

**Inver Grove Heights City Council**  
**In Person Meeting and via Zoom (Hybrid Meeting)**

**Monday, September 14, 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](mailto: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](mailto:rkiernan@invergroveheights.org)). Comments received prior to 4:00 p.m. on Monday, September 14, 2020, will be provided to the Council at or before the September 14, 2020 meeting. **Phone Number to Reach Meeting: 651-450-2471**

**1. Call to Order**

**2. Roll Call**

**3. Presentations**

**4. Consent Agenda**

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

- A.** Minutes from the August 10, 2020 City Council Meeting.
- B.** Disbursements for Period Ending September 9, 2020.
- C.** Consider Approval of Rental Licenses.
- D.** Consider Approval of Personnel Actions.
- E.** Consider Pay Request #4 to Dahn Construction - Heritage Village park Phase II - City Project 2017-07.
- F.** Dakota Communications Center operations.
- G.** Approve the Final Plat, Development Agreement, Storm Water Maintenance Agreement, and Wetland Mitigation plan for wetland replacement for the plat of Pine Bend Estates. (Alliant Ventures III, LLC).
- H.** Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 4709 Babcock Trail.
- I.** Consider a Resolution Providing Support and Authorizing Application to the Minnesota Department of Transportation for a Standalone Noise Barrier for City Project No. 2019-15 - TH 52 Noise Barrier, Barbara Neighborhood.
- J.** Consider a Resolution Providing Support and Authorizing Application to the Minnesota Department of Transportation for a Standalone Noise Barrier for City Project No. 2020-11 - TH 52 Noise Barrier, Beckman Neighborhood.
- K.** Consider Resolution Accepting Proposal for Preparation of a Feasibility Study for Argenta Trail Drainage Improvements (69<sup>th</sup> Street to 65<sup>th</sup> Street - Basin F-025).
- L.** Consider Resolution Accepting Proposal for Regional Basin IGT-B-3 Water Level Management Feasibility Study.
- M.** Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2019 Pavement Management Program, City Project No. 2019-09C - Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

- N.** Consider a Resolution Ordering Feasibility Study, Accepting Engineering Services Proposal from Short Elliot and Hendrickson, Inc. (SEH), Authorizing Assessment Benefit Analysis, and Authorizing Geotechnical Services for City Project No. 2021-09D Bryant Lane Area Improvements (aka Majestic Woodlands).
- O.** Consider Resolution Accepting Quotes and Awarding Project for City Project No. 2020-07 – River Road Culvert Repair.
- P.** Consider Resolution Accepting Quotes and Awarding Project for City Project No. 2020-08 – Old Concord Boulevard Washout Repair.
- Q.** Consider Resolution Authorizing Staff to Submit an Application for Minnesota Highway Freight Program Funding Solicitation in Fiscal Year 2023 – 2025 for the Reconstruction of 117<sup>th</sup> Street.
- R.** Consider Resolution Approving a Joint Powers Agreement with Dakota County to Receive Environmental Legacy Fund (ELF) Grant Funding for the Heritage Village Park.

**5. Public Comment**

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

**6. Public Hearing**

**7. Regular**

***Finance***

- A.** Consider Resolutions Adopting the Proposed Tax Levy for Payable 2021, Adopting the Proposed 2021 Budgets, Adopting the Proposed Watershed Management Taxing District Tax Levy Payable for 2021, and Set the Date and Time for the Regularly Scheduled Meeting where the Budget will be Discussed.
- B.** Consider Coronavirus Relief Fund Spending Plan Resolution.
- C.** Delegate Authority of Small Business and Non-Profit Assistance Program to the EDA.
- D.** Consider Resolution Approving Service Contract with Harris Inc. of CityView Software implementation and Authorize Execution of Necessary Contract by City.

***Community Development***

- E.** Consider Resolution Authorizing October 12, 2020 Public Hearing on Consideration of Public Subsidy for Crossing as Inverwood Multi-Family Apartment Project (152 units).

***Legal***

- F.** Data Practices Investigation Report update and proposed process.

**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](mailto:rkiernan@invergroveheights.org).



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

\*\*In Person Meeting and via Zoom\*\*

**1. CALL TO ORDER:**

The City Council of Inver Grove Heights met in regular session on Monday, August 10, 2020, both in person and via Zoom Video Conferencing. Mayor Tourville called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

**2. ROLL CALL:**

Present in Person: Mayor Tourville, Council Members: Piekarski Krech, Bartholomew, Perry, and Dietrich; City Administrator Lynch, City Attorney McCauley Nason, Park and Recreation Director Carlson, City Engineer Kaldunski, and City Clerk Kiernan.

Present Via Zoom Video Conferencing: Technology Manager Gade, Community Development Director Rand, City Planner Hunting, and Public Works Director Thureen.

**3. PRESENTATIONS:**

There were no Presentations.

**4. CONSENT AGENDA:**

**A.** Minutes from the July 13, 2020 City Council Meeting.

**B.** Disbursements for Period Ending August 5, 2020. **Resolution 2020-149.**

**C.** Consider Approval of Rental Licenses.

**D.** Consider a **Resolution 2020-150** approving a Conditional Use Permit to operate a beauty salon at the property located at 8135 Claymore Avenue. (Miranda Carlson – Case No. 20-20C).

**E.** Consider Pay Request #4 (Final) – General Sheet Metal Company, LLC for VMCC/Grove HVAC Project.

**F.** Consider Approval of Proposal with WSB Inc. for Heritage Village Park Phase III Development.

**G.** Consider Approval of Golf Membership Program. (Request to move to August 24, 2020 City Council Meeting).

**H.** Consider Adopting a **Resolution 2020-151** to Authorize and Ratify Submission of the 2020 Grant Application with MN Public Facilities Authority (PFA) for a Point Source Implementation Grant for City Projects.

**I.** Consider **Resolution 2020-152** Accepting Proposal for Stormwater Plan Review Services from Wenck for Property Located at 7120 Allen Way (Builder Jones).

**J.** Consider Resolution **2020-153** Approving the Agreement for the School Resource Officer Program with ISD No. 199 for the 2020 to 2021 school year.

**K.** Consider Approval of Personnel Actions.

**L.** Consider **Resolution 2020-154** Assigning the City Clerk as the Data Practices Officer.

Al Eiden requested pulling Agenda Item 4F.

Councilmember Dietrich requested pulling Agenda Item 4L.

**Motion by Bartholomew second by Perry to approve the Consent Agenda with the exception of Agenda Items 4F and 4L.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Agenda Item 4F. F. Consider Approval of Proposal with WSB Inc. for Heritage Village Park Phase III Development.**

Al Eiden, 7810 Boyd Avenue, stated he was familiar with the project and has concerns. He requested when Phase 3 is approved adding on a contingency factor as a part of the project to receive answers about operations and some of the financing issues that may occur. Mr. Eiden handed information to the City Clerk.

Mr. Eiden was concerned with the all-inclusive play area and the operations. He stated he has asked questions about safety, the equipment, and hours of operation. Other concerns were about financing and having money available. He commented that it may be wise not to approve any phases at this time. He stated in the first proposal the area was to cost approximately \$500,000 with \$300,000 raised independently, he believed that was up to \$800,000 with \$100,000 being raised. To date \$10,000 to \$15,000 has actually been raised.

Mayor Tourville stated if there is not any money for a playground, there is no playground. This isn't for approval for a playground, this is for getting the property ready. He stated they would try to answer the questions asked. Councilmember Bartholomew stated he agreed with Mr. Eiden that any other improvement would be discussed by the Council.

**Motion by Piekarski Krech second by Bartholomew to receive the information from Mr. Eiden.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Councilmember Dietrich stated in the proposal on Page 44 it still says the curbing may be included as an alternate. She stated the "inclusive" word was left off from her question last time about being re-written. She asked what the process would be for approving the change order. She asked who the City Entity was that would be approving this.

Park and Recreation Director Eric Carlson responded the City entity is the City Council. He stated the Council desired the playground container be an add-alternate when the bids come in. There may be a base bid, an add-alternate for the playground container, which can be chosen to add to the project, or not, and may be an add-alternate for other items.

Mayor Tourville stated Councilmember Dietrich asked that the curbing be taken out. He said the Council asked if it could be an alternate and then agreed that it could. Councilmember Dietrich stated if it comes back to Council, she does not have a problem with the way it is written, but felt it was gray in the proposal. Park and Recreation Director Carlson responded based on Council direction, it will include the playground container as an add-alternate. The Council will have the opportunity to vote for or against based on bid numbers.

Councilmember Dietrich stated she was pleased to see the Golf Course promotion on the Agenda.

**Motion by Bartholomew second by Perry to approve Agenda Item 4F. Consider Approval of Proposal with WSB Inc. for Heritage Village Park Phase III Development with the information provided and received by Mr. Eiden and comments made.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Agenda Item 4L. Consider Resolution Assigning the City Clerk as the Data Practices Officer. Resolution 2020-154.**

Councilmember Dietrich stated it is common in most statutory cities that it is the job of the Clerk to do Data Practices Compliance. She asked who the responsible authority was prior to the hire of the new City Clerk. She asked why this job description item is on the Consent Agenda.

City Attorney Bridget McCauley Nason responded to the second question stating under State Statutes it requires that a responsible authority and a Data Practices Compliance Official be appointed by the City. The responsible authority, until an individual is designated by the local government in a statutory City, would be the Clerk. The rules require the responsible authority be appointed by name, not just by position. She stated the City Clerk has already been appointed as a Data Practices Compliance Official. To confirm there is no question about that, the Resolution names her as both responsible authority and the Data Practices Official. She responded prior to the hiring of the City Clerk it was the City Administrator serving as the Interim Deputy Clerk.

City Administrator Lynch stated it was not done by official action like the Resolution on the Agenda, he took over that responsibility because he was designated as the Interim Deputy Clerk.

**Motion by Dietrich second by Perry to approve Agenda Item 4L. Consider Resolution 2020-154 Assigning the City Clerk as the Data Practices Officer.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT:**

Al Eiden, 7810 Boyd Avenue, stated he would like a change in Park Commission meetings and would like all business of the Commission conducted at their regularly scheduled meeting which takes place at 7:00 p.m. the second Wednesday of every month. He stated the Commission has gone to a lot of workshops even though they are listed as open meetings. They are not televised and there are no minutes. He commented as a member of the public he has very little information about what the Commission is doing. He would like the Commission to conduct their business in the City Council Chambers and see how and what they are doing.

He suggested another option they could take which would be to publicize the workshops they hold at 6:00 p.m. as a regular meeting. Have them televised with minutes like they do with the regular meetings. He commented that he would like information about what the Commission is doing. The only way to do that is to watch and read the minutes.

Mr. Eiden gave examples to the City Clerk.

Mayor Tourville stated he would notify the Park and Recreation Commission of Mr. Eiden's concerns and request.

**Motion by Piekarski Krech second by Perry to receive Mr. Eiden's information with the request it is forwarded to the Park and Recreation Commission.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Frank Rauschnot, 582 County Road 8b, Woodville, Wisconsin, stated he watched the previous City Council meeting and couldn't believe what he watched regarding the data breach. He commented it was disgusting how it was handled. He stated he would be willing to take over the City Administrator's job and straighten this situation out. He commented there have been problems here for years and it was time the Council started to do something about it. He stated he knew he could do the job, he is very diverse in many things, and also has many Attorney firms that would be willing to take over the City Attorney's job.

He stated he has dealt with the City for many years. The incompetence, stupidity, and corruption are out of control and it is time to straighten it out. He stated there needs to be a different direction because what is happening now doesn't seem to work and is costing taxpayers a lot of money in wasted time and Attorney fees. This takes away from doing better for the citizens and the Community. He stated he would like to look into the option of doing the City Administrators job at a reduced price. He commented the Mayor was a big part of the problem.

Mayor Tourville stated there have been numerous emails and comments on social media about why the City Council doesn't tell citizens what is going on. He stated they cannot because the investigation isn't done. He stated it was requested to be rescheduled to August 24<sup>th</sup>. When the investigation is complete, they can look at what happens from there.

## **6. PUBLIC HEARING:**

## **7. REGULAR AGENDA:**

### ***Administration:***

#### **A. Consider the Second Reading of an Ordinance Amendment regarding Psychological/Medical Examinations.**

City Administrator Lynch stated this is the Second Reading of an Ordinance Amendment regarding the Psychological/Medical Examinations portion of the Personnel Policy. The First Reading took place on July 27<sup>th</sup> and was accepted and adopted by the Council. Council directed Staff to send a copy to all City Staff, which has been done. There have not been any further changes since the July 27<sup>th</sup> reading.

#### **Motion by Bartholomew second by Piekarski Krech to approve the Second Reading of an Ordinance Amendment regarding Psychological/Medical Examinations.**

**Ayes: 5**

**Nays: 0      Motion carried**

### ***Community Development:***

#### **B. Impervious Surface Maximum:**

- 1. Consider the Third Reading of an Ordinance Amendment to eliminate the need of a conditional use permit to exceed the impervious surface maximum in the A, E-1, E-2, R-1A, R-1B and R-1C zoning districts.**
- 2. A Resolution authorizing summary of publication for the ordinance. Resolution 2020-155.**

Community Development Director Heather Rand stated this is the Third Reading of an Ordinance Amendment. Impervious surface is limited on single family residential lots so often that the Code has a provision that allows the lot owner to exceed the impervious surface by up to 10% with a Conditional Use Permit (CUP). She stated one of the requirements of the CUP is that the property owner must

obtain a SWFMA (Stormwater Facilities Management Agreement). Staff recommends passing the Ordinance change.

**Motion by Bartholomew second by Perry to approve the Impervious Surface Maximum:**

**1. Consider the Third Reading of an Ordinance Amendment to eliminate the need of a conditional use permit to exceed the impervious surface maximum in the A, E-1, E-2, R-1A, R-1B and R-1C zoning districts.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Bartholomew second by Perry to approve the Impervious Surface Maximum: 2. A Resolution 2020-155 authorizing summary of publication for the ordinance.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**C. Consider the Third Reading of an Ordinance Amendment to eliminate the need for a conditional use permit allowing sheet metal siding on accessory structures in the A, and E-1 zoning districts.**

City Planner Allan Hunting stated this is the Third Reading. The First Reading took place on July 13<sup>th</sup> and the Second Reading on July 27<sup>th</sup>. No changes were suggested by the City Council or Staff. This is an Ordinance to simplify the Building Permit process. Staff supports they streamline so residents can address this through the Building Permit process and do not have to go through a Public Hearing. He stated Staff recommends the Third Reading of the Ordinance.

Councilmember Bartholomew stated they are not changing any requirement. The minimum requirement is 29-gauge steel, which is the same thickness for steel clad.

**Motion by Bartholomew second by Piekarski Krech to approve the Third Reading of an Ordinance Amendment to eliminate the need for a conditional use permit allowing sheet metal siding on accessory structures in the A, and E-1 zoning districts.**

**Ayes: 5**

**Nays: 1      Motion carried.**

**D. Consider the Second Reading of an Ordinance Amendment deleting Ministorage facilities (with caretaker quarters) and outdoor vehicle storage as a conditional use in the B-3, General Business District.**

City Planner Hunting stated this is for the Second Reading of the Ordinance. The first meeting was on July 13<sup>th</sup>. No changes were suggested. He stated Council asked Staff to notify all B-3 zoned properties. There were 145 mailings sent out on July 22<sup>nd</sup>. Three inquiries were received by mail, one previous, and six phone calls. Some of the emails were opposed to the Ordinance change, and the phone calls were general discussion. Staff recommends eliminating the mini storage operation use from the B-3 Zoning District, but allowing it to remain in the I-1 and I-2.

Councilmember Bartholomew asked for the ramifications of the Ordinance change for existing storage facilities that are in the B-3 and the legal non-conforming use that it would create in the B-3. City Planner Hunting responded if this is approved, there are three existing mini storage in the B-3 that would become legal non-conforming uses. They would be allowed to remain as is, but would have

some limitations to expansions they may propose in the future. If there are any uses solely outdoor storage, they would not be allowed to expand beyond what exists today. This puts a limitation on future building additions. Councilmember Bartholomew asked if legal non-conforming permits the individual to sell the business as a legal non-conforming. City Planner Hunting responded that was correct.

Councilmember Piekarski Krech stated she has received phone calls with some questions about some of the B-3 properties zoned B-3 and if they should be something else given the areas, they are located in. She stated the intent was to try to keep the central City area business oriented, and have storage facilities be more peripheral use in less developed areas. There are properties on the outer edge of the City that do not meet this. She asked if they need to look at the properties that have objected to what is being done, and if they are best as B-3 or would do better at a different zoning.

Mayor Tourville stated another issue was that they were having numerous requests for storage. The City was looking at how many storage units the City could have and support. City Planner Hunting displayed a zoning map of the City and stated an individual along Highway 52/55 has property with a vacant house on it. It is zoned B-3 commercial and he would like to do mini-storage. This is located next to property zoned I-1 along the Highway. He stated that parcel could be more suited for I-1 zoning rather than B-3.

City Planner Hunting stated another concern was raised with a parcel located on the south end of the Arbor Pointe development the trailer sales building. They are not doing that kind of use. There is a vacant piece owned by Walmart. They do not see any issues in that area. He stated another concern came from the owner of a shopping center that used to be a B-4 center and changed to B-3 when Pawn America came in and was a periphery use. It is not appropriate to change that one to I-1 zoning.

Mayor Tourville stated a car dealership asked if this change would affect what they are doing. City Planner Hunting responded because they had storage of vehicles, they wanted to ensure this didn't impact that part of the use. It does not because they are a whole separate use.

Councilmember Piekarski Krech asked if the rest of the B-3 areas were already developed. City Planner Hunting responded that was correct. There is one piece in the far northwest that is vacant. Most of the B-3 are occupied. There are a few off of 65<sup>th</sup> and Cahill that are vacant. He stated B-3 has a small number of parcels that are vacant and not in any kind of use.

Mayor Tourville questioned if people that sent emails or called with questions would want to express those concerns to the City Council before the Third Reading. Councilmember Piekarski Krech stated this was tough because they are trying not to have the entire City covered in mini storage facilities. She commented she also wants people to have use of their property to do things. She asked about the Conditional Use Permit and if they could make it that you could only get a CUP for mini storage in B-3 if outside of a residential area or don't impact a residential area. She commented she wasn't sure those types of conditions could be listed.

Mayor Tourville stated people may still have concerns, they could come to the Third Reading or put them in writing. Councilmember Bartholomew stated he thought that was wise to reach out to property owners to get a feeling about what they are thinking about for the use of their property.

Mayor Tourville suggested doing the Second Reading and having City Planner Hunting contact those that had questions to see if they would like to express their concerns to the City Council for the Third Reading. Councilmember Bartholomew stated there is a need to challenge Staff to be a problem solver and suggest other alternatives for the property and see if it's a fit. City Planner Hunting

responded they could get in touch with those that had an issue and see if there is another solution. Councilmember Bartholomew stated the need to understand what would happen if this passes and make it clear to them that some of their land use may go away. If they have any ideas, they should share them with the City Planner to see if they could come up with something that would benefit the City, the property owners, and the neighbors.

Mayor Tourville asked if the Council was comfortable having the Second Reading or if they should wait. Councilmember Bartholomew suggested waiting until Staff has a chance to visit this. City Attorney Bridget McCauley Nason responded the Council could move to table the Second Reading to the next meeting or the first meeting in September. Councilmember Bartholomew suggested moving it to the first meeting in September.

**Motion by Bartholomew second by Piekarski Krech to table the Second Reading of an Ordinance Amendment deleting Ministorage facilities (with caretaker quarters) and outdoor vehicle storage as a conditional use in the B-3, General Business District until the first meeting in September, on the 14th, 2020.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**E. Consider a Resolution Authorizing a COVID-19 Small Business Assistance Grant Program and request Dakota CDA to administer. Resolution 2020-156.**

Community Development Director Heather Rand stated the City recently received a \$2.6+ million-dollar allocation in Federal Government Corona Virus Aid and Relief (referred to as the CARES Act). The funding is to be utilized for reimbursing the City and its agents for certain eligible expenses. She stated the City Administrator and the Finance Director have been working closely with Ehlers to ensure they comply with Federal Rules and Regulations. Conversations have been had with Department Heads to identify uses appropriate for the funds. Staff intends to bring a CARES Act spending plan before the Council for discussion at the September 8<sup>th</sup> Work Session. Staff is recommending some of the funds be set aside, up to 16%, for the creation of a small business relief program, and a non-profit, as it relates to their needs relating to Covid-19. She stated they are suggesting Council set aside up to \$270,000 for the Small Business Relief Program. It is suggested the rules and criteria of the program conform with the rules and criteria for qualification that meet the Federal Government Guidelines Grant Criteria from the State of Minnesota Department of Employment and Economic Development and also Dakota County.

She stated Staff suggests the Council approve to set aside funds up to the \$270,000 following the same criteria so they can make use of Dakota County's third-party Administrator. If small businesses have made application to the State and County, this would be a third opportunity for them to be funded. She stated they are also adding a component of a similar program for non-profits within the City. They need Council to approve the Resolution as it authorizes the administrative fee, cooperation, and for entering into a Contract with Dakota County CDA who already has a Contract with a third-party Administrator for the Administration of the Small Business Covid Relief Program. She stated a third-party Administrator is critical as it allows the application and follow-up required to be handled by an outside third party. Items include payroll and tax records. It can remain within the care of the third-party Administrator and not become public information.

In summary, Community Development Director Rand stated the recommendation for Council as follows:

- Allocate funds up to \$270,000



- Grants would not exceed \$10,000 per business

Rules include:

- Businesses with 50 or less employees
- Does not include Grants for home occupation businesses with the exception of childcare businesses

Criteria for Non-Profit assistance:

- Requesting an allocation set aside of up to \$140,000
- To qualify the non-profits must be considered non-profit by the Federal Government/IRS

Information in the Council packets state they must be physically located within City limits. She suggested striking that portion because some non-profits that have done work in our City are not located in Inver Grove Heights. For example: Neighbors Inc. is located in South St. Paul. Distribution of funds will be approved by the City Council prior.

**Motion by Bartholomew second by Perry to approve Resolution 2020-156 Authorizing a COVID-19 Small Business Assistance Grant Program and request Dakota CDA to administer.**

**Ayes: 5**

**Nays: 0      Motion carried.**

***Engineering/Public Works:***

**F. Consider Resolution Accepting Stormwater Modeling Report for Regional Basin IGT-B-3 and Surrounding Drainage Area (89th Street E. and Concord Hills) from Barr Engineering. Resolution 2020-157.**

City Engineer Tom Kaldunski stated they had a meeting last week with residents around the area to share the details of the report. A brief overview of the findings would be given, and hope the City Council will accept the report at the end of the discussion. He stated the Council should consider the Resolution to give guidance on getting the report approved and discuss how to consider a policy on pumping in the future. He commented that there are many basins that are landlocked, and believe a policy would be helpful. He stated to note, the report has a list of options that would be best served by discussing the solutions or improvement projects at a Council workshop, but would look for Council guidance on that.

Greg Fransen, Barr Engineering Company, gave a summary of the report stating they were asked by the City Engineering Department to propose a study for the basin due to high water elevations being reported by residents. The first proposal was to do a Hydrologic Study. When it was submitted to Engineering, prior to a Council meeting, there was a very large five-inch rainfall event. They assisted the City in doing a temporary pumping project. The project was to lower the elevation about three feet. The elevation was at 896 feet. They were told by the DNR the lowest they could bring it down was to 893.

He stated the definition of the Ordinary High Water Elevation is the elevation at which the water reaches often enough to leave visible marks. Marks include erosion or on the vegetation. He stated the following in summary:

- Pump started: July 17, 2020
- Pump turned off: July 23, 2020
- 6.3 million gallons pumped out to reduce water elevation by 3 feet to 893.0 feet
- Equipment has remained in place temporarily in case of additional rainfall
- Pond elevation on August 10, 2020 was 892.9 feet

The original study proposed for land use and drainage patterns:

- Contributing area is 0.3 acres smaller than historic conditions (1% difference).
- Impervious area increased from 0.7 acres to 3.8 acres. Mostly associated with the construction of 87<sup>th</sup> Street East.
- The Concord Hills Development met City stormwater management standards at that time.

He stated they looked into what has been going on with rainfall, precipitation, and snow melt. There is a trend going on where the water is building up above normal every year and is increasing yearly. When consecutive years are had, the typical evaporation can't happen because water is continually adding to it. He stated wetlands form based on normal rainfall, the area of the wetland is defined by the normal cycle, when above normal, they expand, below normal they shrink. In 2019 the entire area has been inundated.

Mr. Fransen stated the following from the Hydrology Study Summary:

- Historic water elevations: High water elevations correlate with period of above normal precipitation. Also correspond with period following 87<sup>th</sup> Street/Concord Hills construction.

He stated part of the study was to try to separate that out and find out if it was caused by either of those two things, or other factors.

- Simulations predict that land use changes contribute to increased water elevations. Models were run with and without impervious, resulted in higher water elevations when run with impervious.
- Seepage to groundwater is an important influence, but is difficult to quantify.
- Model can predict general trends.
- Model can be used as a tool to compare water level management options.

He stated there are various options to take ranging from the most passive to the most active, cheapest, or most expensive.

Councilmember Bartholomew asked if the impervious surface was increased by three acres due to the road. Mr. Fransen responded it was the road, houses, and the cul de sac. It's driveways, sidewalks, footprints of the houses, and roadways. He stated the model includes existing conditions compared to updated conditions, both models include the homes on the south side of the basin. The increase is the new impervious created after the development.

Mayor Tourville commented that it looked like the City as a whole went through a wet period of time. Mr. Fransen responded the City has been above normal for rainfall for the last six years. Normal rainfall is approximately 31 inches, called the 30-year normal, and is based on the last three full decades. He stated the last year used in that calculation was 2010. Next years totals will be new and include the year 2020. He stated they have noticed anywhere from 35 to 40 inches has been occurring over the last six years. In 2020, stats were run through August 6<sup>th</sup>, they are four inches above normal so far this year. This does not include the most recent rainfall.

Councilmember Piekarski Krech stated this waterbody has changed. She asked what level should be expected, maintained, and how to keep that. She questioned if it would stabilize. City Engineer Kaldunski stated they feel the report includes good data, but may need a specific height to specify when they would start the pumps. Councilmember Piekarski Krech asked if they need to pump or if they could make the body larger to give extra capacity. She stated that pumps create a disturbance. Mr. Fransen responded the water body is DNR protected water. A permitting process would be needed through the DNR asking to deepen and dredge it. The DNR doesn't like to do that easily. He commented one issue would be that it wouldn't change the water elevation itself, if rainfall continues to be above normal, it will keep increasing. With increasing the size, it covers, evaporation can actually take the volume away because it has more surface. It seeps water out best on the fringes not at the

bottom. He stated that would be an option to study. It would be a permitting study and a physical property study.

Councilmember Piekarski Krech stated with pumping, they would still need DNR permits. Mr. Fransen responded those were easier permits.

Mr. Fransen responded to what could be expected stating that wetlands form according to the normal precipitation. If water continues in the trend, they would be establishing the wetland at a higher elevation and may stabilize there. If the trend goes upward, the water elevation would increase.

Councilmember Piekarski Krech asked if they could do something to make the drainage to the next line happen sooner. Mr. Fransen responded that was included as one of the options. Putting a pipe towards the east to the lower wetland, the issue is that one is landlocked.

Mayor Tourville asked if this had been shared with the neighborhood. City Engineer Kaldunski responded they spoke about the report at the meeting last week but have not distributed it yet.

Mayor Tourville stated they need to take a look at a policy. He asked if it made sense to look at seven items in the report and have another neighborhood meeting. City Engineer Kaldunski responded that would be a good idea, to pick less than seven and get the costs behind them. He stated he could work with Mr. Fransen and have another neighborhood meeting. The report would be distributed to the neighborhood beforehand.

Councilmember Piekarski Krech stated it affects properties differently, there needs to be an equitable solution. Mr. Fransen responded that was true, he commented they also discussed how this fit in with other landlocked basins around the City. City Engineer Kaldunski stated anything they do in terms of a policy would have to be done in a way to include all of the basins in the City. He stated for example, with the 100-year flood plain elevation, houses would need to be two feet above it. If water is within two feet, or within the 100-year flood elevation, that could be picked as the trigger point. In terms of a pumping perspective, they need to be aware of where they are pumping, they were concerned about the building and other improvements on the property being spoken of. He stated there is a lot of criteria to consider as they determine what this policy is going to be.

Councilmember Piekarski Krech stated she would like them to look at where they impact and when they are getting criteria. Pumping to another basin could create another problem down the line. She felt the rainfall events are going to increase over the years, and that homes may need to be built beyond the two-foot level. City Engineer Kaldunski responded some Communities have been modeling differing events and identifying areas in that trouble spot if that rainfall were to hit. He stated the City should look into the trouble spots in the event they get a higher-level storm. Mr. Fransen stated those are referred to as Resiliency Studies. They identify areas that are going to be compromised and then try to figure out how to be resilient and keep the infrastructure and private property intact.

Mayor Tourville stated they should put priority to this area while looking at the global parts of the City. City Engineer Kaldunski responded the neighborhood has been very willing to give input. He stated he would likely tell the Contractor he doesn't need to keep his pumping equipment there. The equipment can be brought back if needed. It costs approximately \$350.00 to \$375.00 a day to have the pump sitting there. He stated additional feedback was received today in the form of an email from Carrie Shatek that should be recognized formally.

**Motion by Piekarski Krech second by Perry to receive the correspondence from Ms. Shatek.**

**Ayes: 5****Nays: 0      Motion carried.**

**Motion by Bartholomew second by Perry to accept the Resolution 2020-157 Accepting Stormwater Modeling Report for Regional Basin IGT-B-3 and Surrounding Drainage Area (89th Street E. and Concord Hills) from Barr Engineering.**

**Ayes: 5****Nays: 0      Motion carried.**

Lisa Lencowski, 3945 89<sup>th</sup> Street East, is one of the properties directly impacted by the rising water in the IGT-B-3 Basin. She stated they purchased the home in August 2006 because of the acreage, mature woods, thriving wildlife, and the privacy. She stated they have watched the water slowly engulf theirs and their neighbor's properties along with the loss of mature trees. In 2017 it became clear to them that the water was going to continue to rise. She commented that her husband reached out to the City Engineer to discuss the issue and met on their property. At that time only trees and land were compromised, no building, septic, or wells were in danger, so nothing was done. She stated the above average rainfall caused the rising water to become an emergent situation resulting in additional tree loss and a potential compromise of the septic and well systems on their properties. Temporary pumping was completed and Barr was hired to do a water study and make recommendations to the City. She stated they are pleased with the results of the pumping and were shocked to see how much land and trees were absorbed into the water basin over the years. She urged the Council not to consider Options 1 and 2 in the Barr report. The options are a wait and see approach. She commented that her husband has spent countless hours and money mitigating the damage to their property. The basin should never have been allowed to encroach onto their property. She stated they cannot move forward with the plans for their property if nothing is done. A long-term solution is needed to keep the water at a stable level.

She stated she has pictures of their property she would like to give to the City Clerk for the Council to view.

**Motion by Piekarski Krech second by Perry to receive the correspondence/photos from the Lencowski's.**

**Ayes: 5****Nays: 0      Motion carried.**

Mayor Tourville asked the City Engineer when they would set up the meeting.

Ms. Lencowski stated she received the report from Kathy Fischer on Thursday. City Engineer Kaldunski stated it is a matter of picking a date, possibly next week. Mayor Tourville asked to put this on the Agenda for the first meeting in September.

Public Works Director Scott Thureen stated another point to address would be that the current DNR Water Appropriation Permit expires at the end of September. More than three quarters of the volume allowed to pump is with that permit. He suggested applying for another permit that extends them to the end of October, and also adjusting the volume, so if needed, all they have to do is get the Contractor out there with the approvals already in place. Mayor Tourville stated they do not need Council approval, but asked to keep the Council updated on what they are doing.

**8. EXECUTIVE SESSION:****A. Closed Session Pursuant to Minn. Stat. SS 13D.05, Subd.3(c)(3) to develop or consider offers or counter offers for the potential purchase of real property for park purposes in the Northwest Area.**

City Attorney Bridget McCauley Nason stated the Council is being asked to consider moving into a closed session Pursuant to Minn. Stat. SS 13D.05, Subd. 3(c)(3) in order to develop or consider offers or counter offers for the potential purchase of real property for park purposes in the northwest area. The particular real property that is the subject of the closed session is identified as follows:

1. Falcon Partners. 1285 70<sup>th</sup> Street. PIN# 20-00600-78-012
2. Jim Peltier. 7250 Argenta Trail. PIN# 20-00700-06-012
3. Glenlin Properties LLC. 1466 70<sup>th</sup> Street. PIN# 20-00700-05-018
4. Joe Fleming. No street address, located on South Robert Trail. PIN# 20-27090-00-010

Once Council moves into Executive Session, the Executive Session will be recorded and will have to identify for the record, all persons present during the closed portion of the meeting. The closed portion of the meeting will be held in the Council Chambers and will commence immediately upon Motion and approval by the Council.

**Motion by Piekarski Krech second by Perry to move into Executive Closed Session Pursuant to Minn. Stat. SS 13D.05, Subd.3(c)(3) to develop or consider offers or counter offers for the potential purchase of real property for park purposes in the Northwest Area at 8:53 p.m.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**9. MAYOR AND COUNCIL COMMENTS:****10. ADJOURN:**

Minutes prepared by Recording Clerk Sheri Yourczek

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

Meeting Date: September 14, 2020  
 Item Type: Consent  
 Contact: Amy Hove 651-450-2521  
 Prepared by: Bill Schroepfer, Accountant  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input checked="" type="checkbox"/> | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of August 20, 2020 to September 9, 2020.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending September 9, 2020. The detail of these disbursements is attached to this memo.

|                                 |                              |
|---------------------------------|------------------------------|
| General & Special Revenue       | \$855,497.29                 |
| Debt Service & Capital Projects | 1,063,252.05                 |
| Enterprise & Internal Service   | 315,808.49                   |
| Escrows                         | 500,375.84                   |
|                                 | <hr/>                        |
| Grand Total for All Funds       | <u><u>\$2,734,933.67</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 August 20, 2020 to September 9, 2020 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 2020-172**

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING September 9, 2020**

**WHEREAS**, a list of disbursements for the period ending September 9, 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       | \$855,497.29                     |
| Debt Service & Capital Projects | 1,063,252.05                     |
| Enterprise & Internal Service   | 315,808.49                       |
| Escrows                         | 500,375.84                       |
| <br>Grand Total for All Funds   | <br><u><u>\$2,734,933.67</u></u> |

Adopted by the City Council of Inver Grove Heights this 14th day of September, 2020.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, Deputy Clerk



City of Inver Grove Heights

# Expense Approval Report

By Fund

Payment Dates 8/19/2020 - 9/9/2020

| Vendor Name                               | Payable Number        | Post Date  | Description (Item)                          | Account Number        | Amount    |
|-------------------------------------------|-----------------------|------------|---------------------------------------------|-----------------------|-----------|
| 24RESTORE INC.                            | 20-1971-BIO           | 09/09/2020 | Biohazard (COVID) Cleanup                   | 101.42.4000.421.60065 | 950.00    |
| ACME TOOLS                                | 7820042               | 09/09/2020 | Parts                                       | 101.42.4200.423.60065 | 954.69    |
| ACME TOOLS                                | 7837141               | 09/09/2020 | Chain saw                                   | 101.42.4200.423.60065 | 1,110.00  |
| ADVANCED ENGINEERING AND ENVIRONMENTAL    | 69717                 | 08/25/2020 | 2020 Communication Services                 | 101.41.1300.413.30700 | 4,727.25  |
| AFSCME COUNCIL 5                          | INV0103233            | 08/14/2020 | UNION DUES (AFSCME FULL SHARE)              | 101.203.2031000       | 876.18    |
| AFSCME COUNCIL 5                          | INV0103234            | 08/14/2020 | UNION DUES (AFSCME FULL SHARE-F             | 101.203.2031000       | 77.32     |
| AFSCME COUNCIL 5                          | INV0104584            | 08/28/2020 | UNION DUES (AFSCME FULL SHARE)              | 101.203.2031000       | 876.18    |
| AFSCME COUNCIL 5                          | INV0104585            | 08/28/2020 | UNION DUES (AFSCME FULL SHARE-F             | 101.203.2031000       | 77.32     |
| ANCOM TECHNICAL CENTER                    | 96750                 | 08/26/2020 | Radio maintenance                           | 101.42.4200.423.40042 | 95.00     |
| ASPEN MILLS                               | 105456                | 08/26/2020 | Commendation bars Silver                    | 101.42.4000.421.60045 | 381.46    |
| ASPEN MILLS                               | 259966                | 08/26/2020 | Vest                                        | 101.42.4000.421.60045 | 320.00    |
| ASPEN MILLS                               | 260316                | 08/26/2020 | Clothing/Uniform                            | 101.42.4000.421.60045 | 214.94    |
| ASPEN MILLS                               | 260317                | 08/26/2020 | Commendation bars                           | 101.42.4000.421.60045 | 298.20    |
| ASPEN MILLS                               | 260318                | 08/26/2020 | Danner boot kinetic black                   | 101.42.4000.421.60045 | 168.50    |
| ASPEN MILLS                               | 260605                | 09/09/2020 | Clothing                                    | 101.42.4000.421.60045 | 738.34    |
| ASPEN MILLS                               | 260606                | 09/09/2020 | Clothing                                    | 101.42.4000.421.60045 | 730.34    |
| ASPEN MILLS                               | 260607                | 09/09/2020 | Clothing                                    | 101.42.4000.421.60045 | 721.29    |
| ASPEN MILLS                               | 260732                | 09/09/2020 | Clothing                                    | 101.42.4000.421.60045 | 93.40     |
| ASPEN MILLS                               | 260870                | 09/09/2020 | Clothing                                    | 101.42.4000.421.60045 | 166.75    |
| AT&T MOBILITY                             | 287298708193X09032020 | 09/09/2020 | Account #287298708193 Wireless charge       | 101.42.4000.421.50020 | 2,687.30  |
| BARR ENGINEERING COMPANY                  | 23190328.19-18        | 08/26/2020 | Project reviews and studies                 | 101.43.5100.442.30300 | 624.00    |
| BAYCOM INC                                | 027823                | 09/09/2020 | Power supply                                | 101.42.4200.423.40041 | 633.00    |
| BAYCOM INC                                | 027854                | 09/09/2020 | Antenna & power supply                      | 101.42.4200.423.60065 | 2,589.00  |
| BAYCOM INC                                | 027883                | 09/09/2020 | 6" locking slide arm & adapter              | 101.42.4200.423.40041 | 610.00    |
| BLACKTOP PROS, LLC                        | 08/17/2020            | 08/26/2020 | Salem park & Upper 55th job                 | 101.44.6000.451.40046 | 17,800.00 |
| CARTE GRAPH SYSTEMS                       | BD0001422             | 08/26/2020 | Order management system 2020-2021           | 101.47.1400.413.40035 | 15,000.00 |
| CENTURY LINK                              | 08/19/2020            | 09/09/2020 | Account# 651-455-9072                       | 101.42.4200.423.50020 | 87.68     |
| CHAMPION TANK SERVICES                    | 93920                 | 08/26/2020 | Playground replacements                     | 101.44.6000.451.40047 | 9,725.00  |
| CITY OF SAINT PAUL                        | IN42137               | 08/26/2020 | Asphalt Mix-4A                              | 101.43.5200.443.60016 | 8,299.32  |
| COLLINS ELECTRICAL CONST.                 | 2032228.01            | 09/09/2020 | Labor                                       | 101.43.5200.443.40046 | 322.34    |
| DAJ ENTERPRISES LLC (ECO WORKS)           | 2034                  | 08/26/2020 | Compost                                     | 101.44.6000.451.60030 | 988.80    |
| DAJ ENTERPRISES LLC (ECO WORKS)           | 21289                 | 08/26/2020 | fertilizer                                  | 101.44.6000.451.60030 | 3,488.40  |
| DAKOTA CTY FINANCIAL SVCS                 | 00038588              | 08/26/2020 | May 2020 gopher locate                      | 101.47.1400.413.30700 | 1.35      |
| DAKOTA CTY FINANCIAL SVCS                 | 00038888              | 08/26/2020 | July fee                                    | 101.42.4000.421.70501 | 1,679.76  |
| DAKOTA CTY FINANCIAL SVCS                 | 00038888              | 08/26/2020 | July fee                                    | 101.42.4200.423.30700 | 1,726.42  |
| DAKOTA CTY FINANCIAL SVCS                 | 00038888              | 08/26/2020 | July fee                                    | 101.43.5200.443.30700 | 46.66     |
| DAKOTA CTY FIRE CHIEFS ASSN               | 8/31/2020             | 09/09/2020 | 2020 Annual dues                            | 101.42.4200.423.50070 | 100.00    |
| DAKOTA ELECTRIC ASSN                      | 10036635 8/20         | 08/20/2020 | Electric                                    | 101.42.4200.423.40020 | 3,486.93  |
| DAKOTA ELECTRIC ASSN                      | 109394-7 08/20        | 08/20/2020 | Electric                                    | 101.43.5400.445.40020 | 1,259.61  |
| DAKOTA ELECTRIC ASSN                      | 246837-9 08/20        | 08/20/2020 | Electric                                    | 101.44.6000.451.40020 | 3,868.15  |
| DAKOTA ELECTRIC ASSN                      | 250165-8 08/20        | 08/20/2020 | Electric                                    | 101.44.6000.451.40020 | 725.75    |
| DAKOTA ELECTRIC ASSN                      | 393563-2 08/20        | 08/20/2020 | Electric                                    | 101.44.6000.451.40020 | 538.82    |
| DAKOTA ELECTRIC ASSN                      | 426713-4 08/20        | 08/20/2020 | Electric                                    | 101.43.5400.445.40020 | 57.06     |
| DAKOTA ELECTRIC ASSN                      | 443054-2 08/20        | 08/20/2020 | Electric                                    | 101.43.5400.445.40020 | 17.82     |
| EARL F ANDERSEN INC                       | 0124215-IN            | 09/09/2020 | Signs                                       | 101.43.5200.443.60016 | 182.35    |
| ECSI SYSTEM INTEGRATORS                   | 20060286              | 08/26/2020 | Sprinkler inspection                        | 101.42.4200.423.30700 | 922.00    |
| ECSI SYSTEM INTEGRATORS                   | 20060287              | 08/26/2020 | Annual fire alarm inspection                | 101.42.4200.423.30700 | 270.00    |
| EFTPS                                     | INV0103260            | 08/14/2020 | FEDERAL WITHHOLDING                         | 101.203.2030200       | 59,980.40 |
| EFTPS                                     | INV0103262            | 08/14/2020 | MEDICARE WITHHOLDING                        | 101.203.2030500       | 17,270.94 |
| EFTPS                                     | INV0103263            | 08/14/2020 | SOCIAL SECURITY WITHHOLDING                 | 101.203.2030400       | 49,338.40 |
| EFTPS                                     | INV0104608            | 08/28/2020 | FEDERAL WITHHOLDING                         | 101.203.2030200       | 59,739.56 |
| EFTPS                                     | INV0104610            | 08/28/2020 | MEDICARE WITHHOLDING                        | 101.203.2030500       | 17,730.16 |
| EFTPS                                     | INV0104611            | 08/28/2020 | SOCIAL SECURITY WITHHOLDING                 | 101.203.2030400       | 53,715.00 |
| EMERGENCY RESPONSE SOLUTIONS              | 15839                 | 09/09/2020 | Fire coats                                  | 101.42.4200.423.60045 | 30,424.23 |
| EMERGENCY RESPONSE SOLUTIONS              | 15850                 | 08/26/2020 | Gloves                                      | 101.42.4200.423.60065 | 934.65    |
| EMERGENCY RESPONSE SOLUTIONS              | 15877                 | 09/09/2020 | Helmets                                     | 101.42.4200.423.60065 | 6,536.40  |
| EXPERT TREE AND SERVICE AND SCIENCE       | 4370                  | 09/09/2020 | Remove large silver maple                   | 101.43.5200.443.60016 | 1,375.00  |
| EYEMED                                    | 164469506             | 09/09/2020 | September premium                           | 101.203.2032700       | 232.46    |
| FIRSTSCRIBE                               | 252016                | 08/26/2020 | ROWay web application                       | 101.43.5100.442.40044 | 250.00    |
| FRATTALONE COMPANIES INC                  | 2007072               | 09/09/2020 | Cleaning                                    | 101.43.5200.443.60016 | 24.00     |
| GENESIS EMPLOYEE BENEFITS ACH ONLY        | INV0103241            | 08/14/2020 | HSA ELECTION-FAMILY                         | 101.203.2032500       | 3,273.63  |
| GENESIS EMPLOYEE BENEFITS ACH ONLY        | INV0103242            | 08/14/2020 | HSA ELECTION-SINGLE                         | 101.203.2032500       | 4,866.35  |
| GENESIS EMPLOYEE BENEFITS ACH ONLY        | INV0104592            | 08/28/2020 | HSA ELECTION-FAMILY                         | 101.203.2032500       | 3,273.63  |
| GENESIS EMPLOYEE BENEFITS ACH ONLY        | INV0104593            | 08/28/2020 | HSA ELECTION-SINGLE                         | 101.203.2032500       | 4,866.35  |
| GERRY'S FIRE & SAFETY INC                 | 66301                 | 09/09/2020 | Certifications & inspections                | 101.42.4200.423.30700 | 151.00    |
| GERRY'S FIRE & SAFETY INC                 | 66302                 | 09/09/2020 | Extinguisher recharges, tests and certifica | 101.42.4200.423.30700 | 119.40    |
| GERRY'S FIRE & SAFETY INC                 | 66303                 | 09/09/2020 | Extinguisher services, fees and certificati | 101.42.4200.423.30700 | 91.50     |
| GERTENS                                   | 14993/12              | 08/26/2020 | Plants                                      | 101.44.6000.451.60035 | 95.77     |
| GERTENS                                   | 14993/12              | 08/26/2020 | Plants                                      | 101.44.6000.451.60065 | 421.25    |
| GERTENS                                   | 15556/12              | 08/26/2020 | Plants                                      | 101.44.6000.451.60016 | 75.80     |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-12008         | 08/26/2020 | June 2020                                   | 101.42.4200.423.40020 | 2,288.95  |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-12008         | 08/26/2020 | June 2020                                   | 101.43.5400.445.40020 | 1,661.99  |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-12008         | 08/26/2020 | June 2020                                   | 101.44.6000.451.40020 | 2,062.92  |
| HEALTHEAST MEDICAL TRANSPORTATION         | 08/27/2020            | 09/09/2020 | Blood draw - Travis Mcdowell 20-36920       | 101.42.4000.421.30700 | 88.40     |
| HEALTHEAST MEDICAL TRANSPORTATION         | 8/27/2020             | 09/09/2020 | Blood draw -                                | 101.42.4000.421.30700 | 88.40     |
| HENNING FIRE PROTECTION EQUIPMENT         | 679683                | 08/26/2020 | Extinguisher recharge                       | 101.42.4000.421.60065 | 147.00    |
| HOISINGTON KOEGLER GROUP INC.             | 020-013-4             | 08/26/2020 | July services                               | 101.44.6000.451.30700 | 761.25    |



| Vendor Name                                  | Payable Number                 | Post Date  | Description (Item)                    | Account Number        | Amount    |
|----------------------------------------------|--------------------------------|------------|---------------------------------------|-----------------------|-----------|
| ICMA RETIREMENT TRUST - 457                  | INV0103231                     | 08/14/2020 | 457 - ROTH AGE 50+                    | 101.203.2031400       | 175.00    |
| ICMA RETIREMENT TRUST - 457                  | INV0103232                     | 08/14/2020 | 457 - ROTH AGE 50+                    | 101.203.2031400       | 175.00    |
| ICMA RETIREMENT TRUST - 457                  | INV0103243                     | 08/14/2020 | ICMA-AGE <49                          | 101.203.2031400       | 3,190.00  |
| ICMA RETIREMENT TRUST - 457                  | INV0103244                     | 08/14/2020 | ICMA-AGE <49 %                        | 101.203.2031400       | 8,933.87  |
| ICMA RETIREMENT TRUST - 457                  | INV0103245                     | 08/14/2020 | ICMA-AGE 50+                          | 101.203.2031400       | 7,201.15  |
| ICMA RETIREMENT TRUST - 457                  | INV0103246                     | 08/14/2020 | ICMA-AGE 50+ %                        | 101.203.2031400       | 801.78    |
| ICMA RETIREMENT TRUST - 457                  | INV0103247                     | 08/14/2020 | ICMA (EMPLOYER SHARE ADMIN)           | 101.203.2031400       | 91.25     |
| ICMA RETIREMENT TRUST - 457                  | INV0103256                     | 08/14/2020 | ROTH IRA (AGE 49 & UNDER)             | 101.203.2032400       | 2,711.52  |
| ICMA RETIREMENT TRUST - 457                  | INV0103257                     | 08/14/2020 | ROTH IRA (AGE 50 & OVER)              | 101.203.2032400       | 919.00    |
| ICMA RETIREMENT TRUST - 457                  | INV0103258                     | 08/14/2020 | ROTH-AGE <49 %                        | 101.203.2032400       | 46.46     |
| ICMA RETIREMENT TRUST - 457                  | INV0104582                     | 08/28/2020 | 457 - ROTH AGE 50+                    | 101.203.2031400       | 175.00    |
| ICMA RETIREMENT TRUST - 457                  | INV0104583                     | 08/28/2020 | 457 - ROTH AGE 50+                    | 101.203.2031400       | 175.00    |
| ICMA RETIREMENT TRUST - 457                  | INV0104594                     | 08/28/2020 | ICMA-AGE <49                          | 101.203.2031400       | 3,390.00  |
| ICMA RETIREMENT TRUST - 457                  | INV0104595                     | 08/28/2020 | ICMA-AGE <49 %                        | 101.203.2031400       | 8,246.18  |
| ICMA RETIREMENT TRUST - 457                  | INV0104596                     | 08/28/2020 | ICMA-AGE 50+                          | 101.203.2031400       | 7,226.15  |
| ICMA RETIREMENT TRUST - 457                  | INV0104597                     | 08/28/2020 | ICMA-AGE 50+ %                        | 101.203.2031400       | 790.68    |
| ICMA RETIREMENT TRUST - 457                  | INV0104598                     | 08/28/2020 | ICMA (EMPLOYER SHARE ADMIN)           | 101.203.2031400       | 91.25     |
| ICMA RETIREMENT TRUST - 457                  | INV0104605                     | 08/28/2020 | ROTH IRA (AGE 49 & UNDER)             | 101.203.2032400       | 2,711.52  |
| ICMA RETIREMENT TRUST - 457                  | INV0104606                     | 08/28/2020 | ROTH IRA (AGE 50 & OVER)              | 101.203.2032400       | 944.00    |
| ICMA RETIREMENT TRUST - 457                  | INV0104607                     | 08/28/2020 | ROTH-AGE <49 %                        | 101.203.2032400       | 42.21     |
| KENISON, TERRI                               | 08/30/2020                     | 09/09/2020 | Cleaning services                     | 101.42.4200.423.30700 | 1,600.00  |
| LOCAL GOVERNMENT INFORMATION SYSTEM (L 49193 |                                | 09/09/2020 | Police MCD                            | 101.42.4000.421.70501 | 1,985.00  |
| LOCAL GOVERNMENT INFORMATION SYSTEM (L 49201 |                                | 09/09/2020 | Appl Sup - Fire                       | 101.42.4200.423.30700 | 491.00    |
| M & J SERVICES, LLC                          | 2252                           | 09/09/2020 | 51st & Brent Ave                      | 101.43.5200.443.40046 | 2,887.50  |
| M & J SERVICES, LLC                          | 2257                           | 09/09/2020 | Blaine Ave                            | 101.43.5200.443.40046 | 2,045.00  |
| MACH 1 TAPING & PAINTING LLC                 | 3336                           | 09/09/2020 | Paint services                        | 101.42.4200.423.40040 | 1,750.00  |
| MACQUEEN EMERGENCY GROUP                     | E00085                         | 09/09/2020 | Parts                                 | 101.42.4200.423.40041 | 3,557.10  |
| MADISON NATIONAL LIFE INSURANCE COMPAN'      | 14047931                       | 09/09/2020 | September charges                     | 101.203.2031700       | 3,189.50  |
| MADISON NATIONAL LIFE INSURANCE COMPAN'      | 14047931                       | 09/09/2020 | September charges                     | 101.43.5200.443.20630 | (54.96)   |
| MCKESSON MEDICAL-SURGICAL INC.               | 17006920                       | 09/09/2020 | Stethoscope                           | 101.42.4200.423.60065 | 109.72    |
| MCKESSON MEDICAL-SURGICAL INC.               | 17007103                       | 09/09/2020 | Sensor                                | 101.42.4200.423.60065 | 261.62    |
| MCKESSON MEDICAL-SURGICAL INC.               | 17007189                       | 09/09/2020 | Masks                                 | 101.42.4200.423.60065 | 258.10    |
| MCKESSON MEDICAL-SURGICAL INC.               | 17015284                       | 09/09/2020 | Gloves                                | 101.42.4200.423.60065 | 161.64    |
| MCKESSON MEDICAL-SURGICAL INC.               | 17015292                       | 09/09/2020 | Gloves                                | 101.42.4200.423.60065 | 156.33    |
| MCKESSON MEDICAL-SURGICAL INC.               | 17015454                       | 09/09/2020 | Glove                                 | 101.42.4200.423.60065 | 197.25    |
| MCKESSON MEDICAL-SURGICAL INC.               | 17015602                       | 09/09/2020 | Glove                                 | 101.42.4200.423.60065 | 43.00     |
| MCKESSON MEDICAL-SURGICAL INC.               | 17015801                       | 09/09/2020 | Stethoscopes                          | 101.42.4200.423.60065 | 24.60     |
| MCKESSON MEDICAL-SURGICAL INC.               | 17020790                       | 09/09/2020 | Oximeter                              | 101.42.4200.423.60065 | 8,389.83  |
| MCKESSON MEDICAL-SURGICAL INC.               | 17021033                       | 09/09/2020 | Gloves                                | 101.42.4200.423.60065 | 13.86     |
| METROPOLITAN COUNCIL                         | 09/09/2020                     | 09/09/2020 | Fees                                  | 101.41.0000.3414000   | (24.85)   |
| Michael A. Madigan                           | 1274                           | 08/26/2020 | Cemetery lawn care                    | 101.44.6000.451.30700 | 400.00    |
| Michael A. Madigan                           | 1275                           | 08/26/2020 | Lawn care services for a ditch        | 101.44.6000.451.30700 | 260.00    |
| MIKE'S SHOE REPAIR, INC.                     | 8282020                        | 09/09/2020 | Nylon strap stitching                 | 101.42.4200.423.30700 | 16.00     |
| MILL CITY SIGN LLC                           | 17654                          | 09/09/2020 | Sign rental                           | 101.42.4200.423.30700 | 150.00    |
| MINNESOTA ALLIANCE ON CRIME                  | 9/1/2020                       | 09/09/2020 | Membership                            | 101.42.4000.421.50070 | 125.00    |
| MINNESOTA DEPARTMENT OF HUMAN SERVICE        | INV0104587                     | 08/28/2020 | CASE #001490481201                    | 101.203.2032100       | 306.89    |
| MINNESOTA DEPARTMENT OF HUMAN SERVICE        | INV0104588                     | 08/28/2020 | CASE #001563363401                    | 101.203.2032100       | 369.63    |
| MINNESOTA DEPARTMENT OF HUMAN SERVICE        | INV0104589                     | 08/28/2020 | CASE #001567848502                    | 101.203.2032100       | 60.45     |
| MINNESOTA DEPARTMENT OF HUMAN SERVICE        | INV0104590                     | 08/28/2020 | CASE #001521862201                    | 101.203.2032100       | 186.89    |
| MN DEPT OF REVENUE                           | INV0103261                     | 08/14/2020 | STATE WITHHOLDING                     | 101.203.2030300       | 26,353.51 |
| MN DEPT OF REVENUE                           | INV0104609                     | 08/28/2020 | STATE WITHHOLDING                     | 101.203.2030300       | 26,271.14 |
| MN GLOVE & SAFETY, INC.                      | 324183                         | 09/09/2020 | Gloves                                | 101.43.5200.443.60045 | 324.96    |
| MN LIFE INSURANCE CO                         | Sept2020                       | 09/09/2020 | Policy #0027324                       | 101.203.2030900       | 3,835.00  |
| MN LIFE INSURANCE CO                         | Sept2020                       | 09/09/2020 | Policy #0027324                       | 101.43.5200.443.20620 | 8.75      |
| MN NCPERS LIFE INSURANCE                     | 542000092020                   | 09/09/2020 | September premium                     | 101.203.2031600       | 256.00    |
| NEOGOV                                       | INV-15052                      | 08/26/2020 | Online training & training guide      | 101.41.1100.413.30700 | 1,575.00  |
| OCCUPATIONAL HEALTH CENTERS OF MINNESO       | 103217273                      | 08/26/2020 | Occ. Health (Concentra)               | 101.41.1100.413.30550 | 1,858.00  |
| OCCUPATIONAL HEALTH CENTERS OF MINNESO       | 103220935                      | 08/26/2020 | Occ Health (Concentra)                | 101.41.1100.413.30500 | 1,736.50  |
| OCCUPATIONAL HEALTH CENTERS OF MINNESO       | 103224512                      | 08/26/2020 | Occ Health (Concentra)                | 101.41.1100.413.30500 | 652.50    |
| OFFICE OF MN. IT SERVICES                    | DV20070438                     | 08/26/2020 | Current charges                       | 101.47.1400.413.40035 | 291.40    |
| OXYGEN SERVICE COMPANY, INC                  | 03473809                       | 09/09/2020 | parts                                 | 101.42.4000.421.60065 | 54.00     |
| PERA                                         | INV0103250                     | 08/14/2020 | PERA COORDINATED PLAN                 | 101.203.2030600       | 44,209.12 |
| PERA                                         | INV0103251                     | 08/14/2020 | EMPLOYER SHARE (EXTRA PERA)           | 101.203.2030600       | 3,400.70  |
| PERA                                         | INV0103252                     | 08/14/2020 | PERA DEFINED PLAN                     | 101.203.2030600       | 53.46     |
| PERA                                         | INV0103253                     | 08/14/2020 | EMPLOYER SHARE (PERA DEFINED P        | 101.203.2030600       | 53.46     |
| PERA                                         | INV0103254                     | 08/14/2020 | PERA POLICE & FIRE PLAN               | 101.203.2030600       | 23,201.25 |
| PERA                                         | INV0103255                     | 08/14/2020 | EMPLOYER SHARE (POLICE & FIRE PL      | 101.203.2030600       | 34,801.89 |
| PERA                                         | INV0104599                     | 08/28/2020 | PERA COORDINATED PLAN                 | 101.203.2030600       | 44,532.54 |
| PERA                                         | INV0104600                     | 08/28/2020 | EMPLOYER SHARE (EXTRA PERA)           | 101.203.2030600       | 3,425.60  |
| PERA                                         | INV0104601                     | 08/28/2020 | PERA DEFINED PLAN                     | 101.203.2030600       | 53.46     |
| PERA                                         | INV0104602                     | 08/28/2020 | EMPLOYER SHARE (PERA DEFINED P        | 101.203.2030600       | 53.46     |
| PERA                                         | INV0104603                     | 08/28/2020 | PERA POLICE & FIRE PLAN               | 101.203.2030600       | 20,988.16 |
| PERA                                         | INV0104604                     | 08/28/2020 | EMPLOYER SHARE (POLICE & FIRE PL      | 101.203.2030600       | 31,482.21 |
| PETTY CASH                                   | 09/08/2020                     | 09/09/2020 | Annual clean up day                   | 101.100.1010400       | 300.00    |
| PETTY CASH - WF PURCHASE CARD FEES           | Anderson, Trent WF OOP 06/20   | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme | 101.42.4000.421.60045 | 584.66    |
| PETTY CASH - WF PURCHASE CARD FEES           | Schrandt, Kasey WF OOP 06/20   | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme | 101.42.4000.421.60045 | 621.80    |
| PETTY CASH - WF PURCHASE CARD FEES           | Wiederhoeft, Adam WF OOP 06/20 | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme | 101.42.4000.421.60065 | 53.76     |
| PETTY CASH - WF PURCHASE CARD FEES           | Wiederhoeft, Adam WF OOP 06/20 | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme | 101.42.4000.421.60065 | 19.94     |
| PIONEER PRESS                                | 720572521                      | 08/26/2020 | Advertising/Publishing                | 101.41.1100.413.50025 | 17.20     |
| PIONEER PRESS                                | 720572521                      | 08/26/2020 | Advertising/Publishing                | 101.41.1100.413.50025 | 15.48     |
| PIONEER PRESS                                | 720572521                      | 08/26/2020 | Advertising/Publishing                | 101.41.1100.413.50025 | 15.05     |
| PIONEER PRESS                                | 720572521                      | 08/26/2020 | Advertising/Publishing                | 101.41.1200.414.50025 | 401.80    |
| PIONEER PRESS                                | 720572521                      | 08/26/2020 | Advertising/Publishing                | 101.41.2000.415.50025 | 842.80    |
| PIONEER PRESS                                | 720572521                      | 08/26/2020 | Advertising/Publishing                | 101.45.3200.419.50025 | 25.37     |
| PLUNKETT'S PEST CONTROL                      | 6765483                        | 09/09/2020 | Pest control                          | 101.42.4200.423.30700 | 225.07    |
| PRECISE MRM                                  | 200-1027104                    | 09/09/2020 | Data                                  | 101.43.5200.443.30700 | 20.55     |
| SAFETY SIGNS                                 | 20002291                       | 08/26/2020 | Signs                                 | 101.43.5200.443.40046 | 267.00    |

| Vendor Name                   | Payable Number                     | Post Date  | Description (Item)                       | Account Number        | Amount   |
|-------------------------------|------------------------------------|------------|------------------------------------------|-----------------------|----------|
| SENSIBLE LAND USE COALITION   | 00396                              | 08/26/2020 | Project showcase registration            | 101.45.3000.419.50080 | 15.00    |
| SENSIBLE LAND USE COALITION   | 00396                              | 08/26/2020 | Project showcase registration            | 101.45.3200.419.50080 | 30.00    |
| SOUTH ST PAUL, CITY OF        | 08/10/2020                         | 09/09/2020 | Water Bills                              | 101.207.2070900       | 45.00    |
| STREAMLINE DESIGN INC         | 40233                              | 09/09/2020 | Clothing                                 | 101.42.4200.423.60045 | 624.00   |
| SUNDIAL ENERGY                | SOL2022                            | 08/26/2020 | 10,000 Lumen fixture install - skatepark | 101.44.6000.451.40047 | 1,848.00 |
| TDS METROCOM                  | 07/13/2020                         | 08/26/2020 | Communication services                   | 101.47.1400.413.50020 | 526.75   |
| TEAM LABORATORY CHEMICAL, LLC | INV0022307                         | 09/09/2020 | Tri plus one case                        | 101.43.5200.443.60016 | 229.50   |
| TEXAS STATE DISBURSEMENT UNIT | INV0104586                         | 08/28/2020 | CASE #0012022247                         | 101.203.2032100       | 401.13   |
| UNIFIRST CORPORATION          | 090 0571849                        | 08/26/2020 | Clothing                                 | 101.43.5200.443.60045 | 58.22    |
| UNIFIRST CORPORATION          | 090 0571849                        | 08/26/2020 | Clothing                                 | 101.44.6000.451.60045 | 26.52    |
| UNIFIRST CORPORATION          | 0900573178                         | 09/09/2020 | Clothing                                 | 101.43.5200.443.60045 | 56.37    |
| UNIFIRST CORPORATION          | 0900573178                         | 09/09/2020 | Clothing                                 | 101.44.6000.451.60045 | 26.52    |
| UNIFIRST CORPORATION          | 0900574460                         | 09/09/2020 | Clothing                                 | 101.43.5200.443.60045 | 56.37    |
| UNIFIRST CORPORATION          | 0900574460                         | 09/09/2020 | Clothing                                 | 101.44.6000.451.60045 | 26.52    |
| US POSTMASTER - EAGAN         | 09/09/2020                         | 09/09/2020 | Insight newsletter                       | 101.41.1100.413.50035 | 2,525.00 |
| VERIFIED CREDENTIALS, INC.    | 309832                             | 09/09/2020 | Aug Background screenings                | 101.41.1100.413.30500 | 582.75   |
| WELLS FARGO CREDIT CARD ACH   | Aed Superstore WF 06/20            | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.60065 | 255.00   |
| WELLS FARGO CREDIT CARD ACH   | Alex Pro Firearms LI WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.60018 | 1,700.00 |
| WELLS FARGO CREDIT CARD ACH   | Allstream WF 06/20                 | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.50020 | 2,347.66 |
| WELLS FARGO CREDIT CARD ACH   | Amazon.Com Mj3fn94e1 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4200.423.60011 | 12.49    |
| WELLS FARGO CREDIT CARD ACH   | Amazon.Com Ms3tm8ub1 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.1200.414.60040 | 368.32   |
| WELLS FARGO CREDIT CARD ACH   | Amazon.Com Ms41v99m0 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4200.423.60011 | 119.70   |
| WELLS FARGO CREDIT CARD ACH   | Amazon.Com Ms85i8ff2 A WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.1200.414.60040 | 281.61   |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us M71lg5r42 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.60041 | 413.95   |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us Ms1zz63f2 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.1200.414.60040 | 100.00   |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us Ms2v90h20 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.1200.414.60040 | 47.98    |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us Ms3971lu1 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.60065 | 15.99    |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us Ms3wf2az0 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.1200.414.60040 | 18.95    |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us Ms60I0872 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.60040 | 423.52   |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us Ms6376ba0 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4200.423.60065 | 79.99    |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us Ms8id9fk0 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.60065 | 22.00    |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us Ms8pc9sf1 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.1200.414.60040 | 51.90    |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us Ms9zc1ml2 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4200.423.60065 | 39.99    |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us My2z20bu0 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4200.423.60040 | 38.99    |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us My5xp0yc1 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.43.5200.443.60016 | 66.40    |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us My6414sx0 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.1200.414.60040 | 788.49   |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us My7ha89v1 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.1200.414.60065 | 202.67   |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us My9np86z1 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.60041 | 94.00    |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us WF 06/20 CR           | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.1200.414.60040 | (23.99)  |
| WELLS FARGO CREDIT CARD ACH   | Amzn Mktp Us WF 06/20 CR           | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.1200.414.60040 | (23.99)  |
| WELLS FARGO CREDIT CARD ACH   | At&T Bill Payment WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.50020 | 932.20   |
| WELLS FARGO CREDIT CARD ACH   | At&T Bill Payment WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.50020 | 77.00    |
| WELLS FARGO CREDIT CARD ACH   | Bailey Nurseries, Inc WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.60065 | 1,167.00 |
| WELLS FARGO CREDIT CARD ACH   | Bca Training Education WF 06/20 CR | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.50080 | (375.00) |
| WELLS FARGO CREDIT CARD ACH   | Bca Training Education WF 06/20 CR | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.50080 | (250.00) |
| WELLS FARGO CREDIT CARD ACH   | Bca Training Education WF 06/20 CR | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.50080 | (250.00) |
| WELLS FARGO CREDIT CARD ACH   | Bill Rascher Mechanica WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.40040 | 246.00   |
| WELLS FARGO CREDIT CARD ACH   | Bill Rascher Mechanica WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.40047 | 650.00   |
| WELLS FARGO CREDIT CARD ACH   | Bryan Rock Products In WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.60016 | 2,277.05 |
| WELLS FARGO CREDIT CARD ACH   | Central Turf & Irrigat WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.40047 | 216.14   |
| WELLS FARGO CREDIT CARD ACH   | Centurylink WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.50020 | 80.94    |
| WELLS FARGO CREDIT CARD ACH   | Centurylink WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.50020 | 95.70    |
| WELLS FARGO CREDIT CARD ACH   | Centurylink WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.50020 | 70.95    |
| WELLS FARGO CREDIT CARD ACH   | Centurylink WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.50020 | 70.95    |
| WELLS FARGO CREDIT CARD ACH   | Centurylink/Speedpay WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.50020 | 256.53   |
| WELLS FARGO CREDIT CARD ACH   | Chewy.Com WF 06/20                 | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.60013 | 69.18    |
| WELLS FARGO CREDIT CARD ACH   | Cub Foods #1639 WF 06/20           | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.50065 | 21.95    |
| WELLS FARGO CREDIT CARD ACH   | Dairy Queen #14753 WF 06/20        | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.50075 | 77.17    |
| WELLS FARGO CREDIT CARD ACH   | Dakota Unlimited Inc WF 06/20 CR   | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.60065 | (25.65)  |
| WELLS FARGO CREDIT CARD ACH   | Danner Landscaping WF 06/20        | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.60016 | 2,100.00 |
| WELLS FARGO CREDIT CARD ACH   | Dollar Tree WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.60065 | 11.00    |
| WELLS FARGO CREDIT CARD ACH   | Dollar Tree WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.60065 | 30.00    |
| WELLS FARGO CREDIT CARD ACH   | Dollartree WF 06/20                | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.60065 | 15.00    |
| WELLS FARGO CREDIT CARD ACH   | Dps Firefighter Licens WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4200.423.50070 | 1,500.00 |
| WELLS FARGO CREDIT CARD ACH   | Dps Firefighter Licens WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4200.423.50070 | 1,275.00 |
| WELLS FARGO CREDIT CARD ACH   | Edge Marketing & Promo WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.60065 | 687.47   |
| WELLS FARGO CREDIT CARD ACH   | Evident Inc WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.60065 | 316.00   |
| WELLS FARGO CREDIT CARD ACH   | Facebk Gefkbtndx2 WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.1300.413.50025 | 10.00    |
| WELLS FARGO CREDIT CARD ACH   | Factoryoutletstore Lic WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4200.423.40041 | 187.02   |
| WELLS FARGO CREDIT CARD ACH   | Frattalone'S Dawnway WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.40025 | 84.00    |
| WELLS FARGO CREDIT CARD ACH   | Government Finance Off WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.2000.415.30700 | 530.00   |
| WELLS FARGO CREDIT CARD ACH   | Gps Municipal Clerks A WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.41.1100.413.50070 | 46.00    |
| WELLS FARGO CREDIT CARD ACH   | Grainger WF 06/20                  | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.40040 | 95.96    |
| WELLS FARGO CREDIT CARD ACH   | Hobby-Lobby #753 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.60018 | 29.99    |
| WELLS FARGO CREDIT CARD ACH   | Holiday Stations 0222 WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.50065 | 20.00    |
| WELLS FARGO CREDIT CARD ACH   | Holiday Stations 0302 WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.50065 | 23.66    |
| WELLS FARGO CREDIT CARD ACH   | Holiday Stations 0479 WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.50065 | 14.67    |
| WELLS FARGO CREDIT CARD ACH   | Holiday Stations 0479 WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.50065 | 35.38    |
| WELLS FARGO CREDIT CARD ACH   | Holiday Stations 0479 WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.50065 | 35.77    |
| WELLS FARGO CREDIT CARD ACH   | Holiday Stations 0479 WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4000.421.50065 | 28.12    |
| WELLS FARGO CREDIT CARD ACH   | Hydrocad Software Solu WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.47.1400.413.40035 | 300.00   |
| WELLS FARGO CREDIT CARD ACH   | In Bioverse, Inc WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.60016 | 630.00   |
| WELLS FARGO CREDIT CARD ACH   | Inver Grove Heights Ac WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4200.423.40040 | 24.95    |
| WELLS FARGO CREDIT CARD ACH   | Inver Grove Heights Ac WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4200.423.40042 | 95.96    |
| WELLS FARGO CREDIT CARD ACH   | Inver Grove Heights Ac WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.42.4200.423.60040 | 79.97    |
| WELLS FARGO CREDIT CARD ACH   | Inver Grove Heights Ac WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.40040 | 4.99     |
| WELLS FARGO CREDIT CARD ACH   | Inver Grove Heights Ac WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards               | 101.44.6000.451.40047 | 16.97    |

| Vendor Name                                 | Payable Number                     | Post Date  | Description (Item)         | Account Number        | Amount            |
|---------------------------------------------|------------------------------------|------------|----------------------------|-----------------------|-------------------|
| WELLS FARGO CREDIT CARD ACH                 | Inver Grove Heights Ac WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60012 | 14.99             |
| WELLS FARGO CREDIT CARD ACH                 | Inver Grove Heights Ac WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60016 | 22.99             |
| WELLS FARGO CREDIT CARD ACH                 | Inver Grove Heights Ac WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60040 | 17.94             |
| WELLS FARGO CREDIT CARD ACH                 | Inver Grove Heights Ac WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60040 | 19.98             |
| WELLS FARGO CREDIT CARD ACH                 | Inver Grove Heights Ac WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60066 | 80.93             |
| WELLS FARGO CREDIT CARD ACH                 | Inver Grove Heights Ac WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60066 | 20.48             |
| WELLS FARGO CREDIT CARD ACH                 | Logmein Gotomeeting WF 06/20       | 06/30/2020 | Wells Fargo Purchase Cards | 101.47.1400.413.40035 | 25.71             |
| WELLS FARGO CREDIT CARD ACH                 | Ltg Power Equipment WF 06/20       | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60040 | 999.00            |
| WELLS FARGO CREDIT CARD ACH                 | Marathon Petro108951 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4000.421.60065 | 45.00             |
| WELLS FARGO CREDIT CARD ACH                 | Matrix Communications WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards | 101.47.1400.413.30700 | 150.00            |
| WELLS FARGO CREDIT CARD ACH                 | Matrix Communications WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards | 101.47.1400.413.40035 | 426.00            |
| WELLS FARGO CREDIT CARD ACH                 | Menards West St Paul M WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 8.99              |
| WELLS FARGO CREDIT CARD ACH                 | Menards West St Paul M WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 118.30            |
| WELLS FARGO CREDIT CARD ACH                 | Menards West St Paul M WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 9.63              |
| WELLS FARGO CREDIT CARD ACH                 | Menards West St Paul M WF 06/20 CR | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | (0.64)            |
| WELLS FARGO CREDIT CARD ACH                 | Minnesota Chiefs Of Po WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4000.421.50030 | 112.50            |
| WELLS FARGO CREDIT CARD ACH                 | Minnesota Glove & Sa WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.43.5100.442.60045 | 121.15            |
| WELLS FARGO CREDIT CARD ACH                 | Minnesota Glove & Sa WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60065 | 1,398.27          |
| WELLS FARGO CREDIT CARD ACH                 | Minnesota State Colleg WF 06/20 CR | 06/30/2020 | Wells Fargo Purchase Cards | 101.41.1100.413.50080 | (50.00)           |
| WELLS FARGO CREDIT CARD ACH                 | Minnesota State Colleg WF 06/20 CR | 06/30/2020 | Wells Fargo Purchase Cards | 101.41.1100.413.50080 | (275.00)          |
| WELLS FARGO CREDIT CARD ACH                 | Mountainside Medical E WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4000.421.60065 | 129.00            |
| WELLS FARGO CREDIT CARD ACH                 | Newman Signs Inc WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 2,099.25          |
| WELLS FARGO CREDIT CARD ACH                 | Old World Pizza WF 06/20           | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4200.423.50075 | 41.53             |
| WELLS FARGO CREDIT CARD ACH                 | Old World Pizza WF 06/20           | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4200.423.50075 | 41.53             |
| WELLS FARGO CREDIT CARD ACH                 | Organic Recycling Fac WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60030 | 1,762.50          |
| WELLS FARGO CREDIT CARD ACH                 | Panera Bread #608023 O WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4000.421.50070 | 22.46             |
| WELLS FARGO CREDIT CARD ACH                 | Panera Bread #608023 O WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4000.421.50070 | 156.64            |
| WELLS FARGO CREDIT CARD ACH                 | Paypal Saltriverpr Eb WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards | 101.47.1400.413.60041 | 535.61            |
| WELLS FARGO CREDIT CARD ACH                 | Sams Club #4738 WF 06/20           | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4000.421.60018 | 41.80             |
| WELLS FARGO CREDIT CARD ACH                 | Samsclub #4738 WF 06/20            | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4000.421.60016 | 38.94             |
| WELLS FARGO CREDIT CARD ACH                 | Sherwin Williams 70309 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60016 | 219.16            |
| WELLS FARGO CREDIT CARD ACH                 | Sp Soccer Source WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60065 | 155.95            |
| WELLS FARGO CREDIT CARD ACH                 | Spok Inc WF 06/20                  | 06/30/2020 | Wells Fargo Purchase Cards | 101.47.1400.413.40035 | 4.58              |
| WELLS FARGO CREDIT CARD ACH                 | Sq Expert Tree Servic WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.30700 | 725.00            |
| WELLS FARGO CREDIT CARD ACH                 | Sq Otte Excavating In WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40040 | 400.00            |
| WELLS FARGO CREDIT CARD ACH                 | Target.Com WF 06/20                | 06/30/2020 | Wells Fargo Purchase Cards | 101.41.1100.413.30500 | 30.00             |
| WELLS FARGO CREDIT CARD ACH                 | Target.Com WF 06/20                | 06/30/2020 | Wells Fargo Purchase Cards | 101.41.1100.413.30500 | 30.00             |
| WELLS FARGO CREDIT CARD ACH                 | Target.Com WF 06/20                | 06/30/2020 | Wells Fargo Purchase Cards | 101.41.1100.413.30500 | 30.00             |
| WELLS FARGO CREDIT CARD ACH                 | Target.Com WF 06/20                | 06/30/2020 | Wells Fargo Purchase Cards | 101.41.1100.413.30500 | 25.00             |
| WELLS FARGO CREDIT CARD ACH                 | Target.Com WF 06/20                | 06/30/2020 | Wells Fargo Purchase Cards | 101.41.1100.413.30500 | 25.00             |
| WELLS FARGO CREDIT CARD ACH                 | Target.Com WF 06/20                | 06/30/2020 | Wells Fargo Purchase Cards | 101.41.1100.413.30500 | 25.00             |
| WELLS FARGO CREDIT CARD ACH                 | Target.Com WF 06/20                | 06/30/2020 | Wells Fargo Purchase Cards | 101.41.1100.413.30500 | 25.00             |
| WELLS FARGO CREDIT CARD ACH                 | The Corner Store WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4000.421.50065 | 18.00             |
| WELLS FARGO CREDIT CARD ACH                 | The Corner Store WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60016 | 71.85             |
| WELLS FARGO CREDIT CARD ACH                 | The Corner Store WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60016 | 84.77             |
| WELLS FARGO CREDIT CARD ACH                 | The Corner Store WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60016 | 45.12             |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot #2843 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4200.423.40042 | 166.89            |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot #2843 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4200.423.60040 | 127.77            |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot #2843 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40040 | 28.10             |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot #2843 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 5.88              |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot #2843 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 104.03            |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot #2843 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 37.73             |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot #2843 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 80.69             |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot #2843 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 119.19            |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot #2843 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 50.04             |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot #2843 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60040 | 24.97             |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot #2843 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60040 | 2.98              |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot #2843 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60040 | 32.41             |
| WELLS FARGO CREDIT CARD ACH                 | The Home Depot 2813 WF 06/20       | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.40047 | 278.79            |
| WELLS FARGO CREDIT CARD ACH                 | Tractor-Supply-Co #019 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4200.423.60018 | 47.98             |
| WELLS FARGO CREDIT CARD ACH                 | Tractor-Supply-Co #019 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60040 | 7.99              |
| WELLS FARGO CREDIT CARD ACH                 | Tractor-Supply-Co #019 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60040 | 134.98            |
| WELLS FARGO CREDIT CARD ACH                 | Tractor-Supply-Co #019 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60045 | 22.99             |
| WELLS FARGO CREDIT CARD ACH                 | Trailerpartssuperstore WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4200.423.40042 | 39.49             |
| WELLS FARGO CREDIT CARD ACH                 | U.S.Internet Corp WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards | 101.47.1400.413.40035 | 220.00            |
| WELLS FARGO CREDIT CARD ACH                 | Uline Ship Supplies WF 06/20       | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4000.421.60065 | 191.29            |
| WELLS FARGO CREDIT CARD ACH                 | Usps Po 2688000062 WF 06/20        | 06/30/2020 | Wells Fargo Purchase Cards | 101.43.5100.442.50035 | 27.50             |
| WELLS FARGO CREDIT CARD ACH                 | Versalok Burnsville WF 06/20       | 06/30/2020 | Wells Fargo Purchase Cards | 101.43.5200.443.60016 | 1,137.27          |
| WELLS FARGO CREDIT CARD ACH                 | Walgreens #6943 WF 06/20           | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4000.421.60018 | 98.31             |
| WELLS FARGO CREDIT CARD ACH                 | Wal-Mart #5089 WF 06/20            | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4200.423.60065 | 158.75            |
| WELLS FARGO CREDIT CARD ACH                 | Wal-Mart #5089 WF 06/20            | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4200.423.60065 | 56.45             |
| WELLS FARGO CREDIT CARD ACH                 | Wal-Mart #5089 WF 06/20 CR         | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4000.421.50065 | (24.97)           |
| WELLS FARGO CREDIT CARD ACH                 | Wal-Mart #5089 WF 06/20 CR         | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4200.423.60065 | (4.50)            |
| WELLS FARGO CREDIT CARD ACH                 | Winfield Solutions Eco WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 101.44.6000.451.60030 | 126.00            |
| WELLS FARGO CREDIT CARD ACH                 | Zoom.Us WF 06/20                   | 06/30/2020 | Wells Fargo Purchase Cards | 101.42.4000.421.70501 | 16.06             |
| WELLS FARGO CREDIT CARD ACH                 | Zoom.Us WF 06/20                   | 06/30/2020 | Wells Fargo Purchase Cards | 101.47.1400.413.40035 | 16.06             |
| WI SCTF (WI SUPPORT COLLECTIONS TRUST FUND) | INV0104591                         | 08/28/2020 | PARTICIPANT ID#0004986316  | 101.203.2032100       | 433.06            |
| XCEL ENERGY                                 | 695225880                          | 08/20/2020 | Gas & Electric             | 101.43.5400.445.40020 | 9,579.82          |
| XCEL ENERGY                                 | 695225880 CR                       | 08/20/2020 | Gas & Electric             | 101.43.5200.443.40020 | (76.60)           |
| XCEL ENERGY                                 | 695975813                          | 08/20/2020 | Gas & Electric             | 101.44.6000.451.40010 | 180.14            |
| XCEL ENERGY                                 | 695975813 CR                       | 08/20/2020 | Gas & Electric             | 101.44.6000.451.40020 | (1,623.22)        |
| XCEL ENERGY                                 | 695981791                          | 08/20/2020 | Gas & Electric             | 101.42.4000.421.40042 | 41.99             |
| <b>Fund: 101 - GENERAL FUND</b>             |                                    |            |                            |                       | <b>813,106.62</b> |

