



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

AGENDA

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

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Presentations

A. Swearing-In of New Firefighters

5. Consent Agenda

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

A. Approval of Minutes of the May 27, 2025, City Council Minutes

B. Approval of Minutes of the June 9, 2025, City Council Meeting

C. Approval of Minutes of the June 23, 2025, City Council Meeting

D. Approval of Disbursements

E. Personnel Actions

F. Approval of Exempt Gambling Permit for Inver Grove Heights Hockey Association

G. Memorandum of Understanding between Inver Hills Community College and the Inver Grove Heights Police Department

H. Resolution Ordering Feasibility Study and Accepting Surveying Services Proposal for 2027 Pavement Management (PMI) Projects Areas

I. Change Order No. 1 for Water Treatment Plant Rehabilitation (City Project No. 2023-03)

J. Resolution Adding KLM Engineering, Inc. to the City's Professional Engineering Services Consulting Pool

- K. Resolution Approving Plans, Specifications and Authorizing Advertisement for Bids for the 64th Street Outfall (City Project No. 2025-14)
- L. Approval of Estoppel Certificate and Certificates of Completion for Inverwood Business Park
- M. Resolution Approving Development Contract Amendment and Amendment to Related Development Documents for the Plat of Peltier Reserve 3rd Addition
- 6. **Public Hearing**
 - A. Bond Capital Improvement Plan for New Central Maintenance Facility
- 7. **Regular Business**
 - A. Rental Housing Licenses
 - B. Approval of the Plat, Rezoning and Easement Vacation - Orchard Heights 3rd Addition (1845 77th St. W.)
 - C. Resolutions Approving Contract Award, Approving Budget, and Awarding the Construction Administration Contract for City Project No. 2023-08 - Babcock Trail Multi-Use Trail (Upper 55th St to I494)
 - D. 1st Reading of Ordinances Amending City Code Regarding Licensing Requirements
- 8. **Public Comment**

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

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

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MAY 27, 2025 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, May 27, 2025, in person. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

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

Staff In Attendance: City Administrator Wilson, City Clerk Kiernan, City Attorney Nason, Parks & Recreation Director Lares, Recreation Superintendent Dorshak, Communications Manager Looze, Planning Director Shay, and City Planner Schneider.

3. APPROVAL OF AGENDA:

Motion to and approve agenda with the addition of 2 presentations and the rest was published by Murphy; second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

4. PRESENTATIONS:

- A.** Simley High School Art Show Recognition of Art in City Hall – Pat Gilbertson & Jennifer Eversman, Art Teachers.

Mr. Pat Gilbertson and Ms. Jennifer Eversman, both art teachers from Simley High School, were welcomed and thanked for celebrating the student art exhibit now on display in the lobby. Mr. Gilbertson expressed gratitude to school leaders, Communicate Manager Looze, and the City Council for supporting the arts, and explained how the project came together after a previous display location was lost, leading to collaboration with City staff. He recognized several current and former students for their artistic achievements.

Council Member Murphy remarked on how impressive the student artwork is and asked whether students have always been this talented, joking that his own art class experience was nothing like it.

Mr. Gilbertson said Simley consistently has talented art students, with several each year producing top-level work; this year, some may achieve the highest AP Art scores, reflecting exceptional skill.

Mayor Dietrich thanked Mr. Gilbertson, Ms. Eversman, and the students for their contributions to the City Hall art display, praised the artwork for beautifying the space, acknowledged Communications Manager Looze and Council Member Murphy for their efforts, and presented certificates recognizing the teachers’ dedication to their students and the community.

- B.** Recognition of Parks & Recreation Staff – Lifeguards for their life saving efforts at the VMCC Aquatics area.

Recreation Superintendent Dorshak recognized the Aquatics Team for their life-saving work, highlighting Noah Bouchard for rescuing a guest who became distressed at the water park. She

noted such rescues happen regularly and praised the entire aquatics staff, including lifeguards, managers, and instructors, for their dedication and training. She also publicly thanked Amber Adam for her significant role in managing the facility's operations, hiring, and training.

Mayor Dietrich thanked Noah for his heroic lifesaving actions on February 15th, praising his quick and professional response, and presented him with a certificate. She also expressed appreciation to the entire Aquatics Team for their dedication to safety, presented them with a certificate, and invited the lifeguards forward to be recognized.

5. CONSENT AGENDA:

- A.** Approval of Minutes of the March 3, 2025, City Council Work Session
- B.** Approval of Minutes of the March 10, 2025, City Council Meeting
- C.** Approval of Minutes of the March 24, 2025, City Council Meeting
- D.** Approval of Disbursements, **Resolution 2025-121**
- E.** Personnel Actions
- F.** Approval of Contract and Acceptance of Archery Grant from the Minnesota Department of Natural Resources
- G.** Authorization to Enter into Contracts for City Hall East Elevator Improvements
- H.** Charitable Gambling Permit for U of M Ducks Unlimited Bingo & Raffle
- I.** Resolution Amending the Final PUD Development Plan for Peltier Reserve, **Resolution 2025-122.**
- J.** Ordinance Amending the Bishop Heights PUD to Allow an Outdoor ATM **Ordinance #1499**
- K.** Preliminary and Final Plat for Peltier Reserve 3rd Addition, Amendment to the Final PUD Development Plan, Vacation of an Existing Drainage and Utility Easement, and Rezoning of a Portion of the Plat, **Resolution 2025-123, 124, 125, & 126 Ordinance 1500.**

Motion to approve Consent Agenda Items A - K by Scales; second by T'Kach.

Ayes: 5

Nays: 0 Motion carried.

6. PUBLIC HEARINGS: None

7. REGULAR BUSINESS:

- A.** Preliminary and Final Plat of Inver Wood Golf Course Addition and Reguiding and Rezoning of Outlot A, **Resolution 2025-127, 128, and 129 Ordinance 1501.**

The Inver Wood Golf Course project addresses preliminary and final platting, land use, and rezoning. The subject property involves a specific parcel of approximately 4.25 acres located at the northwest intersection of Babcock Trail and 70th Street. The ownership history shows that there was an intent in 2012 to convey two lots to the Economic Development Authority (EDA), with the acquisition cost totaling \$1,352,000, including a \$1,000,000 Host Community Fund loan, and that these lots were purchased with the intention of future development.

Survey and planning work were completed in December 2024. The goal is to separate a portion of the golf course property for development while reintegrating another parcel back into the golf

course. The current land use designation is Public Parks & Open Space, and the property is zoned P, Institutional.

The preliminary plat encompasses the entire Inver Wood Golf Course property. It proposes consolidating the golf course into one lot, incorporating the eastern parcel back into the golf course, and subdividing a 4.25-acre portion from the golf course as Outlot A. Under this proposed subdivision, the golf course would become Lot 1, Block 1, totaling 243,885 acres; Outlot A would consist of 4.252 acres under EDA ownership; and there would be 7.768 acres of dedicated right-of-way. No drainage and utility easements are being dedicated with the golf course or Outlot A at this stage, but they would be required with a future replat of Outlot A. The dimensions of Outlot A comply with minimum standards.

In terms of proposed land use and zoning, the EDA previously discussed various options on February 10, 2025. These included potential residential uses spanning low, low-medium, medium, and high-density; commercial development; and mixed-use development. The considerations for choosing a direction included adjacent land uses, surrounding area context, identifying the highest and best use of the site, opportunities for the most attractive development potential, site constraints such as ponding, and the goal of capturing the highest sale price to help pay back existing debt.

The EDA directed that the land use should be designated mixed-use, as this provides the greatest opportunity and flexibility. Mixed-use development may involve high-density residential uses. Director Ziemer explained that zoning must match the proposed land use, noting that R-3C and B-3 are the closest existing zoning options because the City currently has no specific mixed-use zoning district. However, there may eventually be a consideration to create a mixed-use district or pursue a mixed-use Planned Unit Development (PUD) at the time of development.

The zoning options for the site include R-3C, multi-family residential, which is considered favorable because the area already contains a mixture of zoning types and land uses, such as the golf course, church, cemetery, rural residential properties, urban single-family homes, twin homes, and quad homes. R-3C is seen as the most attractive development option, as other types of residential development would be complicated due to the property's configuration, small size, and segmentation by roads. B-3 General Business zoning is less viable because the distance from Highway 52 complicates a purely commercial development, while mixed-use zoning could be created in the future to accommodate higher density residential development alongside supportive commercial and service uses.

Zoning is needed because the EDA directed the land use designation to be mixed-use, but the closest matching zoning options today are either B-3 or R-3C, as the City does not yet have a specific mixed-use zoning district. Development would require utility extensions to the site, and financial feasibility depends on covering the costs of constructing those utilities. Director Ziemer highlighted development constraints, including the size and shape of the parcel, which limit the feasibility of lower density residential development, and described the site as effectively an "island" surrounded by roads. The goal is to achieve the highest and best use, meaning the most marketable and likely development outcome, while marketing the land with known land use and zoning parameters, and with the EDA retaining ownership.

The Planning Commission recommended approval of the preliminary and final plats and the land use amendment for the Inver Wood Golf Course Addition but recommended denial of rezoning.

The proposed actions include motions to approve resolutions for the preliminary and final plats for the Inver Wood Golf Course Addition, with a condition requiring the dedication of additional right-of-way for Babcock Trail and 70th Street with a future replat of Outlot A; to approve a resolution for a comprehensive plan amendment changing the land use for Outlot A from Public Parks & Open Space to mixed-use; and to approve an ordinance rezoning Outlot A from P, Institutional to R-3C, multi-family residential. The Planning Commission recommended denial of the rezoning to R-3C; however, City staff maintain their recommendation for R-3C zoning.

Within the City, low-density residential areas allow 1-4 units per net acre and are zoned R-1A, B, or C. low-medium density residential permits 4-8 units per net acre under R-3A zoning. Medium-density residential supports 8-12 units per net acre and is zoned R-3B. High-density residential allows 12-35 units per net acre with R-3C zoning. Mixed-use areas also accommodate 12-35 units per net acre and may be zoned R-3C or B-3. Commercial districts have no specific density and are zoned B-1 through B-4, while Institutional uses fall under P zoning.

Mayor Dietrich requested a brief explanation for the public about why the Planning Commission recommended denial, for those who had not seen the Planning Commission meeting.

Director Ziemer explained that the Planning Commission recommended denial mainly due to the surrounding land uses, which include rural residential, single-family, and medium-density residential areas. They felt R-3C zoning might not be suitable at this time and preferred lower density options like R-3A or R-3B, though he noted these do not align with a mixed-use land use designation.

Mayor Dietrich asked whether zoning the property as R-3C would commit the City to a specific project or if the City would still retain the flexibility to approve or deny future proposals for the site.

Director Ziemer explained that because the EDA, which includes the City and City Council, owns the land, they can choose whom to sell it to and are not required to accept the first offer. Even with R-3C zoning, the City would likely encourage developers toward a mixed-use PUD to allow higher-density housing with some commercial uses, maintaining flexibility for future development.

Council Member Murphy asked whether there was an estimated number of units per acre required to make development of the property cost-effective, considering the challenges posed by surrounding streets and other site constraints.

Director Ziemer stated that no specific analysis has been done to determine the number of units per acre needed for cost-effectiveness, though earlier estimates suggested utility construction costs could exceed \$1 million, making it unclear what the exact development threshold would be.

Council Member Gliva asked if it might help a developer if the City covered the estimated \$1 million utility connections as part of future 70th Street improvements, and whether there could be a way for a developer to eventually repay some of those costs. She also wondered if this approach could make single-family homes or townhomes more viable on the site.

Director Ziemer explained that utility installation could serve as a bargaining tool with developers, though utility extensions are usually prompted by development itself. He added that on a four-acre site, single-family or medium-density projects likely could not handle the estimated million-dollar utility cost, as smaller developments do not have the scale to spread out such expenses.

Council Member Gliva emphasized the need for clarity, noting that the lack of utilities makes it very challenging to pursue any development, whether for townhomes or single-family homes.

Director Ziemer said that while medium-density development is not entirely impossible, it faces significant challenges, including lot configuration, location, and the lack of existing utilities, all of which are major concerns raised by developers considering the site.

Council Member T'Kach asked whether the City Council or EDA can still reject a proposed project even if it fully complies with zoning and technical requirements under designations like R-3C, mixed-use, or R-3A, simply because they do not support the specific project.

Director Ziemer confirmed that because the City owns the property, it has full discretion to decide whether to sell it, even if a proposed project meets all zoning standards and requirements. He clarified that this is different from privately owned land, where property owners have the right to proceed if they meet City standards, but for City-owned land, the City is not obligated to approve or sell for a project it does not support.

Council Member T'Kach expressed understanding of consolidating lots for the golf course and setting aside the separate parcel for future development but questioned whether the City could approve the preliminary plan without immediately rezoning the property. She suggested waiting to see what development proposals come forward and having staff explore ideas first, so rezoning could be tailored later to projects that align well with community interests.

Director Ziemer sought clarification, asking if the question were whether the City could approve the preliminary and final plat without also approving the rezoning.

Council Member T'Kach confirmed that was correct.

Director Ziemer explained that if the City decides not to approve the rezoning, staff will also recommend against changing the land use, as the two must be consistent. He noted that rezoning provides clarity for developers about the types of projects the City wants, making the property easier to market. Without it, developers would have to propose projects and seek the necessary changes themselves, adding steps and uncertainty to the process. He confirmed that the City Council has the authority to choose not to move forward with rezoning at this time.

Council Member T'Kach asked if medium-density zoning, potentially including mixed-use features like a restaurant or golf-related amenities, would be viable given the utility and development costs. She questioned what unit density such zoning could support, suggesting figures like five or ten units per acre, and noted that 35 units per acre is considered the upper limit for high-density zoning.

Director Ziemer explained that medium-density zoning like R-3B would require a corresponding medium-density land use designation, which is not being considered at this meeting. He said the Council would have to instruct staff to explore that option. Medium density typically ranges from 8 to 12 units per acre, but he noted that figuring out exactly what could be built on the site, both financially and physically, would depend on a developer's detailed analysis, which he could not provide.

Council Member T'Kach asked if Director Ziemer could offer any estimate based on his experience.

Director Ziemer explained that since the property is about four acres, developing it at eight units per acre would yield around 32 units, but he doubted whether that many units could practically fit on the site, which raises concerns about covering the costs of utility extensions.

Council Member T'Kach asked whether 32 units would be considered medium density and if, under high-density zoning, the property could potentially accommodate up to 100 units.

Director Ziemer explained that high density and mixed-use zoning both range from 12 to 35 units per acre, which could mean about 48 units on a four-acre site. However, he emphasized that site constraints like parking, stormwater management, and other factors would still limit how much development could realistically fit on the property.

Council Member Murphy asked whether R-3B zoning is incompatible with mixed-use development due to this property's specific limitations or if mixed-use zoning always requires high-density development.

Director Ziemer explained that in the City's system, low-medium-density residential corresponds to R-3A zoning, medium density matches R-3B, and high density aligns with R-3C. Although there is a land use category for mixed use, the City does not currently have a specific mixed-use zoning district. Mixed-use permits 12 to 35 residential units per acre plus commercial uses, and the closest zoning districts available to achieve mixed-use development are R-3C and B-3.

Council Member Murphy asked for confirmation that mixed-use zoning allows 12 to 35 units per acre.

Director Ziemer confirmed that it was correct.

Council Member Scales asked if a Senior Center would be classified as high- development under mixed-use or high-density zoning.

Director Ziemer confirmed that it would, explaining that a senior apartment building or similar facility falls under high-density development.

Motion to accept 2 comments into record by Gliva; second by Scales.

Ayes: 5

Nays: 0 Motion carried.

Paul Willig, 6930 Athena Way, shared that he and his neighbors submitted letters and a petition with 52 signatures opposing R-3C rezoning or commercial use for the site. He emphasized their preference for lower density development, like R-3A townhomes, to preserve the neighborhood's rural feel and character, expressing concern about apartments and urging the City to focus on what best fits the community rather than rushing to develop the land.

Mayor Dietrich confirmed that the City received the petition and noted it would be included in the public record.

Jacob Gundry, 6910 Athena Way, expressed a preference for low-density development due to concerns about traffic, the small size of the property, and changes from future road projects, and urged the City to preserve the neighborhood's character with larger lots and homes.

Crissy Willig, 6930 Athena Way, said she had submitted a letter and emphasized that their area is quiet and not mixed-use as described. She expressed concerns that an apartment complex would bring traffic, noise, light pollution, and would not fit the neighborhood's character. She noted reliance on wells and septic systems, fearing impacts on water quality and property values. She questioned the urgency to develop given the unfinished plans for 70th Street and urged preserving the neighborhood for long-time residents. Mayor Dietrich confirmed the City had received Ms. Willig's letter.

Craig Hillegas, 6755 Arlene Avenue, agreed with earlier comments that multi-family housing does not fit the neighborhood's character, which is made up of single-family homes, a church, and the golf course. He acknowledged the potential cost of extending services but felt it was worth it to preserve the area. He opposed business zoning and suggested that if zoning changes are needed, options like R-3A or R-3B should be considered instead.

Andy Hansen, 6750 Arlene Avenue, said there are still many unanswered questions about developing the property and argued that the site is not suitable for any development. He felt the small size, especially after factoring in right-of-way, makes it effectively undevelopable and urged against taking any action.

Council Member Scales shared his personal ties to the area and acknowledged that resistance to development is common. He believes the property should be developed, though he is unsure of the exact use, and sees potential given its location by the golf course. He said mixed-use raises concerns but feels more at ease since the EDA controls the land. He favors higher density senior housing with amenities like a coffee shop rather than commercial uses, and he doubts low or medium density could cover utility costs. He said leaving the property vacant long-term is not realistic or best for the City.

Council Member Murphy agreed with Council Member Scales that the property has sat undeveloped for over 30 years and should begin generating revenue. He believes the site is developable, despite concerns about the absence of a mixed-use zoning district. He felt reassured knowing the City owns the land and can control future projects. He stressed the importance of marketing the property and pursuing development opportunities.

Council Member T'Kach said she usually supports higher density in the City but feels there's insufficient information for the site. She proposed considering creative solutions and cautioned against rushing into rezoning due to economic uncertainty and future leadership changes. She wants clearer utility cost estimates and believes other City properties could be prioritized for development first.

Council Member Gliva explained that if the City pays to install utilities, the expense comes from the general fund and impacts all residents. She cautioned that while low-density developments like townhomes might appear ideal, they may not be financially viable for developers without significant City investment. She expressed personal support for mixed-use zoning because it offers flexibility and allows the City, as the landowner, to reject projects that do not fit. She also showed interest in senior housing due to housing needs but emphasized that mixed-use zoning would keep future decisions under City control.

Administrator Wilson clarified that there were three action items before the City Council and suggested taking each motion independently.

Mayor Dietrich thanked her for the clarification and confirmed that the motions would be handled separately, acknowledging the four-fifths vote requirement for the second item.

Council Member Scales expressed opposition to further delays, stating it is unfair for residents to repeatedly revisit the same projects. He believes the City should proceed to provide clear guidance on its intentions, clarifying that this action would not authorize immediate development or construction but would set the stage for future discussions and decisions.

Motion to approve Resolution 2025-127, approving the preliminary plat for Inver Wood Golf Course and by Motion to approve Resolution 2025-128, approving the final plat for Inver Wood Golf Course by Scales; second by Gliva.

Ayes: 4

Nays: 1 (T'Kach) Motion carried.

Mayor Dietrich agreed with moving forward but emphasized that the City is not rushing the process. She explained that since their retreat in February 2024, the majority of the City Council has been working to return tax-exempt parcels to the tax rolls, and residents can expect to see more such initiatives, all approached thoughtfully.

Motion to approve Resolution 2025-129, Amending the 2040 Inver Grove Heights comprehensive plan and maps for guiding the overall development and redevelopment of the City of Inver Grove Heights by Murphy; second by Gliva.

Ayes: 4

Nays: 1 (T'Kach) Motion carried.

Motion to approve Ordinance No. 1501, rezoning Outlot A of Inver Wood Golf Course Addition from P, Institutional to R-3C Multiple Family Residential by Dietrich; second by Scales.

Ayes: 4

Nays: 1 (T'Kach) Motion carried.

B. 3rd and Final Reading of Ordinance Amending City Code Related to Temporary Expansion of Premise for On-Sale Liquor License Holders, Resolution 2025-130 Ordinance 1499.

City Administrator Wilson presented the 3rd Reading of an ordinance to repeal and replace IGH City Code Title 4, Chapter 1, Section 15 (C), regarding Temporary Expansion of Premises for on-sale liquor license holders and exemptions from large assembly permits. On-sale liquor licenses cover a defined, compact, and contiguous area where alcohol can be sold and consumed, which affects liability insurance, parking, and utility charges. Businesses sometimes wish to expand temporarily, often into parking lots, for special events. The proposed ordinance aims to streamline the process for obtaining a Temporary Expansion of Premises, making it more efficient for local businesses.

Currently, businesses with an on-sale liquor license may apply for up to three temporary expansion permits per year, and each expansion can last no more than two days. Each requested expansion must come before the Council and must hit one of two regular meetings in a month, and the business is often required to also obtain a Large Assembly Permit. Under the proposed new process, Council approval would be given in concept through the issuance of a punch card, either at the time

of annual liquor license approval or when first needed during the calendar year. Staff would then review and approve specific events and dates, requiring submission at least 21 days in advance of the first event of the year and 14 days in advance of any subsequent events in the year.

The new process allows up to ten single-day expansions per year instead of three and removes the requirement for a Large Assembly Permit. It also permits two alternative rain dates with the initial approval. For each event, license holders must provide the date, time, estimated attendance, proof of insurance, and a site plan detailing the expansion area, traffic flow, parking, emergency access, lighting, noise control, a severe weather plan, and measures to prevent serving minors. Businesses can reuse information from prior applications for similar events.

The timeline of consideration included the 1st reading of the ordinance on April 28, which was approved by the Council, and the 2nd reading on May 12, which was also approved. Prior to the 2nd reading, notice was mailed to all current on-sale liquor license holders along with a copy of the proposed ordinance. The 3rd and final reading of the ordinance was scheduled for tonight, May 27. The requested action was to move approval of the 3rd and final reading of the ordinance as presented and adoption of the Resolution of Summary Publication.

Mayor Dietrich asked whether there would be an annual date set and if that date would be January 1st.

Administrator Wilson stated that the City plans to process these on a calendar year basis but will also allow mid-year applications. She explained that businesses, especially those that often request temporary expansions, could submit for approval alongside their annual liquor license renewal, which goes to the City Council each December for licenses renewing on January 1st. She noted that while most requests will likely align with annual renewals, businesses can still seek City Council approval mid-year if opportunities arise after choosing not to apply during their annual renewal.

Mayor Dietrich asked how the process would work for this year.

Administrator Wilson explained that this year, businesses need to submit applications anytime between now and the date of their first planned event. She clarified that the City requires applications to be filed at least 21 days before the first event of the year and at least 14 days before any additional events. She noted that one business, which has been eagerly awaiting this ordinance, submitted all required information last Friday. If the ordinance is adopted tonight, she anticipates the City Council will see at least one application on the agenda for the next regular meeting in two weeks, to support summer events planned by that local establishment.

Mayor Dietrich thanked staff for informing businesses about the ordinance changes and noted it was a good sign that businesses were already submitting applications.

Council Member T'Kach stated that she was realizing these would be single-day exemptions and questioned whether a two-day event, such as an art festival, could obtain a liquor license expansion for both days.

Administrator Wilson responded that businesses would be able to obtain a liquor license expansion for a two-day event, explaining that it would simply count as two days out of their total allotment of ten days for the year.

Council Member Murphy asked whether the information from the second reading on the severe weather plan was available and requested a summary of the details discussed.

Administrator Wilson stated that staff recommends leaving details about severe weather plans out of the ordinance and instead providing an informational flyer with definitions and examples, like moving people indoors during tornado warnings or canceling events if severe weather is forecasted. She noted that including such detail in City Code was too complex.

Council Member Murphy stated that he agreed with the strategy.

Council Member T'Kach asked whether it would be possible for a business to sublet their liquor license expansion to another business that either does not usually have a liquor license or has one but chose not to apply due to costs or other reasons.

Administrator Wilson explained that the expanded area must be compact and contiguous to the license holder's regularly licensed premises. She stated that while businesses could partner with another local business for events at the licensed location, the ordinance could not be used to effectively turn a liquor license into a catering license that operates anywhere in the community.

Motion to approve Ordinance 1499, repealing and replacing Inver Grove Heights City Code Title 4, Chapter 1, Section 15C regarding temporary expansion of licensed premises and amending Title 4, Chapter 14, Section 4 regarding permit exemption for large assemblies and Motion to approve Resolution 2025-130, approving the publication of summary of ordinance no 1499 by Scales; second by T'Kach.

Ayes: 5

Nays: 0 Motion carried.

C. Ordinance Amending City Code Regarding Massage Therapist Qualifications, **Ordinance 1502.**

City Clerk Kiernan presented Amending City Code Massage Therapist Qualifications. Staff identified the need to update the City Code's definition of an educational institution because it only referenced accredited schools. After learning that licensing by the Minnesota Office of Higher Education is more stringent than accreditation, staff proposed revising the definition to include both accredited institutions and licensed private career schools.

Definition Change

ACCREDITED INSTITUTION: An educational institution holding accredited status with the U.S. Department of Education or Minnesota Office of Higher Education.

Proposed Change

ACCREDITED INSTITUTION: An educational institution included in the Database of Accredited Postsecondary Institutions and Programs maintained by the U.S. Department of Education, or a postsecondary institution licensed by the Minnesota Office of Higher Education as a private career school.

The change will allow easier understanding of City Code. Staff recommends waiving the 3-reading rule and granting adoption of the ordinance under 4-8-1 definitions.

Motion to waive the three reading rules for Ordinance 1502, amending City Code Title 4, Chapter 8, Section 1 Revising the definition of an accredited institution for Massage Therapist Licensing Requirements by Scales; second by Murphy.

Ayes: 5

Nays: 0 Motion carried.

Motion to approve Ordinance 1502, amending City Code Title 4, Chapter 8, Section 1 Revising the definition of an accredited institution for Massage Therapist Licensing Requirements by Gliva; second by T'Kach.

Ayes: 5

Nays: 0 Motion carried.

Mayor Dietrich thanked staff for identifying the issue and for clarifying the City Code to make it easier for businesses to understand.

D. Babcock Trail Development Sketch Plan

Planning Manager Shay described the location as consisting of four properties along Babcock Trail north of I-494, at Babcock Trail and 49th Street, with a total area of 5.0 acres and 3.87 acres of developable land.

The current land use is HDR (High-Density Residential) with a density range of 12 to 35 units per net acre, and the zoning is R-3C, multi-family residential, within the Shoreland Management Overlay District. The development concept proposes a 135-unit apartment building, resulting in a density of 34.9 units per net acre, which falls within the HDR range.

The site is located near Stark Lake, classified as a recreational development lake, where multi-family residential is allowed as a PUD and is processed as a CUP in the Shoreland Overlay. The density analysis involves breaking the 1,000-foot boundary into 267-foot tiers, where each tier includes all suitable land area multiplied by the average square footage per multi-family unit, allowing additional density for units situated in tiers further from the lake. The density calculation yields 23.3 units, or 6.0 units per net acre, resulting in a density not consistent with the HDR density range of 12-35 units per net acre, while existing multi-family development to the west is estimated at 15 units per acre.

There are conflicts because the density required by the HDR land use is 12-35 units per net acre, translating to 47-135 units, while the density allowed by the Shoreland Ordinance is 6.0 units per acre, or 23.3 units. A variance is required to allow an additional 24 units to achieve the HDR minimum density, with a larger variance needed to achieve the density shown in the concept. A PUD process is required to achieve additional flexibility from Shoreland standards regarding the impervious surface, with 42% shown versus the maximum allowed of 25%.

The City Council is asked to consider and discuss whether the City Council is open to larger variances and/or PUD flexibility regarding density and impervious surface, and whether the City Council would be open to variances to allow 60 units (15.5 units per acre), 100 units (25.8 units per acre), or 135 units (34.9 units per acre).

Mayor Dietrich asked if there was someone available to discuss the Shoreland Management Overlay District and help identify any potential unintended consequences of the options being considered.

Planning Manager Shay said he consulted City Attorney Nason to clarify the Shoreland regulations. He explained that grants and variances are specific to individual properties and not broadly applicable. While variances are permitted under Shoreland rules, they still require findings of fact and must meet state statute criteria, including proving practical difficulties based on unique property characteristics, beyond just economic reasons.

Mayor Dietrich said she was thinking about possible unintended consequences, like the effects on impervious surfaces, and asked about the potential impact on water runoff if the development included 135 units. She clarified that she was not looking for specific answers but wanted to raise these points for discussion.

Planning Manager Shay explained that measures such as additional ponding, engineering solutions to slow water flow, and directing runoff into City sewer systems are considered to mitigate impacts when standards are exceeded. He emphasized that any increase beyond standards requires justification and careful evaluation to prevent negative effects, particularly regarding stormwater management and lake water quality.

Council Member Scales stated that he believes the proposed project fits well with the surrounding neighborhood and supports higher density at the site. He acknowledged concerns about stormwater and impervious surfaces but expressed confidence in the City's engineering capabilities to manage those issues, emphasizing his common-sense assessment that the project is appropriate for the area.

Mayor Dietrich expressed appreciation for the information being presented, noting that while no vote would be taken, it was helpful to provide guidance to staff.

Council Member Murphy said he was open to variances and felt the project fits the location. He questioned whether conflicts between density requirements and the Shoreland Ordinance were due to timing or changes in the ordinance.

Planning Manager Shay explained that the Shoreland Ordinance, adopted in 2004, has been in effect for over 20 years and applies to the current comprehensive plan. However, he noted that the property has been designated for high-density residential use since the 2020 and 2030 comprehensive plans, with the 2020 plan adopted in 1998, before the Shoreland Ordinance was in place.

Council Member T'Kach asked whether the Shoreland rules changed in 2004 and noted that the 2030 comprehensive plan was likely adopted in 2008. She observed that since the rules changed in 2004, the comprehensive plan might not have been aligned with the Shoreland Overlay rules at that time and questioned whether high-density residential should have been designated for the area.

Planning Manager Shay explained that the Shoreland Ordinance was likely not evaluated during earlier planning because of conflicts with high-density residential guidance. He noted that this parcel is unique, as it is the only high-density site affected by the Shoreland Overlay, making it more challenging to develop higher density near the lakeshore. He stated that the conflict arises because the comprehensive plan promotes density while the Shoreland Ordinance restricts it. He added that

the high-density designation likely was not originally included in the comprehensive plan but was added later to accommodate a specific development proposed for the site.

Council Member T'Kach expressed that she finds it challenging to identify a legitimate hardship or practical difficulty, other than financial factors, which would support granting a variance. She observed that although a developer may wish to maximize unit density, she does not believe this alone constitutes sufficient grounds for a variance in this situation.

Planning Manager Shay explained that some level of variance is possible for high-density residential development, but it would be the responsibility of the applicant or developer to justify the need for a variance. He noted that any variance request would be evaluated when the application comes before the City.

Council Member T'Kach asked whether it would be possible to achieve lower impervious surface coverage given the range of 60 to 135 units and inquired if there is a typical standard for impervious surface that corresponds to different residential densities, considering factors like parking.

Planning Manager Shay said impervious surface levels depend on factors like building design, parking, and access. He noted coverage might drop from 42% at 135 units to about 35% at 100 units but is unlikely to reach the 25% Shoreland limit, as high-density areas typically allow up to 40%.

Council Member T'Kach expressed concern that pursuing the maximum 135 units feels like forcing the project into an unsuitable situation due to impervious surface limits. She said reducing coverage to 30% might justify a small variance but noted the gap from the new shoreline rules remains significant.

Council Member Gliva said she was undecided but felt 135 units might be too high due to impervious surface concerns. She suggested considering a middle-ground density and was open to evaluating a variance, noting the area could support some level of density development.

Mayor Dietrich stated that she was open to considering a project with up to 135 units, emphasizing that her personal approval was not required for the decision. She inquired whether there was sufficient majority support to move forward with pursuing the necessary variances.

Planning Manager Shay confirmed that there was majority support to proceed.

E. Appointment of Planning Commissioner

Administrator Wilson discussed the process for filling seats on the City's Advisory Commissions. She explained that a week earlier, the City had conducted its annual interviews of local volunteers interested in serving on the City's three Advisory Commissions. At that time, there were nine seats to fill: three on the Planning Commission, three on the Parks and Recreation Advisory Commission, and three on the Environmental Advisory Commission.

After interviews and voting, the Council reached a deadlock on appointing the final seat to the Planning Commission because an even number of Council Members were present, making it challenging to break the tie. Now that all five Council Members are in attendance, Administrator Wilson presented the names of the three top vote-getters from those interviews: Connor Gosell, Trisha Presley, and Randy Sampson. She noted that each Council Member would be asked to vote for one candidate, as there is one seat to fill.

Council Member T’Kach stated that she would like to discuss the idea of term limits for committees and commissions at a future work session. For the current discussion, she expressed support for retaining experience on the Planning Commission and specifically endorsed Trisha Presley, noting her two-year term of service and current role as Secretary, and highlighting her valuable knowledge in finance, development, and related projects.

Council Member Scales asked whether it was appropriate to advocate for a specific individual, noting that such politicking had not previously occurred during voting processes.

Administrator Wilson stated that she was unsure, noting that during her time working for the City, the Council had simply voted without engaging in discussion.

Council Member T’Kach said she would be interested in hearing other Council Members’ perspectives, noting that during the interviews and the overall appointment process, there had not been much opportunity to discuss the various committees and commissions. She explained that her question was intended in that context.

Council Member Scales said that if the Council was going to discuss candidates, it should have been done for every vote, not just this one. He felt uneasy debating a single appointment when eight others had been decided without discussion and questioned whether it was fair to treat this vote differently. However, he said he would go along with it if the rest of the Council agreed.

Mayor Dietrich said that while she could not predict what any Council Member might say, she believed that, for consistency, the Council should avoid discussion on these appointments since they had not done so for the previous ones. She suggested that if the Council wanted to allow discussion in the future, it should be addressed at a work session, as previously mentioned.

Administrator Wilson announced the results of the first ballot, reporting that Conor Gosell received three votes and Trisha Presley received two votes, giving Connor Gosell a majority of the Council’s support.

Motion by Gliva, second by Dietrich to appoint Connor Gosell to the Planning Commission for a three-year term.

Ayes: 5

Nays: 0 Motion carried.

Mayor Dietrich asked if staff would inform Connor Gosell about his appointment.

Administrator Wilson replied that she would notify all three applicants.

8. PUBLIC COMMENT:

Amy Powers-Johnson, 2051 75th Street and lifelong member of the district, addressed the Council to express ongoing concerns about the harms of flavored tobacco, noting that despite efforts, the issue continues to affect youth. She requested that the City explore restrictions on Alzheimer’s and CELA flavored tobacco products and introduced students to share their experiences and emphasize the importance of addressing the problem.

Four students—a freshman, two sophomores, and an eighth grader from Inver Grove Heights Middle School and Simley High School—who are members of the Spartan Anti-Vaping Effort, spoke to the

Council about their concerns regarding the ongoing harms caused by flavored nicotine and tobacco products. They shared statistics about youth vaping in Minnesota and recounted personal experiences of seeing friends and classmates struggle with addiction, including athletes who have quit sports because of vaping. The students described their work to educate their peers and support those who are affected but stressed that they need the City's leadership to help eliminate the sale of flavored tobacco products locally.

Tamara Lenarz, 7562 Becker Trail and a health educator at South St. Paul High School, described vaping as a serious issue, noting her school locks bathrooms for part of each class due to illegal activity and urged the Council to take action.

A Simley High School student concluded by urging City staff to explore policy options and bring forward an ordinance to end the sale of flavored tobacco products in Inver Grove Heights.

Mayor Dietrich said that tonight they have had the privilege of hearing from many Simley students on three different topics. She thanked them for their passion and their requests, noting that the Council plans to keep discussing the issues, as there is interest among its members.

Elyse Less, Executive Director of Tobacco Free Alliance and a resident of West St. Paul, asked the Council how they plan to revisit the issue of flavored tobacco sales and inquired about the next steps. She also offered support from the Tobacco Free Alliance to assist the Council and City staff with information and resources as needed.

Mayor Dietrich said the Council's next step would be to discuss the issue, seek majority direction on how to proceed, and determine what actions fall within their authority.

Sandy Honerbrink, 2318 75th Street East, asked for clarification about the City budget's large totals and repeated categories, and questioned the high technology costs compared to her experience in the private sector. She shared suggestions and expressed interest in staying informed and discussing the budget further, citing her financial background.

Mayor Dietrich thanked her for taking the time to review the budget, noted that the budget process runs from June to December, and suggested sending specific questions to Administrator Wilson for responses.

Administrator Wilson said that City Council meetings dedicated to the 2026 budget will take place on July 21, August 1, and October 6, and encouraged anyone interested to attend.

MAYOR AND COUNCIL COMMENTS

Council Member Murphy described the meeting as one of the best during his tenure, commending staff and Communications Manager Looze for their work and noting the positive involvement of young adults.

Council Member Scales remarked on the impressive youth presentations and suggested discussing flavored tobacco regulations at a future work session. He also announced the 150th community reunion of the Old Salem Shrine, known as the Little White Church, happening on Sunday, June 1st, from noon to 3 p.m. on Upper 55th, and invited the community to attend. Council Member T'Kach added that there would be remarks around 12:45 p.m.

9. ADJOURN:

Motion to Adjourn at 8:07 p.m. by Scales, second by Murphy.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Tammy Greenlee

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JUNE 9, 2025 - 6:00 P.M. - 8150 BARBARA AVENUE

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, June 9, 2025, in person. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

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

Staff In Attendance: City Administrator Wilson, City Clerk Kiernan, City Attorney Nason, Community Development Director Ziemer, City Engineer Merchlewicz, Finance Director Hove, Assistant Finance Director Ellison, Parks and Recreation Director Lares, and Communications Manager Looze.

3. APPROVAL OF AGENDA:

Motion to and approve as published by T’Kach; second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

4. PRESENTATIONS:

- A.** Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting.

Mayor Dietrich announced that the Government Finance Officers Association awarded the Finance Team the Certificate of Achievement for Excellence in Financial Reporting. Director Hove accepted the award on behalf of the City and introduced the new Assistant Finance Director, Roberta Ellison.

Assistant Finance Director Ellison expressed appreciation for the opportunity to serve and praised the Finance Team's strength under Director Hove's leadership. Mayor Dietrich recognized the behind-the-scenes work since January and warmly welcomed Assistant Finance Director Ellison.

Director Hove noted the City has received the award annually since 1986, with the 2023 award accepted that evening. She shared that the 2024 audit is upcoming and hopes for continued recognition due to the team's dedication. Mayor Dietrich formally presented the award and congratulated the Finance Team.

5. CONSENT AGENDA:

- A.** Approval of Minutes of the April 7, 2025, City Council Work Session
- B.** Approval of Minutes of the April 14, 2025, City Council Meeting
- C.** Approval of Disbursements, **Resolution 2025-131**
- D.** Personnel Actions
- E.** Resolution Establishing Change Fund and Petty Cash Fund Balances, **Resolution 2025-132**
- F.** Cost Sharing Agreement with Dakota County for New Voting Equipment
- G.** Resolution Approving a New City Seal, **Resolution 2025-133**
- H.** Resolutions Awarding Contract and Approving Budget for City Project No. 2025-08 - 2025 Sanitary Sewer Rehabilitation, **Resolution 2025-134 and 2025-135**
- I.** Resolution Approving Joint Powers Agreement for City Project No. 2023-19 - 80th Street

- Safe Routes to School, **Resolution 2025-136**
- J.** Resolutions Approving Joint Powers Agreement, Contract Award, and Budget for City Project No. 2023-15 - 80th Street Lane Reduction Improvement, **Resolution 2025-137, 138 and 139**
 - K.** Resolution Awarding a Contract to SEH for Final Design and Bidding Services for City Projects Nos. 2026-0D through 2026-09L, **Resolution 2025-140**
 - L.** Resolution Approving Joint Powers Agreement for Final Design of City Project No. 2026-09H - Upper 55th & 57th Street, **Resolution 2025-141**
 - M.** Resolution Approving Contracts with Wold Architects & Engineers for Architectural Services and Kraus-Anderson Construction Company for Construction Manager as Adviser Services for a New Central Maintenance Facility (City Project No. 2017-01), **Resolution 2025-142**
 - N.** Authorization to Enter into 2025-26 Labor Agreement with IUOE, Local No. 70
 - O.** Resolution Amending Resolution No. 2024-88, Approving Modified Utility Connection Fees for the Yellow Tree Apartment Development, **Resolution 2025-143**
 - P.** Resolution Approving Improvement Agreement and SWFMA for Yellow Tree Apartment Development, **Resolution 2025-144**
 - Q.** Approval of Resolution Regarding Inver Wood Golf Course Addition Plat Fees, **Resolution 2025-145**
 - R.** Resolution Amending Purchase Agreement for Sale of Excess Golf Course Property to the EDA, **Resolution 2025-146**

Motion to approve Consent Agenda Items A - R by Scales; second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

6. PUBLIC HEARINGS:

A. Temporary Expansion of Premise Authorization for Mississippi Pub

Clerk Kiernan explained that the City has received an application from Mississippi Pub, located at 4455 66th Street East, requesting a temporary expansion of premises for the 2025 calendar year. The on-sale liquor license is held by Mississippi Pub, and under recently revised City Code, the Council may authorize such an expansion. If granted, this would allow the license holder to temporarily expand the boundaries of their licensed premises for up to 10 calendar days in 2025. Each expansion date would require review and approval by the Police Department. Following the public hearing, staff recommended that the Council approve the temporary expansion request.

Mayor Dietrich opened the Public Hearing. There were no public comments.

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

Ayes: 5

Nays: 0 Motion carried.

Council Member Gliva stated that she would be abstaining from the vote due to her relationship with Mississippi Pub.

Motion to approve Temporary Expansion of Premise Authorization for Mississippi Pub by Scales, second by T’Kach.

Ayes: 4

Nays: 0 (Abstain Gliva) Motion carried.

