Inver Grove Heights City Council
Monday, October 27, 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, October 27, 2025, will be provided to the Council at or before the October 27, 2025 meeting. To watch remotely, individuals may go to www.townsquare.tv/webstreaming or watch from Cable TV Live on the Second and Fourth Mondays of the month at 6 p.m. on Channel 14/799 HD.

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

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

   A. Approval of Minutes of the October 6, 2025, City Council Work Session

   B. Approval of Disbursements

   C. Personnel Actions

   D. Resolution Authorizing Summary Publication for Ordinance No. 1515 - Regarding Temporary Signs

   E. Acceptance of Holiday Lighting Donation for Simley Island Park

   F. 2026-2030 Contract with Kennedy & Graven for Civil Legal Services

   G. Memorandum of Understanding Regarding Distribution of Cable Franchise Fee Revenue

   H. Approval of Contract for Replacement of Back Stairs at the Community Center

   I. Approval of Police Department Facility Improvements and Contract with Total Construction & Equipment, Inc.

   J. Resolution Authorizing Placement of Order for Replacement Fire Department Ladder Truck

   K. Resolution Approving Joint Powers Agreement Regarding the Minnesota Financial Crimes Task Force

- **L.** Resolutions Awarding Contract and Approving Budget for Dickman Trail Utilities Extension (City Project EDA25-01)
- **M.** Resolution Approving Site Improvement Agreement for Hillcrest Pointe Phase 2

6. Public Hearing

- **A.** Adoption of Assessment Roll for the 2025 Public Nuisance & Diseased Tree Abatements.
- **B.** Approval of New Officer for Liquor License Holder Open Window Theatre

7. Regular Business

- **A.** Consider Resolution for Redistribution of Existing TIF Dollars
- **B.** Second Reading of Ordinance Amending City Code Regarding Rental Licensing

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. Closed Session

- **A.** Closed Session for Attorney-Client Privileged Discussion of Pending Litigation

11. Adjourn

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

INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, OCTOBER 6, 2025 6:00 P.M. – VMCC Community Room #3,
8055 BARBARA AVENUE

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, October 6, 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.
Staff In Attendance: City Administrator Wilson, Finance Director Hove, Public Works Director Connolly, Utility Superintendent Kramer, Parks and Recreation Director Lares, Club House Superintendent Moynihan, Golf Course Superintendent Metz, Assistant Finance Director Ellison, Communications Manager Looze, and Deputy City Clerk Malott.

3. APPROVAL OF AGENDA:

Motion to Approve the Agenda with postponement of Item G. CLOSED SESSION: City Administrator Annual Performance Evaluation by Gliva, Second by Scales.
Ayes: 5
Nays: 0 Motion carried.

4. DISCUSSION ITEMS:

A. Northern Dakota County Cable Communications Commission (NDC4) Update

Beth Baumann, Executive Director of Town Square Television, provided an overview of the Northern Dakota County Cable Communications Commission (NDC4) and its current challenges, benefits, and future.

NDC4 negotiates and manages cable television franchises on behalf of its member cities, offering expertise in cable and telecommunications regulation and compliance. It addresses broadband-related topics and strengthens the negotiating power of cities through a consortium structure. NDC4 also pools resources for community programming, provides communications tools for cities, and maintains a central studio and facilities accessible to citizens. The organization operates a local customer service office for cable subscribers and advocates at the Federal and State levels, including the FCC, Congress, and the Legislature.

NDC4 produces government programming, including coverage of City Council meetings, boards, commissions, parks, police, fire, and local events. It also manages election coverage, candidate forums, and "Meet the Candidates" programs. In 2024, 150 hours were devoted to the production of the State of the City. Educational programming is provided for local K-12 schools and colleges, featuring meetings, graduations, scholarships, music, arts, and sports. The organization produces the *INSIGHT 7* Local News Magazine, which included nine stories related to Inver Grove Heights, and covers sports, multi-faith programming, and City festivals (Prayer Breakfast). Public access and podcasting training, as well as IT/technical support for City staff.

Financially, NDC4 is facing challenges as cable subscribers continue to decline. Legislative efforts in 2025 to authorize cities to charge franchise fees to broadband providers were unsuccessful. Additionally, new Web Content Accessibility Guidelines (WCAG) are mandated for compliance by

April 2026, requiring captioning, descriptive text for all meaningful images, and full keyboard navigation. There are rising costs associated with enhanced web streaming and expanded technical support for cities' video and streaming needs. Expectations for programming, livestreaming, and program downloads from member communities have also increased.

A review of NDC4's finances shows that franchise fee revenue has decreased steadily from $1,025,357 in 2020 to $830,000 in 2025. Total annual revenues declined from $1,076,313 in 2020 to $851,980 in 2025. Expenses for personnel and operations increased over this period, leading to a projected operating net loss of $213,211 in 2025. The 2024 total Comcast franchise fees amounted to $935,260, while 2025 fees were budgeted at $830,000. The City of Inver Grove Heights held the largest subscriber share at 39.80%, receiving $48,044 in 2025 and a projected $20,646 in 2026.

NDC4 requested that its member cities approve a memorandum of understanding for fiscal years 2027 through 2030. The proposal includes reducing the City's negotiated franchise fee share from 6.5% to 5% for fiscal year 2026, with NDC4 retaining 95% for operations and reserves. For the subsequent years, 2027 through 2030, the City's share of franchise fees would be reduced to zero, allowing NDC4 to maintain financial stability.

To address the funding gap, NDC4 and Town Square Television plan to focus on generating primary nonprofit funding through grants, sponsorships, donations, and memberships, along with promoting standalone video production services. They are evaluating expenses and implementing cuts when necessary, collaborating with other PEG - community television organizations, and supporting legislative efforts to modernize funding for ROW and PEG programming.

The next steps include sending the revised memorandum of understanding to the Council for approval, conducting a Town Square Television "Road Show" presentation at a Council meeting, and continuing communication on new initiatives and funding progress.

Mayor Dietrich said that the City looks forward to expanding its relationship with Town Square Television, particularly in communications and related initiatives. She asked whether these efforts represent the organization's goal for the upcoming year or a five-year objective, noting that the business model appears to be evolving significantly.

Ms. Baumann said the plan reflects immediate goals through 2030. She stated her priority is to keep Town Square Television open and staff employed, noting their excellent work. She added that without a new franchise fee option, the organization may need to close or merge, but her goal remains to continue telling the stories and news of Northern Dakota County Cities.

Mayor Dietrich said that she knows NDC4 and Town Square Television have received numerous awards, including several as recently as last year, and asked Ms. Baumann to highlight some of those achievements.

Ms. Baumann said Town Square Television has received seven national NTOA awards, including four Awards of Distinction and three Awards of Honor, and is nominated for seven regional Emmy Awards to be announced October 17. She added that *INSIGHT 7* is regularly nominated for both national and regional awards and commended Mr. Rafftery for his excellent work.

Council Member Scales thanked Town Square Television for their work on the State of the City production, noting the extensive effort involved and expressing appreciation to the team for their support.

Council Member Gliva said that she appreciated the mention of podcasts and asked whether there might be opportunities to generate revenue through fee-based classes or similar offerings.

Ms. Baumann said that fee-generating options are possible but noted that there are rules on the NDC4 side due to their quasi-governmental structure. She added that such activities would need to be managed through Town Square Television, with attention to applicable tax and accounting regulations.

Council Member Murphy said that he had no issues with the proposal.

Mayor Dietrich asked if the Council agreed with proceeding on the revised memorandum of understanding.

All Council Members agreed with proceeding.

Ms. Baumann reminded everyone that Ms. Jodie Miller's farewell party will be held on October 14th and asked those planning to attend to RSVP.

B. Convention & Visitors Bureau Budget & Update

City Administrator Wilson stated that the discussion would address two items regarding the Convention and Visitors Bureau (CVB): the annual presentation by Director LillyAnna Miller, including a recap of marketing activities and a budget request for the coming year, and a discussion on the future structure of the Bureau. She noted that City staff, in collaboration with the Chamber of Commerce, are developing a preliminary concept and seeking Council feedback before moving forward.

Director Miller said that quality is one of the organization's core values. Mayor Dietrich agreed, stating that this commitment to quality is evident and reflected in their social media presence.

Director Miller added that META recently notified them that their content is being shown to a larger audience because of its high quality.

Director Miller presented the 2026 Budget and Lodging Tax overview for the CVB. The mission of the CVB is to market and promote Inver Grove Heights to visitors to stimulate the community's economic vitality by building upon our connection to the river and parks, fun experiences, local businesses, and regional attractions.

The organization's core values include collaboration, service, integrity, change, and fun. Collaboration reflects the CVB's approach with partners. Service underscores its dedication to the community, while integrity ensures all actions are conducted with integrity. The CVB embraces change to focus on future growth and encourages enjoyment through its mission that "fun happens here."

The CVB Board of Directors includes Chair Kim Koenig from Microtel Hotel, Vice Chair Amy Buskerud from Holiday Inn Express, Treasurer Joe Harms from Mississippi Pub and River Heights Marina, along with Amy Looze from the City of Inver Grove Heights, Jolanta Young from Jolanta Young Photography & Design, and Nicole Ross from Nowhere Entertainment. On September 25, 2025, the CVB Board reviewed and approved the 2026 draft budget.

Recent accomplishments include the release of a new Visit Inver Grove Heights Visitors Guide, which highlights area hotels, local attractions, dining options, and the City's proximity to the Twin Cities, and more. Another highlight is the Holiday in the Heights Home Lights Competition, hosted for the second consecutive year. This event features 38 homes, 4 hotels, 3 attractions, and 1 restaurant marked on the community map. The related website will launch on November 1 at VisitIGH.com, with home registrations opening on November 15. Prizes will mirror the previous year's awards: $250 for first place, $150 for second, and $100 for third.

A new initiative, the Inver Grove Heights Local Savings Pass, is being developed to encourage local spending and attract visitors. Looking ahead, the CVB's 2026 focus areas include strengthening partnerships with community and regional stakeholders through collaboration, enhancing and expanding the Visit IGH social media presence, attracting more overnight group business by attracting tournaments, conferences, and meetings, and transitioning to a nonprofit entity. These priorities align with the 2025–2027 Strategic Plan.

A hotel rate comparison study was conducted to assess competitiveness within the metro area. As of September 27, 2025, hotel rates in Inver Grove Heights ranged from $93 to $127 per night. Comparable rates in surrounding cities included Apple Valley ($70–$132), Burnsville ($59–$110), Eagan ($62–$310), and Woodbury ($70–$201). These figures were measured using Google Maps on September 27, 2025. Dates measured include Friday through Sunday of the MEA weekend, a popular family travel weekend in October.

All CVB's in the metro area collect a minimum 3% lodging tax, and 96% of all communities in the State of Minnesota have adopted the same rate. The lodging tax is not a resident tax. For 2025 and 2026, the projected lodging tax revenue is $215,000 annually. Interest income remains steady at $4,000, while grant funding decreases from $8,000 in 2025 to zero in 2026. Total revenues are projected to decline by 3.52%, from $227,000 in 2025 to $219,000 in 2026.

The 2026 expenditure plan mirrors this total, balancing the budget at $219,000. Professional services and contracts remain the largest expenditure at $86,600, followed by advertising, notices, and publications at $102,543. Rentals and leases are budgeted at $7,200, while smaller expenses include telephone at $900, printed materials at $500, postage at $2,500, dues and subscriptions at $2,532, and training and travel at $3,475. Office and other supplies total $2,000 combined, and administrative charges at $10,750. The total expenditures reflect a 3.52% decrease consistent with revenues, maintaining a balanced budget for 2026.

Mayor Dietrich thanked Director Miller and congratulated her on the increased viewership and growing number of followers.

Administrator Wilson presented the CVB's structure and governance for the City.

The City has operated under a long-term but unwritten agreement with the River Heights Chamber of Commerce. Under this arrangement, the City reimburses the Chamber for office space, administrative costs, and personnel costs, and pays all other CVB invoices directly. The City Code requires the CVB Board to be appointed by the Council, but this is not occurring under current practice.

The proposed agreement would have the Chamber operate the CVB under contract with the City. Each year the Chamber would present a proposed budget and workplan to the Council. Governance would be provided by a seven-member Board of Advisors consisting of two individuals appointed by the Council, one staff member and one elected official, and five individuals appointed by the Chamber's Board of Directors, including at least one member of the Chamber's Executive Board and at least two individuals representing the lodging industry in Inver Grove Heights.

The City would convey 95% percent of lodging tax revenues to the Chamber each month. The Chamber would maintain CVB funds in a separate account from Chamber funds and provide quarterly budget reports to the City. No more than 50% of the budget could be spent on administrative costs as defined in the appendix, and CVB activities could not favor Chamber members.

Administrator Wilson explained that the agreement serves two main purposes: to formalize a written arrangement in place of the current informal one, and to address challenges of operating as a government entity, such as restrictions by the State Auditor on certain purchases. The change will provide the CVB with greater autonomy in daily operations and eliminate City reimbursements for office expenses, while maintaining oversight through Board representation, quarterly financial reports, and an annual presentation to the Council.

Director Miller said that she is excited for the opportunity to discuss the proposal and clarify how the organizations are connected. She emphasized the importance of establishing a clear structure so the work can proceed effectively.

Administrator Wilson added that the CVB considered becoming an independent nonprofit, but the overhead would have significantly reduced funds available for marketing given its modest budget and single staff member. After review, the recommendation returned to a model used by several metro area cities, including Hastings and Shakopee, in which the City contracts with the Chamber of Commerce to provide marketing and tourism services.

Mayor Dietrich said that providing the CVB with greater autonomy is a good idea. She noted that some current practices appear outdated and that modern tools, such as the use of gift cards, are now more relevant. She expressed support for including one staff member and one elected official on the Board, emphasizing that all parties are connected and that this structure would help ensure alignment in pursuing shared goals.

Council Member Murphy stated that he was in support of the proposal.

Council Member Gliva said that the proposal would likely save administrative time for both the City's Finance Staff and Director Miller, reducing unnecessary busy work and allowing time to be used more productively. She expressed support for the proposal.

Council Member Scales stated that he was in support of the proposal and asked whether Director Miller was comfortable with the 50% limit on administrative costs, emphasizing the importance of maintaining that balance.

Director Miller said she was comfortable with the 50% limit, stating that it is reasonable and that maintaining at least half of the budget for marketing is vital to their mission. She added that reducing administrative costs would be advantageous and that partnering with the Chamber could enhance long-term efficiency.

Council Member Scales asked, if only two individuals were appointed by the Council, which option would be most advantageous, having an elected official or a City staff member serve.

Administrator Wilson said that the Community Development Director previously served as the liaison to the CVB, but the Communications Manager now fills that role. She stated she has no strong preference if representation were reduced to one seat and noted that other Boards, such as NDC4 and Dakota 911, have varied forms of representation.

Director Miller said that during her time at Visit Grand Rapids, representation alternated between the City and County as terms expired. She suggested implementing a similar rotation between a Council member and City staff for future terms.

Council Member Scales clarified that he was not advocating for a Council member to serve on the Board, noting that Council members already serve on multiple committees, but stated he would have no objection if one were appointed.

Administrator Wilson noted that Board meetings are typically held during regular work hours, which may make it more practical for a City staff member to participate.

Council Member T'Kach said she preferred having one staff member and one elected official serve on the Board but could support either option. She would not be volunteering for the role. She suggested it could begin with a staff member and inquired about the proposed contract duration.

Administrator Wilson stated that if the proposed agreement is adopted this fall, it would take effect on January 1 and run through calendar years 2026, 2027, and 2028.

Council Member T'Kach said that without seeing the budget details, it is difficult to determine what the 50% administrative cost represents. She suggested tying staffing costs to specific projects and deliverables to provide a clearer picture of cost effectiveness and program value.

Administrator Wilson said that the draft agreement defines and distinguishes administrative and marketing expenses in alignment with the budget. Administrative expenses include staff-related costs, office operations, and professional services, while marketing expenses cover advertising, promotional materials, digital content, and related outreach activities.

Council Member T'Kach said the information does not clearly reflect total project costs, including staff time. She suggested allocating time and expenses by project to provide a more accurate understanding of overall and long-term costs.

Administrator Wilson said that City staff time is not typically allocated by project because all work performed is for the City, unlike contracted services such as the City Attorney, where time tracking is necessary. She explained that the CVB have one dedicated staff member and dividing that time into smaller project-based allocations has not been the standard practice but could be considered if desired.

Council Member Gliva said that detailed project-based accounting seemed unnecessary given the size of the operation, noting that with only one staff member, specific project costs could be reviewed as needed.

Director Miller said that the CVB follows a strategic plan outlining priorities over several years, with specific initiatives emphasized annually. She explained that her role includes managing timelines and coordinating external design work while developing and producing all written and visual content. She added that results will be monitored through distribution and online engagement metrics, allowing adjustments to spending if needed in future years.

Council Member T'Kach said that while the distinction may be largely semantic, understanding how staff time is allocated to specific projects helps evaluate their effectiveness. She noted that identifying where time yields the greatest results could guide future investment decisions but added that it was not a critical issue.

Mayor Dietrich commended Director Miller for her exceptional work, noting that the results and return on investment clearly demonstrate her effectiveness. She expressed full support for providing greater operational autonomy.

Administrator Wilson stated that the agreement would be reviewed with the Chamber and then brought back to the Council for consideration later this month or in early November.

C. 2026 Budget - Inver Wood Golf Course

Golf Clubhouse Superintendent Moynihan explained that the Golf Course accounts were restructured to streamline and simplify revenue reporting. When he and Golf Course Superintendent

Metz began, there were six separate departments under the Golf Course, but the structure has since been consolidated into two primary areas: Clubhouse Operations, overseen by Superintendent. Moynihan, and Maintenance, managed by Superintendent Metz. He emphasized that this restructuring was a collaborative effort aimed at improving budget forecasting and making the financial reporting process more efficient and easier to interpret.

The 2025 Golf Course Operating Fund includes total revenues of $2,776,465, while the proposed 2026 budget projects an increase to $2,874,000. Green Fees are expected to remain unchanged at $900,000, while Golf Cart Rentals are projected to increase from $578,000 in 2025 to $600,000 in 2026. Anniversary Memberships show the most significant gain, rising from $634,300 to $696,500. Practice Center Ball Sales are anticipated to grow from $215,000 to $240,000, and Golf Lessons are expected to see a slight increase from $26,800 to $27,000. Golf Shop Sales are projected to rise from $75,915 to $83,000. Food and Beverage Sales are forecasted to decline slightly from $97,400 to $96,000, and Alcohol Sales are expected to decrease from $153,500 to $150,000. Other Charges and Revenues are projected to drop from $95,550 in 2025 to $81,500 in 2026, reflecting anticipated year-end audit adjustments related to gain/loss on investment valuations and pension valuation changes that will fluctuate from year to year.

Noteworthy revenues for 2026 are expected to rise by 3.5% compared to the 2025 adopted budget. This increase assumes a 10% rise in Anniversary Membership revenue due to the current two-year membership drive, with revenues recognized in the 2026 and 2027 budgets. This 10% increase will depend on actual sales matching projections. The membership drive will conclude prior to final budget adoption, allowing adjustments if needed.

The proposed 2026 Green Fee schedule reflects a 4% across-the-board rate increase to align with rising operational expenses. Regular weekday 18-hole rounds would increase from $49 to $51, while weekday senior and junior rates would each rise from $35 to $36. The 9-hole weekday rate would increase from $27 to $28, with senior and junior 9-hole rates moving from $20 to $21. Weekend 18-hole rates are proposed to rise from $58 to $60, and 9-hole weekend rates from $38 to $40. The evening twilight rate would increase from $37 to $38.

Clubhouse Operations expenditures for 2026 total $1,293,600, representing 60% personnel, 20% supplies, and 20% charges and services. Personnel costs are projected at $776,250, supplies at $257,950, and other charges and services at $259,400. Capital outlay expenses will now be reported in the new Golf Course Capital Fund (Fund 551) beginning in 2026. Grounds and Maintenance expenditures total $972,500, with 69% for personnel, 18% for supplies, and 13% for charges and services. Personnel expenses are projected at $668,300, supplies at $181,000, and other charges and services at $123,200.

For 2026, total expenditures for the Golf Course Operating Fund are projected at $2,386,100, compared to $3,348,530 in the 2025 adopted budget. Operating expenditures are proposed at $2,266,100, an increase from $2,227,250 in 2025, with 57% allocated to Clubhouse Operations and 43% to Grounds and Maintenance. Clubhouse Operations expenditures are projected to rise from $1,247,650 to $1,293,600, while Grounds and Maintenance expenses are expected to decrease slightly from $979,600 to $972,500. Depreciation remains steady at $120,000, consistent with the previous year, while there are no budgeted amounts for Capital Outlay, Transfers Out, or Interfund Loan Payments in 2026. The notable decrease in total expenditures from 2025 is primarily attributed to the completion of the final interfund loan repayment of $546,053 and the absence of the 2024 transfer of $1,166,933.

Key expenditure highlights include elevated costs in 2023 and 2025 due to membership marketing drives. The 2025 fiscal year marks the final payment on a 2016 interfund loan related to course improvements, completing a three-year accelerated repayment plan of $1.6 million. Annual depreciation of $120,000 is smaller than in prior years because several larger improvements have been fully depreciated. The 2024 fiscal year included a $1,166,933 transfer out to establish the new Golf Course Capital Fund (Fund 551) and meet the minimum cash reserve policy for the Golf Course Operating Fund. For 2026, net operating income is projected at $487,900, with $2,874,000 in operating revenues and $2,386,100 in expenditures.

Looking ahead, the Golf Course will evaluate results from the 2025 Golf Maintenance Facility Feasibility Study to inform future CIP priorities for potential improvements to maintenance operations, storage capacity, and working conditions. Additional plans include acquiring a new golf cart fleet for 2026 and launching the new Anniversary Membership for 2026/2027.

Mayor Dietrich asked if the Golf Course replaces its golf carts approximately every seven years.

Mr. Moynihan reported that the current golf cart fleet has been in use for nine years, surpassing its typical lifespan, and rising maintenance costs now justify replacement. He stated that bids are being sought from Yamaha, EZGO, and Club Car for both gas and electric options, noting that converting the facility to electric carts would cost about $100,000. He added that golf cart prices have increased while trade-in values have declined, and that COVID-19 accelerated wear on the fleet due to higher usage and single-rider restrictions.

Councilmember T'Kach noted that the new golf carts include more advanced technology, which is something players increasingly expect and appreciate.

Mr. Moynihan explained that the new golf carts with GPS and geofencing would improve safety and operations by restricting access to certain areas, reducing risk and liability while allowing use in wet conditions to sustain revenue. He added that the system includes marketing and communication features such as in-cart ads, beverage ordering, and player alerts, which could lessen the need for rangers. Though the upgrades add cost, they offer notable safety, efficiency, and customer service benefits.

The newly established Golf Course Capital Fund (Fund 551) will handle all capital-related activities beginning in 2026. For that year, total revenues are projected at $160,000, including $40,000 in interest earnings and a transfer in-depreciation of $120,000. Expenditures include $635,000 for Golf Course Capital Projects and $43,000 for Facility Projects, resulting in a $518,000 decrease in the fund balance. The 2025 estimates included $367,500 in increases due to transfers from operating funds and membership-related revenues.

The 2026 Capital Projects list totals $678,000 and includes multiple improvements. These projects include step replacements for $15,000, an AC/furnace unit for $18,000, exterior tuckpointing for $25,000, front-end landscaping and retaining wall improvements for $100,000, and updated costs for golf cart replacements at $400,000 and the replacement of two triplex tee mowers at $110,000. A $10,000 purchase of a used Public Works truck was also added to the 2026–2030 draft CIP after presentation to the Council.

Mayor Dietrich asked if the step replacement is scheduled to be completed this year.

Superintendent Metz explained that while stone had been considered for the step replacement due to its durability, it is not the most practical option. He noted that golfers using two- or three-wheel carts rely on the built-in side ramps along the steps, allowing them to walk down while their trolleys roll beside them. Because stone would not accommodate this design and would be difficult to install along such a long stretch, the steps will likely remain constructed of treated cedar.

In 2026, the Golf Course Capital Fund (Fund 551) begins with a balance of $1,534,433. Revenues are projected at $40,000, supported by a $120,000 transfer from depreciation, resulting in total available funds before expenditures of $1,694,433. Planned capital spending includes $635,000 for Golf Course Capital Projects and $43,000 for Facility Projects, leaving an ending balance of $1,016,433. In 2027, the beginning balance of $1,016,433 grows through $30,493 in revenues, a $120,000 depreciation transfer, and an additional $1,328,500 operating transfer linked to the Anniversary Membership drive. After $240,000 in capital project expenditures, the year ends with $2,255,426. For 2028, starting with $2,255,426, revenues of $67,663 and the standard $120,000 depreciation transfer are offset by $125,000 in capital projects, ending with $2,318,089.

The 2029 projections show continued growth, beginning with $2,318,089, supplemented by $69,543 in revenues, a $120,000 depreciation transfer, and an additional $1,380,000 operating transfer from the next membership drive. After $175,000 in capital projects, the ending balance is projected at $3,712,631. In 2030, the beginning balance of $3,712,631 increases by $111,379 in revenues and a $120,000 depreciation transfer, with $580,000 allocated for capital projects, resulting in an ending balance of $3,364,010. The financial model illustrates that in years when the City conducts its Anniversary Membership drive, additional operating transfers are made to capture related cost collections, ensuring the fund remains strong and adequately financed for future capital needs.

Mayor Dietrich asked when the golf season is anticipated to end this year.

Superintendent Metz stated that it is difficult to predict the exact end of the golf season but based on historical weather data the course typically closes during the first week of November. He explained that staff closely monitor conditions each year to allow about one week to ten days to properly prepare and secure the course before snowfall. He added that the course generally aims to close before Veterans Day, with November 7 likely being the latest possible date if weather conditions remain favorable.

D. 2026 Budget Discussion – Utility Funds

Public Works Director Connolly presented the 2026 Budget for the Utility Operating and Capital Funds, providing a comprehensive financial overview of the City's Water, Sewer, and Stormwater Funds. The budget outlines proposed rate adjustments, summarizes key expenditures, and includes long-term financial projections to maintain fiscal responsibility while ensuring the continued maintenance and improvement of the City's essential utility infrastructure.

The 2026 budget for the Water Operating Fund includes a proposed 10% increase in both fixed and volumetric water rates. This adjustment follows the projections outlined in the rate study, which estimated 10% annual increases through 2029, then a decrease to 8% for fixed rates and 3.5% for volumetric rates beginning in 2030.

The Water Operating Fund expenditures for 2026 reflect several key adjustments. Personnel costs are projected to increase by 8% over 2025 due to additional overtime needs, higher health insurance premiums, and the implementation of new paid family and medical leave benefits. Professional services and contracts are expected to rise by 37%, primarily to fund the second phase of the Lead Service Line Inventory mandated by Phase 2 of the Minnesota Department of Health and to complete the required Wellhead Protection Plan update due by early 2027. The depreciation assumption is based on the AE2S rate model established in the most recent utility rate study.

The Water Operating Fund expenditures demonstrate consistent growth in all major categories between 2024 and 2026. Personnel expenses increase from $851,617 in 2024 to $945,400 in 2025 and $1,020,700 in 2026. Supplies rise from $240,409 in 2024 to $316,675 in 2025 and $318,713 in

2026, while other charges and services grow from $1,614,463 in 2024 to $1,825,535 in 2025 and $1,826,050 in 2026. The subtotal for operating expenditures increases from $2,706,489 in 2024 to $3,087,610 in 2025 and $3,165,463 in 2026. Depreciation, which was not included in 2024, is budgeted at $1,157,205 in 2025 and $1,191,921 in 2026. The audit-reporting period adjustment of $(288,837) in 2024 is no longer applicable in 2025 or 2026. Transfers out totaled $1,646,426 in 2024 but are not included in either 2025 or 2026. Overall, total expenditures for the Water Operating Fund increase from $4,064,078 in 2024 to $4,244,815 in 2025 and $4,357,384 in 2026, ensuring continued operational stability and alignment with long-term financial planning. With the creation of a new Water Capital Fund in 2023, and minimum cash reserve policy, depreciation is budgeted within the Operating Fund but occurs within the Capital Fund; and this depreciation figure is assumed to be equivalent to the minimum cash transfer available.