| Vendor Name                            | Payable Number                  | Post Date  | Description (Item)                         | Account Number        | Amount          |
|----------------------------------------|---------------------------------|------------|--------------------------------------------|-----------------------|-----------------|
| LIME VALLEY ADVERTISING, INC.          | 20003.07                        | 09/09/2020 | Programming services                       | 201.44.1600.465.50025 | 100.00          |
| RIVER HEIGHTS CHAMBER OF COMMERCE      | 10628                           | 09/09/2020 | Vikings season preview sponsor             | 201.44.1600.465.50025 | 500.00          |
| RIVER HEIGHTS CHAMBER OF COMMERCE      | 10648                           | 09/09/2020 | September services, rent, retirement & hea | 201.44.1600.465.30700 | 6,115.49        |
| ST PAUL ARENA COMPANY, LLC             | 08/25/2020                      | 08/26/2020 | reissue 2019 payment never received        | 201.44.1600.465.50025 | 200.00          |
| STACY ANN BROOKS                       | 319                             | 09/09/2020 | Septmeber blog posts                       | 201.44.1600.465.50025 | 205.00          |
| WELLS FARGO CREDIT CARD ACH            | Google Gsuite_Visitig WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards                 | 201.44.1600.465.50070 | 18.00           |
| WELLS FARGO CREDIT CARD ACH            | Google Ads8715259637 WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards                 | 201.44.1600.465.50070 | 79.60           |
| WELLS FARGO CREDIT CARD ACH            | Siteground Hosting WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards                 | 201.44.1600.465.50025 | 15.95           |
| WELLS FARGO CREDIT CARD ACH            | The Star Tribune Adver WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 201.44.1600.465.50025 | 166.68          |
| <b>Fund: 201 - C.V.B. FUND</b>         |                                 |            |                                            |                       | <b>7,400.72</b> |
| BLOOMINGTON THEATRE AND ART CENTER     | 1380                            | 09/09/2020 | Cardboard creations                        | 204.44.0000.3470000   | 1,331.00        |
| HAGER, BRIANNA                         | 08/03/2020                      | 08/26/2020 | Summer camp/ covid                         | 204.44.0000.3470000   | 113.00          |
| SAVE A LIFE                            | 5336                            | 08/26/2020 | Medical contractor                         | 204.44.6100.452.30700 | 695.50          |
| TARA REDDINGER - ADAMS                 | IGH0001                         | 08/26/2020 | Skills Training                            | 204.44.6100.452.30700 | 282.00          |
| VILLARS, CONNIE                        | 08/04/2020                      | 08/26/2020 | Covid                                      | 204.207.2070300       | 4.66            |
| VILLARS, CONNIE                        | 08/04/2020                      | 08/26/2020 | Covid                                      | 204.44.0000.3471000   | 65.34           |
| WELLS FARGO CREDIT CARD ACH            | Amazon.Com Ms1zi9k41 A WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 204.44.6100.452.60009 | 111.60          |
| WELLS FARGO CREDIT CARD ACH            | Amazon.Com Ms62g9ki1 WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards                 | 204.44.6100.452.60009 | 139.99          |
| WELLS FARGO CREDIT CARD ACH            | Amzn Mktp Us Ms0ax93r0 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 204.44.6100.452.30700 | 34.99           |
| WELLS FARGO CREDIT CARD ACH            | Amzn Mktp Us Ms1ex6s41 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 204.44.6100.452.60009 | 129.99          |
| WELLS FARGO CREDIT CARD ACH            | Amzn Mktp Us Ms3cp4bx0 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 204.44.6100.452.60009 | 27.42           |
| WELLS FARGO CREDIT CARD ACH            | Amzn Mktp Us Ms57l2e72 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 204.44.6100.452.60009 | 6.89            |
| WELLS FARGO CREDIT CARD ACH            | Amzn Mktp Us Ms79w57r0 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 204.44.6100.452.60009 | 39.00           |
| WELLS FARGO CREDIT CARD ACH            | Celts Pub Inver Grove WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards                 | 204.44.6100.452.60009 | 50.00           |
| WELLS FARGO CREDIT CARD ACH            | Drkula'S 32 Bowl WF 06/20       | 06/30/2020 | Wells Fargo Purchase Cards                 | 204.44.6100.452.60009 | 50.00           |
| WELLS FARGO CREDIT CARD ACH            | Samsclub #4738 WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards                 | 204.44.6100.452.50070 | 150.00          |
| WELLS FARGO CREDIT CARD ACH            | Uline Ship Supplies WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards                 | 204.44.6100.452.60009 | 260.20          |
| <b>Fund: 204 - RECREATION FUND</b>     |                                 |            |                                            |                       | <b>3,491.58</b> |
| ADES, MARSHA                           | 08/03/2020                      | 08/26/2020 | Covid                                      | 205.207.2070300       | 10.93           |
| ADES, MARSHA                           | 08/03/2020                      | 08/26/2020 | Covid                                      | 205.44.0000.3490100   | 153.40          |
| FELTEN, JON                            | 08/12/2020                      | 08/26/2020 | Covid                                      | 205.207.2070300       | 61.06           |
| FELTEN, JON                            | 08/12/2020                      | 08/26/2020 | Covid                                      | 205.44.0000.3490100   | 856.94          |
| KERN, VIVIAN STREITZ                   | 08/05/2020                      | 08/26/2020 | Covid                                      | 205.207.2070300       | 4.26            |
| KERN, VIVIAN STREITZ                   | 08/05/2020                      | 08/26/2020 | Covid                                      | 205.44.0000.3490100   | 59.74           |
| MADISON NATIONAL LIFE INSURANCE COMPAN | 14047931                        | 09/09/2020 | September charges                          | 205.44.6200.453.20630 | 4.87            |
| MADISON NATIONAL LIFE INSURANCE COMPAN | 14047931                        | 09/09/2020 | September charges                          | 205.44.6200.453.20630 | 4.88            |
| MCGRATH, DEBRA                         | 08/06/2020                      | 08/26/2020 | Covid                                      | 205.44.0000.3496000   | 80.00           |
| MN LIFE INSURANCE CO                   | Sept2020                        | 09/09/2020 | Policy #0027324                            | 205.44.6200.453.20620 | 5.87            |
| MN LIFE INSURANCE CO                   | Sept2020                        | 09/09/2020 | Policy #0027324                            | 205.44.6200.453.20620 | 5.88            |
| OLSON, COLLEEN                         | 08/03/2020                      | 08/26/2020 | Covid                                      | 205.207.2070300       | 32.81           |
| OLSON, COLLEEN                         | 08/03/2020                      | 08/26/2020 | Covid                                      | 205.44.0000.3490100   | 460.52          |
| PERFECTION PLUS, INC                   | 113258                          | 08/26/2020 | August 200                                 | 205.44.6200.453.40040 | 6,326.10        |
| PETTY CASH - WF PURCHASE CARD FEES     | Roach, Rick WF OOP 06/20        | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme      | 205.44.6200.453.50065 | 5.18            |
| PETTY CASH - WF PURCHASE CARD FEES     | Roach, Rick WF OOP 06/20        | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme      | 205.44.6200.453.50065 | 5.18            |
| PETTY CASH - WF PURCHASE CARD FEES     | Roach, Rick WF OOP 06/20        | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme      | 205.44.6200.453.50065 | 5.18            |
| PETTY CASH - WF PURCHASE CARD FEES     | Roach, Rick WF OOP 06/20        | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme      | 205.44.6200.453.50065 | 5.18            |
| PETTY CASH - WF PURCHASE CARD FEES     | Roach, Rick WF OOP 06/20        | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme      | 205.44.6200.453.50065 | 5.18            |
| PETTY CASH - WF PURCHASE CARD FEES     | Roach, Rick WF OOP 06/20        | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme      | 205.44.6200.453.50065 | 5.18            |
| PETTY CASH - WF PURCHASE CARD FEES     | Roach, Rick WF OOP 06/20        | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme      | 205.44.6200.453.50065 | 37.38           |
| PETTY CASH - WF PURCHASE CARD FEES     | Roach, Rick WF OOP 06/20        | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme      | 205.44.6200.453.50065 | 5.18            |
| PETTY CASH - WF PURCHASE CARD FEES     | Roach, Rick WF OOP 06/20        | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme      | 205.44.6200.453.50065 | 5.18            |
| PETTY CASH - WF PURCHASE CARD FEES     | Roach, Rick WF OOP 06/20        | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme      | 205.44.6200.453.50065 | 3.45            |
| UEBEL, JOE                             | 08/27/2020                      | 09/09/2020 | Covid                                      | 205.44.0000.3493501   | 40.00           |
| VANDERBEEK, BILL                       | 08/12/2020                      | 08/26/2020 | Covid                                      | 205.207.2070300       | 8.87            |
| VANDERBEEK, BILL                       | 08/12/2020                      | 08/26/2020 | Covid                                      | 205.44.0000.3490100   | 124.46          |
| WAGENKNECHT, STACY                     | 08/03/2020                      | 08/26/2020 | Covid                                      | 205.207.2070300       | 57.71           |
| WELLS FARGO CREDIT CARD ACH            | Amazon.Com Ms9eo1mn2 A WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60016 | 11.99           |
| WELLS FARGO CREDIT CARD ACH            | Amzn Mktp Us Ms0x69vy2 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60065 | 187.94          |
| WELLS FARGO CREDIT CARD ACH            | Amzn Mktp Us Ms1bt2bv0 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60040 | 11.98           |
| WELLS FARGO CREDIT CARD ACH            | Amzn Mktp Us Ms3su2yn1 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60065 | 146.97          |
| WELLS FARGO CREDIT CARD ACH            | Amzn Mktp Us Ms5w526i0 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60065 | 1,099.98        |
| WELLS FARGO CREDIT CARD ACH            | Amzn Mktp Us Ms6no57g1 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60065 | 279.98          |
| WELLS FARGO CREDIT CARD ACH            | Amzn Mktp Us Ms72z6qz1 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60040 | 109.99          |
| WELLS FARGO CREDIT CARD ACH            | Apec 123613 WF 06/20            | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60016 | 54.04           |
| WELLS FARGO CREDIT CARD ACH            | Apec 123613 WF 06/20            | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60016 | 54.03           |
| WELLS FARGO CREDIT CARD ACH            | Banksupplies Acquisiti WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60065 | 1,465.00        |
| WELLS FARGO CREDIT CARD ACH            | Bill Rascher Mechanica WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.40040 | 337.33          |
| WELLS FARGO CREDIT CARD ACH            | Bill Rascher Mechanica WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.40040 | 337.33          |
| WELLS FARGO CREDIT CARD ACH            | Comcast St. Paul WF 06/20       | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.50070 | 91.22           |
| WELLS FARGO CREDIT CARD ACH            | Dog Waste Depot WF 06/20        | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60011 | 583.42          |
| WELLS FARGO CREDIT CARD ACH            | First Supply Wfpg Roc WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60016 | 19.00           |
| WELLS FARGO CREDIT CARD ACH            | First Supply Wfpg Roc WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60016 | 19.00           |
| WELLS FARGO CREDIT CARD ACH            | Inver Grove Heights Ac WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60016 | 8.75            |
| WELLS FARGO CREDIT CARD ACH            | Inver Grove Heights Ac WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60016 | 8.75            |
| WELLS FARGO CREDIT CARD ACH            | Inver Grove Heights Ac WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60016 | 8.50            |
| WELLS FARGO CREDIT CARD ACH            | Inver Grove Heights Ac WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60016 | 8.49            |
| WELLS FARGO CREDIT CARD ACH            | Lifeguard Store - Onli WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60040 | 594.28          |
| WELLS FARGO CREDIT CARD ACH            | Lifeguard Store - Onli WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60040 | 162.50          |
| WELLS FARGO CREDIT CARD ACH            | Medpro Waste Disposal WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.40025 | 103.74          |
| WELLS FARGO CREDIT CARD ACH            | Menards Richfield Mn WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60040 | 154.41          |
| WELLS FARGO CREDIT CARD ACH            | O'Reilly Auto Parts 17 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.40042 | 8.79            |
| WELLS FARGO CREDIT CARD ACH            | R&R Specialties Of Wis WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.40042 | 97.55           |
| WELLS FARGO CREDIT CARD ACH            | Sams Club #4736 WF 06/20        | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60065 | 19.98           |
| WELLS FARGO CREDIT CARD ACH            | Samsclub #4738 WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.50070 | 150.00          |
| WELLS FARGO CREDIT CARD ACH            | Sherwin Williams 70309 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60016 | 125.89          |
| WELLS FARGO CREDIT CARD ACH            | Sherwin Williams 70309 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards                 | 205.44.6200.453.60016 | 125.89          |



| Vendor Name                                  | Payable Number                        | Post Date  | Description (Item)                          | Account Number        | Amount            |
|----------------------------------------------|---------------------------------------|------------|---------------------------------------------|-----------------------|-------------------|
| WELLS FARGO CREDIT CARD ACH                  | Sp Eventwristbands WF 06/20           | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60065 | 32.55             |
| WELLS FARGO CREDIT CARD ACH                  | Staples Dire WF 06/20                 | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60065 | 260.38            |
| WELLS FARGO CREDIT CARD ACH                  | The Home Depot #2813 WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60040 | 49.74             |
| WELLS FARGO CREDIT CARD ACH                  | The Home Depot #2813 WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60065 | 47.63             |
| WELLS FARGO CREDIT CARD ACH                  | The Home Depot #2843 WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60016 | 41.98             |
| WELLS FARGO CREDIT CARD ACH                  | The Home Depot #2843 WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60040 | 15.01             |
| WELLS FARGO CREDIT CARD ACH                  | The Home Depot #2843 WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60040 | 26.98             |
| WELLS FARGO CREDIT CARD ACH                  | The Home Depot #2843 WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60040 | 77.21             |
| WELLS FARGO CREDIT CARD ACH                  | The Home Depot 2810 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60065 | 365.95            |
| WELLS FARGO CREDIT CARD ACH                  | Uline Ship Supplies WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60065 | 260.20            |
| WELLS FARGO CREDIT CARD ACH                  | Uline Ship Supplies WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60065 | 260.20            |
| WELLS FARGO CREDIT CARD ACH                  | Watersafety WF 06/20                  | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60040 | 555.00            |
| WELLS FARGO CREDIT CARD ACH                  | Watersafety WF 06/20                  | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60065 | 33.16             |
| WELLS FARGO CREDIT CARD ACH                  | Watersafety WF 06/20                  | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60065 | 55.00             |
| WELLS FARGO CREDIT CARD ACH                  | Watersafety WF 06/20                  | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.60065 | 90.00             |
| WELLS FARGO CREDIT CARD ACH                  | Whentowork Inc WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.50070 | 180.00            |
| WELLS FARGO CREDIT CARD ACH                  | Whentowork Inc WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.50070 | 180.00            |
| WELLS FARGO CREDIT CARD ACH                  | Zoom.Us WF 06/20                      | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.50020 | 16.06             |
| WELLS FARGO CREDIT CARD ACH                  | Zumba Fitness WF 06/20                | 06/30/2020 | Wells Fargo Purchase Cards                  | 205.44.6200.453.50070 | 35.00             |
| XCEL ENERGY                                  | 695975813                             | 08/20/2020 | Gas & Electric                              | 205.44.6200.453.40010 | 558.20            |
| XCEL ENERGY                                  | 695975813                             | 08/20/2020 | Gas & Electric                              | 205.44.6200.453.40010 | 1,536.08          |
| XCEL ENERGY                                  | 695975813                             | 08/20/2020 | Gas & Electric                              | 205.44.6200.453.40010 | 10,306.28         |
| XCEL ENERGY                                  | 695975813                             | 08/20/2020 | Gas & Electric                              | 205.44.6200.453.40020 | 1,753.65          |
| <b>Fund: 205 - COMMUNITY CENTER</b>          |                                       |            |                                             |                       | <b>31,498.37</b>  |
| EHLERS AND ASSOCIATES, INC.                  | 84096                                 | 08/26/2020 | 2020 Continuing Disclosure Reporting        | 399.57.9000.570.30150 | 4,200.00          |
| <b>Fund: 399 - CLOSED BOND FUND</b>          |                                       |            |                                             |                       | <b>4,200.00</b>   |
| NEWMARK PARTNERS LP                          | 251003                                | 08/26/2020 | Appraisal Report - Riley property           | 402.44.6000.451.30700 | 3,200.00          |
| <b>Fund: 402 - PARK ACQ. &amp; DEV. FUND</b> |                                       |            |                                             |                       | <b>3,200.00</b>   |
| METROPOLITAN COUNCIL                         | 09/09/2020                            | 09/09/2020 | Fees                                        | 404.217.2170000       | 2,485.00          |
| <b>Fund: 404 - SEWER CONNECTION FUND</b>     |                                       |            |                                             |                       | <b>2,485.00</b>   |
| GHERARDINI, MARK                             | INV1001                               | 08/26/2020 | Mirror Installation                         | 434.42.4200.423.80500 | 1,600.00          |
| <b>Fund: 434 - 2014 IMPROVEMENT FUND</b>     |                                       |            |                                             |                       | <b>1,600.00</b>   |
| EMMONS & OLIVIER RESOURCES                   | 08/24/2020                            | 09/09/2020 | Meetings, site visits and preliminary desiç | 439.73.5900.739.30420 | 12,255.82         |
| <b>Fund: 439 - 2019 IMPROVEMENT FUND</b>     |                                       |            |                                             |                       | <b>12,255.82</b>  |
| AMERICAN ENGINEERING TESTING, INC.           | 913747                                | 09/09/2020 | Construction testing services               | 440.74.5900.740.30300 | 16,734.10         |
| AMERICAN ENGINEERING TESTING, INC.           | 913748                                | 09/09/2020 | Project testing services                    | 440.74.5900.740.30300 | 4,250.10          |
| BOLTON & MENK, INC.                          | 0254291                               | 08/26/2020 | 64th Street area improvement                | 440.74.5900.740.30300 | 10,458.00         |
| BRAUN INTERTEC CORPORATION                   | B222376                               | 08/26/2020 | 2019-09F project                            | 440.74.5900.740.30300 | 1,023.75          |
| MCNAMARA CONTRACTING INC                     | Pay Voucher No. 1                     | 08/25/2020 | City Project No. 2019-09F Carter Path & I   | 440.74.5900.740.80300 | 145,659.70        |
| MCNAMARA CONTRACTING INC                     | Pay Voucher No. 1B                    | 08/26/2020 | Pay voucher #1 Proj 1609G                   | 440.74.5900.740.80300 | 211,592.22        |
| PEARSON BROTHERS, INC.                       | Final Compensating change order No. 1 | 08/25/2020 | Final PV 1 Proj 2009B                       | 440.74.5900.740.40046 | 230,801.98        |
| VALLEY PAVING                                | Pay Voucher No. 2                     | 08/25/2020 | City Project No. 2019-09D- 64th Street Ar   | 440.74.5900.740.80300 | 284,825.10        |
| <b>Fund: 440 - PAVEMENT MANAGEMENT PROJ</b>  |                                       |            |                                             |                       | <b>905,344.95</b> |
| BARR ENGINEERING COMPANY                     | 23190328.20-5                         | 09/09/2020 | 2020 Project reviews & studies              | 441.74.5900.741.30300 | 676.00            |
| EMMONS & OLIVIER RESOURCES                   | 00095-0066-4                          | 08/26/2020 | Online basin map development                | 441.43.0000.3434500   | 3,033.75          |
| EMMONS & OLIVIER RESOURCES                   | 23190328.20-6                         | 09/09/2020 | IGT - B Subbasin work                       | 441.74.5900.741.30300 | 21,151.00         |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P.    | INVRGRV-12008                         | 08/26/2020 | June 2020                                   | 441.74.5900.741.40020 | 1,031.47          |
| M & J SERVICES, LLC                          | 2247                                  | 08/26/2020 | Brent Ave work                              | 441.74.5900.741.40066 | 1,765.00          |
| M & J SERVICES, LLC                          | 2248                                  | 08/26/2020 | Bester and Blaine Ave work                  | 441.74.5900.741.40066 | 1,820.00          |
| SOUTH ST PAUL, CITY OF                       | 08/10/2020                            | 09/09/2020 | Water Bills                                 | 441.74.5900.741.40030 | 76.44             |
| XCEL ENERGY                                  | 695225880                             | 08/20/2020 | Gas & Electric                              | 441.74.5900.741.40020 | 1,583.66          |
| <b>Fund: 441 - STORM WATER MANAGEMENT</b>    |                                       |            |                                             |                       | <b>31,137.32</b>  |
| NORTHERN LIGHTS DISPLAY LLC                  | 20-1126B                              | 08/26/2020 | Correction                                  | 444.74.5900.744.60065 | 2,460.00          |
| <b>Fund: 444 - PARK CAPITAL REPLACEMENT</b>  |                                       |            |                                             |                       | <b>2,460.00</b>   |
| BOLTON & MENK, INC.                          | 0254293                               | 08/26/2020 | Ace in the hole sewer study                 | 446.74.5900.746.30300 | 464.50            |
| DANNER INC                                   | Pay Voucher No. 7                     | 08/26/2020 | Pay Voucher #7, Proj 2015-03 & 2018-03      | 446.74.5900.746.80300 | 18,300.46         |
| DANNER INC                                   | Pay Voucher No. 7                     | 08/26/2020 | Pay Voucher #7, Proj 2015-03 & 2018-03      | 446.74.5900.746.80300 | 61,839.14         |
| WSB & ASSOCIATES, INC.                       | R-014154-000-15                       | 08/26/2020 | 65th St & Utility improvements              | 446.74.5900.746.30300 | 7,949.50          |
| <b>Fund: 446 - NW AREA</b>                   |                                       |            |                                             |                       | <b>88,553.60</b>  |
| BARR ENGINEERING COMPANY                     | 23190218.00-29                        | 09/09/2020 | Pine bend landfill                          | 451.75.5900.751.30700 | 5,132.00          |
| NORTHERN LIGHTS PYROTECHNICS                 | 8/18/2020                             | 08/26/2020 | 2020 Fireworks contribution                 | 451.75.5900.751.70600 | 5,000.00          |
| <b>Fund: 451 - HOST COMMUNITY FUND</b>       |                                       |            |                                             |                       | <b>10,132.00</b>  |
| MEATHEADS MEATS & DELI Inc.                  | 744                                   | 08/26/2020 | Food                                        | 470.42.4200.423.30700 | 1,564.75          |
| WELLS FARGO CREDIT CARD ACH                  | Turittos Pizza WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards                  | 470.42.4200.423.50075 | 128.07            |
| WELLS FARGO CREDIT CARD ACH                  | Wal-Mart #5089 WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards                  | 470.42.4200.423.50075 | 89.53             |
| WELLS FARGO CREDIT CARD ACH                  | Wal-Mart #5089 WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards                  | 470.42.4200.423.50075 | 101.01            |
| <b>Fund: 470 - 2020 IMPROVEMENT FUND</b>     |                                       |            |                                             |                       | <b>1,883.36</b>   |
| CHAMPION TANK SERVICES                       | 939202                                | 09/09/2020 | Sandblast, prime & paint hydrants           | 501.50.7100.512.40043 | 16,250.00         |
| CORE & MAIN LP                               | M837041                               | 08/26/2020 | Parts                                       | 501.50.7100.512.60016 | 1,450.14          |
| CORE & MAIN LP                               | M837061                               | 08/26/2020 | Parts                                       | 501.50.7100.512.40043 | 4,691.82          |
| CSS                                          | 10054                                 | 08/26/2020 | Paint                                       | 501.50.7100.512.40043 | 243.96            |
| EARL F ANDERSEN INC                          | 0124281-IN                            | 09/09/2020 | Speed Sign                                  | 501.50.7100.512.60016 | 125.25            |
| ENEBECK                                      | 09/09/2020                            | 09/09/2020 | Refund hydrant permit #2015                 | 501.207.2070300       | (13.02)           |
| ENEBECK                                      | 09/09/2020                            | 09/09/2020 | Refund hydrant permit #2015                 | 501.50.0000.3813000   | (182.80)          |
| FERGUSON WATERWORKS                          | 0460501                               | 09/09/2020 | 3 Hydrant meter usage W/NST coup            | 501.50.7100.512.75500 | 1,358.50          |

| Vendor Name                               | Payable Number                  | Post Date  | Description (Item)               | Account Number        | Amount           |
|-------------------------------------------|---------------------------------|------------|----------------------------------|-----------------------|------------------|
| FERGUSON WATERWORKS                       | SC21942                         | 09/09/2020 | August service charges           | 501.50.7100.512.75500 | 27.63            |
| GERLACH OUTDOOR POWER EQUIP               | 202473                          | 09/09/2020 | Starter - recoil                 | 501.50.7100.512.60016 | 111.59           |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-12008                   | 08/26/2020 | June 2020                        | 501.50.7100.512.40020 | 9,940.15         |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-12008                   | 08/26/2020 | June 2020                        | 501.50.7100.512.40020 | 27,618.04        |
| GOPHER STATE ONE-CALL                     | 0080483                         | 09/09/2020 | FTP tickets                      | 501.50.7100.512.30700 | 757.35           |
| HAMPTON COMPANIES                         | 08/19/2020                      | 08/26/2020 | Refund Hydrant Permit #2009      | 501.207.2070300       | (15.25)          |
| HAMPTON COMPANIES                         | 08/19/2020                      | 08/26/2020 | Refund Hydrant Permit #2009      | 501.50.0000.3813000   | (214.00)         |
| HAWKINS, INC.                             | 4770028                         | 08/26/2020 | Chlorine                         | 501.50.7100.512.60019 | 703.00           |
| HAWKINS, INC.                             | 4784218                         | 09/09/2020 | Potassium permanganate tech      | 501.50.7100.512.60019 | 6,870.19         |
| HYDRODESIGNS, INC                         | 0058543-IN                      | 09/09/2020 | monthly charges                  | 501.50.7100.512.30700 | 1,247.25         |
| MADISON NATIONAL LIFE INSURANCE COMPAN    | 14047931                        | 09/09/2020 | September charges                | 501.50.7100.512.20630 | 10.70            |
| MID CITY SERVICES, INC.                   | 134571                          | 08/26/2020 | Dust Mat                         | 501.50.7100.512.40040 | 55.20            |
| MN GLOVE & SAFETY, INC.                   | 324184                          | 09/09/2020 | gloves                           | 501.50.7100.512.60045 | 69.99            |
| POLLARD INC, JOSEPH G                     | 0170651                         | 08/26/2020 | Repairs                          | 501.50.7100.512.60016 | 1,093.00         |
| SOUTH ST PAUL, CITY OF                    | 08/10/2020                      | 09/09/2020 | Water Bills                      | 501.50.7100.512.40005 | 350.72           |
| STANTEC CONSULTING SERVICES INC.          | 1666836                         | 08/26/2020 | AWIA planning                    | 501.50.7100.512.30300 | 3,160.00         |
| TODD DOUGLAS EDINGER - RMR SERVICES LLC   | 2020256                         | 08/26/2020 | August meter reading             | 501.50.7100.512.30700 | 1,530.00         |
| UPS                                       | 000027914A340                   | 09/09/2020 | Comemrcial shipping              | 501.50.7100.512.60016 | 10.12            |
| VALLEY-RICH CO, INC                       | 28564                           | 08/26/2020 | Equipment                        | 501.50.7100.512.40046 | 4,499.60         |
| VIKING INDUSTRIAL CENTER                  | 3199593                         | 09/09/2020 | Cables                           | 501.50.7100.512.60016 | 1,505.90         |
| WATER CONSERVATION SERVICES INC           | 10658                           | 09/09/2020 | 80th & Clayton - leak            | 501.50.7100.512.30700 | 350.61           |
| WELLS FARGO CREDIT CARD ACH               | Amzn Mktp Us Ms7523c60 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.60016 | 55.86            |
| WELLS FARGO CREDIT CARD ACH               | Amzn Mktp Us Ms7ge1em0 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.60016 | 22.99            |
| WELLS FARGO CREDIT CARD ACH               | Amzn Mktp Us My4ep4nq1 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.40040 | 382.00           |
| WELLS FARGO CREDIT CARD ACH               | Amzn Mktp Us My8zr9m80 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.60016 | 5.49             |
| WELLS FARGO CREDIT CARD ACH               | Inver Grove Heights Ac WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.60016 | 36.51            |
| WELLS FARGO CREDIT CARD ACH               | Northern Tool Equip-Mn WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.60040 | 825.98           |
| WELLS FARGO CREDIT CARD ACH               | Shapco Printing Inc WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.50035 | 2,784.52         |
| WELLS FARGO CREDIT CARD ACH               | The Home Depot #2843 WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.60016 | 79.97            |
| WELLS FARGO CREDIT CARD ACH               | The Home Depot #2843 WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.60016 | 42.78            |
| WELLS FARGO CREDIT CARD ACH               | The Home Depot 2843 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.60016 | 90.88            |
| WELLS FARGO CREDIT CARD ACH               | The Home Depot 2843 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.60016 | 84.84            |
| WELLS FARGO CREDIT CARD ACH               | The Home Depot 2843 WF 06/20 CR | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.60016 | (90.88)          |
| WELLS FARGO CREDIT CARD ACH               | Tractor-Supply-Co #019 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.40040 | 140.35           |
| WELLS FARGO CREDIT CARD ACH               | Tractor-Supply-Co #019 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.60016 | 99.94            |
| WELLS FARGO CREDIT CARD ACH               | Tractor-Supply-Co #019 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards       | 501.50.7100.512.60040 | 258.97           |
| <b>Fund: 501 - WATER UTILITY FUND</b>     |                                 |            |                                  |                       | <b>88,425.84</b> |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-12008                   | 08/26/2020 | June 2020                        | 502.51.7200.514.40020 | 667.18           |
| MADISON NATIONAL LIFE INSURANCE COMPAN    | 14047931                        | 09/09/2020 | September charges                | 502.51.7200.514.20630 | 4.58             |
| MN GLOVE & SAFETY, INC.                   | 324166                          | 09/09/2020 | Rain defender                    | 502.51.7200.514.60045 | 59.99            |
| OPTION ONE MECHANICAL LLC                 | 1475                            | 08/26/2020 | Repair services                  | 502.51.7200.514.40042 | 3,800.00         |
| SOUTH ST PAUL, CITY OF                    | 08/10/2020                      | 09/09/2020 | Water Bills                      | 502.51.7200.514.40015 | 555.39           |
| <b>Fund: 502 - SEWER UTILITY FUND</b>     |                                 |            |                                  |                       | <b>5,087.14</b>  |
| ARTISAN BEER COMPANY                      | 3430677                         | 08/25/2020 | Beer                             | 503.52.8300.524.76150 | 252.80           |
| ARTISAN BEER COMPANY                      | 3431946                         | 08/25/2020 | Beer                             | 503.52.8300.524.76150 | 511.70           |
| ARTISAN BEER COMPANY                      | 3433135                         | 08/26/2020 | Beer                             | 503.52.8300.524.76150 | 354.65           |
| BREAKTHRU BEVERAGE MINNESOTA              | 1081165062                      | 08/25/2020 | Liquor                           | 503.52.8300.524.76150 | 454.80           |
| BREAKTHRU BEVERAGE MINNESOTA              | 1091159363                      | 08/25/2020 | Beer                             | 503.52.8300.524.76150 | 120.60           |
| BREAKTHRU BEVERAGE MINNESOTA              | 1091159364                      | 08/25/2020 | Beer                             | 503.52.8300.524.76150 | 204.00           |
| BREAKTHRU BEVERAGE MINNESOTA              | 1091162615                      | 08/26/2020 | Beer                             | 503.52.8300.524.76150 | 691.00           |
| COCA COLA BOTTLING COMPANY                | 3607208328                      | 08/26/2020 | Beverages                        | 503.52.8300.524.76100 | 480.45           |
| COCA COLA BOTTLING COMPANY                | 3607208404                      | 08/26/2020 | Beverages                        | 503.52.8300.524.76100 | 474.28           |
| COCA COLA BOTTLING COMPANY                | 3607208493                      | 08/26/2020 | Beverages                        | 503.52.8300.524.76100 | 866.02           |
| COCA COLA BOTTLING COMPANY                | 3607208494                      | 08/26/2020 | Credit                           | 503.52.8300.524.76100 | (75.00)          |
| COLLEGE CITY BEVERAGE                     | 1044-00271                      | 08/26/2020 | Beer                             | 503.52.8300.524.76150 | 335.20           |
| COLLEGE CITY BEVERAGE                     | 630763                          | 08/25/2020 | Beer                             | 503.52.8300.524.76150 | 431.80           |
| COVERALL OF THE TWIN CITIES INC           | 1590000197                      | 08/25/2020 | Cleaning Services                | 503.52.8500.526.40040 | 1,124.81         |
| DAKOTA ELECTRIC ASSN                      | 201360-5 08/20                  | 08/20/2020 | Electric                         | 503.52.8600.527.40020 | 258.96           |
| DRAFT TECHNOLOGIES                        | 08242004                        | 08/26/2020 | Beer line cleaning               | 503.52.8300.524.40042 | 55.00            |
| FIRST IMPRESSION GROUP, THE               | 108677-P                        | 08/26/2020 | Postage for golf course postcard | 503.52.8500.526.50035 | 2,620.92         |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-12008                   | 08/26/2020 | June 2020                        | 503.52.8600.527.40020 | 115.97           |
| HEGGIES PIZZA                             | 08/17/2020                      | 08/26/2020 | Pizzas                           | 503.52.8300.524.76050 | 94.25            |
| JJ TAYLOR DIST. COMPANY OF MN             | CM0002897                       | 08/18/2020 | Beer                             | 503.52.8300.524.76150 | (48.00)          |
| JJ TAYLOR DIST. COMPANY OF MN             | 3110837                         | 08/26/2020 | Beer                             | 503.52.8300.524.76150 | 428.00           |
| M. AMUNDSON LLP                           | 305515                          | 08/25/2020 | Candy                            | 503.52.8300.524.76050 | 187.24           |
| M. AMUNDSON LLP                           | 306332                          | 08/26/2020 | Candy                            | 503.52.8300.524.76050 | 24.91            |
| MANSFIELD OIL COMPANY                     | 21894916                        | 09/09/2020 | Fuel                             | 503.52.8600.527.60021 | 1,678.34         |
| MANSFIELD OIL COMPANY                     | 21894981                        | 08/25/2020 | Dyed B20 ULS2 Clean365           | 503.52.8600.527.60021 | 1,567.58         |
| MANSFIELD OIL COMPANY                     | 21895078                        | 08/26/2020 | Fuel                             | 503.52.8400.525.60021 | 1,051.70         |
| MANSFIELD OIL COMPANY                     | 21910195                        | 09/09/2020 | Fuel                             | 503.52.8400.525.60021 | 1,160.84         |
| MN GOLF ASSOCIATION, INC.                 | 5109911                         | 08/25/2020 | GHIN handicap service            | 503.52.8000.521.70250 | 800.00           |
| MTI DISTRIBUTING CO                       | 1268687-00                      | 08/26/2020 | Decoders                         | 503.52.8600.527.60008 | 710.56           |
| MTI DISTRIBUTING CO                       | 1268688-00                      | 07/28/2020 | Credit                           | 503.52.8600.527.60008 | (320.63)         |
| MTI DISTRIBUTING CO                       | 1266166-02                      | 08/25/2020 | Parts                            | 503.52.8600.527.40042 | 169.39           |
| MTI DISTRIBUTING CO                       | 1266166-03                      | 08/25/2020 | Parts                            | 503.52.8600.527.60008 | 430.32           |
| MTI DISTRIBUTING CO                       | 1270278-00                      | 08/25/2020 | Parts                            | 503.52.8600.527.40042 | 733.12           |
| MTI DISTRIBUTING CO                       | 1271699-00                      | 08/26/2020 | Decoder                          | 503.52.8600.527.60008 | 373.94           |
| MTI DISTRIBUTING CO                       | 1271875-00                      | 08/25/2020 | Parts                            | 503.52.8600.527.40042 | 455.20           |
| MTI DISTRIBUTING CO                       | 1272076-00                      | 08/26/2020 | Carburetor Kit                   | 503.52.8600.527.40042 | 394.75           |
| MTI DISTRIBUTING CO                       | 1272883-00                      | 08/26/2020 | Oil                              | 503.52.8600.527.40042 | 89.80            |
| MTI DISTRIBUTING CO                       | 1273204-00                      | 08/26/2020 | Filters                          | 503.52.8600.527.40042 | (471.15)         |
| MTI DISTRIBUTING CO                       | 1273362-00                      | 08/26/2020 | Parts                            | 503.52.8600.527.40042 | 72.69            |
| MTI DISTRIBUTING CO                       | 1273381-00                      | 08/26/2020 | Parts                            | 503.52.8600.527.40042 | (72.69)          |
| MTI DISTRIBUTING CO                       | 1274989-00                      | 09/09/2020 | Parts                            | 503.52.8600.527.40042 | 377.28           |
| MTI DISTRIBUTING CO                       | 1275486-00                      | 09/09/2020 | Parts                            | 503.52.8600.527.40042 | 709.09           |

| Vendor Name                               | Payable Number                    | Post Date  | Description (Item)         | Account Number        | Amount           |
|-------------------------------------------|-----------------------------------|------------|----------------------------|-----------------------|------------------|
| MTI DISTRIBUTING CO                       | 1276235-00                        | 09/09/2020 | Parts                      | 503.52.8600.527.40042 | 1,583.67         |
| NAPA OF INVER GROVE HEIGHTS               | 5762-207784                       | 08/25/2020 | Non-Chlor Brake Cleaner    | 503.52.8600.527.40042 | 68.29            |
| NAPA OF INVER GROVE HEIGHTS               | 5762-209541                       | 08/25/2020 | Lucas Fuel Treat 1Gal      | 503.52.8600.527.40042 | 35.34            |
| NATURE CALLS, INC.                        | 26797                             | 08/26/2020 | Portable restrooms         | 503.52.8600.527.40050 | 248.53           |
| SUPERIOR TURF SERVICES INC                | 165                               | 09/09/2020 | Enclave 2.5 Gal jug        | 503.52.8600.527.60035 | 3,143.69         |
| US FOODSERVICE                            | 3011175                           | 08/25/2020 | Foods                      | 503.52.8300.524.76050 | 755.79           |
| US FOODSERVICE                            | 3011175                           | 08/25/2020 | Foods                      | 503.52.8300.524.76100 | 174.60           |
| US FOODSERVICE                            | 3104720                           | 08/25/2020 | Food                       | 503.52.8300.524.60065 | 94.40            |
| US FOODSERVICE                            | 3104720                           | 08/25/2020 | Food                       | 503.52.8300.524.76050 | 775.04           |
| US FOODSERVICE                            | 3104720                           | 08/25/2020 | Food                       | 503.52.8300.524.76100 | 91.33            |
| US FOODSERVICE                            | 3214637                           | 08/26/2020 | Food                       | 503.52.8300.524.60065 | 226.71           |
| US FOODSERVICE                            | 3214637                           | 08/26/2020 | Food                       | 503.52.8300.524.76050 | 455.21           |
| US FOODSERVICE                            | 3296327                           | 08/26/2020 | Food                       | 503.52.8300.524.76050 | 146.66           |
| WELLS FARGO CREDIT CARD ACH               | Acushnet Company WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8200.523.76200 | 1,016.60         |
| WELLS FARGO CREDIT CARD ACH               | Acushnet Company WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8200.523.76250 | 283.16           |
| WELLS FARGO CREDIT CARD ACH               | Acushnet Company WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8200.523.76400 | 174.00           |
| WELLS FARGO CREDIT CARD ACH               | Aldi 72058 WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76050 | 9.93             |
| WELLS FARGO CREDIT CARD ACH               | Aldi 72058 WF 06/20               | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76050 | 6.49             |
| WELLS FARGO CREDIT CARD ACH               | Amzn Mktp Us Ms1225m50 WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8200.523.70400 | 278.50           |
| WELLS FARGO CREDIT CARD ACH               | Amzn Mktp Us Ms3cq8kf1 WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.60065 | 183.56           |
| WELLS FARGO CREDIT CARD ACH               | Amzn Mktp Us My3zh10d0 WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8500.526.60065 | 291.36           |
| WELLS FARGO CREDIT CARD ACH               | Aramark Minneapolis Oc WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.40042 | 114.19           |
| WELLS FARGO CREDIT CARD ACH               | Aramark Minneapolis Oc WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76100 | 240.70           |
| WELLS FARGO CREDIT CARD ACH               | Black Clover Enterpris WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8200.523.76200 | 117.29           |
| WELLS FARGO CREDIT CARD ACH               | Bushnell WF 06/20                 | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8200.523.76250 | 1,310.96         |
| WELLS FARGO CREDIT CARD ACH               | Caddytrek.Com WF 06/20            | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8200.523.76400 | 790.00           |
| WELLS FARGO CREDIT CARD ACH               | Cub Foods #1639 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76050 | 14.45            |
| WELLS FARGO CREDIT CARD ACH               | Cub Foods #1639 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76050 | 8.37             |
| WELLS FARGO CREDIT CARD ACH               | Cub Foods #1639 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76050 | 13.44            |
| WELLS FARGO CREDIT CARD ACH               | Cutter & Buck Inc WF 06/20        | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8000.521.60045 | 76.28            |
| WELLS FARGO CREDIT CARD ACH               | Denny'S 5th Ave Bakery WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76050 | 519.04           |
| WELLS FARGO CREDIT CARD ACH               | Discount Tire Mnm 17 WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.40020 | 1,005.29         |
| WELLS FARGO CREDIT CARD ACH               | Dog Waste Depot WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8500.526.60065 | 193.84           |
| WELLS FARGO CREDIT CARD ACH               | Golf Course Superinten WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.50070 | 400.00           |
| WELLS FARGO CREDIT CARD ACH               | Inver Grove Heights Ac WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8500.526.40040 | 10.71            |
| WELLS FARGO CREDIT CARD ACH               | Inver Grove Heights Ac WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8500.526.60065 | 10.24            |
| WELLS FARGO CREDIT CARD ACH               | Jirik Sod Farm WF 06/20           | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.60020 | 307.95           |
| WELLS FARGO CREDIT CARD ACH               | Jirik Sod Farm WF 06/20           | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.60020 | 168.72           |
| WELLS FARGO CREDIT CARD ACH               | Jirik Sod Farm WF 06/20           | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.60020 | 128.98           |
| WELLS FARGO CREDIT CARD ACH               | Minnesota Golf Associa WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8500.526.50070 | 270.00           |
| WELLS FARGO CREDIT CARD ACH               | Mn Licensed Beverage A WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.50070 | 75.00            |
| WELLS FARGO CREDIT CARD ACH               | Mn Licensed Beverage A WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.50070 | 360.00           |
| WELLS FARGO CREDIT CARD ACH               | Officemax/Depot 6302 WF 06/20     | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8500.526.60010 | 159.41           |
| WELLS FARGO CREDIT CARD ACH               | P & W Golf Supply Llc WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8000.521.60065 | 91.06            |
| WELLS FARGO CREDIT CARD ACH               | P & W Golf Supply Llc WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.60050 | 546.86           |
| WELLS FARGO CREDIT CARD ACH               | Ping Inc WF 06/20                 | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8200.523.76350 | 778.20           |
| WELLS FARGO CREDIT CARD ACH               | Plaisted Companies Inc WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.60020 | 908.84           |
| WELLS FARGO CREDIT CARD ACH               | Sams Club #4738 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.60065 | 62.58            |
| WELLS FARGO CREDIT CARD ACH               | Sams Club #4738 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76050 | 19.34            |
| WELLS FARGO CREDIT CARD ACH               | Sams Club #4738 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8400.525.40041 | 36.74            |
| WELLS FARGO CREDIT CARD ACH               | Sentext Solutions WF 06/20        | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8500.526.50025 | 149.00           |
| WELLS FARGO CREDIT CARD ACH               | Shamrock Group li WF 06/20        | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76100 | 606.42           |
| WELLS FARGO CREDIT CARD ACH               | Shamrock Group li WF 06/20        | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76100 | 791.09           |
| WELLS FARGO CREDIT CARD ACH               | Signal Systems Inc WF 06/20       | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8500.526.60040 | 320.63           |
| WELLS FARGO CREDIT CARD ACH               | Siteone Landscape Supp WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.60020 | 133.37           |
| WELLS FARGO CREDIT CARD ACH               | Sq Apple Valley-Eagan WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8500.526.40040 | 430.00           |
| WELLS FARGO CREDIT CARD ACH               | Target 00025197 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76100 | 12.30            |
| WELLS FARGO CREDIT CARD ACH               | Target 00025197 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76100 | 29.41            |
| WELLS FARGO CREDIT CARD ACH               | Target 00025197 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76100 | 6.36             |
| WELLS FARGO CREDIT CARD ACH               | Target 00025197 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76100 | 51.17            |
| WELLS FARGO CREDIT CARD ACH               | Target 00025197 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76100 | 32.15            |
| WELLS FARGO CREDIT CARD ACH               | Target 00025197 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8500.526.60010 | 14.99            |
| WELLS FARGO CREDIT CARD ACH               | Target 00025197 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8500.526.60065 | 10.51            |
| WELLS FARGO CREDIT CARD ACH               | Total Wine And More 16 WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8300.524.76100 | 27.96            |
| WELLS FARGO CREDIT CARD ACH               | Walgreens #10641 WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8500.526.60065 | 69.99            |
| WELLS FARGO CREDIT CARD ACH               | Walgreens #4882 WF 06/20          | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8200.523.60017 | 16.06            |
| WELLS FARGO CREDIT CARD ACH               | Winfield Solutions Eco WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.60020 | 412.00           |
| WELLS FARGO CREDIT CARD ACH               | Winfield Solutions Eco WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.60021 | 4,064.24         |
| WELLS FARGO CREDIT CARD ACH               | Winfield Solutions Eco WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.60035 | 15,152.86        |
| WELLS FARGO CREDIT CARD ACH               | Winfield Solutions Eco WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.60035 | 702.92           |
| WELLS FARGO CREDIT CARD ACH               | Yamaha Golf & Utility WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8400.525.40041 | 208.23           |
| WELLS FARGO CREDIT CARD ACH               | Yamaha Golf & Utility WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.40042 | 73.23            |
| WELLS FARGO CREDIT CARD ACH               | Yamaha Golf & Utility WF 06/20 CR | 06/30/2020 | Wells Fargo Purchase Cards | 503.52.8600.527.40042 | (73.23)          |
| XCEL ENERGY                               | 695225880                         | 08/20/2020 | Gas & Electric             | 503.52.8500.526.40010 | 44.80            |
| XCEL ENERGY                               | 695225880                         | 08/20/2020 | Gas & Electric             | 503.52.8500.526.40020 | 1,230.23         |
| XCEL ENERGY                               | 695225880                         | 08/20/2020 | Gas & Electric             | 503.52.8600.527.40010 | 38.35            |
| XCEL ENERGY                               | 695225880                         | 08/20/2020 | Gas & Electric             | 503.52.8600.527.40020 | 2,933.70         |
| <b>Fund: 503 - INVER WOOD GOLF COURSE</b> |                                   |            |                            |                       | <b>66,144.57</b> |
|                                           |                                   |            |                            |                       |                  |
| LEAGUE OF MN CITIES INS TRUST             | 6093                              | 09/09/2020 | LMCIT #105549 Deductible   | 602.00.2100.415.70200 | 500.00           |
| <b>Fund: 602 - RISK MANAGEMENT</b>        |                                   |            |                            |                       | <b>500.00</b>    |
|                                           |                                   |            |                            |                       |                  |
| ALLSTATE PETERBILT OF SOUTH ST. PAUL      | 3004338989                        | 09/09/2020 | Rotor - Brake              | 603.140.1450050       | 139.05           |
| ALLSTATE PETERBILT OF SOUTH ST. PAUL      | 3004339358                        | 09/09/2020 | Pad - Disc                 | 603.140.1450050       | 136.82           |
| ARROW PEST CONTROL                        | 7942                              | 09/09/2020 | Pest control services      | 603.00.5300.444.40040 | 68.00            |
| ASTLEFORD INT'L & ISUZU                   | C324247                           | 09/09/2020 | Towing / repairs           | 603.00.5300.444.40041 | 502.14           |
| DIAMOND MOWERS INC                        | 0182193-IN                        | 08/26/2020 | Roll & Roller              | 603.00.5300.444.40041 | 711.03           |

| Vendor Name                               | Payable Number                  | Post Date  | Description (Item)                | Account Number        | Amount     |
|-------------------------------------------|---------------------------------|------------|-----------------------------------|-----------------------|------------|
| ENTERPRISE FM TRUST                       | FBN4012567                      | 08/26/2020 | Aug lease charges                 | 603.00.5300.444.70300 | 6,574.27   |
| FACTORY MOTOR PARTS COMPANY               | 1-6493082                       | 08/26/2020 | Parts                             | 603.140.1450050       | 151.56     |
| FACTORY MOTOR PARTS COMPANY               | 1-Z22664                        | 08/26/2020 | Vehicle Parts                     | 603.140.1450050       | 119.56     |
| FACTORY MOTOR PARTS COMPANY               | 1-Z22665                        | 08/26/2020 | Warranty credit                   | 603.140.1450050       | (136.27)   |
| GIP III ZEPHYR ACQUISITION PARTNERS, L.P. | INVRGRV-12008                   | 08/26/2020 | June 2020                         | 603.00.5300.444.40020 | 2,839.84   |
| HANCO CORPORATION                         | 532624                          | 08/26/2020 | 1-3/8" bent extension 135         | 603.00.5300.444.60012 | 15.30      |
| HOTSY EQUIPMENT OF MINNESOTA              | 68256                           | 08/26/2020 | Parts                             | 603.00.5300.444.40040 | 295.00     |
| HOTSY EQUIPMENT OF MINNESOTA              | 68260                           | 08/26/2020 | Bulk Soap                         | 603.00.5300.444.40040 | 280.68     |
| HOTSY EQUIPMENT OF MINNESOTA              | 68291                           | 09/09/2020 | parts                             | 603.00.5300.444.40040 | 334.35     |
| HOTSY EQUIPMENT OF MINNESOTA              | 68378                           | 09/09/2020 | Parts                             | 603.00.5300.444.40040 | 346.65     |
| INTERSTATE POWERSYSTEMS                   | R001167119-01                   | 09/09/2020 | Inspection / Assessment           | 603.00.5300.444.40041 | 230.30     |
| INVER GROVE FORD                          | 5289076                         | 08/26/2020 | Kit - Spacer                      | 603.00.5300.444.40041 | 30.87      |
| INVER GROVE FORD                          | 6323308/1                       | 08/26/2020 | Car maintenance                   | 603.00.5300.444.40041 | 184.33     |
| INVER GROVE FORD                          | 5289353                         | 08/26/2020 | Sensor                            | 603.00.5300.444.40041 | 47.84      |
| INVER GROVE FORD                          | 5289354                         | 08/26/2020 | Sensor                            | 603.00.5300.444.40041 | 23.66      |
| KIMBALL MIDWEST                           | 8189517                         | 09/09/2020 | Paint                             | 603.00.5300.444.60012 | 165.21     |
| MACQUEEN EMERGENCY GROUP                  | W01094                          | 05/15/2020 | Car maintenance                   | 603.00.5300.444.40041 | 1,096.45   |
| MACQUEEN EMERGENCY GROUP                  | P03917                          | 08/26/2020 | light, marker                     | 603.00.5300.444.40041 | 7.47       |
| MACQUEEN EMERGENCY GROUP                  | W01129                          | 08/26/2020 | Car maintenance                   | 603.00.5300.444.40041 | 1,228.35   |
| MACQUEEN EMERGENCY GROUP                  | W02654                          | 09/09/2020 | Light tower issue                 | 603.00.5300.444.40041 | 448.20     |
| MACQUEEN EMERGENCY GROUP                  | W02661                          | 09/09/2020 | Crane brackets                    | 603.00.5300.444.40041 | 629.51     |
| MACQUEEN EMERGENCY GROUP                  | W02699                          | 09/09/2020 | Pump panel lights / switch bezels | 603.00.5300.444.40041 | 807.44     |
| MANSFIELD OIL COMPANY                     | 56719                           | 09/09/2020 | Fuel                              | 603.140.1450060       | 3,168.05   |
| MANSFIELD OIL COMPANY                     | 56720                           | 09/09/2020 | Fuel                              | 603.140.1450050       | 10,564.13  |
| MANSFIELD OIL COMPANY                     | 58637                           | 09/09/2020 | Fuel                              | 603.140.1450060       | 774.26     |
| MID CITY SERVICES, INC.                   | 134572                          | 08/26/2020 | Dust Mats                         | 603.00.5300.444.40065 | 71.00      |
| MID CITY SERVICES, INC.                   | 135225                          | 09/09/2020 | Dust mat                          | 603.00.5300.444.40065 | 71.00      |
| MILLS AFTERMARKET ACCESSORIES INC         | OAK-1014063-01                  | 08/26/2020 | Deck bed, Wiring & Installation   | 603.00.5300.444.40041 | 3,856.44   |
| MN DEPT OF REVENUE                        | 08/23/2020                      | 08/23/2020 | July 2020                         | 603.00.5300.444.60021 | 168.44     |
| MN DEPT OF REVENUE                        | 09/09/2020                      | 09/09/2020 | Dealer license renewal            | 603.00.5300.444.50070 | 25.00      |
| MN SUPPLY CO                              | C27168                          | 09/09/2020 | Parts                             | 603.00.5300.444.40041 | 100.14     |
| MTI DISTRIBUTING CO                       | 1272491-00                      | 08/26/2020 | Equipment                         | 603.00.5300.444.40041 | 215.47     |
| MTI DISTRIBUTING CO                       | 1274528-00                      | 09/09/2020 | Filter                            | 603.00.5300.444.40041 | 88.03      |
| MTI DISTRIBUTING CO                       | 1274528-00                      | 09/09/2020 | Filter                            | 603.140.1450050       | 58.32      |
| MTI DISTRIBUTING CO                       | 1274528-01                      | 09/09/2020 | Filter                            | 603.00.5300.444.40041 | 55.74      |
| NORTH AMERICAN TRAILER SALES              | 030004163167                    | 09/09/2020 | Parts                             | 603.00.5300.444.40041 | (57.50)    |
| NORTH AMERICAN TRAILER SALES              | 030004163167                    | 09/09/2020 | Parts                             | 603.00.5300.444.40041 | 281.75     |
| NORTHERN SAFETY TECHNOLOGY INC            | 50889                           | 08/26/2020 | Light bars                        | 603.00.5300.444.80700 | 7,877.66   |
| NUSS TRUCK AND EQUIPMENT                  | 4640362P                        | 09/09/2020 | Parts                             | 603.00.5300.444.40041 | 355.46     |
| NUSS TRUCK AND EQUIPMENT                  | 4640523P                        | 09/09/2020 | Parts                             | 603.00.5300.444.40041 | 324.72     |
| NUSS TRUCK AND EQUIPMENT                  | 4640523P                        | 09/09/2020 | Parts                             | 603.00.5300.444.40041 | (57.62)    |
| NUSS TRUCK AND EQUIPMENT                  | 4640524P                        | 09/09/2020 | Brake chamber                     | 603.00.5300.444.40041 | 53.21      |
| NUSS TRUCK AND EQUIPMENT                  | 4640819P                        | 09/09/2020 | Fuel                              | 603.140.1450050       | 90.12      |
| NUSS TRUCK AND EQUIPMENT                  | 4641841P                        | 09/09/2020 | Fuel                              | 603.00.5300.444.40041 | 28.08      |
| NUSS TRUCK AND EQUIPMENT                  | 4641841P                        | 09/09/2020 | Fuel                              | 603.140.1450050       | 122.76     |
| O' REILLY AUTO PARTS                      | 1767-493375                     | 08/26/2020 | Switch, Boot                      | 603.00.5300.444.40041 | 10.57      |
| O' REILLY AUTO PARTS                      | 1767-493380                     | 08/26/2020 | batt cable                        | 603.00.5300.444.40041 | 10.99      |
| O' REILLY AUTO PARTS                      | 1767-493404                     | 08/26/2020 | Sealed Beam                       | 603.00.5300.444.40041 | 5.93       |
| O' REILLY AUTO PARTS                      | 1767-493460                     | 08/26/2020 | Weld Helmet                       | 603.00.5300.444.60040 | 299.00     |
| O' REILLY AUTO PARTS                      | 1767-493611                     | 08/26/2020 | Oil Filter                        | 603.140.1450050       | 47.40      |
| O' REILLY AUTO PARTS                      | 1767-493637                     | 08/26/2020 | Air filter                        | 603.00.5300.444.40041 | 12.13      |
| O' REILLY AUTO PARTS                      | 1767-493694                     | 08/26/2020 | Oil Filter                        | 603.140.1450050       | 46.92      |
| O' REILLY AUTO PARTS                      | 1767-493863                     | 08/26/2020 | Radiator Cap                      | 603.00.5300.444.40041 | 5.36       |
| O' REILLY AUTO PARTS                      | 1767-494084                     | 08/26/2020 | Oil Filter                        | 603.140.1450050       | 26.64      |
| O' REILLY AUTO PARTS                      | 1767-494085                     | 08/26/2020 | Cabin Filter                      | 603.140.1450050       | (11.79)    |
| O' REILLY AUTO PARTS                      | 1767-494753                     | 08/26/2020 | Oil Filter                        | 603.140.1450050       | 31.72      |
| O' REILLY AUTO PARTS                      | 1767-495234                     | 09/09/2020 | Oil / Fuel                        | 603.140.1450050       | 50.32      |
| O' REILLY AUTO PARTS                      | 1767-496194                     | 09/09/2020 | Megacrimp                         | 603.00.5300.444.40041 | 58.49      |
| O' REILLY AUTO PARTS                      | 1767-496657                     | 09/09/2020 | oil filter                        | 603.140.1450050       | 18.52      |
| O' REILLY AUTO PARTS                      | 1767-496685                     | 09/09/2020 | Air filter                        | 603.140.1450050       | 32.96      |
| O' REILLY AUTO PARTS                      | 1767-496693                     | 09/09/2020 | Oil / Fuel                        | 603.00.5300.444.40041 | 14.92      |
| O' REILLY AUTO PARTS                      | 1767-496909                     | 09/09/2020 | Oil filter                        | 603.140.1450050       | 53.95      |
| O' REILLY AUTO PARTS                      | 1767-496913                     | 09/09/2020 | Fuel                              | 603.140.1450050       | 28.19      |
| O' REILLY AUTO PARTS                      | 1767-496964                     | 09/09/2020 | Oil filter                        | 603.140.1450050       | 29.92      |
| PERFECTION PLUS, INC                      | 113258                          | 08/26/2020 | August 200                        | 603.00.5300.444.40040 | 477.36     |
| POMP'S TIRE SERVICE, INC.                 | 980071947                       | 09/09/2020 | tire services                     | 603.140.1450050       | 810.00     |
| REED'S SALES & SERVICE                    | 163532                          | 09/09/2020 | Air cleaner                       | 603.00.5300.444.40041 | 18.60      |
| ROAD MACHINERY & SUPPLIES CO              | S8795201                        | 09/09/2020 | Cover & Rope                      | 603.00.5300.444.40041 | 17.00      |
| SEMA EQUIPMENT INC.                       | 1427445                         | 09/09/2020 | Parts                             | 603.00.5300.444.40041 | 144.35     |
| SOUTH EAST TOWING                         | 223415                          | 09/09/2020 | Tow                               | 603.00.5300.444.40041 | 85.00      |
| STEPP MANUFACTURING CO. INC.              | 056350                          | 10/30/2019 | 10/3/19                           | 603.00.5300.444.40041 | 521.42     |
| STEPP MANUFACTURING CO. INC.              | 056424                          | 10/30/2019 | 10/16/19                          | 603.00.5300.444.40041 | (1,080.96) |
| STEPP MANUFACTURING CO. INC.              | 057091                          | 03/24/2020 | 047565                            | 603.00.5300.444.40041 | 235.00     |
| STEPP MANUFACTURING CO. INC.              | 058095                          | 09/09/2020 | Strobe lights and batteries       | 603.00.5300.444.40041 | 1,983.00   |
| STEPP MANUFACTURING CO. INC.              | 058072                          | 09/09/2020 | nozzle                            | 603.00.5300.444.40041 | 288.47     |
| TIETJEN FAMILY INC                        | 32165                           | 09/09/2020 | Aluma 548 LW                      | 603.00.5300.444.40041 | 1,820.00   |
| TIETJEN FAMILY INC                        | 32166                           | 09/09/2020 | Chargers, Batteries               | 603.00.5300.444.40041 | 1,190.00   |
| TIETJEN FAMILY INC                        | 32167                           | 09/09/2020 | Instillation services             | 603.00.5300.444.40042 | 540.00     |
| TRENCHERS PLUS, INC.                      | RT42719                         | 09/09/2020 | Parts                             | 603.00.5300.444.40041 | 629.87     |
| UNIFIRST CORPORATION                      | 090 0571849                     | 08/26/2020 | Clothing                          | 603.00.5300.444.40065 | 130.97     |
| UNIFIRST CORPORATION                      | 090 0571849                     | 08/26/2020 | Clothing                          | 603.00.5300.444.60045 | 35.55      |
| UNIFIRST CORPORATION                      | 0900573178                      | 09/09/2020 | Clothing                          | 603.00.5300.444.40065 | 201.77     |
| UNIFIRST CORPORATION                      | 0900573178                      | 09/09/2020 | Clothing                          | 603.00.5300.444.60045 | 43.25      |
| UNIFIRST CORPORATION                      | 0900574460                      | 09/09/2020 | Clothing                          | 603.00.5300.444.40065 | 130.97     |
| UNIFIRST CORPORATION                      | 0900574460                      | 09/09/2020 | Clothing                          | 603.00.5300.444.60045 | 35.55      |
| WELLS FARGO CREDIT CARD ACH               | Amzn Mktp Us Ms0we0h70 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards        | 603.00.5300.444.40040 | 73.99      |
| WELLS FARGO CREDIT CARD ACH               | Amzn Mktp Us Ms5qd58r0 WF 06/20 | 06/30/2020 | Wells Fargo Purchase Cards        | 603.00.5300.444.40040 | 39.80      |



| Vendor Name                             | Payable Number                   | Post Date  | Description (Item)                    | Account Number        | Amount       |
|-----------------------------------------|----------------------------------|------------|---------------------------------------|-----------------------|--------------|
| WELLS FARGO CREDIT CARD ACH             | Amzn Mktp Us Ms5wk5vf0 WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 603.00.5300.444.40040 | 196.74       |
| WELLS FARGO CREDIT CARD ACH             | Amzn Mktp Us Ms76m4po2 WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 603.00.5300.444.40040 | 154.54       |
| WELLS FARGO CREDIT CARD ACH             | Amzn Mktp Us My68s15a1 WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 603.00.5300.444.40041 | 56.54        |
| WELLS FARGO CREDIT CARD ACH             | Inver Grove Heights Ac WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 603.00.5300.444.60012 | 3.38         |
| WELLS FARGO CREDIT CARD ACH             | Inver Grove Heights Ac WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 603.00.5300.444.60012 | 8.75         |
| WELLS FARGO CREDIT CARD ACH             | The Home Depot #2843 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards            | 603.00.5300.444.60012 | 10.41        |
| WELLS FARGO CREDIT CARD ACH             | The Home Depot #2843 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards            | 603.00.5300.444.60012 | 9.72         |
| WELLS FARGO CREDIT CARD ACH             | The Home Depot #2843 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards            | 603.00.5300.444.60040 | 76.01        |
| WELLS FARGO CREDIT CARD ACH             | The Home Depot #2843 WF 06/20 CR | 06/30/2020 | Wells Fargo Purchase Cards            | 603.00.5300.444.60012 | (10.41)      |
| WELLS FARGO CREDIT CARD ACH             | Tractor-Supply-Co #019 WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 603.00.5300.444.40040 | 52.82        |
| WELLS FARGO CREDIT CARD ACH             | Tractor-Supply-Co #019 WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 603.00.5300.444.60040 | 29.99        |
| WORLD FUEL SERVICES                     | 186348918561-41801               | 09/09/2020 | Fuel                                  | 603.140.1450050       | 675.86       |
| WORLD FUEL SERVICES                     | 186356209098-41801               | 09/09/2020 | Fuel                                  | 603.00.5300.444.40041 | 51.64        |
| WORLD FUEL SERVICES                     | 187146017273-41801               | 09/09/2020 | Fuel                                  | 603.140.1450050       | 115.50       |
| WORLD FUEL SERVICES                     | 187532415734-41801               | 09/09/2020 | Fuel                                  | 603.140.1450050       | 681.99       |
| WORLD FUEL SERVICES                     | 188477755365-41801               | 09/09/2020 | Fuel                                  | 603.140.1450050       | 629.01       |
| XCEL ENERGY                             | 695225880                        | 08/20/2020 | Gas & Electric                        | 603.00.5300.444.40010 | 68.40        |
| XCEL ENERGY                             | 695225880 CR                     | 08/20/2020 | Gas & Electric                        | 603.00.5300.444.40020 | (674.72)     |
| Fund: 603 - CENTRAL EQUIPMENT           |                                  |            |                                       |                       | 56,791.54    |
| CDW GOVERNMENT INC                      | ZQK6663                          | 08/26/2020 | IT parts                              | 604.00.2200.416.60005 | 304.77       |
| CDW GOVERNMENT INC                      | ZQN8154                          | 08/26/2020 | Ink cartridges                        | 604.00.2200.416.60010 | 283.62       |
| WELLS FARGO CREDIT CARD ACH             | Amzn Mktp Us My07g1nz2 WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 604.00.2200.416.60010 | 74.19        |
| WELLS FARGO CREDIT CARD ACH             | Coordinated Business WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards            | 604.00.2200.416.40050 | 2,827.33     |
| WELLS FARGO CREDIT CARD ACH             | Target 00025197 WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards            | 604.00.2200.416.60010 | 84.99        |
| Fund: 604 - CENTRAL STORES              |                                  |            |                                       |                       | 3,574.90     |
| MADISON NATIONAL LIFE INSURANCE COMPAN' | 14047931                         | 09/09/2020 | September charges                     | 605.00.7500.460.20630 | 14.63        |
| PERFECTION PLUS, INC                    | 113258                           | 08/26/2020 | August 200                            | 605.00.7500.460.40040 | 4,697.60     |
| US POSTMASTER                           | 09/08/2020                       | 09/09/2020 | Postage                               | 605.00.7500.460.50035 | 100.00       |
| WELLS FARGO CREDIT CARD ACH             | Amzn Mktp Us Ms6t93b41 WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60011 | 28.41        |
| WELLS FARGO CREDIT CARD ACH             | Amzn Mktp Us Ms7bf5sh2 WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60011 | 291.80       |
| WELLS FARGO CREDIT CARD ACH             | Amzn Mktp Us My6nt1z02 WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60065 | 22.89        |
| WELLS FARGO CREDIT CARD ACH             | Amzn Mktp Us My99p2zq2 WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60065 | 4.99         |
| WELLS FARGO CREDIT CARD ACH             | Bill Rascher Mechanica WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.40040 | 337.34       |
| WELLS FARGO CREDIT CARD ACH             | Crown Plastics Inc WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60065 | 1,512.00     |
| WELLS FARGO CREDIT CARD ACH             | Easykeyscom Inc WF 06/20         | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60016 | 13.90        |
| WELLS FARGO CREDIT CARD ACH             | Innovative Office Solu WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60065 | 432.00       |
| WELLS FARGO CREDIT CARD ACH             | Inver Grove Heights Ac WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60065 | 59.49        |
| WELLS FARGO CREDIT CARD ACH             | Mei Total Elevator Sol WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.40040 | 267.82       |
| WELLS FARGO CREDIT CARD ACH             | P & D Mechanical Contr WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.40040 | 210.00       |
| WELLS FARGO CREDIT CARD ACH             | The Home Depot #2843 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60016 | 22.91        |
| WELLS FARGO CREDIT CARD ACH             | The Home Depot #2843 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60065 | 41.92        |
| WELLS FARGO CREDIT CARD ACH             | The Home Depot #2843 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60065 | 48.83        |
| WELLS FARGO CREDIT CARD ACH             | The Home Depot #2843 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60065 | 103.55       |
| WELLS FARGO CREDIT CARD ACH             | The Home Depot #2843 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60065 | 7.97         |
| WELLS FARGO CREDIT CARD ACH             | The Home Depot #2843 WF 06/20    | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60065 | 38.58        |
| WELLS FARGO CREDIT CARD ACH             | The Mpx Group WF 06/20           | 06/30/2020 | Wells Fargo Purchase Cards            | 605.00.7500.460.60065 | 1,119.39     |
| XCEL ENERGY                             | 695225880                        | 08/20/2020 | Gas & Electric                        | 605.00.7500.460.40020 | 4,249.80     |
| Fund: 605 - CITY FACILITIES             |                                  |            |                                       |                       | 13,625.82    |
| DELL MARKETING                          | 10403000937                      | 08/26/2020 | Tower/Hardware                        | 606.00.1400.413.80610 | 10,364.00    |
| LOCAL GOVERNMENT INFORMATION SYSTEM (L  | 49152                            | 08/25/2020 | Electronic distribution               | 606.00.1400.413.80610 | 64,824.64    |
| WELLS FARGO CREDIT CARD ACH             | Amzn Mktp Us My3018511 WF 06/20  | 06/30/2020 | Wells Fargo Purchase Cards            | 606.00.1400.413.80610 | 735.00       |
| WELLS FARGO CREDIT CARD ACH             | At&T Bill Payment WF 06/20       | 06/30/2020 | Wells Fargo Purchase Cards            | 606.00.1400.413.80610 | 5,488.77     |
| WELLS FARGO CREDIT CARD ACH             | Office Depot #1090 WF 06/20      | 06/30/2020 | Wells Fargo Purchase Cards            | 606.00.1400.413.80610 | 246.27       |
| Fund: 606 - TECHNOLOGY FUND             |                                  |            |                                       |                       | 81,658.68    |
| BARR ENGINEERING COMPANY                | 23190328.20-5                    | 09/09/2020 | 2020 Project reviews & studies        | 702.229.2283203       | 451.00       |
| BARR ENGINEERING COMPANY                | 23190328.20-5                    | 09/09/2020 | 2020 Project reviews & studies        | 702.229.2288503       | 3,374.50     |
| BARR ENGINEERING COMPANY                | 23190328.19-18                   | 08/26/2020 | Project reviews and studies           | 702.229.2283203       | 39.00        |
| BARR ENGINEERING COMPANY                | 23190328.19-18                   | 08/26/2020 | Project reviews and studies           | 702.229.2287903       | 549.00       |
| BARR ENGINEERING COMPANY                | 23190328.19-19                   | 09/09/2020 | STOR construction observation         | 702.229.2283203       | 273.00       |
| BARR ENGINEERING COMPANY                | 23190328.19-19                   | 09/09/2020 | amberwood construction                | 702.229.2287903       | 734.62       |
| BOLTON & MENK, INC.                     | 0254292                          | 08/26/2020 | Scenic hills review                   | 702.229.2292502       | 3,150.00     |
| DAKOTA CTY ATTORNEY                     | 08/17/2020                       | 08/26/2020 | Case # 19-655                         | 702.229.2291000       | 211.50       |
| DAKOTA CTY ATTORNEY                     | 08/17/2020B                      | 08/26/2020 | Case # 18-3845                        | 702.229.2291000       | 432.00       |
| DAKOTA ELECTRIC ASSN                    | 08/24/2020                       | 08/26/2020 | Escrow release                        | 702.229.2289203       | 964.74       |
| EMMONS & OLIVIER RESOURCES              | 00095-0065-5                     | 08/26/2020 | 2020 construction observation June    | 702.229.2282100       | 1,660.86     |
| EMMONS & OLIVIER RESOURCES              | 00095-0065-5                     | 08/26/2020 | 2020 construction observation June    | 702.229.2290303       | 3,794.88     |
| EMMONS & OLIVIER RESOURCES              | 00095-0065-5                     | 08/26/2020 | 2020 construction observation June    | 702.229.2292502       | 1,947.39     |
| EMMONS & OLIVIER RESOURCES              | 00095-0064-5                     | 08/26/2020 | Development review assistance         | 702.229.2285603       | 1,605.50     |
| ENEBECK                                 | 09/09/2020                       | 09/09/2020 | Refund hydrant permit #2015           | 702.229.2294300       | 1,500.00     |
| ESTATE OF EVELYN J. STOERZINGER         | 08/24/2020                       | 08/26/2020 | Escrow release - Interest payment     | 702.229.2291600       | 14,353.72    |
| ESTATE OF EVELYN J. STOERZINGER         | 08/24/2020                       | 08/26/2020 | Escrow release                        | 702.229.2291600       | 15,000.00    |
| HAMPTON COMPANIES                       | 08/19/2020                       | 08/26/2020 | Refund Hydrant Permit #2009           | 702.229.2294300       | 1,500.00     |
| PETTY CASH - WF PURCHASE CARD FEES      | Reitberger, Robin WF OOP 06/20   | 06/30/2020 | Wells Fargo Out of Pocket Reimburseme | 702.229.2291000       | 170.13       |
| STATE TREASURER'S OFFICE                | 08/17/2020                       | 08/26/2020 | Case #19-655                          | 702.229.2291000       | 105.75       |
| STATE TREASURER'S OFFICE                | 08/17/2020B                      | 08/26/2020 | Case # 18-3845                        | 702.229.2291000       | 216.00       |
| VALLEY HOMESTEAD PROPERTIES, LLC        | 08/19/2020                       | 08/26/2020 | Escrow reduction #3                   | 702.229.2283703       | 448,337.25   |
| WELLS FARGO CREDIT CARD ACH             | Culligan Water Of lgh WF 06/20   | 06/30/2020 | Wells Fargo Purchase Cards            | 702.229.2286300       | 5.00         |
| Fund: 702 - ESCROW FUND                 |                                  |            |                                       |                       | 500,375.84   |
| Grand Total                             |                                  |            |                                       |                       | 2,734,933.67 |

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE**

Meeting Date: September 14, 2020  
 Item Type: Consent  
 Contact: Nicole Cook: 651-450-2491  
 Prepared by: Nicole Cook, Rental and Code  
 Compliance Coordinator  
 Reviewed by: Heather Rand, Community  
 Development Director

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <b>Fiscal/FTE Impact:</b>           |                                    |
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other (Revenue)                    |

**PURPOSE/ACTION REQUESTED**

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

**BACKGROUND**

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

**ANALYSIS**

The following rental license applications have been submitted:

**MATTHEW BRAWNER: 7952 CHARLES WAY**  
**JORDAN GRENIER: 7305 BRITTANY LANE**  
**JOHN OLSON: 8213 CLOMAN AVENUE**  
**LADONNA JOSEPH: 3302 78<sup>TH</sup> STREET EAST**  
**LADONNA JOSEPH: 7664 BORMAN WAY**  
**KELLY LOOBY: 6020 CAHILL AVE**

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

**RECOMMENDATIONS**

Community Development staff recommends approval of the licenses listed above.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**PERSONNEL ACTIONS**

Meeting Date: September 14, 2020  
 Item Type: Consent Agenda  
 Contact &  
 Reviewed by: Janet Shefchik, HR Manager  
 Prepared by: Cora Bauer, HR Coordinator

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

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

**Full-Time Employment:**

Dave Olson, Utility Maintenance Worker  
 Gerald Swanson, Utility Maintenance Worker

**Temp/Seasonal Employment:**

Carter Steele, Paid On-Call Firefighters  
 Chue Vang, Police Cadet  
 David Morse, Paid On-Call Firefighters  
 Dylan Naffziger, Paid On-Call Firefighters  
 Emma Joyce, Lifeguard  
 Eric Alms, Paid On-Call Firefighters  
 Grace Hobbs, Paid On-Call Firefighters  
 Jacob Weldon, Paid On-Call Firefighters  
 James Hovey, Paid On-Call Firefighters  
 Jeffrey Yau, Police Cadet  
 Keith Albrecht, Paid On-Call Firefighters  
 Kenneth Polta, Park Maintenance Worker  
 Laura Wertish, Paid On-Call Firefighters  
 Mark Wroge, Paid On-Call Firefighters  
 Matthew Torgerson, Recreation Instructor  
 Nicholas DeJean, Paid On-Call Firefighters  
 Nicole Martchev, Lifeguard  
 Roger Ledoux, Paid On-Call Firefighters  
 Thomas Schlitz, Police Cadet

**Voluntary Resignations and or/Terminations:**

Dan McManus, Utilities Lead Worker (Retirement)

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Consider Pay Request #4 to Dahn Construction – Heritage Village Park Phase II – City Project 2017-07**

Meeting Date: September 14, 2020  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by:

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | <b>Fiscal/FTE Impact:</b>          |
| <input type="checkbox"/>            | None                               |
| <input checked="" type="checkbox"/> | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

The Council is asked to approve Pay Request #4 to Dahn Construction Inc in an amount of \$102,903.95. The project is funded by grants from the State of MN, Dakota County ELF Funds, and the Park Acquisition and Development Fund (Fund 402).

