing land in the NWA is money. They never have quite enough money and this could let them have enough money to do a park in the NWA.

Council Member T’Kach asked to confirm that Council Member Scales was saying to give the money back to the county and with the funds returned to the city they could purchase land for a park.

Council Member Scales said that was an option. They have been trying to get a park in the NWA for a long time.

Council Member T’Kach confirmed Council Member Scales wanted an active park.

Council Member Scales said he appreciates open land and walking paths but the residents in the area need an active play area with ball fields and playgrounds. That is what they have been asking for.

Council Member T’Kach asked if they had time to think about what to do with the money.

Administrator Wilson said they do not have to make a decision. She wanted to make Council aware the money is there and there is no time limit.

Mayor Dietrich asked if the \$2.2 million could be used for sewer and storm water debt.

Administrator Wilson said they would return the \$4.2 million to the county and their share would be approximately \$2.2 million that they could do what they want with. They could pay off debt, save it, buy park land or whatever else the city does with money. If they did not have the TIF district open for as long as they did, the money would have gone back to the county.

Council Member T’Kach said she could see supporting a couple of affordable housing developments to meet MET Council goals. Subsidizing the fees could be an easy way to encourage the development of affordable housing.

Administrator Wilson presented the One-Time Public Safety Aid. Staff did not create a fund for this because it is a one-time refund from Dakota 9-1-1. They have fairly expensive equipment that is needed for the public safety that do not fall within the Central Equipment fund. There are few parameters to what the money can be spent on. It cannot be used on a building and has to be used for public safety. Staff looked at different ways to divide the money between the fire department and police department. Approximately 90% of 9-1-1 calls are routed to the police department and 10% to the fire department. Staff also reviewed how the public safety budget goes to police (approximately 60%) and how much goes to fire (approximately 30%). They combined the amounts to determine the how much of the One-Time Public Safety Aid each department would receive.

- Deposited in Fund 102 – Public Safety Small Equipment Fund

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- Received \$1,564,124 total
- Preliminary split of
 - \$344,107 to Fire
 - \$1,220,017 to Police
- Fire share allocated to:
 - Closing gap to fund new Fire Engine (\$240,000)
 - 12 encrypted radios
 - New boat motors

Administrator Wilson said radios have been a recent challenge. After 9/11 there was a push for communication between departments to be on the same platform to talk to one another. There was a shift for police to have encrypted radios so the general public could not listen. At the time fire departments were not allowed to listen to the encrypted calls. They bought encrypted radios for the police department and were ready to start using the new radios in September of 2023. A few months prior to the rollout it was determined that the fire department can listen to the encrypted calls after taking a basic privacy training. They had not budgeted for encrypted radios for the fire department. Contributing to the new fire engine, the cost of 12 encrypted radios and two new boat motors has used the balance allocated to the fire department.

Proposing to utilize Police Money as follows:

- Approximately \$81,250 in one-time expenses in 2025:
 - \$5,250 related to new state seal

- \$6,000 uniforms for Honor Guard members
- \$60,000 new vehicle for K9 officer
- \$10,000 drone equipment

The state seal was recently redesigned and is part of the police badge, patches and other emblems the police department uses. They are working on the redesign and plan to exclude the state seal to avoid future issues.

- Phasing-In Wage and Salary Costs for Three New Officers over Five years:
 - 80% from aid / 20% from tax levy in 2025
 - 60% from aid / 40% from tax levy in 2026, etc.
- Still leaves approximately \$250,000

Administrator Wilson said originally there were no reporting requirements for this money. The State is now asking how it is being put to use and additional officers is in line with the intent of the funds. There is no timeline on using the funds but there is political pressure to use them.

Mayor Dietrich asked what year the current K9 vehicle is.

Administrator Wilson said she would get that information.

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Mayor Dietrich said the police department said they were willing to collaborate with the fire department for UAS training. She would like to see some of the money set aside for the fire department training. The training could have happened since she last checked.

Administrator Wilson said they are in the process of training the fire fighters. The goal is to have all of the fulltime firefighters trained on their UAS. They are using an online training platform to meet the requirements for the license. Administrator Wilson said she would check with the Fire Chief and see what their training needs are. Staff anticipates doing ongoing training and hopes they will be able to train together. Training costs has not been a stumbling block.

Mayor Dietrich said she did not know much about the training but the police department was going to have the smaller drone to use for training and the fire department likely is not getting that training with an online platform.

Council Member T'Kach asked if the budget for the wage and salary of the additional officers would include additional vehicles.

Administrator Wilson said they don't typically budget specifically for additional training costs when they hire new officers. A fair amount of the police and fire training is reimbursed from the State.

Administrator Wilson will look into the potential of needing vehicles. They may only need one vehicle. They were allowing for a sergeant overseeing investigators and the investigators share vehicles. She will ask Chief Chiodo to review the vehicle impacts of the new officers.

Administrator Wilson said they have done additional refining to the budgets and will put all of the pieces together and present staffing recommendations for the preliminary tax levy at an upcoming Council meeting or work session. They understand that the majority of Council is wanting a much more modest levy than in recent years and it is not the time for adding significant costs or staff.

5. Adjourn

Motion to adjourn at 9:32 p.m. by Scales, second by Gliva.

Ayes: 4

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sara Lyons.



Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: August 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving disbursements for the period of August 7 – 20, 2024.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of August 7 – 20, 2024. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$544,391.69
Special Revenue	59,161.17
Debt Service	-
Capital Projects	197,261.16
Enterprise	361,189.64
Internal Service	78,251.05
Escrows	22,988.03
Total - All Funds	\$1,263,242.74

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 8.26.2024
2. Disbursements Listing (8.7.2024 - 8.20.2024)

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

RESOLUTION NO. 2024-168

**RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF August 7, 2024 -
August 20, 2024.**

WHEREAS, a detailed listing of disbursements for the period of August 7, 2024 - August 20, 2024 was presented to council for approval.

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

Fund Type	Amount
General Fund	\$544,391.69
Special Revenue	59,161.17
Debt Service	-
Capital Projects	197,261.16
Enterprise	361,189.64
Internal Service	78,251.05
Escrows	22,988.03
Total - All Funds	\$1,263,242.74

Approved by the City of Inver Grove Heights, Minnesota this 26th day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Payment Dates 8/7/2024 - 8/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
OCCUPATIONAL HEALTH CEN...	104012559	08/15/2024	Police Officer Pre-employment..	101.2000.000.5312	557.00
UNIFIRST CORPORATION	1410073920	08/15/2024	Streets Uniforms	101.3200.000.5175	52.21
UNIFIRST CORPORATION	1410073920	08/15/2024	Parks Uniforms	101.4200.000.5175	22.00
STERICYCLE INC	8007771169	08/15/2024	Onsite Shredding Pickup Servi...	101.2000.000.5310	194.51
UNIFIRST CORPORATION	1410075443	08/15/2024	Streets Uniforms	101.3200.000.5175	52.21
UNIFIRST CORPORATION	1410075443	08/15/2024	Parks Uniforms	101.4200.000.5175	22.00
UNITED LABORATORIES	INV412949	08/15/2024	graffiti remover	101.4200.000.5125	298.24
ASPEN MILLS	CM5168	07/25/2024	Credit for class A uniform alte...	101.2200.000.5175	-198.25
RATTRAY, ROSS	2024-92	08/15/2024	Election Booth Replacement	101.1200.000.5160	4,834.00
OCCUPATIONAL HEALTH CEN...	104027173	08/15/2024	Firefighter Pre-employment p...	101.2200.000.5312	2,095.00
TRUGREEN	197630450	08/15/2024	Herbicides	101.4200.000.5135	3,573.59
PINE BEND PAVING, INC.	241565	08/15/2024	Asphalt for patching	101.3200.000.5125	1,656.24
SOLBERG AGGREGATE CO	29377	08/15/2024	Class 5 Gravel	101.3200.000.5125	2,362.89
VERIFIED HOLDINGS, LLC	355278	08/15/2024	Pre-employment background ...	101.1120.000.5310	1,229.00
ASPEN MILLS	336225	08/01/2024	Mag holder for officer Haugla...	101.2000.000.5175	46.95
UNIFIRST CORPORATION	1410078492	08/15/2024	Streets Uniforms	101.3200.000.5175	52.21
UNIFIRST CORPORATION	1410078492	08/15/2024	Parks Uniforms	101.4200.000.5175	22.00
ST CROIX RECREATION CO	22006	08/15/2024	playground equipment parts	101.4200.000.5400	275.60
OCCUPATIONAL HEALTH CEN...	104031610	08/15/2024	Firefighter Preemployment Ph...	101.2200.000.5312	3,858.00
ST. PAUL PIONEER PRESS	0724572521	08/08/2024	NoPH: Mlssissippi Pub Premis...	101.1140.000.5330	16.64
ST. PAUL PIONEER PRESS	0724572521	08/08/2024	NoPH: Public Accuracy Test	101.1200.000.5330	18.72
ST. PAUL PIONEER PRESS	0724572521	08/08/2024	NoPH: PMI2025-09G - Bacardi...	101.3100.000.5330	180.96
HOLIDAY COMPANIES	080901082400	08/08/2024	Squad car washes	101.2000.000.5410	295.00
EXPERT TREE SERVICE AND SC...	11657	08/08/2024	removed diseased trees from ...	101.4200.000.5425	3,500.00
ANCOM COMMUNICATIONS, ...	123018	08/08/2024	work done on devices in Ch 1 ...	101.2200.000.5405	425.00
CULLIGAN	157984591006X073124	08/08/2024	bottled water and solar salt St...	101.2200.000.5190	145.28
CULLIGAN	157984591188X073124	08/08/2024	bottled water and solar salt St...	101.2200.000.5190	110.50
CULLIGAN	157985524824X073124	08/08/2024	Rich Valley bottled water	101.4200.000.5190	47.25
CULLIGAN	157985524824X073124	08/08/2024	Rich Valley water equip. servi...	101.4200.000.5430	11.30
CULLIGAN	157986034674X073124	08/08/2024	bottled water Station 2	101.2200.000.5190	257.39
FIRST IMPRESSION GROUP	159133	08/08/2024	Business Cards - Jason Ziemer	101.5000.000.5105	65.00
FIRST IMPRESSION GROUP	159192	08/08/2024	Event outdoor banner with po...	101.1300.000.5190	340.00
FIRST IMPRESSION GROUP	159506	08/08/2024	Business Cards - James Makres	101.2000.000.5105	55.00
FIRST IMPRESSION GROUP	159557	08/08/2024	Comm App posters - plotter d...	101.1300.000.5333	108.00
ELSA LITECRY	20240717-I	08/08/2024	contracted fee for Ultimate Su...	101.4300.452.5310	840.00
HASTINGS FIRE & SAFETY	2735	08/08/2024	recharge fire extinguisher	101.2200.000.5405	94.75
VALLEY IMAGES PHOTOGRAP...	32463091	08/08/2024	New Officer Photos - James M...	101.2000.000.5333	50.00
ASPEN MILLS	336626	08/08/2024	Initial Uniform Purchase for Of...	101.2000.000.5175	1,954.54
ASPEN MILLS	336694	08/08/2024	uniform cap and bugles for Ch...	101.2200.000.5175	118.85
GOPHER LAWN AND SNOW S...	3595	08/08/2024	Lawn care services for the ce...	101.4200.000.5310	675.00
GOPHER LAWN AND SNOW S...	3596	08/08/2024	ditch mowing services	101.4200.000.5310	260.00
NORTHERN SAFETY TECHNOL...	58064	08/08/2024	Squad car repairs	101.2000.000.5410	120.60
CENTURY LINK	7/19/2024	08/08/2024	phone bill for station 1	101.2200.000.5320	51.16
PELLA NORTHLAND	7/24/2024	08/08/2024	Refund permit #PRBD202400...	101.5200.000.4184	114.00
JESSE NORELL	7/30/2024	08/08/2024	Music in the Park Performance...	101.4300.453.5310	425.00
MSFDA	8/1/2024	08/08/2024	Ch 1 registration for training	101.2200.000.5340	137.50
INVER GROVE HEIGHTS YOUTH...	8/5/2024	08/08/2024	Spring/Summer Youth Lacross...	101.4300.454.5310	1,820.00
XCEL ENERGY	883082906	08/08/2024	Heritage Village Park electric b...	101.4200.000.5355	83.24
INNOVATIVE OFFICE SOLUTIO...	CIN123846	08/08/2024	New office chairs	101.1800.000.5105	4,061.18
DCA TITLE	DC241840	08/08/2024	64th Street Stormwater Outfal...	101.3100.000.5310	600.00
INNOVATIVE OFFICE SOLUTIO...	IN4594204	08/08/2024	Labels for appreciation dinner	101.1300.000.5105	18.08
INNOVATIVE OFFICE SOLUTIO...	IN4599178	08/08/2024	Election Supplies - check files	101.1200.000.5105	159.11
INNOVATIVE OFFICE SOLUTIO...	IN4599680	08/08/2024	Election Supplies	101.1200.000.5105	272.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 4...	INV0197999	08/09/2024	457 -AGE <49	101.0000.000.2038	5,110.38
ICMA RETIREMENT TRUST - 4...	INV0198000	08/09/2024	457 -AGE <49 %	101.0000.000.2038	9,587.33
ICMA RETIREMENT TRUST - 4...	INV0198001	08/09/2024	457 -AGE 50+	101.0000.000.2038	1,400.29
ICMA RETIREMENT TRUST - 4...	INV0198002	08/09/2024	457 PLAN -AGE 50+ %	101.0000.000.2038	1,051.08
ICMA RETIREMENT TRUST - 4...	INV0198003	08/09/2024	457 - ROTH AGE <50	101.0000.000.2038	550.00
ICMA RETIREMENT TRUST - 4...	INV0198004	08/09/2024	457 - ROTH AGE <50 %	101.0000.000.2038	937.54
ICMA RETIREMENT TRUST - 4...	INV0198005	08/09/2024	457 - ROTH AGE 50+	101.0000.000.2038	20.00
AFSCME COUNCIL 5	INV0198006	08/09/2024	UNION DUES (AFSCME FULL S...	101.0000.000.2041	855.21
AFSCME COUNCIL 5	INV0198007	08/09/2024	UNION DUES (AFSCME FULL S...	101.0000.000.2041	44.24
MINNESOTA DEPARTMENT OF...	INV0198008	08/09/2024	CASE #001570640001	101.0000.000.2220	342.87
TEXAS STATE DISBURSEMENT...	INV0198009	08/09/2024	CASE #0012022247	101.0000.000.2220	230.77
MINNESOTA DEPARTMENT OF...	INV0198010	08/09/2024	CASE #001490481201	101.0000.000.2220	357.72
MINNESOTA DEPARTMENT OF...	INV0198011	08/09/2024	CASE #000115468905	101.0000.000.2220	69.22
MINNESOTA DEPARTMENT OF...	INV0198012	08/09/2024	CASE #001563363401	101.0000.000.2220	426.85
WI SCTF (WI SUPPORT COLLEC...	INV0198013	08/09/2024	PARTICIPANT ID#0004986316	101.0000.000.2220	433.06
LELS	INV0198014	08/09/2024	UNION DUES (LELS LIEUTENA...	101.0000.000.2041	282.00
MEDSURETY ACH ONLY	INV0198015	08/09/2024	HSA ELECTION-FAMILY	101.0000.000.2031	4,641.80
MEDSURETY ACH ONLY	INV0198016	08/09/2024	HSA ELECTION-SINGLE	101.0000.000.2031	7,131.36
IGH PROFESSIONAL FIREFIGHT...	INV0198017	08/09/2024	UNION DUES (IAFF)	101.0000.000.2041	504.01
INTERNATIONAL UNION OF O...	INV0198018	08/09/2024	UNION DUES IUOE-49 REGUL...	101.0000.000.2041	245.00
INTERNATIONAL UNION OF O...	INV0198019	08/09/2024	UNION DUES IUOE-49 WORKI...	101.0000.000.2041	121.31
IUOE	INV0198020	08/09/2024	UNION DUES IUOE-70	101.0000.000.2041	1,912.00
LELS LOCAL #84	INV0198021	08/09/2024	UNION DUES (LELS)	101.0000.000.2041	2,397.00
MN STATE RETIREMENT SYST...	INV0198022	08/09/2024	MINNESOTA DEFERRED COM...	101.0000.000.2038	1,235.00
MN STATE RETIREMENT SYST...	INV0198023	08/09/2024	MINNESOTA DEFERRED COM...	101.0000.000.2038	848.36
MN STATE RETIREMENT SYST...	INV0198024	08/09/2024	457 ROTH IRA (AGE 49 & UND...	101.0000.000.2038	1,420.00
PERA	INV0198025	08/09/2024	PERA COORDINATED PLAN	101.0000.000.2225	55,186.58
PERA	INV0198026	08/09/2024	EMPLOYER SHARE (EXTRA PE...	101.0000.000.2225	4,245.12
PERA	INV0198027	08/09/2024	PERA DEFINED PLAN	101.0000.000.2225	15.77
PERA	INV0198028	08/09/2024	EMPLOYER SHARE (PERA DEFI...	101.0000.000.2225	15.77
PERA	INV0198029	08/09/2024	PERA POLICE & FIRE PLAN	101.0000.000.2225	34,035.25
PERA	INV0198030	08/09/2024	EMPLOYER SHARE (POLICE & F...	101.0000.000.2225	51,052.78
ICMA RETIREMENT TRUST - 4...	INV0198031	08/09/2024	ROTH IRA (AGE 49 & UNDER)	101.0000.000.2039	3,177.57
ICMA RETIREMENT TRUST - 4...	INV0198032	08/09/2024	ROTH-AGE <49 %	101.0000.000.2039	100.93
ICMA RETIREMENT TRUST - 4...	INV0198033	08/09/2024	ROTH IRA (AGE 50 & OVER)	101.0000.000.2039	638.46
LELS	INV0198034	08/09/2024	UNION DUES (LELS SGT)	101.0000.000.2041	493.50
EFTPS	INV0198035	08/09/2024	FEDERAL WITHHOLDING	101.0000.000.2213	79,861.98
MN DEPT OF REVENUE (PAYR...	INV0198036	08/09/2024	STATE WITHHOLDING	101.0000.000.2215	35,416.15
EFTPS	INV0198037	08/09/2024	MEDICARE WITHHOLDING	101.0000.000.2211	23,772.88
EFTPS	INV0198038	08/09/2024	SOCIAL SECURITY WITHHOLDI...	101.0000.000.2210	65,459.10
MINNEAPOLIS OXYGEN CO.	00129725	08/15/2024	O2 cylinder rental	101.2200.000.5430	218.68
EARL F ANDERSEN INC	0136908-IN	08/15/2024	Sign Parts	101.3200.000.5125	280.50
EARL F ANDERSEN INC	0136910-IN	08/15/2024	Sign Parts	101.3200.000.5125	176.00
FORKLIFTS OF MINNESOTA, I...	01S0700660	08/15/2024	work done on forklift at St 2	101.2200.000.5405	443.76
OCCUPATIONAL HEALTH CEN...	104000720	08/15/2024	Pre-employment physical	101.1120.000.5310	169.00
OCCUPATIONAL HEALTH CEN...	104004722	08/15/2024	Preemployment Physical	101.1120.000.5310	169.00
EXPERT TREE SERVICE AND SC...	11668	08/15/2024	Remove 2 Ash Trees at 4511 ...	101.4200.000.5425	2,900.00
EXPERT TREE SERVICE AND SC...	11712	08/15/2024	Removed dead trees from Ern...	101.4200.000.5425	750.00
EXPERT TREE SERVICE AND SC...	11713	08/15/2024	Removed dead/dying trees at ...	101.4200.000.5425	3,600.00
FIRST IMPRESSION GROUP	159695P	08/15/2024	Postage for the fall 2024 parks...	101.4300.459.5325	1,457.28
MARTIN-MCALLISTER	16293	08/15/2024	Firefighters Pre-employment ...	101.2200.000.5312	6,250.00
MADISON NATIONAL LIFE INS...	1637405	08/15/2024	8.2024 Premium	101.0000.000.2026	4,379.82
EYEMED	166404753	08/15/2024	8.2024 Premium	101.0000.000.2018	250.71
KIRI ANN FAUL	2063	08/15/2024	Pre Employment Testing - Jam...	101.2000.000.5310	665.00
COLLINS ELECTRICAL CONST.	244326.01	08/15/2024	Traffic Signal Repair	101.3200.000.5415	534.35
COLLINS ELECTRICAL CONST.	244378.01	08/15/2024	Traffic Signal Repair	101.3200.000.5415	471.18
M & J SERVICES, LLC	2959	08/15/2024	Repaired Sink Hole in street.	101.3200.000.5415	640.00
M & J SERVICES, LLC	2960	08/15/2024	Repair manhole/sidewalk	101.3200.000.5415	2,865.00
MN GLOVE & SAFETY, INC.	347187	08/15/2024	Gloves, safety vests, caps	101.3100.000.5175	87.05
GOPHER LAWN AND SNOW S...	3612	08/15/2024	Lawn Care Services @ 7393 Cl...	101.5000.000.5310	170.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GOPHER LAWN AND SNOW S...	3613	08/15/2024	Lawn Care Services @ 6386 Al...	101.5000.000.5310	85.00
GOPHER LAWN AND SNOW S...	3614	08/15/2024	Lawn Care Services @ 8036 D...	101.5000.000.5310	85.00
BUREAU OF CRIMINAL APPRE...	36502	08/15/2024	DMT Certification Harrington	101.2000.000.5340	375.00
MN NCPERS LIFE INSURANCE	542000092024	08/15/2024	9.2024 Premium	101.0000.000.2024	224.00
DAKOTA CTY FINANCIAL SVCS	5502271	08/15/2024	Dakota County subscriber fee ...	101.2000.000.5310	1,959.72
DAKOTA CTY FINANCIAL SVCS	5502271	08/15/2024	Dakota County subscriber fee ...	101.2200.000.5310	1,773.08
DAKOTA CTY FINANCIAL SVCS	5502271	08/15/2024	Dakota County subscriber fee ...	101.3200.000.5310	46.66
DAKOTA CTY FINANCIAL SVCS	5502344	08/15/2024	Dakota County subscriber fee ...	101.2000.000.5310	1,959.72
DAKOTA CTY FINANCIAL SVCS	5502344	08/15/2024	Dakota County subscriber fee ...	101.2200.000.5310	1,773.08
DAKOTA CTY FINANCIAL SVCS	5502344	08/15/2024	Dakota County subscriber fee ...	101.3200.000.5310	46.66
BRYAN ROCK PRODUCTS	65614	08/15/2024	ballfield diamond dirt	101.4200.000.5125	2,159.83
BRYAN ROCK PRODUCTS	65615	08/15/2024	ballfield diamond dirt	101.4200.000.5125	2,128.14
KENISON, TERRI	7/31/2024	08/15/2024	Monthly fire stations cleaning...	101.2200.000.5310	1,600.00
MN STATE FIRE CHIEFS ASSOC...	7738	08/15/2024	rent for kitchen fire safety de...	101.2200.000.5430	75.00
METROPOLITAN COUNCIL	8/2/2024	08/15/2024	Monthly SAC fee 7.2024	101.0000.000.4300	-17,593.80
LANGER, CORY	8/2/2024	08/15/2024	Musician for So Valley Grand ...	101.4300.459.5310	130.00
J.J. KELLER & ASSOCIATES, INC.	9109277655	08/15/2024	Employment Posters -annual ...	101.1120.000.5335	467.27
ENVIROTECH SERVICES INC	CD202417202	08/15/2024	Dust Control	101.3200.000.5415	3,210.64
ESS BROTHERS & SONS INC	EE5380	08/15/2024	Concrete Mix for structure re...	101.3200.000.5400	2,400.00
DAKOTA 911	IG2024-09	08/15/2024	Dakota 911 fee general fund 9...	101.2000.000.5313	66,849.30
DAKOTA 911	IG2024-09	08/15/2024	Dakota 911 fee general fund 9...	101.2200.000.5313	7,427.70
BRITTANY MISKOWIEC	IGHPD-08052024	08/15/2024	Dept Covered therapy Sessions	101.2000.000.5312	400.00
BRITTANY MISKOWIEC	IGHPD-08052024	08/15/2024	Peer Support Training	101.2000.000.5312	150.00
GEOTAB USA, INC.	IN393482	08/15/2024	ProPlus Software	101.2000.000.5395	283.43
INNOVATIVE OFFICE SOLUTIO...	IN4587797	08/15/2024	Stand up frames for Park and ...	101.4300.459.5105	27.06
INNOVATIVE OFFICE SOLUTIO...	IN4606659	08/15/2024	Cleaning supplies for South Val..	101.4200.000.5125	331.82
INNOVATIVE OFFICE SOLUTIO...	IN4606677	08/15/2024	Cleaning supplies for South Val..	101.4200.000.5125	59.88
CITY OF SAINT PAUL	IN59121	08/15/2024	Asphalt for pavement repairs	101.3200.000.5125	3,229.16
MACQUEEN EMERGENCY GR...	P11346	08/15/2024	24' extension ladder for NDTA	101.2200.424.5179	1,075.00
CENTURY LINK	P-563700MB	08/15/2024	Repair of Damaged Century Li...	101.3200.000.5310	1,002.09
BERTELSON BROTHERS	WO-1307649-1	08/15/2024	Tape and plastic can liners	101.2000.000.5190	110.47
Fund 101 - GENERAL FUND Total:					544,391.69

Fund: 201 - C.V.B. FUND

RIVER HEIGHTS CHAMBER OF ...	103513	08/08/2024	Monthly Rent 8.2024	201.5600.000.5430	600.00
RIVER HEIGHTS CHAMBER OF ...	103514	08/08/2024	July Health Insurance Reimbur...	201.5600.000.5310	250.00
RIVER HEIGHTS CHAMBER OF ...	103514	08/08/2024	July Service Contract/Admin E...	201.5600.000.5310	300.00
RIVER HEIGHTS CHAMBER OF ...	103514	08/08/2024	July 2024 Contract/Personnel ...	201.5600.000.5310	6,024.00
RIVER HEIGHTS CHAMBER OF ...	103514	08/08/2024	CVB Cell July Phone Reimburs...	201.5600.000.5320	75.00
JOSEPH GARFIELD	307845CO-0001	08/15/2024	2 Videos & Photo Album	201.5600.000.5330	1,225.00
LILLYANNA ELAINE SMITH	7/31/2024	08/15/2024	Business Cards	201.5600.000.5105	30.00
LILLYANNA ELAINE SMITH	7/31/2024	08/15/2024	New Desk Chair	201.5600.000.5105	108.36
LILLYANNA ELAINE SMITH	7/31/2024	08/15/2024	Summer Photo/Video Shoot T...	201.5600.000.5190	14.24
LILLYANNA ELAINE SMITH	7/31/2024	08/15/2024	Summer Photo/Video Shoot I...	201.5600.000.5190	50.81
LILLYANNA ELAINE SMITH	7/31/2024	08/15/2024	Summer Photo/Video Shoot P...	201.5600.000.5190	21.81
Fund 201 - C.V.B. FUND Total:					8,699.22

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

R & R SPECIALTIES OF WI, INC.	0082621-IN	08/15/2024	Zamboni blade sharpening	205.4440.000.5405	40.00
TWIN SOURCE SUPPLY	00511995	08/08/2024	Hand soap refills & chewing g...	205.4420.000.5125	57.22
TWIN SOURCE SUPPLY	00511995	08/08/2024	Hand soap refills & chewing g...	205.4430.000.5125	38.15
TWIN SOURCE SUPPLY	00511995	08/08/2024	Hand soap refills & chewing g...	205.4440.000.5125	71.52
TWIN SOURCE SUPPLY	00511995	08/08/2024	Hand soap refills & chewing g...	205.4450.481.5125	23.85
DANIEL BAUER - TRUE MECH...	1550	08/08/2024	7.2024 boiler checks	205.4420.000.5400	405.00
CULLIGAN	157011438908X073124	08/08/2024	Water softener salt	205.4420.000.5125	351.24
CULLIGAN	157011438908X073124	08/08/2024	Water softener salt	205.4440.000.5125	87.81
FIRST IMPRESSION GROUP	159002	08/08/2024	Business cards - Aaron Fitzloff	205.4410.470.5105	30.00
HUEBSCH SERVICES	20336971	08/08/2024	lobby mats	205.4420.000.5430	327.58
HUEBSCH SERVICES	20336971	08/08/2024	lobby mats	205.4440.000.5430	81.90
AMERICAN RED CROSS	22708032	08/08/2024	In house lifeguard class	205.4420.000.5310	294.00
TAHO SPORTSWEAR	24TS3481	08/08/2024	Embroidery for trainer jackets	205.4430.000.5175	51.00
PERFECTION PLUS, INC	315547	08/08/2024	8.2024 cleaning svcs	205.4420.000.5310	6,912.70

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFFEKTIVE SOFTWARE LLC	3714	08/08/2024	Aquatics scheduling software	205.4420.000.5395	668.52
TOTAL CONSTRUCTION & EQU...	40136	08/08/2024	replace spa timer controls	205.4420.000.5400	144.25
AEP ONSITE PARTNERS, LLC	419-21510179	08/08/2024	7.2024 solar panel charges	205.4420.000.5355	6,208.01
AEP ONSITE PARTNERS, LLC	419-21510179	08/08/2024	7.2024 solar panel charges	205.4440.000.5355	6,314.45
MEDICINE LAKE TOURS	5/20/2024	08/08/2024	June TIS Field trip pmt.	205.4450.480.5343	1,320.00
HAWKINS, INC.	6826291	08/08/2024	Pool chemicals	205.4420.000.5135	5,825.28
SHERWIN-WILLIAMS CO.	7805-4	08/08/2024	sample paint for pool areas	205.4420.000.5150	38.77
CHEMSEARCH	8697481	08/08/2024	Cooling tower water condition...	205.4440.000.5400	643.00
CHEMSEARCH	8735022	08/08/2024	Cooling tower water condition...	205.4440.000.5400	643.00
CHEMSEARCH	8774205	08/08/2024	Cooling tower water condition...	205.4440.000.5400	643.00
GRAINGER	9191258616	08/08/2024	Wall mounted fans for fitness ...	205.4430.000.5160	291.33
GRAINGER	9193264513	08/08/2024	Corner guards for hallway walls	205.4420.000.5150	131.92
ACTIVE NETWORK, LLC	CB202407_00547	08/08/2024	credit card chargeback for m...	205.0000.000.2205	6.76
ACTIVE NETWORK, LLC	CB202407_00547	08/08/2024	credit card chargeback for m...	205.4410.000.4370	83.24
HORIZON COMMERCIAL POOL...	INV79951	08/08/2024	Pool chemicals	205.4420.000.5135	1,244.36
TOTAL MECHANICAL SERVICES...	PM5389	08/08/2024	8.2024 - 10.31.2024 VMCC pr...	205.4420.000.5400	945.31
TOTAL MECHANICAL SERVICES...	PM5389	08/08/2024	8.2024 - 10.31.2024 VMCC pr...	205.4440.000.5400	945.32
TWIN SOURCE SUPPLY	00512225	08/15/2024	Janitorial supplies	205.4420.000.5125	719.48
TWIN SOURCE SUPPLY	00512225	08/15/2024	Janitorial supplies	205.4430.000.5125	479.66
TWIN SOURCE SUPPLY	00512225	08/15/2024	Janitorial supplies	205.4440.000.5125	899.35
TWIN SOURCE SUPPLY	00512225	08/15/2024	Janitorial supplies	205.4450.481.5125	299.79
MEI TOTAL ELEVATOR SOLUTI...	1087222	08/15/2024	Cellular device and installation	205.4420.000.5310	600.00
APEC	125788	08/15/2024	HVAC filters	205.4420.000.5125	104.22
APEC	125788	08/15/2024	HVAC filters	205.4430.000.5125	69.49
APEC	125788	08/15/2024	HVAC filters	205.4440.000.5125	130.28
APEC	125788	08/15/2024	HVAC filters	205.4450.481.5125	43.43
FIRST IMPRESSION GROUP	159695P	08/15/2024	Postage for the fall 2024 parks...	205.4410.472.5325	2,185.91
CHIRHART, KRIS	8/1/2024	08/15/2024	Room Rental Deposit Refund	205.4450.481.4380	500.00
MEDICINE LAKE TOURS	8/6/2024	08/15/2024	TIS River Cruise Payment	205.4450.480.5343	1,335.00
GRAINGER	9199892820	08/15/2024	protective leg tips for chairs	205.4420.000.5190	20.10
GRAINGER	9200204312	08/15/2024	protective leg tips for chairs	205.4420.000.5190	30.15
GRAINGER	9207318057	08/15/2024	Grove lobby wall base molding	205.4420.000.5150	40.68
INNOVATIVE OFFICE SOLUTIO...	IN4587797	08/15/2024	Office Supplies	205.4410.470.5105	187.52
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					42,513.55
Fund: 270 - HOST COMMUNITY FUND					
JR'S APPLIANCE DISPOSAL	112850	08/15/2024	Disposal of electronics and ap...	270.5900.000.5389	148.40
Fund 270 - HOST COMMUNITY FUND Total:					148.40
Fund: 290 - EDA-OPERATING FUND					
KRUEGER REAL ESTATE ADVIS...	7/31/2024	08/15/2024	Monthly Contracted Fees 7.20...	290.5800.000.5310	7,800.00
Fund 290 - EDA-OPERATING FUND Total:					7,800.00
Fund: 401 - PARK CAPITAL REPLACEMENT					
WEBER, INC.	8/1/2024	08/15/2024	Pay Voucher #14, Project 2021..	401.4210.000.5610	80,094.58
Fund 401 - PARK CAPITAL REPLACEMENT Total:					80,094.58
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
CITY OF SOUTH ST PAUL	14605	08/15/2024	Seidls Lake Design & Construct..	402.4210.000.5310	73,727.91
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					73,727.91
Fund: 437 - PW FACILITY REMODEL/EXPANSION					
WOLD ARCHITECTS INCORPO...	95002	08/08/2024	CMF Site Plan Analysis - Invoic...	437.0000.000.5310	19,584.67
Fund 437 - PW FACILITY REMODEL/EXPANSION Total:					19,584.67
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
WSB & ASSOCIATES, INC.	R-024458-000-5	08/15/2024	Feasibility Study	440.3210.000.5310	2,521.25
WSB & ASSOCIATES, INC.	R-024941-000-3	08/15/2024	Construction Staking	440.3210.000.5310	6,563.00
WSB & ASSOCIATES, INC.	R-024942-000-2	08/15/2024	Materials Testing	440.3210.000.5310	2,452.25
WSB & ASSOCIATES, INC.	R-025329-000-3	08/15/2024	Construction Staking	440.3210.000.5310	2,046.00
WSB & ASSOCIATES, INC.	R-025330-000-1	08/15/2024	Materials Testing	440.3210.000.5310	4,640.75
WSB & ASSOCIATES, INC.	R-025332-000-2	08/15/2024	Materials Testing	440.3210.000.5310	2,215.25
WSB & ASSOCIATES, INC.	R-025333-000-3	08/15/2024	Construction Surveying	440.3210.000.5310	170.00
WSB & ASSOCIATES, INC.	R-026038-000-1	08/15/2024	Construction Materials Testing	440.3210.000.5310	1,249.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOLTON & MENK, INC.	0341221	08/15/2024	Construction Services	440.3210.000.5310	279.00
EHLERS AND ASSOCIATES, INC.	98571	08/15/2024	PMP Financial Model Updates...	440.3210.000.5310	1,140.00
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					23,276.50
Fund: 453 - SE QUADRANT TIF DIST 4-1					
EHLERS AND ASSOCIATES, INC.	98640	08/15/2024	2023 TIF Reporting	453.0000.000.5310	577.50
Fund 453 - SE QUADRANT TIF DIST 4-1 Total:					577.50
Fund: 510 - WATER-OPERATING FUND					
XCEL ENERGY	879252494	08/15/2024	Dawn Way PRV - Service Establ...	510.7100.000.5355	10.00
XCEL ENERGY	883432168	08/15/2024	Dawn Way PRV - First Bill	510.7100.000.5355	132.36
VESSCO INC	094931	08/15/2024	Chlorine injector for water pla...	510.7100.000.5150	1,089.30
SHADES OF GREEN OUTDOOR ...	2231	08/08/2024	Fertilizer for well houses and ...	510.7100.000.5310	1,900.00
CITY OF BLOOMINGTON	23794	08/08/2024	Monthly Bacteria samples	510.7100.000.5310	560.00
PAUL LNK - SOUTH VALLEY PA...	7/23/2024	08/08/2024	Paul-LNK #2410-Less: Sales Tax	510.0000.000.2205	-5.34
PAUL LNK - SOUTH VALLEY PA...	7/23/2024	08/08/2024	Paul-LNK #2410-Original Depo...	510.0000.000.2350	1,500.00
PAUL LNK - SOUTH VALLEY PA...	7/23/2024	08/08/2024	Paul-LNK #2410-Less: Minim...	510.7100.000.4720	-75.00
CORE & MAIN LP	V360559	08/08/2024	Support for water meters	510.7100.000.5158	3,500.00
AUTOMATIC SYSTEMS CO.	042011	08/15/2024	VFD alarm trouble	510.7100.000.5405	2,297.48
MTI DISTRIBUTING CO	1441698-00	08/15/2024	Sprinkler Parts	510.7100.000.5150	158.70
GERTENS	226592/12	08/15/2024	Grass seed for water main bre...	510.7100.000.5415	16.95
GOPHER STATE ONE-CALL	4070489	08/15/2024	Locate tickets	510.7100.000.5310	730.35
MIDWEST TESTING	6197	08/15/2024	Wellhouse water meter testing	510.7100.000.5158	225.00
HAWKINS, INC.	6828108	08/15/2024	Chemicals for the water plant	510.7100.000.5135	4,987.14
LONE OAK COMPANIES	95071	08/15/2024	Process Cycle 4 separately-no...	510.7100.000.5310	95.00
LONE OAK COMPANIES	95071	08/15/2024	Water insert 7.2024	510.7100.000.5310	69.03
LONE OAK COMPANIES	95071	08/15/2024	UT Billing 7.2024 (50%)	510.7100.000.5310	598.47
INNOVATIVE OFFICE Solutio...	IN4608738	08/15/2024	Door Hangers	510.7100.000.5105	496.96
FASTENAL COMPANY	MNTC6247451	08/15/2024	marking paint for locates	510.7100.000.5125	801.79
CORE & MAIN LP	U201474	08/15/2024	Meters	510.7100.000.5158	5,982.58
Fund 510 - WATER-OPERATING FUND Total:					25,070.77
Fund: 511 - WATER-CAPITAL FUND					
STANTEC CONSULTING SERVI...	2265680	08/08/2024	Water plant rehabilitation const...	511.7110.000.5310	2,394.85
Fund 511 - WATER-CAPITAL FUND Total:					2,394.85
Fund: 520 - SEWER-OPERATING FUND					
METROPOLITAN COUNCIL	0001175741	08/08/2024	Monthly sewer charges	520.7200.000.5373	194,938.29
AUTOMATIC SYSTEMS CO.	042012	08/15/2024	Forest Haven lift station false ...	520.7200.000.5405	525.22
AUTOMATIC SYSTEMS CO.	042013	08/15/2024	Repair communication probl...	520.7200.000.5405	821.25
AUTOMATIC SYSTEMS CO.	042014	08/15/2024	Install new IS barrier at Pine B...	520.7200.000.5405	587.92
AUTOMATIC SYSTEMS CO.	042015	08/15/2024	Whistle tree lift station comm...	520.7200.000.5405	416.25
AUTOMATIC SYSTEMS CO.	042024	08/15/2024	Lift Station Float Barrier Repai...	520.7200.000.5405	587.92
LONE OAK COMPANIES	95071	08/15/2024	UT Billing 7.2024 (50%)	520.7200.000.5310	598.46
Fund 520 - SEWER-OPERATING FUND Total:					198,475.31
Fund: 521 - SEWER-CAPITAL FUND					
METROPOLITAN COUNCIL	8/13/2024	08/15/2024	Second monthly SAC fee pay...	521.0000.000.2207	4,970.00
METROPOLITAN COUNCIL	8/2/2024	08/15/2024	Monthly SAC fee 7.2024	521.0000.000.2207	37,275.00
Fund 521 - SEWER-CAPITAL FUND Total:					42,245.00
Fund: 530 - STORM WATER-OPERATING					
M & J SERVICES, LLC	2961	08/15/2024	Storm Structure Repair	530.7300.000.5420	650.00
FORESTRY SUPPLIERS INC.	566078-00	08/15/2024	Storm Water Maintenance	530.7300.000.5420	179.86
Fund 530 - STORM WATER-OPERATING Total:					829.86
Fund: 531 - STORM WATER-CAPITAL FUND					
M & J SERVICES, LLC	2966	08/15/2024	Rain Garden Retrofit	531.7310.000.5420	14,350.00
Fund 531 - STORM WATER-CAPITAL FUND Total:					14,350.00
Fund: 550 - INVER WOOD GOLF COURSE					
PING	17746370	08/15/2024	club for resale	550.7600.000.5195	273.97
PERFORMANCE FOOD GROUP ...	CM0005617	08/15/2024	credit for food trays not in shi...	550.7600.000.5125	-23.99
PERFORMANCE FOOD GROUP ...	72791796	08/01/2024	Credit for food items not recei...	550.7600.000.5197	-13.86
SAVATREE	000464353	08/15/2024	tree work storm damage	550.7700.000.5310	2,426.33
SHAMROCK GROUP	3052052	08/15/2024	ice for beverage resale	550.7600.000.5197	212.35

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	1410078495	08/15/2024	lobby mats	550.7600.000.5430	45.34
SUPERIOR TURF SERVICES INC	5944	08/15/2024	Fertilizers & chemicals for golf...	550.7700.000.5135	772.42
SHAMROCK GROUP	3052579	08/15/2024	ice for beverage resale	550.7600.000.5197	309.58
PERFORMANCE FOOD GROUP ...	81531115-1	08/15/2024	Club house supplies	550.7600.000.5125	110.21
PERFORMANCE FOOD GROUP ...	81531115-1	08/15/2024	Food for resale	550.7600.000.5197	529.84
P&W GOLF SUPPLY LLC	INV133993	08/15/2024	drag mat for practice center	550.7600.000.5125	870.39
ARAMARK REFRESHMENT SER...	059125314	08/08/2024	coffee for beverage resale	550.7600.000.5197	287.41
COLLEGE CITY BEVERAGE	1050033	08/08/2024	Alcohol for resale	550.7600.000.5199	527.15
BREAKTHRU BEVERAGE MINN...	116996821	08/08/2024	Alcohol for resale	550.7600.000.5199	614.40
VERSATILE VEHICLES, INC.	122573	08/08/2024	Lights and oil for maint. cart r...	550.7700.000.5405	140.48
UNIFIRST CORPORATION	1410077187	08/08/2024	Uniforms	550.7700.000.5175	38.16
UNIFIRST CORPORATION	1410078494	08/08/2024	uniforms and towels	550.7700.000.5175	58.16
MTI DISTRIBUTING CO	1429080-00	08/08/2024	new equipment - Ventrac	550.7600.000.5615	49,688.54
MTI DISTRIBUTING CO	1438536-01	08/08/2024	Gasket for equipment repairs	550.7700.000.5405	6.79
MTI DISTRIBUTING CO	1438536-02	08/08/2024	Seal kit for equipment repairs	550.7700.000.5405	10.41
MTI DISTRIBUTING CO	1439848-00	08/08/2024	Belts & regulator for equipme...	550.7700.000.5405	462.50
MTI DISTRIBUTING CO	1440998-01	08/08/2024	Miscellaneous parts for equi...	550.7700.000.5405	197.22
MTI DISTRIBUTING CO	1440998-02	08/08/2024	Hose for equipment repair	550.7700.000.5405	119.75
MTI DISTRIBUTING CO	1440998-03	08/08/2024	Blades for equipment repair	550.7700.000.5405	210.00
MTI DISTRIBUTING CO	1441774-00	08/08/2024	Filters for equipment repairs	550.7700.000.5405	118.85
MTI DISTRIBUTING CO	1441776-00	08/08/2024	Locknuts for equipment repairs	550.7700.000.5405	52.99
MANSFIELD OIL COMPANY	25582052	08/08/2024	maint fuel	550.7700.000.5130	2,427.51
MANSFIELD OIL COMPANY	25582080	08/08/2024	maint fuel	550.7700.000.5130	3,249.11
MANSFIELD OIL COMPANY	25582082	08/08/2024	club house cart fuel	550.7600.000.5130	1,360.45
MANSFIELD OIL COMPANY	25591709	08/08/2024	club house carts fuel	550.7600.000.5130	1,303.64
DENNY'S 5TH AVENUE BAKERY	33110	08/08/2024	Buns, subs and donuts for resa..	550.7600.000.5197	118.65
DENNY'S 5TH AVENUE BAKERY	33145	08/08/2024	Buns, subs and donuts for resa..	550.7600.000.5197	135.53
DENNY'S 5TH AVENUE BAKERY	33244	08/08/2024	Buns, subs and donuts for resa..	550.7600.000.5197	127.09
ARTISAN BEER COMPANY	3699811	08/08/2024	Alcohol for resale	550.7600.000.5199	420.05
CINTAS CORPORATION	5222851915	08/08/2024	first aid suppliles	550.7600.000.5190	69.35
PHILLIPS WINE & SPIRITS	6624221	08/08/2024	Alcohol for resale	550.7600.000.5199	660.26
PHILLIPS WINE & SPIRITS	6827741	08/15/2024	Alcohol for resale	550.7600.000.5199	348.40
PERFORMANCE FOOD GROUP ...	72893574	08/08/2024	food & bev paper products	550.7600.000.5125	513.75
PERFORMANCE FOOD GROUP ...	72893574	08/08/2024	food for resale	550.7600.000.5197	666.83
PERFORMANCE FOOD GROUP ...	73024704	08/15/2024	paper trays	550.7600.000.5125	23.87
PERFORMANCE FOOD GROUP ...	73024704	08/15/2024	Food for resale	550.7600.000.5197	78.65
PLAISTED COMPANIES, INC.	73433	08/08/2024	sand for golf course and range	550.7700.000.5125	2,896.76
PERFORMANCE FOOD GROUP ...	81359299-1	08/15/2024	Food trays	550.7600.000.5125	23.87
CINTAS CORPORATION	9282063578	08/08/2024	7.2024 AED monitoring agree...	550.7600.000.5310	216.25
SHAMROCK GROUP	3054413	08/15/2024	ice for beverage resale	550.7600.000.5197	115.12
SHAMROCK GROUP	3054898	08/15/2024	ice for beverage resale	550.7600.000.5197	184.57
PERFORMANCE FOOD GROUP ...	73069877	08/15/2024	Hand soap for Club House	550.7600.000.5125	946.41
DRAFT TECHNOLOGIES	08072401	08/15/2024	beer line cleaning	550.7600.000.5405	75.00
HEGGIES PIZZA	1002051007	08/15/2024	Pizzas for resale	550.7600.000.5197	134.30
COLLEGE CITY BEVERAGE	1052867	08/15/2024	alcohol for resale	550.7600.000.5199	281.30
BREAKTHRU BEVERAGE MINN...	117104381	08/15/2024	alcohol for resale	550.7600.000.5199	191.00
BREAKTHRU BEVERAGE MINN...	117104508	08/15/2024	alcohol for resale	550.7600.000.5199	640.20
BREAKTHRU BEVERAGE MINN...	117211302	08/15/2024	alcohol for resale	550.7600.000.5199	424.70
MN GOLF ASSOCIATION, INC.	230591	08/15/2024	handicap service membership ...	550.7600.000.5488	660.00
DENNY'S 5TH AVENUE BAKERY	33341	08/15/2024	Buns, subs and donuts for resa..	550.7600.000.5197	118.65
DENNY'S 5TH AVENUE BAKERY	33522	08/15/2024	Buns, subs and donuts for resa..	550.7600.000.5197	135.53
DENNY'S 5TH AVENUE BAKERY	33604	08/15/2024	Buns, subs and donuts for resa..	550.7600.000.5197	110.21
ARTISAN BEER COMPANY	3701603	08/15/2024	alcohol for resale	550.7600.000.5199	281.60
ARTISAN BEER COMPANY	3703345	08/15/2024	alcohol for resale	550.7600.000.5199	323.10
M. AMUNDSON LLP	387818	08/15/2024	snacks for food resale	550.7600.000.5197	382.45
HEGGIES PIZZA	475963	08/15/2024	Pizzas for resale	550.7600.000.5197	134.30

