



Inver Grove Heights City Council
Monday, January 26, 2026 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, January 26, 2026, will be provided to the Council at or before the January 26, 2026 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 January 5, 2026, City Council Special Meeting
- B. Approval of Minutes of the January 5, 2026, City Council Regular Meeting
- C. Approval of Disbursements
- D. Personnel Actions
- E. Revised 2026 Planning Commission Meeting Schedule
- F. Resolution Adopting Annual Update to the City of Inver Grove Heights Emergency Operations Plan
- G. Approval of Authorization to Negotiate Special Assessment Repayment Agreement
- H. Resolution Accepting Donations and Sponsorships to the Parks and Recreation Department
- I. Approval of Joint Powers Agreement With Dakota County For Natural Resources Restoration Within Select Parks
- J. Approve the Scope of Work and Costs to Complete Due Diligence Items for the Purchase Agreement with Ace in the Hole.
- K. Approve an Amendment to the Fiscal Year 2025 Host Community Grant Application with the Minnesota Department of Employment and Economic Development.

6. **Public Hearing**

7. **Regular Business**

- A. Variance from Minimum Accessory Structure Setback Standards for 8313 Delaney Circle
- B. Discuss Proposed Draft Ordinance Revising the City's Zoning and Subdivision Process.

8. **Public Comment**

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

9. **Mayor and Council Comments**

10. **Adjourn**

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

INVER GROVE HEIGHTS CITY COUNCIL SPECIAL MEETING

MONDAY, JANUARY 5, 2026 - 4:00 P.M. - CITY HALL, NORTHWEST CONFERENCE ROOM, 8150 BARBARA AVENUE, INVER GROVE HEIGHTS

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in special session on Monday, January 5, 2026, in person. Mayor Dietrich called the meeting to order at 4:00 p.m.

2. ROLL CALL:

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

Staff In Attendance: City Clerk Kiernan, City Attorney Nason

Others in Attendance: Dave Unmacht, Consultant

4. REGULAR BUSINESS:

A. Interviews of Applicants for Interim City Administrator

The City Council interviewed two finalists for the interim city administrator position, asking both candidates various questions related to their experience and interest in the position.

B. Discussion and Potential Action on Hiring of Interim City Administrator

Dave Unmacht discussed next steps regarding candidate selection. The City Council directed the City Attorney to negotiate a contract with the selected candidate and to bring that contract back for council consideration at a special meeting on Monday January 12th.

Motion to adjourn at 5:53 p.m. by T’Kach, seconded by Scales. Motion carried.

Minutes prepared by City Clerk Rebecca Kiernan.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JANUARY 5, 2026 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, January 5, 2026, 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: Murphy, Scales, T’Kach, and Gliva (remote)
Staff In Attendance: City Clerk Kiernan, City Attorney Nason, Finance Director Hove, Parks & Recreation Director Lares, Recreation Superintendent Dorshak, Facilities Superintendent Fitzlaff, Community Center Manager Muscha, City Engineer Merchlewicz, Police Chief Chiodo, Sargeant Winget, and Consultant Unmacht.

3. APPROVAL OF AGENDA:

Motion to approve agenda as published by Scales; second by T’Kach.

Ayes: 5

Nays: 0 Motion carried.

4. PRESENTATIONS:

- A.** Recognition of Life-Saving Response at the Community Center.

Mayor Dietrich stated that City staff and the EMTs who responded that day exemplified the City’s commitment to public safety. She noted the importance of their training, which has been recognized with an award, and expressed gratitude for their professionalism and service to the community.

Community Center Manager Muscha opened the recognition by acknowledging City staff and community members for their coordinated, lifesaving response at the Veterans Memorial Community Center on October 6. Through quick recognition, immediate activation of emergency protocols, effective communication, and skilled rescue and CPR efforts, a life was saved, and the individual made a full recovery. The successful outcome resulted from teamwork, training, preparedness, and professionalism across multiple staff roles, as well as assistance from members present. Everyone involved was formally recognized with an award for courage, decisive action, and exemplary public service, reflecting the City’s commitment to safety and care for the community.

5. CONSENT AGENDA:

- A.** Approval of Minutes of the December 8, 2025, City Council Meeting
- B.** Approval of Disbursements, **Resolution 2026-001**
- C.** Personnel Actions
- D.** 2026 Official Newspaper Designation
- E.** Appointment of Acting Mayor
- F.** Appointment of Assistant Weed Inspector
- G.** Resolution Authorizing Electronic Fund Transfers for 2026, **Resolution 2026-002**
- H.** Resolution Authorizing Official Depositories for 2026, **Resolution 2026-003**
- I.** 2026 Contract with Madden Galanter Hansen for Labor Relations Services

- J.** Resolution Amending Position Classification Plan, **Resolution 2026-004**
- K.** Authorization to Enter into 2026-2027 Labor Agreement with Law Enforcement Labor Services, Local 84
- L.** Authorization to Enter into 2026-2027 Labor Agreement with Law Enforcement Labor Services, Local 189
- M.** Authorization to Enter into 2026-2027 Labor Agreement with Law Enforcement Labor Services, Local 540
- N.** Resolution Approving a Second Amendment to the Final Design Contract for City Project No. 2023-08 - Babcock Trail Multi-Use Path Construction, **Resolution 2026-005**
- O.** Resolution Approving Joint Powers Agreement for Preliminary Design of City Project No. 2023-16 - Argenta Blvd / 494 Interchange, **Resolution 2026-006**
- P.** Resolution Approving Contract for Stormwater Utility Rate Implementation & Stormwater Operating Fund Budget Amendment, **Resolution 2026-007**
- Q.** Authorization to Enter into Contract for Parks and Recreation Management Software
- R.** Authorization to Purchase Replacement Water Park Play Features for the Veterans Memorial Community Center
- S.** Approval of New Massage Therapist License
- T.** Resolution Authorizing Submittal of the FY26 DEED Host Community Grant Application, **Resolution 2026-008**
- U.** Resolution Regarding Paid Family Medical Leave Premiums, **Resolution 2026-009**

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

Ayes: 5

Nays: 0 Motion carried.

6. PUBLIC HEARINGS:

- A.** Golden Spa Massage Business License Revocation Hearing, **Resolution 2026-010**

Seargent Winget provided an overview of the Compliance Inspection Check Program, explaining that the City Ordinance on Massage Therapy Section 4-8-1 designates the Police Department to conduct compliance inspection checks as a tool to verify that businesses operating with a valid massage therapy license are acting responsibly. He stated that the inspections ensure the business is properly licensed and complies with all provisions of the City Ordinance, that all individuals providing massage services are properly licensed, and that no illegal, unlawful, or erotic conduct is occurring, such as prostitution or other criminal activity. The inspections also confirm that all massage equipment is raised off the floor, window coverings are not 100% opaque, massage therapist photos are posted in a conspicuous location, no habitation is occurring within the business, and all other code compliance requirements are being met. He noted that the short term and long-term goal of the program is to obtain and maintain a yearly compliance inspection check with no failures for all licensed massage therapy businesses operating within the City.

The City Ordinance on Massage Therapy Section 4-8-1 consists of 19 sections that are reviewed during compliance inspections, addressing licensing and posting requirements for massage therapy businesses and individual therapists, as well as standards related to sanitation, health, and safety.

In November 2025, the Police Department received multiple complaints alleging unlawful activity at Golden Spa, which prompted an investigation. During the same period, the City's Chief Building Official received information indicating the business was operating without a Certificate of Occupancy. On November 6, 2025, Sergeant Winget and the Chief Building Official met with the owner to address compliance requirements. During that meeting, a massage table that did not meet ordinance standards and signage advertising a four-hand massage requiring two therapists were observed. City records showed that only one active massage therapist license had been issued for the business.

Investigators sought to determine whether unlicensed massage services were being provided and to verify allegations of unlicensed massages, specifically a four-hand massage, at Golden Spa Massage located at 5836 Blaine Avenue. On December 10, 2025, at approximately 9:00 A.M., an Inver Grove Heights Police Officer made an online reservation to receive a four-hand massage. At approximately 12:00 P.M., the officer responded in plain clothes and was greeted by the owner, Yanjie Feng, who was the only licensed massage therapist. Ms. Feng confirmed the requested service and offered the option of receiving the massage on a massage table or a futon, with the officer selecting the massage table. After payment of \$160.00, the officer was brought to a room and received a massage provided by Yanjie Feng and an additional unidentified female who was not licensed to perform massage services at Golden Spa.

The investigation found that Golden Spa Massage and its owner, Yanjie Feng, engaged in improper licensee conduct involving unlicensed massage activity. Specifically, unlicensed massages were performed by an unidentified female in conjunction with Ms. Feng. This violation was confirmed when an Inver Grove Heights Police Department Officer received an unlicensed massage during an undercover visit on December 12, 2025.

Under the City Ordinance on Massage Therapy Section 4-8-1-J, a massage therapy business license or individual massage therapist license may be denied, suspended, or revoked for several specified reasons in addition to other grounds outlined in City Code. A license may be acted upon if the licensed activity is conducted in a manner that constitutes a breach of the peace or poses a menace to the health, safety, or welfare of the public, or disturbs the peace or comfort of City residents, upon recommendation of the Police Chief or an appropriate City official as stated in 4-8-1-J-10. License action may also occur if the licensee fails to continuously comply with all conditions required as precedent to approval of the license under 4-8-1-J-11, or if the applicant or licensee is not of good moral character under 4-8-1-J-13. In addition, Section 3-2-10-6 provides that a license may be denied, suspended, or revoked for violation of any regulation or provision of City Code applicable to the activity for which the license has been granted, or for violation of any applicable State law.

A public hearing is required for Jiejie Enterprises LLC d/b/a Golden Spa based on actions that constitute violations of Inver Grove Heights City Code Sections 4-8-J and 3-2-10, as well as City Code Title 4, Chapter 8 and Title 3, Chapter 2. The identified violations include conducting a licensed activity in a manner that constitutes a breach of the peace and a menace to the health, safety, and welfare of the public, failure to comply with all conditions precedent to approval of a massage therapist license, and violation of regulations or provisions of City Code applicable to the activity for which the massage therapist license was granted.

Staff recommends that the Council hold the required public hearing and, if violations are found, consider adoption of a resolution revoking the Therapeutic Massage Business License for Jiejie Enterprises LLC d/b/a Golden Spa for violating various provisions of Inver Grove Heights City Code Title 3, Chapter 2 and Title 4, Chapter 8.

Mayor Dietrich opened the public hearing.

Yamiie Faj spoke on behalf of Ms. Feng, explaining that Ms. Feng purchased the massage therapy business from a prior owner without knowledge of its compliance history or any previous violations and believed the business could continue operating with minimal changes. He noted that significant language barriers and limited familiarity with City requirements contributed to misunderstandings related to licensing, occupancy, and operational compliance, but that corrective actions were taken once the City's requirements were communicated. He acknowledged that a prohibited four hand massage occurred following a customer request, which Ms. Feng now understands was not permitted, and explained that related pricing and posting errors were unintentional and corrected once identified. He emphasized that Ms. Feng respects the City's responsibility to protect public safety and uphold local laws and respectfully requested that the Council consider the full context of the situation before making a final decision.

Motion to close the public hearing by Scales, second by T'Kach.**Ayes: 5****Nays: 0 Motion carried.**

Council Member T'Kach asked for additional information regarding the source of the original complaints and what brought the matter to the City's attention.

Seargent Winget stated that the City received multiple complaints from neighboring businesses, the strip mall property owner, and the property management company expressing concerns about potential illicit activity and licensing compliance. He noted that an additional complaint came from the organization's CEO, as well as an anonymous complaint regarding signage advertising four hand and futon massages. During the inspection, signage advertising these services with pricing was observed both inside the business and on its website.

Council Member Murphy asked how long an applicant must wait to reapply for a license if it is terminated, or whether reapplication would be prohibited.

City Attorney Nason explained that if a license is revoked or denied, the applicant may not reapply for a period of one year from the date of the revocation or denial, consistent with language in the City Code. She also noted that the Council may consider adopting the resolution to revoke the license if it chooses to take adverse licensing action, and that such action would be supported by findings of fact and the information presented.

Council Member T'Kach asked whether there is an option short of license revocation, such as a probationary period, or if the licensing action is limited to an all or nothing decision.

City Attorney Nason explained that the license is currently active and valid, and the Council has the option to either suspend the license for a specific period or revoke it. She noted that while the recommendation is revocation, the Council retains the authority to choose suspension or revocation.

Council Member Murphy stated that while he recognized the challenges described, a lack of knowledge of the rules does not excuse violations of City requirements. He emphasized the importance of businesses complying with established regulations and expressed support for enforcing those standards

Motion to approve Resolution 2026-010 Revoking a Therapeutic Massage Business License issued to JieJie Enterprises LLC, dba Golden Spa by Murphy, seconded by Gliva.**Ayes: 5****Nays: 0 Motion carried.**

B. Yanjie Feng Massage Therapist License Revocation Hearing, Resolution 2026-011

A public hearing is required for the individual Massage Therapist License held by Yanjie Feng, who is the sole owner, operator, and manager of Jiejie Enterprises LLC d/b/a Golden Spa. The actions identified constitute violations of Inver Grove Heights City Code Sections 4-8-1-J and 3-2-10. These violations include conducting the licensed activity in a manner that constitutes a breach of the peace and a menace to the health, safety, and welfare of the public, failure to comply with all conditions precedent to approval of the license, violation of regulations or provisions of City Code applicable to the activity for which the massage therapist license was granted, and failure to contemporaneously comply with all conditions required as precedent to license approval. Staff recommends that the Council hold the required public hearing to consider the alleged license violations and provide Ms. Feng an opportunity to be heard prior to the Council taking formal action, including potential consideration of the attached resolution revoking her massage therapist license.

Mayor Dietrich opened the public hearing. There were no public comments.

Motion to close the public hearing by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Council Member T’Kach questioned whether a temporary suspension, rather than full revocation, would be appropriate to be mindful of the impact on the individual’s livelihood and allow an opportunity to continue working if the violations were an honest mistake.

Motion to approve Resolution 2026-011 Revoking a Therapeutic Massage Therapist License issued to Yanjie Feng by Dietrich, seconded by Scales.

Ayes: 4

Nays: 1 (T’Kach) Motion carried.

7. REGULAR BUSINESS:**A. Additional 2026 Hotel License Renewal**

City Clerk Kiernan presented the hotel license renewal for AmericInn, noting that the applicant has submitted all required information and paid all applicable fees, utility bills, lodging taxes, and property taxes, and stated that approval of the 2026 hotel license renewal was recommended.

Motion to approve the 2026 Hotel License for AmericInn by T’Kach, seconded by Scales.

Ayes: 5

Nays: 0 Motion carried.

B. Resolution Approving Project and Budget for Indoor Playground at the Veterans Memorial Community Center, Resolution 2026-012

Parks and Recreation Director Lares outlined the Indoor Playground Project proposed for the Veterans Memorial Community Center (VMCC). Background information indicates that the 2025 Capital Improvement Plan included \$350,000 allocated for renovation of the VMCC Brightside Room. To guide decisions regarding potential uses of the space, a community survey was conducted from mid-March through April 25, 2025. Survey results demonstrated majority support for an indoor playground. These findings were presented to the Parks and Recreation Advisory Commission (PRAC) on May 14, 2025. On June 2, 2025, a joint Council and PRAC work session was held, during

which direction was provided to advance design of an indoor playground design, with a preliminary budget range of \$350,000 to \$450,000.

Further background analysis identified that increased project costs were primarily the result of code compliance requirements associated with changing the use of the space. These requirements include the need for a dedicated entrance and exit, which necessitates removal of a portion of an existing wall and installation of a new door and window. Additional requirements include fire suppression system upgrades and improvements to natural lighting, electrical modifications, painting, and installation of ceiling fans. To address these increases, staff identified cost savings within other approved 2025 Community Center CIP projects, allowing the additional costs to be covered without exceeding the overall budget for this project.

The design process involved collaboration with Webber Recreation, a Soft Play provider specializing in indoor playgrounds. Staff conducted visits to six public indoor playground facilities to assess operations, safety, materials, and layouts. Multiple design iterations were reviewed and refined throughout the process. The guiding principles for the final design emphasized maximizing play value, ensuring safety, and supporting long term sustainability of the facility and equipment.

Design highlights include a preferred concept developed with Webber Recreation and Soft Play. The proposed playground features modern, age-appropriate play structures intended for children age 10 and under. The design emphasizes high play value, long term sustainability, and safe surfacing materials, while the layout is optimized to ensure efficient and functional use.

The proposed indoor playground is a three-level structure measuring approximately 32 ft by 32 ft, with a total area of 512 sq ft and a height of nearly 19 ft and is designed to accommodate up to 116 children at one time, subject to certified occupancy limits. The design maximizes play value within the available space and includes six slides, multiple climbing and obstacle elements, interactive features, and dedicated areas for different age groups, including a space designed specifically for children ages 2 to 5. The playground incorporates unique and active play amenities intended to encourage family participation, while also prioritizing safety, durability, and ease of maintenance. The structure is fully enclosed with appropriate safety surfacing and materials selected for long term durability, with an anticipated lifespan comparable to or exceeding outdoor playground equipment. Operations and cleaning will be managed by existing staff through routine checks and scheduled maintenance, without the need for additional staffing.

Council Member T'Kach asked for additional information regarding seating and amenities available for adults accompanying children in the indoor playground area.

Director Lares explained that the playground layout includes 5 ft to 7 ft of clearance around the structure, allowing space for seating throughout the area. Seating is planned along multiple walls and corners, with one back wall intentionally left without seating. He noted that the design will accommodate ample seating for adults, include open cubby storage, and may incorporate flooring enhancements for improved comfort and traction, subject to budget considerations.

The project includes reconfiguring the existing entrance by removing a cinder block wall to install a new double door and a floor to ceiling window to introduce additional natural light. The main entrance will be accessible from the lobby, with check in occurring at guest services, while a separate exit only door will be provided on the opposite side. No additional HVAC upgrades are required, though energy efficient bladeless ceiling fans will be installed to improve air circulation. The design also includes a new marquee sign above the entrance, updated interior finishes, and enhanced lighting to create a bright, welcoming environment.

Mayor Dietrich asked whether the existing space currently receives any natural light from the exterior on the back side of the building.

Director Lares responded that there is some natural light currently entering the space through the existing double doors and exterior windows, but the proposed design will significantly increase the amount of natural light and further open up the space.

Council Member T'Kach asked whether the design considered or could accommodate electrical outlets for charging phones or other devices for individuals waiting in the space.

Director Lares stated that some electrical outlet upgrades are planned but emphasized that the focus of the space is on the children using the playground rather than device use. He noted that while a limited number of outlets may be included within the playground area, additional workspaces with electrical access are available in the adjacent lobby.

The total project budget is \$521,566.37. This includes \$360,291.37 for the indoor playground equipment provided by Webber Recreation, \$88,650.00 for room improvements such as doors, windows, fans, sheetrock, and paint completed by Total Construction, LLC, \$24,125.00 for fire suppression system improvements by Viking, LLC, \$24,500.00 for electrical improvements by Total Construction, LLC, \$10,000.00 allocated for a vinyl marquee pending quotes, and a contingency of \$14,000.00 representing 10% of applicable costs.

Funding for the project will be fully supported within the approved 2025 Community Center CIP. The original \$350,000 allocation for the Brightside Room renovation is supplemented by \$172,500 in cost savings and deferred items from other CIP projects, resulting in total available funding of \$522,500. This funding approach allows the City to complete the project while maintaining the overall CIP budget previously approved by the Council for the Community Center Capital Fund.

As staff continues to evaluate and establish user fees for the indoor playground and based on revenue information from comparable public indoor playground facilities, the indoor playground is anticipated to generate approximately \$50,000 to \$70,000 in annual revenue once fully operational. This revenue is expected to be generated through a combination of birthday party packages, memberships, punch cards, and daily admission fees.

The anticipated project timeline indicates that, if approved, most of the construction work, including window and door installation, painting, electrical upgrades, and fire suppression improvements will be completed by February. Installation of the indoor playground equipment is expected to begin in early March and be completed by the end of the month. Pending construction progress and final inspections, staff anticipates opening the indoor playground to the public in May or June 2026.

The requested action is adoption of a resolution authorizing the project and associated budget for renovation of the Brightside Room.

Council Member Gliva asked for confirmation that the project cost is approximately \$522,000 with anticipated annual revenue of \$50,000 to \$70,000.

Director Lares confirmed that the \$50,000 to \$70,000 annual revenue estimate is conservative and noted that revenue is expected to increase as operations mature, particularly with the introduction of birthday party packages. He explained that after approximately six months of operation in 2026, staff anticipates a clearer understanding of revenue potential and expects growth beyond the initial estimate. He added that minimal cost renovations within the operating budget may allow for dedicated birthday party rooms, which could further increase revenue, citing neighboring communities that generate approximately \$140,000 to \$160,000 annually from similar facilities.

Council Member Gliva commented that without additional revenue streams the project appears to have a 7-to-10-year payback period and asked whether performance is expected to improve beyond that, as well as whether ongoing maintenance costs are included in the budget moving forward.

Director Lares explained that no increase in operational hours is anticipated to support the indoor playground, as the space is largely self-contained. He stated that existing operational and seasonal part time staff will handle cleaning and routine maintenance, particularly during peak winter usage, by incorporating these duties into their current scope of work without adding new staffing.

Motion to approve Resolution 2026-012, approving Renovation of the Brightside Room at the Veterans Memorial Community Center and authorizing the associated Project Budget by T’Kach, seconded by Scales.

Ayes: 5

Nays: 0 Motion carried.

C. Selection of Recruitment Firm for City Administrator Search

Dave Unmacht provided an overview of the City’s evaluation of three executive search firms to assist with the recruitment of a new City Administrator, explaining that the Council is being asked to select one firm to begin the process. He noted that he prepared a side-by-side comparison matrix evaluating each firm across multiple criteria, including experience, approach, fees, timelines, guarantees, and potential competing searches.

GMP Consultants is a Washington based firm that is relatively new to the Minnesota market but brings extensive executive search experience, particularly on the West Coast. Their proposal did not initially reference Inver Grove Heights specifically, though that was later acknowledged. The firm proposed a fee of \$18,500 plus expenses, estimated up to \$8,000, with an anticipated timeline of approximately 12 to 14 weeks. Two Minnesota based consultants were identified, and no competing searches were noted.

DDA Human Resources, Inc., represented by Liza Donabauer, was described as having extensive Minnesota experience and a strong record of accomplishment in executive recruitment. Their proposal acknowledged the City’s pre work, outlined a clear recruitment process with an anticipated pool of semifinalists and finalists, and included a 14-week timeline. DDA proposed a flat fee of \$21,000 with no additional expenses, a 12-month guarantee, and identified unique elements such as candidate assessments and post placement mentoring.

MGT, represented by Charlene Stevens, is a national firm with roots in the former GovHR organization. The proposal included a fee of \$24,500 plus travel expenses, with a projected timeline of approximately 14 weeks. While the work plan did not initially reference the City’s pre work, the proposed fee reflected a reduction to account for that effort. The firm identified a limited number of potentially competing searches and highlighted its broad range of professional services, including optional salary analysis and job description review.

He concluded that all three firms can perform the work, emphasizing that the most critical factor in selection should be the firm’s commitment to active, personalized recruitment and direct outreach to qualified candidates, which he noted is essential to achieving the strongest possible candidate pool.

Mayor Dietrich inquired whether the DDA cost included travel expenses.

Dave Unmacht responded that travel expenses are included in the single, all-inclusive fee of \$21,000 and would not be billed separately.

Mayor Dietrich asked whether there are any other hidden fees that the City should be aware of.

Dave Unmacht stated that there are no other hidden fees, noting that the only potential consideration relates to the guaranteed provisions, which outline the conditions under which a new search would be conducted if the City Administrator is terminated within a specified timeframe.

Council Member Murphy stated that he is leaning toward DDA, noting that the firm's inclusion of a personality assessment and leadership development program stood out to him. He said these elements could help strengthen teamwork and improve service to residents, and that emphasizing the distinction between leadership and management would benefit the City in the future.

Council Member Scales stated that he agreed with Council Member Murphy that the DDA proposal appeared more extensive from a local Minnesota perspective, leading him to lean in that direction.

Council Member T'Kach stated that while she saw advantages to DDA's local connection and pricing, she also valued firms with broader national and Minnesota experience and strong marketing capabilities to present Inver Grove Heights effectively to candidates. She expressed interest in the experience offered by MGT and GMP, including leadership backgrounds beyond city administration, and raised concerns that DDA's proposal did not sufficiently address relationship building, negotiation, and problem-solving skills. She indicated a preference for MGT, with GMP as her second choice.

Council Member Gliva stated that the distinctions among the firms were challenging, but she agreed with Council Member Murphy on the value of the leadership training component. She noted that DDA appeared to have a broad range of experience filling positions across different levels of government and said MGT would likely be her second choice. She also raised the question of whether the City needs to conduct a broader, out of state search or if a more localized approach would be sufficient.

Mayor Dietrich asked whether firms with national reach have an advantage in recruiting candidates from outside Minnesota, and whether that represents an additional capability beyond what is outlined in the proposals.

Dave Unmacht explained that most city administrators hired in the metro area are typically from Minnesota or the upper Midwest, often returning to the region for family or personal reasons. He noted that while firms can conduct a broader or national search if directed, recruiters generally begin within regions where they have the strongest professional networks. He emphasized that all firms would follow the City's direction on the scope of recruitment, but successful candidates most often come from regional pools rather than distant national markets.

Council Member Murphy summarized that the City had previously discussed a regional recruitment approach and asked for confirmation that a firm's location does not dictate where candidates are recruited but rather influences where they may have more established contacts, noting that broader tools and resources remain available for a regional search.

Dave Unmacht responded that while a firm based in another state would typically rely on search consultants from that region, all three firms under consideration have local search consultants, meaning their primary focus and networks are based in this area.

Mayor Dietrich emphasized that the focus would be on the broader Midwest region, not solely Minnesota, noting that this distinction is important.

Dave Unmacht added that all three firms have demonstrated experience recruiting candidates throughout the Midwest, based on their past searches.

Council Member Gliva stated that she supports taking advantage of a regional search opportunity, emphasizing that the City should look beyond the seven-county metro area when considering candidates.

Council Member Scales stated that he continues to lean toward DDA and expressed concerns about MGT's capacity and cost structure. He noted that MGT is currently conducting searches for Wayzata and Oakdale, which raised concerns about competing priorities, and questioned whether the limited number of consultant visits and exclusion of travel expenses could result in additional costs beyond the base \$24,500 fee.

Dave Unmacht noted that while MGT references recruitment and interview processes in its proposal, it does not clearly acknowledge the number of consultant visits involved. He explained that a typical search can require multiple on-site visits for interviews and preparation and emphasized that firms with local consultants generally build those visits into their overall fee.

Council Member T'Kach stated that while she believes the search could be broadened beyond a single region and that there may be a stronger option available, she would not oppose selecting DDA if that is the will of the Council.

The Council reached consensus to hire DDA Human Resources as the City Administrator hiring firm and directed staff to move forward accordingly.

Motion to approve Amy Hove as Interim City Administrator until the Contract Interim City Administrator has been approved by Dietrich, seconded by Scales. For career development, we would like other department heads to have the opportunity to step in as Interim when the need arises.

Ayes: 5

Nays: 0 Motion carried.

8. PUBLIC COMMENT

9. MAYOR AND COUNCIL COMMENTS:

City Attorney Nason noted that the Council had selected a recruitment firm and reminded the Council of prior discussions regarding an interim City Administrator. She explained that in past situations involving a gap in the City Administrator role, an acting City Administrator had been appointed, and she raised the question of whether the Council wished to appoint an acting City Administrator to serve until an interim administrator and the permanent administrator assume the role.

Mayor Dietrich stated that, based on the prior meeting, she had hoped the interim needs would be addressed and suggested appointing Director Hove to serve as acting City Administrator, with the option to rotate the role among other department heads if the interim period extends longer than anticipated.

Council Member Scales noted that there had been discussion about a short transition period, potentially a week or two, before the interim arrangement would begin, if accepted.

City Attorney Nason stated that the transition could occur as early as next week, pending any unforeseen circumstances.

Mayor Dietrich stated that Director Hove has been informed of the request and has agreed that she has the capacity to serve in the role.

Mayor Dietrich stated that, for career development purposes, she would like to provide other department heads the opportunity to serve in the role as well. She indicated that this should be included in the motion on a limited basis at this time, and that if the need arises again, the City will have a plan in place to move forward.

Council Member T'Kach stated that she supports the idea of providing department heads with the opportunity to gain leadership experience.

10.ADJOURN:

Motion to Adjourn at 7:48 p.m. by Scales, second by T'Kach.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Tammy Greenlee



Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: January 26, 2026
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 January 1, 2026 – January 20, 2026.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of January 1, 2026 – January 20, 2026. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$776,408.07
Special Revenue	222,739.69
Debt Service	-
Capital Projects	1,061,300.67
Enterprise	266,849.78
Internal Service	180,541.93
Escrows	-
Total - All Funds	\$2,507,840.14

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 01.26.2026
2. Disbursements Listing (1.1.2026 - 1.20.2026)

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

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF
JANUARY 1, 2026 - JANUARY 20, 2026.**

WHEREAS, a detailed listing of disbursements for the period of January 1, 2026 - January 20, 2026 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	\$776,408.07
Special Revenue	222,739.69
Debt Service	-
Capital Projects	1,061,300.67
Enterprise	266,849.78
Internal Service	180,541.93
Escrows	-
Total - All Funds	\$2,507,840.14

Approved by the City of Inver Grove Heights, Minnesota this 26th day of January 2026.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Payment Dates 1/1/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
CENTRAL-MCGOWAN INC	0000427820	12/31/2025	oxygen cylinder rental	101.2200.000.5125	239.45
CENTRAL-MCGOWAN INC	0000436900	12/31/2025	oxygen cylinder rental	101.2200.000.5125	247.24
SAVATREE	001570856	12/31/2025	Winter Tree Care - N/A	101.3200.000.5310	1,718.00
WELTER, ELISE	10/22/2025	12/31/2025	Park Shelter Deposit Refund	101.4300.000.4362	75.00
KIMBALL MIDWEST	104051761	12/31/2025	Misc. nuts, screws & washers ...	101.3200.000.5125	503.59
OCCUPATIONAL HEALTH CEN...	104306487	12/31/2025	Pre-employment physicals	101.1120.000.5310	414.00
OCCUPATIONAL HEALTH CEN...	104313479	12/31/2025	Pre-employment physicals (1 ...	101.1120.000.5310	1,074.00
OCCUPATIONAL HEALTH CEN...	104317598	12/31/2025	Pre-employment physical	101.1120.000.5310	207.00
OCCUPATIONAL HEALTH CEN...	104324442	12/31/2025	Pre-employment physical	101.1120.000.5310	176.00
CENTURY LINK	12/19/2025	12/31/2025	Phone line for alarm system - F...	101.2200.000.5320	55.89
KENISON, TERRI	12/31/2025	12/31/2025	cleaning of fire stations 12.20...	101.2200.000.5310	1,600.00
PERFORMANCE PLUS LLC	12122043	12/31/2025	yearly physicals	101.2200.000.5312	5,593.00
EXPERT TREE SERVICE AND SC...	14049	12/31/2025	Tree Removal - Project #4	101.3200.000.5310	3,550.00
EXPERT TREE SERVICE AND SC...	14050	12/31/2025	Tree Removal - 55th St E & Br...	101.3200.000.5310	3,625.00
EXPERT TREE SERVICE AND SC...	14051	12/31/2025	Tree Removal - Mendota Rd W...	101.3200.000.5310	1,750.00
EXPERT TREE SERVICE AND SC...	14052	12/31/2025	Prune Trees - Earnest Park	101.4200.000.5310	1,900.00
EXPERT TREE SERVICE AND SC...	14060	12/31/2025	Dead/Diseased trees removal -...	101.4200.000.5425	3,150.00
EXPERT TREE SERVICE AND SC...	14061	12/31/2025	Prune trees - 80th Street to U...	101.4200.000.5310	4,200.00
EXPERT TREE SERVICE AND SC...	14062	12/31/2025	Remove & Prune Trees - Proje...	101.3200.000.5310	4,200.00
EXPERT TREE SERVICE AND SC...	14063	12/31/2025	Remove & Prune Trees - Proje...	101.3200.000.5310	5,500.00
EXPERT TREE SERVICE AND SC...	14064	12/31/2025	Remove dead ash tree - Salem...	101.4200.000.5425	1,450.00
EXPERT TREE SERVICE AND SC...	14065	12/31/2025	Tree Removal - 7639 Clayton ...	101.3200.000.5310	7,500.00
RED STAR PICTURES LLC	152847	12/31/2025	AV equipment for special even...	101.4300.459.5160	663.99
CULLIGAN	157984591006X123125	12/31/2025	bottled water fire station #1	101.2200.000.5125	79.17
CULLIGAN	157984591006X123125	12/31/2025	water softener salt	101.2200.000.5125	20.55
CULLIGAN	157984591188X123125	12/31/2025	bottled water station #3	101.2200.000.5125	182.03
CULLIGAN	157984591188X123125	12/31/2025	water softener salt	101.2200.000.5125	48.90
CULLIGAN	157985524824X123125	12/31/2025	RV Water rental plus \$1.00 lat...	101.4200.000.5430	12.30
CULLIGAN	157986034674X123125	12/31/2025	bottled water fee - fire station...	101.2200.000.5125	157.02
CULLIGAN	157986034674X123125	12/31/2025	water softener salt	101.2200.000.5125	32.60
MARTIN-MCALLISTER	17249	12/31/2025	Personnel Evaluations x 2	101.1120.000.5310	3,600.00
BOUND TREE MEDICAL LLC	200203605	12/31/2025	medical supplies for trucks	101.2200.000.5190	6,268.22
HESSE, INC.	2090	12/31/2025	de-icing liquid	101.3200.000.5125	3,108.00
CHEROKEE MANUFACTURING ...	239328	12/31/2025	Landscape fabric & biodegrad...	101.3200.000.5125	1,295.00
FRATTALONE COMPANIES INC	2512009	12/31/2025	Demo materials disposal	101.3200.000.5415	192.00
SCOTT NELSON COACHING, IN...	2599	12/31/2025	officer training 12.2025	101.2200.000.5340	3,000.00
L.T.G. POWER EQUIPMENT	300235	12/31/2025	batteries for equipment	101.4200.000.5105	641.98
VERIFIED HOLDINGS, LLC	371357	12/31/2025	Pre-employment background ...	101.1120.000.5310	399.25
CINTAS CORPORATION	4253873687	12/31/2025	Uniform Laundry -Streets	101.3200.000.5175	159.09
CINTAS CORPORATION	4253873687	12/31/2025	Uniform Laundry -Parks	101.4200.000.5175	25.50
CINTAS CORPORATION	4254532045	12/31/2025	Uniform Laundry -Streets	101.3200.000.5175	139.35
CINTAS CORPORATION	4254532045	12/31/2025	Uniform Laundry -Parks	101.4200.000.5175	25.59
TOTAL CONSTRUCTION & EQU...	44602	12/31/2025	repair SV park power pedestal	101.4200.000.5400	519.16
DAKOTA COUNTY FINANCIAL ...	5505287	12/31/2025	2025 Election Equipment Cost...	101.1200.000.5405	3,730.00
ECOLAB	6356583423	12/31/2025	Laundry soap for bunker gear	101.2200.000.5190	597.48
COMCAST	8772105910359526X100525	12/31/2025	cable for fire station 1	101.2200.000.5310	10.80
COMCAST	8772105910359526X110525	12/31/2025	cable for fire station 1	101.2200.000.5310	10.80
COMCAST	8772105910359526X120525	12/31/2025	cable for fire station 1	101.2200.000.5310	10.80
CINTAS CORPORATION	9353361344	12/31/2025	AED Agreement - Rich Valley	101.4200.000.5310	134.42
GRAINGER	9751076739	12/31/2025	Sealing caps	101.4200.000.5125	139.93
ESS BROTHERS & SONS INC	FF11055	12/31/2025	Manhole protection rings & r...	101.3200.000.5125	968.00
JOHNSON FITNESS & WELLNE...	IGHFD-01132026	12/31/2025	FD Therapy Sessions 12.2025	101.2200.000.5312	825.00
PRECISE MRM	IN200-2009820	12/31/2025	GPS Data Plan 11.2025	101.3200.000.5310	110.00

Expense Approval Report

Payment Dates: 1/1/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MES I ACQUISITION, INC.	IN2394806	12/31/2025	uniform pants - Patnaude	101.2200.000.5175	90.95
INNOVATIVE OFFICE SOLUTIO...	IN5015110	12/31/2025	Note pads	101.2200.000.5105	16.57
INNOVATIVE OFFICE SOLUTIO...	IN5015643	12/31/2025	business card organizer & wall...	101.5000.000.5105	60.91
INNOVATIVE OFFICE SOLUTIO...	IN5019587	12/31/2025	Trash liners for park's	101.4200.000.5125	653.10
KIDTRESTING	INV-0003	12/31/2025	Rhythm & Rhyme sessions 11....	101.4300.454.5310	240.00
MIP V ONION PARENT LLC	MP290907	12/31/2025	Porta potties rental 12.2025	101.4200.000.5430	2,097.00
MACQUEEN EMERGENCY GR...	P60134	12/31/2025	SCBA parts for repairs	101.2200.000.5125	831.30
GOODPOINTE TECHNOLOGY, ...	4679	01/02/2026	2026 Icon Pavement Software...	101.3100.000.5395	3,045.00
GOVERNMENTJOBS.COM, INC.	INV-150930	01/02/2026	2026 Insight, Onboard & Perfo...	101.1120.000.5395	40,173.38
MSFDA	2026	01/08/2026	2026 membership dues	101.2200.000.5335	495.00
CIVICPLUS, LLC	360712	01/08/2026	2026 Civic Clerk Agenda Softw...	101.1140.000.5395	5,955.75
MESSERLI & KRAMER, P.A.	494755	01/08/2026	2026 Q1 Retainer for Legislati...	101.1000.000.5310	11,875.00
LOCALITY MEDIA, LLC	7342	01/08/2026	2026 first due inspections and...	101.2200.000.5395	10,253.25
C2 LLC	INV-0624451	01/08/2026	2026 Annual Fees-Tracker Port...	101.1800.000.5395	6,300.00
TARGET SOLUTIONS LEARNING	INV131993	01/08/2026	2026 vector solutions training...	101.2200.000.5395	7,492.60
LELS	INV0231248	01/09/2026	UNION DUES (LELS LIEUTENA...	101.0000.000.2041	292.00
INT'L UNION OF OPERATING ...	INV0231249	01/09/2026	UNION DUES IUOE-49 REGUL...	101.0000.000.2041	175.00
INT'L UNION OF OPERATING ...	INV0231250	01/09/2026	UNION DUES IUOE-49 WORKI...	101.0000.000.2041	86.65
IUOE	INV0231251	01/09/2026	UNION DUES IUOE-70	101.0000.000.2041	1,911.00
LELS LOCAL #84	INV0231252	01/09/2026	UNION DUES (LELS)	101.0000.000.2041	2,628.00
LELS	INV0231253	01/09/2026	UNION DUES (LELS)	101.0000.000.2041	64.66
LELS	INV0231254	01/09/2026	UNION DUES (LELS)	101.0000.000.2041	193.98
LELS	INV0231255	01/09/2026	UNION DUES (LELS SGT)	101.0000.000.2041	584.00
ICMA RETIREMENT TRUST - 4...	INV0231256	01/09/2026	457 PLAN -AGE 50+ %	101.0000.000.2038	1,095.12
ICMA RETIREMENT TRUST - 4...	INV0231256	01/09/2026	457 - ROTH AGE 50+	101.0000.000.2038	20.00
ICMA RETIREMENT TRUST - 4...	INV0231256	01/09/2026	457 -AGE <49	101.0000.000.2038	5,761.38
ICMA RETIREMENT TRUST - 4...	INV0231256	01/09/2026	457 - ROTH AGE <50 %	101.0000.000.2038	2,273.58
ICMA RETIREMENT TRUST - 4...	INV0231256	01/09/2026	457 -AGE 50+	101.0000.000.2038	1,600.29
ICMA RETIREMENT TRUST - 4...	INV0231256	01/09/2026	457 -AGE <49 %	101.0000.000.2038	12,152.88
ICMA RETIREMENT TRUST - 4...	INV0231256	01/09/2026	457 - ROTH AGE <50	101.0000.000.2038	1,046.00
ICMA RETIREMENT TRUST - 4...	INV0231256	01/09/2026	ROTH IRA (AGE 49 & UNDER)	101.0000.000.2039	3,962.80
ICMA RETIREMENT TRUST - 4...	INV0231256	01/09/2026	ROTH-AGE <49 %	101.0000.000.2039	275.50
ICMA RETIREMENT TRUST - 4...	INV0231256	01/09/2026	ROTH IRA (AGE 50 & OVER)	101.0000.000.2039	738.46
AFSCME COUNCIL 5	INV0231257	01/09/2026	UNION DUES (AFSCME FULL S...	101.0000.000.2041	822.64
AFSCME COUNCIL 5	INV0231257	01/09/2026	UNION DUES (AFSCME FULL S...	101.0000.000.2041	47.46
MN DEPARTMENT OF HUMAN...	INV0231258	01/09/2026	CASE #001563363401	101.0000.000.2220	445.31
MN DEPARTMENT OF HUMAN...	INV0231258	01/09/2026	CASE #001570640001	101.0000.000.2220	136.59
MN DEPARTMENT OF HUMAN...	INV0231258	01/09/2026	CASE #000115468905	101.0000.000.2220	69.22
TEXAS STATE DISBURSEMENT...	INV0231259	01/09/2026	CASE #0012022247	101.0000.000.2220	230.77
WI SCTF (WI SUPPORT COLLEC...	INV0231260	01/09/2026	PARTICIPANT ID#0004986316	101.0000.000.2220	433.06
MEDSURETY ACH ONLY	INV0231261	01/09/2026	HSA ELECTION-FAMILY	101.0000.000.2031	5,436.96
MEDSURETY ACH ONLY	INV0231261	01/09/2026	HSA ELECTION-SINGLE	101.0000.000.2031	6,986.55
IGH PROFESSIONAL FIREFIGHT...	INV0231262	01/09/2026	UNION DUES (IAFF)	101.0000.000.2041	581.55
INVER GROVE HEIGHTS POLICE..	INV0231263	01/09/2026	IGH POLICE ASSOCIATION CO...	101.0000.000.2041	450.00
MN STATE RETIREMENT SYST...	INV0231264	01/09/2026	457 ROTH IRA (AGE 49 & UND...	101.0000.000.2038	1,068.00
MN STATE RETIREMENT SYST...	INV0231264	01/09/2026	MINNESOTA DEFERRED COM...	101.0000.000.2038	2,267.30
MN STATE RETIREMENT SYST...	INV0231264	01/09/2026	MINNESOTA DEFERRED COM...	101.0000.000.2038	824.49
ING DIRECT	INV0231265	01/09/2026	MSRS-HCSP	101.0000.000.2035	11,913.96
PERA	INV0231266	01/09/2026	EMPLOYER SHARE (PERA DEFI...	101.0000.000.2225	15.77
PERA	INV0231266	01/09/2026	EMPLOYER SHARE (EXTRA PE...	101.0000.000.2225	4,484.55
PERA	INV0231266	01/09/2026	PERA POLICE & FIRE PLAN	101.0000.000.2225	41,441.80
PERA	INV0231266	01/09/2026	PERA COORDINATED PLAN	101.0000.000.2225	58,299.50
PERA	INV0231266	01/09/2026	EMPLOYER SHARE (POLICE & F...	101.0000.000.2225	62,162.72
PERA	INV0231266	01/09/2026	PERA DEFINED PLAN	101.0000.000.2225	15.77
EFTPS	INV0231267	01/09/2026	SOCIAL SECURITY WITHHOLDI...	101.0000.000.2210	61,062.24
EFTPS	INV0231267	01/09/2026	MEDICARE WITHHOLDING	101.0000.000.2211	24,583.94
EFTPS	INV0231267	01/09/2026	FEDERAL WITHHOLDING	101.0000.000.2213	95,134.86
MN DEPT OF REVENUE (PAYR...	INV0231268	01/09/2026	STATE WITHHOLDING	101.0000.000.2215	40,095.86
PERA	INV0231272	01/09/2026	PERA POLICE & FIRE PLAN	101.0000.000.2225	45.60
PERA	INV0231272	01/09/2026	EMPLOYER SHARE (POLICE & F...	101.0000.000.2225	68.40