The 2026 Water Operating Fund (Fund 510) reflects stable financial performance with modest growth in both revenues and expenditures. Revenues are projected to increase from $4,179,500 in 2025 to $4,411,500 in 2026.Total operating expenditures are projected to rise slightly from $3,087,610 in 2025 to $3,165,463 in 2026, while depreciation expenses increase from $(1,157,205) to $(1,191,921). After accounting for these expenses, the fund is expected to generate an addition of $54,116 to the fund balance in 2026, compared to a reduction of $65,315 in 2025. Depreciation continues to serve as the minimum cash transfer required to support future Water Capital improvements. In 2024, the cash reserve transfer from the Water Operating Fund to the Water Capital Fund totaled $1,084,676.

The Water Capital Fund (Fund 511) revenues for 2026 are projected at $620,000 from development fees and interest, compared to $1,283,370 in 2025. Additional funding sources include PFAS settlement funds, which totaled $380,263 in 2025 with additional amounts to be determined for 2026, and a $1,191,921 transfer from depreciation, slightly higher than the $1,157,205 transferred in 2025. The 2025 budget also included a one-time $600,000 transfer from Monopole revenue and a $2,165,171 PFAS water loan, neither of which are included in the 2026 budget.

Total expenditures for 2026 are projected at $(2,703,000) for Water Capital projects, a reduction from $(4,904,874) in 2025, PFAS loan payments increase from $(36,171) in 2025 to $(120,640) in 2026 and transfers out to Street projects decrease significantly from $(1,950,835) to $(455,879). Overall, the fund is expected to experience a reduction in its Capital Fund balance of $(1,467,598) in 2026, compared to a decrease of $(1,305,871) in 2025.

Council Member Gliva asked whether the developer fees and interest amounts for 2024 were known, noting that the current figure appears to be roughly half of last year's total.

Administrator Wilson explained that the City budgets conservatively for development-related fees, as their timing and amounts are beyond the City's control. She noted that while some years may yield higher revenues, others may be significantly lower, reinforcing the need for a cautious budgeting approach.

Finance Director Hove noted that the amount for 2024 appears to be under $500,000.

Council Member T'Kach asked whether the development fees and interest represent amounts due to the City based on differences between the Northwest Area and other parts of the City. She inquired how the figure is calculated and whether there is a formula used to project where development is likely to occur.

Administrator Wilson explained that development fees are collected when projects reach the final plat stage and again when building permits are issued, with revenues sometimes spanning multiple years. She added that the interest represents earnings on the fund balance.

The City began receiving PFAS settlement funds in 2025, with $380,263 received to date from the 3M settlement and the possibility of additional payments in 2025 or 2026, with the total amount yet to be determined. These funds are deposited into the Water Capital Fund under a dedicated revenue account (4671). Staff recommend that all PFAS settlement funds be reserved for potential future PFAS remediation, as legal settlements currently represent the only funding source available for such efforts. Although the City does not currently have a PFAS remediation need, it is anticipated that future Environmental Protection Agency and Minnesota Department of Health regulations may become more stringent, potentially requiring remediation activities. Maintaining these funds in reserve will be important for future planning and compliance. The City can re-evaluate separate PFAS funding account in the future as more settlement money is received, or clarity on future EPA and MDH treatment requirements is provided.

The Water Capital Fund expenditures show a significant increase from $2,736,737 in 2025 to $3,158,879 in 2026. Funding for well pump and service rehabilitations increases from $30,000 in 2025 to $75,000 in 2026. The Water Treatment Plant rooftop unit allocation of $20,000 in 2025 is not included in 2026, while a new $13,000 expense is added for a treatment plant exhaust unit. The sludge pump replacement budget grows from $35,000 to $50,000, and the high-service pump rehabilitation decreases slightly from $50,000 to $45,000. The largest expenditure in 2026 is $1,750,000 for automated metering infrastructure and meter replacements or upgrades, up from $200,000 in 2025. Additional 2026 projects include $100,000 for Northside Water Tower painting design, $50,000 for Water Tower tank mixers, and $20,000 for programmable logic controller improvements (wells). A new $600,000 allocation is also added for the Monopole project. Transfers out to Street projects decrease significantly from $2,381,737 in 2025 to $455,879 in 2026.

The Water Capital Fund (Fund 511) financial model from 2026 through 2030 reflects stable management of revenues, expenditures, and reserves over the five-year period. The beginning cash balance is $16,233,937 in 2026, decreasing to $14,766,339 in 2027, $11,434,177 in 2028, $8,884,244 in 2029, and $7,933,746 in 2030. Annual revenues are projected at $620,000 in 2026, $595,000 in 2027, $570,000 in 2028, and $520,000 in both 2029 and 2030. Transfers in from depreciation gradually increase each year, starting at $1,191,921 in 2026, rising to $1,227,679 in 2027, $1,264,509 in 2028, $1,302,444 in 2029, and $1,341,518 in 2030.

Capital project expenditures are forecast at $(2,703,000) in 2026, $(3,925,000) in 2027, $(2,180,000) in 2028, $(855,000) in 2029, and $(250,000) in 2030. Additional PMP capital projects total $(455,879) in 2026, $(1,091,944) in 2027, $(2,066,570) in 2028, $(1,780,139) in 2029, and $(561,185) in 2030. Debt payments remain relatively consistent, with $(120,640) in 2026, $(137,897) in 2027, $(137,872) in 2028, $(137,803) in 2029, and $(137,691) in 2030.

After accounting for all revenues, transfers, and expenditures, the ending cash balances are projected at $14,766,339 in 2026, $11,434,177 in 2027, $8,884,244 in 2028, $7,933,746 in 2029, and $8,846,388 in 2030. When the reserved PFAS settlement funds of $(380,263) are subtracted each year, the available cash balances are $14,386,076 in 2026, $11,053,914 in 2027, $8,503,981 in 2028, $7,553,483 in 2029, and $8,466,125 in 2030.

The 2026 Sewer Operating Fund revenue plan includes a 5% increase in the fixed sewer rate and a 3% increase in the volumetric rate. The rate study outlines forecasted increases for the fixed rate of 7% in 2025, 5% in 2026 and 2027, 4% annually from 2028 through 2031, and 3% in 2032. The volumetric rate is projected to rise by 6% in 2025, 3% in 2026, and 2% annually from 2027 through 2032. These rate projections are heavily dependent on Metropolitan Council treatment charges – 2026 has a lower rate increase than originally projected, but that could go back up in future years and require larger City rate increases to match. The current proposed rates will keep pace with Metropolitan Council rate increase plus help cover debt payments.

The Sewer Operating Fund expenditure overview highlights two key adjustments for 2026. The Metropolitan Council Sewer Services (5373) charge is forecasted to increase by 1.56% over 2025 costs. Historically, regional increases were 5.50% in 2023, 6.80% in 2024, 5.60% in 2025, and are projected at 5.8% in 2026, while Inver Grove Heights experienced corresponding increases of 6.29% in 2023, 7.40% in 2024, 4.05% in 2025, and an anticipated 1.56% in 2026. In addition, the depreciation assumption (5495) is increasing from $800,000 to $900,000, consistent with the prior year's budgeted value.

The 2026 Sewer Operating Fund (Fund 520) shows continued financial stability with growth in both revenues and fund balance. Revenues are projected to increase from $5,141,000 in 2025 to $5,676,000 in 2026. Operating expenditures are expected to rise modestly from $(3,907,095) in 2025 to $(3,941,769) in 2026, while depreciation expenses increase from $(800,000) to $(900,000). After accounting for these expenditures, the fund is projected to generate an addition of $834,231 to the fund balance in 2026, compared to $433,905 in 2025. Depreciation is assumed to be equivalent to the transfer needed to fund future Sewer Capital improvements; additional funds are also needed to cover debt service payments. In 2024, the cash reserve transfer from Sewer Operating to Sewer Capital was $1,397,984.

The Sewer Capital Fund (Fund 521) for 2026 reflects a strong financial position supported by stable revenues and reduced expenditures compared to the prior year. Total revenues are projected at $485,500 from development fees, interest, and other sources, down from $812,456 in 2025. Transfers in include $900,000 from depreciation, up from $800,000 in 2025; $750,000 in additional operating transfers, an increase from $667,883 in 2025; and $500,000 from the Host Community Fund, which was not included in 2025. The 2025 budget also reflected a one-time transfer of $1,045,756 from a Closed Bond Fund, which is not included in 2026.

On the expenditure side, Sewer Capital Projects total $(390,000) in 2026, reduced from $(650,000) in 2025. Debt payments remain consistent at $(1,040,581), only slightly below the $(1,045,756) in 2025. Transfers out to Street Projects decrease significantly from $(1,858,837) in 2025 to $(754,409) in 2026. Overall, the fund shows a positive change in its balance of $450,510 for 2026, compared to a decrease of $(228,498) in 2025.

The Sewer Capital Fund expenditures for 2026 total $2,184,990, representing a decrease from the 2025 original budget of $3,570,333. Funding for sanitary sewer cleaning and televising increases slightly from $370,000 in 2025 to $390,000 in 2026. The 2025 allocation of $270,000 for sanitary sewer rehabilitation and $10,000 for a programmable logic controller at the Pine Bend Lift Station are not included in the 2026 budget. Debt payments and related fees remain stable at $1,040,581, compared to $1,045,756 in 2025. Transfers out to Street Projects are significantly reduced from $1,874,577 in 2025 to $754,409 in 2026.

The Sewer Capital Fund (Fund 521) modeling for 2026 through 2030 reflects a stable and well-managed financial outlook, supported by steady revenues, consistent transfers, and strategic adjustments to capital spending. The beginning balance is $6,056,410 in 2026, increasing to $6,506,920 in 2027, before fluctuating slightly to $5,823,743 in 2028, $6,252,823 in 2029, and $5,071,034 in 2030. Annual revenues remain consistent, with $485,500 in 2026, $499,708 in 2027, $479,212 in 2028, $492,085 in 2029, and $456,631 in 2030. Transfers in include $900,000 per year from depreciation and $750,000 per year from additional operating sources. A one-time $500,000 transfer from the Host Community Fund is included in 2026, but no additional transfers are projected in subsequent years.

Capital expenditures, with $(390,000) budgeted for 2026, $(1,065,000) for 2027, $(430,000) for 2028, $(1,225,000) for 2029, and $(475,000) for 2030. Pavement Management Program (PMP) capital projects are estimated at $(754,409) in 2026, $(723,209) in 2027, $(225,670) in 2028, $(1,045,499) in 2029, and $(223,955) in 2030. Debt payments remain relatively consistent, totaling $(1,040,581) in 2026, $(1,044,675) in 2027, $(1,044,463) in 2028, $(1,053,375) in 2029, and $(1,046,488) in 2030. The Sewer Capital Fund's ending cash balance is projected at $6,506,920 in 2026, $5,823,743 in 2027, $6,252,823 in 2028, $5,071,034 in 2029, and $5,432,222 in 2030.

Based on long-range forecasting, the Sewer Capital Fund is projected to dip just below $5 million in 2037. The previous year's fund modeling proposed a $1 million transfer from the Host Community Fund beginning in 2026 and running through the expiration of the existing sewer debt. However, due to healthier revenues and lower CIP costs, staff are now recommending that this transfer be reduced to $500,000 for 2026, with the need to be evaluated annually moving forward. In 2025, the City transferred just over $1 million from the Closed Bond Fund to help offset the 2025 debt payments.

The Stormwater Operating Fund (Fund 530) revenue plan for 2026 includes a proposed 25% rate increase for non-NWA residents and a 5% increase for NWA residents. These adjustments are part of the City's long-term goal to align or converge the rate structures between the two areas as NWA residents currently pay higher rates. The findings of this study are scheduled for discussion at the November 3 Council Work Session; however, the study will not be completed in time for implementation at the start of 2026.

The Stormwater Operating Fund expenditure overview for 2026 highlights several noteworthy adjustments. Dues and Subscriptions (5335) are increasing by 14% over 2025 levels to cover higher contributions to the Lower Mississippi River Watershed Management Organization (LMRWMO) and the Eagan-Inver Grove Heights Watershed Management Organization (EIGHWMO). Repair and Maintenance (5420) is also increasing by 14% over 2025, reflecting systematic and planned annual increases in preventative maintenance to address ongoing maintenance needs. This includes culvert repairs, pond and drainage basin tree removal, erosion restoration, and general storm structure and casting repairs. The Transfer for Street Sweeping (5990) is increasing by 25% over 2025, with the Stormwater Fund continuing to pay 50% of the City's total street sweeping costs.

The Stormwater Operating Fund expenditures show a moderate increase across most categories between 2024 and 2026. Personnel costs rise from $271,156 in 2024 to $305,400 in 2025 and $316,500 in 2026. Supplies total $3,915 in 2024, decrease to $150 in 2025, and rise again to $3,300 in 2026. Other Charges and Services increase from $245,362 in 2024 to $405,470 in 2025 and $425,815 in 2026. The subtotal for operating expenditures grows from $520,433 in 2024 to $711,020 in 2025 and $745,615 in 2026. Depreciation is budgeted at $255,000 in 2026, up from $245,000 in 2025. An audit-reporting period adjustment of $227,646 occurred in 2024 but is not applicable in later years. Transfers out total $601,249 in 2024, decrease to $64,000 in 2025, and increase to $80,000 in 2026. Overall, total expenditures decrease from $1,349,328 in 2024 to $1,020,020 in 2025, then rise slightly to $1,080,615 in 2026.

The 2026 Stormwater Operating Fund (Fund 530) revenues are projected to increase from $1,155,515 in 2025 to $1,555,615 in 2026. Total operating expenditures are expected to rise from $(711,020) in 2025 to $(745,615) in 2026, while the transfer out for 50% of the City's street sweeping costs increases from $(64,000) to $(80,000). Depreciation expenses are increasing from $(245,000) in 2025 to $(255,000) in 2026. After accounting for these expenditures, the fund is projected to add $475,000 to its balance in 2026, compared to $135,495 in 2025. Depreciation, which is a non-cash transaction, represents the minimum amount designated to fund future Storm Water Capital improvements. In 2024, the cash reserve transfer from Stormwater Operating to Stormwater Capital was $369,331.

The 2026 Stormwater Capital Fund (Fund 531) revenues are projected at $350,000 from development fees, interest, and other sources, compared to $309,521 in 2025. Transfers into the fund include $255,000 from depreciation, up from $245,000 in 2025; $157,300 from additional operating transfers, up from $143,000; and $500,000 from the Host Community Fund, which is a reduction from $1,500,000 in 2025.

Director Connolly asked Director Hove to confirm whether there are any planned transfers from the Host Community Fund beyond the current year.

Director Hove stated that the plan is to maintain a consistent transfer of $500,000 until rates and rate revenue are sufficient to cover capital needs.

Expenditures for 2026 include $(960,000) for Stormwater Capital projects, a significant increase from $(270,000) in 2025, and $(1,657,708) for transfers out to Street Projects, compared to $(1,423,025) in the prior year. Overall, the fund is projected to experience a decrease in its Capital Fund balance of $(1,355,408) in 2026, following a positive increase of $504,496 in 2025.

Mayor Dietrich asked how the $1 million shortfall will be covered.

Director Connolly clarified that the amount represents a decrease to the fund balance rather than a true shortfall. He explained that fund balances fluctuate based on capital expenditures, noting that 2025 reflects a lower expenditure year with an increase to the fund balance, while 2026 shows higher expenditures resulting in a reduction.

The Stormwater Capital Fund expenditures increase from $1,637,025 in the 2025 original budget to $2,617,708 in the 2026 proposed budget. Funding for minor drainage improvements remains unchanged at $85,000 in both years. New allocations for 2026 include $20,000 for raingarden inlet rehabilitation, $20,000 for MS4 program implementation efforts, $620,000 for the 64th Street outfall replacement project, and $150,000 for the Marcott Woods Park Ravine restoration. The original 2026–2030 CIP estimated the 64th Street outfall replacement at $750,000. Projects included in 2025, such as $75,000 for the Dickman Trail outfall culvert replacement and $50,000 for the Pond JP-1 outlet skimmer, are not included in the 2026 plan. Sewer and storm televising costs increase slightly from $60,000 in 2025 to $65,000 in 2026. Transfers out to street projects grow from $1,367,025 in 2025 to $1,657,708 in 2026.

The Stormwater Capital Fund (Fund 531) modeling for 2026 through 2030 demonstrates a stable financial outlook, supported by consistent funding transfers and planned capital investment. The beginning balance is $5,491,582 in 2026, decreasing to $4,136,174 in 2027, $4,563,209 in 2028, $4,483,335 in 2029, and $3,931,918 in 2030. Annual revenues total $350,000 in 2026, increase to $1,674,085 in 2027 due to the inclusion of $1.35 million in anticipated State grant funding for the Gisch Pond Rehabilitation Project, and then moderate to $336,896 in 2028, $334,500 in 2029, and $317,958 in 2030. Transfers in from depreciation remain steady at $255,000 in 2026 and 2027, increasing gradually to $260,000 in both 2028 and 2029, and $265,000 in 2030. Transfers in from additional operating sources grow annually from $157,300 in 2026 to $173,030 in 2027, $190,333 in 2028, $209,366 in 2029, and $230,303 in 2030.

The Host Community Fund continues to provide strong support, contributing $500,000 annually from 2026 through 2030. This amount reflects a reduction from prior years, which included transfers of $1 million in 2023, $1.1 million in 2024, and $1.5 million in 2025. Capital project expenditures fluctuate significantly over the five-year period, with $960,000 in 2026, $1,690,000 in 2027, $395,000 in 2028, $200,000 in 2029, and $245,000 in 2030. Capital Project-PMP expenses are projected at $1,657,708 in 2026, $485,080 in 2027, $972,104 in 2028, $1,655,283 in 2029, and $326,726 in 2030. The ending cash balances for each year are projected at $4,136,174 in 2026, $4,563,209 in 2027, $4,483,335 in 2028, $3,931,918 in 2029, and $4,673,452 in 2030.

Council Member T'Kach asked whether the transfer from the Host Community Fund could be reduced more quickly and how that might impact the ending cash balance. She also inquired what level would be considered a comfortable balance.

Director Connolly stated that the question could be further addressed during the rate study discussion with the full Council. He explained that reducing reliance on Host Community Funds would require additional rate-generated revenue. He noted that stormwater projects are limited by available funding, with an estimated $20–25 million backlog, and that no formal cash balance policy exists for capital funds. The goal is to maintain year-over-year stability while preparing for future large projects.

Mayor Dietrich expressed appreciation for the transparency and efforts to address the inherited shortfall.

Administrator Wilson clarified that while the table reflects a 25% rate increase for stormwater fees, the actual dollar amounts are relatively modest. She explained that the fees vary by zoning classification, noting that in 2024, R1C properties paid $4.14 per month, which increased to $5.18, and R1A properties paid $8.76 per month, which increased to $10.95. She emphasized that although the percentage appears significant, the monetary impact is comparatively small.

Mayor Dietrich asked whether there was any specific input or direction needed from the Council.

Administrator Wilson stated that staff will return for budget adoption and present rate structure resolutions aligning next year's rates with the proposed percentages. She asked Council to inform staff if any additional information is needed before considering the rate resolutions, likely at the last meeting in November. Otherwise, staff will present rates consistent with the budgets and percentages discussed.

E. Central Maintenance Facility

Administrator Wilson provided an overview of the New Central Maintenance Facility next steps. It focuses on the operational needs of the City, specifically for the Streets, Fleet, Parks, and Utilities divisions. These needs include providing functional and safe spaces to work, ensuring the security and lifespan of the City's fleet and equipment, and promoting operational effectiveness and efficiency. Public engagement is emphasized, raising questions about how to inform, educate, and involve residents and taxpayers, to what level they should be involved, and in what role. Timing is highlighted as a critical consideration since the more time that passes, the higher the construction cost will become.

The next step focuses on determining whether the Council still sees a need for a new or expanded Central Maintenance Facility as outlined in the Needs Analysis.

The scope of the project seeks to confirm whether the Council continues to support the key needs and priorities identified in the Needs Analysis. These priorities include larger mechanics spaces with maintenance bays capable of accommodating all vehicles, additional vehicle storage, and adequate storage for parts, materials, and hazardous waste. Identified workshop needs include a woodshop, metal and welding shop, sign shop, and small tool repair spaces. The analysis also highlights the need for expanded staff support areas, such as locker rooms, break rooms, additional offices, training rooms, and meeting rooms, as well as increased sheltered storage capacity.

The discussion items for Council included whether to proceed with the design and construction of the proposed stand-alone facility or explore a reduced scope and identify priority needs. The Council should also consider establishing consensus on parameters such as cost, size, and overall project goals and priorities, along with determining next steps for staff and the desired implementation timeline.

Mayor Dietrich noted that the Central Maintenance Facility was identified as a need 15 years ago but has been repeatedly deferred. She emphasized the importance of addressing the issue transparently and acknowledged the challenges faced by Public Works employees who have continued operating under inadequate conditions. She stated her belief that there remains a clear need for a new or expanded facility.

Council Member Scales stated that he agreed, emphasizing that the City still needs a new and expanded facility. He suggested there may be an interim or phased approach to consider but stressed that the project cannot be delayed any longer.

Council Member Murphy stated that the facility is a critical need, noting it is nearly unusable and unable to support timely fleet repairs. He warned that equipment failures during major snow events would underscore the urgency. While recognizing the high cost, he said the estimates reflect real needs and that the Council lacks the expertise to identify reductions. He concluded the project should proceed and be presented to voters.

Council Member Gliva agreed there is a clear need for a new facility, as shown by the needs analysis. She said the specifics should be determined by experts but shared residents' concerns about the high cost. While hoping for some cost reductions, she cautioned that delaying the project could increase expenses.

Council Member T'Kach suggested revisiting the study that evaluated rehabbing or expanding the existing maintenance facility as one possible approach. She said additional information from consultants would be helpful and encouraged exploring a phased plan that allows for future expansion rather than completing everything at once. She also recommended reviewing practices from other cities for guidance.

She discussed the potential to contract out maintenance for some larger vehicles to reduce the need for additional space and emphasized distinguishing between wants and needs. She noted mixed feedback from residents, with some support but concerned about the cost and others opposed altogether. She suggested increasing public engagement through tours and discussions and exploring financing options that extend beyond property taxes to distribute costs more broadly.

Council Member Scales asked Council Member T'Kach for clarification, stating that the main question is whether there is a need for the facility, noting that design considerations can be addressed later.

Mayor Dietrich acknowledged Council Member T'Kach's comments, noting they were good questions, but reminded the Council to focus on the questions presented by staff and asked her to weigh in on that topic.

Council Member T'Kach stated that she believes there is a need for facility improvements and asked staff to clarify what specific benefits the project would provide.

Administrator Wilson stated that she would review how to assign a dollar value to potential efficiencies and noted that the needs analysis included options for expanding the existing building, which staff could revisit for further discussion.

Mayor Dietrich recalled that the Council had already reviewed all options and unanimously voted to move forward in the current direction. She stated that if the matter were to return to the Council, it should be for specific reasons rather than revisiting the entire discussion.

Administrator Wilson stated that staff could provide the Council with specific sections of the report to review individually or ensure they are available on the City's project webpage for public access.

Administrator Wilson explained that the Council could choose to prioritize certain elements of the new facility, such as mechanic space or compliance-related areas, over sheltered storage. In response to Council Member T'Kach, she noted that theft has not been an issue, and the main concerns are equipment efficiency and lifespan due to exposure and limited storage, not vandalism.

Mayor Dietrich noted that personnel is the City's greatest expense and that inefficiencies from poor storage waste valuable staff time. She added that proper vehicle storage is essential during snow events, as warmed diesel engines ensure timely response and clear return on investment.

Council Member Scales stated that establishing project priorities would be beneficial and help guide the discussion.

Mayor Dietrich stated that staff should take the lead in setting priorities, noting that she does not work with the operations on a day-to-day basis.

Council Member Scales stated that it would be difficult to prioritize without more detailed information and suggested asking specific questions about certain areas, such as locker rooms and staffing needs. He noted that providing adequate space for women employees should be a high priority but said additional information is needed before ranking priorities.

Council Member Murphy stated that while he did not disagree, he emphasized that residents will ultimately vote on the project, and the City will live with the outcome. He questioned how effectively priorities can be set before the vote, noting that the facility's impact will extend over the next 20 years.

Administrator Wilson stated that the new facility would be expected to provide more than 50 years of service.

Mayor Dietrich suggested that the Council first determine how the project will be financed before engaging in further discussions about priorities, noting that decisions on whether it will go to a vote or proceed in another way will help clarify next steps.

Administrator Wilson explained that the Council could pursue financing the project through a voter-approved General Obligation Bond referendum within the next year, though she noted that similar referendums in Minnesota have failed, including one by a northern city where a $7 million proposal was rejected by 91% of voters. She stated that Public Works projects tend to receive less support than Police or Fire initiatives.

She outlined alternative funding options, including pursuing a local option sales tax, which would require legislative approval followed by a public vote. While rare, she cited examples from Oakdale and Golden Valley that successfully used this approach. A supporting study from the University of Minnesota Extension could estimate how much sales tax revenue would come from residents versus visitors, with the earliest possible timeline being a 2026 ballot measure.

She also discussed Lease Revenue Bonds as another option. Under this model, the EDA would issue bonds and lease the facility to the City, avoiding a referendum but likely prompting public debate. These bonds have a slightly lower credit rating and higher interest rate but similar overall cost to General Obligation Bonds.

She added that the City could continue design work to develop more precise cost estimates before revisiting bond options. She also suggested the Council could consider reducing the project scope, identifying cash funding to lessen borrowing needs, or structuring bond payments to gradually phase in tax impacts. She offered to prepare a more detailed report or analysis on any of the financing options, including specific interest rates and total project costs.

Council Member Scales stated that he would like to hear from the City's legislative representatives about the sales tax option, the process involved, and whether they would be likely to support it.

Council Member Gliva asked how long the sales tax remained in place, noting that such taxes often become permanent once implemented.

Administrator Wilson stated that this information would be included in a more comprehensive report. She explained that a local sales tax must be designated for capital projects and can fund up to five specified projects or one. The tax is approved for a defined period.

Council Member Gliva stated that determining the sales tax impact would likely require a detailed study. She noted that visible taxes in places like St. Paul can discourage spending, as residents often react negatively to multiple added taxes.

Mayor Dietrich asked Clerk Malott to read the quick facts about Oakdale's sales tax referendum. She noted that the City held an initial vote followed by another to extend it. If both were approved, the 0.5% local sales tax rate would remain the same, but the sunset date would extend from 2048 to 2053 to generate an additional $9 million. About 50% of Oakdale's sales tax revenue comes from nonresidents who shop in the community.

Administrator Wilson clarified that while Oakdale found that 50% of its sales tax revenue came from nonresidents, the same assumption cannot automatically be applied to Inver Grove Heights.

Council Member Scales stated that data shows more people leave the City each day than come into it.

Council Member T'Kach stated that while not moving away from the sales tax discussion, she supports providing more detailed information on what the project would deliver and increasing public engagement through presentations that show potential designs, benefits, and compliance with ADA and facility requirements. She said that although no design exists yet, the next question is whether to move forward with one.

She noted that many residents were surprised by the project and emphasized the need for clear communication about costs, design, and measurable benefits such as improved vehicle longevity or staff efficiency. She said residents appreciate current snow removal services and want to understand how the investment would enhance those operations. She added that the Council must clearly define the need for the project and demonstrate that all options have been considered, including earlier repair estimates ranging from $4 million to $15 million to extend the life of the existing building.

Administrator Wilson stated that repairing the existing facility would not be a long-term solution, as the City has already outgrown the space. She noted that while there was a cost estimate for deferred maintenance, even maintaining the building for a single division would still require a significant investment.

Council Member T'Kach stated that the City could explore options such as keeping and expanding the existing facility or constructing a smaller building on nearby flat land. She noted that while the project envisions a large space, designers and architects could help determine what could be achieved within a reduced footprint at 35,000 or 50,000 square feet.

Director Connolly emphasized that the needs analysis was a thorough, year-long process that identified existing deficiencies and space limitations rather than ranking priorities. He explained that the study examined options such as expanding the existing facility and included input from staff, consultants, and the Council. While the analysis could be revisited, he noted this would require the Council's agreement to pause design work and return to that stage, which he does not recommend since the work has already been completed.

He stated that the purpose of the current discussion is to confirm whether the Council still believes there is a need for the project and to determine which funding options, if any, warrant further exploration. He stressed the importance of clear direction and a shared vision from the Council, as staff needs to know whether to continue moving forward or return to reevaluate prior work.

Council Member Murphy stated that while he understood Administrator Wilson's findings about referendum challenges, he believes the City must still move forward with the project. No one wants higher taxes, but they are unavoidable in this case, and residents will accept the increase if the need is clearly demonstrated. He expressed confidence that the community trusts the Council and supports transparency but noted that communication must improve to show residents the project's value. He added that delaying the project could create future problems, such as reduced snowplow efficiency or inadequate facilities for female employees and said the City should obtain more information on tax options and proceed with construction.

Council Member Scales stated that it would be valuable to gather resident feedback on the financing options now that a sales tax is known to be possible. He said it would be helpful to understand which option residents prefer or if they support either before proceeding further. He added that if one option is unlikely to succeed, the City should avoid spending a year pursuing it only to later find that residents would have favored a different approach.

Administrator Wilson explained that cities and school districts often engage professional communications or polling firms, such as Morris Leatherman, before referendums to gauge public opinion and share information about projects. While taxpayer funds cannot be used for advocacy, they can fund education campaigns outlining project size, costs, impacts, and benefits. She said polling can help identify community preferences and support for different financing options, though it would add time to the process. Any public vote would likely delay the project by about a year, with November 2026 being the earliest practical date.

Council Member Scales agreed that conducting research would be more cost-effective than moving forward with design and engineering before confirming the best path forward.

Administrator Wilson explained that pursuing any option other than Lease Revenue Bonds would delay the project by at least a year. She noted that voter referendums for property or sales taxes can only occur on five specific days each year: the first Tuesday in February, the first Tuesday in April, the first Tuesday in May, the first Tuesday in August, or on General Election Day in November. Holding a special election in February, April, or May would be costly and draw limited voter turnout, so August or November would be preferable. Ballot questions must be finalized 84 days in advance, meaning an August 2026 election would require a decision by mid-May. However, since the Legislature would still be in session then, November would be the most feasible timeframe for a sales tax question.

Council Member T'Kach clarified that she had understood the discussion to be referring to Lease Revenue Bonds rather than a voter referendum.

Administrator Wilson explained that Lease Revenue Bonds do not require a referendum, while General Obligation Bonds or a legislatively approved sales tax would. In either case, a ballot question must be approved by the governing body at least 84 days before the election.

Council Member Murphy asked if both options could appear on the same ballot.

Administrator Wilson said it may be possible, but most cities choose one approach to avoid confusion.

Council Member Gliva noted that school referendums often contain multiple questions.

Administrator Wilson explained that while some cities use multiple referendum questions for related projects, proposing both property and sales tax questions simultaneously could create confusion. She noted that most cities select one option and focus on clearly communicating what a yes vote would accomplish.

Mayor Dietrich expressed concern about transparency, citing past residents' feedback that franchise fees were not clearly explained.

Council Member Murphy agreed, saying it could appear as though the City were acting behind residents' backs.

Council Member T'Kach emphasized the need to better communicate the project's purpose, costs, and benefits, suggesting clearer visuals, updated estimates, and public engagement to explain priorities and design options. She also suggested considering scalable design options to allow for future expansion.

Council Member Scales noted that downsizing would produce minimal savings and designing for expansion would increase costs. He cautioned against pursuing an approach unlikely to succeed and stressed the need to identify a viable path forward before investing further resources.

Council Member T'Kach asked if the City should consider hiring a polling firm, such as Morris Leatherman, to survey residents and gather input.

Council Member Scales supported surveying residents to gather their input on whether a sales tax or bond would be the preferred financing approach.

Council Member T'Kach said a community survey would offer a clearer picture of resident opinions, noting that while some voiced opposition, others supported moving forward with construction.

Mayor Dietrich confirmed consensus to proceed and asked how the Council wished to move forward.

Council Member T'Kach said she would like to understand what the community wants before determining next steps.

Mayor Dietrich asked for clarification on what that process would entail.

Council Member T'Kach stated that to gather community input, the City should hire a professional polling firm or a similar organization to conduct a survey.

Mayor Dietrich noted that this would require additional taxpayer funding.

Administrator Wilson suggested that staff prepare a memo outlining two potential options: pursuing a sales tax, including the necessary research steps and estimated costs, and conducting a community poll with associated costs and timelines. She noted that these options could be pursued individually or together and that staff would provide additional details at a future meeting.

Council Member Scales stated that investing a small amount in research would be preferable to spending significant funds on planning and design efforts that may not result in progress.

Administrator Wilson stated that staff or the consultants could provide an update on the project's status, including how much of the architectural budget has been spent. She added that they can provide a clear estimate for proceeding to phase two of five and requested Council direction on whether to move forward.

Mayor Dietrich raised concerns about ensuring transparency, so residents remain informed.

Administrator Wilson said any research findings would be presented publicly at a future work session.

Mayor Dietrich added that some residents may still feel uninformed if they miss a single meeting and suggested more consistent outreach.

Administrator Wilson suggested creating a special issue of the Insights newsletter focused on the project but acknowledged that additional support would be needed due to limited staff capacity.

Mayor Dietrich recalled that despite past efforts, some residents still felt information was unclear.

Administrator Wilson clarified that the article previously published in Insights was intentionally placed on the front page to ensure visibility and transparency.

Mayor Dietrich stated that publishing the information on the front page of the Insights newsletter demonstrated the City's commitment to transparency.

Council Member T'Kach stated that the information did not clearly explain the individual cost to residents, which was a key concern for many.

Mayor Dietrich noted that some individuals who signed the petition were unaware of what they were signing and did so at the suggestion of neighbors, highlighting the spread of misinformation.

Council Member T'Kach stated that conducting a poll would likely provide a more accurate assessment of public opinion.

Council Member Murphy observed that residents also share responsibility to stay informed by reviewing agendas and attending meetings.

Council Member T'Kach requested to hear from the consultants.

Consultants from Wold Architects presented an overview of the proposed Central Maintenance Facility project, including the guiding principles, schematic site and floor plans, material concepts, elevations, renderings, cost estimates, and a detailed project schedule with identified next steps.

The project's guiding principles and objectives are to balance the utilitarian program while being mindful of public views from major thoroughfares or the broader City campus. Project phasing and staging should permit ongoing usage of the site by Public Works operations throughout the entirety of construction. The plan will prioritize accessibility and safety in the planning of mechanics spaces and provide spaces that facilitate inter-departmental collaboration but do not limit department-specific operations. It will include modern interior work environments with adequate staff support amenities. The site configuration should have ample space for current and future vehicle and equipment movement and parking while balancing the challenges and opportunities of the existing grades. The plan will also consider future Police Department needs in relation to training, gun range, parking, security, and site planning. Lastly, it will evaluate opportunities to incorporate sustainable strategies while being cost-effective with a long-term benefit for the City.

The Facility Site Plan includes updated office spaces located on the north side of the property, with clearly designated parking areas separating staff and public use. The public portion of the facility will remain accessible, while most of the site will be secured with gates and fencing. Maintenance and storage areas are positioned to the west, with entry and exit points for sheltered vehicle storage located to the south. A gravel boneyard area to the south provides flexible space for trailers and materials, and an access road runs down the hill with minimal retaining wall construction to maintain efficient vehicle movement. The plan utilizes the existing cold storage building for cost efficiency while constructing new operations facilities slightly uphill to accommodate daily activities.

The updated layout also includes a small office section with a lobby, conference rooms, and a new training room to support staff safety and operational meetings. Additional features include muster areas, four mechanic bays, larger pull-through bays for heavy vehicles, a wash bay, and a sign shop. These facilities will support maintenance for the entire City fleet, including Public Works, Fire, Police, and administrative vehicles.

The Facility Design Concept remains in its early development phase, aiming to create a durable, efficient structure that integrates seamlessly with surrounding City facilities such as City Hall and the Veterans Memorial Community Center. The design utilizes precast materials, brick tones, and metal panels to maintain visual cohesion while supporting the operational needs of Public Works. The layout includes designated office and public entry areas to the north, with warm vehicle storage, maintenance bays, and support spaces positioned behind for efficient workflow.

Building improvements prioritize staff safety, functionality, and sustainability. The design introduces greater access to natural light and modernized work areas, addressing the shortcomings of the current facility's limited exposure and space constraints. Increased window placement and energy-efficient materials will reduce the reliance on artificial lighting and improve overall working conditions. The concept reflects the project's guiding principles by balancing operational effectiveness with long-term energy and maintenance efficiency.

The project cost update compared the pre-design estimates from spring to the current schematic design phase, which provides a more detailed and accurate reflection of the facility's costs. The schematic design shows a reduction in total building square footage, largely due to revisions in cold and salt storage needs, which contributed to overall budget savings. Construction costs represent the direct building expenses, while soft costs include design, engineering, furniture, equipment, utility fees, and permits. Two key areas produced notable savings: first, site engineering efficiencies reduced the amount of grading and soil movement required; and second, reconfiguring the salt and material storage areas to include covered but movable outdoor bins and a hoop-style salt structure, rather than a hard-shell building, decreased costs further. The total projected construction cost for 2025 is approximately $49.2 million. Accounting for an estimated 4% annual inflation rate, the cost is expected to reach around $53 million by 2027. Overall, refinements throughout the design process have resulted in cost reductions and improved budget efficiency compared to earlier projections.

Council Member T'Kach asked whether the cost estimates included tariffs and similar factors or if those variables were too uncertain to account for at this stage, noting that materials such as steel can fluctuate significantly.

Jonathan Loose, consultant for Wold Architects and Engineers, explained that the current estimate reflects today's material costs, including all existing tariffs and taxes, but acknowledged that predicting future changes remains difficult. He added that between Wold and Kraus-Anderson, the project budget includes contingencies within the soft costs, along with an anticipated 4% inflation factor. These built-in buffers are intended to absorb typical market fluctuations. While extreme cost increases could require further discussion, he expressed confidence that the current budget structure should be able to withstand most pricing changes.

The project schedule extends from 2025 through spring 2028. Schematic design occurred from June to September 2025, followed by design development from September through December 2025, at which point another cost estimate will be completed for an updated market review. The construction document phase is planned for January through March 2026, with bidding scheduled for April 2026. Permitting and material procurement will take place between May and September 2026, leading to the start of construction in fall 2026. The construction phase will proceed in two parts: a 14-month period focused on the main building, followed by a smaller phase renovating the existing building for additional cold storage. The overall construction timeline is projected to run from fall 2026 through spring 2028.

Council Member Scales stated that the design development phase will be particularly important, noting that as the project advances, costs will become more refined and accurate. He added that it will be interesting to see if the current trend of cost adjustments continues as the design is narrowed down.

Mr. Loose explained that the design development phase is the most critical stage, as it involves obtaining detailed feedback from staff on each individual room. While schematic design focuses on the overall layout and space allocation of the building, design development examines every specific element, such as electrical outlets, equipment placement, and vehicle storage needs. This level of detail provides an important checkpoint for cost accuracy by identifying unforeseen requirements or overly conservative assumptions made in earlier phases.

Council Member Scales asked what percentage of cost accuracy the project team believed they had reached at the schematic design stage, noting that estimates are often expressed as a percentage range and inviting clarification if such a measure was still being used.

Mr. Loose explained that each cost estimate includes a built-in design contingency, which reserves a certain percentage of the budget to account for potential adjustments or unforeseen elements as the design progresses.

Council Member Scales noted that the contingency should decrease as the project advances through the design process.

Jonathan Loose, Wold explained that the design contingency was initially set at approximately 10% during the pre-design phase and has since been reduced to about 7.5%. As the design becomes more detailed, the contingency will continue to decrease.

Administrator Wilson explained that the contract with Wold covers five phases extending through construction. The schematic design phase has been completed at a cost of approximately $429,000.

Moving forward into design development would add an estimated $572,000 in costs. She reminded the Council that this phase of the project is being funded with cash that has been set aside over the past three years from the Host Community Fund, which was allocated to the Public Works Building Fund. She then asked whether the Council wished to authorize the architects to proceed with design development.

Mayor Dietrich asked what the Council's direction was regarding the next steps.

Council Member Scales stated that the project should continue moving forward, emphasizing the importance of progressing with both the design and the financial planning simultaneously. He noted that gaining more information throughout the process will lead to better decision-making.

Council Member T'Kach asked for clarification, noting that the decision to move forward applies only to the design development phase and not to the entire project.

Administrator Wilson confirmed that she was not asking the Council to authorize the entire project, but rather whether they wished to proceed to the next step. She explained that the first phase had been completed and asked if the Council wanted staff to direct the consultants to begin the second phase.

Council Member T'Kach asked whether the design development phase was expected to continue through December.

Administrator Wilson explained that the design development phase was originally planned to run from September through December. Due to a brief pause in the process, it will now extend approximately four months. Taking the holiday schedule into account, she estimated that the results of the design development phase would be available in late January or early February if the Council provided its approval.

Council Member T'Kach asked for clarification, noting that regardless of how the project is financed, design development will still be required to move the project forward.

Administrator Wilson confirmed that design development is necessary for any project that is going to be built.

Council Member T'Kach stated that design development could serve as a helpful communication tool for the public by showing greater detail, the thought process behind the project, and the rationale for its design. She asked whether others agreed with that assessment.

Council Member Gliva asked whether, if the project proceeds to the next phase without finalized financing, construction would still not begin until after the completion of the construction documents, which would be about a year away.

Administrator Wilson explained that the construction documents must be completed before the project can go out for bidding. She added that a new timeline would need to be developed to outline the sequence of steps leading up to the bid process.

Council Member Scales noted that if the project stays on schedule, the Council would likely be asked to consider approval for the next phase in January.

Administrator Wilson explained that the Council might choose to wait until financing is more fully secured before proceeding to the construction document phase. She noted that it would be possible to pause at the end of the second step to finalize funding. She also mentioned that a new building code is expected to be released soon, which may require some review and adjustments to the plans, though the documents should maintain a reasonable shelf life.

Council Member Gliva expressed support for moving forward with the second phase of the project.

Administrator Wilson stated that the City would proceed with the design development phase. She added that staff would provide additional information on polling residents and gathering community feedback, as well as prepare research outlining the potential process and requirements for pursuing a sales tax funding option.

Council Member T'Kach asked whether the information on polling would include details about potential consultants and associated costs. She clarified that the actual polling process should not occur until after tours or open houses are held and an educational campaign has taken place, noting that campaign funding would not be worthwhile beforehand.

Administrator Wilson explained that the timing of when to begin polling would be entirely up to the Council. She added that a potential consultant could outline approaches that have been effective in similar projects, but the decision of if and when to move forward with polling would rest with the Council.

F. Nominations for Bridge Builder Commemorative Coin Award

Mayor Dietrich noted that a separate email had been sent to the Council regarding this item.

Administrator Wilson stated that staff had provided three finalists for the Council's consideration.

Mayor Dietrich asked if everyone had the finalist information in front of them and whether the Council wished to have a discussion. She invited members to share their thoughts on the four finalists and asked how they would like to proceed.

Council Member Murphy stated that he had no concerns with the nominees but asked about the thought process behind selecting four finalists. He inquired whether staff had a particular strategy or rationale in mind when making that decision.

Administrator Wilson explained that the third nominee in alphabetical order had effectively received two nominations that were combined into one.

Mayor Dietrich acknowledged the clarification, noting they were listed as 3A and 3B.

Administrator Wilson explained that nominees 3A and 3B are City employees with similar roles, tenure, and contributions, known for their strong collaboration. She noted that recognizing them together aligns with the "Shine a Light" theme of this year's State of the City, which highlights the work of employees behind the scenes.

Mayor Dietrich asked for clarification, noting that their work appears to overlap significantly.

Administrator Wilson confirmed that their work both coordinates and overlaps, noting that they often operate within the same building and occasionally share staff and equipment to complete projects.

Council Member Murphy asked whether staff anticipated the possibility of multiple winners and, if so, whether that would mean awarding three coins if there were two recipients.

Administrator Wilson confirmed that multiple winners could be recognized and noted that the decision is entirely at the Council's discretion, allowing them to select one, several, or none of the nominees.

Mayor Dietrich asked how the voting process was conducted the last time the award was decided.

Administrator Wilson explained that the selection was previously made by consensus, with each Council member sharing which nominee they supported to get an initial sense of the group's overall preference.

Council Member Murphy recalled that the Council's original intent for the award was to build culture and maintain its value by limiting the number of recipients. However, given the success of last year's program and the positive momentum surrounding this year's event, he felt that recognizing multiple recipients early in the program made sense. He expressed support for nominees 1, 3A, and 3B.

Council Member Gliva expressed support for nominees 3A and 3B and said she would also be comfortable including nominee 1 but preferred focusing on highlighting nominees 3A and 3B.

Council Member Scales commented that all the nominees were excellent, noting it was not an easy decision. He expressed support for nominees 3A and 3B, stating that their selection aligns well with the theme of this year's State of the City and would be a positive reflection for the City.

Council Member T'Kach expressed support for nominees 3A and 3B, noting that she also valued nominees 1 and 2 for their contributions to the City's history. She stated that recognizing all four nominees would appropriately honor their collective impact and emphasized that awarding multiple recipients would still maintain the award's significance.

Council Member Murphy stated that if nominees 3A and 3B were selected, which appeared to be the consensus, the focus should be on highlighting their teamwork and problem-solving efforts rather than presenting them strictly as a single team.

Administrator Wilson agreed, noting that there would be two awards presented and two speeches.

Council Member Scales stated that recognizing the nominees in this way would be a great way to connect everything, noting that it ties together the State of the City and the overall message effectively.

Mayor Dietrich stated that she supported recognizing nominees 3A and 3B.

Administrator Wilson announced that the recipients of the Bridge Builder Award had been determined.

Administrator Wilson noted that invitations for the upcoming State of the City event had been distributed. She stated that Communications Manager Looze provided each Council member with a packet of invitations to share and reminded the Council to encourage recipients to RSVP.

Mayor Dietrich stated she would speak with Administrator Wilson in the morning regarding how to communicate the information externally to staff. She also reiterated that the EDA closed session discussion remains confidential.

G. CLOSED SESSION: City Administrator Annual Performance Evaluation

The Closed Session regarding the City Administrator's performance evaluation has been postponed.

5. <u>ADJOURN:</u>

Motion to Adjourn at 9:54 p.m. by Scales, second by Gliva.
Ayes: 5
Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Tammy Greenlee

Agenda Item 5.B.

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: October 27, 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 October 8, 2025 – October 21, 2025.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of October 8, 2025 – October 21, 2025. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	$472,650.62
Special Revenue	37,395.55
Debt Service	-
Capital Projects	981,181.18
Enterprise	703,339.46
Internal Service	305,544.35
Escrows	469.85
Total - All Funds	$2,500,581.01

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 10.27.2025
2. Disbursements Listing (10.8.2025 - 10.21.2025)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF October 8, 2025 – OCTOBER 21, 2025.

WHEREAS, a detailed listing of disbursements for the period of October 8, 2025 - October 21, 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	$472,650.62
Special Revenue	37,395.55
Debt Service	-
Capital Projects	981,181.18
Enterprise	703,339.46
Internal Service	305,544.35
Escrows	469.85
Total - All Funds	$2,500,581.01

Approved by the City of Inver Grove Heights, Minnesota this 27th day of October 2025.

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

City of Inver Grove Heights

Expense Approval Report
By Fund

Payment Dates 10/8/2025 - 10/21/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
LELS LOCAL #84	10/2/2025	10/02/2025	Credit: 9.2025 LELS Dues - Pou…	101.0000.000.2041	-73.00
LELS	INV0226213	10/03/2025	UNION DUES (LELS LIEUTENA…	101.0000.000.2041	292.00
INT'L UNION OF OPERATING …	INV0226214	10/03/2025	UNION DUES IUOE-49 REGUL…	101.0000.000.2041	175.00
INT'L UNION OF OPERATING …	INV0226215	10/03/2025	UNION DUES IUOE-49 WORKI…	101.0000.000.2041	86.65
IUOE	INV0226216	10/03/2025	UNION DUES IUOE-70	101.0000.000.2041	2,083.50
LELS LOCAL #84	INV0226217	10/03/2025	UNION DUES (LELS)	101.0000.000.2041	2,409.00
LELS	INV0226218	10/03/2025	UNION DUES (LELS)	101.0000.000.2041	64.66
LELS	INV0226219	10/03/2025	UNION DUES (LELS)	101.0000.000.2041	258.64
LELS	INV0226220	10/03/2025	UNION DUES (LELS SGT)	101.0000.000.2041	584.00
HIGHLAND SANITATION & RE…	0001451076	10/09/2025	Clean-Up Day 2025	101.5000.420.5310	6,475.22
TYLER TECHNOLOGIES, INC	025-530192	10/09/2025	Data Extraction Training: Hud…	101.1800.000.5340	450.00
TYLER TECHNOLOGIES, INC	025-531233	10/09/2025	Project Mgmt-AR Module	101.1800.000.5310	250.00
MN ASSOC OF GOV'T COMM…	02688	10/09/2025	MN Assoc of Gov Comm. ann…	101.4300.459.5335	34.00
ST. PAUL PIONEER PRESS	0925572521	10/09/2025	NoPH: Nuisance & Tree Abat…	101.5000.000.5310	114.40
ST. PAUL PIONEER PRESS	0925572521	10/09/2025	NoPH: Sign Ord 25-19X	101.5100.000.5330	27.50
ST. PAUL PIONEER PRESS	0925572521	10/09/2025	NoPH: Business Subsidy Policy	101.5100.000.5330	51.70
ST. PAUL PIONEER PRESS	0925572521	10/09/2025	Sum Pub - Ord 1514 Land Use …	101.5100.000.5330	39.60
METROPOLITAN COUNCIL	10/2/2025	10/09/2025	Monthly SAC Fee 9.2025 -Less:…	101.0000.000.4300	-149.10
IGH FIRE RELIEF ASSN	10/6/2025	10/09/2025	2025 Fire State Aid	101.2200.000.5065	314,377.07
IGH FIRE RELIEF ASSN	10/6/2025	10/09/2025	2025 Supp Fire State Aid	101.2200.000.5065	42,052.07
MADDEN GALANTER HANSEN,…	10/7/2025	10/09/2025	Labor Relations Services thru 9…	101.1120.000.5305	1,440.00
JR'S APPLIANCE DISPOSAL	116579	10/09/2025	Clean-up day 2025	101.5000.420.5310	3,199.95
RIVER HEIGHTS MARINA	12833	10/09/2025	electrical service for Boat 1	101.2200.000.5310	2.05
CULLIGAN	157984591006X093025	10/09/2025	bottled water for station 1	101.2200.000.5190	67.83
CULLIGAN	157985524824X093025	10/09/2025	Bottled water for RV	101.4200.000.5190	31.55
CULLIGAN	157986034674X093025	10/09/2025	bottled water for fire station 2	101.2200.000.5190	152.84
EYEMED	167020022	10/09/2025	9.2025 Retro Premium Credit	101.0000.000.2018	-4.65
EYEMED	167020022	10/09/2025	10.2025 Premium	101.0000.000.2018	314.47
FIRST IMPRESSION GROUP	172132	10/09/2025	Logo table runner for events	101.1300.000.5190	165.00
FIRST IMPRESSION GROUP	173258P	10/09/2025	2025 Fall Insights Newsletter …	101.1300.000.5325	3,801.09
FIRST IMPRESSION GROUP	173300	10/09/2025	Logo table runner for events	101.1300.000.5190	165.00
FIRST IMPRESSION GROUP	173386	10/09/2025	Business Cards - Brenda Dietri…	101.1000.000.5105	65.00
FIRST IMPRESSION GROUP	173386	10/09/2025	Business Cards - Kris Wilson	101.1100.000.5105	65.00
MAGIC TURF, INC.	17830	10/09/2025	RV Park Infield Lip Removal, G…	101.4200.000.5310	14,510.00
GRAHAM, JOHN	2025-066	10/09/2025	Inflatables and rental activities…	101.4300.453.5430	1,132.00
TAHO SPORTSWEAR	25TS04163	10/09/2025	fall soccer shirts	101.4300.454.5190	924.00
DAKOTA AWARDS & ENGRAV…	30002	10/09/2025	Name tag (w/magnet) - L. Kra…	101.5000.000.5190	12.00
DAKOTA AWARDS & ENGRAV…	30002	10/09/2025	Name tag (w/magnet) - B. Sch…	101.5100.000.5190	12.00
CINTAS CORPORATION	4244077719	10/09/2025	Street Uniforms Laundry	101.3200.000.5175	113.50
CINTAS CORPORATION	4244077719	10/09/2025	Park Uniforms Laundry	101.4200.000.5175	31.12
CINTAS CORPORATION	4244860681	10/09/2025	Street Uniforms Laundry	101.3200.000.5175	113.50
CINTAS CORPORATION	4244860681	10/09/2025	Park Uniforms Laundry	101.4200.000.5175	31.02
MESSERLI & KRAMER, P.A.	489813	10/09/2025	2025 Q4 Retainer for Legislati…	101.1000.000.5310	11,500.00
QUALITY FLOW SYSTEMS, INC.	49329	10/09/2025	Repair of Rich Valley Pump	101.4200.000.5400	2,110.00
BOUND TREE MEDICAL LLC	85938094	10/09/2025	vent chest seals	101.2200.000.5190	269.85
CENTURY LINK	9/19/2025	10/09/2025	phone line for fire alarm panel	101.2200.000.5320	59.71
TPC NORTHERN, INC.	9/29/2025	10/09/2025	Refund permit #PRPL2025002…	101.0000.000.2207	1.00
TPC NORTHERN, INC.	9/29/2025	10/09/2025	Refund permit #PRPL2025002…	101.5200.000.4186	64.00
CUSTOM REMODELERS, INC.	9/30/2025	10/09/2025	Refund cancelled permit surc…	101.0000.000.2207	1.00
WS&D PERMIT SERVICE	9/30/2025	10/09/2025	Refund of Cancelled Permit Su…	101.0000.000.2207	1.00
CUSTOM REMODELERS, INC.	9/30/2025	10/09/2025	Refund cancelled permit	101.5200.000.4184	236.00
WS&D PERMIT SERVICE	9/30/2025	10/09/2025	Refund of Cancelled Permit Fee	101.5200.000.4184	236.00
INNOVATIVE OFFICE SOLUTIO…	IN4941017	10/09/2025	Pens & Printer Paper	101.4300.459.5105	302.72