Fund 550 - INVER WOOD GOLF COURSE Total: 77,823.85

Fund: 603 - CENTRAL EQUIPMENT

OXYGEN SERVICE COMPANY, ...	0003589342	08/15/2024	Oxygen tank for shop	603.8300.000.5150	16.80
UNIFIRST CORPORATION	1410073920	08/15/2024	Mechanics Uniforms	603.8300.000.5175	28.18

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	1410073920	08/15/2024	Shop rentals	603.8300.000.5430	125.86
UNIFIRST CORPORATION	1410075443	08/15/2024	Mechanics Uniforms	603.8300.000.5175	28.18
UNIFIRST CORPORATION	1410075443	08/15/2024	Shop rentals	603.8300.000.5430	156.83
WORLD FUEL SERVICES	477824587821-41801	08/15/2024	Case of lubricants for mowers	603.8300.000.5405	217.55
ZIEGLER INC	IN001567147	08/15/2024	Parts to repair loader	603.8300.000.5405	240.27
OXYGEN SERVICE COMPANY, ...	0003592085	08/15/2024	Oxygen tank for shop	603.8300.000.5150	17.36
SHARROW LIFTING PRODUCTS	170396	08/15/2024	Lifting hooks	603.8300.000.5150	144.80
UNIFIRST CORPORATION	1410078492	08/15/2024	Mechanics Uniforms	603.8300.000.5175	28.18
UNIFIRST CORPORATION	1410078492	08/15/2024	Shop rentals	603.8300.000.5430	146.75
PUMP AND METER SERVICE I...	1012241	08/15/2024	Fuel pumps	603.8300.000.5400	277.50
PERFECTION PLUS, INC	315547	08/08/2024	8.2024 cleaning svcs	603.8300.000.5310	521.62
TRI-STATE BOBCAT INC.	P22170	08/15/2024	Fuel filter for toolcat	603.8300.000.5405	112.32
ABM EQUIPMENT & SUPPLY	0179316-IN	08/15/2024	handle & latch for side walk m...	603.8300.000.5405	208.80
KIMBALL MIDWEST	102439512	08/15/2024	Cap screws and nuts for the s...	603.8300.000.5150	352.90
BEAUDRY OIL & SERVICE INC	1113674	08/15/2024	fuel credit	603.8300.000.5130	-1,307.14
BEAUDRY OIL & SERVICE INC	1113675	08/15/2024	Fuel credit	603.8300.000.5130	-7,659.43
BEAUDRY OIL & SERVICE INC	1113682	08/15/2024	Fuel	603.8300.000.5130	1,307.14
BEAUDRY OIL & SERVICE INC	1113683	08/15/2024	Fuel	603.8300.000.5130	7,815.81
EMERGENCY APPARATUS MA...	133009	08/15/2024	Fire truck priming valve repair...	603.8300.000.5410	814.51
MTI DISTRIBUTING CO	1441278-00	08/15/2024	Stock filters for mowers	603.8300.000.5405	157.85
MTI DISTRIBUTING CO	1442005-00	08/15/2024	Latch for mower	603.8300.000.5405	102.38
MTI DISTRIBUTING CO	1442201-00	08/15/2024	Engine mount for mower	603.8300.000.5405	155.47
MTI DISTRIBUTING CO	1442201-01	08/15/2024	Spal fan for mower	603.8300.000.5405	875.27
MTI DISTRIBUTING CO	1442783-00	08/15/2024	Fuel hose, gasket & misc parts ..	603.8300.000.5405	450.56
FACTORY MOTOR PARTS COM...	1-9920203	08/15/2024	Stock filters	603.8300.000.5410	249.81
BEAUDRY OIL & SERVICE INC	2681927	08/15/2024	Unleaded fuel	603.8300.000.5130	8,494.72
L.T.G. POWER EQUIPMENT	287507	08/15/2024	Clutch and belt for mower	603.8300.000.5405	570.15
LITTLE FALLS MACHINE INC	371486	08/15/2024	Parts to reapiir loader	603.8300.000.5405	994.99
CINTAS CORPORATION	4199766626	08/15/2024	Rug Rentals	603.8300.000.5430	324.25
CINTAS CORPORATION	4201173726	08/15/2024	Rug Rentals	603.8300.000.5430	324.25
CINTAS CORPORATION	4201173802	08/15/2024	Rug Rental	603.8300.000.5430	171.92
INVER GROVE FORD	5346877	08/15/2024	Brake parts for F150	603.8300.000.5410	230.21
EMERGENCY AUTOMOTIVE TE...	BA07122430A	08/15/2024	Parts for fire truck repairs	603.8300.000.5410	252.70
MACQUEEN EMERGENCY GR...	P11247	08/15/2024	Radiator parts & coolant for fi...	603.8300.000.5410	524.14
MACQUEEN EMERGENCY GR...	P11280	08/15/2024	Radiator for fire truck	603.8300.000.5410	1,962.19
MACQUEEN EMERGENCY GR...	P11324	08/15/2024	AC compressor for fire truck	603.8300.000.5410	1,792.20
MACQUEEN EMERGENCY GR...	W06265	08/15/2024	Fire truck PTO leak repairs	603.8300.000.5410	3,134.16
Fund 603 - CENTRAL EQUIPMENT Total:					24,362.01
Fund: 605 - CITY FACILITIES					
CULLIGAN	157985030228X073124	08/08/2024	Water softener salt	605.8500.000.5125	77.95
FIRST IMPRESSION GROUP	159002	08/08/2024	Business cards - Aaron Fitzloff	605.8500.000.5105	30.00
HUEBSCH SERVICES	20335256	08/08/2024	lobby mats	605.8500.000.5430	176.60
PERFECTION PLUS, INC	315547	08/08/2024	8.2024 cleaning svcs	605.8500.000.5310	5,133.19
AEP ONSITE PARTNERS, LLC	419-21510179	08/08/2024	7.2024 solar panel charges	605.8500.000.5355	3,339.40
HILLYARD INC	605550291	08/08/2024	cleaning supplies	605.8500.000.5125	845.57
MEI TOTAL ELEVATOR SOLUTI...	1087221	08/15/2024	Cellular device & installation	605.8500.000.5310	600.00
HUEBSCH SERVICES	20338710	08/15/2024	lobby mats	605.8500.000.5430	176.60
GIP III ZEPHYR ACQUISITION P...	INVRGRV-12408	08/15/2024	6.2024 solar gardens	605.8500.000.5357	30,180.16
GIP III ZEPHYR ACQUISITION P...	INVRGRV-22408	08/15/2024	6.2024 solar gardens	605.8500.000.5357	8,220.43
Fund 605 - CITY FACILITIES Total:					48,779.90
Fund: 606 - TECHNOLOGY FUND					
ZAYO GROUP, LLC	20722854	08/08/2024	City Hall Phones 7.2024	606.8600.000.5320	995.44
ZAYO GROUP, LLC	20740411	08/08/2024	Multi-site monthly Phones 7.2...	606.8600.000.5320	6.87
CIVICPLUS	309761	08/08/2024	Finance Charge - overdue bal...	606.8600.000.5395	136.66
MARCO TECHNOLOGIES, LLC	36961773	08/08/2024	Printers & Copiers contract 7...	606.8600.000.5430	1,867.28
LOCAL GOVERNMENT INFOR...	39007	08/08/2024	PD Network Services 4.1.24 - 6...	606.8600.000.5395	721.25
US INTERNET	4608378	08/08/2024	Email filtering system 6.2024 -...	606.8600.000.5395	230.00
CONSOLIDATED COMMUNICA...	7/15/2024	08/08/2024	Monthly Phone bill 7.2024	606.8600.000.5320	1,011.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INNOVATIVE OFFICE SOLUTIO...	IN4593194	08/08/2024	Printer Paper	606.8600.000.5105	140.64
Fund 606 - TECHNOLOGY FUND Total:					5,109.14
Fund: 702 - ESCROW FUND					
STANTEC CONSULTING SERVI...	2263437	08/15/2024	Construction Observation	702.3100.237.2050	1,014.00
ST. PAUL PIONEER PRESS	0724572521	08/08/2024	NoPH: National Land Holdings...	702.5100.215.2050	32.24
ST. PAUL PIONEER PRESS	0724572521	08/08/2024	Sum Publ Ord 1481	702.5100.233.2050	39.00
STANTEC CONSULTING SERVI...	2265681	08/08/2024	Skyline Village Water Modelin...	702.3100.328.2050	7,261.50
DAKOTA CTY ATTORNEY	7/23/2024	08/08/2024	Reimb Legal Fees Case #2200...	702.2000.005.2050	538.13
STATE TREASURER'S OFFICE	7/23/2024	08/08/2024	Vehicle forfeiture (10%) - Case...	702.2000.005.2050	164.29
DAKOTA CTY ATTORNEY	7/23/2024	08/08/2024	Vehicle forfeiture (20%) Case ...	702.2000.005.2050	328.57
S. M. HENTGES & SONS, INC.	7/26/2024	08/08/2024	Escrow Release	702.3100.291.2050	10,000.00
ETERNITY HOMES LLC	8/1/2024	08/08/2024	Refund permit #PRBD202300...	702.5200.001.2050	2,500.00
STATE OF MINNESOTA - GENE...	8/8/2024	08/15/2024	Vehicle forfeiture (10%) case ...	702.2000.006.2050	370.10
ANOKA COUNTY ATTORNEY'S...	8/8/2024	08/15/2024	Vehicle forfeiture (20%) case ...	702.2000.006.2050	740.20
Fund 702 - ESCROW FUND Total:					22,988.03
Grand Total:					1,263,242.74



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: August 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Cora Bauer, HR Coordinator, 651.450.2490

ACTION REQUESTED

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

BACKGROUND

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

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the attached personnel actions.

ATTACHMENTS

1. Personnel Actions Aug 26 2024 (hires-terms)



Personnel Actions - Council Agenda Attachment

Meeting Date:	August 26, 2024
Item Type:	Consent Agenda
Contact:	Cora Bauer
Prepared by:	Cora Bauer
Reviewed by:	Janet Shefchik, HR Manager

Fulltime Employment Hires:

Sydney Brewer, Office Support I

Seasonal/Temporary Employment Hires:

Katherine Rucci, Lifeguard

Seth Stoutenburg, Operations Assistant II

Teri York, Fitness Coordinator

Voluntary Resignations, Retirements and/or Terminations:

Allan Hunting, City Planner [Retirement]

Laura Michlig, Communications Specialist

Brooke Isaacson, Lifeguard

Graciela Schafer, Birthday Party Host

Lydia Sevilla-Henrickson, Birthday Party Host

Sarah Shier, Pool Attendant

Ericka Kuefler, Swim Lesson Manager

Andre Laboy, Lifeguard

Alaina Friske, Aquatics Manager

Jamar Meeks, Patrol Officer

Jaydon Rouse, Birthday Party Host

William Makela, Lifeguard



Request for Council Action

SUBJECT: **Assignment of Antenna Lease Agreement - Arbor
Pointe Water Tower**

MEETING DATE: August 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571
 Bridget Nason, City Attorney

ACTION REQUESTED

The Council asked to approve the attached Resolution, approving the assignment of an existing cell antenna lease for Nextera Wireless, LLC to MN FWA Buyer, LLC (EarthLink).

BACKGROUND

The City entered into a wireless antenna lease agreement with Nextera Wireless, LLC (Nextera) on August 8, 2011, to lease space for cell phone antenna facilities on the Arbor Pointe Water Tower, located at 8696 Broderick Avenue. The lease agreement includes automatic renewals every five years, with the next (and final) automatic renewal occurring at the start of 2027, and extending to the end of the lease on December 31, 2031.

Nextera has recently sold their wireless facility interests to MN FWA Buyer, LLC, a subsidiary of EarthLink, LLC (EarthLink), including their interests in the antenna facilities on the Arbor Pointe Water Tower. In accordance with Article 16 of the lease agreement, "the Lease may not be sold, assigned, or transferred without the written consent of the Landlord [City]", and that such consent may not be unreasonably withheld. As such, Nextera has submitted the attached Consent to Assignment of Agreement request, along with updated lessee contact information at EarthLink. These have been reviewed by the City Attorney and the Public Works Director, and found to be in conformance with the antenna lease agreement.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommend approval of the attached Resolution, and execution of the Consent to Assignment of Agreement document by the Mayor and City Clerk

ATTACHMENTS

1. Resolution - Lease Assignment
2. Inver Grove Heights - Consent to Assignment of Agreement

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

RESOLUTION NO. 2024-169

**RESOLUTION APPROVING AN ASSIGNMENT OF CELL ANTENNAL LEASE FOR NEXTERA
WIRELESS, LLC TO MN FWA BUYER, LLC (EARTHLINK)**

WHEREAS, the City entered into a Water Tower Site Lease Agreement (“Lease”) with Nextera Wireless, LLC (“Tenant”) on August 8, 2011, to lease space for cell phone antenna facilities on the Arbor Pointe Water Tower, located at 8696 Broderick Avenue; and

WHEREAS, the Tenant has agreed to sell all its assets to MN FWA Buyer, LLC, a subsidiary of EarthLink, LLC (“EarthLink”); and

WHEREAS, in accordance with Article 16 of the Lease, the Tenant may assign the Lease to another entity with the approval of the City; and

WHEREAS, the Tenant has provided the attached Consent to Assignment of Agreement and EarthLink desires to assume all of the rights, obligations, and responsibilities of the Tenant contained within the Lease agreement.

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

1. The City hereby consents to the assignment of the Water Tower Site Lease Agreement from Nextera Wireless, LLC to MN FWA Buyer, LLC.
2. The Council hereby approves the attached Consent to Assignment of Agreement, and hereby authorizes the Mayor and City Clerk to execute the document.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 26th day of August 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



ADDRESS 5909 Baker Rd Ste. 590 Minnetonka, MN 55345
PHONE 952.564.6900 FAX 952.564.6902

June 17, 2024

Dear Valued Vendor,

After more than 15 years of providing phone, data, and internet solutions to Minnesota and Wisconsin, we are pleased to advise you that Nextera Wireless, LLC ("Nextera") has agreed to sell substantially all of its assets to MN FWA Buyer, LLC, a subsidiary of EarthLink, LLC ("EarthLink").

EarthLink is a leading internet service provider delivering access to more homes and small businesses than any other ISP. Additional information about EarthLink can be found on its website, located at: <https://www.earthlink.net/>. Similar to Nextera, EarthLink values its relationships with its customers, suppliers, vendors, landlords, and the community.

We anticipate that the transaction will close around September 1, 2024.

Enclosed is a copy of a Consent to Assignment. I kindly request that you return a signed copy to me as soon as possible to the following email: ghoveland@nextera.net.

Contact information for EarthLink is:

980 Hammond Drive NE

Suite 400

Atlanta, GA 30328

214-382-9990

Email: sotheara.leang@elink.com , VP Operations

Rooftop Contact Information: orn-rooftops@elink.com

Billing Address:

1799 Enterprise Street

Athens, TX 75751

Billing Email: prn-invoicrd@elink.com

Email: kelli.bedel@elink.com, Finance Manager

If you have any questions, please call me at 952-564-6908.

Thank you.

Gina Hoveland
General Manager

CONSENT TO ASSIGNMENT OF AGREEMENT

Pursuant to that certain Asset Purchase Agreement, dated May 31, 2024, by and among Nextera Wireless, LLC (the “Assignor”), MN FWA Buyer, LLC, a Delaware limited liability company (the “Assignee”) and the other parties thereto, the Assignor is proposing to sell all or substantially all of its assets (the “Transaction”) to the Assignee, and such assets include the contract(s) listed on Exhibit A hereto (collectively, the “Contract(s)”). The undersigned hereby consents to the assignment of the Contract(s) to the fullest extent required by the Contract(s), and hereby releases the Assignor from all obligations and liabilities under the Contract(s) that first arise, accrue or are incurred after the effective date hereof. Additionally, the undersigned acknowledges and agrees that the Contract(s) is (are) in full force and effect and no party thereunder is in breach or default of the terms thereof, and waives any further advance notice requirement or any right to cancel, terminate or otherwise amend, vary or modify the terms of the Contract(s), to the extent that such right arises in connection with, or results from, the Transaction. This consent will be effective as of immediately prior to the consummation of the Transaction.

CITY OF INVER GROVE HEIGHTS

By: _____
Name: Brenda Dietrich
Title: Mayor, City of Inver Grove Heights

ATTEST:

Rebecca Kiernan, City Clerk

Exhibit A

Contract(s)

1. Water Tower Site Lease Agreement, dated August 17, 2011, by and between the City of Inver Grove Heights and Nextera Wireless, LLC.

WATER TOWER SITE LEASE AGREEMENT

Between

City of Inver Grove Heights

And

Nextera Wireless, LLC

Date: August 17th, 2011

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EXHIBIT A - Description of Leased Premises and Non-Exclusive Access Drive

EXHIBIT B - Approved Plans for Antenna Facilities

EXHIBIT C - Rent Calculations

EXHIBIT D - Internet Services

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") made effective the 17th day of August, 2011, between City of Inver Grove Heights ("Landlord"), a Minnesota municipal corporation and Nextera Wireless, LLC ("Tenant"), a Minnesota limited liability company.

For good and valuable consideration, the parties agree as follows:

1. Leased Premises. Landlord owns real property located at 8696 Broderick Avenue, City of Inver Grove Heights, County of Dakota, State of Minnesota legally described on Exhibit A-1 upon which the Inver Grove Heights Water Tower and an approximately 16 foot wide access drive are located. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord the following:

- (a) Non-exclusive rights of access to and from Broderick Avenue along the 16 foot-wide access drive to and from the Inver Grove Water Tower as shown in Exhibit A-2.
- (b) That portion of the interior of Inver Grove Heights Water Tower or other structures (the "Structure") where Tenant's 50" x 30" x 92" equipment cabinet is located together with the locations of Tenant's antennas, cables, and appurtenances and service utilities are attached and located, the exact location of which is approved by Landlord as depicted on the attached Exhibit B (the "Leased Premises").

Subject to any and all existing tenant rights and easements.

2. Rent.

(a) Amount, Adjustments. As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of One Thousand dollars (\$1,000) for the initial year, beginning on August 15, 2011 and ending on December 31, 2012. Said annual rent shall be increased automatically and without notice on January 1, 2013, and each year thereafter on January 1 by five percent (5%) of the previous year's annual rent, as shown in Exhibit C, attached hereto and incorporated herein.

(b) Time of Payment, Taxes. Tenant shall make quarterly rent payments to the Landlord. Said quarterly rent shall be calculated by dividing the annual rent (as shown in Exhibit C) by four (4). The quarterly rent shall be paid before the first of each of the following months: January, April, July and October. Tenant's first rent payment shall be paid at the time the Lease is executed and shall include the quarterly rent which would otherwise be due on October 1, 2011 and shall also include the prorated rent for any portion of the previous months prior to the quarter commencing on October 1. Thereafter, Tenant's rent payments shall be made before the first day of each quarter as set forth in this Paragraph. In addition to the quarterly rent, Tenant agrees to timely pay its pro-rata share of any taxes or payment in lieu of taxes required resulting from its facilities being located on Landlord's property.

3. Internet Services. During the Initial Term and any Renewal Term of this Lease, in addition to the rent Tenant pays to Landlord pursuant to Section 2 of this Lease, Tenant shall also provide Landlord with wireless internet connection at no charge to the Landlord at the Landlord's facilities as shown in Exhibit D, attached hereto and incorporated herein.

4. Governmental Approval Contingency.

(a) Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state or local authority. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals, and shall take no action, which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

(b) Interference Study. Before obtaining a building permit, Tenant must pay for the reasonable cost of (i) a radio frequency interference study carried out by an independent and qualified professional selected by the Landlord showing that Tenant's intended use will not interfere with any existing communications facilities, and (ii) an engineering study showing that the Structure is able to support the Antenna Facilities, as defined in Subparagraph 5(b), without prejudice to the City's use of the Structure. If the study finds that there is a potential for interference that cannot be reasonably remedied or for prejudice to the Structure, either party may terminate this Lease immediately and Landlord shall refund the initial rental to Tenant.

(c) Non-approval. In the event that any application necessary under Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is cancelled, expired, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Lease Premises for its intended purposes, Tenant shall have the right to terminate this Lease and be reimbursed for the rental payment if made pursuant to Subparagraph 2(b) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Landlord as evidenced by the return receipt. Except as required under Subparagraph 11(c) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

5. Term and Renewals. Tenant shall have the right to use the Leased Premises upon the execution of this Lease and the payment of the pertinent rent payments. The initial term ("Initial Term") of this Lease shall commence on August 15, 2011 and end on December 31, 2016. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for three (3) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term.

This Lease will automatically renew unless Tenant sends written notice to Landlord of Tenant's election not to renew at least three hundred sixty five (365) days prior to the expiration of the Initial Term or any Renewal Term, as provided in accordance with Paragraph 19 of this Lease. The rent for any and all Renewal Terms shall be paid quarterly in accordance with Paragraph 2.

6. Tenant's Use.

(a) User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other radio frequency (RF) conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. Landlord;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord;
3. Other governmental agencies where use is not related to public safety.

(b) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Landlord-approved communications antenna facility, equipment, cabinets and an accessory building, and uses incidental thereto for providing radio and wireless telecommunication services which Tenant is legally authorized to provide to the public. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises, provided such additions, deletions, or modifications do not create radio frequency interference with Tenant's telecommunications services except as to higher priority users permitted by Section 6(a). Tenant's communications antenna facility shall consist of antennas at a Landlord-approved location, along with cables and appurtenances connected to an accessory building or cabinet located on the Leased Premises ("Antenna Facilities"). Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies. After the initial installation, Tenant shall not make any substantial external changes to its Antenna Facilities without the prior consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned. The Antenna Facilities existing as of the date hereof are approved by Landlord.

(c) Construction. If Tenant seeks to increase the number of antennas, it must first pay for an evaluation carried out by a qualified professional, retained by Landlord demonstrating that (i) each additional antenna will not interfere with existing antennas or with proposed antennas with a higher priority, and (ii) the Structure can structurally support the additional antennas. The cost of each evaluation must be paid by the Tenant within 30 days after receiving written notice of the cost. Such consent by Landlord for additional antennas will not be unreasonably withheld, conditioned or delayed. Upon Landlord's consent, the parties will negotiate the amount of additional rental for the antennas. Additional antennas shall not be installed until the additional rent has been mutually determined.

(d) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices, and with all applicable FCC rules and regulations. Tenant's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld or delayed. Any damage done by Tenant or Tenant's agents to the Leased Premises or other Landlord Property including the Structure during installation or during operations, shall be repaired at Tenant's expense within 30 days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

(e) Maintenance, Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, and secured by Tenant. If Tenant's Antenna Facilities are mounted on the Structure they shall, at all times, be painted, at Tenant's expense, the same color as the Structure.

(f) Replacements. Before the Tenant may update or replace the Antenna Facilities, Tenant must notify and provide a detailed proposal to Landlord. Tenant shall submit to Landlord a detailed proposal for any such replacement facilities together with any other information reasonably requested by Landlord regarding such requested update or replacement, including but not limited to a technical study, carried out at Tenant's expense. Landlord may not unreasonably withhold or delay approval. Notwithstanding the above, Tenant may switch out equipment at the Leased Premises without Landlord's consent, provided such equipment is materially similar in size, weight and appearance.

(g) Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Antenna Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Leased Premises, but not including equipment within the cabinets or equipment shelter.

(h) No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant's existing usage on the Structure and shall not unreasonably interfere with the working use of the water storage facilities thereon or to be placed thereon by Landlord.

(i) Access. Tenant, at all times during this Lease, shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities, except that the interior of the Structure shall remain locked and secured by the Landlord. Tenant may gain access to the Leased Premises by contacting the Landlord's Public Works Department during regular business hours, or by contacting the Landlord's Public Works Department emergency personnel after regular business hours. Except in an emergency, Tenant shall have access to the Structure only with the approval of Landlord. Tenant shall request access to the Structure twenty-four (24) hours in advance, except in an emergency, and Landlord's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for Tenant to have access to the Structure at some time other than the regular business hours of Landlord, Landlord may charge Tenant for its direct reasonable costs, including employees' wages, that Landlord may incur in providing such access to Tenant not to exceed \$100 for each Landlord employee trip to the Structure to accommodate the Tenant's need for access to the Structure after regular business hours. The Landlord shall use its best efforts to expedite access to the interior of the Structure in the case of an emergency, but Landlord shall not be liable for any damages, claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, arising from delayed access to the interior of the Structure.

(j) Payment of Utilities. Tenant shall separately meter the Leased Premises for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

(k) Structure Painting. Upon at least one hundred eighty (180) days' notice from Landlord, Tenant, at its sole cost and expense, shall make any necessary arrangements to either temporarily protect or remove its Antenna Facilities as a result of Landlord's painting or other maintenance of the Structure. Should Landlord and Tenant agree that the scheduled maintenance or painting of the Structure will prevent Tenant from using the Structure as Tenant's communications facility, and it is reasonable and feasible for Tenant to temporarily relocate rather than leave in place and protect its Antenna Facilities, then Tenant shall have the right to install and operate a temporary antenna facility (including a Cell-on-Wheels) on a mutually acceptable location at 8696 Broderick Avenue, and in such event, Tenant shall not be required to pay Rent to Landlord during the period that Tenant operates a temporary antenna facility at 8696 Broderick Avenue. Landlord and Tenant acknowledge and agree that, if Tenant must temporarily remove any portion of the Antenna Facilities pursuant to this subsection, the only equipment that Tenant will be required to temporarily move are its antennas, coaxial cables and equipment cabinets.

7. Emergency Facilities. In the event of a natural or manmade disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed 90 days unless Tenant obtains written approval from the Landlord.

8. Additional Buildings. This provision shall apply to tenants that construct a building on the Landlord's property for its antenna facilities. Tenant acknowledges that Landlord may permit additional buildings to be constructed on the Landlord's property. At such time as this may occur, Tenant will permit said buildings to be placed immediately adjacent to Tenant's building and will allow "attachments" to its building so as to give the appearance that all buildings are a connected facility. Said "attachments" will be made at no cost to Tenant and will not compromise the structural integrity of Tenant's building nor shall such "attachments" interfere with Tenant's operations of its Antenna Facilities. Any said "attachments" must be approved in writing by the Tenant prior to construction, and Tenant agrees to not unreasonably withhold said approval of an "attachment" that does not interfere with Tenant's operation of its Antenna Facilities.

9. Defense and Indemnification.

(a) General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord for claims arising out of the installation, operation, use, maintenance, repair, or removal of Tenant's Antenna Facilities, equipment and related facilities on the Leased Premises except to the extent attributable to the gross negligence, willful misconduct, or other fault of Landlord, Landlord's employees, contractors, agents or other tenants, licensees or users of Landlord's property.

(b) Hazardous Materials. Without limiting the scope of Subparagraph 9(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Landlord will be solely responsible for and will defend, indemnify and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of Landlord's property, including the Leased Premises, with respect to Hazardous Materials other than those introduced to the Leased Premises or Landlord's property by Tenant.

(c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. The obligations of Paragraph 9 shall survive the expiration or other termination of this Lease.

10. Insurance.

(a) Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.

(b) General Liability. The Tenant must maintain an occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, Property damage – broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

Tenant will maintain Completed Operations coverage for a minimum of two years after the construction is completed.

(c) Automobile Liability. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000 per accident. The liability limits may be afforded under the

Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of ridges afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists' coverages.

(d) Additional Insured – Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- or better), licensed to do business in the state of Minnesota, which includes all coverage required in Paragraph 10. Tenant will list the Landlord as an Additional Insured on the General Liability, to the extent of Landlord's liability arising from its interest in the Leased Premises. The Certificate(s) shall also provide the coverage may not be canceled, non-renewed, or materially changed without thirty (30) days prior written notice to the Landlord. In the event that Tenant is self-insured, Tenant shall provide Landlord with a certificate showing compliance with the foregoing policy limits.

(e) Waiver of Claims. Tenant assumes all risk of loss of or damage to Tenant's property or leasehold improvements within the Leased Premises, including the portion of the Structure contained within the Leased Premises, which is not caused by the negligence of Landlord, its employees or agents, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of God, act of any other tenant, person or thing, or any other cause.

11. Damage or Destruction. If the Leased Premises are destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon 30 days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

12. Lease Termination.

(a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party; provided, however, that if cure cannot be reasonably completed within 60 days from the date of notice, then such cure period shall be reasonable extended so long as cure is commenced within the 60 days and diligently pursued to completion (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) by Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Tenant's business;

(iii) by Tenant for cause if the Leased Premises is or becomes unacceptable for technological reasons under the Tenant's Antenna Facilities, design or engineering specifications or the communications systems to which the Antenna Facilities belong or if its Site is no longer required by Tenant;

(iv) by Landlord, if its Council decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with the continued use of the Leased Premises by Tenant and/or to discontinue use of the Structure for all purposes;

(v) by Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises; or

(vi) by Landlord if it determines that a potential user with a higher priority under Subparagraph 6(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interfere with the communication signals of another user with a higher priority, regardless of whether or not such RF interference was predicted in the initial interference study that was part of the application process; or

(vii) by Landlord if Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, provided that Tenant has received notice of same and a reasonable period of time to cure such compliance, in accordance with subsection (a)(i) above.

(b) Notice of Termination. The parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. All rentals paid for the Lease prior to said termination date shall be retained by Landlord.

(c) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have 60 days from termination or expiration date to remove its Antenna Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Structure. In the event that Tenant's Antenna Facilities and related equipment are not removed to the reasonable satisfaction of the Landlord, Landlord may remove and store Tenant's Antenna Facilities at Tenant's sole expense. If Landlord removes the Antenna Facilities or related equipment, Landlord must give written notice to the tenant in accordance with Paragraph 19 of this Lease.

13. Limitation of Landlord's Liability. Notwithstanding anything to the contrary in this Lease, in no event will either party be liable to the other party for punitive, indirect, incidental, special or consequential damages suffered by the other party, including, without limitation, loss of profits, income or business opportunities; provided however, that this provision shall not release or reduce Tenant's obligation to pay Rent to Landlord in accordance with the terms of this Lease.

14. Temporary Interruptions of Service. If Landlord determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Antenna Facilities, except as may be caused by the willful misconduct of the Landlord, its employees or agents. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion.

15. Tenant Interference.

(a) With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than three (3) business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

(b) With High Priority Users. If Tenant's Antenna Facilities cause impermissible RF interference with higher priority users as set forth in Subparagraph 6(a) above, or with pre-existing tenants operating within their respective frequencies and in accordance with all applicable laws and regulations, Tenant and Landlord shall take all measures necessary to correct and eliminate the RF interference. If the RF interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the RF interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the RF interference has been eliminated. If the RF interference cannot be eliminated within 30 days after Tenant received Landlord's written notice, Landlord may, at its option, terminate this Lease immediately.

(c) Interference Study – New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area in the Property, Tenant agrees to provide the Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord shall then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's proposed use or frequencies will cause any interference to Tenant's use of the Leased Premises or operation of its Antenna Facilities. Landlord shall require the new applicant to pay for such interference studies.

(d) Interference – New Occupants. Landlord agrees that it will not grant a future lease in the Landlord's property to any party who is of equal or lower priority to Tenant under Section 6(a), if such party's use is reasonably anticipated to interfere with Tenant's use of the Leased

Premises or operation of its Antenna Facilities. Landlord agrees further that any future lease of the Property will prohibit a user of equal or lower priority from interfering with Tenant's use of the Leased Premises or operation of its Antenna Facilities. Landlord agrees that it will require any subsequent occupants of the Property of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.

16. Assignment. This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates or subsidiaries. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld. Notwithstanding the above, Tenant may assign this Lease without Landlord's consent to a FCC license holder with assets in excess of Fifty Million Dollars (\$50,000,000.00). Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity that provides financing for the purchase of the equipment to be installed at the Leased Premises.

17. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

18. Disputes. Any claim for damages arising out of this Lease not resolved within ten (10) days of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may file a claim in arbitration in accordance with the applicable rules of the American Arbitration Association. The award rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Leased Premises is located. Arbitration shall be the exclusive remedy of the parties.

19. Enforcement and Attorney's Fees. In the event that either party to this Lease shall bring a claim in litigation to enforce any right hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.

20. Notices. All notices hereunder must be in writing and shall be deemed validly served if sent by nationally recognized overnight courier that provides written evidence of delivery or by certified

mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice);

If to Landlord, to: City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077
Attn: City Administrator

If to Tenant, to: Nextera Wireless, LLC
Attn: Grey Aring
7115 Forthun Road
Suite 100
Baxter, MN 56425

21. Authority. Each of the individuals executing this Lease on behalf of the Tenant and Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

22. Binding Effect. This lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

23. Complete Lease: Amendments. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

24. Governing Law. This Lease shall be construed in accordance with the laws of the State of Minnesota.

25. Severability. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

26. Representation and Warranties. Each party covenants and warrants to the other that (i) it has full right, power and authority to execute this Water Tower Site Lease Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, Lease, or other agreement binding on said party; and (iii) the execution and delivery of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

27. Counterparts. This Lease 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 set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

CITY OF INVER GROVE HEIGHTS

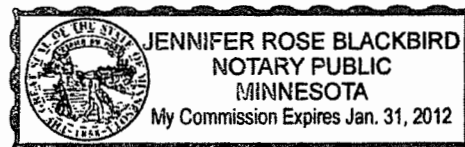
By George Tourville
Its Mayor George Tourville

By Melissa R. Rheume
Its Deputy City Clerk Melissa Rheume

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of August, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Jennifer Rose Blackbird
Notary Public



TENANT:

Nextera Wireless, LLC

By



Its

President

STATE OF MINNESOTA)

COUNTY OF) ss.

Hennepin

On this 17th day of August, 2011, before me a Notary Public within and for said County, personally appeared Greg Aring to me personally known, who being by me duly sworn, did say that he is the president of the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company and said president, acknowledged said instrument to be the free act and deed of the limited liability company.


Notary Public

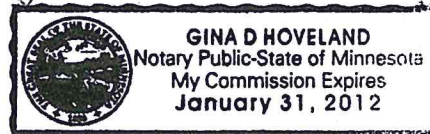


EXHIBIT A-1

Description of Leased Premises and Non-Exclusive Access Drive

Leased Premises located on real property described as:

Outlot D, Arbor Pointe 7th Addition, according to the recorded plat thereof.

Non-Exclusive Access Drive located on real property described as:

Outlot C, Arbor Pointe 7th Addition, according to the recorded plat thereof, Dakota County, Minnesota, except that part thereof lying southeasterly of the following described line and its northeasterly and southwesterly extensions:

Commencing at the intersection of the East line of Outlot D, said Arbor Pointe 7th Addition and the southerly right of way line of Broderick Boulevard as delineated on said Arbor Pointe 7th Addition; thence on an assumed bearing of South 71 degrees 48 minutes 36 seconds East, along said southerly right of way line, a distance of 275.00 feet, to the point of beginning of the line to be described; thence South 18 degrees 11 minutes 24 seconds West, a distance of 21.70 feet; thence South 39 degrees 13 minutes 10 seconds West, a distance of 216.04 feet, to a southwesterly line of said Outlot C and there terminating.

EXHIBIT A-1

Depiction of Leased Premises and Non-Exclusive Access Drive



EXHIBIT B

Approved Plans for Antenna Facilities



5909 Baker Road, Suite 590
Minnetonka, MN 55345
952-564-6900

Inver Grove Heights Broderick Blvd Water Tower

Project Description:

1. Install equipment at four positions around the upper railing of the tank as well as a cabinet at the base of the tower.
2. Install one 2" cable bundle comprised of twelve individual cables between the cabinet and radio equipment following existing cable raceways, cable trays, and cable access holes.
3. Protect all painted tower surfaces by incorporating a rubber membrane between the tower surface and all equipment/cable routing connections with the tower surface.
4. Paint all antennas to match the tower color.

Project Information

Tower Information:

Tower Type:
Tower Height:
Equipment Height:

Contact Information:

Nextera Contact: Paul Brandt @ 952-564-6900

Tower Owner:
Location/Address:

Latitude:
Longitude:

Sheet Index	
Sheet	Description
T1	Title Sheet
A1	Tower Setup without Antennas
A2	Oct 2010 Antenna Layout
A3	Nextera Antenna Layout
A4	Upper Tank Cable Layout
A5	Cabinet & Tower Base Detail
A6	Drywell Cabling Detail
A7	Cable Bundle Detail
A8	6' Dish Mounting Detail
A9	Multipoint and PTP Layout
A10	Vertical Cabling Pipe Detail



Revisions

Activity	Date

Firm Name and Address
Nextera Wireless, LLC
5909 Baker Road, Ste 590
Minnetonka, MN 55345
952-564-6900

Project Name
Inver Grove Broderick Blvd WT

Project Number

Date

Project Address

Sheet Title
Title Sheet

Sheet Number
T1

Activity	Revisions	Date

Firm Name and Address
Nextera Wireless, LLC
5909 Baker Road, Ste 590
Minnetonka, MN 55345
952-564-6900

Project Name
Inver Grove Broderick Blvd WT

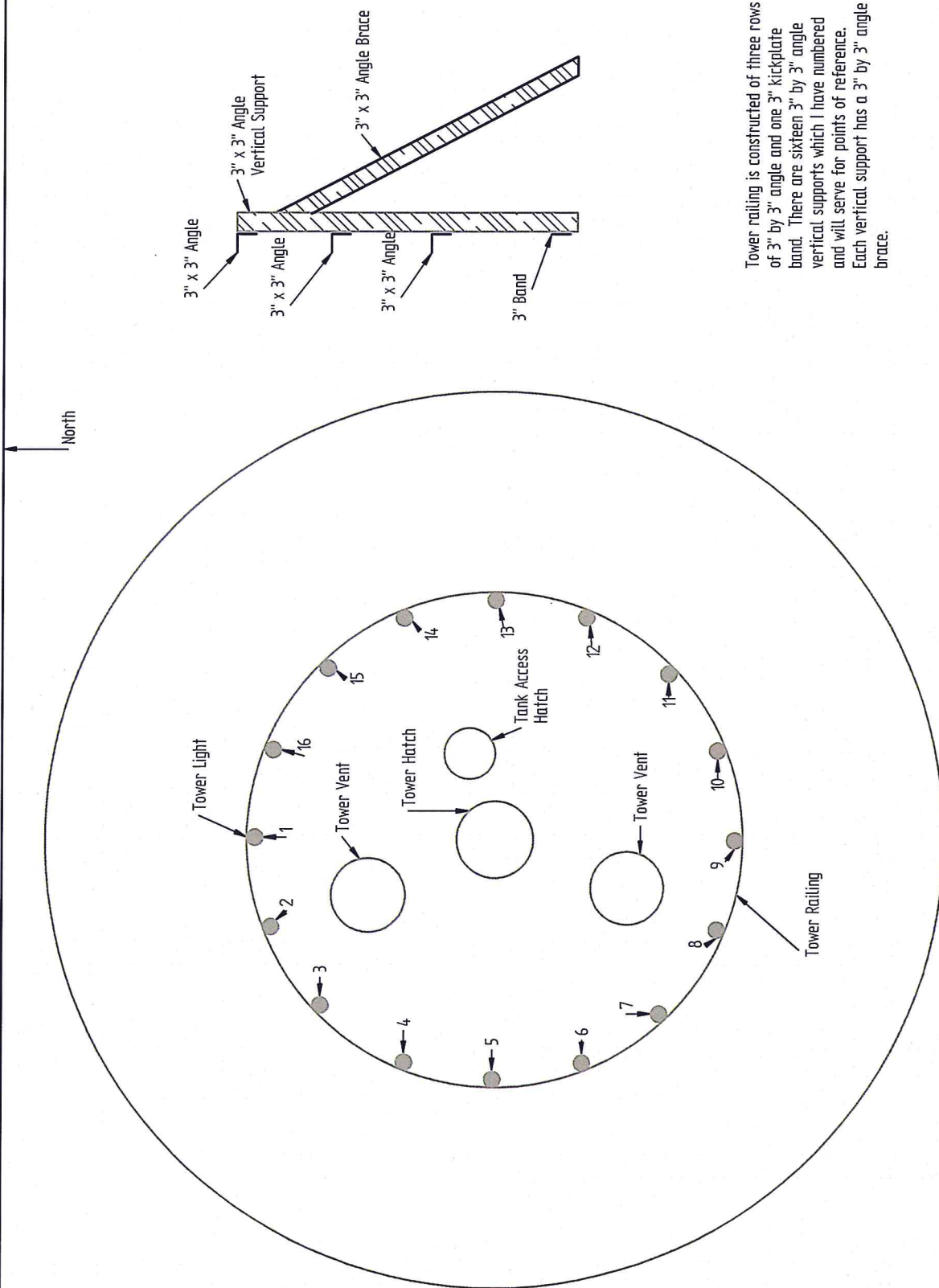
Project Number

Date

Project Address

Sheet Title
Tower Setup without Antennas

Sheet Number
A1



Revisions	
Activity	Date

Firm Name and Address
Nextera Wireless, LLC
5909 Baker Road, Ste 590
Minnetonka, MN 55345
952-564-6900

Project Name
Inver Grove Broderick Blvd WT

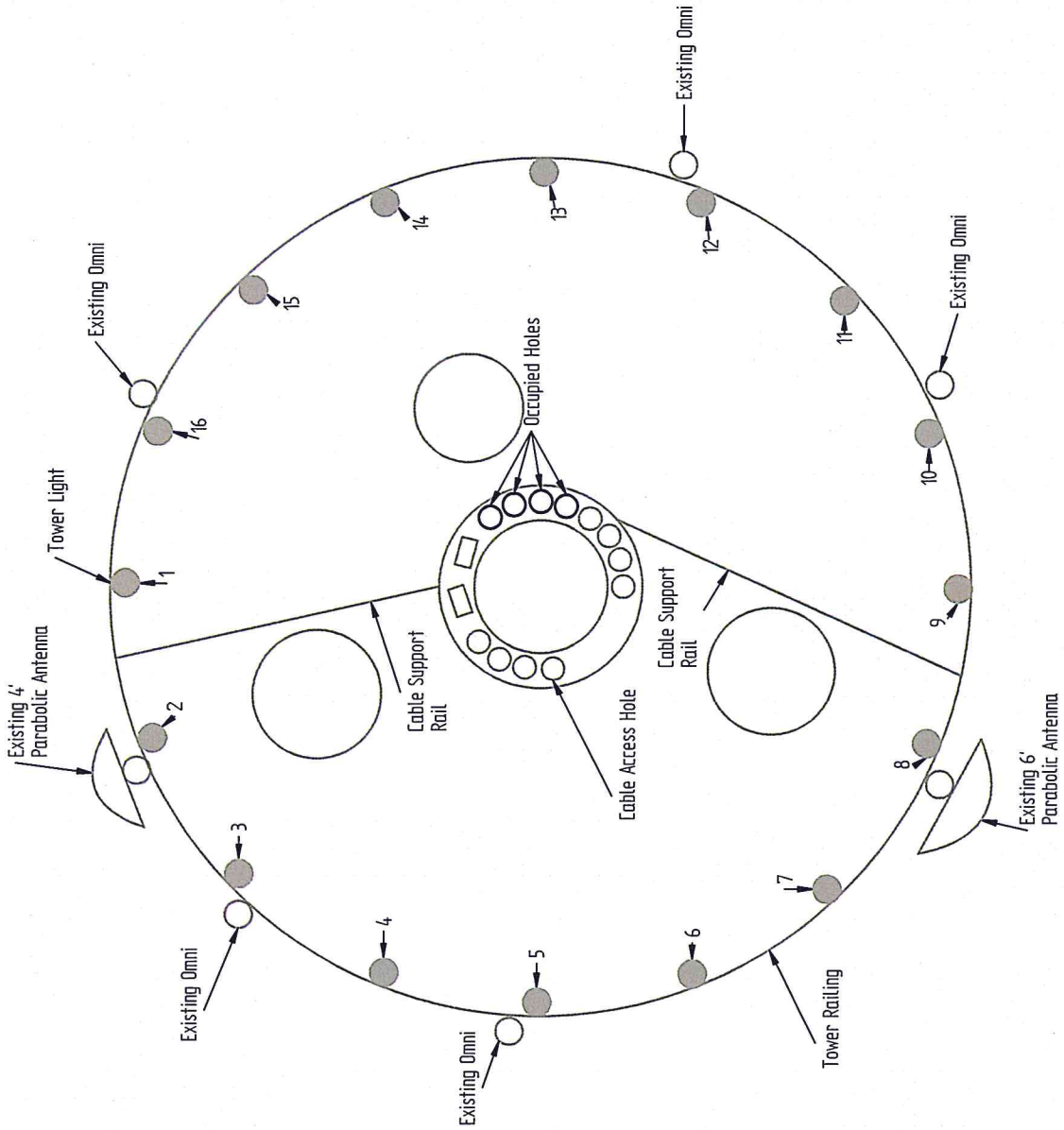
Project Number

Date

Project Address

Sheet Title
Oct 2010 Antenna Layout

Sheet Number
A2





Nextera Communications
 5909 Baker Road, Suite 590
 Minnetonka, MN 55345
 952-564-6900

Revisions	
Activity	Date
Increased separation between mounts	3/15/11

Firm Name and Address
 Nextera Wireless, LLC
 5909 Baker Road, Ste 590
 Minnetonka, MN 55345
 952-564-6900