Expense Approval Report

Payment Dates: 1/1/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EFTPS	INV0231273	01/09/2026	MEDICARE WITHHOLDING	101.0000.000.2211	11.20
EFTPS	INV0231273	01/09/2026	FEDERAL WITHHOLDING	101.0000.000.2213	81.80
MN DEPT OF REVENUE (PAYR...	INV0231274	01/09/2026	STATE WITHHOLDING	101.0000.000.2215	24.91
CROSSINGS IGH LLC	1/14/2026	01/15/2026	Tax Abatement-2nd 1/2 2025	101.0000.000.5490	93,031.28
EYEMED	167148140	01/15/2026	11.2025-12.2025 Retro Premi...	101.0000.000.2018	-13.37
EYEMED	167148140	01/15/2026	1.2026 Premium	101.0000.000.2018	333.25
FIRE PROTECTION SERVICES, I...	2019	01/15/2026	Wescott Warehouse Plan Revi...	101.2200.000.5310	65.00
MN MAYOR'S ASSN	2026	01/15/2026	2026 MN Mayors Assn Memb...	101.1000.000.5335	30.00
MUNICIPAL LEGISLATIVE CO...	2026-10	01/15/2026	2026 MLC Member Dues	101.1000.000.5335	10,246.88
METRO CITIES	2421	01/15/2026	2026 Metro Cities Membershi...	101.1000.000.5335	10,936.00
INTECH SOFTWARE SOLUTION...	2457	01/15/2026	2026 Modus Elections Softwa...	101.1200.000.5395	5,838.00
LEAGUE OF MN CITIES INS TR...	25604	01/15/2026	Workers Comp Deductible - Cl...	101.1120.000.5084	176.34
CINTAS CORPORATION	4255234730	01/15/2026	Uniform Laundry -Streets	101.3200.000.5175	182.84
CINTAS CORPORATION	4255234730	01/15/2026	Uniform Laundry - Parks	101.4200.000.5175	25.50
STREAMLINE DESIGN INC	44019	01/15/2026	orange t-shirts for NDTA stud...	101.2200.424.5175	329.86
LEAGUE OF MN CITIES	441350	01/15/2026	2026 LMC Membership Dues	101.1000.000.5335	30,597.00
CINTAS CORPORATION	5310871906	01/15/2026	Disinfectant	101.4200.000.5125	7.53
MN NCPERS LIFE INSURANCE	542000022026	01/15/2026	2.2026 Premium	101.0000.000.2024	208.00
COMCAST	8772105910359526X010526	01/15/2026	cable for fire station 1	101.2200.000.5310	10.76
INNOVATIVE OFFICE SOLUTIO...	IN5023640	01/15/2026	desk calendar	101.2200.000.5105	3.61
SAND CREEK EAP, LLC.	SDC-IN-101421	01/15/2026	2026 EAP services	101.1120.000.5310	4,880.60
Fund 101 - GENERAL FUND Total:					776,408.07

Fund: 201 - C.V.B. FUND

CATHERINE PIEPER	10094	12/31/2025	Google, Facebook Ads & Cam...	201.5600.000.5330	1,377.80
RIVER HEIGHTS CHAMBER OF ...	104362	12/31/2025	Gingerbread Treat-Open Win...	201.5600.000.5330	300.00
RIVER HEIGHTS CHAMBER OF ...	1052	12/31/2025	Personnel Costs & Retirement...	201.5600.000.5310	6,313.34
RIVER HEIGHTS CHAMBER OF ...	1052	12/31/2025	Monthly Service Contract-Adm...	201.5600.000.5310	300.00
RIVER HEIGHTS CHAMBER OF ...	1052	12/31/2025	Health Insurance Reimburse...	201.5600.000.5310	250.00
RIVER HEIGHTS CHAMBER OF ...	1052	12/31/2025	Cell Phone Reimbursement 12...	201.5600.000.5320	75.00
MILLER, LILLYANNA	11/30/2025	12/31/2025	Elf Travel Case-Dec 2025 Mar...	201.5600.000.5190	18.46
MILLER, LILLYANNA	11/30/2025	12/31/2025	Postage for Visitor Guides 12.2...	201.5600.000.5325	37.53
MILLER, LILLYANNA	11/30/2025	12/31/2025	Postage for Visitor Guides 12.2...	201.5600.000.5325	107.25
MILLER, LILLYANNA	11/30/2025	12/31/2025	Proxi Holiday Map Subscription	201.5600.000.5335	233.00
MILLER, LILLYANNA	11/30/2025	12/31/2025	Google Workspace Subscripti...	201.5600.000.5335	16.80
STAR TRIBUNE	5004	12/31/2025	Visit IGH Winter Campaign 12...	201.5600.000.5330	3,500.00
RIVER HEIGHTS CHAMBER OF ...	1050B	01/15/2026	Monthly Office Rent 1.2026	201.5600.000.5430	600.00
Fund 201 - C.V.B. FUND Total:					13,129.18

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

OXYGEN SERVICE COMPANY, ...	0003639100	12/31/2025	CO 2 rental -pool	205.4420.000.5125	184.63
GILLINGS, AMBBER	12/18/2025	12/31/2025	Refund for Swimming Lessons	205.4420.000.4374	90.00
CULLIGAN	157011438908X123125	12/31/2025	VMCC Softener Salt	205.4420.000.5125	213.80
CULLIGAN	157011438908X123125	12/31/2025	VMCC Softener Salt	205.4430.000.5125	142.53
CULLIGAN	157011438908X123125	12/31/2025	VMCC Softener Salt	205.4440.000.5125	267.24
CULLIGAN	157011438908X123125	12/31/2025	VMCC Softener Salt	205.4450.481.5125	89.08
FIRST IMPRESSION GROUP	176326	12/31/2025	Business Cards - Chris Rotty	205.4410.470.5105	60.00
DANIEL BAUER - TRUE MECH...	2526	12/31/2025	Service call - Grove side	205.4420.000.5400	120.00
DANIEL BAUER - TRUE MECH...	2526	12/31/2025	Service call - Grove side	205.4430.000.5400	80.00
TAHO SPORTSWEAR	25TS06301	12/31/2025	25-VMCC Main/Ops Clothing	205.4420.000.5175	437.94
TAHO SPORTSWEAR	25TS06301	12/31/2025	25-VMCC Main/Ops Clothing	205.4430.000.5175	291.96
TAHO SPORTSWEAR	25TS06301	12/31/2025	25-VMCC Main/Ops Clothing	205.4440.000.5175	547.43
TAHO SPORTSWEAR	25TS06301	12/31/2025	25-VMCC Main/Ops Clothing	205.4450.481.5175	182.47
TOTAL CONSTRUCTION & EQU...	44709	12/31/2025	Pool pump room light fixture	205.4420.000.5400	364.41
CINTAS CORPORATION	9353362511	12/31/2025	AED Agreement - VMCC	205.4420.000.5310	161.30
CINTAS CORPORATION	9353362511	12/31/2025	AED Agreement - VMCC	205.4430.000.5310	107.54
CINTAS CORPORATION	9353362511	12/31/2025	AED Agreement - VMCC	205.4440.000.5310	201.63
CINTAS CORPORATION	9353362511	12/31/2025	AED Agreement - VMCC	205.4450.481.5310	67.21
MEI TOTAL ELEVATOR SOLUTI...	1164928	01/08/2026	Grove side Annual Elevator se...	205.4420.000.5310	783.37
MEI TOTAL ELEVATOR SOLUTI...	1164928	01/08/2026	Grove side Annual Elevator se...	205.4430.000.5310	522.25
BROADCAST MUSIC INC	12618476	01/08/2026	2026 VMCC music license	205.4410.470.5335	459.00
OXYGEN SERVICE COMPANY, ...	0008901160	01/15/2026	Co2 rental - pool	205.4420.000.5125	484.00

Expense Approval Report

Payment Dates: 1/1/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DRAIN BLASTER BILLS, LLC.	1/7/2026	01/15/2026	Grove side Locker room drain ...	205.4420.000.5400	271.80
DRAIN BLASTER BILLS, LLC.	1/7/2026	01/15/2026	Grove side Locker room drain ...	205.4430.000.5400	181.20
SQUEAKY CLEANERS & PAINT...	2151	01/15/2026	Cleaning services 1.2026 - VM...	205.4410.470.5310	469.87
SQUEAKY CLEANERS & PAINT...	2151	01/15/2026	Cleaning services 1.2026 -VM...	205.4420.000.5310	2,114.44
SQUEAKY CLEANERS & PAINT...	2151	01/15/2026	Cleaning services 1.2026 -VM...	205.4430.000.5310	2,114.44
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					11,009.54
Fund: 206 - COMMUNITY CENTER-CAPITAL FUND					
RIEDEL SHOES, INC.	55082838	12/31/2025	Bulk Ice Skates (sizes 9 - 14)	206.4410.470.5190	1,972.90
WEBBER RECREATIONAL DESI...	1634	01/15/2026	50% down for indoor playgro...	206.4410.470.5615	180,145.69
Fund 206 - COMMUNITY CENTER-CAPITAL FUND Total:					182,118.59
Fund: 270 - HOST COMMUNITY FUND					
JR'S APPLIANCE DISPOSAL	117188	12/31/2025	Appliance Recycling	270.5900.000.5389	155.00
JR'S APPLIANCE DISPOSAL	117192	12/31/2025	Recycling services	270.5900.000.5389	30.00
RECYCLE TECHNOLOGIES, INC.	INV-3114	12/31/2025	Recycling	270.5900.000.5389	200.10
Fund 270 - HOST COMMUNITY FUND Total:					385.10
Fund: 290 - EDA-OPERATING FUND					
EHLERS AND ASSOCIATES, INC.	101276	12/31/2025	Dickman Trail/Dixie Ave Prope...	290.5800.000.5310	590.00
EHLERS AND ASSOCIATES, INC.	104206	12/31/2025	MN HHOF Review & Analysis	290.5800.000.5310	1,906.25
TOM LOUCKS & ASSOCIATES	49127	12/31/2025	MN HHOF Site Work/Planning	290.5800.000.5310	4,873.00
TOM LOUCKS & ASSOCIATES	49233	12/31/2025	MN HHOF Site Work/Planning	290.5800.000.5310	4,800.00
ALLIANT ENGINEERING, INC.	83809	12/31/2025	IGH Surveying Inver Wood Gol...	290.5800.000.5310	3,928.03
Fund 290 - EDA-OPERATING FUND Total:					16,097.28
Fund: 401 - PARK CAPITAL IMPROVEMENT FUND					
ARCHCRAFT EXTERIORS LLC	3210-1	12/31/2025	Install snow guards on SV roof ..	401.4210.000.5610	4,250.00
Fund 401 - PARK CAPITAL IMPROVEMENT FUND Total:					4,250.00
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
PETERSON COMPANIES	12/18/2025	12/31/2025	2025 HVP Phase V pay app 6	402.4210.000.5610	82,379.58
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					82,379.58
Fund: 437 - PW FACILITY REMODEL/EXPANSION					
WOLD ARCHITECTS INCORPO...	9900	12/31/2025	CMF Final Design - Invoice #6	437.0000.000.5310	115,900.09
Fund 437 - PW FACILITY REMODEL/EXPANSION Total:					115,900.09
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
Asphalt Surface Technologies ...	12/23/2025	12/31/2025	2025 UTBWC Construction	440.3210.000.5415	842,526.15
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					842,526.15
Fund: 441 - PAVEMENT MGMT-PARTNERSHIP PROJECTS					
MAX STEININGER, INC.	12/29/2025	12/31/2025	Babcock Multiuse Trail - Pay A...	441.3220.000.5610	16,244.85
Fund 441 - PAVEMENT MGMT-PARTNERSHIP PROJECTS Total:					16,244.85
Fund: 510 - WATER-OPERATING FUND					
WATER CONSERVATION SERV...	150491	12/31/2025	Water main break leak detect...	510.7100.000.5420	1,114.00
LONE OAK COMPANIES	98458	12/31/2025	12.2025 UB Delinquent Notice...	510.7100.000.5310	119.02
LONE OAK COMPANIES	98467	12/31/2025	12.2025 UB Billing (50%)	510.7100.000.5310	684.27
Fund 510 - WATER-OPERATING FUND Total:					1,917.29
Fund: 520 - SEWER-OPERATING FUND					
LONE OAK COMPANIES	98458	12/31/2025	12.2025 UB Delinquent Notice...	520.7200.000.5310	119.03
LONE OAK COMPANIES	98467	12/31/2025	12.2025 UB Billing (50%)	520.7200.000.5310	684.26
MN DEPT POLLUTION CONTR...	2026	01/02/2026	Collection System Operator Ce...	520.7200.000.5335	23.00
METROPOLITAN COUNCIL	0001199363	01/15/2026	MCES Sewer Charges 2.2026	520.7200.000.5373	206,075.54
Fund 520 - SEWER-OPERATING FUND Total:					206,901.83
Fund: 530 - STORMWATER-OPERATING FUND					
SAVATREE	001569470	12/31/2025	Tree Maintenance - Argentina...	530.7300.000.5310	650.00
SAVATREE	001569582	12/31/2025	Stormwater In & Outlets Main...	530.7300.000.5310	3,680.00
SAVATREE	001569943	12/31/2025	Winter Tree Care - Argentina H...	530.7300.000.5310	524.00
SAVATREE	001570267	12/31/2025	Winter Tree Care - Argentina H...	530.7300.000.5310	670.00
SAVATREE	001570592	12/31/2025	Stormwater In & Outlets Main...	530.7300.000.5310	753.00
SAVATREE	001570637	12/31/2025	Winter tree care - Argentina Hi...	530.7300.000.5310	2,922.00
SAVATREE	001570660	12/31/2025	Winter Tree Care - Simley Lake...	530.7300.000.5310	438.00
SAVATREE	001570674	12/31/2025	Winter Tree Care - Simley Lake...	530.7300.000.5310	942.00

Expense Approval Report

Payment Dates: 1/1/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SAVATREE	001570698	12/31/2025	Winter Tree Care - Argentina H..	530.7300.000.5310	670.00
SAVATREE	001570806	12/31/2025	Winter Tree Care - Argentina H..	530.7300.000.5310	2,796.00
SAVATREE	001570872	12/31/2025	Winter Tree Care - 81st Street...	530.7300.000.5310	9,300.00
SAVATREE	001570877	12/31/2025	Winter Tree Care - Bohrer Po...	530.7300.000.5310	8,000.00
SAVATREE	001570889	12/31/2025	Winter Tree Care - Argentina H..	530.7300.000.5310	524.00
SAVATREE	001570907	12/31/2025	Winter Tree Care - Argentina H..	530.7300.000.5310	650.00
SAVATREE	001570913	12/31/2025	Winter Tree Care - Bohrer Po...	530.7300.000.5310	8,000.00
SAVATREE	001570922	12/31/2025	Winter Tree Care - Simley Lake..	530.7300.000.5310	3,120.00
SAVATREE	001570956	12/31/2025	Winter Tree Care - 11412 Ave...	530.7300.000.5310	5,950.00
SAVATREE	001573175	12/31/2025	Winter Tree Care - 81st Street...	530.7300.000.5310	5,000.00
SAVATREE	001573297	12/31/2025	Winter Tree Care - Argentina H..	530.7300.000.5310	524.00
GOPHER STATE ONE-CALL	5120494	12/31/2025	Locate tickets 12.2025	530.7300.000.5310	280.80
Fund 530 - STORMWATER-OPERATING FUND Total:					55,393.80

Fund: 531 - STORMWATER-CAPITAL FUND

BRAUN INTERTEC CORPORATI...	IN1002110	12/31/2025	Construction Testing Services -...	531.7310.000.5310	1,242.00
Fund 531 - STORMWATER-CAPITAL FUND Total:					1,242.00

Fund: 550 - GOLF COURSE-OPERATING FUND

THE ALLIANCE, INC.	2025077-00-0-4	12/31/2025	professional services shop pla...	550.7700.000.5310	960.00
CINTAS CORPORATION	9353360424	12/31/2025	AED agreement - GC	550.7600.000.5310	216.25
USGA	12/31/2025	01/02/2026	2026 USGA Club Membership...	550.7600.000.5335	175.00
UNIFIRST CORPORATION	1410195832	01/08/2026	GC uniforms & towels laundry	550.7700.000.5175	43.61
Fund 550 - GOLF COURSE-OPERATING FUND Total:					1,394.86

Fund: 602 - RISK MANAGEMENT

LEAGUE OF MN CITIES INS TR...	1/5/2026	01/15/2026	P/C Premium 3.01-5.31.2026	602.8200.000.5470	108,805.00
Fund 602 - RISK MANAGEMENT Total:					108,805.00

Fund: 603 - CENTRAL EQUIPMENT

METRO JANITORIAL SUPPLY I...	11016149	12/31/2025	Toilet paper and paper towels	603.8300.000.5125	720.70
FACTORY MOTOR PARTS COM...	1-11350892	12/31/2025	Stock filters	603.8300.000.5125	35.64
LVC COMPANIES, INC.	185835	12/31/2025	Annual fire ext testing	603.8300.000.5310	686.80
WORLD FUEL SERVICES	25-547960	12/31/2025	Dump Truck Diesel Exhaust Flu...	603.8300.000.5125	197.45
WORLD FUEL SERVICES	25-547963	12/31/2025	Dump Truck (#314) Diesel Exh...	603.8300.000.5125	197.45
MANSFIELD OIL COMPANY	27316552	12/31/2025	Winter diesel fuel	603.8300.000.5130	1,332.33
MANSFIELD OIL COMPANY	27316553	12/31/2025	Cold weather diesel fuel	603.8300.000.5130	5,686.65
MANSFIELD OIL COMPANY	27316554	12/31/2025	Conventional fuel	603.8300.000.5130	3,639.95
LIBERTY TIRE RECYCLING, LLC	3137788	12/31/2025	Tire recycling	603.8300.000.5389	561.85
CINTAS CORPORATION	4253873687	12/31/2025	Uniform Laundry -Mechanics	603.8300.000.5175	39.06
CINTAS CORPORATION	4253873687	12/31/2025	Shop Rentals	603.8300.000.5430	54.25
CINTAS CORPORATION	4254110991	12/31/2025	PW Rug Rentals	603.8300.000.5430	236.06
CINTAS CORPORATION	4254532045	12/31/2025	Uniform Laundry -Mechanics	603.8300.000.5175	38.97
CINTAS CORPORATION	4254532045	12/31/2025	Shop Rentals	603.8300.000.5430	67.38
INVER GROVE FORD	5363286	12/31/2025	Squad Car (#2326) converter a...	603.8300.000.5125	806.35
INVER GROVE FORD	5363288	12/31/2025	Credit refund	603.8300.000.5125	-806.35
INVER GROVE FORD	5363323	12/31/2025	Credit refund	603.8300.000.5125	-250.00
INVER GROVE FORD	5363833	12/31/2025	F250 (#417) brake parts	603.8300.000.5125	908.83
INVER GROVE FORD	5363952	12/31/2025	Squad car (#2327) spark plug ...	603.8300.000.5125	62.45
INVER GROVE FORD	5363976	12/31/2025	F550 Gas Cap	603.8300.000.5125	21.51
MAUER CHEVROLET	5507713	12/31/2025	Malibu (#2201) spark plugs, fil...	603.8300.000.5125	238.58
FACTORY MOTOR PARTS COM...	74-373793	12/31/2025	Stock filters	603.8300.000.5125	44.30
NORTH CENTRAL BUS & EQUI...	812711	12/31/2025	F550 (#402) Tailgate	603.8300.000.5125	1,525.50
CRYSTEEL TRUCK EQUIPMENT	FP202406	12/31/2025	F550 (#316) belt tensioner	603.8300.000.5125	396.11
INNOVATIVE OFFICE SOLUTIO...	IN5017042	12/31/2025	Canned air duster & notebooks	603.8300.000.5105	89.76
MACQUEEN EMERGENCY GR...	P13622	12/31/2025	Light control & joystick	603.8300.000.5125	106.66
MACQUEEN EMERGENCY GR...	P13643	12/31/2025	Credit for joystick	603.8300.000.5125	-80.08
MACQUEEN EMERGENCY GR...	P13651	12/31/2025	Fire truck (#T26) light control ...	603.8300.000.5125	52.63
MACQUEEN EMERGENCY GR...	P13654	12/31/2025	Fire truck (#E21) door switch	603.8300.000.5125	256.93
TRI-STATE BOBCAT INC.	P51573	12/31/2025	Tool cat tires	603.8300.000.5125	1,211.08
NUSS TRUCK AND EQUIPMENT	PSO266791-1	12/31/2025	Dump truck (#311) brake valve	603.8300.000.5125	254.14
NUSS TRUCK AND EQUIPMENT	PSO267019-1	12/31/2025	Water truck side marker light	603.8300.000.5125	54.66
NUSS TRUCK AND EQUIPMENT	SWO065961-1	12/31/2025	Dump truck (#319) service call	603.8300.000.5410	462.16

Expense Approval Report

Payment Dates: 1/1/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MACQUEEN EMERGENCY GR...	W07509	12/31/2025	Fire truck (#L13) ladder repairs	603.8300.000.5410	5,794.99
MACQUEEN EMERGENCY GR...	W07522	12/31/2025	Multiple fire truck repairs	603.8300.000.5410	6,262.62
PRECISE MRM	IN001-2124997	01/08/2026	Dump truck (#311) plow contr...	603.8300.000.5125	423.63
ZIEGLER INC	IN002237627	01/08/2026	Loader (#L1) fuel & separator f..	603.8300.000.5125	70.32
ZIEGLER INC	IN002237628	01/08/2026	Loader (#L1) filters & seal	603.8300.000.5125	78.92
MACQUEEN EMERGENCY GR...	P13681	01/08/2026	Fire truck (#E17) siren motor	603.8300.000.5125	1,805.68
MTI DISTRIBUTING CO	1501987-01	01/15/2026	Toro mower hood latch	603.8300.000.5125	28.77
SQUEAKY CLEANERS & PAINT...	2151	01/15/2026	Cleaning services 1.2026 - PW	603.8300.000.5310	1,044.75
CINTAS CORPORATION	4255234730	01/15/2026	Uniform Laundry -Mechanics	603.8300.000.5175	39.06
CINTAS CORPORATION	4255234730	01/15/2026	Shop Rentals	603.8300.000.5430	54.25
CINTAS CORPORATION	4255406580	01/15/2026	Rug Rental	603.8300.000.5430	236.06
NORTHERN SAFETY TECHNOL...	60340	01/15/2026	Squad car spotlight bracket	603.8300.000.5125	250.19
TOWMASTER TRAILERS INC	90004273	01/15/2026	Tailgate valve	603.8300.000.5125	732.35
PRECISE MRM	IN001-2124787	01/15/2026	Dump truck (#311) plow contr...	603.8300.000.5125	1,121.46
ZIEGLER INC	IN002240035	01/15/2026	MV drain plug	603.8300.000.5125	53.45
MACQUEEN EMERGENCY GR...	P13676	01/15/2026	Fire truck door latch	603.8300.000.5125	64.13
NUSS TRUCK AND EQUIPMENT	PSO268123-1	01/15/2026	Dump truck brake valve	603.8300.000.5125	375.11
Fund 603 - CENTRAL EQUIPMENT Total:					37,285.50
Fund: 605 - CITY FACILITIES					
APEC	126359	12/31/2025	HVAC filters - CH & PD	605.8500.000.5125	1,196.99
CULLIGAN	157985030228X123125	12/31/2025	Water softener salt - CH	605.8500.000.5125	163.50
LVC COMPANIES, INC.	186313	12/31/2025	CH/PD Annual Fire alarm insp...	605.8500.000.5310	760.00
LVC COMPANIES, INC.	186900	12/31/2025	Rich Valley security system re...	605.8500.000.5310	1,520.00
TAHO SPORTSWEAR	25TS06301	12/31/2025	25-City Facilities Clothing	605.8500.000.5175	713.00
TOTAL CONSTRUCTION & EQU...	44211	12/31/2025	Water Plant - RTU electrical h...	605.8500.000.5400	809.98
CINTAS CORPORATION	9353342659	12/31/2025	AED Agreement - CH	605.8500.000.5310	130.50
CINTAS CORPORATION	9353404061	12/31/2025	AED Agreement - CH	605.8500.000.5310	270.00
MEI TOTAL ELEVATOR SOLUTI...	1164928	01/08/2026	City Fac Annual Elevator Servi...	605.8500.000.5310	3,916.98
LVC COMPANIES, INC.	186965	01/15/2026	Annual fire alarm inspection - ...	605.8500.000.5310	865.45
SQUEAKY CLEANERS & PAINT...	2151	01/15/2026	Cleaning services 1.2026 - CH/...	605.8500.000.5310	4,567.50
GIP III ZEPHYR ACQUISITION P...	INVRGRV-12601	01/15/2026	Solar garden fees 11.2025	605.8500.000.5357	14,880.15
GIP III ZEPHYR ACQUISITION P...	INVRGRV-22601	01/15/2026	Solar garden fees 11.2025	605.8500.000.5357	4,657.38
Fund 605 - CITY FACILITIES Total:					34,451.43
Grand Total:					2,507,840.14



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: January 26, 2026

ITEM TYPE: Consent Agenda

CONTACT: Cora Bauer, HR Coordinator, 651.450.2490

ACTION REQUESTED

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

BACKGROUND

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

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the attached personnel actions.

ATTACHMENTS

1. Personnel Actions 1.26.26 (hires-terms)



Request for Council Action

SUBJECT: Revised 2026 Planning Commission Meeting Schedule

MEETING DATE: January 26, 2026

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to approve the attached Revised 2026 Meeting Schedule for the City's Planning Commission.

BACKGROUND

Section 2-1-6 of the City Code specifies that each Commission and task force shall file a schedule of regular meetings with the City Clerk. Attached is the revised 2026 schedules for the Planning Commission.

One change is proposed for Tuesday, February 3rd Planning Commission meeting is being moved to Wednesday, February 4th to avoid a conflict with the party caucuses also scheduled for that evening.

FISCAL IMPACT

none

RECOMMENDATION

Staff recommends approval of the attached revised schedule of the Planning Commission meeting dates for 2026.

ATTACHMENTS

1. 2026 Final - PC Meeting Schedule - Revised



2026 Planning Commission Schedule

Regular Planning Commission meetings are typically held on the on 1st and 3rd Tuesdays and start at 7:00 p.m. Unless otherwise posted, meetings take place in the Council Chambers at City Hall, 8150 Barbara Avenue, Inver Grove Heights MN 55077. Meetings are subject to change.

January

6 Regular Meeting
20 Regular Meeting

February

4 Regular Meeting**
17 Regular Meeting

March

3 Regular Meeting
17 Regular Meeting

April

7 Regular Meeting
21 Regular Meeting

May

5 Regular Meeting
19 Regular Meeting

June

2 Regular Meeting
16 Regular Meeting

July

7 Regular Meeting
21 Regular Meeting

August

5 Regular Meeting*
18 Regular Meeting

September

1 Regular Meeting
15 Regular Meeting

October

6 Regular Meeting
20 Regular Meeting

November

4 Regular Meeting*
17 Regular Meeting

December

1 Regular Meeting
15 Regular Meeting

*Normal meeting date changed due to holiday or conflicting event

** Moved due to Party Caucus date.

The Planning Division reserves the right to cancel a meeting due to lack of agenda items.



Request for Council Action

SUBJECT: **Resolution Adopting Annual Update to the City of Inver Grove Heights Emergency Operations Plan**

MEETING DATE: January 26, 2026
ITEM TYPE: Consent Agenda
CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving an annual **update** to the City of Inver Grove Heights Emergency Operation Plan (EOP).

BACKGROUND

Minnesota Statutes, Section 299K.05 stipulates that "Political subdivisions should prepare emergency plans that adequately address the requirements contained in section 11003 of the federal act. The emergency plan may be a part of a plan prepared by a political subdivision in accordance with chapter 12."

The "federal act" is the Emergency Planning and Community Right to Know Act, otherwise known as Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986. SARA Title III includes several requirements regarding the development, exercising, and updating of a local emergency plan. SARA Title III recommends the plan be updated every two years to maintain accuracy, however, Inver Grove Heights has typically done an annual EOP update.

The Federal Emergency Management Agency (FEMA) has developed a Comprehensive Preparedness Guide (CPG) 101 to provide recommendations on developing EOPs. The CPG promotes a common understanding of the fundamentals of risk-informed planning and decision-making to help planners produce integrated, coordinated, and synchronized plans. The goal of CPG 101 is to make the planning process routine across all phases of emergency management and for all homeland security mission areas.

The Minnesota Department of Public Safety's Division of Homeland Security and Emergency Management (HSEM) has also developed a local EOP crosswalk known as the MNWALK that is used by HSEM and Dakota County to evaluate the completeness of local EOP's. The Inver Grove Heights updated EOP has been deemed MNWALK compliant by the Dakota County Emergency Preparedness Coordinator.

The official EOP documents are not available to the public.

Once the EOP has been approved and certified, the updated EOP will be distributed to individuals identified on the EOP distribution list.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends that the City of Inver Grove Heights adopt the updated Emergency Operation Plan (EOP). Allowing the EOP to be certified by the Mayor and the Chief of Police (Emergency Manager).

ATTACHMENTS

1. 2026 EOP Resolution
2. 2026 EOP - Signature Page from Inver Grove Heights

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

**RESOLUTION TO ADOPT THE 2026 INVER GROVE HEIGHTS EMERGENCY OPERATIONS
PLAN**

RESOLUTION NO. ____

WHEREAS, the City of Inver Grove Heights desires to follow Minnesota State Statute 12, "Emergency Management," and

WHEREAS, requires that the governing bodies plan and prepare to deal with disasters; and

WHEREAS, the city adopts plans specific to the situations that may arise within the geographical area and plans covering all hazards; and

WHEREAS, the city must train and practice on written plans; and

WHEREAS, the city must review for compliance and submit for review to Dakota County Emergency Management, which will then forward the plan to the State of Minnesota for review and approval; and

WHEREAS, the City Council of the City of Inver Grove Heights believes that adopting and updating a plan will enhance the safety and security of the City's citizens.

NOW, THEREFORE, BE HEREBY RESOLVED that the City Council of the City of Inver Grove Heights adopts by resolution the 2026 Inver Grove Heights Emergency Operations Plan.

Adopted by the City Council of Inver Grove Heights, this 26th day of January 2026.

Ayes:

Nays:

Brenda Dietrich, Mayor

Attest:

Rebecca Kiernan, City Clerk

CERTIFICATION OF PLAN APPROVAL

This page documents approval of the Basic Plan, Emergency Support Functions, SARA Title III, and the Resource Manual.

Plan prepared and submitted by: (MNWALK #3)

**Melissa Chiodo
Emergency Manager**

Signature: _____

Date: _____

**Brenda Dietrich (MNWALK #1)
Mayor**

Signature: _____

Date: _____

ADOPTED BY RESOLUTION:

Date of Adoption:



Request for Council Action

SUBJECT: **Approval of Authorization to Negotiate Special Assessment Repayment Agreement**

MEETING DATE: January 26, 2026

ITEM TYPE: Consent Agenda

CONTACT: Amy Hove, Finance Director, 651.450.2521
 Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

Approval of resolution authorizing staff to negotiate with GLG Properties, LLP regarding deferred special assessment repayment agreement.

BACKGROUND

The City of Inver Grove Heights relies on special assessments authorized under Minnesota Statutes, Chapter 429, to partially finance the cost of improvement projects within the City, including street reconstruction and improvement projects. Under Chapter 429, properties benefited by the improvement project may be charged for the cost of the improvement to the extent that the property has received a special benefit from the improvement, which is defined as the increase in the market value of the property due to the improvement. As part of the special assessment process, the City Council establishes the interest rate to be charged on payment of each installment of the special assessment paid by benefit property owners as well as repayment timelines for the special assessment.

In certain circumstances, repayment of the special assessment may be deferred until a future date. Assessments may be deferred when imposed on undeveloped property, for senior citizens, persons with permanent and total disabilities, and for individuals on active duty military service. In addition, state statute requires that property enrolled in the "green acres" program is entitled to tax relief until such time as the property is no longer enrolled in the green acres program. There is currently no limit to how long a property can remain enrolled in the green acres program.

Property classified as "Class 2A agricultural land," defined as parcels of property or portions thereof that are agricultural land and buildings that consist of 10 acres or more or is a nursery or greenhouse, is primarily devoted to agricultural use, and meets certain other statutory eligibility requirements is eligible for enrollment in the "green acres" program. If the property is enrolled in the green acres program, it is valued not at its "estimated market value," which is based on the use of the property that would bring the "greatest economic return to the land," otherwise known as the "highest and best use" of the property, but instead is valued based upon the agricultural value of the land. Agricultural valuation substantially decreases the amount of property taxes required to be paid on the property. In addition, as noted above, property enrolled in the green acres program is subject to tax relief, which includes deferment of payment for special assessments. Special assessments levied against property enrolled in the green acres program are deferred until the property is sold, transferred, or is no longer enrolled in the green acres program.

GLG Properties, LLP is the owner of multiple tax parcels that are used for both various commercial and agricultural purposes and are commonly known as "Gertens Garden Center and Greenhouses." In the 1970's and 1980's, the City levied special assessments for a number of improvement projects against the Gertens parcels. The original special assessment amounts have continued to accrue interest at rates of up to 8% per year. This resulted in relatively modest special assessment amounts ballooning into significant amounts as shown below:

Parcel #	# of Deferred Assessments	Original Principal	Interest Accrued thru 12/2025	Payoff as of 12/2025
20-03310-03-021	6	\$ 183,980.59	\$ 716,008.29	\$ 899,988.88
20-03310-79-022	6	32,482.94	125,214.03	157,696.97
20-03310-79-023	6	48,494.17	198,975.95	247,470.12
		\$ 264,957.70	\$ 1,040,198.27	\$ 1,305,155.97

GLG Properties Total Original Principal = \$264,957.70
 Accrued Interest thru December 31, 2025 = \$1,040,198.27
 Payoff Amount as of December 31, 2025 = \$1,305,155.97

Research conducted by staff shows that in 2016, City staff engaged with representatives of GLG Properties regarding negotiating a repayment agreement for these deferred special assessments, although no final agreement was apparently reached on a repayment plan as a result of those negotiations.

The City is preparing to move forward with an upcoming planned improvement project on Upper 55th Street (City Project No. 2026-09H) and on adjacent Blackberry Trail (City Project No. 2026-09J) that will specially benefit abutting properties, including the Gertens properties. Because of the potential funding impact on the project if the amount anticipated to be specially assessed against the Gerten's parcels is automatically deferred due to the continued green acres tax status of these parcels, staff have reached out to Gertens to discuss options related to payment of the special assessment amounts eventually levied against these parcels. In addition, staff is seeking authorization from the Council to re-engage with Gertens representatives regarding negotiation of a repayment agreement for the deferred assessments listed above, with the ultimate goal of such negotiations to obtain repayment of the original principal amount of the special assessment plus a negotiated, reduced interest amount, within the next few years. Any repayment agreement would require approval by the Council. Staff have prepared the attached resolution authorizing them to move forward with such negotiations for Council consideration.

FISCAL IMPACT

Collection of any deferred assessment balances would provide the City with additional financial resources to help fund future water and sanitary sewer capital improvements, while an agreement for payment for pending street improvement assessments for work planned in 2026 will ensure the City receives assessment payments without automatic green acres deferment.

RECOMMENDATION

Staff recommend approval of the attached resolution authorizing staff to negotiate with GLG Properties, LLP regarding deferred special assessment repayment agreement.

ATTACHMENTS

1. Resolution Authorizing Negotiation of Special Assessment Repayment Agreement

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING STAFF TO NEGOTIATE A SPECIAL ASSESSMENT
REPAYMENT AGREEMENT WITH GLG PROPERTIES, LLP**

WHEREAS, the Inver Grove Heights has utilized special assessments to assist with funding for various improvement projects; and

WHEREAS, since the 1970's the City has completed several improvement projects that specially benefit properties owned by GLG Properties, LLP; and

WHEREAS, the amounts specially assessed against these properties have been deferred due to the properties' enrollment in the green acres program; and

WHEREAS, the City Council has authorized the final design for 2026 Pavement Management Initiative projects along Upper 55th Street (City Project No. 2026-09H) and Blackberry Trail (City Project No. 2026-09J) on May 12, 2025, and both projects include improvements that specially benefit properties owned by GLG Properties, LLP that are in the green acres program; and

WHEREAS, the City recognizes that it would benefit from having a definitive timeline for payment of these special assessments, and that GLG Properties would benefit from eliminating the continued accrual of interest on these deferred special assessments.

NOW, THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council that the City Council hereby authorizes staff to negotiate a special assessment repayment agreement with GLG Properties for the various deferred special assessments levied against the properties owned by GLG Properties, LLP. Any such agreement must be brought back to the Council for Council consideration and approval.

Adopted by the City Council of the City of Inver Grove Heights, Minnesota this 26th day of January 2026.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Accepting Donations and Sponsorships to the Parks and Recreation Department**

MEETING DATE: January 26, 2026

ITEM TYPE: Consent Agenda

CONTACT: Julie Dorshak, Recreation Superintendent, 651.450.2588

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing and accepting donations and sponsorships to the Parks and Recreation Department totaling \$30,462 for various programs/events from January 1 to December 31, 2025.

BACKGROUND

The City is generally authorized to accept donations of real and personal property pursuant to MN Statutes Section 465.03 for the benefit of its citizens. The Parks and Recreation Department receives various donations, sponsorships, and grants from businesses and other organizations to support and enhance recreation programs and events.

The table below provides a summary of donations, and a list of specific contributors is attached.

Business/Organization	Amount/Value	Purpose
Various Businesses	\$ 7,317	In Kind Donations
Various Businesses	\$23,145	Miscellaneous Youth and Family Programs
TOTAL	\$ 30,462	

FISCAL IMPACT

The Parks and Recreation Department has two sponsorship drives each year, one in February/March to seek sponsors for spring, summer and fall programs and the second in October for the Holidays in the Heights events. These sponsorships create opportunities for community engagement with local businesses and organizations, and are also financially beneficial to the Department's programs and events. Having sponsors enhances the Department's ability to provide quality, affordable programs and services to Inver Grove Heights residents.

RECOMMENDATION

Staff recommends adoption of the attached Resolution to authorize and accept the January 1 to December 31, 2025, donations and sponsorships to the Parks and Recreation Department. The Parks and Recreation Advisory Commission recommended approving the Resolution at their January 14, 2026, meeting.

ATTACHMENTS

1. Resolution - Accepting Donations and Sponsorships to P & R 2025
2. 2025_Jan-Dec_Donations

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND ACCEPTING DONATIONS

WHEREAS, the City of Inver Grove Heights (City) is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts; and

WHEREAS, various businesses donate money and goods to the City, which are to be used for supporting Parks and Recreation programs; and

WHEREAS, such donations has been contributed to the City for the benefit of its citizens, as allowed by law; and

WHEREAS, the City is appreciative of the donation and finds that it is appropriate to accept the donation.

NOW THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council, does hereby accept the donation of funds and in-kind product in the amount of \$30,462 to be used for a variety of programs as shown in attached document.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 26th day of January 2026.

Brenda Diedrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Jan-Dec. 2025 Donations				
Monetary Donation	Company	Amount		Events/Programs
R20680 - Summer Specialty Camps			\$1,500.00	
	Total Construction	\$1,000.00		Safety Camp
	JR Applicances	\$250.00		Safety Camp
	Mathias Die Co	\$250.00		Safety Camp
R30500 - Holidays in the Hts			\$0.00	
R30600 - Special Events			\$5,050.00	
	IWW	\$1,000.00		Any event
	IGH Hyundai	\$150.00		Any event
	Bituminous Roadways	\$500.00		Any event
	Culligan Water	\$100.00		Any event
	IGH Ford	\$150.00		Any event
	Bethesda Evangelica HLF	\$150.00		Healthy Living Fair
	Surelock RV Storage	\$150.00		Any event
	Key Community Bank	\$500.00		Food Fest
	IGH Volkswagen	\$500.00		Any event
	IState Truck	\$250.00		Any event
	Heartland CU	\$600.00		Egg Hunts
	Truck & Repair Equipment	\$250.00		Any event
	Therapy OPS	\$500.00		Music in the Park
	Therapy OPS	\$250.00		Touch-A-Truck
C10100 - Memberships			\$100.00	
	Kwik Trip	\$100.00		Membership Appreciation
Total Monetary Donation			\$6,650.00	
Miscellaneous Donations	Company	Amount		Notes on In-Kind
Miscellaneous- In Kind			\$3,275.00	
	Dairy Queen	\$400.00		100 coupons for free Dilly Bar
	AMC Theaters	\$100.00		Donated popcorn for 150 people
	Drkula's	\$150.00		Bowling for 10 people 1.5 hours, shoe rental included, 2 pitchers of Soda
	Inver Grove Brewery	\$150.00		4 hats, 2 cuzies, 2 decks of cards, dog leash, 4 free kids meals
	Inver Wood Golf Course	\$200.00		2-9 hole passes, 2-18 hole passes
	Heartland Credit Union	\$200.00		Popcorn for the Movie in the Park
	Heartland Credit Union	\$75.00		Prizes for Egg Hunts
	Dairy Queen	\$1,000.00		Coupons for dilly bars and blizzards
	Chick-Fil-A	\$1,000.00		Coupons for free sandwiches
Miscellaneous- Parks			\$2,000.00	
		\$1,000.00		Groveland Park Bench
		\$1,000.00		Swing Bridge Park Bench
Total Miscellaneous			\$5,275.00	
Total Donations - Jan -Aug 2025			\$11,925.00	
Sept -Dec 2025 Donations				
Monetary Donation	Company	Amount		Events/Programs
R20680 - Summer Specialty Camps			\$0.00	
R30500 - Holidays in the Hts			\$11,100.00	
	Total Construction & Equipment	\$4,000.00		
	Integrity Woven Wire	\$1,000.00		
	Arbor Pointe Holiday #3537	\$250.00		
	Inver Grove Honda	\$100.00		
	Land O' Lakes	\$1,000.00		
	Visit Inver Grove Heights	\$1,000.00		
	I-State Truck Center	\$100.00		
	Natureview Landscaping Inc.	\$100.00		
	J.R.'s Advanced Recyclers	\$250.00		
	Bituminous Roadways, Inc.	\$500.00		
	Coratel Inn & Suites	\$100.00		
	Super USA	\$100.00		
	Brian Youmans State Farm Insurance	\$250.00		
	Culligan Water	\$100.00		
	Inver Grove Ford	\$250.00		
	Onalos Massage	\$250.00		
	Mathias Die Company	\$250.00		
	Sanimax	\$1,500.00		
R30450 - IGH Days			\$1,000.00	
	IGH Days Committee	\$750.00		IGH Days Kids Court
	Lakeside Orthodontics	\$250.00		
R30600 - Special Events			\$3,395.30	
	Lakeside Orthodontics	\$1,250.00		Food Fest #1, #2, #3, Ghostly Gathering
	SPARC	\$1,645.30		5th Quarter
	Royal Credit Union	\$500.00		Ghostly Gathering
Miscellaneous- Parks			\$1,000.00	
		\$1,000.00		Rock Island Swing Bridge bench
Total Monetary Donation			\$16,495.30	
Miscellaneous Donations	Company	Amount		Notes on In-Kind
Miscellaneous- In Kind			\$2,041.52	
	IGH Days Donations Disc Golf Tourney- Bowling coupons, can coozies, discs, etc.	\$195.40		
	Let's Pawty Halloween Dog Event Trophies	\$121.12		
	Town Square Television	\$500.00		
	Gerten's	\$25.00		
	Raising Cane's coupons	\$500.00		
	Dairy Queen Grill & Chill coupons	\$500.00		
	Starbucks Coffee	\$200.00		
Total Miscellaneous			\$2,041.52	
Total Donations - Sept-Dec 2025			\$18,536.82	
Total Monetary Donations - all year			\$23,145.30	
Total In Kind Donations - all year			\$7,316.52	
Total Donations - all year			\$30,461.82	

**SUBJECT: Approval of Joint Powers Agreement With Dakota
County For Natural Resources Restoration Within
Select Parks**

MEETING DATE: January 26, 2026
ITEM TYPE: Consent Agenda
CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587
Brian Swoboda, Parks Superintendent, 651.450.2582

PURPOSE/ACTION REQUESTED

The Council is asked to approve a Joint Powers Agreement with Dakota County for natural resource restoration within select parks.