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INNOVATIVE OFFICE SOLUTIO…	IN4943193	10/09/2025	Clear Document Box	101.1800.000.5190	18.32
KIDTRESTING	INV-0011	10/09/2025	preschool family programming…	101.4300.454.5310	240.00
ZORO TOOLS, INC.	INV17284669	10/09/2025	Round laminate tabletops (x7)	101.2200.000.5160	774.83
N HARRIS COMPUTER CORPO…	MUNXT0000107	10/09/2025	2025 CityView Conf: Johnson …	101.5200.000.5340	2,400.00
MN LOCKS	101138331	10/16/2025	Padlock Cylinders and Keys	101.3200.000.5190	176.52
FUN EXPRESS INC	73912278501	10/16/2025	Goodie bags & fillers for Ghost…	101.4300.453.5190	190.72
INNOVATIVE OFFICE SOLUTIO…	CIN130840	10/16/2025	Office Chairs	101.1120.000.5105	1,215.00
MINNEAPOLIS OXYGEN CO.	'0000150177	10/16/2025	oxygen cylinder rental	101.2200.000.5125	239.45
HERITAGE LANDSCAPE SUPPLY…	0023460156-001	10/16/2025	turf herbicide	101.4200.000.5135	5,122.25
HERITAGE LANDSCAPE SUPPLY…	0023460156-002	10/16/2025	Turf herbicide	101.4200.000.5135	3,773.55
HERITAGE LANDSCAPE SUPPLY…	0023460156-003	10/16/2025	Turf Herbicide	101.4200.000.5135	1,346.00
CONWAY, TYLER	0092356	10/16/2025	2026 Princess Dance photobo…	101.4300.453.5310	225.00
EARL F ANDERSEN INC	0141060-IN	10/16/2025	Road Sign Supplies	101.3200.000.5125	5,094.85
TYLER TECHNOLOGIES, INC	025-532120	10/16/2025	Tyler Tutoring-User Security 9…	101.1800.000.5310	320.00
REVOLUTIONARY SPORTS, LLC	0838	10/16/2025	Preschool sports/ tball classes…	101.4300.454.5310	1,324.80
PHILIPS-SHCOKNECHT, JOSEPH…	10/7/2025	10/16/2025	Deposit for Breakfast W/Santa…	101.4300.453.5310	150.00
EHLERS AND ASSOCIATES, INC.	102905	10/16/2025	Connecting fee study 6.2025-8…	101.5000.000.5310	4,425.00
OCCUPATIONAL HEALTH CEN…	104271757	10/16/2025	Pre-employment physical	101.1120.000.5310	207.00
MCFOA	12/12/2015	10/16/2025	Clerk Training - Katie & Becky	101.1140.000.5340	100.00
AMAZING BALLOONS MN LLC	12132025	10/16/2025	Balloon artist for Breakfast wi…	101.4300.453.5310	375.00
EXPERT TREE SERVICE AND SC…	13757	10/16/2025	Tree trimming & removal - 10…	101.3200.000.5310	9,750.00
EXPERT TREE SERVICE AND SC…	13770	10/16/2025	Remove 2 abatement trees - …	101.5000.000.5310	1,000.00
FIRST IMPRESSION GROUP	172107	10/16/2025	Explore fire program brochure…	101.2200.000.5190	260.00
DANNER LANDSCAPING	20250	10/16/2025	Pulverized black dirt	101.4200.000.5190	1,632.00
AMERICAN TEST CENTER	2252137	10/16/2025	annual fire truck ladder testing	101.2200.000.5310	2,556.00
QUICKSCORES LLC	252254	10/16/2025	Volleyball leagues scheduler a…	101.4300.455.5395	161.00
TAHO SPORTSWEAR	25TS04494	10/16/2025	Adult Softball League & Playoff…	101.4300.455.5190	288.50
M & J SERVICES, LLC	3125	10/16/2025	Repair voids underneath curbs	101.3200.000.5415	645.00
SOLBERG AGGREGATE CO	31592	10/16/2025	Class 5 gravel	101.3200.000.5125	568.19
VINCO, INC.	40423	10/16/2025	Swing Bridge Power Over Ethe…	101.4200.000.5160	1,340.00
HANCE UTILITY SERVICES INC	41104	10/16/2025	private utility locates	101.4200.000.5310	586.75
CINTAS CORPORATION	4245570894	10/16/2025	Street Uniforms Laundry	101.3200.000.5175	158.99
CINTAS CORPORATION	4245570894	10/16/2025	Park Uniforms Laundry	101.4200.000.5175	36.15
STREAMLINE DESIGN INC	43881	10/16/2025	uniform shirts & cancer shirts	101.2200.000.5175	1,907.25
STREAMLINE DESIGN INC	43882	10/16/2025	Uniform T-shirts	101.2200.000.5175	527.97
TOTAL CONSTRUCTION & EQU…	44025	10/16/2025	Adjust lights at Oakwood Park	101.4200.000.5400	593.32
A-7 AUSTIN, LTD	46859	10/16/2025	1099 & W2 Forms & Envelopes	101.1800.000.5105	360.18
MN NCPERS LIFE INSURANCE	542000112025	10/16/2025	11.2025 Premium	101.0000.000.2024	224.00
MN NCPERS LIFE INSURANCE	542000112025	10/16/2025	11.2025 Retro Premium	101.0000.000.2024	-16.00
KENISON, TERRI	9/30/2025	10/16/2025	Cleaning fire stations 1, 2 & 3	101.2200.000.5310	1,600.00
CAREY S. LANGER	IGH100425	10/16/2025	Performer for Let's Pawty Hall…	101.4300.453.5310	200.00
MES I ACQUISITION, INC.	IN2344755	10/16/2025	uniform pants	101.2200.000.5175	200.00
MES I ACQUISITION, INC.	IN2345349	10/16/2025	New uniforms	101.2200.000.5175	90.78
INNOVATIVE OFFICE SOLUTIO…	IN4945929	10/16/2025	Folders, Pens, Staples & Highl…	101.2200.000.5105	52.22
RILEIGHS OUTDOOR, LLC	INV21270	10/16/2025	Happy Holiday Flags for Cahill…	101.4200.000.5190	1,017.25
RILEIGHS OUTDOOR, LLC	INV21270	10/16/2025	Stars & Stripes Flags for Cahill…	101.4200.000.5190	1,252.00
MIP V ONION PARENT LLC	MP285295	10/16/2025	Parks port-a-potty rentals 9.2…	101.4200.000.5430	2,195.25
MACQUEEN EMERGENCY GR…	P55766	10/16/2025	Key fobs for SCBA's	101.2200.000.5190	950.00
MACQUEEN EMERGENCY GR…	P55767	10/16/2025	accountability tags	101.2200.000.5160	1,560.00
MACQUEEN EMERGENCY GR…	P56022	10/16/2025	parts for SCBA to be fixed inh…	101.2200.000.5150	1,220.54
MN DEPT OF REVENUE	September 2025	10/17/2025	Taxes	101.0000.000.2205	1,286.36
MN DEPT OF REVENUE	September 2025CR	10/17/2025	Taxes	101.0000.000.2205	0.17
				Fund 101 - GENERAL FUND Total:	**472,650.62**
Fund: 201 - C.V.B. FUND					
RIVER HEIGHTS CHAMBER OF …	1035	10/09/2025	Monthly Office Rent 10.2025	201.5600.000.5430	600.00
RIVER HEIGHTS CHAMBER OF …	1036	10/09/2025	Health Insurance Reimbursem…	201.5600.000.5310	250.00
RIVER HEIGHTS CHAMBER OF …	1036	10/09/2025	Monthly Service Contract 9.2…	201.5600.000.5310	300.00
RIVER HEIGHTS CHAMBER OF …	1036	10/09/2025	Personnel Costs & Retirement…	201.5600.000.5310	6,312.34
RIVER HEIGHTS CHAMBER OF …	1036	10/09/2025	Cell Phone Reimbursement 9.…	201.5600.000.5320	75.00
MILLER, LILLYANNA	10/1/2025	10/16/2025	MN Tourism Conf. Dinner 10.…	201.5600.000.5340	44.97

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MILLER, LILLYANNA	10/1/2025	10/16/2025	MN Tourism Assoc. Conf. Mile…	201.5600.000.5340	165.90
MILLER, LILLYANNA	10/1/2025	10/16/2025	MN Tourism Assoc. Conf. Mile…	201.5600.000.5340	165.90
MILLER, LILLYANNA	10/1/2025	10/16/2025	Hotel for MN Tourism Assoc. …	201.5600.000.5340	332.26
MILLER, LILLYANNA	10/1/2025	10/16/2025	MN Tourism Conf. Lunch 10.3…	201.5600.000.5340	18.92
				Fund 201 - C.V.B. FUND Total:	**8,265.29**
Fund: 205 - COMMUNITY CENTER-OPERATING FUND					
OXYGEN SERVICE COMPANY, …	0003630774	10/09/2025	CO2 Pool Rental	205.4420.000.5125	184.63
OXYGEN SERVICE COMPANY, …	0008876997	10/09/2025	CO2 Pool	205.4420.000.5125	326.40
RETROFIT COMPANIES INC	0130946-IN	10/09/2025	Electronic Recyling	205.4420.000.5389	59.76
RETROFIT COMPANIES INC	0130946-IN	10/09/2025	Electronic Recyling	205.4430.000.5389	39.84
RETROFIT COMPANIES INC	0130946-IN	10/09/2025	Electronic Recyling	205.4440.000.5389	74.70
RETROFIT COMPANIES INC	0130946-IN	10/09/2025	Electronic Recyling	205.4450.481.5389	24.90
MN ASSOC OF GOV'T COMM…	02688	10/09/2025	MN Assoc of Gov Comm. ann…	205.4410.472.5335	51.00
CULLIGAN	157011438908X093025	10/09/2025	Solar salt	205.4420.000.5125	202.73
CULLIGAN	157011438908X093025	10/09/2025	Solar salt	205.4430.000.5125	135.16
CULLIGAN	157011438908X093025	10/09/2025	Solar salt	205.4440.000.5125	108.61
CULLIGAN	157011438908X093025	10/09/2025	Solar salt	205.4450.481.5125	36.20
ULINE	197670925	10/09/2025	File Cabinet for Amber/ Office…	205.4420.000.5160	757.54
CINTAS CORPORATION	5292209904	10/09/2025	Refill first aid supplies	205.4410.470.5190	194.73
4 ACE PRODUCTIONS	6/30/2025	10/09/2025	Fall Fest Entertainment	205.4450.482.5310	325.00
NASSEFF PLUMBING & HEATI…	69218	10/09/2025	IR heater preventative mainte…	205.4440.000.5310	2,532.75
NASSEFF PLUMBING & HEATI…	69218	10/09/2025	IR heater preventative mainte…	205.4450.481.5310	844.25
JAMES, ROSALYN	8/29/2025	10/09/2025	Refund for birthday party can…	205.4450.481.4380	452.62
CAREY S. LANGER	IGH92825	10/09/2025	Fall Fest Music Entertainment	205.4450.480.5310	150.00
INNOVATIVE OFFICE SOLUTIO…	IN4933040	10/09/2025	Notepads for Guest Services	205.4410.470.5105	31.17
INNOVATIVE OFFICE SOLUTIO…	IN4941017	10/09/2025	Pens & Printer Paper	205.4410.470.5105	229.95
AMERICAN BUSINESS FORMS, …	INV08378499	10/09/2025	Fall Fest Tote Bags	205.4450.482.5190	487.25
ONSITE PARTNERS PROJECTCO…	INV-1186	10/09/2025	9-2025 solar panel fee	205.4420.000.5355	2,720.56
ONSITE PARTNERS PROJECTCO…	INV-1186	10/09/2025	9-2025 solar panel fee	205.4430.000.5355	1,813.71
ONSITE PARTNERS PROJECTCO…	INV-1186	10/09/2025	9-2025 solar panel fee	205.4440.000.5355	3,568.18
ONSITE PARTNERS PROJECTCO…	INV-1186	10/09/2025	9-2025 solar panel fee	205.4450.481.5355	1,189.39
GRAINGER	9671380815	10/16/2025	Fitness Floor Box Cover	205.4430.000.5150	101.50
GRAINGER	9671380856	10/16/2025	Fitness Floor Box Covering	205.4430.000.5150	-91.37
ASSA ABLOY ENTRANCE SYST…	SEI1912046	10/16/2025	Grove ADA door repair	205.4420.000.5400	290.55
ASSA ABLOY ENTRANCE SYST…	SEI1912046	10/16/2025	Grove ADA door repair	205.4430.000.5400	193.70
UNITED RENTALS, INC	253985358-001	10/16/2025	Rental for carpet pull for turf	205.4440.000.5430	613.16
CINTAS CORPORATION	5296037001	10/16/2025	AED agreement - lap pool	205.4420.000.5310	7.53
SAFE-WAY BUS COMPANY	6020	10/16/2025	Kids ROCK field trip transporta…	205.4450.483.5343	949.21
GRAINGER	9659869326	10/16/2025	Tape measurers	205.4420.000.5160	67.79
GRAINGER	9659869326	10/16/2025	Rating labels	205.4420.000.5190	1.00
GRAINGER	9659869326	10/16/2025	Tape measurers	205.4430.000.5160	45.19
GRAINGER	9659869326	10/16/2025	Rating labels	205.4430.000.5190	0.67
GRAINGER	9664661197	10/16/2025	Pool Chemical Pump	205.4420.000.5150	932.87
GRAINGER	9667827217	10/16/2025	Fuse pool chemical feeder	205.4420.000.5150	11.58
GRAINGER	9669293731	10/16/2025	Fitness Floor Electrical Box Co…	205.4430.000.5150	91.37
MN DEPT OF REVENUE	September 2025	10/17/2025	Taxes	205.0000.000.2205	9,246.88
				Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:	**29,002.66**
Fund: 291 - EDA-CAPITAL FUND					
ST. PAUL PIONEER PRESS	0925572521	10/09/2025	Ad for Bid - Dickman Trl Utility…	291.5800.000.5330	127.60
				Fund 291 - EDA-CAPITAL FUND Total:	**127.60**
Fund: 437 - PW FACILITY REMODEL/EXPANSION					
BRAUN INTERTEC CORPORATI…	B445516	10/16/2025	Haz Mat Building Survey Invoi…	437.0000.000.5310	870.00
				Fund 437 - PW FACILITY REMODEL/EXPANSION Total:	**870.00**
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
ST. PAUL PIONEER PRESS	0925572521	10/09/2025	NoPH: Bacardi Ave	440.3210.000.5330	277.20
ST. PAUL PIONEER PRESS	0925572521	10/09/2025	NoPH: Argenta Trail Imp	440.3210.000.5330	273.90
ST. PAUL PIONEER PRESS	0925572521	10/09/2025	NoPH: 50th St E	440.3210.000.5330	264.00
BITUMINOUS ROADWAYS, INC.	9/26/2025	10/09/2025	2025 PMI Construction	440.3210.000.5610	321,141.80
BITUMINOUS ROADWAYS, INC.	9/26/2025	10/09/2025	2025 PMI Construction	440.3210.000.5610	574,894.78

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RTVISION, INC.	INV1260	10/09/2025	Construction Administration S…	440.3210.000.5395	554.25
WSB & ASSOCIATES, INC.	R-024055-000-19	10/09/2025	2025 PMI Construction Servic…	440.3210.000.5310	77,285.25
			Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:		**974,691.18**
Fund: 443 - TREE REPLACEMENT FUND					
ASHLEY ROSE SENJEM	149	10/16/2025	Goats & Paddock Fees	443.4210.000.5430	5,620.00
			Fund 443 - TREE REPLACEMENT FUND Total:		**5,620.00**
Fund: 510 - WATER-OPERATING FUND					
KLM ENGINEERING INC	11069	10/09/2025	Light Bulbs on Tower	510.7100.000.5400	915.00
CINTAS CORPORATION	4245013093	10/09/2025	Water plant rug rentals	510.7100.000.5430	301.71
CINTAS CORPORATION	4242122191B	10/15/2025	Rugs at WTP	510.7100.000.5310	200.00
PUMP AND METER SERVICE I…	1026211	10/16/2025	Booster Station Generator Tes…	510.7100.000.5310	187.50
PUMP AND METER SERVICE I…	1026212	10/16/2025	Inspect Generator at Booster …	510.7100.000.5310	437.50
CITY OF BLOOMINGTON	25581	10/16/2025	Bacteria Testing 9.2025	510.7100.000.5310	560.00
FIRST SUPPLY LLC	3807875-00	10/16/2025	PVC pipes & sand cloths	510.7100.000.5150	64.35
GOPHER STATE ONE-CALL	5090494	10/16/2025	Locate tickets	510.7100.000.5310	743.85
MN DEPT OF REVENUE	September 2025	10/17/2025	Taxes	510.0000.000.2205	10,944.76
			Fund 510 - WATER-OPERATING FUND Total:		**14,354.67**
Fund: 511 - WATER-CAPITAL FUND					
CITY OF EAGAN	10/2/2025	10/09/2025	Connection fees	511.0000.000.2206	3,184.30
DANIEL BAUER - TRUE MECH…	2382	10/16/2025	RTU Replacement - 50% Down	511.7110.000.5400	6,982.50
			Fund 511 - WATER-CAPITAL FUND Total:		**10,166.80**
Fund: 520 - SEWER-OPERATING FUND					
METROPOLITAN COUNCIL	0001194030	10/09/2025	MCES Sewer Charges 11.2025	520.7200.000.5373	202,840.87
QUALITY FLOW SYSTEMS, INC.	49727	10/09/2025	Blackstone Lift Station Inspect…	520.7200.000.5310	692.40
QUALITY FLOW SYSTEMS, INC.	49779	10/16/2025	Blackstone Lift Station Check …	520.7200.000.5405	9,650.00
			Fund 520 - SEWER-OPERATING FUND Total:		**213,183.27**
Fund: 521 - SEWER-CAPITAL FUND					
METROPOLITAN COUNCIL	10/2/2025	10/09/2025	Monthly SAC Fee 9.2025	521.0000.000.2207	14,910.00
METROPOLITAN COUNCIL	10/2/2025	10/09/2025	Adjustment due to late July p…	521.0000.000.2207	124.25
METROPOLITAN COUNCIL	9/3/2025	10/09/2025	8.2025 SAC Fees	521.0000.000.2207	273,350.00
			Fund 521 - SEWER-CAPITAL FUND Total:		**288,384.25**
Fund: 530 - STORMWATER-OPERATING FUND					
ADVANCED ENGINEERING AN…	105491	10/09/2025	Stormwater Utility Rate Study …	530.7300.000.5310	19,994.90
ADVANCED ENGINEERING AN…	105997	10/16/2025	Stormwater Utility Rate Study …	530.7300.000.5310	10,534.87
FORESTRY SUPPLIERS INC.	743147-00	10/16/2025	Swatter, torch, radio & fire ra…	530.7300.000.5160	405.80
FORESTRY SUPPLIERS INC.	743147-00	10/16/2025	Shirts & Pants	530.7300.000.5175	1,510.91
ESS BROTHERS & SONS INC	FF8582	10/16/2025	Dome Grate for Storm Water …	530.7300.000.5420	1,661.00
ESS BROTHERS & SONS INC	FF8583	10/16/2025	Storm Water components - Gr…	530.7300.000.5420	3,777.00
			Fund 530 - STORMWATER-OPERATING FUND Total:		**37,884.48**
Fund: 531 - STORMWATER-CAPITAL FUND					
BARR ENGINEERING COMPANY	23191572.00-5	10/09/2025	Water Resource Management…	531.7310.000.5310	23,936.00
			Fund 531 - STORMWATER-CAPITAL FUND Total:		**23,936.00**
Fund: 550 - GOLF COURSE-OPERATING FUND					
MANSFIELD SERVICE PARTNE…	IN00224463R	09/17/2025	Credit for golf cart fuel	550.7600.000.5130	-1,216.60
VYVYAN, THOMAS R OR MICH…	10/7/2025	10/09/2025	tax	550.0000.000.2205	59.82
VYVYAN, THOMAS R OR MICH…	10/7/2025	10/09/2025	refund for duplicate purchase…	550.7600.000.4820	736.18
COLLEGE CITY BEVERAGE	1188863	10/09/2025	beer for resale	550.7600.000.5199	344.90
COLLEGE CITY BEVERAGE	1191139	10/09/2025	Beer for resale	550.7600.000.5199	366.55
UNIFIRST CORPORATION	1410175516	10/09/2025	GC uniforms and towels laund…	550.7700.000.5175	44.38
SHAMROCK GROUP	142-00265	10/09/2025	Ice for resale	550.7600.000.5197	201.18
MTI DISTRIBUTING CO	1495718-00	10/09/2025	BendKnifes, Brackets & Cabling	550.7700.000.5150	1,838.34
MTI DISTRIBUTING CO	1495718-01	10/09/2025	Mower blade for repairs	550.7700.000.5150	64.84
MTI DISTRIBUTING CO	1496098-00	10/09/2025	Couplers for seeder	550.7700.000.5150	163.74
PERFORMANCE FOOD GROUP …	412068	10/09/2025	Food for resale	550.7600.000.5197	169.98
PERFORMANCE FOOD GROUP …	418309	10/09/2025	Pickle spears for resale	550.7600.000.5197	52.02
COCA COLA BOTTLING COMP…	49218640027	10/09/2025	CO2 exchange	550.7600.000.5197	-130.00
COCA COLA BOTTLING COMP…	49218640028	10/09/2025	Soda for resale	550.7600.000.5197	1,127.79
HEGGIES PIZZA	555151	10/09/2025	pizza for resale	550.7600.000.5197	74.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DENNY'S 5TH AVENUE BAKERY	56091	10/09/2025	bread for resale	550.7600.000.5197	130.72
DENNY'S 5TH AVENUE BAKERY	56200	10/09/2025	bread for resale	550.7600.000.5197	104.74
DENNY'S 5TH AVENUE BAKERY	56299	10/09/2025	bread for resale	550.7600.000.5197	84.33
PLAISTED COMPANIES, INC.	89198	10/09/2025	Golf course bunker sand	550.7700.000.5125	1,968.98
MANSFIELD SERVICE PARTNE…	IN-00272163	10/09/2025	golf cart fleet fuel	550.7600.000.5130	1,052.12
DENNY'S 5TH AVENUE BAKERY	56461	10/16/2025	bread for resale	550.7600.000.5197	130.72
UNIFIRST CORPORATION	1410177045	10/16/2025	GC uniforms and towels laund…	550.7700.000.5175	42.59
UNIFIRST CORPORATION	1410177063	10/16/2025	GC mats and towels laundry	550.7600.000.5430	68.79
PERFORMANCE FOOD GROUP …	423638	10/16/2025	paper supplies & can liners	550.7600.000.5125	200.30
PERFORMANCE FOOD GROUP …	423638	10/16/2025	food for resale	550.7600.000.5197	396.63
CINTAS CORPORATION	5297266502	10/16/2025	first aid supplies	550.7600.000.5190	93.58
DENNY'S 5TH AVENUE BAKERY	56592	10/16/2025	bread for resale	550.7600.000.5197	89.82
HERITAGE LANDSCAPE SUPPLY…	0023367642-001	10/16/2025	Turf seed	550.7700.000.5125	979.65
YAMAHA GOLF & UTILITY, INC.	01-311682	10/16/2025	golf cart engine bracket & driv…	550.7600.000.5150	748.87
PLUMBING RESTORATION AN…	2027821	10/16/2025	plumbing work and repair	550.7600.000.5400	266.10
PHILLIPS WINE & SPIRITS	5059426	10/16/2025	beer for resale	550.7600.000.5199	502.80
MULLIGAN MARKETING CONC…	10/17/2025	10/17/2025	10 % Marketing Fee 10/6-10/…	550.7600.000.5310	18,029.40
MULLIGAN MARKETING CONC…	10/17/2025	10/17/2025	10 % Marketing Fee 10/1-10/5…	550.7600.000.5310	63,202.40
MN DEPT OF REVENUE	September 2025	10/17/2025	Taxes	550.0000.000.2205	23,439.83
			Fund 550 - GOLF COURSE-OPERATING FUND Total:		**115,429.99**

Fund: 602 - RISK MANAGEMENT

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEAGUE OF MN CITIES INS TR…	25088	10/09/2025	W/C Deductible #496797	602.8200.000.5474	119.45
LEAGUE OF MN CITIES INS TR…	25135	10/09/2025	W/C Deductible #517835	602.8200.000.5474	1,467.44
LEAGUE OF MN CITIES INS TR…	9/1/2025	10/09/2025	Additional P/C Premium 9.01-…	602.8200.000.5470	4,198.00
LEAGUE OF MN CITIES INS TR…	9/12/2025	10/16/2025	P/C Premium 1.2026-2.2026	602.0000.000.1400	78,134.00
LEAGUE OF MN CITIES INS TR…	9/12/2025	10/16/2025	P/C Premium 12.2025	602.8200.000.5470	39,067.00
			Fund 602 - RISK MANAGEMENT Total:		**122,985.89**

Fund: 603 - CENTRAL EQUIPMENT

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION	4244077719	10/09/2025	Mechanic Uniforms Laundry	603.8300.000.5175	50.55
CINTAS CORPORATION	4244077719	10/09/2025	Shop Rentals	603.8300.000.5430	70.63
CINTAS CORPORATION	4244860681	10/09/2025	Mechanic Uniforms Laundry	603.8300.000.5175	50.55
CINTAS CORPORATION	4244860681	10/09/2025	Shop Rentals	603.8300.000.5430	70.63
CINTAS CORPORATION	4245013128	10/09/2025	Rug Rentals	603.8300.000.5430	534.02
CINTAS CORPORATION	9340245178	10/09/2025	AED agreement - PW	603.8300.000.5310	130.50
PRECISE MRM	IN001-2098211	10/09/2025	Tracto PTO pump	603.8300.000.5150	1,189.99
MACQUEEN EMERGENCY GR…	P13287	10/09/2025	Fire truck (#L13) door handle	603.8300.000.5150	378.93
MACQUEEN EMERGENCY GR…	P13289	10/09/2025	Fire truck (#T34) wiper switch	603.8300.000.5150	354.99
NUSS TRUCK AND EQUIPMENT	PSO243218-1	10/09/2025	Cabin air filter	603.8300.000.5150	225.26
NUSS TRUCK AND EQUIPMENT	PSO243218-2	10/09/2025	Credit for valve return	603.8300.000.5150	-203.45
NUSS TRUCK AND EQUIPMENT	PSO243391-1	10/09/2025	Air valve, level valve & control…	603.8300.000.5150	144.97
MACQUEEN EMERGENCY GR…	W07204	10/09/2025	Vehicle (#L13) water tank leak…	603.8300.000.5410	6,189.62
POMP'S TIRE SERVICE, INC.	980139775	10/16/2025	Vehicle (#2333) RO#76985 4 ti…	603.8300.000.5150	684.20
NUSS TRUCK AND EQUIPMENT	PSO246408-1	10/16/2025	Vehicle (#319) RO#77018 rear…	603.8300.000.5150	190.27
NORTH AMERICAN TRAILER S…	030001321645	10/16/2025	Fire truck (E17) service call	603.8300.000.5410	769.16
NORTH AMERICAN TRAILER S…	030004251067	10/16/2025	Loader (#3330) batteries	603.8300.000.5150	373.70
NORTH AMERICAN TRAILER S…	030004252108	10/16/2025	Dump truck (329) air dryer	603.8300.000.5150	183.57
NORTH AMERICAN TRAILER S…	030004252430	10/16/2025	Dump truck air dryer	603.8300.000.5150	183.57
NORTH AMERICAN TRAILER S…	030004253071	10/16/2025	Dump truck air fittings	603.8300.000.5150	15.28
NORTH AMERICAN TRAILER S…	030004253108	10/16/2025	Dump truck (323) air fittings	603.8300.000.5150	9.96
MN DEPT OF SECRETARY OF S…	10/6/2025	10/16/2025	Notary renewal	603.8300.000.5335	120.00
PUMP AND METER SERVICE I…	1026210	10/16/2025	Annual fuel tank test	603.8300.000.5310	657.50
FACTORY MOTOR PARTS COM…	1-11121368	10/16/2025	Stock filters	603.8300.000.5150	105.11
FACTORY MOTOR PARTS COM…	1-Z38031	10/16/2025	Stock battery	603.8300.000.5150	179.96
FACTORY MOTOR PARTS COM…	1-Z38032	10/16/2025	Shop supplies - Nitrile gloves	603.8300.000.5125	104.60
MANSFIELD OIL COMPANY	27040470	10/16/2025	Motor Fuels	603.8300.000.5130	12,164.99
MANSFIELD OIL COMPANY	27040471	10/16/2025	diesel fuel	603.8300.000.5130	6,622.33
DIAMOND MOWERS INC	292494	10/16/2025	Flail mower skid shoe	603.8300.000.5150	295.81
CINTAS CORPORATION	4245570894	10/16/2025	Mechanic Uniforms Laundry	603.8300.000.5175	54.55
CINTAS CORPORATION	4245570894	10/16/2025	Shop Rentals	603.8300.000.5430	74.63
INVER GROVE FORD	5361469	10/16/2025	Explorer TPMS Sensor	603.8300.000.5150	211.56

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INVER GROVE FORD	5361636	10/16/2025	Fire truck (E21) air filter	603.8300.000.5150	86.24
INVER GROVE FORD	5361702	10/16/2025	Police F150 (2333) wiring	603.8300.000.5150	52.24
FACTORY MOTOR PARTS COM…	70-600998	10/16/2025	Stock filters	603.8300.000.5150	18.42
FACTORY MOTOR PARTS COM…	74-366523	10/16/2025	Stock filters	603.8300.000.5150	124.75
INVER GROVE FORD	74-366669	10/16/2025	Stock filters	603.8300.000.5150	20.70
FACTORY MOTOR PARTS COM…	74-366765	10/16/2025	Loader air filter	603.8300.000.5150	41.57
GRAINGER	9668322440	10/16/2025	Safety knife, washers, nuts & s…	603.8300.000.5150	335.88
GRAINGER	9668322457	10/16/2025	Bolts, washers, screws & grind…	603.8300.000.5150	203.55
GRAINGER	9668322465	10/16/2025	Cutoff Tool, Grinding Disc & Sc…	603.8300.000.5160	956.43
MANSFIELD SERVICE PARTNE…	IN-00274346	10/16/2025	generator fuel	603.8300.000.5130	3,769.98
MACQUEEN EMERGENCY GR…	P13307	10/16/2025	Fire truck stanchion for grab b…	603.8300.000.5150	65.64
MACQUEEN EMERGENCY GR…	P13323	10/16/2025	Fire truck steering module	603.8300.000.5150	347.02
TRI-STATE BOBCAT INC.	P46393	10/16/2025	Skid loader Hyd fittings	603.8300.000.5150	136.31
TRI-STATE BOBCAT INC.	P46442	10/16/2025	Skid loader Hyd fitting	603.8300.000.5150	110.26
TRI-STATE BOBCAT INC.	P46443	10/16/2025	Credit for returned parts	603.8300.000.5150	-49.36
INTERSTATE POWER SYSTEMS,…	R001225461-01	10/16/2025	Service call for generator fuel …	603.8300.000.5405	818.51
MN DEPT OF REVENUE	10/17/2025	10/17/2025	Fuel Tax 9.2025	603.8300.000.5130	266.17
				Fund 603 - CENTRAL EQUIPMENT Total:	**39,492.25**
Fund: 605 - CITY FACILITIES					
MN LOCKS	101137766	10/09/2025	Keys	605.8500.000.5190	6.50
ARROW PEST CONTROL	10614	10/09/2025	Pest Control Services - PW	605.8500.000.5310	74.00
MEI TOTAL ELEVATOR SOLUTI…	1148475	10/09/2025	CIP City Hall Elevator Work	605.8500.000.5605	55,158.44
CULLIGAN	157985030228X093025	10/09/2025	Solar salt - CH	605.8500.000.5125	77.95
CINTAS CORPORATION	20440144	10/09/2025	City hall rug rentals	605.8500.000.5430	188.15
GILBERT MECHANICAL CONTR…	266286	10/09/2025	Fire station #2 VAV-4 system r…	605.8500.000.5400	176.00
NASSEFF PLUMBING & HEATI…	69219	10/09/2025	IR heaters preventative maint…	605.8500.000.5310	2,339.00
CINTAS CORPORATION	9340257135	10/09/2025	AED agreement - VMCC	605.8500.000.5310	134.42
CINTAS CORPORATION	9340296210	10/09/2025	AED Agreement - CH	605.8500.000.5310	270.00
ONSITE PARTNERS PROJECTCO…	INV-1186	10/09/2025	9-2025 solar panel fee	605.8500.000.5355	2,499.12
CINTAS CORPORATION	5296751307	10/16/2025	Hard surface disinfectant servi…	605.8500.000.5310	7.53
KENDELL DOORS & HARDWARE	IN121462	10/16/2025	Keys for PW	605.8500.000.5190	84.30
LVC COMPANIES, INC.	180652	10/16/2025	WTP Security System Fault Zo…	605.8500.000.5400	761.26
GRAINGER	9667827191	10/16/2025	Sanitary bags & Buffing pads	605.8500.000.5125	141.04
GIP III ZEPHYR ACQUISITION P…	INVRGRV-12510	10/16/2025	Solar garden fees 8.2025	605.8500.000.5357	59,962.89
GIP III ZEPHYR ACQUISITION P…	INVRGRV-22510	10/16/2025	Solar garden fees 8.2025	605.8500.000.5357	17,637.51
MID CENTRAL DOOR COMPA…	SI020866	10/16/2025	GGM keys for CH and PD	605.8500.000.5190	220.50
				Fund 605 - CITY FACILITIES Total:	**139,738.61**
Fund: 606 - TECHNOLOGY FUND					
LOCAL GOVERNMENT INFOR…	152576	10/09/2025	PD Network Services Thru 8.31…	606.8600.000.5310	310.00
US INTERNET	5417067	10/09/2025	Email Filtering System 9.2025	606.8600.000.5395	230.00
CONSOLIDATED COMMUNICA…	9/15/2025	10/09/2025	Monthly Phone bill 9.2025	606.8600.000.5320	1,065.51
POPP.COM, INC.	992892158	10/09/2025	Internet Phone System 9.2025	606.8600.000.5320	26.70
INNOVATIVE OFFICE SOLUTIO…	IN4942830	10/09/2025	Laminator Pouches - for East …	606.8600.000.5105	37.79
CADD ENGR SUPPLY, INC.	INV176897	10/09/2025	Printer Paper Rolls	606.8600.000.5105	245.95
CADD ENGR SUPPLY, INC.	INV176897	10/09/2025	Vinyl Banner	606.8600.000.5190	205.95
SPOK, INC.	J0317493V	10/09/2025	Monthly Translation Svcs 9.20…	606.8600.000.5395	5.70
N HARRIS COMPUTER CORPO…	MUNXT0000107	10/09/2025	2025 CityView Conf: Gade	606.8600.000.5340	1,200.00
				Fund 606 - TECHNOLOGY FUND Total:	**3,327.60**
Fund: 702 - ESCROW FUND					
ST. PAUL PIONEER PRESS	0925572521	10/09/2025	Pub - Ord 1512 - Amend 789 A…	702.5100.259.2050	30.80
ST. PAUL PIONEER PRESS	0925572521	10/09/2025	Sum Pub - Ord 1513 Cannabis…	702.5100.261.2050	39.05
DAKOTA COUNTY ATTORNEY	5/30/2025B	10/16/2025	Stipulation agreement - Case …	702.2000.005.2050	400.00
				Fund 702 - ESCROW FUND Total:	**469.85**
				Grand Total:	**2,500,581.01**

Agenda Item 5.C.

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Personnel Actions

MEETING DATE: October 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Janet Shefchik, HR Manager, 651.450.2512

ACTION REQUESTED
The Council is asked to confirm and approve the personnel actions as attached and authorize the appropriate officials to enter into a Separation Agreement, as provided to Council under separate cover.

BACKGROUND
The attached listing of hires, promotions, resignations and/or retirements is presented for Council approval, along with a previously discussed Separation Agreement with one of the City's full-time employees. Data contained in these documents 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 and authorization for the appropriate officials to enter into the provided Separation Agreement.

ATTACHMENTS
1. Personnel Actions 10.27.25 (hires-terms)

Agenda Item 5.D.

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Resolution Authorizing Summary Publication for Ordinance No. 1515 - Regarding Temporary Signs

MEETING DATE: October 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Jason Ziemer, Community Development Director, 651-450-2546
Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED
The Council is asked to adopt the attached Resolution, authorizing publication of a summary of Ordinance No. 1515, an ordinance amending Title 10 of the City Code, Chapter 15, Sections 10-2-2 and 10-15E, Regarding Signs.

BACKGROUND
The City Council approved Ordinance No. 1515 at its October 13, 2025 meeting. The purpose of the Ordinance was to amend City Code related to the use of non-commercial temporary signs. Due to the length of the ordinance, the Council is asked to authorize publication of a summary of the ordinance instead of the full ordinance. The Summary Publication has been drafted for placement in the Pioneer Press on Thursday, October 30, 2025.

Approval requires a 4/5 majority vote by the Council.

FISCAL IMPACT
There are cost savings associated with publishing summary ordinances.

RECOMMENDATION
Staff recommends adoption of the attached Resolution.

ATTACHMENTS
1. Resolution for Summary Publication

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. 2025-225

A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE NO. 1515, AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10, CHAPTER 15, SECTIONS 10-2-2 AND 10-15E, REGARDING SIGNS

WHEREAS, on October 13, 2025, the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1515 , an ordinance Amending Title 10, Section 10-2-2 and Chapter 15, Section 10-15E of the City Code Regarding Signs; and,

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

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

WHEREAS, the City Council for the City of Inver Grove Heights has reviewed the summary of Ordinance No. 1515 which is attached hereto as **Exhibit A**; and

WHEREAS, the City Council for the City of Inver Grove Heights has determined that publication of the title and a summary of Ordinance No. 1515 would clearly inform the public of the intent of the ordinance; and

WHEREAS, due to the length of Ordinance No. 1515 the City Council desires to publish a summary of the Ordinance.

NOW THEREFORE BE IT RESOLVED, by a vote of at least four-fifths of its members, that the City Council of the City of Inver Grove Heights hereby:

1. Approves the text of the summary of Ordinance No. 1515 attached as **Exhibit A** and authorizes the publication of the summary shown in **Exhibit A** in lieu of publication of the entirety of Ordinance No. 1515 in the City's official newspaper.

2. Directs the City Clerk to ensure that a full and complete printed copy of Ordinance No. 1515 is available for inspection during regular business hours at the office of the Inver Grove Heights City Clerk, by standard mail, or by electronic mail.

3. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 27th day of October, 2025.

CITY OF INVER GROVE HEIGHTS

By:______________________________
Brenda Dietrich
Its: Mayor

Attested:

By:______________________________
Rebecca Kiernan
Its: City Clerk

(Published in the *Pioneer Press* on_____________________, 2025.)

<u>**EXHIBIT A**</u>

SUMMARY PUBLICATION

ORDINANCE NO. 1515

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10, CHAPTER 15, SECTIONS 10-2-2 AND 10-15E, REGARDING SIGNS

On October 13, 2025, the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1515, an ordinance amending Inver Grove Heights City Code Title 10, Section 10-2-2 and Chapter 15, Section 10-15E. The purpose of the Ordinance was to amend City Code related to the use of non-commercial temporary signs.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1515, and it is directed that only the above title and summary of Ordinance No. 1515 be published, conforming to Minn. Stat. Sec. 331A.01, with the following:

NOTICE

A printed copy of the full text of Ordinance No. 1515 is available for public inspection by any person during regular office hours at the office of the Inver Grove Heights City Clerk, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, by standard mail, or by electronic mail, and at any other public location which the Council designates.

CITY OF INVER GROVE HEIGHTS

Agenda Item 5.E.

Request for Council Action

SUBJECT: Acceptance of Holiday Lighting Donation for Simley Island Park

MEETING DATE: October 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Council is asked to accept the donation of a holiday lighting display installation at Simley Island Park from community members Joe Atkins and Rob Reitberger, as recommended by the Parks and Recreation Advisory Commission (PRAC) and City staff.

BACKGROUND

The City has received a proposal from community members Joe Atkins and Rob Reitberger to donate the installation and display of holiday lights at Simley Island Park. The display would be installed the week of November 17 and removed the week of December 28 or January 4, and would feature LED lights on the island structure, small trees, and the bridge. There will be no permanent impact to existing structures or vegetation, and the lights will not be owned or stored by the City.

The display will not include signage or sound, and staff have confirmed that it will not contain faith-based language. The lights will remain on continuously due to minimal power use, with Mr. Atkins and Mr. Reitberger serving as contacts for any maintenance or repairs. Public viewing will occur from a distance, as visitors will not be encouraged to walk onto the bridge.

The donation includes installation and removal, with the City's only contribution being the provision of electricity for the display. At its October 8, 2025 meeting, the Parks and Recreation Advisory Commission voted unanimously (9-0) to recommend that the City Council accept the donation for the Simley Island Park lighting display.

FISCAL IMPACT

The fiscal impact of accepting the donation is minimal. The display will use LED lights, which have low energy consumption. City staff estimate the total electrical cost for the duration of the display to be approximately $100.

RECOMMENDATION

Staff recommends that the Council approve and accept the donation of a holiday lighting display installation at Simley Island Park, as proposed by community members Joe Atkins and Rob Reitberger.

ATTACHMENTS

1. Resolution Accepting Donation

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. ______

ACCEPTING DONATION OF HOLIDAY LIGHTING DISPLAY AT SIMLEY ISLAND PARK

WHEREAS, the City of Inver Grove Heights has received a proposal from community members Joe Atkins and Rob Reitberger to donate the installation and display of holiday lights at Simley Island Park; and

WHEREAS, the proposed display will be installed during the week of November 17, 2025, and removed the week of December 28, 2025, or January 4, 2026, and will feature LED lights placed on the island structure, small trees, and the bridge, with no permanent impact to existing structures or vegetation; and

WHEREAS, the lights will not be owned or stored by the City at any time, and the display will not include signage or sound nor contain faith-based language, consistent with the City's inclusive practices for events and programming; and

WHEREAS, the lights are proposed to remain on continuously due to minimal energy use, with Joe Atkins and Rob Reitberger serving as contacts for any necessary maintenance during the display period; and

WHEREAS, the donation includes the installation and removal of the lights, and the City's in-kind contribution will be limited to providing electricity for the display;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights does hereby accepts the donation of the holiday lighting display installation at Simley Island Park from Joe Atkins and Rob Reitberger, as described herein.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 27th day of October 2025.

____
Brenda Diedrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

Agenda Item 5.F.

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: 2026-2030 Contract with Kennedy & Graven for Civil Legal Services

MEETING DATE: October 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to authorize the appropriate officials to enter into the attached contract with the law firm of Kennedy & Graven to provide civil legal services for the five-year period of January 1, 2026 through December 31, 2030.

BACKGROUND

In July of this year, the City issued a Request for Proposals for civil legal services. Five firms provided proposals and three were interviewed by a selection committee consisting of the City Administrator, City Clerk, Police Chief, Parks & Recreation Director, Community Development Director, City Engineer, and Councilmembers Gliva and T'Kach. This is part of an ongoing effort to issue RFPs and review proposals for the major professional services the City relies on, including our auditor, insurance agent, etc, in an effort to ensure the City is getting the services it needs at a competitive price.

Based on a thorough review of the proposals and the results of the interview process, it is recommended that the City enter into the attached five-year contract with the law firm of Kennedy & Graven to retain the services of City Attorney Bridget Nason. While not anticipated, the contract does allow for either party to terminate the agreement with 30-days notice. The city's current contract with Kennedy & Graven expires on December 31, 2025.

FISCAL IMPACT

The proposed contract establishes rates for both general and specialized legal services for each year of the contract, providing some certainty for the City's budget. The increase in the general hourly rate is $5 per hour for each year of the contract, which equates to an increase of approximately 2.5% to 2.8%, depending on the year.

RECOMMENDATION

The selection committee recommends approval of the attached contract.

ATTACHMENTS

1. 2026-30 Legal Services Contract with Kennedy & Graven

CITY OF INVER GROVE HEIGHTS
LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is made this______day of_______________, by and between the City of Inver Grove Heights ("City"), a Minnesota municipal corporation, and Kennedy & Graven, Chartered ("Kennedy & Graven"), a Minnesota professional corporation.

WHEREAS, City has selected Kennedy & Graven to serve as the law firm to provide certain legal advice and assistance to the City; and

WHEREAS, City and Kennedy & Graven desire to embody their understanding in this Agreement in order to memorialize their agreement on such matters as scope of work and fee arrangements.

NOW THEREFORE, the parties mutually agree as follows:

I. SCOPE OF SERVICES

1.01 Kennedy & Graven agrees to perform legal services as requested by the City, with the exception of criminal prosecution activities (those matters involving the enforcement of laws of the State of Minnesota or the ordinances of the City through the use of the criminal justice system). Kennedy & Graven shall perform and carry out in a satisfactory and proper manner, as determined by the City, in accordance with the terms of this contract, the following:

A. Attendance by an attorney from Kennedy & Graven at all regular Council meetings;

B. Upon request, attendance at all special Council meetings and work sessions;

C. Upon request, attendance at meetings of City boards, commissions and committees;

D. Meetings with staff and public groups as requested by the Council or the City Administrator and public hearings before the Council;

E. Review and preparation of contracts and other routine legal documents;

F. Routine ordinance code amendments and preparation of resolutions;

G. Formal and informal legal advice to Council and staff, boards, commissions and committees; and

H. All other legal services as requested.

II. COMPENSATION

2.01 The City agrees to compensate Kennedy & Graven at the rates set forth in **Attachment A** to this Agreement for all legal services provided to the City.

III. METHOD OF PAYMENT

3.01 Kennedy & Graven will record all time spent on all matters covered by this Agreement. The City will compensate Kennedy & Graven for the actual and necessary expenses incurred by Kennedy & Graven on behalf of the City.

3.02 Billing by Kennedy & Graven to the City for services will be on a monthly basis, except as may otherwise be agreed upon by the parties. Kennedy & Graven shall submit to the City a monthly written invoice containing a detailed list of project labor and hours showing the tasks during the billing period including hours, rates, title and amounts. Each invoice also shall include a detailed list of reimbursable expenses incurred during the billing period. Subject to verification and acceptance of each invoice, the City shall pay Kennedy & Graven the invoiced amount.

IV. TERM

4.01 This Agreement shall commence on January 1, 2026, and shall continue through December 31, 2030 or such earlier time as it is terminated by either party. The City and Kennedy & Graven each have the right to terminate this Agreement at any time and for any reason or for no reason at all by submitting written notice of termination to the other party at least thirty (30) calendar days prior to the specified effective date of the termination. On the termination of this Agreement, all finished and unfinished documents and work papers prepared by Kennedy & Graven pursuant to this Agreement shall become the property of the City and Kennedy & Graven will be paid for services satisfactorily performed up to the date of the Agreement termination.

V. CONTRACT PERFORMANCE AND MODIFICATION

5.01 City Attorney Designation. Bridget Nason shall serve as the City Attorney for the City. Any of Kennedy & Graven's shareholders, associates, legal assistants and staff will also be available to assist with Kennedy & Graven's legal representation of the City.

5.02 Amendments. The terms of this Agreement may be changed or modified by mutual agreement of the City and Kennedy & Graven. Such amendments, changes, or modifications shall be effective only on the execution of written amendment(s) signed by the City and Kennedy & Graven.

VI. MISCELLANEOUS PROVISIONS

6.01 City's Authorized Agent. The City's authorized agent for purposes of administration of this Agreement is the City Administrator.

6.02 Kennedy & Graven's Authorized Agent. Kennedy & Graven's authorized agent for purposes of administration of this Agreement is Bridget Nason.

6.03 Conflict of Interest. Kennedy & Graven certifies that to the best of its knowledge, no City employee or employee or officer of any agency interested in this Agreement has any pecuniary interest in the business of Kennedy & Graven or with this Agreement and that no person associated with Kennedy & Graven has any interest that would conflict in any manner or degree with the performance of this Agreement.

6.04 Examination of Kennedy & Graven's Records. Pursuant to Minnesota Statutes§ 16C.05, Subd. 5, Kennedy & Graven agrees that the books, records, documents, and accounting procedures and practices of Kennedy & Graven that are relevant to the Agreement or transaction, are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. Kennedy & Graven shall maintain such records for a minimum of six years after final payment.

6.05 Data Practices Act. Pursuant to the provisions of Minn. Stat. § 13.05 subd. 11, all data created, collected, received, stored, used, maintained, or disseminated by Kennedy & Graven in performing legal services on behalf of the City is subject to the requirements of Minnesota Statutes Chapter 13, and Kennedy & Graven shall comply with the requirements of Minnesota Statutes Chapter 13 as if it were a government entity. All data supplied to Kennedy & Graven shall be administered consistent with the provisions of Minnesota Statutes Chapter 13 and data on individuals shall be maintained according to the statutory provisions applicable to the data.

6.06 Insurance. Kennedy & Graven agrees that at all times during the term of this Agreement, it will maintain in force lawyers' professional liability insurance with a coverage amount of not less than $5,000,000 aggregate with a deductible amount of not more than $100,000 per claim/$200,000 aggregate. Kennedy & Graven shall provide the City with a copy of the Certificate of Insurance showing all of the coverages carried by Kennedy & Graven upon request by the City.

6.07 Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the contractor's as the agents, representatives, or employees of the City for any purpose or in any manner whatsoever. Kennedy & Graven and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. Kennedy & Graven has or will secure at its own expense, all personnel required to perform the services under this Agreement. Any and all personnel of Kennedy & Graven or other persons while engaged in the performance of any work or services required by Kennedy & Graven under this Agreement shall have no contractual relationship with the City and shall not be considered employees of the City. Any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including without limitation, claims of discrimination against Kennedy & Graven, its officers, agents, contractors, or employees shall in no way be the responsibility of the City; and Kennedy & Graven shall defend, indemnify, and hold the City, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the City including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Compensation, disability, severance pay, and PERA.

6.08 Indemnification. Kennedy & Graven shall defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from Kennedy & Graven's (including its officials and agents) performance of the duties required under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or to the injury to or the destruction of property including a loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission or misconduct of Kennedy & Graven.

6.09 Laws. During the performance of this Agreement, Kennedy & Graven will be governed by all laws of the State of Minnesota and will comply with all applicable local, state, and federal laws, rules, and regulations, including but not limited to:

a. Non-Discrimination;
b. Human Rights;
c. ADA; and
d. Data Practices.

6.10 Sublet/Assign. This Agreement shall not be assignable except at the written consent of the City.

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

IN WITNESS WHEREOF, the City and Kennedy & Graven have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: ____________________

Brenda Dietrich

Its: Mayor

Attest __________________

Rebecca Kiernan

Its: City Clerk

KENNEDY & GRAVEN, CHARTERED

By: ____________________________

Bridget Nason, Shareholder

ATTACHMENT A

TO AGREEMENT FOR LEGAL SERVICES

Hourly rates for all services, excluding travel time for regularly scheduled Council and EDA meetings and attendance at weekly staff meetings. The minimum increment of billable time is six minutes (0.1 hour).

	2026	2027	2028	2029	2030
GENERAL COUNSEL (All City Attorney services identified in the RFP, unless listed below)					
Hourly rate for all attorneys	$175	$180	$185	$190	$195
Paralegals/Law Clerks	$120	$125	$130	$135	$140
NON-ROUTINE SERVICES (Administrative Proceedings; Non-Criminal Code Enforcement/Hazardous Building; Non-Routine Employment Matters; Real Estate Transactions and Title Actions; Special Assessment Appeals; Public Improvement Projects)					
All attorneys	$255	$260	$265	$270	$275
Paralegals/Law Clerks	$120	$125	$130	$135	$140
LITIGATION AND EMINENT DOMAIN; SPECIFIC DEVELOPMENT, REDEVELOPMENT, TAX ABATEMENT AND TIF PROJECTS					
All Attorneys	$275	$280	$285	$290	$295
Paralegals/Law Clerks	$140	$145	$150	$155	$160
PASS-THROUGH FEES*					
All Attorneys	$275	$280	$285	$290	$295
Paralegals/Law Clerks	$140	$145	$150	$155	$160
BOND COUNSEL-Per Current Firm Rates					

* Pass-through fees will apply to legal services that are not paid for from the City general fund and that are passed through to third parties, such as developers.

OVERHEAD COSTS

The firm will bill its out-of-pocket costs for such things as postage, property records research, filing fees, witness fees, and similar items to the City.

Photocopying: No charge **Mileage:** Then-current IRS business rate **Westlaw fees:** No charge

Agenda Item 5.G.

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: **Memorandum of Understanding Regarding Distribution of Cable Franchise Fee Revenue**

MEETING DATE: October 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to authorize the appropriate officials to enter into the attached Memorandum of Understanding (MOU) with the Northern Dakota County Cable Communications Commission (NDC4) to modify the distribution of cable franchise fee revenue for calendar years 2026 through 2031.

BACKGROUND

At its October 6 work session, the Council received a presentation from Beth Baumann, the new executive director of NDC4 and its partner organization, Town Square Television. NDC4 is a joint powers organization composed of seven member cities, including Inver Grove Heights, Lillydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and West St. Paul, which oversees the collective cable franchise agreement and operates government and public access channels. The baseline agreement between the members is that NDC4 will collect all franchise fees, retain 75% to fund their operations and distribute the remaining 25% to the member cities in accordance with the number of cable television subscribers residing in each city.

Last year, NDC4 approached its member cities seeking an agreement to reduce the amount distributed to individual cities to 12.5%, which all member cities agreed to. This year, with franchise fee revenue continuing to decline, and NDC4 facing certain added costs, they have asked cities to agree to a multi-year plan that would reduce the franchise fees distributed to cities as follows:

6.5% for 2025 (received by the Member Municipalities in April 2026)
5% for 2026 (received by the Member Municipalities in April 2027)
0% for 2027 (received by the Member Municipalities in April 2028)
0% for 2028 (received by the Member Municipalities in April 2029)
0% for 2029 (received by the Member Municipalities in April 2030)
0% for 2030 (received by the Member Municipalities in April 2031)

FISCAL IMPACT

The proposed reduction for 2025 - to be received in the spring of 2026 - was already reduced to $24,000 in the preliminary 2026 budget adopted by the Council in September. This would be consistent with the reduction to 6.5%.

RECOMMENDATION

Staff recommends the appropriate officials be authorized to enter into the attached MOU on behalf of the City.

ATTACHMENTS

1. NDC4 Memorandum of Understanding Regarding Franchise Fees (Oct 2025)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is by and between Northern Dakota County Cable Communications Commission ("Commission") and the cities of Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and West St. Paul, Minnesota ("Member Municipalities") (each individually a "Party" and collectively referred to as the "Parties").

RECITALS:

1. The Commission is governed by the Amended Joint and Cooperative Agreement adopted by the Member Municipalities ("JPA"); and

2. In the fall of 2020, the Member Municipalities each adopted an ordinance granting a cable franchise to Comcast of St. Paul, Inc. ("Comcast") for a ten (10) year term that obligates Comcast to submit a franchise fee of five percent (5%) of its quarterly gross cable service revenues.

3. Article X, Section 5 of the JPA provides that the Commission shall collect all franchise fees paid by Comcast and shall annually pay (payment remitted in April of the following year) the Member Municipalities twenty-five percent (25%) of the franchise fees received by the Commission ("Annual Contribution"); and

4. The number of Comcast cable subscribers in the Member Municipalities continues to decrease, resulting in lower franchise fee payments received by the Commission; and

5. As of April 2024, the Commission is subject to newly mandated Web Content Accessibility Guidelines ("WCAG"), including captioning, descriptive text for all meaningful images, and keyboard navigation; and

6. The Commission must comply with such WCAG by April 2026; and

7. The Commission is expected to expand and enhance technical support for video and web streaming for residents in the Member Municipalities; and

8. The Member Municipalities recognize that the Commission may require significant resources to expand accessibility in accordance with the WCAG and enhance technical support, programming, livestreaming, and download capabilities within all Member Municipalities; and

9. The Parties further desire to reduce the Annual Contribution to further assist the Commission; and

10. This MOU has been negotiated in good faith by the Parties.

NOW THEREFORE, the Commission and the Member Municipalities agree as follows:

1. This MOU shall become effective on December 1, 2025.

2. The Annual Contribution set forth in Article X. Section 5 of the JPA shall be reduced as follows:

a. 6.5% for 2025 (received by the Member Municipalities in April 2026);

b. 5% for 2026 (received by the Member Municipalities in April 2027);

c. 0% for 2027 (received by the Member Municipalities in April 2028);

d. 0% for 2028 (received by the Member Municipalities in April 2029); and

e. 0% for 2029 (received by the Member Municipalities in April 2030); and

f. 0% for 2030 (received by the Member Municipalities in April 2031).