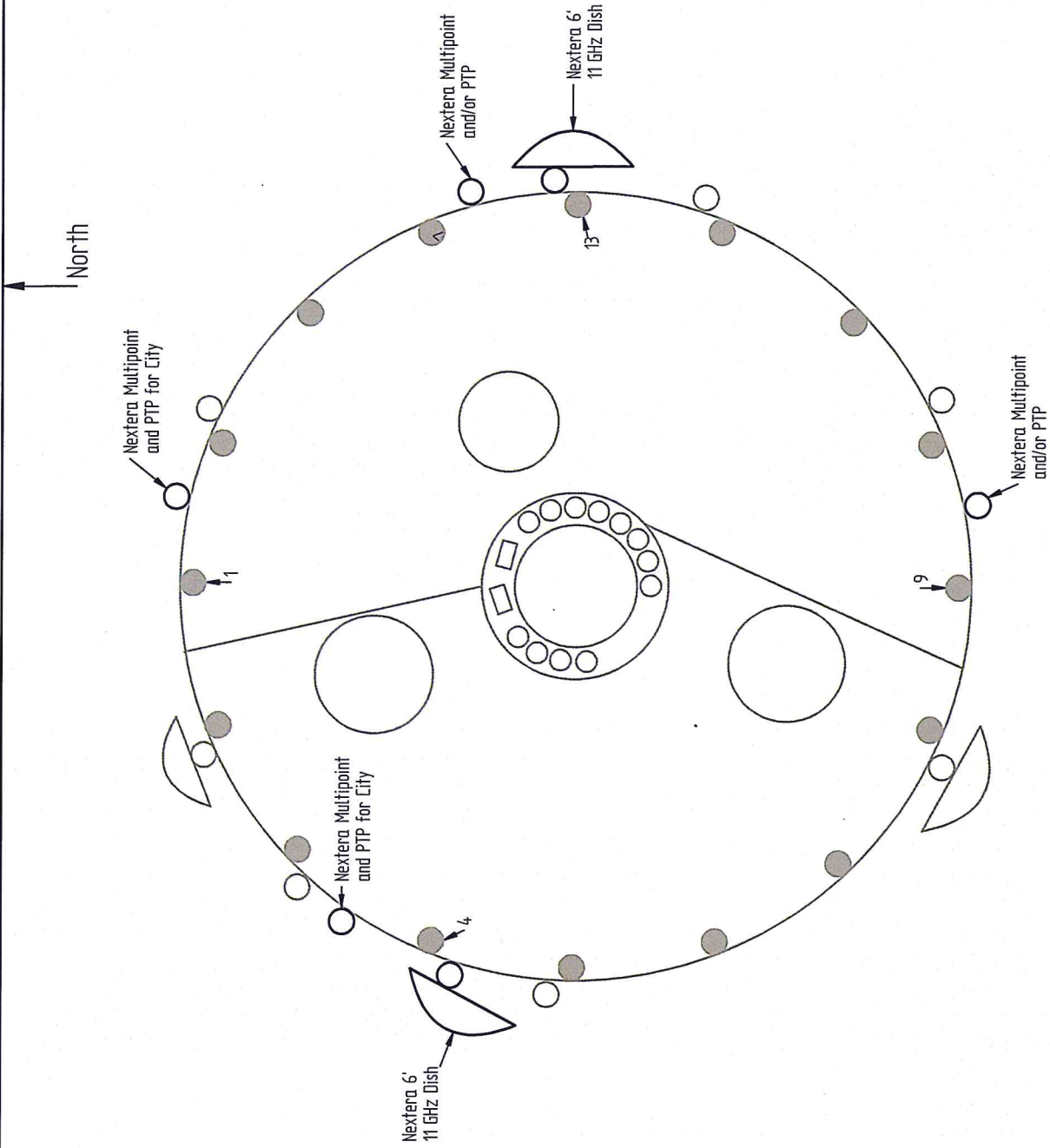
Project Name
 Inver Grove Broderick Blvd WT

Project Number

Date

Project Address

Sheet Title
Nextera Antenna Layout
Sheet Number
A3



Revisions	Activity	Date
Expanded Cable		8/15/11
Attachment Notes		

Firm Name and Address
Nextera Wireless, LLC
5909 Baker Road, Ste 590
Minnetonka, MN 55345
952-564-6900

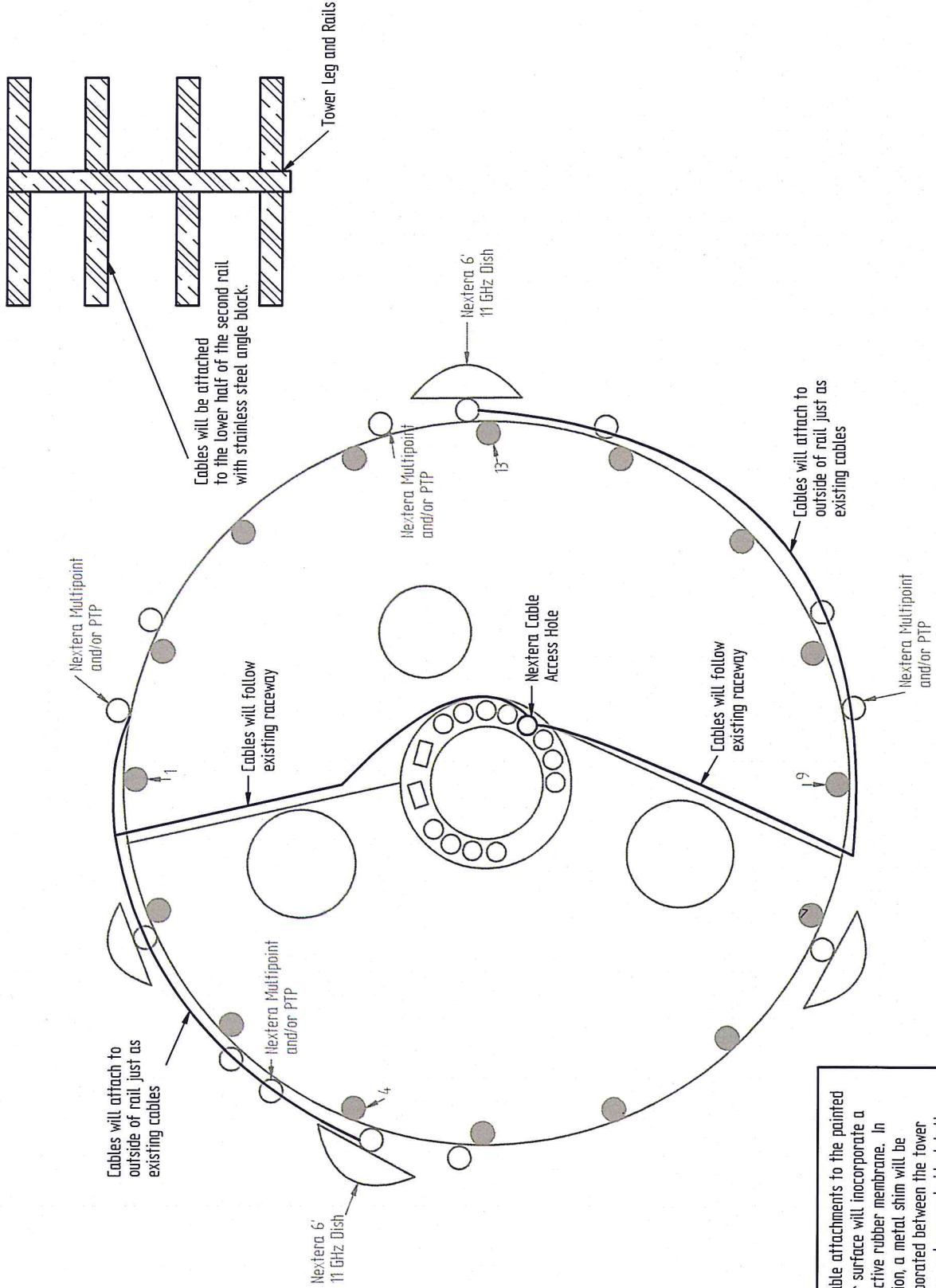
Project Name
Inver Grove Broderick Blvd W/T

Project Number

Date

Project Address

Sheet Title
Upper Tank Cable Layout
Sheet Number
A4



All cable attachments to the painted tower surface will incorporate a protective rubber membrane. In addition, a metal shim will be incorporated between the tower surface and any angle block bolt.



NEXTERA
 communications
 VOICE - DATA - VIDEO

5909 Baker Road, Suite 590
 Minnetonka, MN 55345
 952-564-6900

Revisions	
Activity	Date

Firm Name and Address
 Nextera Wireless, LLC
 5909 Baker Road, Ste 590
 Minnetonka, MN 55345
 952-564-6900

Project Name
 Inver Grove Broderick Blvd WT

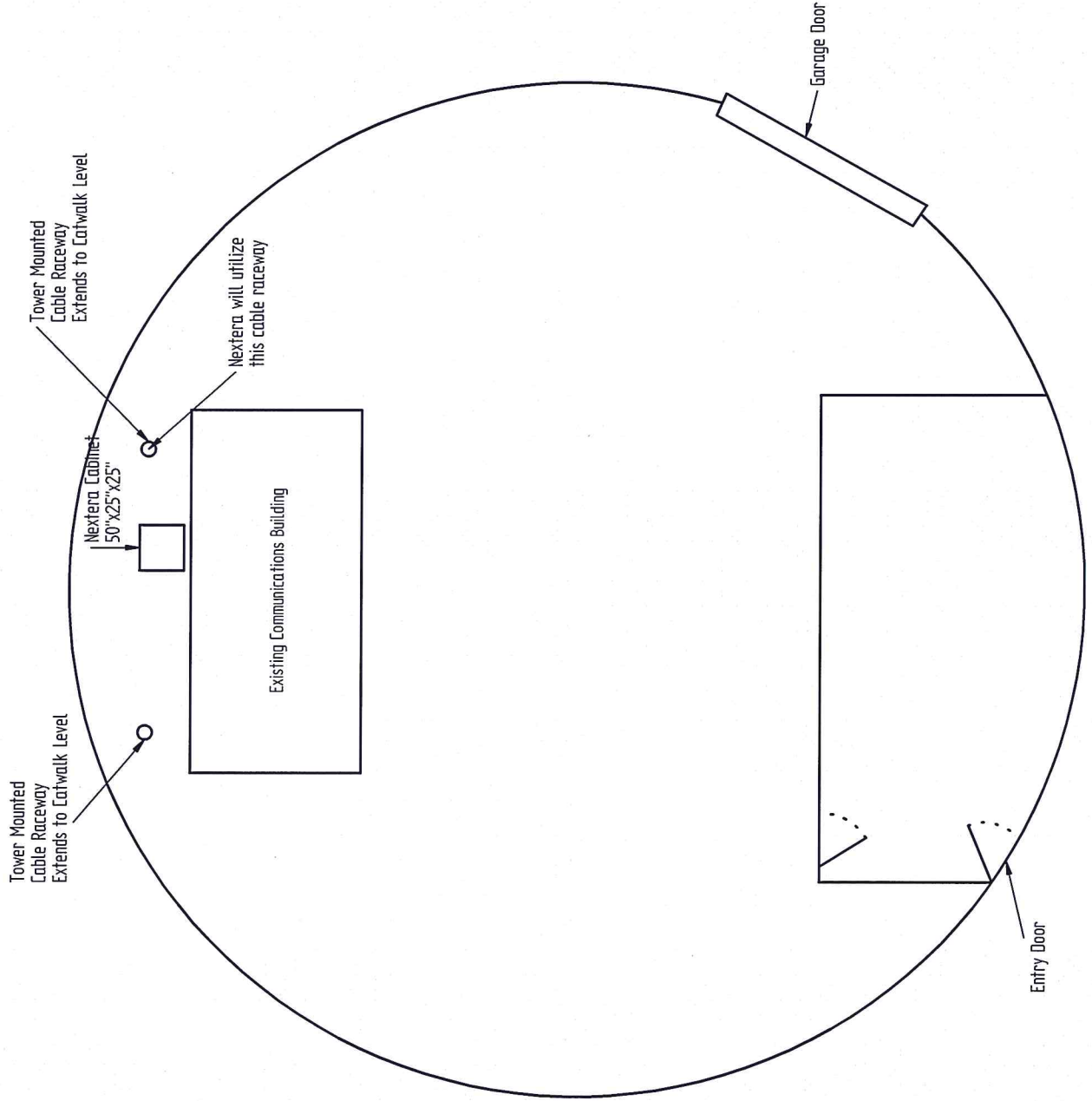
Project Number

Date

Project Address

Sheet Title
 Cabinet & Tower Base Detail

Sheet Number
 A5





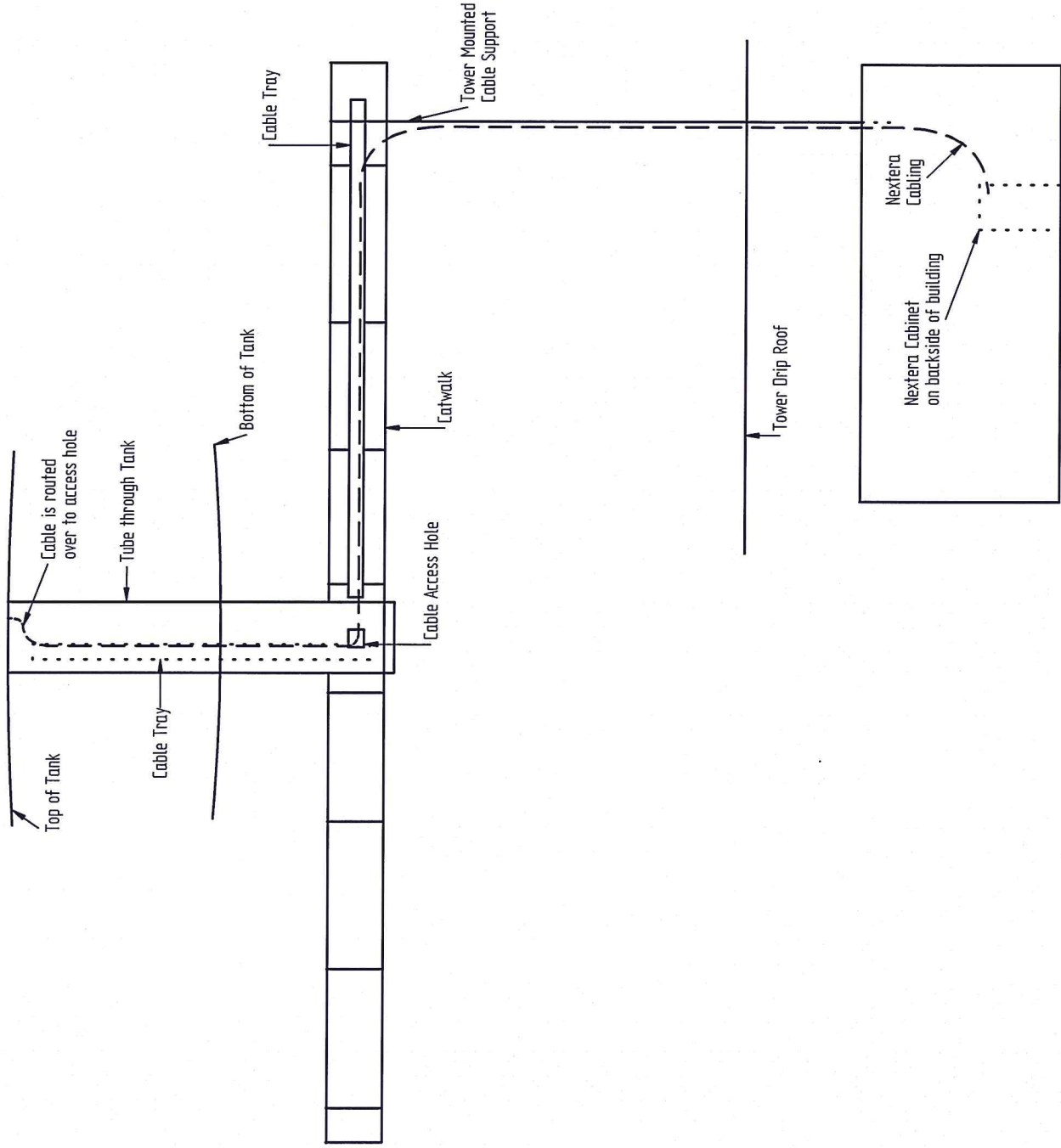
VOICE - DATA - VIDEO
Nextera Communications
 5909 Baker Road, Suite 590
 Minnetonka, MN 55345
 952-564-6900

Revisions	
Activity	Date

Firm Name and Address
 Nextera Wireless, LLC
 5909 Baker Road, Ste 590
 Minnetonka, MN 55345
 952-564-6900

Project Name	Inver Grove Broderick Blvd WT
Project Number	
Date	
Project Address	

Sheet Title	Drywell Cabling Detail
Sheet Number	A6

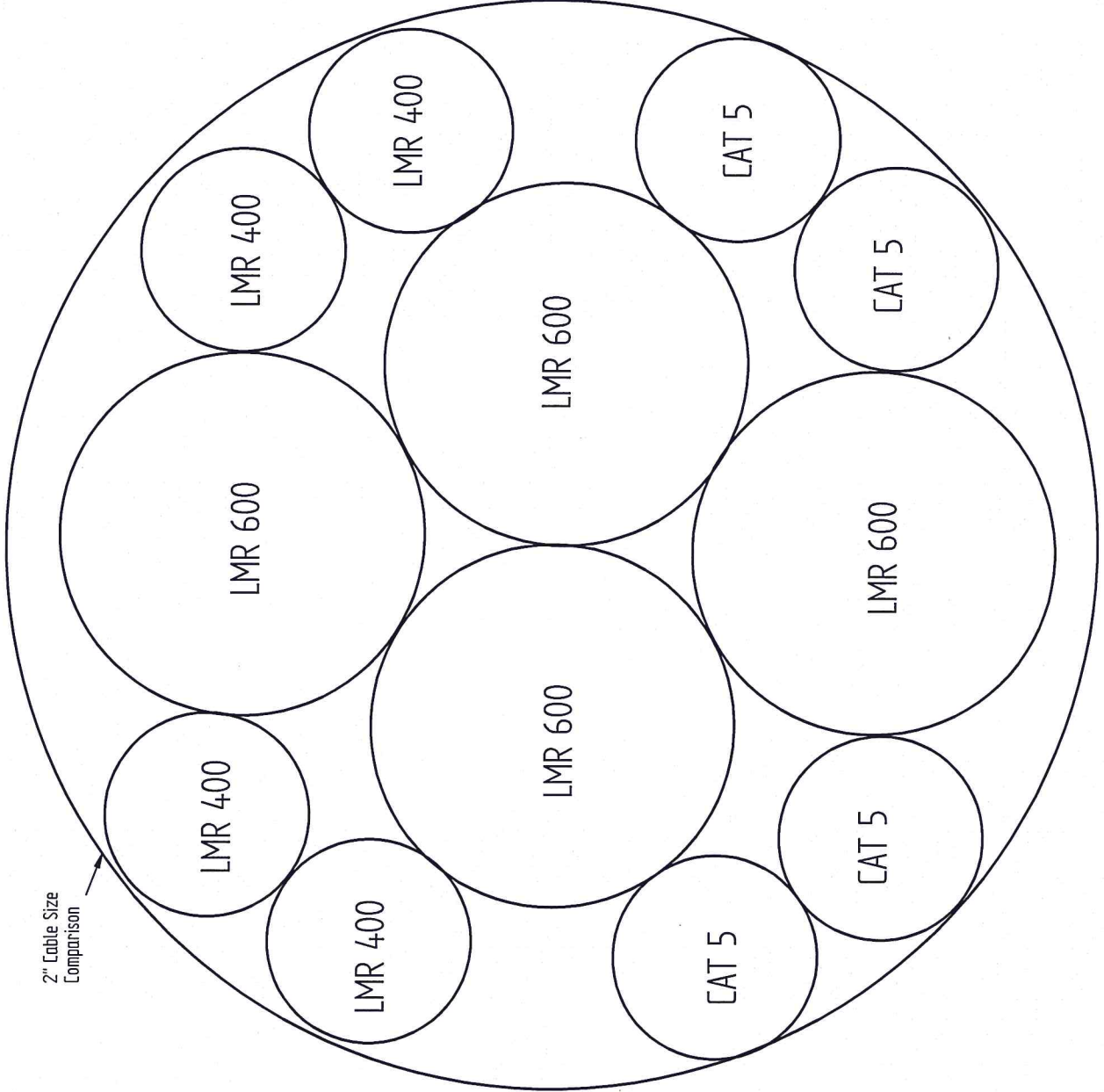


Revisions	Activity	Date

Firm Name and Address
Nextera Wireless, LLC
5909 Baker Road, Ste 590
Minnetonka, MN 55345
952-564-6900

Project Name	Inver Grove Broderick Blvd WT
Project Number	
Date	
Project Address	

Sheet Title	Cable Bundle Detail
Sheet Number	A7



Nextera will install a 12 cable bundle that is similar in diameter to the 2" cable commonly used by cell providers.

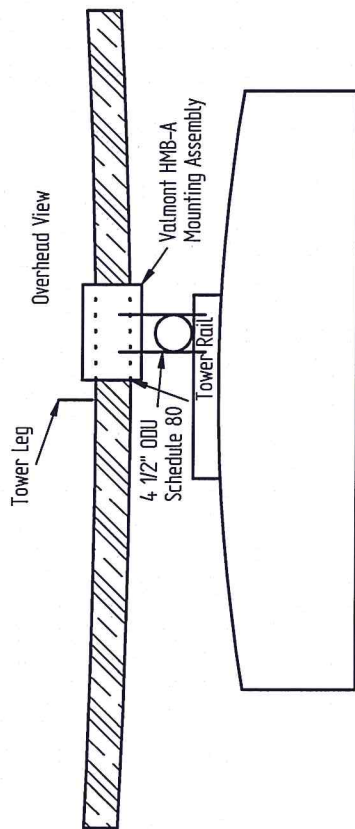
Cable Inventory:
 4- LMR 600 - Cable is 0.590" in diameter. Two lines will be used immediately for our licensed backhaul connections and two will be available for future deployments
 4- LMR 400 - Cable is 0.40" in diameter. All four lines will be used for multipoint gear.
 4- Cat 5 - Cable is 0.30" in diameter. Two lines will be used for PTP connections for the City and two will be available for future deployments.

Activity	Revisions	Date
HMB-A Mount		3/15/11

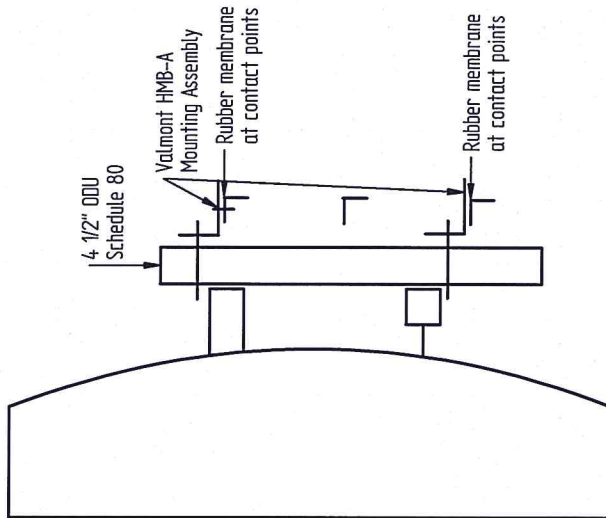
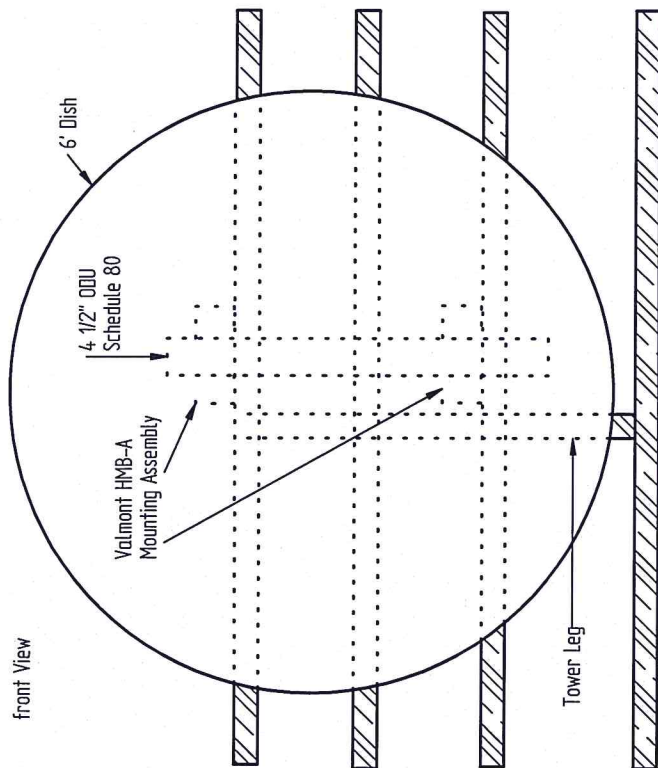
Firm Name and Address
Nextera Wireless, LLC
5909 Baker Road, Ste 590
Minnetonka, MN 55345
952-564-6900

Project Name	Inver Grove Broderick Blvd WT
Project Number	
Date	
Project Address	

Sheet Title	6' Dish Mounting Detail
Sheet Number	A8



Installation Note: A rubber membrane will be installed at all contact points with the tower surface. Pipe will have welded end caps.



Revisions	Activity	Date
1	Pipe height reduced	3/15/11

Firm Name and Address
Nextera Wireless, LLC
5909 Baker Road, Ste 590
Minnetonka, MN 55345
952-564-6900

Project Name
Inver Grove Broderick Blvd WT

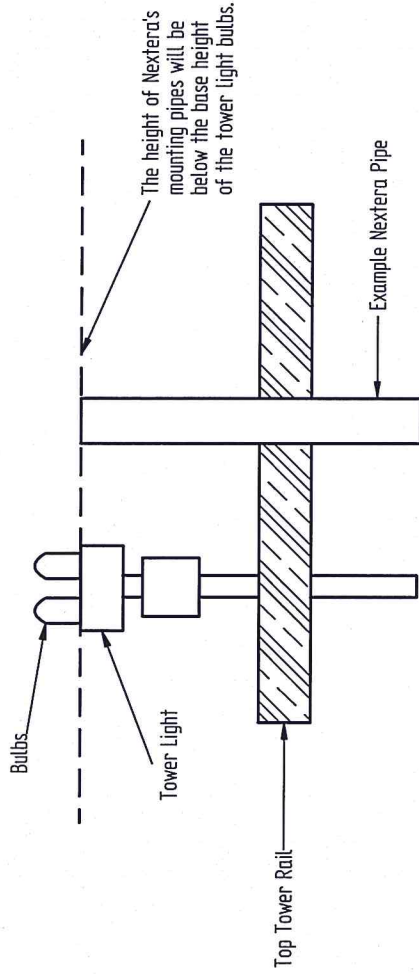
Project Number

Date

Project Address

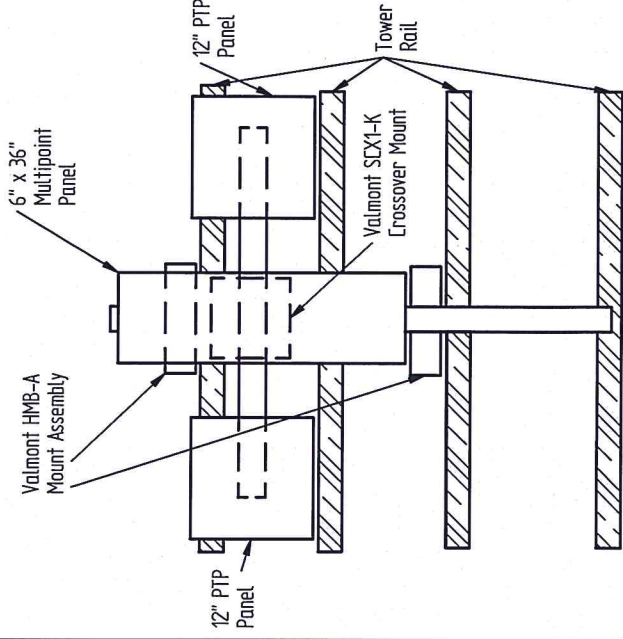
Sheet Title
Multipoint and PTP Layout

Sheet Number
A9

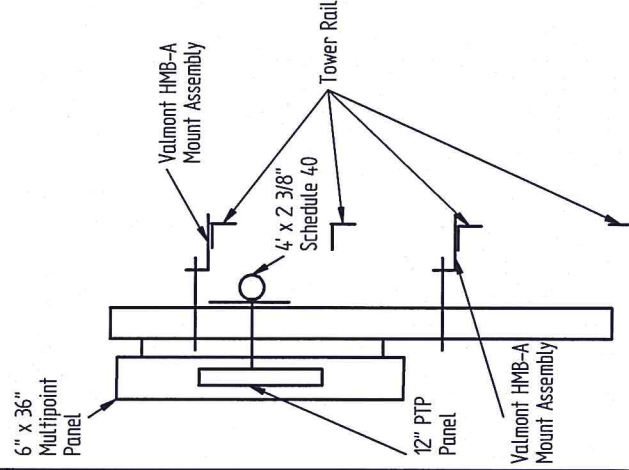


Installation Note: A rubber membrane will be installed at all contact points with the tower surface. Pipe will have welded end caps.

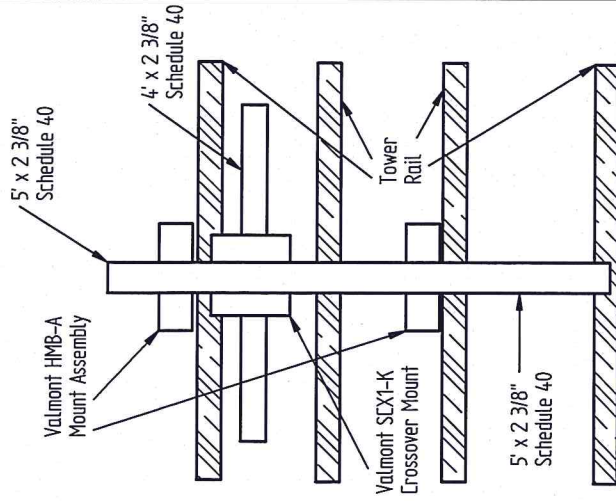
Front View with Antennas

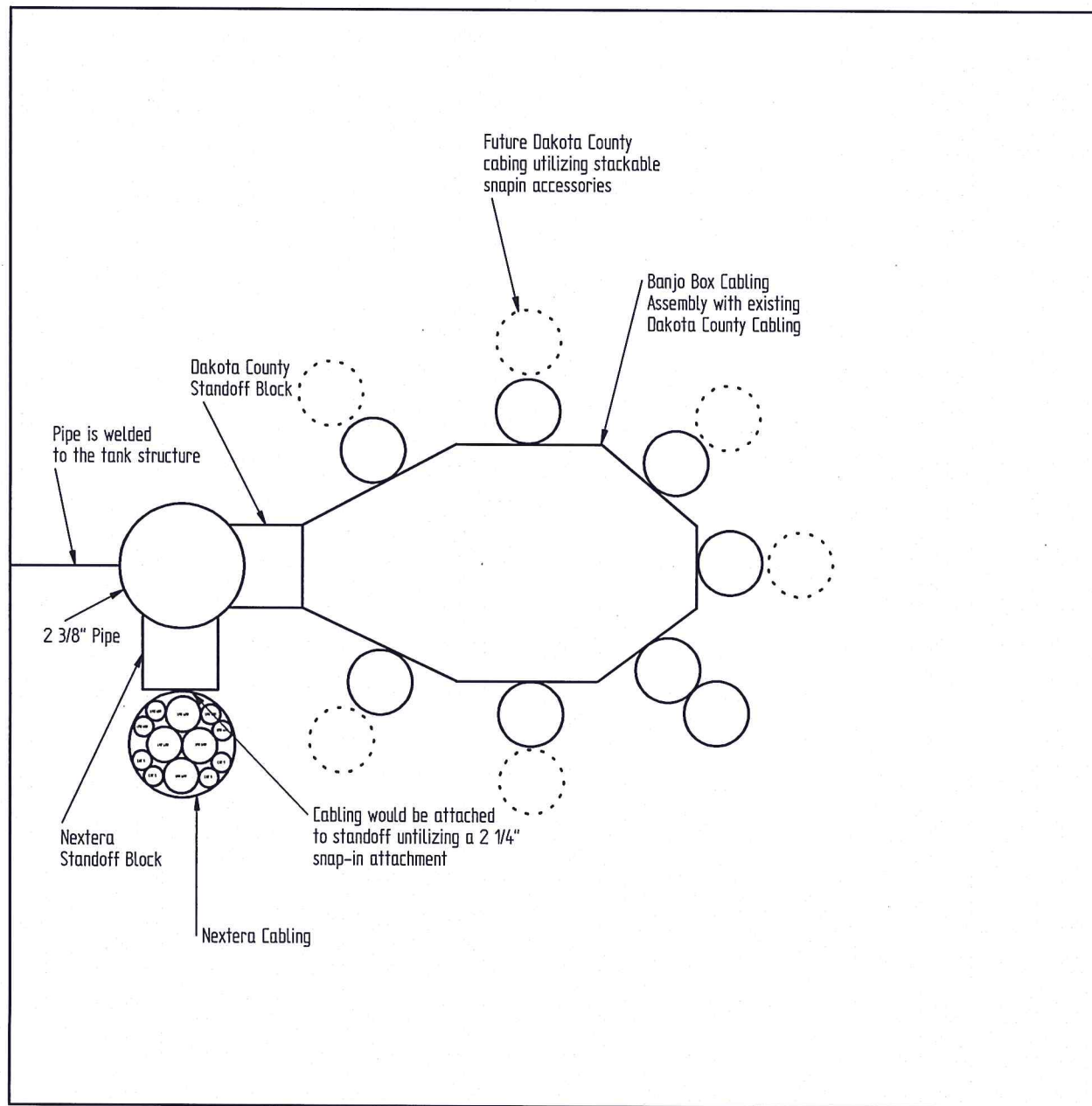


Side View with Antennas



Front View without Antennas/Structure Only





NEXTERA Communications
voice • data • video

5909 Baker Road, Suite 590
Minnetonka, MN 55345
952-564-6900

Revisions	
Activity	Date

Firm Name and Address
Nextera Wireless, LLC
5909 Baker Road, Ste 590
Minnetonka, MN 55345
952-564-6900

Project Name
Inver Grove Broderick Blvd WT

Project Number

Date

Project Address

Sheet Title
Vertical Cabling Pipe Detail

Sheet Number
A10

EXHIBIT C

Rent Calculations

<u>Calendar Year</u>	<u>Annual Rent</u>	<u>Quarterly Rent</u>
2011	\$ 1,000.00	\$ 250.00
2012	\$ 1,000.00	\$ 250.00
2013	\$ 1,050.00	\$ 262.50
2014	\$ 1,102.50	\$ 289.41
2015	\$ 1,215.51	\$ 303.88
2016		
<u>If renewed:</u>		
2017	\$ 1,276.28	\$ 319.07
2018	\$ 1,340.10	\$ 335.02
2019	\$ 1,407.10	\$ 351.78
2020	\$ 1,477.46	\$ 369.36
2021	\$ 1,551.33	\$ 387.83
<u>If renewed:</u>		
2022	\$ 1,628.89	\$ 407.22
2023	\$ 1,710.34	\$ 427.58
2024	\$ 1,795.86	\$ 448.96
2025	\$ 1,885.65	\$ 471.41
2026	\$ 1,979.93	\$ 494.98
<u>If renewed:</u>		
2027	\$ 2,078.93	\$ 519.73
2028	\$ 2,182.87	\$ 545.72
2029	\$ 2,292.02	\$ 573.00
2030	\$ 2,406.62	\$ 601.65
2031	\$ 2,526.95	\$ 631.74

The rent increase shall occur automatically without notice.

EXHIBIT D

Internet Services

Pursuant to Section 3 of this Lease, Nextera is to provide the described services and equipment to the following locations located in the City of Inver Grove Heights, Minnesota:

- | | |
|---|-------------------------------|
| 1. City Hall, 8150 Barbara Avenue East | 15 Mbps transport or internet |
| 2. Water Plant, 2015 75 th Street East | 15 Mbps transport |
| 3. Golf Maintenance Building,
8055 Barbara Avenue | 3 Mbps internet |
| 4. Inver Wood Golf Course
1850 70 th Street | 3 Mbps transport or internet |
| 5. Veteran's Memorial Community Center
8055 Barbara Avenue | 3 Mbps transport or internet |
| 6. Street Maintenance
8168 Barbara Avenue | 3 Mbps transport |



Request for Council Action

SUBJECT: **Resolution Approving a Variance from the Fence Height at 1260 105th Street**

MEETING DATE: August 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, granting a variance from the maximum allowed fence height for the property located at 1260 105th Street (Xcel Energy - Case No.24-26V).

- Requires 3/5th's vote
- 60-days: September 6, 2024

BACKGROUND

Xcel Energy is requesting a variance from the maximum fence height to construct a 10-foot-tall, chain link security fence around the perimeter of the property located at 1260 105th Street. The maximum fence height allowed by City Code is seven feet. The additional three feet of fence height is being requested to enhance physical security measures to lessen overall vulnerability against physical attacks of the gas distribution facility.

The proposed fence does not appear to have an adverse impact on the neighborhood or affect visibility along 105th Street. The property's use is an essential service. The property is unique due to the proximity to Rich Valley Park and a proposed regional trail which pose certain risks to both the essential service use and the safety and protection of the nearby community.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff: Staff recommends approval of the variance from the maximum fence height with the rationale listed in the attached Resolution.

Planning Commission: At the August 7, 2024, public hearing, the applicant was present and no members of the public testified. The Planning Commission unanimously recommended approval of the request.

ATTACHMENTS

1. Resolution of Approval
2. Planning Commission Recommendation
3. Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2024- 170

RESOLUTION APPROVING A VARIANCE TO ALLOW A FENCE 10 FEET IN HEIGHT
WHEREAS SEVEN FEET IS MAXIMUM ALLOWED BY CODE

CASE NO. 24-26V
Xcel Energy

Property located at 1260 105th Street and legally described as follows:

**That part of the N 1/2 N 1/2 SE 1/4 of Section 29,
Township 27 North, Range 22 West, Dakota County,
Minnesota, described as follows:**

Beginning at a point on the North line of
said Southeast Quarter a distance of 1365.00
feet West of the East Quarter corner of said
Section 29; thence South perpendicular to
said North line 170.00 feet; thence West and
parallel with said North line 150.00 feet;
thence North perpendicular to said North line
170.00 feet; thence East along said North line
50 feet; thence South perpendicular to said
North line 98 feet; thence East and parallel
to said North line 50 feet; thence North per-
pendicular to said North line 98 feet; thence
East to the point of beginning, subject to
County Road No. 73 over the Northerly 45 feet
thereof.

and

Lot 1 Block 1, NSP Rich Valley Station, Dakota County MN

WHEREAS, the applicant is requesting a variance from City Code Title 10, Chapter 15,
Section 12 restricting fences to seven feet maximum height;

WHEREAS, the afore described property is zoned A, Agricultural;

WHEREAS, a Variance may be granted by the City Council from the strict application of
the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in
the variance so granted where practical difficulties or particular hardships result from carrying out
the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request
on August 7, 2024 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- b. The variance request does not appear to have any adverse impacts on the neighboring properties or affect visibility along 105th Street.
- c. The property is unique due to the proximity to Rich Valley Park and a proposed regional trail which pose certain risks to both the essential service use and the safety and protection of the nearby community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a ten-foot-tall fence is hereby approved subject to the following condition(s):

1. The fencing shall be consistent with the site plan on file with the Planning Department.

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 26th day of August, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**DRAFT
RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 7, 2024

SUBJECT: Variance from the maximum fence height allowed at the property located at 1260 105th Street East. (Xcel Energy – Case No. 24-26V)

Reading of Public Notice

Secretary Presley read the Public Hearing Notice.

Presentation of Request

Associate Planner Botten presented a summary of the staff report.

Staff recommends approval with the listed condition, as the proposed 10-foot fence would ensure the protection of an essential service and does not appear to have an adverse impact on the neighborhood or road visibility.

Planning Commission Discussion

Commissioner Teiken clarified that this is a different site from the recently approved Xcel Energy site.

Commissioner Hunting mentioned that higher fencing was required at that site, and asked if higher fencing was required for this site. Associate Planner Botten stated that there are differences between the two sites, but that the 10-foot-high fence is a recommendation at both sites.

Opening of Public Hearing

Brian Sullivan & Sydney Gabriel, 414 Nicollet Mall, Minneapolis, Xcel Energy, Applicant, stated that they received and understood the staff report. Mr. Sullivan stated that a few years ago, in response to an uptick in trespassing incidents at energy facilities nationwide, FERC (Federal Energy Regulatory Commission) issued requirements for utility providers to improve facility security. Xcel Energy then hired a consultant who provided recommendations based on perceived risk at each location, and the proposal is in line with those recommendations.

Chair Weber questioned why the fencing is not weaved. Mr. Sullivan said that open chain links are being used to maintain site visibility.

Commissioner Teiken questioned whether the FERC issued recommendations or requirements. Mr. Sullivan stated that the FERC issued rules, which Xcel Energy are following.

Chair Weber closed the Public Hearing.

Planning Commission Discussion

Commissioner Teiken stated that this is an essential service and is in favor of approving.

Commissioner Hunting stated that she is also in favor of approving due to the site's specific nature.

Planning Commission Recommendation

Motion by Hunting, Second by Wippermann, to approve a Variance to allow a fence ten feet tall whereas seven feet is the maximum height allowed by City Code subject to the one condition listed in the staff report.

Ayes: 8

Nays: 0 Motion Carried.

The item is tentatively scheduled to go before the City Council on August 26, 2024



Planning Commission Report

MEETING DATE:	August 7, 2024
CASE NO:	24-26V
APPLICANT:	Xcel Energy
PROPERTY OWNER:	Northern States Power Company
REQUEST:	Variance from Fence Height
LOCATION:	1260 105th Street
COMPREHENSIVE PLAN:	RDR, Rural Density Residential
ZONING:	A, Agricultural District
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

- Variance to allow a ten-foot-tall chain link fence whereas seven feet is the maximum height allowed.

BACKGROUND

Xcel Energy is requesting a Variance from the maximum fence height to construct a ten-foot-tall, chain link security fence around the perimeter of the property located at 1260 105th Street. The maximum fence height allowed by City Code is seven feet. The additional three feet of fence height is being requested to enhance physical security measures to lessen overall vulnerability against physical attacks of the gas distribution facility.

EVALUATION OF REQUEST

SURROUNDING USES

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

North	Rich Valley Park	Zoned: P, Public/Institutional	Guided: Public Open Space
West, East and South	Property Owned by Flint Hills and Large Lot Residential	Zoned: A, Agricultural District	Guided: Rural Density Residential

VARIANCE REVIEW

Title 10, Chapter 15, Section 12 states that the maximum fence height shall not exceed seven feet (7') in height. The applicant is proposing to construct a ten foot (10') tall chain link fence around the

perimeter of the property.

City Code Title 10, Chapter 3. Variances, states that the City Council may grant Variances when they are in harmony with the general purposes and intent of the Zoning Ordinance and consistent with the Comprehensive Plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested Variance, the City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. The Variance request is in harmony with the general purpose and intent of the City Code and consistent with the Comprehensive Plan.

The use of the property is an essential service, which is a permitted use in the Agricultural zoning district. The site is currently protected by a chain link fence. A taller fence with one inch chain link openings installed for security purposes appears to be in harmony with allowing essential service uses in residential areas.

2. The property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance.

The essential service use on the property of a gas distribution center has an existing chain link fence that is subject to security risks due to its height and size of the grid openings, which allows for easier scaling of the fence. The security upgrades include installing a new fence around the facility that will discourage unauthorized access; improve safety; and prevent damage to the equipment inside. There is no barbed wire proposed, only a 10-foot-tall fence with smaller opening chain link.

3. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

The property is unique due to the proximity to Rich Valley Park and a proposed regional trail, which poses certain risks to both company assets and the safety and protection of the nearby community. The proposed ten-foot-tall fence would discourage unauthorized access, improve safety, and prevent damage to the equipment inside.

4. The Variance will not alter the essential character of the locality.

One of the functions of height requirements is the aesthetic qualities from street and neighboring views. Staff does not believe the additional height would alter the essential character of the neighborhood as the closest neighboring home is over 300 feet to the east and the closest use at the park is a parking lot located across Rich Valley Boulevard, over 100 feet away.

5. Economic considerations alone do not constitute an undue hardship.

Economic considerations do not appear to be a basis or a sole basis for this request.

ALTERNATIVES

The Planning Commission has the following actions available for the proposed request:

A. Approval. If the Planning Commission finds the request acceptable, the Commission should make the following recommendations:

- Approval of the Variance to allow a fence ten feet tall whereas seven feet is the maximum allowed by City Code subject to the following condition:

1. The fencing shall be consistent with the site plan on file with the Planning Department.

Rationale: The proposed ten-foot chain link fence does not appear to have an adverse impact on the neighborhood or affect visibility along 105th Street. The property's use is an essential service. The property is unique due to the proximity to Rich Valley Park and a proposed regional trail which pose certain risks to both the essential service use and the safety and protection of the nearby community.

B. Denial. If the Planning Commission does not support the request, the Commission could recommend denial of the proposed request. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

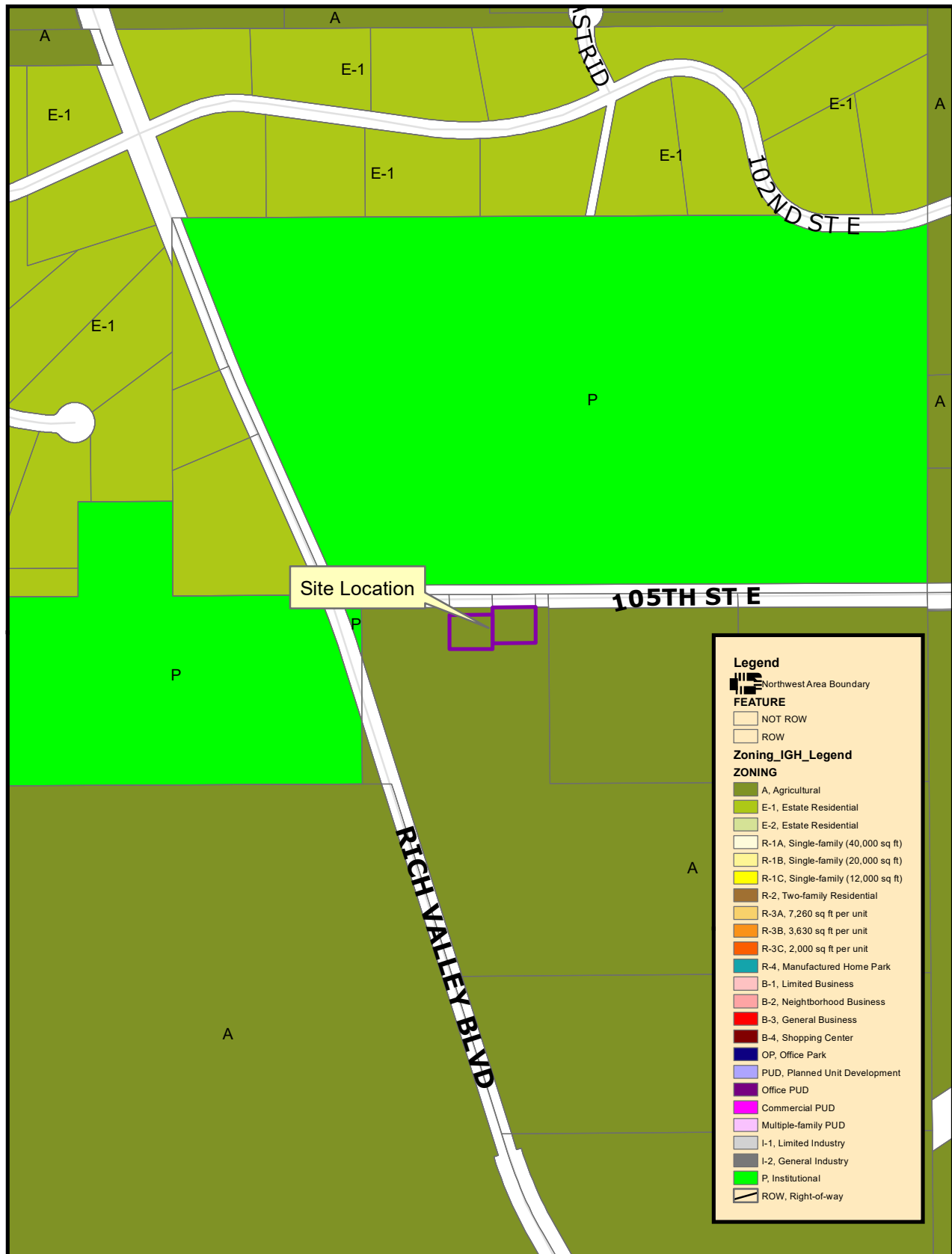
Based on the information in the preceding report and the condition listed in Alternative A, staff is recommending approval of the Variance as presented.