BACKGROUND

Dakota County and the City staff have collaborated on planning and implementation efforts to restore and enhance natural resources within key park and open space areas throughout the community. Efforts to develop a new Joint Powers Agreement began in late summer 2025 to support this work. These efforts focus on ecological restoration, habitat improvement, and the long-term sustainability of public natural areas.

At its December 16, 2025 meeting, the Dakota County Board approved the attached Joint Powers Agreement (JPA), which includes work already completed collaboratively through the City–County Conservation Collaborative (4-C) program. The City previously took official action to approve the Natural Resource Management Plans for the identified sites and authorized the County to proceed with funded action steps to implement those plans. The City’s contribution to the 4-C program was provided entirely through in-kind services, primarily Parks Maintenance staff time or City contractors performing work that would otherwise occur as part of routine operations. No additional City funds were contributed. Completed and ongoing restoration sites under the 4-C program include Seidl’s Lake Park, Harmon–Salem Parks, and Heritage Village Park.

The County’s inclusion of this work in the JPA reflects prior City–County staff discussions and was recommended by the County’s legal counsel to formally memorialize the program and document collaborative efforts already completed.

In addition to the 4-C program, Dakota County was awarded funding through the U.S. Department of Transportation’s Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program and the Legislative-Citizen’s Commission on Minnesota Resources’ Environment and Natural Resources Trust Fund (LCCMR-ENRTF). These grants support additional natural resource restoration projects along the Mississippi River Greenway. County staff were authorized to use these grant funds to complete restoration work on approximately 55 acres within Ernster Park, Heritage Village Park, and Rock Island Swing Bridge Park, including areas located a short distance off the Greenway, as permitted by the grant terms. This work does not require any City funding or in-kind

contribution, as all costs are covered by the grants and any required County match.

The proposed Joint Powers Agreement formalizes the partnership between the City and Dakota County to implement natural resource restoration projects at the identified sites. The agreement establishes roles, responsibilities, and coordination necessary to complete the work efficiently and in alignment with shared conservation goals. This collaborative approach leverages County resources while supporting the City's parks, natural resource, and environmental stewardship objectives.

At its January 14, 2026, meeting, the Parks and Recreation Advisory Commission unanimously voted (9–0) to recommend that the City Council approve and enter into the attached Joint Powers Agreement with Dakota County for the identified natural resource restoration projects.

The City Attorney has reviewed the Joint Powers Agreement and has determined it to be acceptable.

FISCAL IMPACT

There is no new fiscal impact to the City associated with this Joint Powers Agreement. Any required local match for the restoration projects has already been satisfied through Parks maintenance in-kind services. Dakota County will manage the project and fund all remaining costs in accordance with the terms of the agreement.

RECOMMENDATION

Staff recommends that the City Council approve the attached Joint Powers Agreement between the City of Inver Grove Heights and Dakota County for the identified natural resource restoration projects.

ATTACHMENTS

1. IGH-Dakota County JPA Natural Resources Projects - IGH

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF INVER GROVE HEIGHTS FOR
NATURAL RESOURCE RESTORATION AND ENHANCEMENT PROJECTS**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Parks (“County”) and the City of Inver Grove Heights (“City”). This Agreement uses the word “Parties” for both the County and the City.

WHEREAS, the County and City are governmental units as that term is defined in Minn. Stat. § 471.59.

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties.

WHEREAS, by Resolution 20-568, the County Board of Commissioners adopted a Land Conservation Plan for Dakota County (the “LCP”), which included as a goal the establishment of a City - County Collaborative for natural resources planning, protection, and management.

WHEREAS, the LCP also included as a goal that the County, in collaboration with Cities, should identify land protection priorities and opportunities, develop natural resource management plans and priorities for city properties, develop joint grant proposals, and improve efficiencies and lower costs by sharing resources and equipment.

WHEREAS, the County has worked with cities within the County to jointly develop guidelines and criteria for implementing certain natural resources management and restoration collaborative projects, under which guidelines cities may submit potential natural resource restoration projects for County assistance.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the County anticipates providing limited technical and ecological services to Cities such as assistance with grant writing, planning, plant and species identification, and similar services where the County’s assistance or collaborative planning will further the goals of the County’s LCP.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the City and the County further recognize that it will be efficient to have a single master agreement for all such projects within the City, and to provide for that agreement to be modified over time as Projects are added or modified and as cooperative opportunities and implementation efficiencies may change.

WHEREAS, the City and the County therefore desire to enter into this Agreement for the purpose of defining the responsibilities of the Parties for projects to be identified through this Agreement.

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the implementation and maintenance of various natural resources-related projects and ecological services located on City-owned property, as more fully described herein.

**ARTICLE 2
TERM**

This Agreement shall be effective as of the date of the signatures of the Parties (the “Effective Date”) and shall remain in effect until terminated by the Parties pursuant to Article 9 of this Agreement or unless termination is required by operation of law or by decision of a court of competent jurisdiction.

**ARTICLE 3
NATURAL RESOURCES PROJECT COLLABORATION**

- 3.1 Natural Resources Project Management. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the County or its agents or contractors will provide restoration services for Projects as may be identified on Exhibit 1 and any addendum to Exhibit 1 (the “Restoration Projects” or “Projects”). The Restoration Projects will be completed according to an individual Natural Resources Management Plan to be established for each Restoration Project (the “Restoration Project NRMP”). A copy of the Restoration Project NRMP will be maintained on file with the County and will be summarized on a Restoration Project Work Plan included on Exhibit 1 and any addendum to Exhibit 1. (Exhibit 1 and its addenda (e.g. 1a, 1b, 1c) are collectively referred to herein as “Exhibit 1”.) Unless otherwise specified on Exhibit 1, the County will lead the Restoration Project and shall be responsible for soliciting bids and awarding contracts for the Restoration Project. To the extent a Restoration Project includes stormwater management or other work relating to or affecting City infrastructure, the County will not begin such work until engineering plans for that portion of the Restoration Project (if any) have been approved by the City Engineer.
- 3.2 County Financial Contribution Maximum. Unless otherwise specified in an Exhibit, the County’s financial obligation for the costs of the Restoration Project shall not exceed 85% of the total Project costs (the “County Maximum Contribution”). In addition to the City funding obligation identified on Section 4.1, the City shall be responsible for all Restoration

Project costs exceeding the County Maximum Contribution, subject to the City's approval of such costs as provided for in this Agreement. The total Restoration Project costs shall be determined based on the County's solicitation method for the Restoration Project and any approved contract change orders or amendments during the Restoration Project.

- 3.3 Notice to City Prior to Award of Contract and Approval of Change Orders. If the County is leading the Restoration Project, the County will notify the City of the amount of the selected bid. The City shall thereafter notify the County as to whether the City approves the Restoration Project or whether it wishes to terminate the Restoration Project based on the amount of the bid. Such notice will be provided promptly, within fourteen (14) days of receipt by the city of the bid notification, to allow the County to award or reject the bid. If the City accepts the lowest responsive bid amount and approves proceeding with the Restoration Project, or does not respond within a reasonable time as requested by the County, the County shall award the contract and the Parties shall be responsible for paying the contractor as provided for in this Agreement and the applicable Exhibit for the Restoration Project. Following the contract award, the County will obtain the City's consent, which consent shall not be unreasonably withheld, prior to approving any requested change order or contract amendment that increases the City's share of the Restoration Project costs. The City acknowledges and agrees that the County may terminate or reduce the scope of the Restoration Project at any time if the City does not approve a change order or contract amendment and such change order or amendment would require the County to incur costs exceeding the County Maximum Contribution.
- 3.4 City Funding Obligation. Unless the City rejects a bid amount for a Restoration Project pursuant to Section 3.3 of this Agreement, the City shall reimburse the County for Restoration Project costs in excess of the County Maximum Contribution, unless a different City contribution amount is identified on the applicable Exhibit for the Restoration Project, which amount may be \$0. The County will administer the contract for the Restoration Project and will make all required payments to the contractor. Following payments to the contractor, the County will submit an invoice to the City for reimbursement of the City's proportionate share of the contractor payments. The City shall reimburse the County for its share of the payments within 35 days of receipt of the invoice.
- 3.5 License for Restoration Project Activities. The City shall be responsible for designating appropriate locations within the Restoration Project area for access, staging activities, and any necessary equipment or materials storage relating to the Project. The City grants a license for the County and its employees, agents, and contractors to conduct the Projects within the areas shown on the applicable Restoration Project Exhibit and other City property and City right-of-way to the extent necessary to complete the Project pursuant to this Agreement. The License shall remain in effect for as long as necessary for the County to reasonably undertake and complete its obligations or designated activities as identified in this

Agreement or on any Exhibit.

- 3.6 Restoration Project Support. The City, or its agents or contractors, will provide support where needed in the field and working as the communication link as necessary, to the extent a Restoration Project may affect activities on City property. The City will also provide oversight and approval of engineering plans (if any) for Project activities that may affect City infrastructure.
- 3.7 Acknowledgment. When Restoration Project funding partners are identified on a Project Exhibit, the City shall appropriately acknowledge the assistance provided by the County and the designated funding partners, such as the State of Minnesota through the Outdoor Heritage Fund, in any promotional materials, signage, publications, notices, and presentations concerning the Project. Additional acknowledgements, such as posting signs acknowledging a funding partner, may be required if identified as part of the Restoration Project Exhibit. The County will provide any required signage, language, graphics, etc. to the City.
- 3.8 City Responsibility for Maintenance of Native Vegetation. Following completion of a Restoration Project, the Parties will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area as identified on the Restoration Project Exhibit. If no maintenance obligations are identified on an applicable Exhibit, the City shall be responsible for ongoing maintenance of areas that are not located within a County easement so long as the City continues to own the Restoration Project property. Unless otherwise identified on an Exhibit, such maintenance shall maintain the integrity of the native plantings, but will be performed according to a maintenance schedule to be determined by the City. Specific maintenance responsibilities may be identified on the applicable Project Exhibit. The City will permit the County to inspect the Project area annually (if requested) at a time convenient for the Parties and shall consult with the County as necessary to ensure that the native restoration is maintained consistent with the Project NRMP.

ARTICLE 4 ECOLOGICAL SERVICES COLLABORATION

The Dakota County Parks Director may allocate staff hours to provide technical assistance for natural resources-related projects or programs to the City, such as grant writing, planning assistance, plant and species identification, and similar technical services (“the Ecological Services” or “Services”). The allocation of County resources for such Services will be in the County’s sole discretion and depend on the Dakota County Parks Director’s determination that the allocation of staff time is consistent with County interests and related to the County’s LCP, and resources are available. Nothing in this Agreement shall be construed as a guarantee that the City will receive Ecological Services from the County.

ARTICLE 5 PROJECT IDENTIFICATION

- 5.1 Initial Projects. The Parties have identified the following Projects to be completed pursuant to this Agreement, as identified on Exhibit 1:
- (a) CCCC – Salem Hills Park and Harmon Preservation Area Restoration (Exhibit 1A);
 - (b) CCCC – Seidl’s Lake Park Restoration (Exhibit 1B);
 - (c) Mississippi River Greenway: Ernster Park (Exhibit 1C); and
 - (d) Mississippi River Greenway: Heritage Village Park and Rock Island Swing Bridge Park (Exhibit 1D).
- 5.2 Future Projects. The parties will confer periodically at their convenience to consider additional Restoration Projects or similar projects within the City. The City may also, at its convenience, submit requests for Projects and Ecological Services pursuant to the County’s guidelines and criteria. Any additional Projects agreed to by the Parties shall be governed by and incorporated into this Agreement through a written amendment to the Agreement and the applicable Exhibit(s). Any such amendment shall be considered a material amendment under Section 6.3 of this Agreement.

ARTICLE 6
AMENDMENTS

- 6.1 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties.
- 6.2 Administrative Amendments. The Authorized Representatives may make non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. Any such modification or amendment shall not be effective until incorporated as a written amendment to this Agreement pursuant to section 6.1. Minor modifications of the Restoration Project areas and tasks identified on Exhibits 1 and 2 made for the convenience of the Parties shall be considered non-material amendments, provided that the Parties’ Authorized Representatives determine that such modifications do not significantly impact the Party’s approved budget for its obligations under this Agreement. Nothing in this Section 6.2 requires a Party to process an amendment administratively if, in the Party’s sole discretion, the Party determines that a proposed amendment should be reviewed by its governing body.
- 6.3 Material Amendments. Any material changes to this Agreement, including but not limited to the addition or removal of any Restoration Project identified in the Exhibits or the modification of a Restoration Project or Project obligations that, in the view of an individual Party, significantly impact that Party’s budget for the Project, shall require authorization and approval by the Parties’ respective governing bodies.

ARTICLE 7
LIABILITY

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 7 shall survive the expiration or termination of this Agreement.

**ARTICLE 8
AUTHORIZED REPRESENTATIVES AND LIAISONS**

8.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

To the County:
Niki Geisler
Parks Director

To the City:
Adam Lares
Parks and Recreation Director

8.2 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City within the applicable Project Exhibit. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

**ARTICLE 9
TERMINATION**

9.1 Termination without Cause. This Agreement may be terminated without cause, by either Party upon (60) calendar days' written notice of intent to terminate. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred or obligated pursuant to this Agreement prior to the notification.

- 9.2 Termination for Cause. This Agreement may be terminated for cause following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching Party has provided the other Party with notice of material breach and a reasonable opportunity to cure. The actions giving rise to a material breach shall be limited to the failure by the Parties to undertake their respective obligations under Articles 3, 4, and 5.
- 9.3 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement or any individual Project shown in an Exhibit immediately in the event the terminating Party determines that sufficient funds from City, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred pursuant to this Agreement prior to the notification.

ARTICLE 10 GENERAL PROVISIONS

- 10.1 Cooperation. The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner. The Parties further agree to cooperate in the administration of contracts and completion of the Project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the Project and following completion of the Project. The City and County Authorized Representatives, or successors, will be responsible for resolving issues and conflicts. If the Authorized Representatives are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Manager and City Administrator. If the County Manager and City Administrator are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Board and City Council
- 10.2 Public Communications and Information. The City will be responsible for public education for safe use of City property and communicating information to the public and other key stakeholders regarding Project activities located on City property or otherwise affecting City infrastructure.
- 10.3 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties or as constituting the County or the City as the employee of the other entity for any purpose or in any manner whatsoever.
- 10.4 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local

laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

- 10.5 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two business days after the date of mailing.
- 10.6 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.
- 10.7 Minnesota Law Governs. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 10.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature, and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- 10.9 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 10.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.
- 10.11 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

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

DAKOTA COUNTY

By: _____
Georg T. Fischer, Director
Physical Development Division

Date: _____

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

Date: _____

By: _____
Rebecca Kiernan, City Clerk

Date: _____

Dakota County Contract #
County Board Res. No.

EXHIBIT 1
Projects

Exhibit 1A: CCCC – Salem Hills Park and Harmon Preservation Area Restoration

Exhibit 1B: CCCC – Seidl's Lake Park

Exhibit 1C: Mississippi River Greenway: Ernster Park

Exhibit 1D: Mississippi River Greenway: Heritage Village Park

Exhibit 1E: Mississippi River Greenway: Rock Island Swing Bridge Parks

EXHIBIT 1A

Project Title: CCCC – Salem Hills Park and Harmon Preservation Area Restoration

Conduct natural resources restoration at Salem Hills Park and Harmon Preservation Area, following recommendations of 2025 Natural Resources Management Plan (NRMP).

I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer.
- b. Reconstruct native plant communities such as oak savanna and oak woodland.
- c. Enhance habitat through seeding, planting, and adaptive management.

II. **Liaisons.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

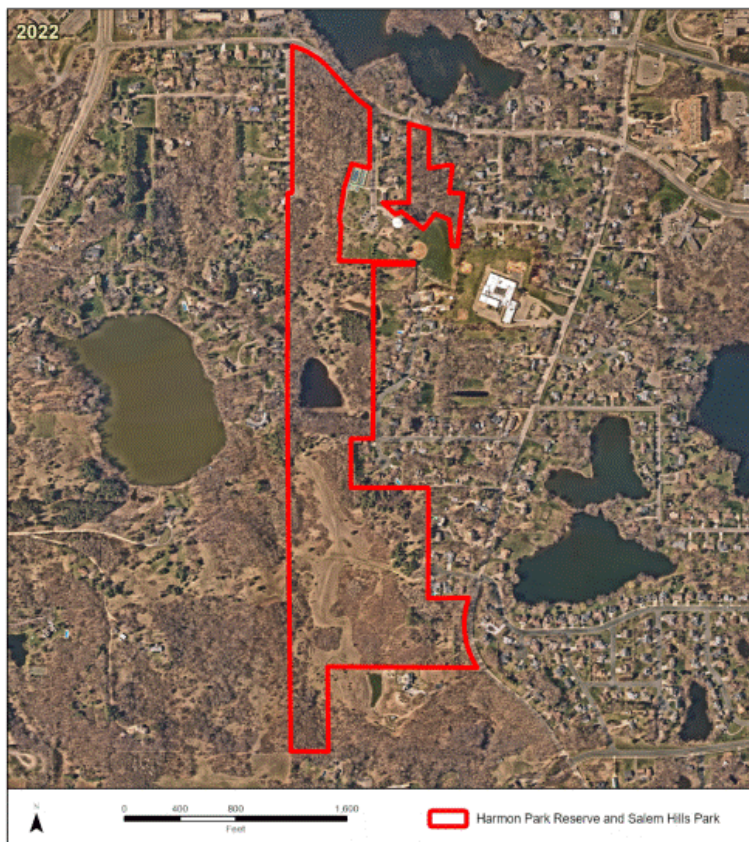
County Liaison:

Christian Klatt
Natural Resource Specialist
Telephone: (952) 891-7947
Email: christian.klatt@co.dakota.mn.us

City Liaison:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: bswoboda@ighmn.gov

Figure 1 – Map of Project Location



III. Funding Details

- a. Source: The project will be completed using a combination of grants and in-kind/cash match from the City and County. Projected costs are based on best estimates and will be solidified after solicitations are received. See Table 1 for details on estimated costs and funding sources.
- b. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed 85% of the total Project costs (the "County Maximum Contribution"). In addition to the City funding obligation identified below (III.c.), the City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement. The total Project costs shall be determined based on results of a competitive bidding process, the value of actual in-kind labor contributed toward the project by the City, and any approved contract change orders or amendments during the Project.
- c. City Funding and In-Kind Obligation: The City has agreed to provide in-kind match to equal or exceed 15% of the total Project costs. Match-qualifying activities are detailed in Table 1. Reports documenting in-kind match contributions will be submitted to the County on a quarterly basis.
- d. Requirements associated with the grant funds. The City shall display, where practicable, a sign with the Outdoor Heritage Fund logo on any land restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials. When practicable, the City shall also prominently display the legacy logo on its parks and recreation home page on its website, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page established and maintained by the County that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the City will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area outside of any County easement areas. Maintenance will be an ongoing obligation of the City, as long as the City continues to own the Project property, and will be performed according to a maintenance schedule to be determined by the City. The County shall be responsible for annual maintenance in all County easement areas for as long as the easement exists. The City will permit the County to inspect the Project area annually (if requested) at a time convenient for the Parties and shall

consult with the County as necessary to ensure that the native restoration is maintained consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

City in-kind labor completed	Winter 2025-26
Request for Proposals Released	Winter 2025-26
Contract Execution	Winter 2025-26
Contract End Date	June 30, 2027

VI. Work Plan

The following Project Task Table (Table 1) is a recommendation of Phase I activities prioritized by the NRMP due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Phase I Restoration Work Plan – Project Task Table (28.5 ac)

Year	Season	Units	Activity	Acres	Funding Source
2024-25	Fall/Winter	1A, 2A, 2B	Forestry mow shrubs and small trees	14.7	City (in-kind, \$45,906)
2025	Summer	1A, 2A, 2B	Cut and stump treat invasive shrubs	168 CCMI crew hours	City (in-kind, \$5,208)
2025	Fall	1A, 2A, 2B	Goat browse shrub resprouts	14.7	City (in-kind, \$X,XXX)
2025-26	Fall/Winter	1A, 2A, 2B, 5, 12A, 12B, 12C	Invasive tree removal: Fell hazard green ash trees infected with EAB. Cut Siberian elm and amur maple / treat stumps / burn piles.	28.5	Hazard Ash Tree Removal by City (in-kind, \$15,000) Remainder of tree removal by County-managed contract
2025-26	Winter	2B, 5, 12A, 12B, 12C	Forestry mow shrubs and small trees. Cut and stump treat invasive shrubs on steep slopes. Pile and burn woody debris in winter	13.8	County-managed contract
2026	Spring	1A, 2A, 2B, 5, 12A, 12B, 12C	Hand-broadcast native grass seed mix.	28.5	County-managed contract

			Treat herbaceous invasive plants such as garlic mustard.		
2026	Fall	1A, 2A, 2B, 5, 12A, 12B, 12C	Spot herbicide treatment of resprouted/new germinant buckthorn and honeysuckle.	28.5	County-managed contract
2027	Spring	1A, 2A, 2B, 5, 12A, 12B, 12C	Treat herbaceous invasive plants such as garlic mustard.	28.5	County-managed contract
2027	Spring	2A, 2B	Rx Fire. Alternate: broadcast spray cool season grasses with herbicide.	6.2	County-managed contract
2027	Spring	2A, 2B	Broadcast seed or snow seed native savanna mix.	6.2	County-managed contract
2027	Spring	1A, 2A, 2B, 5, 12A, 12B, 12C	Plant native plugs, trees and shrubs	28.5	County-managed contract

EXHIBIT 1B

Project Title: CCCC – Seidl’s Lake Park

Conduct natural resources restoration at the portion of Seidl’s Lake Park Located in the City following recommendations of 2025 Natural Resources Management Plan (NRMP).

I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer
- b. Reconstruct native plant communities such as Mesic Hardwood Forest
- c. Enhance habitat through seeding, planting, and adaptive management.

II. **Liaisons.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison’s successor is appointed.

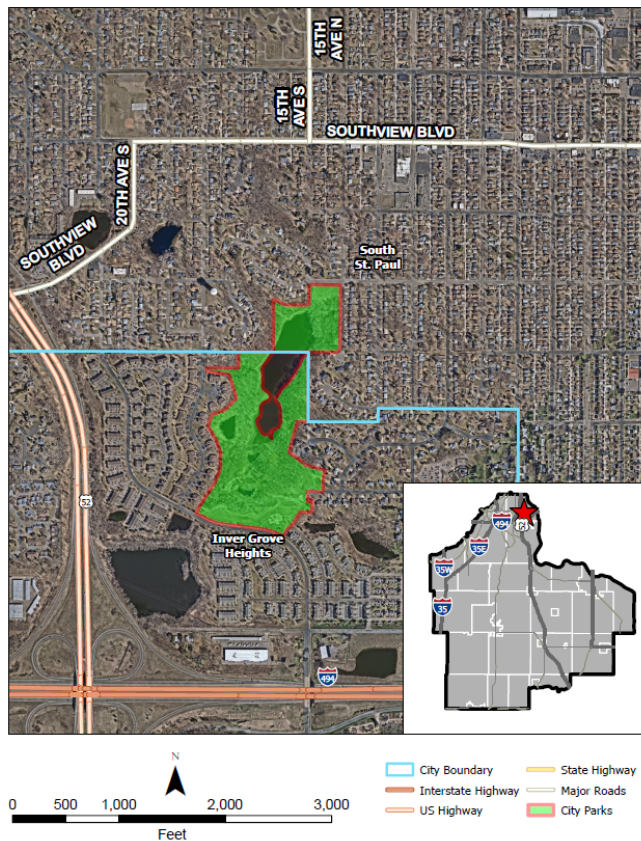
County Liaison:

Christian Klatt
Natural Resource Specialist
Telephone: (952) 891-7947
Email: christian.klatt@co.dakota.mn.us

City Liaison:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: bswoboda@ighmn.gov

Figure 1 – Map of Project Location



III. Funding Details

- a. Source: The estimated project costs will be funded by a combination of grants and in-kind/cash match from the City and County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- b. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed 85% of the total Project costs (the "County Maximum Contribution"). In addition to the City funding obligation identified below (III.c.), the City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement. The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.
- c. City Funding and In-Kind Obligation: The City has agreed to provide in-kind match to equal or exceed 15% of the total Project value. Match-qualifying activities are detailed in Table 1. Reports documenting in-kind match contributions will be submitted to the County on a quarterly basis.
- d. Requirements associated with the grant funds. The City shall display, where practicable, a sign with the Outdoor Heritage Fund logo on any land restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials. When practicable, the City shall also prominently display the legacy logo on its parks and recreation home page on its website, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page established and maintained by the County that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the City will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area outside of any County easement areas. Maintenance will be an ongoing obligation of the City, as long as the City continues to own the Project property, and will be performed according to a maintenance schedule to be determined by the City. The County shall be responsible for annual maintenance in all County easement areas for as long as the easement exists. The City will permit the County to inspect the Project area annually (if requested) at a time convenient for the Parties and shall consult with the County as necessary to ensure that the native restoration is maintained consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

City in-kind labor completed	Winter 2023-24
Request for Proposals Released	Winter 2025-26
Contract Execution	Winter 2025-26
Contract End Date	June 30, 2027

VI. Work Plan

The following Project Task Table (Table 1) is a recommendation of Phase I activities prioritized by the NRMP due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Phase I Restoration Work Plan – Project Task Table (19.4 ac)

Year	Season	Units	Activity	Acres
2023-24	Fall/Winter	1S, 4S, 6, 9, 10, 11	Forestry mow shrubs and small trees	6.0
2025	Spring	1S, 4S, 6, 9, 10, 11	Garlic mustard spot spraying	6.0
2025	Fall	4S, 10, 11	Foliar treatment of invasive shrub resprouts	9.6
2025-26	Fall/Winter	1S, 5, 7, 9, 12	Brush saw, stump treat OR forestry mow invasive trees and shrubs. Pile and burn.	7.4
2025-26	Fall/Winter	4S, 11	Erosion Control: position cut woody material across slopes/ravines, install mats/strips where needed	3.0
2026	Spring/Summer	1S, 2, 4S, 6, 7, 8, 9, 10, 12	Herbaceous weed control (mow, spot treat, Unit 7 prep spray)	7.7
2026	Fall	7	Rx Burn	0.7
2026	Fall	All Units	Seeding, plug ad shrub planting	12.8
2027	Spring/Summer	All Units	Herbaceous weed control (mow, spot treat)	19.4
Total Restoration Area				19.4

EXHIBIT 1C

Project Title: Mississippi River Greenway: Ernster Park

Conduct natural resources restoration at Ernster Park following recommendations of 2025 Natural Resources Management Plan (NRMP).

I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer
- b. Reconstruct native plant communities such as mesic hardwood forest and mesic prairie
- c. Enhance habitat and stabilize slopes through seeding, planting, and adaptive management.

II. **Liaisons.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:

Karen Solas
Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

City Liaison:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: bswoboda@ighmn.gov

Figure 1 – Map of Project Location



III. Funding Details

- a. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- b. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed \$75,000 (the "County Maximum Contribution"). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.
- c. City Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement.
- d. Requirements associated with the grant funds. The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2025-26
Contract Execution	Winter 2025-26
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Table (Table 1) are a recommendation of Phase I activities prioritized by the NRMP due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Phase I Restoration Work Plan – Project Task Table (2 ac)

Year	Season	Units	Activity	Acres
2026	Winter	Oak forest	Cut, treat, pile, burn buckthorn across 1/3 of site	2
2026	Winter	Oak forest	Cut, treat, chip, haul EAB-infected ash, Siberian elm, black locust	.5
2027, 28	Spring	Oak forest	Garlic mustard spot spraying, once annually for 2 years	2
2027	Fall	Oak forest	Woody invasive follow-up	2
2027	Fall	Oak forest	Enhanced graminoid seeding	2
Total Restoration Area				2

EXHIBIT 1D

Project Title: Mississippi River Greenway: Heritage Village Park

Conduct natural resources restoration at Heritage Village Park following recommendations of 2025 Natural Resources Management Plans (NRMP).

I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer
- b. Reconstruct native plant communities such as mesic prairie, dry prairie, mesic hardwood forest, and terrace forest
- c. Enhance habitat through seeding, planting, and adaptive management

II. Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:

Karen Solas
Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

City Liaison:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: bswoboda@ighmn.gov

Figure 1 – Map of Project Location – Heritage Village Park



III. Funding Details

- a. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- b. County Funding Obligation: The County’s financial obligation for the costs of the Project shall not exceed \$75,000 (the “County Maximum Contribution”). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.
- c. City Funding and In-Kind Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City’s review of such costs as provided for in this Agreement.

- d. Requirements associated with the grant funds: The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2025-26
Contract Execution	Winter 2025-26
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Tables (Tables 1 and 2) are a recommendation of Phase I activities prioritized by the NRMPs due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Heritage Village Phase I Grassland and Small Wet Basins Restoration Work Plan (29 ac)

Year	Timing	Activity.	Acres
1	Early Spring	Conduct prescribed burn A. Burn unit A: 1, 4(W), 9, 10, 12.	23.10
1	Spring	Post burn, spread diverse forb-rich seed mix.	0.90
1	Late Spring	Mow annual/biennial weeds to 4-5" height (common ragweed, horseweed) (reed canary grass in unit 1).	4.75

1	Early Summer	Scout and treat crown vetch, birds-foot trefoil and Canada thistle in early summer prior to flowering. Spray miscanthus in unit 10 and leafy spurge and poison hemlock in unit 6, 4, and 10. Assumes 1/4 of unit area.	8.00
1	Summer	Hand-pull spotted knapweed	0.90
1	Summer	Spot treat purple loosestrife. Hand dig yellow iris (single plant) in unit 10. Scattered populations.	1.90
1	Mid Summer	Mow/weed whip to the ground re-growth of creeping miscanthus.	1.00
1	Late Summer-early Fall	Scout unit and treat creeping miscanthus when new growth is 12" tall, by spraying all green tissue.	1.00
1	Early Sept.	Weed whip reed canary grass	1.00
1	Late Sept.	Scout and spot treat reed canary grass in late September. Assumes cover on 1/2 of area.	3.50
1	Fall	Foliar spray common buckthorn. Assumes cover on 1/2 of unit area.	10.50
1	Fall	Clip and bag any seedheads of creeping miscanthus. Potential Volunteer Task.	1.00
1	Fall	Spot treat weedy species, especially spotted knapweed, leafy spurge, and poison hemlock.	1.00
2	Early Winter	Cut and treat common buckthorn.	0.25
2	Late spring	Weed whip reed canary grass twice before early June targeting boot stage (1.2 acres). Weed whip annual/biennial weeds to 4-5" height (common ragweed, horseweed) in Unit 6 (berm) (2.5 acres).	4.50
2	Early Summer	Spot spray herbaceous invasives in mowed weedy areas of Units 6, 7, 10, 12. Treat crown vetch, birds-foot trefoil and Canada thistle in 1, 4, 7, 11, 12. Assumes cover on half of area.	7.20
2	Early summer	Mow/weed whip leafy spurge and poison hemlock (highly toxic) - patch of each. Mow/ weed whip miscanthus in unit 10.	0.10
2	Summer	Hand pull spotted knapweed (esp. 2nd yr plants to limit seed spread, and as many rosettes as possible).	0.90
2	Summer	Scout and spot treat purple loosestrife. Treat creeping miscanthus in unit 10.	4.40
2	Mid Summer	Mow/weed whip creeping miscanthus to the ground.	1.00
2	Sept.	Spray leafy spurge and poison hemlock. Treat creeping miscanthus in unit 10.	0.10
2	Summer to Early Fall	Scout and foliar spray Siberian elm low shrubs. Assumes half of unit area.	10.00
2	Early Sept.	Weed whip reed canary grass once in early September targeting boot stage or when seed head has swollen in leaf sheath but not yet emerged. In wet basin.	1.00
2	Late Sept.	Spot spray reed canary grass in late September.	1.00
2	Late Sept.	Spot spray common buckthorn resprouts/new germinants with aquatic formulation of glyphosate or triclopyr.	0.50
2	Fall	Spot treatment of spotted knapweed first-year rosettes. Patch along E edge of 4E; few scattered in other small units.	0.90
2	Fall	Clip and bag any seedheads of creeping miscanthus. Potential Volunteer Task.	1.00
3	Winter	Snow-seeding of collected (or purchased) native grass seed into areas of effective invasive control done in yrs 1 and 2. Possible volunteer event. (Acreage: Unit 1W (0.5 ac), 4W (7.0 ac) 10 (0.2 ac), 12 (1.0 ac).	8.90
3	Early Spring	Conduct prescribed burn of Burn Unit B.	11.40

3	Early Spring	Broadcast diverse, forb-rich seed mix after invasives treatment and ideally after prescribed fire.	11.20
3	Late Spring	Mow newly seeded areas once in late spring to 4-5" height.	3.10
3	Spring	Weed whip reed canary grass twice before early June targeting boot stage or when seed head has swollen in leaf sheath but not yet emerged. In wet basin.	1.50
3	Early summer	Mow/weed whip leafy spurge and poison hemlock (highly toxic) - patch of each. Mow/ weed whip miscanthus in unit 10.	0.25
3	Early Summer	If needed, treat crown vetch, birds-foot trefoil and Canada thistle prior to flowering. Assumes presence on 1/3 of unit area.	8.00
3	Summer	Scout and spot treat purple loosestrife and other weedy species. Treat creeping miscanthus in unit 10.	4.00
3	Mid-Summer	Mow newly seeded areas once in mid-summer to 4-5" height.	2.80
3	June	Spray leafy spurge and poison hemlock. Small populations in each unit.	0.10
3	Mid Summer	Mow/weed whip regrowth of creeping miscanthus to the ground.	1.00
3	Late Summer-early Fall	Scout unit and treat creeping miscanthus when new growth is 12" tall.	1.00
3	Summer to Early Fall	Scout and foliar spray Siberian elm low shrubs. Assumes presence on 1/2 of unit	10.50
3	Early Sept.	Weed whip reed canary grass once in early September.	1.00
3	Late Sept.	Spot spray reed canary grass in late September.	1.00
3	Late Sept.	Spot spray common buckthorn and Siberian elm resprouts/new germinants. Assumes presence on 1/2 of unit.	5.00
4	Spring	Spray leafy spurge and poison hemlock.	0.10
4	Early summer	Mow/weed whip creeping miscanthus to the ground. 2 visits: 1 early summer, 1 mid-summer.	2.00
4	Summer	Scout and treat creeping miscanthus when new growth is 12" tall. 2 treatments, 1 after each mowing.	2.00
5	Early Spring	Conduct prescribed burn on Units 1B, 1W, 4W, 9, 10, 12.	23.10
5	Early Spring	Seed units after burn. Seed cover for half of unit area.	8.50
5	Early Spring	Scout and treat non-native species including creeping miscanthus.	1.00
5	Early Summer	Establishment mow twice during the growing season, timing to prevent weed seed.	13.00
5	Spring	Spray leafy spurge and poison hemlock	0.10
5	Mid-summer	Mow to ground creeping miscanthus re-growth after burn	1.00
5	Early fall	Spray remaining leafy spurge and poison hemlock plants in early fall.	0.20
5	Late summer-early Fall	Treat miscanthus.	1.00
5	Late Fall	Broadcast native grass mix in treatment areas.	1.00

Table 2 – Heritage Village Phase 1: Riverine Natural Communities (6 ac)

Year	Timing	Activity	Acres
1	Fall	Foliar treat common buckthorn.	0.50
1	Fall/ winter	Cut and stump treat non-native woody shrubs/trees including common buckthorn and black locust.	2.00
2	Spring	Broadcast seed of graminoid mix (MNL buckthorn replacement mix)	0.50
2	Early fall	Foliar treat non-native woody species including common buckthorn and black locust.	2.00
3	Early fall	Foliar treat non-native woody species including common buckthorn and black locust.	2.00
4	March - through season	Release of Galerucella biocontrol beetles in purple loosestrife population, if available. Potential Volunteer Project.	0.20

EXHIBIT 1E

Project Title: Mississippi River Greenway: Rock Island Swing Bridge Parks

Conduct natural resources restoration at Heritage Village and Rock Island Swing Bridge Parks following recommendations of 2025 Natural Resources Management Plans (NRMP).