3. This MOU will be governed by and interpreted and construed in accordance with the laws of the State of Minnesota.

4. This MOU may be amended at any time by written agreement between the Parties.

5. This MOU may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this MOU delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this MOU.

IN WITNESS WHEREOF, this MOU has been executed by the duly authorized representatives of the Parties as set forth below.

Signature page to follow.

NORTHERN DAKOTA COUNTY
CABLE COMMUNICATION COMMISSION

By: ______________________________
Mickey Kieffer, Chair

Dated: ________________________, 2025

CITY OF INVER GROVE HEIGHTS

By: ______________________________

Printed Name: ________________________

Title: ______________________________

Dated: ________________________, 2025

CITY OF LILYDALE

By: ______________________________

Printed Name: ________________________

Title: ______________________________

Dated: ________________________, 2025

CITY OF MENDOTA

By: ______________________________

Printed Name: ________________________

Title: ______________________________

Dated: ________________________, 2025

CITY OF MENDOTA HEIGHTS

By: ______________________________

Printed Name: ________________________

Title: Mayor

Dated: ________________________, 2025

By: ______________________________

Printed Name: ________________________

Title: City Clerk

Dated: ________________________, 2025

CITY OF SOUTH ST. PAUL

By: ______________________________

Printed Name: ________________________

Title: ______________________________

Dated: ________________________, 2025

CITY OF SUNFISH LAKE

By: ______________________________

Printed Name: ________________________

Title: ______________________________

Dated: ________________________, 2025

CITY OF WEST ST. PAUL

By: ______________________________

Printed Name: ________________________

Title: ______________________________

Dated: ________________________, 2025

Agenda Item 5.H.

Request for Council Action

SUBJECT: **Approval of Contract for Replacement of Back Stairs at the Community Center**

MEETING DATE: October 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Aaron Fitzloff, Facilities Maintenance Superintendent, (651) 450-2469

ACTION REQUESTED

The Council is asked to award a contract to Distinctive Iron in the amount of $47,250 for the replacement of the back stairs at the Community Center (VMCC).

BACKGROUND

The 2025 Community Center Capital Fund Budget includes a project to replace the deteriorating back stairs at the Community Center. These stairs are primarily used by staff and also serve as an emergency exit for patrons accessing the aquatics area balcony. The existing stairs have significantly deteriorated, necessitating full replacement.

Earlier this year, staff solicited and received two competitive quotes for this work:

- Distinctive Iron: $47,250
- Sierra Metal Inc.: $75,375.72

Since submitting their proposal, Distinctive Iron has completed the required architectural drawings for this project and staff have confirmed the proposed cost remains $47,250.

FISCAL IMPACT

This project was budgeted at $38,000. The recommended quote of $47,250 exceeds the budgeted amount by $9,250. This additional cost can be covered through savings on other 2025 Community Center capital projects, as well as funds that remain unspent on 2025 projects deferred to a future year.

RECOMMENDATION

Staff recommends Council award a contract to Distinctive Iron in the amount of $47,250 for the replacement of the back stairs at the Community Center.

ATTACHMENTS

1. Distinctive Iron Contract

Proposal

Distinctive Iron is WBE, SBE, and TGB Certified

Date 2/5/2025

Expiration Date 3/5/2025

Distinctive Iron, LLC.
15970 Jarvis St. NW
Elk River, MN 55330
Phone 763-441-8000
Fax 763-441-8056
nick@d-iron.com

TO All Bidders

Job	Location	Terms	Delivery Date	Bid Due Date
Veterans Memorial Community Center	Inver Grove Heights, MN	Progress Pmt		

Qty	Description	Unit Price	Line total
	Furnish and Install		
	New set of stairs, open grating treads with risers and nosings, better railing design to eliminate trapped water areas, and a full galvanized finish. Price includes demo and removal of existing stair.		$47,250.00

Subtotal	
Sales Tax	
Total	

General Exclusions: Engineering, Field measuring, Hardware other than in direct relation with our product, uni-strut, light gage materials, mastic/tar coatings, grouting of base plates, dock leveler frames, Finish paint or performance coatings of any kind, Galvanizing, Aluminum, brass, Stainless steel, No ada grating, cleaning of erected material, all joist to be shipped with standard primer to SJI specs, all exclusion to apply that the joist manufacture list in there bid.

This is a quotation on the items listed only, subject to the conditions noted. To accept this quotation, sign here and return: ____

We look forward to working with you!

Agenda Item 5.I.

Request for Council Action

SUBJECT: **Approval of Police Department Facility Improvements and Contract with Total Construction & Equipment, Inc.**

MEETING DATE: October 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Aaron Fitzloff, Facilities Maintenance Superintendent, (651) 450-2469
Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to approve the attached list of Police Department facility improvements and a construction contract with Total Construction & Equipment, Inc. in the amount of $69,046.

BACKGROUND

The Police Department's original 2024 budget request included $152,000 for a variety of office, training room, and other improvements to the Police Station portion of City Hall. During budget reviews, this request was reduced to $45,000 for 2024, with the intention of budgeting an additional $45,000 each year until the full list of improvements was completed.

At the beginning of 2024, the City Facilities Supervisor resigned and many of the city's facility projects were put on hold, including those on the Police Department's list of improvements. The $45,000 was carried over to the City Facilities 2025 budget and added to the $45,000 set aside in 2025 for these projects, bringing the total available funding in the City Facilities 2025 Budget to $90,000.

The Police Chief has reduced the number of requested facility improvements from the original 2024 list as the original cost estimates were significantly understated for the work being proposed. The projects proposed at this time are as follows: 1) construction of two new offices, 2) remodel of existing cubicles in the records area, 3) kitchenette replacement/repairs, 4) adding four lockers to the men's locker room, and 5) expansion and redesign of the bag storage area.

These improvements will enhance overall functionality, optimize workflow, and modernize work areas within the Police Department.

Given the cost for item 1) construction of two new offices, staff have obtained three competitive quotes for the general construction portion of the proposed improvements. The quotes were as follows:

- Total Construction & Equipment, Inc. – $69,046 (staff recommendation)
- Gardner Construction – $81,241
- Rutledge Construction – $84,111

Total Construction & Equipment, Inc. submitted the lowest responsible quote and is recommended for contract award. In addition to construction, there are related components that need to be included as part of this office build-out. Quotes have been obtained for those additional components and an estimated cost for the office build-out is summarized below:

1) Construction of 2 New Offices	**Cost**
General Construction (Total Construction & Equipment, Inc.)	$69,046
Electrical Upgrades	$8,800
Networking	$2,058
HVAC Modifications	$6,500
Subtotal	$86,404
Contingency	$10,000
Total Cost to Construct 2 New Offices	**$96,404**

The total cost estimate for all proposed improvements (Projects 1-5) is $122,612. With $90,000 available in the City Facilities 2025 Budget, this leaves a funding shortfall of $32,612. Staff have reviewed the 2025 City Facility Budget and identified several projects that have come in under budget or were completed below original project estimates. Savings from these projects can be utilized to cover the additional $32,612 needed to complete these facility improvements. This ensures that no additional appropriations or budget amendments are required, and all Police Department facility improvements remain within the 2025 City Facilities budget.

A complete list of the proposed projects, and corresponding cost estimates are as follows:

Project Description	**Cost**
1) Construction of 2 New Offices	$96,404
2) Remodel of Existing Cubicles in the Records Area	$13,708
3) Kitchenette (countertop replacement, surface repairs)	$2,000
4) Add 4 Lockers to Men's Locker Room	$7,500
5) Expansion and Redesign of the Bag Storage Area	$3,000
Total Cost for All Improvements	**$122,612**

Timeline
If approved, all facility improvement projects are anticipated to begin in late 2025 or early 2026. Due to scheduling, contractor availability, and the scope of work involved, portions of the work are expected to extend into 2026. As a result, a budget carryover request will be prepared and presented to the City Council in February 2026 to ensure that sufficient funds remain available to complete these projects.

FISCAL IMPACT

The total cost for all of the proposed improvements is $122,612, which is $32,612 over the current $90,000 budget. As indicated above, staff have identified savings within the 2025 City Facilities budget that can cover this balance.

RECOMMENDATION

Staff recommends approval of the list of proposed improvements and the attached contract with Total Construction & Equipment, Inc. in the amount of $69,046.

ATTACHMENTS

1. Total Construction & Equipment, Inc. Contract
2. Electrical Upgrades Quote
3. Network Cabling Quote
4. HVAC Improvements Quote

TOTAL CONSTRUCTION & EQUIPMENT, INC.
10195 Inver Grove Trail • Inver Grove Heights, MN 55076 • (651) 451-1384

PROPOSAL

NAME: Aaron Fitzloff **DATE: 9/25/25**

ADDRESS: 8055 Barbara Ave, Inver Grove Heights, MN 55077

RE:PD Office Remodel

We thank you for the opportunity to provide a quotation on the above referenced project. Having familiarized ourselves with the local conditions affecting the cost of the work, we propose to furnish all labor and material necessary to complete the project for consideration of:

Public Safety: $69,046.00

In clarification of our bid scope, we offer the following information:

- Public Safety
  - Poly Enclosures/Dumpsters
  - Demo as noted (Includes Storage and Flooring)
  - Walls as noted
  - New Ceiling Tile
  - New Door and Frames (Film Included)
  - Taping/ Painting
  - New Carpet ($30 SY Allowance)
  - New Exterior Windows
    - Oldcastle Series3000 XT Store Front

We wish to emphasize our gratitude in allowing us the opportunity to submit this proposal. We trust that our offering is clear and meets with your approval. In the event that you have questions or require clarification, please call.

Please **sign two copies** and **return one**. Prices quoted are for acceptance within 30 days.

ACCEPTED	For_________________	Total Construction and Equipment, Inc.
	By _________________	___Zachary Fritz_______

TOTAL CONSTRUCTION & EQUIPMENT, INC.
10195 Inver Grove Trail • Inver Grove Heights, MN 55076 • (651) 451-1384

T&M BUDGET PROPOSAL

NAME: Aaron Fitzloff **DATE:** 10/9/25

ADDRESS: PD Office Remodel

RE: T&M Budget for EC Scope of City Hall & PD Office Remodel

We thank you for the opportunity to provide a quotation on the above referenced project. There were no specifications, drawings, or bid documents provided to us. The below bid proposal is based off of a site visit only, see below bid scope clarifications for more info.

T&M Budget Proposal PD: $8,800.00

In clarification of our bid scope, we offer the following information:

1. Our T&M budget is based off of an onsite walk through held on 7/31/25.
2. For the PD remodel, we will provide conduit and wiring back to LA11 for the receptacle circuits. We will use the existing lighting ckt and rework the locations of the existing (6) light fixtures, reworking lighting control wiring, and add occupancy sensors to each office. We will be installing (4) duplex outlets and (2) data locations in each office.
3. We have included the cost for an electrical permit.
4. We will provide rough-in locations for the data locations, but assume the LV jacks and cable will be by other.
5. We have included costs for (6) new BLH120 circuit breakers.

We wish to emphasize our gratitude in allowing us the opportunity to submit this proposal. We trust that our offering is clear and meets with your approval. In the event that you have questions or require clarification, please call.

Please **sign two copies** and **return one**. Prices quoted are for acceptance within 30 days.

ACCEPTED For________________	Total Construction and Equipment, Inc.
By ________________	___Wade Skogstad_______

Commercial Infrastructure Cabling
3151 131ST AVENUE NW
COON RAPIDS, MN 55448
7632424721

Estimate

ADDRESS	SHIP TO
Marc Gade City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Aaron Fitzloff City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077

ESTIMATE #	DATE	
10722	08/25/2025	

DESCRIPTION	QTY	RATE	AMOUNT
Police Department Cabling for New Offices. Remove existing data locations. Install (8) new Category 6 Drops. .			
Installation Labor	1	1,140.00	1,140.00
Superior Essex Category 6 Plenum	2,000	0.39	780.00
Leviton Category 6 Jacks	8	9.79	78.32
Leviton 2 port faceplate	3	2.99	8.97
Miscellaneous parts	1	50.00	50.00

Thank you and have a great day!

TOTAL **$2,057.29**

Accepted By

Accepted Date

True Mechanical
3225 West 180th Street
Jordan, MN 55352
612-494-2496

PROPOSAL

TRUE MECHANICAL

8-26-2025

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

Ventilation Improvements

Description

- Police Department 2 new offices $6,500.00
  1. Provide and install (2) new supply runs off of the existing trunk lines.
  2. Provide and install (2) new supply diffusers
  3. Supply (2) new 24x12 egg crates.

Clarifications

- Overtime labor rates not included.
- Any service work not listed is not included.
- TAB included.
- Permit and mechanical engineering included.
- Excluded firestopping, painting and patching, abatement of asbestos or lead, electrical

Purchasers Acceptance

Print	
Sign	
Title	
Date	

Total: $6500.00
Price good for 30 days.
Down payment of 25% upon acceptance of proposal. 25% payment due when equipment arrives on site. 50% due after project completion.

True Mechanical
3225 West 180th Street
Jordan, MN 55352
612-494-2496

TRUE MECHANICAL

GENERAL TERMS AND CONDITIONS

1. All orders are subject to approval by the Credit Department of the Seller.
2. A 1 1⁄2% per month late payment charge will be applied to all past due invoices.
3. Materials or equipment must not be returned except by prior written approval from Seller. Transportation charges must be prepaid. Items not defective are subject to a 20% restocking charge.
4. Seller calls for its workmanship against defect for thirty (30) days from date the work is completed unless other terms are agreed to in writing by Seller. During that period, Seller will correct the defect in workmanship without charge for labor. Warranty service does not include routine maintenance. Parts, materials, and equipment warranty is limited to the same warranty terms that Seller receives from the manufacturer. Seller shall not be liable for loss, damage, or injury caused by failure or delay in performing services when such failure or delay arises from causes beyond our control.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR LIABILITIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. Purchaser shall assume risk of loss or damage to equipment given by Seller on the date that such equipment is set in place on the job. Purchaser shall insure such equipment and all other work supplied by Seller under this project against loss or damage in an amount sufficient to protect the interests of Seller against ALL RISK of loss. Purchaser shall cause Seller to be added as a named insured on such insurance policy until final payment is made by Purchaser to Seller.
6. Purchaser understands and agrees that:

A. This Proposal does not include the detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment holding asbestos. In the event that Seller encounters any asbestos product or material in the course of performing its work, Seller shall have the right to discontinue its work and remove its employees from the project site, or that portion of the project site wherein such product or material was encountered, until such product or materials, and any hazards connected therewith are abated, encapsulated, or removed, and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work, and/or comply with its obligations under this Proposal.
B. Seller may rely upon Purchaser's representations and warranties concerning asbestos and Purchaser's compliance with Asbestos Evaluation Requirements. Any other site investigation requirements notwithstanding, Seller shall have no duty to name, detect, or evaluate asbestos.
C. To the extent allowed by law, Purchaser shall defend, indemnify, and hold Seller harmless for any and all penalties, actions, liabilities, and damages arising from or relating to asbestos at this project site, including without limitation: installation, disturbance, or removal of any product holding asbestos or violation of governmental regulations relating to asbestos. Purchaser releases Seller from all claims and liability relating to asbestos at this project site, including claims for subrogation.

7. All agreements are contingent upon strikes, fire, flood, accidents, or delays caused by circumstances beyond our control.

Seller agrees that it will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, disability, national origin, sex, member or activity in a local commission, sexual orientation, age, marital status, status about public aid or any other characteristic protected by law and will include a similar provision in subcontracts entered into for the performance hereof.

CITY OF INVER GROVE HEIGHTS

Agenda Item 5.J.

Request for Council Action

SUBJECT: Resolution Authorizing Placement of Order for Replacement Fire Department Ladder Truck

MEETING DATE: October 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Judy Thill, Fire Chief, 651.450.2495

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing the ordering of a replacement ladder truck for the Fire Department from MacQueen Equipment LLC, at a cost of $2,127,578.

BACKGROUND

Like all city-owned vehicles, each item in the Fire Department's fleet is on a planned replacement schedule. These schedules can be up to 30 years, depending on the type of vehicle, use, and depending on how reliably they are operating and whether there are particular mechanical or electrical issues.

The Fire Department's Ladder 13 is currently scheduled for replacement in 2029, at 20 years of age. In the past, the lead time between the ordering and delivery of this type of vehicle was between 10-14 months. However, today's lead times have expanded significantly, and the current lead time for this type of vehicle replacement is closer to 48-50 months. This means that if the City places an order this month, the expected delivery date would be in late 2029 or early 2030. A similar matter came before Council in June 2023, when the Council approved the ordering of a new fire engine. That order was placed in June 2023 and the latest update from the vendor has delivery estimated in October 2026 which is 40 months after the order was placed.

In addition to the longer lead-times, the industry is seeing cost increases for fire vehicles taking place 2-4 times a year. With the City's 2023 engine order, the cost for that engine doubled over just an 8-year period. Today's price for a new ladder truck, using Sourcewell public procurement pricing, is $2,102,578. The vendor, MacQueen Equipment LLC, has notified the City of a 4% price increase which goes into effect November 1, 2025. This would equate to an additional $84,103 over the current price of $2,102,578. If past practice holds, there will be additional increases in 2026.

Because of the long lead time and potential for change orders, staff recommend Council approve a $25,000 contingency to cover any necessary change orders. If change orders exceed this contingency, staff will bring those forward for Council approval.

The current quote assumes a $100,000 trade-in for the city's existing ladder truck. Staff believe the existing ladder truck may have a higher value than $100,000 when it is replaced, so the request for disposal of the existing truck is through trade-in, or sale through a third-party vendor based on which option yields the highest return. As a reminder, the current ladder truck will not be traded in or sold until the new ladder truck is delivered and in service.

Given that the lead time on this replacement is estimated for 2029 or 2030, which aligns with the vehicle's current replacement schedule, staff recommend the Council approve placing the order now, before the 4% price increase goes into effect on November 1.

FISCAL IMPACT

As of December 2025, the City will have saved $1,442,349 for the replacement of Ladder 13. Annual allocations of $267,183 are scheduled each year for 2026, 2027, and 2028, which will put the final saved balance at $2,243,898 by the end of 2028. Given the delivery estimate of late 2029/early 2030, there should be sufficient balances saved to pay for this vehicle when it gets delivered.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, authorizing the ordering a replacement ladder truck for the Fire Department.

ATTACHMENTS

1. Resolution

CITY INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.________

RESOLUTION AUTHORIZING THE ORDER OF A REPLACEMENT LADDER TRUCK FROM MACQUEEN EQUIPMENT LLC IN THE AMOUNT OF $2,127,578.

WHEREAS, as per the city's current Central Equipment replacement schedules, Ladder Truck 13 is scheduled for replacement in 2029; and

WHEREAS, the current lead time to receive this ladder truck, if ordered now, is 48-50 months, putting delivery in 2029 or 2030; and

WHEREAS, the cost of fire trucks continues to increase and there is 4% increase effective November 1, 2025, with additional price increases anticipated for 2026; and

WHEREAS, the current quote from MacQueen Equipment LLC is $2,102,578; and

WHEREAS, because of the long lead time and potential for change orders, staff recommend Council approve a $25,000 contingency for change orders, bringing the total estimated cost for this purchase to $2,127,578; and

WHEREAS, the savings balance in the Central Equipment Fund (Fund 603), specifically allocated for the replacement of Ladder Truck 13, will be sufficient to cover this purchase by the end of 2028, even though delivery is not anticipated until late 2029 or early 2030; and

WHEREAS, once delivered and in service, existing Ladder Truck 13 will be surplus property and staff recommendation is to consider either trade-in or sale through a third-party vendor, which yields a higher amount.

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

1) Staff are authorized to order a replacement ladder truck, replacing Ladder Truck 13, from MacQueen Equipment LLC, at a cost of $2,102,578 plus contingency allotment of $25,000 to be paid for at the time of delivery using monies allocated and saved for within the Central Equipment Fund (Fund 603).
2) Once the new ladder truck is received and in service, existing Ladder Truck 13 will be considered surplus property and staff are authorized to either trade-in or sell this existing ladder truck through a third-party vendor, whichever option yields the highest amount.

Adopted this 27th day of October by the City Council of Inver Grove Heights, MN.

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

Agenda Item 5.K.

Request for Council Action

SUBJECT: Resolution Approving Joint Powers Agreement Regarding the Minnesota Financial Crimes Task Force

MEETING DATE: October 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED
The Council is asked to adopt the attached Resolution, approving a Joint Powers Agreement with the Minnesota Financial Crimes Task Force.

BACKGROUND
The Minnesota Bureau of Criminal Apprehension (BCA) has a Financial Crimes Task Force that assists local law enforcement agencies with their investigations of financial crimes. The IGH Police Department desires to enter into the necessary Joint Powers Agreement in order to have access to these BCA resources as needed.

FISCAL IMPACT
There is no cost to the City to utilize the services provided by the BCA.

RECOMMENDATION
Staff recommends adoption of the attached Resolution, approving the Joint Powers Agreement.

ATTACHMENTS
1. Resolution - Financial Crimes Task Force JPA
2. Financial Crimes Joint Powers Agreement Inver Grove Heights PD

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF INVER GROVE HEIGHTS ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA FINANCIAL CRIMES TASK FORCE

RESOLUTION NO.___

WHEREAS, the City of Inver Grove Heights, on behalf of its Police Department, desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension (BCA) to participate in the Minnesota Financial Crimes Task Force (MNFCTF) established to investigate and prosecute identity theft and related financial crimes..

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through the BCA and the City of Inver Grove Heights on behalf of its Police Department, are hereby approved.
2. That the Police Chief, Melissa Chiodo, or her successor, is designated the Authorized Representative for the Police Department.
3. The City Council hereby authorizes Police Chief Chiodo to execute the State of Minnesota Joint Powers Agreement. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

Adopted by the City Council of Inver Grove Heights, this 27th day of October 2025.

Ayes:
Nays:

____
Brenda Dietrich, Mayor

Attest:

____
Rebecca Kiernan, City Clerk

State of Minnesota
Joint Powers Agreement
Minnesota Financial Crimes Task Force

SWIFT Contract No.: 278295

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the city of Inver Grove Heights acting on behalf of the Inver Grove Heights Police Department, 8150 Barbara Ave, Inver Grove Heights, Minnesota 55077 ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minnesota Statutes § 471.59, subdivision 10, the BCA and Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute identity theft and related financial crimes, and the Governmental Unit wishes to participate as a member of the Minnesota Financial Crimes Task Force ("MNFCTF").

Agreement

1. Term of Agreement

1.1 Effective Date. This Agreement is effective on the date State obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.

1.2 Expiration Date. This Agreement expires March 30, 2027, unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement, which will allow the Governmental Unit to become a member of the MNFCTF. The MNFCTF has a three-pronged approach consisting of **prevention, education, and enforcement** to combat financial crimes.

3. Standards

The Governmental Unit will adhere to the MNFCTF standards identified below:

3.1 Provide and assign only licensed peace officers for services pursuant to this Agreement.

3.2 Investigate major financial crimes by organized groups or individuals related to identity theft, e.g., bank fraud, wire fraud, access device fraud, commercial fraud, retail fraud, and other similar economically related forms of fraud (as defined in Minnesota Statutes § 609.52).

3.3 Prepare an investigative plan for each case assigned, which will include: the identification of witnesses and witness statements; and obtaining and analyzing appropriate bank and business records.

3.4 Prepare a case synopsis that will include witness lists and relevant evidence for presentation to state and/or federal prosecutors for prosecution.

3.5 Comply with state and/or federal laws in obtaining arrest warrants, search warrants, and civil and criminal forfeitures, including compliance with proper legal procedures in securing evidence and, when applicable, recovery of computers.

3.6 Understand and use appropriate legal procedures in the handling of informants, including documentation of identity, monitoring of activities, use, and recordation of payments.

3.7 Use, as appropriate, a comprehensive portfolio of investigative technologies and techniques, including surveillance, covert technologies, and undercover assignments.

3.8 Interview and prepare reports on the victims of financial crimes, directing those victims to appropriate public and private resources to assist them in the recovery of their identities.

3.9 Investigate cases involving cross-jurisdictional and/or organized financial crime and high-value theft schemes. [Note: An assignment may require travel throughout Greater Minnesota in addition to the seven-county metropolitan area as investigations expand or as assigned by the task force commander.]

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

4.1.1 Conduct investigations in accordance with provisions of the Minnesota Financial Crimes Task Force standards, identified in clause 3 above, and conclude such investigations in a timely manner.

4.1.2 Maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded quarterly to the MNFCTF Commander, or the Commander's designee, for statistical reporting purposes.

4.1.3 Assign one or more employees of the Governmental Unit as members to the MNFCTF. All employees of the Governmental Unit assigned as members, and while performing MNFCTF assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member. All services, duties, acts, or omissions performed by the MNFCTF member will be within the course and duty of the member's employment and therefore covered by the Workers' Compensation and other compensation programs of the Governmental Unit, including fringe benefits.

4.1.4 Make a reasonable good faith attempt to be represented at all scheduled MNFCTF meetings in order to share information and resources among the MN FCTF members.

4.1.5 Participate fully in any audits required by the Minnesota Financial Crimes Task Force.

4.2 The parties mutually agree that any investigators assigned to the MNFCTF by the Governmental Unit will be provided an undercover vehicle and basic equipment, e.g., a gun, handcuffs, a vest, etc., by the Governmental Unit.

4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a member as an employee of the Governmental Unit.

5. Reimbursement Requests and Payments

5.1 Governmental Unit must first submit a written request for funds and receive written pre-approval for the funds from BCA.

5.2 Governmental Unit must supply original receipts or readable copies of receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the BCA to the Governmental Unit within thirty (30) calendar days of the invoice date, with payment made to the Governmental Unit Authorized Representative's address listed below.

6. Authorized Representatives

The BCA's Authorized Representative is the person below or his successor:

Name: Tony Ofstead, MNFCTF Commander
Address: Department of Public Safety; Bureau of Criminal Apprehension
Financial Crimes and Fraud
1430 Maryland Street East
Saint Paul, Minnesota 55106
Telephone: 651-793-3771
E-mail Address: Tony.Ofstead@state.mn.us

The Governmental Unit's Authorized Representative is the person below or his successor:

Name: Melissa Chiodo, Chief of Police
Address: Inver Grove Heights Police Department
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077
Telephone: 651-450-2526
E-mail Address: mechiodo@ighgmn.gov

If the Governmental Units Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA in writing/email.

7. Assignment, Amendments, Waiver, and Agreement Complete

- **7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- **7.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- **7.3 Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- **7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify the BCA. The BCA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

- **12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- **12.2** Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the MNFCTF Commander, in a timely manner, all investigative equipment that was acquired with funding received under this Agreement.

13. E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)

For services valued in excess of $50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the BCA, the Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the BCA. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with the Governmental Unit and made available to the BCA upon request.

14. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. **STATE ENCUMBRANCE VERIFICATION**
   Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: ____

Date: ____

SWIFT PO Number: 3000079290______________________

2. **GOVERNMENTAL UNIT**
   Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By: ____

Title: ____

Date: ____

By: ____

Title: ____

Date: ____

By: ____

Title: ____

Date: ____

3. **DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION**

By: ____
(with delegated authority)

Title: Deputy Superintendent, Investigations_____________

Date: ____

4. **COMMISSIONER OF ADMINISTRATION**
   As delegated to the Office of State Procurement

By: ____

Title: ____

Date: ____

ADMIN ID: ____

Agenda Item 5.L.

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: **Resolutions Awarding Contract and Approving Budget for Dickman Trail Utilities Extension (City Project EDA25-01)**

MEETING DATE: October 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Chris English, Graduate Civil Engineer, 651-248-0157

ACTION REQUESTED

The Council is asked to consider the attached Resolutions, awarding a contract and approving a budget for the Dickman Trail Utilities Extension (City Project EDA25-01).