**SUMMARY**

The City awarded a contract to Dahn Construction Inc. on June 24, 2019 in the amount of \$1,573,149.30. Change Order #1 was a change in the anticipated volume of common borrow material from the original estimate of 44,000 cy to 25,000 cy and to change the price from \$9.70/cy to \$5.84/cy for the first 25,000 cy and \$8.96/cy for any amount thereafter. The contract will pay for the actual volume installed. Change Order #2 was for the demolition of the former LSS property located at 6455 Doffing Ave in the amount of \$47,000. Change Order #3 is for various quantity additions and deductions with a net increase of \$28,088.00. Change Order #4 is for various quantity additions.

The contract with Dahn Construction Inc. is as follows:

|                        |                |
|------------------------|----------------|
| Dahn Construction Inc. | \$1,573,149.30 |
| Change Order #1        | (\$280,800.00) |
| Change Order #2        | \$47,000.00    |
| Change Order #3        | \$28,088.00    |
| Change Order #4        | \$27,426.00    |
| Total                  | \$1,394,863.30 |

The overall project costs are as follows:

|                                                   |                    |                                             |
|---------------------------------------------------|--------------------|---------------------------------------------|
| WSB – Preparation of Plans & Specifications       | \$110,000          | Design and Engineering                      |
| Braun Intertec – Environmental Coordination       | \$28,400           | Environmental Engineering                   |
| WSB – Construction Observation and Administration | \$49,000           | Construction observation and administration |
| Construction Contract with Dahn Construction Inc. | \$1,573,149        | Phase II contract                           |
| Change Order #1                                   | (\$280,800)        | Estimated volume and price deduct           |
| Change Order #2                                   | \$47,000           | LSS property demolition                     |
| Change Order #3                                   | \$28,088           | Various quantity changes                    |
| Change Order #4                                   | \$27,426           | Various quantity changes                    |
| Balance of Construction Contingency               | \$4,236            | Construction Contingency began at \$106,750 |
| <b>Total</b>                                      | <b>\$1,613,925</b> |                                             |



TO (OWNER): City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

PROJECT: Heritage Village

APPLICATION NO: 4  
PERIOD TO: 8/31/2020

DISTRIBUTION  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

FROM (CONTRACTOR): Dahn Construction  
13135 Doyle Path East  
Rosemount, MN 55068

VIA (ARCHITECT): WSB No. R-013050-000

ARCHITECT'S

PROJECT NO: City Project No. 1707

CONTRACT FOR: Park Development

CONTRACT DATE: 6/24/2019

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Type Document is attached.

|                                       |    |              |
|---------------------------------------|----|--------------|
| 1. ORIGINAL CONTRACT SUM              | \$ | 1,573,149.30 |
| 2. Net Change by Change Orders        | \$ | -178,286.00  |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)  | \$ | 1,394,863.30 |
| 4. TOTAL COMPLETED AND STORED TO DATE | \$ | 1,394,863.30 |

### 5. RETAINAGE:

|                             |    |           |
|-----------------------------|----|-----------|
| a. 5.00% of Completed Work  | \$ | 69,743.20 |
| b. 0.00% of Stored Material | \$ | 0.00      |

Total retainage (Line 5a + 5b) \$ 69,743.20

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 1,325,120.10

### 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 1,222,216.15

8. CURRENT PAYMENT DUE \$ 102,903.95

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 69,743.20

| CHANGE ORDER SUMMARY                               | ADDITIONS  | DEDUCTIONS  |
|----------------------------------------------------|------------|-------------|
| Total changes approved in previous months by Owner | 109,777.00 | -288,063.00 |
| Total approved this Month                          | 0.00       | 0.00        |
| TOTALS                                             | 109,777.00 | -288,063.00 |
| NET CHANGES by Change Order                        |            | -178,286.00 |

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Dahn Construction  
13135 Doyle Path East Rosemount, MN 55068

By: Mike Forsythe  
Mike Forsythe  
Project Manager

Date: 8/25/2020

State of: MN

County of: Dakota

Subscribed and Sworn to before me this

Notary Public: Susan E. Stevens

My Commission Expires: 1-31-2022



SUSAN E. STEVENS

NOTARY PUBLIC - MINNESOTA

MY COMMISSION EXPIRES JAN 31, 2022

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 102,903.95

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Susan E. Stevens

Date: 08/30/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

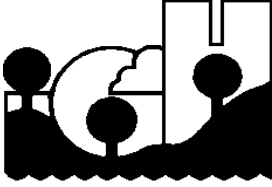
| HERITAGE VILLAGE PARK - PHASE 2 BILLING SCHEDULE |                                |                                                  |          |          |               |               |                       |                      |                    |                   |            |              |
|--------------------------------------------------|--------------------------------|--------------------------------------------------|----------|----------|---------------|---------------|-----------------------|----------------------|--------------------|-------------------|------------|--------------|
| Billing for Month Ending : August 31, 2020       |                                |                                                  |          |          |               |               |                       |                      |                    |                   |            |              |
| Item #                                           | Item Description               |                                                  | Units    | Quantity | Unit Price    | Total Price   | Previous Applications | Quantity This Period | Billed This Period | Completed To Date | % Complete | 5% Retainage |
| BASE BID SCHEDULE                                |                                |                                                  |          |          |               |               |                       |                      |                    |                   |            |              |
|                                                  |                                |                                                  |          |          |               |               |                       |                      |                    |                   |            |              |
|                                                  | GENERAL REMOVALS AND EARTHWORK |                                                  |          |          |               |               |                       |                      |                    |                   |            |              |
| 1                                                | 2021                           | MOBILIZATION (5% MAXIMUM)                        | LUMP SUM | 1        | \$ 74,964.50  | \$ 74,964.50  | \$ 74,964.50          |                      | \$ -               | \$ 74,964.50      | 100%       | \$ 3,748.23  |
| 2                                                | 2011                           | CONSTRUCTION SURVEYING                           | LUMP SUM | 1        | \$ 18,585.00  | \$ 18,585.00  | \$ 16,912.35          | 0.09                 | \$ 1,672.65        | \$ 18,585.00      | 100%       | \$ 929.25    |
| 3                                                | 2563                           | TRAFFIC CONTROL/SIGNAGE                          | LUMP SUM | 1        | \$ 2,198.00   | \$ 2,198.00   | \$ 2,198.00           |                      | \$ -               | \$ 2,198.00       | 100%       | \$ 109.90    |
| 4                                                | 2101                           | CLEARING AND GRUBBING TREES                      | EACH     | 10       | \$ 330.00     | \$ 3,300.00   | \$ 3,300.00           |                      | \$ -               | \$ 3,300.00       | 100%       | \$ 165.00    |
| 5                                                | 2101                           | VEGETATION CLEARING AND REMOVAL                  | LUMP SUM | 1        | \$ 1,374.00   | \$ 1,374.00   | \$ 1,374.00           |                      | \$ -               | \$ 1,374.00       | 100%       | \$ 68.70     |
| 6                                                | 2104                           | SAW CUT & REMOVE PAVEMENT                        | SQ YD    | 240      | \$ 8.65       | \$ 2,076.00   | \$ 1,972.20           | 0.05                 | \$ 103.80          | \$ 2,076.00       | 100%       | \$ 103.80    |
| 7                                                | 2104                           | REMOVE & REPLACE PAVEMENT                        | SQ YD    | 20       | \$ 55.00      | \$ 1,100.00   | \$ 1,100.00           |                      | \$ -               | \$ 1,100.00       | 100%       | \$ 55.00     |
| 8                                                | 2104                           | REMOVE, SALVAGE AND RELOCATE BOULDERS            | EACH     | 4        | \$ 162.00     | \$ 648.00     | \$ 648.00             |                      | \$ -               | \$ 648.00         | 100%       | \$ 32.40     |
| 9                                                | 2104                           | REMOVE MISC. SIGNS & MAILBOXES                   | LUMP SUM | 1        | \$ 2,425.00   | \$ 2,425.00   | \$ 2,425.00           |                      | \$ -               | \$ 2,425.00       | 100%       | \$ 121.25    |
| 10                                               | 2104                           | SAW CUT & REMOVE RC PIPE                         | LIN FT   | 55       | \$ 15.00      | \$ 825.00     | \$ 825.00             |                      | \$ -               | \$ 825.00         | 100%       | \$ 41.25     |
| 11                                               | 2104                           | SALVAGE AND REPLACE CONCRETE HEADWALL            | LUMP SUM | 1        | \$ 975.00     | \$ 975.00     | \$ 975.00             |                      | \$ -               | \$ 975.00         | 100%       | \$ 48.75     |
| 12                                               | 2105                           | ROCK EXCAVATION                                  | CU YD    | 75       | \$ 79.00      | \$ 5,925.00   | \$ 5,925.00           |                      | \$ -               | \$ 5,925.00       | 100%       | \$ 296.25    |
| 13                                               | 2574                           | TOPSOIL (LV)                                     | CU YD    | 11,000   | \$ 8.75       | \$ 96,250.00  | \$ 96,250.00          |                      | \$ -               | \$ 96,250.00      | 100%       | \$ 4,812.50  |
| 14                                               | 2574                           | ENGINEERED SOIL (LV)                             | CU YD    | 525      | \$ 28.00      | \$ 14,700.00  | \$ 14,700.00          |                      | \$ -               | \$ 14,700.00      | 100%       | \$ 735.00    |
| 15                                               | 2105                           | GRANULAR BORROW (CV)                             | CU YD    | 44,000   | \$ 9.70       | \$ 426,800.00 | \$ 426,800.00         |                      | \$ -               | \$ 426,800.00     | 100%       | \$ 21,340.00 |
| 16                                               | 2105                           | EARTHWORK/SUBGRADE PREP                          | LUMP SUM | 1        | \$ 348,890.00 | \$ 348,890.00 | \$ 348,890.00         |                      | \$ -               | \$ 348,890.00     | 100%       | \$ 17,444.50 |
|                                                  |                                |                                                  |          |          |               |               |                       |                      |                    |                   |            |              |
|                                                  | PAVEMENTS AND SITE WORK        |                                                  |          |          |               |               |                       |                      |                    |                   |            |              |
| 17                                               | 2105                           | GEOTEXTILE FABRIC TYPE V                         | SQ YD    | 1,600    | \$ 1.55       | \$ 2,480.00   | \$ 2,480.00           |                      | \$ -               | \$ 2,480.00       | 100%       | \$ 124.00    |
| 18                                               | 2211                           | CLASS 5 AGGREGATE BASE                           | TON      | 1,700    | \$ 15.75      | \$ 26,775.00  | \$ 26,775.00          |                      | \$ -               | \$ 26,775.00      | 100%       | \$ 1,338.75  |
| 19                                               | 2360                           | BITUMINOUS PARKING LOT PAVEMENT (4.0") 2 LIFTS   | SQ YD    | 1,400    | \$ 23.75      | \$ 33,250.00  | \$ 33,250.00          |                      | \$ -               | \$ 33,250.00      | 100%       | \$ 1,662.50  |
| 20                                               | 2360                           | 10' WIDE BIT TRAIL PAVEMENT (3.0") 2 LIFTS: MAIN | SQ YD    | 1,350    | \$ 17.60      | \$ 23,760.00  | \$ 23,760.00          |                      | \$ -               | \$ 23,760.00      | 100%       | \$ 1,188.00  |
| 21                                               | 2360                           | 10' WIDE BIT TRAIL PAVEMENT (3.0") 2 LIFTS: EXT  | SQ YD    | 1,200    | \$ 17.75      | \$ 21,300.00  | \$ 21,300.00          |                      | \$ -               | \$ 21,300.00      | 100%       | \$ 1,065.00  |
| 22                                               | 2531                           | B612 CONCRETE CURB & GUTTER                      | LIN FT   | 605      | \$ 26.00      | \$ 15,730.00  | \$ 15,730.00          |                      | \$ -               | \$ 15,730.00      | 100%       | \$ 786.50    |
| 23                                               | 2531                           | CONCRETE RIBBON CURB                             | LIN FT   | 75       | \$ 30.80      | \$ 2,310.00   | \$ 2,310.00           |                      | \$ -               | \$ 2,310.00       | 100%       | \$ 115.50    |
| 24                                               | 2521                           | 8" THICK CONCRETE APRON W/CURBS                  | SQ FT    | 660      | \$ 15.10      | \$ 9,966.00   | \$ 9,966.00           |                      | \$ -               | \$ 9,966.00       | 100%       | \$ 498.30    |
| 25                                               | 2521                           | 6" THICK CONCRETE PEDESTRIAN RAMP                | SQ FT    | 516      | \$ 18.15      | \$ 9,365.40   | \$ 9,365.40           |                      | \$ -               | \$ 9,365.40       | 100%       | \$ 468.27    |
| 26                                               | 2521                           | CAST IRON DETECTABLE WARNING PLATE               | SQ FT    | 108      | \$ 71.45      | \$ 7,716.60   | \$ 7,716.60           |                      | \$ -               | \$ 7,716.60       | 100%       | \$ 385.83    |
| 27                                               | 2582                           | PARKING LOT & CROSSWALK STRIPING                 | LUMP SUM | 1        | \$ 1,648.00   | \$ 1,648.00   |                       | 1.00                 | \$ 1,648.00        | \$ 1,648.00       | 100%       | \$ 82.40     |
| 28                                               | 2564                           | ADA PARKING SIGN R7-8m                           | EACH     | 6        | \$ 143.00     | \$ 858.00     |                       | 1.00                 | \$ 858.00          | \$ 858.00         | 100%       | \$ 42.90     |
| 29                                               | 2564                           | ADA PARKING SIGN R7-80p                          | EACH     | 3        | \$ 55.00      | \$ 165.00     |                       | 1.00                 | \$ 165.00          | \$ 165.00         | 100%       | \$ 8.25      |
| 30                                               | 2564                           | INSTALL BASIN SIGN                               | EACH     | 10       | \$ 132.00     | \$ 1,320.00   |                       | 1.00                 | \$ 1,320.00        | \$ 1,320.00       | 100%       | \$ 66.00     |
| 31                                               | 2411                           | MODULAR UNIT RETAINING WALL                      | SQ FT    | 160      | \$ 44.00      | \$ 7,040.00   | \$ 7,040.00           |                      | \$ -               | \$ 7,040.00       | 100%       | \$ 352.00    |
|                                                  |                                |                                                  |          |          |               |               |                       |                      |                    |                   |            |              |
|                                                  | UTILITIES                      |                                                  |          |          |               |               |                       |                      |                    |                   |            |              |
| 32                                               | 2504                           | 4" DUCTILE IRON PIPE CL-52                       | LIN FT   | 50       | \$ 42.45      | \$ 2,122.50   | \$ 2,122.50           |                      | \$ -               | \$ 2,122.50       | 100%       | \$ 106.13    |
| 33                                               | 2504                           | 4" GATE VALVE AND BOX W/BLOW-OFF                 | EACH     | 1        | \$ 2,722.00   | \$ 2,722.00   | \$ 2,722.00           |                      | \$ -               | \$ 2,722.00       | 100%       | \$ 136.10    |
| 34                                               | 2504                           | 4" X 8" WATER SERVICE CONNECTION                 | LUMP SUM | 1        | \$ 3,975.00   | \$ 3,975.00   | \$ 3,975.00           |                      | \$ -               | \$ 3,975.00       | 100%       | \$ 198.75    |
| 35                                               | 2504                           | SALVAGE & REINSTALL HYDRANT                      | EACH     | 1        | \$ 1,288.00   | \$ 1,288.00   | \$ 1,288.00           |                      | \$ -               | \$ 1,288.00       | 100%       | \$ 64.40     |



|     |      |                                                |          |       |    |           |    |           |    |           |  |    |           |    |           |      |    |          |
|-----|------|------------------------------------------------|----------|-------|----|-----------|----|-----------|----|-----------|--|----|-----------|----|-----------|------|----|----------|
| 36  | 2503 | 2" PVC IRRIGATION CONDUIT                      | LIN FT   | 80    | \$ | 5.90      | \$ | 472.00    | \$ | 472.00    |  | \$ | -         | \$ | 472.00    | 100% | \$ | 23.60    |
| 37  | 2506 | RECONSTRUCT MANHOLE STRUCTURE                  | LUMP SUM | 1     | \$ | 1,445.00  | \$ | 1,445.00  | \$ | 1,445.00  |  | \$ | -         | \$ | 1,445.00  | 100% | \$ | 72.25    |
| 38  | 2503 | 8" CONCRETE APRON                              | EACH     | 2     | \$ | 1,356.00  | \$ | 2,712.00  | \$ | 2,712.00  |  | \$ | -         | \$ | 2,712.00  | 100% | \$ | 135.60   |
| 39  | 2503 | 12" CONCRETE APRON                             | EACH     | 5     | \$ | 1,531.00  | \$ | 7,655.00  | \$ | 7,655.00  |  | \$ | -         | \$ | 7,655.00  | 100% | \$ | 382.75   |
| 40  | 2502 | 12" RC PIPE                                    | LIN FT   | 344   | \$ | 41.50     | \$ | 14,276.00 | \$ | 14,276.00 |  | \$ | -         | \$ | 14,276.00 | 100% | \$ | 713.80   |
| 41  | 2502 | 8" HDPE PIPE                                   | LIN FT   | 28    | \$ | 30.00     | \$ | 840.00    | \$ | 840.00    |  | \$ | -         | \$ | 840.00    | 100% | \$ | 42.00    |
| 42  | 2503 | 4" PVC SANITARY SEWER SERVICE/CLEANOUT         | LIN FT   | 87    | \$ | 34.00     | \$ | 2,958.00  | \$ | 2,958.00  |  | \$ | -         | \$ | 2,958.00  | 100% | \$ | 147.90   |
| 43  | 2503 | 8" x 4" WVE/SANITARY SERVICE CONNECTION        | EACH     | 1     | \$ | 3,554.00  | \$ | 3,554.00  | \$ | 3,554.00  |  | \$ | -         | \$ | 3,554.00  | 100% | \$ | 177.70   |
| 44  | 2502 | 4" PERFORATED HDPE PIPE                        | LIN FT   | 1,030 | \$ | 8.25      | \$ | 8,497.50  | \$ | 8,497.50  |  | \$ | -         | \$ | 8,497.50  | 100% | \$ | 424.88   |
| 45  | 2502 | 4" DRAINTILE CLEANOUT                          | EACH     | 4     | \$ | 275.00    | \$ | 1,100.00  | \$ | 1,100.00  |  | \$ | -         | \$ | 1,100.00  | 100% | \$ | 55.00    |
| 46  | 2506 | OVERFLOW STRUCTURE                             | EACH     | 3     | \$ | 3,299.00  | \$ | 9,897.00  | \$ | 9,897.00  |  | \$ | -         | \$ | 9,897.00  | 100% | \$ | 494.85   |
| 47  | 2506 | CONSTRUCT DRAINAGE STRUCTURE SPECIAL           | EACH     | 2     | \$ | 2,345.00  | \$ | 4,690.00  | \$ | 4,690.00  |  | \$ | -         | \$ | 4,690.00  | 100% | \$ | 234.50   |
| 48  | 2105 | 60 mil POLYETHYLENE LINER                      | SQ YD    | 1,600 | \$ | 21.65     | \$ | 34,640.00 | \$ | 34,640.00 |  | \$ | -         | \$ | 34,640.00 | 100% | \$ | 1,732.00 |
| 49  | 2506 | SPLASH BLOCKS                                  | EACH     | 2     | \$ | 417.00    | \$ | 834.00    | \$ | 834.00    |  | \$ | -         | \$ | 834.00    | 100% | \$ | 41.70    |
| 50  | 2545 | ELECTRICAL SERVICE                             | LUMP SUM | 1     | \$ | 97,500.00 | \$ | 97,500.00 | \$ | 27,300.00 |  | \$ | 70,200.00 | \$ | 97,500.00 | 100% | \$ | 4,875.00 |
| 51  | 2545 | LIGHT POLES, STEEL POLE WITH CONCRETE BASE     | EACH     | 3     | \$ | 8,700.00  | \$ | 26,100.00 | \$ | 8,091.00  |  | \$ | 18,009.00 | \$ | 26,100.00 | 100% | \$ | 1,305.00 |
|     |      |                                                |          |       |    |           |    |           |    |           |  |    |           |    |           |      |    |          |
|     |      | EROSION CONTROL, RESTORATION, & LANDSCAPING    |          |       |    |           |    |           |    |           |  |    |           |    |           |      |    |          |
| 52  | 2573 | STABILIZED CONSTRUCTION EXIT                   | EACH     | 2     | \$ | 1,794.00  | \$ | 3,588.00  | \$ | 3,588.00  |  | \$ | -         | \$ | 3,588.00  | 100% | \$ | 179.40   |
| 53  | 2573 | EROSION CONTROL FENCE                          | LIN FT   | 4,500 | \$ | 1.75      | \$ | 7,875.00  | \$ | 7,875.00  |  | \$ | -         | \$ | 7,875.00  | 100% | \$ | 393.75   |
| 54  | 2573 | BIOROLL                                        | LIN FT   | 950   | \$ | 1.65      | \$ | 1,567.50  | \$ | 1,567.50  |  | \$ | -         | \$ | 1,567.50  | 100% | \$ | 78.38    |
| 55  | 2573 | STORM DRAIN INLET PROTECTION                   | EACH     | 3     | \$ | 440.00    | \$ | 1,320.00  | \$ | 1,320.00  |  | \$ | -         | \$ | 1,320.00  | 100% | \$ | 66.00    |
| 56  | 2573 | EC BLANKET CAT. 3W/25                          | SQ YD    | 1,300 | \$ | 1.30      | \$ | 1,690.00  | \$ | 1,690.00  |  | \$ | -         | \$ | 1,690.00  | 100% | \$ | 84.50    |
| 57  | 2571 | DECIDUOUS TREE 6" B&B                          | EACH     | 2     | \$ | 440.00    | \$ | 880.00    |    |           |  | \$ | 880.00    | \$ | 880.00    | 100% | \$ | 44.00    |
| 58  | 2571 | DECIDUOUS TREE 25-GAL POTTED                   | EACH     | 7     | \$ | 82.50     | \$ | 577.50    |    |           |  | \$ | 577.50    | \$ | 577.50    | 100% | \$ | 28.88    |
| 59  | 2575 | HYDRAULIC STABILIZER MULCH (BFM)               | ACRE     | 11.5  | \$ | 3,738.00  | \$ | 42,987.00 | \$ | 42,987.00 |  | \$ | -         | \$ | 42,987.00 | 100% | \$ | 2,149.35 |
| 60  | 2575 | TYPE 1 TURF SEED                               | ACRE     | 8.2   | \$ | 921.00    | \$ | 7,552.20  | \$ | 7,552.20  |  | \$ | -         | \$ | 7,552.20  | 100% | \$ | 377.61   |
| 61  | 2575 | TURF 2 NATIVE SEED                             | ACRE     | 3.3   | \$ | 461.00    | \$ | 1,521.30  | \$ | 1,521.30  |  | \$ | -         | \$ | 1,521.30  | 100% | \$ | 76.07    |
| 62  | 2575 | TURF 3 BASIN SEED                              | ACRE     | 0.26  | \$ | 1,030.00  | \$ | 267.80    | \$ | 267.80    |  | \$ | -         | \$ | 267.80    | 100% | \$ | 13.39    |
|     |      |                                                |          |       |    |           |    |           |    |           |  |    |           |    |           |      |    |          |
|     |      | ALTERNATE BID SCHEDULE                         |          |       |    |           |    |           |    |           |  |    |           |    |           |      |    |          |
| A1  | 2360 | 10" WIDE BIT TRAIL PAVEMENT (3.0") 2 LIFTS     | SQ YD    | 1,200 | \$ | 17.40     | \$ | 20,880.00 | \$ | 20,880.00 |  | \$ | -         | \$ | 20,880.00 | 100% | \$ | 1,044.00 |
| A2  | 2360 | 8" WIDE BIT TRAIL PAVEMENT (2.5") 1 LIFT: EXT  | SQ YD    | 640   | \$ | 18.20     | \$ | 11,648.00 | \$ | 11,648.00 |  | \$ | -         | \$ | 11,648.00 | 100% | \$ | 582.40   |
| A3  | 2211 | CLASS 5 AGGREGATE BASE                         | TON      | 675   | \$ | 16.10     | \$ | 10,867.50 | \$ | 10,867.50 |  | \$ | -         | \$ | 10,867.50 | 100% | \$ | 543.38   |
| A4  | 2105 | GEOTEXTILE FABRIC TYPE V                       | SQ YD    | 1,600 | \$ | 1.55      | \$ | 2,480.00  | \$ | 2,480.00  |  | \$ | -         | \$ | 2,480.00  | 100% | \$ | 124.00   |
| A5  | 2360 | BITUMINOUS PARKING LOT PAVEMENT (4.0") 2 LIFTS | SQ YD    | 950   | \$ | 24.60     | \$ | 23,370.00 | \$ | 23,370.00 |  | \$ | -         | \$ | 23,370.00 | 100% | \$ | 1,168.50 |
| A6  | 2521 | B612 CONCRETE CURB & GUTTER                    | LIN FT   | 450   | \$ | 26.00     | \$ | 11,700.00 | \$ | 11,700.00 |  | \$ | -         | \$ | 11,700.00 | 100% | \$ | 585.00   |
| A7  | 2582 | PARKING LOT STRIPING                           | LUMP SUM | 1     | \$ | 880.00    | \$ | 880.00    |    |           |  | \$ | 880.00    | \$ | 880.00    | 100% | \$ | 44.00    |
| A8  | 2502 | 12" RC PIPE                                    | LIN FT   | 19    | \$ | 42.00     | \$ | 798.00    |    |           |  | \$ | -         | \$ | 798.00    | 100% | \$ | 39.90    |
| A9  | 2503 | 4" PERFORATED HDPE PIPE                        | LIN FT   | 290   | \$ | 8.50      | \$ | 2,465.00  | \$ | 2,465.00  |  | \$ | -         | \$ | 2,465.00  | 100% | \$ | 123.25   |
| A10 | 2503 | 4" DRAINTILE CLEANOUT                          | EACH     | 1     | \$ | 274.00    | \$ | 274.00    | \$ | 274.00    |  | \$ | -         | \$ | 274.00    | 100% | \$ | 13.70    |
| A11 | 2506 | CONSTRUCT DRAINAGE STRUCTURE SPECIAL           | EACH     | 1     | \$ | 2,895.00  | \$ | 2,895.00  | \$ | 2,895.00  |  | \$ | -         | \$ | 2,895.00  | 100% | \$ | 144.75   |
| A12 | 2506 | SPLASH BLOCKS                                  | EACH     | 1     | \$ | 418.00    | \$ | 418.00    | \$ | 418.00    |  | \$ | -         | \$ | 418.00    | 100% | \$ | 20.90    |
| A13 | 2545 | LIGHT POLES, STEEL POLE WITH CONCRETE BASE     | EACH     | 2     | \$ | 8,700.00  | \$ | 17,400.00 | \$ | 5,394.00  |  | \$ | 12,006.00 | \$ | 17,400.00 | 100% | \$ | 870.00   |
| A14 | 2105 | DEWATERING                                     | LUMP SUM | 1     | \$ | 5,250.00  | \$ | 5,250.00  | \$ | 5,250.00  |  | \$ | -         | \$ | 5,250.00  | 100% | \$ | 262.50   |
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**CITY OF INVER GROVE HEIGHTS**

**MEMORANDUM**

TO: Mayor & City Council

FROM: Joe Lynch, City Administrator

SUBJECT: Dakota Communications Center Operations

DATE: August 28, 2020

CC: M. Chiodo, J. Thill

Enclosures: T. Folie email, DCC Board item recommendation

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**Background:**

- The Dakota Communications Center was formed in 2007
- The DCC began operations in 2008
- This is the dispatch center for all Dakota County cities Police and Fire departments and the Dakota County Sheriff
- The costs for services are based upon a formula
- The cost allocation formula has changed over time
- Currently the formula is a calculation of the three-year average of Computer Aided Dispatch (CAD) calls for each community and we pay based upon our percentage as compared to all other calls in the County
- We pay the same percentage for Capital improvements/replacements
- Our costs are split 90% Police, 10% Fire for the operating costs based upon call volume and percentage of each. We split the Capital costs 50/50 between Police and Fire
- In 2018 the FBI determined that Dispatch Centers cannot be run by 3<sup>rd</sup> parties. It had to be run by the Chief Law Enforcement Department of the County or of a City
- The Executive Committee and the DCC Board started discussions in 2018 about possible solutions to having the Center run differently
- The Executive Committee, which consists of the member cities City Administrators and Managers recommended that Dakota County take over the entire operation
- The Dakota County Board rejected this proposal and countered with a formula driven by expenses shared by cities and County
- The DCC Board recommended that Dakota County pay for all fixed costs and the cities split the “other” costs based upon the current formula.

### **Overview**

Currently the management and funding of the Dakota Communications Center is at a crossroads. The FBI has mandated that the management of the operation change. Currently no municipal police department or Police Chief in a Dakota County city wants to take on the management of this operation. The Board of Directors of the DCC is recommending that Dakota County pay for the all direct costs, such as personnel, utilities for operation of the building, cleaning, etc. and the cities split the indirect costs such as capital, debt, etc. going forward. This would mean a switch from a Joint Powers Agreement operation to a Dakota County function of the Sheriff's office. All member cities are being asked to bring this concept to their respective Council's for discussion and feedback to gain an understanding of the support or lack thereof for this concept going forward. If Dakota County cities approve of this concept going forward, both the Executive Committee and Board of Directors will work to make this transition happen in 2021. This will have a budgetary impact for all cities and Dakota County in 2022.

The Mayor represents the City of Inver Grove Heights on the Board of Directors and has been in the middle of the discussions of this concept at that level. I represent the city on the Executive Committee, which is the recommending body to the Board of Directors. We both support this concept and recommend that the city go forward indicating their support for a change to the operation and budgeting for 2022 for the Dakota Communications Center.

### **Recommendation**

Staff recommends that the Council consider approval of the option for funding for the Dakota Communications Center and cost allocation change for the calendar year 2022 to Dakota County paying all director costs and the Joint Powers Agreement cities paying for the all other costs according to the formula in place at this time or any new formula calculated as a result of this shift.

To: DCC Board of Directors

From: DCC Financial Funding Task Force

CC: Tom Folie, Executive Director

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## RECOMMENDATION

Allocate [50%-100%] "Fixed Costs" of DCC Budget to Dakota County while *maintaining current three year rolling average CAD event cost allocation to remaining "Variable Costs"* to each party in the Joint Powers Agreement beginning in the 2022 budget cycle. The nonmember small cities' and townships' would receive an appropriate DCC budget cost allocation.

### Basis of Support

- DCC is a county-wide physical asset existing regardless of County size or call volume.
- DCC provides a service, measurable as a CAD event, similar to a utility charge for members.
- DCC fiscal agent (City of Lakeville) conducted an analysis of the current annual budget with a draft categorization of "Fixed" or "Variable" cost identifying 21% of fixed costs, totaling \$1,997,043. *Exhibit 1*
- Fixed Costs provides the County the best opportunity at this time to increase its contribution as an acknowledgement that the DCC is a County-wide physical asset.
- Membership fee scenario at County paid [50%-100%] of "Fixed Costs" results in a [11.4%-22.8%] reduction in city fees. *Exhibit 2*
- A 2021 Budget implementation, while possible, was considered burdensome to County budget goals and staff to fully absorb [ 50%-100% \$1,997,043]. The 2022 Budget [or phased timing] appears to be more obtainable.

### Investigation and Other Possible Recommendation Discussion

1. Maintain current funding allocation. (Not supported)
  - a. Recognition the DCC is a county-wide physical asset and an adjustment is reasonable.
  - b. Establishment of the Financial Funding Task Force to provide a recommendation change.
2. Move current DCC budget and operation to County. (Not supported)
  - a. General belief cities would support but County Board does not support full budget impacts and operations.
  - b. Phased transition plan available (Executive Committee recommendation)
    - i. Three year transition option available
    - ii. Five year transition option available
  - c. Investigated multiple funding arrangements.
    - i. Property valuation assessment to county residents-similar to County run PSAPs
    - ii. Public Service Levy – See # 3 below for additional findings
3. Public Service Levy by County (funding of County costs, not full operation - Open)
  - a. Funding of County allocated costs-open for County to pursue on its own.
  - b. Requires State Legislation
    - i. Current use by Anoka County is for a fixed time and specific equipment

- ii. Dakota County request could be for ongoing operational and capital expense
- 4. Public Service Levy by County Hybrid (DCC budget and operation to County - Open)
  - a. Option I Funding of all DCC costs
    - i. Requires State Legislation
    - ii. Open to County to pursue with member city agreement
  - b. Option II Funding of County costs with member city fee to County
    - i. Requires State Legislation
    - ii. Open to County to pursue with member city agreement funding
- 5. Member Fee Allocation – Call Volume Formula alternatives (Not Supported)
  - a. DCC location analysis indicated CAD event distribution Exhibit 3
    - i. 58% Other-Public building, traffic stops, parks
    - ii. 28% Residential
    - iii. 14% Business
    - iv. Other allocation able to be assigned to members by GIS location or CAD Events.
  - b. Tax Capacity Exhibit 2
    - i. 2019 Taxation information for members
    - ii. Reallocation based on working copy of proposed 2021 budget
    - iii. Not tied to CAD events
  - c. Population Exhibit 2
    - i. 2018 estimate information for members.
    - ii. Reallocation based on working copy of proposed 2021 budget
    - iii. Head count allocation, slants toward residential over business
    - iv. True up of counts occurs with census every 10 years

## **Acknowledgement**

The Financial Funding Task Force acknowledges and appreciates the information, efforts and assistance from the County's Office of Performance and Analysis, Dakota County GIS, DCC Fiscal Agent-City of Lakeville, Chief Bill Messerich and the DCC staff including Executive Director Tom Folie.

### **The DCC Funding Task Force**

- Commissioner Mike Slavik (County Board)
- Commissioner Mary Liz Holberg (County Board)
- George Tourville, Inver Grove Heights (DCC Board)
- Jeff Weisensel, Rosemount (DCC Board)
- Michelle Volk, Lakeville (DCC Board)
- Logan Martin, Rosemount (DCC Exec Comm.)
- Matt Smith, Dakota County (DCC Exec Comm.)
- Justin Miller, Lakeville (DCC Exec Comm.)
- Sheriff Tim Leslie (Law & Fire Ops)
- Chief Bill Messerich (Law & Fire Ops)
- Chief Justin Elvestad (Law & Fire Ops)



-DCC-

Joe Lynch

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**From:** Tom Folie <TFolie@mn-dcc.org>  
**Sent:** Thursday, August 20, 2020 1:07 PM  
**To:** DCC Executive Committee (Primaries)  
**Subject:** To do from Board Meeting  
**Attachments:** Funding Task Force Draft.pdf

Good Afternoon,

The Board of Directors met this morning on the topic of DCC funding and requested member discussion on the draft recommendation that is attached. They would like comments in time for the September 17, 2020 DCC Board Meeting. Below is a draft of the minutes on that topic with the action item highlighted.

## **7. DCC Funding Task Force Update**

### **Discussion:**

Tourville (Inver Grove Heights) acknowledged that there had been very lively discussions related to DCC funding and thanked the Funding Task Force for vetting through many ideas.

Weisensel (Rosemount) reviewed the draft recommendation with members of the group, including the basis for support of the recommendation and other options discussed. Weisensel acknowledged participants on the task force who worked diligently to arrive at a recommendation that, in their opinion, would be most amenable to all members. Weisensel then briefly reviewed the alternatives and the findings of the task force for each on each of them.

Weisensel (Rosemount) noted that the task force considered many different options before arriving at the proposed recommendation which was to recommend the County cover all fixed operating costs. Weisensel noted that using the adopted 2021 budget numbers for reference, that amount would be approximately \$2,000,000.

Weisensel (Rosemount) acknowledged that there were some sections in the recommendation that were in parenthesis, stating that they hadn't been totally settled yet. Weisensel clarified that while the cities were looking for Dakota County to take over 100% of the fixed costs, it was not yet determined if the County Board would be amenable to 100%.

Weisensel (Rosemount) specifically addressed discussions that revolved around member fee allocations and noted that after much discussion, the recommendation was to retain the current funding formula.

Weisensel (Rosemount) thanked Dakota County personnel, DCC staff and fiscal agent, South St. Paul Police Chief, and members of the task force for their contributions to information and discussions that led to this recommendation.

Weisensel (Rosemount) referred to the next steps and explained that the expectation would be for members of the Executive Committee take the draft recommendation to their member agencies in an effort to gain support. Feedback will be collected and discussed for formal action at the September DCC Board meeting.

Slavik (Dakota County) noted that Dakota County representation on the task force would be bringing the recommendation before the County Board at their meeting the beginning of September for feedback. Slavik explained that the 2021 Operating and Capital Budget had been adopted earlier in the meeting and should be used by members for their budget considerations. Slavik acknowledged that the items in the recommendation that are still "pending discussion" may lead to additional cost savings to member 2021 budgets. Slavik thanked DCC fiscal agent for their efforts. Tourville (Inver Grove Heights) also thanked DCC fiscal agent and also Dakota County staff who helped to compile all the information for discussion by the task force.

Vitelli (West St. Paul) commented that the efforts made were a very good start. Vitelli noted that if the recommendation was where everything ended up, he was in support of it. Vitelli thanked everyone for their efforts

Tourville (Inver Grove Heights) reiterated that the DCC 2021 Operating and Capital budget had been approved earlier in the meeting and suggested members use that information to develop/finalize their individual budgets. Tourville thanked City and County Administrators and Managers for their efforts, particularly McNeill from Mendota Heights, Miller from Lakeville and Martin from Rosemount.

Slavik (Dakota County) inquired if it was necessary to take formal action to have the Executive Committee present the recommendation to their elected officials and/or send acknowledgement of efforts by the task force. Tourville (Inver Grove Heights) responded that he thought general direction would be sufficient directing feedback be brought back to the September meeting for formal action. Weisensel (Rosemount) noted that the JPA was in a unique position. Weisensel clarified that the task force and Board couldn't really force this on any member agency. Weisensel commented that was why the task force felt was the best way to proceed. Provide an update with a draft recommendation. Share with member agency officials. Collect feedback from all, which would include specific feedback from Dakota County that might help to clarify outstanding items in the recommendation before presenting for consideration and formal recommendation at the September meeting.

Tourville (Inver Grove Heights) recapped that City and County Administrators and Managers should be directed to go back to their cities for consideration of the draft recommendation which would then be revisited formally in September with direction to modify as needed based on feedback. Tourville clarified that the recommendation is not for the County to take over 100% of expenses, but 100% of fixed costs. Tourville added that it hadn't yet been determined if the final recommendation would be for the county to take over 50% or 100% of fixed costs, or something in between.

Tourville (Inver Grove Heights) reiterated that the group needed to continue to work together to maintain the excellent 911 services currently provided.

**Action:** Motion by Weisensel (Rosemount) to direct members of the Executive Committee to bring the draft recommendation back to their respective member entities for consideration and comments in time for the September DCC Board meeting. Second by Slavik (Dakota County).

|              | Vote | Ayes   | Nays |
|--------------|------|--------|------|
| Apple Valley | Aye  | 12.60% | 0    |

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**ALLIANT VENTURES III, LLC – CASE NO. 20-18S**

Meeting Date: September 14, 2020  
 Item Type: Consent Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

Approve the following Resolutions relating to;

1. The final plat, Development Agreement, Stormwater Maintenance Agreement, and related agreements for the plat of Pine Bend Estates.
2. The wetland mitigation plan for wetland replacement within the plat.
  - All Require 3/5th's vote.
  - 60-day deadline: N/A

**SUMMARY**

The applicant is proposing the final plat for Pine Bend Estates, a 14 lot single family development located on Cahill Avenue near Inver Grove Trail. The City Council approved the preliminary plat on May 11, 2020.

**ANALYSIS**

The plat and development plans are consistent with the preliminary plans. Engineering has approved the final grading and drainage plans consistent with the preliminary plans. Earth work and tree grubbing has begun. The developer expects to begin construction of model homes this fall. The final plan set satisfies the 13 conditions of preliminary approval.

The development will be impacting two wetlands on the site. The smaller wetland near Cahill Avenue is a low quality wetland will be filled completely. A small portion of the DNR wetland on the north side of the site will have minor grading and filling. Both impacts have been approved through the Wetland Conservation Act procedures. The total wetland replacement is 5,536 square feet. The developer will be buying wetland bank credits through the Minnesota Board of Water and Soil Resources. The Environmental Commission reviewed the request on August 27 and recommended approval.

**RECOMMENDATION**

**Planning Staff:** Recommends approval of the Final plat and wetland mitigation plan.

Attachments: Resolution approving the Final Plat, Development Agreement and Related Agreements (11 total documents) for the plat of Pine Bend Estates.  
 Resolution approving the Wetland mitigation  
 Final Plat  
 Environmental Commission Report  
 Agreements (11 total)

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

**RESOLUTION NO. 2020-173**

**A RESOLUTION APPROVING THE FINAL DEVELOPMENT AGREEMENT, STORM  
WATER FACILITIES MAINTENANCE AGREEMENT AND RELATED AGREEMENTS  
FOR THE PLAT OF PINE BEND ESTATES**

**CASE NO. 20-18S  
(Alliant Ventures III, LLC)**

**WHEREAS**, a Final Plat application has been submitted to the City for property legally described as;

**SEE EXHIBIT A**

**WHEREAS**, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on May 11, 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, Development Agreement, Storm Water Facilities Maintenance Agreement, 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 approved plans listed in the recorded development agreement.

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 14<sup>th</sup> day of September, 2020.

AYES:  
NAYS:

ATTEST:

\_\_\_\_\_  
George Tourville, Mayor

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

## **EXHIBIT A**

### **Legal Description Per Title Commitment**

The North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. of the Southwest  $\frac{1}{4}$  of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. 56 Except the North 659.16 feet. Except: All that part of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 22, Township 27, Range 22 lying East of the Southwest  $\frac{1}{4}$  of Section 22, Township 27, Range 22 lying East of Section 22, Township 27, Range 22 lying East of the Easterly right of way of Highway 56 except the North 659.16 feet thereof, Dakota County, Minnesota, lying southerly of a line 36 feet southerly of and parallel with the following described line A Point H to its termination. Line A: Commencing at the South Quarter corner of Section 22, Township 27 N. Range 22 W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46 and a central angle of 6 degrees 34 minutes, 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West , 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet, thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE  $\frac{1}{4}$  of of the SW  $\frac{1}{4}$  of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence Northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.



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

**RESOLUTION NO. 2020-174**

**A RESOLUTION APPROVING A WETLAND REPLACEMENT PLAN APPLICATION FOR  
THE IMPACT OF WETLANDS ASSOCIATED WITH THE PINE BEND ESTATES  
SUBDIVISION LOCATED AT 9697 INVER GROVE TRAIL**

**CASE NO. 20-18S  
(Alliant Ventures)**

**WHEREAS**, the applicant requested City approval of a wetland impact and replacement plan that involved impacting 5,5346 square feet (0.1271 acre) of wetlands and replacement through a wetland banking credit;

**WHEREAS**, copies of "The Application" were distributed to the following agencies for review and comment: Dakota County Soil & Water Conservation District; Minnesota Board of Water & Soil Resources; Department of Natural Resources Regional Office, DNR Wetlands Coordinator; Department of the Army, Corps of Engineers, St. Paul District; and the Lower Mississippi River WMO; and

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that**, "The Application" is considered compliant with the Minnesota Wetland Conservation Act and is hereby approved with the following condition:

1. The City (LGU) shall receive written confirmation from BWSR that the wetland credits proposed for said use have been officially withdrawn from the wetland bank.

Passed this 14th day of September, 2020.

AYES:  
NAYS:

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George Tourville, Mayor

ATTEST:

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Rebecca Kiernan, City Clerk

# PINE BEND ESTATES

KNOW ALL PERSONS BY THESE PRESENTS: That Alliant Ventures III, LLC, a Minnesota limited liability company, owner, of the following described property:

The North Half of the Southwest Quarter of Section 22, Township 27, Range 22, lying East Roadway Thoroughfare No. 56 Except the North 659.16 feet.

Except: All that part of the North Half of the Southwest Quarter of Section 22, Township 27, Range 22 lying East of the Easterly right of way of Highway 56 except the North 659.16 feet thereof, Dakota County, Minnesota, lying southerly of a line 36 feet southerly of and parallel with the following described line A Point H to its termination.

Line A: Commencing at the South Quarter corner of Section 22, Township 27 N. Range 22 W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46 and a central angle of 6 degrees 34 minutes, 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East, 325.08 feet to Point E; thence continuing North 18 degrees 59 minutes 06 seconds East 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West , 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet, thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the Southeast Quarter of the Southwest Quarter of said Section 22, said intersection being Point G, thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence Northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

Together with:

All that part of the Southeast Quarter of the Southwest Quarter (SE1/4 of the SW1/4) in Section 22, Township 27, Range 22, Dakota County, Minnesota, lying westerly of Inver Grove Trail and lying northerly of a line 30 feet northerly of and parallel with said Line A from Point F to Point G.

Line A: Commencing at the South Quarter Corner of Section 22, Township 27 North, Range 22 West; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degree 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of the last described curve, having a radius of 477.46 feet and a central angle of 6 degrees 34 minutes 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46 feet and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East, 325.08 feet to Point E; thence continuing North 18 degrees 59 minutes 06 seconds East, 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet; thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE1/4 of the SW1/4 of said Section 22, said intersection being Point G; thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

Has caused the same to be surveyed and platted as PINE BEND ESTATES 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 Alliant Ventures III, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Alliant Ventures III, LLC, a Minnesota limited liability company

\_\_\_\_\_  
\_\_\_\_\_ as \_\_\_\_\_

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Alliant Ventures III, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Notary Public, \_\_\_\_\_, County, Minnesota

My Commission Expires \_\_\_\_\_

## SURVEYOR'S CERTIFICATE

I, Peter J. Hawkinson, 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 this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Peter J. Hawkinson, Licensed Land Surveyor

Minnesota License No. 42299

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by Peter J. Hawkinson.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Notary Public, \_\_\_\_\_, County, Minnesota

My Commission Expires \_\_\_\_\_

## CITY COUNCIL, Inver Grove Heights, County of Dakota, State of Minnesota

This plat was approved by the City Council of the City of Inver Grove Heights, Minnesota, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Clerk

## CITY PLANNING COMMISSION, Inver Grove Heights, County of Dakota, State of Minnesota

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Secretary

## COUNTY SURVEYOR, Dakota County, State of Minnesota

I hereby 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\_\_\_\_.

By: \_\_\_\_\_  
Amy A. Koethe  
Director, Department of Property Taxation and Records

## COUNTY RECORDER, County of Dakota, State of Minnesota

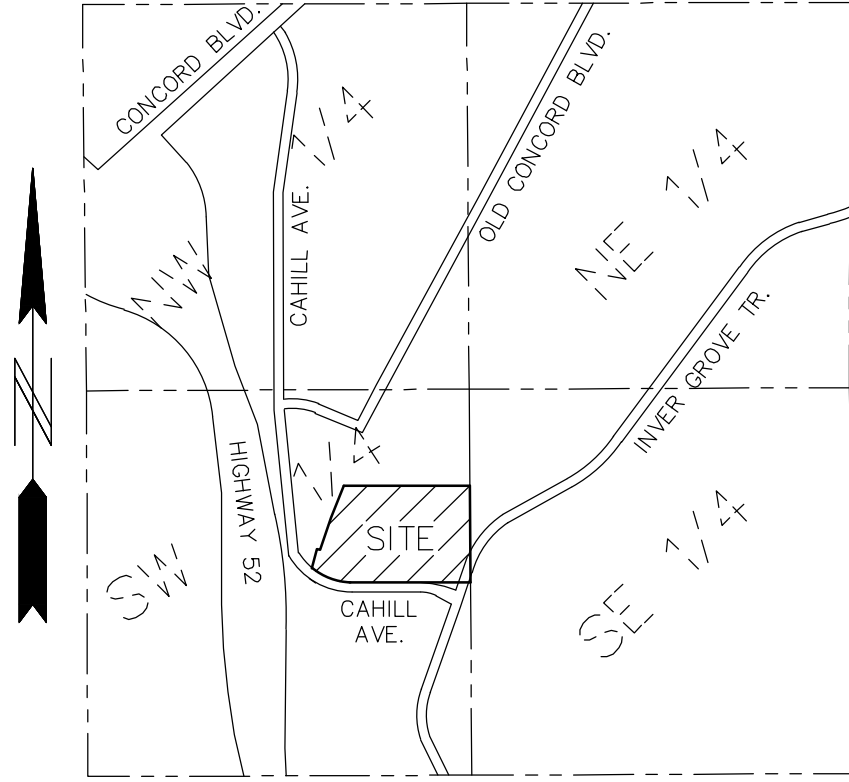
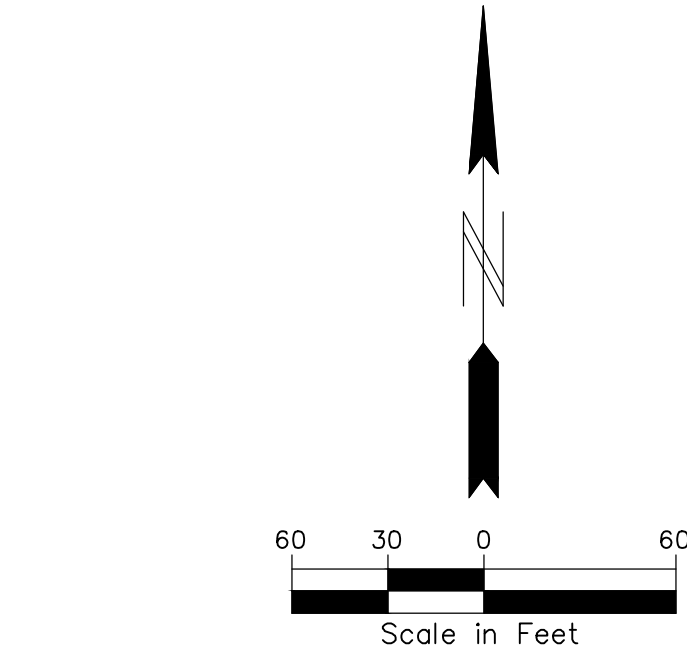
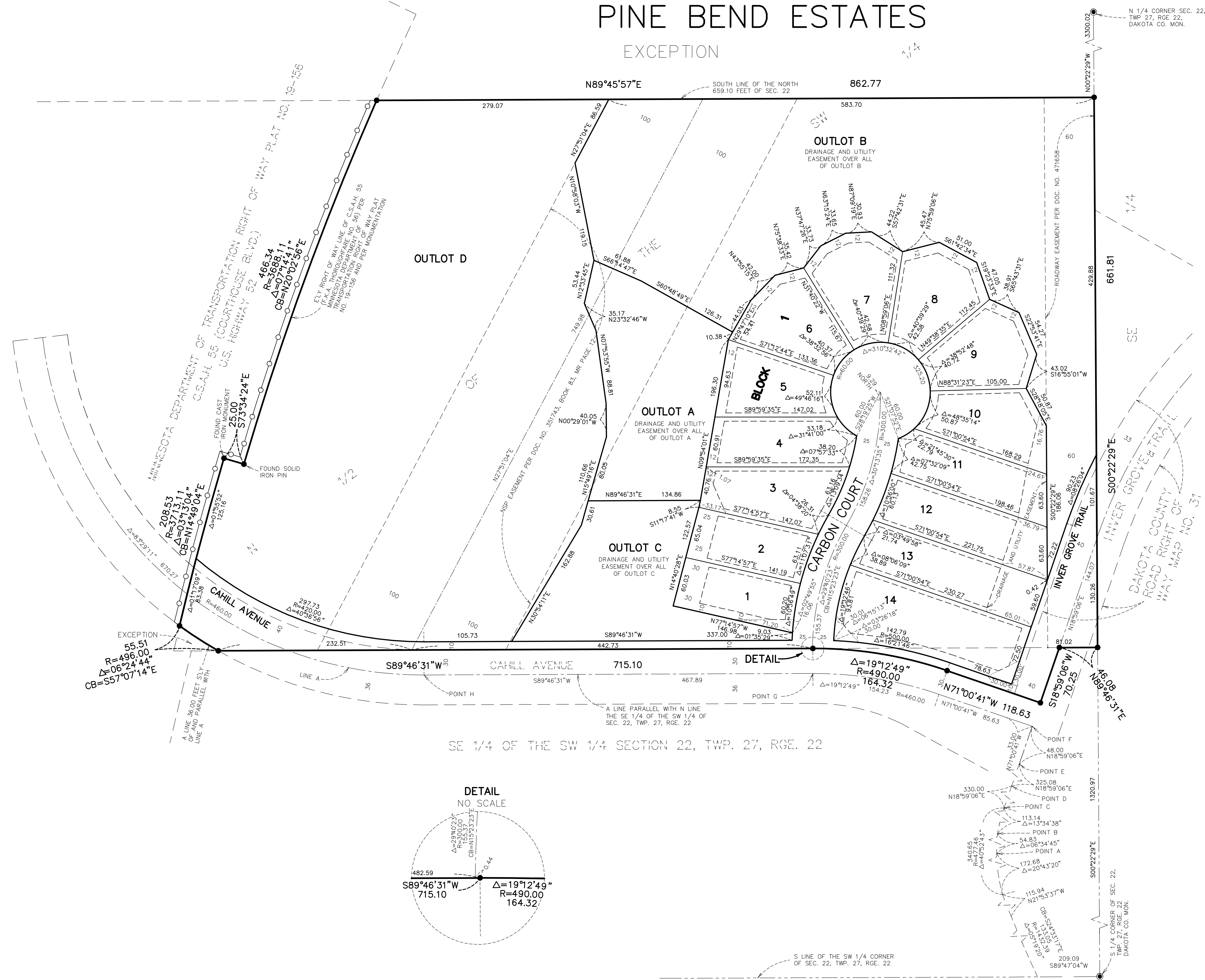
I hereby certify that this plat of PINE BEND ESTATES was filed in the office of the County Recorder for public record on this day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_ o'clock \_\_\_\_ .M. and was duly filed in Book \_\_\_\_\_ of Plats, Page \_\_\_\_\_ as Document No. \_\_\_\_\_.

By: \_\_\_\_\_  
Amy A. Koethe  
Dakota County Recorder



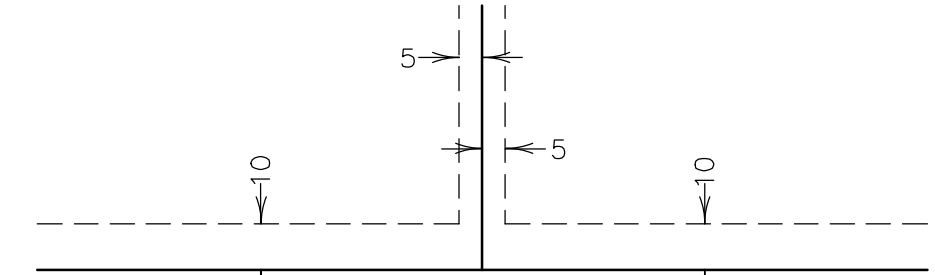
PINE BEND ESTATES

EXCEPTION



SECTION 22, TWP. 27, RGE. 22  
LOCATION MAP  
NOT TO SCALE

DRAINAGE AND UTILITY  
EASEMENTS ARE SHOWN THUS:



Being 5 feet in width, and adjoining side lot lines unless otherwise indicated, and 10 feet in width and adjoining rear lot lines and right of way unless otherwise indicated on the plat.

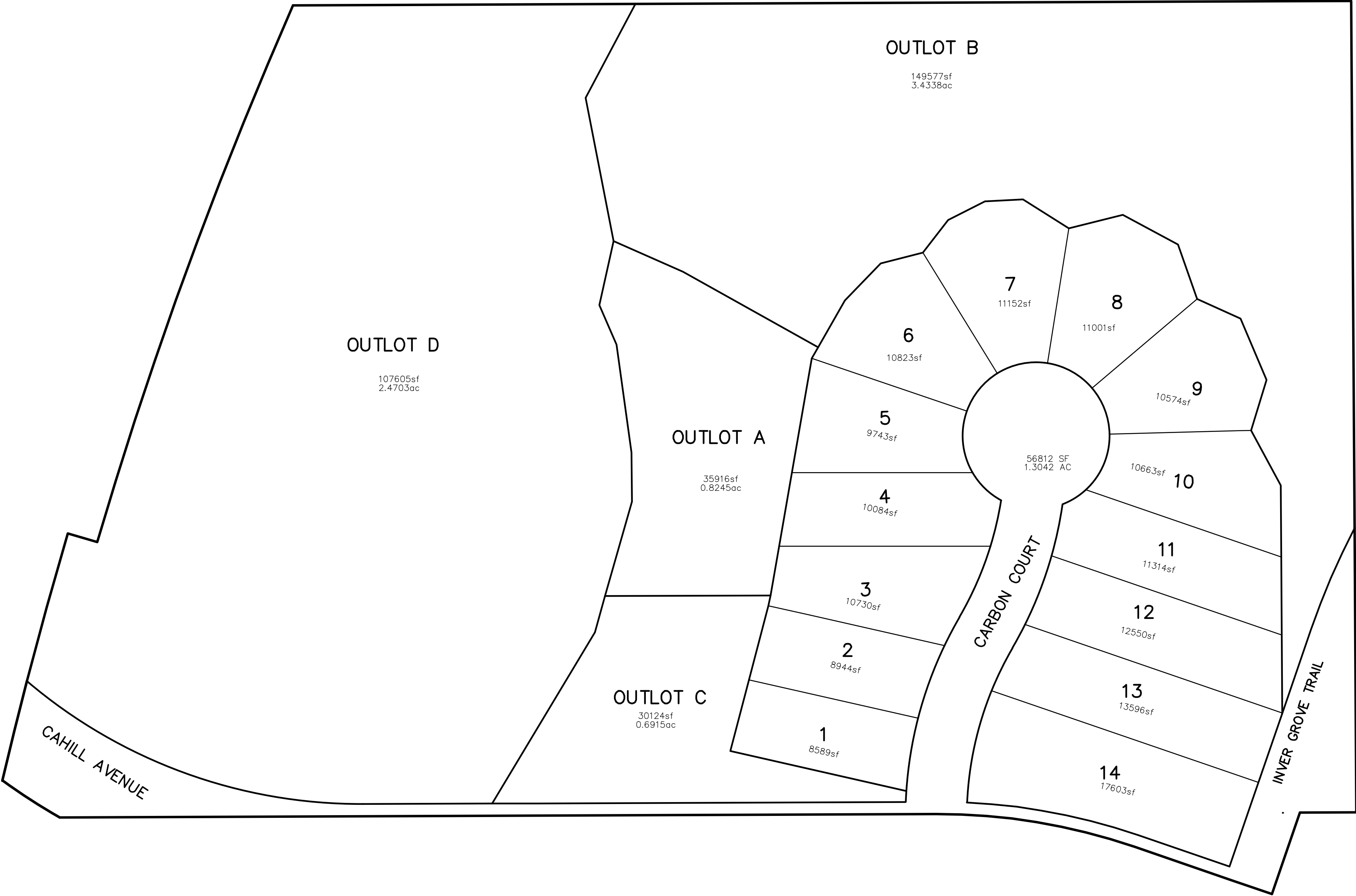
THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 27, RANGE 22, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 89°47'04" WEST.

- DENOTES FOUND DAKOTA COUNTY MONUMENT
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.
- DENOTES ACCESS CONTROL PER MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP 19-156.



PINE BEND ESTATES

| AREA SUMMARY        |             |             |  |
|---------------------|-------------|-------------|--|
| BLOCK 1 =           | 157,364 SF. | 3.6126 AC.  |  |
| OUTLOT A=           | 29,183 SF.  | 0.6700 AC.  |  |
| OUTLOT B=           | 151,375 SF. | 3.4751 AC.  |  |
| OUTLOT C=           | 24,924 SF.  | 0.5722 AC.  |  |
| OUTLOT D=           | 245,217 SF. | 5.6294 AC.  |  |
| TOTAL LOT AREA =    | 157,364 SF. | 3.6126 AC.  |  |
| TOTAL OUTLOT AREA = | 449,498 SF. | 10.3191 AC. |  |
| R/W AREA =          | 56,812 SF.  | 1.3042 AC.  |  |
| TOTAL AREA =        | 664,875 SF. | 15.2635 AC. |  |



**PLANNING REPORT  
CITY OF INVER GROVE HEIGHTS**

---

**CASE NO:** 20-18S

**APPLICANT:** Alliant Ventures III, LLC / Bob Machacek

**PROPERTY OWNER:** Alliant Ventures III, LLC

**REQUEST:** Approval of a Wetland Replacement Plan

**MEETING DATE:** August 27, 2020

**LOCATION:** 9697 Inver Grove Trail

**COMPREHENSIVE PLAN:** N/A

**ZONING:** N/A

**REVIEWING DIVISIONS:** Environmental Commission, WCA TEP

**PREPARED BY:** Ally Sutherland, Environmental Specialist

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**REVISED APPLICATION**

On July 23, 2020, the Environmental Commission reviewed and recommended the Wetland Replacement Plan for 9697 Inver Grove Trail. On August 4, 2020, the Wetland Replacement Plan was re-submitted by the applicant proposing to completely fill Wetland A (0.1122 acre) and partially fill Wetland B (0.0149 acre), totaling 0.1271 acre. All impacts related to Wetland A included in revised application submitted on August 4, 2020 remain the same as the Wetland Replacement Plan reviewed by the Commission on July 23, 2020. The only changes are additional minor impacts related to Wetland B. The total of permanent wetland impacts has increased from 0.1122 acres (4,887 square feet) to 0.1271 (5,536 square feet), a difference of 0.0149 acres (649 square feet).

**BACKGROUND**

Alliant Capital III, LLC is proposing a new single-family residential housing development in the City of Inver Grove Heights called Inver Grove Trails. This proposed development will be located north of Cahill Avenue and west of Inver Grove Trail in the southeastern part of the City (Figure 1).

The site itself covers approximately 15 acres of land that consists of a vacated residence with outbuildings, deciduous woodlands, areas of mixed native and non-native grassland, and two wetland areas (Figure 2). A transmission line and associated utility easement intersects the property in a north south orientation within the western half of the site. Of the approximate 15 total acres of the site, approximately 8-10 acres is being developed with the remainder of the site being left in its current land use (undeveloped open space). Throughout the site two wetlands were delineated in 2019. Project construction will consist of site grading for infrastructure including roads, utilities, storm water facilities, and building pads. Construction is expected to begin in 2020 and will continue until fully built.

Based on the design of the project, two wetlands; Wetland A and Wetland B (Figure 2) will be impacted and therefore a wetland replacement plan must be approved by the City for the project to move forward. There would be a total of 0.1271 acres (5,536 square feet) of permanent wetland impacts with this construction. Wetland impacts would be mitigated at a 2:1 ratio through purchase of wetland credits.

One duty of the Environmental Commission is to review wetland replacement plans and make recommendation to the City Council.



Dakota County Soil and Water Conservation District (DCSWCD) reviews and processes wetland applications under the Wetland Conservation Act for the City of Inver Grove Heights. City Staff prepares a summary memo for the Environmental Commission and City Council based on the information provided by and action taken by the DCSWCD.

### **EVALUATION OF THE REQUEST**

DCSWCD has prepared a memo on their review of the replacement plan which is attached to this report.

DCSWCD noticed the application on May 26, 2020 and the comment period ended on June 19, 2020.

The updated request received on August 4, 2020 was reviewed by the WCA Technical Evaluation Panel, including the Board of Soil and Water and DCSWCD. The WCA Technical Evaluation Panel has no objection to the proposed wetland impacts and recommends approval of the wetland replacement plan.

### **ALTERNATIVES**

The Environmental Commission has the following actions available on the following requests:

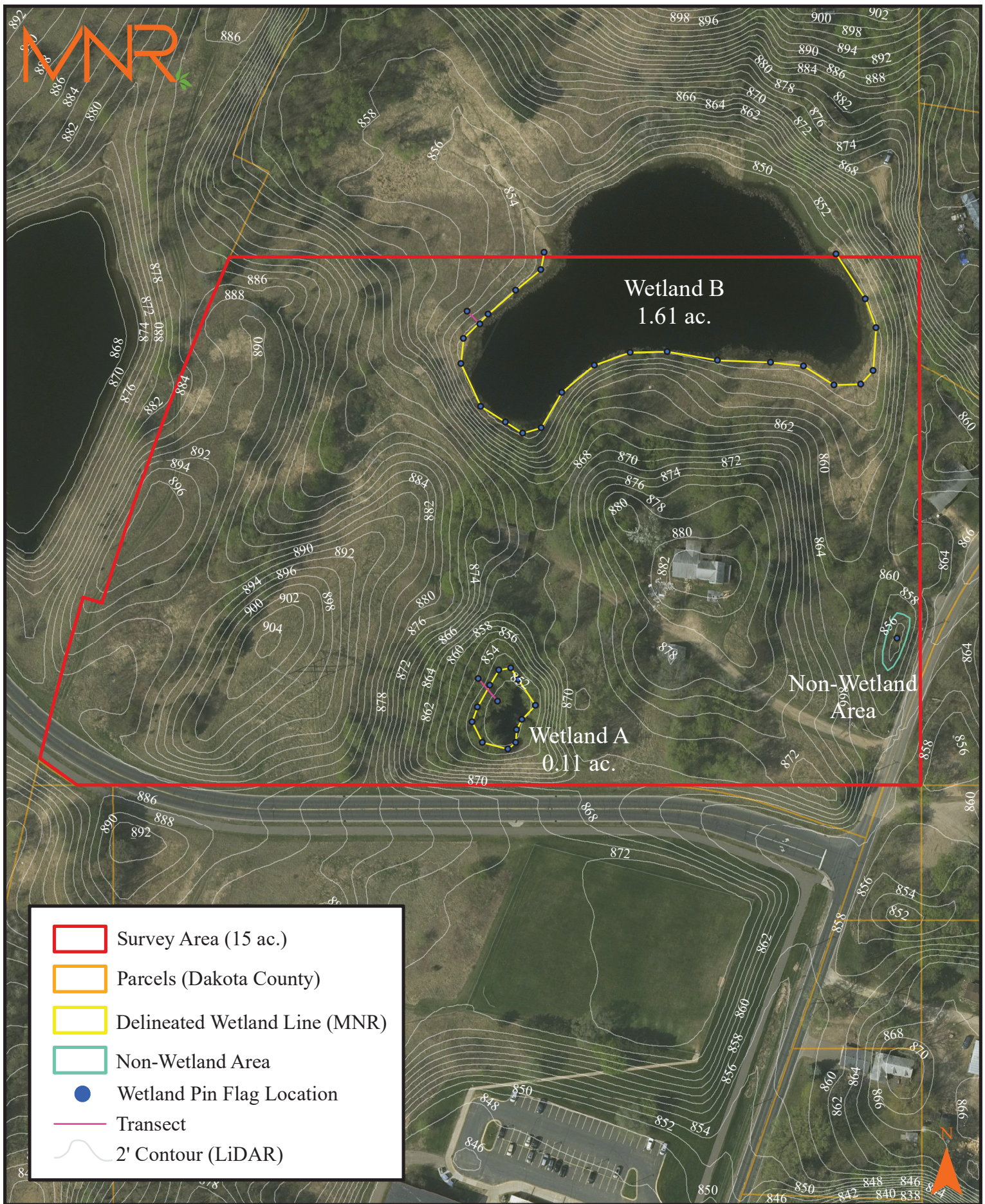
- A. **Approval**: If the Environmental Commission finds the application to be acceptable, the following action should be taken:
  - Recommend Approval of the **Wetland Replacement Plan** as proposed.
- B. **Denial**: If the Environmental Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

### **RECOMMENDATION**

City Staff, as part of the WCA Technical Evaluation Panel, recommends approval of the wetland replacement.

Attachments:    Location Maps; Figure 1 & 2  
                         Final Plat of Pine Bend Estates  
                         Wetland Permit Application prepared by Midwest Natural Resources, Inc. (MNR)  
                         DCSWCD Review Memo





**Delineated Wetlands  
Inver Grove Trail  
Inver Grove Heights, MN**

**Figure 2**



**DEVELOPMENT CONTRACT**  
**FOR PLAT OF**  
**PINE BEND ESTATES**

**INDEX TO CITY OF INVER GROVE HEIGHTS**  
**DEVELOPMENT CONTRACT**

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

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- H. Warranty On Developer Improvements and Erosion Control
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|                  |                                                               |
|------------------|---------------------------------------------------------------|
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| <b>EXHIBIT B</b> | List of Development Plans                                     |
| <b>EXHIBIT C</b> | Developer Improvements                                        |
| <b>EXHIBIT D</b> | City Improvements                                             |
| <b>EXHIBIT E</b> | Miscellaneous Requirements And Conditions Imposed By The City |
| <b>EXHIBIT F</b> | Escrow Calculation for Developer Improvements                 |

**CITY OF INVER GROVE HEIGHTS**

**DEVELOPMENT CONTRACT  
FOR PLAT OF PINE BEND ESTATES**

**THIS DEVELOPMENT CONTRACT** is made and entered into on the 14<sup>th</sup> day of September, 2020, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the DEVELOPER and OWNER identified herein.

**RECITALS:**

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

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

**WHEREAS**, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of a public street, public utilities (sewer and water), storm sewer pipes, bioretention basins, detention ponds and raingardens and vegetation associated with storm water facilities, trails and sidewalks; and

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

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

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

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

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

## **ARTICLE 1** **DEFINITIONS**

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

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

**1.3 DEVELOPER.** "DEVELOPER" means Alliant Ventures III, LLC, a Minnesota limited liability company, and its successors and assigns.

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

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

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

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County (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
- g.) Minnesota Pollution Control Agency (MPCA)

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

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

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

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

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

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

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

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

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

d.) breach of the DEVELOPER WARRANTIES.

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

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

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



court, department, agency or instrumentality.

- F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, MPCA, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations.
- H. **WARRANTY ON DEVELOPER IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER 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 approval and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All trees, grass, sod and vegetation 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, storm water facilities and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, water main, sanitary sewer, drainage, storm water facilities 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 CITY, COUNTY, MPCA, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.
- J. **FEE TITLE.** OWNER owns fee title to the property within the PLAT.

**1.20 CITY WARRANTIES.** "CITY WARRANTIES" means that the CITY hereby warrants and represents as follows:

A. **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

B. **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

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

**If to CITY:** City of Inver Grove Heights  
Attention: City Administrator  
Inver Grove Heights City Hall  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**If to  
DEVELOPER  
or OWNER:** Alliant Ventures III, LLC  
4655 Nicols Road #106  
Eagan, MN 55122

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.

1.22 **OWNER.** "OWNER" means Alliant Ventures III, LLC, a Minnesota limited liability company, and its successors and assigns.

## **ARTICLE 2** **PLAT APPROVAL**

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

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

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

**ARTICLE 3**  
**CITY IMPROVEMENTS**

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

**ARTICLE 4**  
**DEVELOPER IMPROVEMENTS**

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

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

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

**4.4 STREET SIGNS.** The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY

standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

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

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

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

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

## **ARTICLE 5** **PARK CONTRIBUTION REQUIREMENTS**

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

## **ARTICLE 6** **OTHER PERMITS**

**6.1 PERMITS.** The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES,

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

## **ARTICLE 7**

### **OTHER DEVELOPMENT REQUIREMENTS**

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

## **ARTICLE 8**

### **DEVELOPER PUBLIC IMPROVEMENTS**

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

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

**8.3 INSPECTION.** The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 14 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

**8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS.** The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into

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

**8.5 CITY ACCEPTANCE.** The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.19 and 10.1 and except as provided in the following agreements:

- Storm Water Facilities Maintenance Agreement for Outlots A, B and C, Pine Bend Estates
- Storm Water Facilities Maintenance Agreement for Lot 7, Block 1, Pine Bend Estates
- Storm Water Facilities Maintenance Agreement for Lot 8, Block 1, Pine Bend Estates
- Street Light Agreement for Plat of Pine Bend Estates
- Restrictive Use Easement Agreement for Lot 1, Block 1, Pine Bend Estates
- Restrictive Use Easement Agreement for Lot 14, Block 1, Pine Bend Estates
- Restrictive Use Easement Agreement for Outlot C, Pine Bend Estates

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

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

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.

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



compliant Geodatabase template will be made available by the CITY which will specify all features and critical attributes required. All features submitted must be located within  $\pm 0.5'$  horizontal and be topologically correct on the Dakota County coordinates system. All features and critical attributes must be complete and consistent with submitted as-built plans. The as-built submittal must follow the geodatabase template provided by the CITY for acceptance.

## **ARTICLE 9**

### **RESPONSIBILITY FOR COSTS**

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

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

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

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

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

## **ARTICLE 10**

### **DEVELOPER WARRANTIES**

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

**ARTICLE 11**  
**CITY WARRANTIES**

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

**ARTICLE 12**  
**INDEMNIFICATION OF CITY**

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

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER 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 IMPROVEMENTS;

- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

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

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

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

### **ARTICLE 13**

#### **CITY REMEDIES UPON DEVELOPER DEFAULT**

**13.1 CITY REMEDIES.** If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other reasonable time, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;

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

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

**13.3 NO REMEDY EXCLUSIVE.** No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT CONTRACT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

**13.4 EMERGENCY.** Notwithstanding the requirement contained in Section 13.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and

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

## **ARTICLE 14** **ESCROW DEPOSIT**

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

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached Exhibit F. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2023. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of not earlier than December 31, 2023, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

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

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

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

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

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

## **ARTICLE 15** **MISCELLANEOUS**

**15.1 CITY'S DUTIES.** The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS, if the DEVELOPER fails to complete the DEVELOPER IMPROVEMENTS.

**15.2 ADDITIONAL IMPROVEMENTS.** If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or, so long as the CITY shall have given DEVELOPER at least ten (10) days written notice thereof, may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then

the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

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

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

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

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

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

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



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

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

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

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

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

CITY hereby grants to DEVELOPER, its agents, employees, officers, and contractors a license to enter Outlot B, Pine Bend Estates to perform construction of DEVELOPER IMPROVEMENTS pursuant to this DEVELOPMENT CONTRACT.

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA    )  
                                      )  
COUNTY OF DAKOTA    )       ss.

On this 14<sup>th</sup> day of September, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

---

Notary Public

**DEVELOPER:**  
**ALLIANT VENTURES III, LLC**

By: \_\_\_\_\_  
Thomas J. Sloan  
Its: Sole Member

By: \_\_\_\_\_  
Daryl M. Gemar  
Its: Chief Manager / President

STATE OF MINNESOTA     )  
                                          )     ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Thomas J. Sloan and Daryl M. Gemar, to me personally known, who being by me duly sworn, did say that Thomas J. Sloan is the sole member of Alliant Ventures III, LLC, a Minnesota limited liability company, and that Daryl M. Gemar is the Chief Manager / President of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the sole member and Chief Manager / President of Alliant Ventures III, LLC.

\_\_\_\_\_  
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

**OWNER:**  
**ALLIANT VENTURES III, LLC**

By: \_\_\_\_\_  
Thomas J. Sloan  
Its: Sole Member

By: \_\_\_\_\_  
Daryl M. Gemar  
Its: Chief Manager / President

STATE OF MINNESOTA     )  
                                          )     ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Thomas J. Sloan and Daryl M. Gemar, to me personally known, who being by me duly sworn, did say that Thomas J. Sloan is the sole member of Alliant Ventures III, LLC, a Minnesota limited liability company, and that Daryl M. Gemar is the Chief Manager / President of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the sole member and Chief Manager / President of Alliant Ventures III, LLC.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**OF PLAT OF PINE BEND ESTATES**

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

Lots 1 through 14, Block 1, Pine Bend Estates, Dakota County, Minnesota

Outlots A, B, C and D, Pine Bend Estates, Dakota County, Minnesota

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

**EXHIBIT B**  
**LIST OF DEVELOPMENT PLANS**

| <b>PLAN</b>                                   | <b>DATE OF PLAN<br/>PREPARATION</b> | <b>PREPARED<br/>BY</b> |
|-----------------------------------------------|-------------------------------------|------------------------|
| Preliminary Site Plan<br>(1.3 of 19)          |                                     | Pioneer Engineering    |
| Grading Plan<br>(2.1 of 19)                   |                                     | Pioneer Engineering    |
| Erosion Control Plan<br>(2.2 of 19)           |                                     | Pioneer Engineering    |
| Sanitary & Watermain Site<br>Plan (3.1 of 19) |                                     | Pioneer Engineering    |
| Storm Sewer<br>(4.1 of 19)                    |                                     | Pioneer Engineering    |
| Street Plan & Profile<br>(5.1 of 19)          |                                     | Pioneer Engineering    |
| Basin Mitigation<br>(6.1 of 19)               |                                     | Pioneer Engineering    |
| Wetland Fill<br>(7.1 of 19)                   |                                     | Pioneer Engineering    |
| 3:1 Slopes<br>(8.1 of 19)                     |                                     | Pioneer Engineering    |
| Landscape Plan<br>(L1 of 1)                   |                                     | Pioneer Engineering    |
| Tree Preservation Plan<br>(T1 of 1)           |                                     | Pioneer Engineering    |

The above-listed Development Plans were last revised on \_\_\_\_\_, 2020. The set of Development Plans dated \_\_\_\_\_, 2020 are the final, approved Development Plans.

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

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

1. Memo to City Planner from Assistant City Engineer dated April 16, 2020.
2. Memo to City Planner from Assistant City Engineer dated June 24, 2020.
3. Memo to City Planner from Assistant City Engineer dated August 13, 2020.
4. Barr Engineering storm water review comments dated June 24, 2020 and July 2, 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.

| <b><u>CHECKED</u></b> | <b><u>COMPLETION DATE</u></b>                                                                 | <b><u>IMPROVEMENT</u></b>                                                              |
|-----------------------|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| X                     | prior to obtaining a building permit or December 31, 2020<br>whichever occurs first           | general site grading, drainage and erosion control                                     |
| X PUBLIC              | prior to obtaining a building permit or December 31, 2020,<br>whichever occurs first          | utilities (sanitary sewer and water lateral and trunk lines)                           |
| X                     | prior to obtaining a building permit or December 31, 2020,<br>whichever occurs first          | sanitary sewer and water service lines                                                 |
| X PUBLIC              | prior to obtaining a building permit or December 31, 2020,<br>whichever occurs first          | gravel base for street                                                                 |
| X PUBLIC              | prior to obtaining a building permit or December 31, 2020,<br>whichever occurs first          | pedestrian trail                                                                       |
| X PUBLIC              | prior to obtaining a certificate of occupancy or December 31, 2020,<br>whichever occurs first | base bituminous for street and street lights                                           |
| X PUBLIC              | prior to obtaining a building permit or December 31, 2020,<br>whichever occurs first          | Storm Water Facilities constructed to a functional level approved by the City Engineer |

|          |                                                                                            |                                            |
|----------|--------------------------------------------------------------------------------------------|--------------------------------------------|
| X PUBLIC | prior to obtaining a certificate of occupancy or December 31, 2020, whichever occurs first | Storm Water Facilities completed           |
| X        | prior to obtaining a certificate of occupancy or December 31, 2020, whichever occurs first | Retaining walls                            |
| X        | prior to issuing certificate of occupancy for the individual subject lot                   | lot landscaping **                         |
| X PUBLIC | See Section 4.4                                                                            | street signage                             |
| X PUBLIC | prior to obtaining a certificate of occupancy or December 31, 2021, whichever occurs first | final wear course of bituminous for street |

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

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

**EXHIBIT D**  
**CITY IMPROVEMENTS**

The CITY is not required to construct any CITY IMPROVEMENTS.

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER must execute this DEVELOPMENT CONTRACT.
  - b.) DEVELOPER must provide cash deposit for the Engineering Escrow Amount provided in Exhibit F of this DEVELOPMENT CONTRACT.
  - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
  - d.) DEVELOPER must provide to the CITY the sealcoating payment of \$\_\_\_\_\_ with regard to the street in the DEVELOPER IMPROVEMENTS as required under Section 7 of Exhibit E.
  - e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
  - f.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT.
  - g.) DEVELOPER must execute and deliver the documents listed in paragraph 13 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
  - h.) DEVELOPER must pay the park dedication fee referenced in paragraph 5 of this Exhibit E.
  - i.) DEVELOPER must pay any tree preservation shortage pursuant to paragraph 24 of this Exhibit E.
  - j.) DEVELOPER shall pay the amounts owed by Alliant Ventures III, LLC to the City under the *Agreement Relating To Dakota County Tax Identification No. 20-02200-54-011 Concerning Special Assessments For Street Improvements Under*

*City Project No. 2005-22 (Cahill Avenue) And Concerning Sanitary Sewer And Water Main Availability Charges Resulting From Project No. 2005-22 (Cahill Utilities)* dated November 12, 2019, between the City and Alliant Ventures III, LLC pursuant to paragraph 14 of Exhibit E.

- k.) DEVELOPER shall obtain all required permits including the NPDES Construction Storm Waer Permit, Public Watermain Extension Permit, Public Sanitary Sewer Main Extension Permit, DCSWCD and State Agency Wetland Determination and MnDOT Drainage Permit.
- 2.) **BUILDING PERMITS FOR LOTS.** Prior to December 31, 2020, or prior to issuance of a building permit for any lot in the PLAT, whichever occurs first, the following conditions must be met in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in paragraph 1 of this Exhibit E have been met.
  - b.) The PLAT is recorded with the Dakota County Recorder.
  - c.) The DEVELOPMENT CONTRACT and all of the documents listed in paragraph 13 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
  - d.) The Storm Water Facilities must be constructed to a functional level reasonably approved by the City Engineer.
  - e.) General site, grading, drainage and erosion control must be completed.
  - f.) Utilities must be installed.
  - g.) Sanitary sewer and water service lines must be installed.
  - h.) Gravel base for the streets must be installed.
  - i.) The DEVELOPER must show evidence that the lots within the PLAT (except for Outlots B and D) have been added to the homeowner association documents required by paragraph 12 of this Exhibit E.
  - j.) Retaining walls shall be constructed.
  - k.) The pedestrian trail shall be constructed.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to December 31, 2020, or prior to the issuance of any certificate of occupancy for any lot in the PLAT, whichever occurs first, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions listed in paragraphs 1 and 2 of this Exhibit E must be satisfied.

- b.) Base course bituminous for the streets and the street lights must be installed.
- c.) The Storm Water Facilities must be completed and approved by the City Engineer.
- d.) Lot landscaping must be completed for the individual lot affected by the landscaping; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30<sup>th</sup>.

The final wear course of bituminous for the streets must be installed by December 31, 2021; however, the final wear course of bituminous for the streets may be required to be installed earlier or later as approved by the City Engineer.

- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 5.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per lot amount of \$2,850, multiplied by the number of lots in the PLAT. There are 14 lots and as a result, the park contribution is \$39,900 (14 lots multiplied by \$2,850 per unit). The park contribution fee of \$39,900 must be paid before the CITY signs the PLAT.
- 6.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** There are no Northwest Area Utility Plat Connection Fee owed for the PLAT.
- 7.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement within the PLAT to protect and enhance the lifespan of the street. The sealcoating will be completed by the CITY approximately three (3) years after the installation of the final wear course of bituminous pavement. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of \$ \_\_\_\_\_ for the work.

The amount of \$ \_\_\_\_\_ is due and payable by the DEVELOPER to the CITY at the time the PLAT is executed by the CITY. The CITY will

complete the work associated with the sealcoating approximately three (3) years after the installation of the final wear course of bituminous pavement. The DEVELOPER agrees that the sealcoating benefits the PLAT.

- 8.) **TREE PRESERVATION.** All tree preservation requirements and conditions in connection with the PLAT imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER. Also see paragraph 24 of this Exhibit E.
- 9.) **STREET LIGHTING.** DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights will be determined by the local electric company. DEVELOPER shall enter into a Street Light Agreement for the PLAT.

DEVELOPER shall pay for the energy costs for all the street lights in the PLAT for the first three years after installation. Thereafter, the energy costs for the street lights shall be paid by the owners of the buildable lots within the PLAT.

- 10.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction of residences on the lots within the PLAT shall comply with the following (Erosion Control Forms):
- a. Erosion Control for Residential Lots dated February 2015 and identified as Plate No. EC-01;
  - b. Silt Fence dated April 2011 and identified as Plate No. EC-02;
  - c. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
  - d. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
  - e. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.

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

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

- Outlot B, Pine Bend Estates

Conveyance of the Outlot shall be by Warranty Deed. Outlot B, Pine Bend Estates shall be free and clear of any mortgages and liens. OWNER shall pay the real estate taxes for such Outlot for the year in which the Outlot is conveyed to the CITY.

At the time the PLAT is recorded, OWNER shall convey or cause to be conveyed to the Association the following Outlots:

- Outlots A and C, Pine Bend Estates

Conveyance of the Outlots shall be by Warranty Deed. Outlots A and C, Pine Bend Estates shall be free and clear of any mortgages and liens. OWNER shall pay the real estate taxes for such Outlots for the year in which the Outlots are conveyed to the CITY.

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

- 13.) **AGREEMENTS.** The DEVELOPER and OWNER must comply with the requirements contained in the agreements set forth below:

- a. 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. By Warranty Deed, OWNER must convey Outlot B, Pine Bend Estates to the CITY at the time the PLAT is recorded.

- c. OWNER must execute the following Storm Water Facilities Maintenance Agreements relating to the PLAT:

- Storm Water Facilities Maintenance Agreement for Outlots A, B and C, Pine Bend Estates
- Storm Water Facilities Maintenance Agreement for Lot 7, Block 1, Pine Bend Estates
- Storm Water Facilities Maintenance Agreement for Lot 8, Block 1 , Pine Bend Estates

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 a Street Light Agreement for the PLAT.

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



e. OWNER must execute the following Restrictive Use Easement Agreements for the PLAT:

- Restrictive Use Easement Agreement for Lot 1, Block 1, Pine Bend Estates
- Restrictive Use Easement for Outlot C, Pine Bend Estates
- Restrictive Use Easement Agreement for Lot 14, Block 1, Pine Bend Estates

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

f. By two (2) separate Warranty Deeds, OWNER must convey to the City restricted access as follows:

- All rights of vehicular access, including ingress and egress, to and from Cahill Avenue from and to Lot 14, Block 1, Pine Bend Estates, Dakota County, Minnesota and from and to Lot 14, Block 1, Pine Bend Estates, Dakota County, Minnesota to and from Cahill Avenue; AND all rights of vehicular access, including ingress and egress, to and from Inver Grove Trail from and to Lot 14, Block 1, Pine Bend Estates, Dakota County, Minnesota and from and to Lot 14, Block 1, Pine Bend Estates, Dakota County, Minnesota to and from Inver Grove Trail.
- All rights of vehicular access, including ingress and egress, to and from Inver Grove Trail from and to Lot 13, Block 1, Pine Bend Estates, Dakota County, Minnesota and from and to Lot 13, Block 1, Pine Bend Estates, Dakota County, Minnesota to and from Inver Grove Trail.

The above-listed two (2) Warranty Deeds must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

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

The agreements and documents listed in this paragraph 13 must be recorded prior to any mortgage relating to any lots in the PLAT.

14.) **AGREEMENT RELATING TO DAKOTA COUNTY TAX IDENTIFICATION NO. 20-02200-54-011 CONCERNING SPECIAL ASSESSMENTS FOR STREET IMPROVEMENTS UNDER CITY PROJECT NO. 2005-22 (CAHILL AVENUE) AND CONCERNING SANITARY SEWER AND WATER MAIN AVAILABILITY CHARGES RESULTING FROM PROJECT NO. 2005-22 (CAHILL UTILITIES).**

Under Section 5.1 of the *Agreement Relating To Dakota County Tax Identification No. 20-02200-54-011 Concerning Special Assessments For Street Improvements Under City Project No. 2005-22 [Cahill Avenue] And Concerning Sanitary Sewer And Water Main Availability Charges Resulting From Project No. 2005-22 [Cahill Utilities]* (“Availability Charges Agreement”) dated November 12, 2019, between the City and Alliant Ventures III, LLC (referred to as “Owner”) there are certain amounts owed to the City by Alliant Ventures III, LLC upon the City approving the Plat and upon the City issuing a building permit for property in the Plat. Section 5.1 provides as follows:

5.1 Recognition of Obligation To Pay Availability Charges. The Owner and City hereby acknowledge, recognize and agree that Owner and Property owe the City \$141,250 for unpaid principal City Availability Charges relating to the Property resulting from Project 2005-22 Cahill Avenue Utilities. Owner agrees to pay the City \$141,250 in the following manner and at the following times:

- a. The Owner shall pay \$35,312.50 in cash upon execution of this Agreement.
- b. The Owner shall pay \$35,312.50 on or before January 2, 2021.
- c. The Owner shall pay \$42,375 upon the earlier to occur of January 2, 2021 or upon the City approving a final plat or subdivision of any portion of the Property, in which case a prorated amount shall be paid upon approval of the partial final plat for or partial subdivision of that portion of the Property.
- d. The Owner shall pay \$28,250 upon the earlier to occur of January 2, 2021 or prior to any building permit being issued for the Property.

Section 5.2 of the Availability Charges Agreement provides that the payment of \$141,250 for unpaid utility charges does not include any charge for the future lateral extension of water main utilities into the Plat. Section 5.2 provides as follows:

5.2 Obligation of Property Owner to Pay any Applicable Water Main Lateral Charges imposed by the City. The Property Owner and the City agree that above-referenced agreement providing for the financing of \$46,761.00 for sanitary sewer area charges, \$47,728.00 for sanitary sewer lateral charges, and \$46,761.00 for water main area charges (for a total of \$141,250.00 of unpaid utility charges for the benefit of the Property) did not include any charge for the future lateral extension of water main utilities into the Property. The Property Owner acknowledges and agrees that this Agreement does not affect the City’s ability to specially assess or otherwise collect lateral water main charges upon the lateral extension of water main utilities into the Property.

Section 5.3 of the Availability Charges Agreement provides that the Owner must still pay for utility connection fees imposed by the City and Metropolitan Council at the time of Plat. Section 5.3 provides as follows:

5.3 Obligation of Property Owner to Pay any Utility Connection Fees imposed by the City and/or Imposed by the Metropolitan Council by and through the City. The Owner acknowledges and agrees that the Availability Charges created by this Agreement shall be in addition to the City core connection fees, the City Water Access Charge (City WAC), the City Sewer Access Charge (City SAC) charge, and any WAC and/or SAC charges of the Metropolitan Council Environmental Services (MCES) as set and collected pursuant to the ordinances of the City in effect at the time of connection to the City's water and/or sanitary sewer system.

- 15.) **MONUMENT AT ENTRYWAY.** DEVELOPER is constructing a monument and associated landscaping at the entryway to the PLAT. The monument and associated landscaping will be located within the right-of-way with the CITY granting a permit to the DEVELOPER with the responsibilities for maintenance outlined in the permit. The Homeowners Association will maintain the monument and associated landscaping. If the Homeowners Association fails to maintain the monument and associated landscaping per the terms of the permit issued by the CITY, then the CITY may revoke the permit and the Homeowners Association at its cost shall remove the monument and associated landscaping as directed by the CITY. The monument and associated landscaping shall not adversely impact the sight triangles. DEVELOPER shall follow the CITY height restrictions.
- 16.) **MODEL HOMES / SALES HOMES.** If DEVELOPER intends to construct model homes on certain lots within the PLAT, the lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes by the public, the DEVELOPER shall install a gravel drive for access to the lots and the gravel drive shall be inspected and approved by the CITY Fire Marshall. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.
- 17.) **OUTLOT MARKER POSTS.** DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future land owners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled "Protected Area" at the cost of DEVELOPER.
- 18.) **CONSENT REQUIREMENTS.** DEVELOPER agrees that the following elements of the Planned Unit Development within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS without first obtaining the following consents:

| Site Plan Element     | Consent Required By    |
|-----------------------|------------------------|
| Building Location     | City Council           |
| Driveways             | Planning Department    |
| Landscaping           | Planning Department    |
| Location of Utilities | Engineering Department |

|                                     |              |
|-------------------------------------|--------------|
| Location of Natural Area/Open Space | City Council |
|-------------------------------------|--------------|

- 19.) **DEDICATION OF CAHILL AVENUE RIGHT-OF-WAY.** DEVELOPER shall dedicate the right-of-way for Cahill Avenue as shown on the PLAT.
- 20.) **PEDESTRIAN TRAILS AND SIDEWALKS.** DEVELOPER shall construct a trail along the entire length of Cahill Avenue to Inver Grove Trail as shown on the DEVELOPMENT PLANS. DEVELOPER shall install a 6 foot wide sidewalk with 6 foot boulevard on the north side of Cahill Avenue which will connect to Inver Grove Trail.
- 21.) **WETLAND MITIGATION.** DEVELOPER must submit a wetland mitigation plan to be approved by the reviewing body and the CITY.
- 22.) **TREE REPLACEMENT SHORTAGE.** DEVELOPER must comply with the tree reforestation requirements and meet the CITY's tree preservation and street tree requirements.
- 23.) **RETAINING WALL REQUIREMENTS.** Prior to the CITY issuing a building permit for any individual lot in the PLAT, all retaining wall permits must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the PLAT that is to have a retaining wall, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the CITY.
- 24.) **MPCA MITIGATION.** DEVELOPER and OWNER must comply with, be responsible for, and complete the requirements, regulations, responsibilities, provisions, restrictions, conditions and obligations imposed by the Minnesota Pollution Control Agency (MPCA) with respect to the pollutants, contaminants, demolition debris, construction debris, waste and petroleum located on the PLAT. DEVELOPER and OWNER must comply with, be responsible for, and complete the requirements, regulations, responsibilities, provisions, restrictions, conditions and obligations imposed by the Dakota County Environmental Services with respect to the pollutants, contaminants, demolition debris, construction debris, waste and petroleum located on the PLAT. DEVELOPER and OWNER must comply with, be responsible for, and complete the requirements, regulations, responsibilities, provisions, restrictions, conditions and obligations imposed by the CITY with respect to the pollutants, contaminants, demolition debris, construction debris, waste and petroleum located on the PLAT as contained in the Land Alteration Permit No. C-101-20 approved by City Council on July 27, 2020 and the conditions and requirements made by the Assistant City Engineer in the permit approval letter on August 5, 2020. The requirements, regulations, responsibilities, provisions, restrictions, conditions and obligations imposed by the MPCA, the County and the CITY are hereafter referred to, singularly and collectively, as the "Environmental Requirements". The "Environmental

Requirements” include but are not limited to the following:

- a. No Association Letter issued by the MPCA dated October 18, 2019.
- b. Voluntary Response Action Plan (VRAP) dated January 2020 prepared by Landmark Environmental for Alliant Ventures III, LLC.
- c. Environmental Construction Contingency Plan (ECCP) dated January 2020 prepared by Landmark Environmental for Alliant Ventures III, LLC.
- d. Requirements imposed by Dakota County Environmental Services.
- e. DEVELOPER and OWNER must comply with the matters addressed in the environmental summary letter from Landmark Environmental dated July 21, 2020.
- f. Landmark Environmental has been retained by the DEVELOPER to prepare the reports and to coordinate with the Minnesota Pollution Control Agency (MPCA) and must be present during the excavation to ensure the contaminants are handled and disposed of properly.
- g. DEVELOPER and OWNER is responsible for handling, disposal and costs associated with the contaminated material.
- h. DEVELOPER and OWNER shall comply with the conditions and requirements noted in the Land Alteration Permit No. C-101-20 approved by City Council on July 27, 2020 and comply with the conditions and requirements made by the Assistant City Engineer in the permit approval letter on August 5, 2020.
- i. Engineering Memo from Assistant City Engineer Steve Dodge dated August 13, 2020.
- j. Approved DEVELOPMENT PLANS.

DEVELOPER AND OWNER shall defend, indemnify, and hold the CITY harmless from and against any liabilities, obligations, costs, expenses, claims, causes of action, losses and damages (including reasonable attorneys fees) arising from or related to pollutants, contaminants, demolition debris, construction debris, waste or petroleum located on the PLAT or arising from or related to failure of DEVELOPER and OWNER to comply with the Environmental Requirements or failure of DEVELOPER and OWNER to comply with the DEVELOPMENT PLANS.

**EXHIBIT F**  
**ESCROW CALCULATION**  
**FOR DEVELOPER IMPROVEMENTS**

|      |                                                                        |    |
|------|------------------------------------------------------------------------|----|
| 1.)  | Site Grading, Drainage<br>and Erosion Control                          | \$ |
| 2.)  | Sanitary Sewer                                                         | \$ |
| 3.)  | Watermain                                                              | \$ |
| 4.)  | Storm Sewer (piping)                                                   | \$ |
| 5.)  | Storm Water Facilities<br>(raingardens, infiltration basins,<br>ponds) | \$ |
| 6.)  | Street Construction<br>(and sidewalk and trail)                        | \$ |
| 7.)  | Retaining walls                                                        | \$ |
| 8.)  | Street Lights                                                          | \$ |
| 9.)  | Construction debris clean up                                           | \$ |
| 10.) | Certified As-Builts                                                    | \$ |
| 11.) | Landscaping                                                            | \$ |
| 12.) | Environmental Remediation                                              | \$ |

**SUBTOTAL** **\$**

**Multiplied by** **1.25**

**TOTAL ESCROW:** **\$**

**EXHIBIT F**  
**ESCROW CALCULATION**  
(Continued)

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

- \$29,400            City fees for inspection and engineering services (14 lots x \$2,100 per lot)
- \$2,500            Water model charges
- \$3,500            Storm water model update
- \$ \_\_\_\_\_      Barr Engineering storm water review and basin inspections
- \$ \_\_\_\_\_      **TOTAL (DEVELOPER responsibility)**

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

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

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

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

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

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

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

**RESTRICTIVE USE EASEMENT AGREEMENT**  
**FOR LOT 1, BLOCK 1, PINE BEND ESTATES,**  
**DAKOTA COUNTY, MINNESOTA**

**THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 1, PINE BEND ESTATES** (Easement Agreement) is made this 14<sup>th</sup> day of September, 2020, by and between Alliant Ventures III, LLC, a Minnesota limited liability company (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

**WHEREAS**, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

**WHEREAS**, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

**WHEREAS**, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

**NOW, THEREFORE**, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.



2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
  - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
  - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
  - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
  - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
  - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

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

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

13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

**IN WITNESS WHEREOF**, the parties have caused this Restrictive Use Easement Agreement for Lot 1, Block 1, Pine Bend Estates to be executed as of the day and year aforesaid by its duly authorized representatives.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA    )  
                                          )       ss.  
COUNTY OF DAKOTA    )

On this 14<sup>th</sup> day of September, 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:**  
**ALLIANT VENTURES III, LLC**

By: \_\_\_\_\_  
Thomas J. Sloan  
Its: Sole Member

By: \_\_\_\_\_  
Daryl M. Gemar  
Its: Chief Manager / President

STATE OF MINNESOTA     )  
                                          )     ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Thomas J. Sloan and Daryl M. Gemar, to me personally known, who being by me duly sworn, did say that Thomas J. Sloan is the sole member of Alliant Ventures III, LLC, a Minnesota limited liability company, and that Daryl M. Gemar is the Chief Manager / President of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the sole member and Chief Manager / President of Alliant Ventures III, LLC.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING PLEASE  
RETURN TO:**

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1, Block 1, Pine Bend Estates, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

**EXHIBIT B**  
**RESTRICTED EASEMENT AREA**

A restricted use easement lying over, under and across all that part of Lot 1, Block 1, Pine Bend Estates, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:



Depiction of Easement Area  
(Part of Exhibit B)

**RESTRICTIVE USE EASEMENT AGREEMENT**  
**FOR LOT 14, BLOCK 1, PINE BEND ESTATES,**  
**DAKOTA COUNTY, MINNESOTA**

**THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 14, BLOCK 1, PINE BEND ESTATES** (Easement Agreement) is made this 14<sup>th</sup> day of September, 2020, by and between Alliant Ventures III, LLC, a Minnesota limited liability company (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

**WHEREAS**, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

**WHEREAS**, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

**WHEREAS**, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

**NOW, THEREFORE**, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
  - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
  - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
  - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
  - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
  - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

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

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

13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

**IN WITNESS WHEREOF**, the parties have caused this Restrictive Use Easement Agreement for Lot 14, Block 1, Pine Bend Estates to be executed as of the day and year aforesaid by its duly authorized representatives.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA    )  
                                          )       ss.  
COUNTY OF DAKOTA    )

On this 14<sup>th</sup> day of September, 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:**  
**ALLIANT VENTURES III, LLC**

By: \_\_\_\_\_  
Thomas J. Sloan  
Its: Sole Member

By: \_\_\_\_\_  
Daryl M. Gemar  
Its: Chief Manager / President

STATE OF MINNESOTA     )  
                                          )     ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Thomas J. Sloan and Daryl M. Gemar, to me personally known, who being by me duly sworn, did say that Thomas J. Sloan is the sole member of Alliant Ventures III, LLC, a Minnesota limited liability company, and that Daryl M. Gemar is the Chief Manager / President of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the sole member and Chief Manager / President of Alliant Ventures III, LLC.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING PLEASE  
RETURN TO:**

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



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 14, Block 1, Pine Bend Estates, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

**EXHIBIT B**  
**RESTRICTED EASEMENT AREA**

A restricted use easement lying over, under and across all that part of Lot 14, Block 1, Pine Bend Estates, according to the recorded plat thereof, Dakota County, Minnesota, lying southwesterly of the following described line:

**AND**

A restricted use easement lying over, under and across all that part of Lot 14, Block 1, Pine Bend Estates, according to the recorded plat thereof, Dakota County, Minnesota, lying southerly of the following described line:

Depiction of Easement Area  
(Part of Exhibit B)

**RESTRICTIVE USE EASEMENT AGREEMENT**  
**FOR OUTLOT C, PINE BEND ESTATES,**  
**DAKOTA COUNTY, MINNESOTA**

**THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR OUTLOT C, PINE BEND ESTATES** (Easement Agreement) is made this 14<sup>th</sup> day of September, 2020, by and between Alliant Ventures III, LLC, a Minnesota limited liability company (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

**WHEREAS**, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

**WHEREAS**, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

**WHEREAS**, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

**NOW, THEREFORE**, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
  - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
  - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
  - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
  - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
  - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

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

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

13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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



**IN WITNESS WHEREOF**, the parties have caused this Restrictive Use Easement Agreement for Outlot C, Pine Bend Estates to be executed as of the day and year aforesaid by its duly authorized representatives.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA    )  
                                          )       ss.  
COUNTY OF DAKOTA    )

On this 14<sup>th</sup> day of September, 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:**  
**ALLIANT VENTURES III, LLC**

By: \_\_\_\_\_  
Thomas J. Sloan  
Its: Sole Member

By: \_\_\_\_\_  
Daryl M. Gemar  
Its: Chief Manager / President

STATE OF MINNESOTA     )  
                                                      )  
COUNTY OF \_\_\_\_\_)     ss.

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Thomas J. Sloan and Daryl M. Gemar, to me personally known, who being by me duly sworn, did say that Thomas J. Sloan is the sole member of Alliant Ventures III, LLC, a Minnesota limited liability company, and that Daryl M. Gemar is the Chief Manager / President of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the sole member and Chief Manager / President of Alliant Ventures III, LLC.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING PLEASE  
RETURN TO:**

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Outlot C, Pine Bend Estates, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

**EXHIBIT B**  
**RESTRICTED EASEMENT AREA**

A restricted use easement lying over, under and across all that part of Outlot C, Pine Bend Estates, according to the recorded plat thereof, Dakota County, Minnesota, lying easterly of the following described line:

Depiction of Easement Area  
(Part of Exhibit B)

**STORM WATER FACILITIES MAINTENANCE AGREEMENT**  
**FOR LOT 7, BLOCK 1, PINE BEND ESTATES,**  
**DAKOTA COUNTY, MINNESOTA**

**THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 7, BLOCK 1, PINE BEND ESTATES** (Agreement) is made, entered into and effective this 14<sup>th</sup> day of September, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Alliant Ventures III, LLC, a Minnesota limited liability company (hereafter referred to as “Landowner 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     Landowner.** “Landowner” means Alliant Ventures III, LLC, a Minnesota limited liability company, and its successors and assigns.

**1.4     Responsible Owner.** “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of Lot 7, Block 1, Pine Bend Estates, and the successors and assigns of such fee title owner.

**1.5 Storm Water Facilities.** “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Subject Property:

The drain tile system on Lot 7, Block 1, Pine Bend Estates that drains storm water to the raingarden on Outlot B, Pine Bend Estates that is identified as Raingarden RGW and related storm water appurtenances lying within the Subject Property.

**1.6 Storm Water Facility Plan.** “Storm Water Facility Plan” means collectively the Grading Plan (2.1 of 19), Erosion Control Plan (2.2 of 19), Sanitary & Watermain Site Plan (3.1 of 19) and Storm Sewer (4.1 of 19) prepared by Pioneer Engineering dated August \_\_, 2020 and approved by the City on August \_\_, 2020. The Storm Water Facility Plan is on file with the City. The Storm Water Facility Plan also means and includes the Operations and Maintenance Plan attached hereto as **Exhibit B**.

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

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

## **ARTICLE 2** **RECITALS**

**Recital No. 1.** Landowner owns Lot 7, Block 1, Pine Bend Estates, Dakota County, Minnesota. Landowner is currently the Responsible Owner. Landowner intends to sell the Subject Property in the future and by doing so will transfer its obligations under this Agreement to a new Responsible Owner. This Agreement shall run with the Subject Property.

**Recital No. 2.** Landowner has requested that the City approve development plans in connection with the development of the plat of Pine Bend Estates.

**Recital No. 3.** The Storm Water Facilities are located on Lot 7, Block 1, Pine Bend Estates.

**Recital No. 4.** The City is willing to approve the development plans in connection with the plat of Pine Bend Estates if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

**Recital No. 5.** By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.

- 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 Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Subject Property to access the Storm Water Facilities, when needed.

### **ARTICLE 3**

### **RESPONSIBILITY FOR MAINTENANCE**

**3.1 Construction of Storm Water Facilities.** Prior to December 31, 2021 or prior to issuance of a certificate of occupancy for the Subject Property, whichever occurs first, Landowner shall construct and install the Storm Water Facilities on the Subject Property in accordance with the Storm Water Facility Plan at its sole expense at a location and in a configuration as approved by the City.

**3.2 Maintenance of Storm Water Facilities.** The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. 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 Storm Water Facilities on the Subject Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Subject Property.

**3.3 Standard of Maintenance.** The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District.
- c. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems that the City maintains, as those standards are from time to time amended.



- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- e. The Standard of Maintenance shall include but not be limited to each of the following:
  - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
  - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Subject Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
  - iii.) The final Operations & Maintenance Plan shall contain the following information:
    - a. Detailed inspection requirements;
    - b. Inspection and maintenance schedules;
    - c. Contact information for the Responsible Party;
    - d. As built plans of the Storm Water Facilities;
    - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
    - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
    - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS

readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

**3.4 Notice of Non-Compliance with Section 3.2; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his or her reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, 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 a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, 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 the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

**3.5 Payment of Costs Incurred by City.** If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible 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, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

**3.6 Certification of Costs Payable With Taxes; Special Assessments.** If payment is not made under Section 3.5 by the Responsible Owner with respect to the Subject Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Property 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 Subject Property.

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 Subject Property 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 the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. 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 maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Subject Property.

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

**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 Storm Water Facilities; and
- d.) construction of the Storm Water 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 Approval of Development Plans.** The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the conditions required by the City are met, the City will approve the Development Plans for the plat of Pine Bend Estates identified in the Development Contract between the City and Landowner.

#### **ARTICLE 5** **MISCELLANEOUS**

**5.1 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Subject Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

**5.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**5.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**5.5 Consent.** Responsible 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 Landowner:**

Alliant Ventures III, LLC  
4655 Nicols Road #106  
Eagan, MN 55122

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** Landowner 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 14<sup>th</sup> day of September, 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:**  
**ALLIANT VENTURES III, LLC**

By: \_\_\_\_\_  
Thomas J. Sloan  
Its: Sole Member

By: \_\_\_\_\_  
Daryl M. Gemar  
Its: Chief Manager / President

STATE OF MINNESOTA     )  
                                          )     ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Thomas J. Sloan and Daryl M. Gemar, to me personally known, who being by me duly sworn, did say that Thomas J. Sloan is the sole member of Alliant Ventures III, LLC, a Minnesota limited liability company, and that Daryl M. Gemar is the Chief Manager / President of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the sole member and Chief Manager / President of Alliant Ventures III, LLC.

\_\_\_\_\_  
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 SUBJECT PROPERTY**

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

Lot 7, Block 1, Pine Bend Estates, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.



**EXHIBIT B**  
**OPERATIONS & MAINTENANCE PLAN**

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure a health and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10<sup>th</sup>. An Annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

| Maintenance Activity                                                             | Frequency                                                   | Procedure                                                                                                                      | Maintenance Done By    |
|----------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1. Sediment, trash and debris removal from inlet, outlets, pipes and structures. | Annually in spring and fall as needed.                      | Remove trash and/or debris. Pruning and weeding, mow filter strip.                                                             | As shown on SWMFA List |
| 2. Sediment, trash and debris removal from bio-filtration basin and swale.       | Annually in spring and fall as needed.                      | Remove sediment and restore bio-filtration basin and swale to capacity.                                                        | As shown on SWMFA List |
| 3. Erosion repair and vegetation replacement.                                    | Annually in spring and fall as needed.                      | Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation. | As shown on SWMFA List |
| 4. Mulch replacement.                                                            | Every 2 to 3 years or as needed to maintain 3" to 4" depth. | If applicable, add shredded hardwood mulch.                                                                                    | As shown on SWMFA List |
| 5. Watering.                                                                     | As needed.                                                  | Provide 1 inch of water when plants show signs of stress.                                                                      | As shown on SWMFA List |
| 6. Vegetation replacement and weeding.                                           | Annually in spring and fall.                                | Replace dead vegetation and remove evasive or unwanted plants.                                                                 | As shown on SWMFA List |
| 7. Clean/fix structural components.                                              | As needed per inspection.                                   | Dependent on the type of damage; repair components per manufacturer's recommendations.                                         | As shown on SWMFA List |
| 8. Replacement of the bio-retention device.                                      | Bio-retention device failure.                               | The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.               | As shown on SWMFA List |

**EXHIBIT C**  
**ANNUAL INSPECTION FORM**

**CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM**

| INLET / OUTLET           |              |                    |                           |              |      |
|--------------------------|--------------|--------------------|---------------------------|--------------|------|
| STRUCTURE ID             |              | INSPECTION DATE    |                           | INSPECTOR(S) |      |
| LOCATION                 |              |                    |                           |              |      |
| <b>EASEMENT</b>          |              |                    |                           |              |      |
| ACCESSIBLE               | Y            | N                  |                           |              |      |
| STRUCTURES IN ESMT.      | Y            | N                  | DESCRIPTION               |              |      |
| TREES IN ESMT.           | Y            | N                  | LARGEST DIAMETER (INCHES) |              |      |
| <b>STRUCTURE</b>         | FES          | PIPE               | CB                        | OTHER        |      |
| ATTRIBUTES               | TRASH GUARD  | WEIR               | SURGE BASIN               | OTHER        | NONE |
| CONDITION*               | OK           | MINOR MAINTENANCE  | MAJOR MAINTENANCE         | INACCESSIBLE |      |
| END SECTION EROSION      | Y            | N                  |                           |              |      |
| FLOW CONDITION           | FLOW PRESENT | NO FLOW            | SUBMERGED                 |              |      |
| COMMENTS                 |              |                    |                           |              |      |
| <b>VEGETATION/DEBRIS</b> | WEEDS, ETC.  | BRUSH, TREES, ETC. | GARBAGE/DEBRIS            | NONE         |      |
| RESTRICTING FLOW         | Y            | N                  |                           |              |      |
| COMMENTS                 |              |                    |                           |              |      |
| <b>SEDIMENT</b>          |              |                    |                           |              |      |
| CONDITION**              | NONE         | MINOR MAINTENANCE  | MAJOR MAINTENANCE         |              |      |
| COMMENTS                 |              |                    |                           |              |      |
| <b>RIP RAP</b>           |              |                    |                           |              |      |
| PRESENT                  | Y            | N                  |                           |              |      |
| CONDITION***             | OK           | MINOR MAINTENANCE  | MAJOR MAINTENANCE         |              |      |
| COMMENTS                 |              |                    |                           |              |      |
| <b>ILLICIT DISCHARGE</b> | Y            | N                  |                           |              |      |
| COMMENTS                 |              |                    |                           |              |      |

|                               |  |       |  |
|-------------------------------|--|-------|--|
| <b>MAINTENANCE PERFORMED:</b> |  |       |  |
| SIGNED:                       |  | DATE: |  |

\* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe  
 \*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed  
 \*\*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

**STORM WATER FACILITIES MAINTENANCE AGREEMENT**  
**FOR LOT 8, BLOCK 1, PINE BEND ESTATES,**  
**DAKOTA COUNTY, MINNESOTA**

**THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 8, BLOCK 1, PINE BEND ESTATES** (Agreement) is made, entered into and effective this 14<sup>th</sup> day of September, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Alliant Ventures III, LLC, a Minnesota limited liability company (hereafter referred to as “Landowner 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     Landowner.** “Landowner” means Alliant Ventures III, LLC, a Minnesota limited liability company, and its successors and assigns.

**1.4     Responsible Owner.** “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of Lot 8, Block 1, Pine Bend Estates, and the successors and assigns of such fee title owner.

**1.5 Storm Water Facilities.** “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Subject Property:

The drain tile system on Lot 8, Block 1, Pine Bend Estates that drains storm water to the raingarden on Outlot B, Pine Bend Estates that is identified as Raingarden RGC and related storm water appurtenances lying within the Subject Property.

**1.6 Storm Water Facility Plan.** “Storm Water Facility Plan” means collectively the Grading Plan (2.1 of 19), Erosion Control Plan (2.2 of 19), Sanitary & Watermain Site Plan (3.1 of 19) and Storm Sewer (4.1 of 19) prepared by Pioneer Engineering dated August \_\_, 2020 and approved by the City on August \_\_, 2020. The Storm Water Facility Plan is on file with the City. The Storm Water Facility Plan also means and includes the Operations and Maintenance Plan attached hereto as **Exhibit B**.

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

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

## **ARTICLE 2** **RECITALS**

**Recital No. 1.** Landowner owns Lot 8, Block 1, Pine Bend Estates, Dakota County, Minnesota. Landowner is currently the Responsible Owner. Landowner intends to sell the Subject Property in the future and by doing so will transfer its obligations under this Agreement to a new Responsible Owner. This Agreement shall run with the Subject Property.

**Recital No. 2.** Landowner has requested that the City approve development plans in connection with the development of the plat of Pine Bend Estates.

**Recital No. 3.** The Storm Water Facilities are located on Lot 8, Block 1, Pine Bend Estates.

**Recital No. 4.** The City is willing to approve the development plans in connection with the plat of Pine Bend Estates if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

**Recital No. 5.** By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.

- 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 Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Subject Property to access the Storm Water Facilities, when needed.

### **ARTICLE 3**

### **RESPONSIBILITY FOR MAINTENANCE**

**3.1 Construction of Storm Water Facilities.** Prior to December 31, 2021 or prior to issuance of a certificate of occupancy for the Subject Property, whichever occurs first, Landowner shall construct and install the Storm Water Facilities on the Subject Property in accordance with the Storm Water Facility Plan at its sole expense at a location and in a configuration as approved by the City.

**3.2 Maintenance of Storm Water Facilities.** The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. 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 Storm Water Facilities on the Subject Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Subject Property.

**3.3 Standard of Maintenance.** The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District.
- c. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems that the City maintains, as those standards are from time to time amended.

- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- e. The Standard of Maintenance shall include but not be limited to each of the following:
  - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
  - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Subject Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
  - iii.) The final Operations & Maintenance Plan shall contain the following information:
    - a. Detailed inspection requirements;
    - b. Inspection and maintenance schedules;
    - c. Contact information for the Responsible Party;
    - d. As built plans of the Storm Water Facilities;
    - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
    - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
    - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS

readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

**3.4 Notice of Non-Compliance with Section 3.2; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his or her reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, 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 a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, 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 the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

**3.5 Payment of Costs Incurred by City.** If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible 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, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

**3.6 Certification of Costs Payable With Taxes; Special Assessments.** If payment is not made under Section 3.5 by the Responsible Owner with respect to the Subject Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Property 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 Subject Property.

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 Subject Property 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 the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. 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 maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Subject Property.

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

**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 Storm Water Facilities; and
- d.) construction of the Storm Water 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 Approval of Development Plans.** The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the conditions required by the City are met, the City will approve the Development Plans for the plat of Pine Bend Estates identified in the Development Contract between the City and Landowner.

#### **ARTICLE 5** **MISCELLANEOUS**

**5.1 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Subject Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

**5.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**5.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**5.5 Consent.** Responsible 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 Landowner:**

Alliant Ventures III, LLC  
4655 Nicols Road #106  
Eagan, MN 55122

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** Landowner 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 14<sup>th</sup> day of September, 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:**  
**ALLIANT VENTURES III, LLC**

By: \_\_\_\_\_  
Thomas J. Sloan  
Its: Sole Member

By: \_\_\_\_\_  
Daryl M. Gemar  
Its: Chief Manager / President

STATE OF MINNESOTA     )  
                                          )  
COUNTY OF \_\_\_\_\_)     ss.

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Thomas J. Sloan and Daryl M. Gemar, to me personally known, who being by me duly sworn, did say that Thomas J. Sloan is the sole member of Alliant Ventures III, LLC, a Minnesota limited liability company, and that Daryl M. Gemar is the Chief Manager / President of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the sole member and Chief Manager / President of Alliant Ventures III, LLC.

\_\_\_\_\_  
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

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Lot 8, Block 1, Pine Bend Estates, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

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| 2. Sediment, trash and debris removal from bio-filtration basin and swale.       | Annually in spring and fall as needed.                      | Remove sediment and restore bio-filtration basin and swale to capacity.                                                        | As shown on SWMFA List |
| 3. Erosion repair and vegetation replacement.                                    | Annually in spring and fall as needed.                      | Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation. | As shown on SWMFA List |
| 4. Mulch replacement.                                                            | Every 2 to 3 years or as needed to maintain 3” to 4” depth. | If applicable, add shredded hardwood mulch.                                                                                    | As shown on SWMFA List |
| 5. Watering.                                                                     | As needed.                                                  | Provide 1 inch of water when plants show signs of stress.                                                                      | As shown on SWMFA List |
| 6. Vegetation replacement and weeding.                                           | Annually in spring and fall.                                | Replace dead vegetation and remove evasive or unwanted plants.                                                                 | As shown on SWMFA List |
| 7. Clean/fix structural components.                                              | As needed per inspection.                                   | Dependent on the type of damage; repair components per manufacturer’s recommendations.                                         | As shown on SWMFA List |
| 8. Replacement of the bio-retention device.                                      | Bio-retention device failure.                               | The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.               | As shown on SWMFA List |

**EXHIBIT C**  
**ANNUAL INSPECTION FORM**

**CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM**

| INLET / OUTLET           |              |                    |                           |              |      |
|--------------------------|--------------|--------------------|---------------------------|--------------|------|
| STRUCTURE ID             |              | INSPECTION DATE    |                           | INSPECTOR(S) |      |
| LOCATION                 |              |                    |                           |              |      |
| <b>EASEMENT</b>          |              |                    |                           |              |      |
| ACCESSIBLE               | Y            | N                  |                           |              |      |
| STRUCTURES IN ESMT.      | Y            | N                  | DESCRIPTION               |              |      |
| TREES IN ESMT.           | Y            | N                  | LARGEST DIAMETER (INCHES) |              |      |
| <b>STRUCTURE</b>         | FES          | PIPE               | CB                        | OTHER        |      |
| ATTRIBUTES               | TRASH GUARD  | WEIR               | SURGE BASIN               | OTHER        | NONE |
| CONDITION*               | OK           | MINOR MAINTENANCE  | MAJOR MAINTENANCE         | INACCESSIBLE |      |
| END SECTION EROSION      | Y            | N                  |                           |              |      |
| FLOW CONDITION           | FLOW PRESENT | NO FLOW            | SUBMERGED                 |              |      |
| COMMENTS                 |              |                    |                           |              |      |
| <b>VEGETATION/DEBRIS</b> | WEEDS, ETC.  | BRUSH, TREES, ETC. | GARBAGE/DEBRIS            | NONE         |      |
| RESTRICTING FLOW         | Y            | N                  |                           |              |      |
| COMMENTS                 |              |                    |                           |              |      |
| <b>SEDIMENT</b>          |              |                    |                           |              |      |
| CONDITION**              | NONE         | MINOR MAINTENANCE  | MAJOR MAINTENANCE         |              |      |
| COMMENTS                 |              |                    |                           |              |      |
| <b>RIP RAP</b>           |              |                    |                           |              |      |
| PRESENT                  | Y            | N                  |                           |              |      |
| CONDITION***             | OK           | MINOR MAINTENANCE  | MAJOR MAINTENANCE         |              |      |
| COMMENTS                 |              |                    |                           |              |      |
| <b>ILLICIT DISCHARGE</b> | Y            | N                  |                           |              |      |
| COMMENTS                 |              |                    |                           |              |      |

|                               |  |       |  |
|-------------------------------|--|-------|--|
| <b>MAINTENANCE PERFORMED:</b> |  |       |  |
| SIGNED:                       |  | DATE: |  |

- \* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe  
 \*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed  
 \*\*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

**STORM WATER FACILITIES MAINTENANCE AGREEMENT**  
**FOR OUTLOTS A, B AND C, PINE BEND ESTATES**  
**CITY OF INVER GROVE HEIGHTS**  
**DAKOTA COUNTY, MINNESOTA**

**THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR OUTLOTS A, B AND C, PINE BEND ESTATES** (Agreement) is made, entered into and effective this 14<sup>th</sup> day of September, 2020, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Alliant Ventures III, LLC, a Minnesota limited liability company (hereafter referred to as “Landowner”) and Pine Bend Estates Homeowners Association, a Minnesota non-profit corporation (hereafter referred to as “Association”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

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

**1.3    Landowner.** Landowner means Alliant Ventures III, LLC, a Minnesota limited liability company, and its successors and assigns.

**1.4    Association.** Association means Pine Bend Estates Homeowners Association, a Minnesota non-profit corporation and its successors and assigns.

**1.5    Storm Water Facilities.** Storm Water Facilities means and includes the following existing and future Storm Water Facilities located within the plat of Pine Bend Estates:



The Storm Water Facilities in Outlot A, Pine Bend Estates are the storm water pond, the infiltration basin and appurtenances such as the storm water pipes, drain tiles, storm water manholes, outlet and inlet, overflow control structure, native vegetation and other basin vegetation and any future Storm Water Facilities (including ponding and storm water capacity) constructed or contained in Outlot A, Pine Bend Estates to accommodate the storm water flow from Outlot D, Pine Bend Estates.

The Storm Water Facilities in Outlot B, Pine Bend Estates are the following three (3) raingardens:

- Raingarden RGW (adjacent to Lots 6 and 7, Block 1, Pine Bend Estates). The Storm Water Facilities relating to RGW are the raingarden and appurtenances including drain tiles, apron, manholes and pipes that carry water to regional basin IGT-E-9 and the native vegetation and other vegetation.
- Raingarden RGC (adjacent to Lots 8 and 9, Block 1, Pine Bend Estates). The Storm Water Facilities relating to RGC are the raingarden and appurtenances including drain tiles, apron, manholes and pipes that carry water to regional basin IGT-E-9 and the native vegetation and other vegetation.
- Raingarden RGE (located in Outlot B, Pine Bend Estates and located in Inver Grove Trail adjacent to Lots 10, 11 and 12, Block 1, Pine Bend Estates). The Storm Water Facilities relating to RGE are the raingarden and appurtenances including drain tiles, apron, manholes and pipes that carry water to regional basin IGT-E-9 and the native vegetation and other vegetation.

The Storm Water Facilities in Outlot C, Pine Bend Estates are the storm water pond, wetland mitigation, storm water pipes, storm water manholes and appurtenances that convey stormwater to Outlot A, the overflow basin, regional basin IGT-E-10, the inlet, the emergency overflow berm, native vegetation and other vegetation.

**1.6 Responsible Party.** Responsible Party means the following:

- a. Until Outlots A and C, Pine Bend Estates are conveyed to the Association, the Responsible Party with respect to Outlots A and C, Pine Bend Estates is Landowner and its successors and assigns.
- b. Upon the conveyance of Outlots A and C, Pine Bend Estates from Landowner to the Association, the Responsible Party with respect to Outlots A and C, Pine Bend Estates will be the Association and its successors and assigns.
- c. The Responsible Party with respect to the Storm Water Facilities located on Outlot B, Pine Bend Estates will be the Association and its successors and assigns.

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

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

**1.11 Storm Water Facility Plan.** “Storm Water Facility Plan” means collectively the Grading Plan (2.1 of 19), Erosion Control Plan (2.2 of 19), Sanitary & Watermain Site Plan (3.1 of 19) and Storm Sewer (4.1 of 19) prepared by Pioneer Engineering dated August \_\_, 2020 and approved by the City on August \_\_, 2020. The Storm Water Facility Plan is on file with the City. The Storm Water Facility Plan also means and includes the Operations and Maintenance Plan attached hereto as **Exhibit B**, and any amendments relating thereto approved by the City.

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

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

**1.13 Development Contract.** “Development Contract” means that certain contract between Landowner and City dated September 14, 2020.

## **ARTICLE 2** **RECITALS**

**Recital No. 1.** Landowner owns Outlots A and C, Pine Bend Estates. Landowner is conveying Outlots A and C, Pine Bend Estates to the Association. Landowner is conveying Outlot B, Pine Bend Estates to the City. Landowner currently owns the Residential Lots.

**Recital No. 2.** Although the City will own Outlot B, Pine Bend Estates, the Association will be obligated to maintain the Storm Water Facilities located in Outlot B that are defined in Section 1.5 of this Agreement.

**Recital No. 3.** The Storm Water Facilities benefit and will serve the Residential Lots.

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

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

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

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

Facilities in the event the Responsible Party fails to perform its obligations to maintain the Storm Water Facilities.

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

### **ARTICLE 3** **RESPONSIBILITY FOR MAINTENANCE**

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

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

**3.3 Maintenance of DNR Pond 19-282W (Regional Basin IGT-E-9) on Outlot B, Pine Bend Estates.** Landowner is conveying Outlot B, Pine Bend Estate to the City. Responsible Party is obligated to maintain the Storm Water Facilities located on Outlot B, Pine Bend Estates as defined and identified in Section 1.5 of this Agreement.

The City will maintain the DNR pond and wetland identified as DNR pond identification number 19-282W (also known as regional basin IGT-E-9) located on Outlot B, Pine Bend Estates. Landowner is not obligated to maintain the DNR pond and wetland identified as DNR pond identification number 19-282W (also known as regional basin IGT-E-9) located on Outlot B, Pine Bend Estates.

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

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

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the NWA

**Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;

- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the plat of Pine Bend Estates is located.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:
  - i. The Responsible Party shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
  - ii. Responsible Party must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for Storm Water Facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Party must operate and maintain Long Term Best Management Practices for the Storm Water Facilities attached hereto as **Exhibit B**. The Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Party and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
  - iii. The Standard of Maintenance shall comply with the Residential Bioretention Basin (STM-15) dated January 2017 and the Bioretention Basin Installation Notes (STM-19) dated March 2015, both attached hereto as **Exhibit D**.
  - iv. The Operations & Maintenance Plan shall contain the following information:
    - a. Detailed inspection requirements;
    - b. Inspection and maintenance schedules;
    - c. Contact information for the Responsible Party;
    - d. As built plans of the Storm Water Facilities;
    - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;

- f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

**3.5 Notice of Non-Compliance with Section 3.2 and 3.4; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Party has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Party of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Party will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Party to cure the default, in which case the Responsible Party shall be given a reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Party has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Party to comply with the Standard of Maintenance, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Party without giving any notice to the Responsible Party Maintenance. If the City performs emergency service work, the Responsible Party and the City shall follow those procedures set forth in Sections 3.6 and 3.7 with respect to the billing, collection and/or tax certification of such costs.

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

all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Party.

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

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

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

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

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

Landowner and Association hereby grant to the City a right and license to access and enter Outlot A and C, Pine Bend Estates for the purpose of performing maintenance of the Storm Water Facilities, if necessary, for the duration of the performance of the maintenance.

Landowner and Association hereby grant to the City a right and license to access and enter Outlot A and C, Pine Bend Estates for the purpose of performing maintenance of the the DNR pond and wetland identified as DNR pond identification number 19-282W (also known as

regional basin IGT-E-9) located on Outlot B, Pine Bend Estates, if necessary, for the duration of the performance of the maintenance.

The City hereby grants to the Landowner and Association a right and license to access and enter Outlot B, Pine Bend Estates for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

**3.9 Indemnification of City.** Responsible Party shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) failure by the Responsible Party to observe or perform any covenant, conditions, obligation or agreement on its part to be observed or performed under this Agreement and failure to cure the same within any applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or material men;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Storm Water Facilities; and
- d.) any act or negligence of the Responsible Party, its agents, employees or contractors in connection with construction of the Storm Water Facilities.

**3.10 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

#### **ARTICLE 4** **CITY'S COVENANTS**

**4.1 Approval of Development Plans.** The City agrees that if Landowner and Association execute this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract between Landowner and City are met, the City will approve the Development Plans as defined in the Development Contract for the plat of Pine Bend Estates.

#### **ARTICLE 5** **MISCELLANEOUS**

**5.1 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Residential Lots and Outlots A, B and C, Pine Bend Estates, Dakota County, Minnesota and shall be binding upon the parties and the successors and assigns of the parties to this Agreement. This Agreement shall also be binding on and apply to any title, right and interest of Landowner in the Residential Lots and Outlots A, B and C, Pine Bend Estates, Dakota County, Minnesota acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

**5.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**5.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**5.5 Consent.** Landowner, City and Association consent to the recording of this Agreement.

**5.6 Notice.** Notice shall 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:

|                           |                                                                                                                      |
|---------------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>If to City:</b>        | City of Inver Grove Heights<br>Attention: City Administrator<br>8150 Barbara Avenue<br>Inver Grove Heights, MN 55077 |
| <b>If to Landowner:</b>   | Alliant Ventures III, LLC<br>4655 Nicols Road #106<br>Eagan, MN 55122                                                |
| <b>If to Association:</b> | Pine Bend Estates Homeowners Association<br>Attention: _____<br>4655 Nicols Road #106<br>Eagan, MN 55122             |



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.

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**IN WITNESS WHEREOF** Landowner, Association and City have entered into this Storm Water Facilities Maintenance Agreement on the day and year first stated above.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA    )  
                                          )       ss.  
COUNTY OF DAKOTA    )

On this 14<sup>th</sup> day of September, 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:**  
**ALLIANT VENTURES III, LLC**

By: \_\_\_\_\_  
Thomas J. Sloan  
Its: Sole Member

By: \_\_\_\_\_  
Daryl M. Gemar  
Its: Chief Manager / President

STATE OF MINNESOTA     )  
                                          )     ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Thomas J. Sloan and Daryl M. Gemar, to me personally known, who being by me duly sworn, did say that Thomas J. Sloan is the sole member of Alliant Ventures III, LLC, a Minnesota limited liability company, and that Daryl M. Gemar is the Chief Manager / President of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the sole member and Chief Manager / President of Alliant Ventures III, LLC.

\_\_\_\_\_  
Notary Public

**ASSOCIATION:  
PINE BEND ESTATES HOMEOWNERS ASSOCIATION**

By: \_\_\_\_\_

Its President

STATE OF MINNESOTA    )  
                                          )  
COUNTY OF \_\_\_\_\_)       ss.

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he/she is the President of Pine Bend Estates Homeowners Association, a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Pine Bend Estates Homeowners Association by authority of the Board of Directors of said non-profit corporation.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING PLEASE  
RETURN TO:**

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF RESIDENTIAL LOTS**

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

Lots 1 through 14, Block 1, Pine Bend Estates, Dakota County, Minnesota

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

## **EXHIBIT B**

### **OPERATIONS & MAINTENANCE PLAN**

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure a health and functioning Storm Water Facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An Annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1-MAINTENANCEACTIVITIES

| Maintenance Activity                                                             | Frequency                                                   | Procedure                                                                                                                      | Maintenance Done By    |
|----------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1. Sediment, trash and debris removal from inlet, outlets, pipes and structures. | Annually in spring and fall as needed.                      | Remove trash and/or debris. Pruning and weeding, mow filter strip.                                                             | As shown on SWMFA List |
| 2. Sediment, trash and debris removal from bio-filtration basin and swale.       | Annually in spring and fall as needed.                      | Remove sediment and restore bio-filtration basin and swale to capacity.                                                        | As shown on SWMFA List |
| 3. Erosion repair and vegetation replacement.                                    | Annually in spring and fall as needed.                      | Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation. | As shown on SWMFA List |
| 4. Mulch replacement.                                                            | Every 2 to 3 years or as needed to maintain 3" to 4" depth. | If applicable, add shredded hardwood mulch.                                                                                    | As shown on SWMFA List |
| 5. Watering.                                                                     | As needed.                                                  | Provide 1 inch of water when plants show signs of stress.                                                                      | As shown on SWMFA List |
| 6. Vegetation replacement and weeding.                                           | Annually in spring and fall.                                | Replace dead vegetation and remove evasive or unwanted plants.                                                                 | As shown on SWMFA List |
| 7. Clean/fix structural components.                                              | As needed per inspection.                                   | Dependent on the type of damage; repair components per manufacturer's recommendations.                                         | As shown on SWMFA List |
| 8. Replacement of the bio-retention device.                                      | Bio-retention device failure.                               | The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.               | As shown on SWMFA List |

|                                                                                          |          |                                                                                                                                                        |                        |
|------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 9. Emergency<br>overflow system<br>Regional Basin EA<br>011 to Regional Basin<br>EP 025C | Annually | Remove trash and/or<br>debris from swales and<br>pipe inlets and outlets.<br>Repair Erosion. Notify<br>City if repairs needed<br>to storm sewer system | As shown on SWMFA List |
|------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|

## EXHIBIT C

### ANNUAL INSPECTION FORM

| CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM |              |                       |                           |                   |
|------------------------------------------------------|--------------|-----------------------|---------------------------|-------------------|
| STRUCTURE ID:                                        |              | INSPECTION DATE/TIME: |                           | INSPECTOR(S):     |
| LOCATION:                                            |              |                       | POND ID:                  |                   |
| <b>EASEMENT</b>                                      |              |                       |                           |                   |
| ACCESSIBLE                                           | Y            | N                     |                           |                   |
| STRUCTURES IN ESMT.                                  | Y            | N                     | DESCRIPTION               |                   |
| TREES IN ESMT.                                       | Y            | N                     | LARGEST DIAMETER (INCHES) |                   |
| <b>STRUCTURE</b>                                     | FES          | PIPE                  | CB                        | SPCD              |
| ATTRIBUTES                                           | TRASH GUARD  |                       | WEIR                      | SURGE BASIN       |
| CONDITION*                                           | ACCEPTABLE   |                       | MINOR MAINTENANCE         | MAJOR MAINTENANCE |
| END SECTION EROSION                                  | Y            | N                     |                           |                   |
| FLOW CONDITION                                       | FLOW PRESENT |                       | NO FLOW                   | SUBMERGED         |
| COMMENTS                                             |              |                       |                           |                   |
| <b>VEGETATION/DEBRIS</b>                             |              |                       |                           |                   |
|                                                      | WEEDS, ETC.  |                       | BRUSH, TREES, ETC.        | GARBAGE/DEBRIS    |
| RESTRICTING FLOW                                     | Y            | N                     |                           |                   |
| COMMENTS                                             |              |                       |                           |                   |
| <b>SEDIMENT</b>                                      |              |                       |                           |                   |
| CONDITION**                                          | NONE         |                       | MINOR MAINTENANCE         | MAJOR MAINTENANCE |
| COMMENTS                                             |              |                       |                           |                   |
| <b>RIP RAP</b>                                       |              |                       |                           |                   |
|                                                      | PRESENT:     |                       | Y                         | N                 |
| CONDITION**                                          | OK           |                       | MINOR MAINTENANCE         | MAJOR MAINTENANCE |
| COMMENTS                                             |              |                       |                           |                   |
| <b>ILLICIT DISCHARGE</b>                             |              |                       |                           |                   |
| DATE OF LAST RAINFALL EVENT:                         |              |                       |                           |                   |
| ODOR                                                 | Y            | N                     | COMMENTS:                 |                   |
| COLOR                                                | Y            | N                     | COMMENTS:                 |                   |
| FLOATABLES IN DISCHARGES                             | Y            | N                     | COMMENTS:                 |                   |
| STAINS/DEPOSITS IN STRUCT.                           | Y            | N                     | COMMENTS:                 |                   |
| <b>MAINTENANCE PERFORMED:</b>                        |              |                       |                           |                   |
|                                                      |              |                       |                           |                   |
| SIGNED:                                              |              |                       |                           | DATE:             |
|                                                      |              |                       |                           |                   |

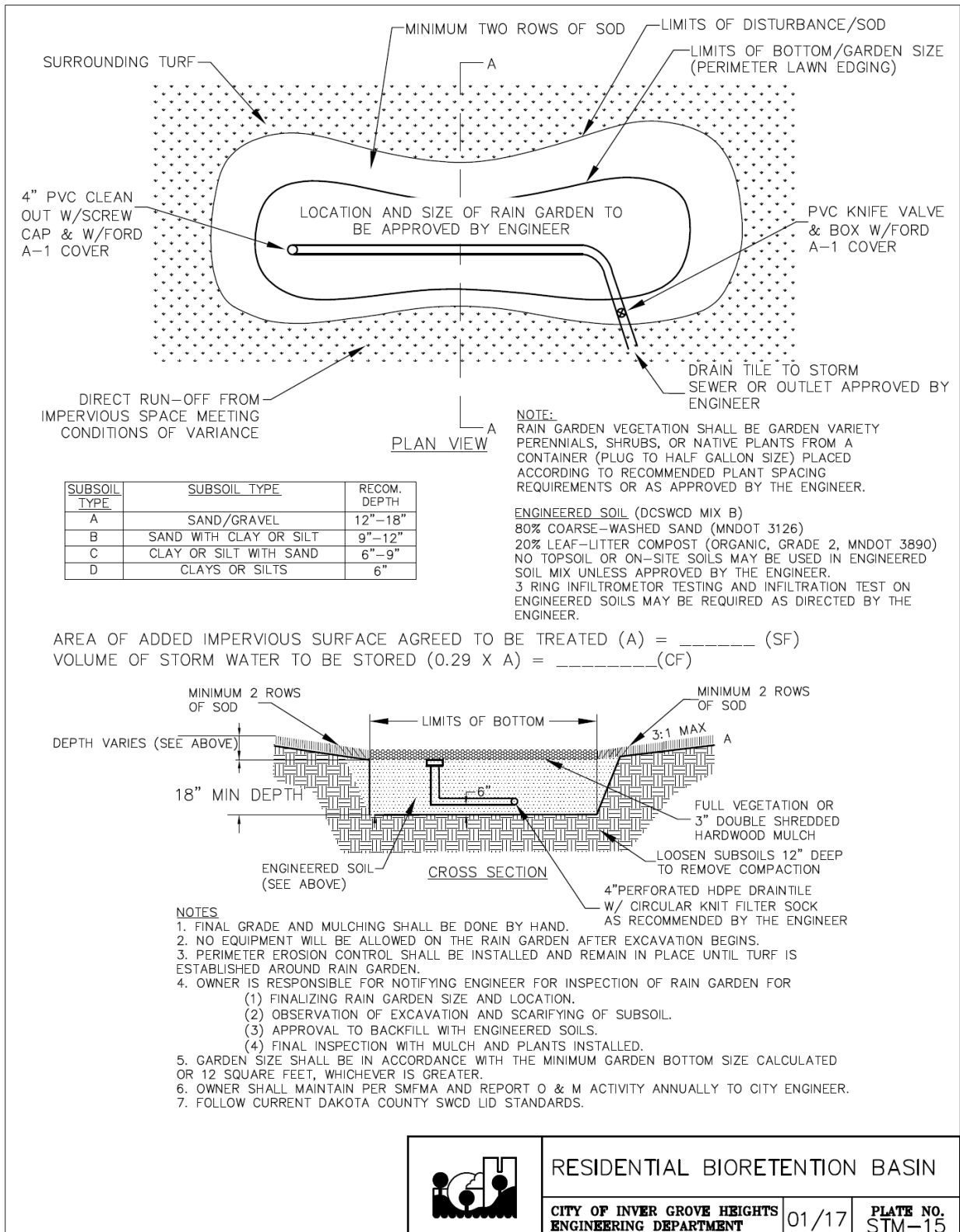
\* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

\*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed



## **EXHIBIT D**

### **RESIDENTIAL BIORETENTION BASIN (STM-15)**



## EXHIBIT D (CONTINUED)

### BIORETENTION BASIN INSTALLATION NOTES

#### **Bioretention Installation Notes**

- 1 ) All work must comply with Dakota County Low Impact Development Standards. (See [www.dakotaswcd.org](http://www.dakotaswcd.org))
- 2 ) The City of Inver Grove Heights Engineering Division is providing quality control and field verifications of the bioretention installations. Call the Engineering Division at (651) 450-2570 to schedule a preconstruction meeting prior to any disturbance in the bioretention area. City of Inver Grove Heights Engineering Division field verification is required prior to burying any work and/or installing any concrete, mulch and/or plant materials.
- 3 ) The bioretention areas must be staked off and marked to keep all construction traffic, equipment and material stockpiles out of the proposed bioretention areas.
- 4 ) Bioretention practices shall not be excavated until the contributing drainage areas with exposed soils have been fully stabilized and bituminous base course installed on contributing pavement areas. Divert upland drainage areas to prevent runoff from entering the excavated cell or into the work area. **DO NOT** use bioretention cells as temporary sediment basins or allow construction runoff into the cell.
- 5 ) Deliver sample materials onsite for city of Inver Grove Heights Engineering prior approval. Prior to beginning the installation, sufficient material quantities shall be onsite to complete the installation and stabilize exposed soil areas without delay.
- 6 ) Care must be taken to avoid contamination of engineered soils with sediment, in-situ or topsoil during and after installation. Materials must be segregated.
- 7 ) Installation with dry soil conditions is critical to prevent smearing and compaction. Schedule work for periods of dry weather. Do not work if soil conditions are wet. Excavation, soil placement and rapid stabilization of perimeter slopes with turf sod must be completed before the next precipitation event. Turf sod placed in flow paths shall be secured with at least 6 stakes per square yard. Place stakes along uphill seam edges to prevent undermining flows until sod roots establish.
- 8 ) Do not leave infiltration areas and/or perimeter slopes exposed overnight. Secure the site from risk of precipitation damages at the end of every work day. In the event of rain, take action to divert stormwater away from the work area and temporarily cover of all exposed soils with filter fabric or impermeable sheeting.
- 9 ) City of Inver Grove Heights Engineering Division field observation of excavation and soil placement is required. Notify the engineering division prior to digging. Use backhoe with tooth bucket for cell excavation to avoid compacting or smearing of soils. (Do not use skid steer for excavation within the cell) Use tooth bucket to scarify (rip) underlying soils 6" to 9" deep to remove compaction. Gently mix the first lift of engineered soils with the loosened underlying soils to avoid stratification and promote permeability. Use excavator bucket to place materials. Construction equipment shall not be allowed into the basin. Leveling and final grading within the cell must be completed by hand.
- 10 ) The side slopes of the bioretention cell shall be 3h:1v or flatter. Lawn edging shall be installed along the outside perimeter of the cell to physically defined the limits of the bioretention cell. Lawn edging shall be securely staked per manufacturers installation requirements or 5 ft O.C. whichever is greater.
- 11 ) Replacement Engineered Soil shall be Minnesota Stormwater Manual 4.1.2 Mix B: Enhanced Filtration Blend (Well blended mixture of 80% ASTM C-33 Coarse Washed Sand (MnDot 3126) and 20% MnDot 3890 Grade 2 Leaf Litter Compost. The material supplier shall provide documentation that the compost has been sampled and tested as required by the Seal of Testing Assurance (STA) Program of the United States Composting Council (USCC) and a gradation sieve analysis for the washed sand. **THE ENGINEERED SOIL SHALL NOT CONTAIN ANY TOPSOIL OR FILTER AGGREGATE WITH FINES.**
- 12 ) Perforated under-drains shall be slotted single wall HDPE with circular knit polymeric filament filter sock per ASTM D6707-01. MnDot 3733 Type sewn seam non-woven fabric shall **NOT** be used.
- 13 ) Notify the City of Inver Grove Heights Engineering Division prior to placing any mulch or installing any plantings. The engineering Division shall field check elevations, soil compaction and permeability. Note: Depending on conditions observed, compaction removal by hand may be needed prior to placing mulch and/or after plantings.
- 14 ) Install Temporary Blocks at Curb and Gutter Openings immediately following curb installation to protect cells from sediment and/or high flow damages. Do not allow water from pavement cleaning operations or runoff from exposed soils into the cell. The Engineering Division will remove the board and stakes after field observations determine the plantings are well established and the cell is ready to accept runoff.
- 15 ) Installed sod and plantings require a total of 1" of water per week and active weed management until well established. Watering costs are considered incidental to sod and planting installations.
- 16 ) Soil certification, delivery tickets, spec sheets and plant tags shall be provided to the City.



#### BIORETENTION BASIN INSTALLATION NOTES

CITY OF INVER GROVE HEIGHTS  
ENGINEERING DEPARTMENT

3/15

PLATE NO.  
STM-19

**RESIDENTIAL STREET LIGHT AGREEMENT FOR**  
**PLAT OF PINE BEND ESTATES**  
**DAKOTA COUNTY, MINNESOTA**

**THIS RESIDENTIAL STREET LIGHT AGREEMENT FOR PLAT OF PINE BEND ESTATES** (Agreement) is made this 14<sup>th</sup> day of September, 2020, by and between Alliant Ventures III, LLC, a Minnesota limited liability company, hereinafter referred to as “Landowner” and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City". Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

**ARTICLE 1**  
**TERMS**

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

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

**1.3     Landowner.** “Landowner” means Alliant Ventures III, LLC, a Minnesota limited liability company, the current fee title owner of the Residential Lots, and its successors and assigns.

**1.4     Residential Lots.** “Residential Lots” means the lots described on the attached **Exhibit A**. The Residential Lots are located in the City of Inver Grove Heights, Dakota County, Minnesota within the recorded plat of Pine Bend Estates.

**1.5     Residential Owners.** Residential Owners means the fee title owners of the Residential Lots.

**1.6 Street Lights.** Street Lights means all the existing or future street lights installed on the public right-of-way within the plat of Pine Bend Estates and within the re-plat of Outlot D, Pine Bend Estates.

## **ARTICLE 2** **RESIDENTIAL OWNER OBLIGATIONS**

**2.1 Street Light Plan Must Be Approved.** Landowner agrees that a Street Light Plan shall be approved by the Director of Public Works before the installation of any Street Lights. The current Street Light Plan shall show the design, type, size and location of all Street Lights to be located within and along the public right-of-way in the plat of Pine Bend Estates.

**2.2 Installation of Street Lights.** Landowner, at its own expense, shall install the Street Lights as provided in the Street Light Plan for Pine Bend Estates. The Street Lights for Pine Bend Estates shall be installed no later than the time that the public streets within the plat of Pine Bend Estates are constructed.

**2.3 Payment of Energy Costs for First Three Years.** Before recording of the plat of Pine Bend Estates, Landowner shall prepay the City for the energy costs of the Street Lights for the three (3) calendar years of 2021, 2022 and 2023 by paying the City the amount of \$150.00 per Street Light per year.

**2.4 Responsibility of Residential Owners.** Beginning with calendar year 2024, and continuing thereafter, the Residential Owners shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

The City will invoice such Residential Owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Residential Owners. The total cost for maintenance, repair, replacement and energy expenses for the Street Lights shall be evenly allocated among the Residential Lots.

The Residential Owners shall make payment directly to the City within thirty (30) days after the sending of the invoice. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year for the Residential Lot owned by the Residential Owner who has not paid the City; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

The Residential Owners and their successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the respective Residential Lots. Further, the Residential Owners and their successors and assigns thereof hereby waive any and all procedural and substantive objections to special assessments for the costs of the Street Lights including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Residential Owners and their successors and assigns waive any appeal rights otherwise available

pursuant to Minnesota Statutes § 429.081. The Residential Owners and their successors and assigns acknowledge that the benefit from the Street Lights equal or exceed the amount of the charges and assessments for the maintenance, repair, replacement and energy costs that are being imposed under this Agreement.

The Residential Owners agree that the standard of maintenance shall conform to the same standards that the City's Director of Public Works utilizes for other street lights that the City maintains, as those standards are from time to time amended.

The Residential Owners agree that the obligation to pay for the maintenance of the Street Lights exists notwithstanding the fact that the Street Lights may lie within the public road right-of-way in the plat of Pine Bend Estates.

**2.5     Warranty of Ownership.** Landowner owns all the Residential Lots.

### **ARTICLE 3** **CITY'S COVENANTS**

**3.1     Allowing Plat To Be Recorded.** The City agrees that if the conditions set forth in the Development Contract between the parties of even date herewith are met, the City will allow the plat of Pine Bend Estates to be recorded with the Dakota County Recorder. One requirement in the Development Contract is that the Landowner enter into this Residential Street Light Agreement. By execution of this Agreement, that condition has been met.

### **ARTICLE 4** **MISCELLANEOUS**

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

**4.2     Recording.** Landowner shall record this Agreement with the Dakota County Recorder after the plat of Pine Bend Estates is recorded, and Landowner shall present evidence to the City that this Agreement has been recorded.

**4.3     Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Residential Lots and shall be binding upon the parties and the heirs, successors, administrators and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of Landowner in the Residential Lots acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

**4.4     Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies

would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement.

Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

**4.6 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**4.7 Headings.** The subject headings of the sections in this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

**IN WITNESS WHEREOF**, Landowner and City have executed this Residential Street Light Agreement as of the day and year aforementioned.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA     )  
                                          )     ss.  
COUNTY OF DAKOTA     )

On this 14<sup>th</sup> day of September, 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:**  
**ALLIANT VENTURES III, LLC**

By: \_\_\_\_\_  
Thomas J. Sloan  
Its: Sole Member

By: \_\_\_\_\_  
Daryl M. Gemar  
Its: Chief Manager / President

STATE OF MINNESOTA     )  
                                          )  
COUNTY OF \_\_\_\_\_)     ss.

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Thomas J. Sloan and Daryl M. Gemar, to me personally known, who being by me duly sworn, did say that Thomas J. Sloan is the sole member of Alliant Ventures III, LLC, a Minnesota limited liability company, and that Daryl M. Gemar is the Chief Manager / President of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the sole member and Chief Manager / President of Alliant Ventures III, LLC.

\_\_\_\_\_  
Notary Public

**This instrument was drafted by:**  
Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075  
(651)451-1831

**After recording, please return to:**  
Timothy J. Kuntz  
LeVander, Gillen & Miller  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075  
(651)451-1831



**EXHIBIT A**  
**LEGAL DESCRIPTION OF RESIDENTIAL LOTS**

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

Lots 1 through 14, Block 1, Pine Bend Estates, Dakota County, Minnesota

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

## WARRANTY DEED

Corporation, Partnership or Limited Liability Company  
to Corporation, Partnership or Limited Liability Company

---

DEED TAX DUE: \$ 1.65

Date: September 14, 2020

FOR VALUABLE CONSIDERATION, Alliant Ventures III, LLC, a Minnesota limited liability company, ("Grantor"), hereby conveys and warrants to City of Inver Grove Heights, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

Outlot B, Pine Bend Estates, according to the plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota.

\*total consideration for this transfer is less than \$3,000.00.\*

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: easements and restrictions of record, if any.

*Check box if applicable:*

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor:

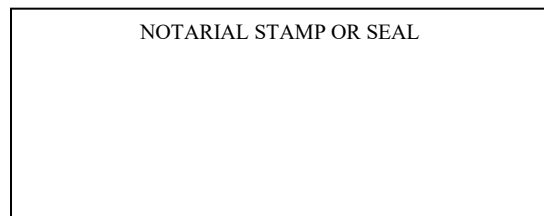
Alliant Ventures III, LLC

By: \_\_\_\_\_  
Thomas J. Sloan, its sole member

By: \_\_\_\_\_  
Daryl M. Gemar, its Chief Manager  
and President

STATE OF MINNESOTA       )  
                                          )  
COUNTY OF \_\_\_\_\_ )       ss.

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Thomas J. Sloan and Daryl M. Gemar, to me personally known, who being by me duly sworn, did say that Thomas J. Sloan is the sole member of Alliant Ventures III, LLC, a Minnesota limited liability company, and that Daryl M. Gemar is the Chief Manager / President of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the sole member and Chief Manager / President of Alliant Ventures III, LLC.



\_\_\_\_\_  
SIGNATURE OF NOTARIAL OFFICER

Title (and Rank): Notary Public  
My commission expires: \_\_\_\_\_

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument  
should be sent to: (include name and address of Grantee)

City of Inver Grove Heights  
ATTN: Finance Director  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

This Instrument Was Drafted By  
And After Recording Should Be  
Returned To:  
Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075  
Ph: 651-451-1831 / Fax: 651-450-7384  
#58993

## WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership  
to Corporation, Partnership or Limited Liability Partnership

---

DEED TAX DUE: \$ 1.65

Date: September 14, 2020

FOR VALUABLE CONSIDERATION, **Alliant Ventures III, LLC**, a Minnesota limited liability company ("Grantor") hereby conveys and warrants to **City of Inver Grove Heights**, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

All rights of vehicular access, including ingress and egress, to and from Inver Grove Trail from and to Lot 13, Block 1, Pine Bend Estates, Dakota County, Minnesota and from and to Lot 13, Block 1, Pine Bend Estates, Dakota County, Minnesota to and from Inver Grove Trail.

*Check box if applicable:*

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

\*\*total consideration for this transfer is less than \$3,000.

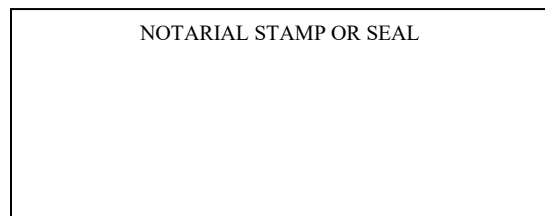
**ALLIANT VENTURES III, LLC**

By: \_\_\_\_\_  
Thomas J. Sloan  
Its: Sole Member

By: \_\_\_\_\_  
Daryl M. Gemar  
Its: Chief Manager / President

STATE OF MINNESOTA     )  
                                                      )  
COUNTY OF \_\_\_\_\_)     ss.

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Thomas J. Sloan and Daryl M. Gemar, to me personally known, who being by me duly sworn, did say that Thomas J. Sloan is the sole member of Alliant Ventures III, LLC, a Minnesota limited liability company, and that Daryl M. Gemar is the Chief Manager / President of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the sole member and Chief Manager / President of Alliant Ventures III, LLC.



\_\_\_\_\_  
SIGNATURE OF NOTARIAL OFFICER

Title (and Rank): Notary Public  
My commission expires: \_\_\_\_\_

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument  
should be sent to: (include name and address of Grantee)

Alliant Ventures III, LLC  
4655 Nicols Road #106  
Eagan, MN 55122

**This instrument was drafted by  
and after recording should be returned to:**

Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075  
Ph: 651-451-1831 / Fax: 651-450-7384  
#58993

## WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership  
to Corporation, Partnership or Limited Liability Partnership

---

DEED TAX DUE: \$ 1.65

Date: September 14, 2020

FOR VALUABLE CONSIDERATION, **Alliant Ventures III, LLC**, a Minnesota limited liability company ("Grantor") hereby conveys and warrants to **City of Inver Grove Heights**, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

All rights of vehicular access, including ingress and egress, to and from Cahill Avenue from and to Lot 14, Block 1, Pine Bend Estates, Dakota County, Minnesota and from and to Lot 14, Block 1, Pine Bend Estates, Dakota County, Minnesota to and from Cahill Avenue.

All rights of vehicular access, including ingress and egress, to and from Inver Grove Trail from and to Lot 14, Block 1, Pine Bend Estates, Dakota County, Minnesota and from and to Lot 14, Block 1, Pine Bend Estates, Dakota County, Minnesota to and from Inver Grove Trail.

*Check box if applicable:*

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

**\*\*total consideration for this transfer is less than \$3,000.**

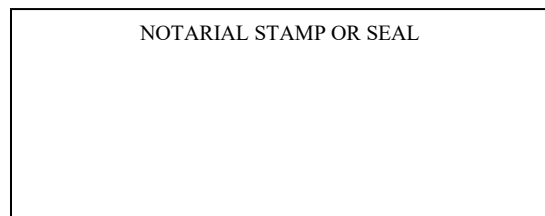
**ALLIANT VENTURES III, LLC**

By: \_\_\_\_\_  
Thomas J. Sloan  
Its: Sole Member

By: \_\_\_\_\_  
Daryl M. Gemar  
Its: Chief Manager / President

STATE OF MINNESOTA     )  
                                                      )  
COUNTY OF \_\_\_\_\_)     ss.

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Thomas J. Sloan and Daryl M. Gemar, to me personally known, who being by me duly sworn, did say that Thomas J. Sloan is the sole member of Alliant Ventures III, LLC, a Minnesota limited liability company, and that Daryl M. Gemar is the Chief Manager / President of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the sole member and Chief Manager / President of Alliant Ventures III, LLC.



\_\_\_\_\_  
SIGNATURE OF NOTARIAL OFFICER

Title (and Rank): Notary Public  
My commission expires: \_\_\_\_\_

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument  
should be sent to: (include name and address of Grantee)

Alliant Ventures III, LLC  
4655 Nicols Road #106  
Eagan, MN 55122

**This instrument was drafted by  
and after recording should be returned to:**

Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075  
Ph: 651-451-1831 / Fax: 651-450-7384  
#58993

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 4709 Babcock Trail**

Meeting Date: September 14, 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

|                                                                                                                                                     |   |  |  |  |  |  |                                                                                                                                                                         |
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**PURPOSE/ACTION REQUESTED**

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 4709 Babcock Trail.

**SUMMARY**

The owners of 4709 Babcock Trail is affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Keehun and Amy Nam, have provided the required grading and erosion control plans. They have also signed the Custom Grading Agreement (attached). An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owners have applied for a building permit and will provide a \$10,000 LOC or cash surety prior to permit issuance.

The owners have also agreed to execute a SWFMA for an infiltration basin to be constructed on the lot. In addition, they will be providing a drainage and utility easement on the perimeter of the lot, and along the lake.

It is recommended that the City Council approve the Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 4709 Babcock Trail.

TJK/mw

Attachments: Custom Grading Agreement  
 Storm Water Facilities Maintenance Agreement  
 Permanent Drainage and Utility Easement



**CUSTOM GRADING AGREEMENT**  
**FOR**  
**4709 BABCOCK TRAIL**  
**INVER GROVE HEIGHTS**  
**DAKOTA COUNTY, MINNESOTA**

**CUSTOM GRADING AGREEMENT**  
**FOR**  
**4709 BABCOCK TRAIL**  
**INVER GROVE HEIGHTS**  
**DAKOTA COUNTY, MINNESOTA**

**THIS CUSTOM GRADING AGREEMENT** (Agreement) is made and entered into on the 14th day of September, 2020 by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

**RECITALS:**

**WHEREAS**, the Owner has applied to the City for approval of the Development Plans and a building permit for the Property;

**WHEREAS**, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities, storm water management improvements and associated landscaping;

**WHEREAS**, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit 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 Owner 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 approved by the Director of PWD.

**NOW, THEREFORE**, subject to the terms and conditions of this Custom Grading Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and Owner agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

**1.1    TERMS.** The following terms, unless elsewhere defined specifically in the Custom Grading Agreement, 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 OWNER.** "Owner" means Keehun Nam and Amy Nam, husband and wife, and their successors and assigns.

**1.4 DEVELOPMENT PLANS.** "Development Plans" means the Certificate of Survey dated March 25, 2020 prepared by Kemper & Associates Inc. and approved by the City Engineer on April 1, 2020. The Development Plans are attached to Appendix 1.

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

**1.5 CUSTOM GRADING AGREEMENT.** "Custom Grading Agreement" means this instant contract by and between the City and Owner.

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

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

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

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

**1.10 OTHER REGULATORY AGENCIES.** "Other Regulatory Agencies" means and includes the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Water Management Organization
- d.) State of Minnesota
- e.) Minnesota Department of Natural Resources
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

**1.11 UTILITY COMPANIES.** "Utility Companies" means and includes the following:

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

**1.12 PRIOR EASEMENT HOLDERS.** "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the Property or transferred pursuant to this Custom Grading Agreement.

**1.13 IMPROVEMENTS.** "Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Appendix 2.

**1.14 OWNER DEFAULT.** "Owner Default" means and includes any of the following or any combination thereof:

- a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;
- b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) breach of the Owner Warranties.

**1.15 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, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

**1.16 OWNER WARRANTIES.** "Owner Warranties" means that the Owner hereby warrants and represents the following:

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives 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.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to



subdivision ordinances, zoning ordinances and environmental regulations.

**D. FEE TITLE.** The Owner owns fee title to the Property.

**E. WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. 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. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

**1.17 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 under 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 Custom Grading Agreement.

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

**If to CITY:**  
City of Inver Grove Heights  
Attention: City Administrator  
Inver Grove Heights City Hall  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**If to Owner:**  
Keehun Nam and Amy Nam  
4709 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.

**1.19 PROPERTY.** Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

## **ARTICLE 2** **APPROVAL OF DEVELOPMENT PLANS**

**2.1. APPROVAL OF DEVELOPMENT PLANS.** Subject to the terms and conditions of this Custom Grading Agreement, the recitals above, and all other applicable City Code provisions the City hereby approves the Development Plans.

**2.2 RECORDING.** This Custom Grading Agreement may be recorded by the City. No building permits shall be issued unless the Owner shows evidence to the City that this Custom Grading Agreement has been signed by the Owner.

## **ARTICLE 3** **IMPROVEMENTS**

**3.1 IMPROVEMENTS.** The Owner shall install, at its own cost, the Improvements in accord with the Development Plans. The Owner Improvements shall be completed by the dates shown on Appendix 2, 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 Custom Grading Agreement after expiration of time by which the 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 Improvements are completed to the City's satisfaction.

**3.2 GROUND MATERIAL.** The Owner shall ensure that adequate and suitable ground material shall exist in the areas of private driveways and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the Owner.

**3.3 GRADING/DRAINAGE PLAN.** The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans.

**3.4 BOULEVARD AND AREA RESTORATION.** The Owner shall seed or lay cultured sod in all boulevards 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. Upon request of the PWD, the Owner shall remove the silt fences after grading and construction have occurred.

**3.5 STREET MAINTENANCE, ACCESS AND REPAIR.** The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the



Property resulting from the grading or building on the land within the Property by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

**3.6 LANDSCAPING.** Site landscaping shall be in accordance with the Development Plans.

**3.7 PAVING OF DRIVEWAY.** The Owner must pave the driveway per City requirements.

**3.8 EROSION CONTROL.** The Owner 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 shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Owner shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Owner shall be responsible for all damage caused as the result of grading and excavation within the Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Property is final graded and Improvements are completed. As a portion of the erosion control plan, the Owner 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 9. The Owner shall be financially responsible for payment for this extra work.

**3.9 GRADING/DRAINAGE PLAN AND EASEMENTS.** The Developer shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The Owner and Developer agree to grant to the City 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 Property 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 Agreement. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. 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 stipulated date, the City may declare the Developer in default pursuant to Article 9.

**3.10 AS BUILT INFORMATION.** The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the Owner's sureties.

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information 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.

**3.11 RETAINING WALL.** If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, 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.

#### **ARTICLE 4** **OTHER PERMITS**

**4.1 PERMITS.** The Owner 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 the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Owner to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Owner. The Owner 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 Owner.

#### **ARTICLE 5** **RESPONSIBILITY FOR COSTS**

**5.1 IMPROVEMENT COSTS.** The Owner shall pay for the 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.

**5.2 CITY MISCELLANEOUS EXPENSES.** The Owner shall reimburse the City for all engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Custom Grading Agreement. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

**5.3 ENFORCEMENT COSTS.** The Owner shall pay the City for costs incurred in the enforcement of this Custom Grading Agreement, including engineering and attorneys' fees.

**5.4 TIME OF PAYMENT.** The Owner 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 6** **OWNER WARRANTIES**

**6.1 STATEMENT OF OWNER WARRANTIES.** The Owner hereby makes and states the Owner Warranties.

## **ARTICLE 7** **CITY WARRANTIES**

**7.1 STATEMENT OF CITY WARRANTIES.** The City hereby makes and states the City Warranties.

## **ARTICLE 8** **INDEMNIFICATION OF CITY**

**8.1 INDEMNIFICATION OF CITY.** 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.) breach by the Owner of the Owner Warranties;
- b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) failure by the Owner to pay contractors, subcontractors, laborers, or material;
- e.) failure by the Owner to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Improvements;
- h.) construction of the Improvements;
- i.) delays in construction of the Improvements;

- j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

**ARTICLE 9**  
**CITY REMEDIES UPON OWNER DEFAULT**

**9.1 CITY REMEDIES.** If an Owner Default occurs, that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by the City, does not cure the Owner Default within ten (10) business days, 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 Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

**9.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event any agreement contained in this Custom Grading Agreement is breached by the Owner 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.

**9.3 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 Custom Grading 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 Formal Notice.

**9.4 EMERGENCY.** Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without



giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

## **ARTICLE 10** **ESCROW DEPOSIT**

**10.1 ESCROW REQUIREMENT.** Contemporaneously herewith, the Owner shall deposit with the City an irrevocable letter of credit, or cash deposit for the amount of \$10,000.

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 that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2022.

The City shall use the escrow proceeds to reimburse the City for its costs and to cause the Improvements to be constructed to the extent practicable; after the Director of PWD determines that such Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 10.2, the remaining proceeds shall be distributed to Owner.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 10.2 from time to time as financial obligations are paid.

## **10.2 ESCROW RELEASE AND ESCROW INCREASE.**

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific 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 1.17 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

**10.3 ENGINEERING ESCROW AMOUNT.** In addition to the Escrow Amount, the

Owner shall deposit \$1,500 in cash with the City (hereafter "Engineering Escrow Amount").

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, the Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Owner Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Owner any remaining Engineering Escrow Amount when all the following events have occurred:

- a.) all of the landscaping and vegetation 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 grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

## **ARTICLE 11**

### **MISCELLANEOUS**

**11.1 CITY'S DUTIES.** The terms of this Custom Grading Agreement shall not be considered an affirmative duty upon the City to complete any Improvements.

**11.2 NO THIRD PARTY RECOURSE.** Third parties shall have no recourse against the City under this Custom Grading Agreement.

**11.3 VALIDITY.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Custom Grading Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Custom Grading Agreement.

**11.4 RECORDING.** The City may record this Agreement with the Dakota County Recorder.

**11.5 BINDING AGREEMENT.** This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this



Agreement.

**11.6 ASSIGNMENT.** The Owner may not assign this Custom Grading Agreement without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Property.

**11.7 AMENDMENT AND WAIVER.** The parties hereto may by mutual written agreement amend this Custom Grading 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 Custom Grading Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Custom Grading Agreement, waive compliance by another with any of the covenants contained in this Custom Grading 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 Custom Grading 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 Custom Grading 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.

**11.8 GOVERNING LAW.** This Custom Grading Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**11.9 COUNTERPARTS.** This Custom Grading 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.

**11.10 HEADINGS.** The subject headings of the paragraphs and subparagraphs of this Custom Grading Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

**11.11 INCONSISTENCY.** If the Development Plans are inconsistent with the words of this Custom Grading Agreement or if the obligation imposed hereunder upon the Owner are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Owner shall prevail.

**11.12 ACCESS.** The Owner hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City during the installation of Improvements.

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

IN WITNESS WHEREOF, the parties have executed this Custom Grading Agreement.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

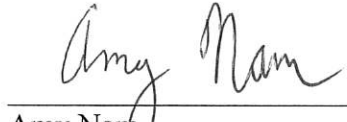
STATE OF MINNESOTA     )  
                                          )     ss.  
COUNTY OF DAKOTA     )

On this 14<sup>th</sup> day of September, 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:**

  
\_\_\_\_\_  
Keehun Nam

  
\_\_\_\_\_  
Amy Nam

STATE OF MINNESOTA    )  
                                          )  
COUNTY OF DAKOTA    )    ss.



On this 31<sup>st</sup> day of August, 2020, before me a Notary Public within and for said County, personally appeared Keehun Nam and Amy Nam, 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 DOCUMENT TO:**

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

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

That part of the South 22.00 acres of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, lying Southwesterly of the center line of County State Aid Highway No. 73; lying Southeasterly of the Southeast line of Lot 3, Block 5, Groveland Park and its extension, according to the recorded plat thereof, said Dakota County; and lying Northwesterly of the hereinafter described Line A.

Line A:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence South 0 degrees 13 minutes 57 seconds East, assumed bearing, along the West line of said Northeast Quarter of the Southeast Quarter distance of 999.52 feet to the point of beginning of the line to be described; thence North 68 degrees 33 minutes 42 seconds East, 167.19 feet; thence North 59 degrees 20 minutes 27 seconds East, 264.31 feet to the center line of County State Aid Highway No. 73 and there terminating.

Abstract Property.



**APPENDIX 1**  
**LIST OF DEVELOPMENT PLANS**

| <b><u>PLAN</u></b>    | <b><u>DATE OF PLAN<br/>PREPARATION</u></b> | <b><u>PREPARED<br/>BY</u></b> |
|-----------------------|--------------------------------------------|-------------------------------|
| Certificate of Survey | 3-25-20                                    | Kemper & Associates, Inc.     |

The Development Plans were approved by the City Engineer on April 1, 2020.

4709 BADCOCK TRAIL  
CITY OF DUNDAS BRIDGE HEIGHTS, DAKOTA COUNTY, MINNESOTA  
(PREFERRED BY 2 BRANCHES AND BRIDGE CENTER, PLAN)

CITY OF LOWER MERSE, MISSOURI, DAKOTA COUNTY, MISSOURI  
(FOUNDED 1872 & 1900) AND BRIDGE COUNTY, ILL.



```

% 计算 1000 以内所有素数的和
sum = 0;
for i = 1:1000
    if isprime(i)
        sum = sum + i;
    end
end
sum

```

运行结果如下：

```

sum =
    76120

```

在 MATLAB 中，`isprime` 函数用于判断一个数是否为素数。其用法如下：

```

isprime(n)

```

其中 `n` 为要判断的数。如果 `n` 是素数，则返回逻辑值 `1`；否则返回逻辑值 `0`。

例如，判断 17 是否为素数：

```

isprime(17)

```

运行结果为：

```

ans =
     1

```

判断 18 是否为素数：

```

isprime(18)

```

运行结果为：

```

ans =
     0

```

在 MATLAB 中，还可以使用 `primes` 函数来生成一定范围内的所有素数。其用法如下：

```

primes(n)

```

其中 `n` 为要生成的素数的上限。例如，生成 100 以内的所有素数：

```

primes(100)

```

运行结果为：

```

ans =
     2     3     5     7    11    13    17    19    23    29
    31    37    41    43    47    53    59    61    67    71
    73    79    83    89    97

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个数组中所有元素的和。其用法如下：

```

sum(x)

```

其中 `x` 为要计算的数组。例如，计算 1 到 1000 的所有自然数之和：

```

sum(1:1000)

```

运行结果为：

```

ans =
    500500

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个矩阵中每一行元素的和。其用法如下：

```

sum(x, 2)

```

其中 `x` 为要计算的矩阵。例如，计算一个 3 行 4 列的矩阵中每一行元素的和：

```

x = [1 2 3 4; 5 6 7 8; 9 10 11 12];
sum(x, 2)

```

运行结果为：

```

ans =
     10
     26
     42

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个矩阵中每一列元素的和。其用法如下：

```

sum(x, 1)

```

其中 `x` 为要计算的矩阵。例如，计算一个 3 行 4 列的矩阵中每一列元素的和：

```

x = [1 2 3 4; 5 6 7 8; 9 10 11 12];
sum(x, 1)

```

运行结果为：

```

ans =
     15    18    21    24

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个字符串中每个字符的 ASCII 码之和。其用法如下：

```

sum('string')

```

其中 `string` 为要计算的字符串。例如，计算字符串 'hello' 中每个字符的 ASCII 码之和：

```

sum('hello')

```

运行结果为：

```

ans =
    552

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个数组中满足条件的元素的和。其用法如下：

```

sum(x(condition))

```

其中 `x` 为要计算的数组，`condition` 为要满足的条件。例如，计算一个 1 到 1000 的数组中所有偶数的和：

```

sum(1:1000(2:2:1000))

```

运行结果为：

```

ans =
    25000

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个数组中所有元素的平方和。其用法如下：

```

sum(x.^2)

```

其中 `x` 为要计算的数组。例如，计算 1 到 1000 的所有自然数的平方和：

```

sum(1:1000.^2)

```

运行结果为：

```

ans =
    333833500

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个矩阵中所有元素的平方和。其用法如下：

```

sum(x.^2, 'all')

```

其中 `x` 为要计算的矩阵。例如，计算一个 3 行 4 列的矩阵中所有元素的平方和：

```

x = [1 2 3 4; 5 6 7 8; 9 10 11 12];
sum(x.^2, 'all')

```

运行结果为：

```

ans =
    1665

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个字符串中每个字符的 ASCII 码的平方和。其用法如下：

```

sum('string'.^2)

```

其中 `string` 为要计算的字符串。例如，计算字符串 'hello' 中每个字符的 ASCII 码的平方和：

```

sum('hello'.^2)

```

运行结果为：

```

ans =
    30552

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个数组中所有元素的立方和。其用法如下：

```

sum(x.^3)

```

其中 `x` 为要计算的数组。例如，计算 1 到 1000 的所有自然数的立方和：

```

sum(1:1000.^3)

```

运行结果为：

```

ans =
    833333500000

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个矩阵中所有元素的立方和。其用法如下：

```

sum(x.^3, 'all')

```

其中 `x` 为要计算的矩阵。例如，计算一个 3 行 4 列的矩阵中所有元素的立方和：

```

x = [1 2 3 4; 5 6 7 8; 9 10 11 12];
sum(x.^3, 'all')

```

运行结果为：

```

ans =
    1593081

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个字符串中每个字符的 ASCII 码的立方和。其用法如下：

```

sum('string'.^3)

```

其中 `string` 为要计算的字符串。例如，计算字符串 'hello' 中每个字符的 ASCII 码的立方和：

```

sum('hello'.^3)

```

运行结果为：

```

ans =
    1679600

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个数组中所有元素的四次方和。其用法如下：

```

sum(x.^4)

```

其中 `x` 为要计算的数组。例如，计算 1 到 1000 的所有自然数的四次方和：

```

sum(1:1000.^4)

```

运行结果为：

```

ans =
    250000000000000

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个矩阵中所有元素的四次方和。其用法如下：

```

sum(x.^4, 'all')

```

其中 `x` 为要计算的矩阵。例如，计算一个 3 行 4 列的矩阵中所有元素的四次方和：

```

x = [1 2 3 4; 5 6 7 8; 9 10 11 12];
sum(x.^4, 'all')

```

运行结果为：

```

ans =
    15930810000

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个字符串中每个字符的 ASCII 码的四次方和。其用法如下：

```

sum('string'.^4)

```

其中 `string` 为要计算的字符串。例如，计算字符串 'hello' 中每个字符的 ASCII 码的四次方和：

```

sum('hello'.^4)

```

运行结果为：

```

ans =
    167960000000

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个数组中所有元素的五次方和。其用法如下：

```

sum(x.^5)

```

其中 `x` 为要计算的数组。例如，计算 1 到 1000 的所有自然数的五次方和：

```

sum(1:1000.^5)

```

运行结果为：

```

ans =
    40000000000000000

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个矩阵中所有元素的五次方和。其用法如下：

```

sum(x.^5, 'all')

```

其中 `x` 为要计算的矩阵。例如，计算一个 3 行 4 列的矩阵中所有元素的五次方和：

```

x = [1 2 3 4; 5 6 7 8; 9 10 11 12];
sum(x.^5, 'all')

```

运行结果为：

```

ans =
    4000000000000000000

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个字符串中每个字符的 ASCII 码的五次方和。其用法如下：

```

sum('string'.^5)

```

其中 `string` 为要计算的字符串。例如，计算字符串 'hello' 中每个字符的 ASCII 码的五次方和：

```

sum('hello'.^5)

```

运行结果为：

```

ans =
    4000000000000000000

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个数组中所有元素的六次方和。其用法如下：

```

sum(x.^6)

```

其中 `x` 为要计算的数组。例如，计算 1 到 1000 的所有自然数的六次方和：

```

sum(1:1000.^6)

```

运行结果为：

```

ans =
    799999999999999999999

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个矩阵中所有元素的六次方和。其用法如下：

```

sum(x.^6, 'all')

```

其中 `x` 为要计算的矩阵。例如，计算一个 3 行 4 列的矩阵中所有元素的六次方和：

```

x = [1 2 3 4; 5 6 7 8; 9 10 11 12];
sum(x.^6, 'all')

```

运行结果为：

```

ans =
    799999999999999999999999

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个字符串中每个字符的 ASCII 码的六次方和。其用法如下：

```

sum('string'.^6)

```

其中 `string` 为要计算的字符串。例如，计算字符串 'hello' 中每个字符的 ASCII 码的六次方和：

```

sum('hello'.^6)

```

运行结果为：

```

ans =
    799999999999999999999999

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个数组中所有元素的七次方和。其用法如下：

```

sum(x.^7)

```

其中 `x` 为要计算的数组。例如，计算 1 到 1000 的所有自然数的七次方和：

```

sum(1:1000.^7)

```

运行结果为：

```

ans =
    1599999999999999999999999999

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个矩阵中所有元素的七次方和。其用法如下：

```

sum(x.^7, 'all')

```

其中 `x` 为要计算的矩阵。例如，计算一个 3 行 4 列的矩阵中所有元素的七次方和：

```

x = [1 2 3 4; 5 6 7 8; 9 10 11 12];
sum(x.^7, 'all')

```

运行结果为：

```

ans =
    15999999999999999999999999999999

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个字符串中每个字符的 ASCII 码的七次方和。其用法如下：

```

sum('string'.^7)

```

其中 `string` 为要计算的字符串。例如，计算字符串 'hello' 中每个字符的 ASCII 码的七次方和：

```

sum('hello'.^7)

```

运行结果为：

```

ans =
    15999999999999999999999999999999999

```

在 MATLAB 中，还可以使用 `sum` 函数来计算一个数组中所有元素的八次方和。其用法如下：

```

sum(x.^8)

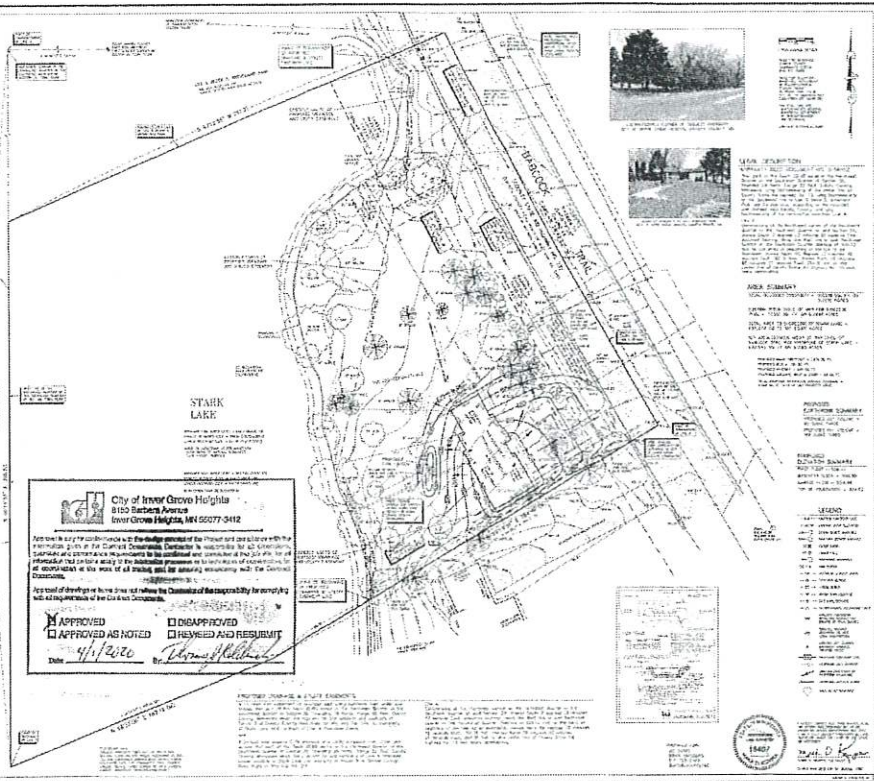
```

其中 `x` 为要计算的数组。例如，计算 1

[illegible]

KEMPER & ASSOCIATES INC.  
PROFESSIONAL LAND SURVEYORS

# CERTIFICATE OF SURVEY



**APPENDIX 2**  
**IMPROVEMENTS**

The items checked with an "X" below are the Improvements.

| <b><u>CHECKED</u></b> | <b><u>COMPLETION DATE</u></b>                     | <b><u>IMPROVEMENT</u></b>                            |
|-----------------------|---------------------------------------------------|------------------------------------------------------|
| <u>  X  </u>          | Prior to obtaining building permit                | Grading, drainage, and<br>sediment & erosion control |
| <u>  X  </u>          | Prior to Certificate of Occupancy                 | Sewer and water service lines                        |
| <u>  X  </u>          | Prior to Certificate of Occupancy                 | Stormwater facilities<br>(raingarden)                |
| <u>  X  </u>          | Prior to Certificate of Occupancy                 | Driveway                                             |
| <u>  X  </u>          | Prior to Certificate of Occupancy                 | As-built                                             |
| <u>  X  </u>          | Within 6 months after Certificate<br>of Occupancy | Landscaping                                          |

**STORM WATER FACILITIES MAINTENANCE AGREEMENT**  
**FOR**  
**4709 BABCOCK TRAIL, INVER GROVE HEIGHTS,**  
**DAKOTA COUNTY, MINNESOTA**

**THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT** (Agreement) is made, entered into and effective this 14<sup>th</sup> day of September, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Keehun Nam and Amy Nam, husband and wife (hereafter referred to as Landowner 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    Landowner.** “Landowner” means Keehun Nam and Amy Nam, husband and wife, and their successors and assigns.

**1.4    Storm Water Facilities.** “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future raingardens and storm water storage areas lying within the Landowner Property.

**1.5    Storm Water Facility Plan.** “Storm Water Facility Plan” means that certain Certificate of Survey prepared by Kemper & Associates, Inc. dated March 25, 2020, and

approved by the City Engineer on April 1, 2020. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

**1.7    Responsible Owner.** “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

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

**1.9    Custom Grading Agreement.** “Custom Grading Agreement” means that certain Custom Grading Agreement for 4709 Babcock Trail by and between the City and Landowner dated September 14, 2020.

## **ARTICLE 2** **RECITALS**

**Recital No. 1.**     Landowner owns the Landowner Property.

**Recital No. 2.**     Landowner has requested that the City approve the Development Plans as identified in the Custom Grading Agreement relating to the Landowner Property.

**Recital No. 3.**     The City is willing to approve the Development Plans referenced in the Custom Grading Agreement, if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

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

- a.)     impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.
- 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 Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.



- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

### **ARTICLE 3**

#### **RESPONSIBILITY FOR MAINTENANCE**

**3.1 Construction of Storm Water Facilities.** Prior to issuance of a certificate of occupancy by the City for the Landowner Property, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

**3.2 Maintenance of Storm Water Facilities.** The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. 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 Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

**3.3 Standard of Maintenance.** The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Residential Rain Garden for CUP Exceeding Impervious Space Requirements (STM-17) dated February 2013, attached hereto as **Exhibit E**;

- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- f. The Standard of Maintenance shall include but not be limited to each of the following:
  - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
  - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
  - iii.) The Operations & Maintenance Plan shall contain the following information:
    - a. Detailed inspection requirements;
    - b. Inspection and maintenance schedules;
    - c. Contact information for the Responsible Owner;
    - d. As built plans of the Storm Water Facilities;
    - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
    - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the



Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

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

**3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, 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 a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

**3.5 Payment of Costs Incurred by City.** If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible 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, or improvement performed by the City to ensure compliance with the Standard of Maintenance. 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 Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property 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 Landowner Property.

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 Landowner Property 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 the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. 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 maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding 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 3.3.

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

**3.7 Obligation For Maintenance Notwithstanding Public Easement.** The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water 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 Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water 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 Storm Water Facilities; and
- d.) construction of the Storm Water 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** **ESCROW DEPOSIT**

**4.1 Engineering Escrow Amount.** The Landowner shall deposit \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

Upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500 Engineering Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

#### **ARTICLE 5** **CITY'S COVENANTS**

**5.1 Approval of Development Plans.** The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth by the City in the Custom Grading Agreement are met, the Council will approve the Development Plans referenced in the Custom Grading Agreement for the Landowner Property.

#### **ARTICLE 6** **MISCELLANEOUS**

**6.1 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding



upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

**6.2 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.

**6.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**6.4 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.

**6.5 Consent.** Landowner consents to the recording of this Agreement.

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

**If to City:** City of Inver Grove Heights  
Attention: City Administrator  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**If to Landowner:** Keehun Nam and Amy Nam  
4709 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** Landowner 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    )

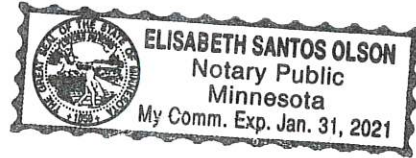
On this 14<sup>th</sup> day of September, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver 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:**

  
\_\_\_\_\_  
Keehun Nam

  
\_\_\_\_\_  
Amy Nam



STATE OF MINNESOTA    )  
                                  )       ss.  
COUNTY OF DAKOTA    )

On this 31<sup>st</sup> day of August, 2020, before me a Notary Public within and for said County, personally appeared Keehun Nam and Amy Nam, 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 LANDOWNER PROPERTY**

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

That part of the South 22.00 acres of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, lying Southwesterly of the center line of County State Aid Highway No. 73; lying Southeasterly of the Southeast line of Lot 3, Block 5, Groveland Park and its extension, according to the recorded plat thereof, said Dakota County; and lying Northwesterly of the hereinafter described Line A.

Line A:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence South 0 degrees 13 minutes 57 seconds East, assumed bearing, along the West line of said Northeast Quarter of the Southeast Quarter distance of 999.52 feet to the point of beginning of the line to be described; thence North 68 degrees 33 minutes 42 seconds East, 167.19 feet; thence North 59 degrees 20 minutes 27 seconds East, 264.31 feet to the center line of County State Aid Highway No. 73 and there terminating.

Abstract Property.



**EXHIBIT B**  
**OPERATIONS & MAINTENANCE PLAN**

**MAINTENANCE PLAN**

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

| <b>Maintenance Activity</b>                                                      | <b>Frequency</b>                                           | <b>Procedure</b>                                                                                                              | <b>Maintenance Done By</b>       |
|----------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 1. Sediment, trash and debris removal from inlet, outlets, pipes and structures. | Annually in spring and fall as needed.                     | Remove trash and/or debris. Pruning and weeding, mow filter strip                                                             | Property owner unless designated |
| 2. Sediment, trash and debris removal from bio-filtration basin and swale        | Annually in spring and fall as needed.                     | Remove sediment and restore bio-filtration basin and swale to capacity                                                        | Property owner unless designated |
| 3. Erosion repair and vegetation replacement.                                    | Annually in spring and fall as needed.                     | Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation | Property owner unless designated |
| 4. Mulch replacement                                                             | Every 2 to 3 years or as needed to maintain 3" to 4" depth | If applicable, add shredded hardwood mulch                                                                                    | Property owner                   |
| 5. Watering                                                                      | As needed                                                  | Provide 1 inch of water when plants show signs of stress                                                                      | Property owner                   |
| 6. Vegetation replacement and weeding                                            | Annually in spring and fall                                | Replace dead vegetation and remove evasive or unwanted plants                                                                 | Property owner                   |
| 7. Clean/fix structural components                                               | As needed per inspection                                   | Dependent on the type of damage; repair components per manufacturer's recommendations                                         | Property owner unless designated |
| 8. Replacement of the bio-retention device.                                      | Bio-retention device failure.                              | The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.              | Property owner unless designated |

**EXHIBIT C**  
**ANNUAL INSPECTION FORM**

| CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM |              |                 |                           |                   |              |
|------------------------------------------------------|--------------|-----------------|---------------------------|-------------------|--------------|
| <b>INLET / OUTLET</b>                                |              |                 |                           |                   |              |
| STRUCTURE ID                                         |              | INSPECTION DATE |                           | INSPECTOR(S)      |              |
| LOCATION                                             |              |                 |                           |                   |              |
| <b>EASEMENT</b>                                      |              |                 |                           |                   |              |
| ACCESSIBLE                                           | Y            | N               |                           |                   |              |
| STRUCTURES IN ESMT.                                  | Y            | N               | DESCRIPTION               |                   |              |
| TREES IN ESMT.                                       | Y            | N               | LARGEST DIAMETER (INCHES) |                   |              |
| <b>STRUCTURE</b>                                     | FES          | PIPE            | CB                        | OTHER             |              |
| ATTRIBUTES                                           | TRASH GUARD  |                 | WEIR                      | SURGE BASIN       | OTHER NONE   |
| CONDITION*                                           | OK           |                 | MINOR MAINTENANCE         | MAJOR MAINTENANCE | INACCESSIBLE |
| END SECTION EROSION                                  | Y            | N               |                           |                   |              |
| FLOW CONDITION                                       | FLOW PRESENT |                 | NO FLOW                   | SUBMERGED         |              |
| COMMENTS                                             |              |                 |                           |                   |              |
| <b>VEGETATION/DEBRIS</b>                             | WEEDS, ETC.  |                 | BRUSH, TREES, ETC.        | GARBAGE/DEBRIS    | NONE         |
| RESTRICTING FLOW                                     | Y            | N               |                           |                   |              |
| COMMENTS                                             |              |                 |                           |                   |              |
| <b>SEDIMENT</b>                                      |              |                 |                           |                   |              |
| CONDITION**                                          | NONE         |                 | MINOR MAINTENANCE         | MAJOR MAINTENANCE |              |
| COMMENTS                                             |              |                 |                           |                   |              |
| <b>RIP RAP</b>                                       |              |                 |                           |                   |              |
| PRESENT                                              | Y            | N               |                           |                   |              |
| CONDITION***                                         | OK           |                 | MINOR MAINTENANCE         | MAJOR MAINTENANCE |              |
| COMMENTS                                             |              |                 |                           |                   |              |
| <b>ILLCIT DISCHARGE</b>                              | Y            | N               |                           |                   |              |
| COMMENTS                                             |              |                 |                           |                   |              |
| <b>MAINTENANCE PERFORMED:</b>                        |              |                 |                           |                   |              |
| SIGNED:                                              |              |                 | DATE:                     |                   |              |

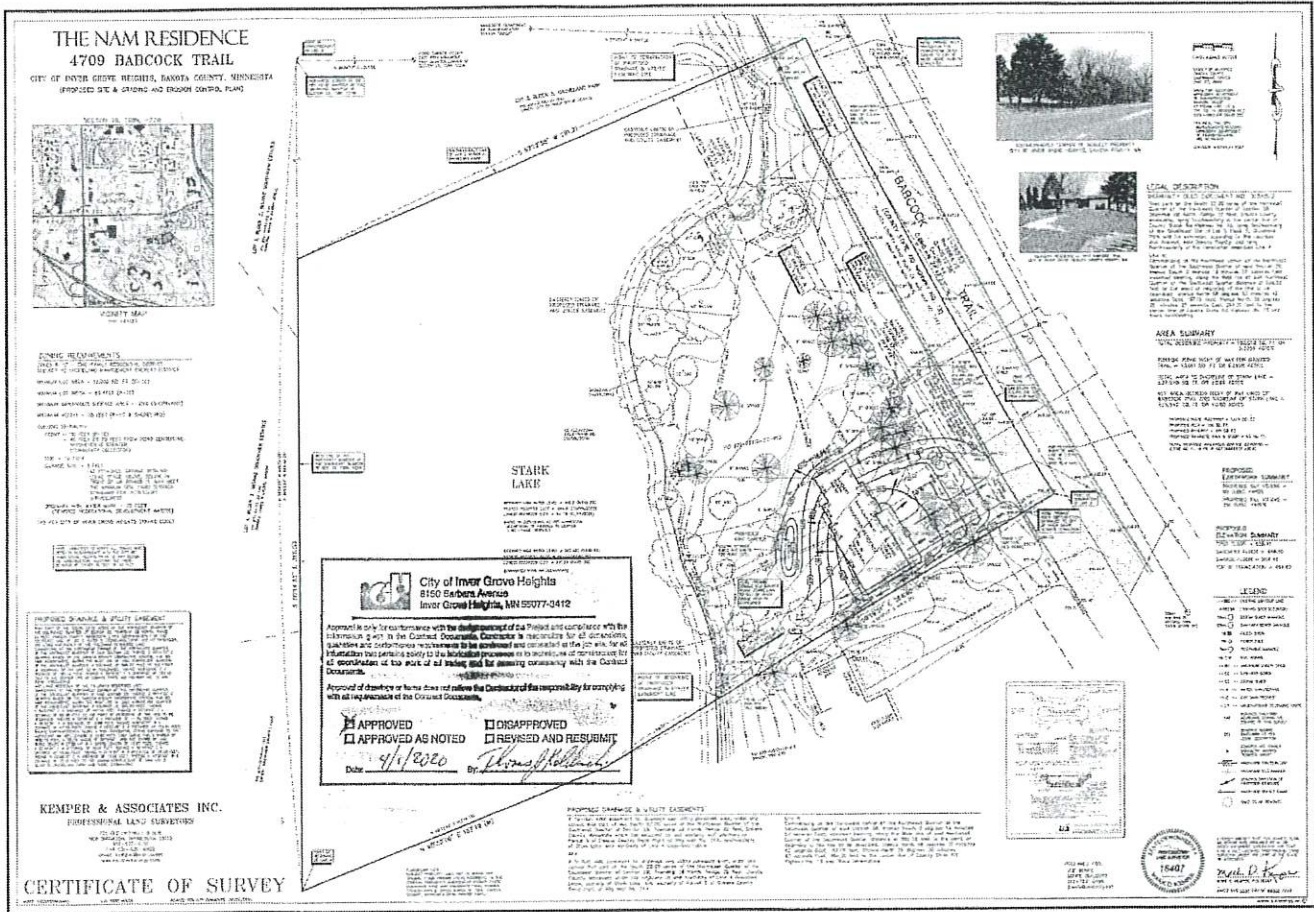
\* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

\*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

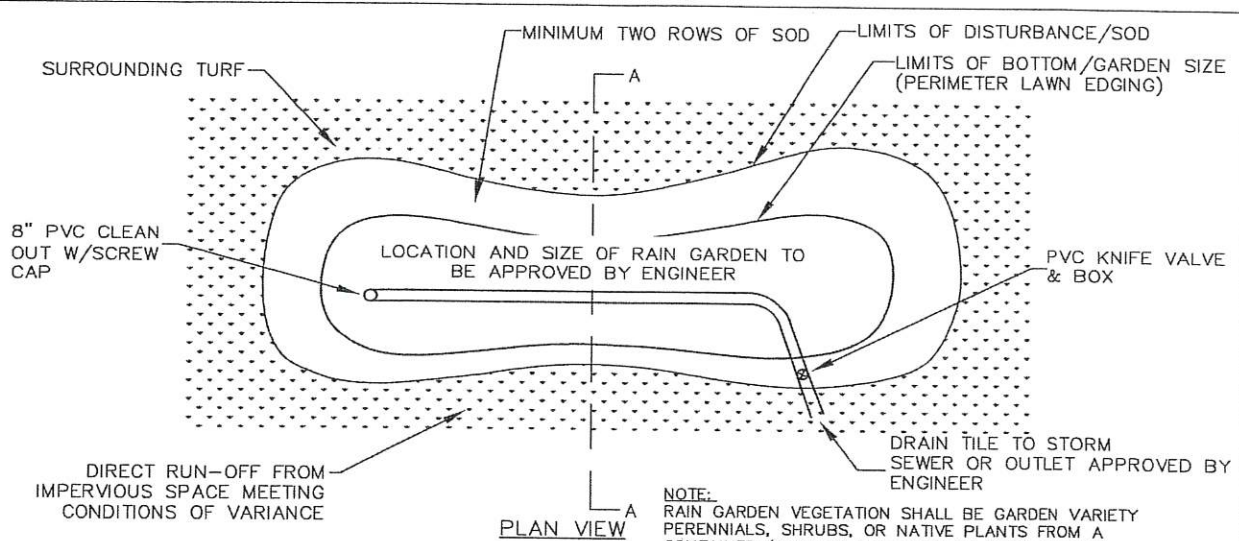
\*\*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed



# **EXHIBIT D** **STORM WATER FACILITY PLAN**



# **EXHIBIT E** **RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE** **REQUIREMENTS (STM-17)**

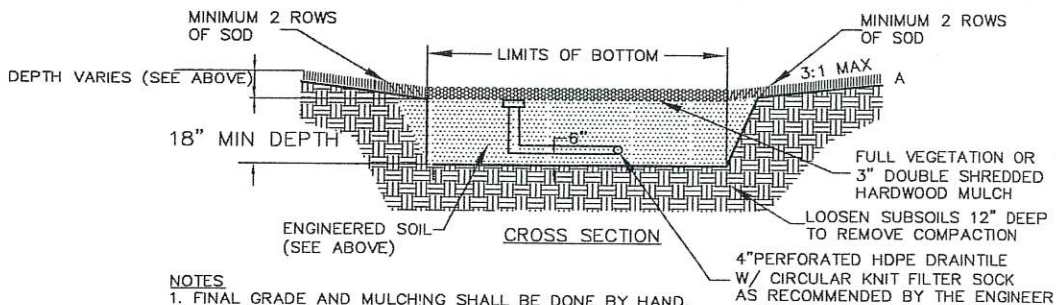


| SUBSOIL TYPE | SUBSOIL TYPE           | RECOM. DEPTH |
|--------------|------------------------|--------------|
| A            | SAND/GRAVEL            | 12"-18"      |
| B            | SAND WITH CLAY OR SILT | 9"-12"       |
| C            | CLAY OR SILT WITH SAND | 6"-9"        |
| D            | CLAYS OR SILTS         | 6"           |

**NOTE:**  
 RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

**ENGINEERED SOIL (DCSWCD MIX B)**  
 80% COARSE-WASHED SAND (MNDOT 3126)  
 20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)  
 NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.  
 3 RING INFILTRATOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

GARDEN SIZE: TREATS 3100 SF OF IMPERVIOUS SURFACE AND 871 CF OF RUNOFF



**NOTES**

1. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
2. NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
3. PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
4. OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
  - (1) FINALIZING RAIN GARDEN SIZE AND LOCATION.
  - (2) OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
  - (3) APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
  - (4) FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
5. GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
6. OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
7. FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.



RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE REQUIREMENTS

CITY OF INVER GROVE HEIGHTS  
 ENGINEERING DEPARTMENT

2/13

PLATE NO.  
 STM-17



### **PERMANENT UTILITY AND DRAINAGE EASEMENT**

**THIS PERMANENT UTILITY AND DRAINAGE EASEMENT** (Easement) is made, granted and conveyed this 14<sup>th</sup> day of September, 2020, between Keehun Nam and Amy Nam, husband and wife (hereinafter referred to as “Landowner”) and City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter “Landowner’s Property”)**.

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

**A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter “**Permanent Easement**”) under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter the “**Permanent Easement Area**”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

**EXEMPT FROM STATE DEED TAX**

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and that they have good right to grant and convey the Permanent Easement herein to the City.

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

**IN TESTIMONY WHEREOF**, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA    )  
                                  )       ss.  
COUNTY OF DAKOTA    )

On this 14<sup>th</sup> day of September, 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

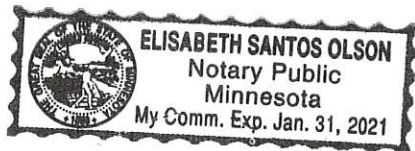
**LANDOWNER:**

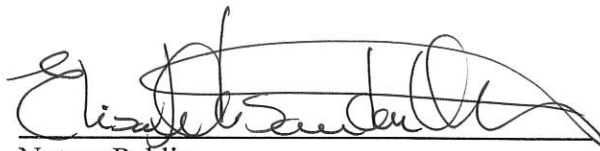
  
Keehun Nam

  
Amy Nam

STATE OF MINNESOTA     )  
                                      )  
COUNTY OF DAKOTA     )     ss.

On this 31<sup>st</sup> day of August, 2020, before me a Notary Public within and for said County, personally appeared Keehun Nam and Amy Nam, 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 DOCUMENT 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 LANDOWNER'S PROPERTY**

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

That part of the South 22.00 acres of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, lying Southwesterly of the center line of County State Aid Highway No. 73; lying Southeasterly of the Southeast line of Lot 3, Block 5, Groveland Park and its extension, according to the recorded plat thereof, said Dakota County; and lying Northwesterly of the hereinafter described Line A.

Line A:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence South 0 degrees 13 minutes 57 seconds East, assumed bearing, along the West line of said Northeast Quarter of the Southeast Quarter distance of 999.52 feet to the point of beginning of the line to be described; thence North 68 degrees 33 minutes 42 seconds East, 167.19 feet; thence North 59 degrees 20 minutes 27 seconds East, 264.31 feet to the center line of County State Aid Highway No. 73 and there terminating.

Abstract Property.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

The Permanent Easement Area contains the following legally described easements:

A 10-foot wide perpetual easement for drainage and utility purposes over, under and across that part of the South 22.00 acres of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County Minnesota which lies adjacent to and westerly and southerly of Parcel 5 of Dakota County Road Right of Way Map No. 244, southeasterly of Stark Lake, and northerly of Line A described below;

and

A 5-foot wide perpetual easement for drainage and utility purposes over, under and across that part of the South 22.00 acres of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota which lies adjacent to and northerly of Line A described below, easterly of Stark Lake, and westerly of Parcel 5 of Dakota County Road Right of Way Map No. 244.

Line A:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West; thence South 0 degrees 13 minutes 57 seconds East, assumed bearing, along the West line of said Northeast Quarter of the Southeast Quarter, a distance of 999.52 feet to the point of beginning of the line to be described; thence North 68 degrees 33 minutes 42 seconds East, 167.19 feet; thence North 59 degrees 20 minutes 27 seconds East, 264.31 feet to the center line of County State Aid Highway No. 73 and there terminating.

Together with a perpetual drainage and utility easement described as follows:

That part of the South 22.00 acres of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, lying southeasterly of the Southeast line of Lot 3, Block 5 Groveland Park and its extension, and lying northerly of the following described line:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence S 00°14'33" E (bearing based on the Dakota County Coordinate System, NAD83, 1996 adjustment), along the West line of said Northeast Quarter of the Southeast Quarter, a distance of 999.52 feet to the point of beginning of the line to be described; thence N 68°33'06" E a distance of 167.19 feet; thence N 59°19'51" E a distance of 264.40 feet to the center line of County State Aid Highway No. 73 and there terminating, and lying westerly of the following described line:



Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence S 00°14'33" E (bearing based on the Dakota County Coordinate System, NAD83, 1996 adjustment), along the West line of said Northeast Quarter of the Southeast Quarter, a distance of 999.52 feet; thence N 68°33'06" E a distance of 167.19 feet; thence N 59°19'51" E a distance of 66.36 feet to the point of beginning of the line to be described; thence N 00°35'30" E a distance of 14.35 feet; thence N 09°30'56" W a distance of 18.68 feet; thence N 19°10'47" W a distance of 47.45 feet; thence N 12°27'46" E a distance of 152.91 feet; thence northwesterly along a non-tangential curve concave to the northeast an arc length of 13.67 feet, said curve has a radius of 2939.79 feet, a delta angle of 00°15'59", and the chord of said curve bears N 27°29'44" W a chord length of 13.67 feet; thence N 65°49'24" E a distance of 10.04 feet; thence N 19°45'49" E a distance of 18.50 feet; thence N 01°16'54" W a distance of 25.20 feet; thence N 03°08'01" E a distance of 17.92 feet; thence N 47°37'33" W a distance of 17.15 feet to the Southeasterly line of said Lot 3, Block 5, Groveland Park and there terminating.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider a Resolution Providing Support and Authorizing Application to the Minnesota Department of Transportation for a Standalone Noise Barrier for City Project No. 2019-15 – TH 52 Noise Barrier, Barbara Neighborhood**

Meeting Date: September 14, 2020  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Steve W. Dodge, Assistant City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

|                                     |                                                                                                  |
|-------------------------------------|--------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | None                                                                                             |
| <input type="checkbox"/>            | Amount included in current budget                                                                |
| <input type="checkbox"/>            | Budget amendment requested                                                                       |
| <input type="checkbox"/>            | FTE included in current complement                                                               |
| <input type="checkbox"/>            | New FTE requested – N/A                                                                          |
| <input checked="" type="checkbox"/> | Other: MnDOT State Transportation Improvement Program (STIP) and Municipal State Aid Fund (MSAS) |

**PURPOSE/ACTION REQUESTED**

Consider a resolution providing support and authorizing application to the Minnesota Department of Transportation for a standalone noise barrier for City Project No. 2019-15 – TH 52 Noise Barrier, Barbara Neighborhood

**SUMMARY**

City Council was updated in 2019 about the Metro Highway Noise Abatement Program opportunity and available funding. The update was in response to a resident in the Barbara Avenue neighborhood (between Upper 45<sup>th</sup> Street E. and 49<sup>th</sup> Street E.) along TH 52 inquiring about the process for requesting noise barriers for their neighborhood. The neighborhood was reviewed, analyzed, and ranked 122 out of 235 locations eligible for funding by MnDOT based on a 2016 study.

The Metro Highway Noise Abatement Program is a solicitation-based system. The City submitted application in 2019 for both the Bancroft Area and Barbara Area along TH 52. The Barbara area scored well based on the MnDOT study and ranking system. However, there was only funding for one project which MnDOT granted to another noise wall system in the Metro which scored higher. Staff will resubmit the application for a MnDOT Metro Standalone Noise Barrier for the Barbara Neighborhood. Eligible projects are programmed into MnDOT's four-year State Transportation Improvement Program (STIP). Projects from the 2020 solicitation would typically be constructed in 2026.

The Metro Standalone Noise Barrier program requires a City cost share of ten percent of the construction cost and eight percent of the construction engineering cost. The City cost share is eligible for Municipal State Aid (MSAS) Funding. In addition, it requires City Council support of the project and funding by resolution (attached). The project would be funded by STIP and MSAS funds.

I recommend passage of the resolution providing support and authorizing application to the Minnesota Department of Transportation for a standalone noise barrier for City Project No. 2019-15 – TH 52 Noise Barrier, Barbara Neighborhood

SWD/kf

Attachments: Resolution  
 Location map

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

**CONSIDER RESOLUTION PROVIDING SUPPORT AND AUTHORIZING APPLICATION TO THE  
MINNESOTA DEPARTMENT OF TRANSPORTATION FOR A STANDALONE NOISE BARRIER FOR  
CITY PROJECT NO. 2019-15 – TH 52 NOISE BARRIER, BARBARA NEIGHBORHOOD**

**RESOLUTION NO. 2020-175**

**WHEREAS**, in 2019 City staff received a resident inquiry for noise barriers along TH 52 for the Barbara Way neighborhood; and

**WHEREAS**, In November of 2019 City Staff submitted application to MnDOT for Barbara Area to be studied as part of the Metro Highway Noise Abatement Program; and

**WHEREAS**, the Barbara neighborhood submittal received a competitive score from MnDOT and City staff will make a 2020 application to receive the available funding for noise barriers through the Metro Highway Noise Abatement Program which starts receiving applications on September 1st; and

**WHEREAS**, if selected, the noise barrier project would be constructed in 2026; and

**WHEREAS**, the State of Minnesota, acting through its Commissioner of Transportation (MnDOT) and in accordance with Statute 161.125 – Sound Abatement Along Highways, proposed to study, design, and construct a noise wall improvement along the west side of T.H. 52 along the Barbara Avenue area between Upper 45<sup>th</sup> Street E. and 49<sup>th</sup> Street E. within the corporate City of Inver Grove Heights (City) limits; and

**WHEREAS**, the City supports the continued study and design of this noise wall improvement and acknowledges the City's required participation in the costs of the noise wall construction and associated construction engineering in future City Capital Improvement programming.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT:** the application is hereby authorized by the City Council of the City of Inver Grove Heights on September 14, 2020.

1. The City Council supports City Project No. 2019-15 TH 52 Noise Barrier, Barbara Neighborhood.
2. Staff is authorized to submit the application for MnDOT Metro Standalone Noise Barrier for the Barbara Neighborhood.
3. City Project No. 2019-15 will be funded by State Transportation Improvement Fund (STIP) and the Municipal State Aid Fund (MSAS).
4. The City agrees to provide local funding to cover ten percent of the construction cost and eight percent of the construction engineering cost, per the current cost-share policy.

Adopted by the City Council of Inver Grove Heights this 14th day of September 2020

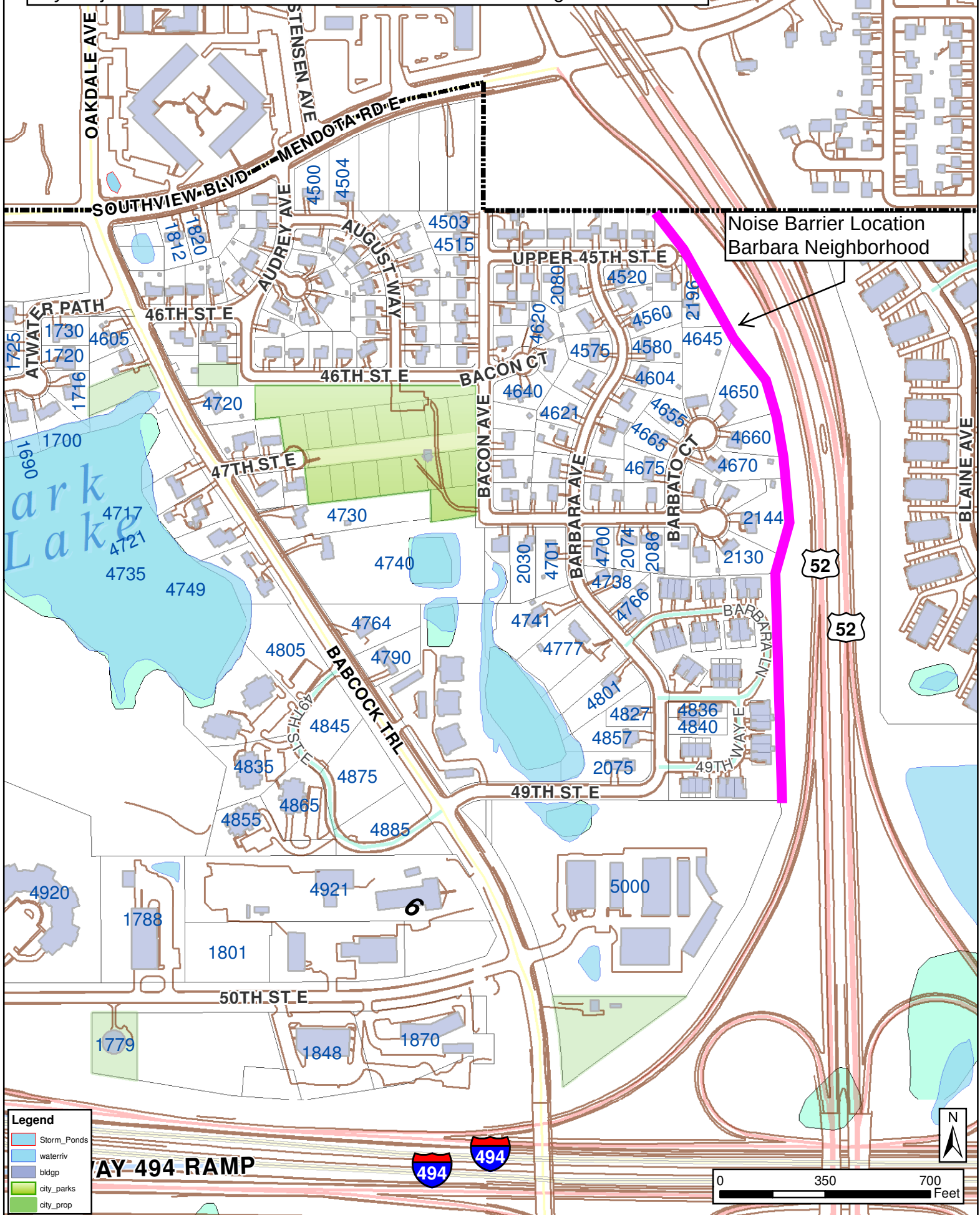
AYES:

NAYS:

ATTEST:

\_\_\_\_\_  
George Tourville, Mayor

\_\_\_\_\_  
Rebecca Kiernan, City Clerk



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider a Resolution Providing Support and Authorizing Application to the Minnesota Department of Transportation for a Standalone Noise Barrier for City Project No. 2020-11 – TH 52 Noise Barrier, Beckman Neighborhood**

Meeting Date: September 14, 2020  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Steve W. Dodge, Assistant City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

|                                     |                                                                                                  |
|-------------------------------------|--------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | None                                                                                             |
| <input type="checkbox"/>            | Amount included in current budget                                                                |
| <input type="checkbox"/>            | Budget amendment requested                                                                       |
| <input type="checkbox"/>            | FTE included in current complement                                                               |
| <input type="checkbox"/>            | New FTE requested – N/A                                                                          |
| <input checked="" type="checkbox"/> | Other: MnDOT State Transportation Improvement Program (STIP) and Municipal State Aid Fund (MSAS) |

**PURPOSE/ACTION REQUESTED**

Consider a resolution providing support and authorizing application to the Minnesota Department of Transportation for a standalone noise barrier for City Project No. 2020-11 – TH 52 Noise Barrier, Beckman Neighborhood

**SUMMARY**

City Council was updated in 2019 about the Metro Highway Noise Abatement Program opportunity and available funding. The update was in response to resident request for noise barriers for two neighborhoods along TH 52, Barbara Avenue neighborhood (between Upper 45<sup>th</sup> Street E. and 49<sup>th</sup> Street E.) and Bancroft Way neighborhood. A new inquiry was received by staff in 2020 from a resident in the Beckman Avenue neighborhood requesting noise barriers. The Beckman Avenue neighborhood (63<sup>rd</sup> Street to Beckman Avenue) was reviewed, analyzed, and ranked 130 out of 235 locations eligible for funding by MnDOT based on a 2016 study.

The Metro Highway Noise Abatement Program is a solicitation-based system. The City submitted application in 2019 for both the Bancroft Area (ranked 116) and Barbara Area (ranked 122) along TH 52. Staff will prepare the application for MnDOT Metro Standalone Noise Barrier for the Beckman Neighborhood when made available by MnDOT. MnDOT then conducts a noise study and ranks the application received based on existing noise levels, length of barrier, number of benefitted homes, and cost effectiveness of a noise barrier. Eligible projects are programmed into MnDOT's four-year State Transportation Improvement Program (STIP). Projects from the 2020 solicitation would typically be constructed in 2026.

The Metro Standalone Noise Barrier program requires a City cost share of ten percent of the construction cost and eight percent of the construction engineering cost. The City cost share is eligible for Municipal State Aid (MSAS) Funding. In addition, it requires City Council support of the project and funding by resolution (attached). The project would be funded by STIP and MSAS funds.

I recommend passage of the resolution providing support and authorizing application to the Minnesota Department of Transportation for a standalone noise barrier for City Project No. 2020-11 – TH 52 Noise Barrier, Beckman Neighborhood

SWD/kf

Attachments: Resolution  
 Location map

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

**CONSIDER RESOLUTION PROVIDING SUPPORT AND AUTHORIZING APPLICATION TO THE  
MINNESOTA DEPARTMENT OF TRANSPORTATION FOR A STANDALONE NOISE BARRIER FOR  
CITY PROJECT NO. 2020-11 – TH 52 NOISE BARRIER, BECKMAN NEIGHBORHOOD**

**RESOLUTION NO. 2020-176**

**WHEREAS**, in 2020 City staff received a resident inquiry for noise barriers along TH 52 for the Beckman Avenue neighborhood; and

**WHEREAS**, the Beckman Avenue neighborhood (63<sup>rd</sup> Street to Beckman Avenue) was reviewed, analyzed, and ranked 130 out of 235 locations eligible for funding by MnDOT based on a 2016 study; and

**WHEREAS**, City staff will make a 2020 application to receive the available funding for noise barriers through the Metro Highway Noise Abatement Program which starts receiving applications on September 1st; and

**WHEREAS**, if selected, the noise barrier project would be constructed in 2026; and

**WHEREAS**, the State of Minnesota, acting through its Commissioner of Transportation (MnDOT) and in accordance with Statute 161.125 – Sound Abatement Along Highways, proposed to study, design, and construct a noise wall improvement along the west side of T.H. 52 along the Beckman Avenue area between 63<sup>rd</sup> Street E. and Beckman Avenue within the corporate City of Inver Grove Heights (City) limits; and

**WHEREAS**, the City supports the continued study and design of this noise wall improvement and acknowledges the City's required participation in the costs of the noise wall construction and associated construction engineering in future City Capital Improvement programming.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT:** the application is hereby authorized by the City Council of the City of Inver Grove Heights on September 14, 2020.

1. The City Council supports City Project No. 2020-11 TH 52 Noise Barrier, Beckman Neighborhood.
2. Staff is authorized to submit the application for MnDOT Metro Standalone Noise Barrier for the Beckman Neighborhood.
3. City Project No. 2020-11 will be funded by State Transportation Improvement Fund (STIP) and the Municipal State Aid Fund (MSAS).
4. The City agrees to provide local funding to cover ten percent of the construction cost and eight percent of the construction engineering cost, per the current cost-share policy.

Adopted by the City Council of Inver Grove Heights this 14th day of September 2020

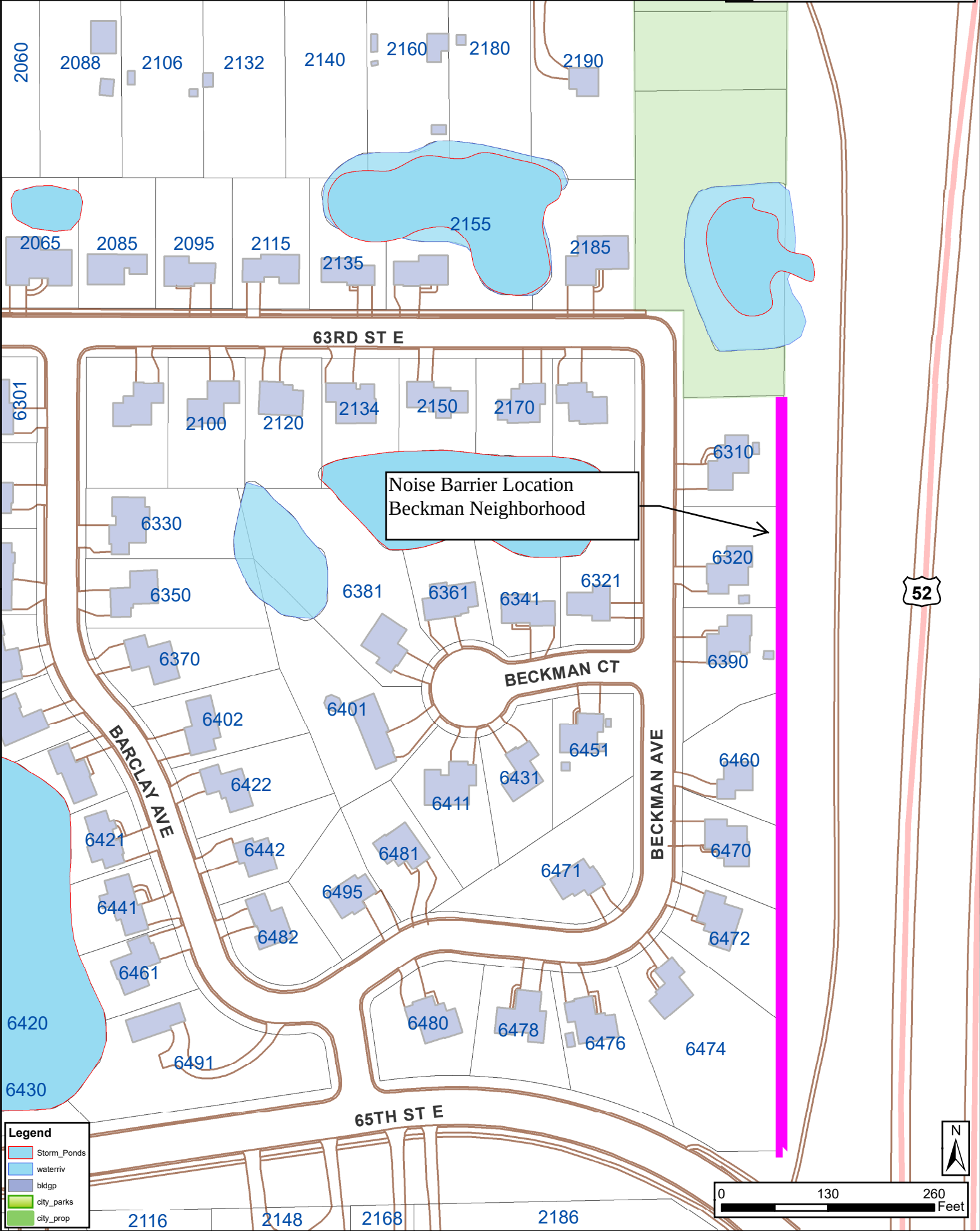
AYES:

NAYS:

ATTEST:

\_\_\_\_\_  
George Tourville, Mayor

\_\_\_\_\_  
Rebecca Kiernan, City Clerk





**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolution Accepting Proposal for Preparation of a Feasibility Study for Argenta Trail Drainage Improvements (69<sup>th</sup> Street to 65<sup>th</sup> Street – Basin F-025)**

Meeting Date: September 14, 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:                  |                                                          |
| <input type="checkbox"/>            | None                                                     |
| <input type="checkbox"/>            | Amount included in current budget                        |
| <input type="checkbox"/>            | Budget amendment requested                               |
| <input type="checkbox"/>            | FTE included in current complement                       |
| <input type="checkbox"/>            | New FTE requested – N/A                                  |
| <input checked="" type="checkbox"/> | Other: County turnback funding, Storm Water Utility Fund |

**PURPOSE/ACTION REQUESTED**

Consider resolution accepting proposal for preparation of a feasibility study for Argenta Trail Drainage Improvements (69<sup>th</sup> Street to 65<sup>th</sup> Street – Basin F-025) Franke Lake.

**SUMMARY**

The City is planning to implement storm water facility improvements along Argenta Trail from 69<sup>th</sup> Street to the north (towards 65<sup>th</sup> Street) as part of the turnback of County Road 63 to the City.

The City requested a proposal from Kimley-Horn and Associates, Inc. to prepare a feasibility study for the Argenta Trail Improvements and drainage along Franke Lake. The City received a proposal (IPO 38) from Kimley-Horn and Associates, Inc for preparation of a feasibility study dated August 17, 2020. The feasibility study will include data collection, preliminary design services and preparation of the feasibility study.

Attached is Kimley-Horn and Associates, Inc.'s proposal for preparation in the amount of \$46,400. We anticipate county turnback funding for the storm water facilities and anticipates that a Joint Powers Agreement may be executed between the City and County to complete the City improvements. Funding for this proposal will come from a combination of Dakota County turnback funding and City Storm Water Utility Fund.

City staff is requesting that Council adopt the resolution approving the proposal from Kimley-Horn and Associates, Inc. for the preparation of a feasibility study for Argenta Trail Drainage Improvements (69<sup>th</sup> Street to 65<sup>th</sup> Street – Basin F-025) in an amount of \$46,400.

TJK/kf

Attachments: Resolution  
 Map (Basin F-025)  
 Proposal



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

**RESOLUTION ACCEPTING PROPOSAL FOR PREPARATION OF A FEASIBILITY STUDY FOR  
ARGENTA TRAIL DRAINAGE IMPROVEMENTS (69<sup>TH</sup> STREET TO 65<sup>TH</sup> STREET – BASIN F-025)**

**RESOLUTION NO. 2020-177**

**WHEREAS**, in anticipation of County turnback of County Road 63 to the City, staff has requested a proposal for drainage improvements on Argenta Trail (69<sup>th</sup> Street to 65<sup>th</sup> Street – Basin F-025); and

**WHEREAS**, Kimley-Horn & Associates, Inc. was asked to submit and did submit a proposal dated August 17, 2020 to conduct a feasibility study to determine stormwater facilities along Argenta Trail between 69<sup>th</sup> Street to 65<sup>th</sup> Street; and

**WHEREAS**, Kimley-Horn & Associates, Inc.'s proposal in the amount of \$46,400 is for engineering services related to data collection and preparation of a feasibility study.

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

1. Kimley-Horn & Associates, Inc.'s proposal in the amount of \$64,400 is hereby accepted for preparation a feasibility study for Argenta Trail Drainage Improvements (69<sup>th</sup> Street to 65<sup>th</sup> Street – Basin F-025).
2. Funding shall come from a financial plan consisting of Dakota County Turnback Funds and City Storm Water Utility Funds.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14<sup>th</sup> day of September 2020

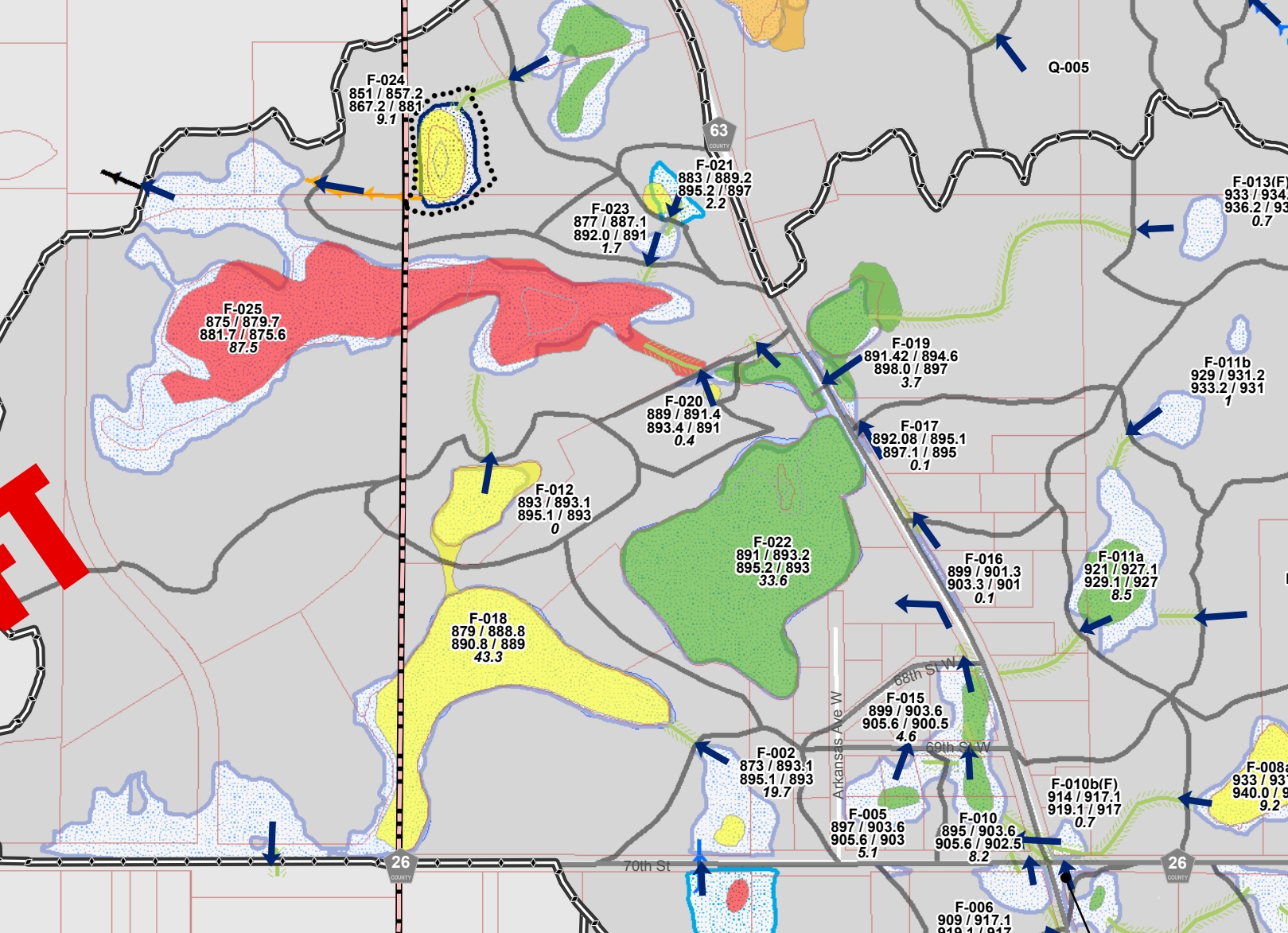
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George Tourville, Mayor

ATTEST:

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Rebecca Kiernan, City Clerk



## INDIVIDUAL PROJECT ORDER NUMBER 38

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: Argenta Trail Drainage Improvements  
69<sup>th</sup> Street to 65<sup>th</sup> Street (Basin F-025)

General Category of Services: Feasibility Study phase and preliminary design services

Specific Scope of Basic Services: Survey of drainage features, analysis and design of drainage system improvements and preparation feasibility report. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Hydrologic/Hydraulic Analysis  
Feasibility Report

Method of Compensation: To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

### ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Sr. Vice President

DATE: \_\_\_\_\_

DATE: August 17, 2020

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 38

ARGENTA TRAIL DRAINAGE IMPROVEMENTS  
69<sup>TH</sup> STREET TO 65<sup>TH</sup> STREET (BASIN F-025)

The City of Inver Grove Heights is planning to implement storm water facility improvements along Argenta Trail from 69<sup>th</sup> Street to the north (towards 65<sup>th</sup> Street) as part of the turnback of County Road 63 to the City. The City anticipates county turnback funding for these storm water facilities and anticipates that a JPA may be needed between the City and County to complete these improvements. The project will require a site survey, hydraulic analysis and preparation of a preliminary design to illustrate the facilities to be built and the necessary easements needed. Kimley-Horn will prepare a feasibility study to describe the required improvements, estimate construction costs, and establish a project financing plan.

## **1. DATA COLLECTION**

### **A. Survey**

A Kimley-Horn sub-consultant will obtain topographic survey information for the proposed improvements. The topographic survey will be used to establish elevations for drainage system features identified in the conceptual layouts completed in early 2020 and other utilities, trees and landscape features that may be impacted by the planned improvements. The following is a summary of the information that will be gathered through the topographic work:

- Surface features such as significant trees, signs, light poles, mailboxes, drive elevations and edge of gravel or paved surfaces
- Existing culvert sizes and elevations, ditch bottom elevations
- Existing pond or outlet structure elevations, water level elevations
- Locate existing property irons and underground utilities (Gopher One Call)
- Survey surface utilities (storm drain, sanitary sewer and watermain structures)
- Establish survey control and set project benchmarks
- Placement of a staff gauge in the waterbody on the John Todd property

We will incorporate the topographic survey identified above into the larger survey database collected in this area through the Dakota County CSAH 26 and CSAH 63 Improvement Project to complete the project drainage analysis.

### **B. Wetland Delineation and Report**

Kimley-Horn will perform a wetland delineation, using Routine Wetland Delineation Methods for the proposed drainage improvement area along Argenta Trail north of CSAH 26. The delineation will be conducted during one on-site visit to determine the jurisdictional wetland boundaries within the project area. The delineation will include documentation of the soils (hand auger), vegetation, and visible hydrology present at the time of the site review. Flags will be placed along the wetland edge demarking the wetland boundary. Wetland flags will be surveyed by GPS. A report documenting the findings, will be prepared and submitted

to the regulatory agencies for concurrence. This task assumes one on-site review with the regulatory agencies to review the delineated wetland boundaries and to discuss the proposed project.

## **2. PRELIMINARY DESIGN AND FEASIBILITY REPORT**

Kimley-Horn will use the data collection results from Task 1 to refine the preliminary design approach and develop a preliminary layout for City approval. We will complete one (1) site visit to review the condition of the existing drainage system and to confirm and identify required critical survey points. We will review the planned drainage improvement features and areas with the City during the site visit or through a virtual meeting. The following subtasks describe our work to develop the Feasibility Report.

### **A. Project Management, Meetings and Public Involvement**

Kimley-Horn will provide overall project management and utilize internal project management tools to monitor budgets, staff roles, and responsibilities for the project. We will communicate project updates directly with the City's project manager.

We will assist City staff with correspondence and coordination with residents and stakeholders within the project area. We have assumed this will include the preparation of up to one (1) letter which will be mailed to residents to inform them of the project and notify them of the topographic survey work. We have assumed that we will prepare the mailings and mail the letters.

We have assumed preparation for and attendance at the following meetings that will be required as part of the Feasibility Report:

- Project stakeholder/resident meetings (3)
- Regular City Council meeting (1)
- Project review meeting with City and County staff (1)

### **B. Hydrologic / Hydraulic Analysis**

We will analyze and refine the preliminary layout of the drainage improvements to meet the elevations and guidelines established in the City's NWA Manual, regional basin map dated June 2014 and the City's PC-SWMM model. The model will be refined to include the available data for existing and proposed culverts, ditch improvements along Argenta Trail and related improvements north to Franke Lake. Our analysis and preliminary design efforts will include recommendations for pipe sizes and inverts, culvert and outlet structure details and erosion control measures in ditches and culvert outlets.

### **C. Develop Proposed Improvements and Prepare Plans**

The Feasibility Report will summarize the findings of the analysis listed above and identify the proposed stormwater improvements to be included as a part of the project. We will prepare preliminary plans for the drainage system improvements, generally assumed to include the following:

1. Replacement of the temporary culvert at 69<sup>th</sup> Street with a permanent culvert and control structure.

2. Replacement of the culverts at: 68<sup>th</sup> Street; the driveway on the 6760 Arkansas Avenue that faces Argenta Trail; and the south driveway at 6689 Argenta Trail.
3. Grading of the ditch between 68<sup>th</sup> Street and Basin F-002 along the northeast boundary of 6760 Arkansas Avenue.
4. Replacement of the outlet control structure for Basin F-020 and the culvert under the north driveway on 6689 Argenta Trail, along with any related ditch cleaning and grading.

We will prepare preliminary construction plans for the identified improvements to an approximate 60% design level. The preliminary plans will include preliminary construction limits and temporary and permanent easements needed for the proposed improvements. Plan sheets listed below are assumed to be included in the preliminary plans:

- Cover Sheet
- Construction Details (special outlet structures)
- Existing Conditions/Removals/Erosion Control Plan
- Grading and Drainage Plan

As part of the plan development, we will provide the City with 60% plans for review. Comments received at 60% will be included in the 60% plan included in the Feasibility Report.

#### **D. Preliminary Cost Estimates**

We will prepare a preliminary engineer's estimate of probable construction costs based on the recommended improvements. We have assumed the cost estimate will be reviewed by City staff during an update meeting and following the submittal of the draft report. We will revise the estimates based on input received.

#### **E. Financing Plan**

We will work with City and County staff to develop a financing plan for the proposed improvements that identifies anticipated funding splits based in part on drainage area contributions to the improved system.

#### **F. Report Preparation**

We will provide a Feasibility Report detailing the results of the work tasks described above. We will provide the City with three (3) copies of a draft report and up to fifteen (15) copies of the final version of the report. We will also provide the City with an electronic copy of the report at the draft and final stages. The draft and final report will be provided to Dakota County Water Resources, MnDOT and other agencies as applicable.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 38

ARGENTA TRAIL DRAINAGE IMPROVEMENTS  
69<sup>TH</sup> STREET TO 65<sup>TH</sup> STREET (BASIN F-025)

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

| <u>Work Task</u>                      | <u>Estimated Fee</u> |
|---------------------------------------|----------------------|
| 1 Data Collection (Survey / Wetlands) | \$ 10,000            |
| 2 Feasibility Report                  | \$ 34,000            |
| Subtotal                              | \$ 44,000            |
| <u>Reimbursable Expenses</u>          | <u>\$ 2,400</u>      |
| Total                                 | \$ 46,400            |

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$46,400 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 38

ARGENTA TRAIL DRAINAGE IMPROVEMENTS  
69<sup>TH</sup> STREET TO 65<sup>TH</sup> STREET (BASIN F-025)

The following is a summary of the proposed schedule for the project:

|                                     |                          |
|-------------------------------------|--------------------------|
| Notice to Proceed                   | August 24, 2020          |
| Site Survey / Field Visit / Meeting | September - October 2020 |
| Complete Drainage Analysis          | October 2020             |
| Council Receives Feasibility Report | November 9, 2020         |
| *Final Design                       | 2021                     |

\*Final Design Phase Services are not included in IPO 38



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolution Accepting Proposal for Regional Basin IGT-B-3 Water Level Management Feasibility Study**

Meeting Date: September 14, 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:

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input checked="" type="checkbox"/> | Other: Stormwater Utility Fund     |

**PURPOSE/ACTION REQUESTED**

Consider resolution accepting proposal for Regional Basin IGT-B-3 Water Level Management Feasibility Study.

**SUMMARY**

On June 22, 2020, Barr Engineering was hired to conduct stormwater modeling on Regional Basin IGT-B-3. On July 13, 2020, a contractor was hired to pump water out of Regional Basin IGT-B-3. On August 10, 2020, Barr Engineering presented a storm water modeling report to City Council. Staff has held three neighborhood meetings with the affected homeowners and received their comments and input. The most recent meeting was held on August 19, 2020 as directed by the Council.

The hydrologic study conducted by Barr Engineering presented seven potential options for managing water levels in the basin or reducing the impacts of high-water levels on shoreline properties. Staff has requested Barr Engineering to conduct a feasibility study to compare potential options for managing high water levels in the IGT-B-3 basin.

Barr Engineering submitted a proposal dated September 8, 2020 to conduct the feasibility study in the amount of \$20,500. Funding will be provided by City's Stormwater Utility Account.

Staff recommends that the Council adopt the resolution accepting the proposal dated September 8, 2020 from Barr Engineering Co. in the amount of \$20,500 for the IGT-B-3 Water Level Management Feasibility Study.

TJK/kf

Attachment: Resolution  
 September 8, 2020 Proposal

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**CONSIDER RESOLUTION ACCEPTING PROPOSAL FOR IGT-B-3 REGIONAL BASIN  
WATER LEVEL MANAGEMENT FEASIBILITY STUDY FROM BARR ENGINEERING**

**RESOLUTION NO. 2020-178**

**WHEREAS**, the watershed for IGT-B-3 consists of single-family buildings with associated drives, and stormwater utilities in the area of 89<sup>th</sup> Street E. and Concord Hills; and

**WHEREAS**, on May 2020, the City was contacted following excessive amounts of rain and subsequent high-water levels and the City has had repeating contacts from residents in the watershed up to September 2020; and

**WHEREAS**, Barr Engineering was hired on June 22, 2020 to conduct stormwater modeling on IGT-B-3; and

**WHEREAS**, on August 10, 2020, Barr Engineering presented a stormwater modeling report to Council; and

**WHEREAS**, based on the stormwater modeling report, staff requested a proposal from Barr Engineering to conduct a water level management feasibility study on IGT-B-3; and

**WHEREAS**, Barr Engineering presented a proposal dated September 8, 2020 to conduct a water level management feasibility study on IGT-B-3.

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

1. The proposal from Barr Engineering Co. is accepted and the City Engineer is authorized to enter into a contract in the amount of \$20,500 for a water level management feasibility study as outlined in their September 8, 2020 proposal.
2. Funding is provided through the City's Stormwater Utility Fund.

Adopted this 14<sup>th</sup> day of September 2020 by the City Council of Inver Grove Heights, MN

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

**Work Order For:  
IGT-B-3 Water Level Management Feasibility Study**

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

**between**

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

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

**Designated Representative:**

Karen Chandler, PE

**Designated Representative:**

Tom Kaldunski, PE

**I. Scope Language**

Barr Engineering Co. (Barr) recently completed a hydrologic study of landlocked basin IGT-B-3 for the City of Inver Grove Heights (City), which presented seven potential options for managing water levels in the basin or reducing the impacts of high-water levels on shoreline properties. Barr understands that after reviewing the hydrologic study summary, the City has requested that Barr perform a feasibility study to compare potential options for managing high water levels in the IGT-B-3 basin. Barr understands that the City wishes Barr to solicit input from property owners within the IGT-B-3 contributing area as part of this study.

The scope of work includes the following tasks:

- Attend and prepare meeting materials for two (2) in-person meetings with City staff and residents.
  - The purpose of the first meeting would be to collaborate with city staff and residents to identify additional options and select up to four (4) options for further investigation.
  - The purpose of the second meeting would be to present preliminary results and solicit feedback regarding the costs and benefits identified for each option that was studied.
- Quantify potential benefits and prepare planning level cost estimates for up to four (4) options for addressing future water level fluctuations in the IGT-B-3 basin. This analysis will include revising the hydrologic modeling to estimate the impact of options on predicted flood elevations.
- Prepare a feasibility report describing study methodology and findings
- Present the preliminary study findings at one (1) in-person city council workshop
- Present the final study findings at one (1) in-person city council meeting

**Deliverables**

Barr will provide the City with the following deliverables:

1. Hard copy maps and digital power point presentation for first meeting with City staff and residents
2. Preliminary feasibility report summarizing costs and benefits of up to four (4) alternatives
3. Final feasibility report
4. Stormwater model and subwatershed (GIS-based) files (if requested)

## **II. Maximum Compensation and Assumptions ("Service Assumptions") Upon Which Maximum is Based**

For the services referenced above, you will pay us for time and expenses not to exceed \$20,500 without prior approval, in accordance with the referenced Master Service Agreement. The scope of services assumes the following:

1. Meetings with City staff (other than the previously described public meetings) will be held virtually using Microsoft Teams
2. Response to one round of City staff comments on the preliminary report; responses to additional rounds of City staff comments are not included in the scope.

## **III. Schedule and Assumptions Upon Which Schedule is Based**

The following schedule is dependent upon the City providing a notice to proceed by September 15, 2020:

- Barr will provide an initial summary of the cost and benefits analysis for up to four (4) alternatives to City staff by October 23, 2020
- Barr will provide the preliminary report for City staff review by November 20, 2020
- Barr will incorporate City staff comments and provide the final report within two weeks of receiving comments.

ACCEPTED AND AGREED TO:

BARR ENGINEERING CO.

City of Inver Grove Heights

By: Karen L. Chandler

By: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

Date: September 8, 2020

Date: \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail)**

Meeting Date: September 14, 2020  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Jacob Moser, Civil Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

| Fiscal/FTE Impact:                  |                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | None                                                                                              |
| <input type="checkbox"/>            | Amount included in current budget                                                                 |
| <input type="checkbox"/>            | Budget amendment requested                                                                        |
| <input type="checkbox"/>            | FTE included in current complement                                                                |
| <input type="checkbox"/>            | New FTE requested – N/A                                                                           |
| <input checked="" type="checkbox"/> | Other: Pavement Management Fund, Franchise Fee Funds, Sewer Fund, Water Fund, Special Assessments |

**PURPOSE/ACTION REQUESTED**

Consider resolutions calling for hearing on proposed assessments, declaring costs to be assessed, and ordering preparation of proposed assessments for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

**SUMMARY**

The improvements were ordered as part of the 2020 Pavement Management Program. The contract was awarded in the amount of \$632,310.20 to Valley Paving, Inc., on April 27, 2020 for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

Based on the final contract price and including indirect project costs, the total project cost for City Project No. 2019-09C is \$643,595 and proposed final assessments are \$246,766. A final assessment roll has been prepared per City policy. The proposed assessments fund 47% of the cost for the street and stormwater portion of the project. An amount equivalent to what abutting MnDOT right-of-way would be assessed, if it could be assessed, will be paid by City Pavement Management Fund.

The per-policy assessment amount of \$45.92/front foot for a non-single-family parcel averages \$0.09/square-foot (ranging from \$0.04 - \$0.33/square-foot) for street and storm water facility improvements. The independent appraiser's special benefit analysis recommended an assessment cap of \$1.00/square-foot of non-single-family parcel for street and storm water improvements. The proposed assessments are the lower amount between the per policy and assessment cap.

The total project cost of \$643,595 is lower than the \$951,066 Revised feasibility study estimate. The total project cost savings is the result of field conditions not warranting full depth pavement corrections or use of construction contingencies.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessments, declaring the costs to be assessed, and ordering preparation of the proposed assessments for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

JDM/kf

Attachments: Resolutions  
 Final Assessment Map  
 Final Assessment Roll

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

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

**2020 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2019-09C – CAHILL AVENUE MILL AND OVERLAY  
(CONCORD BOULEVARD TO INVER GROVE TRAIL)**

**RESOLUTION NO. 2020-179**

**WHEREAS**, by a resolution of the City Council on Monday, September 14, 2020, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

**2020 Pavement Management Program**

**City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail)**

**WHEREAS**, the project improvements include: roadway improvements (bituminous removal, and bituminous pavement), milling, spot concrete curb and gutter removal and replacement, spot full depth pavement replacement, bituminous trail, pedestrian ramp improvement, storm sewer casting adjustments and chimney repair, sanitary sewer casting adjustments and chimney improvements, water main casting adjustments, bituminous trail, pedestrian ramp improvement, appurtenances and restoration on the following streets: Cahill Avenue from Concord Boulevard to Inver Grove Trail, Cafferty Court from Cahill Avenue to its west terminus, and Old Concord Boulevard from Cahill Avenue to 400-feet east of Cahill Avenue.

**WHEREAS**, the total project cost for City Project No. 2019-09C is \$643,595.

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

1. The amount to be specially assessed for City Project No. 2019-09C is hereby declared to be \$246,766.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14<sup>th</sup> day of September 2020

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

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

**RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS**

**2020 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2019-09C – CAHILL AVENUE MILL AND OVERLAY  
(CONCORD BOULEVARD TO INVER GROVE TRAIL)**

**RESOLUTION NO. 2020-180**

**WHEREAS**, by a resolution of the City Council on Monday, September 14, 2020, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

**2020 Pavement Management Program**

**City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail)**

**WHEREAS**, the project improvements include: roadway improvements (bituminous removal, and bituminous pavement), milling, spot concrete curb and gutter removal and replacement, spot full depth pavement replacement, bituminous trail, pedestrian ramp improvement, storm sewer casting adjustments and chimney repair, sanitary sewer casting adjustments and chimney improvements, water main casting adjustments, bituminous trail, pedestrian ramp improvement, appurtenances and restoration on the following streets: Cahill Avenue from Concord Boulevard to Inver Grove Trail, Cafferty Court from Cahill Avenue to its west terminus, and Old Concord Boulevard from Cahill Avenue to 400-feet east of Cahill Avenue.

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

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

1. A hearing shall be held on Monday, October 12, 2020 in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14<sup>th</sup> day of September 2020

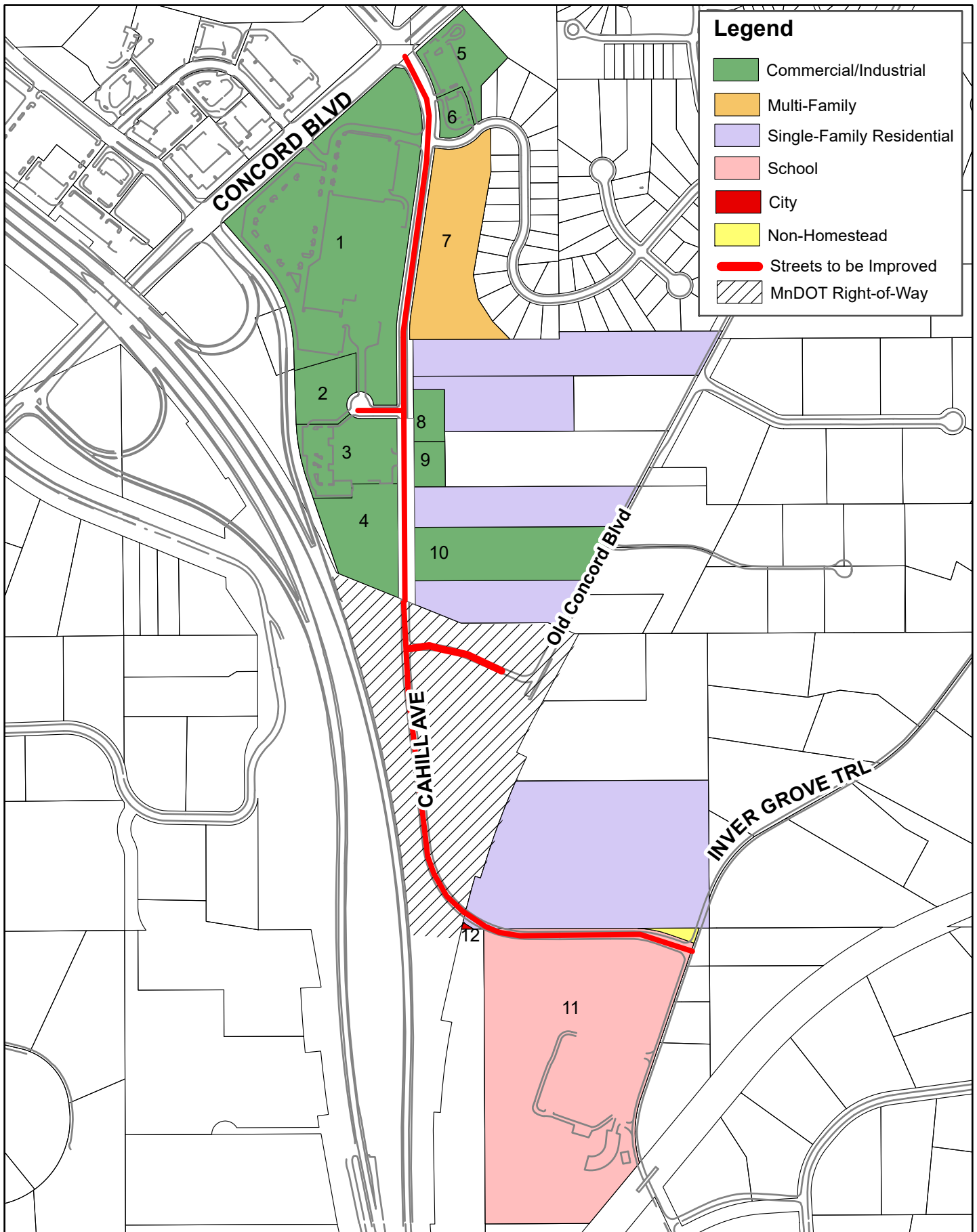
AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk



9/9/20

City Project No. 2019-09C  
 Mill and Overlay - Cahill Avenue  
 (Concord Blvd. to Inver Grove Trl.)  
 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. 2019-09C - CAHILL MILL AND OVERLAY  
(CONCORD BLVD. TO INVER GROVE TRL)**

**FINAL ASSESSMENT ROLL 9-14-2020**

| PID NO.      | MAP NO. | PROPERTY TYPE | NAME                        | HOUSE NO. | STREET NAME      | PER POLICY ASSESSMENT | ESTIMATED BENEFIT CAP | PROPOSED ASSESSMENT |
|--------------|---------|---------------|-----------------------------|-----------|------------------|-----------------------|-----------------------|---------------------|
| 201190001010 | 1       | COMM          | WAL-MART STORES INC         | 9165      | CAHILL AVE       | \$75,447.00           | \$731,364.84          | \$75,447.00         |
| 201190000010 | 2       | COMM          | WAL-MART STORES INC         |           |                  | \$5,493.76            | \$70,783.66           | \$5,493.76          |
| 201190101010 | 3       | COMM          | 9273 CAHILL AVE LLC         | 9273      | CAFFERTY CT      | \$17,226.48           | \$134,449.83          | \$17,226.48         |
| 201100001010 | 4       | INDUSTRIAL    | HALLBLADE PROPERTIES LLC    | 9485      | CAHILL AVE       | \$23,463.60           | \$137,039.82          | \$23,463.60         |
| 201831001010 | 5       | COMM          | CONCORD CROSSROADS 2004 LLC | 9008--72  | CAHILL           | \$10,117.88           | \$98,411.50           | \$10,117.88         |
| 201831001020 | 6       | COMM          | RIVER COUNTRY COOPERATIVE   | 9072      | CAHILL AVE       | \$8,234.90            | \$27,697.18           | \$8,234.90          |
| 201177601010 | 7       | MFR           | DAKOTA COUNTY CDA           | 9170      | CAHILL AVE       | \$38,002.20           | \$248,321.79          | \$38,002.20         |
| 206777501020 | 8       | COMM          | SHORT PROPERTIES LLC        | 9332      | CAHILL AVE       | \$10,673.91           | \$32,400.20           | \$10,673.90         |
| 206777500010 | 9       | COMM          | CHRIS SHORT (VACANT LOT)    |           |                  | \$9,346.51            | \$4,000.00            | \$4,000.00          |
| 200220027040 | 10      | COMM          | MICHAEL E CASSIDY           | 9431      | OLD CONCORD BLVD | \$11,019.66           | \$202,589.04          | \$11,019.66         |
| 200220055011 | 11      | SCHOOL        | INDEPENDENT SCHOOL DIST 199 | 9875      | INVER GROVE TRL  | \$40,498.16           | \$980,467.86          | \$40,498.16         |
| 200220054012 | 12      | CITY          | CITY OF INVER GROVE HEIGHTS |           |                  | \$2,588.24            | N/A                   | \$2,588.24          |
| ROW          | N/A     | MnDOT         | MnDOT RIGHT-OF-WAY          |           |                  | \$168,784.41          | N/A*                  | \$0.00              |

**\$420,896.70**

**\$246,765.78**

**STREET & STORM PROJECT COST: \$526,121**

**80.00%**

**46.90%**

\*Note: There is 3,676-feet of Mn/DOT right-of-way on this project. Mn/DOT right-of-way is non-assessable. An amount equivalent to what the Mn/DOT property would be assessed will be paid by City Pavement Management Fund.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider a Resolution Ordering Feasibility Study, Accepting Engineering Services Proposal from Short Elliot and Hendrickson, Inc. (SEH), Authorizing Assessment Benefit Analysis, and Authorizing Geotechnical Services for City Project No. 2021-09D Bryant Lane Area Improvements (aka Majestic Woodlands)**

Meeting Date: September 14, 2020  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, City Engineer  
 651.315.6336  
 Prepared by: Steve W. Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

|                                     |                                                                                                |
|-------------------------------------|------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | None                                                                                           |
| <input type="checkbox"/>            | Amount included in current budget                                                              |
| <input type="checkbox"/>            | Budget amendment requested                                                                     |
| <input type="checkbox"/>            | FTE included in current complement                                                             |
| <input type="checkbox"/>            | New FTE requested – N/A                                                                        |
| <input checked="" type="checkbox"/> | Other: Special Assessments, Pavement Management Fund, Franchise Fees, Utility Funds and Grants |

**PURPOSE/ACTION REQUESTED**

Consider a resolution ordering feasibility study, accepting engineering services proposal from Short Elliot Hendrickson, Inc. (SEH), authorizing assessment benefit analysis, and authorizing geotechnical services for City Project No. 2021-09D Bryant Lane Area Improvements

**SUMMARY**

The project was initiated by Council as part of the approved 2020-2024 Capital Improvement Plan that identifies Majestic Woodlands development (CP 2021-09D) as a potential 2021 pavement management project. Majestic Woodlands will hereon be referred to as City Project No. 2021-09D Bryant Lane Area Improvements. There are 45 single family properties within the proposed project area of Blackberry Trail, Bryant Lane, Bradbury Court, and Burke Trail.

A proposal for the engineering services in the amount of \$108,500 was received from Short Elliot and Hendrickson, Inc., a member of the City's consulting engineer pool. They will prepare a feasibility study for the project to determine the most feasible pavement rehabilitation method, project costs and funding. Staff has selected SEH from its consulting pool of engineering firms based on their project approach, understanding of the scope of work, the expertise of their project team, the proposed cost of their services and their knowledge of the City's engineering standards.

It is necessary to conduct additional geotechnical investigation of the area streets by use of potholing and testing of the bituminous, gravel and subgrade soils to determine the most feasible pavement rehabilitation strategy. We have completed preliminary soil borings which provide the City a general overview of the conditions.

Metzen Appraisal Services has provided a proposal to conduct an assessment benefit analysis on the project in the amount of \$6500. The City Attorney will be authorized to provide his services on the project.

I recommend passage of the resolution ordering feasibility study, accepting engineering services proposal from Short Elliot Hendrickson, Inc. (SEH) in the amount of \$108,500, authorizing assessment benefit analysis by Metzen Appraisal Services in the amount of \$6,500, and authorizing staff to obtain geotechnical services for City Project No. 2021-09D Bryant Lane Area Improvements

SWD/kf

Attachments: Resolution  
 Map  
 Proposals from SEH and Metzen Appraisal Services

**DAKOTA COUNTY  
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION ORDERING FEASIBILITY STUDY, ACCEPTING ENGINEERING SERVICES  
PROPOSAL FROM SEH, AUTHORIZING ASSESSMENT BENEFIT ANALYSIS, AND AUTHORIZING  
GEOTECHNICAL SERVICES FOR CITY PROJECT NO. 2021-09D**

**RESOLUTION NO. 2020-181**

**WHEREAS**, it is proposed to make improvements and to assess or tax the benefited properties for all or a portion of the cost of said improvement, pursuant to Minnesota Statutes, Section 429.111 to 429.111 (Laws 1953, Chapter 398, as amended) and Section 103B.201 and 103B.251 as follows:

| <u>Project No.</u> | <u>Improvements</u>                                    |
|--------------------|--------------------------------------------------------|
| 2021-09D           | Bryant Lane Area Improvements (aka Majestic Woodlands) |

**WHEREAS**, the City has requested and received an engineering services proposal from Short Elliot Hendrickson, Inc. in the amount of \$108,500; and

**WHEREAS**, the City has requested and received an appraiser's special benefit analysis proposal from Metzen Appraisal Services in the amount of \$6,500; and

**WHEREAS**, the project was initiated by Council as part of the approved 2020-2024 Capital Improvement Plan that identifies Majestic Woodlands development (CP 2021-09D) as a potential 2021 pavement management project and Majestic Woodlands will hereon be referred to as City Project No. 2021-09D Bryant Lane Area Improvements

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

1. The Public Works Director is hereby authorized to prepare the feasibility report, conduct the assessment benefit analysis, conduct geotechnical investigations, and complete related professional engineering services on the proposed street improvements.
2. Staff and Short Elliot Hendrickson, Inc. (SEH) are authorized to prepare the feasibility report, provide a topographic survey the project, and prepare preliminary design.
3. The City Attorney is hereby authorized to assist the City Engineer on this project and provide land acquisition services.
4. Metzen Appraisal Services is authorized to complete a special benefit analysis.
5. Project funding is provided through the Pavement Management Fund, special assessments, franchise fee, utility funds and grants.

Adopted this 14<sup>th</sup> day of September 2020 by the City Council of Inver Grove Heights, MN

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk



Building a Better World  
for All of Us®

September 9, 2020

RE: City of Inver Grove Heights, Minnesota  
Bryant Lane Area Improvements (a.k.a. Majestic  
Woodlands)  
City Project No. 2021-09D  
SEH No. INVER 156759 14.00

Mr. Tom Kaldunski, PE  
City Engineer  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077-3410

Dear Mr. Kaldunski:

SEH appreciates the opportunity to provide professional services to the City of Inver Grove Heights for the Bryant Lane Area Improvements to rehabilitate streets within the CP 2021-09D Majestic Woodlands Plat. The City has requested a proposal and scope of work that includes project management, topographic surveying, the preparation of a feasibility study, preliminary design, final design and construction administration. This letter proposal serves as our Supplemental Letter Agreement in accordance with the Agreement for Professional Services between the City and SEH dated January 10, 2011 and Addendum #1 to that agreement.

Our project understanding, proposed scope of services, schedule and estimated fee and expenses are detailed below:

## **PROJECT UNDERSTANDING**

The City has identified the rehabilitation of streets within the Majestic Woodlands development identified in the 2020 Capital Development Plan. We met with City Engineering Division staff on August 10, 2020 to discuss the project.

## **SCOPE OF WORK**

### **Task 1 – Project Management/Public Involvement**

SEH will coordinate with the City's project manager on a regular basis to discuss design decision and progress throughout the project. We will provide project management of the day to day activities and tasks throughout the project and prepare monthly billing invoices.

We will attend two (2) public open house meetings to discuss the project. We assumed that these meetings will be with project residents and occur during the preparation of the feasibility report.

We will also attend up to three (3) city council meetings for the project. It is assumed that these will likely include the Improvement and Assessment Hearings. SEH will assist city staff in preparation for the meetings and attend the meeting to answer questions on the project and/or assessments.

We will assist City staff with correspondence and coordination with residents within the project area. We have assumed this will include up to five (5) field visits with property owners and the preparation of a resident/property survey letter which will be mailed to residents to gather unique site/property information (ie irrigation systems, invisible fences, unique landscaping) that will need consideration during final design and construction. The letter will also provide the residents with project information. We will coordinate the mailings, provide postage and mail the letters to up to 60 residents. We have assumed the City will provide the property owner addresses.

Engineers | Architects | Planners | Scientists

**Short Elliott Hendrickson Inc.**, 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

We have assumed we will prepare for and conduct up to four (4) meetings with City staff through the final design process of the project. Those meetings are anticipated to be:

- Final design kick-off meeting
- 60% plan review meeting
- 95% plan review and specifications/special provisions meeting
- Final redlines/review comments meeting

#### **Task 2 – Preliminary Survey**

SEH will provide preliminary surveying services of the project area. The survey will include obtaining horizontal control and gather topographic, profile and cross-section information. The survey will also locate existing property lines, underground utilities (coordinate a Gopher One Call) and survey sanitary, storm and water main structures.

With a majority of the existing curb & gutter to remain in place as part of these improvements, the detail of the topographic survey will be scaled back to include street profiles, intersection grades as well as driveway cross sections. We do not anticipate needing to complete a full topographic survey with cross section shots approximately every 100 feet.

#### **Task 3 – Geotechnical Investigation**

The Majestic Woodlands Neighborhood was included in a 2018 geotechnical investigation Braun Intertec completed for several portions of the City. The investigation included four (4) pavement cores and five (5) borings being taken. The City has requested further field investigation be completed to confirm the existing pavement, gravel, and subgrade soils conditions. The City would like SEH to coordinate a geotechnical test pits in the Majestic Woodlands Area as part of the feasibility report effort. The geotechnical test pits investigation will include coordinating with a local contractor to dig up to eight (8) 3-foot by 3-foot holes in the existing pavement and to an approximate depth of 3-feet. We will also coordinate with a geotechnical firm to gather soil samples of the subgrade soils at each pothole for testing. We have included \$5,500 in this estimate to cover this effort.

#### **Task 4 – Feasibility Report**

##### ***4a. Preliminary Stormwater Analysis***

We will complete a preliminary analysis of the existing stormwater management system within the project area. As part of our field review, we will identify potential problem areas and look for opportunities to incorporate water quality treatment systems into the project.

We will identify potential locations for stormwater treatment (infiltration or filtration) practices to meet the City's 1-inch treatment goal. We will identify potential treatment system both on a small scale, such as the City's rain water garden program, and on a larger scale such as hydrodynamic separator or pond updates. The Majestic Woodlands Neighborhood drains towards the northeast portion of the city, to South St. Paul and ultimately into the Mississippi River. The City would like to investigate the possibility of including BMPs that could qualify for Point Source Implementation Grant (PSIG) funds or other cost share grant opportunities. Proposed BMP's will be evaluated for their potential to qualify for potential PSIG or other applicable grant funds as part of this effort.

##### ***4b. Proposed Improvements***

The Majestic Woodlands Development was originally constructed in the mid 1990's. Given the age and material used for the sanitary sewer and water main in this project area, we do not anticipate major improvements to either system as part of this project. As part of the feasibility report, we will perform the following analysis:

##### ***Sanitary Sewer Mains***

The existing sanitary sewer in the Majestic Woodlands Development project area is PVC pipe with precast concrete manholes and we are not aware of any significant issues. As part of the feasibility report effort we will discuss with public works any known sanitary sewer issues in this project that need to be addressed as part of these improvements. We anticipate the existing sanitary sewer manholes will all receive new castings,

adjusting rings and an external seal. Beyond that the existing system should be good condition and not require replacement.

#### ***Water Main***

Based on the as-built drawings, the existing water main system in the Majestic Woodlands Development project area is ductile iron pipe (DIP) and we are not aware of any issues with the existing system. As part of the feasibility report effort we will discuss with public works any known water main issues in the project area. We anticipate proposed improvements could include bolt replacement on existing gate valves and possibly some hydrant and/or gate valve replacements. Beyond that the existing system should be good condition and not require replacement.

#### ***Storm Sewer***

The preliminary stormwater analysis will identify improvements that will be included in the feasibility report. We will also identify the permits and critical permit application schedules that will apply to the proposed improvements. We will also review possible treatment system options with the Dakota County SWCD to assess the potential for cost share funds to be used on the project as well as potential PSIG opportunities.

A quantity takeoff will be completed and a preliminary engineer's estimate of probable construction costs for the improvements identified as part of the study. City staff will then prepare the preliminary assessment role based on the preliminary cost estimate. We assume the City will also hire the appraiser to complete a special benefit analysis identifying sustainable assessment amounts per MN State Statute 429.

Once the preliminary assessment role is prepared we will prepare the feasibility report detailing the results of the work task outlined above. We will provide the City with three (3) copies of the draft report and fifteen (15) copies of the final report. We will also provide the City with an electronic copy of the final report. We have assumed attending two (2) meetings with City staff to discuss the study results prior to finalizing the feasibility report. We have also assumed attending two (2) informational meeting with staff and residents, and up to three (3) city council meeting to present the feasibility report.

### **PRELIMINARY DESIGN/PRIVATE UTILITY COORDINATION**

During the preparation of the feasibility report, we will coordinate with private utilities following the City's seven step Utility Coordination Sheet. Once proposed improvements are identified for the feasibility report we will coordinate a meeting with private utilities to discuss the project and any relocations/improvements of their facilities that will need to be completed prior to start of construction of the City Improvements. The information available at the utility meeting would include the recommended street rehabilitation improvements along with sanitary sewer, water main and/or storm sewer improvements.

#### **Task 5 – Final Design**

We will prepare the final construction plans that include plan and profile information for the roadway, utility and storm water improvements and are anticipated to include the following plan sheets:

- Title Sheet
- Statement of Estimated Quantities
- Typical Sections and Details
- Alignment Plan
- Removals and Erosion Control
- Street and Storm Sewer Plan & Profile
- Cross Sections (50 foot intervals and all driveways)

During the plan development SEH will provide the City with 60% plans that will include plan & profile information for the utility improvements as well as plan & profile and cross section information for the roadway for review. 60% comments received from the City will be incorporated into a 95% submittal of all plans and specifications to City staff for final review.

Specifications and contract documents will be prepared, a quantity takeoff will be completed and an engineer's estimate and bid form will be developed from the final plans. Required permitting will be prepared and submitted to the necessary agencies. In addition SEH will prepare a SWPPP and a NPDES permit application for the project. We understand that the City or construction contractor will pay all necessary permit application fees.

During final design and construction, SEH will coordinate with private utilities following the City's seven step Utility Coordination Sheet. We will conduct two (2) meeting with private utility companies prior to the pre-construction meeting to discuss the project.

#### **Task 6 – Bidding Assistance**

We will produce a PDF version of the plans and specification to be uploaded to QuestCDN. We assume reproduction of up to four (4) sets of plans and specification for City staff use.

We will prepare the advertisement for bids and submit the ad to be required publications, create and issue addend (if needed), answer bidders questions, complete virtual bid opening with the City, review and tabulate the bid results, prepare a letter of award recommendation to the City and prepare and forward the notice of award and contract agreement to the contractor.

#### **Task 7 – Construction Staking**

SEH will provide a survey crew to provide the construction staking for the project. Staking for this project is anticipated to include horizontal control, storm sewer stakes, curb & gutter stakes. Cut sheets will also be provided to the City by the SEH survey crew. All survey coordination for construction staking will be between the survey crew chief and the City.

#### **Task 8 – Construction Administration**

A resident project representative (RPR) is not included in this scope. SEH would be happy to provide an RPR for this project should the City need one. However, SEH will provide construction administration for the City during construction. This administration will include:

- Coordination of and attendance at the pre-construction conference by the Project Manager
- Review and approve shop drawings and submittals
- Review contractor applications for payment
- Communications with the City during construction to answer design related questions
- Attendance at weekly construction meetings (up to 14)
- Preparation of Record Plans following construction close-out.

### **SCHEDULE**

The following is a summary of the proposed schedule for the project:

|                                                              |                           |
|--------------------------------------------------------------|---------------------------|
| Authorization to proceed with feasibility report.....        | September 14, 2020        |
| Draft feasibility report to city staff .....                 | October 16, 2020          |
| Neighborhood open house meeting (Feasibility).....           | Late October              |
| City Council receives feasibility report .....               | November 9, 2020          |
| Order Improvement hearing                                    |                           |
| Authorize preparation of plans & specs                       |                           |
| Neighborhood Information meeting .....                       | 1st Week of December 2020 |
| Public Improvement Hearing and Authorize ad for bid .....    | December 14, 2020         |
| Bid Opening.....                                             | January 2021              |
| Council Receives Bids and Schedules Assessment Hearing ..... | February 8, 2021          |
| Council holds Assessment Hearing .....                       | March 8, 2021             |
| City Council awards contract.....                            | April 12, 2021            |
| Start construction .....                                     | April/May 2021            |
| Construction substantially complete.....                     | September 10, 2021        |

## COMPENSATION

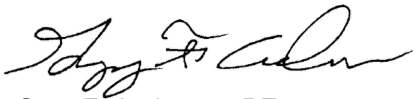
SEH proposes to complete all the services listed in this scope of work on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage and equipment. The following is a summary of our estimated costs for the scope of services:

|    | Work Task                               | Estimated Fee    |
|----|-----------------------------------------|------------------|
| 1. | Project Management / Public Involvement | \$8,500          |
| 2. | Topographic Survey                      | \$7,000          |
| 3. | Geotechnical Investigation              | \$5,500          |
| 4. | Feasibility Study and Report            | \$14,400         |
| 5. | Final Design                            | \$48,000         |
| 6. | Bidding Assistance                      | \$4,200          |
| 7. | Construction Staking                    | \$9,500          |
| 8. | Construction Administration             | \$11,400         |
|    | <b>Total Estimated Fees</b>             | <b>\$108,500</b> |

Our total estimated cost for the scope of services included in the letter proposal is \$108,500 including all labor and reimbursable expenses. We will provide a separate letter proposal for final design and construction services once the feasibility report is accepted by the council and the improvements are ordered. At that time, the project scope will be better defined.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Greg F. Anderson, PE  
Project Manager  
(Lic. MN)

ah

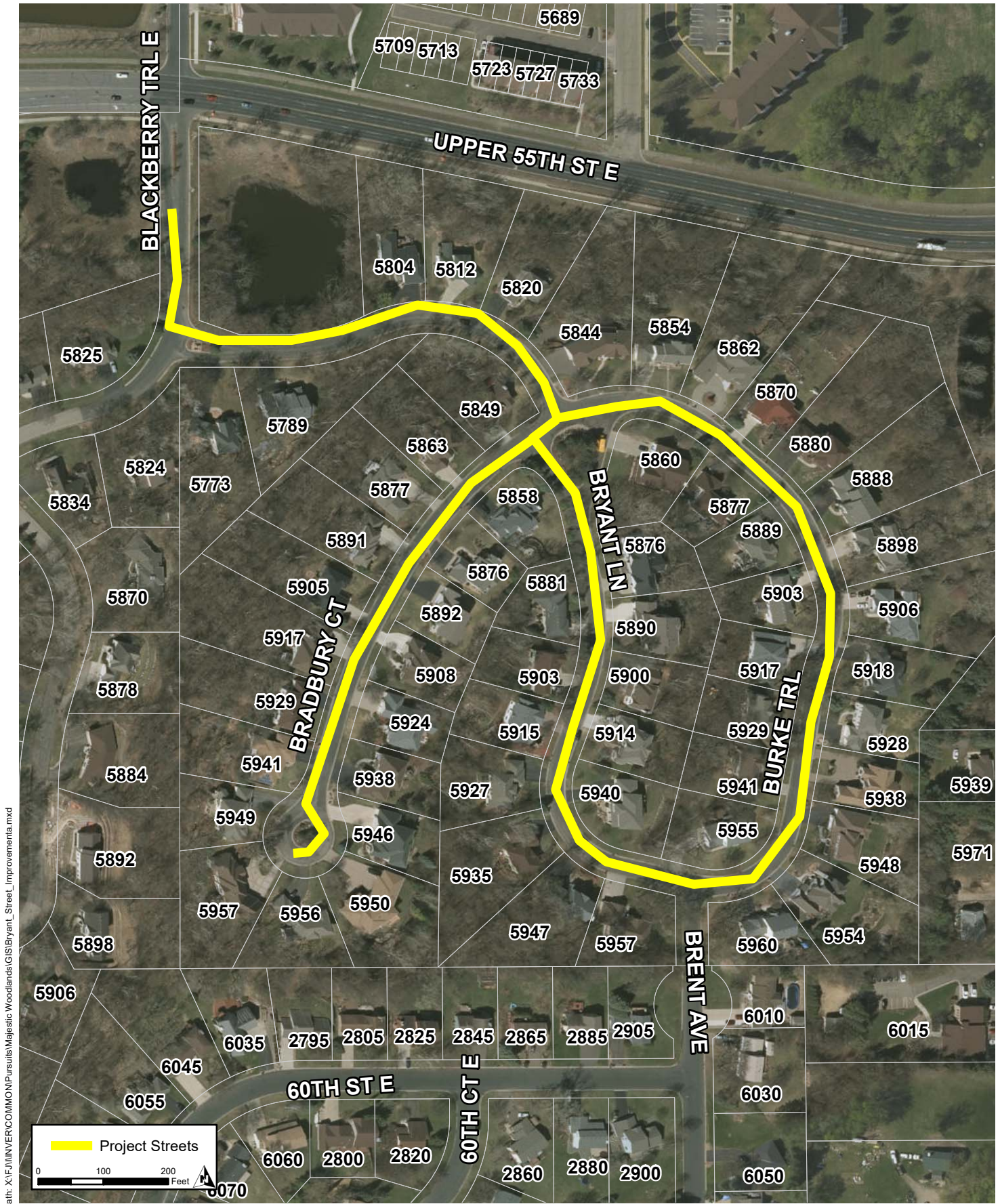
c: Steve Dodge, City of Inver Grove Heights  
x:\ff\inver\common\pursuits\majestic woodlands\bryant lane area imp proposal.docx

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020

City of Inver Grove Heights, Minnesota

by: \_\_\_\_\_





Print Date: 9/8/2020

## Bryant Lane Area Improvements Inver Grove Heights, Minnesota

City Project Number: 2021-09D

FIGURE 1

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.



Thomas Kaldunski, P.E.

I have reviewed the area as well as the scope of the project CP 2021-09D Bryant Lane Area Improvements( aka Majestic Woodlands). Based on the information provided I can provide a Benefit Analysis Report for this project at a cost of \$6,500.00. Please contact me if you have any questions.

Regards,

Laurence M Danich

Metzen Realty and Associates CO.

Tel: 651-455-2214

Cell: 612-961-0422

Fax: 651-455-2729

Email: lmdanich@yahoo.com

**METZEN REALTY AND ASSOCIATES CO.**

412 SOUTHVIEW BLVD. / SOUTH SAINT PAUL / MINNESOTA 55075 / PHONE: 651-455-2214 • FAX: 651-455-2729

[www.MetzenRealty.com](http://www.MetzenRealty.com)

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolution Accepting Quotes and Awarding Project for City Project No. 2020-07 – River Road Culvert Repair**

Meeting Date: September 14, 2020  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Jake Moser, Civil Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input checked="" type="checkbox"/> | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input checked="" type="checkbox"/> | Other: Stormwater Utility Fund     |

**PURPOSE/ACTION REQUESTED**

Consider resolution accepting quotes and awarding project for City Project No. 2020-07 – River Road Culvert Repair.

**SUMMARY**

A 72-inch diameter corrugated metal culvert beneath River Road is corroded and failing. The Engineering division reviewed repair alternatives and requested contractor quotes to remove the existing pipe and install a reinforced concrete pipe per City standard specifications.

Two contractors were solicited to quote this project. The quotes are as listed:

Dahn Construction Co. \$43,292.00  
 KK Specialized Services \$74,508.50

Staff has reviewed the quotes and recommends awarding the project to Dahn Construction Co. in the amount of \$43,292.00. The work is expected to complete within a month, weather permitting.

I recommend that the City Council adopt the resolution accepting the quotes and awarding the project to Dahn Construction Co. in the amount of \$43,292.00. An additional cost for 10% project contingencies in the amount of \$4,329.00 will be included for a total project budget of \$47,621.00. This work will be funded through the Stormwater Utility Fund.

JM/me

Attachments: Resolution  
 Location Map and Plan



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

**RESOLUTION ACCEPTING QUOTES AND AWARDING CONTRACT FOR CITY PROJECT  
NO. 2020-07 – RIVER ROAD CULVERT REPAIR**

**RESOLUTION NO. 2020-182**

**WHEREAS**, pursuant to a request for quotes for the River Road Culvert Repair, quotes were received as follows:

| <u>Contractor</u>       | <u>Quote</u> |
|-------------------------|--------------|
| Dahn Construction Co.   | \$43,292.00  |
| KK Specialized Services | \$74,508.50  |

**WHEREAS**, Dahn Construction Co., submitted the low quote for City Project No. 2020-07 – River Road Culvert Repair in the amount of \$43,292.00.

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

1. The City hereby awards a contract to Dahn Construction Co. for City Project No. 2020-07 – River Road Culvert Repair according to plans in the amount of \$43,292.00.
2. The quote amount of \$43,292.00 and \$4,329.00 in project contingency funds for a total project budget of \$47,621.00 shall be provided through the Stormwater Utility Fund.

Adopted by the City Council of Inver Grove Heights this 14<sup>th</sup> day of September 2020

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

# River Road Culvert Replacement

Inver Grove Heights  
Public Works, 2020

DICKMAN TRL

RIVER RD

## Legend

Storm Building

## Storm Catch Basin

<all other values>

## Catch Basin Type

HIGH CAPACITY CATCH BASIN

CATCH BASIN MANHOLE

CATCH BASIN

Sump Baskets

Trench Drains

Type G

Storm Control Structure

Storm Environmental Structure

LS Storm Lift Station

Storm Manhole

Storm Valve

Storm Apron

Storm Tracer Box

Storm Clean Out

Storm Critical Water Level

Storm High Water Level

Storm Pipes

Storm Pond

bldgp

Dakota\_base\_aerialphotography\_2017\_fall.sid

RGB

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Remove and Dispose of 54LF-72" CMP  
Furnish and Install 55LF -72" RCP  
Place seepage collar  
Tie all pipe



0 100 200  
Feet

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolution Accepting Quotes and Awarding Project for City Project No. 2020-08 – Old Concord Boulevard Washout Repair**

Meeting Date: September 14, 2020  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Jake Moser, Civil Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input checked="" type="checkbox"/> | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input checked="" type="checkbox"/> | Other: Stormwater Utility Fund     |

**PURPOSE/ACTION REQUESTED**

Consider resolution accepting quotes and awarding project for City Project No. 2020-08 – Old Concord Boulevard Washout Repair.

**SUMMARY**

On July 1, 2020, City Street Maintenance discovered a slope washout on Old Concord Boulevard due to a large rain event. The Engineering division reviewed alternatives and requested contractor quotes to repair and stabilize the slope washout.

Two contractors were solicited to quote this project. The quotes are as listed:

Dahn Construction Co. \$12,925.00  
 KK Specialized Services \$15,450.00

Staff has reviewed the quotes and recommends awarding the project to Dahn Construction Co. in the amount of \$12,925.00. The work is expected to complete within a month, weather permitting.

I recommend that the City Council adopt the resolution accepting the quotes and awarding the project to Dahn Construction Co. in the amount of \$12,925.00. This work will be funded through the Stormwater Utility Fund.

JM/me

Attachments: Resolution  
 Location Map

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

**RESOLUTION ACCEPTING QUOTES AND AWARDING CONTRACT FOR CITY PROJECT  
NO. 2020-08 – OLD CONCORD BOULEVARD WASHOUT REPAIR**

**RESOLUTION NO. 2020-183**

**WHEREAS**, pursuant to a request for quotes for the Old Concord Boulevard Washout Repair, quotes were received as follows:

| <u>Contractor</u>       | <u>Quote</u> |
|-------------------------|--------------|
| Dahn Construction Co.   | \$12,925.00  |
| KK Specialized Services | \$15,450.00  |

**WHEREAS**, Dahn Construction Co., submitted the low quote for City Project No. 2020-08 – Old Concord Boulevard Washout Repair in the amount of \$12,925.00.

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

1. The City hereby awards a contract to Dahn Construction Co. for City Project No. 2020-08 – Old Concord Boulevard Washout Repair according to plans in the amount of \$12,925.00.
2. The quote amount of \$12,925.00 shall be provided through the Stormwater Utility Fund.

Adopted by the City Council of Inver Grove Heights this 14<sup>th</sup> day of September 2020

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk







**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolution Authorizing Staff to Submit an Application for Minnesota Highway Freight Program Funding Solicitation in Fiscal Year 2023 – 2025 for the Reconstruction of 117<sup>th</sup> Street**

|               |                                         |                                                             |
|---------------|-----------------------------------------|-------------------------------------------------------------|
| Meeting Date: | September 14, 2020                      | Fiscal/FTE Impact:                                          |
| Item Type:    | Consent                                 | <input checked="" type="checkbox"/> None                    |
| Contact:      | Scott D. Thureen, 651-450-2571          | <input type="checkbox"/> Amount included in current budget  |
| Prepared by:  | Scott D. Thureen, Public Works Director | <input type="checkbox"/> Budget amendment requested         |
| Reviewed by:  |                                         | <input type="checkbox"/> FTE included in current complement |
|               |                                         | <input type="checkbox"/> New FTE requested – N/A            |
|               |                                         | <input type="checkbox"/> Other:                             |

**PURPOSE/ACTION REQUESTED**

Consider resolution authorizing staff to submit an application for Minnesota Highway Freight Program Funding Solicitation in Fiscal Year 2023 – 2025 for the reconstruction of 117<sup>th</sup> Street.

**SUMMARY**

The approved 2020-2024 Capital Improvement Plan (CIP) shows the project to reconstruct 117<sup>th</sup> Street advancing in 2020-2022. That schedule assumes that funding is identified. Initial thoughts were that a combination of street reconstruction bonds, Municipal State Aid Funds and special assessments would be used to fund this joint project with Dakota County.

A joint powers agreement with the County for this project is being drafted. It will address preliminary design and a feasibility study. A request for proposal for consultant services for these tasks is also being drafted.

In several meetings with Dakota County staff to discuss their draft 2021-2025 CIP, possibilities for seeking additional outside funding for this project were reviewed. A potential source of competitive funding is the Minnesota Highway Freight Program.

This program provides federal funding for construction projects on public roads that provide measurable freight transportation benefits. Up to 80 percent of eligible project costs could be covered by this program. The entity with jurisdictional authority must submit the application.

County staff believe the project would score well. An amount of \$8.0 million would be requested (assuming \$10.0 million in total project costs). Any additional costs would be covered by the City and the County based on the County's cost-share policy. We would also adjust the CIP to show construction in either 2024 or 2025 (the solicitation covers 2023-2025). The deadline for application submittal is September 28, 2020.

I recommend approval of the resolution authorizing submittal of the application.

SDT/kf

Attachment: Resolution  
Map

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION NO. 2020-184**

**RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION FOR THE MINNESOTA  
HIGHWAY FREIGHT PROGRAM FUNDING SOLICITATION FOR FISCAL YEARS 2023-2025  
FOR CITY PROJECT NO. 2016-17 – 117<sup>TH</sup> STREET RECONSTRUCTION AND  
MODERNIZATION PROJECT**

**WHEREAS**, 117<sup>th</sup> Street is a collector street in the City's street system; and

**WHEREAS**, it is in very poor condition, has an inadequate drainage system, access, and safety issues; and

**WHEREAS**, it is proposed to be transferred to Dakota County in the future as an extension of CSAH 32 (Cliff Road); and

**WHEREAS**, the City and the County propose to partner on a project to reconstruct 117<sup>th</sup> Street in advance of said jurisdictional transfer; and

**WHEREAS**, the City and County desire to apply for additional outside sources of funding to reduce their respective costs for the project; and

**WHEREAS**, this project is eligible for funding from the Minnesota Highway Freight Program.

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

1. The Public Works Director is authorized to submit an application for the funding solicitation for 2023-2025 for City Project No. 2016-17 – 117<sup>th</sup> Street Reconstruction.
2. The City commits to fund its share of the match funding as shown in the application.

Adopted this 14<sup>th</sup> day of September 2020 by the City Council of Inver Grove Heights, MN

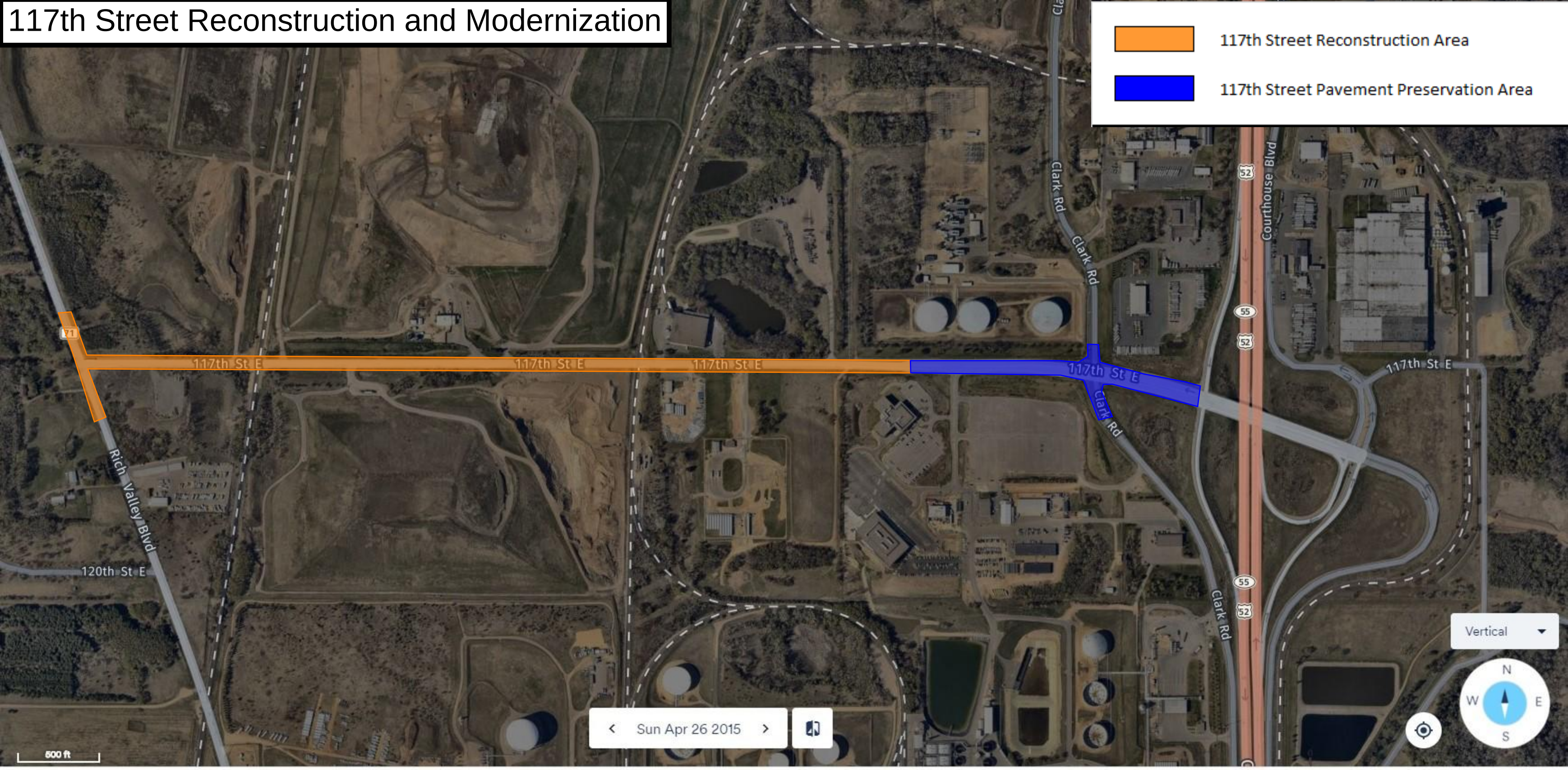
\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk



# 117th Street Reconstruction and Modernization





**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolution Approving a Joint Powers Agreement with Dakota County to Receive Environmental Legacy Fund (ELF) Grant Funding for Heritage Village Park**

Meeting Date: September 14, 2020

Item Type: Consent

Contact: Eric Carlson, Parks and Recreation Director

Prepared by: Ally Sutherland, Environmental Specialist

Reviewed by: N/A

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

Consider approval of the attached Resolution and Environmental Legacy Fund (ELF) JPA prepared by Dakota County for the reimbursement of \$900,000 for property acquisitions and green infrastructure expenses incurred by the city between January 2018 to January 2020 for Heritage Village Park development.

**SUMMARY**

The purpose of the Landfill Host Fees collected by Dakota County and deposited into the Environmental Legacy Fund (ELF) is to mitigate the negative effects for communities that host landfills. The ELF grant application process acknowledges that hosting a landfill can have negative consequences for communities. Five cities in Dakota County were eligible to compete for the \$3 million dollars available: Burnsville, Coates, Inver Grove Heights, Rosemount, and South St. Paul.

The city of Inver Grove Heights has a history of attempting to reduce the effect of those consequences by using the revenue generated from the landfills to provide funding for programs such as the Parks Capital Replacement Fund, Recreation, the Economic Development Authority, and the Pavement Management Program. Each of these programs add to quality of life for Inver Grove Heights residents by providing quality roads on which to drive, a safe community in which to live, and attractive outdoor gathering spaces in which to enjoy the natural environment.

The result of the ELF grant process was to give the city of Inver Grove Heights a total of \$900,000 in support to reimburse eligible property acquisitions and green infrastructure expenses incurred by the city between January 2018 to January 2020 for Heritage Village Park development. These eligible expenses include:

- Property acquisitions
- Environmental and planning consultant fees
- Hauling clean fill for soil remediation
- Site grading and clean fill for flood protection
- Native prairie planting and landscaping
- Stormwater management practices

## **RECOMMENDATIONS**

Staff recommend Council approve the JPA to support the city in achieving the full Master Plan vision for this park and regional Mississippi area to provide a space that meets the needs of the community and visitors now and generations to come.

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

**RESOLUTION NO. 2020-185**

**CONSIDER RESOLUTION APPROVING A JOINT POWERS AGREEMENT WITH  
DAKOTA COUNTY TO RECEIVE ENVIRONMENTAL LEGACY FUND (ELF)  
GRANT FUNDING FOR HERITAGE VILLAGE PARK**

**WHEREAS**, the City of Inver Grove Heights is eligible to receive an Environmental Legacy Fund Grant as a host community of landfills within Dakota County; and

**WHEREAS**, the City of Inver Grove Heights applied for the Environmental Legacy Fund Grant to receive funding to support the development of Heritage Village Park; and

**WHEREAS**, the City of Inver Grove Heights was awarded funding from the Environmental Legacy Fund Grant to support previous development of Heritage Village Park and collaborated with Dakota County to draft a Joint Powers Agreement.

**NOW, THEREFORE, BE IT RESOLVED** the City of Inver Grove Heights adopts a resolution approving the Joint Powers Agreement with Dakota County to receive funding through the Environmental Legacy Fund Grant to reimburse Heritage Village Park development expenses incurred by the city between January 2018 to January 2020.

Adopted by the City Council of Inver Grove Heights this 14th day of September, 2020.

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

**JOINT POWERS AGREEMENT BETWEEN  
THE COUNTY OF DAKOTA AND  
THE CITY OF INVER GROVE HEIGHTS  
FOR 2020 ENVIRONMENTAL LEGACY FUND GRANT**

This grant Agreement (Agreement) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, 1590 Highway 55, Hastings, Minnesota 55033 (“County”), and the City of Inver Grove Heights (“City”), by and through their respective governing bodies.

**RECITALS**

The County receives funds from operating landfills located in the County pursuant to host fee agreements entered into by the County and the landfill owners; and

The County holds the landfill host fee payments in a special revenue fund referred to as the Environmental Legacy Fund for the purpose of protection, preservation or enhancement of the environment; and

In 2018 the County established a pilot program to offer grants to cities having an operating landfill within its political boundary in recognition of the detrimental impacts of landfills on these cities; and

The City submitted a grant application for its Heritage Village Park Redevelopment project; and

The Dakota County Board of Commissioners has approved awarding grant funds to the City for the Inver Grove Heights project as being consistent with Environmental Legacy Fund purposes and to assist in mitigating the impacts of hosting an operating landfill; and

The City represents that it is qualified and willing to utilize the grant funds consistent with its grant application and this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants herein, the County and the City agree as follows:

1. Term of Agreement.

- 1.1. *Effective Date.* This Agreement is effective as of the date of signature by all parties. Once fully executed, this Agreement is retroactive to January 1, 2018.
- 1.2. *Term.* This Agreement shall continue for two years from the Effective Date, or until all project tasks are completed by the City, whichever occurs first.
- 1.3. *Extension.* If the City determines that it is unable to complete the project tasks funded by the ELF grant prior to the expiration of the Term, the City may submit a written request to the County to extend the term of this Agreement. The County shall promptly consider the matter and approve or deny the request.
- 1.4. *Survival of Terms.* The following clauses survive the expiration of this Agreement:

Section 5: Accounting, Record and Audit Requirements  
Section 8: Indemnification; Liability; Insurance  
Section 9: Government Data Practices  
Section 14: Governing Law, Jurisdiction, and Venue

2. Grant of Monies

*Grant Amount.* The County agrees to make available to the City during the term of this Agreement \$900,000.00 for the purpose of reimbursing the City for eligible costs to complete the project. In no event will the County's obligation exceed the Grant Amount.

3. Obligations of the City.

- 3.1. The objective(s) of the Heritage Village Park Redevelopment project are more specifically provided in the City grant application that is incorporated herein by reference or attached as Exhibit A to this Agreement.
- 3.2. *Use of Funds.* The City shall use the proceeds of this grant only for the eligible costs of the project as described in this Agreement.
- 3.3. *Administration and Supervision.* The City shall be responsible for the administration, supervision, management, and oversight of the Project as required for the work performed.
- 3.4. *Acknowledgment of Funding Source.* The City shall include a statement on printed, online, and other materials related to the Project that funds for the Project were provided (in part when appropriate) by the County. If the City Project includes improvements to real property, buildings or fixtures, the City shall post a project identification sign in a prominent location while work is in progress and after completion stating that the Project was made possible (in part when appropriate) through a grant funded by Dakota County.

4. Reimbursement.

- 4.1 The City may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with the Agreement.
- 4.2 The County will reimburse the City within 45 days of the City's submission of invoices to the County. Invoices must be submitted in a form acceptable to the County. All requests for reimbursement must be submitted before expiration of the Agreement. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

5. Accounting, Record and Audit Requirements.

- 5.1. *Accounting and Record Keeping.* The City agrees to establish and maintain a separate account for the Project and to maintain accurate and complete books, records, documents and other evidence pertaining to the costs and expenses of the Project.
- 5.2. *Audit.* The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the City shall allow the County, Legislative Auditor or the State Auditor to



inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement.

6. Reports.

- 6.1. *Progress Reports.* The City shall submit reports, at least semi-annually each calendar year of the grant term, on the progress of the Project. The report shall describe the financial, construction, and consulting activities undertaken for the Project and shall provide sufficient documentation of grant eligible expenditures and such other information as County staff reasonably requests. The reports shall include any specific performance measures the City included in its grant application, or other measures mutually agreed to by the Parties.
- 6.2. *Final Report.* Within three (3) months following the expiration of this Agreement, the City shall submit a final report in a format determined by the County, detailing the total Project activities, expenditures and receipts and containing a statement by the City administrator that all grant funds were expended in accordance with this Agreement. The final report shall include any specific performance measures the City included in its grant application, or other measures mutually agreed to by the Parties.

7. Authorized Representatives.

The County's authorized representative is:

Matt Smith  
Dakota County Manager  
Dakota County Administration, 1590 Highway 55  
Hastings, MN 55033  
Telephone: 651.438.4528  
Email: [matt.smith@co.dakota.mn.us](mailto:matt.smith@co.dakota.mn.us)

Matt Smith, or the successor, has the responsibility to monitor the City's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The City's authorized representative is:

Joe Lynch  
City Administrator  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077  
Telephone: 651.450.2511  
Email: [jlynch@invergroveheights.org](mailto:jlynch@invergroveheights.org)

## 8. Indemnification; Liability; Insurance.

The City agrees to indemnify, save, and hold harmless the County, its agents and employees from any claims or causes of action, including attorney's fees, incurred by the County that arise from the performance of the Project funded, or partially funded, through this Agreement. The indemnification obligations do not apply in the event the claim or cause of action is the result of the County's sole negligence. This clause shall not be construed to bar any legal remedies the County may have for the City's failure to fulfill its obligations under this Agreement.

The Parties agree that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the Parties' acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. To insure a unified defense against any third-party liability claims arising from the Project, the City agrees to require all contractors or subcontractors hired to do any work on the Project to maintain commercial general liability insurance in the amounts consistent with the minimum limits of coverage established by Minn. Stat. § 466.04 during the term of the Project. Each Party warrants that they are able to comply with the indemnity requirements through an insurance company, the League of Minnesota Cities Insurance Trust, or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

## 9. Government Data Practices.

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the City related to this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as applicable Federal regulations on data privacy. The City agrees to abide by these statutes, rules and regulations.

## 10. Assignment; Use of Contractors.

10.1. *Assignment.* The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.

10.2. *Use of Contractors.* The City may engage contractors to perform activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.

If the City engages any contractors to perform any part of the activities, the City agrees that the contract for such services shall include the following provisions:

- (a) The contractor must maintain all records and provide all reporting as required by this Agreement.
- (b) The contractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted

work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.

- (c) The contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the County as an additional insured, and provide to the County prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage.
- (d) The contractor must be an independent contractor for the purposes of completing the contracted work.
- (e) The contractor must acknowledge that the contract between the City and the contractor does not create any contractual relationship between County and the contractor.
- (f) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

#### 11. Amendments.

Any amendment to this Agreement must be in writing and executed by the County and the City.

#### 12. Permits and Approvals.

The City is responsible for obtaining all applicable local and state licenses, permits and authorizations necessary for completing the Project.

#### 13. Relationship of the Parties.

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons that participate in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

#### 14. Governing Law, Jurisdiction and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.

15. Default and Remedies.

- 15.1. *Events of Default.* Unless waived in writing by the County, the following shall, constitute an event of default under this Agreement: (1) If the City fails to fully comply with any material provision, term, or condition contained in this Agreement; (2) If the City fails to complete the Heritage Park Village Project after receiving reimbursement payment from the County.
- 15.2. *Notice of Event of Default and Opportunity to Cure.* Upon the County providing the City with a written notice of an event of default, the City shall have thirty (30) days in which to cure such event of default, or such longer period of time as agreed to by the Parties (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) days after receipt of notice of an event of default, the City shall propose in writing the actions that the City proposes to take and the schedule required to cure the event of default.
- 15.3. *Remedies.* Upon the City's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:
- (a) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
  - (b) The County may enforce any additional remedies it may have in law or equity.
  - (c) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the City.

16. Waiver.

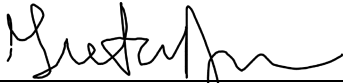
If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

17. Agreement Complete.

This Agreement and exhibits contain all negotiations and agreements between the County and the City. No other understanding regarding this Agreement, whether written or oral is binding on either party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

Approved as to form:



Assistant County Attorney  
Date: August 19, 2020

Resolution No. 20-405  
County Contract No. C0032958  
CAO File Number: KS-2020-00307-001

**COUNTY OF DAKOTA**

\_\_\_\_\_  
By: Matt Smith  
County Manager

Date: \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS**

\_\_\_\_\_  
By: Joe Lynch  
Title: City Administrator

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Rebecca Kiernan  
Title: City Clerk

Date: \_\_\_\_\_

# Landfill Host Community

## Environmental Legacy Fund (ELF) Grant

### Pilot Program



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <b>Organization:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | City of Inver Grove Heights                                     |
| <b>Contact:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Joe Lynch, City Administrator                                   |
| <b>Contact Email:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | jlynch@invergroveheights.org                                    |
| <b>Contact Phone:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 651-450-2511                                                    |
| <b>Expenditure Category (page 3):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | #2) Brownfield Redevelopment, #3) Natural Resource Conservation |
| <b>Collaborators:</b> Partner Organizations, research institutions, state/federal agencies, non-profits, local businesses, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                 |
| <p>Heritage Village Park, together with Swing Bridge Park, are two projects designed for the preservation of the natural beauty of the Mississippi River. They are projects intended for the protection of the ecosystem, while making the Mississippi River Greenway accessible to everyone. The area encompassing Heritage Village Park and Swing Bridge Park has a long history of collaborative activities including legislative, intergovernmental, local citizenry, businesses, and nonprofit partnerships which have provided funding activity and other resources to make these attractive public amenities a reality.</p> <p>The following entities have collaborated within the last two decades on a variety of project phases to support redevelopment of Heritage Village Park brownfield area:</p> <ul style="list-style-type: none"> <li>- Dakota County: ELF and Park System support</li> <li>- City of Inver Grove Heights: City Council, Parks and Recreation Commission and Environmental Commission support</li> <li>- State of Minnesota: Bonding support</li> <li>- Minnesota Pollution Control Agency: Contamination remediation</li> <li>- MN Department of Natural Resources: Native grass preservation and floodplain protection</li> <li>- Friends of the Mississippi River: Protection of river quality and ecosystem</li> <li>- National Park Service: Interpretation and guidance</li> <li>- Inver Grove Heights Community: Residents, businesses and volunteers including the Dog Park, Adopt-A-Park and Inclusive Playground community groups</li> </ul> |                                                                 |
| <b>Funding Background:</b> Additional grants, private investment, or organizational match funds for the project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                 |
| <p>Please see the Revenue section of Appendix A for a summary of funding received from the Federal Government, State of Minnesota, Dakota County and others.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                 |
| <b>Statement of Need:</b> <i>Describe what the program or project will attempt to address and the population that will be served.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                 |
| <p>For several decades, a large railroad maintenance yard encompassed the area along the Mississippi River in Inver Grove Heights, at the intersection of 65th Street and Doffing Avenue. After decades of operations, the railyard maintenance business ceased only to leave the site riddled with unforeseen and persistent surface and groundwater contamination. This included asbestos and petroleum pollution which posed significant human health and environmental risks to the community.</p> <p>Over 20 years, the city has devoted substantial time and effort to plan and implement remediation and redevelopment projects for this brownfield site. Through years of continued collaboration with the State of Minnesota, Dakota County, and many other supportive agencies and community groups, this brownfield is now fully remediated.</p> <p>The city's current efforts are focused on continuing collaborative efforts with stakeholder groups to ensure the remediated site is fully transitioned to a regional amenity that fulfils the Master Plan vision and makes the site a useful asset to the community and visitors for generations to come.</p>                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                 |

**Program Description:** *Describe the project or program including information on how it will be implemented. Include information on what the desired outcome is.*

#### Phase 1: Site Acquisitions (2000 - 2019)

In the early 2000's, the city acquired the Heritage Village Park property through the State of Minnesota's tax forfeiture process with the intent to remediate and redevelop the area into a community park. By 2019 the city acquired all 25+ adjacent properties to expand the Heritage Village Park property into 65 contiguous acres of parkland.

#### Phase 2: Site Remediation (2000 – 2018)

Remediation plans were completed for all properties upon acquisition. The MPCA and Braun Engineering provided the city remediation plans to clean up lingering surface and groundwater contamination from past railyard activities on the various sites. Since then, the city has removed all surface debris from the areas and hauled in over 30,000 truckloads of clean soil to remediate the 65-acre site of all soil contamination.

#### Phase 3: Site Redevelopment

Through redevelopment transformations, Heritage Village Park will serve as a benefit to the entire region by preserving a public space for generations of residents and visitors, restoring native prairie, and protecting against loss of property, injury or life by implementing stormwater management and flood protection. These striking transformations will also aid in local economic development and redevelopment efforts to increase property value and create a more diverse tax base by providing a positive attribute highly sought after by both businesses and homeowners.

##### A. Redevelopment Phase 1 (2018-2019)

- Implemented stormwater best management practices to treat and manage stormwater on the site.
- Graded and filled the site to protect the site and surrounding properties from flooding.
- Established 15 acres of native prairie.
- Added approximately 1 mile of trails to better connect users of the County's Mississippi River Greenway system to nearby amenities like the Rock Island Swing Bridge and the County's Trailhead.
- Graded and constructed a highly utilized dog park that has attracted in excess of 15,000 visitors since opening.
- Constructed parking to accommodate 80 vehicles, relieving current and future pressure on Dakota County's existing parking lot at the County's Trailhead.

##### B. Redevelopment Phase 2 (2020+)

The city intends to continue transforming the site to the full Master Plan vision by completing the following future transformations:

- Develop northern Dakota County's first inclusive playground. An inclusive playground will create an iconic destination within Inver Grove Heights and Dakota County that provides a safe and enjoyable amenity for children and adults of all abilities for generations to come.
- Build an open picnic shelter and public restrooms.
- Incorporate historical interpretation components into the space that invites visitors to learn about the history of the area.
- Build an outdoor amphitheater.
- Construct a community splash pad.



**Goals and Objectives:** *Describe the project objectives in measurable terms.*

Through collaborative efforts with numerous stakeholder groups, the city has completed several Master Plan goals but strives to meet remaining goals to achieve the full Master vision for the community and visitors:

**A. Completed Goals**

- Remediate all contamination at the site.
- Clean-up areas of unsightliness.
- Enhance accessibility to nature and greenspace for residents and visitors.
- Connect the Mississippi River Regional Trail to Swing Bridge Park.
- Build an off-leash dog park to provide a low-cost outdoor community amenity.

**B. Future Goals**

- Provide northern Dakota County's first inclusive playground.
- Spur development along Concord Boulevard by revitalizing this site.
- Create historic and educational exhibits to enhance visitor experience.
- Provide a large outdoor community gathering space to host outdoor Parks and Recreation events.
- Add placemaking elements along Concord Boulevard and Doffing Avenue to create a sense of community.
- Create regional destination by connecting Swing Bridge Park, the Mississippi River, the Mississippi River Greenway, Heritage Village Park and Concord Boulevard.

Provide northern Dakota County's first inclusive playground.  
Spur development along Concord Boulevard by revitalizing this site.  
Create historic and educational exhibits to enhance visitor experience.  
Provide a large outdoor community gathering space to host outdoor Parks and Recreation events.  
Add placemaking elements along Concord Boulevard and Doffing Avenue to create a sense of community.  
Create regional destination by connecting Swing Bridge Park, the Mississippi River, the Mississippi River Greenway, Heritage Village Park and Concord Boulevard.

**Budget:** *Include in the budget all expenses for your project to including necessary training costs including any co-funding from other sources.*

Since 2018, the city has invested over \$4.5 million dollars in property acquisition and park improvements to remediate and redevelop Heritage Village Park and Doffing Avenue. Through the help of partnerships, including the State of Minnesota and Dakota County, the city has received \$3.6 million in financial support. The city is determined to achieve the full Master Plan vision for this park and regional Mississippi area to provide a space that meets the needs of the community and visitors.

To assist the city in completing this vision, the city is requesting reimbursement of \$950,000 for previous property acquisitions and green infrastructure expenses incurred between January 2018 to present.

These eligible expenses include:

- Property acquisitions
- Environmental and planning consultant fees
- Hauling clean fill for soil remediation
- Site grading and clean fill for flood protection
- Native prairie planting and landscaping
- Stormwater management practices

Please see Appendix A for a budget summary.

**Evaluation:** *Provide information on the metrics that will be used to determine the effectiveness of the project or program.*

The City will evaluate the success of Heritage Village Park development by metrics such as:

**A. Metrics for Completed Phases**

- 65 acres of land remediated of contamination
- 65 acres of greenspace constructed
- 15 acres of native habitat restoration
- 1 mile of trails constructed
- 25+ properties acquired and protected from flooding
- 500+ of dog park permits sold per year

**B. Metrics for Future Phases**

- Number of people using the inclusive playground
- Number of redevelopment projects along Concord Boulevard
- Number of historic and educational exhibits incorporated in site development
- Number of large events held in community gathering space per year
- Attendance of large events held in community gathering space per year
- Number of nearby city blocks with new placemaking elements
- Number of non-resident visitors to the area

**Appendix:**

*Include the staff qualifications, certifications, and skills. Describe the organization and include information indicating the organization's capacity to implement and sustain the program.*

*Attach any relevant items in the appendix including letters of support, research support, organizational collateral, annual reports, etc.*

## Dakota County Environmental Legacy Fund Grant Heritage Village Park - Financial Summary

|                    | Doffing Ave Property Acquisition |             |         |  | Park Improvements |           |             |         |
|--------------------|----------------------------------|-------------|---------|--|-------------------|-----------|-------------|---------|
|                    | Expense                          | Revenue     |         |  | Expense           |           | Revenue     |         |
| 199X – 12/31/2017  | \$3,145,556                      | \$74,068    | Federal |  | \$771,579         | NA        | Federal     |         |
|                    |                                  | \$1,847,280 | State   |  |                   | \$219,048 | State       |         |
|                    |                                  | \$201,659   | County  |  |                   | \$6,000   | County      |         |
|                    |                                  | \$1,015,693 | City    |  |                   | \$546,531 | City        |         |
|                    |                                  | \$6,856     | Other   |  |                   | NA        | Other       |         |
|                    |                                  | \$3,145,556 | Total   |  |                   | \$771,579 | Total       |         |
|                    |                                  |             |         |  |                   |           |             |         |
| 1/1/2018 - present | \$1,783,664                      | NA          | Federal |  | Green             | Grey      | NA          | Federal |
|                    |                                  | \$774,648   | State   |  |                   |           | \$1,647,102 | State   |
|                    |                                  | \$497,555   | County  |  |                   |           | \$621,814   | County  |
|                    |                                  | \$511,461   | City    |  |                   |           | \$544,245   | City    |
|                    |                                  | NA          | Other   |  |                   |           | \$735       | Other   |
|                    |                                  | \$1,783,664 | Total   |  |                   |           | \$2,813,896 | Total   |
| Grand Total        | \$4,929,220                      | \$4,929,220 |         |  | \$3,585,475       |           | \$3,585,475 |         |

**Notes:**

- Doffing Ave Property Acquisition includes all properties acquired along Doffing Ave. include acquisition, environmental, legal, remediation, etc.
- Green Park expenses include: planning, clean fill, landscaping, grading, erosion control, storm water, etc.
- Grey Park expenses include: trails, parking lots, fencing, pipe, electrical, etc.
- City funding includes: Park Dedication, General Fund, Utility Funds
- The City has eligible ELF Grant expenses (\$511,461 + \$544,245) which equal \$1,028,707 and requests reimbursement of \$950,000
- There are no expenses related to the Rock Island Swing Bridge in the numbers presented in this summary

## Appendix B

### Staff Qualifications

Eric Carlson, Parks & Recreation Director for the City of Inver Grove Heights since January 2007, is the primary staff member involved with Heritage Village Park site remediation, land acquisition and site redevelopment. Mr. Carlson will also assist with grant administration if the grant were awarded. Prior to coming to Inver Grove Heights, Mr. Carlson served the City of Champlin as their Parks & Public Works Director for 7 years. Mr. Carlson also has worked for the City of Burnsville in Park Maintenance, as a Recreation Supervisor, and a Recreation Facility Manager over a 9-year period. Mr. Carlson holds a Bachelor of Science in Recreation from the University of North Dakota in Grand Forks, North Dakota, and a Master of Arts in Public Administration from Hamline University in St. Paul, Minnesota. Mr. Carlson is a Certified Park and Recreation Executive (CPRE) through the National Recreation and Parks Association.

Amy Hove has been employed as the Finance Director for the City of Inver Grove Heights since January 2020 and is responsible for the proper recording of all financial transactions within the City, including any local, state or federal grants. Prior to employment with Inver Grove Heights, Amy was the Finance Director for the City of Lake City for three years and before that the Finance Controller for Goodhue County. Amy has a Bachelor of Arts with a major in Accounting and minor in Economics from Luther College in Decorah, Iowa. Amy has been responsible for financial oversight at the very highest levels in local government for over fifteen years and has prepared government financial statements for over twenty years.

### Consultants

The following consultants have assisted the city for this project:

Braun Intertec – Environmental Remediation  
WSB - Landscape Architect

### About Inver Grove Heights, Minnesota

Located in northern Dakota County, Inver Grove Heights expands over 28 square miles and is approximately 10 miles south from downtown St. Paul, Minnesota. Being situated along the Mississippi River has given Inver Grove Heights a rich history as a River City and provides the community a beautiful natural setting and year-round recreational activities. Together, Heritage Village Park and Rock Island Swing Bridge Park preserve this River City legacy by providing passive recreation, historic education, a dog park and community gathering space along the Mississippi River for generations to come.

Today, Inver Grove Heights is home to approximately 35,000 residents and is expected to have a population that exceeds 46,000 by 2040. Since settlement in 1852, the city's development pattern has extended west and southwest from the original Village on the Mississippi River in what is now known as the Concord neighborhood. Since the creation of the City of Inver Grove Heights in 1965, the community has grown considerably. The pace of development in the area increased during the 1970s and 1980s in response to improved accessibility provided by major freeways including I-494, TH 55 and Highway 52. While today, the supply of vacant land is still attracting new homeowners and businesses.

The rolling wooded terrain of the city provides for an engaging mix of residential dwellings and commercial facilities. Residents have a wide choice of housing, ranging from apartments to

## Appendix B

large-lot estates. Recent development in the city includes a major CHS corporate office makeover and construction of a new parking ramp to accommodate employee growth, and a variety of new businesses arriving in the Argenta Hills and Arbor Pointe areas, including a hair salon and spa, cigar-lounge and craft-brewery with a full service kitchen. Other recent development projects include construction of a new gas station, indoor storage facility and fire station. Lakes, ponds, and wetlands also cover many areas of the city. In addition, the schools, park facilities, community center and golf course are among the Twin Cities best. Inver Grove Heights' developed park system consists of 832 acres of park and natural areas and over 79 miles of combined trails and sidewalks that offer residents access to open space and natural resources.

For over 20 years, Inver Grove Heights has devoted substantial time and effort to plan and implement remediation and redevelopment of the Heritage Village Park site to provide yet another recreational and historic asset to the community and regional area. Since 2018, the city has invested over \$4.5 million dollars in property acquisition and park improvements to remediate and redevelop Heritage Village Park and Doffing Avenue. Through the help of partnerships, including the State of Minnesota and Dakota County, the city has received \$3.6 million in financial support. The city is determined to achieve the full Master Plan vision for this park and regional Mississippi area to provide a space that meets the needs of the community and visitors. To assist the city in completing this vision, the city is requesting reimbursement of \$950,000 for previous property acquisitions and green infrastructure expenses incurred between January 2018 to present.

**CITY OF INVER GROVE HEIGHTS  
ACTION**

**REQUEST FOR COUNCIL**

**Consider Resolutions Adopting the Proposed Tax Levy for Payable 2021, Adopting the Proposed 2021 Budgets, Adopting the Proposed Watershed Management Taxing District Tax Levy for Payable 2021, and Set the Date and Time for the Regularly Scheduled Meeting where the Budget will be Discussed**

Meeting Date: September 14, 2020  
Item Type: Regular Agenda  
Contact: Amy Hove, 651-450-2521  
Prepared by: Amy Hove, Finance Director  
Reviewed by: Joe Lynch, City Administrator

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input checked="" type="checkbox"/> | Other – 2021 Budget                |

**PURPOSE/ACTION REQUESTED**

To approve resolutions adopting the proposed 2021 budgets and preliminary tax levies and set the date and time for the regularly scheduled meeting where the preliminary budget will be discussed.

**SUMMARY**

The City must adopt the proposed 2021 tax levies and preliminary budgets on or before September 30, 2020. The tax levies and the date for the regularly scheduled public meeting where the budget will be discussed must be certified to Dakota County by the same date.

Council met on July 27, August 24 and September 8, 2020 to review the 2021 budget and levy. Currently, the levy increase proposed is \$1,625,375 and covers changes in the General Fund, Pavement Management Fund and Debt Service Funds. Between 2018 through 2020, the annual dollar increase to the levy has averaged \$1,848,500.

|                     |                                                |
|---------------------|------------------------------------------------|
| \$ 640,000          | Personnel – Wages & Benefits                   |
| 500,000             | Increase to Pavement Management Program        |
| 168,610             | Addition of Police Lieutenant position in 2020 |
| 105,800             | 2021 Staffing Requests                         |
| <u>210,965</u>      | Other Changes (net) over 2020                  |
| <u>\$ 1,625,375</u> |                                                |

The increase in Proposed Tax Levy for Payable 2021 for general city operations is 4.6%. Council has directed staff to increase pavement management funding by an additional \$500,000 in 2021 which brings the total levy increase to 6.6% over last year's tax levy.

Taxable market values are up 6.7%. Using Dakota County's latest estimates on fiscal disparities, this results in a very slight increase to the City's tax rate (0.11%) and represents an estimated change to city property taxes on a median property of \$76 annually (\$6.30/month).

Supporting budget documents are attached:

- Preliminary Tax Levy Comparison
- Preliminary Tax Capacity Rate Estimates
- Market Value & Tax Capacity Comparisons
- General Fund – Budget Summary

Budgets at this time are proposed and may change during the forthcoming budget meetings and prior to final adoption in December. The tax levy can be reduced but not increased after the proposed levy has been certified.

In addition to approving the resolutions for the 2021 proposed budgets and preliminary tax levies, Council also needs to determine the time and place of the regularly scheduled meeting at which the preliminary budget and levy will be discussed and the final budget and levy determined. This meeting must be held after 6:00 p.m. between November 25 and December 28. The public must be allowed to speak. We are proposing this be done at the regularly scheduled meeting on December 14, 2020. Because of the additional safety protocols currently in place related to COVID-19, staff recommend this meeting include both in-person and virtual attendance options. A direct web address for the meeting will be provided in the County's TNT mailing as well as on the City's website.

We will continue budget discussions at work sessions between now and the regularly scheduled public meeting where the budget will be discussed.

Staff recommends setting the regularly scheduled meeting where the budget will be discussed as Monday, December 14, 2020 at 7:00 p.m. and approval of the following resolutions:

- Resolution adopting proposed 2021 budgets
- Resolution adopting the proposed property tax levy for payable 2021
- Resolution adopting the proposed watershed management taxing district tax levy for payable 2021

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

**RESOLUTION NO. 2020-186**

**RESOLUTION ADOPTING THE PROPOSED 2021 BUDGETS**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE  
HEIGHTS AS FOLLOWS:**

The following proposed funds' expense/expenditure budgets for the City of Inver Grove Heights for fiscal year 2021 are hereby approved:

|              |              |
|--------------|--------------|
| General Fund | \$25,500,700 |
|--------------|--------------|

Adopted this 14<sup>th</sup> day of September 2020, by the City Council of Inver Grove Heights.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk



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

**RESOLUTION NO. 2020-187**

**RESOLUTION ADOPTING THE PROPOSED TAX LEVY FOR PAYABLE 2021**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE  
HEIGHTS AS FOLLOWS:**

There is a proposed tax levied upon taxable property in the City of Inver Grove Heights payable in 2021 for the following purposes in the following amounts:

|                                                       |                  |
|-------------------------------------------------------|------------------|
| General Operating Fund                                | \$21,239,100     |
| Pavement Management Fund                              | 2,250,000        |
| Bond Retirement:                                      |                  |
| City Share of Special Assessments                     | 205,108          |
| G.O. Capital Improvement Bonds, 2016A                 | 656,289          |
| G.O. Improvement Bonds, 2010B                         | 177,250          |
| (Levy of \$285,266 less \$108,016 of funds available) |                  |
| G.O. Bonds, 2015A                                     | 638,972          |
| G.O. Bonds, 2017B                                     | 263,140          |
| G.O. Capital Improvement Bonds, 2018A                 | 735,614          |
| G.O. Capital Improvement Bonds, 2019A                 | 190,785          |
| Total Bond Retirement                                 | <u>2,867,158</u> |

|            |                     |
|------------|---------------------|
| Total Levy | <u>\$26,356,258</u> |
|------------|---------------------|

Adopted this 14<sup>th</sup> day of September 2020, by the City Council of Inver Grove Heights.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

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

**RESOLUTION NO. 2020-188**

**RESOLUTION ADOPTING THE PROPOSED STORM WATER SPECIAL  
TAXING DISTRICT TAX LEVIES FOR PAYABLE 2021**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS  
FOLLOWS:**

There is a proposed special property tax levied upon the taxable property within the Storm Water Special Taxing Districts (S.W.S.T.D.) in the City of Inver Grove Heights payable in 2021 for the following purposes in the following amounts:

|                                                                            |          |
|----------------------------------------------------------------------------|----------|
| 70 <sup>th</sup> Street Recon Cahill Ave to Concord Blvd (Project 2001-02) |          |
| Babcock Trail                                                              | \$22,230 |
| South Grove                                                                | 41,285   |
| 70 <sup>th</sup> Street                                                    | 15,879   |

Adopted this 14<sup>th</sup> day of September 2020, by the City Council of Inver Grove Heights.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

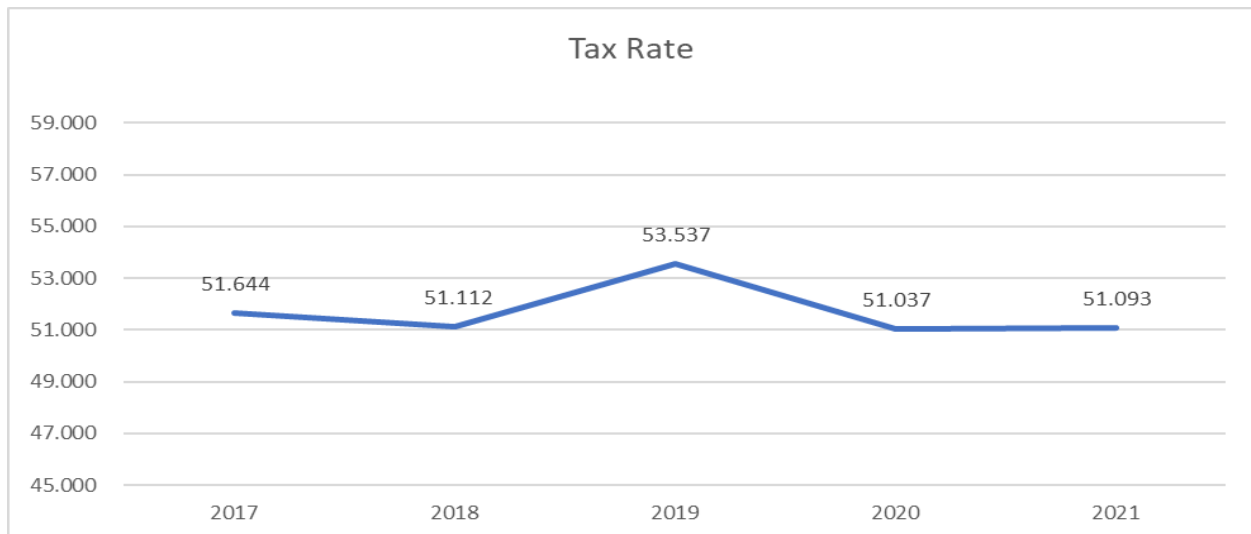
\_\_\_\_\_  
Rebecca Kiernan, City Clerk

**CITY OF INVER GROVE HEIGHTS  
2021 BUDGET  
PRELIMINARY TAX LEVIES**

|                                                                      |                                                                                         | 2018<br>Adopted      | 2019<br>Adopted      | 2020<br>Adopted      | 2021<br>Preliminary  | 2020 Adopted Levy<br>vs. 2021 Preliminary |             |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------|----------------------|----------------------|----------------------|-------------------------------------------|-------------|
|                                                                      |                                                                                         |                      |                      |                      |                      | \$ Change                                 | %<br>Change |
| <u>Operating Levies</u>                                              |                                                                                         |                      |                      |                      |                      |                                           |             |
| Fund 101                                                             | General Fund                                                                            | \$ 19,021,200        | \$ 20,687,200        | \$ 21,878,800        | \$ 21,239,100        | \$ (639,700)                              | -2.9%       |
| Fund 440                                                             | Pavement Management Fund *                                                              | -                    | -                    | -                    | 2,250,000            | 2,250,000                                 | n/a         |
|                                                                      | Total Operating Levies                                                                  | <u>\$ 19,021,200</u> | <u>\$ 20,687,200</u> | <u>\$ 21,878,800</u> | <u>\$ 23,489,100</u> | <u>\$ 1,610,300</u>                       | <u>7.4%</u> |
| * Prior to 2021 Pavement Management was included in the General Fund |                                                                                         |                      |                      |                      |                      |                                           |             |
| <u>Debt Levies</u>                                                   |                                                                                         |                      |                      |                      |                      |                                           |             |
| Various                                                              | City Share of Special Assessments                                                       | \$ 205,074           | \$ 213,693           | \$ 205,703           | \$ 205,108           | \$ (595)                                  | -0.3%       |
| Fund 355                                                             | 2010B G.O. Improvement Bonds                                                            | 195,000              | 177,250              | 177,250              | 177,250              | -                                         | 0.0%        |
| Fund 364                                                             | 2014B G.O. Improvement Bonds                                                            | 456,482              | -                    | -                    | -                    | -                                         | n/a         |
| Fund 365                                                             | 2015A G.O. Improvement Bonds                                                            | 682,482              | 634,343              | 636,762              | 638,972              | 2,210                                     | 0.3%        |
| Fund 367                                                             | 2016A G.O. Improvement Bonds                                                            | 600,272              | 616,284              | 636,759              | 656,289              | 19,530                                    | 3.1%        |
|                                                                      | (Contribution from Closed Bond Fund<br>for reduction to 2016A debt levy)                | (200,000)            | -                    | -                    | -                    |                                           |             |
| Fund 369                                                             | 2017B G.O. Improvement Bonds                                                            | 1,887                | 262,524              | 262,910              | 263,140              | 230                                       | 0.1%        |
| Fund 392                                                             | 2018 G.O. Improvement Bonds                                                             | -                    | 640,000              | 737,714              | 735,614              | (2,100)                                   | -0.3%       |
| Fund 393                                                             | 2019 G.O. Improvement Bonds                                                             | -                    | -                    | 194,985              | 190,785              | (4,200)                                   | -2.2%       |
|                                                                      | Total Debt Levies                                                                       | <u>\$ 1,941,197</u>  | <u>\$ 2,544,094</u>  | <u>\$ 2,852,083</u>  | <u>\$ 2,867,158</u>  | <u>\$ 15,075</u>                          | <u>0.5%</u> |
|                                                                      | % of Citywide Levy                                                                      | 9%                   | 11%                  | 12%                  | 11%                  |                                           |             |
|                                                                      | Total Citywide Levies                                                                   | <u>\$ 20,962,397</u> | <u>\$ 23,231,294</u> | <u>\$ 24,730,883</u> | <u>\$ 26,356,258</u> | <u>\$ 1,625,375</u>                       | <u>6.6%</u> |
| <u>Watershed Mgmt Tax District Levies</u>                            |                                                                                         |                      |                      |                      |                      |                                           |             |
| Fund 421                                                             | 70th Street Reconstruction from Cahill Avenue to Concord Blvd (10 Year Term, 2018-2027) |                      |                      |                      |                      |                                           |             |
|                                                                      | Babcock Trail                                                                           | \$ 22,230            | \$ 22,230            | \$ 22,230            | \$ 22,230            | \$ -                                      | 0.0%        |
|                                                                      | South Grove                                                                             | 41,285               | 41,285               | 41,285               | 41,285               | -                                         | 0.0%        |
|                                                                      | 70th Street                                                                             | 15,879               | 15,879               | 15,879               | 15,879               | -                                         | 0.0%        |
|                                                                      | Total Tax District Levies                                                               | <u>\$ 79,394</u>     | <u>\$ 79,394</u>     | <u>\$ 79,394</u>     | <u>\$ 79,394</u>     | <u>\$ -</u>                               | <u>0.0%</u> |
|                                                                      | Total - All Levies                                                                      | <u>\$ 21,041,791</u> | <u>\$ 23,310,688</u> | <u>\$ 24,810,277</u> | <u>\$ 26,435,652</u> | <u>\$ 1,625,375</u>                       | <u>6.6%</u> |

**CITY OF INVER GROVE HEIGHTS**  
**2021 BUDGET**  
**COMPARISON OF 2018, 2019, 2020 ACTUALS AND 2021 ESTIMATED**  
**CITY TAX CAPACITY RATES**

|                               | Final Pay 2018       | Final Pay 2019       | Final Pay 2020       | Preliminary Pay 2021 |
|-------------------------------|----------------------|----------------------|----------------------|----------------------|
| Total Tax Capacity            | \$ 41,857,911        | \$ 44,387,373        | \$ 46,944,634        | \$ 50,259,634        |
| Less: Tax Increment           | (1,635,215)          | (1,671,036)          | -                    | -                    |
| Less: Fiscal Disparities      |                      |                      |                      |                      |
| Contribution Value            | (3,977,498)          | (4,081,226)          | (4,100,862)          | (4,241,579)          |
| Net City Tax Capacity         | <u>\$ 36,245,198</u> | <u>\$ 38,635,111</u> | <u>\$ 42,843,772</u> | <u>\$ 46,018,055</u> |
| Gross City-Wide Tax Levy      | 20,962,397           | 23,231,294           | 24,730,883           | 26,356,258           |
| Less: City-wide Fiscal        |                      |                      |                      |                      |
| Disparities Distribution      | (2,446,011)          | (2,556,180)          | (2,873,974)          | (2,844,394)          |
| City-Wide Tax Levy            | <u>\$ 18,516,386</u> | <u>\$ 20,675,114</u> | <u>\$ 21,856,909</u> | <u>\$ 23,511,864</u> |
| City Tax Capacity Rate        | 0.51112              | 0.53537              | 0.51037              | 0.51093              |
| Rate Increase (Decrease)      | -0.00532             | 0.02425              | -0.0250              | 0.00056              |
| % Increase (Decrease) in Rate | -1.03%               | 4.74%                | -4.67%               | 0.11%                |



**CITY OF INVER GROVE HEIGHTS  
2021 BUDGET  
MARKETY VALUE AND NET TAX CAPACITY COMPARISONS**

**MARKET VALUE COMPARISON**

|                   | Payable 2020  | % of Total | Payable 2021  | % of Total | \$ Change   | % Change | New Construction | % Change w/o New Const. |
|-------------------|---------------|------------|---------------|------------|-------------|----------|------------------|-------------------------|
| Residential       | 3,072,810,569 | 76.00%     | 3,281,725,200 | 76.06%     | 208,914,631 | 6.80%    | 32,393,600       | 5.74%                   |
| Commercial        | 291,415,000   | 7.21%      | 312,417,400   | 7.24%      | 21,002,400  | 7.21%    | 8,284,500        | 4.36%                   |
| Industrial        | 138,173,600   | 3.42%      | 155,286,700   | 3.60%      | 17,113,100  | 12.39%   | 3,790,000        | 9.64%                   |
| Utility           | 71,210,200    | 1.76%      | 70,247,300    | 1.63%      | (962,900)   | -1.35%   | -                | -1.35%                  |
| Agricultural      | 17,027,336    | 0.42%      | 17,752,067    | 0.41%      | 724,731     | 4.26%    | -                | 4.26%                   |
| Rural Vacant      | 9,645,000     | 0.24%      | 12,558,900    | 0.29%      | 2,913,900   | 30.21%   | -                | 30.21%                  |
| Apartments        | 384,965,700   | 9.52%      | 406,550,500   | 9.42%      | 21,584,800  | 5.61%    | 286,200          | 5.53%                   |
| Railroads         | 16,633,900    | 0.41%      | 16,633,900    | 0.39%      | -           | 0.00%    | -                | 0.00%                   |
| Subtotal          | 4,001,881,305 | 98.98%     | 4,273,171,967 | 99.04%     | 271,290,662 | 6.78%    | 44,754,300       | 5.66%                   |
| Personal Property | 41,288,600    | 1.02%      | 41,342,000    | 0.96%      | 53,400      | 0.13%    | -                | 0.13%                   |
|                   | 4,043,169,905 | 100.00%    | 4,314,513,967 | 100.00%    | 271,344,062 | 6.71%    | 44,754,300       | 5.60%                   |

**NET TAX CAPACITY COMPARISON**

|                   | Payable 2020 | % of Total | Payable 2021 | % of Total | \$ Change | % Change | New Construction | % Change w/o New Const. |
|-------------------|--------------|------------|--------------|------------|-----------|----------|------------------|-------------------------|
| Residential       | 31,112,080   | 66.17%     | 33,303,866   | 66.26%     | 2,191,786 | 7.04%    | 336,664          | 5.96%                   |
| Commercial        | 5,651,511    | 12.02%     | 6,071,246    | 12.08%     | 419,735   | 7.43%    | 165,678          | 4.50%                   |
| Industrial        | 2,719,468    | 5.78%      | 3,060,802    | 6.09%      | 341,334   | 12.55%   | 75,800           | 9.76%                   |
| Utility           | 1,423,454    | 3.03%      | 1,404,196    | 2.79%      | (19,258)  | -1.35%   | -                | -1.35%                  |
| Agricultural      | 157,222      | 0.33%      | 167,629      | 0.33%      | 10,407    | 6.62%    | -                | 6.62%                   |
| Rural Vacant      | 88,731       | 0.19%      | 117,574      | 0.23%      | 28,843    | 32.51%   | -                | 32.51%                  |
| Apartments        | 4,715,976    | 10.03%     | 4,981,974    | 9.91%      | 265,998   | 5.64%    | 3,577            | 5.56%                   |
| Railroads         | 332,678      | 0.71%      | 332,678      | 0.66%      | -         | 0.00%    | -                | 0.00%                   |
| Subtotal          | 46,201,120   | 98.26%     | 49,439,965   | 98.37%     | 3,238,845 | 7.01%    | 581,719          | 5.75%                   |
| Personal Property | 818,480      | 1.74%      | 819,669      | 1.63%      | 1,189     | 0.15%    | -                | 0.15%                   |
|                   | 47,019,600   | 100.00%    | 50,259,634   | 100.00%    | 3,240,034 | 6.89%    | 581,719          | 5.65%                   |

**CITY OF INVER GROVE HEIGHTS**  
**2021 BUDGET**  
**GENERAL FUND - BUDGET SUMMARY**

|                                | 2017<br>Activity | 2018<br>Activity | 2019<br>Activity | 2020<br>Amended<br>Budget | 2021 Proposed<br>Budget |
|--------------------------------|------------------|------------------|------------------|---------------------------|-------------------------|
| Tax/Tax-Related Revenue        | \$ 17,168,980    | \$ 19,194,085    | \$ 20,701,144    | \$ 21,893,800             | \$ 21,307,600           |
| Licenses & Permits             | 1,358,035        | 1,515,601        | 1,884,327        | 1,662,400                 | 1,682,100               |
| Intergovernmental              | 659,600          | 738,829          | 811,334          | 696,100                   | 762,000                 |
| Charges for Services           | 1,017,800        | 672,773          | 1,049,063        | 1,147,700                 | 1,157,800               |
| Fines & Penalties              | 173,365          | 185,181          | 187,738          | 180,000                   | 180,000                 |
| Miscellaneous Revenues         | 359,476          | 158,494          | 427,054          | 361,400                   | 349,700                 |
| Other Sources                  | 200,000          | -                | 41,861           | -                         | 61,500                  |
| Total Revenues                 | \$ 20,937,256    | \$ 22,464,963    | \$ 25,102,521    | \$ 25,941,400             | \$ 25,500,700           |
| <b>Expenditures</b>            |                  |                  |                  |                           |                         |
| Mayor/Council                  | \$ 177,661       | \$ 190,514       | \$ 220,506       | \$ 160,100                | \$ 172,100              |
| Administration                 | 796,310          | 882,549          | 862,196          | 788,300                   | 796,600                 |
| Elections                      | 12,999           | 108,085          | 10,941           | 188,700                   | 80,000                  |
| Communications                 | -                | 34,495           | 145,539          | 319,380                   | 322,100                 |
| Technology                     | -                | -                | -                | 1,270,700                 | 1,257,600               |
| Finance                        | 863,018          | 916,516          | 894,096          | 984,800                   | 1,027,100               |
| Community Development          | 446,242          | 491,276          | 306,349          | 401,700                   | 444,600                 |
| Planning                       | 354,481          | 327,519          | 459,014          | 463,400                   | 383,800                 |
| Inspections                    | 746,222          | 843,063          | 835,847          | 887,200                   | 906,100                 |
| Police                         | 7,242,680        | 7,998,269        | 8,614,943        | 8,703,450                 | 9,283,800               |
| Fire                           | 2,658,136        | 2,815,760        | 3,213,033        | 3,451,700                 | 3,648,600               |
| Public Works                   | 236,677          | 245,360          | 271,421          | 259,800                   | 263,100                 |
| Engineering                    | 988,881          | 1,093,162        | 1,189,636        | 1,081,700                 | 1,127,100               |
| Streets                        | 2,556,421        | 2,647,955        | 2,895,933        | 2,775,400                 | 2,789,300               |
| Street Lighting                | 176,197          | 175,073          | 148,296          | 193,200                   | 183,000                 |
| Parks                          | 1,834,868        | 1,968,620        | 2,078,036        | 2,141,500                 | 2,160,800               |
| Transfers Out                  | 1,303,400        | 1,989,920        | 1,992,557        | 2,370,800                 | 655,000                 |
| Total Expenditures             | \$ 20,394,193    | \$ 22,728,136    | \$ 24,138,341    | \$ 26,441,830             | \$ 25,500,700           |
| Net Revenues Over Expenditures | \$ 543,063       | \$ (263,173)     | \$ 964,180       | \$ (500,430)              | \$ -                    |

\* In 2021, Transfers Out no longer shows a General Fund transfer to the Pavement Management Fund.  
The Pavement Management Fund shows as its own operating levy within the budget.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Coronavirus Relief Fund Spending Plan Resolution**

Meeting Date: September 14, 2020  
 Item Type: Regular Agenda  
 Contact: Amy Hove, 651-450-2521  
 Prepared by: Amy Hove, Finance Director  
 Reviewed by: Joe Lynch, City Administrator  
 Bridget Nason, City Attorney

**Fiscal/FTE Impact:**

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input checked="" type="checkbox"/> | Other – CARES Spending Plan        |

**PURPOSE/ACTION REQUESTED**

To approve Coronavirus Relief Fund Spending Plan Resolution

**SUMMARY**

At the September 8, 2020 work session, Council reviewed eligibility requirements for the City's \$2,665,614 distribution of Federal CARES Act (Coronavirus Relief Fund) dollars. Some examples of eligible uses include medical, public health, order enforcement expenses, facility and workplace improvements, increased sanitation, technology required for remote work and meetings, increased administrative expenses, payroll costs for public safety employees as well as individual or business assistance.

The City identified four major priorities for fund allocation:

1. Cover unbudgeted city costs
2. Provide economic support to the IGH Community
3. Expand and improve upon the city's online services
4. Reimbursement of public safety payroll costs due to substantially different nature of work

Unbudgeted city costs include any public health protective measures such as the purchase of cleaning supplies and services, protective equipment, communication measures as well as installation of bi-polar ionization units to the city's HVAC units to improve air quality. Other reimbursement will cover items such as teleworking technology and added unemployment costs. The current spending plan has \$467,476 earmarked for this category of costs.

Providing economic support to the IGH Community was another high priority and the plan allocates \$458,120 towards achieving this goal. Some of the actions taken to assist in this area was the Council's refund of liquor license fees in July 2020, \$270,000 in grants through a Small Business Assistance Program, providing \$140,000 towards a Non-Profit Assistance Program and an allocation of \$12,500 to the Convention & Visitor's Bureau to cover costs related to pandemic response.

The City also desired to expand and improve upon the city's online services to protect the safety of residents, businesses and city staff. The current plan has \$125,000 allocated for the expansion of the City's online permitting software. This software allows for electronic plan submittal and review, online appointment scheduling and contractor licensing as well as an electronic integration of records and mapping.

The final priority is the reimbursement of public safety payroll costs. During the pandemic, public safety personnel have had to make many adjustments to operations. Police functions such as school resource officers, community outreach programs in parks and multi-family properties as well as the Citizens Academy and other special projects were cancelled. Within the fire department, the method and staff allocated to each call changed to take additional safety precautions into consideration plus post-call decontamination procedures added to costs. Training time at the recruit academy has doubled in order to maintain social distancing practices.

Because of the many adjustments to priorities and protocols, the City's public safety operations were of a substantially different nature not only during the initial stay-at-home order but continue to this day. The estimate of eligible public safety payroll from March 1-November 15, 2020 is just over \$5.2 million. The balance of CARES dollars available for this purpose is \$1,615,018. If any of the previous three priorities do not need their full allotment, the recommendation will be to shift those available balances to reimburse for eligible public safety payroll costs.

Staff recommends approval the attached Coronavirus Relief Fund Spending Plan. Regular updates on the plan will be provided at future Council meetings.



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

**RESOLUTION NO. 2020-189**

**RESOLUTION APPROVING THE CITY OF INVER GROVE HEIGHTS'  
CORONAVIRUS RELIEF FUND SPENDING PLAN**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE  
HEIGHTS AS FOLLOWS:**

WHEREAS, the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provided funding through the Coronavirus Relief Fund (CRF) to the State of Minnesota and eligible units of local government; and

WHEREAS, the Governor of the State of Minnesota subsequently distributed a portion of the State's CRF allocation to local governments throughout Minnesota to defray the costs of responding to the COVID-19 public health emergency; and

WHEREAS, the City of Inver Grove Heights has received \$2,665,614 in CRF funds; and

WHEREAS, the CARES Act and state rules require that the payments from the CRF only be used to cover expenses that: 1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); 2) were not accounted for in the budget most recently approved as of March 27, 2020; and 3) were incurred during the period that begins on March 1, 2020 and ends on November 15, 2020; and

WHEREAS, the guidance from the United States Treasury for State, Territorial, Local and Tribal Governments outlines in their Frequently Asked Questions, dated July 8, 2020 indicated that "as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency...."; and

WHEREAS, additional guidance from the United States Treasury for State, Territorial, Local and Tribal Governments dated September 2, 2020 confirms that an eligible use of funds includes "payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency" and further states that "the full amount of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund;" and

WHEREAS, the City of Inver Grove Heights has incurred and will continue to incur through November 15, 2020 documented expenses related to responding to the COVID-19 public health emergency as listed in Exhibit A;

NOW THEREFORE BE IT RESOLVED that the City Council for the City of Inver Grove Heights hereby adopts the spending plan for CRF funds attached in Exhibit A; and

BE IT FURTHER RESOLVED that the City Council for the City of Inver Grove Heights finds that the expenses in the spending plan attached as Exhibit A are eligible and necessary expenses pursuant to the findings listed in Exhibit B based on the existing treasury guidance regarding eligible CARES ACT CRF funding uses; and

BE IT FURTHER RESOLVED that the City Council for the City of Inver Grove Heights intends, on or before November 15, 2020, to reallocate unspent CRF funds to the eligible public safety payroll costs and provide final approval of the CRF Spending Plan.

Adopted this 14th day of September, 2020, by the City Council of Inver Grove Heights.

Ayes:

Nays:

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George Tourville, Mayor

Attest:

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Rebecca Kiernan, City Clerk

EXHIBIT A  
CORONAVIRUS RELIEF FUND SPENDING PLAN  
FOR THE CITY OF INVER GROVE HEIGHTS

| Priority Category        | Spent as of<br>7/31/2020 | Anticipated Costs<br>8/1 - 11/15 | Total Costs<br>Reimbursed | % of<br>Total |
|--------------------------|--------------------------|----------------------------------|---------------------------|---------------|
| Unbudgeted City Costs    | \$ 193,213               | \$ 274,263                       | \$ 467,476                | 17.5%         |
| Economic Support         | 19,766                   | 438,354                          | 458,120                   | 17.2%         |
| Enhanced Online Services | 0                        | 125,000                          | 125,000                   | 4.7%          |
| Public Safety Payroll *  |                          |                                  | <u>1,615,018</u>          | <u>60.6%</u>  |
| Total CRF Allocation     |                          |                                  | \$ 2,665,614              | 100.0%        |

EXHIBIT B  
CORONAVIRUS RELIEF FUND SPENDING PLAN  
FINDINGS FOR ELIGIBLE EXPENSES

To be eligible for CRF funds, the expenses must satisfy three distinct elements:

1) Necessary expenditures incurred due to the public health emergency with respect to COVID-19. An expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Coronavirus Relief Fund payments. Expenditures must be used for actions taken to respond to the public health emergency, including expenditures incurred to respond directly to the emergency, as well as expenditures incurred to respond to second order effects, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

(2) Costs not accounted for in the city's budget most recently approved as of March 27, 2020.

(3) Performance or delivery must occur during the covered period, but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For cities, the covered period is March 1, 2020, to Nov. 15, 2020.

The eligible expenses in the City of Inver Grove Heights' CRF Spending Plan (Exhibit A) are deemed to meet this three-part test as further described below:

**Unbudgeted City Costs for Public Health Protective Measures** include cleaning and sanitizing supplies and services, the City's match for personal protective equipment funded by FEMA, building enhancements and modifications such as protective shields, park signage, and communication material to communicate public health and stay-at-home orders. Unbudgeted City costs also included the costs of technology improvements, equipment, and subscriptions to allow public employees to work from home and City Council meetings to be held virtually. These costs were necessary expenditures to protect public health and the health of public employees and elected officials, were not in the City's budget, and will be incurred during the covered period. The anticipated cost of these expenditures is \$147,877.

Unbudgeted City costs also includes the anticipated unemployment insurance payments made to the State of Minnesota for employees laid off due to the COVID-19 pandemic. The anticipated cost of unemployment compensation is \$87,657.

In addition, the City will install bi-polar ionization units into the HVAC systems of all of its facilities to enhance the safety of the public and employees. The anticipated cost of this public health improvement is \$200,000.

The City will be spending approximately \$21,942 to make technology improvements to enable public employees to telecommute and allow for virtual public meetings with city officials. These expenses include equipment and subscription.

The City also anticipates a cost of approximately \$10,000 to administer the CARES Act funding to reimburse for out-of-pocket legal and consulting fees.

The total anticipated cost for Public Health Protective Measures is \$467,476.

**Economic Support.** The City will provide economic support in connection with the COVID-19 public health emergency to reimburse for the costs of business interruption caused by the required closures. Specifically, the City will:

- 1) Pay bars and restaurants the cost of liquor license fees they incurred but were not able to use due to closures. The anticipated cost is \$19,766.
- 2) Use \$270,000 to provide grants to small businesses who experienced business interruption caused by the required closures.
- 3) Use \$140,000 to provide grants to nonprofit organizations who experienced business interruption caused by the required closures or who provided food delivery, served homeless populations, prevented homelessness, or otherwise enabled compliance with COVID-19 public health precautions.
- 4) Pay for administration of the grant programs.

**Enhanced Online Services.** The City anticipates spending \$125,000 on CityView, a module for the City's existing IT platform that will allow the City to provide a significant number of its services on-line, including electronic plan submittal and plan review. By enhancing online services, the City will be protecting public health for residents, contractors and business owners, as well as public employees, by allowing the public to obtain city services without leaving their home or business.

**Public Safety Payroll Costs** include payroll and benefits for police and fire department employees during the period March 7, 2020 through November 15, 2020, excluding overtime pay to respond to civil disturbances.

The police department priorities and activities changed due to the pandemic. Police functions such as school resource officers, community outreach programs in parks and multi-family properties and the Citizens Academy and special projects were cancelled due to the pandemic and police employees were redeployed as patrol officers to monitor and enforce pandemic-related "stay-at-home" orders and guidance. The police respond to complaints coming from within the City to the State's COVID-19 hotline.

The fire department is responsible for emergency medical calls and transportation with the City. The method and staff allocated to respond to these calls had changed to take adequate safety precautions in response to the pandemic requiring extra staff and vehicles. After a suspected COVID-19 call the staff

and vehicle must be decontaminated at a special decontamination station. If another call comes in during the cleaning process, an otherwise off-duty crew or exempt employees must respond to the call. Training time at the recruit academy has doubled in order to maintain social distancing practices. The recruit academy is essential to the mostly volunteer department.

Furthermore, the United States Treasury has provided guidance that “as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency....”;

The total eligible expense is anticipated to be \$5,200,624 of which approximately \$1,615,018 will be reimbursed with CRF funds.

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Consider Resolution Transferring Certain Coronavirus Relief Funds to EDA for Small Business and Nonprofit Assistance Purposes**

Meeting Date: September 14, 2020  
Item Type: Regular Agenda  
Contact: Amy Hove, 651-450-2521  
Prepared by: Amy Hove, Finance Director  
Reviewed by: Bridget Nason, City Attorney

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input checked="" type="checkbox"/> | Other – CARES Funds Transfer       |

**PURPOSE/ACTION REQUESTED**

To approve transfer of certain Coronavirus Relief Funds to the Inver Grove Heights Economic Development Authority for purposes of providing grants to eligible small businesses and non-profit organizations.

**SUMMARY**

At the September 8, 2020 work session, the City Council reviewed eligibility requirements for the City's \$2,665,614 distribution of Federal CARES Act (Coronavirus Relief Fund) dollars. The City identified four major priorities for fund allocation, including providing economic support to the IGH Community. The proposed CARES Act Spending Plan for the City allocates \$458,120 towards achieving this goal, including allocating \$270,000 in grants through a Small Business Assistance Program and providing \$140,000 in grants through a Non-Profit Assistance Program.

It is recommended that the Coronavirus Relief Funds to be used for these assistance programs be transferred from the City to the EDA and that the small business and nonprofit grants be made by the EDA. The attached resolution authorizes the transfer of up to \$270,000, plus applicable administrative costs, to the EDA for a Small Business Assistance Program and the transfer of up to \$140,000, plus applicable administrative costs, to the EDA for a non-profit assistance program. The EDA will ultimately be responsible for approving applications for both assistance programs and awarding grants to eligible applicants.

Staff recommends approval the attached Resolution Transferring Certain Coronavirus Relief Funds to the EDA for Small Business and Nonprofit Assistance programs.

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA  
RESOLUTION NO. 2020-190**

**RESOLUTION AUTHORIZING TRANSFER OF CORONAVIRUS RELIEF FUNDS BY  
THE CITY OF INVER GROVE HEIGHTS TO THE INVER GROVE HEIGHTS  
ECONOMIC DEVELOPMENT AUTHORITY FOR ADMINISTRATION OF CERTAIN  
CORONAVIRUS RELIEF FUNDS FOR SMALL BUSINESS AND NONPROFIT  
ASSISTANCE PROGRAMS**

**WHEREAS**, the City of Inver Grove Heights (“City”) has received Coronavirus Relief Funds (“Funds”) from the State of Minnesota, as authorized by Congress pursuant to the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

**WHEREAS**, the CARES Act authorizes the City to transfer all or a portion of the Funds to other units of government; and

**WHEREAS**, the CARES Act authorizes Funds to be used for grants to small businesses to reimburse the costs of business interruption caused by the COVID-19 pandemic; and

**WHEREAS**, the City proposed to transfer up to \$270,000 of the Funds to the Inver Grove Heights Economic Development Authority (“EDA”) to provide assistance to certain eligible businesses (the “Small Business Assistance Program”), plus such additional funds as may be necessary to pay for the administrative costs of the Small Business Assistance Program, and up to \$140,000 of the funds the purpose of providing grants to certain nonprofit organizations (the “Nonprofit Assistance Program”), as well as such additional funds as may be necessary to pay for the administrative costs of such Nonprofit Assistance Program, both of which are designed to help offset the financial impacts for small businesses and nonprofits that have been directly impacted by the COVID- 19 pandemic; and

**WHEREAS**, the City Council of the City of Inver Grove Heights (the “City Council”) has determined that transferring the funds for and administration of these Programs to the EDA for Program purposes is in the best interests of the City and that the Funds designated for Program uses will comply with federal and state guidelines for the use of the Funds under the CARES Act.

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

1. The City Administrator and staff are authorized and directed to transfer the following Coronavirus Relief Funds received by the City to the EDA for the EDA to administer a Small Business Assistance Program and a Nonprofit Assistance Program in accordance with all applicable federal and state guidelines for expenditure of such



funds, along with necessary administrative costs for such programs, as follows:

- a. An amount not to exceed \$270,000 for the Small Business Assistance Program, plus such additional funds as needed for related administrative expenses related to the Small Business Assistance Program; and
- b. An amount not to exceed \$140,000 for the Nonprofit Assistance Program, plus such additional funds as needed for related administrative expenses related to the Nonprofit Assistance Program.

Passed by a vote of \_\_\_\_\_ in regular session of the City Council on the 14<sup>th</sup> day of September 2020.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

Attested:

By: \_\_\_\_\_  
Rebecca Kiernan  
Its: City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR CITY COUNCIL ACTION

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACTUAL SERVICE AGREEMENT AND RELATED SOFTWARE LICENSE AND SUPPORT AGREEMENT WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION**

Meeting Date: September 14, 2020

Item Type: regular

Prepared by: Heather Rand,  
Community Development Director

Contact: 651-450-2546

**Fiscal/FTE Impact:**

|                                     |                                                           |
|-------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/>            | None                                                      |
| <input checked="" type="checkbox"/> | Amount included in current budget                         |
| <input type="checkbox"/>            | Budget amendment requested                                |
| <input type="checkbox"/>            | FTE included in current complement                        |
| <input type="checkbox"/>            | New FTE requested – N/A                                   |
| <input checked="" type="checkbox"/> | Other (Federal CARES Act and already budgeted city funds) |

**PURPOSE/ACTION REQUESTED:**

Adopt a resolution authorizing appropriate city parties to execute a contractual service agreement and the directly related software license and support agreement with CityView, a division of N. Harris Computer Corporation at a fee not to exceed \$122,027 for software, licenses, implementation services and training and \$11,282 for annual software maintenance. Project will be funded with up to \$125,000 of CARES Act Funds and \$8,309 of funds approved by city council last March as part of a 2019 Budget Carry Over for Community Development Department, for part of the project (Account codes 101.45.3300.419.60018 and 101.45.3300.419.60042).

**SUMMARY:**

As a growing city with limited staff and a goal of providing responsive, quality customer service, the Community Development Department has been researching options that will provide process improvements to achieve such ends. We had intended to undertake a CityView software improvement project that would upgrade our service provision in the Building Inspections Division this fall with existing funds in our department budget (technically they are 2019 city council approved carryover budget funds). In March, due to the COVID-19 Pandemic, city staff realized the necessity for undertaking an even larger CityView software improvement project and related staff training to more fully enhance for customers and city employees, not only city Building Inspection Division Services, but also the construction and development services provided in an integrated way between the city's Building Inspection, Planning, City Engineering, Code Compliance, Finance (cashiering), Fire Marshall and City IT/GIS service divisions. The city has utilized a software suite called CityView, a division of N. Harris Corporation since summer 2017, expanding capacity and capabilities of such in a more focused manner over the course of the last year and a half. With professional input and assistance from the city's IT Manager, the city's Community Development Department solicited and refined a project service proposal with CityView staff that would enable the city to achieve even greater levels of online service provision and responsiveness, the details of which may be found in the attached August 18, 2020 dated proposal from CityView (Harris Corp). Staff have also received online demonstration's from CityView staff on certain components of the proposal, and have visited extensively with the city of Bloomington, MN staff who utilize the CityView software suite add-ons being proposed for the city of Inver Grove Heights at this time.

Implementation of the new CityView software suite components will enable electronic plan submittal to the city and its various departments, more coordinated review and tracking among city department Divisions (Planning, Building Inspection, Fire Marshall, City Engineering, Planning, IT GIS, Finance) of plan review status and deadlines, and the online scheduling of city inspection appointments by customers, online contractor licensing, and electronic integration of property records with city GIS database, interactive mapping and Laserfiche document management that will be helpful to both residents, customers and city staff.

The CARES Act Funds in addition to previously budgeted Community Development Department funds, may now be judiciously utilized to elevate this city's level of safety and responsiveness in making the proposed CityView software and licensing acquisition. Staff recommend prompt authorization for contract agreement, so that we may devote the time necessary to implement the project in light of CARES Act funds spending deadlines fast looming (November 15).

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

**RESOLUTION NO. 2020-191**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACTUAL SERVICE AGREEMENT  
AND RELATED SOFTWARE LICENSE AND SUPPORT AGREEMENT WITH CITYVIEW, A  
DIVISION OF N. HARRIS COMPUTER CORPORATION**

WHEREAS, the city has need of making enhancements to its online service provision as a response to the COVID-19 Pandemic and has received federal CARES Act funds to support such, and

WHEREAS, the city desires to achieve greater pandemic safety and city service responsiveness to its residents and other customers by acquiring access to and implementation of certain software improvements and licensing as outlined in a August 18, 2020 dated proposal from CityView, a division of N. Harris Corporation and related contractual service agreement and software and support agreement, and

WHEREAS, such project and related agreement costs will be funded by a combination of CARES Act funds (up to \$125,000) and city Community Development Department budgeted funds (\$8,309).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the city council approves and authorizes appropriate city parities to execute contractual service agreement and related software license and support agreement for software, licensing, implementation, training and maintenance services to be performed by CityView as delineated in a August 18, 2020 dated proposal from CityView, a division of N. Harris.

Adopted by the City Council of Inver Grove Heights on this 14th day of September, 2020.

Ayes:

Nays:

ATTEST:

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George Tourville, Mayor

---

Rebecca Kiernan, City Clerk





# City of Inver Grove Heights, MN

WORKSPACE MIGRATION, ELECTRONIC PLANS REVIEW, ETC.

August 18, 2020

Susan McCormick  
Senior VP Customer Success

CityView  
4464 Markham St., Suite 1202  
Victoria, BC V8Z 7X8

1.800.665.5647  
[smccormick@harriscomputer.com](mailto:smccormick@harriscomputer.com)



## TRANSMITTAL LETTER

CityView, an unincorporated division of N. Harris Computer Corporation  
4464 Markham Street, Suite 1202,  
Victoria, BC., V8Z 7X8 Canada  
Toll-Free: 1.800.665.5647

August 4, 2020

**Heather Rand**

Community Development Director  
City of Inver Grove Heights  
8150 Barbara Avenue | Inver Grove Heights | MN 55077

**RE: Proposal for Workspace Migration**

Dear Heather,

Thank you for the opportunity to provide this proposal based on our recent discussions. This includes a primary project to migrate the City's current suite of solutions to CityView Workspace with the MS Word Add-in, CityView Electronic Plans Review, as well as a Property Integration to the City's GIS database, the CityView Esri ArcGIS Mapping Extension, and an integration to Laserfiche.

Sincerely,

Susan McCormick  
Senior VP of Customer Success  
Telephone: 1. 250.475.6600  
Email: [smccormick@harriscomputer.com](mailto:smccormick@harriscomputer.com)

## PROPOSAL FOR WORKSPACE MIGRATION

This proposal covers the training and implementation services to migrate the City's entire environment to CityView Workspace, including CityView Property Information, Permits and Inspections, Code Enforcement, Rental Housing, and Cashiering. The City also has CityView Mobile, CityView Portal and the MS Outlook Add-in, but these are not impacted by the migration to Workspace. As part of the Workspace migration, the City will also need to purchase the MS Word Add-in, therefore this has been included. Note: The City is not being charged for the CityView Workspace software. This proposal also includes CityView Electronic Plans Review, Laserfiche Integration, Property Integration to the City's GIS database, Esri ArcGIS Mapping Extension, online inspection scheduling, implementation of contractor licensing verification, and Advanced Training.

### CITYVIEW WORKSPACE, MS WORD ADD-IN

CityView Workspace is a fully browser-based application that is intended to completely replace the CityView Desktop client. With a modern user interface, built on the most up-to-date browser technologies available, our developers have created an application that is easy to learn, free of unnecessary screen clutter, and provides instant access to all of your business-critical data. Users can view and maintain the information pertinent to their land management records all from one dynamic page per application or case, eliminating the need for flipping around to various screens and tabs to locate important information. The secure browser design allows IT departments to make the system readily available to staff users from their homes, which is a great benefit and comfort in the year 2020.

CityView Workspace requires letters to be generated in MS Word format. The City currently uses older (RTF) technology, which was typical in CityView Desktop implementations. As part of this project, the City would be purchasing the MS Word Add-in and CityView would train their staff on how to convert their existing RTF templates to Word so that the City does not need to bear the full cost of CityView converting their existing letter templates to the new format. CityView will convert five (5) templates, of the City's choosing, as part of this project. CityView will recommend the templates that are most important to convert.

CityView will start the migration project by doing remote (webex) walkthroughs with subject matter experts (SMEs) in each area so that they can learn how to use the new user interface sufficiently well that they can test their respective areas of the software.

**2 x 2 hour remote walkthroughs for each of the 3 departments (Building, Code Enforcement and Rental Housing) has been included in this proposal.**

The SMEs will then proceed to test the system on a CityView-hosted testing environment and CityView will fix any issues where the software is not working correctly relative to how CityView Desktop was working. It is a very different look-and-feel, so CityView will only be fixing issues where the business-critical functionality is defective compared to the behavior in CityView Desktop and there is no reasonable alternative solution provided by the new user interface. This keeps the timeline short and the migration costs to a minimum.

**48 hours of validation refinements to fix any issues reported by the users during their testing**

Once the testing and fixes are complete, the environment will be moved to an on-premise test environment where the City will be able to perform acceptance testing on their own infrastructure. Upon completion of acceptance testing, CityView will come **onsite†** for End User Training and Go Live Facilitation.

**This proposal includes 3 days of training and 1.5 days of Go Live Facilitation.**



## ELECTRONIC PLANS REVIEW, LASERFICHE, PROPERTY/GIS

The City would like to implement Electronic Plans Review (for Permits & Inspections) in conjunction with this project, as well as change their property data source so that it is routinely loaded from GIS, thereby improving the efficiency of City staff because they will no longer need to manually update property data in CityView.

**Electronic Plans Review** provides a fully paperless workflow, allowing contractors and public applicants to apply for permits online, upload their submittal documents, and receive corrections notices and marked-up plans all from the comfort of their homes. City staff will be able to receive submittal documents, verify their completeness, review and markup plans, and request resubmittals without ever generating a single piece of paper and without ever needing the applicant to appear in person at City Hall. The plans can be stamped electronically and made available for the applicant to download online, along with their permit certificate.

Applicants will be prompted to upload plans and other submittal requirements through CityView Portal. City staff will receive those plans through CityView Workspace and they will be routed to the appropriate reviewing departments who will mark them up using Bluebeam Revu. CityView is an authorized reseller and Gold partner of Bluebeam and we have integrated their comprehensive set of markup tools into our solution, allowing reviewers to put comments directly onto the plans and then save them back into the CityView database so that they can be inserted into Corrections Notices. Comments, notices, and marked up plans are made visible online through CityView Portal, and the markups are superimposed on top of resubmitted plans for the convenience of staff who need to re-review the new plans.

The City will implement a **Property Integration** to their GIS database under this proposal, and add on the CityView Esri ArcGIS Mapping Extension so that users can view, interact and leverage their maps within the context of their daily work in CityView. CityView will create a scheduled process that will routinely import property data into CityView (i.e. parcel, address and owner information) from the GIS database. That way, CityView Property Information will be synchronize with the GIS data, thereby eliminating the need for users to add and maintain properties, addresses and owners manually. The maps will appear throughout the CityView Workspace user interface, providing spatial context and easy access to map data.

This proposal also includes integrate with **Laserfiche** and the CityView solutions. Since 2009, CityView has implemented Laserfiche integrations for 20+ customers and it continues to be our preferred Electronic Document Management System. Our distinctive EDMS Framework has been recognized as a deep, two-way integration that ensures organizations are able to maximize their investment in both systems and ensure retention periods are adhered to without the need for extra effort on the part of staff who manage and work with documents on a daily basis.

The City has two pieces of functionality that were never fully implemented in previous projects that CityView will complete during this project. The first is the ability to schedule inspections online. This could have been implemented when the City first implemented CityView Portal, but the City did not feel that it was a priority at that time. They would now like CityView to complete this aspect of their Portal project. Additionally, the City currently has no automation for blocking permit issuance if the contractor's license is invalid at the time of issuance. Staff does get the popup when adding an invalid contractor to an application, but there is no check before the permit gets issued. They have other Contractor Licensing needs that require the purchase and implementation of CityView Business Licensing, so those will be addressed in a subsequent project.



CITYVIEW COST PROPOSALS ARE PROPRIETARY AND CONFIDENTIAL. Below are the costs associated with this proposal. **Prices will be honored until December 31, 2020** (note any applicable taxes are extra).

| Cost Summary                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Software & Licenses                                              | CityView MS Word Add-in (\$4,900)<br>CityView Electronic Plans Review (\$26,000)<br>10 Bluebeam Revu eXtreme named user licenses (\$599 ea)<br>Electronic Document Management Extension (\$4,900)<br>Esri ArcGIS Server Mapping Extension (\$5,000)<br><b>LESS \$6,000 VALUED CUSTOMER DISCOUNT</b>                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 35,890         |
| Implementation Services                                          | Migration of CityView environment to Workspace (\$23,450)<br>Configuration of EPR for Permits & Inspections (\$19,600)<br>Eight (8) Word letter templates included in above<br>Additional configuration (inspection scheduling, contractor license verification in Permits & Inspections) included in above<br>Property Integration to City's GIS database (\$9,800)<br>Configuration of Laserfiche integration (\$3,150)<br>Configuration/consultation for Mapping integration (\$2,100)                                                                                                                                                                                                                                    | \$ 58,100         |
| Training                                                         | Workspace migration (\$11,550) <ul style="list-style-type: none"> <li>• 3 days of End User Training for up to 10 students,</li> <li>• 1.5 days of Go Live Facilitation,</li> <li>• 8 hours of Word Add-in training for up to 6 students</li> </ul> Electronic Plans Review (\$14,300) <ul style="list-style-type: none"> <li>• 8 hours of Electronic Plans Review user training,</li> <li>• 4 hours REMOTE Bluebeam Revu training,</li> </ul> REMOTE Advanced Training for up to 6 students: <ul style="list-style-type: none"> <li>• 16 hours SysAdmin training,</li> <li>• 24 hours of Configuration training (12 hours Basics, 4 hours Workflow, 8 hours Business Rules),</li> <li>• 4 hours Reporter training</li> </ul> | \$ 28,037         |
| <b>Total</b>                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$ 122,027</b> |
| Travel & expenses                                                | billed on a cost recovery basis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$ 7,950          |
| Annual Fees                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |
| Annual Software Maintenance (in addition to current maintenance) | CityView Products: will be pro-rated to align with City's annual maintenance period, due annually thereafter, and subject to regular increases. (\$9,792 year 1)<br>Bluebeam Revu eXtreme maintenance (\$1,490 year 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 11,282         |

†All onsite time is subject to travel restrictions being lifted. Should Covid-19 still be limiting our ability to travel, all onsite services will be conducted remotely at the same cost (less the travel expenses.)

Travel and expenses are billed on a cost recovery basis and billed as incurred. The price proposal presents an estimate of these costs based on our experience and reasonable costs of economy flights, rental car, hotel, other direct expenses, a per diem meal (no receipts provided) rate of \$65/day week days and \$110/day for weekend days and a travel time rate of \$85/h and mileage charges consistent with the Internal Revenue Service published guidelines.

**\*Price of Bluebeam Revu licenses cannot be guaranteed beyond 30 days.** This proposal includes five (5) user licenses of Bluebeam Revu eXtreme at \$599 per user. These are named user licenses; therefore, additional licenses may be required if they City has more than 5 users who will need to access the plans for markup, flattening, etc. Simply opening the plans to look at them does not require Bluebeam Revu; that can be done in any PDF viewer such as Adobe Reader.



## CONTRACTUAL SERVICES AGREEMENT

This Contractual Services Agreement (the "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 between N. Harris Computer Corporation ("CityView" and "Vendor"), and the City of Inver Grove Heights, MN ("Licensee" and "City") is effective as of \_\_\_\_\_ (the "Effective Date").

WHEREAS, CityView and Licensee have entered into a Software License and Support Agreement on \_\_\_\_\_, 2020 ("License Agreement")

WHEREAS, the City, as Licensee requires certain professional services to be provided for new Software Modules licensed under the License Agreement

WHEREAS, CityView shall provide such services pursuant to the terms of this Agreement

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and CityView agree as follows:

### **1. Definition**

Each party acknowledges that it may receive Confidential Information from the other party or otherwise in connection with this Agreement. "Confidential Information" means all information or material that the disclosing party treats as confidential and any information relating to third parties that the disclosing party has an obligation to treat as confidential, which is disclosed by or obtained by a party in connection with this Agreement, whether such information is in oral, written, graphic or electronic form, which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction.

### **2. Confidentiality Obligations**

Each of the parties agrees:

- i. to maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;
- ii. not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;
- iii. not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;



- iv. not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and
- v. to take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

### **3. Services**

The Statement of Work below generally describes the requirements of both parties to implement the new Software Modules that are being licensed under the License and Support Agreement and which are more fully described in the Statement of Work. Previously licensed Software and Modules are not affected by this Agreement and the Statement of Work.

### **4. Schedule of Work**

Generally, CityView's implementation services bench is booked 30-60 days in advance. The City will be added to the schedule after the Agreement is executed.

### **5. Data Conversion**

In the event that data conversion is required, it is possible there will be anomalies in the data that cannot be reconciled. CityView will convert the data as it is in the database. However, if there is data that does not match the format of the field (i.e. alpha characters in a numeric field), or if there is inconsistent information, CityView either will not bring that data in or the inconsistencies will be converted as is. CityView will report any data anomalies found during the conversion process.

### **6. Warranty**

Vendor's sole warranty in relation to the services are the services shall be provided in a professional and workmanlike manner, and that the Vendor shall diligently perform its duties under the Statement of Work.

The City shall diligently perform its duties under the Statement of Work.

**DISCLAIMER.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THIS SECTION, THE SERVICES ARE PROVIDED TO THE CITY "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

CITYVIEW DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICES AND ANY MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF THE CITY'S PARTICULAR REQUIREMENTS. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED

SIGNING OFFICER OF CITYVIEW.

## **7. Payment**

The City shall pay Vendor the amounts as detailed in the Statement of Work at the times detailed therein or as otherwise invoiced by Vendor. The non-payment of any invoice will permit the Vendor to suspend all further services upon the provision of notice to the City. Any suspension shall automatically suspend any required time frames of delivery in the Statement of Work and the Vendor shall be permitted to update at its discretion new delivery dates. Any suspension of services shall be lifted once the City has paid all outstanding invoices or other required payments. The Vendor shall act in a commercially reasonable manner when the Vendor updates all delivery dates in the Statement of Work. This section shall survive the termination of this Agreement.

## **8. Pricing**

This Price Proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by CityView ("Trade Secret"). A Trade Secret includes, but is not limited to, any formula, pattern, device, or compilation of information that is used in one's business, which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm CityView if any of our Trade Secrets were known to our competitors, it is CityView's policy that the Price Proposal not be disclosed to any party outside of the party addressed as the recipient of this agreement. As such, the Price Proposal shall be used or disclosed only for evaluation purposes, and for no other purpose whatsoever. Further, in the event a contract is awarded to CityView as a result of, or in connection with, the submission of this Proposal, City shall have the restricted right to disclose the entire contract dollar amount; however, this disclosure may not include itemized data herein to the extent provided in the resulting contract.

## **9. Remedies**

The City and the Vendor recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of the Vendor arising from this Agreement. The parties agree that in all such circumstances the City's remedies and the Vendor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

## **10. Limitation of Liability**

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CITYVIEW, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND CITY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS SUPPLIED BY CITYVIEW IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORIES, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO CITYVIEW BY CITY PURSUANT TO THE RELEVANT STATEMENT OF WORK.

IN NO EVENT SHALL CITYVIEW, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN



CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**11. Intent.**

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

**12. Remedies.**

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of the Vendor arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

**13. Expiration & Termination**

**Events of Default.** Each of the following events shall constitute an "Event of Default":

- A. The Vendor shall fail to observe, perform or comply with any material term of this Agreement which is to be observed, performed or complied with by the Vendor, if such failure continues fully uncured for thirty (30) calendar days after the City gives the Vendor written notice of the failure and the specific nature of such failure.
- B. The Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor's insolvency.

**14. Termination Upon Event of Default.**

In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Vendor, the City shall have the right to terminate this Agreement upon written notice to the Vendor.

**15. Expiration.**

Unless extended as provided for herein, this Agreement shall naturally expire on receipt of the Completion Statement from the City. The expiration of this Agreement under this term shall neither affect nor require the termination of the License and Support Agreement.

**16. Payment Upon Termination.**

Upon a termination of this Agreement, the City shall pay to the Vendor the part of the Compensation which would otherwise be payable to the Vendor with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.

**17. Termination by Vendor.**

Vendor may terminate this Agreement only upon the breach by the City of a material provision of this Agreement.

**18. Survival**

Sections 2, 13, 14, 15 & 16 shall survive the termination of this Agreement. Any reference to the termination of this Agreement is deemed to also include the expiration of this Agreement.

**19. Counterparts**

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**20. Governing Law**

The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the Province of British Columbia without reference to principles of conflict of laws. This section shall survive the termination of this agreement.

**21. Entire Agreement**

This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. The License and Support Agreement is a completely separate agreement and does not form part of this Agreement.

**22. Assignment**

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to an affiliate of such party or to successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status.

**23. Successors and Assigns**

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

**24. Severability**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

**25. Waiver**

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

**26. Allocation of Risk**

City acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between City and CityView and set forth an

allocation of risk reflected in the fees and payments due hereunder.

**IN WITNESS WHEREOF**, City and CityView have executed this Contract as evidenced by dual signature below.

ACCEPTED:

CityView Authorized Signature:

Name: Susan McCormick

Title: Senior VP, Customer Success

Date: \_\_\_\_\_

ACCEPTED:

City Authorized Signature:

Name: George Tourville

Title: Mayor

Date: \_\_\_\_\_



**Quotation – Proprietary and Confidential**

| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                              |                               |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------|-------------------|
| <b>Request Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | August 18, 2020                                              | <b>Valid Until:</b>           | November 15, 2020 |
| <b>Client / Project:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | City of Inver Grove Heights, Migration to CityView Workspace |                               |                   |
| <b>Requestor:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Heather Rand                                                 | <b>Created By</b>             | Susan McCormick   |
| <b>Description of the Requested License/Services:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                              |                               |                   |
| <p>The City requests to have their entire CityView suite of solutions migrated to CityView Workspace. This requires the purchase of the CityView MS Word Add-in, as CityView Workspace does not support existing rich text (RTF) format letter templates. In addition, the City would like to add onto their CityView system: CityView Electronic Plans Review, including 10 named user licenses of Bluebeam Revu eXtreme; the CityView EDMS Extension for Laserfiche; Esri ArcGIS Server Mapping Extension; and a re-implementation of their Property Integration to point at their GIS database. This quotation includes all of the corresponding implementation services and training, as described in the Statement of Work that follows.</p>                                                                                                                                                                                                                                                                                                                       |                                                              |                               |                   |
| <b>List of attached documents:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                              |                               |                   |
| <ul style="list-style-type: none"><li>• Terms and Conditions</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                              |                               |                   |
| <b>Cost:</b><br>License Fees: \$35,890 (includes \$5,990 for 10 Bluebeam Revu eXtreme named user licenses)<br>Implementation Services: \$58,100 (includes configuration, project management, QA and environment mgmt.)<br>Training: \$28,037<br>Annual Software Maintenance (YEAR 1, pro-rated): \$11,282 (includes \$1,490 for Bluebeam Revu licenses)<br>Travel is estimated at \$7,950. All onsite services will be delivered remotely as long as Covid-19 travel restrictions remain in effect. Services costs will remain the same but there will be no costs for Travel & Expenses.<br>Travel and expenses are billed on a cost recovery basis and billed as incurred. The price proposal presents an estimate of these costs based on our experience and reasonable costs of economy flights, rental car, hotel, other direct expenses, a per diem meal (no receipts provided) rate of \$65/day week days and \$110/day for weekend days and a travel time rate of \$85/h and mileage charges consistent with the Internal Revenue Service published guidelines. |                                                              |                               |                   |
| <b>Total Estimated Cost:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$122,027 + ASM and travel & expenses (if applicable)        | <b>Planned Delivery Date:</b> | ASAP              |
| <b>Payment Terms:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | As per the attached Terms and Conditions                     |                               |                   |
| <b>QUOTATION APPROVAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                              |                               |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Print Name</b>                                            | <b>Signature</b>              | <b>Date</b>       |
| <b>Client Executive:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | George Tourville, Mayor                                      |                               |                   |
| <b>CityView Executive:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Susan McCormick                                              |                               |                   |



## Terms and Conditions

### Payment Terms

| Software Licensing                             | Deliverables                                                                                                                                                                                                        | Payment Milestone | Payment Terms                                               |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------|
| Software Licenses Include:                     | CityView will: <ul style="list-style-type: none"> <li>• Send the licensing key for CityView Licenses</li> <li>• Provide documentation to download the Solutions from the FTP &amp; CityView Connect site</li> </ul> | \$ 29,900         | Invoiced on execution of this quotation and due net 30 days |
| 10 Named User Bluebeam Revu Licenses (eXtreme) | <ul style="list-style-type: none"> <li>• Provide documentation to download the Bluebeam Software from Bluebeam site</li> </ul>                                                                                      | \$ 5,990          | Invoiced on execution of this quotation and due net 30 days |
| <b>Total Licensing</b>                         |                                                                                                                                                                                                                     | <b>\$ 35,890</b>  |                                                             |

| Annual Software Maintenance                                                                                                  | Deliverables                                                                                                                                                                                                                                         | Payment Milestone | Payment Terms                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------------------------------|
| Mandatory Annual Software Maintenance (subject to annual increase) in addition to your current software maintenance contract | Provides: <ul style="list-style-type: none"> <li>• All major and minor software upgrades</li> <li>• Unlimited technical support;</li> <li>• Unlimited access to the CityView FTP site</li> <li>• Unlimited access to the CityView Connect</li> </ul> | \$ 9,792          | Due on execution of this quotation, prorated to the City's current renewal period, and annually thereafter. |
| Bluebeam Revu Annual Software Maintenance (year 1)                                                                           | First line of support for Bluebeam Revu                                                                                                                                                                                                              | \$ 1,490          | Invoiced on execution of contract and due net 30 days                                                       |
| <b>Total Maintenance</b>                                                                                                     |                                                                                                                                                                                                                                                      | <b>\$ 11,282</b>  |                                                                                                             |

| Implementation Services        | Deliverables                                                                                                                                 | Costs     | Payment Terms                                               |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------------------------|
| Project Management             | Ongoing project facilitation, billing, issues resolution, escalation, resource allocation, scheduling, budget management, change orders etc. | \$ 17,000 | Invoiced on execution of this quotation and due net 30 days |
| Configuration and Integrations | Configuration of Electronic Plans Review, Word letter templates, Laserfiche, Property Integration, and GIS mapping extension setup.          | \$ 28,000 | Invoiced on setup of CityView-hosted Development            |

|                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                      | Deliverable is CityView-hosted development environment ready for validation testing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                  | environment, due net 30 days.                                                                                                  |
| Validation & Refinements                                                                                                             | <p>Perform remote review sessions, focusing on configuration and integrations, as well as migrated functionality. If it is determined that additional reviews are required outside what is stated in the Statement of Work, an estimate will be provided.</p> <p>Gather validation feedback. Identify in-scope vs. out of scope feedback. Implement any in-scope refinements arising out of the validation.</p> <p>Complete in-scope refinements arising from two week final client-acceptance testing. Deliverable is final, end-user-training-ready environment. Written acceptance by client is required.</p>   | \$ 13,100        | Invoiced on scheduling of first validation walkthrough session, or November 15, 2020, whichever comes sooner. Due net 30 days. |
| Training (assumed remote; if Covid-19 travel restrictions have been lifted, optional costs for onsite training have been estimated)† | <p>End-user training:</p> <ul style="list-style-type: none"> <li>• 3 days for Workspace training (up to 10 students)</li> <li>• 8 hours of Electronic Plans Review training (up to 10 students)</li> <li>• 4 hours of Bluebeam Revu training (up to 10 students)</li> </ul> <p>Advanced training:</p> <ul style="list-style-type: none"> <li>• 8 hours of Word Add-in training (up to 6 students)</li> <li>• 4 hours of CityView Reporter (up to 6 students)</li> <li>• 24 hours of Configuration &amp; Maintenance (up to 6 students)</li> <li>• 16 hours of Administrator training (up to 3 students)</li> </ul> | \$ 19,637        | Invoiced on scheduling of end user training, or November 15, 2020, whichever comes sooner. Due net 30 days.                    |
| Go Live Assistance                                                                                                                   | 1.5 days of go live facilitation to provide over-the-shoulder guidance and training to users                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 8,400         | Invoiced on first day of Go Live, due net 30 days.                                                                             |
| <b>Total Implementation Services</b>                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>\$ 86,137</b> |                                                                                                                                |

†Travel is estimated at \$7,950. All onsite services will be delivered remotely as long as Covid-19 travel restrictions remain in effect. Services costs will remain the same but there will be no costs for Travel & Expenses.

Travel and expenses are billed on a cost recovery basis and billed as incurred. The price proposal presents an estimate of these costs based on our experience and reasonable costs of economy flights, rental car, hotel, other direct expenses, a per diem meal (no receipts provided) rate of \$65/day week days and \$110/day for weekend days and a travel time rate of \$85/h and mileage charges consistent with the Internal Revenue Service published guidelines.



### **Project Acceptance**

After delivery of the configuration changes to the City's Test environment, the City will undertake acceptance testing using self-generated testing scenarios. Should the testing identify any defects, CityView will provide in-scope fixes at no additional charge in parallel to, or immediately subsequent to, the acceptance testing.

After all fixes deemed essential for go-live are provided and retested, the code will be frozen and CityView will prepare to deploy the changes to the production environment. The City will be asked to formally accept the delivered solution for Go-live. Following go-live the CityView project team will work with the City to record any known issues. The project team is responsible for the resolution of these known issues. 30 days after Go Live CityView will request a formal letter of acceptance that substantiates the product has been delivered and is being used successfully in a live, production environment.

During the first 4 weeks after go-live, the project team will begin to familiarize and transition the project to the Technical Support group. At the end of 4 weeks, the City will continue with support through the Technical Support group.

### **Change Order Management**

To ensure timely and effective delivery of the project, the scope will be tightly managed. Project change control procedures will be reviewed with the team at the beginning of the project to ensure that they are clearly understood. This review helps establish a common understanding of the need for project change control and the mechanics for implementing any changes to the scope of the project. Any alterations to the project scope, budget, or schedule will be documented and authorized via the Change Control process.

A Change Control refers to any modification and/or new development deviating from the baseline established in the Statement of Work and Scope Document. It includes changes to the software, database, training, consulting services, or related processes. Each modification (or group of modifications) to the Contract, Statement of Work, or Scope Document must be documented and approved by a Change Control Form. All potential changes are compared against the project baseline in terms of functionality, schedule, cost, upgrade capability, maintainability and resources. Change Control requests can be raised by any member of the CityView or the City Project Teams.

The following steps will be followed with any changes to the baseline system:

- The change control process will begin with a team member identifying a function or design alternative not already identified as part of the baseline system or a function that is part of the baseline but because of design issues may impact cost, schedule, or resources
- The person requesting the change will complete a Change Control Form and forward it to the appropriate Project Manager to determine cost, resources, and schedule impact, and the PM will forward the request on to their counter-part. Once these are determined, approval by the CityView Project Manager and the City's Project Manager is required.
- Once approved (or denied), the change request is entered into the change control log and is placed on the agenda of the next Joint PM meeting

## **Issues and Problem Resolution**

An issue refers to any matter that requires someone to make a decision, and about which no agreement has been reached or can be routinely reached. Typically, issues impede project progress until they are resolved. Change Control items may become issues if they're not dealt with quickly, but Change Control items are specific to the process of authorizing design changes that impact scope, schedule or budget whereas issues can be related to anything about the project that needs to be decided.

The CityView Project Manager will maintain an issue log and will assign responsibility for the resolution of project issues and reports progress to City Project Manager and the CityView Project Team. Any Project Manager or team member can submit an issue for logging and resolution. Most project issues are expected to be resolved within the overall Project Team. If the issues are not resolved to the satisfaction of the Project Team, they may need to be escalated to the appropriate level.

Typical project situations requiring escalation include conflicting resource demands threatening project staffing, group dependencies not being met, scope disagreements and issues with functionality of the project's deliverables nearing release time.

### **Escalation Process:**

CityView escalation levels in the order listed below:

1. Project Manager
2. Director of Professional Services
3. VP Business Operations
4. Executive Vice President

City escalation levels in the order listed below:

1. Project Manager
2. Community Development Director
3. City Manager

## Statement of Work

### Inclusions:

Migration of the City's entire environment to CityView Workspace, including CityView Property Information, Permits and Inspections, Code Enforcement, Rental Housing, and Cashiering. The City also has CityView Mobile, CityView Portal and the MS Outlook Add-in, but these are not impacted by the migration to Workspace.

Infrastructure Review

Configuration of CityView Electronic Plans Review, eight (8) MS Word letter templates, Laserfiche Integration, Esri ArcGIS Mapping Extension, online inspection scheduling, and simple contractor licensing verification.

CityView will convert five (5) existing RTF templates, of the City's choosing, as part of this project. There are three (3) brand new letter templates accounted for with the implementation of CityView Electronic Plans Review. CityView will recommend the templates that are most important to convert. CityView will then train designated City staff on how to convert their remaining, existing RTF templates to Word.

Property Integration to the City's GIS database.

Remote (webex) walkthroughs with subject matter experts (SMEs) in each area so that they can learn how to use the new user interface sufficiently well that they can test their respective areas of the software.

2 x 2 hour remote walkthroughs for each of the 3 departments (Building, Code Enforcement and Rental Housing) has been included. 2 x 2 hour remote walkthroughs for acclimating users to the new workflow pertaining to Electronic Plans Review has also been included.

Once configuration is complete and the walkthroughs have been conducted, the SMEs will proceed to test the system on a CityView-hosted testing environment. CityView will fix any issues where the software is not working correctly relative to how CityView Desktop was working. CityView Workspace has a very different look-and-feel and CityView will only be fixing issues where the business-critical functionality is defective compared to the behavior in CityView Desktop and where there is no reasonable alternative solution provided by the new user interface.

48 hours of validation refinements to fix any issues reported by the users during their testing.

Issues related to Electronic Plans Review, Property Integration, GIS, and other in-scope configuration will be addressed as well. Laserfiche testing will be deferred until UAT (below).

Once the testing and fixes are complete, the environment will be moved to an on-premises TEST environment where the City will perform User Acceptance Testing on their own infrastructure.

Upon completion of acceptance testing, CityView will perform End User Training and Go Live Facilitation.

This proposal includes 3 days of Workspace training, 8 hours of Electronic Plans Review training (+ 4 hours of Bluebeam Revu training), 1.5 days of Go Live Facilitation, and 52 hours of Advanced Training (Configuration, Reporter, System Administrator.)

**The entire project will go live at one time. No phasing has been included.**

**Exclusions:**

Provision of hardware, databases and third party software.

Setup and support of network infrastructure supporting CityView.

Configuration items not specified are excluded, unless addressed by a change order.

All product customizations are excluded, unless addressed by a change order.





## SOFTWARE LICENSE AND SUPPORT AGREEMENT

**This Software License and Support Agreement between CityView, an unincorporated division of N. Harris Computer Corporation ("CityView"), and the City of Inver Grove Heights ("Licensee") is effective as of [REDACTED], 2020 (the "Effective Date").**

Whereas CityView and Licensee entered into a previous software license and support agreement dated April 12, 2017, for the provision of certain software modules (the "**Old Agreement**");

Whereas CityView proposes to license its software application to Licensee on the terms and conditions set out in this Agreement;

Whereas CityView desires to provide the Licensee with support and maintenance services related to its software application;

Whereas the Licensee has received the proper approvals such that it will license the software application;

Now therefore, the two parties agree to the following:

### **1. DEFINITIONS**

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings, and to the extent that any capitalized words are not defined in this Agreement but in either the Support and Maintenance Agreement or in the Contractual Services Agreement, then those words shall have the meaning ascribed to them in those respective agreements with priority being assigned to the Contractual Services Agreement and then to the Standard Support Service Level Agreement.

- a. **"Add-on"** means an individual component of the software that provides a specific functionality.
- b. **"Agreement"** means this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement.
- c. **"Confidential Information"** means the Software and all information or material that either party treats as confidential which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction.
- d. **"Configuration Console"** is a set of tools used for the process of defining the values of parameters for the Software and automating the software. This includes but is not limited to Lookup table values, Fees, Letter templates, Activity-based workflows, custom data fields, organizational roles, business rules definable in the Software rules engine and expression writing.
- e. **"Completion of Services"** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- f. **"Core Software"** means that portion of the Software that provides the base functionality which, when installed and implemented, will always be in operation when the Software is in operation on the Designated Computer System.
- g. **"Event of Default"** is deemed to have occurred if CityView: (1) ceases to market or make available maintenance or support Services for the Software during a period in which the Licensee is receiving support services pursuant to the Standard Service Level Support Agreement, or, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of CityView.
- h. **"Designated Computer System"** shall mean the Licensee's platform and operating system environment which is operating the Software.
- i. **"Documentation"** shall mean user guides, operating manuals, technical manuals, supporting materials, and other information relating to the use of the Software, whether distributed in print, magnetic, electronic, or video format.
- j. **"Maximum Concurrent Users"** shall have the meaning ascribed to it in section 3.
- k. **"Module"** means a particular application component of the Software that provides general functionality.
- l. **"Project"** means services to be provided pursuant to additional Modules or Add-ons (including Third Party Software) that are



- to be licensed to Licensee and which services are provided pursuant to a Short Form Contractual Services Agreement
- m. **"Software"** shall mean the licensed CityView application software consisting of the Core Software, the Configuration Console, the Modules and the Add-ons, including any updates provided subsequent to this Agreement, and including all copies made by whomsoever produced. Third Party software are not included in the definition of software.
  - n. **"Source Code"** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.
  - o. **"User"** means an agent of Licensee who has been provided with permission by CityView to be a User or an employee of Licensee while that agent or employee is engaged in using the Software.
  - p. **"Third Party Software"** means any software applications and services that CityView or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services as well as any third party software that is required to be obtained by Licensee directly from the applicable third party vendor in accordance with Section 6.

## **2. SCHEDULES**

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

|                |                                                          |
|----------------|----------------------------------------------------------|
| Schedule "A" - | Description of Licensed Software                         |
| Schedule "B" - | Optional Escrow Services Languages – <b>NOT SELECTED</b> |
| Schedule "C" - | Configuration Console Correct Usage Protocol             |
| Schedule "D" - | CityView Standard Support Service Level Agreement        |
| Schedule "E" - | Third Party Software                                     |

## **3. LICENSE**

Subject to the terms and conditions of this Agreement, including without limitation the payment of the License Fees, CityView hereby grants the Licensee a non-transferable, non-exclusive and limited license to:

- a. Use the Software on Licensee's Designated Computer System for its own internal business purposes or operations with access to third parties as reasonably necessary for the intended use and otherwise in accordance with the Documentation. The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) of that computer;
- b. Copy the Documentation and copy the Software into any machine readable form for back-up, archival or training purposes in support of the Licensee's use of the Software on the Designated Computer System PROVIDED THAT:
  - i. the Licensee shall maintain a record of the number and location of copies made and to erase all such copies promptly when no longer in use or necessary;
  - ii. the copies, together with the original, shall remain the property of CityView; and
  - iii. the Licensee has not removed or obscured any copyright, trademark or other proprietary notices from the Documentation, Software and related materials supplied by CityView; and
- c. Customize the Software using (specifically) the expression writing capabilities of the Configuration Console and such customizations using the Configuration Console are not subject to the restrictions detailed in Section 4.

The Software and related materials supplied by CityView are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by CityView remain with CityView and any rights not expressly granted are reserved. Use of the Software and related materials supplied by CityView is subject to the applicable copyright laws and the express rights and restrictions of this Agreement.

The Software that is delivered to the Licensee includes all of the Modules, the Core Software, the Configuration Console and the Add-ons. The Licensee's use of these components is subject to the restrictions detailed in Section 4.

The number of Users who may access the Software at any one time is limited to the **"Maximum Concurrent Users"** as listed in Schedule "A". Any request to increase the number of Maximum Concurrent Users may entail additional license fees. The Licensee is not restricted in the number of employees or agents who may be permitted to use the Software. The restriction only applies to those accessing the Software at the same time.

The Software and/or some components may be licensed with the designation of "Read Only"; where this occurs the license permits users with view-only access to the Software but not the right to input, write or alter any data or information. Any applicable "Read Only" designation will be stated in Schedule "A" and those aspects of the Software will be licensed as such.

The license rights granted herein and the other terms and conditions of this Agreement do not apply to any third party software listed in Schedule "A" and Schedule "E" to this Agreement. Such third party software is licensed pursuant to and subject to all of the terms and conditions set out in the applicable third party license agreements for such software. For greater certainty and without limiting the generality of the foregoing, CityView makes no warranties, express or implied with respect to the third party software, including without



limitation, their merchantability or fitness for a particular purpose and CityView accepts no liability of any kind whatsoever with respect to third party software.

#### **4. LICENSE RESTRICTIONS**

- a. Without limiting the generality of the License granted in Section 3 and any other restrictions listed in this Agreement, Licensee shall not, and will not allow, direct or authorize any other party, directly or indirectly, to: (i) use the Software for any purpose other than in connection with Licensee's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, (iii) attempt to reconstruct or discover the Source Code of the Software or to otherwise convert it into human readable code; (iv) modify or create derivative works of the Software; (v) rent, lease, lend, or use the Software for timesharing or bureau use; (vi) allow a third party to copy, access, or use the Software; (vii) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement or; (viii) attempt to access a Module or Add-on for which a license has not been granted. Licensee shall be wholly liable to CityView for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit CityView to do otherwise.
- b. Licensee requires a separate License for each environment into which the Software or any portion thereof is read in machine-readable form for operation on such Designated Computer System in a production environment.
- c. The Licensee may only use the Software for which it has paid the license fees. Upon the payment of the applicable license fee Licensee shall be provided with the electronic key which will permit Licensee to use the components of the Software for which it has paid a license fee. The Licensee may at any time request a further license to use additional components, the use of which shall be subject to the payment of the appropriate license fee and the provision of an electronic key.
- d. The Licensee may only use the Configuration Console where it has paid the appropriate license fee. Upon the payment of the applicable license fee, Licensee shall be permitted to use the Configuration Console subject to any restrictions that may be detailed in writing when such permission is granted.
- e. Prior to the use of the Software for the initial and each renewal term, the use of the Software will be subject to the Licensee's receipt from CityView of an electronic key permitting access to the Software. The receipt of the key is subject to the renewal of the Standard Support Service Level Agreement. The Licensee acknowledges that it will not be able to use the Software in any fashion without the use of the key and that it understands fully its obligations in order to receive each applicable key.

#### **5. LICENSE FEES**

The rights granted to Licensee hereunder are subject to the Licensee paying to CityView the following license fees:

- a. A license fee to use the Software; license fee(s) in relation to the Modules for which the Licensee has requested access; and the license fee related to the Configuration Console, if requested by Licensee.
- b. The appropriate license fees are detailed in Schedule "A" and the Modules for which a license is provided and whether a license in the Configuration Console is provided are also listed in Schedule "A" (including the details of the applicable license fees). The list of licenses for Modules and the Configuration Console may be amended from time to time by a Statement of Work that specifically references this Agreement and which amends Schedule "A" by detailing those Modules that are being licensed or will no longer be licensed in accordance with the terms of this Agreement.
- c. Where a Project is undertaken, the license fees applicable to the Software related to the Project shall be detailed in a short form Contractual Services Agreement

The failure to pay such license fees within ninety days of an invoice shall automatically terminate this Agreement despite any cure periods provided elsewhere herein and section 9(a) shall apply.

In addition to the above required license fees, any services applicable to the installation, implementation, training or configuration of the Software (both at the time the initial license is granted and for any subsequent licenses) may require additional professional service fees for the provision of the applicable professional services both of which would be subject to this Agreement.

#### **6. SUPPORT**

In consideration of payment of the annual support and maintenance fee set out in Schedule "A" (the "Support and Maintenance Fees"), CITYVIEW will provide:

- a. Priority response on support requests regarding the Software, as described in the CityView Service Level Agreement Attached as Schedule "D";
- b. Remote diagnosis of operational issues related to the Software, provided that the Licensee has obtained, at its cost, the necessary software, hardware and instruction to allow CITYVIEW to provide such assistance.
- c. Updates for the Software at no extra charge except for magnetic media and courier costs, these updates to include minor changes, enhancements, improvements, and problem resolutions;

In consideration of the services set out above, the Licensee agrees to pay the Support and Maintenance Fees in accordance with the payment schedule set out in Schedule "A". Despite anything in the support terms or this Agreement to the contrary, the Support and



Maintenance Fees may be increased by CityView at the annual renewal time for Support and Maintenance and additionally if new modules are added to and become subject to this Agreement as described in subsection 3(c) above.

Where CITYVIEW has provided licenses to BLUEBEAM software pursuant to this Agreement, the Licensee must also purchase all support and maintenance services for the BLUEBEAM software directly from CITYVIEW. CITYVIEW agrees that Support and Maintenance Fees for the BLUEBEAM software shall not exceed the fees that would be charged by BLUEBEAM for equivalent support and maintenance services. Licensee agrees that CITYVIEW's support and maintenance services for the BLUEBEAM software are special and cannot be adequately provided by another third party because of the integration between the Software and BLUEBEAM software.

## **7. CONTEMPORANEOUS AGREEMENTS**

The parties agree that execution of the following agreements are conditions precedent to the effectiveness of this Agreement and that the following agreements shall be entered into no later than contemporaneously with the execution of this Agreement.

- a. the Contractual Services Agreement which shall detail CityView's installation and implementation services for the Software.

Additionally, the Licensee shall have the option of entering into an Escrow Agreement. In the event that Licensee wishes to have the Source Code to the Software deposited in an escrow account for Licensee's benefit, Licensee shall sign the escrow language in Schedule "B" and such terms shall apply to this Agreement. If executed, the Escrow Agreement shall govern the terms and conditions whereby Licensee could gain access to the Software source code for the purpose of maintaining and supporting the Software. Licensee shall be solely responsible for the costs associated with the Escrow Agreement as may be invoiced by CityView.

## **8. TERM AND TERMINATION**

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and is for a duration of one (1) year (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") subject to CityView's then current price structure unless either party provides written notice to the other party of its intention not to renew within ninety (90) days of the end of the then current term. The Initial Term and each Renewal Term shall collectively be referred to as the "Term".

- a. Prior to the completion of the Project, this Agreement may be terminated by Licensee at any time by providing CityView with notice only where the Licensee has terminated the Contractual Services Agreement in accordance with its terms. Otherwise, the Licensee may only terminate this Agreement prior to the completion of the Project where CityView has materially breached its obligations under this Agreement and failed to remedy them as permitted hereunder.
- b. CityView may terminate this Agreement where Licensee fails to comply with its obligations of confidentiality set out in section 11 or the obligations under section 4(a) of this Agreement, whereby CityView must notify the Licensee in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Licensee must correct the default at no additional cost to CityView, or issue a written notice of its own disputing the alleged default, in either case within ten (10) days immediately following receipt of a Default Notice.
- c. If the Licensee fails to correct the default, or issue a notice disputing the alleged default, in either case within ten (10) days following receipt of the Default Notice, CityView may terminate the whole of this Agreement including the grant of license to the Software and in such case the Licensee will be responsible for payment to CityView of only that part of the fee earned by CityView for that part of the Services performed in accordance with the Contractual Services Agreement, unless that agreement states otherwise, up to the time of communication of such notice of termination to the Licensee and the entire License Fee for all Software that was fully installed on the Designated Computer System. Once a dispute has been settled, to the extent that any issues still remain unresolved in the Default Notice, Licensee shall have ten (10) days to remedy such breach following the date of the settlement of the other issues.
- d. Despite the above, for any Default Notice alleging a breach Subsection 4(a) (iii), CityView may terminate this Agreement at any time following the delivery of a Default Notice despite Licensee rectifying such default.

## **9. PROCEDURE FOLLOWING TERMINATION**

- a. If this Agreement is terminated for any reason except an Event of Default, then within thirty (30) days following such termination, the Licensee shall destroy/return the Software and any documentation to CityView, at CityView's absolute discretion, and the Licensee shall certify, under the hand of a duly authorized officer of the Licensee, that all copies of the Software and Documentation or any part thereof, in any form, within the possession or control of the Licensee have been destroyed/returned to CityView.
- b. Upon the termination of this Agreement for any reason except for the terms set out in Schedule "B", the Licensee will not be entitled to access the Source Code through the escrow agreement where a valid escrow agreement exists.
- c. Upon the termination of this Agreement for any reason whatsoever, (i) the parties agree that the Standard Support Service Level Agreement expires on its own terms, (ii) and the confidentiality provisions shall survive and be binding on both parties for five (5) years from the date of termination.



## **10. CITYVIEW'S PROPRIETARY RIGHTS**

The grant of the License herein contained permits the limited use of the Software by the Licensee. Title to and all property in the Software, its name, logo and computer stored data shall remain exclusively with CityView.

The Licensee hereby acknowledges that the Software and the Documentation is the property of CityView and that the Software constitutes a trade secret, and agrees to exercise due care and diligence in safeguarding the Software, the Documentation and CityView's proprietary interest.

The Licensee also acknowledges that any negligence or deliberate violation of this Agreement on its part which results in failure to protect CityView's proprietary interest in the Software shall actually and materially damage CityView.

In order to ensure compliance with the terms of this Agreement, CityView shall be entitled, upon reasonable notice to Licensee and subject to CityView's compliance with Licensee's reasonable security measures, to enter upon the Licensee's premises during normal business hours and require the Licensee to produce such information, records and documents as may be required to ascertain compliance.

CityView may revise or update the Software from time to time at its discretion.

## **11. OWNERSHIP OF SOFTWARE AND CONFIDENTIALITY OBLIGATIONS**

- (a) The Licensee acknowledges that the Software contains proprietary information and Confidential Information of CityView which shall, at all times, remain the property of CityView and, in addition to its obligations outlined Section 4, the Licensee agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.
- (b) The Licensee will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) In order to assist Licensee with the protection of its proprietary information and Confidential Information and to enable CityView to ensure that the Licensee is complying with its obligations, Licensee shall permit CityView to visit during normal business hours any premises at which the Software is used or installed and shall provide CityView with access to its Software. CityView shall provide Licensee with reasonable notice of any such audit.

## **12. LIMITED WARRANTY OF PERFORMANCE**

CityView warrants to Licensee that:

- a. The Software shall function as described in the user documentation accompanying the Software from the Completion of Services if the Software is properly used in accordance with CityView's instructions and the terms of this Agreement.
- b. The Software (including Software updates) will be provided via electronic delivery.

In the event an error is discovered in the Software outside the warranty period and the error can be reproduced by CityView, CityView will make reasonable commercial efforts to provide Licensee with a correction or suitable workaround in accordance with the terms of this Agreement. CityView reserves the right to correct any defects about which it is made aware and to produce Releases at a time of CityView's own choosing and at CityView's discretion. Licensee's sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software.

The warranty above is void if the Licensee modifies the Software without the written consent of CityView. Examples of such modifications include, but are not limited to, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

For clarity, the parties agree that THE LICENSEE shall have the right to configure the Software using the Desktop configuration tools. Where a license for Configuration Console has been granted, THE LICENSEE shall have the right to use Configuration Console for expression writing in accordance with Schedule "C" without voiding the warranties herein.

The Licensee assumes sole responsibility for the selection of the Software to achieve the Licensee's intended results, and for the installation, use and results obtained from the Software.

## **13. EXCLUSIONS TO WARRANTIES**

CityView shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of CityView, including:

- a. where the installation, integration, modification or enhancement of the Software has not been carried out by CityView or its authorized agent, or where Licensee has taken any action which is expressly prohibited by the Documentation or this Agreement;
- b. any use or combination of the Software with any software, equipment or services not supplied by or on behalf of CityView;



- c. User error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in this Agreement;
- d. Licensee's failure to install a new Update which has been released to remedy an error or bug, and which CityView has stated to Licensee is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as CityView may determine is important in its sole discretion; Or
- e. Any other event of force majeure.

#### **14. NO OTHER WARRANTIES**

TO THE GREATEST EXTENT PERMITTED BY LAW, THE SOFTWARE IS LICENSED AND ALL OTHER MATERIALS AND SERVICES ARE PROVIDED TO THE LICENSEE "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

CITYVIEW, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE LICENSEE'S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CITYVIEW.

#### **15. INTELLECTUAL PROPERTY INDEMNITY**

In the event there is a third party claim against Licensee alleging that Licensee's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States patent, copyright, trade-mark or trade secret, CityView shall, at its expense, defend Licensee and pay any final judgment against Licensee or settlement agreed to by CityView on Licensee's behalf; provided that Licensee promptly notifies CityView of any such claim or proceeding and shall give CityView full and complete authority, information, and assistance to defend such claim or proceeding. This indemnity is only effective where (i) Licensee has not made any admissions or begun settlement negotiations either prior to or after providing notice to CityView of the applicable claim except with CityView's prior written consent, (ii) CityView shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, and (iii) Licensee has not modified the Software in any manner whatsoever except with the prior written consent of CityView.

Any breach by Licensee of its covenants under this section 12 shall nullify this indemnity but not the sole right of CityView to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith. In the event that the Licensee's use of the Software is finally held to be infringing or CityView deems that it may be held to be infringing, Licensee agrees that the sole remedy available to it is that CityView shall, at CityView's election: (1) procure for the Licensee the right to continue use of the Application Software; or (2) modify or replace the Software so that it becomes non-infringing.

The foregoing states CityView's entire liability, and the Licensee's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof. CityView's obligations under this Section 12 shall survive the termination and/or expiration of this Agreement.

Licensee may, at Licensee's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

#### **16. REMEDIES AND LIMITATION OF LIABILITY**

- a. The Licensee and CityView recognize that circumstances may arise entitling the Licensee to damages for breach or other fault on the part of CityView arising from this Agreement. The parties agree that in all such circumstances the Licensee's remedies and CityView's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
  - i. EXCEPT FOR DAMAGES ARISING OUT OF (a) CITYVIEW'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) INDEMNITY OBLIGATIONS PROVIDED IN SECTION 12, BOTH PARTIES AGREE THAT CITYVIEW'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER ALTERNATIVE LEGAL THEORIES), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEES OR THE SUPPORT AND MAINTENANCE FEES, AS APPLICABLE, PAID TO CITYVIEW BY LICENSEE DURING THE THEN-CURRENT TERM OF THIS AGREEMENT.
  - ii. IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE



OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

b. Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Licensee for liabilities of CityView arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

#### **17. INTENT**

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

#### **17. INJUNCTIVE RELIEF**

The Licensee agrees that the breach of any term, provision or condition of this Agreement by the Licensee may cause irreparable damage to CityView in which case an award of damages may not be adequate relief to CityView. Therefore, the Licensee agrees that in addition to all the remedies available to CityView in the event of any breach of this Agreement by the Licensee, CityView shall have the right to obtain timely injunctive relief to protect its proprietary right.

#### **18. COUNTERPARTS**

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

#### **19. GOVERNING LAW**

The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the State of Minnesota without reference to principles of conflict of laws.

#### **20. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. This Agreement completely replaces all other software license agreements that may have been entered into between the parties (including all precursor entities, including those entities that have amalgamated with N. Harris Computer Corporation).

#### **21. RIGHT TO ASSIGN**

This Agreement and the rights and liabilities hereunder shall not be assigned by the Licensee unless consent in writing is obtained from CityView.

#### **22. SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

#### **23. SEVERABILITY**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

#### **24. WAIVER**

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

#### **25. FORCE MAJEURE**

No default, delay or failure to perform on the part of CityView shall be considered a breach of this Agreement where such default, delay

or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

## **25. MEDIATION**

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

## **26. ALLOCATION OF RISK**

Licensee acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Licensee and CityView and set forth an allocation of risk reflected in the fees and payments due hereunder.

**IN WITNESS WHEREOF**, Licensee and CityView have executed this Contract as evidenced by dual signature below.

ACCEPTED:

ACCEPTED:

CityView Authorized Signature:

Licensee Authorized Signature:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_



### Schedule "A"

#### Description of Licensed Software

This is Schedule 'A' attached to and made part of the Software License and Support Agreement dated April 12, 2017, as updated by the execution of this Agreement by and between CityView and the City of Inver Grove Heights.

**Licensed CityView Core Software previously licensed under the terms of the Old Agreement and now subject to this Agreement**

| Product Description |
|---------------------|
| CityView Server     |

**Licensed CityView Modules – subject to 10 Maximum Concurrent read-write users which were previously licensed under the terms of the Old Agreement but which is now subject to this Agreement.**

|                                |
|--------------------------------|
| CityView Property Information  |
| CityView Permits & Inspections |
| CityView Code Enforcement      |
| CityView Rental Housing        |
| CityView Cashiering            |

**CityView Add-Ons previously licensed under the terms of the Old Agreement and now subject to this Agreement**

|                  |                                                                                     |
|------------------|-------------------------------------------------------------------------------------|
| 1 (Site License) | CityView Portal for 2 business processes (Permits & Inspections and Rental Housing) |
| 5 User Licenses  | CityView Mobile (Building Inspections)                                              |
| 5 User Licenses  | CityView Mobile (Rental Inspections)                                                |
| 5 User Licenses  | CityView Mobile (Code Enforcement Inspections)                                      |
| 1 (Site License) | CityView MS Outlook Add-in                                                          |
|                  | CityView Configuration Console                                                      |

**New Software Modules and Add-Ons as of \_\_\_\_\_, 2020 and now subject to this Agreement**

|                                      |
|--------------------------------------|
| CityView MS Word Add-in              |
| CityView Electronic Plans Review     |
| CityView EDMS Extension (Laserfiche) |
| Esri ArcGIS Server Mapping Extension |

**Schedule "E"**

**Third Party Software**

**Third Party Software**

The following third party software is required but not provided by CityView and must be licensed by Licensee directly from the applicable third party vendor, subject to such third party vendor's terms and conditions:

| <b>Third Party Software Product</b> | <b>Third Party Vendor</b> | <b>License Terms</b>                                                                           |
|-------------------------------------|---------------------------|------------------------------------------------------------------------------------------------|
| Bluebeam Revu                       | Bluebeam Incorporated     | <a href="http://www.bluebeam.com/us/license/eula.asp">www.bluebeam.com/us/license/eula.asp</a> |

CityView agrees to collect the applicable license & subscription fees from Licensee for the Bluebeam Software and shall issue a purchase order to Bluebeam Incorporated on behalf of Licensee for the Bluebeam Software. Bluebeam Incorporated shall deliver the Bluebeam Software directly to Licensee. CityView shall have no responsibility for the Bluebeam Software other than to issue a purchase order in accordance with this paragraph.

# CityView Configuration Console

## *Correct Usage Protocol*

This document outlines the accepted use of CityView Configuration Console.

## How Changes Are Tracked

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Every “application object” within CityView has a development status that indicates whether that object has been modified. **Application objects** are those things that can be modified using the various tools in Configuration Console. When your environment is first created, it is an exact copy of our CityView development environment, so every application object has a development status of **System**. Additionally, if the environment also includes our CityView Select configuration, then certain application objects as well as any configuration items (e.g. lookup values, which are stored in regular data tables) will have a development status of **SystemConfig**,

Changes to application objects that are made in your environment while it is on our servers (and under our control) are tagged with the status **CustomInHouse**. Changes that are made in the environment once it has been delivered into your network environment are tagged with the status **CustomOnSite**. There is also a status, **CustomOnSiteProd**, which can be used to identify objects that were modified in the Production environment (although this should be a rare occurrence because modifications should not be happening directly in Production.)

When the “application layer” of the CityView solution is upgraded (which can, and often is, done independently of the “software layer”) the development status of each object is checked prior to that object being upgraded. Every object that still has a status of **System** is overwritten with the version of that object from the latest CityView development environment. If the development status is not **System** for a given object, it is not overwritten. Instead, the latest application object from the development environment is placed in the application journal table only.

Many objects are interdependent. Configuration Console users should be cognizant of this when considering changes to any modifiable object, so as to not have an adverse impact on an overall piece of functionality. CityView scrutinizes the modifications prior to performing an application-level upgrade so that risks are mitigated; however, the more custom objects there are, the more effort-intensive this process is; and, in some cases, there may be costs incurred to get a heavily customized environment upgraded. Therefore, it is very important to document customizations and follow the best practices outlined in this document.

## Configuration Console

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The configuration tools are continually evolving and these tools are designed to allow your environment to be easily upgraded. When trying to create new automation or modify existing business processes, your first approach must be to use the most appropriate (**purpose-built**) configuration tool for the job, such as:

- Adding a custom field to the database (use the Attribute configuration tool)
- Adding or moving fields around in existing Workspace panels (use the Workspace Panel Override tool)
- Modifying workflows or adding workflow-related automation (use the Graphical Workflow Designer)
- Making data entry fields read-only or required (use the Business Rules tool)
- Getting automation to fire when a field value is changed, or other non-workflow-related automation (use the Business Rule tool)
- Getting CityView to produce letters/documents (use the MS Word Add-in, or RTF Letter Generator if you have not purchased the MS Word Add-in)
- Making label changes to fields or buttons (use Attribute configuration tool, where possible, or existing string-replacement settings, if available for your situation)

More advanced tools, such as the Expression language, should be avoided unless there is no more suitable way to achieve the desired result. This should be done after consultation with CityView staff so that technical feasibility can be determined. It is possible that the only way to achieve the desired result is through product enhancement, and that is better to establish before spending a lot of time trying to devise a self-implemented solution.

## Training Requirement

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Configuration Console includes sophisticated technical configuration tools. It has a full programming language built into it and the ability to add custom fields to the database schema. Use of the more advanced tools presupposes the user has a solid knowledge of database design and software development. For this reason, all users of Configuration Console's advanced tools should have a reasonable technical skill level; and, they should receive their Configuration Console training from a CityView trainer. Configuration Console has a security model that allows for some users to have access but not have permissions to use the more advanced tools.

All configurations need to be thoroughly tested before being put into production. If you plan to do a significant amount of configuration or solution development, it is strongly recommended that you maintain a dedicated **Development** environment (separate from your **Test** environment.) CityView will not support any modification made by Configuration Console if it was made directly into a production environment without first being tested and deemed functional in a development or test environment. Furthermore, you may need to validate software upgrades or other deliverables from CityView in your Test environment and you don't want those test results to be obfuscated by other development work that you have in progress.

## Minimizing the Number of Custom Objects

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While heavily customized environments introduce complexity and time to the upgrade process, custom objects that are created entirely by you do not impact the upgrade process. Complexity is only introduced when a core object is customized, as it then needs to be determined, at the time of the upgrade whether or not there is risk to the system as a whole if we cannot give you the latest version of that object. If the object was created by you in the first place (i.e. it does not exist at all in the CityView development copy) then there is no problem. Note, this primarily relates to out-of-the-box expressions, but it could also relate to reports and other system objects.

The key is ensuring that you do not impact core objects while you are creating your own objects. For example, if you want to modify one of the out-of-the-box reports, consider creating a copy of it and modifying the copy instead. This way, your new objects are all self-contained and have no impact on other core objects. It also has the advantage that if CityView fixes a defect in that out-of-the-box report, you will still receive the benefit of the fix in a future upgrade.

Likewise, if you need a SQL view to facilitate writing a new report, even if that view is very similar to a view that already exists in the system, it is recommended that you make a copy of the view and base your report off of the copy. That way, if our view changes in future versions, you will receive any benefits of those changes, and our changes will not adversely affect your report.

Note: the Panel Override tools are designed to allow contextually relevant fields to be added (or removed) from the Workspace user interface (panels) without affecting the system specification.

## Maintaining a Single Source of Truth

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At various points, you may undertake a new project implementation with CityView or you may be in the midst of an application upgrade (colloquially referred to as a “merge”). While CityView is working with you on any kind of deliverable, you are not permitted to make use of Configuration Console. This applies to any of your onsite environments: Test, Production, and Development. The aforementioned process of comparing the development status of each object to determine what is being “merged” into Production, relies on a binary comparison of each object. There is no way to handle a situation where changes were made in a CityView development environment and changes were also made in an onsite environment (regardless of which one) and now we somehow have to piece all of those changes back together and get them all into Production.

When you start a new project with CityView, your project manager will ask you to sign a “Phased Project Kickoff Acknowledgement”, restating this requirement and ensuring your cooperation.

## Summary

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Configuration Console is a powerful configuration tool that allows you to change many behavioral aspects of your CityView solution. Modifying system application components could increase the complexity of upgrades and limit your ability to take advantage of the latest improvements that the CityView solution has to offer.

Changes made using Configuration Console that do not result in system objects being modified also do not impact your upgrade path. Changes that introduce complexity to the upgrade process will be manageable through the upgrade process provided the guidelines in this document have been followed and there is not a large number of system objects that have been customized. Heavily customized environments that have not followed the guidelines document and best practices imparted during Configuration Console training may incur costs for environment upgrades. Any changes that are pushed into a production environment without being tested in a development or test environment first are not supported.



## Appendix A: Naming Conventions

There are a few naming conventions that we follow rigorously and it helps us to easily identify modifications "at a glance" so that the upgrade process is easier.

- Custom fields should always be prefaced with "att". This allows our staff to easily identify fields that are client-specific and not part of the CityView core schema. For example, if you wanted to add a field to track the Number of Employees for a Business, you might want to call it NumEmployees but we recommend that you call it attNumberEmployees.
- Custom expressions names should always contain the identifier "C2". Similar to "att", this is not a technical requirement; it simply allows our staff to easily spot customer-created expressions. For example, if you wanted to create an expression that executes on the **before value change** event of the Permit Status field, you might want to call this expression bvcPermitStatus but we request that you call it bvc**C2**PermitStatus.
- Custom reports, views, searches, filters, etc. should also contain the identifier "C2" in their name so that our staff can easily identify them as custom objects.
- Any **custom** expression should be commented (at the top) so that our staff can easily understand the purpose of the expression.
- Any modification to a **core** expression should be commented with the "C2" identifier at the **start** and the **end** of the customized portion of the expression so that we can easily pick out which part of the code was customized.

### Expression Naming Conventions

Use the following Matrix to define Expression Names. Expression Names are restricted to 25 characters or less so some truncating may be required.

| Prefix | Table or Field Name       | Type              | Function              | Name                                 |
|--------|---------------------------|-------------------|-----------------------|--------------------------------------|
| bfa    | PRPermit                  | BeforeAdd         |                       | bfaBIApplication                     |
| bvc    | PRPermit                  | BeforeChange      |                       | bfcBIApplication                     |
| btn    | GNContact                 | Button            | Update Contact        | btnGNContactUpdateContact            |
| dex    |                           | Data Exchange     |                       | dexCACashierBatch                    |
| dat    |                           | Data Expression   |                       | datCACashierTransform                |
| cal    | GNFee                     | Calculated        | Total Fees            | calGNFeeTotalFee                     |
| def    | GNAactivities:dateEntered | Default Value     | Today's Date          | defTodaysDate                        |
| fmv    |                           | File Move         |                       | fmvPRMoveAttachment                  |
| fil    |                           | Filter Expression |                       | filCEClosedCases                     |
| luf    | LookupContactType         | LookupFilter      | Filter for Inspectors | lufLookupContactTypeInsp (Truncated) |
| flo    |                           | Form load         |                       | floCEActivityTracking                |
| add    | PRPermit                  | OnAdd             |                       | addPRPermit                          |
| ent    | PRPermit:Type             | OnEntry           |                       | entPRPermitType                      |
| ext    | PRPermit:Type             | OnExit            |                       | extPRPermitType                      |
| frm    |                           | OnForm            | Show Status           | frmShowPRPermitStatus                |



|     |  |                    |  |                     |
|-----|--|--------------------|--|---------------------|
| pae |  | OnPrintAll         |  |                     |
| sar |  | Search and Replace |  |                     |
| dat |  | Data Expression    |  |                     |
| dex |  | Data Exchange      |  |                     |
| utl |  | Utility            |  | utlCalculateHoliday |
| sch |  | Scheduled Exp.     |  | schPermitExpiration |
| tag |  | Tag Expression     |  | tagCELlastInspected |
| web |  | Web Service        |  |                     |

## Appendix B: Coding Standards

To make your code as "supportable" as possible, you should follow our own coding standards. This will have the added benefit of helping you read and understand the expressions that exist (out-of-the-box) in your environment.

### Header

At the top of each expression there will be a multiple line header comment. This comment block will be demarcated by a comment line with 37 '-' (lines up with end of expression name field).

If at any point in the lifespan of the expression it is modified, use the format outlined below.

```
; Description: Sets PRInspection status to "Passed".
; Created: Vince Linderth
; Modified: Changed references from SubPermit to Permit.
; Application Object(s): PermitApplication
; -----
```

### Code Examples

#### Commenting your Code

```
...
; User has unchecked the box. We need to close the ALERT record previously created by this
inspection's stop work order:
ForEachRecord( "ALERT" )
    If (Alert:CauseRecordID == PRInspection:RecordID AND IsEqualNoCase
        (Alert:CauseTableField, "PRInspection:RecordID"))
        ALERT:Status = _CONFIG:GNAAlertClosedStatus
        ALERT:dateClosed = Today
        MsgBox (True, "Stop Work Order removed. The related property alert has been
closed.", "I")
        Break
    EndIf
EndFor
...
```

#### IF Statements

```
...
dayOfWeekDateIn = DayOfWeek (dateIn)
flagWeekend = False

; Date cannot fall on a weekend. If the dateIN day of week falls on a weekend, advance dateIN
the correct number of days to Monday:
If (Val(dayOfWeekDateIn) == 1)
    dateIn = dateIn + 1
    flagWeekend = True
Else
    If (Val (dayOfWeekDateIn) == 7)
        dateIn = dateIn + 2
        flagWeekend = True
    EndIf
Endif
```

#### FOR Loops

```
; Construct a list of reviews to add to the permit based on the inspections that have been added
by the user:
allReviews = ""
inspectionReviews = ""
counter = 0
endValue = CountSubstrings (inspectionTypes, ",", False) - 1
```

```

For (counter, 1, endValue, 1)
    thisInspection = GetStringBetween (inspectionTypes, ",", ",", False, False, counter)
    inspectionReviews = SQLAggregate ("LookupPRInspectionType", "DefaultReviews", "Min",
Append ("Code = '", thisInspection, "'")
    allReviews = allReviews + "," + inspectionReviews
EndFor

```

## Using Constants instead of Hard Coded Values

Constants can be defined in CityView Manager in the Custom Application Settings table.

### *DON'T*

```

maxAlert = ContextAggregate ("Alert", "Type", "MAX", "Status = 'O'") ;HCV
If (maxAlert < 2)
    maximumAlertLevel = _CONFIG:AlertLevel1
Else
    maximumAlertLevel = _CONFIG:AlertLevel2
EndIf

```

### *DO*

```

maxAlert = ContextAggregate ("Alert", "Type", "MAX", "Status = ' " + _CONFIG:AlertOpenStatus +
"")
If (maxAlert < 2)
    maximumAlertLevel = _CONFIG:AlertLevel1
Else
    maximumAlertLevel = _CONFIG:AlertLevel2
EndIf

```

## Naming Standards

Table and field names: use Pascal Case (e.g.: "ApplicationNumber", "PLApplication")

*Exceptions: Date, boolean and historical field names will use Camel case (e.g.: "permitNumber"):*

- dateEntered
- flagSent
- histAPN

Variable names: use Camel Case

*Variables should be instantiated immediately following the expression header:*

```

parseString = ""
counter = 0

```

*The exceptions to this rule would be when the expression is long and it makes more sense to instantiate the variable closer to the place where it is used; or, when a variable is only needed in the scope of the IF or FOR block.*

Variable names should be descriptive, e.g. applicationNumber (as opposed to appNum)

Do not prefix the variable with an indicator of its data type unless it is a date or boolean type. The name of the variable should be descriptive enough to indicate what its data type is.

CityView functions names should be typed exactly as shown in the function list, e.g. CountSubstrings() not countsubstrings()



# CITYVIEW STANDARD SUPPORT

Service Level Agreement

Version 2017.1



## CITYVIEW STANDARD SUPPORT – SERVICE LEVEL AGREEMENT

**Contract Term:** 1 Year (renewable annually)

**Support Channels:** Web, Email or Telephone

**Support Requests Allowed:** Unlimited

**Who Can Report:** Individuals who are trained in the use of CityView can report issues to Customer Support.

**Hours of Coverage:** Coverage hours are 5:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. (Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support.)

**Accessing Support:** The preferred method of opening a support incident is to use our CityView Connect Feedback mechanism within the software. Telephone support requests should be preceded by filing a support request within CityView Connect web site, including a detailed problem description. Telephone support requests will be answered live during business days, though staff may be involved serving other customers. If your call is not answered live, please leave a message, including the support request tracking number you received from the electronic filing, your name and phone or pager number. Messages are typically responded to within two hours.

**Auto Acknowledgement:** CityView Connect will assign a case number, accessible from the CityView Connect Feedback Status web page. Email and telephone correspondence will also result in cases being created and those will be available for review through the CityView Connect Feedback Status web page. Whenever the status of your incident changes, an email notification will automatically be sent to the individual that opened the call.

**Request Response Time:** A technical support engineer will respond to all requests within the time frames specified in Table 1. Business hours are 5:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support. We process requests in the order of their priority followed by order of submission.

**What we will do if we don't hear back from you:** If we don't hear back from you in ten business days, we will close your support request and mark it as "Closed / No response from customer."

**Resolution of Bug-Related Requests:** We will keep your request open and follow up when a fix is available in a production release. We will also contact you if we post an experimental build that will help with your problem.

### What We Need to Help You

CityView wants to be as responsive as possible to your support needs. To accomplish this goal, the CityView customer support staff relies on your knowledge, self-sufficiency, and thoroughness during the troubleshooting process. You reap the benefits from this effort — it allows CityView to focus on the more difficult problems and make the product more robust. It also helps control the amount CityView charges for support.

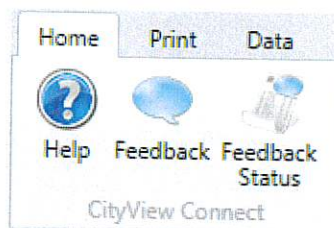
- **Knowledge:** You should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.

- **Self-sufficiency:** Please be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching our CityView Connect Help site to determine if your issue is addressed before you submit it to our customer support staff.
- **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When you request support, please fill in all relevant fields in the request form, provide a detailed problem description, and attach any appropriate log files. Please note that using the CityView Connect Feedback mechanism within the product records most of this information automatically; therefore, it is the preferred way to submit a request to support because it guarantees we get this information with minimal effort from you. Unfortunately, when the request information is incomplete, it will take longer to resolve your issue.
- **Preparation:** If you call us for support, be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. In addition, please have immediate access to the computer(s) on which CityView products are running.

### How to Access Support

CityView offers several methods of accessing support described below. Please note that for Priority 1 (see Table 1) issues, customers are encouraged to submit their incident online and then follow up via CityView's toll-free phone number:

CityView Connect is the best way to receive support for our product. This feature is available from the Home tab of the ribbon in CityView Desktop as well as in many of our add-on products.



- **CityView Connect Feedback (preferred method)**

If there is a feature you are having trouble using, or, if there is a feature you really like, please let our team know about it. Within CityView, use the Feedback button to let us know about your question or inquiry. If you have a feature request for our team, please use this method to let us know what you would like to see in the product. The information can also include screenshots and documents to help describe your feedback.

- **CityView Connect Help**

The Help button will redirect your internet browser to our CityView Connect Help site (<http://cityviewhelp.iharriscomputer.com/CityViewCMS>). The site is available for customer self-service, and is comprised of a searchable content management system and downloadable updates, including links to our release notes and latest features.



- **CityView Connect Feedback Status**

Our CityView Connect Feedback Status link redirects to our Connect Feedback website (<http://cityviewsupport.harriscomputer.com/connect>). This site will allow users to log new support incidents and check the status of previously submitted incidents on a 24 x 7 basis. Please contact our support group by telephone or email if there are preferred individuals who should be able to review all site calls.

- **Telephone Support**

Telephone technical support is available between the hours of 5:00 a.m. and 5:30 p.m. PST on regular business days. Customers can contact us toll-free at 1.866.988.8324. CityView technical support will respond to telephone inquiries using the Service Level Agreement provided in Table 1 below.

- **Email Support**

Email support is available by reaching our support team at [cityviewsupport@harriscomputer.com](mailto:cityviewsupport@harriscomputer.com)

Please note that any suggestions for enhancements to CityView that you submit will become the property of CityView. CityView may use this information for any CityView business purposes, without restriction, including for product support and development. CityView will not use information in a form that personally identifies you.

### **Limitations**

The following are not covered by CityView's Standard Support Agreement, but may be available as separate services on a time and materials basis:

- a) Services required due to misuse of CityView maintained software;
- b) Services required due to software corrections, customizations, or modifications not developed by CityView;
- c) Services required by the Customer to be performed by CityView outside of CityView's regular business hours;
- d) Services required to resolve or work-around problems that cannot be reproduced in CityView's support environment;
- e) Services which relate to tasks other than maintenance of the Customer's existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;
- f) Services requested by the Customer to implement software updates provided by CityView.

Table 1. Service Level Agreement

| Priority                    | Definition                                                                                       | Initial Response Time* | Commitment (CityView and Customer)                                                                                              | Examples                                                                                                                                                  |
|-----------------------------|--------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b><br><b>(High)</b>   | Operation/Service down or critically impacted. Business process impacted. No known workaround.   | 2 Hours                | CityView and customer will commit necessary resources to fix problem or obtain a workaround.                                    | <ul style="list-style-type: none"> <li>• Users cannot login</li> <li>• Business process halted</li> </ul>                                                 |
| <b>2</b><br><b>(Medium)</b> | Operation affected, but not down. Business process is not affected. Workaround may be available. | 4 Hours                | CityView and customer will commit resources during normal business hours to resolve issue or obtain workaround.                 | <ul style="list-style-type: none"> <li>• Cannot print</li> <li>• Cannot process payments</li> <li>• Application response is exceptionally slow</li> </ul> |
| <b>3</b><br><b>(Normal)</b> | Moderate to negligible impact. No impact to business.                                            | 24 Hours               | CityView and customer will commit necessary resources during normal business hours to restore operation to satisfactory levels. | <ul style="list-style-type: none"> <li>• Non critical feature not working</li> <li>• Feature works but requires user intervention</li> </ul>              |
| <b>4</b><br><b>(Info.)</b>  | Request for information, documentation issues, and enhancement requests.                         | 48 Hours               | Request-dependent.                                                                                                              | <ul style="list-style-type: none"> <li>• Help file clarification</li> <li>• Form design not in production</li> </ul>                                      |

\* Response time targets are during business hours only.

### Obtaining More Information

Information about our support programs may be obtained by contacting the CityView support team at 1.800.665.5647, or via email at [cityviewsupport@harriscomputer.com](mailto:cityviewsupport@harriscomputer.com).

CITY OF INVER GROVE HEIGHTS

REQUEST FOR CITY COUNCIL ACTION

**RESOLUTION AUTHORIZING EXECUTION OF A TERM SHEET WITH TITAN LAND, LLC FOR PROPOSED PROPERTY TAX ABATEMENT FOR CROSSINGS AT INVERWOOD PROJECT**

**RESOLUTION CALLING FOR A PUBLIC HEARING ON PROPOSED PROPERTY TAX ABATEMENTS FOR CROSSINGS AT INVERWOOD PROJECT**

Meeting Date: September 14, 2020  
Item Type: Regular  
Prepared by: Heather Rand,  
Community Development Director

Contact: 651-450-2546

**Fiscal/FTE Impact:**

|                                     |                                                                                      |
|-------------------------------------|--------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | None                                                                                 |
| <input type="checkbox"/>            | Amount included in current budget                                                    |
| <input type="checkbox"/>            | Budget amendment requested                                                           |
| <input type="checkbox"/>            | FTE included in current complement                                                   |
| <input type="checkbox"/>            | New FTE requested – N/A                                                              |
| <input checked="" type="checkbox"/> | Other (preliminary, non-binding commitment to development project so it may advance) |

**PURPOSE/ACTION REQUESTED:**

Adopt a resolution authorizing approval of a non-binding term sheet between Titan Land, LLC and the City of Inver Grove Heights that preliminarily establishes a level of public assistance for a market rate apartment development project, and adopt a resolution that calls for public hearing on October 12, 2020 to give consideration of public input on such potential public subsidy and insure conformance with state statute.

**SUMMARY:**

Last spring, the city council and the city's EDA adopted a new process for reviewing real estate developer requests for public assistance whereby formal written applications must be submitted to the city, evaluated by the city's public financial advisor Ehlers and staff, and then city staff report a preliminary finding back to the city council as to if there appears to be a financial gap pertaining to the project with a recommended next course of action.

In compliance with such process, attached please find an analysis memo prepared by Ehlers Public Finance Advisors to the city, in response to a financial assistance application submitted by Titan Land, LLC on August 20, 2020 for a proposed 143-unit market rate apartment building development to be located on property at 1462 80<sup>th</sup> Street.

The memo outlines the preliminary analysis of the financial assistance request and finds that a financial gap of \$1.6 million for the estimated \$22+ million assessed value project does exist, the project warranting further consideration by the city council for a public subsidy. As such, city staff recommend that the city council authorize staff, with Ehlers and legal counsel assistance, perform more detailed analysis in the coming weeks on the financial assistance request for the purpose of developing a tax abatement agreement for city council consideration, a limited level of project tax abatement being the means by which the city would fund the up to \$1.6 million financial gap. Tax abatement allows the higher city developer fees for the NW area to still be paid by the developer, but the developer then receives some level of rebate of part of the fees

over a period of years in the form of city (not state, county or school district) property tax abatement.

For the city council to set this further consideration of the request by the developer in motion, staff recommends that the city council adopt a resolution approving a non-binding term sheet be executed between the city and the developer that defines expectations of the parties. This term sheet sends the message to the developer that the city wishes to provide further consideration to their request, and provides them with confidence to provide the city with a \$10,000 escrow for covering the cost of reasonable out-of-pocket expenses the city may incur going forward for legal and financial consultant services related to the final financial analysis review and legal agreement drafting.

Further, staff recommend that the City of Inver Grove Heights city council adopt an ordinance calling for a public hearing on the proposed property tax abatement for Crossing at Inverwood project as required by state statute. Such public hearing date would be set for the regularly scheduled city council meeting next month with a date of Monday, October 12, 2020. The public hearing insures greater public scrutiny and transparency of the request.



## MEMORANDUM

TO: Heather Rand, Community Development Director  
 FROM: Jason Aarsvold, Ehlers  
 Jessica Cook, Ehlers  
 DATE: 9-10-2020  
 SUBJECT: Crossings at Inverwood – Tax Abatement Request

The City of Inver Grove Heights received a proposal from Titan Land, LLC (the “Developer”) to construct a 152-unit market rate apartment building. The project, located at 1462 80<sup>th</sup> Street East, would contain a mix of studio, 1-bedroom and 2-bedroom units with amenities such as a pool, lounge, playground, dog run and passive recreation areas.

Citing a financial gap in the project related predominantly to fees in the NW area of the City, the Developer is requesting tax abatement in the amount of \$2,423,000 to make the project financially feasible. This memo reviews the need for tax abatement based on our analysis of the developer’s project budget and projections, generally known as a pro forma. We have reviewed the project based on general industry standards for construction, land, and project costs; market rate rents; operating expenses; developer fees; underwriting and financing criteria; and, cash flow/return on investment.

In addition, we compared the fees required in the NW area of Inver Grove Heights for this project to the average fees that would be charged for this project by surrounding cities.

The table below depicts the Developer’s proposed sources and uses for the project.

| SOURCES                |                   |             |                |
|------------------------|-------------------|-------------|----------------|
|                        | Amount            | Pct.        | Per Unit       |
| First Mortgage         | 20,992,546        | 63%         | 138,109        |
| Tax Abatement Mortgage | 2,423,000         | 7%          | 15,941         |
| Equity                 | 10,035,234        | 30%         | 66,021         |
| <b>TOTAL SOURCES</b>   | <b>33,450,780</b> | <b>100%</b> | <b>220,071</b> |

| USES                           |                   |             |                |
|--------------------------------|-------------------|-------------|----------------|
|                                | Amount            | Pct.        | Per Unit       |
| Acquisition Costs              | 1,100,000         | 3%          | 7,237          |
| Construction Costs             | 28,525,780        | 85%         | 187,670        |
| Professional Services          | 650,000           | 2%          | 4,276          |
| Financing Costs                | 1,375,000         | 4%          | 9,046          |
| Developer Fee                  | 1,000,000         | 3%          | 6,579          |
| Cash Accounts/Escrows/Reserves | 800,000           | 2%          | 5,263          |
| <b>TOTAL USES</b>              | <b>33,450,780</b> | <b>100%</b> | <b>220,071</b> |

## Pro Forma Analysis

- The Developer proposes to finance the project with a mortgage in the amount of \$23.42 million (including the tax abatement portion), which is 70% of the total development costs. Based on current underwriting conditions, the Developer is maximizing its amount of first mortgage debt. The Developer is proposing to bring \$10 million in equity, which is 30% of total project costs. The proposed financing meets expectations for a project of this nature.
- The total development costs are \$33,450,780, or \$220,000 per unit. For market rate rental projects like this one, we would anticipate total development costs would range between \$200,000 and \$225,000 per unit. Based on our review, we conclude the projected total development cost for this project is within an acceptable range.
- The developer fee of \$1 million is 3% of total development costs. For projects requesting City assistance, we would expect to see a developer fee of no more than 3% to 5%. The proposed developer fee is acceptable.
- Proposed rents range between \$1,210 per month for a studio unit, to \$1,760 per month for a 2-bedroom unit. On a per square foot basis, rents range between \$1.53 to \$2.05, averaging \$1.70. Projected rents for recent suburban market rate rental projects are ranging between \$1.80 and \$2.25 per square foot depending on location, unit size and amenities. The proposed rents are below the anticipated range of other suburban rental projects.

The Developer provided a market study prepared by an independent third party supporting the projected rents. Ehlers accepted the conclusions of the market study and used the projected rents for purposes of the analysis.

- The Developer's total projected operating expenses (before management fees, property taxes, and replacement reserves) are \$512,891 per year. This equates to approximately \$3,374 per housing unit per year. For a project of this nature, we would expect operating costs to range between \$3,000 and \$4,000 per unit per year. The proposed operating costs for the project are within industry standards.
- The proposed management fee is assumed at 3% of effective gross income (EGI) and reasonable for the product type. The typical range is between 3% to 5% of EGI. Replacement reserves are \$175 per unit, which is below the typical range of \$300 to \$500 per unit per year.

## Projected Return on Investment

As part of this analysis, we want to make sure that any public assistance in the project does not result in a return on investment greater than what is typical within the industry. The most common measure we use is the cash on cash rate of return. This measure is simply the projected annual cash flow ÷ the Developer's equity in the project. For projects receiving public assistance, we would expect the average cash on cash return on investment *over the term of assistance* to be no more than 10%



Based on current estimates, it would take approximately 15.5 years to repay the Developer's requested tax abatement amount of \$2,423,000. In year 15 of the project, the projected cash on cash return based on the Developer's request is over 12%. This return is higher than the typical range for a project requesting City assistance and indicates a potential to reduce the amount of the request.

### City Fee Analysis

In addition to sizing the need for assistance based on the Developer's pro forma, Ehlers also compared the City fees for this project to the fees that would be charged by surrounding communities for the same project. The analysis is attached to this memorandum.

As the analysis shows, the City's projected development fees for this project, excluding building permit fees, are \$2,765,650 in the NW area of Inver Grove Heights. The average fees for this project among the other cities in the analysis (excluding the NW area in Inver Grove Heights) is \$992,152. This is a difference of \$1,773,498.

### Recommendation

Based on our review of the Developer's pro forma and under current market conditions, the proposed development may not reasonably be expected to occur solely through private investment within the reasonably near future. The cost associated with developing the site as market rate rental housing make the project feasible only through assistance, in part, from City contributions.

We recommend, however, limiting the City's tax abatement assistance to a total of \$1.6 million, rather than the requested \$2.423 million. The table below depicts a proposed revision to the Developer's sources and uses.

| SOURCES                |                   |             |                |
|------------------------|-------------------|-------------|----------------|
|                        | Amount            | Pct.        | Per Unit       |
| First Mortgage         | 21,815,546        | 65%         | 143,523        |
| Tax Abatement Mortgage | 1,600,000         | 5%          | 10,526         |
| Equity                 | 10,035,234        | 30%         | 66,021         |
| <b>TOTAL SOURCES</b>   | <b>33,450,780</b> | <b>100%</b> | <b>220,071</b> |

| USES                           |                   |             |                |
|--------------------------------|-------------------|-------------|----------------|
|                                | Amount            | Pct.        | Per Unit       |
| Acquisition Costs              | 1,100,000         | 3%          | 7,237          |
| Construction Costs             | 28,525,780        | 85%         | 187,670        |
| Professional Services          | 650,000           | 2%          | 4,276          |
| Financing Costs                | 1,375,000         | 4%          | 9,046          |
| Developer Fee                  | 1,000,000         | 3%          | 6,579          |
| Cash Accounts/Escrows/Reserves | 800,000           | 2%          | 5,263          |
| <b>TOTAL USES</b>              | <b>33,450,780</b> | <b>100%</b> | <b>220,071</b> |

## The Crossings at Inverwood

### Comparison of 2020 Development Fees for a 152-unit Multi-Family Housing Development

6.3 Net Developable Acres and 7.6 gross acres

Excludes lateral installation, permit fees and meter costs. Assumes a 3" meter.

|                                                                  | Water Trunk Fee* | Water Connection Fee** | Total Water  | Sanitary Sewer Trunk Fee* | Sanitary Sewer Connection Fee** | Total Sanitary Sewer | Storm Water | Park Dedication | Total Fees   | Total Fees per Unit | Comments                                                                                                                                                   |
|------------------------------------------------------------------|------------------|------------------------|--------------|---------------------------|---------------------------------|----------------------|-------------|-----------------|--------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Apple Valley                                                     | \$ 17,823        | \$ 151,240             | \$ 169,063   | \$ 49,096                 | \$ 55,480                       | \$ 104,576           | \$ 49,858   | See Comment     | \$ 323,497   | \$ 2,128            | Park Dedication and Ponding Dedication established on a case by case basis, based on need, and detailed in Development Agreement                           |
| Burnsville                                                       | \$ -             | \$ 213,256             | \$ 213,256   | \$ -                      | \$ 68,704                       | \$ 68,704            | \$ 87,817   | \$ 716,400      | \$ 1,086,177 | \$ 7,146            |                                                                                                                                                            |
| Chanhassen                                                       | \$ 363,584       | \$ 848,464             | \$ 1,212,048 | \$ 105,032                | \$ 244,872                      | \$ 349,904           | \$ 32,099   | \$ 577,600      | \$ 2,171,651 | \$ 14,287           | Assumes development receives 50% credit for stormwater fee for on-site ponding                                                                             |
| Cottage Grove                                                    | \$ 15,845        | \$ 176,320             | \$ 192,165   | \$ 9,009                  | \$ 54,720                       | \$ 63,729            | \$ 61,110   | \$ 247,760      | \$ 564,764   | \$ 3,716            |                                                                                                                                                            |
| Cottage Grove East Ravine/Upper Ravine                           | \$ 20,040        | \$ 176,320             | \$ 196,360   | \$ 46,374                 | \$ 54,720                       | \$ 101,094           | \$ 31,960   | \$ 247,760      | \$ 577,175   | \$ 3,797            |                                                                                                                                                            |
| Eagan                                                            | \$ 22,982        | \$ 383,815             | \$ 406,798   | \$ 21,773                 | \$ 18,149                       | \$ 39,922            | \$ 54,886   | \$ 579,120      | \$ 1,080,725 | \$ 7,110            | Park Dedication Fees include Trailway Dedication. If developer does not construct stormwater pond on-site, additional Water Quality Dedication Fee is due. |
| Hastings                                                         | \$ -             | \$ 350,550             | \$ 350,550   | \$ -                      | \$ 107,730                      | \$ 107,730           | \$ -        | \$ 167,200      | \$ 625,480   | \$ 4,115            |                                                                                                                                                            |
| Inver Grove Heights                                              | \$ 37,240        | \$ 284,280             | \$ 321,520   | \$ 37,240                 | \$ 77,520                       | \$ 114,760           | \$ -        | \$ 744,800      | \$ 1,181,080 | \$ 7,770            |                                                                                                                                                            |
| Inver Grove Heights Northwest Area                               | \$ 97,524        | \$ 728,660             | \$ 826,184   | \$ 168,588                | \$ 934,350                      | \$ 1,102,938         | \$ 91,728   | \$ 744,800      | \$ 2,765,650 | \$ 18,195           |                                                                                                                                                            |
| Lakeville                                                        | \$ -             | \$ 311,600             | \$ 311,600   | \$ 49,704                 | \$ 125,400                      | \$ 175,104           | \$ 54,337   | \$ 357,504      | \$ 898,545   | \$ 5,911            |                                                                                                                                                            |
| Rosemount                                                        | \$ 40,950        | \$ 372,400             | \$ 413,350   | \$ 6,773                  | \$ 182,400                      | \$ 189,173           | \$ 57,551   | \$ 375,000      | \$ 1,035,073 | \$ 6,810            |                                                                                                                                                            |
| Woodbury Water District No. 2 and Sanitary Sewer District No. 12 | \$ 56,543        | \$ 110,200             | \$ 166,743   | \$ 19,026                 | \$ 104,120                      | \$ 123,146           | \$ 120,227  | \$ 532,000      | \$ 942,115   | \$ 6,198            |                                                                                                                                                            |
| Average (excluding Northwest Area)                               | \$ 55,916        | \$ 320,213             | \$ 376,129   | \$ 33,502                 | \$ 103,909                      | \$ 137,411           | \$ 48,873   | \$ 429,738      | \$ 992,152   | \$ 6,527            |                                                                                                                                                            |

\* For purposes of comparison, fees that other cities charge at time of plat are characterized as water trunk fees.

\*\* For purposes of comparison, fees that other cities collect at time of building permit are characterized as water connection fees.

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

**RESOLUTION NO. 2020-192**

**RESOLUTION AUTHORIZING EXECUTION OF A TERM SHEET WITH TITAN LAND, LLC  
FOR PROPOSED PROPERTY TAX ABATEMENT FOR CROSSINGS AT INVERWOOD  
PROJECT**

WHEREAS, the city of Inver Grove Heights has received a proposal from Titan Land, LLC to construct a 152-unit market rate apartment building on property located at 1462 80<sup>th</sup> Street East in the city, and

WHEREAS, the Titan Land, LLC has submitted application for financial assistance to the city to cover certain public infrastructure and related site improvements required by the city, and

WHEREAS, such financial assistance request has been reviewed by city staff, the city's financial consultant, and the city council and a financial gap has been preliminarily identified.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a term sheet by and between Titan Land, LLC and the City of Inver Grove Heights that sets forth general terms and enables further financial analysis and review is approved, such term sheet and its terms being not being legally binding upon either party until such time that a definitive Development Agreement is approved by the city and executed by both parties. The term sheet calls for a maximum city subsidy for the project of \$ 1,600,000 for qualified costs as defined in state statute utilizing city tax abatement reimbursement for a project with anticipated assessed value exceeding \$22,000,000.

Adopted by the City Council of Inver Grove Heights on this 14th day of September, 2020.

Ayes:

Nays:

ATTEST:

\_\_\_\_\_  
George Tourville, Mayor

\_\_\_\_\_  
Rebecca Kiernan, City Clerk

## Term Sheet

This Term Sheet is executed as of this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Developer and the City of Inver Grove Heights (the "City") and is intended to set forth the general terms upon which the parties hereto may be willing to enter into a Development Agreement. Except for Section 9 below (which shall be binding upon the Developer), this Term Sheet shall not be deemed conclusive or legally binding upon either party and neither party shall have any obligations regarding the property defined below unless and until a definitive Development Agreement is approved by the City and executed by both parties.

1. Developer: Titan Land, LLC
2. Property: 1462 80th Street East – PIDs: 20-01700-26-010 and 20-01700-05-013
3. Key Business Terms – Developer:
  - a. Execution of Development Agreement
  - b. Acquisition of Property
  - c. Preparation and Submittal of Construction Plans
4. Key Business Terms – City:
  - a. Authorize the use of City tax abatement for the project
  - b. Approval of Construction Plans
  - c. Execution of Development Agreement
  - d. Determination that Developer has sufficient financial means to construct Minimum Improvements
5. Minimum Improvements: Construction of up to 152 units of market rate rental housing
6. Construction Schedule: Commence construction by May 1, 2021, and complete by December 31, 2022. For the purpose hereof, "Commence" shall mean beginning of physical improvement to the Property, including demolition, grading, excavation, or other physical site preparation work. "Complete" shall mean that the Minimum Improvements are sufficiently complete for the issuance of a Certificate of Occupancy.
7. Public Assistance: Subject to all terms and conditions of the Development Agreement, the City will reimburse the Developer through Available Tax Abatement for up to a total of approximately \$1,600,000 of Qualified Costs related to the Minimum Improvements. "Qualified Costs" shall mean acquisition, site improvement and infrastructure costs incurred in connection with the construction of the Minimum Improvements. Payments will be made through a Note issued on a pay-as-you-go basis at a rate of 0% per annum.
8. Building Value: The building to be constructed upon the Property are anticipated to have an assessed value of approximately \$22,040,000.
9. Fees: Upon execution of this Term Sheet, the Developer will be required to make an escrow deposit of \$10,000 for reasonable out-of-pocket expenses for legal and financial consultant services related to tax abatement authorization, drafting the Development Agreement, analysis, and administrative fees associated with this transaction. This includes costs related to the above incurred to date as well as future expenditures.

The Developer will be required to deposit additional funds if the initial deposit is fully drawn. Any funds deposited by Developer and not expended by the City for its legal, financial advisor, or other consultant fees on or before the date of execution of the Development Agreement will be returned to the Developer without interest. The Developer shall pay all other normal and customary City fees and expenses, unless otherwise specified in the Development Agreement, for the approval and construction of the Minimum Improvements.

10. Miscellaneous:

- a. No transfer of Property or Development Agreement without City consent.
- b. Developer covenants to pay property taxes and maintain customary insurance.

IN WITNESS WHEREOF, the parties have executed this Term Sheet as of the date first set forth above.

TITAN LAND, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF INVER GROVE HEIGHTS

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**CITY OF INVER GROVE HEIGHTS**

**DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 2020-193**

**RESOLUTION CALLING FOR A PUBLIC HEARING ON PROPOSED  
PROPERTY TAX ABATEMENTS FOR CROSSINGS AT INVERWOOD  
PROJECT**

**WHEREAS**, Minnesota Statutes, Sections 469.1812 through 469.1815, both inclusive (the "Act"), authorize the City of Inver Grove Heights, Minnesota (the "City"), upon satisfaction of certain conditions, to grant an abatement of all or a part of the taxes levied by the City on certain property; and

**WHEREAS**, the City has received a request from the Titan Land, LLC, in the City (the "Company"), that the City grant an abatement of property taxes on 2 parcels of land to be acquired by the Company and the construction of the 152-unit Crossings at Inverwood Apartments located on PID numbers: 20-01700-26-010 and 20-01700-05-013; and

**WHEREAS**, the Act requires the City to hold a public hearing prior to adoption of a resolution granting any property tax abatements:

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

1. Hearing. A public hearing on the consideration of granting a property tax abatement to the Company as requested will be held at the time and place set forth in the Notice of Hearing attached hereto as Exhibit A and hereby made a part hereof.

2. Notice. The City Clerk is hereby authorized and directed to cause notice of said hearing in substantially the form attached hereto as Exhibit A to be given one publication in a newspaper of general circulation in the City at least 10 days but not more than 30 days before the hearing. The newspaper must be one of general interest and readership in the City, and must be published at least once per week.

**DATED** this 14<sup>th</sup> day of September 2020.

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George Tourville, Mayor

Attest:

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Rebecca Kiernan, City Clerk



## **Exhibit A**

### **CITY OF INVER GROVE HEIGHTS**

#### **NOTICE OF PUBLIC HEARING REGARDING PROPOSED PROPERTY TAX ABATEMENTS FOR THE CROSSINGS AT INVERWOOD PROJECT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Inver Grove Heights, Minnesota, will hold a public hearing at a meeting of the Council beginning at 7:00 p.m., C.T., on Monday, October 12, 2020, to be held in the Council Chambers at the City Hall, 8150 Barbara Avenue, in Inver Grove Heights, Minnesota, on the request of Titan Land, LLC (the "Company") to have the City abate to the Company a portion of the property taxes to be levied by the City on tax parcel numbers: 20-01700-26-010 and 20-01700-05-013. The total amount of the taxes proposed to be abated by the City for up to 15 years is estimated to be \$1,600,000. The City Council will consider granting a property tax abatement in response of the request.

All interested persons may appear at the October 12, 2020, public hearing and present their views orally or in writing. Anyone needing reasonable accommodations, or an interpreter should contact the City Clerk's office at City Hall, 651) 450-2513.

## CITY OF INVER GROVE HEIGHTS

### REQUEST FOR COUNCIL ACTION

|                     |                                                                 |                                                |                           |
|---------------------|-----------------------------------------------------------------|------------------------------------------------|---------------------------|
| AGENDA SECTION      |                                                                 | ORIGINATING DEPT.                              | MEETING DATE              |
| <b>NEW BUSINESS</b> |                                                                 | <b>CITY ATTORNEY</b>                           | <b>SEPTEMBER 14, 2020</b> |
| ITEM NO.            | ITEM DESCRIPTION                                                | PREPARED BY                                    |                           |
|                     | Data Practices Investigation Report update and proposed process | S. LEPAK<br>LABOR AND<br>EMPLOYMENT<br>COUNSEL |                           |

#### **BACKGROUND**

This law firm was retained by the City to determine whether there was a data security breach or a violation of the Minnesota Government Data Practices Act, codified in Minn. Stat. Chapter 13, specifically Minn. Stat. §13.055.

The genesis of this investigation was that a portion of an August 13, 2019 email drafted by a City employee was read aloud by a councilmember during a City Council executive session held on September 9, 2019. Because it appeared that the email may have contained private personnel data (as that term is defined in Minnesota Statutes Section 13.43) on two individuals besides the author, and was disclosed by someone to a councilmember (or conversely obtained from someone by the councilmember) who then utilized it in the performance evaluation meeting, this investigation was commenced to determine whether there was a data security breach or violation of the Minnesota Government Data Practices Act, codified in Minn. Stat. ch. 13.

The investigation included interviews of each individual with noted access to the email: the councilmember, the author of the email, the two actively employed subjects of the email other than the author and the author's supervisor.

As a matter of process, the City Administrator was not involved in authorizing the investigation and has not been involved in any policy related considerations related to the investigation. The reason is that the City Administrator was a factual witness in the investigation and was referenced as a subject in the email. The City Administrator was not the author of the email in question and also had possession of the email in question.

#### **REVIEW OF INVESTIGATION ISSUES**

1. The applicable statute is Minnesota Statutes §13.055. It provides, in relevant part, that:

Subd. 2. Notice to individuals; investigation report.

- (a) A government entity that collects, creates, receives, maintains, or disseminates private or confidential data on individuals must disclose any breach of the security of the data following discovery or notification of the breach. ...

Minn. Stat. §13.055, Subd. 2(a).

2. In order to trigger this statutory requirement, there must be a "breach of the security of the data." The same statute Minn. Stat. §13.055 defines "breach of the security of the data" as follows:

Subdivision 1. Definitions.

For purposes of this section, the following terms have the meanings given to them.

- (a) "Breach of the security of the data" means unauthorized acquisition of data maintained by a government entity that compromises the security and classification of the data. Good faith acquisition of or access to government data by an employee, contractor, or agent of a government entity for the purposes of the entity is not a breach of the security of the data, if the government data is not provided to or viewable by an unauthorized person, or accessed for a purpose not described in the procedures required by section 13.05, subdivision 5. ...

Minn. Stat. §13.055, Subd. 1(a).

3. Accordingly, a breach requires a determination that:
  - 1) there has been an unauthorized acquisition of City maintained data that compromises the security and classification of the data; and
  - 2) that there was not a good faith acquisition of or access to government data.
4. The phrase "unauthorized acquisition" is statutorily defined in that same statutory section as:
  - (c) "Unauthorized acquisition" means that a person has obtained, accessed, or viewed government data without the informed consent of the individuals who are the subjects of the data or statutory authority and with the intent to use the data for nongovernmental purposes.

Minn. Stat. §13.055, Subd. 2(c).

5. Even in the event that there is an “unauthorized acquisition”, there is not a violation of Minn. Stat. § 13.055, Subd. 2(a) if there is a “good faith acquisition of or access to government data by an employee, contractor, or agent of a government entity for the purposes of the entity” provided that “the government data is not provided to or viewable by an unauthorized person, or accessed for a purpose not described in the procedures required by §13.05, subdivision 5.”
6. The standard in determining whether there was a breach in security for purposes of the investigative report on this matter is whether the data “was, or is reasonably believed to have been, acquired by an unauthorized person”. Minn. Stat. §13.055, Subd. 2.
7. Absent informed consent, the inquiry of whether there was an unauthorized acquisition of data maintained by a government entity that compromises the security and classification of the data is focused on whether “a person has obtained, accessed, or viewed government data without ... statutory authority and with the intent to use the data for nongovernmental purposes.
8. Based on the statutory provisions noted above, the investigation focused on two primary areas:
  - a. How did the email wind up with the councilmember? Put another way, who provided the email to the councilmember?
  - b. Was the intent of providing/using the email for nongovernmental purposes?
9. During the initial interviews, there was no direct admission that a specified individual provided the email to the councilmember.
10. On July 27, 2020, the status of the investigation was discussed at the City Council meeting. Council provided direction asking the investigator to submit questions to the Councilmember and identified employee.
11. Following that meeting, the investigator send written questions to the two individuals.
12. The investigator received responses to the questions from the attorneys for the two individuals.

13. Based on responses from the attorneys for the two individuals, the factual portion of the investigation was able to be completed.
14. The report was then prepared and submitted to the City, City Attorney, Mayor and Councilmembers.

### **NEXT STEPS**

The next steps from the investigation report may be more easily considered by the council in two areas with potentially differing areas of focus:

1. Whether the investigation established or revealed misconduct?
2. Whether there was a breach of security of data pursuant to Minn. Stat. §13.055?

In order to allow further and more focused discussion/review in these areas, it is requested that the matters be addressed at the next council meeting. In addition, and in order to meet the statutory and due process obligations related to consideration of allegations or charges against an individual subject to council authority, the consideration of potential misconduct area will be noticed separately and will be an open or closed meeting as requested by the individual.

In order to create the most accurate record for the City, and to prevent prejudging the matter prior to allowing an employee to provide substantive input, it is requested that the focus of the council on the matter before it on September 14 be procedural direction rather than delve into the substantive findings and conclusions.

In this case, the City Attorney has indicated that the matter should still be considered pending as personnel data under Minn. Stat. §13.43. Accordingly, the investigative report and detail are not public data at this point.

### **Recommendation**

Consider adoption of attached resolution.

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**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA  
RESOLUTION NO. 2020-194**

**RESOLUTION REGARDING DATA BREACH INVESTIGATION MATTERS**

**WHEREAS,** Minnesota Statutes, Section 13.055 provides that “[a] government entity that collects, creates, receives, maintains, or disseminates private or confidential data on individuals must disclose any breach of the security of the data following discovery or notification of the breach,” and further provides for investigation into any breach of the security of the data; and

**WHEREAS,** following the identification of a potential data security breach, in September of 2019 the City’s special labor and employment counsel from the law firm of Barna, Guzy & Steffen, Ltd. commenced an investigation to determine whether there was a data security breach or a violation of the Minnesota Government Data Practices Act, codified in Minn. Stat. Cha. 13; and

**WHEREAS,** the law firm of Barna, Guzy & Steffen, Ltd. has completed the investigation and prepared and provided a Data Practices Investigative Report containing findings and conclusion related to the data breach investigation to the Inver Grove Heights City Council.

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

1. The City Council hereby acknowledges receipt of the Data Practices Investigative Report prepared by the City’s labor and employment counsel.
2. The Council directs the law firm of Barna, Guzy & Steffen, Ltd. to prepare a notice of charges against the employee identified in the Data Practices Investigative Report as having engaged in misconduct in preparation for a hearing to be held before the Inver Grove Heights City Council on September 28, 2020.
3. At its September 28, 2020 meeting, the City Council shall:
  - a. Consider acceptance of the Data Practices Investigative Report, including acceptance of the Findings and Conclusions articulated therein.



- b. Consider the charges listed in the Notice of Charges and consider potential imposition of discipline against an Inver Grove Heights Employee.

Passed by a vote of \_\_\_\_\_ in regular session of the City Council on the 14<sup>th</sup> day of September 2020.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

Attested:

By: \_\_\_\_\_  
Rebecca Kiernan  
Its: City Clerk

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