B. Approval of Massage Business and Therapist Licenses

Clerk Kiernan stated that the Council is being asked to consider two separate license approvals. First, Sunny Feng has applied for a new massage therapist license and a new massage business license for Golden Spa, located at 5836 Blaine Avenue. The application was submitted with the required license fee and a certificate of liability insurance. A background investigation conducted by the Police Department found no basis for denial.

Second, Lone Furreness has applied for a new massage therapist license with the intent to work at OyeSpa LLC, located at 7741 Amana Trail. A background investigation was completed for this application and found no basis for denial.

Following the public hearing, staff recommended approval of both the massage business and therapist licenses.

Mayor Dietrich opened the Public Hearing. There were no public comments.

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

Ayes: 5

Nays: 0 Motion carried.

Motion to approve Massage Therapy Businesses and Individual Massage Therapists by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR BUSINESS:

A. Rental Housing Licenses

Director Ziemer presented the following rental housing licenses including 1 renewal and 5 new licenses.

3255 80th Street East #102

7510 Concord Boulevard

7170 Archer Trail

7379 Degrio Way

9689 Cedarwood Court

3418 Cloman Way

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

Motion to Approve 6 Rental Licenses by Gliva, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

B. 2024 Annual Audit and Financial Report

Director Hove introduced Bonnie Schwieger, CPA from Abdo and the lead auditor for the City's annual audit.

Ms. Schweiger presented the audit findings and confirmed that three compliance letters were issued as part of the financial statements. The City received an unmodified opinion under Generally Accepted Accounting Principles (GAAP). There were no instances of noncompliance with Minnesota legal requirements or the federal OMB Compliance Supplement.

She reviewed historical financial trends, starting with the General Fund. At the end of 2024, the City held approximately 51.5% of its operating budget in reserves. This is an increase from the prior year and exceeds the City's current policy target. The increase was driven by higher-than-expected revenues, including recognition of ARPA funds used to support police payroll, strong interest earnings, and a notable increase in permit revenue. On the expenditure side, the City spent less than budgeted due to payroll savings in several departments. These favorable results led to an increase of approximately \$4 million dollars in reserves.

Over the past three years, the City's primary General Fund revenue sources were permit fees, interest income, and transfers from other funds. Most expenditures were allocated to major departments, with additional spending categorized under Parks and Recreation and smaller departments.

Ms. Schweiger then discussed the City's special revenue funds, which are used for future projects and needs. Some of these funds are restricted or committed for specific purposes. For example, funds have been accumulated for capital needs at the Community Center, indicating that the City is setting aside resources for future improvements at that facility.

She provided an overview of the City's outstanding debt, most of which is tied to street projects. Debt service is expected to remain stable over the next five years, which is considered favorable. As of 2024, the City has approximately \$23 million in bonds outstanding.

She also reviewed the capital project funds, noting that about \$6 million is restricted by grant resolutions and other legal obligations. The remaining funds are designated for current and future project expenses.

Turning to internal service funds, Ms. Schweiger explained that during the budgeting process, the City allocates funds to these accounts to build reserves for specific purposes. This approach helps minimize fluctuations in the City's operating budget. The central equipment fund has developed strong reserves to support future equipment purchases.

The water fund is designed to be self-sustaining and to support capital improvements for the water utility. A healthy gap between operating receipts and disbursements has allowed the City to accumulate capital reserves. The sewer fund showed a smaller gap due to higher debt payments, but the overall structure remains sound. The stormwater fund was reviewed similarly, with an emphasis on maintaining appropriate operating reserves, which are reviewed annually.

The golf course fund experienced a spike in revenue in 2023 due to the sale of anniversary memberships, which takes place every three years. The revenue generated from these sales is then used over the following years.

A comprehensive summary of the City's cash and investment holdings reflects the distribution of funds across various municipal functions.

A resident asked if the audit summary was available on the City's website. Ms. Schwieger responded that it is not yet online but will be posted once finalized.

Motion to accept the 2024 Annual Audit and Financial Report by Gliva, second by T'Kach.

Ayes: 5

Nays: 0 Motion carried.

C. Ordinance Amending City Code relating to Exterior Building Materials (Hoop Structures)

Community Development Director Ziemer presented proposed amendments to the City Code regarding hoop structures. He explained that on August 26, 2024, the City Council denied two variance requests related to an existing hoop structure on a property zoned I-1. The denials were based on non-conformance with exterior material and setback requirements. Following this, the Council directed staff to research the issue and return with a proposal, as the presence of the hoop structure highlighted conflicts within the current code. Hoop structures are currently prohibited in commercial and industrial districts due to non-conformity with exterior building material standards.

Under current City Code, both permanent and temporary hoop structures are prohibited in R, P, and I zoning districts. However, they are allowed in A, E-1, and E-2 districts on lots of 2.5 acres or more, with standards including a 500 square foot size limit and 50-foot setbacks. An exemption also exists for commercial greenhouses in B districts. The building code distinguishes between temporary hoop structures, which are allowed for up to 180 days without requiring structural engineering, and permanent hoop structures, which do require structural engineering.

The proposed amendment includes no changes in all R districts, where the prohibition would remain. In A, E-1, and E-2 districts, the 2.5-acre threshold would be replaced with a minimum lot size standard. No changes are proposed for business districts, where existing exemptions for commercial greenhouses would remain. The most significant change applies to industrial and institutional districts, where permanent hoop structures would be allowed but restricted to storage of specific outdoor materials such as salt, sand, landscape materials, mulch, and special soils. Storage of machinery, mobile equipment, and other non-material items would be prohibited. Standards would be based on existing zoning regulations for accessory structures, including limits on size, number, and impervious surface percentages.

Mayor Dietrich asked whether a property owner could have a few, provided they did not exceed the allowed limit.

Director Ziemer stated that the number of accessory buildings permitted in an industrial district depends on what the City Code allows. If the code permits one, then only one is allowed; if it permits two, then two may be allowed, if all zoning requirements are satisfied.

Mayor Dietrich asked for clarification, noting that after speaking with Chair Weber, it appears there will not be a direct correlation in the code between accessory structures and parcel size. She questioned whether the code specifies allowable structure size based on the size of the property.

Director Ziemer confirmed that understanding is correct.

The City Council reviewed the proposed revisions during a March 3, 2025 work session. At the June 3, 2025, Planning Commission public hearing, a business owner requested clarification to confirm that machinery and similar items would be prohibited. In response, staff revised the ordinance by adding the word "only" to clarify the list of permitted materials in hoop structures. The Planning

Commission then recommended approval in a 6-1 vote. The Council was asked to approve the ordinance amending City Code Section 10-15-17.

Mayor Dietrich asked for clarification on the specific concern with machinery or mobile equipment, inquiring whether it relates mainly to visual impact or involves other issues.

Director Ziemer explained that concerns about machinery and mobile equipment are mainly environmental, as they are often stored outdoors, raising issues like soil and salt protection. He emphasized the need to balance allowing protective structures in industrial areas with ensuring they meet building standards.

Mayor Dietrich asked for confirmation that the same regulations would also apply to agricultural.

Director Ziemer clarified that farm buildings are subject to a different section of the building code. He explained that if the property is part of an active agricultural operation, the use of these types of structures is permitted. Such uses are allowed under the applicable code and are protected by State statute.

Mayor Dietrich asked for confirmation that housing machinery under a hoop structure is permitted in agricultural settings.

Director Ziemer explained that property owners could apply for and obtain a building permit for structures intended for agriculturally based purposes.

Council Member T'Kach asked whether a marina would be allowed to have hoop structures for boats.

Director Ziemer stated that business districts are unchanged, and marinas likely fall under B zoning, where hoop structures are not allowed. These structures may be permitted in industrial zones, though he was unsure if any marinas are in those areas.

Council Member T'Kach asked if they could request a variance.

Director Ziemer clarified that they would not be able to request a variance because the structures are not permitted under the zoning code.

Council Member Gliva asked whether there had been any feedback from residents, business owners, or anyone currently using a hoop structure.

Director Ziemer said the only feedback received was from a business owner involved in a variance request who attended the Planning Commission meeting. He noted that the Council placed a stay on such structures, which expires at the end of the month, after which property owners would need to be notified and brought into compliance.

Council Member Scales said the Planning Commission had a thorough discussion and did a good job addressing all aspects. He expressed support for the proposal as written, noting it strikes a fair balance by clarifying what is allowed while supporting industrial areas, businesses, and residential agriculture.

Mayor Dietrich stated the Planning Commission discussed material concerns and suggested revisiting those standards before finalizing the ordinance. She mentioned some hoop structures do not last through winter and recommended clearer guidelines on material thickness. She also suggested tying accessory structure size directly into the ordinance and praised Chair Weber for anticipating potential issues.

Director Ziemer agreed that accessory structure size could be tied to the ordinance by referencing existing code but said he would need to review current standards for industrial and institutional districts. He said it would be up to Council to decide if similar size and count standards should apply. Material standards were not included, as most structures must meet building code requirements, but Council could choose to set more specific guidelines if desired.

Mayor Dietrich said she understood the intent but noted the City has previously struggled to address blighted areas effectively. She expressed a desire to ensure this ordinance is proactive in preventing such issues.

Director Ziemer asked Mayor Dietrich whether she was referring to temporary structures, permanent, or both.

Mayor Dietrich expressed concern about the durability of poorly constructed hoop structures and stressed the need for authority to address such issues. She supported adding more parameters if necessary but deferred to the Council's direction.

Council Member T'Kach asked whether materials like thin Kevlar would be acceptable if used in engineered structures that meet building codes and offer long-term durability.

Director Ziemer explained that while he could not give a definitive answer, building code requires structures to meet wind and snow load standards, which influence material and design. He added that permanent structures typically need heavy-duty materials that hold up over time.

Council Member T'Kach asked whether deteriorating hoop structures on industrial property would fall under code compliance and when it would trigger a call to a compliance officer.

Director Ziemer said it would likely require a complaint to initiate action. He added that some issues would fall under code compliance, while others might be handled by building inspectors, depending on the situation.

Council Member T'Kach asked whether there is a mechanism in place to address issues if a permanent structure begins to deteriorate.

Mayor Dietrich said there is a mechanism in place but noted that the follow-through can sometimes vary.

Council Member Scales said his concern is mainly with temporary structures, noting their coverings often wear out after a winter and need frequent replacement. He said permanent structures in industrial areas are usually well-built and maintained, and he has no material concerns with those.

Motion to approve of an Ordinance 1503 amending IGH City Code Title 10, Chapter 15, Section 17, Exterior Building Materials by T'Kach, second by Scales.

Ayes: 5

Nays: 1 (Dietrich) Motion carried.

D. Ordinances Amending City Code Related to Above-Ground Fuel Storage Tanks

Director Ziemer provided information regarding the proposed ordinance amendments related to aboveground storage tanks.

The City approved a variance request related to aboveground storage tanks (ASTs) on July 22, 2024. Following this approval, the Council directed staff to research existing AST regulations and explore possible amendments.

Currently, two separate sections of the City Code govern standards for ASTs. These are the Fire Prevention Code and the Zoning Code. Under the Fire Prevention Code, ASTs are allowed without limitation in I-2 districts, while districts A, B, P, and I-1 are limited to a single 500-gallon tank or a dual 1,000-gallon tank. In the sand and gravel overlay district, ASTs may be permitted as a CUP when associated with an asphalt plant. The Zoning Code separately addresses fuel storage and dispensing as permitted principal uses in B-1, I-1, and I-2 districts. Additionally, storage of fuels such as crude oil, gasoline, natural gas, and propane requires a CUP in the I-2 district.

The proposed changes involve moving AST regulations from the Fire Prevention Code to the Zoning Code to better align with zoning district designations. The allowed zoning districts under the proposed change would include A, B-1, B-2, B-3, P, I-1, and I-2. The current size limitations for tanks would be removed, and instead, standards and limits would be tied directly to the State Fire Code. Another key change would be the reclassification of ASTs from a permitted or conditional principal use to a permitted accessory use. A principal use is defined as a standalone use on a property, whereas an accessory use is one that can only exist in conjunction with a primary use. Under the proposed amendments, a fire permit issued by the Fire Marshal would be required before use, and a site plan would need to be submitted along with the permit application.

These proposed ordinance revisions were reviewed by the City Council during a work session on March 3, 2025. A public hearing was held by the Planning Commission on June 3, 2025. There were no public comments during the hearing, and the Commission voted unanimously 7-0 in favor of recommending approval of the proposed amendments.

Amendments to the Fire Prevention Code, which are outside of zoning regulations, require three readings. The City Council has the option to waive the three-reading requirement with a unanimous vote. If the Council chooses to proceed with all three readings, staff recommends waiting to adopt the second ordinance. The first motion is to approve the ordinance amending City Code Section 9-4-2 of the Fire Prevention Code related to aboveground storage tanks as presented, pending the outcome of the ordinance reading requirements. The second motion is to approve the ordinance amending the Use Tables in City Code Sections 10-6-1 and 10-6-2 related to aboveground storage tanks as presented.

Mayor Dietrich asked Attorney Nason to confirm whether the requirements related to the waiver of readings had been changed earlier in 2024.

Attorney Nason confirmed that the requirement was previously a unanimous vote of the Council to waive the three reading requirements. She explained that this was changed as part of the updates to the administrative section and that a unanimous vote is no longer required. The new requirement is a four-fifths vote.

Mayor Dietrich asked if the revised voting requirement would apply in this instance.

Attorney Nason affirmed that the updated requirement is applicable in this instance.

Council Member T'Kach expressed support for proceeding but noted there is no urgency. She emphasized the value of allowing additional time for community input and further consideration of staff's perspective.

Director Ziemer clarified that both proposed changes were reviewed by the Planning Commission, noting that while one involves zoning and the other does not, the full package was presented together.

Mayor Dietrich stated that, to her knowledge, no correspondence had been received from constituents regarding the item. She then asked for guidance on how to proceed with the motions.

Director Ziemer recommended addressing the items one by one, noting that the first is dependent on whether the reading requirements are waived. If the Council chooses to waive the requirements and proceed, they may move forward. Otherwise, he advised treating it as a first reading and postponing action on the second ordinance until both can be considered together.

Council Member Scales recommended waiving the three reading requirements, stating that the item is neither contentious nor controversial and has already had ample opportunity to move through the review process.

Motion to waive 3 reading rule by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Motion to approve reading of an Ordinance 1504 amending IGH City Code Title 9, Chapter 2, Section 4, Limits for Storage of Certain Hazardous Materials by Gliva, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

Motion to approve reading of an Ordinance 1505 amending IGH City Code Title 10, Chapter 6, Section 1, Land Uses in all Residential Districts and Title 10, Chapter 6, Section 2, Land Uses in all Non-Residential Districts by T’Kach, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

E. Removed. ~~Closed Session to Consider the Purchase of Real Property.~~

F. Added. Consideration of Resolution of Support for State Bonding Request Council Majority Decision to not submit for the Governor’s Bonding Request for 2025, **Resolution 2024-147**

Administrator Wilson outlined that the State of Minnesota has traditionally passed a capital budget bill, also referred to as a bonding bill, during even-numbered years, although this has become less predictable. These bills authorize the issuance of State bonds to fund capital investments. Funding supports new construction and significant remodels or repairs on State-owned buildings, including State office buildings, prisons, public college and university buildings, State parks and trails. Bonding bills also provide funding for infrastructure such as roads, bridges, and water and wastewater treatment projects. Local governments may submit requests, but the projects must be of regional significance, publicly owned in perpetuity, and include a 50% local match.

In recent years, the City submitted several bonding requests. In 2023, the City was successful in securing \$5 million for the reconstruction of 117th Street and \$2 million for the inclusive playground and splashpad at Heritage Village Park (HVP Phase 5). These same projects were also requested in 2021 and 2022, but the legislature did not adopt bonding bills in those years. In 2024 and 2025, the City requested \$3 million for Heritage Village Park Phase 6, but those efforts were unsuccessful.

For 2026, the bonding request must be submitted by June 13 to be considered for inclusion in the Governor’s proposed bonding bill. Early submissions also stand a better chance of getting a stop on the House or Senate’s tour of bonding sites. If the City submits a request, staff believe Heritage Village Park Phase 6 is the most viable project. The City previously asked for \$3 million for this phase.

The State is increasingly pushing for a 50% local match. The match would most likely come from the Park Acquisition and Development Fund, although the Host Community Fund is also a possibility.

As of May 30, 2025, the Park Acquisition and Development Fund had a balance of \$5,225,962. Approved allocated expenses include \$951,173 for HVP Phase 5 as the City's allocation and match to the awarded State bond, \$100,000 for the South Valley Archery Range, and \$100,000 for final payments, retainage, and punch list items for HVP Phase 4. This results in a remaining balance of approximately \$4,074,789. Potential revenue from NWA development activity includes \$476,000 from the Nord 61 Development (Townhomes) and \$1,063,300 from the Yellow Tree Development (Apartments), for a total projected balance of \$5,614,089.

Heritage Village Park's Phase 4 is complete except for minor punch list items and includes the Roundhouse Shelter, bench coverings, and a restroom facility. Phase 5, scheduled for construction beginning in summer 2025, includes the inclusive playground and splashpad and an extension of the western parking lot. Phase 6 is yet to be determined and proposes an amphitheater, picnic shelters, a nature play area, educational and historical interpretive nodes, a garden area, a lawn game area, heritage panels, and expansion of the dog park parking lot. The relocation of two City-owned historic buildings is not eligible for inclusion in the bond request and may be considered for a future phase.

The Council may opt not to submit a project by the June 13 deadline for the Governor's 2026 proposed bonding bill. This would allow time to better understand the costs for acquiring and developing a larger NWA park, with the possibility of seeking funding as early as February 2026. Staff recommends this path to preserve funds for future park acquisition.

If the Council chooses to submit Heritage Village Park Phase 6 for consideration, it must determine the amount of local match funding and adopt the required resolution to complete the submittal.

Council Member T'Kach asked whether the relocation of the two City-owned historic buildings, which cannot be included in bond requests and would require separate funding, was accounted for in the estimated \$3 million project cost.

Administrator Wilson clarified that the estimated \$3 million does not include the cost of relocating the two City-owned historic buildings, which would require additional funding beyond that amount.

Council Member Scales stated that although Heritage Village is important to him, now is not the right time to pursue it. With progress in the Northwest area, he believes efforts should be focused there, as that park is a more realistic priority at this time.

Council Member Murphy agreed, stating that if a local match were not required, he would support completing Heritage Village. However, he believes Phase 6 can be delayed, allowing the City to focus on finishing Phase 5 and prioritizing the long-anticipated park in the Northwest area.

Mayor Dietrich recommended not submitting the project for consideration at this time.

Council Member T'Kach asked how long it would take to recover a \$1.5 million match in the Park Fund, based on expected development, to still move forward with Northwest area plans soon after acquisition.

Administrator Wilson said she could not estimate how long it would take to replenish the Park Fund, as it depends on future development. She noted recent projects brought in funds when land was not dedicated, but no similar developments are currently expected.

Council Member T'Kach clarified she was inquiring whether any imminent development projects were known to staff or the development director.

Administrator Wilson said the two presented projects are the only one's staff can confidently project.

Council Member Gliva expressed support for completing Phase 5 at Heritage Village and indicated she is comfortable pausing further phases for now.

Administrator Wilson stated that the City will not submit for the Governor's bonding bill at this time and will focus on progressing with the Northwest area park acquisition. She noted the issue can be revisited in January when the City adopts its legislative priorities.

8. PUBLIC COMMENT:

Mark Ross, 7056 Delaney Avenue, expressed concern about a nearby residence involved in a May 21 arson incident. He explained the property functions as a harm reduction home with unclear oversight, raising safety and maintenance issues in the neighborhood. He requested the City investigate what State guidelines apply to such homes, including identifying any relevant statutes, and asked whether the City Attorney could review the legal structure and oversight of these dwellings.

Mayor Dietrich stated she was unsure if the City Attorney would be the appropriate person to address the matter but would find out who is best suited to determine the oversight authority for harm reduction homes.

Mayor Dietrich requested Administrator Wilson or her staff to follow up and investigate the matter.

Administrator Wilson confirmed that staff has been looking into the matter and will provide an update to the Council.

Sandy Honerbrink, a resident at 2318 75th Street East, thanked the Council for not borrowing additional government funds and expressed support for limiting new park projects, noting that many parks already exist. She encouraged the Council to voice concerns to County Commissioners about electronic poll books, citing a recent County decision to discontinue their use. She also submitted budget questions for review, requesting detailed responses and emphasizing the need for timely communication and a meeting with Council members to discuss her concerns.

Mayor Dietrich asked Clerk Kiernan to scan and distribute the questions to all members of the Council.

Clerk Kiernan confirmed she would complete the scanning and ensure the questions are emailed to all Council members.

9. MAYOR AND COUNCIL COMMENTS

Council Member T'Kach announced that the Farmers Market is now open on Sundays at the Community Center.

Mayor Dietrich shared that she and Council Member Scales were approached by a constituent interested in donating the flags displayed on Cahill for Memorial weekend. In exploring this, she discovered the City's Christmas decorations are in poor condition and suggested discussing their replacement before the holiday season. She proposed exploring whether there was a past

partnership with local businesses and recommended a possible cost-sharing approach among Community Development, Parks and Recreation, and Public Works. She asked for Council support to begin looking into these options.

Council Member Gliva expressed support, stating it was an excellent idea.

10.ADJOURN:

Motion to Adjourn at 7:13 p.m. by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Tammy Greenlee

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JUNE 23, 2025 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, June 23, 2025, in person. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

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

Staff In Attendance: City Administrator Wilson, City Clerk Kiernan, City Attorney Nason, Police Chief Chiodo, Community Development Director Ziemer, City Engineer Merchlewicz, Finance Director Hove, Parks and Recreation Director Lares, and Senior Planner Schneider

3. APPROVAL OF AGENDA:

Motion to move public comments prior to the Closed Sessions and approve Agenda by Gliva, second by Murphy.

Ayes: 5

Nays: 0 Motion carried.

4. PRESENTATIONS: None

5. CONSENT AGENDA:

- A.** Approval of Minutes of the April 28, 2025, City Council Meeting
- B.** Approval of Disbursements, **Resolution 2025-147**
- C.** Personnel Actions
- E.** Resolution Calling for a Public Hearing on the Issuance of Capital Improvement Bonds to Fund Construction of a New Central Maintenance Facility, **Resolution 2025-148**
- F.** Resolution Electing to Confirm Statutory Tort Limits for Liability Insurance Purposes, **Resolution 2025-149**
- G.** Adoption of Fair Housing Policy
- I.** Resolution Authorizing Summary Publication of Ordinance No. 1499, **Resolution 2025-152**
- J.** Resolution Authorizing Summary Publication for Ordinance No. 1503, **Resolution 2025-1503**
- K.** Resolution Authorizing Summary Publication of Ordinance No. 1504 and 1505, **Resolution 2025-154**
- L.** 3rd Amendment to the Final Design Contract for City Project No. 2016-17 - 117th Street Reconstruction, **Resolution 2025-155**
- M.** Resolutions Awarding Contract and Approving Budget for City Project No. 2025-09I - 2025 Ultra-Thin Bonded Wear Course (UTBWC), **Resolutions 2025-156 & 2025-157**
- N.** Resolution Approving Joint Powers Agreement for City Project No. 2024-24 - Concord Blvd. Pedestrian Safety Improvements
- O.** Authorization to Issue Request for Proposals for Janitorial Cleaning Services for City Facilities, **Resolution 2025-158**
- P.** Authorization to Apply for COPS Grant for Police Department School Resource Officers, **Resolution 2025-159**
- Q.** Authorization to Issue Request for Proposals for Civil Legal Services
- R.** Adoption of Council Code of Conduct

Motion to approve Consent Agenda Items A-C, F-G, J-R, Omitting D and H by Scales, second by Gliva.**Ayes: 5****Nays: 0 Motion carried.**

Item D, Renewal of Union Cemetery Interment Contract, was pulled from the Consent Agenda.

Mayor Dietrich asked Clerk Kiernan when the contract was last put out for bid.

Clerk Kiernan stated that the contract has not gone out for bid in over five years. The last contract was an extension in 2021. The City relies on Rexigils due to their historical knowledge of the cemetery's layout, which the City does not fully possess.

Mayor Dietrich expressed support for the current contractor but emphasized the importance of maintaining competitiveness and being fiscally responsible.

Clerk Kiernan clarified that the City does not pay anything for the service. The family of the person being interred pays Rexigils directly, with no financial involvement or pass-through by the City.

Council Member Murphy questioned whether Rexigils' records are proprietary and suggested the City consider acquiring that information.

Clerk Kiernan acknowledged the City holds some data, but Rexigils likely has more complete records. She offered to arrange a meeting with Rexigils to review their records and ensure they align with the City's information.

Mayor Dietrich asked for Council input, and the Council agreed.

Motion to approve the Union Cemetery Contract by Murphy, second by Gliva.**Ayes: 5****Nays: 0 Motion carried.**

The next item pulled from the Consent Agenda was Item H, Rezoning, Variance, and Waiver of Plat for 1120 Alaureate Court.

Senior Planner Schneider explained that the application request at 1120 Alaureate Court involves subdividing an existing property to create one new parcel for a single-family home. The applicant is seeking a Waiver of Plat, a Rezoning from A, Agricultural to E-1, Estate, and a Variance to permit a 2.47-acre lot in the E-1 Zoning District, which typically requires a 2.5-acre minimum lot size under City Code.

The 4.97-acre property is not platted, is located on a private road, and has no existing easements. It is guided for Rural Density Residential (RDR) use and currently zoned Agricultural. Properties to the north, east, and west are also zoned Agricultural, while the property to the south is zoned Estate.

The proposed lot split would create two parcels from the existing property. A Waiver of Plat is required because the property does not qualify for an administrative subdivision. City Code allows for a Waiver of Plat when only two parcels are being created, there is no need to dedicate public right of way or easements, and the property is not adjacent to a public road where additional right of way would be needed.

The request to rezone from A to E-1 aligns with the Rural Density Residential land use designation. It does not present any spot zoning concerns, and the proposed use meets all E-1 district performance standards except for the minimum lot size, which is being addressed through a variance request.

The variance request must meet all required criteria in the City Code. The proposed lot size is close to the required minimum and maintains consistency with the Comprehensive Plan. The request is considered reasonable and represents the minimum needed to allow the subdivision. Unique circumstances exist, as earlier surveys indicated the parcel was 5.05 acres when purchased. The character of the area will not be altered, as nearby properties have similar density. The request is not based solely on economic grounds, and no code compliant alternatives exist to subdivide the property.

Staff recommended approval of the Waiver of Plat, the Rezoning from A to E-1, and the Variance request for the 2.47-acre lot in the E-1 zoning district, with two conditions: the subdivision must be filed and recorded with Dakota County, and the applicant must pay the park dedication fee prior to recording the subdivision.

Mayor Dietrich asked if more information could be provided about the one vote in opposition.

Planner Schneider explained that one commissioner voted against the request due to concerns about traffic impacts on the private gravel road and how the variance and rezoning might affect the rural character of the neighborhood.

Council Member Gliva asked whether the address in question is located on a City road or a private road.

Planner Schneider confirmed that it is a private road and not maintained by the City.

Council Member Gliva asked if there is any impact from it being a private road when a property owner wants to make changes and inquired about ownership, wondering if it is shared among the surrounding property owners.

Planner Schneider said he was unsure of the exact ownership structure but noted that private roads are typically maintained through a formal or informal cost-sharing agreement among residents. He added that the applicant might be able to provide more specific information.

Corey Clarin, 1120 Alaureate Court, explained that the private road is maintained through an informal agreement among residents. Each household contributes funds annually, which are used for plowing, maintenance, and asphalt patching.

Council Member Gliva recalled visiting the area two or three years ago when the road was flooding from a holding pond and noted the road was nearly impassable at that time.

Mr. Clarin acknowledged the past flooding and stated that residents contributed funds to raise the road by about three and a half feet. The road has since remained stable, and repaving is deferred until water levels are consistently low.

Dave Carlson, 9805 Alaureate Court, whose property borders the proposed driveway, stated he initially had not formed an opinion but, after visiting the site, found no negatives. He noted low traffic on the private road and expressed support for the proposal.

Nancy Henderson, 9900 Alaureate Court, expressed strong opposition to the proposal, citing concerns about losing the rural character, peace, and natural setting of the area. She fears feeling crowded, increased noise, and long-term impacts on her mental health and quality of life and worries the change could lead to more development in the future.

Mr. Clarin clarified that the proposed house will be located on the opposite side of Ms. Henderson's property, further west and not adjacent to her home. He noted the lot is heavily wooded and they plan to preserve privacy, to minimize visibility from the road.

Motion to approve Item 5H Rezoning, Variance, and Waiver of Plat for 1120 Laureate Court by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

6. PUBLIC HEARINGS:

A. Temporary Two-Day Liquor License & Exempt Gambling Permit for Church of St. Patrick, 3535 72nd Street East

Clerk Kiernan reported that the Church of St. Patrick applied for a temporary two-day liquor license for September 13 and 14, 2025, in connection with its annual fall festival. As required, a public hearing must be held prior to issuing the license and notice of the hearing was published in the June 8 edition of the Pioneer Press. The church also submitted an exempt permit application for charitable gambling activities to take place during the same event. Staff recommended approval of the temporary liquor license following the public hearing, as well as approval of the exempt gambling permit.

Mayor Dietrich opened the Public Hearing. There were no public comments.

Motion to close the Public Hearing by Scales, second by T'Kach.

Ayes: 5

Nays: 0 Motion carried.

Motion to approve Temporary Two-Day Liquor License & Exempt Gambling Permit for Church of St. Patrick, 3535 72nd Street East by Murphy, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

B. New Corporate Officer for Liquor License Holder American Multi-Cinema Inc. (AMC) Theatres

Clerk Kiernan reported a proposed change in corporate officer for the AMC Theater located at 5567 Bishop Avenue, naming Edwin Francis Gladbach. The applicant submitted all required documentation and fees in accordance with City Code. A background check conducted by the Police Department found no grounds for denial. Staff recommended approval of the officer change following the public hearing.

Mayor Dietrich opened the Public Hearing. There were no public comments.

Motion to close the Public Hearing by Gliva, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

Motion to approve New Corporate Officer for Liquor License Holder American Multi-Cinema Inc. (AMC) Theatres by Scales, second by Murphy.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR BUSINESS:

A. Rental Housing Licenses

Director Ziemer presented the following rental housing licenses including 1 renewal and 4 new licenses.

4817 Blaine Avenue
10805 Rich Valley Boulevard
7164 Arkansas Avenue
4640 Barbara Avenue
4611 Blaine Avenue

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

Motion to approve 5 Rental Licenses by T’Kach, second by Gliva.**Ayes: 5****Nays: 0 Motion carried.****B. Closed Session to Consider the Purchase of Real Property****C. Closed Session to Consider the Purchase of an Easement****8. PUBLIC COMMENT:** None**9. MAYOR AND COUNCIL COMMENTS**

Council Member Scales thanked the Parks and Recreation Department for their work on the inaugural lighting of the Swing Bridge, calling the event an incredible success. He noted the overwhelmingly positive feedback and asked that appreciation be shared with the entire team.

Mayor Dietrich expressed her agreement and support for the remarks made by Council Member Scales.

Motion to go into closed session pursuant to Minnesota Statute Section 13D.05 Subd. 3(c)(3) to develop or consider offers or counteroffers for the purchase of real property located at 1285 70th St E, and to develop or consider offers or counteroffers for the purchase of an easement on the property located at 4455 66th Street E by Gliva, second by Murphy.

Ayes: 5**Nays: 0 Motion carried.****10. ADJOURN:**

Motion to Adjourn at 8:19 p.m. by Murphy, second by Gliva.

Ayes: 5**Nays: 0 Motion carried.**

Minutes prepared by Recording Secretary Tammy Greenlee

Request for Council Action

SUBJECT: **Approval of Disbursements**

MEETING DATE: July 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

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

BACKGROUND

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

Fund Type	Amount
General Fund	\$843,563.10
Special Revenue	95,460.26
Debt Service	5,287.50
Capital Projects	1,144,216.83
Enterprise	513,442.29
Internal Service	271,951.09
Escrows	32,626.75
Total - All Funds	\$2,906,547.82

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 07.28.2025
2. Disbursements Listing (7.9.2025 - 7.22.2025)

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

RESOLUTION NO. ____

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

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

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

Fund Type	Amount
General Fund	\$843,563.10
Special Revenue	95,460.26
Debt Service	5,287.50
Capital Projects	1,144,216.83
Enterprise	513,442.29
Internal Service	271,951.09
Escrows	32,626.75
Total - All Funds	\$2,906,547.82

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

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Expense Approval Report

By Fund

Payment Dates 7/9/2025 - 7/22/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
EARL F ANDERSEN INC	0140037-IN	07/10/2025	Speed limit sign	101.3200.000.5125	168.75
HOMETOWN SWEETS, LLC.	1005	07/10/2025	Goodie bags for art student & l...	101.1300.000.5190	420.00
GERTENS	1228/1	07/10/2025	shrubs	101.4200.000.5190	303.00
UNIFIRST CORPORATION	1410152886	07/10/2025	Uniforms Streets	101.3200.000.5175	45.05
UNIFIRST CORPORATION	1410152886	07/10/2025	Uniforms Parks	101.4200.000.5175	29.36
MINNEAPOLIS OXYGEN CO.	145812	07/10/2025	oxygen cylinder rental	101.2200.000.5190	226.79
MTI DISTRIBUTING CO	1479119-00	07/10/2025	irrigation parts	101.4200.000.5400	251.20
CULLIGAN	157984591006X063025	07/10/2025	bottled water service station 1	101.2200.000.5310	189.03
CULLIGAN	157984591188X063025	07/10/2025	bottled water service station 3	101.2200.000.5310	87.80
CULLIGAN	157986034674X043025	07/10/2025	bottled water service fee	101.2200.000.5310	156.89
CULLIGAN	157986034674X063025	07/10/2025	bottled water service station 2	101.2200.000.5310	315.19
MARTIN-MCALLISTER	16936	07/10/2025	FT Firefighter Pre-employment..	101.2200.000.5312	1,300.00
MADISON NATIONAL LIFE INS...	1700914	07/10/2025	7.2025 Premium	101.0000.000.2026	4,417.55
FIRST IMPRESSION GROUP	170538P	07/10/2025	Insights postage; summer 2025	101.1300.000.5325	3,481.27
BLACKTOP PROS, LLC	23-1511	07/10/2025	Large Patch on Brent Avenue	101.3200.000.5415	10,900.00
PINE BEND PAVING, INC.	251174	07/10/2025	Blacktop for patching	101.3200.000.5125	1,094.78
DAWN LANNING - HHH RANCH	25-19	07/10/2025	Horse Camp Contract Fees	101.4300.452.5310	2,160.00
ACROSS THE STREET PRODUCT..	28161	07/10/2025	Instructor Renewals (1YR)	101.2200.000.5335	3,000.00
CIVICPLUS	338927	07/10/2025	virtual webmaster services qu...	101.1300.000.5310	4,091.05
MN GLOVE & SAFETY, INC.	352591	07/10/2025	Hi-Viz shirts - Dohmen	101.3200.000.5175	139.98
GLASSING FLORIST	430596	07/10/2025	flowers for student art recepti...	101.1300.000.5190	50.00
AMERICAN FAMILY LIFE ASSU...	549413	07/10/2025	6.2025 Premium	101.0000.000.2012	1,298.64
OFFICE OF THE SECRETARY OF...	6/25/2025	07/10/2025	Notary Application Fee - Hudak	101.1800.000.5335	120.00
KENISON, TERRI	6/30/2025	07/10/2025	cleaning services for fire stati...	101.2200.000.5310	1,600.00
ADAM KRAEMER, LLC	6/4/2025	07/10/2025	Secure & cleanup debris - 309...	101.5200.000.5310	9,600.00
OTTE EXCAVATING	6853	07/10/2025	pump & back flush13 septic ta...	101.4200.000.5400	2,750.75
DAKOTA CTY PARKS DEPT	75	07/10/2025	Canoeing field trip fee	101.4300.452.5343	300.00
GMES LLC	7543392	07/10/2025	rescue helmet	101.2200.000.5160	124.25
MOTOROLA SOLUTIONS, INC.	8282146111	07/10/2025	new mobile radios	101.2200.000.5615	43,409.52
MOTOROLA SOLUTIONS, INC.	8282147601	07/10/2025	New radios and charges	101.2200.000.5615	5,823.90
MN LIFE INSURANCE CO	85010461-00	07/10/2025	7.2025 Premium	101.0000.000.2022	4,390.58
ENVIROTECH SERVICES INC	CD202515258	07/10/2025	Road Dust Control	101.3200.000.5415	6,542.55
ENVIROTECH SERVICES INC	CD202515259	07/10/2025	Road Dust Control	101.3200.000.5415	1,675.55
PRECISE MRM	IN200-2006442	07/10/2025	Network Access Fee	101.3200.000.5310	1,440.00
INNOVATIVE OFFICE Solutio...	IN4862845	07/10/2025	Towels, garbage bags & clean...	101.4200.000.5125	276.02
INNOVATIVE OFFICE Solutio...	IN4870782	07/10/2025	Printer paper	101.1300.000.5105	21.72
CITY OF SAINT PAUL	IN62898	07/10/2025	Blacktop asphalt	101.3200.000.5125	2,720.63
SAFE-FAST, INC.	INV309896	07/10/2025	Earplugs + Safety Hats, Glasses..	101.3200.000.5175	405.34
MIP V ONION PARENT LLC	MP278307	07/10/2025	Parks port a pottie rentals 6.2...	101.4200.000.5430	3,441.50
INNOVATIVE OFFICE Solutio...	SCN-132178	07/10/2025	paper for PD ice cream coupo...	101.1300.000.5105	-13.82
ICMA RETIREMENT TRUST - 4...	INV0220325	07/11/2025	457 -AGE <49	101.0000.000.2038	4,790.03
ICMA RETIREMENT TRUST - 4...	INV0220326	07/11/2025	457 -AGE <49 %	101.0000.000.2038	11,216.54
ICMA RETIREMENT TRUST - 4...	INV0220327	07/11/2025	457 -AGE 50+	101.0000.000.2038	1,500.29
ICMA RETIREMENT TRUST - 4...	INV0220328	07/11/2025	457 PLAN -AGE 50+ %	101.0000.000.2038	1,084.58
ICMA RETIREMENT TRUST - 4...	INV0220329	07/11/2025	457 - ROTH AGE <50	101.0000.000.2038	1,746.00
ICMA RETIREMENT TRUST - 4...	INV0220330	07/11/2025	457 - ROTH AGE <50 %	101.0000.000.2038	1,934.22
ICMA RETIREMENT TRUST - 4...	INV0220331	07/11/2025	457 - ROTH AGE 50+	101.0000.000.2038	20.00
AFSCME COUNCIL 5	INV0220332	07/11/2025	UNION DUES (AFSCME FULL S...	101.0000.000.2041	796.64
AFSCME COUNCIL 5	INV0220333	07/11/2025	UNION DUES (AFSCME FULL S...	101.0000.000.2041	45.96
MINNESOTA DEPARTMENT OF...	INV0220334	07/11/2025	CASE #001570640001	101.0000.000.2220	136.59
TEXAS STATE DISBURSEMENT...	INV0220335	07/11/2025	CASE #0012022247	101.0000.000.2220	230.77
MINNESOTA DEPARTMENT OF...	INV0220336	07/11/2025	CASE #000115468905	101.0000.000.2220	69.22
MINNESOTA DEPARTMENT OF...	INV0220337	07/11/2025	CASE #001563363401	101.0000.000.2220	445.31