ATTACHMENTS

1. Zoning and Location Map
2. Narrative
3. Site Plan



Case No. 24-26V 1260 105th Street



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map

July 8th , 2024

Planning and City Council Members
City of Inver Grove Heights – Permits & Inspections
8150 Barbara Ave
Inver Grove Heights, MN 55077
Heather Botten and Jordan Doucette

Variance Request – Fence Height
Xcel Energy Gas Distribution Facility
Address: 1260 105th St E
PID: 200290075014 and 205120001010

To the Planning and City Council Members of Inver Grove Heights,

Ensuring the natural gas distribution system is secure from cyber and physical threats is a top priority for Xcel Energy and our partners across the natural gas industry. As advancements in technology is deployed, this responsibility grows. This technology uses several devices that are interconnected, and it is critical that we not only keep the devices secured, but also safeguard the connection and information being transmitted. Various security measures have been developed and are in place to help Xcel Energy deliver on our commitment to operational excellence.

To ensure the protection of employees, contractors, the general public, and company property and equipment Xcel Energy has adopted measures to ensure the safe operation of our facilities. The gas facility and the structures and devices that support the facility are an integral part to the delivery of gas to our customers. The risk of interrupted service and injury is high for unauthorized access to our equipment. Only specially trained and equipped personnel may enter these areas.

In response to the obligation to increase security at our facilities, Xcel Energy implemented new fence standards for securing properties. The new fence standards increase the difficulty of gaining unlawful access into the property. Analysis has shown that increasing the fence height to 10' and limiting the mesh size to openings that are less than 1" increases the difficulty of scaling the fence - deterring unauthorized access into the property. Another safety consideration is the ability to visually survey the facility prior to entering the fenced area. In the case of an emergency or unlawful trespass first responders and Xcel Energy employees need the ability to evaluate the situation prior to entering the facility.

Recent inspections by Xcel Energy identified the need to implement security measures that will reduce the possibility of unauthorized access to the property and equipment located at 1260 105th St E. Located on the property are regulator stations that reduce pressure of the natural gas so that it can be safely used by businesses and residents in the community. Also located at the facility is a renewable gas facility, which inserts gas collected from the nearby landfill and inserts into the natural gas distribution system.

Xcel Energy is proposing to construct a new security fence around the facility with a height of 10'. The fence material will be 9-gauge galvanized chain link with 1" openings. The fence upgrades are part of Xcel Energy's comprehensive efforts to secure our gas facilities in the communities we serve. The specific provision in the City Code in which this variance is requested is 10-15-12, Section B: Yard Fences, Part 1: "All fences constructed in other areas than the front yard and corner lot side yard clearance areas may be no more than seven feet (7') in height." The 7' height standard is difficult to comply with as a 7' fence does not provide an adequate amount of security for a facility that has natural gas equipment and could prove to be dangerous to individuals who enter without necessary safety equipment or training. This variance is in harmony with the goals of the ordinance in maintaining the character of the area as well as to promote health safety and welfare of the public. The Comprehensive Plan of the city is also consistent with our request as the plan outlines the importance of utility upkeep to prevent community risk and environmental harm. By replacing the fence around our facility, we seek to maintain the community development standards of safety and community wellness.

Xcel Energy (Northern States Power Co.) is the owner of this property. The contact information for Xcel is an address of 414 Nicollet Mall, Minneapolis, MN 55401, and a phone number of 612.216.9229. The property is rectangular in shape and approximately 6,750 square ft. in size. The legal description is attached.

The property is bounded by 105th Street E to the north, and agricultural fields to the west and south, and a proposed regional trail to the east and large lot residential beyond the trail. North of 105th Street E is the Rich Valley Athletic complex, which brings in large amounts of pedestrian traffic. A new regional trail is proposed to be constructed to the east of the facility, increasing the visibility and access to the facility. Currently, the existing chain link fence is approximately 7' tall and is subject to security risks due to its height and size of the grid openings that allows for easier scaling of the fence. The security upgrades include installing a new fence around the facility that will discourage unauthorized access; improve safety; and prevent damage to the equipment inside. The situation is unique to our facility because as a gas distribution center, there are multiple ways in which unauthorized individuals could disrupt the supply of natural gas and could cause injury to themselves. This property's proximity to a large athletic facility and regional trail, poses certain risks to both company assets and the safety and protection of the nearby community. The practical difficulty that exists at this location is the concern of safety and security. With plentiful pedestrian and vehicular traffic nearby, there is risk to the facility and Xcel Energy employees and the public with the current fence in place. The grant of a variance will not diminish the essential character of the surrounding properties. There is already an existing chain link fence on the property, and upgrading to a slightly taller and newer fence would promote the health, safety and welfare of the community and improve the aesthetic quality of the property. With farm and athletic fields to the south, west and north and a new pedestrian trail separating the residential use to the east, the essential character of the neighborhood will not change and impacts to surrounding properties is minimal.

The estimated valued of the fence improvements is approximately \$45,000 for all construction materials and labor costs. Overall, Xcel Energy is requesting the following variance to the fence ordinance.

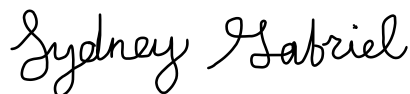
- Replace the existing fence with a 10 foot, 9-gauge fence. The fence will be constructed with of 11-gauge, 1" Galvanized Diamond Mesh Chain-Link. Fence flashing is to be 24 GA with a 1" hem top and bottom mounted outside of fence on top. All pipe material is SCH. 40. All gate connections are welded and designed to open outward. There will be a pipe/tension bar installed to fill the gap between the gate and gate post. Crushed rock will be placed up to the fence along both sides of the entire perimeter to prevent the entrance of small animals to the facility. Xcel Energy requests that the variance lasts for the life of the gas facility..

The existing gas facility is an approved use and is an essential service that supplies natural gas to the business and residents of Inver Grove Heights and the surrounding communities. The security upgrades proposed will help ensure the safety of the public and employees of Xcel Energy; and help provide safe and reliable power for years to come. Attached for your review and approval is variance application, site plan and photos of the property. Xcel Energy respectfully requests your approval of our variance request.

Furthermore, this facility will be maintained and inspected at regular intervals and operated to ensure reliable delivery of natural gas and this fence will be able to have regularly scheduled maintenance checkups to ensure the secureness of the area, repair any potential damages, and do regular upkeep of the facility.

The three conditions of uniqueness to the property, the project remaining consistent with public interest, and lack of reasonable use without the variance are covered in our project description. In terms of being unique to the property, the site contains an essential service. With the implementation of new security standards and the construction of a new trail near the property, there is a strong need to secure the property. This project is not contrary to the public interest as the proposed facility supports these interests by providing safe and reliable nature gas to the surrounding community. By adding a 10' fence, Xcel seeks to further protect the public interests of safety, security, and reliability of an essential service. Last, there is no reasonable use of the land without the variance. Without the ability to prevent unlawful access the facility, the reasonable use of the land as an essential service and protecting the facility from unlawful access is non-existent. Not only does this fence provide secureness for our facility, but it promotes community safety and increased insurance of protection from potentially harmful machinery that exists within a natural gas facility. It is paramount to keep this area safe and protected, hence the need for a 10' fence.

Regards,



Sydney Gabriel
Xcel Energy Siting and Land Rights
P: (612) 216-9229
E: sydney.gabriel@xcelenergy.com



Brian Sullivan
Siting and Land Rights
P: 612.216.8083 | C: 612.366.0234
E: brian.e.sullivan@xcelenergy.com

Legal Description of the Property

That part of the N 1/2 N 1/2 SE 1/4 of Section 29,
Township 27 North, Range 22 West, Dakota County,
Minnesota, described as follows:

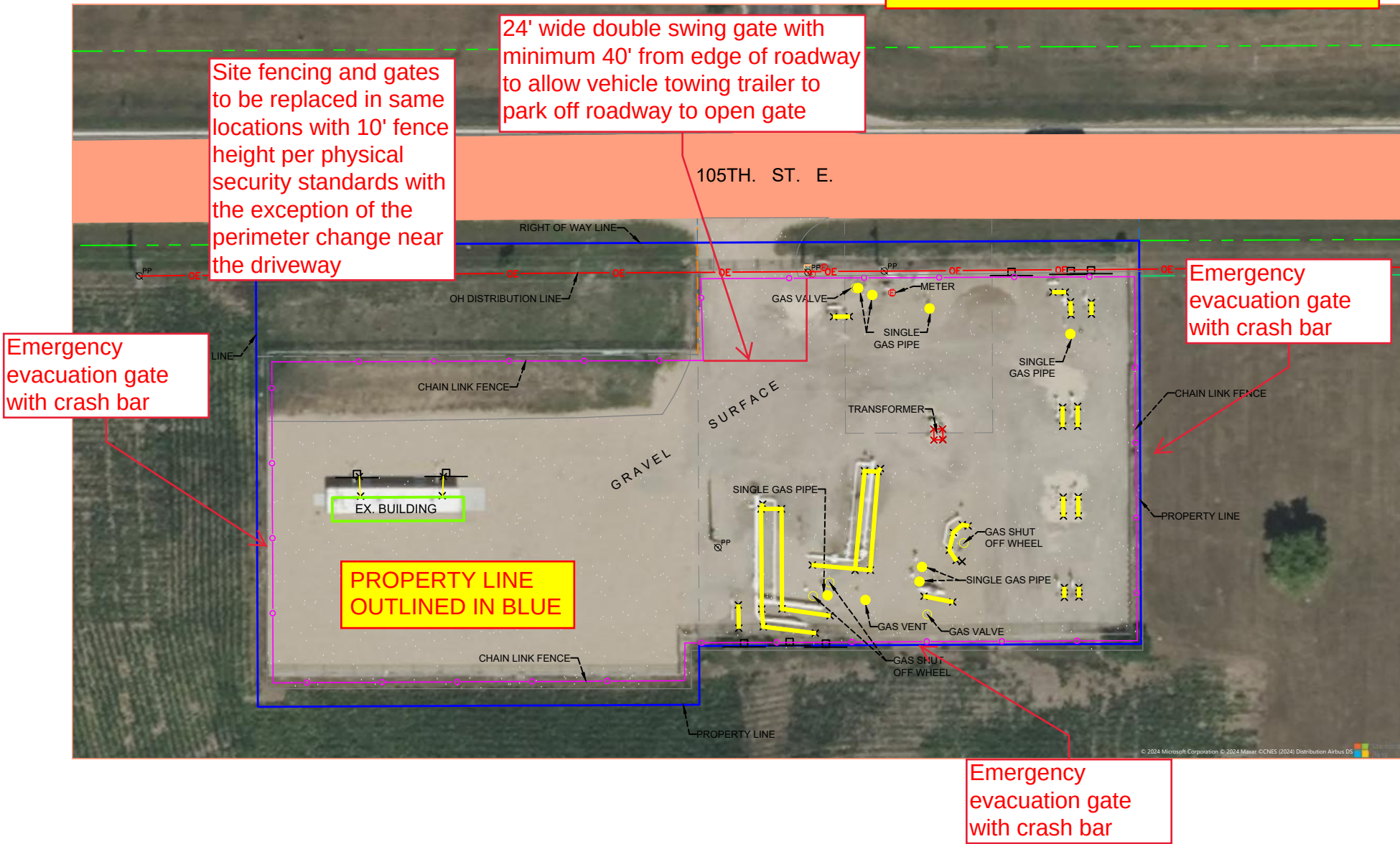
Beginning at a point on the North line of
said Southeast Quarter a distance of 1365.00
feet West of the East Quarter corner of said
Section 29; thence South perpendicular to
said North line 170.00 feet; thence West and
parallel with said North line 150.00 feet;
thence North perpendicular to said North line
170.00 feet; thence East along said North line
50 feet; thence South perpendicular to said
North line 98 feet; thence East and parallel
to said North line 50 feet; thence North per-
pendicular to said North line 98 feet; thence
East to the point of beginning, subject to
County Road No. 73 over the Northerly 45 feet
thereof.

and

Lot 1 Block 1, NSP Rich Valley Station, Dakota County MN

PID NO.: 20-02900-75-014
20-51200-01-010

ADDRESS: 1260 105 ST. E.
INVER GROVE HEIGHTS,
MN 55077





Request for Council Action

SUBJECT: **Resolutions Approving a Plat, Conditional Use Permit, Vacation of Certain Easements, and Development Contract for Expansion of a Car Dealership at 1290 50th Street**

MEETING DATE: August 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to approve the following requests for the property located at 1290 50th Street (RJ Ryan Construction - Case No. 24-19SC):

1. Preliminary and Final Plat and Development Contract for a one lot subdivision (Requires a 3/5th vote)
 2. Vacation of a drainage and utility easement and a roadway easement (Requires a 4/5th vote)
 3. Conditional Use Permit Amendment to expand the automobile and off highway vehicle sales lot by adding a new building along with other site improvements; (Requires 4/5th vote)
- 60-day deadline: October 15, 202 (2nd 60-days)

BACKGROUND

The applicant is requesting a Conditional Use Permit (CUP) amendment to add a 13,900 gross square foot building and parking lot improvements on the existing car dealership property. The site currently consists of one lot and one outlot. The parcels are proposed to be platted into a one lot subdivision. With the platting of the parcels, vacation of an existing internal drainage and utility easement is proposed along with vacating an old roadway easement that runs through the property.

The proposed building and parking lot improvements comply with setback and zoning code requirements. Access to the site is not changing; there is one access off 50th Street along the north side of the property.

A development contract is required to address site improvements and stormwater ponds. The developer is required to enter into a contract with the City addressing the improvements and construction on site. A letter of credit equal to 125% of the cost of these improvements is required before permits are issued. This requirement assures the City that these improvements will be constructed to the satisfaction of the City.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff: Planning and Engineering staff recommend approval of the request as presented with the conditions listed in the attached Resolutions.

Planning Commission: The Planning Commission reviewed the request at their July 16 meeting and recommended approval of the request (7-0).

ATTACHMENTS

1. Resolution - Plat
2. Resolution Vacating D & U Easement
3. Resolution Vacating Roadway Easement
4. Resolution - CUP
5. Development Contract for Plat of Whitaker Addition
6. Planning Commission Recommendation
7. Planning Report

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

RESOLUTION NO. 2024-171

**A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT AND DEVELOPMENT
CONTRACT FOR THE PLAT OF WHITAKER 2nd ADDITION**

CASE NO. 24-19CS

WHEREAS, a Preliminary and Final Plat application has been submitted to the City for property legally described as;

Lot 1, Block 1, and Outlot A, WHITAKER ADDITION, Dakota County, Minnesota

WHEREAS, the real property described above is being replatted as Lot 1, Block 1, WHITAKER 2ND ADDITION, Dakota County, Minnesota; and

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on July 16, 2024;

WHEREAS, the final plat is consistent with the preliminary plat and conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that the Preliminary Plat, the Final Plat and Development Contract for the plat of Whitaker 2nd Addition are hereby approved subject to the following conditions:

1. Prior to release of the Plat to Developer, Developer shall execute the approved Development Contract and any other related agreements, subject to any revisions as may be required by the City Engineer and City Attorney.
2. Prior to release of the Plat to Developer for recording, the Developer shall provide the City with the fully executed Development Contract and shall pay to the City all required fees, escrow, and surety amounts.
3. The final plat and development contract, along with the Notice of Completion of Vacation for the vacation of certain drainage and utility easements and a roadway easement shall be recorded with Dakota County within ninety (90) days of City approval and signature of the Final Plat, and in any event prior to any work

commencing on the site. Failure to record the plat within 90 days shall render this approval of the plat null and void unless the Council grants an extension of time to record the plat.

4. A park dedication fee equal to \$26,740 (\$7,000 x 3.82 acres, which is the size of Outlot A, WHITAKER ADDITION) shall be paid to the City prior to release of the final plat. No park dedication fees have previously imposed on or received from this property. The City Council hereby determines that the park dedication fees established by City Code and listed in the City's fee schedule and the calculation of park dedication fees for this subdivision/replat as outlined above are appropriate, and further finds that an essential nexus exists between the fees imposed and the city purpose sought to be achieved by the fee, and that the fees bear a rough proportionality to the need created by the proposed subdivision/replat of the Property.
5. The plat shall be subject to any comments received by MnDOT.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and City Clerk are hereby authorized to execute the documents identified herein and the City Clerk is directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 26th day of August, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-172

**RESOLUTION PROVIDING FOR THE VACATION OF
CERTAIN PLAT DEDICATED PUBLIC DRAINAGE AND UTILITY EASEMENTS
ON LOT 1, BLOCK 1 AND OUTLOT A, WHITAKER ADDITION**

WHEREAS, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights desires on its own motion to vacate certain plat dedicated drainage and utility easements (Drainage and Utility Easements) located on the real property legally described as Lot 1, Block 1, and Outlot A, WHITAKER ADDITION in the City of Inver Grove Heights, Dakota County, State of Minnesota and legally described and depicted on the attached **Exhibit A**; and

WHEREAS, the Owner and Developer of the real property identified as Lot 1, Block 1 and Outlot A, WHITAKER ADDITION has caused the same to be replatted as Lot 1, Block 1, WHITAKER 2ND ADDITION, which Plat was approved by the City Council on August 26, 2024, and which contains all of the necessary drainage and utility easements as determined by the City Engineer; and

WHEREAS, the Owner intends to construct certain improvements on the replatted property which requires the vacation of the drainage and utility easements listed on the attached **Exhibit A**; and

WHEREAS, upon recording of the plat of WHITAKER 2ND ADDITION, Lot 1 will be encumbered by the drainage and utility easements dedicated on that plat; and

WHEREAS, a public hearing on the vacation of the Drainage and Utility Easements was preceded by two (2) weeks' published and posted notice in accordance with Minnesota Statutes Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes Section 412.851; and

WHEREAS, a public hearing on the vacation of the Drainage and Utility Easements was held by the Planning Commission of Inver Grove Heights on July 16, 2024, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition; and

WHEREAS, the Planning Commission of Inver Grove Heights recommended to the Council that it approve the vacation of the Drainage and Utility Easements; and

WHEREAS, the Inver Grove Heights City Council has determined that the proposed vacation of the Drainage and Utility Easements would be in the public interest in light of the dedication of revised drainage and utility easements dedicated on the plat of WHITAKER 2ND ADDITION.

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

1. That the City Council of the City of Inver Grove Heights, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, hereby vacates the Drainage and Utility Easements depicted and legally described on **Exhibit A**.
2. That this resolution shall have no impact on any other plat dedicated easements shown on the plat of WHITAKER ADDITION, other than those specific easements depicted and legally described on **Exhibit A**.
3. That the easement vacation authorized by this resolution shall only be effective upon the recording of a Notice of Completion of Vacation, pursuant to Minnesota Statutes, Section 412.851 and the recording of the Plat of WHITAKER 2ND ADDITION.

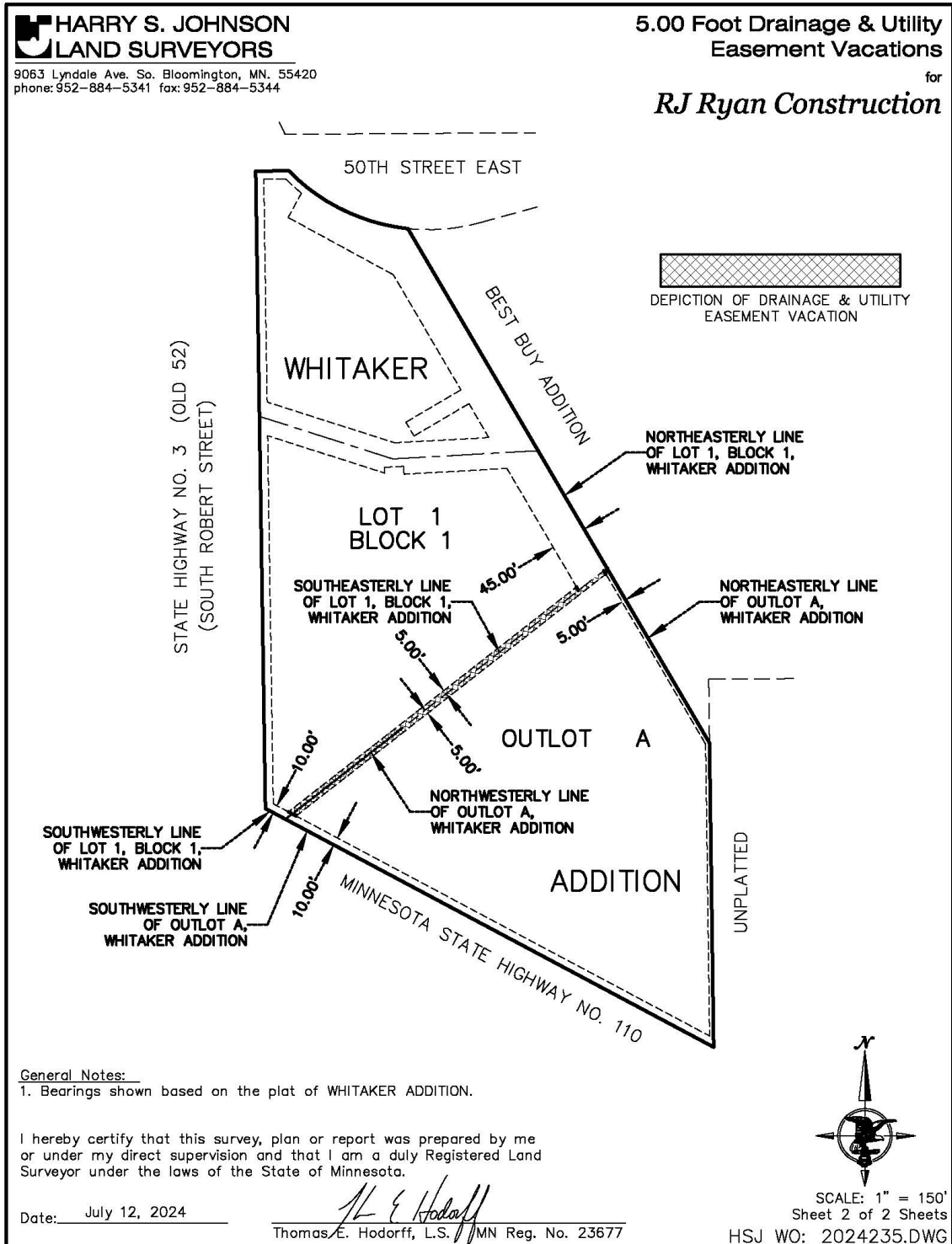
Adopted by the City Council of Inver Grove Heights this 26th day of August, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A **LEGAL DESCRIPTION AND DEPICTION OF DRAINAGE AND UTILITY EASEMENTS** **TO BE VACATED**





HARRY S. JOHNSON
LAND SURVEYORS

9063 Lyndale Ave. So. Bloomington, MN. 55420
phone: 952-884-5341 fax: 952-884-5344

**5.00 Foot Drainage & Utility
Easement Vacations**

for

RJ Ryan Construction

Vacate that part of the northwesterly 5.00 foot Drainage and Utility Easement dedicated in Outlot A, WHITAKER ADDITION, Dakota County, Minnesota lying southwesterly of the northeasterly 5.00 feet of said Outlot A and lying northeasterly of the southwesterly 10.00 feet of said Outlot A.

AND

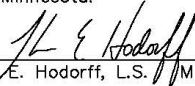
Vacate that part of the southwesterly 5.00 foot Drainage and Utility Easement dedicated in Lot 1, Block 1, WHITAKER ADDITION, Dakota County, Minnesota lying southwesterly of the northeasterly 45.00 feet of said Lot 1 and lying northeasterly of the southwesterly 10.00 feet of said Lot 1.

General Notes:

1. Bearings shown based on the plat of WHITAKER ADDITION.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Date: July 12, 2024


Thomas E. Hodorff, L.S. MN Reg. No. 23677



SCALE: 1" = 150'
Sheet 1 of 2 Sheets

HSJ WO: 2024235.DWG

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

RESOLUTION NO. 2024-173

**RESOLUTION PROVIDING FOR THE VACATION OF
CERTAIN ROADWAY EASEMENT
ON LOT 1, BLOCK 1 AND OUTLOT A, WHITAKER ADDITION**

WHEREAS, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights desires on its own motion to vacate that certain roadway easement recorded in Book 60, pages 600 and 601 and recorded on November 9th, 1886 (the "Roadway Easement") with the Dakota County Recorder, and located on the real property legally described as Lot 1, Block 1, and Outlot A, WHITAKER ADDITION in the City of Inver Grove Heights, Dakota County, State of Minnesota and legally described and depicted on the attached **Exhibit A**; and

WHEREAS, the Owner and Developer of the real property identified as Lot 1, Block 1 and Outlot A, WHITAKER ADDITION has caused the same to be replatted as Lot 1, Block 1, WHITAKER 2ND ADDITION, which Plat was approved by the City Council on August 26, 2024; and

WHEREAS, the Owner intends to construct certain improvements on the replatted property which requires the vacation of the roadway easement listed on the attached **Exhibit A**; and

WHEREAS, a public hearing on the vacation of the Roadway Easement was preceded by two (2) weeks' published and posted notice in accordance with Minnesota Statutes Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes Section 412.851; and

WHEREAS, a public hearing on the vacation of the Roadway Easement was held by the Planning Commission of Inver Grove Heights on July 16, 2024, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition; and

WHEREAS, the Planning Commission of Inver Grove Heights recommended to the Council that it approve the vacation of the Roadway Easement; and

WHEREAS, the Inver Grove Heights City Council has determined that the proposed vacation of the Roadway Easement would be in the public interest.

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

1. That the City Council of the City of Inver Grove Heights, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, hereby vacates the Roadway depicted and legally described on **Exhibit A**.
2. That this resolution shall have no impact on any other easements located on the property, including any plat dedicated easements shown on the plat of WHITAKER ADDITION, other than those specific easements depicted and legally described on **Exhibit A**.
3. That the easement vacation authorized by this resolution shall only be effective upon the recording of a Notice of Completion of Vacation, pursuant to Minnesota Statutes, Section 412.851 and the recording of the Plat of WHITAKER 2ND ADDITION.

Adopted by the City Council of Inver Grove Heights this 26th day of August, 2024.

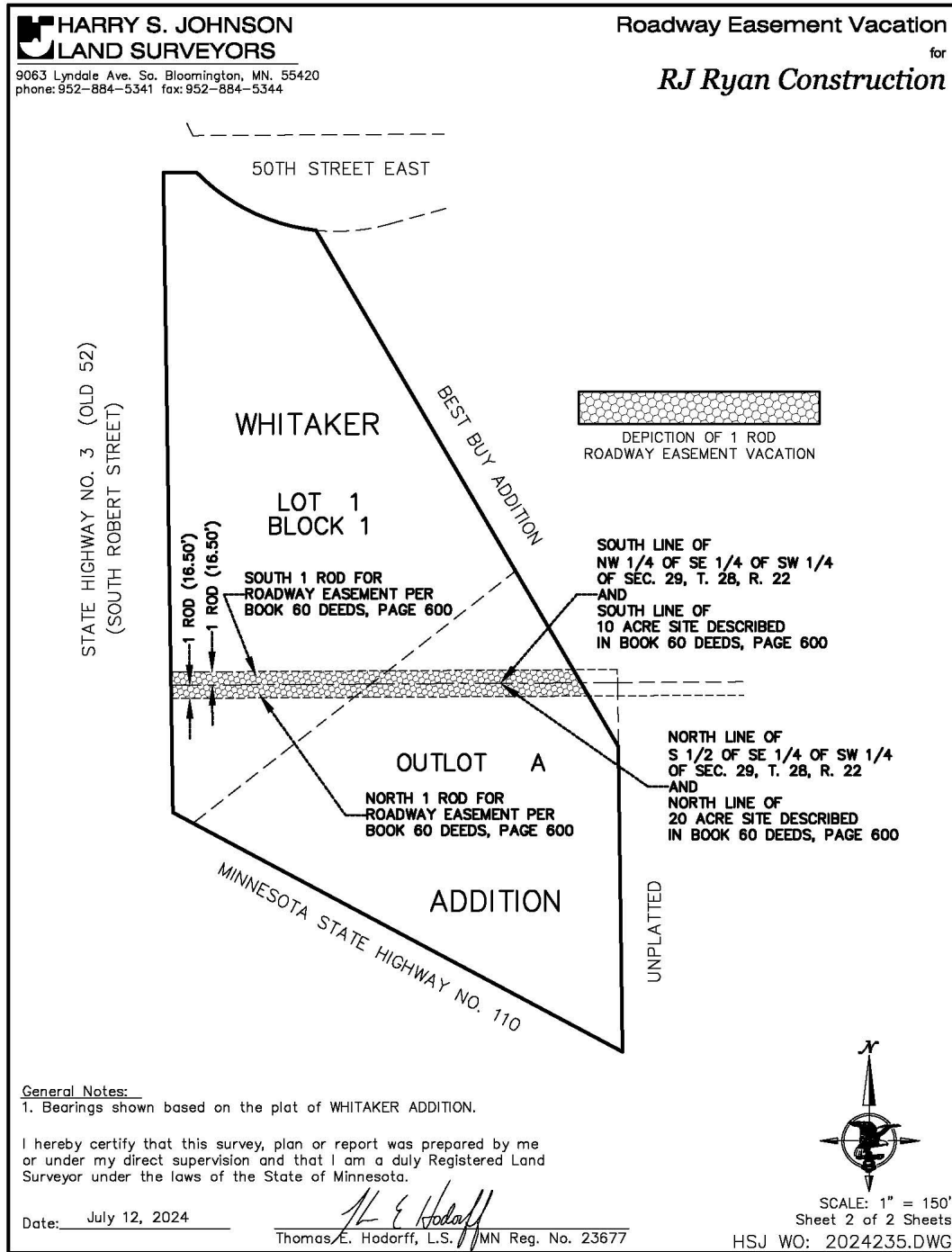
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF ROADWAY EASEMENT TO BE VACATED





9063 Lyndale Ave. So. Bloomington, MN. 55420
phone: 952-884-5341 fax: 952-884-5344

Roadway Easement Vacation

for

RJ Ryan Construction

Vacate a portion of the One (1) Rod Roadway Easements described below, being embraced within Outlot A and Lot 1, Block 1 of the recorded plat of WHITAKER ADDITION, Dakota County, Minnesota.

Said One (1) Rod Roadway Easements over, under and across the properties described in Book 60 Deeds, Page 600, dated on November 8, 1886 and recorded on November 9, 1886 being further described as follows:

The Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 29, Township 28, Range 22, Dakota County, Minnesota, leaving a roadway easement one rod in width on the south line of said 10 acre tract as described in Book 60 Deeds, Page 600.

And

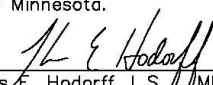
The south half of the Southeast Quarter of the Southwest Quarter of Section 29, Township 28, Range 22, Dakota County, Minnesota, leaving a roadway easement one rod in width on the north line of said 20 acre tract as described in Book 60 Deeds, Page 600.

General Notes:

1. Bearings shown based on the plat of WHITAKER ADDITION.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Date: July 12, 2024


Thomas E. Hodorff, L.S. MN Reg. No. 23677



SCALE: 1" = 150'
Sheet 1 of 2 Sheets

HSJ WO: 2024235.DWG

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

RESOLUTION NO. 2024-174

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO
ALLOW THE EXPANSION OF AN AUTOMOBILE AND OFF-HIGHWAY VEHICLE
SALES LOT**

CASE NO. 24-19CS
RJ Ryan /Hyundai

WHEREAS, an application for a conditional use permit amendment has been submitted for property located at 1290 50th Street, Inver Grove Heights (the "Property"), legally described as;

Lot 1, Block 1, Whitaker 2nd Addition, Dakota County, Minnesota

WHEREAS, the application for the conditional use permit amendment has been requested to allow the addition of a service building and additional parking facilities on the Property in conformance with the submitted site plan and related plans; and

WHEREAS, the aforescribed property is zoned B-3, General Business, and an automobile and off highway vehicle sales lot is a conditional use in the B-3, General Business District;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan, is in conformance with the Zoning Ordinance and will not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on July 16, 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit amendment to allow the addition of

a service building and additional parking facilities on the Property is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the plan set prepared by Lampert Architects and dated on file with the Planning Department except as may be modified by the conditions below.
2. The City Code Enforcement Officer, or other designee, shall be granted the right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. All signage shall be in conformance with the sign regulations of the City.
4. All display pennants, flags, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices shall require a sign permit.
5. No employee or customer parking shall be allowed on 50th Street East.
6. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area. No car display, vehicle inventory, or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.
7. All final development plans shall be subject to the review and approval of the City Fire Marshal.
8. Except as modified herein, all other requirements of the existing conditional use permit(s) for the Property shall remain in full force and effect.

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.

Adopted by the City Council of Inver Grove Heights this 26th day of August, 2024.

AYES:

NAYS:

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

**DEVELOPMENT CONTRACT
FOR THE PLAT OF
WHITAKER 2ND ADDITION**

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THIS DEVELOPMENT CONTRACT FOR THE PLAT OF WHITAKER 2ND ADDITION (“DEVELOPMENT CONTRACT”) is made and entered into on the 26th day of August, 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (“CITY”), and Saxon IGH, LLC, a Minnesota limited liability company (“DEVELOPER” and “OWNER”).

RECITALS:

WHEREAS, in pursuit of the DEVELOPMENT PROJECT, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS and PLAT for WHITAKER 2ND ADDITION; and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of certain public and private utilities such as sewer and water, storm sewer, stormwater ponds, and public and private right of way improvements, as more particularly set forth herein; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER and OWNER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete if the DEVELOPER proceeds with the DEVELOPMENT PROJECT; and

The DEVELOPER shall provide an irrevocable letter of credit or cash deposit, in the amount and with conditions satisfactory to the CITY, providing for assurance of payment for the actual construction and installation of the improvements, as required by **Exhibits D, E and F**.

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted to and approved by the CITY ENGINEER.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and DEVELOPER agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3. CITY ENGINEER. “CITY ENGINEER” means the City Engineer of the City of Inver Grove Heights and their delegates.

1.4. CITY WARRANTIES. “CITY WARRANTIES” means all CITY WARRANTIES identified in Article 11 of this DEVELOPMENT CONTRACT.

1.5. COUNCIL. “COUNCIL” means the City Council of the City of Inver Grove Heights.

1.6. COUNTY. “COUNTY” means Dakota County, Minnesota.

1.7. CONDITIONAL USE PERMITS. “CONDITIONAL USE PERMITS” means those conditional use permits approved by the city COUNCIL for the DEVELOPMENT PROPERTY.

1.8. DEVELOPER. “DEVELOPER” means Saxon IGH, LLC, a Minnesota limited liability company, and its successors and assigns.

1.9. DEVELOPER DEFAULT. “DEVELOPER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof (following the passing of any applicable notice and cure periods):

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under this DEVELOPMENT CONTRACT;
- b.) subject to FORCE MAJEURE, failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
- c.) subject to FORCE MAJEURE, failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT within thirty (30) days following DEVELOPER’S receipt of FORMAL NOTICE of such failure from the CITY; and
- d.) breach of the DEVELOPER WARRANTIES.

1.10. DEVELOPER IMPROVEMENTS. “DEVELOPER IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached **Exhibit D**.

1.11. DEVELOPER PUBLIC IMPROVEMENTS. “DEVELOPER PUBLIC IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit D** that are further labeled “public”. DEVELOPER

PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

1.12. DEVELOPER WARRANTIES. “DEVELOPER WARRANTIES” means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT CONTRACT.

1.13. DEVELOPMENT CONTRACT. “DEVELOPMENT CONTRACT” means this contract by and among the CITY, DEVELOPER, and OWNER.

1.14. DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, as may be revised, updated, and approved by the DIRECTOR OF PWD, which are hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.15. DEVELOPMENT PROJECT. “DEVELOPMENT PROJECT” means the new service building and adjoining parking lots that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the DEVELOPMENT PLANS and all planning approvals.

1.16. DEVELOPMENT PROPERTY. “DEVELOPMENT PROPERTY” means that real property legally described on **Exhibit A**, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

1.17. DIRECTOR OF PWD. “DIRECTOR OF PWD” means the Director of the Public Works Department of the City of Inver Grove Heights and their delegates.

1.18. FORCE MAJEURE. “FORCE MAJEURE” means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area); riots; insurrections; labor strikes; unavailability of materials; war or civil disorder affecting the performance of work; blockades; power or other utility failures; epidemic, pandemic, quarantine, civil commotion, governmental acts or omission, changes in laws or regulations; and fires or explosions.

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

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

**If to DEVELOPER or
OWNER:**

Saxon IGH, LLC
Attention: Michael Saxon
7571 9th Street N
Oakdale, MN 55128

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

1.20. OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Lower Mississippi River Water Management Organization
- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.21. OWNER. “OWNER” means Saxon IGH, LLC a Minnesota limited liability company, and its successors and assigns. DEVELOPER is the OWNER of the DEVELOPMENT PROPERTY.

1.22. PLAT. “PLAT” means the plat of WHITAKER 2ND ADDITION, approved by the COUNCIL on August 26, 2024, and attached hereto as **Exhibit C**.

1.23. PRIOR EASEMENT HOLDERS. “PRIOR EASEMENT HOLDERS” means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.24. PWD. “PWD” means the Public Works Department of the City of Inver Grove Heights.

1.25. SURETY. “SURETY” means an irrevocable letter of credit in a form acceptable to the City Attorney or cash deposit with the CITY.

1.26. UTILITY COMPANIES. “UTILITY COMPANIES” means and includes, jointly and severally, any of the following: utility companies, including electric, gas, telecommunications (cable, phone, fiber optic, etc.), and pipeline companies.

ARTICLE 2 **PLAT APPROVAL**

2.1. PLAT APPROVAL. The COUNCIL approved the PLAT. All conditions contained in the CITY Council Resolution approving the PLAT shall be considered a condition of this DEVELOPMENT CONTRACT.

2.2. PLAT DENSITY AND DEVELOPMENT. The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the approved zoning and the approved CONDITIONAL USE PERMITS for the PLAT.

2.3. RECORDING OF PLAT AND RELATED AGREEMENTS. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT, the DEVELOPMENT CONTRACT, and the Resolutions vacating certain Drainage and Utility and Roadway Easements have been recorded with the COUNTY Recorder and the CITY has received the financial assurances and obligations required in Article 14 and **Exhibit G**.

ARTICLE 3

[INTENTIONALLY LEFT BLANK]

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1. DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the CITY Council, the CONDITIONAL USE PERMITS for the PLAT, and all ordinances of the CITY or any amendments thereto and any miscellaneous requirements on **Exhibit D**, attached hereto, subject to Section 6.1.

The DEVELOPER IMPROVEMENTS shall be completed by the respective dates shown on **Exhibit D**, except for delays due to FORCE MAJEURE and, otherwise, as completion dates are extended by subsequent written action of the DIRECTOR OF PWD, which shall not be unreasonably withheld, conditioned, or delayed. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER

IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this DEVELOPMENT CONTRACT shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

4.2. GRADING MATERIAL. The DEVELOPER shall insure that adequate and suitable grading material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and shall guarantee the removal, replacement or repair of substandard or unstable material in accordance with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3. GRADING/DRAINAGE PLAN, EASEMENTS.

- a.) The DEVELOPER shall construct drainage facilities adequate to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees to grant to the CITY all necessary easements for the preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The DEVELOPER shall enter into any easement agreements and stormwater management agreements with the CITY that are deemed necessary to fulfill the obligations of this Section. The grading and drainage plan shall include lot and building elevations, drainage swales, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY surface water management plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS notwithstanding any amendment or change to CITY standards for development subsequent to approval of the PLAT.
- b.) DEVELOPER shall dedicate drainage and utility easements as shown on the PLAT. Additional utility and drainage easements that may be required by the CITY may be granted by an acceptable document as approved by the CITY. Prior to issuance of the Certificate of Occupancy to DEVELOPER, a Certificate of Compliance by a land surveyor must be submitted to the CITY by the DEVELOPER reflecting conformance with the approved grading plan and confirming that the lot corner monuments are installed. DEVELOPER shall provide the CITY an as-built survey of the DEVELOPMENT PROPERTY in AUTOCAD format after the final rough grading is complete.

4.4. STREET SIGNS. No street signs are required for the PLAT.

4.5. BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS within 14 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and

construction have occurred.

4.6. EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accordance with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 12. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1. PARK CONTRIBUTION. The DEVELOPER shall comply with the park dedication requirements as defined in the CITY Code. The Park dedication fees to be paid by DEVELOPER are identified in **Exhibits E and G** and must be paid prior to the release of the PLAT.

ARTICLE 6 **OTHER PERMITS**

6.1. PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES, and the PRIOR EASEMENT HOLDERS. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the DEVELOPER.

ARTICLE 7 **OTHER DEVELOPMENT REQUIREMENTS**

7.1. MISCELLANEOUS REQUIREMENTS. Any additional requirements related to approval of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated

herein, as set forth in **Exhibit E**.

ARTICLE 8

DEVELOPER IMPROVEMENTS

8.1. ENGINEERING SUBMITTALS / AS BUILT INFORMATION. One (1) copy (in AUTOCAD format), of the detailed record plan “as built” drawings of the DEVELOPER IMPROVEMENTS shall be provided by the DEVELOPER in accordance with CITY standards no later than ninety (90) days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. If the record plans are not provided to the CITY within the 90 days, the CITY may have the work done and pay for it with the DEVELOPER’S sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and invert elevations on all manholes and catch basins.
6. Apron invert elevations on all flared end structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
11. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in

.TIFF or .PDF.

12. Final as-built information shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
13. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
14. GPS coordinates on all stormwater facilities and related appurtenances such as valves.
15. Final as-built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the CITY which will specify all features and critical attributes required. All features submitted must be located within $\pm 0.5'$ horizontal and be topologically correct on the Dakota County coordinates system. All features and critical attributes must be complete and consistent with submitted as-built plans. The as-built submittal must follow the geodatabase template provided by the CITY for acceptance.

ARTICLE 9

RESPONSIBILITY FOR COSTS

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

9.2. CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT approval and acceptance and authorization of improvements. Such expenses shall be itemized on reasonably detailed invoices describing services, rates, time, person performing the services and the date of such expenses and shall be billed at normal CITY rates therefore. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

To keep track of expenses the DEVELOPER from time to time may request that the CITY provide an update on the current status of expenses. The CITY shall use reasonable efforts to respond

to the DEVELOPER's requests and inquiries in this regard and provide a list of expenses that have been incurred for the time period ending thirty (30) days prior to the DEVELOPER's request.

9.3. ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including reasonable engineering and reasonable attorneys' fees, if the CITY is the prevailing party in any such enforcement action. The CITY shall pay the DEVELOPER for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including engineering costs and reasonable attorneys' fees, if the DEVELOPER is the prevailing party in any such enforcement action.

9.4. TIME OF PAYMENT. The DEVELOPER shall pay all bills from the CITY within thirty (30) days after billing, delivered by FORMAL NOTICE to the DEVELOPER. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 10 **DEVELOPER WARRANTIES**

10.1. STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby warrants and represents the following:

- a.) **OWNER OF REAL PROPERTY.** DEVELOPER is the OWNER the real property identified on **EXHIBIT A**.
- b.) **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- c.) **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- d.) **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- e.) **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other

law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

- f.) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- g.) **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf to the best of its knowledge contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- h.) **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- i.) **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All live plantings, including but not limited to trees, shrubs, and grasses shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.

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

- j.) **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations

which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

- k.) **FEE TITLE.** DEVELOPER is the OWNER and owns fee title to the property within the PLAT.

ARTICLE 11 **CITY WARRANTIES**

11.1. STATEMENT OF CITY WARRANTIES. The CITY hereby warrants and represents as follows:

- a.) **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- b.) **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

ARTICLE 12 **INDEMNIFICATION OF CITY**

12.1. INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) approval by the CITY of the PLAT;
- e.) approval by the CITY of the DEVELOPMENT PLANS;
- f.) failure to obtain the necessary permits and authorizations to construct the

DEVELOPER IMPROVEMENTS;

- g.) construction of the DEVELOPER IMPROVEMENTS;
- h.) delays that are not reasonable in construction of the DEVELOPER IMPROVEMENTS;
- i.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

Notwithstanding anything contained in this Section 12.1 above, the DEVELOPER shall not be obligated to indemnify or defend the CITY from and against claims based on any negligence or willful misconduct by the CITY, its employees, agents or contractors, or the failure of the CITY to act in accordance with CITY ordinances and other applicable laws.

12.2. NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 12.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

12.3. DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 12.1 and 12.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY in its reasonable discretion; the DEVELOPER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 13 **CITY REMEDIES UPON DEVELOPER DEFAULT**

13.1. CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other

reasonable time, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit, cash deposit, or other surety pursuant to Article 14 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY.

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

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

13.4. EMERGENCY. Notwithstanding the requirement contained in Section 13.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 13.1 hereof relating to giving the DEVELOPER a thirty (30) day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DPW, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the

DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY.

ARTICLE 14

FINANCIAL OBLIGATIONS

14.1 SURETY REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the DEVELOPER shall deposit with the CITY the required SURETY for the amount stated in **Exhibit F**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total SURETY amount is calculated as shown on the attached **Exhibit F**. The bank and form of the irrevocable letter of credit, if a letter of credit is used for some or all of the required SURETY, shall be subject to approval by the City Finance Director and City Attorney, and any letter of credit shall continue to be in full force and effect until released by the CITY. Any irrevocable letter of credit shall be for a term ending no sooner than December 31, 2026. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit or other SURETY shall secure compliance by the DEVELOPER with the terms of this DEVELOPMENT CONTRACT. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2026.