I. Restoration Project Objectives

- a. Remove woody invasive species and trees impacted by emerald ash borer
- b. Reconstruct native plant communities such as mesic prairie, dry prairie, mesic hardwood forest, and terrace forest
- c. Enhance habitat through seeding, planting, and adaptive management

II. **Liaisons.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:

Karen Solas
Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

City Liaison:

Brian Swoboda
Parks Superintendent
Telephone: (651) 450-2582
Email: bswoboda@ighmn.gov

Figure 1 – Map of Project Location – Rock Island Swing Bridge Park



III. Funding Details

- a. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.
- b. County Funding Obligation: The County’s financial obligation for the costs of the Project shall not exceed \$75,000 (the “County Maximum Contribution”). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.
- c. City Funding and In-Kind Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City’s review of such costs as provided for in this Agreement.
- d. Requirements associated with the grant funds. The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.
- b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2025-26
Contract Execution	Winter 2025-26
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Table (Table 1) are a recommendation of Phase I activities prioritized by the NRMPs due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Rock Island Swing Bridge Phase 1 (18 acres)

Year	Season	Unit	Activity	Acres (or unit)
1	Fall	1	Foliar spray non-native woody species. Assumes cover on 1/4 of unit	0.1
1	Fall	1	Cut and treat larger non-native woody species. Haul cut brush and pile in unit 6. Assumes cover on 1/4 of unit. Reserve some cut material for task #5.	0.1
1	Summer	1	Weed-whip non-native herbaceous species including crown vetch. Assumes cover on 1/2 of unit.	0.2
1	Summer	1	Spot spray non-native herbaceous weeds including crown vetch. Assumes cover on 1/2 of unit.	0.2
1	Fall	1	Install erosion control bars mid-slope utilizing cut buckthorn material. Stagger bars- approximately ten 10' bars to install. Use wooden stakes to secure in place.	10 bars
2	Spring	1	Broadcast MNL Buckthorn Replacement mix.	0.2
2	Fall	1	Spot spray invasive woody resprouts/new germinants.	0.1
3	Fall	1	Plant gray dogwood, smooth sumac, red osier dogwood on slope. (60 total)	60 shrubs
3	Fall	1	Optional: Along upper edge between paved trail and slope, plant native graminoid plugs. Follow-up watering (x3). Potential volunteer opportunity.	200 plugs
1	Summer	2	Spot spray or hand dig few purple loosestrife.	0.05
1	Late Summer / Early Fall	2	Spot mow Canada goldenrod to 12" before seed set to decrease competition with other native species.	0.3
2	Early spring	2	Prescribed burn, in combination with other units.	0.3
2	Early spring	2	Broadcast seed BWSR Stormwater Basin mix following the burn.	0.2
2	Late Summer / Early Fall	2	Spot mow Canada goldenrod to 12" before seed set to decrease competition with other native species.	0.3
3	Summer	2	Scout and spot treat invasives, if needed.	0.3
4	Summer	2	Scout and spot treat invasives, if needed.	0.3
1	Spring	3B	Cut or weed-whip vegetation (avoiding native prairie herbaceous spp. e.g. bergamot) to 8-10" height twice through the growing season to increase available fuel. (2x)	0.6

1	Spring	3B	Scout and foliar spray common buckthorn saplings and seedlings.	0.3
1	Summer	3A, 3B	Scout and weed-whip non-native herbaceous species including crown vetch.	0.6
1	Summer	3A, 3B	Scout and spot spray non-native herbaceous weeds including crown vetch and birds foot trefoil.	0.6
2	Early Spring	3B	Prescribed burn, anywhere fire will carry. In combination with other units.	0.3
2	Early Spring	3B	Post-burn, broadcast dry-mesic prairie mix.	0.1
2	Spring	3B	Establishment mow to a height of 6-8" . (2x)	0.6
2	Summer	3A, 3B	Scout and weed-whip non-native herbaceous species including crown vetch.	0.6
2	Summer	3A, 3B	Scout and spot spray non-native herbaceous weeds including crown vetch and birds foot trefoil.	0.6
3	Fall	3A	Spread part-sun seed mix (BWSR 36-211) in treated and open areas.	0.1
3	Fall	3A	Option: Plant mix of native forbs and grass seedlings. Follow-up watering (x3)	250 plugs
3	Fall	3B	Plant patches of a mix of native aggressive forb and grass seedlings along upper edge of the slope and along the slope as feasible. Follow up watering (x3)	500 plugs
4	Summer	3B	Scout and spot treat invasive species, if needed.	0.3
5	Early Spring	3B	Prescribed burn, anywhere fire will carry	0.3
5	Early Spring	3B	Post-burn, broadcast aggressive forb and grass seed mix in burned areas.	0.3
1	Fall	4	Cut and stump treat woody invasives, remove or stack brush to burn in winter (in Unit 6). Assumes 3/4 of unit.	0.6
2	Early Spring	4	Prescribed burn - anywhere fire will carry	0.6
2	Early Spring	4	Post-burn, broadcast MNL buckthorn replacement mix.	0.7
2	Fall	4	Spot spray invasive woody resprouts/new germinants.	0.6
3	Fall	4	Plant patches of a mix of native aggressive forb and grass seedlings along upper edge of the slope and along the slope as feasible. Follow up watering (x3)	500 plugs
5	Early Spring	4	Prescribed burn, anywhere fire will carry	0.6
5	Early Spring	4	Post-burn, broadcast aggressive forb and grass seed mix in burned areas.	0.3
1	Fall/Winter	5	Cut and stump treat woody invasives. Look out for scattered black locust. Haul or stack brush to burn in winter. Assumes 1/3 of unit.	0.3
1	Fall/Winter	5	Remove dying/dead green ash.	0.3
2	Early Spring	5	Prescribed burn - anywhere fire will carry	1.0
2	Early Spring	5	Post-burn, spread BWSR 36-212 Woodland Edge S&W.	0.5

2	Spring	5	Spot spray invasive woody resprouts/new germinants. Assumes 1/3 of unit.	0.3
2	Spring	5	Broadcast seed in woody removal areas, with MNL Buckthorn Replacement mix.	0.3
3	Summer	5	Scout and spot treat invasive species, if needed.	1.0
4	Summer	5	Scout and spot treat invasive species, if needed.	1.0
5	Early Spring	5	Prescribed burn.	1.0
5	Early Spring	5	Post-burn, spread BWSR 36-212 Woodland Edge S&W.	0.5
1	Summer	6	Scout and weed-whip non-native herbaceous species including crown vetch.	2.2
1	Summer	6	Scout and spot spray non-native herbaceous weeds including crown vetch and birds foot trefoil.	2.2
1	Fall/Winter	6	Use forestry mower to remove common buckthorn shrubs and sapling growth.	2.2
1	Mid-Winter	6	Burn any brush piles (hauled from Units 4, 5).	2.2
2	Early Spring	6	Prescribed burn - anywhere fire will carry	2.2
2	Early Spring	6	Post-burn, broadcast seed MNL Buckthorn Replacement mix in buckthorn removal areas	1.0
2	Early Spring	6	Post-burn, in select areas with established native grass cover, broadcast BWSR Mesic Prairie 34-642 mix.	0.5
2	Spring	6	Foliar spray non-native woody species. Assumes cover on 1/2 of unit	1.1
2	Summer	6	Scout and weed-whip non-native herbaceous species including crown vetch.	2.2
2	Summer	6	Scout and spot spray non-native herbaceous weeds including crown vetch and birds foot trefoil.	2.2
3	Summer	6	Scout and spot treat invasive species, if needed.	2.2
4	Summer	6	Scout and spot treat invasive species, if needed.	2.2
5	Early Spring	6	Prescribed burn.	2.2
5	Early Spring	6	Post-burn, in select areas with established native grass cover, broadcast BWSR Mesic Prairie 34-642 mix (see unit description).	0.5
1	Early Winter 2	7	Use forestry mower to remove common buckthorn saplings.	0.9
2	Spring	7	Seed with MNL Buckthorn Replacement Mix.	0.9
2	Spring	7	Scout and treat non-native species.	0.9
2	Fall	7	Foliar spray non-native woody species.	0.9
3	Fall	7	Foliar spray non-native woody species.	0.9
4	Fall	7	Plant 50 native shrubs and trees, as needed. Water (3x).	50 shrubs
1	Summer	8	Scout and spot treat purple loosestrife N of Swing Bridge.	0.1
1	Fall/Winter	8	Cut and treat common buckthorn S of Swing Bridge.	0.1

EXHIBIT 2
Funding

2A: CCCC – Salem Hills Park and Harmon Preservation Area Restoration

2B: CCCC – Seidl's Lake Park

2C: Mississippi River Greenway: Ernster Park

2D: Mississippi River Greenway: Heritage Village

2E: Mississippi River Greenway - Rock Island Swing Bridge Park

EXHIBIT 2A

Table 1 – Funding Sources for Harmon Park Preserve and Salem Hills Park Restoration Phase

<u>Funding Source</u>	<u>Amount</u>	<u>Cost Share</u>
Maximum Outdoor Heritage Fund State Grant (cash)	\$200,000	
Maximum County Match OHF (cash)	\$20,000	
Future Grant + Match Funding	\$206,000	
Subtotal: County Contribution	\$406,000	85%
Minimum City (in-kind)	\$60,900	15%
Total project value	\$466,900	

EXHIBIT 2B

Table 1 – Funding Sources for Seidl’s Lake Park Restoration Phase I

<u>Funding Source</u>	<u>Amount</u>	<u>Cost Share</u>
Maximum Outdoor Heritage Fund State Grant (cash)	\$117,050	
Maximum County (cash)	\$11,705	
Future Grant + Match Funding		
Subtotal: County Contribution	\$128,755	85%
Minimum City (in-kind)	\$22,723	15%
Total project value	\$151,478	

EXHIBIT 2C

Table 1 – Funding Sources for Ernster Park Restoration Phase I

<u>Funding Source</u>	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	\$11,570
NRMP estimated project value	\$11,570
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$75,000

EXHIBIT 2D

Table 1 – Funding Sources for Heritage Village Park Restoration Phase I

<u>Funding Source</u>	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	\$52,690
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant (cash)	\$77,160
NRMP estimated project value	\$129,850
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$75,000

EXHIBIT 2E

Table 1 – Funding Sources for Rock Island Swing Bridge Park Restoration Phase I

<u>Funding Source</u>	<u>Amount</u>
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	\$25,240
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant (cash)	\$32,935
NRMP estimated project value	\$133,175
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	\$75,000



Request for Council Action

SUBJECT: **Approve the Scope of Work and Costs to Complete Due Diligence Items for the Purchase Agreement with Ace in the Hole.**

MEETING DATE: January 26, 2026

ITEM TYPE: Consent Agenda

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

ACTION REQUESTED

The City Council is asked to approve a motion to the authorize the scope of work with Loucks Inc. to complete the due diligence items tied to the purchase agreement with Ace in the Hole at a cost of \$63,300.

BACKGROUND

The Minnesota Hockey Hall of Fame (“MNHOF”) announced on December 17, 2025 the City of Inver Grove Heights (“City”) as its future home. Specifically, the development proposes a roughly 120,000-square-foot facility including the Hall of Fame with interactive exhibits and themed exhibit wings highlighting the history of hockey in Minnesota, a performance and events venue, ballrooms and meeting spaces, new restaurant(s) and retail, and a new ice arena. The identified location is a roughly 40-acre site at the northwest intersection of Argenta Boulevard and 65th Street (“Subject Property”) and adjacent to Interstate 494 and just east of Viking Lakes and Minnesota Vikings training complex.

Prior to the MNHOF announcement, the City Council approved a purchase agreement on December 8, 2025 with the private landowner to acquire the land necessary to support the MNHOF development.

Purchase Agreement Due Diligence

Due diligence items assumed in the purchase agreement grants the City access to the Subject Property to complete the following:

- formal survey work (ALTA and topography)
- tree inventories
- soil borings and geotechnical analysis
- environmental or other site analysis that may be required.

The landowner agreed to update and file an extension to the current wetland delineation and report. At this time, City staff do not anticipate the need for further environmental study beyond the recently updated Alternative Areawide Urban Review (“AUAR”).

Based on the scope of work, Loucks proposed the following costs. Loucks will complete all survey work (ALTA and topography) and tree inventory work, and will sub-contract with Braun Intertec to complete the Phase 1 ESA and soil borings and geotechnical analysis. The reduction in cost from estimates previously presented to the City Council (\$87,500) is due to past soil boring work taken from the Subject Property.

Due Diligence Work Items	
Surveys	\$27,000
Tree Inventory	\$5,500
Phase 1 Environmental Site Assessment	\$3,800
Soil Borings & Geotechnical Analysis	\$27,000
Total Cost	\$63,300

FISCAL IMPACT

The project cost \$63,300 will be paid for by the EDA Fund.

RECOMMENDATION

City staff recommend proceeding with the proposal as presented.

ATTACHMENTS

1. Proposal_Due Diligence - Purchase Agreement - MNHHOF-IGH



January 15, 2026

Jason Ziemer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MM 55077
Email: jziemer@ighmn.gov

**RE: Due Diligence Services for MN Hockey Hall of Fame
65th Street W
Inver Grove Heights, Minnesota 55077
Loucks Proposal No. P250574.00**

Dear Mr. Ziemer:

Thank you for your interest in a proposal for due diligence services for the MN Hockey Hall of Fame Project. These services will provide valuable site information and guide the design team to specific features present on the site for site improvements. We understand that the nature of the services is to prepare an updated ALTA/NSPS Land Title Survey with topography, a Tree Inventory Survey, soil borings and a Phase 1 Environmental Report. We have based this proposal on a request from you.

Loucks considers this document a contract for the work described below. We will begin our work on receipt of this signed document. Therefore, if there are any items that do not meet your needs, please let us know and we will make the necessary adjustments before we begin.

A. SCOPE OF SERVICES

We propose to provide the following surveying services:

1. ALTA/NSPS Land Title Survey

From a title commitment and zoning letter provided to us by you, we will perform a survey that will meet the February 23, 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1 – 4, 6(a), 7(a), 8, 9, and 11(a) of Table A thereof.

This survey will include, but will not be limited to, the following items:

- a. Perimeter boundary of the property involved.
- b. Evidence of found and placed monuments.
- c. Abutting rights of ways and evidence of access to public ways.
- d. Lines of possession and improvements along the boundary lines.
- e. Location of visible surface features, such as buildings, drives, utilities, tree lines and fences.
- f. Square footage of the total property

- g. Portrayal of underground utilities on the site based upon a Gopher State One Call request, and mapping provided by utility operators or you.
- h. Easements per recorded documents provided to us and listed in the title commitment.

Note: In regard to the Table A, Item 6(a) listed in the paragraph above, the information required to be provided in a zoning letter, to be obtained from the city, is the following: current zoning classification; setback requirements; building height and floor space area restrictions; and parking requirements.

In regard to the Table A, Item 11: utilities will be shown based on observed evidence, plans that are obtained from an 811 map request from utility companies, the City, and the owner, as well as on the ground markings based on an 811 utility locate request. The client should be aware that it is not unforeseen that the 811 locate request will be ignored or not performed in the required timeframe (4.5 days) and the surveyor may not be able to obtain some of the utility plans. Loucks can only aid in identifying the approximate location of underground utilities due to the occasional absence of complete and accurate plans. Loucks does not warrant, nor does it guarantee that utilities will be discovered or located at the location marked on the survey. In any event, lacking excavation, the underground utility information shown on the survey will be approximate and sometimes incomplete. If that is deemed unacceptable, the site may need to be excavated, and additional fees will apply. The client agrees that it shall have no claim against Loucks and further agrees to defend, indemnify, and hold Loucks harmless from and against any and all such liability, loss, cost or damages due to utility locations.

2. Topographic Survey

We will perform a topographic survey of the property and approximately 25 feet surrounding, including:

- a. One-foot contours of the site.
- b. Spot elevations on significant structures and features.
- c. Location and elevation of tops of castings and inverts of observable sanitary and storm sewer appurtenances, i.e. manholes, catch basins, flared ends, OCS's. See Figure 1 for survey limits.

3. Tree Inventory Survey

We will perform a tree survey, including:

- a. Location, size, species and condition of significant trees and tree lines of groups of trees within subject property.

4. Geotechnical Report w/ Soil Borings and a Phase 1 Environmental Report

Loucks will engage Braun Intertec, a Geotechnical Consultant, to obtain the soil borings and prepare a Phase 1 Environmental Report.

- a. The soil borings will characterize subsurface conditions at selected locations. The report will make recommendations for the design and construction of the project. See Figure 2 for proposed boring locations.
- b. The Phase 1 Environmental Site Assessment (ESA) will explore if past or current land uses have resulted in a recognized environmental condition (REC) that may affect the project.

B. TIMING

We will commence the surveying services, the tree survey, and the soil borings upon your authorization to proceed. We anticipate completing the survey within 6 weeks of notice to proceed. We will need to receive the title commitment and zoning letter 5 days prior to completion date to maintain this schedule. We anticipate a 6-week time frame for the Geotechnical work as well.

C. COMPENSATION

Compensation for those items described in the Scope of Services above will be for the following amount:

<u>Activity</u>	<u>Fee</u>
1 & 2. ALTA/NSPS Land Title Survey w/Topography	\$27,000
3. Tree Inventory Survey	\$5,500
4. Geotechnical Report w/ Soil Borings	\$27,000
4. Phase 1 Environmental Report	<u>\$3,800</u>
	Total Fee
	\$63,300

- a. A pdf of the survey will be provided to you. Prints are available upon request.
- b. The fees noted above are based on the assumption that snow and ice have been cleared off hardcover surfaces (i.e. parking lots, sidewalks, curbs) on the site. Should this not be the case, additional services will apply. Loucks will make recommendations on how to remedy; e.g., perform the necessary tasks based on standard hourly rates or engage with a snow removal company. The client will be consulted prior to proceeding with additional services.

In consideration of the billing terms and the prompt service provided by our subconsultants, 3rd party suppliers, and vendors, we will issue an invoice to you for respective services upon receipt of Notice to Proceed or the signed proposal. Payment on this invoice is due upon receipt.

- c. Reimbursable expenses such as mileage and delivery service will be billed above and beyond the lump sum or unit prices quoted above.
- d. Invoices will be sent once a month based on the percentage of work completed and/or additional services performed through the date of billing. Payments on invoices are due upon receipt. Account balances over 30 days will be charged a late charge of 1.1% per month.

D. CLOSURE

Loucks appreciates the opportunity to present this proposal to you. It is either being provided via email, for you to sign and return via email, or it is being mailed in duplicate in order that, if acceptable to you, one copy can be kept for your records and one copy can be signed and returned to us as written authorization to proceed.

The client will be responsible for notifying the owner of the subject property and adjoining property owners of the field survey schedule. Loucks will inform the client of when the survey crew will be on site.

Only the services listed above in the Scope of Services are included in this proposal. If additional services are required, they shall be provided in accordance with the attached hourly rate fee schedule.

Attached to this proposal are Loucks' General Conditions and Hourly Rate Fee Schedule, which are part of this agreement. By signing this contract, you agree that they have been read, understood and accepted.

We would appreciate the opportunity to personally discuss this proposal/contract with you at your earliest convenience.

This proposal is valid for a period of 30 days from the date of this proposal.

Sincerely,

LOUCKS



Jeffrey A. Shopek, P.E.
Principal Civil Engineer

Authorization to Proceed:

By: _____
City of Inver Grove Heights, MN

Date: _____

Loucks is an Equal Opportunity Employer

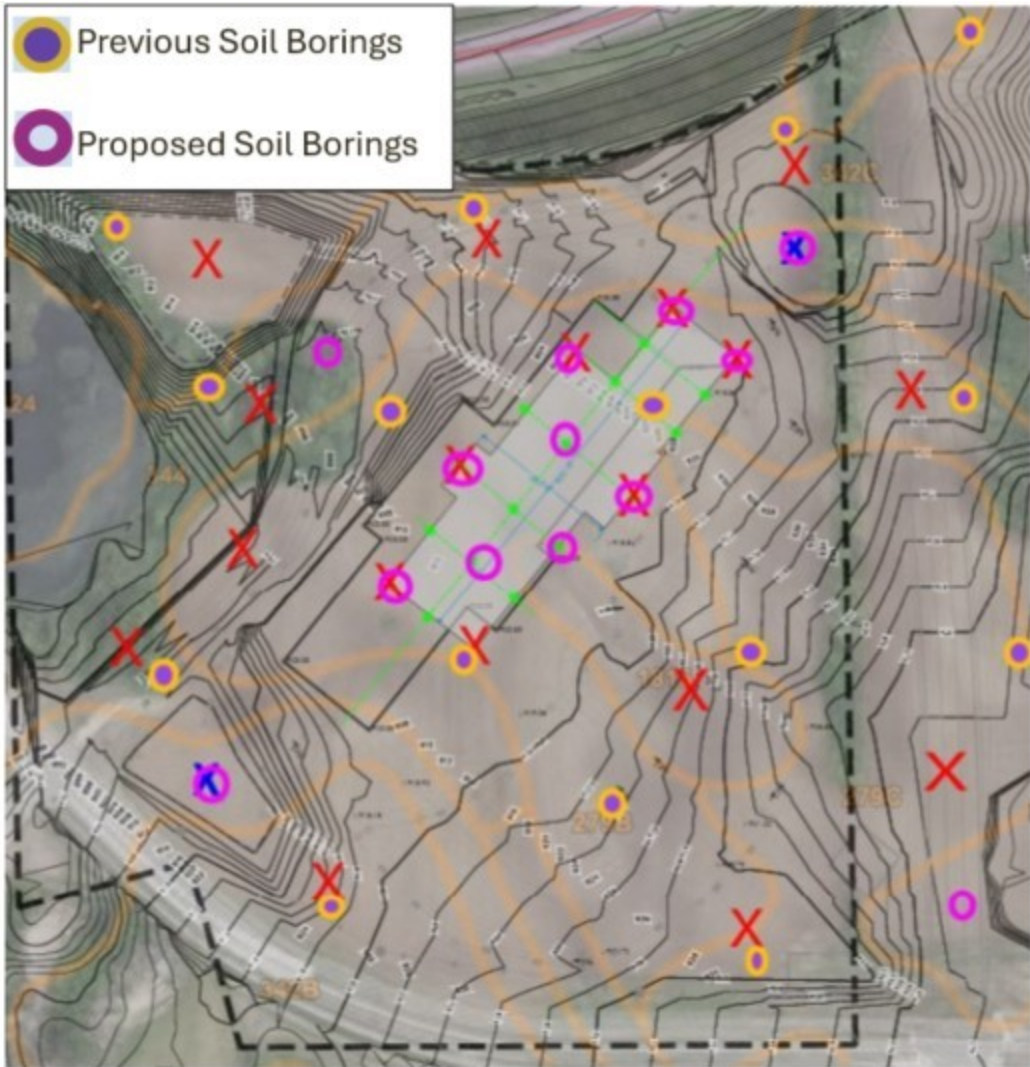


Figure 2. Proposed Boring Locations

HOURLY RATE FEE SCHEDULE

Effective January 1, 2026



Services performed on an hourly basis will be invoiced based on actual hours worked in accordance with the following itemized staffing descriptions. Reimbursable external expenses including, but not limited to, sub-consultants, duplication, messenger service, travel, postage and expendable field supplies will be billed to the client at the actual rate, plus 10%.

DISCIPLINE	JOB CLASSIFICATION	HOURLY RATE
Landscape Architecture	Principal Landscape Architect	254
	Associate Landscape Architect	230
	Senior Landscape Architect.....	223
	Landscape Architect.....	191
	Landscape Designer	167
Engineering	Principal Engineer.....	278
	Associate Engineer.....	250
	Senior Project Engineer.....	238
	Project Engineer Manager.....	222
	Engineer In Training (EIT)	192
	Senior Engineering Technician.....	180
	Engineering Technician	148
	Senior Construction Representative	204
Construction Representative.....	175	
Surveying	Principal Surveyor.....	267
	Associate Surveyor	241
	Project Surveyor	206
	Land Surveyor in Training.....	175
	Construction Survey Specialist	185
	Senior Survey Technician.....	182
	Survey Technician	146
	Survey Crew Chief.....	181
	Survey Field Technician	138
	Two Person Survey Crew*	319
One Person Survey Crew*.....	225	
Scanning	3D Imaging Crew Chief with Scanner	345
	3D Imaging Technician.....	197
Graphics	Graphic Designer.....	191
Administration	Administration Assistance (Clerical)	135
	*For Projects Requiring Certified Health & Safety Training Add Per Employee	79
Reimbursable Expenses	Mileage	\$0.80 per mile

GENERAL CONDITIONS



1.0 CLIENT RESPONSIBILITY

- 1.1. The CLIENT shall provide or make available all existing data that could possibly have a bearing on the decisions or recommendations made by Loucks including:
 - 1.1.1. The CLIENT shall provide a copy of an Abstract or Title commitment for the parcel within seven (7) days of agreement date.
 - 1.1.2. The CLIENT shall provide a copy of all staff reports, meeting minutes and pertinent correspondence as they become available. This information shall be furnished as expeditiously as necessary for the orderly progress of Loucks services and of the work.
 - 1.1.3. The CLIENT shall provide, as requested, information regarding requirements for the Project that shall set forth the CLIENT's design objectives, constraints and criteria, including building area, building types and site requirements.
 - 1.1.4. The CLIENT shall examine the documents prepared by Loucks and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Loucks services.
 - 1.1.5. The CLIENT shall furnish reports and professional recommendations and other services of soil engineers or other consultants when such services are deemed necessary by Loucks. Consultants hired by the CLIENT shall carry liability, errors and omission and other pertinent insurance. The services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, etc.
 - 1.1.6. Loucks shall receive copies of all soil borings, compaction tests and reports.
- 1.2. If the CLIENT observes or otherwise becomes aware of any fault or defect in the Project or non conformance with the Construction Documents, prompt written notice thereof shall be given by the CLIENT to Loucks.
- 1.3. The CLIENT shall provide for Loucks right to enter from time-to-time property owned by the CLIENT and/or others in order for Loucks to fulfill the Scope of Services indicated herein. The CLIENT understands that use of equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

2.0 PAYMENT TO LOUCKS

- 2.1. Invoices will be submitted to the CLIENT from time to time, generally monthly but no more frequently than every two weeks and shall be due and payable within thirty (30) calendar days of the invoice date.
- 2.2. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify Loucks in writing within thirty (30) calendar days of the invoice date, identify the cause of disagreement and pay when due that portion of the invoice, if any, not in dispute. The CLIENT forfeits his objection by failure to respond within thirty (30) days. Loucks and CLIENT shall strive to resolve disputed amounts within 45 days. If the dispute cannot be resolved, either party has the right to suspend or terminate this agreement.
- 2.3. The CLIENT shall pay an additional carrying charge of one (1.0) percent of the invoice amount per month for any payment received by Loucks more than thirty (30) calendar days from the date of the invoice, excepting any portions of the invoice amount in dispute and resolved in favor of the CLIENT.
 - 2.3.1. Payment thereafter shall first be applied to the carrying charges and then to the principal unpaid amount.
 - 2.3.2. Application of the additional carrying charge indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on Loucks part to finance the CLIENT's operation, and no such willingness should be inferred.
- 2.4. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.
- 2.5. If the CLIENT fails to pay undisputed invoiced amounts within sixty (60) calendar days of the date of the invoice, Loucks may at any time, without waiving any other claims against the CLIENT and without thereby incurring any liability to the CLIENT, suspend or terminate this agreement.

2.6. (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

2.7. In the event that litigation is required to collect undisputed invoiced amounts, Loucks shall be reimbursed by the CLIENT for Loucks legal costs in addition to whatever other judgment or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses, as well as the value of time spent by Loucks in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories and so on. The value of time spent and the expenses incurred shall be based on Loucks prevailing fee schedule and expense reimbursement policy relative to the recovery of direct project costs. The same considerations apply to the prevailing party, either the CLIENT or Loucks, when litigation or arbitration is needed to resolve properly noticed disputed invoiced amounts.

3.0 ADDITIONAL SERVICES AND/OR EXCLUDED SERVICES

3.1. Unless specifically included in the Scope of Services, the following services are not included in this agreement. They shall be provided if agreed to in writing by the CLIENT and Loucks. In general, tasks not specified within the Scope of Services will be prepared in accordance with the prevailing hourly fee schedule.

3.2. Revisions to plans that are requested by the CLIENT, the CLIENT's architect or representative or required by the city, its consultants, watershed, county surveyor, DNR, Corps of Engineers, or other regulatory agency if it is not clearly demonstrated that the cause for change is an error or omission on Loucks behalf.

3.3. The CLIENT shall also pay all Reimbursable Charges and other costs directly attributable to termination or suspension for which Loucks is not otherwise compensated.

3.4. If the services covered by the Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of Loucks, the amount of compensation shall be equitably adjusted using the prevailing hourly fee schedule.

3.5. If the CLIENT requests a task be completed in a time frame which requires Loucks employees to work beyond 8 hours per working day (Monday through Friday), and it is solely based on the CLIENT's request and not Loucks integral workload, Loucks may negotiate additional compensation for fast tracking a specific task.

3.6. In that it would be unfair for Loucks to be exposed to liability for his or her failure to perform a service the CLIENT has instructed Loucks not to perform, due to the CLIENT's preference or desire to obtain such service from another source, the CLIENT hereby waives any claim against LOUCKS and agrees to defend, indemnify and hold LOUCKS harmless from any claim or liability for injury or loss allegedly arising from Loucks failure to perform a service the CLIENT has instructed Loucks to not perform. The CLIENT further agrees to compensate Loucks for any time spent or expenses incurred by Loucks in defense of any such claim, in accordance with Loucks prevailing fee schedule and expense reimbursement policy.

3.7. The CLIENT has relied on Loucks judgment in establishing the work scope and fee for this project, given the project's nature and risks. The CLIENT shall therefore rely on Loucks judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to Loucks. Should Loucks call for contract re negotiation, Loucks shall identify the changed conditions which in Loucks judgment makes such re negotiation necessary, and Loucks and the CLIENT shall promptly and in good faith enter into re negotiation of this agreement to help permit Loucks to continue to meet the CLIENT's needs. If re negotiated terms cannot be agreed to, the CLIENT agrees that Loucks has an absolute right to terminate this AGREEMENT.

4.0 REIMBURSABLE EXPENSES

4.1. In addition to the Compensation for Basic and Additional Services, the following Reimbursable Charges are due to Loucks from the CLIENT, for reasonable charges incurred or established by Loucks in the interest of the Project:

4.2. Transportation in connection with the Project, out-of-town travel, long-distance communications, blueprints, reproductions, copies, deliveries performed by Loucks or outside delivery services, and fees paid for securing approval by authorities having jurisdiction over the Project.

4.3. The plat check fee and the cost of the plat mylars are reimbursable expenses to be paid by the CLIENT.

5.0 OPINION OF PROBABLE CONSTRUCTION COSTS

5.1. If contained in the Scope of Services or if requested as an additional service, Loucks shall submit to the CLIENT an opinion of the probable cost required to construct work recommended, designed, or specified by Loucks. Loucks is not a construction cost estimator or construction contractor, nor should Loucks rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service that a construction cost estimator or construction contractor would provide. Loucks opinion will be based solely upon his or her own experience with construction. This requires Loucks to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professions engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the CONTRACTOR will employ; CONTRACTOR's techniques in determining prices and market conditions at the time, and other factors over which Loucks has no control. Given the assumptions that must be made, Loucks cannot guarantee the accuracy of his or her opinions of cost, and – in recognition of that fact – the CLIENT waives any claim against Loucks relative to the accuracy of Loucks opinion of probable construction cost.

6.0 CONSTRUCTION MANAGEMENT, OBSERVATION AND TESTING

6.1. Loucks shall render Construction Document interpretations necessary for the proper execution or progress of those portions of the Work designed by Loucks with reasonable promptness.

6.2. Loucks will provide periodic observation of grading, utility and street construction activities as specified in under the SCOPE OF SERVICES.

6.3. Loucks will verify field measured quantities for payment to the construction contractor as specified under the SCOPE OF SERVICES.

7.0 SHOP DRAWING REVIEW

7.1. Loucks shall timely review and take appropriate action upon the construction contractor's submittals of Shop Drawings, Products Data and Samples. Such action shall be taken with reasonable promptness to insure job progress. Loucks review of a specific item shall not pass design responsibility for that item to Loucks when the design aspects are the responsibility of other designers. Instead this review would be to verify conformance of that specific item as a component within an entire assembly.

8.0 CONSTRUCTION STAKING

8.1. Loucks shall be notified at least two (2) working days prior to the time that the construction stakes are required. No additional compensation shall be allowed for any claims of crews being held up because of lack of line and grade stakes. If Loucks survey crew arrives at the site to perform construction staking at a specified date and time as requested, but the scheduled work cannot be performed due to circumstances beyond Loucks control, the waiting and/or travel time will be considered additional services.

8.2. After any part of the staking has been completed, the CLIENT and/or contractor shall be responsible for the proper execution of the work such lines and grades and all stakes or other marks given shall be protected and preserved until the work is completed and checked. Restaking shall be considered as an additional service, less it is to correct an error in the original staking.

8.3. The CLIENT and/or contractor shall assist Loucks in staking utility lines by exposing potentially conflicting utility lines for determination of line elevation and location.

8.4. If Loucks is not retained to perform construction observation, the client or his representative shall review the construction staking and/or cut sheets for general conformity to the plans and immediately report any obvious discrepancies to Loucks. If work is performed after knowing a possible staking error exists, it will be at the sole responsibility of the CLIENT or Contractor.

8.5. The cost of resetting lost irons will be invoiced to the CLIENT at Loucks' standard hourly rates.

8.6. Loucks shall be held harmless by the CLIENT for any losses resulting from houses that are staked by other surveyors prior to installation of lot corners.

9.0 JOB SAFETY

- 9.1. Insofar as job site safety is concerned, Loucks is responsible for his or her own and his or her employee's activities on the jobsite, but this shall not be construed to relieve the CLIENT or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Loucks nor the presence of Loucks or his or her employees and subcontractors, shall be construed to imply Loucks has any responsibility for methods of work performance, superintendent, sequencing of construction, or safety in, on or about the job site. The CLIENT agrees that the Construction Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the Construction Contractor. The CLIENT also warrants that Loucks shall be made an additional insured under the Construction Contractor's general liability insurance policy.

10.0 RECORD DRAWINGS

- 10.1. Upon completion of the work, Loucks shall compile for and deliver to the CLIENT, a complete set of record documents using information furnished to Loucks by the construction contractor and as measured by the field representatives. This set of documents shall consist of the original plan sheets altered by striking our original elevation or distance and writing the record information.
- 10.2. In that the record drawings are based partially on information provided by others, Loucks cannot and does not warrant their accuracy beyond that which Loucks is directly responsible.
- 10.3. A reproducible set of the record drawings will be provided for the City's use and the originals retained in Loucks files for future use.

11.0 STANDARD OF PRACTICE

- 11.1. Services performed by Loucks under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report opinion, document or otherwise.

12.0 TERMINATION OF AGREEMENT AND/OR SUSPENSION OF WORK

- 12.1. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 12.2. This Agreement may be terminated by the CLIENT upon at least seven days written notice to Loucks in the event that the project is permanently abandoned.
- 12.3. The CLIENT may instruct Loucks to temporarily stop work on the project by giving written notice.
- 12.4. The CLIENT shall pay all costs associated with the suspension or termination of work, including demobilization, modifying schedules, reassigning personnel, etc.

13.0 MISCELLANEOUS PROVISIONS

- 13.1. This Agreement shall be governed by Minnesota Law.
- 13.2. The CLIENT and Loucks waive all rights against each other and against Loucks, agents and employees of the other for damages during construction covered by any property insurance. The CLIENT and Loucks each shall require appropriate similar waivers from their contractors, consultants and agents. Where any property insurance policy requires an endorsement to permit waiver of subrogation, the CLIENT shall obtain such endorsement.
- 13.3. Loucks shall remain the owners of all plans, designs and papers related to the above referenced project. In the event of any nonpayment of invoices, Loucks shall be under no obligation to deliver any such plans, designs or other papers to you, and shall have no liability to you for its retention of such plans unless full and prompt payment is made.

14.0 INDEMNIFICATION

- 14.1. The CLIENT shall indemnify and hold harmless Loucks, from claims resulting from the performance of the work; provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (even to Work itself) including loss of use or resulting therefrom, and (b) is caused in whole

or in part by a negligent act or omission of the CLIENT, anyone directly or indirectly employed by him, or anyone for whose acts he may be liable. Such obligation shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

14.2. Loucks shall indemnify and hold harmless Client, from claims resulting from the Work performed provided that any such claim, damage, loss or expense is caused in whole or in part by a negligent act or omission of Loucks.

15.0 ASSIGNMENT

15.1. The CLIENT and Loucks, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CLIENT nor Loucks shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

16.0 EXTENT OF AGREEMENT

16.1. This Agreement comprises a final and complete repository of understanding between the CLIENT and Loucks. It supersedes all prior or contemporaneous communications representations or agreements whether oral or written, relating to the subject matter of this agreement. Each party has advised the other to read this document thoroughly before accepting it, to help assure it accurately conveys meaning and intents. Acceptance of this agreement as provided for below signifies that each party has read the documents thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. The CLIENT and CONSULTANT agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

16.2. Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified at the end of this agreement.

17.0 AFFIRMATIVE ACTION

17.1. Loucks certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.074.



Request for Council Action

SUBJECT: **Approve an Amendment to the Fiscal Year 2025 Host Community Grant Application with the Minnesota Department of Employment and Economic Development.**

MEETING DATE: January 26, 2026

ITEM TYPE: Consent Agenda

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

ACTION REQUESTED

The City Council is asked to consider a resolution approving a request to amend its Fiscal Year 2025 Host Community grant application with the Minnesota Department of Employment and Economic Development (DEED).

BACKGROUND

The Minnesota Department of Employment and Economic Development (“DEED”) awarded the City of Inver Grove Heights (“City”) a \$415,625 grant to support the construction of municipal utilities related to a proposed industrial redevelopment project on Dickman Trail. The funding was a State Fiscal Year 2025 (“FY25”) appropriations; the funds must be used be encumbered by May 30, 2026 and spent by June 30, 2026.

The developer pursuing the Dickman Trail industrial project opted to no longer pursue the development, resulting in the cancellation of the purchase agreement between the City and developer for land owned by the Economic Development Authority (“EDA”). With that project not moving forward, the City is in jeopardy of losing those grant funds entirely.

At the January 5, 2026 City Council worksession, the Community Development Director reviewed the option of amending the FY25 grant application and agreement, moving the funds to the Minnesota Hockey Hall of Fame (“MNHOF”) project and using those funds to complete initial design and engineering work for the identified site and public improvements. At the worksession, it was presented the City could complete up to 70% plan design work for the MNHOF project, providing both the City and developer with much needed information and allow the project to continue taking steps forward. Recognizing the grant would not fund 100% of a 70% plan approach, an option could be to scale back the work – such as up to 50% plan design – to better match cost with the available grant funds and minimize any other immediate out-of-pocket expense. It is uncertain what the scope of work and cost would be for an up to 50% plan design.

As discussed at the worksession, the Council would authorize an amendment to the FY25 Host Community grant application, requesting DEED approve moving the funds to the MNHOF project and use those funds for up to 50% civil plan design work of the related site and public improvements.

The Council is not authorizing that actual design work to move forward; a proposal would be brought to a future meeting for Council consideration. City staff will need to visit with potential engineering firms to determine whether they can deliver the work on the timeline needed.

The Community Development Director met with DEED staff as to this request and the FY26 Host Community grant application, recently submitted to DEED, and also FY27 grant funding. DEED staff supported the use of the funds for this project and also encouraged an amendment to the FY26 grant application to move those requested funds to this same project.

The amended FY25 Host Community grant application is still being drafted and will be submitted in conjunction with this approved resolution.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the resolution supporting the amendment to the FY25 Host Community grant application.

ATTACHMENTS

1. Resolution_Amend FY25 DEED HCEP Grant Application_01-26-2026

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. 26-_____**

**RESOLUTION AUTHORIZING THE SUBMITTAL OF AN AMENDED FISCAL YEAR 2025
APPLICATION FOR HOST COMMUNITY ECONOMIC DEVELOPMENT
GRANT FUNDING PREVIOUSLY AWARDED BY THE
MINNESOTA DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT**

WHEREAS, the City of Inver Grove Heights (“City”) is a Host Community under Minnesota Statute §116J.548 (“Statute”) and, as a Host Community, may apply annually to the Minnesota Department of Employment and Economic Development (“DEED”) for funding through the Host Community Economic Development Program (“HCEP”); and,

WHEREAS, DEED previously awarded Fiscal Year 2025 (“FY25”) HCEP grant funds to the City, supporting the construction of municipal utilities supporting a proposed industrial redevelopment project on publicly- and privately-owned land adjacent to Dickman Trail (“Dickman Project”); and,

WHEREAS, the developer of the industrial redevelopment project opted not to proceed with the development, and the agreement between the developer and City was terminated in December 2025; and,

WHEREAS, the City was identified as the home of the future Minnesota Hockey Hall of Fame (“MNHOF”) and has reached agreement to purchase 46.43 acres of land for the MNHOF development from a private landowner; and,

WHEREAS, Statute further identifies eligible Capital Cost expenditures of an Eligible Project as the public acquisition of lands and buildings and other public capital improvements, including pre-design, design, engineering and other similar activities; and,

WHEREAS, design and engineering are authorized HCEP expenditures, and completing that work in the current FY25 HCEP grant funding timeline is critical to support the MNHOF project and planned public and site improvements, including utility and road construction, the City requests an amendment to its FY25 HCEP grant funding application, authorizing the expenditure of FY25 HCEP grant funding by the City to complete up to 50% design and engineering plans for site and public improvements related to the MNHOF project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA that the City of Inver Grove Heights, acting as the legal sponsor for capital projects referenced in the amended Fiscal Year 2025 Host Community Grant Program application, requests DEED’s approval of the amended grant application for the MNHOF project, allowing the expenditure of said grant funds on design and engineering work for up to 50% plan design to be completed on or before June 30, 2026.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has not violated any Federal,

State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its amended application by DEED and the State, the City of Inver Grove Heights may enter into an amended grant agreement with the State of Minnesota for the above referenced project, and that the City of Inver Grove Heights certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the City Clerk are hereby authorized to execute such grant contract amendments as are necessary to implement the project on behalf of the applicant, the city of Inver Grove Heights.

Adopted by the City Council of the City of Inver Grove Heights on January 26, 2026.

Ayes:

Nays:

CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich

Its: Mayor

ATTEST

By: _____

Rebecca Kiernan

Its: City Clerk



Request for Council Action

SUBJECT: **Variance from Minimum Accessory Structure Setback Standards for 8313 Delaney Circle**

MEETING DATE: January 26, 2026
ITEM TYPE: Regular Business
CONTACT: Benjamin Schneider, Senior Planner, 651-450-2569

ACTION REQUESTED

The City Council is asked to consider a request for a variance from the minimum side yard setback for an accessory structure that exceeds 1,000 square feet in the E1, Estate Zoning District. The applicant is requesting a setback of 31 feet where 50 feet is required.

BACKGROUND

The applicant resides at 8313 Delaney Circle. The property includes a single-family home with an attached garage and an accessory storage structure that is 896 square feet. The applicant has requested the above-described variance to expand the accessory storage structure. Initially, the property owner also requested a variance from the maximum accessory structure size of 1,600 square feet to allow for a 1,792 square-foot outbuilding. Based on the Planning Commission voting to recommend denial, the applicant has withdrawn this additional variance request. This report will therefore focus on the setback variance request.

There is a power line easement that runs along the rear of the property, extending over 120 feet into the back half of the lot. Most of the house is within the easement boundary, as well as a portion of the accessory structure. The proposed expansion would further encroach into this easement. The applicant has received written permission from Xcel Energy for this proposed encroachment if the City were to approve the variance request.

Like the subject property, all abutting properties are zoned E-1, Estate and guided RDR, Rural Density Residential.

Evaluating the Variance Request

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

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

Staff analysis: The E1 Zoning District requires a 10-foot side yard setback for primary structures and a 50-foot side yard setback for accessory structures that are over 1,000 square feet. The intent therefore is to have larger accessory structures at least 60 feet away from neighboring homes. In this case, the expansion of the accessory structure as proposed would still be over 90 feet away from the neighboring home to the south. **This criterion is met.**

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

Staff analysis: The use of an accessory storage building is reasonable in the E-1 Zoning District. **This criterion is met**

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

Staff analysis: In general, applicants should demonstrate that there are no code-compliant alternatives to satisfy this criterion. The attached narrative cites the power lines as a reason for not expanding the garage, but there are other potential alternatives. To avoid the variance, the property owner could expand the accessory structure northward or southward. The narrative explains that such alternatives are not desirable due to tree removal. Staff does not consider the potential tree removal to be a practical difficulty. **This criterion is not met.**

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

Staff analysis: Based on aerial imagery, most properties in the neighborhood have accessory structures that comply with the setback requirements. **This criterion is not met.**

5. The request does not rely on economic conditions alone.

Staff analysis: The request does not appear to be driven solely on economic considerations. **This criterion is met.**

Planning Commission and Revised Application

The Planning Commission held a public hearing for this request at their January 6, 2026, meeting. There were 2 neighbors who spoke in favor of the variance request at the meeting. The Planning Commission believed the potential tree removal resulting from the alternatives identified by staff was significant enough to be considered a practical difficulty. The Planning Commission voted 8-0 to recommend approval of the variance.

At this meeting, the applicant requested an additional variance to exceed the maximum size of the accessory building. The City Code maximum is 1,600 square feet and the Applicant requested a variance to allow for a 1,792 square-foot structure. Staff recommended denial of this request, citing no practical difficulty with conforming to the size requirement. The Planning Commission agreed and voted 8-0 to recommend denial of this request.

Following the Planning Commission meeting, the applicant withdrew their request for the size variance. They have indicated that they will update the plans to meet the size requirements at the time of building permit.

FISCAL IMPACT

N/A

RECOMMENDATION

City staff recommend denial of the variance request given that it does not satisfy all the criteria noted in this report. The Planning Commission recommends approval of the variance request.

There are two resolutions attached to this report: one for approving the variance and one for denying the variance. The Council is asked to adopt one of these resolutions consistent with its preference.

ATTACHMENTS

1. Variance Resolution-Approval
2. Variance Resolution-Denial
3. Applicant Narrative
4. Zoning Map
5. Building Plans
6. Xcel Energy Permission

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

RESOLUTION NO. 2026-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW AN ACCESSORY STRUCTURE
ADDITION 31 FEET FROM THE SIDE PROPERTY LINE WHEREAS 50 FEET IS REQUIRED
AT 8313 DELANEY CIRCLE**

WHEREAS, Brian Bischoff (“Applicant”) has requested a Variance from City Code Section 10-15-18E, which requires a 50-foot setback for any accessory structure that exceeds 1,000 square feet in the E1, Estate Zoning District; and,

WHEREAS, the Subject Property, legally described in Exhibit A, is zoned E-1, Estate; and,

WHEREAS, the Applicant is proposing to construct an accessory structure addition on the Subject Property that is located 31 feet from the side property line; and,

WHEREAS, the accessory structure would exceed 1,000 square feet following the proposed addition; and,

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

WHEREAS, pursuant to Minnesota Statute §462.357 (“Statute”) the Inver Grove Heights Planning Commission (“Commission”) held a Public Hearing (“Hearing”) on January 6, 2026, to received public comment regarding said Variance; and,

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

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

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

1. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
2. An accessory structure expansion is a reasonable use on the Subject Property.
3. The Subject Property is unique in that expanding the attached garage is not possible due to a powerline easement, meaning expanding the accessory structure is the only reasonable means to increase storage on the property. Additionally, expanding the accessory structure in alternative directions would result in sizeable tree loss.