Expense Approval Report

Payment Dates: 7/9/2025 - 7/22/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WI SCTF (WI SUPPORT COLLEC...	INV0220338	07/11/2025	PARTICIPANT ID#0004986316	101.0000.000.2220	433.06
WI SCTF (WI SUPPORT COLLEC...	INV0220339	07/11/2025	PARTICIPANT ID#0004986316	101.0000.000.2220	65.00
LELS	INV0220340	07/11/2025	UNION DUES (LELS LIEUTENA...	101.0000.000.2041	292.00
MEDSURETY ACH ONLY	INV0220341	07/11/2025	HSA ELECTION-FAMILY	101.0000.000.2031	4,240.34
MEDSURETY ACH ONLY	INV0220342	07/11/2025	HSA ELECTION-SINGLE	101.0000.000.2031	7,262.16
IGH PROFESSIONAL FIREFIGHT...	INV0220343	07/11/2025	UNION DUES (IAFF)	101.0000.000.2041	542.78
INVER GROVE HEIGHTS POLICE...	INV0220344	07/11/2025	IGH POLICE ASSOCIATION CO...	101.0000.000.2041	378.00
INTERNATIONAL UNION OF O...	INV0220345	07/11/2025	UNION DUES IUOE-49 REGUL...	101.0000.000.2041	245.00
INTERNATIONAL UNION OF O...	INV0220346	07/11/2025	UNION DUES IUOE-49 WORKI...	101.0000.000.2041	121.31
IUOE	INV0220347	07/11/2025	UNION DUES IUOE-70	101.0000.000.2041	1,948.00
LELS LOCAL #84	INV0220348	07/11/2025	UNION DUES (LELS)	101.0000.000.2041	2,591.50
MN STATE RETIREMENT SYST...	INV0220349	07/11/2025	MINNESOTA DEFERRED COM...	101.0000.000.2038	2,995.30
MN STATE RETIREMENT SYST...	INV0220350	07/11/2025	MINNESOTA DEFERRED COM...	101.0000.000.2038	799.86
MN STATE RETIREMENT SYST...	INV0220351	07/11/2025	457 ROTH IRA (AGE 49 & UND...	101.0000.000.2038	970.00
PERA	INV0220352	07/11/2025	PERA COORDINATED PLAN	101.0000.000.2225	58,850.88
PERA	INV0220353	07/11/2025	EMPLOYER SHARE (EXTRA PE...	101.0000.000.2225	4,527.02
PERA	INV0220354	07/11/2025	PERA DEFINED PLAN	101.0000.000.2225	15.77
PERA	INV0220355	07/11/2025	EMPLOYER SHARE (PERA DEFI...	101.0000.000.2225	15.77
PERA	INV0220356	07/11/2025	PERA POLICE & FIRE PLAN	101.0000.000.2225	37,678.67
PERA	INV0220357	07/11/2025	EMPLOYER SHARE (POLICE & F...	101.0000.000.2225	56,518.00
ICMA RETIREMENT TRUST - 4...	INV0220358	07/11/2025	ROTH IRA (AGE 49 & UNDER)	101.0000.000.2039	4,395.88
ICMA RETIREMENT TRUST - 4...	INV0220359	07/11/2025	ROTH-AGE <49 %	101.0000.000.2039	217.56
ICMA RETIREMENT TRUST - 4...	INV0220360	07/11/2025	ROTH IRA (AGE 50 & OVER)	101.0000.000.2039	638.46
LELS	INV0220361	07/11/2025	UNION DUES (LELS SGT)	101.0000.000.2041	584.00
LELS	INV0220362	07/11/2025	UNION DUES (LELS)	101.0000.000.2041	64.66
EFTPS	INV0220363	07/11/2025	FEDERAL WITHHOLDING	101.0000.000.2213	86,129.63
MN DEPT OF REVENUE (PAYR...	INV0220364	07/11/2025	STATE WITHHOLDING	101.0000.000.2215	38,000.34
EFTPS	INV0220365	07/11/2025	MEDICARE WITHHOLDING	101.0000.000.2211	25,063.38
EFTPS	INV0220366	07/11/2025	SOCIAL SECURITY WITHHOLDI...	101.0000.000.2210	67,477.08
MN DEPT OF REVENUE	June 2025	07/14/2025	Taxes	101.0000.000.2205	0.17
MN DEPT OF REVENUE	June 2025	07/14/2025	Taxes	101.0000.000.2205	2,318.83
EARL F ANDERSEN INC	0140101-IN	07/17/2025	Road signposts	101.3200.000.5125	2,156.25
MCFOA	02219	07/17/2025	McFOA Dues - Katie	101.1140.000.5335	50.00
MCFOA	02235	07/17/2025	McFOA Dues - Becky	101.1140.000.5335	50.00
ST. PAUL PIONEER PRESS	0625572521	07/17/2025	NoPH: Church of St Pat - Tem...	101.1140.000.5330	20.90
ST. PAUL PIONEER PRESS	0625572521	07/17/2025	NoPH: New Officer - AMC	101.1140.000.5330	20.35
ST. PAUL PIONEER PRESS	0625572521	07/17/2025	2024 Summary Financials	101.1800.000.5330	242.00
ST. PAUL PIONEER PRESS	0625572521	07/17/2025	2024 Summary Financials	101.1800.000.5330	581.35
ST. PAUL PIONEER PRESS	0625572521	07/17/2025	2024 Summary Financials	101.1800.000.5330	290.40
ST. PAUL PIONEER PRESS	0625572521	07/17/2025	2024 Summary Financials	101.1800.000.5330	462.00
ST. PAUL PIONEER PRESS	0625572521	07/17/2025	Ord 1503 - Sum Pub - Hoop St...	101.5100.000.5330	37.40
ST. PAUL PIONEER PRESS	0625572521	07/17/2025	Ord 1504 & 1505 Sub Pub - St...	101.5100.000.5330	39.60
EXPERT TREE SERVICE AND SC...	13173	07/17/2025	Remove 3 dead ash trees at 9...	101.5000.000.5310	650.00
EXPERT TREE SERVICE AND SC...	13174	07/17/2025	Remove 34 dead ash trees at ...	101.5000.000.5310	10,200.00
EXPERT TREE SERVICE AND SC...	13321	07/17/2025	removed 2 dead ash trees in ...	101.4200.000.5425	650.00
UNIFIRST CORPORATION	1410154894	07/17/2025	Uniforms-Streets	101.3200.000.5175	45.03
UNIFIRST CORPORATION	1410154894	07/17/2025	Uniforms-Parks	101.4200.000.5175	29.36
UNIFIRST CORPORATION	1410156490	07/17/2025	Uniforms-Streets	101.3200.000.5175	45.55
UNIFIRST CORPORATION	1410156490	07/17/2025	Uniforms-Parks	101.4200.000.5175	29.36
MN FIRE SERVICE CERT BOARD	14473	07/17/2025	FF I and hazmat testing NDTA	101.2200.424.5340	3,056.75
MN FIRE SERVICE CERT BOARD	14481	07/17/2025	NDTA FF I and hazmat testing	101.2200.424.5340	1,267.00
CONSERVATION CORPS MINN...	15950	07/17/2025	Corpsmember Hours (x360)	101.4200.000.5310	11,160.00
EYEMED	166888042	07/17/2025	Retro Premiums 5.2025 - 6.20...	101.0000.000.2018	9.30
EYEMED	166888042	07/17/2025	Premium 7.2025	101.0000.000.2018	300.81
FIRST IMPRESSION GROUP	170557	07/17/2025	music in the park yard signs x5	101.4300.459.5333	48.00
KENNEDY & GRAVEN	188470	07/17/2025	4805 Babcock Development	101.5100.000.5305	291.50
KENNEDY & GRAVEN	188470	07/17/2025	Buggy Car Wash	101.5200.000.5305	2,773.57
ISD #199	2424-219	07/17/2025	Youth Tennis Rental from Su...	101.4300.454.5430	224.50
GERTENS	242645/12	07/17/2025	shrubs	101.4200.000.5125	672.50
BLOOMINGTON SECURITY SO...	244354	07/17/2025	repairs to RV restroom doors	101.4200.000.5400	356.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TAHO SPORTSWEAR	25TS02543	07/17/2025	Summer all staff t-shirts	101.4300.459.5175	472.20
SOLBERG AGGREGATE CO	30899	07/17/2025	Class 5 Gravel	101.3200.000.5125	514.86
KIMLEY-HORN & ASSOCIATES, ...	32167681	07/17/2025	Northwest Expansion Area 20...	101.5100.000.5310	4,626.45
SHAKOPEE MDEWAKANTON S...	3296	07/17/2025	mulch for misc parks	101.4200.000.5125	1,262.80
MN GLOVE & SAFETY, INC.	352641	07/17/2025	Gloves & Safety Glasses	101.4200.000.5175	215.76
STREAMLINE DESIGN INC	43771	07/17/2025	Pullover fleece uniform jackets	101.2200.000.5175	122.00
MN NCPERS LIFE INSURANCE	542000082025	07/17/2025	8.2025 Premium	101.0000.000.2024	240.00
PIONEER SECURE SHRED	55139	07/17/2025	Spring Shred Event	101.5000.420.5389	1,100.00
BROADWAY AWARDS	57168	07/17/2025	Medals for Safety Camp awar...	101.4300.452.5190	764.57
BRYAN ROCK PRODUCTS	69799	07/17/2025	ag lime for ballfields	101.4200.000.5125	8,249.98
METROPOLITAN COUNCIL	7/1/2025	07/17/2025	SAC Fees 6.2025	101.0000.000.4300	-1,540.70
QUILLAN HUNTER ROE	7/1/2025	07/17/2025	Performer for Food Fest Event...	101.4300.453.5310	1,500.00
WILLIAM ARNE BJORNDALE	7/10/2025	07/17/2025	Music in the Park performance	101.4300.453.5310	350.00
JESSE NORELL	7/10/2025	07/17/2025	Music in the Park performance	101.4300.453.5310	425.00
CROSSINGS IGH LLC	7/14/2025	07/17/2025	Tax Abatement - 1st 1/2 2025	101.0000.000.5490	93,031.28
MADDEN GALANTER HANSEN,...	7/3/2025	07/17/2025	Labor Relations services thru 6...	101.1120.000.5305	202.50
MOTOROLA SOLUTIONS, INC.	8282146166	07/17/2025	new radios and charges	101.2200.000.5615	89,527.20
COMCAST	8772105910359526X070525	07/17/2025	cable for fire station 1	101.2200.000.5310	10.80
GRAINGER	9555146191	07/17/2025	multi-gas detector	101.2200.000.5160	1,231.96
BRITTANY MISKOWIEC	IGHFD-07152025	07/17/2025	FD department covered sessi...	101.2200.000.5312	1,155.00
INNOVATIVE OFFICE SOLUTIO...	IN4878014	07/17/2025	Binders & AA Batteries	101.2200.000.5105	311.12
SAFE-FAST, INC.	INV310639	07/17/2025	Gloves, Helmets & Safety Glas...	101.3200.000.5175	142.62
KNOX COMPANY	INV-KA-423532	07/17/2025	Knox connect cloud license	101.2200.000.5395	721.00
ST PAUL STAMP WORKS INC	IV00576690	07/17/2025	New City Seal	101.1140.000.5160	324.54
EMERGENCY AUTOMOTIVE TE...	MP06052552B	07/17/2025	light bar for UTV	101.2200.000.5615	292.90
MACQUEEN EMERGENCY GR...	P12843	07/17/2025	Misc parts for fire truck	101.2200.000.5410	81.72
CORE & MAIN LP	X304926	07/17/2025	Pipe for roadside culvert repla...	101.3200.000.5125	1,226.40
Fund 101 - GENERAL FUND Total:					790,472.82

Fund: 102 - PUBLIC SAFETY SMALL EQUIPMENT FUND

TRES INC	INVERGROVE25-101	07/17/2025	New K-9 Squad Car	102.2000.000.5620	53,090.28
Fund 102 - PUBLIC SAFETY SMALL EQUIPMENT FUND Total:					53,090.28

Fund: 201 - C.V.B. FUND

RIVER HEIGHTS CHAMBER OF ...	1026	07/17/2025	Monthly Office Rent 07.2025	201.5600.000.5430	600.00
RIVER HEIGHTS CHAMBER OF ...	1027	07/17/2025	CVB Health Insurance reimburs...	201.5600.000.5310	250.00
RIVER HEIGHTS CHAMBER OF ...	1027	07/17/2025	Monthly Service Contract 6.2...	201.5600.000.5310	300.00
RIVER HEIGHTS CHAMBER OF ...	1027	07/17/2025	Monthly Service Contract 6.2...	201.5600.000.5310	6,633.10
RIVER HEIGHTS CHAMBER OF ...	1027	07/17/2025	CVB Phone reimbursement 6...	201.5600.000.5320	75.00
IGH DAYS COMMITTEE	2025-1	07/17/2025	IGHCVB: IGH days silver spons...	201.5600.000.5330	1,000.00
LILLYANNA MILLER	6/11/2025	07/17/2025	Google Workspace 6.11.2025	201.5600.000.5335	14.40
LILLYANNA MILLER	6/11/2025	07/17/2025	Google Workspace 5.13.2025	201.5600.000.5335	65.00
LILLYANNA MILLER	6/11/2025	07/17/2025	Hotel Stay for MACVB Confer...	201.5600.000.5340	232.14
KEIRA PNEWSKI	7/14/2025	07/17/2025	Post/re-posting stories, updat...	201.5600.000.5310	600.00
Fund 201 - C.V.B. FUND Total:					9,769.64

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

INNOVATIVE OFFICE SOLUTIO...	SCN-132180	06/27/2025	Name Badge Holders - Return...	205.4420.000.5190	-63.42
ROBYN J. MILLS	10662	07/10/2025	Line dancing instructor payme...	205.4450.480.5310	196.00
CULLIGAN	157011438908X063025	07/10/2025	softener salt	205.4420.000.5125	305.70
CULLIGAN	157011438908X063025	07/10/2025	softener salt	205.4430.000.5125	203.80
CULLIGAN	157011438908X063025	07/10/2025	softener salt	205.4440.000.5125	163.76
CULLIGAN	157011438908X063025	07/10/2025	softener salt	205.4450.481.5125	54.59
CINTAS CORPORATION	20419251	07/10/2025	lobby mats	205.4420.000.5430	187.45
CINTAS CORPORATION	20419251	07/10/2025	lobby mats	205.4430.000.5430	124.96
CINTAS CORPORATION	20419251	07/10/2025	lobby mats	205.4440.000.5430	100.42
CINTAS CORPORATION	20419251	07/10/2025	lobby mats	205.4450.481.5430	33.47
AMERICAN RED CROSS	22875917	07/10/2025	Red Cross WSI Student Certifi...	205.4420.000.5335	264.00
PERFECTION PLUS, INC	316033	07/10/2025	cleaning services 7.2025	205.4410.470.5310	691.28
PERFECTION PLUS, INC	316033	07/10/2025	cleaning services 7.2025	205.4420.000.5310	3,110.71
PERFECTION PLUS, INC	316033	07/10/2025	cleaning services 7.2025	205.4430.000.5310	3,110.71
BRIDGET RUSSELL	6/1/2025	07/10/2025	WSI Certification Class (6 Parti...	205.4420.000.5310	850.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PERA	6/24/2025	07/10/2025	PERA Omitted Deductions: Sla...	205.4420.000.5060	561.28
PERA	6/24/2025	07/10/2025	PERA Omitted Deductions: Ro...	205.4430.000.5060	433.67
PERA	6/24/2025	07/10/2025	PERA Omitted Deductions: St...	205.4430.000.5060	155.89
PERA	6/24/2025	07/10/2025	PERA Omitted Deductions: Ol...	205.4430.000.5060	854.73
PERA	6/24/2025	07/10/2025	PERA Omitted Deductions: Elli...	205.4430.000.5060	473.32
B & B SHEETMETAL AND ROOF..	63001	07/10/2025	roof leak repairs	205.4420.000.5400	357.53
B & B SHEETMETAL AND ROOF..	63001	07/10/2025	roof leak repairs	205.4430.000.5400	238.36
PLUNKETT'S PEST CONTROL	9233556	07/10/2025	Pest control services 7.2025 - ...	205.4420.000.5310	576.63
PLUNKETT'S PEST CONTROL	9233556	07/10/2025	Pest control services 7.2025 - ...	205.4430.000.5310	384.42
PLUNKETT'S PEST CONTROL	9233556	07/10/2025	Pest control services 7.2025 - ...	205.4440.000.5310	720.78
PLUNKETT'S PEST CONTROL	9233556	07/10/2025	Pest control services 7.2025 - ...	205.4450.481.5310	240.26
GRAINGER	9553017717	07/10/2025	grease for Grove AHU's	205.4420.000.5400	54.40
GRAINGER	9553017717	07/10/2025	grease for Grove AHU's	205.4430.000.5400	36.26
GRAINGER	9553676017	07/10/2025	Plastic weir for pools	205.4420.000.5125	30.16
GRAINGER	9558816808	07/10/2025	v-belts	205.4420.000.5125	18.80
GRAINGER	9558816816	07/10/2025	Cable ties	205.4420.000.5125	26.40
GRAINGER	9559235081	07/10/2025	ceiling tiles	205.4420.000.5190	83.05
GRAINGER	9559235081	07/10/2025	ceiling tiles	205.4430.000.5190	55.36
MN DEPT OF REVENUE	June 2025	07/14/2025	Taxes	205.0000.000.2205	10,952.18
BRUCE NELSON PLUMBING A...	10447	07/17/2025	repairs to toilet	205.4420.000.5400	282.85
BRUCE NELSON PLUMBING A...	10447	07/17/2025	repairs to toilet	205.4430.000.5400	188.56
FIRST IMPRESSION GROUP	170557	07/17/2025	music in the park yard signs x5	205.4410.472.5333	72.00
LVC COMPANIES, INC.	173447	07/17/2025	AHU1 duct connection to fire a...	205.4420.000.5400	210.18
LVC COMPANIES, INC.	173447	07/17/2025	AHU1 duct connection to fire a...	205.4430.000.5400	140.12
ULINE	194989234	07/17/2025	single bottle eyewash stations	205.4420.000.5160	81.25
ULINE	194989234	07/17/2025	single bottle eyewash stations	205.4430.000.5160	54.16
ULINE	194989234	07/17/2025	single bottle eyewash stations	205.4440.000.5160	101.55
ULINE	194989234	07/17/2025	single bottle eyewash stations	205.4450.481.5160	33.85
DANIEL BAUER - TRUE MECH...	2163	07/17/2025	boiler checks 7.7.25	205.4420.000.5310	405.00
DANIEL BAUER - TRUE MECH...	2180	07/17/2025	east rink Locker room MUA	205.4440.000.5400	779.45
DANIEL BAUER - TRUE MECH...	2180	07/17/2025	east rink Locker room MUA	205.4450.481.5400	259.81
TAHO SPORTSWEAR	25TS02109	07/17/2025	Uniforms for Aquatics Staff	205.4420.000.5175	705.45
TAHO SPORTSWEAR	25TS02109	07/17/2025	Uniforms for Aquatics Staff	205.4420.000.5175	705.45
TAHO SPORTSWEAR	25TS02543	07/17/2025	Summer all staff t-shirts	205.4410.470.5175	157.40
TAHO SPORTSWEAR	25TS02626	07/17/2025	T-Shirts for kids rock participa...	205.4450.483.5190	1,079.50
TAHO SPORTSWEAR	25TS02891	07/17/2025	Additional Kids Rock t-shirts	205.4450.483.5190	112.50
DAKOTA AWARDS & ENGRAV...	29587	07/17/2025	Name plate and name tag for ...	205.4420.000.5190	27.00
PUSH PEDAL PULL	406024	07/17/2025	weight pin replacement (brok...	205.4430.000.5405	111.97
MEDICINE LAKE TOURS	7/7/2025	07/17/2025	TIS trip payment	205.4450.480.5343	1,020.00
GRAINGER	9564495498	07/17/2025	safety glasses	205.4420.000.5125	8.68
GRAINGER	9564495498	07/17/2025	safety glasses	205.4430.000.5125	5.78
GRAINGER	9564495498	07/17/2025	safety glasses	205.4440.000.5125	10.84
GRAINGER	9564495498	07/17/2025	safety glasses	205.4450.481.5125	3.62
ONSITE PARTNERS PROJECTCO..	INV-0892	07/17/2025	6.2025 solar panel fee	205.4420.000.5355	3,299.00
ONSITE PARTNERS PROJECTCO..	INV-0892	07/17/2025	6.2025 solar panel fee	205.4430.000.5355	2,199.34
ONSITE PARTNERS PROJECTCO..	INV-0892	07/17/2025	6.2025 solar panel fee	205.4440.000.5355	4,231.10
ONSITE PARTNERS PROJECTCO..	INV-0892	07/17/2025	6.2025 solar panel fee	205.4450.481.5355	1,410.36
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					43,283.68
Fund: 206 - COMMUNITY CENTER-CAPITAL FUND					
PUSH PEDAL PULL	405367	07/17/2025	Fitness equipment/machines -...	206.4430.000.5615	37,396.00
Fund 206 - COMMUNITY CENTER-CAPITAL FUND Total:					37,396.00
Fund: 270 - HOST COMMUNITY FUND					
SHORT ELLIOTT HENDRICKSON...	490646	07/17/2025	Donnelly Ave boat ramp study	270.4200.000.5310	268.94
Fund 270 - HOST COMMUNITY FUND Total:					268.94
Fund: 290 - EDA-OPERATING FUND					
ST. PAUL PIONEER PRESS	0625572521	07/17/2025	Ord 1501 - Rezone Excess Golf...	290.5800.000.5330	519.75
EHLERS AND ASSOCIATES, INC.	101607	07/17/2025	TIF Services for Dickman Ave ...	290.5800.000.5310	1,052.50
KENNEDY & GRAVEN	188469	07/17/2025	EDA Matters through 5.2025	290.5800.000.5305	352.00
KENNEDY & GRAVEN	188470	07/17/2025	EDA: Sale of Dickman Trl Prop...	290.5800.000.5305	791.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KENNEDY & GRAVEN	188470	07/17/2025	Sale of Excess Golf Course Pro...	290.5800.000.5305	1,960.00
KENNEDY & GRAVEN	188470	07/17/2025	2645 Boudreau Ct Property A...	290.5800.000.5305	66.25
Fund 290 - EDA-OPERATING FUND Total:					4,742.00
Fund: 365 - G.O. IMPR BONDS 2015A					
EHLERS AND ASSOCIATES, INC.	101987	07/17/2025	2025 Disclosure Fees-2015A	365.6000.000.5720	582.50
EHLERS AND ASSOCIATES, INC.	2025	07/17/2025	Paying Agent Fee 2015A Bonds	365.6000.000.5720	475.00
Fund 365 - G.O. IMPR BONDS 2015A Total:					1,057.50
Fund: 367 - G.O. CAPITAL IMPR REF BONDS, 2016A					
EHLERS AND ASSOCIATES, INC.	101987	07/17/2025	2025 Disclosure Fees-2016A	367.6000.000.5720	582.50
EHLERS AND ASSOCIATES, INC.	2025	07/17/2025	Paying Agent Fee 2016A Bonds	367.6000.000.5720	475.00
Fund 367 - G.O. CAPITAL IMPR REF BONDS, 2016A Total:					1,057.50
Fund: 369 - G.O. IMPR BONDS 2017B					
EHLERS AND ASSOCIATES, INC.	101987	07/17/2025	2025 Disclosure Fees-2017B	369.6000.000.5720	582.50
EHLERS AND ASSOCIATES, INC.	2025	07/17/2025	Paying Agent Fee 2017B Bonds	369.6000.000.5720	475.00
Fund 369 - G.O. IMPR BONDS 2017B Total:					1,057.50
Fund: 392 - G.O. CAP IMPR BONDS 2018A-FIRE STATION					
EHLERS AND ASSOCIATES, INC.	101987	07/17/2025	2025 Disclosure Fees-2018A	392.6000.000.5720	582.50
EHLERS AND ASSOCIATES, INC.	2025	07/17/2025	Paying Agent Fee 2018A Bonds	392.6000.000.5720	475.00
Fund 392 - G.O. CAP IMPR BONDS 2018A-FIRE STATION Total:					1,057.50
Fund: 393 - G.O. CAP IMPR BONDS 2019A-FIRE STATION					
EHLERS AND ASSOCIATES, INC.	101987	07/17/2025	2025 Disclosure Fees-2019A	393.6000.000.5720	582.50
EHLERS AND ASSOCIATES, INC.	2025	07/17/2025	Paying Agent Fee 2019A Bonds	393.6000.000.5720	475.00
Fund 393 - G.O. CAP IMPR BONDS 2019A-FIRE STATION Total:					1,057.50
Fund: 401 - PARK CAPITAL IMPROVEMENT FUND					
DAKOTA UNLIMITED INC	165871	07/17/2025	Groveland Park ballfield fenci...	401.4210.000.5610	15,000.00
MAGIC TURF, INC.	17777	07/17/2025	Groveland ballfield reconstruc...	401.4210.000.5610	7,565.00
Fund 401 - PARK CAPITAL IMPROVEMENT FUND Total:					22,565.00
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
TRUFORM BUILDER, LTD.	1010	07/17/2025	balance on SV Park archery de...	402.4210.000.5610	3,547.00
FAST SIGNS	286-19225	07/17/2025	signs for new archery range	402.4210.000.5610	224.10
FAST SIGNS	286-19286	07/17/2025	archery range signage	402.4210.000.5610	224.10
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					3,995.20
Fund: 436 - 117TH STREET RECONSTRUCTION					
SRF CONSULTING GROUP, INC	16424.00-19	07/17/2025	117th Street Final Design	436.3210.000.5310	29,628.13
Fund 436 - 117TH STREET RECONSTRUCTION Total:					29,628.13
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
BITUMINOUS ROADWAYS, INC.	6/27/2025B	07/17/2025	Pay Request #2 - Proj 2509E	440.3210.000.5610	137,663.54
BITUMINOUS ROADWAYS, INC.	6/27/2025B	07/17/2025	Pay Request #2 - Proj 2509D	440.3210.000.5610	852,040.26
RCM SPECIALTIES, INC.	10150	07/10/2025	CRS2 Tack Oil for paving	440.3210.000.5150	1,117.08
PINE BEND PAVING, INC.	251294	07/10/2025	Blacktop for BAP	440.3210.000.5150	14,433.81
ST. PAUL PIONEER PRESS	0625572521	07/17/2025	Ad for Bid - 2023-08 Babcock ...	440.3210.000.5330	253.00
PINE BEND PAVING, INC.	251247	07/17/2025	Blacktop for BAP	440.3210.000.5150	28,227.10
PINE BEND PAVING, INC.	251383	07/17/2025	Asphalt for paving BAP	440.3210.000.5150	54,194.96
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					1,087,929.75
Fund: 453 - SE QUADRANT TIF DIST 4-1					
EHLERS AND ASSOCIATES, INC.	102070	07/17/2025	2024 TIF Reporting 6.6.2025	453.0000.000.5310	98.75
Fund 453 - SE QUADRANT TIF DIST 4-1 Total:					98.75
Fund: 510 - WATER-OPERATING FUND					
JB CONTROLS, INC.	4076	07/10/2025	Hoist Inspection	510.7100.000.5310	755.84
CINTAS CORPORATION	4236156865	07/10/2025	Rugs at WTP	510.7100.000.5430	232.08
GOPHER STATE ONE-CALL	5060491	07/10/2025	Locate Tickets	510.7100.000.5310	749.25
LONE OAK COMPANIES	97203	07/10/2025	UB Reminder Letters (50%) 6....	510.7100.000.5310	141.61
LONE OAK COMPANIES	97248	07/10/2025	6.2025 UB Billing (50%)	510.7100.000.5310	411.35
LONE OAK COMPANIES	97248	07/10/2025	UB Insert-2024 Drinking Water..	510.7100.000.5310	44.53
SAFE-FAST, INC.	INV310638	07/10/2025	Safety Vest	510.7100.000.5175	84.00
CORE & MAIN LP	X289672	07/10/2025	Valve Keys	510.7100.000.5150	995.28
MN DEPT OF REVENUE	June 2025	07/14/2025	Taxes	510.0000.000.2205	8,456.85

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VEIT & COMPANY, INC.	7/2/2025	07/17/2025	Permit #2501-Less Sales Tax	510.0000.000.2205	-29.20
VEIT & COMPANY, INC.	7/2/2025	07/17/2025	Permit #2501-Original Deposit	510.0000.000.2350	1,500.00
VEIT & COMPANY, INC.	7/2/2025	07/17/2025	Permit #2501-Less Water Usa...	510.7100.000.4720	-338.60
USABLUEBOOK	INV00764657	07/17/2025	WTP Testing Supplies	510.7100.000.5125	131.17
JASPER HOLDCO LLC	INV25J313909	07/17/2025	water meter for large pipes	510.7100.000.5158	6,173.00
CORE & MAIN LP	X312042	07/17/2025	Water Meter Radios	510.7100.000.5158	6,561.40
CORE & MAIN LP	X314780	07/17/2025	Water Meter	510.7100.000.5158	2,210.00
CORE & MAIN LP	X322588	07/17/2025	Water meters	510.7100.000.5158	2,017.84
Fund 510 - WATER-OPERATING FUND Total:					30,096.40
Fund: 511 - WATER-CAPITAL FUND					
AUTOMATIC SYSTEMS CO.	43515	07/10/2025	Replace PLC well #4	511.7110.000.5420	14,933.00
ELECTRIC PUMP INC	032516	07/17/2025	Sludge Pump at WTP	511.7110.000.5420	12,056.00
Fund 511 - WATER-CAPITAL FUND Total:					26,989.00
Fund: 520 - SEWER-OPERATING FUND					
LONE OAK COMPANIES	97203	07/10/2025	UB Reminder Letters (50%) 6...	520.7200.000.5310	141.62
LONE OAK COMPANIES	97248	07/10/2025	6.2025 UB Billing (50%)	520.7200.000.5310	411.36
SAFE-FAST, INC.	INV310637	07/10/2025	Calibration Services - Multi Ga...	520.7200.000.5310	198.00
METROPOLITAN COUNCIL	0001190650	07/17/2025	MCES Sewer Charges 8.2025	520.7200.000.5373	202,840.87
GRAINGER	9562519661	07/17/2025	Electric Hour Meter for Lift Sta...	520.7200.000.5125	136.78
GRAINGER	9562519679	07/17/2025	S-Hook for Lift Station	520.7200.000.5125	2.73
Fund 520 - SEWER-OPERATING FUND Total:					203,731.36
Fund: 521 - SEWER-CAPITAL FUND					
AUTOMATIC SYSTEMS CO.	43518	07/10/2025	New PLC Pine Bend Lift Station	521.7210.000.5420	18,706.00
EHLERS AND ASSOCIATES, INC.	101987	07/17/2025	2025 Disclosure Fees-2015B	521.7210.000.5720	582.50
EHLERS AND ASSOCIATES, INC.	101987	07/17/2025	2025 Disclosure Fees-2021A	521.7210.000.5720	582.50
EHLERS AND ASSOCIATES, INC.	101987	07/17/2025	2025 Disclosure Fees-2017A	521.7210.000.5720	582.50
EHLERS AND ASSOCIATES, INC.	2025	07/17/2025	Paying Agent Fee 2021A Bonds	521.7210.000.5720	475.00
EHLERS AND ASSOCIATES, INC.	2025	07/17/2025	Paying Agent Fee 2015B Bonds	521.7210.000.5720	475.00
EHLERS AND ASSOCIATES, INC.	2025	07/17/2025	Paying Agent Fee 2017A Bonds	521.7210.000.5720	475.00
METROPOLITAN COUNCIL	7/1/2025	07/17/2025	SAC Fees 6.2025	521.0000.000.2207	154,070.00
Fund 521 - SEWER-CAPITAL FUND Total:					175,948.50
Fund: 530 - STORMWATER-OPERATING FUND					
M & J SERVICES, LLC	3095	07/10/2025	Repair Storm Sewers	530.7300.000.5420	6,825.00
Fund 530 - STORMWATER-OPERATING FUND Total:					6,825.00
Fund: 550 - GOLF COURSE-OPERATING FUND					
HERITAGE LANDSCAPE SUPPLY...0021803650-001		07/10/2025	course chemicals	550.7700.000.5135	258.96
HERITAGE LANDSCAPE SUPPLY...0021803650-002		07/10/2025	course chemicals	550.7700.000.5135	283.22
PLUNKETT'S PEST CONTROL	10009568	07/10/2025	pest control svcs	550.7600.000.5310	83.88
COLLEGE CITY BEVERAGE	1159937	07/10/2025	beer for resale	550.7600.000.5199	342.00
BREAKTHRU BEVERAGE MINN...	122201228	07/10/2025	beer for resale	550.7600.000.5199	212.00
BREAKTHRU BEVERAGE MINN...	122284296	07/10/2025	beer for resale	550.7600.000.5199	104.00
BREAKTHRU BEVERAGE MINN...	122284598	07/10/2025	beer for resale	550.7600.000.5199	328.10
UNIFIRST CORPORATION	1410154905	07/10/2025	GC uniforms	550.7700.000.5175	37.70
UNIFIRST CORPORATION	1410154914	07/10/2025	lobby mats & towels	550.7600.000.5430	68.79
MTI DISTRIBUTING CO	1479991-01	07/10/2025	Motor for equipment repairs	550.7700.000.5405	795.06
MTI DISTRIBUTING CO	1481388-00	07/10/2025	Motor & parts for equipment ...	550.7700.000.5405	1,109.98
BERGERSON-CASWELL INC	34100	07/10/2025	pump house blow out 2024	550.7700.000.5310	3,520.00
ARTISAN BEER COMPANY	3760225	07/10/2025	beer for resale	550.7600.000.5199	364.65
PHILLIPS WINE & SPIRITS	5005099	07/10/2025	alcohol for resale	550.7600.000.5199	573.08
DENNY'S 5TH AVENUE BAKERY	50760	07/10/2025	breads for resale	550.7600.000.5197	122.06
DENNY'S 5TH AVENUE BAKERY	50761	07/10/2025	breads for resale	550.7600.000.5197	139.38
DENNY'S 5TH AVENUE BAKERY	50992	07/10/2025	breads for resale	550.7600.000.5197	151.13
DENNY'S 5TH AVENUE BAKERY	51092	07/10/2025	breads for resale	550.7600.000.5197	122.06
CINTAS CORPORATION	5278814203	07/10/2025	first aid supplies	550.7600.000.5190	53.69
ARAMARK REFRESHMENT SER...	606067958	07/10/2025	coffee for resale	550.7600.000.5197	264.15
PERFORMANCE FOOD GROUP ...	76710149	07/10/2025	club house supplies	550.7600.000.5125	128.96
PERFORMANCE FOOD GROUP ...	76710149	07/10/2025	food supplies & food for resale	550.7600.000.5197	750.69
PERFORMANCE FOOD GROUP ...	76710149	07/10/2025	Plastic cups	550.7600.000.5197	110.04
PERFORMANCE FOOD GROUP ...	76789614	07/10/2025	paper towels	550.7600.000.5125	64.48

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PERFORMANCE FOOD GROUP ...	76789614	07/10/2025	foods & supplies for resale	550.7600.000.5197	671.61
SHAMROCK GROUP	80-00750	07/10/2025	ice for bev resale	550.7600.000.5197	296.98
SHAMROCK GROUP	80-00790	07/10/2025	ice for bev resale	550.7600.000.5197	234.71
TITLEIST	920955345	07/10/2025	golf balls for resale	550.7600.000.5195	207.27
CINTAS CORPORATION	9327362751	07/10/2025	AED Agreement - Golf Course ...	550.7600.000.5310	216.25
MANSFIELD SERVICE PARTNE...	IN-00224463	07/10/2025	golf cart fuel	550.7600.000.5130	1,216.60
MN DEPT OF REVENUE	June 2025	07/14/2025	Taxes	550.0000.000.2205	33,209.97
HERITAGE LANDSCAPE SUPPLY...	0021942306-001	07/17/2025	course chemicals	550.7700.000.5135	617.38
TRUFORM BUILDER, LTD.	1007	07/17/2025	GC storm shelter repairs	550.7600.000.5400	12,382.00
COLLEGE CITY BEVERAGE	1162212	07/17/2025	beer for resale	550.7600.000.5199	493.90
BREAKTHRU BEVERAGE MINN...	122391459	07/17/2025	beer for resale	550.7600.000.5199	546.90
UNIFIRST CORPORATION	1410156504	07/17/2025	GC uniforms	550.7700.000.5175	39.08
M. AMUNDSON LLP	406461	07/17/2025	snacks for resale	550.7600.000.5197	447.85
COCA COLA BOTTLING COMP...	47841297025	07/17/2025	pop & water for resale	550.7600.000.5197	1,817.19
COCA COLA BOTTLING COMP...	47841297027	07/17/2025	CO2 tank returns	550.7600.000.5197	-130.00
DENNY'S 5TH AVENUE BAKERY	51372	07/17/2025	breads for resale	550.7600.000.5197	122.06
HEGGIES PIZZA	539112	07/17/2025	food for resale	550.7600.000.5197	146.15
PHILLIPS WINE & SPIRITS	6989134	07/17/2025	alcohol for resale	550.7600.000.5199	1,293.95
SOUTH BAY DESIGN	7/3/2025	07/17/2025	2025 2nd Qtr Hosting Charges	550.7600.000.5310	255.00
TITLEIST	920987862	07/17/2025	golf balls for resale	550.7600.000.5195	917.79
TITLEIST	921009525	07/17/2025	golf balls for resale	550.7600.000.5195	3,644.73
MANSFIELD OIL COMPANY	IN-00224463	07/17/2025	golf cart fuel	550.7600.000.5130	1,216.60
Fund 550 - GOLF COURSE-OPERATING FUND Total:					69,852.03

Fund: 602 - RISK MANAGEMENT

LEAGUE OF MN CITIES INS TR...	24761	07/10/2025	W/C Deductible #517835	602.8200.000.5474	149.29
Fund 602 - RISK MANAGEMENT Total:					149.29

Fund: 603 - CENTRAL EQUIPMENT

UNIFIRST CORPORATION	1410152886	07/10/2025	Uniforms Mechanics	603.8300.000.5175	40.81
UNIFIRST CORPORATION	1410152886	07/10/2025	Shop Rentals	603.8300.000.5430	138.00
DAKOTA UNLIMITED INC	165507	07/10/2025	Rebuilt Security Gate	603.8300.000.5400	11,680.00
PERFECTION PLUS, INC	316033	07/10/2025	cleaning services 7.2025	603.8300.000.5310	521.62
OXYGEN SERVICE COMPANY, ...	3622437	07/10/2025	Welding gas	603.8300.000.5150	184.63
CINTAS CORPORATION	4234770185	07/10/2025	Rug Rental	603.8300.000.5430	437.73
CINTAS CORPORATION	9327356165	07/10/2025	AED fee	603.8300.000.5310	130.50
INNOVATIVE OFFICE SOLUTIO...	IN4861989	07/10/2025	laminating materials	603.8300.000.5105	100.55
INNOVATIVE OFFICE SOLUTIO...	IN4868129	07/10/2025	Stapler, Post-its, cleaning wip...	603.8300.000.5105	183.89
MACQUEEN EMERGENCY GR...	P12785	07/10/2025	Fire truck bulk hardware	603.8300.000.5410	29.14
MACQUEEN EMERGENCY GR...	P12786	07/10/2025	Fire truck brake pad & hardwa...	603.8300.000.5410	715.99
MACQUEEN EQUIPMENT INC	P12799	07/10/2025	Fire truck brake hose & assem...	603.8300.000.5410	95.07
NUSS TRUCK AND EQUIPMENT	PSO216778-1	07/10/2025	Dump truck V-belts, belt tensi...	603.8300.000.5410	617.44
MN DEPT OF REVENUE	7/14/2025	07/14/2025	Fuel Tax 6.2025	603.8300.000.5130	221.65
OXYGEN SERVICE COMPANY, ...	0008849512	07/17/2025	Compressed oxygen	603.8300.000.5150	59.31
NORTH AMERICAN TRAILER S...	030004243724	07/17/2025	Trailer dust cap kit	603.8300.000.5405	9.04
NORTH AMERICAN TRAILER S...	030004244401	07/17/2025	Trailer brake job	603.8300.000.5405	271.42
NORTH AMERICAN TRAILER S...	030004244852	07/17/2025	Credit for returned parts	603.8300.000.5405	-259.97
NORTH AMERICAN TRAILER S...	030004245515	07/17/2025	Trailer brake job	603.8300.000.5405	137.04
NORTH AMERICAN TRAILER S...	030004245702	07/17/2025	Credit for brake part return	603.8300.000.5405	-68.52
NORTH AMERICAN TRAILER S...	030004247095	07/17/2025	Fire truck tubing	603.8300.000.5410	93.96
NORTH AMERICAN TRAILER S...	030004247629	07/17/2025	Dump truck batteries	603.8300.000.5410	494.10
FACTORY MOTOR PARTS COM...	1-10899797	07/17/2025	Stock filters	603.8300.000.5410	57.56
SOLAR SHIELD, INC.	13705	07/17/2025	New Tint on K-9 Squad Car	603.8300.000.5410	630.00
UNIFIRST CORPORATION	1410154894	07/17/2025	Uniforms-Mechanics	603.8300.000.5175	40.11
UNIFIRST CORPORATION	1410154894	07/17/2025	Shop Rentals	603.8300.000.5430	138.00
UNIFIRST CORPORATION	1410156490	07/17/2025	Uniforms-Mechanics	603.8300.000.5175	40.81
UNIFIRST CORPORATION	1410156490	07/17/2025	Shop Rentals	603.8300.000.5430	148.00
MTI DISTRIBUTING CO	1483527-00	07/17/2025	Mower (#530) blades	603.8300.000.5405	871.54
MTI DISTRIBUTING CO	1483600-00	07/17/2025	Ball drag prongs	603.8300.000.5405	221.94
HANCO CORPORATION	242245-00	07/17/2025	Mower wheels	603.8300.000.5405	285.09
SWEEPER SERVICES	25068	07/17/2025	Sweeper conveyor belt rollers...	603.8300.000.5405	4,776.01
DIAMOND MOWERS INC	287580	07/17/2025	Flail mower new cutting blades	603.8300.000.5405	618.72

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ASCENTEK, INC.	3835395	07/17/2025	Used oil recycling	603.8300.000.5389	50.00
CINTAS CORPORATION	4236156997	07/17/2025	Rental Rugs	603.8300.000.5430	437.73
DELEGARD TOOLS	485343/1	07/17/2025	Gas caddy	603.8300.000.5160	455.10
MAUER CHEVROLET	5105315	07/17/2025	FD squad car taillight	603.8300.000.5410	518.97
CINTAS CORPORATION	5278814205	07/17/2025	First Aid Kit service 7.2.2025	603.8300.000.5310	185.41
INVER GROVE FORD	5358856	07/17/2025	Fire truck brake parts	603.8300.000.5410	870.33
INVER GROVE FORD	5358857	07/17/2025	Fire truck brake pads	603.8300.000.5410	-137.98
INVER GROVE FORD	5358865	07/17/2025	Caliper pins	603.8300.000.5410	78.66
INVER GROVE FORD	5358875	07/17/2025	Axle seals	603.8300.000.5410	78.72
INVER GROVE FORD	5358877	07/17/2025	Squad car axle shaft	603.8300.000.5410	104.65
INVER GROVE FORD	5358891	07/17/2025	Fire truck brake calipers	603.8300.000.5410	149.78
INVER GROVE FORD	5358894	07/17/2025	Credit for returned parts	603.8300.000.5410	-50.00
INVER GROVE FORD	5358895	07/17/2025	Credit for returned parts	603.8300.000.5410	-100.00
INVER GROVE FORD	5358938	07/17/2025	Squad car brake rotor & lining...	603.8300.000.5410	387.55
INVER GROVE FORD	5358963	07/17/2025	Squad Car TPMS Sensor	603.8300.000.5410	211.56
INVER GROVE FORD	6446153	07/17/2025	Replace F550 manifolds w/br...	603.8300.000.5410	6,255.98
FACTORY MOTOR PARTS COM...	74-359758	07/17/2025	Stock filters	603.8300.000.5410	128.58
TOWMASTER TRAILERS INC	90000301	07/17/2025	Equipment for new truck (#32...	603.8300.000.5620	157,497.00
GRAINGER	9560106107	07/17/2025	Tack trailer fuel filter	603.8300.000.5405	12.43
POMP'S TIRE SERVICE, INC.	980135846	07/17/2025	F450 (#344) rear tire repairs	603.8300.000.5410	403.44
TRI-STATE BOBCAT INC.	P40931	07/17/2025	Toolcat Hyd belt and tensioner	603.8300.000.5405	405.16
TRI-STATE BOBCAT INC.	P41138	07/17/2025	Toolcat Drive Belt & Tensioner	603.8300.000.5405	301.82
TRI-STATE BOBCAT INC.	P41139	07/17/2025	Skid steer drive belt, tensioner...	603.8300.000.5405	385.21
TRI-STATE BOBCAT INC.	P41192	07/17/2025	Toolcat ball joint & snap ring	603.8300.000.5405	91.59
TRI-STATE BOBCAT INC.	P41194	07/17/2025	Toolcat mower blades, tires &...	603.8300.000.5405	876.88
TRI-STATE BOBCAT INC.	P41409	07/17/2025	Toolcat mower cable	603.8300.000.5405	79.16
TRI-STATE BOBCAT INC.	P41410	07/17/2025	Toolcat mower caster	603.8300.000.5405	649.65
Fund 603 - CENTRAL EQUIPMENT Total:					193,988.56

Fund: 605 - CITY FACILITIES

CULLIGAN	157985030228X063025	07/10/2025	softener salt	605.8500.000.5125	85.55
DANIEL BAUER - TRUE MECH...	2156	07/10/2025	data closet heat pump replac...	605.8500.000.5605	6,225.00
PERFECTION PLUS, INC	316033	07/10/2025	cleaning services 7.2025	605.8500.000.5310	5,133.19
TOTAL CONSTRUCTION & EQU...	43191	07/10/2025	FS #2 repairs to exhaust fan &...	605.8500.000.5400	2,265.15
CINTAS CORPORATION	5278814204	07/10/2025	first aid supplies	605.8500.000.5190	104.11
CINTAS CORPORATION	5278814206	07/10/2025	first aid supplies 7.2.2025	605.8500.000.5190	157.74
B & B SHEETMETAL AND ROOF...	62997	07/10/2025	roof leak repairs	605.8500.000.5400	782.95
CINTAS CORPORATION	9327384864	07/10/2025	6.2025 AED agreement CH	605.8500.000.5310	270.00
HUEBSCH SERVICES	20420887	07/17/2025	lobby mats	605.8500.000.5430	188.15
DANIEL BAUER - TRUE MECH...	2179	07/17/2025	FS #2 HVAC repairs	605.8500.000.5400	2,574.76
DANIEL BAUER - TRUE MECH...	2181	07/17/2025	repairs to heat pump #25	605.8500.000.5400	275.00
GILBERT MECHANICAL CONTR...	262624	07/17/2025	moved thermostat to another...	605.8500.000.5400	578.00
TOTAL CONSTRUCTION & EQU...	43243	07/17/2025	Fire Station #1 MU air power ...	605.8500.000.5400	1,874.33
LAURENTINA DEJONG	6/30/2025	07/17/2025	Summer plantings	605.8500.000.5310	2,450.00
HILLYARD INC	605876792	07/17/2025	cleaning supplies & paper goo...	605.8500.000.5125	473.27
GRAINGER	9565666741	07/17/2025	markers & compressed air	605.8500.000.5125	66.61
ONSITE PARTNERS PROJECTCO...	INV-0892	07/17/2025	6.2025 solar panel fee	605.8500.000.5355	2,978.54
GIP III ZEPHYR ACQUISITION P...	INVRGRV-12507	07/17/2025	Solar garden fees 5.2025	605.8500.000.5357	36,127.94
GIP III ZEPHYR ACQUISITION P...	INVRGRV-22507	07/17/2025	Solar garden fees 5.2025	605.8500.000.5357	10,105.45
Fund 605 - CITY FACILITIES Total:					72,715.74

Fund: 606 - TECHNOLOGY FUND

CIVICPLUS	338927	07/10/2025	Qtrly Fee Hosting & Certificate...	606.8600.000.5395	4,849.44
CIVICPLUS	338927	07/10/2025	Additional Subscribers & Virtu...	606.8600.000.5395	248.06
Fund 606 - TECHNOLOGY FUND Total:					5,097.50

Fund: 702 - ESCROW FUND

BOLTON & MENK, INC.	365758	07/10/2025	Stuart Development Oversight	702.3100.334.2050	15,177.00
ST. PAUL PIONEER PRESS	0625572521	07/17/2025	Ord 1500 - Rezone Peltier Out...	702.5100.255.2050	67.10
ST. PAUL PIONEER PRESS	0625572521	07/17/2025	Ord 1499 Sum Pub - Bishop Ht...	702.5100.256.2050	40.15
KENNEDY & GRAVEN	188470	07/17/2025	7332 Agate Trail Encroachmen...	702.3100.272.2050	64.00
KENNEDY & GRAVEN	188470	07/17/2025	National Land Holdings	702.5100.215.2050	742.00

Expense Approval Report**Payment Dates: 7/9/2025 - 7/22/2025**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KENNEDY & GRAVEN	188470	07/17/2025	InSite Development	702.5100.229.2050	185.50
KENNEDY & GRAVEN	188470	07/17/2025	Yellowtree Pre&Final PUD Am...	702.5100.230.2050	3,074.00
KENNEDY & GRAVEN	188470	07/17/2025	Peltier Reserve 3rd Addition	702.5100.255.2050	1,351.50
BARR ENGINEERING COMPANY	23190218.00-332	07/17/2025	PBL Environmental Tech. Ass. ...	702.5100.015.2050	11,925.50
Fund 702 - ESCROW FUND Total:					32,626.75
Grand Total:					2,906,547.82



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: July 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Cora Bauer, HR Coordinator, 651.450.2490

ACTION REQUESTED

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

BACKGROUND

The attached listing of hires, promotions, resignations and/or retirements is presented for Council approval. Data contained in the attachment is not public information until after 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 7.28.25 (hires-terms)



Request for Council Action

SUBJECT: **Approval of Exempt Gambling Permit for Inver Grove Heights Hockey Association**

MEETING DATE: July 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to approve the application for an Exempt Gambling Permit for the Inver Grove Heights Hockey Association to hold a raffle on Sunday, January 4, 2026, at the Veteran's Memorial Community Center.