The CITY shall use the SURETY proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS listed on **Exhibit D** to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such DEVELOPER IMPROVEMENTS listed on **Exhibit D** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 14.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the SURETY may be reduced pursuant to Section 14.2 from time to time as financial obligations are paid.

14.2. SURETY RELEASE AND SURETY INCREASE; DEVELOPER IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%)

of that portion of the SURETY covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the SURETY for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 10.1(I) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%). Upon completion and acceptance by CITY of all DEVELOPER IMPROVEMENTS, the CITY will issue a written notification of completion and acceptance of the DEVELOPER IMPROVEMENTS to the DEVELOPER.

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an additional SURETY equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom which SURETY may be issued either in the name of the DEVELOPER or its general contractor. The additional irrevocable SURETY shall remain in force for such time as the CITY reasonably deems necessary, not to exceed three (3) years. In the event that work which is concealed was done without first allowing CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 15 **MISCELLANEOUS**

15.1. CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS, if the DEVELOPER fails to complete the DEVELOPER IMPROVEMENTS.

15.2. ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or, so long as the CITY shall have given DEVELOPER at least ten (10) days written notice thereof, may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

15.3. NO THIRD-PARTY RECOURSE. Third parties shall have no recourse against the CITY or DEVELOPER under this DEVELOPMENT CONTRACT.

15.4. VALIDITY. If any portion, section, subsection, sentence, clause, section or phrase

of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

15.5. RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

15.6. BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT and shall be binding upon the successors and assigns of the DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the land made the subject of the PLAT.

15.7. CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL, which permission shall not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT CONTRACT. Upon satisfaction by such third-party buyer, the DEVELOPER's obligations hereunder shall terminate. Absent approval of the COUNCIL, the DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER some or all of the property located within the PLAT.

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

15.9. GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

15.10. COUNTERPARTS. This DEVELOPMENT CONTRACT 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.

15.11. HEADINGS. The subject headings of the sections and subsections of this DEVELOPMENT CONTRACT are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

15.12. INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT, then the DEVELOPMENT PLANS shall prevail.

15.13. ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the DEVELOPMENT PROPERTY to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS and continuing until the termination of this DEVELOPMENT CONTRACT. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the DEVELOPMENT PROPERTY to complete DEVELOPER PUBLIC IMPROVEMENTS or DEVELOPER IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

15.14. WRITTEN CONFIRMATION OF COMPLETION OF DEVELOPMENT CONTRACT REQUIREMENTS. From time to time, upon written request of the DEVELOPER, the CITY shall execute and deliver written confirmation regarding the satisfaction or completion by DEVELOPER of certain requirements contained in this DEVELOPMENT CONTRACT and stating that no EVENTS OF DEFAULT exist under the terms of this DEVELOPMENT CONTRACT at the time the DEVELOPER's request is made to the CITY.

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IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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

By: _____

Its: _____

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that _____ is the _____ of Saxon IGH, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Saxon IGH, LLC by authority of the Board of Governors of Saxon IGH, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Bridget McCauley Nason (#0347322)
Kennedy & Graven, Chartered
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

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

Lot 1, Block 1, WHITAKER 2ND ADDITION.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

Sheet No	Sheet Name	Plan Sign	Plan Approved
T1	Title Sheet	6/11/24	8/15/2024
A1	Site Plan	6/11/24	8/15/2024
A2	Floor Plan, Mezzanine Plan, Finish Schedule	6/11/24	
A3	Roof Plan, Component Types, Door Schedule	6/11/24	
A4	Building Elevations	6/11/24	
A5	Enlarged Restroom Plans and Details Ref. CLG Plans	6/11/24	
A6	Wall Sections	6/11/24	
A7	Stair Plans, Ramp Plans, Details	6/11/24	
C1	Site Demolition Plan	6/13/24	8/15/2024
C2	Grading, Drainage, & Erosion Control Plan	6/13/24	8/15/2024
C3	Utility Plan	6/13/24	8/15/2024
C4	Details	6/13/24	8/15/2024
C5	Details & Specifications	6/13/24	8/15/2024
L1	Landscaping Plan	6/11/24	8/15/2024
S1	Footing And Foundation Plan Details	6/11/24	
S2	Mezz Framing Plan, Structural Details, Structural Notes	6/11/24	
S3	Roof Framing Plan Details	6/11/24	

The above-listed DEVELOPMENT PLANS listed as “plan approved” were approved by the City Engineer on August 15, 2024. Building official approval is required prior to issuance of a building permit, and nothing herein constitutes approval of the plans for building permit issuance purposes or approval of any plan not identified as being approved above.

The DEVELOPMENT PLANS also include modifications of the above referenced DEVELOPMENT PLANS as approved from time to time by the City Engineer or Director of Public Works.

EXHIBIT C
PLAT

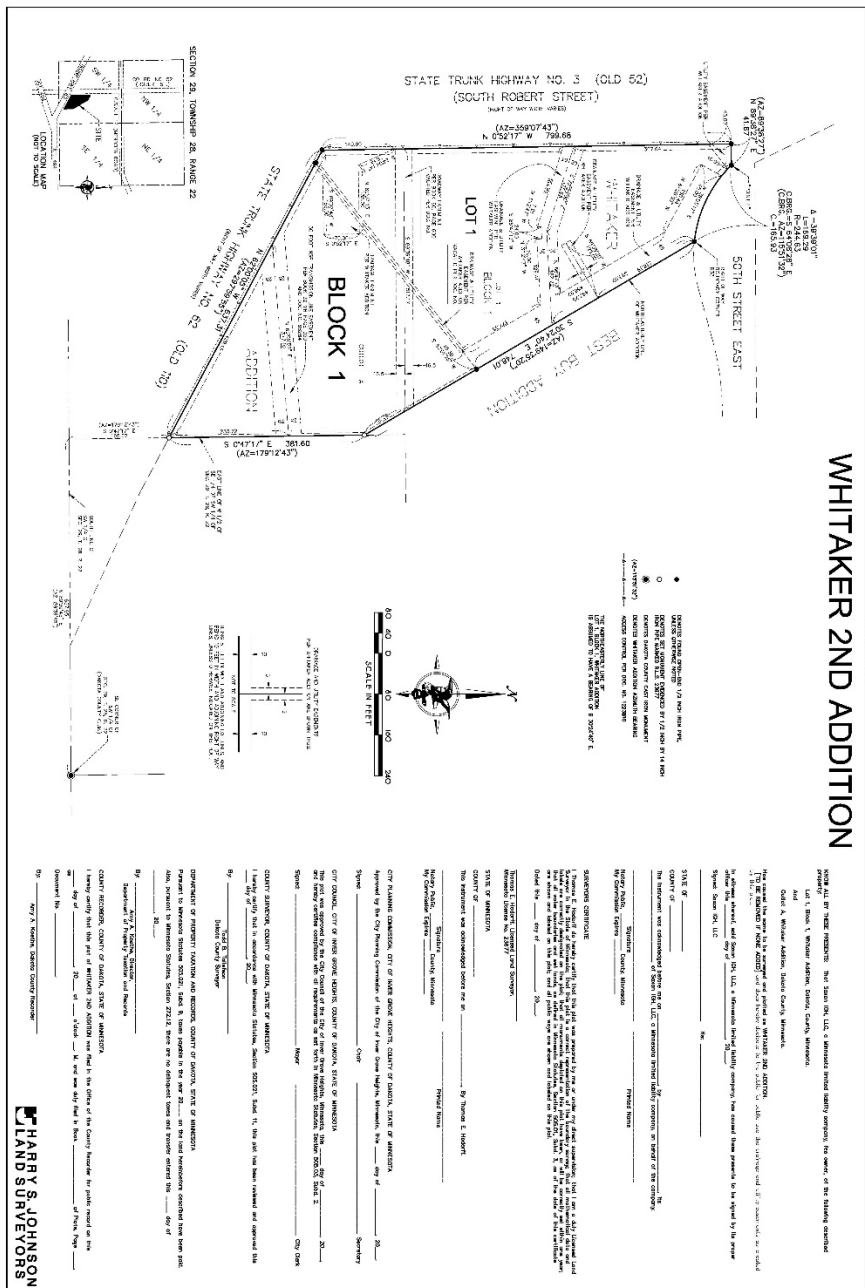


EXHIBIT D
DEVELOPER IMPROVEMENTS

The items checked with an “X” below are the DEVELOPER IMPROVEMENTS. The items checked with “PUBLIC” below are those DEVELOPER IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X PUBLIC	prior to obtaining a certificate of occupancy	utilities (sanitary sewer and watermain and storm sewer located outside the limits of future pavement, parking, or roadways)
X	prior to obtaining a certificate of occupancy	sanitary sewer and water service lines
X	prior to obtaining a certificate of occupancy	Driveways and private roads including the private parking areas**
X	prior to obtaining a certificate of occupancy	plat landscaping **

The DIRECTOR of PWD may extend the dates contained in this **Exhibit D**.

** Plat landscaping must be completed prior to issuance of a certificate of occupancy for the newly constructed service building; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy except landscaping have been met, then the CITY will issue a temporary certificate of occupancy and the DEVELOPER is required to complete the landscaping no later than the following June 15th. If a temporary certificate of occupancy is issued, the CITY ENGINEER may require DEVELOPER to deposit an additional surety with the CITY in the amount reasonably determined by the CITY ENGINEER as equivalent to 1.25 times the anticipated cost of construction of the incomplete landscaping. Such additional surety must be deposited prior to issuance of any temporary certificate of occupancy.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER must provide title evidence in the form of a title insurance policy or other evidence acceptable to the CITY attorney that shows that the DEVELOPER is the OWNER of the DEVELOPMENT PROPERTY.
 - b.) DEVELOPER and OWNER must execute this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the required SURETY in the form of an irrevocable letter of credit or cash escrow in the amounts required in this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER must pay all cash deposits and fees and charges required by this DEVELOPMENT CONTRACT.
 - e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - f.) DEVELOPER must execute and deliver the documents listed in Paragraph 5 of this **Exhibit E**. The form of the documents shall be subject to the approval of the City Attorney.
 - g.) DEVELOPER must pay park dedication fees as required in paragraph 10 of this **Exhibit E**.
 - h.) DEVELOPER must pay to the CITY all of the connection fees identified below:

CITY Fees	Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Connection Fees	-----	----	\$63,102.58	\$ 63,102.58

- 2.) **BUILDING PERMITS.** Prior to issuance of a building permit for any structure on the property in the PLAT, the following conditions must be met in accordance with the DEVELOPMENT PLANS:

- a.) All the conditions in Section 1 of this **Exhibit E** have been met.
 - b.) The notice of completion of vacation for certain drainage and utility easements and a road easement located on Lot 1, Block 1, and Outlot A, WHITAKER ADDITION have been recorded prior to the PLAT being recorded.
 - c.) The PLAT is recorded with the Dakota County Recorder.
 - d.) The DEVELOPMENT CONTRACT and all of the documents listed in paragraph 5 of this **Exhibit E** have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
 - e.) DEVELOPER has paid the CITY for the utility building permit connection fees including a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee, water core connection fee, and any other fees required by the CITY code or fee schedule to be paid prior to issuance of a building permit.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to the issuance of a certificate of occupancy for the new service building to be constructed within the PLAT, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions listed in Sections 1 and 2 of this **Exhibit E** must be satisfied.
 - b.) Lot landscaping must be completed; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue a temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 15th.
 - c.) The private drive and parking areas must be completed.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The SURETY amount stated on **Exhibit F** includes an appropriate amount as determined by the DIRECTOR of PWD to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

- 5.) **AGREEMENTS.** The DEVELOPER must comply with the following requirements and execute the agreements set forth below. The below-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT:
- a.) DEVELOPER must execute this DEVELOPMENT CONTRACT.
 - b.) Notice of completion of vacation for existing roadway and certain drainage and utility easements.
- 6.) **PARK CONTRIBUTION FEE.** Prior to release of the PLAT, DEVELOPER must pay the City of Inver Grove Heights the required park contribution fee for the Plat. The Park Dedication Fee is calculated as follows: 3.82 acres x \$7,000 per acer for a total of \$26,740.00. No park dedication fee is required for the portion of the plat previously platted as Lot 1, Block 1, WHITAKER ADDITION.
- 7.) **STREETLIGHTS.** DEVELOPER shall provide a lighting plan to the CITY prior to release of the PLAT.
- 8.) **RELEASE OF DEVELOPMENT CONTRACT.** After completion by DEVELOPER of all DEVELOPER requirements imposed by this DEVELOPMENT CONTRACT, including acceptance by the CITY of all DEVELOPER PUBLIC IMPROVEMENTS and expiration of all applicable warranty periods, including any extended warranty periods, and provided there is no DEVELOPER DEFAULT and all requirements of this DEVELOPMENT CONTRACT have been satisfied, DEVELOPER may request that CITY execute and record a notice of termination of this DEVELOPMENT CONTRACT.
- 9.) **HOURS OF CONSTRUCTION.** DEVELOPER shall comply with the requirements found in City Code Section 5-5-12 related to construction activities and noise.

EXHIBIT F

SURETY CALCULATION FOR DEVELOPER IMPROVEMENTS

1.)	Sanitary Sewer	\$ 10,000
2.)	Watermain	\$ 10,000
63)	Certified As-Builts	\$ 10,000
SUBTOTAL		\$ 30,000
Multiplied by		<u>1.25</u>
TOTAL SURETY:		\$ 37,500

In addition to the SURETY Amount for Developer Improvements set forth above, the Developer shall also deposit the following amounts in cash with the City (hereafter “**Engineering Escrow Amount**”) contemporaneously with execution of this Development Contract:

\$ 20,000 City inspection and engineering consultant fees

\$ 20,000 TOTAL Additional Cash Engineering Escrow Amount

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, engineering consultant fees, attorney’s expenses, staff review time, assurance for sediment/erosion control compliance, turf establishment, and maintenance requirements at the City’s standard rates charged for such tasks. The City reserves the right to charge additional consultant fees as needed.

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

- a.) The Certificate of Occupancy has been issued for the service building; and
- b.) Landscaping has been established to the reasonable satisfaction of the City; and
- c.) Certified As-Builts have been received by the City.

To the extent the engineering inspection charges, or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, vegetative cover, turf establishment or native vegetation establishment exceed the amount on deposit, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City. The City is not required to pay any interest on the Engineering Escrow Amount.

EXHIBIT G
SUMMARY OF FEES AND CHARGES REQUIRED TO BE PAID BY DEVELOPER
PRIOR TO RELEASE AND RECORDING OF PLAT

<u>FEE</u>	AMOUNT	DEVELOPMENT CONTRACT SECTION
Sanitary Sewer Plat Connection Fee (Sanitary Sewer Trunk Fee)	\$ 0	Exhibit E, paragraph 1
Water Plat Connection Fee (Water Trunk Fee)	\$ 0	Exhibit E, paragraph 1
Storm Water Plat Connection Fee (Storm Water Trunk Fee)	\$ 63,102.58	Exhibit E, paragraph 1
Park Dedication Fee	\$ 26,740.00	Exhibit E, paragraph 10
TOTAL	\$ 89,842.58	

Any amounts required to be paid by DEVELOPER under the terms of this DEVELOPMENT CONTRACT but not listed above shall be required to be paid by DEVELOPER prior to release of the PLAT.

Fees listed above do not include fees required to be paid by DEVELOPER at time of issuance of a building permit or connection to municipal sewer and water, including but not limited to water core connection (service charge/connection), sanitary sewer core connection fee (trunk connection charge), water building permit fee (supply and storage fee) water treatment plant fee, MCES SAC fees, and sanitary sewer building permit connection unit fees. Fees required to be paid prior to issuance of a building permit or connection to municipal sewer or water will be calculated at the time of application for a building permit/connection to municipal sewer or water.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: July 16, 2024

SUBJECT: Preliminary and Final Plat to consolidate two parcels; Vacation of certain Drainage and Utility Easements; and a Conditional Use Permit Amendment for the expansion of an automobile and off-highway vehicle sales lot located at 1290 50th Street East. (RJ Ryan Construction – Case No. 24-19CS)

Reading of Public Notice

Secretary Presley read the Public Hearing Notice.

Presentation of Request

Associate Planner Botten presented a summary of the staff report.

This property is zoned B-3, General Business. This is a three-part request: replat of a two-lot subdivision (Whitaker Addition), vacation of the internal Drainage and Utility easements, and Conditional Use Permit Amendment to add a 13,900 square foot building, along with parking lot and storm water improvements

The new plat is a one-lot subdivision to be known as Lot 1, Block 1, Whitaker 2nd Addition. Park dedication would be required on the outlot portion (3.82 acres at \$7,000/acre). Park dedication is not required for existing Lot 1, as it would have been paid for at the time of site development for that parcel. The plat was sent to MnDOT for their review as the property abuts a highway.

The original plat had internal Drainage and Utility Easements. The new plat would have perimeter easements on the property (standard for access purposes). The request includes vacating an old roadway easement; the access to the property is off 50th Street, so that access is no longer necessary. Engineering has reviewed the plans and is working with the applicant on storm water requirements. They are agreeable to the proposed vacation of the easements on the original plat.

The proposed new building is to the south of the existing building. The access to the property is not changing. The proposed building and parking lot meet and exceed setback requirements. The proposed building consists of painted concrete panels, complying with exterior building materials requirements. Applicant has submitted landscaping plans that comply with landscaping requirements.

The proposed expansion and site improvements are consistent with the goals and policies of the Comprehensive Plan. The future land use of this parcel is designated as regional commercial, and vehicle sales is consistent with the uses envisioned within that district. There do not appear to be negative effects on city facilities. Engineering, Fire, and Building Inspections are all reviewing plans and will review the civil and building plans prior to any approval for work being done on the site.

Thus, staff recommend approval of all the requests with the conditions listed. There have been no comments from surrounding property owners.

Chair Weber confirmed that the Planning Commission recently allowed parking on the back lot of this site.

Opening of Public Hearing

Jack Grotkin, 6390 129th Street, Apple Valley, RJ Ryan Construction, Applicant, noted that the application indicates that the building will be painted, but they decided to do an exposed aggregate structure instead. Mr. Grotkin stated that he has read and understands the staff report.

Chair Weber closed the Public Hearing.

Planning Commission Discussion

Commissioner Clancy stated that this seems like a straightforward request due to compliance with Code requirements.

Planning Commission Recommendation

Motion by Clancy, Second by Hunting, to approve the Preliminary & Final Plat of Whitaker 2nd Addition subject to the four conditions listed in the staff report; Approval of the Vacation of certain Drainage and Utility Easements subject to the condition listed in the staff report; and Conditional Use Permit for the expansion subject to the 13 conditions listed in the staff report.

Ayes: 7

Nays: 0 Motion Carried.

The item is tentatively scheduled to go before the City Council on August 12, 2024.



Planning Commission Report

MEETING DATE:	July 16, 2024
CASE NO:	24-19CS
APPLICANT:	RJ Ryan Construction
PROPERTY OWNER:	Saxon IGH, LLC / Inver Grove Hyunai
REQUEST:	Preliminary and Final Plat to consolidate two parcels, Conditional Use Permit Amendment for an expansion of the automobile and off-highway vehicle sales lot and Vacation of certain Easements.
LOCATION:	1290 50th Street East
COMPREHENSIVE PLAN:	RC, Regional Commercial
ZONING:	B-3, General Business
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

- Preliminary and Final Plat for a one lot subdivision to be known as Whitaker 2nd Addition.
- Conditional Use Permit Amendment to expand the existing automobile and off-highway vehicle sales lot by adding a new building and other site improvements.
- Vacation of certain Easements on the property.

BACKGROUND

The applicant is requesting a Conditional Use Permit Amendment to add a 13,900 gross square foot building plus parking and stormwater improvements on the site. The site currently consists of one lot and one outlot. The parcels are proposed to be platted into a one lot subdivision. With the platting of the parcels, vacation of an existing internal Drainage & Utility Easement is proposed along with vacating an old Roadway Easement.

EVALUATION OF REQUEST

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

North	Volkswagen Dealership	Zoned: B-3, General Business	Guided: RC, Regional Commercial
East	Toyota and Nissan Dealerships	Zoned: B-3, General Business	Guided: RC, Regional Commercial

South	Highway / Right-of-Way		
West	Ford Dealership / Right-of-Way	Zoned: B-3, General Business	Guided: RC, Regional Commercial

PRELIMINARY AND FINAL PLAT REVIEW

Lots and Blocks.

The new plat is a replat of Lot 1, Block 1, and Outlot A, Whitaker Addition, consisting of one lot subdivision to be known as Lot 1, Block 1, Whitaker 2nd Addition. The proposed lot meets lot width requirements for the B-3, General Business District.

Park Dedication.

At the time the property was originally platted in 1997, park dedication was collected with a building permit. The subdivision ordinance has changed requiring contribution to be paid at the time of plat. Therefore, a cash contribution is required for the existing Outlot based on 3.82 acres x \$7,000 per acre for a total of \$26,740.00. This fee is paid at the time of plat release for recording. Park dedication is not required for existing Lot 1 as this would have been paid at the time of site development.

MnDOT Review.

The plat has been sent to MnDOT for review. No comments have been received from MnDOT to date. A standard condition of approval of plat is subject to any MnDOT comments.

Development Contract.

A development contract will be required to address site improvements and storm ponds. The developer is required to enter into a contract with the City addressing the improvements and construction on site. A letter of credit equal to 125% of the cost of these improvements is required before permits are issued. This requirement assures the City that these improvements will be constructed to the satisfaction of the City.

VACATION OF EASEMENTS REVIEW

The original plat of Witaker Addition provided a perimeter drainage and utility easement between Lot 1 and the Outlot. With the platting of the two parcels, the internal drainage and utility easement will be vacated with new perimeter easements dedicated on the plat. There is also an old roadway easement that runs through the two parcels that is proposed to be vacated as access to the parcels is from 50th Street. Engineering has reviewed the stormwater plan and is agreeable to the vacation and dedication of the easements.

SITE PLAN REVIEW

Setbacks.

The proposed building and parking lot improvements comply with setback requirements.

Parking Lot.

Customer parking must be marked and shall not contain vehicle inventory. No employee, customer, or inventory parking shall be allowed on the street or in the right-of-way.

Access.

Access to the site is not changing; there is one access off 50th Street along the north side of the property.

Landscaping.

Landscaping requirements require a total of 48 overstory trees or the equivalent to be planted on the property. The applicant has provided a landscape plan which demonstrates a mixture of existing trees and the planting of new trees and shrubs that comply with landscape requirements.

Trash.

No changes are proposed to the trash enclosure. If the trash containers are stored outside they will have to be screened from view, complying with section 10-15-9D of the City Code.

Lighting.

There are no changes proposed to the existing site lighting. All lighting shall comply with Section 10-15-5 Light, Glare, and Heat of the City Code.

Exterior Building Materials.

The proposed building would consist of painted precast concrete panels on all four sides. The building complies with the exterior material standards.

Mechanical Unit Screening.

All rooftop and ground mounted mechanical equipment must be screened from view. This condition would apply to all new rooftop equipment.

Signage.

There are no new signs proposed with this request. All signs must comply with section 10-15E of the City Code. A building permit is required for any new signs or changes to the existing signs.

Fire Marshal Review.

All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at the time of building.

Engineering.

Engineering has reviewed the plans and has been working with the applicant on stormwater and grading requirements. The applicant shall continue to work with the City to secure final approval of the construction drawings.

GENERAL CONDITIONAL USE PERMIT REVIEW.

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial and automobile sales is consistent with the uses envisioned in this district.

2. The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.

The property is zoned commercial. The land use of auto sales is consistent with the intent of the B-3, General Business zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed addition would not have a detrimental effect on public improvements in the vicinity of the property.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The proposed improvements do not appear to have any negative effects on City facilities or services. Engineering, Fire, and Inspections would all review and approve plans for City Code compliance prior to the issuance of any building permits.

5. The use is generally compatible with existing and future uses of surrounding properties, including:

i. Aesthetics/Exterior Appearance

The proposed building would be constructed with similar materials as the existing building.

ii. Noise

The proposed addition would not generate noises that are inconsistent with the B-3, General Business zoning district.

iii. Fencing, Landscaping, and Buffering

No fencing is proposed, and landscaping would meet the City's requirements.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

Access to the site is not changing. Fire and Inspections would review and approve plans for code compliance prior to the issuance of any building permits.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

The proposed property improvements will comply with the City's stormwater treatment requirements.

ALTERNATIVES

A. Approval. If the Planning Commission finds the request(s) to be acceptable, the Commission should recommend approval of the request(s) with at least the following conditions:

- Approval of the **Preliminary and Final Plat** of Whitaker 2nd Addition subject to the following conditions:
 1. The Final Plat and accompanying plans shall be in substantial conformance with the plan set listed in the approved Development Contract.
 2. Developer shall execute a Development Contract and any other related agreements subject to any revisions as may be required by the City Engineer and City Attorney, which shall be recorded with Dakota County prior to any work commencing on the site.
 3. A Park Dedication Fee equal to \$26,740 (\$7,000 x 3.82) shall be paid to the City prior to release of the Final Plat.

4. The plat shall be subject to any comments received by MnDOT.

- Approval of the **Vacation** of certain Drainage and Utility Easements over Lot 1, Block 1, and Outlot A, Whitaker Addition and the Easement for roadway purposes over Lot 1, Block 1, and Outlot A, Whitaker Addition, subject to the following conditions:

1. The Final Plat shall dedicate all necessary Easements with the new plat of Whitaker 2nd Addition.

- Approval of a **Conditional Use Permit Amendment** for the expansion of an automobile and off-highway vehicle sales lot subject to the following conditions:

1. The site shall be developed in substantial conformance with the plat and plan set on file with the Planning Department except as may be modified by the conditions below.

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

3. All signage shall be in conformance with the sign regulations of the City.

4. All display pennants, flags, searchlights, balloons, and other similar devices shall be limited to no more than 10 days per calendar year. Use of such devices shall require a sign permit.

5. No employee or customer parking shall be allowed on 50th Street East.

6. Customer and employee parking shall be clearly signed, and no display vehicles shall be allowed in this area. No car display, vehicle inventory, or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.

7. All final development plans shall be subject to the review and approval of the City Fire Marshal.

8. The developer shall meet the conditions outlined in the City Engineers review memo and any subsequent correspondence.

9. Final site, grading, stormwater management, and erosion control plans shall be approved by the City Engineer.

10. A stormwater analysis and stormwater management plan shall be done by a registered engineer. Prior to construction, the Developer and Owner shall enter into a Development Contract and any other agreements related thereto with the City.

11. Any new rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.

12. Landscaping shall meet the requirements of Section 10-15-11 of the City Code. No landscaping is allowed in the right-of-way.

13. Resolution No.'s _____ shall become null and void and shall be replaced by the terms of this Conditional Use Permit.

B. Denial. If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request as proposed.

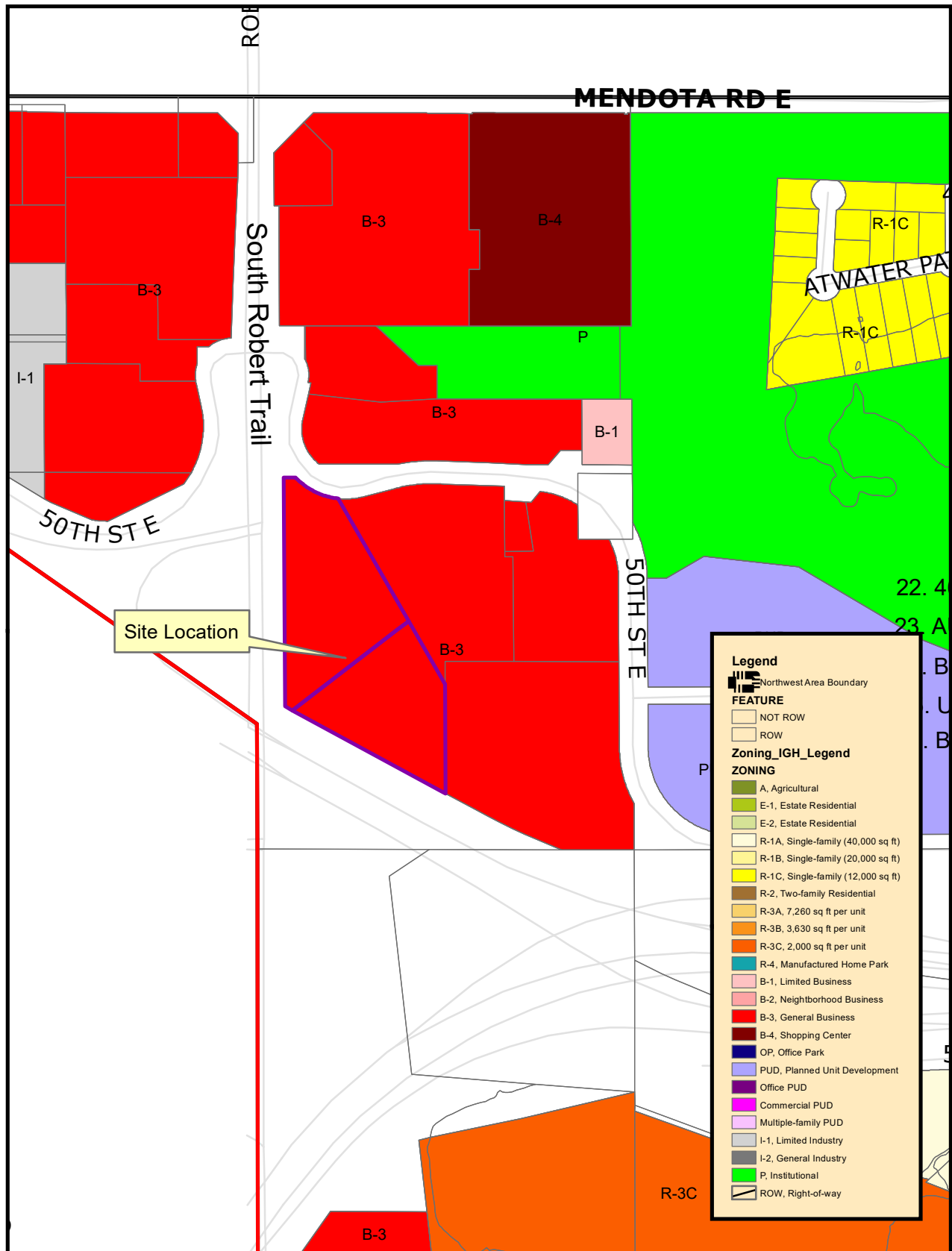
ATTACHMENTS

1. Zoning and Location Map
2. Narrative

3. Preliminary Plat
4. Final Plat
5. Easement Vacation Sketch
6. Grading, Drainage & Erosion Control Plan
7. Landscape Plan
8. Elevation Plan



1290 50th Street Case No. 24-19CS



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map

INVER GROVE HYUNDAI PLAT DESCRIPTION:

Lot 1, Block 1, Whitaker Addition, Dakota, County, Minnesota.

AND

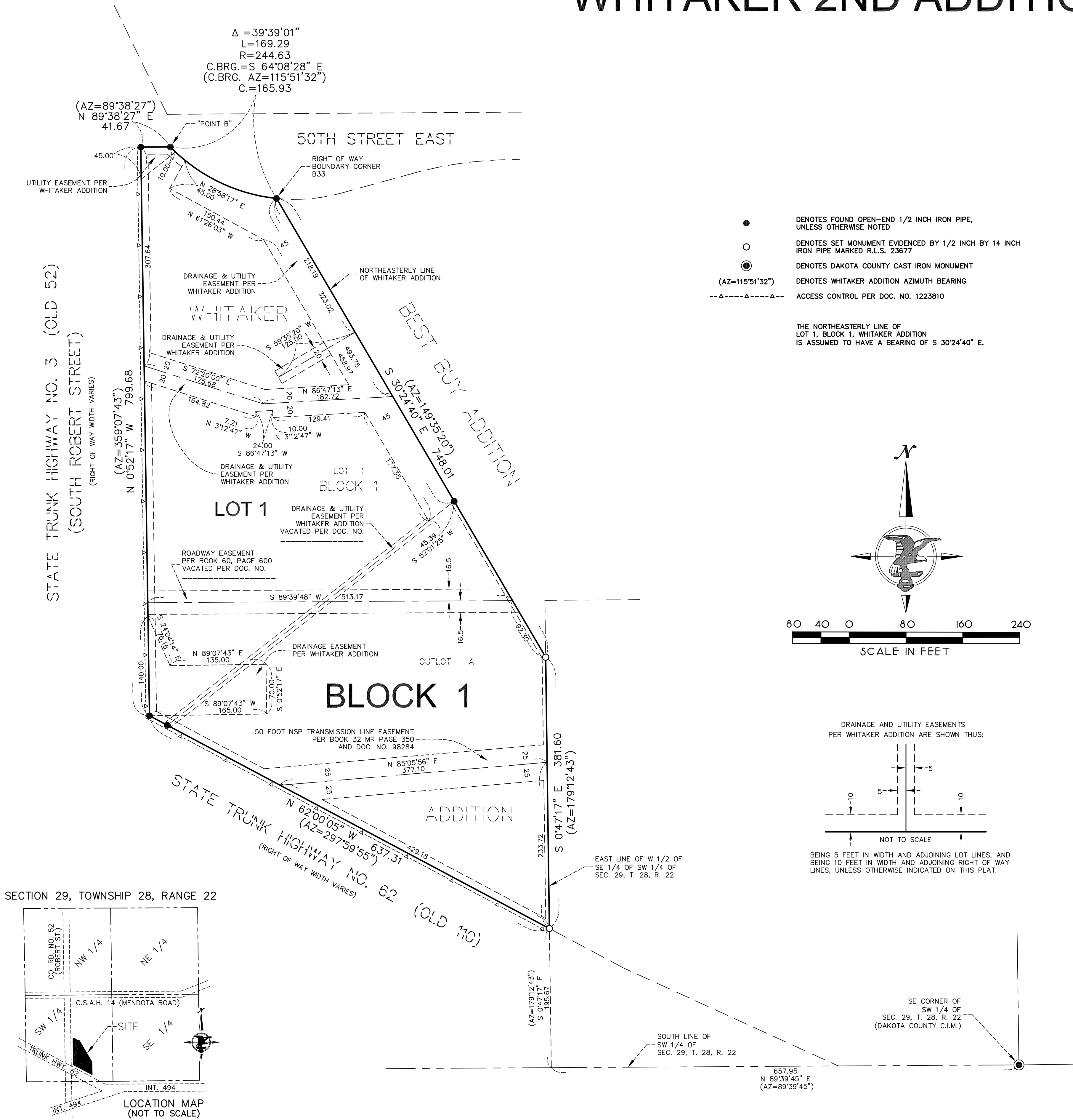
Outlot A, Whitaker Addition, Dakota County, Minnesota.

Abstract Property

NARRATIVE

We are looking to combine the two pieces for property at 1290 50th Street East, Inver Grove Heights, Mn, for Jack Saxton and Inver Grove Hyundai, for building a new service building and adjoining parking lots.

WHITAKER 2ND ADDITION



● DENOTES FOUND OPEN-END 1/2 INCH IRON PIPE, UNLESS OTHERWISE NOTED
○ DENOTES SET MONUMENT EVIDENCED BY 1/2 INCH BY 14 INCH IRON PIPE MARKED R.L.S. 23677
● DENOTES DAKOTA COUNTY CAST IRON MONUMENT
(AZ=115°51'32") DENOTES WHITAKER ADDITION AZIMUTH BEARING
--Δ--Δ--Δ--Δ-- ACCESS CONTROL PER DOC. NO. 1223810

THE NORTHEASTERLY LINE OF LOT 1, BLOCK 1, WHITAKER ADDITION IS ASSUMED TO HAVE A BEARING OF S 30°24'40" E.

KNOW ALL BY THESE PRESENTS: That Saxon IGH, LLC, a Minnesota limited liability company, fee owner, of the following described property:

Lot 1, Block 1, Whitaker Addition, Dakota, County, Minnesota.
And
Outlot A, Whitaker Addition, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as WHITAKER 2ND ADDITION. [TO BE REMOVED IF NONE ADDED] and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof, said Saxon IGH, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: Saxon IGH, LLC
Its: _____

STATE OF _____
COUNTY OF _____
The instrument was acknowledged before me on _____, by _____, its _____ of Saxon IGH, LLC, a Minnesota limited liability company, on behalf of the company.

Signature
Notary Public, _____ County, Minnesota
My Commission Expires _____

SURVEYORS CERTIFICATE
I, Thomas E. Hodorff, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.
Dated this _____ day of _____, 20____.

Thomas E. Hodorff, Licensed Land Surveyor,
Minnesota License No. 23677

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____, By Thomas E. Hodorff.

Signature
Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY PLANNING COMMISSION, CITY OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Approved by the City Planning Commission of the City of Inver Grove Heights, Minnesota, this _____ day of _____, 20____.
Signed: _____ Chair _____ Secretary

CITY COUNCIL, CITY OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA
This plat was approved by the City Council of the City of Inver Grove Heights, Minnesota, this _____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.
Signed: _____ Mayor _____ City Clerk

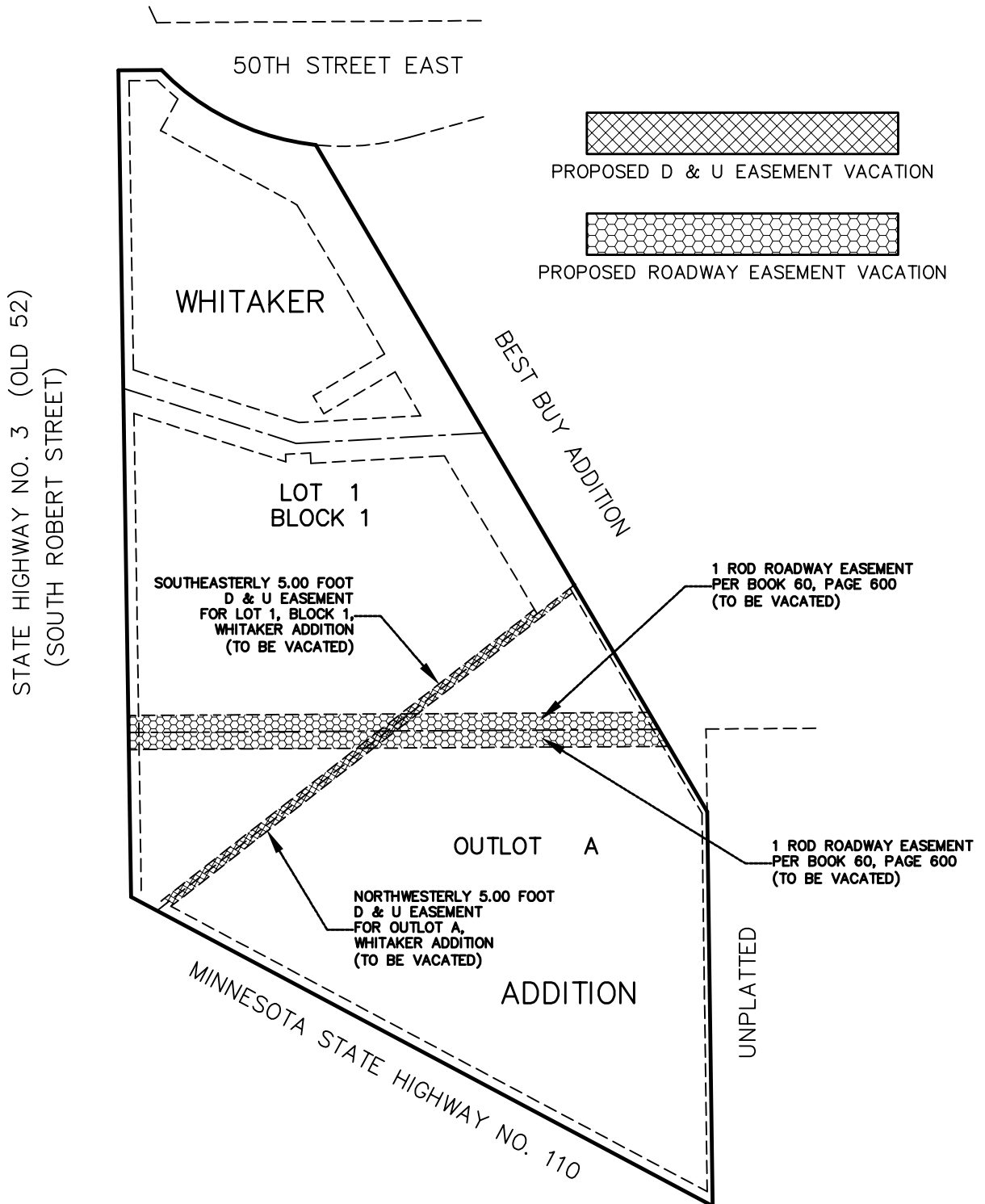
COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.
By: _____
Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Pursuant to Minnesota Statutes 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

By: _____
Amy A. Koethe, Director,
Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that this plat of WHITAKER 2ND ADDITION was filed in the Office of the County Recorder for public record on this _____ day of _____, 20____ at _____ o'clock _____ M. and was duly filed in Book _____ of Plats, Page _____ as
Document No. _____
By: _____
Amy A. Koethe, Dakota County Recorder





General Notes:

1. Bearings shown based on the plat of WHITAKER ADDITION.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

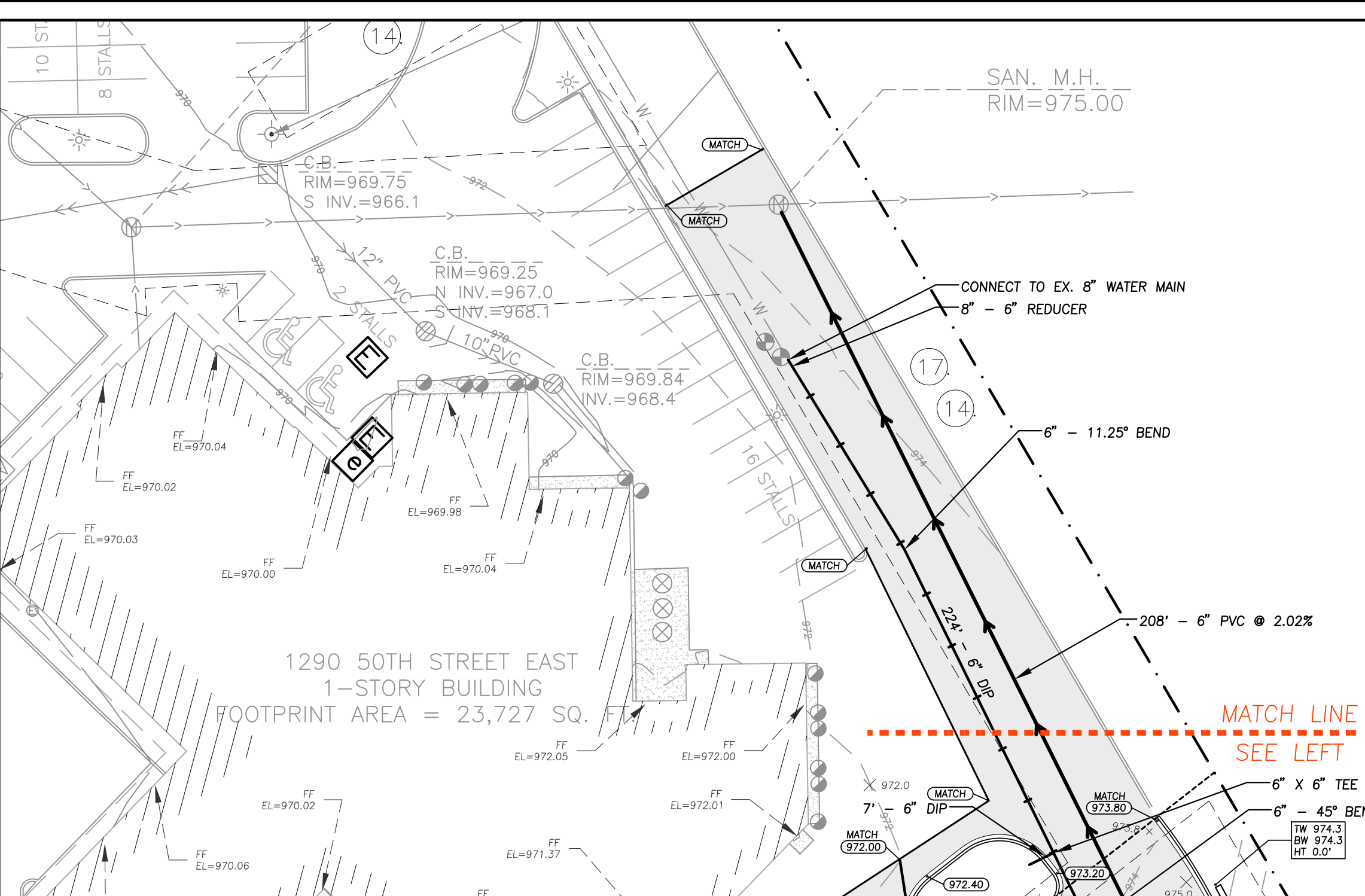
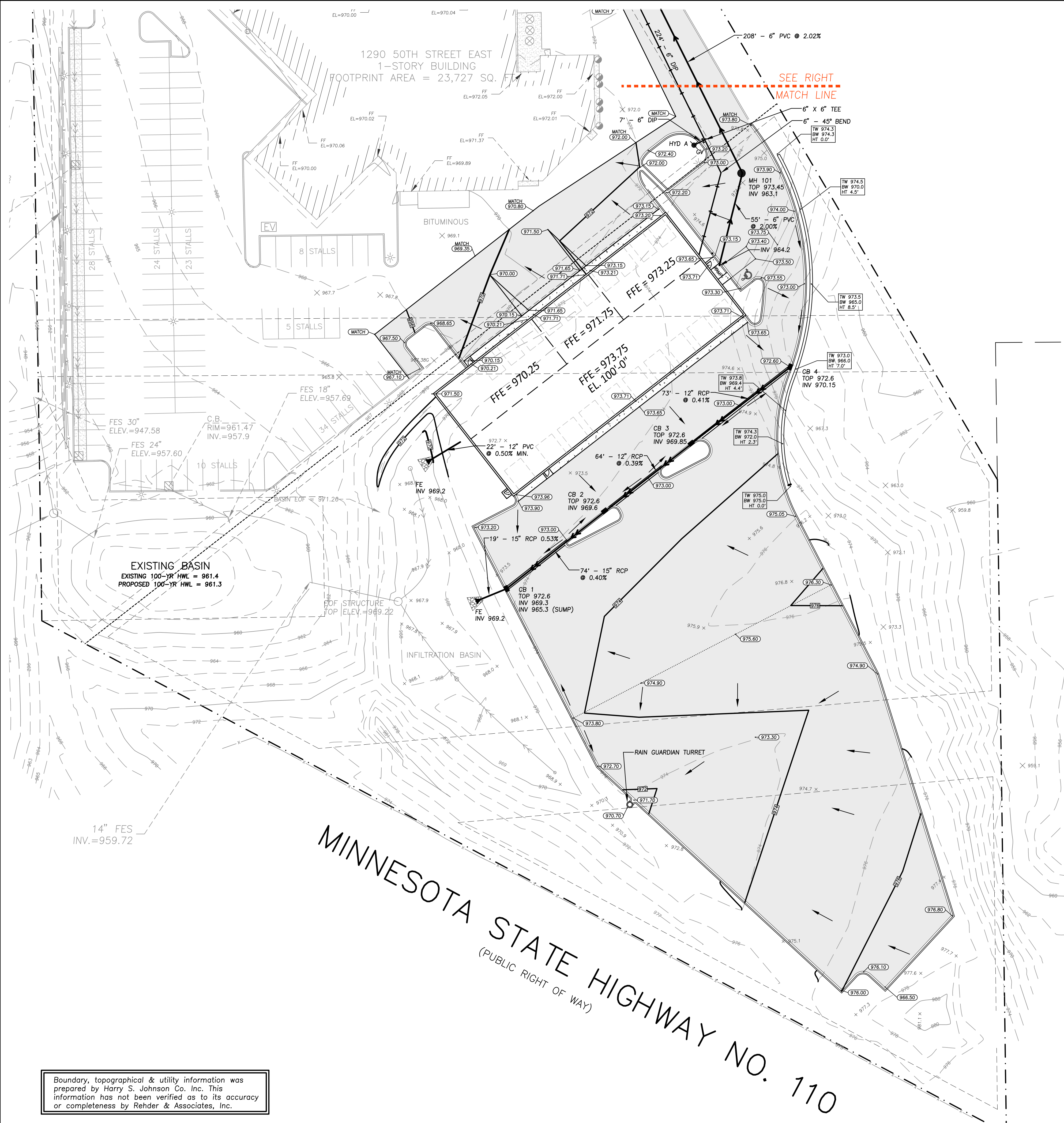
Date: July 12, 2024

Thomas E. Hodorff
Thomas E. Hodorff, L.S. MN Reg. No. 23677



SCALE: 1" = 150'

HSJ WO: 2024235.DWG



GRADING NOTES

- 1 - All elevations shown are to final surfaces.
- 2 - Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.

