

Inver Grove Heights City Council
Remote Meeting via Zoom
Tuesday, May 26, 2020 at 7:00 p.m.

A G E N D A

NOTICE TO RESIDENTS: If you are interested in participating on **Item 5. Public Comment**, please contact Rebecca Kiernan prior to this meeting via telephone (651) 450-2513 or email (rkiernan@invergroveheights.org) to inform her - your name, address and to what you wish to speak on. Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@invergroveheights.org). Comments received prior to 4:00 p.m. on Monday, May 26, 2020, will be provided to the Council at or before the May 26, 2020 meeting.
Phone Number to Reach Meeting: 651-450-2471

1. Call to Order

2. Roll Call

3. Presentations

Declare Graduation Week in honor of all 2020 Graduates
COVID 19 Update - Emergency Management Director Melissa Chiodo

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 May 4, 2020 City Council Work Session.
- ii.** Minutes from the May 11, 2020 Special Fire SAFER Grant Meeting.
- B.** Disbursements for Period Ending May 21, 2020.
- C.** Confirm and Approve Personnel Actions.
- D.** Consider setting a Special Council Meeting for June 15, 2020 for Commissioner Appointments.
- E.** Consider a Resolution Extending Existing Declaration of Local Emergency.
- F.** Consider Approval of Dakota Broadband Board Indefeasible Right of Use (IRU) Agreement.
- G.** Consider a Resolution approving a Final Plat and related improvement agreements for a two-lot subdivision to be known as Lakeview Ridge, property located at 6180 Babcock Trail.
- H.** Resolution Approving and Authorizing Mayor's to Execute and Submit Letter of Objection to MAC for Proposed MSP Airport Operations Changes.
- I.** Consider Amended and Restate Site Lease Agreement - T-Mobile.
- J.** Approve Proposal for Additional Professional Services for Feasibility Study for City Project No. 2016-19 - 65th Street between Trunk Highway 3 and Babcock Trail and Reschedule Meeting to Receive the Feasibility Study.

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

- A.** Conduct Public Hearing to Consider Approving Resolution Ordering City Project No. 2015-08 - 70th Street from the Eagan Border to T.H. 3 and City Project No. 2018-19 - Argenta Trail from Amana Trail to 70th Street (previously City Project No. 2016-04), Argenta Trail from 70th Street to 65th Street (previously City Project No. 2016-05), and 65th Street from New Argenta Trail to Existing Argenta Trail.
- B.** Public Hearing to Consider Resolution Adopting the Final Assessment Roll for the 2020 Pavement Management Program, City Project No. 2019-09F - Carter Path and Carter Court Mill and Overlay.

7. Regular

Administration

- A.** City Discipline Policy Review and Update.
- B.** 2020 Budget - COVID-19 Update.
- C.** Consider Resolution Approving Temporary Expansion of Certain Business Premises and the Temporary Waiver of City Code and Zoning Ordinance Requirements to Promote Physical and Social Distancing During the COVID-10 Health Pandemic.
- C. i** Fire SAFER Grant.

Community Development

- D.** Consider Resolution Adopting Financial Assistance Application Fee and Escrow.
- E.** Consider Resolution Approving Affordable Housing Policy.
- F.** Consider Resolution Approving and Authorizing the Execution of a Termination of TIF Development Agreement and Related Documents with Hampton Senior Care of Invergrove Heights LLC.

Engineering

- G.** Consider Resolution Receiving Bids, Awarding Contract, and Approving Geotechnical Services Proposal for the 2020 Pavement Management Program, City Project No. 2019-09F - Carter Path and Carter Court Mill and Overlay.

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.



City of Inver Grove Heights

www.invergroveheights.org

**A RESOLUTION DECLARING GRADUATION WEEK
IN HONOR OF ALL 2020 GRADUATES
IN INVER GROVE HEIGHTS, MN**

Resolution 2020-96

MAY 26TH, 2020

WHEREAS, all of the schools that serve students in our city have been inspiring our students to excel and find success even with the recent COVID-19 pandemic; and

WHEREAS, the Inver Grove Heights community's teachers, school staff and community has shown how innovation, care, passion, and grace for our students is unprecedented; and

WHEREAS, the Inver Grove Heights community continues to do everything we can to support all students, teachers, staff, and community; and

WHEREAS, the Inver Grove Heights community's graduating class of 2020 experienced a senior year unlike any other and we would like to honor our seniors; and

WHEREAS, the Inver Grove Heights community schools' students, staff and citizens are all in this together!;

NOW, THEREFORE, BE IT RESOLVED, that the City of Inver Grove Heights recognizes the class of 2020 and hereby encourages all citizens to help share in the support of our students in the graduating class of 2020, and all those that helped prepare them for their next step during the week of Friday, May 31, 2020 through Sunday June 6, 2020.

Signed:

George Tourville, Mayor

Attest:

Rebecca Kiernan, City Clerk

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, MAY 4, 2020. 6:00 PM - 8150 BARBARA AVENUE**

****This meeting is being held remotely via Zoom Video Conferencing****

A. CALL TO ORDER: The City Council of Inver Grove Heights met for a Work Session remotely via Zoom Video Conferencing on Monday, May 4, 2020, in the City Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

Roll Call: Present were Mayor Tourville; Council Members Piekarski Krech, Perry, Bartholomew, and Dietrich. Staff: City Administrator Joe Lynch, City Attorney Bridget McCauley Nason, Community Development Director Heather Rand, Finance Director Amy Hove, Police Chief Melissa Chiodo, Parks and Recreation Director Eric Carlson, Fire Chief Judy Thill, City Planner Allan Hunting, and City Clerk Rebecca Kiernan.

1) Mini-Storage Ordinance Revision Discussion:

City Planner Allan Hunting stated Council and the Planning Commission have had concerns regarding the number of facilities and where they are allowed within the City. The first discussion regarding this took place in January. He put up a map indicating the zones where mini storages are allowed, B3, I1, and I2 Industrial, and stated there are currently 12 operating storage facilities in the City. Nine are in the Industrial Zoning Districts and three are in the B3 or Commercial District. Two are on Concord Boulevard and a newer one is located on the north side of 494. He stated concerns received are about allowing mini storage in central neighborhoods and business areas. Recently approved locations have been on the arterial roadways.

He stated Staff's perspective would be not to have this type of use take a space away from potential retail, which would be in B3. The following are alternatives:

1. Eliminate the use. Change the Code. Additional would not be allowed. All existing businesses would be legal non-conforming, they would have limited ability to expand in the future.
2. Continue to allow in Industrial Districts, remove that use from the B3 District. Least amount of impact on existing uses. There are currently three operations that are B3, the fourth is the same Operator, but in two different locations on Concord. He stated the following points for future discussion:
 - The difference between allowing storage facilities as a building inside only
 - A mix of
 - Allowing an open storage lot

This process would help sort out what would be done with the zoning districts. He stated Staff felt the simplest approach would be to change the Ordinance, remove mini storage from the B3, continue to allow in the I1 and I2.

Mayor Tourville stated the B3 District was discussed several weeks ago, the Planning Commission also inquired about it. Councilmember Bartholomew stated he would support to remove the use in a B3 District. He wanted to ensure the ones that are existing in B3, as a legal non-conforming use, are notified of the change from legal conforming to legal non-conforming and the restrictions. He wanted to leave in the ability for storage and have it in the I District only. He asked if they could be grandfathered in and not become legal non-conforming.

City Attorney Bridget McCauley Nason stated any of the existing uses in the B3 would become grandfathered in. They would be considered legally established non-conforming uses. This means they could continue in the same location, size, and conditions they operate in today. She stated this type of mini storage would no longer be allowed in the B3 Zoning District. She said she would have to check Code but believed Inver Grove Heights prohibits the expansion of legally established non-conforming uses. If that is the case, those existing businesses could continue as they have, but not be able to expand once they are no longer a permitted use in that zoning district.

Mayor Tourville asked if the Planning Commission was waiting for Council direction. Community Development Director Heather Rand responded that was correct. The Planning Commission expressed concern with the

possibility this is a community that has too many storage facilities. She stated those operating in B3 would be grandfathered in, major changes or expansions would not be allowed to happen, but they can continue to operate and maintain their existing facility and footprint.

City Planner Hunting stated the Ordinance has provisions that allow lawfully existing non-conforming structures containing a use to expand based on certain criteria. If the Code changes, those three are not locked in that they can't do anything. They can't expand, but there is the ability for minimal expansion. He stated with direction to proceed, they would notify the three existing in the B3 that the Code change is being proposed and a Public Hearing date would be set.

Councilmember Piekarski Krech asked if it was an Ordinance change or a Code change. City Planner Hunting responded it was the same thing. She commented it would need three readings. She stated she supports taking it out of the B3 area.

Councilmember Dietrich asked for the language of what they would be able to do if the new Ordinance passes. City Planner Hunting responded he would send that information via email.

2) Federal Fire Grant Application:

Fire Chief Judy Thill stated the Grant being requested is called the SAFER Grant. SAFER stands for Staffing for Adequate Fire and Emergency Response. The primary goal of the SAFER Grant is to enhance Firefighter safety by adding needed personnel. The Federal Grant provides funds to departments to add full time staff to their ranks. She stated it is a competitive Grant process. She discussed the following points of this year's Grant:

- Expected the process to be delayed significantly with the COVID-19 virus.
 - National Fire Service Organizations worked with the Federal Government to open quickly.
- Congress updated the SAFER Grant program on April 25th.
- No maximum/cap for application with this Grant.
 - A department can apply for as many positions as it can justify.
- The Grant pays for all salaries, benefits, and FLSA required overtime.

Potential Application:

- Presently, there is a match:
 - 25% for the first year.
 - 25% for the second year.
 - 65% for the third year.
 - This is to give Cities a chance to prepare for full payment in year four.
- A City can apply for a waiver on the cost match to reduce that amount.
- A City can turn down the Grant if, at the time of it's award, there are no funds to pay the match.
- National Fire Service Organizations are requesting the Federal Government to:
 - Waive entire match for this Grant cycle, and
 - Add more funds to this Grant program because of the COVID-19 Virus and staffing shortages it has been creating.
 - Would allow more departments to add full time staff.
- Consider requesting funds to hire six full time Firefighters and three full time Lieutenants.
- Present Duty Crew includes:
 - One full time Officer, two Paid on Call Firefighters.
- This Grant with nine hires would allow for a second Duty Crew.
 - 1st Duty Crew = 1 full time Officer, 1 full time Firefighter, and 1 Paid on Call Firefighter.
 - 2nd Duty Crew = 1 full time Officer, 1 full time Firefighter, and 1 Paid on Call Firefighter.
- Cover more calls without the need for as many call backs.
 - Allows for continued increased calls.

- Allows for the ability to improve to meet National standards.
- Reduce dependence on present full-time management staff to fill shifts. Fire Chief Thill stated currently the Assistant Chief, Fire Operations Supervisor, and the Fire Inspector have had to fill in open shifts because they are down Firefighters. This is not sustainable, and not what they were hired for. Those need to get back into their regular jobs versus filling in for shifts.

Fire Chief Thill discussed Recruitment and Retention Issues as follows;

- Nation-wide Recruitment and Retentions issues for Volunteers/Non-career Fire Departments.
 - This is not just an Inver Grove Heights problem.
- Fewer people are willing to volunteer before the COVID-19 virus hit.
 - Experts believe, even with renewed interest in Firefighters who have been helping on the front lines of the Virus, will most likely be fewer applying for volunteer/paid-on-call positions going forward.
 - For many, hard enough to make all of the required training, call, and activity requirements in their spare time. Add a virus to that you might take home to your family is making it even less desirable to do this as a side job.

Recruitment Issues:

- Upfront Recruit Training (230 hours of recruit training in the first 12 months). These are Paid on Call, part-time non-career people, doing this in their spare time.
 - That is just to get to basic Firefighter.
 - Ongoing training (weekly/additional as needed).
- Fewer people are willing to volunteer in general.
 - Volunteers/non-career down an estimated 38% from 2010 to 2017. These are the most recent numbers available from the NFPA.
 - Fewer people are willing to give the time needed.
- Get many applications, but once they find out the time commitment, lost a large number before applying.
- Starting to lose a large number right after hire. Once they find out the “real” amount of time needed.
 - In 2018 hired nine. Five left before Fire Training.
 - In 2019 hired 11. Five left before Fire Training.
- Approximately ¼ time job based on hours for the average Inver Grove Heights Firefighter, ½ time job for Paid on Call Officers.
 - Many Firefighters work well above those hours.
- Firefighters have full time jobs outside of the Inver Grove Heights Fire Department.
 - All Firefighting training, calls, activities, are completed in their “spare time”.
- Competes with family time, time needed for their full-time job, sleep, and adult/child personal activities.

Retention Issues:

- Duty Crew minimums to fill the shifts.
 - Was based on 65 Firefighters. With the hiring of the Shift Captains, lowered to 60 Firefighters.
 - Started at 24 hours/month minimum, raised to 28 hours, lowered to 20.
 - With the loss of additional Firefighters, this may have to be raised back up to 24 hours. This is to maintain a three-person Duty Crew.
 - At one point they had to force Firefighters to work more than the minimum.
 - Had to require minimum call back percentage as not all Firefighters were responding back for simultaneous and larger calls.
- “Time” most Cities list as a reason Firefighters quit.
 - Besides initial 230 hours, there is more required for Recruits.
 - On-going training for all Firefighters (weekly/additional as needed).
 - Pushing Firefighters monthly to fill open Duty Crew shifts.
 - Unpredictability/number of call backs.
 - Time needed for public education duties/other activities and station/equipment responsibilities.
 - Fewer people willing/available to stay on for ten years, let alone 20.

Fire Chief Thill discussed Third Party Validation:

- This is a Public Safety Agency, no different than the Police Department, but do so with a very lean full-time staff and about 50 people willing to give back to this Community.
- This is a life and death job, there are no “volunteer” calls.
 - Fires, COVID-19, Highway incidents, etc. all have potential for serious consequences.
 - Cancer, cardiac, and mental health issues hitting ALL Firefighters.
- All Firefighters required to pass:
 - MN State Certification Exams
 - Firefighter 1 and 2. Hazardous Operations, and Fire Apparatus Operation Certifications.
 - MN State Board Exam
 - Medical Fire Responder Certification.
 - Refresh to equivalent of Emergency Medical Technician Certification.
 - Also, additional medical variances per Medical Director.
- All Inver Grove Heights Firefighters required to hold MN State Licenses to meet minimum requirements.
- All same, if not more, than a full-time career Firefighter.

She stated they are trying to maintain the Paid-on Call model as follows:

- Started Duty Crew in 2016.
 - Explained at the time that it was not a long-term fix.
- Hired just three full time Captains to help stabilize the Duty Crew leadership.
 - Actually, needed four, but trying to supplement with POC personnel to save the City money. They decided to try it with three to see how it would work.
 - Began an Acting Company Officer program to better prepare POC to fill in when Captains are gone.
- Can only push the POC so far before the scales are tipped and there isn't enough to cover present calls.

A graph was displayed that showed how calls have increased beginning in 2007, they have more than doubled. Fire Chief Thill stated 65% are medical calls. They do not go to all medical calls; they go to the most serious or the ones that are least serious.

Fire Chief Thill stated to date:

- They have done a very good job of keeping costs as low as possible.
 - COVID calls are not going to go away.
 - Other calls will continue to go up as we get more residents.
 - Have tried to step into new ways of doing things.
- Duty Crew provides a similar response as having three Firefighters on duty 24 hours a day/365 day a year, but for a fraction of the cost.
 - Staffing for three full time Firefighters, 24 hours a day would require hiring 12 full time to account for all time periods and vacations/sick time.
- We are not asking to go “full time” but to supplement our paid-on call Staff to fill shifts.

She discussed the following Concerns:

- City having the funds to pay for this Grant, if there is a match, and in year 4.
- If match is waived, will be giving up chance for potentially up to \$2,700,000 from the Federal Government to help pay.
- Even if the match is not waived, giving up the chance for up to \$1,665,000 from the Federal Government to help pay.
- With all the stimulus packages going out, there is a large concern this Grant will go away and will still have a need, but no Grant to pay for it.
- Planned to do a staffing study before applying for any Grant, but the timing did not work out.
 - Still willing to do a study, but the Grant will not wait.
- No magic bullet to address recruitment and retention issues. She stated the City of Eagan has decided to go with full time Firefighters and are phasing out all non-career. She stated they do not believe this is what is needed in Inver Grove Heights, but believe they need help when it comes to adding full time staff.

- Recruitment and Retention issues will always be there.
 - Lost ten in 2019 (were already well below our authorized 60).
 - Hired six to replace plus five additional ones in mid-year, because of training, they already have...
 - Lost five in 2020.
 - Three retired and two moved outside of the City.
 - They are losing one more to moving, another this month who signed up the equivalent of three Firefighter Duty Crew shifts, and a third with a retirement in July.
 - Equivalent of losing ten more Firefighters.
- Supposed to have 60 and only have 49 POC presently (46 as of July).

Fire Chief Thill stated the problem is not going to go away whether they apply for a Grant or not. She stated it was her recommendation and hope to at least apply for the Grant and see where they go from there.

Councilmember Perry commented if awarded the Grant and hired nine full time Firefighters, she asked how many Paid-on Call (POC) Firefighters they would need to top out at. Fire Chief Thill responded they would still prefer the 60, there would not be a cost savings.

Councilmember Dietrich thanked Fire Chief Thill for diligently using the resources the department has and stated she has done a very conservative job. She asked if awarded the Grant if there would be the ability to decline if something has changed and they can't use it. Fire Chief Thill responded it is an option to decline. She stated there is also an option to apply for a waiver on the match. Some have wondered about declining and how that affects future Grants. Councilmember Dietrich stated we have nothing to lose, the need is not going to go away, this is a great opportunity to take advantage of.

Mayor Tourville stated his concern was in the estimate of Dakota County, they would have a 5-10% decrease in funding. He stated if they do apply, he would look for an application that would say no match, Grant only at 100%. If doing the match, he believed the third to fourth year it is about \$1 million dollars plus additional funding the City would have to come up with. He was concerned about hiring potential employees due to possible layoffs and firings in reference to the decrease in revenue. He suggested looking into an application, asking for a waiver on the match.

Mayor Tourville asked about 230 plus hours a year for Firefighters. Fire Chief Thill responded that is for first year recruit training. It is once a week for recruit training, after a few months they are required to come to regular weekly Firefighter training.

Fire Chief Thill stated they would still need the 60 Firefighters but would reduce some of the requirements they have now. They would not potentially force them to work open shifts as they would hopefully not have open shifts. She stated it would be easier to retain Firefighters once they have them.

Mayor Tourville asked if it was typical to do 28 to 30 hours a month in order to do drills and training the first year. Fire Chief Thill responded it was not every week, there were a few weeks included for breaks. It is five hours for the recruit training, two hours for weekly training, and over 20 hours a month for recruit training. She stated they train for Basic Firefighter 1, Basic Firefighter 2, Emergency Medical Responder, and Hazmat Certification. That is why it is up to 230 hours. They may have more or less hours than other departments. She stated the job is dangerous and they pride themselves in the amount of training to ensure the Recruits are trained to go into situations when they can begin Duty Crew hours. She stated she would never skimp on training, some other departments make it easier on Firefighters, which is a dangerous precedent they are not willing to do.

Fire Chief Thill stated this is a huge request of the city. A study may help with efficiencies, but may also say they should be hiring 20 Firefighters instead of nine. She stated they have been in existence for 62 years and have saved the City money by being a Paid-on Call Fire Department. That is not a sustainable model going forward. She stated they have looked into mergers with other Departments that are full time. Merging leaves them unsure of what the requirements would be, and they may not be willing to take on Paid on Call Firefighters. Mendota Heights and Rosemount are also hurting for Firefighters, and do not do the same amount of training. She stated there are obstacles they would have to overcome in almost any recommendation for a study, the problems will not wait for a

study. She stated if they want to fund a study right away while waiting for the Grant, she has no problem with that. There isn't money in the budget right now.

City Administrator Joe Lynch stated he respects and admires Fire Chief Judy Thill and Assistant Fire Chief Eric Bergum for the job they do running the Fire Department. It's a difficult job to do. He stated he admires the people that do the Paid-on Call Firefighter jobs, without them, the City would not be serviced properly. He stated this is a large amount to add to the City at some point in the future. He stated he would 100% support trying to get a funding source to assist. There could be other options they would be able to pursue for funding assistance.

He discussed the impacts and stated the four-year cost to the City, using 3% cost of living adjustment with salary, and going off of the \$900,000 used in the discussion, the total to the City would be \$983,453. If unable to receive assistance, the first-year cost to the City would be 25% or \$225,000 of the \$900,000. The total General Fund increase for 2020 was approximately 1.9 million dollars. The \$225,000 would be 12% of that as a cost expense increase in 2021, for example. He stated the money is authorized through the National Defense Act through 2023. It is guaranteed through 2023. He commented that 2020 is an uncertain year with where things will land, tax revenues could be down as much as 5% and other revenue sources could be down 10%. The total loss could be about \$1.3 million dollars. That represents 11% of the General Fund revenue.

He stated an appropriate course of action would be to authorize funding in the 2021 budget for an independent study which would consist of individuals made up of the community, the Fire Department, Fire Administration, City Administration, and others, to go through the process of determining what the best service going forward is for the City. Suggestions have been mentioned such as a combination, consolidation, or regionalization (full time or continuation of paid on call, or could they create a combination department). He stated if that were the case, funding would still be available in 2022. According to the Capital Improvement Plan, they are looking at a 5.7% General Fund Levy Increase. Items in there are stabilizing the fund balance, labor cost increase, \$250,000 to Pavement Management, \$200,000 cash sourced to the local improvement fund so they can continue to build a cash source for the Public Works building. He stated the \$225,000 would add 1% more to the General Fund Tax Levy.

City Administrator Lynch stated they wouldn't want to apply for a Federal Grant and turn it down. Money will be available in 2022 and 2023. He commented about applying for a Federal Grant in order to get it, not turn it down. He stated a point to note would be about retention and recruitment of Paid on Call Firefighters, and what is the best way to provide that service going forward. A staffing study would allow for those questions, get public participation, have an answer, then seek funding sources to help.

Councilmember Dietrich asked how much the consultant study would cost. City Administrator Lynch estimated they would cost from \$35,000 to \$60,000 depending on the scope. Fire Chief Thill responded that Eagan's study cost approximately \$60,000 to \$70,000 a couple of years ago.

Councilmember Dietrich asked City Administrator Lynch for some positives to applying for the Grant. City Administrator Lynch responded the positives are that there is a funding source that saves 75% of the cost in the first two years and 35% in year three. The City, without a waiver, would pay 25% the first year, 25% the second year, and 65% the third year. With a waiver it's even better. The ending cost in year four would be 100% by the City. He asked if this was the right move for the City to make now. He stated volunteerism is down, but there is a need to do what is possible to provide excellent service to the City. This would allow them to do that if the answer is the need for full time Firefighters. He stated if consolidating, combining, or approaching Dakota County about regionalization, he was unsure where to go for funding and how long it would take. He stated there are full time Fire Administration in Firefighting duties when it was not what they were hired to do, they need to get back to those duties. Adding more paid on call or having full time Firefighters would help them do that.

Fire Chief Thill stated the City Administrator is correct that it is authorized up until 2023. They are worried about money issues; the Federal level is also concerned that money from the next two Grant cycles could change and go

away. She stated a study two years down the road won't help in the short or long term. She stated in her opinion, they apply for a Grant, they could get a waiver or they could get the Federal Government to issue that waiver without needing it. Anyone that would apply and receive a Grant, the match would be waived. She stated this would give them three full years of nine full time Firefighters if a waiver was received at zero cost to the City. No gear would have to be added, extra equipment, the facilities are in place, there is not a lot of startup costs.

Councilmember Bartholomew asked the City Administrator to email the Council the numbers he spoke of. He stated this was a heavy lift before the dilemma we are currently in, his biggest concern was year four. If new Council in place doesn't want new taxes, its back to square one. He stated he understood the importance but wants all pros and cons before making a decision. City Administrator Lynch responded he would get the information to the City Council tomorrow. He stated they have tried to set up the services for the future with succession plans. There is a five-year plan for the Police Department which helps for planning ahead. The goal is to try to even out, or show the increase rather than up or down, or a rapid increase in the General Fund tax levy.

Mayor Tourville asked if successful, when the funding and hiring would begin. Fire Chief Thill responded it is 180 days from when you are awarded the Grant. The Grant awards would start in August or September. It depends on where you are in the award process, there is 180 days to hire.

Mayor Tourville asked whether they do the CAFR (Comprehensive Annual Financial Report), if they would need to look at staffing. He stated there may be benefits to getting estimates of doing a study with or without a CAFR application. They could look at staffing now, into the future, the combination of Paid on Call, the effects with the relief association, retirements, and per Firefighter cost. He requested additional information about the waiver. Fire Chief Thill responded about the waiver and stated it is the requirement of the Grant if you need to ask for, or qualify for it during the application process. She stated the potential for the National Fire Service Organizations to convince the Federal Government to waive everyone's application on the match.

City Administrator Lynch clarified stating there is a Comprehensive Financial Report, the CAFR, this is about the SAFER Grant.

Councilmember Bartholomew stated he would like more information about the challenges, after receiving the Grant, how it looks in the fourth year, and line them up with the reality of what the revenue is going to look like. He stated there is a five-year plan, on assumptions with current rate of revenue, those numbers are going to change. The request is based off of numbers that are going to change. He commented he would like to see what the CIP looks like with reduced revenues. He asked for numbers and discussion with the Fire Chief, City Administrator, and the Finance Director, so he would be able to make a balanced decision. He asked Fire Chief Thill when the filing would take place. Fire Chief Thill responded two weeks.

City Administrator Lynch responded he would send the four years, 2021, 2022, 2023, and 2024.

Councilmember Dietrich stated within the last year they went through the organizational chart and made some changes. There were three communications staff and two IT. She commented she did not see those in the plan, but knew of them. She stated if applying for this Grant, there are resources available.

Councilmember Perry asked if they could get numbers. She asked if the study is done, and it's said there are a number of Firefighters needed, what impact that would have to the budget if applying for the Grant and receiving it. Fire Chief Thill responded if getting the Grant with nine and they come back and say we need 20, if the Grant is still available, they could apply for 11 more down the road. They would have to pay for the match at that time as well as at the end of year four.

Councilmember Piekarski Krech asked for more planning. She commented if 20 more Firefighters are needed, they are not going to be able to absorb that into the budget without decimating every other program, or taxing people too much. She asked that they look at plans going forward. She asked if they are looking at having to get services from another departments, or with the County. She would like to know what options they may have. Fire Chief Thill

responded options need to be looked into. A merger would be several years down the road, County consolidation would be longer. She stated there are still fires and medicals, they still have a dwindling paid on call force they have to deal with. She questioned what she should do in the meantime. Councilmember Piekarski Krech responded this would be a reason why they should have a study, or look at what communities are going to do, as others will be in the same situation. She asked what the new normal is going to be in City Services. City Administrator Lynch responded the most rapid rise is in emergency responses both medical and nature. The number of fires hasn't increased but medical has, this indicates the type of service we provide such as an ambulance service. If that continues to rise, the expectation is that someone needs to respond to those.

City Administrator Lynch stated to Councilmember Dietrich that the numbers she requested will be provided, but the City did not add three communication, and two IT positions in 2020. The Council approved a Systems Administrator position for IT in 2020. In 2019 the Council authorized a Communications Manager position, previously there was a Marketing Coordinator position in Park and Recreation. In 2020 the cost for the marketing position was shifted from Recreation to Administration. There are still two positions authorized from 2018.

Mayor Tourville reiterated the request stating they will be getting updated numbers from the City Administrator and the Fire Chief in terms of budget and cost per Firefighter. He suggested asking for a waiver on the Cities portion. He stated that a lot of Fire Departments in Dakota County have taken a look at the medical issue because they are on the rise with fires decreasing. They are not decreasing as much in growth cities.

Councilmember Bartholomew asked how far along Chief Thill was for presentation of the Grant. Fire Chief Thill responded it is due in two weeks, she has the narrative, and can get it done in two weeks. Councilmember Bartholomew asked when the Council would meet again to give approval on whether or not to file for the Grant. He stated he currently was not ready to file for approval for the Grant. City Administrator Lynch responded there is a Council Meeting scheduled for May 11th and one on Tuesday, May 26th. Fire Chief Thill stated the application is due May 15th.

Councilmember Bartholomew asked if they would be willing to look at more information at the Monday, May 11th meeting in a Work Session prior. Mayor Tourville agreed more time was needed. Fire Chief Thill responded it should be submitted electronically by 4:30 eastern standard time. Councilmember Bartholomew asked if a majority wishes to file a Grant now, he is not ready to say that. He would like further information and discussion with Council. Councilmember Piekarski Krech asked Community Development Director Heather Rand if the EDA meeting could be postponed. Community Development Director Rand responded she could possibly postpone it two to four weeks. Councilmember Piekarski Krech commented she would like to see some of the Grant application before it is submitted.

Mayor Tourville stated he was looking at the application online and an estimate for a Firefighter is roughly \$100,000. Fire Chief Thill responded that is with benefits and possible additions such as Lieutenants and Firefighters. Based off what other Departments are paying, it could be closer to \$90,000 or less.

City Administrator Lynch stated he would get them the information requested. He stated Finance Director Hove, Fire Chief Thill, and himself would meet and put the four years CIP in an understandable format with and without waivers.

Councilmember Bartholomew stated unrelated to the subject, he is concerned about the current cash reserve and asked if he could see that within the next couple of days. City Administrator Lynch responded the Finance Director is working on that. Information would be sent out by the end of the week. Finance Director Amy Hove stated they are currently working on quarterly reports and would get them out sometime this week.

Mayor Tourville asked if the communication with the County is running at about a 5-10% decrease. Finance Director Hove responded it was closer to five, but could be as low as 3% on some of the assumptions. Figures will not be known for sure until May or June. City Administrator Lynch stated the County has made the decision and waived

fees and penalties. Except for escrow accounts, you can pay until July 15th. This has the potential for less and delayed revenue between May and July.

City Administrator Lynch asked for an update on the Legislation to be passed with the remote meetings. City Attorney McCauley Nason responded the Council is meeting remotely, there was Legislature adopted that allows Councilmembers who, based on the advice of a Physician, medical condition, or medical condition of a family or household member, who for 60 days from the date of the declared emergency ends, attend meetings remotely but not have to open up their house or wherever they are staying, to the Public. She stated that under 13.02, if there is somewhere the Councilmembers have to attend Council meetings by interactive television, any Councilmember attending the meeting has to notify and the City has to post the location. It has to be a public location of that Councilmember.

She stated another aspect is with current timelines. The existing Emergency Declaration by the Governor runs through May 13th, the Shelter in Place Order runs through May 18th, and the Cities Declaration of Local Emergency runs through May 31st. She stated there will be further items brought to the Council's attention before the expiration of local emergency.

Mayor Tourville stated that Parks and Recreation Director Carlson did an update on programming and recreation that went out as updates for Friday. It contained information surrounding playgrounds and the dog park.

Fire Chief Thill thanked the Council and wished those Happy International Firefighters Day.

B. ADJOURN:

Motion by Piekarski Krech second by Perry to adjourn the meeting at 7:33 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

**INVER GROVE HEIGHTS CITY COUNCIL SPECIAL MEETING
MONDAY, MAY 11, 2020 – 6:00 PM - 8150 BARBARA AVENUE**

****Remote Meeting held via Zoom Video Conferencing****

A. CALL TO ORDER: The City Council of Inver Grove Heights met remotely via Zoom Video Conferencing for a Special Meeting on Monday, May 11, 2020. Mayor Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

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

Staff: City Administrator Joe Lynch, City Attorney Bridget McCauley Nason, Fire Chief Judy Thill, Finance Director Amy Hove, Park and Recreation Director Eric Carlson, Community Development Director Heather Rand, Police Chief Melissa Chiodo, Public Works Director Scott Thureen, and City Clerk Rebecca Kiernan

1) Federal Fire Grant Discussion

Fire Chief Judy Thill discussed the SAFER Grant for the Fire Department with the following recap:

- SAFER Grant is now open. Closes on Friday at 5:00 eastern standard time.
- Seeking permission from City Council to apply for nine full time shift personnel.
 - 3 Lieutenants. 6 Firefighters
 - Would add a second Duty Crew in the City
- Three-year Grant program.
 - Covers wages, all benefits. Includes FLSA overtime
- Federal dollars pay for:
 - 75% in year 1
 - 75% in year 2
 - 35% in year 3
- City pays the remainder.
- National Fire Service Organizations are requesting:
 - Federal Government to waive any cost match for each Grant recipient
 - Not for sure
 - More dollars be added to Grant funds, so more departments can qualify
- Grant can be turned down.
 - No penalty in turning down Grant as there is a new group of evaluators each year
 - No way to know if a department applied in past and withdrew
- *Would not qualify for a hardship waiver at the time of application. The City of Inver Grove Heights does not qualify. This is for Cities with residences that have lower incomes.

Fire Chief Thill discussed the reason for adding a 2nd Duty Crew:

- 9 shift Firefighters in a 24/7/365 Fire Department operation is the same concept as three regular employees working a 40 hour a week job.
 - Shift Firefighters work 56-hour work weeks
 - May seem like a lot in actual bodies, it is covering only three positions
 - Would be needed to add one additional 3-person Duty Crew
- Present Duty Crew has one full time Captain and two Paid on Call Firefighters.
- Looking to have two Duty Crews.
 - 1 full time Captain, 1 full time Firefighter, and 1 Paid on Call Firefighter
 - 2 full time Lieutenants, 1 full time Firefighter, and 1 Paid on Call Firefighter

Advantages of 2nd Duty Crew:

- Help stabilize the Paid-on Call Staff
 - Presently a lot of requirements that involve time
 - Had to place call back requirements on Staff
 - Lost at least five in last year due to call back requirements

- A couple more are teetering
- 2nd Duty Crew could eliminate call back requirement.
- Would eliminate need to page entire Station for most all simultaneous calls.
 - Presently, no matter how small or minor the call, need to page a full Station to get number of Firefighters needed
- Would eliminate need to page a Station for calls, such as vehicle crashes and some more serious medical calls.
 - Requires paging an extra Station
- Improves response times.
 - Two crews available at all times
 - Do not have to wait for a Station to go in service
- Provides a “safety net” we presently do not have.
 - Improves safety of those responding by providing two, 3-person Engine companies
 - Now have to wait for Chief Officer or Acting Company Officer as back up to one Duty Crew (arrives in SUV, not Fire Truck)
 - A 3-person Engine Company means one Pump Operator, and two Firefighters (those two Firefighters inside are doing a lot of work until help arrives. High stress on the body)
 - Allows for quicker/better proposed back-up for more serious calls such as medical, accidents, and fires (2nd Duty Crew arrives in another Engine, not SUV)
- Less reliance on full time Admin. Staff.
 - If someone calls in sick now, MUST fill shift because cannot run with two on duty
 - Second Duty Crew would still allow five on duty, even if one called in sick
- Would potentially allow to increase response time from home to Station.
 - Opens Paid on Call candidate pool to draw from deeper into our neighboring Cities
- Less reliance on constant recruitment and training as time constraints will be lessened.
- Will allow for continued high level of service presently have as the City grows.
- Split responsibilities between two crews.
 - Truck checks and maintaining readiness
 - Medical bag checks
 - Checking and maintaining equipment
 - SCBA checks and maintenance
 - Training
 - Keeping three Stations clean, beyond basic Contract
 - Public education visits and Outreach activities
 - Responding to emergency calls
- Allows more time for training on shift.
 - Better for Firefighter safety and to provide for citizens
- Creates safety dynamic
 - Same two full time personnel working together regularly on same shift (Getting to know and work with each other improves safety)
- Fires may be down, need to remain fully prepared to respond to all calls within the City.
 - Many marinas and river issues
 - Small airport surrounded by our residents (Private airport along river)
 - Large Liquid Natural Gas storage tanks (Tens of millions of gallons)
 - Terminal tanks on 117th Street (now filled with fuel)
 - Miles of pipeline and all of the fuel that runs through them (Neighboring City had 20,000 gallons of gasoline leak out with a contractor drilling)
 - Miles of highways, railways, and river traffic that haul a variety of products
- Have either responded to calls or spent a lot of time pre-planning and training for incidents at these sites.

Station Accommodations:

- Station 1:
 - Left dorm room intact (Was used by Duty Crew for four years from 2016 to 2020)
 - Allows for three-person 24/7 crew (9 full time equivalent)
- Station 2:
 - Has six dorms (Allows for 18 full time equivalent)
 - Study Room can be converted (Allows for three more full time equivalent)
- Can accommodate up to 30 full time equivalent.

Fire Chief Thill discussed Medical Calls:

- Have not seen “call creep” of medicals.
- Type of medical calls and higher level of training required by IGH Firefighters. This has been in existence since before Fire Chief Thill started.
- Three Shift Captains include one Paramedic and two EMT's. (Each have well over 10 years' experience responding to serious medical calls).
- Have four Paramedics total on the Department.
 - Assist with EMS training and protocols
 - Firefighters bring EMT level skill/training
 - Most Paid-on Call Departments stay at First Responder (Now EMR)

Efficiency:

- Primarily Volunteer or Paid on Call (POC) for 62 years.
- City spending on wage and pension (Relief) for POC Firefighter in 2020.
 - Under \$10,000 (wage and pension). Assumes an “average” high performing POC Firefighter for number of shifts, calls, and training
 - City State pension contribution for one full time, entry level Public Safety employee =>\$10,000
- Slowly stepped up adding full time staff.

In 2007: 75 Clerical
 Added Full time Chief
 Transferred Fire Marshal from Police

2012: Added Full time Assistant Chief for Operations

2015: Added Fire Ops Supervisor to help get Duty Crew up and running and build training program
 75 Clerical went to full time

2019: Added Fire Inspector
 Added three full time Shift Captains

2021: Requesting to add three full time Lieutenants and six full time Firefighters

Fire Chief Thill concluded stating the following:

- The Inver Grove Heights Fire Department is an “essential service”.
- The City Council and the Community have made a substantial investment in getting the Fire Department to where it is today.
 - Training in fire, rescue and medical, full time personnel, trucks and equipment (Have eased into each step)
 - Not just investment in the last 13 years
 - Are simply trying to keep response model stable – that has been working very well. Grows Department “gradually” as Community continues to grow as planned
- Is pushing to change present response model significantly, the right thing to do?
 - Start picking out parts, such as reducing EMS calls presently going to, will potentially lose service level (training and experience) residents presently get
 - Will lose all of the investment the City has made up to this point
- Not an easy choice.
 - Not asking to hire nine right now
 - Understand has been rushed conversation

- Asking to apply for Grant, so they do not miss opportunities
 - Getting match waived
 - Funding increase to allow more Department to qualify for the Grant (\$2,700,000 potential if match is waived)
- Will buy us time to have less rushed conversations about how to proceed.

Mayor Tourville asked for further explanation about the hiring of nine in the future. Fire Chief Thill responded she is not asking for approval to hire the nine, she is asking for approval to apply for the Grant.

Mayor Tourville asked about those that have left the Department and if there was any correlation between shifts not being covered. Fire Chief Thill responded there are not as many day people to fill the shifts, there are open shifts on weekends, nights, during the day. Weekends are difficult when some travel to cabins. Mayor Tourville asked what “short” meant in terms of shift. Fire Chief Thill responded the Fire Operations Officer looks at shifts each month and makes calls to fill open shifts. Sometimes empty shifts fill, sometimes full-time admin staff fill in empty shifts to make the three-person Duty Crew. Mayor Tourville asked if there were shifts that were open and how many per week. Fire Chief Thill responded it is a lot, but would have to look for additional information. At one time they had to force Firefighters to work open shifts.

Councilmember Bartholomew commented about Paid on Call and trying to keep people in the position. He asked if it was salary, safety, training, or all of it and if there was anything that could be done to supplement it. He asked if they should raise salary, have more emphasis on safety such as the equipment, train more aggressively, so when they see Paid on Call, they see the true value. He stated the flip side would be losing them to full time Stations, which may happen, they know they have the best Paid on Call around with a backfill, because it is a good opportunity.

Fire Chief Thill responded Firefighters do not do this job for the salary. She stated in speaking with other Firefighters, it's not about the pay, they want to be able to go to their lake home on a weekend, spend time with family, and not be required for callbacks or forced into shifts. Councilmember Bartholomew stated the situation would be the same with full time Firefighters not wanting to work weekends. If increasing the salary, there may be a lot more interest in Paid on Call. Fire Chief Thill responded she understood, people would not have to work weekends if others stepped up. She stated some don't want to do a callback at 2:00 in the morning when a second Duty Crew could, people have to get up to work the next day.

Fire Chief Thill stated the biggest concern people have is the time and pressure of choosing to do this in their spare time. Requirements such as forcing to fill shifts and required callbacks, take away from their time. Councilmember Bartholomew asked if they could explore the option and see if it adds value. He stated this is a huge number in a period of time when they could be facing potential shortfalls for the next four to seven quarters. The burden on taxpayers would be tremendous. He commented he is trying to come up with ideas for Paid on Call.

Fire Chief Thill stated the best way to improve safety would be to have a second Duty Crew. Councilmember Bartholomew responded he understands it's a hard and thankless job, he believes if making the salary, and pay attention to safety and training, they would see an improvement.

Fire Chief Thill commented about doing this job and researching it as much as she has, time is the main commitment. This department requires a high level of training, which is why several leave for other jobs. Adding more training on shifts will improve skills, but won't help retain Firefighters. She stated safety is important, having a crew you can work with is where safety and comfort level improve. She stated for example, two fairly inexperienced Firefighters sign up for Duty Crew along with one Captain, this is a safety issue they currently have. Having a second Duty Crew would allow them to have one less experienced Firefighter on each crew rather than two. Councilmember Bartholomew asked how Paid on Call Firefighters compare to surrounding communities. Fire Chief Thill responded we are a little on the low side. She stated she has been trusted in her position for the last 13 years people have seen the product that she has brought forward, she doesn't believe she has been overly pushy and is

trying to explain where they are and the best way forward. Councilmember Bartholomew stated he is trying to explain the environment they are in right now. Fire Chief Thill responded she understood. She asked if there were alternative ways for the match besides raising taxes.

Fire Chief Thill stated the Fire Department has been asked to think outside the box and not grow where they need to grow. She asked if they need to look at the efficiencies and assets in other parts of the City. Councilmember Bartholomew responded that they do need to think outside the box. He stated they are not facing department against department. This is a suggestion for full time when the current model is part time Paid on Call. He asked if that model could survive if they tweaked a few things. He stated if going to full time and being unable to support that tax wise, and there is a new Council, he fears there would be a roll back. He wanted to make sure to go into something with a long-term plan. He stated he does not believe we are prepared tax wise/tax base to meet that.

Fire Chief Thill responded it was a hard question to answer because they do need the help. Councilmember Bartholomew responded they know what the problem is. Every department is under scrutiny.

Councilmember Perry asked how much Firefighters make hourly. Fire Chief Thill responded \$13.50 per hour. Recruits make \$11.50. Councilmember Perry asked if the Recruits are doing double time to try to speed up the training process. Fire Chief Thill responded yes, the ones they just hired. She stated the \$13.50, if working holidays, is double time. Councilmember Perry commented if this goes through and they end up hiring nine full time Firefighters, how long the Fire Chief believed that model would last. Fire Chief Thill responded she has been asking around with other Firefighters, who have stated that they are really thinking it would last well beyond the five years, it would solidify the model. Councilmember Perry asked if they would hire outside of the department to try to keep people. Fire Chief Thill responded her preference would be to hire from inside, due to all the training and effort everyone has put in. They could see what kind of candidate pool is out there and bring in a much larger class. She stated there is the potential for Eagan as they are eliminating their Paid-on Call, especially in west Eagan, where they just got three that are already trained.