BACKGROUND

The Inver Grove Heights Hockey Association, a non-profit group, is raising funds for their operating expenses so that the association does not need to increase registration costs for participants. Proceeds from this fundraiser will benefit the overall membership of the IGH Hockey Association.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the application for an Exempt Gambling Permit for the IGH Hockey Association.

ATTACHMENTS

1. LG220 Exempt Permit - IGH Hockey Assoc 1-4-2026 Raffle

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Inver Grove Hts Hockey Assoc Previous Gambling Permit Number: X- 00704-24-0B
 Minnesota Tax ID Number, if any: 41-1502801 Federal Employer ID Number (FEIN), if any: _____
 Mailing Address: PO Box 2592
 City: Inver Grove State: MN Zip: 55076 County: Dakota
 Name of Chief Executive Officer (CEO): Joshua Selden
 CEO Daytime Phone: 651-249-4640 CEO Email: _____
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): Fundraising@IGHockey.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

- ☐ **A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Veterans Memorial Community Center

Physical Address (do not use P.O. box): 8055 Barbara Ave. IGH, MN 55076

Check one:

☒ City: Inver Grove Hts Zip: 55076 County: Dakota
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): Sunday, January 4th

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

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

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). ☐ The application is denied.	☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. ☐ The application is denied.
Print City Name: _____ Signature of City Personnel: _____ Title: _____ Date: _____	Print County Name: _____ Signature of County Personnel: _____ Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: 7/14/2025
 (Signature must be CEO's signature; designee may not sign)

Print Name: Josh Setden

REQUIREMENTS
Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS
Mail application with:

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

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

Questions?

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

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

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

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



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248574146
Feb. 24, 2011 LTR 4168C E0
41-1502801 000000 00

00026490
BODC: TE

INVER GROVE HEIGHTS HOCKEY
ASSOCIATION
4020 75TH ST E
INVER GROVE MN 55076-4364



032667

Employer Identification Number: 41-1502801
Person to Contact: MRS. CRUZ
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Feb. 14, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in NOVEMBER 1985.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

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

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



Request for Council Action

SUBJECT: **Memorandum of Understanding between Inver Hills Community College and the Inver Grove Heights Police Department**

MEETING DATE: July 28, 2025
ITEM TYPE: Consent Agenda
CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to approve the attached Memorandum of Understanding (MOU) between Inver Hills Community College and the Inver Grove Heights Police Department.

BACKGROUND

The City and Inver Hills Community College have a long history of cooperation regarding our shared mutual interests in a strong, safe, and vibrant community.

Minnesota Statute 135A.15 requires post-secondary institutions to have a written policy addressing campus sexual misconduct. Subdivision 4 of the Statute also requires post-secondary institutions and local law enforcement agencies to enter into a Memorandum of Understanding that delineates responsibilities and requires certain information sharing, in accordance with applicable state and federal privacy laws.

Subd. 4. Coordination with local law enforcement.

(a) A post-secondary institution must enter into a memorandum of understanding with the primary local law enforcement agencies that serve its campus. The memorandum must be entered into no later than January 1, 2017, and updated every two years thereafter. This memorandum shall clearly delineate responsibilities and require information sharing, in accordance with applicable state and federal privacy laws, about certain crimes including, but not limited to, sexual assault. This memorandum of understanding shall provide:

- (1) delineation and sharing protocols of investigative responsibilities;*
- (2) protocols for investigations, including standards for notification and communication and measures to promote evidence preservation; and*
- (3) a method of sharing information about specific crimes, when directed by the victim, and a method of sharing crime details anonymously in order to better protect overall campus safety.*

The attached Memorandum of Understanding has been developed to meet this statutory requirement. It was last approved in 2023 and requires review and renewal every two years.

FISCAL IMPACT

There is no fiscal impact as a result of this MOU.

RECOMMENDATION

Staff recommends approval of the attached Memorandum of Understanding between the City of Inver Grover Heights and Inver Hills Community College to share information in compliance with applicable state and federal laws.

ATTACHMENTS

1. MOU with Inver Hills Community College (July 2025)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective, July 28, 2025, by and between the State of Minnesota by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Inver Hills Community College (“College”) and the City of Inver Grove Heights (“City”). The City and the College may, from time to time herein, be collectively referred to as “the Parties.”

WHEREAS, the City and the College have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant community;

WHEREAS, the City has a department, the Inver Grove Heights Police Department (PD), that is the principal law enforcement agency in the City of Inver Grove Heights, Minnesota, that exercises such authority and jurisdiction granted by the laws of the State of Minnesota; and

WHEREAS, the Minnesota Legislature passed legislation, Minn. Stat. § 135A.15, addressing campus sexual assault that, among other things, requires postsecondary institutions and local law enforcement agencies to enter into a memorandum of understanding that delineates responsibilities and requires certain information sharing, in accordance with applicable state and federal privacy laws, about certain crimes.

WHEREAS, the recently passed legislation also requires that local law enforcement agencies cooperate with postsecondary institutions by entering into and honoring the memoranda of understanding required by Minn. Stat. §626.891 and Minn. Stat. § 135A.15, subd. 4..

WHEREAS, the College has an administrator that serves as the Title IX Coordinator and is responsible for investigating complaints of discrimination and sexual harassment, which includes sexual assault, domestic violence, dating violence and stalking;

WHEREAS, the City and the College agree that crime occurring on campus and in certain areas off campus is a serious problem that warrants the parties’ continued cooperation, collaboration, and communication, to the extent allowable under law, and further agree to assist crime victims and ensure appropriate prosecution of responsible persons when a crime affecting a College student or employee occurs in the City;

WHEREAS, in recognition of the College’s obligations under federal law and acknowledgment that the City may, but is not legally required to, provide information to the College, the purpose of this MOU is to acknowledge shared interests between the City and the College and to promote and maintain a continued, harmonious working relationship and cooperative effort between the parties. It is not intended to make one entity responsible or liable for the actions or omissions of any personnel from the other entity, and any such liability or responsibility is expressly denied by the parties; and

WHEREAS, the parties desire to further clarify how the parties may cooperate in the future in certain circumstances as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Sexual Assault and other forms of Sexual Violence. As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding incidents of sexual violence involving a College student-victim or student-suspect. For purposes of this MOU sexual violence means a continuum of conduct that includes sexual assault, sexual battery, dating and relationship violence, stalking, as well as aiding acts of sexual violence. Nothing in this MOU shall be construed as requiring PD to share information with the College if PD reasonably believes that doing so would jeopardize its criminal investigation.

a. The College and PD will communicate regularly during their respective investigations, to the extent permitted by law. The parties recognize the need to balance the interests of the criminal process and the College's obligations under state and federal law.

b. If necessary to prevent interference with its criminal investigation, PD will provide the College a report of sexual violence involving a College student-victim. PD will provide College with the victim's name and basic information about the incident upon the written consent of the victim(s). In some cases, the College may need to take immediate interim action to protect the victim(s) and keep the campus safe. However, upon PD's request, College will delay taking action to the extent reasonably possible to prevent interference with the criminal investigation. Upon such notice by PD, the College will limit information regarding the incident to only those administrative units with a need to know to protect the campus community. In such cases, PD will notify College when it has completed its initial investigation and notification to the parties by College will not interfere with the criminal investigation.

c. When College receives a report of sexual violence, it will inform the victim of its coordination with PD and will make the victim aware of the victim's right to make a criminal report, if the victim desires. If the victim requests, the College will coordinate and assist the victim in contacting PD.

d. The College will provide PD with Board Policy 1B.1, 1B.3, 1B.3.1, Sexual Violence Complaint Form and <https://www.inverhills.edu/help-center/sexual-violence-harassment/> regarding the College's administrative complaint process, protective measures, campus resources, and information provided to victims regarding preservation of evidence. PD agrees that its investigators will strive to provide this information to student-victims interviewed in cases involving sexual violence.

e. Upon request, the parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy.

2. Domestic Violence and Stalking. The College agrees to provide PD information (e.g., office name and contact information) about campus resources for victims of domestic violence and/or stalking. PD agrees that its investigators will strive to provide this information to student-victims as appropriate.

3. Collection of Crime Statistics. The College is required by federal law to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the College must request crime statistics from PD annually. PD agrees to cooperate with the College and undertake reasonable efforts to respond to the College's request for crime statistics.

4. Emergency Notification and Crime Alerts.

a. The parties acknowledge that the College is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The College is also required by federal law to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.

b. If PD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the College's students, faculty or staff, PD may notify the College so that the College/University can determine whether an emergency notification or timely warning should be issued by the College.

5. Training. The parties agree to collaborate to provide education and training opportunities of interest to the parties. Specific education and training opportunities will be separately agreed to by the parties, and may include the following.

a. The parties agree to share information about education and training opportunities that may be of interest to the other party and to share information from training sessions of mutual interest.

b. The College agrees to provide training to PD personnel regarding the College's obligations under federal law, including Title IX, to respond to incidents of sexual violence involving members of the College community. This training may include information about College policies and procedures, the differences between the College's administrative process and the criminal process, College resources, and other information that would be of value to PD.

c. PD agrees to provide training to College employees, including those with responsibility for investigating and responding to matters of sexual violence and those providing support services to parties involved in matters of sexual violence on agreed upon topics such as preservation of evidence.

d. Upon mutual agreement by the representatives of the parties who are coordinating an education or training program, the parties may extend invitations to community partners to participate in the program.

6. Periodic Meetings. The parties agree to meet annually as agreed to by the parties at agreed upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, including:

- a. Critically evaluate and discuss the effectiveness of the cooperation of the parties pursuant to this MOU and identify areas for improvement.
- b. Review and confirm the accuracy of the information contained on materials (such as the information sheet and victim resource card) handed out pursuant to this MOU; and
- c. Discuss any other matters of importance to the parties.

7. Term. This MOU is effective on 5/15/2025 or upon the date the final required signature is obtained by College, whichever occurs later, and shall remain in effect until December 31, 2026. The parties shall endeavor to examine this MOU as the end date approaches to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances.

8. Termination. Either party to the MOU may terminate it upon 30 days' prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.

9. Modification. This MOU may be modified only in a writing signed by both parties.

10. Severability. If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

11. Assignment. Neither party may assign nor transfer any rights or obligations under this MOU without the prior written consent of the other party.

12. Liability. Each party is responsible for its own acts and behavior and the results thereof. College's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law. The City's liability is governed by Minnesota Statutes Chapter 466 and other applicable laws. By entering into this MOU, the City does not waive any statutory or common law immunities to which it may be entitled.

13. **No Third-Party Beneficiary.** This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.

14. **Government Data Practices Act.** The Parties must comply with the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13, as it applies to this MOU.

15. **Applicable Law.** This MOU shall be governed and interpreted in accordance with the laws of the State of Minnesota.

16. **Counterparts.** This MOU may be signed in tow or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereto have executed this Memorandum of Understanding.

THE CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich

Its: Mayor

Attest: _____

Rebecca Kiernan

Its: City Clerk

Dated: _____

INVER HILLS COMMUNITY COLLEGE

By: _____

Kari Rusch-Curl

Its: Vice President of Student Affairs

Dated: _____



Request for Council Action

SUBJECT: **Resolution Ordering Feasibility Study and Accepting Surveying Services Proposal for 2027 Pavement Management (PMI) Projects Areas**

MEETING DATE: July 28, 2025
ITEM TYPE: Consent Agenda
CONTACT: David Ray, Assistant City Engineer, 651.450.2541

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, ordering the feasibility study and accepting the surveying services proposal from Alliant Engineering, Inc. for the 2027 Pavement Management Initiative (City Project No. 2027-09D, 2027-09E, 2027-09F).

BACKGROUND

The project areas for the 2027 Pavement Management Initiative (2027 PMI) were identified through the City's Capital Improvement Plan (CIP) process, and were brought before the Council during a Capital Improvement Plan presentation at the July 21, 2025 City Council work session. The projects, as listed in the chart below, are also graphically represented in the attached exhibit.

The following locations are proposed to be included in the 2027 PMI feasibility studies:

Project No.	Project Area
2027-09D	Barbara Avenue Area (75th to 80th)
2027-09E	Boyd Ave and 75th St Area (70th to 80th)
2027-09F	Blaine Ave (College Trail to 80th)

The Engineering Division intends to complete the feasibility study internally and has solicited surveying services from consultants. A draft Scope of Services was issued to three consultants listed in the Land Surveying focus area of the City's Professional Engineering Consulting Services Pool.

All three consultants returned proposals for the work requested. Staff evaluated proposals based on cost and responsiveness, and are recommending a work order contract for surveying services be awarded to Alliant Engineering, Inc. (Alliant) for the amount of \$35,820. Alliant will conduct all the surveying for the 2027 PMI feasibility report and internally the City will determine the most feasible pavement rehabilitation methods, drainage and utility improvements, project costs, and funding.

FISCAL IMPACT

The proposed feasibility surveying costs are to be funded through the Pavement Management – Local Street Fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521),

Stormwater Capital Fund (Fund 531), and special assessments. The total cost of this effort, including contingencies, is \$40,000.

RECOMMENDATION

Staff recommends approval of the attached Resolutions, ordering the feasibility study and accepting the surveying services proposal from Alliant Engineering, Inc., for the 2027 Pavement Management Initiative.

ATTACHMENTS

1. Resolution - Ordering Feasibility Study & Approving Survey Contract for 2027 PMI
2. 2027 PMI Project Map
3. 2027 PMI Survey Work Order (Alliant)

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

RESOLUTION NO. _____

**RESOLUTION ORDERING FEASIBILITY STUDY AND ACCEPTING SURVEYING SERVICES
PROPOSAL FOR 2027 PAVEMENT MANAGEMENT INITIATIVE PROJECT AREAS**

WHEREAS, it is proposed to make improvements and to assess or tax the benefited properties for all or a portion of the cost of said improvement, pursuant to Minnesota Statutes, Section 429.111 to 429.111 (Laws 1953, Chapter 398, as amended) and Section 103B.201 and 103B.251 as follows:

Project No.	Improvements
2027-09D	Barbara Avenue Area (75th to 80th)
2027-09E	Boyd Ave and 75th St Area (70th to 80th)
2027-09F	Blaine Ave (College Trail to 80th)

WHEREAS, the project areas referenced above have been reviewed through the Capital Improvement Plan (CIP) process, and are recommended by City staff; and

WHEREAS, City staff recommend completion of the feasibility study internally for the project areas in the 2027 PMI, but requires surveying services from a consultant to complete the work; and

WHEREAS, the City has provided scopes of work for surveying each project area listed above to multiple firms and received a proposal from Alliant Engineering, Inc. in the amount of \$35,820.00 for those project areas in the 2027 PMI.

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

1. The 2027 PMI Improvement Project area hereby initiated, and City staff are directed to begin preliminary engineering (feasibility study) efforts for the project.
2. The proposals from Alliant Engineering, Inc., dated July 23, 2025, in the amount of \$35,820.00 for 2027 PMI are hereby accepted.
3. The City Engineer and staff are hereby authorized to coordinate with Alliant Engineering, Inc. to conduct preliminary design surveying, and complete related professional engineering services on the proposed 2027 PMI improvements.
4. As part of the surveying fee for the project, the City Engineer is authorized to direct the use of contingency funds up to \$4,180.00 in total for changes in scope that may occur through the surveying efforts.
5. The City Attorney is hereby authorized to assist the City Engineer on this project as needed.

6. Project funding is provided through the Pavement Management – Local Street Fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), Stormwater Capital Fund (Fund 531), and special assessments.

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

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE

City of Inver Grove Heights

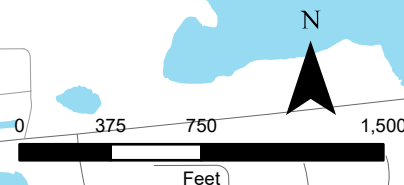
2027 PMI Projects

**FDR Project -
2027-09D
Barbara Ave
Area (75th
to 80th)**

**FDR Project -
2027-09E
Boyd Ave and
75th St Area
(80th to 70th)**

**Recon Project -
2027-09E
Boyd Ave and
75th St Area
(80th to 70th)**

**FDR Project -
2027-09F
Blaine Ave (College
Trl to 80th)**



2027 Pavement Management Initiative Survey

Project Identification: This work involves providing surveying services for two projects in the 2027 Pavement Management Initiative; 2027-09D Barbara Ave (75th St to 80th St), 2027-09E Boyd Ave and 75th St Area (80th St to 70th St), and 2027-09F Blaine Ave (College Trl to 80th St). See Exhibit C for a map of project locations.

This written authorization to proceed and work order contract (work order contract) is between the City of Inver Grove Heights (City) and Alliant Engineering, Inc., a Corporation, Address: 733 Marquette Avenue, Suite 700, Minneapolis, Minnesota 55402 ("Contractor"). This work order contract is issued under the authority of the City of Inver Grove Heights Master Professional Services Agreement between the City and Contractor ("Master Services Agreement") and is subject to all applicable provisions of the Master Services Agreement, which is incorporated herein by reference.

Recitals

1. The Contractor will furnish all products and perform all services defined in Article 2 of this Work Order Contract, Scope of Work and Deliverables, below.
2. The City needs a Contractor to provide professional services for surveying of projects 2027-09D, 2027-09E, and 2027-09F as part of the 2027 Pavement Management Initiative.

Work Order Contract

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

1.1. Effective Date:

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

1.2. Expiration Date:

This work order contract will expire on **July 1, 2027**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3. Exhibits:

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

Exhibit A = Specifications, Duties, and Scope of Work

Exhibit B = Progress Report Form

Exhibit C = Project Area Map

2. Scope of Work and Deliverables:

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

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

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

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

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

4. Consideration of Payment:

4.1. Consideration:

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

4.1.1. Compensation:

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

Labor Rate Costs*: **[\$34,070.00]**

Direct Expense Costs: **[\$1,750.00]**

* Labor Rate includes direct labor, overhead and profit

4.1.2. Overtime:

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

4.1.3. Direct Expense Costs:

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

4.1.4. Travel Expenses:

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

4.1.5. Total Obligation:

The total obligation of City for all compensation and reimbursements to Contractor under this contract will not exceed **\$[35,820.00]**.

5. Terms of Payment:

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

6. Contractor's Project Manager:

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

Name/Title: Jerry Ripley, Director of Survey (Project Manager)
Address: 733 Marquette Ave, Suite 700, Minneapolis, MN 55402
Telephone: 612.767.9304 Direct
E-Mail: jripley@alliant-inc.com

Name/Title: Dan Ekrem, Associate Surveyor (Licensed MN PLS #57366)
Address: 733 Marquette Ave, Suite 700, Minneapolis, MN 55402
Telephone: 612.767.9304 Direct
E-Mail: dekrem@alliant-inc.com

7. City's Project Manager and Authorized Representative:

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

Authorized Representative	Project Manager
Name/Title: Paul Merchlewicz, P.E.	Name/Title: David Ray, P.E.
Address: 8150 Barbara Ave Inver Grove Heights MN, 55077	Address: 8150 Barbara Ave Inver Grove Heights MN, 55077
Telephone: 651-450-2572	Telephone: 651-450-2541
E-Mail: pmerchlewicz@ighmn.gov	E-Mail: dray@ighmn.gov

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

8. Termination and Suspension

8.1. Termination by the City

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

8.2. Termination for Insufficient Funding

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

8.3. Suspension

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

9. Plain Language; Accessibility Standards

9.1. Plain Language

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

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

City Contract No.: 23-27_IGHMSA_E_WO_45
City Project: 2027 Pavement Management Initiative Survey

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

Date: _____, 20____

CITY OF INVER GROVE HEIGHTS

BY: _____

Brenda Dietrich, Mayor

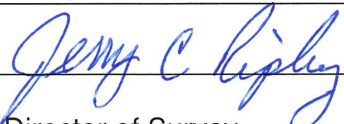
ATTEST: _____

Rebecca Kiernan, City Clerk

Date: July 23, 2025

CONSULTANT

Alliant Engineering, Inc.

BY: 

IT'S: Director of Survey

Exhibit A: Scope of Work

1. Project Overview

1.1. General Statement of Scope of Work

- 1.1.1. The delivery of this contract includes providing surveying services for City Projects 2027-09D Barbara Ave (75th St to 80th St), 2027-09E Boyd Ave and 75th St Area (80th St to 70th St), and 2027-09F Blaine Ave (College Trl to 80th St). This project includes City funds and is required to comply with all City standards.

1.2. Project Background

- 1.3. **Exhibit C** represents the projects areas that the City plans to deliver as part of the 2027 Pavement Management Initiative. This scope of work pertains to those areas identified in **Exhibit C** as "2027 PMI."
- 1.4. These project areas include a combination of full depth reclamation, and reconstruction as depicted in **Exhibit C**. The segment of 75th St E, east of Boyd Ave is full reconstruction and the rest of the project area is FDR. In addition to roadway work there will be sidewalk and trail work and some minor utility work. This contract is for the collection of survey data so the City can create a feasibility report consistent with MN Statue 429 and bring in front of Council so that design and engineering may proceed as per the expected project schedule.

1.5. Project Deliverables

- 1.5.1. As part of the final project deliverables, the Contractor will provide electronic copies of all documents and source information produced during the preparation of the project.
- 1.5.2. Deliverables for this project include:
- a. Provide survey data and survey codes for inclusion into AutoCAD.
 - b. Design survey for:
 - i. Storm Catch Basin Manholes (Rim Elevation)
 - ii. Storm Catch Basins (Rim Elevation)
 - iii. Sanitary Maholes (Rim Elevation)
 - iv. Culverts (Size, Inverts)
 - v. Hydrants
 - vi. Gate Valves
 - vii. Driveways
 - viii. Curb (Top, Gutter, Type)
 - ix. Centerline of Roadway
 - x. Edge of Bituminous (Reconstruct Area Only)
 - xi. Ped ramps
 - xii. Sidewalks/Trails
 - xiii. Walls within ROW (Top Elevations, Bottom Elevations)
 - xiv. Ditch lines (Reconstruct Area Only)
 - xv. Signs
 - xvi. Right-of-Way Boundary Survey (Reconstruct Area Only)

1.6. Project Schedule

Items	Date Due
Expected Notice to Proceed.....	August 2025
Project Kick-Off Meeting	August 2025
Survey Field work	August-October 2025
Final Data	October 1, 2025

2. Project Management

2.1. Project Coordination and Administration

- 2.1.1. Project management includes work necessary for communicating and completing the project tasks on time and within budget. The Contractor must not reassign the project manager or their primary duties without the written consent of the City’s project manager. The Contractor’s staff must have the training and expertise necessary for the work tasks to which they are assigned.
- 2.1.2. The Contractor will:
 - a. Prepare invoices accompanied by:
 - i. Progress report form (Exhibit B).
 - ii. Supporting data for direct expenses.
 - iii. Manage, coordinate, direct, and monitor subcontractor services, including reviewing progress reports, deliverables, schedule, and invoices.
 - b. Provide updates to the City’s project manager on the status of the project budget, and general status/progress monthly with invoice submittals.
 - c. Store all deliverables in an organized electronic document management system and make deliverables available to the City’s project manager as needed whether the file is incomplete, in draft form, or the final deliverable.

3. Project Surveying

3.1. Feasibility Survey

- 3.1.1. Surveying will be needed to identify utility locations and roadway and drainage features, among others to gain an understanding of project features to determine the appropriate project solution.
- 3.1.2. The Contractor will:
 - a. Provide the City’s Project Manager with a survey plan and work plan for each roadway area of the feasibility study.
 - b. The Contractor will send out a mass mailing to notify landowners of survey intention.
 - c. Perform necessary surveys to capture field information to provide information to aid in decision making and project understanding in the feasibility study.
 - d. Provide topographic survey of centerline roadway and edge of traveled roadway, shoulder, and any rural ditch bottoms, side slope, and backslope.
 - e. Utility castings/structures survey, including survey of existing culverts (if found).
 - f. Provide the final survey to the City in format that can be imported to AutoCAD for use in the design of the project(s).

3.2. File Format

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

3.3. Standards and Guidance

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

3.4. Deliverables:

- a. Topo survey work plan and project schedule
- b. ASCII file with all survey data, including header Information containing horizontal and vertical datum
- c. Survey codes

City Contract No.: 23-27_IGHMSA_E_WO_45
City Project: 2027 Pavement Management Initiative Survey
Exhibit B: Progress Report Form

Exhibit B: Progress Report Form

For Invoice No.: _____

City Contract No.: 23-27_IGHMSA_E_WO_45 Billing Period: from _____ to _____
City Finance ID: _____

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

From: []
[]
[]

Contractor Project No. XXXXXXXX

2027 Pavement Management Initiative Survey

Notes	Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
		2027-09D			
	Design Survey	9,440.00			
		2027-09E			
	Design Survey	22,700.00			
		2027-09F			
	Design Survey	3,680.00			
	Subtotal	35,820.00			

Contractor's Project Manager

Date



City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE



City of Inver Grove Heights

2027 PMI Projects

2027-09E Boyd Ave and
75th St Area (80th St to
70th St)

2027-09D Barbara Ave
(75th St to 80th St)

Project Type

- FDR
- RECON

75th St (Babcock
to HWY 52)

Barbara (7th
to 80th)

Boyd Ave and
75th St Area
(80th St to
70th St)

75th Street
(Boyd Ave
to East
Terminus)

Boyd Ave and
75th St Area
(80th St to
70th St)

Blaine Ave (College
Trl to 80th St)

2027-09F Blaine Ave
(College Trl to 80th St)

N

0 375 750 1,500
Feet



ALLIANT

ATTACHMENT 1

CONTRACTOR ASSUMPTIONS

PROJECT: 2027 PAVEMENT MANAGEMENT INITIATIVE SURVEY

Based on a phone call on June 26, 2025, with David Ray, we offer the following scoping clarifications.

It is our understanding that we do not have to collect elevations within the right-of-way in the street sections that are associated with the FDR segments of the project. We assume the project limits in the FDR segments will be no greater than from 5 feet behind the back of curb to 5' feet behind the opposite back of curb, except where the trail or sidewalk is adjacent to the back of curb or except where retaining walls are near the roadway.

We anticipate collecting data in cross-sections at intervals of 40-50 feet in tangent sections, and 25-35 feet in curve sections. (Our estimate is based on this premise. If this is not necessary, we could explore reducing our overall fee).

In the RECON segment of the project, we will survey right-of-way to right-of-way and will survey to identify existing right-of-way for this segment.

Alliant Engineering, Inc.
Staff Hours and Cost Estimate
2027 Pavement Management Initiative Survey Project
City of Inver Grove Heights, MN

22-Jul-25

Work Task 2027-09D (Barbara Avenue)	Associate Director of Survey	Associate Surveyor	Survey Crew	Sr. CAD Technician	Postage and Materials	Total Hours	Labor Cost
1.0 Limited Existing Conditions Survey							
1.1 Admin/PM/Coordination	2			1		3	\$585.00
1.2 PLS Services		1		1		2	\$330.00
1.3 GSOC Locate Request				3		3	\$405.00
1.4 Tree Inventory						0	\$0.00
1.5 Data collection			25			25	\$5,875.00
1.6 Structure Inventories						0	\$0.00
1.7 Data Processing and Deliverables				10		10	\$1,350.00
1.8 Mass Mailings to residence				2	5	7	\$895.00
1.9						0	\$0.00
1.1						0	\$0.00
1.11						0	\$0.00
						50	
Subtotal	\$450.00	\$195.00	\$5,875.00	\$2,295.00	\$625.00		\$9,440.00
LABOR RATES	\$225.00	\$195.00	\$235.00	\$135.00	\$125.00		
TOTAL LABOR COST	\$450.00	\$195.00	\$5,875.00	\$2,295.00	\$625.00		\$9,440.00

Project Assumptions:

Alliant Engineering, Inc.
Staff Hours and Cost Estimate
2027 Pavement Management Initiative Survey Project
City of Inver Grove Heights, MN

22-Jul-25

Work Task 2027-09E (Boyd Avenue)	Associate Director of Survey	Associate Surveyor	Survey Crew	Sr. CAD Technician	Postage and Materials	Total Hours	Labor Cost
1.0 Limited Existing Conditions Survey							
1.1 Admin/PM/Coordination	2			1		3	\$585.00
1.2 PLS Services		1		2		3	\$465.00
1.3 GSOC Locate Request				7		7	\$945.00
1.4 Tree Inventory						0	\$0.00
1.5 Data collection			66			66	\$15,510.00
1.6 Structure Inventories						0	\$0.00
1.7 Data Processing and Deliverables				26		26	\$3,510.00
1.8 Mass Mailing to residence				6	7	13	\$1,685.00
1.9						0	\$0.00
1.1						0	\$0.00
1.11						0	\$0.00
						118	
Subtotal	\$450.00	\$195.00	\$15,510.00	\$5,670.00	\$875.00		\$22,700.00
LABOR RATES	\$225.00	\$195.00	\$235.00	\$135.00	\$125.00		
TOTAL LABOR COST	\$450.00	\$195.00	\$15,510.00	\$5,670.00	\$875.00		\$22,700.00

Project Assumptions:

Alliant Engineering, Inc.
Staff Hours and Cost Estimate
2027 Pavement Management Initiative Survey Project
City of Inver Grove Heights, MN

22-Jul-25

Work Task 2027-09F (Blaine Avenue)	Associate Director of Survey	Associate Surveyor	Survey Crew	Sr. CAD Technician	Postage and Materials	Total Hours	Labor Cost
1.0 Limited Existing Conditions Survey							
1.1 Admin/PM/Coordination				1		1	\$135.00
1.2 PLS Services						0	\$0.00
1.3 GSOC Locate Request				1		1	\$135.00
1.4 Tree Inventory						0	\$0.00
1.5 Data collection			10			10	\$2,350.00
1.6 Structure Inventories						0	\$0.00
1.7 Data Processing and Deliverables				4		4	\$540.00
1.8 Mass Mailing to residence				2	2	4	\$520.00
1.9						0	\$0.00
1.1						0	\$0.00
1.11						0	\$0.00
						20	
Subtotal	\$0.00	\$0.00	\$2,350.00	\$1,080.00	\$250.00		\$3,680.00
LABOR RATES	\$225.00	\$195.00	\$235.00	\$135.00	\$125.00		
TOTAL LABOR COST	\$0.00	\$0.00	\$2,350.00	\$1,080.00	\$250.00		\$3,680.00
Project Assumptions:							



Request for Council Action

SUBJECT: **Change Order No. 1 for Water Treatment Plant Rehabilitation (City Project No. 2023-03)**

MEETING DATE: July 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571
Eric Kramer, Utility Superintendent, 651.450.2565

ACTION REQUESTED

The Council is asked to approve Change Order No. 1 for City Project No. 2023-03 - Water Treatment Plant Rehabilitation.

BACKGROUND

On May 13, 2024, the Council awarded a contract to Minnesota Mechanical Solutions (Resolution 2024-099) and approved a project budget (Resolution 2024-101) for City Project No. 2023-03 - Water Treatment Plant Rehabilitation. The original contract had a final completion date for the work of June 27, 2025, with a bid cost of \$4,027,320. The original schedule anticipated that the water treatment plant would operate at 50% capacity between October, 2024 and May, 2025 (8 months), and the improvements would occur to one-half of the water treatment plant at a time in four-month increments. City and consultant staff expected the contract schedule to be tight, recognizing that material approvals and delivery were critical to achieving the goal of completing the water treatment plant rehabilitation work on schedule.

Shortly after project award, the contractor began submittal of material approvals and shop drawings to the City's consultant for review. It was noted with several submittals that material order and lead times were anticipated to be 6 months following approvals, and were subject to supplier availability. Some submittals also indicated supplier challenges with being able to meet Build America, Buy America (BABA) clauses that were part of the contract provisions associated with MN Public Facility Authority (PFA) loan the City received, including several specified/proprietary items that were required for the project work. A key proprietary component of the project, the filter media, met BABA requirements at the time the project plans were approved, but by the time submittals were provided in mid-summer, the BABA clauses had been updated to exclude the product. City and consultant staff worked with the contractor, the PFA, and the Minnesota Department of Health to receive waivers and exceptions for several material design components that were approved prior to updates to BABA requirements, but were no longer considered fully compliant. While many materials and supplies were able to receive waiver approvals within a few weeks, the filter media became a key component that did not receive a waiver of approval until late-November, 2024. Despite attempts to get earlier deliveries of filter media, it became evident in early April 2025 that the filter media would not be available to complete both halves of the rehabilitation project work by the original contract deadline, and that the second half of the filter media improvements would need to occur either during peak water production months (June through September) or in the Fall of 2025. Due to the risks of not having enough water production capacity during the summer months, and needing to declare (and

enforce) emergency water restrictions for the entire City, staff recommended the second half of filter media replacement be postponed and not commence until mid-October 2025. Work on the second half of the filter cells is anticipated to take approximately four months, and accounting for some contingencies in the schedule, staff have recommended that the completion date for the contract be adjusted to March 27, 2026, as noted in the attached Change Order #1.

Additionally, there have been several minor work changes and adjustments to the construction plans due to changes in site conditions and other items that were discovered over the course of the rehabilitation work. These changes were approved by the Public Works Director under the authority granted to utilize contingency funds as part of the project budget approval (Resolution 2024-101), and are being formally packaged into this change order for documentation and fiscal transparency purposes. The additional work includes:

1. Additional painting of filter cells above the water line to ensure consistency in the paint coating and account for minor touch-ups required after piping replacement and rehabilitation.
2. Adjustments to the chemical feed pumping controls to accommodate and standardize chemical feed rates and tank sensors that can be monitored and controlled remotely by the water treatment plant's central operation system.
3. Modifying placement of electric valve actuators and valve stems due to existing valve stems being found to be out-of-plumb and unable to accommodate the planned valve actuator installations.

FISCAL IMPACT

The total cost of the above changes is \$132,384.04. This represents approximately 3.3% of the total construction cost, and is within the original budget contingency of \$201,336 approved via Resolution 2024-101.

RECOMMENDATION

Staff recommends approval of Change Order No. 1, in the amount of \$132,348.04, and extending the contract completion date to March 27, 2026 for City Project No. 2023-03 - Water Treatment Plant Rehabilitation.

ATTACHMENTS

1. Change Order #1

To:	Brian Connolly, Public Works Director City of Inver Grove Heights, MN	From:	Ryan Capelle, PE Brian Lintgen, PE
File:	173420135	Date:	July 1, 2025

Reference: Inver Grove Heights Water Treatment Plant Rehabilitation Project**Council Action Requested**

Staff is recommending City Council to review and approve Change Order No. 1 for the Inver Grove Heights Water Treatment Plant Rehabilitation Project.

Summary

Attached to this memo is Change Order No. 1 for the **Inver Grove Heights** Water Treatment Plant Rehabilitation Project. This change order covers the modifications associated with Work Change Directives (WCD) No. 1, 2, 3. These changes are associated with additional costs related to field correspondence for the project, covering completed work and required adjustments based on the clarifications and instructions provided. A description of the work covered under this change order is described below. Supporting documentation from the contractor is attached.

It also includes a time extension for both substantial and final completion dates. MN Mechanical Solutions, Inc. has requested additional time to complete the project due to material delivery delays. A letter from MN Mechanical is attached.

The delivery delays were compounded given the short window of time the plant could be offline to accommodate the improvements (fall through spring). During the course of construction, it was determined that the best way to ensure the City could continue providing treated drinking water was to split the work between filter cells 5-8 and 1-4. The work on cells 5-8 took place in the winter of 2024/2025, enabling the plant to be fully online for the summer of 2025. The work on cells 1-4 will take place in the fall of 2025 and will wrap up in the spring of 2026. The materials needed have been procured and are stored onsite. Material supply delays are not expected to impact on the revised completion dates.

WCD No. 1

- Description: This Work Change Directive covers the labor and material costs associated with Field Order #1 – Filter Paint. The scope of work includes Painting the filter walls (eight total) from the waterline to the top of the filter (including the top). The purpose of this WCD is the protection of the concrete above the waterline and aesthetics of the rehab. The total cost for this work is \$30,450.00.

WCD No. 2

- Description: This Work Change Directive covers the labor and material costs associated with Field Order #2 – Chemical Feed. The scope of work includes adding remote transfer pump controls for the HMO chemicals, modifying grating around the new HMO tank, and providing a carrier water system for the HMO, it also includes adding (2) mag meters and (2) radar level sensors. The total cost for this work is \$53,452.39.