4. The extension of the garage into the side yard setback will not substantially change the character of the neighborhood.
5. The Applicant's request does not rely solely on economic factors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA, the variance to allow a 31-foot setback from the side property line for an accessory structure exceeding 1,000 square feet is approved subject to the following conditions:

1. A building permit shall be approved prior to construction of the accessory structure addition.

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

Adopted by the City Council of Inver Grove Heights this 26th day of January, 2026.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 8, Block 1, The Trails, Dakota County, Minnesota

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

RESOLUTION NO. 2026-_____

**RESOLUTION DENYING A VARIANCE TO ALLOW AN ACCESSORY STRUCTURE
ADDITION 31 FEET FROM THE SIDE PROPERTY LINE WHEREAS 50 FEET IS REQUIRED
AT 8313 DELANEY CIRCLE**

WHEREAS, Brian Bischoff (“Applicant”) has requested a Variance from City Code Section 10-15-18E, which requires a 50-foot setback for any accessory structure that exceeds 1,000 square feet in the E1, Estate Zoning District; and,

WHEREAS, the Subject Property, legally described in Exhibit A, is zoned E-1, Estate; and,

WHEREAS, the Applicant is proposing to construct an accessory structure addition on the Subject Property that is located 31 feet from the side property line; and,

WHEREAS, the accessory structure would exceed 1,000 square feet following the proposed addition; and,

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

WHEREAS, pursuant to Minnesota Statute §462.357 (“Statute”) the Inver Grove Heights Planning Commission (“Commission”) held a Public Hearing (“Hearing”) on January 6, 2026, to received public comment regarding said Variance; and,

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

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

WHEREAS, the City Council has found the Variance does not satisfy the Variance criteria in City Code and established the following findings:

1. There are code-compliant alternatives to expand the accessory structure in a direction that does not encroach on the required 50-foot setback. These alternatives would likely result in tree loss, but potential for tree loss does not constitute as a practical difficulty.
2. Most accessory structures in the neighborhood comply with setback requirements, so this proposed variance would not be consistent with the neighborhood character.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA, the variance to allow a 31-foot setback from the side property line for an accessory structure exceeding 1,000 square feet is denied.

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

Adopted by the City Council of Inver Grove Heights this 26th day of January, 2026.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 8, Block 1, The Trails, Dakota County, Minnesota

Narrative:

We have two variance requests for our property at 8313 Delaney Circle East, Inver Grove Heights, MN 55076:

- 1) Exceed the 1600 sq ft limit for a shop building by 192 sq ft to expand the current shop building from 896 sq ft to 1792 sq ft.
- 2) Crowd the West lot line by approximately 19' (31' setback instead of 50').

The powerline in back of our property prohibits any additions to our existing home, such as, adding a third garage stall for storage. If we could have added to our existing garage, we would not have needed to ask for the above variances.

Normally, a property owner would be able to increase the existing attached double-garage of the main home to a triple-garage in addition to having a 1600 sq. ft. accessory building. This is not a practical option for us due to the powerline, which is why we're requesting the above variances. Additional storage is keenly needed to store our truck camper, utility tractor, collector cars and daily drivers. Storing this equipment inside helps to prevent theft and improves overall aesthetics.

Adding onto the West side of the accessory building is strongly preferred, because an addition on the South side of the existing accessory building would require removal of several mature Oak trees, removal of a terraced garden and excavation of a berm. The addition on the West side of the accessory building is also less visible from the street and our home. Given the existing easement agreement with Xcel, we do not anticipate that Xcel will object to this small incursion into the easement area for the accessory building addition. An easement application has been submitted to Xcel.

Other properties in the Delaney Circle Development have detached shop buildings of greater size (for example, 8302 Delaney Cir.), so we believe that this request is consistent with the existing character of the neighborhood.

Sincerely, Brian and Julie Bischoff

Immediate Neighbors:

The immediate neighbors support / have no issue with the proposed addition.

Suan Becker, 8309 Delaney Circle, Inver Grove Heights, MN
55076

Kaitlin Bischoff, 8314 Delaney Circle, Inver Grove Heights, MN

VARIANCE STANDARDS WORKSHEET

A variance cannot be approved unless the Planning Commission and City Council find that the following standards have been met. Please provide a response as to how/why your project will meet these criteria. Use additional sheets if necessary and consult with the Planning Director at your plan review meeting if you need clarification on the intent of any of the below standards.

1) Practical difficulties

The powerline behind our house prohibits expansion of the existing garage space, therefore, we're asking for a small variance in the allowed external building size. If the powerline wasn't on the property, we'd extend the existing attached garage space, rather than ask for a variance for the shop addition.

2) Reasonable use

The addition to the existing shop building is consistent with how other properties in the neighborhood are being used (hobby space, storage of campers, vehicles, lawn equipment, etc.). To discourage theft and improve aesthetics we want to store our truck camper, utility tractor, collector cars and daily drivers inside.

3) Applying to property

The addition to the existing external shop building is largely hidden from the street and other properties by trees. The addition on the West side of the accessory building has several advantages: 1) preserves several mature oak trees, 2) preserves a terraced garden, 3) does not require excavation of a berm and 4) is much less visible from the street.

4) Character of the locality

The addition would be consistent with homes and external buildings in the neighborhood.

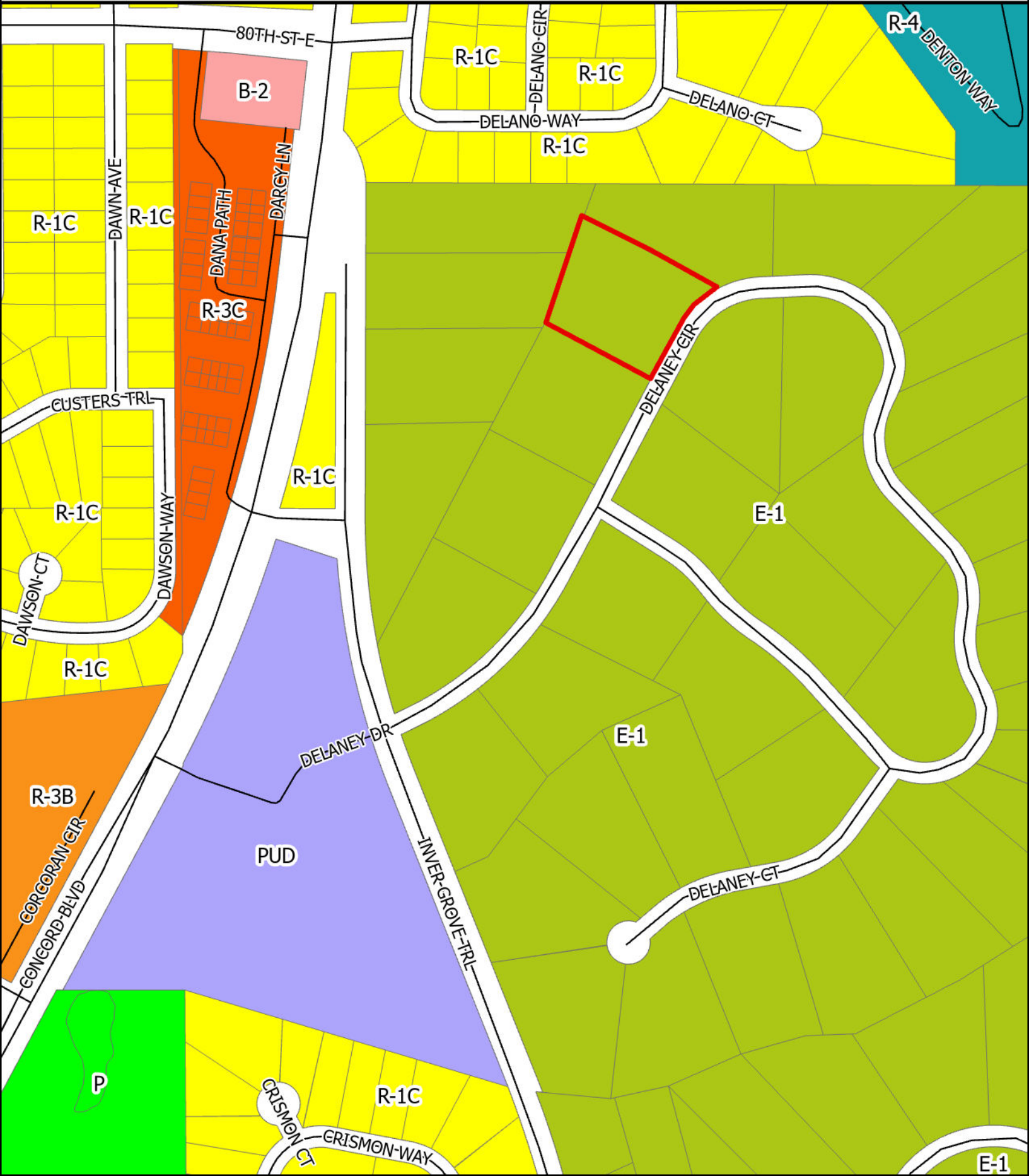
5) Consistency with Comprehensive Plan

This is a small variance to the standard allowed shop size (1792 sq. ft. vs. 1600 sq. ft.) and side yard to accessory building distance (31 ft vs. 50 ft).



Bischoff Variance

Existing Zoning





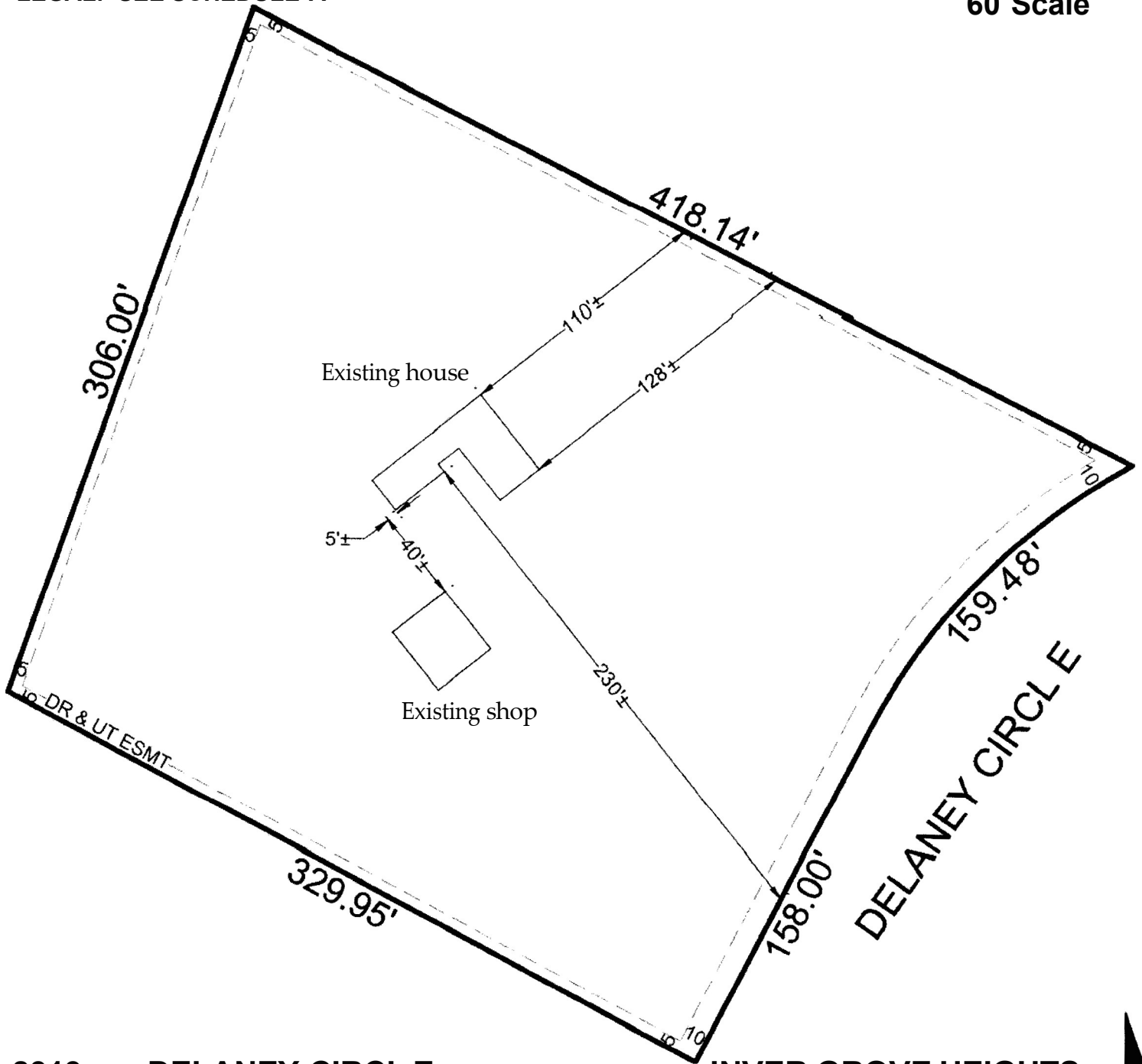
EPIC PROPERTY SERVICES, INC.

PROPERTY SKETCH

EPIC PROPE-RTY SERVICES

LEGAL: SEE SCHEDULE A

60 Scale



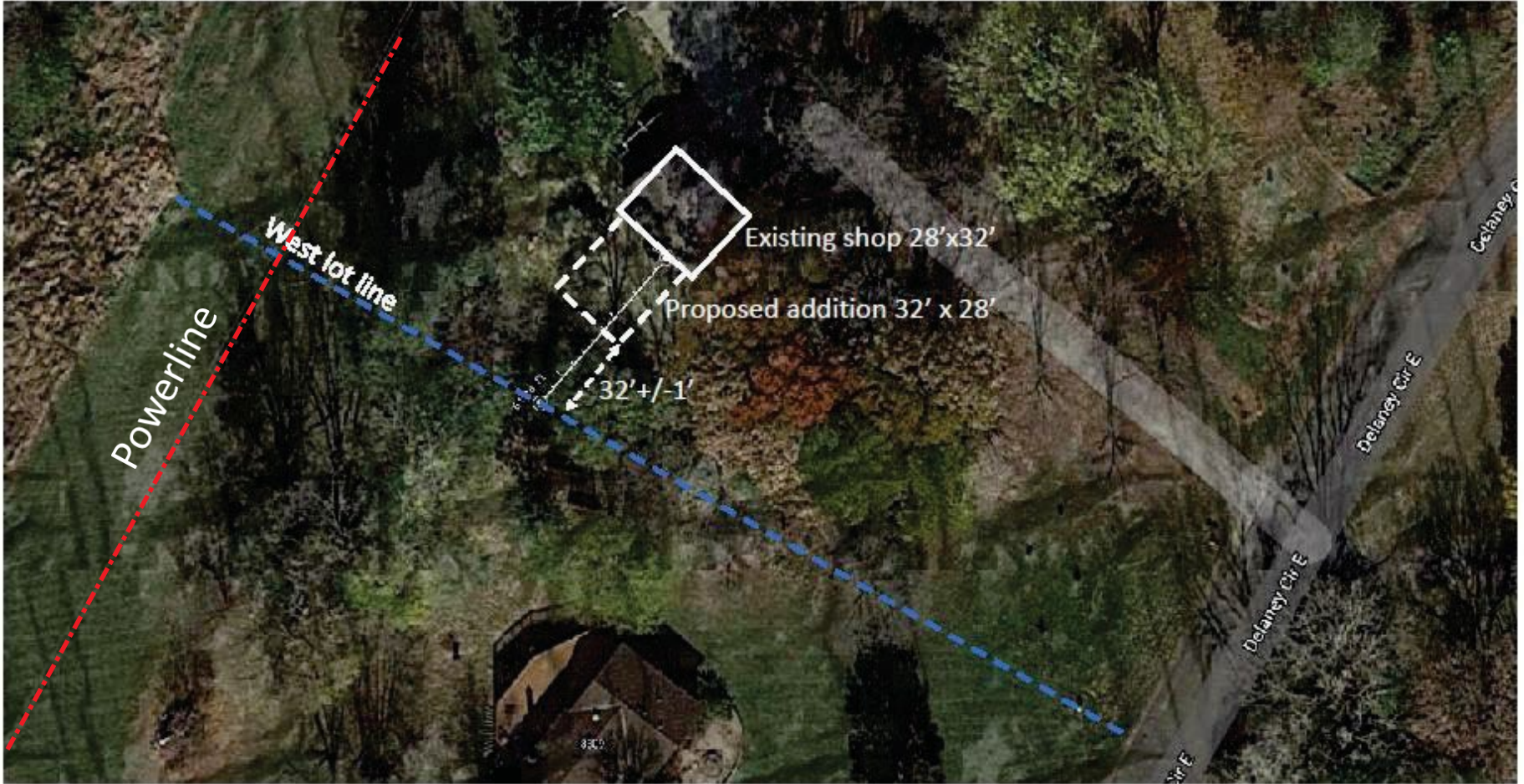
8313 DELANEY CIRCL E

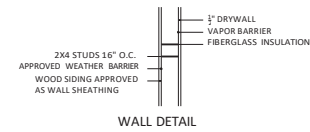
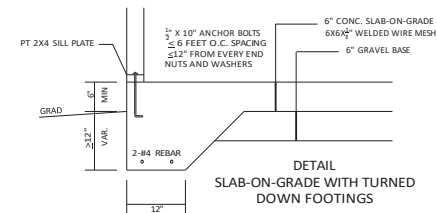
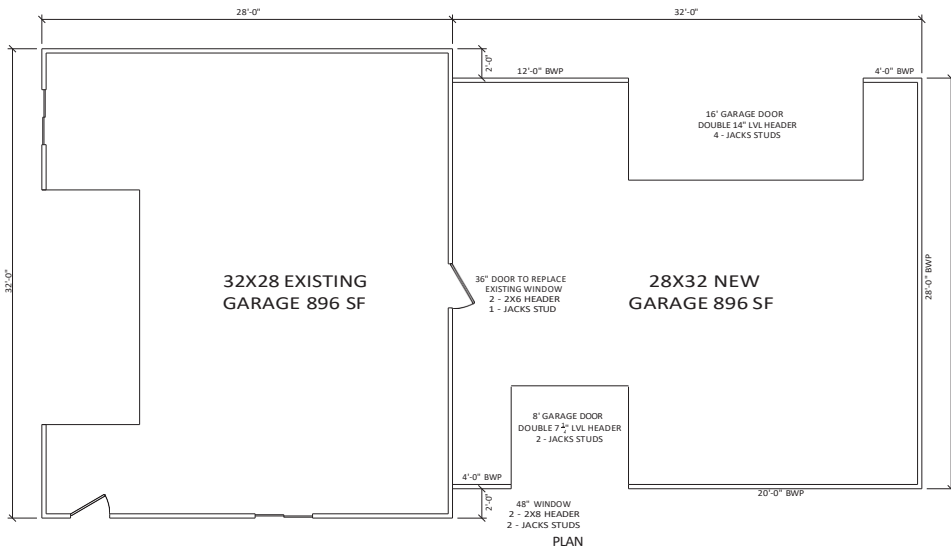
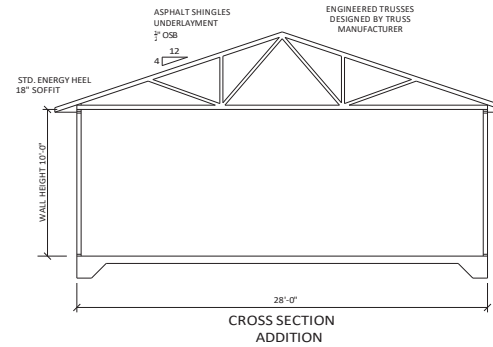
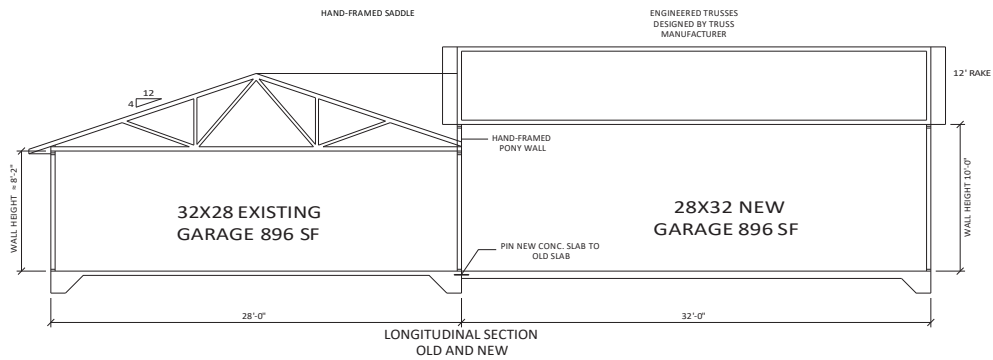
INVER GROVE HEIGHTS

THIS IS NOT A SURVEY NOR SHOULD THIS BE USED AS A SURVEY TO LOCATE FUTURE IMPROVEMENTS.

This drawing is for residential mortgage informational purposes only. the information relating to the property dimensions is based upon the recorded plat or maps in the country records the improvements location and dimensions shown are approximate and based upon a visual inspection.







NOTES/SPECS: R2Y (X) MEANS READ THAT NOTE X
 GENERALS - ALL WORK SHALL FOLLOW CITY OF RIVER GROVE HEIGHTS CODES AND ORDINANCES AND MN RESIDENTIAL CODE UNLESS SPECIFICALLY DETAILED IN THESE PLANS. ALL FASTENERS PER MN RES CODE TABLE 9602.3(1) UNLESS SPECIFIED AS OTHER. PROJECT IS CONSTRUCTION OF A 28X32 ADDITION TO AN EXISTING 28X32 DETACHED GARAGE.
 1. ZONING - ASSUMES 2-1 ESTATE (2.5 ACRES) CONTRACTOR TO VERIFY. PROPERTY IS WITHIN CRITICAL AREA. SIZE AND LOCATION OF STRUCTURE MAY REQUIRE A VARIANCE.
 2. PROPERTY LINES - CONTRACTOR TO LOCATE.
 3. CONCRETE FOUNDATION AND SLAB - Frost protection NOT required for detached single story garage. CONTRACTOR CAN CHOOSE TO INSTALL CMU FOUNDATION TO 42" FROST DEPTH. THESE PLANS SHOW A TURNED-DOWN FOOTING INTEGRAL TO FLOOR SLAB. ALL CONCRETE SHALL BE 4000 PSI, 3% AIR ENTRAINMENT, UNLESS ADDITIONAL SPECIFICATIONS ARE REQUIRED BY THE CITY OR RECOMMENDED BY THE CONCRETE CONTRACTOR.
 4. SOILS - CONTRACTOR TO VERIFY SUITABLE IN-SITU SOILS UNDER FOOTING AND SLAB AND MAKE CORRECTIONS AS NEEDED IF WEAK SOILS ARE DISCOVERED. DESIGNER OF THIS PLAN PERFORMED NO SOILS INVESTIGATION AND HAS NO KNOWLEDGE OF IN-SITU SOILS. DESIGNER ASSUMES CLAY SOILS WILL BE ENCOUNTERED WITH ≥ 1500 PSF BEARING CAPACITY.
 5. GRADING - CONTRACTOR RESPONSIBLE FOR ACHIEVING SOIL COVER ON EDGES OF SLAB AND FOR SLOPING GRADE AWAY FROM STRUCTURE IN ALL DIRECTIONS.
 6. SILL PLATE - PRESSURE TREATED 2X4.
 7. STUDS - 2X4 SPACED 16" O.C. ALL WALLS SHALL HAVE DOUBLE 2X4 TOP PLATE.
 8. WALL BRACING - AS CHECKED PRESCRIPTIVELY BY METHOD CS-WSP, END CONDITION 1.
 9. HEADERS - SHOWN. SISTER MULTIPLE PLY LVL HEADERS AS PER MANUFACTURER'S SPECIFICATIONS. TYPICALLY TWO ROWS OF 16D NAILS SPACED 12" O.C.
 10. ROOF - MANUFACTURED ENGINEERED TRUSSES BY OTHERS. OWNER ANTICIPATED USING ABC LUMBER.
 11. MISC - THESE PLANS ARE FOR FOUNDATION AND FRAMING ONLY. CONTRACTOR RESPONSIBLE FOR ELECTRICAL.
 12. QUESTIONS - CALL PETER KOROLCHUK AT RESIDENTIAL BUILDING CONSULTANTS, LLC (DESIGNER) AT 612.723.9975 FOR QUESTIONS REGARDING DESIGN. CALL BRIAN BISCHOFF (OWNER) AT 612.802.0210 FOR QUESTIONS REGARDING OPTIONS AND PROPERTY SPECIFICS.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Signature: *Peter J. Korolchuk*
 Name: PETER J. KOROLCHUK
 Date: JANUARY 22, 2021 License No.: 20354

ENGINEERING, INSPECTIONS & DRAFTING
 175 JACKSON AVE N, SUITE 272
 HOPKINS, MN 55343
 (612) 723-9975

BISCHOFF RESIDENCE
 8313 DELANEY CIRCLE EAST
 INVER GROVE HEIGHTS, MN

DATE:	SCALE:	SHEET:
1/22/21	1/4" = 1'	1 OF 1

GENERAL TRANSMISSION LINE GUIDELINES AND CONSENT – 345kV

The owner of the property at 8313 Delaney Circle E in Inver Grove Heights, MN (parcel ID 20-75900-01-080) (hereinafter, “Requestor”) is planning to construct an addition onto an existing shop/garage on the property, adding approximately 896 square feet (28 feet x 32 feet) to the existing structure. Relative to Xcel Energy’s 0989 high-voltage electric transmission line running along the western edge of the property, the nearest point of the addition will be at least 50.8 linear feet clear of the required clearance boundary from the transmission line’s overhead wires/conductors. Requestor has developed plans for this project, which are included in and made part of this document as Exhibit “A,” for reference. Construction is planned in 2026.

The proposed project meets Xcel Energy’s standards, provided the following conditions are adhered to. While working around transmission power lines and within Xcel Energy’s easement area there are general guidelines that need to be observed for line integrity and safety of the workers.

(1) Excavation close to structure location.

A minimum distance of **20** feet of supported earth must be maintained from any part of the power pole. Support of the ground beyond the **20** feet may be provided by a slope no greater than three feet horizontal to one foot vertical. Support may also be provided by the use of cribbing, sheet piling, retaining wall, or tunneling. The specific plan for providing the required support and the excavation plan for the proposed project must be submitted to Xcel Energy for review and approval.

(2) Grade change around structure location.

Fill around or above power poles or metal tower foundations is not permitted. The grade around the power poles or metal tower must provide for surface water runoff – no surface water ponding around power poles or metal tower will be permitted. Any cost related to the adjustment of Xcel Energy’s facilities will be at the requestor’s expense.

(3) Fill and grade change around guy wires and anchors.

Fill above the steel anchor rod onto the guy wire is not permitted. The specific plan for any grade change or excavation in the vicinity of down guys and anchors must be submitted to Xcel Energy for review and approval.

(4) Grade change within easement.

The ground elevation within the easement shall not be increased above the existing grade. Stockpiling of soil and/or material within the easement will not be permitted.

(5) Clearances to equipment and workers

Any construction activities occurring near the transmission line(s) shall comply with all OSHA Safety Clearances. If these clearances cannot be maintained, the contractor or developer must request a line outage by calling Xcel Energy’s System Operations Department. Outages are not guaranteed. If an outage is possible, adequate advanced notice must be provided in order to schedule the line outage.

- The applicable clearance value for Cranes & Equipment from Table 1 below, according to the specific voltage, is required at all times between the energized electrical conductors and any cranes or equipment used in construction activities.
- The applicable clearance value for Unqualified Workers from Table 1 below, according to the specific voltage, is required at all times between the energized electrical conductors and construction workers.

Disclaimer:

Ultimately, it is the responsibility of the worker to verify the provided OSHA clearances are current and accurate, and to adhere to such clearances. Xcel Energy accepts no liability for any incorrect or out of date clearances values, or misuse of the clearance values.

OSHA Website: <https://www.osha.gov/laws-regs/regulations/standardnumber>

Table 1: Minimum approach distances for equipment and unqualified workers performing work near power lines

Maximum System Operating Voltage ^a (V = Volts, kV = Kilovolts)	Cranes & Equipment Doing Work ^b		Unqualified Workers ^{g, h}
	Operator Requirements	Minimum Safeguards	
	Qualified ^c	Qualified ^c	-
	Proximity alarm, or unqualified spotter, or range control device ^d	Mark Boundary ^{e, f}	-
up to 750 V	10'-0"	20'-0"	10'-0"
up to 50 kV	10'-0"	20'-0"	10'-0"
69 kV	15'-0"	20'-0"	10'-9"
115 kV	15'-0"	20'-0"	12'-5"
138 kV	15'-0"	20'-0"	13'-3"
161 kV	15'-0"	20'-0"	14'-0"
230 kV	20'-0"	20'-0"	15'-5"
345 kV	20'-0"	20'-0"	20'-5"
500 kV	25'-0"	50'-0"	26'-9"

Table 1 Footnotes:

a Operating voltage may be AC or DC, phase-to-phase, or phase-to-ground. An unqualified worker is not expected to be able to distinguish.

- b Per OSHA Table A, 29 CFR 1926.1408.
- c Must be qualified per OSHA 29 CFR 1926.1408(g).
- d Must meet requirements per OSHA 29 CFR 1926.1407 and OSHA 29 CFR 1926.1408(b), use one of the following: (1) a proximity alarm, (2) a dedicated spotter, (3) a device that automatically warns the operator when to stop movement, such as a range control warning device, (4) a device that automatically limits range of movement, set to prevent encroachment, or (5) an insulating link/device.
- e Per OSHA 29 CFR 1926.1408(a)(2)(ii), and 1926.1409(a), use minimum controls boundary
- f Per OSHA 29 CFR 1926.1408 (a)(1)(i), mark boundaries at or outside your MAD with items such as flags or range limit/range control warning devices. The operator must not operate the crane beyond those boundaries.
- g This includes any worker not in a vehicle, such as workers performing work on the ground, or on elevated platforms or scaffolding. Includes allowance for worker's reach and reach with conductive objects.
- h Clearance values determined according to OSHA 1910.333(c)(3)(i)(A)(2).

The OSHA requirements in this section must be included on the plan sets and specifications given to contractors.

(6) Corrosion Protection

The Requestor is responsible for design, installation, maintenance, and operation of any and all mitigation systems to protect Requestor's facilities or equipment from any damages due to electromagnetic induction, electrostatic induction, or from stray or other currents emanating from Xcel Energy facilities. Requestor shall take such further actions as are necessary or advisable to minimize the risk that such damages will occur. Requestor's obligations hereunder exist with respect to Xcel Energy's current facilities as well as any future use by Xcel Energy of its Easement Rights. In other words, no matter how Xcel Energy utilizes its easement rights, Requestor is solely responsible for, and at all times shall, ensure that Requestor's facilities are protected from any potential electrical effects from Xcel Energy's facilities.

(7) Building on easements.

There shall be no permanent or temporary building allowed within the easement area.

(8) Fuel and refueling on easements.

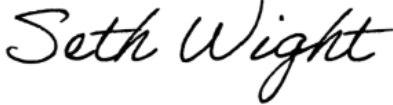
There shall be no fuel tanks stored or refueling of vehicles and equipment within the easement.

(9) Continued Use.

As part of Xcel Energy's business operations, Xcel Energy shall have the right, at any time and without liability or compensation to Requestor, to use the Easement Area to install, use, repair, maintain, relocate or remove facilities that presently exist or may in the future be located within the Easement Area.

It is the express condition of any consent that all other terms and conditions of the easement covering this property shall remain in full force and effect.

Sincerely,

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

Seth Wight
Xcel Energy
Land Rights Agent
414 Nicollet Mall, Minneapolis, MN 55401
P:612.342.8926 C: 651.955.5104
E: seth.j.wight@xcelenergy.com

(Line 0989 Strs. 191-192)

EXHIBIT "A"





Request for Council Action

SUBJECT: **Discuss Proposed Draft Ordinance Revising the City's Zoning and Subdivision Process.**

MEETING DATE: January 26, 2026

ITEM TYPE: Regular Business

CONTACT: Kevin Shay, Planning Manager, 651-450-2554

ACTION REQUESTED

Provide feedback on the proposed amendment of Zoning Ordinance Chapters 3, 14 and 15 and the Subdivision Ordinance updating the City's zoning and land use application process and requirements.

BACKGROUND

City staff have identified a number of areas within the current application processes that should be updated to either be more effective and efficient, to comply with state statute or to be easier to understand.

Staff are proposing to update the application process for many of the current zoning and subdivision applications. One change that is proposed for all zoning applications is to remove the list of application materials necessary for an application from the code and instead reference the application form and checklist to contain the required materials. This allows the lists to be updated regularly and be easily available for residents and developers. There are also a number of clean up edits to reduce repetition and add clarity to how the ordinance reads. The following are the changes to each application process.

Variances

Changes proposed for the variance process are to comply with current State Statute. The current ordinance uses "undue hardship" which is not consistent with State Statute after it was revised in 2011. The Statute now uses the "practical difficulty" test as the reasoning for a variance. The proposed ordinance revisions bring the variance section into compliance with State Statute.

Determination of Substantially Similar Use

Staff are proposing to remove this section from the code. Determination of a substantially similar use is a staff determination and can be appealed according to the Board of Adjustments and Appeals procedure that is already set out in Section 10-3-7.

Northwest Area Environmental Studies Fee

Staff are proposing removal of this section as it was established in the early 2000s to recoup some of the cost of preparing various environmental studies within the Northwest area to prepare for development. The studies were done to prepare and inform the City regarding future development in the area. This is similar to a Master Plan study and the cost associated with this effort is mostly benefitting the City.

Conditional Uses (CUP)

Staff are proposing to allow Conditional Use Permits (CUP) to be approved by a simple majority vote (3/5) instead of the current super majority vote (4/5) that is required. A super majority vote is usually saved for larger decisions such as amendments to the Comprehensive Plan. Generally, a use allowed by "condition" is an identified permitted use by the City, but requires a CUP given potential impacts associated with that use. Thus, a CUP should be a straightforward review to ensure that the use complies with all conditions set out for the use in the City Code. If the conditional use meets those conditions, the City should approve the use. Thus, the requirement of a super majority eliminates that "expectation of approval" by the applicant.

The change to the vote required does not have an impact on the Planning Commission process, as that body merely makes recommendations for approval or denial, and that recommendation can still be a simple majority.

Interim Use Permit (IUP)

The change proposed for Interim Use Permits (IUP) mirrors the change proposed for CUPs.

Site Plan Review

The significant change to the Site Plan Review process is to make the entire process an administrative review through City staff. The change will remove the distinction for "minor" and "major" site plan reviews and have one process for all site plan reviews. The reason for this change is that a site plan review application by itself - without a conditional use permit, variance or other application - is a purely a review to ensure that it meets the requirements set forth by the zoning ordinance. If a project meets all the requirements of the zoning ordinance, then the City is legally obligated to approve the project without additional conditions. By removing the process to go before the Planning Commission and City Council to approve a site plan review, we are limiting the potential for actions that are outside the discretion of the Planning Commission or City Council. Additionally, this change would shorten the approval process for new projects that meet all code requirements. Staff would provide updates to the Planning Commission during the staff update section of the meetings to share any projects that had received site plan approval. The City Council would still see the Site Improvement Performance Agreement (SIPA) included as part of the Consent Agenda as a project moves forward.

A second change proposed by staff is to move from requiring 125% to requiring 100% of the cost of the improvements as a cash deposit or letter of credit (LOC) as part of the SIPA. This surety is in place to ensure that, if a developer were to abandon a project, the City could step in and button-up the site from a grading, erosion control and stormwater perspective, and 100% of the project costs is sufficient to accomplish this.

Final PUD

The proposed change to this process is to remove the requirement to go before Planning Commission prior to City Council. This would allow Final PUDs to go straight to City Council similar to Final Plats. The Final PUD would need to be in substantial conformance with the Preliminary PUD, meaning it has no significant changes from the preliminary plans. Should a Final PUD conform to the preliminary PUD the application would have an "expectation of approval" and the step to the Planning Commission is unnecessary and adds additional time to the review process.

Waiver of Platting

Staff are proposing to delete this section from the Subdivision section. The waiver of platting process is extremely limited by the conditions where it can be used, and staff would prefer to require the formal platting process to be followed for Subdivisions as it is easier to track for both the City and

County.

Planning Commission Review

The Planning Commission held a public hearing for this request at their December 2, 2025 meeting; no members of the public spoke on the item. The Commission discussed the ordinance amendments and tabled the item to the January 6, 2026 meeting to have time for additional review and discussion, and requested additional information from City staff notably related to the environmental fees. At the January meeting, the Commission continued discussion and ultimately recommended approval of the changes to: variances, substantially similar uses, NWA environmental studies fees, and waiver of platting sections. The Planning Commission was split on the CUP and Site Plan Review changes and provided no recommendation on those changes. They recommended denial of the IUP and Final Planned Unit Development changes. The draft minutes for the Planning Commission are included as an attachment. The general concerns expressed about the proposed changes were keeping the transparency of the process, losing review of some applications by the Planning Commission, and limiting the CUP and IUP to a simple majority vote.

City staff are recommending approval of the ordinance changes as originally drafted and presented to the Planning Commission. However, given the splits by Commission members, City staff is seeking City Council direction as to the proposed changes and will bring back a final ordinance for Council action.

FISCAL IMPACT

N/A

RECOMMENDATION

City staff are recommending approval of the ordinance changes to the zoning and subdivision application processes as originally drafted by staff. The Planning Commission recommendation is included above.

ATTACHMENTS

1. Ordinance Planning Process_DRAFT
2. 2026-01-06 Planning Commission Minutes - DRAFT

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, CHAPTERS 1, 3, 13, 14 AND 15 RELATED TO ZONING APPLICATION
PROCEDURES AND REQUIREMENTS LIMITS AND TITLE 11, CHAPTERS 1 AND 2
RELATED TO SUBDIVISION APPLICATION PROCEDURES AND REQUIREMENTS**

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

Section One. Amendment. Title 10, Chapter 1, Section 3, **INTERPRETATION AND APPLICATION**, of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck out~~ text shows the deleted wording and the underlined text shows the language added to the code:

10-1-3: INTERPRETATION AND APPLICATION:

A. **Minimum Requirements:** In their interpretation and application, the provisions of this title shall be held to be the minimum requirements for the promotion of the public health, safety, morals and welfare.

B. **More Restrictive Provisions Apply:**

1. Where the conditions imposed by any provision of this title are either more restrictive or less restrictive than comparable conditions imposed by this title or any other law, ordinance, statute, resolution, or regulation of any kind, the regulations which are more restrictive or which impose higher standards or requirements shall prevail.

2. When any condition imposed by any provision of this title on the use of land or buildings or on the bulk of buildings is either more restrictive or less restrictive than similar conditions imposed by any provision of any other county or state ordinance, regulation, or statute, the more restrictive conditions shall prevail.

3. Where the conditions imposed by any section of this title are either more restrictive or less restrictive than comparable conditions imposed by another section of this title, the regulations that are more restrictive or impose higher standards or requirements shall prevail.

4. This title is not intended to abrogate any easements, restrictions, or covenants relating to the use of land or imposed on lands within city by private declaration or agreement, but where the provisions of this title are more restrictive than any such easement, restriction, or covenant, or the provision of any private agreement, the provisions of this title shall prevail.

C. Prohibited Uses: If a use is not specifically allowed as a permitted use, conditional use or an accessory use in a particular zoning district, it shall be prohibited in that zoning district unless determined to be a substantially similar use as ~~provided for in section 10-3-6 of this title~~determined by the Zoning Administrator.

D. Validity: If any section, subsection, sentence, clause or phrase of this title is for any reason found to be invalid, such decision shall not affect the validity of the remaining portions of this title. (Ord. 1098, 11-8-2004)

Section Two. Amendment. Title 10, Chapter 3, **ADMINISTRATION AND ENFORCEMENT**, of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck out~~ text shows the deleted wording and the underlined text shows the language added to the code:

CHAPTER 3

ADMINISTRATION AND ENFORCEMENT

SECTION:

10-3-1 Enforcement Officials

10-3-2 Site Plan Required

10-3-3 Nonconforming Use Certificate

10-3-4 Variances

10-3-5 Zoning Text and Map Amendments

~~10-3-6 Determination Of Substantially Similar Use Status~~

10-3-~~67~~ Board Of Adjustments And Appeals; Appeals Procedure

10-3-~~78~~ Fees And Deposit

~~10-3-81: Northwest Area Environmental Studies Fee~~

10-3-~~89~~ Violation; Penalties

10-3-1: ENFORCEMENT OFFICIALS:

This title shall be administered and enforced by the council and its duly authorized representatives. (Ord. 1098, 11-8-2004)

10-3-2: SITE PLAN REQUIRED ¹ :

A site plan shall accompany all requests for rezoning, conditional use permit, or variance regardless of whether or not any structures are proposed to be located on the property. Such site plan shall include the ~~following information at the minimum in addition to those~~ requirements set out in subsection 10-15J-~~78A~~ of this title (other information may be required in other portions of this title): (Ord. 1098, 11-8-2004; amd. 2008 Code)

- ~~–A. Property boundary (accompanied by boundary survey).~~
- ~~–B. Topographic data (if structures are proposed).~~
- ~~–C. North arrow and scale.~~
- ~~–D. Location of any proposed structure on the lot.~~
- ~~–E. All pertinent dimensions (lot, building and setbacks).~~
- ~~–F. Street names.~~
- ~~–G. Location and, when requested, dimensions of adjacent existing buildings within three hundred feet (300') of the property line. (Ord. 1098, 11-8-2004)~~

Notes

- ¹ 1. See also chapter 15, article J of this title.

10-3-3: NONCONFORMING USE CERTIFICATE:

A. Purpose: From time to time, amendments to this title cause uses and structures to become lawfully nonconforming. This may create uncertainties for owners and operators of lawfully nonconforming uses and structures as to their rights and obligations and complexities for the city in monitoring and enforcing this code with respect to such uses. To address these uncertainties and complexities, the city council, sitting as a board of adjustments and appeals, by majority vote, may grant nonconforming use certificates for lawfully nonconforming uses and structures, impose reasonable conditions in the nonconforming use certificates, and authorize accessory uses not currently on the property to be placed thereon in the future.