Councilmember Piekarski Krech stated she was extremely concerned about the current financial situation. She doesn't believe they are in a place with what has taken place in the last couple of months, to make this kind of commitment for the future. Fire Chief Thill responded she understood. It is not committing to the future; this is a chance to turn it down and see where Covid leaves us. To see if they would lose as much in revenue as people may think. She stated they are trying not to let this opportunity pass by.

Councilmember Piekarski Krech asked if they really knew they would be putting that much money in. She was concerned that the Federal Government may not have that much money with the amount they are expending and the amount they would have to expend. She asked where the guarantee was that this would be the way it is laid out. Fire Chief Thill responded there is no guarantee, they did put in an extra \$850 million in for Law Enforcement and an extra \$100 million dollars in for Fire, that's why Fire went back and asked for the match to be waived, and asked for additional money. They want to be able to provide as many opportunities as possible for Fire Departments to hire. Councilmember Piekarski Krech asked if anything has been approved yet. Fire Chief Thill responded no.

Councilmember Dietrich stated there are no guarantees, they would never get this Grant if they don't apply for it. She commented that nobody knows what the future holds, but would hate to miss this opportunity and potential it could bring to the City.

Mayor Tourville commented with a serious fire call, it would be very dangerous to have one crew go with only three. On a known structure fire, Police usually get there first and make a determination to go to an all call. Fire Chief Thill stated the three could make an entry as soon as the Chief Officer gets there, two in two out. She stated they are first and quickest on scene. If it's a structure fire, it's an all call right away. Currently the next crew would have to go from their home, to the Fire Station, get the truck, it's a delayed response.

Mayor Tourville asked about the Captain and Paid on Call and if all six would be there at the same time. Fire Chief Thill responded no. She stated they would have six on shift 24 hours a day, 365 days a year unless someone calls in sick, then they would have five. Mayor Tourville commented they have Paid on Call, not all shifts are filled, and there is a shortage of Captains. Fire Chief Thill responded that Assistant Chief Bergum started the Acting Company Officer Program to bring Paid on Call up to speed in order to become an Officer. They are taking the Duty Squad home for the weekend, and filling in for the Captains when they are not on shift. Mayor Tourville stated they have a lot of great people and are personed for 60. He questioned the open shifts stating that maybe they don't have enough Paid on Call and need 75. Fire Chief Thill responded they are still utilizing two Paid on Call for the two Duty Crews. The shifts are based on 60 Firefighters and is the authorized strength. Currently they are at 54 and why there are open shifts.

Mayor Tourville stated they could authorize more than 60. Fire Chief Thill responded they could authorize more, but it was about finding more. He stated it may be an easier solution without the decrease in tax revenue. 25% ends up being close to \$250,000. He stated it doesn't sound like they qualify for a waiver. Fire Chief Thill responded they do not qualify for a hardship waiver. This has nothing to do with what the potential the Federal Government could waive. Fire Chief Thill stated this could be turned down if things become difficult over the next couple of months, even before the status is known.

Fire Chief Thill stated the department is very efficiently run. Mayor Tourville stated they trust her. He commented it was difficult to decide in a matter of ten days. Fire Chief Thill responded she is not asking for nine, or to be authorized for the nine Firefighters right now. She is asking for a chance to not let the Grant pass by.

Councilmember Perry stated she would like to move forward and have Fire Chief Thill apply for the Grant. By the time they find out if they are approved they would have a better understanding of things taking place. There is no penalty to decline or withdraw. She stated they can take a better look at the Fire Department and see what other options they have if they don't go with the Grant and do the nine full time.

Motion by Dietrich second by Perry to approve the Application for the Federal Fire Grant.

Councilmember Bartholomew stated they have heard that they can withdraw, it will take three to approve. He asked if he votes to approve, who is going to listen when he asks to withdraw. He asked when this is approved, the Grant is filed, and economics indicate it's not a good thing to do and they wish to withdraw, how they handle that. Mayor Tourville responded it may be five votes to not go forward. Fire Chief Thill responded that conversation would be brought forward to her.

Councilmember Piekarski Krech asked what would happen if they are in a questionable spot and it's a question of Fire getting it, or someone else, during budget discussions. Fire Chief Thill responded it would be a discussion similar to what they are having now, but not as rushed.

Mayor Tourville stated if the program has been started you cannot back out in year two or three. Fire Chief Thill responded they cannot back out in the middle of it, but can back out and not accept it. She stated they are only asking for nine full time; they are not asking to go full time. They do not plan to go full time.

Ayes: 2

Nays: 3 (Piekarski Krech, Bartholomew, Tourville). Motion failed.

B. ADJOURN

Motion by Piekarski Krech second by Perry to adjourn the meeting at 7:05 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 26, 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 May 6, 2020 to May 21, 2020.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 21, 2020. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$536,526.28
Debt Service & Capital Projects	66,950.34
Enterprise & Internal Service	431,892.18
Escrows	11,593.43
Grand Total for All Funds	<u><u>\$1,046,962.23</u></u>

If you have any questions about any of the disbursements on the list, please call Amy Hove, Finance Director 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period May 6, 2020 to May 21, 2020 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2020-97

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING May 21, 2020**

WHEREAS, a list of disbursements for the period ending May 21, 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	\$536,526.28
Debt Service & Capital Projects	66,950.34
Enterprise & Internal Service	431,892.18
Escrows	11,593.43
Grand Total for All Funds	<u><u>\$1,046,962.23</u></u>

Adopted by the City Council of Inver Grove Heights this 26th day of May, 2020.

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, Deputy Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 05/06/2020 - 05/21/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABDO, EICK & MEYERS, LLP	429847	05/12/2020	43697	101.41.2000.415.30100	3,000.00
AFSCME COUNCIL 5	INV0099056	05/08/2020	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	901.95
AFSCME COUNCIL 5	INV0099057	05/08/2020	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	38.66
API GARAGE DORR, INC.	Z134403	05/12/2020	Fire Station #2 door repair	101.42.4200.423.40040	111.00
AXON ENTERPRISES, INC.	SI-1654169	05/12/2020	115181 SO200552537	101.42.4000.421.70501	1,440.00
AXON ENTERPRISES, INC.	SI-1654192	05/12/2020	115181 SO2000552665	101.42.4000.421.70501	1,872.00
BARR ENGINEERING COMPANY	23190328.19-13B	05/19/2020	Stark lake wtaershed study & I-state truck review	101.43.5100.442.30300	109.00
BARR ENGINEERING COMPANY	23190328.19-14B	05/19/2020	Stark lake study & I-state review	101.43.5100.442.30300	1,354.50
BARR ENGINEERING COMPANY	23190328.19-15B	05/19/2020	Stark lake watershed study	101.43.5100.442.30300	2,088.00
CATHERINE M. PERME	1228	05/19/2020	City council culture debriefing	101.41.1000.413.50080	600.00
CATHERINE M. PERME	1228	05/19/2020	City council culture debriefing	101.41.1100.413.50080	600.00
COMCAST	05/05/2020	05/19/2020	for services @ 7015 Clayton Ave Apt 1	101.42.4200.423.30700	10.53
CULLIGAN	04/30/2020	05/19/2020	Bottled water equipment service	101.42.4200.423.60065	5.28
CULLIGAN	04/30/2020B	05/19/2020	5 gallon premium water plus services rendered	101.42.4200.423.60065	58.51
DAKOTA COMMUNICATIONS CENTER	IG2020-06	05/12/2020	June fee	101.42.4000.421.70502	57,135.00
DAKOTA COMMUNICATIONS CENTER	IG2020-06	05/12/2020	June fee	101.42.4200.423.70502	7,575.00
DAKOTA COMMUNICATIONS CENTER	IG2020-05	05/12/2020	May fee	101.42.4000.421.70502	57,135.00
DAKOTA COMMUNICATIONS CENTER	IG2020-05	05/12/2020	May fee	101.42.4200.423.70502	7,575.00
DAKOTA COUNTY TECHNICAL COLLEGE	00177378	05/12/2020	13326135	101.43.5100.442.50085	2,250.00
DAKOTA CTY FINANCIAL SVCS	00037768	05/19/2020	Dakota county broadband	101.47.1400.413.40035	17,458.00
EFTPS	INV0099082	05/08/2020	FEDERAL WITHHOLDING	101.203.2030200	54,724.44
EFTPS	INV0099084	05/08/2020	MEDICARE WITHHOLDING	101.203.2030500	15,167.32
EFTPS	INV0099085	05/08/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	40,840.44
EMERGENCY RESPONSE SOLUTIONS	15165	05/19/2020	Chemguard class A & delivery	101.42.4200.423.60065	90.00
FEDEX	3-253-26667	05/12/2020	City of Inver Grove Heights	101.42.4000.421.50035	36.00
FIRSTSCRIBE	250980	05/12/2020	City of Inver Grove Heights	101.43.5100.442.40044	250.00
FIRSTSCRIBE	251245	05/12/2020	City of Inver Grove Heights	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0099063	05/08/2020	HSA ELECTION-FAMILY	101.203.2032500	3,273.63
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0099064	05/08/2020	HSA ELECTION-SINGLE	101.203.2032500	4,987.45
GERRY'S FIRE & SAFETY INC	64996	05/12/2020	230589	101.42.4200.423.40042	46.50
GERTENS	63423/6	05/12/2020	103566	101.44.6000.451.60016	480.60
HOFFMAN & MCNAMARA CO	20010	05/19/2020	14 B&B Trees & 16 Container Trees	101.44.6000.451.60016	12,606.00
ICMA RETIREMENT TRUST - 457	INV0099054	05/08/2020	457 - ROTH AGE 50+	101.203.2031400	140.00
ICMA RETIREMENT TRUST - 457	INV0099055	05/08/2020	457 - ROTH AGE 50+	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0099065	05/08/2020	ICMA-AGE <49	101.203.2031400	3,075.00
ICMA RETIREMENT TRUST - 457	INV0099066	05/08/2020	ICMA-AGE <49 %	101.203.2031400	8,680.98
ICMA RETIREMENT TRUST - 457	INV0099067	05/08/2020	ICMA-AGE 50+	101.203.2031400	7,101.15
ICMA RETIREMENT TRUST - 457	INV0099068	05/08/2020	ICMA-AGE 50+ %	101.203.2031400	1,138.46
ICMA RETIREMENT TRUST - 457	INV0099069	05/08/2020	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	91.25
ICMA RETIREMENT TRUST - 457	INV0099078	05/08/2020	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,711.52
ICMA RETIREMENT TRUST - 457	INV0099079	05/08/2020	ROTH IRA (AGE 50 & OVER)	101.203.2032400	894.00
ICMA RETIREMENT TRUST - 457	INV0099080	05/08/2020	ROTH-AGE <49 %	101.203.2032400	45.87
INVER GROVE HEIGHTS ANIMAL HOSPITAL	730748	05/19/2020	Kato Injections and anti-sedan	101.42.4000.421.60013	189.01
IUOE	INV0099070	05/08/2020	UNION DUES IUOE	101.203.2031000	1,143.42
JULIEE QUARVE-PETERSON, INC.	20-041	05/12/2020	City of Inver Grove Heights	101.44.6000.451.40047	2,887.57
KIESLER POLICE SUPPLY, INC	IN121298	05/12/2020	L73524	101.42.4000.421.60018	36.00
LAURENTINA DEJONG	04/29/2020	05/19/2020	8 pots, 3 monuments & 2 VMCC planter boxes	101.44.6000.451.30700	1,014.00
LELS	INV0099071	05/08/2020	UNION DUES (LELS)	101.203.2031000	2,201.00
LELS SERGEANTS	INV0099081	05/08/2020	UNION DUES (LELS SGT)	101.203.2031000	310.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	48691	05/12/2020	111541	101.42.4200.423.30700	125.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	48723	05/12/2020	106325	101.42.4000.421.70501	1,985.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	48731	05/12/2020	111541	101.42.4200.423.30700	491.00
LOUIS D BEDOR III	109	05/12/2020	City of Inver Grove Heights	101.41.1300.413.30700	4,165.00
MCKESSON MEDICAL-SURGICAL INC.	73480836	05/19/2020	Airway, LMA supreme	101.42.4200.423.60065	18.93
MINNEAPOLIS OXYGEN CO.	00058630	05/19/2020	Medical Oxygen - Small cylinder	101.42.4200.423.30700	96.60
MINNEAPOLIS OXYGEN CO.	00058631	05/19/2020	Medical Oxygen - small cylinder	101.42.4200.423.30700	69.00
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0099059	05/08/2020	JOEL JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0099060	05/08/2020	JOSH PARROW ORDER- 0015633635 CASE- 001563363401	101.203.2032100	369.63
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0099061	05/08/2020	NEAL ST. ONGE FEIN/TAXPAYER ID: 416005255	101.203.2032100	186.89
MN DEPT OF REVENUE	INV0099083	05/08/2020	STATE WITHHOLDING	101.203.2030300	23,758.60
NDC4	33020-A	05/19/2020	Share of 2019 operating costs	101.47.1400.413.40035	7,607.50
NELCOM CORP	30101	05/19/2020	Siren battery replacement Rich valley sports comp	101.42.4000.421.40042	859.74
OFFICE OF MN. IT SERVICES	DV20040508	05/19/2020	Current Charges	101.47.1400.413.40035	310.00
OXYGEN SERVICE COMPANY, INC	03464420	05/19/2020	OSC steel & Non-asset cylinders	101.42.4000.421.60065	52.26
PARAGON DEVELOPMENT SYSTEMS (PDS)	15013306	05/19/2020	Order #2085864	101.47.1400.413.40035	15,331.30
PERA	INV0099072	05/08/2020	PERA COORDINATED PLAN	101.203.2030600	42,150.86
PERA	INV0099073	05/08/2020	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,242.34
PERA	INV0099074	05/08/2020	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0099075	05/08/2020	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	53.46
PERA	INV0099076	05/08/2020	PERA POLICE & FIRE PLAN	101.203.2030600	22,746.51
PERA	INV0099077	05/08/2020	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	34,119.82
PETTY CASH - WF PURCHASE CARD FEES	April2020	05/19/2020	WF fees- April 2020	101.41.2000.415.70440	78.01
PRO-TECH DESIGN INC.	96372	05/12/2020	City of Inver Grove Heights	101.47.1400.413.40035	3,628.80
PRO-TECH DESIGN INC.	94928	05/12/2020	City of Inver Grove Heights	101.44.6000.451.80610	3,950.87
RED ROCK FIRE LLC	2121	05/19/2020	5.1 acre burning 4/27/20	101.44.6000.451.30700	1,930.00
RENEE DUBS ELLENA	20-4953	05/12/2020	City elections informational handout	101.41.1300.413.30700	85.00
RENEE DUBS ELLENA	20-4955	05/12/2020	Think with your heart.... stay 6 ft apart	101.41.1300.413.30700	135.00
RENEE DUBS ELLENA	20-4956	05/12/2020	Cinco de mayo heart artwaork	101.41.1300.413.30700	145.00
RENEE DUBS ELLENA	20-4947	05/19/2020	Bike safety rodeo flyer	101.41.1300.413.30700	110.00
RENEE DUBS ELLENA	20-4948	05/19/2020	COVID-19 response services sheet	101.41.1300.413.30700	145.00
SENSUS METERING SYSTEMS	ZA20209071	05/12/2020	418020	101.47.1400.413.40035	1,949.94
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1765273	05/19/2020	Minimum & Renewal fee	101.42.4000.421.30550	153.00
TDS METROCOM	6514574790	05/12/2020	9145-A8A1-D488	101.47.1400.413.50020	171.94
TEXAS STATE DISBURSEMENT UNIT	INV0099058	05/08/2020	ANDREW BRAVO FEIN/TAXPAYER ID: 416005255	101.203.2032100	401.13
TYLER TECHNOLOGIES, INC	025-294477	05/19/2020	June Monthly fees	101.47.1400.413.40035	438.00
VERIZON WIRELESS	9853212206B	05/19/2020	monthly charges	101.47.1400.413.50020	4,976.14
WI SCTF (WI SUPPORT COLLECTIONS TRUST FUND)	INV0099062	05/08/2020	NEAL ST. ONGE FEIN/TAXPAYER ID: 416005255	101.203.2032100	433.06
Fund: 101 - GENERAL FUND					502,734.72

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AEP ONSITE PARTNERS, LLC	419-21249749	05/19/2020	Aquatic Center	205.44.6200.453.40020	4,982.84
AEP ONSITE PARTNERS, LLC	419-21249749	05/19/2020	Ice Arena	205.44.6200.453.40020	5,042.84
BOEHMER, BARBARA	05/12/2020	05/19/2020	COVID-19	205.44.0000.3493501	68.00
BURSKI, COLETTA	5/1/2020	05/12/2020	Music Man trip cancellation COVID-19	205.44.0000.3493501	94.00
DEGLER, JANE	05/12/2020	05/19/2020	COVID-19	205.44.0000.3493501	136.00
GONGOLL, LINDSAY	05/12/2020	05/19/2020	Swim lesson cancellation	205.44.0000.3493501	130.00
HEITZINGER, TANYA	05/12/2020	05/19/2020	COVID-19	205.44.0000.3496000	155.00
IGH NATIONAL GUARD ARMORY	05/15/2020	05/19/2020	2020 annual lease	205.44.6200.453.70310	5,500.00
JACOBY, DIANE	05/12/2020	05/19/2020	Cancelled trip	205.44.0000.3493501	136.00
KEMLING, GERALD OR DOLLY	05/12/2020	05/19/2020	Cancelled trip	205.44.0000.3493501	136.00
MERTENS, KELLY	05/12/2020	05/19/2020	COVID-19	205.44.0000.3493501	130.00
MORRISON, KENNETH	05/12/2020	05/19/2020	Cancelled trip	205.44.0000.3493501	68.00
NEVAREZ, SELENA	05/15/2020	05/19/2020	Kids rock refund	205.207.2070300	80.00
NEVILLE, AARON	05/05/2020	05/12/2020	covid19 refund credit on account swim lessons	205.44.0000.3493501	202.00
ROSENBERGER, PHILLIP	05/12/2020	05/19/2020	Cancelled trip	205.44.0000.3493501	136.00
SCHOEPPNER, TERRY	05/12/2020	05/19/2020	Cancelled trip	205.44.0000.3493501	68.00
SIR LINES-A-LOT, LLC.	PL20-0409	05/12/2020	City of Inver Grove Heights	205.44.6200.453.40040	1,197.00
SIR LINES-A-LOT, LLC.	PL20-0409	05/12/2020	City of Inver Grove Heights	205.44.6200.453.40040	1,197.00
THOMPSON, KIM	05/15/2020	05/19/2020	COVID-19	205.44.0000.3493501	65.00
W. W. GOETSCH ASSOCIATES, INC.	104014	05/19/2020	SPA Recirculating pump	205.44.6200.453.40040	4,041.94
W. W. GOETSCH ASSOCIATES, INC.	104015	05/19/2020	SPA Agitation pump	205.44.6200.453.40040	3,320.94
Fund: 205 - COMMUNITY CENTER					26,886.56
EHLERS AND ASSOCIATES, INC.	83431	05/19/2020	Preparations & Communications for April	290.45.3000.419.30700	1,350.00
Fund: 290 - EDA OPERATING					1,350.00
EHLERS AND ASSOCIATES, INC.	83410	05/12/2020	Arbitrage Report 2017B	369.57.9000.570.30150	5,280.00
Fund: 369 - G.O. IMPR BONDS 2017B					5,280.00
KENNEDY & GRAVEN	154722	05/12/2020	Legal: Unspent Bond Funds	399.57.9000.570.30420	275.00
Fund: 399 - CLOSED BOND FUND					275.00
METROPOLITAN COUNCIL	05/14/2020	05/19/2020	March	404.217.2170000	22,365.00
Fund: 404 - SEWER CONNECTION FUND					22,365.00
SRF CONSULTING GROUP, INC	10970.01-19	05/12/2020	City of Inver Grove Heights	438.42.4200.423.30300	2,263.70
Fund: 438 - 2018 IMPROVEMENT FUND					2,263.70
INSPEC INC	214892-6	05/12/2020	214892-001 Design	439.73.5900.739.30300	40.00
VALLEY-RICH CO, INC	FINAL PAY VOUCHER NO.2	05/12/2020	Project No. 2019-04	439.73.5900.739.80300	4,307.00
Fund: 439 - 2019 IMPROVEMENT FUND					4,347.00
DCA TITLE	49757	05/12/2020	Escrow#20-010080-RC	440.74.5900.740.30700	575.00
DCA TITLE	49760	05/12/2020	Escrow#20-01-0081-RC	440.74.5900.740.30700	575.00
DCA TITLE	49811	05/12/2020	Escrow#20-020047-RC	440.74.5900.740.30700	500.00
DCA TITLE	49814	05/12/2020	Escrow#20-020046-RC	440.74.5900.740.30700	500.00
DCA TITLE	49815	05/12/2020	Escrow# 20-020046-RC	440.74.5900.740.30700	500.00
DCA TITLE	49821	05/12/2020	20-020036-RC	440.74.5900.740.30700	500.00
DCA TITLE	49822	05/12/2020	Escrow#20-020038-RC	440.74.5900.740.30700	500.00
DCA TITLE	49825	05/12/2020	20-020044-RC	440.74.5900.740.30700	500.00
DCA TITLE	49826	05/12/2020	Escrow 20-020043-RC	440.74.5900.740.30700	500.00
DCA TITLE	49827	05/12/2020	Escrow#20-020040-RC	440.74.5900.740.30700	500.00
DCA TITLE	49828	05/12/2020	Escrow#20-020042-RC	440.74.5900.740.30700	500.00
DCA TITLE	49829	05/12/2020	20-020037-RC	440.74.5900.740.30700	500.00
DCA TITLE	49833	05/12/2020	Escrow# 20-020041-RC	440.74.5900.740.30700	500.00
DCA TITLE	49836	05/12/2020	Escrow#-20-020039-RC	440.74.5900.740.30700	500.00
DCA TITLE	49840	05/12/2020	20-020035-RC	440.74.5900.740.30700	500.00
KIMLEY-HORN & ASSOCIATES, INC.	16336704	05/12/2020	160509021.3	440.74.5900.740.30300	352.46
KIMLEY-HORN & ASSOCIATES, INC.	1641388	05/12/2020	City of Inver Grove Heights	440.74.5900.740.30300	10,766.93
Fund: 440 - PAVEMENT MANAGEMENT PROJ					18,769.39
EMMONS & OLIVIER RESOURCES	00095-0066-1	05/12/2020	00095-0066	441.43.0000.3434500	2,067.50
EMMONS & OLIVIER RESOURCES	00095-0067-1	05/12/2020	City of Inver Grove Heights	441.43.0000.3434500	5,298.75
Fund: 441 - STORM WATER MANAGEMENT					7,366.25
WESTWOOD PROFESSIONAL SERVICES, INC.	1200300911	05/19/2020	R0026151.00	446.43.0000.3660000	3,762.50
WESTWOOD PROFESSIONAL SERVICES, INC.	1200400536	05/19/2020	Project R0026151.00	446.74.5900.746.30300	1,032.50
WSB & ASSOCIATES, INC.	R0-14154-000-11	05/12/2020	City of Inver grove Heights- 65th St & Utility Imp	446.74.5900.746.30300	5,656.50
Fund: 446 - NW AREA					10,451.50
EHLERS AND ASSOCIATES, INC.	83468	05/19/2020	Cashflow Analysis	453.57.9000.570.30150	1,062.50
KENNEDY & GRAVEN	154722	05/12/2020	Legal: Unspent Bond Funds	453.57.9000.570.30420	325.00
Fund: 453 - SE QUADRANT TIF DIST 4-1					1,387.50
AUTOMATIC SYSTEMS CO.	34994S	05/19/2020	4/20/20 Services	501.50.7100.512.30700	501.05
BLACKTOP PROS, LLC	20-0309	05/19/2020	Amhurst blacktop driveway	501.50.7100.512.40046	1,200.00
CORE & MAIN LP	M202668	05/12/2020	099872	501.50.7100.512.40043	3,593.40
CORE & MAIN LP	M244577	05/12/2020	098872	501.50.7100.512.40043	1,966.76
CORE & MAIN LP	M244882	05/12/2020	099872	501.50.7100.512.40043	525.32
CORE & MAIN LP	M251372	05/12/2020	099872	501.50.7100.512.40043	96.74
CORE & MAIN LP	M281426	05/19/2020	parts	501.50.7100.512.40043	624.72
CSS	9977	05/12/2020	City of Inver Grove Heights	501.50.7100.512.60016	1,219.48
GOPHER STATE ONE-CALL	0040482	05/12/2020	MN00435	501.50.7100.512.30700	899.10
HAWKINS, INC.	4710560	05/19/2020	Hyrdofluosilicic acid, freight, potassium permanga	501.50.7100.512.60019	8,204.27
HYDRODESIGNS, INC	0057029	05/12/2020	INVERGR	501.50.7100.512.30700	1,247.25
KIMBALL MIDWEST	7887471B	05/12/2020	222006	501.50.7100.512.60016	297.00
MID CITY SERVICES, INC.	127941	05/12/2020	City of Inver Grove Heights	501.50.7100.512.40040	55.20
PROJECT ENERGY SAVERS, LLC.	20-291	05/19/2020	Road warrior kit	501.50.7100.512.60065	397.50
Fund: 501 - WATER UTILITY FUND					20,827.79
METROPOLITAN COUNCIL	0001109431	05/19/2020	Waste water services monthly charge	502.51.7200.514.40015	169,432.94
Fund: 502 - SEWER UTILITY FUND					169,432.94
BREAKTHRU BEVERAGE MINNESOTA	1091133698	05/19/2020	GC alcohol	503.52.8300.524.76150	643.70
COCA COLA BOTTLING COMPANY	3607207514	05/19/2020	Soda, water, juice & sports drinks	503.52.8300.524.76100	830.35
GEMPLER'S INC.	INV0004435658	05/12/2020	190222 INVERWOOD GOLF COURSE	503.52.8600.527.60065	97.30
JJ TAYLOR DIST. COMPANY OF MN	3087460	05/19/2020	Alcohol	503.52.8300.524.76150	355.00
MTI DISTRIBUTING CO	1251587-00	05/19/2020	E-Osmac narrow decoder	503.52.8600.527.60008	373.94
MTI DISTRIBUTING CO	1253214-00	05/19/2020	parts	503.52.8600.527.40042	142.86
MTI DISTRIBUTING CO	1253429-00	05/19/2020	Battery, air filter, clutch	503.52.8600.527.40042	145.63
MTI DISTRIBUTING CO	1253214-01	05/19/2020	Off road tires & parts	503.52.8600.527.40042	136.47
MTI DISTRIBUTING CO	1253429-01	05/19/2020	Inver Wood Golf Course - Battery	503.52.8600.527.40042	213.95
MTI DISTRIBUTING CO	1254049-00	05/19/2020	Cable clutch & key ignition set	503.52.8600.527.40042	104.74

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIR LINES-A-LOT, LLC.	PL20-0409	05/12/2020	City of Inver Grove Heights	503.52.8500.526.30700	334.00
SUPERIOR TURF SERVICES INC	16865	05/19/2020	flagsticks, signs, cups for GC	503.52.8600.527.60021	1,463.13
SUPERIOR TURF SERVICES INC	16946	05/19/2020	Seymour paint-red	503.52.8600.527.60050	57.85
Fund: 503 - INVER WOOD GOLF COURSE					4,898.92
CATHERINE M. PERME	1228	05/19/2020	City council culture debriefing	602.00.2100.415.30700	1,200.00
LEAGUE OF MN CITIES	05/04/2020	05/19/2020	Agremment #s 1004262-3 & 1004263-3	602.00.2100.415.50009	146,903.00
Fund: 602 - RISK MANAGEMENT					148,103.00
APPLIED CONCEPTS, INC.	363494	05/19/2020	kits, cables, antennas	603.00.5300.444.80700	9,240.00
EHLERS AND ASSOCIATES, INC.	83426	05/12/2020	CIP revisions 4/2020	603.00.5300.444.70600	1,000.00
GOPHER BEARING - BDI	9501228096	05/12/2020	0001032969	603.00.5300.444.40041	149.02
KIMBALL MIDWEST	7875280B	05/12/2020	222006	603.00.5300.444.60040	292.30
KIMBALL MIDWEST	7887282	05/12/2020	222006	603.00.5300.444.60012	128.04
KIMBALL MIDWEST	7907869B	05/12/2020	222006	603.00.5300.444.60012	104.79
LAURENTINA DEJONG	04/29/2020	05/19/2020	8 pots, 3 monuments & 2 VMCC planter boxes	603.00.5300.444.30700	269.82
MACQUEEN EMERGENCY GROUP	P03375	05/12/2020	Inver Grove Heights Fire Dept	603.00.5300.444.40041	58.92
MTI DISTRIBUTING CO	1249760-00B	05/12/2020	91180	603.00.5300.444.40041	441.18
MTI DISTRIBUTING CO	1251045-00B	04/17/2020	9118	603.00.5300.444.40041	(183.00)
NORTHERN SAFETY TECHNOLOGY INC	50387	05/19/2020	materials/equipment ofr shipping order# 20944	603.00.5300.444.80700	10,512.94
NUSS TRUCK AND EQUIPMENT	40DD0047	02/25/2020	38679B	603.00.5300.444.40041	(6,266.08)
NUSS TRUCK AND EQUIPMENT	4020650	03/10/2020	38679B	603.00.5300.444.40041	2,802.87
NUSS TRUCK AND EQUIPMENT	4622087P	03/10/2020	38679B	603.00.5300.444.40041	89.70
NUSS TRUCK AND EQUIPMENT	CM4622087P	04/07/2020	38679B	603.00.5300.444.40041	(19.99)
NUSS TRUCK AND EQUIPMENT	4020767	04/07/2020	38679B	603.00.5300.444.40041	568.45
NUSS TRUCK AND EQUIPMENT	4021199	04/07/2020	386479B	603.00.5300.444.40041	1,736.14
NUSS TRUCK AND EQUIPMENT	4021976	05/12/2020	38679B	603.00.5300.444.40041	3,428.12
NUSS TRUCK AND EQUIPMENT	4629229P	05/12/2020	38679B	603.00.5300.444.40041	62.63
NUSS TRUCK AND EQUIPMENT	7149869P	05/12/2020	38679B	603.00.5300.444.40041	118.24
O' REILLY AUTO PARTS	1767-469675	05/12/2020	1578028	603.140.1450050	64.80
O' REILLY AUTO PARTS	1767-469676	05/12/2020	1578028	603.140.1450050	14.81
O' REILLY AUTO PARTS	1767-469690	05/12/2020	1767-469690	603.00.5300.444.40041	101.36
O' REILLY AUTO PARTS	1767-46994	05/12/2020	1578028	603.140.1450050	14.81
O' REILLY AUTO PARTS	1767-469974	05/12/2020	1578028	603.00.5300.444.40041	9.98
O' REILLY AUTO PARTS	1767-470063	05/12/2020	1578028	603.140.1450050	35.15
POMP'S TIRE SERVICE, INC.	980068538	05/12/2020	4502557 Inver Grove Public Works	603.140.1450050	1,080.00
SHARROW LIFTING PRODUCTS	138206	05/12/2020	18300 order #1077755	603.00.5300.444.40040	392.25
TOWMASTER TRAILERS INC	427239	05/12/2020	2946 CO256198	603.00.5300.444.40041	135.74
TRI-STATE BOBCAT INC.	W88886	05/12/2020	16312	603.00.5300.444.40041	834.70
Fund: 603 - CENTRAL EQUIPMENT					27,217.69
US BANK EQUIPMENT FINANCE, INC.	413187907	05/19/2020	Sharp copiers	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					2,555.00
AEP ONSITE PARTNERS, LLC	419-21249749	05/19/2020	City Hall	605.00.7500.460.40020	2,693.23
LAURENTINA DEJONG	04/29/2020	05/19/2020	8 pots, 3 monuments & 2 VMCC planter boxes	605.00.7500.460.30700	1,208.18
MAS COMMUNICATIONS	200300050101	05/19/2020	Monitor emergency elevator phone 4/1-6/30	605.00.7500.460.40040	48.20
SIR LINES-A-LOT, LLC.	PL20-0426	05/12/2020	City of Inver Grove Heights	605.00.7500.460.30700	836.00
TOTAL CONSTRUCTION & EQUIP.	17733	05/12/2020	City of Inver Grove Heights #40201047	605.00.7500.460.30700	437.40
W. W. GOETSCH ASSOCIATES, INC.	104012	05/19/2020	Pumps GWP-2&3	605.00.7500.460.40040	8,160.00
W. W. GOETSCH ASSOCIATES, INC.	104013	05/19/2020	Pumps CP-2&3	605.00.7500.460.40040	9,150.00
Fund: 605 - CITY FACILITIES					22,533.01
CDW GOVERNMENT INC	XKT6012	05/19/2020	Purchase order 221540	606.00.1400.413.80610	7,325.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	48766	05/12/2020	60600140041380610	606.00.1400.413.80610	11,849.48
PRO-TECH DESIGN INC.	95045	05/12/2020	City of Inver Grove Heights	606.00.1400.413.80610	3,409.05
PRO-TECH DESIGN INC.	96570	05/19/2020	order #5381	606.00.1400.413.80610	13,740.30
Fund: 606 - TECHNOLOGY FUND					36,323.83
BARR ENGINEERING COMPANY	23190328.19-13B	05/19/2020	Stark lake wtaershed study & I-state truck review	702.229.2288503	1,269.13
BARR ENGINEERING COMPANY	23190328.20-1	05/15/2020	stormwater review	702.229.2283203	1,794.00
BARR ENGINEERING COMPANY	23190328.20-1	05/15/2020	stormwater review	702.229.2288803	74.50
BARR ENGINEERING COMPANY	23190328.19-14B	05/19/2020	Stark lake study & I-state review	702.229.2288503	193.00
BARR ENGINEERING COMPANY	23190328.20-2	05/19/2020	Stor pahse 2 &	702.229.2283203	1,180.50
BARR ENGINEERING COMPANY	23190328.20-2	05/19/2020	Stor phase 2 & 9697 trail stormwater review	702.229.2288803	2,236.00
BARR ENGINEERING COMPANY	23190328.19-15B	05/19/2020	Amberwood construction services	702.229.2282803	156.00
BARR ENGINEERING COMPANY	23190328.19-15B	05/19/2020	STOR construction observation	702.229.2283203	2,105.30
BARR ENGINEERING COMPANY	23190328.19-15B	05/19/2020	Cahill storage stormwater review	702.229.2285902	598.00
BARR ENGINEERING COMPANY	23190328.19-15B	05/19/2020	6515 babcock trail stormwater review	702.229.2288303	145.50
BARR ENGINEERING COMPANY	23190328.20-3B	05/19/2020	9697 invergrove trail stormwater review	702.229.2288803	1,286.00
EMMONS & OLIVIER RESOURCES	00095-0063-8	05/12/2020	00095-0063	702.229.2282602	477.50
WARRANT DIVISION - RECORDS	Warrant 19425873	05/12/2020	Erik Armando Carrillo	702.229.2291000	78.00
Fund: 702 - ESCROW FUND					11,593.43
Grand Total					1,046,962.23

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: May 26, 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.

Temp/Seasonal Employment:

Ashley Swearingen, Utility Maintenance Helper
 Brooklyn Hart, Golf Course F&B
 Concessionaire
 Bryce Phillips, Golf Course Concessionaire
 Erin Sweeney, Golf Course F&B Concessionaire
 Jack Peterson, Golf Course Outside Services
 Jack Young, Park Maintenance Helper
 Jaclyn Joseph, Golf Course F&B Concessionaire
 Jeff Lengsfeld, Golf Course Laborer
 John Gaylord, Golf Course Laborer
 John Jackson, Golf Course Laborer
 John Schwab, Golf Course Laborer
 Jon Lessard, Golf Course Ranger
 Joseph Schommer, Park Maintenance Helper
 Josh Kaemmer, Park Maintenance Helper
 Lyle Knutson, Golf Course Concessionaire
 Makena Berg, Golf Course F&B Concessionaire
 Marvin Bolles, Golf Course Laborer
 Max Henseler, Golf Course Laborer
 Max Meekin, Golf Course Outside Services
 Paul Garcia, Golf Course Ranger
 Ryan Berg, Golf Course Concessionaire
 Ryan Christensen, Park Maintenance Helper
 Ryan Gingerich, Golf Course Outside Services
 Shane Peterson, Golf Course Concessionaire
 Todd Siebell, Golf Course Ranger
 Tyler Prifrel, Golf Course Laborer

Camden Callstrom, Golf Course Laborer
 Cole Hanzel, Golf Course Outside Services
 David Molitor, Golf Course Ranger
 Dustin McNally, Golf Course Outside Services

Retirement:

Tom Oftedahl, Sign Worker - Street Maintenance

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider setting Monday, June 15, 2020 for a Special Meeting for Commissioner Appointments

Meeting Date: May 26, 2020
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Rebecca Kiernan, City Clerk
 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

On March 16, 2020, the City of Inver Grove Heights Mayor proclaimed and declared a peacetime emergency for the COVID -19 with resolution 2020-50. This declaration has caused a few delays in items that need to go before council. The Commissioner appointments are one of those items that now need a special council meeting to be held at 7 p.m. on Monday, June 15, 2020. The appointment interviews will begin at 5 pm and be staggered for 2 hours.

SUMMARY

Staff recommends setting a Special City Council meeting for Monday, June 15, 2020 for 7:00 p.m. to be held in City Council Chambers located at 8150 Barbara Ave, Inver Grove Heights. Notice will be posted and published under normal protocols.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVAL OF RESOLUTION EXTENDING DECLARATION OF LOCAL EMERGENCY

Meeting Date: May 26, 2020
Item Type: Administration
Contact: City Clerk Rebecca Kiernan

Fiscal/FTE Impact:

☒	None
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

The City Council is asked to consider approval of a resolution extending the previously-declared local emergency due to COVID-19 Pandemic.

SUMMARY

Following the initial declaration of a Peacetime Emergency due to the COVID-19 Health Pandemic by Governor Tim Walz on March 13, 2020, Mayor George Tourville declared a local emergency on March 16, 2020 which was subsequently ratified and further extended by the City Council, with the existing declaration of local emergency set to expire on May 31, 2020. Due to the uncertainty surrounding when the Governor's declaration of the COVID-19 Peacetime Emergency, which is currently set to expire on June 12, 2020, will be allowed to expire, the attached resolution extends the previously-declared local emergency until such time as the City Council takes formal action to terminate the local emergency.

ATTACHMENTS

1. Resolution Extending Declaration of Local Emergency

RESOLUTION NO. 2020-98

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

RESOLUTION EXTENDING EXISTING DECLARATION OF LOCAL EMERGENCY

WHEREAS, on March 13, 2020, Governor Tim Walz, by way of Emergency Executive Order 20-01, declared a Peacetime State of Emergency to authorize any and all necessary resources to be used in support of the COVID-19 response, which COVID-19 Peacetime Emergency remains in effect within the State of Minnesota; and

WHEREAS, by that Proclamation and Declaration of Emergency dated March 16, 2020, Mayor George Tourville declared that a local emergency existed due to the COVID-19 health pandemic; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 2020-51 which agreed with the Mayor's Proclamation and Declaration of Emergency, consented to the declaration of a local emergency due to the COVID-19 health pandemic, and extended the declaration of local emergency for a period of thirty (30) days from the date of adoption of Resolution No. 2020-51, and the City Council subsequently adopted Resolution No. 2020-66 further extending the declaration of local emergency until May 31, 2020; and

WHEREAS, the City Council of the City of Inver Grove Heights finds that the existing local emergency will continue past May 31, 2020, therefore necessitating an extension of the existing declaration of local emergency.

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

1. The City Council finds that the existing local emergency due to the COVID-19 health pandemic will continue past May 31, 2020.
2. The City Council hereby extends the existing declaration of local emergency until such time as the City Council takes formal action to declare that the local emergency due to the COVID-19 health pandemic has ended and to rescind the declaration of local emergency.
3. All of the authorizations and approvals granted in the initial Proclamation and Declaration of Emergency and in Resolution Nos. 2020-51 and 2020-66 are hereby continued for the duration of the existence of the previously-declared and extended local emergency, and the Mayor and City Staff are authorized and directed to take any and all additional actions necessary or convenient in order to accomplish the intent of this Resolution, the initial Proclamation and Declaration of Emergency, and Resolutions No. 2020-51 and 2020-66.
4. The City Council and Mayor hereby determine that in-person meetings of the City Council, Planning Commission, and other commissions of the City of Inver Grove Heights are not practical or prudent, due to the COVID-19 health pandemic, existing COVID-19 Peacetime Emergency, and existing local emergency. The City Council hereby extends the authority to all city public bodies to conduct public meetings pursuant to and in compliance with Minnesota

Statutes, Section 13D.021 until such time as the presiding officer of each body determines, in consultation with the City Administrator, that it is no longer impractical or imprudent for the respective public body to resume in-person meetings or the termination of this declaration of local emergency, whichever occurs first.

5. The City Clerk is authorized and directed to file and post notice of adoption of this resolution and any emergency regulations as authorized and required by State law or City Code and City Staff are authorized and directed to take any and all additional actions necessary or convenient to accomplish the intent of this resolution.

Adopted by the City Council of the City of Inver Grove Heights this 26th day of May, 2020.

Ayes:

Nays:

Signed:

George Tourville, Mayor

Attest:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Dakota Broadband Board IRU

Meeting Date: 5-25-20
 Item Type: Consent Agenda
 Contact: Marc Gade
 Prepared by: Marc Gade
 Reviewed by: Joe Lynch

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 Fiber Optic Indefeasible Right of Use (IRU) between the City of Inver Grove Heights and the Dakota Broadband Board.

SUMMARY

This agreement would allow the Dakota Broadband Board (DBB) to utilize and service Inver Grove Heights fiber assets as outlined in the DBB Joint Powers Agreement (JPA) previously approved by the City. The IRU was recommended by the DBB legal counsel to ensure the DBB's ability to adhere to the responsibilities outlined within the JPA.

The IRU agreement has been reviewed by Inver Grove Heights staff and legal counsel and is recommend for approval.

DBB Contract # _____

**FIBER OPTIC INDEFEASIBLE RIGHT TO USE
AGREEMENT BY AND BETWEEN
CITY OF INVER GROVE HEIGHTS AS GRANTOR
AND
DAKOTA BROADBAND BOARD AS GRANTEE**

FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT

This Agreement for the indefeasible right to use (or “IRU”) together with the attached exhibit (collectively the “Agreement” or the “IRU Agreement”) is made by and between the City of Inver Grove Heights, a Minnesota municipal corporation (“IRU Grantor” or “the City”), and Dakota Broadband Board, a Minnesota independent joint powers organization, acting by and through its Board of Directors (“IRU Grantee”, or “the DBB”). The IRU Grantor and IRU Grantee may be referred to herein individually as a “Party” or collectively as the “Parties.”

BACKGROUND

- A. The City has installed and maintained, or plans to install and maintain, certain Fibers and Fiber Facilities, and
- B. The City is a participant in and a member of the Dakota Broadband Board and to further the purpose and goals of the DBB, the City agrees to grant to the DBB the right to use, manage and maintain Fibers and Fiber Facilities within certain Fiber Optic Cable segments on the terms and conditions set forth below.
- C. The DBB desires to use, manage and maintain optic Fibers and Fiber Facilities from the City as described in this Agreement.

DEFINITIONS

The following terms are used in this IRU Agreement:

- A. “County Right-of-Way” means the real property, including all fee simple, easements, access rights, rights of use and other interests, owned and/or operated by Dakota County, devoted to County road or highway purposes.
- B. “City Right-of-Way” means the real property, including all fee simple, easements, access rights, rights of use and other interests owned and/or operated by the City, devoted to City road or highway purposes.
- C. “Dakota Broadband Network” means a high-performance network connecting local government facilities in Dakota County with the physical assets (conduit, fiber optic cable, handholes, cabinets, network equipment) owned by DBB members but maintained and managed by the DBB.
- D. “Effective Date” is the date upon which all Parties have executed this Agreement.
- E. “Fiber” means a glass strand or strands which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- F. “Fiber Facilities” means a handhole, conduit, splice enclosures and related equipment, but excluding any electronic or optronic equipment at termination points located in City facilities.