July 1, 2025

City of Inver Grove Heights

Page 2 of 2

Reference: Inver Grove Heights Water Treatment Plant Rehabilitation Project

WCD No. 3

- Description: This Work Change Directive covers the labor and material costs associated with Field Order #3 – Valve Actuators. The scope of work includes modifications to effluent channel cross-connection 24" valve. Rotate valve, install new stainless steel torque tube extension, install new AUMA open/close actuator with pedestal, core drill existing floor, install electrical conduit and wire, prepare control revisions, and paint. The purpose of this WCD is improved operational characteristics of the filters by electrically actuating the effluent channel cross-connection valve. The total cost for this work is \$ 48,445.65.

Engineer's Recommendation

It is recommended that the City Council review and approve of the attached Change Order No. 1 with a total of \$ 132,348.04 and revised substantial completion date of 02/27/2026 and final completion date of 03/27/2026.

Brian Lintgen, PE (MN)

Senior Associate

Direct: [\(612\) 712-2041](tel:6127122041)

Mobile: [\(320\) 333-6825](tel:3203336825)

brian.lintgen@stantec.com

CHANGE ORDER NO.: 1

Owner: City of Inver Grove Heights, MN Owner's Project No.: 2023-03
Engineer: Stantec Consulting Services, Inc. Engineer's Project No.: 173420135
Contractor: MN Mechanical Solutions, Inc. Contractor's Project No.:
Project: Water Treatment Plant
Contract Name: Inver Grove Heights WTP Rehabilitation
Date Issued: 07/01/2025 Effective Date of Change Order: 07/01/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Change Order #1 covers additional costs for improvements regarding chemical feed and treatment, valve actuators, and additional filter cell painting as detailed through Work Change Directives 1, 2, and 3.

The Change Order also includes a time extension for the Contractor to meet the substantial and final completion dates due to procurement and material approval items that were deemed beyond the Contractor's control and have been discussed with City water treatment plant operations staff as reasonable and able to be accommodated as requested.

Attachments: **WCD 01, WCD 02, WCD 03, Extension Letter.**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 4,027,320.00		Substantial Completion:	5/16/2025
		Ready for final payment:	6/27/2025
Increase from previously approved Change Orders:		Increase from previously approved Change Orders:	
\$ 0.00		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 4,027,320.00		Substantial Completion:	5/16/2025
		Ready for final payment:	6/27/2025
Increase this Change Order:		Increase this Change Order:	
\$ 132,348.04		Substantial Completion:	287 days
		Ready for final payment:	273 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 4,159,668.04		Substantial Completion:	2/27/2026
		Ready for final payment:	3/27/2026

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.

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Recommended by Engineer (if required)

By: Lintgen, Brian
Title: Project Manager, Stantec
Date: 7/16/2025

Digisig signed by Lintgen, Brian
DN: CN="Lintgen, Brian", OU=Internal Customers
O=Stantec, DC=corp, DC=us
Date: 2025.07.17 08:51:30-0500

Accepted by Contractor


President
7-18-2025

Authorized by Owner

By: _____
Title: Mayor
Date: July 28, 2025

Approved by Funding Agency (if applicable)



Request for Council Action

SUBJECT: **Resolution Adding KLM Engineering, Inc. to the City's Professional Engineering Services Consulting Pool**

MEETING DATE: July 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, adding KLM Engineering, Inc. to the City's Professional Engineering Services Consulting Pool and authorizing the appropriate officials to enter into a professional services agreement with KLM Engineering, Inc.

BACKGROUND

On April 24, 2023, the Council approved contracts with 18 separate engineering consulting firms for inclusion in the City's 5-year (2023-2027) Engineering Services Consulting pool. The firm of KLM Engineering, Inc. (KLM) approached City staff in the Spring of 2025 inquiring how they may be able to assist the City in regards to private telecommunications and antenna site leasing services. KLM has a history of working with the City of Inver Grove Heights on water tower rehabilitation projects, but was not an applicant for the request for consultant services as part of the City's Engineering Pool. Staff met with representatives of KLM, some of whom had recently departed another telecommunications firm that is within the City's pool. A similar shift in staffing at this existing engineering pool firm was seen shortly after the consultant pool was approved, and the City added another firm to its communications and electrical/mechanical technical specialty discipline. Upon recent conversations with representatives from the original engineering pool firm, it was noted that they may not have the full staff capabilities to assist with antenna lease construction installation activities in the near-term, and that the City may be better served by utilizing other qualified firms. As such, to maintain within the consulting pool at least two capable firms to provide for these technical services, staff believe that adding KLM to the consulting pool for this specific service area would provide balance and offer a competitive alternative for services in this technical specialty area.

Staff requested and subsequently received a formal proposal from KLM that followed the provisions of the original Request for Proposal (RFP) for the 2023 Professional Engineering Services consulting pool that was approved by the City Council on January 9, 2023. Upon review of the submittal, staff prepared a Master Services Agreement with KLM Engineering, Inc.

The attached Exhibit A, amended from the City Council meeting on April 24, 2023, lists all selected firms for this Professional Engineering Services consulting pool.

FISCAL IMPACT

There is no immediate fiscal impact from amending the consulting pool to include an additional firm. When specific work is assigned to a firm within the pool, funding for that work will come from the associated project budgets or antenna site lease escrow accounts.

RECOMMENDATION

Staff recommends approval of the attached Resolution, adding KLM to the City's Professional Engineering Services Consulting Pool for 2023-2027 and authorizing the appropriate officials to enter into a professional services agreement with KLM Engineering, Inc.

ATTACHMENTS

1. Resolution Adding KLM Engineering, Inc. to Professional Engineering Services Consulting Pool
2. Exhibit A - Selected Firms for Professional Services Consulting Pool (Amended 7/28/2025)

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

RESOLUTION NO. _____

**RESOLUTION ADDING KLM ENGINEERING, INC. TO THE CITY'S PROFESSIONAL
SERVICES CONSULTING POOL FOR CITY FISCAL YEARS 2023-2027**

WHEREAS, the City of Inver Grove Heights requires assistance on a recurring basis from various types of consulting businesses that provide professional technical consulting services; and

WHEREAS, the City solicited a Request for Proposal (RFP) statement from technical consulting firms comprising four major service areas and nine technical specialty areas; and

WHEREAS, on April 24, 2023, the City Council approved entering into professional service agreements with 18 firms who responded to the RFP (Resolution 2023-090); and

WHEREAS, KLM Engineering, Inc. provides telecommunications and antenna site design and construction review and oversight, with several staff having historical and intimate familiarity with the City's past practices in this area; and

WHEREAS, staff believe that KLM Engineering, Inc. can provide a competitive balance to the communications & electrical/mechanical technical specialty discipline, for which only one firm was originally selected to participate in the professional services consulting pool.

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

1. KLM Engineering, Inc. is hereby approved for inclusion in the technical services consultant pool for City Fiscal Year 2023-2027, and an amended listing of the consultant pool firms is included in Exhibit A.
2. The Mayor and City Clerk are authorized to enter into professional services agreements with KLM Engineering, Inc.

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

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

**EXHIBIT A
SELECTED FIRMS FOR PROFESSIONAL SERVICES CONSULTING POOL**

General Service Areas

Municipal Engineering

- Bolton & Menk
- Kimley Horn
- SEH
- WSB

Transportation Engineering

- Alliant
- Bolton & Menk
- Kimley Horn
- SRF

Parks and Recreation

- HKGi
- SRF
- Stantec
- WSB

Surface Water and Natural Resources

- Barr
- EOR
- Kimley Horn
- SRF
- WSB

Specialty Service Areas

Geotechnical Services

- AET
- Braun Intertec
- WSB

Municipal Utilities

- AE2S
- Bolton & Menk
- Stantec
- WSB

Land Surveying

- Alliant
- Bolton & Menk
- Sunde
- WSB

Structural

- Kimley Horn
- SEH
- TKDA

Specialty Service Areas (Cont.)

Architectural Services

- Alliance
- HKGi
- SEH
- TKDA

Communications &

Electrical/Mechanical

- SEH
- VMC, LLC*
- KLM Engineering, Inc.**

Public Works/GIS

- Bolton & Menk
- SRF
- Stantec
- WSB

Relocation/Benefit Analysis

- Evergreen Land Services
- Patchin Messner

* Firm Added 6/26/2023

** Firm Added 7/28/2025



Request for Council Action

SUBJECT: **Resolution Approving Plans, Specifications and Authorizing Advertisement for Bids for the 64th Street Outfall (City Project No. 2025-14)**

MEETING DATE: July 28, 2025

ITEM TYPE: Consent Agenda

CONTACT: Chris English, Graduate Civil Engineer, 651-248-0157

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving plans and specifications, and authorizing advertisement for bids for City Project No. 2025-14, for the construction/maintenance of the storm sewer outfall along 64th St. at the Mississippi River.

BACKGROUND

During the early summer flooding of 2024, City staff noted several issues with the storm sewer pipe running along 64th St which outlets through Twin City Marina. City staff were able to televisue the line and found that the majority of the pipe had deteriorated and requires replacement. On January 27, 2025, the Council authorized staff to apply for a Minnesota Pollution Control Agency (MPCA) grant for Storm Water Resiliency Implementation (Resolution No. 2025-016). Staff were notified that the City was not selected for the grant, but proceeded with preparation of the plans and specifications for the project since the project is necessary to reduce further public and private property damages caused by seasonal flooding and river water backup within the City's storm water system. Through savings in stormwater costs in 2025, and in adjusting project priorities in the City's draft Capital Improvement Plan (CIP) for 2026-2030, funding for this project has been included in the CIP for 2026.

Bid advertisement for this project is tentatively scheduled for mid-August, with the Council receiving bids and considering a contract award in early September. Due to lead times for material procurement and permitting, as well as the desire to limit risk to adjacent properties and existing stormwater infrastructure, construction of the project is anticipated to occur during the winter months of 2025/2026.

FISCAL IMPACT

There are no immediate funding impacts with this action. Upon award of a contract, funding for City Project No. 2025-14 would come from the Storm Sewer Capital Fund (Fund 530)

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving plans and specifications and authorizing advertisement for bids for City Project No. 2025-14.

ATTACHMENTS

1. Resolution Approving Plans, Specs, & Authorizing Ad for Bids - 2025-14

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

RESOLUTION NO. _____

**RESOLUTION SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT
FOR BIDS FOR THE CITY PROJECT NO. 2025-14**

WHEREAS, Staff and Barr Engineering have prepared plans and specifications for City Project No. 2025-14 –64th St Outfall for Council review and approval.

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

1. The plans and specifications for City Project No. 2025-14 on file with the City's Engineering Division are hereby approved as the plans and specifications in accordance with which said improvements shall be constructed.
2. The City Engineer is hereby authorized to advertise for bids pursuant to the provisions of Minnesota Statutes 471.345, with respect to City Project No. 2025-14.
3. The contract for these improvements shall be executed no later than two years after the adoption of this Resolution.

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

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Approval of Estoppel Certificate and Certificates of Completion for Inverwood Business Park**

MEETING DATE: July 28, 2025
ITEM TYPE: Consent Agenda
CONTACT: Bridget Nason, City Attorney

ACTION REQUESTED

The Council is asked to approve the attached Estoppel Certificate and Certificate of Completion for Inverwood Business Park LLC.

BACKGROUND

Inverwood Business Park LLC is the developer of InverPoint Business Park. Inverwood is in the process of selling various properties it owns within the business park to a third party. As part of that transaction, Inverwood has requested that the City approve two Certificates of Completion, which confirm that the Public Improvements required of the Developer by the respective 2008 and 2021 Development Contracts have been completed and accepted. Inverwood has likewise requested that the City execute an Estoppel Certificate with respect to a number of other development-related agreements, including a Stormwater Facilities Maintenance Agreement and the 2023 Development Contract. The Estoppel Certificate provides that Inverwood is not in default under any of the various development-related agreements. Staff have confirmed that Inverwood is not in default under any of the referenced documents, and that the required public improvements have been constructed and accepted as required by the 2008 and 2021 Development Contracts.

FISCAL IMPACT

NA

RECOMMENDATION

Staff recommends approval of the attached Estoppel Certificate and Certificates of Completion.

ATTACHMENTS

1. Estoppel Certificate
2. Certificate of Completion - 2021 Development Contract
3. Certificate of Completion - 2008 Development Contract

ESTOPPEL CERTIFICATE

Date: July 28, 2025

TO: Inverwood Business Park LLC (“Inverwood”) c/o United Properties Investment LLC (“UP”) 250 Nicollet Mall, Suite 500 Minneapolis, MN 55401	TO: Honey Badger Acquisitions, Inc., HM SE 8360 Industrial Owner, LLC, and HM SE 8210 Industrial Owner, LLC c/o Hyde Development 250 Nicollet Mall, Suite 920 Minneapolis, MN 55401
--	---

Re: That certain real property located at 8210 and 8360 Courthouse Boulevard, Inver Grove Heights, Minnesota (the “Property”), which Property is subject to various agreements recorded in the Office of the County Recorder for Dakota County, Minnesota as document numbers 2647201, 2647203, 2647208, 2647211, 2647212, 2662981, 3459067, 3459122 (collectively, the “Agreements”).

Ladies and Gentlemen:

The Property is subject to the Agreements. The Agreements were made by and between Inverwood and the City of Inver Grove Heights, a Minnesota municipal corporation (the “City”) in connection with development of the Property. UP, Inverwood’s manager, or an affiliate intends to sell the property to Honey Badger Acquisitions, Inc. or its assigns, HM SE 8360 Industrial Owner, LLC, a Minnesota limited liability company, and HM SE 8210 Industrial Owner, LLC, a Minnesota limited liability company (collectively, “Buyer”).

The undersigned, on behalf of the City, hereby certifies as follows, as of the date hereof:

1. To the best of the City’s knowledge, all obligations of Inverwood, to the extent arising or accruing prior to the date hereof, under each of the Agreements have been satisfied.
2. To the best of the City’s knowledge, there are no defaults under the Agreements.
3. As relates to the Agreement recorded as document number 3459122, (i) but for surviving warranty periods, such Agreement has been fully performed; (ii) a certificate of completion will be issued upon the passage of applicable warranty periods, and (iii) the Developer Public Improvements (as defined in such Agreement) have been completed and accepted by the City.
4. The undersigned is authorized to execute this certificate on behalf of the City.

The undersigned acknowledges and agrees that the foregoing statements may be relied upon by Inverwood, UP, any lender of Buyer, and Buyer and their affiliates and shall inure to the benefit of their respective successors, assigns, and grantees and shall be binding on the undersigned and its successors and assigns. Furthermore, the undersigned acknowledges that this certificate is being relied upon to induce Buyer to purchase the Property.

[Signature page follows]

City of Inver Grove Heights

By: _____

Name: Brenda Dietrich

Its: Mayor

ATTEST:

By: _____

Name: Rebecca Kiernan

Its: City Clerk

This instrument was acknowledged before me on _____, 2025, by Brenda Dietrich as Mayor and by Rebecca Kiernan as City Clerk of the City of Inver Grove Heights, a Minnesota municipal corporation.

(Stamp)

(signature of notarial officer)

Title (and Rank):

My commission expires: _____
(month/day/year)

CERTIFICATE OF COMPLETION

As of this _____ day of July, 2025, the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota (the “CITY”) hereby certifies that the “DEVELOPER PUBLIC IMPROVEMENTS,” as such term is defined in that certain Development Contract dated as of February 8, 2021, and recorded as Document No. 3459065 with the Dakota County Recorder (the “Development Contract”) by and between the CITY and INVERWOOD BUSINESS PARK LLC, a Delaware limited liability company, have been fully and satisfactorily completed as required pursuant to the Development Contract as of the date first written above.

The Developer Public Improvements are located upon that real property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1 and Lot 2, Block 1 and Outlot A, INVERPOINT BUSINESS PARK
SECOND ADDITION, according to the recorded plat thereof, Dakota County,
Minnesota (the “Property”).

The CITY hereby releases the Property from the obligation under the Development Contract to initially construct the Developer Improvements as defined in the Development Contract.

Nothing contained in this Certificate of Completion shall be deemed to release any of the other documents recorded with the Dakota County Recorder between the CITY and INVERWOOD BUSINESS PARK LLC relating to the Property; and further, nothing contained in this Certificate of Completion shall be deemed to release any of the following documents:

- Permanent Utility, Drainage and Stormwater Ponding Easement, recorded as Dakota County Document No. 2647201
- PUD Zoning Acknowledgment Agreement, recorded as Dakota County Document No. 2647202
- Stormwater Facilities Maintenance Agreement recorded as Dakota County Doc. No. 2647203
- Waiver of Special Assessment Appeal for Project 2009 - 07, Courthouse Boulevard Court — Barnes Avenue Traffic Control Improvements, recorded as Dakota County Document No. 2647204

- Waiver of Special Assessment Appeal for Project 2009 - 08, Courthouse Boulevard Court — Trail Improvement, recorded as Dakota County Document No. 2647205
- Waiver of Special Assessment Appeal for Project 2008-13, Courthouse Boulevard Court-Street Improvements, recorded as Dakota County Document No. 2467206
- Waiver of Special Assessment Appeal for Project 2008-13, Courthouse Boulevard Court -Barnes Avenue Geometric Intersection Improvements, recorded as Dakota County Document No. 2647207
- Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647208
- Minnesota Wetland Conservation Act Declaration of Restrictions and Covenants for Site Specific Wetland Replacement recorded as Dakota County Document No. 2647209.
- Boulevard Maintenance Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647211
- Agreement Relating to Landowner Improvements within City Drainage and Utility Easements on Lot 1, Block 1 and Outlot A & B, recorded as Dakota County Document No. 2647212
- Storm Water Facilities Maintenance Agreement for property lying to the south of the Plat of Inverpoint Business Park, recorded as Dakota County Document No. 2662981
- Amendment to Development Contract for Plat of Inverpoint Business Park between the City of Inver Grove Heights and Inverwood Business Park LLC dated January 13, 2020 recorded as Dakota County Document No. 3384747
- Declaration of Easements and Restrictions recorded as Dakota County Document No. 3463651

Without limiting the foregoing, the following paragraphs of Exhibit E to the Development Contract for Plat of Inverpoint Business Park recorded as Dakota County Document No. 2647200 remain in full force and effect:

- Paragraph 5, subpart (a) of Exhibit E
- Paragraph 5, subpart (b) of Exhibit E
- Paragraph 5, subpart (c) of Exhibit E
- Paragraph 5, subpart (d) of Exhibit E, as amended
- Paragraph 5, subpart (f) of Exhibit E. as amended
- Paragraph 5, subpart (g) of Exhibit E, as amended
- Paragraph 5, subpart (h) of Exhibit E

[Signature page follows]

IN WITNESS WHEREOF, the CITY has caused this Certificate of Completion to be duly executed in its name and on its behalf as of the date first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
Name: Brenda Dietrich
Its: Mayor

ATTEST:

By: _____
Name: Rebecca Kiernan
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

City of Inver Grove Heights

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

This Instrument Was Drafted By:
Taft Law (MGW)
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

**After Recording, Please Return This
Instrument To:**
Taft Law (MGW)
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

CERTIFICATE OF COMPLETION

As of this _____ day of July, 2025 (the “**Effective Date**”), the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota (the “**CITY**”) hereby certifies that the “**DEVELOPER IMPROVEMENTS**,” as such term is defined in that certain Development Contract dated as of August 11, 2008, and recorded as Document No. 2647200 , with the Dakota County Recorder (the “**Development Contract**”) by and between the CITY and INVERWOOD BUSINESS PARK LLC, a Delaware limited liability company, have been fully and satisfactorily completed as required pursuant to the Development Contract as of the date first written above.

RECITALS

- A. As of the date of the Development Contract, the real property which the Developer Improvements are situated upon was legally described as Lot 1, Block 1 and Outlots A and B, INVERPOINT BUSINESS PARK, according to the recorded plat thereof, Dakota County, Minnesota (the “**Original Property**”).
- B. On June 19, 2020, Outlot B of the Original Plat was subsequently replatted as Lot 1, Block 1, INVERPOINT BUSINESS PARK FIRST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota (the “**First Addition**”).
- C. On April 30, 2021, Lot 1, Block 1 of the Original Plat was subsequently replatted as Lots 1 and 2, Block 1 and Outlot A, INVERPOINT BUSINESS PARK SECOND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota (the “**Second Addition**”).
- D. On March 26, 2023, Outlot A of the Original Plat was subsequently replatted as Lots 1 and 2, Block 1 and Outlot A, INVERPOINT BUSINESS THIRD SECOND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota (the “**Third Addition**”, together with the First Addition and Second Addition, collectively, the “**Property**”).

The CITY hereby releases the Property from the Development Contract except as stated below.

Notwithstanding the foregoing, however, the following Sections of the Development Contract are not released by this Certificate of Completion, but shall continue to run with the Property and shall constitute binding obligations of both current and future owners and occupants of the Property:

- a) the “Operating Restrictions” contained in Section 5 of Exhibit E of the Development Contract, as amended;
- b) the provisions relating to “Consent Requirements” contained in Section 7 of Exhibit E of the Development Contract; and
- c) the terms regarding “Signs” contained in Section 12 of Exhibit E of the Development Contract.

Nothing contained in this Certificate of Completion shall be deemed to release any of the other documents recorded with the Dakota County Recorder between the CITY and INVERWOOD BUSINESS PARK LLC relating to the Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the CITY has caused this Certificate of Completion to be duly executed in its name and on its behalf as of the date first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
Name: Brenda Dietrich
Its: Mayor

ATTEST:

By: _____
Name: Rebecca Kiernan
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

City of Inver Grove Heights

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

THIS INSTRUMENT DRAFTED BY:
Taft Law (MGW)
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402



Request for Council Action

SUBJECT: **Resolution Approving Development Contract
Amendment and Amendment to Related Development
Documents for the Plat of Peltier Reserve 3rd Addition**

MEETING DATE: July 28, 2025

ITEM TYPE: Consent Agenda

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

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a development contract amendment and amendment of related development documents for Peltier Reserve 3rd Addition.

BACKGROUND

In May, the City Council approved the Plat of Peltier Reserve 3rd Addition, which created two new lots from existing Outlot H, Peltier Reserve, and an adjacent parcel. Because these two lots will be located in the existing Peltier Reserve development, the lots will be added to the Peltier Reserve Homeowners Association, and the existing Development Contract for the Plat of Peltier Reserve will be amended to address this two-lot plat. The Council is asked to approve the attached Resolution approving this fourth amendment to the Development Contract for the Plat of Peltier Reserve as well as amendments to seven additional agreements which will make these two lots subject to the same responsibilities as all other residential lot owners in the Peltier Reserve development under the various existing agreements for that subdivision.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution Approving Development Contract and Development Document Amendments
2. Amendment No. 4 to Development Contract for Plat of Peltier Reserve
3. Amendment to SWFMA
4. Amendment to Irrigation Agreement
5. Amendment to Retaining Wall Maintenance Agreement
6. Amendment to Residential Street Light Agreement
7. Amendment to Agreement re Outlot D Improvements
8. Amendment to Agreement re Outlot B
9. Amendment to Agreement-Lot 1, Block 13

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING AMENDMENT NO. 4 TO THE DEVELOPMENT
CONTRACT FOR PLAT OF PELTIER RESERVE AND AMENDMENTS TO RELATED
DEVELOPMENT DOCUMENTS-PELTIER RESERVE 3RD ADDITION**

WHEREAS, Builders Lot Group, LLC applied for and received approval of a two-lot subdivision platted as Peltier Reserved 3rd Addition; and

WHEREAS, one of the conditions of plat approval was that Builders Lot Group enter into a Development Contract with the City related to the approved subdivision and development.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that the 4th Amendment to Development Contract for Plat of Peltier Reserve and the Amendments to the seven related existing development documents for the Plat of Peltier Reserve included in the July 28, 2025 council packet are hereby approved subject to any revisions as may be required by the City Attorney, including the finalization of all fees to be paid to the City prior to release of the Plat for recording and issuance of a building permit for either of the lots

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and City Clerk are hereby authorized to execute the documents identified herein, subject to any required amendments.

Passed this 28th day of July, 2025.

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

AMENDMENT NO. 4
TO DEVELOPMENT CONTRACT FOR PLAT OF PELTIER
RESERVE

THIS AMENDMENT NO. 4 TO DEVELOPMENT CONTRACT FOR PLAT OF PELTIER RESERVE (Amendment No. 4) is made, entered into and effective this ____ day of _____, 2025, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Builders Lot Group, LLC, a Minnesota limited liability company (hereafter referred to as Developer). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the Parties herein contained, the Parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

- 1.1 **Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below. All terms defined in the Development Contract for Plat of Peltier Reserve shall have the meanings ascribed to them in the Development Contract for Plat of Peltier Reserve.
- 1.2 **City.** City means the City of Inver Grove Heights, a Minnesota municipal corporation.
- 1.3 **Developer.** Developer means Builders Lot Group, LLC, a Minnesota limited liability company and its successors and assigns.
- 1.4 **Development Contract for Plat of Peltier Reserve or Development Contract.** Development Contract for Plat of Peltier Reserve means that certain Development Contract for Plat of Peltier Reserve dated October 25, 2021, and recorded November 17, 2021, as Document No. 3506029 with the Dakota County Recorder, as amended by Amendment Number 1 to the Development Contract dated November 28, 2022 and recorded on February 14, 2023 with the Dakota County Recorder (Amendment Number 1) as Document No. 3577130, and as further amended by Amendment Number 2 to the Development Contract dated April 10, 2023, and recorded on April 26, 2023 as Document No. 3584730 with the Dakota

Couty Recorder (Amendment Number 2) and Amendment Number 3 to Development Contract for Plat of Peltier Reserve dated March 17, 2025, and recorded as Document No. 3668928 with the Dakota County Recorder on March 21, 2025.

1.5 Parties. Parties means the Developer and the City, and their successors and assigns.

ARTICLE 2 **RECITALS**

Recital No. 1. City and Developer, as defined in this Amendment No. 4, are the same entities respectively, as the City and Developer identified and defined in the Development Contract for the Plat of Peltier Reserve, and its Amendment Number 1, Amendment Number 2, and Amendment No 3.

Recital No. 2. By this Amendment No. 4, the Parties desire to amend various provisions of the Development Contract.

Recital No. 3. Developer hereby warrants and represents that all Developer Warranties found in the Development Contract and Amendment Number 1, Amendment Number 2, and Amendment No. 3 remain in full force and effect and that it has the right and authority to enter into this Amendment No. 4.

ARTICLE 3 **AMENDMENT**

3.1 Amendment. Outlot H, PELTER RESERVE along with certain adjoining property is being platted into Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE 3RD ADDITION (the “Additional Lots”). Because these two lots will be located within the existing Peltier Reserve development, the Parties have determined that instead of entering into a separate development contract for these two lots, the Parties agree that the Development Contract for the Plat of Peltier Preserve shall be amended as follows to address platting of Outlot H, PELTIER RESERVE and certain adjoining property into Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE 3RD ADDITION.

3.1.1 Amendment to Approved Development Plans. The list of approved Development Plans referenced in Exhibit B to the Development Contract shall be amended to include within the list of approved Development Plans those plans approved by the City Engineer and the City Council for the Additional Lots.

3.1.2 Amendment to Definition of Buildable Lots. The definition of “Phase 2 Lots” and “Buildable Lots” within the Development Contract shall be amended to include the Additional Lots as both “Phase 2 Lots” and “Buildable Lots”

3.1.3 Incorporation into Phase 2 Development. The Additional Lots shall be

incorporated into and considered part of Phase 2 of the development of the plat of PELTIER RESERVE, and Developer shall pay the additional development-related fees listed below related to the Additional Lots.

3.1.4 Payment of Development Related Fees for Additional Lots.

- a. Prior to release of the Plat of PELTIER RESERVE 3RD ADDITION for recording, Developer shall pay to the City the following development-related fees for the Additional Lots:

Sanitary Sewer Plat Connection Fee: \$ _____
Water Plat Connection Fee: \$ _____
Storm Water Utility Plat Connection Fee: \$ _____
Park Dedication Fee: \$ _____

Total Due Before Release of Plat: \$ _____

- b. Prior to issuance of any building permit for the Additional Lots, the Developer shall pay to the City the following development-related fees for the Additional Lots:

Sewer Connection Fee: \$ _____
Sewer Core Connection Fee: \$ _____
Water Connection Fee: \$ _____
Water Treatment Plant Fee: \$ _____
Water Core Connection Fee: \$ _____

Total Due Before Issuance of Building Permit: \$ _____

All fees above are shown at the current rates; actual fees shall be paid based on the fee schedule and fee amounts in effect at the time of payment. In addition to the above, Developer shall also pay all required MCES and City SAC and WAC fees prior to issuance of any building permit.

3.1.5 Additional Lots to be Incorporated Into Homeowners Association. Prior to issuance of a building permit for the Additional Lots, the existing Declaration of Covenants, Conditions and Restrictions for the Peltier Reserve Homeowners Association, Inc., (the “Declaration”) shall be amended to incorporate the Additional Lots into the Peltier Reserve Homeowners Association. The amendment shall add the Additional Lots within the definition of a “Lot” and the “Property” for purposes of the Declaration, and make such additional amendments to the Declaration as may be required to fully incorporate the Additional Lots into the Association and to reflect the status of all existing agreements identified within Section 6 of the Declaration, and the amendment shall be recorded against the Property, including the Additional Lots.

3.1.6 Amendment to Existing Agreements. Prior to issuance of a building permit for any of the Additional Lots, Developer shall cause this Amendment No. 4 to be recorded against the Property within the Plat of Peltier Reserve, including the Additional Lots. Additionally, the Additional Lots shall be added into the definition of Residential Lots in the various agreements listed below through the execution of an amendment to the agreements by all original parties to

the agreements. The amendments shall be executed by the City, Developer, and where the Peltier Reserve Homeowners Association, Inc., is a party to the existing agreement, the Homeowners Association shall also sign the amendment. The amendments shall be recorded with the Dakota County Recorder's Office prior to issuance of a building permit for any of the Additional Lots. The list of agreements required to be amended are as follows:

1. Stormwater Facilities Maintenance Agreement Relating to the Plat of Peltier Reserve dated October 1, 2021 and recorded on 11/17/2021 as Document No. 3506031 with the Dakota County Recorder's Office, as amended by that Amendment to Storm Water Facilities Maintenance Agreement Relating to the Plat of Peltier Reserve, Dakota County, Minnesota dated March 17, 2025 and recorded on March 21, 2025 as Document No. 3668931 with the Dakota County Recorder's Office.
2. Irrigation Facilities Maintenance Agreement for Plat of Peltier Reserve dated October 1, 2021 and recorded on November 17, 2022 as Document No. 3506032 in the Dakota County Recorder's Office, as amended by that Amendment to Irrigation Facilities Maintenance Agreement for Plat of Peltier Reserve, Dakota County, Minnesota, dated March 17, 2025 and recorded on March 21, 2025, as Document No. 3668930 with the Dakota County Recorder's Office.
3. Retaining Wall Maintenance Agreement Relating to Outlot G and Outlot L, Plat of Peltier Reserve dated October 1, 2021 and recorded on November 17, 2021 as Document No. 3506035 in the Dakota County Recorder's Office, as amended by that Amendment to Retaining Wall Maintenance Agreement Relating to Outlot G and Outlot L, Peltier Reserve, Dakota County, Minnesota, dated March 17, 2025 and recorded on March 21, 2025 as Document No. 3668932 with the Dakota County Recorder's office.
4. Residential Street Light Agreement for Plat of Peltier Reserve, Dakota County, Minnesota dated October 1, 2021 and recorded on November 17, 2021 as Document No. 3506036 with the Dakota County Recorder's Office, as amended by that Amendment to Residential Street Light Agreement for Plat of Peltier Reserve, Dakota County, Minnesota, dated March 17, 2025 and recorded on March 21, 2025 as Document No. 3668929 with the Dakota County Recorder's Office.
5. Agreement Relating to Association Improvements Within City Easement on Outlot D, Peltier Reserve, Dakota County, Minnesota dated October 1, 2021 and recorded on November 17, 2021 as Document No. 3506041 with the Dakota County Recorder's Office, as amended by that Amendment to Agreement Relating to Association Improvements Within City Easement on Outlot D, Peltier Reserve, Dakota County, Minnesota, dated March 17, 2025 and recorded on

March 21, 2025 as Document No. 3668933 with the Dakota County Recorder's Office.

6. Monument Easement Agreement Relating to Association Improvements Within City Easement on Outlot B, Peltier Reserve, Dakota County, Minnesota dated October 1, 2021 and recorded on November 17, 2021 as Document No. 3506042 with the Dakota County Recorder's Office, as amended by that Amendment to Monument Easement Agreement Relating to Association Improvements Within City Easement on Outlot B, Peltier Reserve, Dakota County, Minnesota dated March 17, 2025, and recorded on March 21, 2025 as Document No. 3668934 with the Office of the Dakota County Recorder.
7. Agreement Relating to Association Improvements Within City Easement on Lot 1, Block 13, Peltier Reserve, Dakota County, Minnesota dated October 1, 2021 and recorded on November 17, 2021 as Document No. 3506043 with the Dakota County Recorder's Office, as amended by that Amendment to Agreement Relating to Association Improvements Within City Easement on Lot 1, Block 13, Peltier Reserve, Dakota County, Minnesota, dated March 17, 2025 and recorded on March 21, 2025 as Document No. 3668935 with the Dakota County Recorder's Office.

3.2 Superseding Terms. To the extent that dates, obligations, or other terms of this Amendment No. 3 conflict with any of the terms found in the existing Development Contract, the terms of this Amendment No. 4 shall control.

3.3 Continuing Effect. Except as amended by Section 3.1 hereof, all the other terms, provisions and conditions contained in the Development Contract shall remain in full force and effect and are not modified except as specifically amended herein.

ARTICLE 4 **MISCELLANEOUS**

4.1 Binding Agreement. The Parties mutually recognize and agree that all terms and conditions of this recordable Amendment No. 4 shall run with the property within the Plat (as defined in the Development Contract for Peltier Reserve) and shall be binding upon the Parties and the successors and assigns of the Parties.

4.2 Governing Law. This Amendment No. 4 shall be governed by and construed in accordance with the laws of the State of Minnesota.

4.3 Counterparts. This Amendment No. 4 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.

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

IN WITNESS WHEREOF, City and Developer have executed this Amendment on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

**DEVELOPER
BUILDERS LOT GROUP, LLC**

By: _____
Melvin Brown Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven D. Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared Melvin Brown Moore and Steven D. Soltau, to me personally known, who being by me duly sworn, did say that they are respectively the Chief Executive Officer and Co-Chief Manager and Chief Financial Officer and Co-Chief Manager of Builders Lot Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed by Melvin Brown Moore and Steven D. Soltau on behalf of Builders Lot Group, LLC by authority of the Board of Governors of Builders Lot Group, LLC.

Notary Public

This instrument was drafted by and after recording return to:

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

**SECOND AMENDMENT TO STORM WATER FACILITIES
MAINTENANCE AGREEMENT RELATING
TO THE PLAT OF PELTIER RESERVE, DAKOTA COUNTY, MINNESOTA**

THIS SECOND AMENDMENT TO STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO THE PLAT OF PELTIER RESERVE (Second Amendment) is made, entered into and effective this _____ day of _____, 2025, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Builders Lot Group, LLC, a Minnesota limited liability company (hereafter referred to as Developer) and Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation (hereinafter referred to as the “Association”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, and recitals of the Parties herein contained, the Parties do hereby agree as follows:

WHEREAS, the Parties hereto have agreed and desire to amend that STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO THE PLAT OF PELTIER RESERVE which has been recorded with the Dakota County Recorder as Document Number 3506031, as amended by that Amendment to Storm Water Facilities Maintenance Agreement Relating to the Plat of Peltier Reserve, Dakota County, Minnesota dated March 17, 2025 and recorded on March 21, 2025 as Document No. 3668931 with the Dakota County Recorder’s Office (together the “Agreement”).

NOW THEREFORE, the Parties agree as follows:

1. **Amendment of Exhibit A.** Exhibit A of the Agreement is amended to add Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE THIRD ADDITION to the legal description of the “Residential Lots” for purposes of the Agreement.
2. **Binding Agreement.** The Parties mutually recognize and agree that all terms and conditions of this recordable Second Amendment shall run with the property within the Plat of Peltier Reserve and the property within the Plat of Peltier Reserve Third Addition and shall be binding upon the Parties and the successors and assigns of the Parties.

3. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.
4. **Counterparts.** This Second Amendment 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.
5. **Continuing Enforceability.** Notwithstanding any provisions contained herein, except a specifically modified herein, all other terms and conditions of the Agreement shall remain unchanged.
6. **Recording.** This Second Amendment shall be recorded against that real property listed on the attached **Exhibit A**.

The remainder of this page has been intentionally left blank

IN WITNESS WHEREOF, City, Developer and Association have executed this Second Amendment on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

**DEVELOPER
BUILDERS LOT GROUP, LLC**

By: _____
Melvin Brown Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven D. Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared Melvin Brown Moore and Steven Soltau, to me personally known, who being by me duly sworn, did say that they are respectively the Chief Executive Officer and Co-Chief Manager and Chief Financial Officer and Co-Chief Manager of Builders Lot Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed by Melvin L. Moore and Steven Soltau on behalf of Builders Lot Group, LLC by authority of the Board of Governors of Builders Lot Group, LLC.

Notary Public

**ASSOCIATION
PELTIER RESERVE HOMEOWNERS ASSOCIATION, INC.**

By: _____
Melvin Brown Moore
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared Melvin Brown Moore, to me personally known, who being by me duly sworn, did say that he is the President of Peltier Reserve Homeowners Association, Inc. a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Peltier Reserve Homeowners Association, Inc. by authority of the Board of Directors of said non-profit corporation, and said Melvin Brown Moore acknowledged said instrument to be the free act and deed of Peltier Reserve Homeowners Association, Inc.

Notary Public

This Instrument Was Drafted By:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245

EXHIBIT A
REAL PROPERTY

The following real property located in Dakota County, Minnesota legally described as:

Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE 3RD ADDITION,
Dakota County Minnesota.

And:

Lots 1 through 22, Block 1, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 22, Block 2, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 11, Block 3, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 4, Block 4, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 10, Block 5, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 7, Block 6, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 12, Block 7, Peltier Reserve, Dakota County, Minnesota
Lots 1 and 2, Block 9, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 11, Block 10, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 8, Block 11, Peltier Reserve, Dakota County, Minnesota
Lots 4 through 14, Block 12, Peltier Reserve, Dakota County, Minnesota

**SECOND AMENDMENT TO IRRIGATION FACILITIES
MAINTENANCE AGREEMENT FOR PLAT OF PELTIER RESERVE, DAKOTA
COUNTY, MINNESOTA**

THIS SECOND AMENDMENT TO IRRIGATION FACILITIES MAINTENANCE AGREEMENT FOR PLAT OF PELTIER RESERVE, DAKOTA COUNTY, MINNESOTA (Second Amendment) is made, entered into and effective this _____ day of _____, 2025, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Builders Lot Group, LLC, a Minnesota limited liability company (referred to as “Landowner” in the Agreement and hereafter referred to as “Developer”) and Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as “Association”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, and recitals of the Parties herein contained, the Parties do hereby agree as follows:

WHEREAS, the Parties hereto have agreed and desire to amend that IRRIGATION MAINTENANCE FACILITIES AGREEMENT FOR PLAT OF PELTIER RESERVE, DAKOTA COUNTY, MINNESOTA which has been recorded with the Dakota County Recorder as Document Number 3506032, as amended by that Amendment to Irrigation Facilities Maintenance Agreement for Plat of Peltier Reserve, Dakota County, Minnesota, dated March 17, 2025 and recorded on March 21, 2025, as Document No. 3668930 with the Dakota County Recorder’s Office (together the “Agreement”).

NOW THEREFORE, the Parties agree as follows:

1. **Amendment of Description of Residential Lots.** Exhibit B of the Agreement is hereby amended to add Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE 3RD ADDITION to Exhibit B, the Legal Description of Residential Lots.
2. **Binding Agreement.** The Parties mutually recognize and agree that all terms and conditions of this recordable Second Amendment shall run with the property within the plat of Peltier Reserve and the Plat of Peltier Reserve 3rd Addition and shall be binding upon the Parties and the successors and assigns of the Parties.

3. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.
4. **Counterparts.** This Second Amendment 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.
5. **Continuing Enforceability.** Notwithstanding any provisions contained herein, except a specifically modified herein, all other terms and conditions of the Agreement shall remain unchanged.
6. **Recording.** This Second Amendment shall be recorded against that real property listed on the attached **Exhibit A**.

The remainder of this page has been intentionally left blank

IN WITNESS WHEREOF, City, Developer and Association have executed this Amendment on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

**DEVELOPER
BUILDERS LOT GROUP, LLC**

By: _____
Melvin Brown Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven D. Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF _____)
)
COUNTY OF _____) SS.

On this _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Melvin Brown Moore and Steven D. Soltau, to me personally known, who being by me duly sworn, did say that they are respectively the Chief Executive Officer and Co-Chief Manager and Chief Financial Officer and Co-Chief Manager of Builders Lot Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed by Melvin Brown Moore and Steven D. Soltau on behalf of Builders Lot Group, LLC by authority of the Board of Governors of Builders Lot Group, LLC.

Notary Public

**ASSOCIATION
PELTIER RESERVE HOMEOWNERS ASSOCIATION, INC.**

By: _____
Melvin Brown Moore
Its President

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared Melvin Brown Moore, to me personally known, who being by me duly sworn, did say that he is the President of Peltier Reserve Homeowners Association, Inc. a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Peltier Reserve Homeowners Association, Inc. by authority of the Board of Directors of said non-profit corporation, and said Melvin Brown Moore acknowledged said instrument to be the free act and deed of Peltier Reserve Homeowners Association, Inc.

Notary Public

This Instrument Was Drafted By:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245

EXHIBIT A
REAL PROPERTY

The following real property located in Dakota County, Minnesota legally described as:

Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE 3RD ADDITION,
Dakota County Minnesota.