B. Application For Certificate: ~~Either an owner may apply, or the city may initiate or require an application for a nonconforming use certificate for a use and/or a structure. The~~

applicant shall fill out and submit to the Zoning Administrator the application form and all information as required on the form unless a waiver of certain information is granted by the Zoning Administrator. Only the owner of the property may be the applicant and may apply for a nonconforming use certificate for a use or structure. The application shall include at least the following:

- ~~— 1. The address and legal description of the use or structure;~~
- ~~— 2. The nature of the nonconformity with specific reference to the provision of this code or other circumstance which caused the nonconformity;~~
- ~~— 3. Evidence that the use or structure existed as a legal use prior to the effective date hereof or other circumstance which caused the nonconformity;~~
- ~~— 4. Evidence that the use or structure has been continuously used and maintained in its nonconforming state from the time the nonconformity was caused to the date the application was filed;~~
- ~~— 5. If the use is a prohibited use listed in section 10-13E-7 of this title, the information required under subsection 10-13E-8B of this title; and~~
- ~~— 6. Other information as requested by the city.~~

C. Application And Procedure: The application for a nonconforming use certificate shall be filed with the planning division for scheduling before the planning commission and city council. The ~~city council and the~~ planning commission may hold a public hearing on the nonconforming use certificate if they deem it necessary or advisable. ~~Where the planning commission or city council shall determine that a public hearing is necessary or advisable,~~ The application, public hearing, and notice requirements for nonconforming use certificate requests shall be the same as for amendments set forth in section 10-3-5 of this chapter.

D. ~~Referral To Planning Commission: Before granting any nonconforming use certificate, the request therefor shall be referred to the~~ The planning commission ~~shall for~~ review and determine concerning whether the use is a legally nonconforming use and for its recommendation to the city council in connection with the request. If no recommendation is timely made, the council may act without the recommendation of the planning commission. The planning commission may recommend such conditions related to the nonconforming use certificate as it may deem advisable to make clear the rights and obligations of the city and the owner. The council shall approve or deny the application within the time established by Minnesota statutes section 15.99.

E. Approval Or Denial Of Certificate:

1. The planning commission may recommend to approve, approve with conditions, or deny a request for a nonconforming use certificate. The city council, sitting as the board of adjustments and appeals, by majority vote, may deny or approve a nonconforming use certificate, impose conditions therein, and authorize therein accessory uses not currently on the property to be placed thereon in the future. The planning commission, in making a

recommendation, and the city council, in acting upon a request for a nonconforming use certificate, shall consider the following factors:

a. Whether under this title the use or structure is nonconforming and how it is nonconforming; and

b. Whether the use or structure was lawful prior to the change in this title, which caused it to become nonconforming.

2. ~~If the city council finds that a~~ Any use or structure ~~found to be is~~ not a lawful nonconforming use, the city council shall deny the application, and the use shall be terminated immediately or altered to make it conforming, or the structure shall be altered to make it conforming. Failure to terminate or alter the use to make it conforming shall be a violation of this title.

F. Record Of Certificate: If the city council grants a nonconforming use certificate, the owner shall record the certificate with the county recorder and provide evidence of recording to the city. (Ord. 1098, 11-8-2004)

10-3-4: VARIANCES:

A. Authority: The ~~council may grant~~ City may grant variances from the strict application of the provisions of this title and impose conditions and safeguards in the variances so granted where practical difficulties or undue hardships result from carrying out the strict letter of the regulations of this title.

B. Application And Procedure: The planning commission may hold a public hearing on the variance request if they deem it necessary or advisable Application for a variance shall be filed with the City planning division for scheduling before the planning commission and city council. ~~The council and planning commission may hold a public hearing on the variance request if they deem it necessary or advisable. Where the planning commission or city council shall according to the application and procedure requirements as determine that a public hearing is necessary or advisable, the application, public hearing, notice and procedure requirements for variances shall be the same as for amendments~~ set forth in section 10-3-5 of this chapter. The city council shall act upon the application within the time limits established by Minnesota statutes section 15.99.

C. Referral To Planning Commission: Before authorization of any variances, the request therefor shall be referred to the planning commission for study concerning the effect of the proposed variance upon the comprehensive guide plan and on the character and development of the neighborhood and for its recommendation to the council in connection with such request. The planning commission shall make its recommendation after the request is referred to it, and if no recommendation is made within that time, the council may act without the recommendation. The planning commission may recommend such conditions related to the variance regarding the location, character, and other features of the proposed building, structure, or use as it may deem advisable. (Ord. 1098, 11-8-2004)

D. Approval Or Denial Of Variance:

1. a. The planning commission may recommend to approve, approve with conditions, or deny a request for a variance. The city council may deny or approve such variances and impose conditions and safeguards therein. In making its recommendation, the planning commission shall consider the following factors and the city council, in acting upon a request for a variance, shall only grant a variance if the applicant demonstrates to the city council that the following factors have been met:

~~(1) The variance, and its resulting construction or project, would be in harmony with the general purposes and intent of this Chapter, and would be consistent with the comprehensive plan at circumstances exist that are special and unique to the structure or land under consideration and such circumstances do not apply generally to other land or structures in the district in which the subject structure or land is located.~~

~~—(2) That the granting of the application will not be contrary to the spirit and intent of this title and the comprehensive plan.~~

~~(3) That the granting of such variance is necessary as a result of a demonstrated undue hardship and will not merely serve as a convenience to the applicant. Undue hardship means that all of the following circumstances exist: The applicant has satisfactorily established that there are practical difficulties in complying with this Chapter. “Practical difficulties” means:~~

~~(A) The applicant proposes to use the property in a reasonable manner not permitted by this Chapter. The subject property cannot be put to a reasonable, beneficial use unless the variance is granted.~~

(B) The plight of the landowner is due to circumstances unique to the subject property not created by the landowner.

(C) The variance, if granted, will not alter the essential character of the locality.

~~(4) That economic considerations alone do not constitute an undue hardship if reasonable beneficial use for the subject property exists under the terms of this title practical difficulty.~~

~~—b. Undue hardship also includes, but is not limited to, inadequate access to direct sunlight for solar energy systems.~~

~~—c. A variance shall be granted for earth shelter construction as defined in Minnesota statutes section 216C.06, subdivision 14 when such construction and variance are in harmony with this title.~~

~~—d. A variance may not permit any use that is not permitted under this title for property in the zone where the affected person's land is located.~~

~~—e. A variance may permit the temporary use of a one-family dwelling as a two-family dwelling.~~

f. The council may impose conditions in the granting of a variance to ensure compliance and to protect adjacent properties.

g. Approval of a variance shall require a majority of the city council present. (Ord. 1221, 11-8-2010)

2. The council may deny variances, and such denial shall constitute a finding and determination that the conditions required for approval do not exist.

E. Violation; Termination Of Variance: A violation of any condition set forth in granting a variance shall be a violation of this title and also automatically terminates the variance.

F. Lapse Of Variance: A variance shall become void two (2) years after it was granted unless made use of within two (2) years or such longer period as the council, within two (2) years, may provide. The city council may grant a single one year extension, the request for which must be submitted to the city planning division at least sixty (60) days prior to the date upon which the variance would become void. (Ord. 1098, 11-8-2004)

10-3-5: ZONING TEXT AND MAP AMENDMENTS:

A. Authority; Vote Required: The provisions of this title may be amended by majority vote of the entire council, and amendments changing the boundaries of any zoning district or changing the regulations of any existing district may be approved by a majority vote of the entire council, except that all the following rezonings shall require a four-fifths (4/5) vote of the entire council:

From Any of These Districts	To	Any of these Districts
A Agricultural		I Industrial
		B Business
		OP Office park
E Estate		COMM-PUD
		OFFICE-PUD
		MU-PUD
R Residential or MF-PUD		IRM Integrated resource management overlay

		SG Sand and gravel overlay
		PUDs with commercial or industrial uses

(Ord. 1098, 11-8-2004)

B. Initiation: Proceedings for amendment of this title shall be initiated by:

1. A petition of seventy five percent (75%) or more of the owners in the area subject to the proposed amendment;
2. A recommendation of the planning commission; or
3. By action of the council.

C. Application For Amendment: All applications for amendment which are initiated by the petition of seventy five percent (75%) or more of the owners in the area subject to the proposed amendment shall be filed with the clerk, and if the application involves the changing of zoning districts and boundaries thereof, the application shall be accompanied by an abstractor's certified property certificate showing the property owners within three hundred fifty feet (350') of the outer boundaries of the property in question. When the application is initiated by the owners of one hundred percent (100%) of the property, the council may waive the requirement of the abstractor's certified property certificate. The application shall be forwarded to the planning commission by the clerk. (Ord. 1098, 11-8-2004; amd. 2008 Code)

D. Public Hearing; Notice And Procedure:

1. The planning commission shall hold at least one public hearing affording an opportunity for all parties interested to be heard and shall give not less than ten (10) days' notice nor more than thirty (30) days' notice of the time and place of such hearing published in the designated official newspaper for the city. Such notice shall also contain the description of the land and the proposed change in zoning. At least ten (10) days before the hearing, the clerk shall mail an identical notice to the owners and to each of the property owners within three hundred fifty feet (350') of the outside boundaries of the land proposed to be rezoned. If the property is to be rezoned from A agricultural, E-1 estate or E-2 estate, the individual notice shall be mailed to each of the property owners within one thousand feet (1,000'). Failure of the clerk to mail the notice or failure of the property owners to receive the notice shall not invalidate the proceedings. The council may waive the above notice requirements in connection with a citywide zoning initiated by the planning commission or council.

2. The planning commission shall hold said public hearing after the rezoning request has been received and there has been sufficient time to mail and publish the required notices.

3. The planning commission shall make a written report to the council stating its findings and recommendations. A copy of the planning commission's report to the council shall be mailed to the applicant.

E. Referral To Planning Commission: The council shall not amend this title or rezone any land or area in any zoning district or make any other proposed amendments to this title without having first referred it to the planning commission for their consideration and recommendation.

F. Action By Council: The council shall approve or deny the application within the time limits set forth in Minnesota statutes section 15.99.

G. Effect Of Denial: The denial of a rezoning or ordinance text amendment application by the council shall constitute a finding and determination that the proposed rezoning is not in the best interest of the physical development of the city. No application for rezoning which has been denied wholly or in part shall be resubmitted for a period of six (6) months from the date of said denial. (Ord. 1098, 11-8-2004)

~~10-3-6: DETERMINATION OF SUBSTANTIALLY SIMILAR USE STATUS:~~

~~—A.— Authority: When a use is not specifically listed as permitted, conditional or accessory in the nonresidential use chart found in section 10-6-2 of this title, the zoning administrator shall make a determination of substantially similar use. If the zoning administrator concludes that the use has a substantial similarity to other uses listed in the nonresidential use chart of said section 10-6-2, the use determined to be substantially similar shall have the same zoning classification as the use to which it was determined to be similar.~~

~~—B.— Application For Determination: Any person may initiate an application for determination of substantially similar use. The application shall include at least the following:~~

~~—1.— The address and legal description of the property upon which the use in question is proposed to be located.~~

~~—2.— Written consent of the landowner to conduct the proposed use on the landowner's property.~~

~~—3.— A written detailed description of the nature and activities associated with the use in question.~~

~~—4.— A cover letter specifically requesting the city to determine the proposed use to be substantially similar to one or more allowed uses listed within the same zoning district as the proposed use.~~

~~—5.— An escrow deposit for the city attorney's time to review the application. The amount of the escrow shall be as established in subsection 10-3-8B of this chapter.~~

~~—6. Other information as requested by the zoning administrator.~~

~~—C. Consideration: When determining whether the proposed use is substantially similar to other uses found in section 10-6-2 of this title, the zoning administrator shall consider the following factors:~~

~~—1. Traffic generation.~~

~~—2. Access.~~

~~—3. Deliveries.~~

~~—4. Parking.~~

~~—5. Impervious surface coverage.~~

~~—6. Number and type of employees.~~

~~—7. Intensity of use.~~

~~—8. Outside storage.~~

~~—9. Hours of operation.~~

~~—10. Noise, vibrations, etc.~~

~~—11. Function.~~

~~—12. Exterior use.~~

~~—13. Size of property.~~

~~—14. Size and scale of building(s) and improvements.~~

~~—15. Comments from surrounding property owners. Prior to making a decision on the substantially similar use determination, the zoning administrator shall solicit comments on the request from property owners surrounding the site upon which the determination of a substantially similar use has been requested. This shall be done in the form of a letter that explains the request and asks for comments to be submitted within ten (10) days.~~

~~—D. Further Review By Board Of Adjustments And Appeals: At the zoning administrator's discretion, the application may be referred to the board of adjustments and appeals to make a determination. If referred to the board of adjustments and appeals, notification and hearing procedures shall be the same as set forth in section 10-3-5 of this chapter.~~

~~—E. Appeal: If the zoning administrator makes a determination of substantially similar use without referring it to the board of adjustments and appeals, the applicant may appeal the decision to the board of adjustments and appeals. Prior to a decision by the board of adjustments and appeals, the planning commission shall consider the matter and make a recommendation on the substantially similar use request.~~

~~—F.— Decision: If the zoning administrator makes the decision on whether a proposed use is substantially similar to one listed in section 10-6-2 of this title, a letter clarifying the findings of the zoning administrator shall be kept on file for future reference. A copy of the letter shall be forwarded to the planning commission and city council for informational purposes within ten (10) working days of the determination. A letter of notification shall also be mailed to the surrounding property owners who were asked for comments under subsection C of this section. If the board of adjustments and appeals makes the decision on the application, a copy of the meeting minutes shall be kept on file for future reference.~~

~~—G.— Limitations: The procedures and regulations found in this section shall only apply to those uses found in the nonresidential use table found in section 10-6-2 of this title. (Ord. 1098, 11-8-2004)~~

10-3-~~67~~: BOARD OF ADJUSTMENTS AND APPEALS; APPEALS PROCEDURE:

A. Board Of Adjustments And Appeals:

1. Established; Composition; Records: A board of adjustments and appeals is hereby established for the city. The board of adjustments and appeals shall consist of the city council. The board shall provide for a record of its proceedings, which shall include the minutes of its meetings, its findings, and the action taken on each matter heard by it, including the final order.

2. Duties: The board shall act upon all questions as they may arise in the administration of this title, including the interpretation of zoning maps, and it shall hear and decide appeals from and review any order, requirement, decision, or determination made by the Zoning Administrator.

B. Appeals:

1. Authority: An appeal may be taken by any person aggrieved or by any officer, department, board or bureau of the City.

2. Hearings; Planning Commission Review: Prior to acting upon an appeal, the ~~Planning Commission Board~~ shall hold a public hearing. The notice provisions shall be the same as set forth in section 10-3-5 of this chapter. The Board shall not make any decision on the appeal until the Planning Commission has had a reasonable opportunity to review the appeal and forward a recommendation to the Board.

3. Decision: The Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination as in its opinion ought to be made in the premises and to that end shall have all the powers of the officer from whom the appeal was taken and may issue or direct the issuance of a permit. The reasons for the Board's decision shall be stated. The decision of the Board shall be final. (Ord. 1098, 11-8-2004)

10-3-~~78~~: FEES AND DEPOSIT:

A. Fees Required: Application fees required to be paid for a land use approval (such as a rezoning, variance, conditional use permit) must be paid at the time of application. Said fees are found in the City Fee Schedule. In addition, the applicant shall reimburse the City for all attorney, planning and engineering costs and other professional consultant costs incurred by the City in reviewing and processing the application.

B. Fee Amounts and Escrow Deposit: The city may require that applicants deposit in escrow with the city, together with the application filing fees, the amounts listed in the City Fee Schedule prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The escrow amounts shall be deposited, together with land use approval applications:

(Ord. 1098, 11-8-2004; amd. 2008 Code; Ord. 1359, 12-10-2018, eff. 1-1-2019; Ord. 1376, 12-9-2019; Ord. 1392, 12-14-2020; Ord. 1420, 12-13-2021; Ord. 1440, 12-12-2022; Ord. 1467, 1-1-2024; Ord. 1487, - -2024)

~~10-3-8-1: NORTHWEST AREA ENVIRONMENTAL STUDIES FEE:~~

~~—A.— Definitions: For purposes of this section, the following terms have the meanings given:~~

~~—GROSS ACRES: The total acres within a plat, subdivision, or parcel. Gross acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.~~

~~—NORTHWEST AREA: That certain geographic area within the City of Inver Grove Heights, defined, established, and referred to as the Northwest Area Overlay District pursuant to chapter 13, article J of this title.~~

~~—B.— Purpose And Intent:~~

~~—1.— Minnesota Statutes section 462.353, subd. 4 allows municipalities to prescribe fees sufficient to defray the costs incurred in the review, investigation, and administration of subdivision applications. The City has incurred costs while preparing studies and analyses in the Northwest Area, an area of approximately three thousand one hundred forty (3,140) acres. These studies include:~~

~~— a. — "Natural Resource Inventory and Management Plan for the Northwest Area", prepared by Bonestroo, Rosene, Anderlik & Associates, dated January 2004.~~

~~— b. — "Northwest Quadrant Hydrologic & Hydraulic Analysis", prepared by Emmons & Olivier Resources, dated February 2004.~~

~~—c. "Northwest Expansion Area Alternative Urban Area-Wide Review (AUAR)", prepared by Bonestroo, Rosene, Anderlik & Associates, dated January 2006.~~

~~—d. "2005 Basin Monitoring", prepared by Emmons & Olivier, dated April 2006. "Inver Grove Heights Northwest Area Low Impact Development - Overflow Contingencies and Cost Analysis", prepared by Emmons & Olivier Resources, dated July 2006.~~

~~—e. "Northwest Area Surface Water Modeling Report", prepared by Emmons & Olivier Resources, dated August 2006.~~

~~—2. These studies and analyses provide direct benefit to subdividers in the Northwest Area. These studies and analyses were necessary and advisable in order to review, investigate, and administer applications for subdivision within the Northwest Area. But for the City having prepared these studies and analyses, the subdividers in the Northwest Area would, in all likelihood, have had to prepare the studies themselves. The costs incurred by the City in performing the above studies was at least three hundred seventeen thousand three hundred eighty two dollars (\$317,382.00).~~

~~—3. The purpose and intent of this section is to establish fees to reimburse the City for its costs in performing these studies and analyses.~~

~~—C. Fee Established; Payment: A fee of eighty dollars (\$80.00) per gross acre, to be known as the Northwest Area Environmental Studies fee, is hereby established, imposed and required to be paid by all applicants for subdivision in the northwest area. The northwest area environmental studies fee shall be paid by the applicant when an application is submitted to the city for approval of a final plat in the northwest area. (Ord. 1171, 12-10-2007)~~

10-3-89: VIOLATION; PENALTIES:

The violation of any provision of this title or the violation of the conditions or provisions of any permit issued pursuant to this title shall be a misdemeanor, and upon conviction thereof, the violator shall be subject to a fine, imprisonment or both. Unless otherwise provided, each act of violation and every day on which such violation occurs or continues constitutes a separate offense. (Ord. 1098, 11-8-2004)

Section Three. Amendment. Title 10, Chapter 1, Section 3, Article A, **CONDITIONAL USES**, of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck out~~ text shows the deleted wording and the underlined text shows the language added to the code:

ARTICLE A. CONDITIONAL USES

SECTION:

10-3A-1 Purpose; General Requirements

10-3A-2 Amendment Procedures Apply

10-3A-3 Submission Requirements

10-3A-4 Site Plan Review

10-3A-5 Review By Planning Commission; Action By Council

10-3A-6 Environmental And Special Studies

10-3A-7 Lapse Of Permit; Extensions

10-3A-8 Violations; Termination Of Permit

10-3A-1: PURPOSE; GENERAL REQUIREMENTS:

In order to give the district use regulations of this title the flexibility necessary to achieve the objectives of the comprehensive guide plan, in certain districts conditional uses are permitted, subject to the granting of a use permit. Conditional uses include those uses generally not suitable in a particular zoning district but which may, under some circumstances, be suitable. When such circumstances exist, a conditional use permit may be granted. Conditions may be applied to issuance of the permit, and a periodic review of the permit may be required. The permit shall be issued for a particular use and not for a particular person or firm. The cancellation of a permit shall be subject to the same public hearing, procedure and notice requirements as set forth in section 10-3-5 of this chapter for amendments. (Ord. 1098, 11-8-2004)

10-3A-2: AMENDMENT PROCEDURES APPLY:

Except as otherwise provided in this article, the application, public hearing, notice and procedure requirements for conditional use permits shall be the same as those for amendments set forth in 10-3-5 of this chapter. (Ord. 1098, 11-8-2004)

10-3A-3: SUBMISSION REQUIREMENTS:

The applicant shall fill out and submit to the Zoning Administrator the application form and all information as required on the form unless a waiver of certain information is granted by the Zoning Administrator.~~Application for a conditional use permit shall contain a completed city application with the number of copies as specified by the planning division~~

with as much of the information detailed in the following plans as the planning division deems necessary:

~~—A. Site development plan:~~

- ~~—1. Lot dimensions and area including north arrow and scale.~~
- ~~—2. Location of all existing and proposed easements.~~
- ~~—3. Location of all buildings including both existing and proposed structures.~~
- ~~—4. Dimensions of proposed and existing structures.~~
- ~~—5. Location of all adjacent buildings located within one hundred feet (100') of the exterior boundaries of the property in question.~~
- ~~—6. Existing and proposed setbacks for all buildings and impervious areas.~~
- ~~—7. Location and number of existing and proposed parking spaces with dimensions.~~
- ~~—8. Vehicular circulation with curb cut and driveway locations and dimensions.~~
- ~~—9. Location and type of all proposed exterior lights.~~

~~—B. Floor plan and architectural elevations of proposed buildings, additions, and changes to existing structures.~~

~~—C. Sanitary sewer and water plan with estimated use per day.~~

~~—D. Grading, drainage and erosion control plan:~~

- ~~—1. Existing contours (within 100 feet of exterior boundaries).~~
- ~~—2. Proposed grading elevations.~~
- ~~—3. Drainage configuration, including general surface flow directions.~~
- ~~—4. Storm sewer catch basins and invert elevations.~~
- ~~—5. Erosion control measures.~~
- ~~—6. Drainage calculations when required by the director of public works.~~
- ~~—7. Spot elevations.~~

~~—E. Landscape plan:~~

- ~~—1. Location of all existing trees, type, diameter, and which trees will be removed.~~
- ~~—2. Location, type and diameter of all proposed plantings.~~
- ~~—3. Location and material used of all screening devices.~~

~~—F. Legal description of property under consideration.~~

~~—G.— Proof of ownership of the land for which a conditional use permit is requested.~~

~~—H.— Provide an abstractor's certificate of the names and addresses of the owners of property within three hundred fifty feet (350') of the boundaries of the property under consideration. (Ord. 1098, 11-8-2004)~~

10-3A-4: SITE PLAN REVIEW:

At the time a conditional use permit application is submitted to the city, a site plan review application shall also be submitted pursuant to the terms of chapter 15, article J of this title. (Ord. 1098, 11-8-2004)

10-3A-5: REVIEW BY PLANNING COMMISSION; ACTION BY COUNCIL:

A. The planning commission may recommend to approve, approve with conditions or deny a request for a conditional use permit. In making a recommendation, the planning commission shall consider the following provisions. If the planning commission does not make a recommendation in a timely fashion, the council may act without the recommendation. The city council may grant a conditional use permit as the use permit was applied for, or in modified form, and impose conditions and safeguards therein, if it determines the following:

1. The use is consistent with the goals, policies and plans of the city comprehensive plan, including future land uses, utilities, streets and parks.
2. The use is consistent with this code, especially this title and the intent of the specific zoning district in which the use is located.
3. The use would not be materially injurious to existing or planned properties or improvements in the vicinity.
4. The use does not have an undue adverse impact on existing or planned city facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the city to provide such services in an orderly, timely manner.
5. The use is generally compatible with existing and future uses of surrounding properties, including:
 - a. Aesthetics/exterior appearance.
 - b. Noise.
 - c. Traffic.
 - d. Drainage.
 - e. Fencing, landscaping and buffering.

- f. Other operational characteristics.
- 6. The property is appropriate for the use considering:
 - a. Size and shape.
 - b. Topography.
 - c. Vegetation.
 - d. Other natural and physical features.
 - e. Access.
 - f. Traffic volumes and flows.
 - g. Utilities.
 - h. Parking, setback, lot coverage and other zoning requirements.
 - i. Emergency access, fire lanes, hydrants, and other fire and building code requirements.
- 7. The use does not have an undue adverse impact on the public health, safety or welfare.
- 8. The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, ground water and air quality.

B. Approval of the conditional use permit shall require a ~~four~~^{three}- fifths ($\frac{3}{4}$ /5) vote of the entire council. The council shall either approve or deny the conditional use permit application within the time limit established by Minnesota statutes section 15.99. (Ord. 1098, 11-8-2004)

C. ~~Amendments to an approved conditional use shall follow the same process as set forth in this section. Within the I-2 district only, modifications to the previously approved site plan of an approved conditional use permit shall be allowed by administrative review subject to the following procedural requirements:~~

~~—1.— Plan review will be in accordance with established procedures on file with the planning department including the coordinated review by other city departments and divisions as determined by the zoning administrator.~~

~~—2.— Administrative approval including all applicable conditions and requirements shall be made in writing by the zoning administrator. The applicant, in addition to all other applicable requirements, shall submit a written acknowledgment of that approval prior to the commencement of any development and prior to the issuance of any permits.~~

~~—3.— Any unresolved dispute as to administrative interpretation of this code, this title, or policy requirements may be formally appealed pursuant to this title.~~

~~—4.— Any variance proposal will automatically require the entire application to be processed in accordance with the planning commission review and city council approval provisions of section 10-3-4 of this chapter.~~

~~—5.— Any new use not approved under the existing conditional use permit and is classified as a conditional use in the corresponding zoning district, shall require the entire application to be processed in accordance with the requirements for conditional uses in this article.~~

~~—6.— The zoning administrator may waive or modify data submission application requirements if the zoning administrator determines previously made submissions for the property substantially address the information needed to evaluate the requested modifications. (Ord. 1322, 10-10-2016)~~

~~10-3A-6: ENVIRONMENTAL AND SPECIAL STUDIES:~~

~~—A.— In making its findings for the issuance or denial of a conditional use permit, the city council may require the preparation of an environmental assessment worksheet (EAW), environmental impact statement (EIS) or any special studies it deems necessary or advisable in order to provide more factual or detailed information on which to base approval, denial or mitigating condition of a conditional use permit. Said special studies may include, but not be limited to: traffic, utilities, engineering, economics, potential health hazard, groundwater, air quality, wetlands or similar matters. With respect to studies for potential health hazard, a human health risk assessment in conformance with chapter LIV of the city administrative code may be required.~~

~~—B.— The reasonable cost of the preparation of an EAW, EIS or other special study, as required by the city council, shall be borne by the conditional use permit applicant. Where an EAW, EIS or other special study has been ordered by the council, no final action on the conditional use permit request shall occur until completion of the study as required. Failure by the applicant to finance or provide for special studies and corresponding information required by the city council may be sufficient reason to deny a request for a conditional use permit. (Ord. 1098, 11-8-2004)~~

~~10-3A-7: LAPSE OF PERMIT; EXTENSIONS:~~

~~A. A conditional use permit shall become void two (2) years after being granted by the city council unless it is used prior to the expiration of said two (2) year period. An extension of the two (2) year period may be requested subject to the following procedure:~~

~~1. At least ninety (90) days prior to the expiration date of the conditional use permit, the applicant shall submit to the city council a written request for a time limit extension, stating the reasons for the extension request.~~

~~2. Upon receipt of the extension request, the city council may either:~~

- a. Act upon the request; or
- b. Refer the matter to the planning commission for further study.

3. If the extension request is referred to the planning commission, that body shall conduct an informal review to determine if changes have occurred in the area which would warrant a new public hearing or denial of the time extension request. The planning commission shall subsequently make a recommendation to the city council suggesting approval of the time extension, denial of the time extension, or recommending that the property owner reapply for a new conditional use permit, thus initiating a new public hearing. In the event that the planning commission recommends denial of the time extension, or submittal of a new application for a conditional use permit, the reasons for such a determination shall be stated.

4. A maximum of one time limit extension may be requested for any previously approved conditional use permit. Said time limit extension shall be valid for only one year from the day of the month that the original conditional use permit was approved.

B. Upon expiration of the time limit extension, the property owner may resubmit a new request for a conditional use permit, subject to all procedures and fees in effect at the time of submittal. (Ord. 1098, 11-8-2004)

10-3A-8: VIOLATIONS; TERMINATION OF PERMIT:

A violation of any condition set forth in a conditional use permit shall be a violation of this title and also automatically terminate the conditional use permit. (Ord. 1098, 11-8-2004)

Section Four. Amendment. Title 10, Chapter 13, Article A, **PLANNED UNIT DEVELOPMENT DISTRICT**, of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck out~~ text shows the deleted wording and the underlined text shows the language added to the code:

ARTICLE A. PLANNED UNIT DEVELOPMENT DISTRICT

SECTION:

10-13A-1 Purpose

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10-13A-11 Required Information

10-13A-12 Standards And Criteria For Planning Commission And Council Action

10-13A-13 Effect Of Final Planned Unit Development Approval

10-13A-14 Automatic Termination

10-13A-1: PURPOSE:

This article is adopted for the purposes of:

- A. Providing the means for greater creativity and flexibility in environmental design than is proposed under the strict application of this title while at the same time preserving the health, safety, order, convenience, prosperity and general welfare of the city and its inhabitants.
- B. Recognizing the economic and cultural advantages that will accrue to the residents of a planned community.
- C. Encouraging a more creative and efficient approach to the use of the land.
- D. Encouraging the preservation and enhancement of desirable site characteristics and open space.
- E. Encouraging a development pattern in harmony with land use density, transportation facilities and community facilities, and objectives of the comprehensive plan. (Ord. 1098, 11-8-2004)

10-13A-2: INTERPRETATION:

The provisions of this article shall be interpreted in accordance with the following:

- A. Planned unit developments may be excluded from certain requirements of this title when specifically approved as a part of the planned unit development. Such exclusions shall only be granted for the purpose of creating better overall design and an improved living environment and not solely for the economic advantage of the developer. All provisions of this title not specifically excluded in the preliminary and/or final plan shall apply to the planned unit development.

B. In most cases, the granting of a planned unit development permit does not alter in any manner the underlying zoning district classification, except that building permits shall not be issued which are not in conformity with the approved planned unit development. In those cases where a specific planned unit development ordinance is adopted for a development (in contrast to those cases in which adoption of an ordinance simply effects a rezoning of the development site to a planned unit development district), the granting of a planned unit development permit to that development shall confer upon its planned unit development ordinance precedence over this title.

C. Whenever a dispute arises concerning the interpretation and/or application of any section of this title, the matter may be referred to the board of adjustments and appeals for hearing pursuant to section 10-3-7 of this title. (Ord. 1098, 11-8-2004)

10-13A-3: RELATION OF PLANNED UNIT DEVELOPMENT SITE TO ADJACENT AREAS:

The design of a planned unit development shall take into account the relationship of the site to the surrounding areas. The perimeter of the planned unit development shall be so designed to minimize undesirable impact of the development on adjacent properties and, conversely, to minimize undesirable impact of adjacent land use and development characteristics on the planned unit development. (Ord. 1098, 11-8-2004)

10-13A-4: MINIMUM AREA:

The minimum total area required for a planned unit development shall be ten (10) acres of contiguous land. Tracts of less than ten (10) acres may qualify only if the applicant can show that the minimum lot area requirement should be waived because a planned unit development is in the public interest and that one or both of the following conditions exist:

A. Unusual physical features of the property itself or of the surrounding neighborhood are such that development under the standard provisions of the normal district would not be appropriate in order to conserve a physical or terrain feature of importance to the neighborhood or community.

B. The property is adjacent to or across the street from property which has been developed under the provisions of this article and will contribute to the amenities of the neighborhood. (Ord. 1098, 11-8-2004)

10-13A-5: SITE-BUILDING COVERAGE:

A. Residential Districts: In residential districts, the total ground area occupied by buildings in a planned unit development shall not exceed twenty percent (20%) of the net land area, excluding public streets and permanent water areas.

B. Nonresidential Districts: In nonresidential districts, the total ground area occupied by buildings in a planned unit development shall not exceed thirty percent (30%) of the net land area, excluding public streets and permanent water areas. (Ord. 1098, 11-8-2004)

10-13A-6: RESIDENTIAL UNIT DENSITIES:

A planned unit development may provide for a variety of housing types in any one of the basic residential zoning districts. The total number of dwelling units allowed in a development shall be determined by either:

A. The area standards of the underlying zoning district in which the proposed development is to be located; or

B. The density specified by the city council consistent with the intent of the city comprehensive plan. A plan may provide for a greater number of dwelling units per acre than would otherwise be permitted by the regulations otherwise applicable to the site; however, the applicant has the burden to show that such excess will not have an undue and adverse impact on existing public facilities and on the reasonable enjoyment of neighboring property. The council, in determining the reasonableness of the increase in the authorized dwelling units per acre, shall recognize that increased density may be compensated for by additional private amenities and by increased efficiency in public facilities and services to be achieved by:

1. The location, amount and proposed use of common open space;
2. The location, design and type of dwelling units; and
3. The physical characteristics of the site. (Ord. 1098, 11-8-2004)

10-13A-7: SETBACK AND SIDE YARD REQUIREMENTS:

Notwithstanding other provisions of this article, every lot in a planned unit development abutting the perimeter of the development shall conform to the yard requirements for the underlying district. Side yards between buildings in a planned unit development shall be not less than twenty feet (20') or the height of the building in nonresidential developments, whichever is greater, but such buildings may be constructed without reference to the property lines of the individual lots on which they are built. (Ord. 1098, 11-8-2004)

10-13A-8: OPEN SPACE:

A. A primary function of this article is to encourage development which will preserve and enhance the worthwhile, natural terrain characteristics and not force intense development to utilize all portions of a given site in order to arrive at the maximum intensity or density allowed. In evaluating each individual proposal, the recognition of this

objective will be a basic consideration in granting approval or denial including, but not limited to, the following:

1. The amount and location of private common open space area shall be consistent with the stated purpose of this article and in no case shall be less than fifteen percent (15%) of the total project area. The residential portion of the project area shall further conform to the mandatory public park, playground and open space area dedication requirements of section 11-4-5 of this code.

2. All open space shall be labeled as such and as to its intent or designed functions.

B. In the event certain land areas or structures are provided within the planned unit development for recreational use or as service facilities, the owner of such land and buildings shall file a suitable agreement with the city that assures the continued operation and maintenance to a predetermined reasonable standard. These common areas may be placed under the ownership of one of the following, depending which is more appropriate:

1. Landlord control.
2. Homeowners' association, provided all of the following conditions are met:
 - a. The homeowners' association must be established prior to any sale.
 - b. Membership must be mandatory for each owner and any successive buyer.
 - c. The open space restrictions must be permanent, not for a given period of years.
 - d. The association must be responsible for liability insurance, local taxes and the maintenance of residential and other facilities.
 - e. Landowners must pay their pro rata share of the cost and the assessment levied by the association that can become a lien on the property in accordance with Minnesota statutes.
 - f. The association must be able to adjust the assessment to meet changing needs.
(Ord. 1098, 11-8-2004)

10-13A-9: PERMITTED USES:

Uses approved and permitted under a planned unit development shall only include permitted, conditional and accessory uses allowed in residential districts in the city and those business, industry and institutional uses specifically approved as a part of the planned unit development and in accordance with standards herein provided. (Ord. 1098, 11-8-2004)

10-13A-10: PROCEDURE:

A. Generally: Planned unit developments shall be proposed and approved in accordance with this section.

B. Preliminary Discussion: Prior to filing a petition, any person may request a meeting with the planning commission to discuss the feasibility of a planned unit development. Such request shall be made by addressing a letter to the city planning commission where, upon said request, shall be heard at a subsequent planning commission meeting.

C. Petition: The petition for a planned unit development shall be on a form provided by the city and shall include all of the following information:

1. Signature(s) of owner(s) and developer(s).
2. All data normally required by the city for a rezoning and preliminary plat petition.
3. All information and plans comprising a "preliminary development plan", as defined in subsection 10-13A-11A of this article.

D. Preliminary Development Plan Approval: The petition for a preliminary development plan of a planned unit development shall be processed by the city in the same manner in which rezoning petitions are processed as described in section 10-3-5 of this title.

E. Development Agreements: As a condition to approval of a preliminary development plan, the city may require the owner and developer of a proposed planned unit development to execute an agreement which may include, but not be limited to, all information required in the preliminary development plan as provided in subsection 10-13A-11A of this article.

F. Fees: The fee for a planned unit development shall be the same as the fee charged for a rezoning and preliminary plat when the latter is also included.

G. Performance Bond:

1. The owner and/or developer of a proposed planned unit development shall furnish a letter of credit in a sum equal to one hundred twenty five percent (125%) of the city director of public works cost estimate for the required improvements to be furnished or installed by the owner and/or developer, including, but not limited to, street surfacing, curbs, gutters, sanitary sewer and water service and storm sewers. The letter of credit shall be approved by the city attorney prior to its acceptance.

2. A certified check shall be submitted by the owner and/or developer for the estimated inspection costs of the required improvements to be furnished or installed by said owner and/or developer. Said check shall be submitted at the time of the submission of the letter of credit.

H. ~~Variances~~Flexibility: Variance-Deviations from standards granted as a part of a planned unit development shall not be subject to this title. Said ~~variances-deviations~~ shall be permitted as a part of the overall approval of the planned unit development, provided said ~~variance-deviations~~ from provisions of this title are so stated in the planned unit development agreement.

I. Effect Of Approval Of Preliminary Development Plan: Upon approval of a preliminary development plan, a planned unit development may not be altered, revised or withdrawn without the approval of the city council.

J. Final Development Plan Approval:

1. The "final development plan", as defined in subsection 10-13A-11B of this article, shall be submitted for final development plan approval within one year after city council approval of the preliminary development plan unless a written request for an extension is submitted by the applicant. If application for final approval or a request for extension is not received within one (1) year, the preliminary development plan will be considered abandoned, and a new petition for a preliminary development plan must be submitted following the preliminary development plan procedure. In addition to a request for extension, the applicant may request in writing that final development plan approval take place in phases coinciding with the progression of staged development.

2. The final development plan shall be reviewed and ~~recommendations made by the planning commission within ninety (90) days after filing of the application for final development plan approval.~~ The city council shall make the final determination on approval of the final development plan. Public hearing shall not be required, provided the final development plan is in substantial conformance with the preliminary development plan. Any major change as determined by the ~~zoning administrator~~ city council shall require a public hearing.

K. Zoning Map: All approved final development plans shall be so designated on the city zoning map, as it is revised from time to time. The map shall refer by number or other means to an approved final development plan of a planned unit development on file with the city. Said plans shall be available for the general public to review.

L. Council Action: The approval of a preliminary development plan and a final development plan of a planned unit development shall require a vote of a majority of the entire city council, except that any preliminary development plan or final development plan of a planned unit development incorporating any ~~of the following~~ rezonings identified in Section 10-3-5 shall require a four-fifths (4/5) vote of the entire council.∴

From Any of These Districts	To	Any of these Districts
A Agricultural		I Industrial
		B Business
		OP Office park
E Estate		COMM-PUD

	OFFICE PUD
	MU-PUD
R Residential or MF-PUD	IRM Integrated resource management overlay
	SG Sand and gravel overlay
	PUDs with commercial or industrial uses

(Ord. 1098, 11-8-2004)

10-13A-11: REQUIRED INFORMATION:

A. Preliminary Development Plan: ~~The applicant shall fill out and submit to the Zoning Administrator the application form and all information as required on the form unless a waiver of certain information is granted by the Zoning Administrator.~~ preliminary plan of a planned unit development shall include the following information:

- ~~1. All information required in the subdivision ordinance for a preliminary plat 1.~~
- ~~2. A general development plan indicating:~~
 - ~~a. The proposed site and existing development and adjacent properties.~~
 - ~~b. The proposed use of all areas of the site.~~
 - ~~c. The proposed density, type, size and location of all dwelling units.~~
 - ~~d. The general size, location and use of proposed business, industrial or institutional buildings.~~
 - ~~e. Public streets, entrance and exit drives, and walkway locations.~~
 - ~~f. Parking areas and stall arrangement.~~
 - ~~g. Landscaping.~~
 - ~~h. Park and open space lands.~~
 - ~~i. Dimensions.~~
 - ~~j. Proposed drainage and utility systems.~~

~~—3.— A summary sheet indicating:~~

~~— a. Area of land in each use or each separate intensity of use.~~

~~— b. Number of residential dwelling units proposed in each area.~~

~~— c. Number of acres of common open space.~~

~~— d. Modifications of any provisions of this title.~~

~~—4.— A staging plan indicating the geographical sequence and timing of development of the plan or portions thereof, including the date of beginning and completion of each stage. The staging plan shall also include the number of dwelling units, commercial structures, public streets, utilities and recreation areas.~~

~~—5.— A detailed plan of first phase development indicating buildings, parking areas, driveways and similar detail on the site plan and including architectural elevation drawings of all buildings.~~

~~—6.— A preliminary plat may be required by the city for those areas where development is imminent, and a sketch plan shall be required for the remaining areas.~~

~~—7.— A written statement by the applicant stating how the proposed planned unit development conforms to the stated objectives and purposes of this article and why the proposal would be in the public interest.~~

B. Final Development Plan: ~~The applicant shall fill out and submit to the Zoning Administrator the application form and all information as required on the form unless a waiver of certain information is granted by the Zoning Administrator.~~ final development plan for a planned unit development shall be accompanied by a legal description of the total property, together with copies of the following:

~~1.— A final plat adopted in accordance with the requirements of title 11 of this code, except as otherwise specifically provided in this article.~~

~~—2.— A final site plan showing the locations of all structures, including placement, size and type, as well as streets, parking areas, walkways, open space and similar detail areas on a scaled and dimensional drawing.~~

~~—3.— A landscape plan showing the location, species and size of all plant materials. Landscape information shall be located on the grading map.~~

~~—4.— A utility plan showing the location and size of all utilities and easements. The utility plan shall include sanitary sewer, water, storm sewer and drainage, electrical and gas.~~

~~—5.— Building plans shall be submitted in sufficient detail to warrant issuance of a building permit. Scaled architectural drawings of the exterior of all buildings shall be submitted in sufficient detail to allow the city to review said plans for the impact they will have upon adjoining properties and the general area in which the buildings are located.~~

~~—6.—Deed restrictions, covenants, agreements, bylaws or proposed homeowners' association or other documents or contracts controlling the use or maintenance of property. Where such information is lacking, the council may require a bond or similar guarantee to ensure that areas held in common by persons residing in the development will be developed and maintained.~~

~~—7.—Proposed zoning changes or variances with legal descriptions of any district boundary changes.~~

~~—8.—A final staging plan indicating the geographical sequence and timing of development of the plan or portions thereof, including the date of beginning and completion of each stage.~~

~~—9.—Any other information necessary to fully represent the intentions of the preliminary plan. (Ord. 1098, 11-8-2004)~~

Notes

1. See subsection 11-2-5B of this code.

10-13A-12: STANDARDS AND CRITERIA FOR PLANNING COMMISSION AND COUNCIL ACTION:

~~The planning commission may recommend and the council may act to approve, approve with conditions, or deny a preliminary or final plan for a planned unit development.~~ The planning commission, in making a recommendation, and the council, in acting upon a plan, shall consider the following factors:

- A. The consistency of the proposed planned unit development with the adopted or proposed comprehensive plan of the city.
- B. The extent to which the proposed planned unit development is designed to form a desirable and unified environment within its own boundaries in terms of relationship of structures, patterns of circulation, visual character and sufficiency of drainage and utilities.
- C. The extent to which the proposed uses will be compatible with present and planned uses in the surrounding area.
- D. That any exceptions to this article are justified by the design or the development.
- E. The sufficiency of each planned unit development phase's size, composition, and arrangement in order that its construction, and operation is feasible without dependence upon any subsequent phase.
- F. The burden or impact created by the planned unit development on parks, schools, streets, and other public facilities and utilities.