BACKGROUND

Project EDA25-01 is for the installation of sanitary sewer, storm sewer, and water main along Dickman Trail extending from 71st Street East to Concord Boulevard. Bids for the project were opened on October 13, 2025; there were eight total bidders. The low bidder, S R Weidema Inc, had a total bid of $1,169,678.20. This was approximately 9% less than the project budgeted amount of $1,281,910 and within the total budget proposed by the Economic Development Authority (EDA).

The EDA has a special meeting prior to the October 27, 2025 City Council meeting during which it will receive an update regarding the industrial redevelopment project, as proposed by Interstate Industrial LLC (Developer), which may have an impact on the Dickman Trail utility project, notably the awarding of this contract and approving the budget for this project. The EDA will be asked to direct City staff as to how to proceed regarding the proposed development as well as provide guidance to the City Council as to how to proceed regarding this requested action.

FISCAL IMPACT

Project	CONTRACT AWARD	5% CONSTRUCTION CONTINGENCY	LEAF COSTS (18%)	TOTAL BUDGET
EDA25-01	$1,169,678.20	$58,483.91	$210,542.08	$1,438,704.19

Funding for the project is proposed to come from the EDA Capital Projects Fund (Fund 291) as indicated in the attached Resolution and would include the use of grant dollars from the Minnesota Department of Employment and Economic Development (DEED) and the Dakota County Community Development Agency (CDA). The estimated budgeted amount, as listed in Agenda Item 5.A presented to the Economic Development Authority (EDA) of Inver Grove Heights on May 12, 2025, was $1,478,910. The proposed start date for this project is October 28, 2025, in order to utilize the DEED grant funding within the allowed funding period.

RECOMMENDATION
Pending decisions and recommendations from the EDA regarding this project, staff recommends adoption of the attached Resolutions, awarding the contract to S R Weidema.

ATTACHMENTS
1. Resolution Awarding Contract For City Project EDA25-01
2. Resolution Approving Budget For City Project EDA25-01

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. ________

RESOLUTION AWARDING CONTRACT TO PEMBER COMPANIES, INC. FOR CITY PROJECT EDA25-01 - DICKMAN TRAIL UTILITIES EXTENSION

WHEREAS, pursuant to an advertisement for bids for City Project No. EDA25-01 – Dickman Trail Utilities Extension, bids were received and opened online on October 13, 2025, at 10:00 a.m., read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	5% Bid Bond	Base Bid
S R Weidema, Inc.	Yes	$1,169,678.20
McNamara Contracting	Yes	$1,234,567,89
Veit & Company, Inc	Yes	$1,308,590.65
S.M. Hentges & Sons, Inc	Yes	$1,349,286.20
Max Steininger, Inc	Yes	$1,404,053.96
Meyer Contracting Inc.	Yes	$1,435,628.23
Bituminous Roadways Inc.	Yes	$1,443,469.50
Geislinger & Sons	Yes	$1,640,167.20

WHEREAS, S R Weidema, Inc. is the lowest responsible bidder for a total contract amount of $1,169,678.20.

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

1. The Mayor and Clerk are hereby authorized and directed to enter a contract with S R Weidema, Inc. in the name of the City of Inver Grove Heights, for City project EDA25-01 – Dickman Trail Utilities Extension, according to plans and specifications on file at the Office of the City Clerk.
2. 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 lowest bidder shall be retained until the contract has been fully executed.
3. Project funding for City Project No. EDA25-01 in the contract amount of $1,169,678.20 shall be provided by the EDA Capital Projects Fund (Fund 291)

Approved by the City Council of the City of Inver Grove Heights, Minnesota, on this 27th day of October 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. EDA25-01 – DICKMAN TRAIL UTILITIES EXTENSION

WHEREAS, the City Council has considered City Project No. EDA25-01 providing new sanitary sewer, storm sewer and watermain along Dickman Trl, extending from 71St St E to Concord Blvd; 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. That the following budget is hereby adopted for City Project No. EDA25-01 – Dickman Trail Utility Extension.

PROJECT COSTS	**EDA25-01**
Construction Bid	$1,169,678.20
Legal, Engineering, Administrative, & Finance (LEAF)(1)	$210,542.08
Construction Contingency (5%)	$58,483.91
TOTAL	**$1,438,704.19**

FUNDING SOURCES	**EDA25-01**
EDA Capital Projects Fund (Fund 291)	$1,438,704.19
TOTAL	**$1,438,704.19**

(1) Cost based on 18% of contract bid costs for the work.

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 27th day of October 2025.

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

Agenda Item <u>5.M.</u>

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Resolution Approving Site Improvement Agreement for Hillcrest Pointe Phase 2

MEETING DATE: October 27, 2025
ITEM TYPE: Consent Agenda
CONTACT: Benjamin Schneider, Senior Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the Site Improvement Agreement for Hillcrest Pointe Senior Housing Phase 2.

BACKGROUND

The Dakota County Community Development Agency ("CDA") is proposing to construct a 57-unit senior housing facility at 9170 Cahill Avenue ("Subject Property"). The Subject Property is 5.7 acres and has an existing 66-unit senior housing facility on the southern half of the site. The proposed second phase would be constructed on the northern half, and the layout would substantially mirror the existing facility.

On September 22, 2025, the City Council granted the following approvals for this project:

- Resolution approving a Comprehensive Plan Amendment to re-guide the Subject Property from MDR, Medium Density Residential to HDR, High Density Residential. (*NOTE:* The Metropolitan Council officially approved this Comprehensive Plan Amendment on October 20, 2025.)
- Ordinance approving and amendment to the Arbor Pointe PUD to change the "Development District" designation of the Subject Property from "Medium Density Residential – R-III" to "High Density Residential – R-IV"
- Resolution approving a Major Site Plan Review to construct a 3-story, 57-unit senior housing facility
- Resolution approving a Vacation of Drainage and Utility Easement over an existing stormwater pond that is proposed to be moved.

The attached Site Improvement Agreement is the final item requiring City Council approval in order for the project to proceed. The Resolution seeks approval of the attached Agreement, subject to final review and any minor edits by the City Attorney.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS
1. Resolution Approving Site Improvement Agreement
2. Site Improvement Agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. ______

RESOLUTION APPROVING SITE IMPROVEMENT AGREEMENT FOR LOT 1, BLOCK 1, ARBOR CREST 2ND ADDITION

WHEREAS, the Dakota County Community Development Agency ("CDA") is proposing to construct a new 57-unit senior living facility ("Project") on Lot 1, Block 1, Arbor Crest 2nd Addition ("Subject Property"); and

WHEREAS, the City Council previously approved Resolution No. 2025-211 ("Approval"), a resolution approving a Major Site Plan for the Project; and

WHEREAS, a condition of the Approval is that the CDA enter into a Site Improvement Agreement with the City.

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

1. The Site Improvement Agreement is hereby approved, subject to minor revisions as approved by the City Attorney
2. The Mayor and City Clerk are authorized to execute the Site Improvement Agreement

Adopted by the City Council of Inver Grove Heights on this 27th day of October, 2025.

Ayes:
Nays:

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS
SITE IMPROVEMENT AGREEMENT

HILLCREST POINTE SENIOR HOUSING 2ND ADDITION

THIS SITE IMPROVEMENT AGREEMENT ("Agreement") is made this this 13th day of October, 2025 by and between the Dakota County Community Development Agency (CDA), a public body corporate and politic, under the laws of the State of Minnesota, with its principal office located at 1228 Town Centre Drive, Eagan, MN 55123 ("Developer"), and the City of Inver Grove Heights, a Minnesota municipal corporation ("City"), located at 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077; collectively referred to hereafter as "Parties."

1. **PROJECT.** The Developer is constructing a 96,995-square foot, 57-unit senior apartment building and associated site improvements, known as Hillcrest Pointe 2nd Addition ("Development"), on the existing 5.7-acre parcel located at 9170 Cahill Avenue ("Subject Property"), and legally described in Exhibit A.

2. **APPROVALS.** On September 22, 2025, the City Council approved the following for the Development: Comprehensive Plan Amendment, per Resolution No. 2025-210; Major Site Plan, per Resolution No. 2025-211; Vacation of an Existing Drainage and Utility Easement, per Resolution No. 2025-212; and a Zoning Text Amendment to the Arbor Pointe Planned Unit Development (PUD), per Ordinance No. 1512, all collectively referred to hereinafter as "City Approvals." The Development is subject to all conditions of the authorizing resolutions and ordinances of the City Approvals and terms as stated herein, and conditioned upon Developer entering into this Agreement, providing any security and escrow as may be required by this Agreement, and compliance with all applicable ordinances, statutes, and regulations of the City of Inver Grove Heights and State of Minnesota.

3. **PLANS.** The Subject Property shall be developed according to the approved site, civil, architectural and construction plans on file for the Development at City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077 ("Approved Plans"). For the purpose of this Agreement, the Approved Plans shall include but are not limited to the following: site, grading and erosion control; street and utility; parking and pedestrian; landscaping; stormwater/SWPPP, etc., as approved by the City Engineer on ___, 2025

and stamped as FINAL APPROVED and dated on ____, 2025. The written terms of this Agreement shall control the Approved Plans. The Developer shall not amend and the Development shall not vary from the Approved Plans, except upon review and approval of the City Engineer or designed representative.

4. SITE IMPROVEMENTS. The Development shall comply with the Approved Plans and all applicable zoning and land development regulations of the City.

Site Improvements ("Improvements") shall be installed according to the Approved Plans, and the City's Engineering Guidelines, Adopted Specifications for Construction and associated specification modifications, and Standard Detail specifications. Plans and specifications must be prepared and signed by a registered professional engineer and approved by the City Engineer or designated representative. The City reserves the right to reject any and/or all plans submitted, including proposed plan revisions, or portions thereof. All Improvements shall be constructed by the Developer according to the Approved Plans, and solely at Developer expense. The Developer, at Developer expense, shall be required to complete the following specific site improvements as required by City Approvals as described in Section 2 and this Agreement, if listed.

None.

5. RIGHT OF ENTRY

5.01 License to Developer. The City, at no charge to Developer, grants to Developer a Temporary License ("License") over, under and across public rights-of-way adjacent to and located on the Subject Property for the purpose of constructing the Improvements. The License shall commence with the execution of this Agreement and terminate upon Final Approval of the Improvements and release of this Agreement.

5.02 Right of Entry to City. Developer grants to the City, its agents, representatives, employees, officers and contractors, a right of entry to access all areas of the Subject Property to perform any and all work and inspections necessary or deemed appropriate by the City or to take any corrective actions deemed necessary by the City in conjunction with this Agreement. Right of entry conveyed by the Developer to the City shall terminate upon Final Approval of Improvements and release of this Agreement.

6. PERMITTING.

Developer shall obtain all permits as may be required by the City, Dakota County, State of Minnesota and any other entity with permitting authority for the Subject Property. All fees and related escrow and security requirements associated with the Development shall be solely at Developer expense and must be paid in full to the issuing entity prior to issuance of any permits.

7. PERMANENT DRAINAGE & UTILITY EASEMENTS.

If required, Developer shall provide any Permanent Drainage & Utility Easements ("Easements") in favor of the City for the purpose of governing the installation and maintenance of stormwater management facilities, as required for the Development. Easements shall be in a form approved by the City and shall be recorded against the Subject Property at Developer's expense prior to issuance of a building permit for the Development.

8. RESPONSIBILITY FOR COSTS.

8.01 Escrow. If required by this Agreement, and as stated in Exhibit B, Developer shall deposit funds into an escrow account with the City. Such escrow funds shall be used by the City to cover the costs of administering this Agreement, including, but not limited to: legal, planning, engineering, and construction observation, inspection and testing. Developer shall be responsible for providing additional funds to maintain a positive cash escrow balance, and/or pay outstanding balances owed within 30 days after receipt of invoice from the City. Remaining escrow shall be released to the Developer upon Final Approval of Improvements, submittal and approval of record plans, and expiration of all warranties on Improvements, as defined herein and approved for the Development.

8.02 Surety. If required by this Agreement, and as stated in Exhibit B, to guarantee compliance with the terms of this Agreement and construction of Improvements, the Developer shall furnish the City with a financial guarantee ("Surety") in the form of either: 1) an irrevocable Letter of Credit from a bank and pursuant to standard form and format as required by the City; 2) a cash deposit; or 3) a combination thereof, in the amounts as stated in Exhibit B. A Letter of Credit shall be provided by a financial institution in good standing, as verified by the City Attorney, and shall be based on the standard form and format of the City. Approval and acceptance of the Letter of Credit shall be at the discretion of the City Administrator or designated representative.

The City may draw down the Surety, without notice, for any violation of the terms of this Agreement, or if the Surety would be allowed to lapse prior to the end of the required term. If the required improvements are not completed at least 60 days prior to the expiration of the Surety, the City may also draw down the Security. If the Surety is drawn down, proceeds shall be used to cure the default.

Upon receipt of proof satisfactory to the City that work has been completed, with City Council approval the Surety may be reduced from time to time by up to 80 percent (80%) of the financial obligations that have been satisfied. At least 20 percent (20%) shall be retained as Surety until all required Improvements have been completed and record plans are submitted to and approved by the City Engineer or designated representative, at which time the Developer may request a final reduction of the Surety and a release of this Agreement according to Section 17 of this Agreement.

8.03 Hold Harmless. Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from site approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

9. CONSTRUCTION OF IMPROVEMENTS.

9.01 Performance of Work. All labor and work shall be done and performed in conformance to the Approved Plans and specifications. No deviations from the Approved Plans and specifications will be permitted unless approved in writing by the City Engineer or designated representative. Developer shall not do any work or furnish any materials not covered by the Approved Plans and specifications, and special conditions of this Agreement, for which reimbursement is expected from the City, unless such work is first approved in writing by the City Engineer or designated representative as provided in the specifications.

9.02 Staking, Surveying & Inspections. Developer shall provide all staking, surveying, construction administration and inspection for the Improvements to ensure that the completed Improvements conform to the Approved Plans and specifications. At the discretion of the City Engineer or designated representative, the City will provide for general inspection and shall be notified of all tests to be performed. Inspections and tests may be performed by City staff and/or consultant engineering or test firms, as contracted by the City to perform that work. Developer shall reimburse the City for costs incurred by the City staff and/or its agents, officers and contractors for site and construction inspections.

9.03 Unsatisfactory Labor or Materials. Any material or labor supplied by the Developer that is rejected by the City Engineer or designed representative as defective or unsuitable shall be removed and replaced with approved material, and such rejected labor shall be done anew to the specifications and approval of the City Engineer or designated representative. Work shall be at the sole cost and expense of the Developer.

9.04 Final Inspection & Acceptance. Upon completion of the Improvements, the City Engineer or designated representative, a representative of the contractor, and a representative of the Developer's engineer shall make a final inspection of the work to determine if the Improvements were installed according to the Approved Plans. Final approval and acceptance of the Improvements shall be in written form from the City to Developer ("Final Approval").

9.05 Record Plans. Upon completion of the Improvements, Developer shall provide the City with Record Plans ("As-Builts") in conformance with the City's Engineering Guidelines/ Standard Detail for City records. Developer shall supply the City with one (1) complete set of plans in the file type and format as instructed by the City Engineer.

10. GRADING & EROSION CONTROL.

10.01 Land Alteration Permit. By execution of this Agreement, the City agrees to allow the Developer to complete the Improvements without obtaining a separate Land Alteration Permit. Prior to commencing work, Developer shall obtain all other appropriate permits as may be required Dakota County, State of Minnesota or other entities with permitting authority for the Subject Property. Developer agrees to provide the required Surety, as stated in Exhibit B, for land alteration activities as detailed in the Approved Plans.

10.02 Erosion Control Installation. Prior to initiating site grading, the Erosion Control Plan shall be implemented by the Developer and inspected and approved by the City Engineer or designated representative, as part of the Approved Plans. If a site exceeds more than one (1) acre in size, the Developer is required to obtain an NPDES/SDS permit for construction activity from the Minnesota Pollution Control Agency (MPCA) prior to starting work on any site work and must include a Storm Water Pollution Prevention Plan (SWPPP) as part of the Approved Plans. Erosion control practices must comply with best management practices as defined by the Minnesota Pollution Control Agency. Developer shall furnish any surety required by this Agreement for the purpose of erosion control for the Development. The City may impose additional erosion control requirements if determined beneficial.

10.03 Erosion Control Maintenance. All areas disturbed by the excavation and back filling operations shall be reseeded within the timelines as required by the MPCA NPDES/SDS permit, approved SWPPP for this Development and/or the City's Water Resource Management Plan, unless authorized and approved in writing by the City Engineer or designated representative. Except as otherwise provided in the Erosion Control Plan, seeded areas shall be according to the City's current seeding standards, and shall be fertilized, mulched, and disc-anchored as necessary for seed retention. If the Developer does not comply with the Erosion Control Plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion at the Developer's expense. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurs for such work within 10 days, the City may draw down on security to pay any costs.

11. STREET CLEANING. Developer shall be responsible for cleaning of public streets, driveways and parking areas within and immediately adjacent to the Development and Subject Property. Scraping and sweeping shall take place daily when work is occurring, unless otherwise specified in the Approved Plans.

12. CONSTRUCTION HOURS; DUST. Developer will comply with all the requirements of City Code Section 5-5-12 pertaining to the hours and days during which construction activities may take place. The Developer shall provide dust control to the satisfaction of the City Engineer or their designated representative.

13. CONSTRUCTION PARKING & STAGING. No construction parking and/or staging of construction materials shall occur on adjacent public streets or rights of way. Construction activities may not alter or prevent public access to sidewalks and trails, except up approval by the City Engineer.

14. INSURANCE. Developer must keep insurance in force at all times that construction on the Development is in progress. If required by the City for this Development, the insurance must name the City as an additional insured. Developer shall furnish proof of insurance acceptable to the City, covering any public liability or property damage by reason of the operation of the Developer's equipment, laborers, and hazard caused by the Improvements, and include at least the following:

14.01 Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, competed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its subcontractors. The exclusion for underground collapse shall be removed.

14.02 Limits for bodily injury or death shall not be less than $500,000.00 for one person and $1,500,000.00 for each occurrence; limits for property damage shall not be less than $2,000,000.00 for each occurrence.

14.03 Worker's compensation insurance, with statutory coverage as required by Minnesota law including employer's liability coverage of not less than $500,000.

14.04 Developer shall file a Certificate of Insurance with the City Clerk prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording:

"Should any of the above policies be canceled or terminated before the expiration date thereof, the issuing company shall give thirty (30) days written notice of cancellation or termination to the Certificate Holder."

15. MISCELLANEOUS.

15.01 Amendments and Assignment. Any amendment to this Agreement must be in writing and signed by both parties. The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

15.02 Agreement to Run with Land. This Agreement shall run with the land and may be recorded against the title to the Subject Property. Provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. No conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this

Agreement, unless the City expressly releases the Developer in writing.

15.03 Breach of Agreement. Breach of the terms of this Agreement by the Developer, including non-payment of invoices from the City, shall be grounds for denial of building permits and certificates of occupancy, and/or the halting of all work on the property.

15.04 Rights Cumulative. No remedy conferred in this Agreement is intended to be exclusive and each shall be cumulative and shall be in addition to every other remedy. The election of any one or more remedies shall not constitute a waiver of any other remedy. Third parties shall have no recourse against the City under this Agreement.

15.05 Developer Default. In the event of default by the Developer of any work to be performed according to this Agreement and the Approved Plans, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

16. **NOTICES.** Required notices to the Developer shall be in writing and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address:

Deliver to: Dakota County Community Development Agency (CDA)
Attn: Kari Gill, Deputy Executive Director
1228 Town Centre Drive
Eagan, MN 55123
(651) 675-4477
kgill@dakotacda.org
Mail to: Same as above.

Notices to the City shall be in writing and shall be either hand delivered or mailed to the City by certified mail at the following address:

Deliver to: City of Inver Grove Heights
Attn: Community Development Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2545
jziemer@ighmn.gov
Mail to: Same as above.

17. **RELEASE OF AGREEMENT.** Upon completion of Improvements, the City's issuance of the Final Approval, and satisfaction of all of the Developer's obligations under this

Agreement, the City agrees to execute Certificate of Completion or other recordable instrument releasing the Subject Property from the terms of this Agreement. All remaining cash escrow amounts and securities possessed by the City shall be released at this time, unless cash escrow and/or security is withheld for maintenance and/or warranty.

[Remainder of this page intentionally left blank.]

IN WITNESS OF THE ABOVE, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

DEVELOPER
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY (CDA)

____
Tony Schertler, Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of __________ 2025, by Tony Schertler, Executive Director, Dakota County Community Development Agency (CDA), a public body corporate and politic in the State of Minnesota, on behalf of the corporation.

____
Notary Public

CITY
CITY OF INVER GROVE HEIGHTS

____
Brenda Dietrich, Mayor

____
Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ___________, 2025 by Brenda Dietrich and Rebecca Kiernan, the Mayor and City Clerk, respectively, of the City of Inver Grove Heights, a Minnesota municipal corporation, on behalf of the corporation.

____
Notary Public

<u>THIS INSTRUMENT WAS DRAFTED BY:</u>
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2545

EXHIBIT A

HILLCREST POINT 2ND ADDITION

SUBJECT PROPERTY
LEGAL DESCRIPTION

Lot 1, Block 1 of Arbor Crest 2nd Addition, Dakota County, Minnesota.

PID: 20-11776-01-010

EXHIBIT B

HILLCREST POINT 2ND ADDITION

IMPROVEMENT COSTS, FEES, ESCROW & SURETY

EXHIBIT C

HILLCREST POINT 2ND ADDITION

FEE OWNER CONSENT
TO SITE IMPROVEMENT AGREEMENT

The Dakota County Community Development Agency (CDA), a public body corporate and politic in the State of Minnesota ("Owner"), located at 1228 Town Centre Drive, Eagan, MN 55123, is fee owner of all or part of the Subject Property, the Development of which is governed by the foregoing Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the Subject Property owned by them.

Dated this ____ day of __________, 2025.

OWNER
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY (CDA)

____
Tony SchertlerExecutive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of __________ 2025, by Tony Schertler, Executive Director, Dakota County Community Development Agency (CDA), a public body corporate and politic in the State of Minnesota, on behalf of the corporation.

____
Notary Public

<u>THIS INSTRUMENT WAS DRAFTED BY:</u>
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2545

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Adoption of Assessment Roll for the 2025 Public Nuisance & Diseased Tree Abatements.

MEETING DATE: October 27, 2025
ITEM TYPE: Public Hearing
CONTACT: Tyson Rainey, Code Compliance Coordinator

ACTION REQUESTED

The City Council is asked to hold a Public Hearing and to approve the attached Resolution, adopting the assessment roll for the 2025 Public Nuisance & Diseased Tree Abatement.

BACKGROUND

The property owners listed below were notified in writing of Code Compliance Violation(s) on their properties, including long grass and weeds, diseased/hazardous trees, refuse, and other nuisance conditions. Notices sent to the property owners explained that if they did not correct the violation(s), the City would abate the nuisance(s) and bill them for the cost of the abatement(s). Following no response or action by the property owners, the City initiated the abatement work and invoiced the property owners for the cost of the abatement(s). The invoice stated any unpaid amount(s) will be assessed if not paid; those invoices remain outstanding.

Staff have prepared the following Assessment Roll for 2025 Nuisance Abatements (totaling $25,645):

PID	PROPERTY ADDRESS	VIOLATION TYPE	AMOUNT
20-71160-03-310	3245 69th Street E	Tree Removal	$2,850.00
20-67201-02-010	6339 Apple Ct	Lawn Cut	$135.00
20-31100-03-070	4511 Audrey Ave	Tree Removal	$2,950.00
20-03210-07-010	5373 Babcock Trl	Lawn Cut	$390.00
20-67201-02-010	6339 Apple Ct	Lawn Cut	$135.00
20-00900-02-010	2644 70th Street E	Tree Removal	$5,250.00
20-64501-01-010	2865 Upper 79th Ct	Tree Removal	$3,550.00
20-71161-04-290	7033 Delaney Ave	Lawn Cut	$135.00
20-11900-01-010	9165 Cahill Ave	Tree Removal	$10,250.00

If prepayment is not received within thirty (30) days after the special assessments are levied and adopted by the City Council, the assessments will be sent to Dakota County to be placed on the property tax list to be paid in two equal installments bearing an interest rate of 4.106% of the unpaid balance extending over a period of one year.

FISCAL IMPACT

The City seeks to recoup a total of $25,645 in unpaid abatement costs plus 4.106% interest of the unpaid balance via this assessment process.

RECOMMENDATION

Staff recommends approval of the Assessment Roll for the 2025 Public Nuisance & Diseased Tree Abatement Program.

ATTACHMENTS

1. Resolution Approving Assessment Roll

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING THE ASSESSMENT ROLL
FOR 2025 PUBLIC NUISANCE & DISEASED TREE ABATEMENTS

RESOLUTION NO. __________

WHEREAS, the City Council of the City of Inver Grove Heights is the official governing body of the City of Inver Grove Heights, Minnesota; and

WHEREAS, the City Council has the authority to assess public nuisance abatement or removal costs pursuant to Minnesota Statutes, Chapter 429.101 and City Code Title 5, Chapter 8 and Chapter 9; and

WHEREAS, notice of a public hearing on the proposed assessment roll for public nuisance abatements on the properties identified on EXHIBIT A, which is attached hereto and incorporated herein, was published in the official newspaper of the City and notice was mailed to all persons listed on the official records of Dakota County as owners of the affected parcels or lots; and

WHEREAS, a public hearing before the City Council, as noticed, was held on October 27, 2025, where all interested persons were given an opportunity to be heard or otherwise comment on the proposed assessment; and

WHEREAS, the City Council finds that the various parcels listed on EXHIBIT A received public nuisance abatement or removal services, or both, but did not pay the city for said services.

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

1. The assessment roll, a copy of which is attached hereto and made a part hereof, is hereby adopted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.

2. The assessment for each parcel shall be payable in two equal installments extending over a period of one (1) year, the installments will appear on the 2026 property tax statement and shall bear an interest rate of 4.106% of the unpaid balance.

3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Treasurer on November 26, 2025, pay the whole of the assessment with interest on such property, except no interest shall be charged if the whole of the assessment is paid to the City within thirty (30) days from the adoption of this resolution. The owner may, at any time, thereafter, pay the entire amount of the assessment with interest to the County Treasurer.

4. A certified copy of the assessment roll, along with this resolution shall be transmitted to the County Treasurer to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 27th day of October 2025.

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

<u>EXHIBIT A</u>

ASSESSMENT ROLL FOR
ABATEMENT OF PUBLIC NUISANCE

PID	PROPERTY ADDRESS	VIOLATION TYPE	AMOUNT
20-71160-03-310	3245 69th Street E	Tree Removal	$2,850.00
20-67201-02-010	6339 Apple Ct	Lawn Cut	$135.00
20-31100-03-070	4511 Audrey Ave	Tree Removal	$2,950.00
20-03210-07-010	5373 Babcock Trl	Lawn Cut	$390.00
20-67201-02-010	6339 Apple Ct	Lawn Cut	$135.00
20-00900-02-010	2644 70th Street E	Tree Removal	$5,250.00
20-64501-01-010	2865 Upper 79th Ct	Tree Removal	$3,550.00
20-71161-04-290	7033 Delaney Ave	Lawn Cut	$135.00
20-11900-01-010	9165 Cahill Ave	Tree Removal	$10,250.00

<u>TOTAL: $25,645.00</u>

Agenda Item 6.B.

Request for Council Action

SUBJECT: Approval of New Officer for Liquor License Holder Open Window Theatre

MEETING DATE: October 27, 2025
ITEM TYPE: Public Hearing
CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED
The Council is asked to consider approval of a new officer for Epiphany Studio Productions, doing business as Open Window Theatre, which holds a Wine with Strong Beer Liquor License.