- G. "Fiber Optic Cable" or "Cable" means a collection of fibers with a protective outer covering.
- H. "IRU Assets" means the City's IRU conduit, IRU Cable, IRU Fibers and Fiber Facilities that is subject to this Agreement as more specifically described in Exhibit A.
- I. "IRU Cable" means a Cable containing one or more Fibers, constructed and owned by the City in which the DBB has an IRU pursuant to the terms of this Agreement.
- J. "IRU Fibers" means the specific City owned Fiber described in Exhibit A, an IRU for which is granted to the DBB in the IRU Cable pursuant to the terms of this Agreement.
- K. "Indefeasible Right of Use" or "IRU" means an indefeasible right to use, maintain and manage the IRU Fibers and Fiber Facilities, provided, however, that granting of such IRU does not convey legal title to the IRU Fibers or Fiber Facilities.
- L. "Optical Splice Point" means a point where the City's Cable is connected to another entity's Cable within a splice enclosure.
- M. "Relocation" means any physical movement of fiber optic cable or conduit required due to reconstruction, modification, change in grade, expansion or relocation of a County road or highway, or a city street or other public improvement.

In consideration of their mutual promises, the Parties expressly agree as follows:

ARTICLE I LICENSES

Section 1.1 The DBB desires to obtain an IRU in the City's IRU Assets further described in Exhibit A to this Agreement, which is incorporated into this IRU by reference. In consideration of the promises by the DBB in this Agreement, the City grants an IRU to the DBB in the IRU Assets identified in Exhibit A hereto, subject to any interests the City has previously granted to other cities or Dakota County, pursuant to IRUs or other contractual arrangements. The DBB shall be entitled to use the IRU Assets for any lawful purposes subject to (i) agreeing to be bound by all laws, regulations and any requirements of the City regarding access to City rights of way, and (ii) otherwise complying with the terms and conditions of this IRU.

Section 1.2 Subject to the terms and conditions of this IRU Agreement, City hereby grants to the DBB a license to access and use the IRU Assets during the term of this Agreement and any extension of this Agreement. The Parties acknowledge and agree that they may add additional IRU Assets owned by the City to become subject to this Agreement, and will agree upon an amended Exhibit A that reflects the changes to the City IRU Assets to be subject to DBB use and management, which shall supersede all previous versions of Exhibit A. Such amended Exhibit A

need not be formally approved by the DBB Board or the City Council of the City in order for the amendment to become effective.

Section 1.3 The IRU Assets are provided to the DBB “as is.” If any new Fiber Facilities or any fiber splices are needed to interconnect IRU Fibers to the Dakota Broadband Network, the DBB shall be responsible for coordinating this work with the City and shall pay any and all costs and fees associated with connecting the IRU Fibers to other fibers not owned by the City for Dakota Broadband Network purposes. The DBB and the city or cities that own the Dakota Broadband Network assets shall confer and agree upon which Party is responsible for the costs and fees associated with connecting the IRU Fibers to other fibers for Dakota Broadband Network purposes of parties outside of the DBB or shall agree upon an allocation of the costs and fees between the Parties. If the Parties cannot agree upon the responsibility for costs and fees related to Dakota Broadband Network connections, the issue shall be presented to the DBB Board and the DBB Board decision on cost responsibility shall be final.

Section 1.4 Notwithstanding anything contained to the contrary in this Agreement, the Parties acknowledge and agree nothing contained in this Agreement shall operate to limit, interfere with, or otherwise adversely affect each Party’s right to manage, control, construct, relocate, maintain, replace and expand the portion of its fiber optic network equipment and infrastructure that is not subject to this Agreement, and is not included in the description of Fiber and Fiber Facilities in Exhibit A.

ARTICLE II EFFECTIVE DATE AND TERM

The DBB may use the granted IRU Assets commencing on the Effective Date. This Agreement has an initial term of 10 years, with two separate five-year renewals which shall be effective unless the DBB Board affirmatively decides not to renew and provides ninety (90) days’ notice to the City prior to termination or unless terminated by agreement of the Parties in writing or by one of the events in Article XI, Section 11.2 of this Agreement, whichever occurs first.

ARTICLE III LICENSE FEES

The City will not impose, and the DBB shall not pay a fee for the use of the IRU Assets during the term of this Agreement on any renewal of this Agreement. The City will contribute to the cost of using, managing and maintaining the City’s Fiber Assets through its DBB participant fees and other financial contributions as approved by the DBB Board.

ARTICLE IV MAINTENANCE AND REPAIR

The DBB shall be responsible for the maintaining, repairing and when necessary replacing the City's IRU Assets assigned to the DBB as described in Exhibit A within the Dakota Broadband Network managed by the DBB. Responsibility for the cost of maintenance and repair of new City Fiber Facilities used within the Dakota Broadband Network will be as follows:

If the City has amended Exhibit A of its IRU Agreement with the DBB to include the new Dakota Broadband Network/city fiber among the IRU Assets to be managed and maintained by the DBB, the cost of maintenance and repair of the new Dakota Broadband Network fiber is the responsibility of the DBB.

If the City has not amended Exhibit A of its IRU Agreement with the DBB to include the new city fiber among the IRU Assets to be managed and maintained by the DBB, the cost of maintenance and repair of the new Dakota Broadband Network/City fiber is the responsibility of the city until the new Dakota Broadband Network fiber is added to Exhibit A.

The response time to repair breaks or other failures causing an interruption in communications through City IRU Assets will be the response time standards set forth in the break/fix contract between the DBB, or its network administrator, and the selected break/fix repair contractor.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.1 The DBB's use of the IRU Assets shall comply with all applicable governmental codes, ordinances, laws, rules, regulations and/or restrictions.

Section 5.2 The City represents and warrants that it has the right to grant this IRU in its IRU Assets.

ARTICLE VI LIABILITY; INDEMNIFICATION

Section 6.1 Neither the City nor the DBB shall be liable to the other for any indirect, special, punitive or consequential damages arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors and/or agents.

Section 6.2 The DBB assumes, releases and agrees to indemnify, defend, protect and save City (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions to act, negligence or willful misconduct of the

DBB, its directors, officers, employees, servants, contractors and/or agents in connection with the exercise of its rights and obligations under the terms of this IRU.

The City assumes, releases and agrees to indemnify, defend, protect and save DBB (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions to act, negligence or willful misconduct of the City, its directors, officers, employees, servants, contractors and/or agents in connection with the exercise of its rights and obligations under the terms of this IRU.

Notwithstanding the foregoing, such indemnity is limited to the amount of available insurance coverage and nothing herein shall be considered as a waiver of its statutory tort limits under Minn. Stat. Chap. 466.

Section 6.3 Nothing contained herein shall operate as a limitation on the right of either Party hereto to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation or use of the Fiber, Cable, or IRU Fibers; provided, however, that (i) the Parties to this Agreement shall not have any claim against the other Party for indirect, incidental, special, punitive or consequential damages (including, but not limited to, any claim from any customer for loss of services), and (ii) each Party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the injured party to pursue any such action against such third party.

ARTICLE VII FORCE MAJEURE

The obligations of the parties hereto are subject to force majeure and neither party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefor; lack of transportation; acts of any governmental authority; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

ARTICLE VIII RELOCATION OF CABLE

Section 8.1 The City shall have the right to relocate the IRU Assets at any time upon written notice to the DBB (a "Relocation"). The City and/or Dakota County shall be responsible for all costs associated with a Relocation of the IRU Assets in County Right-of-Way that is required by alteration of the County Right-of-Way or by the request of a third party having authority to require

the move. The City may seek and receive funding or reimbursement from a third party for a Relocation within County Right-of-Way.

The City shall be responsible for all costs associated with a Relocation of its IRU Assets in City Right-of-Way that is required by alteration of the City Right-of-Way or by the request of a third party having authority to require the move. The City may seek and receive funding or reimbursement from a third party for a Relocation by the City.

Section 8.2 Either Party shall give the other Party at least sixty (60) days prior notice of any Relocation, if possible. The City has the right to determine the extent of, the timing of, and the methods to use for such Relocation; provided that any such relocated IRU Assets shall be constructed and tested in accordance with industry standard specifications and requirements. In addition, the City shall use reasonable efforts to ensure Relocation does not result in an adverse change to the operations, performance or connection points with the DBB Fiber Optic Cable network

Section 8.3 The DBB has the right to review the Relocation plans at least fourteen (14) days prior to commencement of any Relocation. Either party may submit comments on the Relocation plans, which comments shall not delay commencement of the Relocation. Both parties shall have the right to have a representative present at the time a Relocation occurs.

ARTICLE IX CONFIDENTIALITY

The Parties agree and recognize that this Agreement as well as information and documents the Parties receive from one another during the term of this Agreement may be considered public data under the Minnesota Government Data Practices Act, Minn. Stat. Ch 13, as amended. The Parties agree to comply with the Minnesota Government Data Practices Act as it applies to all data provided by the Parties under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by any Party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by any Party. If either Party receives a request to release data arising out of or related to the Fiber Facilities or the use, operation or maintenance thereof, the Party receiving the request must immediately notify the other Party of the request. The Parties will promptly consult and discuss the best way to respond to the request.

ARTICLE X ABANDONMENT; TERMINATION; EFFECT OF TERMINATION

Section 10.1 Should the City decide to abandon all or part of the IRU Fibers during the term of this Agreement, it may do so by providing sixty (60) days' notice informing the DBB in writing of its intent to abandon. Such abandonment shall be at no cost to either Party except as set forth in this Article. If the City provides notice of intent to abandon, the DBB may notify the City prior to the expiration of the notice period of its intent to take ownership of the IRU Fibers. If the

DBB provides timely notice of such intent, the Parties will execute any agreements or documents transferring legal title of the IRU Fibers to the DBB, at no cost to either Party.

Section 10.2 This Agreement shall terminate upon the first to occur of the following:

- (a) Expiration of the term of this Agreement;
- (b) Upon written notice from either Party to the other if a default occurs that is not cured within the time allowed hereunder, or
- (a) Upon a termination as provided in Section 10.4.

Section 10.3 If this Agreement terminates under Article X, Section 10.2(a), neither Party shall have any liability to the other Party for the use of the IRU Fibers; If this Agreement terminates under Article X, Section 10.2(b), the non-defaulting party shall not have any liability to the defaulting party, and the defaulting party shall be liable for such damages to the non-defaulting party as the non-defaulting party may establish in a court of law, except as limited by this Agreement. Upon termination of this Agreement for any reason, the Parties agree to promptly execute any documents reasonably required to effect such termination.

Section 10.4 The City may terminate this Agreement as to any IRU Assets owned by it with not less than two years prior written notice to the DBB. The DBB Board will consent to such termination unless the removal will render the Optical Fiber Dakota Broadband Network Backbone to be less than carrier class or violate any DBB contracts. The Parties recognize the two-year notice period is necessary and appropriate to permit the DBB to make alternative provisions for the continuance of service. The DBB Board may waive the two-year notice if it determines, in its sole discretion, that early termination will not adversely impact the Network.

Section 10.5 Upon termination of this Agreement for any reason, the DBB shall cease to have any rights to the IRU Assets or other rights under this Agreement or any obligations under this Agreement except for obligations under this Article and any other obligations that arose prior to such termination.

Section 10.6 If the City ceases to be a member of the DBB prior to the expiration or termination of this Agreement, this IRU Agreement will continue to be in effect until expiration.

ARTICLE XI DEFAULT

Section 11.1 Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting party written notice of such default and the defaulting party shall have failed to cure the default within thirty (30) days after written receipt of such notice; provided, however, that where a default cannot be reasonably cured within the thirty (30) day period, if the defaulting party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice or until the default is cured, whichever is shorter.

Section 11.2 Upon the failure by the defaulting party to timely cure any default after notice thereof from the non-defaulting party, the non-defaulting party may take any action it determines, in its discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.

ARTICLE XII NOTICES

Section 12.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to the City:	City of Inver Grove Heights Attn: IT Department 8150 Barbara Avenue Inver Grove Heights, MN 55077
With a copy to:	City Attorney Attn: Bridget Nason 633 South Concord Street, Suite 400 South St Paul, MN 55075
If to DBB:	Dakota Broadband Board Attn: Carah Koch, Executive Director 430 Third Street Farmington, MN 55024
With a copy to:	Dakota Broadband Board Attorney: Paul Beaumaster Dakota County Attorney's Office 1560 Hwy 55 Hastings, MN 55033

Section 12.2 Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgment of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt.

ARTICLE XIII LIMITATION ON PROPERTY INTEREST

This Agreement does not grant the DBB any property interest or estate in or lien upon the City's property, the City's Optical Fiber Network or any components thereof or any Intellectual Property, except for use of the IRU Assets during the term of this Agreement. All liens, claims and charges of the DBB shall not attach to any interest of the City or in any property owned by the City.

This Agreement does not grant the City any property interest or estate in or lien upon the DBB's property, its Optical Fiber Dakota Broadband Network or any components thereof or any Intellectual Property. All liens, claims and charges of the City shall not attach to any interest of the DBB or in any property owned by the DBB.

ARTICLE XIV GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The Parties agree that any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

ARTICLE XV INDEPENDENT CONTRACTOR

The performance by the DBB and the City of all duties and obligations under this Agreement shall be as independent local government units and not as agents of the other Party, and no person employed or utilized by a party shall be considered the employee or agent of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization. The Parties agree this Agreement does not create a partnership between, or a joint venture of the DBB and the City.

ARTICLE XVI MISCELLANEOUS

Section 16.1 The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this IRU Agreement.

Section 16.2 When interpreting this Agreement, words used in the singular shall include the plural and the plural, the singular, and "of" is used in the inclusive sense, in all cases where such meanings would be appropriate.

Section 16.3 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, then the parties hereby waive such provision to the extent that it is found to be invalid or unenforceable and to the extent that to do so would not deprive one of the parties of the substantial benefit of its bargain. Such provision, to the extent allowable by law and the preceding sentence, shall not be voided or canceled, but instead will be modified by such court so that it becomes enforceable with all of the other terms of this Agreement continuing in full force and effect.

Section 16.4 This IRU Agreement may be amended only by a written instrument executed by all Parties.

Section 16.5 No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

Section 16.6 All actions, activities, consents, approvals and other undertakings of the Parties in this IRU Agreement shall be performed in a reasonable and timely manner.

Section 16.7 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

Section 16.8 This IRU Agreement is solely for the benefit of the parties hereto and their permitted successors and assigns.

ARTICLE XVII ENTIRE AGREEMENT

This Agreement and any Exhibits referenced and attached hereto or to be attached hereto constitutes the entire agreement between the Parties and supersede any and all prior negotiations, understandings and agreements, whether oral or written.

IRU GRANTOR:

CITY OF INVER GROVE HEIGHTS

By: _____
Its: Mayor
Date: _____

By: _____
Its: Clerk

IRU GRANTEE:

DAKOTA BROADBAND BOARD

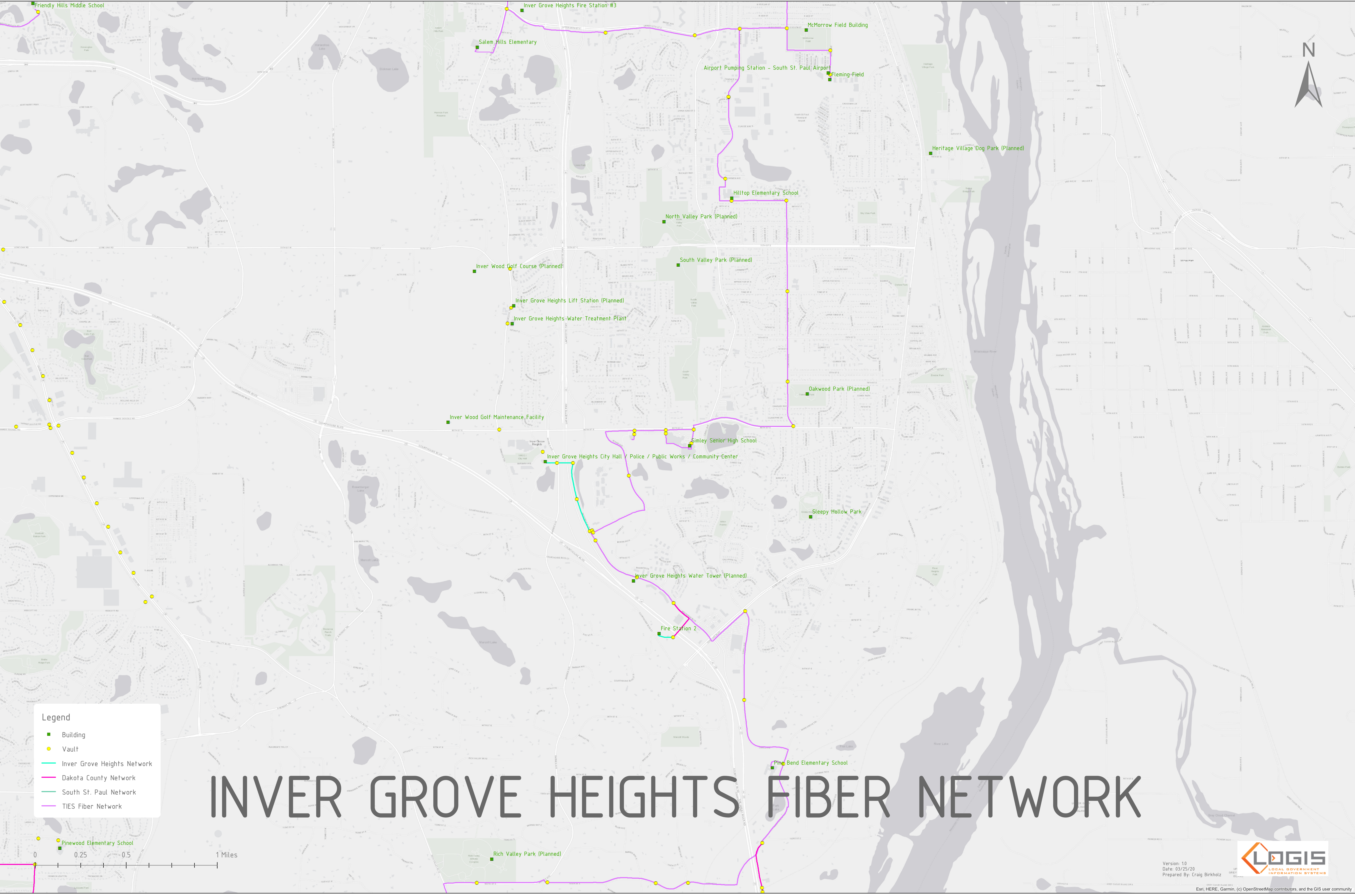
By: _____
Its: Board Chair
Date: _____

Approved as to Form

Assistant County Attorney Date

EXHIBIT A

Description of City IRU Assets Subject to the IRU



INVER GROVE HEIGHTS FIBER NETWORK

Legend

- Building
- Vault
- Inver Grove Heights Network
- Dakota County Network
- South St. Paul Network
- TIES Fiber Network

Version: 1.0
Date: 03/25/20
Prepared By: Craig Birkholz



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Kurt McClung – Case No. 19-40S

Meeting Date: May 26, 2020
 Item Type: Consent
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate 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 a Resolution approving a Final Plat, Development Contract and related improvement agreements for a two-lot subdivision to be known as Lakeview Ridge, property located at 6180 Babcock Trail.

- Requires a 3/5th's vote.
- 60-day deadline: N/A

SUMMARY

The request is for a final plat, development contract, and related agreements for a two-lot single family subdivision. The City Council approved the preliminary plat on May 11, 2020.

The southern lot would include the existing home and the northern lot would be vacant with the intent of a single-family home being built on it. The final plat is consistent with the preliminary plans. Engineering has approved the final plat and related agreements. The final plat will satisfy the five conditions of preliminary approval. The agreements lay out the general obligations of the developer to maintain the proposed improvements on the property.

Planning Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the final plat and related agreements.

Planning Commission: Recommended **approval** of the preliminary and final plat at the April 21, 2020 meeting with the conditions listed in the attached resolution (9-0).

Attachments: Final Plat
 Final Plat Resolution
 Development Contract
 Encroachment Agreement
 Access Easement
 Retaining Wall Maintenance Agreement
 PC recommendation
 Planning Report

LAKEVIEW RIDGE

KNOW ALL PERSONS BY THESE PRESENTS: That Kurt McClung and Jolene McClung, husband and wife, owners of the following described property situated in the County of Dakota, State of Minnesota, to wit:

That part of the following described property:

Beginning at a point which is 454.5 feet west and 205 feet south of the Northeast corner of Section Five (5), Township Twenty-seven (27) North, Range Twenty-two (22) West, which point is marked by a Judicial Land Mark; thence South 180 feet, which point is marked by a judicial land mark; thence South 89° 36' east 89.5 feet; thence south 250 feet which point is marked by a judicial land mark; thence south 140 feet, which point is marked by a judicial land mark; thence south 462.8 feet; thence south 89° 56' west 229 feet; thence north 327.4 feet, which point is marked by a judicial land mark; thence South 59° 31' west 388 feet, which point is marked by a judicial land mark; thence North 89° 50' west 240 feet, which point is marked by a judicial land mark; thence North 89° 50' west 69.4 feet to the center line of S.A.R. No. 21, better known as the German Road; thence North 15° 17' east 480.2 feet to the beginning of a 2' 00' curve to the right having a central angle of 5° 48'; thence along said curve 290 feet; thence north 21° 05' east 43 feet; thence east 61.2 feet, which point is marked by a judicial land mark; thence east 280 feet, which point is marked by a judicial land mark; thence north 125 feet, which point is marked by a judicial land mark; thence south 89° 36' east 210 feet to the point of beginning;

lying south of a line drawn parallel with and 692 feet south of the north line of the aforedescribed property (said north line having a bearing of S 89° 36' E. and being 210 feet in length) and said north line extended easterly and westerly.

Subject to the zoning regulations of the Town of Inver Grove.

The Boundaries of said lands as aforesaid and the judicial landmarks set therein be and the said hereby are fixed and established as the true and correct boundary lines therefor and the landmarks thereof.
Dakota County, Minnesota

Have caused the same to be surveyed and platted as LAKEVIEW RIDGE and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Kurt McClung, and Jolene McClung, husband and wife, have hereunto set their hands this _____ day of _____, 20____.

Kurt McClung

Jolene McClung

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Kurt McClung and Jolene McClung.

Notary Public, _____ County, Minnesota

My commission expires: _____

I Jonathan L. Faraci do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on the plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes 505.01, Subd.3, as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

Jonathan L. Faraci, Licensed Land Surveyor
Minnesota License No. 16464

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on ____ day of _____, 20____, by Jonathan L. Faraci, Licensed Land Surveyor. Minnesota License No. 16464

Notary Public, _____

My Commission expires _____

CITY COUNCIL, INVER GROVE HEIGHTS, STATE OF MINNESOTA

This plat of LAKEVIEW RIDGE was approved and accepted by the City Council of the City of Inver Grove Heights, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Inver Grove Heights, Minnesota

By: _____, Mayor

By: _____, Chair

CITY PLANNING COMMISSION

City of Inver Grove Heights Planning Commission

Be it known that a meeting held on this _____ day of _____, 20____, the Planning Commission of the City of Inver Grove Heights, Minnesota, did hereby approve this plat of LAKEVIEW RIDGE.

Planning Commission, City of Inver Grove Heights, Minnesota

By _____, Chairman

By _____, Secretary

DAKOTA COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hearby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____, day of _____, 20____.

By, _____, Todd B. Tollefson, Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____, on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____.

_____, Amy A. Koeth, Director
Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hearby certify that this plat of RIDGEVIEW was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at ____ o'clock ____M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

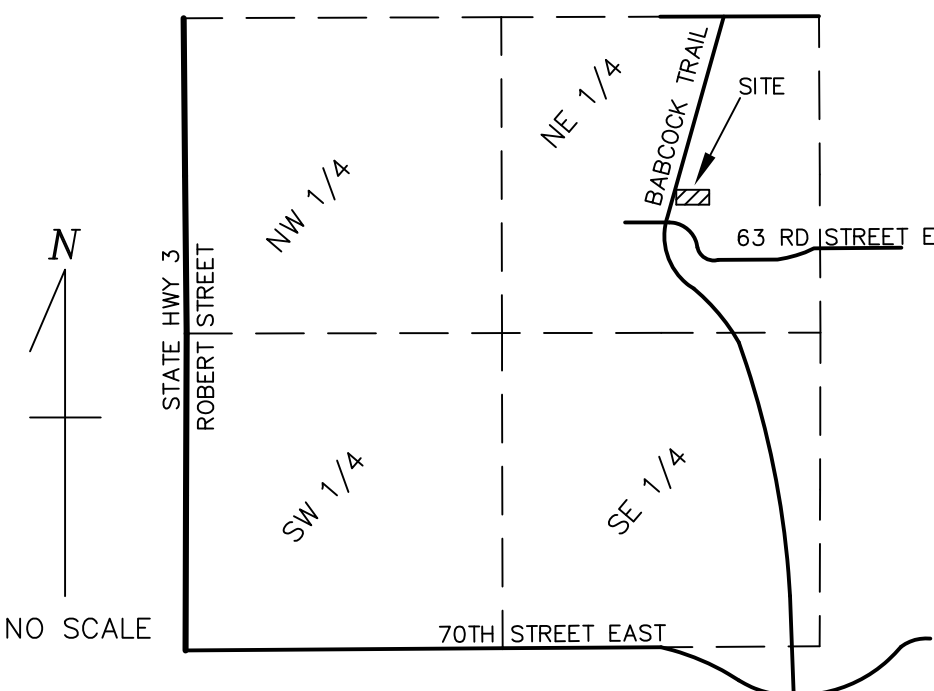
_____, Amy A. Koeth
County Recorder

LAKE & LAND SURVEYING, INC.
1200 CENTRE POINTE CURVE, SUITE 375
SAINT PAUL, MINNESOTA 55120
PHONE: 651-776-6211

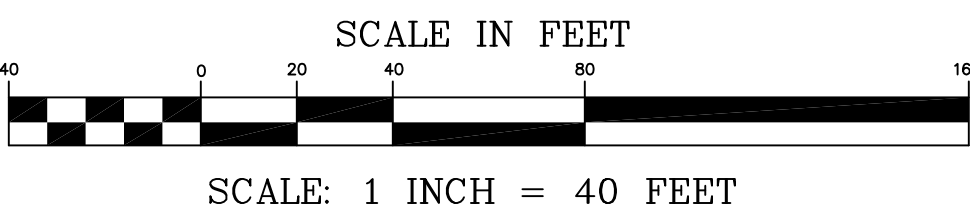
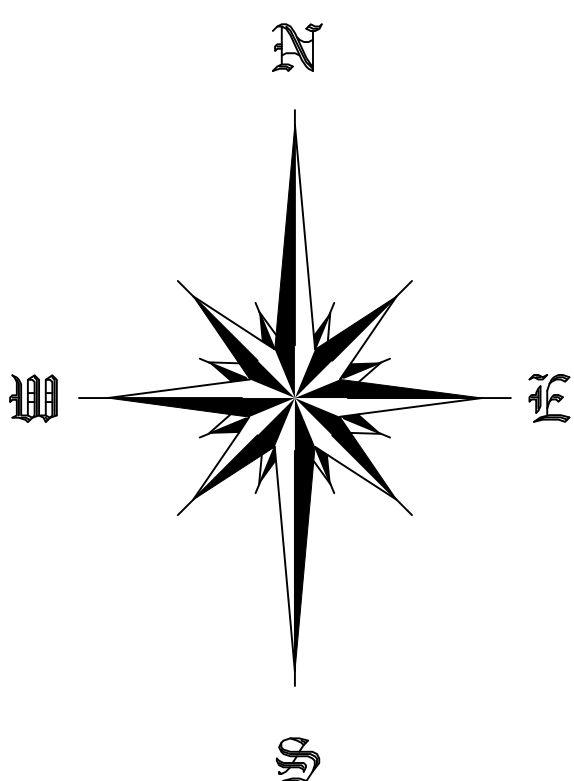
LAKEVIEW RIDGE

Vicinity Map

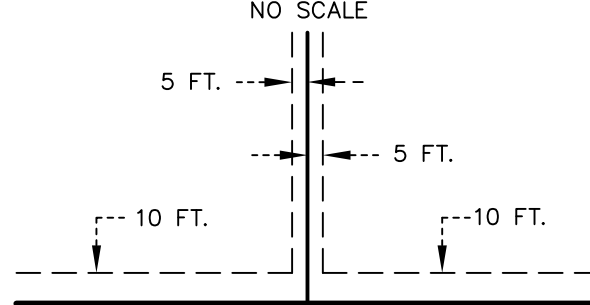
Sec. 5, T. 27 N., R. 22 W.
Dakota County, Minnesota



6180 BABCOCK TRAIL
INVER GROVE HEIGHTS, MINNESOTA



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH ADJOINING SIDE LOT LINES, AND
BEING 10 FEET IN WIDTH ADJOINING PUBLIC WAYS UNLESS
OTHERWISE SHOWN ON PLAT.

LEGEND

- DENOTES DAKOTA COUNTY SECTION MONUMENT FOUND, TYPE AS NOTED
- DENOTES 14 INCH X 5/8 INCH REBAR MONUMENT SET AND CAPPED RLS 16464.
- ◎ DENOTES JUDICIAL LANDMARK AS REFERENCED IN CERTIFICATE OF TITLE NO. 73153.
- DENOTES IRON MONUMENT FOUND, SIZE, TYPE, AND RLS AS NOTED
- △— DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE

BASIS OF BEARINGS: THE NORTH LINE OF LOT 1, BLOCK 1, LAKEVIEW RIDGE, ACCORDING TO THE RECORD PLAT THEREOF, DAKOTA COUNTY, MINNESOTA HAS AN ASSUMED BEARING OF NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST.

LAKE & LAND SURVEYING, INC.
1200 CENTRE POINTE CURVE, SUITE 375
SAINT PAUL, MINNESOTA 55120
PHONE: 651-776-6211

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

RESOLUTION NO. 2020-99

**A RESOLUTION APPROVING THE FINAL PLAT, DEVELOPMENT CONTRACT, AND
RELATED AGREEMENTS FOR THE PLAT OF LAKEVIEW RIDGE**

**CASE NO. 19-40S
(McClung)**

WHEREAS, a Final Plat 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 April 21, 2020;

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 of Lakeview Ridge, Development Contract, and related agreements are hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
2. The final plat is subject to execution of a development contract for the plat and subject to execution of the agreements referenced in the development contract. Said contract must be executed prior to release of the final plat for recording.
3. A park dedication fee equal to \$2,850 for Lot 1 shall be paid to the City prior to release of the final plat.
4. A private driveway access easement on Lot 1 to benefit 6136 Babcock Trail is required to accompany the plat mylars at the time of recording.

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 26th day of May, 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Exhibit A

Beginning at a point which is 454.5 feet west and 205 feet south of the Northeast corner of Section Five (5), Township Twenty-seven (27) North, Range Twenty-two(22) West, which point is marked by a Judicial Land Mark; thence South 180 feet, which point is marked by a judicial land mark; thence South 89" 36' east 89.5 feet; thence south 250 feet which point is marked by a judicial land mark; thence south 140 feet which point is marked by a judicial land mark; thence south 462.8 feet; thence south 89" 56' west 229 feet; thence north 327.4 feet which point is marked by a judicial land mark; thence South 59' 31' west 388 feet which point is marked by a judicial land mark; thence North 89" 50' west 240 feet which point is marked by a judicial land mark; thence North 89" 50' west 69.4 feet to the center line of S.A.R. No. 21, better known as the German Road; thence North 15' 17' east 480.2 feet to the beginning of a 2' 00' curve to the right having a central angle of 5' 48'; thence along said curve 290 feet; thence north 21' 05' east 43 feet; thence east 61.2 feet which point is marked by a judicial land mark; thence east 280 feet which point is marked by a judicial land mark; thence north 125 feet which point is marked by a judicial land mark; thence south 89" 36' east 210 feet to the point of beginning;

lying south of a line drawn parallel with and 692 feet south of the north line of the oforedescribed property (said north line having a bearing of S 89" 36' E. and being 210 feet in length) and said north line extended easterly and westerly.

The Boundaries of said lands as aforesaid and the judicial landmarks set therein be and the said hereby are fixed and established as the true and correct boundary lines therefor Dakota County, Minnesota

DEVELOPMENT CONTRACT
FOR PLAT OF
LAKEVIEW RIDGE

INDEX TO CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT

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EXHIBIT B List of Development Plans

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EXHIBIT D City Improvements

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CITY OF INVER GROVE HEIGHTS

**DEVELOPMENT CONTRACT
FOR PLAT OF LAKEVIEW RIDGE**

THIS DEVELOPMENT CONTRACT is made and entered into on the 26th day of May, 2020, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has received approval of the PLAT and DEVELOPER will record the PLAT with Dakota County;

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 grading, drainage, erosion control and restoration improvements, installation of sewer and water services and landscaping/vegetation; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the 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;

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, OWNER 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 Kurt McClung and Jolene McClung, husband and wife, and their successors and assigns.

1.4 OWNER. "OWNER" means Kurt McClung and Jolene McClung, husband and wife, and their successors and assigns.

1.5 PLAT. "PLAT" means the plat of Lakeview Ridge, Dakota County, Minnesota, legally described on the attached Exhibit A.

1.6 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.

1.7 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY, OWNER and DEVELOPER.

1.8 COUNCIL. "COUNCIL" means the Council of the City of Inver Grove Heights.

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

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

1.11 COUNTY. "COUNTY" means Dakota County, Minnesota.

1.12 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

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

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

1.14 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.

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

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

1.17 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.

1.18 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.) failure by the DEVELOPER to timely construct the DEVELOPER 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.) breach of the DEVELOPER WARRANTIES.

1.19 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.

1.20 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 cureable 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.

1.21 **OWNER WARRANTIES.** "OWNER WARRANTIES" means that the OWNER hereby warrants and represents the following:

- A. **AUTHORITY.** OWNER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** OWNER 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. OWNER 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 OWNER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** To OWNER's knowledge, 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 OWNER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** OWNER will comply or cause DEVELOPER to 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 OWNER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. OWNER 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 OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by OWNER 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 OWNER'S 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.
- H. **FEE TITLE.** Kurt McClung and Jolene McClung, husband and wife, own fee title

to the property within the PLAT.

1.22 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.

1.23 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 Engineer
Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

**If to OWNER
and DEVELOPER:**
Kurt and Jolene McClung
6180 Babcock Trail
Inver Grove Heights, MN 55077

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 has approved the recording of the PLAT and the PLAT shall be recorded by the DEVELOPER with Dakota County. 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 will record the PLAT with the

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 Memos 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 dates shown on Exhibit C, except 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 ensure 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 OWNER and DEVELOPER agree 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 14.

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 30 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.

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 14. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution requirements as 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 for approval of the 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.

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 15 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 the following agreements:

- Retaining Wall Maintenance Agreement for Lot 2, Block 1, Lakeview Ridge
- Access Easement Agreement for Lot 2, Block 1, Lakeview Ridge
- Private Ingress and Egress Easement Agreement between Lot 1, Block 1, Lakeview Ridge and the property to the north located at 6136 Babcock Trail

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 14.

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. All as built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the project's horizontal and vertical datum. The as built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.
2. Two ties to all curb boxes and gate valves.

3. All hydrant gate valves tied back to the hydrant.
4. All ties shall be 100 feet or less.
5. Top nut elevation of all hydrants.
6. Rim and invert elevations on all manholes and catch basins.
7. Apron invert elevations on all flared end structures and storm sewer stubs.
8. Invert elevations on all sanitary and water service stubs.
9. Two ties to all sewer and water service locations.
10. Main line stationing for all sanitary sewer wyes and water main corporations.
11. 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 (signature with current date and MN state licensure number) 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 13).
12. 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.
13. 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.
14. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
15. Survey Coordinates on all stormwater facilities and related appurtenances such as valves.

16. 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 adhere to as built survey requirements (see item 1). 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. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

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

OWNER WARRANTIES

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

ARTICLE 12
CITY WARRANTIES

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

ARTICLE 13
INDEMNIFICATION OF CITY

13.1 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.

13.2 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 13.1, 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.

13.3 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 13.1 and 13.2 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; 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 14
CITY REMEDIES UPON DEVELOPER DEFAULT

14.1 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 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 and OWNER hereby waive 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 and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2 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.

14.3 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.

14.4 EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 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 and OWNER hereby waive 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 and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15 **ESCROW DEPOSIT**

15.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS, the DEVELOPER shall deposit with the City an irrevocable letter of credit or cash deposit 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, 2022. 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 December 31, 2022, 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 11.1 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, 2022.

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 15.2, 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 15.2 from time to time as financial obligations are paid.

15.2 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 1.20(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. 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 16 **MISCELLANEOUS**

16.1 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.

16.2 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

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 OWNER and DEVELOPER hereby waive 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 OWNER and DEVELOPER waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The OWNER and DEVELOPER acknowledge that the benefit from the improvements equal or exceed the amount of the special assessments.

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

16.4 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph 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.

16.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the OWNER and DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

16.6 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 OWNER and DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the OWNER and DEVELOPER in the land made the subject of the PLAT.

16.7 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.

16.8 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.

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

16.10 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.

16.11 HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT CONTRACT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

16.13 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.

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

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 26th day of May, 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

OWNER AND DEVELOPER:

Kurt McClung

Jolene McClung

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of May, 2020, before me a Notary Public within and for said County, personally appeared Kurt McClung and Jolene McClung, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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 LAKEVIEW RIDGE

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

Lot 1, Block 1, and Lot 2, Block 2, Lakeview Ridge, Dakota County, Minnesota.

Torrens Property

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Detail of Concept Grading Plan	4-7-20	Lake and Land Surveying, Inc.
Preliminary Plat Sheet 1	4-7-20	Lake and Land Surveying, Inc.
Preliminary Plat Sheet 2	4-7-20	Lake and Land Surveying, Inc.
Preliminary Plat Sheet 3	4-7-20	Lake and Land Surveying, Inc.

The Development Plans were approved by the City Engineer on April 13, 2020.

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

1. Memo from City Engineering Department to Assistant City Planner dated October 15, 2019.
2. Memo from City Engineering Department to Assistant City Planner dated March 31, 2020.
3. Memo from City Engineering Department to Assistant City Planner Heather Botten dated April 13, 2020.
4. Letter from Dakota County Surveyor’s Office to City dated April 16, 2020.

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	Before issuance of a building permit for Lot 1, Block 1, Lakeview Ridge	grading, drainage, erosion control and restoration
X	Prior to release of the Plat of Lakeview Ridge for recording	service lines for sanitary sewer and watermain for Lot 1, Block 1, Lakeview Ridge
X	Prior to release of the Plat of Lakeview Ridge for recording	Vegetation established resulting from installation of sanitary sewer and water service lines on Lot 1, Block 1, Lakeview Ridge
X	Before issuance of a certificate of occupancy for Lot 1, Block 1, Lakeview Ridge, whichever occurs first	certified as-builts

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

EXHIBIT D
CITY IMPROVEMENTS

The City is not required to make any CITY IMPROVEMENTS.

EXHIBIT E

**MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY**

- 1.) **CONDITIONS TO BE SATISFIED BEFORE PLAT IS RELEASED FOR RECORDING AND CONSTRUCTION ACTIVITY BEGINS.** Before the Plat is released for recording and before construction activity begins, all of the following conditions must be satisfied:
- a.) DEVELOPER and Owner must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the respective amounts stated in Article 15 and on Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) 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; and DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, 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.
 - d.) DEVELOPER and OWNER must provide title evidence in the form of a title insurance policy that shows that the OWNER owns the property within the PLAT.
 - e.) DEVELOPER AND OWNER must execute or cause to be executed and deliver the documents referenced in paragraph 8 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - f.) DEVELOPER must provide to the CITY the cash deposit for Engineering Escrow stated on Exhibit F of this Development Contract.
 - g.) DEVELOPER must provide to the City the Dakota County ROW Utility Permit to allow sewer and water service installation in Babcock Trail ROW prior to release of the Plat. This permit is needed for County permission to install sewer and water services. DEVELOPER shall follow the conditions issued by the County relating to the permit including restoration of ROW to its original condition.
 - h.) The final County approved Plat must depict restricted access as required by the County except for the allowed location on the north edge of the Plat.
 - i.) DEVELOPER and OWNER shall connect the sanitary sewer and water lines for service to Lot 1, Block 1, Lakeview Ridge prior to release of the Plat by the City to OWNER for recording and within 90 days of approval of the Plat by the City.

- j.) Vegetation disturbed from the installation of the sanitary sewer and water lines to Lot 1, Block 1, Lakeview Ridge shall be restored and established prior to release of the Plat by the City to OWNER for recording and within 90 days of approval of the Plat by the City.
 - k.) OWNER must provide the private shared driveway easement required by paragraph 8 of this Exhibit E.
- 2.) **DEVELOPER IMPROVEMENTS TO BE COMPLETED PRIOR TO ISSUANCE OF BUILDING PERMIT FOR LOT 1, BLOCK 1, LAKEVIEW RIDGE.** Prior to the issuance of a building permit for Lot 1, Block 1, Lakeview Ridge, the following Developer Improvements shall be completed:
- a.) Grading, drainage, erosion control and restoration.
 - b.) As-built plans per City standards must be submitted to the City Engineer prior to issuance of a certificate of occupancy for Lot 1, Block 1, Lakeview Ridge.
 - c.) OWNER must execute the Custom Grading Agreement and any related Stormwater Facilities Maintenance Agreement that may be required pursuant to paragraph 9 of this Exhibit E.
- 3.) **PARK CONTRIBUTION FEE.** Prior to the release of the Plat by the CITY, DEVELOPER and OWNER shall pay to the CITY the park dedication fee in the amount of \$2,850.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** 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.) **RETAINING WALL REQUIRMENTS.** Prior to the City issuing a certificate of occupancy for Lot 1, Block 1, Lakeview Ridge all retaining wall permits (if required) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for Lot 1, Block 1, Lakeview Ridge, 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.

6.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction within the PLAT shall comply with the following (Erosion Control Forms):

- a. Silt Fence dated April 2011 and identified as Plate No. EC-02;
- b. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
- c. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
- d. 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 contractor. The contractor must execute the Notice of Erosion Control Requirement for Construction (on file with the CITY) when a building permit is obtained.

7.) **PERMITS.** DEVELOPER and OWNER is responsible to obtain all necessary permits for construction of the IMPROVEMENTS within the PLAT including, but not limited to, the following:

- County ROW permit
- Mn/DOT – drainage permit, if needed
- MPCA – NPDES General Stormwater permit, if needed
- CITY Building Department permits for the building

8.) **OTHER AGREEMENTS.** The DEVELOPER and OWNER must comply with the following requirements and execute or cause to be executed the agreements set forth below:

- a. DEVELOPER and OWNER 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. OWNER must execute a Retaining Wall Maintenance Agreement for Lot 2, Block 1, Lakeview Ridge.

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

- c. OWNER must execute an Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for Lot 2, Block 1, Lakeview Ridge.

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

- d. OWNER must execute an Access Easement for Lot 2, Block 1, Lakeview Ridge in favor of the CITY relating to the public storm sewer outfall located within Lot 2, Block 1, Lakeview Ridge.

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

- e. Per the County requirements, OWNER has the obligation to prepare and shall cause to be executed and recorded a private driveway easement between the owner of Lot 1, Block 1, Lakeview Ridge and the owner of the property lying to the north of Lot 1, Block 1, Lakeview Ridge identified as 6136 Babcock Trail.

OWNER shall provide a copy of the easement to the CITY for review. OWNER shall record the easement with the PLAT per the requirements of the County. The PLAT shall not be released for recording until the private driveway easement has been established and executed.

If Dakota County also requires the conveyance of restricted access along Babcock Trail except for the two approved driveway openings, then OWNER shall convey such restricted access to Dakota County at the time the PLAT is recorded.

9.) **CUSTOM GRADING AGREEMENT FOR LOT 1, BLOCK 1, LAKEVIEW RIDGE.** Before a building permit is issued for Lot 1, Block 1, Lakeview Ridge, and before any grading occurs on Lot 1, Block 1, Lakeview Ridge, the owner of Lot 1, Block 1, Lakeview Ridge must execute a Custom Grading Agreement and any related Stormwater Facilities Maintenance Agreement between the owner and the City in the standard form prepared by the City. The Custom Grading Agreement shall include a grading and erosion control plan for Lot 1, Block 1, Lakeview Ridge that has been approved by the City. The Custom Grading Agreement for Lot 1, Block 1, Lakeview Ridge shall include the "Grading & Erosion Control" comments identified on page 3 of the Engineering Memo from Jake Moser, City Staff Engineer, to Heather Botten, City Assistant City Planner, dated April 13, 2020.

EXHIBIT F
ESCROW CALCULATION

1.) Grading, drainage, erosion control and restoration	\$5,500
2.) Sewer and water services	\$7,000
3.) Vegetation	\$500
4.) Certified as-builts	\$500
SUBTOTAL:	\$13,500
MULTIPLIED BY:	x 1.25
TOTAL ESCROW AMOUNT:	\$16,875

EXHIBIT F
ESCROW CALCULATION

(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the DEVELOPER shall also deposit \$4,200 in cash with the CITY (hereafter "Engineering Escrow Amount") contemporaneously with execution of this DEVELOPMENT CONTRACT.

This Engineering Escrow Amount shall be used to pay the CITY for engineering inspection, 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; the CITY shall keep records of the tasks performed and the hours spent in performing the tasks and the personnel that performed the tasks.

Subject to the following paragraph, upon satisfactory completion of the DEVELOPER IMPROVEMENTS, the CITY shall return to the DEVELOPER any remaining portion of the Engineering Escrow Amount not otherwise charged the DEVELOPER for engineering inspection performed by the CITY.

Twenty-five percent (25%) of this Engineering Escrow Amount 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 the cost of any corrections for deficiencies or problems related to DEVELOPER IMPROVEMENTS listed on Exhibit C or Exhibit F or related to vegetation establishment, grading, drainage and erosion control and to pay to protect against further deficiencies or problems.

The CITY shall return to the DEVELOPER any remaining Escrow Retainage of the original \$4,200 when the following events have occurred:

- a.) All of the vegetative cover has been established to the sole satisfaction of the CITY.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to the DEVELOPER IMPROVEMENTS listed on Exhibit C or Exhibit F or related to vegetation establishment, grading, drainage and erosion control exceed the initially deposited \$4,200 Engineering Escrow Amount, the DEVELOPER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 1, LAKEVIEW
RIDGE, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 1, LAKEVIEW RIDGE (Agreement) is made this 26th day of May, 2020, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Kurt McClung and Jolene McClung, husband and wife (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained the parties agree as follows:

**ARTICLE 1
TERMS**

1.1 Terms. Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 2, Block 1, Lakeview Ridge, Dakota County, Minnesota.

1.4 City Easement. “City Easement” means the following easement located on the Subject Land:

The dedicated public permanent drainage and utility easement located on Lot 2, Block 1, Lakeview Ridge, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Kurt McClung and Jolene McClung, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

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: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

Kurt McClung and Jolene McClung
6180 Babcock Trail
Inver Grove Heights, MN 55077

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 Landowner Improvements. “Landowner Improvements” means the existing retaining wall structure, retaining wall foundation, retaining wall anchors and related appurtenances located on the Subject Land within the City Easement.

1.8 City Easement Improvements. “City Easement Improvements” means 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.

1.9 Construction Plan. “Construction Plan” means the Grading Plan prepared by Lake and Land Surveying, Inc. dated April 7, 2020, and approved by the City Engineer on April 13, 2020. The Construction Plan is on file with the City.

1.10 City Utility Costs. “City Utility 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 and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility 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 Easement area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

1.11 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. 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.

Recital No. 3. Landowner has requested permission from the City to retain the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be remain within the City Easement if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements 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 Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3

AGREEMENTS

3.1 Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to retain the Landowner Improvements within the City Easement. The Landowner Improvements shall remain at the location specified in the Construction Plan.

The Landowner shall not place any other structures or buildings within the City Easement, except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks per the attached Construction Plan.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Easement. 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 Easement.

3.4 Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easement area.

3.6 Landowner To Bear Cost of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner temporarily remove and subsequently replace the Landowner Improvements 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 Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the

Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner 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.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner 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 bills within the City.

3.8 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 Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner 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.

3.10 Remedies. If the Landowner fails to perform their 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 Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land 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 Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner 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 Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner 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 Subject Land.

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.

3.11 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees 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 any of the following:

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the Landowners Improvements;

- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.13 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

3.16 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.

3.17 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

3.18 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.

3.19 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.

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first 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 26th day of May, 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:

Kurt McClung

Jolene McClung

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of May, 2020, before me a Notary Public within and for said County, personally appeared Kurt McClung and Jolene McClung, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

ACCESS EASEMENT AGREEMENT
FOR LOT 2, BLOCK 1, LAKEVIEW RIDGE
DAKOTA COUNTY, MINNESOTA

THIS ACCESS EASEMENT AGREEMENT FOR LOT 2, BLOCK 1, LAKEVIEW RIDGE, DAKOTA COUNTY, MINNESOTA (“Agreement”) is made, executed and effective the 26th day of May, 2020, by and between Kurt McClung and Jolene McClung, husband and wife (hereinafter referred to as “Grantor”) 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, Grantor owns certain real property (hereinafter defined as the “Servient Parcel”) located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, legally described on the attached **Exhibit A**.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City an easement for access and ingress and egress over the Servient Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned agree to the creation of the easement (the “Easement”) as herein set forth:

1. **Servient Parcel:**

The Servient Parcel means and is defined as follows:

The real property described on the attached Exhibit A.

2. **Easement Area:**

The Easement Area means and is defined as follows:

The real property described and depicted on the attached Exhibit B.

3. **Grant of Easement:**

Grantor hereby conveys and grants to City and its successors, permitted assigns and contractors a non-exclusive Easement for access and ingress and egress on

and over the Easement Area according to the terms hereof. The City hereby accepts such Easement and the duties and restrictions contained herein.

4. **Purposes and Uses of Easement:**

There is a public storm sewer outfall located on the Servient Parcel. The City, from time to time, may need to access the public storm sewer outfall on the Servient Parcel. In order for the City to access the public storm sewer outfall, the City needs an access easement over the Servient Parcel. The purpose of the easement is to permit the City and its successors, permitted assigns, and contractors to use the Easement Area so that City may access the public storm sewer outfall in the event the City needs to inspect, maintain and repair the public storm sewer outfall.

5. **Restrictions on Use:**

The City shall only use the Easement Area if and when the City has the need to inspect, maintain, or repair the public storm sewer outfall and related appurtenances or restore the Easement Area. Only vehicles owned by the City or owned by contractors hired by the City may travel on the Easement Area. This Easement does not create a public right of way; it only creates a limited access route for the City and its contractors for the purposes above stated.

6. **Benefited Parties:**

The Easement created herein is for the sole benefit of the City, its successors, permitted assigns and contractors. The City agrees to adhere to the terms and conditions stated herein, and the City shall cause its successors, permitted assigns and contractors to adhere to the terms and conditions stated herein.

7. **No Pavement or Gravel Base:**

The City will not install any bituminous or concrete pavement in the Easement Area.

8. **Inspections:**

If the City needs to use the Easement Area as an access route for inspection of the public storm sewer outfall and related appurtenances, and if no construction, maintenance, repair or restoration otherwise needs to be done by the City at that time, then access over the Easement Area shall be limited to pedestrian travel only, and vehicles shall not be employed. City owned vehicles and vehicles owned by contractors hired by the City may travel over the Easement Area only when from time to time the City needs to construct, maintain, or repair the public storm sewer outfall or appurtenances or restore the Easement Area.

9. **Duration of Easement:**

The Easement created hereby is perpetual and runs with the Servient Parcel and shall be binding upon the Servient Parcel.

10. **No Unreasonable Interference:**

The City's use of the Easement Area shall not unreasonably interfere with Grantor's ability to use the Easement Area.

11. **Binding Effect:**

The terms and conditions of this Agreement shall be binding upon the parties, their successors and permitted assigns. This Agreement shall run with the Servient Parcel.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year aforesaid by their duly authorized representatives.

CITY:
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 26th day of May, 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:

Kurt McClung

Jolene McClung

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of May, 2020, before me a Notary Public within and for said County, personally appeared Kurt McClung and Jolene McClung, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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 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 SERVIENT PARCEL

Lot 2, Block 1, Lakeview Ridge, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

Torrens Property

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

The drainage and utility easements as dedicated on Lot 2, Block 1, Lakeview Ridge, according to the record plat thereof, Dakota County, Minnesota.

RETAINING WALL MAINTENANCE AGREEMENT
FOR LOT 2, BLOCK 1, LAKEVIEW RIDGE,
INVER GROVE HEIGHTS, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT FOR LOT 2, BLOCK 1, LAKEVIEW RIDGE (hereafter referred to as “Agreement”) is made, entered into and effective this 26th day of May, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Kurt McClung and Jolene McClung, husband and wife, (hereafter referred to as Lot Owner and Responsible Owner). 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 Lot Owner. “Lot Owner” means Kurt McClung and Jolene McClung, husband and wife, and their successors and assigns.

1.4 Retaining Wall Facilities. “Retaining Wall Facilities” means each and all of the following, individually and collectively, to the extent located within the Lot:

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing, and retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances lying within the Lot.

1.5 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means the Grading Plan prepared by Lake and Land Surveying, Inc. dated April 7, 2020, and approved by the City Engineer on April 20, 2020. The Retaining Wall Construction Plan is on file with the City.

1.6 Lot. “Lot” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A**.

1.7 Responsible Owner. “Responsible Owner” means the fee title owner(s) of the Lot during the period of time that it or they own fee title to the Lot.

1.8 Maintenance Standards. “Maintenance Standards” means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.9 DPW. “DPW” means the City’s Director of Public Works.

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. The Retaining Wall Facilities exist on the Lot at the location identified in the Retaining Wall Construction Plan for the benefit of the Lot.

Recital No. 3. The City is willing to allow the Responsible Owner to retain the existing Retaining Wall Facilities if Lot Owner executes this Retaining Wall Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner 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; and
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Retaining Wall Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

Recital No. 5. Lot Owner is currently the only Responsible Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Existence of Retaining Wall Facilities. Lot Owner agrees that the Retaining Wall Facilities exist at the location depicted and shown on the Retaining Wall Construction Plan.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Owner 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 Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining Wall Facilities exists. The Responsible Owner shall also ensure that the Retaining Wall

Facilities always remain safe, 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). All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Retaining Wall Facilities on the Lot 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 Lot.

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 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with Section 3.2 hereof, the DPW shall provide written notice to the Responsible Owner of such failure to comply with Section 3.2. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with Section 3.2, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner 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 Owner to comply with Section 3.2, in the event of an emergency as determined by the DWP, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with Section 3.2. If the City performs emergency construction work, the Responsible Owner 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 Owner fails to comply with Section 3.1 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 with Section 3.1 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 Section 3.1 to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner 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 Section 3.1. The Responsible Owner shall

make payment directly to the City within twenty (20) 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 Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot 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 Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Lot.

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 Lot for the costs and expenses incurred by the City. The Responsible Owner 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 Lot. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of the tasks by the City to ensure compliance with Section 3.1 equals or exceeds the amount of the charges and assessments for compliance with Section 3.1 that are being imposed hereunder upon the Lot.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner 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.

The City hereby grants to the Responsible Owner 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 Retaining Wall Facilities for the duration of the performance of the maintenance. The Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot 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 Owner 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 Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Retaining Wall Facilities;
- d.) 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 Responsible Owner executes this Retaining Wall Maintenance Agreement and complies with the other conditions contained in the Development Contract for the Plat of Lakeview Ridge between the parties of even date herewith, then the City will allow the Responsible Owner to begin the Developer Improvements identified in the Development Contract.

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 Lot 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 Lot Owner in Lot acquired by the Lot Owner 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. Lot Owner consents 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 Lot Owner: Kurt McClung and Jolene McClung
6180 Babcock Trail
Inver Grove Heights, MN 55077

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.

IN WITNESS WHEREOF, Lot Owner and the City have entered into 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 26th day of May, 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

OWNER:

Kurt McClung

Jolene McClung

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of May, 2020, before me a Notary Public within and for said County, personally appeared Kurt McClung and Jolene McClung, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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 LOT

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 2, Block 1, Lakeview Ridge, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

Torrens Property

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 21, 2020

SUBJECT: **KURT MCCLUNG – CASE NO. 19-40S**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary and final plat for a two-lot subdivision for the property located at 6180 Babcock Trail. 32 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting to subdivide his property into two parcels. The southern lot would include the existing home and the northern lot would be vacant with the intent of a single-family home being built on it. The property is zoned R-1B, Single-Family Residential and is guided LDR, Low Density Residential. The lot is also located within the Shoreland Overlay District. The plat is consistent with the zoning and comprehensive plan designations and the applicant has demonstrated that a new single-family home could be constructed on proposed Lot 1, complying with the required setbacks. The new home would be connected to City water and sewer and a custom grading agreement would be required prior to the issuance of any building permits. Since the property is on a County road, the Dakota County Plat Commission reviewed the request and is asking that the existing driveway remain and that the proposed vacant lot create a new access opening that would be a shared driveway with the parcel to the north, if developed. Staff recommends approval of the request with the conditions listed in the report. Staff heard from one neighbor, who had general questions but provided no additional comments.

Opening of Public Hearing

Kurt McClung, 6180 Babcock Trail, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. McClung replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Scales, to approve the request for a preliminary and final plat for a two-lot subdivision for the property located at 6180 Babcock Trail, with the conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on May 11, 2020.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

HEARING DATE: April 21, 2020

CASE NO.: 19-40S

APPLICANT & PROPERTY OWNER: Kurt McClung

REQUEST: Preliminary and Final Plat request for a two-lot subdivision

LOCATION: 6180 Babcock Trail

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1B, single-family residential

REVIEWING DIVISIONS : Planning
Engineering
Dakota County

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

It is the applicants desire to subdivide his property into two lots. One lot would consist of the existing home and the other would be vacant with the intent of a single-family home to be built on it. The applicant's property is 4.06 acres in size, which includes 2.14+ acres that are under water (DNR ID 19-241) and .17 acres of right-of-way (Babcock Trail). When reviewing minimum lot size and the buildable area of a property the City does not include areas under protected bodies of water or within right-of-way.

The following specific application is being requested:

- a.) A **Preliminary and Final Plat** for a two-lot subdivision to be known as Lakeview Ridge.

EVALUATION OF THE REQUEST

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

North - Residential; zoned R-1B, single-family; guided LDR, Low density residential
East - Residential; zoned R-1B, single-family; guided LDR, Low density residential
West - Residential; zoned R-1,C single-family; guided LDR, Low density residential
South - Residential; zoned R-1B, single-family; guided LDR, Low density residential

PLAT REVIEW

Zoning and Comprehensive Plan Consistency. The property is zoned R-1B, single-family and is guided LDR, Low Density Residential. The lot is located within the shoreland overlay district for

DNR ID 19-241W. The applicant has demonstrated that a new single-family home could be constructed on proposed Lot 1, complying with the required setbacks from the ordinary high water mark of the pond. The proposed plat is consistent with the zoning and comprehensive plan designations.

Lots & Blocks.

The minimum lot size in the R-1B zoning district and the shoreland overlay district is 20,000 square feet. Lot 1 would be 42,940 square feet up to the waters edge and Lot 2 would be 25,339 square feet in size up to the waters edge, complying with the minimum lot size requirements.

The minimum lot width requirement is 100 feet at the setback line. Lot 1 is 104' wide and Lot 2 is 119' wide, both meeting the minimum lot width requirements.

The existing home on proposed Lot 2 would be at 12.5% impervious coverage, complying with our maximum impervious surface standards.

Park Dedication. Park dedication on this plat will be cash in lieu of land. If approved, prior to release of the final plat for filing with Dakota County, a cash fee of \$2,850 would be required for the new lot. Park dedication is not required for the lot with the existing home.

Infrastructure. The applicant is required to stub sewer and water to the property line for the future home. The applicant shall pull all required permits with the County and City for the installation of utilities.

Access. Dakota County Plat Commission has reviewed the request. The plan will be for the existing driveway to remain and the proposed vacant lot to create a new access opening that would be a shared driveway with the parcel to the north, if developed. The new access opening is located along the north boundary of proposed Lot 1, which would allow for a future shared access with the property to the north, only if or when the adjoining property to the north is split and will require an additional driveway. A private driveway access easement is required to accompany the plat mylars at the time of recording.

Engineering. Engineering has reviewed the request and has been working with the applicant on stormwater and grading requirements. A custom grading agreement and storm water facilities maintenance agreement would be required to be executed between the City and the property owner prior to any issuance of building permits. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer. Engineering has made some recommendations on conditions that should be added to the approval; these conditions are included in the list of conditions at the end of this report.

ALTERNATIVES

The Planning Commission has the following actions available for the proposed request:

A. **Approval.** If the Planning Commission finds the application to be acceptable the following actions should be recommended for approval:

- Approval of the **Preliminary and Final Plat** for a two lot subdivision to be known as Lakeview Ridge subject to the following conditions:
 1. The final plat and development plan shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
 2. A park dedication fee equal to \$2,850 for Lot 1 shall be paid to the City prior to release of the final plat.
 3. A private driveway access easement on Lot 1 is required to accompany the plat mylars at the time of recording.
 4. A Custom Grading Agreement shall be prepared by the City Attorney and executed by both the City and the property owner prior to issuance of a building permit for Lot 1.
 5. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

B. **Denial** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

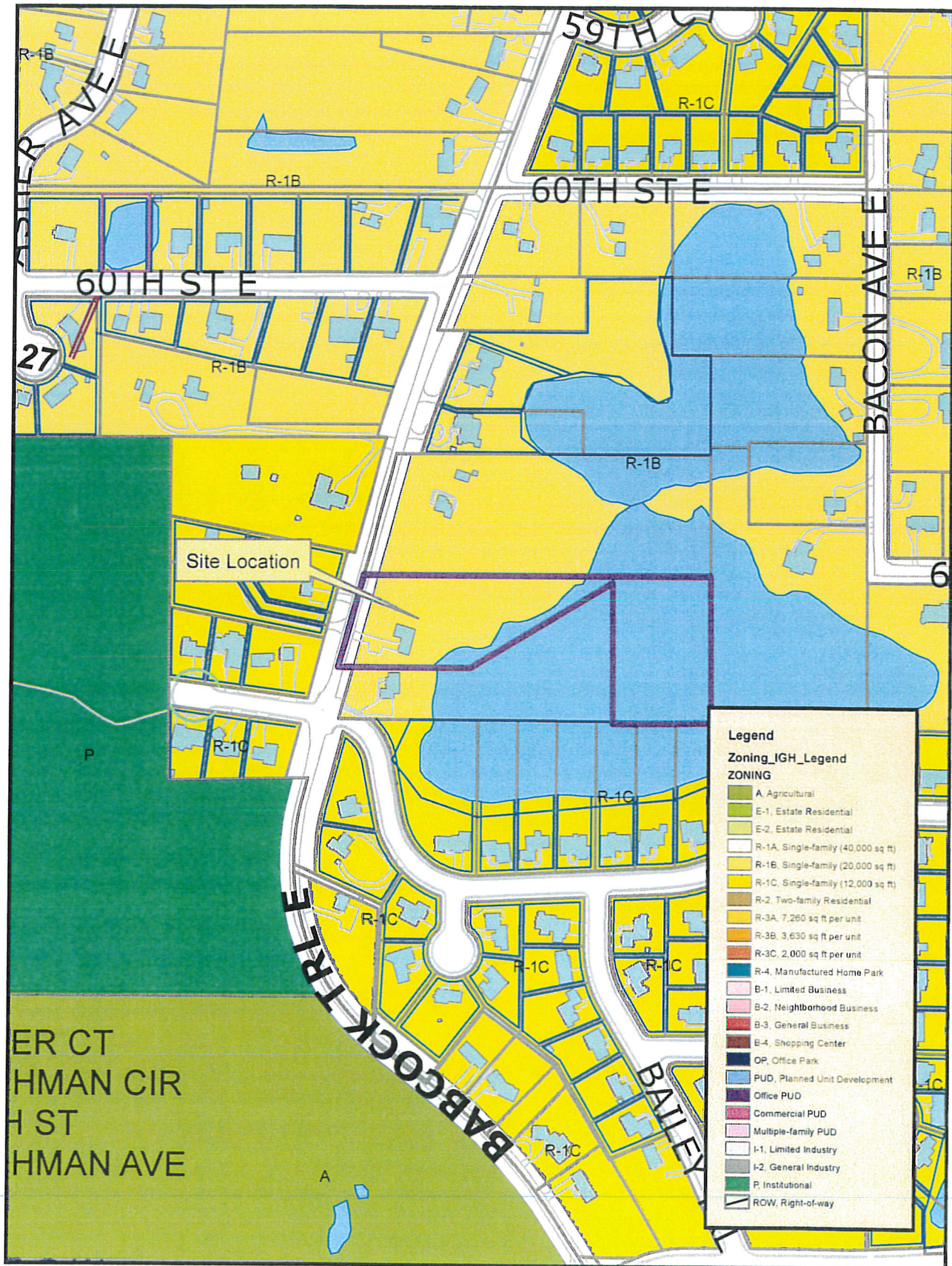
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the preliminary and final plat request for a two-lot subdivision.

Attachments: Exhibit A -Location/Zoning Map
Exhibit B- Plat
Exhibit C- Grading Plan



6180 Babcock Trail Case No. 19-40S



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

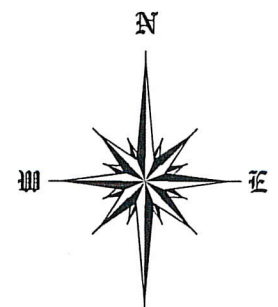
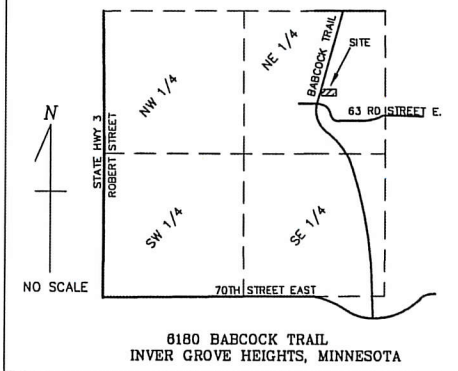
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright © City of Inver Grove Heights 2020

Exhibit A
Zoning and Location Map

PRELIMINARY PLAT: LAKEVIEW RIDGE

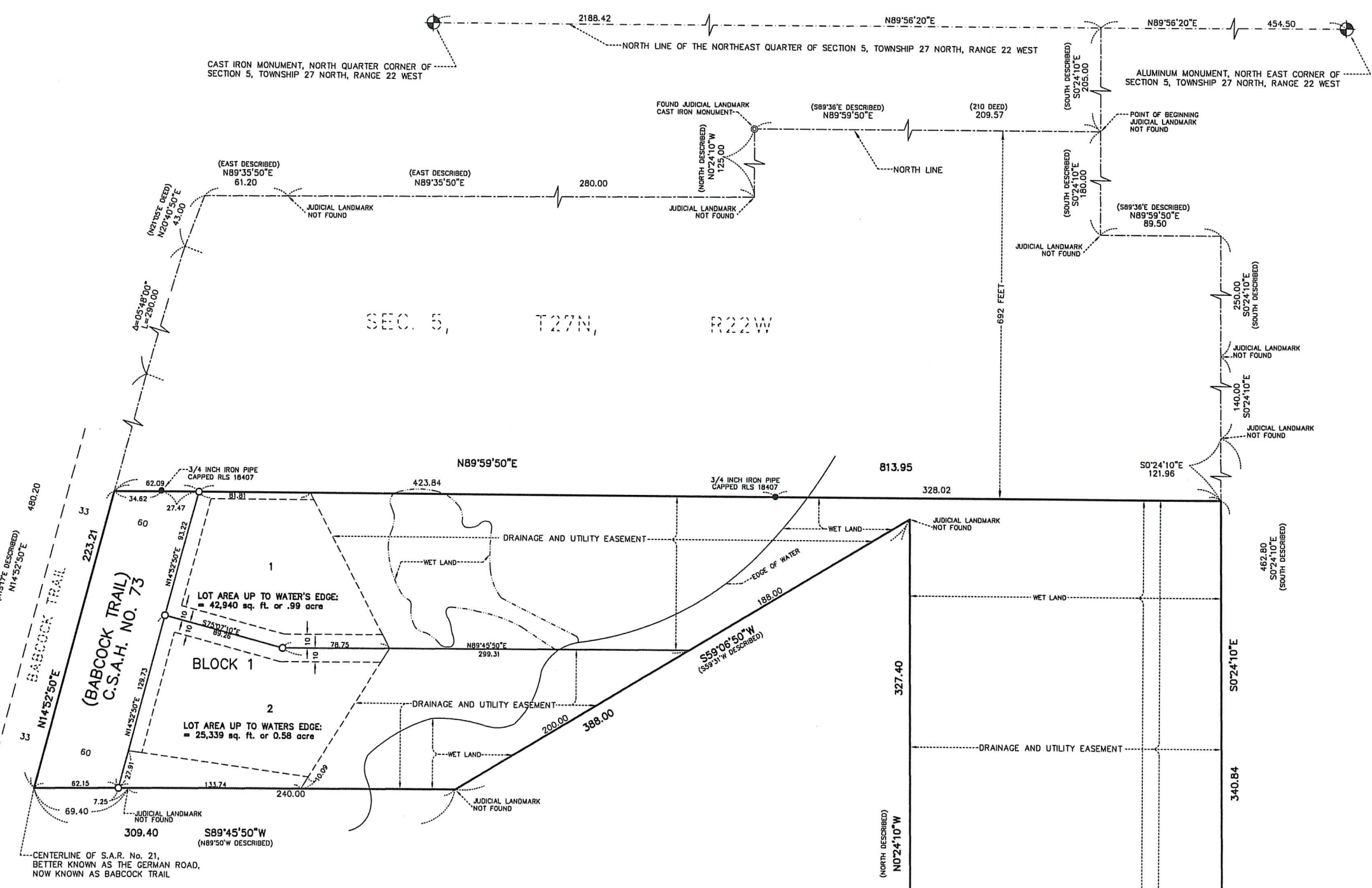
Vicinity Map

Sec. 5, T. 27 N., R. 22 W.
Dakota County, Minnesota



SCALE IN FEET
SCALE: 1 INCH = 40 FEET

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
NO SCALE
5 FT.
5 FT.
10 FT.
10 FT.
BEING 5 FEET IN WIDTH ADJOINING SIDE LOT LINES, AND
BEING 10 FEET IN WIDTH ADJOINING PUBLIC WAYS UNLESS
OTHERWISE SHOWN ON PLAT.



LEGEND

- ⊕ DENOTES DAKOTA COUNTY SECTION MONUMENT FOUND, TYPE AS NOTED
- DENOTES 14 INCH X 5/8 INCH REBAR MONUMENT SET AND CAPPED RLS 16464.
- ⊙ DENOTES JUDICIAL LANDMARK AS REFERENCED IN CERTIFICATE OF TITLE NO. 73153.
- DENOTES IRON MONUMENT FOUND, SIZE, TYPE, AND RLS AS NOTED

VERTICAL BENCHMARK:
MN/DOT NAME: 1RDS
CSD STATION: #6856
ELEVATION= 949.95 NGVD-1929

BASIS OF BEARINGS: DAKOTA COUNTY COORDINATE SYSTEM

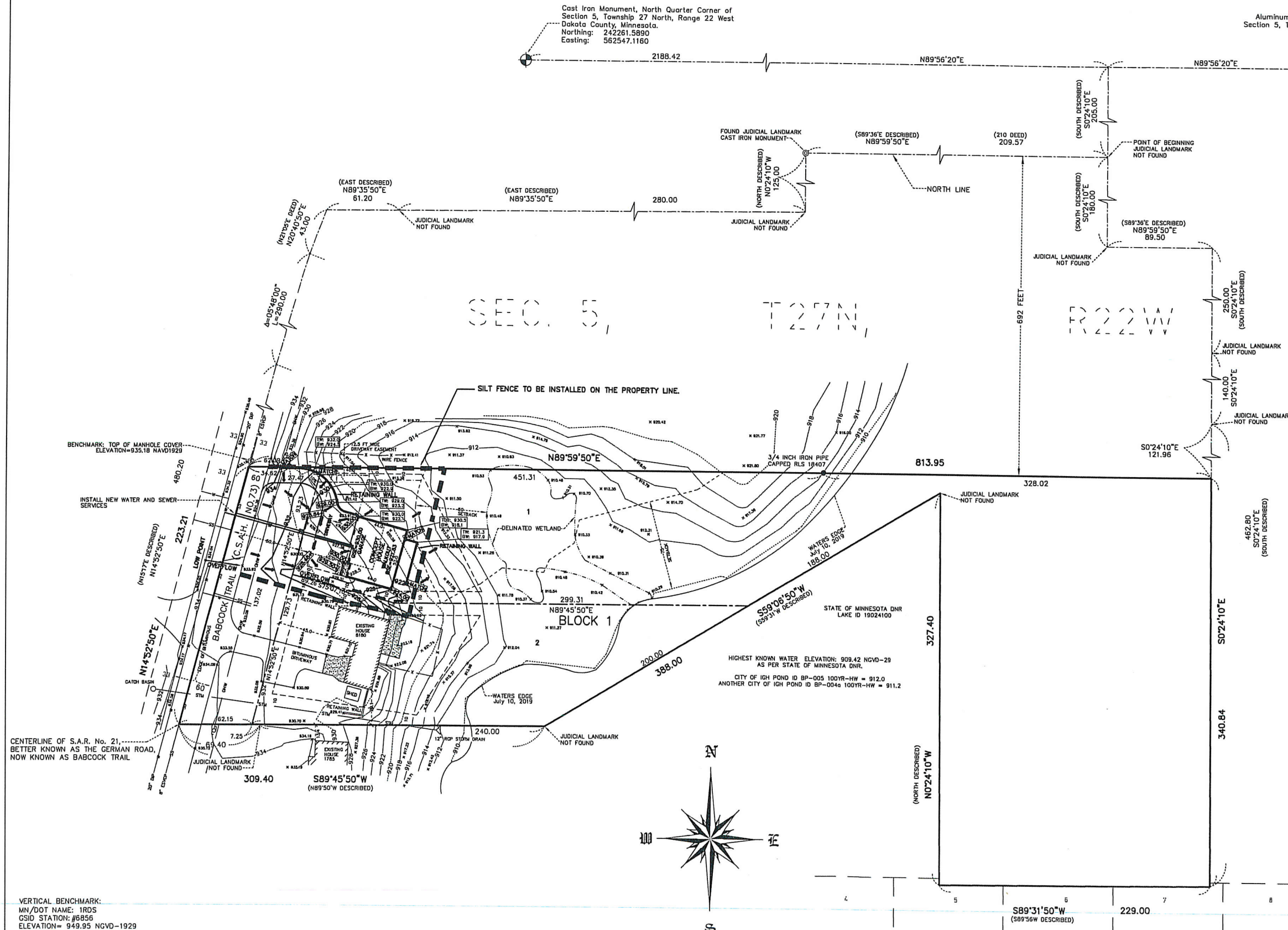
SITE ADDRESS: 6180 BABCOCK TRAIL, INVER GROVE HEIGHTS, MN 55077			
Client	MR. KURT MCDLUNG 6180 BABCOCK TRAIL INVER GROVE HEIGHTS PHONE: 612-940-0656	Design by	JF
Drawn by	RP	Original date	8-17-19
LAKE AND LAND SURVEYING, INC. 1200 CENTRE POINTE CURVE, STE 275 MINNETONKA, MINN. 55345 PHONE (612) 775-5511 E-MAIL: DETERM@LAKEANDLANDSURVEYING.COM	Survey book No.	Revisions	1-30-19 2-10-20 4-7-20
S.A.P. number	2019.006	Page title	PRELIMINARY PLAT
		Sheet number	of

SALEM HILLS FARM

PRELIMINARY PLAT: LAKEVIEW RIDGE

Cast Iron Monument, North Quarter Corner of
Section 5, Township 27 North, Range 22 West
-- Dakota County, Minnesota.
Northing: 242261.5890
Easting: 562547.1160

Aluminum Monument, North East Corner of
Section 5, Township 27 North, Range 22 West
Dakota County, Minnesota.
Northing: 242264.4020
Easting: 565190.0310



RETAINING WALLS
ALL RETAINING WALLS 4 FEET AND HIGHER, OR SUPPORTING A SURCHARGE, REQUIRE A SEPARATE BUILDING PERMIT, AND THE RETAINING WALL PLANS MUST BE PREPARED AND SIGNED BY A REGISTERED PROFESSIONAL STRUCTURAL ENGINEER.

ALL RETAINING WALLS SHOWN ON THE GRADING PLAN SHALL BE CONSTRUCTED DURING THE GRADING PHASE OF CONSTRUCTION.

DRAINAGE SWALES, WITH APPROPRIATE EROSION CONTROL, SHALL BE PROVIDED ABOVE THE RETAINING WALL TO DRAIN WATER AROUND THE RETAINING WALL, NOT OVER THE RETAINING WALL.

ZONING: R-1B, SINGLE FAMILY RESIDENTIAL

LOT 1 AREA: 42,940 sq. ft. or .99 acres
 LOT 1 CONCEPT HOUSE IMPERVIOUS AREA INCLUDING DRIVEWAY: 4424 SQ. FT.
 PERCENT IMPERVIOUS = $(4424)/(37,254) \times 100 = 11.9\%$

LOT 2 AREA = 25,339 sq. ft. or 0.58 acre
 LOT 2 IMPERVIOUS AREA: 4675 SQ. FT.
 PERCENT IMPERVIOUS = (4675)/(37,254) X 100 = 12.5%

SANITARY SEWER SERVICE - PROPOSED HOUSE'S SANITARY SEWER SERVICE TO HAVE GRINDER PUMP IN BASEMENT, IF NEEDED.

LEGEND

-  DENOTES EXISTING SPOT ELEVATION
 DENOTES EXISTING GRADE CONTOUR
 DENOTES PROPOSED SPOT ELEVATION
 DENOTES PROPOSED GRADE CONTOUR
 DENOTES UNDERGROUND GAS LINE
 DENOTES WATER MAIN OR SERVICE
 DENOTES SANITARY SEWER OR SERVICE
 DENOTES DRAINAGE DIRECTION
 DENOTES CHAIN-LINK FENCE
 DENOTES WOOD FENCE
 DENOTES TELECOM MANHOLE
 DENOTES STORM SEWER MANHOLE
 DENOTES SANITARY SEWER MANHOLE
 DENOTES WATER MAIN MANHOLE
 DENOTES CATCH BASIN
 DENOTES GAS METER
 DENOTES ELECTRIC METER
 DENOTES UTILITY POLE
 DENOTES OVERHEAD UTILITY WIRES
 DENOTES FIRE HYDRANT
 DENOTES CONCRETE SURFACE
 DENOTES EXISTING BLOCK OR STONE RETAINING WALL
 DENOTES PROPOSED RETAINING WALL
 DENOTES PROPOSED SILT FENCE

VERTICAL BENCHMARK:
MN/DOT NAME: 1RDS
GSID STATION: #6856
ELEVATION= 949.95 NGVD-1929

BASIS OF BEARINGS: DAKOTA COUNTY COORDINATE SYSTEM

TOTAL AREA: 176,882 SQ. FT. OR 4.06 ACRES
AREA LESS ROAD RIGHT OF WAY: 163,497 SQ. FT. OR 3.89 ACRES

SITE ADDRESS: 6180 BABCOCK TRAIL, INVER GROVE HEIGHTS, MN 55077

Client	MR. KURT MCCLUNG 6180 BUCKTRAIL WATER GROVE HEIGHTS PHONE 812-940-0666	Design by	\$	Digital folds	8-17-19	I hereby certify that this work, including any copyrightable material, was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Illinois.
		Drawn by	RP	Revisions	9-30-19 3-10-20 2-10-20 4-7-20	
LAKE AND LAND SURVEYING, INC. LAND SURVEYING, ENGINEERING 1200 CROWTHER PARKWAY, SUITE 205 MONTGOMERY, ILLINOIS 60120 PHONE (630) 479-5211 E-MAIL: RICHARD@LLS-INC.COM	Survey book No.				8-17-19 (Issued by me on 8/16/24)	Paper Uts GRADING PLAN
	S.A.P. number					Sheet number of
	2019.066					

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RESOLUTION APPROVING AND AUTHORIZING MAYOR TO EXECUTE AND DELIVER LETTER TO MAC THAT OBJECTS TO CERTAIN PROPOSED FLIGHT OPERATION CHANGES AT MSP AIRPORT

Meeting Date: May 26, 2020

Item Type: Consent

Prepared by: Heather Rand

Community Development Director

Contact: 651-450-2546

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:

Authorize Mayor to execute the attached letter to the Metropolitan Airports Commission (MAC) that objects to any proposed flight operation changes that may increase airport noise in a more densely populated residential areas of the city.

SUMMARY:

According to MAC complaint records from the last 3 years, when comparing MSP Airport neighboring cities, the volume of noise complaints made from city of Inver Grove Heights locations places the city in the top 3 cities with the greatest number of noise complaints. As such, the city continues to monitor noise complaint patterns and advocate for noise reduction solutions with that MAC and FAA that can improve our resident's quality of life.

Last September, the city of Eagan requested via letter that the MAC and FAA provide consideration to various airplane flight procedural FAA modifications, one such request commonly referred to as "Request #1". Request #1 appears to have a negative impact with respect to airport noise on Inver Grove Heights as such, it is wise for the city to go on record with MAC of its concern.

MAC staff have recently prepared some flight pattern modeling on the impacts of Request #1 (see attachment titled Eagan Request 1: AEDT Model Tracks) and the results indicated a shift in 9.2 daily departure flights on average from Eagan and south Inver Grove Heights to the more densely populated center of Inver Grove Heights. While the city council most certainly would desire that MSP Airport noise be decreased throughout the city, this proposed shift is not deemed a step in the right direction of such and if anything, sets a bad precedent. The city has embraced the concept that airport noise from MSP Airport as it grows over time, should be managed by the MAC and FAA in a variety of ways, but shifting the noise from one residential neighborhood to another is not a fair solution.

The MAC Board is scheduled to continue to consider Request #1 at its June Board meeting. For the purpose of the city communicating its concerns, staff recommends that the city council approve the attached letter to the MAC and authorize the Mayor to execute and deliver such.

EAGAN REQUEST 1: AEDT MODEL TRACKS

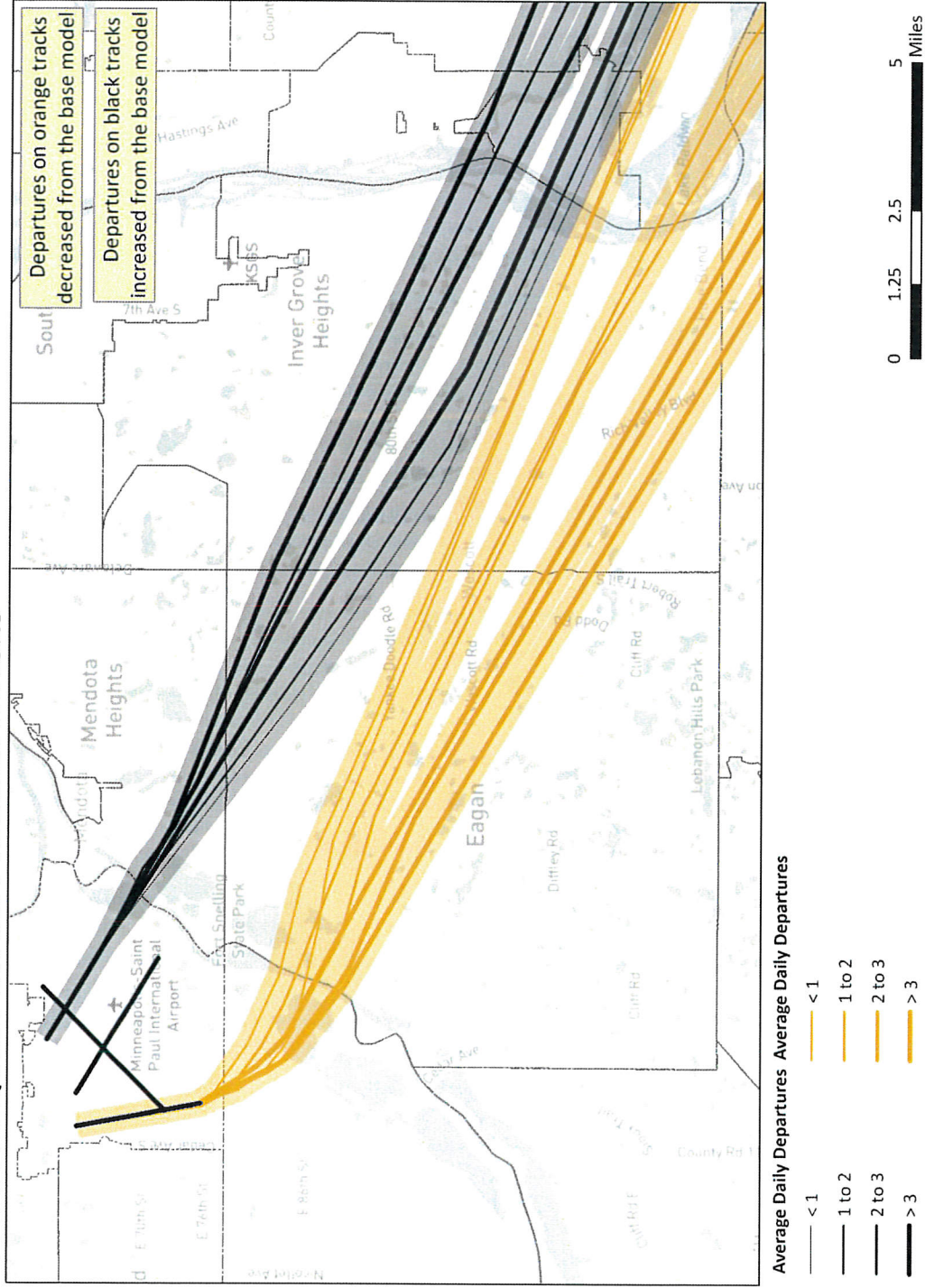


Figure 1

INVER GROVE HEIGHTS CITY COUNCIL

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2020-100

RESOLUTION APPROVING AND AUTHORIZING MAYOR TO EXECUTE AND DELIVER LETTER TO MAC
THAT OBJECTS TO CERTAIN PROPOSED FLIGHT OPERATION CHANGES AT MSP AIRPORT

WHEREAS, the City of Inver Grove Heights (the "City") shares the impacts of MSP airport noise with many Twin Cities metropolitan communities; and

WHEREAS, the MAC, which operates the MSP with oversight by FAA, is considering advancing potential changes to MSP Airport procedural adjustments that may result in a negative impact for Inver Grove Heights;

NOW, THEREFORE BE IT RESOLVED that the City Council approve and authorize the Mayor to execute and deliver a letter that objects to certain proposed flight operation changes that negatively impact the City.

Adopted by the Inver Grove Heights City Council on May 26, 2020.

Ayes:

Nays:

Mayor George Tourville

Attest:

City Clerk Rebecca Kiernan



City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

May 26, 2020

Metropolitan Airports Commission
6040 28th Avenue South
Minneapolis, MN 55450

Dear Members:

In 2017-2019, MAC noise complaint records indicate that the city with the third greatest number of airport noise complaints was city of Inver Grove Heights. We are uncertain the reasons for the large volume of noise complaints that appear to be on the increase the last 4 years that are coming in both to the MAC, and also to city council members and city staff. It is for this reason that our city respectfully asks that our resident's airport noise concerns be taken into account by the MAC board.

With great hopes that MAC MSP airport operations may soon return to more normal, pre-COVID-19 Pandemic levels in the coming months, the city of Inver Grove Heights wishes to go on record requesting that any growth in MAC airport noise implications be shared proportionately by all MSP airport neighboring communities rather than be shifted to non-compatible locations within one city. It is with that principle of fairness in mind, that city of Inver Grove Heights wishes to go on public record now with the Metropolitan Airports Commission, as standing in direct opposition to any further consideration by the MAC and FAA of a September 2019 dated letter from the city of Eagan requesting a FAA procedural modification to certain direct departures commonly referred to by the city of Eagan letter and by MAC staff as Request #1.

MAC staff were helpful in modeling impacts on Request #1 and their report indicated such would likely shift 9.2 average daily departures from a track that currently travels over the city of Eagan and a more densely populated southern section of Inver Grove Heights, to a track that travels over the most densely populated residential neighborhoods of Inver Grove Heights. We do not deem Request #1 a fair share solution to airport noise but instead, a direct shift of the growing noise problem. As such, we respectfully request that the MAC board reject further consideration of Request #1 and seek to identify other noise reduction solutions.

8150 Barbara Ave. ▪ Inver Grove Heights, MN 55077-3412
Telephone: 651-450-2500 ▪ Fax: 651-450-2502

Page two

Sincerely,

CITY OF INVER GROVE HEIGHTS

Mayor George Tourville

cc: U.S Senator Amy Klobuchar
U.S. Senator Tina Smith
U.S. Congresswoman Angie Craig
Brad Juffer, MAC Manager of Community Relations

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Amended and Restated Site Lease Agreement – T-Mobile

Meeting Date: May 26, 2020

Item Type: Consent

Contact: Scott D. Thureen, Public Works Director

Prepared by: Scott D. Thureen, 651-450-2571

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

Consider amended and restated site lease agreement for T-Mobile.

SUMMARY

T-Mobile has a 20-year lease that allowed the company to install a monopole tower and cellular equipment in an easement on the City's Carmen Avenue property. The lease expires at the end of 2024. At the lessee's request, staff has been in negotiations with T-Mobile since 2016.

The lessee desired a 20-year lease extension and an option to add an additional 1,000 square feet of leased area at the then current rental rate, subject to City approval. The City desired to use its new lease model template. The important features of the lease are: (1) continuation of the current rent schedule, with an annual 5 percent rate escalator; (2) an escrow deposit of \$5,000 to cover any City costs for review of the requested lease amendment or any future amendments; (3) a \$200,000 performance bond to ensure compliance with the terms of the lease with regard to decommissioning the site; (4) co-location rent payment for new subtenants equal to 25 percent of the rent they pay the lessee; (5) an additional termination right for the City that allows termination for any reason upon 5 years written notice following the first renewal term; and (6) a requirement that the lessee relocate existing facilities that are currently outside the lease easement area, to inside that area within one year of approval of the lease amendment.

I recommend approval of the amended and restated lease agreement.

SDT/kf

Attachment: New lease document

AMENDED AND RESTATED SITE LEASE AGREEMENT

Between

City of Inver Grove Heights

and

T-Mobile USA Tower LLC,
a Delaware limited liability company

Dated: _____, 2020

AMENDED AND RESTATED SITE LEASE AGREEMENT

THIS AMENDED AND RESTATED SITE LEASE AGREEMENT ("Lease"), made this ___ day of _____, 2020, between CITY OF INVER GROVE HEIGHTS, a Minnesota Municipal Corporation ("Lessor"), and T-MOBILE USA TOWER LLC, a Delaware limited liability company ("Lessee"), by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact. The Lessor and Lessee are at times collectively revered to hereinafter as the "Parties" or individually as the "Party."

NOW, THEREFORE, in consideration of the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amending and Restating Lease Agreement. Lessor is the current lessor and Lessee is the current lessee under that certain Monopole Site Lease Agreement dated November 22, 1999, originally by and between Lessor and APT Minneapolis, Inc., a Delaware corporation, as lessee ("Original Lease"), a memorandum of which is recorded in the Dakota County Office of the County Recorder as Document Number 1660114. Lessor and Lessee agree that the Original Lease is amended by deleting it in its entirety on the first day of the first full month following full execution of this Lease ("Commencement Date") and restating the Original Lease as provided for in this Lease.

2. Leased Premises. Subject to the terms and conditions of this Lease, Lessor hereby leases to Lessee a portion of that certain real property located at 6410 Carmen Avenue East (Tax Parcel ID 200030029020), Inver Grove Heights, County of Dakota, State of Minnesota (the entirety of Lessor's property is referred to hereinafter as the "Property"), which is legally described on Exhibit A, attached hereto and made a part hereof.

The portion of the Property being leased (hereinafter referred to as the "Leased Premises") is described and shown as the "Lease Area" on the survey attached hereto and incorporated herein as Exhibit B ("Survey"), and legally described as the "Lease Area" on Exhibit A attached hereto and incorporated herein, together with a non-exclusive license for: (i) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or via motor vehicle, including trucks; and (ii) the installation and maintenance of utilities, including without limitation, electric and telephone utilities and fiber optic fibers and the associated wires, cables, poles, conduits and pipes, and any additional equipment and materials related thereto (collectively, the "Utility Facilities"), over, under or along those portions of the Property designated as the "20' Wide Access and Utility Easement" on Exhibit B, and legally described as the "Existing Access and Utility Easement" on Exhibit A (such area hereinafter referred to as the "Utility Area" and/or "Access Area"). All of the Utility Facilities placed within the Utility Area shall be considered personal property and shall not be a fixture, regardless of how attached thereto. Lessor shall at no times interfere with or impede the use of the Access Area and Utility Area, except in cases of emergency for the benefit of the health, safety and welfare of the public, and Lessee may remove any obstructions, including without limitation, vegetation, that may interfere with its use of the Access Area and Utility Area.

3. **Tenant Use.**

(a) **User Priority.** Lessee agrees that the following priorities of uses of the Property, if any, descending in order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

- i. Lessor use;
- ii. Public safety agencies, including law enforcement, fire, and ambulance services that are not part of the Lessor;
- iii. Other governmental agencies whose use is not related to public safety and are using the Property as of the date of this Lease;
- iv. Lessee and Lessee's sublessees and licensees using the Leased Premises pursuant to this Lease, except that any tenants that entered into a lease prior to the date of this Lease shall have priority over Lessee and Lessee's sublessees and licensees; and
- v. Any other user of the Property.

(b) **Purpose.** The purpose of this Lease is to allow Lessee to install and maintain a communications antenna facility ("Antenna Facilities") on the Leased Premises. Lessee shall use the Leased Premises only for the purpose of installing, maintaining, and operating Antenna Facilities, including one (1) monopole antenna tower ("Antenna Tower"), equipment, cabinets and equipment shelters, and uses incidental thereto for providing wireless communications services which Lessee and Lessee's sublessees and licensees are legally authorized to provide to the public. Lessor specifically reserves the right to allow Lessor's Property, except the Leased Premises, to be used by itself or other parties and to make additions, deletions or modifications to its own facilities on the Lessor's Property, provided such use by other parties do not unreasonably interfere with the Lessee's use of the Leased Premises. Lessee must obtain all necessary land use approvals from the City of Inver Grove Heights and any other applicable governmental entities prior to the execution of this Lease.

(c) **Modification of Equipment.** Lessee shall have the right to add to, replace, modify, repair or otherwise improve all or a part of the Antenna Facilities within the equipment shelters, as well as the style, type, location, and number of antennas and other equipment located on the Leased Premises and/or attached to Lessee's Antenna Tower. All modifications, replacements and additional improvements shall be at Lessee's expense and the installation of all equipment and any modifications, replacements or improvements shall be at the discretion and option of Lessee, subject to the appropriate approvals, as required by this Lease and Lessor's ordinances. Nothing contained in this section shall exempt Lessee from complying at all times with any applicable local, city, state, or federal ordinances, statutes, regulations or other requirements related to the installation, modification and operation of the Antenna Tower and Antenna Facilities, nor

shall it guarantee any future required land use approvals by the City of Inver Grove Heights for any modifications, replacements or improvements to the Antenna Tower or Antenna Facilities. Lessee shall maintain the Antenna Tower and Antenna Facilities in good condition in accordance with good engineering practices with all applicable FCC rules and regulations.

(d) **Pre-Construction Drawings.** For any and all modifications, replacements or improvements to the Antenna Facilities proposed after the Commencement Date, Lessee shall provide Lessor with a completed application for Antenna Site and Construction Plans in an electronic file format that is compatible with Lessor's records management system and two (2) sets of drawings of the improvements proposed for the Leased Premises consisting of the following:

- i. Line or CAD drawings showing the actual physical location of all planned installations plus materials and construction methods;
- ii. Specifications for all planned installations;
- iii. Diagrams of proposed Antenna Facilities;
- iv. A complete and detailed inventory of all equipment and personal property of Lessee proposed to be placed on the Leased Premises;
- v. Results of the interference study required by subsection 5(b).

("Construction Plans"). Lessor shall have thirty (30) business days to review the Construction Plans. If Lessor fails to either approve the Construction Plans or provide written request for changes of said Construction Plans to Lessee within the thirty (30) day period, the Construction Plans will be deemed approved by Lessor.

(e) **Post-Construction As-Built Drawings.** On or before the Commencement Date of this Lease, Lessee shall provide Lessor with a legible version of the as-built drawings of the existing Antenna Facilities and Utility Facilities installed on the Leased Premises and Property which show the actual location of all Antenna Facilities and Utility Facilities, including anything that is located underground, and said drawings shall be attached hereto as Exhibit B. Lessee agrees that if the Utility Facilities or access road, or any portion thereof, are not located within the existing Utility Area or Access Area, respectively as described and depicted on Exhibits A and B, Lessee shall within 365 days after the Commencement Date of this Lease take all necessary measures, subject to Lessor approval and any other requirements set forth in this Lease, to remove or relocate the Utility Facilities and access road, or any portion thereof, so that the Utility Facilities and access road are located entirely within the existing Utility Area and Access Area, respectively. If Lessee is required to obtain or maintain any license, permit or other governmental approval in conjunction with any modification, replacement or improvement to the Antenna Facilities, Lessee shall within thirty (30) days after the completion of such modification, replacement or improvement provide Lessor with as-

built drawings in electronic file format compatible to the Lessor's record management system to replace any previously provided as-built drawings of the Antenna Facilities and the improvements actually installed on Lessor's Property and the Leased Premises, which show the actual location of all equipment and improvements, including any that are located underground. Said drawings shall replace the existing as-built drawings attached hereto as Exhibit B.

4. Term; Rent Payment.

- (a) **Initial Term.** This Lease shall be for an initial term beginning on the Commencement Date and continuing up and until December 31, 2024 (the "Initial Term"). Lessee shall have the right to extend this Lease for four (4) additional five (5)-year renewal periods (each a "Renewal Term" and collectively the "Renewal Terms") following the expiration date of the Initial Term, such that the Initial Term and all Renewal Terms of this Lease shall expire on December 31, 2044, unless sooner terminated as provided in this Lease. This Lease shall be automatically renewed for each Renewal Term unless Lessee sends written notice to Lessor of Lessee's election not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as provided in Sections 14 and 29 of this Lease.
- (b) **Rent.** As consideration for this Lease, Lessee shall pay Lessor an annual rent in the amount of Twenty Five Thousand Four Hundred Seventy One and 65/100 Dollars (\$25,471.65) ("Rent"), beginning on the Commencement Date. Said Rent shall be increased automatically and without notice on January 1, 2021, and every January 1 thereafter by five percent (5%) of the previous year's Rent (including for any Renewal Term), as shown in Exhibit C, attached hereto and incorporated herein.
- (c) **Time of Payment.** Lessee shall make quarterly rent payments to the Lessor on the first day of the first month of each quarter. Said quarterly rent shall be calculated by dividing the Rent (as shown in Exhibit C) by four (4). For the first quarter, the Rent shall be pro-rated and shall be paid to Lessor in full within thirty (30) days of the Commencement Date. The obligation to pay Rent shall begin on the Commencement Date.
- (d) **Additional Rent/Taxes.** Lessee shall pay any personal property taxes, real estate taxes, assessments or charges owed on the Property which Lessor demonstrates are the result of Lessee's use of the Leased Premises and/or the installation, maintenance, and operation of the Lessee's Antenna Facilities, and any sales tax imposed on the Rent including any increase in real estate taxes for the Property which Lessor demonstrates result from Lessee's improvements and Antenna Facilities and/or Lessee's use of the Leased Premises. Failure of Lessee to pay any such taxes, assessments, or charges when due shall constitute a breach of this Lease. Lessee acknowledges that the Property enjoyed a property tax exempt status prior to this Lease.
- (e) **Miscellaneous.** Lessee shall reimburse Lessor for all reasonable costs associated with reviewing any application that Lessee is required to submit pursuant to this Lease and any subsequent amendments to this Lease, including but not limited to all attorney's fees,

staff and administrative review time and third-party consultant fees and expenses. All fees and invoices must be paid within thirty (30) days after Lessee receives an invoice for the same. Notwithstanding the foregoing, Lessee shall not be responsible for reimbursing Lessor's fees and expenses exceeding Five Thousand Dollars (\$5,000.00) for any one (1) project for which Lessor's review and approval of an application or other related documentation is required.

5. Government Approval Contingency.

- (a) **Lessee Application.** Lessee's right to use the Leased Premises, Access Area and Utility Area is expressly made contingent upon Lessee obtaining and maintaining all certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority during the Initial Term and any Renewal Term of this Lease. This shall include the interference study specified in subsection 5(b) below to be conducted at Lessee's expense in the event same is required by Lessor. Lessor shall cooperate with Lessee in Lessee's efforts to obtain and retain such approvals and shall take no action that would adversely affect the status of the Leased Premises with respect to Lessee's use of the Leased Premises. Lessee shall not consider this Lease, or the negotiations to enter into a lease, as alleviating Lessee from any and all requirements for Lessee to obtain or maintain any needed certificates, permits, zoning, and other approvals, including conditional use permits or other special approvals required by the city, county, state or federal governments.
- (b) **Interference Study.** Before obtaining a building permit for any existing or future Antenna Facilities or other improvements on the Leased Premises, Lessee shall obtain a radio frequency study, carried out by an independent and qualified professional selected by Lessee and approved by Lessor, which approval shall not be unreasonably withheld, showing that Lessee's intended use will not interfere with any existing communication facilities, unless such requirement is waived by Lessor. If the study finds that there is a potential for interference that cannot be reasonably remedied, Lessor may deny the building permit.
- (c) **Non-Approval.** In the event that any application necessary under subsection 5(a) above is finally rejected or any certificate, permit, license or approval issued to Lessee is cancelled, expires or lapses, or is otherwise withdrawn or terminated by government authority so that Lessee, in Lessee's sole discretion, will be unable to use the Leased Premises for its intended purposes, or if an interference study, whether conducted pursuant to subsection 5(b) above or otherwise, indicates, in Lessee's sole discretion, that the Leased Premises are unsatisfactory for Lessee's intended use, Lessee shall have the right to terminate this Lease and no further Rent shall be due following the date of termination. Lessee shall provide ninety (90) days written notice to Lessor of Lessee's intent to exercise its right to terminate pursuant to this subsection, and such notice shall be provided in accordance with Section 29, Notices, of this Lease. Except as otherwise stated in this Lease, upon such termination, this Lease shall become null and void and the parties shall have no further obligation to each other.

6. Cash Escrow. Lessor acknowledges that Lessee has previously deposited a cash escrow in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) with Lessor. The cash escrow shall remain in place throughout the Initial Term and any Renewal Term. Failure to maintain the full cash escrow amount during the Initial Term and any Renewal Term of the Lease shall constitute a breach of this Lease. The cash escrow shall be used to ensure Lessee's compliance with the terms of this Lease, and may be used by Lessor to pay for any costs incurred by Lessor to pay for site review, consultant fees, or any other costs incurred by Lessor in conjunction with this Lease or any amendment of this Lease, or as a result of Lessee's breach of this Lease, provided Lessee does not first pay for same in accordance with the other terms and conditions of this Lease regarding such payment. If the cash escrow is used during the Initial Term or any Renewal Term of this Lease, Lessor shall send notice to Lessee of the amount used, and Lessee shall replenish the cash escrow in the amount stated in the letter within thirty (30) days of the date of the letter. Concurrent with Lessee's provision of written notice to Lessor of Lessee's intent to terminate this Lease, or within ten (10) days of receipt of notice of termination of this Lease from Lessor, Lessee shall provide Lessor with a performance bond in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), which shall be used to ensure Lessee's compliance with the terms of this Lease, including those related to the removal of the Antenna Facilities from the Property. Within thirty (30) days of termination of this Lease and subject to Lessee's compliance with all terms of this Lease, including site restoration, any remaining cash escrow or performance bond shall be returned to Lessee.

7. Co-Location of Additional Carriers. If after the Commencement Date, additional carriers wish to co-locate on the Antenna Tower and/or place ground equipment on the Lessee's Leased Premises, including inside the equipment shelter, Lessee shall provide notice to Lessor within sixty (60) days after the Lessee enters into any lease or sublease for co-located equipment. In addition to the Rent currently paid by Lessee to Lessor pursuant to this Lease, if, after the full execution of this Lease, Lessee subleases, licenses or grants a similar right of use or occupancy in the Leased Premises to an unaffiliated third party not already a subtenant on the Leased Premises (each a "Future Subtenant"), Lessee agrees to pay to Lessor twenty-five percent (25%) of the rental, license or similar payments actually received by Lessee from each such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee from the Future Subtenant. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Leased Premises and there shall be no express or implied obligation for Lessee to do so. Notwithstanding anything in this Section to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Leased Premises prior to execution of this Lease shall be expressly excluded from the Additional Rent and Lessor shall have no right to receive any portion of such revenue, except as set forth in Section 8 below. Within sixty (60) days of the end of each calendar year, Lessee shall provide Lessor with a written business summary report pertaining to Lessee's rent obligations under this Section 7 for the prior twelve (12) month period.

8. Co-Location of Existing Carriers. Lessor acknowledges that Lessor has previously consented to Lessee's sublease or license to all additional carriers located on the Leased Premises prior to the Commencement Date ("Existing Subtenants") and all additional equipment and/or antennas of the Existing Subtenants placed on the Leased Premises prior to the Commencement Date. Notwithstanding the foregoing, Lessee agrees that if any of the additional equipment and/or antennas of the Existing Subtenants, or any portion thereof, are not located within the Leased Premises, Lessee shall within ninety (90) days after the Commencement Date of this Lease take all necessary measures, subject to Lessor approval and any other requirements set forth in this Lease, to have the Existing Subtenants remove or relocate their additional equipment and/or antennas, or any portion thereof, so that all of the Existing Subtenants' additional equipment and/or antennas are located entirely within the Leased Premises. Lessor acknowledges that for each Existing Subtenant Lessee pays to Lessor the greater of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per year or ten percent (10%) of the annual rent for each such Existing Subtenant at the time Lessee actually collects rent from such Existing Subtenant on the Leased Premises ("Existing Subtenant Rent"). Payment of Existing Subtenant Rent to Lessor shall be at the same quarterly interval as set forth in Section 4 of this Lease but in arrears.

9. Option for Additional Land. As further consideration for Lessee entering into this Lease, during the term of this Lease, Lessee shall have the option ("Option") to lease up to a maximum of 1,000 square feet of real property adjacent to the existing Leased Premises ("Additional Lease Area"), which shall include a depiction of the proposed location and size of the additional real property. The parties shall work together to ensure that the location and shape of the Additional Lease Area is acceptable to both parties; however, notwithstanding the foregoing, Lessor shall be the one to make the final decision in regard to the location and shape of the Additional Lease Area. If Lessee exercises its Option, Lessee shall pay the same rent per square foot for the Additional Lease Area as the Rent paid per square foot by Lessee for the existing Leased Premises at the time of full execution of the lease documents for the Additional Lease Area. The rent for the Additional Lease Area shall increase in the same manner as the Rent increases for the existing Leased Premises. Lessee may exercise the Option by providing written notice to Lessor at any time; provided, however, that following Lessee's delivery of notice to Lessor, Lessee may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Option if Lessee discovers or obtains any information of any nature regarding the Additional Lease Area which Lessee determines to be unfavorable in its sole discretion.

10. Placement of Additional Antenna Towers on the Leased Premises. Lessee acknowledges that any sublessees must use and fill up any available space on Lessee's Antenna Tower before Lessee seeks the Lessor's permission to erect an additional antenna tower (each referred to as an "Additional Antenna Tower") on the Leased Premises. Lessee acknowledges and agrees that any Additional Antenna Tower must be specifically authorized by the City in writing, and said agreement must be approved by a future City Council that may or may not, in its sole discretion, withhold approval of the addition of an Additional Antenna Tower on the Leased Premises. Lessee agrees that prior to erection of any Additional Antenna Tower on the Leased Premises, Lessee and Lessor shall amend this Lease to provide for additional rent to be paid to the City as a result of the construction of an Additional Antenna Tower, as well as payment of

additional sums as a result of co-location or subleasing of space on or about the Additional Antenna Tower. If Lessee wishes to lease additional land space from the Lessor in excess of that agreed upon in Section 9 of this Lease during the term of this Lease, an amendment to this Lease, including the amount of additional rent to be paid to Lessor, must first be negotiated between Lessee and Lessor.

11. Repair of Damage to Leased Premises or Property. Any damage done by Lessee, its employees or agents to the Property or the Leased Premises during installation or operation of the Antenna Facilities shall be repaired by Lessee at Lessee's expense within thirty (30) days after notification of damage and to Lessor's reasonable satisfaction. The Antenna Facilities shall remain the exclusive property of the Lessee, unless otherwise provided in this Lease. Lessee's Antenna Facilities shall be maintained in a good state of repair.

12. Reimbursement of Expenses by Lessee. If Lessee fails to reimburse Lessor for any expenses for which Lessee is responsible under this Lease within thirty (30) days after receipt of an invoice from Lessor, or if Lessee fails to provide information required by this Lease within thirty (30) days after receipt of notice from Lessor, in addition to any other remedies that may be provided for herein, Lessee shall pay a penalty to Lessor in the amount of one (1) month's Rent for each month that Lessee fails to pay the invoice submitted by Lessor and/or provide the required documents as the case may be. The terms of this Section shall survive the termination or expiration of this Lease.

13. Emergency Facilities. In the event of a natural or man-made disaster, in order to protect the health, welfare, and safety of the community, Lessee may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to ensure continuation of service. Such temporary operation shall not exceed ninety (90) days unless Lessee obtains written approval from the Lessor.

14. Lease Termination.

(a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days' written notice to the other party, which notice is provided in accordance with Section 29 of this Lease, as follows:

- i. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within (i) thirty (30) days of receipt of written notice of default to the other party for monetary defaults and (ii) sixty (60) days of receipt of written notice of default to the other party for non-monetary defaults (without, however, under (i) or (ii), limiting any other rights of the parties pursuant to any other provision hereof). The foregoing termination right available to each party is in addition to any other remedy available to each party at law or equity in the event of a default of this Lease beyond the foregoing notice and cure periods; or
- ii. By Lessee for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities; or

- iii. By Lessee for cause if the Leased Premises becomes unusable under Lessee's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong or for technological reasons, including, without limitation, shadowing or interference under Lessee's Antenna Facilities; or
 - iv. By Lessor, if it determines that Lessee has failed to comply with applicable ordinances or state or federal law, or any conditions attached to government approvals granted thereunder after a thirty (30) day notice and cure period; or
 - v. By Lessee, provided Lessee is not in default hereunder and shall have paid all Rents and sums due and payable to Lessor by Lessee, in which case Lessee shall have the right to terminate this Lease on the 31st day of December of each year of this Lease provided that ninety (90) days prior written notice is given to the Lessor; or
 - vi. By Lessor for any reason at all upon five (5) years written notice following the first Renewal Term.
- (b) **Notice of Termination.** In accordance with Section 29, notice of termination shall be provided to the other party in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. Except as set forth herein, all Rent paid under this Lease prior to said termination date shall be retained by Lessor.
- (c) **Lessee's Liability for Early Termination.** If Lessee terminates this Lease other than for cause or of right as provided in this Lease, in addition to the Rent to be paid under this Lease through the date of termination, Lessee shall pay to Lessor as liquidated damages for early termination, one hundred fifty percent (150%) of the annual Rent, unless Lessee terminates during the last year of the Initial Term or any Renewal Term under Section 15(a)(v) and Lessee has paid the Rent for that year.
- (d) **Site Restoration.** In the event that this Lease is terminated or not renewed, Lessee shall remove its Antenna Facilities and related equipment from the Leased Premises within ninety (90) days of the termination of this Lease and shall repair and restore the Leased Premises and Utility and Access Areas to Lessor's reasonable satisfaction, reasonable wear and tear excepted. In the event that Lessee's Antenna Facilities and related equipment are not removed to the reasonable satisfaction of the Lessor, or the Leased Premises and/or Utility and Access Areas are not restored to the reasonable satisfaction of the Lessor within said time period, Lessor shall have the option to take full ownership of the Antenna Facilities or to fully decommission the Antenna Facilities, have the Antenna Facilities removed and repair the site and restore the Leased Premises, and to draw on the cash escrow and performance bond deposited by Lessee and to send an invoice to Lessee for the cost of such actions not covered by such cash escrow or bond. Any such invoice for amounts not covered by the cash escrow and performance bond shall be paid by Lessee within thirty (30) days from the date such invoice is received by

the Lessee, which notice shall include documentation of the cost of such actions by Lessor. The obligations of this Section shall survive the expiration or other termination of this Lease.

- (e) **Payment of Rent.** Upon termination of this Lease, Lessee shall pay Rent until the Antenna Facilities are removed from the Leased Premises and the Property is restored to a condition reasonably satisfactory to Lessor ("Vacation Date"), whichever is later. All prepaid rent for periods after the Vacation Date shall be returned to Lessee within sixty (60) days of the Vacation Date.

15. Noise. Any Antenna Facility or Additional Antenna Facility shall be constructed and operated in such a manner as to minimize the amount of noise impacts to residents of nearby homes and the users of recreational areas, such as public parks and trails. Noise attenuation measures shall be required for all air conditioning units. Backup generators shall only be operated during power outages and for testing and maintenance purposes. At any time, noise attenuation measures may be required by Lessor when deemed necessary. Testing and maintenance activities of the Antenna Facility or any Additional Antenna Facility which generate audible noise shall occur between the hours of seven a.m. (7:00 a.m.) and seven p.m. (7:00 p.m.), Monday through Saturday, non-holiday, excluding emergency repairs, unless allowed at other times by lessor. Testing and maintenance activities that do not generate audible noise may occur at any time, unless otherwise restricted by Lessor.

16. Installation of a Generator. Lessee shall not install or replace any generator on Lessor's Property, including the Leased Premises, without Lessor's prior written approval. Notwithstanding the foregoing, Lessee shall be permitted to place an emergency generator within its Leased Premises in the event of a power failure to the Antenna Facilities. In the event that Lessor grants approval for the place of a generator on the Property, or Lessee is permitted to place a generator within its Leased Premises due to an emergency power failure, Lessee agrees to maintain or repair such generator within its Leased Premises. Lessee further agrees that Lessor may limit the noise level at Lessor's Property that may prohibit the use of a generator and that the installation of any generator must fall within the noise level limits set by Lessor. In the event that Lessee exceeds the noise level set forth by Lessor, Lessee shall take all such steps requested by Lessor to reduce the sound levels to the level approved by Lessor, including, but not limited to, installing additional mufflers, or any other requirements that may be requested by Lessor, including but not limited to ceasing all operations of the generator. All sound reduction measures requested by Lessor shall be performed at Lessee's sole cost and expense. If Lessee fails to immediately comply with Lessor's proposed sound reduction measures, Lessee shall be deemed in default hereunder and Lessor may take any and all measures to stop the use of the generator. Lessee shall further repair any and all damage caused by the use of the generator upon the Property. All expenses incurred by Lessor hereunder, including attorney's fees, shall be paid by Lessee upon demand.

17. Compliance with Laws. All Antenna Facilities shall be constructed and operated in accordance with all local, state and federal laws and ordinances, including, without limitation, the conditional use permit dated October 1, 1999, by which the Antenna Facilities were approved.

18. No Interference. Lessee shall, at its own expense, maintain any equipment on or attached to the Leased Premises and owned by Lessee in a safe condition, in good repair and consistent with good engineering practices so as not to unreasonably interfere with the Lessor's use of the Property.

19. Access. Lessee and Lessee's sublessees, licensees, employees and contractors, at all times during this Lease, shall have access to the Leased Premises in order to install, operate, and maintain the Antenna Facilities via the Access Area.

20. Payment of Utilities. Lessor makes no representations that utilities adequate for Lessee's use of the Leased Premises are available. Lessee shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

21. Additional Buildings. Lessee acknowledges that Lessor may permit additional buildings to be constructed on the Property. At such time as this may occur, Lessee will permit said buildings to be placed immediately adjacent to the Leased Premises, provided said buildings do not unreasonably interfere with the Leased Premises or Lessee's access to and from or maintenance of the Leased Premises. Lessor shall not erect, construct or maintain any building or structure on the Access Area or Utility Area.

22. Defense and Indemnification.

(a) General.

- i. Lessee agrees to defend, indemnify and hold harmless Lessor and its elected officials, officers, employees, agents and representatives, from and against any and all claims, costs, losses, expense, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Lessor for claims arising out the installation, operation, maintenance, use and occupancy of the Leased Premises by Lessee or Lessee's breach of this Lease, except to the extent that the same arise from the negligence, willful misconduct, or other fault of Lessor. This provision shall survive expiration or other termination of this Lease.
- ii. To the extent allowed by law, Lessor agrees to defend, indemnify and hold harmless Lessee and Lessee's employees, agents and representatives from and against any and all claims, costs, losses, expense, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Lessee for claims arising out of the negligence or willful misconduct of Lessor, except to the extent that the same arise from the negligence, willful misconduct, or other fault of Lessee.

- (b) Hazardous Materials.** Without limiting the scope of Section 21 (a) above, Lessee shall be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including

attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises and Utility and Access Areas associated with the Lessee's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA, other than such materials used in the ordinary course of Lessee's business in accordance with all applicable laws and regulations. Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Materials other than those introduced to the Property by Lessee. Lessor represents that Lessor has no knowledge of any Hazardous Materials on the Property that are not used in accordance with all applicable laws and regulations. Lessee shall provide Lessor with SDS sheets for any Hazardous Materials which shall be located on the Leased Premises.

- (c) **Lessee's Warranty.** Lessee represents and warrants that its use of the Leased Premises will not generate and Lessee will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, Utility Area, or Access Area, any Hazardous Materials, other than such materials used in the ordinary course of Lessee's business in accordance with all applicable laws and regulations, unless Lessee specifically informs Lessor thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as Lessee becomes aware of the existence of Hazardous Materials on the Leased Premises. Lessor acknowledges that Lessee has informed Lessor that Lessee will use and store a battery powered emergency electrical back-up system and/or a fuel generator powered emergency electrical back-up system. The obligations of Section 21 shall survive the expiration or other termination of this Lease.
- (d) **Lessor's Warranty of Title and Quiet Enjoyment.** Lessor warrants that Lessor owns the Property and has full authority to enter into and execute this Lease. Lessor covenants that Lessee, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Leased Premises and non-exclusive license for access to the right-of-way and for the replacement of utilities granted by this Lease.
- (e) **Limitation of Lessor's Liability.** If Lessor terminates this Lease other than for cause or as of right as provided in this Lease, or Lessor causes interruption of the business of Lessee, or for any other Lessor breach of this Lease, Lessor's liability for damages to Lessee shall be limited to the actual and direct costs of the replacement or repair of the Leased Premises or any Antenna Facilities located thereon, including, without limitation, if Lessor is required to erect a new site at a different location equipment removal, relocation or repair, and all costs associated with the identification of a new site for Lessee's replacement communications facility, applying for any necessary governmental approvals, and the cost of erecting a new antenna support structure. Notwithstanding the foregoing, Lessor's liability for damages to Lessee shall not include any recovery for Lessee's own communications equipment, value of the business of Lessee as a going

concern, future expectation of profits, or any damages related to loss of business or profit of Lessee.

23. Insurance.

- (a) **Workers' Compensation.** The Lessee shall maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) Bodily Injury each accident, Five Hundred Thousand Dollars (\$500,000) Bodily Injury by disease, policy limit, and Five Hundred Thousand Dollars (\$500,000) Bodily Injury by disease, each employee.
- (b) **General Liability.** The Lessee must maintain an occurrence form commercial general liability coverage. Such coverage shall include, but not be limited to, bodily injury, Property Damage broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations in relation to or arising out of the use, maintenance and operation of the Leased Premises and Antenna Facilities.

The Lessee must maintain aforementioned commercial general liability coverage with limits of liability not less than One Million Five Hundred Thousand Dollars (\$1,500,000) each occurrence, Three Million Dollars (\$3,000,000) general aggregate, and Three Million Dollars (\$3,000,000) products and completed operations aggregate and personal and advertising injury. These limits may be satisfied by the commercial general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

- (c) **Automobile Liability.** The Lessee must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) combined single limit each accident for bodily injury and property. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverages afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.

- (d) **Lessee Property Insurance.** The Lessee must keep in force for the duration of this Lease a policy covering damages to its Antenna Facilities on the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, shall cover loss of use, and shall comply with any ordinance or law requirements.

- (e) **Additional Insured - Certificate of Insurance.** The Lessee shall provide, prior to construction of the Antenna Facilities, evidence of the required insurance in the form of a Certificate of Insurance issued by a company with a minimum AM Best Rating of A- according to the latest Best edition, licensed, authorized or permitted to do business in the state of Minnesota, which includes all coverage required in this Section 22. Lessee shall list the Lessor as an Additional Insured on the General Liability and Commercial Automobile Liability Policies, to the extent required to indemnify under Section 21 of this Lease. The policies shall be endorsed to provide at least thirty (30) days prior written notice to the Lessor of any cancellation except for non-payment of premium. In the event that Lessee is self-insured, Lessee shall provide Lessor with a certificate showing compliance with the foregoing policy limits.
- (f) **Waiver of Claims.** Lessee assumes all risk of loss of or damage to Lessee's property or leasehold improvements within the Leased Premises, which is not caused by the negligence of Lessor, its employees or agents including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of God, act of any other Lessee, person or thing, or any other cause.
- (g) **Lessor Insurance.** Lessor acknowledges that it has insurance up to the tort liability limits found in Minnesota Statutes Section 466.04.

24. Damage or Destruction. If the Leased Premises are destroyed or damaged, without contributory fault of the Lessee or its agents, so as, in Lessee's judgment, to hinder its effective use of the Antenna Facilities, Lessee may elect to terminate this Lease upon thirty (30) days' written notice to Lessor. In the event Lessee elects to terminate this Lease, Lessee shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

25. Temporary Interruptions of Service. If Lessor determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Lessor may order Lessee to discontinue its operation. Lessee shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. Lessor shall not be liable to Lessee or any other party for any interruption in Lessee's service or interference with Lessee's operation of the Lessee Facilities, except as may be caused by the willful misconduct of the Lessor, its employees or agents. If the discontinuance extends for a period greater than three (3) days, either consecutively or cumulatively, Lessee shall have the right to terminate this Lease within its sole discretion and without payment of a termination fee.

26. Lessee Interference.

- (a) **With Higher Priority Users.** Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards with any higher priority users set forth in Section 3(a). The parties acknowledge that there will not be an adequate remedy at law for

noncompliance with the provisions of this Section and therefore, Lessor shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance. If Lessee's Antenna Facilities cause any such impermissible radio frequency interference, Lessee shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within forty-eight (48) hours after receiving Lessor's written notice of the interference, Lessee shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days after Lessee received Lessor's written notice, Lessor may, at its option, terminate this Lease upon providing notice to Lessee.

- (b) **Interference Study for New Occupants.** Upon written notice by Lessor that it has a bona fide request from any other party to lease an area in close proximity to the Leased Premises ("Leased Premises Area"), Lessee shall provide to Lessor within sixty (60) days the radio frequencies currently in operation or anticipated by Lessee to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Lessor may then have an independent, registered professional engineer of Lessor's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Lessee. Lessor shall require the new applicant to pay for such interference studies.
- (c) **No Interference by New Occupants.** Lessor agrees that Lessor will not grant a future lease or other right of use in the Leased Premises Area to any party who is of equal or lower priority to Lessee, if such party's use is reasonably anticipated to interfere with Lessee's operation of its Antenna Facilities. Lessor agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with Lessee's Antenna Facilities. Lessor agrees that it will require any subsequent occupants of the Leased Premises Area that are equal to or lower priority to Lessee to provide Lessee these same assurances against interference. Lessor shall have the obligation to eliminate any interference with the operation of Lessee caused by such subsequent occupants or any user of the Property this is lower in priority and interfering with Lessee's use of the Leased Premises. If such interference is not eliminated, Lessee shall have the right to terminate this Lease or seek injunctive relief and/or damages against the interfering occupant, at Lessee's expense.

27. Assignment and Subletting. Lessee may assign this entire Lease without the consent of Lessor, provided the assignee assumes all of the Lessee's obligations herein. Lessee may sublet or license the Leased Premises or any portion thereof to an entity upon written notification to Lessor by Lessee. Upon assignment or subletting, Lessee shall remain liable for all of its obligations herein. Lessor may assign this Lease upon written notice to Lessee, subject to the assignee assuming all of the Lessor's obligations herein. This Lease shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Lease to any financing entity, or agent on behalf of any

financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

28. Condemnation. If Lessor receives written or other notice or is aware of a proposed taking by eminent domain of any part of the Leased Premises, Lessor will notify Lessee of the proposed taking within fifteen (15) business days of receiving said notice or becoming aware of same. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain either party shall have the right to either terminate this Lease as of said date of title transfer by giving thirty (30) days written notice to the other party. If neither party provides written notice pursuant to this section to terminate this Lease as of said date of title transfer, Lessee may remain in possession of that portion of the Leased Premises or easements that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Leased Premises or easements so taken. In the event of any taking under the power of eminent domain, neither Lessee or sublessees of Lessee shall be entitled to any portion of the award paid for the taking and Lessor shall receive the full amount of such award. Lessee hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises shall belong to Lessor, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

29. Notices. All notices hereunder must be in writing and shall be deemed validly served if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Lessor, to: City of Inver Grove Heights
 8150 Barbara Ave.
 Inver Grove Heights, MN 55077
 Attn: City Administrator

If to Lessee, to: T-Mobile USA Tower LLC
 c/o CCTMO LLC
 Attn: Legal – Real Estate
 2000 Corporate Drive
 Canonsburg, PA 15317

With a copy to: T-Mobile USA Tower LLC
 12920 S.E. 38th Street
 Bellevue, WA 98006
 Attn: Leasing Administration

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

30. Authority. Each of the individuals executing this Lease on behalf of the Lessee and Lessor represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

31. Binding Effect. This Lease shall run with the Property. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

32. Recording. Lessor agrees to execute a Memorandum of this Lease which Lessee may record with the appropriate recording office. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to the commencement of this Lease or Rent payments.

33. Complete Lease; Amendments. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

34. Governing Law. This Lease shall be construed in accordance with the laws of the State of Minnesota. Any action related to this Lease shall be venued in Dakota County District Court, Dakota County, Minnesota.

35. Severability. If any term of this Lease is found be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

36. Representation and Warranties. Each party covenants and warrants to the other that (i) it has full right, power and authority to execute this Lease and has the power to grant all right hereunder; (ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on said party; and (iii) the execution and delivery of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

37. Liability Limits. Nothing contained herein shall be deemed a waiver by the Lessor of any governmental immunity defenses, statutory or otherwise. Further, any and all tort claims brought by the Lessee or its successors or assigns shall be subject to any governmental immunity defenses of the Lessor and the maximum tort liability limits provided by Minnesota Statutes, Chapter 466.

38. Disputes. Any claim, controversy or dispute arising out of this Lease not resolved within thirty (30) days following notice of the dispute shall be submitted first and promptly to mediation. Each party shall bear its own cost of mediation. If mediation does not result in

settlement within ninety (90) days after the matter was submitted to mediation, either party may file a claim in Dakota County District Court.

39. Enforcement and Attorneys' Fees. In the event that either party to this Lease shall bring a claim in Dakota County District Court to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees and other reasonable enforcement costs and expenses incurred as a result to such claim.

40. Counterparts. This Lease may be signed in counterpart by the parties hereto, each of which shall be deemed an original, but all of which taken together, shall constitute a single instrument. Electronically transmitted signatures are valid and shall bind the party delivering such signature. Either party's failure to produce an original of its electronically transmitted signature shall not affect the enforceability of this Lease.

41. Captions. The captions contained in this Lease are inserted for convenience only and are not intended to be part of this Lease, they shall not affect or be utilized in the construction or interpreting of this Lease.

Attached:	<u>Exhibit A</u>	Legal Description of Property
	<u>Exhibit B</u>	Site Survey/As Built Drawings showing location of Antenna Facilities and Utility Facilities
	<u>Exhibit C</u>	Rent Schedule

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF INVER GROVE HEIGHTS

By: _____
Its Mayor

Attest: _____
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ and _____, the Mayor and City Clerk respectively of the City of Inver Grove Heights, on behalf of the City of Inver Grove Heights.

Notary Public

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSEE:

T-Mobile USA Tower LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

By: [Signature] (SEAL)
Name: Helen V. Smith
Title: Director National RE Ops

STATE OF Texas)
COUNTY OF Harris) ss.

The foregoing instrument was acknowledged before me this 7 day of April, 2020, by CCTMO LLC, a Delaware limited liability company, as Attorney-in-Fact for T-Mobile USA Tower LLC, a Delaware limited liability company.

[Signature]
Notary Public

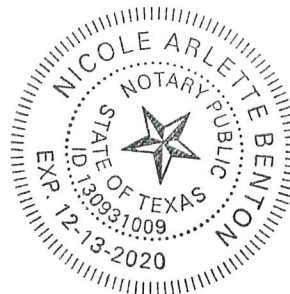


EXHIBIT A
(Legal Description of Property, Leased Premises and Access Area)

Property:

That part of the South 527.00 feet of the South Half of the Northwest Quarter of Section 3, T.27N., R.22W., Dakota County, Minnesota lying southeasterly and easterly of Carmen Avenue and lying west of the west line of LOFTON ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

Lease Area:

That part of the south 527.00 feet of the South Half of the Northwest Quarter, Section 3, Township 27 North, Range 22 West, Dakota County, Minnesota, lying southeasterly of Carmen Avenue and lying west of the plat of LOFTON ADDITION, described as follows:

Commencing at the southwest corner of said south Half of the Northwest Quarter; thence on an assumed bearing of South 89 degrees 50 minutes 54 seconds East, along the south line of said South Half of the Northwest Quarter, a distance of 783.57 feet; thence North 45 degrees 19 minutes 35 seconds East a distance of 461.91 feet to the point of beginning of the lease tract to be described; thence continuing North 45 degrees 19 minutes 35 seconds East a distance of 67.54 feet; thence South 25 degrees 21 minutes 25 seconds East a distance of 52.98 feet; thence South 45 degrees 19 minutes 35 seconds West a distance of 50.00 feet; thence North 44 degrees 40 minutes 25 seconds West a distance of 50.00 feet to the point of beginning.

Existing Access and Utility Easement:

A 20.00 foot wide area for access and utility purposes over and across that part of the south 527.00 feet of the South Half of the Northwest Quarter, Section 3, Township 27 North, Range 22 West, Dakota County, Minnesota, lying southeasterly of Carmen Avenue and lying west of the plat of LOFTON ADDITION, the centerline of said easement is described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter; thence on an assumed bearing of South 89 degrees 50 minutes 54 seconds East, along the south line of said South Half of the Northwest Quarter a distance of 783.57 feet; thence North 45 degrees 19 minutes 35 seconds East a distance of 529.45 feet; thence South 25 degrees 21 minutes 25 seconds East a distance of 52.98 feet; thence South 45 degrees 19 minutes 35 seconds West a distance of 60.00 feet to the point of beginning of the centerline to be described; thence North 44 degrees 40 minutes 25 seconds West a distance of 125.18 feet to the southeasterly line of Carmen Avenue, and said centerline there terminating.

EXHIBIT B
(Survey)

[ATTACHED HERETO]

**EXHIBIT C
(Rent Schedule)**

<u>Calendar Year</u>	<u>Annual Rent</u>	<u>Quarterly Rent</u>
2020	\$25,471.65	\$6,367.91
2021	\$26,745.23	\$6,686.31
2022	\$28,082.49	\$7,020.62
2023	\$29,486.62	\$7,371.66
2024	\$30,960.95	\$7,740.24
If Renewed:		
2025	\$32,508.99	\$8,127.25
2026	\$34,134.43	\$8,533.61
2027	\$35,841.15	\$8,960.29
2028	\$37,633.20	\$9,408.30
2029	\$39,514.86	\$9,878.72
If Renewed:		
2030	\$41,490.60	\$10,372.65
2031	\$43,565.13	\$10,891.28
2032	\$45,743.38	\$11,435.85
2033	\$48,030.54	\$12,007.64
2034	\$50,432.06	\$12,608.02
If Renewed:		
2035	\$52,953.66	\$13,238.42
2036	\$55,601.34	\$13,900.34
2037	\$58,381.40	\$14,595.35
2038	\$61,300.47	\$15,325.12
2039	\$64,365.49	\$16,091.37
If Renewed:		
2040	\$67,583.76	\$16,895.94
2041	\$70,962.94	\$17,740.74
2042	\$74,511.08	\$18,627.77
2043	\$78,236.63	\$19,559.16
2044	\$82,148.46	\$20,537.12

Listed Rent increases shall occur automatically without notice.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Proposal for Additional Professional Services for Feasibility Study for City Project No. 2016-19 – 65th Street between Trunk Highway 3 and Babcock Trail and Reschedule Meeting to Receive the Feasibility Study

Meeting Date: May 26, 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: Capital Improvement Revolving Fund (408)

PURPOSE/ACTION REQUESTED

Approve proposal for additional professional services for Feasibility Study for City Project No. 2016-19 – 65th Street between Trunk Highway 3 and Babcock Trail and reschedule meeting to receive the feasibility study.

SUMMARY

WSB has been working on the feasibility Study for the 65th Street Improvements between T.H. 3 and Babcock Trail. The feasibility study was brought to Council on March 9, 2020 and Council tabled the item until July 13, 2020. Staff is recommending that City Council extend the date for returning the feasibility study to the first regular meeting in October. This will allow the additional services to be completed.

WSB together with City staff have developed the scope of work to provide more detail and investigate new alternative alignments based upon information learned at the neighborhood meeting and public hearing held earlier this year. This new information will be incorporated into a final report.

We requested, and received, a proposal from WSB & Associates, Inc. for additional professional services for the feasibility study. They have submitted a proposal for these additional services in the amount of \$36,350.

I recommend that the City Council approve the proposal for additional services in the amount of \$36,350. Funding for the study would come from the Capital Improvement Revolving Fund (408). The fund would be reimbursed once the project advances.

TJK/kf

Attachment: Resolution

Proposal from WSB dated May 8, 2020

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

**CONSIDER RESOLUTION APPROVING PROPOSAL FOR ADDITIONAL PROFESSIONAL
SERVICES FOR FEASIBILITY STUDY FOR CITY PROJECT NO. 2016-19 – 65TH STREET
BETWEEN TRUNK HIGHWAY 3 AND BABCOCK TRAIL**

RESOLUTION NO. 2020-101

WHEREAS, On September 26, 2016 Council ordered a feasibility study for City Project 2016-19 – 65th Street Construction (between T.H. 3 and Babcock Trail); and

WHEREAS, on September 26, 2016 Council accepted a professional services proposal from WSB for City Project No. 2016-19; and

WHEREAS, on August 26, 2019 Council accepted a proposal for additional professional services proposal from WSB for City Project No. 2016-19; and

WHEREAS, on March 9, 2020 a feasibility report has been prepared by WSB for the Public Works Director with reference to City Project No. 2016-19 – 65th Street Construction (between T.H. 3 and Babcock Trail). Consideration of the feasibility report was tabled until July 13, 2020; and

WHEREAS, for WSB to complete the additional services, staff is recommending that City Council extend the date for returning the feasibility study to the first regular meeting in October; and

WHEREAS, WSB together with City staff have developed the scope of work to provide more detail and investigate new alternative alignments based upon information learned at the neighborhood meeting and public hearing held earlier this year. This new information will be incorporated into a final report.

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

1. Said proposal dated May 8, 2020 from WSB in the amount of \$36,350 is hereby approved by the City Council of the City of Inver Grove Heights.
2. The feasibility study will be brought to a Council meeting in October 2020 so WSB has time to complete the additional professional services.
3. Funding for this proposal will come from the Capital Improvement Revolving Fund (408)

Adopted by the City Council of Inver Grove Heights this 26th day of May 2020

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



May 8, 2020

Mr. Scott Thureen
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

**Re: Request for Authorization to
Provide additional Professional Services for Feasibility Study
65th Street Improvements
Between Trunk Highway 3 and Babcock Trail
City Project 2016-19**

Dear Mr. Thureen:

This letter is a scope of work for City requested additional services for the feasibility study of the 65th Street improvements between Trunk Highway 3 (Robert Trail South) and Babcock Trail (CSAH 73) in the northwest area of the City of Inver Grove Heights.

WSB has provided the following additional services directed by City staff for the intersection of 65th Street near Babcock Trail.

- | | |
|--|---------|
| • Preliminary wetland mitigation including walls as an alternative | \$3,500 |
| • Investigate property acquisition cost | \$3,800 |
| • Investigate Environmental impacts | \$2,500 |
| • Realignment of 65 th Street to accommodate private utility easement | \$8,600 |
| • Updates cost estimates for revised intersection | \$1,850 |

WSB together with City staff have developed the scope of work to provide more detail and investigate new alternative alignments based upon information learned at the neighborhood meeting and a public hearing held earlier this year. This new information will be incorporated into a final report document to be used by City staff as a guiding tool as developments are planned on nearby parcels. These additional services include the following:

- | | |
|--|---------|
| • Environmental Investigation | \$2,500 |
| • Investigate new alternative route (plan & profile) | \$7,500 |
| • Update drainage design | \$2,000 |
| • Update cost estimates including property acquisition | \$1,600 |
| • Update and prepare final report | \$2,500 |

This proposal represents our complete understanding of the work needed to complete the feasibility study as requested. The total cost for the described work above is **\$36,350**.

Page 2

We appreciate the opportunity to share this proposal with you and look forward to working with the City of Inver Grove Heights on this project. If you agree with the scope of services and proposed fee, please sign in the appropriate space below and return one copy to us.

Please contact me at (612)214-7053 or breifsteck@wsbeng.com if you have any questions regarding this proposal. Thank you.

Sincerely,

WSB & Associates, Inc.



Brad A. Reifsteck, PE
Sr. Project Manager

BR

ACCEPTED BY: CITY OF INVER GROVE HEIGHTS, MINNESOTA

The City of Inver Grove Heights hereby accepts the WSB & Associates, Inc. proposal to complete the Feasibility Study on an hourly basis not to exceed \$36,350 for the services outlined above.

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Conduct Public Hearing to Consider Approving Resolution Ordering City Project No. 2015-08 – 70th Street from the Eagan Border to T.H. 3 and City Project No. 2018-19 – Argenta Trail from Amana Trail to 70th Street (previously City Project No. 2016-04), Argenta Trail from 70th Street to 65th Street (previously City Project No. 2016-05), and 65th Street from New Argenta Trail to Existing Argenta Trail

Meeting Date: March 26, 2020
 Item Type: Public Hearing
 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: Local Road Improvement Program Grant, Municipal State Aid Funds, Federal Funds through the Regional Solicitation process, Dakota County Funding

PURPOSE/ACTION REQUESTED

Conduct public hearing to consider approving resolution ordering City Project No. 2015-08 – 70th Street from the Eagan Border to T.H. 3 and City Project No. 2018-19 – Argenta Trail from Amana Trail to 70th Street (previously City Project No. 2016-04), Argenta Trail from 70th Street to 65th Street (previously City Project No. 2016-05), and 65th Street from New Argenta Trail to Existing Argenta Trail.

SUMMARY

This project was initiated by the City Council as part of the City's Capital Improvement Program. The City approved a Joint Powers Agreement (JPA) with Dakota County and the City of Eagan for a feasibility study and preliminary design for the subject projects on August 28, 2017.

As the study proceeded, the cost estimate increased as the scope of the project was refined. Work was suspended due to funding concerns on the part of the City.

The City requested, and was granted, \$6,100,000 in Local Road Improvement Program funding for the project by the State Legislature in May 2018. That, coupled with a County cost-share policy revision that resulted in reduced cost to the City, addressed the City's funding concern. The City has access to a Municipal State Aid Fund advancement to cover the balance of its cost. The total estimated cost to the City is \$8,300,000.

On May 29, 2018, the City Council approved a joint powers agreement with Dakota County for advanced right-of-way acquisition for the reconstruction and expansion of 70th Street. That agreement included advance funding of the City's share of the cost and a reimbursement/repayment plan. Dakota County is also providing funding for the project.

The County was awarded \$7,000,000 in federal funds for the project through the Regional Solicitation process. As a result of that award, the City returned to the State Legislature in 2019 with a request to modify its project description to align with that in the County's Regional Solicitation request. That request was approved.

On October 14, 2019, the Council approved a JPA with Dakota County to finish the preliminary design and to complete final design. The initial scope of the project included the expansion of 70th Street from two lanes to four lanes from the Eagan border to T.H. 3 (the City of Eagan was part of that JPA for the purpose of expanding Lone Oak Road (70th Street) from T.H. 55/149 to the Inver Grove Heights border), a determination of how to address the intersection of 70th Street and Argenta Trail and design options for the realignment of Argenta Trail to 65th Street.

The project will improve safety and operations by bringing 70th Street up to current County design standards and improve the Argenta Trail intersection. It will also provide capacity for future traffic consistent with the County's long-range plan and the City's Comprehensive Plan. Stormwater management needs will be addressed while minimizing the impact on regional basins and wetlands. The arterial road system improvements will provide opportunity for more land to develop.

On May 19, 2020, the Inver Grove Heights Planning Commission reviewed and approved a motion that this project is consistent with the City's Comprehensive Plan.

Dakota County has been conducting a virtual open house as outlined in the attached public hearing notice. Residents are encouraged to provide written comments to Dakota County via the following link: <https://www.cr26andcr63improvements.com/>. The County will summarize all comments received by this open house to the City on Friday, May 22, 2020 for inclusion in the City's public hearing records. Additional comments received after May 22, 2020 will also be added to the City's record. Residents also have the opportunity to call into the public hearing or submit written comments in the City Hall drop box before the hearing on May 26, 2020. The City is currently reviewing the 60% plans for the project.

The improvement project as proposed is necessary, cost-effective and technically feasible. The project and the project easements should be implemented as proposed in this study.

The total estimated cost of the portion of the project located in Inver Grove Heights is \$28,856,345. The City's share (\$8,300,000) is proposed to be funded by the Local Road Improvement Program Grant (\$6,100,000) and Municipal State Aid funds (\$2,200,000).

I recommend passage of the resolution ordering City Project No. 2015-08 – 70th Street from the Eagan Border to T.H. 3 and City Project No. 2018-19 – Argenta Trail from Amana Trail to 70th Street (previously City Project No. 2016-04), Argenta Trail from 70th Street to 65th Street (previously City Project No. 2016-05), and 65th Street from New Argenta Trail to Existing Argenta Trail.

TJK/kf

Attachments: Resolution
Public Hearing Notice
Overview Map
Presentation

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

RESOLUTION ORDERING IMPROVEMENTS FOR THE 2020 PAVEMENT MANAGEMENT PROGRAM, CONDUCT PUBLIC HEARING TO CONSIDER APPROVING RESOLUTION ORDERING CITY PROJECT NO. 2015-08 – 70TH STREET FROM THE EAGAN BORDER TO T.H. 3 AND CITY PROJECT NO. 2018-19 – ARGENTA TRAIL FROM AMANA TRAIL TO 70TH STREET (PREVIOUSLY CITY PROJECT NO. 2016-04), ARGENTA TRAIL FROM 70TH STREET TO 65TH STREET (PREVIOUSLY CITY PROJECT NO. 2016-05), AND 65TH STREET FROM NEW ARGENTA TRAIL TO EXISTING ARGENTA TRAIL

RESOLUTION NO. 2020

WHEREAS, a resolution passed by the City Council on March 26, 2020 called for a public hearing on the proposed improvement project, 2019 Pavement Management Program, City Project No. 2015-08 – 70th Street from the Eagan Border to T.H. 3 and City Project No. 2018-19 – Argenta Trail from Amana Trail to 70th Street (previously City Project No. 2016-04), Argenta Trail from 70th Street to 65th Street (previously City Project No. 2016-05), and 65th Street from New Argenta Trail to Existing Argenta Trail; and

WHEREAS, the Dakota County Transportation Department has conducted a virtual open house for City Project Nos. 2015-08 and 2018-19 on May 14, 2020 allowing the County and City to receive written and verbal comments prior to the City's Public Hearing on May 26, 2020; and

WHEREAS, the City has conducted a public hearing on May 26, 2020 to receive comments as received by Dakota County, the City Engineer, and the City Clerk as summarized for the public hearing; and

WHEREAS, the City's Planning Commission reviewed the presentation on May 19, 2020 and passed a motion indicating the project is consistent with the City's Comprehensive Plan; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on May 26, 2020, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted May 26, 2020.
2. Project comments received at the Dakota County virtual open house, which follows protocols related to COVID-19 are hereby received and accepted by the Council.
3. County and City staff, City Attorney and consulting engineer are authorized to select an appraiser and administer the land acquisition process to obtain necessary easements and agreements for the project
4. Funding for the improvements shall come from a local road improvement program grant and municipal state aid fund.
5. The contract for these improvements shall be let no later than three years after the adoption of this resolution

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of May 2020

George Tourville, Mayor

ATTEST

Rebecca Kiernan, City Clerk

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

NOTICE OF PUBLIC IMPROVEMENT HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Inver Grove Heights will meet remotely at 7:00 p.m. on Tuesday, May 26, 2020 to hold a public hearing for the 2016 Improvement Program, City Project No. 2015-08 – 70th Street from the Eagan Border to T.H. 3 and City Project No. 2018-19 – Argenta Trail from Amana Trail to 70th Street (previously City Project No. 2016-04), Argenta Trail from 70th Street to 65th Street (previously City Project No. 2016-05), and 65th Street from New Argenta Trail to Existing Argenta Trail.

2016 IMPROVEMENT PROGRAM

CITY PROJECT NO. 2015-08 – 70TH STREET FROM THE EAGAN BORDER TO T.H. 3 AND CITY PROJECT NO. 2018-19 – ARGENTA TRAIL FROM AMANA TRAIL TO 70TH STREET (PREVIOUSLY CITY PROJECT NO. 2016-04), ARGENTA TRAIL FROM 70TH STREET TO 65TH STREET (PREVIOUSLY CITY PROJECT NO. 2016-05), AND 65TH STREET FROM NEW ARGENTA TRAIL TO EXISTING ARGENTA TRAIL

Nature of Work

Grading, aggregate base, bituminous paving, concrete curb and gutter, turn lanes, roundabout, storm sewer ponds and drainage improvements, streetlights, bituminous trail, concrete sidewalks, pedestrian tunnel, noise walls, miscellaneous utility work, restoration and appurtenances.

Affected Area

70th Street (County Road 26) from the Eagan border to T.H. 3 (Robert Street). Argenta Trail from 65th Street to 72nd Street and 65th Street from existing Argenta Trail alignment to the new Argenta Trail alignment adjacent to Blackstone Ridge.

Estimated Cost of Improvements

The total estimated cost of the above listed project is estimated at \$28,856,345. The City of Inver Grove Heights' share is \$8,340,800.

Proposed Project Funding

The proposed project amount for the City of Inver Grove Heights is to be funded by the Local Road Improvement Program Grant (\$6,100,000) and Municipal State Aid funds (\$2,240,800).

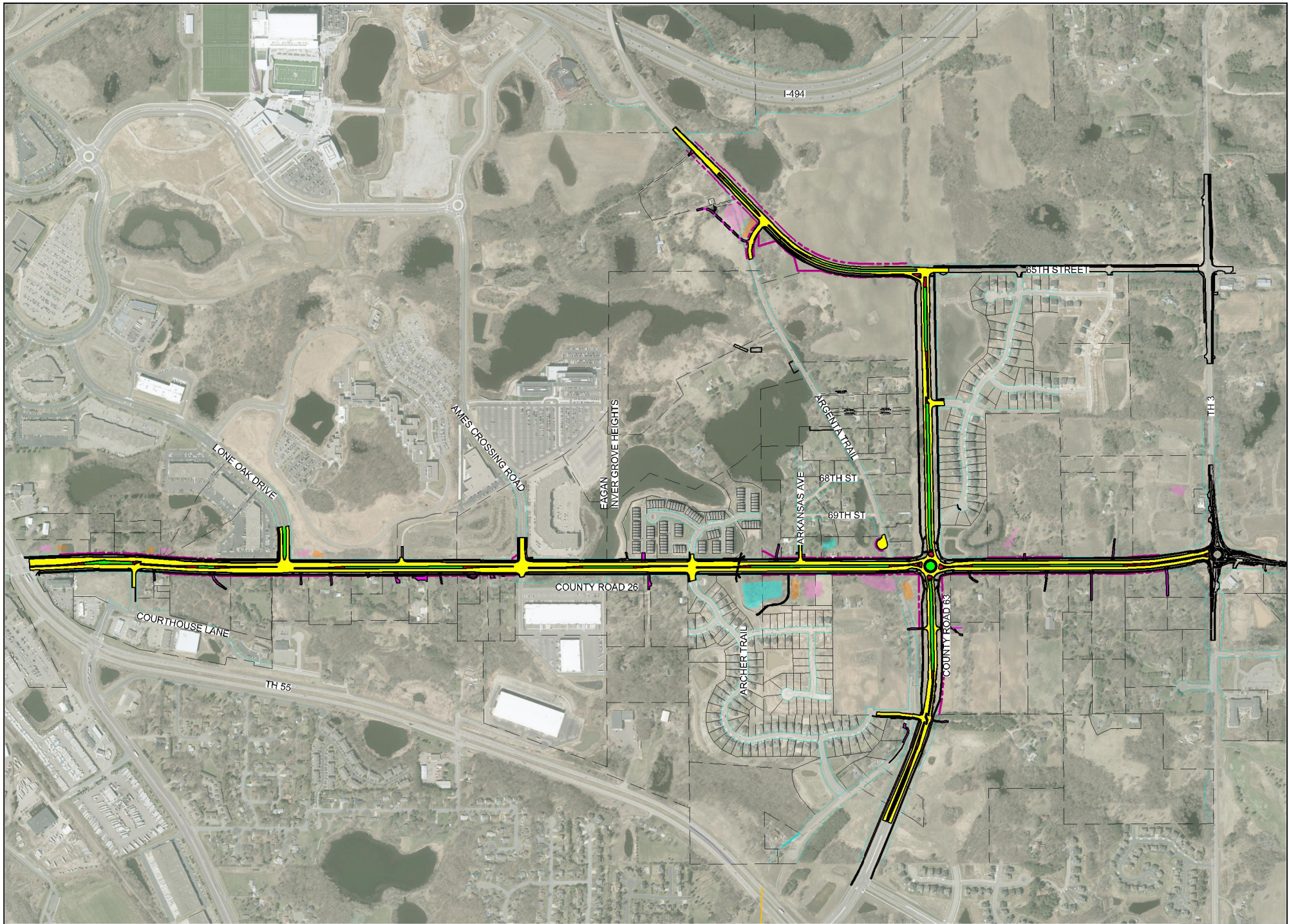
Persons desiring to review and inspect the preliminary layout plans may visit the project website at <https://www.cr26andcr63improvements.com/>. A virtual open house will also be held for the project and will be available for viewing beginning on May 14th. A separate notice will be sent by Dakota County the week of May 11th directing interested parties to the open house which will provide the opportunity to leave comments on the proposed project improvements. Questions may be directed to Thomas J. Kaldunski, City Engineer at 651-450-2572 or tkaldunski@invergroveheights.org.

Persons interested in participating in the Public Hearing on May 26, 2020, please contact Rebecca Kiernan prior to this meeting via telephone at 651-450-2513 or by email at cityclerk@invergroveheights.org to inform her of your name, address and that you wish to participate in the Public Hearing on May 26th. Individuals may submit written comments in advance of the meeting by emailing comments to Rebecca Kiernan (cityclerk@invergroveheights.org) or by placing your comments in the City Hall Drop Box outside of City Hall (with a red flag). Comments received prior to 4:00 p.m. on Tuesday, May 26, 2020, will be provided at or before the May 26, 2020 Public Hearing.

Persons will be able to provide comments to the Council at the Public Hearing by calling **651-450-2471** starting at 7:00 p.m., May 26, 2020 and at any time during the public hearing. Upon calling in to participate in the public hearing, please follow the instructions provided at that time in order to make a comment during the public hearing.

Rebecca Kiernan, City Clerk

Publish: Sunday, May 10, 2020



County Road 26 and County Road 63 Improvement Project

City Project Nos. 2015-18 and 2018-19
Inver Grove Heights Public Hearing

Prepared For:

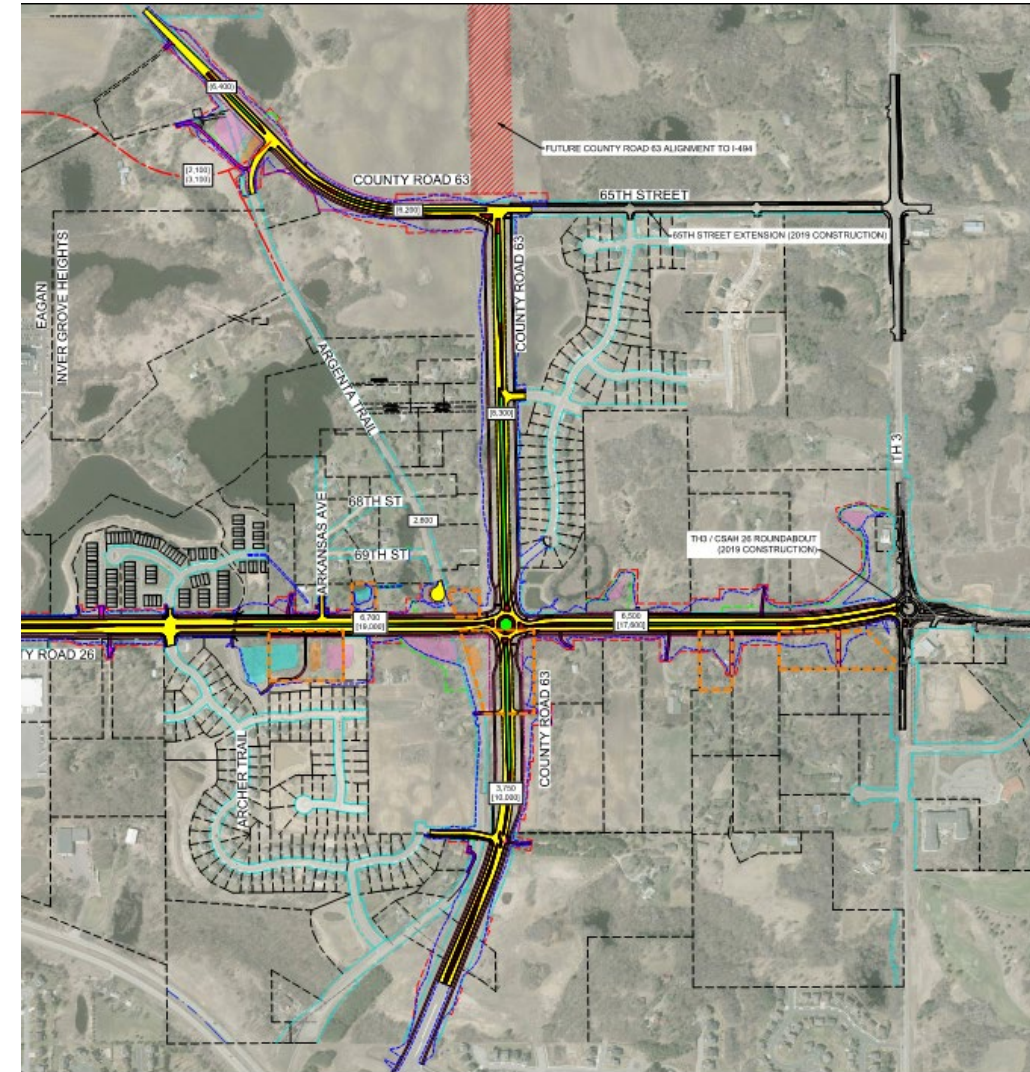


Prepared By:

Kimley»Horn

Project Overview and Scope of Improvements

- 70th Street (County Road 26)
 - TH 55 to TH 3
 - 4-lane expansion on the existing alignment
 - Urban (curb and gutter) typical section
- Argenta Trail (County Road 63)
 - Amana Trail to existing Argenta Trail
 - 2-lane rural, divided typical section on the new alignment
- Roundabout at the intersection of CR 26/63
- Stormwater Management Improvements
 - Meeting Northwest Area standards
- City Utility Improvements
 - Minor improvements to facilitate maintenance and future roadway crossings



County Road 26 and County Road 63 IMPROVEMENT PROJECT ➡

Project Purpose and Need

- Address safety issues along the corridor
 - Site lines, steep slopes, lack of median, shoulders and turn lanes
 - No pedestrian or bicycle facilities
- Improve mobility and operations
 - Improve capacity of roadway via expansion
 - Access management at minor intersections and driveways
 - Intersection operation and safety along the corridor
- Accommodate local residential and commercial development
 - Future traffic volumes will magnify safety deficiencies without improvements
 - Allow coordination with development as it occurs

Right-of-way Acquisition Summary

- City of Inver Grove Heights Property Impacts
 - 6 total property acquisitions
 - 3 dwelling impact properties
 - Permanent easement/right-of-way from 20 properties
 - Temporary easement from 27 properties
- Right-of-Way Acquisition Schedule
 - Present Offers – July-August 2020
 - File Petition – December 2020
 - Title and Possession – May 2021
 - Start Construction – August 2021

Estimated Costs

Total Project Cost

Construction	\$27,041,000
Right of Way	\$10,800,000
Private Utilities	\$1,850,000
Consulting Services (Design)	\$2,100,000
Consulting Services (Construction)	TBD
Total	\$41,791,000

City of Inver Grove Heights Participation

Construction	\$4,626,950
Right of Way	\$2,370,000
Private Utilities	\$522,500
Consulting Services (Design)	\$395,200
Consulting Services (Construction)	TBD
Total	\$7,914,650

Project Funding Summary

- \$7M federal funds (for CR 26 improvements in Eagan and IGH)
 - Only construction costs eligible
- \$6.1M LRIP funding (IGH)
 - Eligible for construction and right-of-way acquisition costs (construction costs preferred)
- \$2.2M State Aid funds
 - Current amount advance funded by City
 - Eligible for construction, right-of-way and engineering costs
- Combination of LRIP, Federal and State Aid funding to cover IGH project cost share

Schedule/Next Steps

Planning Commission Approval
Project consistent with comprehensive plan

May 19, 2020

Public Improvement Hearing
Consideration to Order Project

May 26, 2020

Final Design Plans

June 2020 – February 2021

ROW Acquisition Complete

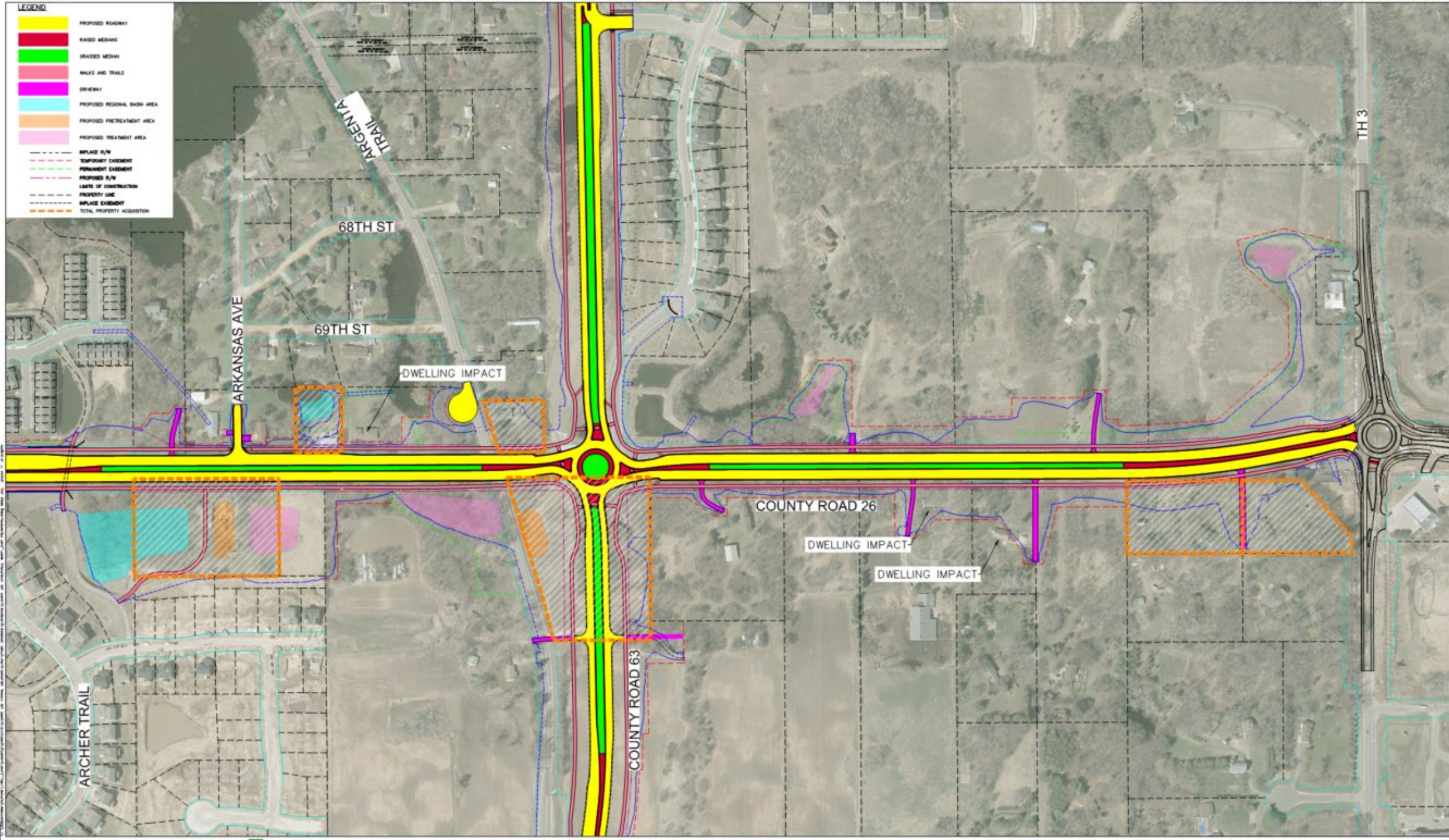
May 2021

Bidding

June 2021

Construction

August 2021 – Fall 2023



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Resolution Adopting the Final Assessment Roll for the 2020 Pavement Management Program, City Project No. 2019-09F - Carter Path and Carter Court Mill and Overlay

Meeting Date: May 26, 2020
 Item Type: Assessment Hearing
 Contact: Thomas J. Kaldunski, 651-315-6336
 Prepared by: Jacob Moser, Civil 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: Special Assessments, Pavement Management Fund, Franchise Fee Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Public Hearing to consider resolution adopting the final assessment roll for the 2020 Pavement Management Program, City Project No. 2019-09F - Carter Path and Carter Court Mill and Overlay.

SUMMARY

The project includes mill and overlay, spot curb replacement, utility adjustments and chimney improvements, pedestrian ramp improvements, and appurtenances. The streets to be improved are as follows: Carter Path from Cahill Avenue to Concord Boulevard, and Carter Court from Carter Path to its terminus.

The project was ordered as a mill and overlay by the City Council on December 9, 2019, as part of the City's 2020 Pavement Management Program (PMP). Bids were opened on April 14, 2019 and the contract award is scheduled to be considered after the assessment hearing. The project is scheduled for summer 2020 construction. A benefit analysis report was prepared by the appraiser (Metzen Appraisals).

Based on the low bid, the estimated total project cost for City Project No. 2019-09F is \$258,926 and proposed final assessments are \$137,460. The total assessment amount is approximately 69 percent of the street and storm costs. This correlates to a proposed assessment of \$3,831 per single-family residential property. The per-policy assessment amount based on the bids is \$4,631. The appraiser's suggested special benefit cap is \$4,000. The \$3,831 figure was provided to the property owners in the preliminary assessment roll that was part of the original feasibility report. Staff recommends the lower amount of \$3,831 per single family parcel for the final assessment roll. Staff prepared the final assessment roll, based on the lowest responsible bidder, plus estimated indirect costs and contingencies. The assessment rate is proposed at 3.15 percent for a five-year term. The resolution is drafted to begin accruing interest starting on January 1, 2021.

The estimated total project cost of \$258,926 is higher than the Feasibility report estimate of \$196,560 due to an increase in some final bid item quantities, additional utility improvements and some calculation errors in the Feasibility Estimate. In addition, rain gardens have been removed from the project due to the poor underlying soils and high bid costs making them not feasible for water quality benefits.

A remote informational meeting was held for affected property owners on May 19, 2020. No residents or property owners attended.

Residents will be mailed a letter and bulletin with project information and engineering staff contacts for construction concerns. Property owners will be informed that obstructions in the right-of-way are their responsibility (irrigation, invisible fence, landscaping, private lighting and retaining walls). Staff will provide weekly updates by text or email for residents that sign up on the City's listserv communication services.

I recommend approval of the resolution adopting the final assessment roll for the 2020 Pavement Management Program, City Project No. 2019-09F - Carter Path and Carter Court Mill and Overlay.

JDM/jm

Attachments: Resolution
 Assessment Map
 Final Assessment Roll

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

**RESOLUTION ADOPTING FINAL ASSESSMENT ROLL FOR THE 2020 PAVEMENT MANAGEMENT
PROGRAM, CITY PROJECT NO. 2019-09F – CARTER PATH AND CARTER COURT MILL AND OVERLAY**

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements on City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay. The streets to be improved include Carter Path from Cahill Avenue to Concord Boulevard, and Carter Court from Carter Path to its terminus.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment levied against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of five (5) years beginning in 2021 and shall bear interest at the rate of 3.15 percent per annum beginning on January 1, 2021.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year (or such later date determined by the Council). No interest accrual will occur in 2020.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of May 2020

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Legend

- Single-family Property
- City Property



5/19/20

City Project No. 2019-09F
Mill and Overlay (Carter Path and Carter Court)
Final Assessment Map

THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

CITY PROJECT NO. 2019-09F - CARTER PATH AND CARTER CT. MILL AND OVERLAY
FINAL ASSESSMENT ROLL
ASSESSMENT TERM: 5 YEARS; INTREST RATE 3.15% BEGINS ACCRUAL IN 2021

PID NO.	MAP NO.	PROPERTY TYPE	NAME	OWNER ADDRESS	PER POLICY ASSESSMENT	BENEFIT CAP	PRELIMINARY ASSESSMENT	PROPOSED ASSESSMENT
201180001010	1	SFR	STEVEN & GINA ROMSLO	8990 CARTER PATH	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180001020	2	SFR	EDWARD & CAROLINE SNODGRASS	8994 CARTER PATH	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180001030	3	SFR	DANIEL & OXANA E SCHROEDER	8998 CARTER PATH	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180001040	4	SFR	JOHN & KELLY PELTIER	9002 CARTER PATH	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180001050	5	SFR	DAVID GRAHAM & LINA URDINOLA	9006 CARTER PATH	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180001060	6	SFR	DANIEL & TRACY ANN BISHOP	9010 CARTER PATH	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180001070	7	SFR	SAMSON & NANCY WREH	9014 CARTER PATH	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180001080	8	SFR	MICHAEL & GENEVIEVE SHYPULSKI	9018 CARTER PATH	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180001090	9	SFR	JESSICA WILLIAMS	9022 CARTER PATH	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180001100	10	SFR	STEVEN NELSON	9026 CARTER PATH	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180001110	11	SFR	LAURA OKAGAKI-VRASPIR & JOANNE OKAGAKI	9030 CARTER PATH	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180001120	12	SFR	CHRISTOPHER & TANYA SCHIPP	9034 CARTER PATH	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002010	13	SFR	WILLIAM C & LINDA CHAPLIN	8907 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002020	14	SFR	MICHAEL & ANDREA ARENDS	8911 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002030	15	SFR	TIMOTHY & DAWN ERDMAN	8915 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002040	16	SFR	TOUA & PAHOUA YANG	8919 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002050	17	SFR	BRIAN & NANCY ROSTER	8923 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002060	18	SFR	SUZANNE HANNEMAN	8927 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002070	19	SFR	GUSTAVO & ALICIA CULBEAUX	8931 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002080	20	SFR	MICHAEL MAYS	8935 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002090	21	SFR	STEVEN C & KRISTEN C TSTES BENNETT	8939 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002100	22	SFR	SCOTT & LISA WOOD	8943 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002110	23	SFR	SERGE NAZAIRE NGOUAMBE	8947 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002120	24	SFR	GARY & KATHRYN THOMPSON	8946 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002130	25	SFR	PETER MASICH	8942 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180002140	26	SFR	MARC & STACEY L JEFFERS	8926 CARTER CT	\$4,631.98	\$4,000.00	\$3,831.16	\$3,831.16
201180000010	27	CITY	CITY OF INVER GROVE HEIGHTS	8150 BARBARA AVENUE	\$37,850.26	\$211,566.41	\$31,306.36	\$37,850.26
					\$158,281.74		\$130,916.52	\$137,460.42

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 26, 2020
Item Type: Regular Agenda
Contact:
Prepared by: City Administrator
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

Council is asked to provide direction on the proposed changes to the city's Discipline Policy of the Personnel Policy, 1-6A-22.

SUMMARY

As a part of my performance review for 2019, Council directed that the current Discipline Policy be reviewed and presented for possibly changes.

I proposed changes and provided earlier copies to the City Council, Department Heads, the HR Manager, and the City Attorney for their review and feedback. What appears before you for your consideration is the result of all those parties giving their feedback and inclusion of the suggested changes.

I recommend Council provide direction on whether to proceed with the Ordinance modification process (three readings) and adoption of the changes to the Discipline Policy of the City Code, 1-6A-22.

We could have the first reading of this change at your June 8th City Council meeting. You could accept the changes in one reading, two readings or provide for all three readings and complete this by your July 13th meeting.

1-6A-22: DISCIPLINE:

- A. Administration: City employees shall be subject to disciplinary action for cause. The City reserves the right to administer disciplinary action in any manner it deems appropriate. The City may take a progressive approach to the discipline of an employee. This discipline will be based upon a determination of the severity of the act(s) or action(s) involved.
- B. Authority: A department head or the City Administrator may exercise the option to rescind the following employee personnel actions initiated by a supervisor: transfer, suspension, reward, grievance adjustment, and any disciplinary action including discharge, promotion, or appointment.
- C. Verbal Reprimand: A “verbal reprimand” is a discussion with an employee about a relatively minor offense. Verbal reprimands shall be documented including the date and content of the discussion and the parties present. A written report documenting the discussion shall be maintained in the employee’s personnel file.
- D. Written Reprimand: A “written reprimand” is a formal written statement to an employee which describes the offense, and may refer to previous verbal reprimands, states the deficiency or misconduct, describes the past actions taken by the supervisor to correct the problem, states the desired goals or outcomes of this action and outlines subsequent disciplinary action should the problem continue. In the case of a written reprimand, the employee shall be required to acknowledge notice of said reprimand by signing the reprimand. By signing, the employee is not necessarily agreeing with the charges(s) but is acknowledging that notice of such reprimand was issued to and received by the employee. The signed reprimand shall be placed in the employee’s personnel file permanently. A reprimand may be administered by the employee’s immediate supervisor or any supervisor above the immediate supervisor.
- E. Suspension Without Pay: The action of “suspension without pay” is an involuntary, temporary absence from duty. Prior to the suspension, or as soon after the action as is possible, the employee shall receive a written notice of suspension, indicating the reasons for the suspension, length of suspension and an outline of further disciplinary actions should the problem(s) continue. A department head or supervisor, who has been the employee’s supervisor for at least the 30 days prior to the action with approval from the department head, may suspend an employee without pay whenever the cause for discipline is not sufficiently grave enough for discharge. In the event a supervisor suspends an employee, the department head shall be notified in writing and approve of this action and the reasons therefor. Such suspension shall not exceed thirty (30) working days within one calendar year. All material relating to a suspension action shall remain in the employee’s personnel file permanently. The employee will acknowledge receipt of the notice and reasons for a suspension by their signature. This does not mean that the employee agrees with the reasons for the suspension or the action taken.

If suspended, the following applies if the suspension exceeds thirty (30) days:

- 1. The employee will not accrue salary, vacation or personal leave, nor is the employee entitled to use such time while on suspension.
 - 2. If the duration of suspension exceeds 30 days and the employee is not being provided with benefits during that time period, the employee must make direct payments to the City to maintain their health insurance.
- F. Forced Transfer: A forced transfer occurs when an employee is transferred from a position in a department to a position of equal level in a different department to eliminate a specific conflict within a department. This action requires the recommendation of the department head

1-6A-22: DISCIPLINE:

and approval of the City Administrator. A written notice of a forced transfer shall be permanently included in the employee's personnel file.

- G. Demotion: A demotion may occur when an employee fails to meet the standards for performance expected at a higher classification. The employee's performance is such that dismissal is unwarranted, yet other forms of disciplinary action, i.e., reprimand, forced transfer, or suspension without pay will not solve the problem, a demotion must be recommended by the City Administrator and be confirmed by the City Council. A written notice of demotion shall be permanently included in the employee's personnel file. (Ord. 888, 3-11-1997)
- H. Dismissal: This is the act of the complete separation of the employee from employment with the city.
 - 1. General Provisions: Any officer or employee subject to the provisions of the Personnel Policy may be dismissed from the municipal service. Dismissed employees need not be kept in employment or be paid for any time after the completion of the normal working day they are dismissed, unless the employee claims veterans' rights. (Ord. 1125, 12-12-2005)
 - 2. Dismissal of Veteran: Veterans shall be treated as defined in Minnesota Statutes Section 197.46, VETERANS PREFERENCE ACT; REMOVAL FORBIDDEN; RIGHT OF MANDAMUS.
 - 3. Dismissal of Employee while in the Orientation Period: An employee in the orientation period may be dismissed without cause. The City Administrator, upon the recommendation of the department head, may concur with or overturn the recommendation of the department head to dismiss an employee. In the event the City Administrator recommends dismissal, the City Council then may reverse or ratify the dismissal recommendation. An orientation employee shall not receive a hearing before the City Council. Employees in the orientation period do not have any grievance rights, except under the Veterans Preference Act. (Ord. 888, 3-11-1997)
 - 4. Procedure:
 - a) When a department determines such action is necessary, appropriate, and in the best interest of the City, the department head shall recommend to the City Administrator that an employee be dismissed. The recommendation shall contain the reasons why it is necessary to take the recommended action rather than alternative personnel action(s).
 - b) The City Administrator will review the recommendation from the department head. If the City Administrator concurs with the dismissal recommendation, the employee shall be notified of the recommended dismissal. The notification shall be in writing and contain the reasons and the effective date.
 - c) The City Administrator shall prepare a summary of the recommended dismissal for the City Council's consideration. The employee shall be informed of the right to be present for a hearing before the City Council. This does not apply to any employee while still in the orientation period. The City Council may reverse or ratify the dismissal recommendation or may impose another form of discipline. (Ord. 1125, 12-12-2005)
- I. Cause: Adequate cause for disciplinary action that may result in dismissal may include, but is not limited to, the following kinds of conduct or anything of a similar type:
 - 1. Conduct or performance on the job which fails to adequately satisfy the duties and responsibilities of the position or classification held by the employee.

1-6A-22: DISCIPLINE:

2. Conduct or performance on the job which fails to produce the quality or quantity of work the position or classification requires.
3. Conduct or performance on the job which is insubordinate, such as a refusal to follow appropriate written or oral procedures, instructions or directions from a supervisor.
4. Being under the influence of alcohol, nonprescription narcotic drugs, other than those prescribed by a physician, or any controlled substance while on the job.
5. Conduct or performance on the job which causes poor morale, disloyalty towards the employer, or disregard by the employees for their assigned duties and responsibilities.
6. Habitual or excessive tardiness or absenteeism in reporting for scheduled working hours.
7. Absence from a scheduled work assignment during working hours without permission from an authorized supervisory employee or department head.
8. The willful or substantial violation of any department or City rule or policy which has been adopted in written form and is known to employees.
9. Engaging in illegal conduct during work hours, misappropriation, or conversion of City property.
10. Any harassment of any City employee based on their protected class status.
11. A mental or physical defect that prevents an employee from performing the job, or attending work regularly, or when such medical conditions preclude an employee from returning to work within a reasonable period of time, or places the employee or coworkers in danger, or where reasonable accommodation for the disability is not possible.
12. The use of offensive conduct or language towards the public, municipal officers or employees.
13. Carelessness, negligence or inappropriate use in the handling or control of municipal property or equipment.
14. Engaging in an activity or enterprise that may constitute a conflict of interest, i.e., use of City time, facilities, equipment, supplies, or influence of City employment for private gain.
15. Inducing or attempting to induce an officer or employee of the City to commit an unlawful act or to act in violation of any lawful and reasonable official regulation or rule.
16. Taking any fee, gift or other valuable thing in the course of work, or in connection with it, from any person for personal use, when such a fee, gift or thing is given in the hope of expectation of receiving a favor or better treatment than accorded other persons.
17. Proven dishonesty in the performance of the employee's duties.
18. Conviction of a felony. In the event an employee is charged with a felony, the employee shall be suspended pending a valid disposition of the charge. If an employee is charged with the commission of a misdemeanor, the employee may be suspended pending a valid disposition of the charge. The determination of the salary and benefit status of an employee during the suspension shall be based upon the circumstances resulting in the charge and shall be in accordance with applicable veterans' preference statutes, labor

1-6A-22: DISCIPLINE:

agreements and these rules. If final resolution of the charge does not result in a valid conviction, the department head shall determine whether the conduct of the employee involved moral turpitude or otherwise causes doubt on the ability of the employee to perform the job.

19. Violation of the provisions of this Code, local, state or federal laws as they relate to the position of public employment held, or other performance or behavior/conduct the City deems inappropriate for employees of the City.
- J. Limitations: Any employee under the auspices of a collective bargaining agreement who grieves a disciplinary action through the provisions of a bargaining agreement may not access the grievance policies of the personnel policy. (Ord. 888, 3-11-1997)
- K. Documentation of Disciplinary Actions; Employee Signature Required: Written reprimands, notice of suspension, demotion, forced transfers and notices of dismissal that are to become part of the employee's personnel file shall be read and acknowledged by the signature of the employee. Employees will receive a copy of such reprimands and/or notices. (Ord. 1125, 12-12-2005)
- L. Notification: The Human Resources Manager, their designee or any future replacement position in charge of human resources for the city will be notified by the Supervisor, Department Head or the City Administrator whenever any discipline will be given to an employee so that they are aware of such action and can be prepared for any subsequent action from the employee or their respective union, if a union positions (i.e. appeal, grievance, legal challenge, etc.)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

2020 Budget – COVID Update

Meeting Date: May 26, 2020
 Item Type: Regular Agenda
 Contact: Amy Hove 651-450-2521
 Prepared by: Amy Hove, Finance Director
 Reviewed by: Joe Lynch, City Administrator
 Department Heads

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

2020 Budget – COVID Update

SUMMARY

Over the past several weeks, Department Managers have been discussing potential impacts to the 2020 budget. Some of the largest areas of concern surround property taxes and recreational activities (Community Center and Recreation). Using very rough numbers, we have identified potential citywide shortfalls in the range of \$1.5 to \$2 million.

Property Taxes

Dakota County approved a property tax penalty abatement program which waives penalties through July 15th for some of our residents. This extension may impact the City's normal cash flows but only for a few weeks. The bigger question is how many residents will not pay their property taxes at all this year. We have been running scenarios that projected 3% or 5% reductions to the City's tax revenues for the year (range of \$650,000 to \$1.1 million). We should have better information after we receive our final first half installment from the County at the end of July and we will continue to monitor this situation.

General Fund

Most of our time has been focused on the General Fund's 2020 budget due to its high dependency on property tax revenues. We set out with a goal to identify \$850,000 - \$1.3 million in potential cuts and we have divided these recommendations into three potential phases. This phased approach was taken due the lack of information needed to put a more comprehensive plan in place.

Phase 1 – areas within 2020 General Fund operating budgets where we have already recognized savings or departments have committed existing budgets to cover any potential shortfalls.

Personnel	\$ 150,235	Hiring delays, 1 layoff (PT), not filling a street position
Budget Carryovers	87,130	Targeted 20% reduction to approved carryovers
Travel/Training	79,660	Eliminate upcoming trainings that are not required
Other Dept Savings	<u>116,384</u>	Other areas within department budgets
Subtotal	\$ 433,409	

Phase 2 – Additional areas the council could consider

Dept Allocations	\$	263,630	Reduce Central Equipment Allocation by 10%
Transfer to Parks		250,000	Eliminate 2020 transfer to Park Development Fund
Transfer to PMP		<u>250,000</u>	Cut in half the 2020 transfer to PMP
Total	\$	763,630	

Phase 3 – Review available fund balances within other City funds

Recreational Activities

Another area of concern continues to surround our recreational activities, especially as it pertains to the Community Center. The 2020 Host Community Fund operating transfer to the Community Center was budgeted at \$477,100 but the fund may need an additional \$425,000 to cover lost revenue in 2020. The Community Center has laid off all part-time seasonal staff and will be providing council with other initiatives designed to reduce personnel costs in 2020. We are managing our other expenses as tight as possible to help reduce overall expenditures.

Inver Wood Golf Course is currently performing slightly better than it did last year at the same time as we are experiencing tee time utilization that is above 90%. We expect tee time utilization to drop a bit as people return to work, but we are encouraged by our operations to date. We expect to be able to expand on our beverage operation beginning June 1 which should help with revenue generation.

Financial Assistance/Aid

We continue to look for financial assistance from the state and federal government. Internally, we have procedures in place to track COVID-19 related costs so we are prepared should the opportunity arise. There are bills in both the House and Senate that would require the state to provide cities and counties with a portion of the federal aid they receive from the CARES Act (on a per capita basis). Unfortunately, this aid is not designed to cover lost revenue but it would help offset some of the additional costs we have incurred during this time (unemployment, telecommuting and set/up, additional PPE and supplies, communications, etc.).

The Future

About now, we would be starting up conversations about the 2021 budget. Given the current economic climate, we thought it best to tackle possible 2020 budget reductions and then frame our 2021 budget discussion around how we move forward. We will bring a formal budget amendment forward once we know how many phases are necessary and to what degree.

Please provide us with any guidance on these proposed cuts and phased approach to managing our budget.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVAL OF RESOLUTION APPROVING TEMPORARY EXPANSION OF CERTAIN BUSINESS PREMISES AND THE TEMPORARY WAIVER OF CITY CODE AND ZONING ORDINANCE REQUIREMENTS TO PROMOTE PHYSICAL AND SOCIAL DISTANCING DURING THE COVID-19 HEALTH PANDEMIC

Meeting Date: May 26, 2020

Item Type: Administration

Contact: City Clerk Rebecca Kiernan

Fiscal/FTE Impact:

☒	None
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

The City Council is asked to consider approval of a resolution allowing the temporary expansion of certain business premises, including restaurants, to allow for continued businesses operations in compliance with the executive orders and reopening guidance issued by Governor Walz.

SUMMARY

Following the initial declaration of a Peacetime Emergency due to the COVID-19 Health Pandemic on March 13, Governor Walz issued a series of executive orders which imposed limits on the operations of businesses and restaurants. On May 20, 2020, Governor Walz announced that as of June 1, 2020, restaurants could reopen for dine-in business, but only in outdoor dining areas, and urged cities to be flexible and creative in assisting restaurants in complying the outdoor-dining only reopening requirement. Likewise, other businesses have been permitted to partially reopen, but many are still precluded from reopening at full capacity. In order to assist businesses to survive during this difficult time, and to allow existing restaurants that may have very limited or no existing outdoor seating capacity to reopen in compliance with the existing executive orders and reopening guidance, the attached resolution:

- Permits the expansion of existing business premises, including outdoor seating and customer service areas, into outdoor spaces pursuant to an application and approval process coordinated by the Community Development Director.
- Allows for the expansion of outdoor dining areas where alcoholic beverages may be served in compact and contiguous spaces adjacent to existing licensed premises.
- Temporarily suspends all city zoning ordinance and other code requirements which would prohibit such expansions until such time as the City takes further action to modify or rescind the attached resolution or ends its declaration of local emergency.

ATTACHMENTS

1. Resolution Approving Temporary Expansion of Certain Business Premises and the Temporary Waiver of City Code and Zoning Ordinance Requirements to Promote Physical and Social Distancing During the COVID-19 Health Pandemic

RESOLUTION NO. 20-_____

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

**RESOLUTION APPROVING TEMPORARY EXPANSION OF CERTAIN BUSINESS PREMISES AND
THE TEMPORARY WAIVER OF CITY CODE AND ZONING ORDINANCE REQUIREMENTS TO
PROMOTE PHYSICAL AND SOCIAL DISTANCING DURING THE COVID-19 HEALTH PANDEMIC**

WHEREAS, on March 13, 2020, Governor Tim Walz declared a Peacetime Emergency due to the COVID-19 pandemic, and on March 17, 2020, the City of Inver Grove Heights likewise declared a local emergency, which remains in effect at this time; and

WHEREAS, after previously closing all restaurants to dine-in service, Governor Walz recently authorized the limited reopening of businesses and restaurants, and has further established a variety of restrictions on the operations and customer capacity of businesses and restaurants as the State of Minnesota transitions into Phase II of "Stay Safe MN" beginning on June 1, 2020; and

WHEREAS, subsequent guidance provided on May 20, 2020 specifically limits the operation of restaurants to outdoor operation only, with a maximum capacity of fifty customers; and

WHEREAS, at his press conference on May 20, 2020, Governor Walz specifically called on cities to work with restaurants as they seek to reopen for outdoor seating only; and

WHEREAS, pursuant to Resolution 2020-51, as further extended, the City Council has authorized that to the extent that state laws and city policies and procedures impede an efficient response or compliance with federal and state directives and recommendations, the City Administrator, Emergency Management Director, and their designees are hereby authorized to suspend compliance with those law, policies, and procedures as authorized by Emergency Executive Order 20-01 and Minnesota Statutes, Sections 12.32 and 12.37, and to take those actions necessary to protect the public health, safety, and welfare; and

WHEREAS, compliance by businesses and restaurants with the requirements established by the Governor's various executive orders and Minnesota's Stay Safe Plan and industry-specific guidance for safe reopening is necessary to protect the public health, safety, and welfare, and the City Council seeks to work with businesses as necessary to temporarily suspend compliance with certain City Code and Zoning Ordinance requirements which would impede or inhibit the temporary expansion of businesses and restaurants into certain outdoor spaces within the City; and

WHEREAS, in order to accommodate the needs of retail establishments and restaurants to operate in compliance with the requirements of existing executive orders and the guidance for Phase II of Minnesota's Stay Safe Plan, the City Council hereby authorizes the temporary suspension of those City Code and Zoning Ordinance requirements and prohibitions which would inhibit or prevent the temporary expansion of businesses and restaurants into certain outdoor spaces, and authorizes City Staff to take the actions necessary to effectuate the intent of this resolution, including the specific delegation of authority to City Staff to review and approve applications for temporary outdoor expansion of businesses and restaurants, notwithstanding any existing City Code or Zoning Ordinance provisions to the contrary, provided that certain conditions are met.

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

1. The City Council hereby authorizes the temporary suspension of those City Code and Zoning Ordinance requirements and prohibitions related to the temporary expansion of businesses and restaurants located in commercial and industrial zone into outdoor areas for the purposes of establishing drive-up or drive-through areas, customer ordering, waiting or pick-up areas, or customer seating or service areas to facilitate safe commercial activity conducted consistent with federal and state orders or guidelines.
2. Notwithstanding any provisions to the contrary in the City Code or Zoning Ordinance, a business located in a commercial or industrial zone may establish drive-up or drive-through areas, customer ordering, waiting or pick-up areas, or customer seating or service areas on its property to facilitate safe commercial activity conducted consistent with federal and state orders or health and safety guidelines, in accordance with the following:
 - a. The Community Development Director shall have the authority to establish rules, requirements, performance standards, and procedures to implement the terms of this Resolution and all proposed outdoor expansions must comply with all such rules, requirements, and procedures.
 - b. No zoning, conditional use, or other City permit or Council approval which would otherwise be required under the City Code or Zoning Ordinance shall be required for any temporary structure or operation related to customer service, waiting or dining seating areas, on-site signage and storage, or other temporary outdoor use proposed to occur outside of the business establishment provided the Community Development Department's rules, requirements, performance standards, and procedures are met. Fire codes and building codes must be complied with,
 - c. Businesses must complete and submit an application for the proposed outdoor expansion and provide all information requested on the application, including but not limited to a traffic management plan, site plan, and written permission of the property owner of the proposed temporary expansion area for the proposed temporary expansion.
 - d. The Community Development Director shall have the authority to review and approve or deny any proposed temporary structure or operation related to customer service, waiting or dining seating areas, or on-site signage and storage, or other temporary outdoor use that is proposed to occur outside of the business establishment in accordance with its established rules, requirements, performance standards, and procedures.
 - e. The authority granted to the Community Development Director hereunder shall not otherwise allow expansion, use or operation that is not in compliance with any federal laws or regulations (e.g. ADA regulations), Minnesota statutes and regulations, including the MN State Building and Fire Codes, state liquor licensing regulations.
 - f. Holders of on-sale liquor licenses must submit a certificate of liquor liability insurance indicating coverage is extended to the proposed temporary outdoor dining area.

- g. No expansion shall be permitted into city right-of-way without prior approval by the city or owner.
 - h. Customer waiting, seating, or service areas must not impede sidewalk usage or block disabled parking spaces or ramps.
 - i. No activity conducted in the outdoor expansion area shall create nuisance conditions for abutting properties or violate the City's noise ordinance, and the Community Development Director is authorized to terminate approval for the temporary outdoor expansion area upon written notice to the applicant if the use of such temporary expansion area results in the creation of a nuisance condition, including but not limited to violation of the City's noise ordinance.
 - j. Temporary tables, tents, fencing, umbrellas, tents, canopies, and sun shelters may be erected. Any building permits required by building code must be obtained for structures. Tents and canopies may be erected as followed by fire code. Permits required by fire code must be obtained.
 - k. If alcoholic beverages are to be dispensed or consumed in the proposed temporary customer area, the area must be compact and contiguous to the existing licensed premises, and the defined licensed premises in the liquor license must be amended to include the temporary expansion area. Alcoholic beverages served in temporary customer areas may not be served in glass containers.
3. The Community Development Director and other City Staff are hereby authorized to take the actions necessary to effectuate the intent of this resolution, including the specific delegation of authority to City Staff to review and approve applications for temporary outdoor expansion of businesses and restaurants, notwithstanding any existing City Code or Zoning Ordinance provisions to the contrary, provided the requirements of this resolution are met.
4. The provisions of this resolution may be modified or clarified by subsequent Council action and those changes may have retroactive effect.
5. This resolution, and the temporary suspension of City Code and Zoning Ordinance Requirements and the authorizations contained herein for temporary outdoor expansion of certain premises, shall continue until either repealed by Council action or the termination of the declaration of local emergency.

Adopted by the City Council of the City of Inver Grove Heights this 26th day of May, 2020.

Ayes:

Nays:

Signed:

Attest:

George Tourville, Mayor

Rebecca Kiernan, City Clerk

2020 Temporary Expansion of Certain Business Premises Application (COVID-19)

Submit Application Electronically
to: Rebecca Kiernan, City Clerk
rkiernan@invergroveheights.org
or call to arrange drop off at city hall
(651) 450-2513

General Information

The purpose of this application is to secure city approval for certain Inver Grove Heights businesses to operate outdoors temporarily. Permits terminate at such time as the city council repeals or terminates the COVID-19 declaration of local emergency and/or Minnesota Governor Waltz' COVID-19 Health Pandemic Emergency Orders cease to limit businesses from operating indoors at full capacity, whichever comes first. Businesses wishing to expand their occupancy count should apply for a City Conditional Use Permit, Special Use Permit, Liquor License Extension and/or Special Event Permit with the City of IGH and will be processed with non-emergency order review processes.

Business Name:

Property Address:

Name of Contact Person:

Contact Phone:

Contact Email:

Name of Property Owner:

Property Owner Phone:

Property Owner Email:

Part 1 – To Be Completed By All Dining Establishments

Please read and check each box to confirm all parties understand the standards and requirements for temporary outdoor dining areas.

Initial	Requirement
	Total dining capacity including expanded outdoor dining area will not exceed previous restaurant dining capacity including indoor and outdoor dining.
	The parking regulations related to minimum required spaces for the restaurant are/shall be maintained (Interior seating: 1 parking stall for every 3 seats, plus 1 stall for every 12 seats for outdoor dining area of more than 24 seats). No accessible (ADA) parking spaces may be converted into outdoor dining areas.
	No portion of outdoor dining is/shall be located within any public right-of-way (sidewalks/trails, boulevard or streets).
	Outdoor dining area is/shall be setback a minimum of 20 feet from an improved public right-of-way, 5-feet from side and rear lot lines.
	Outdoor dining will/shall not interfere with any pedestrian walkways or impede ADA accessible routes intended for the general public. A minimum four (4) feet wide area shall remain clear on walkways for entry into the restaurant building and adjacent uses.
	The outdoor dining will/shall be handicap (ADA) accessible and not restrict accessibility in other areas inside or outside the restaurant.
	No food or beverages will/may be stored outdoors. All fire lanes, fire department connections and fire hydrants must be unobstructed at all times. The outdoor dining will/shall be kept in a clean and orderly manner.
	Landscaping removed or damaged by the temporary dining area will be replaced no later than September 1, 2021.
	Hours of operation of an outdoor dining will/shall be restricted to the hours of operation of the restaurant's interior space. Outdoor dining area shall not operate between the hours of 1:00 a.m. and 7:00 a.m. New outdoor dining areas shall close by 10 p.m. if located within 200 feet of a residential property.

	The outdoor dining will/shall comply with all noise regulations in this Code.
	The outdoor dining and permitted structures conform to all fire and building codes related to the number and types of exits that are required.
	The restaurant/property owner understand that all temporary outdoor dining areas must be removed no later than 9-15-20 or upon termination of Governor's Executive Order limiting indoor seating capacity.
	The restaurant owner and property owner (if different), understand that all tents must comply with fire code. Tents with an area larger than 400 square feet, a canopy (open on all sides at all times) exceeding 700 feet or multiple smaller tents or canopies with an aggregate area of less than 700 square feet (each not separated by at least a twelve foot fire break) may not be erected or used without a permit and approval of the Fire Marshal. Tents must be setback 20 feet from property lines and parked vehicles. Contact the Fire Marshal for fire code requirements and/or a permit application at 651-450-2547.

Part 2 – To Be Completed By Alcohol License Holders

Complete this section if alcohol will be sold, served or consumed in the temporary outdoor dining area.

Initial	Requirement
	The temporary outdoor dining area will be completely enclosed by a fence. Access to the fenced area will be through the licensed restaurant.
	The applicant certifies that all federal, state and City alcohol regulations shall apply to the temporary outdoor dining area and outdoor dining area is compact and contiguous to indoor dining area.

Part 3 – To Be Completed By Non-Dining Businesses

Initial	Requirement
	The business/property owner shall not obstruct sidewalks, streets, or public trails and walkways. No accessible (ADA) parking spaces may be converted to temporary outdoor business uses. A minimum of four (4) feet wide area shall remain clear on walkways for general public use.
	The business/property owner shall not obstruct fire lanes, fire department connections and fire hydrants must be unobstructed at all times.

Required Documentation

- ☐ **Submit a site plan with site dimensions that includes detail on the placement, size and number of tables and chairs, merchandise racks, size and location of tents and canopies, security fencing, number of off street parking stalls, traffic circulation plan (pedestrian and motorized vehicles ingress /egress), additional outdoor lighting plan, electric supply and any proposed outdoor cooking equipment.**
- ☐ **Alcohol license holders must also submit a certificate of liquor liability insurance indicating coverage is extended to the temporary outdoor dining is to be permitted by the city.**

By signing below, I hereby certify the following:

- The information provided on this form correct.
- I will comply with all building code, fire code and city nuisance regulations and understand that violations of such codes and regulations may be grounds for revocation of my approved Temporary Expansion of Business Premises Permit immediately.
- I have read and acknowledge the City standards (outlined in Part 1) regarding temporary outdoor dining.
- I understand the City may inspect the outdoor business premises at any time to enforce compliance with the above provisions. Additionally, the City may require the temporary outdoor business premises to close if city enforcement staff find that the business operation is detrimental to the health, safety and welfare of the general public.
- (For alcohol license holders) I understand that this application alters the licensed premise of my alcohol license. Any violations of Federal, State or City regulations in the temporary outdoor dining area may result in civil or criminal penalties against me or my license. I further understand that liquor liability insurance must be kept in-force for the temporary outdoor dining area.

Business Owner Signature

Date

Property Owner Signature

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION ADOPTING FINANCIAL ASSISTANCE APPLICATION FEE AND ESCROW

Meeting Date: May 26, 2020
Item Type: regular
Prepared by: Heather Rand,
Community Development Director
Contact: 651-450-2546

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other (application fee/escrow) |

PURPOSE/ACTION REQUESTED:

City Council support City staff's utilization of a more formalized financial assistance review process when considering real estate developer requests to the city of Inver Grove Heights for assistance, including the submittal of a financial assistance application form. The purpose of the review process is to provide an accepted City Council framework for determining potential development project financial gaps that may potentially restrict future desired real estate development within the city. The review process establishes a financial assistance application form with fee and potential escrow deposit requirement. The application fee and escrow requirements must be approved by the city council via a resolution attached.

SUMMARY:

The City of Inver Grove Heights and its EDA periodically receive requests from real estate developers for financial assistance to advance specific real estate development projects located throughout the city. These requests most commonly ask the City to reduce its fees (water and sewer connection and park dedication fees), but sometimes also include direct requests for the city to subsidize the development of public infrastructure that may support the new development such through Tax Increment Financing or Tax Abatement for a set term.

Best government practices suggest that the City and EDA should have a clearly defined process for reviewing such financial assistance requests. The first step of that process is to have a formal financial assistance application that a developer would submit to the EDA and/or City and establish application fees to cover the costs associated with reviewing the application. In keeping with this, a financial assistance application has been prepared by staff and reviewed by financial advisors and the city attorneys and is attached to this memo for your consideration. It is proposed that the financial assistance application is the means to which city staff may begin to review a real estate developers financial assistance request with further delineation of next steps in review noted below.

Financial Assistance Application Process

It is anticipated that after initial conversations with a real estate developer or business or its agent whereby an upfront request for financial assistance from the city and/or EDA is requested, city staff would request that the developer or business make formal application to the City/EDA by submitting a completed IGH financial assistance application (see attached) with application fee, to facilitate objective review of the request. The completed application and its required submissions will first be reviewed by City staff to determine if the project is consistent with

City/EDA development goals and land use requirements. If the development project merits further consideration, City staff will engage with its financial advisor for preliminary underwriting (review). The financial advisor will conduct a thorough proforma review of the development project and recommend to the City/EDA the minimum amount of assistance necessary to make the development project financially feasible without unduly enriching the real estate developer or business.

Developer Covers City/EDA Costs

In Minnesota, cities routinely request developers to pay for the cost of reviewing an application for financial assistance. As such, staff propose that an initial, non-refundable financial assistance application fee of \$3,000 is established by the EDA/City to cover the initial, preliminary review of the application and to ensure the developer is committed toward advancing the project in the city of Inver Grove Heights. If City staff and its financial advisor determine after preliminary review of the application that the project had a financial gap worthy of more diligent review and determination, the project may proceed to the next phase of city review by City staff and its financial advisor that may lead to the creation of a development agreement which would also require assistance from the city attorney (legal costs). To fund these professional service costs to the City/EDA, the financial assistance applicant will be required to make an \$10,000 initial escrow deposit to the City for legal costs and financial analysis. The unused portion of the deposit will be returned to the developer.

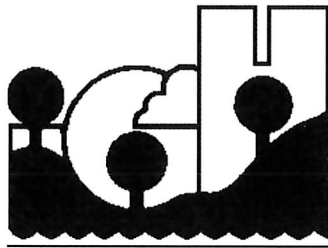
This requirement of a application fee and escrow deposit must be formally approved by the EDA and City Council via resolution (see attached).

EDA Approval of Specific Projects

Each provision of City/EDA financial assistance, whether in the form of a fee waiver, fee reduction, direct cash assistance, or new tax increment or tax abatement, shall be considered by the City or EDA.

The City and/or EDA are not obligated to provide financial assistance to any development project that would make application for financial assistance, and the City/EDA may impose additional restrictions on a project as part of its assistance package, such terms being further delineated in a development agreement between City/EDA and applicant.

Staff respectfully requests support by the City Council of the financial assistance process outlined in this memo and approval of a resolution adopting application fee and escrow requirements for the application for financial assistance.



City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN 55077

APPLICATION TO CITY AND/OR IGH EDA FOR FINANCIAL ASSISTANCE

Applicant Information

1. **Applicant Name:** _____
(Name should be the officially registered name of the business entity.)

Address: _____

Telephone: _____ Email Address: _____

2. **Name of Person Completing the Application:** _____

Address: _____

Telephone: _____ Email Address: _____

3. **Names and Addresses of Attorney, Architect, Engineer, and General Contractor for this Project:**

Attorney Name: _____

Address: _____

Telephone: _____ Email Address: _____

Architect Name: _____

Address: _____

Telephone: _____ Email Address: _____

Engineer Name: _____

Address: _____

Telephone: _____ Email Address: _____

General Contractor Name: _____

Address: _____

Telephone: _____ Email Address: _____

4. **If the applicant is a corporation, please name officers, directors, or stockholders holding more that 5% of the stock of the corporation. If the corporation is not**

formed, provide as much information as possible concerning potential officers, directors, and stockholders:

- 4a. If the applicant is a limited liability company or general partnership, name of the general partners and if a limited partnership, state the general partners and limited partners with more than 5% interest in the limited partnership. If the company or partnership is not formed, provide as much information as possible concerning potential officers, directors, members, partners and/or stockholders.

- 4b. Has the applicant ever been in bankruptcy? If yes, please describe the circumstances.

Yes (please Explain): _____

No: _____

- 4c. Has the applicant ever defaulted on any bond or mortgage commitment?

Yes (please Explain): _____

No: _____

Project Information

1. PID#'s, address, legal descriptions, and size of project site:

PID#: _____

Address: _____

Legal Description: _____

Size of Project Site (Acres): _____

2. Current ownership of the site: _____

3. Do you have current control of the site and a recent (2 year or less) real estate appraisal for site:

Yes: _____

No: _____

4. Project Narrative Statement with Site Map and Building Renderings

Please attach as Exhibit A, a description narrative for the project that includes the following:

1) background and experience of applicant in development, 2) project description including total project CapEx (capital expenditures), number of existing building square footage to be demolished, to be constructed, the number and/or square footage of (housing units, parking stalls, commercial and/or warehouse bays and loading docks), 3) evaluation of site and conditions such as poor soils and/or contamination, challenging topography and other constraints, 4) proposed construction phasing including start date and project completion date, 5) development project's benefit to the community (# new jobs, wages, estimated tax base increase), 6) developer's request to City/IGH EDA for financial assistance that meets "but for" MN state statute test with explanation of why assistance is necessary to complete development project, 7) site map and legal description for site and architectural rendering of building product with description of construction materials. Applicant may be required to submit site plans, land appraisals, environmental studies, market studies, business plans, engineering and architectural drawings for staff review at later date as project advances.

5. If property is to be subdivided or replatted, please describe.

6. If project is a housing development, please provide unit mix and rents with the 15-year Project Proforma. If the project is affordable housing, please indicate the portion of units that will be maintained as affordable units and the income levels targeted.

7. Estimated project costs: (Please enclose detailed sources and uses statement and 15-year operating Pro Forma denoting the following).

- a. Land Acquisition: \$ _____
- b. Environmental/Soil Corrections: _____
- c. Surveys: _____

- d. Public Improvements: _____
- e. Site Development: _____
- f. Demolition: _____
- g. Building Construction: _____
 - Shell (if applicable) _____
 - Tenant Improvements
(if applicable) _____
 - Builders fee _____
- h. FF&E: _____
- i. Architectural & Engineering Fees: _____
- j. Legal Fees/Other Consulting Fees: _____
- k. Financing Costs: _____
- l. Construction Interest: _____
- m. Title Insurance: _____
- n. Mortgage Registration: _____
- o. Bank/Borrower Legal: _____
- p. Recording/Closing: _____
- q. Construction Loan fees: _____
- r. Developer fee: _____
- s. Mgmt Start Up/Working Cap _____
- t. SAC/WAC fees: _____
- u. Park Dedication fee: _____
- v. Building Permit, other fees _____
- w. Appraisal: _____
- x. Real Estate Taxes: _____
- y. Contingencies (construction): _____
- z. Contingencies (soft): _____
- aa. Other: _____

TOTAL \$ _____

8. Source of Financing

- a. Equity: \$ _____
- b. Bank Financing: _____
- c. Public Assistance: _____

(TIF or Tax Abatement) _____

d. Other governmental loans/grants: _____

e. Deferred Developer Fees: _____

f. Other: _____

TOTAL \$ _____

Terms of Financing (years): _____

Rate of Financing: _____

Cap Rate: _____

8. Project Construction Schedule:

a. Construction Start Date: _____

b. Construction Completion Date: _____

c. If Phased Project :

January 2, (year) _____ % Completed _____

January 2, (year) _____ % Completed _____

9. Total Estimated Market Value of Project upon completion \$ _____

10. Will any public official of the City, either directly or indirectly, benefit from the issuance of public assistance within the meaning of Minnesota Statutes, Section 412.311 or 471.87? If yes, please explain the circumstances.

Yes (please Explain): _____

No: _____

Financial Assistance Request

1. Amount and type of financial assistance requested and proposed term.

Type (TIF, Tax Abatement, Other): _____

Amount: _____

Term (years): _____

2. Describe the purpose for which financial assistance (TIF, Tax Abatement, etc.) is required.

3. Please submit an itemized list of project costs for which the financial assistance is being requested below or as an attachment.

4. Briefly state specific reasons why, "but for" the use of public financial assistance, this project would not be possible.

Application Process

1. The following documents must accompany the Application:
 - A. A detailed sources & uses statement and 15-year project *Pro Forma* spreadsheet
 - B. Parcel Map depicting the proposed development and/or redevelopment area
 - C. Site plans and floors plans (as available)
 - D. Significant additional information may be requested at any time by the City/EDA and may be in addition to the materials outlined in this application. The Applicant shall be required to submit any and all information as reasonably requested by the City/EDA.
2. Applicant acknowledges and agrees to pay a non-refundable \$3,000 Financial Assistance Application Fee via check made out to City of Inver Grove Heights.
3. Upon receipt of the application, City/EDA staff shall review it and complete preliminary due diligence to ensure the project is consistent with the City/EDA's policies including the city's business subsidy policy and land use requirements. If so, the City/EDA and their financial consultant shall conduct a preliminary proforma analysis to determine if the project has a financial gap and whether financial assistance is needed. If financial assistance is preliminarily justifiable based on the proforma analysis by the City/EDA, the applicant shall deposit \$10,000 as initial escrow funds with the City/EDA to cover attorney and consultant costs incurred as part of conducting any additional fiscal analysis that may be required to meet the

requirements of utilizing any public financing, drafting and negotiating a development agreement, and establishing a TIF district or abatement. If additional expenses are incurred beyond the \$10,000, prior to the execution of a development agreement, the City/EDA shall notify the applicant in writing and the applicant will be required to deposit additional funds upon notice. Any unused portion of the \$10,000 initial escrow deposit shall be returned to the applicant.

4. The Applicant shall hold the City/EDA, its officers, consultants, attorneys, and agents harmless from any and all claims arising from or in connection with the Project or Financial Assistance Application, including but not limited to, any legal or actual violations of any State or Federal securities laws.
5. The Applicant recognizes and agrees that the City/EDA reserves the right to deny any application for Financial Assistance at any stage of the proceedings prior to adopting the resolution approving the financial assistance, that the Applicant is not entitled to rely on any preliminary actions by the City/EDA or its staff prior to the final resolution, and that all expenditures, obligations, costs, fees, or liabilities incurred by the Applicant in connection with the Project are incurred by the Applicant at its sole risk and expense and not in reliance on any actions of the City/EDA or its staff.

6. The Applicant recognizes and agrees that the City/EDA will comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) which governs whether the information that the applicant is providing to the City/EDA is public or not public data. If financial assistance is provided to the applicant for the project, the information submitted in connection with the application will become public, except for those items which remain private or nonpublic pursuant to the provisions of Minnesota Statutes, Section 13.591, subd. 2.

The undersigned, a duly authorized representative of the Applicant, hereby certifies that the foregoing information is true, correct, and complete as of the date hereof and agrees that the Applicant shall be bound by the terms and provisions herein.

APPLICANT'S NAME

DATE

CITY RECEIPT OF APPLICATION

DATE

\$ _____
APPLICATION FEE AMOUNT REMITTED

DATE

\$ _____
ESCROW AMOUNT REMITTED

DATE

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-_____

**RESOLUTION ADOPTING APPLICATION FEE AND ESCROW REQUIREMENTS FOR
APPLICATION FOR FINANCIAL ASSISTANCE**

WHEREAS, the City of Inver Grove Heights does not currently have a fee or escrow requirement related to the processing of applications for financial assistance; and

WHEREAS, the review and processing of applications for financial assistance takes considerable time and will require the use of financial consultants by the City, which cost should be paid by the applicant; and

WHEREAS, upon preliminary determination that financial assistance may be justified based on the proforma analysis, additional costs will be incurred by the City for consultant cost and attorney fees, which costs should be paid by the applicant and which requires the establishment of an escrow to ensure payment of such costs, and which escrow amount shall be replenished by the Applicant at the request of the City at any time.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Inver Grove Heights adopts the following fee and escrow amounts related to Financial Assistance Applications, which shall be added to the existing 2020 City Fee Schedule:

Financial Assistance Application Fee	\$3,000.00
--------------------------------------	------------

Financial Assistance Application Escrow Requirement	\$10,000.00
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Adopted by the City Council of the City of Inver Grove Heights this 26th day of May, 2020.

Ayes:

Nays:

Attest:

Attest:

George Tourville, Mayor

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION ADOPTING AFFORDABLE HOUSING POLICY

Meeting Date: May 26, 2020
 Item Type: regular
 Prepared by: Heather Rand,
 Community Development Director
 Contact: 651-450-2546

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other (Decertified TIF 4-1)

PURPOSE/ACTION REQUESTED:

Approve resolution adopting an Inver Grove Heights affordable housing development policy that will serve as a framework guide for city council, EDA and city staff actions toward advancing the creation and retention of affordable housing in the community.

SUMMARY:

The City's TIF District 4-1 was decertified in 2019 and is no longer capturing tax increment. However, there is a cash balance in the District of approximately \$4.1 million. These funds may still be used by the City, but due to limitations under State law and the city adopted TIF Plan, the funds may only be used to assist affordable housing projects throughout the City or turned back to local government jurisdictions proportionally.

If the City opts to use the TIF District 4-1 balance to assist the development of affordable housing, city staff in consultation with Ehlers the city's financial advisor, recommend the EDA and City Council establish an affordable housing policy with criteria and a process for awarding funds to specific development projects. Toward this end, the attached Affordable Housing Development Fund Policy is proposed for city council consideration.

Key provisions of the policy are summarized below.

Affordable Housing

Funds may be used to assist development of multi-family rental housing for families and/or seniors that reserve either 20% of the units for residents at or below 50% of the median income, or 40% of the units for residents at or below 50% of the median income. The chart below shows the current (2020) affordable housing income and rent limits:

2020 Income Limits		
Family Size	50% of Median Income	60% of Median Income
1	\$36,200	\$43,440
2	\$41,400	\$49,680
3	\$46,550	\$55,680
4	\$51,700	\$62,040
2020 Rent Limits		
Bedroom Size	50% of Median Income	60% of Median Income
1	\$970	\$1,164
2	\$1,163	\$1,396
3	\$1,344	\$1,613

To further illustrate with an example, a single parent with one child making \$23.88 per hour is at 60% of median income. Senior housing development projects, (age 55 or older) would also be potentially eligible. The housing may be located anywhere within the City that complies with existing zoning codes and restrictions.

City/EDA Funds Used for Gap Financing

In certain situations, the cost of utilities, streets, public improvements, City fees, environmental remediation or site acquisition may make an affordable housing project financially infeasible. In any of these situations, the City may consider providing financial assistance from the Affordable Housing Development Fund to fill a demonstrated financial gap in the project.

The Fund may be used for:

- Extending or relocating utilities or constructing utility infrastructure
- Street improvements or street assessments
- Site improvements such as sidewalks and streetscaping
- Other eligible public improvements
- Site acquisition
- Clearance and demolition expenses
- Environmental remediation
- City fees including park dedication, utility connection, or storm water fees

Gap financing may be provided in the form of a grant, deferred or forgivable loan, or interest-bearing loan.

Demonstrated Financial Need and Formal Review Process

A developer requesting City or EDA assistance from the Affordable Housing Development Fund would need to demonstrate that the project is financially infeasible without the assistance. To accomplish this objective, the developer would submit a financial assistance application with a fee and a financial *proforma* that would be reviewed by the City's staff and financial advisor. After review of the financial assistance application, the amount and form of assistance recommended by staff would be the minimum needed to make the project feasible without unduly enriching the developer.

EDA Approval of Specific Projects

Each award of funds from the Affordable Housing Development Fund shall be considered and approved by the EDA. The EDA is not obligated to award funds to any project and may impose additional restrictions on a project. For example, the EDA can require a higher level of exterior finishes, a larger dedication of land for a park, or other public benefit as part of the assistance package.

EDA Program Administration

It is contemplated that the City's EDA will administer the Affordable Housing Development Fund. Because TIF 4-1 is a City tax increment district, the City Council will need to authorize the EDA to administer this program. Authorization will be requested at the June 8, 2020 Council meeting, however, approval of a resolution approving the affordable housing policy as attached, adopts the affordable housing policy and related fund framework.

Loan Repayments

If the EDA provides financial assistance from the Affordable Housing Development Fund in the form of a loan, the loan repayments are still considered to be Tax Increment and must be segregated from other funds per state law. As such, the loan repayments would go back into the Affordable Housing Development Fund to assist future affordable housing development within the city of Inver Grove Heights. It is possible that over time, this affordable housing development fund policy would be amended by the EDA and City Council to continue to be relevant and meet current needs.

City of Inver Grove Heights, Minnesota

AFFORDABLE HOUSING DEVELOPMENT FUND POLICY

Draft 5-20-20

I. PURPOSE

The purpose of this policy is to establish the criteria and procedures by which TIF #4-1 funds may be used as an “Affordable Housing Development Fund” to incent and support the development of affordable housing in the City.

In 2018, the City modified its Tax Increment Financing District #4-1 to allow the use of tax increment for affordable housing projects throughout the City. In particular, the plan was modified to allow for an additional 10% pooling for affordable housing pursuant to Minnesota Statutes, Section 469.1763 subd. 2(d).

TIF District #4-1 was decertified at the end of 2019 and the properties in the districts are no longer capturing tax increment. The remaining balance of tax increments that have been captured in the district fund are restricted for affordable housing projects, unless the city council elects to distribute funds to the respective tax jurisdictions that were impacted by the creation of TIF #4-1. Toward this end, the EDA/City is creating the Affordable Housing Development Fund (the “Fund”) to incent the development or rehabilitation of affordable rental housing within the City of Inver Grove Heights utilizing TIF District #4-1’s fund balance.

In certain situations, the cost of utilities, streets, eligible public improvements, City fees, environmental remediation or site acquisition may make an affordable housing project financially infeasible. In any of these situations, the City may consider providing financial assistance from the Fund to fill a demonstrated financial gap in the project. This policy shall be used as a guide in reviewing applications for financial assistance from the Affordable Housing Development Fund.

II. POLICY

It is the policy of the City of Inver Grove Heights to establish a TIF 4-1 Affordable Housing Development Fund to provide financial assistance to affordable housing projects to assist with certain development costs. Eligible projects must consist of rental housing that meets

the income and rent qualifications for the Low Income Housing Tax Credit Program as defined under section 42(c) of the Internal Revenue Code.

The Fund shall be used to provide financial assistance to eligible projects to pay for the following eligible project costs:

- a. Extending or relocating utilities or constructing utility infrastructure
- b. Street improvements or street assessments
- c. Site improvements such as sidewalks and streetscaping
- d. Other eligible public improvements
- e. Site acquisition
- f. Clearance and demolition expenses
- g. Environmental remediation
- h. City fees including park dedication, utility connection, or storm water fees

III. PROCEDURE

A developer may request assistance from the Fund by submitting an financial assistance application and supporting documentation, together with the non-refundable application fee to the Inver Grove Heights EDA. Significant additional information may be requested at any time by the City and its Economic Development Authority ("EDA") and may be in addition to the materials outlined in the financial assistance application. The Applicant shall be required to submit any and all information as requested by the City/EDA.

City staff and, as appropriate, the City's financial advisor shall review the application materials and make a preliminary recommendation to the EDA/City. The staff recommendation will include:

- a. The proposed amount of the financial assistance
- b. The proposed structure and terms of the financial assistance.
- c. A rationale for the recommendation
- d. Eligible affordable housing project costs and the estimated cost thereof

The EDA/City may either deny or grant approval of a grant, deferred or forgivable loan, or interest-bearing loan utilizing the Fund or other available resources as the funding source. Once the EDA/City has completed preliminary due diligence and financial review of the application, the developer applicant shall deposit additional funds in an amount established by the City/EDA, but not less than \$10,000 as an initial escrow, to cover attorney and consultant costs incurred as part of drafting and negotiating a development agreement, and conducting any fiscal analysis that may be required to meet the requirements of utilizing any

public financing to support the affordable housing project proposed. If additional expenses are incurred beyond the initial deposit, prior to the execution of a development agreement, the City/EDA shall notify the applicant in writing and the applicant will be required to deposit additional funds into the escrow upon notice. Unused applicant escrow funds on deposit shall be returned to the developer applicant.

IV. GENERAL TERMS AND CONDITIONS

The project must comply with the rent and income restrictions for 20 years and report the rents and incomes to the EDA/City for the term of the restrictions on an annual basis.

Any repayments of financial assistance made from this Fund are considered tax increment and shall be redeposited in the Fund to be used for future affordable housing purposes.

The City/EDA reserves the right to deny any application for financial assistance at any stage of the proceedings prior to adopting the resolution approving the affordable housing financial assistance. The Applicant is not entitled to rely on any preliminary actions by the City/EDA or its staff prior to the adoption by city/EDA of a final resolution of approval of the financial assistance, and all expenditures, obligations, costs, fees, or liabilities incurred by the Applicant in connection with the Project are incurred by the Applicant at its sole risk and expense and not in reliance on any actions of the City/EDA.

Any applicant who is not in good standing with the City/EDA, in regard to licenses, fees, taxes or other specific charges, will not be considered for receiving financial assistance.

The Applicant shall hold the City/EDA, its officers, consultants, attorneys, and agents harmless from any and all claims arising from or in connection with the project or financial assistance application, including but not limited to, any legal or actual violations of any State or Federal securities laws.

The City/EDA shall have the option of amending or waiving sections of this affordable housing policy when they determined a change necessary or appropriate to continue to advance its affordable housing goals

INVER GROVE HEIGHTS CITY COUNCIL

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ADOPTING AN AFFORDABLE HOUSING DEVELOPMENT FUND POLICY

WHEREAS, the City of Inver Grove Heights (the "City") has previously established Tax Increment Financing District 4-1 (the "District") and modified the District in 2018 to allow the use of tax increment for affordable housing projects;

WHEREAS, the District was decertified in December 2019 and the remaining balance of tax increments in the District may be used to assist affordable housing projects throughout the City; and

WHEREAS, the City of Inver Grove Heights City Council and Inver Grove Heights Economic Development Authority (the "EDA") desire to increase the availability of affordable housing in the City;

NOW, THEREFORE BE IT RESOLVED that the City Council adopt an Affordable Housing Development Fund Policy that establishes a loan and grant program to provide financial assistance to affordable housing developments.

Adopted by the Inver Grove Heights City Council on May 26, 2020.

Ayes:

Nays:

Mayor George Tourville

Attest:

City Clerk Rebecca Kiernan

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A TERMINATION OF TIF DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS WITH HAMPTON SENIOR CARE OF INVERGROVE HEIGHTS LLC

Meeting Date: May 26, 2020
 Item Type: Regular
 Prepared by: Heather Rand
 Community Development Director
 Contact: 651-450-2546

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:

City Council is requested to approve a resolution that authorizes the mayor and city clerk to execute a termination of TIF Agreement and Satisfaction of Mortgage with Hampton Senior Care of Inver Grove Heights LLC, also referred to as the Scenic Hills Plat development.

SUMMARY:

On May 16, 2019, the City of Inver Grove Heights and Hampton Senior Care of Invergrove Heights LLC, entered into a TIF Development Agreement to support the development of public infrastructure related to the construction of a senior housing and care facility developed as Plat of Scenic Hills First Addition dated May 13, 2019 and recorded June 6, 2019. In May of 2020, Hampton Senior Care of Invergrove Heights LLC notified the city of their desire to terminate the TIF Agreement as they had secured an additional source of private financing rendering their need for the TIF assistance from the city obsolete.

After careful review by city staff and legal counsel, this request to terminate by Hampton Senior Care of Invergrove Heights LLC was deemed to not cause any reason to jeopardize the completion of the development or otherwise harm the city. As such, a Termination of TIF Development Agreement and related documents have been drawn up (see attached) for council consideration that would enable this termination action.

Staff recommend approval of the resolution terminating the TIF Development Agreement with Hampton Senior Care of Invergrove Heights LLC that authorizes the mayor and city clerk to execute the Termination of TIF Development Agreement and related documents further referenced in the resolution.

CITY OF INVER GROVE HEIGHTS
COUNTY OF DAKOTA
STATE OF MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A TERMINATION
OF TIF DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS WITH HAMPTON
SENIOR CARE OF INVERGROVE HEIGHTS LLC

WHEREAS, the City of Inver Grove Heights, Minnesota (the “City”) has heretofore entered into a TIF Development Agreement with Hampton Senior Care of Invergrove Heights LLC, a Minnesota limited liability company (the “Developer”) dated May 16, 2019 (the “Development Agreement”) in connection with the construction of the Minimum Improvements (as defined therein) in the City’s Tax Increment Financing District No. 4-1 (a Pooling TIF District) and provided for a loan to the Developer not to exceed \$1,500,000.00 (the “TIF Loan”) to provide funds intended to reimburse the Developer for certain Qualified Costs (as defined therein);

WHEREAS, the Developer has determined not to utilize the TIF Loan for completion of the Minimum Improvements; and

WHEREAS, the Developer and City hereby both wish to (i) terminate the TIF Development Agreement, as well as all related documents, including without limitation the Developer Note, the Developer Mortgage and all TIF Loan documents, the Consent to Assignment of TIF Development Agreement, the Escrow Agreement, and the Declaration of Restrictive Covenants and (ii) make certain related changes to the to the Development Contract for Plat of Scenic Hills First Addition dated May 13, 2019, recorded June 6, 2019, as Document No. 3308230 between the City and the Developer (the “Development Contract”) all as set forth in that certain Termination of TIF Development Agreement and Related Documents to be executed by the City and the Developer (the “Termination Agreement”); and

NOW, THEREFORE, BE IT RESOLVED by the City Council (the “Council”) of the City of Inver Grove Heights, Minnesota (the “City”), as follows:

Section 1. Approval of Termination Agreement.

1.01. The City hereby approves the Termination Agreement substantially in accordance with the terms set forth in the form presented to this Council together with any related documents necessary in connection therewith, including without limitation a satisfaction of mortgage (collectively, the “Termination Documents”) and hereby authorizes the Mayor and City Clerk to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Termination Documents on behalf of the City, and to carry out, on behalf of the City, the City’s obligations thereunder when all conditions precedent thereto have been satisfied.

1.03. The approval hereby given to the Termination Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the authorized officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the Council as, in the opinion of counsel to the City, may act in their behalf.

1.04. Upon execution and delivery of the Termination Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Termination Documents, when all conditions precedent thereto have been satisfied, including without limitation the payment of tax increments as provided therein.

Approved by the City Council of the City of Inver Grove Heights this 26th day of May, 2020.

Mayor

ATTEST:

City Clerk

TERMINATION OF TIF DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS

THIS TERMINATION OF TIF DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS (this "Termination") is made this ____ day of _____, 2020, by and between the City of Inver Grove Heights, Minnesota, a Minnesota municipal corporation (the "City") and Hampton Senior Care of Invergrove Heights LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, City and the Developer heretofore entered into a TIF Development Agreement, dated May 16, 2019 (the "TIF Development Agreement") in connection with the construction of the Minimum Improvements (as defined therein) in the City's Tax Increment Financing District No. 4-1 (a Pooling TIF District) and provided for a loan to the Developer not to exceed \$1,500,000.00 (the "TIF Loan") to provide funds intended to reimburse the Developer for certain Qualified Costs (as defined therein); and

WHEREAS, pursuant to the TIF Development Agreement, the Developer agreed to construct the Minimum Improvements on the Development Property (as defined therein and in the attached **Exhibit A**); and

WHEREAS, the Developer has determined not to utilize the TIF Loan for completion of the Minimum Improvements on the Development Property; and

WHEREAS, pursuant to the TIF Development Agreement, the Developer executed and delivered to the City a Declaration of Restrictive Covenants dated May 16, 2019, recorded June 6, 2019, as Document No. 3308237, which is referred to in the TIF Development Agreement as the "Declaration" (the "Declaration of Restrictive Covenants"); and

WHEREAS, the Developer and City hereby both wish to terminate the TIF Development Agreement, as well as all related documents, including without limitation the Developer Note, the Developer Mortgage (as each term is defined in the TIF Development Agreement) and all TIF Loan documents, the Consent to Assignment of TIF Development Agreement, the Escrow Agreement (as defined in the TIF Development Agreement), and the Declaration of Restrictive Covenants.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of TIF Development Agreement. Upon execution of this Termination, the City and the Developer agree that the TIF Development Agreement and all related documents therein referenced, including without limitation the Developer Note, the Developer Mortgage and all TIF Loan documents, the Consent to Assignment of TIF Development Agreement, the Escrow Agreement, and the Declaration of Restrictive Covenants are hereby terminated and shall have no further force and effect as of the date hereof.

2. Release of Declaration of Restrictive Covenants. Upon execution of this Termination, the City and the Developer hereby fully and finally release and terminate the Declaration of Restrictive Covenants. The recordation of this Termination shall effectuate the complete and full release of the Declaration of Restrictive Covenants and the Declaration of Restrictive Covenants shall hereafter be of no further force or effect.

3. Release of TIF Mortgage. Upon execution of this Termination, the City, as Mortgagee, hereby fully and finally releases that certain Combination Mortgage, Security Agreement and Fixture Financing Statement executed by the Developer, as mortgagor, in favor of the City, as mortgagee, dated May 16, 2019, recorded June 6, 2019, as Document No. 3308239. The recordation of this Termination shall effectuate the complete and full release and satisfaction of the TIF Mortgage and the TIF Mortgage shall hereafter be of no further force or effect, however, contemporaneous with execution of this Termination, the City agrees to execute and deliver to the Developer a satisfaction of the TIF Mortgage in recordable form and properly executed, which shall be recorded by the Developer.

4. Release of Escrowed Funds. The Developer and the City, by execution of this Termination, hereby direct Custom Home Builders Title, LLC, a Minnesota limited liability company (the "Escrow Agent") under that certain Escrow Agreement dated May 16, 2019 among the City, the Developer and the Escrow Agent, to release and deliver the Escrowed Funds (as defined therein) in the amount of \$1,500,000.00, plus any interest which accrued thereon, to the City without further action or direction by the City. The Developer will provide an executed copy of this Termination to the Escrow Agent.

5. Letter of Credit and Development Contract. In consideration of the foregoing, the City and the Developer agree that existing letter of credit provided by the Developer for the benefit of the City pursuant to the Development Contract for Plat of Scenic Hills First Addition dated May 13, 2019, recorded June 6, 2019, as Document No. 3308230 (the "Development Contract") shall be amended to cover the remaining cost of the Lift Station (as defined in the Development Contract) and the sanitary sewer force main, being an improvement related to the Lift Station, in the amount of \$175,000.00 notwithstanding the amount shown in Exhibit F-1 of the Development Contract. Therefore, as of the date of this Termination, the letter of credit provided by the Developer for the benefit of the City pursuant to the Development Contract shall be reduced to a stated face amount of \$506,765.00. Upon execution of this Termination and prior to the release of the City's existing letter of credit in the amount of \$592,400.00 which was issued pursuant to the Development Contract, the Developer shall deliver to the City a replacement irrevocable letter of

credit in the stated face amount of \$506,765.00 with a term ending not earlier than December 31, 2022 and otherwise approved by the City to be in accordance with the requirements of the Development Contract. For purposes of the Development Contract, the Lift Station and the sanitary sewer force main shall be characterized as both a Phase 1 Improvement and a Developer-Public Improvement (as each term is defined in the Development Contract). Notwithstanding Exhibits C-1 and E of the Development Contract, the Lift Station and the sanitary sewer force main shall be completed on or before July 31, 2020 and completion thereof shall be a condition to the issuance of a certificate of occupancy by the City for the improvements being constructed on the Development Property. Except as provided herein, all other terms and conditions of the Development Contract shall remain in full force and effect.

6. Recording. This Termination shall be recorded with the Dakota County Recorder and/or Dakota County Registrar of Titles at the sole cost and expense of the Developer.

7. Recitals. The foregoing recitals are incorporated into this Termination.

IN WITNESS WHEREOF, the City and the Developer have executed this Termination of TIF Development Agreement and Related Documents as of the date and year first written above.

[Signature page to follow]

CITY:

**CITY OF INVER GROVE HEIGHTS,
MINNESOTA**

By _____
Its Mayor

By _____
Its City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by George Tourville, the Mayor of the CITY OF INVER GROVE HEIGHTS, MINNESOTA, a
Minnesota municipal corporation, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by Rebecca Kiernan, the City Clerk of the CITY OF INVER GROVE HEIGHTS, MINNESOTA,
a Minnesota municipal corporation, on behalf of the City.

Notary Public

DEVELOPER:

**HAMPTON SENIOR CARE OF
INVERGROVE HEIGHTS LLC**, a Minnesota
limited liability company

By: _____
Joel T. Larson

Its: President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Joel T. Larson, the President of Hampton Senior Care of Invergrove Heights LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

This Instrument was drafted by:
Kennedy & Graven, Chartered (AKG)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
Legal Description

Lot 1, Block 1, Scenic Hills First Addition, Dakota County, Minnesota.

Abstract Property

SATISFACTION OF MORTGAGE

Dated: May ___, 2020

THAT COMBINATION MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FINANCING STATEMENT dated as of May 16, 2019 (the "Mortgage"), from HAMPTON SENIOR CARE OF INVERGROVE HEIGHTS LLC, a Minnesota limited liability company (the "Mortgagor"), in favor of the CITY OF INVER GROVE HEIGHTS, MINNESOTA, a Minnesota municipal corporation (the "Mortgagee"), recorded in the office of the County Recorder of Dakota County, Minnesota, on June 6, 2019, as Document No. 3308239, is hereby released and satisfied.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has executed this Satisfaction of Mortgage as of the date and year first written above.

CITY OF INVER GROVE HEIGHTS,
MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by George Tourville, the Mayor of the CITY OF INVER GROVE HEIGHTS, MINNESOTA, a Minnesota municipal corporation, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Rebecca Kiernan, the City Clerk of the CITY OF INVER GROVE HEIGHTS, MINNESOTA, a Minnesota municipal corporation, on behalf of the City.

Notary Public

This Instrument was drafted by:
Kennedy & Graven, Chartered (JSB)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Bids, Awarding Contract, and approving geotechnical services proposal for the 2020 Pavement Management Program, City Project No. 2019-09F - Carter Path and Carter Court Mill and Overlay

Meeting Date: May 26, 2020
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651-315-6336
 Prepared by: Jacob Moser, Civil 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, Sewer Fund, Water Fund, Special Assessments

PURPOSE/ACTION REQUESTED

Consider resolution receiving bids, awarding contract, and approving geotechnical services proposal for the 2020 Pavement Management Program, City Project No. 2019-09F - Carter Path and Carter Court Mill and Overlay.

SUMMARY

Bids were opened at 11:00 a.m. on April 14, 2020 for the subject project. Seven contractors submitted bids. McNamara Contracting is the lowest responsible bidder with a total bid amount of \$194,681. The bids were received as follows:

BIDDER	Total Base Bid + Alt. A
McNamara Contracting	\$194,681.00
Bituminous Roadways	\$202,493.00
Northwest Asphalt	\$205,117.20
Minnesota Paving and Materials	\$208,970.34
Valley Paving	\$211,716.20
Park Construction Company	\$229,636.15
S.M. Hentges & Sons, Inc.	\$234,822.50

The base bid with Alternate A (Pedestrian Ramps) will be awarded. Alternate B (Raingardens) will not be awarded. Braun Intertec submitted a geotechnical proposal for City Project No. 2019-09F in the amount of \$4,469. A comprehensive funding package is proposed to include the pavement management fund, franchise fee funds, special assessments, water fund and sewer funds.

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract for the Base Bid with Alternate A to McNamara Contracting for a total contract amount of \$194,681, and approve the geotechnical services proposal from Braun Intertec for a total amount of \$4,469 for City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay.

JDM/jdm

Attachments: Resolution
 Location Map
 Bid Tabulation
 Braun Intertec Proposal

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

**RESOLUTION RECEIVING BIDS, AWARDING CONTRACT, AND APPROVING GEOTECHNICAL
SERVICES PROPOSAL FOR CITY PROJECT NO. 2019-09F – CARTER PATH AND CARTER COURT
MILL AND OVERLAY**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, and submitted a bid bond; and

BIDDER	Total Base Bid + Alt. A
McNamara Contracting	\$194,681.00
Bituminous Roadways	\$202,493.00
Northwest Asphalt	\$205,117.20
Minnesota Paving and Materials	\$208,970.34
Valley Paving	\$211,716.20
Park Construction Company	\$229,636.15
S.M. Hentges & Sons, Inc.	\$234,822.50

WHEREAS, McNamara Contracting is the lowest responsible bidder with a total bid of \$194,681.00 for the Base Bid with Alternate A for City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay.

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

1. The bids for City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay are hereby received.
2. The Mayor and Clerk are hereby authorized and directed to enter into a contract with McNamara Contracting in the name of the City of Inver Grove Heights, for City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
3. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
4. Staff is authorized to hire Braun Intertec to perform geotechnical services for City Project No. 2019-09F for a total amount of \$4,469.00.
5. City Project No. 2019-09F shall be funded through Pavement Management Fund, Franchise Fee Funds, Sewer Fund, Water Fund and Special Assessments

Adopted by the City Council of Inver Grove Heights this 26th day of May 2020

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Legend

- Single-family Property
- City Property



5/19/20

City Project No. 2019-09F
Mill and Overlay (Carter Path and Carter Court)
Final Assessment Map

THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

CITY PROJECT NO. 2019-09F - CARTER PATH AND CARTER COURT MILL AND OVERLAY

BID TABULATION*

Base Bid - Schedule 1 (Street Improvements)					Engineer's Estimate		McNamara Contracting		Bituminous Roadways, Inc.		Northwest Asphalt		Minnesota Paving and Materials		Valley Paving, Inc.		Park Construction Company		Aslakson's Services, Inc.	
Item No.	Mn/DOT No.	Item Description	Unit	Est. Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	1	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$11,500.00	\$11,500.00	\$9,000.00	\$9,000.00	\$15,486.22	\$15,486.22	\$10,000.00	\$10,000.00	\$34,400.00	\$34,400.00	\$8,000.00	\$8,000.00
2	2104.503	REMOVE CURB & GUTTER	LIN FT	550	\$4.00	\$2,200.00	\$9.00	\$4,950.00	\$10.00	\$5,500.00	\$7.13	\$3,921.50	\$11.04	\$6,072.00	\$14.50	\$7,975.00	\$19.60	\$10,780.00	\$10.00	\$5,500.00
4	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	120	\$7.00	\$840.00	\$25.00	\$3,000.00	\$16.00	\$1,920.00	\$10.22	\$1,226.40	\$8.44	\$772.80	\$12.25	\$1,470.00	\$18.10	\$2,172.00	\$5.00	\$600.00
5	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	40	\$20.00	\$800.00	\$25.00	\$1,000.00	\$35.00	\$1,400.00	\$20.43	\$817.20	\$11.19	\$447.60	\$17.25	\$690.00	\$17.40	\$696.00	\$10.00	\$400.00
6	2105.507	COMMON EXCAVATION (P)	CU YD	120	\$18.00	\$2,160.00	\$40.00	\$4,800.00	\$40.00	\$4,800.00	\$26.25	\$3,150.00	\$28.94	\$3,472.80	\$65.00	\$7,800.00	\$28.00	\$3,360.00	\$30.00	\$3,600.00
8	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	20	\$150.00	\$3,000.00	\$120.00	\$2,400.00	\$182.00	\$3,640.00	\$155.92	\$3,118.40	\$159.75	\$3,195.00	\$185.00	\$3,700.00	\$153.00	\$3,060.00	\$135.00	\$2,700.00
9	2130.523	WATER	M GAL	10	\$50.00	\$500.00	\$50.00	\$500.00	\$65.00	\$650.00	\$57.75	\$577.50	\$35.78	\$357.80	\$60.00	\$600.00	\$32.20	\$322.00	\$150.00	\$1,500.00
10	2211.509	AGGREGATE BASE CLASS 5	TON	70	\$18.00	\$1,260.00	\$30.00	\$2,100.00	\$33.00	\$2,310.00	\$19.81	\$1,386.70	\$24.02	\$1,681.40	\$36.00	\$2,520.00	\$27.70	\$1,939.00	\$35.00	\$2,450.00
11	2232.504	MILL BITUMINOUS SURFACE (2", FULL WIDTH)	SQ YD	560	\$12.00	\$6,720.00	\$4.00	\$2,240.00	\$3.80	\$2,128.00	\$1.91	\$1,069.60	\$3.62	\$2,027.20	\$3.75	\$2,100.00	\$3.40	\$1,904.00	\$4.50	\$2,520.00
12	2232.504	EDGE MILL BITUMINOUS SURFACE (2", EDGE MILL)	SQ YD	3,800	\$7.00	\$26,600.00	\$2.00	\$7,600.00	\$1.45	\$5,510.00	\$1.84	\$6,992.00	\$2.54	\$9,652.00	\$2.85	\$10,830.00	\$1.55	\$5,890.00	\$2.95	\$11,210.00
13	2301.607	HIGH EARLY STRENGTH CONCRETE SURCHARGE	CU YD	22	\$25.00	\$550.00	\$18.00	\$396.00	\$18.50	\$407.00	\$18.00	\$396.00	\$30.33	\$667.26	\$32.40	\$712.80	\$18.40	\$404.80	\$30.00	\$660.00
14	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	3,600	\$1.00	\$3,600.00	\$0.60	\$2,160.00	\$0.60	\$2,160.00	\$0.63	\$2,268.00	\$0.60	\$2,160.00	\$0.58	\$2,088.00	\$0.60	\$2,160.00	\$1.25	\$4,500.00
15	2357.506	BITUMINOUS TACK COAT	GAL	600	\$3.00	\$1,800.00	\$2.00	\$1,200.00	\$3.00	\$1,800.00	\$3.15	\$1,890.00	\$1.62	\$972.00	\$1.75	\$1,050.00	\$2.95	\$1,770.00	\$6.00	\$3,600.00
16	2360.604	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	650	\$85.00	\$55,250.00	\$62.00	\$40,300.00	\$77.00	\$50,050.00	\$80.26	\$52,169.00	\$78.63	\$51,109.50	\$83.26	\$54,119.00	\$80.60	\$52,390.00	\$97.65	\$63,472.50
17	2360.604	TYPE SP 9.5 WEARING COURSE MIX (2_E, 3" - DRIVEWAY	TON	20	\$160.00	\$3,200.00	\$200.00	\$4,000.00	\$180.00	\$3,600.00	\$188.13	\$3,762.60	\$199.53	\$3,990.60	\$200.00	\$4,000.00	\$184.00	\$3,680.00	\$160.00	\$3,200.00
19	2360.602	MILL AND PATCH TRANSVERSE CRACKS	LIN FT	200	\$10.00	\$2,000.00	\$12.00	\$2,400.00	\$8.00	\$1,600.00	\$11.00	\$2,200.00	\$7.60	\$1,520.00	\$16.00	\$3,200.00	\$8.10	\$1,620.00	\$15.00	\$3,000.00
20	2531.603	CONCRETE CURB & GUTTER (SPOT REPAIR)	LIN FT	580	\$30.00	\$17,400.00	\$40.00	\$23,200.00	\$33.50	\$19,430.00	\$36.83	\$21,361.40	\$39.62	\$22,979.80	\$32.89	\$19,076.20	\$30.10	\$17,458.00	\$43.00	\$24,940.00
21	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	40	\$100.00	\$4,000.00	\$83.00	\$3,320.00	\$113.00	\$4,520.00	\$89.00	\$3,560.00	\$67.79	\$2,711.60	\$72.41	\$2,896.40	\$94.30	\$3,772.00	\$150.00	\$6,000.00
22	SPECIAL	LANDSCAPE RESTORATION ALLOWANCE	LUMP SUM	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
23	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$3,330.00	\$3,330.00	\$13,407.00	\$13,407.00	\$2,982.58	\$2,982.58	\$8,200.00	\$8,200.00	\$3,010.00	\$3,010.00	\$4,000.00	\$4,000.00
24	2573.502	STORM DRAIN INLET PROTECTION	EACH	14	\$200.00	\$2,800.00	\$125.00	\$1,750.00	\$160.00	\$2,240.00	\$200.00	\$2,800.00	\$146.60	\$2,052.40	\$190.00	\$2,660.00	\$149.00	\$2,086.00	\$400.00	\$5,600.00
25	2573.503	SEDIMENT CONTROL LOG, TYPE COMPOST	LIN FT	600	\$2.00	\$1,200.00	\$3.00	\$1,800.00	\$3.50	\$2,100.00	\$3.50	\$2,100.00	\$3.29	\$1,974.00	\$3.51	\$2,106.00	\$3.30	\$1,980.00	\$3.00	\$1,800.00
26	2574.507	BOULEVARD TOPSOIL BORROW	CU YD	50	\$36.00	\$1,800.00	\$45.00	\$2,250.00	\$52.00	\$2,600.00	\$25.00	\$1,250.00	\$44.21	\$2,210.50	\$75.00	\$3,750.00	\$44.60	\$2,230.00	\$40.00	\$2,000.00
27	2575.508	FUTERRA FIBER MAT, SEED, FERTILIZER	SQ YD	200	\$6.00	\$1,200.00	\$16.00	\$3,200.00	\$3.50	\$700.00	\$9.16	\$1,832.00	\$3.29	\$658.00	\$3.51	\$702.00	\$3.30	\$660.00	\$5.00	\$1,000.00
28	2582.518	PAVT MSSG PAINT	SQ FT	60	\$12.00	\$720.00	\$6.00	\$360.00	\$5.70	\$342.00	\$5.50	\$330.00	\$5.06	\$303.60	\$2.70	\$162.00	\$5.10	\$306.00	\$14.00	\$840.00
29	2582.503	12" SOLID LINE WHITE - PAINT	LIN FT	85	\$4.00	\$340.00	\$3.00	\$255.00	\$3.40	\$288.00	\$3.30	\$280.50	\$3.03	\$257.55	\$3.24	\$275.40	\$3.05	\$259.25	\$8.00	\$640.00
30	2582.503	24" SOLID LINE WHITE - PAINT	LIN FT	15	\$8.00	\$120.00	\$7.00	\$105.00	\$6.80	\$102.00	\$6.60	\$99.00	\$6.07	\$91.05	\$3.46	\$51.90	\$6.10	\$91.50	\$16.00	\$240.00
Base Bid Schedule 1 Subtotal:					\$160,060.00		\$132,786.00		\$139,628.00		\$145,964.80		\$144,805.06		\$157,734.70		\$163,400.55		\$169,012.50	

Base Bid - Schedule 2 (Storm Sewer Improvements)					Engineer's Estimate		McNamara Contracting		Bituminous Roadways, Inc.		Northwest Asphalt		Minnesota Paving and Materials		Valley Paving, Inc.		Park Construction Company		Aslakson's Services, Inc.	
Item No.	Mn/DOT No.	Item Description	Unit	Est. Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2104.602	REMOVE CASTING AND RINGS (STORM)	EACH	10	\$150.00	\$1,500.00	\$100.00	\$1,000.00	\$200.00	\$2,000.00	\$165.00	\$1,650.00	\$185.82	\$1,858.20	\$294.95	\$2,949.50	\$370.00	\$3,700.00	\$300.00	\$3,000.00
2	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	EACH	10	\$1,200.00	\$12,000.00	\$700.00	\$7,000.00	\$560.00	\$5,600.00	\$640.00	\$6,400.00	\$760.39	\$7,603.90	\$212.25	\$2,122.50	\$573.00	\$5,730.00	\$1,000.00	\$10,000.00
3	SPECIAL	INSTALL INTERNAL ADJUSTING RING SEALANT	EACH	11	\$500.00	\$5,500.00	\$725.00	\$7,975.00	\$945.00	\$10,395.00	\$800.00	\$8,800.00	\$748.17	\$8,229.87	\$750.00	\$8,250.00	\$924.00	\$10,164.00	\$850.00	\$9,350.00
Base Bid Schedule 2 Subtotal:					\$19,000.00		\$15,975.00		\$17,995.00		\$16,850.00		\$17,691.97		\$13,322.00		\$19,594.00		\$22,350.00	

Base Bid - Schedule 3 (Water Main Improvements)					Engineer's Estimate		McNamara Contracting		Bituminous Roadways, Inc.		Northwest Asphalt		Minnesota Paving and Materials		Valley Paving, Inc.		Park Construction Company		Aslakson's Services, Inc.	
Item No.	Mn/DOT No.	Item Description	Unit	Est. Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2504.602	ADJUST GATE VALVE	EACH	2	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$755.00	\$1,510.00	\$495.00	\$990.00	\$363.23	\$726.46	\$675.00	\$1,350.00	\$51.80	\$103.60	\$300.00	\$600.00
2	2504.602	REMOVE AND REPLACE GATE VALVE BOX	EACH	4	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00	\$1,240.00	\$4,960.00	\$1,210.00	\$4,840.00	\$3,693.02	\$14,772.08	\$1,250.00	\$5,000.00	\$507.00	\$2,028.00	\$400.00	\$1,600.00
Base Bid Schedule 3 Subtotal:					\$5,800.00		\$10,000.00		\$6,470.00		\$5,830.00		\$15,498.54		\$6,350.00		\$2,131.60		\$2,200.00	

Base Bid - Schedule 4 (Sanitary Sewer Improvements)					Engineer's Estimate		McNamara Contracting		Bituminous Roadways, Inc.		Northwest Asphalt		Minnesota Paving and Materials		Valley Paving, Inc.		Park Construction Company		Aslakson's Services, Inc.	
Item No.	Mn/DOT No.	Item Description	Unit	Est. Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2104.602	SALVAGE CASTING AND RINGS (SANITARY)	EACH	12	\$150.00	\$1,800.00	\$80.00	\$960.00	\$200.00	\$2,400.00	\$110.00	\$1,320.00	\$185.82	\$2,229.84	\$200.00	\$2,400.00	\$172.00	\$2,064.00	\$600.00	\$7,200.00
2	2503.602	FURNISH & INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	11	\$1,200.00	\$13,200.00	\$900.00	\$9,900.00	\$740.00	\$8,140.00	\$990.00	\$10,890.00	\$759.56	\$8,355.16	\$785.00	\$8,635.00	\$808.00	\$8,888.00	\$1,000.00	\$11,000.00
3	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEA	EACH	12	\$600.00	\$7,200.00	\$220.00	\$2,640.00	\$270.00	\$3,240.00	\$165.00	\$1,980.00	\$151.66	\$1,819.92	\$225.00	\$2,700.00	\$243.00	\$2,916.00	\$400.00	\$4,800.00
4	2503.602	RECONSTRUCT SANITARY SEWER MANHOLE	EACH	1	\$3,000.00	\$3,000.00	\$4,100.00	\$4,100.00	\$3,380.00	\$3,380.00	\$2,530.00	\$2,530.00	\$3,896.77	\$3,896.77	\$3,500.00	\$3,500.00	\$3,540.00	\$3,540.00	\$1,350.00	\$1,350.00
Base Bid Schedule 4 Subtotal:					\$25,200.00		\$17,600.00		\$17,160.00		\$16,720.00		\$16,301.69		\$17,235.00		\$17,408.00		\$24,350.00	

Alternate Bid - Schedule A (Pedestrian Ramp Improvements)					Engineer's Estimate		McNamara Contracting		Bituminous Roadways, Inc.		Northwest Asphalt		Minnesota Paving and Materials		Valley Paving, Inc.		Park Construction Company		Aslakson's Services, Inc.	
Item No.	Mn/DOT No.	Item Description	Unit	Est. Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	1	\$2,000.00	\$2,000.00	\$900.00	\$900.00	\$1,700.00	\$1,700.00	\$845.00	\$845.00	\$733.65	\$733.65	\$270.00	\$270.00	\$7,920.00	\$7,920.00	\$800.00	\$800.00
2	2104.503	REMOVE CURB & GUTTER	LIN FT	100	\$4.00	\$400.00	\$8.00	\$800.00	\$10.00	\$1,000.00	\$14.46	\$1,446.00	\$10.11	\$1,011.00	\$17.00	\$1,700.00	\$27.20	\$2,720.00	\$10.00	\$1,000.00
3	2104.504	REMOVE CONCRETE WALK	SQ YD	40	\$20.00	\$800.00	\$20.00	\$800.00	\$24.00	\$960.00	\$20.43	\$817.20	\$10.49	\$419.60	\$15.14	\$605.60	\$15.60	\$624.00	\$10.00	\$400.00
4	2105.507	COMMON EXCAVATION (P)	CU YD	30	\$18.00	\$540.00	\$40.00	\$1,200.00	\$40.00	\$1,200.00	\$26.25	\$787.50	\$28.55	\$856.50	\$66.50	\$1,995.00	\$24.30	\$729.00	\$30.00	\$900.00
5	2211.509	AGGREGATE BASE CLASS 5	TON	20	\$18.00	\$360.00	\$30.00	\$600.00	\$33.00	\$660.00	\$19.81	\$396.20	\$24.02	\$480.40	\$36.00	\$720.00	\$32.20	\$644.00	\$35.00	\$700.00
6	2521.518	6" CONCRETE WALK	SQ FT	250	\$8.00	\$2,000.00	\$12.00	\$3,000.00	\$16.50	\$4,125.00	\$14.75	\$3,687.50	\$7.53	\$1,882.50	\$8.05	\$2,012.50	\$15.40	\$3,850.00	\$18.00	\$4,500.00
7	2521.602	PEDESTRIAN CURB RAMP	EACH	2	\$2,000.00	\$4,000.00	\$1,100.00	\$2,200.00	\$3,200.00	\$6,400.00	\$2,850.00	\$5,700.00	\$1,263.81	\$2,527.62	\$1,350.00	\$2,700.00	\$2,910.00	\$5,820.00	\$1,750.00	\$3,500.00
8	2531.603	CONCRETE CURB & GUTTER (SPOT REPAIR)	LIN FT	60	\$30.00	\$1,800.00	\$50.00	\$3,000.00	\$33.50	\$2,010.00	\$29.50	\$1,770.00	\$30.79	\$1,847.40	\$32.89	\$1,973.40	\$30.10	\$1,806.00	\$43.00	\$2,580.00
9	SPECIAL	LANDSCAPE RESTORATION ALLOWANCE	LUMP SUM	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
10	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$400.00	\$400.00	\$2,385.00	\$2,385.00	\$2,296.81	\$2,296.81	\$2,160.00	\$2,160.00	\$357.00	\$357.00	\$700.00	\$700.00
11	2573.503	SEDIMENT CONTROL LOG, TYPE COMPOST	LIN FT	60	\$2.00	\$120.00	\$4.00	\$240.00	\$11.50	\$690.00	\$3.50	\$210.00	\$10.11	\$606.60	\$10.80	\$648.00	\$10.20	\$612.00	\$3.00	\$180.00
12	2574.507	BOULEVARD TOPSOIL BORROW	CU YD	10	\$36.00	\$360.00	\$53.00	\$530.00	\$52.00	\$520.00	\$25.00	\$250.00	\$50.55	\$505.50	\$75.00	\$750.00	\$51.00	\$510.00	\$40.00	\$400.00
13	2575.508	FUTERRA FIBER MAT, SEED, FERTILIZER	SQ YD	50	\$6.00	\$300.00	\$21.00	\$1,050.00	\$11.50	\$575.00	\$9.16	\$458.00	\$10.11	\$505.50	\$10.80	\$540.00	\$10.20	\$510.00	\$5.00	\$250.00
Alternate Bid Schedule A Subtotal:						\$14,180.00		\$18,320.00		\$21,240.00		\$19,752.40		\$14,673.08		\$17,074.50		\$27,102.00		\$16,910.00

BID TABULATION*

Alternate Bid - Schedule B (Rain Garden Construction)					Engineer's Estimate		McNamara Contracting		Bituminous Roadways, Inc.		Northwest Asphalt		Minnesota Paving and Materials		Valley Paving, Inc.		Park Construction Company		Aslakson's Services, Inc.	
Item No.	Mn/DOT No.	Item Description	Unit	Est. Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2411.602	RAIN GARDEN RET. WALL (MODULAR BLOCK)	SOFT	100	\$40.00	\$4,000.00	\$36.00	\$3,600.00	\$70.00	\$7,000.00	\$50.00	\$5,000.00	\$34.06	\$3,406.00	\$46.00	\$4,600.00	\$39.90	\$3,990.00	\$150.00	\$15,000.00
2	2411.602	RAIN GARDEN RET. WALL (BOULDER)	SOFT	100	\$40.00	\$4,000.00	\$27.00	\$2,700.00	\$70.00	\$7,000.00	\$75.00	\$7,500.00	\$25.78	\$2,578.00	\$48.00	\$4,800.00	\$31.50	\$3,150.00	\$150.00	\$15,000.00
3	2411.602	FORD A1 COVER	EACH	4	\$200.00	\$800.00	\$170.00	\$680.00	\$190.00	\$760.00	\$150.00	\$600.00	\$338.70	\$1,354.80	\$150.00	\$600.00	\$257.00	\$1,028.00	\$200.00	\$800.00
4	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER	LF	40	\$5.00	\$200.00	\$18.00	\$720.00	\$30.00	\$1,200.00	\$25.00	\$1,000.00	\$29.32	\$1,172.80	\$41.75	\$1,670.00	\$8.55	\$342.00	\$15.00	\$600.00
5	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	2	\$500.00	\$1,000.00	\$375.00	\$750.00	\$350.00	\$700.00	\$350.00	\$700.00	\$1,112.15	\$2,224.30	\$525.00	\$1,050.00	\$275.00	\$550.00	\$150.00	\$300.00
6	2504.602	4"x4" TEE (DRAIN TILE TO PVC)	EACH	2	\$150.00	\$300.00	\$225.00	\$450.00	\$165.00	\$330.00	\$300.00	\$600.00	\$606.63	\$1,213.26	\$350.00	\$700.00	\$307.00	\$614.00	\$40.00	\$80.00
7	2504.602	4" KNIFE VALVE AND BOX	EACH	2	\$800.00	\$1,600.00	\$450.00	\$900.00	\$400.00	\$800.00	\$1,000.00	\$2,000.00	\$1,718.78	\$3,437.56	\$1,400.00	\$2,800.00	\$239.00	\$478.00	\$150.00	\$300.00
8	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 1 (CURBSIDE	EACH	2	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00	\$4,500.00	\$9,000.00	\$2,500.00	\$5,000.00	\$3,312.59	\$6,625.18	\$2,500.00	\$5,000.00	\$3,330.00	\$6,660.00	\$6,550.00	\$13,100.00
9	2540.603	LANDSCAPE EDGER PLASTIC	LF	150	\$10.00	\$1,500.00	\$4.50	\$675.00	\$10.00	\$1,500.00	\$10.35	\$1,552.50	\$9.10	\$1,365.00	\$10.00	\$1,500.00	\$4.35	\$652.50	\$8.00	\$1,200.00
10	2571.527	PERRENNIAL	PLANT	300	\$1.00	\$300.00	\$20.00	\$6,000.00	\$22.50	\$6,750.00	\$23.00	\$6,900.00	\$20.22	\$6,066.00	\$22.00	\$6,600.00	\$19.30	\$5,790.00	\$4.00	\$1,200.00
11	2571.618	RAIN GARDEN PREPARATION, SAND AND COMPOST	SF	400	\$2.00	\$800.00	\$14.00	\$5,600.00	\$16.00	\$6,400.00	\$13.18	\$5,272.00	\$1.52	\$608.00	\$19.00	\$7,600.00	\$11.40	\$4,560.00	\$22.00	\$8,800.00
Alternate Bid Schedule B Subtotal:					\$18,500.00		\$28,075.00		\$41,440.00		\$36,124.50		\$30,050.90		\$36,920.00		\$27,814.50		\$56,380.00	
Base Bid (Schedules 1-4) Total:					\$210,060.00		\$176,361.00		\$181,253.00		\$185,364.80		\$194,297.26		\$194,641.70		\$202,534.15		\$217,912.50	
Ped Ramps on Cahill Alternate A Total:					\$14,180.00		\$18,320.00		\$21,240.00		\$19,752.40		\$14,673.08		\$17,074.50		\$27,102.00		\$16,910.00	
Raingardens Alternate B Total:					\$18,500.00		\$28,075.00		\$41,440.00		\$36,124.50		\$30,050.90		\$36,920.00		\$27,814.50		\$56,380.00	
Base Bid + Alternates A:					\$224,240.00		\$194,681.00		\$202,493.00		\$205,117.20		\$208,970.34		\$211,716.20		\$229,636.15		\$234,822.50	
Base Bid + Alternates A and B:					\$242,740.00		\$222,756.00		\$243,933.00		\$241,241.70		\$239,021.24		\$248,636.20		\$257,450.65		\$291,202.50	

LOW BID
2ND LOW

*Numbers that appear in red were errors made on the bid form.

April 17, 2020

Proposal QTB118948

Tom Kaldunski, PE
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for Construction Materials Testing Services
2020 Pavement Management Program- Carter Path and Carter Court Mill & Overlay
City of Project No. 2019-09F
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Carter Path and Carter Court Mill & Overlay Project in Inver Grove Heights, Minnesota.

We have completed the geotechnical and pavement evaluation for the 2020 Pavement Management Program Projects, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

This project will include primarily a mill and overlay of Carter Path from Cahill Avenue to Concord Boulevard and Carter Court from Carter Path to the Cul-de-sac. Placement of aggregate base along with spot concrete curb and gutter and sidewalk improvements will also be part of this project.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by the City of Inver Grove Heights, dated January 13, 2020.
- A geotechnical and pavement evaluation report under project number B1903377 prepared by Braun Intertec Corp., dated June 14, 2019.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Concrete Related Services

- Sample and test fresh concrete associated with general concrete placements for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyratory density, fine aggregate angularity, percent crushed, asphalt content and extracted aggregate gradation tests of the bituminous.
- Obtain cores and measure the thickness and density of the compacted bituminous pavement by the core method for compliance with the project documents. We assume the bituminous contractor will cut the cores.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports, and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume four sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- Bituminous paving will be completed in two days for this project.

- We assume your full time on-site construction observer will observe the test rolling for this project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$4,469**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work. Fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. We have not included premiums for overtime; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and material basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Services Agreement dated April 19, 2014.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact John Rutherford 651.487.7052 (jrutherford@braunintertec.com) or Andrew Valerius at 952.995.2242 (avalerius@braunintertec.com).

Sincerely,
BRAUN INTERTEC CORPORATION



John P. Rutherford
Project Manager



Andrew M. Valerius
Account Leader, Senior Project Manager



Kevin S. Zalec, PE
Project Engineer

Attachment:
Cost Estimate Table

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB118948
City of Inver Grove Heights 2019-09F Project

Client:

City of Inver Grove Heights
Tom Kaldunski
8150 Barbara Ave
Inver Grove Heights, MN 55077
(651) 450-2500
cbauer@invergroveheights.org

Work Site Address:

Carter Path from Cahill Avenue to Concord
Boulevard
Carter Court from Carter Path to Cul-de-sac
Inver Grove Heights, MN 55076

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Concrete Testing				\$1,574.00
261	Concrete Testing	10.00	Hour	71.00	\$710.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	2.00	Trips	2.50	5.00
	Flatwork	2.00	Trips	2.50	5.00
1364	Compressive strength of concrete cylinders, per specimen	16.00	Each	25.00	\$400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	2.00	Sets	4.00	8.00
	Flatwork	2.00	Sets	4.00	8.00
278	Concrete Cylinder Pick up	4.00	Hour	54.00	\$216.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	4.00	Trips	1.00	4.00
1861	CMT Trip Charge	8.00	Each	31.00	\$248.00
Activity 1.2	Pavement Testing				\$2,204.00
2689	Bituminous Mixture Testing	2.00	Each	600.00	\$1,200.00
209	Sample pick-up	2.00	Hour	71.00	\$142.00
221	Bituminous Coring	6.00	Hour	93.00	\$558.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Contractor Coring	2.00	Trips	3.00	6.00
1542	Thickness and Density of Bituminous Core	4.00	Each	45.00	\$180.00
1861	CMT Trip Charge	4.00	Each	31.00	\$124.00
Activity 1.3	Project Management				\$691.00
226	Project Manager	3.00	Hour	149.00	\$447.00
228	Senior Project Manager	1.00	Hour	169.00	\$169.00
238	Project Assistant	1.00	Hour	75.00	\$75.00
Phase 1 Total:					\$4,469.00

Proposal Total: \$4,469.00