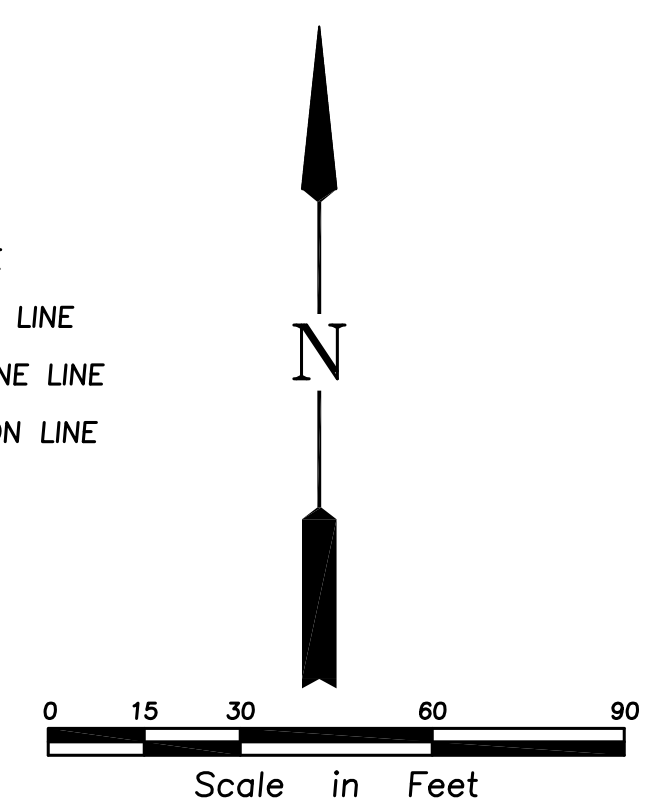
EROSION CONTROL NOTES

- 1 - Contractor is responsible for all notifications and inspections required by General Storm Water Permit.
- 2 - All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
- 3 - Sweep paved public streets as necessary where construction sediment has been deposited.
- 4 - Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- 5 - Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
- 6 - The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water.
- 7 - All pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water.
- 8 - Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.

LEGEND

- PROPOSED MANHOLE
- PROPOSED CLEANOUT
- PROPOSED CATCH BASIN
- ◆ PROPOSED HYDRANT
- ⋈ PROPOSED GATE VALVE
- ◄ PROPOSED FLARED END
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CONCRETE
- PROPOSED STD. DUTY BITUMINOUS
- PROPOSED HEAVY DUTY BITUMINOUS
- PROPOSED CONTOUR
- PROPOSED ELEVATION
- SILT FENCE
- INLET PROTECTION DEVICE
- PROPOSED EC BLANKET CATEGORY 20 (MNDOT 3885)
- CONSTRUCTION LIMITS
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- LOT LINE
- BUILDING/PARKING SETBACK LINE
- SOIL BORING
- DRAINAGE ARROW
- W EXISTING WATERMAIN
- S EXISTING SANITARY SEWER
- ST EXISTING STORM SEWER
- G EXISTING BURIED GAS LINE
- E EXISTING BURIED ELECTRIC LINE
- T EXISTING BURIED TELEPHONE LINE
- TV EXISTING BURIED TELEVISION LINE
- 980 EXISTING CONTOUR
- x 995.50 EXISTING ELEVATION

PROGRESS PRINT
6-4-24



Boundary, topographical & utility information was prepared by Harry S. Johnson Co. Inc. This information has not been verified as to its accuracy or completeness by Rehder & Associates, Inc.

3440 Robert Drive, Suite 110
Minneapolis, MN 55412
Telephone 612-452-5051
www.rehder.com

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

PROJECT NO.: 001-XXXX-XXX DRAWING FILE: XXXXXX.DWG

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

PRELIMINARY

Name _____ Date _____ Reg. No. _____

Issued
XXXXXX

XX-XX-XX

GRADING, DRAINAGE, &
EROSION CONTROL PLAN
IGH HYUNDAI
CITY OF INVER GROVE HEIGHTS

SHEET NUMBER
C3

Filename: INVER GROVE HYUNDAI REPAIR GARAGE\INVER GROVE HYUNDA REPAIR GARAGE-L1

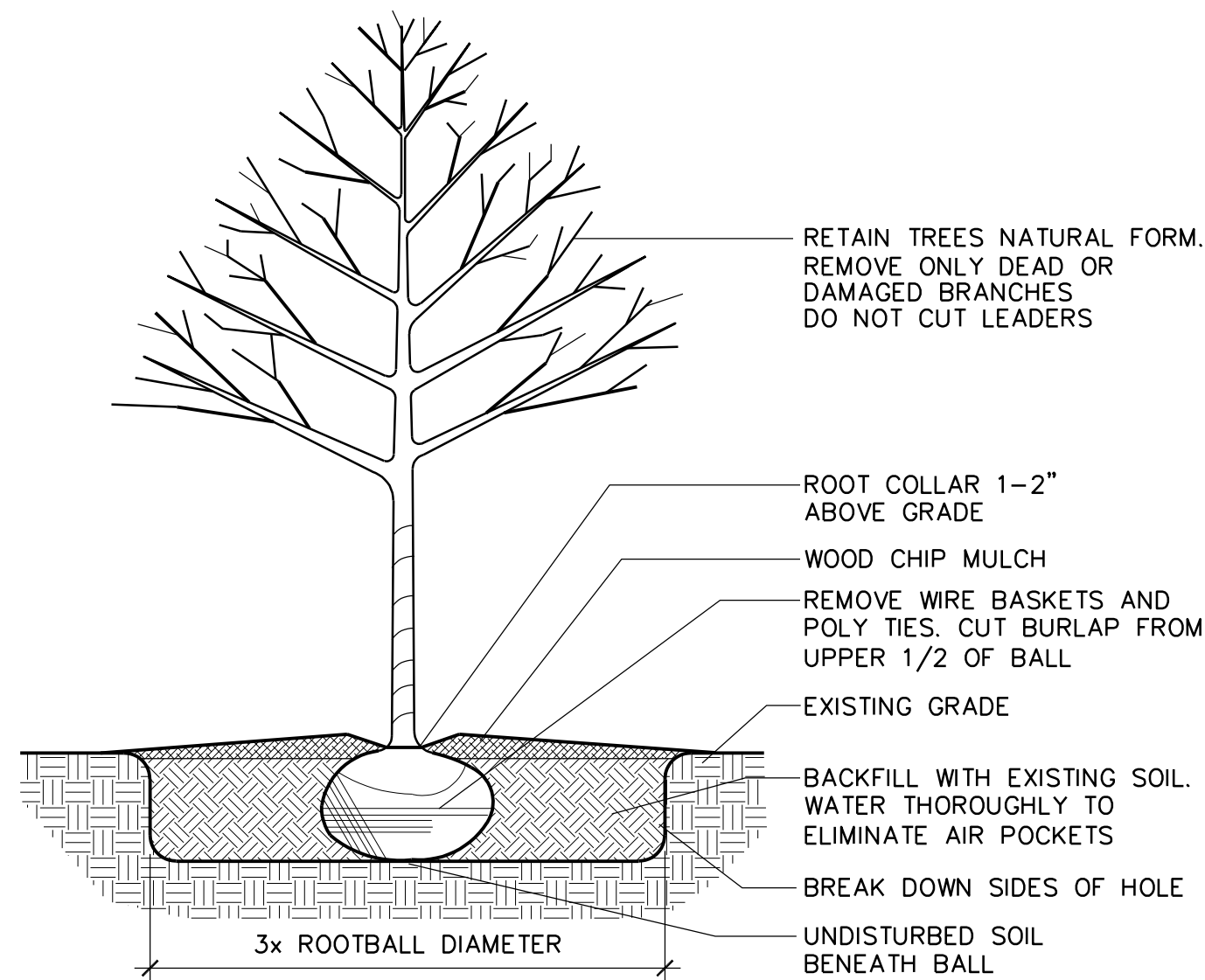
PLANTING SCHEDULE						
QTY.	KEY	COMMON NAME	BOTANICAL NAME	SIZE	MTHD	REMARKS
3	IH	IMPERIAL HONEYLOCUST	GLEDITSIA TRICANTHOS	2.5" CAL.	BB	
7	CT	COFFEE TREE	GYMNOCLADUS DIOICUS	2.5" CAL.	BB	
3	SO	SWAMP WHITE OAK	QUERCUS BICOLOR	2.5" CAL.	BB	
3	SD	SNOWDRIFT CRAB	MALUS SNOWDRIFT	1.5" CAL.	BB	
6	BH	BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA	6' TALL	BB	
3	WP	WHITE PINE	PINUS STROBUS	6' TALL	BB	
10	BB	COMPACT BURNING BUSH	EUONYMUS ALATUS 'COMPACTA'	18"-24" TALL	CONT.	
15	GS	GOLDMOUND SPIREA	SPIREA X BUMALDA 'GOLDMOUND'	18"-24" TALL	CONT.	

LANDSCAPE NOTES:

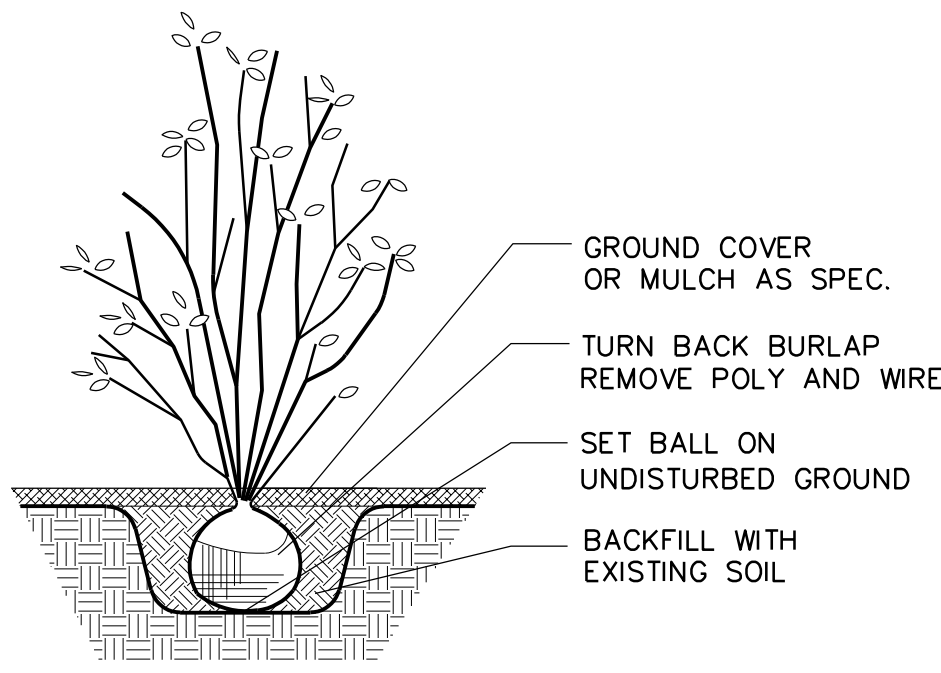
- SEED/SOD AREAS AS SHOWN ON THE PLAN.
- SEE PLAN FOR PLANTINGS LOCATED IN ROCK MULCH BED. ROCK MULCH BEDS SEPARATED FROM SOD BY BLACK VINYL EDGER. OTHER PLANTINGS TO HAVE WOOD MULCH RING TO PREVENT WEED GROWTH AND CONSERVE WATER.
- UNDERGROUND IRRIGATION SYSTEM TO BE PROVIDED FOR ALL FOUNDATION PLANTINGS AND TURF AREAS. PROVIDE MOISTURE SENSOR. IRRIGATION DESIGN BY CONTRACTOR.
- SEE PLAN FOR EXISTING TREES TO BE SAVED

LANDSCAPE REQUIREMENT

- 1756 FT SITE PERIM AT 1/50 = 35 TREES REQUIRED
9 EVERGN + 3 ORNAM. (1.5) + 15 (2.5) SHRUBS
14 UNITS PROVIDED
(21 UNITS ASSUMED FOR EXISTING TREES ON SITE)
- 129 STALLS AT 1/10 STALLS = 13 TREES REQUIRED
13 DECID + 10 SHRUBS (1.5)
14.5 UNITS PROVIDED

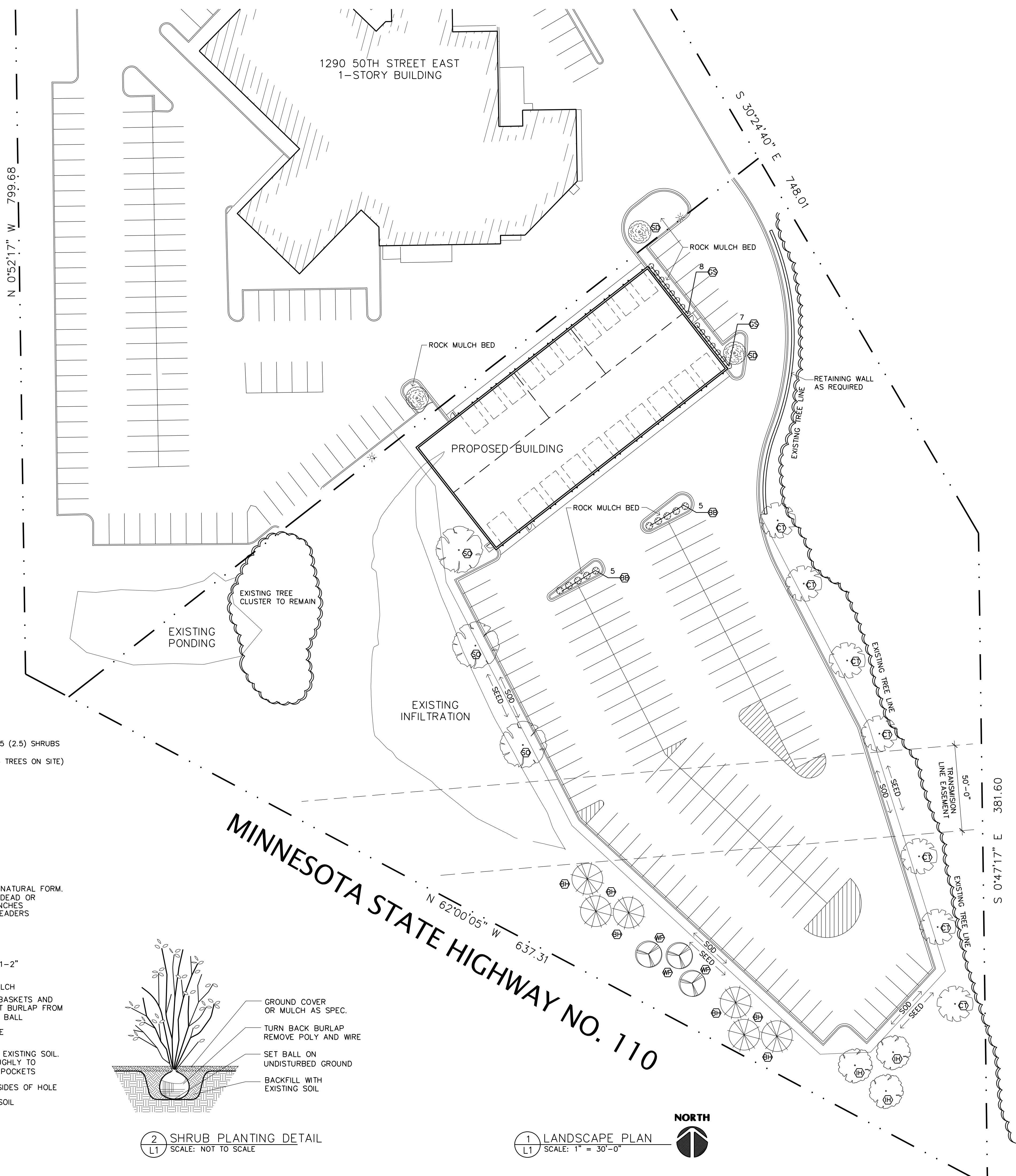


3 TREE PLANTING DETAIL
L1 SCALE: NOT TO SCALE



2 SHRUB PLANTING DETAIL
L1 SCALE: NOT TO SCALE

1 LANDSCAPE PLAN
L1 SCALE: 1" = 30'-0"



L
A

LAMPERT
ARCHITECTS

420 Summit Avenue
St. Paul, MN 55102
Phone: 763.755.1211 Fax: 763.757.2849
lamperl@lamperl-arch.com

R
RJR

RJRyan
Construction, Inc.
Commercial Design and Construction

1100 Mendota Heights Road
Mendota Heights, MN 55120
Ph: 651-481-0200
Fax: 651-481-0235

REPAIR GARAGE FOR
HYUNDAI AND FORD
Inver Grove Heights, MN

Copyright 2024
Leonard Lampert Architects Inc.
Project Designer: JAMES B
Drawn By: JRB
Checked By: LL
Revisions

6/7/24	FINAL REVIEW
6/11/24	ISSUE FOR PERMIT

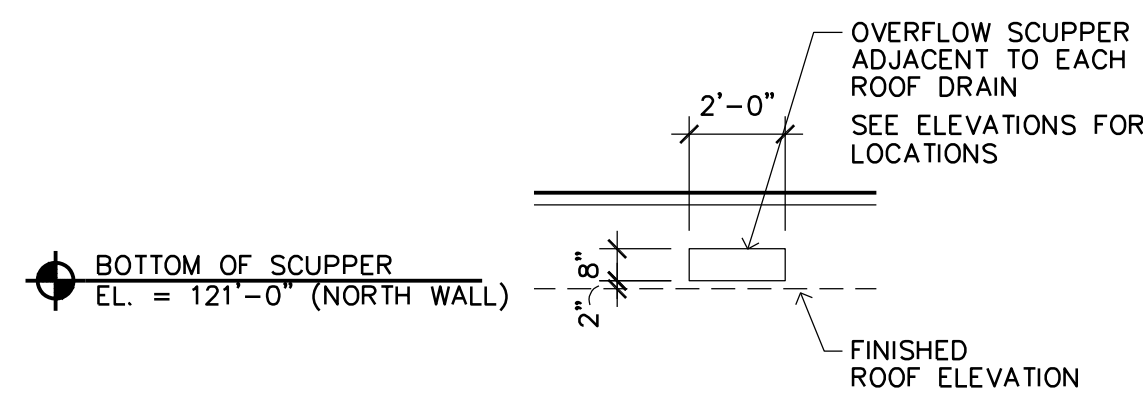
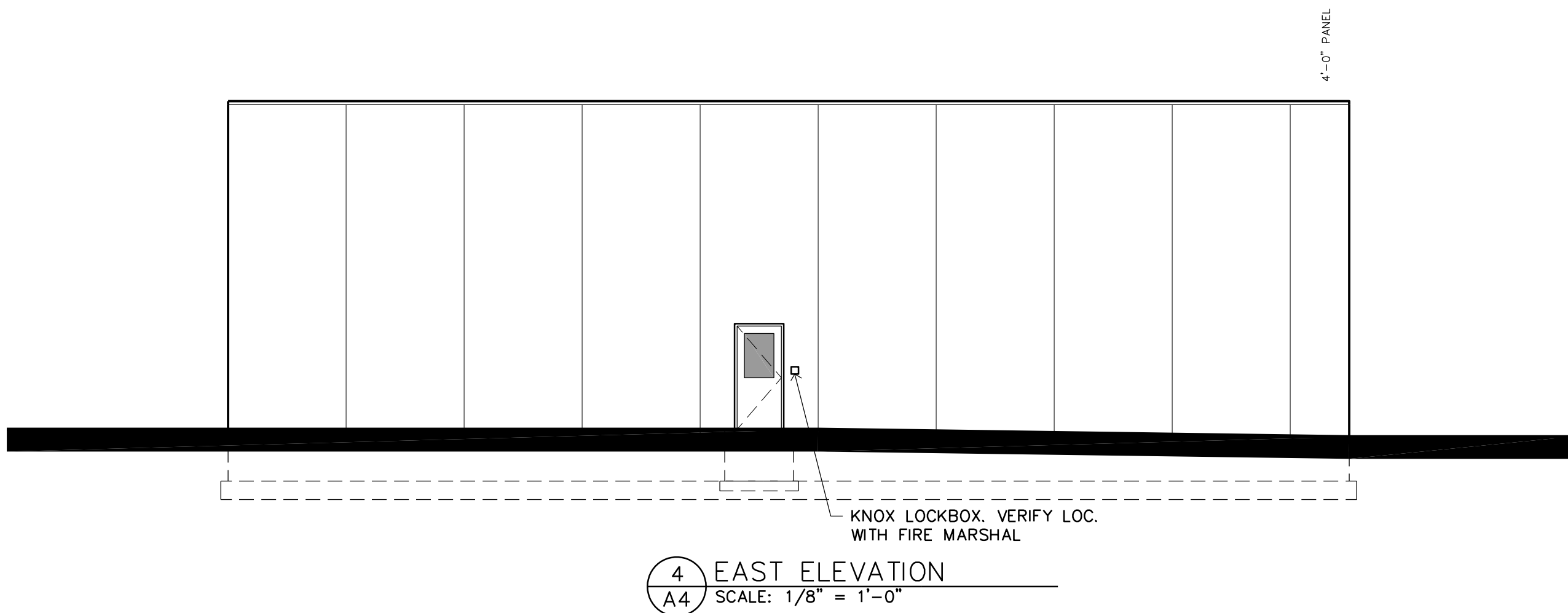
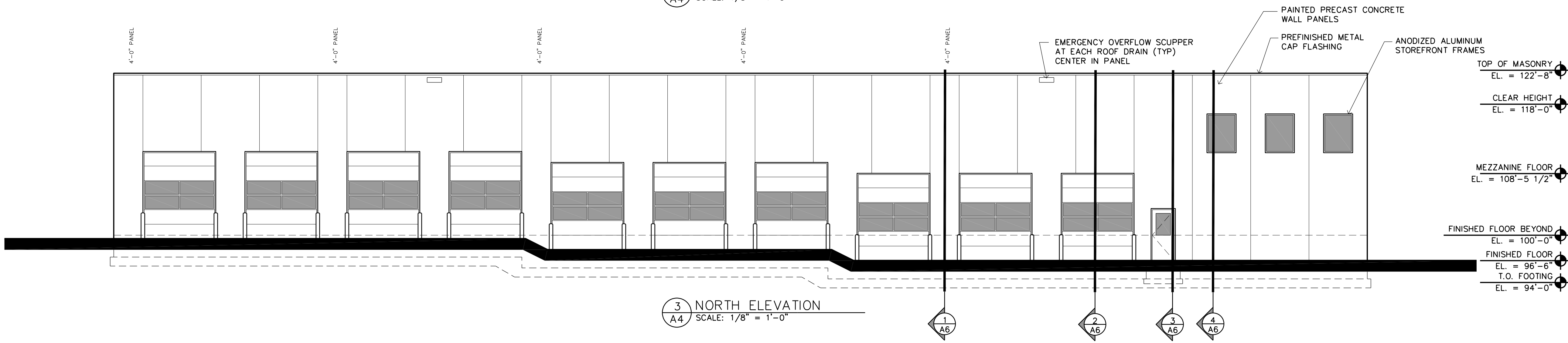
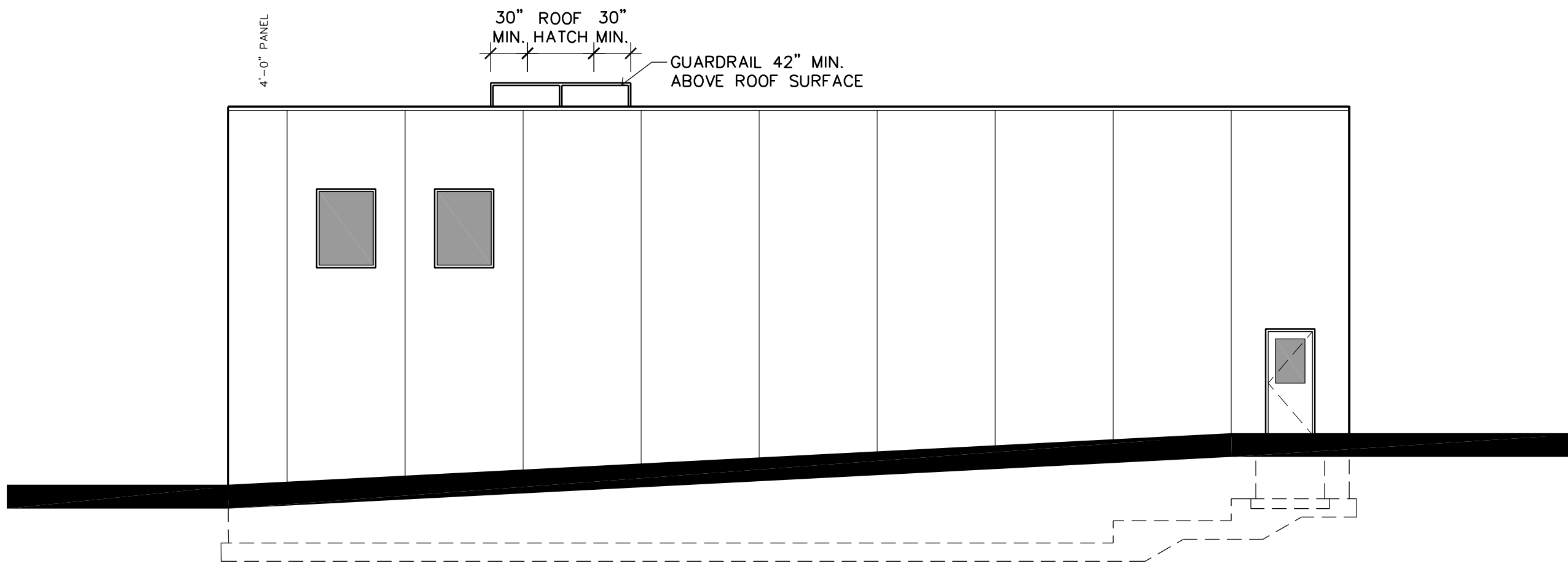
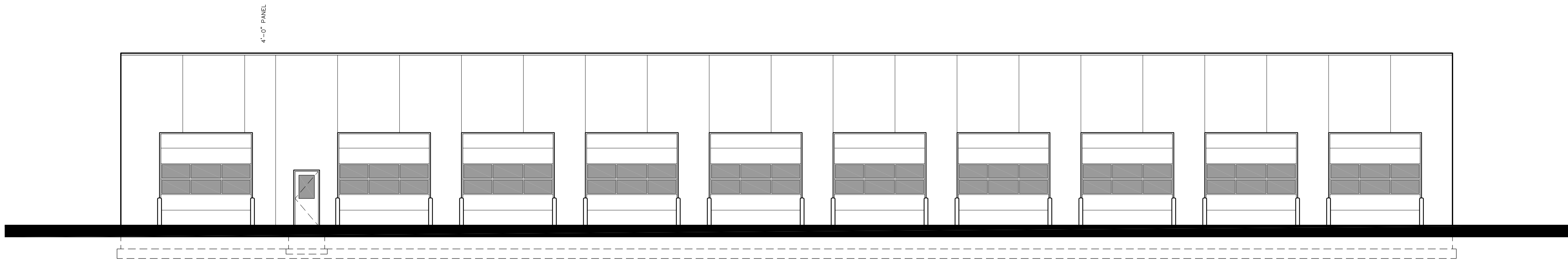
LANDSCAPE PLAN

Sheet Number

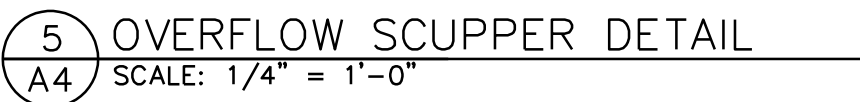
L1

Project No. 240313-1

Filename: INVER GROVE HYUNDAI REPAIR GARAGE INVER GROVE HYUNDAI REPAIR GARAGE-A4



NOTE: OVERFLOW SCUPPER IS SIZED ACCORDING TO IBC 1502.2.3
VERIFY WITH THE PLUMBING DESIGNER AND INT'L PLUMBING CODE



L
A

LEONARD LAMPERT ARCHITECTS

420 Summit Avenue
St. Paul, MN 55102
Phone: 763.755.1211 Fax: 763.757.2849
lamperl@lamperl-arch.com

ARCHITECT CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY
LICENSED ARCHITECT UNDER THE
LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY
NOT FOR
CONSTRUCTION

R
RJRyan

Construction, Inc.

Commercial Design and Construction

1100 Mendota Heights Road
Mendota Heights, MN 55120
Ph: 651-681-0200
Fax: 651-681-0230

REPAIR GARAGE FOR HYUNDAI AND FORD Inver Grove Heights, MN

Copyright 2024 Leonard Lampert Architects Inc.	
Project Designer: JAMES B	
Drawn By: JRB	
Checked By: LL	
Revisions	
4/19/24	PRELIMINARY
5/17/24	PROGRESS SET
6/7/24	FINAL REVIEW

BUILDING ELEVATIONS

Sheet Number

A4

Project No. 240313-1



Request for Council Action

SUBJECT: **Resolution Approving Charitable Gambling Premise Permit Application for Mississippi Pub, 4455 65th St. E.**

MEETING DATE: August 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the Charitable Gambling Premise Permit Application for for the Simley Wrestling Club to operate charitable gambling at Mississippi Pub, located at 4455 66th Street E in Inver Grove Heights.

BACKGROUND

The Simley Wrestling Club has submitted the attached LG214 Premises Permit Application for Mississippi Pub, located at 4455 66th Street E in Inver Grove Heights. The Simley Wrestling Club does not currently operate an authorized charitable gambling operation and this would be their first.

FISCAL IMPACT

This item has no fiscal impact to the City.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution for Charitable Gambling Premise Permit
2. LG214 Premises Permit Application - Simley Wrestling Club at Mississippi Pub
3. LG215 Lease for Lawful Gambling Activity - Simley Wrestling Club

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

RESOLUTION NO. 2024-175

**RESOLUTION APPROVING THE APPLICATION OF SIMLEY WRESTLING CLUB
FOR A PREMISES PERMIT TO CONDUCT LAWFUL PURPOSE GAMBLING AT MISSISSIPPI
PUB LOCATED AT 4455 66TH STREET E, INVER GROVE HEIGHTS, MINNESOTA**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, The Simley Wrestling Club has submitted an application Lawful Gambling Premises Permit at Mississippi Pub 4455 66th Street E, Inver Grove Heights, and

WHEREAS, the City of Inver Grove Heights has conducted the required background investigation on the application which has not developed any facts that would constitute the basis for denial, now

THEREFORE, BE IT RESOLVED, By the City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of the Simley Wrestling Club for a lawful gambling premises permit at Mississippi Pub, 4455 66th Street E, Inver Grove Heights subject to compliance with the provisions of the City's Gambling Ordinance or Minnesota Statutes relating to charitable gambling.

FURTHER, to direct staff to forward a copy of this resolution to the Minnesota Charitable Gambling Control Board.

Adopted this 26th day August, 2024.

Brenda Dietrich, Mayor

Attest:

Rebecca Kiernan, City Clerk

MINNESOTA LAWFUL GAMBLING
LG214 Premises Permit Application

6/15 Page 1 of 2

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:
Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Simley Wrestling Club License Number: _____
Chief Executive Officer (CEO) Daniel Nicholas Wunderlich Daytime Phone: 507-382-3350
Gambling Manager: Katrina Lynn Matson Daytime Phone: 763-587-8462

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Mississippi Pub
List any previous names for this location:

Street address where premises is located: 4455 66th Street E
(Do not use a P.O. box number or mailing address.)

City: OR Township:	County:	Zip Code:
<u>Inver Grove Heights</u>	<u>Dakota</u>	<u>55076</u>

Does your organization own the building where the gambling will be conducted?

☐ Yes ☒ No If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? ☒ Yes ☐ No ☐ Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? ☐ Yes ☒ No ☐ Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: _____ Bank Account Number: Applied For
Bank Street Address: _____ City: _____ State: **MN** Zip Code: _____

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
_____	_____	MN	_____
_____	_____	MN	_____
_____	_____	MN	_____

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>Inver Grove Heights</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization.	6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial.
Signature of Chief Executive Officer (designee may not sign)	Date

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 your organization's 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 Department 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

MINNESOTA LAWFUL GAMBLING
LG215 Lease for Lawful Gambling Activity

6/15 Page 1 of 2

LEASE INFORMATION		
Organization:	License/Site Number:	Daytime Phone:
Simley Wrestling Club		763-587-8462
Address:	City:	State: Zip:
3755 89th Street East	Inver Grove Heights	MN 55076
Name of Leased Premises:	Street Address:	
Mississippi Pub	4455 66th Street E	
City:	State: Zip:	Daytime Phone:
Inver Grove Heights	MN 55076	651-455-4975
Name of Legal Owner:	Business/Street Address:	
Joseph Harms	4455 66th Street E	
City:	State: Zip:	Daytime Phone:
Inver Grove Heights	MN 55076-4256	651-455-4974
Name of Lessor (if same as legal owner, write "SAME"):	Address:	
SAME		
City:	State: Zip:	Daytime Phone:
Check applicable item:		
☒ New or amended lease. Effective date: <u>10/01/2024</u> . Submit changes at least ten days before the effective date of the change.		
☐ New owner. Effective date: _____. Submit new lease within ten days after new lessor assumes ownership.		
CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)		
☒ Pull-Tabs (paper)	☒ Electronic Pull-Tabs	
☒ Pull-Tabs (paper) with dispensing device	☒ Electronic Linked Bingo	
☒ Bar Bingo ☐ Bingo	Electronic games may only be conducted:	
☒ Tipboards	1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or	
☒ Paddlewheel ☐ Paddlewheel with table	2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.	
PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)		
BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.		
ALL GAMES, including electronic games: Monthly rent to be paid: <u>--</u> %, not to exceed 10% of gross profits for that month.		
• Total rent paid from all organizations for only booth operations at the leased premises may not exceed \$1,750 .		
• The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.		
BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.		
ELECTRONIC GAMES: Monthly rent to be paid: <u>15</u> %, not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.		
ALL OTHER GAMES: Monthly rent to be paid: <u>20</u> %, not to exceed 20% of gross profits from all other forms of lawful gambling.		
• If any booth sales conducted by a licensed organization at the premises, rent may not exceed 10% of gross profits for that month and is subject to booth operation \$1,750 cap.		
BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)		
Bingo rent is limited to one of the following:		
• Rent to be paid: <u>--</u> %, not to exceed 10% of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.		
- OR -		
• Rate to be paid: \$ <u>-----</u> per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.		
⇒ Rent may not be paid for bar bingo.		
⇒ Bar bingo does not include bingo games linked to other permitted premises.		
LEASE TERMINATION CLAUSE (must be completed)		
The lease may be terminated by either party with a written <u>30</u> day notice. Other terms:		

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

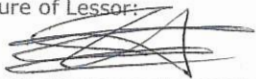
Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:



Date:

8-9-24

Signature of Organization Official (Lessee):

Date:

Katie Matson 09Aug'24

Print Name and Title of Lessor:

JOE HARMS OWNER

Print Name and Title of Lessee:

KATIE MATSON GAMBLING MANAGER

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:

Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032



Request for Council Action

SUBJECT: **Request for Donation to IGH Days Fireworks Display**

MEETING DATE: August 26, 2024

ITEM TYPE: Consent Agenda

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to authorize a financial contribution toward the cost of the IGH Days Fireworks Display, scheduled for September 7, 2024.

BACKGROUND

Inver Grove Heights (IGH) Days is a volunteer-organized community celebration that takes place annually during the second weekend of September. For many years, the City has contributed toward the cost of the Saturday night fireworks display, including a \$7,500 donation in 2023. This amount was also budgeted for in the 2024 budget for the Recreation Division.

IGH Days President Mickey Difronzo recently submitted the attached request for a donation to this year's fireworks display.

FISCAL IMPACT

As noted above, \$7,500 is currently budgeted for this purpose, which is the same amount contributed in 2023. In prior years, the City's contribution had been \$5,000.

RECOMMENDATION

Staff recommends that Council authorize the contribution of \$7,500 to the IGH Days organization to be used toward the cost of the fireworks display planned for Saturday, September 7, 2024.

ATTACHMENTS

1. IGH Days Request for Contribution to 2024 Fireworks Display

From: [IGH Days President](#)
To: [Kris Wilson](#)
Subject: Re: Fireworks?
Date: Tuesday, August 13, 2024 6:50:53 PM

Looked back in my history and I just had sent an email. Let me know if you need anything else.

Mayor and IGH City Council:

The IGH Days Volunteer Committee is hard at work planning the 2024 community celebration September 3rd thru 8th.

Our community celebration has included activities for the entire family such as: City Wide Garage Sale, Children's Family Fun Night Carnival and Treasure Hunt, Disc Golf, Pickleball, Bean Bag and Volleyball Tournaments, Pet Contest, Business Expo, Public Safety Display, Car Show, Bingo, Street Dance, Parade and Fireworks.

Last year, the city of Inver Grove Heights donated \$7,500 to the committee which was in turn used towards the Saturday evening fireworks display. I am submitting the request for the annual donation again this year. The city has been extremely gracious in the past not only with a cash donation, but the support from Public Safety, Fire, Public Works, Park and Rec, and many more. The volunteer committee appreciates this support and looks forward to working with everyone to make this year's celebration a great one.

Thanks

Mickey Difronzo
IGH Days President

On Tue, Aug 13, 2024 at 6:41 PM IGH Days President <ighdayspresident@gmail.com> wrote:

Hi Kris - Thanks for the reminder. I keep thinking about it and forget to send the letter. Is an email request ok or should I do a formal letter?

Thanks

Mickey

On Tue, Aug 13, 2024 at 3:39 PM Kris Wilson <kwilson@ighmn.gov> wrote:

Good afternoon –

We here at City Hall are getting excited about IGH Days coming up in just a few weeks!

In the past, the City has received a request from the IGH Days organization for financial support for the fireworks display, but it has come to my attention that we have yet to receive a request this year. Are fireworks still planned as part of the event? Is the organization planning to request financial assistance from the City toward the cost of fireworks? We only have one more City Council meeting prior to IGH Days – on Monday, August 26. It would be helpful to know at least a week ahead of that day if a request similar to last year's is coming.

Thanks,

-Kris Wilson
City Administrator

Kris Wilson | City Administrator

Tel: (651) 450-2511

City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota
| 55077

kwilson@ighmn.gov | www.ighmn.gov



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Request for Council Action

SUBJECT: **Temporary Premise Expansion for On-Sale Liquor License Holder Inver Grove Brewing Co.**

MEETING DATE: August 26, 2024

ITEM TYPE: Public Hearing

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to conduct a public hearing for a temporary premise expansion of the On-Sale Liquor License held by Inver Grove Brewing Co. for an event on September 6, 2024, in conjunction with Inver Grove Heights Days and an event on September 29, 2024, for Oktoberfest.

BACKGROUND

Inver Grove Brewing Co has submitted a temporary On-Sale Liquor License expansion permit for Friday, September 6, 2024, and September 29, 2024, for their location at 9051 Buchanan Trail.

The premise expansion allows a license holder to serve alcohol beyond the normal boundaries of its operation, for a defined date and time frame. The site map contained in the attached application identifies the area of the parking lot where alcohol will be allowed during this event for corn hole games.

This application has been reviewed and approved by the Building Inspections, Planning, Fire and Police departments.

The City Council is tasked with approving any temporary On-Sale Liquor Premise Expansion permits.

FISCAL IMPACT

none

RECOMMENDATION

Staff recommends holding a public hearing, and then approving the application for two (1-day) premise expansions for On-Sale Liquor License holder Inver Grove Brewing Co.

ATTACHMENTS

1. Temporary On-sale Intoxicating premise 2024
2. IGH Brewery Co Temporary Additional Area map
3. 24-25 COI



City of Inver Grove Heights

8150 Barbara Ave

Inver Grove Heights, MN 55076

**APPLICATION AND PERMIT FOR A 1 DAY
PREMISE EXPANSION FOR ON-SALE LIQUOR LICENSE**

Name of person making application

Erin Gerlach Inver Grove Brewing Company

Business phone

651370-1565

Home phone

651-343-8441

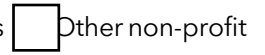
Date(s) of event

Friday 9-6-2024 & Saturday 9-29-2024

Type of organization



On-Sale License Holder



Organization Address (No PO Boxes)

9051 Buchanan Trail

City

Inver Grove Heights

State

Minnesota

Zip Code

55076

Organization officer's name

Erin Gerlach

City

Inver Grove Heights

State

Minnesota

Zip Code

55076

Organization officer's name

Erin Gerlach

City

Inver Grove Heights

State

Minnesota

Zip Code

55076

Organization officer's name

Erin Gerlach

City

Inver Grove Heights

State

Minnesota

Zip Code

55076

Location where permit will be used. If it is an outdoor area, describe (map would be preferred).

We would like it extended to the east side of our building along the back of our outdoor bar and dumpste

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service (if other than licensee holder).

If the applicant will carry liquor liability insurance, please provide the carrier's name and amount of coverage.