BACKGROUND
Samuel Nelson is a new officer with Epiphany Studio Productions, which operates Opwn Window Theatre, located at 5300 S. Robert Trail. He has submitted all necessary paperwork to meet the requirements for the Theatre's existing liquor license. A notice of public hearing was published in the October 10, 2025, in the Pioneer Press and the Police Department has conducted the required background investigation on the applicant and found no basis for denial of the requested licensee.

FISCAL IMPACT

RECOMMENDATION
Staff recommends conducting a public hearing followed by adoption of a motion to approve Samuel Nelson as a new officer for Epiphany Studio Productions, dba Open Window Theatre.

ATTACHMENTS
None

Agenda Item 7.A.

CITY OF INVER GROVE HEIGHTS

Request for Council Action

SUBJECT: Consider Resolution for Redistribution of Existing TIF Dollars

MEETING DATE: October 27, 2025
ITEM TYPE: Regular Business
CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED
The Council is asked to consider the attached Resolution, authorizing redistribution of the City's tax increment financing (TIF) dollars to the applicable taxing jurisdictions.

BACKGROUND
Tax increment financing (TIF) is a financing tool that cities and EDA's use to assist in the development and redevelopment of their communities. The City established TIF District 4-1 in 1991 pursuant to special legislation to assist with the development of a major regional mall. The development property in the district was made up of almost 120 acres of land at the southeast corner of Interstate 494 and Highway 52. While the development agreement with the mall was terminated, the district remained in place and financed debt on the City's water treatment plant and other development projects, as well as provided financial assistance to the Blackberry Pointe affordable housing development.

TIF District 4-1 officially expired (decertified) at the end of 2019. At the time of expiration, there was a balance remaining in the fund which have continued to accrue interest. The only ongoing expense recorded to the fund is from the City's annual compilation and filling of TIF reports for the district, which are required until the fund has been fully expended. Otherwise, the use of these dollars is restricted to the following two options:

1. Fund affordable rental housing developments anywhere within the city; such developments require the project to reserve at least 20% of the units for families at or below 50% of the median income or 40% of the units for families at or below 60% of the median income.
2. Return the dollars to Dakota County for redistribution to the applicable taxing jurisdictions (City, County and School District). Upon receipt of its share of redistributed dollars, the City could utilize these funds for any city purpose.

In June 2020, the City transferred administrative authority of TIF 4-1 and related funding, to the City's Economic Development Authority (EDA); and adopted an Affordable Housing Development Program Policy. Since adoption of this program/policy, no affordable housing loans or grants have been approved and there are no active applications in process requesting dollars from this program.

In recent months, there have been discussions about whether the City should consider returning these dollars to Dakota County for redistribution so that the City can utilize its share of the funds for any city purpose, instead of holding them strictly for affordable rental housing developments. Staff have reached out to Dakota County for an estimated breakdown of how these dollars would get redistributed once returned. Based on an estimated balance of $4,344,014 and using 2025 tax rates, the City could expect to receive $2,411,058, ISD 199 $985,353, and the County $947,603.

Staff have brought forward this item for consideration now to ensure that if Council wishes to use these dollars for a city project not related to affordable housing, staff can take the steps necessary to ensure those funds are available.

The attached Resolution has been prepared by the City Attorney for Council consideration. The Council should only pass this resolution if the desire is to exercise option #2 and return these TIF dollars to Dakota County for redistribution to the applicable taxing jurisdictions. A similar Resolution has been prepared for the EDA to consider at their October 27 meeting, which will immediately precede this Council meeting.

FISCAL IMPACT

If the Council elects to redistribute these funds, the City will have $2,411,058 available for any city project or initiative. However, in order for this to happen, the other $1,932,956 currently in the City's closed TIF Fund will instead be distributed to ISD 199 and Dakota County.

RECOMMENDATION

If Council adopts the attached Resolution, staff recommends the City's returning funds be deposited into the City Properties Fund (Fund 449) until such a time as Council approves their use.

ATTACHMENTS

1. Resolution Approving Redistribution of Existing TIF Dollars

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. ___________

RESOLUTION AUTHORIZING RETURN OF TAX INCREMENT FROM TIF DISTRICT 4-1 TO DAKOTA COUNTY

WHEREAS, in 1991 the City of Inver Grove Heights (the "City") established Tax Increment Financing District No. 4-1 (the "TIF District"); and

WHEREAS, the TIF District was decertified in 2019 and the remaining balance of tax increment from the TIF District was retained for use in affordable housing projects within the community; and

WHEREAS, in 2020 the City transferred control, authority and operation of the TIF District to the Inver Grove Heights Economic Development Authority (the "EDA"); and

WHEREAS, by Resolution No. 2020-116, the City adopted an Affordable Housing Development Fund Policy that established a loan and grant program with the balance of tax increment from the TIF District; and

WHEREAS, Resolution No. 2020-116 authorizes the City Council at any time before the final expenditure of such funds from the TIF District for these purposes to return the tax increment to Dakota County for redistribution to the applicable taxing jurisdictions in accordance with Minnesota Statutes, sections 469.174 through 469.179, as amended (the "TIF Act").

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

1) The City Finance Director is authorized and directed to immediately transfer to Dakota County all remaining tax increment from the TIF District currently held in the SE Quadrant TIF District 4-1 Fund (Fund 453) with a request that it be redistributed to the applicable taxing jurisdictions in accordance with the TIF Act.
2) City staff and consultants are hereby authorized and directed to take such additional actions as may be necessary or convenient to carry out the intent of this resolution, including the closure of the SE Quadrant TIF District 4-1 Fund (Fund 453).
3) Upon receipt of the City's share of redistributed funds, such funds shall be deposited into the City Properties Fund (Fund 449) until such a time as Council approves their use.

Adopted this 27th day of October by the City Council of Inver Grove Heights, MN.

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

Agenda Item 7.B.

Request for Council Action

SUBJECT: **Second Reading of Ordinance Amending City Code Regarding Rental Licensing**

MEETING DATE: October 27, 2025
ITEM TYPE: Regular Business
CONTACT: Jason Ziemer, Community Development Director, 651-450-2546

ACTION REQUESTED

The Council is asked to conduct the second reading of the attached Ordinance, amending City Code regarding rental licensing.

BACKGROUND

On October 13, 2025, the City Council held the first of three readings to consider changes to the City's current rental housing licensing program. Council members previously directed City staff to identify opportunities to improve the current program, notably to streamline the licensing process and requirements, and improve property registrations. Simple updates led to a more thorough review of the existing ordinance and larger policy discussions, including consideration of changes beyond the licensing process. City staff presented an initial review of proposed ordinance revisions at the Council meeting on September 22, 2025.

The second and third readings are scheduled for October 27 and November 10, 2025. Adoption of the ordinance would occur following the third reading on November 10.

Overview – Current Program

The City of Inver Grove Heights has administered a rental housing licensing program since 2016. As of today, City Code requires all persons or entities owning residential property in the City to obtain a rental housing license to let, rent or lease their dwelling or dwelling units to other individuals. Licenses are currently issued for a two-year period.

Review – Proposed Changes

The following proposed changes were presented to the City Council during the first reading at the October 13, 2025 Council meeting. Council members moved the first reading without additional changes. Here is a recap of the proposed changes to the Rental Licensing policy and program:

1. <u>Streamline the application and approval process</u>. All rental licenses are currently brought to the City Council for approval. The proposed change allows for administrative (staff) approval and denial of rental license applications. Appeals for denial would be reviewed and acted solely by the Council; all decisions of the Council are final.
2. <u>Reduce application requirements</u>. This change would eliminate some duplication of data collection, also helping to streamline the application process by eliminating content and documentation not commonly used (or useful to) City staff. Application forms would be

simplified with the goal of asking for and obtaining essential information regarding the property, property owner and property managers.

3. Convert to annual licenses. Under the current program, rental licenses are renewed every two years. The proposed change requires annual renewal of licenses instead of every other year.
4. Proximity of property managers. The draft ordinance proposes license holders must have a property manager who resides within 75 miles of the rental property(s). If there is no property manager, the owner would then have to live within this radius. This change ensures managers, or owners, are reasonably available to respond to property and tenant issues. The 75-mile radius is consistent with peer cities.
5. Enhance enforcement related to rental licenses. The current ordinance relies on misdemeanors as a penalty for violating the rental licensing ordinance, resulting in mixed results. The ordinance proposes two enforcement structures – a three-tiered fine structure for violations and fines related to late renewals.

Fines for Violations

For violations of the rental licensing code:

1. The property owner and/or license holder receives a notice that they are in violation of the rental ordinance and are given a deadline to address the violation
2. If the deadline passes and the violation has not been addressed, a fine is imposed and another deadline is set for addressing the violation.
3. If the additional deadline passes, additional fines are imposed
4. If the violation is still not corrected after repeated notices and fines, a misdemeanor citation is issued.

Fees for Late Renewals

The current license period runs from April 1 to March 31; this would remain unchanged but with a one-year license rather than a two-year license. Renewal notices would be mailed 30 to 60 days prior to the deadline, which would now be specifically identified as January 31 of each year. An applicant that fails to provide a completed application or does not submit by the deadline would incur a fine.

Future Changes

Although not part of this proposed Ordinance, staff continues to work on additional items related to rental licensing, as directed by the City Council. These include a proactive inspection program and limitations on the concentration of rental properties within neighborhoods.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the second reading of the attached Ordinance.

ATTACHMENTS

1. Second Reading_Rental Licensing Ordinance_10-27-2025

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE REPEALING AND REPLACING TITLE 4, CHAPTER 13 REGARDING RENTAL LICENSES

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Repeal & Replace. Title 4, Chapter 13, RENTAL LICENSE, of the Inver Grove Heights City Code is hereby repealed in its entirety and replaced with the following language in its entirety.

4-13-1: PURPOSE

It is the purpose of this chapter to establish minimum standards for the maintenance and operation of rental dwellings within the City and to ensure the public health, welfare, and safety by establishing licensing requirements for rental dwellings.

4-13-2: DEFINITIONS:

For purposes of this chapter the following terms below have the meanings given them:

APPLICANT: The owner of a dwelling or dwelling unit.

BUILDING CODE: The Minnesota State Building Code.

CHIEF BUILDING OFFICIAL: The Chief Building Official of the City.

CITY CODE: The Inver Grove Heights City Code.

DWELLING: A building or a portion of a building designed for residential occupancy. The term includes single-family dwellings, including twin homes and duplexes, multiple family dwellings, and manufactured homes.

DWELLING UNIT: A single-family dwelling or a discrete portion of a dwelling designed for occupancy by one family. When rented, a dwelling unit shall be considered a rental dwelling unit.

FAMILY: An individual, or two (2) or more persons related by blood, marriage or adoption, or a group of not more than four (4) persons not so related, living together and maintaining a common residence.

HOTEL OR MOTEL: A hotel or motel as defined in Section 10-2-2.

HOUSING OFFICIAL: The City Administrator or designee shall be the Housing Official for the administration of this Chapter. The City Administrator or designee shall have the authority to designate additional staff to assist with enforcement of this Chapter, and said designees shall have the authority and duties of the Housing Official under this Chapter.

LET, RENT, OR LEASE: The terms Let, Rent, or Lease, shall mean to grant the use and possession of a dwelling or dwelling unit to any person other than the record owner of the dwelling or dwelling unit, whether or not compensation is paid for such use.

MANAGER OR PROPERTY MANAGER: An individual who is responsible for maintenance and operation of the rental dwelling and compliance with the requirements of this chapter.

MULTIPLE FAMILY DWELLING: Any residential structure containing three or more dwelling units.

OWNER: Any person or entity that alone, jointly, or separately with others is the legal owner of real property.

PERSON: A natural person and any partnership, joint venture, limited liability company, limited partnership, corporation, or other similar business entity.

PROPERTY MAINTENANCE CODE OR INTERNATIONAL PROPERTY MAINTENANCE CODE: The 2021 International Property Maintenance Code published by the International Code Council.

RENTAL: A dwelling or dwelling unit that is let to any person.

REPAIR: To restore to a sound, acceptable state of operation, serviceability or appearance.

RESIDENCE: A dwelling or dwelling unit used as a person's fixed, permanent and principal home for legal purposes.

ZONING CODE: Title 10 of the City Code.

4-13-3: LICENSE REQUIRED

A. General Rule: A city issued rental license is required before any dwelling or dwelling unit may be rented or offered for rent to any person. No person shall let a dwelling or dwelling unit, other than those exempt from the licensing requirements of this Chapter, without first having obtained a rental license from the City.
B. Nontransferable: Rental licenses are issued to a specific person or entity for a specific dwelling or dwelling unit and are non-transferable.
C. License Period: Rental licenses shall be issued annually for a period from April 1 to March 31.

4-13-4: EXEMPTIONS

The rental license requirements of this chapter shall not apply to the following:

A. Hospitals;
B. State licensed group assisted living facilities and community residential facilities licensed under Minnesota Statutes Sections 144G.45 and 245D.02, subd. 4a, with six or fewer residents;
C. Assisted living facilities;
D. Nursing homes;
E. Hotels or motels;
F. Single-family dwellings in which an individual owns the single-family dwelling and resides in a portion of the home in which there is a rental dwelling unit and there are a total of no more than three (3) persons within the single-family dwelling unit that are unrelated to the owner and to each other;
G. Two-family buildings where the owner owns the entire building and resides in one of the two units;
H. Accessory dwelling units pursuant to section 10-18-1 of the City Code;
I. Supervised student housing pursuant to subsection 10-14-2H of the City Code;
J. Residential property that has been sold on a contract for deed so long as the vendee occupies the property, and the sale document used to memorialize the sale is a Minnesota Uniform Conveyancing Blanks Form or is recorded with the Dakota County Recorder's Office and a copy is provided to the city upon request; or
K. Residential property that is occupied by a relative as defined by Minnesota Statutes, Section 273.124, subd. 1(c).

4-3-5: LICENSE APPLICATION

A. Application: Application for a rental license must be made to the City by the owner of the dwelling or dwelling unit upon the application form provided by the City. The form and contents of the application shall be determined by the City Administrator. Failure to fully complete the application and submit all information and documents as required will result in an incomplete application; incomplete applications will be returned to the applicant without further action.
B. Additional Application Materials: All applications shall be accompanied by:
   1. Copies of the background checks completed on all managers, as that term is defined in Minn. Stat. Sec. 299C.67, subd. 4, confirming that they are not disqualified from serving as a manager under Minn. Stat. Sec. 299C.69; and
   2. A background check authorization for any owner(s) of the dwelling, including owners of a corporate entity, who has key access to the dwelling/dwelling unit.
C. Fees: Applicants shall pay the application fee set forth in the City Fee Schedule at the time of submission of the rental license application. The license fee is not refundable, except for an application that is withdrawn prior to staff processing the application or if it is determined that a rental license is not required.

4-13-6: LICENSE ISSUANCE

A. The City Administrator or designee shall approve or deny each new or renewal license application within a reasonable time following receipt of a complete license application. If an application is denied, the applicant shall be notified in writing and be provided information on the appeal process as set forth in Subsection C of this Section.

B. In addition to those grounds enumerated in Section 3-2-10 of City Code, any license may be denied for one or more of the following reasons:
   1. Failure to provide all required application related documents.
   2. The applicant has made fraudulent statements, misrepresentations, or false statements in the application.
   3. The proposed use does not comply with the zoning code.
   4. The property does not comply with a health, building, maintenance, or other provision of this code or state law.
   5. City utility bills or property taxes or assessments for the property where the rental dwelling is located are past due.
   6. The owner of the property or dwelling who is subject to the background check requirements of this Chapter has been convicted of any crime within the past five (5) years that is directly related to the licensed activity, taking into account the considerations listed in Minnesota statutes, Section 364.03, subd. 2, and has failed to show competent evidence of sufficient rehabilitation and present fitness to perform the duties of the business.
   7. The applicant has had a rental license issued by the City or any other licensing authority denied, revoked, or suspended within the last five (5) years.
   8. The applicant has violated the City Code for serious or repeated property maintenance or nuisance activities related to rental properties owned or operated in the City or any other City within the last five (5) years.
   9. Excessive consumption of City services, as defined in Title 4, Chapter 15 of City Code.
   10. The owner has rented the dwelling or dwelling unit without a license.
   11. Other good cause.

C. If a rental license application is denied, the applicant may request a hearing before the City Council for reconsideration of the denial.
   1. Within fifteen (15) days of the date of the license denial, the applicant shall submit, in writing, a letter to the City Clerk appealing the license denial along with any applicable supporting documentation.
   2. The City Council shall hold a hearing to consider the appeal. The Applicant shall have an opportunity to be heard, to be represented by legal counsel, and to present any information regarding the application to the Council.
   3. Following the hearing, the Council may approve the license, approve the license with conditions, or uphold the license denial.
   4. The decision of the City Council shall be final.

D. Applications for renewal of an existing rental license shall be submitted to the City for approval in the same manner as an initial rental license. All renewal rental license applications shall be submitted no later than January 31. An applicant who submits an application for a license renewal after January 31 shall pay a late application fee as listed on the City fee schedule.

4-13-7: LICENSE SUSPENSION OR REVOCATION

A. A violation of any of the requirements of this Chapter or the existence of any of the grounds listed in Section 4-13-6 above or in Section 3-2-10 shall be grounds for suspension or revocation of a rental license.

B. Upon determination by the Housing Official that a violation of Section A above has occurred, the Housing Official may recommend to the City Council that a license be suspended or revoked. Notice of the recommendation and the right to a hearing before the Council regarding the alleged violation shall be sent to the license holder at its address on file with the City at lease fifteen (15) days before the date of the hearing. The license holder shall have the right to attend the hearing, present information to the Council regarding the alleged violation(s), and to be represented by legal counsel at the hearing.

C. Following the hearing, the City Council may take any of the following actions. All decisions by the City Council following a hearing is final.
   1. Take no action on the license
   2. Allow the licensed activity to continue but add reasonable conditions to the license
   3. Suspend the license
   4. Revoke the license

D. Upon suspension or revocation of a license, the City will notify all affected tenants that the license has been revoked or suspended.

4-13-5: LICENSE TERMS AND CONDITIONS

A. No dwelling or dwelling unit required to be licensed under this Chapter may be let for a period of less than thirty (30) consecutive days.

B. The license holder shall designate a property representative and provide the City with twenty-four (24) hour contact information for that individual. The property representative is required to reside within 75 miles of the municipal boundary of Inver Grove Heights and shall be authorized to act on the license holder's behalf in responding to City Staff regarding property maintenance, criminal activity, or other license-related matters affecting the rental dwelling. Licensees are responsible for the acts or omissions of their managers, property representatives, and agents as they pertain to the rental dwelling.

C. All new and renewed tenant leases for dwelling units in multiple family buildings shall include a Crime-Free Multi-Housing lease addendum in a form provided by the City to be signed by the tenant. A copy of any and all leases and lease addendums subject to an active rental license under this article shall be made available to the City upon request.

D. The licensee must notify the city in writing of any changes to the information provided on a rental license application, including, but not limited to, owners, the property management company, property managers, and the property representative.

E. The licensee must maintain a current register of tenants and other persons who have a lawful right to occupancy of rental dwellings or rental dwelling units. The register must be available for inspection by city staff at all times.

F. The licensee must ensure that every rental dwelling and rental dwelling unit and the property on which the rental dwelling is located is maintained in compliance with all city code requirements and state laws including the following:
   1. Building code (Title 9, Chapter 1)
   2. Zoning code (Title 10)
   3. Animal control (Title 5, Chapter 4)
   4. Fire prevention code (Title 9, Chapter 2)

5. Property nuisances (Title 5, Chapter 9)
6. Miscellaneous offenses (Title 5, Chapter 5)
7. International property maintenance code. (Title 9, Chapter 1)

4-13-8 INSPECTIONS

A. For the purpose of safeguarding the health and safety of the general public and of the occupants of rental dwellings and to determine compliance with this Chapter, the Housing Official and/or the Chief Building Official (Authorized Officer) may conduct inspections of licensed dwellings and dwelling units to determine the condition of the buildings dwelling units. For the purpose of making the inspection, the Authorized Officer is authorized to enter and inspect the premises in which rental dwelling units are located and rental dwelling units all reasonable times.
   1. Notice: Prior to making the inspection, the Authorized Officer will inform the owner or property manager and the building or premises to be inspected of the date and time of the inspection by personal service, posting on the door to the premises, or regular mail postmarked not less than seventy two (72) hours prior to the time the inspection is made.
   2. Access: After the written notice has been given, the owner, occupant or manager of the building, must give the Authorized Officer free access to the building and its premises for the purpose of the inspection, provided that the inspection must not have for its purpose the harassment of the owner, occupant or manager and the inspection, s made so as to cause no unreasonable inconvenience to the owner or occupant.
   3. Emergency Access: The Authorized Officer must be allowed immediate entry:
      a. At any time when in the opinion of the Authorized Officer an actual emergency tending to create an immediate danger to public health or safety exists; or
      b. At any time when the inspection has been requested by the owner, the property manager, or a resident of the dwelling or dwelling unit.

B. Application For Warrant: Upon a refusal of any owner, occupant or property manager to permit the Authorized Officer access to a dwelling, dwelling unit or premises to make an inspection, the authorized officer may make application to the appropriate court for an order or warrant directing the inspection.

C. Interference With Official Duties: It is unlawful for any person to prevent, delay or interfere with representatives of the city while they are engaged in the performance of their duties. (Ord. 1325, 10-24-2016)

4-13-9 COMPLIANCE ORDERS

A. If the city determines that a violation of the requirements of this Chapter has occurred, a compliance order may be issued to the licensee. The compliance order shall contain the following information:
   1. A description or address of the property where license violation has occurred;
   2. The nature of the violation, including a specific reference to the section of this chapter that is the basis for the violation;
   3. A compliance deadline, providing a reasonable time for compliance based on the nature of the violation;

4. A statement that failure to correct the violation may result in the imposition of a fine as set forth in Section 4-13-10, criminal citation or denial, suspension or revocation of the rental license for the dwelling or dwelling unit.

B. The compliance order shall be served on the licensee by regular or certified mail sent to the licensee's address on the license application or such other address subsequently provided to the City by the license holder or by personal service on the license holder or the Property Manager.

C. If the licensee fails to take the required corrective actions listed in the compliance order by the deadline in the Compliance Order, the license holder shall be required to pay the listed administrative penalty. Additionally. the Housing Official may recommend further action be taken regarding the unresolved violation, including issuance of a criminal citation or civil legal action.

D. The owner may, within seven (7) days of issuance of the compliance order, request a hearing the challenge the compliance order before the City Administrator who shall act as a hearing officer. The City Administrator shall conduct an informal hearing to determine if a violation has occurred. The City Administrator shall have authority to dismiss the violation or reduce or waive the penalty. If the violation is sustained by the City Administrator, the owner shall pay the penalty imposed within seven days. Any further appeal of the compliance order shall be to a court of competent jurisdiction.

4-13-10 VIOLATIONS AND PENALTIES

A. Violations of this chapter are subject to the administrative penalties in this Section. Violations shall also constitute a misdemeanor offense, and are subject to criminal prosecution or other legal civil action. Each day such violation shall continue shall constitute a separate offense.

B. Violations of any of the terms of this Chapter shall be subject to the following administrative penalties:

Violation	Fine
First violation	$100.00
Second violation within 12 months or failure to comply with an initial compliance order	$200.00
Third or more violations within 12 months or failure to comply with a subsequent compliance order	$300.00

C. Multiple violations occurring concurrently shall be considered one violation. If the violations have different fine amounts established in this Section, the higher fine amount shall prevail.

D. If an administrative penalty is not paid within the time specified, it shall constitute:

1. A lien upon the real property upon which the violation occurred if the property or improvements on the property was the subject of the violation and the property owner was found responsible for that violation; or
2. personal obligation of the violator in all other situations.

A lien may be assessed against the property and collected in the same manner as taxes. A personal obligation may be collected by any appropriate legal means. Failure to pay an administrative penalty is grounds for suspending or revoking a license or permit or other approval associated with the violation.

4-14-11 NO WARRANTY BY CITY

By enacting and undertaking to enforce this chapter, neither the city nor its city council, agents or employees warrant or guarantee the safety, fitness or suitability of any rental dwelling or rental dwelling unit in the city. Owners and occupants should take appropriate steps to protect their interests, health, safety and welfare. (Ord. 1325, 10-24-2016)

Section Two. <u>Renumbering</u>. Title 9, Chapter 1, BUILDING AND DEVELOPMENT, of the Inver Grove Heights City Code is hereby amended by renumbering the following City Code Sections 9-1-4 through 9-1-6.

9-1-4: PERMIT REQUIREMENTS: is renumbered to 9-1-5
9-1-5: CERTIFICATE OF OCCUPANCY is renumbered to 9-1-6
9-1-6: MISDEMEANOR VIOLATION is renumbered to 9-1-7

Section Three. <u>Amendment</u>. Title 9, Chapter 1, BUILDING AND DEVELOPMENT, of the Inver Grove Heights City Code is hereby amended by adding the following City Code Section 9-1-4 in its entirety.

9-1-4: INTERNATIONAL PROPERTY MAINTENANCE CODE:

A. Adoption Of International Property Maintenance Code: Except as modified or amended by the Minnesota state building code (or as it may be amended) or by city ordinance, or by this chapter, the international property maintenance code is adopted by reference for Title 4, Chapter 13 only and is made a part of this code as if fully set out at length. The following provisions of the international property maintenance code are modified as follows:
    1. References to plumbing, mechanical, fire, and electrical codes shall be replaced by current Minnesota state adopted plumbing, mechanical, fire, and electrical codes.
    2. Section 101.2 is replaced as follows:

        Scope. The provisions of this code shall apply to all residential rental structures and premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safety and sanitary maintenance; for the responsibility of owners, managers and occupants, for the occupancy of existing structures and premises and for the administration and enforcement of this code.

    3. The following sections are deleted: Sections 102.3 (Application Of Other Codes), 103 (Department Of Property Maintenance Inspection), 104 (Duties And Powers Of

The Code Official), 106 (Violations), 107 (Notices And Orders), 109 (Emergency Measures), 110 (Demolition), 111 (Means Of Appeal).

4. Section 102.7.1 is replaced as follows:
   Conflicts. Where conflicts occur between provisions of the international property maintenance code and the Minnesota state building code, the provisions of the Minnesota state building code shall apply.
5. In section 202 (General Definitions), the following definitions are deleted: Exterior Property, Garbage, Inoperable Motor Vehicle, Rubbish, Yard.
6. In section 202 (General Definitions), the following definitions are replaced with the definitions in section 4-13-2 of the city code: Dwelling Unit, Let, Owner, Structure.
7. The following sections are deleted: Sections 302.1 (Sanitation), 302.3 (Sidewalks And Driveways), 302.4 (Weeds), 302.7 (Accessory Structures), 302.8 (Motor Vehicles), 302.9 (Defacement Of Property), 303 (Swimming Pools, Spas And Hot Tubs), 304.3 (Exterior Structures - Premises Identification), 304.6 (Exterior Structures - Exterior Walls), 308 (Rubbish And Garbage). (Ord. 1325, 10-24-2016)

Section Four. <u>Effective Date.</u> This ordinance shall be effective upon its passage and publication.

Passed by the City Council of the City of Inver Grove Heights this10th day of November, 2025.

Ayes:

Nays:

____
Brenda Dietrich, Mayor

ATTEST:

____
Rebecca Kiernan, City Clerk

Agenda Item 10.A.

Request for Council Action

SUBJECT: **Closed Session for Attorney-Client Privileged Discussion of Pending Litigation**

MEETING DATE: October 27, 2025
ITEM TYPE: Closed Session
CONTACT: Bridget Nason, City Attorney

ACTION REQUESTED
The Council is asked to move into closed session, pursuant to Minn. Stat. Sec. 13D.05, subd. 3(b), attorney-client privilege, to meet with litigation counsel regarding Verch v. City of Inver Grove Heights.

BACKGROUND

FISCAL IMPACT
n/a

RECOMMENDATION
Staff recommends that Council vote to move into closed session, pursuant to Minn. Stat. Sec. 13D.05, subd. 3(b), attorney-client privilege.

ATTACHMENTS
None