G. The impact of the planned unit development on environmental quality and on the reasonable enjoyment of the surrounding property. (Ord. 1098, 11-8-2004)

10-13A-13: EFFECT OF FINAL PLANNED UNIT DEVELOPMENT APPROVAL:

A. Except as provided in section 10-13A-14 of this article, no building permit shall be issued for any building on land for which a plan for a planned unit development has been approved which does not conform to the approved final plan. No grading, development or construction on the site may occur unless it conforms with the approved final development plan.

B. Except as provided in section 10-13A-14 of this article, development of land for which a planned unit development has been approved which does not conform to the approved final plan shall only be allowed after one of the following:

1. Amendment to the approved final plan of the planned unit development by the city council in the same manner as required for approval of a planned unit development.

2. Vacation of the approved planned unit development by the city council after notice and public hearing in the same manner as required for approval of the planned unit development. The council may further condition the vacation of a planned unit development in order to better protect the public health, safety and welfare. (Ord. 1098, 11-8-2004)

10-13A-14: AUTOMATIC TERMINATION:

Upon expiration of the specific time period, if any, approved by the city for total development of a planned unit development, the subject area shall become a permanent planned unit development district, and the conditions, provisions and restrictions of the final development plan shall continue to govern the use of the land. Provided, nevertheless, that if a planned unit development is not completed within the required time period, the planned unit development district classification shall automatically terminate as to that portion of the district which has not been developed. The requirements and provisions of the underlying zoning classification in its entirety shall thereafter apply to the undeveloped area. Any factual disputes arising under this section shall be presented to and determined by a majority vote of the city council. (Ord. 1098, 11-8-2004)

Section Five. Amendment. Title 10, Chapter 14, **INTERIM USES**, of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck out~~ text shows the deleted wording and the underlined text shows the language added to the code:

CHAPTER 14
INTERIM USES

SECTION:

10-14-1 Purpose And Intent

10-14-2 Interim Uses Enumerated

10-14-3 Permit Requirements

10-14-4 Effect On Underlying Districts

10-14-1: PURPOSE AND INTENT:

In order to provide property owners with greater flexibility on the usage of their property prior to final development, the city has defined specific uses that may be approved for a property, subject to city council approval. Interim uses are typically uses that are not appropriate based upon strict application of restrictions of this title, existing development and proposed future land use plans; however, they may have merit as uses as a precursor to final development of a property. (Ord. 1098, 11-8-2004)

10-14-2: INTERIM USES ENUMERATED:

The following land uses shall be deemed interim uses within the city:

A. Within the B-3 and I-1 zoning districts only, portable or temporary metal shipping containers or storage pods associated with mini-storage facilities, subject to the conditions contained in an approved interim use permit. (Ord. 1098, 11-8-2004)

B. Within A, R-1A, R-1B, R-1C, E-1, E-2 and R-2 zoning districts, a second kitchen and bath facility shall be allowed in single-family homes for a state licensed care provider (as permitted under Minnesota statutes section 245A.11a). (Ord. 1103, 2-14-2005)

C. Within the A agricultural zoning district, athletic fields used in conjunction with an adjoining school shall be allowed. (Ord. 1132, 7-10-2006)

D. Within the I-2 general industry zoning district, a temporary contractor's yard with outdoor storage shall be allowed. (Ord. 1129, 4-10-2006)

E. Within the I-1 limited industry and I-2 general industry districts only, crushing of concrete, asphalt or asphalt cement shall be allowed, subject to the conditions contained in an approved interim use permit and subject to the following: (Ord. 1098, 11-8-2004)

1. Crushing shall be limited to the crushing of concrete, asphalt or asphalt cement, and "asphalt debris", defined as waste concrete or asphalt rubble resulting from construction, repair, and demolition of roads, provided the material to be crushed does not contain "hazardous waste", as defined in section 10-2-2 of this title, and does not contain asbestos and glass. (Ord. 1098, 11-8-2004; amd. 2008 Code)

2. Crushing shall be allowed only as long as the property is used as a contractor's yard.

3. Crushing shall be allowed so long as it does not create a "public nuisance" or cause land pollution, noise pollution or air pollution as defined in Minnesota statutes section 116.06, subdivisions 14, 16 and 4, respectively, as amended from time to time.

4. Crushing operation shall only be allowed on a parcel of ten (10.0) acres or greater in size.

5. Crushing shall be restricted to a onetime, maximum eight (8) workday period per calendar year.

6. The time period shall occur only between November 15 through April 15.

7. The amount of crushed material produced shall be limited to ten thousand (10,000) tons per year.

8. The height of any rubble or recycled crushed pile shall not exceed thirty five feet (35').

9. Crushing of asphalt and concrete shall cease if the property is rezoned or if the principal use of the property changes from what was existing as of the date of the interim use permit issuance. (Ord. 1139, 11-27-2006)

F. Allow a temporary ministorage facility with outdoor storage in the I-1 and I-2 Zoning Districts. (Ord. 1165, 10-8-2007)

G. The crushing of concrete or asphalt shall be allowed on a temporary basis associated with a public road construction project subject to the following:

1. The crushing and any staging areas shall occur in the City of Inver Grove Heights.

2. Crushing shall occur only between the hours of seven o'clock (7:00) A.M. and four thirty o'clock (4:30) P.M. Monday through Friday.

3. The crushing of the material shall cease within thirty (30) days of completion of the projects within the City of Inver Grove Heights.

4. The concrete or asphalt being crushed must come from a public road construction project in the City of Inver Grove Heights and at least ninety percent (90%) must be reused in a public road construction project in the City of Inver Grove Heights. (Ord. 1183, 10-22-2008)

H. Within A, E-1, E-2, R-1A, R-1B, R-1C, and single-family PUD Zoning Districts, the following form of supervised student housing shall be allowed subject to the following:

1. The supervised student housing shall be under the general supervision of the single family occupying the dwelling, pursuant to a program sponsored by an organization holding a tax status of 501(c)(3) that promotes education provided students are participating in an educational program located in Dakota County.

2. The maximum number of students allowed shall be determined by the following formula: Every bedroom used to house one student shall contain a minimum of seventy

(70) square feet. Every bedroom occupied by more than one student shall contain a minimum of fifty (50) square feet of floor area for each student, but in no case shall the maximum number of students allowed per dwelling exceed eight (8).

3. The owner of the premises shall provide and maintain compliance with all Building and Fire Safety Codes as required by the City building official and Fire Marshal.

4. The single-family home shall be inspected for code compliance by the chief building official prior to occupancy and annually thereafter.

5. The interim use shall expire if the organization sponsoring the program changes or if there are no students occupying the premises for more than one year.

6. Staff member(s) of the supervising organization may also occupy the single-family dwelling, in a bedroom separate from the students, provided the maximum number of students be reduced by the number of staff if the staff person(s) are not part of the single family occupying the dwelling. (Ord. 1294, 6-8-2015)

I. Within the A Agricultural Zoning District, contractor's yard with outdoor storage shall be allowed provided the parcel is guided commercial as identified on the Inver Grove Heights comprehensive plan land use map. (Ord. 1316, 6-13-2016)

J. Within B-3, B-4, and P Zoning Districts, park-and-ride facilities such as short-term parking and park-and-fly lots shall be allowed subject to the conditions contained in an approved interim use permit and subject to the following:

1. The applicant shall show that there is no substantial conflict in the principal operating hours of the two (2) or more uses for which the joint use of off street parking facilities is proposed.

2. Required parking facilities serving two (2) or more uses may be located on the same lot, provided that the total number of parking spaces so furnished shall be not less than the sum total of the separate requirements for each use during any peak hour parking period when the parking facility is utilized at the same time.

3. Off street parking spaces shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.

4. When making an interim use application the applicant shall address criteria such as landscaping, screening from abutting properties, lighting, access, security, stormwater, traffic generation, hours of operation and snow removal for the proposed park-and-ride facility. (Ord. 1348, 3-26-2018)

10-14-3: PERMIT REQUIREMENTS:

A. Vote Required; Considerations: Interim uses identified herein shall require an affirmative vote of ~~threefour~~-fifths (34/5) of the members of the City Council. Interim use permits shall be issued for a specific land use on a specific property and not for a particular

individual or firm. In considering a request for an interim use permit, the Planning Commission and City Council shall:

1. Determine that the use conforms to this title;
2. Specify a date and/or event that will terminate the use;
3. Determine that the use will not impose additional costs on the public if it is necessary for the public to take the property in the future; and
4. Impose other appropriate conditions that the City Council deems appropriate to regulate the use of the property without significant adverse impact to the surrounding properties.

B. Processing Permit: Requests for an interim use permit shall be processed in the same manner and shall require action by the City Council in the same manner as requests for conditional use permits as outlined in chapter 3, article A of this title. ~~Applications for an interim use permit shall be filed at the Offices of the Planning Division and shall be accompanied by the following materials. The applicant shall fill out and submit to the Zoning Administrator the application form and all information as required on the form unless a waiver of certain information is granted by the Zoning Administrator.:~~

- ~~— 1. — A completed planning application form, as provided by the Planning Division.~~
- ~~— 2. — An abstractor's certificate which identifies the names and addresses of all property owners within three hundred fifty feet (350') of the property that is the subject of the interim use permit request.~~
- ~~— 3. — Provide thirteen (13) folded, full size drawings and one set of eleven inch by seventeen inch (11" x 17") reductions of a site plan, landscape plan, utility plan, grading and drainage plans which include both existing and proposed contours, a staging plan (for phased developments), building plans and elevations and any other supportive documentation City staff may deem necessary to ensure the efficient processing of the request.~~
- ~~— 4. — A written narrative describing the proposed use of the property, hours of operation, anticipated time period for which the interim use permit is requested, anticipated end use of the property, and any other supportive documentation City staff may deem necessary to ensure the efficient processing of the request. (Ord. 1098, 11-8-2004)~~
- ~~— 5. — A filing fee as set out in section 10-3-8 of this title, plus escrow collected for a conditional use permit request in an amount as determined from time to time by the City Council. (Ord. 1098, 11-8-2004; amd. 2008 Code)~~

C. Expiration Of Permit; Extension: An interim use permit shall become null and void one year after being granted by the City Council unless it is used prior to the one year anniversary date of approval. A onetime extension of an interim use permit approval may be granted by the City Council. Upon expiration of an interim use permit, the property owner shall not request a new interim use permit for the same interim use on the property.

D. Revocation Of Permit: A violation of the terms and conditions attached to the approval of an interim use permit shall be deemed cause for revocation of that interim use permit. (Ord. 1098, 11-8-2004)

10-14-4: EFFECT ON UNDERLYING DISTRICTS:

The approval of an interim use permit for a property shall not change the underlying zoning of the property. (Ord. 1098, 11-8-2004)

Section Six. Amendment. Title 10, Chapter 15, Article J, **SITE PLAN REVIEW**, of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck out~~ text shows the deleted wording and the underlined text shows the language added to the code:

ARTICLE J. SITE PLAN REVIEW

SECTION:

10-15J-1: Purpose

10-15J-2: Review Required; Exceptions

10-15J-3: Conditional Use Permit

10-15J-4: Sketch Plan

10-15J-5: Minor Projects Site Plan Review

~~10-15J-6: Major Projects~~

10-15J-~~67~~: Evaluation Criteria

10-15J-~~87~~: Information Required

10-15J-~~89~~: Lapse Of Approval

10-15J-~~910~~: Site Improvement Performance Agreement And Financial Guarantee

10-15J-~~101~~: Compliance With Building And Fire Codes

10-15J-~~112~~: Plan Agreements

10-15J-~~123~~: Enforcement

10-15J-~~134~~: Amendments To Approved Site Plans

10-15J-1: PURPOSE:

The purpose of this article is to establish a formal site plan review procedure and provide regulations pertaining to the enforcement of site design standards consistent with the requirements of this article. (Ord. 1098, 11-8-2004)

10-15J-2: REVIEW REQUIRED; EXCEPTIONS:

Site plan reviews are required for those projects identified in sections 10-15J-5 ~~and 10-15J-6~~ of this article. However, the following shall be excepted from the requirements of this article:

- A. Agricultural developments.
- B. Single-family detached dwellings.
- C. Two-family attached dwellings. (Ord. 1098, 11-8-2004)

10-15J-3: CONDITIONAL USE PERMIT:

If a proposed use requires a conditional use permit pursuant to chapter 3, article A, section 10-6-1 or 10-6-2 of this title, then, at the time the site plan review is requested, a conditional use permit application must also be submitted to the city. (Ord. 1098, 11-8-2004; amd. 2008 Code)

10-15J-4: SKETCH PLAN:

A. Prior to the formulation of a site plan, applicants may present a sketch plan to the zoning administrator prior to filing of a formal application. ~~The applicant shall fill out and submit to the Zoning Administrator the application form and all information as required on the form unless a waiver of certain information is granted by the Zoning Administrator. The plan shall be conceptual but shall be drawn to scale with topography of a contour interval not greater than two feet (2') and may include the following:~~

- ~~— 1. The proposed site with reference to existing development on adjacent properties, at least to within two hundred feet (200').~~
- ~~— 2. General location of proposed structures.~~
- ~~— 3. Tentative street arrangements, both public and private.~~
- ~~— 4. Amenities to be provided such as recreational areas, open space, walkways, etc.~~
- ~~— 5. General location of parking areas.~~
- ~~— 6. Proposed public sanitary sewer, water and storm drainage.~~

~~—7. A statement showing the proposed density of the project with the method of calculating said density also shown.~~

B. The zoning administrator shall have the authority to refer the sketch plan to the planning commission and/or city council for discussion, review, and informal comment. Any opinions or comments provided to the applicant by the zoning administrator, planning commission, and/or city council shall be considered advisory only and shall not constitute a binding decision on the request. (Ord. 1098, 11-8-2004)

10-15J-5: ~~MINOR PROJECTS~~ SITE PLAN REVIEW:

~~—A. Designation: The following shall be considered minor projects and subject to review procedures as indicated:~~

~~—1. No site plan review required: Building projects that comprise less than ten percent (10%) building footprint expansion (up to 500 square feet) and/or twenty five percent (25%) increase in the assessed value of the structure as determined by the county assessor.~~

~~—2. Administrative review: Building projects that comprise a ten (10) to thirty percent (30%) building footprint expansion and/or twenty five (25) to fifty percent (50%) increase in the assessed value of the structure as determined by the county assessor.~~

AB. Procedure: Administrative review approval of ~~eligible~~ site plans shall be subject to the following procedural requirements:

1. Pursuant to Minnesota statutes section 15.99, an application for site plan approval shall be approved or denied within sixty (60) days from the date of its official and complete submission unless extended pursuant to statute or a time waiver is granted by the applicant. If applicable, processing of the application through required state or federal agencies shall extend the review and decision making period an additional sixty (60) days unless this limitation is waived by the applicant. Plan review will be in accordance with established procedures including the coordinated review by other city departments and divisions as determined by the zoning administrator.

2. Site plans involving properties within approved planned unit developments shall be subject to applicable evaluation criteria in this article.

3. Any variance proposal will automatically require the entire application to be processed in accordance with the planning commission review and city council approval provisions of section 10-3-4 of this title.

4. Administrative approval including all applicable conditions and requirements shall be made in writing by the zoning administrator. The applicant, in addition to all other applicable requirements, shall submit a written acknowledgment of that approval prior to the commencement of any development and prior to the issuance of any permits.

5. Any unresolved dispute as to administrative interpretation of this code, this title, or policy requirements may be formally appealed pursuant to this article.

6. Site plans involving conditionally permitted uses are subject to the review requirements found in chapter 3, article A of this title.

C. Certification Of Taxes Paid: Prior to approving an application for a minor project, the applicant shall provide certification to the city that there are no delinquent property taxes, special assessments, interest, or city utility fees due upon the parcel of land to which the minor project application relates. (Ord. 1098, 11-8-2004)

~~10-15J-6: MAJOR PROJECTS:~~

~~—A. Definition: A "major project" is defined as one or both of the following and subject to review as prescribed in this article:~~

~~—1. Construction on an existing parcel of new structures that may or may not be in conjunction with site improvements on redevelopment site or vacant undeveloped lands; and/or~~

~~—2. Building projects that comprise more than a thirty percent (30%) building footprint expansion and/or fifty percent (50%) increase in the assessed value of the structure as determined by the county assessor. (Ord. 1098, 11-8-2004)~~

~~—B. Procedure:~~

~~—1. Certificate of survey is required.~~

~~—2. Request for site plan approval, as provided within this article, shall be filed with the zoning administrator on an official application form. Such application shall be accompanied by a fee as set out in section 10-3-8 of this title. Such application shall also be accompanied by detailed written and graphic materials, the number and size as prescribed by the zoning administrator, fully explaining the proposed change, development, or use and a list of property owners within three hundred fifty feet (350') of the subject property in a format prescribed by the zoning administrator. The request shall be considered as being officially submitted and complete when the applicant has complied with all the specified information requirements. (Ord. 1098, 11-8-2004; amd. 2008 Code)~~

~~—3. The applicant shall supply proof of ownership of the property for which the site plan approval is requested or supply written authorization from the owner(s) of the property in question to proceed with the requested site plan approval.~~

~~—4. The zoning administrator shall coordinate the review of the site plan and provide general assistance in preparing a recommendation on the action to the planning commission and the city council.~~

~~—5. The planning commission and city staff shall have the authority to request additional information from the applicant concerning operational factors or to retain expert testimony at the expense of the applicant concerning operational factors. Said information is to be declared necessary to evaluate the request and/or to establish performance conditions in relation to all pertinent sections of this title. Failure on the part of the~~

applicant to supply all necessary supportive information may be grounds for denial of the request.

~~—6. The applicant or a representative thereof may appear before the planning commission in order to present information and answer questions concerning the proposed request.~~

~~—7. The planning commission shall recommend such actions or conditions relating to the request as they deem necessary to carry out the intent and purpose of this article.~~

~~—8. Upon receiving the report and recommendation of the planning commission, the city administrator shall schedule the application for consideration by the city council. Such reports and recommendations shall be entered in and made part of the permanent written record of the city council meeting.~~

~~—9. The applicant or a representative thereof may appear before the city council in order to present information and answer questions concerning the proposed request.~~

~~—10. Approval of the site plan shall require passage by a majority vote of the city council.~~

~~—11. Pursuant to Minnesota statutes section 15.99, an application for site plan approval shall be approved or denied within sixty (60) days from the date of its official and complete submission unless extended pursuant to statute or a time waiver is granted by the applicant. If applicable, processing of the application through required state or federal agencies shall extend the review and decision making period an additional sixty (60) days unless this limitation is waived by the applicant.~~

~~—C. Certification Of Taxes Paid: Prior to approving an application for a major project, the applicant shall provide certification to the city that there are no delinquent property taxes, special assessments, interest, or city utility fees due upon the parcel of land to which the major project application relates. (Ord. 1098, 11-8-2004)~~

10-15J-~~67~~: EVALUATION CRITERIA:

~~The planning commission and city council~~City staff shall evaluate the effects of the proposed site plans. This review shall be based upon compliance with the city comprehensive plan, this title, and other city codes and policies. (Ord. 1098, 11-8-2004)

10-15J-~~78~~: INFORMATION REQUIRED:

~~The applicant shall fill out and submit to the Zoning Administrator the application form and all information as required on the form unless a waiver of certain information is granted by the Zoning Administrator. The information required for all site plan applications generally consists of the following items and shall be submitted when requested and specified by the zoning administrator:~~

~~—A. Site Plan:~~

- ~~—1. Certificate of survey.~~
- ~~—2. Name and address of developer/owner.~~
- ~~—3. Name and address of architect/designer.~~
- ~~—4. Date of plan preparation.~~
- ~~—5. Dates and description of all revisions.~~
- ~~—6. Name of project or development.~~
- ~~—7. Scale of plan (engineering scale only, at 1 inch equals 50 feet or less).~~
- ~~—8. North point indication.~~
- ~~—9. Lot dimension and area.~~
- ~~—10. Required and proposed setbacks.~~
- ~~—11. Location, setback and dimension of all buildings on the lot including both existing and proposed structures.~~
- ~~—12. Location of all adjacent buildings located within one hundred feet (100') of the exterior boundaries of the property in question.~~
- ~~—13. Location, number, dimensions, and type of surfacing material of existing and proposed parking spaces.~~
- ~~—14. Location, number, dimensions, and type of surfacing material of existing and proposed loading spaces.~~
- ~~—15. Curb cuts and driveways.~~
- ~~—16. Type of surfacing material.~~
- ~~—17. Vehicular circulation.~~
- ~~—18. Sidewalks and walkways.~~
- ~~—19. Location and type of all proposed lighting.~~
- ~~—20. Location of recreational and service areas.~~
- ~~—21. Location of rooftop equipment and proposed screening.~~
- ~~—22. Provisions for storage and disposal of waste, garbage, and recyclables.~~
- ~~—23. Location, sizing, and type of water and sewer system mains and fire hydrants closest to the property and proposed service connections.~~
- ~~—B. Grading/Storm Water Drainage Plan:~~
 - ~~—1. Existing contours at two foot (2') intervals.~~

- 2. Proposed grade elevations, two foot (2') maximum intervals.
- 3. Drainage plan including configuration of drainage areas and calculations.
- 4. Storm sewer, catch basins, invert elevations, type of castings, and type of materials.
- 5. Spot elevations.
- 6. Proposed driveway grades.
- 7. Surface water ponding and treatment areas.
- 8. Erosion control measures.
- 9. Calculation of total square footage of site to be covered with impervious surfaces.
- C. Landscape Plan:
 - 1. Planting schedule (table) containing:
 - a. Symbols.
 - b. Quantities.
 - c. Common names.
 - d. Botanical names.
 - e. Sizes of plant material.
 - f. Root specification (bare root, balled and burlapped, potted, etc.).
 - g. Special planting instructions.
 - 2. Location, type and size of all existing significant trees to be removed or preserved.
 - 3. Planting detail (show all species to scale at normal mature crown diameter or spread for local hardiness zone).
 - 4. Typical sections in detail of fences, tie walls, planter boxes, tot lots, picnic areas, berms and the like.
 - 5. Typical sections of landscape islands and planter beds with identification of materials used.
 - 6. Details of planting beds and foundation plantings.
 - 7. Note indicating how disturbed soil areas will be restored through the use of sodding, seeding, or other techniques.
 - 8. Delineation of both sodded and seeded areas with respective areas in square feet.
 - 9. Coverage plan for underground irrigation system, if any.

- ~~—10. Where landscape or manmade materials are used to provide screening from adjacent and neighboring properties, a cross through section shall be provided showing the perspective of the site from the neighboring property at the property line elevation.~~
- ~~—11. Other existing or proposed conditions which could be expected to affect landscaping.~~
- ~~—D. Other Plans And Information: (May be required by the zoning administrator.)~~
- ~~—1. Legal description of property under consideration.~~
- ~~—2. Proof of ownership of the land for which a site plan approval has been requested.~~
- ~~—3. Architectural elevations of all principal and accessory buildings (type, color, and materials used in all external surfaces).~~
- ~~—4. "Typical" floor plan and "typical" room plan.~~
- ~~—5. Fire protection plan.~~
- ~~—6. Extent of and any proposed modifications to land within the wetland, shoreland or floodplain district as described and regulated in this title.~~
- ~~—7. Wetland delineation and report.~~
- ~~—8. Type, location and size (area and height) of all signs to be erected upon the property in question.~~
- ~~—9. Certification that all property taxes, special assessments, interest, or city utility fees due upon the parcel of land to which the application relates have been paid. (Ord. 1098, 11-8-2004)~~

10-15J-~~89~~: LAPSE OF APPROVAL:

A. Unless otherwise specified by the zoning administrator or city council as may be applicable, the site plan approval shall become null and void one year after the date of approval, unless the property owner or applicant has substantially started the construction of any building, structure, addition or alteration, or use requested as part of the approved plan. The property owner or applicant shall have the right to submit an application for time extension in accordance with this article.

B. An application to extend the approval of a site plan for up to an additional one year shall be submitted to the zoning administrator not less than thirty (30) days before the expiration of said approval. Such an application shall state the facts of the request, showing a good faith attempt to utilize the site plan approval, and it shall state the additional time being requested to begin the proposed construction. The request shall be heard and decided by the zoning administrator prior to the lapse of approval of the original request. After two (2) years have expired without substantially commencing construction, the site

plan shall become null and void, and no further extensions can be granted. The site plan review process must be reinitiated for projects that have exceeded two (2) years.

C. In making its determination on whether an applicant has made a good faith attempt to utilize the site plan approval, the zoning administrator or the city council, as applicable, shall consider such factors as the type, design, and size of the proposed construction, any applicable restrictions on financing, or special and/or unique circumstances beyond the control of the applicant which have caused the delay. (Ord. 1098, 11-8-2004)

10-15J-~~910~~: SITE IMPROVEMENT PERFORMANCE AGREEMENT AND FINANCIAL GUARANTEE:

Following the approval of the site plan required by this article and before issuance of a building permit, the applicant, as required by the city, shall guarantee to the city the completion of all private exterior amenities as shown on the approved site plan and as required by the site plan approval. This guarantee shall be made by means of a site improvement performance agreement and a financial guarantee as follows:

A. The applicant shall execute the site improvement performance agreement on forms provided by the city. The agreement shall be approved as to form and content by the city attorney and shall define the required work and project completion schedule and reflect the terms of this article as to the required guarantee for the performance of the work by the applicant.

B. The required work includes, but is not limited to, any necessary public improvements (such as sanitary sewer or municipal water), private exterior amenities such as landscaping, private driveways, parking areas, recreational fields, structures or buildings, drainage systems, water quality ponds, wetland mitigation, wetland buffers, erosion control, curbing, fences and screening, and other similar facilities. The required work shall also include all aspects of a tree preservation plan and reforestation plan, if applicable.

C. A financial guarantee shall be submitted with the executed site performance agreement as provided herein:

1. Financial guarantees acceptable to the city include cash escrow, an irrevocable letter of credit, or other financial instruments which provide equivalent assurance to the city and which are approved by the zoning administrator.

2. The term of the financial guarantee shall be for the life of the site improvement performance agreement, and it shall be the responsibility of the applicant to ensure that a submitted financial guarantee shall continue in full force and effect until the zoning administrator shall have approved and accepted all of the work undertaken to be done and shall thereby have released the guarantee or reduced the amount of the guarantee as provided in this section.

3. When any instrument submitted as a financial guarantee contains provision for an automatic expiration date, after which the instrument may not be drawn upon, the

expiration date shall be November 15. Further, it shall be the responsibility of the applicant to notify the city in writing, by certified mail, at least sixty (60) days in advance of the expiration date of the intention to renew the instrument or to not renew the instrument. If the instrument is to be renewed, a written notice of extension shall be provided thirty (30) days prior to the expiration date; if the instrument is not to be renewed, and has not been released by the zoning administrator, another acceptable financial guarantee in the appropriate amount shall be submitted at least thirty (30) days prior to the expiration. The term of any extension shall be approved by the zoning administrator. Upon receipt of an acceptable substitute financial guarantee, the zoning administrator may release the original guarantee.

4. The amount of the financial guarantee shall be established by the zoning administrator based upon an itemized estimate of the cost of all required work. A cash deposit or irrevocable letter of credit shall be in the amount of one hundred ~~twenty five~~ percent (100~~25~~%) of the approved estimated cost. The amount of any other approved financial instrument shall be determined by the zoning administrator.

5. The applicant may submit a separate financial guarantee for that portion of the required work consisting solely of landscaping improvements with another financial guarantee for all other exterior amenities and improvements which comprise the work.

6. The time allowed for completion of the required improvements shall be set out in the site improvement performance agreement. The agreement and the financial guarantee shall provide for forfeiture to the city to cure a default or reimburse the city the cost of enforcement measures. As various portions of such required work are completed by the applicant and approved by the city, the zoning administrator may release such portion of the financial guarantee as is attributable to such completed work. Landscaping materials shall have a two (2) year guarantee provided to the city.

7. The applicant shall notify the city in writing when all or a portion of the required improvements have been completed in accordance with the approved plan and may be inspected. Upon receipt of such notice, the zoning administrator shall be responsible for the inspection of the improvements to determine that the useful life of all work performed meets the average standards for the particular industry, profession, or material used in the performance of the work. Any required work failing to meet such standards shall not be deemed to be complete, and the applicant shall be notified in writing as to required corrections. Upon determination that the work has been completed, including the winter season survivability of all landscape improvements, a notice of the date of actual completion shall be given to the applicant, and appropriate action to release or to reduce the amount of the financial guarantee shall be taken by the zoning administrator. (Ord. 1098, 11-8-2004)

10-15J-101: COMPLIANCE WITH BUILDING AND FIRE CODES:

The review and approval of site improvements pursuant to the requirements of city adopted building and fire codes shall be in addition to the site plan review process

established under this article. The site plan approval process does not imply compliance with the requirements of the building and fire codes. (Ord. 1098, 11-8-2004)

10-15J-1~~2~~1: PLAN AGREEMENTS:

All site and construction plans officially submitted to the city shall be treated as a formal agreement between the building contractor and the city. Once approved, no changes, modifications or alterations shall be made to any plan detail, standard, or specifications without prior submission of a plan modification request to the zoning administrator for review and approval. Significant changes as deemed by the zoning administrator may be subject to council review and approval. (Ord. 1098, 11-8-2004)

10-15J-1~~2~~3: ENFORCEMENT:

The zoning administrator shall have the authority to order the stopping of any and all site improvement activities when and where a violation of the provisions of this article has been officially documented by the building official. (Ord. 1098, 11-8-2004)

10-15J-1~~3~~4: AMENDMENTS TO APPROVED SITE PLANS:

A. ~~Amendments to previously approved site plans shall follow the same administrative review process provided in Section 10-15J-5. Within the I-2 district only, modifications to the previously approved site plan for a major or minor project shall be allowed by administrative review subject to the following procedural requirements:~~

- ~~— 1. Plan review will be in accordance with established procedures on file with the planning department including the coordinated review by other city departments and divisions as determined by the zoning administrator.~~
- ~~— 2. Administrative approval including all applicable conditions and requirements shall be made in writing by the zoning administrator. The applicant, in addition to all other applicable requirements, shall submit a written acknowledgment of that approval prior to the commencement of any development and prior to the issuance of any permits.~~
- ~~— 3. Any unresolved dispute as to administrative interpretation of this code, this title, or policy requirements may be formally appealed pursuant to this title.~~
- ~~— 4. Any variance proposal will automatically require the entire application to be processed in accordance with the planning commission review and city council approval provisions of section 10-3-4 of this title.~~
- ~~— 5. Site plan modifications involving conditionally permitted uses are subject to the review requirements found in chapter 3, article A of this title.~~

~~6B.~~ The zoning administrator may waive or modify data submission application requirements if the zoning administrator determines previously made submissions for the property substantially address the information needed to evaluate the requested modifications. (Ord. 1322, 10-10-2016)

Section Seven. Amendment. Title 11, Chapter 1, **GENERAL SUBDIVISION PROVISIONS**, of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck out~~ text shows the deleted wording and the underlined text shows the language added to the code:

TITLE 11
SUBDIVISION REGULATIONS

CHAPTER 1
GENERAL SUBDIVISION PROVISIONS

SECTION:

11-1-1: Purpose

11-1-2: Definitions

11-1-3: Validity

11-1-4: Building Permits

11-1-5: Variances

~~11-1-6: Waiver Of Platting~~

11-1-~~67~~: Exemptions

11-1-~~67~~-1: Division And Consolidation Of Individual Lots Of Record

11-1-~~67~~-2: Property Divisions Subject To Administrative Approval

11-1-8: Premature Subdivision Prohibited

11-1-1: PURPOSE:

This title is enacted for the purpose of:

- A. Safeguarding the best interests of the public, the homeowner, the subdivider, and the investor;
- B. Encouraging well planned subdivisions by the establishment of adequate standards for design and construction; and

C. In order that new subdivisions will be integrated in the general plans of the city, thereby contributing toward an attractive, orderly, stable and wholesome community environment with adequate municipal services and safe streets. (Ord. 1038, 7-8-2002)

11-1-2: DEFINITIONS:

For the purpose of this title, the following terms, phrases, words and their definitions shall have the meanings given in this section. When consistent with the context, words used in the present tense shall include future tense, words in the singular number shall include the plural, and words in the plural shall include the singular. The masculine gender shall include the feminine and neuter genders.

ADMINISTRATOR: The Inver Grove Heights city administrator.

ALLEY: Any dedicated public way affording a secondary means of vehicular access to abutting property, and not intended for general traffic circulation.

ATTORNEY: The Inver Grove Heights city attorney.

BLOCK: An area of land within a subdivision that is entirely bounded by streets or a combination of streets, exterior boundary lines of the subdivision and/or bodies of water.

BOULEVARD: That portion of a street right of way between the curb or curb line and the property line.

BUILDING: Any structure, temporary or permanent, used or intended for supporting or sheltering any use or occupancy.

BUILDING SETBACK: The minimum horizontal distance from a lot boundary to the nearest vertical surface of a building or structure, except that a roof, eaves or overhang may project up to twenty four inches (24") into the required setback area.

COUNTY OFFICE OF PROPERTY RECORDS: Register of deeds when referring to abstract property or register of titles when referring to registered property under the Torrens system, both of Dakota County, Minnesota.

EASEMENT: A grant by an owner of land for a specific use by persons or agencies other than the owner.

ENGINEER: The Inver Grove Heights city engineer.

FINAL PLAT: A drawing, in final form, showing a proposed subdivision containing all information and detail required by state statutes and by this title to be presented to the city council for approval, and which, if approved, may be duly filed with the county office of property records.

GOVERNING BODY: The Inver Grove Heights city council.

LICENSED ENGINEER: A person licensed as a professional engineer by the state of Minnesota.

LOT: A unit of land designated by plat, metes and bounds, registered land survey, auditor's subdivision, or other accepted means and separated from other parcels or portions by said description for the purpose of sale or lease or separate use thereof. For purposes of measuring the size of the lot, if the lot is not platted, all areas encumbered by public or private road or driveway easements shall be excluded.

LOT AREA: The area of a lot in a horizontal plane bounded by the lot lines. For purposes of measuring the size of the lot, if the lot is not platted, all areas encumbered by public or private road or driveway easements shall be excluded.

LOT, BUTT: A lot at the end of a block and located between two (2) corner lots.

LOT, CORNER: A lot situated at the junction of, and abutting on two (2) or more intersecting streets.

LOT DEPTH: The mean horizontal distance between the front lot line and the rear lot line.

LOT, INTERIOR: A lot other than a corner lot, including through lots.

LOT LINE: The property line bordering a lot, except that where any portion of a lot extends into the right of way, the line of such right of way shall be the lot line for purposes of this title.

LOT LINE, FRONT: That boundary of a lot that abuts a street, and in the case of a corner lot, it shall be the shortest boundary on a street.

LOT LINE, REAR: That boundary of a lot that is opposite the front lot line. If the rear line is less than ten feet (10') in length, or if the lot forms a point at the rear, the rear lot line shall be a line ten feet (10') in length within the lot, parallel to, and at the maximum distance from, the front lot line.

LOT LINE, SIDE: Any boundary of a lot that is not a front lot line or a rear lot line.

LOT OF RECORD: Any lot which is one unit of a plat heretofore duly approved and filed, or one unit of an auditor's subdivision or a registered land survey, or a parcel of land not so platted, subdivided or registered but for which a deed, auditor's subdivision or registered land survey has been recorded in the office of the register of deeds or registrar of titles for Dakota County, Minnesota, prior to the effective date hereof.

LOT, REVERSED FRONTAGE: The first lot to the rear of a corner lot (itself being an interior lot, not a corner lot), the front line of which is a continuation of the side lot line of the corner lot.

LOT, THROUGH: Any lot, other than a corner lot, which abuts more than one street.

OFFICIAL MAP: The Inver Grove Heights official map adopted by the city council.

OUTLOT: A platted lot not to be developed, or to be developed for a use that will not involve a building, or reserved for future replatting before development.

OWNER: Any individual, firm, corporation, association, syndicate, partnership, trust, or any legal entity having sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under this title.

PEDESTRIANWAY: A pedestrian walkway shall be provided between lots where required by the planning commission and/or city council to allow for pedestrian accessibility to streets or public service areas. A pedestrianway is distinguished from a sidewalk principally by its location in areas other than where sidewalks are typically found, which is to say, in boulevards parallel to streets. Unlike typical sidewalks, pedestrianways may also be constructed with bituminous surfaces rather than concrete.

PLANNING COMMISSION OR COMMISSION: The duly appointed planning commission of the city of Inver Grove Heights, Minnesota.

PRELIMINARY PLAT: A drawing clearly marked "preliminary plat" showing salient features of a proposed subdivision as specified in this title.

PROTECTIVE COVENANT: A contract entered into between private parties that constitutes a restriction of the use of a particular parcel of property.

PUBLIC LAND: Land owned and/or operated by a governmental unit.

PUBLICATION: An official notice as prescribed by state statutes.

RESERVE STRIP: Any strip or parcel of land not so included as a part of a buildable lot, except that land indicated as outlots and held for development in the future as buildable lots.

SHALL: Mandatory.

SKETCH PLAN: A sketch of a proposed subdivision showing the information specified in subsection 11-2-5A of this title.

STANDARDS AND SPECIFICATIONS FOR IMPROVEMENTS: The standards and specifications for construction of required improvements in new subdivisions as recommended by the city engineer.

STREET: Any public or private right of way, street, avenue, boulevard, road, parkway, drive, or other roadway that affords a primary means of access to abutting property.

STREET, ARTERIAL: A street which serves or is designed to serve heavy flows of traffic and which is used primarily as a route for traffic between communities and/or heavy traffic generating areas.

STREET, COLLECTOR: A street which serves or is designed to serve as a trafficway for a neighborhood or as a feeder to an arterial street.

STREET, DEAD END OR CUL-DE-SAC: A street with only one vehicular outlet.

STREET, HALF: A street designed to provide access to only one side of the right of way.

STREET, LOCAL: A street to serve primarily as an access to abutting properties.

STREET PAVEMENT: The wearing surface of a street.

STREET, PRIVATE: A street which is not dedicated to the city for public use.

STREET, PUBLIC: A street which is dedicated to the city for public use.

STREET, SERVICE: A marginal access street or frontage road that is generally parallel and adjacent to a major street.

STREET WIDTH: The width of the right of way, measured at right angles to the centerline of the street.

SUBDIVIDER: Any person, firm, corporation, partnership or association who shall lay out any "subdivision" or part thereof as defined in this section, either for himself or others.

SUBDIVISION: The division of any parcel of land into two (2) or more lots, blocks or parcels. The term also includes resubdivision of land and, when appropriate to the context, relates to the process of subdividing.

SURVEYOR: A person duly registered as a land surveyor by the state of Minnesota. (Ord. 1038, 7-8-2002; amd. 2008 Code)

11-1-3: VALIDITY:

If any section, subsection, sentence, clause or phrase of this title is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this title. (Ord. 1038, 7-8-2002)

11-1-4: BUILDING PERMITS:

No building permit shall be issued for construction or improvement on any land required to be subdivided by this title until all requirements of this title have been fully complied with and the plat has been duly filed and recorded with the county. (Ord. 1038, 7-8-2002)

11-1-5: VARIANCES:

A. Permitted Variances:

1. Hardship Cases: The design standards in this title are to be followed unless the city council shall permit a variance because of unusual hardship due to the topography, placement of buildings or other factors making it reasonable to vary the standards set forth

herein without nullifying the intent and purpose of the comprehensive plan or this title. (Ord. 1038, 7-8-2002)

2. Large Scale Developments: The standards and requirements of this title may be modified by the city council in the case of a plan and program for a neighborhood unit which, in the judgment of the city council, will provide adequate public spaces and improvements for the circulation, recreation, light, air and service needs of the tract when fully developed and populated, and which will also provide such covenants or other legal provisions as will assure conformity to and achievement of the plan. (Ord. 1038, 7-8-2002; amd. 2008 Code)

B. Conditions Of Variances: In granting variances and modifications, the city council may require such conditions as will, in its judgment, secure substantially the objective of the standards or requirements so varied or modified. (Ord. 1038, 7-8-2002)

~~11-1-6: WAIVER OF PLATTING:~~

~~—A. Purpose And Intent: A waiver of platting procedure is hereby created wherein exceptions to the subdivision platting procedure contained within chapter 2 of this title are granted subject to specific criteria outlined in this section. The waiver of platting process is intended to provide a means of processing minor property divisions in a manner that is less time consuming to the city and less costly to the property owner.~~

~~—B. Criteria For Waiver:~~

~~—1. The waiver of platting procedure may be utilized when the proposed property subdivision will result in the creation of no more than two (2) parcels from one parcel currently under single ownership, where all of the following criteria are met:~~

~~—a. The requested property division does not cause the need for the dedication of public right of way or other easements.~~

~~—b. The subject property does not lie adjacent to a public roadway shown on a city, county and/or state thoroughfare plan for which right of way dedication will be requested.~~

~~—c. The subject property does not lie adjacent to an existing public right of way for which an additional right of way dedication will be requested.~~

~~—2. Property divisions that do not meet all of the above criteria shall be platted through the subdivision platting procedure outlined in chapter 2 of this title.~~

~~—C. Procedure:~~

~~—1. All requests for approval of a waiver of platting shall be filed with the city planning division. The following documentation shall accompany all requests:~~

~~—a. A completed planning application form with all information to be supplied by the applicant provided.~~

- ~~— b. Legal description of the entire property to be divided.~~
- ~~— c. Legal descriptions of the new parcels to be created.~~
- ~~— d. If the property abuts a state or county roadway, written certification from the appropriate agency shall be provided which:
 - ~~— (1) Approves driveway accesses for the proposed parcels; and~~
 - ~~— (2) Waives the need for the provision of additional rights of way and/or easements.~~~~
- ~~— e. Fifteen (15) copies and reductions at eleven inches by seventeen inches (11"x17") of a topographic map for the subject property shall be provided. Included on the topographic map shall be:
 - ~~— (1) Proposed property boundaries resulting from the waiver of platting request.~~
 - ~~— (2) Scale of map.~~
 - ~~— (3) North point.~~
 - ~~— (4) Proposed building pad locations and elevations.~~
 - ~~— (5) Proposed septic system locations (unsewered properties only).~~
 - ~~— (6) Names and addresses of directly abutting property owners.~~~~
- ~~— f. Processing fee, as established by resolution of the city council.~~
- ~~— 2. A request for approval of a waiver of platting shall not be accepted by the city staff unless all of the above information is provided at the time of application.~~
- ~~— 3. Upon receipt of all documentation outlined above, the request for a waiver of platting shall be scheduled for a review by the city planning commission.~~
- ~~— 4. Requests for approval of a waiver of platting shall be submitted according to the time schedule specified by the planning division staff, which will permit a minimum of ten (10) days' mailing notice of the request to be provided to the directly abutting property owners. Said notice period shall be provided in advance of planning commission consideration of the request. The written notice shall include the following information:
 - ~~— a. Applicant/property owner's name.~~
 - ~~— b. Case number.~~
 - ~~— c. Legal description of properties to be created.~~
 - ~~— d. Date, time and location of planning commission meeting.~~
 - ~~— e. General location of property.~~~~
- ~~— 5. The planning commission shall provide all individuals present at its consideration of the request an opportunity to submit written comments or to provide verbal comments.~~

~~—6. The planning commission, upon considering all testimony, shall forward a recommendation to the city council relative to the request for a waiver of platting. The city council shall have the sole authority for approving or denying all requests for a waiver of platting. Approval of a waiver of platting shall be accomplished by resolution of the city council. Upon approval, the city clerk shall record with the county recorder's office a copy of the council's resolution approving the request.~~

~~—7. In no instance shall more than one waiver of platting request be approved for parcels existing as of the effective date hereof. Parcels created through the waiver of platting process after said effective date shall not be resubdivided through the waiver of platting process. Resubdivision of such parcels shall occur in accordance with the formal subdivision platting process as outlined chapter 2 of this title. (Ord. 1038, 7-8-2002)~~

11-1-7: EXEMPTIONS:

11-1-7-1: DIVISION AND CONSOLIDATION OF INDIVIDUAL LOTS OF RECORD:

A. Chapter 2 of this title shall not apply to the division of one or more lots platted into lots and blocks and designated in a subdivision plat on file and of record in the office of the county auditor or the county recorder into one or more separately described tracts, nor shall said chapter 2 apply to the consolidation of two (2) or more such platted lots or parts thereof into one or more tracts, upon compliance with the following conditions:

1. The owner or owners of such platted lots to be so divided shall file with the planning division a survey showing the lots to be divided or consolidated. The survey shall show the lot dimensions as indicated on the recorded plat and also the proposed division or consolidation thereof. A written description of the division or consolidation proposal shall be filed with the survey; and

2. The separately described tract of land to be conveyed or designated for building permit purposes by reason of such division or consolidation as described upon said proposed plat shall not be less than the minimum dimensions required to secure the minimum lot area specified in title 10 of this code and the design standards specified in chapter 3 of this title.