And:

Lots 1 through 22, Block 1, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 22, Block 2, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 11, Block 3, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 4, Block 4, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 10, Block 5, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 7, Block 6, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 12, Block 7, Peltier Reserve, Dakota County, Minnesota
Lots 1 and 2, Block 9, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 11, Block 10, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 8, Block 11, Peltier Reserve, Dakota County, Minnesota
Lots 4 through 14, Block 12, Peltier Reserve, Dakota County, Minnesota

SECOND AMENDMENT TO RETAINING WALL MAINTENANCE AGREEMENT
RELATING TO OUTLOT G AND OUTLOT L, PELTIER RESERVE,
DAKOTA COUNTY, MINNESOTA

THIS AMENDMENT TO RETAINING WALL MAINTENANCE AGREEMENT RELATING TO OUTLOT G AND OUTLOT L, PELTIER RESERVE, DAKOTA COUNTY, MINNESOTA (Second Amendment) is made, entered into and effective this _____ day of _____, 2025, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Builders Lot Group, LLC, a Minnesota limited liability company (referred to as “Landowner” in the Agreement and hereafter referred to as “Developer”), and the Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as “Association”) Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, and recitals of the Parties herein contained, the Parties do hereby agree as follows:

WHEREAS, the Parties hereto have agreed and desire to amend that RETAINING WALL MAINTENANCE AGREEMENT RELATING TO OUTLOT G AND OUTLOT L, DAKOTA COUNTY MINNESOTA, which has been recorded with the Dakota County Recorder as Document Number 3506035, as amended by that Amendment to Retaining Wall Maintenance Agreement Relating to Outlot G and Outlot L, Peltier Reserve, Dakota County, Minnesota, dated March 17, 2025 and recorded on March 21, 2025 as Document No. 3668932 with the Dakota County Recorder’s office (together the “Agreement”).

NOW THEREFORE, the Parties agree as follows:

1. **Amendment of Description of Residential Lots.** Exhibit A of the Agreement is hereby amended to add Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE 3RD ADDITION to the Legal Description of Residential Lots.
2. **Binding Agreement.** The Parties mutually recognize and agree that all terms and conditions of this recordable Amendment shall run with the property within the Plat of Peltier Reserve and the Plat of Peltier Reserve 3rd Addition and shall be binding upon the Parties and the successors and assigns of the Parties.

3. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.
4. **Counterparts.** This Second Amendment 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.
5. **Continuing Enforceability.** Notwithstanding any provisions contained herein, except a specifically modified herein, all other terms and conditions of the Agreement shall remain unchanged.
6. **Recording.** This Second Amendment shall be recorded against that real property listed on the attached **Exhibit A**.

The remainder of this page has been intentionally left blank

IN WITNESS WHEREOF, City, Developer and Association have executed this Amendment on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

**DEVELOPER
BUILDERS LOT GROUP, LLC**

By: _____
Melvin Brown Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven D. Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared Melvin Brown Moore and Steven D. Soltau, to me personally known, who being by me duly sworn, did say that they are respectively the Chief Executive Officer and Co-Chief Manager and Chief Financial Officer and Co-Chief Manager of Builders Lot Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed by Melvin Brown Moore and Steven D. Soltau on behalf of Builders Lot Group, LLC by authority of the Board of Governors of Builders Lot Group, LLC.

Notary Public

**ASSOCIATION
PELTIER RESERVE HOMEOWNERS ASSOCIATION, INC.**

By: _____
Melvin Brown Moore
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared Melvin Brown Moore, to me personally known, who being by me duly sworn, did say that he is the President of Peltier Reserve Homeowners Association, Inc. a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Peltier Reserve Homeowners Association, Inc. by authority of the Board of Directors of said non-profit corporation, and said Melvin Brown Moore acknowledged said instrument to be the free act and deed of Peltier Reserve Homeowners Association, Inc.

Notary Public

This Instrument Was Drafted By:

Kennedy & Graven, Chartered
Bridget M. Nason, # 0347322
Fifth Street Towers
150 South Fifth Street
Suite 700
Minneapolis, MN 55402

EXHIBIT A
REAL PROPERTY

The following real property located in Dakota County, Minnesota legally described as:

Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE 3RD ADDITION,
Dakota County Minnesota.

And:

Lots 1 through 22, Block 1, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 22, Block 2, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 11, Block 3, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 4, Block 4, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 10, Block 5, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 7, Block 6, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 12, Block 7, Peltier Reserve, Dakota County, Minnesota
Lots 1 and 2, Block 9, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 11, Block 10, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 8, Block 11, Peltier Reserve, Dakota County, Minnesota
Lots 4 through 14, Block 12, Peltier Reserve, Dakota County, Minnesota

**SECOND AMENDMENT TO RESIDENTIAL STREET
LIGHT AGREEMENT FOR PLAT OF PELTIER RESERVE,
DAKOTA COUNTY, MINNESOTA**

THIS SECOND AMENDMENT TO RESIDENTIAL STREET LIGHT AGREEMENT FOR PLAT OF PELTIER RESERVE, DAKOTA COUNTY, MINNESOTA (Second Amendment) is made, entered into and effective this _____ day of _____, 2025, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Builders Lot Group, LLC, a Minnesota limited liability company (referred to as “Landowner” in the Agreement, and hereafter referred to as “Developer”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, and recitals of the Parties herein contained, the Parties do hereby agree as follows:

WHEREAS, the Parties hereto have agreed and desire to amend that RESIDENTIAL STREET LIGHT AGREEMENT FOR THE PLAT OF PELTIER RESERVE which has been recorded with the Dakota County Recorder as Document Number 3506036, as amended by that Amendment to Residential Street Light Agreement for Plat of Peltier Reserve Dakota County Minnesota dated March 17, 2025 and recorded on March 21, 2025 as Document No. 3668929 with the Dakota County Recorder (together the “Agreement”).

NOW THEREFORE, the Parties agree as follows:

1. **Amendment of Description of Residential Lots.** Exhibit A of the Agreement is hereby amended to add Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE 3RD ADDITION to the legal description of the “Residential Lots” for purposes of this Agreement.
2. **Binding Agreement.** The Parties mutually recognize and agree that all terms and conditions of this recordable Amendment shall run with the property within the Plat of Peltier Reserve and the Plat of Peltier Reserve 3rd Addition and shall be binding upon the Parties and the successors and assigns of the Parties.

3. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.
4. **Counterparts.** This Second Amendment 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.
5. **Continuing Enforceability.** Notwithstanding any provisions contained herein, except a specifically modified herein, all other terms and conditions of the Agreement shall remain unchanged.
6. **Recording.** This Second Amendment shall be recorded against that real property listed on the attached **Exhibit A**.

The remainder of this page has been intentionally left blank

IN WITNESS WHEREOF, City and Developer have executed this Amendment on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

**DEVELOPER
BUILDERS LOT GROUP, LLC**

By: _____
Melvin Brown Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven D. Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared Melvin Brown Moore and Steven D. Soltau, to me personally known, who being by me duly sworn, did say that they are respectively the Chief Executive Officer and Co-Chief Manager and Chief Financial Officer and Co-Chief Manager of Builders Lot Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed by Melvin Brown Moore and Steven D. Soltau on behalf of Builders Lot Group, LLC by authority of the Board of Governors of Builders Lot Group, LLC.

Notary Public

This Instrument Was Drafted By:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245

EXHIBIT A
REAL PROPERTY

The following real property located in Dakota County, Minnesota legally described as:

Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE 3RD ADDITION,
Dakota County Minnesota.

And:

Lots 1 through 22, Block 1, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 22, Block 2, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 11, Block 3, Peltier Reserve, Dakota County, Minnesota
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Lots 1 through 12, Block 7, Peltier Reserve, Dakota County, Minnesota
Lots 1 and 2, Block 9, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 11, Block 10, Peltier Reserve, Dakota County, Minnesota
Lots 1 through 8, Block 11, Peltier Reserve, Dakota County, Minnesota
Lots 4 through 14, Block 12, Peltier Reserve, Dakota County, Minnesota

**SECOND AMENDMENT TO AGREEMENT RELATING TO ASSOCIATION
IMPROVEMENTS WITHIN CITY EASEMENT ON OUTLOT D, PELTIER RESERVE,
DAKOTA COUNTY, MINNESOTA**

THIS SECOND AMENDMENT TO AGREEMENT RELATING TO ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT ON OUTLOT D, PELTIER RESERVE, DAKOTA COUNTY, MINNESOTA (Second Amendment) is made, entered into and effective this _____ day of _____, 2025, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Builders Lot Group, LLC, a Minnesota limited liability company (referred to in the Agreement as Landowner and hereafter referred to as “Developer”), and the Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as “Association”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, and recitals of the Parties herein contained, the Parties do hereby agree as follows:

WHEREAS, the Parties hereto have agreed and desire to amend that AGREEMENT RELATING TO ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT ON OUTLOT D, PELTIER RESERVE, DAKOTA COUNTY MINNESOTA, which has been recorded with the Dakota County Recorder as Document Number 3506041, as amended by the Amendment to Agreement Relating to Association Improvements Within City Easement on Outlot D, Peltier Reserve, Dakota County Minnesota, dated March 17, 2025 and recorded on March 21, 2025 as Document No. 3668933 with the Dakota County Recorder (together the “Agreement”).

NOW THEREFORE, the Parties agree as follows:

1. **Amendment of Description of Residential Lots.** Exhibit A of the Agreement is amended to add Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE THIRD ADDITION to the legal description of the “Residential Lots” for purposes of the Agreement.

2. **Binding Agreement.** The Parties mutually recognize and agree that all terms and conditions of this recordable Amendment shall run with the property within the Plat of Peltier Reserve and the Plat of Peltier Reserve 3rd Addition and shall be binding upon the Parties and the successors and assigns of the Parties.
3. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.
4. **Counterparts.** This Second Amendment 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.
5. **Continuing Enforceability.** Notwithstanding any provisions contained herein, except a specifically modified herein, all other terms and conditions of the Agreement shall remain unchanged.
6. **Recording.** This Second Amendment shall be recorded against that real property listed on the attached **Exhibit A**.

The remainder of this page has been intentionally left blank

IN WITNESS WHEREOF, City, Developer and Association have executed this Amendment on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

**DEVELOPER
BUILDERS LOT GROUP, LLC**

By: _____
Melvin Brown Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven D. Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared Melvin Brown Moore and Steven D. Soltau, to me personally known, who being by me duly sworn, did say that they are respectively the Chief Executive Officer and Co-Chief Manager and Chief Financial Officer and Co-Chief Manager of Builders Lot Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed by Melvin Brown Moore and Steven D. Soltau on behalf of Builders Lot Group, LLC by authority of the Board of Governors of Builders Lot Group, LLC.

Notary Public

**ASSOCIATION
PELTIER RESERVE HOMEOWNERS ASSOCIATION, INC.**

By: _____
Melvin Brown Moore
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared Melvin Brown Moore, to me personally known, who being by me duly sworn, did say that he is the President of Peltier Reserve Homeowners Association, Inc. a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Peltier Reserve Homeowners Association, Inc. by authority of the Board of Directors of said non-profit corporation, and said Melvin Brown Moore acknowledged said instrument to be the free act and deed of Peltier Reserve Homeowners Association, Inc.

Notary Public

This Instrument Was Drafted By:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245

EXHIBIT A
REAL PROPERTY

The following real property located in Dakota County, Minnesota legally described as:

Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE 3RD ADDITION,
Dakota County Minnesota.

And:

Lots 1 through 22, Block 1, Peltier Reserve, Dakota County, Minnesota
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Lots 1 through 8, Block 11, Peltier Reserve, Dakota County, Minnesota
Lots 4 through 14, Block 12, Peltier Reserve, Dakota County, Minnesota

**SECOND AMENDMENT TO MONUMENT EASEMENT AGREEMENT RELATING
TO ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT ON OUTLOT B,
PELTIER RESERVE,
DAKOTA COUNTY, MINNESOTA**

THIS SECOND AMENDMENT TO MONUMENT EASEMENT AGREEMENT RELATING TO ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT ON OUTLOT B, PELTIER RESERVE, DAKOTA COUNTY, MINNESOTA (Second Amendment) is made, entered into and effective this _____ day of _____, 2025, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Builders Lot Group, LLC, a Minnesota limited liability company (referred to as “Landowner” in the Agreement and hereafter referred to as Developer), and the Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as “Association”) Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, and recitals of the Parties herein contained, the Parties do hereby agree as follows:

WHEREAS, the Parties hereto have agreed and desire to amend that MONUMENT EASEMENT AGREEMENT RELATING TO ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT ON OUTLOT B PELTIER RESERVE, DAKOTA COUNTY MINNESOTA, which has been recorded with the Dakota County Recorder as Document Number 3506042, as amended by that AMENDMENT MONUMENT EASEMENT AGREEMENT RELATING TO ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT ON OUTLOT B PELTIER RESERVE, DAKOTA COUNTY MINNESOTA dated March 17, 2025, and recorded on March 21, 2025 as Document No. 3668934 with the Dakota County Recorder (together the “Agreement”).

NOW THEREFORE, the Parties agree as follows:

1. **Amendment of Legal Description of Residential Lots.** Exhibit C of the Agreement is hereby amended to amended to add Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE THIRD ADDITION to the legal description of the “Residential Lots” for purposes of the Agreement.

2. **Binding Agreement.** The Parties mutually recognize and agree that all terms and conditions of this recordable Second Amendment shall run with the property within the Plat of Peltier Reserve and within the Plat of Peltier Reserved 3rd Addition and shall be binding upon the Parties and the successors and assigns of the Parties.
3. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.
4. **Counterparts.** This Second Amendment 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.
5. **Continuing Enforceability.** Notwithstanding any provisions contained herein, except a specifically modified herein, all other terms and conditions of the Agreement shall remain unchanged.
6. **Recording.** This Second Amendment shall be recorded against that real property listed on the attached **Exhibit A**.

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IN WITNESS WHEREOF, City, Developer and Association have executed this Amendment on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

**DEVELOPER
BUILDERS LOT GROUP, LLC**

By: _____
Melvin Brown Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven D. Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared Melvin Brown Moore and Steven D. Soltau, to me personally known, who being by me duly sworn, did say that they are respectively the Chief Executive Officer and Co-Chief Manager and Chief Financial Officer and Co-Chief Manager of Builders Lot Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed by Melvin Brown Moore and Steven D. Soltau on behalf of Builders Lot Group, LLC by authority of the Board of Governors of Builders Lot Group, LLC.

Notary Public

**ASSOCIATION
PELTIER RESERVE HOMEOWNERS ASSOCIATION, INC.**

By: _____
Melvin Brown Moore
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2025 before me a Notary Public within and for said County, personally appeared Melvin Brown Moore, to me personally known, who being by me duly sworn, did say that he is the President of Peltier Reserve Homeowners Association, Inc. a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Peltier Reserve Homeowners Association, Inc. by authority of the Board of Directors of said non-profit corporation, and said Melvin Brown Moore acknowledged said instrument to be the free act and deed of Peltier Reserve Homeowners Association, Inc.

Notary Public

This Instrument Was Drafted By:
Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245

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Dakota County Minnesota.

And:

Lots 1 through 22, Block 1, Peltier Reserve, Dakota County, Minnesota
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Lots 4 through 14, Block 12, Peltier Reserve, Dakota County, Minnesota

**SECOND AMENDMENT TO AGREEMENT RELATING TO ASSOCIATION
IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 13, PELTIER
RESERVE,
DAKOTA COUNTY, MINNESOTA**

THIS SECOND AMENDMENT TO AGREEMENT RELATING TO ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 13, PELTIER RESERVE, DAKOTA COUNTY, MINNESOTA (Second Amendment) is made, entered into and effective this _____ day of _____, 2025, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Builders Lot Group, LLC, a Minnesota limited liability company (referred to as Landowner in the Agreement and hereafter referred to as Developer), and the Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as “Association”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, and recitals of the Parties herein contained, the Parties do hereby agree as follows:

WHEREAS, the Parties hereto have agreed and desire to amend that AGREEMENT RELATING TO ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 13, PELTIER RESERVE, DAKOTA COUNTY MINNESOTA, which has been recorded with the Dakota County Recorder as Document Number 3506043, as amended by that AMENDMENT TO AGREEMENT RELATING TO ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 13, PELTIER RESERVE, DAKOTA COUNTY MINNESOTA dated March 17, 2025 and recorded as Document No. 3668935 with the Dakota County Recorder (together the “Agreement”).

NOW THEREFORE, the Parties agree as follows:

1. **Amendment of Description of Residential Lots.** Exhibit C of the Agreement is hereby amended to add Lot 1, Block 1 and Lot 2, Block 1, PELTIER RESERVE THIRD ADDITION to the legal description of the “Residential Lots” for purposes of the Agreement.

2. **Binding Agreement.** The Parties mutually recognize and agree that all terms and conditions of this recordable Second Amendment shall run with the property within the Plat of Peltier Reserve and the Plat of Peltier Reserve Third Addition and shall be binding upon the Parties and the successors and assigns of the Parties.
3. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.
4. **Counterparts.** This Second Amendment 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.
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CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
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**DEVELOPER
BUILDERS LOT GROUP, LLC**

By: _____
Melvin Brown Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven D. Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF _____)
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Notary Public

**ASSOCIATION
PELTIER RESERVE HOMEOWNERS ASSOCIATION, INC.**

By: _____
Melvin Brown Moore
Its President

STATE OF _____)
)
COUNTY OF _____) ss.

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Notary Public

This Instrument Was Drafted By:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245

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REAL PROPERTY

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Dakota County Minnesota.

And:

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Lots 1 through 8, Block 11, Peltier Reserve, Dakota County, Minnesota
Lots 4 through 14, Block 12, Peltier Reserve, Dakota County, Minnesota



Request for Council Action

SUBJECT: **Bond Capital Improvement Plan for New Central Maintenance Facility**

MEETING DATE: July 28, 2025

ITEM TYPE: Public Hearing

CONTACT: Amy Hove, Finance Director, 651.450.2521
 Brian Connolly, Public Works Director, 651.450.2571
 Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to conduct a public hearing in order to receive public comment on the City's intent to issue General Obligation Capital Improvement Bonds to fund the construction of a new Central Maintenance Facility. Following the public hearing, the Council is asked to adopt the attached Bond Capital Improvement Plan for 2025-2029.

BACKGROUND

At its April 14, 2025 meeting, the Council accepted the final report on the Central Maintenance Facility Needs Assessment and Site Plan Study and directed staff to negotiate contracts for final design and construction management services. Those contracts were subsequently approved at the Council's June 9, 2025 meeting.

Funding options for the project, and the potential impacts of issuing bonds, were discussed with the Council as part of the presentation of the draft Needs Assessment and Site Planning Study at the February 24, 2025 Council meeting, and in an addendum to the final report as adopted at the April 14, 2025 Council meeting. Given its estimated cost, the recommendation was to consider issuing General Obligation (G.O.) Bonds under a Capital Improvement Plan (Bond CIP). Minnesota Statute 475.521 allows cities to issue tax-exempt GO bonds without a voter referendum for specific improvements, such as the project being proposed. However, before issuing CIP bonds, the Council must hold a public hearing to obtain public comment on the matter and the action is subject to a reverse referendum, as outlined later in this memo.

At its June 23, 2025 meeting, the Council called for a public hearing on July 28, 2025 to discuss the proposed Bond CIP and receive public comment. Notice of this meeting and request for public comment was published in the Pioneer Press on Sunday, July 6 and was featured on the front page of the Summer 2025 edition of the City's *Insights* newsletter, which was mailed to all addresses in Inver Grove Heights in early July.

About the Project

The proposed Bond CIP contains a single project - the construction of a new Central Maintenance Facility. This project is proposed to be constructed on the site of the current Central Maintenance Facility, at 8168 Barbara Ave, and on adjacent land already owned by the City immediately to the south of the current site. The proposed project is expected to consist of multiple structures, including

a new primary building to house offices, work spaces, mechanics' bays and temperature-controlled storage, as well as a new fuel island, storage for road salt and other materials, and possible modification of one of the existing facilities to serve as unconditioned/cold storage. Expansions and modifications to parking lots, driveways, and security features are also expected to be part of the project, along with landscaping, stormwater management and other site work.

At this time, the architectural design of the building is just beginning and is expected to continue until approximately November of this year. Bidding of the project is anticipated to take place in early spring of 2026, followed by the start of construction in approximately May of 2026.

Next Steps

After conducting the public hearing, the Council is asked to consider adoption of the attached 2025-2029 Bond Capital Improvement Plan to fund construction of a new Central Maintenance Facility. Approval requires a simple majority vote of the Council (3/5).

The following are important to note about this action:

- Adoption of the Bond CIP authorizes the City to issue the bonds, but does not require it. The City Council will continue to have oversight over the development of the proposed facility and is the only body that can authorize the actual issuance of debt on behalf of the City.
- Adoption of the Bond CIP authorizes the issuance of bonds *up to* the stated amount, which in this case is \$58,000,000, but does not require the issuance of that much. As design and bidding of the project continues, if the Council wishes to borrow less money for its construction, it can direct the issuance of bonds in a lower amount.
- The Bond CIP proposes the issuance of \$29 million in bonds in 2026 and \$29 million in 2027, but those years may shift as the project progresses, as long as any bonds are issued within the overall timeframe of the Bond CIP, which is 2025 to 2029.

If the Bond CIP is approved, the matter is subject to a 30-day reverse referendum period. This means that if, within 30 days of the July 28 public hearing on the Bond CIP, the City receives a petition containing the signatures of registered voters, equivalent to 5% of the number of votes cast in the last general election, then the question must be put to the voters in an election. At the last general election (2024), the number of votes cast was 20,985, so 5% of that figure would equate to 1,050 signatures. If the public hearing is held, the Bond CIP is adopted by Council, and no petition is filed within 30 days, the City has 5 years to issue GO bonds to fund the projects listed in the Bond CIP. In this case, just one project is listed - the new Central Maintenance Facility.

At the start of the public hearing, staff will provide a presentation outlining the proposed project, funding mechanism, and estimated property tax impacts. Ehlers, the city's financial advisor, will also be present at the Council meeting to assist with any questions.

FISCAL IMPACT

The issuance of bonds to finance the construction of a new Central Maintenance Facility will result in an increase to the city's property tax levy. More detail on the estimated impacts will be provided during the presentation at the meeting.

RECOMMENDATION

Following the public hearing, staff recommends adoption of the attached Resolution, approving the attached Bond Capital Improvement Plan for 2025-2029.

ATTACHMENTS

1. Resolution Approving Bond CIP
2. Bond Capital Improvement Plan (Bond CIP)
3. Public Comment Received (7.21.2025 email from D. Gaetke)

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Inver Grove Heights, Minnesota, was duly held in the City Hall in said City on July 28, 2025, commencing at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CAPITAL IMPROVEMENT PLAN; APPROVING THE
ISSUANCE AND SALE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT
PLAN BONDS, SERIES 2025A, IN THE AGGREGATE PRINCIPAL AMOUNT NOT
TO EXCEED \$58,000,000; AND TAKING OTHER ACTIONS WITH RESPECT
THERE TO**

BE IT RESOLVED By the City Council ("Council") of the City of Inver Grove Heights, Minnesota (the "City"), as follows:

1. Background; Findings; Plan Approval; Authorization.

(a) The City is authorized under Minnesota Statutes, Chapter 475, as amended (the "Act"), including Minnesota Statutes, Section 475.521, as amended ("Section 475.521") to prepare a capital improvement plan and carry out programs for financing certain capital improvements, and to issue general obligation bonds to finance the cost of capital improvements described in the plan

(b) Pursuant to Section 475.521, the City has caused a five-year capital improvement plan (the "Plan") to be prepared which describes certain capital improvements in the City for the years 2025 through 2029, including the construction of a new central maintenance facility in the City (collectively, the "Project").

(c) Before the approval of the Plan and issuance of any general obligation bonds under the Act, the City is required to hold a public hearing on the Plan and issuance of the bonds.

(d) On this date, the Council held a public hearing on the Plan and the issuance of the bonds, after publication in the City's official newspaper of a notice of public hearing at least 14 days but no more than 28 days before the date of the public hearing.

(e) The Council finds that the Project set forth in the Plan will serve the interests of the City as a whole.

(f) The Plan is approved in the form on file in City Hall.

(g) Pursuant to Minnesota Statutes, Section 462.356, subd. 2, the Council, by at least two-thirds vote of all of its members, finds that the Plan and the Project to be financed with the bonds do not impact and do not have a relationship to the City's comprehensive plan; the Plan and the Project are consistent with the City's comprehensive plan; therefore, the Council dispenses with the requirements of Minnesota Statutes, Section 462.356, subd. 2 relating to planning commission review of the Plan and the Project.

(h) The Council hereby finds and determines that it is necessary and expedient to the sound financial management of the affairs of the City to provisionally authorize the issuance of capital improvement plan bonds (the "Bonds"), in one or more series, at one

time or from time to time, in the original aggregate principal amount not to exceed \$58,000,000, to finance the Project and related financing costs.

(i) If a valid petition requesting a vote on the issuance of the Bonds, signed by voters equal to 5% of the votes cast in the last municipal general election, is filed with the City Clerk within 30 days after the date of the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

2. Sale of Bonds. The City has retained Ehlers and Associates, Inc. (the "Municipal Advisor"), to serve as the City's independent municipal advisor with respect to the offer and sale of the Bonds and, therefore, is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale.

3. Authority of Municipal Advisor. The Municipal Advisor is authorized and directed to assist the City in the preparation and dissemination of a Preliminary Official Statement to be distributed to potential purchasers of the Bonds and to open, read, and tabulate the proposals for the purchase of the Bonds for presentation to the Council. The Municipal Advisor is further authorized and directed to assist the City in the award and sale of the Bonds on behalf of the City after receipt of written proposals and to assist the City in the preparation and dissemination of a final Official Statement with respect to the Bonds.

4. Acceptance of Proposal. The Council shall meet at the time specified in the Preliminary Official Statement or at such other time designated by the Council to receive and consider proposals for the purchase of the Bonds and take any other appropriate action with respect to the Bonds.

5. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, is authorized to act as bond counsel for the City ("Bond Counsel"), and to assist in the preparation and review of necessary documents, certificates, and instruments related to the Bonds. The officers, employees, and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

6. Reimbursement from Bond Proceeds. The City may incur certain expenditures that may be financed temporarily from sources other than the Bonds and reimbursed from the proceeds of the Bonds. Treasury Regulation § 1.150-2 (the "Reimbursement Regulations") provides that proceeds of tax-exempt bonds allocated to reimburse expenditures originally paid from a source other than the tax-exempt bonds will not be deemed expended unless certain requirements are met. In order to preserve its ability to reimburse certain costs from proceeds of the Bonds in accordance with the Reimbursement Regulations, the City hereby makes its declaration of official intent (the "Declaration") described below to reimburse certain costs

(a) Declaration of Intent. The City proposes to issue the Bonds to finance the costs of the Project. The City may reimburse original expenditures made for certain costs of the Project from the proceeds of the Bonds in an estimated principal amount of \$58,000,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

(b) Declaration Made Not Later Than 60 Days. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the Bonds, except for the following expenditures: (a) costs of issuance of the Bonds; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of the Bonds; or (c) "preliminary

expenditures” up to an amount not in excess of twenty (20) percent of the aggregate issue price of the Bonds that finance or are reasonably expected by the City to finance the Project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of the Project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

(c) Reasonable Expectations; Official Intent. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the Bonds described in Section 6(a), above, are consistent with the City’s budgetary and financial circumstances. No sources other than proceeds of the Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City’s budget or financial policies to pay such original expenditures. This Resolution is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor of the motion:

and the following voted against:

whereupon the resolution was declared duly passed and adopted July 28, 2025 by the City Council of Inver Grove Heights, MN.

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.
)
CITY OF INVER GROVE)
HEIGHTS)

I, the undersigned, being the duly qualified City Clerk of the City of Inver Grove Heights, Dakota County, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on July 28, 2025, with the original minutes on file in my office, and the extract is a full, true, and correct copy of the minutes insofar as they relate to they relate to authorizing the issuance of the City's general obligation improvement plan bonds in the aggregate principal amount not to exceed \$58,000,000.

WITNESS My hand officially as such City Clerk this _____ day of July, 2025.

Rebecca, Kiernan, City Clerk
City of Inver Grove Heights, Dakota County,
Minnesota

July 28, 2025

FIVE – YEAR CAPITAL IMPROVEMENT PLAN FOR ISSUANCE
OF GENERAL OBLIGATION CIP BONDS:

City of Inver Grove Heights, Minnesota

2025 - 2029



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113



BUILDING COMMUNITIES. IT'S WHAT WE DO.

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I. INTRODUCTION

In 2003, the Minnesota State Legislature adopted a statute (Section 475.521, referred to herein as the “CIP Act”) that allows cities to issue municipal bonds under a capital improvement plan without a referendum requirement (except for the so-called “reverse referendum” petition provision described below). The CIP Act applies to specific capital improvements for the purposes of city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality, as well as libraries and town halls to the meaning of a capital improvement under the CIP Act.

Throughout this plan, the term “Capital Improvement” refers only to those improvements identified in the CIP Act, as summarized above. Capital expenditures for other public improvements in the City of Inver Grove Heights, Minnesota (the “City”) will be funded through other means identified in the City’s regular capital improvement planning and budgeting processes and are not governed by this plan.

II. PURPOSE

A capital improvement (“Capital Improvement”) as defined in the CIP Act is a major expenditure of municipal funds for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, any of which have a useful life of 5 years or more. For the purposes of the CIP Act, Capital Improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than a city or town hall, or land for those facilities. A Capital Improvement Plan (“CIP”), as identified by the CIP Act, is a document designed to anticipate Capital Improvement expenditures over a five-year period so that they may be acquired, constructed and/or installed in a cost-effective and efficient manner. The CIP must set forth the estimated schedule, timing, and details of specific Capital Improvements by year, together with the estimated cost, need for improvement, and sources of revenue to pay for the improvement.

The City believes the capital improvement process is an important element of responsible fiscal management and annually adopts a comprehensive capital improvement plan for City-wide capital expenditures as part of its

budgeting process. That annual capital planning process is related to but distinct from this document which is the CIP as referenced in the CIP Act described above.

As potential expenditures are reviewed, the City considers the benefits, costs, alternatives and impact on operating expenditures. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. To offset financially difficult times, good planning is essential for the wise use of limited financial resources.

III. PLANNING PROCESS

As part of its budgeting process, the City Council annually reviews its capital expenditures according to their priority, fiscal impact, and available funding. The City identifies the specific capital expenditures to be undertaken within the next five years, and prepares a plan based on project priorities and available funding sources. In subsequent years, the process is repeated as expenditures are completed and new needs arise.

If the plan calls for the issuance of general obligation bonds to finance certain Capital Improvements (referred to herein as “CIP Bonds”), the City Council must follow an additional set of procedures. The City may adopt a CIP specifically for those Capital Improvements and address various factors identified within the CIP Act. This CIP, therefore, supplements the City’s established capital planning process.

The Council must hold a public hearing regarding the proposed issuance of the CIP Bonds to obtain public comment on the matter. Notice of the hearing must be published in the official newspaper of the City at least 10, but not more than 28 days prior to the date of the public hearing. In addition, the notice may be posted on the City’s official web site.

The Council must approve the sale of CIP Bonds by an affirmative vote of 3/5ths vote of its members(the Council being comprised of five (5) members). However, the issuance of CIP Bonds is also subject to a “reverse referendum” if a valid petition is signed by voters equal to at least five percent of the votes cast in the City in last general election and is filed with the City Clerk within 30 days after the public hearing regarding the

proposed issuance of the CIP Bonds, the CIP Bonds may not be issued under the CIP Act unless approved by a majority of voters voting on the question of issuing the obligations.

Further, the City may not issue bonds under the CIP Act if the maximum amount of principal and interest to become due in any year on all City CIP Bonds outstanding and proposed to be issued under the CIP Act will equal or exceed 0.16% of the estimated market value of property in the City, using the market value for the taxes-payable year in which the CIP Bonds are issued and sold.

After the CIP has been approved and the CIP Bonds have been authorized, the City works with its municipal advisor to prepare a bond sale and repayment schedule. Assuming no petition for a referendum is filed, the CIP Bonds are sold, and when proceeds from the sale of the bonds (and any other identified revenue sources) become available, prior qualifying expenditures for specified Capital Improvements can be reimbursed and new expenditures made.

IV. PROJECT SUMMARY

2025 Expenditures

The City will spend up to \$3 million for design and construction management services funded with existing project reserves.

2026 Expenditures

Construction of a new Central Maintenance Facility within the City, phase 1. The City proposes to finance the construction of the facility through issuance Capital Improvement Plan Bonds (referred to as “CIP Bonds”) under the CIP Act and this CIP. The CIP Bonds are anticipated to be issued in 2026, in a principal amount not to exceed \$29,000,000.

2027 Expenditures

Construction of a new Central Maintenance Facility within the City, phase 2. The City proposes to finance the construction of the facility through issuance Capital Improvement Plan Bonds (referred to as “CIP Bonds”) under the CIP Act and this CIP. The CIP Bonds are anticipated to be issued in 2027, in a principal amount not to exceed \$29,000,000.

2028 Expenditures

None contemplated at this time.

2029 Expenditures

None contemplated at this time.

The CIP Act requires the City Council to consider eight factors in preparing the CIP and authorizing the issuance of general obligation bonds to finance Capital Improvements thereunder:

1. the condition of the municipality's existing infrastructure, including the projected need for repair or replacement;
2. the likely demand for the improvement;
3. the estimated cost of the improvement;
4. the available public resources;
5. the level of overlapping debt in the municipality;
6. the relative benefits and costs of alternative uses of the funds;
7. operating costs of the proposed improvements; and
8. alternatives for providing services most efficiently through shared facilities with other municipalities or local government units.

The City has considered these eight factors as they relate to construction of the City Project and the issuance of the CIP Bonds. The findings are as follows.

Conditions of City Infrastructure and Need for the Project

The City hired Wold Architects and Engineers to conduct a space needs study. The study contained several options, sizes, and construction types to address the needs of the City and help determine the most cost-effective options for the City. The City Council ultimately decided on the option discussed in this CIP.

The City's existing maintenance facilities are past their useful life and no longer meet operational needs. The space provided in the existing facilities is not sufficient for the staff to complete tasks in a safe and efficient manner. These facts, combined with projected community growth, are driving the need for a new and expanded facility.

Demand for Project

The City has a responsibility to deliver services that provide for the safety, health, and welfare of residents and their property. To serve residents and to do their jobs efficiently and safely, City employees need adequate facilities. The City's existing maintenance facilities are deficient and unable to meet the current and future needs of the Public Works Department.

In considering the new facility, the City Council also recognizes that the demand for city services is expected to grow. Also, anticipated future development will place more pressure on municipal facilities. These factors create demand for larger and more functional space.

Estimated Cost of the Projects

The City Project is estimated to cost \$61,000,000 which includes all the costs of issuance, City's \$3,000,000 cash contribution, and any capitalized interest. Bonds issued under this CIP will not exceed a par amount of \$58,000,000.

Availability of Public Resources

The City will bring \$3,000,000 of existing fund balance to pay for the City Project. \$58,000,000 in CIP Bonds will fund the remainder of the project. Debt service will be paid with ad valorem taxes. However, the CIP Bonds will be additionally secured by the City's full faith and credit, which is expected to produce lower interest rates on the CIP Bonds compared to the limited, other options available to finance this type of project.

Level of Underlying Debt

Below is a chart with the debt of other taxing jurisdictions in the City.

Taxing District	2024/25		Total GO Debt	City's Proportionate Share
	Taxable Net Tax Capacity	% In City		
Dakota County	761,460,634	7.95%	37,930,000	3,013,614
I.S.D. No. 196 (Rosemount-Apple Valley-Eagan)	276,550,097	5.76%	358,710,000	20,662,055
I.S.D. No. 197 (West St. Paul-Mendota Heights-Eagan)	102,703,111	0.64%	136,810,000	875,037
I.S.D. No. 199 (Inver Grove Heights)	46,347,074	94.75%	34,285,000	32,484,352
Metropolitan Council	6,330,160,332	0.96%	235,750,000	2,253,063
City's Share of Total Overlapping Debt				59,288,120

Relative Costs and Benefits of Alternative Uses of the Funds

There are no significant alternatives for funds designated for the City Project. These are high priority due to the age of the various facilities and the recent challenges of the supply chain for some of the materials needed for the projects. The condition of the current facilities makes the project necessary for the City.

Operating Costs of the Proposed Improvements

The proposed facility will replace an existing one so operating costs in the short term will remain relatively stable. The efficiencies gained by the new facility will be offset by higher operating costs for the larger facility.

Alternatives for Shared Facilities with Other Cities or Local Government

Given the nature and location of the proposed facility, the opportunities for sharing of the facility with other Cities or Local Governments were limited. It is not anticipated that this facility will be shared with others.

The City determined that it could also include shared accommodations for public safety through positioning of this facility for future phases. This provides for a cost-effective option to provide for other needed infrastructure with minimal impact to the taxpayer because of the efficiencies realized through sharing of the infrastructure.

V. FINANCING

The aggregate principal amount of CIP Bonds to be issued under this CIP, in one or more series, at one time or from time to time, shall not exceed \$58,000,000. Principal and interest on the CIP Bonds will be paid through a tax levy over the term of the CIP Bonds and/or other monies, further shown in Appendix A.

In the financing of the Capital Improvement Plan, two significant statutory limitations apply.

- 1) Under Minnesota Statutes, Chapter 475, as amended, with few exceptions, municipalities cannot incur debt more than 3% of the assessor's estimated market value for the municipality. In the City, the estimated market value is \$5,829,722,200. Therefore, the total amount of outstanding debt cannot exceed \$174,891,666 (these

values are for 2024/25 tax year). As of August 15, 2025, the City has \$18,935,000 subject to the legal debt limit. The amount attributable to this CIP \$58,000,000. As such, issuance of the CIP Bonds will be well within the overall statutory debt limit for the City.

- 2) A separate limitation under the CIP Act is that, without referendum, the total amount of principal and interest in any one year on all CIP Bonds issued by the City cannot exceed 0.16% of the total estimated market value in the municipality. In the City, that maximum annual debt service amount is \$9,327,556 for the 2024/25 tax year ($\$5,829,722,200 \times .0016$). Prior to the proposed bond issuances, the City has \$1,948,948 subject to this limit. The maximum principal and interest payments on the CIP Bonds proposed is \$4,750,000. As such, debt service on the CIP Bonds will be within the annual limits under the CIP Act.

Details regarding the proposed terms of the CIP Bonds under this CIP are shown in Appendix A. Level debt service options are being presented. The bond amount will not exceed the maximum principal amount of CIP Bonds referred to above. A schedule of events for approval of the CIP and issuance of the CIP Bonds is shown in Appendix B.

VI. PLAN CONTINUATION

The City should review and update this CIP as needed, using the process outlined in this document.

APPENDIX A

Proposed CIP Bond Issues:

Total Issue Sources And Uses

Dated 08/01/2026 | Delivered 08/01/2026

	Series 2026A	Series 2027A	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$29,000,000.00	\$29,000,000.00	\$58,000,000.00
Other contributions	3,000,000.00	-	3,000,000.00
Total Sources	\$32,000,000.00	\$29,000,000.00	\$61,000,000.00
Uses Of Funds			
Total Underwriter's Discount (0.800%)	232,000.00	232,000.00	464,000.00
Costs of Issuance	139,000.00	131,000.00	270,000.00
Deposit to Project Fund	31,629,000.00	28,637,000.00	60,266,000.00
Total Uses	\$32,000,000.00	\$29,000,000.00	\$61,000,000.00

Debt Service Schedule 2026A

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2027	-	-	-	-	-
02/01/2028	250,000.00	3.650%	2,119,016.25	2,369,016.25	2,487,467.06
02/01/2029	1,000,000.00	3.700%	1,403,552.50	2,403,552.50	2,523,730.13
02/01/2030	1,040,000.00	3.700%	1,366,552.50	2,406,552.50	2,526,880.13
02/01/2031	1,080,000.00	3.750%	1,328,072.50	2,408,072.50	2,528,476.13
02/01/2032	1,120,000.00	3.900%	1,287,572.50	2,407,572.50	2,527,951.13
02/01/2033	1,160,000.00	4.050%	1,243,892.50	2,403,892.50	2,524,087.13
02/01/2034	1,210,000.00	4.200%	1,196,912.50	2,406,912.50	2,527,258.13
02/01/2035	1,260,000.00	4.300%	1,146,092.50	2,406,092.50	2,526,397.13
02/01/2036	1,315,000.00	4.500%	1,091,912.50	2,406,912.50	2,527,258.13
02/01/2037	1,375,000.00	4.650%	1,032,737.50	2,407,737.50	2,528,124.38
02/01/2038	1,435,000.00	4.800%	968,800.00	2,403,800.00	2,523,990.00
02/01/2039	1,505,000.00	4.950%	899,920.00	2,404,920.00	2,525,166.00
02/01/2040	1,580,000.00	5.050%	825,422.50	2,405,422.50	2,525,693.63
02/01/2041	1,660,000.00	5.250%	745,632.50	2,405,632.50	2,525,914.13
02/01/2042	1,745,000.00	5.350%	658,482.50	2,403,482.50	2,523,656.63
02/01/2043	1,840,000.00	5.400%	565,125.00	2,405,125.00	2,525,381.25
02/01/2044	1,940,000.00	5.450%	465,765.00	2,405,765.00	2,526,053.25
02/01/2045	2,045,000.00	5.500%	360,035.00	2,405,035.00	2,525,286.75
02/01/2046	2,160,000.00	5.550%	247,560.00	2,407,560.00	2,527,938.00
02/01/2047	2,280,000.00	5.600%	127,680.00	2,407,680.00	2,528,064.00
Total	\$29,000,000.00	-	\$19,080,736.25	\$48,080,736.25	\$50,484,773.06

Debt Service Schedule 2027A

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2028	-	-	-	-	-
02/01/2029	200,000.00	3.650%	2,145,960.00	2,345,960.00	2,463,258.00
02/01/2030	920,000.00	3.700%	1,423,340.00	2,343,340.00	2,460,507.00
02/01/2031	955,000.00	3.700%	1,389,300.00	2,344,300.00	2,461,515.00
02/01/2032	990,000.00	3.750%	1,353,965.00	2,343,965.00	2,461,163.25
02/01/2033	1,025,000.00	3.900%	1,316,840.00	2,341,840.00	2,458,932.00
02/01/2034	1,065,000.00	4.050%	1,276,865.00	2,341,865.00	2,458,958.25
02/01/2035	1,110,000.00	4.200%	1,233,732.50	2,343,732.50	2,460,919.13
02/01/2036	1,155,000.00	4.300%	1,187,112.50	2,342,112.50	2,459,218.13
02/01/2037	1,205,000.00	4.500%	1,137,447.50	2,342,447.50	2,459,569.88
02/01/2038	1,260,000.00	4.650%	1,083,222.50	2,343,222.50	2,460,383.63
02/01/2039	1,320,000.00	4.800%	1,024,632.50	2,344,632.50	2,461,864.13
02/01/2040	1,385,000.00	4.950%	961,272.50	2,346,272.50	2,463,586.13
02/01/2041	1,450,000.00	5.050%	892,715.00	2,342,715.00	2,459,850.75
02/01/2042	1,525,000.00	5.250%	819,490.00	2,344,490.00	2,461,714.50
02/01/2043	1,605,000.00	5.350%	739,427.50	2,344,427.50	2,461,648.88
02/01/2044	1,690,000.00	5.400%	653,560.00	2,343,560.00	2,460,738.00
02/01/2045	1,780,000.00	5.450%	562,300.00	2,342,300.00	2,459,415.00
02/01/2046	1,880,000.00	5.500%	465,290.00	2,345,290.00	2,462,554.50
02/01/2047	1,980,000.00	5.550%	361,890.00	2,341,890.00	2,458,984.50
02/01/2048	4,500,000.00	5.600%	252,000.00	4,752,000.00	4,989,600.00
Total	\$29,000,000.00	-	\$20,280,362.50	\$49,280,362.50	\$51,744,380.63

APPENDIX B

CIP Schedule

Dated July 28, 2025, for the CIP and Sale of G.O. Capital Improvement Plan Bonds

The City Council must take the following actions before the Bonds can be issued:

- City Council directs preparation of a 5-Year Capital Improvement Plan (CIP).
- City Council conducts a Public Hearing on issuance of Bonds and CIP.
- City Council approves Bonds and CIP by at least a 3/5 vote of the governing body membership.

