



# Inver Grove Heights Parks and Recreation Advisory Committee

Wednesday, March 11, 2026 at 7:00 PM

8150 Barbara Avenue, Inver Grove Heights, MN 55077

## AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Presentations**
  - A. Matt Moynihan, Club House Superintendent – Inver Wood Golf Course
4. **Announcements**
  - A. April Meeting – Wednesday, April 8, 2026, at 7:00 pm
5. **Consent Agenda**

All items on the Consent Agenda are considered routine and have been made available to the Commission 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 Commission member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

  - A. Approval of Agenda
  - B. Approval of Meeting Minutes from February 11, 2026
6. **Public Comment**

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

Items that are brought back to the Commission for action from a previous meeting
8. **Regular Agenda**
  - A. 2026 Tree Replacement Plan
  - B. Park Dedication - Glenlin Development
  - C. Park Dedication — Dawson Woods Development
9. **Administrative Presentations**
  - A. Recreation Superintendent Update
  - B. Parks Superintendent Update
10. **Commission Comments**
11. **Adjourn**

**March 11, 2026 - Parks and Recreation Advisory Committee Agenda**

**Inver Grove Heights  
Parks and Recreation Advisory Commission  
City Hall Council Chambers - 8150 Barbara Avenue  
Wednesday, February 11, 2026 - 7:00 p.m.**

**1. CALL TO ORDER:**

Chair Cook called the February 11, 2026, Parks and Recreation Advisory Commission Meeting to order at 6:00 p.m.

**2. ROLL CALL:**

**Present:** Chair Steve Cook; Commissioners: Luisa Torres, Sandy Christensen, Niki Barker, Lukas Johnson, Kurt Stangler, Tracy Mulcahy, and Abby Heidenreich

**Absent:** Bill Skar

**Others Present:** Parks and Recreation Director Adam Lares, Parks Superintendent Brian Swoboda, Recreation Superintendent Julie Dorshak

**3. PRESENTATIONS:**

There was none.

**4. ANNOUNCEMENTS:**

A. The March meeting is scheduled for Wednesday, March 11, at 7:00 p.m.

**5. CONSENT AGENDA:**

A. Approval of Agenda

B. Approval of Meeting Minutes from January 14, 2026

**Motion by Commissioner Barker, Second by Commissioner Johnson to approve the January 14 Minutes and the Consent Agenda.**

**Ayes: 8**

**Nays: 0      Motion carried.**

**6. PUBLIC COMMENT:**

There was none.

**7. UNFINISHED BUSINESS:**

There was no unfinished business.

**8. REGULAR AGENDA:**

**C. Consider Approval of 2026 Parks and Recreation Work Plan**

Parks and Recreation Director Lares outlined the 2026 Work Plan, which establishes the priorities and focus areas for Parks and Recreation efforts in the coming year.

A work session was held on February 11, 2026, at 5:00 p.m. to develop the 2026 Work Plan. Several initiatives and projects were carried over from previous years to ensure continuity of ongoing efforts, and new items were added to address emerging priorities and community needs.

Key work plan items include reviewing and recommending acceptance of park dedication for new housing developments in alignment with the City's Comprehensive Plan, advancing Northwest Area Parkland Land Acquisition, initiating master planning for the southwest area of Rich Valley Park, developing a lighting policy for the Rock Island Swing Bridge, and strengthening community engagement through recreation programming.

#### **Action Requested**

- Approval of the 2026 Work Plan was requested to formally adopt the identified priorities and proceed with the outlined initiatives for the year.

#### **Motion by Commissioner Christensen, seconded by Commissioner Barker, to Approve the 2026 Parks and Recreation Work Plan.**

**Ayes: 8**

**Nays: 0      Motion carried.**

### **9. ADMINISTRATIVE PRESENTATIONS**

#### **A. Parks Superintendent Update**

Parks Superintendent Swoboda updated the Commission on the following:

- Crews are in a routine winter maintenance pattern due to mild conditions and lack of snow.
- Outdoor rinks are still being shaved, cleaned, and flooded and remain in good condition, with warmer temperatures potentially impacting conditions. The goal is to maintain rinks through Presidents Day, with a decision at that time on whether to continue operations.
- Warming houses and restrooms are being cleaned, and picnic tables are being repaired, including board replacement and repainting.
- Tree trimming is ongoing across multiple parks.
- Equipment is being serviced and prepped for spring, including tines, aerators, blade sharpening, oil changes, and planning for winter equipment changeover.
- Vendor coordination is underway to procure field chalk, paint, fertilizer, seed, and cleaning supplies, including planning for stocking and maintaining the new restrooms and mechanical rooms at Heritage Village Park ahead of the planned June opening.
- The Salem Hills Park parking lot project is scheduled to go out for bid April 7 with construction anticipated to begin May 4, though timing may shift depending on coordination with street projects.
- Work is ongoing on the Tree Preservation Fund to support tree and invasive species management.
- Coordination with the Minnesota DNR Fisheries Group, which has committed funding for weed harvesting and herbicide treatment at Simley Island Lake and Gun Club Lake.

Chair Cook stated it was great that assistance is being coordinated for aquatic weed management, with the Minnesota DNR involved, helping reduce the cost and workload for the City.

Parks Superintendent Swoboda noted that the work will be contracted out and that the Minnesota DNR will fund a significant portion of the cost.

Commissioner Mulcahy asked whether the project scope includes the Salem House parking lot, the roadway leading up to the parking lot, and both parking lots.

Parks Superintendent Swoboda clarified that the full roadway will not be included, as the first portion was replaced approximately 3 to 4 years ago. The work will cover the area from the water tower entrance around both sides of the lot and will include a reconfiguration to add approximately 8 to 9 additional parking spaces.

## **B. Recreation Superintendent Update**

Recreation Superintendent Dorshak updated the Commission on the following:

- Community Center activity remains very high, including hosting the Girls Section Hockey tournament game with over 1,000 attendees, providing a strong opportunity to showcase the facility.
- Membership levels have increased significantly compared to last year, with renewals rising from 223 in January of last year to 526 between January 1 and February 3 of this year, largely due to increased participation through the Silver Sneakers program.
- New lobby furniture was installed at the Community Center and has received very positive feedback.
- Kitchen upgrades are planned for Community Room 1 and the Senior Center (Community Room 2), with construction scheduled for March 17–24 and minor program adjustments anticipated.
- The annual Princess Dance was held last Friday with approximately 150 attendees.
- The rescheduled winter event at South Valley Park on February 21 may be impacted by weather, with alternative options being considered in coordination with the Police Department and School District.
- Summer programming and the summer brochure are in final review, with printing next week and public release on March 12.
- Implementation and weekly training continue for the Friendly Sports Software System.
- Planning continues for the indoor playground, including marketing, signage, and fee structure development.
- Two artistic benches will be installed as part of the Unity Trail project, with a community mosaic workshop scheduled for February 28 and installation anticipated in late May.

Chair Cook asked whether some of the increased membership may be coming from individuals transitioning from the YMCA to the Community Center.

Recreation Superintendent Dorshak confirmed that increased membership is likely due to former YMCA and Lifetime members following changes to Silver Sneakers programming by Blue Cross Blue Shield. An additional Silver Sneakers yoga class was added on Tuesday mornings beginning February 1 in response to high attendance and will continue through April, with a participation update to be provided next month.

Commissioner Christensen asked whether the increase in Silver Sneakers participation has resulted in a greater need for additional accessible parking.

Recreation Superintendent Dorshak stated that she has not received any feedback indicating an increased need for additional accessible parking.

Commissioner Torres shared positive feedback after trying open skate for the first time, noting it was fun despite being a bit intimidating as a non-skater. She expressed appreciation for the City offering this amenity and encouraged considering additional open skate times.

Commissioner Mulcahy asked whether yoga in the park has been offered previously and inquired if it is currently or has ever been a City program.

Recreation Superintendent Dorshak responded that yoga in the park has been discussed internally and has been offered in the past on a limited basis. She noted that the current fitness supervisor is exploring opportunities to offer similar programming and agreed it would be a good idea to bring forward for consideration.

### **C. Parks and Recreation Director Update**

Parks and Recreation Director Lares updated the Commission on the following:

- A new Zamboni arrived at Veterans Memorial Community Center in mid-January, is still being fine-tuned, and that staff are considering a public naming opportunity for the new Zamboni.

Commissioner Mulcahy asked how community members would find out about the opportunity to submit name ideas for the new Zamboni.

Parks and Recreation Director Lares shared that the Zamboni naming campaign will be promoted through the City's social media, a QR code at the arena, and the City website, with staff screening submissions and a short list put forward for a public vote before the name is added to the Zamboni.

Chair Cook asked for the date of the Heritage Park Phase 5 opening to be shared again.

Recreation Superintendent Dorshak confirmed that the Heritage Park Phase 5 opening will take place on Wednesday, June 17, from 6:00 to 7:30 p.m.

Parks and Recreation Director Lares shared that the event will be included in the City brochure and that a save the date will be sent to Commission and Council members, County Commissioners, State Representatives, and City staff. He noted that strong community turnout is anticipated and that staff are exploring additional amenities and activities to activate the space in conjunction with the opening.

Chair Cook remarked that the project has been a long time coming and expressed enthusiasm about seeing it come to fruition.

### **10. ADJOURN:**

**Motion by Commissioner Torres second by Commissioner Mulcahy to adjourn the meeting at 7:25 p.m.**

**Ayes: 8**

**Nays: 0      Motion carried.**

Minutes prepared by Recording Secretary Tammy Greenlee.





**Parks & Recreation Advisory Commission  
Staff Report**

**SUBJECT: 2026 Tree Replacement Plan**

**MEETING DATE:** March 11, 2026  
**ITEM TYPE:** Regular Agenda  
**CONTACT:** Brian Swoboda, Parks Superintendent, 651.450.2582

**PURPOSE/ACTION REQUESTED**

The Park and Recreation Advisory Commission is asked to consider recommending approval of the annual city reforestation program through the Tree Preservation Fund for the 2026 Tree Replacement Plan to the City Council.

**BACKGROUND**

The Tree Replacement Policy was approved by the City Council on February 10, 2003. The purpose of this policy is to provide criteria for the expenditure of funds in the City of Inver Grove Heights Tree Protection and Preservation Fund. The intent is the enhancement of the city’s forest resources. It also provides criteria for expenditure of funds received when a development does not have sufficient room on its site to allow for all required reforestation and City Council approves a payment in lieu of planting (approved at final plat). Additionally, it calls for an annual tree replacement plan, prepared by the Parks Division, submitted to the Park & Recreation Advisory Commission for review, and City Council for approval.

Funds may be used for a City Reforestation Program – Cost may include tree purchase, planting, and a maintenance period (i.e. irrigation , tree stacking , fertilization, pruning, etc.) until the tree(s) becomes established. Also, it may be used for Special Needs – in the event of a natural disaster or other identifiable special needs. Expenditures each year cannot exceed 50% of the balance in the fund, or lower the balance below \$10,000, unless specifically approved by the Council.

For 2026, the City forester proposes the following Tree Replacement Plan:

<b>Project</b>	<b>Description</b>	<b>Quantity</b>	<b>Cost</b>
<b>Citywide Parks - Hazardous Tree</b>	Removal of Hazardous Trees	Trees = 100	\$15,000
<b>Citywide Parks - Tree Planting</b>	Tree Plantings	Trees = 50	\$25,000
<b>Citywide Parks - Stump Grinding</b>	Stump grinding	50	\$4,000
<b>Citywide Parks - Landscape</b>	Tree and Shrub maintenance	Mulch = 300 yards	\$6,000

<b>Citywide Parks - Invasive Control</b>	Goat Grazing	TBD	\$35,000
<b>City Stormwater - Northwest Basin Plantings</b>	Container Stock	125	\$13,000
		<b>Total</b>	<b>\$98,000</b>

**FISCAL IMPACT**

The policy provides for expenditures of up to 50% of the fund in any given year. The current balance as of February 2026 in the Tree Preservation Fund (Fund 443) is approximately \$502,842. The Parks and Public works departments are requesting to spend \$98,000 in 2026. This would leave a balance of approximately \$404,842 in the fund.

**RECOMMENDATION**

Staff recommends, the Park and Recreation Advisory Commission recommend approval of the annual city reforestation program through the Tree Preservation Fund to the City Council.

**ATTACHMENTS**

None



## Parks & Recreation Advisory Commission Staff Report

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### **SUBJECT: Park Dedication - Glenlin Development**

**MEETING DATE:** March 11, 2026  
**ITEM TYPE:** Regular Agenda  
**CONTACT:** Brian Swoboda, Parks Superintendent, 651.450.2582  
Adam Lares, Parks & Recreation Director, 651.450.2587

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### **PURPOSE/ACTION REQUESTED**

Consider recommending approval of Park Dedication Fees in the form of cash for the platting of parcels for the Glenlin Development at 70th St. West and Argenta Boulevard.

### **BACKGROUND**

The applicant is requesting a Preliminary Plat for single family homes (33 single family units) and an apartment complex (196 apartment units) at 70th St. West and Argenta Boulevard. This would result in the evaluation of the Park and Recreation Advisory Commission to recommend park dedication in the form of land, cash, or a combination of both. Given the limited space within the development plan, staff will be recommending that the City accept park dedication in the form of cash versus land.

### **FISCAL IMPACT**

Per City ordinance, the property owner is required to pay a park dedication fee. The fee is \$3,850 per single-family lot and \$4,900 per apartment unit.

Staff is recommending that the park dedication requirement for this plat be satisfied through cash-in-lieu of land. Based on the proposed development, the calculation is as follows:

- 33 single-family units × \$3,850 = \$127,050
- 196 apartment units × \$4,900 = \$960,400

This results in a total park dedication fee of \$1,087,450 owed.

### **RECOMMENDATION**

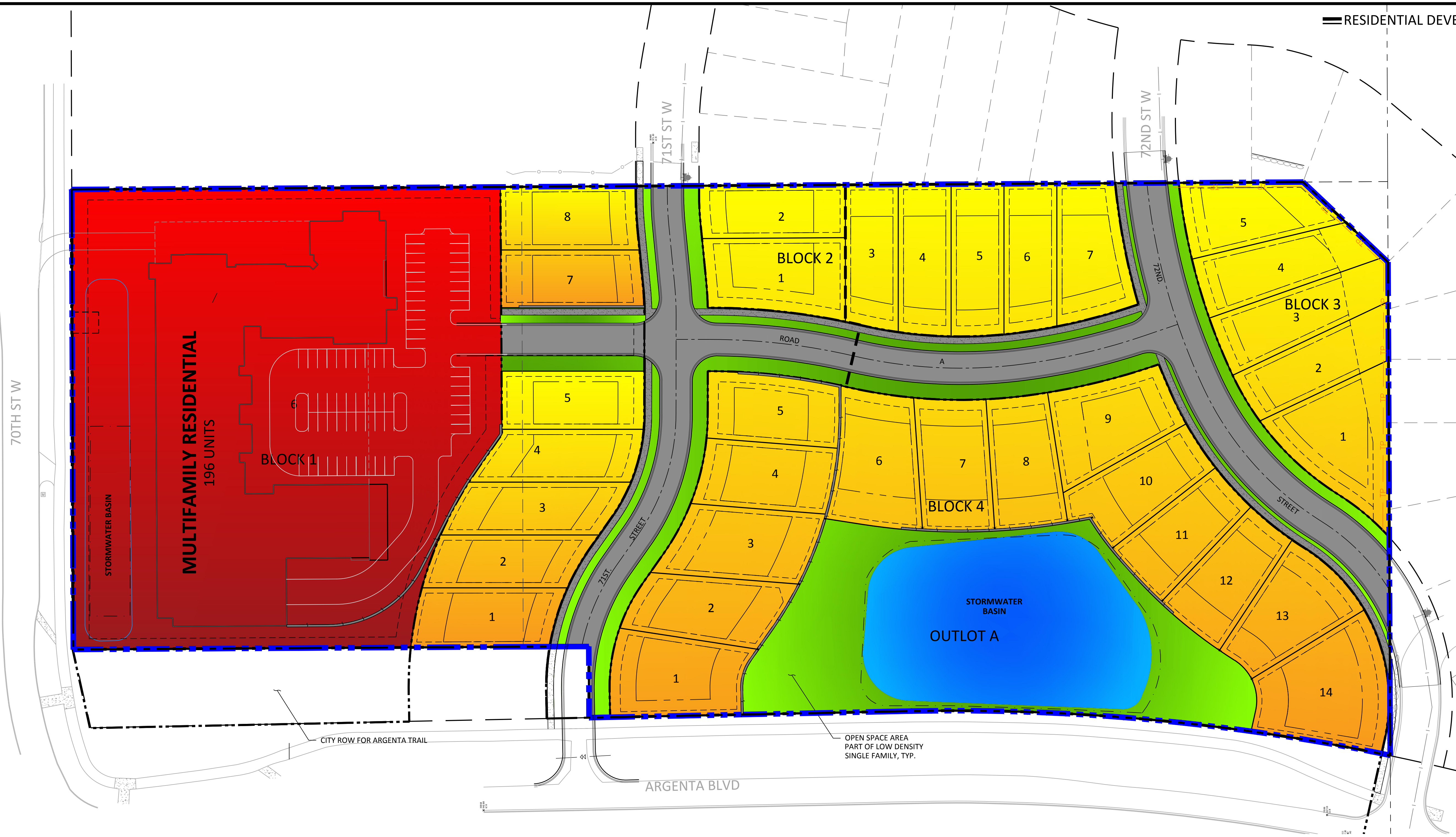
Staff recommends that the Park and Recreation Advisory Commission recommend to Council that they accept the Park Dedication Fees in the form of cash, \$1,087,450 from Builder Lot Group, LLC per the ordinance requirement.

### **ATTACHMENTS**

1. Glenlin Plan

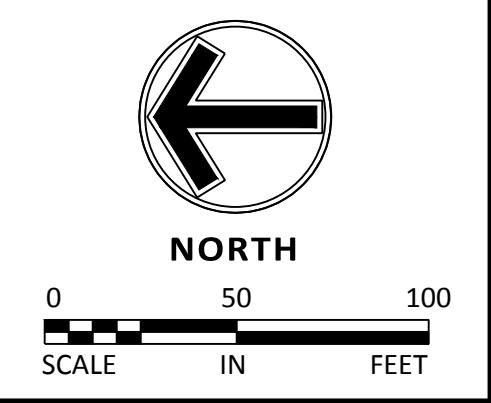
RESIDENTIAL DEVELOPMENT SUMMARY

COMP. PLAN DESIGNATION	LOW DENSITY SINGLE FAMILY	MIXED USE
AREA	9.81 AC	3.81 AC
MIN. LOT AREA	12,000 SF	12,000 SF
DENSITY RANGE (2040 LAND USE)	1-4 UNITS/AC	12+ UNITS/AC
UNITS	33	196
PROPOSED DENSITY	3.36 UNITS/AC	43.4 UNITS/AC
MINIMUM DENSITY (NW AREA OVERLAY)	2 UNITS/AC	12+ UNITS/AC



**LEGEND**

	PROPOSED	EXISTING
PROPERTY LIMIT	Blue dashed line	Black dashed line
CURB & GUTTER	Blue solid line	Black solid line
EASEMENT	Blue dashed line	Black dashed line
BUILDING	Blue solid line	Black solid line



24.15 (LWS TECH) | SOPHIE GALLANDAT | 1/8/2026 11:15:20 AM | L:\PROJECTS\53793\CAD\CIVIL\SHEETS\53793-C3.05 - DEVELOPMENT CAPACITY PLAN.DWG:DEVELOPMENT CAPACITY PLAN

NO	DATE	BY	CKD	APPR	COMMENT
	01-08-2026	TK	JM	MA	PRELIMINARY PLAT AND PUD SUBMITTAL
	01-29-2026	SIG	MA	MA	CITY RESUBMITTAL

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.

Print Name: \_\_\_\_\_

Date \_\_\_\_\_ License # \_\_\_\_\_

PRELIMINARY	DRAWN BY TK
DESIGN REVIEW	DESIGNED BY JB
PERMIT SUBMITTAL	CHECKED BY JM
CONSTRUCTION DOCUMENTS	PROJECT NO. 53793

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Engineering | Surveying | Planning | Environmental

DEVELOPMENT CAPACITY PLAN

BUILDERS LOT GROUP, LLC  
GLENLIN ADDITION  
PRELIMINARY  
INVER GROVE HEIGHTS, MN

SHEET  
**C3.05**  
OF  
REV. ----



**Parks & Recreation Advisory Commission  
Staff Report**

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**SUBJECT: Park Dedication — Dawson Woods Development**

**MEETING DATE:** March 11, 2026

**ITEM TYPE:** Regular Agenda

**CONTACT:** Brian Swoboda, Parks Superintendent, 651.450.2582

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**PURPOSE/ACTION REQUESTED**

Consider recommending approval of Park Dedication Fees in the form of cash for development in Inver Grove Heights by Pulte Homes.

**BACKGROUND**

Developer Pulte Homes has submitted a preliminary plat application that proposes a development project for 46 townhomes off the corner of Yankee Doodle Road and Argenta Trail. As a result, it requires the PRAC to make a recommendation to council to accept either cash or land for the park dedication requirement. Given the limited space within the development plan, staff will be recommending that the City accept park dedication in the form of cash versus land.

Uniquely, this development falls in an area where the City of Eagan and the City of Inver Grove Heights have a 1997 Joint Powers Agreement as it relates to water and sewer connection, which impacts Park Dedication Fees. As a result, and per the agreement, this development that will be within the IGH city boundaries will connect to Eagan's water and sewer system at no cost, but it requires paying park dedication fees to Eagan. (See attached agreement)

**FISCAL IMPACT**

Based on Eagan park dedication fee rates of \$4,830 per townhome, a total contribution of \$222,180 would be collected from the developer and remitted to the City of Eagan in accordance with the agreement.

**RECOMMENDATION**

Staff recommends that the Park and Recreation Advisory Commission recommend to Council that they accept the Park Dedication Fees in the form of cash, \$222,180 from the Pulte Homes per the ordinance requirement.

**ATTACHMENTS**

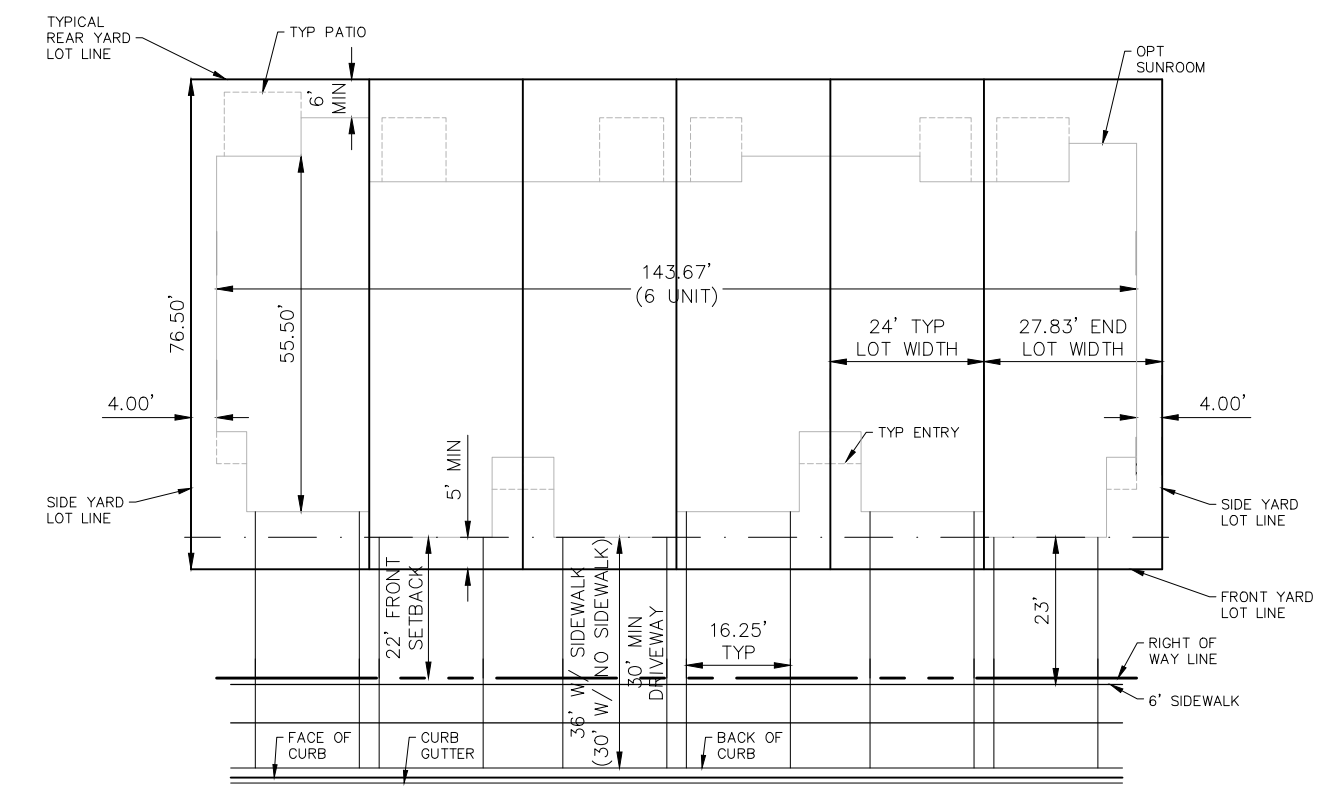
1. Dawson Woods Plan
2. IGH-Eagan JPA



ALLIANT  
www.alliant-inc.com



Dawson Woods  
Inver Grove Heights, Minnesota  
Preliminary Plat Submittal  
Site Plan



TYPICAL 24' WIDE TOWNHOME LOT DETAIL  
NOT TO SCALE

SITE PLAN DATA:

PARCEL: 20-00700-52-051  
GROSS SITE AREA: 9.400 AC  
ROW AREA (ARGENTA TRAIL): 0.639 AC  
ROW AREA (YANKEE DOODLE RD): 0.621 AC

LOT TYPE:  
TOWNHOME 46 UNITS

SETBACKS:  
YANKEE DOODLE ROAD 50 FT  
ARGENTA TRAIL 40 FT  
INTERNAL SIDE (ROW) 20 FT  
INTERNAL FRONT (ROW) 22 FT  
MIN TOWNHOME SEPARATION 20 FT

PARKING SUMMARY:  
2 GARAGE STALLS PER UNIT (2\*46) 92  
2 DRIVEWAY STALLS PER UNIT (2\*46) 92  
ON-STREET PARKING 37  
TOTAL OFF-STREET PARKING STALLS 221

\*NATURAL AREA / OPEN SPACE DATA:

GROSS SITE AREA 9.400 AC  
ROW AREA (ARGENTA TRAIL) 0.639 AC  
ROW AREA (YANKEE DOODLE RD) 0.621 AC  
NET DEVELOPABLE AREA 8.140 AC

REQUIRED  
OPEN AREA (20%) 1.628 AC  
NON-DISTURBED OPEN AREA (10%) 0.814 AC  
CONTIGUOUS AREA (75%) 1.221 AC

PROVIDED  
OPEN AREA 3.923 AC  
NON-DISTURBED OPEN AREA 1.260 AC  
CONTIGUOUS AREA 2.554 AC  
\* ALSO REFER TO SEPARATE OPEN SPACE EXHIBIT

SITE PLAN NOTES:

- 1. CONTINUOUS CONCRETE CURB & GUTTER WHICH CHANGES TYPE SHALL HAVE A MIN. FIVE FOOT (5') TRANSITION.
- 2. ALL CONCRETE CURB AND GUTTER ADJACENT TO CONCRETE WALK BE SEPARATED BY A 1/2 INCH EXPANSION JOINT.
- 3. ALL WORK WITHIN THE R.O.W. SHALL COMPLY WITH CITY OF INVER GROVE HEIGHTS ENGINEERING DESIGN STANDARDS.
- 4. ALL STREET SIGNAGE SHALL COMPLY WITH THE MN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- 5. ALL CURB AND GUTTER TO BE CONCRETE B618 OR SURMOUNTABLE TYPE AS NOTED, PER CITY OF INVER GROVE HEIGHTS STANDARDS.
- 6. ALL PUBLIC SIDEWALKS WITHIN THE PUBLIC RIGHT OF WAY SHALL BE 6' WIDE.
- 7. SEE SHEET 8 FOR TYPICAL SECTIONS.

LEGEND:

- EASEMENT LINE
- BUILDING SETBACK
- PROPERTY LINE
- LOT LINE
- ROW
- POND MAINTENANCE ACCESS



Know what's below.  
Call before you dig.  
Dial 811

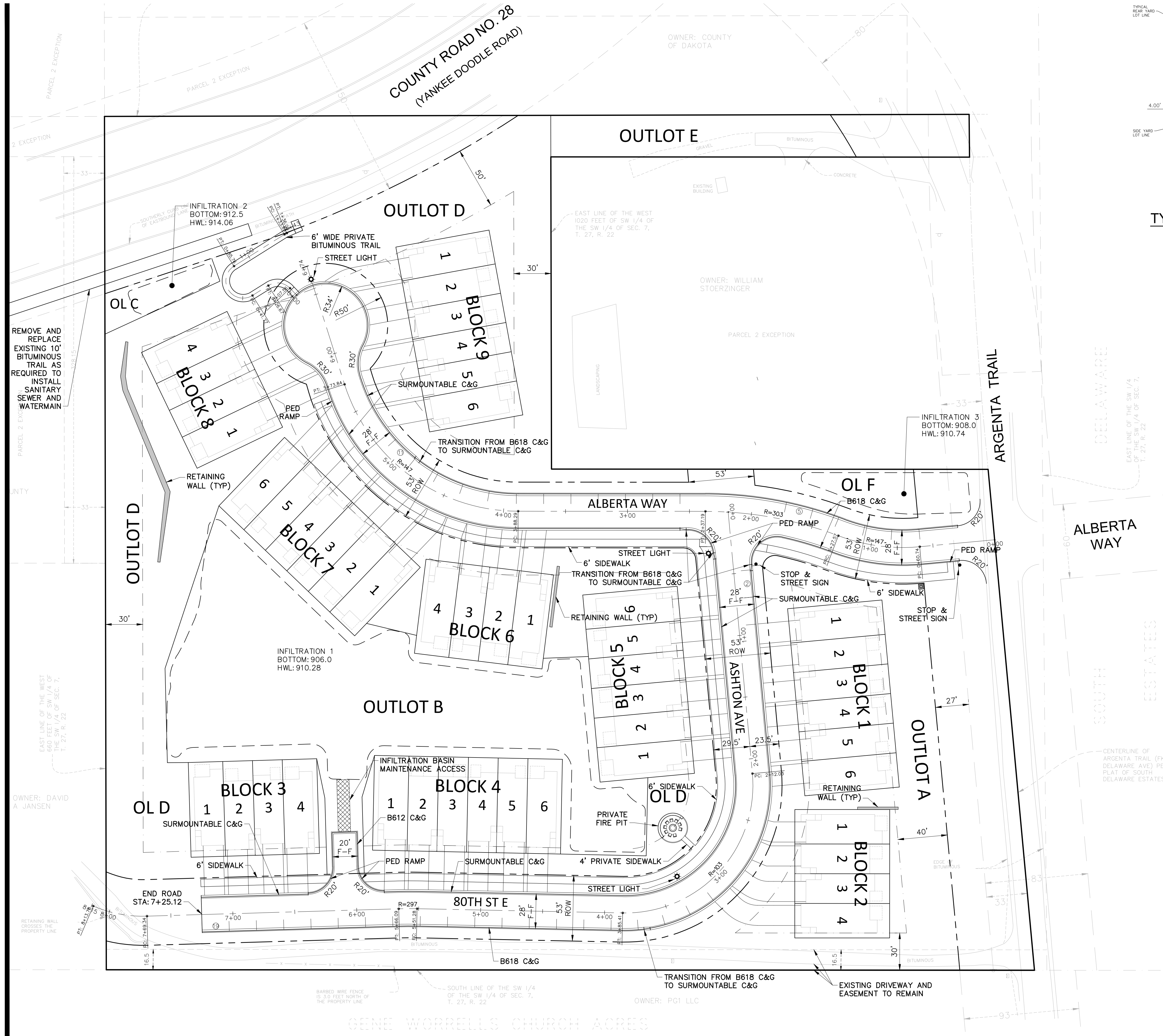
Table with columns: DESCRIPTION, DATE. Row 1: City Submittal, 2-2-26

CERTIFICATION  
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.

FOR REVIEW ONLY  
PRELIMINARY  
NOT FOR CONSTRUCTION

QA/QC CHECK  
By: Date

PROJECT TEAM DATA  
Designed By: MPR, BJP  
Drafted By: DJB, ELL  
Project No.: 4000686-00



REMOVE AND REPLACE EXISTING 10' BITUMINOUS TRAIL AS REQUIRED TO INSTALL SANITARY SEWER AND WATERMAIN

OWNER: DAVID A JANSEN

RETAINING WALL CROSSES THE PROPERTY LINE

BARBED WIRE FENCE IS 3.0 FEET NORTH OF THE PROPERTY LINE

OWNER: PGI LLC

GENE WORRELLS CHURCH ACRES

File Location: X:\4000686-00\01\00\Design\00\_Sheets - Preliminary\Site.dwg Printed By: Ben Paluszko on February 2, 2026 at 4:28 PM

1997

**JOINT POWERS AGREEMENT**

**Between**

**THE CITY OF INVER GROVE HEIGHTS**

**and**

**THE CITY OF EAGAN**

**APPROVED**  
By City Council  
Date 7-1-97  
**EAGAN ENGINEERING DEPT**

This Joint Powers Agreement is made and executed by and between the City of Inver Grove Heights, a Minnesota municipal corporation and the City of Eagan, a Minnesota municipal corporation.

#### RECITALS

WHEREAS, the western municipal border of Inver Grove Heights is contiguous to the eastern municipal border of Eagan; and

WHEREAS, Eagan has designed and constructed water and sanitary sewer trunk systems and a storm drainage system in proximity to Inver Grove Heights, which systems are suitable in size to service development within Inver Grove Heights; and

WHEREAS, Eagan and Inver Grove Heights did enter into an Agreement on June 20, 1972, entitled "Agreement-Joint Usage of Sanitary Sewer and Water Facilities," which Agreement provided that Eagan would service a portion of property located within Inver Grove Heights, which property is identified as the Emerald Hills Mobile Home Park; and

WHEREAS, the Cities of Eagan and Inver Grove Heights did enter into a Joint Powers Agreement in 1995, which Joint Powers Agreement provided for the provision of water and sanitary sewer services by Eagan to certain properties located within Inver Grove Heights, which properties are identified as the Boulder Crest Addition and the Coventry Pass 5th and 6th Additions, and which Joint Powers Agreement also addressed ancillary issues to the developments; and

WHEREAS, Eagan and Inver Grove Heights are desirous of entering into this Agreement for the purposes of: (1) terminating the provisions found within the 1972

Agreement and the 1995 Joint Powers Agreement, referred to above, as well as (2) to provide for storm drainage, sanitary sewer and water to a portion of Inver Grove Heights, pursuant to the terms and conditions set forth below as well as to address park dedications, transportation and other public safety issues; and

WHEREAS, the Cities of Inver Grove Heights and Eagan are both statutory cities and have the power and authority under Minn. Stat. §471.59 to enter into this Joint Powers Agreement so as to exercise powers under Minn. Chapters 412, 429, 444, 462 and 465.

NOW, THEREFORE, the Cities of Inver Grove Heights and Eagan agree as follows:

**ARTICLE 1  
RECISSION OF PRIOR AGREEMENTS**

1.1 1972 AGREEMENT. The Agreement for the joint usage of sanitary sewer and water facilities is hereby terminated and by the execution hereof is rendered null and void.

1.2 1995 JOINT POWERS AGREEMENT. The 1995 Joint Powers Agreement is hereby terminated and upon the execution hereof shall be rendered null and void.

**ARTICLE 2  
DEFINITIONS**

2.1 TERMS. The following terms, unless elsewhere defined specifically in this Agreement, shall have the following meanings as set forth below:

2.2 AGREEMENT. "Agreement" means this Joint Powers Agreement entered into between the Cities of Inver Grove Heights and Eagan.

2.3 CITIES. "Cities" means the Cities of Inver Grove Heights and Eagan.

2.4. CONNECTION FEES. "Connection Fees" means fees imposed by Eagan upon a property's connection to the Eagan waterworks system, including but not limited to: water supply (e.g. wells, reservoirs, trunks and laterals) and storage, and treatment together with fees imposed by Eagan upon a property's connection to the Eagan sanitary sewer system, including but not limited to: sanitary sewer conveyance (e.g. trunks and laterals) and treatment.

2.5 EAGAN. "Eagan" means the City of Eagan, a Minnesota municipal corporation.

2.6 IGH. "IGH" means the City of Inver Grove Heights, a Minnesota municipal corporation.

2.7 NET ASSESSABLE ACREAGE. "Net Assessable Acreage" means the gross acreage of the Property, or any portion thereof, less any dedicated or granted public street right-of-way and public ponding easements.

2.8 OVERSIZE. "Oversize" means the incremental increase in pipe size over and above the minimum Eagan standards necessary to serve the Property.

2.9 PROPERTY. "Property" means the land areas described on Exhibit "A" as depicted on Exhibit "B".

2.10 SYSTEM. "System" means the pipes, valves, manholes, hydrants, services, filterings, meters, towers, ponds, basins and other related appurtenances of the sanitary sewer collection, water supply distribution or storm water drainage facilities.

2.11 TRUNK AREA CHARGE. "Trunk Area Charge" means the charge imposed by Eagan to finance the cost of Oversizing the system beyond what is necessary to serve abutting property, but is required to handle the volume that passes through the system.

### **ARTICLE 3 UTILITIES**

3.1 DESIGN OF WATER, SANITARY AND STORM DRAINAGE SYSTEMS. As portions of the Property develop, IGH agrees to provide Eagan with all necessary plans and specifications for the connection and extension of the water, sanitary sewer and storm drainage trunks and laterals, along with streets, necessary to service the Property being developed from Eagan. All costs of design shall be the responsibility of IGH. IGH agrees and represents that the designs shall comply with City Engineer's Association of Minnesota (CEAM) utility standards, Eagan's most recent Comprehensive Utility Plan or other reasonable engineering standards that the Eagan Engineer deems necessary for the trans-community utility extension. IGH will not construct, extend or modify, any portion of the water, sanitary sewer or storm drainage System through which Eagan supplies water or which discharges waste or surface drainage into Eagan, without first obtaining the prior written confirmation from the Eagan Engineer that the proposed work complies with the design criteria approved by the Eagan Engineer.

3.2 CONSTRUCTION. IGH will be responsible for the acquisition of any easements, the construction (including restoration) and the supervision of the installation of the Systems necessary to service the Property from Eagan, from wherever the Systems

terminate in Eagan at the time of construction. IGH will be responsible to obtain all required permits. IGH represents and warrants to Eagan that all construction will be performed in a workman-like manner and common industry standards. IGH will be solely responsible for supervision; however, Eagan reserves the right to perform inspections of the installation and connections.

3.3 COSTS FOR THE CONSTRUCTION OF TRUNK MAINS. If IGH desires any financial participation from Eagan for construction of a trunk main System, then the trunk main System required to service the Property pursuant to Eagan's Comprehensive Plans shall be constructed by IGH as a public improvement project. IGH shall be responsible to include in its construction plans provisions for any Oversizing of the trunk system that may be necessary to be bid as an alternative under the public improvement project. Within thirty (30) days of invoice by IGH following the completion and acceptance of a public improvement project for the trunk Systems, Eagan will reimburse IGH the construction cost for the Oversizing as specifically set forth in the bid accepted by IGH, plus an additional 15% of the construction cost for the Oversizing to compensate IGH for the engineering and administrative cost relating to the Oversizing.

IGH shall have the option to require a developer to construct the trunk main System; if IGH elects the option to have the developer construct the trunk main System, then Eagan is not required to pay IGH for the Oversizing.

3.4 COST OF CONSTRUCTION OF LATERALS. IGH shall be responsible for the cost of acquiring all easements, constructing and extending laterals, services and appurtenances within IGH and Eagan, as necessary to service the Property or to provide

looping of the systems, as required by Eagan. Subject to the provisions of Section 3.3, Eagan shall be responsible for the cost to Oversize all utilities in IGH and Eagan as necessary to comply with Eagan's comprehensive utility plan(s) for servicing the Property.

3.5 LOOPING OF WATER SYSTEM. Within twelve (12) months of the date of notice from Eagan, IGH shall construct and install at its own cost, the pipes and appurtenances necessary to obtain a looping of the water System, for that portion of the System which serves the Property, as identified in the notice. The portion of the water System identified in the notice shall be reasonably related to the need for looping caused by the portion of the Property that is proposed to be developed. Eagan reserves the right to require the looping of the System as a condition to the supplying of water to new developments within the Property, if Eagan determines that the looping is necessary. The looping of the water System shall substantially comply with the latest version of Eagan/s Comprehensive Utility Plan.

3.6 CONSTRUCTION OF OUTLETS. Notwithstanding the provisions of Articles 3.3 and 3.4, upon the request of IGH, Eagan shall construct any controlled outlets within Eagan that serve as part of Eagan's storm drainage system, and Eagan shall be responsible for the cost of construction.

3.7 REIMBURSABLE EXPENSES. Within thirty (30) days of invoice by Eagan, IGH will reimburse Eagan for the cost of Eagan's staff time and/or consultants' time in performing or reviewing design plans or compliance inspections for utilities and drainage issues, except for work related to Section 3.6.

3.8 CONNECTION. When approved by Eagan, property located within Eagan may connect to the Systems constructed by IGH within the City of Eagan. Upon the connection to any portion of the system(s) constructed by IGH, Eagan shall remit to IGH either (i) the value of the lateral benefit charged to the Property connecting to the System as determined by the actual cost of construction incurred by IGH in accordance with Eagan's adopted assessment procedures or (ii) the lateral benefit fee according to Eagan's adopted fee schedule in effect at the time of connection, whichever amount is less.

3.9 HOLD HARMLESS AND INSURANCE. IGH agrees to hold Eagan harmless from any claim made with respect to the design and/or construction of the water and sanitary trunk and laterals and storm drainage Systems. Additionally, IGH shall provide Eagan with evidence of general risk liability insurance and worker's compensation insurance, naming Eagan as an additional insured, covering all work to be performed within the City of Eagan.

#### **ARTICLE 4 INTER-CITY TRANSPORTATION**

4.1 IGH CONNECTIONS. IGH shall not construct or permit to be constructed any street which would connect to an existing street within Eagan without the prior approval of Eagan. Any local inter-community street shall be designed so as to comply with Eagan's most recent Comprehensive Transportation Plan. Within thirty (30) days of invoice by Eagan, IGH will reimburse Eagan for the cost of Eagan's staff time and/or consultant's time in performing and reviewing design plans for any transportation issues.

4.2 EAGAN CONNECTIONS. Eagan shall not construct or permit to be constructed any street which would connect directly to an existing street within the Property in IGH without the prior written approval of IGH. Any local inter-community street shall be designed so as to comply with IGH's most recent Comprehensive Transportation Plan. Within thirty (30) days of invoice by IGH, Eagan will reimburse IGH for the cost of IGH's staff time and/or consultant's time in performing and reviewing design plans for any transportation issues.

#### **ARTICLE 5 TRUNK AREA CHARGES**

5.1 TRUNK AREA CHARGE. Prior to the extension of the System to the common boundary of Eagan and IGH, the extension of the System into IGH or the connection to the System by any portion of the Property, IGH shall pay Eagan the trunk area charge for the entire portion of the Property which is proposed to be served by the extension. The amount of the trunk area charge is the greater of (i) the net assessable acreage of the portion of the Property being served multiplied by Eagan's respective trunk area rate(s), or (ii) the number of lots multiplied by Eagan's adopted fee schedule, in effect at the time of the extension, connection or final platting, whichever occurs first.

#### **ARTICLE 6 CONNECTION FEES**

6.1 CONNECTION FEE. For every connection made to the System(s) within IGH, IGH will pay Eagan a connection fee. No connection to the System shall be allowed by IGH, unless such connection is made pursuant to a permit issued by IGH. The amount of the connection fee shall be determined by reference to Eagan's adopted fee schedule in

effect at the time of the issuance of the permit under which a connection is to be made. IGH shall agree to remit payment of the connection fee to Eagan within thirty (30) days of the issuance of the permit. The connection fee is due to Eagan even if IGH does not collect the fee from the user of the System.

6.2 CONNECTION WITHOUT PERMIT. In the event any connection is made to the System(s) prior to or without the issuance of the permit by IGH, IGH will pay Eagan the regular connection fee as set forth in Article 6.1, plus an additional 10% of the connection fee within thirty (30) days of the connection having been made.

## **ARTICLE 7 USER FEES**

7.1 METERING AND BILLING. Every connection to or use of the System must have a meter installed to accurately measure and record the usage of water or sewage. If only sewer is connected, IGH will be responsible for making certain that a meter is installed and for reading all meters located within IGH served by the System covered by this Agreement. IGH agrees to remit to Eagan on a quarterly basis, the sum of dollars based upon the total water and/or sanitary usage within the Property as evidenced by the meters. Payments shall begin the first day of the first month following IGH's commencement of use of the Systems and will be adjusted to conform to normal quarterly periods thereafter. The amount due Eagan by IGH shall be determined by reference to Eagan's adopted fee schedule in affect at the time of customer billing. Payment by IGH is due to Eagan within thirty (30) days of any direct billing by IGH to its users. IGH acknowledges and understands that the user fee due Eagan under this Article shall be paid

by IGH regardless of whether IGH actually collects any money from the users within the Property. IGH will provide a breakdown of gallons of water billed, including adjustments. All payments to Eagan shall include a delineation of the amount being paid for water and sanitary sewer service.

7.2 STORM WATER UTILITY FEE. IGH shall pay Eagan a storm water utility fee for any portion of the Property which drains into Eagan's storm water drainage System beyond the natural drainage district (i.e. prior to any grading or development). IGH agrees to remit to Eagan within thirty (30) days of invoice, the sum of dollars based upon the residential equivalents (RE's), calculated by Eagan, according to the Eagan fee schedule as would be calculated for similar property within Eagan. Eagan shall invoice IGH quarterly.

7.3 ADMINISTRATIVE FEE. IGH is entitled to deduct and retain 10% of the user fee calculated pursuant to Article 7.1 and 7.2, to cover IGH's administrative and maintenance costs. IGH's right to this discount shall be suspended if: (1) IGH fails to pay Eagan any sum of money owed Eagan, when due, under this Agreement; and (2) Eagan delivers a notice to IGH of the failure to pay any such sum and notifying IGH of the suspension of the discount. Upon any suspension of the discount, IGH shall remit to Eagan 100% of the user fee as calculated pursuant to Article 7.1 of this Agreement. This suspension of the discount is in addition to all other remedies available to Eagan under this Agreement.

7.4 METER TESTING. IGH agrees that commencing five (5) years from the date of this Agreement, it will annually inspect for accuracy the meters located within the

Property, in such a manner as to insure that 100% of the meters are inspected at least once every 20 years. IGH agrees that all faulty or defective meters that serve the Property or that measure the flow of usage in the Property will be repaired and/or replaced within two weeks of discovery, at the sole cost and expense of IGH.

## **ARTICLE 8 WATER TOWER**

8.1 LAND AVAILABILITY. IGH shall provide Eagan, at no cost to Eagan, approximately one and one-half (1½) acres of land with a base ground elevation of approximately 1000 (MSL) in IGH for the location of a water reservoir tower, together with all necessary easements to access the water tower and to connect the water system. Title to the land shall be held in the name of Eagan, or for the benefit of Eagan.

8.2 DESIGN OF TOWER. Eagan shall be responsible for the cost of designing the water tower in accordance with Eagan's specifications. Eagan shall approve a design and provide IGH with the selected design and Eagan's specifications. IGH shall notify Eagan of IGH's preferred design and IGH shall be responsible for the cost of any alternate design of the water tower to Eagan's specifications.

8.3 CONTRACTS AND BIDDING. Eagan shall be responsible for preparing the contract documents, the bid letting and the award of the contract to the lowest responsible bidder for the construction of the water tower, according to the design selected by IGH. Eagan shall award the contract for construction of the water tower no later than 180 days after IGH has transferred the water tower site to Eagan or after IGH has selected the water tower design, whichever occurs last.

8.4 COST OF CONSTRUCTION. If the Cities agree on the design of the water tower Eagan shall be solely responsible for the costs incurred in the construction of the water tower. However, in the event each City selected a different design, each design shall be included in the construction documents as alternative bids, and IGH shall pay Eagan any cost incurred by Eagan to construct the tower according to IGH's design that exceeds the cost to construct the tower according to Eagan's design, as determined by the lowest responsible bidder.

8.5 OWNERSHIP AND MAINTENANCE. Eagan shall be the sole owner of the water tower and is responsible to maintain the water tower.

8.6 LEASE REVENUES. IGH acknowledges that Eagan may lease the use of the water tower site for personal communication equipment and devices to third parties. All revenues derived from the lease(s) shall belong to Eagan.

8.7 PUBLIC SAFETY DEVICES. The water tower shall be available without a fee for the use by the Cities for local public safety and public works communication systems. IGH shall notify Eagan, prior to the installation of any systems of its desire to use the tower and the purpose of the use. IGH shall coordinate with Eagan the location of IGH's antenna and devices.

8.8 ZONING/RESTRICTIVE USE. IGH agrees that Eagan and its Lessees, will, at all times, have access to and use of the water tower for the placement and maintenance of antennas and communication equipment. IGH acknowledges and agrees that the land upon which the water tower is located may be used for equipment buildings or other ground support to effectuate the personal communication systems.

8.9 COLOR/LOGO. IGH shall select the color to paint the water tower; however, no words, symbols or other markings shall be allowed on the tower without the express mutual consent of both Cities.

8.10 STAGING OF DEVELOPMENT. IGH agrees that only 100 single family lots shall be approved for development within any portion of the Property which is to be serviced by Eagan's High Pressure Water Distribution Zone, until such time as the water tower is fully operational, as determined by Eagan. Eagan shall notify IGH that the water tower is operational within two (2) weeks of its being operational.

## **ARTICLE 9 SERVICE**

9.1 WATER SUPPLY. Assuming IGH develops in accordance with the land uses as identified in Exhibit C, attached hereto, or does not materially change the usage and operation of the system and IGH maintains its system according to industry standards, Eagan agrees to maintain an adequate water supply, measured by both quality and quantity, to the Property in the same manner as it provides service to other land in Eagan.

9.2 SEWER SERVICE. Assuming IGH develops in accordance with the land uses as identified in Exhibit C, attached hereto, or does not materially change the usage and operation of the system and IGH maintains its System according to industry standards. Eagan agrees, subject to approval by the Metropolitan Council, to provide for the discharging of waste material from the Property by means of Eagan's sanitary sewer system in the same manner as it provides service to other land in Eagan.

**ARTICLE 10  
BOOKS AND RECORDS**

10.1 RECORDKEEPING. IGH agrees to maintain accurate records concerning all matters covered by this Agreement, including but not limited to: water and sanitary sewer connections, grading, building and utility permits issued, meter readings and meters tested.

10.2 INSPECTION. IGH and Eagan grant each other the mutual right to inspect all meters, books and records in respect to all connection charges, user fees and calculations utilized in determining all payments to be made by IGH to Eagan that are required under this Agreement. Each City shall have the right to make such audits and inspections as they reasonably determine as necessary, provided the inspections are performed during normal business hours with reasonable notice to the other City. Both Cities shall use all methods available to it to assist the other in gaining access to perform said inspections.

**ARTICLE 11  
OWNERSHIP AND MAINTENANCE**

11.1 OWNERSHIP. Upon completion of the construction and installation of the Systems, Eagan will be the owner of the System lying within its corporate boundaries and IGH will be the owner of the System lying within its corporate boundaries, except the water tower site and tower, which will be owned by Eagan.

11.2 MAINTENANCE. Eagan will be responsible for the repair and maintenance of those portions of the System which lie westerly of and including the nearest manhole or valve to the corporate boundary of IGH, which is located within

Eagan. Eagan will also be responsible for repairing and maintaining the manhole and valve. IGH will be responsible for the repair and maintenance of those portions of the System which lie easterly of the nearest manhole or valve to the corporate boundary of IGH, which is located within Eagan. For purposes hereof, Eagan grants IGH the right to utilize those portions of the System located within the City of Eagan to repair and maintain the portions of the system which are IGH's responsibility.

11.3 MAINTENANCE STANDARDS AND SCHEDULE. Each City represents and warrants to the other City, that all maintenance, repair, renewal and/or replacement will be performed in a workman like manner pursuant to common industry standards. IGH shall coordinate any maintenance and repair activity (e.g., hydrant flushing, sewer cleaning) with Eagan, so as not to disrupt or impair Eagan's level of service.

## **ARTICLE 12 RESTRICTIONS AND PROHIBITIONS**

12.1 LEAKAGE, INFILTRATION AND IN FLOW CONTROL. IGH agrees to operate and maintain the systems, adopt, implement and enforce measures upon the Property to prevent (i) the unmetered and unauthorized leakage or usage of water from the water lines and (ii) the infiltration or inflow of surface or ground water into the sanitary sewer lines and (iii) any spill or unlawful discharge from entering into Eagan's storm water drainage system.

12.2 WATER CONSERVATION. IGH agrees to adopt, impose and enforce upon the Property, any restriction, conservation or other regulation of water usage as adopted from time-to-time by Eagan, of which Eagan informs IGH.

12.3 PROHIBITIONS. IGH agrees to adopt and impose upon the Property, ordinances prohibiting the unmetered use of water and prohibiting the unlawful use of the sanitary and/or storm sewer systems. Such ordinances will materially conform to ordinance(s) adopted by Eagan from time-to-time (and of which Eagan informs IGH).

12.4 RESTRICTIONS/ORDINANCES. Any water quality measures implemented through ordinances by Eagan shall be implemented through ordinances by IGH, as deemed necessary by Eagan, to protect the quality of water associated with storm water surface runoff.

### **ARTICLE 13 SPECIAL CONDITIONS**

13.1 DEVELOPMENT PLANS. Eagan's approval of the extension of water and sanitary sewer services to IGH is expressly conditioned upon Eagan's approval of development plans for the Property, particularly those plans relating to: usage demands; grading; water and sanitary sewer systems; surface water runoff; storm drainage systems; street connections from each development and building permits issued for unplatted property.

13.2 DRAINAGE FROM IGH. No increase of storm water runoff from IGH will be directed or allowed to flow onto property or into the storm drainage ponds or system located within Eagan, beyond the amount of runoff which existed in its natural undeveloped condition, without the express written approval from the Eagan Engineer and then only in accordance with the terms of this Agreement.

13.3 DRAINAGE FROM EAGAN. No increase of storm water runoff from Eagan will be directed or allowed to flow onto property or into the storm drainage ponds or system located within IGH, beyond the amount of runoff which existed in its natural undeveloped condition, without the express written approval from the IGH Engineer and then only in accordance with the terms of this Agreement.

**ARTICLE 14**  
**PARK DEDICATION - RESIDENTIAL**

14.1 FEES. IGH agrees to remit to Eagan the most current Park Dedication Fee per residential lot for each residential lot created within the Property. The total park fees calculated for each newly platted residential subdivision shall be paid by IGH to Eagan prior to IGH's release of the plat for recording purposes. No Park Dedication Fee shall be owed to Eagan for any non-residential development on the Property.

14.2 LAND. Park land dedication, in accordance with Eagan's standards, shall be provided with each newly platted residential subdivision, as determined by the City of Eagan. Any park land dedication shall be within IGH. Any land dedicated for park purposes shall be credited against the park dedication fees required under Article 14.1. All such dedicated land shall be made available for the non-exclusive use and scheduling of Eagan Athletic Association activities to serve the needs of the residents located within the Property.

14.3 WATER QUALITY. IGH shall provide Eagan with all grading, drainage and erosion control plans that relate to the development of the Property. IGH shall implement all water quality measures as determined by Eagan, pursuant to Eagan's Water

Quality Management Plan, including the payment of all fees or charges or the creation of treatment basins imposed by Eagan relating to the development of any of the Property, which discharges surface water runoff into Eagan's systems.

**ARTICLE 15  
HOLD HARMLESS AND INDEMNIFICATION**

15.1 EXPENSES IN CONNECTION WITH THIS AGREEMENT. IGH agrees to pay all of Eagan's costs and expenses in connection with the preparation, carrying out and enforcement of this Agreement. Eagan's costs include all staff time, consultant fees and attorney fees and costs incurred by the City of Eagan. IGH agrees to remit payment to Eagan within thirty (30) days of billing.

15.2 HOLD HARMLESS AND INDEMNIFICATION. IGH agrees to hold Eagan harmless and to indemnify Eagan from any and all claims asserted against Eagan for the loss or interruption of any service provided by Eagan under this Agreement or for any sewer blockage or surcharge of Eagan's system that may be caused by construction or maintenance (or lack thereof) within IGH. IGH's hold harmless and indemnity also includes, but is not limited to, any claim involving the quantity and/or quality of the services provided by Eagan.

**ARTICLE 16  
DEFAULT AND REMEDIES**

16.1 DEFAULT. The following events shall be deemed a default under this Agreement:

- a. IGH's failure to pay any sum of money to Eagan when due;
- b. IGH's failure adopt and to reasonably enforce the ordinances referred to in Article 12; and

- c. Failure by either City to perform any obligation set forth in this Agreement.

16.2 REMEDIES.

- a. Upon a default by IGH, Eagan shall have the following remedies:
  - (i) To charge and collect interest upon any payment due Eagan, at an annual percentage rate of eight per cent (8%) from the due date of payment through the date payment is received.
  - (ii) Upon ten (10) days written notice to IGH, to charge and collect connection and user fees at a rate of two (2) times the amount of the fees as set forth in Eagan's adopted fee schedule; and
  - (iii) Any other right and/or remedy available to it under law or in equity.
- b. Upon a default by Eagan, IGH shall have all remedies available to it under law or in equity.

**ARTICLE 17  
MISCELLANEOUS**

17.1 NOTICE. Any notice required to be given under this Agreement shall be deemed given when deposited in the U.S. Mail, postage prepaid, or personally delivered and addressed to the City Administrator at the respective City Hall street address.

17.2 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

17.3 ENTIRE AGREEMENT. This Agreement embodies the entire understanding of the Cities as it solely relates to the Property. This Agreement supersedes any and all previous agreements and/or discussions.

17.4 AMENDMENT AND WAIVER. The Cities may amend this Agreement in any respect. All amendments must be in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

17.5 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such decision shall not effect the validity of the remaining portions of this Agreement.

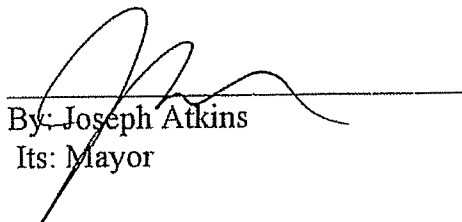
17.6 COUNTERPARTS. This Agreement may be executed in any number of counterparts. Each of which shall be deemed an original but all of which shall constitute one in the same instrument.

17.7 EFFECTIVE DATE. This Agreement shall become effective upon all of the following events occurring:

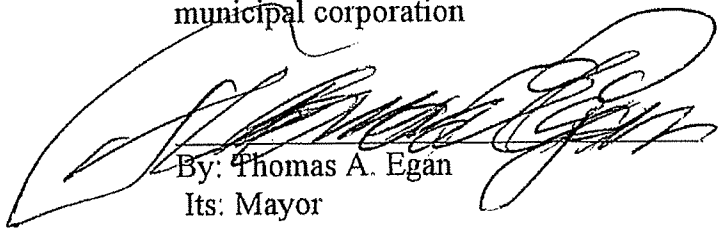
- a. Approval of this Agreement by the City Council of IGH and the execution of this Agreement by IGH; and
- b. Approval of this Agreement by the City Council of Eagan and the execution of this Agreement by Eagan.

17.8 This Agreement shall be binding upon the successors, administrators and assigns of Eagan and IGH.

CITY OF INVER GROVE HEIGHTS,  
a Minnesota municipal corporation

  
By: Joseph Atkins  
Its: Mayor

CITY OF EAGAN, a Minnesota  
municipal corporation

  
By: Thomas A. Egan  
Its: Mayor

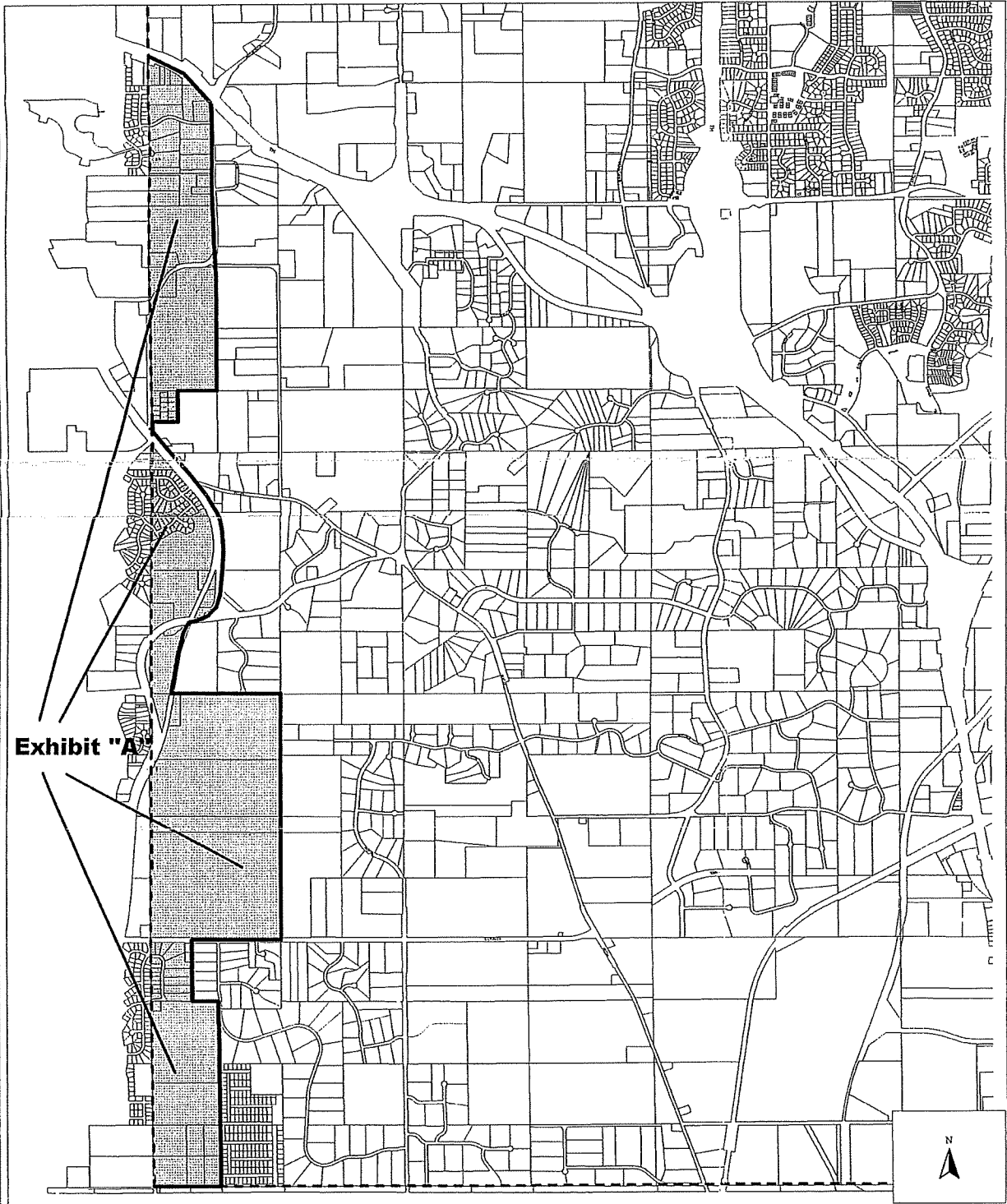


# EXHIBIT "A" AND

# EXHIBIT "B"

## Joint Powers Agreement 1997

## Inver Grove Heights - Eagan



No scale