3. As a result of such division or consolidation as herein authorized, no remaining part of an original subdivision lot shall become a separately described lot upon said proposed plat with a size less than the minimum dimensions required to secure the minimum lot area specified in title 10 of this code and the design standards specified in chapter 3 of this title.

B. Upon receiving a request for division or consolidation of platted lots in accordance with subsection A of this section, the planning staff shall approve the division or consolidation, in writing, and forward a copy of said approval to the county recorder's office. (Ord. 1038, 7-8-2002)

11-1-7-2: PROPERTY DIVISIONS SUBJECT TO ADMINISTRATIVE APPROVAL:

A. Administrative Approval Permitted: It is acknowledged by the city that certain forms of property subdivision do not result in the creation of additional parcels of land or are specifically exempted from the definition of a subdivision in Minnesota statutes section 462.352, subdivision 12. In these instances, it is deemed appropriate to permit administrative approval of property division requests. (Ord. 1038, 7-8-2002)

B. Types Of Property Divisions: The following types of property division requests shall require only administrative approval:

1. The creation of parcels of twenty (20) acres in area, or greater, that are at least five hundred feet (500') in width and area in an A, E or R zoning district.

2. The creation of parcels of five (5) acres in area with a minimum lot width of three hundred feet (300') in all P, B and I zoning districts.

3. The creation of cemetery lots.

4. Property line adjustments resulting from court orders.

5. Property line adjustments that do not result in the creation of an additional parcel of land. All parcels involved must continue to meet all dimensional, area and setback requirements of the zoning district in which the properties are located, in accordance with title 10 of this code.

6. A property division whereby one of the resulting parcels becomes public land and is conveyed to a governmental unit provided all of the resulting parcels either: a) meet the required lot size and lot width standards of the applicable zoning district, or b) are exempt from such standards, or c) a variance has been granted by the city council.

7. A property division whereby one of the resulting parcels becomes public land and is conveyed to a governmental unit and the parcel becoming public land is contiguous to another parcel of public land, provided the resulting parcel not conveyed to a governmental unit either: a) meets the required lot size and lot width standards of the applicable zoning district, or b) a variance has been granted by the city council. (Ord. 1245, 11-14-2011)

C. Information Required: Applicants for administrative approval of a property division shall submit the following information to the planning division staff:

1. A scaled topographic survey showing the parcel of record and the proposed parcel boundaries to be established, including the dimensions and areas of the proposed parcels.

2. Legal description of the parcel of record and proposed legal descriptions of parcels to be created.

D. Conditions Of Approval: The planning division staff may impose certain conditions of approval upon property division requests meeting any one of the criteria listed in subsection B of this section.

E. Written Approval; Copies: The planning division staff's approval of property division shall be in writing. One copy of said approval and survey shall be retained by the planning division staff, a second copy of the approval and survey shall be retained by the applicant and a third copy of the approval and survey shall be forwarded to the county recorder's office. The written approval shall include the legal description of the parcel of record being divided, legal descriptions of the newly approved parcels and any conditions attached to the approval.

F. Rejection Of Request: Any request for administrative approval of a property division that is submitted, but does not meet the criteria of subsections A and B of this section, shall be rejected and returned to the applicant with directions on how to proceed to request approval through either the subdivision platting procedure (chapter 2 of this title) or waiver of platting procedure (section 11-1-6 of this chapter). (Ord. 1038, 7-8-2002)

11-1-8: PREMATURE SUBDIVISION PROHIBITED:

A. Any proposed subdivision deemed premature for development may not be approved by the City Council. The burden of proof shall be on the subdivider to demonstrate to the City Council that the proposed subdivision is not premature. A subdivision may be deemed premature if any of the following conditions exist:

1. Inconsistent with the Comprehensive Plan. A proposed subdivision may be deemed premature if it is inconsistent with the goals, policies, phasing or other requirements of the Comprehensive Plan. Application for a Comprehensive Plan Amendment may be made concurrently with an application for subdivision approval; however, a subdivision application will not be considered for approval by the City Council until and unless any necessary Comprehensive Plan Amendment is approved by the City Council.

2. Inconsistent with the Capital Improvement Plan. A proposed subdivision may be deemed premature if it is inconsistent with the City's Capital Improvement Plan if public improvements, facilities, or services necessary to accommodate the proposed subdivision would not be completed within two (2) years of the date of application unless otherwise extended by the City Council.

3. Lack of Adequate Water Supply. Unless guided as Rural Residential by the Comprehensive Plan, a proposed subdivision may be deemed premature if municipal water is not available to adequately serve the proposed subdivision. Available and adequate service shall mean existing or readily extended; capable of meeting the demands for pressure, fire flow, and system head loss for the subdivision proposed without adverse impacts to the City's existing water supply system; and funded consistent with the phasing in the Comprehensive Plan, the Capital Improvement Plan, and any relevant city ordinances, plans and policies. If guided as Rural Residential by the Comprehensive Plan, a

proposed subdivision shall be deemed premature if a private well(s) cannot be suitably located and permitted to adequately serve the proposed subdivision.

4. Lack of Adequate Waste Disposal System. Unless guided as Rural Residential by the Comprehensive Plan, a proposed subdivision may be deemed premature if the municipal sanitary sewer is not available to adequately serve the proposed subdivision. Available and adequate service shall mean existing or readily extended; capable of meeting the demands for capacity for the subdivision proposed without adverse impacts to the City's existing sanitary sewer system; and funded consistent with the phasing in the Comprehensive Plan, the Capital Improvement Plan, and any relevant city ordinances, plans and policies. If guided as Rural Residential by the Comprehensive Plan, a proposed subdivision shall be deemed premature if a private subsurface sewage treatment system cannot be suitably located and permitted to adequately serve the proposed subdivision.

5. Lack of Adequate Streets. A proposed subdivision may be deemed premature if streets to serve the proposed subdivision are not available. Available shall mean existing or readily extended; capable of meeting the demands for traffic without adverse impacts to the existing public roadway network; and funded consistent with the phasing in the Comprehensive Plan, the Capital Improvement Plan, and any relevant city ordinances, plans and policies. In addition, a proposed subdivision may be deemed premature if the traffic volume generated by the proposed subdivision would create a hazard to public safety and general welfare or create unacceptable levels of congestion on existing or proposed streets as determined by the City Engineer.

6. Lack of Adequate Drainage. A proposed subdivision may be deemed premature if municipal or private surface water management facilities are not available to adequately meet minimum local, watershed and state treatment requirements including downstream infrastructure to manage stormwater. Available and adequate service shall mean existing or readily constructed; capable of meeting the demands for flow capacity and flood protection for the subdivision proposed without adverse impacts to the City's existing storm sewer system; and funded consistent with the phasing in the Comprehensive Plan, the Capital Improvement Plan, and any relevant city ordinances, plans and policies. In addition, a proposed subdivision may be deemed premature where flood plains, poor soils or steep slopes exist in such a manner as to preclude adequate site drainage or treatment of surface water runoff.

7. Inconsistent with State Environmental Review. A proposed subdivision may be deemed premature if it is inconsistent with the rules and policies of the Minnesota Environmental Quality Board, as may be amended. (Ord. 1445, 5-8-2023)

Section Eight. Amendment. Title 11, Chapter 2, **PLATS AND PROCEDURES**, of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

CHAPTER 2

PLATS AND PROCEDURES

SECTION:

11-2-1: Sketch Plan

11-2-2: Neighborhood Meeting

11-2-3: Preliminary Plat

11-2-4: Final Plat

~~11-2-5: Required Information And Data~~

11-2-~~5~~6: Street Naming And Addressing

11-2-1: SKETCH PLAN:

Subdividers may prepare a subdivision sketch plan for review with the city staff. For large acreages in particular, subdividers are urged to avail themselves of this informal review. Such sketch plan will be considered as submitted for informal discussion, ~~and no fee shall be required of the subdivider for the submission of the sketch plan.~~ The applicant shall fill out and submit to the Zoning Administrator the application form and all information as required on the form unless a waiver of certain information is granted by the Zoning Administrator. Submission of the subdivision sketch plan shall not constitute formal filing of the plan with the city. As far as may be practical on the basis of the sketch plan, the city staff will informally advise the subdivider, as promptly as possible, of the extent to which the proposed subdivision conforms to the design standards of this title and the comprehensive plan of the city, and will discuss possible modifications necessary to secure approval of the plan. The informal advice of the city staff is not legally binding, and the sketch plan shall not be deemed a formal application for purposes of Minnesota statutes section 15.99. (Ord. 1038, 7-8-2002)

11-2-2: NEIGHBORHOOD MEETING:

Prior to filing the documents that constitute a complete preliminary plat application, as described in section 11-2-3 of this chapter, the subdivider shall offer to neighboring landowners the opportunity to meet with the subdivider to discuss the subdivision. All property owners within three hundred fifty feet (350') of the property to be subdivided shall be notified in writing by the subdivider of the neighborhood meeting. If the subdivision is not to be serviced by municipal sanitary sewer, property owners within one thousand feet (1,000') of the subject property shall be notified by mail. The neighborhood meeting shall be offered to be held at least ten (10) days prior to filing the preliminary plat application, but no more than thirty (30) days before filing said application. (Ord. 1038, 7-8-2002)

11-2-3: PRELIMINARY PLAT:

A. Required Documents:

1. The applicant shall fill out and submit to the Zoning Administrator the application form and all information as required on the form unless a waiver of certain information is granted by the Zoning Administrator.~~Before subdividing any land within the city, the subdivider shall file the following documents in the offices of the planning division: (Ord. 1038, 7-8-2002; amd. 2008 Code)~~

~~— a. A city application with fifteen (15) copies of the preliminary plat as specified by the planning division including all preliminary plat information required in subsection 11-2-5B of this chapter and scaled reductions at eleven inches by seventeen inches (11"x17").~~

b. Fees and a separate cash escrow as required by ~~section 10-3-8 of this code~~the adopted fee schedule.

~~— c. Abstractor's certificate of property owners within three hundred fifty feet (350').~~

~~— d. Exact legal description of property.~~

~~— e. Minutes or a summary of the testimony presented by neighbors at the neighborhood meeting conducted by the subdivider.~~

~~— 2. When county or state highways are involved, two (2) additional copies of the preliminary plat information specified in subsection A1 of this section shall be furnished.~~

B. Hearing And Notice Requirements:

1. Upon completion of the staff review, the city clerk shall advertise notice of hearing and notify property owners within three hundred fifty feet (350') of subject property of the public hearing by mail at least ten (10) days and not more than thirty (30) days prior to the hearing date. If the subdivision is not to be serviced by municipal sanitary sewer, property owners within one thousand feet (1,000') of the subject property shall be notified by mail at least ten (10) days and not more than thirty (30) days prior to the hearing date.

2. The planning commission shall hold a public hearing on the advertised date and time and afford all interested persons an opportunity to be heard. Within thirty (30) days of the closing of the public hearing, the planning commission shall report its findings or make a recommendation on the preliminary plat.

C. Approval Or Denial Of Plat:

1. Within one hundred twenty (120) days after submission of a complete preliminary plat application, the city council shall approve or deny said preliminary plat; provided, however, that if the subdivider gives written consent to the city, the city shall have additional time to approve or deny said preliminary plat, as so consented by the subdivider.

2. Substantive changes (as determined by city staff) to the approved preliminary plat shall require another public hearing and reconsideration by the planning commission.

3. Approval of the preliminary plat shall be valid for a period of three (3) years unless otherwise specified by the city council. Upon expiration of the time limit, all approvals shall

be null and void, and a new petition and processing shall be necessary to revalidate the preliminary plat.

4. Council action shall be determined by a majority vote of the total number of members of the city council. (Ord. 1038, 7-8-2002)

11-2-4: FINAL PLAT:

A. Filing Final Plat:

1. ~~The applicant shall fill out and submit to the Zoning Administrator the application form and all information as required on the form unless a waiver of certain information is granted by the Zoning Administrator. The subdivider shall file fifteen (15) copies of the final plat including scaled reductions of the same number at eight and one-half inches by eleven inches (8.5"x11") and eleven inches by seventeen inches (11"x17") with the planning division within the time limit set upon the preliminary plat. (Ord. 1038, 7-8-2002; amd. 2008 Code)~~

2. The final plat shall encompass all or a reasonable portion of the property included in the preliminary plat. Said reasonable portion shall be determined by the city council upon recommendation of the city staff.

~~3. Final plat shall include all information required by subsection 11-2-5C of this chapter. (Ord. 1038, 7-8-2002)~~

~~3~~4. The subdivider shall pay all fees established by ordinance of the city council.

B. Referral By Planning Division; Staff Review:

1. Upon filing of the final plat, the planning division shall refer copies to the city staff for their review. (Ord. 1038, 7-8-2002; amd. 2008 Code)

2. Upon completion of staff review, the city administrator shall place the final plat on the agenda of the next regular city council meeting. In the event that city staff finds substantive changes from the approved preliminary plat, the final plat shall be scheduled for a public hearing with the planning commission. The commission shall review and make recommendation to the city council regarding the findings of their review based upon the provisions of this title.

C. Council Action:

1. The city council, by majority vote of the total number of members of the city council, shall approve, deny or refer the final plat to the planning commission or staff with specific instructions for said referral and a specific date for subsequent resubmittal to the city council.

2. Upon approval of the final plat, the city council, where deemed appropriate, shall instruct the staff to prepare a development contract with corresponding financial

assurances in form and content satisfactory to the city attorney and public works director. This does not include simultaneous approval of the final plat and development contract.

3. Upon approval of the development contract by the city council, and the filing of the corresponding financial assurances, the mayor, city clerk, and secretary and chair of the planning commission shall be authorized to sign the final plat. The mayor and city clerk shall also be authorized to sign the development contract.

D. Filing By Subdivider; Fees And Costs:

1. The subdivider, upon approval and signing of the final plat by the city, shall file the final plat with the county and submit proof of said filing to the city. Failure by the subdivider to file the final plat within ninety (90) days shall render city approvals null and void unless an extension is granted by the city council.

2. The subdivider shall submit a Mylar of the final plat to the city for its permanent record. It shall be at a scale of one inch equals one hundred feet (1"=100') ~~as described in subsection 11-2-5C of this chapter.~~

3. The subdivider shall submit all easements, deeds, fees, dedications, contracts or similar documents required as a part of the plat approval before the plat shall have full force and effect and be recognized by the city. No building permits shall be issued until all of the above is received by the city unless otherwise permitted by city ordinance or by action of the city council. In no instance shall an occupancy permit be issued until all of the above information is received and duly recorded.

4. The subdivider shall pay all reasonable costs incurred by the city for review and inspection, including preparation and review of plans, plats, development contracts, agreements and specifications by the engineer, attorney, and planner, and other costs of a similar nature upon receipt of a statement therefor from the city clerk. This payment shall be in addition to the subdivision fee hereinabove provided. (Ord. 1038, 7-8-2002)

~~11-2-5: REQUIRED INFORMATION AND DATA:~~

~~—A. Sketch Plan: Sketch plans shall contain, as a minimum, the following information:~~

~~—1. Tract boundaries.~~

~~—2. North point.~~

~~—3. Streets on and adjacent to the tract.~~

~~—4. Significant topographical and physical features.~~

~~—5. Proposed general street layout.~~

~~—6. Proposed general land use.~~

~~—7. Name of owner and/or developer.~~

~~—8. Zoning on and adjacent to tract.~~

~~—B. Preliminary Plat: A preliminary plat shall contain the following information:~~

~~—1. Identification And Description:~~

~~—a. Proposed name of subdivision, which name shall not duplicate or be similar to the name of any other plat.~~

~~—b. Location by section, town, range or by other legal description.~~

~~—c. Names and addresses of the owner, subdivider, surveyor and designer of the plan.~~

~~—d. Graphic scale.~~

~~—e. North point.~~

~~—f. Date of preparation.~~

~~—g. Certification by surveyor certifying to accuracy of survey.~~

~~—2. Existing Conditions:~~

~~—a. Boundary line of proposed subdivision clearly indicated.~~

~~—b. Existing zoning classification, if any.~~

~~—c. Total acreage.~~

~~—d. Location, widths and names of all existing or previously platted streets or other public ways, showing type and width and condition of improvements, if any, railroad and utility rights of way, parks and other public spaces, permanent buildings and structures, easements and section and corporate line within the tract, and to a distance of one hundred feet (100') beyond the tract. Such data as grades, invert elevations and locations of catch basins, manholes and hydrants, if any, shall also be shown.~~

~~—e. Boundary lines of adjoining unsubdivided or subdivided land within one hundred feet (100'), identifying by name and ownership.~~

~~—f. Topographical data, including contours at vertical intervals of not more than two feet (2'), except that contour lines shall be no more than one hundred feet (100') apart. Watercourses, marshes, wooded areas, rock outcrops, power transmission poles and lines, buildings and other significant features shall also be shown.~~

~~—g. All elevations, topography and vertical control data shall be tied to sea level datum 1929 general adjustments. Temporary bench marks shall be established within the boundaries of the subdivision. Descriptions, reference ties and elevations of the bench marks shall be furnished to the city engineer.~~

~~—h. Reference to recorded subdivision plat or adjoining platted land by record, name, date and number.~~

~~— i. The location and size of all existing sanitary sewers, water or storm sewers, trunks, laterals or services on or adjacent to the property.~~

~~— 3. Design Features:~~

~~— a. Primary control points, with descriptions and ties to such control points to which all dimensions, angles, bearings and similar data on the plan shall be referred.~~

~~— b. Tract boundary lines, right of way lines of streets, easements and other rights of way and property lines of residential lots and other sites, with accurate dimensions, bearings or deflection angles and radii, arcs and central angles of all curves.~~

~~— c. Name and right of way width of each street or other right of way.~~

~~— d. Location, dimensions and purpose of any easements.~~

~~— e. An identification system for all lots and blocks.~~

~~— f. Site data including number of residential lots, typical lot size, and acres in park, etc.~~

~~— g. Sites, if any, to be reserved for parks or other public uses.~~

~~— h. Sites, if any, for multi-family dwellings, shopping centers, churches, industry or other nonpublic uses exclusive of single-family dwellings.~~

~~— i. Minimum building setback line on all lots and other sites with the width of lot shown at setback line.~~

~~— j. Location and description of monuments.~~

~~— 4. Preliminary Grading And Drainage Plan: A preliminary grading and drainage plan including earthwork quantities, final grades (3:1 maximum slopes, 4:1 preferred maximum), building pad elevations, existing and proposed topography at two foot (2') intervals, drainage calculations, 10-year storm pipe design, 100-year storm level of protection, direction of drainage around each building pad location, and appropriate easements as required.~~

~~— 5. Preliminary Erosion Control Plan: A preliminary erosion control plan including method, location and detail of erosion control measures.~~

~~— 6. Preliminary Utility And/Or On Site Sewage Treatment Plan:~~

~~— a. Plan and profile showing existing utilities, proposed utilities, connection with existing utilities (water main, sanitary sewer, storm sewer), and appropriate easements as required.~~

~~— b. Note whether utilities will be publicly or privately constructed, owned and maintained.~~

~~— c. For plats in the unsewered portion of the city, two (2) drainfield locations shall be shown for each proposed lot. (Must be located in undisturbed soil.)~~

—7. Preliminary Street Plan: Plan and profile showing internal roads, grades, lengths of cul-de-sacs, curb data (horizontal and vertical), connection to existing streets or platted rights of way, provisions for future extensions or connections to adjacent land, and appropriate easements or rights of way.

—8. Preliminary Wetland Plan: Plan showing fill or draining of any wetland including sequencing justification and proposed mitigation consistent with the wetland conservation act. All wetlands must be delineated in accordance with the wetland conservation act.

—9. Preliminary Tree Preservation Plan: Plan showing location, size and species of all significant trees (8 caliper inches or greater for deciduous trees, 10 feet in height for coniferous trees) within thirty feet (30') of grading limits, including those trees to be preserved and those to be removed.

—10. Preliminary Reforestation Or Landscape Plan: Plan showing reforestation required by title 10, chapter 15, article D of this code and landscaping required by section 10-15-11 of this code. The plan must identify location, size, species and quantity of plant materials.

—11. Urban Development Concept Plan: All lands designated for residential development by the comprehensive plan that are located within the A agricultural and E-1 and E-2 estate zoning districts are outside of the metropolitan urban service area (MUSA), and have a gross land area of twenty (20.0) acres or more shall provide a concept plan indicating the manner in which land could be developed at urban densities. The urban development concept plan should be designed to current subdivision standards for urban development. In designing the subdivision, the following considerations should be made:

—a. The proposed street layout for the urban subdivision overlay may, at the discretion of the city council, be required to integrate with the rural plat to maximize the use of existing built roadways and connections to off site systems. All street rights of way for the urban development concept plan may, at the discretion of the city council, be required to be platted as part of the rural plat to secure the integrity of future urban platting.

—b. Lot size and arrangement may, at the discretion of the city council, be required to be based on the R-1C one-family residential district standards. House pad locations for the rural development may, at the discretion of the city council, be required to be indicated on the concept plan and be consistent with urban zoning standards so as to maximize efficient resubdivision of the rural lots into urban lots.

—c. Areas for potential park land dedication and trail connections shall be identified as outlots that are suitable for dedication to the city if required by the city council.

—d. The potential location of easements for drainage, municipal water, sanitary sewer, and storm sewer systems may, at the discretion of the city council, be required to be shown in the urban development concept plan, including connection points for utility systems at the plat boundaries. Such easements may be required to be dedicated together with the rural plat if the city council requires it.

~~—e. The preliminary storm drainage system design may, at the discretion of the city council, be required to include proper pipe sizing and storm water ponding improvements for the urban development.~~

~~—f. This urban development concept plan shall be submitted together with the application for final plat.~~

~~—12. Letter Regarding County Or State Rights Of Way: Letter from the county and/or MN/DOT containing recommendations and/or regulations on access or right of way requirements, if the property abuts county or state roads or rights of way, or proposes access to a state or county road.~~

~~—13. Supplementary Data: The following supplementary data shall be supplied with preliminary plat:~~

~~—a. Names of record owners of adjoining unplatted land.~~

~~—b. Protective covenants in form for recording, if any.~~

~~—c. Other information such as certificates, affidavits, endorsements, photographs, traffic studies or other information as may be required by the city council and/or the planning commission and/or city staff in the enforcement of this title.~~

~~—d. Soil borings and analysis, if required by the city engineer or chief building official.~~

~~—e. Evidence that ground water control is at least ten feet (10') below the level of finished grades or plan for solving ground water problems, if required by the city engineer.~~

~~—f. The size and dimension of all lots.~~

~~—g. Notarized certification by owner and by any mortgage holder of record of the adoption of the plat and the dedication of streets and other public areas.~~

~~—C. Final Plat:~~

~~—1. The final plat shall be on sheets twenty inches (20") wide by thirty inches (30") long and shall be at a scale of one hundred feet equals one inch (100'=1") or such other standard scale as approved by the city engineer, and in all other respects shall comply with Minnesota statutes. Where necessary, the final plat may be on several sheets accompanied by a key map showing the entire subdivision. For large subdivisions, the final plat may be submitted for approval progressively in contiguous sections satisfactory to the city council. The final plat shall contain the following information:~~

~~—a. Certifications showing that all taxes due on the property to be subdivided have been paid in full.~~

~~—b. An attorney's opinion of title showing title or control of the property to be subdivided in the application.~~

~~—c. Name of the subdivision, which shall not duplicate or too closely approximate the name of any existing subdivision.~~

~~— d. Location by section, township, range, county and state, and including descriptive boundaries of the subdivision, based on an accurate traverse, giving angular and linear dimensions which must mathematically close. The allowable error closure of any portion of a final plat shall be one foot (1') in seven thousand five hundred feet (7,500').~~

~~— e. The location of monuments shall be shown and described on the final plat. Locations of such monuments shall be shown in reference to existing official monuments on the nearest established street lines, including true angles and distances to such reference points or monuments.~~

~~— f. Location of lots, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet, with the length of radii and/or arcs of all curbs, and with all other information necessary to reproduce the plat on the ground shall be shown. Dimensions shall be shown from all angle points of curb to lot lines.~~

~~— g. Lots shall be numbered clearly. Blocks are to be numbered with numbers shown clearly in the center of the block.~~

~~— h. The exact locations, widths and names of all streets.~~

~~— i. Locations and widths of all easements.~~

~~— j. Name and address of surveyor making the plat.~~

~~— k. Scale of plat (the scale to be shown graphically on a bar scale), date and north arrow.~~

~~— l. Statement dedicating all easements as follows: Drainage facilities are reserved over, under, and along the strips marked "utility easements".~~

~~— m. Statement dedicating all streets, alleys and other public areas not previously dedicated as follows: Streets, alleys and other public areas shown on this plat and not heretofore dedicated to public use are hereby so dedicated.~~

~~— n. Certification by registered surveyor in the form required by Minnesota statutes section 505.03, as amended.~~

~~— o. Execution of all owners of any interest in the land and any holders of a mortgage thereon of the certificates required by Minnesota statutes section 505.03, as amended, and which certificate shall include a dedication of the utility easements and other public areas in such form as approved by the city council.~~

~~— p. Space for certificates of approval and review to be filled in by the signatures of the chair and secretary of the city planning commission and the mayor and deputy city clerk.~~

~~— 2. Additional plans to be submitted with the final plat include the following:~~

~~— a. Final Utility Plan:~~

~~——(1) Plan and profile showing existing utilities, proposed utilities, connection with existing utilities (water main, sanitary sewer, storm sewer), and appropriate easements as required.~~

~~——(2) Note whether utilities will be publicly or privately constructed, owned and maintained.~~

~~——(3) For plats in the nonutilitied portion of the city, note drainfield locations on proposed lots. (Must be located on undisturbed soil.)~~

~~b. Final Wetland Plan: Plan showing fill or draining of any wetland including sequencing justification and proposed mitigation consistent with the wetland conservation act¹. All wetlands must be delineated in accordance with the wetland conservation act.~~

~~——c. Final Tree Preservation Plan: Plan showing location, size and species of all significant trees (8 caliper inches or greater for deciduous trees, 10 feet in height for coniferous trees) including trees to be preserved and removed and those within thirty feet (30') of grading limits.~~

~~——d. Final Reforestation Or Landscape Plan: Plan showing reforestation required by title 10, chapter 15, article D of this code and landscaping required by subsection 10-15-11A of this code. The plan must identify location, size, species and quantity of plant materials.~~

~~——e. Soil Borings And Analysis: Soil borings and analysis to show existence of suitable soils to accommodate two (2) septic system sites, per title 8, chapter 5 of this code.~~

~~——f. Final Street Plans: Final street plans for requirements established in chapter 3 of this title.~~

~~——g. Urban Development Concept Plan: All subdivisions required by the city council to conform to the standards of the urban development concept plan found in subsection B11 of this section must submit the necessary documents to implement the plan in the future. (Ord. 1038, 7-8-2002)~~

11-2-~~56~~: STREET NAMING AND ADDRESSING:

A. Assignment; Manual Adopted: The city shall be responsible for assigning street names and addresses for all subdivisions utilizing the Dakota County uniform street naming and addressing system procedure manual, dated November 17, 2008, as amended from time to time, which is approved, adopted and added by reference to the subdivision ordinance pursuant to authority granted in Minnesota statutes 471.62 and shall be kept and maintained in a separate binder in the office of the city clerk for use by the public.

B. Performance Standards:

1. Private streets are subject to the provisions of this section.
2. With respect to all street names and addresses assigned pursuant to this section, the following regulations shall apply:

- a. Street signs for public streets shall be green in color.
- b. Street signs for private streets shall be brown in color.
- c. Address numbers, building numbers or approved building identification shall be placed in a position that is plainly legible and visible from the street or road fronting the property.
- d. Address numbers, building numbers or approved building identification shall contrast with their background.
- e. Address numbers, building numbers or approved building identification shall be Arabic numerals or alphabet letters.
- f. Address numbers, building numbers or approved building identification shall be a minimum of four inches (4") (102mm) high with a minimum stroke width of 0.5 inches (12.7mm). (Ord. 1188, 4-27-2009)

Section Nine. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2025.

CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

PLANNING COMMISSION MINUTES – CITY OF INVER GROVE HEIGHTS

Tuesday, January 6, 2026 – 7:00 p.m.
City Council Chambers – 8150 Barbara Avenue

1. CALL TO ORDER

Chair Weber called the Planning Commission Meeting to order at 7:00 p.m.

The Pledge of Allegiance was recited.

2. ROLL CALL

Commissioner(s) Present: Jonathan Weber (Chair)
Scott Clancy (*Vice-Chair*)
Lance Twedt (Secretary)
Aida Schaefer
Jason Teiken
Connor Gosell
Robert Heidenreich
Amy Hunting

Commissioner(s) Absent: Dennis Wippermann – *excused*

Staff Present: Kevin Shay, Planning Manager
Ben Schneider, Senior Planner
Stacy Bodsberg, Community Development Support Specialist

3. APPROVAL OF AGENDA

Motion by Twedt, Second by Heidenreich, to Approve the Agenda as Published.

Ayes: 8

Nays: 0 Motion Carried.

4. CONSENT AGENDA

A. Minutes of the December 2, 2025, Planning Commission Meeting.

Motion by Hunting, Second by Twedt, to Approve the Minutes as Submitted.

Ayes: 8

Nays: 0 Motion Carried.

5. PUBLIC HEARING

A. Request for a Variance from the Maximum Permitted Square Footage of an Accessory Structure in the E-1, Estate Zoning District for a lot between 2.5-3.3 acres and a Variance from the Minimum Side Yard Setback for an Accessory Structure that exceeds 1,000 square feet in the E-1, Estate Zoning District, located at 8313 Delaney Circle.

Reading of Public Notice

Secretary Twedt read the Public Hearing Notice.

Presentation of Request

Senior Planner Schneider presented the staff report.

Background

Existing Zoning: Estate E1

Guided Land Use: Rural Density Residential

The existing accessory structure is 896 square feet and is located on the southern portion of the property. The applicant is proposing to expand the structure to 1,792 square feet, effectively doubling its size. The proposed addition is generally located to the west of the existing structure.

Two variances are required to accommodate the request. The first variance is to exceed the maximum allowed accessory structure size of 1,600 square feet by 192 square feet. The second variance is to reduce the required 50-foot side yard setback by 19 feet, resulting in a proposed setback of 31 feet.

A power line easement is located along the rear portion of the property. Any work within this area requires approval from Xcel Energy. Since publication of the meeting packet, the applicant has received written authorization from Xcel Energy, contingent upon City approval, allowing the proposed expansion within the easement area.

Variance Criteria Evaluation

- Harmony with City Code and Comprehensive Plan: Not Met
 - The accessory structure is located well over 10 feet from the southern property line, maintaining adequate separation from the neighboring home. The City Code establishes a 1,600 square foot maximum to limit the overall size of accessory structures, independent of setback requirements.
- Use of the property in a reasonable manner: Met
- Circumstances are unique to the property and not created by the landowner: Not Met
 - Alternative options may be feasible, including expanding to the south despite trees and grade changes, expanding to the north subject to Xcel Energy approval, or constructing a new structure east of the driveway, which would avoid setback issues but at a higher cost.
- Alter the essential character of the locality: Not Met
 - Review of the surrounding neighborhood indicates that most accessory structures comply with both setback and size requirements.
- Does not rely on economic considerations alone: Met

Chair Weber asked whether locating the accessory structure on the opposite side of the driveway had been considered.

Planner Schneider noted that locating a new, code-compliant structure on the opposite side of the driveway could serve as an alternative, as the existing structure would then need to be removed or relocated, eliminating the need for a setback variance.

Commissioner Twedt inquired as to what occurred first, the utility easement or the property being built.

Planner Schneider stated that while he was not completely certain, his reasonable assumption is that the power line predates 1980, based on his recollection that the easement existed prior to the neighborhood being subdivided in 1980.

Commissioner Twedt asked for clarification as to whether the power line easement existed when the original accessory structure was constructed and whether it was built within the easement despite that condition.

Planner Schneider clarified that the Xcel Energy easement does not prohibit structures but requires written approval from Xcel Energy confirming there are no issues with the proposed construction.

Commissioner Twedt asked whether a power line easement is substantially different from an easement for buried electrical infrastructure.

Planner Schneider explained that public electric lines are typically located within standard drainage and utility easements, which are shown along the perimeter of the property and are common on most platted lots in the City. Structures are not permitted within drainage and utility easements, even with a variance. He clarified that the easement affecting this property is not a drainage and utility easement.

Opening of Public Hearing

Brian and Julie Bischoff, 8313 Delaney Circle, Applicant, stated that they received the staff report, but they have multiple questions. Mr. Bischoff stated that the practical difficulty arises from the proximity of the existing garage to the power line, which prevents Xcel Energy approval for any garage expansion and prompted the variance request. He explained that the issue was not self-created, as it did not result from changes to the property or buildable area, but from existing infrastructure constraints. He expressed concern that suggested alternatives, such as demolishing and relocating an existing, fully finished structure or constructing additions in less desirable locations, would be excessively costly, impractical, and aesthetically unfavorable. He further disagreed with staff's characterization of neighborhood conditions, citing nearby examples of larger or nonconforming accessory structures, and noted that adjacent neighbors support the proposed location. He concluded by stating that the request is a reasonable improvement constrained by external limitations and expressed frustration with the process.

Chair Weber apologized for the difficulty of the variance process and explained that while a request may seem straightforward, the City applies specific standards to ensure fairness, with the variance process allowing the Planning Commission and City Council to determine reasonableness.

Commissioner Hunting inquired as to whether the property owners built this home or purchased.

Mr. Bischoff stated that they purchased the property with the home already built.

Commissioner Schaefer inquired as to how the circumstances are unique to the property and not created by the property owner.

Mr. Bischoff stated that he purchased the property about 10 years ago, renovated the home, and finished the existing shop. He explained that the power line likely predates the house, has since expanded, and creates safety concerns that make garage expansion infeasible under Xcel Energy guidance.

He further stated that the variance request is driven by the inability to expand the existing garage due to the 345 kV power line. He explained that the proposed location minimizes visibility and tree removal, and that the additional 192 square feet is requested only because garage expansion is not feasible.

Commissioner Schaefer asked for clarification that the claimed unique circumstance is the inability to expand the garage, rather than the owner's personal storage needs.

Mr. Bischoff responded that expansion of the existing house or garage is not possible due to the location of the power lines, and that Xcel Energy has clearly indicated this is not permitted.

Susan Becker, 8309 Delaney Circle, stated that she is confused as to when the powerline easement was created this large. Is in favor of the request and does not believe that the easement is that large.

Cody Taubman, 8314 Delaney Circle, stated that they are in favor of their neighbors request to obtain the Variances.

Chair Weber closed the Public Hearing at 7:24 p.m.

Recommended Action

- Motion to recommend Denial of the Variance

Planning Commission Discussion

Chair Weber asked whether the utility easement is established at the request of the utility company.

Planner Schneider responded that the Xcel Energy easement is a private easement, not a City easement. He explained that while the boundary shown is based on City GIS records and is not official, it closely reflects the easement depicted on the recorded plat, and that structures predating the easement are typically not subject to enforcement by Xcel Energy.

Chair Weber asked whether accessory structure size is measured by interior square footage or exterior dimensions.

Planner Schneider responded that accessory structure size is typically measured by the interior, usable square footage.

Chair Weber requested clarification on whether the 1,792 square foot figure shown on the plans reflects exterior dimensions or interior usable square footage. He emphasized the need for precision when considering a variance and asked whether plans identifying interior square footage are available to ensure the variance amount is accurately calculated.

Planner Schneider stated that interior square footage was not included in the presentation and that the plans in the packet reflect exterior dimensions. He noted that the request is based on a total of 1,792 square feet and that further clarification could be provided if needed.

Chair Weber asked Mr. Bischoff whether he knew the actual interior square footage of the proposed building.

Mr. Bischoff responded but I couldn't hear the response in the video.

Speaker ?? agreed that accounting for wall thickness would reduce the interior square footage by approximately 300 square feet compared to the exterior measurements and acknowledged that interior square footage information should have been provided for clarity.

Chair Weber stated that the square footage calculation should account for wall thickness on the existing structure as well and indicated that subtracting a full foot on each side would be excessive.

Speaker ?? clarified that accessory structures are measured by gross square footage, defined in City Code as the area measured from the exterior face of the exterior walls. Under this definition, the proposed structure would be 1,792 square feet, as specified in the City Code definition section.

Commissioner Clancy stated that there appears to be sufficient practical difficulty to consider the setback variance due to the power line and Xcel Energy constraints limiting expansion options. He noted, however, that he was struggling to identify a practical difficulty that would justify the requested increase in allowable square footage.

Commissioner Hunting stated that after visiting the property and reviewing the neighborhood, she could support the setback variance given neighbor agreement but could not support the requested increase in accessory structure size.

Commissioner Twedt asked whether the proposal could be revised to comply with City Code by reducing the size of the structure and resubmitted for consideration.

Planner Schneider explained that if the second variance were denied, the applicant could either proceed to City Council with the remaining variance request or revise the plans to reduce the

structure size. In that case, the City Council would consider one fewer variance, depending on the applicant's decision.

Chair Weber asked whether reducing the structure to 1,600 square feet would eliminate the need for a variance and require only a building permit.

Planner Schneider clarified that a setback variance would still be required, but if City Council denies the size increase and approves the setback variance, the applicant could proceed with a building permit for a 1,600 square foot structure without returning for additional variance approvals.

Motion by Clancy, Second by Teiken, to Approve a Variance from the minimum side yard setback for an accessory structure that exceeds 1,000 square feet in the E-1, Estate Zoning District. Because of the utility easement.

Ayes: 8

Nays: 0 Motion Carried.

Motion by Clancy, Second by Heidenreich, to Deny a Variance from the maximum permitted square footage of an accessory structure in the E-1, Estate Zoning District for a lot size between 2.5-3.3 acres.

Ayes: 8

Nays: 0 Motion Carried.

This item is tentatively scheduled to go before the City Council on January 26, 2026.

B. Text Amendments to Zoning Ordinance Chapters 3, 14, and 15, and Changes to the Subdivision Ordinance for the Purpose of Updating Process and Requirements for certain Planning Applications. (*Tabled Item from Planning Commission Meeting, December 2, 2025*)

Presentation of Request

Planning Manager Shay presented the staff report.

Planning Commission Discussion

Commissioner Heidenreich questioned if

Motion by Weber, Second by Clancy, to Approve an update to the Variance section of the City Code referring to "practical difficulty" standard to comply with State Statute.

Ayes: 8

Nays: 0 Motion Carried.

Motion by Weber, Second by Clancy, to Approve the removal of the Determination of Substantially Similar Use section from the City Code.

Ayes: 7

Nays: 1 (Schaefer) Motion Carried.

Motion by Weber, Second by Clancy, to Approve the removal of the Northwest Area Environmental Studies Fee from the City Code.

Ayes: 6

Nays: 2 (Schaefer, Hunting) Motion Carried.

Motion by Weber, Second by Clancy, to Approve a change from a super majority vote (4/5) to a simple majority vote (3/5); remove exemption for I-2 zoning district; and remove specific environmental review language for Conditional Use Permit section.

Ayes: 4

Nays: 4 (Schaefer, Hunting, Teiken, Heidenreich) Motion Failed.

Motion by Weber, Second by Clancy, to Approve a change from a super majority vote (4/5) to a simple majority vote (3/5); remove exemption for I-2 zoning district; and remove specific environmental review language for Interim Use Permit section.

Ayes: 3

Nays: 5 (Schaefer, Hunting, Teiken, Twedt, Heidenreich) Motion Failed.

Motion by Heidenreich, Second by Teiken, to Deny a change from a super majority vote (4/5) to a simple majority vote (3/5); remove exemption for I-2 zoning district; and remove specific environmental review language for Interim Use Permit section.

Ayes: 5

Nays: 3 (Gosell, Weber, Clancy) Motion Carried.

Motion by Weber, Second by Clancy, to Approve the removal of the distinction between “Minor” and “Major” Site Plan Reviews; Move the review process to administrative; and change from 125% to 100% for financial guarantees for Site Improvement Performance Agreements (SIPA’s).

Ayes: 4

Nays: 4 (Schaefer, Hunting, Teiken, Heidenreich) Motion Failed.

Motion by **Weber**, Second by **Clancy**, to Approve the removal of requiring a Final Planned Unit Development to be reviewed by the Planning Commission prior to going before the City Council.

Ayes: 3

Nays: 5 (Schaefer, Hunting, Teiken, Heidenreich, Twedt) Motion Failed.

Motion by **Heidenreich**, Second by **Teiken**, to Deny the removal of requiring a Final Planned Unit Development to be reviewed by the Planning Commission prior to going before the City Council.

Ayes: 5

Nays: 3 (Gosell, Weber, Clancy) Motion Carried.

Motion by Weber, Second by Clancy, to Approve the removal of Waiver of Platting section from the City Code.

Ayes: 8

Nays: 0 Motion Carried.

This item is tentatively scheduled to go before the City Council on January 26, 2026.

7. REGULAR BUSINESS

None.

8. ADJOURN

Motion to adjourn the meeting at 8:30 p.m.

Respectfully submitted by Tammy Greenlee, Recording Secretary.