The table below lists the steps in the issuing process:

DATE	TASK(S)
6/23/25 (completed)	City Council discuss CIP and process, called for public hearing
7/28/25 @ 6:00pm	Public Hearing on issuance of Bonds and the CIP, and adopt resolution giving preliminary approval for Bond issuance and on the CIP by at least 3/5 vote of the governing body membership.
8/27/25	Reverse referendum period ends (within 30 days of the public hearing).
August 2026; August 2027	Bond sale process

From: Dawn Gaetke <dawnmvg@gmail.com>

Sent: Monday, July 21, 2025 3:11 PM

To: Rebecca Kiernan <rkiernan@ighmn.gov>

Subject: comment on Central Maintenance Facility agenda item

Dear Mayor, Council Members, and City Staff,

I write to express my concerns about the proposed central Maintenance Facility. I have read the Central Maintenance Facility Report. Thank you for providing that information. I won't be able to attend the public meeting, so I share my concerns here.

As the Central Maintenance Facility Report indicates, our current maintenance facility is forty years old. It is likely time for a major upgrade or new facility. I do not object to the project per se, but to a lack of focus on ensuring any new facility is energy and water efficient. Knowing that the LEED standards were guiding future plans would be assuring. For those who may not know, LEED stands for Leadership in Energy and Environmental Design. It is a green building rating system that certifies sustainable buildings.

LEED makes sense for long-term fiscal responsibility as well as the environment. According to [one university study](#) LEED-certified buildings often experience significant reductions in utility costs-averaging 20-30% less than their non-certified counterparts-due to energy-efficient systems and materials.

The city of Minneapolis recently built their Eastside Storage and Maintenance facility with such LEED standards in mind. As a result, they have an energy and water efficient building. You can learn about their facility in this [short video](#).

Pursuing LEED standards may also open up opportunities for grants and state or federal funding programs that seek to encourage energy efficiency.

I strongly encourage the city council and staff to rethink the project with LEED in mind. It would be the fiscally responsible avenue to pursue.

Sincerely,

Dawn Gaetke

7477 Cahill Avenue



Request for Council Action

SUBJECT: **Rental Housing Licenses**

MEETING DATE: July 28, 2025

ITEM TYPE: Regular Business

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

ACTION REQUESTED

The Council is asked to approve the rental housing licenses listed below.

BACKGROUND

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

At this time, the City has just one new rental license application for consideration:

RENTAL ADDRESS	PROPERTY OWNER	PROPERTY MANAGER	New/ Renewal
3613 76th LN E	Peter Hamann, Edina, MN	Penelope Frohardt St. Louis Park, MN	New

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

FISCAL IMPACT

None

RECOMMENDATION

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

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Approval of the Plat, Rezoning and Easement Vacation - Orchard Heights 3rd Addition (1845 77th St. W.)**

MEETING DATE: July 28, 2025

ITEM TYPE: Regular Business

CONTACT: Benjamin Schneider, Senior Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, approving the Preliminary and Final Plat for Orchard Heights 3rd Addition and approving Vacation of an existing Drainage and Utility Easement, as well as the attached Ordinance rezoning the property from A, Agricultural to a combination of R-1C/PUD and R-3A/PUD.

BACKGROUND

Property owner Steve Grebin (the "Applicant") is seeking Preliminary Plat and Final Plat ("Plat") and rezoning of the 1845 77th Street West (PID: 20-70900-01-020) (the "Subject Property"). The Applicant is also seeking vacation of an existing Drainage and Utility Easement ("Easement") located on the Subject Property. The Subject Property is 5.08 acres and located in the Northwest Area Overly District. There is currently a single-family home on the site. There is also an existing accessory structure (shed) on the Subject Property which the Applicant is in the process of having removed.

In 2024, the City Council approved a Comprehensive Plan Amendment to change the designated land use of the Subject Property from MDR, Medium Density Residential to a mix of LDR, Low Density Residential and LMDR, Low-Medium Density Residential. The new land use designations correspond to the proposed Plat and Rezoning. As a result, the portion now guided for LDR and proposed for R-1C/PUD zoning aligns with the location of the existing single-family home, and the remainder of the Subject Property is currently designated as LMDR and proposed for R-3A/PUD zoning.

Surrounding Uses

The following land uses, zoning districts, and Comprehensive Plan designations surround the property:

Location	Adjacent Use	Zoning	Land Use
North	Highway 55	N/A	N/A
East	Residential	A, Agricultural	MDR, Medium Density Residential
West and South	Residential	R-1C	LDR, Low Density Residential

Evaluation of Request

Preliminary Plat, Final Plat, and Vacation of Drainage & Utility Easements

The Applicant is requesting to subdivide the Subject Property to create one lot and one outlot, legally described as "Lot 1, Block 1" and "Outlot A" of Orchard Heights 3rd Addition. Lot 1, Block 1 is proposed to be 0.96 acres and includes the existing single-family home. Outlot A is shown as 4.1 acres and is intended for future development.

Lot 1, Block 1 includes a 10-foot drainage and utility easement along its periphery. The Applicant is also requesting to vacate the existing Easements along the periphery of proposed Outlot A. New easements in this area would be requested at the time of future development. The existing Easements were determined to be unnecessary for any current public or private utility purposes, allowing them to be vacated at this time.

Rezoning

The Subject Property is currently zoned A, Agricultural. Corresponding with the proposed plat, the Applicant is requesting to rezone Lot 1 to R-1C/PUD and Outlot A to R-3A/PUD. The R-1C and R-3A zoning districts align with the densities of the LDR and LMDR land use designations for Lot 1 and Outlot A respectively. The PUD zoning is also included to satisfy the requirements of the Northwest Area Overlay District.

The proposed Lot 1 conforms with the performance standards of the R-1C district. Future development of Outlot A would be subject to the standards of the R-3A District, although deviations from those standards could be requested via the PUD process and approved or denied at the discretion of the City Council. The R-3A zoning allows for 4 to 8 dwelling units per acre. With this zoning, between 17 and 32 total dwelling units could be proposed for the 4.1 acre Outlot A.

The submitted plans include a "ghost plat" concept showing the potential for 17 townhomes on Outlot A, including a new road that connects with 77th Street West. This is included for illustrative purposes only. The Applicant is not proposing to develop Outlot A at this time. Any future development of Outlot A would require a preliminary and final PUD and platting process, including review by the Planning Commission and action by the City Council.

Planning Commission

The Planning Commission held a public hearing on this request at their July 1, 2025 meeting. There were a total of four residents who spoke at the hearing, and an additional comment from a resident of Eagan was received via email prior to the meeting. The residents expressed concerns related to traffic and the guided density of the Subject Property.

Following the hearing, the Commission voted 7-0 to recommend approval of the requests.

FISCAL IMPACT

NA

RECOMMENDATION

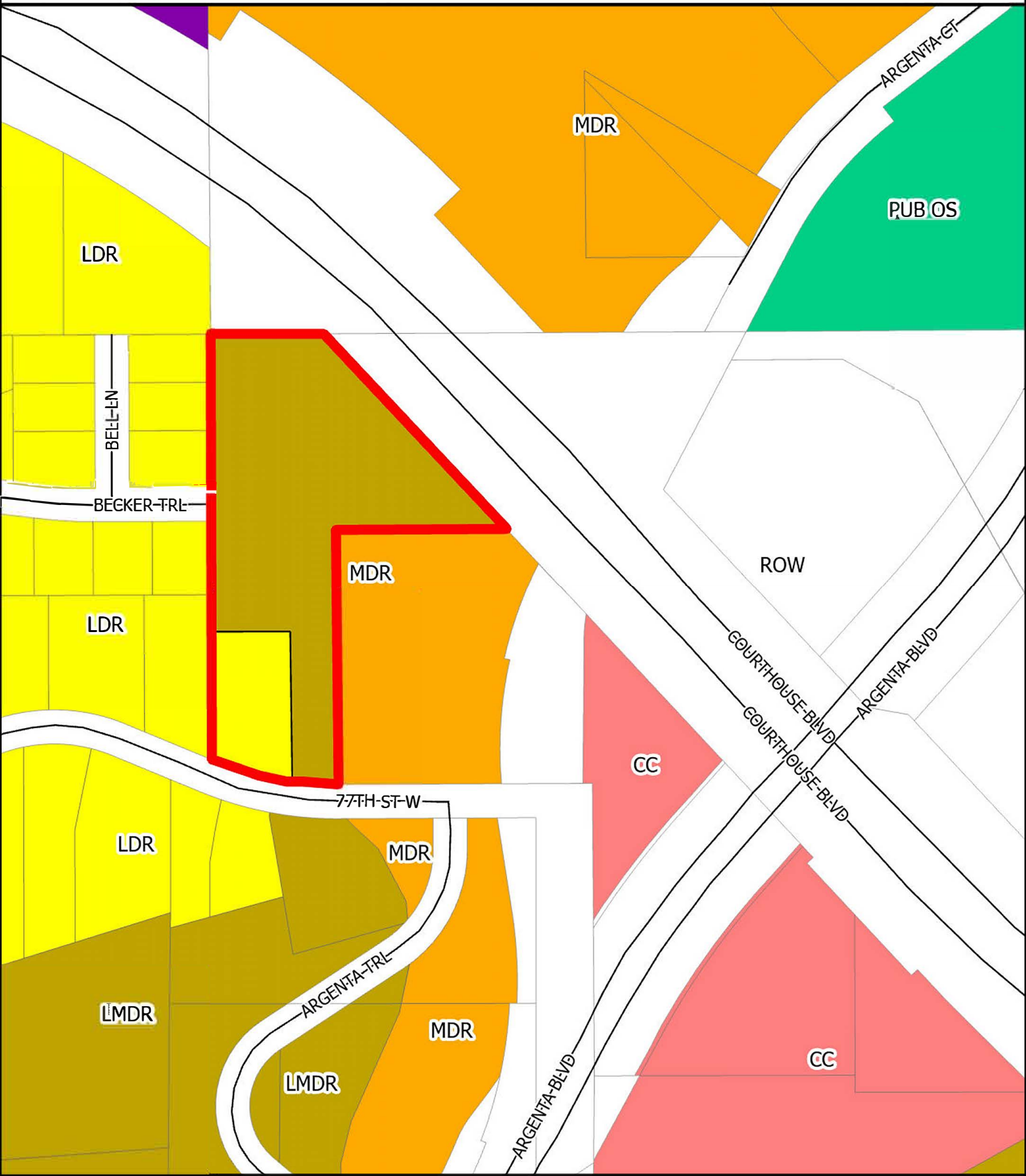
Both Planning staff and the Planning Commission recommend approval of these requests.

ATTACHMENTS

1. Future Land Use Map
2. Zoning Map
3. Application Narrative
4. Resolution Approving Preliminary Plat
5. Preliminary Plat and Concept Plan
6. Resolution Approving Final Plat
7. Final Plat
8. Resolution Approving Easement Vacation
9. Ordinance Rezoning Property
10. Excerpt from Draft Planning Commission Meeting Minutes (July 1 2025)

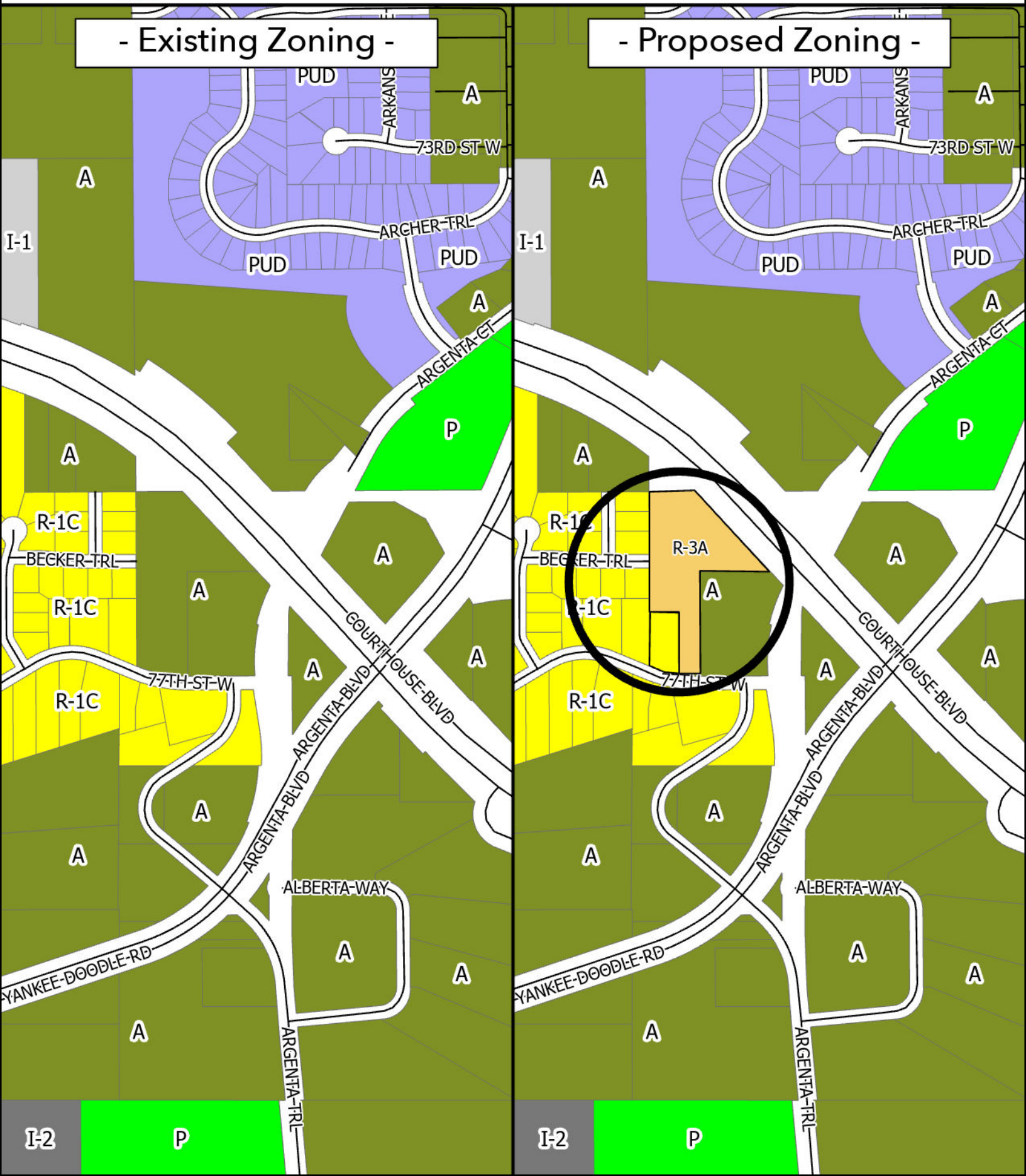


Steve Grebin Future Land Use Map





Steve Grebin Proposed Zoning Change



January 27, 2025

To: City of Inver Grove Heights

From: Steve Grebin

Re: Orchard Heights 3rd Addition Rezoning, Easement Vacation, Rezoning, and Preliminary and Final Plats.

Thank you for taking the time to review our applications for the property at 1845 77th Street West.

The Property:

The property is located in the Northwest Area south of Highway 55 north of Bur Oak Drive southwest of Argenta Hills.

The property is rolling with areas of woodland and one small wetland area in the northeastern corner. There is an existing home on the property that will remain.

Comprehensive Guide Plan:

The 2040 guide plan for this property was amended in 2023. The property was previously guided for medium density residential. The amendment changed the property to low-medium density residential allowing for 4-8 units/acre.

Zoning:

Current zoning is A, Agricultural. Proposed zoning is a Northwest Area PUD as required by City ordinance.

Site Plan:

This application is requesting a preliminary and final plat to allow the existing home to be split off into a lot and the remainder of the property will remain in an outlot until it is ready to be subdivided. The ghost plat shows a townhome subdivision that will meet the 4-8 units/acre required by the comprehensive plan. This ghost plat is just for illustration purposes and is not part of the preliminary plat application.

Infrastructure:

The property is accessible by Bur Oak Drive along the south boundary. At time of future subdivision, a street will likely be added along the east side of the property intersecting at Bur Oak. This future street will connect to Becker Trail that is currently stubbed to the west side of the property. Utilities will come from Orchard Heights 2nd west of the property.

PUD

NWA PUD requirements, open space, tree preservation, landscape plans, stormwater design, and all other engineering design and city requirements will be met upon future subdivision of the remainder of the property.

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

RESOLUTION NO. 2025-____

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR ORCHARD HEIGHTS 3RD
ADDITION**

WHEREAS, Steve Grebin ("Applicant") is the owner of real property located at 1845 77th Street West (PID: 207090001020) and is legally described as Lot 2, Block 1, South Delaware Estates, Dakota County, Minnesota ("Subject Property"); and,

WHEREAS, the Applicant has requested Preliminary Plat approval for Orchard Heights 3rd Addition ("Plat"); and,

WHEREAS, the Plat proposes to subdivide the Subject Property into one lot and one outlot, legally described in Exhibit A and depicted on said Plat, and;

WHEREAS, the Subject Property is guided Low Density Residential and Low Medium Density Residential, per the 2040 Comprehensive Plan, with zoning of Lot 1 of said Plat zoned R-1C/PUD and Outlot A of said Plat to R-3A/PUD, per Ordinance No. 2025-____, as approved by the City Council on July 28, 2025 ("Rezoning"); and,

WHEREAS, the Plat conforms to minimum Bulk Standards for lot width, depth and area as required by City Code for the underlying zoning districts of the Rezoning; and,

WHEREAS, pursuant to Minnesota Statute §462.357 ("Statute") the Inver Grove Heights Planning Commission ("Commission") held a Public Hearing ("Hearing") on July 1, 2025, to received public comment regarding said Plat; and,

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

WHEREAS, the Commission considered verbal and written public comment received prior to and at the Hearing, and following the Hearing, the Commission found the Plat satisfies all Land Use and Zoning standards and platting requirements, and unanimously recommended approval of the Plat for Orchard Heights 3rd Addition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA, the Preliminary Plat for Orchard Heights 3rd Addition is hereby approved, subject to the following conditions:

1. The City Council shall approve the Rezoning.
2. The Applicant shall seek Final Plat approval within six (6) months from the date of Preliminary Plat approval for Orchard Heights 3rd Addition.
3. Title work for the Plat shall be provided to and conform to any requirements resulting from City staff and the City Attorney's review of the title work and plat opinion.
4. The Applicant shall pay to the City all applicable fees and expenses incurred by or owed to the City as related to the Plat.
5. Except as otherwise expressly authorized by City resolution or ordinance, all aspects of the development shall comply with all applicable state laws and city codes, ordinance, and regulations.

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

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

Brendia Dietrich, Mayor

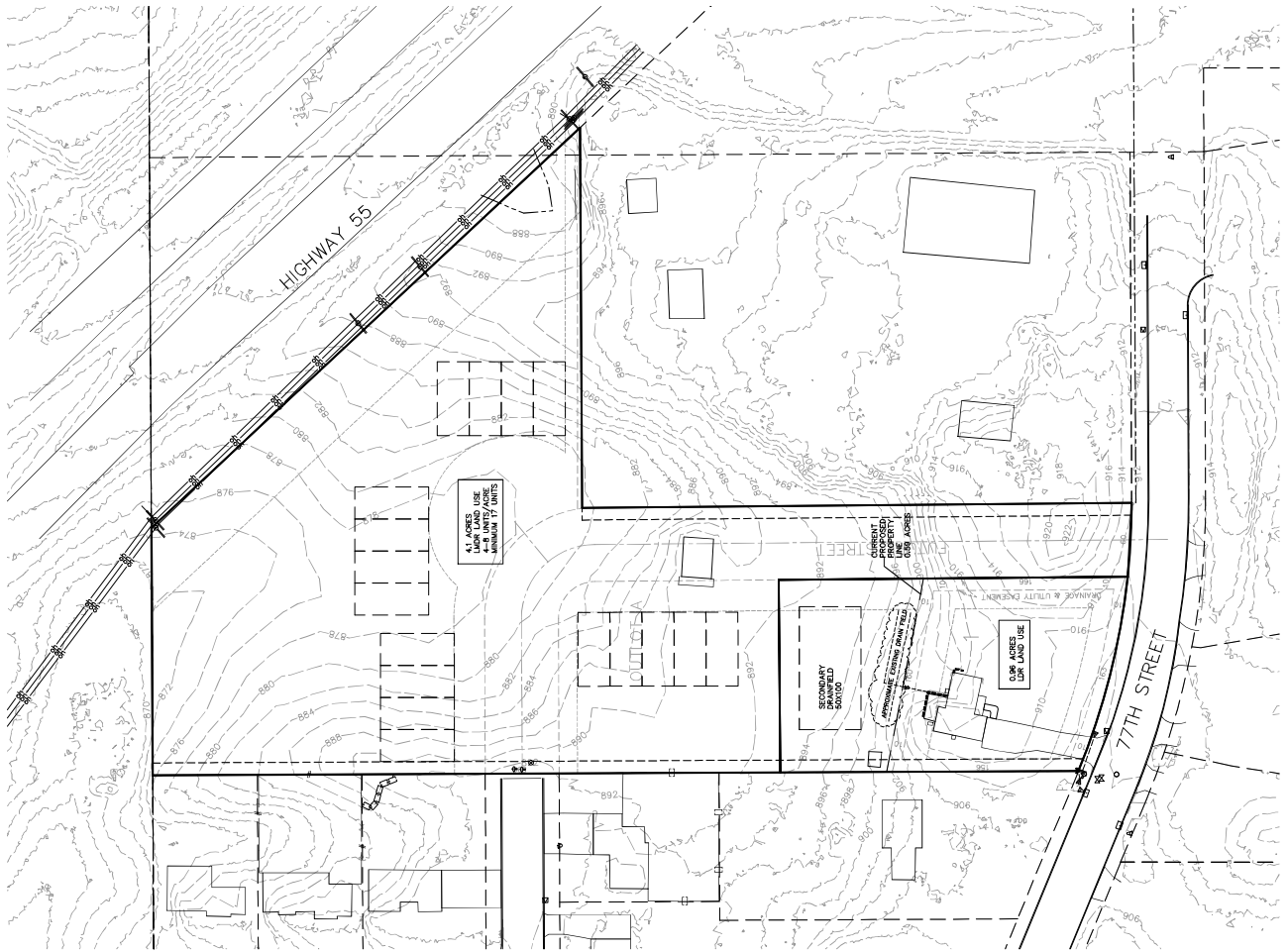
ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

**ORCHARD HEIGHTS 3RD ADDITION
LEGAL DESCRIPTION**

Lot 1, Block 1, and Outlot A, Orchard Heights 3rd Addition, Dakota County, Minnesota



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

RESOLUTION NO. 2025-____

**RESOLUTION APPROVING THE FINAL PLAT FOR
ORCHARD HEIGHTS 3RD ADDITION**

W WHEREAS, Steve Grebin ("Applicant") is the owner of real property located at 1845 77th Street West (PID: 207090001020) and is legally described as Lot 2, Block 1, South Delaware Estates, Dakota County, Minnesota ("Subject Property"); and,

WHEREAS, the Plat subdivides the Subject Property into one lot and one outlot, as legally described in Exhibit A and depicted on said Plat, and;

WHEREAS, the Subject Property is guided Low Density Residential and Low Medium Density Residential, per the 2040 Comprehensive Plan, with zoning of Lot 1 of said Plat zoned R-1C/PUD and Outlot A of said Plat to R-3A/PUD, per Ordinance No. 2025-____, as approved by the City Council on July 28, 2025 ("Rezoning"); and,

WHEREAS, the Plat conforms to minimum Bulk Standards for lot width, depth and area as required by City Code for the underlying zoning districts of the Rezoning; and,

WHEREAS, on July 28, 2025, the City Council ("Council") approved the Preliminary Plat for Orchard Heights 3rd Addition ("Plat"), per Resolution No. 2025-____.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA, the Final Plat for Orchard Heights 3rd Addition is hereby approved, subject to the following conditions:

1. Title work for the Plat shall be provided to and conform to any requirements resulting from City staff and the City Attorney's review of the title work and plat opinion.
2. Owner shall pay to the City all applicable fees and expenses incurred by and owed to the City as related to the Plat.
3. Except as otherwise expressly authorized by City resolution or ordinance, all aspects of the development shall comply with all applicable state laws and city codes, ordinance, and regulations.

BE IT FURTHER RESOLVED, the Final Plat shall not be released for recording until all fees and other financial obligations and agreements, if required, are received and executed by the City; recording of the Final Plat with the land records office of Dakota County must occur within 30 days of its release by the City.

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

Brendia Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

**ORCHARD HEIGHTS 3RD ADDITION
LEGAL DESCRIPTION**

Lot 1, Block 1, and Outlot A, Orchard Heights 3rd Addition, Dakota County, Minnesota

ORCHARD HEIGHTS 3RD ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Toyden IGH, LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Dakota, State of Minnesota, to wit:

Lot2, Block 1, SOUTH DELAWARE ESTATES, Dakota County, Minnesota

Has caused the same to be surveyed and platted as ORCHARD HEIGHTS 3RD ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In Witness whereof said Toyden IGH, LLC, a Minnesota limited liability company has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Toyden IGH, LLC, a Minnesota limited liability company

Signature _____

Steve Drebn _____ as _____ President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of Toyden IGH, LLC, a Minnesota limited liability company on behalf of the company.

Signature _____

Printed Name _____

Notary Public, _____ County _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I Peter J. Hawkins 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 this 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____.

Signature _____

Peter J. Hawkins, Licensed Land Surveyor

Minnesota License No. 42299

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 20____, by Peter J. Hawkins, Land Surveyor, Minnesota License No. 42299.

Signature _____

Printed Name _____

Notary Public, _____ County _____

My Commission Expires _____

CITY PLANNING COMMISSION, Inver Grove Heights, County of Dakota, State of Minnesota
Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota this ____ day of _____, 20____

By: _____ Secretary

By: _____ Chair

CITY COUNCIL, 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 asset forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor

By: _____ 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. Tellefsen
Dakota County Surveyor

COUNTY BOARD, County of Dakota, State of Minnesota

We do hereby certify that on this 30th day of December, 2024, the Board of Commissioners of Dakota County, Minnesota, approved this plat of ORCHARD HEIGHTS 3RD ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____ Chair, Dakota County Board

Attest: _____ Dakota County Treasurer-Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, County of Dakota, State of Minnesota

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinafter 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

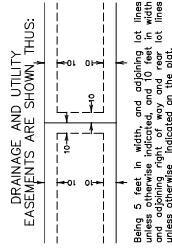
COUNTY RECORDER, County of Dakota, State of Minnesota

I hereby certify that this plat of ORCHARD HEIGHTS 3RD 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
County Recorder



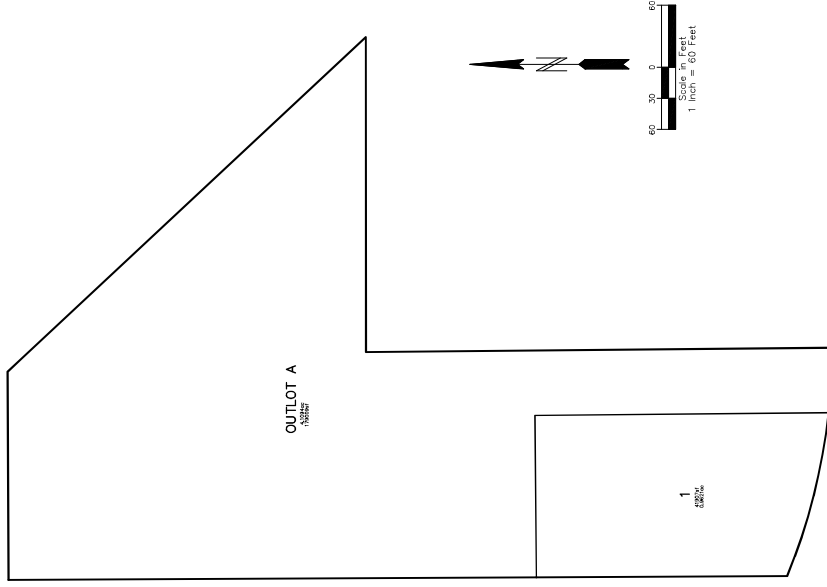
THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF SW 1/4 OF SEC. 7, TWP. 27, RGE. 22, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH 89°41'25" EAST.

NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2" INCH X 14" INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 422998.

- DENOTES FOUND MONUMENT (NAIL AND DISK)
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.
- DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY HIGHWAY PER THE DAKOTA COUNTY CONTIGUOUS PLAT CRORANPE

ORCHARD HEIGHTS 3RD ADDITION

AREA SKETCH



AREA SUMMARY	
TOTAL LOT AREA =	41907sf
TOTAL OUTLOT AREA =	179009sf
TOTAL AREA =	220916sf
	0.9621ac
	4.1094ac
	5.0715ac

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

RESOLUTION NO. 2025-____

**RESOLUTION APPROVING VACATION OF DRAINAGE AND UTILITY EASEMENTS ON
LOT 2, BLOCK 1, SOUTH DELAWARE ESTATES**

WHEREAS, Steve Grebin ("Applicant") owns property legally described in Exhibit A ("Subject Property"); and,

WHEREAS, the Applicant is requesting to vacate all existing drainage and utility easements on the Subject Property ("Vacation"), depicted in Exhibit B; and

WHEREAS, the City Engineer has reviewed the Vacation and has determined the easements may be vacated as there are no existing public utilities located within the easement area and there is no current public purpose for said easements; and

WHEREAS, the Applicant has submitted concurrent requests to replat the Subject Property, with the new plat being legally described as Orchard Heights 3rd Addition; and

WHEREAS, new drainage and utility easements will be dedicated as a part of Orchard Heights 3rd Addition; and

WHEREAS, Pursuant to Minnesota Statute §412.851, a public hearing on the Vacation was held by the Planning Commission on July 1, 2025; and

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

WHEREAS, verbal and written comments were received for the Vacation; and,

WHEREAS, following the Hearing, the Commission found the Vacation to be in the public interest given the Subject Property is proposed to be replatted as Orchard Heights 3rd Addition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA, the Drainage and Utility Easements dedicated on Lot 2, Block 1, South Delaware Estates are hereby declared as vacated, subject to the following conditions:

1. The Vacation shall only be effective following the recording of the Plat of Orchard Heights 3rd Addition.

BE IT FURTHER RESOLVED, upon receipt of said Easement Agreement and related documents, the City Clerk shall prepare a Notice of Completion of Vacation, which shall be signed by the Mayor and City Clerk and recorded with the Office of the Dakota County Recorder.

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

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

Brendia Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

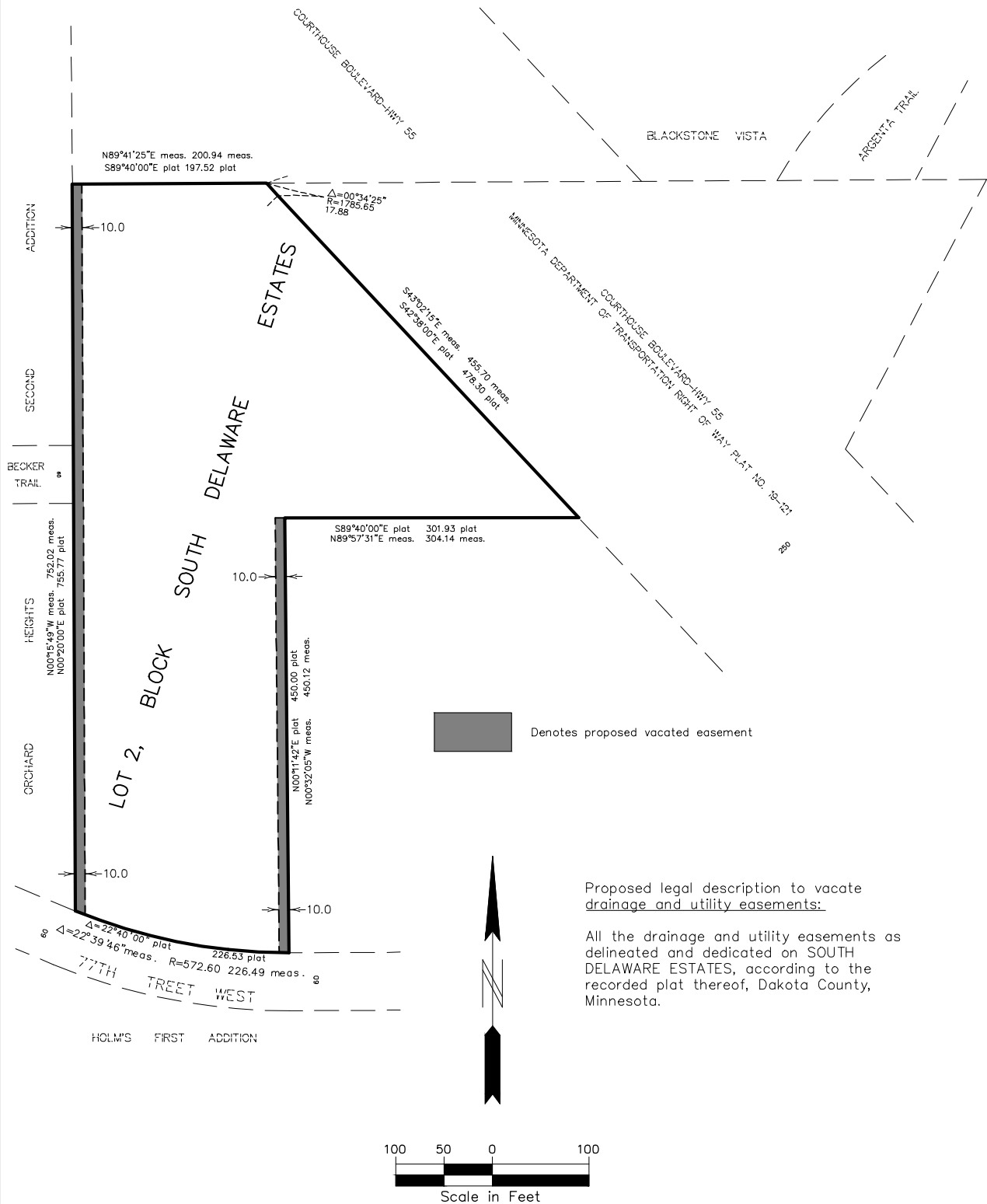
**SUBJECT PROPERTY
LEGAL DESCRIPTION**

Lot 2, Block 1, South Delaware Estates, Dakota County, Minnesota

Abstract Property

EXHIBIT B

**SKETCH OF EASEMENT AREA TO BE VACATED
LOT 2, BLOCK 1 OF SOUTH DELAWARE ESTATES**



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

ORDINANCE NO. ____

**AN ORDINANCE REZONING ORCHARD HEIGHTS 3RD ADDITION
FROM A, AGRICULTURAL TO R-1C/PUD AND R-3A/PUD**

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Rezoning to R-1C, Planned Unit Development and R-3A, Planned Unit Development

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

- Lot 1, Block 1, Orchard Heights 3rd Addition, stated and legally described in Exhibit A and depicted in Exhibit B is hereby rezoned from A, Agricultural to R1-C, Planned Unit Development
- Outlot A, Orchard Heights 3rd Addition stated and legally described in Exhibit A and depicted in Exhibit B is hereby rezoned from A, Agricultural to R3-A, Planned Unit Development

SECTION II. Changes to Zoning Map

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

SECTION III. Effective

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

Passed by the City Council of the City of Inver Grove Heights this 28th day of July, 2025.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

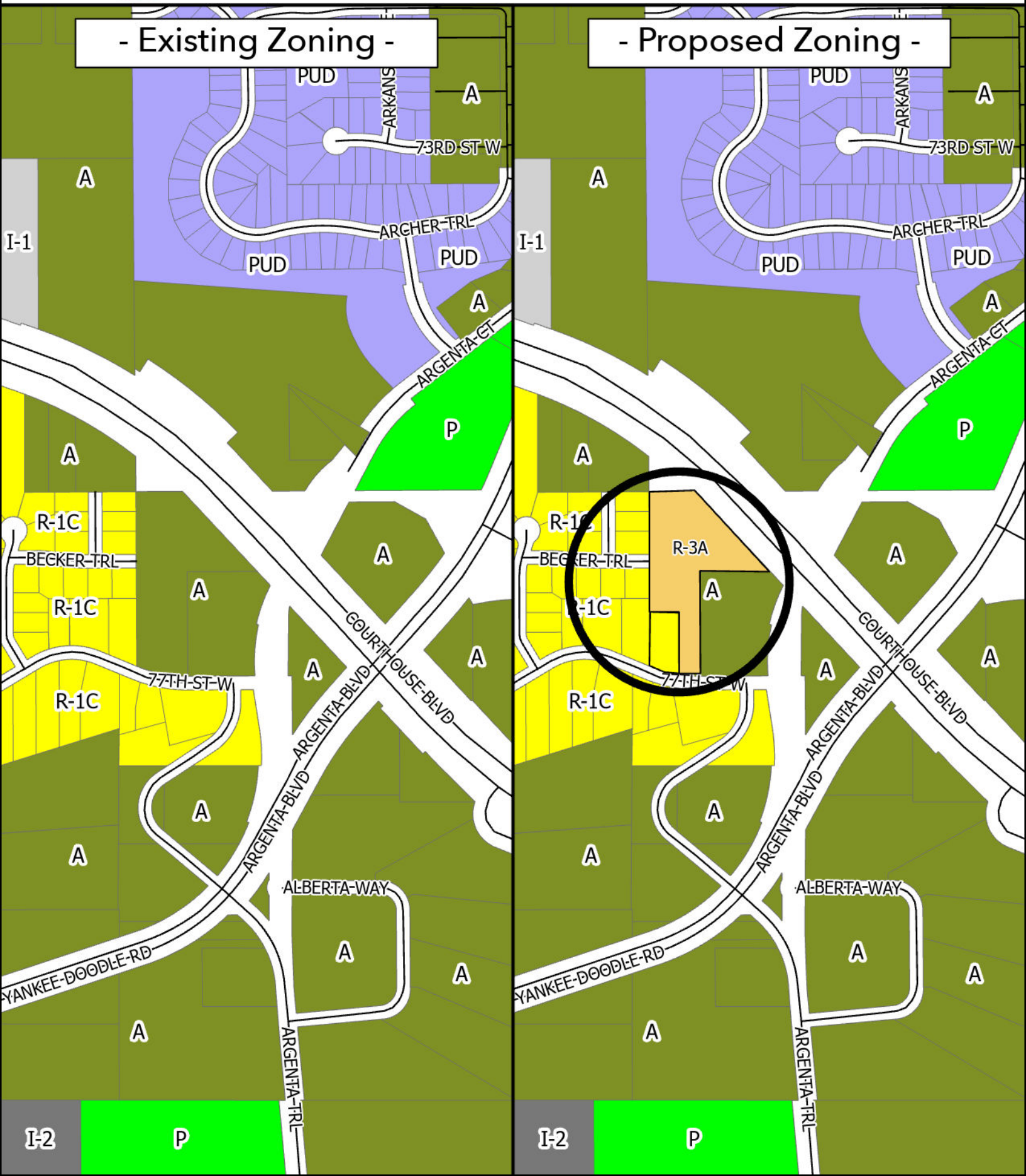
**PROPERTY SUBJECT TO REZONING
LEGAL DESCRIPTION**

Lot 1, Block 1, and Outlot A, Orchard Heights 3rd Addition, Dakota County, Minnesota

EXHIBIT B
PROPERTY SKETCH



Steve Grebin Proposed Zoning Change



DRAFT PLANNING COMMISSION MINUTES - CITY OF INVER GROVE HEIGHTS

Tuesday, July 1, 2025 - 7:00 p.m.

City Council Chambers - 8150 Barbara Avenue

4. PUBLIC HEARING

A. Consider a Request for Rezoning from A, Agricultural to R-1C/PUD & R-3A/PUD; Vacation of Drainage and Utility Easements; and Preliminary and Final Plat for a two-lot Subdivision to be known as Orchard Heights 3rd Addition located at 1845 77th Street West.

Reading of Public Notice

Secretary Twedt read the Public Hearing Notice.

Motion by Heidenreich, Second by Wippermann, to add three emails into the record.