Event in conjunction with a community festival ☒ Yes ☐ No

APPROVAL BY CITY OF INVER GROVE HEIGHTS

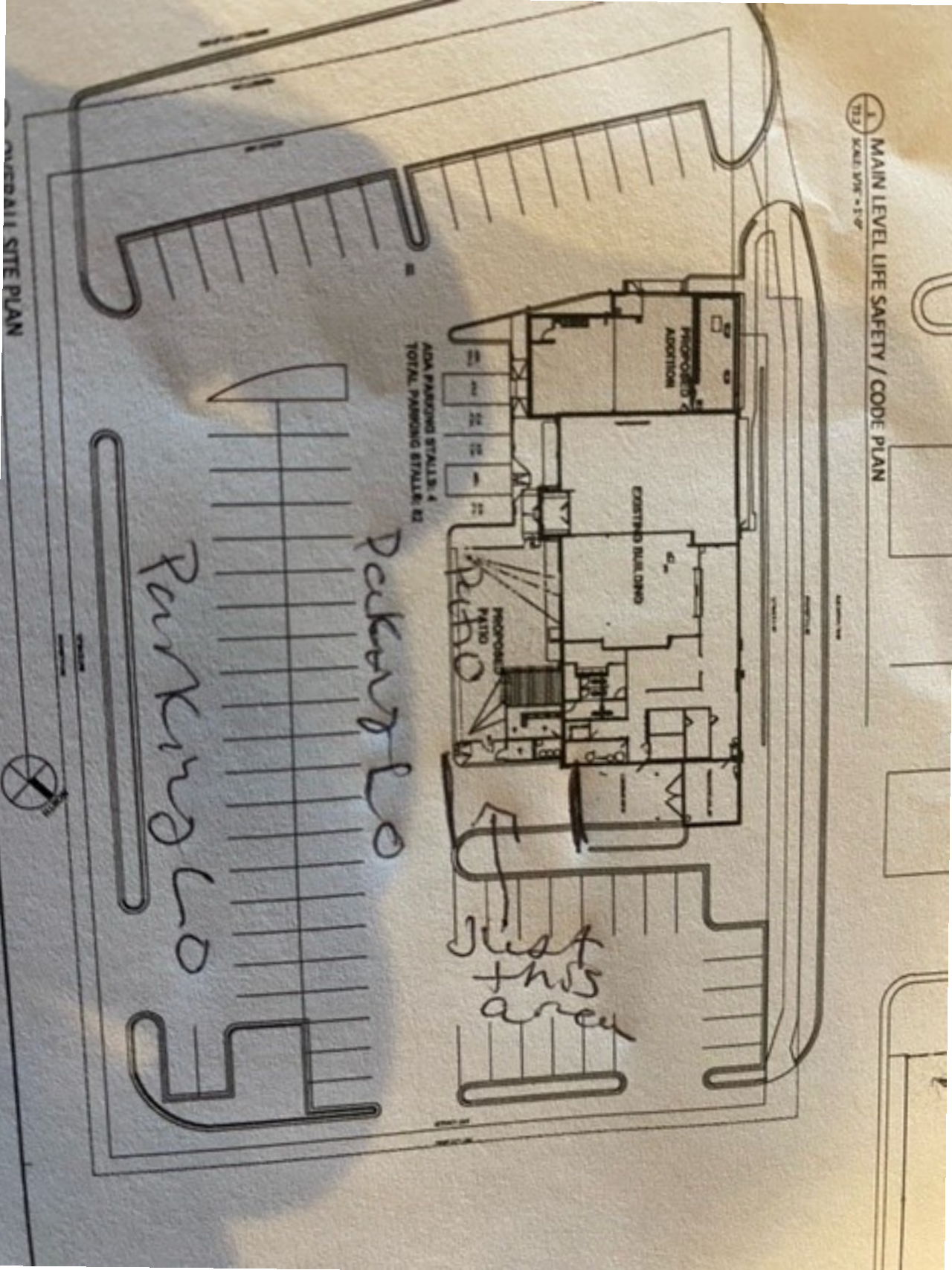
Mayor

City Clerk

Date Approved

Permit Date

1 MAIN LEVEL LIFE SAFETY / CODE PLAN
T13 SCALE: 1/8" = 1'-0"



ADA PARKING STALLS: 4
TOTAL PARKING STALLS: 82

Parking Lo

Parking Lo

Just this area

OVERALL SITE PLAN



LAKEBRE-01

SBERGUM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2024

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PRODUCER Solutions Insurance Agencies 215 N Central Ave Suite 6 Duluth, MN 55807	CONTACT NAME: Samantha Bergum	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: sbergum@solutionsagencies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Lakeville Brewing Co, LLC DBA Inver Grove Brewing Co 9051 Buchanan Trail Inver Grove Heights, MN 55076	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		ETD 0595334	8/10/2024	8/10/2025	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ETA 0595334	8/10/2024	8/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ETD 0595334	8/10/2024	8/10/2025	EACH OCCURRENCE \$ 1,000,000	
							AGGREGATE \$ 1,000,000	
							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
A	Liquor Liability			ETD 0595334	8/10/2024	8/10/2025	Aggregate 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Inver Grove Heights is included as Additional Insured. Liquor Liability Coverage is continuous until cancelled and extends to the parking lot. Liquor Liability \$1,000,000 each / \$2,000,000 aggregate

CERTIFICATE HOLDER

CANCELLATION

City of Inver Grove Heights
Inver Grove Heights, MN 55077

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



LAKEBRE-01

SBERGUM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	PHONE (A/C, No, Ext): E-MAIL ADDRESS: sbergum@solutionsagencies.com	
	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Lakeville Brewing Co. LLC 8790 Upper 208th Street W Lakeville, MN 55044	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

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A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ETA 0595334	8/10/2024	8/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ETD 0595334	8/10/2024	8/10/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
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A	☒ Liquor Liability			ETD 0595334	8/10/2024	8/10/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lakeville is included as Additional Insured on the General Liability policy on a primary non-contributory basis when required by written contract. Off Premises coverage is included. Liquor Liability Coverage is continuous until cancelled. Liquor Liability \$1,000,000 each / \$2,000,000 aggregate. 30 Day Notice of Cancellation will be provided to the City of Lakeville.
Locations covered: 20135 Ipava Ave Lakeville, MN 55044

CERTIFICATE HOLDER

CANCELLATION

City of Lakeville 20195 Holyoke Ave Lakeville, MN 55044-8339	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



LAKEBRE-01

SBERGUM

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	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Lakeville Brewing Co. LLC 8790 Upper 208th Street W Lakeville, MN 55044	NAIC # 10677

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

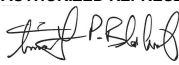
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A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ETA 0595334	8/10/2024	8/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ETD 0595334	8/10/2024	8/10/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	☒ Liquor Liability			ETD 0595334	8/10/2024	8/10/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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Locations covered: 8790 Upper 208th St W Lakeville, MN 55044

CERTIFICATE HOLDER

CANCELLATION

City of Lakeville 20195 Holyoke Ave Lakeville, MN 55044-8339	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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LAKEBRE-01

SBERGUM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2024

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PRODUCER Solutions Insurance Agencies 215 N Central Ave Suite 6 Duluth, MN 55807	CONTACT NAME: Samantha Bergum	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: sbergum@solutionsagencies.com	
	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Lakeville Brewing Co, LLC dba LBC on the Lake 20135 Ipava Avenue Lakeville, MN 55044	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
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COVERAGES

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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	☒ Liquor Liability			ETD 0595334	8/10/2024	8/10/2025	Aggregate 2,000,000

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CERTIFICATE HOLDER

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	AUTHORIZED REPRESENTATIVE



LAKEBRE-01

SBERGUM

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	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Lakeville Brewing Company LLC and Hometown Restaurant Group LLC 16164 Huron Ct Lakeville, MN 55044	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: 2024 Suds for Scholars. Lakeville Area Chanber Foundation is included as an Additional Insured on the General Liability policy when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Lakeville Area Chanber Foundation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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PRODUCER Solutions Insurance Agencies 215 N Central Ave Suite 6 Duluth, MN 55807	CONTACT NAME: Samantha Bergum PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sbergum@solutionsagencies.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Lakeville Brewing Co, LLC DBA Inver Grove Brewing Co 9051 Buchanan Trail Inver Grove Heights, MN 55076	NAIC # 10677

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			ETD 0595334	8/10/2024	8/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ETA 0595334	8/10/2024	8/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ETD 0595334	8/10/2024	8/10/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	☒ Liquor Liability			ETD 0595334	8/10/2024	8/10/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Location Covered: 9051 Buchanan Trail, Inver Grove Heights, MN 55076 including parking lot and off premises coverage included. Liquor Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate. Coverage is continuous until cancelled.

CERTIFICATE HOLDER

CANCELLATION

Minnesota Department of Public Safety - Alcohol and Gambling Enforcement Division 445 Minneaota St., Ste 222 St. Paul, MN 55101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



LAKEBRE-01

SBERGUM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2024

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PRODUCER Solutions Insurance Agencies 215 N Central Ave Suite 6 Duluth, MN 55807	CONTACT NAME: Samantha Bergum	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: sbergum@solutionsagencies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Lakeville Brewing Co. LLC 8790 Upper 208th Street W Lakeville, MN 55044	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			ETD 0595334	8/10/2024	8/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ETA 0595334	8/10/2024	8/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ETD 0595334	8/10/2024	8/10/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			ETD 0595334	8/10/2024	8/10/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Locations Covered: 8790 Upper 208th St. West, Lakeville, MN 55044 including parking lot and off premises coverage included. Liquor Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate. Coverage is continuous until cancelled.

CERTIFICATE HOLDER

CANCELLATION

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	AUTHORIZED REPRESENTATIVE



LAKEBRE-01

SBERGUM

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DATE (MM/DD/YYYY)

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PRODUCER Solutions Insurance Agencies 215 N Central Ave Suite 6 Duluth, MN 55807	CONTACT NAME: Samantha Bergum	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: sbergum@solutionsagencies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Lakeville Brewing Co. LLC 8790 Upper 208th St. West Lakeville, MN 55044	INSURER B :	
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A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		ETD 0595334	8/10/2024	8/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ETA 0595334	8/10/2024	8/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ETD 0595334	8/10/2024	8/10/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			ETD 0595334	8/10/2024	8/10/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Veteran's Plaza LLC is additional insured under the General Liability policy when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Veterans Plaza, LLC 7920 Lakeville Boulevard P.O. Box 967 Lakeville, MN 55044	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Request for Council Action

SUBJECT: **Consideration of New Corporate Officer for Liquor License Holder Outback Steakhouse of Florida, LLC**

MEETING DATE: August 26, 2024

ITEM TYPE: Public Hearing

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to consider a new corporate officer, William Healy, for Outback Steakhouse Inc. premises at 5723 Bishop Avenue, Inver Grove Heights, holder of an On-Sale and Sunday Liquor License.

BACKGROUND

Outback Steakhouse of Florida, LLC has requested a change to their corporate officers which will amend their On-Sale and Sunday Liquor License for the location at 5723 Bishop Avenue in Inver Grove Heights. The applicant has paid the fees as required by City Code and provided all the necessary documentation required for the officer change.

The Police Department conducted the background investigation on William Healy and found no basis for denial of the officer change.

FISCAL IMPACT

NA

RECOMMENDATION

Staff recommends holding a public hearing and approval of the change in officers.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Consider Variances from Exterior Building Materials and Setbacks for 7280 Dickman Trail**

MEETING DATE: August 26, 2024

ITEM TYPE: Regular Business

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to consider a variance request from the exterior building material requirements and the side setback requirements for a hoop structure located at 7280 Dickman Trail (T&J Stanton - Case No. 24-27V).

- Requires 3/5th vote
- 60-day deadline: September 6, 2024 (1st 60-days)

BACKGROUND

The applicant is requesting variances from the exterior building material requirements and the side setback to allow a hoop structure about 22 feet from the side property line whereas 40 feet is required. The applicant owns three contiguous parcels totaling about 16 acres in size. The hoop structure is located on the northern parcel, on about 3.58 acres.

The applicant operates a contracting business and installed the structure in 2020. The building is approximately 1,200 square feet in size and was constructed to shelter materials that are sensitive to the elements.

The intent of the code requirements are to require all commercial and industrial buildings to have a high grade of materials for aesthetic and valuation purposes. In support of long-term redevelopment of the Concord Blvd/Dickman Trail area, staff believe all new buildings should be required to be constructed according to City Code by meeting current exterior material standards. There does not appear to be any unique circumstances on the property to necessitate allowing the structure to encroach into the side setbacks or not to comply with the exterior building standards. In neither case has the applicant demonstrated circumstances that prevent him from being able to satisfy all minimum zoning standards for accessory structures. Thus, there are no practical difficulties supporting either variance request. See the attached Planning Commission staff report for additional information.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff: The applicant has not demonstrated practical difficulties with the code requirements or a reason why he is unable to comply with the minimum standards. Therefore, staff recommends denial of the request as presented.

Planning Commission: At the August 20, 2024, public hearing, the applicant was present and no members of the public testified. The Planning Commission unanimously recommended denial of the setback variance due to the lack of practical difficulty. The Planning Commission also unanimously recommended denial of the exterior building material variance due to the lack of practical difficulty, with the recommendation to Council to consider amending the ordinance to allow certain hoop structures in industrial districts.

ATTACHMENTS

1. Denial Resolution - Setback
2. Denial Resolution - Exterior Building Materials
3. Planning Report

Variance from Exterior Building Material and Side Setback Requirements

Stanton – Case No. 24-27V

*City Council Meeting
August 26, 2024*



The map displays a grid of streets including 69TH ST, UPPER 69TH ST, DAWN CT, DELANEY, DEHRER WAY, DEHRER CT, 74TH ST, 77TH ST, and CONCORD BLVD. Zoning districts are color-coded: R-1C (yellow), R-2 (brown), R-3C (red), R-4 (blue), B-2 (orange), B-3 (red), B-4 (dark red), I-1 (grey), I-2 (dark grey), I-3 (light grey), I-4 (dark blue), I-5 (light blue), I-6 (dark green), I-7 (light green), I-8 (dark brown), I-9 (light brown), I-10 (dark red), I-11 (light red), I-12 (dark blue), I-13 (light blue), I-14 (dark green), I-15 (light green), I-16 (dark brown), I-17 (light brown), I-18 (dark red), I-19 (light red), I-20 (dark blue), I-21 (light blue), I-22 (dark green), I-23 (light green), I-24 (dark brown), I-25 (light brown), I-26 (dark red), I-27 (light red), I-28 (dark blue), I-29 (light blue), I-30 (dark green), I-31 (light green), I-32 (dark brown), I-33 (light brown), I-34 (dark red), I-35 (light red), I-36 (dark blue), I-37 (light blue), I-38 (dark green), I-39 (light green), I-40 (dark brown), I-41 (light brown), I-42 (dark red), I-43 (light red), I-44 (dark blue), I-45 (light blue), I-46 (dark green), I-47 (light green), I-48 (dark brown), I-49 (light brown), I-50 (dark red), I-51 (light red), I-52 (dark blue), I-53 (light blue), I-54 (dark green), I-55 (light green), I-56 (dark brown), I-57 (light brown), I-58 (dark red), I-59 (light red), I-60 (dark blue), I-61 (light blue), I-62 (dark green), I-63 (light green), I-64 (dark brown), I-65 (light brown), I-66 (dark red), I-67 (light red), I-68 (dark blue), I-69 (light blue), I-70 (dark green), I-71 (light green), I-72 (dark brown), I-73 (light brown), I-74 (dark red), I-75 (light red), I-76 (dark blue), I-77 (light blue), I-78 (dark green), I-79 (light green), I-80 (dark brown), I-81 (light brown), I-82 (dark red), I-83 (light red), I-84 (dark blue), I-85 (light blue), I-86 (dark green), I-87 (light green), I-88 (dark brown), I-89 (light brown), I-90 (dark red), I-91 (light red), I-92 (dark blue), I-93 (light blue), I-94 (dark green), I-95 (light green), I-96 (dark brown), I-97 (light brown), I-98 (dark red), I-99 (light red), I-100 (dark blue).

Legend

Feature

- NOT ROW
- ROW

Zoning_I_GH_Legend

ZONING

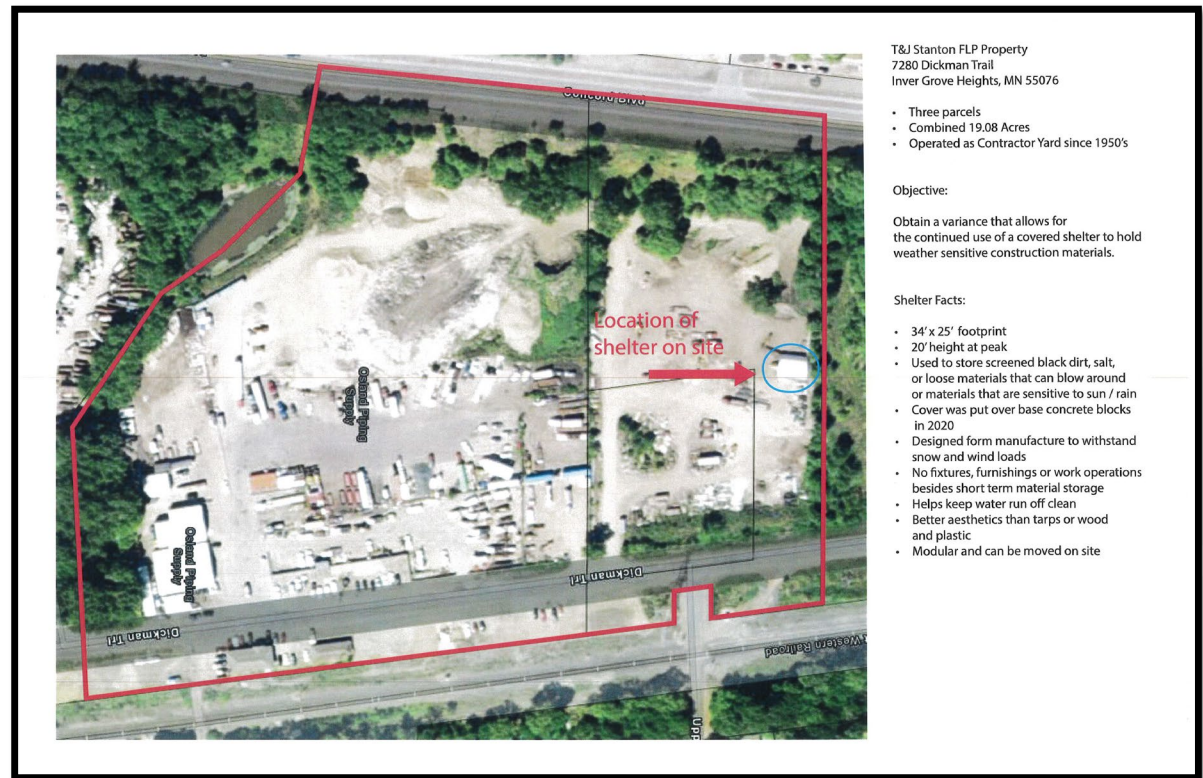
- A, Agricultural
- E-1, Estate Residential
- E-2, Estate Residential
- R-1A, Single-family (40,000 sq ft)
- R-1B, Single-family (20,000 sq ft)
- R-1C, Single-family (12,000 sq ft)
- R-2, Two-family Residential
- R-3A, 7,260 sq ft per unit
- R-3B, 3,630 sq ft per unit
- R-3C, 2,000 sq ft per unit
- R-4, Manufactured Home Park
- B-1, Limited Business
- B-2, Neighborhood Business
- B-3, General Business
- B-4, Shopping Center
- OP, Office Park
- PUD, Planned Unit Development
- Office PUD
- Commercial PUD
- Multiple-family PUD
- I-1, Limited Industry
- I-2, General Industry
- I-3, Institutional
- ROW, Right-of-way

THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES.

HEREIN CONTAINED
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright © City of Inver Grove Heights, 2008

Action requested:

- A **variance** from the exterior building material and the side setback requirements to allow a hoop structure about 22 feet from the side property line.
- Property is 3 parcels, about 16 total acres. Structure is on the northern 3.58 acre parcel.
- Structure was installed in 2020 without a building permit.
- Building is about 1,200 square feet in size



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



Recommendations:

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



CITY ADMINISTRATION

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

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Minnesota
GreenStep Cities



Denial variance- setbacks

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2024-176

RESOLUTION DENYING A VARIANCE FROM THE SIDE SETBACK REQUIREMENT

CASE NO. 24-27V T&J Stanton – Case No. 24-27V

Property located at 7280 Dickman Trail and legally described as follows:

PT OF N 350 FT OF S 600 FT OF NW 1/4 OF NW 1/4 & OF GOVT LOT 8 LYING W OF RR & E OF STH#56 EX BEG INT S LINE OF N 350 FT OF S 600 FT & C/L CR #77 N 89D SOM 30S W 283.25 FT N 6D 55M 54S W 250 FT S 89D SOM 30S E 283.25 FT TO C/L CR #77 S 6D 55M 54S E ON C/L 250 FT TO BEG EX PT TO CITY EX PARCEL 45 DAKOTA CO R/W MAP 294

WHEREAS, the applicant is requesting a variance to allow the structure to be located about 22 feet from the side property line whereas 40 feet is required;

WHEREAS, the afore described property is zoned I-1, Limited Industry;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 20, 2024 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the structure to encroach into the side setback could set a precedent for setback encroachments.

3. The facts presented did not satisfy the criteria needed to show a practical difficulty to support granting a variance. The applicant could construct the building in a location that complies with setback requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a hoop structure is hereby denied.

Adopted by the City Council of Inver Grove Heights this 26th day of August, 2024.

Brenda Dietrich, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

Denial variance- siding

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2024-177

RESOLUTION DENYING A VARIANCE FROM THE EXTERIOR BUILDING MATERIAL REQUIREMENTS

CASE NO. 24-27V T&J Stanton – Case No. 24-27V

Property located at 7280 Dickman Trail and legally described as follows:

PT OF N 350 FT OF S 600 FT OF NW 1/4 OF NW 1/4 & OF GOVT LOT 8 LYING W OF RR
& E OF STH#56 EX BEG INT S LINE OF N 350 FT OF S 600 FT & C/L CR #77 N 89D SOM
30S W 283.25 FT N 6D 55M 54S W 250 FT S 89D SOM 30S E 283.25 FT TO C/L CR #77 S
6D 55M 54S E ON C/L 250 FT TO BEG EX PT TO CITY EX PARCEL 45 DAKOTA CO R/W
MAP 294

WHEREAS, the applicant is requesting a variance from the exterior building material requirements to allow a hoop structure;

WHEREAS, the afore described property is zoned I-1, Limited Industry;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 20, 2024 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the exterior building material variance could set a precedent for other hoop type accessory buildings, temporary or permanent.

3. The facts presented did not satisfy the criteria needed to show a practical difficulty to support granting a variance. The applicant could construct a building that complies with code requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a hoop structure is hereby denied.

Adopted by the City Council of Inver Grove Heights this 26th day of August, 2024.

Brenda Dietrich, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk



Planning Commission Report

MEETING DATE:	August 20, 2024
CASE NO:	24-27V
APPLICANT:	T&J Stanton, LFP
PROPERTY OWNER:	Same as Applicant
REQUEST:	Variance
LOCATION:	7280 Dickman Trail
COMPREHENSIVE PLAN:	Mixed Use
ZONING:	I-1, Limited Industrial District
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The specific request consists of the following:

- Variance from Section 10-15-17, Exterior Building Materials; and
- Variance from Section 10-11A, Allowing the structure to be less than the 40-foot setback from a property line.

BACKGROUND

The applicant is requesting Variances from the siding requirements and the side setback to allow a structure with hoop type construction covered with a canvas/poly exterior material. The structure is located about 22 feet from the side property line whereas 40 feet is required.

The applicant operates a contracting business on site and installed the structure in 2020. The structure was installed without a building permit and does not meet the exterior building material requirements and the required side yard setback. The intent of the building is to shelter materials that are sensitive to the elements. The building is approximately 1,200 square feet in size and is located approximately 22 feet from the north property line. All structures are to maintain at least a 40-foot setback from property lines in the I-1, Limited Industrial zoning district. The main buildings for the business are located on the larger parcel to the south, about 880 feet from the proposed structure.

EVALUATION OF REQUEST

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

North	City Owned Property	Zoned: I-1, Limited Industrial	Guided: LI, Light Industrial
East	Railroad Tracks & Single-Family	Zoned: R-1C, Single-Family Residential	Guided: LDR, Low Density Residential
West	Apartments	Zoned: R-3C, Multiple-Family Residential	Guided: MDR, Medium Density Residential
South	Industrial Type Uses	Zoned: I-1, Limited Industrial	Guided: LI, Light Industrial

The hoop structure is in violation of Section 10-15-17 Exterior Building Materials. Below is the code language regarding material requirements:

A. Commercial, Industrial And Institutional Buildings: All exterior vertical surfaces of any principal or accessory structure in a B, I or P zoning district shall have an equally attractive or the same fascia as the front. At least fifty percent (50%) of the exterior vertical surface shall consist of one or a combination of the following or similar materials: brick veneer; sculptured, textured or concrete block or panels; natural wood siding; steel, aluminum or vinyl lap siding; natural stone or glass. A maximum of one-third (1/3) of a building wall is permitted to have sheet or corrugated steel or aluminum finish.

The building setbacks for the structure are in violation of Section 10-11A, which require side setbacks to be no less than 40 feet from property lines. The applicant is requesting the structure to be about 22 feet from the northern side lot line.

ENGINEERING REVIEW

Engineering has reviewed the request and takes no exception to the Variance requests for exterior building materials or location of the structure.

VARIANCE REVIEW

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. The Variance request is in harmony with the general purpose and intent of the City Code and consistent with the Comprehensive Plan.

The intent of the code is to require all commercial and industrial buildings to have a high grade of materials for aesthetic and valuation purposes. Dickman Trail and Concord Boulevard have a mix of building types and exterior materials due to the age of the buildings in the area. In order to help redevelop the area, all buildings should be required to be constructed meeting current exterior material standards.

Setback standards are designed to maintain consistency and conformity to all structures in an area. In this case, the request is for an accessory type of building or shelter, the zoning code does not have reduced setbacks for accessory buildings in the Industrial zones.

2. The property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance.

The property is being used in a similar fashion as others along Dickman Trail and Concord Boulevard with a mix of industrial type uses. Allowing an accessory type of structure for storage is consistent with the I-1 District. As noted above, even though the area has existing older buildings that do not comply with code requirements, new structures shall be permitted and comply with zoning regulations.

The applicant owns three contiguous parcels totaling about 16 acres in size. The hoop structure is located on the northern parcel, on about 3.58 acres. Maximum building coverage in the I-1 District is 30%, and the parcel is well below that requirement.

3. The plight of the landowner is due to circumstances unique to the property to allow a structure not meeting the exterior standards or setbacks.

There does not appear to be any unique circumstances to the property to allow a structure not meeting the exterior standards or setbacks.

4. The Variance will not alter the essential character of the locality.

The buildings in the area are a mix of building materials with some that may not be fully in compliance with current exterior standards. Due to the age of many buildings, they were most likely built prior to the current standards. Allowing a new building to not meet the exterior standards could alter the character and affect the aesthetics and property valuations in the area.

Again, due to the historical age of the Dickman/Concord area, there are many buildings that do not comply with current setback standards. These would be considered non-conforming.

5. Economic considerations alone do not constitute an undue hardship.

There would be additional costs in either constructing a more permanent building or adding a different type of siding over the existing steel frame.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

A. Approval. If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of the **Variance** to allow a structure not meeting the exterior materials standard for industrial buildings subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

2. The structure is required to comply with all building and fire codes. A building permit is required to be approved by the Inspections Department.

Practical Difficulty: To be stated by the Planning Commission if supported.

- Approval of the Variance to allow the structure with reduced side yard setback.

Practical Difficulty: To be stated by the Planning Commission if supported.

B. Denial. If the Planning Commission does not favor the proposed request(s), it should be recommended for denial, which could be based on the following rationale:

1. Denying the Variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the exterior building material Variance could set a precedent for other accessory buildings, temporary or permanent.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a Variance.

RECOMMENDATION

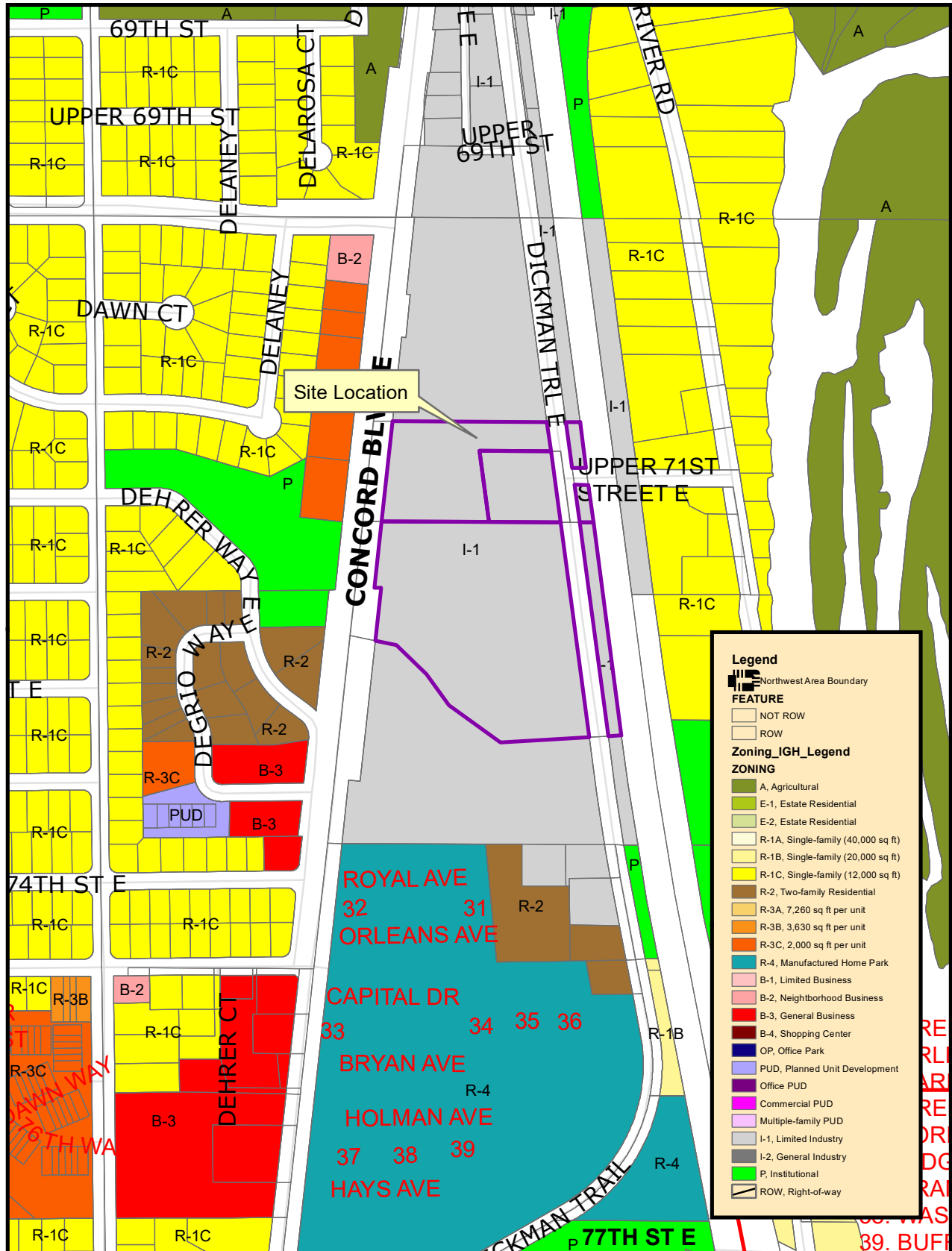
Based on the information in the preceding report staff does not believe there is sufficient rationale to support the criteria of a Variance and therefore recommends denial of both the exterior building materials request and the reduced side setback as proposed.

ATTACHMENTS

1. Zoning and Location Map
2. Aerial Photo
3. Narrative
4. Site Plan
5. Photo of Structure
6. Example of Material Sheets



Case No. 24-27V 7280 Dickman Trail



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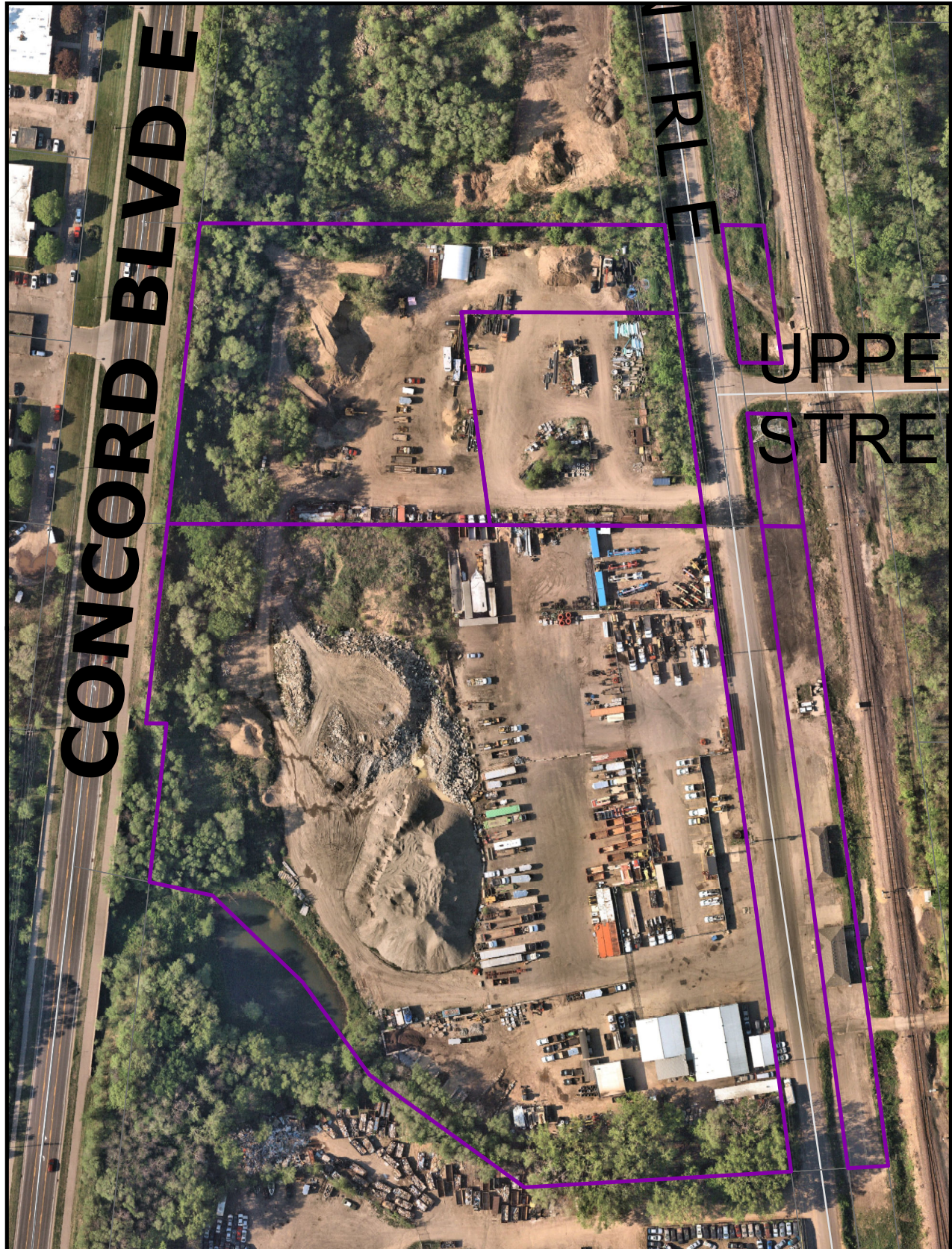
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Exhibit A
Zoning and Location Map



7280 Dickman Trail
Case No. 24-27V



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Exhibit B
Aerial Photo of Property
April 2024

Variance Narrative

Property Owner: T&J Stanton FLP Property
7280 Dickman Trail
Inver Grove Heights, MN 55076

Site Details: Three parcels
Combined 19.08 Acres
Seven total finished building structures on site
Operated as Contractor Yard since 1950's

Objective: Obtain a variance that allows for
the continued use of a covered shelter to hold
weather sensitive construction materials.

Shelter Facts:

- 34' x 25' footprint
- 20' height at peak
- Shielded on site by vegetation, earth berm, and screened from right away by site fencing
- Used to short store screened black dirt, salt, loose materials that can blow around and materials that are sensitive to sun / rain
- Cover was put over base concrete blocks in 2020
- Designed from manufacture to withstand snow and wind loads
- No fixtures, furnishings or work operations besides short-term material storage
- Helps keep water run off clean
- Better aesthetics than tarps or wood and plastic
- Modular and can be moved on site

T&J Stanton FLP

Parcel ID: 20-01100-27-014

Legal Description:

PT OF N 350 FT OF S 600 FT OF NW 1/4 OF NW 1/4 & OF GOVT LOT 8 LYING W OF RR & E OF STH#56 EX BEG INT S LINE OF N 350 FT OF S 600 FT & C/L CR #77 N 89D 50M 30S W 283.25 FT N 6D 55M 54S W 250 FT S 89D 50M 30S E 283.25 FT TO C/L CR #77 S 6D 55M 54S E ON C/L 250 FT TO BEG EX PT TO CITY EX PARCEL 45 DAKOTA CO R/W MAP 294



T&J Stanton FLP Property
7280 Dickman Trail
Inver Grove Heights, MN 55076

- Three parcels
- Combined 19.08 Acres
- Operated as Contractor Yard since 1950's

Objective:

Obtain a variance that allows for the continued use of a covered shelter to hold weather sensitive construction materials.

Shelter Facts:

- 34' x 25' footprint
- 20' height at peak
- Used to store screened black dirt, salt, or loose materials that can blow around or materials that are sensitive to sun / rain
- Cover was put over base concrete blocks in 2020
- Designed form manufacture to withstand snow and wind loads
- No fixtures, furnishings or work operations besides short term material storage
- Helps keep water run off clean
- Better aesthetics than tarps or wood and plastic
- Modular and can be moved on site





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Size – 65' W x 80' L

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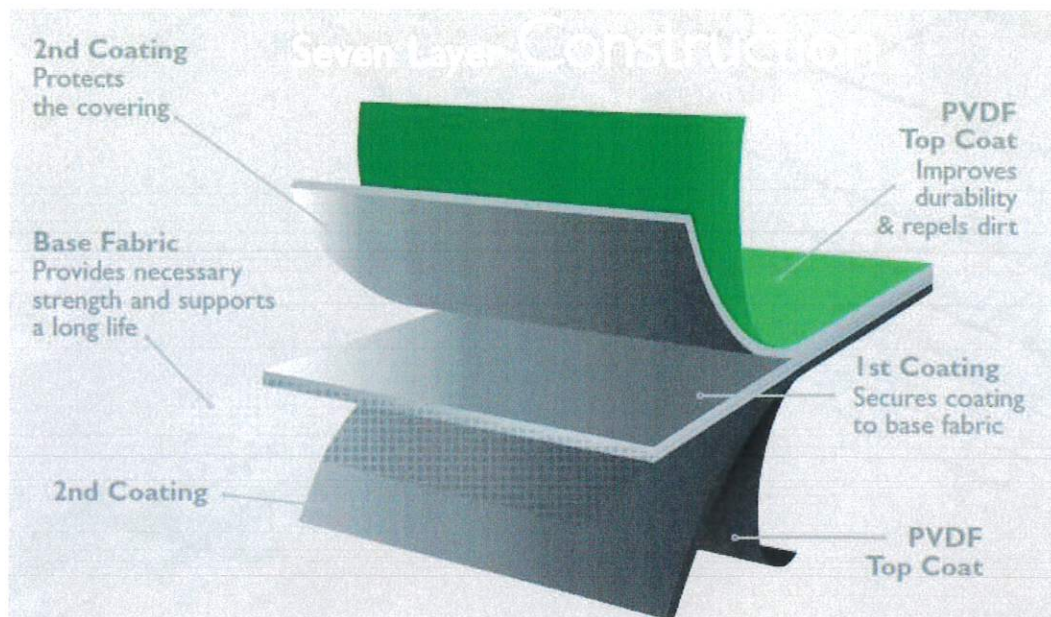
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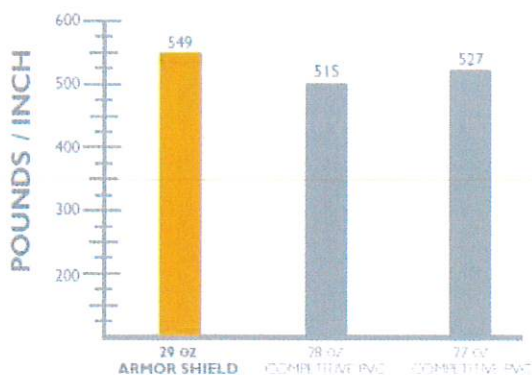


CASE STUDIES

APPLICATION -
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and storage
LOCATION -
Cleveland, TX
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Fabric Strength Test



Here's our fabric cover and structural steel
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South Windsor, Connecticut
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Request for Council Action

SUBJECT: **Consider a Variance for a Fence in the Front Yard at 6202 Concord Blvd**

MEETING DATE: August 26, 2024

ITEM TYPE: Regular Business

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to consider an application for a variance to allow a fence taller than 48 inches in the front yard (Landscapes Unlimited - Case No. 24-25V).

- Requires 3/5 vote
- 60-day deadline: October 19, 2024 (2nd 60-day)

BACKGROUND

The applicant is requesting a variance to construct a six-foot chain link fence within the front yard of the property located at 6202 Concord Boulevard. City Code states fences in the front yard shall provide no less than seventy five percent (75%) clear visibility and shall be no higher than four-feet. The proposed fence is chain link, complying with the 75% clear visibility requirement, and complies with the code requirements for the side and rear of the property, but the applicants are requesting a 72 inch fence (6 feet) vs the allowed 48 inch (4 feet) in the front yard.

One of the functions of the fencing requirements is for consistency of structure placement and aesthetic qualities from street, and neighboring views. The six-foot fence is proposed to be located along the front lot line, abutting the sidewalk. The applicant could comply with setback requirements, but would lose parking space on site. The gate would be located 30 feet back from the property line at the access point, providing for safe access to and from Concord Blvd. The purpose of the fence is to provide security of the contractor's yard during non-business hours.

With this request, the applicant is seeking to fence in the entire property, up to the property right of way. Although fencing is a permitted accessory use, the applicant is able to satisfy all minimum zoning standards for fencing. And, all other existing fences on properties nearby meet or exceed those minimum standards. Thus, there is no practical difficulty, and the location of this fence would not fit the character of this area. See the attached Planning Commission staff report for additional information.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff: Staff finds the request for the additional fence height within the front yard to be more of a convenience to the applicant and not a practical difficulty. Therefore, staff recommends denial of the request as presented. If the variance is approved, staff recommends the fence be located at least five feet from the front property line for pedestrian safety and snow removal.

Planning Commission: At the August 7, 2024, public hearing, the applicant was present and no members of the public testified. The Planning Commission recommended approval of the variance with the practical difficulty being city code has the same fencing requirements in all districts and commercial and industrial properties have different fencing needs compared to residential properties (6-2).

ATTACHMENTS

1. Resolution of Denial
2. Resolution of Approval
3. Planning Commission Recommendation
4. Planning Report

Variance to allow a fence taller than 48 inches in the front yard

Landscapes Unlimited – Case No. 24-25V

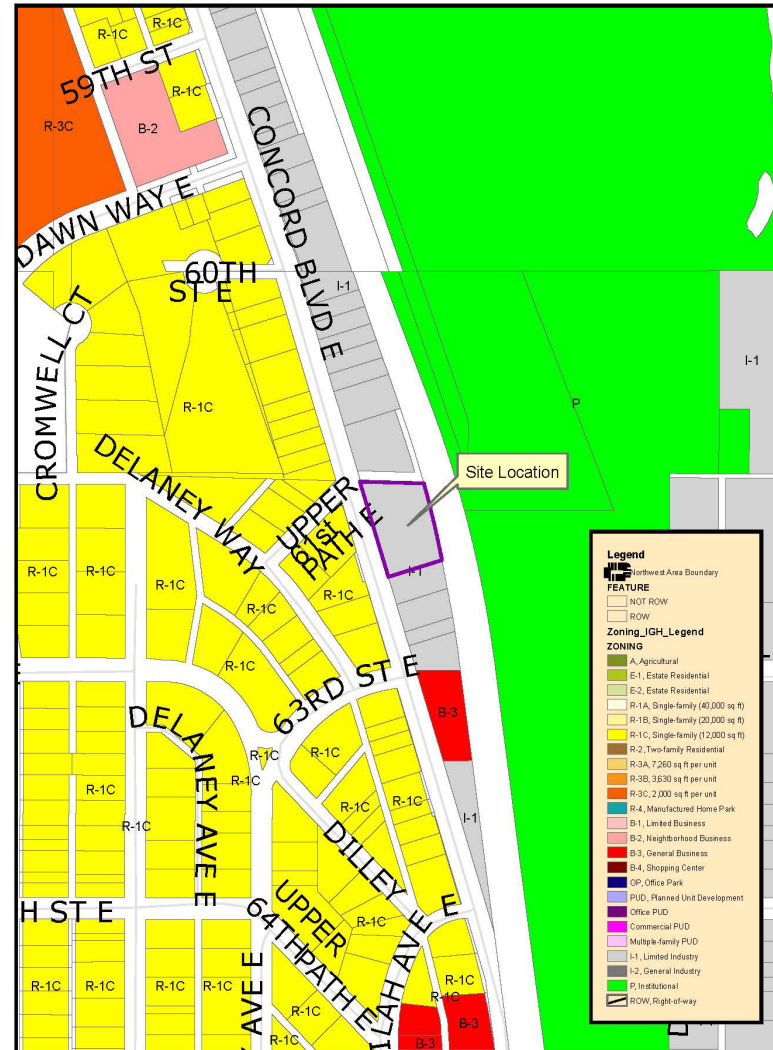
*City Council Meeting
August 26, 2024*



Zoning and Location Map



Case No. 24-25V
6202 Concord Blvd



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Exhibit A
Zoning and Location Map

Action requested:

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



Recommendations:

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



CITY ADMINISTRATION

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

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DENIAL RESOLUTION

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2024-178

RESOLUTION DENYING A VARIANCE TO ALLOW A FENCE 6 FEET IN HEIGHT WHEREAS 4 FEET IS THE MAXIMUM HEIGHT ALLOWED IN THE FRONT YARD

CASE NO. 24-25V Landscapes Unlimited

Property located at 6202 Concord Blvd and legally described as follows:

ALL OF LOTS 1 THR U 6 TOGETHER WITH PT OF
VA C CHESTER ST ADJ TO LOT 1 & LY S'LY OF LINE COM NW COR NW 1/4 2-27-22
THENCE N 89D54M54S ON NL NW 1/4 661.02 FT SE'LY ON CUR 296.93 FT CA 1
D29M05S S 16D53M43S E TAN TO CUR 316.42 FT TO BEG OF LINE S
89D51M22S E TO W'LY R/ W OF RR

WHEREAS, the applicant is requesting a variance from City Code Title 10, Chapter 15, Section 12 restricting fences to no higher than 48 inches with at least 75% clear visibility in the front yard;

WHEREAS, the afore described property is zoned I-1, Limited Industry;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 7, 2024 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

- a. Denying the Variance request does not preclude the applicant from reasonable use of the property as there is room on the property to comply with the fence setback requirement and still operate the business.
- b. Approval of the Variance request could set a precedent for other fence encroachments along Concord Boulevard.

c. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a Variance. Allowing the six-foot fence within the front yard area appears to be a convenience to the property owner and not dictated by unique circumstances of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a fence taller than 48 inches in the front yard is hereby denied.

Adopted by the City Council of Inver Grove Heights this 26th day of August, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

APPROVAL RESOLUTION

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

RESOLUTION NO. 2024-178

**RESOLUTION APPROVING A VARIANCE TO ALLOW A FENCE 6 FEET IN HEIGHT
WHEREAS 4 FEET IS THE MAXIMUM HEIGHT ALLOWED BY CODE IN THE FRONT YARD**

**CASE NO. 24-25V
Landscapes Unlimited**

Property located at 6202 Concord Blvd and legally described as follows:

ALL OF LOTS 1 THR U 6 TOGETHER WITH PT OF
VA C CHESTER ST ADJ TO LOT 1 & LY S'LY OF LINE COM NW COR NW 1/4 2-27-22
THENCE N 89D54M54S ON NL NW 1/4 661.02 FT SE'LY ON CUR 296.93 FT CA 1
D29M05S S 16D53M43S E TAN TO CUR 316.42 FTTO BEG OF LINE S
89D51M22S ETO W'LY R/ W OF RR

WHEREAS, the applicant is requesting a variance from City Code Title 10, Chapter 15, Section 12 restricting fences to no higher than 48 inches with at least 75% clear visibility in the front yard;

WHEREAS, the afore described property is zoned I-1, Limited Industry;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 7, 2024 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

a.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a six-foot-tall chain link fence within the front yard is hereby approved subject to the following condition(s):

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department except as modified by the second condition below.
2. The fence must be located at least five feet back from the sidewalk.

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 26th day of August, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**DRAFT
RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 7, 2024

SUBJECT: Variance from the required setback to install a fence on the front perimeter of the property located at 6202 Concord Boulevard. (Landscapes Unlimited – Case No. 24-25V)

Reading of Public Notice

Secretary Presley read the Public Hearing Notice.

Presentation of Request

Associate Planner Botten presented a summary of the staff report.

Staff recommends denial of the Variance based on lack of practical difficulty. However, if approval is granted, staff recommends a condition for a setback of five feet from the property line for pedestrian accessibility and snow clearing along the sidewalk.

Opening of Public Hearing

Nick Morter, 3060 Shadow Ridge Drive, Rockford, Landscapes Unlimited, Applicant, said that the fence is needed to keep the business secure and that the 30-foot setback per code would impact maneuverability in the parking lot and force employees to park outside the fence, which is not preferred.

Chair Weber closed the Public Hearing.

Planning Commission Discussion

Commissioner Heidenreich stated that he is in favor of allowing the six-foot fence along the front property line without the condition of a five-foot setback. Requiring the setback would result in vehicles backing up across the sidewalk, endangering pedestrians. The proposed six-foot fence fits the character of the neighborhood.

Commissioner Hunting stated that she drove past the property and the site looked clean and orderly. But there is no practical difficulty and was not in favor of the Variance.

Commissioner Twedt stated that he was in support of the Variance and asked for elaboration on staff's reasoning for recommending denial. Associate Planner Botten stated that denial would not preclude the applicant from reasonable use of the property, approval of the Variance could set a precedent for other fence encroachments along Concord Boulevard, and the six-foot fence does not appear to be dictated by unique circumstances on the property.

Chair Weber inquired whether a four-foot-high fence could be placed directly on the property line. Botten confirmed that it could be. Weber asked whether there was any distinction between residential and industrial zoning districts in the city code sections on fence requirements. Botten stated that there is not.

Chair Weber referenced a recently approved Variance for fencing in an industrial zoning district and stated that he was in favor of approval but was not sure about practical difficulty.

Commissioner Heidenreich stated that the practical difficulty would be employee parking being outside of the fence and asserted that employees backing up would create a safety concern for pedestrians. He advocated for Inver Grove Heights doing more to retain businesses.

Chair Weber suggested making a recommendation to City Council and staff to update City Code to differentiate between the fence requirements for residential zoning districts versus industrial zoning districts.

Commissioner Twedt stated that due to the railroad behind the property, access must come from the front.

Commissioner Wippermann stated that he did not see a practical difficulty and that a six-foot fence would detract from the appearance of the area.

Community Development Director Ziemer stated that Variance requests must meet a practical difficulty standard, where the onus is on the applicant to prove it. He added that the five-foot setback is recommended due to the likelihood of snow removal causing fence maintenance issues, which would be on the property owner to address.

Commissioner Heidenreich stated that the County should purchase an easement then from the property owner in that case.

Chair Weber stated that he understands the request for the five-foot setback; with a six-foot fence, additional taxpayer expenses might be incurred for snow removal from the road. He outlined the Commission's options: a six-foot fence 30 feet back from the property line, a Variance to allow the fence up to the property line, or a request to the applicant to put the fence five feet back from the property line.

Commissioner Heidenreich stated that he trusts the applicant to know the risks of putting the fence up against the sidewalk, and he does not believe it would be appropriate for the Commission to request action in this case.

Commissioner Schaefer stated that she agreed with Commissioner Wippermann that a six-foot fence would change the look of the area and present a winter safety issue for pedestrians on the sidewalk. She is in favor of the six-foot fence with a five-foot setback.

Commissioner Heidenreich stated that accounting for this common use would require Dakota County to obtain an easement.

Commissioner Presley stated that approving a six-foot fence would set a precedent for other commercial properties.

Commissioner Heidenreich said that industrial and commercial properties have different needs from residential properties and suggested changing the city code to account for this.

Commissioner Teiken stated that not all businesses need or would want to put up a fence.

Commissioner Twedt articulated the practical difficulty as risk to the property owner's equipment.

Commissioner Heidenreich added that the 30-foot setback would create a safety concern for pedestrians from trucks backing up onto the sidewalk.

Planning Commission Recommendation

Motion by Twedt, Second by Heidenreich, to approve a Variance to construct a six-foot chain link fence within the front yard, with a five-foot setback subject to the conditions listed in the staff report.

Ayes: 6

Nays: 2 (*Wippermann, Hunting*) Motion Carried.

The item is tentatively scheduled to go before the City Council on August 26, 2024.



Planning Commission Report

MEETING DATE:	August 7, 2024
CASE NO:	24-25V
APPLICANT:	Landscapes Unlimited
PROPERTY OWNER:	Same.
REQUEST:	Variance to allow a fence within the front yard setback.
LOCATION:	6202 Concord Boulevard
COMPREHENSIVE PLAN:	MU, Mixed Use
ZONING:	I-1, Limited Industry
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The request consists of the following:

- Variance from City Code Section 10-15-12 to allow a six-foot chain link fence within the front yard setback.

BACKGROUND

The applicant is requesting a Variance to construct a six-foot chain link fence within the front yard area of the property located at 6202 Concord Boulevard. City Code states that fences in the front yard area shall provide no less than seventy-five percent (75%) clear visibility and shall be no higher than forty-eight inches (48"). The proposed fence is chain link, complying with the 75% clear visibility requirement, but the applicant is requesting a seventy-two-inch fence (6 feet) vs the permitted forty-eight inches (4 feet) in the front yard. The fence complies with City Code requirements along the side and rear areas of the property.

The applicant owns a landscape business on this property located along Concord Boulevard. The proposed fence would be located along the front property line, abutting the sidewalk. The gate at the access point would be located thirty feet (30') back to provide safe access to and from Concord Boulevard. The gate would remain open during business hours to avoid any back-up along Concord Boulevard. The purpose of the fence is to provide security during non-business hours.

EVALUATION OF REQUEST

SURROUNDING USES

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

North & South	Industrial	Zoned: I-1, Limited Industry	Guided: MU, Mixed Use
West	Concord Boulevard & Single-Family Residential	Zoned: R-1C, Low Density Residential	Guided: MU, Mixed Use
East	Railroad / Heritage Village Park	Zoned: P, Public/Institutional	Guided: Public Open Space

VARIANCE REVIEW

City Code Title 10, Chapter 3. Variances, states that the City Council may grant Variances when they are in harmony with the general purposes and intent of the Zoning Ordinance and consistent with the Comprehensive Plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested Variance, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. The Variance request is in harmony with the general purpose and intent of the City Code and consistent with the Comprehensive Plan.

The purpose of the fence requirements in the City Code is for visibility and safety. A second reason could be aesthetics, both in uniformity with front views and visual appeal.

2. The property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance.

To provide better privacy, security and to distinguish the location of the property boundaries, the property owners are requesting to install a fence that would encroach within the front yard area.

One of the functions of the fencing requirements is for consistency of structure placement and aesthetic qualities from street, and neighboring views. The six-foot fence is proposed to be located along the front lot line, abutting the sidewalk. The applicant could comply with setback requirements, but would lose parking space on site. The gate would be located 30 feet back from the property line at the access point, providing for safe access to and from Concord Boulevard.

3. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

The request for the location of the six-foot fence to be located within the front yard area may be considered a convenience to the applicant, not a practical difficulty as the fence could be located outside the front yard area, but then there would be a reduction in on-site parking space and a reduced turn around radius for truck and trailers.

4. *The Variance will not alter the essential character of the locality.*

The location of the fence would have a visual impact along Concord Boulevard as it would be abutting the sidewalk, right along the property line. If the Variance is approved, staff would recommend at least a 5-foot separation between the sidewalk and the fence for snow removal.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following actions available for the proposed request:

A. Approval. If the Planning Commission finds the request acceptable, the Commission should make the following recommendation:

- Approval of a Variance to construct a six-foot chain link fence within the front yard setback with the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department except as modified by the second condition below.
 2. The fence must be located at least five feet back from the sidewalk.

Practical Difficulty: To be stated by the Planning Commission if supported.

B. Denial. If the Planning Commission does not support the proposed request, the Commission could recommend denial, which could be based on the following rationale:

1. Denying the Variance request does not preclude the applicant from reasonable use of the property as there is room on the property to comply with the location requirement and still operate the business.
2. Approval of the Variance request could set a precedent for other fence encroachments along Concord Boulevard.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a Variance. Allowing the six-foot fence within the front yard area appears to be a convenience to the property owner and not dictated by unique circumstances of the property.

RECOMMENDATION

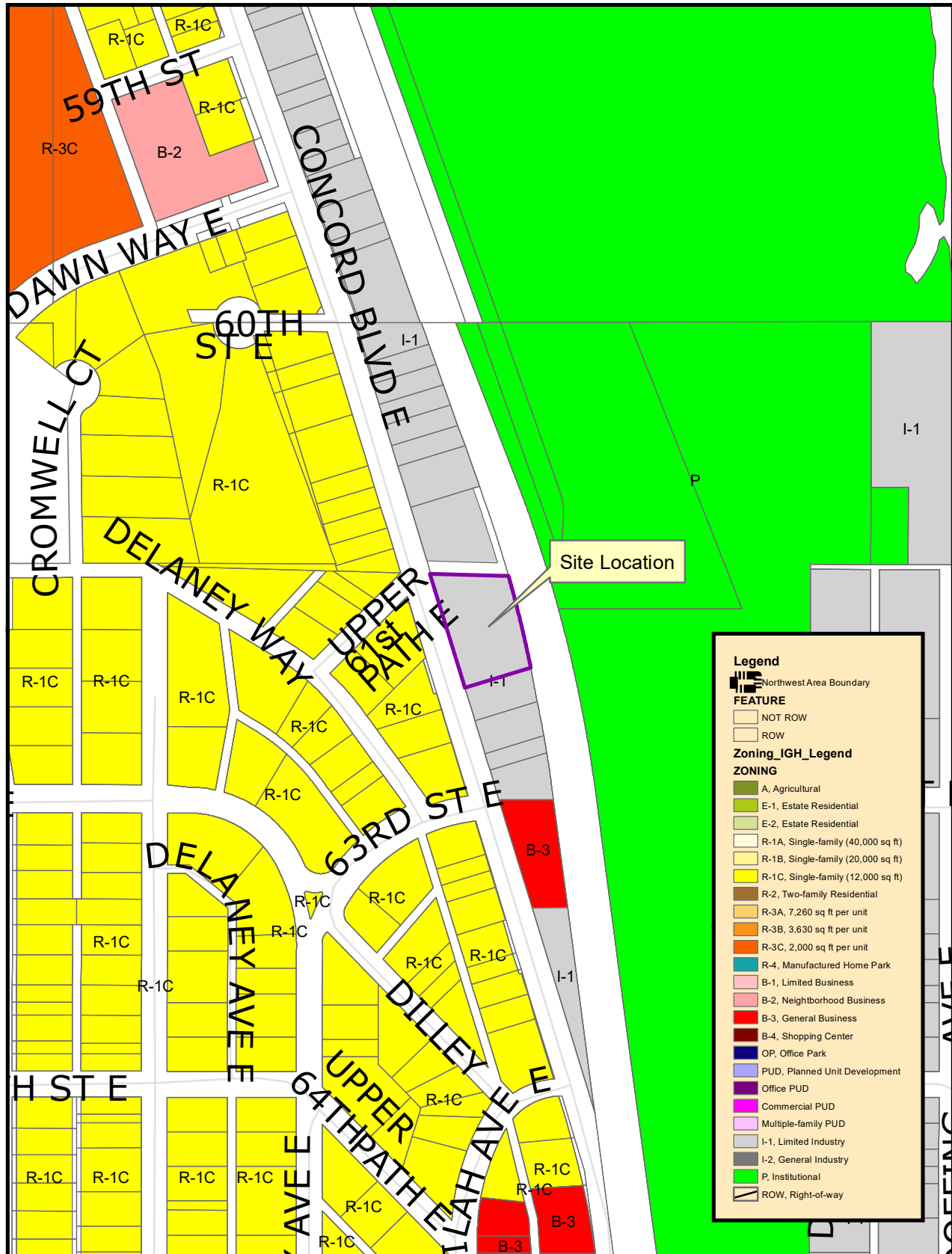
Based on the information in the preceding report and the reasons listed in Alternative B, staff does not believe there is sufficient rationale to support the request and therefore recommends denial of the request for a Variance to allow a six-foot chain link fence within the front yard setback.

ATTACHMENTS

1. Zoning and Location Map
2. Narrative
3. Site Plan



Case No. 24-25V 6202 Concord Blvd



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map

Narrative:

Landscapes Unlimited on 6202 Concord Blvd proposes to erect a six-foot-high black chain link fence as show on the attached diagram. The single gate and access from Concord would be open during business hours so as to not obstruct traffic visibility and allow traffic to enter and exit the facility with ease.

The gate would be set back 30 feet from the property line to allow a truck to park and open and/or close the gate without being on the sidewalk or road. With the gate being set back 30 feet from the sidewalk, it will allow good visibility for vehicles entering and exiting the property.

We are seeking a variance to erect the fence near the property line parallel to Concord blvd. at a height of six feet.

The purpose of the fence is to secure the property, building and equipment during hours when employees are not on site. A 48' high fence would not meet the needs to provide adequate security for the property.

The 30 feet set back requirement for the fence is not practical for operation of a landscape business for the following reasons.

- 1.) The business would have a 30 foot by 160 foot area along Concord that would not be usable space, essentially wasted space.
- 2.) If the fence were erected with the 30-foot set back, truck and trailers would not have adequate turning radius to safety turn and park.
- 3.) Reduced parking on site.

-Proposed fence in light blue

-30 foot set back





Request for Council Action

SUBJECT: **Potential Use of State Funding for Public Boat Launch
(continued)**

MEETING DATE: August 26, 2024

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to continue its discussion and provide direction on next steps regarding available state funding for a new public boat launch along the Mississippi River.

BACKGROUND

At the end of the 2023 Legislative Session, the Minnesota Legislature appropriated \$1,200,000 to Dakota County for a public boat launch along the Mississippi River, somewhere between South St. Paul and Hastings. Representatives of Dakota County subsequently communicated to the City that the County would entertain passing the funds through to the City of Inver Grove Heights, should the City have a project to utilize them. Neither the City nor Dakota County had formally requested these funds or had a public boat launch project actively in development, thereby creating something of a time crunch to determine how this funding could be put to use for its intended purpose.

A similar, but smaller, appropriation was provided for lighting or other enhancements at the Rock Island Swing Bridge and the City has been able to advance this work in order to take advantage of that state funding. However, no progress was made on utilizing the boat launch funding in the state's 2024 fiscal year of July 1, 2023 through June 30, 2024. Fortunately, the legislature continued this and other appropriations for another year. This means the County and City have until June of 2025 to enter into a grant agreement with the state for the use of these funds, which will "encumber" the funding. There can then be additional time to construct the project, if needed.

It seems highly unlikely that the funds would be continued for a third year, so time is of the essence for the City to determine if it has a project to utilize the funding. If not, the City needs to let the County know that so that the County can work to encumber the funds for a County project. It appears that the most likely County boat launch project would be at Spring Lake Park Reserve.

Until a few weeks ago, the City's discussions of a potential boat launch had been focused on the concept of a public-private partnership with one of the marinas operating in Inver Grove Heights. This is because the City does not own river front land that seemed like a viable candidate for a public boat launch, and while \$1.2 million is a lot of money, it seems unlikely to be sufficient to both acquire land and construct a boat launch from scratch. However, on July 22, the Minnesota Department of Natural Resources (DNR) notified City staff that any public-private partnership would have to be for a term of at least 62.5 years, based on what is considered the "useful life of the facility" times 1.25.

Constructing a contractual agreement with a private business, for a public use to be provided and maintained alongside the business's for-profit use, for a period of 62.5 years presents numerous, and very possibly insurmountable barriers. It is highly likely that additional capital improvements would be needed during that term, and there is no guarantee that the state will provide future financial appropriations, leaving the City responsible for ensuring that an acceptable public boat launch is maintained for the duration of 62.5 years, even though the entirety of the state appropriation would have been spent up front. The business owner would also have to enter into binding contractual agreements to continue the public boat launch use, under the term and conditions outlined in such agreement, for the full 62.5 years, even if the business closed or changed ownership.

Despite these challenges, the Council at its August 12 meeting directed staff to send a letter to all known marinas within Inver Grove Heights to determine if there was interest in a public-private partnership. **The attached letter was mailed to the five marinas in Inver Grove Heights on August 15. As of August 21, one marina owner - Joe Harms with River Heights Marina - had responded and stated an interest in working on an agreement with the City to provide for public access to the boat launch located at River Heights Marina.**

Additionally, at the August 12 meeting, the Council deferred a decision regarding a proposal from consulting engineer SEH to conduct some preliminary design and feasibility analysis for constructing a boat launch at the City-owned Riverfront Park, located 7782 River Road. This was being discussed as a potential alternative to entering into a public-private partnership.

Staff had previously considered this site but dismissed it as being too small. However, upon second look, a boat launch at this location might be possible - if several challenges can be overcome, as it has limited space or parking and a relatively narrow access road. Construction of a boat launch is likely to significantly alter the park as it exists today. Therefore, if the Council opts to proceed with the analysis of the Riverfront Park site, it is recommended that SEH's results be presented to the Parks & Rec Advisory Commission for their input, before returning to the City Council.

The SEH proposal and the price quote for the work is attached and remains unchanged from what was shared with Council prior to the August 12 Council meeting.

To summarize the options before the Council at this time:

1. Direct staff and the City Attorney to engage in further conversation/negotiation and site analysis with a private marina owner. That appears likely to be River Heights Marina, but staff will notify Council if any additional marinas come forward expressing an interest in partnering with the City prior to Monday's Council meeting. This path will require work with the Department of Natural Resources and possibly others to determine what improvements would be needed at the marina for its boat launch and surrounding area to meet the state's standards for a public boat launch, as well as conversations about the terms of the use agreement between the City and the marina owner, liability and insurance, future obligations, etc. Given the need to advance this effort quickly and the lack of staff expertise on the construction of boat launches, staff recommends that Council allocate funding to engage SEH for advisory services if this option is selected.
2. Accept the proposal from SEH and direct them to proceed with the outlined preliminary design and feasibility analysis for constructing a boat launch at Riverfront Park, and have the Parks & Rec Advisory Commission receive those results and provide input back to the City Council.

3. Direct staff to notify Dakota County that the City does not have a viable project for use of the funds.

FISCAL IMPACT

Any work undertaken at this time - either to further explore a public-private partnership or to further explore constructing a boat launch at Riverfront Park - will need to be paid for out of City funds. This work is necessary in order to arrive at the information required to enter into a grant agreement with the County and the state, and the state money can only be used for approved costs incurred after the grant agreement has been signed.

The proposal from SEH to further evaluate the Riverfront Park alternative has a cost of \$18,400. Staff estimates an adjusted contract with SEH to advise the City and any partner marina on the project would cost approximately the same amount of money. This is not an expense that the City budgeted for and would therefore need to be taken from the fund balance of the Park Capital Replacement or Park Development Fund, or possibly the Host Community Fund.

RECOMMENDATION

ATTACHMENTS

1. August 15 Letter to Marina Owners
2. SEH Proposal - IGH River Road Boat Launch (August 2024)

State Funding for Public Boat Launch

*Kris Wilson, City Administrator
August 26, 2024*



2023 Legislative Appropriation:

“\$1,200,000 the first year is for a grant to Dakota County for adding a public boat launch along the Mississippi River between South St. Paul and Hastings.”

State Funding for Public Boat Launch

Dakota County representatives have suggested the County would pass the funding through to the City of IGH

City did not have plans in the works for building a boat launch and does not own riverfront land that appears suitable for a boat launch

Possible public/private partnership started being discussed

According to the DNR

A use agreement (i.e. the public / private partnership) must be:

*“for a term that is equal to or greater than **125% of the Useful Life** of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.”*

A boat launch is a “Facility” - useful life of a Facility is 50 years

125% of 50 years is 62.5 years

Potential Public-Private Partnership

- Letters sent to 5 known marinas in IGH
- Response from one – River Heights Marina is interested in discussing
- If this option is pursued, staff requests authorization for consulting services not to exceed \$18,400.

2nd look at City-owned lands along the river

Toured by water and land on July 29 by Councilmember Scales, P&R Director and City Administrator

Land at northern edge of Heritage Village Park and land on either side of Rock Island Swing Bridge does not seem feasible

Riverfront Park also visited

Riverfront Park

7782 River Rd

3.75 acres, bisected by River Road

Bordered by the Mississippi River on the east and railroad tracks on the west. Single-family residential to the north and south.



Riverfront Park

If interested in exploring further:

- Contract for Preliminary Design Services, to include:
 - Development of up to 2 parking layouts
 - High-level traffic impact review
 - Preliminary storm sewer layout
 - Cost estimate for construction
- SEH has quoted \$18,400 to complete the above work
- Estimate it will take them approximately 6 weeks to complete, dependent upon DNR availability
- Would have to be City-funded
 - Park Development or Park Capital Replacement Fund?
 - Host Community Fund?



8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2500

www.ighmn.gov

August 15, 2024

Name

Address

City, State Zip

Dear ,

The Minnesota Legislature has provided \$1.2 million in state funding for adding a public boat launch along the Mississippi River between South St. Paul and Hastings. As the City of Inver Grove Heights has limited land holdings along the river, the possibility of a public-private partnership has been suggested as a means of utilizing this funding within Inver Grove Heights.

I am reaching out to you to make you aware of this opportunity and to inquire whether you may have interest in entering into a long-term agreement with the City to provide free public use of an upgraded existing or new boat launch on your property in return for the investment of these state funds into the boat launch and supporting facilities like parking areas and docks.

There are many details that would have to be worked out in order to arrive at a contractual agreement, but we do know the following key facts:

- In accordance with state law for the use of public funds, the use agreement for a public-private partnership of this type would have to be for a minimum of 62.5 years. (This is 125% of the life-span of the facility, which the state has determined to be 50 years.)
- The public-private partnership would have to be established in a manner that preserves the public access even in the case of the sale of the property or closure of the existing marina business on site. This would likely be done via a legally recorded easement on the property, but alternative mechanisms that provide the same legal protections for the public investment may also be considered.
- The boat launch would have to meet certain design standards required by the Minnesota Department of Natural Resources (DNR), and any construction, dredging or capital improvements funded with the state money are likely to trigger historical and archeological reviews of the land or shoreline, as required by the state.
- As with other projects funded with public money, we anticipate that any construction or capital improvements would have to meet accessibility standards under the Americans with Disabilities Act (ADA) and conform to prevailing wage requirements for construction workers and other trades.

The available state funding presents a unique opportunity to provide residents of Inver Grove Heights and the surrounding area with recreational access to the Mississippi River for decades to come. As such, the Inver Grove Heights City Council is interested in exploring all possible avenues for utilizing the funding in a manner that achieves the end result of a new public boat launch and complies with the necessary rules and regulations.

Unfortunately, time is of the essence with this project in order to utilize the available state funding. If you are interested in learning more about a potential public-private partnership of this type, please contact me at (651) 450 - 2511 or kwilson@ighmn.gov no later than Monday, August 26, 2024.

Sincerely,

Kris Wilson
City Administrator



Building a Better World
for All of Us®

August 8, 2024

RE: City of Inver Grove Heights, Minnesota
River Road Boat Launch Study
Proposal for Preliminary Design Services
SEH No. Inver 180170 14.00

Mr. Adam Lares
Parks and Rec. Director
City of Inver Grove Heights
8055 Barara Ave.
Inver Grove Heights, MN 55077

Dear Mr. Lares:

Short Elliott Hendrickson Inc. (SEH®) is pleased to submit this proposal for assisting the City with administration of the River Road Boat launch Study (hereinafter called the "Project"). Our understanding of the desired scope of services is based on previous discussions with City staff over the past couple weeks. This letter supplements the Agreement for Professional Services between the City of Inver Grove Heights, Owner, and SEH dated April 24, 2023, and addresses providing these services in connection with the Project.

Our scope of services includes a comprehensive analysis of the project site, covering topography review, vehicle and trailer parking/turning movement analysis, existing amenity review, and assessment of current and proposed drainage conditions. We will evaluate stormwater treatment options and conduct a traffic review to identify potential issues near the project site. Additionally, we will perform an intersection sight distance review at the intersection of Dickman Trail and 77th Street to ensure safety standards are met and provide recommendations for improvement where necessary. Coordination with the Minnesota Department of Natural Resources (MNDNR) will also be included to ensure compliance with environmental regulations and guidelines. We will develop up to two concepts for the project, if feasible, and provide an opinion of probable costs for implementation. All findings will be compiled and summarized in a final memo.

Fees for providing these services shall be on an hourly basis with a maximum fee of **\$18,400**. The estimated fees will not be exceeded without review and authorization by the City. Services will be billed monthly on the basis of actual hours spent at current billing rates plus the actual cost of reimbursable expenses. Payment for any additional services requested shall be based on the actual time required to perform the services and the current billing rates for the employees performing the additional work, plus any reimbursable expenses incurred. A list of services is included in the attached task hour budget along with assumptions.

We will start our services promptly after receipt of your authorization. This letter and the above-referenced Agreement for Professional Services, along with Exhibits A and B, represents the entire understanding between the City and SEH in respect to the Project and may only be modified in writing signed by both parties. If this satisfactorily sets forth your understanding of our agreement, please sign and return an electronic copy of the executed agreement to us.

Sincerely,

Dustin Cesafsky
Project Manager

Accepted this 26th day of August, 2024

City of Inver Grove Heights

By: _____ Authorized Client Signature

Enclosure

X:\FJ\INVER\COMMON\Proposals\180170 River Rd. Boat Launch\IGH River Road Boat launch Proposal_8.8.2024.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

SEH is 100% employee-owned | **sehinc.com** | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

PPRELIMINARY DESIGN PROPOSAL FEE ESTIMATE

INVER GROVE HEIGHTS, MINNESOTA
RIVER ROAD BOAT LAUNCH STUDY
PROPOSAL FOR CONCEPT DESIGN
SEH NO. INVER 180170
8/8/2024

NO.	TASK	PROJECT MANAGER	TRAFFIC ENGINEER	WATER RESOURCES ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	ADMIN. SPECIALIST
1	PRELIMINARY DESIGN SERVICES						
	Preliminary field review, site photos & project coordination/administration	8			4		2
	Design Coordination Meeting with City Staff/MnDNR	4			8		
	Generate proposed geometric parking layouts (up to 2 options)	4			20	4	
	Provide high level traffic impact review	1	4				
	Review sight distance at the intersection of Dickman Trail and 77th Street	1	4				
	Preliminary Storm Sewer Layout w/ stormwater treatment	4		6	8	4	
	Takeoff Quantities & prepare Engineer's Estimate (up to 2 options)	2			8	4	
	Prepare a memo to summarize findings	2			4		2
TOTAL HOURS		26	8	6	52	12	4
TOTAL FEE		\$18,400					

ASSUMPTIONS:

- 1 Does not include preliminary survey.
- 2 Does not include geotechnical evaluation.
- 3 The parcels that encompass the improvements are owned by the City of Inver Grove Heights.
- 4 Does not include a traffic count.



Request for Council Action

SUBJECT: **2nd Reading of Ordinance Amending City Code Related to the Sale of Tobacco and Nicotine Products**

MEETING DATE: August 26, 2024

ITEM TYPE: Regular Business

CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to approve the second reading of the attached Ordinance, amending City Code provisions related to retail licensing for the sale of tobacco and nicotine products.

BACKGROUND

The City of Inver Grove Heights began licensing businesses that sell tobacco, nicotine, tobacco-related devices and related products in January of 2024. Prior to that time, tobacco licensing was handled by Dakota County. The Police Department recently completed its first round of compliance checks on licensed retailers, and several of the licensed businesses failed those compliance checks. As part of that process, the Police Department found areas in the City Code related to license requirements and license violations that it is recommending the City revise for clarity and to address concerns related to failed compliance checks.

The attached Ordinance amends various provisions of Title 4, Chapter 12, primarily related to penalties for license violations, how individual license violations should be counted, and also adds in a requirement for seller training if a business is found to be in violation of its license. In addition, the Ordinance removes the non-criminal penalties for sales to persons under 21, which, if done by a person over 21, will be addressed by issuance of a petty misdemeanor citation to the seller.

No changes were made to this ordinance since it was presented to the Council for a first reading at the August 12 Council meeting.

FISCAL IMPACT

RECOMMENDATION

The Council is asked to approve the second reading of the attached Ordinance.

ATTACHMENTS

1. Ordinance Amending Chapter 12, Sale of Tobacco and Nicotine Products

Item 7D: Second Reading of Ordinance Amending City Code Related to the Sale of Tobacco and Nicotine Products

August 26, 2024



Background

- Dakota County previously issued licenses for the sale of tobacco and nicotine products and delivery devices
- City adopted an ordinance and took over the licensing of tobacco products
- First round of license compliance checks was completed, and the police department has requested clarifying revisions to existing code language

City Code Revisions

1: Basis for Denial, Suspension or Revocation of License

- Existing language in section 4-12-10 establishes minimum penalties for license violations
- No suspension or revocation is contemplated for a first violation
- Proposed language change clarifies that there is no mandatory suspension or revocation of a license upon a violation, although Council always has discretion to impose greater penalties for any violation
- Also clarifies that any of the specific enumerated grounds are sufficient to revoke or suspend, as well as deny, a license

City Code Revisions

4-12-5: BASIS FOR DENIAL, SUSPENSION, OR REVOCATION OF LICENSE:

- A. The following ~~shall~~ may be grounds for denying the issuance or renewal of a license or suspending or revoking any license issued under this chapter:

- B. Except as may otherwise be provided by law, the existence of any particular ground for denial, revocation, or suspension does not mean that the City must deny revoke, or suspend the license. If a license is mistakenly issued or renewed it shall be revoked upon the discovery that the person was ineligible for the license under this Chapter.

City Code Revisions

2: Administrative Penalties for Violations

1. Clarifies that in addition to financial penalties or license suspension or revocation, the City Council may add reasonable conditions to a license as a result of a violation
 - No one under 21 allowed to sell licensed products
 - Additional training requirements

City Code Revisions

2: Administrative Penalties for Violations

2. Further clarifies that each violation of a license is a separate violation of the terms of the license
 - Failed compliance check with sale to a person under 21 and with a prior violation

City Code Revisions

2: Administrative Penalties for Violations

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

City Code Revisions

2: Administrative Penalties for Violations

4. Clarifies that the City Council will be holding hearings related to license violations
5. Removes non-criminal penalty section
 - No clear process for this hearing
 - Police issuing a petty misdemeanor citation to sellers over 21 years of age

Requested Council Action

Consider a second reading of the ordinance included in tonight's council packet.



CITY ADMINISTRATION

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

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

ORDINANCE NO. 1483

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 4, CHAPTER 12
RELATED TO THE SALE OF TOBACCO AND NICOTINE PRODUCTS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 4, Chapter 12, Section 5 of the Inver Grove Heights City Code is hereby amended as follows. The new language is shown underlined and the deleted language is shown with ~~strikethrough~~:

4-12-5: BASIS FOR DENIAL, SUSPENSION, OR REVOCATION OF LICENSE:

- A. The following ~~shall~~ may be grounds for denying the issuance or renewal of a license or suspending or revoking any license issued under this chapter:
1. The proposed use does not comply with the zoning ordinance.
 2. The proposed use does not comply with a health, building, maintenance, or other provision of the city code or state law.
 3. The applicant has failed to pay all of the appropriate fees related to the license application.
 4. The applicant has failed to provide all information required on the application or requested by City or has made fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant's business.
 5. The applicant has been convicted of a crime or offense in the previous 5 years involving or related to the business that is licensed or the type of licensed activity and failed to show competent evidence of sufficient rehabilitation and present fitness to perform the duties of the business.
 6. The licensed activity is conducted in such a manner as to constitute a breach of the peace, a menace to the health, safety, and welfare of the public, or a disturbance of the peace or comfort to the residents of the city, upon recommendation of the Police Chief or appropriate city official.

7. Expiration or cancellation of any required insurance or failure to notify the City within a reasonable time of changes in terms of the insurance or the carriers.
8. The licensee has acted in an unauthorized manner or beyond the scope of the license granted.
9. The applicant has had a license to sell licensed products issued by the City, state, or another government unit revoked, denied, or suspended within the preceding twelve (12) months of the date of application.
10. Failure to allow inspections of the licensed premises, for the purpose of ensuring compliance with any state, federal, or local law, at any time it is occupied or open for business.
11. Failure to continuously comply with all conditions required as precedent to the approval of the license, all requirements of this chapter, and all state or federal regulations related to the sales of licensed products.
12. Real estate taxes, personal property taxes, or special assessments on the business premises or the real property where the business is located have become delinquent or are unpaid and the property owner and the applicant are the same person or entity, or have any common ownership between the property owner and the applicant where they are a different person or entity.
13. Violation of any regulation or provision of the City code, City zoning ordinance, or state or federal law or regulation related to the licensed activity.
14. The applicant or licensee has been found guilty of professional misconduct, either criminally or civilly.
15. Based on the findings of a background investigation, granting a license would be a menace to the safety, health, morals and welfare of the public.
16. The applicant or licensee is not of good moral character.
17. The activity has been conducted without a license.
18. The applicant is under 21 years of age.
19. Any of the grounds found in Section [3-2-10](#).
20. Other good cause shown.

- B. Except as may otherwise be provided by law, the existence of any particular ground for denial, revocation, or suspension does not mean that the City must deny revoke, or suspend the license. If a license is mistakenly issued or renewed it shall be revoked upon the discovery that the person was ineligible for the license under this Chapter.

Section Two. Amendment. Title 4, Chapter 12, Section 10 of the Inver Grove Heights City Code is hereby amended as follows. The new language is shown underlined and the deleted language is shown with ~~strikethrough~~:

4-12-10: ADMINISTRATIVE PENALTIES FOR VIOLATIONS:

- A. License Violations: Any violation of the terms of a license or the provisions of this Chapter shall be cause for an administrative financial penalty and/or suspension or revocation of the license. The following minimum penalties are deemed appropriate for a licensee's failure to comply with an applicable statute, rule, ordinance, or term of the license. However, the level and order of the penalties shall be at the sole discretion of the City Council, based on the nature of the infraction and the City Council may suspend or revoke a license for any violation of this Chapter or any applicable law. When appropriate, the City Council may impose penalties exceeding those stated below or impose other conditions deemed appropriate including amending an existing license to add reasonable conditions to the license. The following minimum penalties are established for violations of the terms of a license or the provisions of this chapter:
1. The first violation shall result in an administrative penalty of \$300 to the license holder payable to the City. Failure to pay the administrative penalty within 30 days from the date of the invoice shall result in the licensee's license being suspended until payment is received.
 2. A second violation within thirty-six (36) months of a previous violation shall result in a minimum administrative penalty of \$600 to the license holder payable to the City and a license suspension of at least one (1) day. Failure to pay the administrative penalty within 30 days from the date of the invoice shall result in the licensee's license being suspended until payment is received.
 3. A third violation within thirty-six (36) months of a previous violation or for sales during a license suspension, shall result in a minimum administrative penalty of \$1,000 to the license holder payable to the City and a license suspension of a least seven (7) days.

Each violation of the terms of a license or provisions of this Chapter will be considered a separate violation subject to the penalties above.

Upon a finding of a violation of a license, the license holder shall be required to implement

licensed product training for all persons who sell licensed products at the business. Within thirty (30) days of the date the Council imposes a penalty for a license violation, the license holder shall require that anyone who sells licensed products at the licensed establishment must comply with the licensed product seller training requirements of this section. For a period of thirty-six (36) months following a license violation, no person shall sell any licensed product at the licensed establishment unless the person has first completed licensed product seller training within the twenty-four (24) month period prior to the date of selling the licensed product. The licensed product server training program must meet the standards hereafter set forth and must be provided by a business entity or association whose regular business includes providing such trainings and who is not owned by a license holder; provided, however, the training may be provided by a license holder if the training meets the standards hereafter set forth and the training program is approved by the city's chief of police or designee. The standards for training must include the following:

- a. Information regarding the laws pertaining to the sale of licensed products;
- b. The rules for identification checks;
- c. Responsibilities of establishments serving or selling licensed products; and
- d. Verification of age, forms of identification, and forms of false or misleading age identification and identifying minors.

License holders shall keep on file proof that all persons selling licensed products at the licensed establishment have completed the licensed product seller training required by this section. Such proof shall be kept for at least three (3) years. Proof of a person's completion of licensed product seller training shall be presented to a police officer upon request no later than three (3) days after the request, excluding holidays and weekends. No license holder shall allow the sale of any licensed product by a person who has not complied with the licensed product seller training requirements of this section. Any such sale or service shall constitute a violation of the licensee's license.

- B. Notice Required. No suspension or revocation may take effect until the licensee has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before the City Council ~~a person authorized by the licensing authority to conduct the hearing~~. A decision that a violation has occurred must be in writing.
- C. License Revocation and License Ineligibility. Licensees whose licenses have been revoked shall not be eligible for another license for one (1) year from the date of revocation. The City Council may attach reasonable conditions to the reinstatement of a suspended or revoked license.
- ~~D. Noncriminal Penalties for Sales to Persons Under 21 Years of Age. An individual who sells, gives, or otherwise furnishes licensed products to a person under the age of 21 years may be charged an administrative penalty of \$50. No penalty may be imposed until the individual has received notice, served personally or by mail,~~

~~of the alleged violation and an opportunity for a hearing before a person authorized by the City to conduct the hearing. A decision that a violation has occurred must be in writing.~~

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Passed in regular session of the City Council on the 26th day of August, 2024.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **2025 Budget Update & City Administrator's Recommendations**

MEETING DATE: August 26, 2024
ITEM TYPE: Regular Business
CONTACT: Kris Wilson, City Administrator, 651.450.2511
 Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to receive a summary/update regarding the 2025 budget components presented thus far, as well as the City Administrator's recommendations for the 2025 preliminary levy and General Fund budget.

BACKGROUND

At its July 15 and August 5 work sessions, the Council received presentations regarding the proposed 2025 budget and tax levy, with an emphasis on the General Fund Budget and other Funds that impact the City's property tax levy.

The initial compilation of the General Fund budget requests and other levy-components, which include the Debt Service Levy, Tax Abatement Levy and Pavement Management Levy, resulted in a levy increase of 4.55%, without funding any of the new staff positions requested. After further review and adjustment, reductions have been identified that would allow for that same 4.55% levy increase, with the addition of some of the staff positions requested.

Specifically, the City Administrator is recommending that the Council prioritize the 3 officer positions requested by the Police Department by phasing the cost onto the levy over a period of 5 years and utilizing the one-time public safety aid provided by the state to cover a decreasing percentage of the cost year over year. Secondly, the addition of one new full-time firefighter is recommended, with the understanding that a second and third will be needed in future budget years to meet the needs of the three shifts that the Fire Department operates with.

FISCAL IMPACT

The proposed preliminary levy for 2025 is \$34,231,873; which reflects a 4.55% increase over the 2024 levy and is estimated to result in an annual increase of \$69.75 to the City-portion of the tax bill for a median value homestead. If formally adopted as the City's preliminary levy at the Council's September 9 meeting, this would become the maximum amount the City can levy for 2025, but the final levy could be lower.

RECOMMENDATION

ATTACHMENTS

1. DRAFT 2025 Budget Presentation-General Fund Updates (Aug 26 2024 CC Mtg)

Updates: 2025 General Fund Budget & Tax Levy

August 26, 2024

Kris Wilson, City Administrator
Amy Hove, Finance Director



Agenda for Tonight:

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

Citywide Tax Levy by Fund

Fund	2022	2023	2024	2025 Preliminary
General Fund	\$ 22,916,070	\$ 24,856,311	\$ 26,971,103	\$ 28,566,191
General Fund-Tax Abatement		33,000	182,880	183,300
Pavement Management	2,550,000	2,900,000	3,045,000	2,934,750
Debt Service	2,519,316	2,545,484	2,542,411	2,547,632
Total Levy	\$ 27,985,386	\$ 30,334,795	\$ 32,741,394	\$ 34,231,873
<i>% Change from Prior Year</i>	<i>7.1%</i>	<i>8.4%</i>	<i>7.9%</i>	<i>4.55%</i>

What's Funded in the General Fund?

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

General Fund Budget by Function

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

General Fund – Transfers Out

	2024 Approved Budget	2025 Proposed Budget	\$ Difference
EDA	\$ 169,515	\$177,990	\$ 8,475
Parks Capital Replacement	\$315,000	\$593,250	\$278,250

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

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

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

General Fund Budget by Function

	2024 Approved Budget	2025 Proposed Budget	\$ Difference	% Change
General Government	\$ 3,359,700	\$ 3,466,110	\$ 106,410	3.17%
Police	\$11,846,756	\$12,352,519	\$505,763	4.27%
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Public Works	\$4,956,955	\$5,045,095	\$88,140	1.78%
Parks & Recreation	\$3,566,235	\$3,682,760	\$116,525	3.27%
Transfers Out	\$484,515	\$771,240	\$286,725	59.18%
TOTAL BUDGET	\$32,938,000	\$34,399,405	\$1,461,405	
<i>Minus Other Revenues</i>	<i>-\$5,966,897</i>	<i>-\$5,833,214</i>		
AMOUNT LEVIED for General Fund	\$26,971,103	\$28,566,191	\$1,595,088	

Citywide Tax Levy by Fund

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

*

Pavement Management Fund

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

Pavement Management Fund

Annual City Funding for PM in 2025	\$ 4,645,750
Project Specific PM Revenues for 2025 <i>(assessments, transfers from Utility Funds, use of State-Aid Construction \$, etc.)</i>	\$14,006,175
TOTAL 2025 Revenues	\$18,651,925
Total Proposed PM Expenditures for 2025	(\$18,170,063)
Remaining Funds Added to PM Fund Balance <i>(at year end 2025)</i>	\$481,862

Debt Tax Levies

Bond Issuance	2022 Budget	2023 Budget	2024 Budget	2025 Budget
<i>Street-Related Debt</i>				
2015A G.O. Bonds	635,669	637,301	633,210	634,055
2016A G.O. Bonds	695,874	718,134	718,292	723,227
2017B G.O. Bonds	263,211	263,125	262,882	267,731
2020A G.O. Bonds *	177,250	177,250	177,250	177,250
Use of Closed Bond Fund	-177,250	-177,250	-177,250	-177,250
<i>Fire Station Debt</i>				
2018A G.O. Bonds	737,977	739,289	739,552	733,514
2019A G.O. Bonds	186,585	187,635	188,475	189,105
Total	\$2,519,316	\$2,545,484	\$2,542,411	\$2,547,632

Citywide Tax Levy by Fund

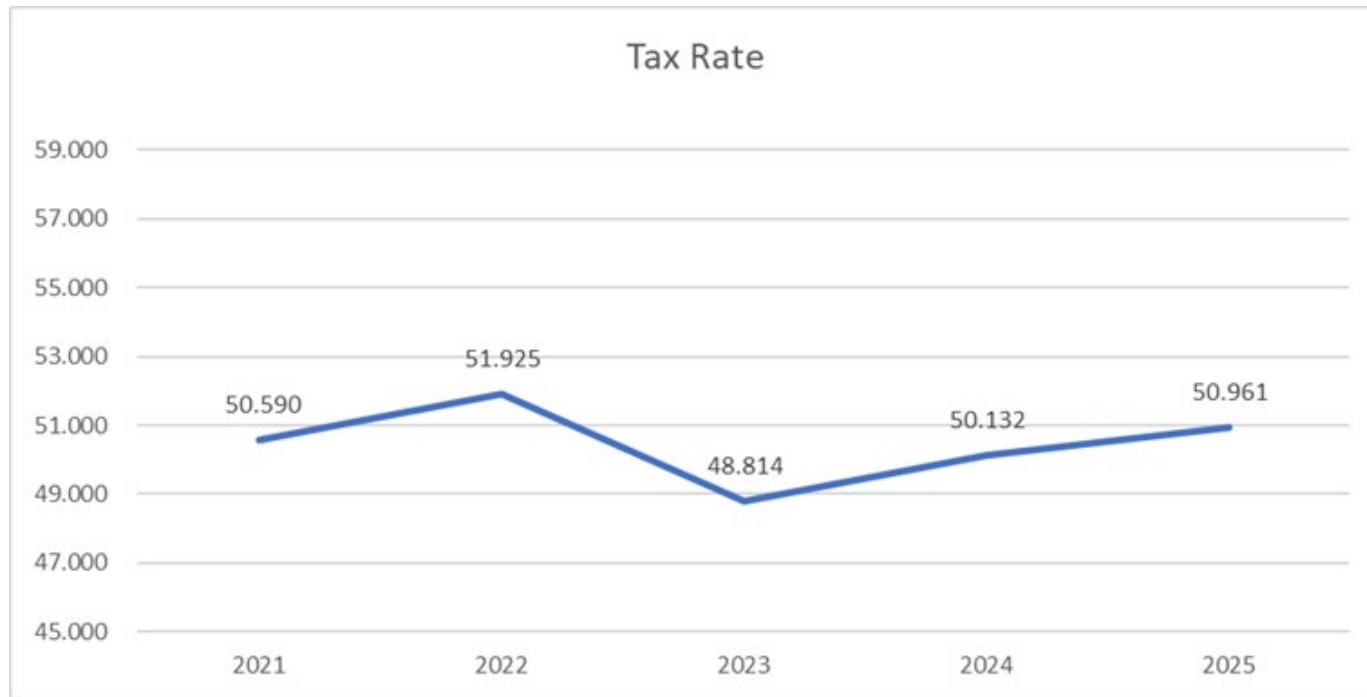
Fund	Adopted 2024	Proposed 2025 Preliminary
General Fund	\$ 26,971,103	\$ 28,566,191
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Pavement Management	3,045,000	2,934,750
Debt Service	2,542,411	2,547,632
Total Levy	\$ 32,741,394	\$ 34,231,873
<i>% Change from Prior Year</i>	<i>7.9%</i>	<i>4.55%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

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

Proposed Citywide 2025 Tax Levy	\$ 34,231,873
Increase (%)	4.55%
Change in Tax Rate	1.65%
2025 Median Valued Property *	\$ 349,500
Annual Change in City Taxes (for \$349,500 median property)	\$69.75

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

Impact of 4.55% Citywide Tax Levy Increase on City's Proposed Tax Rate



* 2025 is subject to change – depending on final values and fiscal disparities

Changes from Previous Draft

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

Changes from Previous Draft

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

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

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

Staffing Discussion

Original Staffing Requests

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



Staffing Discussion

History of Staff Increases – Fire Dept

4 new staff in 2019 (3 FT Captains + 1 Inspector)

0 new staff in 2020

0 new staff in 2021

9 new staff in 2022 (3 FT Lts. + 6 FT FF – grant funded)

0 new staff in 2023

1 new staff in 2024 (Assistant Chief – Operations)

14 new FT staff positions over 6 years

Staffing Discussion

History of Staff Increases – Police Dept

minus 2 staff in 2019 (1 officer, 1 support staff)

1 new staff in 2020 (1 officer)

1 new staff in 2021 (1 officer)

4 new staff in 2022 (2 officers, 1 Sgt., 1 support staff)

2 new staff in 2023 (2 officers)

0 new staff in 2024

net gain of 6 new staff over 6 years

Staffing Discussion

History of Staff Increases- Communications

- 1 new staff in 2019 (Communications Manager)
- 0.5 FTE added in 2023 – then assigned to Parks & Rec
 - Hours increased to 0.625 in 2024
- Current staffing levels:
 - 2.0 assigned to Communications
 - Communications Manager
 - Communications Specialist
 - 0.625 assigned to Parks & Rec
 - Communications Specialist

City Administrator Recommendations

Staffing Recommendations (4 FTE's)

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

City Administrator Recommendations

Proposed Use of One-Time Public Safety Aid

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

Also recommending one-time uses of less than \$100,000 in 2025 PD budget.

Already spent \$243,750 to close gap on purchase of new fire engine, \$64,613 on new radios for the Fire Dept., and \$35,744 on new motors for the Fire Dept. boat.

Remaining unallocated One-Time Public Safety Aid, if above use is approved, would be approximately \$250,000.

Citywide Tax Levy by Fund

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Total Levy	\$ 27,985,386	\$ 30,334,795	\$ 32,741,394	\$ 34,231,873
% Change from Prior Year	7.1%	8.4%	7.9%	4.55%

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

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

	4.0% Increase	4.55% Current Draft	5.0% Increase
Proposed Citywide 2025 Tax Levy	\$ 34,051,050	\$ 34,231,873	\$34,378,464
More / (Less) than current draft	(\$180,823)	n/a	\$146,591
Change in Tax Rate	1.06%	1.65%	2.14%
Annual Change in City Taxes (for \$349,500 median property)	\$59.43	\$69.75	\$78.11



CITY ADMINISTRATION

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

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