

Inver Grove Heights City Council
Monday, February 24, 2020 at 7:00 p.m.

A G E N D A

1. Call to Order

2. Roll Call

3. Presentations

4. 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. i.** Minutes from the February 3, 2020 Special Meeting.
- ii.** Minutes from the February 3, 2020 Work Session Meeting.
- iii.** Minutes from the February 10, 2020 City Council Meeting.
- B.** Disbursements for Period Ending February 19, 2020.
- C.** Consider Approval of Rental Licenses.
- D.** Confirm and Approve Personnel Actions.
- E.** Consider Approval of Plans and Specification for Salem Hills Tennis Basketball Pickleball Court Project.
- F.** Accept Proposal from Keys Well Drilling Company for Well Pump No. 8 Rehabilitation
- G.** Consider Resolution Accepting Quote from Goodpointe Technology to Conduct 2020 Pavement Ratings
- H.** Municipal State Aid Street System Adjustments
- I.** Consider Resolution Accepting Proposal for Engineering Services for STOR Storage Facility Conditional Use Permit (CUP) Amendment
- J.** Consider Accepting Proposal from EOR for an Update to the City's Northwest Area Regional Basin Map
- K.** Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for the 2019 Pavement Management Program, City Project No. 2016-09G - 60th Street, 62nd Street and Bacon Avenue Improvements
- L.** Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for the 2019 Pavement Management Program, City Project No. 2019-09D - 64th Street Area Improvements

- M.** Consider Resolution Seeking 2020 Municipal State Aid System (MSAS) Advancement of Funding for City Project No. 2016-08 – T.H. 3 Roundabout at 70th Street (SP 178-020-027) and City Project No. 2015-08 – 70th Street (CSAH 26) – Eagan to T.H. 3 (SP 178-020-028), City Project Nos. 2016-04 and 2016-05 – Argenta Trail from Amana Trail to 65th Street (SP 178-020-029) and 65th Street from New Argenta Trail to Existing Argenta Trail (SP 178-020-029) for 70th Street and Argenta Trail Engineering Services Work in 2020

5. 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.

6. Public Hearing

7. Regular

Community Development

- A.** Outfront Media, LLC; Consider the Second Reading of an Ordinance Amendment to expand the geographic area of the Dynamic Display Billboard Overlay District.
- B.** Source Land Capital; Consider a Resolution relating to the Final Plat, Final PUD Development Plan, Development Contract, Storm Water Facilities Maintenance Agreement and Related Agreements for Settlers Ridge North. Phase 1 consisting of 25 single family lots located at the northwest corner of Hwy 3 and 65th Street.

8. Executive Session

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@invergroveheights.org.

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
MONDAY, FEBRUARY 3, 2020- 8150 BARBARA AVENUE**

A. CALL TO ORDER and ROLL CALL:

The City Council of Inver Grove Heights met in a special session on Monday, February 3, 2020, in the City Council Chambers. The Pledge of Allegiance was recited. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council Members Piekarski Krech, Bartholomew, and Perry; City Administrator Lynch, Assistant City Attorney McCauley Nason, Public Works Director Thureen, and City Clerk Kiernan. Absent: Council Member Dietrich.

Mayor Tourville stated the meeting would begin with a Special Meeting. The Agenda Item was publicized and can be voted on. The Work Session Meeting will follow the Special Meeting.

1. Consider Resolution Ordering Project, Approving Final Plans and Specifications and Authorizing Advertisement for Bids for City Project No. 2019-18, Public Works Maintenance and Cold Storage Buildings Roof Replacement. Resolution 2020-24.

Public Works Director Scott Thureen stated this is for the approval of the final plans, specifications, and authorizing advertisement for bids for replacement of the roofs for the Public Works Maintenance building and the Cold Storage building.

Motion by Piekarski Krech second by Perry to approve the Resolution 2020-24 Ordering Project, Approving Final Plans and Specifications and Authorizing Advertisement for Bids for City Project No. 2019-18, Public Works Maintenance and Cold Storage Buildings Roof Replacement.

Ayes: 4

Nays: 0 Motion carried.

B. ADJOURN:

The Special Meeting ended at 6:02 p.m.

Minutes prepared by Recording Clerk Yourczek

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, FEBRUARY 3, 2020. 6:02 PM - 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in Work Session on Monday, February 3, 2020, in the City Council Chambers. Mayor George Tourville called the meeting to order at 6:02 p.m. The Pledge of Allegiance was recited.

Roll Call: Present were Mayor Tourville; Council Members Piekarski Krech, Perry, and Bartholomew. Absent; Council Member Dietrich.

Staff: City Administrator Joe Lynch, Assistant City Attorney Bridget McCauley Nason, Technology Manager Marc Gade, Finance Director Amy Hove, Public Works Director Scott Thureen, Community Development Director Heather Rand, Parks and Recreation Director Eric Carlson, and City Clerk Rebecca Kiernan.

1) Technology Plan:

City Administrator Joe Lynch stated as requested by the City Council, this is one of two plans requested for consideration. It is a Comprehensive Technology Plan.

Technology Manager Marc Gade provided the following highlights from his presentation about the information and technology strategic plan. He stated the goals, strategies, and initiatives outlined in the plan would move the IT Division forward to facilitate the technology needs of the city effectively and efficiently.

- The IT Division has six full time employees. The IT Manager, Systems Administrator position, GIS Specialist, GIS Technician, and two IT Support Specialists.
- Supports all Departments for the City.
- A wide range of applications are supported from core applications to mobile apps.
- A variety of hardware is supported.

He stated that the Strategic Plan outlines goals, strategies, and initiatives. It also includes the following Vision and Mission Statements:

Vision Statement: Provides technology leadership to foster effective innovative solutions that deliver information to people when they need it.

Mission Statement: The City of Inver Grove Heights Information Technology will provide secure, reliable, and cost-effective services and solutions that enhance the quality of life in our vibrant community.

Goal 1. Service: Service is the cornerstone of the Information Technology division. The goal is to provide outstanding support and customer experience to internal and external customers.

Strategy 1.1: Provide exceptional service to internal customers.

Customer satisfaction is a direct reflection of the services the IT Department provides. Focusing on how to meet the needs and increase the efficiencies will ensure expectations are met. Some of the initiatives identified to support this strategy are to:

- Have an accurate inventory of hot swap spare devices when economically feasible. This can turn a problem from a three-day turnaround problem to a two-hour turnaround. For example, Squad mobiles.
- Create an annual customer satisfaction survey to gauge how the IT Department is reflected with customers. Offers a chance to provide feedback so they can increase efficiencies.

Strategy 1.2: Provide exceptional service to external customers.

Provide exceptional customer service to external customers. Those customers are the citizens of Inver Grove Heights. Citizens look for information. Providing that information as efficiently as possible meets the strategy. This involves:

- Working with Communications to redesign the Website.
- Understanding what information citizens are looking for and providing the information easily.

- Provide 24/7 support with on call rotation. He stated that IT Staff works during normal business hours. There are two salaried positions within the Division. A call rotation will be implemented for those two positions to provide that level of support.

Strategy 1.3: Train internal customers and IT Staff.

With constantly evolving technology needs, they need to educate customers and staff in order to fully utilize the technology solutions that are implemented. This can be done by:

- Providing quarterly Lunch and Learns to staff. This would be on a variety of different topics from office applications to security.
- Identify and train GIS advocates to help departments better utilize GIS resources. Making sure people are trained to understand what GIS does and how it can provide solutions to problems.

Goal 2. Effective Information Technology: Evaluating business processes and business needs is crucial to ensuring effective technology services. He stated it is also important to identify internal and external collaboration opportunities to streamline workflow and reduce redundancy. Successful technology solutions will reduce manual process, duplication, and error. Effective IT Strategies include:

Strategy 2.1: Software and Hardware Project Management.

Recognize the need to lead on software implementations and provide leadership for evaluation. He stated consideration needs to be given to all software solutions to ensure they are successful.

Lead software implementations by working with Stakeholders to identify needs and properly vet vendors to meet our requirements.

- Evaluate current software capabilities to take advantage of opportunities to improve on utilization and workflow.

Councilmember Bartholomew asked where things were with that process and if there was a timeline. Technology Manager Gade responded it has already begun with re-evaluating the CityView Portal. That was ready to go Live and they took a step back and evaluated the workflow and the process and revamped it. He stated there isn't a timeline on the projects as it will be an ongoing process. The process has begun with CityView, but other core application processes still need to be evaluated. He stated this could be a two-year process.

Technology Manager Gade discussed the following:

Strategy 2.2: Collaboration.

Technology has the ability to bring ideas, people, and work together to achieve goals. Taking advantage of mutually beneficial collaboration opportunities will contribute to our success.

- Move towards building our fiber network and fiber independence by utilizing IGH investment and the Dakota Broadband Board (DBB).
- Engage with County and City partners to participate in shared services when available. The private sector has more consolidation taking place.
- Strengthen relationships between IT and the departments supported.

Strategy 2.3: Standardization and Efficiency.

Standardization is key for manageability and providing exceptional customer service as limiting variables assists with efficient troubleshooting, replacement, or implementation.

- Consolidate vendor resources when applicable. The IT Division manages a lot of different vendors. Having a single contact makes it easier and increases buying power when negotiating contracts. For example, copier and printer services.
- Standardize, organize, and document Technology resources to ensure manageability and cohesiveness. For example, Squad Computers, GIS Repositories, and Inventory.

Councilmember Bartholomew asked how the variables currently exist. Technology Manager Gade responded he could not speak to what happened before his arrival, but there is a mismatch of hardware they are trying to standardize. He is also working on standardizing the network infrastructure. They are currently utilizing three different types. The following was discussed:

Goal 3. Security: A comprehensive layered approach to security is necessary to protect our resources and assets. This encompasses a variety of measures all while trying to limit the impact on our end users.

Strategy 3.1: Compliance.

By the nature of the data facilitated, it is required to be in compliance with a variety of organizations security policies. These policies are a foundation to "Best Practices" and are a useful tool to increase our overall security.

- Ensure compliance with CJIN, LOGIS, and PCI policies.

Councilmember Bartholomew asked what the audit was on these and if they were outside or internal. Technology Manager Gade responded it is an outside audit, but can sometimes be internal. He stated if an audit opportunity arises, they volunteer for the opportunity to gauge where they stand. Councilmember Bartholomew asked if they have an internal audit schedule. Technology Manager Gade responded they do not have an internal audit currently scheduled. He continued the presentation as follows:

Strategy 3.2: Audit.

Creating a baseline to build our foundation allows us to accurately address vulnerabilities and problems.

- Participate in external audits.
- Accurately audit all physical and logical assets. Understand exactly how many computers they have. He stated they have over 600 physical devices they support between cell phones, laptops, workstations, and physical phones.

Strategy 3.3: Training.

The final security measure for any organization is the end user. Proper training and education will decrease our vulnerabilities to provide a more secure environment.

- Conduct "Lunch & Learns" focusing on security.
- Utilizing software to test and train on phishing attacks. This is becoming more and more sophisticated.

Strategy 3.4: Physical Security.

One aspect of physical security is the use of a comprehensive video surveillance system. Security cameras can provide real time feedback during an incident, act as a deterrent, and can assist Police in their investigations.

- Increase the camera footprint for buildings.
- Provide effective camera viewing screens.
- Migrate camera system to a more effective solution.
- Migrate card access management to Information Technology. This is currently not under IT.

Goal 4. Innovation: The constantly changing landscape of Information Technology forces us to consistently evaluate the needs of the city and of our citizens. New technology creates an opportunity to provide information and services to people when they need it. Evolving technology challenges the city to adapt in order for innovation to take place.

Strategy 4.1: Agility.

A proactive vs reactive approach to IT will provide flexibility to incorporate new technology into our environment.

- Simplify technology when applicable. Make sure they are not utilizing software that is not needed.
- Create a "fiber backbone" to accommodate future needs. He stated fiber infrastructure is a 50-year investment. Heritage Park is an example of where WIFI access and camera's may be used.

Strategy 4.2: Data Analytics.

Data analytics identifies metrics to gauge progress, forecast based on previous experience, and allows us to interpret data in innovative ways.

- Gathering and integrating siloed department data to enhance decision making through data visibility and analytics. He stated being able to cross reference data from one department to another will allow for better decision making going forward.
- Expand GIS data collection throughout the City.

Strategy 4.3: Citizen Engagement.

Expand opportunities to engage with citizens of Inver Grove Heights. Create technology avenues for departments to listen, work, and connect with the public.

- Implement solutions to manage, coordinate, and respond to Social Media. He stated they are currently doing this. Social Media is where most citizens are engaging with the city.

- Utilize current software to create forms and surveys to better serve and understand our citizens. He stated by using GIS they can create surveys to get input from citizens.

Strategy 4.4: Trending Technology.

It is difficult to predict what new technology will disrupt the current model and become interwoven within our community. The Information Technology division has a responsibility to evaluate the benefits, risks, and implications associated with this innovation. He stated we recognize the following technologies as possible disrupters to the status quo and will monitor for potential opportunities or impact.

- Driverless Cars.
- Artificial Intelligence.
- Drones.

Mayor Tourville stated the League of Minnesota Cities hired an IT Manager/Chief because cities had a lot of questions. He asked if there have been any interactions with them. Technology Manager Gade responded the city can participate in some of the initiatives they are providing. One initiative involves consolidating licenses such as Adobe, which would bring costs down.

Councilmember Bartholomew asked if the IT Department identified strengths and weaknesses and if they have a priority based on them. Technology Manager Gade responded he has done an evaluation and has a priority list of what he wants to do. Some of the initiatives he wants to conduct are waiting for the hiring of the Systems Administrator position.

Councilmember Bartholomew asked if they were safe with an intrusion defense and if they are testing for it. Technology Manager Gade responded they are not doing any active intrusion defense testing and he has not budgeted for any active penetration testing this year. They will be reviewing security measures as a part of the auditing process. He stated security has been enhanced by upgrading the anti-virus software across the entire organization. It is being actively monitored.

Mayor Tourville stated this would not be done in an open forum, but requested having an update on the strengths and weaknesses within the different departments. This could also include budget information. Technology Manager Gade responded he would be willing to get together with the Council and identify some metrics and decide how often a report would be done, annually or biannually. Mayor Tourville stated the reason behind doing it in a closed forum would be due to virus ware that could be encountered in an open forum. He requested updates be given on a quarterly basis to the Council and Administration.

City Administrator Lynch stated because this would need to be adopted formally as the Technology Strategic Plan, it would be brought to the next Council meeting. Mayor Tourville asked if there was any opposition to having it on the next meeting's Agenda. Councilmember Bartholomew stated as long as they are fully in agreement that they are looking for further information and updates. He stated he would like to know the state of the department.

City Administrator Lynch commented that the City Attorney has stated the first Special Meeting should be closed passing the Resolution.

Motion by Piekarski Krech second by Perry to close the Special Meeting for February 3, 2020. (Motion took place at 6:30 p.m., the Special Meeting ended at 6:02 p.m.).

Ayes: 4

Nays: 0 Motion carried.

2) C.I.P.:

Finance Director Amy Hove stated that Jessica Cook would be presenting the latest draft of the 2020-2024 Capital Improvement Plan for the city.

Jessica Cook, Ehlers, stated this Financial Strategic Plan was last visited at the Council Work Session in November. The plan is updated annually and adopted by the end of the year. It took longer this time due to incorporating the feedback received in November and to be able to have the new Financial Director take part in the process. The focus tonight would be on the following:

1. Pavement Management.
2. Public Works Facility.
3. Funding Collector Streets.

She stated they are trying to take all the capital needs in the Capital Improvement Plan and incorporate those together and all the various funds and determine how that is going to impact the taxpayer. This allows for the information needed to make decisions about the affordability and timing of projects. She stated the cities tax capacity is increasing \$4,354,447 (11%) between 2019 and 2020. This is due to an increase in market values within the city, and because there is a large tax increment district 4-1, up by the movie theatre that expired at the end of last year. That tax base is coming back to the community. She stated the larger tax base allows the city to reduce the tax rate and raise the same amount of revenue. It also allows to fund the capital improvement projects with the lower tax rate.

Councilmember Bartholomew asked if the 11% increase reflects the decertification. Ms. Cook responded it is both the decertification and the increase in market values. She stated that she could find out how much was in each and get back to the Council with that information. Mayor Tourville stated that involves the decertification, the increased market values of existing, and growth. He asked to receive a breakdown of the three items. City Administrator Lynch stated the market value increased approximately 6.1%, 2% in growth, and the remaining in TIF. The exact numbers would be brought back to the Council.

Ms. Cook discussed broader goals they are trying to accomplish through financial planning:

- Maintaining and expanding the cities infrastructure, keeping pace with growth.
- Trying to maintain moderate tax increases. She stated for the term “moderate”, the Council has expressed acceptance of a tax increase within a range of \$70.00 to \$75.00 per year on a median valued home.
- Increase Pavement Management Program funding.
- Keep debt levy at or below 15% of the total levy.
- Maintain General Fund balance at 40% of next year’s expenditures.

Ms. Cook discussed Pavement Management: The City CIP for Pavement Management totals is \$23,517,510 over the next five years.

- Goal: Fund additional street projects beyond the CIP.
- Target: \$1 million dollars in additional funding each year from 2021 to 2024.
- Total additional funding of \$4 million dollars’ worth of projects. The projects have not been programmed or identified yet. She stated if it continues to come in higher and higher, as they have been, this cost may be used for higher than estimated project costs for previous projects. The goal is to give the city more capacity to do more pavement management. There is \$4 million dollars built into this plan to accomplish that.

Proposed City PMP Funding:

The largest source of contributions come from the General Fund. In 2020 it was \$1,750,000. It goes up \$500,000 next year to \$2,250,000 which comes from a pavement management levy. After 2021 it goes up \$250,000 per year. The \$250,000 strives to keep the property taxes on a median valued home in the \$70.00 to \$75.00 range. She stated in lieu of higher increases from the General Fund they have identified two other funding sources:

1. Beginning in 2022 from the Host Community Fund for \$400,000 per year.
2. Franchise Fees. This assumes that in 2023, when the current Franchise Agreement expires, there would be a \$500,000 increase in Franchise Fees. She stated the increase to the taxpayer would be maintained at the \$70.00 to \$75.00 per year range.

Councilmember Bartholomew asked what is driving the increase. City Administrator Lynch responded it was just to get to the million dollars. It is a backfilled number. He stated it would be in effect for five years, that would be the time to consider an increase.

Ms. Cook stated one of the ways they are trying to protect the tax payer is by making sure that the General Fund balance is adequate and meets the policy. One of the ways to change this year would be instead of having transfers from the General Fund to the Pavement Management Fund, do a direct levy that is itemized on the levy that is sent to the County for pavement management. This would have different effect on taxes. If it is a transfer, it is an expenditure. The fund balance policy states they have to maintain a fund balance of 40% of the next years expenditures. She stated this is not only pavement management, but an additional expense to keep the reserves up. She stated if a pavement management levy is created, it is not an expense in the General Fund, it is a levy. It would be levied in the General Fund and moved to the Pavement Management Fund.

Councilmember Piekarski Krech asked how that works in the General Fund levy amount. If it is separate over and above what is levied in the General Fund, or if it is a part of the General Fund but called something else. Ms. Cook responded it is a part of the General Fund levy, but called something else. The intent is that it is used for pavement management but there is no restriction. Councilmember Bartholomew commented by characterizing it as a levy, the dollars are removed from the fund equation that requires to have the amount that is pegged at 40% for a fund balance. Ms. Cook responded yes. City Administrator Lynch stated it is no longer considered an expenditure.

Councilmember Bartholomew asked why they were considering \$400,000 with the Host Community Fund in 2021. City Administrator Lynch responded Council requested staff find other funding sources so they could increase the funding for PMP and try to stay within the \$75.00 tax rate increase annually. Ms. Cook responded there are other demands in the plan for the Host Community Fund for the public works facility and possibly for Heritage Village Park.

Ms. Cook stated the total funding for streets is \$2.7 million in 2020. It is increasing annually over time to year 2024 where it is almost at \$5 million dollars. Almost \$5 million dollars a year in projects are proposed in this plan, but there is not \$5 million dollars a year in funding. Some of the money would come from special assessments and some from the Pavement Management Fund. She stated this draws down some of the existing Pavement Management Fund balance as they start to build up resources over time. Beginning in 2025 they would have \$5 million dollars a year for projects.

Councilmember Bartholomew asked how difficult it would be to figure out what the special assessment number would be. Ms. Cook responded they assumed that 20% of projects would be specially assessed. She stated that the Public Works Director thought that may be low and nearer to 23% to 25%.

Ms. Cook discussed the Public Works Facility with an estimated cost of \$14,190,000. This is the inflated cost. Constructed in 2023. Incorporated into this plan are the following payment methods:

- Bonds: \$5,100,000
- General Fund: \$800,000
- Host Community Fund: \$3,800,000
- Utilities: \$1,000,000
- Central Equipment Fund: \$1,000,000
- Local Improvement Fund: \$2,450,000

Ms. Cook discussed Collector Streets with an estimated cost (not inflated) of approximately \$17,708,000 over the next five years. Projects include:

- 70th Street
- 117th Street
- 65th Street
- New Argenta Trail

She stated the timing and scope of these projects are largely dictated by the County. The primary funding mechanism is State Aid, County participation, and financing through street reconstruction plan bonds. She discussed the tax impact on a median valued home of \$233,300 in 2019 and researched how much it increased in 2020. It had gone up to \$242,800. She stated from there they inflated the values 1% a year. The projected tax rate goes down from 2019 to 2020 and gradually climbs after that. She stated due to budget decisions the Council made, and the increase in the tax capacity, the taxes would decrease in 2020. In 2021, it would be up \$113.00, go down to \$86, \$76, and then \$81.00. For comparison, 2019 taxes to 2021 taxes have an increase of about \$100.00 over the course of two years. This would be about \$70.00 or a 5.5% increase.

Ms. Cook discussed the debt policy stating that the city would strive to limit the debt levy to approximately 15% of the total city-wide levy. The debt levy is a percent of the total levy. In 2019 it was 12.3%, it is expected to go up to 13% in 2020. She stated in 2019 they would begin to get the debt service from Fire Station bonds to 2024 and beyond. In 2020 they start issuing debt for the streets which causes the percentage to start to increase. In 2024 the public works facility debt would begin and would get them to 15.4%. She stated they are at the limit on debt with the projects in this plan. If the city maintains its current debt policy, it will constrain the cities ability to issue debt beyond 2023. These projects will be financed within the constraint of the debt policy.

The following are key assumptions in the plan:

1. Revenues: Increase 2-3% annually.
2. Expenses: Increase 3-5% annually.
 - 4% assumed for the General Fund.
3. All capital projects funded as requested by department heads, plus an additional \$4 million dollars of PMP projects.
4. Values: The city's tax capacity increases 2% annually. She stated she misspoke earlier when she stated the median valued home was going up 1%. It is actually going up 2%.
5. Fund balances: General Fund is maintained at 40% of expenditures (including transfers out) per policy.
6. Sample value home: \$233,500 in 2019.
7. Franchise Fees: Increase projected in 2023.
8. Inflation on Capital Costs: 5% annually.

Ms. Cook stated the next steps would be to get feedback from the Council and incorporate that into the actual plan document. That document would be brought back to the Council for acceptance and approval. She stated this is intended to be a working plan, if another project comes up, the model is built.

Councilmember Piekarski Krech asked about the 2% growth capacities and if the assumption was that Franchise Fees would go up and is based off of the growth of the city. Ms. Cook responded the Franchise Fee remains fixed until the end of the contract period. The \$500,000 increase in the Franchise Fee is that a decision is made to change the rate. Councilmember Bartholomew stated it was a big rate increase and asked the City Administrator if they could raise the rate that big or if there was an Ordinance or Statute that precludes them from increasing it that much. City Administrator Lynch responded there is a limitation on the percentage. He stated the time period has been in effect for five years, the challenge was if there were other ways to increase funding besides just the General Fund taxes. The Host Community Fund and the Franchise Fee were also checked into as possibilities. He stated it could be less, or increase another source. Councilmember Piekarski Krech asked what was used for assumptions for Host Community. Ms. Cook responded they assumed the fees from the primary landfill would be \$2 million dollars per year, consistent with recent receipts. There are two additional signed Agreements, one for \$250,000 for five years, and \$100,000 for ten years. There is a smaller Agreement for \$25,000 a year. Those were components into the Host Community Fund. City Administrator Lynch stated the largest one goes until 2031 (Republic), the 10-year is with Frattalone, they looked at five years of that ten-year time period. Mayor Tourville stated the plan was for that to go away. Franchise is by address and type of business, not a percentage. He commented that with joint County projects he was unsure how much the city share would be due to partnerships.

Mayor Tourville asked the Public Works Director for clarification on the totals and if they included help or if it was just the city's share. Ms. Cook responded it was her understanding those were the total. Revenues from other contributors in the plan offset that. Public Works Director Thureen responded the \$17.7 million dollars is the city's share for everything. Three of the four projects are covered by other fund sources such as State Bonding and State

Aid. He stated they were uncertain about 117th Street. Mayor Tourville stated other funding sources would be looked into for that project. Councilmember Bartholomew asked if they are overstating the projection of bond/debt requirement for streets. Ms. Cook responded she has been discussing this topic with Amy. She commented that her understanding of how street projects work is that the city pays for it and is reimbursed from other sources. In the plan there is more bonding, then reimbursement, build cash up in the fund, and then some of the cash is available for the public works facility. If bonding less for street projects, they would need to bond more for the public works facility.

Mayor Tourville asked if \$17.7 was the total amount without reimbursement, or if it included reimbursement for the four projects. Public Works Director Thureen responded that is the total. Ms. Cook agreed. Mayor Tourville stated he was concerned about 117th Street. Public Works Director Thureen responded that 70th Street/new Argenta Trail is a big project with the County and Eagan. State bonding for that is at \$6.1 million dollars.

Mayor Tourville stated it would be helpful if the projects included the dollar amount for each of the four. That could also include the possible reimbursement or bonding in order to offset the \$17.7. Councilmember Bartholomew stated another component would be that any excess would offset bonding for the public works facility. City Administrator Lynch stated they would come back before the Council with those numbers that include costs, sources, and net in March.

Mayor Tourville stated the County wants 117th Street sooner rather than later. It is a city street. The city is the one that has to apply for the bonding. It would be a co-project, as the State is also involved.

City Administrator Lynch asked if the Council was fine with the direction of the PMP. Councilmember Bartholomew commented that a 50% increase to the Franchise Fees would be a tough sell. City Administrator Lynch responded the counter balance is that we are still not at the funding level we should be according to the plan. Councilmember Bartholomew stated it is a matter of increasing the franchise or the General Levy. Councilmember Piekarski Krech stated there is transparency regarding why it's being done and what is happening. She questioned if the Franchise Fee is done, if taxes are less because it is being paid there. She stated that people look at the Franchise Fee as a tax, it's a tax that can't be deducted. Councilmember Bartholomew stated it is a tax that doesn't reduce the General Levy. Mayor Tourville stated assessments seem to be getting closer to a little over 20%, it is supposed to be over 30%. If assessments were closer to 30%, the Franchise Fees probably wouldn't need to be increased by 50%.

Mayor Tourville stated the Council agrees there is a need to be more aggressive on street projects. This last winter had devastating effects on some roads that are not currently in the plan. City Administrator Lynch asked if the Council would prefer trying a different method other than increasing the Franchise Fee. He stated that Councilmember Bartholomew commented about tapping into the Host Community Fund earlier, or that it could be a larger extent instead of \$400,000. Councilmember Bartholomew stated he would like to see that. Councilmember Piekarski Krech stated she would rather use the Host Community Fund. Mayor Tourville stated he would rather use the Host Community Fund instead of having a 50% increase in Franchise Fees.

Councilmember Perry asked Finance Director Hove if the Council could get the breakdown of what the balance is in the Host Community Fund, how much is going in annually, and what is projected to come out of it for the next few years. Mayor Tourville suggested Frattalone's zero out as an estimate. Councilmember Piekarski Krech suggested they only count on the main one and look at where that money lasts.

City Administrator Lynch stated this information would be brought back at the March Work Session.

3) CityView Software Construction Permit Portal Demonstration:

Community Development Director Heather Rand discussed a new service being offered to residents that pertains to Building Construction Permits. Residents and Contractors can now make online Application for some Permits. This is the first step. They hope to continue the capacities to offer services like this for residents in the future.

She gave a Power Point Presentation and stated that CityView is a suite of software the community invested in years ago. It is used to assist with building inspections, planning review, and some code compliance tracking. She stated the building inspection crew has the software on tablets they use to update their reports and then the information goes back to the electronic file. Add-ons are purchased over the years to be able to do more. Portal is the software component and allows residents, Contractors, and businesses the opportunity to apply for a building inspection license online 24 hours a day. Payment can also be made this way. This does not include all building permits.

She discussed the following Key Customer and Staff Benefits:

- Electronic submittal process reduces customer and staff time for permit issuance.
- Allows customers greater flexibility in acquiring permits.
- Electronic payment processing eliminates reliance on the Finance department to process payments.
- Customers have access to permit status and inspections without the need to call or email staff for information.

Now available for online applications:

- Residential Only: Re-roof or Re-side
Mechanical: Furnace, A/C, Fireplace, or Gas Piping
Plumbing: Utilities, Water Heater, or Water Softener and all other fixtures

Community Development Director Rand stated this began in the last week of December. Residents and contractors have been utilizing it and positive feedback has been received. Residents can still come in and apply at the business counter if they wish.

Must be applied for in-office or by mail:

- All commercial and multi-family residential permits (4 or more units)
- Permits requiring plan review: Additions, Remodels, and Commercial work

She discussed the permit application process stating with the software, the resident would go to the city website and click the button asking if they are interested in applying for a license or permit. They are taken into the Portal to apply for the license. Other options would be to type in building inspection licensure as a search, or go to the Community Development Building Inspections where they can also locate it. She stated the process involves applying for the permit, it goes for review by staff, it is validated, they are notified via email that everything is in order and they can make payment. If payment is processed and looks good, they are notified the license is ready. It can be printed out at home.

Councilmember Bartholomew asked if an individual goes in for an application, if there was an opportunity to use a workstation to key it in instead of giving the information or filling out a form. Community Development Director Rand responded that is the intent within the next 60 days. City Administrator Lynch stated it has been budgeted and planned for from a technology standpoint and would involve a touchpad of some sort.

Community Development Director Rand displayed a photo of the City website and one of the pages where you can get into the online system called Portal. There, the user would make an account with a user name and password. She stated this data melds with the files they have online. Costs of the permit are shown before the user clicks submit, so they know what they are getting into. A receipt of what is submitted is given. Once submitted, and if during normal business hours, this goes to one of three Technicians in the Building Inspection Division and reviewed for content. She stated if everything is in order, they will approve the permit and send the user an email requesting they submit information for payment.

Community Development Director Rand discussed another service the Portal provides called Online Public Search. This allows Realtors or homeowners who are curious about what building permits have been pulled on a given property address. By going into the portal site and entering an address, anything that is within the Building Inspection files would show up. She stated not everything is entered yet, for example, anything over 10 years, but everything within the last couple of years should show up.

Mayor Tourville commented that a water softener from 2006 doesn't mean it is the last water softener installed. Councilmember Piekarski Krech stated a permit is needed to put in a water softener. Mayor Tourville commented he

didn't believe one was needed if it was replaced. Community Development Director Rand stated a permit is needed, but some people do not realize this.

Community Development Director Rand discussed future possibilities stating this could be used with rental licensing, contractor licensing, electronic submission for all permit types, electronic plan review, and inspection scheduling. She stated the city has already purchased a component for rental licensing that would be implemented over the next couple of months. She stated they hope to purchase an add-on called contractor licensing. That involves all types of building permits. Other cities are doing this and is something this city would like to explore. She stated their team, which consists of the Assistant to the Chief Building Official Trina Barr, Chief Building Official Steve Johnson, and IT Manager Marc Gade, will be visiting the City of Bloomington to see how they are utilizing the Electronic Plan review. She stated Inspection Scheduling is another add-on component that would be helpful.

She stated the CityView staff is located in Canada, getting this all set up included a lot of phone calls. Everything has been well tested before being rolled out. She stated Amy, the Communications Manager, is helping to get the word out. Word is already out on the website and would be put out on Facebook and the next quarterly newsletter. She asked the Council to let others know about this.

Councilmember Bartholomew stated next Thursday there is a meeting with the Chamber. He suggested making sure they are aware of the software portal.

4) Northwest Area Park Update:

Parks and Recreation Director Eric Carlson updated the Council on the Northwest Area Parks stating there hasn't been significant progress, but have been hearing more from residents in the area. The following was highlighted:

In 2014 the Council adopted the Northwest Area Park Plan that included:

- 5-6 parks
- 10-15 miles of trails
- Take advantage of 20% of open space when possible
- Anticipate approximately \$19 million in park dedication
- Anticipate approximately \$19 million in acquisition, development, and construction

Park South of 70th (County Road 26):

- Looking for a 5-10-acre parcel
- Past discussion with two property owners stalled
- Anticipated land acquisition \$500K
- Anticipated development \$500K
- 246 units has provided \$700K in park dedication

Park North of 70th (County Road 26)

- 20-25-acre parcel
- Working with Dakota County in securing property that is on the Eagan/Inver Grove Heights border to be used for extension of the Mendota/Lebanon Regional Trail as well as city park purposes
- Roadway/greenway/park/private development
- Anticipated land acquisition of \$2 million dollars
- Anticipated development of \$1.4 million dollars
- 306 units has provided \$870K in park dedication

Trail/Sidewalk Connectivity:

- Build system of trails/sidewalks that connect neighborhoods to our parks
- Install grade separated crossing of major roadways when feasible to connect trails/sidewalks/parks. On the extension of County Road 26 west of Argenta, the Regional Trail dead ends on the north and south of 70th, there is a planned tunnel that is a part of the overall construction project
- Provide for pedestrian crossing of roadways at key intersections to connect trails/sidewalks/parks

Councilmember Piekarski Krech asked if the proposed tunnel would be included in the costs. Parks and Recreation Director Carlson responded he believed that would be a cost to the roadway project.

He continued with the NW Area Park Development Challenges:

- Land availability and price per acre
- Topography
- Public infrastructure (roads, storm water, etc.)
- Development fees
- Providing access to acquired property

Park Interest:

- Residents have been extremely patient and anxious to see progress on parks
- Some have suggested we purchase a lot or two and build a playground
- Not a good long-term policy for the city

Councilmember Piekarski Krech asked if they are still trying to negotiate with the County on some land when they put the road through. Parks and Recreation Director Carlson responded public works is working with Dakota County on Argenta Trail. Their hopes are that there would be some land available to the city as a part of that transaction for the extension of Argenta Trail. This would likely be south of County Road 26.

Mayor Tourville commented it was delayed a year by the County. He stated they were told by the County that negotiations would be starting up again in the spring in terms of roads and parks.

Dustin Delmonico, lives off of 65th Street, displayed a map and stated the neighborhood has 123 homes. Most have kids. The main concern is that kids are going to start driving by the time the park gets in. He discussed the major roadways that surround the properties, 70th, new Argenta, and Robert Street. The concern is having kids crossing those roads. He stated Lennar is one of the biggest builders and asked why they were not required to put something in on their own when they built the development. He stated there may be opportunity north of 65th, where about 60 homes are going in. He commented they are not asking for a huge five-acre park, just something for the kids to walk down the street to go swing, sit, or eat lunch. They just want to see something happen.

Mayor Tourville suggested attending Parks and Recreation meetings to get started and up to date. He responded the builder didn't build a park, but did pay park dedication. The parks plan is for 25 acres. Mr. Delmonico stated if it takes 5-7 years, he would love to have a swing set in the meantime. Mayor Tourville stated it has to be something south or north of 70th. There is a plan for a tunnel, which is west of Argenta on 70th as a part of the trail system. He suggested getting the neighborhood together so the Council can hear the comments.

5) Discuss Heritage Village Park Phase 2 Funding:

Parks and Recreation Director Eric Carlson discussed Heritage Village Park and funding for the next phase. He stated in 2019 over ½ the parking lot was built, the area was graded and seeded. He displayed a rendering of the next phase of development that would take place with an inclusive playground, shelter, and restroom facility. The proposed funding sources for the project, which is estimated to be approximately \$2,300,000, follows:

- \$950,000 from Dakota County ELF (Environmental Legacy Fund) Grant
- \$600,000 from the Host Community Fund
- \$600,000 from Financial Donations from various donors
- \$140,000 In-Kind Donations from various donors
- \$10,000 from All Can Play IGH Donation

He stated they wanted to make the Council aware and get feedback on going out and asking for donations.

Presentation materials would be developed before sitting down with donors. They would identify local businesses that could donate large sums of money towards the project, and may be able to donate some in-kind services. He stated the Mayor and Staff would approach the businesses for donations, and depending on the size of donation,

businesses would be recognized based on the level of support. This could be on naming rights, signage, or plaques at the park.

Councilmember Piekarski Krech asked what other projects this has been done for. Parks and Recreation Director Carlson responded the Community was asking to donate for the Veteran's Memorial Community Center. Various levels of a brick campaign are currently displayed at the Community Center, the Legion also donated money. Councilmember Piekarski Krech stated she didn't know if the city was behind that. She thought it was the Hockey Association and various groups in town. Mayor Tourville stated the Hockey Association did their own donation. It wasn't the Parks and Recreation Department that did it, it was the city. Councilmember Bartholomew asked if the city solicited the funds for those donations. Mayor Tourville responded the city set limits for the bricks that are displayed.

Mayor Tourville stated as we are doing two major park projects, the northwest area probably feels this is taking a lead role and is being fast tracked while theirs is slow. The money is not being used in lieu of trying to get something in the northwest area. Parks and Recreation Director Carlson agreed. He stated the revenues collected through park dedication in the northwest area sits in the Park Dedication Fund to be used for park needs in the northwest area. There is approximately \$2 million dollars in the 402 Fund waiting for park improvements in the northwest area. He stated the funding suggested for this phase of development in Heritage Village Park does not include any park dedication money.

Councilmember Piekarski Krech stated she did not want to use Host Community Fund money; it is needed for streets. She commented they also need to keep in mind replacement and upkeep. Parks and Recreation Director Carlson responded when they have added operational expenses, they expect the General Fund to cover those expenses. The Host Community Fund is not being used to fund the maintenance of the parks system. Mayor Tourville stated the rules have changed with ELF Funds from the County. They are looking at every city to participate more than what they have been participating in. Councilmember Piekarski Krech stated this is a Regional amenity, there are other areas that need attention such as the northwest area and streets. She commented that money is needed in the Host Community to use for streets. She asked if they know how much they are getting based off of how much they are requesting. Parks and Recreation Director Carlson responded that is unsure, they have not applied yet, but believe the application would be looked upon favorably. They are working through the changing criteria process with them.

Parks and Recreation Director Carlson stated one purpose this evening was to make sure the Council is comfortable with the Mayor and himself knocking on doors of some of the larger corporations in town to see if any of them are willing to give cash or in-kind services towards a project for Heritage Village Park. Mayor Tourville commented about the financial component from the various donors, stating that a few of the County Commissioners have questioned if they should go out and ask for donations, they could give less, or wait to find out if they get ELF funding. He stated it has been suggested by some of those Elected to find out if the ELF Grant is successful. Councilmember Bartholomew asked when filing the ELF Grant, if the funding sources are included. Parks and Recreation Director Carlson responded they identified their funding sources the last time they submitted an ELF Grant, the same would probably be done again. Mayor Tourville stated they may look for what the city has already invested.

Councilmember Bartholomew stated the infrastructure is in place, it's a useable amenity, open space. He stated \$600,000 out of the Host Community Fund will be contentious. Mayor Tourville suggested looking into other funding sources. He stated the key is the ELF Grant. Councilmember Piekarski Krech was concerned about going around town and asking for donations as it hasn't been done in this scope before. She was concerned about the naming rights. Mayor Tourville stated when looking at the one set of donors within the area, there could be between 5-10. He asked if staff should go forward with application on the ELF Grant. Councilmember Bartholomew responded they should, but still have to be cautious about what they are locking themselves into. Mayor Tourville stated application for the Grant is due April 1st. Councilmember Perry asked when a decision would be made about the receipt of the

ELF Grant. Parks and Recreation Director Carlson responded they would find out more when they meet with them this week, but guessed it could take 30 to 60 days.

Parks and Recreation Director Carlson encouraged the Council to allow the Mayor and himself to knock on a few doors in the near future just to see what type of reception they get. It would be a good way to see whether they can generate revenue through donations. If they can't, they can say they are not ready for this project at this point. Councilmember Bartholomew stated he wasn't opposed to staff or the Mayor asking for donations. Councilmember Piekarski Krech questioned if they should say it is on the part of the city, or the Mayor and the Parks Director. Councilmember Bartholomew stated they would have to come up with a plan on how to frame it. He suggested looking for legal advice. Mayor Tourville stated he was willing to volunteer, but that details need to be worked out.

Mayor Tourville stated there is an additional cost by making this a special kind of park. He stated with an ELF Grant, things could continue. Without the ELF Grant, there is no project at this time. He suggested to continue the ELF Grant, but wait on asking for donations. He stated they are trying to put criteria together in order to get four votes for the ELF Grant. Councilmember Piekarski Krech stated there are two County Commissioner's in Inver Grove Heights. The people working and raising funds need to start writing to those County Commissioner's to vote for this. There are two other Commissioner's that live close to this area that an accessible playground is enough of an amenity to vote for.

Mayor Tourville suggested getting the criteria on the ELF Grant as its being worked on. Continue to work with Dakota County staff on the criteria, and then they would come to the County Board and they make a decision. The County Board decides on applications in April. He stated the ELF Grant is key to the park. Parks and Recreation Director Carlson stated it is not an exclusive park, it's an inclusive park. They want anyone and everyone to come there, it's not just for certain people. Mayor Tourville stated it is a park for all abilities.

B. ADJOURN:

City Administrator Lynch stated the MLC Meeting takes place on Friday at 7:30 a.m. This is an opportunity for all decision makers at the State Capital to get together and hear about the issues and concerns the cities of the MLC have.

Motion by Perry second by Bartholomew to adjourn the meeting at 8:13 p.m.

Ayes: 4

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, FEBRUARY 10, 2020 - 7:00 P.M. - 8150 BARBARA AVENUE.**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, February 10, 2020, in the City Council Chambers. The Pledge of Allegiance was recited. Mayor Tourville called the meeting to order at 7:00 p.m.

2. ROLL CALL:

Present were: Council Members Piekarski Krech, Bartholomew, Perry, and Dietrich; City Administrator Lynch, City Attorney Kuntz, Community Development Director Rand, Police Chief Chiodo, Police Commander Haugland, and City Clerk Kiernan.

3. PRESENTATIONS:

There were no presentations.

4. CONSENT AGENDA:

- A. i. Minutes from the January 27, 2020 Town Hall Meeting.
- ii. Minutes from the January 27, 2020 Regular Council Meeting.
- B. Disbursements for Period Ending February 4, 2020. **Resolution 2020-25.**
- C. Consider Approval of Rental Licenses.
- D. Confirm and Approve Personnel Actions.
- E. Consider a **Resolution 2020-26** filling Lieutenant Position.
- F. Consider Resolution **2020-27** Approving the Negotiated Settlement and release related to MDHR Charge No. 69011.
- G. Consider Pay Request #1 and Change Order #1 to General Sheetmetal LLC for the VMCC/Grove HVAC Project.
- H. Consider a Resolution **2020-28** Receiving Revised Feasibility Report and Scheduling a Public Hearing for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).
- I. Approve Information Technology Plan.

Motion by Bartholomew second by Perry to approve all items on the Consent Agenda.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

There was no public comment.

6. PUBLIC HEARING:

A. Consider a Resolution approving the application of Inver Grove Heights Baseball Association for a premises permit to conduct lawful purpose gambling operations at Celts Pub, 6559 Concord Blvd. Resolution 2020-29.

Tabitha Alberghetti, 3900 76th Way, from the Inver Grove Heights Baseball Association, stated they are requesting a permit for charitable gambling to take place at Celts on Concord.

City Clerk Rebecca Kiernan stated everything is in order and the background has been passed.

Councilmember Bartholomew asked if all of the requirements for filing have been given to Ms. Alberghetti from the City Clerk. He stated new gambling sites may not understand the reports that have to come back

to the City and wanted to ensure she was aware of them. Ms. Alberghetti responded she was given the information and is aware of the requirements. She stated they have filed with the Gambling Board.

Motion by Perry second by Dietrich to close the Public Hearing at 7:13PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew second by Perry to approve a Resolution 2020-29 approving the application of Inver Grove Heights Baseball Association for a premises permit to conduct lawful purpose gambling operations at Celts Pub, 6559 Concord Blvd.

Ayes: 5

Nays: 0 Motion carried.

B. Consider a Resolution approving the application of Saint Thomas Academy Alumni Association for a premises permit to conduct lawful purpose gambling operations at Mallards Restaurant, 5681 Blaine Ave. Resolution 2020-30.

City Clerk Kiernan stated the Saint Thomas Academy Alumni Association would fulfill the intent of the Ordinance to maintain it's use of proceeds within the city and its designated trade area.

Greg Walsh, 2480, 91st Street East, Vice President of the Saint Thomas Academy Alumni Association, gave an overview stating Saint Thomas Academy began in 1885. The College and High School co-existed until 1965 when it moved to its current location in Mendota Heights. There are 675 boys enrolled at Saint Thomas Academy in Grades 6-12 that come from Dakota and Ramsey Counties. He stated the Saint Thomas Academy Alumni Association is a 7,000-member Organization with 91 members residing in Inver Grove Heights. He stated there are over 450 unique relationships of Inver Grove Heights residents and Saint Thomas Academy that include extended family members that also reside in the city.

He stated they are seeking a Charitable Gambling Application from the City, Pursuant to Title 4 Chapter 7 of the Inver Grove Heights City Code. The application seeks approval to operate at the new Mallards Restaurant off of Upper 55th. He stated the Council should have a letter from the Suddath family, who owns the Restaurant, in support of the Application. He stated the Alumni Association and the Suddath family are looking forward to a partnership together in Inver Grove Heights to run a successful charitable gambling operation and restaurant in town.

Mr. Walsh discussed the Saint Thomas Academy Alumni Association's Charitable Gambling History stating they sought their Minnesota Gaming License in 2019 with a successful operation at Buffalo Wild Wings in Eagan. Upon license receipt, they hired Minnesota Gaming Services as a Consultant to ensure requirements are completed properly. He stated they have a Gambling Manager, Mr. John Sturner, who is a 35-year retired St. Paul Police Officer/Deputy Chief. For 38 years Mr. Sturner was in the Army National Guard, retired as a full Colonel, and was a member of the Inver Grove Heights Planning Commission.

He stated the goal is to use the funds two ways. One way would be to benefit Inver Grove Heights Youth Sports or the Recreational Community every year. He stated they would talk with members to determine the best way to pay back residents of the city. He stated the second way is that they believe the funds would be funneled back to STA families that reside in Inver Grove Heights. Not just in this city, but other surrounding communities through scholarships and financial aid so they can attend Saint Thomas Academy. He asked the Council for approval of the permit.

Councilmember Bartholomew asked Mr. Walsh if he reviewed and understood the requirements for the proceed percentage that needs to go to the city and/or defined trade area. Mr. Walsh responded he understood.

Motion by Piekarski Krech second by Perry to close the Public Hearing at 7:12PM

Ayes: 5

Nays: 0 Motion carried.

Motion by Perry second by Piekarski Krech to approve a Resolution 2020-30 approving the application of Saint Thomas Academy Alumni Association for a premises permit to conduct lawful purpose gambling operations at Mallards Restaurant, 5681 Blaine Ave.

Mayor Tourville stated Mallards will be opening in late February.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. Outfront Media, LLC – Consider the following actions:

- 1. The First Reading of an Ordinance Amendment to expand the geographic area of the Dynamic Display Billboard Overlay District.**
- 2. An Ordinance Amendment to Rezone to Dynamic Display Billboard Overlay District an area on the north side of Hwy I-494.**

Community Development Director Heather Rand stated there is an Applicant that owns two billboards on the north side of I494, located on the new mini storage property east of Highway 52. The Applicant, Outfront Media, LLC., is proposing to convert the westerly most sign into a dynamic display billboard. Doing so requires Ordinance changes and would be done in three readings. She stated the proposed display would be on the same post and the same size. On January 21st, the Planning Commission considered the request and accepted Staff's recommendation to approve the Ordinance changes. She stated one Amendment is to expand the geographic area required as a part of the Dynamic Billboard Overlay District. The second change is to rezone the overlay district to include this area.

She stated the Planning Commission voted 6-3. The concerns pertain to billboards being a distraction. Staff checked with the Police Department and neighboring cities with these displays, and while the complaints have merit for some, they are not a large concern for many other communities. Staff recommends approval of the Ordinance changes.

Councilmember Piekarski Krech stated if looking at the Ordinance amending rezoning the property, in the verbiage after the lined-out section, she questioned why it would be approved if that was what would be said. Community Development Director Rand responded she would look into that item further. Mayor Tourville stated there was discussion several years ago about dynamic billboards, part of it was doing just a couple to ensure length of the display and if it was a distraction. It was made to be in a smaller area to get started.

John Bodger, Outfront Media, stated they built the only digital billboard in Inver Grove Heights out by Highways 52/55. That has been there almost eight years without any complaints about distracted driving or excessive accidents. That exact sign would be placed over on 494. Mayor Tourville stated some of the complaints from other cities was from the neighborhoods near them due to the bright colors. That was the reason behind having three readings. Mr. Bodger stated they are computer controlled and can be

dimmed. Councilmember Piekarski Krech asked if the city would receive advertising on it. Mr. Bodger responded yes; an agreement is drafted that states the city is given an allotted time.

Community Development Director Rand commented that City Code states it to be five hours minimum. The amount can be negotiated. She stated it would be five hours over the course of a month that the billboard must flash a community goodwill messaging. The one along Highway 52 promotes events at the Community Center, Parks, or other events.

City Attorney Tim Kuntz addressed what Councilmember Piekarski Krech referenced stating the language was in the original Ordinance. The purpose at that time was distinguishing why not all billboard allowed areas were dynamic billboards.

City Attorney Kuntz stated the First Reading is the Ordinance Text Amendment. The second is the Ordinance Amendment itself to rezone. That one requires one reading and does not need to be addressed this evening. He noted for the second one, the first 60 days expires on February 21. He stated the Planning Department would probably set an extension evoking the second 60 days. That item can be directed to Planning.

Motion by Piekarski Krech second by Perry to approve Outfront Media, LLC – Consider the following actions:

- 1. The First Reading of an Ordinance Amendment to expand the geographic area of the Dynamic Display Billboard Overlay District.**

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated the second portion would be addressed during the Third Reading.

POLICE:

B. Consider Third Reading of Ordinance Amending City Code 4-1-19: Civil Penalties and Sanctions of, Chapter 1 Alcoholic Beverages of Title 4 Business Regulations and Consider Resolution Approving Summary Publication of Ordinance amending Title 4, Chapter 1, Section 19 of the Inver Grove Heights City Code Related to Civil Penalties and Sanctions for Liquor License Violations. Resolution 2020-31.

Police Chief Melissa Chiodo stated this is the Third Reading. The proposed Ordinance intends to better define what is considered civil penalties and sanctions. The adoption of the more clearly defined language allows Police a clear way to determine a violation of this section. The two changes are:

1. In Section 1: Failure to comply with any provisions of this Chapter are separate failures. She stated this was so people were not confused if they failed to provide alcohol server training and failed a compliance check. Those are two separate failures.
2. The wording in Section 2: The Police Chief or his/her designee will recommend three potential calendar dates for the suspension to the Council. The Council will select the suspension date.

Mayor Tourville stated some businesses had commented favorably about the business updates offered and how it would help them versus being reactive to them failing. The businesses thought it was a great idea. He stated as Council, they would like the follow through with that. Police Chief Chiodo agreed and responded one meeting was offered with three businesses attending. Those businesses provided information that will be discussed in a Council Work Session. She stated continuous meetings have been offered either twice a year or quarterly.

Councilmember Dietrich stated she had the same question about what type of feedback has been received from license holders. Councilmember Bartholomew stated he wanted to make sure there was full disclosure and full communication with all of the license holders.

Motion by Dietrich second by Piekarski Krech to approve the Third Reading of Ordinance Amending City Code 4-1-19: Civil Penalties and Sanctions of, Chapter 1 Alcoholic Beverages of Title 4 Business Regulations.

Ayes: 5

Nays: 0 Motion carried.

City Attorney Kuntz asked that by separate motion, the Council consider a free-standing Resolution that approves publication of the Ordinance in summary form as allowed by Statute.

Motion by Piekarski Krech second by Perry to approve a Resolution 2020-31 Approving Summary Publication of Ordinance amending Title 4, Chapter 1, Section 19 of the Inver Grove Heights City Code Related to Civil Penalties and Sanctions for Liquor License Violations.

Councilmember Bartholomew asked the City Attorney about the summary publication and if it directs where to find the full chapter and verse. City Attorney Kuntz responded it directs them to where the full Ordinance can be seen. The summary is contained in the packet materials.

Ayes: 5

Nays: 0 Motion carried.

C. Consider Third Reading of Massage Licensing Requirements and Consider Resolution Approving Summary Publication of Ordinance Amending Chapter 8 of the Inver Grove Heights City Code Related to Massage Business and Massage Therapist Licenses. Resolution 2020-32.

Police Commander Dennis Haugland discussed the Third Reading of the Massage Licensing Ordinance stating changes were requested by Council at the last City Council meeting. Those changes were made with the help of the City Attorney. Once the language was drafted, the proposed changes to the Ordinance were sent out to the businesses and Massage Therapist License holders on January 29th. As of today, no feedback has been received. Changes to the Ordinance are as follows:

- 4-8-11 – Inspections Division: When the exterior door is locked it must be opened for Police Department or City Staff for an inspection. If the door is not opened it could be grounds for license denial.

Councilmember Bartholomew asked when they are at the door, if it must be said if they do not open the door, they could lose their license. Police Commander Haugland responded at that time they would say they are there for an inspection. If the door is not opened for them, knowing it is an inspection, they would come back and propose that their license would be revoked, suspended, or denied.

- Doors, Locks, and Latches: This is regarding how someone gets out if that door is locked and they are in a massage room. The wording states "If that interior door is locked it must be able to be opened from the inside without having to use a key". He stated there is language included about a crash bar too.
- Chair Massages: They looked into what a good number would be for this. The current Code is 10. They looked at 12. He stated the packet reads that it is 24. It is two days per month that someone could come in and do those types of massages.
- License Premises: For age and age requirement to be on the premises at a massage business. You cannot have anyone under the age of 18 in there. He stated it now reads there is a potential to have a business that is massage, hair, and nails, and people may go in for different services. He stated this speaks about if you are going in for massage therapy you must have a parent or guardian with you if you are under the age of 18.

Councilmember Dietrich asked if he was referencing 2C. Police Commander Haugland responded he was discussing K2J 481. Councilmember Dietrich asked if the parent needs to be in the room where the massage is given. She commented that a lot of young athletes may not want the parent in the room for privacy reasons. She asked what that language would look like. Police Commander Haugland responded

the specific wording for that reads “To obtain massage services at a massage business unless accompanied”. To him that means they have to be there. Whether that is in the room or not, is unknown, but a parent needs to be with them in order to have massage services. Councilmember Dietrich asked if he anticipated a problem with that if they are in the building. Police Commander Haugland responded no, they want the parent with them, not necessarily in the room.

- 4-8-1 K2N: Deals with the posting of rates. This is a change from the lobby to a prominent location on the business premises.

Mayor Tourville stated there were conversations about the licenses and where they need to be posted. The State doesn't issue a Massage License, just Certification. Other Minnesota Licenses state it has to be in the area where you work. He commented he was unsure what Massage Therapists thought about this. Police Commander Haugland responded there are two Massage Therapists in attendance that could speak regarding that question.

Terri Hanson, Owner of Concepts in Massage Therapy and Body Work, 5878 Blackshire Path, stated her certifications are located in her office area where clients can see them. This includes the Massage Therapy License and Business License.

Mayor Tourville asked where information would be posted if three Massage Therapists were at one business. Ms. Hanson responded it could be posted in their treatment rooms.

Councilmember Bartholomew stated the intent of the Ordinance is that they are displayed for the public to see. It is not a requirement that each room have a copy. Police Commander Haugland responded that was correct.

Ms. Hanson asked if interpretative services have been added for people who go in to apply for licenses. City Clerk Kiernan responded it was the Applicant's responsibility to bring an Interpreter with. Ms. Hanson commented that past paperwork had been looked into and that hers was found to have been missing a record of tax licensing. She asked if other licenses were looked into with things that may have been missed. City Clerk Kiernan responded she has been doing complete checks and there are things that have been missed.

Ms. Hanson asked if a Fire Ordinance had been added. Police Commander Haugland responded yes, that was referenced in a different reading.

Ms. Hanson discussed Occupancy Certificates, stating the Fire Marshal and City Inspector both came out and found fire deficiencies. She stated she emailed him but he hasn't come back to look at the Fire Extinguishers that were out of date from the building owner's standpoint. She asked if it was redundant doing an Occupancy Certificate as well as Code. It states all businesses must be compliant with Building Codes and Fire Codes. She commented she also has to have the Occupancy Certificate and it's also written into language. Councilmember Piekarski Krech responded it is to remind people, it's not making an extra regulation, it is just repeating it somewhere else.

Mayor Tourville stated if there is a language situation or issue, an Interpreter should be brought with when they come in. Ms. Hanson stated she is also a Paramedic here and in the State of Wisconsin. From a human trafficking perspective, that Interpreter is most likely the “handler” that is handling that person and keeping them under lock and key. She stated the benefit to having an Interpreter on your side is a benefit to the city that information is being accurately communicated back and forth. Having Interpretive Services available helps someone from being trafficked. She stated for example, Hennepin County Medical Center has full time staff hired to interpret for patients. They do not use family interpreters so information going back and forth is accurate. She stated they may not be interpreting on their behalf. Mayor Tourville stated hospitals have a Federal requirement to do that, the city does not. He commented if it's noticed that something may be wrong, they would have to look into it further. The Police Department would have to help oversee the licensing. He stated that could be looked into further.

Police Chief Chiodo stated the Police are trained in detecting people that are involved in human trafficking. If something doesn't seem right, they have access to the language line and can easily call and separate the people and have Interpreters they can use if something questionable come up.

Jeanne Fox, 2406 53rd Street East, had a question under Section 4, Amendment, Item 3 License Transfers. It states no license may be transferred to another person or entity where the ownership of the entity holding a Massage Business License changes following an issuance of a Massage Business License. The new owners of the entity must apply for a new Massage Business License for the business. She asked if they apply for a new business license, how that would affect the individual therapists that work there. For example, if she is a legitimate therapist, would there be another fee or would she have to apply for another license. City Administrator Lynch responded the individual is still properly licensed within the city; they cannot practice unless they are with a properly licensed business.

Motion by Piekarski Krech second by Perry to approve the Third Reading of Massage Licensing Requirements and Consider Resolution 2020-32 Approving Summary Publication of Ordinance Amending Chapter 8 of the Inver Grove Heights City Code Related to Massage Business and Massage Therapist Licenses. Resolution 2020-32.

Ayes: 5

Nays: 0 Motion carried.

8. EXECUTIVE SESSION:

9. MAYOR AND COUNCIL COMMENTS:

Mayor Tourville stated the next Town Hall Meeting will take place on February 24th at 6:00 p.m. with discussion about Community Development. All are welcome.

10. ADJOURN:

Motion by Dietrich second by Perry to adjourn to meeting at 7:55 p.m.

Ayes: 5

Nays: 0 Motion carried.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 24, 2020
 Item Type: Consent
 Contact: Amy Hove 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of February 5, 2020 to February 19, 2020.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending February 19, 2020. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$452,563.70
Debt Service & Capital Projects	41,354.61
Enterprise & Internal Service	486,015.26
Escrows	18,429.33
Grand Total for All Funds	<u><u>\$998,362.90</u></u>

If you have any questions about any of the disbursements on the list, please call Shannon Battles, Interim Finance Director at 651-450-2488.

Attached to this summary for your action is a resolution approving the disbursements for the period February 5, 2020 to February 19, 2020 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING February 19, 2020**

WHEREAS, a list of disbursements for the period ending February 19, 2020 was presented to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	\$452,563.70
Debt Service & Capital Projects	41,354.61
Enterprise & Internal Service	486,015.26
Escrows	18,429.33
Grand Total for All Funds	<u><u>\$998,362.90</u></u>

Adopted by the City Council of Inver Grove Heights this 24th day of February, 2020.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, Deputy Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 02/05/2020 - 02/19/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
APWA	1/13/20	02/18/2020	MEMBERSHIP DUES/SUBSCRIPTIONS	101.43.5000.441.50070	1,093.75
ASPEN MILLS	251505	02/11/2020	55077IGHPD	101.42.4000.421.60045	35.35
ASPEN MILLS	251623	02/11/2020	55077IGHPD	101.42.4000.421.60045	466.90
ASPEN MILLS	252013	02/18/2020	UNIFORMS & BOOT	101.42.4000.421.60045	329.35
ASPEN MILLS	252051	02/18/2020	STRM MICROSTREM LIGHT BLACK	101.42.4000.421.60045	21.95
CARGILL, INC.	2905245261	02/11/2020	4860041	101.43.5200.443.60016	59,271.28
CATHERINE M. PERME	1222	02/11/2020	2/3/20	101.42.4200.423.30700	2,294.00
CATHERINE M. PERME	1223	02/11/2020	Consulting Services	101.43.5100.442.50080	1,740.00
CENTURY LINK	1/22/20	02/18/2020	651-457-6070	101.47.1400.413.50020	263.76
COMPASS MINERALS AMERICA INC.	590118	02/11/2020	533230 / CH900190	101.43.5200.443.60016	8,511.79
COMPASS MINERALS AMERICA INC.	591181	02/11/2020	533230 / CH900190	101.43.5200.443.60016	12,663.33
CULLIGAN	1/31/20	02/18/2020	BOTTLED WATER FOR FIRE STATION	101.42.4200.423.60065	201.10
DAKOTA COMMUNICATIONS CENTER	IG2020-03	02/18/2020	MARCH 2020 MONTHLY DCC	101.42.4000.421.70502	57,135.00
DAKOTA COMMUNICATIONS CENTER	IG2020-03	02/18/2020	MARCH 2020 MONTHLY DCC	101.42.4200.423.70502	7,575.00
DEFENSIVE EDGE TRAINING & CONSULTING, IN	2649	02/18/2020	COURSE REGISTRATION FEE	101.42.4000.421.50080	450.00
EFTPS	INV0096600	02/07/2020	FEDERAL WITHHOLDING	101.203.2030200	1,860.16
EFTPS	INV0096602	02/07/2020	MEDICARE WITHHOLDING	101.203.2030500	366.48
EFTPS	INV0096603	02/07/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	1,567.10
EFTPS	INV0096882	02/14/2020	FEDERAL WITHHOLDING	101.203.2030200	55,060.82
EFTPS	INV0096884	02/14/2020	MEDICARE WITHHOLDING	101.203.2030500	15,628.18
EFTPS	INV0096885	02/14/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	43,589.10
ELECTRIC FIRE & SECURITY	20604	02/18/2020	CIT800	101.44.6000.451.50055	175.00
EMERGENCY RESPONSE SOLUTIONS	14591	02/18/2020	REPAIR & MAINTENANCE	101.42.4200.423.40042	82.21
EYEMED	164203111	02/11/2020	February 2020	101.203.2032700	259.59
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0096862	02/14/2020	HSA ELECTION-FAMILY	101.203.2032500	3,051.78
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0096863	02/14/2020	HSA ELECTION-SINGLE	101.203.2032500	5,074.69
GFOA	0262001	02/11/2020	95162001	101.41.2000.415.50070	250.00
GUARDIAN SUPPLY, LLC	5329	02/11/2020	Leather Name Tag	101.42.4200.423.60045	169.28
HEALTHTEAST MEDICAL TRANSPORTATION	2/6/20	02/11/2020	20-2864	101.42.4000.421.30700	88.40
HILLYARD INC	603741786	02/11/2020	274086	101.42.4200.423.60011	927.06
ICMA RETIREMENT TRUST - 457	INV0096853	02/14/2020	457 - ROTH AGE 50+	101.203.2031400	140.00
ICMA RETIREMENT TRUST - 457	INV0096854	02/14/2020	457 - ROTH AGE 50+	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0096864	02/14/2020	ICMA-AGE <49 %	101.203.2031400	8,423.72
ICMA RETIREMENT TRUST - 457	INV0096865	02/14/2020	ICMA-AGE <49	101.203.2031400	3,015.00
ICMA RETIREMENT TRUST - 457	INV0096866	02/14/2020	ICMA-AGE 50+ %	101.203.2031400	1,074.51
ICMA RETIREMENT TRUST - 457	INV0096867	02/14/2020	ICMA-AGE 50+	101.203.2031400	7,234.04
ICMA RETIREMENT TRUST - 457	INV0096868	02/14/2020	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	91.25
ICMA RETIREMENT TRUST - 457	INV0096878	02/14/2020	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,601.52
ICMA RETIREMENT TRUST - 457	INV0096879	02/14/2020	ROTH IRA (AGE 50 & OVER)	101.203.2032400	1,163.23
ICMA RETIREMENT TRUST - 457	INV0096880	02/14/2020	ROTH-AGE <49 %	101.203.2032400	44.48
KENISON, TERRI	Jan 2020	02/11/2020	Jan 2020 Cleaning	101.42.4200.423.30700	1,600.00
LAWMAN BADGE COMPANY	5836	02/18/2020	REPAIR & RE-FINISH	101.42.4000.421.60045	914.00
LOCAL GOVERNMENT INFORMATION SYSTEM (	48388	02/11/2020	106325	101.42.4000.421.70501	15.00
LOCAL GOVERNMENT INFORMATION SYSTEM (	48340	02/11/2020	106325	101.42.4000.421.70501	1,985.00
LOUIS D BEDOR III	106	02/11/2020	Design Services	101.41.1300.413.30700	1,820.00
MCFOA	2020 Dues- Eric Bergum	02/11/2020	2020 Dues	101.42.4200.423.50070	100.00
METRO JANITORIAL SUPPLY INC	11015226	02/11/2020	1/17/20	101.43.5200.443.60016	342.43
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0096858	02/14/2020	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0096859	02/14/2020	JOSH PARROW ORDER- 0015633635 (	101.203.2032100	427.31
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0096860	02/14/2020	NEAL ST. ONGE FEIN/TAXPAYER ID: 4	101.203.2032100	178.58
MN DEPT OF REVENUE	INV0096601	02/07/2020	STATE WITHHOLDING	101.203.2030300	708.79
MN DEPT OF REVENUE	INV0096871	02/14/2020	LEVY - ANDREW BRAVO	101.203.2031900	208.84
MN DEPT OF REVENUE	INV0096883	02/14/2020	STATE WITHHOLDING	101.203.2030300	23,809.72
MNFIAM BOOK SALES	2743	02/11/2020	1/30/20	101.42.4200.423.60018	480.00
MTI DISTRIBUTING CO	1237212-00	02/18/2020	91180	101.44.6000.451.60012	118.78
MUNICI-PALS	2/10/20	02/18/2020	MEMBERSHIP DUES	101.41.1100.413.50070	40.00
NATURE CALLS, INC.	26593	02/18/2020	2/18/20	101.44.6000.451.40065	480.00
NET TRANSCRIPTS, INC.	0029984-IN	02/11/2020	20-IGHPD	101.42.4000.421.30700	254.72
OXYGEN SERVICE COMPANY, INC	03457240	02/18/2020	SUPPLIES (OSC)	101.42.4000.421.60065	50.78
PARAGON DEVELOPMENT SYSTEMS (PDS)	5077183	02/18/2020	INVER	101.47.1400.413.30700	1,072.50
PERA	INV0096598	02/07/2020	PERA COORDINATED PLAN	101.203.2030600	1,424.46
PERA	INV0096599	02/07/2020	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	109.58
PERA	INV0096872	02/14/2020	PERA COORDINATED PLAN	101.203.2030600	43,358.10
PERA	INV0096873	02/14/2020	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,335.24
PERA	INV0096874	02/14/2020	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0096875	02/14/2020	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	53.46
PERA	INV0096876	02/14/2020	PERA POLICE & FIRE PLAN	101.203.2030600	21,946.15
PERA	INV0096877	02/14/2020	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	32,919.27
PRECISE MRM	200-1024370	02/11/2020	000208	101.43.5200.443.30700	345.42

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SENSIBLE LAND USE COALITION	00191	02/11/2020	Membership Dues	101.45.3000.419.50080	48.00
SENSIBLE LAND USE COALITION	00191	02/11/2020	Membership Dues	101.45.3200.419.50080	48.00
TEXAS STATE DISBURSEMENT UNIT	INV0096857	02/14/2020	ANDREW BRAVO FEIN/TAXPAYER ID:	101.203.2032100	401.13
UNIFIRST CORPORATION	0900535143	02/11/2020	10845	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	0900535143	02/11/2020	10845	101.44.6000.451.60045	25.05
UNIFIRST CORPORATION	0900502829	02/11/2020	10845	101.43.5200.443.60045	51.04
UNIFIRST CORPORATION	0900502829	02/11/2020	10845	101.44.6000.451.60045	25.05
Fund: 101 - GENERAL FUND					443,267.90
JOHNSON, KRISTIN	1/31/20	02/18/2020	Cancelled Fencing Class - Low Enrollmer	204.44.0000.3470000	87.00
MONAHAN, BRIAN	07262019	12/31/2019	2019 Umpire Games/Tournaments	204.44.6100.452.30700	675.00
Fund: 204 - RECREATION FUND					762.00
AEP ONSITE PARTNERS, LLC	419-21235125	02/18/2020	1/31/20	205.44.6200.453.40020	358.59
AEP ONSITE PARTNERS, LLC	419-21235125	02/18/2020	1/31/20	205.44.6200.453.40020	463.30
EZ FITNESS SOLUTIONS, LLC	20-0001	02/18/2020	1/18/20	205.44.6200.453.40042	1,038.96
HUEBSCH SERVICES	4450116	02/18/2020	92965	205.44.6200.453.40040	69.37
HUEBSCH SERVICES	4450116	02/18/2020	92965	205.44.6200.453.40040	277.48
PERFECTION PLUS, INC	113045	02/18/2020	2/1/20	205.44.6200.453.40040	6,326.10
Fund: 205 - COMMUNITY CENTER					8,533.80
EHLERS AND ASSOCIATES, INC.	82754	02/11/2020	2/10/20	362.57.9000.570.30150	270.00
Fund: 362 - G.O. IMPR REFUND 2014B (07B)					270.00
EHLERS AND ASSOCIATES, INC.	82754	02/11/2020	2/10/20	363.57.9000.570.30150	2,010.00
Fund: 363 - G.O. SEWER REFUND 2014B					2,010.00
EHLERS AND ASSOCIATES, INC.	82754	02/11/2020	2/10/20	364.57.9000.570.30150	720.00
Fund: 364 - G.O. IMPR REFUND 14B (08A)					720.00
BUSINESS DEVELOPMENT SALES, INC.	V391420	02/11/2020	MN5924	434.42.4200.423.80500	6,912.00
EMERGENCY RESPONSE SOLUTIONS	14606	02/18/2020	INSTALLATION	434.42.4200.423.80500	9,324.00
KIMMES-BAUER WELL DRILLING INC	49386	12/31/2019	REPAIR & MAINTENANCE	434.42.4200.423.30700	2,252.00
Fund: 434 - 2014 IMPROVEMENT FUND					18,488.00
INSPEC INC	214892-3	02/11/2020	1/29/20	439.73.5900.739.30300	4,900.00
INSPEC INC	214893-2	02/11/2020	1/29/20	439.73.5900.739.30300	2,000.00
Fund: 439 - 2019 IMPROVEMENT FUND					6,900.00
EHLERS AND ASSOCIATES, INC.	82815	02/18/2020	COMMUNICATIONS	440.74.5900.740.30700	62.50
Fund: 440 - PAVEMENT MANAGEMENT PROJ					62.50
E-IGHWMO	2002	02/18/2020	2020 MEMBER CITY CONTRIBUTION	441.74.5900.741.50070	1,285.29
EXPERT TREE AND SERVICE AND SCIENCE	2354	02/11/2020	REMOVE 6 BOXELDERS AND 3 WILLO	441.74.5900.741.40066	4,187.35
Fund: 441 - STORM WATER MANAGEMENT					5,472.64
EMMONS & OLIVIER RESOURCES	00095-0060-11	02/18/2020	PROFESSIONAL SVCES	448.74.5900.748.30300	6,499.47
Fund: 448 - NWA - STORM WATER					6,499.47
STREAMLINE DESIGN INC	39834	02/18/2020	UNIFORMS	470.42.4200.423.60045	932.00
Fund: 470 - 2020 IMPROVEMENT FUND					932.00
CITY OF BLOOMINGTON	2000008	02/11/2020	2/3/20	501.50.7100.512.30700	430.50
CORE & MAIN LP	L821144	02/11/2020	OMNT T2	501.50.7100.512.40043	923.95
CORE & MAIN LP	L821173	02/11/2020	OMNI/PERL	501.50.7100.512.40043	5,768.28
CORE & MAIN LP	L847091	02/11/2020	OMNI 1 1/2 C2	501.50.7100.512.40043	1,322.83
DALCO CORPORATION	3557615	02/11/2020	1/0001020261	501.50.7100.512.60016	518.30
GOPHER STATE ONE-CALL	0000482	02/11/2020	MN00435	501.50.7100.512.30700	50.00
GOPHER STATE ONE-CALL	0010481	02/11/2020	PARTICIPATION IN GOPHER STATE O	501.50.7100.512.30700	125.55
HAWKINS, INC.	4657130	02/11/2020	108816	501.50.7100.512.60019	5,964.41
HYDRODESIGNS, INC	0055969-IN	02/11/2020	INVERGR	501.50.7100.512.30700	1,247.25
LEAGUE OF MN CITIES	315545	02/11/2020	1/31/20	501.50.7100.512.50080	120.00
MID CITY SERVICES, INC.	125158	02/11/2020	DUST MAT & SERVICE CHARGE	501.50.7100.512.40040	55.20
MINNESOTA DEPARTMENT OF HEALTH	2/11/20	02/18/2020	COMMUNITY WATER SUPPLY SERVIC	501.207.2070100	19,238.00
MN GLOVE & SAFETY, INC.	321032	02/11/2020	1/24/20	501.50.7100.512.60045	89.98
MN GLOVE & SAFETY, INC.	321266	02/11/2020	CTINVE	501.50.7100.512.60045	108.75
SHERWIN-WILLIAMS	8033-0	02/11/2020	6682-5453-5	501.50.7100.512.40040	186.89
SHERWIN-WILLIAMS	8819-4	02/11/2020	6682-5453-5	501.50.7100.512.40040	190.06
SHERWIN-WILLIAMS	8900-2	01/29/2020	6682-5453-5	501.50.7100.512.40040	(0.23)
SHERWIN-WILLIAMS	8638-6	02/11/2020	6682-5453-5	501.50.7100.512.40040	250.99
Fund: 501 - WATER UTILITY FUND					36,590.71
CITY OF EAGAN	2/6/20	02/11/2020	Sewer/Water	502.51.7200.514.40015	33.20
METROPOLITAN COUNCIL	0001106056	02/11/2020	5084	502.51.7200.514.40015	169,432.94
MN GLOVE & SAFETY, INC.	321270	02/11/2020	CTINVE	502.51.7200.514.60045	134.97
MN GLOVE & SAFETY, INC.	321274	02/11/2020	CTINVE	502.51.7200.514.60045	229.93
Fund: 502 - SEWER UTILITY FUND					169,831.04

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABBY SWENSON	12064	02/11/2020	1206	503.52.8500.526.50025	200.00
MPGA	2/18/20	02/18/2020	Membership Dues	503.52.8500.526.50070	100.00
MTI DISTRIBUTING CO	1244471-00	02/20/2020	402307	503.52.8600.527.40042	85.15
MTI DISTRIBUTING CO	1244666-00	02/18/2020	402307	503.52.8600.527.40042	721.81
SOUTH BAY DESIGN	020120	02/18/2020	FEB 2020	503.52.8500.526.50025	462.50
Fund: 503 - INVER WOOD GOLF COURSE					1,569.46
INVER GROVE FORD	5282607	02/11/2020	2/4/20	602.00.2100.415.40048	1,044.04
INVER GROVE FORD	5282680	02/11/2020	2/5/20	602.00.2100.415.40048	13.80
LEAGUE OF MN CITIES INS TRUST	2/4/20	02/11/2020	40001322	602.00.2100.415.50009	146,903.00
LEAGUE OF MN CITIES INS TRUST	2/4/20 40001254	02/11/2020	40001254	602.00.2100.415.50010	4,613.50
LEAGUE OF MN CITIES INS TRUST	2/4/20 40001254	02/11/2020	40001254	602.00.2100.415.50010	38,186.25
LEAGUE OF MN CITIES INS TRUST	2/4/20 40001254	02/11/2020	40001254	602.00.2100.415.50011	30,047.00
LEAGUE OF MN CITIES INS TRUST	2/4/20 40001254	02/11/2020	40001254	602.00.2100.415.50012	8,612.75
LEAGUE OF MN CITIES INS TRUST	2/4/20 40001254	02/11/2020	40001254	602.00.2100.415.50015	559.25
LEAGUE OF MN CITIES INS TRUST	2/4/20 40001254	02/11/2020	40001254	602.00.2100.415.50016	2,559.25
Fund: 602 - RISK MANAGEMENT					232,538.84
ABM EQUIPMENT & SUPPLY	0162584-IN	02/11/2020	0126850	603.00.5300.444.40041	469.07
ABM EQUIPMENT & SUPPLY	0162586-IN	02/11/2020	0126850	603.00.5300.444.40041	628.16
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004297027	02/11/2020	14649	603.140.1450050	300.74
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004297082	02/11/2020	14649	603.140.1450050	72.46
ALTERNATORS STARTERS & PARTS INC	A99930	02/11/2020	01701	603.00.5300.444.40041	111.55
BAYCOM INC	EQUIPINV_024739	02/11/2020	40691	603.00.5300.444.80700	2,199.00
CUSTOM HOSE TECH	100128	02/11/2020	1/31/20	603.00.5300.444.40041	223.83
EHLERS AND ASSOCIATES, INC.	82814	02/11/2020	2/10/20	603.00.5300.444.70600	3,312.50
EMERGENCY APPARATUS MAINTENANCE	109997	02/11/2020	12/18/19	603.00.5300.444.40041	4,573.26
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW012220-5	02/11/2020	1/29/20	603.00.5300.444.40041	60.00
EMERGENCY AUTOMOTIVE TECHNOLOGIES	DL013020-21	02/11/2020	1/30/20	603.00.5300.444.40041	30.00
GOPHER BEARING - BDI	9501050637	02/11/2020	0001032969	603.00.5300.444.40041	60.67
INVER GROVE FORD	6309866/1	02/11/2020	1/27/20	603.00.5300.444.40041	512.19
INVER GROVE FORD	6309868/1	02/11/2020	1/27/20	603.00.5300.444.40041	512.19
INVER GROVE FORD	5282449	02/11/2020	1/30/20	603.00.5300.444.40041	32.78
INVER GROVE FORD	5282469	02/11/2020	1/31/20	603.00.5300.444.40041	50.46
INVER GROVE FORD	5282679	02/11/2020	2/5/20	603.00.5300.444.40041	16.95
LITTLE FALLS MACHINE INC	357276	02/11/2020	1/15/20	603.00.5300.444.40041	95.98
MID CITY SERVICES, INC.	125159	02/11/2020	1/31/20	603.00.5300.444.40065	49.00
MN DEPT OF REVENUE	1/31/20	02/11/2020	PETRO TAX	603.00.5300.444.60021	782.61
MTI DISTRIBUTING CO	1243145-00	02/11/2020	91180	603.00.5300.444.40041	1,904.36
NATIONAL MECHANICAL SOLUTIONS LLC	2796	02/11/2020	12/02/19	603.00.5300.444.40040	11,774.35
NORTHERN SAFETY TECHNOLOGY INC	49512	02/11/2020	Strip Vechile + Supplies	603.00.5300.444.80700	185.00
O' REILLY AUTO PARTS	1767-451888	02/11/2020	1578028	603.00.5300.444.40041	113.62
O' REILLY AUTO PARTS	1767-452061	02/11/2020	1578028	603.00.5300.444.40041	85.69
O' REILLY AUTO PARTS	1767-452062	02/11/2020	1578028	603.00.5300.444.60012	7.63
O' REILLY AUTO PARTS	1767-452062	02/11/2020	1578028	603.140.1450050	300.56
O' REILLY AUTO PARTS	1767-452082	02/11/2020	1578028	603.00.5300.444.60012	73.62
O' REILLY AUTO PARTS	1767-452086	02/11/2020	1578028	603.00.5300.444.40041	(113.62)
O' REILLY AUTO PARTS	1767-452257	02/11/2020	1578028	603.140.1450050	29.62
O' REILLY AUTO PARTS	1767-452397	02/11/2020	1578028	603.00.5300.444.40041	5.36
O' REILLY AUTO PARTS	1767-452462	02/11/2020	1578028	603.00.5300.444.40041	5.36
O' REILLY AUTO PARTS	1767-452579	02/11/2020	1578028	603.00.5300.444.40041	98.94
O' REILLY AUTO PARTS	1767-452583	02/11/2020	1578028	603.00.5300.444.60040	339.99
O' REILLY AUTO PARTS	1767-453041	02/11/2020	1578028	603.00.5300.444.40041	9.54
O' REILLY AUTO PARTS	1767-453059	02/11/2020	1578028	603.140.1450050	47.40
O' REILLY AUTO PARTS	1767-453225	02/11/2020	1578028	603.00.5300.444.40041	33.53
O' REILLY AUTO PARTS	1767-453273	02/11/2020	1578028	603.00.5300.444.40041	6.00
O' REILLY AUTO PARTS	1767-453287	02/11/2020	1578028	603.00.5300.444.40041	20.50
O' REILLY AUTO PARTS	1767-453450	02/11/2020	1578028	603.140.1450050	254.50
O' REILLY AUTO PARTS	1767-453462	02/11/2020	1578028	603.00.5300.444.40041	122.14
O' REILLY AUTO PARTS	1767-453464	02/11/2020	1578028	603.140.1450050	7.69
OXYGEN SERVICE COMPANY, INC	08318865	02/11/2020	04393	603.00.5300.444.40041	224.87
PERFECTION PLUS, INC	113045	02/18/2020	2/1/20	603.00.5300.444.40040	477.36
POMP'S TIRE SERVICE, INC.	980066027	02/11/2020	38679B	603.00.5300.444.60014	506.84
SNAP-ON INDUSTRIAL	ARV/42720282	02/11/2020	1/27/20	603.00.5300.444.60040	390.59
SOUTH EAST TOWING	218925	02/11/2020	1/28/20	603.00.5300.444.40041	350.00
TOWMASTER TRAILERS INC	423241	02/11/2020	2946	603.00.5300.444.40041	1,671.95
TOWMASTER TRAILERS INC	423878	02/11/2020	2946	603.00.5300.444.40041	846.64
TOWMASTER TRAILERS INC	423994	02/11/2020	2946	603.00.5300.444.40041	353.14
TRI-STATE BOBCAT INC.	P27955	02/11/2020	16312	603.00.5300.444.40041	548.49
UNIFIRST CORPORATION	0900535143	02/11/2020	10845	603.00.5300.444.40065	172.89
UNIFIRST CORPORATION	0900535143	02/11/2020	10845	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	0900502829	02/11/2020	10845	603.00.5300.444.40065	168.72
UNIFIRST CORPORATION	0900502829	02/11/2020	10845	603.00.5300.444.60045	33.50
WORLD FUEL SERVICES	148967905183-41801	02/11/2020	112741	603.00.5300.444.40041	138.10
ZIEGLER INC	PC002125368	02/11/2020	4069900	603.00.5300.444.40041	78.82
Fund: 603 - CENTRAL EQUIPMENT					35,400.59
US BANK EQUIPMENT FINANCE, INC.	405898586	02/18/2020	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					2,555.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AEP ONSITE PARTNERS, LLC	419-21235125	02/18/2020	1/31/20	605.00.7500.460.40020	363.00
HUEBSCH SERVICES	4450115	02/18/2020	100075	605.00.7500.460.40065	135.54
LONE OAK COMPANIES	84385	02/11/2020	1/31/20	605.00.7500.460.50035	448.34
LONE OAK COMPANIES	2/6/20	02/11/2020	2/6/20	605.00.7500.460.50035	1,557.50
MAS COMMUNICATIONS	191200050101	02/18/2020	1010	605.00.7500.460.50055	53.20
PERFECTION PLUS, INC	113045	02/18/2020	2/1/20	605.00.7500.460.40040	4,697.60
TOTAL CONSTRUCTION & EQUIP.	16371	02/18/2020	Job 40201003	605.00.7500.460.40040	274.44
Fund: 605 - CITY FACILITIES					7,529.62
LAKEFIELD VETERINARY GROUP	2/4/20	02/11/2020	Escrow Close	702.229.2301702	8,717.76
MAX STEININGER, INC.	2/3/20	02/11/2020	Escrow Close	702.229.2286003	4,734.57
RDS ARCHITECTS	2/3/20	02/11/2020	Escrow Close	702.229.2287003	4,977.00
Fund: 702 - ESCROW FUND					18,429.33
Grand Total					998,362.90

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: February 24, 2020

Item Type: Consent

Contact: Nicole Cook: 651-450-2491

Prepared by: Nicole Cook, Rental and Code
Compliance CoordinatorReviewed by: Heather Rand, Community
Development Director**Fiscal/FTE Impact:**

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other (Revenue)

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of six (6) rental licenses.

BACKGROUND

The City Council adopted a rental licensing ordinance that requires all rental property owners to obtain a rental license every two years. The purpose of the ordinance is to assure proper maintenance of structures to preserve neighborhood stability, protect the quality of existing rental housing stock, and maintain property values. The ordinance provides for basic safety and living standards for rentals.

ANALYSIS

The following rental license applications have been submitted:

- **CAROLINE WHITNEY; GUARDIAN PROPERTY MGMT: 8287 DELANEY DRIVE**
- **CAROLINE WHITNEY; GUARDIAN PROPERTY MGMT: 4769 BLAINE AVE**
- **TIMOTHY GULLICKSON: 5900 CONCORD BLVD**
- **WEICHAUN CHEN: 6892 CRAIG CT**
- **KYLE CORNIEA: 3484 CLOMAN WAY**
- **BOBBI HAIGHT: 1860 52ND ST E; PEARLWOOD ESTATES**

The above applications have been found to be complete. The applications include the necessary fee payment and the BCA background checks. The Inver Grove Heights Police Chief/Designee has also reviewed the license application.

RECOMMENDATIONS

Community Development staff recommends approval of the license listed above.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: February 24, 2020
 Item Type: Consent Agenda
 Contact &
 Reviewed by: Janet Shefchik, HR Manager
 Prepared by: Cora Bauer, HR Coordinator

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Staff requests that Council confirm and approve the personnel actions listed below:

Full-Time Employment:

Jake Kreuser, Park Maintenance Worker

Voluntary Resignations and/or Terminations:

Josh Falkner, On-Call Firefighter

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Plans and Specification for the Salem Hills Tennis/Pickleball and Basketball Courts

Meeting Date: February 24, 2020
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Brian Swoboda-651-450-2582
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other

PURPOSE/ACTION REQUESTED

In October 2019, the Council approved hiring Fred Kolkman Tennis & Sport Surfaces, LLC to provide plans and specifications to replace the 2 tennis courts and basketball court at Salem Hills Park (1642 Upper 55th St. East). The Park and Recreation Commission is recommending Salem Hills become a basketball court, tennis court, and two pickleball courts in the same footprint per the attached drawing. The Council is asked to approve the plans and specifications and advertisement of bids for the project.

SUMMARY

The Salem Hills courts were constructed in 1990 and have been repaired and resurfaced in 1999, 2004, 2010, 2015. The typical life span of sport courts like these is 20-25 years given our climate. These 30-year old courts have been looked at by several sport court professionals and have been deemed beyond their useful life.

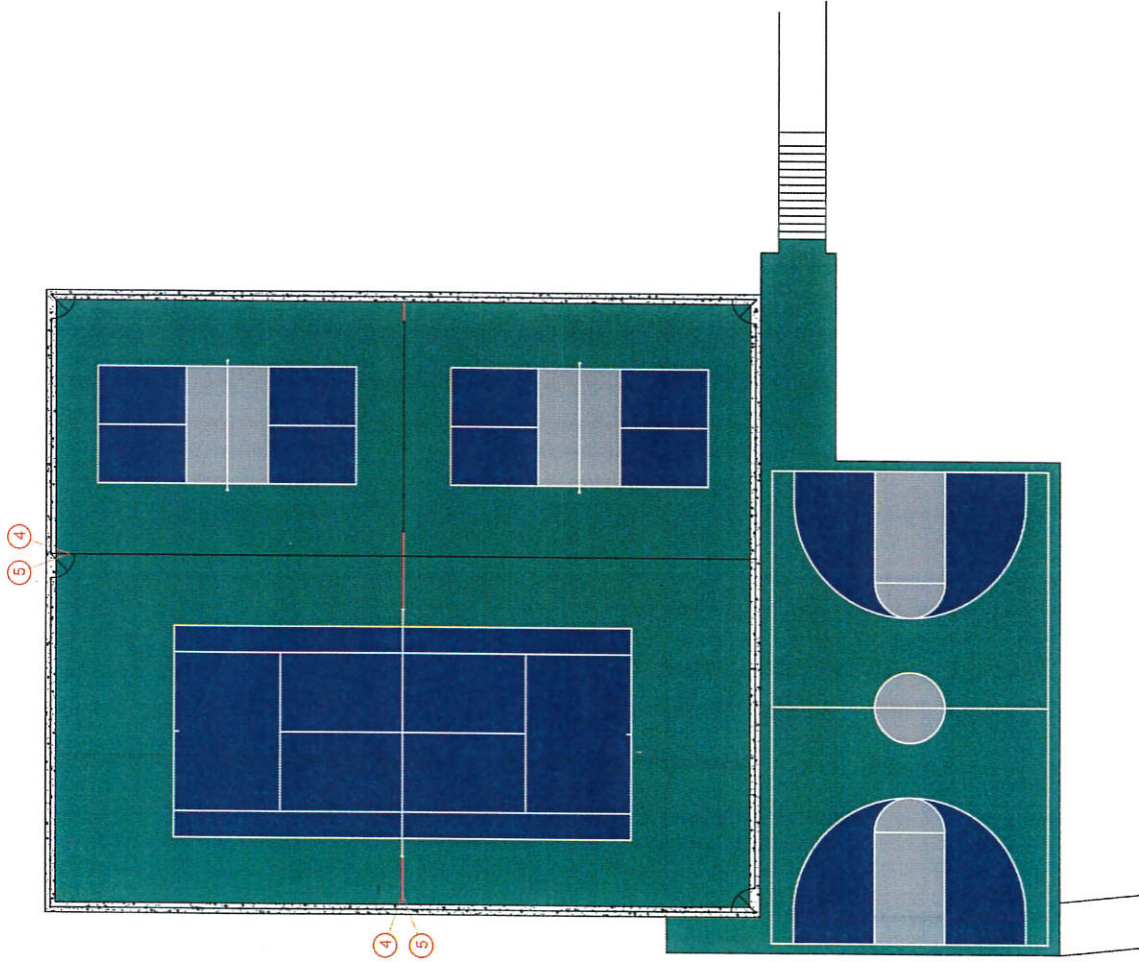
Staff sent out letters to all neighbors within 300ft. of the park, posted neighborhood meeting on social media and hosted the meeting on November 20, 2019. In general, all comments were positive about the amenities at the park and those in attendance preferred the proposed basketball court, tennis court, and two pickleball courts option. The project in general consists of milling and raising existing surface, installing new 8ft. border fence and installing a 6ft. divider fence. Fencing shall include 6ft. PVC slats on north and south fences and 4 ft. slats on divider fences. The plans call for 4 gates that will be 4ft wide and will be ADA accessible. There will also be 2 leaf gates installed on the north end for maintenance purposes. Courts will be coated/painted bi-color blue/gray with white lines and exterior will be green, identical to the North Valley courts. As part of the project, 2 add/alt options will be included for switching fencing from galvanized to black vinyl and adding a fence on the west side of the basketball court.

The tentative Project Timeline from start to finish are as follows:

Date:	Description:
February 24, 2020	City Council Approval
March 1 st & 8 th , 2020	Posting- Advertisement for Bid
April 1, 2020	Seal Bids Due/Bid Opening
April 13, 2020	Approval by City Council
April 27, 2020	Tentative Start Date
August 28, 2020	Completion Date

The estimated cost of the project is \$173,000 and will be funded by the Park Capital Replacement Fund (Fund 444).

- ① Light Green Exterior
- ② Grey And Dark Blue Interior
- ③ White Lines
- ④ Control Joints - Under Fence
- ⑤ Armor Over Joints
- ⑥ Blue Only
- ⑦ Gray Only



Fred Kolkman Tennis
And Sport Surfaces, LLC
1921 Mayfair Rd. Grafton, WI 53024
www.kolkmancourtsurfaces.com
Courtbuilder@ameritech.net
262-885-7507

Salem Hills Park
1642 Upper 55th St,
Inver Grove Heights
MN 55077

Color and Striping
Plan

Project #	19-024
Sheet #	8
Date	1-15-2020
CAD By	Peter K.
Scale	NTS

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Proposal from Keys Well Drilling Company for Well Pump No. 8 Rehabilitation

Meeting Date: February 24, 2019
 Item Type: Consent
 Contact: Dan Helling, 651.450.2565
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: 

Fiscal/FTE Impact:

☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other:

PURPOSE/ACTION REQUESTED

Accept proposal from Keys Well Drilling Company for Well Pump No. 8 rehabilitation.

SUMMARY

The Utilities Division has received proposals for reconditioning the pump at Well No. 8. Mr. Helling's attached memo provides the background information. I recommend approval of the proposal from Keys Well Drilling Company with funding (estimated to be \$45,580) from the approved Water Utility Fund Budget (501.50.7100.512.40042).

SDT/kf

Attachment: Memo from Dan Helling
 Quotes



MEMORANDUM

TO : Scott Thureen

FROM : Dan Helling

SUBJECT : **2020 Well #8 Pump Reconditioning**

DATE : February 6, 2020

Attached are 2 proposals for the reconditioning of Well Pump # 8 located at 2309 75th Street East. Well # 8 was constructed in 2004 and is completed in the Jordan Sandstone formation. The well pump is a submersible type set at 330 feet below grade, it was last reconditioned in January 2011, this will be the second reconditioning for this pump.

As you are aware, the costs for this type of work can vary depending on the observed condition of the pump and piping once they are removed from the well. I have compared the estimated costs between Keys Well Drilling Company and Bergerson-Caswell that I think may be incurred during the reconditioning of the well.

I recommend awarding the work to Keys Well Drilling Company based on their proposed estimated price of \$ 45,580.00. The cost for this project will be covered in Water Fund 40042.

Maintenance	Keys	Bergeson
Remove, inspect and reinstall pump	\$8,050.00	\$7,000.00
Drop pipe 10-inch X 20 foot threaded and coupled, 15 each.	\$17,250.00	\$18,000.00
Machine and replace bowl bearings (5)	\$500.00	\$750.00
Machine and replace impeller wear rings (5)	\$2,375.00	\$2,250.00
Fabricate pump bowl shaft	\$600.00	\$750.00
10-Inch ductile iron check valve	\$2,525.00	\$1,950.00
PVC probe tube	\$330.00	\$330.00
Replace 18-inch O rings	\$100.00	\$260.00
Shop labor (20-hour estimate)	\$2,000.00	\$2,000.00
Recondition motor	\$7,850.00	\$10,000.00
Rewind stator	\$4,000.00	\$4,000.00
Total	\$45,580.00	\$47,290.00

Keys Well Drilling Company

Quotation

1156 Homer Street, St. Paul, MN 55116-3232
651-646-7871 Fax 651-641-0216

To: City of Inver Grove Heights
8168 Barbara Ave.
Inver Grove Heights, MN 55077

Date of January 30, 2020
Attention: Mr. Dan Helling
Project: Well Pump # 8
Location: 75th St. and Hwy 52

We are pleased to quote you as follows:

Estimate to remove pump, disassemble, inspect, repair and reinstall well Pump # 8

No.	Description	Unit	Est. Qty	Price	Extension
1	Labor and equipment to remove well pump	Ls	1	3600	3600.00
2	Shop time- disassemble and inspect	Ls	1	600	600.00
3	Reinstall repaired pump and start up	Ls	1	3850	3850.00
				\$	8,050.00

Misc Items

Machine and replace bowl bearings	Ea	5	100	500.00
Fabricate bowl shaft	Ea	1	600	600.00
Machine and replace impeller wear rings	Ea	5	475	2375.00
Drop pipe 10" x 20 T & C	Ea	15	1150	17250.00
PVC probe tube	Ls	330	1	330.00
Replace 18" "o" rings	Ea	2	50	100.00
Additional shop- sandblast, repair, reassemble and	Hr	20	100	2000.00
10" Ductile check valve	Ea	1	2525	2525.00

150 HP Hitachi repair estimate

Disassemble, clean, inspect, check rotor, balance, replace diaphragm,
seals and fluid, recondition bearings, assemble test Ls 1 2850 2850.00

Total well and pump repair e \$ 36,530.00

Additional motor repairs(if required)

Rewind stator	Ls	1	4000
Replace guide bearings (2 quoted)	Ls	1	2800
Replace thrust bearing	Ls	1	2200
Freight estimate to & From TX	Ea	2	900

ADDED TO MOTOR
REPAIR

Quantities are estimates only. Final cost is determined by actual units approved and used.
No well work is quoted at this time

Terms: N-30

Quotation valid for 60 days

Quoted By _____
Jeffrey W. Keys

Accepted _____

Date _____



Bergerson - Caswell Inc.
5115 Industrial Street
Maple Plain, MN 55359
(763) 479-3121 Fax: (763) 479-2183

January 23, 2020

CITY OF INVERGROVE HEIGHTS

Attn: Mr. Dan Helling
8168 Barbara Avenue
Inver Grove Heights, MN 55077

Fax # (651) 455-9405

RE: WELL PUMP #8 PREVENTATIVE MAINTENANCE INSPECTION QUOTE

Dear Mr. Helling;

Bergerson-Caswell Inc. Appreciates the opportunity to assist you and your well pump needs. As per your request we are offering you a project cost estimate to perform the well pump maintenance inspection on pump #8. Below is a breakdown of some associated costs as requested for comparison purposes against other quotes. The information we have on this pump and you provided, and it states the pump is hanging on 330' of 10" x 20' Drop Pipe with one Techno Check Valve, 300 MCM wire, and a 5 stage 14RJLC Goulds bowl assembly and 150 Hp Hitachi submersible motor. Below is a quote designed for removal and reinstallation replacing the drop pipe and repairing the pump/motor.

PROJECT COST ESTIMATE:

1) Remove well Pump	\$ 2,800.00
2) Inspect all pumping equipment, recommend repairs and actual costs.	\$ 650.00
3) Reinstall pumping Equipment	\$ 2,800.00
4) Startup & test reconditioned Pump into the system, draw water sample	\$ 750.00
5) Materials & Services that may need replacing or performing:	
Recondition 150 Hp Hitachi Submersible motor	\$ 10,000.00
If rewind is required add \$4,000.00	
Note motor requires shipping out of state to be inspected and repaired	
10"x 20' T & C drop pipe @ 1,200.00/ea Estimate 15 each	Est. \$ 18,000.00
300 MCM cable @ \$.00/ft	
10" Flowmatic check valve	\$ 1,950.00
Shop Labor to repair equipment, Estimate ___ Hrs @ \$100.00/hr	\$ 0.00
Rebuild Pittless spool (18" O-rings)	\$ 260.00
Rebuild Pump Bowl Assembly (Depends on condition and pump)	
Machine impeller and install wear ring \$450.00/stage	\$ 2,250.00
F & I a set of bowl bearings	\$ 750.00
New pump bowl shaft	\$ 750.00
1" poly for level monitoring, 330' @ \$1.00/FT	\$ 330.00

PROJECT COST TO REMOVE, INSPECT, & REINSTALL

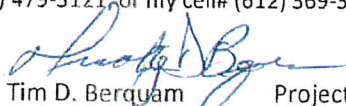
\$ 7,000.00

The above project cost estimate is for the labor to Remove, Inspect, and Reinstall one pump unit that is installed at well #8. The total cost we will be able to determine once well pump #8 has been removed and inspected, The total project costs can only be estimated at this point, and depending on the extent of services selected the costs can vary greatly.

If you have any additional questions, require other information or would like for us to perform the above project, please do not hesitate to contact us at (763) 479-3121, or my cell# (612) 369-3652.

Sincerely;

BERGERSON CASWELL INC.


Tim D. Berquam

Project Manager

Bergerson - Caswell Inc.

5115 Industrial Street • Maple Plain, MN 55359

Telephone: 763 - 479 - 3121

Fax: 763 - 479 - 2183

E-Mail: info@Bergerson-Caswell.com

Equal Opportunity Employer/Contractor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Quote from Goodpointe Technology to Conduct 2020 Pavement Ratings

Meeting Date: February 24, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAS

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Pavement Management Fund |

PURPOSE/ACTION REQUESTED

Consider resolution accepting quote from Goodpointe Technology to conduct 2020 Pavement Ratings.

SUMMARY

Staff requested a quote from Goodpointe Technology in order to conduct pavement ratings on streets, parking lots and trails in the City of Inver Grove Heights. The City has been using Goodpointe Technology's services utilizing ICON software to rate our streets since 2001. Goodpointe's services and technology has worked well over the years; therefore, staff would like to continue with Goodpointe Technology's services using ICON software.

The annual ratings help track the condition of bituminous pavements and predicts pavement life cycles and deterioration. The City uses the ratings along with other geotechnical data to select candidates for various pavement projects ranging from mill and overlays to partial and full reconstruction projects.

Approximately one-third of the existing streets are inspected annually. The ratings are used to determine which City streets and trails need improvements. The quote, dated February 1, 2020, is for street and trail ratings this year in an amount of \$11,238.50. No parking lots will be rated in 2020, because lots were rated in 2019. The street ratings scheduled for completion in 2020 are indicated on the attached map. Streets that have been rated very poor for some time will no longer be rated to save money. Very poor rated streets are candidates for reconstruction. Note that Dawn Way north and south and the Carleda Way areas are project candidates in the five-year CIP.

I recommend that the City Council adopt the resolution accepting the quote and hiring Goodpointe Technology in the amount of \$11,238.50 for the 2020 pavement ratings using ICON software. Staff has budgeted for this project using Pavement Management Funds.

TJK/kf

Attachments: Quote
 Location Map
 Resolution

Nick Hahn

From: Tony Kadlec <tkadlec@goodpointe.com>
Sent: Tuesday, February 11, 2020 8:38 AM
To: Nick Hahn
Subject: Inver Grove Heights- Good Pointe Technology/2020 ICON Inspections--GOODPOINTE EMAIL COST QUOTE/REVISED to \$11,238.50

Hi Nick: with the revisions to Survey Zone 2, there are now 35.0 miles

Here are the REVISED proposed survey totals for year 2020 for budgeting purposes:

	Miles	Rate	Total
Street Year 2 (2017, 2020)	35	\$ 260.00	\$ 9,100.00 REVISED
Trails: North (2016/2020)	9.1	\$ 235.00	\$ 2,138.50 (unchanged)
		REVISED Total:	\$ 11,238.50

Thanks!
Tony

----- Forwarded message -----

From: Tony Kadlec <tkadlec@goodpointe.com>
Date: Thu, Dec 12, 2019 at 10:41 AM
Subject: Inver Grove Heights- Good Pointe Technology/2020 ICON Inspections--GOODPOINTE EMAIL COST QUOTE
To: Thomas J. Kaldunski, P.E. <tkaldunski@invergroveheights.org>

Hi Tom:

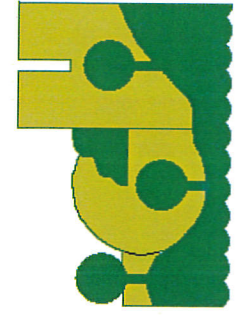
OK, here are the proposed survey totals for year 2020 for budgeting purposes:

	Miles	Rate	Total
Street Year 2 (2017, 2020)	46	\$ 260.00	\$ 11,960.00
Trails: North (2016/2020)	9.1	\$ 235.00	\$ 2,138.50
		Total:	\$ 14,098.50

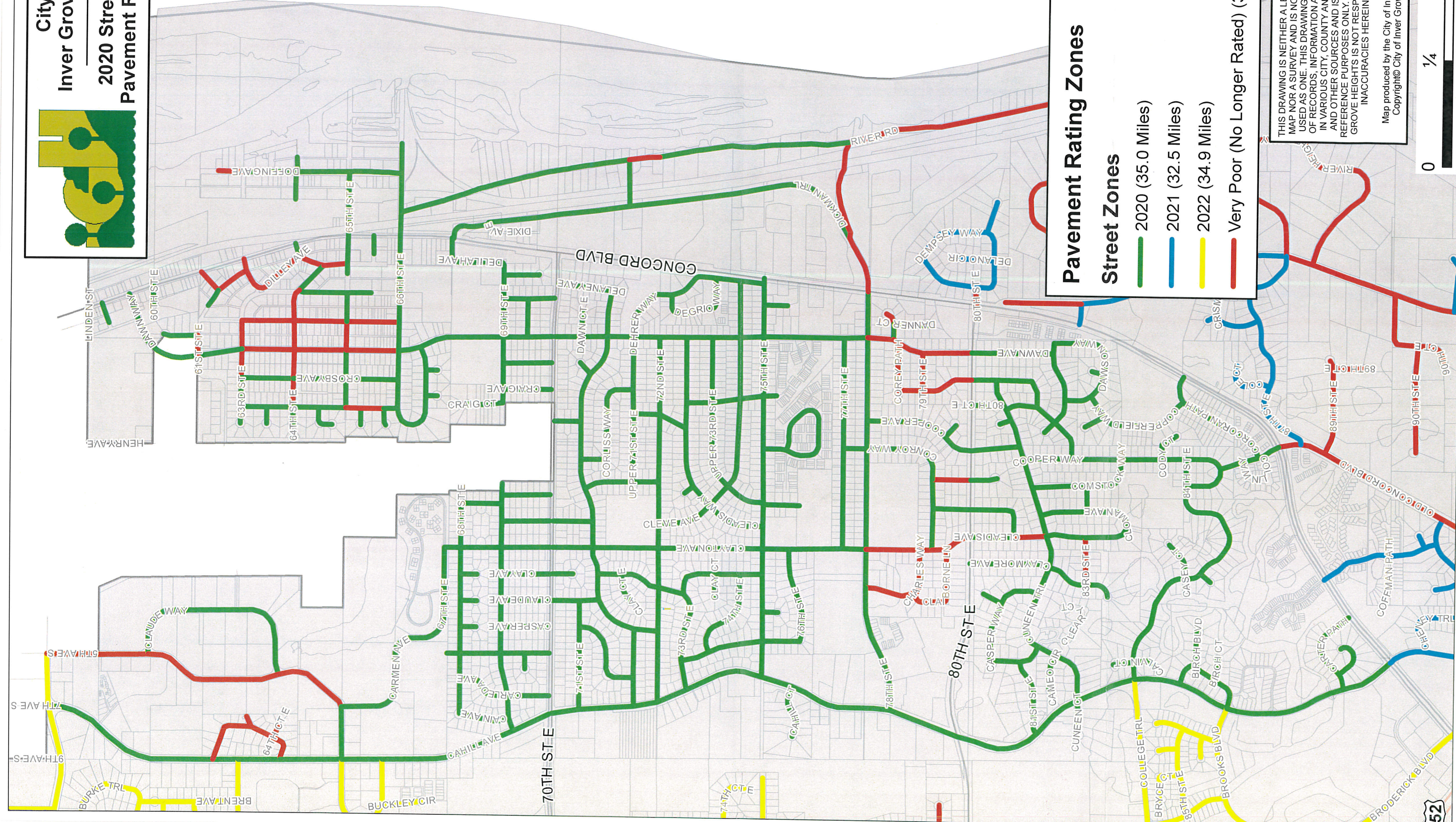
NOTE: There will be no Parking lots due for rating in year 2020.

Here are some screen captures of these evaluation areas:

Street Year 2 (2017, 2020) in Green Color:



City of
Inver Grove Heights
2020 Streets ICON
Pavement Rating Area



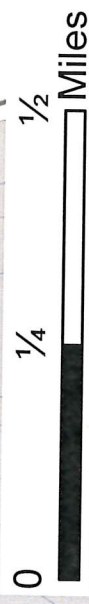
Pavement Rating Zones

Street Zones

- 2020 (35.0 Miles)
- 2021 (32.5 Miles)
- 2022 (34.9 Miles)
- Very Poor (No Longer Rated) (34.4 Miles)

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

**RESOLUTION ACCEPTING QUOTE AND HIRING CONTRACTOR FOR
2020 PAVEMENT RATINGS**

RESOLUTION NO. _____

WHEREAS, pursuant to a request for a quote from Goodpointe Technology, a quote was received in the amount of \$11,238.50; and

WHEREAS, Goodpointe Technology has been conducting pavement ratings in the City of Inver Grove Heights since 2001. The ratings include some streets, parking lots, and trails using ICON software; and

WHEREAS, the City has rated one-third of its streets on a rotating basis to track the pavement condition. Trails and parking lots have been added to the process recently.

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

1. The City hereby hires Goodpointe Technology for 2020 pavement ratings in the amount of \$11,238.50 for pavement ratings on some streets, parking lots and trails in the City of Inver Grove Heights.
2. The quote amount of \$11,238.50 shall be funded through the Pavement Management Program.

Adopted by the City Council of Inver Grove Heights this 24th day of February 2020

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Municipal State Aid Street System Adjustments

Meeting Date: February 24, 2020
 Item Type: Consent
 Contact: Tom Kaldunski 651.450.2572 *TK*
 Prepared by: Tom Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SDT*

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Consider adjustments to the Municipal State Aid Street (MSAS) System to reflect Inver Grove Heights future transportation needs within State Aid guidelines.

SUMMARY

The City is allowed to designate up to 20 percent of its local street mileage as its MSAS System. Existing or planned streets meeting certain criteria can be requested to be designated as MSA streets. These streets are then eligible for MSA funding if they are constructed, or reconstructed, to MSA standards.

The proposed revisions are requested to adjust the state aid street system to better meet the city's current and future transportation needs while maximizing funding within the MSAS system per state guidelines.

I recommend that the Council approve the attached resolution concerning the City's MSAS system.

TDK/me

Attachment: Resolution
 Map

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

RESOLUTION ESTABLISHING MUNICIPAL STATE AID STREET (MSAS)

RESOLUTION NO. _____

WHEREAS; it appears to the City Council of the City of Inver Grove Heights that the streets hereinafter described should be designated Municipal State Aid streets under the provisions of Minnesota law; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights that the roads described as follows, to-wit:

Additional Designations to the MSAS System

Blaine Avenue- I-494 to 50th Street East.

50th Street East- Blaine Avenue to 9th Avenue South (at the South Saint Paul Corporate Limits)

and are hereby established, located, and designated as Municipal State Aid streets of said City, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for his/her consideration, and that upon his/her approval of the designation of said road or portion thereof, that same be constructed, improved and maintained as Municipal State Aid streets of the City of Inver Grove Heights.

Adopted this 24th day of February 2020 by the City Council of the City of Inver Grove Heights, MN.

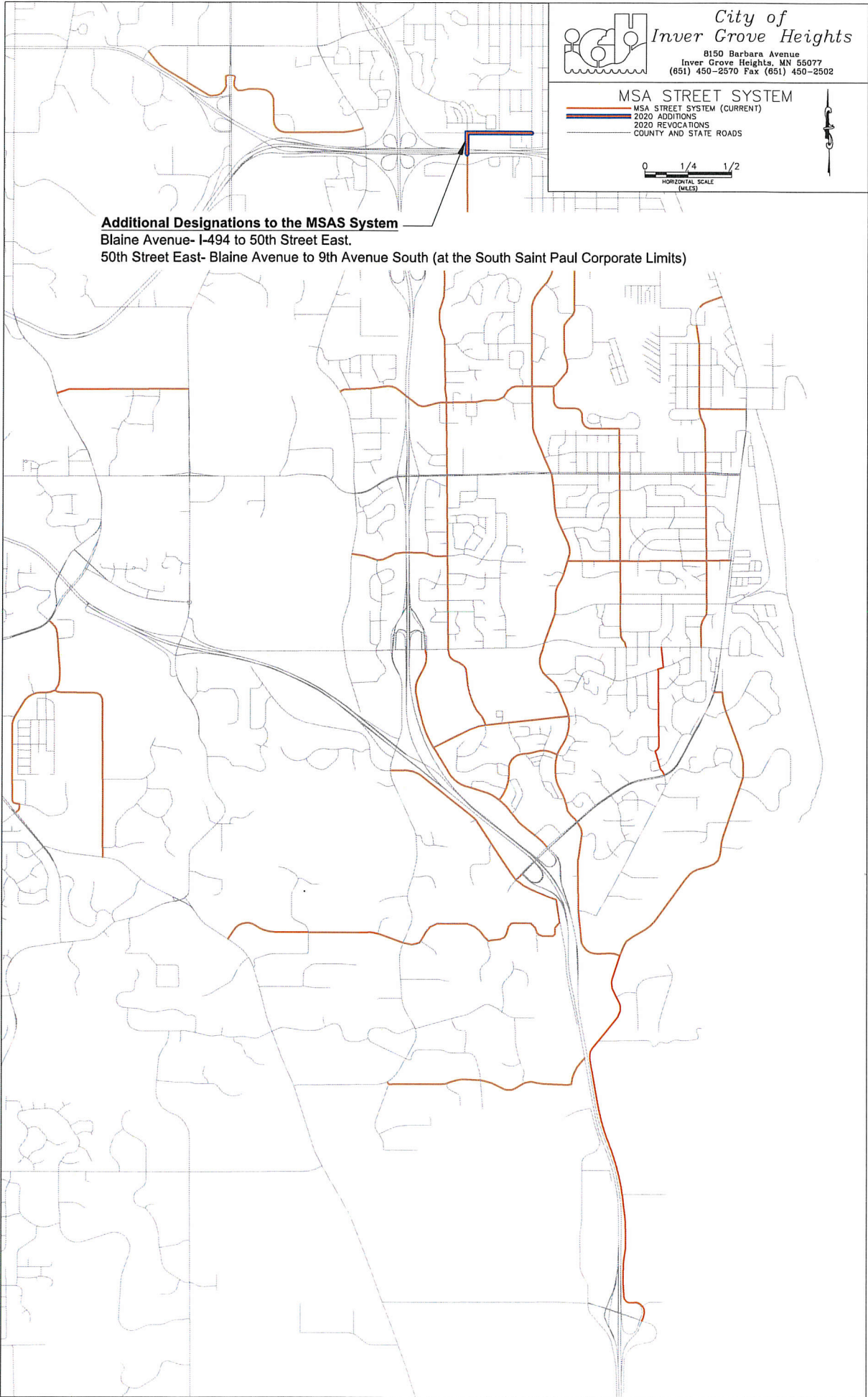
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk





Minnesota Department of Transportation

395 John Ireland Boulevard

Saint Paul, MN 55155

Memo

TO: Mr. Tom Kaldunski
Inver Grove Heights City Engineer

FROM: William Lanoux
Manager, Municipal State Aid Needs Unit

DATE: February 14, 2020

SUBJECT: Municipal State Aid Designations

The following Municipal State Aid Street designations will be approved when the *City Council resolution* has been received.

Extension of MSAS 103: *Blaine Avenue-* I-494 to 50th Street E (0.14 miles)

MSAS 131: *50th Street E-* Blaine Avenue to 9th Avenue S (at the South St. Paul corporate limits) (0.37 miles)

A Commissioner's Order will follow.

Needs Update Comments:

Routes can receive Needs and be used in the calculation of your 2021 allotment. Include this revision with your 2020 spring Needs update.

Certification of Mileage Update Comments:

You can include these revisions on the *2020 Annual Certification of Mileage* that is due in January 2021.

	Available Mileage	0.52	2019 Certified Mileage
+	Revoked Mileage	0.00	
-	<u>Designated Mileage</u>	<u>0.51</u>	
	Remaining Available Mileage	0.01	

If you have any questions, contact your DSAE or Bill Lanoux at (651) 366-3817 for instructions.

cc. District State Aid Engineer

An Equal Opportunity Employer



AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal for Engineering Services for STOR Storage Facility Conditional Use Permit (CUP) Amendment

Meeting Date: February 24, 2020

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Steve Dodge, Assistant City Engineer

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

TJK
SWD
SMT

☐
☐
☐
☐
☐
☒

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

New FTE requested – N/A

Other: Developer-provided engineering escrow account

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal for engineering services for STOR Mini-Storage Development.

SUMMARY

The Developer for STOR at 9725 Robert Trail has applied for a conditional use permit amendment for additional storage facilities which consist of parking lot expansion for outdoor vehicle or cold mini-storage units and a climate-controlled storage building.

Staff has requested a services proposal from Barr Engineering Co. due to their familiarity of the project by completing previous hydrologic plan reviews, SWPPP inspections, construction observation services. Attached is the proposal submitted from Barr Engineering Co. The total estimated cost for plan hydrologic plan reviews is \$3,700. If the project is advanced, Barr has included SWPPP inspection fees in the amount \$7,300 and construction inspection engineering services in the amount of \$11,000. The site is composed of steep slopes and will require frequent field visits and contractor meetings. The fees have been reviewed and agreed to with the Developer. The funding source for these services will be from the STOR Engineering Escrow funds provided by the developer.

Staff recommends that the Council adopt the resolution accepting the proposal from Barr Engineering Co. in the amount of \$22,000 for engineering consulting services for the STOR development at 9725 Robert Trail.

SWD/swd

Attachment: Resolution
Proposal

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING A PROPOSAL FROM BARR ENGINEERING CO. FOR
ENGINEERING SERVICES FOR STOR STORAGE CUP AMENDMENT**

RESOLUTION NO. _____

WHEREAS, the STOR Storage development submitted a CUP Amendment request for additional storage facilities which consist of parking lot expansion for outdoor vehicle or cold mini-storage units, and a climate-controlled storage building, water main expansion and stormwater facilities.

WHEREAS, in order to complete the hydrologic plan review, SWPPP inspections and construction observation services in a timely manner for the STOR development, assistance of a consulting engineering firm is necessary; and

WHEREAS, City staff requested, and received, a proposal from Barr Engineering Co. for engineering services; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, their familiarity with the site and their selection by the developer, it is recommended that Barr Engineering Co. be selected from the City's engineering consultant pool as the consulting firm for engineering services.

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

1. The proposal from Barr Engineering Co. is accepted and staff is authorized to enter into a contract in the amount of \$22,000 for engineering services as outlined in their proposal.
2. Funding is provided through the STOR Engineering Escrow account provided by the developer in accordance with the development documents.

Adopted by the City Council of Inver Grove Heights, Minnesota this 24th day of February 2020

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



January 31, 2020

Thomas Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Engineering services for STOR Mini-Storage Development

Dear Mr. Kaldunski:

Thank you for your request for a proposal to provide engineering services for stormwater plan review, erosion control inspection, and construction observation for the STOR mini-storage development, located in the City of Inver Grove Heights. Attached for your review is a work order containing our proposed scope of services, budget, and schedule for the project. Please contact Greg Fransen (gfransen@barr.com, 952-832-2626), or me (kchandler@barr.com, 952-832-2813), regarding any questions you have regarding the scope of services. If the work order is acceptable please sign and return a copy to us.

Sincerely,

A handwritten signature in black ink that reads "Karen L. Chandler".

Karen Chandler, P.E.
Vice President

A handwritten signature in black ink that reads "Greg Fransen".

Greg Fransen
Project Manager

**Work Order For:
Stormwater Management Review and Construction Observation Services
for STOR Mini-Storage Development**

Applicable to Addendum No. 1 and Master Service Agreement Dated June 27, 2012

between

**Barr Engineering Co. (Barr)
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435**

**City of Inver Grove Heights (City)
8150 Barbara Avenue
Inver Grove Heights, MN 55077**

Designated Representative:

Karen L. Chandler

Designated Representative:

Tom Kaldunski

I. Scope Language

Barr understands that the STOR mini-storage project (Project) will consist of grading undeveloped parts of an existing mini-storage facility and construction of mini-storage buildings, with associated drives, parking, and stormwater utilities, on approximately 19.4 acres located at 9725 South Robert Trail, northwest of the intersection of South Robert Trail (TH 3) and West Jefferson Trail. The Project site lies within the Rich Valley Drainage Area of Inver Grove Heights. The western parcel boundary lies along the Inver Grove Heights-Eagan border.

Barr understands that our scope of work includes the following activities:

- stormwater management plan review
- attendance at the grading preconstruction meeting and preliminary SWPPP inspection
- weekly site visits to document construction progress
- construction observation and infiltrometer testing of infiltration basins

Barr understands that the construction contractor will be the designated SWPPP inspector. Barr will perform a weekly inspection to ensure that erosion control measures are installed properly according to the SWPPP plan and to ensure that site conditions are consistent with subcontractor reports. Barr will review weekly and rainfall event SWPPP inspection reports to ensure regulatory compliance and will report violations to city staff for follow-up.

Barr's role in construction observation will be to observe the construction of stormwater infiltration facilities at the site and to perform infiltration tests using a Modified Philip-Dunne (MPD) infiltrometer to ensure that the constructed infiltration basins will meet city requirements. Barr will not direct the work of the contractor.

The scope of work is divided into the following tasks:

Task 1: Stormwater Management Plan Review - \$3,700

- review stormwater management plan
- review stormwater construction plan
- review stormwater model
- prepare preliminary review memorandum

- attend plan review meeting at City Hall
- review revised plan
- prepare final review memorandum
- travel expenses

Task 2: Construction Site Activities - \$11,000

- attend preconstruction meeting
- perform pre-grading SWPPP inspection
- conduct weekly site visits
- conduct major rainfall event site visits
- observe infiltration basin construction
- perform infiltrometer testing
- coordinate schedule with contractors
- equipment and travel expenses

Task 3: Documentation - \$ 7,300

- prepare/distribute weekly reports to city/developer/contractor
- review SWPPP record
- communicate with developer, contractor, and city staff via email
- project administration

Fee Estimate Total: **\$22,000**

These costs are based on the scope and schedule assumptions as listed below.

Deliverables

Barr will provide the City with the following deliverables during the proposed work:

1. preliminary stormwater management review memorandum
2. final stormwater management review memorandum
3. weekly inspection reports
4. major rainfall event inspection reports
5. infiltration basin construction observation report

II. Maximum Compensation

For the services referenced above, you will pay us for time and expenses not to exceed the amount listed above without prior approval, in accordance with the referenced Master Service Agreement.

III. Schedule and Assumptions Upon Which Schedule and Maximum Compensation are Based

The scope of services assumes that Barr will provide construction services from April 2020 through November 2020. Construction services completed during other time periods are not included in this proposal. Barr will perform additional tasks outside the scope of this work order upon written request by city engineering department staff on a time and expense basis.

Additional assumptions are listed below:

- Barr will attend one (1) plan review meeting
- Barr will attend one (1) grading preconstruction meeting.
- Barr will perform one (1) pre-construction SWPPP inspection.

- Barr will attend construction meetings and perform construction observation during excavation and construction of the planned infiltration basins which may be interspersed between May 2020 and November 2020. Barr assumes three (3) 8-hour visits to the site, including travel time.

ACCEPTED AND AGREED TO:

BARR ENGINEERING CO.

City of Inver Grove Heights

By: Karen L. Chandler

By: _____

Title: Vice President

Title: City Engineer

Date: January 31, 2020

Date: _____

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Accepting Proposal from EOR for an Update to the City's Northwest Area Regional Basin Map

Meeting Date: February 24, 2020

Item Type: Consent

Contact: Thomas J. Kaldunski, 651-450-2572

Prepared by: Thomas J. Kaldunski, City Engineer

Reviewed by: Scott D. Thureen, Public Works Director



Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Development Funds

PURPOSE/ACTION REQUESTED

Consider accepting proposal from EOR for an update to the City's Northwest Area Regional Basin Map.

SUMMARY

The Council accepted the original Regional Basin Map and Stormwater Model from EOR in 2006. The City will have EOR update this stormwater model to reflect development that has occurred in the Northwest Area between 2006-2020. The work involves updating the City's Regional Basin Map and modeling the City's NWA subwatersheds to identify the stormwater management system. EOR will provide the Regional Basin Map and water level tables from the model in an on-line format. This will allow City consultants and developers easy access to the data.

The attached letter from EOR describes the work and requests a budget of \$27,250 for the work. This includes tasks one and two plus the optional items in the attached proposal.

I concur with the need for updating the basin map and on-line modeling and recommend approval of the resolution. The work will be funded from the stormwater modeling funds that have been collected from the developments as part of their development fees. A total of \$29,700 has been collected from developers to date.

TJK/kf

Attachments: Proposal letter from EOR
Resolution

Project Name | NW Area Regional Basin Map Update
To / Contact info | Tom Kaldunski - IGH
Cc / Contact info |
From / Contact info | Paula Kalinosky, Brett Emmons, Sarah Grandstrand - EOR
Regarding | Proposed Scope of Services, NWA Regional Basin Map Update

Date | 02/10/2020

NWA Regional Basin Map Update

The NWA Stormwater Manual was first published in 2006. An important tool developed with the manual that used in the NW (Northwest) Area frequently is the Regional Basins Map. The Map is valuable for both staff and developers in the planning and design phases to quickly assess the issues and move projects forward. Since that time, numerous City, County, State and private development projects have been realized or are in progress in the NW Area. With new data and modifications due to development, the data layers, values, and labels for many basins within the system are out of date and should be updated in a central location for easy reference.

Additionally, it would be beneficial for developers and the City if the Regional Basin Map could be readily accessed and updated as development progresses on a continuous basis. Moving the map to an online platform would provide a central location to document development progress, special basin conditions, and future restrictions. As the map is updated, developers will see a tangible product associated with NWA modeling fees.

Background Work – NW Area Regional H&H Model

Since much of the data displayed on the Regional Basin Map is developed from stormwater modeling, EOR will need to revise and update corresponding portions of the NW Area Regional H&H model to bring the map up-to-date. Some of this work has been completed by EOR in recent years and EOR will work with the City to acquire the project data needed to complete the remainder. A draft list of development projects to be addressed as part of this work is included as an attachment to this memo. Fees from the developers typically include a portion to update the regional model with the development's final design. We anticipated that the cost of this work will largely be covered by development escrows for relevant projects. Public projects that do not pay a developer fee will need to be addressed. The estimated cost of model update and apportionment of billings will be discussed with the City prior to the start of any model revision work.

Proposed Scope

Task 1 – Regional Basin QA/QC and Mapping Consultation - \$3,750

The cost of this task includes 1, 2-hour meeting with the City to discuss needed map revisions and map functionality preferences.

- A. Regional Basin Map New Data Needs and Coordination (16 hr) – EOR will work with the City to pool our collective knowledge and review the current regional basin map to identify gaps in data and data sources required to update the map. For example, overflows for Robert Trail watershed corridor will need to be updated per recommendations from the Robert Trail Watershed Corridor feasibility study, along with recently approved developments throughout the NW Area. This step should include a full accounting of development and improvement projects realized in the NWA since 2006.
- B. Online Mapping Consultation (12 hr) – EOR will review online mapping platforms for suitability, make recommendations to the City, and provide consultation regarding potential features and

functionality, data representation, and data management. Potential candidate platforms include Leaflet, Mapbox, ESRI ArcGIS Online, QGIS Web Client and Carto.

Task 2 – Transfer the Regional Basin Map to an Online Platform- \$ 17,500

The estimate for this task is based on completion of all items in Task 1.

- A. Data Processing (20 hr) - \$3200 Results and data from the updated NW Area Regional H&H model will be used to update data layers used in the NW Area Regional Basin Map. Data processing includes computation of low floor elevations, verification of basin overflow classification, maximum storage volume, and other metrics as needed. Shapefiles representing basin flood levels, basin overflow categories, developed parcels, and others will be revised as needed based on development impacts and H&H modeling results.
- B. Develop Online Regional Basin Map (90 hr) - \$12,000 EOR will transfer the regional basin map to an on-line, interactive platform that can be accessed by the City and EOR at any time and updated on an on-going basis as changes occur through development. The city will have controls so that portions or all of the map could be accessed by developers and their engineers. The cost estimate for this task includes:
 - Configuration of map layers with the selected hosting entity
 - Draft map layouts
 - Internal QA/QC, testing, and trouble shooting
 - 1-hour meeting with the city staff to gather review comments
 - Revisions to map addressing city review comments
- C. Hardcopy of Updated Regional Basin Map, Full Scale Prints, 2 copies (16 hr) - Data layers developed for the online version of the map will be used to layout and plot two (2) full-scale (27" x 39"), color prints of the Regional Basin Map. This will serve as the design and layout for any paper copies requested in the future. The estimate for this task includes staff time for layout in GIS, internal QA/QC, and the cost of printing.

Optional Items - \$6,000

- D. Add Link to NWA Stormwater Manual Tables and Figures to the Online Map – (28 hr)
Figures and tables in the NWA manual which reference the regional basin map could be accessed in an updated version through the on-line map depending on platform functionality. Examples include:
 - Figure 2.5 – Subwatershed Map
 - Figure 2.13 – Landlocked Basin Classification Map
 - Table 5.3 – Wetlands that Exceed Stormwater Quantity Requirements
- E. Training Materials and Orientation of City Staff - (16 hr)
EOR staff will develop a brief technical memo outlining online map features and functions and will provide one in-person orientation to the mapping platform for city staff.

Proposed Timeline

To provide sufficient time for data coordination and review of deliverables, we are proposing that the work be completed over a 6-8 week period. A rough timeframe for completion of each task by EOR is outlined in Table 1. Additional time may be needed for City review and comments.

Table 1. EOR timeframe for completion of Regional Basin Map revisions and migration to on-line platform.

Task	Timeframe for Completion (weeks)							
	1	2	3	4	5	6	7	8
Data Review , Coordination, and Consultation with the City								
<i>NWA Stormwater Model Updates¹</i>								
Online Map Development								
Internal Review and Testing								
Incorporate Revisions from IGH Review								
EOR Lead Orientation to the Online Map								

¹ Work approved under other scopes

Summary

The estimated total cost of services presented in this scope is **\$21,250**. If optional items D and E are included, then the total cost would be \$27,250. This cost estimate includes the time required to produce deliverables as well as estimated time for informal project meetings. Deliverables include 2 color prints of the NWA Regional Basin Map (27" x 39" format) and development of an online version of the map accessible to the city.

Each platform will incur some on-going hosting costs, which vary depending on the platform and functionality chosen. The city will be able to choose their hosting preference in Task 1B. This estimate does not include these service provider fees for hosting the online map. Our preliminary investigation indicates that the cost of hosting is nominal compared to the cost of set up.

ATTACHMENT

Draft Summary of Proposed Updates to the IGH NWA Regional Basin MAP

Project	Project Type	Project Status	Model Updates Needed	EOR Data Needs
Argenta Hills Phases 1-9	Private Development	Complete	QA/QC*	Any additional as-built data
Blackstone Vista I		Nearing Completion	Incorporate as-built data	As-built data
Blackstone Ponds				
Blackstone Ridge		Active – all phases?	Incorporate final construction and/or as-built data	Final development models and any as-built data
Windwood				
Scenic Hills		Active – Phase I	Incorporate Phase I into Regional Model	
Windsor Ridge/Settler's Ridge N		Development Review	(future update)	Final plans, stormwater models
Argenta Apartment Complex		On hold		
Robert Trail Corridor Overflow Study	City of IGH Study	Study Complete	Incorporate data from study as appropriate to represent current development activity.	
CSAH 26 Roundabout	Dakota County	Complete	Incorporate final construction and/or as-built data	Final construction plans, as-built data
CR 63 Realignment - South	Dakota County, City of IGH, City of Eagan	Complete	QA/QC*	
CASH 26 Expansion Project	Civil Consultant – Kimley Horn	Final plan development	(future update)	
CR 63 Realignment - North	Dakota County, City of IGH, City of Eagan	Portion to 65 th street complete; other – future.	Incorporate as-built data	Final plans, as-builts if not included in BSR plans
65 th Street	City of IGH?	Robert Trail to CR 63 Complete	Any relevant associated with the project	Final plans, as-built data, and stormwater models

* Data from final construction plans and/or asbuilts have already been incorporated into the Regional Model.

EOR is an Equal Opportunity Affirmative Action Employer

Emmons & Olivier Resources, Inc. 7030 6th St. North Oakdale, MN 55128 T/ 651.770.8448 F/ 651.770.2552 www.eorinc.com

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

**RESOLUTION ACCEPTING PROPOSAL FROM EOR FOR UPDATING THE CITY'S
NORTHWEST AREA REGIONAL BASIN MAP**

WHEREAS, the City is required by Minnesota Statutes 103B.235 to prepare a local water management plan and to update it per the requirements of Minnesota Rules 8410.0160; and

WHEREAS, the plan should be updated from time to time as a required part of the Comprehensive Plan update; and

WHEREAS, on February 24, 2020, EOR was selected to update the 2006 stormwater manual prepared by EOR to reflect the affects of development that has occurred to date; and

WHEREAS, EOR will conduct tasks one and two plus the optional tables using an on-line format compatible with the City's GIS; and

WHEREAS, funding in the amount of \$29,700 has been collected from developers as part of their development fees; and

WHEREAS, staff has reviewed the request and concurs with the need for the work and the additional time and cost necessary to complete it.

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

1. The proposal from EOR in the amount of \$27,250 is hereby accepted.
2. Funding for this work is to be from the Stormwater Modeling fees already provided to the City by developers.

Adopted by the City Council of Inver Grove Heights this 24th day of February 2020

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2019 Pavement Management Program, City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements

Meeting Date: February 24, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, Franchise Fee Funds, Special Assessments, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider resolutions calling for hearing on proposed assessments, declaring costs to be assessed, and ordering preparation of proposed assessments for the 2019 Pavement Management Program, City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements.

SUMMARY

Bids for City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements were opened on February 13th, 2020. The assessment hearing for City Project 2016-09G is proposed for March 23, 2020. Award of a construction contract for the project will be considered after the final assessment hearing.

Based on the apparent low bid, the estimated total project cost for City Project No. 2016-09G is \$2,560,868 and proposed final assessments are \$546,727. The total assessment amount is approximately 23.9 percent of the street and storm costs. Using the assessment cap, this correlates to a \$12,320 assessment per single-family residential property. The per policy assessment amount is \$18,433. Staff will prepare the final assessment roll, based on the lowest responsible bidder, plus estimated indirect costs and contingencies.

The estimated total project cost of \$2,560,868 is higher than the feasibility estimate of \$2,496,000 due to additional sewer and water costs identified in final design. The additional cost will be covered by the water fund and sewer fund. The pavement management fund is estimated to contribute \$1,740,273 as proposed in the feasibility report. Construction and contingency costs will need to be monitored to ensure the assessable portion stays above 20 percent of the total street and storm costs in accordance with 429 State Statute. The temporary residential access and permanent public safety access are paid by the pavement management fund, not assessed, but included in the total project costs. A comprehensive funding package is proposed to include the pavement management fund, franchise fee funds, special assessments, water fund and sewer fund.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessments, declaring the costs to be assessed, and ordering preparation of the proposed assessments for the 2019 Pavement Management Program, City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements.

SWD/kf

Attachments: Resolutions

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

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS**

**2019 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2016-09G 60TH STREET, 62ND STREET, AND BACON AVENUE
IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, February 24, 2020 the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2019 Pavement Management Program

City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements

WHEREAS, Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, and bituminous pavement), milling, new curb and gutter, storm sewer improvements, drainage improvements, slope and grading improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs and adjustments, pedestrian trail improvements, appurtenances and restoration on the following streets: 60th Street East from Babcock Trail to Bacon Avenue, Bacon Avenue from 62nd Street to its north terminus, 62nd Street East from Bacon Avenue to its east terminus.

WHEREAS, the total final estimated project cost for City Project No. 2016-09G is \$2,560,868.

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

1. The amount to be specially assessed for City Project No. 2016-09G is hereby declared to be \$546,727.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 24th day of February, 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

**2019 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2016-09G 60TH STREET, 62ND STREET, AND BACON AVENUE
IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, February 24, 2020 the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2019 Pavement Management Program

City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements

WHEREAS, Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, and bituminous pavement), milling, new curb and gutter, storm sewer improvements, drainage improvements, slope and grading improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs and adjustments, pedestrian trail improvements, appurtenances and restoration on the following streets: 60th Street East from Babcock Trail to Bacon Avenue, Bacon Avenue from 62nd Street to its north terminus, 62nd Street East from Bacon Avenue to its east terminus.

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's Office for public inspection.

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

1. A hearing shall be held on the March 23, 2020 in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 24th day of February, 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2019 Pavement Management Program, City Project No. 2019-09D – 64th Street Area Improvements

Meeting Date: February 24, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director


Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, Franchise Fee Funds, Special Assessments, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider resolutions calling for hearing on proposed assessments, declaring costs to be assessed, and ordering preparation of proposed assessments for the 2019 Pavement Management Program, City Project No. 2019-09D - 64th Street Area Improvements.

SUMMARY

Bids for City Project No. City Project No. 2019-09D - 64th Street Area Improvements were opened on February 13th, 2020. The assessment hearing for City Project 2019-09D is proposed for March 23, 2020. Award of a construction contract for the project will be considered after the final assessment hearing.

Based on the apparent low bid, the estimated total project cost for City Project No. 2019-09D is \$1,504,195 and proposed final assessments are \$525,343. The total assessment amount is approximately 55 percent of the street and storm costs. This correlates to a per-policy proposed assessment of \$10,668 per single-family residential property. This is below the assessment special benefit cap of \$12,980. Staff will prepare the final assessment roll, based on the lowest responsible bidder, plus estimated indirect costs and contingencies.

The estimated total project cost of \$1,504,195 is lower than the feasibility estimate of \$1,665,317 due to receiving competitive bids. In addition, rain gardens have been removed from the project due to the high bid costs making them not feasible for water quality benefits. Several other water quality facilities in the bid will provide the water quality benefits. A comprehensive funding package is proposed to include the pavement management fund, franchise fee funds, special assessments, water fund and sewer funds.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessments, declaring the costs to be assessed, and ordering preparation of the proposed assessments for the 2019 Pavement Management Program, City Project No. 2019-09D - 64th Street Area Improvements.

SWD/swd

Attachments: Resolutions

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

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS**

**2019 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2019-09D 64th STREET AREA IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, February 24, 2020 the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2019 Pavement Management Program
City Project No. 2019-09D – 64th Street Area Improvements

WHEREAS, Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, and bituminous pavement), milling, spot concrete curb and gutter removal and replacement, street storm sewer improvements, trunk storm sewer improvements, drainage improvements, slope and grading improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs, appurtenances and restoration on the following streets: 64th Street E. from Blaine Avenue to its east terminus, Bowman Avenue from 64th Street E. to its north terminus, Bowman Circle from 64th Street E. to its south terminus, and Upper 64th Street Court E. from Blaine Avenue to its east terminus.

WHEREAS, the total final estimated project cost for City Project No. 2019-09D is \$1,504,195.

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

1. The amount to be specially assessed for City Project No. 2019-09D is hereby declared to be \$525,343.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 24th day of February, 2020.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

**2019 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2019-09D 64th STREET AREA IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, February 24, 2020 the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

**2019 Pavement Management Program
City Project No. 2019-09D – 64th Street Area Improvements**

WHEREAS, Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, and bituminous pavement), milling, spot concrete curb and gutter removal and replacement, street storm sewer improvements, trunk storm sewer improvements, drainage improvements, slope and grading improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs, appurtenances and restoration on the following streets: 64th Street E. from Blaine Avenue to its east terminus, Bowman Avenue from 64th Street E. to its north terminus, Bowman Circle from 64th Street E. to its south terminus, and Upper 64th Street Court E. from Blaine Avenue to its east terminus.

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's Office for public inspection.

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

1. A hearing shall be held on the March 23, 2020 in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 24th day of February, 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Seeking 2020 Municipal State Aid System (MSAS) Advancement of Funding for City Project No. 2016-08 – T.H. 3 Roundabout at 70th Street (SP 178-020-027) and City Project No. 2015-08 – 70th Street (CSAH 26) - Eagan to T.H. 3 (SP 178-020-028), City Project Nos. 2016-04 and 2016-05 – Argenta Trail from Amana Trail to 65th Street (SP 178-020-029) and 65th Street from New Argenta Trail to Existing Argenta Trail (SP 178-020-029) for 70th Street and Argenta Trail Engineering Services Work in 2020

Meeting Date: February 24, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer
 Prepared by: Thomas J. Kaldunski, 651-450-2572
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Consider resolution seeking 2020 Municipal State Aid System (MSAS) advancement of funding for City Project No. 2016-08 – T.H. 3 Roundabout at 70th Street (SP 178-020-027) and City Project No. 2015-08 – 70th Street (CSAH 26) - Eagan to T.H. 3 (SP 178-020-028), City Project Nos. 2016-04 and 2016-05 – Argenta Trail from Amana Trail to 65th Street (SP 178-020-029) and 65th Street from New Argenta Trail to Existing Argenta Trail (SP 178-020-029) for 70th Street and Argenta Trail engineering services work in 2020.

SUMMARY

The City has been working with Dakota County, the City of Eagan and MnDOT to construct a new four-lane highway on 70th Street (CSAH 26) from the intersection of T.H. 55 to the 70th Street roundabout. In October 2019, the City requested and received authorization for an MSAS advancement in 2019 for the project. The City is seeing a similar MSAS \$4.0 million advance in 2020. The design will be completed and bid in July 2021. The project is currently on track for letting in April 2021, bid receipt in July 2021, and tentative award of contract by Dakota County in August 2021. The City will request \$2,994,080 for 70th Street and Argenta Trail for engineering services work in 2020. Right-of-Way acquisitions are being processed by Dakota County in 2020.

In addition, the City has been working on City Project No. 2016-08 – 70th Street Construction Roundabout at T.H. 3. This project was scheduled for construction in 2019. The City's financial plan includes the use of MSAS funds estimated at \$1,005,920 on 2016-08. The City will be requesting these State Aid funds from the advance funding for MSAS projects.

The City will need to seek an MSAS advancement in 2020. The City Engineer has been working with MnDOT's District State Aid Engineer on this funding.

Attached is a "Municipal Request to Reserve Advance Funding" for this project. A resolution to advance funding from MSAS Construction Funds is also attached. The City will be requesting \$4.0M in MSAS funds with this request. The funding will cover a portion of the City's share of the cost for the 70th Street (CSAH 26) project and Argenta Trail project. It will also request funds for the 70th Street and T.H. 3 roundabout.

Staff recommends that the City Council approve the attached resolution and municipal request to reserve advance funding.

TJK/kf

Attachments: Resolution

Municipal Request

Map of proposed four-lane on 70th St. at T.H. 55 and 70th St. Roundabout, including Argenta Trail from Amana Trail to 65th Street and 65th Street from New Argenta Trail to existing Argenta Trail

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

**RESOLUTION TO ADVANCE FUNDING FROM THE MUNICIPAL STATE AID STREET
CONSTRUCTION FUND**

RESOLUTION NO. _____

WHEREAS, the Municipality of Inver Grove Heights is planning to implement Municipal State Aid Street Project(s) in 2020 which will require State Aid funds in excess of those available in its State Aid Construction Account; and

WHEREAS, said Municipality is prepared to proceed with the construction of said project(s) using an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account; and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of November 30, 2019	(\$1,351,838.28)
Estimated 2020 Allocation January 2020	\$1,361,011.00
Estimated January 2020 Balance	\$9,182.28

<u>SAP No.</u>	<u>Title</u>	<u>SAP Funding Budget</u>
178-020-028	70 th Street from T.H. 55 to T.H. 3 (City Project No. 2015-08)	<u>\$1,497,040.00</u>
178-020-027	65 th Street Construction (City Project No. 2016-08)	<u>\$1,005,920.00</u>
178-020-029	Argenta Trail from Amana Trail to 65 th Street and 65 th Street from new Argenta Trail to existing Argenta Trail (City Project Nos. 2016-04 and 2016-05)	<u>\$1,497,040.00</u>

2020 TOTAL MSAS ADVANCE \$4,000,000.00

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b; and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come, first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT: The Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of Inver Grove Heights in an amount up to \$4.0 million. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

Adopted by the City Council of Inver Grove Heights this 24th day of February 2020

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Municipal Request to Reserve Advance Funding

**February 2020
Page 1 of 1**

The Municipality of Inver Grove Heights requests that the amount of \$4,000,000 be reserved from the Municipal State Aid Street Construction Fund for the State Aid Project(s) listed below:

<u>SAP No.</u>	<u>Title</u>	<u>SAP Funding Budget</u>
178-020-028	70 th Street from T.H. 55 to T.H. 3 (City Project No. 2015-08)	<u>\$1,497,040.00</u>
178-020-027	70 th Street Roundabout Construction (City Project No. 2016-08)	<u>\$1,005,920.00</u>
178-020-029	Argenta Trail from Amana Trail to 65 th Street and 65 th Street From new Argenta Trail to existing Argenta Trail (City Project Nos. 2016-04 and 2016-05)	<u>\$1,497,040.00</u>

2020 TOTAL MSAS ADVANCE REQUEST \$4,000,000.00

MUNICIPAL APPROVAL

A Municipal Council Resolution authorizing this advance funding is attached or has been previously submitted.

Thomas J. Kaldunski, Municipal Engineer

Date

STATE AID APPROVAL

Construction funds in the amount of \$_____ has been approved and reserved from the Municipal State Aid Street Construction Fund.

State Aid Finance

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

OUTFRONT MEDIA, LLC - Case No. 20-01ZA

Meeting Date: February 24, 2020
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	Other

PURPOSE/ACTION REQUESTED

Consider the Second Reading of an **Ordinance Amendment** to expand the geographic area of the Dynamic Display Billboard Overlay District.

- Requires a 3/5th's vote.
- 60-day deadline: April 20, 2020 (second 60 days)

SUMMARY

The City Council approved the first reading of the ordinance amendment at the February 10, 2020 meeting with no recommended changes.

ANALYSIS

Staff is proposing the second reading of the ordinance with one minor change that helps clarify that dynamic display billboards must meet standard billboard requirements as well as those for dynamic display. This change is listed in I. 2. and is highlighted in yellow.

RECOMMENDATION

Planning Staff: Recommends approval of the second reading with the change identified in yellow highlight.

Attachments: Second Reading Ordinance Amending the Overlay District Text

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, (ZONING ORDINANCE) REGARDING EXPANDING THE GEOGRAPHIC
AREA OF THE DYNAMIC DISPLAY BILLBOARD OVERLAY DISTRICT**

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

Section One. Amendment. Title 10, Chapter 15E-6 , BILLBOARDS of the Inver Grove Heights City Code is hereby amended to read as follows:

I. Dynamic Display Billboards:

2. Location of Dynamic Display Billboards: Notwithstanding anything to the contrary contained within this code, dynamic display billboards may be located only within the billboard overlay district. Dynamic display billboards are prohibited in all zoning districts of the city other than the billboard overlay district. Dynamic display billboards located in the billboard overlay district must comply with all code requirements for permitted dynamic display billboards **and for billboards per 10-15E-6 of this section.**
5. Rezoning Of Property: ~~Contemporaneous with the enactment of this subsection,~~ The city has rezoned certain property within the city to the billboard overlay district by ordinance 1229 **and by ordinance XXX.** The area rezoned to the billboard overlay district is the only appropriate area in the city for dynamic display billboards ~~because the city adopted an ordinance in 1993 regulating the location of billboards to an area along Highway 52/55 in Sections 27 and 34, Township 27, Range 22.~~ Supreme court decisions and results from numerous safety studies have indicated that dynamic display billboards and other forms of outdoor signage are intended to divert, and do divert, a driver's attention from the roadway. Dynamic display billboards have been considered a form of visual pollution that can detract from the positive features of a community.

The property located within the city of Inver Grove Heights which has been rezoned to be located in the dynamic display billboard overlay district is as follows: All of sections 27 and 34, Township 27N, Range 22W; and the north half of Section 33, Township 28N, Range 22W, lying north of I-494 between Hwy 52 and Blaine Avenue, Dakota County, Minnesota.

Section Two. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2020.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SOURCE LAND CAPITAL – CASE NO. 20-02PUD

Meeting Date: February 24, 2020
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Approve a Resolution relating to the final plat, final PUD development plan, Development Contract and related agreements for the plat of Settlers Ridge North. Phase 1 consisting of 25 single family lots located at the northwest corner of Hwy 3 and 65th Street;

- All Require 3/5th's vote.
- 60-day deadline: March 8, 2020 (first 60 days)

SUMMARY

The applicant is proposing the final PUD development plans for Settlers Ridge North, a 66 lot single family development located along new 65th Street and South Robert Trail. The project was originally titled Windsor Ridge during the preliminary plat approval stage. The City Council approved the preliminary plat and PUD on October 28, 2019.

ANALYSIS

The project will be done in phases. The first phase final plat consists of 25 lots. The plat and development plans are consistent with the preliminary plans. Engineering has worked extensively with our consultants and the applicant's consultants to address the drainage concerns raised during the preliminary approval. All involved have confirmed the plans are complete and meet or exceed Northwest Area standards. Earth work and tree grubbing would begin this early spring. The final plan set satisfies the 16 conditions of preliminary approval.

The final grading plan saved a few existing trees. The amount of required replacement went from 642 trees to 578 trees. The developer will pay a cash contribution to the tree fund to cover this amount.

RECOMMENDATION

Planning Staff: Recommends approval of the Final plans with the three conditions listed in the attached resolution.

Planning Commission: Reviewed the Final PUD plans on February 18. There was considerable discussion regarding the storm water system and impacts to neighboring properties. The City Engineer spoke to answer questions on these concerns and stated the plans as proposed meet those concerns. The Commission therefore recommended approval (8-0).

February 24, 2020
Council Memo – Settlers Ridge North
Page 2

Attachments: Resolution approving the Final Plat, Final PUD Development Plans including Development Contract and Related Agreements (12 total documents) for the plat of Settlers Ridge North.
Planning Report (includes final plat and plan set).

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT, FINAL PUD DEVELOPMENT PLAN,
DEVELOPMENT CONTRACT, STORM WATER FACILITIES MAINTENANCE
AGREEMENT AND RELATED AGREEMENTS FOR THE PLAT OF SETTLERS RIDGE
NORTH**

**CASE NO. 20-02PUD
(Source Land Capital)**

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

See Exhibit A

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on May 7, 2019;

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat and Final PUD Development Plan of Settlers Ridge North, Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements are hereby approved subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Preliminary PUD conditions of approval and site plan
Final Plat (2 sheets)
Final Site Plan
Open Space Plan
Grading and Erosion Control Plan
Overall Utility Plan
Overall Final Landscape Plan (4 sheets)
Tree Preservation Plan

List of approved plans and date of plans shall be identified in the development contract.

2. All plans are subject to the review and approval of the City Engineer including comments from city consultants reviewing the plans prior to work commencing on the site.
3. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

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

Passed this 24th day of February, 2020.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Rebecca Kiernan, City Clerk

EXHIBIT A

Property Description (Murphy Property):

That part of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing along the east line of said East Half of the Northeast Quarter, a distance of 1449.27 feet to the south line of the plat of RAUCHWARTER ESTATES, according to the recorded plat thereof, said Dakota County; thence South 89 degrees 51 minutes 20 seconds West, along said south line of RAUCHWARTER ESTATES, a distance of 990.71 feet to the east line of the West 350.00 feet of said East Half of the Northeast Quarter and the point of beginning; thence continue South 89 degrees 51 minutes 20 seconds West, along said south line, a distance of 350.04 feet to the west line of said East half of the Northeast Quarter; thence South 01 degrees 00 minutes 50 seconds East, along said west line a distance of 1017.33 feet to the south line of said East Half of the Northeast Quarter; thence North 89 degrees 44 minutes 00 seconds East, along said south line, a distance of 1339.31 feet to the east line of said East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said east line, a distance of 660.51 feet to the north line of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6; thence South 89 degrees 41 minutes 07 seconds West, along said north line, a distance of 45.00 feet to the west line of the East 45.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, along said west line, a distance of 223.01 feet to the south line of the North 223.00 feet of said South Half of the South Half of the East half of the Northeast Quarter; thence South 89 degrees 41 minutes 07 seconds West, along said south line, a distance of 208.01 feet to the west line of the East 253.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said west line a distance of 223.01 feet to said north line of the South Half of the South Half of the East Half of the Northeast Quarter; thence South 89 degrees 41 minutes 07 seconds West, along said north line, a distance of 737.17 feet to said east line of the West 350.00 feet of said East Half of the Northeast Quarter; thence North 01 degrees 00 minutes 50 seconds West, along said east line, a distance of 356.89 feet to said south line of RAUCHWARTER ESTATES and the point of beginning,

Area: 22.10 acres

Property Description (Mooney Property):

That part of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing along the east line of said East Half of the Northeast Quarter, a distance of 1449.27 feet to the south line of the plat of RAUCHWARTER ESTATES, according to the recorded plat thereof, said Dakota County; thence South 89 degrees 51 minutes 20 seconds West, along said south line of RAUCHWARTER ESTATES, a distance of 321.13 feet to the west line of the East 321.10 feet of the East Half of the Northeast Quarter and the point of beginning; thence South 00 degrees 56 minutes 05 seconds East, along said west line, a distance of 354.89 feet to the north line of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6; thence South 89 degrees 41 minutes 07 seconds

West, along said south line, a distance of 669.06 feet to the east line of the West 350.00 feet of said East Half of the Northeast Quarter; thence North 01 degrees 00 minutes 50 seconds West, along said east line a distance of 356.89 feet to said south line of RAUCHWARTER ESTATES; thence North 89 degrees 51 minutes 20 seconds East, along said south line, a distance of 669.58 feet to the point of beginning.

Area: 5.47 acres

Property Description (Riley Property):

That part of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing along the east line of said East Half of the Northeast Quarter, a distance of 1449.27 feet to the south line of the plat of RAUCHWARTER ESTATES, according to the recorded plat thereof, said Dakota County and the point of beginning; thence South 89 degrees 51 minutes 20 seconds West, along said south line of RAUCHWARTER ESTATES, a distance of 321.13 feet to the west line of the East 321.10 feet of the East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, along said west line, a distance of 354.89 feet to the north line of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6; thence North 89 degrees 41 minutes 07 seconds East, along said north line, a distance of 68.10 feet to the west line of the East 253.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, along said west line a distance of 15.00 feet to the north line of the South 208.00 feet of the North 223.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence North 89 degrees 41 minutes 07 seconds East, along said north line, a distance of 208.01 feet to the west line of the East 45.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said west line a distance of 15.00 feet to said north line of the South Half of the South Half of the East Half of the Northeast Quarter; thence North 89 degrees 41 minutes 07 seconds East, along said north line a distance of 45.00 feet to the east line of said East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said east line a distance of 353.93 feet to the point of beginning.

Area: 2.68 acres

DEVELOPMENT CONTRACT
FOR PLAT OF
SETTLERS RIDGE NORTH

INDEX TO CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT

RECITALS

ARTICLE 1 - DEFINITIONS

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- 1.4 Plat
- 1.5 Development Plans
- 1.6 Development Contract
- 1.7 Council
- 1.8 PWD
- 1.9 Director of PWD
- 1.10 County
- 1.11 Other Regulatory Agencies
- 1.12 Utility Companies
- 1.13 Prior Easement Holders
- 1.14 Developer Improvements
- 1.15 City Improvements
- 1.16 Developer Public Improvements
- 1.17 Developer Default
- 1.18 Force Majeure

1.19 Developer Warranties

- A. Authority
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CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR PLAT OF SETTLERS RIDGE NORTH

THIS DEVELOPMENT CONTRACT is made and entered into on the 24th day of February, 2020, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

WHEREAS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS associated with the PLAT;

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of streets, public utilities (sewer and water), storm sewer pipes, infiltration basins, water quality pre-treatment facilities, raingardens, regional basins and other facilities; and

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

1. That the DEVELOPER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit or cash deposit, in the amount and with conditions satisfactory to the CITY, providing for the actual construction and installation of such improvements within the period specified by the CITY.

WHEREAS, the DEVELOPER has filed four (4) complete sets of the DEVELOPMENT PLANS with the CITY and provided an electronic plan set compatible with the CITY's AUTOCAD and GIS systems (See Section 8.6 (12));

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted to and approved by the DIRECTOR OF PWD and COUNCIL.

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

ARTICLE 1
DEFINITIONS

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

1.2 **CITY.** "CITY" means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 **DEVELOPER.** "DEVELOPER" means U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 **PLAT.** "PLAT" means the plat of Settlers Ridge North, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

1.5 **DEVELOPMENT PLANS.** "DEVELOPMENT PLANS" means all the plans, drawings, specifications and surveys identified and checked on the attached Exhibit B, and hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.6 **DEVELOPMENT CONTRACT.** "DEVELOPMENT CONTRACT" means this contract by and among the CITY and DEVELOPER.

1.7 **COUNCIL.** "COUNCIL" means the Council of the City of Inver Grove Heights.

1.8 **PWD.** "PWD" means the Public Works Department of the City of Inver Grove Heights.

1.9 **DIRECTOR OF PWD.** "DIRECTOR OF PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his delegates.

1.10 **COUNTY.** "COUNTY" means Dakota County, Minnesota.

1.11 **OTHER REGULATORY AGENCIES.** "OTHER REGULATORY AGENCIES" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Water Management Organization

- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.12 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

- a.) utility companies, including electric, gas and cable;
- b.) pipeline companies.

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

1.14 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibit C.

1.15 CITY IMPROVEMENTS. "CITY IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit D.

1.16 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

1.17 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) subject to Force Majeure (as defined in Section 1.18), failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.
- c.) subject to Force Majeure (as defined in Section 1.18), failure by the DEVELOPER to observe or perform any covenant, condition, obligation or

agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;

d.) breach of the DEVELOPER WARRANTIES.

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

1.19 DEVELOPER WARRANTIES. "DEVELOPER WARRANTIES" means that the DEVELOPER hereby warrants and represents the following:

- A. AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- D. CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- E. NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with

respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.
- All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.
- The warranty period for street, water main, sanitary sewer, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.
- I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.
- J. **FEE TITLE.** DEVELOPER owns fee title to the property within the PLAT.
- 1.20 **CITY WARRANTIES.** "CITY WARRANTIES" means that the CITY hereby

warrants and represents as follows:

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

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

If to CITY:	City of Inver Grove Heights Attention: City Administrator Inver Grove Heights City Hall 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to DEVELOPER:	U.S. Home Corporation c/o Lennar Attention: Jonathon Aune 16305 – 36 th Avenue N, Suite 600 Plymouth, MN 55446

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

ARTICLE 2 **PLAT APPROVAL**

2.1. PLAT APPROVAL. Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 PLAT DENSITY. The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the approved zoning.

2.3 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT

CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3

CITY IMPROVEMENTS

3.1 CITY IMPROVEMENTS. The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT except as stated on Exhibit D.

ARTICLE 4

DEVELOPER IMPROVEMENTS

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the City Engineer Memo's on file with the CITY Engineer (referenced in Exhibit B of this DEVELOPMENT CONTRACT). The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

The DEVELOPER IMPROVEMENTS shall be completed by the respective dates shown on Exhibit C, except for delays due to FORCE MAJEURE and, otherwise, as completion dates are extended by subsequent written action of the DIRECTOR OF PWD. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

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

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in Exhibit C, the CITY may declare the DEVELOPER in default pursuant to Article 13.

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

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

DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future land owners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled "Protected Area" at the cost of DEVELOPER (See Exhibit E, Section 17).

4.6 EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 13. The DEVELOPER shall be financially responsible for payment for this extra work.

DEVELOPER shall also comply with the erosion control requirements referenced in Section 10 of Exhibit E.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution requirements as defined in the City Code by meeting the obligation stated in Exhibit E.

ARTICLE 6

OTHER PERMITS

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

ARTICLE 7

OTHER DEVELOPMENT REQUIREMENTS

7.1 MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit E.

ARTICLE 8

DEVELOPER PUBLIC IMPROVEMENTS

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the DEVELOPER to design, construct or install any DEVELOPER PUBLIC IMPROVEMENTS must be approved in writing by the DIRECTOR OF PWD, which approval shall not be unreasonably withheld, delayed or conditioned.

8.2 CONSTRUCTION. The construction, installation, materials and equipment related to DEVELOPER PUBLIC IMPROVEMENTS shall be in accord with the DEVELOPMENT PLANS. The DEVELOPER shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The DEVELOPER shall notify the CITY in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any DEVELOPER PUBLIC IMPROVEMENTS.

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the

improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 14 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.20 and 10.1 and except as provided in the following agreements:

- Storm Water Facilities Maintenance Agreement
- Natural Area/Open Space Easement Agreement
- Street Light Agreement
- Retaining Wall Maintenance Agreement
- Irrigation Facilities Maintenance Agreement

If The Developer Public Improvements do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 13.

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

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and invert elevations on all manholes and catch basins.
6. Apron invert elevations on all flared end structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
11. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
12. Final as-built information shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
13. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.

14. GPS coordinates on all stormwater facilities and related appurtenances such as valves.
15. Final as-built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the CITY which will specify all features and critical attributes required. All features submitted must be located within $\pm 0.5'$ horizontal and be topologically correct on the Dakota County coordinates system. All features and critical attributes must be complete and consistent with submitted as-built plans. The as-built submittal must follow the geodatabase template provided by the CITY for acceptance.

ARTICLE 9

RESPONSIBILITY FOR COSTS

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

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

To keep track of expenses the DEVELOPER from time to time may request that the CITY provide an update on the current status of expenses. The CITY shall use reasonable efforts to respond to the DEVELOPER's requests and inquiries in this regard and provide a list of expenses that have been incurred for the time period ending 30 days prior to the DEVELOPER's request.

9.3 ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including reasonable engineering and reasonable attorneys' fees.

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

ARTICLE 10
DEVELOPER WARRANTIES

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby makes and states the DEVELOPER WARRANTIES.

ARTICLE 11
CITY WARRANTIES

11.1 STATEMENT OF CITY WARRANTIES. The CITY hereby makes and states the CITY WARRANTIES.

ARTICLE 12
INDEMNIFICATION OF CITY

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

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

the DEVELOPER IMPROVEMENTS;

- i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;
- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

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

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

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

ARTICLE 13 **CITY REMEDIES UPON DEVELOPER DEFAULT**

13.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the

DEVELOPER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other reasonable time, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 14 or Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

13.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the

DEVELOPMENT CONTRACT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

13.4 EMERGENCY. Notwithstanding the requirement contained in Section 13.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 13.1 hereof relating to giving the DEVELOPER a thirty (30)day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DWP, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 14 **ESCROW DEPOSIT**

14.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the DEVELOPER shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in Exhibit F.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached Exhibit F. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2023. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of not earlier than December 31, 2023, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the

DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2023.

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

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 14.2 from time to time as financial obligations are paid.

14.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.19(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom which letter of credit or cash deposit may be issued either in the name of the DEVELOPER or its general contractor. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 15 **MISCELLANEOUS**

15.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be

considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS, if the DEVELOPER fails to complete the DEVELOPER IMPROVEMENTS.

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

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

15.4 VALIDITY. If any portion, section, subsection, sentence, clause, section or phrase of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

15.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording. The CITY shall provide to DEVELOPER, upon written request therefore, releases of lots within the PLAT from the lien of this DEVELOPMENT CONTRACT as to lots for which the CITY has issued occupancy permits to or for the third party home purchasers.

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

15.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

15.8 AMENDMENT AND WAIVER. The parties hereto may by mutual written

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

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

15.10 COUNTERPARTS. This DEVELOPMENT CONTRACT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

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

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

CITY hereby grants to DEVELOPER, its agents, employees, officers, and contractors a license to enter Outlots B and E, Settlers Ridge North to perform construction of DEVELOPER IMPROVEMENTS pursuant to this DEVELOPMENT CONTRACT.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of February, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPER
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Division Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Division Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**After Recording, Please Return This
Instrument To:**

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A

LEGAL DESCRIPTION
OF PLAT OF SETTLERS RIDGE NORTH

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

Lots 1 through 3, Block 1, Settlers Ridge North, Dakota County, Minnesota

Lots 1 through 22, Block 2, Settlers Ridge North, Dakota County, Minnesota

Outlots A, B, C, D and E, Settlers Ridge North, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County
Recorder, State of Minnesota.

EXHIBIT B

LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Streets (Sheets 1 through 20)	1-6-2020**	Westwood
Micro Drainage Map	1-6-2020**	Westwood
Water Reuse & BMP Exhibit	2-13-2020	Westwood
Construction Plans for Grading, Drainage and Erosion Control (Sheets 1 through 10)	1-6-2020**	Westwood
Overall Final Landscape Plan	1-17-2020**	Westwood
Final Landscape Plan (South)	1-17-2020**	Westwood
Final Landscape Plan (North)	1-17-2020**	Westwood
Landscape Notes and Details	1-17-2020**	Westwood

**The above-listed Development Plans were last revised on February 14, 2020. The set of Development Plans dated February ___, 2020 are the final, approved Development Plans.

The above-listed Development Plans were approved by the City Engineer on February ___, 2020.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Settlers Ridge North (the "City Engineer Memos"):

1. City Engineer review letter dated May 15, 2019.
2. Memo to City Planner from City Engineer Tom Kaldunski dated October 24, 2019;

3. Memo to City Planner from City Engineer Tom Kaldunski dated January 15, 2020 and revised January 16, 2020;
4. Memo to City Planner from City Engineer Tom Kaldunski dated January 15, 2020 and revised February 14, 2020;
5. MnDOT letter/e-mail correspondences dated May 10, 2019, December 20, 2019 and February 14, 2020.
6. Letter to City Engineer from EOR regarding stormwater management review dated February 14, 2020.
7. Dakota County Surveyors office comments on PLAT.
8. EOR memo to City Engineer dated February 4, 2020.
9. EOR review letter dated October 24, 2019.

The City Engineer Memos are on file with the City.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit or December 1, 2020 whichever occurs first	general site grading, drainage and erosion control
**Note: grading of the embankment for the regional basins and related appurtenances on Outlots C and E, Settlers Ridge North shall be completed within the first two weeks of grading activity or by June 1, 2020, whichever occurs first.		
X PUBLIC	prior to obtaining a building permit or December 1, 2020, whichever occurs first	utilities (sanitary sewer and water lateral and trunk lines)
X	prior to obtaining a building permit or December 1, 2020, whichever occurs first	sanitary sewer and water service lines
X PUBLIC	prior to obtaining a building permit or December 1, 2020, whichever occurs first	gravel base for streets
X PUBLIC	prior to obtaining a building permit or December 1, 2020, whichever occurs first	base bituminous course for streets and street lights
X	prior to obtaining a building permit or December 1, 2020, whichever occurs first	Storm Water Facilities constructed to a functional level approved by the City Engineer

X	prior to obtaining a certificate of occupancy or December 1, 2021, whichever occurs first	Storm Water Facilities completed
X PUBLIC	prior to obtaining a certificate of occupancy or December 1, 2021, whichever occurs first	Final completion of Public (City) Storm Water Facilities
X PUBLIC	prior to obtaining a certificate of occupancy or December 1, 2020, whichever occurs first	Retaining walls
X	prior to issuing certificate of occupancy for the individual subject lot	lot landscaping **
X PUBLIC	See Section 4.4	street signage
X PUBLIC	prior to obtaining a certificate of occupancy or December 1, 2021, whichever occurs first	final wear course of bituminous for City streets
X PUBLIC	prior to obtaining a certificate of occupancy or December 1, 2021, whichever occurs first	sidewalks

The CITY's Director of Public Works may extend the dates contained in this Exhibit C.

** Lot landscaping must be completed prior to issuance of a certificate of occupancy for the individual subject lot; provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy except landscaping have been met, then the CITY will issue a temporary certificate of occupancy and the DEVELOPER is required to complete the landscaping no later than the following June 15th.

EXHIBIT D
CITY IMPROVEMENTS

The CITY is not required to construct any CITY IMPROVEMENTS.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide cash deposit for the Engineering Escrow Amount provided in Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER must provide to the CITY the sealcoating payment of \$16,200 with regard to the street in the DEVELOPER IMPROVEMENTS as required under Section 7 of Exhibit E.
 - e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
 - f.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT. With respect to the Outlots, the title insurance policy must list the City as an insured and must specifically show that the DEVELOPER owns the Outlots in fee title and that such Outlots are not subject to any mortgage, lien or other encumbrance.
 - g.) DEVELOPER must execute and deliver the documents listed in Section 13 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - h.) DEVELOPER must pay the connection fees referenced in Section 6 of this Exhibit E.
 - i.) DEVELOPER has paid the NWA Environmental Studies Fee pursuant to City Code Section 10-3-8C; no further payment is needed to the CITY at this time.

- j.) DEVELOPER must pay \$2,500 for the computerized water model for drinking water system as referenced in Section 20 of this Exhibit E.
- k.) DEVELOPER must pay \$3,500 for storm water model updating by Barr Engineering as referenced in Section 21 of this Exhibit E.
- l.) DEVELOPER must pay the park dedication fee referenced in paragraph 5 of this Exhibit E.
- m.) DEVELOPER must pay \$171,900 for the tree preservation shortage pursuant to paragraph 24 of this Exhibit E.
- n.) DEVELOPER shall pay in cash deposit to the CITY the total sum of \$58,450 for the utility extension and street extension (\$30,417 for the utility extension and \$28,033 for the street extension for total of \$58,450) to compensate the CITY for utility and street extensions with respect to the segment of the utilities and street within the PLAT that will not be extended until a future date when the abutting property adjacent to the PLAT is developed. See paragraph 22 of this Exhibit E.
- o.) DEVELOPER shall pay the CITY a total of \$22,078 with respect to the sewer and water extension work performed by the CITY outlined in the Settlement Agreement between the parties dated May 5, 2018, which work was to have been performed by DEVELOPER.
- p.) DEVELOPER shall pay the amount of \$57,000 for the engineering review services provided by EOR per the proposal from EOR to the City dated February 19, 2020. The \$57,000 shall be by cash deposit to the CITY at the time of release of the PLAT to the DEVELOPER. This cash deposit is part of and included in the Engineering Escrow Amount referenced in Exhibit F.

2.) **BUILDING PERMITS FOR LOTS.** Prior to December 1, 2020, or prior to issuance of a building permit for any lot in the PLAT, whichever occurs first, the following conditions must be met in accordance with the DEVELOPMENT PLANS:

- a.) All the conditions in Section 1 of this Exhibit E have been met.
- b.) The PLAT is recorded with the Dakota County Recorder.
- c.) The DEVELOPMENT CONTRACT and all of the documents listed in Section 18 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
- d.) The Storm Water Facilities must be constructed to a functional level reasonably approved by the City Engineer.

- e.) General site, grading, drainage and erosion control must be completed.
 - f.) Utilities must be installed.
 - g.) Sanitary sewer and water service lines must be installed.
 - h.) Gravel base for the streets must be installed.
 - i.) The DEVELOPER must show evidence that the lots within the PLAT (except for the Outlots) have been added to the homeowner association documents required by Section 12 of this Exhibit E.
 - j.) Retaining walls shall be constructed.
 - k.) DEVELOPER shall have obtained the necessary MnDOT drainage permits and other required permits to begin construction.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to December 1, 2021, or prior to the issuance of any certificate of occupancy for any lot in the PLAT, whichever occurs first, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions listed in Sections 1 and 2 of this Exhibit E must be satisfied.
 - b.) Base course bituminous for the streets and the street lights must be installed.
 - c.) The Storm Water Facilities must be completed and approved by the City Engineer.
 - d.) Lot landscaping must be completed for the individual lot affected by the landscaping; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30th.
 - e.) The final wear course of bituminous for the streets must be installed; however, the final wear course of bituminous for the streets may be required to be installed earlier or later as approved by the City Engineer.
 - f.) The sidewalks must be constructed.
 - g.) The retaining walls must be constructed.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin

the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

- 5.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per lot amount of \$2,850, multiplied by the number of lots in the PLAT. There are 25 lots and as a result, the park contribution is \$71,250 (25 lots multiplied by \$2,850 per unit). The park contribution fee of \$71,250 must be paid before the CITY signs the PLAT.
- 6.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

DEVELOPER shall also pay the CITY the utility building permit connection fees consisting of a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee according to the formulas adopted by CITY ordinance.

The utility plat connection fees associated with the PLAT are as follows:

Northwest Area Fees		Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Connection Fees		\$58,426	\$33,798	\$190,960	\$283,184

The DEVELOPER and CITY understand and agree that the plat connection fees are payable at the time the CITY executes the PLAT.

Section 6 of this Exhibit E only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees are:

- M.C.E.S. SAC Unit Fee
- Sewer connection fee
- Sewer core connection fee

- Water connection fee
- Water treatment plant fee
- Water core connection fee

The DEVELOPER understands and agrees that the DEVELOPER is responsible to pay the CITY for the per lot building permit connection fees at the time of building permit. Payment shall be made on a per lot basis as a building permit is obtained for each lot.

The parties understand and agree that the above-stated Northwest Area Building Permit Connection Fees associated with the building permits for sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee payable at the time of building permits will be calculated at the time of the building permits based on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

- 7.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement within the PLAT to protect and enhance the lifespan of the streets. The sealcoating will be completed by the CITY approximately three (3) years after the installation of the final wear course of bituminous pavement. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of \$16,200 for the work.

The amount of \$16,200 is due and payable by the DEVELOPER to the CITY at the time the PLAT is executed by the CITY. The CITY will complete the work associated with the sealcoating approximately three (3) years after the installation of the final wear course of bituminous pavement. The DEVELOPER agrees that the sealcoating benefits the PLAT.

- 8.) **TREE PRESERVATION.** All tree preservation requirements and conditions in connection with the PLAT imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER. Also see paragraph 24 of this Exhibit E.

- 9.) **STREET LIGHTING.** DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights will be determined by the local electric company. DEVELOPER shall enter into a Street Light Agreement for the PLAT.

DEVELOPER shall pay for the energy costs for all the street lights in the PLAT through the date of December 31, 2024. Thereafter, the energy costs for the street lights shall be paid by the owners of the buildable lots within the PLAT.

- 10.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction of residences on the lots within the PLAT shall comply with the following (Erosion Control Forms):

- a. Erosion Control for Residential Lots dated February 2015 and identified as Plate No. EC-01;
- b. Silt Fence dated April 2011 and identified as Plate No. EC-02;
- c. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
- d. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
- e. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.

The Erosion Control Forms are on file with the CITY. The DEVELOPER must make the builder aware of the above identified Erosion Control Forms and must provide a copy of the above-described Erosion Control Forms to the builder. The builder must execute the Notice of Erosion Control Requirement for Construction (on file with the CITY) when a building permit is obtained.

- 11.) **CONVEYANCE OF OUTLOTS:** At the time the PLAT is recorded, the DEVELOPER shall convey or cause to be conveyed to the CITY the following Outlots:

- Outlots B and E, Settlers Ridge North.

Conveyance of the Outlots shall be by Warranty Deed. Outlots B and E, Settlers Ridge North shall be free and clear of any mortgages and liens. Developer shall pay the real estate taxes for such Outlots for the year in which the Outlots are conveyed to the CITY.

- 12.) **HOMEOWNERS ASSOCIATION.** A condition of approval of building permit is that the DEVELOPER add all of the lots within the PLAT to the Settler's Ridge Single Family Homeowners Association, except for Outlots B and E, which will be conveyed to and owned by the CITY and except for Outlot C, Settlers Ridge North, which will be retained by the DEVELOPER for future re-platting. The documents prepared by the DEVELOPER in connection with the addition of the lots within the plat of Settlers Ridge North to the Settler's Ridge Single Family Homeowners Association must be approved by the CITY prior to the issuance of a building permit for any home in the PLAT, which approval shall not unreasonably be withheld, delayed or conditioned.

- 13.) **AGREEMENTS.** The DEVELOPER must comply with the following requirements and execute the agreements set forth below:

- a. DEVELOPER must execute this DEVELOPMENT CONTRACT for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- b. By Warranty Deed, DEVELOPER must convey Outlots B and E, Settlers Ridge North to the CITY at the time the PLAT is recorded.
- c. DEVELOPER must execute a Storm Water Facilities Maintenance Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- d. DEVELOPER must execute an Acknowledgment of Planned Unit Development Zoning.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- e. DEVELOPER must execute a Street Light Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- f. DEVELOPER must obtain approval from the CITY and must add the lots within the PLAT to the recorded homeowner association documents referenced in Section 12 of this Exhibit E.

- g. DEVELOPER must execute a Natural Area/Open Space Easement Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded before the recording of the Warranty Deed conveying Outlots B and E, Settlers Ridge North to the City.

- h. DEVELOPER must execute the following Warranty Deed conveying to the CITY all rights of vehicular access, including ingress and egress as follows:

- To and from 65th Street West from and to:
 - Lots 19-22, Block 2, Settlers Ridge North, Dakota County, Minnesota.
 - Lot 3, Block 1, Settlers Ridge North, Dakota County, Minnesota.

The above-listed deed must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- i. DEVELOPER must execute the following Warranty Deed conveying to the CITY all rights of vehicular access, including ingress and egress as follows:

- To and from State Highway No. 3 (Robert Trail South) from and to:
 - Outlot C, Settlers Ridge North, Dakota County, Minnesota.

The above-listed deed must be executed at the time the PLAT is recorded and must

be recorded with the PLAT.

- j. DEVELOPER must execute three (3) separate Restrictive Use Easement Agreements for the following lots within the PLAT:

- Lot 3, Block 1, Settlers Ridge North
- Lot 1, Block 2, Settlers Ridge North
- Lot 22, Block 2, Settlers Ridge North

The above-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- k. DEVELOPER must execute a Retaining Wall Maintenance Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- l. DEVELOPER must execute an Irrigation Maintenance Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- m. DEVELOPER must execute a Permanent Sidewalk Easement Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- n. DEVELOPER must obtain approval from the CITY and must record the homeowner association documents referenced in this Exhibit E.

The agreements and documents listed in this Section 13 (a) through (n), inclusive, must be recorded prior to any mortgage relating to any lots in the PLAT.

- 14.) **RAINGARDENS.** DEVELOPER is constructing raingardens in Block 2, Settlers Ridge North. With respect to the raingarden lots in Block 2, Settlers Ridge North, the raingardens on such lots must be completed before the last certificate of occupancy is issued by the CITY for those raingarden lots in Block 2.

- 15.) **MONUMENT AT ENTRYWAY.** DEVELOPER is constructing a monument and associated landscaping at the entryway to the PLAT. The monument and associated landscaping will be located within the right-of-way with the CITY granting a permit to the DEVELOPER with the responsibilities for maintenance outlined in the permit. The

Homeowners Association will maintain the monument and associated landscaping. If the Homeowners Association fails to maintain the monument and associated landscaping per the terms of the permit issued by the CITY, then the CITY may revoke the permit and the Homeowners Association at its cost shall remove the monument and associated landscaping as directed by the CITY. The monument and associated landscaping shall not adversely impact the sight triangles. DEVELOPER shall follow the CITY height restrictions.

- 16.) **MODEL HOMES / SALES HOMES.** The DEVELOPER intends to construct model homes on certain lots within the PLAT. The lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes by the public, the DEVELOPER shall install a gravel drive for access to the lots and the gravel drive shall be inspected and approved by the CITY Fire Marshall. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.
- 17.) **OUTLOT MARKER POSTS.** DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future land owners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled "Protected Area" at the cost of DEVELOPER.
- 18.) **CONSENT REQUIREMENTS.** DEVELOPER agrees that the following elements of the Planned Unit Development within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Natural Area/Open Space	City Council

- 19.) **DEDICATION OF RIGHT OF ACCESS TO MNDOT.** DEVELOPER shall dedicate right of access to MNDOT to and from T.H. 3 (South Robert Trail) from and to Outlot C, Settlers Ridge North.
- 20.) **WATER MODELING.** As a result of the PLAT, the CITY incurred the expense of a computerized water model for drinking water system. At the time the PLAT is signed, the DEVELOPER shall pay the CITY an amount not to exceed \$2,500 (to reimburse the CITY for this expense.
- 21.) **STORM WATER MODEL UPDATING.** As a result of the PLAT, the CITY incurred the expense of a storm water model updating by Barr Engineering. At the time the PLAT is

signed, the DEVELOPER shall pay the CITY the sum of \$3,500 to reimburse the CITY for this expense.

- 22.) **PAYMENT FOR UTILITY AND STREET EXTENSION.** There is a street within the PLAT identified as Agate Trail that abuts property being platted as Outlot C, Settlers Ridge North which Outlot is not being developed with the plat of Settlers Ridge North. The DEVELOPER has to leave unbuilt a portion of the utilities and street adjoining Outlot C, Settlers Ridge North. The CITY wants to assure that this portion of Agate Trail is either built or that the CITY has funds available to build this segment if and when Outlot C, Settlers Ridge North is platted and developed.

At the time the PLAT is released to DEVELOPER for recording, DEVELOPER shall pay in cash deposit to the CITY the sum of \$58,450 for the utility extension and street extension of Agate Trail to compensate the CITY for the utility and street extension that will not be extended until a future date when Outlot C, Settlers Ridge North is developed.

With regard to the cash deposit, no interest shall be paid by the CITY. If the utilities and street are extended to Outlot C, Settlers Ridge North at the time the utilities and street are installed, then after completion of the utility and street extensions and acceptance of the improvements by the CITY, the cash deposit relating to the utility and street extensions that is completed shall be paid to the DEVELOPER. On the other hand, if the utility and street extensions are not made, the CITY shall keep the cash deposit and the CITY will then at a later date complete the utility and street extensions. The DEVELOPER has no claim to the cash deposit that is kept by the CITY.

- 23.) **PEDESTRIAN TRAILS.** There are no pedestrian trails being constructed with the PLAT.
- 24.) **TREE REPLACEMENT SHORTAGE.** The DEVELOPER'S tree preservation plan is short 578 trees. CITY has calculated a total fee based on the average price per tree provided by the DEVELOPER. The average price per tree is \$300 per tree for 578 trees for a total of \$171,900. Based on the CITY's calculation, DEVELOPER owes the CITY \$171,900 at the time the PLAT is released. In order to comply with tree preservation requirements, DEVELOPER must pay the CITY \$171,900 at the time the CITY executes the PLAT and the PLAT is then released for recording. DEVELOPER must also comply with the tree replacement that is shown in the tree preservation plan.
- 25.) **WATERMAIN TRUNK MODIFICATION IN AGATE TRAIL.** The CITY has required that the water system in the PLAT be increased from an 6 inch main to a 8 inch trunk water main. There is no reimbursement for the upsizing from 6 inches to 8 inches; this is a requirement of the CITY with respect to the DEVELOPMENT PLANS approval.

The CITY has recommended that the water system in the PLAT be increased from an 8 inch main to a 12 inch trunk water main.

With respect to that portion of the watermain within Agate Trail, if DEVELOPER upsizes the 8 inch main to a 12 inch trunk water main, then the CITY will reimburse the DEVELOPER the actual costs for the 12 inch trunk watermain oversizing. The City will pay for such costs within 30 days after the actual costs have been determined and the City has approved and accepted the 12 inch trunk watermain installation by the DEVELOPER. As an alternative to reimbursement, the CITY may issue a credit to the DEVELOPER against the amount the DEVELOPER owes for watermain plat connection fees.

- 26.) **RETAINING WALL REQUIREMENTS.** Prior to the CITY issuing a building permit for any individual lot in the PLAT, all retaining wall permits must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the PLAT that is to have a retaining wall, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the CITY.

The Retaining Wall Maintenance Agreement for the PLAT shall contain the same requirement.

- 27.) **LIFT STATION AND DECOMMISSIONING.** At the time Outlot C, Settlers Ridge North is re-platted, DEVELOPER, at its expense, is constructing a public sanitary sewer lift station and public sanitary sewer force main as part of the developer improvements. The sanitary sewer lift station and force main will serve the future lots within the re-plat of Outlot C, Settlers Ridge North. At some time in the future, it is expected that the CITY will construct public sanitary sewer pipes to connect the sewer pipes from the plat of Settlers Ridge North and the re-plat of Outlot C, Settlers Ridge North to a gravity sanitary sewer along 65th Street; at that time, the probability is that the CITY will abandon the lift station that services the plat of Settlers Ridge North and the re-plat of Outlot C, Settlers Ridge North and will abandon the force main being constructed as part of the lift station system. To defray the future cost of abandoning the lift station and the force main, DEVELOPER, at the time of re-platting Outlot C, Settlers Ridge North, shall pay to the CITY the sum of \$47,100 (per the estimate from Bolton & Menk dated January 31, 2020); this amount is not refundable or reimbursable; this amount shall be kept by the CITY to assist with the cost of paying for the removal of the lift station and force main and the connection to the gravity flow system.

EXHIBIT F
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$1,935,351
2.)	Sanitary Sewer	\$155,971
3.)	Watermain	\$87,650
4.)	Storm Sewer (piping)	\$280,729
5.)	Storm Water Facilities (raingardens, infiltration basins, NURP ponds, regional basin, Water-reuse system/irrigation)	\$245,462
6.)	Street Construction (and sidewalk)	\$230,245
7.)	Signs	\$3,095
7.)	Street Lights	\$23,750
8.)	Construction debris clean up	\$10,000
9.)	Certified As-Builts	\$10,000
10.)	Landscaping	\$25,000

SUBTOTAL **\$3,007,253**

Multiplied by **1.25**

TOTAL ESCROW: **\$3,759,066**

EXHIBIT F
ESCROW CALCULATION
(Continued)

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

- | | |
|------------------|---|
| • \$52,500 | City fees for inspection and engineering services (25 lots x \$2,100 per lot) |
| • \$2,500 | Water model charges |
| • \$3,500 | Storm water model update |
| • \$57,000 | EOR preliminary PUD review, final PUD review and final plan review |
| • \$6,500 | Bolton & Menk preliminary PUD review |
| \$122,000 | TOTAL (DEVELOPER responsibility) |

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

Subject to the following section, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

Out of this Engineering Escrow Amount, the sum of \$50,000 shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and plat landscaping on the PLAT in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

- a.) all of the lawn or vegetative cover has been established to the reasonable satisfaction of the City with respect to the Stormwater Facilities in the PLAT.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$122,000 referenced above, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

The City is not required to pay any interest on the Engineering Escrow Amount.

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR THE PLAT OF SETTLERS RIDGE NORTH
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 24th day of February, 2020, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and U.S. Home Corporation, a Delaware corporation (hereafter referred to as “Landowner”) and Settler’s Ridge Single Family Homeowners Association, a Minnesota non-profit corporation (hereafter referred to as “Association”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

1.3 Landowner. Landowner means U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 Association. Association means Settler’s Ridge Single Family Homeowners Association, a Minnesota non-profit corporation and its successors and assigns.

1.5 Storm Water Facilities. Storm Water Facilities means each and all of the following, individually and collectively located on the Storm Water Facilities Lots:

The raingardens lying within the Raingarden Lots within the plat of Settlers Ridge North, Dakota County, Minnesota;

AND

The pre-treatment basins (NURP ponds) lying within Outlots A and D, Settlers Ridge North, Dakota County, Minnesota, and the inlet and outlet pipes;

AND

The two infiltration basins lying within Outlot A, Settlers Ridge North, Dakota County, Minnesota, and the inlet and outlet pipes;

AND

The infiltration basin lying within Outlot D, Settlers Ridge North, Dakota County, Minnesota, and the inlet and outlet pipes;

AND

Any raingarden or infiltration basin or pre-treatment basin (NURP pond) located on any buildable lot or outlot in any re-plat of Outlot C, Settlers Ridge North, and the inlet and outlet pipes;

AND

The stormwater pipe that runs to and from the pre-treatment basin (NURP pond) on Outlot D, Settlers Ridge North, to the regional basin on Outlot E, Settlers Ridge North.

1.6 Responsible Party. Responsible Party means the following:

- a. From the date hereof through December 31, 2021, the Responsible Party is Landowner and its successors and assigns.
- b. From and after January 1, 2022, the Responsible Party is the Association and its successors and assigns.

1.7 Residential Lots. Residential Lots means individually and collectively all of the lots described on the attached **Exhibit A**.

1.8 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.9 Raingarden Lots. Raingarden Lots means the following lots within the plat of Settlers Ridge North on which the Storm Water Facilities exist:

- a. Raingarden on Lots 2, 6 and 7, Block 2, Settlers Ridge North;
- b. Raingarden on Lot 8, Block 2, Settlers Ridge North;
- c. Raingarden on Lots 18 and 19, Block 2, Settlers Ridge North;
- d. Raingardens located on Outlot C, Settlers Ridge North.

1.10 Raingarden Lot Owners. Raingarden Lot Owners means the fee title owners of the Raingarden Lots, except for the owner of Outlots B and E, Settlers Ridge North. The City owns Outlots B and E, Settlers Ridge North.

1.11 Stormwater Facility Plan. “Stormwater Facility Plan” means collectively the _____ prepared by Westwood dated _____, 2020 with revisions dated February ____, 2020, and approved by the City Engineer on February ____, 2020; which includes the “Exhibit B Final Operations and Maintenance Plan” approved by the City Engineer and any amendments relating thereto approved by the City.

The Storm Water Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

1.12 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Stormwater Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.13 Development Contract. “Development Contract” means that certain contract between Landowner and City dated February 24, 2020.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Residential Lots, including the Raingarden Lots, except for Outlots B and E, Settlers Ridge North. The City owns Outlots B and E, Settlers Ridge North. Landowner owns Outlot C, Settlers Ridge North. Any buildable lots in any re-plat of Outlot C, Settlers Ridge North shall be considered Residential Lots for purposes of this Agreement.

Recital No. 2. The Storm Water Facilities benefit and will serve the Residential Lots. When Outlot C, Settlers Ridge North is re-platted, the buildable lots within the re-plat will be subject to the covenants, obligations, restrictions and easements that govern the Association and the fee owners of such buildable lots within the re-plat of Outlot C, Settlers Ridge North will be members of the Association.

Recital No. 3. Landowner will be conveying or caused to be conveyed Outlots B and E, Settlers Ridge North to the City.

Recital No. 4. The City is willing to allow the plat of Settlers Ridge North to be recorded if Landowner complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Landowner, and if Landowner and the Association execute this Storm Water Facilities Maintenance Agreement.

Recital No. 5. The Residential Owners will be members of the Association.

Recital No. 6. By this Agreement the parties seek to:

- a.) impose upon the Responsible Party the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Residential Lots any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Party fails to perform its obligations to maintain the Storm Water Facilities.

Recital No. 7. Because Landowner currently owns all the Residential Lots, Landowner is currently the only Residential Owner. Because Landowner currently owns all the Raingarden Lots, Landowner is currently the only Raingarden Lot Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Stormwater Facilities. Landowner agrees that the Stormwater Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City pursuant to the Development Contract.

3.2 Maintenance of Stormwater Facilities. Responsible Party is obligated at its expense to perpetually maintain the Stormwater Facilities in accordance with the Standard of Maintenance set forth in Section 3.4 hereof. The Responsible Party shall not modify, alter, remove, eliminate or obstruct the Stormwater Facilities for as long as the Stormwater Facilities exist. The Responsible Party shall not modify, alter, remove, eliminate or obstruct the Stormwater Facilities without the advance written consent of the City. The Responsible Party shall also ensure that the Stormwater Facilities always remain in compliance with the Stormwater Facility Plan. The responsibility of the Responsible Party for maintaining the Stormwater Facilities exists even though the event or omission which caused the need for maintenance of the Stormwater Facilities may arise on property outside of the plat of Settlers Ridge North.

3.3 Maintenance of Regional Basins, Infiltration Basin and Gate Valve by City. Responsible Party is not obligated to maintain the following regional basins within the Plat of Settlers Ridge North:

- a. Regional Basin EP012A located within Outlot E, Settlers Ridge North;
- b. The existing triangular infiltration basin located within the southeast corner of Outlot E, Settlers Ridge North constructed as part of City Project No. 2017-24;
- c. Regional Basin located within Outlot B, Settlers Ridge North.

The City is obligated to maintain the regional basins and infiltration basin identified above in this Section 3.3.

Responsible Party is not obligated to maintain the gate valve located in Outlot E, Settlers Ridge North. The City is obligated to maintain the gate valve located in Outlot E, Settlers Ridge North per the standards and requirements set forth in the correspondence to the City from MnDOT dated December 20, 2019, and per the restrictions that the gate valve in regional basin EP012A shall remain closed unless an emergency situation exists or unless there is anticipation of an emergency overflow event or unless there is a need for routine maintenance or unless the landowner to the east requests that the gate valve be opened or unless holders of stormwater pond easements to the east request that the gate valve be opened.

3.4 Standard of Maintenance. The Responsible Party must meet the Standard of Maintenance set forth in this Section 3.4.

The Standard of Maintenance shall comply with all of the following:

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the plat of Settlers Ridge North is located.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:
 - i. The Responsible Party shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii. Responsible Party must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Party must operate and maintain Long Term Best Management Practices for the Stormwater Facilities attached hereto as **Exhibit B**. The Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Party and the successors and assigns thereof shall be responsible

for following the Operations & Maintenance Plan. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- iii. The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Party;
 - d. As built plans of the Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

If the Stormwater Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

On December 31 of each year, the Responsible Party shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Party under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.5 Notice of Non-Compliance with Section 3.2 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Party has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Party of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Party will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Party to cure the default, in which case the Responsible Party shall be given a reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Party has commenced a suitable cure within the initial thirty (30) days.

Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Party to comply with the Standard of Maintenance, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Party without giving any notice to the Responsible Party Maintenance. If the City performs emergency service work, the Responsible Party and the City shall follow those procedures set forth in Sections 3.6 and 3.7 with respect to the billing, collection and/or tax certification of such costs.

3.6 Payment of Costs Incurred by City. If the Responsible Party fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Stormwater Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Party.

The amount of costs charged by the City to the Responsible Party shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Party shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.6 by the Responsible Party, the City may certify to Dakota County the amounts due as payable for the Residential Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The amount due shall be allocated equally among the Residential Lots. The Responsible Party and the Residential Owners waive any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party, the City, without notice and without hearing, may specially assess the Residential Lots for the costs and expenses incurred by the City. The Responsible Party and the Residential Owners hereby waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Responsible Party and Residential Owners waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Responsible Party and Residential Owners acknowledge that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Residential Lots.

3.8 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Party agrees that its obligations relating to maintenance of the Stormwater Facilities exist notwithstanding the fact that the Stormwater Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Party a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Stormwater Facilities for the duration of the performance of the maintenance.

Landowner and Association hereby grant to the City a temporary right and license to access and enter the lands on which the Storm Water Facilities exist for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

The Residential Owners and the Raingarden Lot Owners hereby grant to the Association and to the City a temporary right and license to access and enter the Raingarden Lots for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

The City hereby grants to the Association a temporary right and license to access and enter Outlots _____, Settlers Ridge North for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.9 Indemnification of City. Responsible Party shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) failure by the Responsible Party to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement and failure to cure the same within any applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or material men;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Stormwater Facilities; and
- d.) any act or negligence of the Responsible Party, its agents, employees or contractors in connection with construction of the Stormwater Facilities.

3.10 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4
CITY'S COVENANTS

4.1 Approval of Development Plans. The City agrees that if Landowner and Association execute this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract between Landowner and City are met, the City will approve the Development Plans as defined in the Development Contract for the plat of Settlers Ridge North.

ARTICLE 5
MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Residential Lots, the Raingarden Lots and Outlot C, Settlers Ridge North, Dakota County, Minnesota and shall be binding upon the parties and the successors and assigns of the parties to this Agreement. This Agreement shall also be binding on and apply to any title, right and interest of Landowner in the Residential Lots acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

5.4 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 and the same instrument.

5.5 Consent. Landowner, City and Association consent to the recording of this Agreement.

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

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

If to Landowner: U.S. Home Corporation
c/o Lennar
Attention: Jonathon Aune
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

If to Association: Settler's Ridge Single Family Homeowners Association
Attention: Carole Toohey, President
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

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

ARTICLE 6
INCORPORATION OF BUILDABLE LOTS IN OUTLOT C,
SETTLERS RIDGE NORTH INTO ASSOCIATION

6.1 Incorporation of Buildable Lots in Outlot C, Settlers Ridge North into Association. Landowner, as the fee title owner of Outlot C, Settlers Ridge North, and the other parties hereto agree as follows:

1. Any infiltration basin, pre-treatment basin (NURP pond) or raingarden located on any buildable lot or outlot in any re-plat of Outlot C, Settlers Ridge North shall be deemed to be included within the definition of Storm Water Facilities.
2. Any buildable lot in any re-plat of Outlot C, Settlers Ridge North shall be deemed a Residential Lot.
3. When Outlot C, Settlers Ridge North is re-platted, the buildable lots within the re-plat shall become a part of the Association and the parties shall execute any necessary instruments to make the fee owners of such lots members of the Association and to subject the lots to the covenants, obligations, restrictions and easements that govern the Association.

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

IN WITNESS WHEREOF Landowner, Association and City have entered into this Stormwater Facilities Maintenance Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of February, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of February, 2020, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

**ASSOCIATION:
SETTLER'S RIDGE SINGLE FAMILY HOMEOWNERS ASSOCIATION**

By: _____
Carole Toohey
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of February, 2020, before me a Notary Public within and for said County, personally appeared Carole Toohey, to me personally known, who being by me duly sworn, did say that she is the President of Settler's Ridge Single Family Homeowners Association, a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Settler's Ridge Single Family Homeowners Association by authority of the Board of Directors of said non-profit corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**AFTER RECORDING PLEASE
RETURN TO:**

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as follows:

Lots 1 through 3, Block 1, Settlers Ridge North, Dakota County, Minnesota

Lots 1 through 22, Block 2, Settlers Ridge North, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

****Further, any buildable lots in any re-plat of Outlot C, Settlers Ridge North shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot C, Settlers Ridge North is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a health and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An Annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1-MAINTENANCEACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip.	As shown on SWMFA List
2. Sediment, trash and debris removal from bio-filtration basin and swale.	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity.	As shown on SWMFA List
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation.	As shown on SWMFA List
4. Mulch replacement.	Every 2 to 3 years or as needed to maintain 3" to 4" depth.	If applicable, add shredded hardwood mulch.	As shown on SWMFA List
5. Watering.	As needed.	Provide 1 inch of water when plants show signs of stress.	As shown on SWMFA List
6. Vegetation replacement and weeding.	Annually in spring and fall.	Replace dead vegetation and remove evasive or unwanted plants.	As shown on SWMFA List
7. Clean/fix structural components.	As needed per inspection.	Dependent on the type of damage; repair components per manufacturer's recommendations.	As shown on SWMFA List
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	As shown on SWMFA List

9. Emergency overflow system Regional Basin EA 011 to Regional Basin EP 025C	Annually	Remove trash and/or debris from swales and pipe inlets and outlets. Repair Erosion. Notify City if repairs needed to storm sewer system	As shown on SWMFA List
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EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
STRUCTURE ID:		INSPECTION DATE/TIME:		INSPECTOR(S):	
LOCATION:				POND ID:	
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	SPCD	OTHER
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE
CONDITION*	ACCEPTABLE		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED	
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
RIP RAP	PRESENT:		Y	N	
CONDITION**	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
ILLICIT DISCHARGE	DATE OF LAST RAINFALL EVENT:				
ODOR	Y	N	COMMENTS:		
COLOR	Y	N	COMMENTS:		
FLOATABLES IN DISCHARGES	Y	N	COMMENTS:		
STAINS/DEPOSITS IN STRUCT.	Y	N	COMMENTS:		
MAINTENANCE PERFORMED:					
SIGNED:				DATE:	

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

IRRIGATION FACILITIES MAINTENANCE AGREEMENT FOR
PLAT OF SETTLERS RIDGE NORTH
INVER GROVE HEIGHTS, MINNESOTA

THIS IRRIGATION FACILITIES MAINTENANCE AGREEMENT FOR PLAT OF SETTLERS RIDGE NORTH (Agreement) is made, entered into and effective this 24th day of February, 2020, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City), U.S. Home Corporation, a Delaware corporation (hereafter referred to as "Landowner") and Settler's Ridge Single Family Homeowners Association, a Minnesota non-profit corporation (hereafter referred to as Association). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

1.3 Landowner. Landowner means U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 Association. Association means Settler's Ridge Single Family Homeowners Association, a Minnesota non-profit corporation and its successors and assigns.

1.6 Irrigation Facilities. Irrigation Facilities means each and all of the following, individually and collectively:

- The water reuse system that will reuse water from the regional basin located on Outlot E, Settlers Ridge North and pump it into an irrigation system whereby

water will be dispersed over Outlot A, Settlers Ridge North and over portions of Outlot E, Settlers Ridge North.

- Irrigation Facilities, includes, but is not limited to the irrigation pumps, irrigation pipes, valves, control units, meters, electrical connections and other appurtenances with regard to the irrigation system.

1.7 Irrigation Facility Plan. “Irrigation Facility Plan” means that certain Water Reuse and BMP Exhibit prepared by Westwood and approved by the City Engineer. The Irrigation Facility Plan also includes all amendments to the plan approved by the City Engineer. The Irrigation Facility Plan will be on file with the City. The Irrigation Facility Plan also includes an Operations and Maintenance Plan.

1.8 Responsible Party. Responsible Party means, jointly and severally, each and all of the following:

- a. For the time period from the date of this Agreement to December 31, 2021, the Responsible Party means U.S. Home Corporation, a Delaware corporation, and its successors and assigns;

AND

- b. For the time period from and after January 1, 2022, the Responsible Party means, Settler’s Ridge Single Family Homeowners Association, a Minnesota non-profit corporation and its successors and assigns.

1.9 Residential Lots. Residential Lots means each and all of the following, individually and collectively:

All of the lots legally described and listed on the attached Exhibit B.

1.10 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.11 Irrigation Lots. Irrigation Lots means that real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached Exhibit A.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns all the Residential Lots (including any buildable lots in the re-plat of Outlot C, Settlers Ridge North). Any buildable lots in any re-plat of Outlot C, Settlers Ridge shall be considered Residential Lots for purposes of this Agreement.

Recital No. 2. When Outlot C, Settlers Ridge North is re-platted, the buildable lots within the re-plat will be subject to the covenants, obligations, restrictions and easements that govern the Association and the fee owners of such buildable lots within the re-plat of Outlot C, Settlers Ridge North will be members of the Association.

Recital No. 3. The Irrigation Facilities will be located on the Irrigation Lots. Landowner will construct the Irrigation Facilities pursuant to the Irrigation Facility Plan and after construction will transfer ownership of the Irrigation Facilities to the Association.

Recital No. 4. The Residential Owners are or will be members of the Association.

Recital No. 5. The Association and Landowner are benefitted by the Irrigation Facilities. The Irrigation Facilities will benefit the Residential Lots.

Recital No. 6. The City is willing to allow the plat of Settlers Ridge North to be recorded if Landowner complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Landowner and if Landowner and the Association execute this Agreement.

Recital No. 7. The Responsible Party will own, operate, maintain and manage the Irrigation Facilities pursuant to the Irrigation Facility Plan.

Recital No. 8. By this Agreement the parties seek to:

- a.) impose upon the Responsible Party the responsibility of maintaining the Irrigation Facilities; and
- b.) provide a mechanism where the City may charge-back to the Residential Lots any maintenance work that the City performs with respect to the Irrigation Facilities in the event the Responsible Party fails to perform its obligations to maintain the Irrigation Facilities.

Recital No. 9. The City owns Outlot E, Settlers Ridge North. The Landowner owns Outlot A, Settlers Ridge North and the Landowner will transfer Outlot A, Settlers Ridge North to the Association.

Recital No. 10. The Responsible Party owns the Irrigation Facilities.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Irrigation Facilities. Subject to receiving all state and county permits, Landowner agrees that the Irrigation Facilities shall be constructed and installed at the sole expense of Landowner.

The Responsible Party must obtain all county and state permits to construct and maintain the Irrigation Facilities.

3.2 Operation and Maintenance of Irrigation Facilities. The Responsible Party is obligated at its expense to perpetually own, operate and maintain the Irrigation Facilities.

The Responsible Party shall not modify, alter, remove, eliminate or obstruct the Irrigation Facilities for as long as the Irrigation Facilities exist. The Responsible Party shall not modify, alter, remove, eliminate or obstruct the Irrigation Facilities without the advance written consent of the City. The Responsible Party shall also ensure that the Irrigation Facilities always remain in compliance with the Irrigation Facility Plan.

3.3 Standard of Maintenance. The standard of maintenance shall comply with the Irrigation Facility Plan. In all events, the Responsible Party shall maintain the Irrigation Facilities so that the Irrigation Facilities are functional and operational in conformance with the purpose and design of the Irrigation Facilities. In all events the Responsible Party shall maintain the Irrigation Facilities so that the Irrigation Facilities achieve the objectives of the Irrigation Facility Plan.

The Responsible Party shall also pay the charges for electrical service for the Irrigation Facilities.

The Responsible Party and the Residential Owner do hereby release and discharge the City from any future claims relating to the water in the basins not being available for distribution through the Irrigation Facilities because the water quality is not safe and suitable for irrigation purposes or does not meet local, state and federal regulations for reuse for irrigation purposes.

3.4 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his or her sole discretion, that the Responsible Party has not complied with the maintenance standards, the DPW shall provide written notice to the Responsible Party of such failure to comply with the standards of maintenance. This notice shall specify that the Responsible Party will have thirty (30) days to comply with the maintenance standards, unless thirty (30) days is not practicable for the Responsible Party to cure the default, in which case the Responsible Party shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Party has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Party to comply with the standard of maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Party without giving any notice to the Responsible Party and without giving the Responsible Party thirty (30) days to comply with the standards of maintenance. If the City performs emergency service work, the Responsible Party shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Party fails to comply with the maintenance standards within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Irrigation Facilities to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner. The amount of costs charged by the City to the Responsible Party shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the maintenance standards. The Responsible Party shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The charges shall be equally allocated among the Residential Lots. The Residential Owners and the Responsible Party waive any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Residential Lots for the costs and expenses incurred by the City. The Residential Owners and the Responsible Party hereby waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Residential Owners and the Responsible Party waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Residential Owners and the Responsible Party acknowledge that the benefit from the performance of maintenance tasks by the City to ensure compliance with the maintenance standards equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Residential Lots.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Residential Owners and the Responsible Party agree that their obligations relating to maintenance of Irrigation Facilities exist notwithstanding the fact that the Irrigation Facilities may be located in public easements or on land owned by the City. The City hereby grants to the Residential Owners and the Responsible Party a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Irrigation Facilities for the duration of the performance of the maintenance. Landowner and the Association hereby grant the City a temporary right and license to access and enter the lands where the Irrigation Facilities are located for the purpose of performing maintenance of the Irrigation Facilities for the duration of the performance of the maintenance.

3.8 Consent to Location and Operation of Irrigation Facilities. The City and its successors and assigns and the other parties and their successors and assigns agree and consent that the Irrigation Facilities may be placed and remain in the locations on the Irrigation Lots shown by the Irrigation Facility Plan. The City and its successors and assigns and the other parties and their successors and assigns agree that the Irrigation Lots may be irrigated by the Irrigation Facilities in the manner and at the times that are consistent with the design and trigger mechanisms of the Irrigation Facilities as approved by the City.

3.9 Indemnification of City. Responsible Party shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) failure by the Responsible Party to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement and failure to cure the same within any applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or material men;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Irrigation Facilities; and
- d.) any act or negligence of the Responsible Party, its agents, employees or contractors in connection with construction of the Irrigation Facilities.

3.10 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Recording of Plat. The City agrees that if the conditions set forth in the Development Contract between Landowner and the City are met, the City will allow the plat of Settlers Ridge North to be recorded with the Dakota County Recorder.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Irrigation Lots and shall run with the Residential Lots and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Responsible Party in the Residential Lots acquired by the Responsible Party after the execution date of this Agreement or after the recording date of this Agreement.

The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Residential Lots and shall be binding upon the parties and their heirs, successors, administrators and assigns of the parties.

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

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

5.4 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 and the same instrument.

ARTICLE 6
INCORPORATION OF BUILDABLE LOTS IN OUTLOT C,
SETTLERS RIDGE NORTH INTO ASSOCIATION

6.1 Incorporation of Buildable Lots in Outlot C, Settlers Ridge North into Association. Landowner as the fee title owner of Outlot C, Settlers Ridge North, and the other parties hereto agree as follows:

1. Any buildable lot in any re-plat of Outlot C, Settlers Ridge North shall be deemed a Residential Lot.
2. When Outlot C, Settlers Ridge North is re-platted, the buildable lots within the re-plat shall become a part of the Association and the parties shall execute any necessary instruments to make the fee owners of such lots members of the Association and to subject the lots to the covenants, obligations, restrictions and easements that govern the Association.

ARTICLE 7
ENCROACHMENT OF IRRIGATION FACILITIES
WITHIN CITY EASEMENT

7.1 Definitions. For purposes of this Article 7, the following terms shall have the following meanings:

- a. **City Easement.** “City Easement” means the following easement located on the Subject Land:

The permanent drainage and utility easements on the Irrigation Lots dedicated to the City on the recorded plat of Settlers Ridge North, Dakota County, Minnesota.

- b. **City Easement Improvements.** “City Easement Improvements” means all existing and future street, boulevard and sidewalk improvements and all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.
- c. **City Right-of-Way Costs.** “City Right-of-Way Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and attorneys’ fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Irrigation Facilities and subsequently replacing the Irrigation Facilities in the City Easements, if such costs have not already been paid by the Responsible Party.
- d. **Pre-Encroachment Costs.** “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Right-of-Way Costs if the Irrigation Facilities did not exist.
- e. **Cost Differential.** “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Irrigation Facilities. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Responsible Party. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

- 7.2 Recitals.**

- i. The City Easement is on the Irrigation Lots. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.
- ii. Responsible Party has requested permission from the City to construct the Irrigation Facilities within the City Easement.
- iii. The Irrigation Facilities benefit and serve the Residential Owners and the Residential Lots.
- iv. Subject to the terms of this Agreement, the City is willing to allow the Irrigation Facilities to be constructed within the City Easement if the following conditions are met:
 - a.) The Responsible Party agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
 - b.) The City has the right to temporarily remove the Irrigation Facilities from the City Easement in the event the City has need to access the area where the Irrigation Facilities exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement.
 - c.) The City has the right to modify the Irrigation Facilities if the Irrigation Facilities materially interfere with the City Easement Improvements.

7.3 City Not Responsible for Irrigation Facilities. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Irrigation Facilities.

7.4 Continuing Right to City Easements. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easements.

7.5 Subordinate Position of Irrigation Facilities. The Irrigation Facilities in the City Easements are subordinate to the rights of the City in the City Easements and in the City Easement Improvements.

7.6 Risk of Loss. The Responsible Party understands and agrees that the Irrigation Facilities within the City Easements may be adversely affected by use of the City Easements. The parties agree that the City is not responsible for such events; the City shall have no liability to the Responsible Party for such events. The Responsible Party assumes the risk of installing the Irrigation Facilities in the City Easements.

7.7 Cost of Relocating Irrigation Facilities.

Upon thirty (30) days advance written notice from the City to the Responsible Party, the Responsible Party, within thirty (30) days after such notice, shall temporarily remove and subsequently replace the Irrigation Facilities in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Responsible Party does not perform such work, the City may temporarily remove and subsequently replace the Irrigation Facilities in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Responsible Party. The Responsible Party must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

7.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Responsible Party must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Responsible Party.

7.9 Modifications to Irrigation Facilities. If in the future the City reasonably determines that the Irrigation Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then upon thirty (30) days advance written notice by the City to the Responsible Party, the Responsible Party shall, within thirty (30) days after such notice, make such modifications to the Irrigation Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Irrigation Facilities.

If the Responsible Party does not perform such work and if the City reasonably determines that the Irrigation Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Irrigation Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Irrigation Facilities.

Once the City's costs and expenses have been determined by the City for such modification tasks, the City shall send an invoice for such costs and expenses to the Responsible Party. The Responsible Party must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

7.10 Remedies. If the Responsible Party fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Responsible Party fails to make payments under Section 7.7, 7.8 and 7.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The amount due shall be allocated equally among the Residential Lots. The Residential Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party, the City, without notice and without hearing, may specially assess the Residential Lots for the costs and expenses incurred by the City. The Residential Owner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Residential Owner waives any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Residential Lots.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

7.11 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Responsible Party obligations contained in Article 7 if the Responsible Party does not perform such obligations.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of February, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of February, 2020, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

ASSOCIATION:

SETTLER'S RIDGE SINGLE FAMILY HOMEOWNERS ASSOCIATION

By:

Carole Toohey
Its President

STATE OF MINNESOTA)

)

ss.

COUNTY OF _____)

On this _____ day of February, 2020, before me a Notary Public within and for said County, personally appeared Carole Toohey, to me personally known, who being by me duly sworn, did say that she is the President of Settler's Ridge Single Family Homeowners Association, a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Settler's Ridge Single Family Homeowners Association by authority of the Board of Directors of said non-profit corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**AFTER RECORDING PLEASE
RETURN TO:**

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF IRRIGATION LOTS

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

Outlots A and E Settlers Ridge North, according to the plat of record and on file in the Office of the Dakota County Recorder, Dakota County, Minnesota,

AND

Any outlot in any re-plat of Outlot C, Settlers Ridge North on which there is located a water re-use system that reuses water from Outlot E, Settlers Ridge North, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as follows:

Lots 1 through 3, Block 1, Settlers Ridge North, Dakota County, Minnesota

Lots 1 through 22, Block 2, Settlers Ridge North, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

****Further, any buildable lots in any re-plat of Outlot C, Settlers Ridge North shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot C, Settlers Ridge North is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

RETAINING WALL MAINTENANCE AGREEMENT RELATING TO
THE PLAT OF SETTLERS RIDGE NORTH,
DAKOTA COUNTY, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT RELATING TO THE PLAT OF SETTLERS RIDGE NORTH (hereafter referred to as “Agreement”) is made, entered into and effective this 24th day of February, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and U.S. Home Corporation, a Delaware corporation (hereafter referred to as “Landowner”) and Settler’s Ridge Single Family Homeowners Association, a Minnesota non-profit corporation (hereafter referred to as “Association”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

1.3 Landowner. “Landowner” means U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 Association. Association means Settler’s Ridge Single Family Homeowners Association, a Minnesota non-profit corporation and its successors and assigns.

1.5 Retaining Wall Facilities. “Retaining Wall Facilities” means each and all of the following, individually and collectively, to the extent located within the Retaining Wall Lots:

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing and retaining wall drainage collection appurtenances lying within the Retaining Wall Lots.

1.6 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means the _____ dated _____, 2020 and approved by the City

Engineer on _____, 2020. The Retaining Wall Construction Plan is on file with the City.

1.7 Responsible Party. Responsible Party means the following:

- a. For the time period from the date of this Agreement to December 31, 2021, the Responsible Owner means Landowner and its successors and assigns;

AND

- b. For the time period from and after January 1, 2022, the Responsible Owner means the Association and its successors and assigns.

1.8 Residential Lots. Residential Lots means each and all of the following, individually and collectively:

All of the lots legally described and listed on the attached **Exhibit A.**

1.9 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.10 Retaining Wall Lots. Retaining Wall Lots means the lots identified on **Exhibit B** attached hereto.

1.11 Retaining Wall Lot Owners. Retaining Wall Lot Owners means the fee title owners of the Retaining Wall Lots.

1.12 Maintenance Standards. "Maintenance Standards" means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.13 DPW. "DPW" means the City's Director of Public Works.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner will construct the Retaining Wall Facilities on the Retaining Wall Lots pursuant to the Retaining Wall Construction Plan.

Recital No. 2. The Residential Owners will be members of the Association. Landowner owns all the Residential Lots. Landowner owns all the Retaining Wall Lots.

Recital No. 3. The Association, the Residential Lots and the Residential Owners are benefitted and served by the Retaining Wall Facilities.

Recital No. 4. The City is willing to allow the plat of Settlers Ridge North to be recorded if Landowner complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Landowner and if

Landowner (as a Residential Owner and a Responsible Party under this Agreement) and the Association execute this Agreement.

Recital No. 5. By this Agreement the parties seek to:

- a.) impose upon the Responsible Party the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall Facilities may exist within easements dedicated or granted to the City and the public or may exist within certain Retaining Wall Lots that are going to be conveyed to the City; and
- b.) provide a mechanism where the City may charge-back to the Responsible Party any maintenance work that the City performs with respect to the Retaining Wall Facilities in the event the Responsible Party fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Landowner agrees that by a date reasonably set by the City's Director of Public Works the Retaining Wall Facilities shall be constructed and installed in accordance with the Retaining Wall Construction Plan at the sole expense of Landowner, subject to delays due to force majeure.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Party is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Standard of Maintenance shall also apply to any modification, alternation or relocation of the Retaining Wall Facilities. The Responsible Party shall also ensure that the Retaining Wall Facilities always remain fit for the use intended, structurally sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). The responsibility of the Responsible Party for maintaining the Retaining Wall Facilities on the Retaining Wall Lots exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Retaining Wall Lots.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. The Retaining Wall Construction Plan is on file with the City.

3.4 Notice of Non-Compliance with Section 3.1; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Party has not complied with Sections 3.2 and 3.3 hereof, the DPW shall provide written notice to the Responsible Party of such failure to comply with Sections 3.2 and 3.3. This notice shall specify that the Responsible Party will have thirty (30) days to comply with Sections 3.2 and 3.3, unless thirty (30) days is not practicable for the Responsible Party to cure the default, in which case the Responsible Party shall be given a reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Party has commenced construction of the Retaining Wall Facilities within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Party to comply with Sections 3.2 and 3.3, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Party without giving any notice to the Responsible Party and without giving the Responsible Party thirty (30) days to comply with Sections 3.2 and 3.3. If the City performs emergency construction work, the Responsible Party shall be obligated to repay the City the costs incurred to perform the emergency construction work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Party fails to comply with Sections 3.2 and 3.3 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance with Sections 3.2 and 3.3 and the City shall have the right of access to the areas where the Retaining Wall Facilities are to be located to perform such construction work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with Sections 3.2 and 3.3 to the Responsible Party.

The amount of costs charged by the City to the Responsible Party shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Sections 3.2 and 3.3. The Responsible Party shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Party, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The amount due shall be allocated equally among the Residential Lots. The Responsible Party waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party, the City, without notice and without hearing, may specially assess the Residential Lots for the costs and expenses incurred by the City. The Responsible Party hereby waives any and all procedural and substantive objections to special assessments for such costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Responsible Party waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible

Party acknowledges that the benefit from the performance of the tasks by the City to ensure compliance with Sections 3.2 and 3.3 equals or exceeds the amount of the charges and assessments for compliance with Sections 3.2 and 3.3 that are being imposed hereunder upon the Residential Lots.

3.7 Obligation For Maintenance Notwithstanding Public Easement and Notwithstanding City Ownership. The Responsible Party agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall Facilities may be located in whole or in part within public easements and notwithstanding the fact that the Retaining Wall Facilities may be placed on Retaining Wall Lots that are owned by the City.

The City hereby grants to the Responsible Party a temporary right and license to enter Retaining Wall Lots that are owned by the City and to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Retaining Wall Facilities for the duration of the performance of the maintenance.

The Residential Owners and Retaining Wall Lot Owners hereby grant to the City a temporary right and license to access and enter the Retaining Wall Lots for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

3.8 Indemnification of City. Responsible Party shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) failure by the Responsible Party to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement and failure to cure the same within the applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Retaining Wall Facilities;
- d.) any act or negligence by the Responsible Party, its agents, employees or contractors in connection with construction of the Retaining Wall Facilities.

3.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any

remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Compliance with Development Contract. The City agrees that if Landowner and Association execute this Retaining Wall Maintenance Agreement and if Landowner complies with the other conditions contained in the Development Contract between the City and Landowner of even date herewith, then the City will allow Landowner to begin the Developer Improvements identified in the Development Contract for the plat of Settlers Ridge North.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Retaining Wall Lots and shall run with the Residential Lots and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Residential Lots acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

5.4 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 and the same instrument.

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

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

If to Landowner: U.S. Home Corporation
c/o Lennar
Attention: Jonathon Aune
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

If to Association: Settler's Ridge Single Family Homeowners Association
Attention: Carole Toohey, President
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

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

ARTICLE 6
ENCROACHMENT OF RETAINING WALL FACILITIES
WITHIN CITY EASEMENT

6.1 Definitions. For purposes of this Article 6, the following terms shall have the following meanings:

- a. **City Easement.** “City Easement” means the following easement located on the Subject Land:

The permanent drainage and utility easements located on Lots 9, 10 and 11, Block 2, and Outlot B, Settlers Ridge North, dedicated to the City on the recorded plat of Settlers Ridge North, Dakota County, Minnesota.

- b. **City Easement Improvements.** “City Easement Improvements” means all existing and future street, boulevard and sidewalk improvements and all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.
- c. **City Right-of-Way Costs.** “City Right-of-Way Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of

the City's Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and attorneys' fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Retaining Wall Facilities and subsequently replacing the Retaining Wall Facilities in the City Easements, if such costs have not already been paid by the Responsible Party.

- d. **Pre-Encroachment Costs.** "Pre-Encroachment Costs" means a reasonable estimate by the City of the costs the City would have incurred for City Right-of-Way Costs if the Retaining Wall Facilities did not exist.
- e. **Cost Differential.** "Cost Differential" means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Retaining Wall Facilities. The City's reasonable determination of the amount of the Cost Differential shall be binding on the Responsible Party. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

6.2 Recitals.

- i. The City Easement is on the Retaining Wall Lots. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.
- ii. Responsible Party has requested permission from the City to construct the Retaining Wall Facilities within the City Easement.
- iii. The Retaining Wall Facilities on the Retaining Wall Lots are part of the overall grading and drainage plan for the plat of Settlers Ridge North. The Retaining Wall Facilities benefit and serve the Residential Owners and the Residential Lots.
- iv. Subject to the terms of this Agreement, the City is willing to allow the Retaining Wall Facilities to be constructed within the City Easement if the following conditions are met:
 - a.) The Responsible Party agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
 - b.) The City has the right to temporarily remove the Retaining Wall Facilities from the City Easement in the event the City has need to access the area where the Retaining Wall Facilities exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement.

- c.) The City has the right to modify the Retaining Wall Facilities if the Retaining Wall Facilities materially interfere with the City Easement Improvements.

6.3 City Not Responsible for Retaining Wall Facilities. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Retaining Wall Facilities.

6.4 Continuing Right to City Easements. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easements.

6.5 Subordinate Position of Retaining Wall Facilities. The Retaining Wall Facilities in the City Easements are subordinate to the rights of the City in the City Easements and in the City Easement Improvements.

6.6 Risk of Loss. The Responsible Party understands and agrees that the Retaining Wall Facilities within the City Easements may be adversely affected by use of the City Easements. The parties agree that the City is not responsible for such events; the City shall have no liability to the Responsible Party for such events. The Responsible Party assumes the risk of installing the Retaining Wall Facilities in the City Easements.

6.7 Cost of Relocating Retaining Wall Facilities.

Upon thirty (30) days advance written notice from the City to the Responsible Party, the Responsible Party, within thirty (30) days after such notice, shall temporarily remove and subsequently replace the Retaining Wall Facilities in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Responsible Party does not perform such work within such 30 day period, the City may temporarily remove and subsequently replace the Retaining Wall Facilities in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Responsible Party. The Responsible Party must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

6.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Responsible Party must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Responsible Party.

6.9 Modifications to Retaining Wall Facilities. If in the future the City reasonably determines that the Retaining Wall Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then upon thirty (30) days advance written notice by the City to the Responsible Party, the Responsible Party shall, within thirty (30) days after such notice, make such modifications to the Retaining Wall Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Retaining Wall Facilities.

If the Responsible Party does not perform such work within such 30 day period and if the City reasonably determines that the Retaining Wall Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Retaining Wall Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Retaining Wall Facilities.

Once the City's costs and expenses have been determined by the City for such modification tasks, the City shall send an invoice for such costs and expenses to the Responsible Party. The Responsible Party must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

6.10 Remedies. If the Responsible Party fails to perform its obligations under this Article 6 of this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Responsible Party fails to make payments under Section 6.7, 6.8 and 6.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The amount due shall be allocated equally among the Residential Lots. The Residential Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party, the City, without notice and without hearing, may specially assess the Residential Lots for the costs and expenses incurred by the City. The

Residential Owner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Residential Owner waives any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Residential Lots.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.11 City Duties. Nothing contained in this Article 6 of this Agreement shall be considered an affirmative duty upon the City to perform the Responsible Party obligations contained in Article 6 if the Responsible Party does not perform such obligations.

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

IN WITNESS WHEREOF Landowner, Association and the City have entered into this Retaining Wall Maintenance Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of February, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of February, 2020, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

**ASSOCIATION:
SETTLER'S RIDGE SINGLE FAMILY HOMEOWNERS ASSOCIATION**

By: _____
Carole Toohey
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of February, 2020, before me a Notary Public within and for said County, personally appeared Carole Toohey, to me personally known, who being by me duly sworn, did say that she is the President of Settler's Ridge Single Family Homeowners Association, a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Settler's Ridge Single Family Homeowners Association by authority of the Board of Directors of said non-profit corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**AFTER RECORDING PLEASE
RETURN TO:**

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as follows:

Lots 1 through 3, Block 1, Settlers Ridge North, Dakota County, Minnesota

Lots 1 through 22, Block 2, Settlers Ridge North, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

****Further, any buildable lots in any re-plat of Outlot C, Settlers Ridge North shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot C, Settlers Ridge North is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

EXHIBIT B
RETAINING WALL LOTS

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as follows:

- Lots 1 through 7, inclusive, Block 2, Settlers Ridge North, Dakota County, Minnesota,
- Lots 9, 10 and 11, Block 2, Settlers Ridge North, Dakota County, Minnesota.

****Further, Retaining Wall Lots include any buildable lots in any re-plat of Outlot C, Settlers Ridge North on which there is built in the future any retaining wall.**

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 2, SETTLERS RIDGE NORTH,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 2, SETTLERS RIDGE NORTH (Easement Agreement) is made this 24th day of February, 2020, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

12. **Governing Law.** This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 1, Block 2, Settlers Ridge North to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of February, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of February, 2020, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

AFTER RECORDING PLEASE

RETURN TO:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1, Block 2, Settlers Ridge North, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 1, Block 2, Settlers Ridge North, according to the recorded plat thereof, Dakota County, Minnesota, as follows:

Depiction of Easement Area
(Part of Exhibit B)

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 3, BLOCK 1, SETTLERS RIDGE NORTH,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 3, BLOCK 1, SETTLERS RIDGE NORTH (Easement Agreement) is made this 24th day of February, 2020, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

12. **Governing Law.** This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 3, Block 1, Settlers Ridge North to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of February, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

GRANTOR:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of February, 2020, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**AFTER RECORDING PLEASE
RETURN TO:**

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 3, Block 1, Settlers Ridge North, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 3, Block 1, Settlers Ridge North, according to the recorded plat thereof, Dakota County, Minnesota, as follows:

Depiction of Easement Area
(Part of Exhibit B)

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 22, BLOCK 2, SETTLERS RIDGE NORTH,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 22, BLOCK 2, SETTLERS RIDGE NORTH (Easement Agreement) is made this 24th day of February, 2020, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

12. **Governing Law.** This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 22, Block 2, Settlers Ridge North to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of February, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF) SS.

Notary Public

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 22, Block 2, Settlers Ridge North, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 22, Block 2, Settlers Ridge North, according to the recorded plat thereof, Dakota County, Minnesota, as follows:

Depiction of Easement Area
(Part of Exhibit B)

PERMANENT PEDESTRIAN SIDEWALK EASEMENT
FOR LOTS 1 THROUGH 6, BLOCK 2, SETTLERS RIDGE NORTH,
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT PEDESTRIAN SIDEWALK EASEMENT FOR LOTS 1 THROUGH 6, BLOCK 2, SETTLERS RIDGE NORTH (“Easement”) is made, granted and conveyed this 24th day of February, 2020, between U.S. Home Corporation, a Delaware corporation, hereinafter referred to as the “Landowner”, and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”.

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever a **permanent easement and right-of-way for a sidewalk (including, without limitation, the construction, maintenance, repair and use of a sidewalk)** over, under, across, through and upon the following described premises (the “Easement Area”) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit A**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational sidewalk shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the sidewalk and related improvements, over, under, across, through and upon the Easement Area together with the right to remove from the Easement Area trees, brush, herbage, undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statute, Chapter 466.

Landowner, for itself and its successors and assigns, does warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to the City.

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

IN TESTIMONY WHEREOF, the Landowner and City have caused this Easement to be executed as of the day and year set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of February, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of February, 2020, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

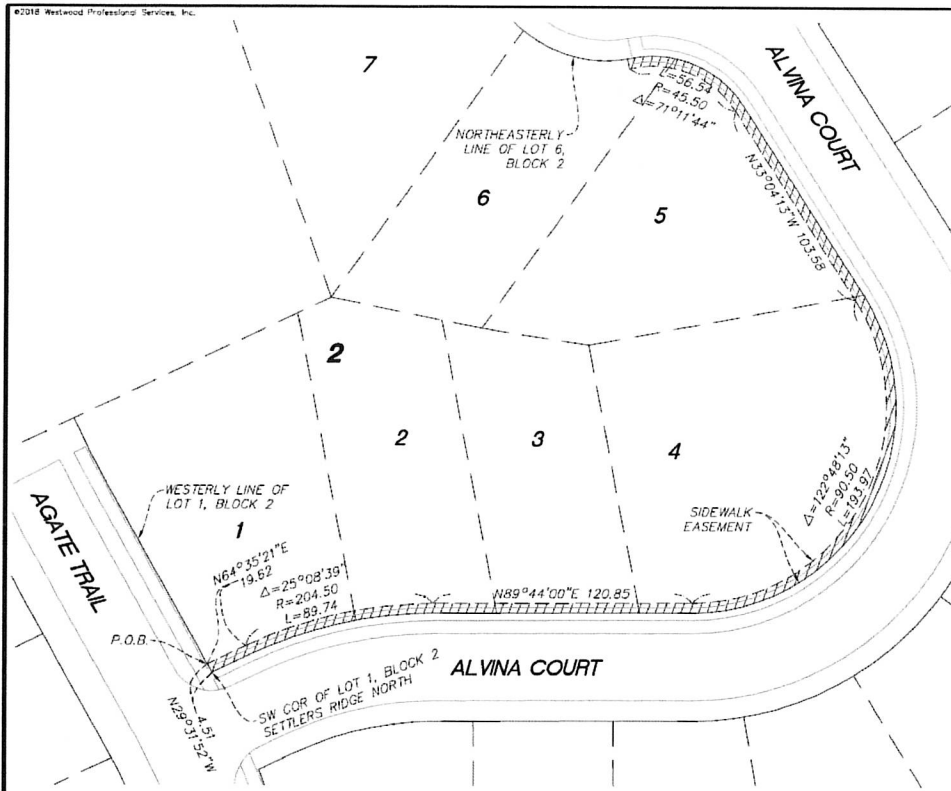
This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

A permanent easement and right-of-way for sidewalk purposes (including, without limitation, the construction, maintenance, repair and use of a sidewalk) over, under, across, through and upon that portion of **Lots 1 through 6, Block 2, Settlers Ridge North**, Dakota County, Minnesota, lying southerly, southeasterly, northeasterly and northerly of the following described line:

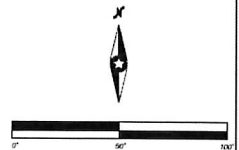
Commencing at the southwest corner of said Lot 1; thence North 29 degrees 31 minutes 52 seconds West, assumed bearing along the westerly line of said Lot 1, a distance of 4.51 feet to the point of beginning of the line to be described; thence North 64 degrees 35 minutes 21 seconds East, a distance of 19.62 feet; thence easterly along a tangential curve concave to the south, having a central angle of 25 degrees 08 minutes 39 seconds, a radius of 204.50 feet for an arc distance of 89.74 feet; thence North 89 degrees 44 minutes 00 seconds East, tangent to the last described curve, a distance of 120.85 feet; thence northerly along a tangential curve, concave to the northwest, having a central angle of 122 degrees 48 minutes 13 seconds, a radius of 90.50 feet for an arc distance of 193.97 feet; thence North 33 degrees 04 minutes 13 seconds West, tangent to the last described curve, a distance of 103.58 feet; thence northwesterly along a tangential curve concave to the southwest, having a central angle of 71 degrees 11 minutes 44 seconds, a radius of 45.50 feet for an arc distance of 52.54 feet and said line there terminating.



Sidewalk Easement:

A Sidewalk Easement lying over, under and across that part of Lots 1 through Lot 6, Block 2, SETTLERS RIDGE NORTH, according to the recorded plat thereof, Dakota County, Minnesota, lying southerly, southeasterly, northeasterly and northerly of the following described line:

Commencing at the southwest corner of said Lot 1; thence North 29 degrees 31 minutes 52 seconds West, assumed bearing along the westerly line of said Lot 1, a distance of 4.51 feet to the point of beginning of the line to be described; thence North 64 degrees 35 minutes 21 seconds East, a distance of 19.62 feet; thence easterly along a tangential curve concave to the south, having a central angle of 25 degrees 08 minutes 39 seconds, a radius of 204.50 feet for an arc distance of 89.74 feet; thence North 89 degrees 44 minutes 00 seconds East, tangent to the last described curve, a distance of 120.85 feet; thence northerly along a tangential curve, concave to the northwest, having a central angle of 122 degrees 48 minutes 13 seconds, a radius of 90.50 feet for an arc distance of 193.97 feet; thence North 33 degrees 04 minutes 13 seconds West, tangent to the last described curve, a distance of 103.58 feet; thence northwesterly along a tangential curve concave to the southwest, having a central angle of 71 degrees 11 minutes 44 seconds, a radius of 45.50 feet for an arc distance of 52.54 feet and said line there terminating.



Date: 02/04/2020 Sheet: 1 OF 1 C:\B2\1324.dwg

Westwood

Phone: (620) 837-8100 12751 Whiteoak Drive, Suite 900
Fax: (620) 837-8102 Westwood, MO 64088
Web: (620) 837-8100 westwoodpro.com

Westwood Professional Services, Inc.

Owner: _____
Checked: _____
Drawn: _____
Based: Drawing: _____

Prepared for:

Source Land Capital

8215 45th Avenue North, Suite 5
Plymouth, MN 55446

Settlers Ridge North

Jewett Grove Heights, Minnesota

Sidewalk Easement

Exhibit

RESIDENTIAL STREET LIGHT AGREEMENT FOR
PLAT OF SETTLERS RIDGE NORTH
DAKOTA COUNTY, MINNESOTA

THIS RESIDENTIAL STREET LIGHT AGREEMENT FOR SETTLERS RIDGE NORTH (Agreement) is made this 24th day of February, 2020, by and between U.S. Home Corporation, a Delaware corporation, hereinafter referred to as "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City". Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

ARTICLE 1
TERMS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

1.3 Landowner. "Landowner" means U.S. Home Corporation, a Delaware corporation, the current fee title owner of the Residential Lots, and its successors and assigns.

1.4 Residential Lots. "Residential Lots" means the lots described on the attached **Exhibit A**. The Residential Lots are located in the City of Inver Grove Heights, Dakota County, Minnesota within the recorded plat of Settlers Ridge North.

1.5 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.6 **Street Lights.** Street Lights means all the existing or future street lights installed on the public right-of-way within the plat of Settlers Ridge North and within the re-plat of Outlot C, Settlers Ridge North.

ARTICLE 2

RESIDENTIAL OWNER OBLIGATIONS

2.1 **Street Light Plan Must Be Approved.** Landowner agrees that a Street Light Plan shall be approved by the Director of Public Works before the installation of any Street Lights. The current Street Light Plan shall show the design, type, size and location of all Street Lights to be located within and along the public right-of-way in the plat of Settlers Ridge North.

2.2 **Installation of Street Lights.** Landowner, at its own expense, shall install the Street Lights as provided in the Street Light Plan for Settlers Ridge North. The Street Lights for Settlers Ridge North shall be installed no later than the time that the public streets within the plat of Settlers Ridge North are constructed.

2.3 **Payment of Energy Costs for First Three Years.** Before recording of the plat of Settlers Ridge North, Landowner shall prepay the City for the energy costs of the Street Lights for the three (3) calendar years of 2022, 2023 and 2024 by paying the City the amount of \$150.00 per Street Light per year.

2.4 **Responsibility of Residential Owners.** Beginning with calendar year 2024, and continuing thereafter, the Residential Owners shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

The City will invoice such Residential Owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Residential Owners. The total cost for maintenance, repair, replacement and energy expenses for the Street Lights shall be evenly allocated among the Residential Lots.

The Residential Owners shall make payment directly to the City within thirty (30) days after the sending of the invoice. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year for the Residential Lot owned by the Residential Owner who has not paid the City; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

The Residential Owners and their successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the respective Residential Lots. Further, the Residential Owners and their successors and assigns thereof hereby waive any and all procedural and substantive objections to special assessments for the costs of the Street Lights including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Residential Owners and their successors and assigns waive any appeal rights otherwise available

pursuant to Minnesota Statutes § 429.081. The Residential Owners and their successors and assigns acknowledge that the benefit from the Street Lights equal or exceed the amount of the charges and assessments for the maintenance, repair, replacement and energy costs that are being imposed under this Agreement.

The Residential Owners agree that the standard of maintenance shall conform to the same standards that the City's Director of Public Works utilizes for other street lights that the City maintains, as those standards are from time to time amended.

The Residential Owners agree that the obligation to pay for the maintenance of the Street Lights exists notwithstanding the fact that the Street Lights may lie within the public road right-of-way in the plat of Settlers Ridge North.

2.5 Warranty of Ownership. Landowner owns all the Residential Lots.

ARTICLE 3 **CITY'S COVENANTS**

3.1 Allowing Plat To Be Recorded. The City agrees that if the conditions set forth in the Development Contract between the parties of even date herewith are met, the City will allow the plat of Settlers Ridge North to be recorded with the Dakota County Recorder. One requirement in the Development Contract is that the Landowner enter into this Residential Street Light Agreement. By execution of this Agreement, that condition has been met.

ARTICLE 4 **MISCELLANEOUS**

4.1 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

4.2 Recording. Landowner shall record this Agreement with the Dakota County Recorder after the plat of Settlers Ridge North is recorded, and Landowner shall present evidence to the City that this Agreement has been recorded.

4.3 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Residential Lots and shall be binding upon the parties and the heirs, successors, administrators and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of Landowner in the Residential Lots acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

4.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies

would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement.

Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

4.5 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

4.6 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 and the same instrument.

4.7 Headings. The subject headings of the sections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

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

IN WITNESS WHEREOF, Landowner and City have executed this Residential Street Light Agreement as of the day and year aforementioned.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of February, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of February, 2020, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as follows:

Lots 1 through 3, Block 1, Settlers Ridge North, Dakota County, Minnesota

Lots 1 through 22, Block 2, Settlers Ridge North, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

****Further, any buildable lots in any re-plat of Outlot C, Settlers Ridge North shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot C, Settlers Ridge North is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

PUD ZONING ACKNOWLEDGMENT AGREEMENT
FOR THE PLAT OF SETTLERS RIDGE NORTH,
DAKOTA COUNTY, MINNESOTA

THIS PUD ZONING ACKNOWLEDGMENT AGREEMENT (Agreement) is made this 24th day of February, 2020, between U.S. Home Corporation, a Delaware corporation (herein referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

WHEREAS, Landowner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described in Exhibit A.

NOW THEREFORE, the parties hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to Planned Unit Developments, and subject to the Planned Unit Development Plans that have been approved by the City on _____, 2020, listed on the attached Exhibit B (the Development Plans) and subject to any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinance relating to Planned Unit Developments, the Development Plans shall supersede.

The parties also hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to the Northwest Area Overlay District any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinances relating to the Northwest Area Overlay District, the Development Plans shall supersede.

This Agreement shall be binding upon the parties hereto and any successors and assigns, and all subsequent parties who obtain an ownership, contract, leasehold, or any other interest in the property, and shall inure to the benefit of the parties hereto any successors, assigns, or transferees, and shall run with the land described on the attached Exhibit A.

The parties further acknowledge and agree that at Landowner's expense this Agreement shall be filed with the Dakota County Recorder's office against the property described in Exhibit A.

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

IN WITNESS WHEREOF, Landowner and the City of Inver Grove Heights have caused this PUD Zoning Acknowledgement Agreement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of February, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of February, 2020, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
South St. Paul, MN 55075
(651) 451-1831

**After Recording Return This
Instrument To:**

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as follows:

Lots 1 through 3, Block 1, Settlers Ridge North, Dakota County, Minnesota

Lots 1 through 22, Block 2, Settlers Ridge North, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
LIST OF APPROVED PUD DEVELOPMENT PLANS

NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT
FOR OUTLOT A AND OUTLOT D, SETTLERS RIDGE NORTH

THIS NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT ("Easement Agreement") is made this 24th day of February, 2020, by and among U.S. Home Corporation, a Delaware corporation, hereinafter referred to as "Grantor" and City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City". Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
TERMS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below. All other capitalized terms shall have the meaning given to them in the Development Contract.

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

1.3 Grantor. "Grantor" means U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 Property. "Property" means the following property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Outlots A and D, Settlers Ridge North, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota;

1.5 Natural Area/Open Space. "Natural Area/Open Space" means the real property legally described on the attached **Exhibit A**.

1.6 Formal Notice. "Formal Notice" means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

If to City:

City of Inver Grove Heights
Attention: City Planner
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Grantor:

U.S. Home Corporation
c/o Lennar
Attention: Jonathon Aune
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

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

1.7 Development Contract. “Development Contract” means that certain Development Contract for the plat of Settlers Ridge North between City and Grantor dated February 24, 2020.

ARTICLE 2
RECITALS

2.1 Grantor owns and has marketable fee title to the Property.

2.2 The parties wish to enter into an agreement which will grant to the City conservation and open space easement for conservation and preservation of the terrain and vegetation over the Natural Area/Open Space.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and in consideration of the agreements contained herein, it is agreed by the parties as follows:

ARTICLE 3
WARRANTIES AND REPRESENTATIONS OF GRANTOR

3.1 Grantor is the fee owner and has marketable title to the Property.

3.2 Grantor is the fee title owner of the Natural Area/Open Space contained within the Property.

3.3 With respect to the Natural Area/Open Space, Grantor represents and warrants as follows:

a.) That Grantor has not used, employed, deposited, stored, disposed of, placed or otherwise knowingly allowed to come in or on the Natural

Area/Open Space any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, et seq., or Minn. Stat., Sec. 115B.01, et seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");

b.) That Grantor has not knowingly allowed any other person to use, employ, deposit, store, dispose of, place or otherwise have, in or on the Natural Area/Open Space any Hazardous Substances;

c.) To the best of Grantor's knowledge, no previous owner, occupant or possessor of the Natural Area/Open Space, deposited, stored, disposed of, placed, or otherwise allowed in or on the Natural Area/Open Space any Hazardous Substances.

ARTICLE 4

GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER NATURAL AREA/OPEN SPACE

4.1 Grant of Perpetual Conservation and Open Space Easement over Natural Area/Open Space. Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Natural Area/Open Space for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Natural Area/Open Space. The City hereby accepts such easement.

4.2 Perpetual Duration. The duration of the Conservation and Open Space Easement with respect to the Natural Area/Open Space is perpetual.

4.3 Preservation Predominately in Undeveloped Condition. Except as otherwise stated in this Easement Agreement, the Natural Area/Open Space shall be preserved predominately as an undeveloped area and shall not be used in such a manner which would change or alter the undeveloped condition of the Natural Area/Open Space.

4.4 Restrictions. Except as necessary for grading, landscaping, and construction of streets, water, sanitary sewer, storm water, pedestrian trails and other utilities as described and depicted in the Development Plans in the Development Contract and except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Natural Area/Open Space:

- a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Natural Area/Open Space without the prior written consent of the City.
- b.) No vehicles or machinery shall be stored, placed upon, or parked on the Natural Area/Open Space without the prior written consent of the City.

- c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Natural Area/Open Space without the prior written consent of the City. There shall be no dredging, drilling, mining of any nature whatsoever of the Natural Area/Open Space.
- d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Natural Area/Open Space without the prior written consent of the City. There shall be no waste, trash or garbage placed, dumped or stored upon the Natural Area/Open Space.
- e.) No trees, shrubs, or other vegetation shall be planted upon the Natural Area/Open Space and no trees, shrubs, or other vegetation shall be removed from the Natural Area/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees and trees that pose a danger to person and property may be removed without obtaining any consent from the City.
- f.) No change in the general topography or grade of the Natural Area/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.

4.5 Exceptions To Restrictions. The following are exceptions to the restrictions set forth in Section 4.4:

- a.) Nothing contained herein shall impair any right of City or Grantor now held or hereafter acquired to construct or maintain private utilities within public drainage and utility easements or public utilities (including storm water facilities and irrigation systems that discharge storm water) within public drainage and utility easements to the extent depicted in the Development Plans that are also in or on the Natural Area/Open Space.
- b.) Nothing contained herein shall restrict the rights of the City to use the Natural Area/Open Space in the manner set forth in Article 7 hereof.
- c.) Within the Natural Area/Open Space, benches may be installed, grass and lawns may be planted and Grantor may mow the grass and lawns.
- d.) Walking, hiking and pedestrian travel are permitted in the Natural Area/Open Space.
- e.) The Natural Area/Open Space may be used for passive or active recreation; provided however, if the Natural Area/Open Space is used for active recreation, the impervious cover shall not exceed 5% of the total required Natural Area/Open Space.

- f.) Nothing contained herein shall prevent or restrict the right of the Grantor to construct, maintain and use a paved walking or hiker/biker path in or on the Natural Area/Open Space, provided the total impervious surface of which shall not be more than 5% of the total required Natural Area/Open Space.

4.6 Maintenance Obligations of Grantor. The following are the maintenance obligations of the Grantor with respect to the Natural Area/Open Space:

- a.) If the City determines that any tree(s), alive or dead, in the Natural Area/Open Space pose a potential danger, then upon request of the City the Grantor, at its own cost and expense, shall remove such tree(s).
- b.) The Grantor shall be responsible for removing noxious weeds, junk, litter and diseased, dead and downed trees from the Natural Area/Open Space.
- c.) The Grantor shall maintain the Natural Area/Open Space subject to the provisions stated herein.
- d.) The Grantor shall maintain and repair the Corner Posts referenced in Article 6 hereof and the Grantor shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Grantor shall replace the Corner Posts.

ARTICLE 5 **OTHER DUTIES AND OBLIGATIONS**

5.1 Indemnification of City By Grantor With Respect to Warranties. Grantor shall indemnify, defend, and hold the City harmless, against any and all loss, costs, damage and expense, including reasonable attorneys fees and costs, resulting from Grantor's breach of the warranties and representations in Section 3.4 hereof.

5.2 Indemnification of City By Grantor With Respect to Covenants. Grantor shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees that the City incurs or suffers, which arise out of, result from or relate to the failure by the Grantor to observe or perform any covenant, condition, obligation or agreement on, its part to be observed or performed under this Easement Agreement.

5.3 Installation of Corner Posts. Before construction commences on the Property, Grantor shall install stakes to demarcate the boundaries of the Natural Area/Open Space.

Prior to any Certificate of Occupancy being issued for the Property, or prior to December, 1, 2021, whichever occurs first, the Grantor, at its sole cost and expense, shall construct and install permanent four (4) inch by four (4) inch posts ("Corner Posts") at the boundaries of the Natural Area/Open Space. The exact location of the Corner Posts and the number of Corner Posts

shall be determined by the City Planner. The Corner Posts may be metal stakes, if the types of metal stakes are approved by the City Planner.

The Grantor shall maintain the Corner Posts after installation.

ARTICLE 6

LICENSE TO ENTER

6.1 License to Enter. The Grantor hereby grants to the City a temporary right and license to enter the Natural Area/Open Space for the purpose of performing inspection, maintenance and enforcement actions relating to the Natural Area/Open Space.

ARTICLE 7

CITY USE OF THE NATURAL AREA/OPEN SPACE

7.1 Other Rights of City. Notwithstanding anything to the contrary contained herein, the City, in its sole discretion, within the Natural Area/Open Space may:

- a.) Install, construct and maintain improvements to assure the safe condition of the public utilities and storm water facilities solely within the drainage and utility easements located within the Natural Area/Open Space; and
- b.) Install, construct and maintain public utilities and storm water facilities solely within drainage and utility easements located within the Natural Area/Open Space.

ARTICLE 8

MISCELLANEOUS

8.1 Recording of Easement Agreement. Contemporaneous with the recording of the plat of Settlers Ridge North, this Easement Agreement shall be filed, at the Grantor's expense, with the Dakota County Recorder's Office.

8.2 No Third Party Recourse. Third parties shall have no recourse against the City or Grantor under this Easement Agreement.

8.3 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Easement Agreement shall run with the Property and Natural Area/Open Space and shall be binding upon the parties and their heirs, successors, administrators and assigns of the parties.

The parties also agree that this Easement Agreement shall run with and be binding upon all after-acquired title of the Grantor with respect to the Property.

8.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Easement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Easement Agreement or in any document delivered pursuant hereto

which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Easement Agreement.

Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Easement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

8.5 Governing Law. This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

8.6 Counterparts. This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.7 Headings. The subject headings of the sections in this Easement Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, City and Grantor have caused this Easement Agreement to be executed as of the day and year aforesaid.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of February, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

GRANTOR:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of February, 2020, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**After Recording, Please Return This
Instrument To:**

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION

A perpetual easement for Natural Area/Open Space Easement purposes over, across, through and upon all of Outlot A and Outlot D, Settlers Ridge North, Dakota County, Minnesota.

WARRANTY DEED

Corporation, Partnership or Limited Liability Company
to Corporation, Partnership or Limited Liability Company

DEED TAX DUE: \$ 1.65

Date: February 24, 2020

FOR VALUABLE CONSIDERATION, U.S. Home Corporation, a corporation under laws of Delaware, ("Grantor"), hereby conveys and warrants to City of Inver Grove Heights, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

Outlots B and E, Settlers Ridge North, according to the plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota.

total consideration for this transfer is less than \$500.00.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: easements and restrictions of record, if any.

Check box if applicable:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

U.S. Home Corporation

By: _____

Jonathon Aune

Its: Vice President

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020, by Jonathon Aune, as Vice President of U.S. Home Corporation, a corporation under the laws of Delaware on behalf of the corporation.

NOTARIAL STAMP OR SEAL

SIGNATURE OF NOTARIAL OFFICER _____

Title (and Rank): Notary Public

My commission expires: _____

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument
should be sent to: (include name and address of Grantee)

City of Inver Grove Heights

ATTN: Finance Director

8150 Barbara Avenue

Inver Grove Heights, MN 55077

This Instrument Was Drafted By:

Timothy J. Kuntz

LeVander, Gillen & Miller, P.A.

633 South Concord Street, Suite 400

South St. Paul, MN 55075

Ph: 651-451-1831 / Fax: 651-450-7384

#58993

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

DEED TAX DUE: \$1.65

Date: February 24, 2020

FOR VALUABLE CONSIDERATION, U.S. Home Corporation, a corporation under the laws of the State of Delaware ("Grantor") hereby conveys and warrants to the **CITY OF INVER GROVE HEIGHTS**, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

All rights of vehicular access, including ingress and egress, to and from 65th Street West from and to:

Lot 3, Block 1, Settlers Ridge North, Dakota County, Minnesota;
Lot 19, Block 2, Settlers Ridge North, Dakota County, Minnesota;
Lot 20, Block 2, Settlers Ridge North, Dakota County, Minnesota;
Lot 21, Block 2, Settlers Ridge North, Dakota County, Minnesota;
Lot 22, Block 2, Settlers Ridge North, Dakota County, Minnesota;

according to the plat on file and of record, except for access by trail maintenance vehicles.

Check box if applicable:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

U.S. Home Corporation

By: _____

Jonathon Aune

Its: Division Vice President

STATE OF MINNESOTA)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020, by Jonathon Aune, as Division Vice President of U.S. Home Corporation, a corporation under the laws of Delaware on behalf of the corporation.

NOTARIAL STAMP OR SEAL

SIGNATURE OF NOTARIAL OFFICER _____

Title (and Rank): Notary Public

My commission expires: _____

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument
should be sent to: (include name and address of Grantee)

U.S. Home Corporation
c/o Lennar
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Ph: 651-451-1831 / Fax: 651-450-7384
#58993

**total consideration for this transfer is less than \$500.00.

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

DEED TAX DUE: \$1.65

Date: February 24, 2020

FOR VALUABLE CONSIDERATION, U.S. Home Corporation, a corporation under the laws of the State of Delaware ("Grantor") hereby conveys and warrants to the **CITY OF INVER GROVE HEIGHTS**, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

All rights of vehicular access, including ingress and egress, to and from State Highway No. 3 (Robert Trail South) from and to:

Outlot C, Settlers Ridge North, Dakota County, Minnesota;

according to the plat on file and of record, except for access by trail maintenance vehicles.

Check box if applicable:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

U.S. Home Corporation

By: _____

Jonathon Aune

Its: Division Vice President

[illegible]

This instrument was acknowledged before me on _____, 2020, by Jonathon Aune, as Division Vice President of U.S. Home Corporation, a corporation under the laws of Delaware on behalf of the corporation.

NOTARIAL STAMP OR SEAL

SIGNATURE OF NOTARIAL OFFICER _____

Title (and Rank): Notary Public

My commission expires: _____

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument
should be sent to: (include name and address of Grantee)

U.S. Home Corporation
c/o Lennar
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Ph: 651-451-1831 / Fax: 651-450-7384
#58993

**total consideration for this transfer is less than \$500.00.

PLANNING REPORT

CITY OF INVER GROVE HEIGHTS

CASE NO: 20-02PUD

APPLICANT: Source Land Capital

REQUEST: Final Plat and Final PUD Development Approval for Settlers Ridge North

MEETING DATE: February 18, 2020

LOCATION: Hwy 3 and 65th Street

COMPREHENSIVE PLAN: LDR

ZONING: R-1C/PUD

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

An application has submitted for the final plat and final development plan for Settlers Ridge North. The project received preliminary approvals under the name Windsor Ridge. The developer has changed the name to Settlers Ridge North. The overall project consists of 66 single family lots. The project is proposed in two phases. Phase 1 consists of 25 lots and the outlots for stormwater purposes. Phase 2 will consist of the balance of the plat. The applicant is requesting approval of the grading and storm water plans for the entire project and phased approvals for the platting.

The City Council approved the preliminary plat and development plans on October 28, 2019.

EVALUATION OF THE REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 16 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council. The following provides some additional detail on some of the individual approved plans:

Final Plat. The lot and outlot layout are the same as the preliminary plat containing 66 lots. Phase 1 consists of 25 lots, the outlots for stormwater and public street right-of-way dedication for a portion of Agate Trail and all of Alvina Court. The outlots will be deeded to the City for stormwater purposes.

Site Plan. The site plan is consistent with the preliminary plans.

Open Space Plan. The final open space plan is consistent with the preliminary plan. All required open space, including disturbed and undisturbed and contiguous have been met.

Condition #2 relating to approval of the final grading, drainage and erosion control plans. The City Engineer has indicated the plans have addressed all the issues and comments that were included in the City Engineer memo dated 10/24/19.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for easements over the main drainage areas. The City Engineer has reviewed the plat and finds the necessary easements are in place.

Condition #4 relating to boundaries of open space with marker posts. Engineering has created a post and sign template for developers to use to mark the open space boundary. The grading plan identifies the proposed location of the posts. The final location of the posts will be approved by Engineering and will be field inspected.

Condition #5 relating to park dedication. Park dedication will consist of a cash payment of \$2,850 per lot. With the first phase of 25 lots, cash park dedication will equal \$71,250. The park dedication fees are collected at time of final plat release.

Condition #6 relating to plans reviewed by the Fire Marshall. The Fire Marshall has reviewed the plans and has no issues with design and street access for emergency vehicles.

Condition #7 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to ensure all documents are recorded.

Condition #8 relating to payment of plat utility fees. The development contract will address the specific fees that the developer must pay before plat release as part of the funding for the infrastructure of the sewer and water for the Northwest Area. The Council adopted an ordinance which specifies fees to be paid at time of final plat release. There will also be additional fees collected at time of building permit for all residential structures. This condition was intended to state the developer's responsibility for paying these fees.

Condition #9 relating to payment of building permit fees. This condition was intended to state the developers are responsible for payment of building permit fees as noted in the condition. These fees are collected at time of building permit.

Condition #10 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 11 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future landowners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #12 relating to entering into a development contract. A meeting with the developer will be set up prior to council review to address obligations to be covered in the developer agreement. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #13 relating to documents that must be recorded with the final plat. Standard language identifying additional documents to be recorded with the final plat.

Condition #14 relating to plans meeting the comments from the engineering consultants. The City Engineer has indicated the plans have addressed the comments from the city's consultants.

Condition #15 relating to street lighting. Street lights will be required at street intersections and at equal spacing along the road. Lights are installed by the developer and lighting costs are eventually charged to the individual lots.

Condition #16 relating to payment in lieu of tree planting for reforestation shortage. The reforestation shortage of 578 trees shall be addressed with a cash payment due at time of final plat release. The details will be addressed in the development contract.

ALTERNATIVES

A. **Approval.** If the Planning Commission finds the proposed Final plat and Final PUD development plans for Settlers Ridge North acceptable, a recommendation of approval should be made subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Preliminary PUD conditions of approval and site plan	
Final Plat (2 sheets)	
Final Site Plan	dated 1/28/20
Open Space Plan	dated 1/28/20
Grading and Erosion Control Plan	dated 2/14/20
Overall Utility Plan	dated 2/14/20
Overall Final Landscape Plan (4 sheets)	dated 2/14/20
Tree Preservation Plan	dated 2/14/20

2. All plans are subject to the review and approval of the City Engineer including comments from city consultants reviewing the plans prior to work commencing on the site.
 3. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.
- B. **Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division and Engineering recommends approval of the final plat and PUD development plans for Settlers Ridge North subject to the conditions stated above.

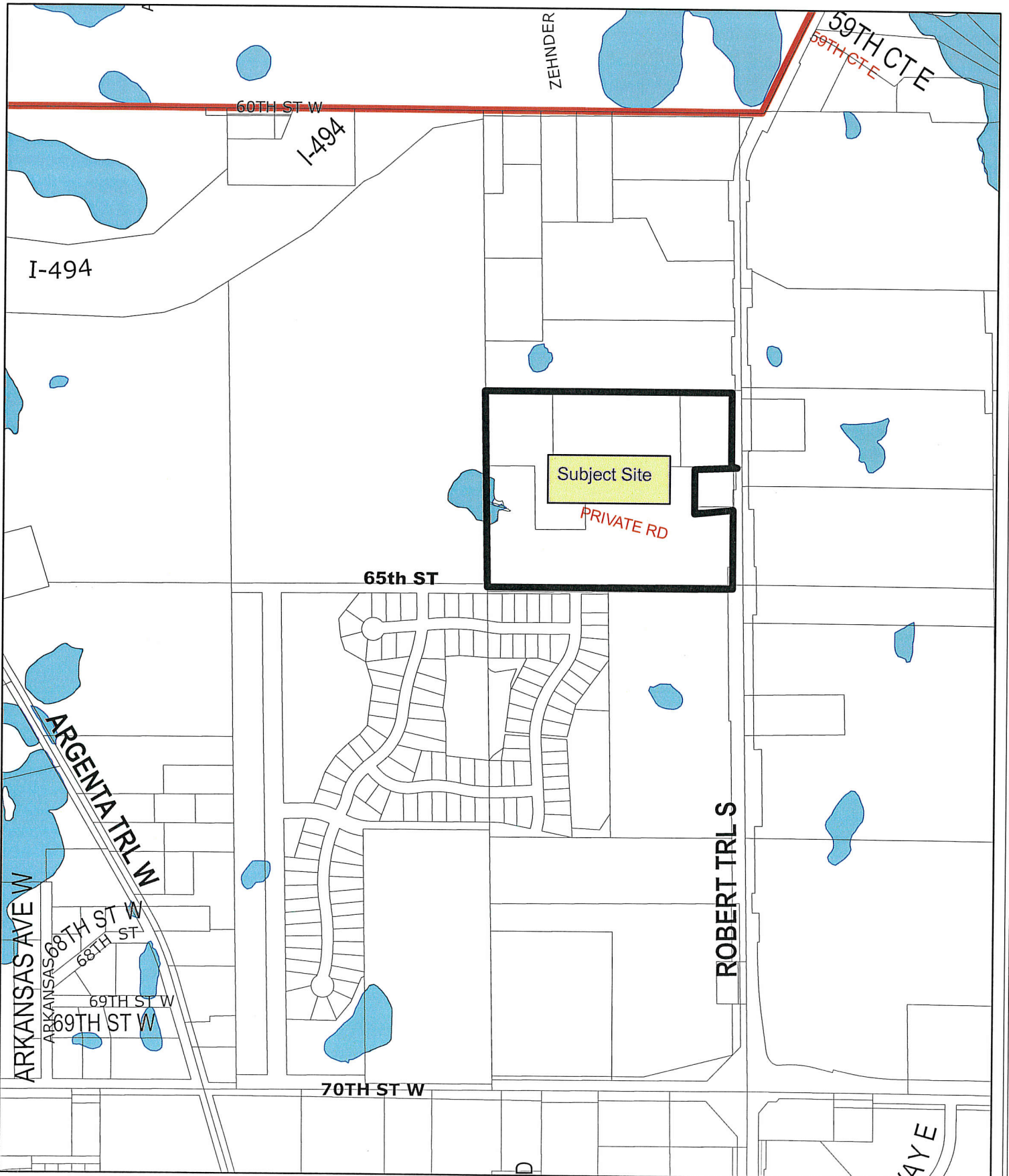
ATTACHMENTS:

Location Map
Applicant Narrative
City Engineer Review Memo dated 2/14/20
Preliminary PUD conditions of approval and site plan
Final Plat
Final Site Plan
Open Space Plan
Grading Plan
Landscape Plan
Tree Preservation Plan



Location Map

Case No. 20-02PUD





January 8th, 2020

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Attached please find our Final Plat application for Settlers Ridge North, a 66 lot single family residential development located at 6477 Robert Trail South (15.89 acres). There are three additional PID's that are included in this application. Additional parcels included; 20-00600-03-051 (5.22 acres), 20-00600-03-020 (6.14 acres), and 20-00600-03-034 (3.01 acres). Total gross acres in this plat application is 30.26.

Source Land Capital would like to submit this final plat application for review.

This final plat application includes all of the resolutions listed in the approved preliminary plat application. Attached is a copy of those conditions of plat.

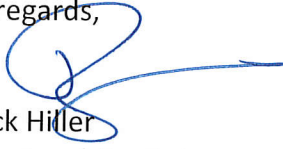
One of the conditions listed here included approvals from MnDot. Those comments have been shared with city staff, and also incorporated in our plat application.

Source Land Capital has partnered with U.S Home Corporation (Lennar) on the project. They will complete the site grading, home building, and all other construction related responsibilities. They have requested that we work together on the developer's agreement as we attain final approvals for the site.

U.S. Home Corporation and Source Land Capital are requesting final plat approval for the entire project. However, Lennar has requested to phase the development into two additions. First addition will include the southern 25 SF lots that are served by gravity sewer. Addition two will include all of the remaining SF lots, which are served via lift station. Source and Lennar have agreed to let city staff and the consultant, Bolton & Menk, design the lift station to service these remaining lots.

Thank you in advance for your consideration.

Best regards,

A handwritten signature in blue ink, appearing to be 'Patrick Hiller', with a stylized flourish extending to the right.

Patrick Hiller
Source Land Capital

MEMO

CITY OF INVER GROVE HEIGHTS

DATE: February 14, 2020
TO: Allan Hunting, City Planner
FROM: Thomas J. Kaldunski, City Engineer *TJK*
SUBJECT: Engineering Review of Settler's Ridge North (aka Windsor Ridge)

The City Council approved the preliminary PUD for Windsor Ridge on October 28, 2019. This approval included several items that needed further clarification in the final plat as summarized:

1. The Stormwater Management Plan needed modifications to ensure compliance with the City's NWA standards such as retaining runoff and mimicking the natural hydrologic discharges.
2. The City Council authorized EOR, a City stormwater consultant, to review modifications to the stormwater plan.
3. A MnDOT drainage report is required before construction begins.

Subsequently, the developer has submitted a final PUD application for Settler's Ridge North which will be developed in two phases. The first phase includes complete site grading, implementation of the approved stormwater plan and all improvements on Alvina Court and a portion of Agate Trail.

EOR has reviewed the Stormwater Management Plan for S.R.N. to ensure its compliance with the NWA standards. A copy of EOR's approval memo is attached. A summary of stormwater management improvements that have been done at their guidance includes:

1. Stormwater reuse system has been planned and expended for irrigation areas/green spaces in the SE quadrant to account for volumes up through large events (100-year).
2. The SW area has had soil borings done to identify infiltratable soils, the infiltration systems, and pretreatment basin have been reconfigured to promote more infiltration using the good soils.
3. Soil borings were taken throughout the proposed project and stormwater facilities to confirm and resize the distributed stormwater facilities (rain gardens, infiltration systems, and stormwater reuse systems) based on the additional soil investigations/borings.
4. The overflow and stormwater distribution systems/locations were further refined. The plan adjusted the overflow to the northeast to better balance the runoff volumes for the range of events.

Two drawings are attached to this memo to illustrate the updated stormwater management systems. The stormwater responsibility map illustrates City-maintained regional basins in green. The HOA maintained systems of pretreatment basins, infiltration basins, rain gardens and the stormwater reuse pump locations are shown in salmon color. Storm sewer systems are shown in black.

The stormwater reuse and BMP exhibit illustrates the footprint of the irrigation system on the outlots in the SE area of the PUD in red. Rain gardens and infiltration basins are shown in pink.

The illustration of the stormwater facilities as outlined will ensure compliance with the City's NWA standards. EOR, Barr Engineering, and Westwood have worked cooperatively to prepare this Stormwater Management Plan.

MnDOT has reviewed the PUD drainage plan. They established the following conditions to secure the drainage permit.

MnDOT WRE offers the following comments:

1. As proposed, the system relies on the operation of a valve to restrict the rate and volume of flow from the site. As a result of the system requiring manual operation, MnDOT has the following conditions:
 - (a) The initial MnDOT drainage permit would be valid for five years and be renewed in five-year increments.
 - (b) The City of Inver Grove Heights must be responsible for the operation of said valve. Documentation of this responsibility, such as a developer's agreement between the City and developer is required.
 - (c) The City must contact the MnDOT Water Resources Engineer and/or MS4 Engineer 48 hours prior to opening the gate, when they have closed the gate, and report the estimated volume of water discharged.
2. The drainage report discusses using irrigation reuse on the site to control water levels. Details of the proposed system outside of the report text were provided for review. Maps showing what is proposed to be irrigated, basic calculations on water reuse, etc. are required in order to accept the modeling reports as valid. MnDOT is concerned that there does not appear to be significant park or other public areas where this would appear feasible. Irrigation will occur in outlot open spaces.
3. The alignment of the proposed outlet from pond P-01-SE appears to be mis-aligned with the existing pipe under T.H. 3 that could result in a higher erosion potential. The pipe outlet should be relocated further to the north.
4. The HydroCAD models as provided did not include the unit hydrograph file "SCS_PeakFactor400" so the reports were relied on for this review. The unit hydrograph file must be provided prior to permit approval.
5. The project plans show two rain gardens at the north east portion of the site, each with a piped outlet shown in the HydroCAD modeling but nothing shown on the project plans. Details of the proposed outlets should be provided for review.

MnDOT has indicated their schedule should allow them to issue the drainage permit about February 14, 2020. This permit should be in place before Council action on February 24, 2020.

The developer is finalizing the civil construction plans based on City comments and this updated stormwater plan. It is anticipated that the revised plans will be submitted and approved by the February 24, 2020 Council meeting.

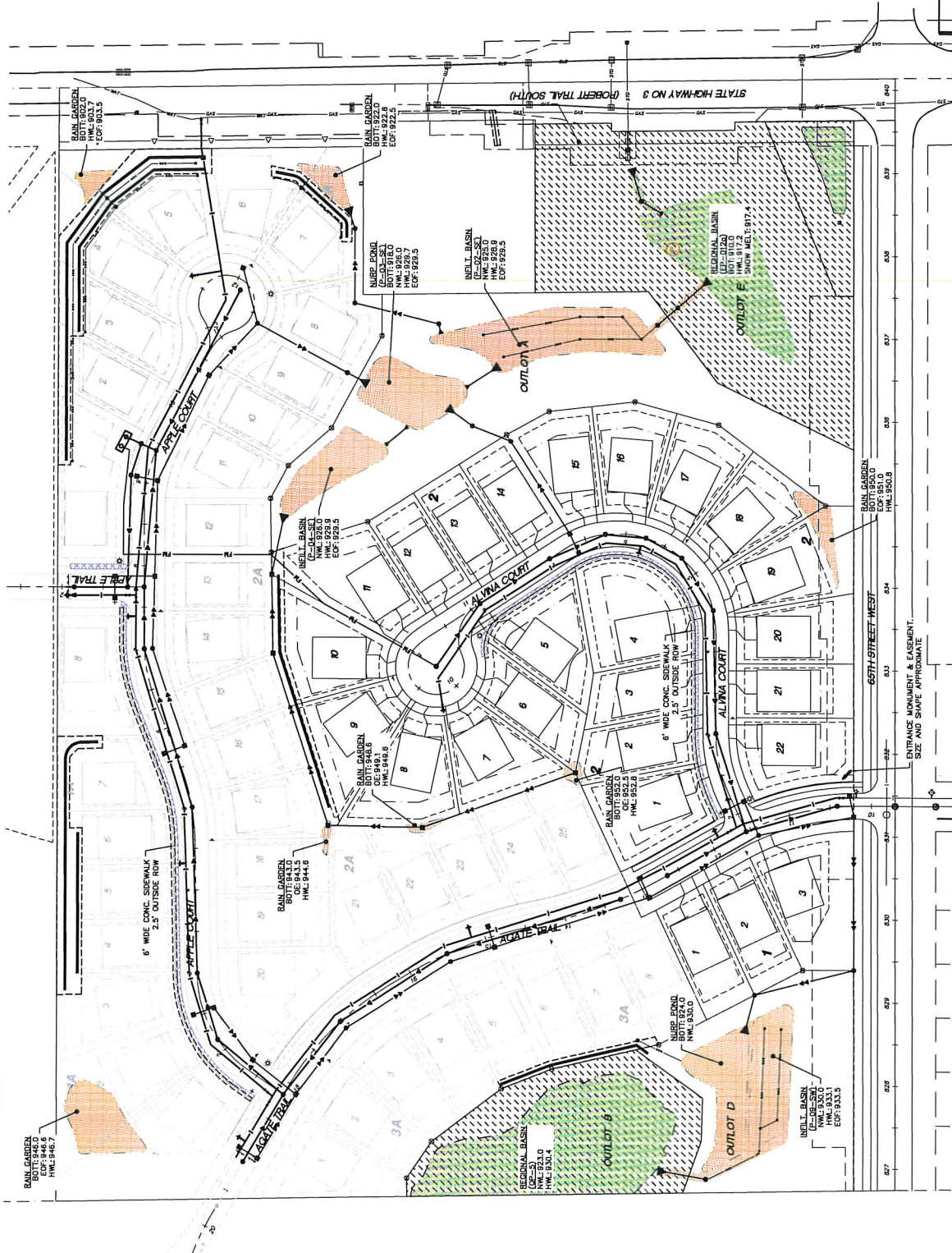
It is my recommendation that the Planning Commission and City Council approve the PUD for Settler's Ridge North as outlined in this memo and the Engineer's October 24, 2019 letter of recommendation with conditions.

TJK/kf

cc: Mayor and City Council
Joe Lynch, City Administrator
Scott D. Thureen, Public Works Director
Tim Kuntz, City Attorney
Pat Hiller, Source Land
Joe Jablonske, Lennar
John Bender, Westwood Engineering
Brett Emmons, EOR
Greg Fransen, Barr Engineering
MnDOT Water Resources

LEGEND:

- DENOTES BMP/UTILITIES MAINTAINED BY FUTURE HOA
- DENOTES BMP/UTILITIES MAINTAINED BY CITY
- DENOTES OUTLET TO BE CEDED TO CITY
- DENOTES SIDEWALK REQUIRING EASEMENT OUTSIDE ROW
- DENOTES RETAINING WALL
- DENOTES UNRESOLVED PUMP SYSTEM MAINTAINED BY FUTURE HOA



Latest Revision Date 02/13/20
02/13/2015 - Responsibility Map.dwg
Date 02/03/20 Sheet 1 OF 1

Westwood

Project: 12791 Settlers Ridge North, Suite D
12015 45th Avenue North, Suite D
Plymouth, Minnesota 55446
Westwood Professional Services, Inc.

Prepared for:

Client: JTB
Check: JTB
Drawn: JTB
Revised: JTB

Prepared by:

Source Land Capital
12015 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Settlers Ridge North
Responsibility Map

Project Name | Windsor Ridge Development
To / Contact info | Tom Kaldunski IGH
Cc / Contact info | Greg Fransen, Barr Engr.
From / Contact info | Brett H. Emmons, PE EOR
Paula Kalinosky, PE EOR
Christian Burnson, PE EOR
Regarding | Stormwater Management Review, Final Plat, Settler's Ridge North

Date | 02/14/20

Review of Final Stormwater Management Submittal for Settler's Ridge PUD

This memo contains engineering review comments on the proposed Settlers Ridge development (formerly known as Windsor's Ridge) to be located within the City of Inver Grove Heights Northwest Area (NWA). This memo is an update of engineering review comments previously provided by EOR in memos dated 6/13/19 and 10/24/19. The comments provided are based on review of items included in the final construction plan submittal including:

- Construction plans prepared by Westwood Professional Services, dated 1/6/20 including:
 - Grading, Drainage, and Erosion Control Plans
 - Sanitary Sewer, Water Main, Storm Sewer, and Street Plans
 - Micro Drainage Map for Settlers Ridge North
- Comments prepared by City Engineer regarding the above referenced construction plans
- Storm Sewer Calculations prepared by Westwood Professional Services, Inc. dated 1/6/20
- Water Reuse & BMP Exhibit prepared by Westwood, dated 10/18/19
- Stormwater Management Plan for Settlers Ridge North prepared by Barr Engineering dated January 2020
- Stormwater modeling files (HydroCAD) prepared by Barr Engineering, dated 01/06/2020
- Materials included in the preliminary PUD application submittal
- Supplemental information and clarifications provided by Greg Fransen, Barr Engineering through email and telephone communications with EOR

The items listed above were reviewed for conformance with the Inver Grove Heights Northwest Area Stormwater Ordinances and Manual. Per Ordinance 10-13J-5H, the stormwater manual is fully incorporated by reference into the Stormwater Management Ordinance for Planned Unit Development in the Northwest Area Overlay District (City of Inver Grove Heights, §10-13J-5.H.5).

Distributed-LID Stormwater Management Approach

- ☒ Meets the intent of the NWA Standards
☐ Some clarifications and/or revisions required
☐ Does not meet the intent of the NWA Standards

Additional distributed stormwater practices have been incorporated into the latest iteration of the plan. These include:

- Infiltration rock trenches adjacent to street curb lines along Agate Trail (*to be removed, once reconfigured basin design is verified*)
- Raingardens in backyard areas (*to be expanded and inlets moved*)
- Stormwater harvest and use for irrigation on 2.6 acres green space

A portion of the site's runoff is treated with distributed infiltration BMPs. Additional volume control benefits are derived from stormwater harvest and use/reuse – which is a relatively new approach and is considered in this case as a distributed practice.

Regional Basins

- ☒ Regional Basin Management Standards satisfied – **EP-010a(F), EP-010b, QP-5**
- ☒ Proposed impacts require are acceptable if approval by the City Engineer – **EP-012a(F), EP-012b(F)**
- ☐ Some clarifications and/or revisions needed
- ☐ Does not meet the intent of the NWA Manual

The site is intersected by the 100-year flood plain of three Regional Basins, QP-5, EP-012a(F), and EP-12b(F). Regional basins EP-012a(F) and EP-012b(F) are located entirely within the site boundary. These basins have a 'flex' (F) designation, indicating that, with the approval of the City Engineer, basin storage volumes/infiltration capacity may be manipulated if in-kind mitigation is provided on site within the same drainage area.

In addition to the three regional basins that intersect the site boundary, portions of the existing site drain to two offsite basins – EP-010a and EP-010b.

Table 1. Regional Basin Data, Windsor Ridge PUD

Basin ID	Overflow Category	Existing Conditions			Contributing Drainage Area within Project Boundary (ac) ³	
		100 year HWL ¹ (ft)	NOF ¹ (ft)	NWL ¹ (ft)	Existing	Proposed
EP-012a (F)	1	907.4	906.9 ²	906	7.78	6.53 (+11.53) ^{4, 5}
EP-012b (F)	1	931.3	933	926	5.02	11.54 ⁴
QP-5	2	930.5	939	923	8.85	8.69
EP-010b	1	908.3	911	897	5.29	1.90
EP-010a	1	897.0	897.0	880	4.36	2.63
TOTAL					31.3	31.3

¹Robert Watershed Corridor Regional Basin Map, August, 2018 and IGH 4th Generation WRMP for QP-5. (4th Generation Plan values for EP-12a and EP-12b are not included and different for others.)

²Elevation of existing 24-inch culvert from Robert Watershed Corridor PCSWMM model (Wenck, 2019).

³Existing and proposed drainage areas, per Settler's Ridge North HydroCAD model, January 2020.

⁴EP-12b drainage is included for both EP-12a & EP-12b. Under proposed conditions, Regional Basin EP-012b is modified with the NOF lowered and overflows routed to Regional Basin EP-012a, effectively increasing the drainage area of EP-12a.

⁵Overflow from Regional Basin EP-012a is directed to EP-013 via an existing MNDOT culvert under T.H. 3.

Comments:

- Under proposed conditions, drainage boundaries between regional basins will shift (typically not done) resulting in decreased drainage to basins QP-5, EP-101b, and EP-10a and increased drainage directed to regional basin EP-012b (Table 1. Regional Basin Data, Windsor Ridge PUD) compared to existing conditions. This modification requires approval by the City Engineer.
- Under proposed conditions regional basins EP-12a(F) and EP-012b(F) will be modified with the bulk of storage capacity being provided by stormwater harvest and reuse pond P-01-SE (roughly in location of EP-12a).

Wetlands

- ☒ Meets the NWA standard for Wetland Management
- ☐ Some clarifications and/or revisions required
- ☐ Does not meet the NWA standard for Wetland Management

One wetland, Regional Basin QP-5, is located partially within the project boundary (Table 3). Wetland buffer and retaining wall setbacks were approved during by the City Engineer under the preliminary PUD approval.

Table 2. Wetlands located within/partially within the proposed project boundary.

Wetland ID	Management Classification	Required Buffer (ft)	100 –year Bounce Elevation ¹	Structural Setback from Edge of Buffer
QP-5	3	20	No requirement	10'

¹100-year, 24 hour rainfall event, Atlas 14 depth (7.43").

Existing & Proposed Hydrology

- ☐ Hydrologic modeling is consistent with guidance in the NWA Manual
- ☒ Some clarifications are needed in the final construction plan/stormwater plan
- ☐ Hydrologic modeling is NOT consistent with guidance in the NWA Manual

Catchment delineations, proposed CNs (*pending final stormwater plan review*), and Tc values are consistent with guidance in the Chapter 9 of the NWA manual and Section 9-5-8 of the City Code. Rainfall events have been modeled using Atlas-14 Precipitation-Frequency and storm distribution updates.

Comments:

3. Land covers for several catchments include areas of amended soils. Submit a soil amendment and restoration specification so that proposed CN value can be confirmed.
4. Show areas of proposed soil amendment on the Erosion Control and Restorations Plans.

Soils and Design Infiltration Rates

- ☐ Proposed stormwater management utilizes appropriate soil infiltration rates
- ☒ Design infiltration rates are appropriate contingent on verification of design revisions reported by the developer in verbal communications.
- ☐ Soil infiltration rates are not adequately supported by soils data

An additional nine soil borings were collected at the site since the preliminary plat submittal in October 2019. Soil boring logs with hydrometer analyses for SM soils were included in the revised stormwater memo. A summary of modeled infiltration rates and corresponding rates from NWA guidance documents is shown in Table 3 below.

The report discusses the use of infiltrometer testing to confirm soil infiltration rates used in the modeling during rough grading operations. Although additional testing may allow for a more accurate design, we recommend caution in the approach since it is not clear how the infiltration rates would be certified during construction and how designs might be modified after City approval is

granted for the development. A better approach would be to use conservative infiltration rates, as outlined in the NWA manual. This would account for the worst-case scenario with respect to restrictive soil layers. If better soils are encountered during construction, the project would still be in compliance with the performance criteria.

Comments:

5. Quantify composition and quantity of backfill for infiltration P-08-SE. Poor quality fill, if used in this location and/or adjacent areas, will inhibit infiltration.
6. A higher infiltration rate may be used in P-09-SW if the basin can be configured in a manner that allows the infiltration area to intersect SP-SM soils found consistently in borings on the eastern portion of the facility (soil boring SB-10-, SB-11, SB-12, SB-6).
7. Revise infiltration rates in the stormwater model per NWA guidance and/or provide additional detail regarding how BMPs will interface with preferable soil layers. Recommended design infiltration rates are summarized in Table 3.
8. Include instructions for field testing soils so that construction phase changes can be accommodated.

Table 3. Stormwater BMP Infiltration Rate Summary

Infiltration rates applied in the HydroCAD model that are shown in **bold red font** exceed the recommended rate from NWA guidance.

Infiltration Facility	Practice Description	Additional Soils Provided Jan 2020	Design Infiltration Rate (in/hr)		Updated Soil Boring Comments
			HydroCAD	NWA Guidance	
P-02-SE	Infiltration area in WS P-02-SE	SB-1007	0.45 ^A	0.2 - 0.7	SB-1007 indicates SM with <5-12% clay (0.2 in/hr) at practice elevation and depth. Previous borings (SB-6, SB-7, SB-8, SB-9) indicate variable fines content at practice depth, but potential to interface with SP-SM soil (SB-8, 1/22/19) in some areas (0.7 in/hr) ^A .
P-04-SE	Infiltration area upstream of P-03-SE Wet Pond	n/a	0.3	<0.2	Soils borings indicate clayey soils from the practice invert to a depth of 7.5 feet (SB-8 ^B) or greater (end of boring @14.5 feet, SB-4 ^B).
P-05-SE	Backyard inf. area	n/a	0.1✓		No boring at this location. Based on soils in boring SB-4 (1/23/2019) modeled rate is reasonable.
P-06-SE			0.2✓	0.2	SB-4 (1/21/19), ML soils at facility elevation and depth.
P-07-SE			0.2✓	0.2	SB-6 (1/22/19), ML soils at facility elevation and depth.
P-08-SE	Backyard inf. area	SB-1008	0.45^C	<0.2 - 0.2	Proposed practice invert (950 ft) is 13 feet above existing ground elevation (937.2 ft). Boring SB-1008 ^B indicates sandy lean clay to a depth of 4 feet.
P-09-SW	Infiltration Area upstream of QP-5	n/a	0.45✓	0.3 - 0.7	Configure practice to intersect SP-SM soils found at SB-10 ^B , SB-11 ^B , SB-12 ^B , and SB-6 ^B .
P-10-SW	Rock Trench	SB-1001 SB-1002 SB-1003	0.3	0.2	Soil boring indicate SM layers have variable fines ranging from 17% - 55% at applicable elevations. NWA guidance varies from <0.2 - 0.2 in/hr based on soil layer and boring variability.
P-11-NW	NW Infiltration Area	SB-1004 SB-1004A	0.1✓	<0.2	Soils are very fine grained in this area >50% passing #200. NWA guidance <0.2 in/hr.
P-12-NE	Backyard inf. Area in NE corner of plat	SB-1006	0.45✓	0.2 - 0.6	Soil boring SB-1006 ^B indicates potential for lateral migration of water (SP soils at elevation 903 - 900 feet); but soils with greater fines content below (31.3% silt, 12% clay @ 896.3 feet)
P-13-NE	Infiltration area going to MNDOT Ditch	SB-1005	0.45	<0.2	Soils boring SB-1005 ^B (11/13/2019) indicates high clay content at facility elevation and depth (SM soil 3.4% silt, 14.4% clay).

^A Include excavation depth needed to connect to SP-SM soils and outline backfill method that will be used to preserve hydraulic connection in facility detail.

^B Soil boring log included in the appendices to this memo.

^C Soils at existing grade (937 ft) do not support modeled design infiltration rate. Quantify composition and volume of backfill to justify higher infiltration rate.

5-year Volume Control Standard

- ☐ Proposed stormwater management achieves the 5-year volume control standard
- ☒ Approval contingent on verification of plan revisions reported by the developer through verbal communications.
- ☐ Proposed stormwater management does not achieve the 5-year volume control standard

Per City Ordinance 10-13J-5.H.1, all development in the northwest area overlay district shall be designed such that post development runoff volumes are treated with volume control BMPs to match predevelopment runoff volumes for the 5-year 24-hour rainfall event. This applies to all developed areas. Due to the proposed shift in drainage boundaries within the site (see Regional Basins), the City Council has also required that the design provide volume control for the 100-year rainfall events to protect downstream properties from flooding and flow impacts.

The status of volume control requirement is summarized in Table 4. Since the design includes proposed changes to regional basin drainage boundaries volume control for the 100-year snowmelt event is also included in the table. We anticipate that, with some minor adjustments, the current design can meet the 5-year volume control standard and the 100-year volume control requirement; however some clarifications and revisions are needed before compliance with the standard can be confirmed.

Table 4. Status of volume control requirements by site discharge point.

Site Discharge to Regional Basin	5-year Volume Control Standard Met?	Special Volume Control	
		100-year, 24 hour Rainfall	100-year snowmelt event
EP-010a	TBD ^A	TBD	Yes
QP-5	TBD	TBD	Yes
EP-012a (to EP-013) ^B	Yes	Yes	Yes
EP-010b	TBD	Yes	Yes

^ATBD = Volume control to be re-evaluate when comments in the memo have been addressed.

^BVolume control is achieved through stormwater harvest and use at proposed basin P-01-SE. See the Stormwater Harvest and Use Section for additional comments.

Comments:

Five-year Volume Control

- SW Quadrant (draining to QP-5) basins are reconfigured to utilize better infiltrating soils, which is appropriate. Need to confirm infiltration rates and sizing meet standards and thus removing infiltration trenches along street meets volume control standards.

100-year Volume Control (Special Requirement)

- Provide detail for a wet well or pump station bay in basin P-01-SE/EP-12a to demonstrate that storage capacity in P-01-SE/EP-12a above the pump operation elevation is sufficient to contain runoff during the 100-year snowmelt event. See also comments under Stormwater Harvest and Use.
- We recommend that a catch basin be installed on the south end of the retaining wall along Regional Basin QP-5 at the wall corner to prevent flow from scouring areas around the edge of the retaining wall.

Stormwater Harvest and Use

- ☒ Proposed harvest and use is sized appropriately
- ☐ Some clarifications and/or revisions are needed

Volume control for discharge to basin EP-012a (to EP-013) relies on stormwater harvest and reuse for irrigation in pond P-01-SE.

The developer proposes to use water retained in this pond to irrigate approximately 1.5 acres of green space within the site. Regular draw down of the pond through use for irrigation will preserve storage capacity in the pond that is necessary to meet the 5-year volume control standard at this discharge location as well as the special requirement to meet volume control for the 100-year rainfall and snowmelt events.

Comments:

12. Submit full irrigation plan for detailed review prior to implementation .

Peak Rate Control Standard

- ☐ Proposed peak rates are consistent with the NWA stormwater ordinance
- ☒ Proposed peak rates are consistent with the NWA stormwater ordinance contingent on verification of design revisions reported by the developer in verbal communications.
- ☐ Proposed peak rates are inconsistent with the NWA stormwater ordinance

In the current model, some peak rates exceed the predevelopment levels. Small discrepancies in pre- and post- development peak rate may be acceptable if discharge rates are not erosive and volume control standards have been met. Peak rates will be reevaluated when storm water modeling has been revised per previous comments in this memo.

Comments:

13. Provided an updated summary of existing and proposed peak runoff rates.

Pretreatment Standard

- ☐ Proposed pretreatment is consistent with guidance in the NWA Manual
- ☒ Some clarifications and/or revisions needed regarding proposed pretreatment
- ☐ Proposed pretreatment is not consistent with performance standards for the NWA.

Under proposed conditions, runoff from all impervious surfaces is directed to pervious areas, routed through grassed swales, or directed to other pretreatment BMPs prior to being discharged to infiltration practices or offsite. Pretreatment is not quantified in the drainage report, but based on a preliminary assessment likely meets the NWA standards

Comments:

14. Provide calculations summarizing sizing for all pre-treatment BMPs.

Flood Levels and Low Floor Elevations

- ☐ Low floors are consistent with guidance in the NWA Manual
- ☒ Some clarifications and/or revisions needed regarding low flow elevations
- ☐ Low floor elevations are not consistent with freeboard requirements for the NWA.

Low floors were evaluated from the construction plans and stormwater model output. Low floor elevations should be rechecked when revision to infiltration rates have been made and are incorporated into the report. In its current form, freeboard requirements are met for the majority of the development, with the exception of several lots located northeast of the stormwater facilities P-03-SE and P-04-SE [approximate EP-12b(F) location]. Freeboard requirements for low floors are listed in Table 5

Table 5. Freeboard requirements for regional basins, Settler's Ridge North.

Basin ID	Overflow Category	Low Floor Elevation
EP-012a (F)	1	Elevation TBD based on final design (Maximum of HWL + 2 ft OR NOF + 1 ft)
EP-012b	1	
QP-5	2	936.5 feet (HWL + 6 feet)
Storm Basins	Maximum of HWL + 2 ft OR EOF + 1 ft	
All Basins	Back-to-back 100 year HWL + 1 foot FB for protection of structures	

Comments:

15. Summarize minimum low floor elevations for each facility after stormwater modeling has been updated per comments in this memo.
16. Provide results for back-to-back 100 year rainfall HWL + 1 foot FB in revised stormwater plan.

Facility Design

Due to recent design changes, review and comment on facility design are in progress. Full comments will be provided and should be addressed prior to issuance of a grading permit.

Comments:

17. The surface area of rain gardens in backyard areas (PR-05-SE, PR-06-SE, and PR-07-SE) should be increased to take advantage of open space in these areas and increase the volume control benefit provided by these facilities.
18. The outlet structures in backyard rain garden facilities should be located in the embankment/slope of the facility to prevent leakage and improved aesthetics.

10-year Storm Sewer Calculations

No critical issues were flagged regarding 10-year design storm calculation. Review and comments on recent revision is in progress. Comments will be provided and should be addressed prior to issuance of a grading permit.

Erosion and Sediment Control

Review and comment on Erosion and Sediment Control plans are in progress. Comments will be provided and should be addressed prior to issuance of a grading permit.

Comments:

19. Please provide a complete SWPPP for the proposed development. Items that should be reviewed include (but may not be limited to):
 - a. Temporary seeding plan
 - b. Temporary sedimentation basins
 - c. Treatment of steep slopes

- d. Pumping in P-01-SE during the construction phase (as needed)

Landscape, Seeding, and Restoration Plans (stormwater facilities)

Review and comment on Landscape and Seeding plans are in progress. Comments will be provided and should be addressed prior to issuance of a grading permit.

Summary

Through verbal communication, the developer has provided changes to address the primary design deficiencies described in recent engineering comments previously submitted by EOR and additional comment shared with the developer during this review. The following summarizes some of the main changes made:

1. Reuse SE – Expand irrigation area/green space in the SE quadrant [EP-12a(F)] to account for volumes up through large events (100-yr).
2. SW Quadrant (draining to QP-5) – Reconfiguration of basins to utilize better infiltrating soils (see additional borings). Plan to remove infiltration trenches along street once they demonstrate the reconfigured infiltration system is sufficient for volume control. Reuse in SW quadrant was considered but may not be necessary if reconfigured basins meet standard.
3. Soil Borings Added – Confirming the sizing/resizing of distributed practices
4. Overflow Configuration Refined – Adjusted the overflow to the northeast (NE) [to EP-10a] to better balance volumes for range of events

As a condition of approval, final plans, stormwater report, and modeling shall be provided showing compliance with the NWA volume control and regional basin management standards. Revisions should be verified prior to issuance of a grading permit. Engineering comments on detailed matters are in progress for smaller design consideration, particularly comprehensive erosion control plans (including phasing) and landscape plans. We recommend that the additional comments described in this memo be addressed along with verification of design revisions as a condition of the grading permit.

PRELIMINARY PLAT RESOLUTION

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN CONSISTING OF 66 SINGLE FAMILY LOTS AND TWO (2)
OUTLOTS FOR THE PLANNED DEVELOPMENT TO BE KNOWN AS WINDSOR RIDGE**

CASE NO. 19-14ZPD

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property legally described as;

SEE EXHIBIT A

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on May 7 and May 21, 2019;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for the planned development of Windsor Ridge is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	10/18/19
Preliminary Open Space Plan	10/18/19
Preliminary Grading Plan	10/18/19
Preliminary Utility Plan	10/18/19
Preliminary Sanitary/Watermain Plan (4 sheets)	10/18/19
Preliminary Street and Storm Sewer Plan (4/sheets)	10/18/19
Preliminary Storm Sewer Plan	10/18/19
Preliminary Overall Tree Preservation Plan	10/18/19
Preliminary Landscape Plan	10/18/19

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the ~~Director of Public Works~~ **City Engineer including addressing comments from the City Engineer's memo dated 10/24/19.**
3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
4. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots. **The control valve in Regional Basin EP-12A shall remain closed unless the City determines an emergency exists or anticipates an emergency or landowner to the east request the valve be open. The City shall have the authority to utilize this gate valve as part of its normal operation and maintenance of the regional basin.**
8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
9. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing. Final details of the amounts to be paid shall be part of the final PUD plan review.
10. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department

Location of Conservation Easement and Open Space	City Council
---	--------------

11. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
12. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
13. The following documents shall be recorded when the plat is recorded:
 - Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning;
 - Open Space Agreement;
 - Water Reuse Agreement.
14. Prior to City Council review of the final PUD development plans, the Developer must respond to all the comments from all memos from the City Engineer, Barr Engineering and from the EOR memo dated 10/24/19.
15. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.
16. The reforestation shortage of 642 trees shall be addressed as required by the City Council.

Passed this 28th day of October, 2019.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joseph Lynch, Interim Deputy Clerk

Property Description:

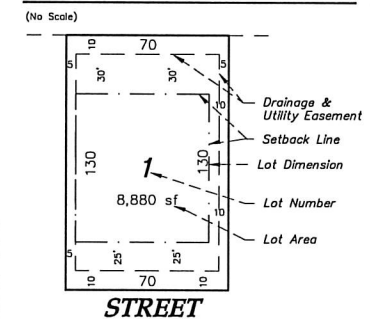
See Existing Conditions sheet for property description.

REGISTRATION OF THE PROPERTY IS IN PROCESS

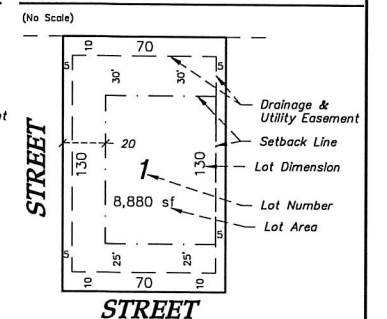
Development Data

EXISTING ZONING	AGRICULTURE
PROPOSED ZONING	R-1C (PUD)
SITE AREA	30.25 ac
PROPOSED HOMES	66
GROSS DENSITY	2.18 un/ac
PROPOSED SETBACKS (minimums)	
FRONT	20 ft min; 30 ft max; 25 ft typical
SIDE	7.5/7.5 ft (15 ft total)
SIDE CORNER	20 ft
REAR	30 ft
HWY 3	50 ft
65TH STREET	40 ft (except as noted, L11B3)
NET DEVELOPABLE AREA:	
GROSS AREA	31.25 AC
LESS EXCEPTION AREA	1.0 AC
LESS MAJOR R/W (HWY 3)	1.61 AC
LESS WETLANDS	0.92 AC
NET DEVELOPABLE	27.72 AC
REQUIRED OPEN SPACE: (20% of net developable)	
-CONTIGUOUS OPEN SPACE: (75% of required open space)	4.16 AC
-UNDISTURBED OPEN SPACE: (50% of required open space)	2.77 AC
PROVIDED OPEN SPACE: (25% of net developable)	
-CONTIGUOUS OPEN SPACE: (Outlot A)	4.45 AC
-UNDISTURBED OPEN SPACE: (Outlot A undisturbed; 2.20 ac) (Outlot B undisturbed; 0.99 ac)	3.19 AC

Typical SF Lot Detail



Typical Corner Lot Detail



Development Notes

- 1.) ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
- 2.) ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- 3.) STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
- 4.) DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED.
- 5.) STREET WIDTHS SHOWN ARE FROM BACK OF CURB TO BACK OF CURB.



PRELIMINARY

NOT FOR CONSTRUCTION
Latest Revision Date: 10/18/19

Date: 04/08/19 Sheet: 3 OF 25

Windsor Ridge

Inver Grove Heights, Minnesota

Source Land Capital

18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Prepared for:

Designed: SRS
Checked: CWM
Drawn: SRS
Record Drawing by/Date:

Revisions:
04/28/19 City Comments
05/15/19 City Comments

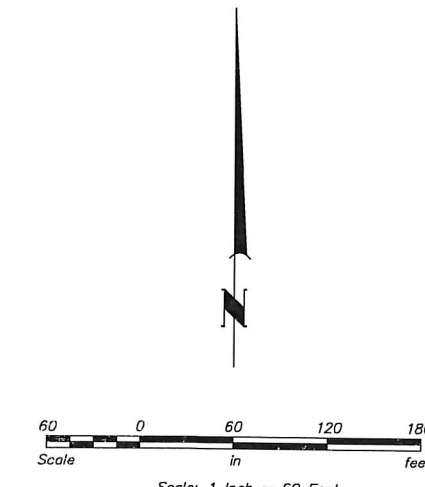
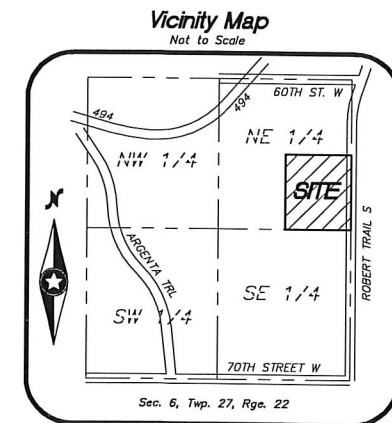
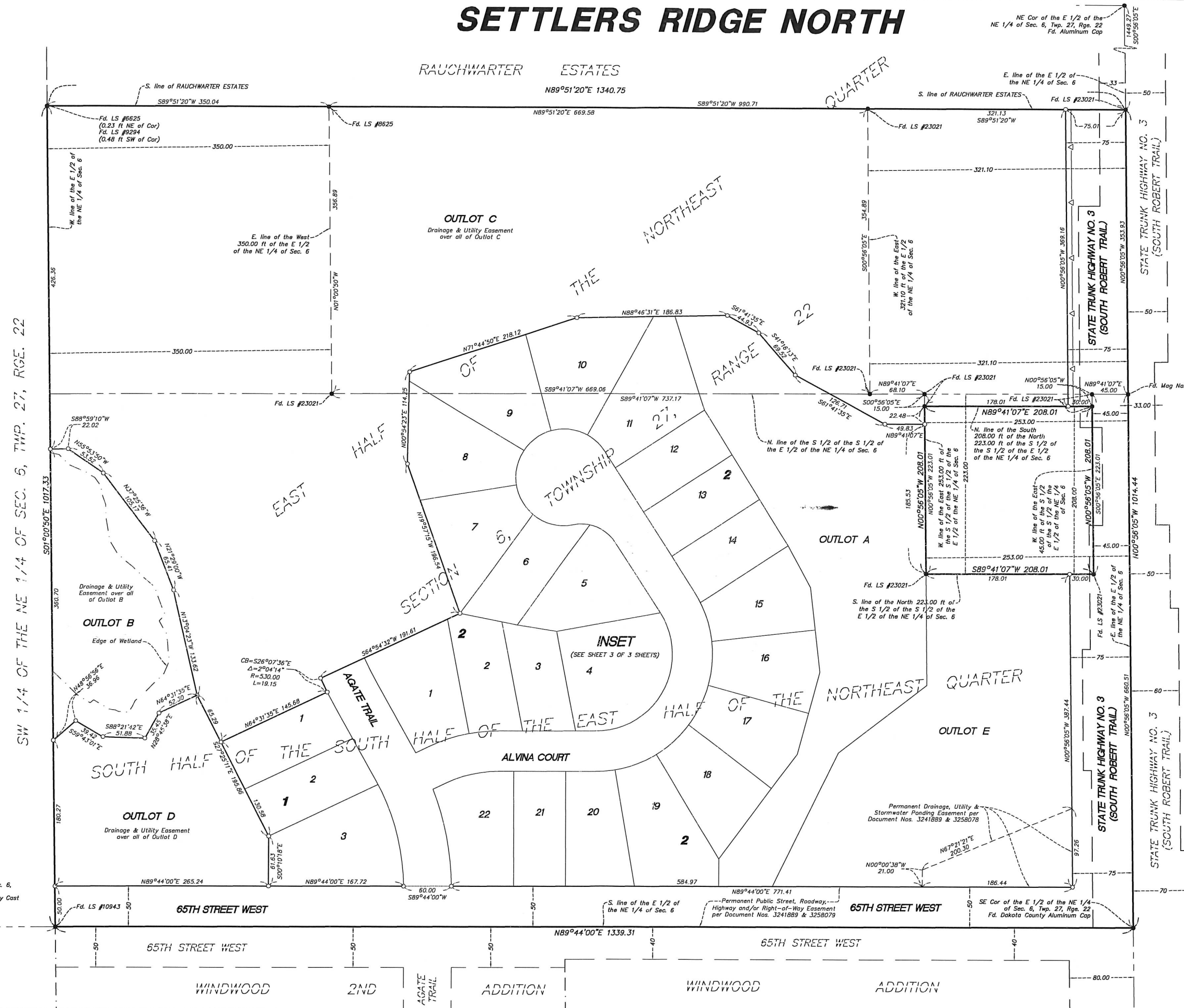
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL SURVEYOR under the laws of the State of Minnesota.

Craig W. Morse
Date: 10/18/19 License No. 23021

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite 300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

SETTLERS RIDGE NORTH



The South line of the East Half of the
Northeast Quarter of Section 6, Township 27,
Range 22 is assumed to bear N 89°44'00" E.

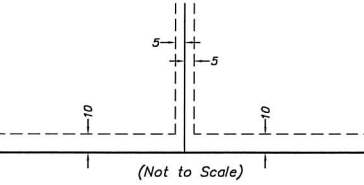
- Denotes 1/2 inch by 14 inch iron rebar set and marked by License No. 44123
- Denotes iron monument marked as shown

Westwood
Professional Services, Inc.

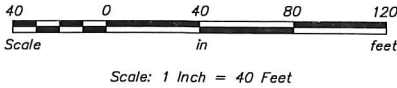
SETTLERS RIDGE NORTH

INSET
(FROM SHEET 2 OF 3 SHEETS)

Drainage and Utility Easements are shown thus:



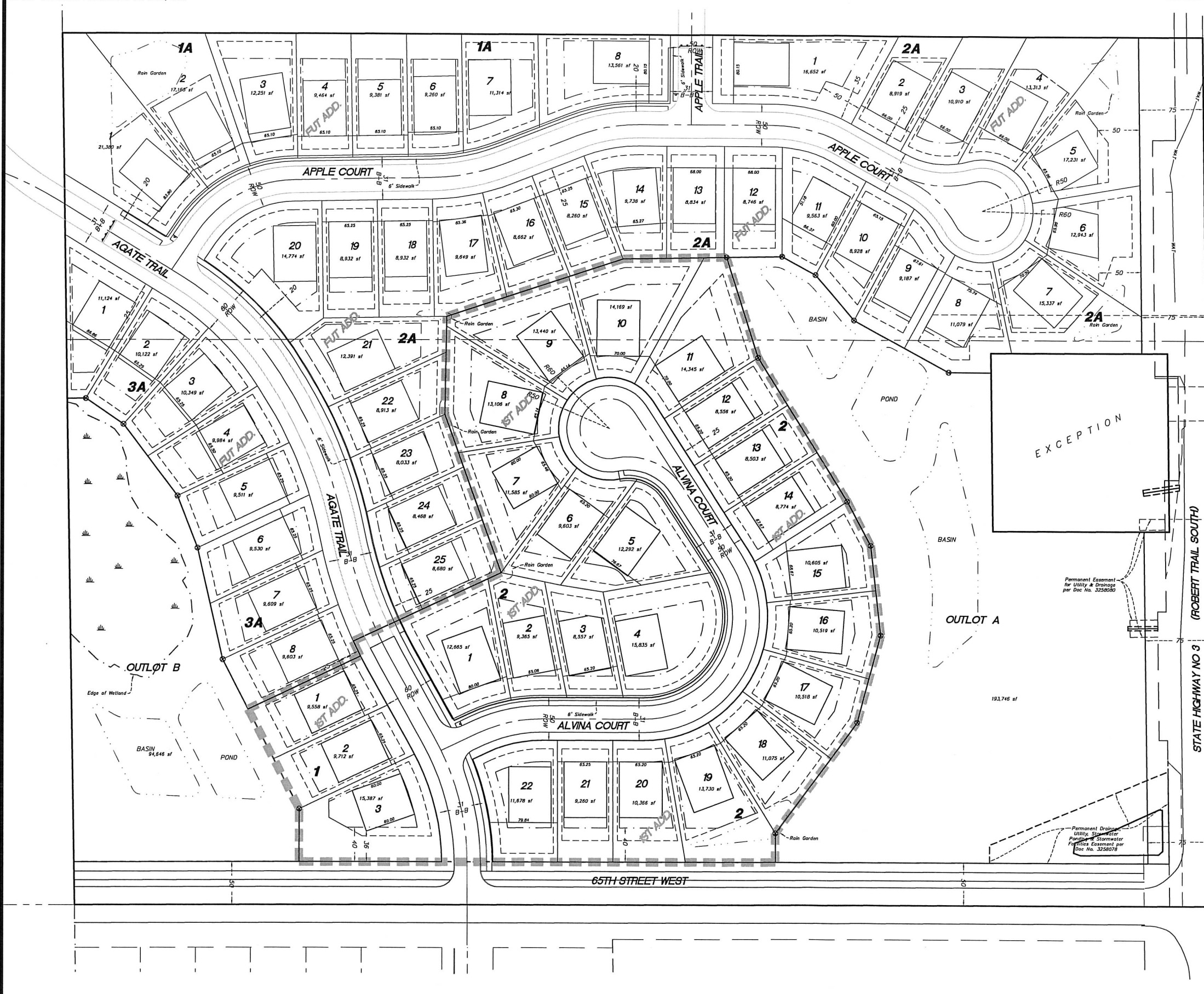
Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines as shown on the plat.



The South line of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22 is assumed to bear N 89°44'00" E.

- Denotes 1/2 inch by 14 inch iron rebar set and marked by License No. 44123
- Denotes iron monument marked as shown





Property Description:

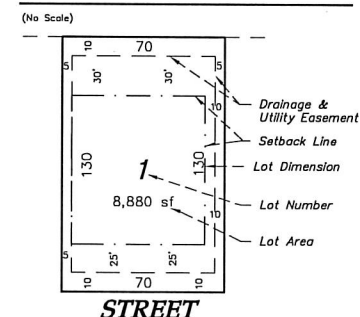
See Existing Conditions sheet for property description.

REGISTRATION OF THE PROPERTY IS IN PROCESS

Development Data

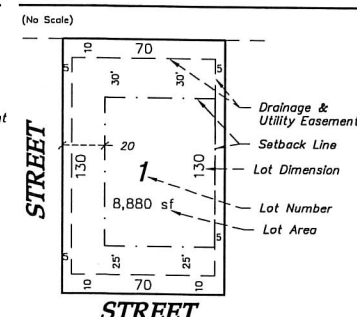
EXISTING ZONING	AGRICULTURE
PROPOSED ZONING	R-1C (PUD)
SITE AREA	30.25 ac
PROPOSED HOMES	66
GROSS DENSITY	2.18 un/ac
PROPOSED SETBACKS (minimums)	
FRONT	20 ft min; 30 ft max; 25 ft typical
SIDE	7.5/7.5 ft (15 ft total)
SIDE CORNER	20 ft
REAR	30 ft
HWY 3	50 ft
65TH STREET	40 ft (except as noted, L11B3)
NET DEVELOPABLE AREA:	
GROSS AREA	31.25 AC
LESS EXCEPTION AREA	1.0 AC
LESS MAJOR R/W (HWY 3)	1.61 AC
LESS WETLANDS	0.70 AC
NET DEVELOPABLE	27.94 AC
REQUIRED OPEN SPACE: (20% of net developable)	5.59 AC
-CONTIGUOUS OPEN SPACE: (75% of required open space)	4.19 AC
-UNDISTURBED OPEN SPACE: (50% of required open space)	2.80 AC
PROVIDED OPEN SPACE: (25% of net developable)	6.54 AC
-CONTIGUOUS OPEN SPACE: (Outlot A)	4.45 AC
-UNDISTURBED OPEN SPACE: (Outlot A undisturbed; 2.20 ac) (Outlot B undisturbed; 0.99 ac)	2.80 AC

Typical SF Lot Detail



NOTE:
65' Lot width

Typical Corner Lot Detail



NOTE:
65' Lot width

Development Notes

- 1.) ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
- 2.) ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
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- 4.) DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED.
- 5.) STREET WIDTHS SHOWN ARE FROM BACK OF CURB TO BACK OF CURB.



NOT FOR CONSTRUCTION

0008121PPF01.dwg

Date: 1/28/2020 Sheet: 1 OF 1

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5922 Minneapolis, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL SURVEYOR under the laws of the State of Minnesota.

Craig W. Morse

Date: License No.

Revisions:

1/28/20 Rev. Open Space Colors

Design:

Checked: CWM

Drawn: BRM

Record Drawing by/date:

Prepared for:

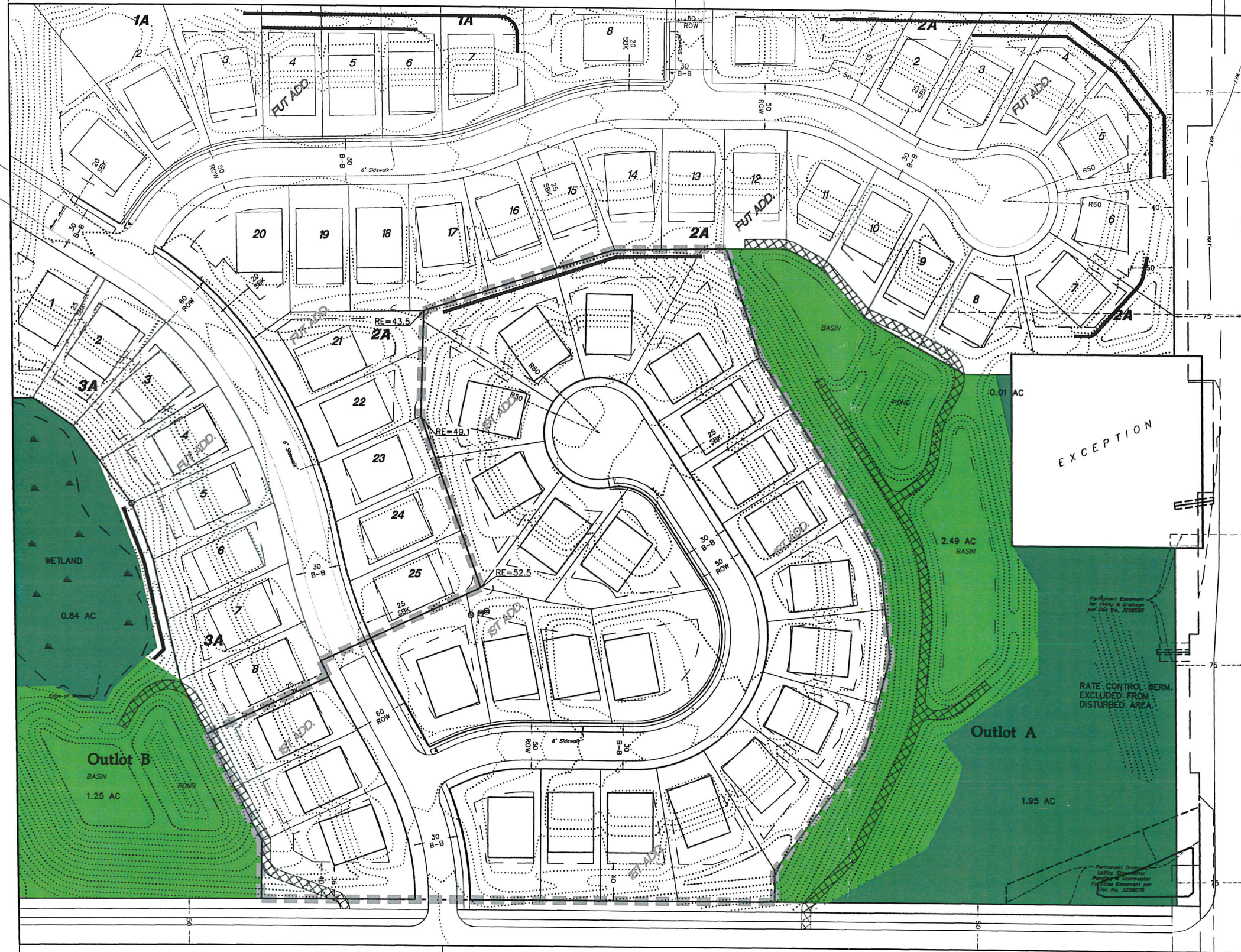
Source Land Capital

18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Settlers Ridge North

Inver Grove Heights, Minnesota

PUD Site Plan



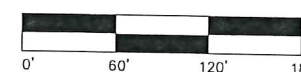
Property Description:

See Existing Conditions sheet for property description.

REGISTRATION OF THE PROPERTY IS IN PROCESS

Development Data

EXISTING ZONING	AGRICULTURE
PROPOSED ZONING	R-1C (PUD)
SITE AREA	30.25 ac
PROPOSED HOMES	66
GROSS DENSITY	2.18 un/ac
PROPOSED SETBACKS (minimums)	
FRONT	20 ft min; 30 ft max; 25 ft typical
SIDE	7.5/7.5 ft (15 ft total)
SIDE CORNER	20 ft
REAR	30 ft
HWY 3	50 ft
65TH STREET	40 ft (except as noted, L11B3)
NET DEVELOPABLE AREA:	
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PROVIDED OPEN SPACE: (25% of net developable)	6.54 AC
-CONTIGUOUS OPEN SPACE: (Outlot A)	4.45 AC
-UNDISTURBED OPEN SPACE: (Outlot A undisturbed; 2.20 ac) (Outlot B undisturbed; 0.99 ac)	2.80 AC
-DISTURBED OPEN SPACE: (Outlot A disturbed; 2.25 ac) (Outlot B disturbed; 1.18 ac)	3.74 AC



NOT FOR CONSTRUCTION

0008121_EX01_OS.dwg
Date: 01/28/2020 Sheet 1 OF 1

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minneapolis, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Cory Meyer
Date License No. 26971

Revisions:

1/28/19 Rev. Hwy 3 Setback

Designed: SAR
Checked: NTM
Drawn: SAR
Record Drawing by/date:

Prepared for:

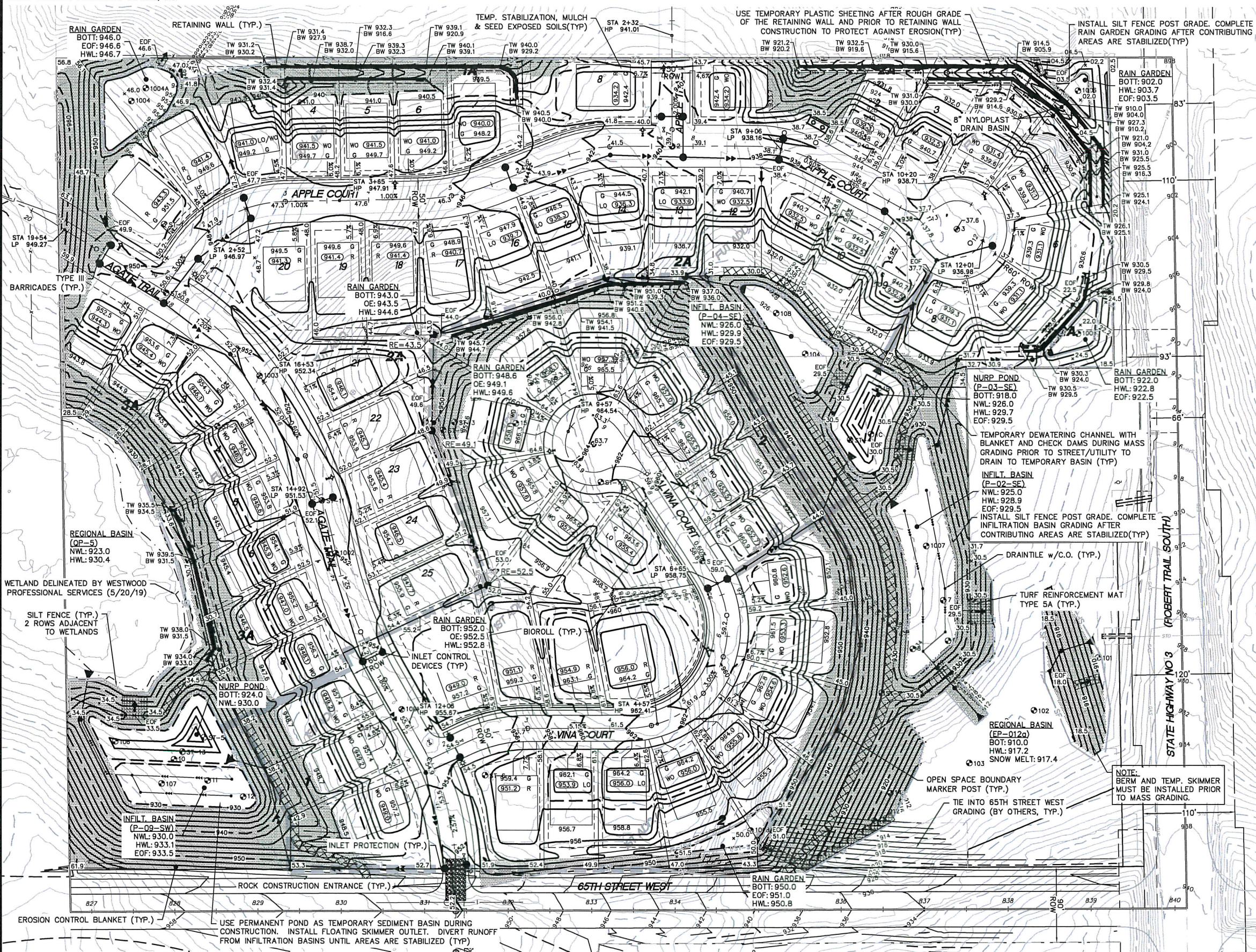
Source Land Capital

18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Settlers Ridge North

Inver Grove Heights, Minnesota

Open Space Exhibit

**EROSION CONTROL NOTES:**

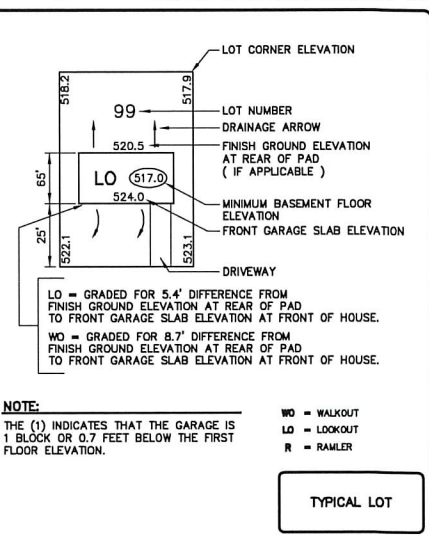
- ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAY BALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
- ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
- SILT FENCE TO BE MNDOT HEAVY DUTY IN POND AREAS. 2 METHODS OF SEDIMENT/ EROSION CONTROL TO BE USED ADJACENT TO WATER BODIES AND BASINS.
- ALL SLOPES TO WATER WAYS MUST BE STABILIZED WITHIN 24 HOURS OF DISTURBANCE.
- ALL 3:1 SLOPES SHALL BE STABILIZED WITH EROSION CONTROL BLANKET.
- SILT FENCE TO BE MNDOT HEAVY DUTY IN POND AREAS. 2 METHODS OF EROSION CONTROL TO BE USED ADJACENT TO WATER BODIES AND BASINS.
- ALL DISTURBED GREEN SPACE TO BE AMENDED w/2.5" COMPOST ROTOTILLED TO TOP 8" OF SOIL AFTER GRADING CONSTRUCTION IS SUBSTANTIALLY COMPLETE.

GENERAL GRADING & DRAINAGE NOTES:

- ALL CONTOURS AND SPOT ELEVATIONS ARE SHOWN TO FINISHED SURFACE/GUTTER GRADES UNLESS OTHERWISE NOTED.
- REFER TO THE SITE PLAN/RECORD PLAT FOR MOST CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHICAL FEATURES WITH THE OWNERS AND FIELD-VERIFY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL RULES.
- POSITIVE DRAINAGE FROM THE SITE MUST BE PROVIDED AT ALL TIMES.
- SEE SHEET 5 FOR ADDITIONAL RETAINING WALL AND INFILTRATION BASIN NOTES.

LEGEND:

- ⊙ DENOTES SOIL BORING
- SF — DENOTES SILT FENCE
- PST-SF — DENOTES POST CONSTRUCTION SILT FENCE
- 980 DENOTES EXISTING CONTOURS
- 980 DENOTES PROPOSED CONTOURS
- S — DENOTES EXISTING STORM SEWER
- S — DENOTES PROPOSED STORM SEWER
- D — DENOTES PROPOSED DRAINILE
- T — DENOTES EXISTING TREE LINE
- T — DENOTES APPROXIMATE TREE REMOVAL LIMITS
- x 856.3 DENOTES EXISTING SPOT ELEVATION
- 86.30 DENOTES PROPOSED SPOT ELEVATION
- 86.30 DENOTES BIO-ROLL EROSION CHECKS
- E.O.F. DENOTES EMERGENCY OVERFLOW ELEVATION
- E.C.B. — DENOTES EROSION CONTROL BLANKET - NATURAL NETTING AND STITCHING (SLOPES STEEPER THAN 4:1)
- T.R.M. — DENOTES TURF REINFORCEMENT MAT TYPE 5A
- ⊙ DENOTES OPEN SPACE BOUNDARY MARKER POST

TOTAL APPROXIMATED EXCAVATION: 239,895 CY
TOTAL APPROXIMATED FILL (CV): 239,531 CY**DATUM NOTES:**

- 1983 NAD (86 ad) DAKOTA COUNTY US FEET
- 1988 NAVD US FEET

Latest Revision Date: 02/14/20

0008121GDF01.dwg

Date: 01/06/2020 Sheet: 3 OF 10

Westwood

Phone (852) 937-9150 12701 Whitewater Drive, Suite 300
Fax (852) 937-9822 Minneapolis, MN 55433
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

John Bender
John Bender

Date: 02/14/20 License No. 43358

Revisions:

01/14/20 REV. ESC & POND INFO
02/14/20 CITY COMMENTS

Designed: JTB
Checked: JTB
Drawn: CTY
Record Drawing by/date:

Prepared for:

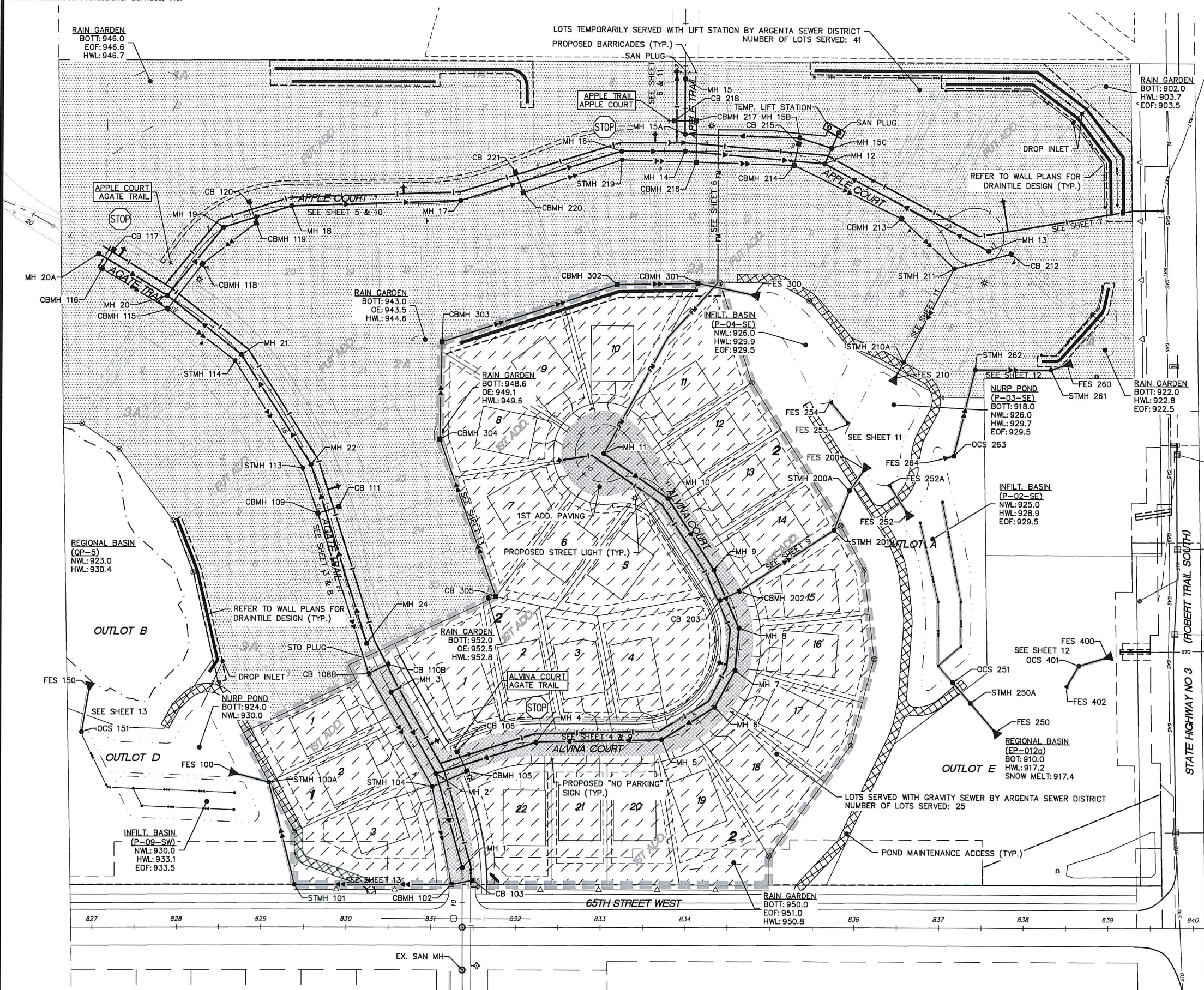
Source Land Capital

18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Settlers Ridge North

Inver Grove Heights, Minnesota

Grading & Erosion Control Plan



GENERAL UTILITY NOTES:

- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OF ANY DIFFERENCES.
- UNLESS OTHERWISE NOTED, ALL MATERIALS, CONST. TECHNIQUES AND TESTING SHALL CONFORM TO THE CITY OF INVER GROVE HEIGHTS STANDARD DETAIL PLATES AND TO THE "STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION" MINN. DEPT. OF TRANS., 2018 INCLUDING THE CURRENT ADDENDUM.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
- VERIFY EXISTING INVERT LOC. & ELEV. PRIOR TO BEGINNING CONSTRUCTION.
- THE WATER SERVICE SHALL BE INSTALLED WITH A MIN. OF 7.5 FT. OF COVER. THE CONTRACTOR SHALL VERIFY THE CITY AS-BUILT CONSTRUCTION PLANS TO CHECK LOCATION AND MATERIAL TYPE.
- ALL STORM SEWER PIPE SHALL BE CLASS 5 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.
- TEMPORARY LIFT STATION TO BE REMOVED AFTER FUTURE DEVELOPMENT HAS ALLOWED GRAVITY SEWER DRAINAGE TO THE NORTH.

LEGEND

EXISTING UTILITIES

SANITARY SEWER — SAN —
WATER — WAT —
HYD. W/VALVE — W/V —
STORM SEWER — STO —

1ST ADDITION UTILITIES

SANITARY SEWER — SAN —
WATER — WAT —
HYD. W/VALVE — W/V —
STORM SEWER — STO —
6" PERFORATED PVC DRAINILE —

FUTURE ADDITION UTILITIES

SANITARY SEWER — SAN —
WATER — WAT —
HYD. W/VALVE — W/V —
STORM SEWER — STO —
6" PERFORATED PVC DRAINILE —

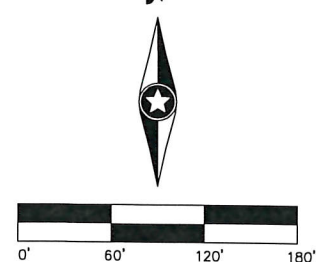
INFILTRATION BASIN NOTES

- INFILTRATION/FILTRATION BASINS SHALL BE CONSTRUCTED TO DCSWCD STANDARDS. USE 4" DRAINILE WITH KNIT SOCK, VALVES AND CLEANOUTS (SCREW CAP). CLEANOUTS SHALL BE PROTECTED WITH A FORD A-1 COVER. ALL BASINS SHALL HAVE A 4" INSPECTION TUBE WITH SCREW CAP INSTALLED. THE REPLACEMENT SOILS SHALL BE A WELL BLENDED MIXTURE OF 80% ASTM C-33 COURSE WASHED SAND (MNDOT 3126) AND 20% LEAF LITTER COMPOST (MNDOT 3890 - GRADE 2).
- INFILTRATION BASINS SHALL NOT BE CONSTRUCTED UNTIL THE CONTRIBUTORY DRAINAGE AREAS ARE ESTABLISHED.
- INFILTRATION BASINS SHALL NOT BE EXCAVATED UNTIL THEY ARE READY FOR CONSTRUCTION.
- INFILTRATION BASIN LOCATIONS SHALL BE PROTECTED FROM COMPACTION AND SILTATION DURING SITE GRADING AND HOME CONSTRUCTION ACTIVITIES.

STORM SEWER CASTING SCHEDULE

STRUCTURE			CASTING TYPE
NUMBER	TYPE	DIA.	
100	FES	21"	TRASHGUARD
100A	STMH	48"	R-1642B
101	STMH	48"	R-1642B
102	CBMH	60"	R-3067-VB
103 *	CB	2'x3'	R-3067-VB
104	STMH	48"	R-1642B
105	CBMH	48"	R-3067-V
106 *	CBMH	2'x3'	R-3067-VB
107	STMH	48"	R-1642B
108	STMH	48"	R-1642B
108A	STMH	48"	R-1642B
108B	CB	48"	R-3067-V
108C	STMH	48"	R-1642B
108D	STMH	48"	R-1642B
109	CB	2'x3'	R-3067-VB
110 *	STMH	48"	R-1642B
110A *	STMH	48"	R-1642B
110B *	CB	48"	R-3067-V
110C	STMH	48"	R-1642B
111 *	CB	2'x3'	R-3067-VB
112	STMH	48"	R-1642B
113	STMH	48"	R-3067-V
114	STMH	48"	R-3067-V
115	CBMH	48"	R-3067-V
116	CBMH	48"	R-3067-V
117 *	CB	2'x3'	R-3067-V
118	CBMH	48"	R-3067-V
119	CBMH	48"	R-3067-VB
120 *	CB	2'x3'	R-3067-VB
150	FES	15"	
151	OCS	48"	SEE DETAIL
200	FES	18"	
200A	STMH	48"	R-1642B
201	STMH	48"	R-1642B
202	CBMH	48"	R-3067-VB
203 *	CB	2'x3'	R-3067-VB
210	FES	18"	
210A	STMH	48"	R-1642B
211	STMH	48"	R-1642B
212	CB	2'x3'	R-3067-VB
213	CBMH	48"	R-3067-V
214	CBMH	48"	R-3067-VB
215 *	CB	2'x3'	R-3067-VB
216	CBMH	48"	R-3067-V
217	CBMH	48"	R-3067-V
218	CB	2'x3'	R-3067-VB
219	STMH	48"	R-1642B
220	CBMH	48"	R-3067-V
221 *	CB	2'x3'	R-3067-V
250	FES	18"	
250A	STMH	48"	R-1642B
251	OCS	48"	SEE DETAIL
252	FES	18"	
252A	FES	18"	TRASHGUARD
253	FES	18"	
254	FES	18"	TRASHGUARD
260	FES	15"	
261	STMH	48"	R-1642B
262	STMH	48"	R-1642B
263	OCS	48"	SEE DETAIL
264	FES	15"	TRASHGUARD
300	FES	18"	
301	CBMH	48"	R-4342
302	CBMH	48"	R-4342
303	CBMH	48"	R-4342
304	CBMH	48"	R-4342
305	CB	27"	R-4342
400	FES	24"	TRASHGUARD
401	OCS	48"	SEE DETAIL
402	FES	24"	TRASHGUARD

* STORM STRUCTURES WITHIN 10' OF WATERMAIN TO HAVE WATER TIGHT CONNECTIONS PER MDH REQUIREMENTS.
SEE WATERSTOP GROUTING RINGS DETAIL



Latest Revision Date: 02/14/20

Date: 01/06/2020 Sheet: 2 OF 20

Westwood

Phone (652) 937-5150 12701 Whitewater Drive, Suite #300
Fax (652) 937-4822 Minneapolis, MN 55433
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

John Bender
John Bender
Date: 02/14/20 License No. 43358

Revisions:

01/14/20 REV POND INFO
02/14/20 CITY COMMENTS

Designed: JTB
Checked: JTB
Drawn: CTY
Record Drawing by/date:

Prepared for:

Source Land Capital

18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Settlers Ridge North

Inver Grove Heights, Minnesota

Overall Utility,
Signage & Lighting
Plan



Plant Schedule

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.	MATURE SIZE
OVERSTORY 194					
ABM	15	Autumn Blaze Maple / Acer x freemanii 'Jeffersred'	2.5" BB	AS SHOWN	H 40'-55' W 30'-40'
SGM	13	Sienna Glen Maple / Acer x freemanii 'Sienna'	2.5" BB	AS SHOWN	H 50'-60' W 40'
SWO	15	Swamp White Oak / Quercus bicolor	2.5" BB	AS SHOWN	H 50'-60' W 40'-50'
NWM	9	Northwood Maple / Acer rubrum 'Northwood'	2.5" BB	AS SHOWN	H 40'-60' W 40'
FFM	12	Fall Fiesta Maple / Acer saccharum 'Ballista'	2.5" BB	AS SHOWN	H 60'-75' W 50'
BUO	10	Bur Oak / Quercus macrocarpa	2.5" BB	AS SHOWN	H 60'-80' W 60'-80'
REO	16	Red Oak / Quercus rubra	2.5" BB	AS SHOWN	H 50'-70' W 50'-70'
AGG	12	Autumn Gold Ginkgo / Ginkgo biloba 'Autumn Gold'	2.5" BB	AS SHOWN	H 50' W 30'
BOL	13	Boulevard Linden / Tilia americana 'Boulevard'	2.5" BB	AS SHOWN	H 50'-60' W 25'-30'
RVB	12	River Birch / Betula nigra	10' HT., BB CLUMP	AS SHOWN	H 40'-60' W 30'-40'
PRE	17	Princeton Elm / Ulmus americana 'Princeton'	2.5" BB	AS SHOWN	H 60' W 40'-50'
ACE	19	Accolade Elm / Ulmus japonica x wilsoniana 'Morton'	2.5" BB	AS SHOWN	H 70' W 40'-50'
HAK	16	Hackberry / Celtis occidentalis	2.5" BB	AS SHOWN	H 40'-60' W 40'
SKH	15	Skyline Honeylocust / Gleditsia tricanthos var. inermis 'Skycole'	2.5" BB	AS SHOWN	H 50' W 30'-35'
ORNAMENTAL 34					
SSC	4	Spring Snow Crab / Malus 'Spring Snow'	1.5" BB	AS SHOWN	H 25'-30' W 15'-20'
RSC	4	Red Splendor Crab / Malus 'Red Splendor'	1.5" BB	AS SHOWN	H 25'-30' W 15'-20'
PFC	6	Prairiefire Crab / Malus 'Prairiefire'	1.5" BB	AS SHOWN	H 25'-30' W 15'-20'
TCH	8	Thornless Cockspear Hawthorn / Crataegus crusgalli 'inermis'	1.5" BB	AS SHOWN	H 25'-30' W 15'-20'
QUA	5	Quaking Aspen / Populus tremuloides	1.5" BB	AS SHOWN	H 25'-30' W 15'-20'
ALS	7	Allegheny Serviceberry / Amelanchier laevis	1.5" BB	AS SHOWN	H 25'-30' W 15'-20'
EVERGREEN 192					
BHS	37	Black Hills Spruce / Picea glauca densata	6' HT., BB	AS SHOWN	H 30'-40' W 20'-30'
NOS	35	Norway Spruce / Picea abies	6' HT., BB	AS SHOWN	H 60'-80' W 25'-30'
POP	31	Ponderosa Pine / Pinus ponderosa	6' HT., BB	AS SHOWN	H 60'-80' W 25'-30'
NOP	23	Norway Pine / Pinus resinosa	6' HT., BB	AS SHOWN	H 50'-80' W 30'-40'
CCF	29	Concolor Fir / Abies concolor	6' HT., BB	AS SHOWN	H 30'-50' W 25'-30'
WHP	36	White Pine / Pinus strobus	6' HT., BB	AS SHOWN	H 50'-80' W 30'-40'

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

Landscape Requirements

LANDSCAPE REQUIREMENTS: 66 TREES
*1 OVERSTORY TREE PER LOT
(66 PROPOSED UNITS)

Tree Preservation Requirements

TREE REPLACEMENTS REQUIREMENTS: 1059 TREES
*SEE TREE PRESERVATION PLAN FOR COMPLETE CALCULATIONS

Landscape Provisions

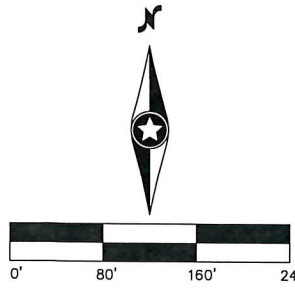
TOTAL LANDSCAPING PROVIDED: 485 TREES
• STREET TREES: 92 TREES
• BUFFER DECIDUOUS TREES: 102 TREES
• BUFFER EVERGREEN TREES: 191 TREES
• BUFFER ORNAMENTAL TREES: 34 TREES
• FUTURE REAR YARD TREES (BY BUILDER): 66 TREES

Native Seeding Legend

• ALL DISTURBED AREAS TO BE SODDED
UNLESS NOTED OTHERWISE

DENOTES STORMWATER NATIVE
SEED MIX (33-261)
TOTAL AREA (1.5 AC)

MESIC PRAIRIE GENERAL
SEED MIX (35-241)
TOTAL AREA (2.8 AC)



Call 48 Hours before digging:
Gopher State One Call
Twin City Area 651-454-0002
Mn. Toll Free 1-800-252-1166

0008121PLF01.dwg

Date: 01/17/2020 Sheet: 1 OF 4

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my
direct supervision and that I am a duly licensed LANDSCAPE
ARCHITECT under the laws of the State of Minnesota.

Cory Meyer
Date: 02/14/2020 License No. 26971

Revisions:

02/14/2020 - City Comments

Designed: NTM
Checked: NTM
Drawn: EAC
Record Drawing by/date:

Prepared for:

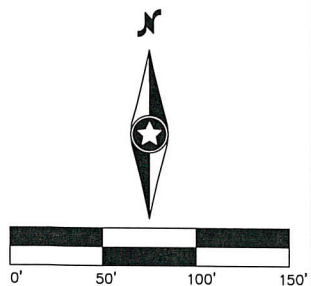
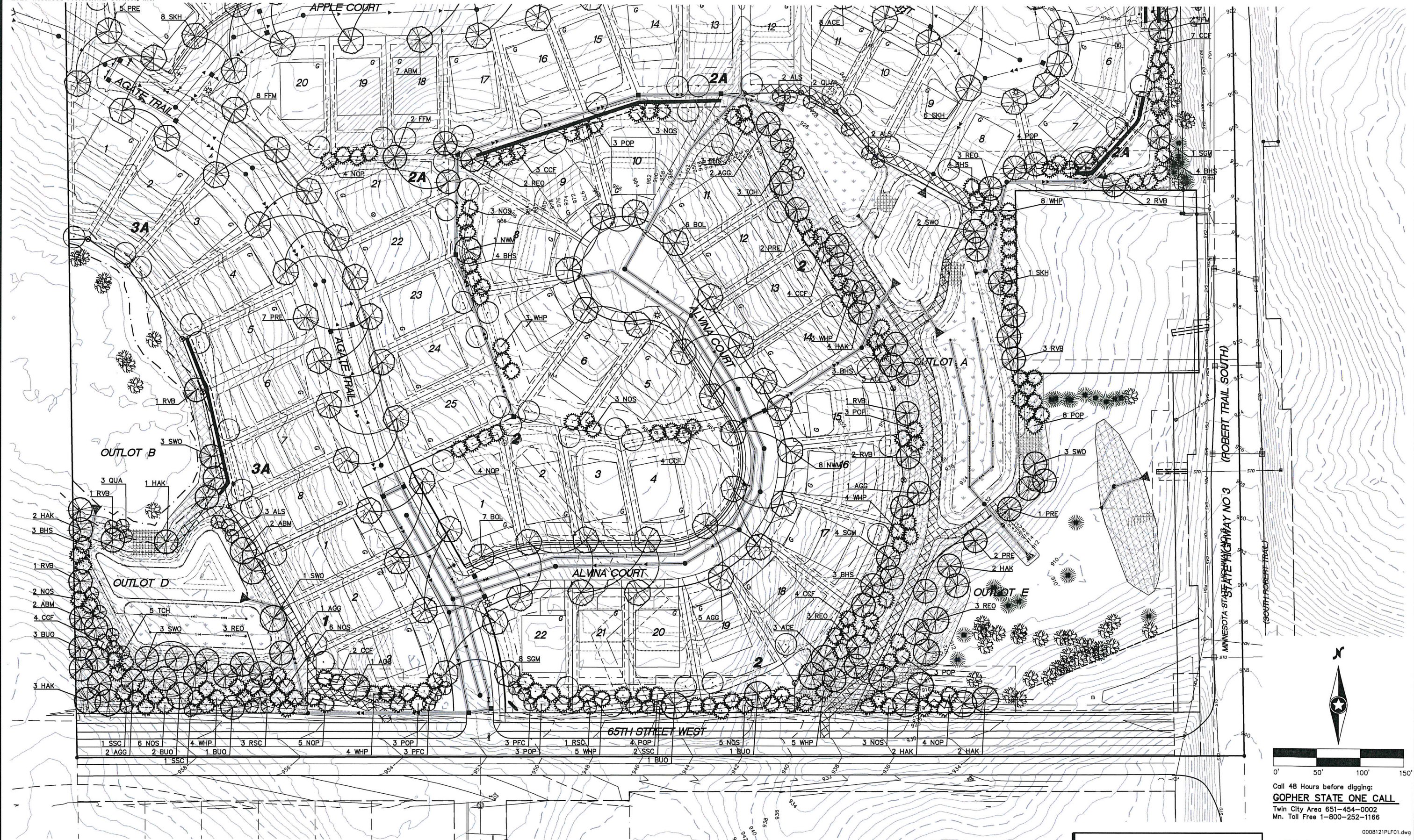
Source Land Capital

18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Settlers Ridge North

Inver Grove Heights, Minnesota

Overall Final
Landscape Plan



Call 48 Hours before digging:
GOPHER STATE ONE CALL
Twin City Area 651-454-0002
Mn. Toll Free 1-800-252-1166

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Latest Revision Date: 02/14/2020

Date: 01/17/2020 Sheet: 2 OF 4

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Cory Meyer
Cory Meyer
Date: 02/14/2020 License No. 26971

Revisions:
02/14/2020 - City Comments

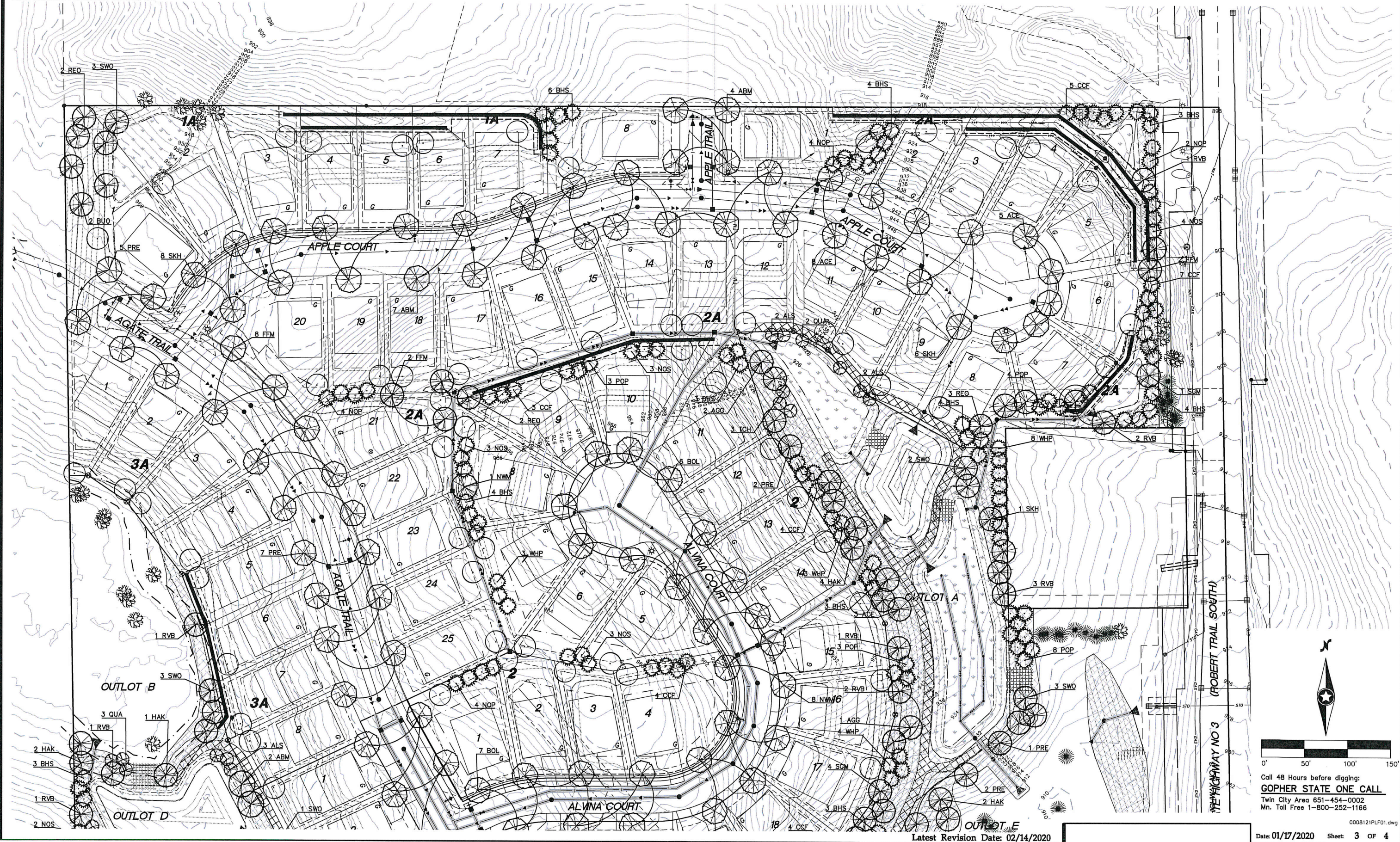
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Checked: NTM
Drawn: BAC
Record Drawing by/date

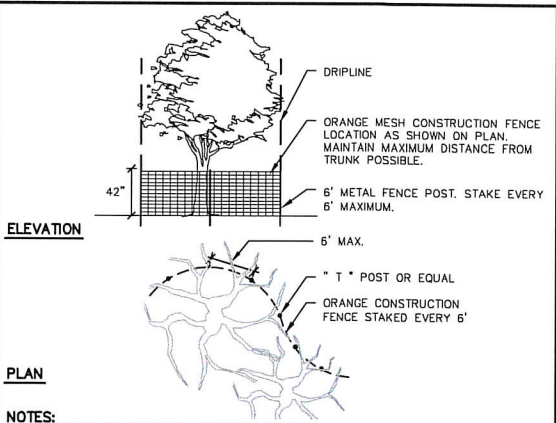
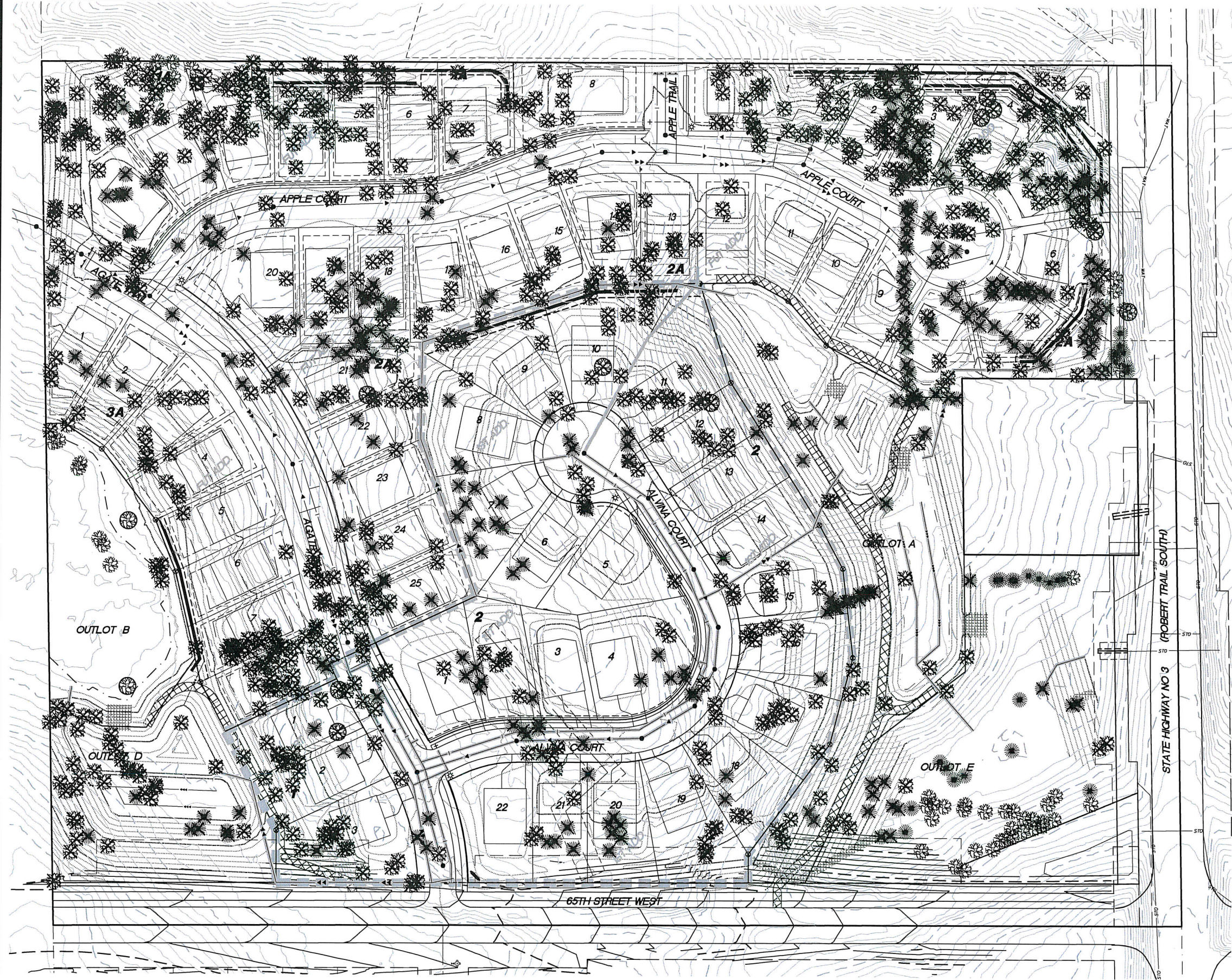
Prepared for:

Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Settlers Ridge North
Inver Grove Heights, Minnesota

Final Landscape Plan - South





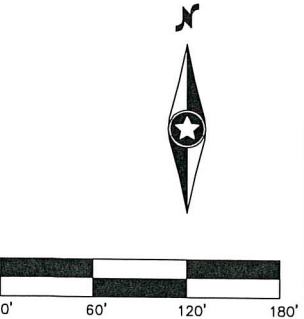
NOTES:

1. PRUNING WILL BE DONE BY PROFESSIONALS DURING APPROPRIATE PRUNING SEASON.
2. NO STORAGE OF MATERIALS, OPERATION OF MACHINERY, OR DEVELOPMENT OF ANY SORT WILL OCCUR WITHIN THE FENCE-LINE WITHOUT APPROVAL IN WRITING FROM THE CITY.
3. SITE GRADING TO BE DONE ONLY AFTER PROTECTIVE MEASURES HAVE BEEN TAKEN. CITY HAS APPROVED FENCING LOCATIONS, AND ALL CONTRACTORS HAVE BEEN BRIEFED ON TREE PRESERVATION TECHNIQUES.

Westwood	TREE PROTECTION	LAST REVISED: 05/28/15 TP08
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TREE REPLACEMENT CALCULATIONS	
TOTAL SIGNIFICANT DBH INCHES	8354 DBH IN.
ALLOWABLE TREE REMOVAL (50%)	4177 DBH IN.
TOTAL SIGNIFICANT HEALTHY DBH INCHES REMOVED	7635 DBH IN.
CLASS A TREES REMOVED	1364 DBH IN.
CLASS B TREES REMOVED	5885 DBH IN.
CLASS C TREES REMOVED (HERITAGE)	386 DBH IN.
EXCESS TREE REMOVAL:	3458 DBH IN.
TREE REPLACEMENT	RATE 2776 DBH IN.
CLASS A TREES	50% 682 DBH IN.
CLASS B TREES	100% 2094 DBH IN.
CLASS C TREES	100% 0 DBH IN.
* Allowable tree removal shall be deducted from the removed Class C trees first, then Class B, and then Class A. If trees removals are in excess of the allowable limit they shall be replaced at the specified rate.	
SAVED HERITAGE TREE CREDIT	128 DBH IN.
HERITAGE TREE DBH SAVED	64 DBH IN.
HERITAGE TREE CREDIT (2:1 IN. SAVED)	128 DBH IN.
TOTAL DBH TO BE REPLACED	2648 DBH IN.
TOTAL TREES TO BE REPLACED	1059.2 TREES
* Replacement trees calculated at 2.5" deciduous / 6" evergreen. * Heritage trees to be replaced with identical or equivalent species. * Siberian Elm, Black Locust (invasive species) and any removed Ash (emerald ash borer - no longer recommended for planting) are excluded from total significant inches on site. * Planted evergreens for landscape or windbreak purposes that are removed are not counted as significant trees.	

- Legend**
- DENOTES EXISTING TREE TO REMAIN
 - ✱ DENOTES EXISTING TREE TO BE REMOVED
 - ⊙ DENOTES HERITAGE TREE



Latest Revision Date: 02/14/20
0008121TPP01.dwg
Date: 01/06/2020 Sheet: 6 OF 10

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01/14/20 REV ESC & POND INFO
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Record Drawing by/date:

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Settlers Ridge North

Inver Grove Heights, Minnesota

**Preliminary Overall
Tree Preservation Plan**