Ayes: 7

Nays: 0 Motion Carried.

Presentation of Request

Senior Planner Schneider presented the staff report.

Background

Steve Grebin, Applicant, owns the 5.08-acre property located at 1845 77th Street West. The requests include a subdivision to create one lot with the existing single-family home and one outlot for future development. He also requests to vacate the existing 10-foot Drainage and Utility Easement along the periphery of the proposed outlot.

Evaluation of Requests

The rezoning request is consistent with guided land use:

- In 2024, the City approved a Comprehensive Plan Amendment to change the designated land use of the Subject Property from MDR, Medium Density Residential, to a mix of LDR, Low Density Residential, and LMDR, Low-Medium Density Residential.
- The R-1C-requested portion is guided for LDR, Low Density Residential, and aligns with the location of the existing single-family home.
- The R-3A-requested portion is guided for LMDR, Low-Medium Density Residential, which aligns with plans for development (possibly townhomes).

Proposed Lot 1 meets performance standards for R-1C.

Easement Vacation is appropriate, as future easements will be requested at the time of future development.

Recommended Actions

- Recommend approving the rezoning, easement vacation, and preliminary and final plat requests with two conditions:
 - Update the preliminary plat to show proposed easement vacations
 - Update final plat to match preliminary plat

Commissioner Hunting stated that the maps included with the staff report were very helpful. She requested language clarification for future maps to avoid confusion between current actual Land Use and designated Land Use categories.

Commissioner Gosell questioned if the proposed concept plan meets the guided density. Senior Planner Schneider stated that it looks like it would but would be further reviewed upon receiving an application to develop the Outlot.

Commissioner Twedt inquired about the completion of Becker Trail. Senior Planner Schneider stated that Engineering staff would consider that upon receiving an application to develop the Outlot.

Opening of Public Hearing

Steve Grebin, 1974 77th Street West, Applicant, stated that he had read and understood the staff report. He said he does not plan to develop the Outlot himself.

Kathleen Moulton, 557 77th Street West, stated that it is currently difficult to turn left onto Argenta Boulevard and expressed concerns about traffic with future development. She also wanted to know whether a city park would be included in the development.

Eric Barcaskey, 3251 Black Oak Drive, Eagan, said he felt that future development should be single-family homes. He stated that the density allowed under the proposed rezoning would not fit the neighborhood.

Eric Holm, 1928 77th Street West, asked whether a future developer could propose commercial or industrial development.

Senior Planner Schneider stated that it would be possible that a developer could also purchase the land to the east and develop something larger on the combined sites. However, the outlot is Low-Medium Density Residential, and the land to the east is guided for Medium Density, so they would have to adhere to the limit for each. In response to the earlier question, he mentioned that Engineering staff are aware of traffic concerns in the area. He said there were no plans for parks near the subject property.

Planning Manager Shay added that there is currently no park search area in the 77th corridor west of Highway 55 and north of Yankee Doodle/Argenta, but there is a park search area south of Highway 55, between Yankee Doodle and S. Robert Trail. (That park would be obtained with the development of the area, which could be years away.)

Nick Erickson, 550 77th Street West, asked when a traffic survey would be conducted and for clarification on the density.

Senior Planner Schneider stated that Low-Medium Density is 4 to 8 units per acre. The lot to the east is Medium Density, which is 8 to 12 units per acre.

Planning Manager Shay stated that a traffic study would be done upon receiving a plat for the outlot development.

Vice-Chair Clancy closed the Public Hearing at 7:24 p.m.

Planning Commission Discussion

Vice-Chair Clancy stated that he was satisfied with the density requested.

Commissioner Hunting stated that she visited the site. She said the gradient of density makes sense to her. She said she would like to see a development including townhomes designated for seniors.

Planning Commission Meeting Minutes
Tuesday, July 1, 2025

Motion by Hunting, Second by Teiken, to Approve the request for Rezoning from A, Agricultural to R-1C/PUD and R-3A/PUD; the request for Vacation of Drainage and Utility Easements; and the Preliminary and Final Plat for a two-lot Subdivision to be known as Orchard Heights 3rd Addition located at 1845 77th Street West, with the conditions listed in the Staff Report.

Ayes: 7

Nays: 0 Motion Carried.

This item is tentatively scheduled to go before the City Council on July 28, 2025.



Request for Council Action

SUBJECT: **Resolutions Approving Contract Award, Approving Budget, and Awarding the Construction Administration Contract for City Project No. 2023-08 - Babcock Trail Multi-Use Trail (Upper 55th St to I494)**

MEETING DATE: July 28, 2025

ITEM TYPE: Regular Business

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, approving the contract award, approving the budget, and awarding the construction administration contract, for the construction of a multi-use trail facility along the east side of Babcock Trail between I-494 and Upper 55th Street (City Project No. 2023-08).

BACKGROUND

In 2022, the City and Dakota County applied for and were awarded Transportation Advisory Board (TAB) Regional Solicitation grant funding from the Metropolitan Council (implemented through MnDOT) for the construction of a multi-use trail along Babcock Trail (County Road 73) between Interstate 494 and Upper 55th Street, where there are currently no sidewalks or trail facilities. The Regional Solicitation awarded a grant totaling \$419,040 that was to be used in funding year 2025.

On March 10, 2025, the Council authorized staff to advertise the project for bidding (Resolution No. 2025-054). After project coordination efforts with MnDOT Federal Programs Coordinator, the project was finally advertised June 30, 2025. Bids for the Babcock Trail Multi-Use Trail project were received and opened on July 22, 2025, with seven bids received. Max Steininger, Inc. was the apparent low bidder with a total bid of \$971,495.23, which is approximately 2.4% under the Engineer's Estimate of \$995,565.65. Received bids for this project are subject to those requirements applicable to receiving federal aid grant funds. As a result, the award process involves approval from MnDOT's Federal Aid Office prior to the final contract execution. This process can take up to six weeks to complete. The Council is being asked to provide conditional approval of award at this time, so that contract execution can occur in a timely manner once MnDOT Federal Aid Office approval is received.

The names and bid amounts of all bidders can be found in the attached Resolution awarding the contract to Max Steininger, Inc.

FISCAL IMPACT

The bid costs, proposed construction contingency, and budget are summarized below:

PROJECT COSTS	2023-08
---------------	---------

Construction Bid	\$971,495.23
Legal, Engineering, Administrative, & Finance (LEAF) ⁽¹⁾	\$443,475.00
Construction and Administrative Contingency (5%)	\$57,998.51
TOTAL	\$1,476,968.74

FUNDING SOURCES	2023-08
TAB Regional Solicitation Grant	\$419,040.00
Municipal State Aid Funds	\$103,500.00
Pavement Management- Partnership Projects (Fund 441)	\$54,589.43
Dakota County	\$899,839.31
TOTAL	\$1,476,968.74

As the City is the lead agency for the construction administration for the project, the City will be responsible for funding (cash flow of) the initial costs of the project activities and requesting reimbursement from Dakota County and the State (MnDOT) as costs are incurred.

On June 23, 2025, the City received a letter from MNDOT's Federal Aid Program Coordinator stating that \$419,040.00 in federal funds have been authorized for this project. Federal requirements include submitting pay requests within 6 months of bid opening and every 9 months thereafter. All final paperwork must be completed prior to June 20, 2030. The City will comply with all federal aid requirements to ensure reimbursements for the project.

The County/City cost split for all project components is 85%/15%, after deduction of the TAB Regional Solicitation grant funds, as memorialized in the Joint Powers Agreement between the City and Dakota County approved prior to final design (Resolution 2023-287).

NOTE: This item is being placed on the agenda under Regular Business, rather than Consent, due to the federal funding component. The City of IGH does not receive a significant amount of federal funding and has not incurred any issues with the funding it does receive; however, other cities have experienced delays or cancellations of various federal funding awards in recent months. Due to the nature of this particular project and funding source, staff believes the risk of a disruption in the anticipated federal funds is low for this particular project. However, should the federal funding be pulled back before it reaches the City, there is the possibility of the City being responsible for additional costs associated with this project.

RECOMMENDATION

Staff recommends adoption of the attached Resolutions, approving the tentative construction contract award to Max Steininger, Inc., the construction contract budget, and a construction administration contract award to SEH for City Project No. 2023-08.

ATTACHMENTS

1. Resolution - Award Contract (2023-08)
2. Resolution - Approve Budget (2023-08)
3. Resolution - Award Construction Support 2023-08

4. Contract - Babcock Trail Const Admin

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

RESOLUTION NO. _____

**RESOLUTION AWARDING CONTRACT TO MAX STEININGER, INC. FOR CITY PROJECT NO.
2023-08 – BABCOCK TRAIL MULTI-USE TRAIL (UPPER 55TH ST TO I494)**

WHEREAS, pursuant to an advertisement for bids for the Babcock Trail Multi-Use Trail (Upper 55th St to I494), City Project No. 2023-08 bids were received and opened online on July 22, 2025, at 2:00 p.m., read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	5% Bid Bond	Base Bid
Max Steining, Inc.	Yes	\$971,495.23
Peterson Companies	Yes	\$1,036,385.80
UrbanEdge, LLC	Yes	\$1,036,984.70
Thomas and Sons Construction	Yes	\$1,078,711.10
JL Theis, Inc.	Yes	\$1,114,950.53
Park Construction Company	Yes	\$1,331,101.02
Urban Companies	Yes	\$1,439,879.70

WHEREAS, Max Steining, Inc. is the apparent lowest responsible bidder for a total contract amount of \$971,495.23.

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

1. The Mayor and Clerk are hereby authorized and directed to designate Max Steining as the lowest responsible bidder and to execute the contract in the amount of \$971,495.23 for the Babcock Trail (CSAH 73) Multi-use Trail project (City Project No. 2023-08, SP 178-020-033, and SP 019-673-013) upon authorization and approval from MnDOT and in accordance with the plans and specifications approved by the Council and on file at the Office of the City Clerk.
2. Upon authorization and approval from MnDOT to award the contract, the City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposition of the successful bidder and the next lowers bidder shall be retained until the contract has been fully executed.
3. Project funding for City Project No. 2023-08 in the amount of \$971,495.23 shall be provided by the City Municipal State Aid funds, a TAB Regional Solicitation Grant funding, and Dakota County.

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

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING BUDGET FOR CITY PROJECT NO.
2023-08 – BABCOCK TRAIL MULTI-USE TRAIL (UPPER 55TH ST TO I494)**

WHEREAS, the City Council, in cooperation with Dakota County, has considered City Project No. 2023-08 for modifications to Babcock Trail, storm sewer, and construction of a new multi-use trail facility, and restorations thereto; and

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

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

1. The following budget is hereby adopted for City Project No. 2023-08.

PROJECT COSTS	2023-08
Construction Bid	\$971,495.23
Legal, Engineering, Administrative, & Finance (LEAF)	\$443,475.00
Construction and Administrative Contingency (5%)	\$57,998.51
TOTAL	\$1,476,968.74

FUNDING SOURCES	2023-08
TAB Regional Solicitation Grant	\$419,040.00
Municipal State Aid Funds ⁽¹⁾	\$103,500.00
Pavement Management- Partnership Projects (Fund 441) ⁽¹⁾	\$54,589.43
Dakota County ⁽²⁾	\$899,839.31
TOTAL	\$1,476,968.74

(1) 15% of remaining costs to City after Grant applied (Resolution 2023-087).

(2) 85% of remaining costs to County after Grant applied (Resolution 2023-087).

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

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

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING A PROPOSAL AND AWARDING A CONTRACT FOR CONSTRUCTION
ADMINISTRATION SERVICES TO SEH FOR CITY PROJECT NO.
2023-08 – BABCOCK TRAIL MULTI-USE TRAIL (UPPER 55TH ST TO I494)**

WHEREAS, as part of a joint project with Dakota County for the construction of a multi-use trail along Babcock Trail to Federal Aid standards, staff have requested a proposal for construction administration services, including material testing and surveying, for Project No. 2023-08; and

WHEREAS, staff solicited a proposal from SEH for construction administration services due to their prior knowledge of the project and their experience delivering Federal Aid projects and what is necessary to ensure compliance with funding requirements; and

WHEREAS, SEH provided a proposal for a total cost of \$188,475.00; and

WHEREAS, staff have reviewed the proposal and recommend that City Council accept SEH's proposals in the amount of \$188,475.00 for construction administration services, including material testing and surveying, for City Project No. 2023-08.

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

1. SEH's proposal in the amount of \$188,475.00 is hereby accepted for construction administration services, including material testing and surveying, for City Project No. 2023-08 – Babcock Trail Multi-Use Trail (Upper 55th St. to I494).
2. The Mayor and the City Clerk are hereby authorized and directed to enter Work Order Contracts with WSB in the amount of \$188,475.00 for construction administration services, including material testing and surveying.
3. The Public Works Director is authorized to direct the use of contingency funds up to 5% of the contract amount (\$9,423.75) for changes in site conditions, testing quantity adjustment, surveying, or additional testing and staking as deemed necessary to confirm the quality of the work constructed.
4. The costs for these services will be funded by project legal, engineering, administrative, and finance (LEAF) funds identified in the construction budget as approved.

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

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Babcock Trail Multi Use Trail Contract Administration

Project Identification: This work involves providing bidding, award, and construction administration services for City Project No. 2023-08 – Babcock Trail Multi Use Trail, a joint project between the City and Dakota County.

This written authorization to proceed and work order contract (work order contract) is between the City of Inver Grove Heights (City) and **Short Elliott Hendrickson, Inc**, a Corporation, Address: **3535 Vadnais Center Dr, St Paul, MN 55110** (“Contractor”). This work order contract is issued under the authority of the City of Inver Grove Heights Master Professional Services Agreement between the City and Contractor (“Master Services Agreement”) and is subject to all applicable provisions of the Master Services Agreement, which is incorporated herein by reference.

Recitals

1. The Contractor will furnish all products and perform all services defined in Article 2 of this Work Order Contract, Scope of Work and Deliverables, below.
2. The City needs a Contractor to provide construction phase services including construction surveying, administration, payment processing, and engineering reviews.
3. This project includes Federal Regional Solicitation Funding and as a result, is required to follow Federal and State administrative requirements and regulations for the delivery of the construction portion of work including full time construction observation, labor relations, federal close-out and reimbursements, and contractor close-outs.
4. This work includes the services necessary to assure that proper coordination and management of the construction inspection, surveying, materials sampling & testing and contract administration activities are coordinated with all parties involved in accomplishing completion of a Minnesota Department of Transportation (MnDOT) construction project.

Work Order Contract

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

1.1 Effective Date:

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

1.2 Expiration Date:

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

1.3 Exhibits:

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

Exhibit A = Specifications, Duties, and Scope of Work

Exhibit B = Progress Report Form

2 Scope of Work and Deliverables:

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

3 Items Provided and/or Completed by the City:

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

4 Consideration of Payment:

4.1 Consideration:

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

4.1.2 Compensation:

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

Labor Rate Costs*: **\$154,528**

Direct Expense Costs: **\$33,947**

* Labor Rate includes direct labor, overhead and profit

4.1.3 Overtime:

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

4.1.4 Direct Expense Costs:

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

4.1.5 Travel Expenses:

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

4.1.6 Total Obligation:

The total obligation of City for all compensation and reimbursements to Contractor under this contract will not exceed **\$188,475**

5 Terms of Payment:

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

6 Contractor's Project Manager:

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

Name/Title: Jen Desrude, PE - Project Manager
Address: 10650 Red Circle Dr, Suite 500, Minnetonka, MN 55343
Telephone: 952-912-2610
E-Mail: jdesrude@sehinc.com

7 City's Project Manager and Authorized Representative:

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

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

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

8 Termination and Suspension

8.1 Termination by the City

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

8.2 Termination for Insufficient Funding

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

8.3 Suspension

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

9 Plain Language; Accessibility Standards

9.1 Plain Language

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

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

City Contract No.: 23-27_IGHMSA_E_WO_48

City Project: Babcock Trail Multi Use Trail Contract Administration

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

Date: _____, 20__

CITY OF INVER GROVE HEIGHTS

BY: _____

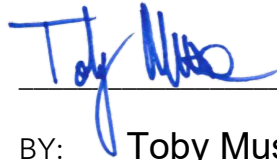
Brenda Dietrich, Mayor

ATTEST: _____

Rebecca Kiernan, City Clerk

Date: _____, 20__

CONSULTANT



BY: _____ Toby Muse

IT'S: _____ Principal

Exhibit A: Scope of Work

1 Project Overview

1.1 General Statement of Scope of Work

- 1.1.1 As part of the Babcock Trail Multi Use Trail project, the City requires assistance with Construction Survey, Construction Inspection, and Material Testing efforts.

1.2 Project Deliverables

- a. Deliverables for this project include:
- b. Construction surveying including setting project control points for contractor use.
- c. Conduct weekly project coordination meetings
- d. Invoicing
- e. Property owner engagement
- f. Subcontractor tracking and approval
- g. Permit verification
- h. Project communication
- i. Submittal review and approval
- j. Materials testing
- k. Full time project observation
- l. Project record keeping (diaries, pictures, etc.)
- m. Labor compliance tracking
- n. Federal aid close-out, walk through, reimbursements
- o. Project close-out

1.3 Standards and Specifications

- a. MnDOT Construction Contract Administration Manual.
- b. MnDOT Standard Specifications for Construction.
- c. As-Let Contract Documents.

2 Project Management

2.1 Project Coordination and Administration

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

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

2.2 Project Meetings

2.2.1 The Contractor will participate in the following meetings:

- a. Project Kick Off
- b. Weekly Construction Meetings
- c. Ad-hoc property owner meetings
- d. Construction close-out/walk through

2.3 Project Deliverables:

- a. Meeting minutes/agendas (where applicable)
- b. Action item list
- c. Contractor schedule and review

2.4 Public Outreach

2.4.1 The Contractor will provide public outreach information to the City for distribution. Information will be needed for weekly project updates to City Council and for residents in the area.

3 Permitting/Award/Engineering Reviews

3.1 Permitting:

- 3.1.1 Construction Contractor will be obtaining the NPDES permit prior to start of work. Contractor will verify receipt and coordinate with Construction Contractor during the project to verify permit is being followed. Weekly inspection, documentation, and mitigation is the Construction Contractor's responsibility, not the City Contractor's responsibility. City's Contractor serves as in an audit role.
- 3.1.2 Construction Contractor will obtain MnDOT ROW Permit prior to connection to existing sidewalk on bridge over TH 494. City's Contractor will verify receipt.
- 3.1.3 Construction Contractor will obtain Dakota County ROW Permit prior to construction on and adjacent to Babcock Trail. City's Contractor will verify receipt.

3.2 Construction Engineering Reviews:

- 3.2.1 Contractor will participate in the review of shop drawings and submittals for conformance to project documents.

3.3 Project Award:

3.3.1 Contractor will provide assistance to the City during the project award process for:

- a. Bid analysis
- b. Required state and federal documentation
- c. DBE goal coordination
- d. Project set up

4 Construction Inspection and Administration

4.1 Construction Inspection

4.1.1 This task involves providing construction observation/inspection services for all aspects of roadway construction for the duration of the project.

4.1.2 The Contractor will:

4.1.3 Provide an experienced construction inspector based on project needs to monitor construction activities at each site as required. Expected activities include pay quantity measurement, documentation, and inspection for conformance to approved plans, of:

- i sanitary sewer
- ii water main
- iii storm sewer
- iv grading and base
- v curb and gutter
- vi concrete flatwork
- vii bituminous paving
- viii punch list items

4.1.4 Document construction contractor progress, activities, and project conditions. The inspector will maintain a daily diary documenting the following

- i Weather conditions
- ii Construction personnel
- iii Hours worked
- iv Construction equipment used
- v Activities performed that day
- vi Any field decisions made that day

4.2 Construction Administration

4.2.1 Contractor will utilize OneOffice for pay item quantity tracking, diaries, and project documentation.

4.2.2 Contractor will coordinate contractor payment with City staff to create pay apps using One Office. Pay apps will not utilize electronic signatures and will be routed by City staff.

4.3 Construction Observation:

- a. Contractor will provide at least one qualified person to perform construction observation for the duration of the project. Observer will be present when contractor is performing work on site. Contractor may expect to be on site 45 hours per week.
- b. Construction observation will include, but not be limited to, the following:
 - i Daily and weekly diaries
 - ii Construction coordination (Utilities, Testing, etc.)
 - iii Pictures/videos
 - iv Item record documentation (quantities, weigh tickets, etc.)
 - v Labor compliance (wage rates, etc.)

4.4 Project Close-Out

- 4.4.1 Contractor will lead and participate in construction project close-out activities. This includes all activities included for successful federal contract execution, including:
 - a. Walkthrough/punch list
 - b. As-builts
 - c. Federal aid closeout/reimbursements
 - d. Final pay app and contractor closeout/IC-134

5 Construction Surveying/Staking

5.1 Construction Surveying

- 5.1.1 Determine and set horizontal and vertical control as necessary for each project area.

6 Construction Testing

6.1 Construction Testing

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



Project Name: Babcock Trail Construction Services

Client: City of Inver Grove Heights

SEH Project #

Date: 7/15/25

Prepared by: J. Desrude

Reviewed By:

Billing Title		PM	RPR	Admin Tech	Subconsultant & Expenses	Total
Task #1 - Project Management						
1.1	Project Coordination and Administration					
	Contract Set Up	1		4		5
	Invoices and Progress Reports	4		10		14
	Subcontractor Coordination	4				4
	Budget updates	4				4
	Document Management	1		8		9
	Subtotal Hours	14		22	N/A	36
	Subtotal Fees	\$3,956.20		\$2,707.77		\$6,663.97
1.2	Project Meetings					
	Kick Off	4	2			6
	Weekly Construction Meetings (8 weeks fall / 8 weeks spring)	16	16			32
	Property Owner Meetings (4 meetings)	4	4			8
	Construction close-out / walk through	4	8			12
	Subtotal Hours	28	30		N/A	58
	Subtotal Fees	\$7,912.41	\$4,531.97			\$12,444.37
1.3	Public Outreach					
	Weekly project updates	8				8
	Subtotal Hours	8			N/A	8
	Subtotal Fees	\$2,260.69				\$2,260.69
	Task Hours Summary	50	30	22	N/A	102
	Task Fee Summary	\$14,129.30	\$4,531.97	\$2,707.77	\$385.00	\$21,754.03
Task #2 - Permitting/Award/Engineering Reviews						
2.1	Permitting					
	Audit of NPDES permit requirements	2	8			10
	Verification of MnDOT ROW Permit	1				1
	Verification of Dakota County Permit	1				1
	Subtotal Hours	4	8		N/A	12
	Subtotal Fees	\$1,130.34	\$1,208.52			\$2,338.87
2.2	Construction Engineering Reviews					
	Shop drawing and submittal review	8				8
	Subtotal Hours	8			N/A	8
	Subtotal Fees	\$2,260.69				\$2,260.69



Project Name: Babcock Trail Construction Services

Client: City of Inver Grove Heights

SEH Project #

Date: 7/15/25

Prepared by: J. Desrude

Reviewed By:

Billing Title		PM	RPR	Admin Tech	Subconsultant & Expenses	Total
2.3	Project Award					
	Bid analysis	1		4		5
	State and federal documentation	1		4		5
	DBE goal coordination	1		4		5
	Project Setup	1		4		5
	Subtotal Hours	4		16	N/A	20
	Subtotal Fees	\$1,130.34		\$1,969.29		\$3,099.63
	Task Hours Summary	16	8	16	N/A	40
	Task Fee Summary	\$4,521.37	\$1,208.52	\$1,969.29		\$7,699.18
Task #3 - Construction Inspection and Administration						
3.1	Construction Administration					
	OneOffice documentation	2		8		10
	Pay Apps generated from OneOffice	4	8	8		20
	Subtotal Hours	6	8	16	N/A	30
	Subtotal Fees	\$1,695.52	\$1,208.52	\$1,969.29		\$4,873.33
3.2	Construction Observation					
	Full time construction observation (45 hours/week for 16 weeks)		720			720
	Construction coordination	8				8
	Documentation			8		8
	Labor compliance			16		16
	Subtotal Hours	8	720	24	N/A	752
	Subtotal Fees	\$2,260.69	\$108,767.21	\$2,953.93		\$113,981.83
3.3	Project Close out					
	Punch List	2	4			6
	Coordinate As-builts with Contractor	1	2			3
	Federal aid reimbursements/closeout	2		4		6
	Final pay app and contractor closeout/IC0134	2		2		4
	Subtotal Hours	7	6	6	N/A	19
	Subtotal Fees	\$1,978.10	\$906.39	\$738.48		\$3,622.98
	Task Hours Summary	21	734	46	N/A	801
	Task Fee Summary	\$5,934.30	\$110,882.13	\$5,661.70	\$9,120.00	\$131,598.13
Task #4 - Construction Surveying/Staking						
4.1	Construction Staking					
	Set horizontal and vertical control as necessary		8			8
	Subtotal Hours		8		N/A	8
	Subtotal Fees		\$1,208.52			\$1,208.52
	Task Hours Summary		8		N/A	8
	Task Fee Summary		\$1,208.52			\$1,208.52



Project Name: Babcock Trail Construction Services

Client: City of Inver Grove Heights

SEH Project #

Date: 7/15/25

Prepared by: J. Desrude

Reviewed By:

Billing Title		PM	RPR	Admin Tech	Subconsultant & Expenses	Total
Task #5 - Construction Testing						
5.1	Construction Testing					
	Coordinate with AET for construction testing	2	8			10
	Subtotal Hours	2	8		N/A	10
	Subtotal Fees	\$565.17	\$1,208.52			\$1,773.70
	Task Hours Summary	2	8		N/A	10
	Task Fee Summary	\$565.17	\$1,208.52		\$24,442.28	\$26,215.97
Task #1 - Project Management						
	Task Hours Summary	50	30	22	N/A	102
	Task Fee Summary	\$14,129.30	\$4,531.97	\$2,707.77	\$385.00	\$21,754.03
Task #2 - Permitting/Award/Engineering Reviews						
	Task Hours Summary	16	8	16	N/A	40
	Task Fee Summary	\$4,521.37	\$1,208.52	\$1,969.29		\$7,699.18
Task #3 - Construction Inspection and Administration						
	Task Hours Summary	21	734	46	N/A	801
	Task Fee Summary	\$5,934.30	\$110,882.13	\$5,661.70	\$9,120.00	\$131,598.13
Task #4 - Construction Surveying/Staking						
	Task Hours Summary		8		N/A	8
	Task Fee Summary		\$1,208.52			\$1,208.52
Task #5 - Construction Testing						
	Task Hours Summary	2	8		N/A	10
	Task Fee Summary	\$565.17	\$1,208.52		\$24,442.28	\$26,215.97
Project Summary						
	Project Hours Summary	89	788	84	N/A	961
	Project Fee Summary	\$25,150.15	\$119,039.67	\$10,338.75	\$33,947.28	\$188,475.84

Exhibit B: Progress Report Form

For Invoice No.: _____

Exhibit B-1

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of the Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant's project engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project engineer and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project engineer.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule, schedule of shop drawing submittals and schedule of values prepared by contractor; and consult with Consultant's project engineer concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, project conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent, and assist with understanding / communicating the intent of the Contract Documents; and assist in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - (a) Record date of receipt of shop drawings and submittals provided by the contractor and coordinate that review has been completed by appropriate team members.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant's project engineer and Client of availability of samples to review.
 - (c) Notify Consultant's project engineer and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been reviewed for general conformance by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Regularly update the Consultant's project engineer to keep them informed of issues and progress of the Work.
 - (c) Notify the Consultant's project engineer immediately of any unanticipated project conditions, any Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.

- (d) Coordinate with the project materials tester and/or testing consultant to schedule testing. Confirm compliance with project requirements and the project Schedule of Materials Controls. RPR shall confirm that test report records or certificates of compliance have been received prior to the incorporation of materials in the Work.
 - (e) Review and monitor the contractor's schedule for construction.
 - (f) Confirm that the contractor is performing daily reviews of construction signing, detour signing, completing traffic control maintenance and is taking corrective actions in accordance with the Contract Documents.
 - (g) Conduct or coordinate with others the completion of wage interviews in the field with individual contractor/subcontractor employees and properly file documentation in accordance with project requirements.
 - (h) Perform reviews of temporary and permanent erosion control measures on the project and verify contractor is maintaining compliance with applicable permits and Contract Documents.
 - (i) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (j) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant's project engineer.
 - (k) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project engineer and Client for determination of possible suspension of Work.
6. Interpretation of Contract Documents: Report to Consultant's project engineer when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant's project engineer.
7. Modifications:
- (a) Convey contractor's suggestions for modifications in construction plans and specifications to Consultant's project engineer and assist with evaluation. Transmit to contractor decisions as issued by Consultant.
 - (b) Assist with evaluation of proposed change orders and obtain change justification from contractor. Provide assistance with preparation of final documentation of change orders and field design changes.
8. Records / Reporting:
- (a) Measure and document project field quantities, maintain an up to date item record account, and enter quantities into the Project filing system in a timely manner.
 - (b) Maintain orderly files of correspondence, reports of project conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field design changes, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (c) Keep a diary, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant's project engineer.
 - (d) Document changes in the plans and field conditions for record plan preparation.
 - (e) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 - (f) Furnish Consultant's project engineer periodic reports of progress of the Work and of contractor's compliance with the proposed construction schedule.
 - (g) Prepare appropriate lists of observed items requiring completion or correction by the contractor.
 - (h) Notify Consultant's project engineer and Client immediately upon the occurrence of any accident.
9. Payment Requests: Review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Consultant's project engineer, noting particularly

the relationship of the payment requested to the schedule of values, Work completed and specific pay requests for materials and equipment delivered to the site but not incorporated in the Work.

10. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
11. Completion:
 - (a) Prepare final documentation of construction pay items, quantities, material certification and other requirements as per the plans, specifications, and special provisions.
 - (b) Conduct final inspection in the company of Consultant's project engineer, Client, and contractor and assist with preparation of a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant's project engineer concerning acceptance.
 - (d) Assist Consultant's project engineer with preparation of record plans and documentation.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.
3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.



Request for Council Action

SUBJECT: 1st Reading of Ordinances Amending City Code Regarding Licensing Requirements

MEETING DATE: July 28, 2025
ITEM TYPE: Regular Business
CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to approve the first reading of the four attached Ordinances, amending various sections of the City Code related to licensing requirements.

BACKGROUND

The attached ordinances have been drafted to address various issues and discrepancies staff have encountered while working with sections of the City Code that pertain to the licensing of certain business types. Most are housekeeping in nature, but there are a few substantive items as noted below.

Liquor License Application Requirements

Staff is recommending repealing the current language containing a lengthy list of information required on an application for a liquor license and replacing it with a more streamlined listing of requirements. The proposed language prefaces the City's requirements as being "in addition to any information required by the Minnesota Department of Public Safety" and "as well as any other information that the Council may require" to ensure that all bases are covered while still moving toward more streamlined Code language.

Also, this proposed Ordinance would clarify that the Alcohol Server Training required must be valid for an additional six months beyond the date the liquor license application is submitted. Finally, it makes the training good for three years, instead of the current two referenced in City Code, in order to align with the certifications issued by common training programs.

Cannabis and Hemp Businesses

During the 2025 legislative session, the state added wording for license pre-approval (preliminary license approval) to the types of approvals issued by the Office of Cannabis Management (OCM). As a result of this, staff is proposing a tweak to City Code language to clarify that if a prospective business has either approval *or* pre-approval by the OCM, they may apply for registration at the city level.

Massage Therapy

Staff recommend changing this section to state application for a massage therapy business or therapist shall be made on application forms furnished by the City. The current city code is outdated and cumbersome for the number of items listed for the applicant to provide for both applications for liquor and massage therapy. Staff suggest reducing the number of items requested in the city code

to better reflect what is needed in the application.

Council also asked staff to explore conditions for reapplication after a license has been denied or revoked. The draft ordinance provides for a one-year waiting period before reapplying, if an entity has had a license revoked or denied. This is similar to the waiting period in other Dakota County jurisdictions, however the Council may select a different time period be incorporated into the draft ordinance prior to the second reading, if there is a different time period preferred.

Solid Waste Collection and Disposal

Lastly, this ordinance removes reference to the City furnishing license tabs to licensed solid waste haulers. This is not current practice and if tabs were ever issued, it was prior to current staff's time with the City.

FISCAL IMPACT

NA

RECOMMENDATION

Staff recommends approval of the first reading of the four attached Ordinances.

ATTACHMENTS

1. Ordinance Amending IGH City code 4-1-7 LIQUOR LICENSE APPLICATIONS
2. Ordinance Amending IGH City Code 4-4 CANNABIS
3. Ordinance Amending IGH City Code 4-8-1 MASSAGE
4. Ordinance Amending IGH City Code 8-6-3 CONTRACTOR LICENSING PROVISION - TRASH

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
TITLE 4, CHAPTER 1, SECTIONS 7 AND 14 REGARDING LIQUOR LICENSE APPLICATIONS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 4, Chapter 1, Section 7, of the Inver Grove Heights City Code is hereby repealed and replaced in its entirety as follows:

4-1-7: APPLICATION FOR INITIAL LICENSE:

A. In addition to any information required by the Minnesota Department of Public Safety, an initial application for a liquor license shall also contain the information required herein, as well as any other information that the Council may require. Every application for a liquor license shall be made on the form required by the City and shall be verified and filed with the Clerk. No person shall make a false statement in any application.

B. Required Information For All Licenses Other Than Temporary Licenses:

1. All Applicants:

a. Whether the applicant is a natural person, partnership, corporation, club or other form of organization.

b. The type of license the applicant seeks.

c. The street address of the premises where the sale of liquor is to be conducted.

d. A floor plan, including dimensions, showing the areas within the premises where alcoholic beverages are to be sold or consumed, and the maximum number of persons

e. If the business premises is not owned by the applicant, approval by the lessor is required, and a copy of the written lease for the premises shall be included with the application.

f. Proof of financial responsibility as required in 4-1-11.

2. Natural Persons: If the applicant is a natural person, the following information shall be required:

a. Full legal name, place and date of birth, and residential address of applicant as well as all residential addresses at which applicant has lived during the preceding five (5) years.

b. Whether applicant has ever used or been known by a name other than their full legal name, and if so, such name or names along with information concerning dates and places where used.

c. The name of the business if it is to be conducted under a designation, name or style other than the full legal name of the applicant. In such case, a certified copy of the certificate of assumed name filed with the Office of the Minnesota Secretary of State shall be attached to the application.

e. Name, location, and type of every business or occupation applicant has been engaged in during the preceding five (5) years.

f. Names and addresses of applicant's employers and business partners, if any, for the preceding five (5) years.

g. Whether the applicant has ever been convicted of any crime, or violation of any ordinance, other than traffic tickets. If so, the applicant shall furnish information as to the time, place and offense that they were convicted of.

3. Partnerships: If the applicant is a partnership, the following shall be required:.

a. The names and addresses of all partners, and all information concerning each partner as is required of a single applicant in subsection B2 of this section shall be provided.

b. A managing partner or partners shall be designated. The interest of each partner in the business shall be disclosed.

c. If the partnership is required to file a certificate as to a trade name under the provisions of Minnesota statutes chapter 333, a certified copy of the certificate of assumed name filed with the Office of the Minnesota Secretary of State shall be attached to the application.

4. Corporations, Limited Liability Companies, and Other Entities: If the applicant is a corporation, limited liability company, or other entity, the following shall be required:

a. Name, and if incorporated, the state of incorporation.

b. A certified copy of the certificate of incorporation, articles of incorporation, articles of organization, or association agreement and bylaws and, if a foreign corporation, a certificate of authority, as described in Minnesota statutes chapter 303.

c. The name of the manager or proprietor or other agent in charge of the premises to be licensed, giving all the information about said person as is required of a single applicant in subsection B2 of this section.

d. A list of all persons who own or control an interest in said corporation, limited liability company, or entity or who are officers or directors of said corporation, limited liability company, or entity, together with their addresses and all information as is required of a single applicant in subsection B2 of this section.

5. Clubs: If an application is submitted by a club, whether for an on-sale or club license, the following information shall be submitted in addition to that required by the Minnesota Department of Public Safety and by the previous provisions of this section:

a. The purpose for which the club was originally organized and for which it now exists.

b. Date that club was first organized and place of such organization.

- c. The number of members.
- d. The name of the manager, proprietor or other person who shall be in charge of the licensed premises.
- e. A sworn statement by a responsible individual having personal knowledge of the facts or other documentation satisfactory to the city clerk shall be submitted with the application verifying that the club meets all the requirements of Minnesota statutes section 340A.101, subdivision 7.

C. Plans Required For On-Sale Applications: Whenever the application for an on-sale license, or for a transfer thereof, is for premises either planned or under construction or undergoing substantial alteration, the application shall be accompanied by a set of preliminary plans showing the design of the proposed premises to be licensed.

D. Execution Of Application: If the application is by a natural person, it shall be signed and sworn to by such person; if by a partnership, by all partners; if by a corporation or other business entity, by an officer thereof; if by a club, by the manager or managing officer thereof. If the applicant is a partnership, the application, license and bond (or insurance policy) shall be made and issued in the name of all partners.

E. Licenses Non-Transferable: Liquor licenses are non-transferable. Any change in a licensee's ownership shall require an application for a new liquor license be submitted to the City for review and approval in the same manner as an application for a new license. This requirement shall not apply to a change in ownership that involves only the removal of an individual from an entity/partnership.

Section Two. Amendment. Title 4, Chapter 1, Section 14 (J) of the Inver Grove Heights City Code is hereby amended as follows. The deleted language is shown with ~~strike through~~ and the added language is shown underlined:

5. Completion Within ~~Twenty-Four~~ Thirty-Six Months: No one shall serve or sell any alcoholic beverage at a licensed establishment unless that person has completed an alcohol server training program within the ~~twenty-four (24)~~ thirty-six (36) month period immediately prior to the date of serving or selling the alcoholic beverage. A certificate of completion of server training for each server must be submitted with the liquor license application and must be valid for a period of at least six (6) months after the date of submission of the liquor license application.

Section Three. Effective Date. This ordinance shall be effective upon its passage and publication.

Passed by the City Council of the City of Inver Grove Heights this ____ day of _____, 2025.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
TITLE 4, CHAPTER 4, REGARDING CANNABIS AND HEMP BUSINESS REGULATIONS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 4, Chapter 4, Section 2 of the Inver Grove Heights City Code is hereby amended as follows. The deleted language is shown with ~~striketrough~~ and the added language is shown underlined:

4-4-2: DEFINITIONS:

APPLICANT: An entity with a license or license preapproval (preliminary license approval) issued by the Office of Cannabis Management (OCM) that is applying for an initial registration or for registration renewal.

CANNABIS RETAILER OR CANNABIS RETAIL BUSINESS: Every retail cannabis business that is licensed under the Act or has a license preapproval (preliminary license approval) from the OCM and is required to register with the City under Minnesota Statutes, Section 342.22.

Section Two. Amendment. Title 4, Chapter 4, Section 2 of the Inver Grove Heights City Code is hereby amended as follows. The deleted language is shown with ~~striketrough~~ and the added language is shown underlined:

4-4-9: BASIS FOR DENIAL:

The City shall not issue a registration or renewal for any Cannabis Retailer or Lower-Potency Hemp Edible Retailer if any of the following conditions are true:

- A. The applicant has not submitted a complete application.
- B. The applicant or application does not comply with the requirements of this Chapter.
- C. The proposed use does not comply with applicable zoning and land use regulations.
- D. If applicable, the applicant or proposed use is found to not comply with the requirements of the Act, this Chapter, the building code, or the fire code at the preliminary compliance check.
- E. The applicant or owner of the property where the business will be located is not current on all property taxes and assessments at the location where the retail establishment is or will be located.

F. If applicable, the maximum number of registrations, pursuant to Section 4-4-5 have been issued by the City or within the County.

G. The applicant does not have a valid license or preapproval from the OCM.

Section Three. Effective Date. This ordinance shall be effective upon its passage and publication.

Passed by the City Council of the City of Inver Grove Heights this ____ day of _____, 2025.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
TITLE 4, CHAPTER 8, SECTION 1 REGARDING MASSAGE THERAPY REGULATIONS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 4, Chapter 8, Section 1(F), of the Inver Grove Heights City Code is hereby amended as follows. The deleted language is shown with ~~striketrough~~ and the added language is shown underlined:

4-8-1: MASSAGE THERAPY REGULATIONS:

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

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

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

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

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

Section Two. Amendment. Title 4, Chapter 8, Section 1(J), of the Inver Grove Heights City Code is hereby amended as follows. The deleted language is shown with ~~striketrough~~ and the added language is shown underlined:

J. Denial, Suspension Or Revocation: In addition to the grounds found elsewhere in this code, the following reasons may be grounds for the denial, suspension, or revocation of an individual license or business license:

18. An applicant for a license has been providing massage services or operating a massage business in the City without first obtaining the necessary license.

Upon a finding of any of the violations listed above, the City Council may suspend or revoke a license issued under this chapter, or deny an application for a license. If a license is revoked or denied, the applicant may not reapply for a license for a period of one (1) year from the date of revocation or denial.

Section Three. Effective Date. This ordinance shall be effective upon its passage and publication.

Passed by the City Council of the City of Inver Grove Heights this____ day of _____, 2025.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
TITLE 8, CHAPTER 6, SECTION 3 REGARDING CONTRACTOR LICENSING**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 8, Chapter 6, Section 3 of the Inver Grove Heights City Code is hereby amended as follows. The deleted language is shown with ~~striketrough~~ and the added language is shown underlined:

8-6-3: COLLECTOR LICENSING PROVISIONS:

C. License Fee; ~~Display Of License:~~

1. Before any license may be issued, the applicant shall pay ~~to the clerk~~ the license fee listed in the City Fee Schedule.

2. ~~When a license is issued, the city shall furnish a license tab to the licensee upon payment of the fee listed in the City Fee Schedule per license for each vehicle to be used by such licensee within the city, which license tab shall be affixed to each such vehicle in a conspicuous place.~~

Section Two. Effective Date. This ordinance shall be effective upon its passage and publication.

Passed by the City Council of the City of Inver Grove Heights this ____ day of _____, 2025.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk