

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

Monday, November 9, 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@ighmn.gov) 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@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, November 9, 2020, will be provided to the Council at or before the November 9, 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 October 5, 2020 City Council Work Session.
- B.** Disbursements for Period Ending November 4, 2020.
- C.** Consider Approval of Rental Licenses.
- D.** Consider Approval of Personnel Actions.
- E.** Approve Posting of Accounts Payable Accounting Technician.
- F.** Consider Appointment of Auditors for Years Ending December 31, 2020 and 2021.
- G.** Consider Final Compensating Change Order No. 7, Final Pay Voucher No. 9, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No 2018-08 - Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 - Fire Station No. 2 Fiber Optic Improvements.
- H.** Consider Pay Voucher No. 2 for City Project No. 2019-18 - Public Works Maintenance and Cold Storage Buildings Roof Replacement.
- I.** Consider a Resolution Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2016-13 - Cahill Trunk Drainage Improvements.
- J.** Accept Tree Survey from WSB for City Project No. 2016-19 - 65th Street Construction (between T.H. 3 and Babcock Trail).
- K.** Consider a Resolution Receiving Hydrologic Technical Memo, Ordering Feasibility Study, Accepting Engineering Services Proposal from Barr Engineering Co. for City Project No. 2020-06 - Good Samaritan Pond (1501 50th St.).
- L.** Consider a Resolution Accepting Engineering Services Proposal from WSB for City Project No. 2021-02 - Utility Improvements for 2021 County Mill and Overlays.

- M.** Consider Resolution Accepting Quotes and Awarding Televising Contract for City Project No. 2021-09D Bryant Lane Area Improvements.
- N.** Consider Resolution Approving Land Alteration Permit for The Crossings at Inver Woods by Titan Land.
- O.** Consider Awarding the purchase of a Self-Contained Breathing Apparatus (SCBA) fill station to Alex Air Apparatus for \$15,349.
- P.** Resolution Electing to Continue to Participate in the Local Housing Incentives Account Program under the Metropolitan Livable Communities Act for 2021 through 2030.

5. Public Hearing

- A.** Public Hearing and Consideration of Second Reading of an Ordinance Amending Title 3 Development Fees.
- B.** Public Hearing to Consider Resolution Adopting Final Assessment Roll for Outlot A Short Properties (PID 206777500010) for the 2020 Pavement Management Program, City Project No. 2019-09C - Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).
- C.** Public Hearing to Consider Ordering Project, Receiving Feasibility Study, and Authorizing Acquisition of Easements for City Project No. 2021-01 - NWA Trunk Utility Improvements for Future Projects of Argenta Trail (CPN 2016-04), (CPN 2016-05) and 70th Street (CPN 2015-08).
- D.** Public Hearing to Consider Approving a Vacation of Drainage and Utility Easements within Outlot C, Settlers Ridge North and approval of Final Plat of Settlers Ridge North 2nd Addition.

6. 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.

7. Regular

Administration

- A.** Consider Ordinance Revisions Implementing Previously-Approved Revisions to City Personnel Policies Regarding Vacation and Funeral Leave.

Engineering

- B.** Consider Resolution Approving Special Assessment Deferment and Waiver of Assessment Appeal Agreement for Outlot A Short Properties for the 2020 Pavement Management Program, City Project No. 2019-09C - Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

Community Development

- C.** Consider First Reading of an Ordinance Amending City Code, Title 8, Chapter 6, Related to Solid Waste Collection and Disposal.

D. Builder Lot Group: Consider the following requests for property located at the southwest corner of Degrio Way;

1. A Resolution relating to a Comprehensive Plan Amendment to change the land use from MDR, Medium Density Residential to LMDR, Low-Medium Density Residential.
2. An Ordinance Rezoning the property from R-3C, Multiple Family Residential to R-2/PUD, Planned Unit Development.
3. A Resolution relating to a Preliminary and Final Plat and Preliminary and Final PUD Development Plan for a six-lot single family development to be known as Ruby Meadows.
4. A Resolution relating to a Variance from the minimum lot size for a PUD
5. A Resolution relating to a Vacation of all drainage and utility easements within the existing plat of Gates Addition.

Police

- E.** First Reading of Ordinances Amending Title 5, Chapter 4, Section 6 of the current City Ordinances 5-4-6 Dangerous and Potentially Dangerous Dog.

Fire

- F.** Consider First Reading of Ordinance Amending Title 9, Chapter 2 Relating to the Fire Prevention Code.

Building

- G.** Consider First Reading of Ordinance Amending Title 9, Chapter 1 Related to the State Building Code.

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@ighmn.gov.

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, OCTOBER 5, 2020. 6:00 PM - 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met for a Work Session on Monday, October 5, 2020. Mayor Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

Roll Call: Present in person were Mayor Tourville; Council Members Piekarski Krech, Perry, Bartholomew, and Dietrich; City Administrator Joe Lynch, Convention & Visitor's Bureau Director Eric Satre, Parks and Recreation Director Eric Carlson, Police Lieutenant John Daniels, and City Clerk Rebecca Kiernan.

Present Via Zoom/Phone: City Attorney Bridget McCauley Nason, Finance Director Amy Hove, Community Development Director Heather Rand, Public Works Director Scott Thureen, City Planner Allan Hunting, Associate City Planner Heather Botten, and Technology Manager Marc Gade.

1) 2021 Budget Update:

Finance Director Amy Hove stated the following eight funds will be up for discussion. Additional budget discussion will take place at the November 2nd Work Session.

- Convention & Visitor's Bureau
- EDA
- Debt
- Host Community
- Pavement Management
- Recreation
- Golf Course
- Community Center

Some are not new funds, but new budgets that have not had adopted budgets in the past. This would be the first attempt to gather what was discussed in the CIP Plan.

Eric Satre, Director with the Inver Grove Heights Convention & Visitor's Bureau, stated the Mission of the Convention & Visitor's Bureau (CVB) is to market and promote Inver Grove Heights to visitors to maintain and stimulate the Communities economic vitality. The CVB is governed by the CVB Board. Board Members come from industries such as restaurants, hotels, attractions, businesses, and a City representative. The work of the CVB is carried out by recommendation of the Board who approved the 2021 Draft Budget on September 24, 2020. The following items were discussed:

Revenues:

- The CVB is funded by a dedicated 2% hotel lodging tax paid by guests who stay at Inver Grove Heights Hotels.
- 2020 revenues are projected to be down 38% compared to 2019 totals. Statewide CVB lodging taxes are down 50%.
- April and May 2020 have been the worst.
- Since then it has been increasing along with lodging taxes.

- In 2021 the CVB is forecasting a 27% lodging tax increase from 2020. Statewide is projecting a 25% increase. Inver Grove Heights is slightly above that based on how the City is positioned as a destination. This is leisure travel, not conventions and events. Essential travelers also included.

Expenditures:

- In 2020 the CVB has paid attention to where revenues and expenses are at. They have cut back on budgeted marketing and advertising by \$27,000. Even with cutting those expenses they wanted to maintain those resources to the Community such as:
 - Developed a new tourism map for residents and visitors.
 - Partnered with Organizations. For example: River Heights Chamber on developing a restaurant guide.
 - Push for Social Media and Website to support small and local businesses that are hurting.
 - Highlighting new safety protocols with hotels. Restaurants and services such as take out and hours of operation.
 - Promoting social distancing activities. Staycation ideas for residents. Outdoor recreation.

With the marketing and advertising cuts made in 2020, the CVB will continue to maintain that level of spending. A few examples of that in 2021 include:

- Making the current map more interactive.
- Going less print, more digital.
- During the Pandemic, the CVB has continued to emphasize the theme "We are ready when you are ready".

He stated the CARES Act has helped with unforeseen expenses. By cutting expenses in 2020, the CVB would end up about even, or with a slight deficit.

Councilmember Bartholomew thanked Mr. Satre for showing the proactive attempt. He asked about the Professional Membership Fees that are down and if that was one membership or more. Mr. Satre responded one has significantly dropped because it is a CVB related industry group.

Councilmember Dietrich thanked him for being agile and pivoting work so quickly during the Pandemic. Mayor Tourville appreciated the work being done.

EDA (Fund 290) was presented by Community Development Director Heather Rand who stated the Budget for EDA was approved on August 10th. The EDA meets quarterly. She listed four 2021 Priorities & Goals:

- Identify and support smart, high-value development opportunities City-wide.
- Provide Inver Grove Heights entrepreneurial support – Open for Business Counseling Service. This has been invigorated and renewed with new Staff and new approaches. Hopeful to hold a Small Business Resource Fair in 2021 with partnerships including Chambers and other partners showcasing small businesses and entrepreneurs.
- Support the development of a variety of housing types. In the last year there has been a more objective way of evaluating assistance requests from some of the multi-family development

projects and set aside a new funding stream to be used in the future to support affordable housing.

- Engage in effective marketing partnerships. Requesting the 2021 Budget be kept status quo and come back before Council and gain support in terms of the way funds are spent marketing the Community.
- Operating revenues are a transfer from the General Fund. \$65,800.
- Expenditures:
 - \$20,000 Personnel
 - \$44,600 Professional
 - \$16,200 Other purchased services/allocations/supplies
 - Total of \$80,800

Debt was discussed by Finance Director Amy Hove who stated this is a new budget. In the past the City has adopted levies to pay for the general obligation debt. The next step is to frame a budget around that. These are bond principle and interest payments. There are six general obligation debt issuances that are levied for including special assessments. The maturities range from 2027 to 2039. She stated they are looking at refinancing the 2010B Bonds. This item will be brought before the Council at an October Meeting. She stated the City carries water and sewer debt in the water and sewer funds. Information will be included at the November Work Session. Funding sources for Debt Service is under Revenues:

- Property Tax Levy
- Special Assessments and the City Share of Special Assessments
- Investment Interest

Expenditures:

- Principle Payments - \$1,190,000
- Interest Payments - \$868,789
- Administrative Fees

Councilmember Bartholomew asked what the proposed debt levy was and if it covered the principle and interest. Finance Director Hove responded the debt service levy is \$2,867,158. He asked if that was different because of water and sewer. Finance Director Hove responded no; it would be the City's share of special assessments. With debt service levies, they levy 1 ½ years ahead. They are levying for taxes collected in 2021 for bond payments in 2022. These are principle interest payments based on levies scheduled in prior years.

The Host Community Fund (Fund 451) was discussed by Finance Director Hove who stated this budget has been based on the June 2020 CIP Plan approved by Council. Priorities and Goals for 2021:

- Finish up 2020 Broadband Project
- Railroad Quiet Zone Project
- Transfers to VMCC for Capital/Operations
- Funding for Pavement Management Program (new)
- Funding for Public Works Facility (new)
- Cover any shortfalls in the Recycling Grant
- Provide funding for EDA acquisitions/remediation

- Annual Initiatives:
 - \$1,000 Music in the Park
 - \$3,000 IGH Fireworks (paid in 2020 for 2021)
 - \$16,000 Volunteer Coordinator Position

Councilmember Piekarski Krech asked why there were shortfalls for the Recycling Grant. Finance Director Hove responded there are costs no longer covered under the Dakota County Grant, shortfalls are related to programming. The Host Community Fund meets the gap. Councilmember Piekarski Krech asked why those were not covered by the position for Environment. City Administrator Joe Lynch responded the Host Community Fee and the money set aside has been combined into the same fund. The \$250,000 negotiated with the landfill is currently combined with Host Community Fund monies becoming one fund. He stated the County, through the State, changed the way the County Grant can be used and are short approximately \$5,000. The Host Community Fund has been used to cover that.

Councilmember Piekarski Krech asked how it is known which is which. She commented they really do not know how much is in the Host Community Fund if adding an extra \$250,000 a year, and then taking other things out. City Administrator Lynch responded the last report has a breakdown of the fees generated by the volume of garbage received, it is also enumerated on the \$100,000 and the \$125,000 payments by the landfill. Councilmember Piekarski Krech stated she has not viewed that information. Finance Director Hove responded they are not under the new Agreement yet. They are just receiving Host Community fees, not the incentive payments. City Administrator Lynch stated there was a report that was sent out by Ally Sutherland that gave a description of the fee generated and the additional amounts of \$100,000 and \$125,000. There was a projection based on the useful life left in the landfill, the initial air space granted, and closure in 2031. Mayor Tourville requested the information be sent out again. City Administrator Lynch stated the thought was to combine the two, they did not do a "set aside", but said it was available and believe it to be revenue received, such as fee generated or specialty money. It is available for the City to use for environmental sustainability, recycling, education, marketing. Recycling bins were purchased with some of the Grant and Host Community money.

Finance Director Hove stated the budget is the framework. If determining later to shift things into different accounts, the change can be made easily.

2021 Host Community Revenues:

- \$2,300,000 Host Agreements
- \$85,000 Interest
- Total \$2,385,000

20201 Operating Expenditures:

- \$85,100 Personnel
- \$50,000 Barr Engineering (permitting)
- \$41,000 Messerli & Kramer (Lobbyist)
- \$60,000 Railroad Quiet Zone
- \$25,100 Other Expenses
- Total \$261,200

Mayor Tourville asked if the City part of permitting is done. City Administrator Lynch responded yes. Mayor Tourville asked if they would have to hire Barr every year or if it is one time. City Administrator Lynch responded the Certificate of Need process was completed. In recent weeks, the landfill across the street has requested a Certificate of Need. They would like to change the material accepted at that site to also include household hazardous waste. Barr would be hired to help the City analyze the process. He stated this still needs to go through the City, County, and State. Mayor Tourville explained this is the SKB Site that is looking at a municipal waste change from construction materials.

Finance Director Hove discussed the Host Community 2021 Transfers Out stating the numbers are based off the CIP Plan with the exception of the VMCC numbers. Those in the CIP Plan were originally \$3.4 million dollars, large capital projects. Due to what is currently going on with the Community Center, proposed cuts, deferrals, and delays are being planned so the VMCC would need a larger operating transfer but a lower capital transfer.

- \$1,227,950 VMCC Operations
- \$192,000 VMCC Capital
- \$1,000,000 Public Works Facility
- \$500,000 Pavement Management
- \$5,000 Recycling Grant
- \$25,000 EDA Land Acquisitions/Remediations (placeholder)
- Totaling: \$2,949,950

For 2021:

- \$2,385,000 Revenues
- -\$261,200 Expenditures
- -\$2,949,950 Transfers Out
- \$826,150 Net Activity Projected

Councilmember Bartholomew asked when the process proposes notifying the Council of requested transfers out. He asked if this would take place at the time the budget is approved, if there would be an approval by Council before the transfer is done, or if accepting the budget eliminates the opportunity. Finance Director Hove responded she expects they would bring the transfers back before the Council at the beginning of every year. She stated it is not known every year how much the VMCC would need, the recycling figure, or EDA acquisitions and remediation. This is an estimate based on the CIP. Once the year has passed, they would know more in terms of what was budgeted and if more or less was needed. Councilmember Bartholomew wanted to be certain they do not overspend, it be looked at diligently, and is not approaching a transfer amount unexpected by the Council. He would like to know what the anticipated transfer is, where things are at as it relates to the CIP, and what they want to do with the transfers out. His concern was that they do not spend themselves into an obligation they did not anticipate. Finance Director Hove responded by setting a budget they should be able to track things better.

Councilmember Piekarski Krech stated the only item she has on Host Community is from June. She is concerned about the ending fund balance in the next few years. It is significantly lower than what it had been and was unsure they would be able to build it up to what is projected by 2029. She stated significant discussions are needed to determine what is being taken out of Host Community and if it is

really needed. This should include where it is going, what they are doing with it, and how they have come to the point they are currently at. She commented she has always looked at Host Community for one-time expenses. They have used it in the recession, to reduce property taxes, and for buying one-time things. She stated the \$5,000 should be a part of the \$250,000 and was the whole idea behind the negotiation.

Mayor Tourville stated there is \$1.5 million for the Public Works Facility and Pavement Management. He commented they do not want January 2nd to have the funds drawn upon. He requested it come back to the Council. He commented that approving the budget is not an automatic, it should be looked at before the transfer happens. Councilmember Piekarski Krech stated she does not want to put any less into Pavement Management. She asked if there were other things coming out that should be weaned off. Mayor Tourville stated the Pandemic and Covid-19 have created a different budget process. This is not the fund that gets to be automatic. Councilmember Dietrich stated transferring out that type of money from the Host Community Fund for the VMCC is not sustainable, especially when dealing with Pavement Management.

Finance Director Hove stated they can discuss the Host Community Fund further. The CIP is well positioned to show what the original plan was in June, and can be brought back for further discussion to see if that is still what Council would like happen, or if there was anything to adjust within the plan. She stated the June CIP Plan showed a projected ending fund balance of around \$7 million dollars for year end 2020. This was before a Community Center transfer. Throughout the next four years in the plan, it shows drawing that down for larger projects with the idea the balance in 2024 will start building back up. Information can be sent out about what the Host Community Fund would look like within the plan and the current situation.

Councilmember Bartholomew wanted to make sure of flexibility. He suggested keeping the fund balance liquid and robust for other needs that may come up. Mayor Tourville stated the fund is helpful to see within the last five years and the projected next five years. He stated the County has passed off on the existing landfills in the City, and looking into a new one.

Public Works Director Scott Thureen discussed Pavement Management (Fund 440) and the estimated expenditures. The Finance Director will discuss revenues. 2021 Proposed Projects with major costs/projects include:

- Carleda Way (2016-09F) and Bryant Lane Area (2021-09D). These are in the approved 2020-2024 CIP for Pavement Management. Also includes an additional placeholder for an additional \$1 million dollars.
- Delaney Circle/Court (2022-09D). A petition came in with a high percentage of people in the neighborhood wanting their street done.
- Crack Seal (2021-09A) and Seal Coat (2021-09B).
- Also does parking lots and trails.
- Broad Area Patching Materials. With this year's budget process, they discussed moving \$200,000 for bituminous material for the Broad Area Patching Program over to Pavement Management.

- Annual ICON Data Update. A Consultant will do the updating to the ICON model which helps predict pavement condition.

Pavement Management Expenditures: \$6,978,000

- Engineering Costs, Street Repairs/Maintenance, Street Reconstruction/Improvements, and other Administrative/Miscellaneous Expenses.

Finance Director Amy Hove discussed Pavement Management – Funding Sources stating this was the first attempt to translate the Pavement Management Plan into a Pavement Management Budget. The numbers are high level. This is a work in progress. Engineering is still working on them. Some are estimates.

Pavement Management: Funding Sources - Revenues:

- Property Tax Levy (\$2,250,000)
- Special Assessments: Plus, the City's share of SA - \$131,300
- MSA Maintenance
- Investment Interest

Transfers in:

- Franchise Fees (\$1,070,000). Staff's recommendation is to close the Franchise Fee Fund and transfer the balance permanently to the Pavement Management Fund and record future Franchise Fee revenue to the Pavement Management Fund. This is one of the recommendations for next year.
 - 2018-2020 Collections (\$3,200,000)
- Host Community Fund (\$500,000)
- Utilities - Estimated share of project costs (\$304,600)
- Total Sources (Revenues + Transfers In) = \$8,133,350

Councilmember Bartholomew stated it was a good idea to have the funds deposited directly into the Pavement Management Fund. He wanted to be clear that none of the Franchise Fees have gone to anything else except Pavement Management. Finance Director Hove responded that was correct. She stated it did not seem as transparent to have them sitting in a different fund when the intent was to use them 100% for Pavement Management.

Recreation (Fund 204) was discussed by Parks and Recreation Director Eric Carlson as follows:

- \$90,000 Program Fees
- \$70,000 Field Rentals
- \$16,500 Other Revenues
- Total of \$176,500
- \$299,300 Transfer In, from the General Fund
- Total of \$475,800

Finance Director Hove stated research was done to determine the purpose and intent of creating a Recreation Fund. There was not a lot of history to explain why. Most Cities have Parks and Recreation Departments within the General Fund. Especially considering the primary source of support for this activity is a Property Tax Levy in the form of a transfer from the General Fund. To make accounting more transparent and clear the recommendation is to create a Recreation Department within the General Fund. She stated that would leave a residual balance within the Recreation Fund, which could

be reallocated toward Parks Capital Replacement. If Council is interested, further information can be brought back on the Agenda with updates on the fund balance and requesting approval of a transfer. If approved, it is proposed making the shift in 2021.

Councilmember Piekarski Krech asked if program fees and field rentals fees would be allocated to the General Fund. Finance Director Hove responded it would be earmarked to be able to see what revenues were directly related to Recreation Programming.

Councilmember Bartholomew asked if this allows the use of funds for land acquisition or only for capital replacement. Finance Director Hove responded the funds could be utilized in any use chosen. Parks and Recreation Director Carlson responded Fund 444 is the Parks Capital Replacement Fund, funded by the General Fund. The primary purpose is to replace existing capital investments such as a playground or tennis court. He stated this is the fund that Finance Director Hove is suggesting the balance be transferred to as there is a shortage in the fund for Parks Capital Replacement projects in the future.

Councilmember Bartholomew asked if putting this fund toward the Capital Replacement Fund 444, cannot be used for parkland acquisition. Parks and Recreation Director Carlson responded it could because Fund 444 is at the Council's discretion.

Councilmember Dietrich said this sounds like a great idea and appreciated the linear thought process. Mayor Tourville suggested listing the reasons for the change and how it can and cannot be used. Finance Director Hove stated they can draft up information on this item for a future Council meeting.

Parks and Recreation Director Carlson discussed the following items relating to the Golf Course 2021 Priorities and Goals (Fund 503):

- Total Revenues of \$2,148,000. Includes: Green Fees, Anniversary Memberships (annually), Golf Car Rentals, Food/Beverage, Practice Center, and other revenues
- Anticipated Expenditures: \$2,023,950
- \$124,050 Projected profit

He stated earlier this year all of the capital equipment internal borrowing was paid off. It is \$82,000 a year for approximately the next 20 years. Expenditures include \$250,000 budgeted for depreciation expenses.

Councilmember Bartholomew referenced the Anniversary Membership and asked if it was the pro-rated share for 2021. Parks and Recreation Director Carlson responded it is 1/3. The number will also be shown in the 2022 and 2023 Budgets.

Parks and Recreation Director Carlson discussed the Community Center (Fund 205) stating the Mission of the City of Inver Grove Heights is to provide services and facilities that enhance the quality of life in our vibrant Community. Accomplishing this has been financially challenging during the Pandemic. The City Strategic Plan:

- Guiding Principles and Goals: Culture and Recreation
- Veterans Memorial Community Center provides:

- Affordable programs and classes for all ages. Promoting physical, mental, and social well-being within the Community
- Community gathering spot for Non-Profits, Community Organizations, events, tournaments, and games for people of all ages
- Kids learn to swim. (Safety around water)
- Home for the Simley High School Boys and Girls Swim/Hockey Teams
- Inver Grove Heights Youth Hockey Association
- Senior Center. Helping seniors stay active and engaged in the Community

Historical Perspective:

- 1996. The ice arena/meeting rooms part of the facility opened up. Operated at a deficit in 1998. When built, prime time ice was M-F 5:00 to 10:00 p.m. and Saturday's and Sunday's from 6:00 a.m. to 10:00 p.m. This has changed over time as more and more ice arenas have been built.
- 2001. The City constructed and opened the Fitness/Aquatics addition to the Community Center. That facility planned to operate at a deficit. The deficit was covered by the Host Community Fund ever since opening.
- City Council has approved the construction, financing, and operations of the VMCC since its inception.
- As of 2016, the City has retired all construction debt of the VMCC. This includes the ice arena portion and Fitness/Aquatics portion.

Relationships: ISD 199:

- High School Boys and Girls Hockey ice time (JV and Varsity) practice and games. Purchase ice, pay market rate. Spend approximately \$94,000 on ice time.
- High School Boys and Girls Swim Team. Pays 50% of the market rate for pool time. \$42,000/year. Includes swim practices and meets.
- Pays escalating fee averaging \$286,000 per year for operations (Expires in 2026).

ISD 199/Community Education:

- Pays \$52,000 of Recreation Coordinator salary for Senior Programming (expires in 2021). This arrangement will need to be re-negotiated.

If the City decides to sell the Community Center, the Agreement with the School District suggests they have first right of refusal.

- Inver Grove Heights Youth Hockey Association (IGHHA)
 - Approximately 225 participants from 175 families
 - \$400,000 over 20 years (1997 to 2017). \$20,000 per year towards the operations of the Community Center.
 - When the recession took place in 2008, the Agreement was modified and reduced the annual payment to \$14,000 and extended the term of the Agreement to expire in 2023. Also pay \$10.00 per hour less for ice time.
 - 875 hours of ice annually (\$180,000)
 - Run the concession stand with volunteers - pay \$10,000 annually (expires 2025)
 - Sell Dasher Board Advertising - \$1,500 annually (expires 2022)
- Inver Grove Heights American Legion Post 424
 - Naming Rights, \$100,000

- Pledged \$10,000 per year from 1996-2016 (Gambling operation ended before completing commitment)
- \$500 per year for the storage of gambling paraphernalia. Still storing items, but not paying for the storage area.
- State of MN - National Guard Armory
 - City pays the National Guard \$5,500 annually
 - City Staff cuts grass, maintains irrigation, landscaping, and plows snow/ice
 - City can use meeting rooms and gymnasium for programming
 - Scheduling of facility is done by the City
 - City retains all revenue generated

Relationships: City of Rosemount:

- West Rink Floor and 2nd Zamboni
- \$90,000 per year for 10 years to pay for project (not operations)
- 2nd Zamboni allows for 10-minute ice resurfacing increasing our revenue
- 550 hours of ice to Rosemount Youth Hockey (\$120,000). Rosemount Youth Hockey Association pays market rate
- 10-year Agreement (November 2018 - February 2028)

Relationships: Bee Elite Gymnastics:

- Gymnastics program in the VMCC
- Verbal Agreement to pay City 20% of all gross revenue
- 2009 to 2012 - \$14,000 to \$15,000 averaging \$14,500
- 2013 to 2015 - \$8,000 to \$10,000 averaging \$9,300
- 2016 to 2019 - \$4,600 to \$9,500 averaging \$7,100
- Plan to bring forward new written formal lease in October

*VMCC Membership Metrics: Comparisons on what is happening at the Community Center end of year. Family, Singles, Duals, and Senior's are all below this year due to dropped memberships as some are not comfortable coming to the facility at this time.

*VMCC Member Check-In Metrics: Averaging 160,000 -180,000 member check-ins in a typical year. Currently down to under 60,000 so far in 2020.

*VMCC Facility Metrics: Meeting rooms, ice was not too impacted as the Pandemic hit right after the hockey season. Hopeful it will not impact this coming hockey season. Turf use was significantly down.

*VMCC Program Metrics: Swimming lessons, personal training, and birthday parties. Unable to have the Kids Rock Program this summer.

*Veterans Memorial Community Center 5-year Budget Operating and Capital: In 2020 the adopted budget was \$4.7 million dollars, with \$2.8 million dollars of program revenue, needed an operating transfer of \$477,000 and a Capital Transfer of \$1.5 million dollars.

*2020 VMCC Budget Summary: In May it was estimated operationally that the Community Center was going to need more than the \$477,000 amount. It would be approximately \$900,000. Currently it is estimated at \$1.1 million dollars. More people have chosen to cancel than predicted. To help offset that they are reducing planned capital spending.

*Steps taken:

- Eliminate 3-month commitment (accepting month to month)
- No enrollment fee specials

- Working on improvements to the Website
- Reservation system for drop-in fitness classes
- Attended Community events promoting programs and services (Food Truck, Community Band, Farmer's Market, etc.).
- Modified hours of operations
- Reduced staffing levels where able

*2021 Operating Projections January - May

- Experience similar participation in programs/events as had over the last several months as capacity limits will be in place
- Membership revenue will be 40-50% of pre-COVID
- Admissions will slowly increase by 2-3% per month
- Room rental will continue to be minimal
- Birthday Party bookings will be slow to rebound
- Expect ice and turf to be "normal" as long as there is a hockey season (will be limits within the building as far as how many people can watch) Working on setting up camera's for people to log in and watch a game from home, online

*2021 Operating Projections June - December

- Begin to experience some similar participation in programs as pre-COVID
- Membership revenue will be 50-60% of pre-COVID
- Admissions will slowly increase by 3-5% per month
- Room rental will begin to increase
- Birthday Party bookings will begin to increase
- It will take until 2022 (maybe longer) to see pre-COVID membership/admissions

*2021 Budget Operating Revenue

- Projecting program revenue of \$2.1 million dollars. This year's budget has \$2.8 million dollars
- Host Community Fund Transfer of \$1.4 million dollars. Tied to less capital spent

*2021 Budget Operating Expense

- Overall operating expenses would be \$3.3 million dollars. 2.8% increase over the 2020 Budget
- Capital spend would be \$192,000. Versus \$1.5 million dollars from 2020

*Future Capital Projects:

- 2021 Grove Parking Lot replaced along Barbara Ave. \$300,000 (Pavement Management)
- 2022 ½ Pool Filters \$430,000
- 2023 ½ Pool Filters \$430,000
- 2024 LED Lighting \$275,000
- 2025 Grove Roof over the Fitness/Aquatics Ctr. \$830,000
- \$100K to \$200K per year on miscellaneous (fitness, pumps, motors, equipment)

*In Summary

- COVID-19 pandemic has presented unprecedented challenges
- City has used Host Community Fund to balance the financial needs of the VMCC
- Doing what they can to minimize the financial impact
- Anticipate 2021 to be another challenging year financially
- Predict slow recovery in 2022

Councilmember Bartholomew asked if he could have a copy of the presentation. Parks and Recreation Director Carlson responded he would send it to the entire Council.

Councilmember Perry stated she has been using the VMCC consistently since it reopened and was impressed with how things are run. Swimming lessons have been small groups, the turf area is in use and all have been very diligent in wearing masks. She appreciated the efforts. Parks and Recreation Director Carlson responded the CDC and Department of Health Guidelines have changed the way they can do business. They are offering many of the same programs and opportunities with fewer participants. He stated the business is based on volume and they are unable to get the volume it takes to produce the financial results Council and Staff are used to. He commented that he cringes at these numbers. He is not happy or proud that these are the numbers he has to report.

Mayor Tourville stated nobody expected 2020 to take place the way it did, nor the effects. The Community Center, prior to COVID-19, dependance on outside funding was lowering due to programming. There are very important relationships with the National Guard, School District, and other organizations within the City. Some come from other Cities because of the activities being held. He stated those on the Council in 2021, 2022, 2023 will have their hands full. The facility is a tremendous asset to the City, activities need to be done in a safe way, if able to handle that, it is doing a great service to our youth.

Councilmember Dietrich stated in 2019 pre-COVID, when things were going well, there was a \$1.6 million dollar transfer from the Host Community Fund. She commented she sees this as a good area of opportunity. There are other business entities that have approached City leadership who haven't been received very favorably, but are open to communication about this property going out to private bid. She stated that is definitely something to consider to be true to residents and the money put into the VMCC. She stated with the Strategic Plan those needs would still be met. She stated she is very excited to entertain those conversations in the future. Parks and Recreation Director Carlson responded Council can direct Staff to entertain those. He stated it was his understanding the Council would like the Community Center to continue to be run the way it has.

Mayor Tourville asked Councilmember Dietrich about the numerous organizations that have approached the City to run programming and the building. Councilmember Dietrich responded one of the entities said they had met with the Mayor. She stated she would like to go forward with some of those conversations. Mayor Tourville stated it is a Council decision. It has been 12-15 years since organizations have approached. He stated if Council would like to look at RFP's they could. Councilmember Piekarski Krech commented she would like to know what they were looking at, if it was someone to do recreation programs, the pool, ice arena. She stated it is a complicated building due to what it does and the areas it serves. She stated several years ago a larger entity was suggested.

Councilmember Dietrich stated conversations have been recent. She asked Parks and Recreation Director Carlson if he has had any conversations in 2019. He responded the YMCA came to the City because they lost their facility in West St. Paul. The YMCA is trying to figure out what their service model is going forward. They have spoken to other Communities. He has not heard from them for a while. He stated there was a discussion with the City Administrator and the Community Development

Director and some of their Staff sat down with some of our Staff. Nothing was proposed or put in writing. He was not sure where things stood. Councilmember Dietrich stated if there was transparency there would not be all this confusion. If Council had known those conversations were going on it could have gone a long way to where the conversations ended. She suggested working on transparency.

Mayor Tourville suggested inviting the YMCA to talk with Staff and see what they would like. They are currently using the Pep Boys location in Inver Grove Heights. Some of their members came to the Community Center because of the pool and hot tub. He stated some conversations were not necessarily about partnering but about where they could build a facility in the City. He stated LifeTime took a look a few years ago, they wanted the exercise area and the pools and wanted to run it. Councilmember Perry stated the School District has first right of refusal and would be a part of the conversation. There may be other opportunities aside from one place taking over. She stated they should be inclusive of all options and not just one potential. Councilmember Piekarski Krech stated another consideration is how the building was funded. The hockey arena and Community rooms were a Community build.

Parks and Recreation Director Carlson asked for direction. Mayor Tourville stated there were a lot more questions than answers. Councilmember Dietrich stated even during the good times of 2019 they were getting a transfer of \$1.6 million for that facility. She commented she would love to look at options. Councilmember Piekarski Krech stated the recreation portion could be considered a part of the Parks and Recreation Department. It was separated out but she was unsure why. Councilmember Bartholomew stated the Council needs to know if someone is interested and what their interest level and intent is. He reminded everyone that the Community Center is a Community asset. Administration was held to a percentage that had to be maintained. Over the years that percentage has been maintained. He asked if it was 80% or 85% paid by revenue. Parks and Recreation Director Carlson responded he began working here in 2007, prior to that the City had engaged in an operational audit. At that time, it was suggested to be able to generate or cover 90% of operational expenses with operations revenues. He stated they have always strived to be at 90% of their operating expenses with operating revenue. They have been between 85% and 88%. Each year the expense budget increases due to personnel costs at 60%. The building is at an age where they have had to invest a significant amount of capital and is where the \$1.6 million dollar figure comes from. There are expensive pieces within the facility that have had to be replaced, for example the roof in one area. Operationally over the last 10 years they have averaged a transfer \$380,000. He stated it is difficult to keep up with increasing the fees to keep up with the cost of expenses.

Councilmember Bartholomew stated the Council has made a commitment that this is a Community asset and will generate a set amount from revenue, the balance would be as a Community investment, and an asset. He stated to change the percentages, there could be a partner or reassessment of the formula. A decision would have to be made about whether it was a Community asset or not.

Councilmember Perry stated they are asking Staff to make cuts and reduce the budget. She asked if Council would be willing to take a pay cut for the next 12 to 24 months, beginning January 1st. She asked if that was a possibility to help out a little. Councilmember Bartholomew stated he had no problem with it. Councilmember Dietrich thought it was an excellent idea. Councilmember Dietrich questioned if the City Administrator would like to offer his 3% increase from last year to help the cause.

Councilmember Piekarski Krech responded she felt that was an unfair question. Mayor Tourville agreed.

Finance Director Hove reminded the Council they would be discussing water, sewer, stormwater, water/sewer debt funds, internal service funds, and the central equipment replacement schedule at the November Work Session.

2) VMCC Financial Update Discussion:

This item was discussed in the previous Agenda Item.

3) Proposed Changes to B-3 Zoning Ordinance as it Relates to Mini-Storage Use:

City Planner Allan Hunting discussed the Amendment to change the B-3 Zoning District eliminating mini-storage. The First Reading was adopted eliminating the use. Prior to the Second Reading Staff mailed letters to all B-3 properties and received input. Action was not taken on the Second Reading. Further research was done and results were that self or mini-storage were typically allowed in commercial and industrial districts. Indoor storage was allowed and outdoor was allowed with limitations. Staff discussed options with the City Attorney. He stated there are three possibilities for consideration:

1. Follow the original direction eliminating mini-storage both indoor and outdoor in the B-3 Zoning District.
2. Eliminate only outdoor mini-storage facilities, but continue to permit indoor in the B-3 District.
3. Permit both indoor and outdoor in the B-3 but establish limitation on the size of the outdoor storage.

He stated the request is to give Staff further direction so Staff can come back with a Second Reading.

Mayor Tourville stated there may be some indoor B-3 Zoning that does not cause the concern that outdoor does. He does not see the value in B-3 Zoning for outdoor storage. Councilmember Bartholomew stated he felt they should regulate the outdoor storage in B-3 because of the value of land. He believed indoor storage to work as it is not as intrusive as outdoor. He supports B-3 with indoor only. Councilmember Piekarski Krech stated there was one B-3 area on Highway 52 that is bordered by industrial. She commented that saying that you could not have outdoor storage would not make sense there because it is outside of residential and in a developed area of the City.

Mayor Tourville asked if there was a possibility of addressing with the type of lots or zoning located around the B-3. City Planner Hunting asked if they were referencing land located on the north side of 494 by Highway 52. Councilmember Piekarski Krech responded she was talking about south on Highway 52. City Planner Hunting stated he has had discussions with that land owner and knows he would like to do some type of mini-storage. The proposal would not impact the I-1 or I-2. He stated the individual could rezone to an industrial use and keep moving forward with B-3 indoor only. Councilmember Piekarski Krech asked if that would be difficult to rezone. City Planner Hunting responded it would be unknown until going through the process but may make sense because there are industrial zoned properties along the highway and would be a reasonable application. Mayor Tourville stated criteria would be if it was within MUSA or outside of MUSA. If within MUSA guidelines,

using the property for outdoor storage is not a good idea. He commented the property is outside of MUSA and may get consideration to do outdoor.

Mr. David Langer, Langer Commercial, stated the property is located on a corner and has two abandoned homes on it right next to the mini-storage facility that is doing well. Currently nothing further can be done on the property due to things going on around it and zoning. It is area that would not be viewed from the public, outdoor storage could be screened from public view with ease. Another issue was 50th Street as public right of way. He stated a discussion may be had with the City about vacating 50th at that point. It may not make much sense for the City to maintain the road if they were to incorporate it into an entire parcel. He stated some amount of outdoor storage may be requested. There are multiple purposes the site would benefit from.

Mayor Tourville asked if zoning for the area was known. Mr. Langer responded it was office park. City Planner Allan Hunting responded the property is currently guided as Community Commercial, that was a request change by the landowners. Zoning is still Industrial Office Park. Typical zoning with Community Commercial is B-3 and is the zoning of the property to the east. Mr. Langer asked what the current zoning is. City Planner Hunting responded they are still zoned Industrial, consistent with the old Comprehensive Plan. If used as a commercial endeavor it would have to be rezoned to a B-3 with any type of use proposed.

Mr. Langer stated the two parcels are pin holed in the area and would be difficult to get another use other than mini-storage. The road situation could be revisited as that would make for better buffer, distance, and setbacks if they could landscape. He stated knowing it is B-3 and the current requirements for mini-storage, it would be good to know going further. Mayor Tourville asked what the owners of the properties thought. Mr. Langer responded the owners just want to sell their property and move on. They are two generations of families that say it is time to move but do not know what to do with their property. This was prior to the mini-storage going in. He stated it would make sense to tag on to the mini-storage success with the current ownership or a different one. It is a very good non-threatening commercial use because of the low traffic and quieter noises. It is about as quiet of a neighbor you could ask for in a commercial setting.

Mayor Tourville asked if there was any way they could exclude a property or state if something is zoned Industrial now, would be under Council discretion. City Planner Hunting responded it is zoned Industrial Office Park and did not believe that was an option. If zoned B-3 and uses are established, it has to follow the same rules as another B-3 property.

Mr. Langer asked if the determination has been made that B-3 does not allow Conditional Use for outside storage. For example, if fully screened from all public right of way, or built with other buildings that screen areas designated as outside storage. He asked how that negatively impacts the Community if it cannot be seen and what harm that caused. Councilmember Bartholomew responded the harm is its use by condition. They need to be sure they are not getting into unintended consequences. He commented he does not believe outdoor storage by condition is the path to follow either. He said he was at a loss as to how to approach this. He wanted to be sure parcels that can be used in a B-3 manner are not disruptive to a neighborhood. He commented the properties are isolated, but wasn't sure the right path is by condition.

Mayor Tourville commented if doing nothing they would end up with outdoor storage in B-3 areas they do not want. An area where indoor storage was done people had concerns. He suggested Staff look at how to write things up for B-3. Mr. Langer agreed and suggested understanding what the owner is proposing and which designated areas would be outside storage. One question would be if designated in the area, is the area visible to the public. Another question is if it would be no higher than the building, will it provide screening where it will not be seen. He commented if buildings are providing the screening for outside storage, with an open courtyard in the middle for storage, he was not sure what harm that would cause. He stated more buildings would be built to provide screening with some amount of designated outside storage in the middle of it all. Mayor Tourville stated there is more than just vision with outdoor storage. He suggested City Planner Hunting go back and discuss with Legal. There are two locations of B-3 that may be able to support outdoor storage. He stated the one in the MUSA District would not work. City Planner Hunting responded he was unsure if it could be addressed that way and have two properties treated differently than others but would discuss with the City Attorney.

Councilmember Piekarski Krech asked if the current storage facility in the area had outdoor storage. City Planner Hunting stated arial photos show Wasatch Storage has two buildings along north and south boundaries with outdoor storage in between. It was designed to screen. Mr. Langer agreed. Mayor Tourville stated the situation on 50th Street is unique and unlike other B-3 zoning. Mr. Langer responded it would be tax base growth for the City with two residential properties that are non-conforming uses and valued at \$450,000 to \$500,000 total. If zoned for commercial use it should triple or quadruple the tax generation it would create if it stayed in the exact same value. There could be ½ million dollars of improvements to the property, the taxable value will increase to about \$1 million dollars or more. With a tax rate difference between residential and commercial there would be growth in the taxable income.

Mayor Tourville commented they do not want open storage everywhere. Mr. Langer suggested determining what was approved before and if it was under a screening requirement. Mayor Tourville suggested Staff and Legal discuss further.

4) Discussion on Home Occupation Ordinance Regulations:

Associate City Planner Heather Botten stated amending the Home Occupation Ordinance has been discussed several times by the Planning Commission and Council relating to if the home business could be run out of an accessory building. Currently City Code allows home occupations that comply with Chapter 101526 of the City Code and includes a list of criteria such as:

- No outside employees
- Allowed only when the business is conducted entirely within the principle structure, not in an attached or detached structure.

She stated during previous discussions, Council and the Planning Commission struggled with possibly amending the Ordinance to allow home businesses to be run out of accessory buildings. Staff conducted a survey which was included in the Insights newsletter and on the City Website and Facebook page. The survey was open from July 17th through August 31st with 147 participants. The survey asked the following:

- If the City should require a license or special permit for the operation of a home business. 44% said yes, 56% said no.
- Do you think the City Home Occupation Ordinance should be amended to allow the use in garages and accessory structures. 63% said yes, 37% said no.
- Do you think an occupation operated out of a garage or accessory structure could have an adverse impact to the neighborhood. 63% said yes, 37% said no.

Of those 147 people, 79 provided comment. She stated Staff does not support a change to the Home Occupation Ordinance. They believe businesses located in residential accessory buildings are an incompatible land use and could compromise the quality of life in residential neighborhood, could have an adverse impact, conflicts with the City Comprehensive Plan Policy, and allowing commercial industrial uses operated out of accessory buildings takes away from the possibility of filling some of the vacant and commercial and industrial spaces in the City. Staff requests direction from the Council if they believe the Occupational Ordinance should be amended to allow businesses to be operated out of accessory buildings. She stated if going that route, direction about whether the Ordinance should include all residential districts, larger rural or lots with acreage, or if a process should be required if any, for the home businesses to be followed.

Councilmember Piekarski Krech stated the survey responses were conflicting. Mayor Tourville agreed. Councilmember Bartholomew stated they were inconclusive and contrary.

Mayor Tourville stated type of home business makes a big difference. Councilmember Bartholomew stated his concern was labeling it a business if you are not running a business. He commented it has somehow been determined that if you are storing business materials in your garage its defined as a business. He does not believe it is. If having a garage, you can put in it whatever is legal, running a business, is different criteria.

Mayor Tourville stated it was discovered some people work for someone and having a take home vehicle was confusing. Councilmember Piekarski Krech stated the question was when you are just storing something or keeping it out of the elements in the garage, and when taking pieces of equipment in and out of the garage daily to run the business. She questioned if that creates noise and problems in a neighborhood. She stated she did not have a problem with something completely kept inside and no one coming to the home. She commented the issue could be when it starts spilling out and how much traffic is generated. Councilmember Bartholomew asked how it was defined when storage of equipment in your garage becomes a business. He stated for example, if he owns a business washing windows, has two pickup trucks to go wash windows and keeps them in his garage and shuts the door. He does not run a business out of his home, he was unsure why he could not do that. Councilmember Piekarski Krech responded two trucks are one thing. She asked when does it become a trailer with a lift taken out daily. Mayor Tourville stated another term they looked at was the term "shingle" where you advertise to come to a residential piece of property to do business. That is not fair to the neighbors.

Mayor Tourville stated this was not an easy topic. Another item would be the threshold of the neighborhood. If the neighborhood changes there could be an issue. Councilmember Piekarski Krech stated some of the comments mentioned there were a few businesses in the neighborhood and most do not create problems. If there are multiple businesses run in a neighborhood, what could that do to

the neighborhood. Mayor Tourville noticed comments about people doing car and truck repairs in neighborhoods. That is running a business, neighbors have complained. He stated it was about whether they were being paid or not. Councilmember Piekarski Krech stated selling Avon and repairing engines are different. Councilmember Dietrich stated part of the issue that she hears from residents is that it is ok in some neighborhoods but not in others. She suggested addressing that.

Mayor Tourville stated beauty shops get a permit and are allowed, they have a separate entrance. Councilmember Piekarski Krech responded that is a licensed profession, a lot are not licensed professions. Associate City Planner Botten stated the Ordinance change would be specific to accessory buildings, attached or detached garages, not home occupations within the home. Councilmember Dietrich stated she would like to hear from Police about actual calls that come in about these types of things, which may help narrow it down. Associate City Planner Botten responded she could get the information from Code Enforcement and Police. Associate City Planner Botten responded she would get updated information, the last one received was from July 2019.

Councilmember Piekarski Krech asked about the point that Councilmember Bartholomew made about just storing items inside, but not technically operating out of there. Associate City Planner Botten responded there has been an agree/disagree about how that is interpreted. For example, a landscaper or tree trimmer is storing their equipment on the property but not actually doing the business there. There is still a great impact on the neighborhood with the equipment coming in and out of a garage. Councilmember Piekarski Krech stated the comparison of selling Avon and being a tree trimmer with boxes of cosmetics versus equipment. Associate City Planner Botten responded if an Avon person is storing items in a garage, that would not be allowed.

Mayor Tourville asked if information about how neighboring Communities handle this could be brought back to the Council. Associate City Planner Botten responded earlier this year she provided the Ordinances for Eagan, West St. Paul, and South St. Paul, those prohibited home occupations in accessory buildings. The Cities of Plymouth, Bloomington, and North St. Paul had some flexibility. She would resubmit that for additional review. Councilmember Piekarski Krech suggested getting the information for further discussion and to let Council know when she would like a response back so a date can be determined.

5) NWA Park Financing:

Parks and Recreation Director Eric Carlson discussed the Northwest Area Park Plan as follows:

- 5-6 Parks
- Connected by 10-20 miles of trails
- Tax advantage of 20% open space requirements
- Flexible program space to respond to change in demographics
- Use parks to promote and encourage active living and healthy lifestyles

Current City-Wide Park Service:

- Approximately 35,000 people in the City
- 27 parks (1,300 per park)
- 31 miles of trail (1,100 people per mile)
- 677 acres (52 residents per acre)

- 14 playground sites in City parks (2,500 residents per playground)

Projected City-Wide Park Service:

- Projected population at maturity is approximately 49,000 people
- Adding 5-6 parks (1,500 and 1,400)
- 40-50 miles of trail (1,200 to 1,000 residents per mile of trail)
- 740-760 acres of parkland (66 to 64 residents per acre)
- 18-19 playgrounds (2,700 to 2,600 residents per playground)

Current Park Dedication Rates:

- Last time this was updated in the Park Dedication Ordinance was in 2014
- The City has a choice when developers develop, in taking land or cash
- Cash collected is paid at the fee in place at the time of final plat
- Money collected can only be used to pay for parks for the first time (land, equipment, improvements). Cannot be used to replace an existing playground

Park Acquisition and Development Fund (Fund 402) Revenue Assumptions:

- End of 2019 balance of \$2,100,000
- Anticipate revenue of approximately \$3,000,000 in the next 1-2 years
- Longer out it is difficult to predict what may happen. Anticipate revenue potential of approximately \$4,000,000 in the next 3-5 years

Northwest Park Acquisition/Development Assumptions:

- Conversations about parks in the northwest area have been west of Highway 3
- Intersection of 70th and Argenta. Both very busy roads
- Would like to have a park in each one of the quadrants
- Recently the City Council approved a Purchase Agreement for property. Plan to close and own the property before the end of the year
- At the Council Meeting on October 12th, discussion in an Executive Session about acquiring a parcel of property.
- Working with Dakota County on a parcel of property. The property owner is still living on the property and does not want to be bothered by negotiations and Purchase Agreements at this time. The person living there is older and the family doesn't want the stress. The family is open to discussion in the future
- Struggle to find a piece of property in the southeast corner. He stated the following information for Council's attention to make the best decision long term. A map was shown.
 - The yellow represents ½ mile around each of the parks in the City
 - One of the goals is to have a park within ½ mile of where people live
 - North of 55 (more suburban parts of the City) good job covering the City
 - South of town (more rural) not a very good job, but figure they do not have to as those lots are 5, 10, and 20-acre parcels
 - Northwest area does not have parkland yet, working to change that
 - Circles represent the areas they are probably going to acquire parkland
 - One parcel does not have anything yet
 - The County has determined that an underpass or tunnel, south of 70th underneath Argenta, is feasible if done as a part of the Argenta project. If that is done, a portion of the area would be provided with a safe way to get to a park close by

Mayor Tourville questioned if there would be stop signs going east and west on the new Argenta for roads coming in. Parks and Recreation Director Carlson assumes there would be. Mayor Tourville stated looking at Amana, people would have to go north to go through a tunnel and then south. He did not believe people would do that. He commented if there is not anything in the southeast quadrant, he thought people would go over Amana to get to the park. Kids that go out on their own would not take the safest route, they take the quickest route. He commented teenagers are not big users of neighborhood parks.

Councilmember Perry asked what the distance was between Amana and the underpass. Parks and Recreation Director Carlson responded he was unsure but could find out. Councilmember Piekarski Krech guessed it to be less than ¼ mile. Parks and Recreation Director Carlson responded the Mayor could be correct but he has a duty to share the information with the Council so they can make an informed decision about how to move forward.

Councilmember Piekarski Krech asked what the County would be doing with Amana. Parks and Recreation Director Carlson responded his understanding was that Amana was not going to have another road on the west side of Argenta. Councilmember Piekarski Krech asked if an overpass could be done there. She agreed with the Mayor that the location is a more logical crossing point for those in the area. Parks and Recreation Director Carlson stated an overpass could be engineered but very expensive, closer to \$2 million dollars. A tunnel is approximately \$420,000. Councilmember Piekarski Krech asked if the tunnel has to be at Argenta and 70th. If the tunnel could be moved south it would make more sense getting people to use it. Parks and Recreation Director Carlson responded that was a question that could be asked. Councilmember Piekarski Krech commented they would be using up all of the Fund 429 money for acquisition and minimal development, she would rather have more funds for nicer parks. Mayor Tourville asked if they could have a more controlled intersection at Argenta and Amana.

City Administrator Lynch responded about the tunnel stating the further away they get from the intersection of Argenta and 70th, the less cost participation from the County. It is being done in conjunction with the County along with sidewalks and paths along 70th and Argenta. He responded about Amana stating the County has already said if wanting a controlled intersection, such as a roundabout or lights, the lights would be at a cost to the City. LED lighting a four-way intersection could cost \$750,000 to \$1 million dollars. Mayor Tourville stated they have to stop Amana traffic. City Administrator Lynch stated the study done on Argenta predicts it will be a higher volume road. Instead of going east the traffic will want to go north to get off at 494. They would not put a control device on Argenta. He stated if they did not have the park in the southeast area, they may be able to do some of those things.

Mayor Tourville asked if it was settled to have a roundabout at 70th and Argenta. City Administrator Lynch responded that is the preferred controlled intersection the County would be constructing. Mayor Tourville stated the first neighborhood in the area, Argenta Hills, 10-12 years ago, may end up being one of the last ones due to terrain unless something is determined in cooperation with another development on the Target portion. This could be a shared park use. He suggested pushing hard for that, and for safety.

Parks and Recreation Director Carlson discussed the Northwest Park Acquisition/Development Assumptions:

Current Approach West of Highway 3:

- SW = \$1,400,000 (estimated cost to own and develop into a very basic park)
- NE = \$1,600,000 (estimated to own and develop)
- SE = (To be determined) \$2,000,000 (estimated)
- Total investment: \$5,000,000
- Fund 402 balance \$0

Optional Approach West of Highway 3:

- SW = \$1,400,000 (same as listed above)
- NE = \$1,600,000 (same as listed above)
- SE = \$1,000,000 The area has the oldest homes in the area. Not having anything in the area may be very disappointing to those there. As a way to make it more plausible, there was discussion to try to do something in what the City owns (#8) and envision the City building a retaining wall along the hillside and creating an area that is approximately 15,000 or 20,000 square feet, level with the trail in the area. A playground could be put there giving the neighborhood a safe place to go and play.
- Total investment \$4,000,000
- Fund 402 balance \$1,000,000

Councilmember Piekarski Krech asked if all the parks would be connected by trails. Parks and Recreation Director Carlson responded they would try but the topography is challenging. The Mendota/Lebanon Regional Greenway is there and there are sidewalks. As other plats come in, they would continue to push for sidewalks, and try to make trail connections when needed. He stated there could be some walking on local streets. Councilmember Piekarski Krech stated having bigger parks in some areas would not be far for others to go to get to a larger area with more space. She suggested having more in the largest area.

Parks and Recreation Director Carlson stated Council directed Staff to speak with two property owners. He heard back from one on September 23rd. He wanted to discuss this item with Council first before engaging with the land owner (Fleming). Further discussion could take place on Monday night. Mayor Tourville requested further discussion with the landowner (Fleming) to see if they are interested or not.

Councilmember Dietrich asked what feedback and expectations residents in the area have suggested. Parks and Recreation Director responded at the beginning of the park planning process, a ZOOM call was done. At that point, the goal was to put a park in each one of the four quadrants. He has not spoken to anyone since then. If going with a tunnel under the road and not purchasing a piece of property for a park, he believes they need to do something in the area. There are other opportunities once other places develop. The people in the area have been more than patient.

Councilmember Bartholomew suggested pursuing #8, #9, and #5 as aggressively as they can, a park is needed somewhere in that quadrant. He stated he was fine with partnering with Dakota County on an underpass by Argenta. He commented with the traffic in the area, that quadrant deserves a park area.

Mayor Tourville commented the park issue could help developers. He stated he knew #5 would be difficult with all that is involved with the parcel.

Councilmember Perry asked about Park Dedication rates last being updated in 2014 and if those were solid rates or need to be re-evaluated. Parks and Recreation Director Carlson responded the Community Development Director presented a report from Ehler's stating Single Family Residential and Industrial rates were below average and the Apartment rate was above average. She commented it was the first time she had heard about parcel #8 and asked when/if it has been discussed with residents and when. Parks and Recreation Director Carlson responded he discussed it with Council and residents in late July. #8 is owned by the City.

6) Potentially Dangerous Dogs:

Police Lieutenant John Daniels stated he has been with the Police Department for almost 23 years. He stated he looked at information about 5-4-6 Dangerous and Potentially Dangerous Dog Ordinance from the last two years and has the following information:

Critical Thinking Model: Used to go through the process

- Includes Reasoning, Problem-solving, and Evaluating

Reason for the Ordinance: Council and the Police Department created the Ordinance to:

- Identify and designate dangerous dogs
- Hold the dog owner responsible
- Keep the Community safe
- Create incident reports
- Dogs are quarantined
- Follow up with owners and Vets
- Dogs are designated as dangerous or potentially dangerous

Problem Solving:

- Reviewed the last two years (2019/2020) of Police reports
- Spoke with some dog owners and parties that were bit
- Case study

He stated people were upset about the current status of the Ordinance. Some were crying, some hostile.

Potentially versus Dangerous:

- For 2019: There was a total of 17 reports. Of those reports 16 were potentially dangerous.
- -1 for Dangerous Dog. Reason behind negative was due to the two reports reported to Police Department were not home owners or dog owners within the Community. Letters were sent to those Cities explaining the circumstances of those dogs. Unsure of outcome.
- For 2020: There have been 25 Police reports. 24 were potentially dangerous. This year there was one dangerous dog, did not bite anyone, but jumped the fence and tried to attack another dog and the homeowner fell and had injuries.

Case Study:

- Neighbor gets a call from the dog owner requesting assistance dismantling playground equipment. The neighbor heads over to the dog owner's residence, resident opens the gate, dog gets startled and bites. The neighbor proceeds to help take down the equipment.

Neighbor later notices the dog bite appears to be infected. He and the dog owner decide to contact the Police Department to document the incident for Homeowners Insurance purposes.

- Since the homeowner called the Police Department the owner is required to follow the City Ordinance/Guidelines. Dog is quarantined for 10 days, was designated potentially dangerous and comes with the following requirements in the current Ordinance:
 - 14 days to appeal the potentially dangerous dog. Declaration, cost of appeal is \$200.00. If the skin was broken, winning was minute. Due to that:
 - Leach/muzzle requirements
 - Confinement requirement
 - Dog must be sterilized within 30 days
 - Must obtain liability insurance
 - Dog must be registered annually at a cost of \$150.00
- A letter is sent to the homeowner advising, if failing to follow the above mentioned, could become a criminal issue

Police Lieutenant Daniels stated he discussed this subject with others and one of the questions that came up was "What's Potentially Dangerous"? Potential means having or showing the capacity to become or develop into something in the future. In some cases when a dog is scared or injured, the dog may likely bite someone. In looking at the calls for service he noticed the Police Department was creating more potentially dangerous dog reports than actually creating dangerous dogs. He stated there were nine appeals in 2019 at \$200 per person/per incident. So far in 2020 there are four appeals. He looked into the Minnesota State Statute and noticed the Ordinance speaks about dangerous dogs.

Councilmember Bartholomew asked what the Statute number was. City Clerk Rebecca Kiernan responded 347.50. Police Lieutenant Daniels stated he had copies and would give them to Council.

Police Lieutenant Daniels stated looking at Ordinance 5-1, guidelines were given for dangerous dogs, potentially dangerous was not discussed. He stated the City is in line with the State Ordinance. He recommends re-writing the City Ordinance and removing the word "Potential". By doing this, they would still be able to continue the way they had been:

- Keeping the Community Safe
- Designate dogs
- Document reports

This can all continue to be done without having the word "potentially" included. He referenced the blue areas of the Ordinance, stating the "E" would become "D", "F" would become "E", and so on.

Mayor Tourville asked if he had worked with the City Attorney on the language of the Ordinance. Police Lieutenant Daniels responded he has not, he was looking for Council guidance to start with.

Councilmember Dietrich stated she would like to read the handouts and thanked him. Councilmember Bartholomew asked if he could receive an electronic version. Police Lieutenant Daniels responded he could send via email. Mayor Tourville suggested items be given to the City Clerk who would send it along to Council. Copies can be given to Council if he has them available.

City Administrator Lynch suggested Police Lieutenant Daniels send out electronically. Comments or feedback should be sent to Lieutenant Daniels who can incorporate the feedback. He suggested before speaking with the City Attorney, it would be revised to reflect the comments.

B. Adjourn:

Mayor Tourville stated the next regular City Council meeting takes place on October 12th at 7:00 p.m.

Motion by Piekarski Krech second by Perry to adjourn the meeting at 9:25 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 9, 2020
 Item Type: Consent
 Contact: Amy Hove 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of October 21, 2020 to November 4, 2020.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending November 4, 2020. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$511,360.30
Debt Service & Capital Projects	148,095.61
Enterprise & Internal Service	121,998.99
Escrows	46,847.98
Grand Total for All Funds	<u><u>\$828,302.88</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 October 21, 2020 to November 4, 2020 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING November 4, 2020**

WHEREAS, a list of disbursements for the period ending November 4, 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	\$511,360.30
Debt Service & Capital Projects	148,095.61
Enterprise & Internal Service	121,998.99
Escrows	46,847.98
Grand Total for All Funds	<u><u>\$828,302.88</u></u>

Adopted by the City Council of Inver Grove Heights this 9th day of November, 2020.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, Deputy Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 10/21/2020 - 11/4/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ASPEN MILLS	262683	10/20/2020	Clothing/Uniforms	101.42.4200.423.60045	158.40
ASPEN MILLS	262686	10/20/2020	Clothing/Uniforms	101.42.4200.423.60045	165.40
ASPEN MILLS	262688	10/20/2020	Clothing/Uniforms	101.42.4200.423.60045	165.40
ASPEN MILLS	262740	11/03/2020	CB IGHPD BARS CAB SLIDE	101.42.4000.421.60045	372.75
ASPEN MILLS	262741	11/03/2020	Parts	101.42.4000.421.60045	159.99
ASPEN MILLS	263243	11/03/2020	Clothing / Uniforms	101.42.4000.421.60045	50.95
BARNA, GUZY, & STEFFEN LTD	222709	11/03/2020	General labor	101.42.4000.421.30420	385.50
BARNA, GUZY, & STEFFEN LTD	222710	11/03/2020	Data practices investigation	101.41.1100.413.30420	6,876.31
BITUMINOUS ROADWAYS, INC.	29783	11/03/2020	Materials	101.43.5200.443.60016	23,919.03
BLACKTOP PROS, LLC	20-0374	11/03/2020	Sleepy Hollow Park	101.44.6000.451.40046	15,900.00
BUREAU OF CRIMINAL APPREHENSION	15289	11/03/2020	Online training	101.42.4000.421.50080	75.00
C2 LLC	20-382-000	11/03/2020	Set-Up / Portfolio Subscription	101.41.2000.415.50070	9,130.00
CENTURY LINK	10/19/2020	11/03/2020	Account #651-455-9072	101.42.4200.423.50020	89.92
CORPORATE MARK, INC.	425981	11/03/2020	COVID 19 masks	101.42.4200.423.60065	670.00
DAKOTA CTY FINANCIAL SVCS	00039218	11/03/2020	2020 CJN Fees	101.42.4000.421.70501	71,504.00
DAKOTA CTY FINANCIAL SVCS	00039257	11/03/2020	4th Qtr 2020 operational costs	101.47.1400.413.40035	3,176.20
DAKOTA CTY FINANCIAL SVCS	00039302	11/03/2020	Sept 2020 MHZ Subscriber Fee	101.42.4000.421.70501	1,703.09
DAKOTA CTY FINANCIAL SVCS	00039302	11/03/2020	Sept 2020 MHZ Subscriber Fee	101.42.4200.423.30700	1,726.42
DAKOTA CTY FINANCIAL SVCS	00039302	11/03/2020	Sept 2020 MHZ Subscriber Fee	101.43.5200.443.30700	46.66
EFTPS	INV0106103	10/22/2020	FEDERAL WITHHOLDING	101.203.2030200	9.95
EFTPS	INV0106105	10/22/2020	MEDICARE WITHHOLDING	101.203.2030500	39.44
EFTPS	INV0106106	10/22/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	168.64
EFTPS	INV0106150	10/23/2020	FEDERAL WITHHOLDING	101.203.2030200	42.31
EFTPS	INV0106152	10/23/2020	MEDICARE WITHHOLDING	101.203.2030500	5.56
EFTPS	INV0106153	10/23/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	23.84
ESS BROTHERS & SONS INC	AA9636	11/03/2020	Quick set repair - strong seal	101.43.5200.443.60016	1,980.00
EYEMED	164544947	11/03/2020	Nov 2020 premium	101.203.2032700	232.46
FRIENDS OF THE MISSISSIPPI RIVER	10/12/2020	11/03/2020	Meetings, Surveys, Demos, Plantings	101.44.6000.451.30700	2,745.00
FURLONG FARMS	54	11/03/2020	Sand & Spreder	101.44.6000.451.40050	500.00
FURLONG FARMS	54	11/03/2020	Sand & Spreder	101.44.6000.451.60016	1,590.00
GERRY'S FIRE & SAFETY INC	66852	11/03/2020	Fire extinguisher recharge	101.42.4200.423.40042	109.50
GERRY'S FIRE & SAFETY INC	67022	11/03/2020	Siphon Tube & Mobile Fee	101.42.4200.423.40042	18.00
GERTENS	499204/1	11/03/2020	Bale of Straw	101.44.6000.451.60016	164.85
GERTENS	499961/1	11/03/2020	100 SQ' PINE STRAW BALES	101.44.6000.451.60016	54.95
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12010	11/03/2020	Solar Gardens August 2020	101.42.4200.423.40020	2,228.63
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12010	11/03/2020	Solar Gardens August 2020	101.43.5200.443.40020	180.32
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12010	11/03/2020	Solar Gardens August 2020	101.43.5400.445.40020	1,646.04
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12010	11/03/2020	Solar Gardens August 2020	101.44.6000.451.40020	1,859.09
IGH EXPLORERS	11/04/2020	11/04/2020	COVID - Explorers Cancellation	101.42.4000.421.50078	500.00
INNOVATIVE LABORATORY SYSTEMS INC	SUM-057126	11/03/2020	Sept 2020	101.41.1100.413.80500	642.43
INNOVATIVE LABORATORY SYSTEMS INC	SUM-057126	11/03/2020	Sept 2020	101.41.1200.414.60010	10.20
INNOVATIVE LABORATORY SYSTEMS INC	SUM-057126	11/03/2020	Sept 2020	101.41.1200.414.60065	102.00
INNOVATIVE LABORATORY SYSTEMS INC	SUM-057126	11/03/2020	Sept 2020	101.43.5100.442.60040	(23.97)
INSIGHT EDGE	1683	11/03/2020	2nd 1/3 of Phase II Coaching Process	101.41.1000.413.30700	521.40
INSIGHT EDGE	1683	11/03/2020	2nd 1/3 of Phase II Coaching Process	101.41.1100.413.30700	926.93
INTOXIMETERS	101520	11/03/2020	MouthPieces	101.42.4000.421.60065	270.25
JASON THOMAS CARDINAL	IGHPD2020-2	11/03/2020	Employment Background	101.42.4000.421.30701	2,113.20
KENISON, TERRI	09/30/2020	11/03/2020	September 2020 cleaning services	101.42.4200.423.30700	1,600.00
KENISON, TERRI	10/31/2020	11/03/2020	Cleaning services	101.42.4200.423.30700	1,600.00
KENNEDY & GRAVEN	NV125-00062	11/03/2020	Crossings at Inverwood Tax Abatement	101.45.0000.3414200	1,792.50
KIESLER POLICE SUPPLY, INC	IN149708	11/03/2020	Police Supplies	101.42.4000.421.60018	2,664.05
M & J SERVICES, LLC	2283	11/03/2020	River road drainage rehab	101.43.5200.443.40046	1,710.00
M & J SERVICES, LLC	2284	11/03/2020	8556 College Trail work	101.43.5200.443.40046	1,250.00
M & J SERVICES, LLC	2285	11/03/2020	8685 Cole Ct repair	101.43.5200.443.40046	585.00
M & J SERVICES, LLC	2286	11/03/2020	Groveland park parking lot repairs	101.43.5200.443.40046	1,260.00
M & J SERVICES, LLC	2290	11/03/2020	Fire station #17015 concrete work	101.42.4200.423.40040	4,000.00
MACQUEEN EMERGENCY GROUP	E00084	11/03/2020	Progress Build Changes	101.42.4200.423.40041	9,064.82
MADISON NATIONAL LIFE INSURANCE COMPANY	1415261	11/03/2020	November 2020	101.203.2031700	3,000.47
MADISON NATIONAL LIFE INSURANCE COMPANY	1415261	11/03/2020	November 2020	101.42.4000.421.20630	69.99
MADISON NATIONAL LIFE INSURANCE COMPANY	1415261	11/03/2020	November 2020	101.43.5200.443.20630	(145.60)
MCKESSON MEDICAL-SURGICAL INC.	17061463	11/03/2020	Supplies	101.42.4200.423.60065	2,115.91
MCKESSON MEDICAL-SURGICAL INC.	17061578	11/03/2020	Gloves	101.42.4200.423.60065	57.60
MCKESSON MEDICAL-SURGICAL INC.	17061695	11/03/2020	Gloves	101.42.4200.423.60065	79.20
MCKESSON MEDICAL-SURGICAL INC.	17062635	11/03/2020	Defibrillators	101.42.4200.423.60065	212.61
MCKESSON MEDICAL-SURGICAL INC.	17062716	11/03/2020	Electrode Defib	101.42.4200.423.60065	142.14
MCKESSON MEDICAL-SURGICAL INC.	17071049	11/03/2020	Gloves	101.42.4200.423.60065	10.81
MN DEPT OF LABOR & INDUSTRY	1/22/2020	11/03/2020	Boiler operating fees	101.42.4200.423.30700	20.00
MN DEPT OF REVENUE	INV0106104	10/22/2020	STATE WITHHOLDING	101.203.2030300	5.33
MN DEPT OF REVENUE	INV0106151	10/23/2020	STATE WITHHOLDING	101.203.2030300	13.08
MN LIFE INSURANCE CO	November2020	11/03/2020	Policy #0027324	101.203.2030900	3,815.74
MN LIFE INSURANCE CO	November2020	11/03/2020	Policy #0027324	101.42.4000.421.20620	9.63

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN NCPERS LIFE INSURANCE	542000112020	11/03/2020	October Payroll Deductions	101.203.2031600	256.00
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA, F	103257991	11/03/2020	Services performed at - CMC - MNS - Me	101.41.1100.413.30500	262.50
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA, F	103261580	11/03/2020	Services performed at - CMC - MNS - Air	101.41.1100.413.30500	141.00
OFFICE OF MN. IT SERVICES	DV20090442	11/03/2020	IT Services	101.47.1400.413.40035	291.40
PIONEER PRESS	920572521	09/30/2020	Advertising/Publishing	101.45.3200.419.50025	28.38
POLICE SERVICE DOGS, INC.	20200255	11/03/2020	Ecollar Repair	101.42.4000.421.60013	50.00
PRECISE MRM	200-1027829	11/03/2020	Pooled data (Per MB)	101.43.5200.443.30700	72.64
PRO-TECH DESIGN INC.	96914	11/03/2020	Professional service contract	101.47.1400.413.40035	1,411.00
PRO-TECH DESIGN INC.	97636	11/03/2020	Enterprise Camera License	101.47.1400.413.40035	1,136.35
PRO-TECH DESIGN INC.	97904	11/03/2020	Service Ticket #144780	101.47.1400.413.30700	96.75
SCOTT NELSON COACHING, INC.	2030	11/03/2020	Group Leadership Coaching	101.41.1100.413.30700	500.00
SENSIBLE LAND USE COALITION	00525	11/03/2020	Hindsight is 2040 comprehensive plannin	101.45.3000.419.50080	15.00
SENTINEL MN LLC	INV-0090	11/03/2020	Liberty's Defense Coverings	101.42.4000.421.60018	378.00
TARGETSOLUTIONS LEARNING	11/02/2020	11/03/2020	Tracking & Maintenance fee	101.42.4200.423.30700	5,999.60
TARPS INC	2428	11/03/2020	FD Tarp Repair	101.42.4200.423.30700	95.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1864935	11/03/2020	Cobra Minimum Fee - Sept	101.42.4000.421.30550	40.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1871301	11/03/2020	Retiree - Administration Fees	101.42.4000.421.30550	44.70
TDS METROCOM	10/13/2020	11/03/2020	Communication services	101.47.1400.413.50020	355.56
TEAM LABORATORY CHEMICAL, LLC	INV0023072	11/03/2020	Fine road patch (150 bags)	101.43.5200.443.60016	2,016.00
TYLER TECHNOLOGIES, INC	025-304452	11/03/2020	August maintenance agreement	101.47.1400.413.40035	438.00
TYLER TECHNOLOGIES, INC	025-311026	11/03/2020	Oct - maintenance agreement	101.47.1400.413.40035	438.00
TYLER TECHNOLOGIES, INC	025-312859	11/03/2020	Nov maintenance agreement	101.47.1400.413.40035	438.00
UNIFIRST CORPORATION	0900584768	11/03/2020	Clothing/Uniforms	101.43.5200.443.60045	56.37
UNIFIRST CORPORATION	0900584768	11/03/2020	Clothing/Uniforms	101.44.6000.451.60045	26.52
VERIFIED CREDENTIALS, INC.	311803	11/03/2020	Oct Background screenings	101.41.1100.413.30700	162.00
VERIZON WIRELESS	9863498557	11/03/2020	Account# 642017074-00001 Sept charge	101.47.1400.413.50020	1,093.13
VERIZON WIRELESS	9865591800	11/03/2020	Account# 642017074-00001 Oct charges	101.47.1400.413.50020	1,131.84
VOLUNTEER FIREFIGHTERS BENEFIT	11/03/2020	11/03/2020	Application cards -	101.42.4200.423.50070	121.00
WI SCTF (WI SUPPORT COLLECTIONS TRUST FUND)	INV0106116	10/23/2020	PARTICIPANT ID#0004986316	101.203.2032100	433.06
Fund: 101 - GENERAL FUND					207,397.32
INVER GROVE HEIGHTS HOCKEY ASSOC	3550	11/03/2020	East Rink Dasher Board	201.44.1600.465.50025	500.00
PHILKOT Inc.	153926	11/03/2020	Tourism map pads	201.44.1600.465.50025	295.51
STACY ANN BROOKS	323	11/03/2020	November blog posts	201.44.1600.465.50025	205.00
Fund: 201 - C.V.B. FUND					1,000.51
ASPEN ISTA	10/21/2020	11/03/2020	Injury / Basketball	204.44.0000.3470000	60.00
MAYER ARTS INC	3296	11/03/2020	Theater Class	204.44.6100.452.30700	600.00
MN DEPT OF COMMERCE	10/29/2020	11/03/2020	Ethan Cornell check# 209328	204.228.2280100	50.00
MN DEPT OF COMMERCE	10/29/2020	11/03/2020	Adam Follmer check# 213862	204.228.2280100	50.00
MN DEPT OF COMMERCE	10/29/2020	11/03/2020	Esperanza Young-Guevara check# 2185	204.44.0000.3470000	3.00
Fund: 204 - RECREATION FUND					763.00
BLUE CROSS BLUE SHIELD	10/23/2020	11/03/2020	Fair Cancellation	205.44.0000.3492500	40.00
CAHILL DENTAL CARE, PA	10/26/2020	11/03/2020	Cancel / Fair	205.44.0000.3492500	40.00
CHRISTINE WIEDENFELD	10/12/2020	11/03/2020	registration cancellation	205.44.0000.3493501	65.00
GRAMERCY PARK CO-OP ELDRIDGE	10/26/2020	11/03/2020	Fair Cancellation	205.44.0000.3492500	40.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1415261	11/03/2020	November 2020	205.44.6200.453.20630	(29.28)
MADISON NATIONAL LIFE INSURANCE COMPANY	1415261	11/03/2020	November 2020	205.44.6200.453.20630	(29.22)
MN LIFE INSURANCE CO	November2020	11/03/2020	Policy #0027324	205.44.6200.453.20620	5.87
MN LIFE INSURANCE CO	November2020	11/03/2020	Policy #0027324	205.44.6200.453.20620	5.88
NEW MOONS Co.	10/22/2020	11/03/2020	Cancel / Healthy Living Fair	205.44.0000.3492500	40.00
PRO-TECH DESIGN INC.	98569	11/03/2020	Parts / Supplies	205.44.6200.453.80200	1,310.94
RIVER HEIGHTS HEALTH & INJURY CLINIC	10/22/2020	11/03/2020	Fair Cancellation	205.44.0000.3492500	40.00
TOTAL CONSTRUCTION & EQUIP.	18294	11/03/2020	Repairs for Skyjack Lift	205.44.6200.453.40042	614.23
TOTAL CONSTRUCTION & EQUIP.	18294	11/03/2020	Repairs for Skyjack Lift	205.44.6200.453.40042	614.23
TOTAL CONSTRUCTION & EQUIP.	20042	11/03/2020	Breaker Tripping - CC	205.44.6200.453.40040	266.35
Fund: 205 - COMMUNITY CENTER					3,024.00
ASHTON, Inc.	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
B & H FLORISTS, Inc.	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
BILL RASCHER MECHANICAL INC.	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
BROWN'S GUITAR FACTORY CORP.	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
BRUCE FLATMOE, Inc.	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
CAHILL DENTAL CARE, PA	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
CAHILL DINER	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
CLIMB THEATRE	10/29/2020	10/29/2020	CARES Non-Profit Grant Award	250.45.3000.419.70601	20,000.00
EHLERS AND ASSOCIATES, INC.	10/29/2020	11/03/2020	CARES Non-Profit Admin 10/2020	250.41.1100.413.30700	2,125.00
ELIZABETH GULLERUD	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
GTS TIRE & TRUCK REPAIR, LLC.	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
HUYNH COPORATION, Inc.	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
IGH HOTELS, LLC.	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
INVER GROVE STORAGE LLC	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
LAURIE LYNN MURRAY	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
LOAVES AND FISHES TOO	10/29/2020	10/29/2020	CARES Non-Profit Grant Award	250.45.3000.419.70601	2,272.00
MELINDA ARNESON	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
MISSISSIPPI PUB	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
PEREZ, SANDRA	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
QBIZ INTEGRATED SERVICES, LLC.	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
RIVER HEIGHTS CHAMBER OF COMMERCE	10/29/2020	11/03/2020	CARES Non-Profit Grant Award	250.45.3000.419.70601	20,000.00
SOUTH EAST TOWING, Inc.	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTH RIDGE DENTAL PA	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
STEVEN J. BENKE, DDS	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
SYNERGY CHIROPRACTIC, P.A.	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
TABBY CAT, LLC	10/29/2020	10/29/2020	CARES FUND COVID RELIEF - SMALL	250.45.3000.419.70600	10,000.00
TOWN SQUARE TELEVISION	10/29/2020	11/03/2020	CARES Non-Profit Grant Award	250.45.3000.419.70601	14,723.00
YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE NOF	10/29/2020	11/03/2020	CARES Non-Profit Grant Award	250.45.3000.419.70601	20,000.00
Fund: 250 - CARES FEDERAL GRANT (CFDA 20.019)					299,120.00
PIONEER PRESS	920572521	09/30/2020	Advertising/Publishing	290.45.3000.419.50025	55.47
Fund: 290 - EDA OPERATING					55.47
COST, PLANNING AND MANAGEMENT INTERNATIONAL	8036	10/20/2020	Professional services Sept 2020	434.42.4200.423.30700	440.00
Fund: 434 - 2014 IMPROVEMENT FUND					440.00
DAKOTA CTY FINANCIAL SVCS	00039182	11/03/2020	Fiber-Rock Island Swing Bridge	437.44.5900.737.30700	11,771.25
WSB & ASSOCIATES, INC.	R-013050-000-24	11/03/2020	HVP Phase 2 Development	437.44.5900.737.30700	376.00
WSB & ASSOCIATES, INC.	R-016668-000-2	11/03/2020	2020 HVP Phase 3 Improvements	437.44.5900.737.30700	4,435.00
Fund: 437 - 2017 IMPROVEMENT FUND					16,582.25
EMMONS & OLIVIER RESOURCES	00095-0068-3	11/03/2020	Drainage Improvement Design	439.73.5900.739.30700	4,702.20
INSIGHT REALTY ADVISORS, Inc.	MN01-2020-308	11/03/2020	Schaaf property appaiisal report	439.73.5900.739.30700	5,000.00
Fund: 439 - 2019 IMPROVEMENT FUND					9,702.20
BARR ENGINEERING COMPANY	23191446.00-1	11/03/2020	Old Village Drainage Study	440.74.5900.740.30300	567.75
BARR ENGINEERING COMPANY	23191446.00-1	11/03/2020	Old Village Drainage Study	440.74.5900.740.30300	567.75
BOLTON & MENK, INC.	0257320	11/03/2020	Dawn Way Improvement	440.74.5900.740.30300	49,641.50
BOLTON & MENK, INC.	0257320	11/03/2020	Dawn Way Improvement	440.74.5900.740.30300	49,641.50
KIMLEY-HORN & ASSOCIATES, INC.	17071412	10/20/2020	62nd Street area improvement	440.74.5900.740.30300	13,032.67
PIONEER PRESS	920572521	09/30/2020	Advertising/Publishing	440.74.5900.740.50025	472.32
Fund: 440 - PAVEMENT MANAGEMENT PROJ					113,923.49
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12010	11/03/2020	Solar Gardens August 2020	441.74.5900.741.40020	1,021.57
Fund: 441 - STORM WATER MANAGEMENT					1,021.57
WESTWOOD PROFESSIONAL SERVICES, INC.	1200701105	11/03/2020	Conceptual Utility Design	446.74.5900.746.30300	43.75
WSB & ASSOCIATES, INC.	0-001702-270-18	10/20/2020	65th Street improvements TH3 to Babcoc	446.74.5900.746.30300	1,523.00
Fund: 446 - NW AREA					1,566.75
DAKOTA CTY FINANCIAL SVCS	00039187	11/03/2020	Fiber - City Hall to Water tmt	451.45.3000.419.60065	3,855.00
Fund: 451 - HOST COMMUNITY FUND					3,855.00
KIMLEY-HORN & ASSOCIATES, INC.	17488372	11/03/2020	Construction Documents	470.44.5900.770.30300	1,004.35
Fund: 470 - 2020 IMPROVEMENT FUND					1,004.35
B & B SHEETMETAL AND ROOFING, INC.	58169	11/03/2020	Contract	501.50.7100.512.40040	3,065.00
CORE & MAIN LP	N062540	11/03/2020	OMNI Register - Meters	501.50.7100.512.40043	628.95
CORE & MAIN LP	N195663	11/03/2020	RITE HITE ADPT SLIDE	501.50.7100.512.40042	708.28
FERGUSON WATERWORKS	0459925	11/03/2020	Locator Repair	501.50.7100.512.40042	353.48
FIRST SUPPLY LLC	3041146-00	11/03/2020	Parts	501.50.7100.512.60016	287.74
FIRST SUPPLY LLC	3041155-00	11/03/2020	Pipe brush	501.50.7100.512.60016	6.97
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12010	11/03/2020	Solar Gardens August 2020	501.50.7100.512.40020	27,143.13
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12010	11/03/2020	Solar Gardens August 2020	501.50.7100.512.40020	9,729.31
HACH COMPANY	12162705	11/03/2020	Chlorine	501.50.7100.512.60019	753.90
HACH COMPANY	12164529	11/03/2020	Fluoride	501.50.7100.512.60019	206.75
HAWKINS, INC.	4814418	11/03/2020	Chlorine & Chlorine Cylinder	501.50.7100.512.60019	737.00
HAWKINS, INC.	4815204	11/03/2020	Aqua Hawk & Hydrofluosilicic Acid	501.50.7100.512.60019	4,283.20
MADISON NATIONAL LIFE INSURANCE COMPANY	1415261	11/03/2020	November 2020	501.50.7100.512.20630	(38.92)
MID CITY SERVICES, INC.	144025	11/03/2020	Dust mats	501.50.7100.512.40040	55.20
MID CITY SERVICES, INC.	144026	11/03/2020	Dust Mat	501.50.7100.512.40040	71.00
MN LIFE INSURANCE CO	November2020	11/03/2020	Policy #0027324	501.50.7100.512.20620	6.74
SHORT ELLIOTT HENDRICKSON, INC.	394638	11/03/2020	Babcock Tr warranty inspections	501.50.7100.512.30300	839.84
STANTEC CONSULTING SERVICES INC.	1709650	11/03/2020	IGH AWIA Planning	501.50.7100.512.30300	4,029.00
TYLER TECHNOLOGIES, INC	025-309747	11/03/2020	Transaction fees 7/1 - 9/30/2020	501.50.7100.512.70440	1,496.88
WATER CONSERVATION SERVICES INC	10746	11/03/2020	80th & Clayton leak locate	501.50.7100.512.40046	307.40
Fund: 501 - WATER UTILITY FUND					54,670.85
ELECTRIC PUMP INC	0069409-IN	11/03/2020	Parts	502.51.7200.514.40042	532.35
ELECTRIC PUMP INC	0069536-IN	11/03/2020	Parts & Supplies	502.51.7200.514.40043	5,958.43
ELECTRIC PUMP INC	0069537-IN	11/03/2020	Service call, trip charge & mileage	502.51.7200.514.40043	741.83
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12010	11/03/2020	Solar Gardens August 2020	502.51.7200.514.40020	660.79
MADISON NATIONAL LIFE INSURANCE COMPANY	1415261	11/03/2020	November 2020	502.51.7200.514.20630	(16.68)
MN GLOVE & SAFETY, INC.	324957	11/03/2020	Clothing / Uniforms	502.51.7200.514.60045	166.97
MN GLOVE & SAFETY, INC.	324958	11/03/2020	Clothing / Uniforms	502.51.7200.514.60045	199.99
MN GLOVE & SAFETY, INC.	324959	11/03/2020	Clothing / Uniforms	502.51.7200.514.60045	41.99
MN LIFE INSURANCE CO	November2020	11/03/2020	Policy #0027324	502.51.7200.514.20620	2.89
TYLER TECHNOLOGIES, INC	025-309747	11/03/2020	Transaction fees 7/1 - 9/30/2020	502.51.7200.514.70440	1,496.87
Fund: 502 - SEWER UTILITY FUND					9,785.43
BREAKTHRU BEVERAGE MINNESOTA	1091179597	11/03/2020	Beer	503.52.8300.524.76150	285.20
DRAFT TECHNOLOGIES	10192003	11/03/2020	Beer	503.52.8300.524.40042	55.00
EASY PICKER GOLF PRODUCTS INC	0150578-IN	11/03/2020	Disc set assembly	503.52.8100.522.40042	629.78

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EASY PICKER GOLF PRODUCTS INC	0150917-IN	11/03/2020	Golf porduct	503.52.8100.522.60015	9,867.82
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12010	11/03/2020	Solar Gardens August 2020	503.52.8600.527.40020	114.85
MANSFIELD OIL COMPANY	21987415	11/03/2020	Fuel	503.52.8600.527.60021	1,433.03
MANSFIELD OIL COMPANY	21987439	11/03/2020	Fuel	503.52.8600.527.60021	1,787.18
MTI DISTRIBUTING CO	1266166-00	11/03/2020	Credit	503.52.8600.527.60008	(104.61)
MTI DISTRIBUTING CO	1266203-00	11/03/2020	Parts	503.52.8600.527.60008	704.41
MTI DISTRIBUTING CO	1263746-01	11/03/2020	Parts	503.52.8600.527.40042	116.39
MTI DISTRIBUTING CO	1266166-01	11/03/2020	Parts	503.52.8600.527.60008	275.74
MTI DISTRIBUTING CO	1266581-00	11/03/2020	Parts	503.52.8600.527.40042	31.34
MTI DISTRIBUTING CO	1278166-00	11/03/2020	Parts	503.52.8100.522.60015	4,168.13
MTI DISTRIBUTING CO	1280860-00	11/03/2020	Parts	503.52.8600.527.40042	97.63
MTI DISTRIBUTING CO	1281466-00	11/03/2020	Credit	503.52.8600.527.60008	(261.81)
MTI DISTRIBUTING CO	1279847-01	11/03/2020	Parts	503.52.8600.527.40042	36.27
MTI DISTRIBUTING CO	1280860-01	11/03/2020	Clutch removal tool	503.52.8600.527.40040	92.94
MTI DISTRIBUTING CO	1281070-00	11/03/2020	Parts	503.52.8600.527.40042	369.62
MTI DISTRIBUTING CO	1281635-00	11/03/2020	Parts	503.52.8600.527.40042	646.27
NATURE CALLS, INC.	26871	11/03/2020	Portable rest rooms	503.52.8600.527.40050	248.53
SOUTH BAY DESIGN	100120	11/03/2020	Domain registartion & Hosting charges	503.52.8500.526.50035	330.00
US FOODSERVICE	4059910	11/03/2020	Food	503.52.8300.524.60065	94.39
US FOODSERVICE	4059910	11/03/2020	Food	503.52.8300.524.76050	531.68
US FOODSERVICE	4059910	11/03/2020	Food	503.52.8300.524.76100	171.75
US FOODSERVICE	4161953	11/03/2020	Golf course supplies	503.52.8300.524.60065	88.08
WILSON SPORTING GOODS	4532168914	11/03/2020	Golf balls	503.52.8100.522.60060	4,334.40
Fund: 503 - INVER WOOD GOLF COURSE					26,144.01
HEPPNER'S AUTO BODY	46713	11/03/2020	Parts	602.00.2100.415.40048	1,482.15
LEAGUE OF MN CITIES INS TRUST	6182	11/03/2020	Claim# 000000106552	602.00.2100.415.70200	4,493.22
Fund: 602 - RISK MANAGEMENT					5,975.37
EMERGENCY AUTOMOTIVE TECHNOLOGIES	NH100920-30	11/03/2020	Lighthead replacement	603.00.5300.444.40041	300.30
FERRELLGAS	1113151677	11/03/2020	Repair & Maintenance	603.00.5300.444.40041	16.80
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12010	11/03/2020	Solar Gardens August 2020	603.00.5300.444.40020	2,775.97
INVER GROVE FORD	5291959	11/03/2020	Parts	603.00.5300.444.40041	61.36
L.T.G. POWER EQUIPMENT	253103	11/03/2020	Clutch	603.00.5300.444.40041	450.27
LITESYS INC	16503	11/03/2020	Refurbished LED modules	603.00.5300.444.40041	286.55
LITESYS INC	16507	11/03/2020	Refurbished LED modules	603.00.5300.444.40041	286.55
METRO JANITORIAL SUPPLY INC	11015460	11/03/2020	Supplies	603.00.5300.444.60012	282.93
NESCO, LLC.	C001852	11/03/2020	Filter & Oil	603.00.5300.444.40041	241.80
NORTH AMERICAN TRAILER SALES	030004166030	11/03/2020	Reman air dryer	603.00.5300.444.40041	287.89
NORTH AMERICAN TRAILER SALES	030004166042	11/03/2020	Battery	603.00.5300.444.40041	418.98
NUSS TRUCK AND EQUIPMENT	CM4640362P	11/03/2020	Credit	603.00.5300.444.40041	(111.18)
NUSS TRUCK AND EQUIPMENT	4024798	11/03/2020	General repairs	603.00.5300.444.40041	395.64
O' REILLY AUTO PARTS	1767-107056	11/03/2020	Air Filter	603.00.5300.444.40041	7.92
O' REILLY AUTO PARTS	1767-107477	11/03/2020	Filters	603.140.1450050	58.94
O' REILLY AUTO PARTS	1767-107482	11/03/2020	Cabin Filters	603.00.5300.444.40041	60.34
O' REILLY AUTO PARTS	1767-107511	11/03/2020	Seat Covers	603.00.5300.444.40041	49.99
O' REILLY AUTO PARTS	1767-107676	11/03/2020	Nitrile GLV	603.00.5300.444.60012	75.96
O' REILLY AUTO PARTS	1767-108784	11/03/2020	Absorbent	603.00.5300.444.60012	19.47
POMP'S TIRE SERVICE, INC.	980073650	11/03/2020	Tire Services	603.140.1450050	1,080.00
PUMP AND METER SERVICE INC	502886	11/03/2020	TM Overfill and Spill buckets	603.00.5300.444.40040	672.50
SHAPCO PRINTING	255107	11/03/2020	Work order pads	603.00.5300.444.60016	440.00
SOUTH EAST TOWING, Inc.	219183	11/03/2020	Tow services	603.00.5300.444.40041	300.00
TARPS INC	2442	11/03/2020	Repairs	603.00.5300.444.40041	229.00
TOTAL CONSTRUCTION & EQUIP.	18850	11/03/2020	Garage Fuel Level Sensor	603.00.5300.444.40041	1,581.62
TOTAL CONSTRUCTION & EQUIP.	19634	11/03/2020	Parts & Labor	603.00.5300.444.40040	958.56
TOTAL CONSTRUCTION & EQUIP.	19905	11/03/2020	Parts & Labor	603.00.5300.444.40040	451.84
TOTAL CONSTRUCTION & EQUIP.	19787	11/03/2020	Parts & Labor	603.00.5300.444.40040	385.06
TOTAL TOOL SUPPLY, INC	01768331-1	11/03/2020	Dust Mask	603.00.5300.444.60012	60.00
UNIFIRST CORPORATION	0900584768	11/03/2020	Clothing/Uniforms	603.00.5300.444.40065	148.67
UNIFIRST CORPORATION	0900584768	11/03/2020	Clothing/Uniforms	603.00.5300.444.60045	35.55
WORLD FUEL SERVICES	196028321518-41801	11/03/2020	Fuel	603.140.1450050	675.86
Fund: 603 - CENTRAL EQUIPMENT					12,985.14
INNOVATIVE LABORATORY SYSTEMS INC	SUM-057126	11/03/2020	Sept 2020	604.00.2200.416.60005	261.81
INNOVATIVE LABORATORY SYSTEMS INC	SUM-057126	11/03/2020	Sept 2020	604.00.2200.416.60010	3,707.64
Fund: 604 - CENTRAL STORES					3,969.45
HUEBSCH SERVICES	20039049	11/03/2020	Brushes	605.00.7500.460.40065	160.42
MADISON NATIONAL LIFE INSURANCE COMPANY	1415261	11/03/2020	November 2020	605.00.7500.460.20630	(87.78)
MCKINSTRY ESSENTION LLC	20044000	11/03/2020	Progress Billing	605.00.7500.460.30700	4,037.50
TOTAL CONSTRUCTION & EQUIP.	19287	11/03/2020	Disconnect power in PD locker	605.00.7500.460.40040	1,419.07
TOTAL CONSTRUCTION & EQUIP.	20083	11/03/2020	City Hall front entry lighting & GFIs	605.00.7500.460.40040	2,070.24
Fund: 605 - CITY FACILITIES					7,599.45
PRO-TECH DESIGN INC.	98107	11/03/2020	Camera & accessories	606.00.1400.413.80610	869.29
Fund: 606 - TECHNOLOGY FUND					869.29
ANCHOR BUILDINGS LLC	10/22/2020	11/03/2020	Escrow Release	702.229.2286703	1,388.11
KENNEDY & GRAVEN	149573	11/03/2020	Scenic Hills Unpaid 2019 Legal Bill	702.229.2292103	1,370.00
KENNEDY & GRAVEN	NV125-00060	11/03/2020	Scenic hills conduit debut	702.229.2292103	612.50
LINDELL, SCOTT & CLAUDIA	10/19/2020	11/03/2020	Escrow Reduction	702.229.2287103	9,000.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DEPT OF COMMERCE	10/29/2020	11/03/2020	C. Hall Company check# 217322	702.229.2286000	458.24
MN DEPT OF COMMERCE	10/29/2020	11/03/2020	The Rottlund Company check# 217497	702.229.2301900	29,339.78
PIONEER PRESS	920572521	09/30/2020	Advertising/Publishing	702.229.2285603	33.54
PIONEER PRESS	920572521	09/30/2020	Advertising/Publishing	702.229.2290903	34.40
SHORT ELLIOTT HENDRICKSON, INC.	394639	10/20/2020	TMO 2020 Anchor @ 50th Street WT	702.229.2291203	1,477.41
TOTAL CONSTRUCTION & EQUIP.	19664	11/03/2020	Repair Wall Damage	702.229.2291000	3,134.00
Fund: 702 - ESCROW FUND					46,847.98
Grand Total					828,302.88

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: November 9, 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

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of two (2) 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:

PHUONG KIM GNUYEN: 2550 49TH STREET
BAKHTIYOR IBOGIMOV: 4838 BARBARA AVENUE

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 applications.

RECOMMENDATIONS

Community Development staff recommends approval of the licenses listed above.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: November 9, 2020
 Item Type: Consent Agenda
 Contact &
 Reviewed by: Janet Shefchik, HR Manager
 Prepared by: Cora Bauer, HR Coordinator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

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

Full-Time Employment:

Ashley Leschyshyn, Patrol Officer
 Jackson McLaughlin, Patrol Officer

Temp/Seasonal Employment:

Anais Torres, Skating Instructor
 Connor Hassing, Pool Attendant
 Connor Mangan, Pool Attendant
 Hannah Walseth, Lifeguard
 Kaitlyn Pintz, Pool Attendant
 Katherine Walseth, Lifeguard
 Nathan Stone, Paid On-Call Firefighter

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Posting of Accounts Payable Accounting Technician

Meeting Date: November 9, 2020
 Item Type: Consent Agenda
 Contact: Amy Hove, 651-450-2521
 Prepared by: Amy Hove, Finance Director
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve Posting of Accounts Payable Accounting Technician

SUMMARY

In January 2020, the existing Accounts Payable Accounting Technician accepted a promotional opportunity within Human Resources. At the time, the City had an individual interning within the Finance Department that was interested in the position on a temporary basis. As the position was part-time at 25 hours/week, it allowed that individual to continue with their accounting studies.

After identifying areas within the accounts payable processes where improvements were needed, the recommendation was to add an additional 15 hours/week to the position to convert to full time hours. In March 2020, Council approved the carryover of unspent 2019 funds to increase the Technician hours to full time through December 31, 2020. Since that time, there have been significant improvements to the customer service provided to internal and external customers. The 2021 Finance Department budget includes an additional \$29,700 to permanently make this a full-time position. This will allow the improved customer service to continue as well as give the department an opportunity to improve accounts payable processes.

As the year wraps up, it is crucial to provide some resolution and clarity to this situation. Our current agreement with the person fulfilling these duties is set to expire at the end of the year. Year-end is a busy time, especially within the accounts payable world and we put ourselves at a distinct disadvantage if we undergo another January transition with this position.

Staff recommendation is to begin the hiring process for a full-time Accounts Payable Accounting Technician. The position will first be posted internally and if we do not receive any qualified candidates, we will move to an external posting. We plan to expedite this process to have a permanent hire in place by early December.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Appointment of Auditors for the Years Ending December 31, 2020 and 2021

Meeting Date: November 9, 2020
 Item Type: Consent
 Contact: Amy Hove 651-450-2521
 Prepared by: Amy Hove, Finance Director
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Consider the appointment of Abdo, Eick & Meyers, LLP as auditors for the City of Inver Grove Heights for the years ending December 31, 2020 and 2021.

SUMMARY

In 2013, an RFP was issued for professional audit services for the three years ending December 31, 2013, 2014, and 2015 with the option to continue for an additional two years. In August 2016 Council approved continuing with Abdo, Eick & Meyers, LLP for two years as recommended. Another two-year extension was approved in September 2018, covering the years ending 2018 and 2019 at an annual cost of \$43,000.

Staff has been pleased with the work of Abdo, Eick & Meyers, LLP and wishes to continue to use their services. Given our current remote working arrangements, it seems especially prudent to continue with a known entity and process. The scope of the services to be provided is the same as it has been and is included in the attached agreement. We expect to complete interim work during the months of January and February 2021 with either in-person or virtual fieldwork scheduled for late March 2021. We would anticipate having the Comprehensive Annual Financial Report completed and ready to present to the City Council in May or June 2021. The standard audit fee will not exceed \$44,290 for 2020 and \$45,400 for 2021. Because the City received more than \$750,000 in CARES dollars, we will need to have a Single Audit conducted for 2020 at an estimated cost of \$4,000.

I recommend that Abdo, Eick & Meyers, LLP be appointed as the City's auditors for the years ending December 31, 2020 and 2021 and that execution of the attached agreement for auditing services be authorized. Staff will look to issue an RFP for professional audit services for the year ending December 31, 2022.



November 2, 2020

Management, Honorable Mayor, and City Council
City of Inver Grove Heights
Inver Grove Heights, Minnesota

We appreciate the opportunity to work with you and the staff at the City of Inver Grove Heights (the City) over the past years to conduct your annual financial audits. This has been a successful working relationship because we have spent a great deal of time understanding how your City operates, and you getting to know how we conduct our audits. As a result, we have been able to achieve a process that is mutually beneficial to both parties through good working relationships, resulting in efficiencies in the process.

We also understand that because of the very challenging economic conditions, cities are expected to do more with less. Our firm understands your specific challenges and situation. We considered this situation by keeping the fee consistent for both 2020 and 2021 and limiting the overall increase to less than 3% annually. This will allow us to continue a relationship that through the past years has been shaped and polished to provide both parties with outstanding results.

Our fee for these services will be as follows:

<u>Service</u>	<u>2020</u>	<u>2021</u>
Audit - Standard	\$ 44,290	\$ 45,400
Single Audit (per major federal program)	<u>4,000</u>	<u>-0-</u>
	<u>\$ 48,290</u>	<u>\$ 45,400</u>

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Other factors that may affect the above fees would be if a Single Audit were required. We understand there will be a single audit for the 2020 audit.

We appreciate the opportunity to be of continued service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If you have any questions, please contact me at 952-715-3004.

Very truly yours,

ABDO, EICK & MEYERS, LLP
Certified Public Accountants & Consultants

Brad J Falteysek, CPA
Governmental Services Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Inver Grove Heights.

By: _____

Title: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 7, Final Pay Voucher No. 9, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements

Meeting Date: November 9, 2020

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Steve W. Dodge, Asst. City Engineer *SWD*

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Fire Station No. 2 Project Funds

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 7, Final Pay Voucher No. 9, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements

SUMMARY

The improvements were ordered as part of the 2018 Capital Improvement Program. The contract was awarded in the amount of \$683,979.95 to EJM Pipe Services, Inc. on July 9, 2018.

The contractor has completed the work through October 31, 2020 in accordance with the contract plans and specifications. Final Compensating Change Order No. 7 reconciles the contract quantities and the final actual quantities.

I recommend approval of Final Compensating Change Order No. 7 in the amount of (\$21,578.70) for a revised contract amount of \$858,756.84, Final Pay Voucher No. 9, in the amount of \$30,598.69 (\$30,130.05 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, \$468.64 for work on City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements), Engineer's Report of Acceptance and Resolution Accepting Work for work on the 2018 Capital Improvement Program, City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements.

SWD/mw

Attachments: Final Compensating Change Order No. 7
Final Pay Voucher No. 9
Bid Abstract
Engineer's Report of Acceptance
Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 7
2018 CAPITAL IMPROVEMENT PROGRAM
CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS and
CONDUIT FOR CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 Contractor: EJM Pipe Services, Inc. 14461 Lake Drive Columbus, MN 55025	Date of Issuance: November 9, 2020 Engineer: SRF Consulting Group, Inc.
<u>Purpose of Change Order</u> Final Compensating amount to balance value of work completed and total payment made to the Contractor. Accounts for miscellaneous increases and decreases in contract quantities.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 683,979.95	Original Contract Time:
Previous Change Orders \$ 392,505.59	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order: \$ 880,335.54	Contract Time Prior to this Change Order
Net Decrease of this Change Order: (\$21,578.70)	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$858,756.84	Contract Time with Approved Change Orders
Recommended By: <u>Michael Wright</u> Mike Wright, Engineering Technician	Approved By: <u>Vicki J. Sundgren President</u> EJM Pipe Services, Inc.

Approved By:

Approved By:

Date of Council Action:

 Thomas J. Kaldunski, City Engineer

 George Tourville, Mayor

 November 9, 2020

**CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER**

ESTIMATE NO: 9 (Nine) FINAL
DATE: November 9, 2020
PERIOD ENDING: October 31, 2020
PROJECT NO: 2018-08 – Fire Station No. 2 Sewer and Water Improvements
2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements

TO: EJM Pipe Services, Inc.
14461 Lake Drive
Columbus, MN 55025

Original Contract Amount	\$683,979.95
Total Addition	\$392,505.59
Total Deduction	(\$217,728.70)
Total Contract Amount.....	\$858,756.84
Total Value of Work to Date	\$858,756.84
Less Retained (0%)	\$ 0.00
Less Previous Payment	\$828,158.15
Total Approved for Payment this Voucher.....	\$30,598.69
Total Payments including this Voucher	\$858,756.84

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through October 31, 2020.

Signed by: _____
Thomas J. Kaldunski, City Engineer

November 9, 2020
Date

Signed by: Vicki L. Lundgren
EJM Pipe Services, Inc.

10-27-2020
Date

Signed by: _____
George Tourville, Mayor

November 9, 2020
Date

BID ABSTRACT FOR CITY OF INVER GROVE HEIGHTS 2018 CAPITAL IMPROVEMENT PROGRAM CITY PROJECT NO. 2018-08 FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS CITY PROJECT NO. 2018-11 CONDUIT FOR FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS								
BID DATE: JUNE 15, 2018 - 9:00 a.m.					E J M PIPE SERVICES		PAY ESTIMATE #9 10/31/2020	
Schedule A : STREETS								
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 18,500.00	\$ 18,500.00	1	\$ 18,500.00
2	2101.505	CLEARING	ACRE	0.34	\$ 5,000.00	\$ 1,700.00	0.34	\$ 1,700.00
3	2101.505	GRUBBING	ACRE	0.34	\$ 5,000.00	\$ 1,700.00	0.34	\$ 1,700.00
4	2101.524	CLEARING	TREE	37	\$ 150.00	\$ 5,550.00	37	\$ 5,550.00
5	2101.524	GRUBBING	TREE	37	\$ 150.00	\$ 5,550.00	37	\$ 5,550.00
6	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	839	\$ 3.00	\$ 2,517.00	670	\$ 2,010.00
7	2104.503	REMOVE CURB AND GUTTER	LIN FT	90	\$ 8.00	\$ 720.00	118	\$ 944.00
8	2104.503	SALVAGE PIPE SEWER	LIN FT	45	\$ 12.00	\$ 540.00	45	\$ 540.00
9	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	1883	\$ 3.00	\$ 5,649.00	1883	\$ 5,649.00
10	2104.521	SALVAGE FENCE	LIN FT	90	\$ 10.00	\$ 900.00	90	\$ 900.00
11	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	625	\$ 14.00	\$ 8,750.00	625	\$ 8,750.00
12	2105.602	OBSTRUCTION REMOVAL	EACH	5	\$ 3,000.00	\$ 15,000.00	5	\$ 15,000.00
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	5	\$ 150.00	\$ 750.00	5	\$ 750.00
14	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00
15	2211.501	AGGREGATE BASE CLASS 5	TON	881	\$ 16.00	\$ 14,096.00	363	\$ 5,808.00
16	2360.501	TYPE WEARING COURSE MIXTURE (3,B)	TON	208	\$ 71.50	\$ 14,872.00	208	\$ 14,872.00
17	2360.501	TYPE NON-WEAR COURSE MIXTURE (3,B)	TON	213	\$ 71.50	\$ 15,229.50	275	\$ 19,662.50
18	2476.601	WASTE COLLECTION AND DISPOSAL ALLOWANCE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00
19	2501.571	INSTALL PIPE SEWER	LIN FT	45	\$ 20.00	\$ 900.00	45	\$ 900.00
20	2531.503	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	90	\$ 45.00	\$ 4,050.00	118	\$ 5,310.00
21	2533.503	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	1360	\$ 16.00	\$ 21,760.00		\$ -
22	2557.603	INSTALL FENCE	LIN FT	90	\$ 25.00	\$ 2,250.00	90	\$ 2,250.00
23	2557.603	CONSTRUCTION FENCE	LIN FT	720	\$ 2.50	\$ 1,800.00	545	\$ 1,362.50
24	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 8,450.00	\$ 8,450.00	1	\$ 8,450.00
25	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	2	\$ 750.00	\$ 1,500.00		\$ -
26	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
27	2573.502	SILT FENCE, TYPE MS	LIN FT	1851	\$ 2.00	\$ 3,702.00	1131	\$ 2,262.00
28	2573.53	INLET PROTECTION	EACH	9	\$ 200.00	\$ 1,800.00	3	\$ 600.00
29	2573.533	BIOROLL	LIN FT	304	\$ 3.25	\$ 988.00	280	\$ 910.00
30	2573.901	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00		\$ -
31	2574.508	FERTILIZER TYPE 3	POUND	43	\$ 1.00	\$ 43.00		\$ -
32	2575.504	SODDING TYPE SALT TOLERANT	SQ YD	202	\$ 16.00	\$ 3,232.00		\$ -
33	2575.504	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	3485	\$ 1.50	\$ 5,227.50	685	\$ 1,027.50
34	2575.505	SEEDING	ACRE	0.72	\$ 5,200.00	\$ 3,744.00	0.72	\$ 3,744.00
35	2575.508	SEED MIXTURE 25-131	POUND	39	\$ 3.25	\$ 126.75	46	\$ 149.50
36	2575.508	SEED MIXTURE 35-241	POUND	20	\$ 15.50	\$ 310.00		\$ -
37	2575.571	RAPID STABILIZATION METHOD 3	ACRE	0.548	\$ 2,400.00	\$ 1,315.20	0.56	\$ 1,344.00
38	2582.502	4" SOLID LINE WHITE (PAINT)	LIN FT	1180	\$ 2.00	\$ 2,360.00	1180	\$ 2,360.00
39	2231.507	BITUMINOUS PATCHING MIXTURE	CU YD	10	\$ 290.00	\$ 2,900.00		\$ -
SCHEDULE A SUBTOTAL:						\$ 199,481.95		\$ 147,055.00
Schedule B : SANITARY								
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date
40	2021.501	MOBILIZATION	LUMP SUM	1	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00
41	2451.609	GRANULAR FOUNDATION	TON	70	\$ 27.00	\$ 1,890.00	70	\$ 1,890.00
42	2451.609	GRANULAR BACKFILL	CU YD	90	\$ 14.00	\$ 1,260.00	90	\$ 1,260.00
43	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
44	2503.602	BORING PIT (SANITARY)	EACH	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00
45	2503.603	8" DIP CL 52 (CERAMIC LINED)	LIN FT	27	\$ 50.00	\$ 1,350.00	26	\$ 1,300.00
46	2503.603	8" PVC SEWER, SDR 26 (10'-15' DEEP)	LIN FT	629	\$ 28.00	\$ 17,612.00	629	\$ 17,612.00
47	2503.603	8" PVC SEWER, SDR 26 (15'-20' DEEP)	LIN FT	351	\$ 28.00	\$ 9,828.00	351	\$ 9,828.00
48	2503.603	8" PVC SEWER, SDR 26 (20'-25' DEEP)	LIN FT	161	\$ 28.00	\$ 4,508.00	162	\$ 4,536.00
49	2503.603	30" STEEL CASING PIPE (JACKED)	LIN FT	210	\$ 475.00	\$ 99,750.00	123	\$ 58,425.00
50	2503.603	8" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	210	\$ 55.00	\$ 11,550.00		\$ -
51	2506.502	48" DIA. SANITARY MANHOLE	LIN FT	108	\$ 208.00	\$ 22,464.00	108	\$ 22,464.00
52	2506.516	CASTING ASSEMBLY (SANITARY)	EACH	7	\$ 650.00	\$ 4,550.00	7	\$ 4,550.00
53	2506.603	CONSTRUCT 8" OUTSIDE DROP	LIN FT	12	\$ 390.00	\$ 4,680.00	12	\$ 4,680.00
54	2550.602	MARKING POST	EACH	10	\$ 145.00	\$ 1,450.00	10	\$ 1,450.00
55	2506.602	EXTERNAL CHIMNEY SEAL	EACH	7	\$ 200.00	\$ 1,400.00	8	\$ 1,600.00
SCHEDULE B SUBTOTAL:						\$ 207,792.00		\$ 155,095.00
Schedule C : WATERMAIN								
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date
56	2021.501	MOBILIZATION	LUMP SUM	1	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00
57	2451.609	GRANULAR FOUNDATION	TON	70	\$ 27.00	\$ 1,890.00	70	\$ 1,890.00
58	2451.609	GRANULAR BACKFILL	CU YD	90	\$ 14.00	\$ 1,260.00	90	\$ 1,260.00
59	2503.602	BORING PIT (WATERMAIN)	EACH	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00
60	2503.608	DUCTILE IRON FITTINGS	POUND	4480	\$ 4.75	\$ 21,280.00	2895	\$ 13,751.25
61	2504.502	48" AIR RELIEF MANHOLE	LIN FT	8	\$ 675.00	\$ 5,400.00		\$ -
62	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	\$ 2,150.00	\$ 2,150.00	1	\$ 2,150.00
63	2504.602	HYDRANT	EACH	3	\$ 3,750.00	\$ 11,250.00	3	\$ 11,250.00
64	2504.602	1.5" CORPORATION STOP	EACH	1	\$ 800.00	\$ 800.00		\$ -
65	2504.602	6" GATE VALVE & BOX	EACH	3	\$ 1,150.00	\$ 3,450.00	3	\$ 3,450.00
66	2504.602	10" GATE VALVE & BOX	EACH	1	\$ 2,100.00	\$ 2,100.00	1	\$ 2,100.00
67	2504.602	12" GATE VALVE & BOX	EACH	2	\$ 2,600.00	\$ 5,200.00	2	\$ 5,200.00
68	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	30	\$ 58.00	\$ 1,740.00	39	\$ 2,262.00
69	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	96	\$ 50.00	\$ 4,800.00	96	\$ 4,800.00
70	2504.603	10" WATERMAIN DUCTILE IRON CL 52	LIN FT	508	\$ 43.00	\$ 21,844.00	508	\$ 21,844.00
71	2504.603	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	830	\$ 50.00	\$ 41,500.00	809	\$ 40,450.00

BID DATE: JUNE 15, 2018 - 9:00 a.m.					E J M PIPE SERVICES		PAY ESTIMATE #9 10/31/2020	
72	2504.603	12" DIP WATERMAIN (THROUGH CASING)	LIN FT	200	\$ 59.00	\$ 11,800.00	240	\$ 14,160.00
73	2504.603	30" STEEL CASING PIPE (JACKED)	LIN FT	200	\$ 475.00	\$ 95,000.00		\$ -
74	2506.516	CASTING ASSEMBLY (WATER)	EACH	1	\$ 650.00	\$ 650.00		\$ -
SCHEDULE C SUBTOTAL:					\$ 252,114.00			\$ 144,567.25
Schedule D : CONDUIT FOR FIBER OPTIC								
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date
75	2021.501	MOBILIZATION	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00
76	2545.503	INSTALL 1.5" NON-METALLIC CONDUIT	LIN FT	612	\$ 8.00	\$ 4,896.00	612	\$ 4,896.00
77	2545.503	INSTALL 4" NON-METALLIC CONDUIT (DIRECTIONAL BOR	LIN FT	200	\$ 50.00	\$ 10,000.00	200	\$ 10,000.00
78	2545.603	INSTALL 1.5" NON-METALLIC CONDUIT (SPECIAL 1)	LIN FT	400	\$ 4.00	\$ 1,600.00	200	\$ 800.00
79	2545.603	INSTALL 1.5" NON-METALLIC CONDUIT (SPECIAL 2)	LIN FT	1016	\$ 6.00	\$ 6,096.00	956	\$ 5,736.00
SCHEDULE D SUBTOTAL:					\$ 24,592.00			\$ 23,432.00
CP NO. 2018-08 FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS TOTAL (SCHEDULES A-C):					\$ 659,387.95			\$ 446,717.25
CP NO. 2018-11 CONDUIT FOR FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS TOTAL (SCHEDULE D):					\$ 24,592.00			\$ 23,432.00
CP NO. 2018-08 AND CP2018-11 TOTAL (SCHEDULES A-D):					\$ 683,979.95			\$ 470,149.25

COST SUMMARY

CONTRACT: CP 2018-08, 2018-11
OWNER: CITY OF INVER GROVE HEIGHTS
PROJECT: FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS
FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS

SCHEDULE	DESCRIPTION
A	CP 2018-08 STREETS
B	CP 2018-08 SANITARY
C	CP 2018-08 WATERMAIN
D	CP 2018-11 CONDUIT FOR FIBER OPTIC

	TOTAL ESTIMATED COST	TOTAL CONTRACT COST TO DATE
	\$ 199,481.95	\$ 147,055.00
	\$ 207,792.00	\$ 155,095.00
	\$ 252,114.00	\$ 144,567.25
	\$ 24,592.00	\$ 23,432.00
TOTAL BASE COST	\$ 683,979.95	\$ 470,149.25
CP 2018-08 CHANGE ORDER #1 (SCHEDULE A-C)	\$ 2,564.00	\$ 2,564.00
CP 2018-11 CHANGE ORDER #1(SCHEDULE D)	\$ 1,334.00	\$ 1,334.00
CP 2018-08 CHANGE ORDER #3 (SCHEDULE A-C)	\$ 345,826.39	\$ 345,826.39
CP 2018-08 CHANGE ORDER #4 (SCHEDULE A-C) DEDUCTION	\$ (196,150.00)	
CP 2018-08 CHANGE ORDER #6 (SCHEDULE A-C)	\$ 42,781.20	\$ 42,781.20
CP 2018-08 CHANGE ORDER #7 (SCHEDULE A-C) DEDUCTION	\$ (21,578.70)	
TOTAL CONTRACT AMOUNT	\$ 858,756.84	\$ 858,756.84
CONTRACT WORK COMPLETED TO DATE		\$ 858,756.84
RETAINAGE 0%		
PREVIOUS PAYMENTS		\$ 828,158.15
AMOUNT DUE THIS FINAL PAYMENT #9		\$ 30,598.69

CURRENT CONSTRUCTION COST BREAKDOWN TO DATE								
DATE OF COUNCIL ACTION 11/9/2020								
CITY PROJECT NO.	ORIGINAL CONTRACT AMOUNT	TOTAL CHANGE ORDERS	CONTRACT WORK COMPLETED TO	RETAINAGE	CURRENT PAYMENT	PAID TO DATE	CURRENT CONTRACT AMOUNT	
2018-08	\$ 659,387.95	\$ 175,936.89	\$ 835,324.84	\$ -	\$ 30,130.05	\$ 805,194.79	\$	\$ 835,324.84
2018-11	\$ 24,592.00	\$ (1,160.00)	\$ 23,432.00	\$ -	\$ 468.64	\$ 22,963.36	\$	\$ 23,432.00
Total	\$ 683,979.95	\$ 174,776.89	\$ 858,756.84	\$ -	\$ 30,598.69	\$ 828,158.15	\$	\$ 858,756.84

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS and
CONDUIT FOR CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS

November 9, 2020

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with EJM Pipe Services, Inc. for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and Conduit for Fire Station No. 2 Fiber Optic Improvements.

The contractor has completed the project in accordance with the contract.

It is recommended, herewith, that final payment be made for said improvements to the contractor in the amount as follows:

Original Contract Amount	\$683,979.95
Total Addition (Change Order Nos. 1,2,3 and 6)	\$392,505.59
Total Deduction (Change Order Nos. 4 and 7)	(\$217,728.70)
Total Contract Amount	\$858,756.84
Total Value of Work to Date	\$858,756.84
Less Previous Payment	\$828,158.15
Total Approved for Payment this Voucher	\$30,598.69
Total Payments including this Voucher	\$858,756.84

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/mw

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

**RESOLUTION ACCEPTING WORK OF EJM PIPE SERVICES, INC., AND AUTHORIZING FINAL PAYMENT IN
THE AMOUNT OF \$30,598.69**

**CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS and
CONDUIT FOR CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated July 9, 2018, EJM Pipe Services, Inc. satisfactorily completed improvements and appurtenances for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 9th day of November 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 2 for City Project No. 2019-18 – Public Works Maintenance and Cold Storage Buildings Roof Replacement

Meeting Date: November 9, 2020
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 2 for City Project No. 2019-18 – Public Works Maintenance and Cold Storage Buildings Roof Replacement.

SUMMARY

The contract was awarded in the amount of \$289,700 to Jackson & Associates, LLC on March 23, 2020 for City Project No. 2019-18.

The contractor has completed the work through June 15, 2020 in accordance with the contract plans and specifications. A letter of recommendation for payment and acceptance (attached) has been provided by Stantec Architecture, Inc., the design consultant for the project.

I recommend approval of Pay Voucher No. 2 in the amount of \$60,496.00 for City Project No. 2019-18.

SDT/kf

Attachments: Letter from Stantec Architecture, Inc.
 Pay Voucher No. 2



Transmittal

Stantec Architecture Inc.
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309
Phone: (612) 712-2000

To:	Barry Underdahl	From:	Bruce Paulson
Company:	City of Inver Grove Heights	☐	For Your Information
Address:	8150 Barbara Avenue	☒	For Your Approval
	Inver Grove Heights, MN 55077	☒	For Your Review
Phone:	(651) 450-2570	☐	As Requested
Date:	June 19, 2020		
File:	193804854		
Delivery:	Email		

Reference: Inver Grove Heights Public Works Maintenance and Cold Storage Buildings Roof Replacement Application and Certificate for Payment No. 2

Attachment:

Copies	Doc Date	Pages	Description
1	6/11/2020	4	Application and Certificate for Payment No. 2

Hi Barry,

Please have the attached copy signed and then it can be scanned and emailed to Mike Rude at mike@jagroofing.com and to me. Please let me know if you need paper copies and I will get them to you. Thank you.

Respectfully yours,

Stantec Architecture Inc.

Bruce P. Paulson, AIA
Senior Project Manager

Phone: (612) 712-2108
Cell: (651) 492-9089
Bruce.Paulson@stantec.com

c. File

Design with community in mind

\\pp.v\1938\active\193804854\communications\correspondence\underdahl_bpp\payapp2 tm_20200619.docx



Owner:	City of Inver Grove Heights, 8150 Barbara Ave., IGH, MN 55077	Date:	June 19, 2020
For Period:	to 6/15/2020	Request No:	2
Contractor:	Jackson & Associates, 1817 Buerkle Road, White Bear Lake, MN 55110		

CONTRACTOR'S REQUEST FOR PAYMENT

INVER GROVE HEIGHTS PUBLIC WORKS MAINTENANCE AND COLD STORAGE BUILDINGS
ROOF REPLACEMENT PROJECT
STANTEC PROJECT NUMBER: 193804854

SUMMARY

1	Original Contract Amount		\$ 289,700.00
2	Change Order - Addition	\$ 0.00	
3	Change Order - Deduction	\$ 0.00	
4	Revised Contract Amount		\$ 289,700.00
5	Value Completed to Date		\$ 289,700.00
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 289,700.00
8	Less Retainage 5%		\$ 14,485.00
9	Subtotal		\$ 275,215.00
10	Less Amount Paid Previously		\$ 214,719.00
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 2		\$ 60,496.00

Recommended for Approval by:
STANTEC ARCHITECTURE INC.

See attached for signature

Approved by Contractor:
JACKSON & ASSOCIATES

See attached for signature

Approved by Owner:
CITY OF INVER GROVE HEIGHTS

[Signature]

PUBLIC WORKS DIRECTOR

Specified Contract Completion Date:
June 26, 2020

Date: 11/4/20

Subcontractor Application for Payment

To General Contractor: City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Project: IGH Public Works, Cold Storage Application No: 2

From Contractor: Jackson & Associates

Contract For: Roofing

Date: 6/11/2020
Project No: 1330
Purchase Order #: _____
Cost Code: _____
Due Date: 25th of Month

Contractor's Application for Payment

- 1 Original Contract Sum \$289,700.00
- 2 Net Change by change order \$0.00
- 3 Contract Sum to date \$289,700.00
- 4 Total Complete & Stored to date \$289,700.00
- 5 Retainage
 - a. 5% of completed work \$14,485.00
 - b. % of stored materials \$0.00
- 6 Total earned less retainage \$275,215.00
- 7 Previous certificates for payment \$214,719.00
- 8 Current Payment Due \$60,496.00
- 9 Balance to Finish including retainage \$14,485.00

Bruce P. Paulson
Bruce P. Paulson
Stantec
June 19, 2020

Contractor must attach detailed list of work completed for this request period or no payment will be authorized. Contractor certifies that the work covered by this application for payment has been completed in accordance with the contract documents and that current payment is due.

Change Order Summary

Total changes approved in previous months	
Total approved this draw	
Net Changes by Change Order	\$0.00

Contractor:

By/Date:

Patrick Johnson *After Construction*
6-12-2020

SCHEDULE OF VALUES

APPLICATION NO: 2
 APPLICATION DATE: June 11, 2020
 PERIOD TO: June 30, 2020

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE 5%)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
	<i>Public Works Cold Storage</i> Mobilize & Set Up Roofing Materials Roofing Labor Sheet Metal Materials Sheet Metal Labor	\$15,000.00 \$165,000.00 \$76,700.00 \$20,000.00 \$13,000.00	\$15,000.00 \$165,000.00 \$46,020.00	\$30,680.00 \$20,000.00 \$13,000.00		\$15,000.00 \$165,000.00 \$76,700.00 \$20,000.00 \$13,000.00	0.00 0.00 0.00 0.00 0.00	\$750.00 \$8,250.00 \$3,835.00 \$1,000.00 \$650.00
	GRAND TOTALS	\$289,700.00	\$226,020.00	\$63,680.00	\$0.00	\$289,700.00	\$0.00	\$14,485.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2016-13 – Cahill Trunk Drainage Improvements

Meeting Date: November 9, 2020

Item Type: Consent

Contact: Tom J. Kaldunski, City Engineer 651.315.6336

Prepared by: Steve W. Dodge, Assistant City Engineer *SWD*

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution receiving feasibility report and scheduling a public hearing for City Project No. 2016-13 – Cahill Trunk Drainage Improvements

SUMMARY

On August 24, 2020 City Council authorized the preparation of a feasibility report by Kimley-Horn and Associates, Inc. for City Project No. 2016-13 – Cahill Trunk Drainage Improvements as part of 2020 Capital Improvement Plan. The feasibility was authorized to review drainage issues that have been identified with the Cahill watershed and storm sewer capacity issues that caused isolated flooding in the 64th Court cul-de-sac and the southern portion of the Carleda Way project. The feasibility study includes preliminary design scenarios, additional geotechnical and environmental information, outreach to affected property owners and a schedule. The feasibility report is attached.

The feasibility study reviewed several different options for providing storm water runoff relieve to the Carleda Way neighborhood from a large runoff event from the Cahill watershed causing temporary ponding water and potential flood damage. The property owner of 6320 Carleda Way, adjacent to the intersection of 64th Court, has shared with staff that temporary flooding has occurred on the property. The most feasible and cost-effective approach identified in the report is Option C. Option C proposes the construction of a stormwater basin in the two vacant parcels in the southeast corner of Carleda Way and Cahill Avenue. The stormwater basin would receive the overflow water from the Cahill Avenue and Carleda Way intersection via new high capacity catch basins along Carleda Way. Option C provides the greatest reduction in 100-year 64th Court cul-de-sac high-water levels, redirects overflow water currently impacting the cul-de-sac, and focusses impacts on existing low-lying vacant parcels. This will involve further land acquisition negotiations with the affected landowners and the purchase of necessary drainage and ponding easements as identified in the report.

For Option C, the total estimated project cost is \$478,175 for City Project No. 2016-13 – Cahill Trunk Drainage Improvements. Funding will be from the pavement management fund.

Acquisition of permanent and temporary easements is necessary for construction of the improvements. Any necessary agreements will be prepared by the City Attorney and staff will begin preparation for land acquisition services.

Individual meetings or calls were held with affected property owners to inform them of the proposed project and receive feedback. Staff received input which was incorporated into the feasibility study.

I recommend passage of the resolution receiving the feasibility report and scheduling a public hearing for City Project No. 2016-13 – Cahill Trunk Drainage Improvements.

SDT/swd

Attachments: Resolution
Project Area Map
Feasibility Report

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

RESOLUTION NO. _____

**CONSIDER RESOLUTION RECEIVING FEASIBILITY REPORT AND SCHEDULING A PUBLIC HEARING FOR
CITY PROJECT NO. 2016-13 – CAHILL TRUNK DRAINAGE IMPROVEMENTS**

WHEREAS, On August 24, 2020 City Council authorized the preparation of a feasibility report by Kimley-Horn and Associates, Inc. for City Project No. 2016-13 – Cahill Trunk Drainage Improvements; and

WHEREAS, a feasibility report has been prepared by Kimley-Horn & Associates for the Public Works Director with reference to City Project No. 2016-13 – Cahill Trunk Drainage Improvements.

<u>Project No.</u>	<u>Improvements</u>
2016-13	storm sewer system, storm water basin, drainage improvements and appurtenances to 64 th Street Court, Carleda Way and lots south of Carleda Way as identified in the feasibility report (Parcel ID Nos. 20-19500-03-110, 20-19500-03-100, 20-19500-03-090 and 20-19500-03-080).

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

Said report is hereby received by the City Council of the City of Inver Grove Heights on November 9, 2020.

1. The City Council will consider the above-mentioned improvements in accordance with the report at an estimated cost of \$478,175 for City Project No. 2016-13 – Cahill Trunk Drainage Improvements.
2. A public hearing will be held on such improvements at 7:00 p.m. on Monday, December 14th, 2020 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.
3. Preparation for land acquisition services is hereby authorized.
4. The project will be funded by the pavement management fund.

Adopted by the City Council of Inver Grove Heights this 9th day of November 2020

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk





November 9, 2020

Honorable Mayor and Members of the City Council
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Attn: Scott Thureen, P.E.
Director of Public Works

Re: Feasibility Study
Cahill Trunk Drainage Improvements

Honorable Mayor and Members of the City Council:

The enclosed feasibility report has been prepared for the Cahill Trunk Drainage Improvements, City Project 2016-13, as authorized at the August 24, 2020 City Council meeting. This report investigates drainage improvements for the Carleda Way neighborhood area and Cahill trunk storm sewer. The proposed scope of work, estimated costs, financing, and schedule for the improvements are detailed in this report.

Information utilized in the preparation of this report included utility as-builts, information gathered through field reviews, GIS information, topographic survey, property owner coordination meetings, preliminary design, and discussions with City staff. All available information was reviewed and considered to determine the feasibility of the proposed improvements.

We believe that the proposed improvements identified in this report are feasible, that they will benefit the properties in the project area, and that they will benefit the City of Inver Grove Heights.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink that reads "Luke Moren".

Luke Moren, P.E.
Project Manager

Enclosure

Cc: Steve Dodge, Assistant City Engineer
File 160509030



CAHILL TRUNK DRAINAGE IMPROVEMENTS

Feasibility Study

City Project 2016-13

City of Inver Grove Heights, Minnesota

November 2020

Kimley»»Horn

CAHILL TRUNK DRAINAGE IMPROVEMENTS

Feasibility Study

CITY OF INVER GROVE HEIGHTS, MINNESOTA
CITY PROJECT 2016-13



Prepared By:

Kimley»»Horn

Kimley-Horn and Associates, Inc.
2550 University Avenue West
Suite 238N
St. Paul, MN 55114
(651) 643-0400

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

Signature: *Luke Moren*
Luke Moren, P.E.

File: 160509030

Date: November 9, 2020 Lic. No. 54190

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EXECUTIVE SUMMARY

This feasibility study and report has been prepared for the Cahill Trunk Drainage Improvements, City Project 2016-13. The proposed project includes stormwater drainage improvements to the Cahill trunk drainage system and Carleda Way area neighborhood.

The estimated costs for the proposed improvements are detailed below. These costs include a 10% construction cost contingency, previously completed area drainage study, 43% allowance for indirect costs and right-of-way acquisition and property costs.

CP 2016-13 Improvements	Amount
Treatment Basin Improvements	\$ 341,675
Right-of-way Acquisition	\$ 96,750
Preliminary Drainage Study	\$ 39,750
Total Project Cost (CP 2016-13)	\$ 478,175

The improvements are proposed to be financed in full through City Pavement Management Program (PMP) funds. A more detailed financing plan is provided within the body of this report.

If the City Council chooses to accept this report and schedule a public hearing, we recommend that the following project schedule be followed:

City Council Receive Final Feasibility Report	November 9, 2020
Call Public Hearing	
Public Improvement Hearing	December 14, 2020
Council Order Project	
Authorize Preparation of Final Plans and Specs	
Authorize Land Acquisition	
Council Approves Plans and Specs	March 22, 2021
Authorize Advertisement for Bids ¹	
Bid Opening	April 23, 2021
City Council Accepts Bids	May 10, 2021
Council Awards Contract ²	June 14, 2021
Begin Construction	June 2021

¹ City Project 2016-13 Cahill Trunk Drainage Improvements to be bid together with City Project 2016-09F Carleda Way Area Reconstruction Improvements.

² Award of project contingent of Assessment Hearing for City Project 2016-09F Carleda Way Area Reconstruction and acquisition of necessary property rights for CP 2016-13.

Based upon the analysis completed as a part of this report, the proposed Cahill Trunk Drainage Improvements, City Project 2016-13 are feasible, necessary, and cost effective, and would benefit the properties in the project area and the City of Inver Grove Heights.

We recommend the following:

- A. The City Council accepts this feasibility report on November 9, 2020 and orders a public hearing for December 14, 2020.
- B. After receiving the appropriate staff reports, staff information, and public hearing input, the Council makes a decision on the approval or rejection of the proposed improvements.

1. INTRODUCTION

On August 24, 2020, the City Council authorized the preparation of a feasibility study for the Cahill Trunk Drainage Improvements project, which includes investigating the feasibility of drainage improvements to the Cahill trunk storm sewer and Carleda Way area neighborhood. The project area was previously studied in 2015 as a result of flooding concerns and drainage issues identified during the feasibility study phase of City Project 2016-09F Carleda Way Area Reconstruction. A preliminary drainage analysis for the project area was completed in 2015 and revised in 2020 in anticipation of the CP 2016-09F reconstruction project being planned for 2021 construction.

The City recently updated their Capital Improvement Plan and both the CP 2016-13 and 2016-09F improvements were included in the Pavement Management Project (PMP) funded projects for 2021 construction. The preliminary drainage analysis for CP 2016-13 that was completed in 2015 was updated in April 2020 and is included in **Appendix A**. This feasibility report summarizes the proposed stormwater improvements, public involvement, estimated costs, financing plan, and schedule for the CP 2016-13 improvements.

A project study area map is included in **Appendix B, Exhibit 1**.

2. DRAINAGE ANALYSIS SUMMARY

A preliminary drainage analysis for City Project 2016-13 Cahill Trunk Drainage Improvements was completed to identify potential trunk storm sewer improvements to alleviate flooding concerns with the City Project 2016-09F Carleda Way Area Reconstruction, project area. The drainage analysis study area includes the Cahill Avenue trunkline and Carleda Way trunkline watershed areas with an ultimate outfall into Bohrer Pond east of Carmen Avenue. The project study area is shown on **Exhibit 1 in Appendix B**.

The CP 2016-09F reconstruction streets (Carleda Way, 64th Court E, 63rd Court E) are hydraulically connected to the trunk storm sewer line between Cahill Avenue and the Bohrer Pond outlet, east of Carmen Avenue. The drainage analysis for CP 2016-13 reviewed this trunk storm sewer line, identified drainage issues in the area, and recommended improvements to be constructed concurrent with CP 2016-09F to address the drainage issues.

The trunk storm sewer lines from the Cahill Avenue and 64th Court East roadways to Bohrer Pond do not have sufficient capacity to carry the 100-year peak storm sewer discharge. The lack of capacity creates two drainage issues for this area:

1. Surge of low point catch basins along Cahill Avenue at the Carleda Way and Cahill Avenue intersections. The surge overflow follows the existing roadway profile grade of Carleda Way away from Cahill Avenue to 64th Court East.

2. Surcharge of the existing 64th Court East storm sewer system in the 100-year rainfall event which poses a flooding risk to the roadway, private property, one residential home and one garage. No overland emergency overflow route exists from the 64th Court East cul-de-sac.

Three options were evaluated to address the 64th Court East flooding and storm sewer capacity issues as summarized below. Figures for each option are included in **Appendix C**.

Option A – High Capacity Inlets on 64th Court East

Option A proposes to install multiple high capacity catch basins at the 64th Court cul-de-sac low point. This option would improve the flooding condition in the 100-year event at 64th Court East, however flooding of the roadway would still occur. The Option A configuration would be susceptible to plugged storm drain inlets and potentially does not address existing flooding concerns.

Option B – 64th Court East Trunk Storm Sewer Replacement

Option B proposes to upsize the trunk storm sewer line between 64th Court East and the Cahill Ave trunk sewer system line in addition to the installation of the high capacity inlets proposed in Option A. The storm sewer pipe would require upsizing from a 36-inch pipe to a 48-inch pipe. Option B further mitigates the flooding risks in the 100-year event. However, the configuration would still be susceptible to plugged inlets and the construction of the 48-inch trunk line would significantly impact multiple residential properties.

Option C – Stormwater Basin Construction

Option C proposes the construction of a stormwater basin in the two vacant parcels in the southeast corner of Carleda Way and Cahill Avenue. The stormwater basin would receive the overflow water from the Cahill Avenue and Carleda Way intersection via new high capacity catch basins along Carleda Way. Option C provides the greatest reduction in 100-year 64th Court cul-de-sac high-water levels, redirects overflow water currently impacting the 64th Court East cul-de-sac, and focusses impacts on low-lying vacant parcels.

Based on the overall benefits to the City's system and reduction in flooding risk to private property, Option C is the recommended solution further detailed in this report. The drainage analysis detailing the proposed improvements of Option C is included in **Appendix A**.

Regional Stormwater Considerations

The City is currently studying a large stormwater pond just east of TH 52 (DNR ID: 19-243W) within the Babcock Trail Drainage Basin Area as a part of a separate City project. This stormwater pond does not have an outlet and is landlocked. The City has identified that pumping down of this stormwater pond would require pumping into the Cahill Avenue trunk storm sewer. A pumping rate of 0.7 cubic feet per second would be expected and would have a negligible effect on the improvements identified with CP 2016-13. This potential additional pumped water would be carried in the Cahill trunk storm sewer that outlets the proposed CP 2016-13 stormwater basin but would not outlet into the new stormwater basin or effect the function of the proposed basin.

3. PROPOSED PUBLIC IMPROVEMENTS

The following is a summary of the proposed improvements included as part of this project.

The proposed improvements of Option C include the construction of a stormwater basin in the southeast corner of Carleda Way and Cahill Avenue and additional storm sewer infrastructure along Carleda Way and 64th Court East to treat and direct runoff to the proposed stormwater basin. The location of the proposed stormwater basin and storm sewer infrastructure is shown on **Exhibit 2 in Appendix B**.

A geotechnical and environmental investigation was completed for the proposed stormwater basin to investigate soil characteristics and potential environmental considerations for the project. The soil borings collected will be used to determine if infiltration of stormwater is feasible. Filtration will be proposed if the existing soils prohibit infiltration. The final water quality treatment function of the stormwater basin will be determined during the final design phase.

A Phase I ESA was completed for the area of the proposed stormwater basin. The Phase I ESA investigated the potential environmental considerations for construction of a stormwater basin on the project. Soil sampling and laboratory testing for contaminants were completed. Low levels of soil contamination were found in one of the soil samples taken. Despite the presence of some contamination, the Phase I ESA concluded that there are no environmental restrictions in constructing a stormwater basin or infiltrating water in the proposed basin location. Additional soil testing during construction is recommended on all excavated material to identify the proper material disposal method and will be included with the future construction project. Contingencies for buried debris and potential contaminated soil are included in the project costs.

Multiple iterations of stormwater basin grading have been completed to refine the preliminary design. The extents and size of the proposed stormwater basin is shown on **Exhibit 2 in Appendix B**. The proposed stormwater basin sizing and grading is based on the following factors:

- Provide flood storage capacity of the stormwater basin to provide adequate freeboard to the existing homes and garages in the 64th Court cul-de-sac area
- Meet or exceed applicable City of Inver Grove Heights and National Pollutant Discharge Elimination System (NPDES) permit stormwater treatment requirements
- Minimize impacts to existing trees per discussions with landowners (see public involvement section of the report)
- Adhere to recommendations in the Phase I Environmental Site Assessment (ESA) regarding disposal of potentially contaminated soil and buried debris

A hydrodynamic separator is proposed to pretreat the stormwater and prevent excess sediment from entering the stormwater treatment basin. The proposed location of this pretreatment structure is noted on **Exhibit 2 in Appendix B**.

4. PERMITS AND APPROVALS

Environmental specialists have reviewed the location of the proposed stormwater basin and confirmed the area is not a wetland. No wetland permitting is anticipated to be required with the project.

Construction of the stormwater basin will require a NPDES stormwater permit for construction which will be applied for and obtained prior to construction.

Because of the presences of low levels of soil contamination and buried debris as identified in the Phase I ESA, a no association determination (NAD) from the Minnesota Pollution Control Agency (MPCA) will be pursued by the City. The NAD will document the City's proposed improvements will not associate them with any existing, identified contamination on the site. A response action plan and construction contingency plan (RAP/CCP) will also be prepared for the project and approved by the MPCA ahead of construction to have an approved plan for contaminated material disposal if encountered during stormwater basin construction. Both the NAD and RAP/CCP will be attained and developed during the final design phase of the project.

5. EASEMENT AND PROPERTY REQUIREMENTS

Construction of the proposed stormwater basin requires permanent easement from two, vacant parcels and two residential parcels. The proposed property acquisition required for the CP 2016-13 improvements is shown on **Exhibit 3** in **Appendix B**. An acquisition summary is summarized in the table below.

Property Owner	Parcel ID	Property Address	Permanent Drainage and Utility Easement Area (SF)
Richard D Mitcheltree Kyla and Gregory Mitcheltree	20-19500-03-110	N/A	3,900
Richard D Mitcheltree Kyla and Gregory Mitcheltree	20-19500-03-100	N/A	11,000
Mark and Elena Blaisdell	20-19500-03-090	6420 Carleda Way	4,000
William and Jacqueline Seymour	20-19500-03-080	6410 Carleda Way	300

The permanent easement areas provided in the table above are approximate and preliminary. Final permanent easement limits will be determined during the final design phase of the project. A summary of the discussions to date with the impacted property owners is provided below in the Public Involvement section of the report.

The City did evaluate an option to fully acquire the 6320 Carleda Way property. This property is known to have a history of flooding and is within the cul-de-sac flood risk area. This option was determined to not be feasible as it does not address the high-water level concerns with other properties around the 64th Court cul-de-sac, including the 6410 Carleda Way property garage.

6. PUBLIC INVOLVEMENT

The following property owner meetings occurred during preparation of the feasibility study.

Mark Blaisdell (6420 Carleda Way) – Conference Call – September 8, 2020

Greg and Kyla Mitcheltree (Vacant Parcels) – On-Site Meeting – September 18, 2020

Greg Mitcheltree (Vacant Parcels) – Conference Call – October 23, 2020

Multiple iterations to the proposed stormwater basin were completed to address concerns brought up by the affected property owners. Additionally, a tree survey was completed to inventory the potential impacted trees within a 20-foot buffer of the proposed 100-year high water line. The tree survey data will be utilized during the easement acquisition process and assist the appraisers in determining damage amounts for property offers. The stormwater drainage improvements included in this report have been deemed reasonable in concept by the affected property owners. The project will be dependent on obtaining the necessary easements or land by negotiated agreement or land acquisition. Detailed summaries for each meeting with impacted property owners are provided in **Appendix D**.

7. ESTIMATED COSTS

The estimated costs for the Cahill Trunk Drainage Improvements, City Project 2016-13, are detailed in the table below. The estimated project costs include anticipated right-of-way property and acquisition costs, previously completed area drainage study, a 10% construction contingency, 43% allowance for indirect costs and right-of-way acquisition and property costs. The indirect costs include the following items: 25% engineering, 1% fiscal, 3% legal, 10% administrative and 4% capitalized interest. Detailed cost estimates are provided in **Appendix E**.

	Construction	Previous Engineering	Permanent Easements	Total
Stormwater Basin Improvements	\$341,675			\$341,675
Right-of-Way Property Cost			\$73,750	\$73,750
Right-of-Way Acquisition Cost			\$23,000	\$23,000
Preliminary Drainage Study		\$39,750		\$39,750
Total Project Improvements	\$341,675	\$39,750	\$96,750	\$478,175

Right-of-way acquisition and property costs are based on available Dakota County property information and comparisons with similar previous projects. Final right-of-way acquisition and property costs will be determined based on appraisals and negotiations with the property owners.

8. METHOD OF FINANCING

The proposed funding source for the Cahill Trunk Drainage Improvements, City Project 2016-13, is from the City's Pavement Management Fund. The most current CIP allocates the necessary funding for the implementation of the project.

9. PROJECT SCHEDULE

If the City Council chooses to accept this report and schedule a public hearing, we recommend that the following project schedule be followed:

City Council Receive Final Feasibility Report	November 9, 2020
Call Public Hearing	
Public Improvement Hearing	December 14, 2020
Council Order Project	
Authorize Preparation of Final Plans and Specs	
Authorize Land Acquisition	
Council Approves Plans and Specs	March 22, 2021

Authorize Advertisement for Bids ¹	
Bid Opening	April 23, 2021
City Council Accepts Bids	May 10, 2021
Council Awards Contract ²	June 14, 2021
Begin Construction	June 2021

¹ *City Project 2016-13 Cahill Trunk Drainage Improvements to be bid together with City Project 2016-09F Carleda Way Area Reconstruction Improvements.*

² *Award of project contingent of Assessment Hearing for City project 2016-09F Carleda Way Area Reconstruction and acquisition of necessary property rights.*

10. SUMMARY AND RECOMMENDATIONS

Based upon the analysis completed as a part of this report, the proposed Cahill Trunk Drainage Improvements, City Project 2016-13 are feasible, necessary, and cost effective, and would benefit the properties in the project area and the City of Inver Grove Heights.

We recommend the following:

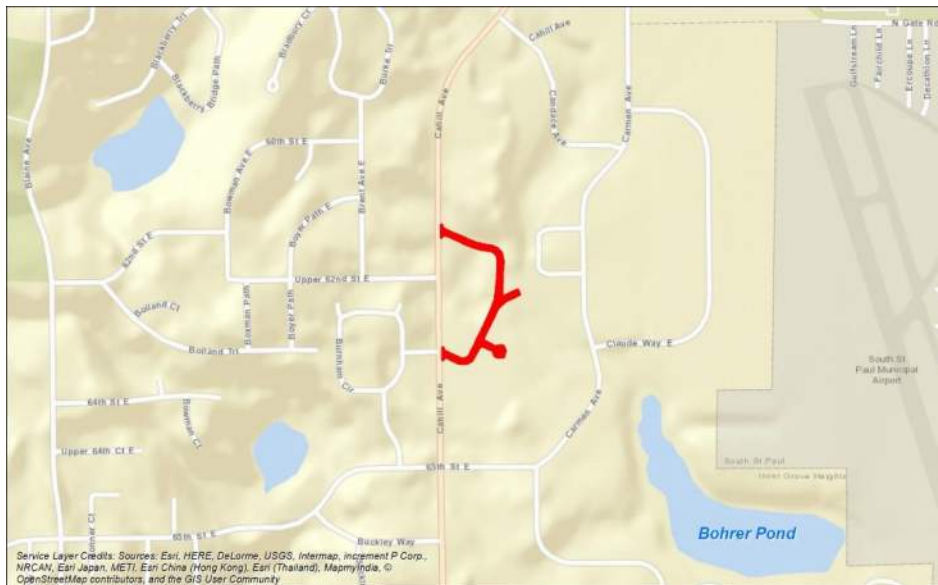
- A. The City Council accepts this feasibility report on November 9, 2020 and orders a public hearing for December 14, 2020.
- B. After receiving the appropriate staff reports, staff information, and public hearing input, the Council makes a decision on the approval or rejection of the proposed improvements.

APPENDICES

APPENDIX A – DRAINAGE ANALYSIS REPORTS

City Project 2016-09F: Carleda Way Area Street Reconstruction and City Project 2016-13: Cahill Trunk Drainage Study

Preliminary Stormwater Report
Inver Grove Heights, MN



Prepared For:



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

Prepared By:

Kimley»Horn

Kimley-Horn and Associates, Inc.
767 N. Eustis Street
Suite 100
Saint Paul, MN 55114
(651) 645-4197

Original Report December 2015; Revised April 27, 2020

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ATTACHMENTS

- Attachment 1 Existing Conditions
- Attachment 2 Proposed Conditions

SECTION 1: INTRODUCTION AND BACKGROUND

A. Introduction

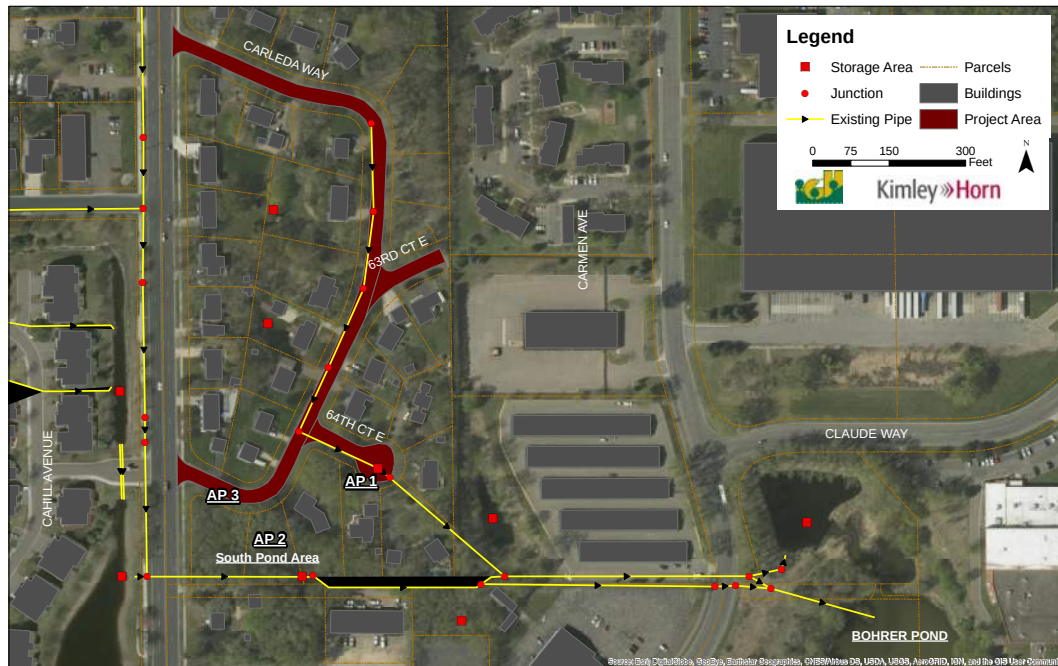
The City of Inver Grove Heights seeks to reconstruct several residential roadways in poor condition east of Cahill Ave; those streets include Carleda Way, 63rd Ct E, and 64th Ct E. As part of the roadway improvements, the existing stormwater drainage system was analyzed to determine if the current system is adequate and if any improvements to the system can be identified and included in the scope of the roadway reconstruction project.

This area was the subject of a previous hydrologic/hydraulic study in 2015 (*City Project 2016-09F: Carleda Way Area Street Reconstruction*, December 2015). This report provides an update to that study and includes a summary of the methodology, findings, and recommendations of the updated analysis.

B. Watershed

The project area is located in the South Grove Drainage Basin per the City of Inver Grove Heights Water Resources Management Plan. Generally, the study area ultimately drains to Bohrer Pond east of the project area. The drainage system along the project roadways outfall into a trunk storm sewer system that also services Cahill Avenue. The trunk line discharges into a constructed pretreatment forebay east of Carmen Avenue before outfalling into Bohrer Pond. Since the Carleda Way drainage system is hydraulically connected to the Cahill Avenue trunkline, it is necessary to include that contributing drainage area in this analysis to understand the hydraulic grade line effects from that connected system as shown in **Figure 1-1**. Locations marked with AP # are analysis points to determine effectiveness of the proposed improvements to the project area.

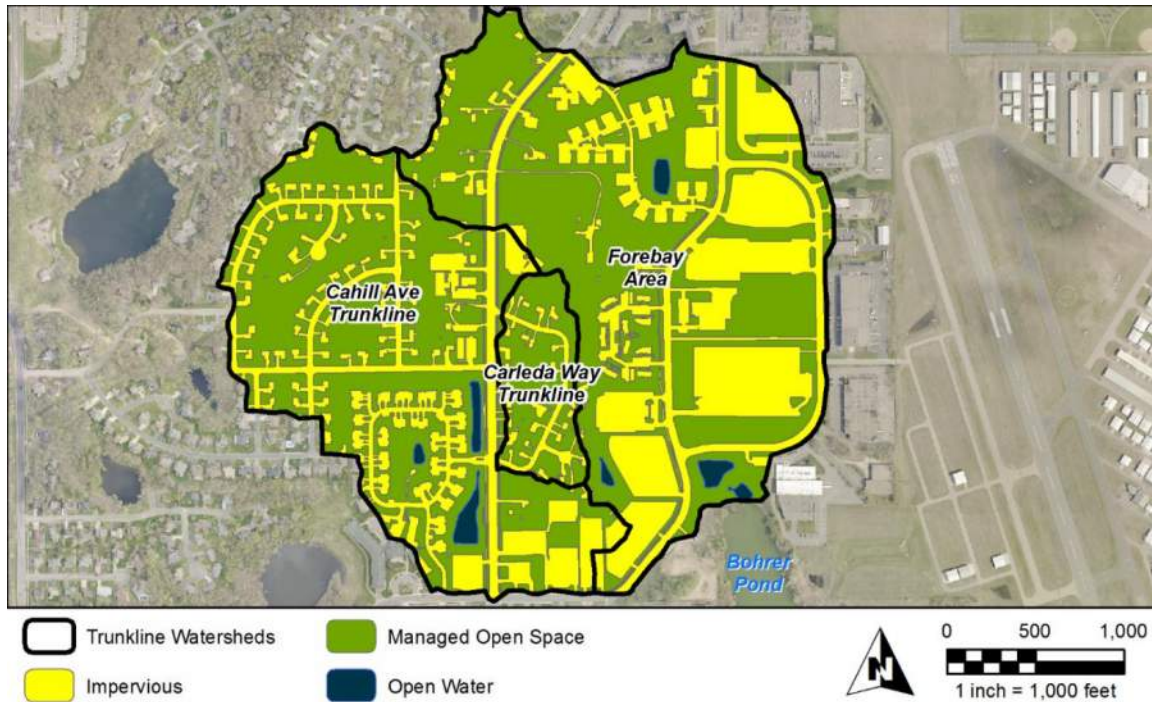
Figure 1-1: Studied Drainage System



C. Model Development

The drainage analysis was performed using the dynamic wave module of PCSWMM engine v5.1.013. Modeled parameters for conduits and junctions were based on as-built drawings provided by the City with their spatial locations identified by the City's stormwater infrastructure geodatabase. Topographic Survey of Carleda Avenue, 63rd Court, and 64th Court was also collected and incorporated into the modeling. Catchment areas were delineated in GIS using 1 ft LiDAR topography. A detailed hydrologic overlay was created in GIS by tracing impervious boundary lines and can be seen in Figure 1-2 below. This land cover area, as shown in **Figure 1-2**, was then overlaid with the Dakota County NRCS soils layer to generate discrete pervious area composite CN's for each catchment area. Basin slope was generated using GIS spatial analyst to sum average slope of each catchment.

Figure 1-2: Watershed Land Cover



Weir overflows were added to storage areas with overland flow locations. Gutter overflow channels were added connecting junctions susceptible to surcharging above their rim elevations. The gutter overflow channels also allow bypass flow at catch basin inlets to be modeled accurately. Node maximum depths were set above rim elevations to avoid junction node ponding and allow for overland flow to storage units. Based on the geotechnical report provided by AET, underlying soil infiltration rates of 0.2 in/hr were too low and considered negligible to be added to storage units.

The downstream boundary condition was set to a static water surface elevation of 804.1 ft to represent the HWL of Bohrer Pond. The design storm was the 100-yr 24hr SCS Type II distribution. Rainfall depth of 7.43 inches (100-yr storm) according to NOAA Atlas-14 for Inver Grove Heights.

SECTION 2: MODEL RESULTS

A. Existing Conditions

The existing conditions model identifies several areas exhibiting flooding during the 100-yr storm. **Figure A** in **Appendix A** shows the depth of flooding at the three primary areas of concern in the study area. The most significant flooding is present at 64th Ct E and extends west into portions of Carleda Way. This flooding results in excess of one foot of flooding depth at the structure of 6320 Carleda Way and the garage at 6410 64th Ct E.

There are several issues that contribute to this flooding. The trunk storm lines carrying flow from 64th Ct E and Cahill Avenue do not have capacity to carry the full 100-yr peak discharge. This causes the inlets at the Cahill Avenue and Carleda Way intersection to surcharge and overflow down Carleda Way to 64th Ct E. The existing catch basins in the cul-de-sac at 64th Ct E are overcapacity. Since the cul-de-sac is located at a low point with no overland outflow location, it acts as a ponded storage area.

Additional flooding areas in the project study area include localized low areas behind houses on the west side of Carleda Way as detailed below.

- The northern low area is located directly south of 6175 Carleda Way. It collects runoff from localized backyard areas and Carleda Way via the backflow driveway condition at 6175 Carleda Way.
- The southern low area is a small depression at 6285 Carleda Way that collects only runoff from the immediate residential backyard areas. No public roadway runoff enters contributed to the south low area.

These low areas do not have drainage infrastructure to outlet stormwater and rely on a combination of evapotranspiration, infiltration to groundwater and overland flow to remove ponded water.

Based on existing conditions modeling, the north low area high water levels do not extend to any homes or structures of the adjacent residential properties. For the south low area, high water levels extend to an elevation of 823.4' and an estimated 1.4 feet of flooding relative to the garage floor elevation at 6285 Carleda Way.

B. Proposed Conditions

The overall goal of this analysis was to identify feasible and costs effective improvements that would reduce the extent of flooding in the area. A secondary goal was to evaluate the potential for combining water quality improvements with recommended flood reduction features and to explore stand-alone water quality improvements for the drainage system to Bohrer Pond.

Recommended improvements are illustrated in **Figure B** in **Appendix A** and consist of the following recommendations to address both the primary and secondary goals:

- Extend the storm sewer system north and west along Carleda Way to a point upstream of the driveway at 6175 Carleda Way and install catch basins to capture runoff that currently flows down the residential driveway. Additionally, modify the existing driveway to provide a 6-inch depth driveway apron to prevent public water from back-draining down the driveway.
- Modify the profile of Carleda Way at the norther intersection with Cahill Avenue to prevent by-pass drainage from draining down Carleda Way.
- Install high capacity inlets at the 64th Ct E cul-de-sac (AP 1) to reduce flooding potential for remaining water that bypasses the existing Carleda catchbasin inlets during extreme storm events.
- Expand the existing storage capacity of the South Pond Area (AP 2 as shown in Figure 1-1). Construct the expanded South Pond Area as a filtration basin to treat runoff from contributing impervious surfaces of the project area and additional treatment for diverted low flows from Cahill Avenue and other upstream contributing areas. Install a pretreatment structure ahead of the low flow diversion outlet from the Cahill Avenue area. It is recommended that a future design phase attain geotechnical borings in this area to review the suitability of this area as an infiltration basin.
- Installation of high capacity inlets to capture overland flow from south curve of Carleda Way (AP 3) and direct that flow to the expanded South Pond Area. Install a pretreatment drop structure to manage potential erosion at the inlet to the South Pond Area and provide pretreatment to meet the City of Inver Grove Heights standards.
- During the final design stages of the project, the City should make contact with the resident at 6285 Carleda Way to better understand the extent of historic drainage issues and high-water levels experienced in the backyard area. It is feasible to extend storm sewer from the Carleda Way storm sewer system to this low area and reduce the high-water levels. If the property owner is willing to grant the City (at no cost) access/easement to extend storm sewer to the backyard and install an outlet from the backyard area, we recommend this be explored further during final design.

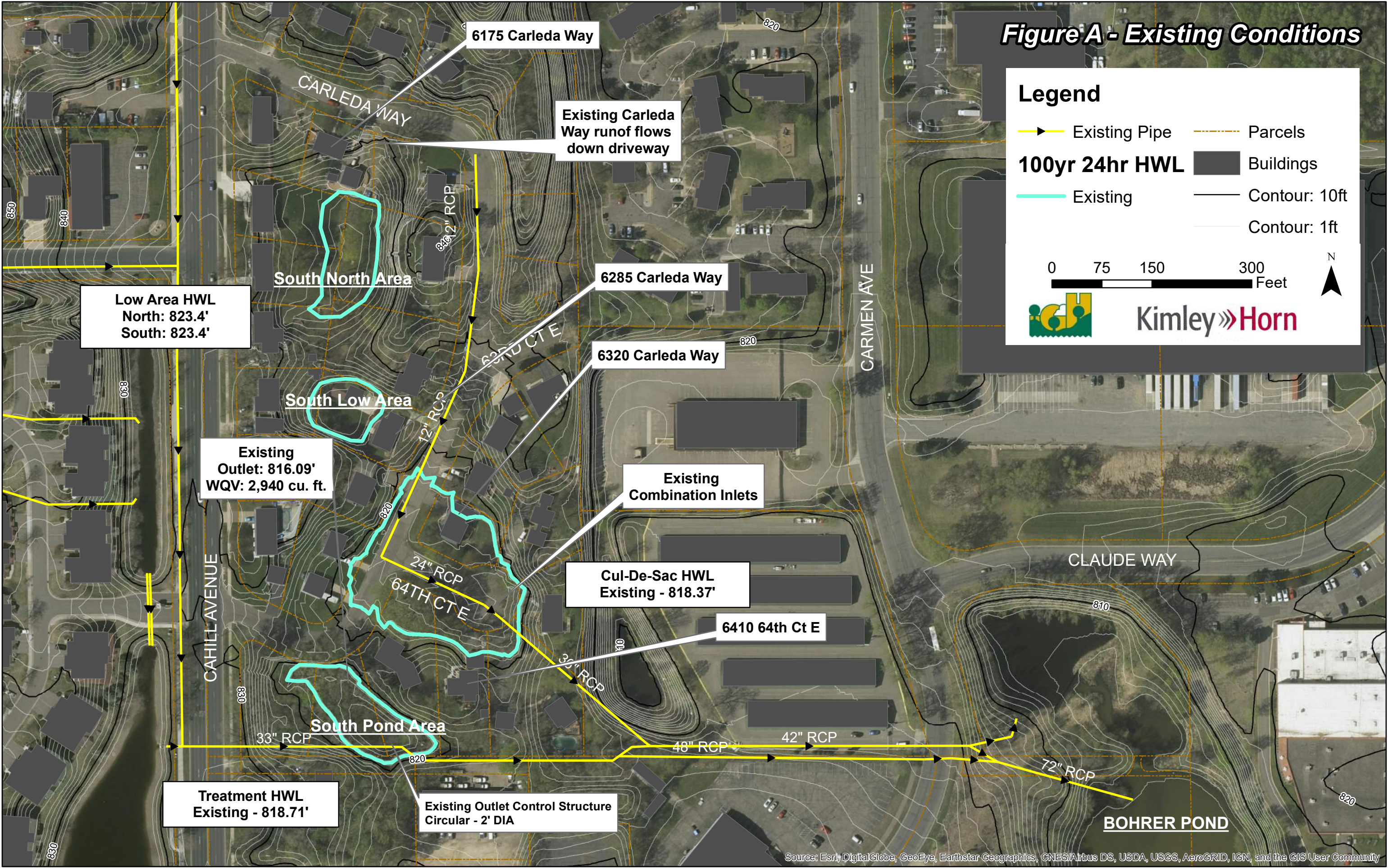
By introducing the overland flow diversion at AP 3 and installing high-capacity inlets at AP 1, the 100-year, 24-hr HWL in the cul-de-sac is reduced by approximately 3.2' to an elevation of 815.2'. Grading the South Pond Area to maximize the storage in the available area allows additional drainage area to be diverted away from the cul-de-sac to help further reduce the flooding. Introducing water quality treatment in the form of filtration into the expanded basin also provides improved water quality treatment upstream of Bohrer Pond.

While not required for this project, water quality treatment options were evaluated based on the treatment volume they would provide. Using a typical approach to treat 1-inch or runoff volume applied to all new and reconstructed impervious surfaces results in a water quality treatment volume goal of 4,356 cubic feet (CF). Grading the pond area and setting the outlet at 817.0 allows for a treatment volume of up to 14,600 CF. While most of the runoff from the impervious surface from the direct project area will not enter the proposed filtration pond, low flows from Cahill Avenue could be diverted into the pond and be treated. Bohrer Pond, the receiving water for the system, is impaired and increased treatment of inflows would benefit the water quality of Bohrer pond.

C. Recommendation

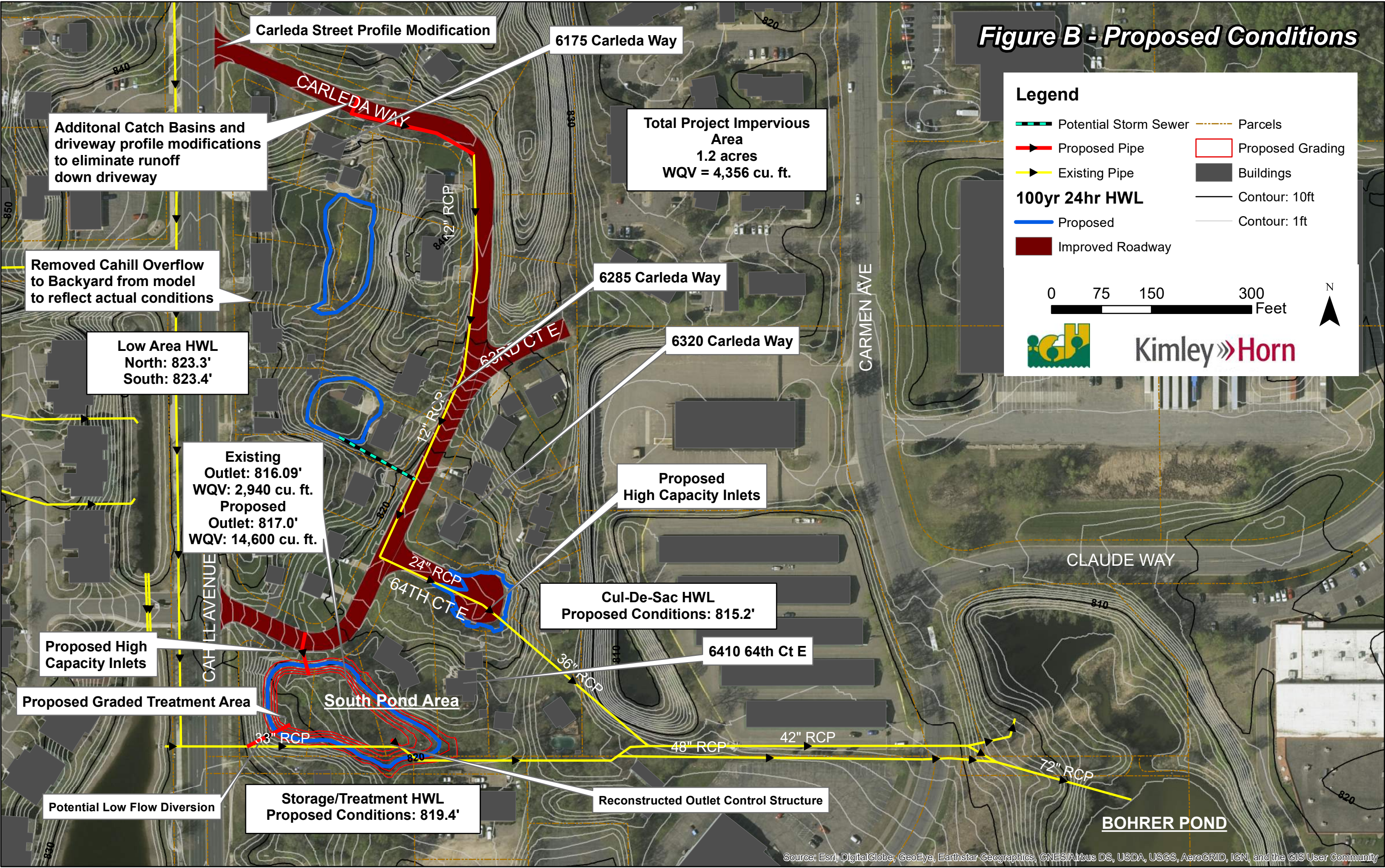
It is recommended that the City work towards implementation of all improvements during the Carleda Way roadway rehabilitation project. The improvements will reduce flooding concerns at 64th Ct E and the backyard area south of 6175 Carleda Way. Due to the downstream benefits to Bohrer Pond from the recommended filtration basin, it is also recommended that the City explore external funding options including PSIG grant and SWCD grant funding.

Figure A - Existing Conditions



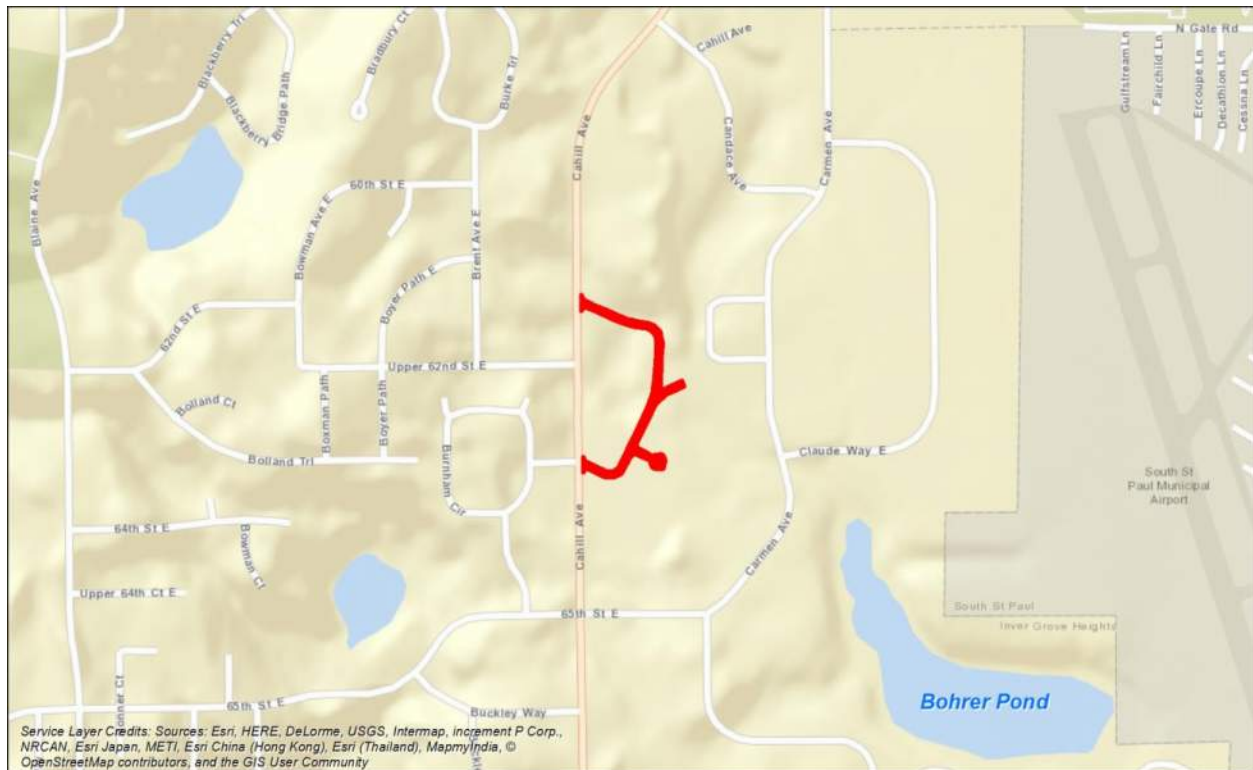
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Figure B - Proposed Conditions



City Project 2016-09F: Carleda Way Area Street Reconstruction

Preliminary Stormwater Report
Inver Grove Heights, MN



Prepared For:



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DECEMBER 2015

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ATTACHMENTS

- Attachment 1 Existing Conditions Flooding Map
- Attachment 2 Proposed Alternative A Flooding Map
- Attachment 3 Proposed Alternative B Flooding Map

SECTION 1: INTRODUCTION AND BACKGROUND

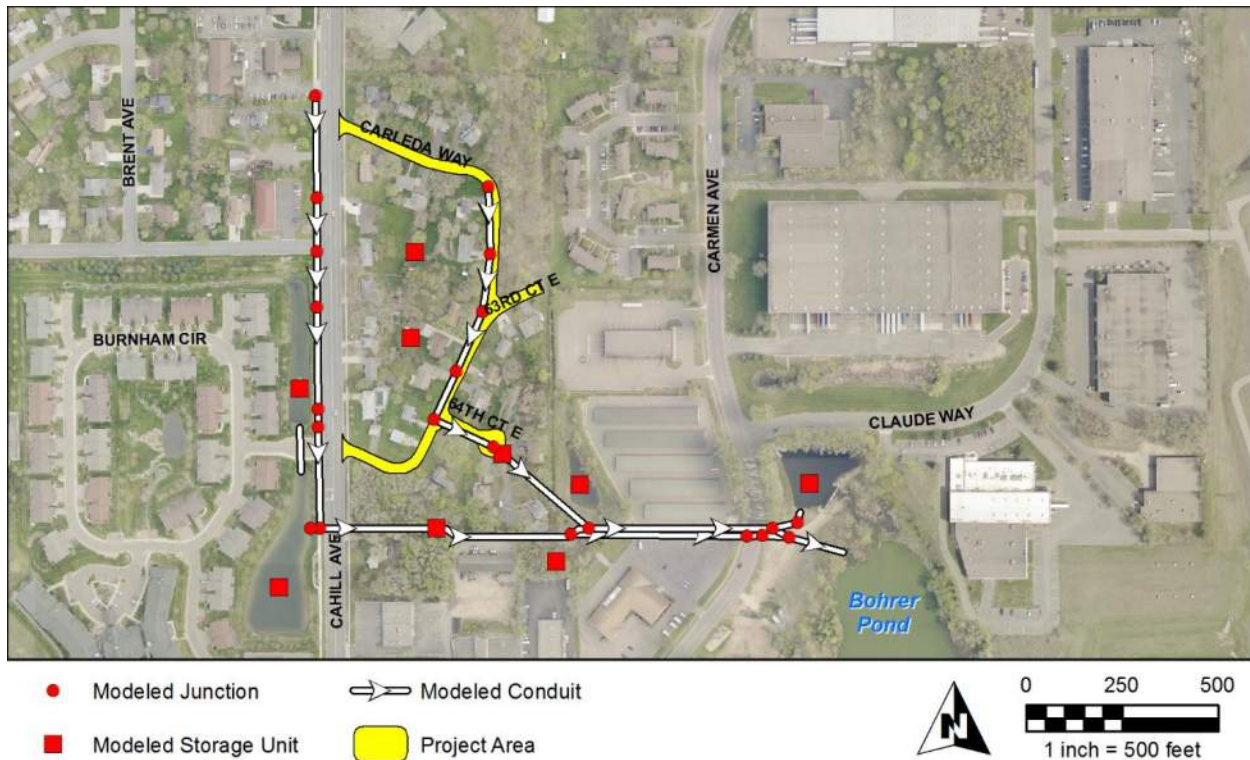
A. Introduction

The City of Inver Grove Heights seeks to reconstruct several residential roadways in poor condition east of Cahill Ave; those streets include Carleda Way, 63rd St E, and 64th Ct E. As part of the roadway improvements, the existing stormwater drainage system was analyzed to determine if the current system is adequate and if any improvements to the system can be identified and included in the scope of the roadway reconstruction project. This memo summarizes the methodology, findings, and recommendations of that analysis.

B. Watershed

The project area is located in the Bohrer Pond watershed. The drainage system along the project roadways outfalls to a trunkline system that also services Cahill Ave before outfalling east of Carmen Ave in the constructed forebay to Bohrer Pond. Since the Carleda Way drainage system is hydraulically connected to the Cahill Ave trunkline, it is necessary to include that contributing drainage area in detail to understand the hydraulic grade line effects from that system. Figure 1-1 below shows the studied drainage systems.

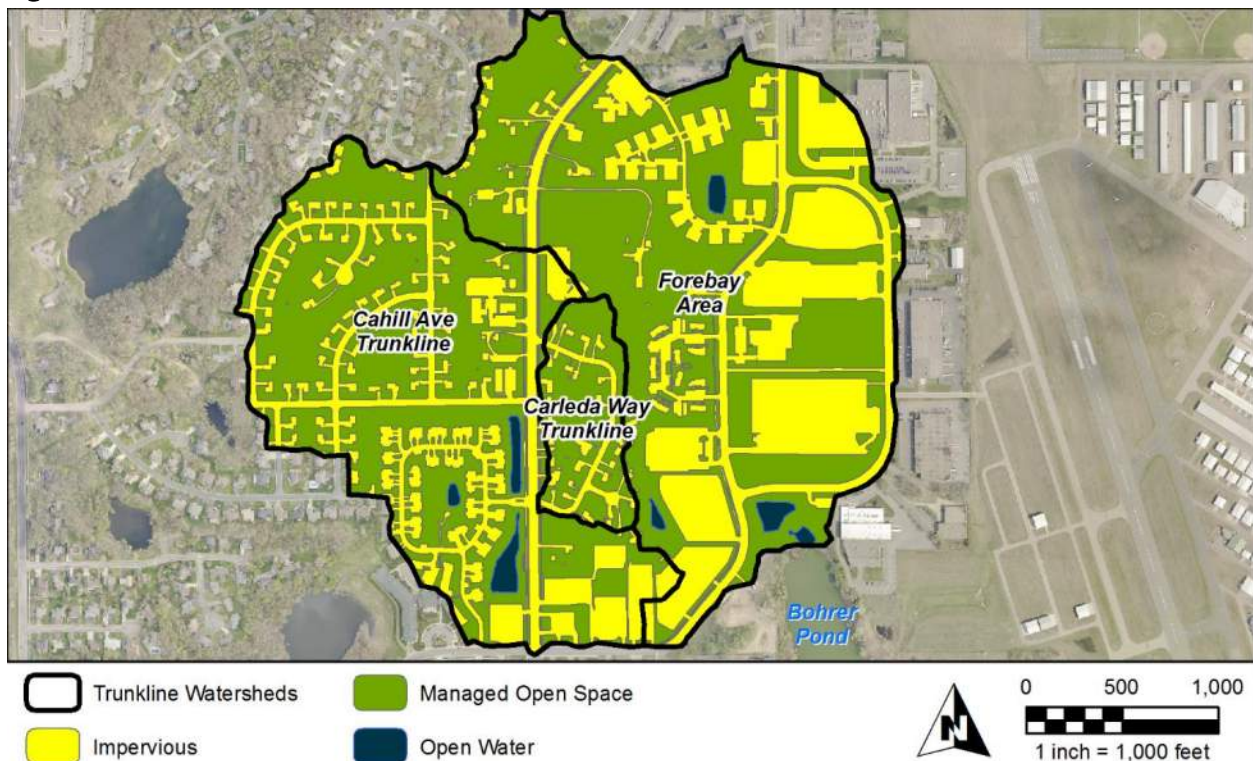
Figure 1-1: Studied Drainage System



C. Model Development

The analysis was performed using the dynamic wave module of EPA SWMM engine v5.1.010. Modeled parameters for conduits and junctions were based on as-built drawings provided by the City with their spatial locations identified by the City's stormwater infrastructure geodatabase. Catchment areas were delineated in GIS using 1 ft LiDAR topography. A detailed hydrologic overlay was created in GIS by tracing impervious boundary lines and can be seen in Figure 1-2 below. This land cover area was then overlaid with the Dakota County NRCS soils layer to generate discrete pervious area composite CN's for each catchment area. Basin slope was generated using GIS spatial analyst to sum average slope of each catchment.

Figure 1-2: Watershed Land Cover



Weir overflows were added to storage areas with overland flow and gutter overflow conduits were added connecting junctions susceptible to surcharging above their rim elevations. Node max depths were set far above rim elevations to avoid junction node ponding and allow for overland flow to storage units. Based on the geotechnical report provided by AET, underlying soil infiltration rates of 0.2 in/hr were too low and considered negligible to be added to storage units.

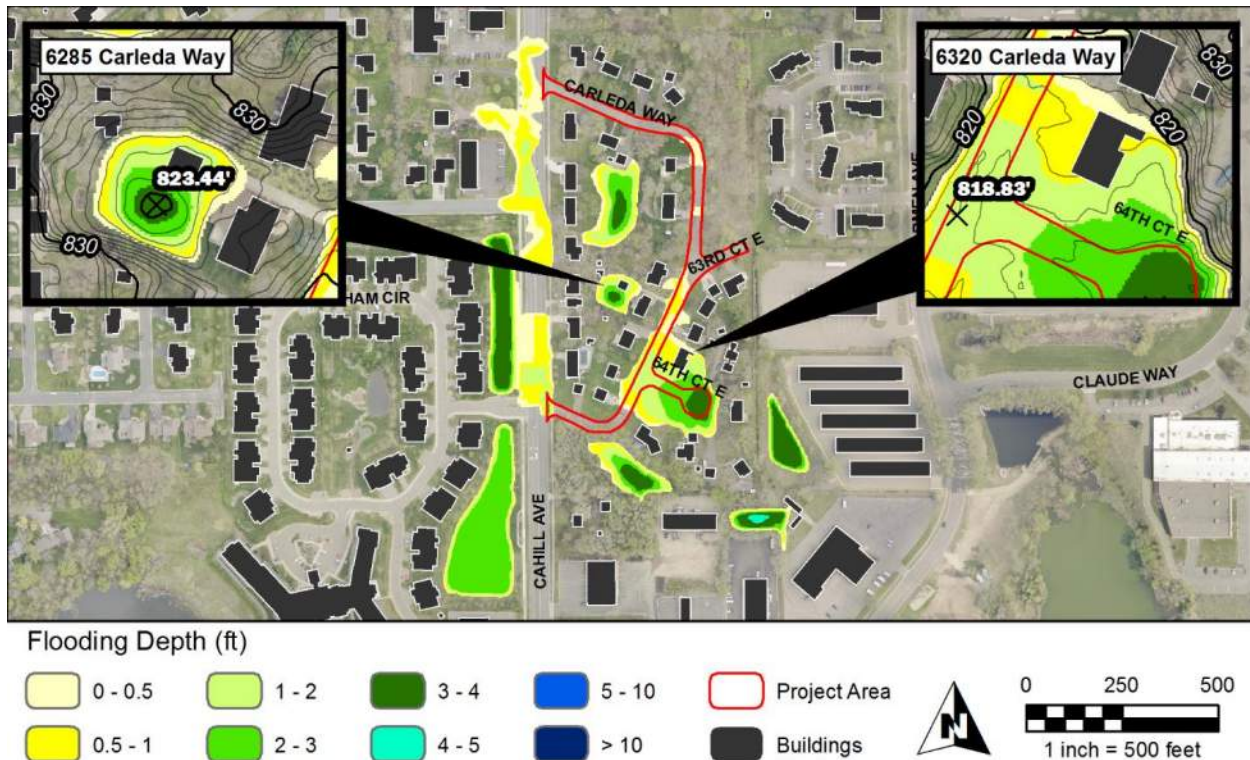
The downstream boundary condition was set to a static water surface elevation of 804.1 ft to represent the HWL of Bohrer Pond. The design storm was the 100-yr 24hr SCS Type II distribution. Rainfall depth of 7.43 inches according to NOAA Atlas 14 for Inver Grove Heights.

SECTION 2: MODEL RESULTS

A. Existing Conditions

The existing conditions model results identify several areas exhibiting flooding during the 100-yr storm. Figure 2-1 below shows the breadth and depth of flooding for the study area (See Attachment 1 for a detailed map of the existing conditions model flooding).

Figure 2-1: Existing Conditions 100-yr Model Results



The model results show that there is significant flooding at 64th Ct E and extends into Carleda Way. This flooding results in excess of 1 ft of flooding depth at the structure of 6320 Carleda Way and the garage at 6285 Carleda Way.

There are several issues that contribute to this flooding. The trunklines outfalling from 64th Ct E and Cahill Ave are undersized to carry the 100-yr peak discharge. This insufficiency causes the inlets at the Cahill Ave and Carleda Way intersection to surcharge and overflow down Carleda Way to 64th Ct E. Since the cul-de-sac is located at a low point with no overland flow it acts as a ponded storage area. The maximum volume of stored water here is approximately 1.9 ac-ft.

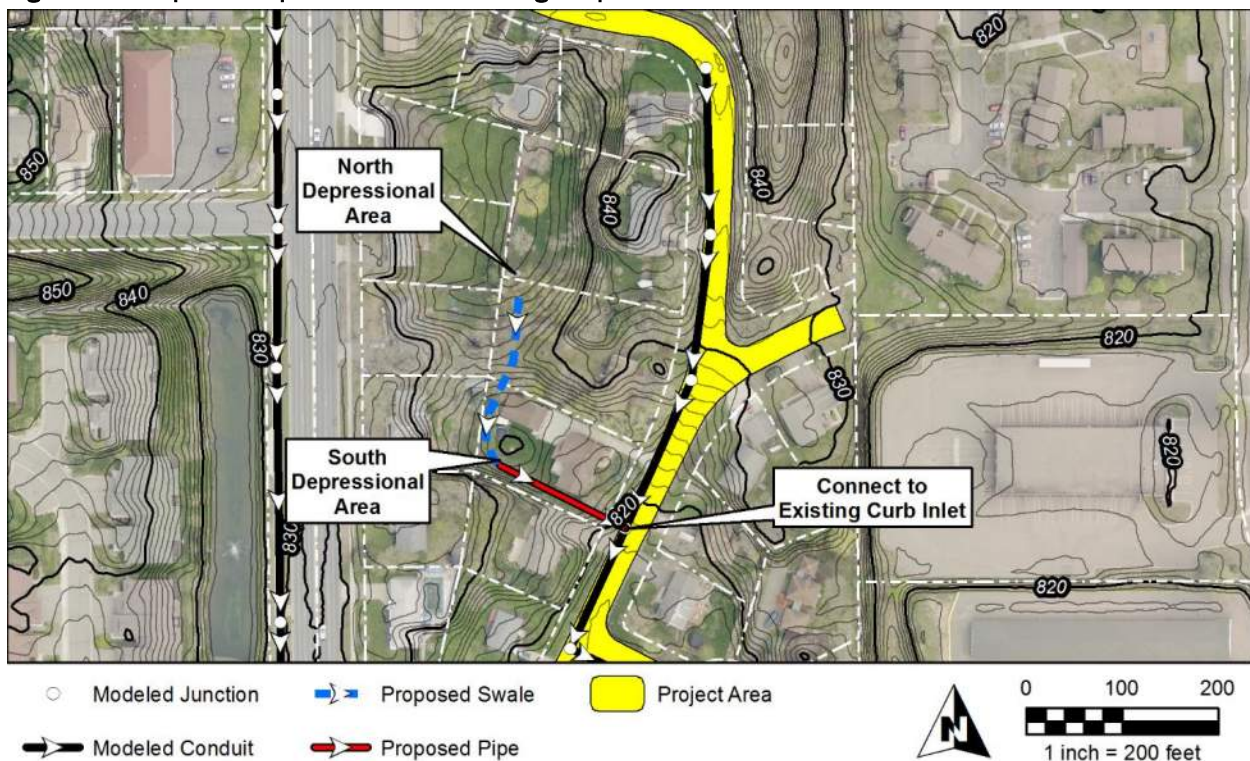
The additional flooding areas are two depressional low areas behind houses on the west side of Carleda Way. These low areas do not have drainage infrastructure to remove stormwater and rely on either infiltration to groundwater or overland flow.

B. Depressional Area Drainage Improvements

The two low depressional areas behind houses to the west of Carleda require improvements to limit risk of structural flooding. The north or upstream pond elevation is below the trunkline elevation along Carleda Way; therefore, a direct connection pipe to drain that area is not feasible. The south or downstream pond elevation is higher than the trunkline elevation along Carleda Way allowing a direct pipe connection to drain this low area. Since the north pond does not directly threaten structures in the 100-yr storm, a graded drainage swale connecting this area to the south area is proposed at the 100-yr elevation to allow overland flow. Additionally, a 15 in RCP pipe connection is recommended at the south pond to drain this low lying area and protect the structure at 6285 Carleda Way. Stormwater easements will be necessary for these improvements.

Figure 2-2 below details this improvement.

Figure 2-2: Proposed Depressional Area Drainage Improvements

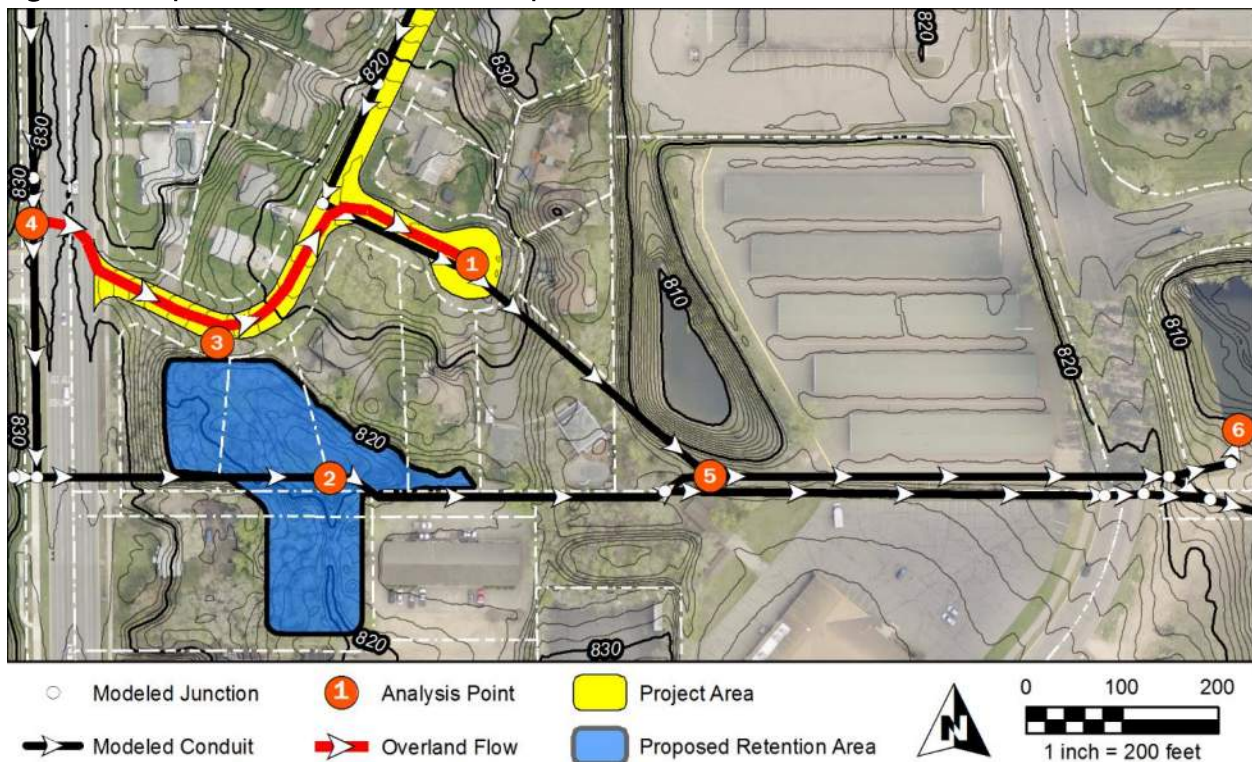


C. Proposed Alternatives

In addition to the depressional area improvements described above, additional improvements are necessary to avoid structural flooding in the project area. Due to the volume of flooding at Cahill Ave and Carleda Way, multiple alternatives were analyzed to determine a recommended fix. Figure 2-3 refers to Analysis Points (AP) that can be used to describe alternatives that were analyzed. Below is a list of options that were analyzed. Note that although multiple items are listed, some in combination with each other, ultimately 2 alternative configurations are described in detail in the following sections.

1. Increase pipe size from AP 1 to AP 5.
2. Increase pipe size from AP 2 to AP 5.
3. Increase pipe size from AP 4 to AP 2.
4. Increase pipe size from AP 5 to AP 6.
5. Install inlets to capture full overland flow from AP 4 at AP 3 to flow to AP 2.
6. Install inlets to capture partial overland flow from AP 4 to AP 3 to flow to AP2 and allow some overland flow to continue to AP 1.
7. Expand existing storage volume at AP 2.

Figure 2-3: Proposed Alternatives Overview Map



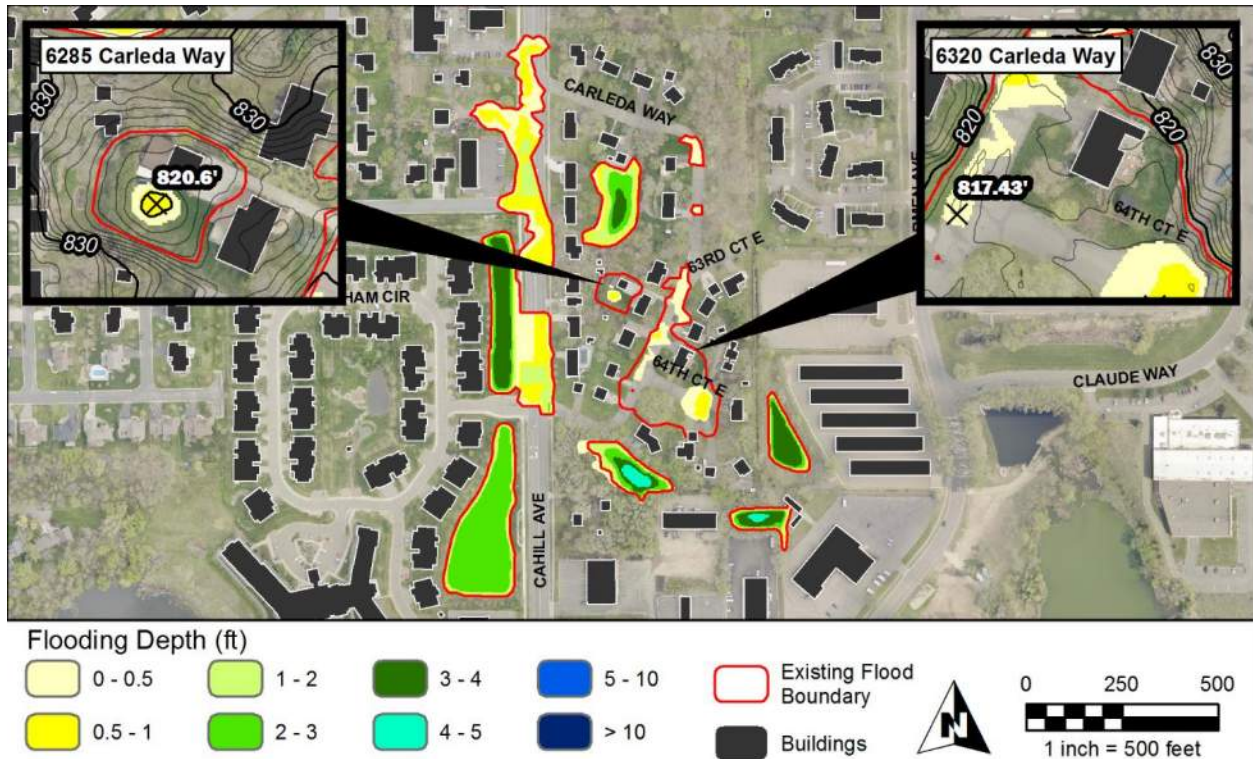
D. Proposed Alternative A

This alternative involves configuration #'s 2, 5, and 7.

- Increase pipe from 42" to 48" from AP 2 to AP 5.
- Install curb cuts and/or high capacity inlets to capture overland flow from AP 4 to AP 3. Build conveyance channel to proposed retention area.
- Acquire easements to expand storage area to provide 3 ac-ft of storage capacity.

Figure 2-3 below shows the proposed conditions flooding inundation areas for Alternative A (See Attachment 2 for a detailed map of the Proposed Alternative A model flooding).

Figure 2-4: Proposed Alternative A Flooding Area



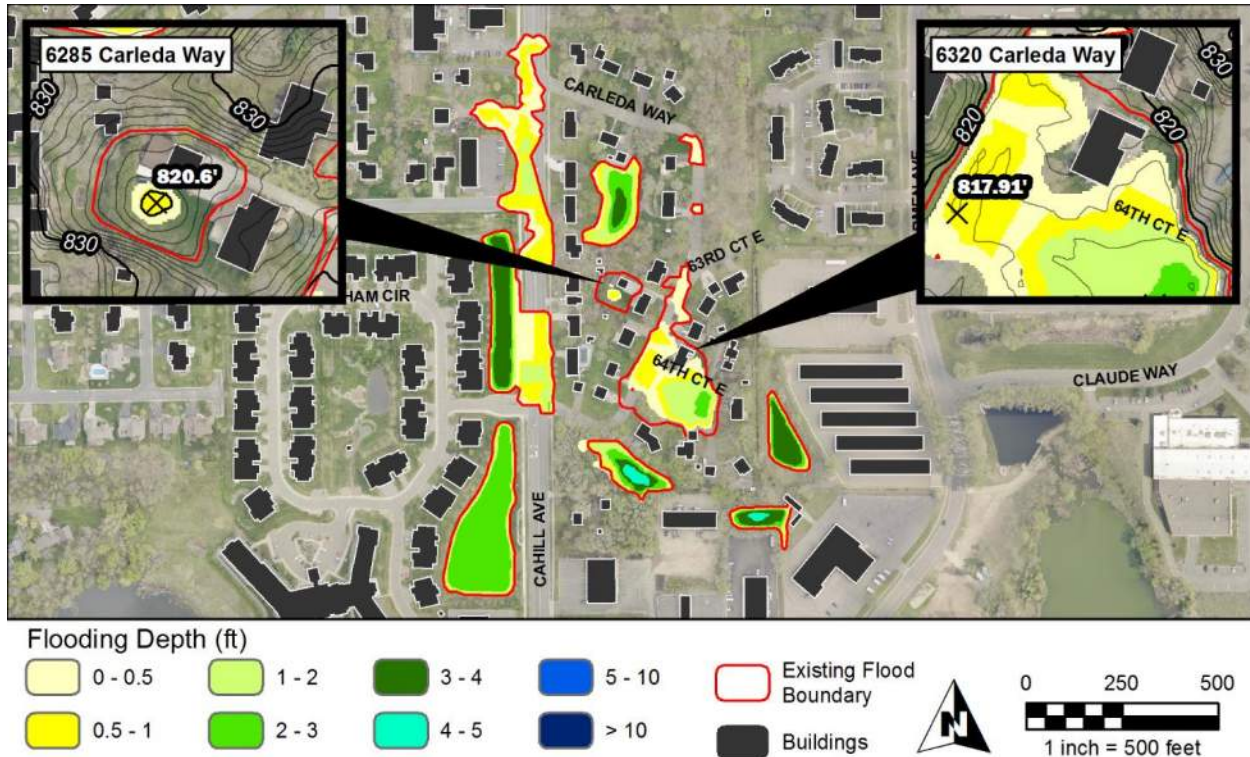
E. Proposed Alternative B

This alternative involves configuration #'s 1 and 4.

- Increase pipe from 36" to 60" from AP 1 to AP 5.
- Increase pipe from 42" to 60" from AP 5 to AP 6.

Figure 2-4 below shows the proposed conditions flooding inundation areas for Alternative B (See Attachment 3 for a detailed map of the Proposed Alternative B model flooding).

Figure 2-5: Proposed Alternative B Flooding Area

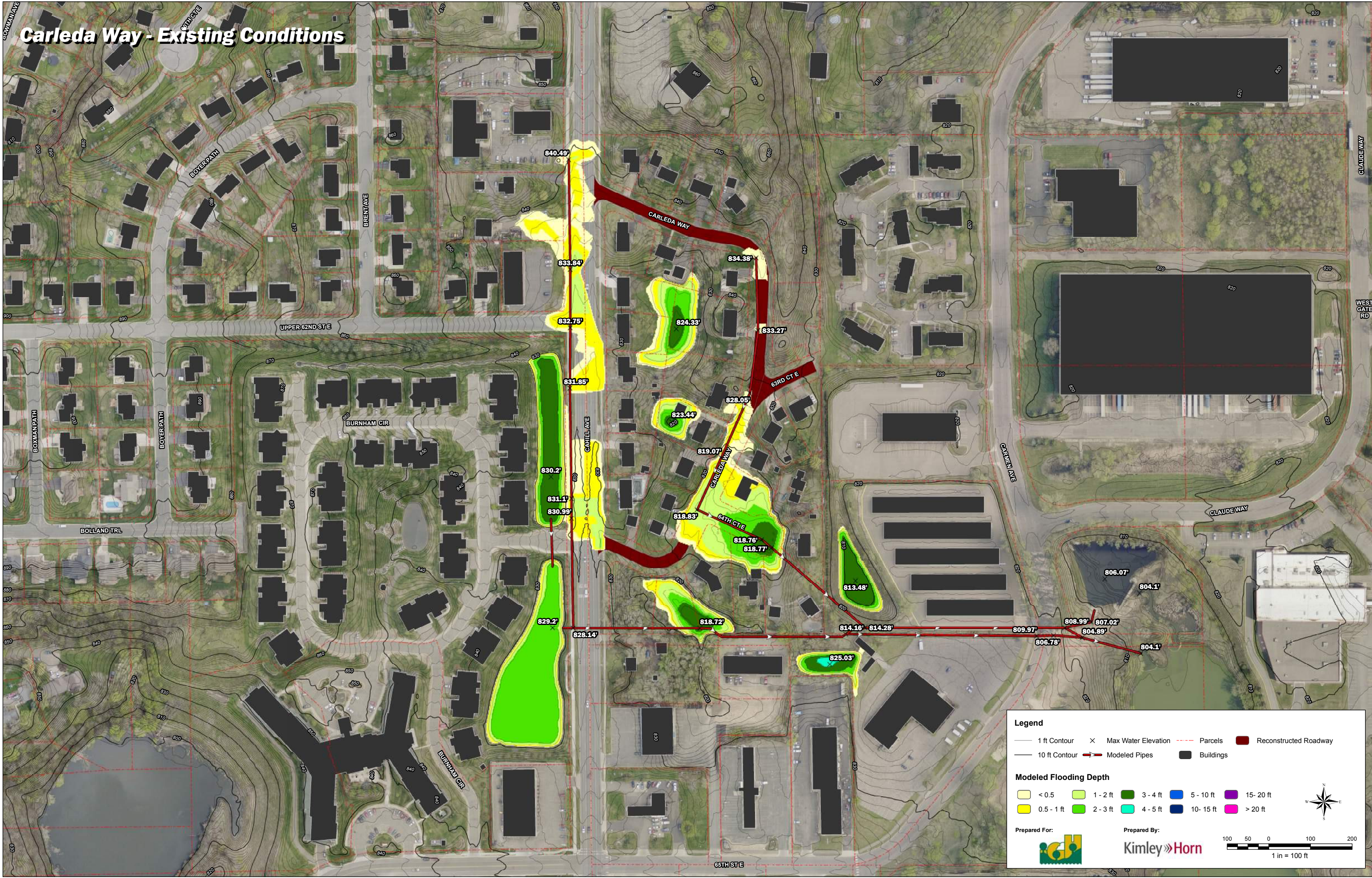


F. Recommendation

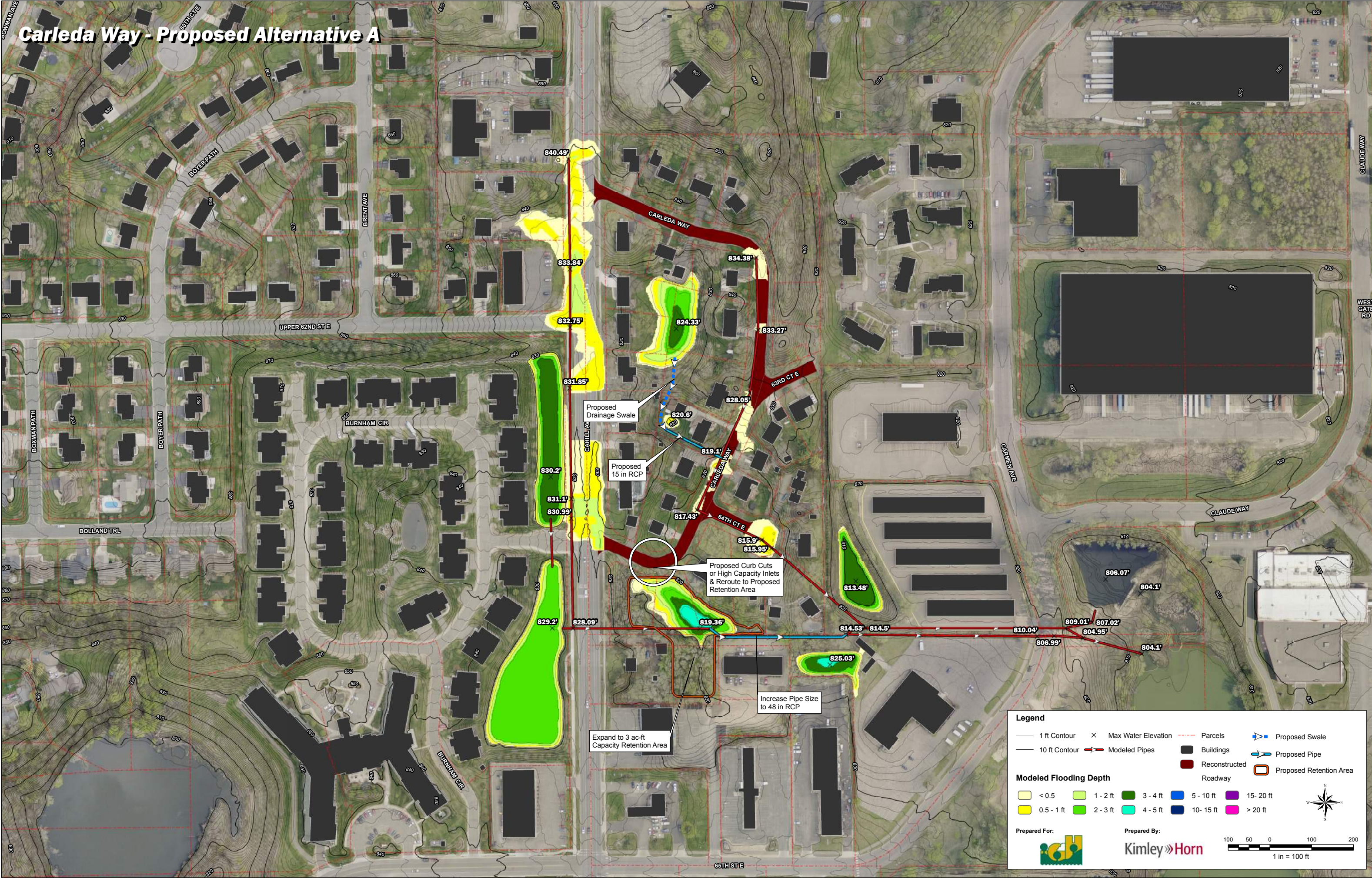
Based on this analysis, it is recommended that City implement the improvements described in the depressional areas as part of City Project 2016-09D if agreements can be reached with the associated property owners.

It is also recommended that the City work towards implementation of either alternative A or alternative B to alleviate flooding concerns in the 64th Court East area. Both alternatives will have significant construction costs and easement acquisition impacts that will likely require a separate City project and financing plan.

Carleda Way - Existing Conditions



Carleda Way - Proposed Alternative A



Legend

1 ft Contour	× Max Water Elevation	--- Parcels	Proposed Swale
10 ft Contour	Modeled Pipes	Buildings	Proposed Pipe
		Reconstructed Roadway	Proposed Retention Area

Modeled Flooding Depth

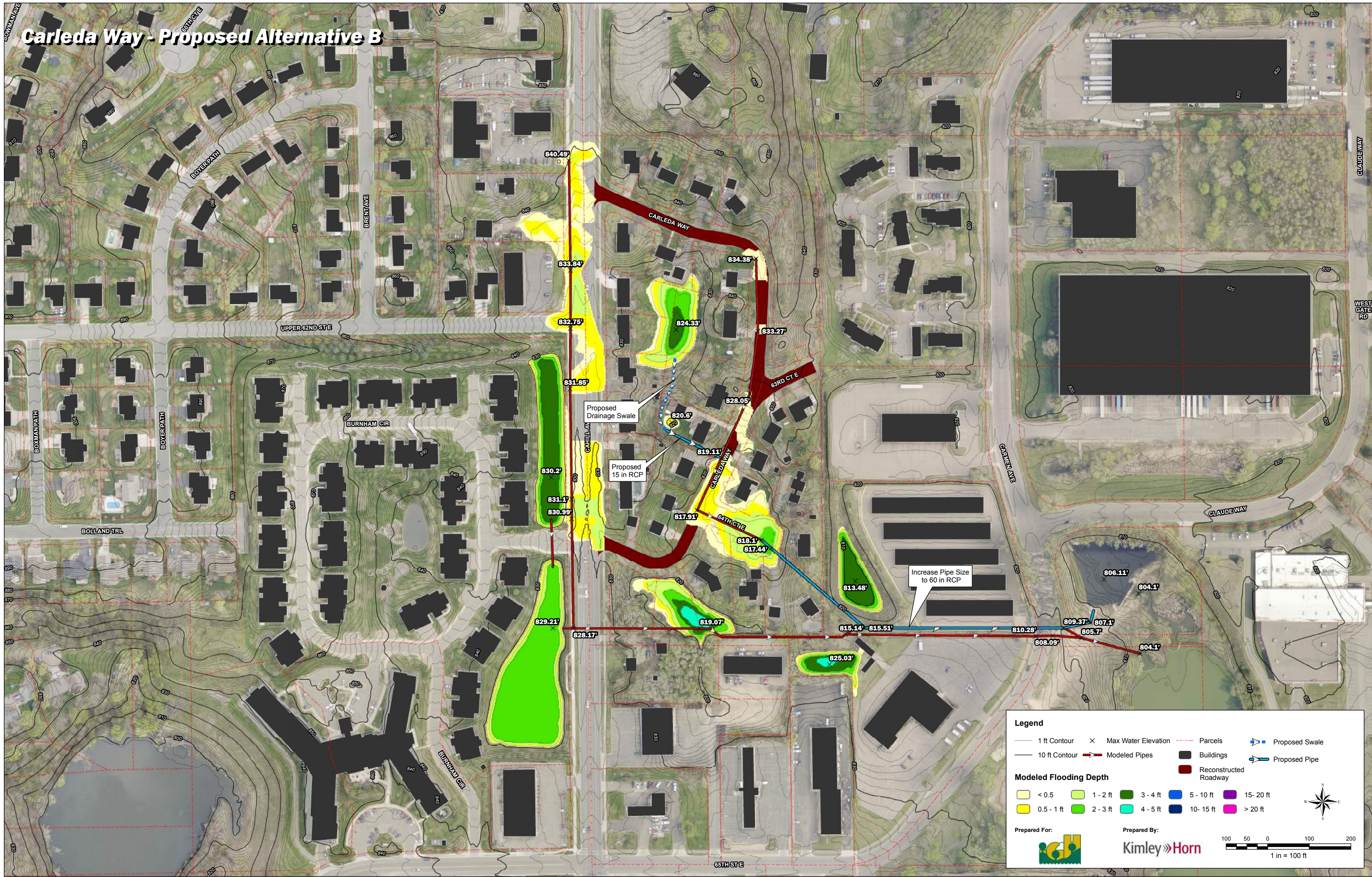
< 0.5	1 - 2 ft	3 - 4 ft	5 - 10 ft	15 - 20 ft
0.5 - 1 ft	2 - 3 ft	4 - 5 ft	10 - 15 ft	> 20 ft

Prepared For:

Prepared By: **Kimley»Horn**

100 50 0 100 200
1 in = 100 ft

Carleda Way - Proposed Alternative B



Legend

1 ft Contour

10 ft Contour

Modeled Pipes

Reconstructed Roadway

× Max Water Elevation

Modeled Pipes

Reconstructed Roadway

Parcels

Buildings

Reconstructed Roadway

Proposed Swale

Proposed Pipe

Proposed Pipe

Modeled Flooding Depth

< 0.5	1 - 2 ft	3 - 4 ft	5 - 10 ft	15 - 20 ft
0.5 - 1 ft	2 - 3 ft	4 - 5 ft	10 - 15 ft	> 20 ft

Prepared For:

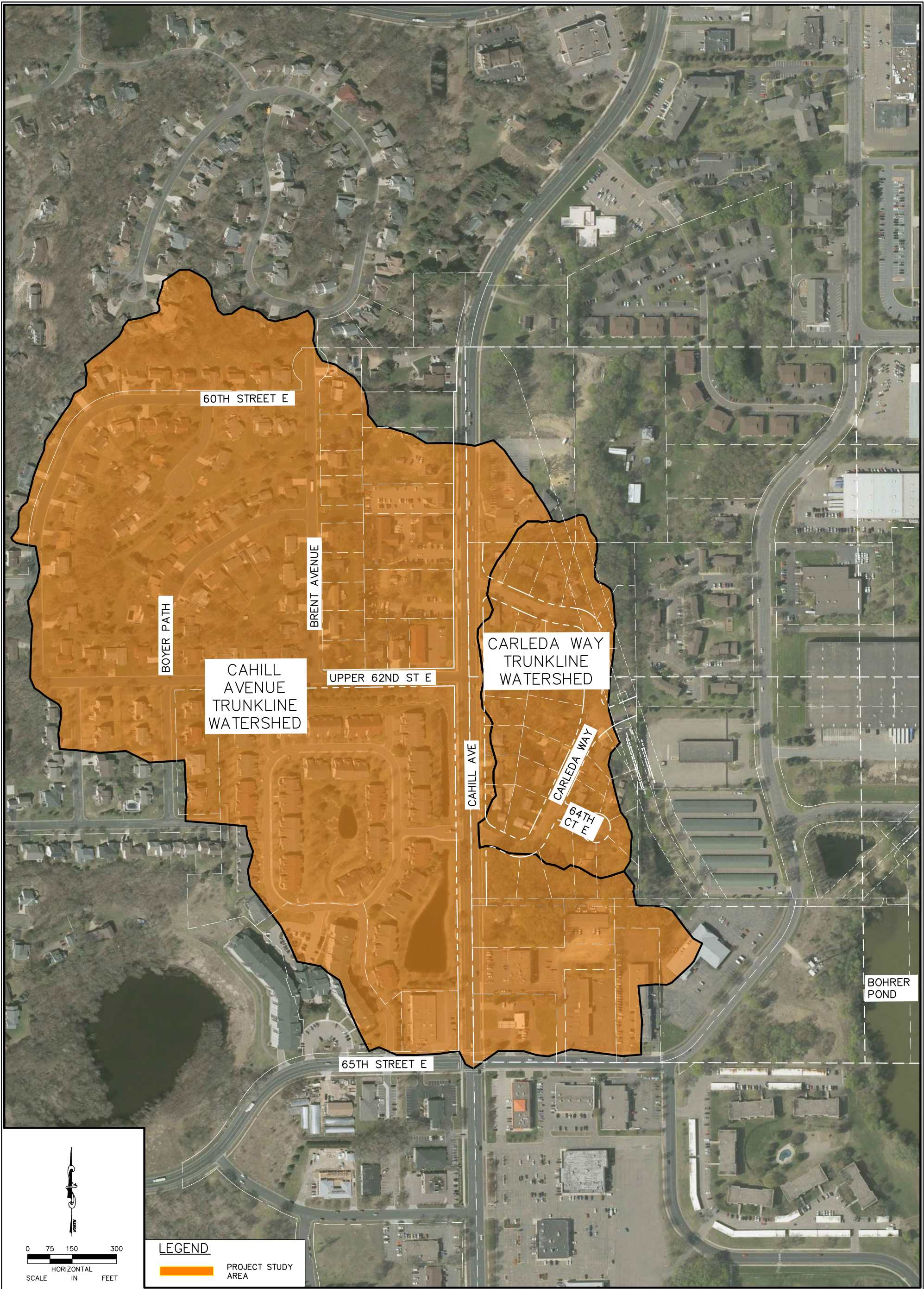
Prepared By:

Kimley»Horn

100 50 0 100 200

1 in = 100 ft

APPENDIX B – EXHIBITS

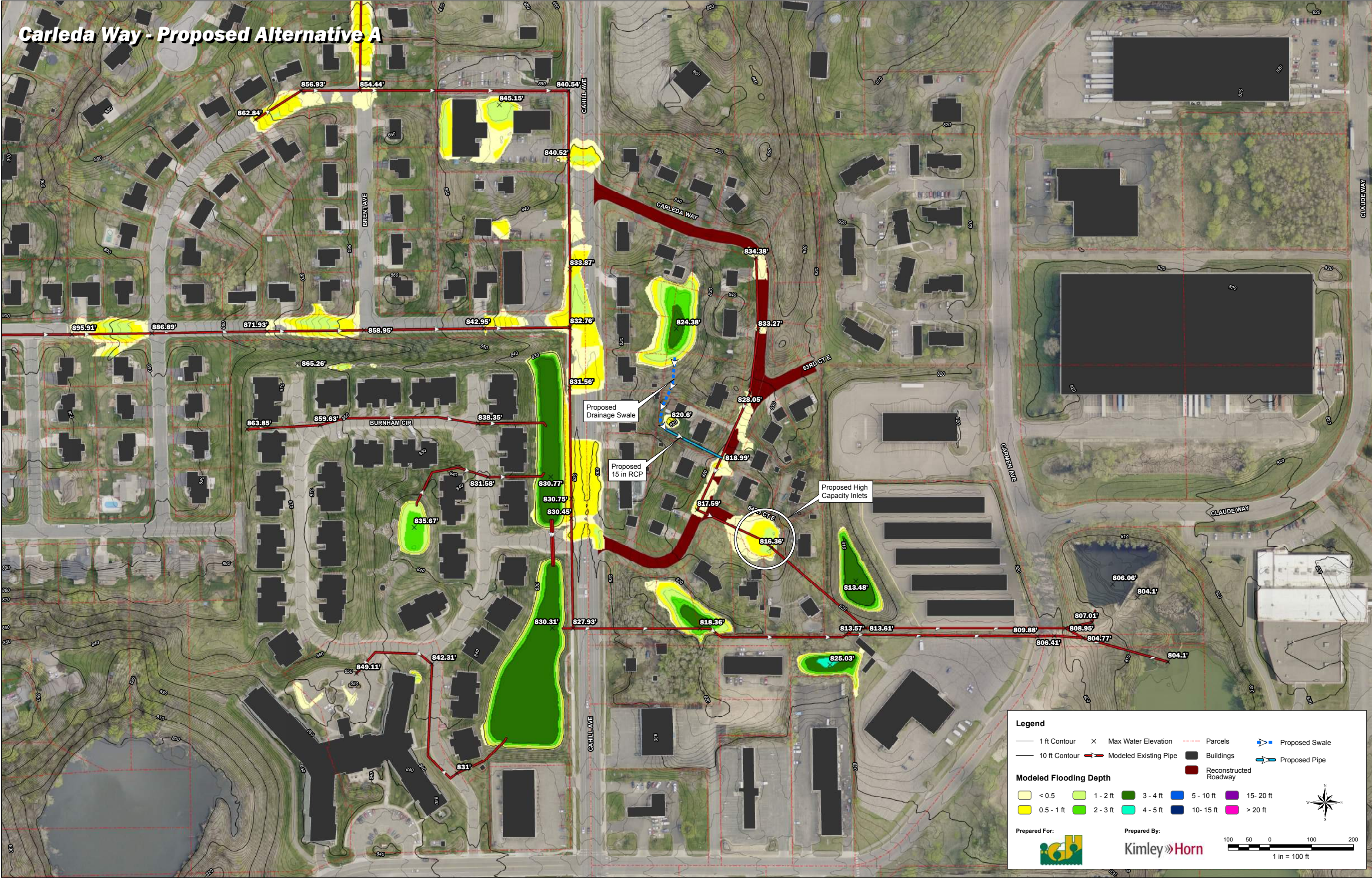




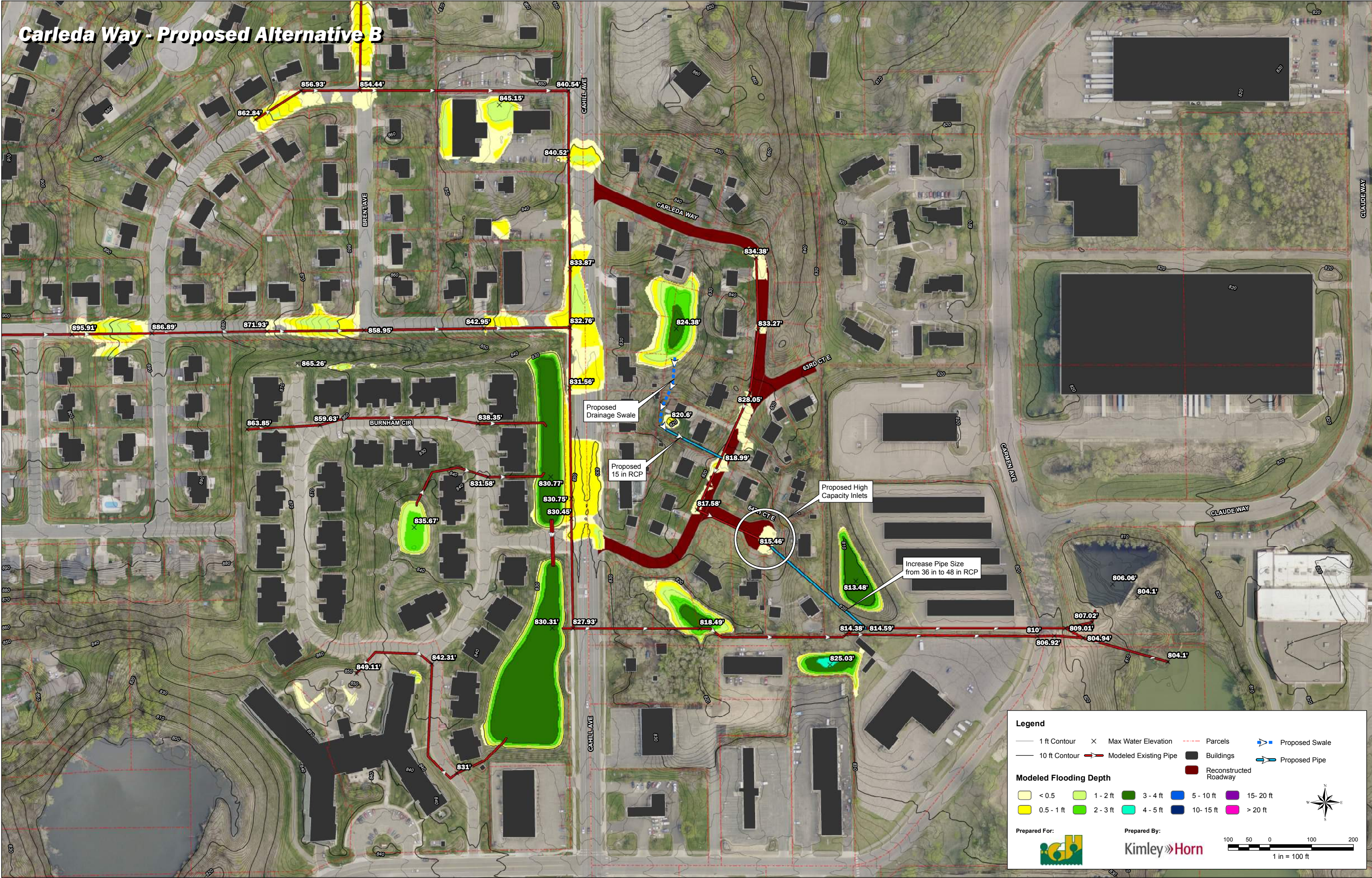


APPENDIX C – ALTERNATIVES FIGURES

Carleda Way - Proposed Alternative A



Carleda Way - Proposed Alternative B



Carleda Way - Proposed Alternative C

The map displays an aerial view of a residential and commercial area with topographic contours and property boundaries. Key streets shown include Carleda Way, Brentave, Burnham Cir, and Claude Way. The map highlights proposed infrastructure for flood control, including a drainage swale, a 15-inch RCP pipe, curb cuts, and a graded retention area. Flooding depths are indicated by color-coded areas: light yellow for depths less than 0.5 feet, yellow for 0.5 to 1 foot, light green for 1 to 2 feet, green for 2 to 3 feet, dark green for 3 to 4 feet, blue for 4 to 5 feet, dark blue for 5 to 10 feet, purple for 10 to 15 feet, and magenta for depths greater than 15 feet. A legend in the bottom right corner provides a key for all symbols and colors used on the map.

Legend

- 1 ft Contour
- 10 ft Contour
- Max Water Elevation
- Modeled Existing Pipe
- Reconstructed Roadway
- Parcels
- Buildings
- Proposed Swale
- Proposed Pipe
- Removed Pipe

Modeled Flooding Depth

- < 0.5
- 0.5 - 1 ft
- 1 - 2 ft
- 2 - 3 ft
- 3 - 4 ft
- 4 - 5 ft
- 5 - 10 ft
- 10 - 15 ft
- 15 - 20 ft
- > 20 ft

Prepared By: Kimley-Horn

Scale: 1 in = 100 ft

Propose
15 in RC

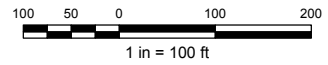
Proposed Curb Cuts
or High Capacity Inlets
& Reroute to Proposed
Retention Area

Proposed Graded Retention Area

— 1 ft Contour X Max Water Elevation - - - Parcels  Proposed Swale
 — 10 ft Contour  Modeled Existing Pipe  Buildings  Proposed Pipe
  Reconstructed Roadway  Removed Pipe

 < 0.5
  1 - 2 ft
  3 - 4 ft
  5 - 10 ft
  15 - 20 ft
 0.5 - 1 ft
 2 - 3 ft
 4 - 5 ft
 10 - 15 ft
 > 20 ft

Kimley»Horn



APPENDIX D – PUBLIC INVOLVEMENT SUMMARY

CP 2016-13 Cahill Trunk Drainage Improvements
Conference Call Notes – September 8th, 2020
6420 Carleda Way – Mark Blaisdell

- A brief history of CP 2016-13 was discussed with Mark to provide some background regarding the initial mailing.
- A summary of the anticipated project process was provided summarizing the feasibility study phase, right-of-way acquisition discussions that would occur following Council ordering the project, and construction that is anticipated for next summer.
- The extent of the proposed pond grading was discussed. It was noted that the majority of the grading work will not occur on the Blaisdell property and the grading would be occurring in the vacant parcels to the west.
- Mark asked if all the trees in the vacant lots would be cleared. It was discussed that any trees in the construction limits would be cleared and grubbed.
- Mark mentioned the vacant parcels have a mix of living trees, dead trees, and trees that have fallen down.
- It was discussed that ponding on the Blaisdell property is proposed to utilize the existing contours of the land and physical grading impacts are not anticipated.
- It was noted that the low area functions as a stormwater collection area today and the project is proposing to take advantage of the existing condition by expanding this area.
- It was noted the improvements shown on the layout are preliminary and subject to final revisions.
- Mark noted that in smaller storm events, water in the existing low area drains down within a few days. In larger storm events however, it can take a couple of weeks for the low area to drain down.
- It was discussed that a geotechnical investigation of the soils will be performed to inform the proposed pond design (infiltration vs. filtration). It was also noted the City will be performing an environmental assessment of the subject property to identify any environmental concerns.
- Mark expressed concerns about mosquito control and the City constructing a permanently wet pond next to his property. It was noted that either infiltration or filtration basin pond designs are being considering would not hold water long term.
- Mark asked specific questions about items relating to his property that would be impacted (compost pile, private utility service, etc.). It was discussed that once the extents of the proposed permanent and temporary easements are defined, an appraisal and inspection would be completed and take into account any items on the property that may be impacted. Further discussions on those specific items will occur at that time.
- Mark understands the need for the stormwater pond and noted that 10-15 years ago, a large rain event did cause ponding in the 64th Court East cul-de-sac to be within 10-feet of the 6320 Carleda Way property. He agrees the City needs to be proactive to avoid a flooding issue in the future with his neighbors.
- Mark noted the high capacity catch basins on Cahill Avenue have improved drainage in the Carleda Way neighborhood and he has not observed a flooding issue in the 64th Court cul-de-sac since they were installed.

- The concept of a permanent drainage and utility easement was explained and discussed with Mark.
- Mark noted his initial questions had been answered and he would reach out to the City or Kimley-Horn if there were further items to discuss.

CP 2016-13 Cahill Trunk Drainage Improvements
Meeting Notes – September 18th, 2020
Vacant Parcels - Greg and Kyla Mitcheltree

- A brief history of CP 2016-13 was discussed with Greg and Kyla to provide some background regarding the initial mailing.
- A summary of the anticipated project process was provided summarizing the feasibility study phase, right-of-way acquisition discussions that would occur following Council ordering the project, and construction that is anticipated for next summer.
- The extent of the proposed pond grading was discussed.
- Greg and Kyla noted concerns about tree removal and asked which trees would be removed. It was noted that any trees within the proposed construction limits would be removed.
- Greg and Kyle noted people frequently dump trash on their property and their uncle place a lot of clean fill on the property.
- It was noted that the low area functions as a stormwater collection area today and the project is proposing to take advantage of the existing condition by expanding this area.
- It was noted the improvements shown on the layout are preliminary and subject to final revisions.
- It was noted that Greg and Kyle do not want standing water in the area due to a safety hazard for their younger relatives that play there. It was noted the design was for a treatment pond and not a wet pond. Only intermittent standing water will occur during and shortly after rain events after which it will drain out of the pond.
- It was discussed that a geotechnical investigation of the soils will be performed to inform the proposed pond design (infiltration vs. filtration). It was also noted the City will be performing an environmental assessment of the subject property to identify any environmental concerns.
- The concept of a permanent drainage and utility easement was explained and discussed with Greg and Kyla. The property owners are not interested in selling the properties completely and would prefer a City easement with them still retaining ownership.
- The potential for eminent domain was discussed and Greg was very turned off by this idea and would prefer to work things out via negotiations.
- We discussed completing a tree survey to inventory the trees in the area and have a better understanding of which trees would be impacted.
- Greg and Kyla asked the City to revise the design to limit the amount of impacts to existing trees as possible. The City committed to looking at a revised grading plan that would limit tree removal and still accomplish the goals of reducing flooding in the cul-de-sac.
- Greg and Kyla noted their mother and their brother also have a stake in the property and would need to be a part of any easement negotiations.
- The City committed to having a second meeting with Greg and Kyla to discuss a revised grading plan that limits impacts to trees prior to bringing a feasibility study to City Council.
- Greg and Kyla noted the nature that uses the wooded areas and would like to preserve nature activity on the property to the extent possible.

CP 2016-13 Cahill Trunk Drainage Improvements

Conference Call Notes – October 23rd, 2020

Attendees: Steve Dodge (IGH), Luke Moren (Kimley-Horn), Greg Mitcheltree (Property Owner)

- Conference call was held to address specific questions asked by Greg's mother Diane who the majority stakeholder in the land is.
- Greg asked if the property taxes would change if the City purchased easement over the land. While it is anticipated they would have no impact, the City encouraged the land owner to contact the County in the event that an easement is purchased to potentially modify the proposed taxes being levied against the property.
- Greg asked if the City purchasing an easement makes the owner more liable in the event an injury or accident happened in the proposed pond and someone sued. It was noted by Steve that the City purchasing an easement for stormwater purposes now generally does make the City liable for these sorts of situations if an incident occurred related to the stormwater pond. However, it was noted the Mitcheltree's would still be the landowner and could be brought into any future lawsuit. It was noted by Steve that this sort of situation is highly unlikely and has not occurred in his tenure with the City of Inver Grove Heights.
- Greg asked for further explanation as to where the water was coming from for the pond. It was noted that the main purpose of the proposed pond is to provide flood storage relief for the 64th Court cul-de-sac. In typical rainfalls, the stormwater being discharged into the proposed pond area only consists of the small portion of Carleda Way. It's only in larger rainfall events (100-yr storm) that overflow runoff from the Cahill Avenue intersection is discharged into the pond.
- Greg asked why the flood issue is their problem. It was noted that the issue is a City regional stormwater issue and multiple different solutions have been evaluated to fix the problem. The existing low-lying area on the Mitcheltree land has been identified as the most cost effective and beneficial for the affected City residents as a whole. The intent is to work with the Mitcheltree's to come to a negotiable solution that works fairly with the property owners and addresses the flood issues in the area.
- Greg iterated the property owners want to maintain nature activity in the area and would be interested in discussing specific seedings and plants in the stormwater basin during final design.
- Greg asked how the easement changes the value of their property. It was noted that an appraisal needs to occur to evaluate the land value. This would include evaluating the land for future residential building and reviewing the existing conditions as a low-lying area.
- Steve discussed options to combine the parcels and how this could potentially allow for additional buildable space on the property.
- Steve noted part of the City purchasing an easement means the City will also be maintaining the vegetation and infrastructure.
- It was noted that only stormwater runoff would be discharged into the area and sanitary and storm sewer are handled in separate piping systems.
- Greg noted he still needed to review the staking more in the field but felt the tree impacts with the revised pond grading was reasonable due to the void of trees in the middle of the property.
- Greg noted he is 90% on board with the project and his sister is as well. He will be following up with his mother and will follow up with more questions if needed. His mother was not interested in speaking with City staff.

- The overall project schedule was discussed, and it was noted City staff would like to present a feasibility report to Council on November 9th with a public hearing on December 14th. Greg felt this was reasonable and committed to getting back to the City if his mom has further questions or concerns.

APPENDIX E – DETAILED COST ESTIMATES

**CITY OF INVER GROVE HEIGHTS
CITY PROJECT 2016-13**

CAHILL TRUNK DRAINAGE STUDY

OPINION OF PROBABLE COST - TREATMENT BASIN

<u>ITEM</u>		<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	MOBILIZATION	LS	1	\$ 11,000	\$ 11,000
2	CLEARING AND GRUBBING	ACRE	0.50	\$ 5,000	\$ 2,500
3	REMOVE OUTLET CONTROL STRUCTURE	EA	1	\$ 1,500	\$ 1,500
4	POND EXCAVATION	CY	1,700	\$ 15	\$ 25,500
5	HAUL AND DISPOSE OF CONTAMINATED MATERIAL	CY	1,275	\$ 45	\$ 57,375
6	HIGH CAPACITY CATCH BASIN	EA	4	\$ 7,000	\$ 28,000
7	36" RC PIPE SEWER	LF	100	\$ 50	\$ 5,000
8	36" RC PIPE APRON AND TRASH GUARD	EA	1	\$ 3,000	\$ 3,000
9	RIPRAP	CY	15	\$ 120	\$ 1,800
10	CONNECT TO EXISTING STORM SEWER	EA	2	\$ 1,500	\$ 3,000
11	PRETREATMENT MANHOLE (HYDRODYNAMIC SEPARATOR)	EA	1	\$ 20,000	\$ 20,000
12	OUTLET CONTROL STRUCTURE	EA	1	\$ 10,000	\$ 10,000
13	FILTER MEDIA/SAND (18")	CY	500	\$ 40	\$ 20,000
14	6" DRAIN TILE	LF	400	\$ 10	\$ 4,000
15	CLEANOUT ASSEMBLY	EA	4	\$ 750	\$ 3,000
16	TURF ESTABLISHMENT AND EROSION CONTROL	SY	3,000	\$ 7	\$ 21,000
Subtotal					\$ 216,675
10% Construction Contingency					\$ 22,000
Right-of-Way Acquisition and Property Cost					\$ 96,750
Preliminary Drainage Study					\$ 39,750
Indirect Costs (43%)					\$ 103,000
Total Project Cost					\$ 478,175

Right-of-Way Acquisition and Property Cost Summary				
<u>Property</u>	<u>PE Area (SF)</u>	<u>PE Cost</u>	<u>Additional Damages¹</u>	<u>Total</u>
Permanent Easement - PID 201950003100 ²	11000	\$46,000.00	\$12,500.00	\$58,500.00
Permanenet Easement - PID 201950003110 ³	3900	\$5,300.00	\$3,750.00	\$9,050.00
Permanent Easement - 6420 Carleda Way ³	4000	\$4,200.00	\$1,000.00	\$5,200.00
Permanent Easement - 6410 Carleda Way ³	300	\$1,000.00		\$1,000.00
Right-of-Way Acquisition Cost (30%)				\$23,000.00
Total Right-of-Way Acquisition and Property Cost				\$96,750.00

Assumptions and Notes

¹ Accounts or tree removal or other property owner identified damanges

² Assumes property is appraised as a full acquisition due to extents of permanent easement.

³ Permanent easement based on proposed 100-yr HWL extents and preliminary design. Unit cost for permanent easement is based on 50% of Dakota County 2020 land value estimate. Final easement limits to be determined during final design phase.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Tree Survey from WSB for City Project No. 2016-19 - 65th Street Construction (between T.H. 3 and Babcock Trail)

Meeting Date: August 24, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by:

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Fund 408

PURPOSE/ACTION REQUESTED

Accept tree survey from WSB for City Project No. 2016-19 - 65th Street Construction (between T.H. 3 and Babcock Trail).

SUMMARY

In February 2020, a draft feasibility study for 65th Street from T.H. 3 to Babcock Trail was presented to the City Council. After discussions, the Council directed staff to have meetings with affected landowners and review the Natural Resources Study related to an Oak savanna illustrated in the Natural Resources Study.

Staff is in the process of meeting with landowners. We have had meetings with four of the large parcel owners and several more have not responded to set up a meeting. A virtual meeting is being arranged by WSB. The feedback on this tree designation warranted conducting a tree survey to accurately identify large trees which may be affected by the project. That tree survey is completed, and it will be shared after the Council receives it.

A proposal from WSB & Associates, Inc. was approved on August 24, 2020. WSB has identified significant and heritage trees along the 65th Street corridor in the area identified in the Natural Resources Report. Trees have been located, tagged, and surveyed using a GPS unit. Invasive species such as buckthorn, box elder, and cottonwood will be not inventoried.

I recommend that the City Council receive the tree survey so it can be shared with the residents. Action in the Feasibility Study for this segment of 65th Street has been delayed due to COVID-19. The study will be presented after the meetings with residents are complete. It is recommended that the final feasibility study presentation be tabled to the first regular meeting in February 2021.

TJK/kf

Attachments: Resolution
 Tree Survey Memo from WSB

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

CONSIDER RESOLUTION ACCEPTING TREE SURVEY BY WSB FOR PROJECT NO. 2016-19 – 65TH STREET BETWEEN TRUNK HIGHWAY 3 AND BABCOCK TRAIL

RESOLUTION NO. _____

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

WHEREAS, City Council extended the date for returning the feasibility study to the first regular meeting in October; and

WHEREAS, staff requested a proposal from WSB to complete a tree survey to identify significant and heritage trees along the 65th Street road corridor; and

WHEREAS, the proposal from WSB was approved on August 24, 2020.

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

1. Said tree survey is hereby approved by the City Council of the City of Inver Grove Heights.
2. Funding for this proposal will come Fund 408.

Adopted by the City Council of Inver Grove Heights this 9th day of November 2020.

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Memorandum

To: Tom Kaldunski, City of Inver Grove Heights

From: Shawn Williams, WSB

Copy: Brad Reifsteck, WSB

Date: September 24, 2020

Re: City of Inver Grove Heights
65th Street Improvements Tree Survey
WSB Project No. R-016772-000

Tree Survey Purpose

On September 10 and 11, 2020 WSB completed a tree survey for the location identified in **Figure 1**. The tree survey extent included the project temporary easement area within the EA7 Impact Area. The total length is about 650 feet. The purpose of the tree survey is for the planned 65th Street extension through the EA7 forested area of the project. The City will use the tree survey data in planning for potential tree removal, understanding the species and quality of habitat present, and for restoration planning.

Methodology

Setting and Conditions

The general setting includes undulating topography, and a forested ravine feature. The tree survey limits included historical disturbance and thick understory of European buckthorn and tatarian honeysuckle. The trees identified were mostly moderate quality/common species

Significant/Heritage Tree Definitions

WSB evaluated all significant and Heritage trees within the site. The City defines a *significant tree* as:

A healthy deciduous tree measuring eight inches (8") or greater in diameter, at a point four and one-half feet (4.5') above grade (diameter-at-breast-height – dbh), or a healthy coniferous tree measuring ten feet (10') in height or greater. A significant tree does not include box elder (ash-leaf maple) or (eastern) cottonwood.

The City defines a *heritage tree* as:

Healthy, large, hardwood trees which equal or exceed twenty seven inches (27") dbh and large coniferous trees which equal or exceed twenty four inches (24") dbh which have been determined to be of high value because of their type, size (dbh), age or other professional criteria. A tree in fair or better condition must meet the following criteria:

- A. A life expectancy of greater than ten (10) years.
- B. A relatively sound and solid trunk with no extensive decay or hollow.
- C. No major insect or pathological problem.

- D. A lesser size tree can be considered a heritage tree if a certified forester determines it is a rare or unusual species or of exceptional quality.

Using a dbh tape, WSB measured each tree (dbh) and incorporated each significant/heritage tree into the database (**Attachment A**). Obviously dead trees were excluded. WSB used a sub-meter accuracy handheld GPS to record the location of each significant/heritage tree. A shapefile of these data will be provided to the City for planning purposes. WSB recorded the species, size, health (noted if not healthy), and location. In addition, if a tree was multi-trunk that was recorded and each trunk was measured and tallied.

Results

The locations of the trees are generally depicted in **Figure 1**. Some of the trees appear to be planted, especially rows of eastern white pine and white spruce.

The tabular data are included in **Attachment A**. In summary, there were 152 trees surveyed within the temporary easement area. An additional 88 trees were surveyed near the temporary easement limits, but technically outside, per the request of Mr. Reifsteck (WSB), for contingent planning (i.e. if slopes needed to be graded laterally, etc.). **Table 1** includes the tree survey species distribution summary.

Table 1 – Tree Survey Species Distribution Summary – Within Temporary Easement

Species Common Name	Species Scientific Name	Number of Trees	Total Inches
American elm	<i>Ulmus americana</i>	18	180
Black cherry	<i>Prunus serotina</i>	8	91
Bur oak	<i>Quercus macrocarpa</i>	2	30
Colorado spruce	<i>Picea pungens</i>	3	14
Eastern red cedar	<i>Juniperus virginiana</i>	1	8
Eastern white pine	<i>Pinus strobus</i>	7	54
Green ash	<i>Fraxinus pennsylvanica</i>	19	223
Hackberry	<i>Celtis occidentalis</i>	3	28
Norway spruce	<i>Picea abies</i>	3	11
Pin oak	<i>Quercus ellipsoidalis</i>	33	671
Quaking aspen	<i>Populus tremuloides</i>	2	19
Red oak	<i>Quercus rubra</i>	19	332
Siberian elm	<i>Ulmus pumila</i>	2	30
Sugar maple	<i>Acer saccharum</i>	1	11
White ash	<i>Fraxinus americana</i>	2	34
White oak	<i>Quercus alba</i>	12	132
White spruce	<i>Picea glauca</i>	17	89
Total		152	1,957

Three pin oaks and one red oak are potential Heritage trees within the temporary easement limits. They are tree IDs 41, 86, 103, and 192.

Table 2 – Tree Survey Species Distribution Summary – Outside Temporary Easement

Species Common Name	Species Scientific Name	Number of Trees	Total Inches
American basswood	<i>Tilia americana</i>	4	51
American elm	<i>Ulmus americana</i>	5	46
Black cherry	<i>Prunus serotina</i>	3	46
Eastern red cedar	<i>Juniperus virginiana</i>	12	76
Eastern white pine	<i>Pinus strobus</i>	15	159
Green ash	<i>Fraxinus pennsylvanica</i>	10	105
Hackberry	<i>Celtis occidentalis</i>	3	70
Pin oak	<i>Quercus ellipsoidalis</i>	21	308
Quaking aspen	<i>Populus tremuloides</i>	2	22
Red oak	<i>Quercus rubra</i>	6	109
Siberian elm	<i>Ulmus pumila</i>	1	19
White oak	<i>Quercus alba</i>	5	49
White spruce	<i>Picea glauca</i>	1	3
Total		88	1,063

Two pin oaks are potential Heritage trees outside of the temporary easement limits. They are tree IDs 209 and 216.

Summary

In summary, WSB surveyed 240 significant trees, of which 152 are located within the temporary easement area, and 88 are outside. A total of 1,957 caliper inches were surveyed within the temporary easement area and 1,063 outside. Tree IDs 120 and 184, both pin oaks within the easement, were noted with obvious poor health. Six potential heritage trees were surveyed.

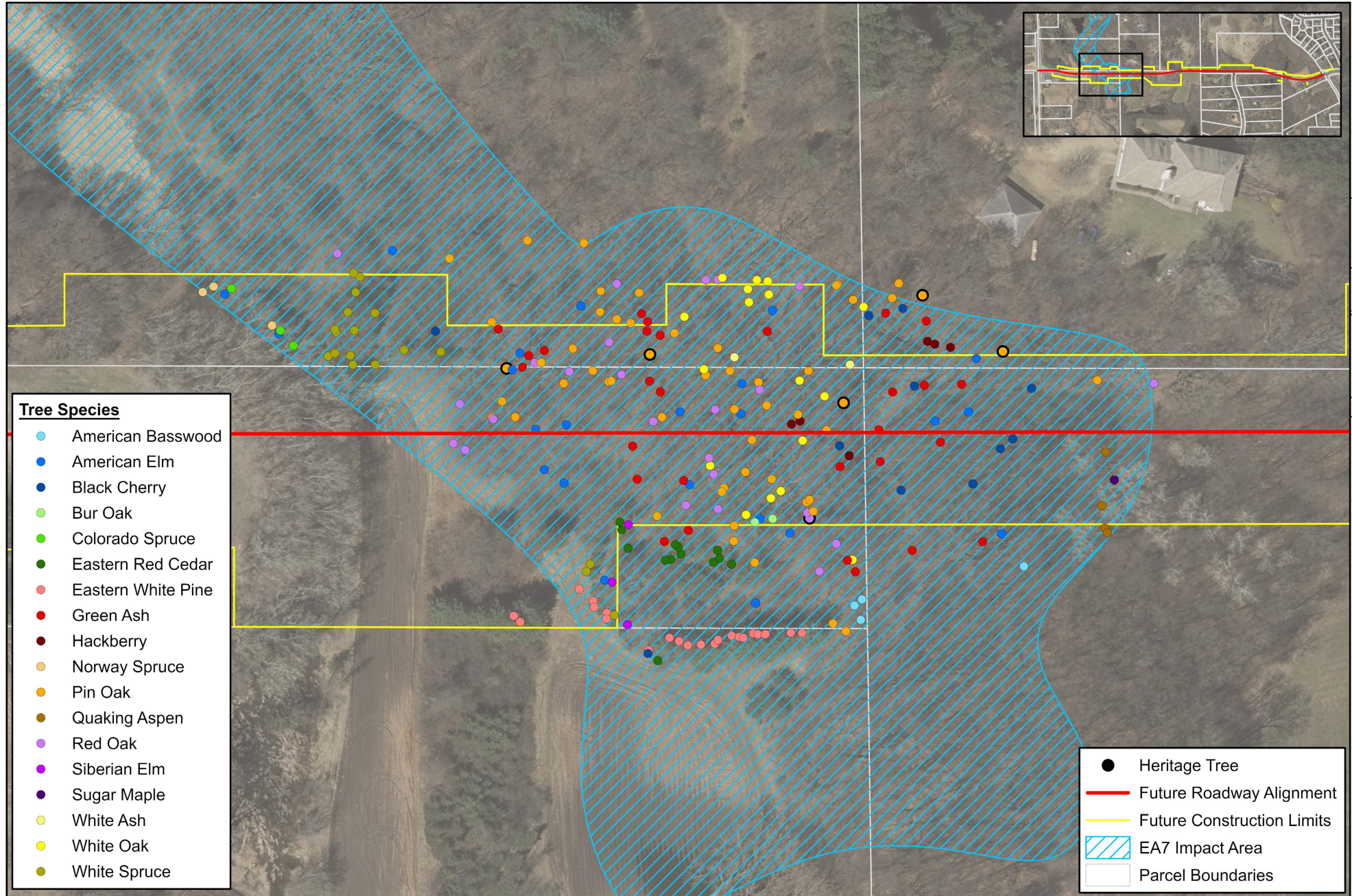
There are trees shown in the background aerial of **Figure 1** without a color-coded species dot. These trees were not either not significant (i.e., large box elder tree excluded, etc.) or comprised areas of low significant tree density, due to either open fields or understory shrub/saplings.

WSB will determine which trees will be subject to removal and assist in preparation of the tree removal assessment form, as the project grading plan is developed.

If you have questions regarding this tree survey, please contact me at 763-287-8531 or swilliams@wsbeng.com.

Figure 1: Tree Survey Map

Attachment A: Tabular Data (Excel file) and GIS Data



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Receiving Hydrologic Technical Memo, Ordering Feasibility Study, Accepting Engineering Services Proposal from Barr Engineering Co. for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.)

Meeting Date: November 9, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer
 651.315.6336
 Prepared by: Jacob Moser, Civil Engineer
 Reviewed by: Scott D. Thureen, Public Works
 Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Special Assessments, Stormwater Utility Fund, Water Fund

PURPOSE/ACTION REQUESTED

Consider a resolution receiving hydrologic technical memo, ordering feasibility study, and accepting engineering services proposal from Barr Engineering Co. for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

SUMMARY

At the September 9, 2019 meeting, the Council authorized Barr Engineering to study the existing and future conditions hydrology and storm sewer hydraulic design for two ponds adjacent to the Good Samaritan Society nursing home facility located at 1301 50th Street East. The City requested that Barr perform this study to support a future project to repair or replace a storm sewer system connecting the two ponds. The study has been completed and is summarized in a technical memorandum.

Concept design level cost estimates indicate that a project will require special assessments as part of the funding package. A feasibility study is needed for the public improvement following MN Statutes, Chapter 429.

Engineering staff requested a proposal from Barr Engineering to prepare a feasibility study to review project alternatives, estimated costs, and preliminary special assessments. A proposal for the engineering services in the amount of \$28,700 was received from Barr Engineering. Staff has selected Barr Engineering 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.

I recommend passage of the resolution receiving hydrologic technical memo, ordering feasibility study, and accepting engineering services proposal from Barr Engineering Co. for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

JM/jm

Attachments: Resolution
 Barr Engineering Technical Memorandum
 Proposal from Barr Engineering for Engineering Services

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION RECEIVING HYDROLOGIC TECHNICAL MEMO, ORDERING FEASIBILITY
STUDY, ACCEPTING ENGINEERING SERVICES PROPOSAL FROM BARR ENGINEERING CO.
FOR CITY PROJECT NO. 2020-06 GOOD SAMARITAN POND (1301 50TH ST.)**

RESOLUTION NO. _____

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>
2020-06	Good Samaritan Pond (1301 50th St.)

WHEREAS, the City has requested and received a hydrologic study and technical memorandum proposal from Barr Engineering Co.; and

WHEREAS, the City has requested and received an engineering services proposal from Barr Engineering Co. in the amount of \$28,700 to prepare a feasibility study; and

WHEREAS, the project is City Council initiated for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.)

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 study, and complete related professional engineering services for the proposed public storm sewer improvements.
2. Staff and Barr Engineering Co. are authorized to prepare the feasibility study, preliminary design and prepare a cost estimate.
3. Project funding is provided through the Stormwater Utility Fund, Water Fund, and special assessments.

Adopted this 9th day of November 2020 by the City Council of Inver Grove Heights, MN

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Technical Memorandum

To: Tom Kaldunski, PE, Mike Edwards, and Jacob Moser
From: Greg Fransen and Karen Chandler
Subject: Good Samaritan Society Ponds H & H Study
Date: October 20, 2020
Project: 23190328.19-PROJ-059

This memorandum summarizes Barr Engineering's (Barr) study of the existing and future conditions hydrology and storm sewer hydraulic design for two ponds adjacent to the Good Samaritan Society nursing home facility located at 1301 50th Street East, in Inver Grove Heights. The City of Inver Grove Heights (City) requested that Barr perform this study to support a future project to repair or replace a storm sewer system connecting the two ponds.

Study Area Description

The 32.7-acre study area lies within the Highway 110-494 drainage area of Inver Grove Heights, southeast of the intersection of South Robert Trail and Mendota Road East, and west of Stark Lake and the southern portion of the Southview Country Club golf course. The study area is mostly highly impervious commercial property, including large parking areas associated with car dealerships, retail businesses, and the nursing home. Figure 1 shows the study area and its storm sewer network.

Approximately 25.1 acres (77 percent) of the study area drains overland or through private storm sewer utilities to the pond in subwatershed T-09-02, located centrally within the study area. The remaining 7.6 acres, including a portion of the 50th Street East storm sewer system, drains to the pond in subwatershed T-09-01, located in the eastern portion of the study area. The T-09-02 pond discharges to the T-09-01 pond through a storm sewer pipe located within a City easement across the Good Samaritan Society property.

Older commercial properties within the study area are not equipped with stormwater treatment facilities. As redevelopment has occurred, the City has required property owners to construct stormwater best management practices (BMPs) such as underground infiltration facilities beneath redeveloped parking areas. However, at present the two ponds provide the majority of water quality treatment and rate control before stormwater is discharged to Stark Lake.

Existing Storm Sewer System

The T-09-02 pond outlet is a 24-inch diameter reinforced concrete pipe (RCP) approximately 366 feet in length with a flared end inlet at invert elevation 967.0 and a flared end outlet at invert elevation 963.0 (pipe slope = 1.175%). The T-09-02 pond is surrounded by high, steep banks and retaining walls at least 15 feet above the normal water level to the east, north, west, and southwest. However, the Good

Samaritan Society property adjacent to the southeast part of the T-09-02 pond is at a much lower elevation and has been impacted by flooding in the past. Table 1 summarizes flooding impacts to the Good Samaritan property for various pond elevations.

Table 1 Flooding Impact Summary for T-09-02 Pond

Pond Elevation (NAVD88)	Impacts	Maximum Flooding Depth on Good Samaritan Property (ft)
967.0	None – Normal Water Elevation	N/A
971.3	Water backs up through catch basin and impacts Good Samaritan Society lower parking lot	0.1
972.0	Water overtops bank next to Good Samaritan Society lower parking lot	0.8
973.5	Water begins to impact Good Samaritan Society upper parking lot	2.3
974.6	Water overtops driveway to Good Samaritan Society upper parking lot and flows into T-09-01 Pond, lower parking lot completely inundated	3.4

The T-09-01 outlet is a screened drop inlet structure at approximately elevation 960 that discharges through an 8-inch diameter PVC pipe to a catch basin structure located on golf course property. A 15-inch diameter HDPE pipe conveys stormwater from the golf course catch basin to Stark Lake. The T-09-01 pond would overflow at its northeast corner at approximately elevation 965.5 and would discharge overland to the golf course. Based on conversations with City staff Barr understands that this overflow location is a natural low point, not a reinforced emergency overflow (EOF). Because the pond overflow elevation is 2.5 feet higher than the 24-inch diameter inlet pipe invert, the inlet pipe can become submerged, but the pipe discharge rate will not be significantly reduced due to the higher water elevation of the T-09-02 pond.

During 2019, City Maintenance Department workers inspected the existing 24-inch diameter RCP under the Good Samaritan property and determined that it was in disrepair and that significant erosion had occurred near the outlet. City staff have also documented that the flared end inlet at the T-09-02 Pond is prone to frequent clogging by debris.

Due to the existing issues with the drainage system, the City identified a need for a storm sewer design that would:

- 1) Reduce inlet clogging at the T-09-02 Pond
- 2) Reduce outlet velocity to below 5 feet per second (fps) to reduce erosion in the T-09-01 Pond

- 3) Control the water elevation on the TP-09-02 pond so that neighboring businesses are not impacted by the 100-year, 24-hour Atlas 14 rainfall event (7.43 inches)

Hydrologic and Hydraulic Modeling Updates

Barr used the Highway 110-494 Drainage Basin XP-SWMM model to evaluate the existing conditions hydrology for the study area and the hydraulic performance of the existing storm sewer system. Barr subdivided watersheds and added storm sewer detail to account for underground infiltration facilities, updated storm sewer alignments, and recent survey data provided by City staff. Barr created a subwatershed divide to delineate the area of the Good Samaritan Society property that is expected to be redeveloped and retrofitted for partial stormwater treatment during 2021. Barr updated impervious surface coverage within the study area based on recent aerial photography and recalculated storage curves for ponds based on DNR LiDAR data. Figure 1 shows the existing conditions subwatersheds and storm sewer utilities.

Alternatives Analysis

Barr performed an alternatives analysis to evaluate potential outlet configurations and pipe sizes for the storm sewer pipe connecting the two ponds. Barr did not model future changes to the impervious surface percentage; due to the existing high impervious surface coverage, Barr assumed that future redevelopment would result in impervious surface coverage remaining the same or possibly decreasing. Therefore, the existing conditions hydrology is conservative because it maximizes the potential runoff volume for the study area.

Barr modeled a conceptual design for a 6-foot diameter skimmer outlet control structure (OCS) for the T-09-02 Pond with a submerged inlet pipe to reduce clogging and a grated top with a rim at elevation 970.0 to provide additional conveyance at high water elevations. Barr modeled the inlet invert elevation of the OCS outlet pipe at 965.0 and an internal weir wall at 967.0 to maintain the existing pond normal water elevation. Two future structures were modeled along the storm sewer pipe. One structure was modeled as a manhole located on the west side of the upper parking lot that would be connected to a future parking lot drainage/infiltration system. The second structure was modeled as a drop structure located about 50 feet from the T-09-01 Pond that would serve as an energy dissipation structure.

Barr simulated three alternatives for comparison to existing conditions:

- Alternative 1 included a 48-inch diameter trunk storm sewer pipe between the T-09-02 OCS and the drop structure, and a 60-inch diameter storm sewer pipe between the drop structure and the T-09-01 Pond. The portion of the parking lot to be redeveloped was modeled as contributing to the manhole on the west side of the parking lot, while the remainder of the parking lot and building area was modeled as contributing to the T-09-02 Pond, as in the existing conditions (Figure 2).
- Alternative 2 included the same 48-inch diameter trunk storm sewer configuration as Alternative 1. However, both the upper and lower parking lots and the western building areas were modeled

as contributing to the manhole on the west side of the parking lot. To accomplish this, the existing pipe connecting the lower parking lot catch basin to the T-09-02 Pond would need to be removed and a new pipe would be constructed to drain to the proposed manhole structure (Figure 3).

- Alternative 3 simulated a similar storm sewer pipe configuration as Alternative 2, except that the trunk storm sewer was reduced in size to a 36-inch diameter pipe with a 48-inch diameter pipe downstream of the drop structure, and a berm between the T-09-02 Pond and the lower parking lot was simulated (Figure 4).

Table 2 summarizes results of the alternatives analysis.

Table 2 Alternatives Analysis Summary for 100-year, 24-hour Atlas 14 Design Event

Simulation	T-09-02 Pond HWL (NAVD 88)	T-09-02 Pond Peak Discharge Rate (cfs)	T-09-01 Pond Peak Inlet Velocity (fps)	T-09-01 Pond HWL (NAVD 88)	T-09-01 Pond Peak Overflow Discharge Rate (cfs)
Existing	973.5	28.6	9.0	965.9	33.4
Alternative 1	971.9	82.6	4.0	966.1	73.2
Alternative 2	971.4	81.1	4.3	966.1	79.1
Alternative 3	972.1	52.8	4.6	966.0	47.7

Conclusions and Recommendations for Further Study

The 100-year, 24-hour simulations predicted that all three alternatives would meet the peak velocity criterion (< 5 fps) at the outlet to the T-09-01 Pond.

Under Alternative 1, the model predicted approximately 0.6 feet of inundation on the lower parking lot and a peak discharge rate at the T-09-01 Pond EOF to the golf course of 73 cfs – more than twice the existing EOF discharge rate. This result is expected because increasing the conveyance between the ponds results in less storage in the T-09-02 Pond.

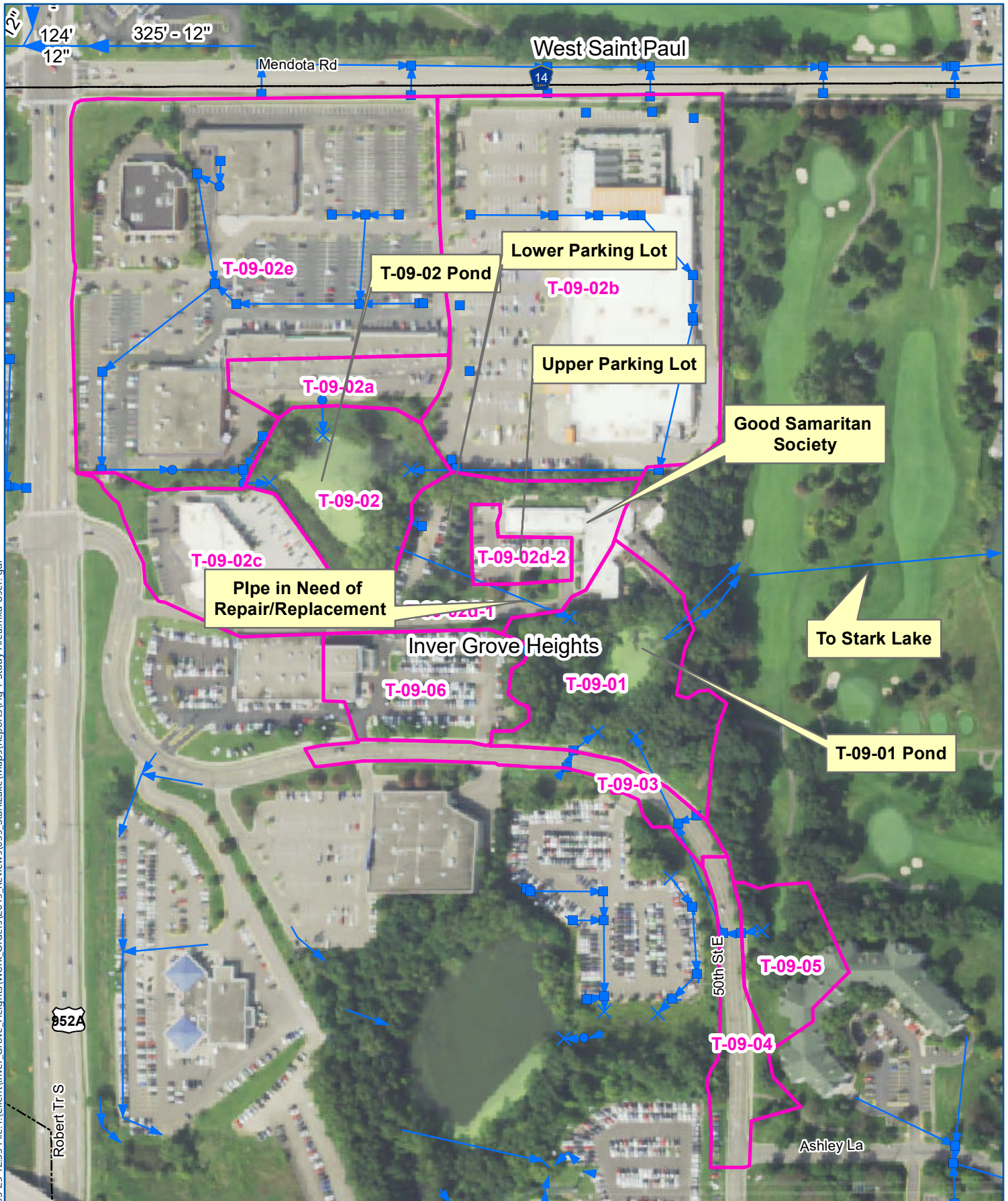
Under Alternative 2, the model predicted only 0.1 feet of inundation on the lower parking lot but an even higher peak EOF discharge rate of 79.1 cfs. This is the result of rerouting runoff from a larger portion of the Good Samaritan Society property directly to the T-09-01 Pond.

Alternative 3 would require construction of a berm or floodwall approximately 120 feet long and 1 foot high with a top elevation of 973.1 between the T-09-02 Pond and the lower parking lot to maintain 1 foot of freeboard above the 100-year HWL. The lower parking lot is kept dry while the T-09-01 Pond EOF discharge rate is increased by approximately 30% compared to the existing conditions.

To: Tom Kaldunski, PE, Mike Edwards, and Jacob Moser
From: Greg Fransen and Karen Chandler
Subject: Good Samaritan Society Ponds H & H Study
Date: October 20, 2020
Page: 5

Future work to improve the performance of the pond system might include modifications to the T-09-01 Pond, such as:

- raising the overflow elevation to provide additional peak flow attenuation and residence time for water quality benefits
- creating a reinforced EOF to protect against erosion, and
- improving the OCS and the downstream pipe conveyance to Stark Lake to decrease the surface overflow discharge rate and flow volume.

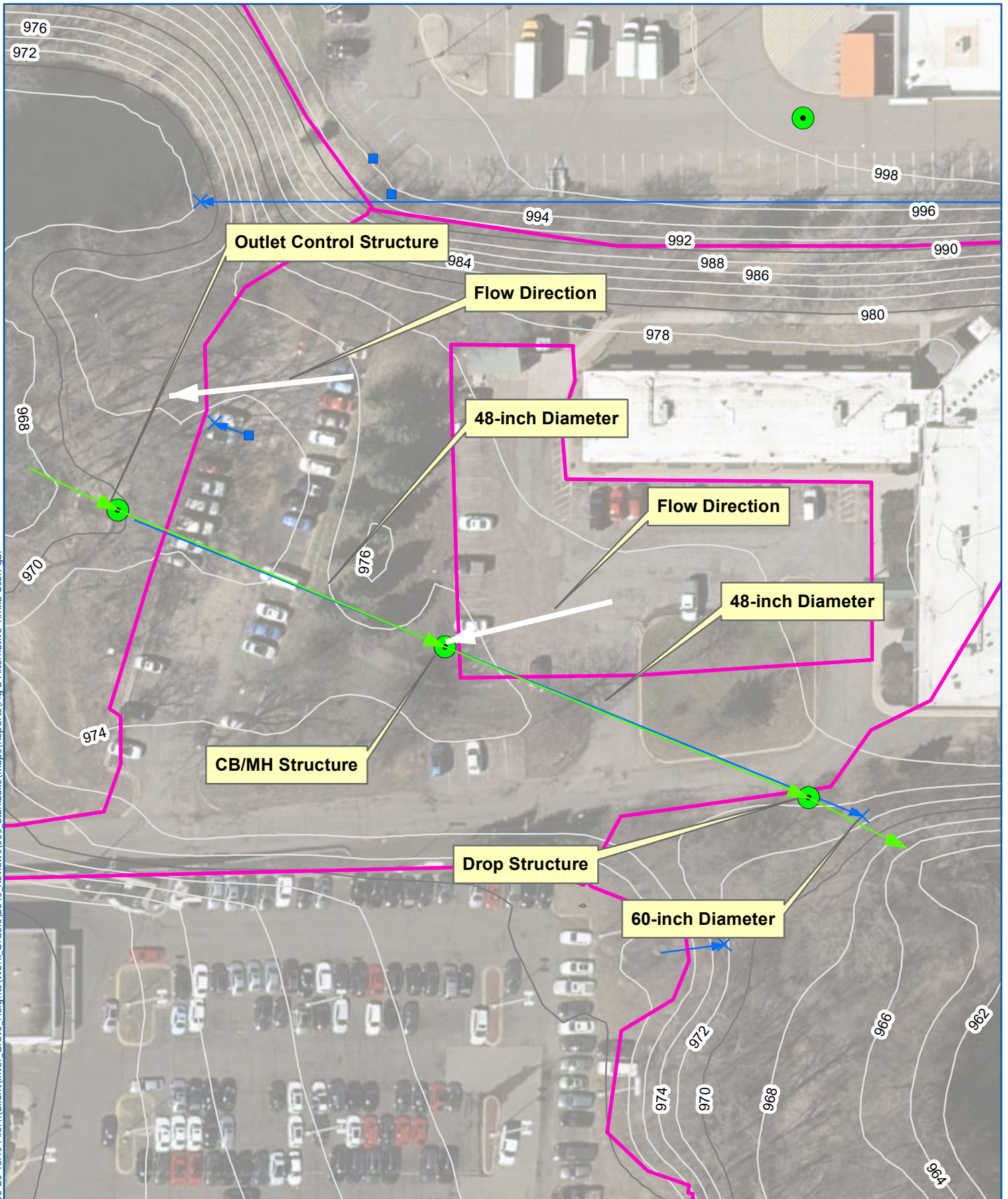


- ✕ Flared End
- Catch Basin
- Storm Sewer
- Study Area Subwatersheds

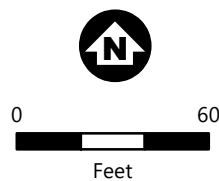


0 250
Feet

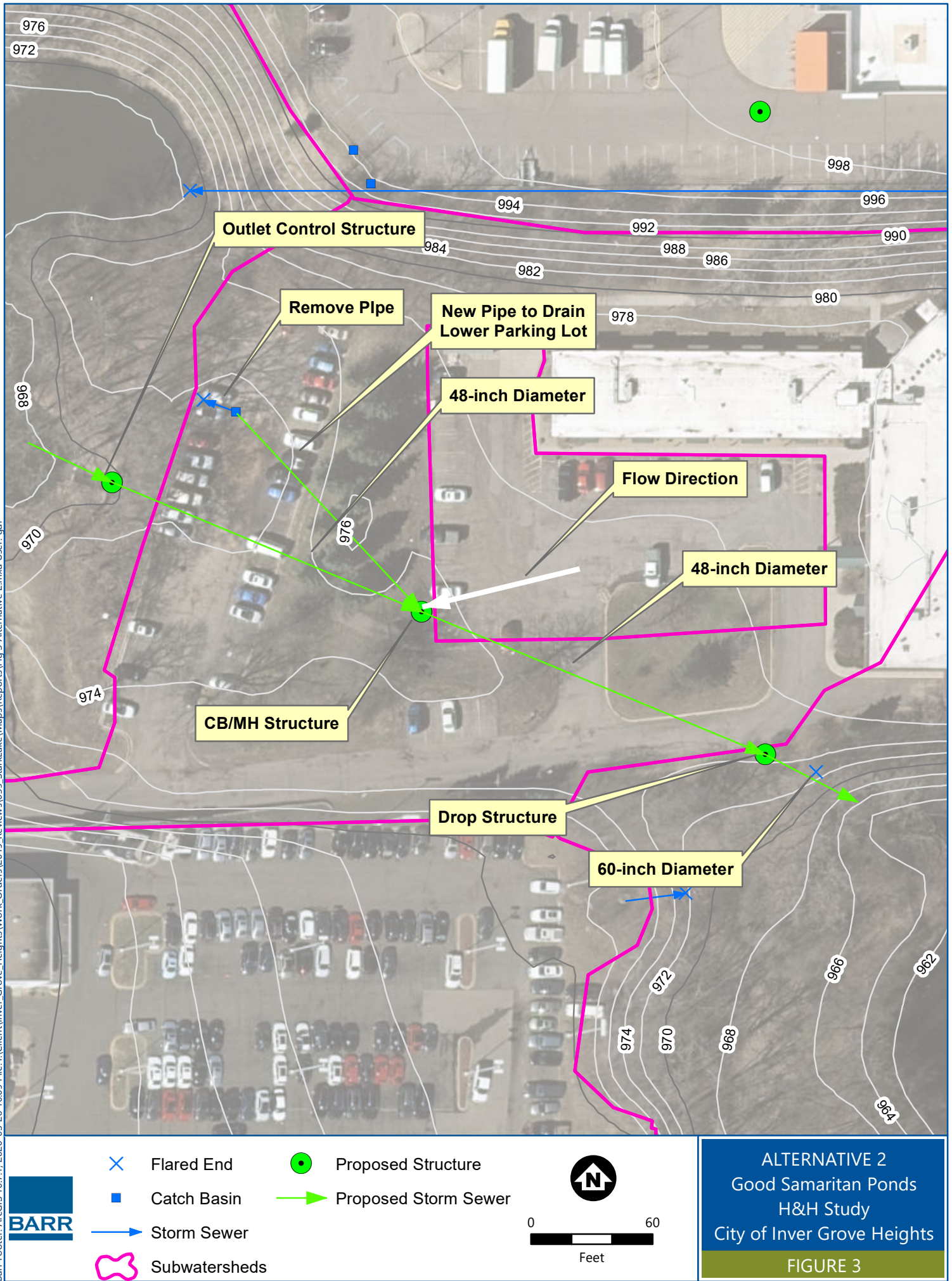
PROJECT AREA
Good Samaritan Ponds
H&H Study
City of Inver Grove Heights
FIGURE 1

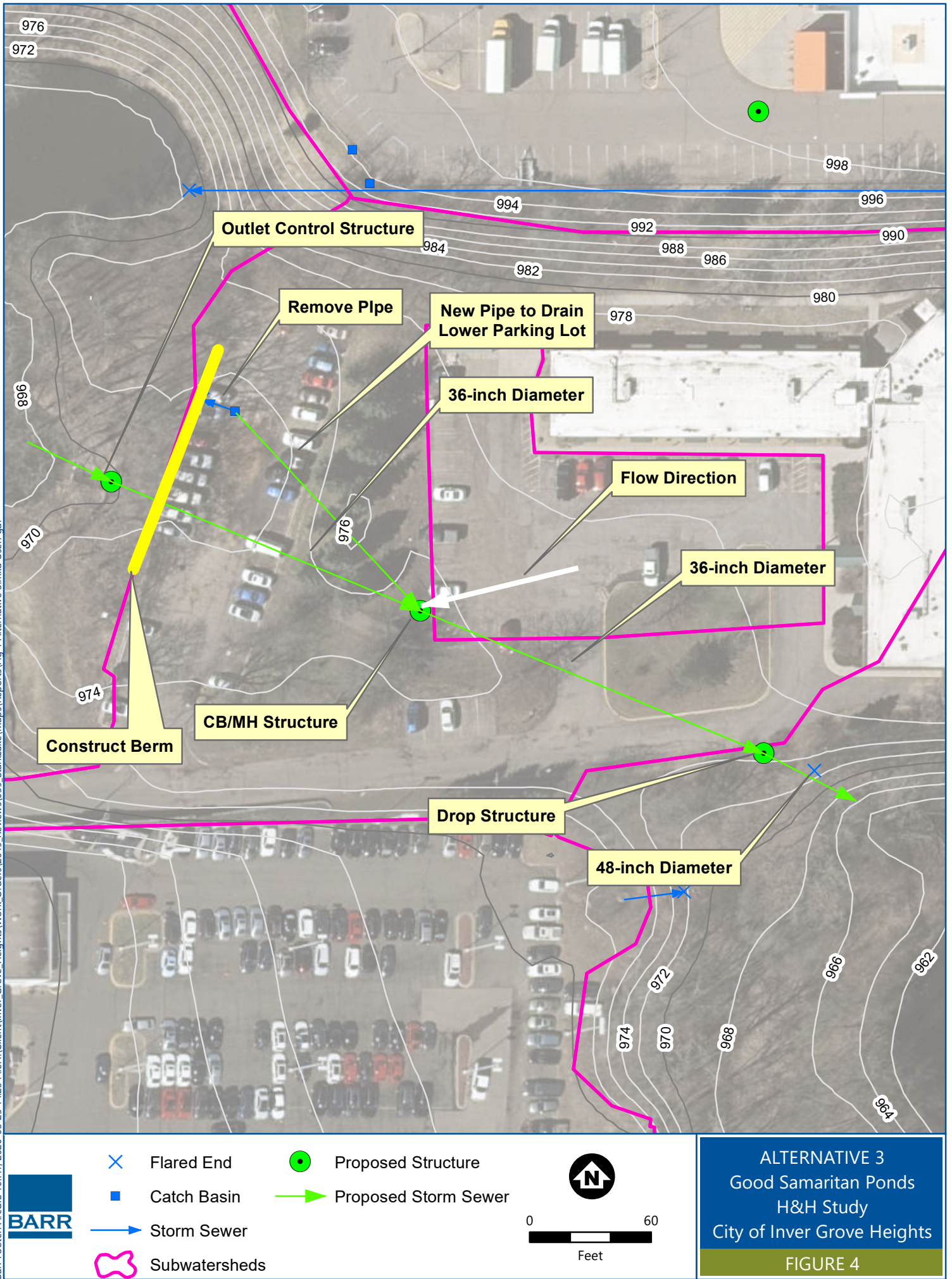


- ✕ Flared End
- Catch Basin
- Storm Sewer
- 🍷 Subwatersheds
- Proposed Structure
- ➡ Proposed Storm Sewer



ALTERNATIVE 1
Good Samaritan Ponds
H&H Study
City of Inver Grove Heights
FIGURE 2





**Work Order For:
T-8 Pond Outlet Reconstruction Design and Bidding Services**

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

Designated Representative:

I. Scope Language

Barr will perform engineering services for reconstruction of the T-8 Pond outlet located in the Highway 110-494 drainage basin of the City of Inver Grove Heights. The scope of work will include developing a feasibility report, updating the hydraulics analysis, developing final design drawings and specifications, providing bidding support, and providing public meeting support.

The T-8 Pond is approximately 0.5 acres in surface area and is located southeast of the intersection of South Robert Trail and Mendota Road. The pond's 25-acre drainage area is made up almost entirely of impervious commercial land use. Barr understands that the existing pond outlet is a flared end structure, which has been prone to plugging, and the outlet pipe connecting the T-8 Pond to the T-9 Pond located to the southeast is in poor condition and in need of replacement. Barr also understands that the existing outlet pipe has caused erosion at its downstream end at the T-9 Pond, likely due to high velocity flows. Barr performed a hydrologic and hydraulic study for a revised outlet structure and pipe, which resulted in recommendations to replace the existing outlet system with a pond skimmer inlet structure, a larger pipe, and a drop structure near the downstream end of the pipe to dissipate energy and reduce velocity at the T-9 Pond.

Barr understands that the existing outlet pipe lies beneath the Good Samaritan Society main parking lot, which the property owner has scheduled for reconstruction sometime during 2021, and that the City intends storm sewer utilities associated with the parking lot reconstruction to connect directly to the reconstructed outlet pipe.

The proposed scope of work includes feasibility report preparation, civil design plan development, hydraulics analysis, technical specification preparation, cost estimating, assessment hearing support, and construction bid administration, and is divided into the following tasks:

1. **Feasibility Report:** The feasibility report includes assembling topographical and utility information for the project site to develop design criteria and understand site constraints; and producing 30% design drawings. Barr will review the available information to identify data gaps and permitting concerns. Barr will prepare a two-page feasibility report for presentation to property owners and city council. Anticipated drawings include existing conditions, removals, preliminary site plan, preliminary landscaping plan, preliminary cross section(s) and preliminary details. Barr understands that site survey, utility locates, and preliminary drawings have already been completed by city staff or subcontractors. Barr will respond to one round of comments from City staff and contributing area property owners.
2. **Hydraulics analysis:** Barr will update the previously developed detailed XP-SWMM proposed conditions model to ensure the proposed design meets City goals for pond elevations and pipe velocities.
3. **Design meetings:** Barr will participate in up to two (2) "virtual" design meetings with City staff using Microsoft Teams. An initial design meeting will be held following the initial notice to proceed with the feasibility study to review the City's goals for the project and to learn about any key items that must be considered during design. A second meeting will be held to discuss the 30% design drawings before proceeding to final design.
4. **Prepare detailed design drawings:** Following the City's notice to proceed with plans and specifications, Barr will use the 30% drawings to develop detailed design drawings. Barr will provide 95% drawings to city staff for review and comment.
5. **Prepare specifications:** Barr will prepare technical specifications for the detailed design features. Barr will use the City's standard specifications and develop supplemental conditions.
6. **Prepare opinion of probable cost (OPC):** Barr will prepare an engineer's opinion of probable cost based on bid tabs from recent projects.
7. **Prepare bid documents:** Barr will prepare bidding documents using the City's template contract documents, including bid advertisement, instructions to bidders, and bid form.
8. **Respond to bidder questions:** Barr will assist City staff in responding to bidder questions. This role does not include preparation of bid addenda or change orders at this time, but those services could be made available on a time and expense basis if necessary.
9. **Prepare bid recommendation:** Barr will review and tabulate bids and will provide the City with a Bid Recommendation Letter.
10. **Provide public meeting support:** Barr will prepare electronic draft reports and figures for up to five (5) public meetings and attend those meetings virtually, including:
 - a. property owner informational meeting
 - b. public improvement hearing informational meeting

- c. public improvement hearing
- d. assessment hearing informational meeting
- e. assessment hearing

II. Deliverables

Barr will provide the City with the following deliverables:

- 1. Two-page feasibility report for presentation to property owners and city council
- 2. One set of design drawings and preliminary cost estimate for City review at the 30% design level (digital PDF format)
- 3. Final design drawings signed by a Minnesota Registered Professional Engineer (digital PDF format)
- 4. Technical Specifications and Supplemental Conditions to the City of Inver Grove Heights Standard Specifications (digital PDF format)
- 5. Bidding Documents using the City of Inver Grove Heights Standard Specifications (digital PDF format)
- 6. Engineer's Opinion of Cost (digital PDF format)
- 7. Bid Recommendation Letter and Bid Tabulation (digital PDF format)

III. 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 \$28,700 without prior approval, in accordance with the referenced Master Service Agreement. The scope of services assumes the following:

- 1. Barr assumes the City has collected topographic survey information that is adequate to develop AutoCAD Civil3D base files of existing conditions for the site and assess possible utility conflicts.
- 2. Barr assumes that no site survey information will need to be collected to supplement existing survey information and as-built information.
- 3. Barr assumes that no work in public waters or wetlands permitting is required.
- 4. Barr assumes that available soil investigations are adequate to complete the design.
- 5. Barr assumes that all grading to existing parking lots or drives will be matched "as-is".
- 6. Barr assumes no environmental assessment of impacted soil or groundwater is required.
- 7. Construction administration (processing of payment applications) is not included at this time.
- 8. Record drawings are not included at this time.
- 9. Bidding addenda are not included at this time.
- 10. Change orders are not included at this time.
- 11. Barr assumes the City will provide Barr with:
 - a. boundary survey and topographic survey information in AutoCAD digital .dwg format
 - b. tree survey information
 - c. available drawings showing utility locations and alignments
 - d. available soil boring and laboratory testing information

- e. pertinent agreements with property owners

The table below shows the anticipated budget breakdown for each of the major project tasks.

Task	Task Description	Anticipated Budget
T-8 Pond Outlet Reconstruction Design and Bidding Services		
1	Prepare feasibility report	\$6,800
2	Update hydraulic model	\$1,000
3	Prepare 100% design drawings	\$5,100
4	Prepare specifications	\$3,300
5	Prepare engineer's opinion of cost	\$1,100
6	Design meetings (up to two)	\$1,500
9	Bidding support	\$5,800
10	Provide public meeting support (up to five meetings)	\$4,100
Work Order Total		\$28,700

IV. Schedule and Assumptions Upon Which Schedule is Based

The following proposed schedule assumes Barr receives authorization for this work by November 10, 2020:

- November 30, 2020 – Draft feasibility report
- December 2, 2020 – Property owner informational Meeting
- January 11, 2021 – Plans and specifications ordered
- February 15, 2021 – Final Plans and specifications submittal
- February 17, 2021 – Information meeting for public hearing
- February 22, 2021 – Public Improvement Hearing to order project, approve plans and specs, authorize ad for bid
- February 26, 2021 – Submit ad for bid
- March 24, 2021 – Open bids
- April 2021 – Informational meeting for public assessment hearing
- May 2021 – Assessment hearing, award contract
- June 2021 – Earliest construction start
- August 2021 – Substantial completion

ACCEPTED AND AGREED TO:

BARR ENGINEERING CO.

City of Inver Grove Heights

By: Karen L. Chandler

By: _____

Title: Vice President

Title: _____

Date: November 3, 2020

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Accepting Engineering Services Proposal from WSB for City Project No. 2021-02 - Utility Improvements for 2021 County Mill and Overlays

Meeting Date: November 9, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer
 651.315.6336
 Prepared by: Jacob Moser, Civil Engineer
 Reviewed by: Scott D. Thureen, Public Works
 Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Stormwater Utility Fund; Water Fund; Sewer Fund

PURPOSE/ACTION REQUESTED

Consider a resolution accepting engineering services proposal from WSB for City Project No. 2021-02 - Utility Improvements for 2021 County Mill and Overlays.

SUMMARY

Dakota County plans to resurface Concord Boulevard (CSAH 56) within the City of Inver Grove Heights for the Dakota County 2021 Overlay program. The project was initiated by Dakota County in September 2020.

City engineering staff has inspected the project area utilities and will provide existing condition documentation, improvement and repair recommendations and construction inspection.

Engineering staff requested a proposal from WSB to prepare construction plans, cost estimates, and project specifications. A proposal for the engineering services in the amount of \$34,578 was received from WSB. Staff has selected WSB from its consulting pool of engineering firms based on their previous design of Concord Boulevard utilities, 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.

I recommend passage of the resolution accepting the engineering services proposal from WSB for City Project No. 2021-02 - Utility Improvements for 2021 County Mill and Overlays.

JM/jm

Attachments: Resolution
 Project Location Map
 Proposal from WSB for Engineering Services

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION ACCEPTING ENGINEERING SERVICES PROPOSAL FROM WSB FOR CITY
PROJECT NO. 2021-02 - UTILITY IMPROVEMENTS FOR 2021 COUNTY MILL AND
OVERLAYS**

RESOLUTION NO. _____

WHEREAS, County projects (City Project No. 2021-02) are tentatively scheduled for the summer of 2021; and

WHEREAS, the City will need to prepare plans and specifications for City utilities within the County project area; and

WHEREAS, a proposal was requested and received for professional engineering services for City Project No. 2021-02; and

WHEREAS, WSB submitted a proposal dated November 3, 2020 for professional engineering services for City Project No. 2021-02 to include final construction plans and specifications, cost estimate and bidding documents.

NOW, THEREFORE BE IT RESOLVED by the City Council of Inver Grove Heights that:

1. The City Council of Inver Grove Heights receives and accepts the WSB proposal, dated November 3, 2020, in the amount of \$34,578 for City Project No. 2021-02 – Utility Improvements for 2021 County Mill and Overlays
2. Funding shall come from the Sewer, Water and Stormwater Utility Funds.

Adopted this 9th day of November 2020 by the City Council of Inver Grove Heights, MN

George Tourville, Mayor

ATTEST:

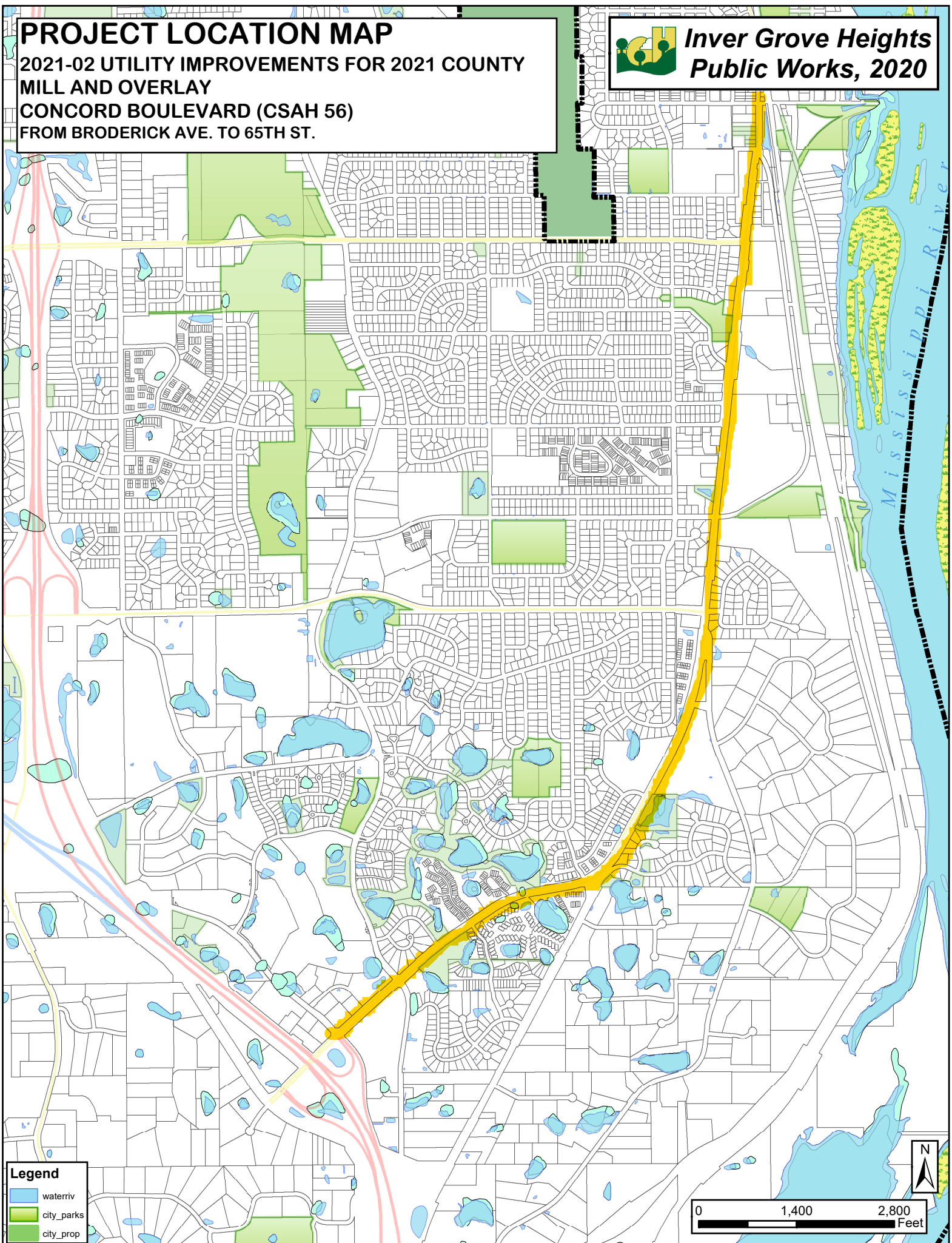
Rebecca Kiernan, City Clerk

PROJECT LOCATION MAP

2021-02 UTILITY IMPROVEMENTS FOR 2021 COUNTY
MILL AND OVERLAY
CONCORD BOULEVARD (CSAH 56)
FROM BRODERICK AVE. TO 65TH ST.



Inver Grove Heights
Public Works, 2020





November 3, 2020

Mr. Tom Kaldunski
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: CSAH 56 City Utility Plan Preparation
City of Inver Grove Heights, MN

Dear Mr. Kaldunski:

Attached for your review and approval is our proposed scope of services, fee, and schedule for providing professional engineering services to complete final design, specification, and cost estimating/ SEQ for the CSAH 56 City Utility Plan Preparation in cooperation with Dakota County's CSAH 56 Mill and Overlay Project.

We look forward to working with you on this project. If you agree with this proposal, please sign where indicated and return one copy to our office. The necessary contract documents will then be provided. WSB will start work upon receipt of a signed contract. Please do not hesitate to contact Brad at 612-214-7053 with any questions.

Sincerely,

WSB

Brad Reifsteck, PE
Sr. Project Manager

Attachment

ACCEPTED BY:

City of Inver Grove Heights, MN

Name _____

Title _____

Date _____

**SCOPE OF ENGINEERING SERVICES
FOR
CSAH 56 CITY UTILITY PLAN PREPARATION
CITY OF INVER GROVE HEIGHTS, MN**

SCOPE OF ENGINEERING SERVICES

Task 1 – Project Management (\$3,096)

Project management will be performed throughout the course of the project. The following subtasks are included as part of Project Management:

- 1.1 Attend project update meetings with City and County staff. This will include developing the agenda, preparing handouts and graphics as necessary, and attending the meeting.
- 1.2 Work with project team to coordinate project deliverables, schedule, and budget.

Deliverables: Three (3) meetings with City or County Staff to coordinate and discuss draft plans and specifications.

Task 2 – Bid Document Preparation (\$31,482)

This task consists of completing construction plans, specifications, and bidding documents for all recommended drainage and utility repairs and replacement for the City's work related to the County's mill and overlay project along CSAH 56 between Broderick Ave and 65th Street. Plans will be developed using City record drawings and GIS data.

Plans are anticipated to include cover sheet, SEQ and quantity tabulation, details, sewer & water plans, and storm sewer plans. In addition, an updated cost estimate will be developed to verify consistency between the proposed improvements and the City's budget.

This scope assumes answering questions during the bid/quote process to help facilitate the understanding of construction expectations.

- 4.1 Prepare a draft construction plans, specification, and updated cost estimate.
- 4.2 Finalize construction plans, specification and bidding documents based on feedback from City and County staff.

Deliverables: Draft Plans, Final Plans, Specifications, and Bid Documents.

TOTAL ESTIMATED ENGINEERING FEE

The scope of services outlined in this proposal will be billed hourly, based on our current hourly rates. We are proposing to complete the tasks outlined above for the Hollybrook Pond Cleanout Project for a not-to-exceed fee of \$34,578.00.

TIME SCHEDULE

Based on current project schedule understanding, WSB proposes to complete the draft construction plans specification and updated cost estimate by the end of December of 2020. A complete set of bid documents will be completed by the end of January 2021 in preparation for County bidding in February 2021.



WSB
ESTIMATE OF COST - CSAH 56 (BRODERICK AVE TO 65TH ST)
Inver Grove Heights, Minnesota

	DATES BEGIN 11-30-20 END 1-22-21						
		Project Manager Brad Reifsteck	Graduate Engineer Gage Thompson	Project Engineer Alex Miller	Office Admin Sue Buckley	Total Hours	Cost
<i>Phase</i>	<i>Description</i>						
1	PROJECT COORDINATION & MEETINGS						
	PROJECT COORDINATION & MEETINGS (3 Meetings)	2	2	4		8	\$1,070.00
2	BID DOCUMENT PREPARATION						
	PROJECT MANAGEMENT	4				4	\$688.00
	UTILITY REPAIR AND ADJUSTMENTS	2	32	24		58	\$6,840.00
	DRAINAGE REPAIR AND ADJUSTMENTS	2	32	24		58	\$6,840.00
	PLAN & PROFILE SHEETS		64	24		88	\$9,920.00
	DETAILS		24	4		28	\$3,080.00
	SEQ / COST ESTIMATES	2	12	4	4	22	\$2,140.00
	QAQC	4		8		12	\$1,712.00
	SPECIAL PROVISIONS	2		8	4	14	\$1,368.00
Total Hours		18	166	100	8	292	\$33,658.00
Labor Rate Hourly Costs		172.00	107.00	128.00	115.00		
Total Labor Rate		3,096.00	17,762.00	12,800.00	920.00		\$34,578.00
						TOTAL	\$34,578.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Quotes and Awarding Televising Contract for City Project No. 2021-09D Bryant Lane Area Improvements

Meeting Date: November 9, 2020

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.315.6336

Prepared by: Steve W. Dodge, Assistant City Engineer

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting quotes and awarding televising contract for City Project No. 2021-09D Bryant Lane Area Improvements

SUMMARY

On September 14th, 2020, the City Council ordered a feasibility study to be prepared by Short Elliot Hendrickson, Inc. (SEH) for City Project No. 2021-09D Bryant Lane Area Improvements. The Engineering Division has requested quotes for televising the sanitary sewer and storm sewer. The televising results will provide the information on pipe and structure condition for the feasibility report.

Four contractors were solicited and three provided quotes for televising:

Visu-Sewer	\$11,582.80
American Environmental	\$12,340.00
Hydro-Klean, LLC	\$18,510.00

Staff has reviewed the quotes and recommends awarding the Televising contract to Visu-Sewer in the amount of \$11,582.80.00. The work includes jetting and cleaning the pipes prior to televising. The work is expected to be completed in November, weather permitting.

I recommend that the City Council adopt the resolution accepting the quotes and awarding the Televising contract to Visu-Sewer in the amount of \$11,582.80.00 for City Project No. 2021-09D Bryant Lane Area Improvements. This work will be funded through the Sewer Fund and Pavement Management Fund.

TJK/swd

Attachments: Resolution
Summary of Quotes
Exhibits - Sanitary Sewer and Storm Sewer
Quotes

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

**RESOLUTION ACCEPTING QUOTES AND AWARDING TELEVISING CONTRACT FOR
CITY PROJECT NO. 2021-09D – BRYANT LANE AREA IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, On September 14th, 2020, the City Council ordered a feasibility study to be prepared by Short Elliot Hendrickson, Inc. (SEH) for City Project No. 2021-09D Bryant Lane Area Improvements; and

WHEREAS, pursuant to a request for Televising quotes for City Project No. 2021-09D Bryant Lane Area Improvements, quotes were received as follows:

<u>Contractor</u>	<u>Quote</u>
Visu-Sewer	\$11,582.80
American Environmental	\$12,340.00
Hydro-Klean, LLC	\$18,510.00

WHEREAS, Visu-Sewer submitted the low quote for Televising for City Project No. 2021-09D in the amount of \$11,582.80; and

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

1. The City hereby awards a contract Visu-Sewer submitted for Televising for City Project No. 2021-09D in the amount of \$11,582.80.
2. City staff is authorized to enter into a contract with Visu-Sewer.
3. Funding shall be from the sewer fund and pavement management fund.

Adopted by the City Council of Inver Grove Heights this 9th day of November 2020

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Building a Better World
for All of Us®

October 30, 2020

RE: City of Inver Grove Heights, MN
Bryant Lane Area Improvements Request
for Televising Quote
City Project No. 2021-09D
SEH No. INVER 157340 14.00

Honorable Mayor and City Council
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Honorable Mayor and City Council:

Quotes for the Bryant Lane Area Improvements Sanitary Sewer and Storm Sewer Cleaning & Televising were opened on Friday, October 30, 2020. Three quotes were received, and the following is a quote summary:

QUOTERS		QUOTE TOTAL
1	Visu-Sewer, Inc.	\$11,582.80
2	American Environmental	\$12,340.00
3	Hydro-Klean, LLC	\$18,510.00

Based on the summary above, if the City Council wishes to award the Project to the lowest quoter, then Visu-Sewer, Inc. should be awarded the work on the Total Quote Amount of \$11,582.80.

If you have any questions, please feel free to contact me at 651.490.2172.

Sincerely,

Greg Anderson, PE
Project Manager
(Lic. MN)

dmk

c: Steve Dodge, City of Inver Grove Heights

x:\fj\inver\157340\5-final-dsgn\52-specs-proj-man\request for quote\summary letter to city 2020 10 30.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507
SEH is 100% employee-owned | **sehinc.com** | 651.490.2000 | 800.325.2055 | 888.908.8166 fax



Building a Better World
for All of Us®

October 22, 2020

RE: City of Inver Grove Heights, MN
Bryant Lane Area Improvements Request for Quote
SEH No. INVER 157340 14.00
City Project No. 2021-09D

Brian Baumann
Visu-Sewer
brianb@visu-sewer.com

The City of Inver Grove Heights is seeking quotes for Sanitary Sewer and Storm Sewer Cleaning & Televising. You have been invited to review the project information and submit a quote at your will.

Project Information

The project area is identified as the Bryant Lane Area Improvements, City Project Nos. 2021-09D. A map of the project area is included for your reference. The map includes the size, type, and approximate location of all existing public utilities. As-built drawings of the lines to be televised are available upon request.

Please take note that several of the lines included in this quote package are located in rear yard easement areas. Large vehicles will be restricted from driving in the rear yard areas and a majority of the cleaning and televising will need to take place from paved roads. However, the Contractor will be allowed to use an easement machine to access rear-yard manholes as necessary.

Specifications & Quote Form

We have included specification section 02 99 70 -Sewer Televising, Cleaning and Inspection. Please reference the requirements of this specification when reviewing the project. Please use the attached Quote Form when preparing your quote. Pay items have been provided for the various sizes and types of utilities to be cleaned and televised.

Schedule

Please be advised that this televising work is part of a larger project approval process that must follow a formal City Council approval process. We have outlined the schedule below for the utility cleaning and televising work:

- Request for Quote Distribution October 21, 2020
- Deadline to Submit Quote Noon, Friday, October 30, 2020
- City Council Approval of Quote Monday, November 9, 2020
- Deadline to Submit Final Inspection Documentation February 5, 2021
- City Council Payment Approval (or earlier if work is complete) February 22, 2021

Quotes are due no later than Friday, October 30, 2020 at 12:00 p.m. Quotes should be emailed to Greg Anderson at ganderson@sehinc.com. If you have any question on this project, please call me at 651.490.2172. Thank you for your consideration of this project.

Sincerely,

Greg Anderson, PE
Project Manager
(Lic. MN)
ah

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fa

ADDENDUM NO. 1
October 27, 2020

Bryant Lane Area Improvements Request for Quote
City Project No. 2021-09D
City of Inver Grove Heights, MN

SEH No. INVER 157340

From: Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-5196
651.490.2000

To: Document Holders

DOCUMENT HOLDERS on the above-named project are hereby notified that this document shall be appended to, take precedence over and become part of the original quote documents dated October 22, 2020 for this work. Bids submitted for the construction of this work shall conform to this document.

This addendum consists of 1 page.

Changes to Quote Requirements:

1. Page 1, SCHEDULE: Change in schedule date for the last two bullet as follows
 - Deadline to Submit Final Inspection Documentation November 23, 2020
 - City Council Payment Approval (or earlier if work is complete) December 14, 2020
2. Page 2, Unit Price Schedule, under Storm Sewer, Clean & Televis 12" RCP, change the estimated quantity to 720 LF.

END OF ADDENDUM

Item	Est. Qty.	Unit	Unit Price	Total Price
Sanitary Sewer				
Clean & Televis 8" PVC	3,100	LF	1.32	4.092 -
Storm Sewer				
Clean & Televis 12" RCP	720 7202	LF	2.44	1.756 ⁸⁰
Clean & Televis 15" RCP	1,150	LF	2.44	2.806 -
Clean & Televis 18" RCP	138	LF	2.44	336 ⁷²
Clean & Televis 21" RCP	279	LF	2.44	680 ⁷⁶
Clean & Televis 24" RCP	269	LF	2.44	656 ³⁶
Clean & Televis 27" RCP	204	LF	2.44	497 ⁷⁶
Clean & Televis 36" RCP	310	LF	2.44	756 ⁴⁰
Total Quote Amount				11.582 ⁸⁰

Notes:

1. Attach technical information on the products being proposed, showing that they meet the product specifications listed in the request for quote letter.
2. Include any quote limitations, product warranties, or additional information that should be considered.
3. Terms of Payment: 100% due on completion of the work.
4. All quotes will remain subject to acceptance for a period of 30 days.
5. The owner reserves the right to reject any or all quotes, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional quotes. Owner will reject the quote of any bidder that owner finds, after reasonable inquiry and evaluation, to not be responsible. If bidder purports to add terms or conditions to its bid or takes exception to any provisions of the specifications, then the owner will reject the bid as nonresponsive; provided that the owner also reserves the right to waive all minor informalities not involving price, time, or changes in scope.
6. The owner reserves the right to select a quote that is in the best interest of the City

Bidder: Visu-Sewer, Inc

Date: 10.28.2020


By (Signature)

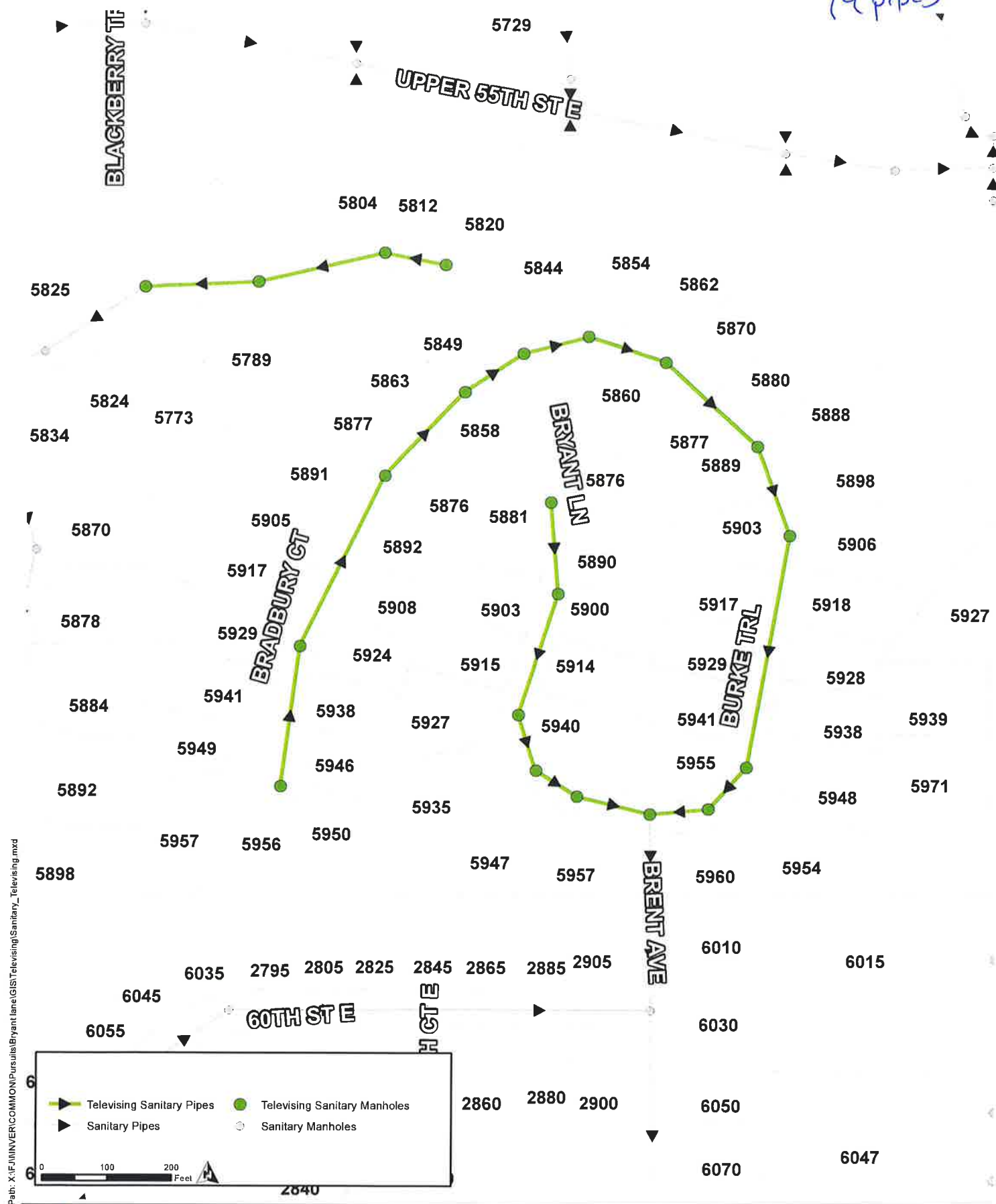
763-252-0004
Telephone Number

Accepted by City of Inver Grove Heights

Authorized City Official

Date: _____

19 pipes



Path: X:\F:\JUNIVER\COMMON\Bryant Lane\GIS\Televising\Sanitary_Televising.mxd



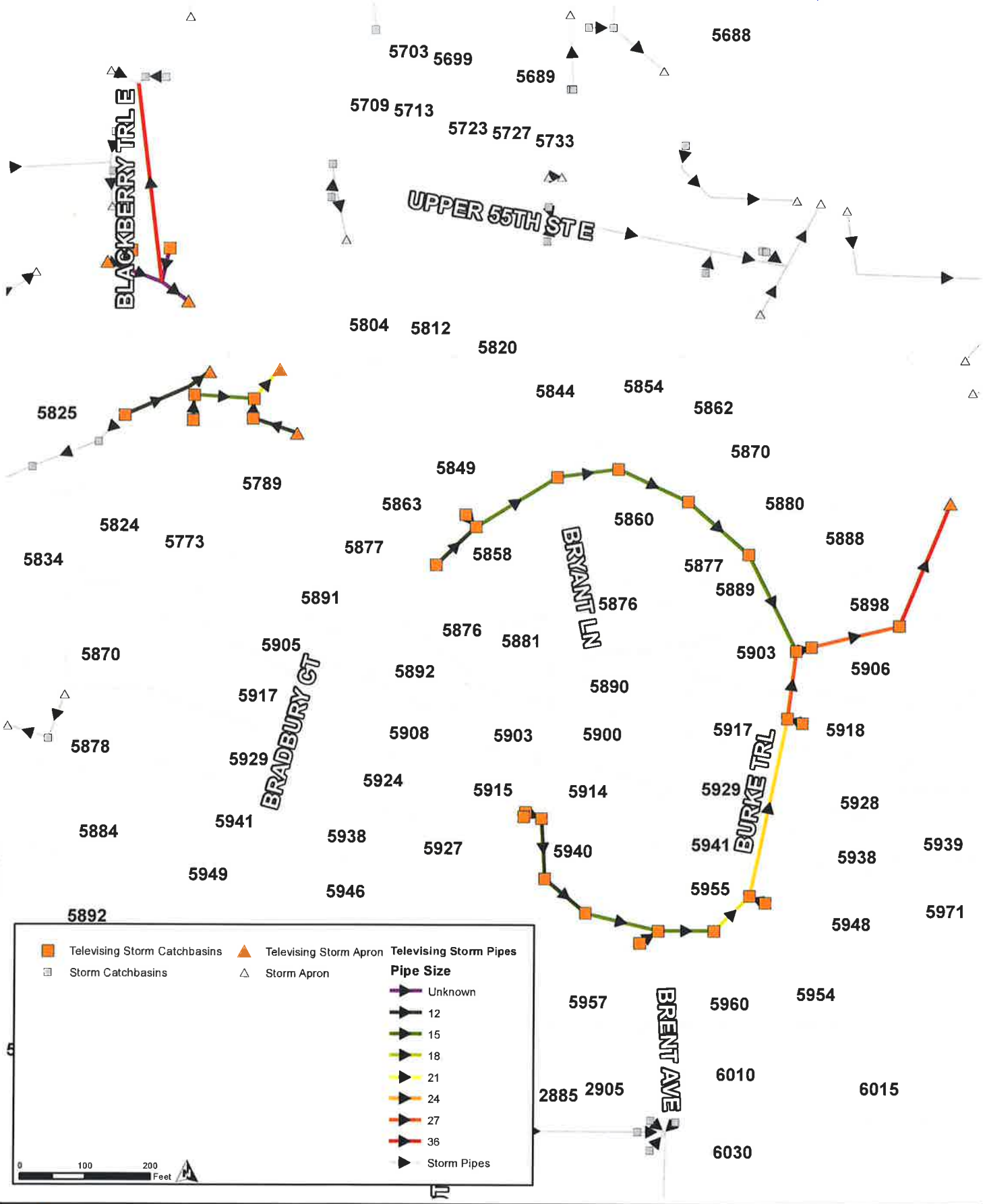
Print Date: 10/22/2020

Bryant Lane Area Televising
Inver Grove Heights, Minnesota
City Project Number: 2021-09D

Sanitary System

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.

31 pipes



Path: X:\F\IN\COMMON\Pursuit\Bryant Lane\GIS\TelevisingStorm_Televising.mxd



Print Date: 10/22/2020

Bryant Lane Area Televising Storm System

Inver Grove Heights, Minnesota

City Project Number: 2021-09D

Storm System

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.

SANITARY AND STORM SEWER TELEVISION, CLEANING AND INSPECTION

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes sanitary and storm sewer cleaning, televising and inspection of pipe, fittings, and miscellaneous appurtenances.

1.02 METHOD OF MEASUREMENT AND PAYMENT

- A. Payment for all labor, equipment, materials, and supplies necessary to complete the work specified in this section shall be at the unit price bid by linear foot for each type and size of pipe (LF).
- B. The furnishing and installing of specific items and/or the performance of work under certain circumstances will not be individually paid in the absence of a specific bid item for the work. Such items of work include but are not limited to:
 - 1. Bypass pumping (as needed)
 - 2. Notices to the impacted property owners
 - 3. Traffic control
 - 4. Disposal fees
 - 5. Removal of water, roots and debris
 - 6. Any heavy cleaning processes or equipment needed to remove pipe deposits

1.03 SUBMITTALS

- A. All submittals are to be provided in digital format via email, USB Flash Drive, or other method approved by the Engineer.
- B. A sanitary sewer bypass pumping plan and traffic control plan shall be submitted to the Engineer for review a minimum 5 working days prior to beginning of work.
- C. The Contractor shall provide submittals within 10 working days of completion of the televising.
- D. Acceptable File Formats
 - 1. Video: MP4 or WAV with both audio and video
 - 2. Reports: Searchable PDF
 - 3. Images: JPG
- E. File Naming
 - 1. The Contractor will be provided with a map showing manhole and pipe identification numbers.
 - 2. All files shall be named with a number matching the pipe identification number.
- F. A summary report shall be provided with the submittals. The summary shall include a table showing the following information:
 - 1. Owner's pipe identification number.
 - 2. Date of televising.
 - 3. Starting manhole number.
 - 4. Ending manhole number.
 - 5. File names for video, report, and images associated with each section of pipe

PART 2 PRODUCTS

NOT USED.

PART 3 EXECUTION

3.01 NOTIFICATIONS TO PROPERTY OWNERS

- A. The Owner shall coordinate and distribute any required public notices.

3.02 EXAMINATION

- A. Commence televising only when pipe and structures are clean and free of dirt or other foreign matter.

3.03 SEWER TELEVISION

A. General

1. Televising will be performed on all gravity/pressure utility lines that are planned for rehabilitation and shown in the plans and specifications.
2. Televising shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections.
3. All televising video shall be in color. Each individual reach of pipe between manholes shall be identified as a chapter on the video or a separate file.
4. Post-lining televising shall carefully inspect the interior of the pipeline to identify any conditions which may indicate improper installation.
5. A USB Flash Drive and suitable log shall be kept of all televising and submitted to the owner.
6. Camera - The camera will be a self-propelled unit providing color video with the ability to tilt up and down and pan left to right. The camera lens will be capable of turning and looking up each wye or service tap to a minimum distance of the first fitting of the service pipe. The camera is to provide color video and still photographs of any defect.
7. Rate -The televising will be conducted at a rate not to exceed 30.0-feet per minute.

B. Line Requirements

1. All lines will be jetted and vacuumed so that all debris has been removed prior to televising.
2. A small quantity of water is to be introduced into the line prior to televising. Amount will be determined by the Engineer and coordinated with the Owner's Water and Sewer Department. The amount of water will be sufficient enough to distinguish any sags or alignment problems with the pipe.
3. Each run will consist of a starting and ending MH-#, line size, and a zero reading on the counter at center of the starting manhole.
4. Each service wye will be examined using the pan and tilt feature.
5. The video camera operator will type into the video:
 - a. The station (distance)
 - b. Wye location on either the top, left, or right side of the pipe
 - c. Any visible defects that are apparent while televising the sewer lines. Examples of defects include offset joints, leaking joints, sags, cracked pipe, etc.

C. Manhole Requirements

1. Examine upstream and downstream doghouses for water tightness.
2. Examine all joints to confirm watertight quality of gaskets and seals.
3. While at the bottom of the manhole, the camera will examine for infiltration as close to the manhole rim as feasible and around the entire manhole circumference.
4. Examine vertical outside drops.

D. Report Requirements

1. A technician will observe the monitoring apparatus at all times during the televising and record the data per NASSCO standards.
2. Note locations, length and depth of any sag in the pipe (indicate any depths greater than ½-inch).
3. Note locations, length and depth of any areas of dirt or debris in the pipe (indicate any depths greater than ½-inch).
4. Note all defective or substandard areas identified during the inspection.

5. Record distance from center of manhole to center of manhole.
6. Note each change in pipe material, including station.
7. Note each wye or service tap location with station and orientation (Example: wye right, 3 o'clock).
8. Note direction of flow using cardinal/ordinal directions.
9. Include color photos/images of defects in the written report.

E. Review

1. All television reports and videos will be reviewed after the submittal is received.

3.04 SEWER CLEANING

A. Cleaning Equipment

1. Hydraulically propelled equipment.
 - a. Equipment will be of a movable dam type and be constructed in such a way that a portion of the dam may be collapse at any time during the cleaning operations to protect against flooding of the sewer.
 - b. The movable dam will be equal in diameter to the pipe being cleaned and will provide a flexible scraper around the outer periphery to insure removal of grease.
 - c. If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property will be taken.
2. High-Velocity Jet (Hydro cleaning) Equipment.
 - a. All high-velocity sewer cleaning equipment will be constructed for ease and safety of operation.
 - b. The equipment will have a selection of 2 or more high-velocity nozzles.
 - c. The nozzles will be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned.
 - d. Equipment will include a high-velocity gun for washing and scouring manhole walls and floor.
 - e. The gun will be capable of producing flows from a fin spray to a solid stream.
 - f. The equipment will carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel.
3. Mechanically Powered Equipment.
 - a. Bucket machines will be in pairs with sufficient power to perform the work in an efficient manner.
 - b. Machines will be belt operated or have an overload device.
 - c. Machines with direct drive that could cause damage to the pipe are not permitted.
 - d. A power rodding machine will be either a sectional or continuous rod type capable of holding a minimum of 750.0-feet of rod.
 - e. The rod will be specifically heat-treated steel.
 - f. The machine will be fully enclosed and have an automatic safety clutch or relief valve.

B. Cleaning Precautions

1. During sewer cleaning operations, satisfactory precautions will be taken in the use of cleaning equipment.
2. When hydraulically propelled cleaning tools or tools which retard the flow in the sewer lines are used, precautions will be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. Contractor will be fully responsible for any property damage caused by the cleaning operations.
3. When possible, the flow of sewage will be utilized to provide the necessary pressure for hydraulic cleaning devised.
4. When additional water from fire hydrants is necessary to avoid a delay in normal work procedures, the water will be conserved and not used unnecessarily.
5. No fire hydrant will be obstructed in case of a fire in the area served by the hydrant.

C. Sewer Cleaning

1. The cleaning of the sewer lines will begin upstream and work downstream.
2. The sewer manhole sections will be cleaned using hydraulically propelled, high-velocity jet or mechanically powered equipment. Selection of the equipment will be based on the conditions of lines at the time the work commences.

3. The equipment will be capable of removing dirt, grease, rocks, sand and other materials and obstructions from the sewer lines and manholes.
 4. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment will be set up on the other manhole and cleaning will be attempted again.
 5. There shall be no additional compensation for cleaning processes that require heavy cleaning or additional cleaning equipment to remove deposits from the pipeline.
 6. If successful cleaning from both manholes cannot be completed, Contractor will contact the Engineer.
- D. Root Removal
1. Roots will be removed completely where root intrusion is a problem.
 2. Any roots which could inhibit the proposed construction will be removed.
 3. There will be no additional compensation for removing roots as part of this cleaning and televising process.
- E. Material Removal
1. All sludge, dirt, sand, rocks, grease and other solids or semisolid material resulting from cleaning operations will be removed at the downstream manhole of the section being cleaned.
 2. Passing material from manhole section to manhole section, which could cause line stoppages, accumulation of sand in wet wells, or damage to pumping equipment, will not be permitted.
- F. Disposal of Material
1. All solids or semisolids resulting from the cleaning operations will be removed from the site and disposed of at a site secured by Contractor.
 2. All materials will be removed from the site no less often than at the end of each workday. Under no circumstances will Contractor be allowed to accumulate debris on the site of work.
- G. Final Acceptance
1. Acceptance of sewer line cleaning will be made up on successful completion of the television inspection and will be to the satisfaction of the Owner.
 2. If television inspection shows the cleaning to be unsatisfactory, resulting in debris being left inside or attached to the pipeline, the Contractor will be required to re-clean and re-televiser the sewer line until cleaning is shown to be satisfactory and all deposits are removed from the pipeline.

3.05 SEWER FLOW CONTROL

- A. When sewer line depth of flow at the upstream manhole of the manhole section being worked in is above the maximum allowable for television inspection, the flow will be reduced to the level shown below by operation of pump stations, plugging or blocking of the flow or by pumping and bypassing of the flow as specified.
- B. Plugging or Blocking
1. Perform bypass pumping as needed to complete the work.
 2. A sewer line plug will be inserted into the line upstream of the section being worked.
 3. The plug will be designed so that all or any portion of the sewage can be released in accordance with Engineer approved criteria.
 4. During television inspection, flow will be reduced within the specified limits.
 5. After the work has been completed, flow will be restored.
- C. Pumping and Bypassing
1. When pumping and bypassing is required, Contractor will supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is being performed.
 2. The bypass pump system will be of sufficient capacity to handle existing peak flow.
 3. Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypass pumping system. If pumping is required on a 24-hour basis, engines will be equipped in a manner to reduce noise to a minimum.

D. Flow Control Precautions

1. When flow in a sewer line is plugged, blocked or bypasses, sufficient precautions must be taken to protect the sewer lines from damage that might result from surcharging.
2. Precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property be served by the sewers involved.

END OF SECTION



AMERICAN ENVIRONMENTAL
3086 WALDEN DRIVE, CHASKA MN
55318

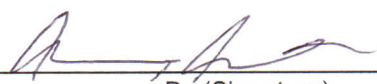
Item	Est. Qty.	Unit	Unit Price	Total Price
Sanitary Sewer				
Clean & Televis 8" PVC	3,100	LF	2. ⁰⁰	6,200. ⁰⁰
Storm Sewer				
Clean & Televis 12" RCP	720 2	LF	2. ⁰⁰	1,440. ⁰⁰
Clean & Televis 15" RCP	1,150	LF	2. ⁰⁰	2,300. ⁰⁰
Clean & Televis 18" RCP	138	LF	2. ⁰⁰	276. ⁰⁰
Clean & Televis 21" RCP	279	LF	2. ⁰⁰	558. ⁰⁰
Clean & Televis 24" RCP	269	LF	2. ⁰⁰	538. ⁰⁰
Clean & Televis 27" RCP	204	LF	2. ⁰⁰	408. ⁰⁰
Clean & Televis 36" RCP	310	LF	2. ⁰⁰	620. ⁰⁰
Total Quote Amount				12,340. ⁰⁰

Notes:

1. Attach technical information on the products being proposed, showing that they meet the product specifications listed in the request for quote letter.
2. Include any quote limitations, product warranties, or additional information that should be considered.
3. Terms of Payment: 100% due on completion of the work.
4. All quotes will remain subject to acceptance for a period of 30 days.
5. The owner reserves the right to reject any or all quotes, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional quotes. Owner will reject the quote of any bidder that owner finds, after reasonable inquiry and evaluation, to not be responsible. If bidder purports to add terms or conditions to its bid or takes exception to any provisions of the specifications, then the owner will reject the bid as nonresponsive; provided that the owner also reserves the right to waive all minor informalities not involving price, time, or changes in scope.
6. The owner reserves the right to select a quote that is in the best interest of the City

Bidder: American Environmental

Date: 10-28-20


By (Signature)

(612) 226-0516
Telephone Number

Accepted by City of Inver Grove Heights

Authorized City Official

Date: _____

*Addendum 1 has been recieved and the 12" quantity has been changed on the form.

Item	Est. Qty.	Unit	Unit Price	Total Price
Sanitary Sewer				
Clean & Televis 8" PVC	3,100	LF	\$3.00	\$9,300.00
Storm Sewer				
Clean & Televis 12" RCP	720	LF	\$3.00	\$2,160.00
Clean & Televis 15" RCP	1,150	LF	\$3.00	\$3,450.00
Clean & Televis 18" RCP	138	LF	\$3.00	\$414.00
Clean & Televis 21" RCP	279	LF	\$3.00	\$837.00
Clean & Televis 24" RCP	269	LF	\$3.00	\$807.00
Clean & Televis 27" RCP	204	LF	\$3.00	\$612.00
Clean & Televis 36" RCP	310	LF	\$3.00	\$930.00
Total Quote Amount				\$18,510.00

Notes:

1. Attach technical information on the products being proposed, showing that they meet the product specifications listed in the request for quote letter.
2. Include any quote limitations, product warranties, or additional information that should be considered.
3. Terms of Payment: 100% due on completion of the work.
4. All quotes will remain subject to acceptance for a period of 30 days.
5. The owner reserves the right to reject any or all quotes, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional quotes. Owner will reject the quote of any bidder that owner finds, after reasonable inquiry and evaluation, to not be responsible. If bidder purports to add terms or conditions to its bid or takes exception to any provisions of the specifications, then the owner will reject the bid as nonresponsive; provided that the owner also reserves the right to waive all minor informalities not involving price, time, or changes in scope.
6. The owner reserves the right to select a quote that is in the best interest of the City

Bidder: Hydro-Klean, LLC

Date: 10/29/2020


By (Signature)

515-283-0500
Telephone Number

Accepted by City of Inver Grove Heights

Authorized City Official

Date: _____

CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION****Consider Resolution Approving Land Alteration Permit for The Crossings at Inver Woods by Titan Land**

Meeting Date: November 9, 2020
 Item Type: Consent
 Contact: Tom Kaldunski, City Engineer, 651.315.6336
 Prepared by: Jacob Moser, Civil Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution approving Land Alteration Permit for The Crossings at Inver Woods by Titan Land

SUMMARY

Consider a request for a Land Alteration Permit (LAP) No. C-102-20 for grading and excavating of material estimated in the amount of 38,000 cubic yards on parcel I.D. No. 20-07700-2640 and 20-01700-05-13, for 6.6 Acres of The Crossings at Inver Woods development as shown in the attached plans. The preliminary plat and PUD for a 152-unit apartment building and 30 townhomes were approved by Council on October 12, 2020.

The final plat and final PUD development plans are scheduled to be brought to Council for approval at the November 23rd meeting.

The LAP approval is for rough grading of the site with associated erosion and sediment control and turf establishment. With the authorization to grade, the City is not approving the plat, PUD, storm water management, site plan or grades and Titan Land acknowledges they are proceeding at their own risk. The owner may rough grade to the elevations shown until such time as the final grading plan is approved. The final grades will be dependent on a separate process of a final plat and PUD review which is currently in process by the City and developer.

The site will need to acquire an NPDES Permit for construction disturbance with the MPCA. A preconstruction meeting is required with staff and all sureties must be received by the City prior to any disturbance of the site.

Demolition of any remaining structures will require a permit. Removal of trees and vegetation must follow the approved preliminary grading plan.

Titan Land is responsible for notifying the property owners adjacent to and directly across the 80th Street from the site prior to disturbance.

Haul Routes and Hours of Operation: Operation hours will be as designated in the conditions below. Haul routes shall consist of 80th Street (CSAH 28) to access County and State routes.

Approval of the land alteration permit is subject to the standard land alteration permit requirements and in accordance with the following comments and conditions:

1. Slopes shall be permanently seeded and blanketed within 14-days of finished grading to reduce erosion. Any slopes 3H:1V or steeper shall be permanently seeded and blanketed within 7-days.
2. Finished grades shall not exceed 4H:1V unless otherwise approved by City Engineer. Heavy duty and redundant BMPs are needed in steep slopes and protected wetlands and ponds.
3. Larger areas of disturbance will need to incorporate temporary sediment basins sized appropriately for the drainage area until turf is established on site.
4. Infiltration and filtration BMPs shall not be exposed to their final grade/native soils until the development is built out and fully stabilized (i.e., no grading or exposed soils).
5. Retaining wall permits must be obtained from the Building Official before any excavation retaining wall construction. Grades adjacent to retaining walls cannot be graded steeper than 3:1 prior to issuance of wall permits. Temporary slopes near retaining walls shall be seeded and blanketed within 7-days if retaining construction is not started.
6. The City shall receive a copy of the NPDES permit along with the grading plan and SWPPP prior to issuing the land alteration permit or allowing site disturbance.
7. A pre-construction meeting shall be held virtually or at City Hall with the Engineering Division and erosion control shall be installed and inspected by the City Engineer prior to any site disturbance.
8. Owner shall closely maintain the erosion and sediment control devices to protect the public right-of-way, roads and ditches from construction sediment. A rock construction entrance shall be provided and maintained.
9. Street sweeping on an as needed basis shall be part of the sediment control best management practices for the site. Dust must be controlled to the satisfaction of the City.
10. Tree replacement requirements shall be reviewed and approved by the Planning Division prior to disturbance.
11. Any material hauled on site shall be certified clean fill conforming to the City, County and State requirements.
12. LAP permit fees totaling \$1,878.20 need to be paid prior to disturbing the site.
13. A letter of credit (LOC) amount of \$593,044 and engineering cash escrow of \$30,600 need to be submitted prior to disturbance.
14. Erosion and sediment control measures may need to be installed to address any concentrated storm water flows from off site.

15. Developer and Owner shall defend, indemnify, and hold the City harmless from and against any claims or causes of action arising from or related to pollutants, contaminants, construction debris, waste or petroleum located on the property.
16. The City Engineer, or designated representative, must approve of the grading and erosion control plan prior to disturbance of the site.
17. Additional requirements as directed by the City may be added at a future date if proposed features do not adequately address drainage and erosion control prior to full turf establishment.
18. Hours of operation are restricted to 7:00 am to 7:00 pm Monday through Saturday.

Staff recommends passage of the attached resolution approving the Land Alteration Permit for The Crossings at Inver Woods by Titan Land.

JM

Attachments: Resolution
Grading Plan Exhibit
Land Alteration Permit Application
Appendix A: Plans

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

**RESOLUTION RELATING TO LAND ALTERATION PERMIT APPROVAL FOR THE CROSSINGS
AT INVER WOODS BY TITAN LAND**

RESOLUTION NO. _____

WHEREAS, the preliminary plat and PUD for a 152-unit apartment building and 30 townhomes were approved by Council on October 12, 2020; and

WHEREAS, the Developer, Titan Land, has submitted for Land Alteration Permit (LAP) No. C-102-20 for grading and excavating of material estimated in the amount of 38,000 cubic yards on said development; and

WHEREAS, the Developer, at his own risk, is requesting to start grading prior to final plan approval; and

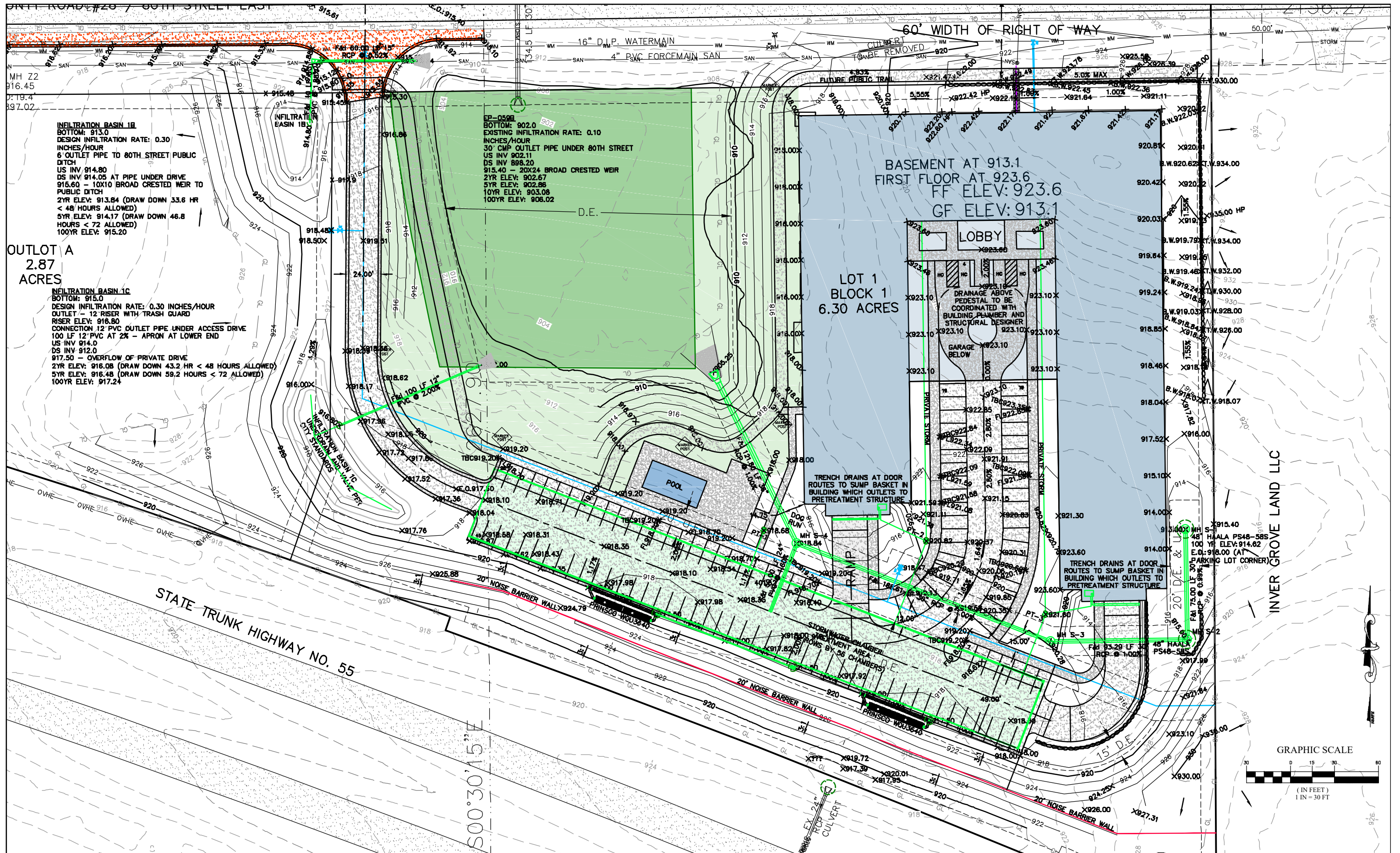
NOW, THEREFORE, IT IS HEREBY RESOLVED, that City Council hereby approves the submitted Land Alteration Permit No. C-101-20 be it that the conditions of approval are met by the Developer, as administered by the City Engineer, prior to disturbance of the site.

Adopted by the City Council of Inver Grove Heights this 9th day of November 2020.

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

MARK R. WELCH
DATE 10/16/2020 REG. NO. 42736

DATE: 5/21/2020
Prepared For:
TITAN LAND LLC
19356 MEADOWRIDGE TRAIL NORTH
MARINE ON ST CROIX, MN 55047
FILE NO.: 20-116 BASE

G³
G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923

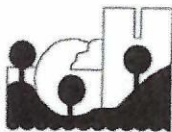
ENGINEERING
SURVEYING
PLANNING
Ph: 507-867-1666
Fax: 507-867-1665
www.gcg-10

DESIGNED MRW
DRAWN ADB
CHECKED MRW

REVISED	BY	DATE
RESUBMITTAL	ADB	8/24/2020
RESUBMITTAL	ADB	9/3/2020
RESUBMITTAL	ADB	9/11/2020
RESUBMITTAL	ADB	10/7/2020
RESUBMITTAL	ADB	10/16/2020

CITY OF INVER GROVE
HEIGHTS-DAKOTA COUNTY
BENCHMARK:

THE CROSSINGS AT INVER WOODS
LOT 1 BLOCK 1 GRADING PLAN
SHEET 1
OF 5 SHEETS



CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(612) 450-2500 • (612) 450-2502 (fax)

Permit No: C-102-20
Type: Council Approved

APPLICATION FOR LAND ALTERATION PERMIT

Date of Application 10-2-2020

Excavator

Excavator To be determined
Contact Person _____
Address _____
Telephone _____ Fax _____

Land Owner(s)

Land Owner Titan Land LLC / Crossings Ilt, LLC
Address 19356 Meadowridge Trail North Marine on St Croix MO
Telephone 651-433-0155 Cell/Fax 651-245-7222 55047

PID No. 20- 01700-2640 & 20- 01700-05-13
Legal Description Lot 1 Block 1 Addition The Crossing at Inver Woods
to be platted as
Section 17 Township 27

Land Owner _____
Address _____
Telephone _____ Fax _____
PID No. 20-
Legal Description Lot _____ Block _____ Addition _____
Section _____ Township _____

Description of Land Being Altered

General Location of Land Being Altered South of 80th Street, north of Hwy 55.

Purpose of Land Alteration Grading for 152 unit apartment building
Value of Work \$ _____ Estimated Start Date As soon as permitted
Estimated Completion Date Dec 31 2021

Source and Composition of Fill Sand import under slab
Cubic Yards of Fill 2395 c.y.
Cubic Yards of Excavation/Grading 34424 c.y. Topsoil + Excav.
Total Volume of Land Alteration = 37819 c.y.

Total Area of Land Altered 6.55 Acres Phase 1

A. Plan Checking Fees

0 up to 29 Cubic Yards	NO FEE
30 up to 499 Cubic Yards.....	\$25.00 plus \$0.25 per Cubic Yard..... \$32.50 - \$150.00
500 up to 9,999 Cubic Yards	\$150.00 plus \$0.03 per Cubic Yard..... \$165.00 - \$450.00
→ 10,000 up to 99,999 Cubic Yards.....	\$950.00 plus \$0.005 per Cubic Yard \$1000.00 - \$1450.00
100,000 Cubic Yards or more	\$1150.00 plus \$0.003 per Cubic Yard \$1450.00 and above

B. Grading Permit Fees

0 up to 29 Cubic Yards	NO FEE
30 up to 499 Cubic Yards.....	\$25.00 plus \$0.25 per Cubic Yard..... \$32.50 - \$150.00
500 up to 9,999 Cubic Yards	\$150.00 plus \$0.02 per Cubic Yard..... \$160.00 - \$350.00
→ 10,000 up to 99,999 Cubic Yards.....	\$550.00 plus \$0.005 per Cubic Yard \$550.00 - \$1,000.00
100,000 Cubic Yards or more	\$800.00 plus \$0.002 per Cubic Yard \$1000.00 and above

CITY USE ONLY

As part of a common development
provide:
Letter of Credit; and
Engineering Cash Escrow

A. Plan Checking Fee	\$ 1139.10
B. Grading Permit Fee	\$ 739.10
Total Fee (A + B)	\$ 1878.20
Amount of Bond	\$ 30,750.00

(\$5,000 per acre, minimum \$10,000; Must be submitted upon approval of application, if applicable).

Attachments to Application (The following plans, drawings, calculations, bonds and/or statements are required by the City Engineer).

- ☐ Half-section map or sketch of property showing all adjacent property indicating the existing buildings and/or structures.
- ☐ Grading plan showing existing and proposed finished contours and elevations.
- ☐ Drainage plan showing existing and proposed drainage ways, culverts, storm sewer pipe, drainage structures, stabilization walls, retaining walls, cribbing, dams, or other protective items.
- ☐ Calculations for and approximate quantities of excavation and/or fill required.
- ☐ Signed statement from the property owner accepting responsibility for the operation and granting permission for land alteration/mining operation.
- ☐ Statement to be attached to deed advising of potential need for soil tests prior to any construction on lots where additional fill material has been placed.
- ☐ Sediment and erosion control plan meeting the requirements of the City of Inver Grove Heights City Code Title 9, Chapter 5: Stormwater Management.
- ☐ Conformance with the City of Inver Grove Heights Water Resource Management Plan.
- ☐ Soil borings.
- ☐ Conformance with the City of Inver Grove Heights' Tree Preservation Ordinance.
- ☐ A final use plan, illustrating the ultimate land uses projected for the property.
- ☐ Location and surface type of access roads.
- ☐ Certification of Comprehensive General Liability Insurance.
- ☐ Compaction and/or Soil Density Requirements.
- ☐ Other: _____

Note:
LCC amount
to be
determined
KPS

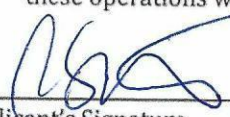
Stipulations

1. A plan checking fee of \$ 1139¹⁰ shall be submitted with the Land Alteration application.
2. A grading permit fee of \$ 739¹⁰ shall be submitted upon City approval and before issuance of land alteration permit documents.
3. A \$1500.00 escrow shall be provided for non-compliance activities that are identified by an inspection.
A written notice will be issued if the escrow funds will be used to correct a non-compliant issue.
4. The above fees do not include City expenses for environmental reviews such as: EAWs, AUARs, or EISs. The City reserves the right to collect additional costs if the project requires additional environmental reviews.
5. A surety bond or certified check in the amount of \$ ~~32,750~~ (\$5,000 per acre, minimum \$10,000) must be submitted after approval of application and prior to any work. This bond or check is to ensure satisfactory performance and compliance with the surety bond or check shall be kept active until the completion work and/or be released by written notification of the City after a satisfactory final inspection has been performed by the City.

As part of a common development provide:
Letter of Credit; and
Engineering Cash Escrow

to be determined
[Signature]
6. All land alteration permits issued to a specific location shall be based on the cumulative quantity of earthwork as the final determination of fees. The City reserves the right to adjust fees based on cumulative quantities.
7. All access and street frontage of the land site must be controlled by a fence, a minimum of four (4) feet in height. All entrances must have gates that are capable of being locked.
8. Only rock, sand, gravel, dirt or similar natural earth fill is permitted. No concrete, asphalt, or demolition wastes will be permitted as fill unless a demolition landfill permit is first obtained from Dakota County (see attached).
9. Operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday - Saturday, and shall not interfere with the health and safety of surrounding residents and the premises shall be maintained at all times so as not to create a nuisance.
10. Any explosives used must be done so in accordance with Inver Grove Heights Code and any other applicable standards, e.g., Federal, State, Industrial, etc. Obtain all required permits.
11. At end of each season's operations and no later than the last day of December, each year, the site is to be left in a neat and orderly condition, with maximum slopes of 3:1 with no overhang of vertical banks and with a level bottom.
12. Each day, or when required by the City, material from this operation that is found to exist on City streets shall be cleaned to the City's satisfaction by the applicants.
13. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and planted with vegetation (subject to approval by the City) to prevent erosion.

14. Upon completion of land alteration operations or expiration of this permit, an inspection will be made by the City of the premises and adjoining streets. Any damage to have been caused by these operations will be corrected by the applicant upon notification of the City.


Applicant's Signature

Date

11/4/20

Property Owner's Signature

Date

Property Owner's Signature

Date

CITY USE ONLY

Recommended for Approval

☐

Yes

☐

No

By _____ Date _____

Recommended for Approval

☐

Yes

☐

No

By City Council Date _____

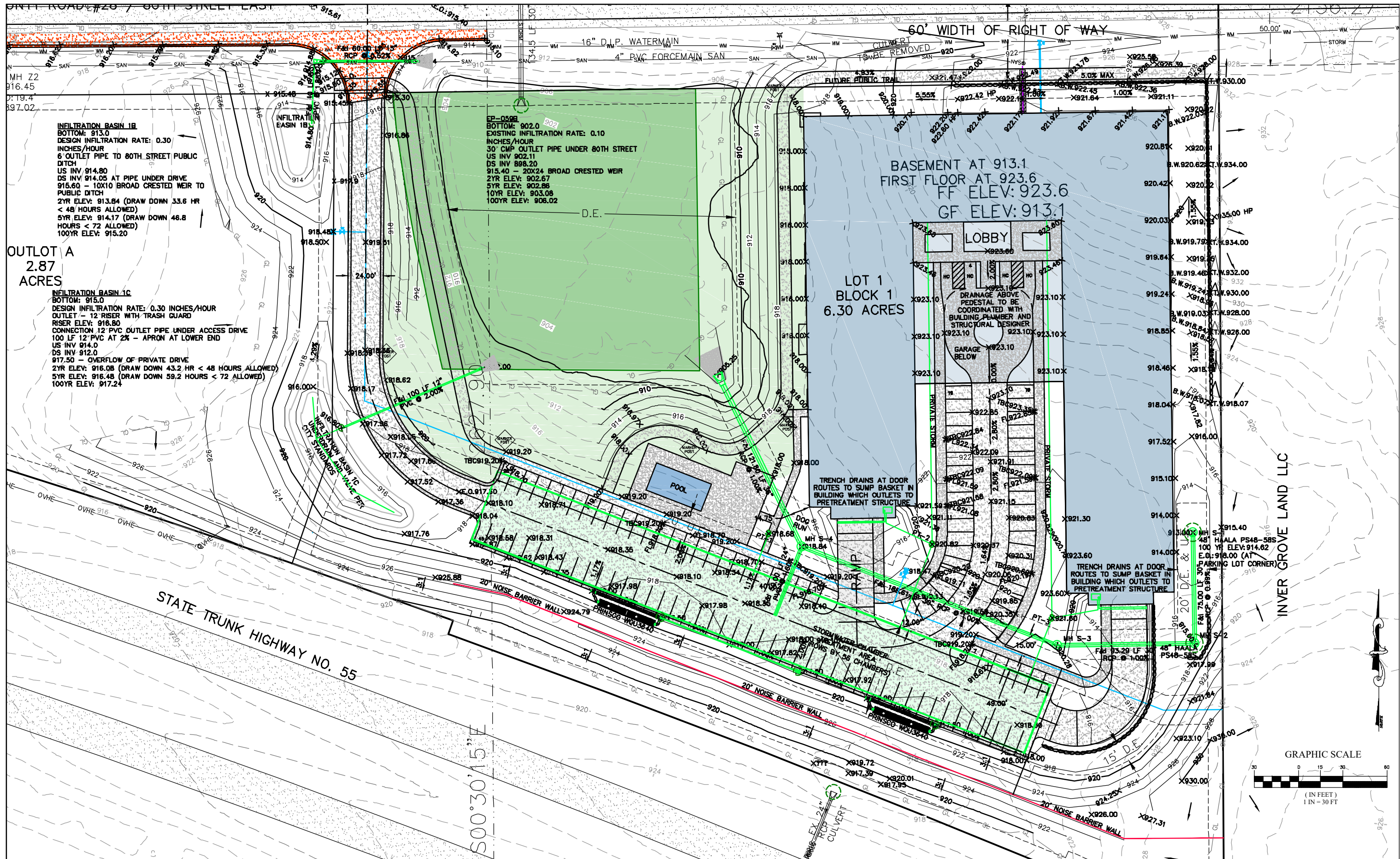
Bond No. _____

Date Bond Expires _____

Insurance Company _____ Date Insurance Expires _____

APPENDIX A

PLANS
FOR GRADING
THE CROSSINGS AT INVER WOODS



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

MARK R. WELCH
DATE 10/16/2020 REG. NO. 42736

DATE: 5/21/2020
Prepared For:
TITAN LAND LLC
19356 MEADOWRIDGE TRAIL NORTH
MARINE ON ST CROIX, MN 55047
FILE NO.: 20-116 BASE

G³
G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923

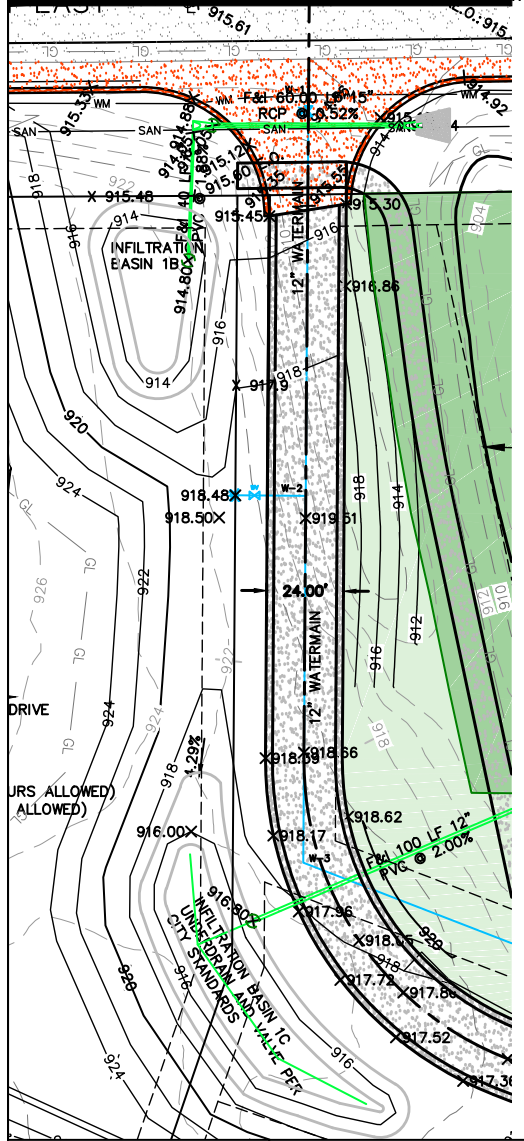
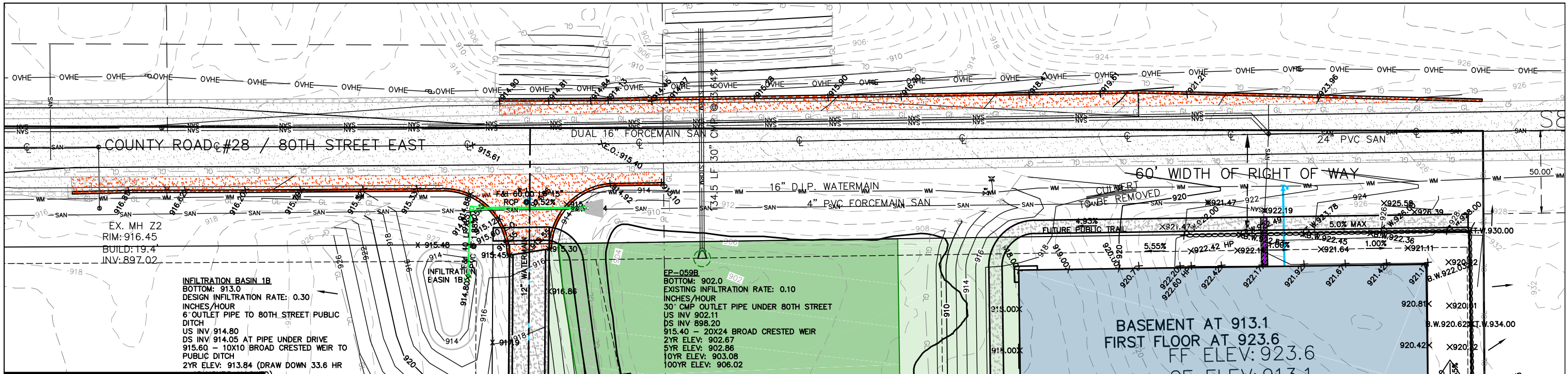
ENGINEERING
SURVEYING
PLANNING
Ph: 507-867-1666
Fax: 507-867-1665
www.gcg-10

DESIGNED **MRW**
DRAWN **ADB**
CHECKED **MRW**

REVISED	BY	DATE
RESUBMITTAL	ADB	8/24/2020
RESUBMITTAL	ADB	9/3/2020
RESUBMITTAL	ADB	9/11/2020
RESUBMITTAL	ADB	10/7/2020
RESUBMITTAL	ADB	10/16/2020

CITY OF INVER GROVE
HEIGHTS-DAKOTA COUNTY
BENCHMARK:

THE CROSSINGS AT INVER WOODS
LOT 1 BLOCK 1 GRADING PLAN
SHEET 1
OF 5 SHEETS



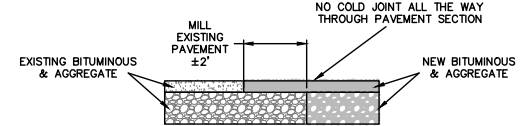
LEGEND

- WATER HYDRANT & GATE VALVE
- SANITARY MANHOLE
- STORM MANHOLE & CATCHBASIN
- SIGNS
- COMMUNICATIONS BOX
- ELECTRIC POLE
- LIGHT POLE
- TREE
- MAJOR CONTOUR
- MINOR CONTOUR
- WATERMAIN
- SANITARY SEWER
- STORM SEWER
- OVHE
- UNDERGROUND ELECTRIC LINES
- UNDERGROUND COMMUNICATIONS LINE
- RAILING, CHAINLINK FENCE
- WAT
- TILE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EASEMENT LINE
- RETAINING WALL
- BITUMINOUS SURFACING
- CONCRETE SURFACING
- AGGREGATE SURFACING
- PROPOSED BITUMINOUS SURFACING
- PROPOSED CONCRETE SURFACING
- OPEN SPACE MARKER POST SIGNAGE
- SILT FENCE (PER IGH. PLATE NO. EC-02)
- GRADING LIMITS
- PROPOSED SPOT ELEVATION
- PROPOSED SLOPE
- INLET BARRIER (PER IGH. PLATE NO. EC-04)
- PROPOSED EROSION CONTROL BLANKET (PER MNDOT 3885 CAT. 3N)
- ROCK CONSTRUCTION ENTRANCE (PER IGH. PLATE NO. EC-03)
- RIP RAP (PER MNDOT 3133D)
- PROPOSED BOTTOM WALL SPOT ELEVATION
- PROPOSED TOP WALL SPOT ELEVATION

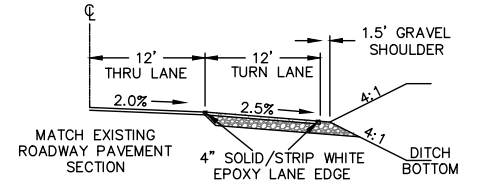
QUANTITIES
TOP VS TOP
CUT - 28,400 CY
FILL + 18,505 CY

GENERAL EROSION CONTROL AND CONSTRUCTION NOTES:

- PLACE MACHINE SLICED SILT FENCE AS SHOWN ON THE PLANS AND WHERE DIRECTED BY THE ENGINEER, AT TOE OF FILL SLOPES AND MAINTAIN UNTIL TURF HAS BEEN WELL ESTABLISHED. (INSTALLATION OF SILT FENCE MUST TAKE PLACE PRIOR TO DISTURBING THE WATERSHED). INSTALL AND MAINTAIN INLET PROTECTION AT ALL CATCHBASINS AND INLETS LOCATED WITHIN THE PROJECT AND IMMEDIATELY DOWNSTREAM OF THE PROJECT.
- CONSTRUCT AND MAINTAIN TEMPORARY ROCK CONSTRUCTION ENTRANCE AT ALL CONSTRUCTION ENTRANCES USED DURING CONSTRUCTION TO CONTROL SEDIMENT FROM LEAVING SITE PER CITY OF INVER GROVE HEIGHTS PLATE NO. EC-03, CLOSE OTHER ENTRANCES WITH SILT FENCE.
- REMOVE ALL TOPSOIL AND ORGANIC MATERIAL. STOCKPILE IN APPROVED LOCATIONS ON-SITE. PROVIDE PERIMETER CONTROL AROUND ALL STOCKPILES. PROVIDE TEMPORARY COVER IF STOCKPILE WILL BE INPLACE MORE THAN 7 DAYS.
- ALL EXCAVATED MATERIAL SHALL BE PLACED ON SITE AS DIRECTED BY THE ENGINEER OR HAULED TO AN APPROVED LOCATION. ANY TEMPORARY STOCKPILES SHALL HAVE SILT FENCE INSTALLED AROUND THE DOWN SLOPE EDGE TO PREVENT DOWNSTREAM SEDIMENTATION. TEMPORARY COVER SHALL BE ESTABLISHED AFTER 7 DAYS.
- ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
- THE CONTRACTOR SHALL ROUTINELY INSPECT THE CONSTRUCTION SITE ONCE EVERY 7 DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION MUST BE RECORDED IN WRITING.
- THIS PROJECT DOES REQUIRE AN NPDES PERMIT BASED ON AREA DISTURBED AND DOES REQUIRE A PERMANENT STORM WATER MANAGEMENT SYSTEM/TREATMENT DUE TO THE INCREASE IN IMPERVIOUS SURFACING BEING MORE THAN ONE ACRE. A SWPPP HAS BEEN PREPARED FOR THIS PROJECT AND SHALL BE PART OF THESE PLANS. BEST MANAGEMENT PRACTICES BEYOND WHAT MAY BE SHOWN ON THIS PLAN OR WITHIN THE SWPPP SHOULD BE CONSIDERED IF GRADING CAUSES EROSION NOT CONTAINED BY MEASURES SHOWN ON THIS PLAN.
- RESPREAD TOPSOIL (4" MIN.), FERTILIZE, SEED, & DISK ANCHOR MULCH ALL DISTURBED AREAS. SOD OR SEED WITH MNDOT MIXTURE 25-131 WITH THE FOLLOWING ADDITIONS:
FERTILIZER SHALL 24-12-24 AND BE APPLIED AT A RATE OF 300 LBS/ACRE.
MIXTURE 25-131 SEEDING SHALL BE APPLIED AT A RATE OF 220 LBS/ACRE.
MIXTURE 33-261 SEEDING SHALL BE APPLIED AT A RATE OF 35 LBS/ACRES. (STORMWATER FACILITIES)
MULCH SHALL BE APPLIED AT A RATE OF 2 TONS/ACRE.
*THE SEASON FOR SEEDING SHALL BE FROM APRIL 1ST - JUNE 1ST AND JULY 20TH - SEPTEMBER 20TH, AND AS DORMANT SEEDING AFTER NOV. 1ST. ONLY TEMPORARY SEEDING WILL BE ALLOWED SEPT. 20TH - NOV. 1ST) (REFERENCE MNDOT SEEDING MANUAL FOR ADDITIONAL SEEDING INFORMATION)
- TEMPORARY SEED WITH MNDOT MIX 22-111 (MAY 1ST THRU AUGUST 1ST) OR MNDOT MIX 22-112 (AUGUST 1ST THRU OCTOBER 1ST) AT A RATE OF 100LB/ACRE. INCLUDING DISK ANCHORED MULCH ON ALL SLOPES GREATER THAN 200' OR 5%.
- PER CURRENT MPCA REQUIREMENTS. CONCRETE WASHOUTS, WHICH PROHIBIT WASHOUT LIQUID AND SOLID WASTES FROM CONTACTING THE GROUND AND ENTERING THE GROUNDWATER, MAY BE; APPROVED FACILITIES OFFSITE, PORTABLE ONSITE FACILITIES, OR FACILITIES CONSTRUCTED ONSITE. ON SITE CONSTRUCTED FACILITIES SHALL HAVE A LEAK-PROOF, IMPERMEABLE LINER AND FOLLOW THE CONSTRUCTION, MAINTENANCE AND REMOVAL PROCESSES AS RECOMMENDED ON THE MPCA WEBSITE ([HTTP://WWW.PCA.STATE.MN.US/PUBLICATIONS/WQ-STRM2-24.PDF](http://www.pca.state.mn.us/publications/WQ-STRM2-24.PDF)).
- OWNER HAS BEEN MADE AWARE THAT THERE ARE DESIGN SLOPES LESS THAN 2% AND ACCEPTS ANY ISSUES THAT MAY RESULT FROM THIS DESIGN.
- DITCHES WITHIN 200' OF SURFACE WATER OR PROPERTY LINE STABILIZED IN 24 HOURS AFTER CONNECTION.
- SLOPES STEEPER THAN 4:1 AND 4:1 SLOPES LONGER THAN 30' ARE SEEDED AND PROTECTED WITH EROSION CONTROL BLANKETS OR SODDED AND STAKED. BLANKET CATEGORY 3N PER MNDOT 3885. SLOPES STEEPER THAN 4:1 ARE STABLE FROM LAND-SLIDING AND SURFACE EROSION.
- MINIMIZE CONSTRUCTION TRAFFIC OVER UNPAVED AREAS OF THE SITE.
- FINAL GRADING OF THE INFILTRATION BASINS SHALL BE COMPLETED AFTER MASS GRADING UPSTREAM IS COMPLETE AND STABILIZED.
- INSTALL A DOUBLE ROW OF SILT FENCE BETWEEN WETLANDS AND THE DISTURBED AREAS.
- GOVERNING SPECIFICATIONS - THE MOST RECENT EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SUBJECT TO ANY AMENDMENTS & THEN 2018 EDITION OF THE "STANDARD UTILITIES SPECIFICATIONS" AS PER THE CITY ENGINEER'S ASSOCIATION OF MINNESOTA SHALL GOVERN, ALONG WITH ANY DESIGN CRITERIA LOCATED WITHIN THE DAKOTA COUNTY ZONING ORDINANCE. UNLESS OTHERWISE SPECIFIED WITHIN THIS PLAN.
- UPON COMPLETION OF THE PROJECT, A CERTIFICATION LETTER AND AS-BUILT SURVEY, FROM A REGISTERED ENGINEER OR LAND SURVEYOR SHALL BE PROVIDED TO THE CITY CERTIFYING THAT THE SITE GRADES ARE SHOWN.
- ALL RETAINING WALLS SHOWN ON THE GRADING PLAN SHALL BE CONSTRUCTED DURING THE GRADING PHASE.
- ALL RETAINING WALLS SUPPORTING A SURCHARGE AND/OR 4 FEET AND HIGHER REQUIRE A SEPARATE BUILDING PERMIT.



PAVEMENT TYPICAL
NOT TO SCALE



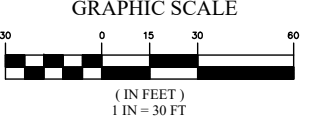
TURN LANE TYPICAL SECTION
NOT TO SCALE

OWNER
PAT WISTL
1462 80TH ST E
INVER GROVE HEIGHTS, MN 55077

DEVELOPER
TITAN LAND LLC
19356 MEADOWRIDGE TRAIL NORTH
MARINE ON ST CROIX, MN 55047
651-433-0155
peterstalland@hotmail.com

ENGINEER & SURVEYOR
G-CUBED INC.
14070 HWY. 52 SE
CHATFIELD, MN 55923
507-867-1666
markw@ggg.to

ARCHITECT
MOMENTUM DESIGN GROUP
755 PRIOR AVE N #301A
ST PAUL, MN 55104
651.728.1188
nick@mdgarchitects.com
jesse@mdgarchitects.com



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE 10/16/2020 REG. NO. 42736

DATE: 5/21/2020
Prepared For:
TITAN LAND LLC
19356 MEADOWRIDGE TRAIL NORTH
MARINE ON ST CROIX, MN 55047
FILE NO.: 20-116 BASE

G³
G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923

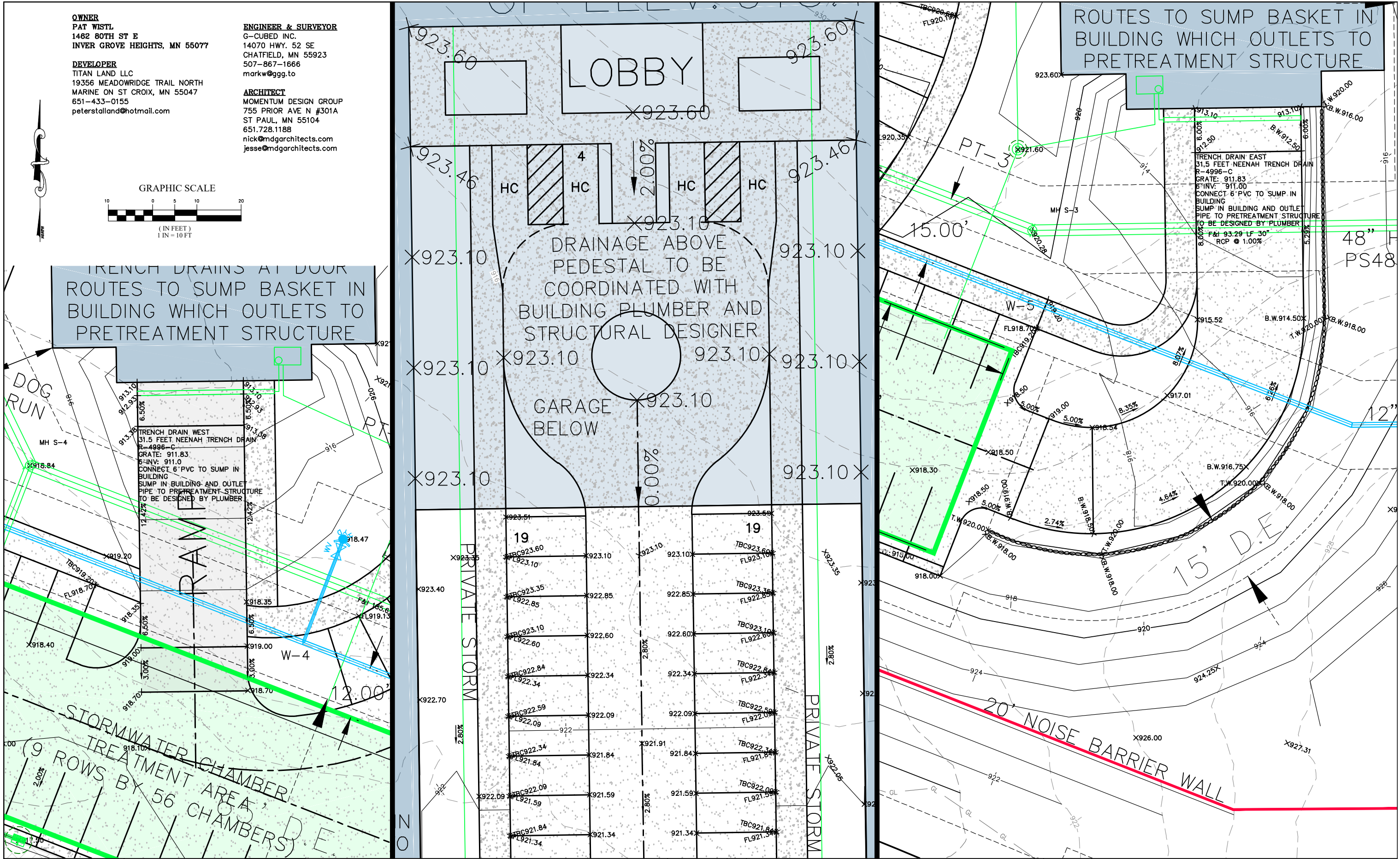
ENGINEERING
SURVEYING
PLANNING
Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to

DESIGNED MRW
DRAWN ADB
CHECKED MRW

REVISED	BY	DATE
RESUBMITTAL	ADB	8/24/2020
RESUBMITTAL	ADB	9/3/2020
RESUBMITTAL	ADB	9/11/2020
RESUBMITTAL	ADB	10/7/2020
RESUBMITTAL	ADB	10/16/2020

CITY OF INVER GROVE
HEIGHTS-DAKOTA COUNTY
BENCHMARK:

THE CROSSINGS AT INVER WOODS
LOT 1 BLOCK 1 GRADING PLAN
SHEET 2
OF 5 SHEETS

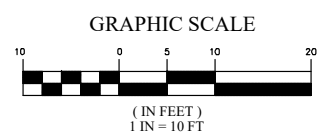


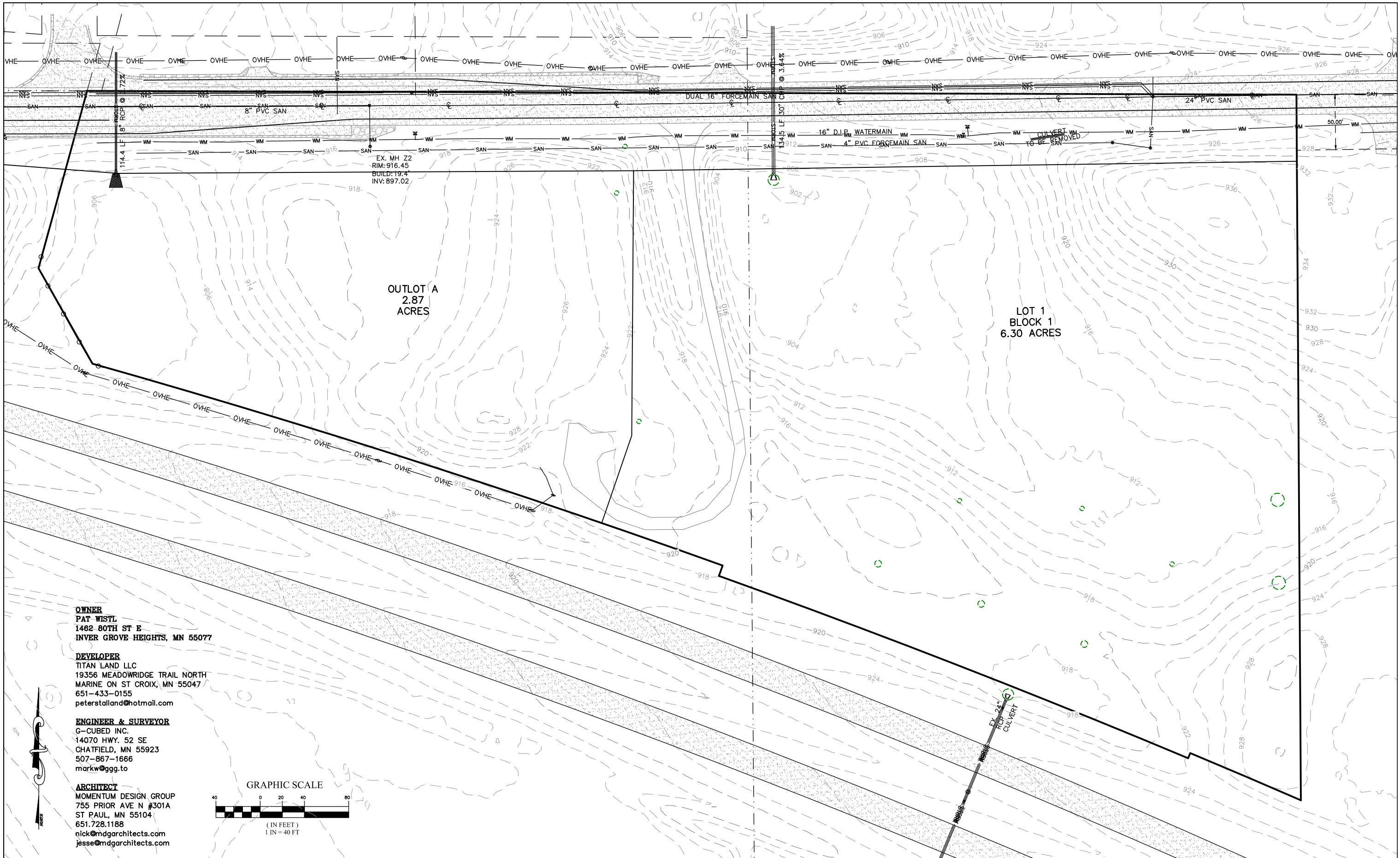
OWNER
PAT WISTL
1462 80TH ST E
INVER GROVE HEIGHTS, MN 55077

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MARINE ON ST CROIX, MN 55047
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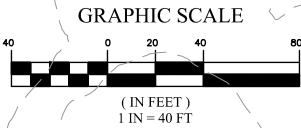


OWNER
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1462 80TH ST E
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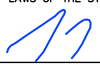
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jesse@mdgarchitects.com



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA


Geoffrey G. Griffin

DATE 10/16/2020 REG. NO. 21940

FILE NO.: 20-116 BASE



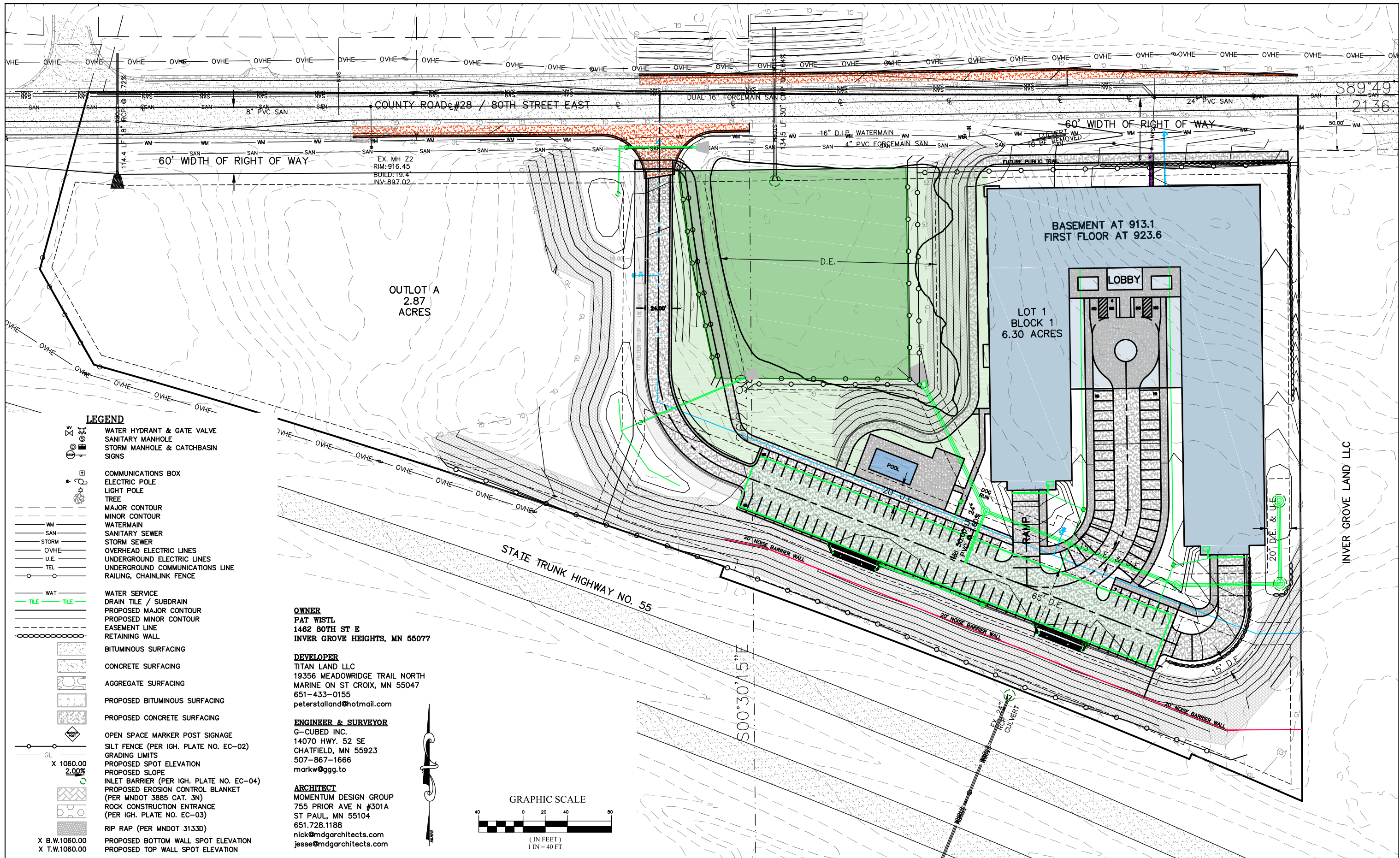
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DESIGNED	MRW
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RESUBMITTAL	ADB	10/7/2020
RESUBMITTAL	ADB	10/16/2020



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DATE: 10/16/2020 REG. NO. 42736

MARK R. WELCH

DATE: 5/21/2020 Prepared For: TITAN LAND LLC 19356 MEADOWRIDGE TRAIL NORTH MARINE ON ST CROIX, MN 55047

FILE NO.: 20-116 BASE

G³

G-Cubed

14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING SURVEYING PLANNING

Ph: 507-867-1666
Fax: 507-867-1665
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DESIGNED: MRW
DRAWN: ADB
CHECKED: MRW

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RESUBMITTAL	ADB	10/16/2020

CITY OF INVER GROVE HEIGHTS-DAKOTA COUNTY

BENCHMARK:

THE CROSSINGS AT INVER WOODS

EROSION CONTROL PLAN

SHEET 5
OF 5 SHEETS

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 9, 2020
 Item Type: Consent
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a



Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider awarding the purchase of a Self-Contained Breathing Apparatus (SCBA) fill station to Alex Air Apparatus for \$15,349.

SUMMARY

In 2019, the Fire Department ordered a new truck that would serve multiple purposes, including rescue, command and eventually, be used as a SCBA fill station. However to save money at the time of the order, the SCBA fill station for the truck was not purchased and planned to be added once delivery of the truck was made. Money from the 2019 budget was rolled over to the 2020 budget to pay for a fill station.

We received two quotes for fill stations: one from Alex Air Apparatus for a Bauer system at \$15,349 and one from Clarey's Safety Equipment for a Firehouse system at \$12,837. While the Alex Air Bauer system is priced higher, we would like to purchase that brand. First, we have had Bauer systems and have had very few issues with them. We did purchase a SCBA system in the past that was not made by Bauer and had significant maintenance issues with it to where it was unusable for periods of time. While we have never owned a Firehouse System, the product is fairly new, so it does not have a long-term history yet. While it could turn out to be an excellent product, we are certain of the Bauer name and the reliability of their products that have been around for 70 years.

Since SCBA air systems last 20-25 years, the difference in price right now will be minimal overall. Also, having a trusted name will provide us with a higher potential that we will have a reliable system going forward and therefore, will give us a better overall value.

Staff recommend purchase of a Bauer SCBA fill station for the cost \$15,349 from Alex Air Apparatus.



Date	Customer PO
10/29/2020	JB-EB

Inver Grove Heights Fire Department

S.O. #

Promise Date

Terms

Sales Rep

J Becker

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX

*FREIGHT PREPAID & ADDED

*F.O.B SHIPPING POINT

**THIS IS NOT AN INVOICE*

SHIPPING:	\$550.00
-----------	----------

Tax Rate

SUB: \$14,799.00

TAX:

TOTAL: \$15,349.00

Authorized Signature of Approval



Clarey's Safety Equipment

A Division of Ultimate Safety Concepts, Inc.

3555 Ninth Street NW, Suite #200
Rochester, MN 55901
507/289-6749 or 800/558-8009 - Fax 507/289-5213

☐**ORDER**☒**QUOTE**

DATE	10/13/20	ACCOUNT #	090500
	BILL TO:	SHIP TO:	
CUSTOMER:	INVER GROVE HEIGHTS FIRE DEPT		INVER GROVE HEIGHTS FIRE DEPT
ADDRESS	8150 Barbara Avenue East		9200 Courthouse Blvd
CITY/STATE/ZIP	Inver Grove Heights, MN 55077		Inver Grove Heights, MN 55077
CONTACT NAME:	Asst Chief Eric Bergum	PO #	
PHONE:	612-247-1445	EMAIL	
FAX:		SHIPPING CHARGES QUOTED?	

FROM:	Jay Clarey	jayclarey@clareys.com	Cell 507-269-1089
-------	------------	-----------------------	-------------------

NUMBER OF PAGES:	1
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WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING EQUIPMENT:

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
(1)		Firehouse Systems 3-Position Safe Fill Station with Custom Control Panel, Regulator, Regulator Pressure Gauge, Fill Valve, SCBA Gauge and Bleed with 4-Bank Auto-Cascade System		\$ 12,837.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION ELECTING TO CONTINUE TO PARTICIPATE IN THE LOCAL HOUSING INCENTIVES ACCOUNT PROGRAM UNDER THE METROPOLITAN LIVABLE COMMUNITIES ACT FOR 2021 THROUGH 2030

Meeting Date: November 9, 2020
 Item Type: Consent
 Prepared by: Heather Rand
 Community Development Director
 Contact: 651-450-2546

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

The City Council is to consider adoption of the “Resolution Electing to Participate in the Local Housing Incentives Account Program Under the Metropolitan Livable Communities Act” (LCA), as attached. This is re-enrollment in a housing program that the city has participated for over 25 years to provides the city and its partners access to state funds.

SUMMARY:

The City has the opportunity to re-enroll in the Livable Communities Act (LCA) Program of the Metropolitan Council. By re-enrolling, the city gains insight and support from the Met Council both technical and financial, that is meant to advance of the creation of affordable housing in the region and also meet life cycle housing needs in the city in the coming years. The City of Inver Grove Heights has participated in the Met Council Livable Communities Act (LCA) program since its inception in the mid-1990’s.

To continue to participate in the program, the City must agree to goals for affordable housing and life cycle housing and work towards these goals throughout the next decade. The Metropolitan Council’s housing goals for LCA for Inver Grove Heights for 2021-2030 are to work toward the creation of between 325-591 new affordable units of housing and another 1,713 units of new life-cycle or multi-family/apartment housing. there are no punitive actions the Met Council may take should the city not achieve the goals in the next 10 years but rather, the goals are aspirational and helpful focus to work toward achieving. Should the city choose not to re-enroll, the city will not be eligible to apply in partnership with the Dakota CDA and real estate developers for a variety of Met Council financial housing development funds. Recent examples of Met Council LCA Program funding by way of grants received by affordable housing projects located in IGH include Cahill Place Apartments and the renovation of the Prairie Estates Apartments. Concluding that the city’s enrollment in the program to date has been helpful seems justified.

The recently adopted Inver Grove Heights 2040 Comprehensive Plan supports the development of additional affordable housing and life-cycle housing, further solidifying that the city’s re-enrollment in the LCA program to be wise. It serves as the city’s housing action plan and has been submitted to the Metropolitan Council and has gained their approval as a guiding document.

Staff recommends approval of the Resolution Electing to Continue Participating (re-enrollment) in the Local Housing Incentives Account Program Under the Metropolitan Livable Communities Act in partnership with the Metropolitan Council.

**RESOLUTION ELECTING TO PARTICIPATE IN
THE LOCAL HOUSING INCENTIVES ACCOUNT PROGRAM
UNDER THE METROPOLITAN LIVABLE COMMUNITIES ACT**

CALENDAR YEARS 2021 THROUGH 2030

RESOLUTION NO. _____

WHEREAS, the Metropolitan Livable Communities Act (Minnesota Statutes sections 473.25 to 473.255) establishes a Metropolitan Livable Communities Fund which is intended to address housing and other development issues facing the metropolitan area defined by Minnesota Statutes section 473.121; and

WHEREAS, the Metropolitan Livable Communities Fund, comprising the Tax Base Revitalization Account, the Livable Communities Demonstration Account, the Local Housing Incentive Account and the Inclusionary Housing Account, is intended to provide certain funding and other assistance to metropolitan-area municipalities; and

WHEREAS, a metropolitan-area municipality is not eligible to receive grants or loans under the Metropolitan Livable Communities Fund or eligible to receive certain polluted sites cleanup funding from the Minnesota Department of Employment and Economic Development unless the municipality is participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254; and

WHEREAS, the Metropolitan Livable Communities Act requires that each municipality establish affordable and life-cycle housing goals for that municipality that are consistent with and promote the policies of the Metropolitan Council as provided in the adopted Metropolitan Development Guide; and

WHEREAS, a metropolitan-area municipality can participate in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254 if: (a) the municipality elects to participate in the Local Housing Incentives Program; (b) the Metropolitan Council and the municipality successfully negotiate new affordable and life-cycle housing goals for the municipality; (c) the Metropolitan Council adopts by resolution the new negotiated affordable and life-cycle housing goals for the municipality; and (d) the municipality establishes it has spent or will spend or distribute to the Local Housing Incentives Account the required Affordable and Life-Cycle Housing Opportunities Amount (ALHOA) for each year the municipality participates in the Local Housing Incentives Account Program.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Inver Grove Heights:

1. Elects to participate in the Local Housing Incentives Program under the Metropolitan Livable Communities Act for calendar years 2021 through 2030.
2. Agrees to the following affordable and life-cycle housing goals for calendar years 2021 through 2030:

Affordable Housing Goals Range	Life-Cycle Housing Goal
325-591	1713

3. Will prepare and submit to the Metropolitan Council a plan identifying the actions it plans to take to meet its established housing goals.

Adopted by the City Council of the City of Inver Grove Heights on the 9th day of November 2020.

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**PUBLIC HEARING AND CONSIDERATION OF SECOND READING OF AN ORDINANCE
AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8
ADJUSTING DEVELOPMENT FEES FOR 2021**

Meeting Date: November 9, 2020
Item Type: Public Hearing
Contact: Amy Hove, Finance Director
651-450-2521
Prepared by: Amy Hove, Finance Director
Reviewed by: Scott Thureen, PW Director
Allan Hunting, City Planner
Heather Rand, CD Director

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

PURPOSE/ACTION REQUESTED Council is asked to conduct the public hearing and consider the second reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

SUMMARY Minnesota State Statutes 462.353 sets forth the requirements with respect to a municipality's authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney's advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

The third and final reading is scheduled for December 14, 2020.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 5%. These proposed fees are based on financial projections supplied in Ehlers and Associates May 2016 Update. Staff does not propose any changes to the land use fees and escrows.

A copy of the first reading is available on the website and has been posted on social media. A copy has also been provided to River Heights Chamber of Commerce.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended in its entirety to read as follows:

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The City has installed water, sewer, and storm sewer improvements in the Northwest Area without assessing the costs against benefitting properties. The City intends to recover its costs through the collection of utility system connection fees.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does

not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	\$1,400 \$1,450 multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	\$930 \$960 per SAC Unit
Water Treatment Plant Fee	\$820 \$850 per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	\$1,940 \$2,010
1 ½ inch	\$4,350 \$4,500
2 inch	\$7,710 \$7,980
3 inch	\$18,280 \$18,920
4 inch	\$30,850 \$31,930
6 inch (or larger)	\$72,320 \$74,850

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	\$1,400 \$1,450 multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	\$510 \$530 per SAC Unit
B-Line Special Connection Charge	\$1,300 \$1,350 per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$620 \$640
6 inch	\$1,050 \$1,090
8 inch	\$1,860 \$1,930
10 inch	\$2,900 \$3,000
12 inch	\$4,200 \$4,350

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

**Fees Payable At Time of Plat
(Northwest Area)**

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$1,290 \$1,340 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,290 \$1,340 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,290 \$1,340 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,290 \$1,340 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest

	Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,290 \$1,340
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$1,290 \$1,340
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$1,290 \$1,340
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,290 \$1,340

In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.
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Fees Payable At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee (Northwest Area)	\$3,570 \$3,710 per SAC Unit
Water Treatment Plant Fee (Northwest Area)	\$760 \$790 per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	\$1,880 \$1,960
1 ½ inch	\$4,230 \$4,400
2 inch	\$7,520 \$7,820
3 inch	\$16,900 \$17,580
4 inch	\$30,080 \$31,280
6 inch (or larger)	\$70,500 \$73,320

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area.

The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$2,230 \$2,340 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$2,230 \$2,340 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$2,230 \$2,340 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$2,230 \$2,340 multiplied by a density factor of 12.0 multiplied by the Net Developable Area

In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,230 \$2,340.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$2,230 \$2,340.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$2,230 \$2,340.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District).

	The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,230 \$2,340.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	\$6,420 \$6,430 per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$640 \$640
6 inch	\$1,020 \$1,070
8 inch	\$1,830 \$1,920
10 inch	\$2,870 \$3,010
12 inch	\$4,110 \$4,320

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	\$14,560 \$15,290 per acre multiplied by the Net Developable Area

In the R-3B and R-3C Zoning Districts	\$14,560 \$15,290 per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	\$16,730 \$17,570 per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	\$16,280 \$17,090 per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	\$15,820 \$16,610 per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	\$14,910 \$15,660 per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	\$14,910 \$15,660 per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	\$15,820 \$16,610 per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended in its entirety to read as follows:

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~\$4,860~~ \$5,030 per acre for water trunk line area benefit

~~\$4,860~~ \$5,030 per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 4. Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

- B. Fee Amounts and Escrow Deposit: The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	\$250		
Conditional Use Permit, Impervious surface single family residential	\$250		\$1,500
Conditional Use Permit, other	\$500		\$5,000
Conditional Use Permit, other – amendment	\$150		\$1,000
Comprehensive Plan Amendment	\$500	\$50	\$2,500
Comprehensive Plan Amendment - minor	\$200		\$250
Zoning Code Amendment	\$500		\$500
Zoning Code Amendment – minor	\$100		\$250
Rezoning	\$500	\$50	\$500
Variance - Residential	\$200		
Variance - Commercial	\$200		
Planned Unit Development Preliminary	\$1,000 + plat fees		\$5,000
Final	\$500		\$3,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$5,000
Preliminary Plat	\$500/+ \$5 per lot		\$5,000
Final Plat – single family	\$500	\$25/lot	\$5,000
Final Plat - other	\$200	\$100/acre	\$5,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	\$500
Street Dedication	\$150	\$50	
Wetland Conservation Act Certification	\$75		
Wetland Replacement Plan	\$200	\$100/acre	\$2,500
Northwest Area Sketch Plan Review			\$1,000
Northwest Area Environmental Studies Fee	\$80/gross acre		
Abstract Fee	\$46		
Interim Use Permit	\$500		\$1,250
Non Conforming Use Certificate	\$500		\$1,250

(Ord. 1180, 12-10-2007)

Section 4. Effective Date. This Ordinance shall be in full force and effect on January 1, 2021 and after its passage and publication according to law.

Passed this 14th day of December, 2020.

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Resolution Adopting Final Assessment Roll for Outlot A Short Properties (PID 206777500010) for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail)

Meeting Date: November 9, 2020
 Item Type: Assessment Hearing (Continuation)
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Public Hearing to consider resolution adopting final assessment roll for Outlot A Short Properties (PID 206777500010) for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

SUMMARY

The public hearing to consider adopting the final assessment roll for City Project No. 2019-09C – Cahill Avenue Mill and Overlay was held on October 12, 2020. Council adopted the final assessment roll for the project except for Outlot A Short Properties (PID 206777500010). Council continued the assessment hearing for Outlot A Short Properties (PID 206777500010) to the November 9th regular meeting and directed staff to discuss the assessment terms with the property owners and come to an amicable resolution. A copy of the objection letter received from the Shorts and a City staff response letter is attached.

Staff contacted Mr. Chris Short to discuss the assessment and have agreed to the following assessment terms:

1. A proposed final assessment amount of \$4,000.00. The proposed assessment amount for Outlot A is based on the special benefit amount provided by the independent appraiser.
2. A deferred assessment agreement has been prepared by the City Attorney in which the assessment expires after 15 years unless the property is developed, conveyed, sold, or transferred. The deferred amount shall not accrue interest during the deferral period. The Shorts have signed the agreement.

Council will need to adopt the final assessment roll for Outlot A Short Properties in the amount of \$4,000. By separate action, scheduled to follow on the regular agenda, Council can approve a resolution approving a special assessment deferment and waiver of assessment appeal agreement for Outlot A Short Properties.

Staff recommends approval of a resolution adopting the final assessment amount of \$4,000 and a 5-year term to pay the assessment at 3.15 percent for Outlot A Short Properties (PID 206777500010).

SWD/jm

Attachments: Public Assessment Hearing Participation Instructions
 Resolution
 Final Assessment Roll for Outlot A Short Properties Plat (PID 206777500010)
 Chris and Barbara Short Objection Letter dated 10-8-20
 City Staff Response Letter dated 10-26-20

Public Assessment Hearing Participation Instructions

Continuation of Public Assessment Hearing for Outlot A of Short Properties

The public hearing on Monday, November 9, 2020 will be an in-person meeting and can also be accessed remotely via Zoom. If you are interested in participating and cannot attend in person, please contact Rebecca Kiernan prior to this meeting via telephone (651) 450-2513 or email (rkiernan@invergroveheights.org) to inform her - your name, address and to that you want to comment on the Assessment Hearing. Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@invergroveheights.org). Comments received prior to 4:00 p.m. on Monday, November 9, 2020, will be provided to the Council at or before the meeting. **Phone Number to Reach Meeting: 651-450-2471**

Any objections to the proposed assessment must be received prior the assessment hearing being closed. The objection must be in writing from the property owner(s), provide the property address, be signed, and be received by the City Clerk before the end of the hearing.

To object to the assessment, you may:

- (1) Mail a written objection to: Public Hearing CP 2019-09C, c/o City Clerk, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077.
- (2) Drop a written objection (addressed as shown above) in the utility payment box located across from City Hall front entrance doors.
- (3) Email your objection letter to cityclerk@invergroveheights.org

To provide feedback or participate in the public hearing on November 9th, you have the following options:

- (1) Mail written comments to the City in advance of the hearing at: Public Hearing CP 2019-09C, C/O City Clerk, City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077. Written comments received prior to 4:00 p.m. on Monday, November 9, 2020, will be provided to the Council at or before the hearing and incorporated into the record.
- (2) Drop written comments (addressed as shown above) in the utility payment box (across from City Hall front entrance doors) in advance of the hearing. Written comments received prior to 4:00 p.m. on Monday, November 9, 2020, will be provided to the Council at or before the hearing and incorporated into the record.
- (3) Email your comments to cityclerk@invergroveheights.org
- (4) To provide public comment during the meeting, **via phone call only:**
 - a. Phone number: 651-450-2471
 - b. Please call in by 7 pm, the City Council meeting start time on November 9, 2020.
 - c. Phone calls will also be taken during the City Council meeting; however, public comment must be received prior to Council closing the hearing.
 - d. Provide Name, address and phone number whereby you can be reached.
 - e. Identify you are calling in for public hearing comment on City Project 2019-09C – Cahill Avenue Mill and Overlay.
 - f. The City Staff person managing the calls for public hearing comment will provide directions.

To view the November 9th Council meeting live you can:

- (1) Livestream on Townsquare TV in real time. The meeting can be viewed at <https://www.townsquare.tv/webstreaming>.
- (2) Watch on your local access TV Channel NDC4 (channel 19)

You will receive an invoice in the mail following City Council adoption of the assessment. There will be a 30-day period in which you may pay your assessment in full, without interest, to the City of Inver Grove Heights. After the 30-day period, the assessment will be certified to the County, with interest accruing from the date of the hearing (or at such later date determined by the City Council) at the interest rate adopted at the hearing. Your first installment will be included as part of your property tax bill in the year 2021.

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

**RESOLUTION ADOPTING FINAL ASSESSMENT ROLL FOR PROPERTY DESCRIPTION OUTLOT A
SHORT PROPERTIES (PID 206777500010) FOR THE 2020 PAVEMENT MANAGEMENT PROGRAM,
CITY PROJECT NO. 2019-09C – CAHILL AVENUE MILL AND OVERLAY (CONCORD BOULEVARD
TO INVER GROVE TRAIL)**

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements on City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail). The streets improved include 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, at the October 12, 2020 regular meeting, Council adopted the final assessment roll for the project except for Outlot A Short Properties (PID 206777500010). Council continued the assessment hearing for Outlot A Short Properties (PID 206777500010) to the November 9th regular meeting and directed staff to discuss the assessment terms with the property owner and come to an amicable resolution.

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

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

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of November 2020

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**CITY PROJECT NO. 2019-09C - CAHILL MILL AND OVERLAY
(CONCORD BLVD. TO INVER GROVE TRL)
FINAL ASSESSMENT ROLL FOR OUTLOT A SHORT PROPERTIES (PID 206777500010)
ASSESSMENT TERM: 5 YEARS; INTREST RATE 3.15% BEGINS ACCRUAL IN 2021****

PID NO.	MAP NO.	PROPERTY TYPE	NAME	HOUSE NO.	STREET NAME	PER POLICY ASSESSMENT	ESTIMATED BENEFIT CAP	FINAL ADOPTED ASSESSMENT	DEFFERED ASSESSMENT
206777500010	9	COMM	CHRIS SHORT (VACANT LOT)			\$9,346.51	\$4,000.00	\$4,000.00	\$4,000.00**

*Note: The deferred assessment agreement states the assessment expires after 15 years unless the property is developed, conveyed, sold, or transferred. The deferred amount shall not accrue interest during the deferral period. The defered assessment agreement resolution must be approved by City Council, scheduled for regular agenda 11-9-20.

October 8th, 2020

Chris and Barbara Short

9277 Old Concord Blvd,

Inver Grove Heights, MN 55076

We are writing in concern of the Assessment Hearing Notice for City Project No. 2019-09C – Cahill Mill and Overlay.

When we first had notice of this project, we immediately contacted Jacob Moser, he seemed to understand our concern and he came back to us with a final assessment of \$4000 for property no. 206777500010.

There are several reasons why there should be NO assessment for this property:

1. We have no access to Cahill
2. There is no ability to build on this property that is 80 % wetland and has been denied from the city previously in proposal to build the Short Dance Studio building.
3. This property was previously assessed and paid for when Cahill came in.
4. No other Old Concord Blvd. residents are being assessed for this project. This property is included in our Old Concord Blvd. house number 9277.
5. Absolutely no value or improvement has been added to the property no. 206777500010 as of this project on Cahill.

Thank you for your time,

Chris and Barbara Short

A handwritten signature in blue ink, appearing to read "Barbara Short", is written over a horizontal line. The signature is fluid and cursive.

Chris cell 612-741-9720

Barbara cell 651-470-4803



October 26, 2020

Chris and Barbara Short
9722 Old Concord Blvd.
Inver Grove Heights, MN 55076

SUBJECT: Final Assessment for Outlot A of Short Properties Plat (Parcel ID 206777500010)
City Project 2019-09C - Cahill Avenue Mill and Overlay

Dear Chris and Barbara,

This letter has been prepared in response to your letter received by the City Clerk and City Council on October 12, 2020 objecting to the proposed \$4,000 assessment for the vacant parcel Outlot A of Short Properties Plat, Parcel ID 206777500010 as it relates to City Project No. 2019-09C – Cahill Avenue Mill & Overlay. The parcel has no address and is a vacant parcel that has not been developed on.

In response to your objection letter, I wanted to share how Outlot A of the Short Properties Plat (see attached) is being assessed consistent with City policy based on several conditions:

1. In accordance with the plat, Outlot A only has front footage and access to Cahill Avenue. An 8-inch sewer and 8-inch water service is stubbed to Outlot A for future development of the area.
2. The parcel, Outlot A, has value and has buildable space outside of the pond drainage and utility easement. The 28,285 SF parcel must be re-platted and rezoned to develop:
 - a. The drainage easement area is 54% (15,357 SF).
 - b. The net buildable area is 46% (12,928 SF).
 - c. The property is zoned agricultural and guided as high density residential or commercial development.
3. The 2008 development agreement related to the Short Properties Plat applied a similar deferred assessment agreement to Outlot A for Cahill Avenue Improvements (CP 1993-29B) in the amount of \$1,903.20. The deferred assessment will come due when Outlot A is replatted.
4. Lot 1 of the Short Properties plat was not assessed as a single-family parcel owned by Chris Short at 9277 Old Concord Blvd. The property fronts both Cahill Avenue and Old Concord Blvd. It was not assessed because the driveway accesses Old Concord Boulevard and not Cahill Avenue, in accordance with City assessment policy. Other single-family parcels that adjoined Cahill Avenue but have driveways on Old Concord Boulevard were treated similarly.

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



5. Outlot A is part of the Short Properties Plat and does not have an address per Dakota County records. The owner address is listed as Chris Short 9277 Old Concord Blvd, but the site itself is a stand-alone parcel with no address. City policy is to assess non-single-family properties for frontage along improved streets. The per-policy assessment for the buildable area is \$4,299.40, which is 46% of \$9,346.51 (203.56 ff X \$45.92 rate).
6. The proposed assessment amount for Outlot A is reasonable based on the special benefit amount provided by the independent appraiser. The benefit to the property is established at \$4,000 per memo dated March 23, 2020 (attached), which is less than the per-policy amount. This assessment relates to a \$0.31 per square foot assessment for the buildable area of the non-single-family property (PID 206777500010).

On an October 26th conference call, I agreed to a 15-year term of expiration with Chris. I have attached the deferred assessment agreement in which the assessment expires after 15 years unless the property is developed, conveyed, sold, or transferred. The proposed deferment and waiver of appeal agreement is consistent with past City agreements for vacant land with development potential. Please execute the agreement to have the assessment deferred with the terms provided.

City staff will recommend that City Council approve the final assessment roll of \$4,000 for this parcel per the signed agreement and special benefit analysis. If you agree to the terms provided, please execute and return the attached agreement by noon on Tuesday, November 4th. Contact Kathy Fischer, (651) 450.2570 or kfischer@ighmn.gov for coordinating a notary at City Hall, if needed. This item will be a continuation of the public hearing on regular agenda at the November 9th Council Meeting. The directions of how you may participate in the public hearing will be provided to you and in the Council packet. If you have any questions, please contact me at (651) 450-2541 or sdodge@ighmn.gov.

Sincerely,

A handwritten signature in blue ink that reads "Steve W. Dodge".

Steve W. Dodge, P.E.
Assistant City Engineer

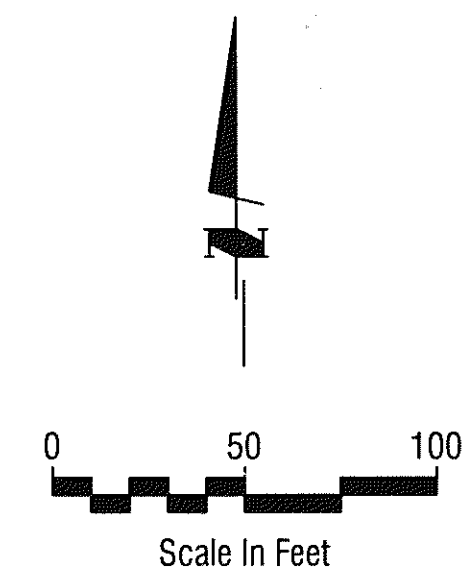
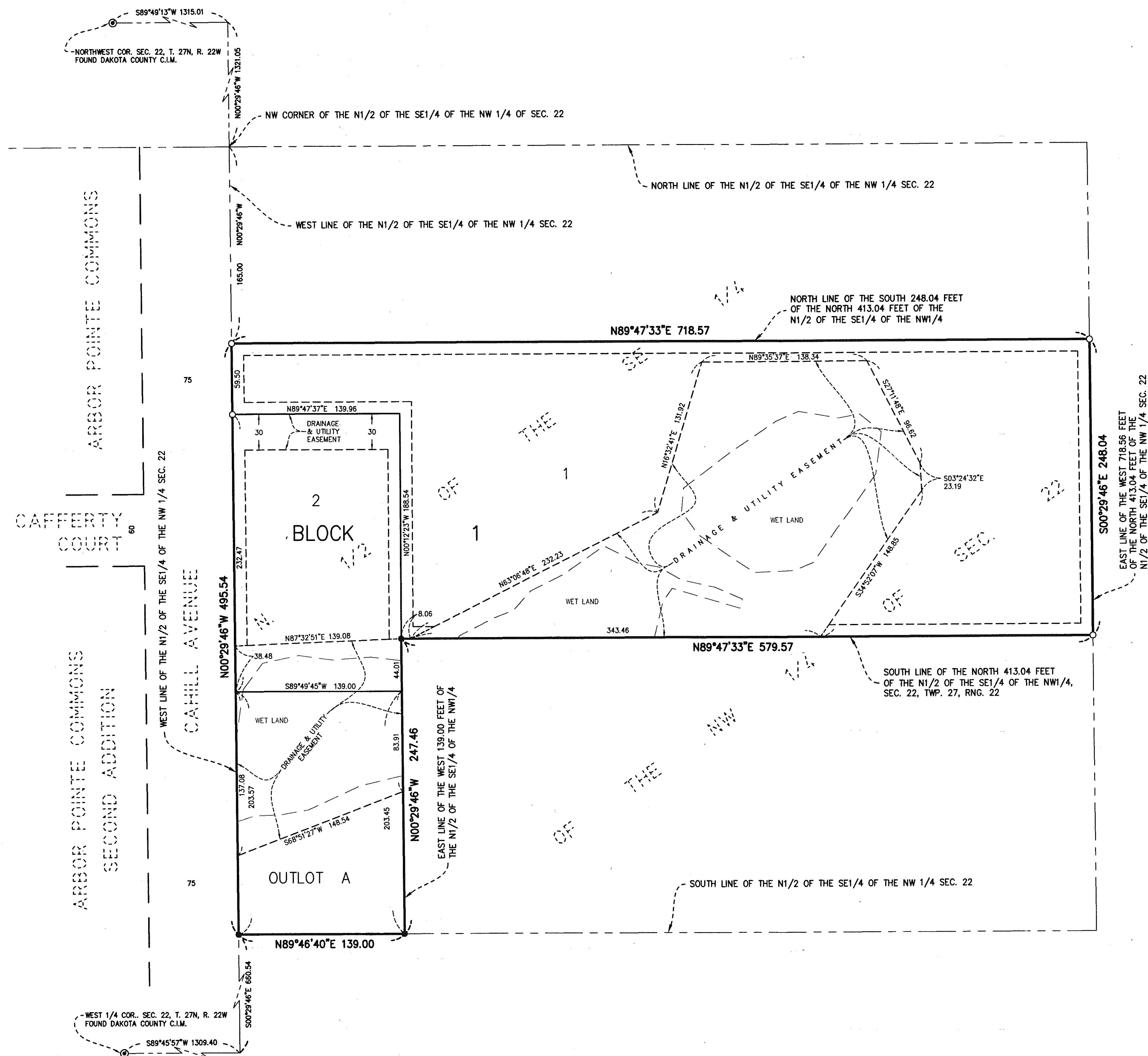
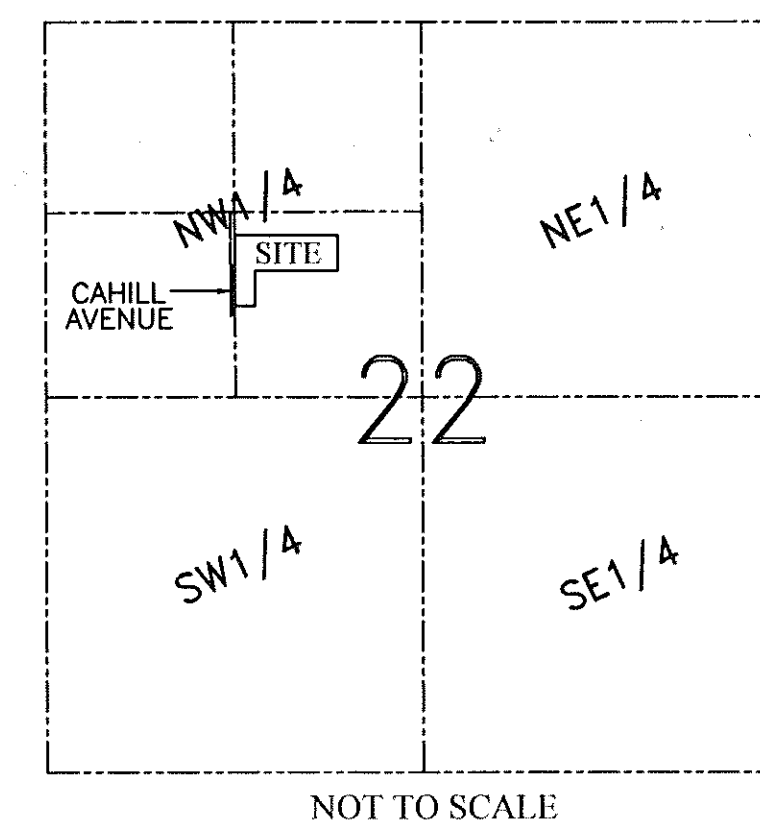
Attachments:

- Short Properties Plat
- Special Benefit Analysis
- Waiver of Assessment Agreement (Deferment)

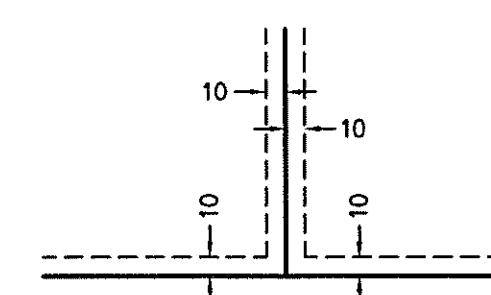
CC: Mayor and City Council Members
Scott Thureen, Public Works Director
Thomas Kaldunski, City Engineer
Bridget McCauley-Mason, City Attorney
Larry Danich, Metzen Appraisal Services
Jake Moser, Civil Engineer

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

SHORT PROPERTIES

VICINITY MAP
SEC. 22, T. 27N, R. 22W

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
(NOT TO SCALE)



BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT.

- DENOTES SET, 1/2 INCH BY 14 INCH IRON PIPE WITH PLASTIC CAP INSCRIBED RLS. 17255.
- MONUMENTS WILL BE PLACED IN THE GROUND AS SHOWN WITHIN ONE YEAR AFTER THE RECORDING DATE OF THIS PLAT.
- DENOTES FOUND, 1/2 INCH IRON PIPE UNLESS OTHERWISE SHOWN.

THE ORIENTATION OF BEARING SYSTEM IS BASED ON THE WEST LINE OF THE N1/2 OF THE SE1/4 OF THE NW 1/4 OF SEC. 22, TWP. 27N, RNG. 22W, WHICH IS ASSUMED TO HAVE A BEARING OF N 00°29'46" W.

APPRAISAL REPORT

Thomas J. Kladunski, P.E.

March 23, 2020

City Engineer

81150 Barbara Avenue

Inver Grove Heights, MN, 55077

RE: City Project 2019-09c Cahill Avenue Mill and Overlay

PID: 206777500010- Chris Short Parcel

Mr. Kaldunski,

Had a chance to review the information provided and re-visited the site. There is a large amount of wetland affecting this parcel, General Business zoning district has no minimum lot area, but 12,928 net square feet does not allow for much parking with a building in place. It would be my opinion that site be considered as a single-family site for assessing purposes. The value added benefit of up to \$4000 per parcel per Single Family Home would apply, per Metzen Realty Benefit Analysis dated 10-30-2019

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Ordering Project, Receiving Feasibility Study, and Authorizing Acquisition of Easements for City Project No. 2021-01 – NWA Trunk Utility Improvements for Future Projects of Argenta Trail (CPN 2016-04), (CPN 2016-05) and 70th Street (CPN 2015-08)

Meeting Date: November 9, 2020

Item Type: Public Hearing

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

Prepared by: Thomas J. Kaldunski, City Engineer

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: NWA Water Fund 511, NWA Sewer Fund 512

PURPOSE/ACTION REQUESTED

Public Hearing to consider ordering project, receiving feasibility study, and authorizing acquisition of easements for City Project No. 2021-01 – NWA Trunk Utility Improvements for Future Projects of Argenta Trail (CPN 2016-04), (CPN 2016-05) and 70th Street (CPN 2015-08).

SUMMARY

This project is initiated due to the upcoming Dakota County roadway improvements to Argenta Trail and 70th Street. On October 12, 2020, a public hearing was scheduled for City Project No. 2021-01. The Planning Commission will be reviewing this project for consistency with the Comprehensive Plan on November 4, 2020.

The total estimated project cost for City Project No. 2021-01 is approximately \$1,528,000. Funding for the project would be provided through NWA Sewer and Water Funds.

A public hearing notice was sent to affected property owners and an information meeting was scheduled on October 29, 2020. The information meeting was attended by City and County staff with no residents in attendance. Easement and right-of-way negotiations need to be completed with this project. Staff was contacted by Ms. Flannery and she supports extending utilities through her property. Ms. Flannery would be compensated for any easements on her property. Offers will be prepared based on an appraisal once the Council conducts the public hearing and orders the project.

I recommend approval of the attached resolution ordering the project, receiving feasibility study, and authorizing acquisition of easements for City Project No. 2021-01 – NWA Trunk Utility Improvements for Future Projects of Argenta Trail (CPN 2016-04), (CPN 2016-05) and 70th Street (CPN 2015-08).

TJK/kf

Attachments: Resolution
Map
Feasibility Study

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

**RESOLUTION ORDERING PROJECT, RECEIVING FEASIBILITY STUDY, AND
AUTHORIZING ACQUISITION OF EASEMENTS FOR CITY PROJECT NO. 2021-01 – NWA
TRUNK UTILITY IMPROVEMENTS FOR FUTURE PROJECTS OF ARGENTA TRAIL (CPN
2016-04), (CPN 2016-05) AND 70TH STREET (CPN 2015-08)**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on October 12, 2020 called for a public hearing on the proposed improvement project; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and a notice of public hearing was mailed to affected parcels and the hearing was held thereon on November 9, 2020, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

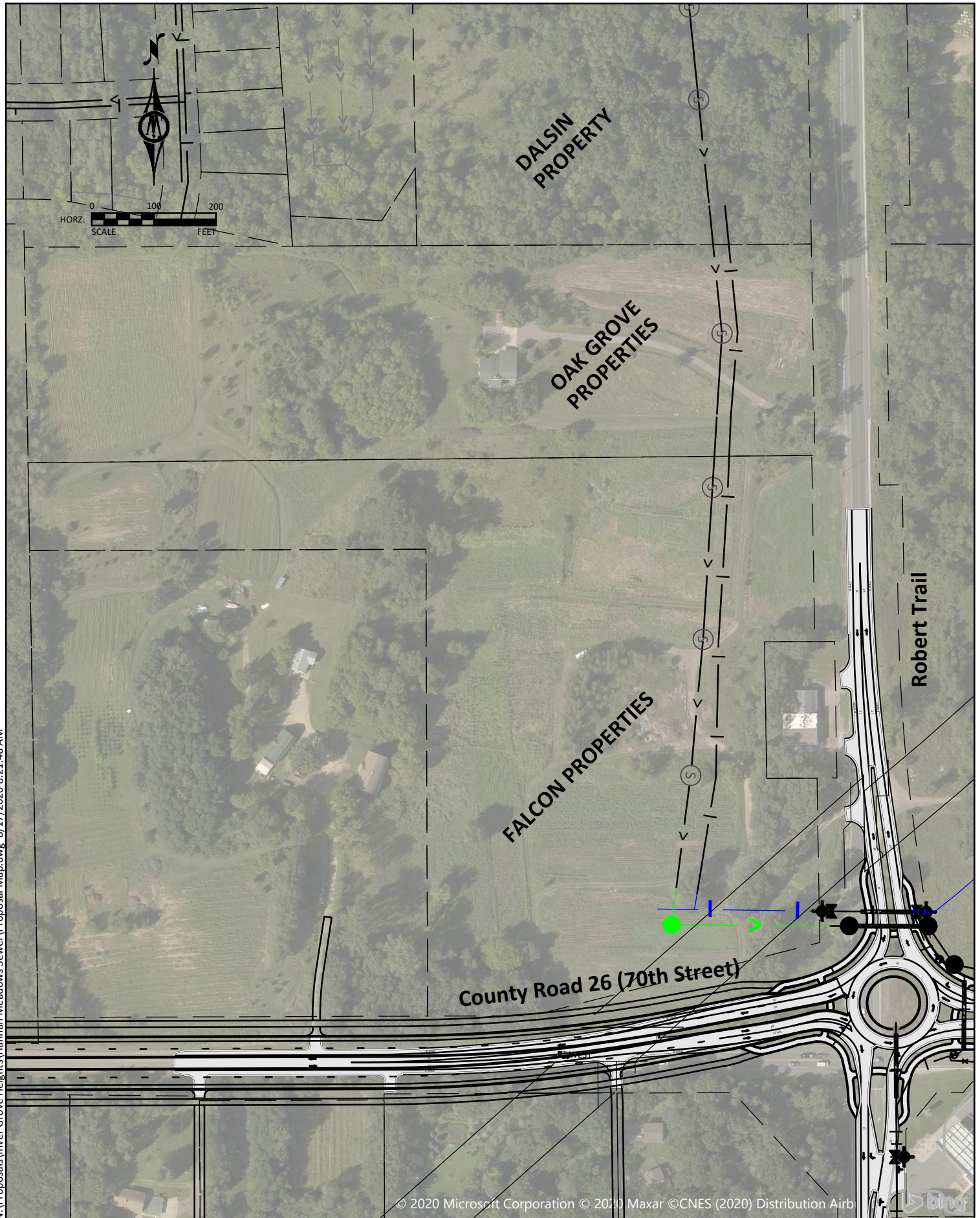
1. City Project No. 2020-21 is hereby ordered as proposed in this Council resolution adopted November 9, 2020.
2. The Feasibility Report for City Project No. 2020-21 is hereby received.
3. The City Attorney is hereby authorized to complete the easement acquisition by negotiation with the property owners and the Council. The City Engineer or his professional consultants are hereby authorized to assist the City Attorney in negotiations for easements. The use of eminent domain is hereby authorized.
4. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
5. The Council authorizes the use NWA Water Fund 511 and NWA Sewer Fund 512.

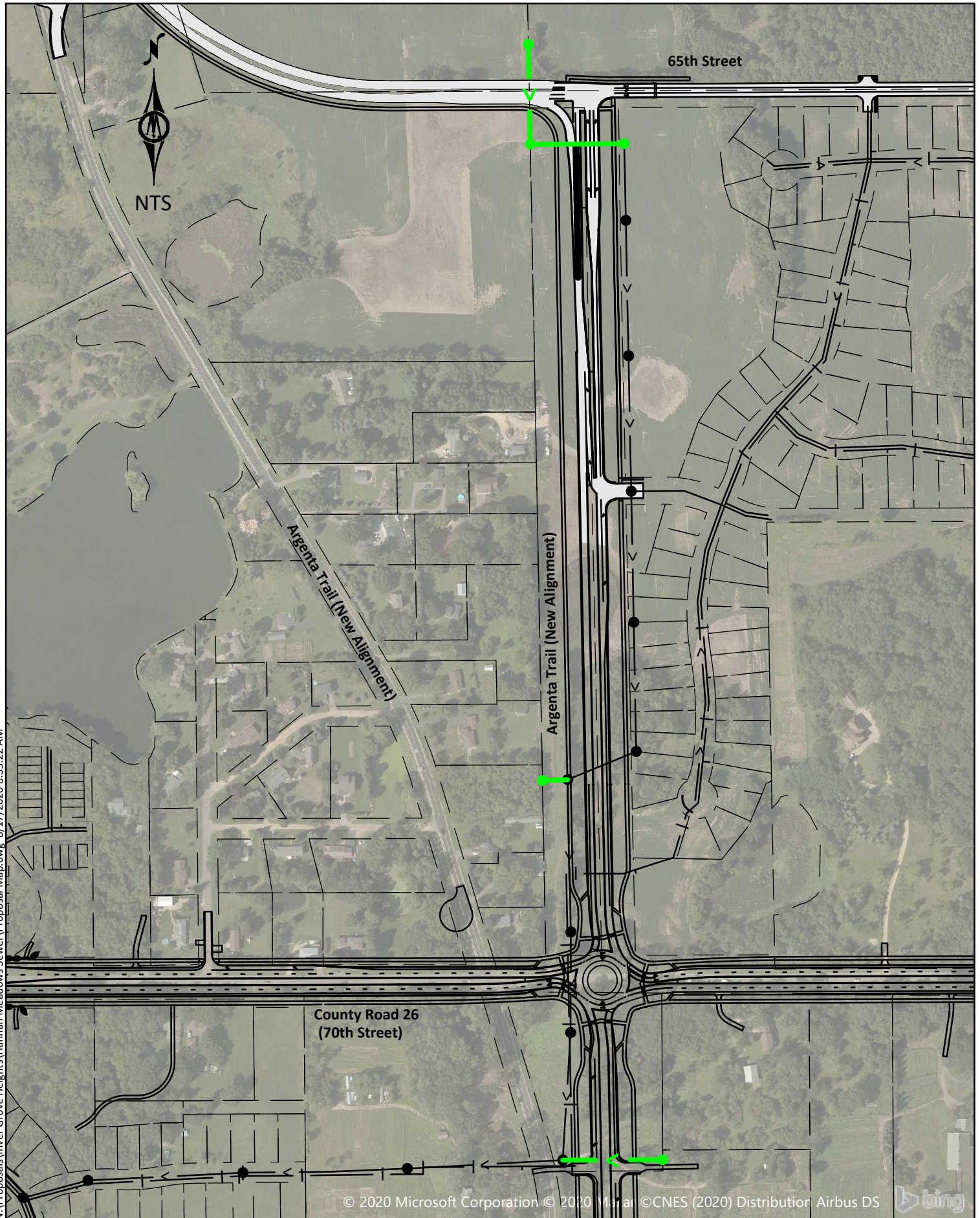
Adopted by the City Council of the City of Inver Grove Heights this 9th day of November 2020

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk





Certification

Preliminary Engineering Report

for

2021 Trunk Utility Extensions Project
City Project No. 2021-01

City of Inver Grove Heights
Inver Grove Heights, MN

BMI Project No. T18.122606

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

By: _____


Eric Seaburg, P.E.
License No. 53712

Date: November 9, 2020

FEASIBILITY REPORT

2021 TRUNK UTILITY EXTENSIONS PROJECT INVER GROVE HEIGHTS, MINNESOTA

CITY PROJECT NO. 2021-01

LOCATION:	Intersection of Future Argenta Trail & 65 th Street 6912 Argenta Trail (west side of Future Argenta Trail) 500' south of Future Argenta Trail & 70 th Street roundabout Northwest quadrant of Robert Trail & 70 th Street roundabout
IMPROVEMENT:	Proposed improvements include trunk sanitary sewer and trunk watermain extensions in advance of Dakota County improvements to Argenta Trail (CPN 2016-05) and 70 th Street (CPN 2015-08). Utility extensions are being performed in accordance with the City's comprehensive sanitary sewer plan and comprehensive watermain plan. The extensions are planned for the 2021 construction season.
INITIATION:	This project is initiated due to the upcoming Dakota County roadway improvements to Argenta Trail and 70th Street. On August 24, 2020 the City Council accepted a proposal for feasibility report preparation, final design, and construction administration services for City Project No. 2021-01 – NWA Trunk Utility Improvements in advance of future County Projects of Argenta Trail (CPN 2016-05) and 70th Street (CPN 2015-08). Refer to <i>Figure 1 – Proposed Argenta Trail & 70th Street Layout</i> in Appendix A for a depiction of the proposed roadway improvements to Argenta Trail and 70th Street being performed by Dakota County. The existing trunk sanitary sewer in the vicinity of roadway improvements are 35'-55' deep. Extension of these utilities requires trenches that are significant in size and depth. The utility extensions are recommended to be performed in advance of the roadway improvements so that future connection and extension of the utilities can be performed as economically as possible with minimal disruption to the new roadway improvements. Refer to <i>Figure 2 – Proposed Improvements</i> in the Appendix for a depiction of the utility extensions.
PARCELS AFFECTED:	Seven parcels abut the proposed sanitary sewer and watermain improvements with six being zoned Agricultural and one being zoned residential R1-B. Refer to <i>Figure 1 – Proposed Improvements</i> for a map the proposed improvements and abutting parcels. Impacted property owners were invited to a virtual information meeting that was held on October 29, 2020. There were no attendees at the meeting.
ISSUES:	The proposed roundabout project resides within the City's Northwest Area. Over the last several years, the City has been working on plans to make infrastructure available, specifically watermain and sanitary sewer facilities to allow for development in this area. To date, trunk sanitary sewer and trunk watermain have been installed along the Future Argenta Trail alignment and also along Robert Trail to the Robert Trail and 70th Street intersection. The City's comprehensive sanitary sewer and watermain plans shows future extensions of these utilities as shown <i>Figure 3 – Comprehensive Sanitary Sewer Plan</i> and <i>Figure 4 – Comprehensive Watermain Plan</i> in the Appendix. These improvements can be installed with little impact to existing infrastructure. However, the large trenches necessary for construction will impact existing agricultural uses and tree cover within the construction limits. Project staff will coordinate impacts to impacted property owners during final design and construction.

ISSUES (CONT'D.):

The preliminary sanitary sewer alignment at the Future Argenta Trail and 65th Street intersection, as shown in Figure 2, was based on high level comprehensive planning studies. A review of the alignment during development of this feasibility report identified notable construction constraints related to the electric transmission line towers. Construction near the electric transmission line towards would require trenchless methods to reduce the construction footprint and avoid the transmission towers. The depth and complexity of the trenchless installation would significantly increase the construction costs.

This report analyzed an alternative sanitary sewer alignment at the intersection of Future Argenta Trail and 65th Street as shown in *Figure 5 – 65th Street Alternative Alignment*. The alignment shown avoids impacts to the overhead transmission line infrastructure and allows for traditional installation methods. This alternative alignment was deemed much more cost-effective while still providing the necessary roadway crossings. The alternative alignment was used as the basis for the preliminary engineer's estimate in this report.

RIGHT-OF-WAY:

New right-of-way, permanent, and temporary easements are being acquired by Dakota County as part of the Argenta Trail and 70th Street projects.

EASEMENTS:

Additional permanent and temporary easements will be necessary from property owners abutting the 2021 Utility Extensions project. Project staff will coordinate final easement needs and work to acquire the easements during final project design.

FEASIBILITY:

The improvement project as proposed is necessary, and technically feasible. The project, and project elements, should be implemented as proposed in this study. The alternative alignment at 65th Street is recommended to reduce overall project costs.

No special assessments are planned for this project.

SCHEDULE:

Order Feasibility Report*	August 24, 2020
Call for Public Improvement Hearing*	October 12, 2020
Information Meeting	October 29, 2020
Receive Feasibility Report, Hold Public Hearing, and Order Project*	November 9, 2020
Approve Plans & Specifications, Authorize Bidding*	February 22, 2020
Bid Opening	March 25, 2021
Award Project*	April 12, 2021
Begin Construction	June 2021
Substantial Completion	September, 2021

* = City Council Meeting

FINANCING:**Estimated Utility Costs**

	Sanitary	Water	Total
Construction Total	\$951,150	\$47,765	\$998,915
Construction Contingency (10%)	\$95,115	\$4,777	\$99,892
LEAF (28%)	\$292,954	\$14,712	\$307,666
Easements	\$121,250	\$0	\$121,250
Total	\$1,460,469	\$67,253	\$1,527,722

The estimated utility costs include the following items at a percentage of the construction: 10% construction contingency and 28% LEAF (Legal, Engineering, Administration, Finance). A preliminary engineer's estimate is included in Appendix A as Figure 6.

ASSESSMENT:

No special assessments will be used on this project as outlined in this report.

PROJECT FUNDING:

The trunk sanitary sewer improvements will be funded by the Utility Fund 512 - NWA Sewer. The trunk watermain improvements will be financed by Utility Fund 511 – NWA Water. Assessments are not being proposed for this project and therefore an assessment roll has not been prepared.

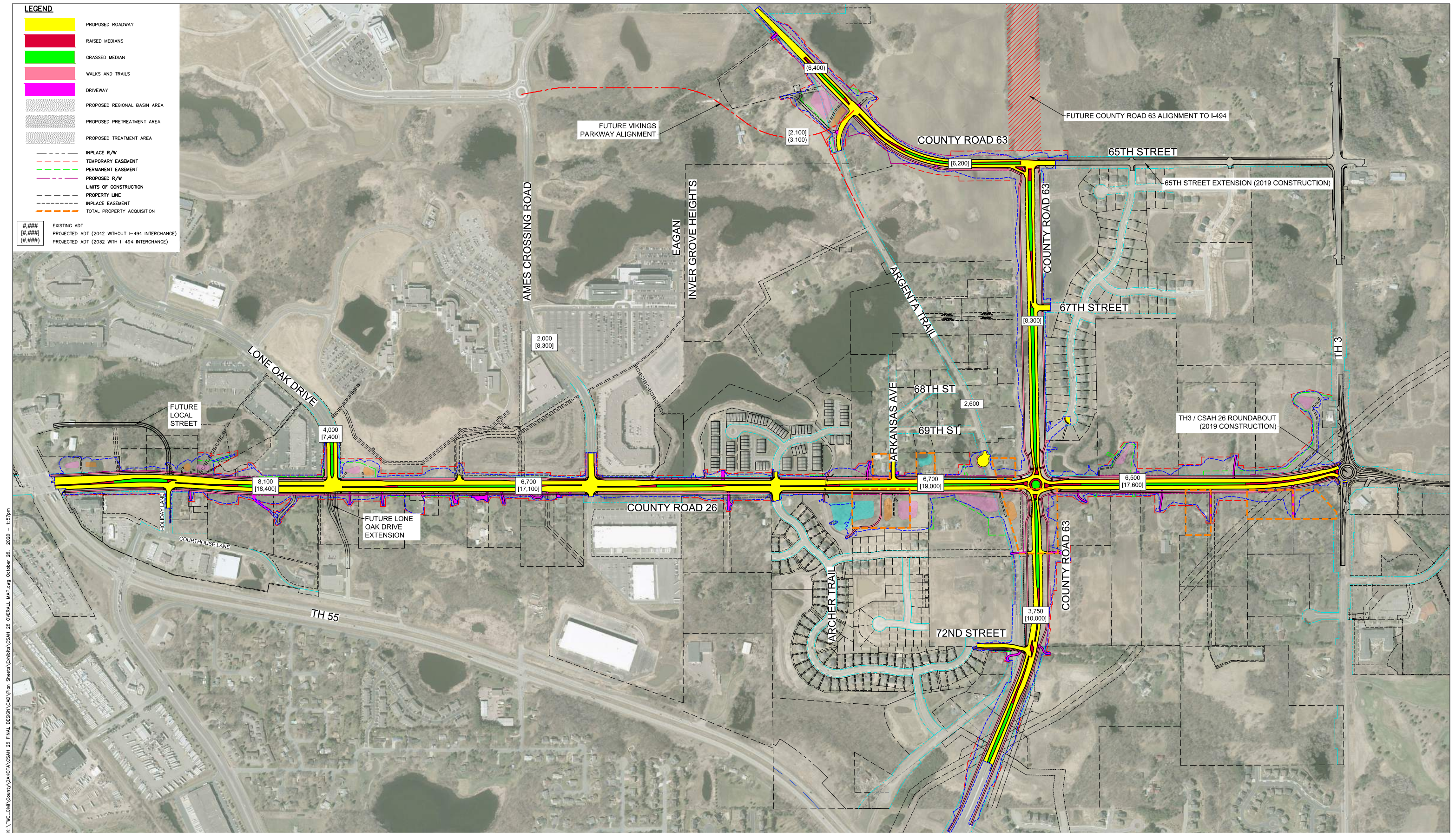
Project Funding by Revenue Source

Fund	Total
NWA Sewer	\$1,460,469
NWA Water	\$67,253
Total	\$1,527,722

Appendix A

FIGURES

1. Argenta Trail & 70th Street Layout
(Dakota County Improvements)
2. Proposed Improvements
(City Project 2021-01)
3. Sanitary Sewer Comprehensive Plan
4. Watermain Comprehensive Plan
5. 65th Street Alternative Alignment (Preferred)
6. Preliminary Engineer's Estimate

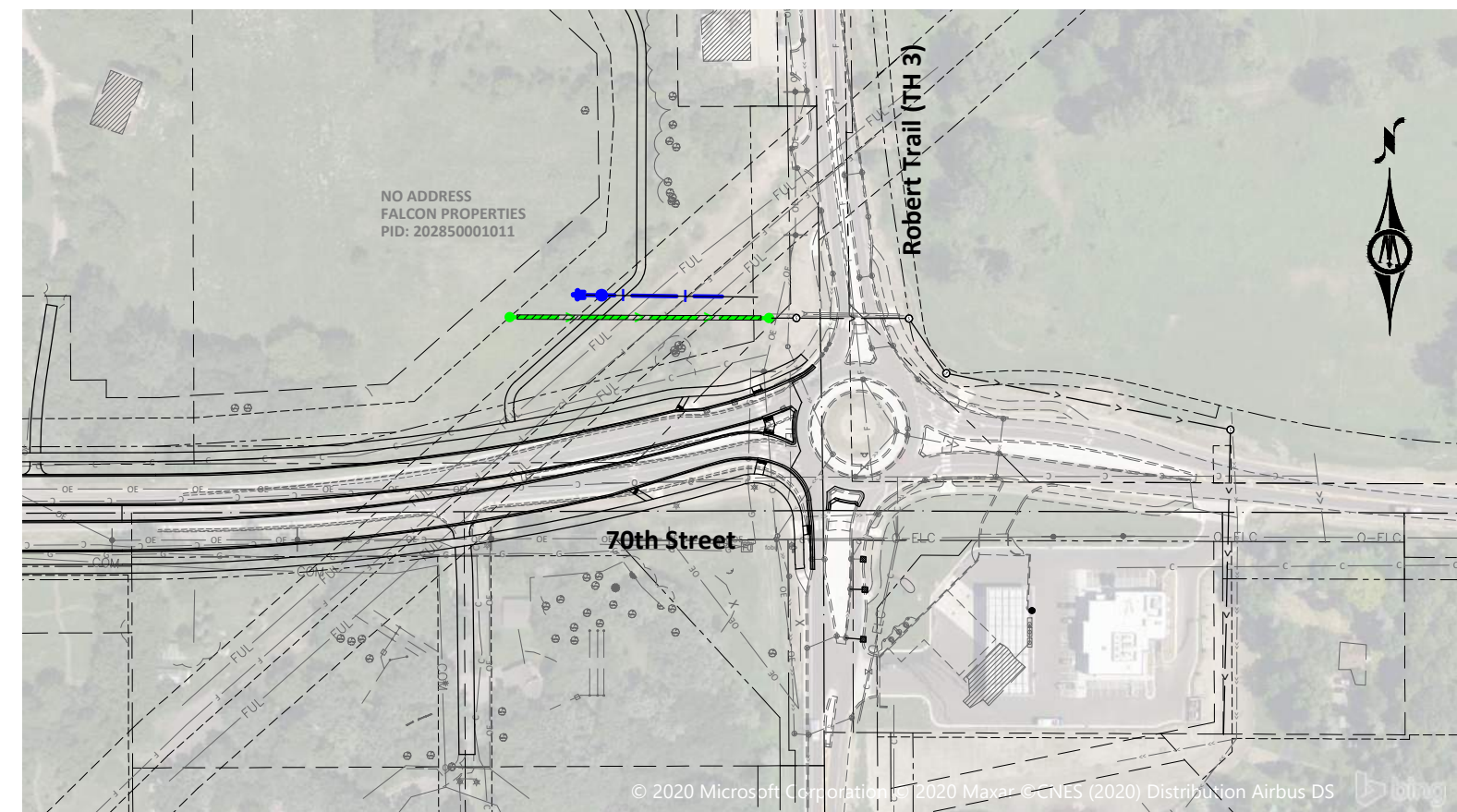
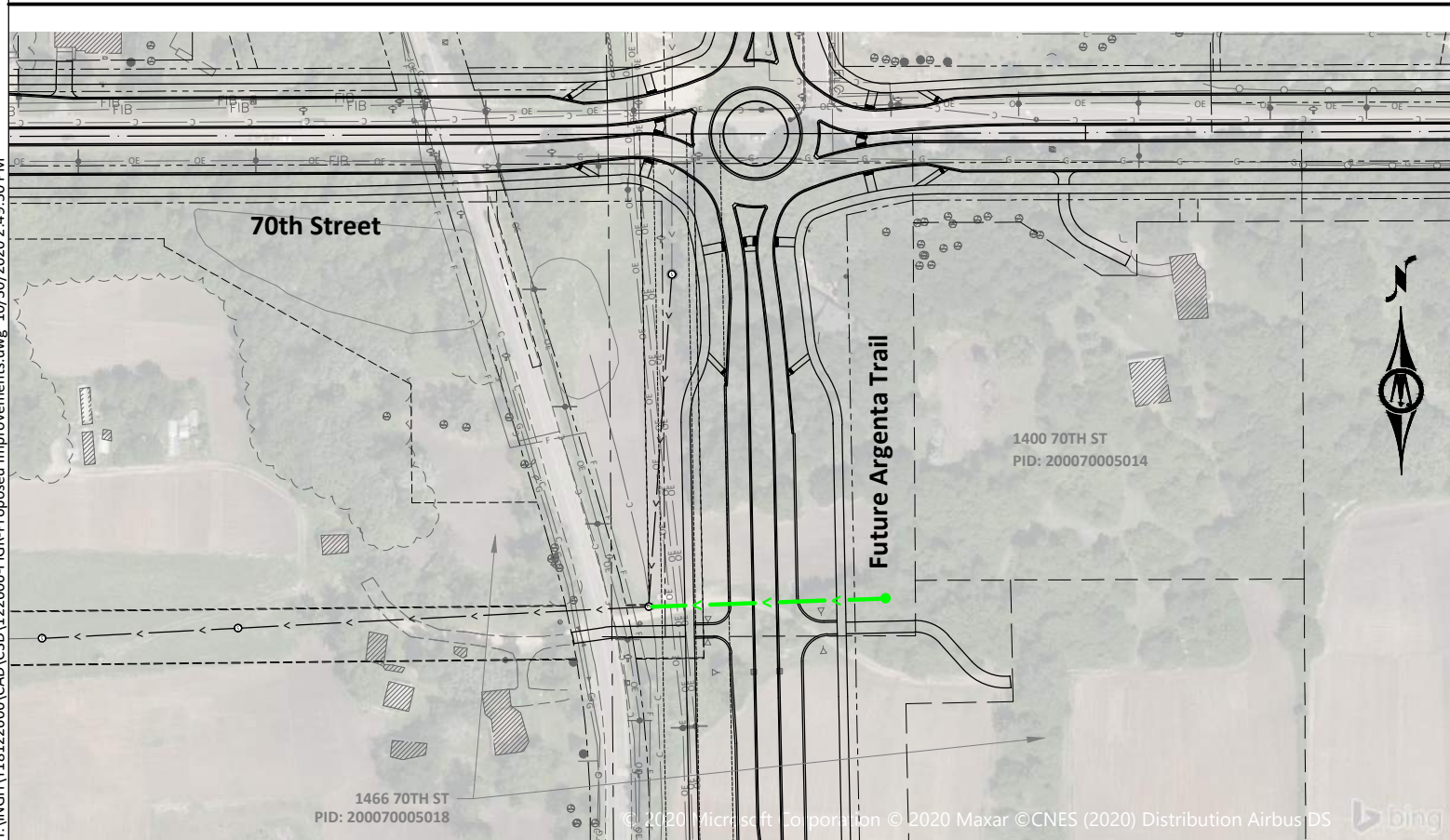
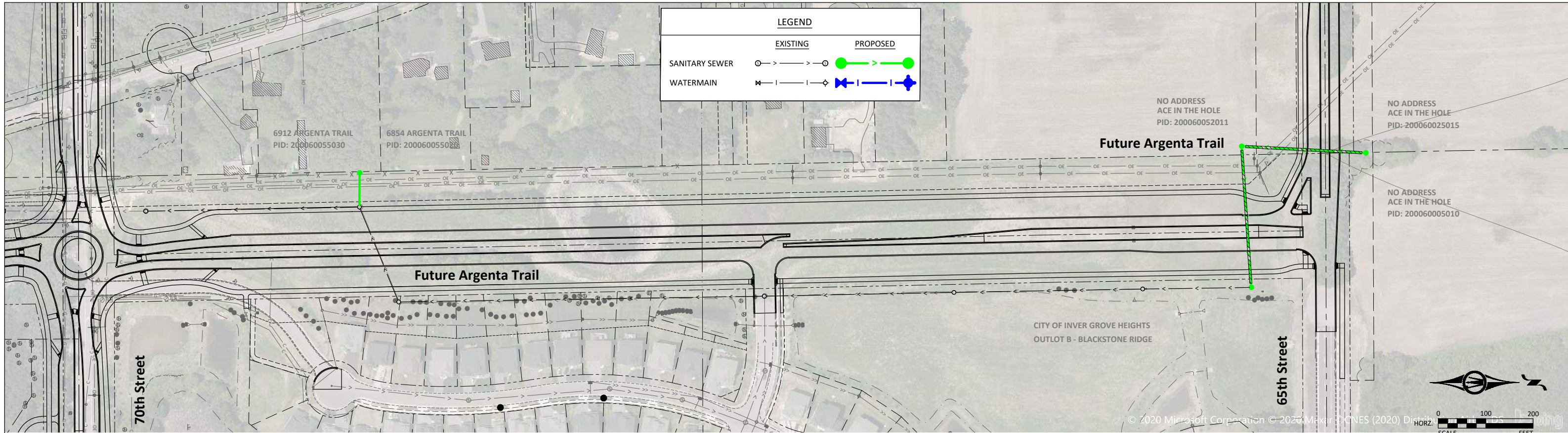


LEGEND

- PROPOSED ROADWAY
- RAISED MEDIANS
- GRASSED MEDIAN
- WALKS AND TRAILS
- DRIVEWAY
- PROPOSED REGIONAL BASIN AREA
- PROPOSED PRETREATMENT AREA
- PROPOSED TREATMENT AREA
- INPLACE R/W
- TEMPORARY EASEMENT
- PERMANENT EASEMENT
- PROPOSED R/W
- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- INPLACE EASEMENT
- TOTAL PROPERTY ACQUISITION

EXISTING ADT
PROJECTED ADT (2042 WITHOUT I-494 INTERCHANGE)
PROJECTED ADT (2032 WITH I-494 INTERCHANGE)

K:\TWC_Civil\County\DAKOTA\CSAH 26_FINAL DESIGN\CAO\Proj_Sheets\Exhibits\CSAH 26 OVERALL MAP.dwg October 26, 2020 - 1:57pm



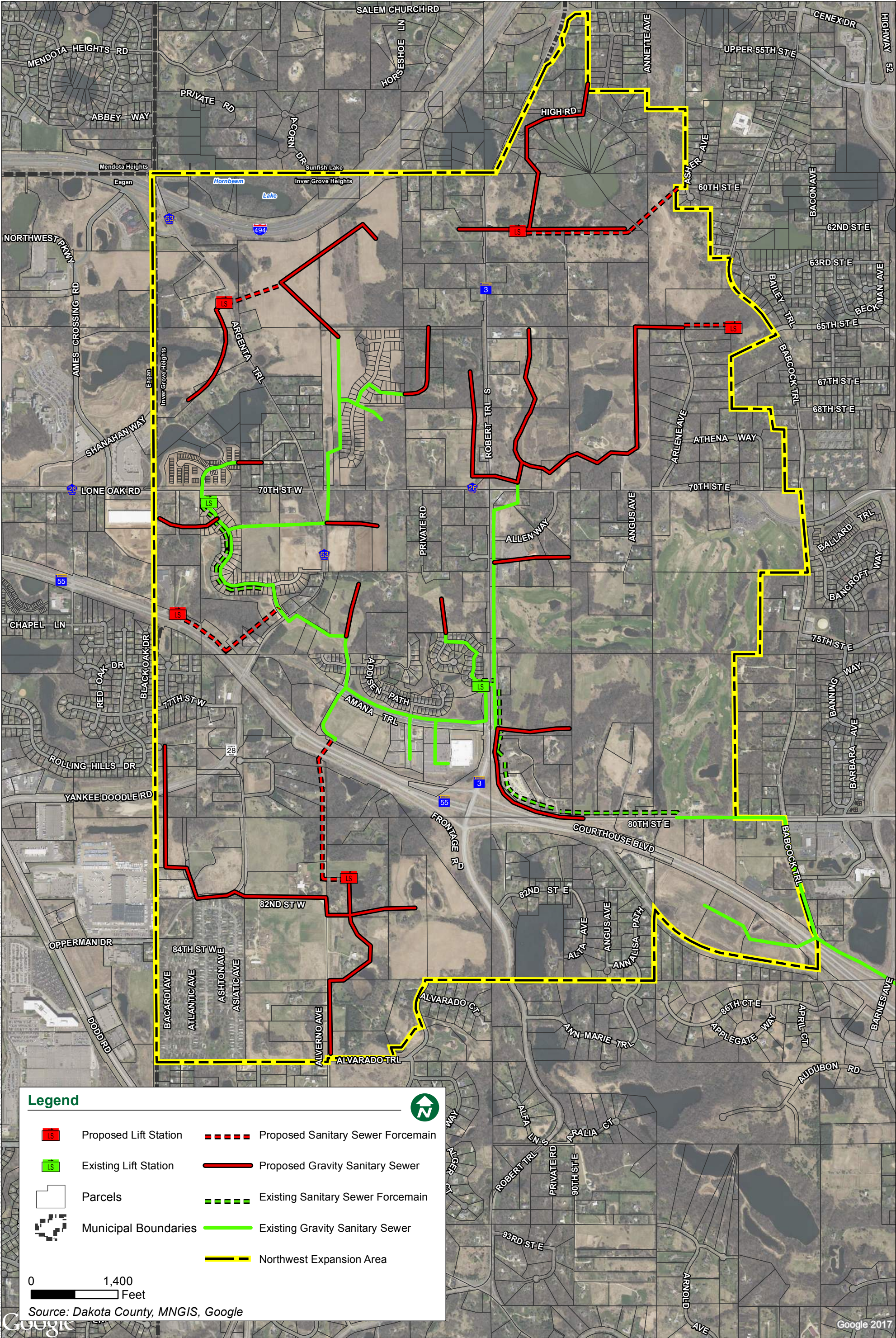
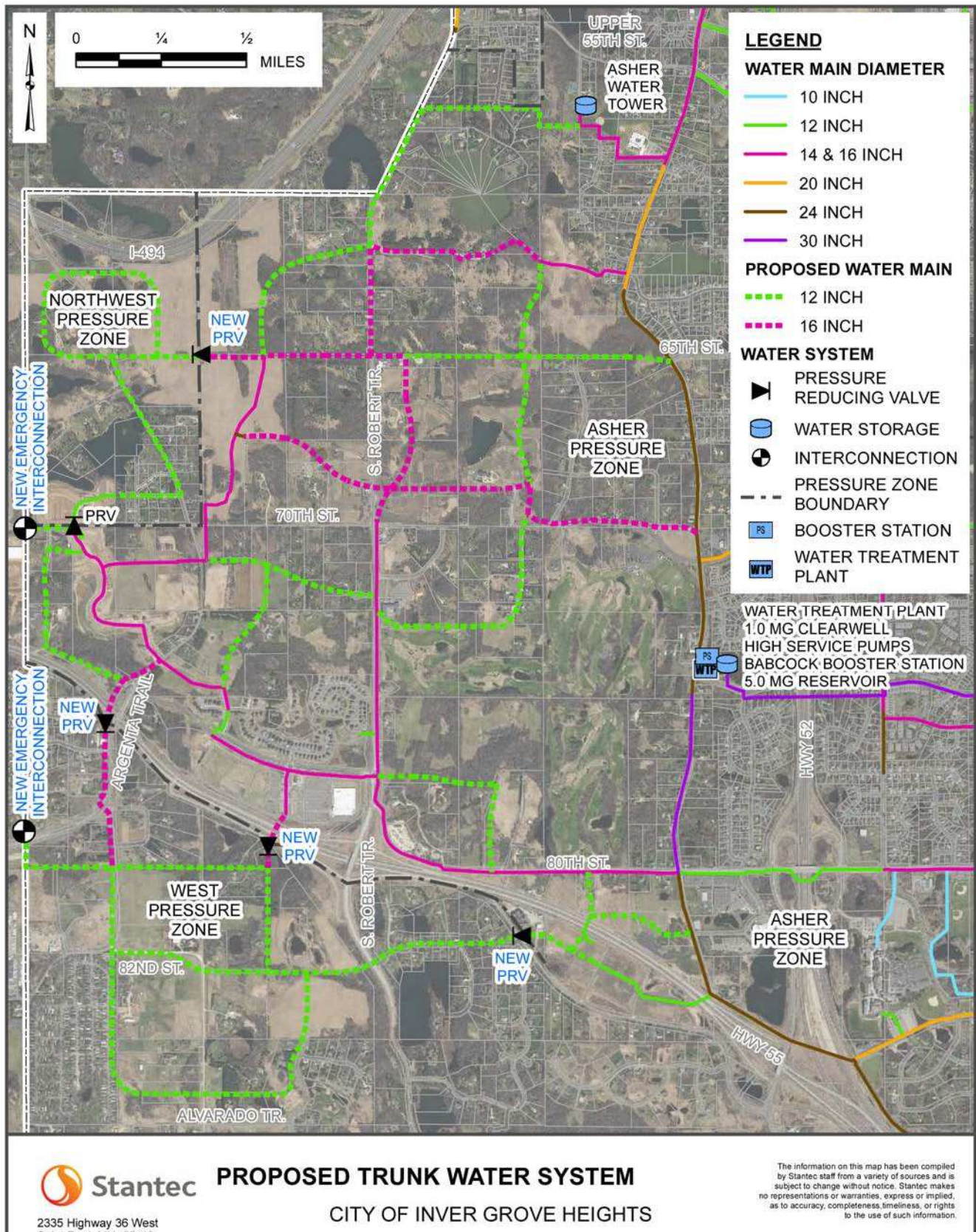
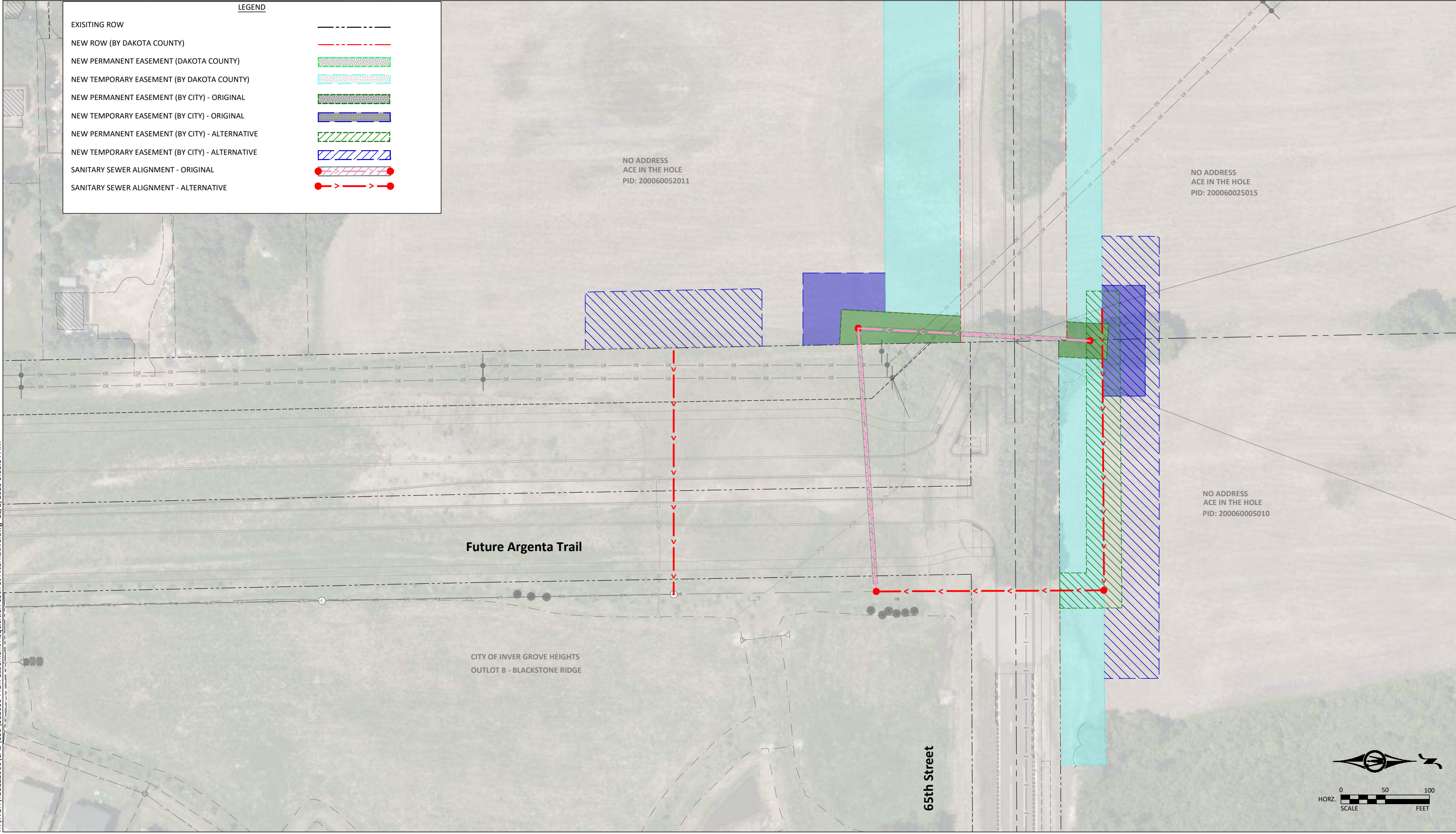


Figure 8-2: Future Proposed Water System (Source: Stantec)





2021 TRUNK UTILITY EXTENSIONS - PRELIMINARY ENGINEER'S ESTIMATE

11/3/2020

ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
PART 1: SANITARY SEWER						
1	2021.501	MOBILIZATION	LS	99,900.00	1	\$99,900
2	2101.524	CLEARING	TREE	\$400.00	50	\$20,000
3	2101.524	GRUBBING	TREE	\$350.00	50	\$17,500
4	2104.602	OBSTRUCTION REMOVAL	EA	\$6,500.00	2	\$13,000
5	2130.601	WATER USAGE ALLOWANCE	LS	\$5,000.00	1	\$5,000
6	2451.609	GRANULAR BACKFILL	TON	\$12.00	750	\$9,000
7	2451.609	AGGREGATE FOUNDATION	TON	\$16.00	250	\$4,000
8	2503.602	DRILLING PIT (SANITARY)	EA	\$175,000.00	1	\$175,000
9	2503.602	CONNECT TO EXISTING SANITARY SEWER	EA	\$3,000.00	5	\$15,000
10	2503.603	8" PVC SDR 26 PIPE SEWER	LF	\$80.00	340	\$27,200
11	2503.603	10" PVC SDR 26 PIPE SEWER	LF	\$250.00	850	\$212,500
12	2503.603	10" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LF	\$100.00	295	\$29,500
13	2503.603	CASING PIPE, TRENCHLESS (SANITARY)	LF	\$650.00	295	\$191,750
14	2503.603	CONSTRUCT 8" OUTSIDE DROP SPECIAL	LF	\$200.00	18	\$3,600
15	2506.602	CASTING ASSEMBLY (SANITARY)	EA	\$700.00	6	\$4,200
16	2506.602	EXTERNAL CHIMNEY SEAL	EA	\$450.00	6	\$2,700
17	2506.602	MARKING POST	EA	\$250.00	6	\$1,500
18	2506.603	48" DIA. SANITARY MANHOLE	LF	\$360.00	119	\$42,840
19	2506.603	SANITARY MANHOLE SPECIAL	LF	\$500.00	87	\$43,500
20	2563.601	TRAFFIC CONTROL	LS	10,000.00	1	\$10,000
21	2573.501	EROSION CONTROL SUPERVISOR	LS	\$2,500.00	1	\$2,500
22	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$250.00	10	\$2,500
23	2573.503	SILT FENCE, TYPE MS	LF	\$4.00	500	\$2,000
24	2574.507	STRIP, STOCKPILE, AND PLACE TOPSOIL 4" THICK	CY	\$22.00	2900	\$63,800
25	2575.608	FLEXTERRA HYDROMULCH, SEED MIX 25-151, FERTILIZER	SY	\$2.00	26280	\$52,560
PART 1: SANITARY SEWER - CONSTRUCTION SUBTOTAL						\$951,150
+10% CONTINGENCY						\$95,115
PART 1: SANITARY SEWER - CONSTRUCTION TOTAL						\$1,046,265
+28% LEAF						\$292,954
PERMANENT EASEMENTS						\$80,000
TEMPORARY EASEMENTS						\$41,250
PART 1: SANITARY SEWER - PROJECT TOTAL						\$1,460,469
PART 2: WATERMAIN						
26	2104.602	SALVAGE HYDRANT AND VALVE	EA	\$2,500.00	1	\$2,500
27	2504.602	INSTALL HYDRANT AND VALVE	EA	\$3,500.00	1	\$3,500
28	2504.602	CONNECT TO EXISTING WATERMAIN	EA	\$3,000.00	1	\$3,000
29	2504.602	16" BUTTERFLY VALVE	EA	\$7,000.00	1	\$7,000
30	2504.603	BUTTERFLY VALVE MANHOLE	LF	\$600.00	10	\$6,000
31	2504.603	6" DIP WATERMAIN CL. 52	LF	\$80.00	27	\$2,160
32	2504.603	16" DIP WATERMAIN CL. 52	LF	\$125.00	177	\$22,125
33	2504.608	DUCTILE IRON FITTINGS	LB	\$10.00	148	\$1,480
PART 2: WATERMAIN - CONSTRUCTION SUBTOTAL						\$47,765
+10% CONTINGENCY						\$4,777
PART 2: WATERMAIN - CONSTRUCTION TOTAL						\$52,542
+28% LEAF						\$14,712
PART 2: WATERMAIN - PROJECT TOTAL						\$67,253

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

US HOME CORP – CASE NO. 20-29PUD**Public Hearing to Consider Approving a Vacation of Drainage and Utility Easements within Outlot C, Settlers Ridge North and approval of the Final Plat of Settlers Ridge North 2nd Addition**

Meeting Date: November 9, 2020
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the following Resolutions relating to;

1. Resolution approving a Vacation of drainage and utility easements with Outlot C, Settlers Ridge North,
 2. Resolution approving the final plat, Development Agreement, and related agreements for the plat of Settlers Ridge North 2nd Addition.
- All Require 3/5th's vote.
 - 60-day deadline: November 13, 2020

SUMMARY

The applicant is proposing the final plat of phase 2 for Settlers Ridge North 2nd Addition, the final 41 lots for the project which is located on 65th Street, west of South Robert Trail. The City Council approved the final PUD plan for the entire project and final plat for the first phase on February 24, 2020.

The City Council is also to hold a public hearing on the request to vacate the existing easements in Outlot C, Settlers Ridge North.

ANALYSIS

Outlot C was platted to be the second phase of the development. The plat contained a drainage and utility easement over the entire plat. Now that the outlot is being replatted, this old easement must be vacated. The new plat will show all necessary storm water and perimeter easements to be consistent with the approved engineering plans. Staff recommends approval of the vacation. Normally the Planning Commission will hold a public hearing on easement vacations. Due to timing of the plat approvals, the applicant requested the hearing to be held with the City Council.

Engineering approved the construction plans for the entire PUD back in February. The only approval needed is to replat Outlot C into the 41 lots to complete the project. The proposed final plat is consistent with the preliminary plat.

RECOMMENDATION

Planning Staff: Planning and Engineering recommends approval of the Final plat and vacation of easements.

Attachments: Resolution approving the Final Plat, Development Agreement and Related Agreements (6 total documents) for the plat of Settlers Ridge North 2nd Addition.
Resolution approving the Vacation of easements within Outlot C, Settlers Ridge North
Final Plat
Agreements (6 total)

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT, DEVELOPMENT AGREEMENT, AND
RELATED AGREEMENTS FOR THE PLAT OF SETTLERS RIDGE NORTH 2ND ADDITION**

**CASE NO. 20-29PUD
(US Home Corp)**

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

**Outlot C, Settlers Ridge North, according to the recorded plat thereof, Dakota County,
Minnesota**

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 17, 2019;

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat, Development 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 9th day of November, 2020.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VACATION OF THE PUBLIC DRAINAGE AND
UTILITY EASEMENTS IN OUTLOT C, SETTLERS RIDGE NORTH, ACCORDING
TO THE RECORDED PLAT THEREOF**

**CASE NO. 20-29PUD
(US Home Corp)**

WHEREAS, the applicant initiated the vacation of the following described drainage easement situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

All public drainage and utility easements lying within Outlot C, Settlers Ridge North, according to the recorded plat thereof, Dakota County, Minnesota.

WHEREAS, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

WHEREAS, a public hearing was held on said petition on November 9, 2020, at the Council Chambers, 8150 Barbara Avenue, and

WHEREAS, the City Council then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

WHEREAS, the City Council of Inver Grove Heights has determined that the easements in Outlot C are no longer needed for the use and purpose recited in the Easement.

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said drainage and utility easement would be in the public interest.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the above described drainage and utility easement is hereby vacated pursuant to M.S.A. 412.851.

BE IT FURTHER RESOLVED That the easement vacation authorized by this resolution shall only be effective following the recording of a Notice of Completion, pursuant to Minnesota Statutes, Section 412.851.

Adopted by the City Council of Inver Grove Heights this 9th day of November, 2020.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

SETTLERS RIDGE NORTH 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That U.S. Home Corporation, a Delaware corporation, owner of the following described property:

Outlot C, SETTLERS RIDGE NORTH, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as **SETTLERS RIDGE NORTH 2ND ADDITION** and does hereby donate and 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 U.S. Home Corporation, a Delaware corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

U.S. HOME CORPORATION

By _____
Jonathan Aune, Division Vice President

**STATE OF MINNESOTA
COUNTY OF _____**

This instrument was acknowledged before me on _____, by Jonathan Aune, Division Vice President of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation.

(Signature)

(Name Printed)

Notary Public, _____ County _____

My Commission Expires _____

I, Brent R. Peters, 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____.

Brent R. Peters, Licensed Land Surveyor
Minnesota License No. 44123

**STATE OF MINNESOTA
COUNTY OF HENNEPIN**

This instrument was acknowledged before me on _____ by Brent R. Peters, Land Surveyor, Minnesota License No. 44123.

(Signature)

(Name Printed)

Notary Public, _____ County, _____

My Commission Expires _____

CITY PLANNING COMMISSION, CITY OF INVER GROVE HEIGHTS, STATE OF MINNESOTA

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, this _____ day of _____, 20____,

Chair Secretary

CITY COUNCIL, CITY OF INVER GROVE HEIGHTS, STATE OF MINNESOTA

This plat was approved by the City Council 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.

Mayor Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, 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____.

Todd B. Tollefson
Dakota County Surveyor

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

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

Amy A. Koethe, Department of Property Taxation and Records

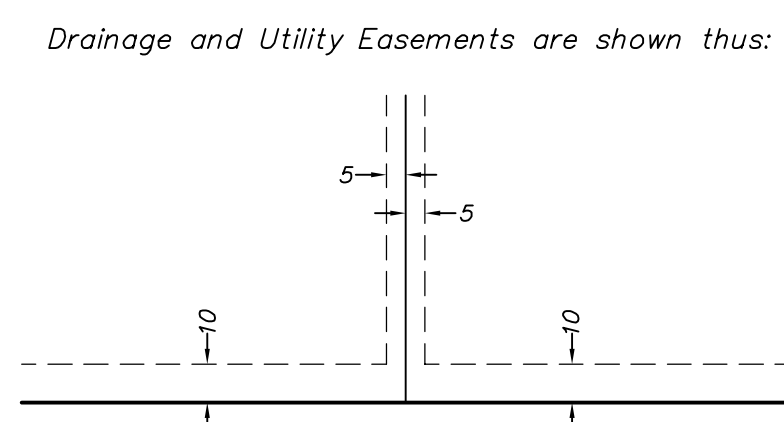
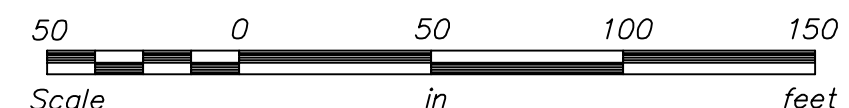
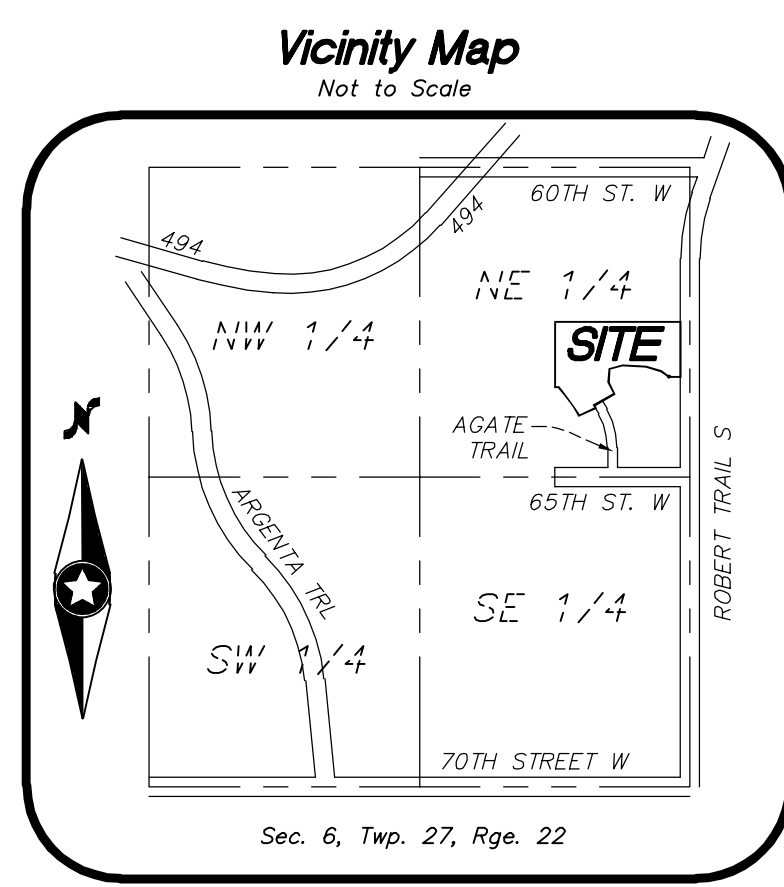
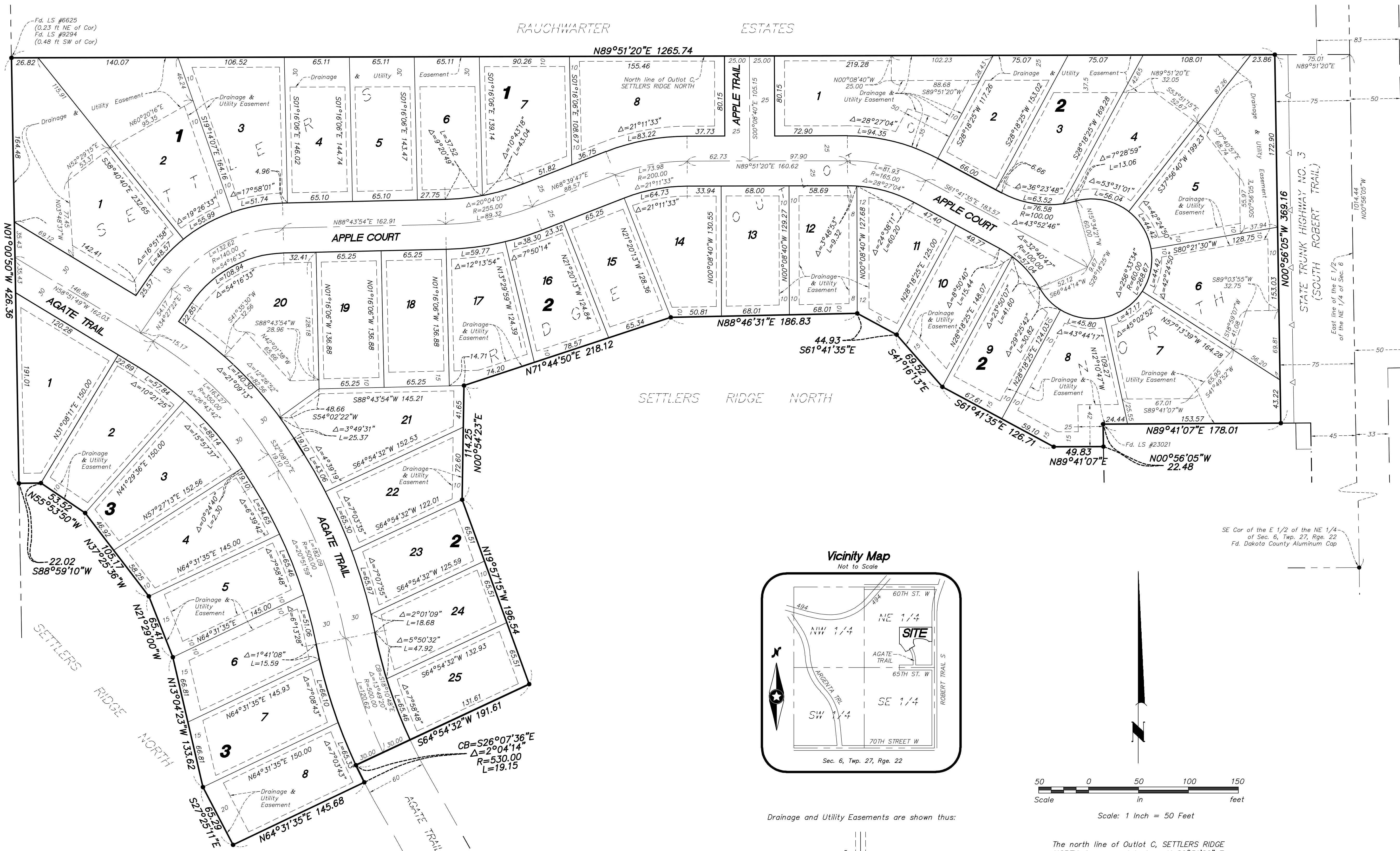
COUNTY REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA

Registrar of Titles, County of Dakota, State of Minnesota

I hereby certify that this plat of **SETTLERS RIDGE NORTH 2ND ADDITION** was filed in the office of the Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Amy A. Koethe, Registrar of Titles

SETTLERS RIDGE NORTH 2ND ADDITION



The north line of Outlot C, SETTLERS RIDGE NORTH, is assumed to bear N 89°51'20" E.

- Denotes 1/2 inch by 14 inch iron rebar set and marked by License No. 44123
- Denotes found and marked by License No. 44123, unless otherwise noted

—△— Denotes Restricted Access Dedicated to MNDOT per recorded document

**DEVELOPMENT CONTRACT
FOR PLAT OF
SETTLERS RIDGE NORTH 2ND
ADDITION**

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CITY OF INVER GROVE HEIGHTS

**DEVELOPMENT CONTRACT
FOR PLAT OF SETTLERS RIDGE NORTH 2ND ADDITION**

THIS DEVELOPMENT CONTRACT FOR PLAT OF SETTLERS RIDGE NORTH 2ND ADDITION (Development Contract) is made and entered into on the 9th day of November, 2020, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the DEVELOPER identified herein.

RECITALS:

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

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

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of streets and sidewalks, public utilities (sewer and water), storm sewer pipes, temporary lift station, raingardens and related storm water facility appurtenances; and

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

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

1.4 PLAT. "PLAT" means the plat of Settlers Ridge North 2nd Addition, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- d.) breach of the DEVELOPER WARRANTIES.

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

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

- A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **FULL DISCLOSURE.** None of the representations and warranties made by

DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.

H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.

The warranty period for the streets, sanitary sewer and water main, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the streets, sanitary sewer and water main, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.

I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

J. **FEE TITLE.** DEVELOPER owns fee title to the property within the PLAT.

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

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

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

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

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

If to DEVELOPER: U.S. Home Corporation
c/o Lennar
Attention: Jonathon Aune
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

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

ARTICLE 2 **PLAT APPROVAL**

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

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

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

ARTICLE 3 **CITY IMPROVEMENTS**

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

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

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

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

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

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

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

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

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

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

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

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

ARTICLE 6 **OTHER PERMITS**

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

ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 8
DEVELOPER PUBLIC IMPROVEMENTS

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

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

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

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

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the

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

- Storm Water Facilities Maintenance Agreement recorded as Doc. No. 826161
- Irrigation Facilities Maintenance Agreement recorded as Doc. No. 826162
- Retaining Wall Maintenance Agreement recorded as Doc. No. 826163
- Street Light Agreement recorded as Doc. No. 826168

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.) 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.) 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.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of November, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Division Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

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

Notary Public

This Instrument Was Drafted By:

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

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

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
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EXHIBIT A

LEGAL DESCRIPTION
OF PLAT OF SETTLERS RIDGE NORTH 2ND ADDITION

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

Lots 1 through 8, Block 1, Lots 1 through 25, Block 2 and Lots 1 through 8, Block 3, Settlers Ridge North 2nd Addition, Dakota County, Minnesota,

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

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Cover Sheet (Sheet 1 of 15)	8-20-20	Westwood
Utility, Signage and Lighting (Sheet 2 of 15)	8-20-20	Westwood
Sanitary and Watermain Construction Plan (Sheets 3, 4 and 5 of 15)	8-20-20	Westwood
Watermain Construction Plan (Sheet 6 of 15)	8-20-20	Westwood
Street and Storm Sewer Construction Plan (Sheets 7, 8 and 10 of 15)	8-20-20	Westwood
Intersection Details (Sheet 10 of 15)	8-20-20	Westwood
Details (Sheets 11, 12, 13, 15 and 15 of 15)	8-20-20	Westwood
Lift Station Plans (1.01, 1.02, 1.03, 1.04, 2.01 5.01, 7.01 and 7.02)	11-1-20 *approved 11-3-20	Bolton & Menk
Section 02550 – Site Utilities Technical Specifications M20.122614	11-1-20 *approved 11-3-20	Bolton & Menk

The above-listed Development Plans were approved by the City Engineer on October 20, 2020.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Settlers Ridge North 2nd Addition (the “City Engineer Memos”):

1. MnDOT review letter dated October 2, 2020.

2. Letter to City Engineer from EOR regarding stormwater management review dated February 26, 2020.
3. Dakota County Surveyors office comments on PLAT.

The City Engineer Memos are on file with the City. The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit or November 30, 2021 whichever occurs first	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit or November 30, 2021, whichever occurs first	extension of utilities (sanitary sewer and watermain and storm sewer)
X	prior to obtaining a building permit or November 30, 2021, whichever occurs first	sanitary sewer and water service lines
X PUBLIC	prior to obtaining a building permit or November 30, 2021, whichever occurs first	gravel base for streets
X PUBLIC	prior to obtaining a certificate of occupancy or November 30, 2021, whichever occurs first	base course bituminous for streets and street lights
X PUBLIC	prior to obtaining a building permit or November 30, 2021, whichever occurs first	Storm Water Facilities (raingardens) constructed to a functional level approved by the City Engineer
X PUBLIC	prior to obtaining a certificate of occupancy or November 30, 2021, whichever occurs first	Storm Water Facilities completed

X PUBLIC	prior to obtaining a certificate of occupancy or November 30, 2021, whichever occurs first	temporary lift station constructed on Lot 1, Block 2, Settlers Ridge North 2 nd Addition per the plan prepared by Bolton & Menk
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 November 30, 2021, whichever occurs first	final wear course of bituminous for streets
X PUBLIC	prior to obtaining a certificate of occupancy or November 30, 2021, whichever occurs first	sidewalks

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

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

EXHIBIT D
CITY IMPROVEMENTS

The CITY is not required to construct any CITY IMPROVEMENTS.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide cash deposit for the Engineering Escrow Amount provided in Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER has already paid the required sealcoating payment with regard to the streets in the PLAT. This payment was made to the CITY with the plat of Settlers Ridge North. No payment is required for the plat of Settlers Ridge North 2nd Addition.
 - e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
 - f.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT. With respect to the Outlots, the title insurance policy must list the City as an insured and must specifically show that the DEVELOPER owns the Outlots in fee title and that such Outlots are not subject to any mortgage, lien or other encumbrance.
 - g.) DEVELOPER must execute and deliver the documents listed in Section 13 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - h.) DEVELOPER must pay the connection fees referenced in Section 6 of this Exhibit E.
 - i.) DEVELOPER has paid the NWA Environmental Studies Fee pursuant to City Code Section 10-3-8C; no further payment is needed to the CITY at this time.

- j.) DEVELOPER has paid the CITY for the computerized water model for drinking water system as referenced in Section 18 of this Exhibit E. This payment was made with the plat of Settlers Ridge North. No payment is due for the plat of Settlers Ridge North 2nd Addition.
 - k.) DEVELOPER has paid the CITY for the storm water model updating by Barr Engineering as referenced in Section 19 of this Exhibit E. This payment was made with the plat of Settlers Ridge North. No payment is due for the plat of Settlers Ridge North 2nd Addition.
 - l.) DEVELOPER must pay the park dedication fee referenced in paragraph 5 of this Exhibit E.
 - m.) DEVELOPER has already paid the required tree preservation shortage with the plat of Settlers Ridge North.
 - n.) DEVELOPER has already paid in cash deposit to the CITY the amounts owed to the CITY for the utility extension and street extension with respect to the segment of the utilities and street within the PLAT that will not be extended until a future date when the abutting property adjacent to the PLAT is developed. There is no amount owed to the CITY for utility and street extension for the plat of Settlers Ridge North 2nd Addition. See paragraph 20 of this Exhibit E.
 - o.) DEVELOPER shall pay the amount of \$29,500 for the construction services on basins and erosion control provided by EOR per the proposal from EOR to the City dated October 16, 2020. The \$29,500 shall be by cash deposit to the CITY at the time of release of the PLAT to the DEVELOPER. This cash deposit is part of and included in the Engineering Escrow Amount referenced in Exhibit F.
 - p.) DEVELOPER shall pay the amount of \$42,000 for the services provided by Bolton & Menk relating to the lift station design. The \$42,000 shall be by cash deposit to the CITY at the time of release of the PLAT to the DEVELOPER. This cash deposit is part of and included in the Engineering Escrow Amount referenced in Exhibit F.
 - q.) To defray the future cost of abandoning the lift station and the force main, DEVELOPER, at the time of release of the Plat of Settlers Ridge North 2nd Addition shall pay to the CITY a cash payment of \$47,100 pursuant to paragraph 25 of Exhibit E.
- 2.) **BUILDING PERMITS FOR LOTS.** Prior to November 30, 2021, or prior to issuance of a building permit for any lot in the PLAT, whichever occurs first, the following conditions must be met in accordance with the DEVELOPMENT PLANS:

- a.) All the conditions in Section 1 of this Exhibit E have been met.
 - b.) The PLAT is recorded with the Dakota County Recorder.
 - c.) The DEVELOPMENT CONTRACT and all of the documents listed in 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.) Utility extensions must be completed.
 - 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 have been added to the homeowner association documents required by Section 12 of this Exhibit E.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to November 30, 2021, or prior to the issuance of any certificate of occupancy for any lot in the PLAT, whichever occurs first, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions listed in Sections 1 and 2 of this Exhibit E must be satisfied.
 - b.) Base course bituminous for the streets and the street lights must be installed.
 - c.) The Storm Water Facilities must be completed and approved by the City Engineer.
 - d.) Lot landscaping must be completed for the individual lot affected by the landscaping; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30th.
 - e.) The final wear course of bituminous for the streets must be installed; however, the final wear course of bituminous for the streets may be required to be installed earlier or later as approved by the City Engineer.
 - f.) The sidewalks must be constructed.

g.) The temporary lift station on Lot 1, Block 2, Settlers Ridge North 2nd Addition shall be constructed per the plan prepared by Bolton & Menk.

- 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 41 lots and as a result, the park contribution is \$116,850 (41 lots multiplied by \$2,850 per unit). The park contribution fee of \$116,850 must be paid before the CITY signs the PLAT.
- 6.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

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

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

Northwest Area Fees		Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Fees	Connection	\$56,553	\$32,714	\$184,621	\$273,888

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

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

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

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

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

- 7.) **PAYMENT FOR SEALCOATING.** DEVELOPER has already paid the required sealcoating payment with regard to the streets in the PLAT. This payment was made to the CITY with the plat of Settlers Ridge North. No payment is required for the plat of Settlers Ridge North 2nd Addition.

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 of Settlers Ridge North and 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 have been met with the Plat of Settlers Ridge North. 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 pay for the energy costs for all the street lights in the PLAT through the date of December 31, 2025. Thereafter, the energy costs for the street lights shall be paid by the owners of the buildable lots pursuant to the Street Light Agreement recorded as Dakota County Document No. 826168.

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.** There are no outlots in the Plat of Settlers Ridge North 2nd Addition.

12.) **HOMEOWNERS ASSOCIATION.** A condition of approval of building permit is that the DEVELOPER add all of the lots within the PLAT to the Enclave at Settlers Ridge North Homeowners Association. The documents prepared by the DEVELOPER in connection with the addition of the lots within the plat of Settlers Ridge North 2nd Addition to the Enclave at Settlers Ridge Homeowners Association must be approved by the CITY prior to the issuance of a building permit for any home in the PLAT, which approval shall not unreasonably be withheld, delayed or conditioned.

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

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

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

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

- c. DEVELOPER must execute four (4) separate Restrictive Use Easement Agreements for the following lots within the PLAT:

- Lot 20, Block 2, Settlers Ridge North 2nd Addition
- Lot 1, Block 1, Settlers Ridge North 2nd Addition
- Lot 8, Block 1, Settlers Ridge North 2nd Addition

- Lot 1, Block 2, Settlers Ridge North 2nd Addition

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

- d. DEVELOPER must execute a Non-Disturbance Use 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. The CITY will vacate the dedicated drainage and utility easements within Outlot C, Settlers Ridge North. DEVELOPER is dedicating new drainage and utility easements in the plat of Settlers Ridge North 2nd Addition.

The CITY shall provide a Notice of Completion of Vacation which shall be recorded prior to the PLAT.

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

- 14.) **RAINGARDENS.** DEVELOPER is constructing raingardens in Blocks 1 and 2, Settlers Ridge North 2nd Addition. With respect to the raingarden lots in Blocks 1 and 2, Settlers Ridge North 2nd Addition, the raingardens on such lots must be completed before the last certificate of occupancy is issued by the CITY for those raingarden lots in Block 1 and Block 2. The raingardens shall be maintained by the Enclave at Settlers Ridge North Homeowners Association pursuant to the Storm Water Facilities Maintenance Agreement recorded as Dakota County Doc. No. 826161.
- 15.) **MONUMENT AT ENTRYWAY.** DEVELOPER is constructing a monument and associated landscaping at the entryway to the Plat of Settlers Ridge North. 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 the DEVELOPER intends to construct model homes on certain lots within the PLAT, the lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes by the public, the DEVELOPER shall install a gravel drive for access to the lots and

the gravel drive shall be inspected and approved by the CITY Fire Marshall. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.

- 17.) **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

- 18.) **WATER MODELING.** DEVELOPER has paid the CITY for the computerized water model for drinking water system as referenced in Section 18 of this Exhibit E. This payment was made with the plat of Settlers Ridge North. No payment is due for the plat of Settlers Ridge North 2nd Addition.
- 19.) **STORM WATER MODEL UPDATING.** DEVELOPER has paid the CITY for the storm water model updating by Barr Engineering as referenced in Section 19 of this Exhibit E. This payment was made with the plat of Settlers Ridge North. No payment is due for the plat of Settlers Ridge North 2nd Addition.
- 20.) **PAYMENT FOR UTILITY AND STREET EXTENSION.** There are streets within the PLAT identified as Apple Trail and Agate Trail that abut property that is not owned by DEVELOPER and is not being developed with the plat of Settlers Ridge North 2nd Addition. The DEVELOPER has to leave unbuilt a portion of the utilities and street adjoining the PLAT. The CITY wants to assure that the portions of Apple Trail and Agate Trail are either built or that the CITY has funds available to build these segments if and when the property adjoining the PLAT is developed.

DEVELOPER has already paid in cash deposit to the CITY the amounts owed to the CITY for the utility extension and street extension with respect to the segment of the utilities and street within the PLAT that will not be extended until a future date when the abutting property adjacent to the PLAT is developed. There is no amount owed to the CITY for utility and street extension for the plat of Settlers Ridge North 2nd Addition.

With regard to the cash payment, no interest shall be paid by the CITY. The DEVELOPER has no claim to the cash payment that is kept by the CITY. The cash payment is not refundable or reimbursable.

- 21.) **PEDESTRIAN TRAILS.** There are no pedestrian trails being constructed with the

PLAT.

- 22.) **TREE REPLACEMENT SHORTAGE.** The DEVELOPER has complied with all tree preservation requirements with the Plat of Settlers Ridge North. There are no tree replacement shortages for the Plat of Settlers Ridge North 2nd Addition.
- 23.) **WATERMAIN TRUNK MODIFICATION IN AGATE TRAIL.** The CITY has required that the water system in the PLAT be increased from an 6 inch main to a 8 inch trunk water main. There is no reimbursement for the upsizing from 6 inches to 8 inches; this is a requirement of the CITY with respect to the DEVELOPMENT PLANS approval.

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

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

- 24.) **RETAINING WALL REQUIRMENTS.** Prior to the CITY issuing a building permit for any individual lot in the PLAT, all retaining wall permits, if applicable, 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.
- 25.) **LIFT STATION AND DECOMMISSIONING.** DEVELOPER, at its expense, is constructing a public sanitary sewer lift station and public sanitary sewer force main as part of the Developer Improvements. The sanitary sewer lift station and force main will serve the PLAT. At some time in the future, it is expected that the CITY will construct public sanitary sewer pipes to connect the sewer pipes from the plat of Settlers Ridge North and Settlers Ridge North 2nd Addition to a gravity sanitary sewer along 65th Street; at that time, the probability is that the CITY will abandon the lift station that services the plat of Settlers Ridge North and Settlers Ridge North 2nd Addition and will abandon the force main being constructed as part of the lift station system. To defray the future cost of abandoning the lift station and the force main, DEVELOPER, at the time of release of the Plat of Settlers Ridge North 2nd Addition, shall pay to the CITY the sum of \$47,100 (per the estimate from Bolton & Menk dated January 31, 2020); this amount is not refundable or reimbursable; this amount shall be kept by the CITY to assist with the cost of paying

for the removal of the lift station and force main and the connection to the gravity flow system.

- 26.) **RECORDED AGREEMENTS FOR SETTLERS RIDGE NORTH.** The following agreements were entered into between DEVELOPER and the CITY with respect to the Plat of Settlers Ridge North and were recorded against the property comprising the Plat of Settlers Ridge North 2nd Addition:

- Storm Water Facilities Maintenance Agreement recorded as Doc. No. 826161
- Irrigation Facilities Maintenance Agreement recorded as Doc. No. 826162
- Retaining Wall Maintenance Agreement recorded as Doc. No. 826163
- Street Light Agreement recorded as Doc. No. 826168

DEVELOPER hereby acknowledges, agrees and understands that the property within the Plat of Settlers Ridge North 2nd Addition is subject to the above-listed recorded agreements and that DEVELOPER is subject to the terms, conditions, obligations and responsibilities as contained and identified in the above-listed recorded agreements. All of the above-listed agreements remain in full force and effect.

- 27.) **UNPAID SPECIAL ASSESSMENTS FOR PLAT OF SETTLERS RIDGE NORTH.**

There is a balance of \$213,626.26 in unpaid special assessments relating to the property comprising the plat of Settlers Ridge North. Outlot C, Settlers Ridge North is being re-platted into the 41 lots comprising the plat of Settlers Ridge North 2nd Addition.

The City is proposing to divide the assessments owed by 25 parcel identification numbers in the plat of Settlers Ridge North and 41 buildable lots for Outlot C (20-67200-00-030) of Settlers Ridge North. The total number of parcel identification numbers/buildable lots for assessment purposes is 66. The per parcel assessment calculation is: $\$213,626.26 \div 66 = \$3,236.76$ per parcel identification number.

The amount of \$3,236.76 will be applied to the 25 parcel identification numbers for the lots in the plat of Settlers Ridge North.

The amount of \$132,707.16 will be applied towards tax parcel identification number 20-67200-00-030 which is Outlot C, Settlers Ridge North which Outlot comprises the 41 buildable lots being re-platted in the plat of Settlers Ridge North 2nd Addition.

- 28.) **VACATION OF EASEMENTS ON OUTLOT C, SETTLERS RIDGE NORTH.** The City is vacating the drainage and utility easements on Outlot C, Settlers Ridge North, dedicated to the City in the plat of Settlers Ridge North. The City will prepare a Notice of Completion of Vacation that will be recorded together with the Plat of Settlers Ridge North 2nd Addition. DEVELOPER is dedicating new drainage and utility easements in the plat of Settlers Ridge North 2nd Addition that will replace the vacated drainage and utility easements.

- 29.) **RAINGARDENS.** The DEVELOPER is constructing raingardens on Lots 1 and 2, Block 1, Settlers Ridge North 2nd Addition and on Lots 4, 5, 6, 7, 17, 18, 22, 23 and 25, Block 2, Settlers Ridge North 2nd Addition. Under the terms and conditions of the recorded Storm Water Facilities Maintenance Agreement for the Plat of Settlers Ridge North recorded as Dakota County Document No. 826161, the DEVELOPER is obligated to maintain the raingardens until December 31, 2021 and the Enclave at Settlers Ridge Homeowners Association is obligated to maintain the raingardens from and after January 1, 2022. The DEVELOPER shall submit a Storm Water Facilities Maintenance Responsibility Map to the CITY depicting the raingardens in Settlers Ridge North 2nd Addition and the responsible parties for maintenance with respect to the raingardens as well as the other storm water facilities and the responsibility therefore as referenced in the Storm Water Facilities Maintenance Agreement recorded as Dakota County Doc. No. 826161.

EXHIBIT F
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$-0-
2.)	Sanitary Sewer and Watermain	\$680,165
3.)	Temporary lift station	\$250,000
4.)	Storm Sewer (piping)	\$219,257
5.)	Storm Water Facilities (raingardens)	\$206,290
6.)	Street Construction (and sidewalks)	\$359,179
7.)	Signs	\$5,550
8.)	Street Lights	\$38,950
9.)	Construction debris clean up	\$10,000
10.)	Certified As-Builts	\$10,000
11.)	Landscaping	\$41,000
SUBTOTAL		\$1,820,390
Multiplied by		<u>1.25</u>
TOTAL ESCROW:		\$2,275,488

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:

- \$86,100 City fees for inspection and engineering services (41 lots x \$2,100 per lot)
- \$29,500 EOR construction services on basins and erosion control
- \$42,000 Bolton & Menk design and inspection
- \$246,500** **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 \$24,650 shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and plat landscaping on the PLAT in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$246,500 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.

NON-DISTURBANCE USE AGREEMENT
FOR THE PLAT OF SETTLERS RIDGE NORTH 2ND ADDITION
DAKOTA COUNTY, MINNESOTA

THIS NON-DISTURBANCE USE AGREEMENT FOR THE PLAT OF SETTLERS RIDGE NORTH 2ND ADDITION, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 9th day of November, 2020, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Landowner 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, Landowner and City wish to enter into an agreement which will prohibit the placement of trees, shrubs, vegetation (except grass), buildings and structures within the public drainage and utility easements described and depicted on **Exhibit B**, attached hereto (hereinafter referred to as the “Non-Disturbance Area”), without the prior written consent of the City.

WHEREAS, execution of this Agreement is a condition precedent to issuing a building permit for the Property.

NOW, THEREFORE, in mutual consideration of the covenants, agreements and recitals of the parties herein contained, it is hereby agreed by the parties as follows:

Section 1. Non-Disturbance Relating to Vegetation. Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed or allowed to be planted or placed by Landowner upon the Non-Disturbance Area. Landowner shall remove all items and objects that are in violation of Section 1. If Landowner fails to remove such items or objects, the City pursuant to Section 5 hereof, may remove such items and objects.

Section 2. Non-Disturbance Relating to Structures. Except as provided in Section 4 hereof, no buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebos, rock gardens, landscape boulders and irrigation

systems) shall be placed or allowed to be placed by Landowner in the Non-Disturbance Area without the prior written consent of the City. Landowner shall remove all items and objects that are in violation of Section 2. If Landowner fails to remove such items or objects, the City pursuant to Section 5 hereof, may remove such items and objects.

Section 3. Duration of Agreement. The duration of the Agreement is perpetual, unless terminated by any of the following means:

- a. The Agreement may be terminated by recordable written instrument signed by the parties.
- b. The Agreement may be terminated if the City executes a written recordable release of the Agreement.

Section 4. No Impairment of City Rights. Nothing contained herein shall prohibit or 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 Non-disturbance Area.

Section 5. City Remedies. If the Landowner violates Section 1 or Section 2 hereof or fails to perform any of its covenants or obligations under this 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 Agreement.
- b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Landowner has not complied with the terms and provisions set forth in this Agreement, the DPW shall provide written notice to the Landowner of such failure to comply with the terms and provisions of this Agreement. This notice shall specify that the Landowner will have thirty (30) days to comply with the terms and provisions of this Agreement, unless thirty (30) days is not practicable for the Landowner to so comply, in which case the Landowner shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Agreement provided the Landowner 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 Landowner to comply with the terms and provisions of this 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 Agreement without giving any notice to the Landowner and without giving the Landowner thirty (30) days to comply with the terms and provisions of this Agreement. If the City performs emergency service work, the Landowner 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 8 (c) and 8 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Landowner fails to comply with the terms and provisions of this 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 Landowner who is in violation of this Agreement. The amount of costs charged by the City to the Landowner who is in violation of this Agreement 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 Agreement. The Landowner who is in violation of this Agreement 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 Landowner who is in violation of this Agreement as provided in Section 8 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by such Landowner 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. Such Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Landowner. Such Landowner hereby further 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 Property owned by such Landowner. Such Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. Such Landowner acknowledges that the benefit to the Property owned by such Landowner from the performance of tasks by the City to ensure compliance with the terms and provisions of this Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by such Landowner .

Section 6. Binding Effect. This Agreement shall run with the Property and shall inure to the benefit of the Landowner and the City and shall bind the Landowner and the successors and assigns of the Landowner 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.

Section 7. No Assumption of Duty. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations.

Section 8. No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

Section 9. 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.

Section 10. Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

Section 11. 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.

Section 12. 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.

Section 13. Execution of Agreement. This Agreement shall be executed by Landowner prior to the City releasing the Plat of Settlers Ridge North 2nd Addition for recording.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year aforesaid by 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 9th day of November, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Division Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

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

Notary Public

THIS INSTRUMENT 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:

EXHIBIT B
NON-DISTURBANCE AREA

A non-disturbance area lying over, under and across all that part of the Property described as follows:

Depiction of Non-disturbance Area
(Part of Exhibit B)

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 1, SETTLERS RIDGE NORTH 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 1, SETTLERS RIDGE NORTH 2ND ADDITION (Easement Agreement) is made this 9th day of November, 2020, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 1, Block 1, Settlers Ridge North 2nd Addition 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 9th day of November, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

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

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

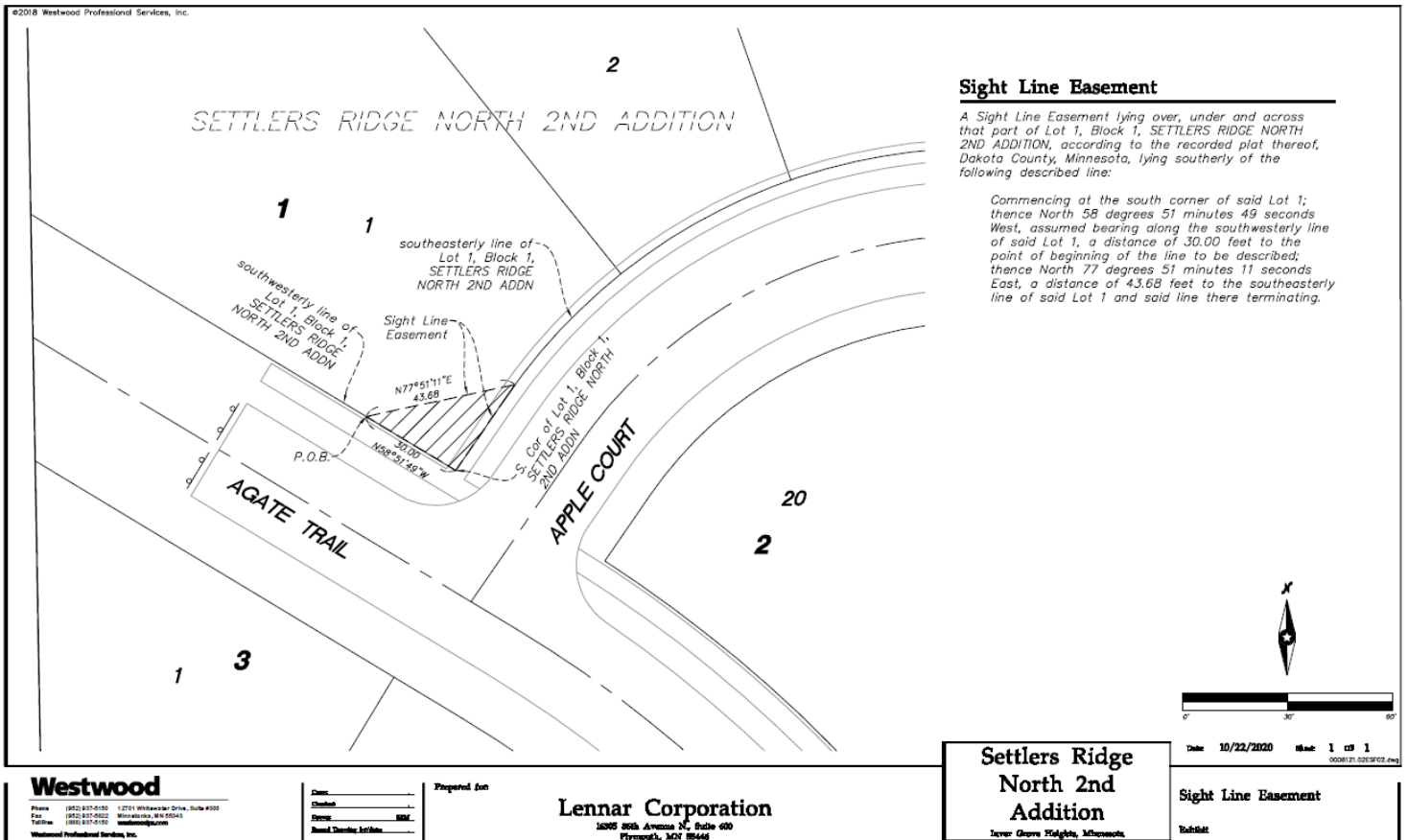
Lot 1, Block 1, Settlers Ridge North 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 1, Block 1, Settlers Ridge North 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying southerly of the following described line:

Commencing at the south corner of said Lot 1; thence North 58 degrees 51 minutes 49 seconds West, assumed bearing along the southwesterly line of said Lot 1, a distance of 30.00 feet to the point of beginning of the line to be described; thence North 77 degrees 51 minutes 11 seconds East, a distance of 43.68 feet to the southeasterly line of said Lot 1 and said line there terminating.

Depiction of Easement Area (Part of Exhibit B)



RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 2, SETTLERS RIDGE NORTH 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 2, SETTLERS RIDGE NORTH 2ND ADDITION (Easement Agreement) is made this 9th day of November, 2020, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 1, Block 2, Settlers Ridge North 2nd Addition 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 9th day of November, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

GRANTOR:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

[illegible]

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

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

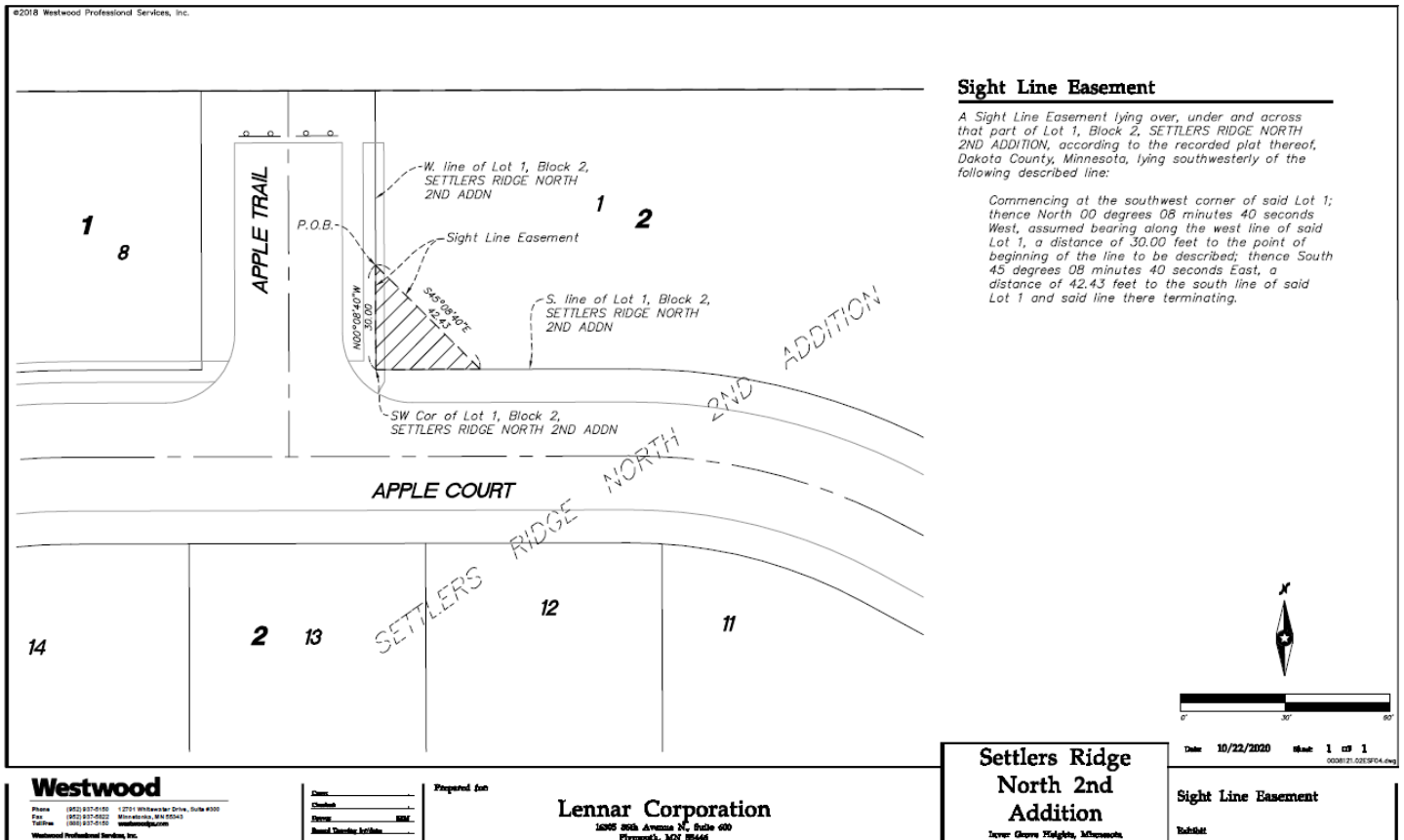
Lot 1, Block 2, Settlers Ridge North 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 1, Block 2, Settlers Ridge North 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota lying southwesterly of the following described line:

Commencing at the southwest corner of said Lot 1; thence North 00 degrees 08 minutes 40 seconds West, assumed bearing along the west line of said Lot 1, a distance of 30.00 feet to the point of beginning of the line to be described; thence South 45 degrees 08 minutes 40 seconds East, a distance of 42.43 feet to the south line of said Lot 1 and said line there terminating.

Depiction of Easement Area (Part of Exhibit B)



RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 8, BLOCK 1, SETTLERS RIDGE NORTH 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 8, BLOCK 1, SETTLERS RIDGE NORTH 2ND ADDITION (Easement Agreement) is made this 9th day of November, 2020, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 8, Block 1, Settlers Ridge North 2nd Addition 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 9th day of November, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

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

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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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 8, Block 1, Settlers Ridge North 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

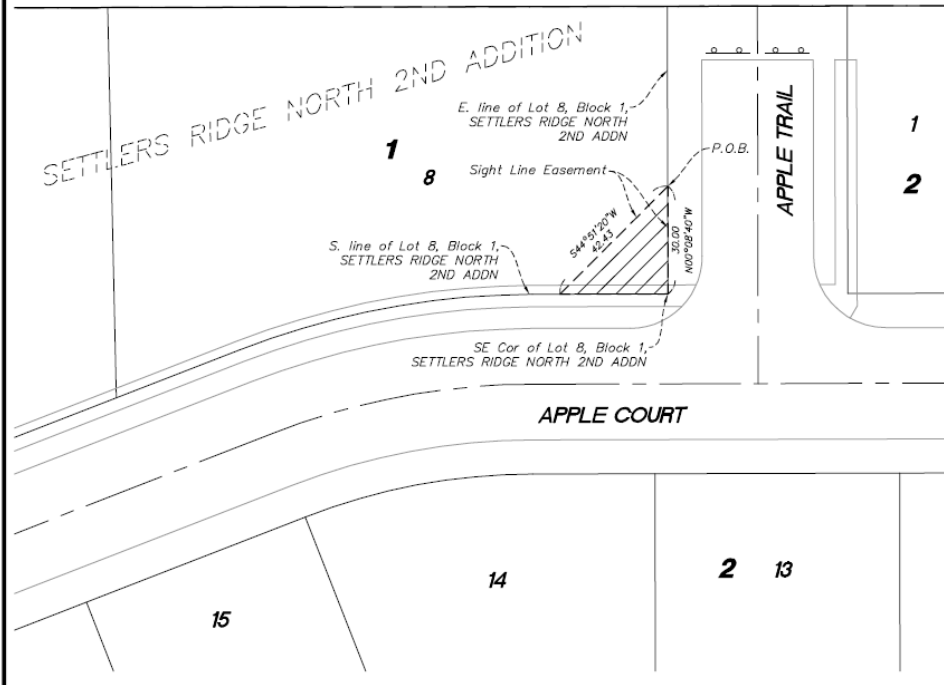
EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 8, Block 1, Settlers Ridge North 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota lying southeasterly of the following described line:

Commencing at the southeast corner of said Lot 8; thence North 00 degrees 08 minutes 40 seconds West, assumed bearing along the east line of said Lot 8, a distance of 30.00 feet to the point of beginning of the line to be described; thence South 44 degrees 51 minutes 20 seconds West, a distance of 42.43 feet to the south line of said Lot 8 and said line there terminating.

Depiction of Easement Area (Part of Exhibit B)

©2018 Westwood Professional Services, Inc.



Sight Line Easement

A Sight Line Easement lying over, under and across that part of Lot 8, Block 1, SETTLERS RIDGE NORTH 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:

Commencing at the southeast corner of said Lot 8; thence North 00 degrees 05 minutes 40 seconds West, assumed bearing along the east line of said Lot 8, a distance of 30.00 feet to the point of beginning of the line to be described; thence South 44 degrees 51 minutes 20 seconds West, a distance of 42.43 feet to the south line of said Lot 8 and said line there terminating.



Date: 10/22/2020 Sheet: 1 of 1
D:\0000121\2018\SPCL3.dwg

Westwood

Phone: (612) 837-0100 12721 Whitehaven Drive, Suite #100
Fax: (612) 837-0102 Minneapolis, MN 55441
Toll-free: (800) 837-0100 westwoodspcl.com

Westwood Professional Services, Inc.

Date: _____
Checked: _____
Drawn: _____
Based Drawing: Initials: _____

Prepared for:

Lennar Corporation

16905 86th Avenue N., Suite 600
Plymouth, MN 55448

Settlers Ridge North 2nd Addition

Seven Grove Heights, Minnesota

Sight Line Easement

Exhibit

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 20, BLOCK 2, SETTLERS RIDGE NORTH 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 20, BLOCK 2, SETTLERS RIDGE NORTH 2ND ADDITION (Easement Agreement) is made this 9th day of November, 2020, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

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

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

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

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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.

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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.
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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.

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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.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 20, Block 2, Settlers Ridge North 2nd Addition 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 9th day of November, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

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

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

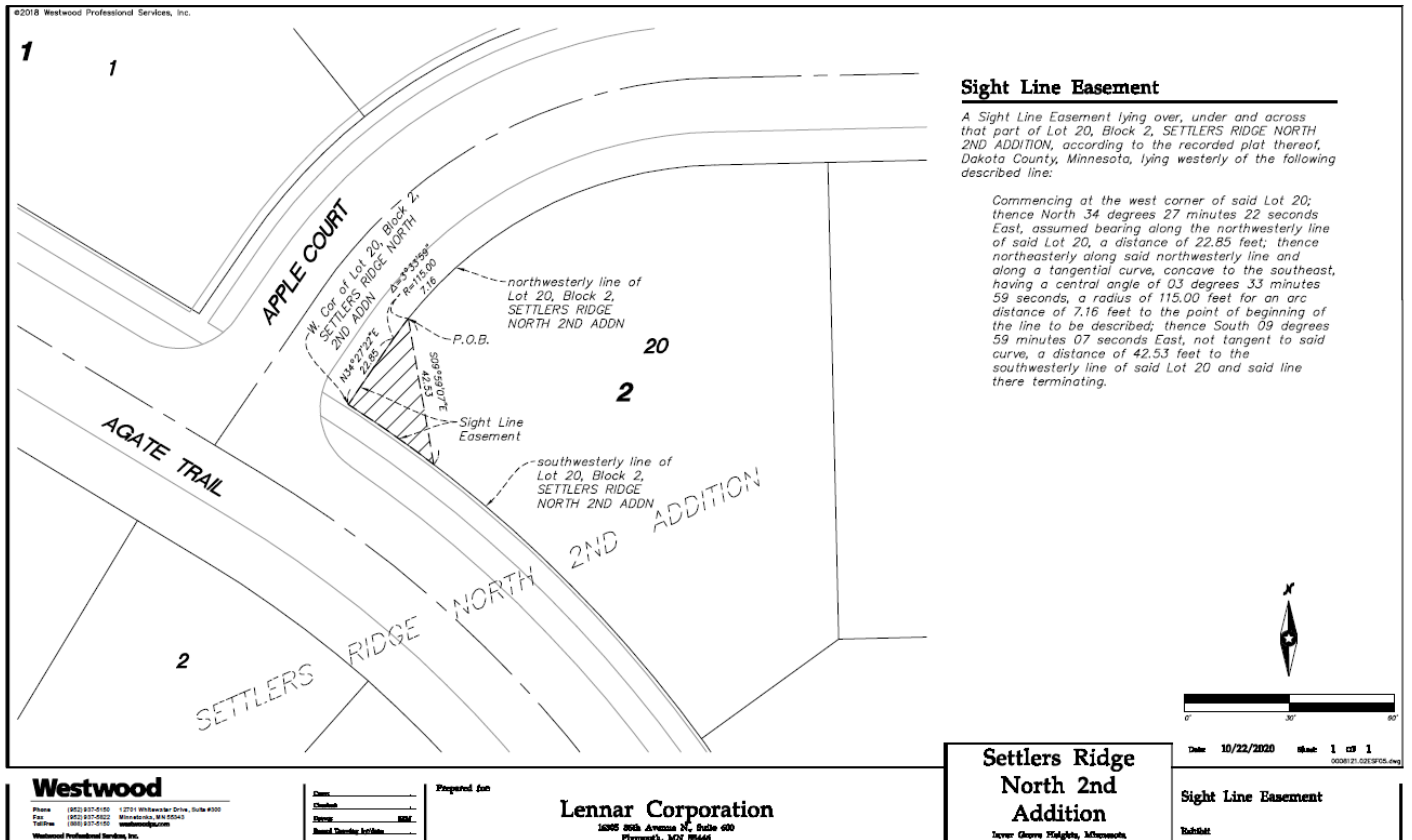
Lot 20, Block 2, Settlers Ridge North 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 20, Block 2, Settlers Ridge North 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota lying westerly of the following described line:

Commencing at the west corner of said Lot 20; thence North 34 degrees 27 minutes 22 seconds East, assumed bearing along the northwesterly line of said Lot 20, a distance of 22.85 feet; thence northeasterly along said northwesterly line and along a tangential curve, concave to the southeast, having a central angle of 03 degrees 33 minutes 59 seconds, a radius of 115.00 feet for an arc distance of 7.16 feet to the point of beginning of the line to be described; thence South 09 degrees 59 minutes 07 seconds East, not tangent to said curve, a distance of 42.53 feet to the southwesterly line of said Lot 20 and said line there terminating.

Depiction of Easement Area (Part of Exhibit B)



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Ordinance Revisions Implementing Previously-Approved Revisions to City Personnel Policies Regarding Vacation and Funeral Leave

Meeting Date: November 9, 2020
 Item Type: Regular Agenda
 Contact: Janet Shefchik
 Prepared by: Janet Shefchik
 Reviewed by: Bridget Nason, City Attorney

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

At its August 12, 2019 meeting, the City Council approved various changes to the City's personnel policies related to the accrual of vacation leave, use of vacation time, funeral leave, and leave accrual during an employee's orientation period. Because the City's personnel policy is located within the City Code, to amend the personnel policy the Council must formally adopt an ordinance amending the City Code.

SUMMARY

The Council is asked to consider waiving the three-reading requirement and adopting the attached ordinance formally amending the City's personnel policy with the leave policy changes previously approved by the Council.

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

ORDINANCE NO. 1393

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE
1, CHAPTER 6, ARTICLE A RELATED TO EMPLOYEE LEAVE ACCRUAL
AND USE**

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

Section One. Amendment. Title 1, Chapter 6, Article A, of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

1-6A-12-1: VACATION LEAVE:

- A. Amount: Employees serving their orientation period and full-time employees shall earn vacation leave according to the accrual table below:

Continuous Years Of Service	Annual Hours Of Vacation Accrual
0 through end of 5	80
Beginning of 6 through end of 8	120
Beginning of 9 through end of 12	144
Beginning of 13 through end of 17	168
Beginning of 18 or more <u>through end of 22</u>	184 <u>192*</u>
<u>Beginning of 23 and Above</u>	<u>208*</u>
<u>*Accrual rates effective beginning 8/24/19</u>	

- B. Use Of Time: Vacation leave may be used as earned, provided that the supervisor and/or department head shall determine the time at which vacation leave may be taken. No employee shall be permitted to take vacation leave in advance of accrual, except as provided for in subsection 1-6A-13-4D3c of this article. ~~Vacation leave shall accrue during a new employee's orientation period, but not be eligible for use until the completion of six (6) months of continuous service.~~
- C. Accrual: Beginning January 1, 2020, employees may accrue vacation leave to a maximum of two hundred forty eighty (240 ~~280~~) hours. ~~In the event an employee has been unable to take advantage of vacation leave as earned with the result said employee has accumulated a total of two hundred forty (240) hours' vacation, one may be absent from work with notice to take vacation leave and thus prevent the loss of vacation leave beyond the maximum of two hundred forty (240) hours.~~

Any vacation hours accrued beyond the two hundred ~~forty eighty~~ (240 ~~280~~) hour limit must be taken as it is accrued, otherwise such hours are ~~it is~~ ineligible for accrual, subject to subsection D of this section.

- D. Accrual Waiver: The maximum amount of vacation leave (~~240~~) that can be accrued by individual employees may be waived by the city administrator. The waiver may be a result of, but not limited to, department reorganization, position vacancies, excessive workloads and procedural or system changes.
- E. Waiver Restriction: Vacation leave is intended as a period of rest and relaxation and shall not be waived by an employee for the purpose of receiving double pay.
- F. Entitlement Upon Termination or Death: Any employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued to the date of separation. Upon an employee's death, the spouse, designated beneficiary or estate shall be paid the benefit.
- G. Scheduling: While every effort will be made to give employees the vacation period requested; vacations will be scheduled to ensure normal operation of the department. (Ord. 1231, 2-28-2011)

1-6A-12-3: FUNERAL LEAVE:

A maximum of three (3) days' paid absence from duty is permitted in the event of death in the immediate family. "Immediate family", for the purpose of this section, means the employee's spouse child or parent. (Ord. 888, 3-11-1997; amd. 2008 Code) or domestic partner, or the following kin of either the employee or the employee's spouse or domestic partner: children, mother, father, sister, brother, grandchild or grandparents, or any of the above step- or in-law relations.

1-6A-7: ORIENTATION PERIOD:

- E. Benefits During Orientation Period: An employee, ~~during the orientation,~~ is eligible to use personal and vacation leave as it is accrued, during the orientation period. ~~Vacation leave will accrue from the start date of the employee, but is not eligible for use until after the completion of six (6) months of continuous service.~~ Group health and welfare benefits shall start from the first day of the month following employment; however, any waiting period shall be according to the terms of the group health policy. (Ord. 888, 3-11-1997)

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

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

CITY OF INVER GROVE HEIGHTS

By: _____

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

**A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF
ORDINANCE NO. 1393 AMENDING CITY CODE TITLE 1, CHAPTER 6,
ARTICLE A RELATED TO EMPLOYEE LEAVE ACCRUAL AND USE**

WHEREAS, on or about November 9, 2020, the City of Inver Grove Heights, Dakota County, Minnesota (“City”) adopted Ordinance No. 1393, and

WHEREAS, State law requires that all ordinances adopted be published prior to becoming effective; and

WHEREAS, pursuant to Minn. Stat. Sec. 412.191, subd. 4, the Council may, by a 4/5 vote, direct that only the title and a summary be published; and

WHEREAS, the City Council for the City of Inver Grove Heights has reviewed the summary of Ordinance No. 1393 attached hereto as Exhibit A; and

WHEREAS, the City Council for the City of Inver Grove Heights has determined that publication of the title and a summary of Ordinance No. 1393 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, due to the length of Ordinance No. 1393 the City desires to publish a summary of the Ordinance.

NOW THEREFORE BE IT RESOLVED, by a vote of at least four-fifths of its members, the City Council for the City of Inver Grove Heights hereby:

1. Approves the text of the summary of Ordinance No. 1393 attached as Exhibit A and authorizes the publication of the summary shown in Exhibit A in lieu of publication of the entirety of Ordinance No. 1393 in the City’s official newspaper.
2. Directs the City Clerk to ensure that a full and complete printed copy of Ordinance 1393 is available for inspection during regular business hours at the office of the City Clerk, by standard mail, or by electronic mail.
3. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

This resolution is passed and adopted by the City of Inver Grove Heights, Dakota County, Minnesota this 9th of November, 2020.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk

(Published in the _____ on _____, 2020.)

EXHIBIT A

CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA, ORDINANCE NO. 1393, AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 1, CHAPTER 6, ARTICLE A RELATED TO EMPLOYEE LEAVE ACCRUAL AND USE

On November 9, 2020, the City of Inver Grove Heights, Dakota County, Minnesota (“City”) adopted Ordinance No. 1393 amending Title 1, Chapter 6, Article A of the Inver Grove Heights City Code related to employee leave accrual and use.

The Ordinance makes the following changes to Article A: Changes annual hours of leave accrual for employees with 18 through 22 years of service to 192 and with 23 or more years of service to 208, effective August 24, 2019; eliminates the prohibition on using leave during an employee’s probationary period; effective January 1, 2020 increases maximum employee leave accruals from 240 to 280 a year; and expands the definition of “immediate family” to include domestic partners and children, parents, siblings grandchildren, and grandparents of any of the same or of certain step or in-law relations for the purpose of funeral leave.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1393 and it is directed that only the above title and summary of Ordinance No. 1393 be published, conforming to Minn. Stat. §331A.01, with the following

NOTICE:

A printed copy of the full text of Ordinance No. 1393 is available for inspection by any person during regular office hours at the office of the Inver Grove Heights City Clerk, Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Special Assessment Deferment and Waiver of Assessment Appeal Agreement for Outlot A Short Properties for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail)

Meeting Date: November 9, 2020
 Item Type: Regular
 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:

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

PURPOSE/ACTION REQUESTED

Consider Resolution Approving Special Assessment Deferment and Waiver of Assessment Appeal Agreement for **Outlot A Short Properties** for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

SUMMARY

The City Council is asked to consider approving a special assessment deferment resolution and a waiver of assessment appeal agreement for Outlot A of the Short Properties plat (PID 206777500010). The property is a vacant Outlot with future development potential and the deferment and waiver of assessment appeal agreement will ensure the property owner(s) contribute to the 2019-09C – Cahill Avenue Mill and Overlay if the lot is developed, conveyed, sold, or transferred. If the additional land is not subdivided or developed on after 15-years (the useful life of the improvement), the agreement and assessment expire. The agreement is recorded with the County and follows the property.

The resolution and agreement allow the \$4,000.00 special assessment for Outlot A of Short Properties (PID 206777500010) to be payable and due under the same terms as the previously approved special assessments. The agreements allow for the assessment in the amount \$4,000.00 to be deferred without interest accrual until the property is developed, conveyed, sold, or transferred. If the deferment ceases prior to 2036, the \$4,000.00 becomes due. At that time, the property owners can pay the assessment in full or allow it to be placed on County taxes for a 5-year term at 3.15% interest. If the deferment has not ceased by 2036, the deferred assessment expires and is no longer due.

The Engineering Division recommends approval of the resolution for special assessment deferment and approving waiver of assessment appeal agreement for the property description Outlot A Short Properties (PID 206777500010) for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

SWD/jm

Attachment: Resolution
 Agreement

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

RESOLUTION NO. _____

**RESOLUTION AND CERTIFICATE PURSUANT TO
MINNESOTA STATUTES § 429.061, SUBD. 2,
MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENT
BY THE CITY OF INVER GROVE HEIGHTS FOR PROPERTY
OWNED BY CHRISTOPHER R. SHORT AND BARBARA SHORT**

WHEREAS, Christopher R. Short and Barbara Short, husband and wife, have an ownership interested in certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Dakota County Property Tax Parcel Number 20-67775-00-010 and legally described in Exhibit A (the “Landowner Property”).

WHEREAS, the City of Inver Grove Heights (“City”) has ordered and constructed City Project No. 2019-09C – Cahill Avenue Mill and Overlay [Concord Boulevard to Inver Grove Trail] (the “Project”). The Project includes various roadway, drainage, sanitary sewer and water improvements to Cahill Avenue adjacent to the Landowner Property which will benefit the Landowner Property.

WHEREAS, the City is assessing certain abutting properties (including the Landowner Property) for the cost of the improvements associated with the Project pursuant to Minnesota Statutes Chapter 429. On November 9, 2020, the City adopted a final assessment roll for the Project and the Landowner Property.

WHEREAS, the City levied a \$4,000 principal special assessment against the Landowner Property for the Project and is contemporaneously deferring the \$4,000 special assessment pursuant to Minnesota Statutes § 429.061, Subd. 2, and in consideration of the Landowner waiving their right to special assessment notices, hearings, and appeal rights.

WHEREAS, Minnesota Statutes § 429.061, Subd. 2, provides a procedure whereby a city may levy special assessments against benefited property, but defer payment of certain amounts of special assessments because the property is not yet improved.

WHEREAS, the City finds and determines that the Landowner Property qualifies for a deferment under Minnesota Statutes § 429.061, Subd. 2.

WHEREAS, Minnesota Statutes § 429.061, Subd. 2 specifically provides that if special assessments have been deferred, then the City shall record with the county recorder a certificate containing the legal description of the affected property and the amount of the deferred special assessment.

NOW THEREFORE, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following:

1. Upon due notice and after hearing on November 9, 2020, the City Council, acting pursuant to Minnesota Statutes Chapter 429, levied a special assessment for the Project in the original principal amount of \$4,000 against benefited property in Inver Grove Heights, Minnesota identified as Dakota County Property Tax Parcel Number 20-67775-00-010 and legally described in Exhibit A, which is attached hereto and made a part hereof (herein referred to as the “Landowner Property”).
2. Contemporaneously with the special assessment levy of \$4,000, the City Council does hereby defer payment of \$4,000 of the principal special assessment levy pursuant to the following terms and conditions:
 - a. The amount of \$4,000 is hereby deferred for a period of 15 years from 2021 through 2035. This deferred amount shall not accrue interest during the deferral period.
 - b. The \$4,000 deferment shall cease upon the occurrence of any of the following events, whichever occurs first:
 - i. The Landowner Property is developed.
 - ii. The Landowner Property is sold, transferred or conveyed to a person or entity other than Christopher R. Short and Barbara Short.
 - iii. The Landowner Property is re-platted.
 - iv. The Landowner Property is subdivided.

If the deferment ceases upon occurrence of any of the events listed above, then the \$4,000 deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:

- i. The \$4,000 deferred amount shall begin to accrue interest beginning in January of the calendar year following the cessation of the deferment at the interest rate of 3.15%.
- ii. The \$4,000 deferred amount, together with accrued interest on the unpaid principal amount, shall be due and payable with real estate taxes in equal annual principal

installments over a five year period plus accrued interest on the unpaid balance. The first calendar year for payment shall be January of the calendar year that follows the year when the deferment ceased.

- iii. If the deferment has not ceased before the year 2036, the \$4,000 deferred amount shall be deemed cancelled and terminated and shall no longer be a lien against the Landowner Property.

Pursuant to Minnesota Statutes § 429.061, Subd. 2, this Resolution and Certificate shall be recorded with the Dakota County Recorder.

Passed this 9th day of November, 2020.

George Tourville, Mayor

Attest:

Rebecca Kiernan, City Clerk

This instrument was drafted by:

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

After recording, please return to:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Outlot A, Short Properties, Dakota County, Minnesota.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL AND ASSESSMENT DEFERRAL AGREEMENT
FOR AN AMOUNT OF \$4,000 FOR PARCEL NO. 20-67775-00-010
RELATING TO CITY PROJECT NO. 2019-09C – CAHILL AVENUE MILL AND
OVERLAY (CONCORD BOULEVARD TO INVER GROVE TRAIL)

THIS WAIVER OF ASSESSMENT APPEAL AND ASSESSMENT DEFERRAL AGREEMENT (Agreement) is made, entered into and effective this 9th day of November, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”), and Christopher R. Short and Barbara Short, husband and wife (hereafter referred to as “Landowner”). 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 Christopher R. Short and Barbara Short, husband and wife, and their successors and assigns.

1.4 Project. “Project” means City of Inver Grove Heights Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail) which project involves roadway improvements, milling, curb and gutter replacement, drainage improvements, water and sanitary sewer improvements on Cahill Avenue, Cafferty Court and Old Concord Boulevard.

1.5 Landowner Property. “Landowner Property” means Tax Parcel No. 20-67775-00-010 located in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described on Exhibit A attached hereto.

ARTICLE 2

RECITALS

Recital No. 1. Landowner has an ownership interest in the Landowner Property. The Landowner Property is located on Cahill Avenue.

Recital No. 2. The City has ordered and constructed the Project. The Project includes various roadway, drainage, sanitary sewer and water improvements to Cahill Avenue adjacent to the Landowner Property which will benefit the Landowner Property.

Recital No. 3. The City is specially assessing certain abutting properties (including the Landowner Property) for the cost of the improvements associated with the Project pursuant to Minnesota Statutes Chapter 429. On November 9, 2020, the City will be adopting a final assessment roll for the Project and the Landowner Property.

Recital No. 4. The City is proposing to levy a \$4,000 special assessment against the Landowner Property for the Project and contemporaneously defer the \$4,000 special assessment if the Landowner waives their right to special assessment notices, hearings, and if the Landowner waives their special assessment appeal rights as provided herein.

Recital No. 5. Landowner is willing to waive their right to appeal the City assessment for the Landowner Property in the amount of \$4,000.

Recital No. 6. Landowner warrants and represents that, as of the date of this Agreement the undersigned Landowner has an ownership interest in the Landowner Property.

Recital No. 7. The City has explained the nature and scope of the Project with the undersigned Landowner.

Recital No. 8. The City has made available the cost and assessment information and an analysis concerning the benefit of the Project to the Landowner Property.

Recital No. 9. The undersigned Landowner has examined the special benefit analysis report, the engineering data and the cost calculations relating to the Project.

Recital No. 10. The undersigned Landowner, after reviewing all of the information about the Project and the information related to assessment methodology, has determined to waive their right to appeal assessments of \$4,000 against the Landowner Property for the Project.

Recital No. 11. Landowner acknowledges benefit to the Landowner Property from the Project of \$4,000.

Recital No. 12. Under Chapter 429 of the Minnesota Statutes, and more specifically Minn. Stat. § 429.061, the City has the authority to specially assess the costs of the Project against Landowner Property.

ARTICLE 3 **AGREEMENTS**

The Landowner and City hereby agree as follows:

3.1 Special Assessment Levy. The City agrees that the City shall specially assess the Landowner Property for the Project the principal amount of \$4,000.

3.2 Special Assessment Deferral. The City agrees that contemporaneous with the special assessment levy of \$4,000, the City shall defer payment of the \$4,000 special assessment levy pursuant to the following terms and conditions:

- a. The amount of \$4,000 is hereby deferred for a period of 15 years from 2021 through 2035. This deferred amount shall not accrue interest during the deferral period.
- b. The \$4,000 deferment shall cease upon the occurrence of any of the following events, whichever occurs first:
 - The Landowner Property is developed.
 - The Landowner Property is sold, transferred or conveyed to a person or entity other than Christopher R. Short and Barbara Short.
 - The Landowner Property is re-platted.
 - The Landowner Property is subdivided.

If the deferment ceases upon occurrence of any of the events listed above, then the \$4,000 deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:

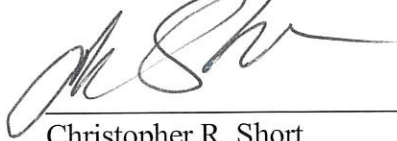
- i. The \$4,000 deferred amount shall begin to accrue interest beginning in January of the calendar year following the cessation of the deferment at the interest rate of 3.15%.
- ii. The \$4,000 deferred amount, together with accrued interest on the unpaid principal amount, shall be due and payable with real estate taxes in equal annual principal installments over a five year period plus accrued interest on the unpaid balance. The first calendar year for payment shall be January of the calendar year that follows the year when the deferment ceased.
- iii. If the deferment has not ceased before the year 2036, the \$4,000 deferred amount shall be deemed cancelled and terminated and shall no longer be a lien against the Landowner Property.

3.3 Waiver of Special Assessment. To induce the City to defer the \$4,000 special assessment against the Landowner Property for the Project, the undersigned Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

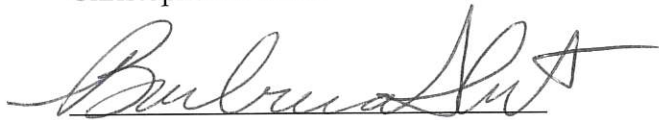
1. Landowner agrees that the Recitals in Article 2 are true and correct and are hereby made an integral part of this Agreement.
2. The Landowner Property will be specially benefitted in the amount of \$4,000 by the Project.
3. Landowner waives any and all procedural and substantive objections to the special assessment of \$4,000 against Landowner Property for the Project. Landowner hereby waives all notice and hearing requirements with respect to the ordering, construction and assessing of the Project. Landowner hereby waives all notice and hearing requirements with respect to imposition of the special assessment. Landowner hereby waives any claim that the special assessment against the Landowner Property of \$4,000 exceeds the benefit to the Landowner Property.
4. With respect to the special assessment of \$4,000 against Landowner Property for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081.
5. This Agreement shall be continuing and irrevocable. This Agreement is made knowingly and voluntarily by the undersigned Landowner.
6. All terms and conditions of this Agreement shall run with the Landowner Property herein described and shall be binding upon the Landowner Property and the successors and assigns of the undersigned Landowner. This Agreement shall also apply to any after-acquired title of Landowner in the Landowner Property.
7. The City may record this Agreement against the Landowner Property. The City will record a Resolution and Certificate Memorializing Deferment of the Special Assessment against the Landowner Property.

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LANDOWNER:



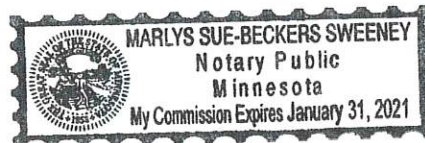
Christopher R. Short



Barbara Short

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 2nd day of November, 2020, by Christopher R. Short and Barbara Short, 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 and that they are husband and wife.


Notary Public

This Instrument Was Drafted By:

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

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Outlot A, Short Properties, Dakota County, Minnesota.

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement on the 9th day of November, 2020.

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 9th day of November, 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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider First Reading of an Ordinance Amending Inver Grove Heights City Code, Title 8, Chapter 6, Related to Solid Waste Collection and Disposal

Meeting Date: November 9, 2020
 Item Type: Regular Agenda
 Contact: Ally Sutherland 651-604-8511
 Prepared by: Ally Sutherland, Environmental Specialist
 Reviewed by: LeVander, Gillen, & Miller, City Attorney
 Heather Rand, CD Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the First Reading of an Ordinance Amendment for compliance with Dakota County Ordinance 110, Solid Waste Management.

SUMMARY

In November 2019, the Dakota County Board of Commissioners adopted a revised Ordinance 110, Solid Waste Management to implement strategies in the 2018-2030 Solid Waste Master Plan (Master Plan). Key goals of Dakota County's Master Plan include reducing waste going to landfills, improving the quality of materials recycled, and making progress toward the state's goal to recycle 75 percent of waste by 2030.

Below is a summary of new Dakota County Ordinance 110 requirements that directly impact municipalities:

1. Required City Code Updates for Municipalities
 - a. Reflect current collection and management practices.
 - b. Ensure code and definitions are consistent with and no less restrictive than the amended Ordinance 110.
 - c. Be consistent with waste generator requirements.
 - d. Incorporate requirements for property owners and managers of multi-unit residential buildings who manage municipal solid waste through a common contract.
 - e. Incorporate requirements for event sponsors, owners and operators of events and event venues.
2. New Solid Waste Abatement Program Implementation Requirements for Municipalities
 - a. Deliver County-developed standardized solid waste abatement messaging.
 - b. Ensure that all residents, including multifamily residents, and commercial generators have the opportunity to recycle.
 - c. Support implementation of Dakota County's Solid Waste Master Plan.
3. Recycling Requirements for All Commercial Entities (Including Municipalities)
 - a. Municipalities must recycle a designated list of recyclables at all city/township buildings, grounds and events and follow best waste management practices.

The attached Ordinance, revised by the City's Attorney's office, indicates all proposed amendments to Title 8, Chapter 6 of the City Code. The amendments are proposed to address the new Dakota County Ordinance 110 requirements for municipalities. Dakota County Waste Regulation Staff are currently reviewing the proposed amendments and will provide comment to the City by Friday, November 6th. City staff will incorporate any additional feedback received by the County into the Ordinance reviewed at the November 9th, 2020 City Council Meeting.

RECOMMENDATION

Staff recommend approval of the first reading of the ordinance amendment as presented.

Attachments: Ordinance
 New Solid Waste Management Requirements for Municipalities, Dakota County

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 8, CHAPTER 6 RELATED TO SOLID WASTE COLLECTION AND DISPOSAL

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

Section One. Amendment. Title 8, Chapter 6, , of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

8-6-1: DEFINITIONS:

For the purpose of this chapter, the following terms shall have the meanings ascribed to them in this section:

BACK-OF-HOUSE: The kitchen, food preparation, dishwashing, and storage areas of a commercial generator or large event venue with organics that are not accessed by customers or the public.

COLLECTION: The aggregation of waste from the place at which it is generated and includes all activities up to the time the waste is delivered to a waste facility.

COMMERCIAL/COMMERCIAL GENERATOR: An entity that is not a residential source generator.

COMPOSTABLE MATERIAL: Any material that is primarily organic and can be decomposed through biological activity. Compostable plastics or lined papers must meet ASTM D6400 and ASTM D6868, respectively, as certified by the Biodegradable Products Institute or other similar independent certification bodies.

COMPOSTING: ~~The controlled microbial degradation of yard wastes to yield a humus-like soil product.~~ The controlled biological decomposition and management of selected solid waste to produce and innocuous, hummus-like material, which can be used as a soil conditioner

CONSTRUCTION DEBRIS: Waste building materials, packaging, and rubble resulting from construction, remodeling, and repair. ~~of buildings.~~

DEPARTMENT: The Dakota County department or unit designated by the Dakota County Board to conduct solid waste regulatory activities within Dakota County and its staff and designated agents.

DESIGNATED LIST OF ORGANICS: A list of organic material types suitable for commercial composting approved by the Dakota County Board of Commissioners and published by the Department on the Dakota County website.

DESIGNATED LIST OF RECYCLABLES: A list of recyclable materials types approved by the Dakota County Board of Commissioners and published by the Department on the Dakota County Website that represents the minimum haulers must accept and generators must recycle.

GARBAGE: Discarded material resulting from the handling, processing, storage, preparation, serving and consumption of food.

INDUSTRIAL SOLID WASTES: All solid wastes generated from an industrial or manufacturing process and solid waste generated from nonmanufacturing activities such as service and commercial establishments and chemical and debris contaminated soils spills; property clean up and development activities. Industrial solid waste does not include office materials, restaurant and food preparation waste, discarded machinery, demolition ~~waste~~debris or household ~~waste~~refuse.

LARGE EVENT VENUE WITH ORGANICS: A public gathering of at least 300 people that generates at least one ton of municipal solid waste or contracts for eight cubic yards or more per location, and generates organics back-of-house. Examples include but are not limited to: concerts, fairs, festivals, community events, athletic tournaments, parades, etc.

MIXED MUNICIPAL SOLID WASTE: Garbage, refuse and other solid waste from residential, commercial, industrial and community activities that the generator of the waste aggregates for collection which is generated and collected in aggregate, but does not include auto hulks, street sweepings, ash, construction debris, mining wastes, sludges, tree and agricultural wastes, tires, lead-acid batteries, motor or vehicle fluids and filters, and other materials collected, processed, and disposed of in separate waste streams.

~~MULTI-FAMILY UNITS~~MULTI-UNIT RESIDENTIAL BUILDING: Residential buildings containing Dwellings of four (4) five (5) or more dwelling units.

ORGANICS/ORGANIC MATERIAL: Food waste and the designate list of organics published on the Dakota County website.

~~PERSON: Any human being, public or private corporation, partnership, firm, association or other organization.~~Any human being, any municipality or other governmental or political subdivision, or other public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, or other legal representative of the foregoing, or any other legal entity.

RECYCLABLES/RECYCLABLE MATERIALS: Materials that are separated from mixed municipal solid waste by the generator or during collection for the purpose of recycling, including paper, glass, metals, automobile oil and batteries.Materials that are suitable for separating from solid waste for the purpose of recycling including, but not limited to, paper, glass, plastics, metals, automobile oil, batteries, etc. Refuse derived fuel or other material that is destroyed by incineration is not a recyclable material.

RECYCLING: The process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable material in a manner that precludes further use.

~~RECYCLING FACILITY: A site used to collect, process, and repair recyclable materials and reuse them in their original form or use them in manufacturing processes.~~
A site at which waste materials are prepared for reuse in their original form or for use in manufacturing processes that do not cause the destruction of materials in a manner that precludes further use.

REFUSE: Putrescible and nonputrescible solid wastes, including garbage, rubbish, ashes, incinerator ash, incinerator residue, and market and industrial solid wastes.

RESIDENTIAL/RESIDENTIAL SOURCE: Any source from a residential building.

RESIDENTIAL UNIT: Means, jointly and severally, the following:

- A. Single-family residential dwellings, including manufactured homes, townhomes, and boathomes.
- B. ~~Multiple-family residential~~Multi-unit residential buildings containing dwellings of ~~three~~ four (4) or ~~less~~fewer dwelling units.

RUBBISH: Nonputrescible solid wastes, including ashes, consisting of combustible and noncombustible wastes, such as paper, cardboard, tin cans, wood, glass, bedding, crockery, plastics, electrical appliances, or litter of any kind.

SCHEDULED DAY: That normal customary and scheduled day that the collector has informed the customer or agreed with the customer to collect mixed municipal solid waste from the residential unit.

SOLID WASTE ABATEMENT MESSAGING: The standardized solid waste abatement education messaging developed by the Department and published on the Dakota County website.

SOLID WASTE ABATEMENT PROGRAM: A program for reducing, reusing, and recycling solid waste.

~~SOURCE SEPARATED TARGETED RECYCLABLES: Targeted recyclables which have been separated and set out for separate collection by a residential unit.~~

~~TARGETED RECYCLABLES: Newsprint, aluminum cans, bimetal cans, tin cans, glass bottles and jars, magazines, telephone books, and other material as may be defined by city council resolution.~~

TRASH: Trash has the same meaning as mixed municipal solid waste.

YARD WASTES: The garden wastes, leaves, lawn cuttings, weeds and prunings generated at residential or commercial properties. (1974 Code § 610.01; amd. 2008 Code)

8-6-2: MUNICIPAL SOLID WASTE ABATEMENT PROGRAM:

Purpose. In response to Dakota County Ordinance 110, the City of Inver Grove Heights hereby establishes a solid waste abatement program. The intent of the program is to be consistent with the Dakota County Solid Waste Master Plan, ensure the opportunity to recycle exists for all residents and commercial generators, deliver solid waste abatement as determined by the Dakota County department or unit designated by the Dakota County Board to conduct solid waste regulatory activities within the County, its staff, and designated agents, and to support the implementation of the Dakota County Solid Waste Master Plan. The provisions of this Chapter shall constitute the City's solid waste abatement program.

8-6-~~32~~: COLLECTOR LICENSING PROVISIONS:

A. License Required; Exemptions:

1. Within the city, no person shall engage in collection of construction debris, recyclable materials, or mixed municipal solid waste, including garbage, rubbish, yard waste, industrial solid waste, and refuse, without first securing a license from the city council. (1974 Code § 610.03)

2. The license requirements of this chapter shall not apply to persons who haul mixed municipal solid waste, construction debris, or recyclables from their own residences or business properties, provided that the following conditions are met:

a. Mixed municipal solid waste is hauled in containers equipped with tightfitting covers and which are also watertight on all sides and the bottom.

b. Mixed municipal solid waste, construction debris, and recyclable materials are hauled in a manner that prevents leakage or any possibility of a loss of cargo.

c. Mixed municipal solid waste and construction debris are only dumped or unloaded at designated sanitary landfills, demolition landfills, or other facilities authorized by the county.

d. Recyclable material is only dumped or unloaded at a recycling facility, an organized recycling drive, or through licensed collectors.

e. Yard waste is privately composted, or is only dumped or unloaded at a composting facility authorized by the county, or through a licensed collector. (1974 Code § 610.07)

B. Application For License: Any person desiring a license under this chapter shall make application for the same to the clerk upon a form prescribed by the council. The application will contain the following information:

1. The name, business name, current business address, and business telephone number of the applicant;

2. A list of the equipment proposed to be used in the collection, including information about the number, type, license number, and capacity of the collection vehicles and equipment to be used in the city;

3. a. A brief description of the services to be rendered, including a brief description of how the applicant will comply with subsection ~~8-6-4~~D1a of this chapter, and any other special collections made by the collector including, but not limited to:

(1) Separate collection of yard waste; and

(2) Collection of recyclable materials ~~s-other than~~ on the Designated List of Recyclables ~~the targeted recyclables~~;

b. The collector shall state if collections are made from a residential unit and/or multi-unit residential buildings;

4. The place or places to which mixed municipal solid waste and/or recyclable materials are to be hauled;

5. Information about the location and method of storage of collected recyclable material; and

6. A general description of the applicant's service area. This description need not include information about the specific customers.

C. License Fee; Display Of License:

1. Before any license may be issued, the applicant shall pay to the clerk a license fee established by resolution of the city council. (1974 Code § 610.03)

2. When a license is issued, the city shall furnish a license tab to the licensee for a charge established by resolution of the city council per license for each vehicle to be used by such licensee within the city, which license tab shall be affixed to each such vehicle in a conspicuous place. (1974 Code § 610.05; amd. 2008 Code)

D. Insurance Required:

1. An applicant must obtain all of the insurance required by this subsection and any other insurance as required by local, state or federal law. All costs and expenses are the responsibility of the applicant. All insurance coverage is subject to approval by the city and shall be maintained by the licensee during the term of the license. No work under the license shall be commenced until the requirements of this subsection have been satisfied. (1974 Code § 610.03)

2. Before any license may be granted, the applicant shall deposit with the city clerk proof of the public liability and property damage insurance required in this subsection. The public liability and property damage insurance policies shall remain and be in force and effect during the entire term of said license and shall contain a provision that they shall not be canceled without ten (10) days' written notice to the city. Public liability insurance shall not be less than one hundred thousand dollars (\$100,000.00) for injuries, including

accidental death to any one person, and, subject to the same limit for each person, in an amount of not less than three hundred thousand dollars (\$300,000.00) on account of any one accident, and property damage insurance in the amount of not less than fifty thousand dollars (\$50,000.00) for each accident or mishap. The policies of insurance shall further provide for indemnity and security to the city against any liability and/or responsibility for the acts, actions or omissions of the licensee or any of the agents or servants of such licensee, subject, however, to the limitations as to the amounts herein stated. No work shall be done under any license hereunder until the insurance policies shall have been filed and approved by the city clerk. (1974 Code § 610.03; amd. 2008 Code)

E. Term Of License; Expiration; Renewals; Number Of Licenses And Eligibility:

1. No license issued hereunder shall be for a period longer than one year. All licenses shall expire on December 31 following the date of issuance unless sooner revoked or forfeited. If a license granted hereunder is not renewed previous to its expiration, then all rights granted by such license shall cease, and any work performed after the expiration of the license shall be in violation of this chapter.

2. Persons renewing their license after the expiration date shall be charged the full annual fee. No prorated license fee shall be allowed for renewals.

3. No more than seventeen (17) licenses shall be issued in any license year. Persons eligible to obtain a license are only the following:

- a. Those persons that held a license on September 1, 2016; and
- b. Those license transferees approved under section [3-2-8](#) of this code to whom a license was transferred from a person that held a license on September 1, 2016.

F. Revocation Or Suspension Of License:

1. Grounds For Revocation Or Suspension: The city council may suspend or revoke the license of any person licensed under this chapter upon any of the following events occurring:

- a. The licensee is found to be in violation of any of the provisions of this chapter;
- b. Grounds exist under section [3-2-10](#) of this code;
- c. Any of the vehicles used by the licensee are defective or so unsafe so as to jeopardize person or property.

2. Council Action: The city council may suspend or revoke a license for any of the occurrences identified in subsection F1 of this section. The licensee shall be given ten (10) days' notice in writing of such complaint and shall be granted the opportunity to be heard before such action is taken. Notice hereunder shall be deemed sufficient if it is sent to the address of the licensee as shown on the most recent application for license hereunder. When any person holding a license has been convicted for the second time within a five (5) year period by a court of competent jurisdiction for violation of any of the provisions of this chapter, the council shall revoke the license of the person so convicted. Such person

may not make application for a new license for a period of one year. (Ord. 1324, 10-10-2016)

8-6-~~34~~: UNLICENSED COLLECTION PROHIBITED; UNLAWFUL DEPOSITS:

No person shall permit the collection by an unlicensed collector of any construction debris, recyclable material, or mixed municipal solid waste. The discarding of these materials on any streets, alleys, drives, parks, playgrounds, or other public places or on any vacant lot privately owned shall constitute a violation of this chapter whether it is discarded by the individual upon whose premises the construction debris, mixed municipal solid waste, or recyclable material originates or whether it is discarded by some other person or collector, licensed or unlicensed. (1974 Code § 610.09)

8-6-~~45~~: COLLECTOR DUTIES AND OBLIGATIONS:

A. Volume Based Rate: Each licensed collector shall provide at least two (2) different charges for residential collection service based on volume. The volume for the minimum charge shall not exceed thirty (30) gallons.

B. Trucks: Each licensed collector shall provide a covered vehicle, so constructed that the contents will not leak or spill therefrom, in which all material collected shall be conveyed to the places designated in the application. All vehicles will be kept clean and as free from offensive odors as possible, and shall not be allowed to stand in any street, alley, or public place longer than is reasonably necessary to collect material. (1974 Code § 610.05)

C. Hours And Days Of Collection: No collection of mixed municipal solid waste, construction debris, or recyclable material from residential units shall be made except between the hours of six o'clock (6:00) A.M. and six o'clock (6:00) P.M., Monday through Friday. Operations during these hours may also be conducted on Saturdays to accommodate recognized national holidays and special collections arranged between the collector and the customer. Customers shall be reasonably notified of the specific day and hours for the collection of their mixed municipal solid waste and/or recyclable material, and the licensee shall collect the materials within those time periods. With regard to any particular customer, the licensee is not required to pick up ~~targeted-recyclables~~recyclable materials from that customer each time the licensee picks up mixed municipal solid waste from that customer. However, with regard to any particular customer, when the licensee picks up ~~targeted-recyclables~~recyclable materials or yard waste, the pick up of ~~targeted-recyclables~~recyclable materials or yard waste shall occur on the same day of the week that the licensee picks up mixed municipal solid waste from that customer.

D. Collection Of Recyclable Material:

1. Collection Required:

a. As part of its required service and as part of its contract for collection of mixed municipal solid waste from a residential unit, each licensed collector shall provide each customer who resides in a residential unit the mandatory required service of ~~targeted~~ recyclable material collection through a curbside recycling program on each scheduled collection day, ~~or biweekly on the scheduled day during that week~~; provided, however,

collection of the ~~targeted-recyclable material~~recyclable materials may occur at a time during the day that is different than the time of collection for mixed municipal solid waste. Any collector who collects mixed municipal solid waste from a residential unit is required to provide collection of ~~targeted-recyclable materials~~ as part of the collection contract. Weekly collection of recyclables is permitted. The mixing of source separated ~~targeted-recyclables~~recyclable materials with other mixed municipal solid waste by the licensed collector is prohibited, subject to subsection D4 of this section.

b. Licensed collectors who collect mixed municipal solid waste from ~~multi-family residential units~~multi-unit residential buildings shall provide an opportunity to recycle by providing the separate collection of ~~targeted-recyclables~~recyclable materials.

2. Limitation On Obligation To Collect ~~Targeted~~-Recyclable Material: The licensed collector shall not be obligated to collect ~~targeted-recyclable material~~ recyclable materials from a residential unit on those occasions when any of the following circumstances exist:

a. The ~~targeted-recyclables~~recyclable materials have not been placed in a location to allow curbside collection.

b. The residential unit has not separated the ~~targeted-recyclables~~recyclable materials from other mixed municipal solid waste.

3. Right To Subcontract: Any licensed collector who wishes not to directly provide recycling service must provide the service through a written subcontract with a person or company approved by the city as a condition of license. The subcontractor shall have a license hereunder and comply with all provisions of this chapter, as well as all local, state and federal laws.

4. Marketing Of ~~Targeted~~-Recyclable Materials: Licensed collectors are free to market the collected ~~targeted-recyclable materials~~ to any company or entity that engages in the process of recycling. Any sums paid to the collector by the recycling company shall be retained by the collector and shall not be paid over to the city. ~~Disposal in a sanitary landfill or incinerator of any targeted-recyclable materials that have been set out by the customer for separate collection is prohibited without prior written permission from the city administrator or designated city staff.~~ (Ord. 1324, 10-10-2016)

8-6-65: MULTI-UNIT RESIDENTIAL BUILDING AND LARGE EVENT VENUE REQUIREMENTS

A. Multi-Unit Residential Building Owner and Manager Requirements: Multi-Unit Residential Building owners and managers who manage municipal solid waste through a common contract shall:

1. Ensure recycling service is provided to all residents.
2. Ensure that all items on the designated list of recyclables are collected for recycling.
3. Provide recycling containers with a weekly service capacity of at least 0.1 cubic yards per dwelling unit.

4. Ensure that the collection schedule and container capacity are sufficient to contain all the recyclables collected and organics (if collected) from the building and public spaces and to prevent overflowing containers.
5. Provide a collection schedule and containers adequate to meet the requirements of this Section as well as Dakota County Ordinance 110.
 - a. Container locations must include but are not limited to: indoor and outdoor locations, public spaces, private spaces, and communal spaces.
 - b. Ensure all trash collection containers or collection chutes are co-located within 10 feet from a recycling container or recycling chute. Each container or chute must have equal access.
 - c. Ensure all trash, recyclables, and organics collection containers are clearly labeled or marked as follows:
 - i. Indicate which materials are acceptable in designated containers by using the term “Trash” or “Recycling” or “Recycle” or “Organics.” Any other waste types must be clearly labeled with materials accepted.
 - ii. Shows images of acceptable materials.
 - iii. Is color-coded: blue for recycling; green for organics; and gray or black for trash.
 - iv. Is visible and legible to users.
 - v. Includes preparation instructions where applicable.
 - d. Ensure all trash is delivered to a facility licensed or permitted to accept the waste, recyclables are delivered to a recycling facility, and organics are delivered for food recovery or to a composting facility or anaerobic digester.
 - e. Provide solid waste abatement messaging in print or electronic form to each employee, tenant, multi-unit resident, student, volunteer, and housekeeping and custodial contractors. Messaging must be documented and follow the solid waste abatement messaging published on the Dakota County Website and occur:
 - i. At least annually.
 - ii. Within thirty (30) days of any substantive change to generator’s waste program.
 - iii. Within thirty (30) days of a new hire or new tenant.

B. Event Sponsor and Large Event Venue Owner and Operator Requirements:

1. Ensure that the designated list of recyclables are collected for recycling.
2. Provide a collection schedule and containers adequate to meet the requirements of this Section as well as Dakota County Ordinance 110.
 - a. Container locations must include but are not limited to: indoor and outdoor locations, public spaces, private spaces, and communal spaces.
 - b. Ensure all trash collection containers or collection chutes are co-located within 10 feet from a recycling container or recycling chute. Each container or chute must have equal access.

- c. Ensure all trash, recyclables, and organics collection containers are clearly labeled or marked as follows:
 - i. Indicate which materials are acceptable in designated containers by using the term “Trash” or “Recycling” or “Recycle” or “Organics.” Any other waste types must be clearly labeled with materials accepted.
 - ii. Shows images of acceptable materials.
 - iii. Is color-coded: blue for recycling; green for organics; and gray or black for trash.
 - iv. Is visible and legible to users.
 - v. Includes preparation instructions where applicable.
- d. Ensure all trash is delivered to a facility licensed or permitted to accept the waste, recyclables are delivered to a recycling facility, and organics are delivered for food recovery or to a composting facility or anaerobic digester.
- e. Provide solid waste abatement messaging in print or electronic form to each employee, tenant, multi-unit resident, student, volunteer, and housekeeping and custodial contractors. Messaging must be documented and follow the solid waste abatement messaging published on the Dakota County Website and occur:
 - i. At least annually.
 - ii. Within thirty (30) days of any substantive change to generator’s waste program.
 - iii. Within thirty (30) days of a new hire or new tenant.

8-6-57: COLLECTION AND DISPOSAL REQUIREMENTS:

A. Collection Required:

1. No person shall allow the storage for more than fourteen (14) calendar days of mixed municipal solid waste on premises owned or occupied by that person, unless the premises is a licensed sanitary landfill.
2. No person shall deposit or allow the deposit of demolition debris, construction debris or mixed municipal solid waste from any source in any place other than a sanitary landfill, demolition landfill, or a county designated facility.
3. All persons shall make provisions for collection of mixed municipal solid waste or construction debris by means of a licensed collector unless the conditions as stated in subsection 8-6-2A2 of this chapter are met.
4. No licensee shall place collection containers at any residential unit unless the person who owns or controls the residential unit has first consented, in writing, to the placement of the collection containers or has otherwise contracted with the licensee for collection of mixed municipal solid waste for that particular residential unit. (Ord. 1324, 10-10-2016)

B. Containers:

1. All mixed municipal solid waste shall be stored in containers which shall be watertight and shall have tightfitting lids. Said containers shall be maintained in a clean and sanitary manner. Any mixed municipal solid waste which, by its size or bulk, cannot be stored in a container shall be secured to the ground in such a manner to prevent the scattering of the mixed municipal solid waste by animals or wind.

2. The containers mentioned in subsection B1 of this section shall be kept near the building using the containers or in an enclosed area or garage. Containers shall not be allowed to sit at the curb for more than twelve (12) hours prior to collection by a licensed collector and shall be removed from the curb within twelve (12) hours after collection. (Ord. 1168, 11-13-2007)

C. Generator Requirements:

1. The following may not be placed for collection with mixed municipal solid waste:

- a. Source separated recyclables.
- b. Source separated organics, unless the source separated materials are contained in a durable compostable bag which will be separated for composting or anaerobic digestion.
- c. Wastes listed in Dakota County Ordinance 110, Section 6.05(F).
- d. Items identified on the Designated List of Recyclables generated by the commercial entities and public entities subject to Minnesota Statutes, Section 115A.151
- e. Items identified on the Designated List of Recyclables generated by all commercial entities.
- f. Items identified on the Designated List of Recyclables generated by residential sources.
- g. Organics generated by large commercial organics generators as provided in Dakota County Ordinance No. 110, Section 16.04.
- h. Yardwaste.

2. The following waste may not be placed for collection in a recycling collection container:

- a. Municipal solid waste
- b. Infectious waste
- c. Wastes listed in Dakota County Ordinance No. 110, Section 6.05(F)(2), except for telephone directories.
- d. Designated list of contaminants.

3. The following activities are prohibited as they relate to yard waste:

- a. Disposal of yard waste in mixed municipal solid waste.
- b. Placing for collection yard waste unless it is: (1) placed in paper bags or other biodegradable containers that will decompose within the time period that the yard waste placed in the container(2) decomposes; or (2)

placed in a reusable container that the hauler or person supplies to collect the yard waste.

4. Scavenging prohibited. Scavenging of recyclable materials is prohibited.

5. Prohibited Disposal of Solid Waste. No person shall:

a. Intentionally dispose of any solid waste except at a solid waste facility licensed by Dakota County.

b. Use or allow property or land under the person's control to be used for intermediate or final disposal of solid waste unless licensed by the Dakota County Board to do so.

c. Burn solid waste, with the exception of clean wood or a small amount of paper to start a recreational fire.

6. Management of Solid Waste. Prior to disposal, all solid waste must be managed to:

a. Prevent litter.

b. Protect waste from vector populations.

c. Minimize odors.

d. Protect from the elements.

e. Prevent public health nuisances.

8-6-6: PRIVATE COMPOSTING:

The private composting of yard wastes is permitted if the following conditions are met:

A. The compost pile shall be screened from view of the public right of way.

B. The compost pile shall be fenced or enclosed on three (3) sides to prevent the scattering of yard wastes.

C. The compost pile shall be managed in a manner to prevent odor, harborage of animals, and the stockpiling of material which does not readily decompose within a calendar year including, but not limited to, refuse, fibrous material, and prunings.

D. Only the yard waste which is produced on the premises can be composted on that premises. (1974 Code § 610.13)

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



New Solid Waste Management Requirements for Municipalities

In November 2019, the Dakota County Board of Commissioners adopted a revised [Ordinance 110, Solid Waste Management](#) to implement strategies in the 2018-2030 Solid Waste Master Plan to reduce waste going to landfills, improve the quality of materials recycled, and make progress toward the state's goal to recycle 75 percent of waste by 2030.

Below is a summary of the new requirements that impact municipalities:

1. Recycling Requirements for All Commercial Entities, Including Municipalities

Municipalities must recycle a [designated list of recyclables](#) at all city/township buildings and grounds (e.g., municipal parks, golf courses and youth sporting tournaments, festivals, and events on municipal grounds) and follow best waste management practices, including:

- All recycling and trash containers are properly labeled. Labels must be consistent with County waste abatement messaging guidelines and:
 - Indicate the material type collected, and use the term “Trash”, “Recycle” or “Recycling”, “Organics” (if collected). Other waste types must be labeled with the materials accepted.
 - Show images of materials accepted in recycling and organics (if collected) containers.
 - Be color-coded (blue for recycling, gray or black for trash, green for organics).
 - Be visible and legible to users.
 - Include preparation requirements, where applicable.
- The collection schedule and container capacities are sufficient to collect all the recyclables from the building spaces and to prevent overflowing containers.
- Co-locate recycling containers within 10 feet of trash containers.
- Ensure recyclables and organics are separated and delivered to a recycling or organics facility.
- Provide standardized waste abatement messages in print or electronic form to each employee and housekeeping and custodial contractor within 30 days of hire, and annually thereafter¹.
- Annually report to the County to demonstrate program effectiveness on County forms².
- Do not put any of the items on the [designated list of contaminants](#) in the recycling container.

When do municipalities need to comply? By July 1, 2020

¹ The County is developing a repository of waste abatement messages that includes recycling educational information and images that can be downloaded for use at no cost. Messages will be available in Q1 2020.

² County staff is currently working with stakeholders on all components of implementation, including to develop County forms for annual reporting. Businesses/organizations/municipalities will not have to report until forms are provided by County staff.

See [*Ordinance 110, Sections: 3.01 Generator Requirements, 16.02 Commercial Generators; 16.05 Trash, Recycling and Organics Requirements; and 16.06 Labeling \(pages 12, 111-113\) for the full list of requirements.*](#)

2. Requirements for a Solid Waste Abatement Program

The ordinance already included requirements for municipalities to implement a solid waste abatement program that is consistent with the County's Master Plan and to annually report results to the County.

Additional requirements include:

- a. Deliver County-developed standardized solid waste abatement messaging¹.
- b. Ensure all residents, including multifamily residents, and commercial generators have the opportunity to recycle.
- c. Support implementation of the County's Master Plan.

When do municipalities need to comply? By January 1, 2020¹

See [*Ordinance 110, Section 16.01 Municipal Solid Waste Abatement Program, A and C - E. \(page 111\) for a full list of the requirements.*](#)

3. Additional Requirements for Municipalities With Populations Over 10,000:

- a. Update, as necessary, and enact a municipal code that is consistent with and no less restrictive than the amended Ordinance 110. City code cannot contradict Ordinance 110 and must allow the County to enforce requirements (i.e., weekly residential recycling, generator recycling, large commercial generator organics collection, hauler messaging/container labeling).
- b. Incorporate requirements in city code for property owners and managers of multi-unit residential buildings who manage municipal solid waste through a common contract to provide recycling and apply best waste management practices, including:
 - Provide recycling service to all residents/tenants.
 - Collect the [designated list of recyclables](#).
 - Provide properly-labeled containers that are consistent with County waste abatement messaging and:
 - Indicate the material type collected, and use the term "Trash", "Recycle" or "Recycling", and "Organics" (if collected). Other waste types must be labeled with the materials accepted.
 - Show images of materials accepted in recycling and organics (if collected) containers.
 - Be color-coded (blue for recycling, green for organics, gray or black for trash).
 - Be visible and legible to users.
 - Include preparation requirements, where applicable.
 - The collection schedule and container capacities are sufficient to collect all the recyclables and organics (if collected) from the building spaces and to prevent overflowing containers.
 - Co-locate recycling containers within 10 feet of trash containers.

- Provide recycling containers with a weekly service capacity of at least 0.1 cubic yards per dwelling unit.
 - Ensure recyclables collected are delivered to a recycling facility and organics (if collected) are delivered to an organics facility.
 - Provide standardized waste abatement messages to tenants, employees, housekeeping, and custodial contractors within 30 days of hire or a new tenant, and annually thereafter¹.
- c. Incorporate requirements in city code for event sponsors, owners and operators of events and event venues to recycle the [designated list of recyclables](#) and follow best waste management practices, and require large event venues with organics³ to follow best practices for organics collection, including:
- Provide properly labeled containers that are consistent with County waste abatement messaging guidelines and:
 - Indicate the material type collected, and use the term “Trash”, “Recycle” or “Recycling”, and “Organics” (if required to collect). Other waste types must be labeled with the materials accepted.
 - Show images of materials accepted in recycling containers.
 - Be color-coded (blue for recycling, green for organics, gray or black for trash).
 - Be visible and legible to users.
 - Include preparation requirement, where applicable.
 - The collection schedule and container capacity are sufficient to collect all the recyclables and organics (if required to collect) from the building spaces and to prevent overflowing containers.
 - Co-locate recycling containers within 10 feet of trash containers.
 - Ensure recyclables collected are delivered to a recycling facility and organics (if required to collect) are delivered to an appropriate food recovery/organics facility.
 - Provide standardized waste abatement messages to event volunteers and employees, housekeeping, and custodial contractors within 30 days of hire, and annually thereafter¹.

When do municipalities need to comply? City code updates required by January 1, 2021. City enforcement of code requirements must be consistent with or no less restrictive than effective dates in Ordinance 110.

See [Ordinance 110](#), Sections: 3.01 Generator Requirements, 16.01 Municipality Solid Waste Abatement Program, 16.03 Multi-Unit Residential Buildings, 16.05 Trash, Recycling and Organics Requirements and 16.06 Labeling (pages 12, 111 - 113) for the full list of requirements.

³ Large event venues with organics are defined as a gathering of at least 300 people (e.g., concerts, fairs, festivals, community events, athletic tournaments) that generates at least one ton (eight cubic yards) of trash per location and that generates back-of-house-organics. It is the County's responsibility to enforce the requirement for event venues to collect organics and cities must incorporate and enforce best practices (as identified in Ordinance 110, Section 16.05) subject to the County requirement.

4. Additional Requirements That May Impact Municipalities (e.g., policies, operations):

A. Events (including on city property): Property owners, managers, and event sponsors:

- By July 1, 2020: Collect/recycle a [designated list of recyclables](#) using best waste management practices (properly label containers, co-locate containers, educate vendors/volunteers, report) and keep the [list of contaminants](#) out of the recycling.
- By January 1, 2024: Collect a [designated list of organics](#) using best waste management practices in back-of-house areas at large events with organics. Large events with organics are defined as generating at least 1 ton or 8 cubic yards of waste.

See [Ordinance 110](#), Sections: 3.01 Generator Requirements, 16.02 Commercial Generator; 16.04 Organics; 16.05 Trash, Recycling and Organics Requirements; and 16.06 Labeling (pages 12, 111 - 113) for the full list of requirements.

B. Haulers:

- By January 1, 2020:
 - Properly label (color-coded, clear terminology, images) new carts and dumpsters with labels that are consistent with County waste abatement messaging (color-coded, standardized terminology, images) ¹.
 - Clearly label the capacity of each cart or dumpster.
 - Standardize invoices.
 - Collect the [designated list of recyclables](#) from customers.
 - Deliver County-developed standardized solid waste abatement messaging¹.
- By January 1, 2022:
 - Properly label carts and dumpsters purchased before 2020 with labels that are consistent with County waste abatement messaging (color-coded, standardized terminology, images) ¹.
 - Achieve a 40% residential recycling rate or offer weekly recycling service to all residential customers.

See [Ordinance 110](#), Sections: 15.02 Equipment and Operations Requirements, C. Labeling; 15.08 Additional Requirements for Hauler Licensed Under the Regional Hauler Licensing Program, K. Hauler Shall Offer Recycling Services, M. Invoices, and N. Customer Education; and 16.06 Labeling (pages 103, 106-108, 113) for the full list of requirements.

C. Transfer Stations:

- By January 1, 2020: Reduced regulation for collection and transfer of small amounts of recyclable materials (e.g., organics, yard waste, mattresses, etc.) and other wastes.

See [Ordinance 110](#), Section: 11.03, Reduced Regulation Collection and Transfer Stations (pages 88-89) for the full list of requirements.

D. Residents:

- By January 1, 2021: Recycle the [designated list of recyclables](#) and keep the [list of contaminants](#) out of the recycling.

See [Ordinance 110](#), Section 3.01 Generator Requirements, A.6 and B.4 (page 12) for the requirement.

E. Large Commercial Organics Generators: Owners and managers collect a [designated list of organics](#) (food waste) from back-of-house areas using best waste management practices (label containers, co-locate containers, educate employees):

- By January 1, 2022: Food wholesalers, distributors, and manufacturers; grocery stores.
- By January 1, 2023: Hospitals; schools, colleges and universities with dining services.
- By January 1, 2024: Other large commercial organics generators, including (on city property) golf clubs and country clubs, food shelves and food banks, public/rentable commissaries and at large event venues with organics.

See [Ordinance 110](#), Sections: 3.01 Generator Requirements; 16.04 Organics; 16.05 Trash, Recycling and Organics Requirements; and 16.06 Labeling (pages 12, 112-113) for the full list of requirements.

Become Engaged

The new requirements may have just passed in November 2019, but County staff are actively engaging representatives on implementation approaches. If you would like more information about the new requirements or wish to provide feedback on implementation, contact:

- Dave Magnuson, Waste Regulation Unit Supervisor
- dave.magnuson@co.dakota.mn.us
- 952-891-7551

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

BUILDER LOT GROUP (RUBY MEADOWS)– CASE NO. 20-28SZP

Meeting Date: November 9, 2020
 Item Type: Regular Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at the southwest corner of Degrio Way;

1. A Resolution relating to a Comprehensive Plan Amendment to change the land use from MDR, Medium Density Residential to LMDR, Low-Medium Density Residential.
 - Requires a 4/5th vote
2. An Ordinance Rezoning the property from R-3C, Multiple Family Residential to R-2/PUD, Planned Unit Development.
3. A Resolution relating to a Preliminary and Final Plat and Preliminary and Final PUD Development Plan for a six-lot single family development to be known as Ruby Meadows.
4. A Resolution relating to a Variance from the minimum lot size for a PUD
5. A Resolution relating to a Vacation of all drainage and utility easements within the existing plat of Gates Addition.
 - Items 2-5 require a 3/5th's vote
 - 60-day deadline: December 5, 2020 (first 60 days)

SUMMARY

The applicant is proposing to develop the 1.08 acre, vacant property with a project consisting of six-single family detached homes with one outlot.

ANALYSIS

Comprehensive Plan Amendment

The property is currently guided MDR, medium density residential. In 2005, when the existing plat was created the category LMDR, low-medium density residential did not exist. Based on the current and the proposed density the land use category LMDR is the most appropriate. The proposed development would be at 5.5 units an acre.

Rezoning:

The current zoning of R-3C, is the highest density multi-family zoning district which does not allow for single family detached units. A change to R-2/PUD zoning allows for attached or detached units.

Plat:

The plat consists of six lots and one common lot which contains the driveways, parking and open space behind the units. The lots are platted up to the side setback lines, making the lot sizes about 3,300 – 3,400 square feet, except for lot 1 being a little larger. There are no minimum lot size or width requirements for a single-family home in the R-2 district. Park dedication on this plat will be cash at \$2,850 per lot for a total of \$17,100.

Variance

The applicant is requesting a variance from the 10-acre minimum lot size requirement for a PUD. The ordinance allows for flexibility to have a PUD less than 10 acres if the surrounding neighborhood and features of the property are such that development under the standard provisions of the district would not be appropriate in order to conserve a physical or terrain feature that is important to the community. The proposed PUD is an infill development which provides greater flexibility in environmental design while providing an open space buffer to the single-family homes to the south and west.

Preliminary and Final PUD Development Plan:

The proposed development is complying with the PUD criteria:

- maximum building coverage of 20%, the proposed development is at 19%
- 15% of the PUD must be dedicated to permanent open space; the applicant is proposing 21% open space located behind the homes
- Perimeter setbacks have been met or exceeded

There are two access points proposed off of Degrio Way, complying with spacing guidelines.

Engineering has reviewed the plans and continues to work through the details of the preliminary plan set with the applicant. A stormwater facilities maintenance agreement, improvement agreement and other related agreements shall be executed between the applicant and the City relating to the location of proposed improvements and stormwater control on the property. These agreements will be in front of Council at a later date.

Vacation

When the existing Gates Addition was platted, a drainage and utility easement was provided over Outlot A. The underlying drainage and utility easements need to be vacated and then when the plat of Ruby Meadows is filed, it will create a new set of easements.

RECOMMENDATION

Planning Staff. Recommends **approval** of all the requests with the conditions listed in the attached ordinance and resolutions.

Planning Commission. Recommended **approval** of all the requests at the November 4, 2020 public hearing with the conditions listed in the attached ordinance and resolutions (8-0). The applicant was present and no neighbors testified.

Attachments: Comprehensive Plan Amendment
Rezoning Ordinance
Variance Resolution
Resolution Approving the Preliminary Plat and Preliminary PUD Development Plan
Vacation Resolution
Planning Report
Neighbor Comment

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO
CHANGE THE LAND USE DESIGNATION OF 1.08 ACRES FROM MDR, MEDIUM
DENSITY RESIDENTIAL TO LMDR, LOW-MEDIUM DENSITY RESIDENTIAL**

**CASE NO. 20-28SZP
(Builder Lot Group)**

WHEREAS, an application has been submitted for property legally described as;

Lots 1, 2 & 3, Block 1; Lots 1, 2, 3, & 4 Block 2; & Outlot A
Gates Addition, Dakota County MN

WHEREAS, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code and Minnesota Statute 462.355;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on November 4, 2020, in accordance with City Code and Minnesota Statute 462.355;

WHEREAS, the change to the Comprehensive Plan Land Use Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Comprehensive Plan Map Amendment is hereby approved subject to the following conditions:

1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.

2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

Adopted by the City Council of Inver Grove Heights on this 9th day of November, 2020.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Rebecca Kiernan, City Clerk

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE**

CASE NO. 20-28SZP
Builder Lot Group – Ruby Meadows

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, “AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described properties located within the City of Inver Grove Heights from R-3C, Multiple Family Residential to R-2/PUD, Planned Unit Development to wit:

Lots 1, 2 & 3, Block 1; Lots 1, 2, 3, & 4 Block 2; & Outlot A Gates Addition,
Dakota County MN

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled “Inver Grove Heights Zoning Map, June 24, 2002”, together with all amendments thereto, hereinafter referred to as the “zoning map”, shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk’s Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

Ordinance No.
Page 2

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this 9th day of November, 2020.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 20--

**RESOLUTION APPROVING A VARIANCE FROM THE MINIMUM LOT SIZE FOR A PUD,
PLANNED UNIT DEVELOPMENT**

CASE NO. 20-28SZP
Builder Lot Group (Ruby Meadows)

WHEREAS, the request is for the property legally described as:

Lots 1-6, Block 1 and Outlot A, Ruby Meadows, according to the plat thereof, on file and of record in the Office of the Dakota County Recorder

WHEREAS, an application has been received for a variance to allow a 1.08 acre PUD whereas 10 acres is the minimum lot size required;

WHEREAS, the afore-described property is zoned R-3C, Multi-family;

WHEREAS, the request is to rezone the property to R-2/PUD, Planned Unit Development;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on November 4, 2020 in accordance with City Code Section City Code 10-3-3 C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.

- b. The size of the PUD does not appear to have any adverse impacts on the neighboring properties.
- c. The surrounding neighborhood is such that development under the standard provisions of the normal district would not be appropriate in order to conserve open space and stormwater requirements that are of importance to the neighborhood and City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance from the minimum lot size of a PUD is hereby approved.

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

Adopted by the City Council of Inver Grove Heights this 9th day of November, 2020.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 20-

**A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT AND PRELIMINARY
AND FINAL PUD DEVELOPMENT PLAN CONSISTING OF A SIX LOT, ONE OUTLOT
SINGLE FAMILY PLANNED DEVELOPMENT TO BE KNOWN AS RUBY MEADOWS**

**CASE NO. 20-28SZP
Builder Lot Group- Ruby Meadows**

WHEREAS, a preliminary and final plat and preliminary and final PUD development plan application has been submitted to the City for property legally described as;

Lots 1, 2 & 3, Block 1; Lots 1, 2, 3, & 4 Block 2; & Outlot A Gates Addition,
Dakota County MN

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on November 4, 2020;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary and Final Plat and Preliminary and Final PUD development plan for the planned development of Ruby Meadows is hereby approved subject to the following conditions:

1. The final plat and plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat
Site Plan
Grading Plan Set
Open Space Plan

November 3, 2020
October 1, 2020
October 1, 2020
October 1, 2020

2. A park dedication fee equal to \$17,100 (\$2,850x6) shall be paid to the City prior to release of the final plat.
3. Prior to construction, the Developer and Owner shall enter into an Improvement Agreement, Storm Water Facilities Maintenance Agreement, and other agreements related thereto with the City.
4. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
5. Prior to commencement of any work on site, the final grading, drainage and erosion control, utility plans and storm water calculations shall be approved by the Director of Public Works.
6. Prior to final plat approval, the developer shall prepare a homeowners association agreement subject to the review and approval of the City Attorney. Said agreement shall be recorded with the final plat.
7. No parking signs are required on both sides of the private shared driveway.
8. Due to maximum building coverage and open space requirements no additions are allowed to the homes. A conservation easement shall be provided over the designated open space to preserve this area.

Passed this 9th day of November, 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VACATION OF THE DRAINAGE AND UTILITY
EASEMENTS IN THE GATES ADDITION PLAT, ACCORDING TO THE
RECORDED PLAT THEREOF**

**CASE NO. 20-28SZP
(Builder Lot Group)**

WHEREAS, the applicant initiated the vacation of the following described drainage easement situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

All drainage and utility easements lying within the plat of Gates Addition, according to the recorded plat thereof, Dakota County, Minnesota.

WHEREAS, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

WHEREAS, a public hearing was held on said petition on November 4, 2020 at the remote commission meeting, and

WHEREAS, the Planning Commission then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

WHEREAS, the City Council of Inver Grove Heights has determined that the land described in the Easement is no longer needed for the use and purpose recited in the Easement.

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said drainage and utility easement would be in the public interest.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the above described drainage and utility easement is hereby vacated pursuant to M.S.A. 412.851.

BE IT FURTHER RESOLVED That the easement vacation authorized by this resolution shall only be effective following the recording of a Notice of Completion, pursuant to Minnesota Statutes, Section 412.851.

Adopted by the City Council of Inver Grove Heights this 9th day of November, 2020.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

PLANNING REPORT

CITY OF INVER GROVE HEIGHTS

HEARING DATE: November 4, 2020

CASE NO.: 20-28SZP

APPLICANT: Builder Lot Group

PROPERTY OWNER: Greater Metropolitan Housing Group

REQUEST: Development of a one-acre parcel

LOCATION: Southwest corner of Degrio Way

COMPREHENSIVE PLAN: MDR, Medium Density Residential

ZONING: R-3C, multi-family residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a six-lot residential subdivision on a vacant 1.08 acre property located along Degrio Way, west of Concord Boulevard. The proposed residential development would be an infill development. The lot sizes would be the size of the building pads with overhang, roughly 1,900 square feet each. The type of product would be detached single-family units in a planned unit development. This type of product is called a detached townhome in some municipalities. In 2005, the property was platted into a seven-lot townhome development. At that time, the owner planned to sell the lots to a developer or builder for the construction of the townhome units. No permits were ever submitted for development.

In August 2020, the applicants held a remote neighborhood meeting regarding the proposed request; the neighbors that participated were in support of the request and appreciated having six detached units instead of the platted seven-unit townhome development.

The following specific applications are being requested:

- A comprehensive plan amendment to change the land use from MDR, Medium-density Residential to LMDR, Low-Medium Density Residential
- A rezoning of the property from R-3C, multiple-family to R-2/PUD Planned Unit Development
- A preliminary and final plat for a 6-lot, one outlot residential subdivision to be known as Ruby Meadows
- A variance from the minimum lot size requirements for a PUD
- Vacation of the drainage and utility easements for the existing plat of Gates Addition

EVALUATION OF THE REQUEST

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

- North - Multi-family residential; zoned R-3C, multi-family; guided MDR, Medium density residential
- East - Commercial; zoned B-3, General Business; guided MDR, Medium density residential
- West - Single family residential; zoned R-1,C single-family; guided LDR, Low density residential
- South - Single family residential; zoned R-1,C single-family; guided LDR, Low density residential

COMPREHENSIVE PLAN AMENDMENT

The property is currently guided MDR. When the existing plat was created in 2005 the category LMDR did not exist, this category was created with the 2010 comp plan update. Based on the current and proposed density the land use category LMDR is the most appropriate. The proposed development would be at 5.5 units an acre.

Medium Density Residential (MDR) *(8-12 residential units/net acre)*

Medium density residential accommodates somewhat higher residential densities ranging from 8 to 12 dwelling units per net acre. Uses in this classification include higher density townhome developments and apartments, all with full public utility service.

Low-Medium Density Residential (LMDR) *(4-8 residential units/net acre)*

The low-medium density residential category includes a combination of single family attached and single family detached housing that is generally at a greater density than traditional single-family housing in Inver Grove Heights. Density of the LMDR category ranges from 4 to 8 units per net acre.

REZONING

The site is currently zoned R-3C, multiple family. The R-3 zoning does not allow for single family detached units. A change to R-2/PUD zoning allows attached or detached units. This would be consistent with the proposed land use change and because of the location to a variety of land uses, does not appear to pose any unique characteristics that would be detrimental to the area.

Since the City Code does not provide any specific performance standards for or address a “detached townhome” type product, staff believes a R-2/PUD would be the best type of zoning for the proposed infill development.

PLAT REVIEW

Zoning and Comprehensive Plan Consistency. With approval of the requested comprehensive plan amendment and rezoning the proposed plat would be consistent with the zoning and comprehensive plan designations.

Lots & Blocks. The applicant is proposing a 6-lot single family home project that some jurisdictions would consider a detached townhome. Each lot would be on its own individual parcel and one common lot (Outlot A) which contains the driveways, parking and all perimeter and internal open space between the units. There are no minimum lot size or width requirements for a single-family home in the R-2 district.

Park Dedication. Park dedication on this plat will be cash in lieu of land. If approved, prior to release of the final plat for filing with Dakota County, a cash fee of \$2,850 per lot would be required ($2,850 \times 6 = \$17,100$).

PUD REQUIREMENTS/SITE PLAN REVIEW.

Minimum Area of 10 Acres. A minimum area of 10 acres is required for a PUD development, unless the applicant can show that the minimum lot area requirement should be waived “because a planned unit development is in the public interest” and “unusual physical features of the property itself or of the surrounding neighborhood are such that development under the standard provisions of the normal district would not be appropriate in order to conserve a physical or terrain feature of importance to the neighborhood or community” or “the property is adjacent to or across the street from property which has been developed under the provisions of this article and will contribute to the amenities of the neighborhood.” A variance from this requirement is discussed later in the report.

Building Coverage. The total ground area covered by buildings shall not exceed twenty percent (20%) of the net land area, excluding public streets and permanent water areas. The proposed development is at 19% building coverage, complying with code requirements. Due to the building coverage requirements and open space requirements, a condition should be included that no additions would be allowed to the homes.

Residential Unit Densities: Must conform with underlying zoning district or as specified by the City Council and consistent with the intent of the City’s comprehensive plan. With the approval of the rezoning and comp plan amendment the development would be in compliance with density requirements.

PUD Open Space. 15% of a PUD must be dedicated to open space purposes. Therefore, a minimum of .16 acres (15% of 1.08 acres) must be dedicated open space for this PUD. The developer is providing .23 acres as dedicated open space, complying with code requirements. A condition should be included to have a conservation easement over the area to retain the open space.

Building Setbacks. The minimum setback from all perimeter property lines is determined by the respective setback standard in the underlying zoning district. With the approval of the rezoning the lots would be an R-2/PUD. Therefore, the perimeter setbacks will be those found in the R-2, Two-Family Residential zoning district.

- Perimeter setbacks for the front setback is 30 feet. Lot 6 is the closest to the front perimeter line and is shown at 30 feet, complying with code requirements.
- Perimeter setback for the rear setback is 30 feet. This setback is exceeded by each home.
- Perimeter setbacks for the side yard is a 10-foot requirement. Lot 1 is the closest perimeter side yard and is demonstrated at 15 feet, complying with code requirements.
- Internal side setbacks are shown at 15 feet which is consistent with other PUD and single-family developments.

Landscaping. The applicants are proposing 5 overstory trees and 6 ornamental trees.

Access. The site is planned to be served with two access points to Degrio Way, which is a local residential street. The location of the driveways provides visibility from both direction and there is no conflict with any driveways on the other side of the street.

All internal circulation would be considered private driveways. The widths proposed are 20 feet wide. No parking signs must be posted on both sides of the private driveway.

Exterior Elevations. Each of the proposed structures will include vinyl siding on the structure, along with some brick/stone on the front elevations.

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

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at time of building permit.

Homeowners Association. A homeowners association will be required for the development to address the maintenance of the common areas and storm water pond and addressing all necessary shared easements for such things as access, utilities, parking. The homeowners association document shall be submitted for review and be approved by the City Attorney prior to being recorded with the plat.

VARIANCE

The applicant is requesting a variance from the 10-acre minimum lot size requirement for a PUD.

City Code Title 11, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variance, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The PUD section of the ordinance allows for flexibility to have a PUD smaller than 10 acres if unusual physical features of the property itself or of the surrounding neighborhood are such that development under the standard provisions of the normal district would not be appropriate in order to conserve a physical or terrain feature of importance to the neighborhood or community. The proposed property in an infill development that is a unique shape with a relatively a small amount of road frontage along a curve. Allowing the PUD would provide an open space buffer between the single family homes to the south and the new lots.

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

City Code does not provide any specific performance standards or address a "detached townhome" type of product, staff believes a PUD would be the best type of zoning for the proposed infill development.

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

The proposed planned unit development provides the means for greater creativity and flexibility in environmental design and allows for more common open space than is provided under the strict application of the ordinance while at the same time preserves the health, safety, and general welfare of the City

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

This site is an infill development that will be done in one phase and will not create dependencies on future development. The lot was originally platted for seven townhome units; the proposed six units would provide good transitional housing density between the single family homes to the south and west and the multi-family property to the north and commercial to the east and northeast.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

VACATION OF EASEMENTS

When Gates Addition was platted, a drainage and utility easement was provided over Outlot A. Therefore, the underlying drainage and utility easements need to be vacated. When the plat of Ruby Meadows is filed, it will create a new set of drainage and utility easements.

ALTERNATIVES

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

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

- Approval of the **Comprehensive Plan Amendment** from MDR, Medium Density Residential to LMDR, Low-Medium Density Residential and **Rezoning** from R-3C, Multi-family to R-2/ PUD subject to the following conditions:

1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

- Approval of the **Preliminary and Final Plat** for a six lot, one outlot subdivision to be known as Ruby Meadows subject to the following conditions:

1. The final plat and plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	October 2020
Site Plan	October 1, 2020
Grading Plan	October 1, 2020
Utility Plan	October 1, 2020

2. A park dedication fee equal to \$17,100 (\$2,850x6) shall be paid to the City prior to release of the final plat.

3. Prior to construction, the Developer and Owner shall enter into an Improvement Agreement, Storm Water Facilities Maintenance Agreement, and other agreements related thereto with the City.
 4. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
 5. Prior to commencement of any work on site, the final grading, drainage and erosion control, utility plans and storm water calculations shall be approved by the Director of Public Works.
 6. Prior to final plat approval, the developer shall prepare a homeowners association agreement subject to the review and approval of the City Attorney. Said agreement shall be recorded with the final plat.
 7. No parking signs are required on both sides of the private shared driveway.
 8. Due to maximum building coverage and open space requirements no additions are allowed to the homes. A conservation easement shall be provided over the designated open space to preserve this area.
- Approval of a **Variance** from the minimum lot size requirements for a PUD based on the practical difficulty the surrounding neighborhood is such that development under the standard provisions of the normal district would not be appropriate in order to conserve open space and stormwater requirements that are of importance to the neighborhood and community.
 - Approval of the **Vacation** of drainage and utility easement of Gates Addition subdivision subject to the following conditions:
 1. Drainage and Utility easements shall be provided on the final plat of Ruby Meadows as required by the Director of Public Works.
 2. The applicant shall provide a map and legal descriptions of the easements to be vacated of Gates Addition.

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

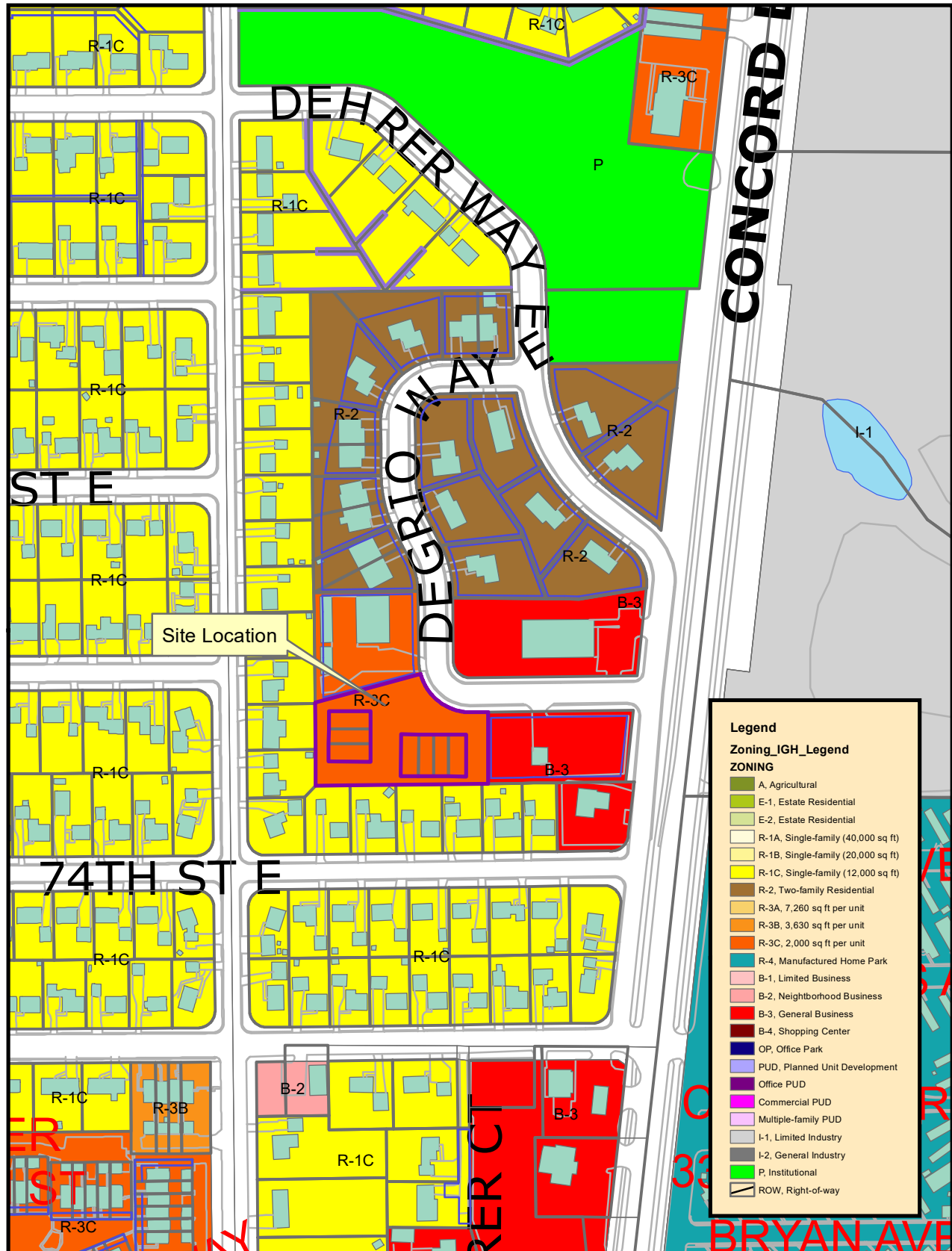
RECOMMENDATION

Based on the information in the preceding report and the conditions and approvals listed in Alternative A, staff is recommending approval of all requests as presented.

Attachments: Exhibit A -Location/Zoning Map
Exhibit B- Comp plan map
Exhibit C - Narrative
Exhibit D- Plat
Exhibit E- Site Plan
Exhibit F - Grading Plan
Exhibit G – Open Space Plan
Exhibit H- Elevations



Ruby Meadows Case No. 20-28SZP



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

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map

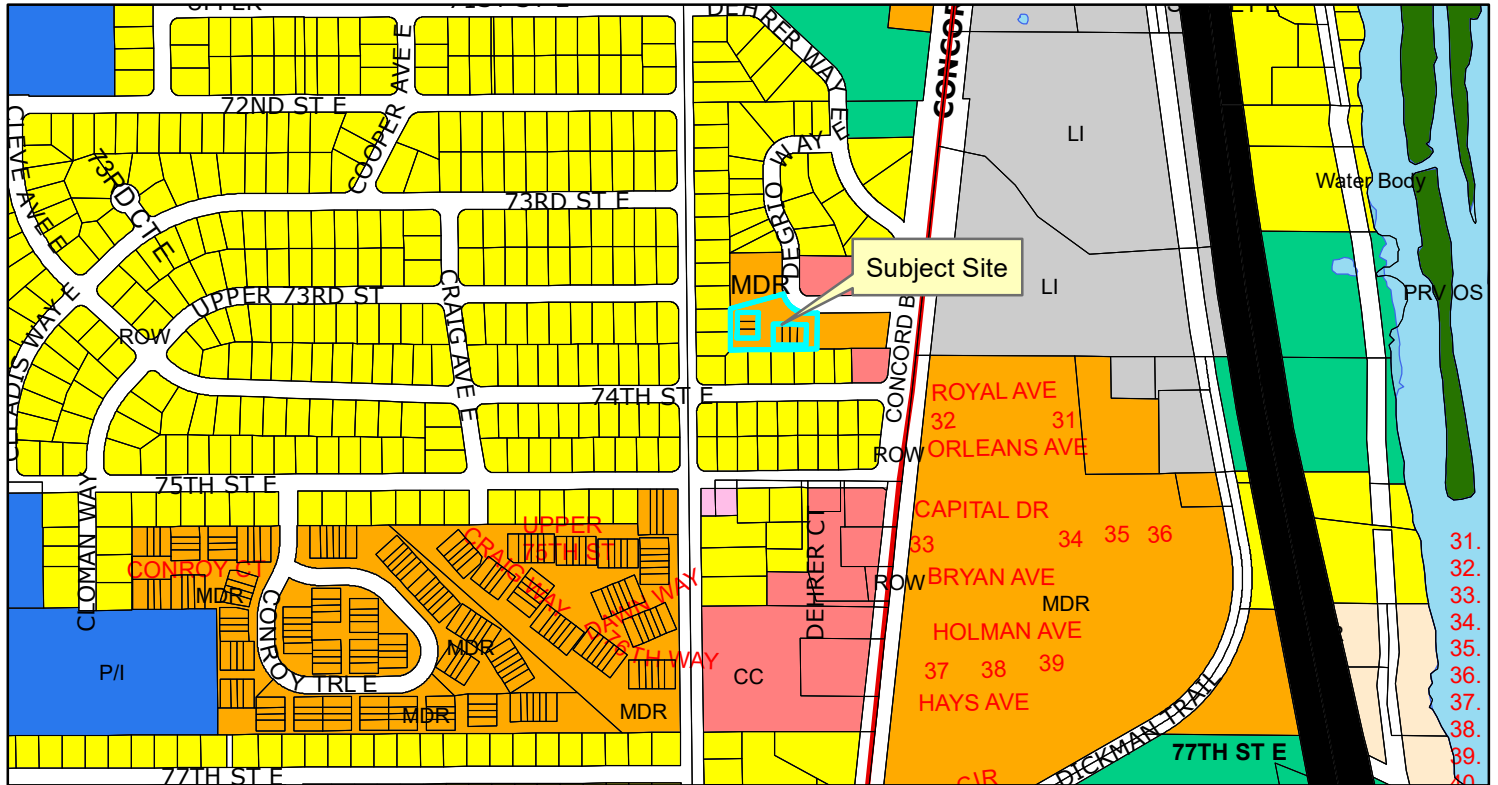
Map not to scale



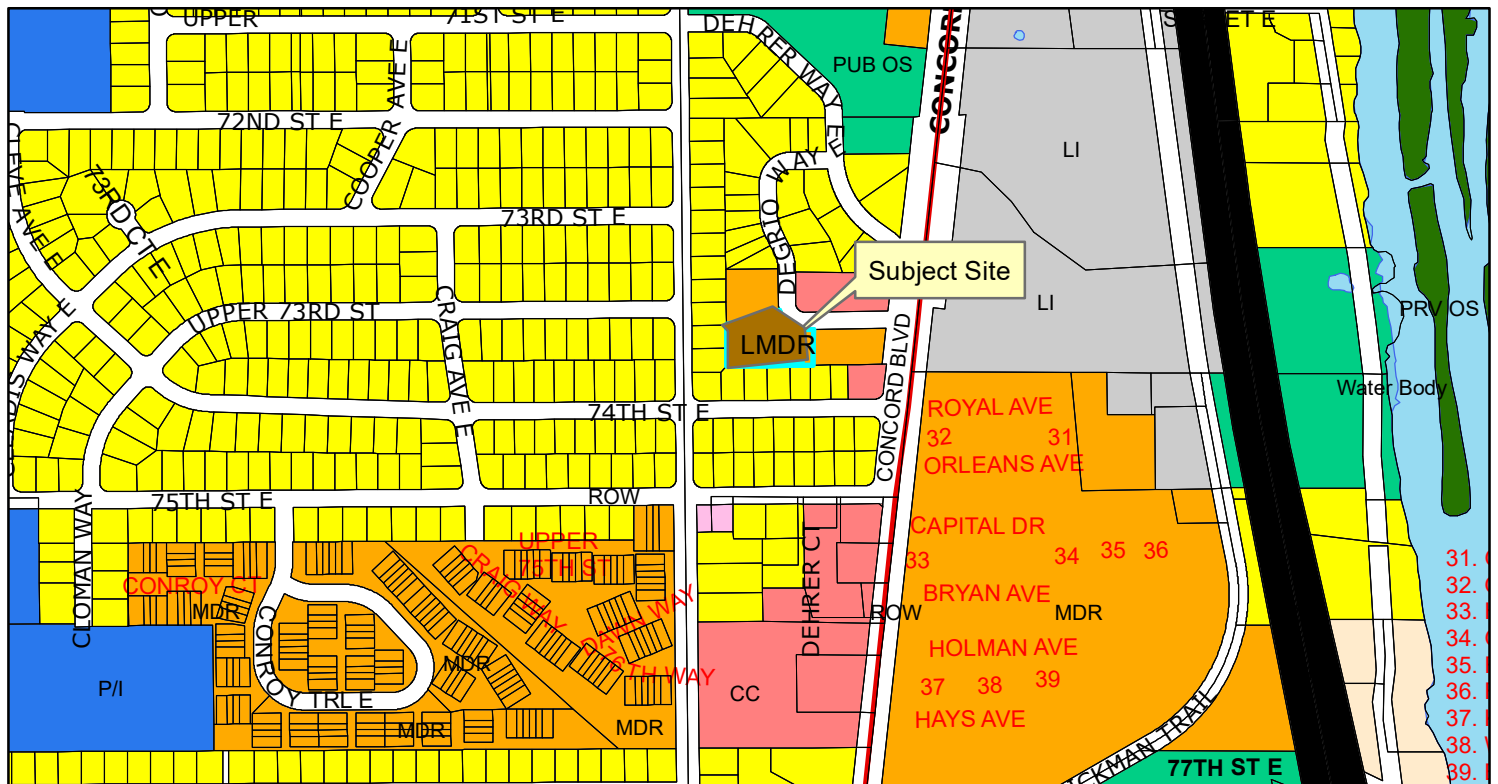
Comp Plan Map Case No. 20-28SZP



Existing Comp Plan



Proposed Comp Plan



TTCP, LLC

A Real Estate Development Firm

9531 West 78th Street, Suite 135
Eden Prairie, MN 55433
mlmoore00@yahoo.com

NARRATIVE OF NEIGHBORHOOD MEETING FOR RUBY MEADOWS

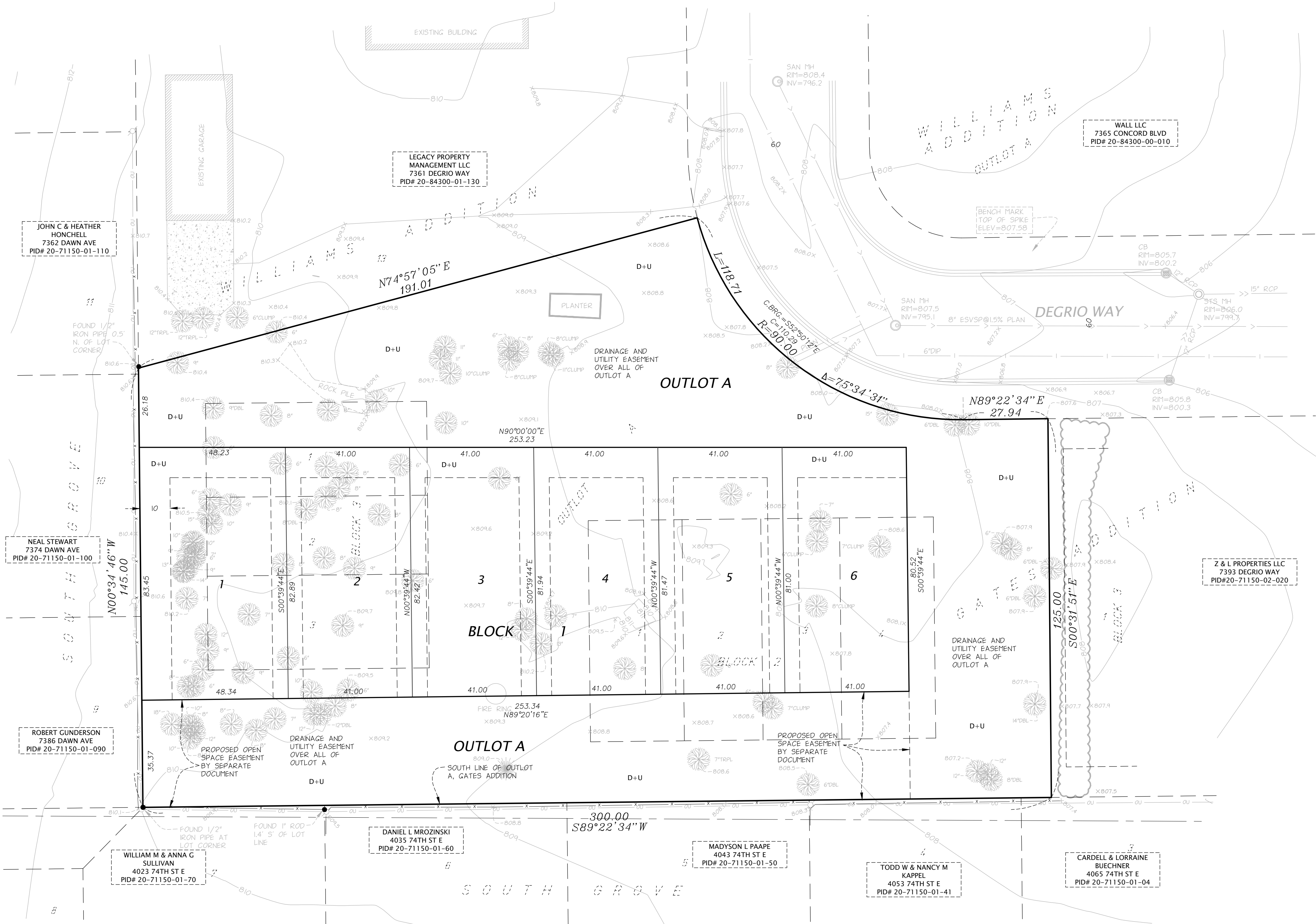
Notice of the neighborhood meeting for the proposed plat of Ruby Meadows was held on August 26, 2020, via Zoom. Notice of the meeting had been previously mailed to all properties within six hundred (600) feet of the property.

At the meeting, the proposal was discussed, and the projected increase in market values of the area was discussed. The density of the project has been decreased from the initial “townhome” project from seven units to six units, each with between 1,800 – 3,000 square feet of living space (with foundation sizes between 900 and 1,100 square feet), and two car garages. Each of the proposed structures will include vinyl siding on the structure, along with some brick/stone on the front elevations. Each property will have an asphalt shingle roof.

Public benefits of the proposed plan include an increased tax base, better fit into the community due to the conversion from the former plan for townhomes to single family homes, and a reduction of the impervious surface area. The PUD will also dedicate 22% of the land as common open space to be used by the owners of the homes for recreational purposes.

Community feedback:

The meeting was attended by approximately ten (10) persons who received the notice. No objection was raised to the project, and the neighbors were encouraged by the plan as proposed, as and expressed appreciation of the existing plan over the previous seven units.



UNDERGROUND UTILITIES NOTES:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. GOPHER STATE ONE CALL LOCATE TICKET NUMBER 201971684. SOME MAPS WERE RECEIVED, WHILE OTHER UTILITIES DID NOT RESPOND TO THE LOCATE REQUEST. ADDITIONAL UTILITIES OF WHICH WE ARE UNAWARE MAY EXIST.



LEGEND:

- | | |
|---|-------------------------|
| ● FOUND MONUMENT | ⚡ FIRE DEPT. CONNECTION |
| ○ SET 1/2" IRON PIPE MARKED R/S NO. 25718 | ⚡ HYDRANT |
| Ⓜ CABLE TV PEDESTAL | Ⓜ CURB STOP |
| Ⓜ AIR CONDITIONER | Ⓜ WATER WELL |
| Ⓜ ELECTRIC MANHOLE | Ⓜ WATER MANHOLE |
| Ⓜ ELECTRIC METER | Ⓜ POST INDICATOR VALVE |
| Ⓜ ELECTRIC PEDESTAL | Ⓜ WATER VALVE |
| Ⓜ ELECTRIC TRANSFORMER | Ⓜ BOLLARD |
| Ⓜ LIGHT POLE | Ⓜ FLAG POLE |
| Ⓜ GUY WIRE | Ⓜ MAIL BOX |
| Ⓜ POWER POLE | Ⓜ TRAFFIC SIGN |
| Ⓜ GAS MANHOLE | Ⓜ UNKNOWN MANHOLE |
| Ⓜ GAS METER | Ⓜ SOIL BORING |
| Ⓜ TELEPHONE MANHOLE | Ⓜ TRAFFIC SIGNAL |
| Ⓜ TELEPHONE PEDESTAL | ☀ CONIFEROUS TREE |
| Ⓜ SANITARY CLEANOUT | 🌳 DECIDUOUS TREE |
| Ⓜ SANITARY MANHOLE | |
| Ⓜ CATCH BASIN | |
| Ⓜ STORM DRAIN | |
| Ⓜ FLARED END SECTION | |
| Ⓜ STORM MANHOLE | |
- | | |
|--------------------|-------------------------|
| — LR — | UNDERGROUND ELECTRIC |
| — UT — | UNDERGROUND CABLE TV |
| — LF — | UNDERGROUND FIBER OPTIC |
| — TF — | UNDERGROUND TELEPHONE |
| — OF — | OVERHEAD UTILITY |
| — UC — | UNDERGROUND GAS |
| — SS — | SANITARY SEWER |
| — WS — | STORM SEWER |
| — WM — | WATERMAIN |
| — F — | FENCE |
| — C — | CURB [TYPICAL] |
| CONCRETE SURFACE | |
| BITUMINOUS SURFACE | |

LEGAL DESCRIPTION:

The following Legal Description is as shown on Assure Title, LLC as agent for Alliant National Title Insurance Company Title Commitment No. 7599 – Degrio Way dated May 19th, 2020.

Lots 1, 2 and 3, Block 1;
Lots 1, 2, 3, and 4, Block 2;
Outlot A;
all in GATES ADDITION, Dakota County, Minnesota.

EXISTING EASEMENT NOTES:

The following easements appear on the Assure Title, LLC as agent for Alliant National Title Insurance Company Title Commitment No. 7599 – Degrio Way dated May 19th, 2020.

Drainage and utility easements over the entire Outlot A.

Terms and conditions of those Resolutions of the City of Inver Grove Heights filed as Document Numbers 177666 and 177672.

Terms and conditiona of that Agreement witht he City of Inver Grove Heights filed as Document Number 570814.

DEVELOPMENT DATA:

TOTAL AREA = 47,133 SQ.FT.
PROPOSED 6 LOTS AND 1 OUTLOT
LOT 1 = 4,015 SQ.FT.
LOT 2 = 3,389 SQ.FT.
LOT 3 = 3,369 SQ.FT.
LOT 4 = 3,350 SQ.FT.
LOT 5 = 3,331 SQ.FT.
LOT 6 = 3,311 SQ.FT.
OUTLOT A = 26,368 SQ.FT.

PROPOSED EASEMENT VACATION

THE FOLLOWING LEGAL DESCRIPTION IS FOR THE VACATION OF THE EXISTING DRAINAGE AND UTILITY EASEMENTS THAT ENCUMBER THE PROPERTY. NEW DRAINAGE AND UTILITY EASEMENTS WILL BE DEDICATED ON THE PROPOSED OF DEGRIO MEADOW.

All those particular drainage and utility easements over Outlot A as dedicated on the plat of GATES ADDITION, Dakota County, Minnesota.

PROPOSED EASEMENTS

D+U PROPOSED DRAINAGE AND UTILITY EASEMENTS
5' ON LOT LINES
10' ON NORTH LOT LINES AS SHOWN

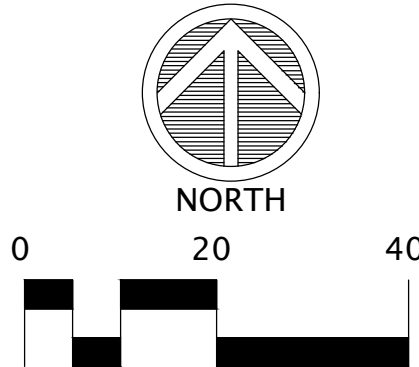
OPEN SPACE EASEMENT BY SEPARATE DOCUMENT OVER A PORTION OF OUTLOT A AS SHOWN ON SURVEY.
OPEN SPACE EASEMENT AREA = 8,902 SQ.FT. / 19.1% OF TOTAL AREA

BENCHMARKS

ELEVATIONS BASED GPS DERIVEID VALUES FOR NAVD 88. PROJECT BENCHMARK SHOWN ON SURVEY.

SURVEY NOTES:

- BEARINGS ARE BASED ON COORDINATES SUPPLIED BY THE DAKOTA COUNTY SURVEYORS OFFICE. BEARINGS ARE DIFFERENT THAN SHOWN ON THE RECORDED PLAT. ALL INTERIOR ANGLES MATCH THE RECORDED PLAT ANGLES .
- UNDERGROUND UTILITIES SHOWN PER GOPHER ONE LOCATES AND AS-BUILTS PLANS PROVIDED BY THE CITY OF INVER GORVE HEIGHT ENGINEERING DEPARTMENT.
- THERE MAY SOME UNDERGROUND UTILITIES, GAS, ELECTRIC, ETC. NOT SHOWN OR LOCATED.
- SUPPLEMENTAL. CONTOURS OUTSIDE OF THE SURVEYED PARCEL PER DNR LIDAR CONTOURS. NOT FIELD VERIFIED.



RUBY MEADOWS

CONTACT:

Eli Rupnow, PE, LEED AP
Site Design, LLC
651.428.7265

COUNTY/CITY:

DAKOTA COUNTY
CITY OF INVER GROVE HEIGHTS

REVISIONS:

DATE	REVISION
7-17-20	INITIAL ISSUE
8-14-20	PRELIMINARY PLAT
11-3-20	REVISED

CERTIFICATION:

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Daniel L. Thurnes
Daniel L. Thurnes Registration Number: 25718
Date: 7-17-20

PROJECT LOCATION:

73XX
DEGRIO WAY
PID#202890001010
PID#202890001020
PID#202890001030
PID#202890000010
PID#202890002010
PID#202890002020
PID#202890002030
PID#202890002040

Suite #200
1970 Northwestern Ave.
Stillwater, MN 55082
Phone 651.275.8969
dan@cssurvey.net

CORNERSTONE
LAND SURVEYING, INC.

FILE NAME SURVEI03
PROJECT NO. ELI20003

PRELIMINARY
PLAT

RUBY MEADOWS

KNOW ALL PERSONS BY THESE PRESENTS: That Tier2 Funding, Inc., a Minnesota corporation, owner of the following described property:

Lots 1, 2 and 3, Block 1;
Lots 1, 2, 3, and 4, Block 2;
Outlot A;
all in GATES ADDITION, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as RUBY MEADOWS and does hereby dedicate to the public the easements for drainage and utility purposes as created by this plat.

In witness whereof said Tier2 Funding, Inc., a Minnesota corporation, has caused these presents to be signed this _____ day of _____, 20____.

SIGNED: _____, its partner.
Melvin Moore

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Melvin Moore, partner, Tier2 Funding, Inc., a Minnesota corporation.

Notary Public _____
My Commission Expires _____

I Daniel L. Thurmes 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____.

Daniel L. Thurmes, Licensed Land Surveyor
Minnesota License No. 25718

STATE OF MINNESOTA
COUNTY OF WASHINGTON
This instrument was acknowledged before me this _____ day of _____, 20____, by Daniel L. Thurmes, a Licensed Land Surveyor.

Notary Public _____
My Commission Expires _____

PLANNING COMMISSION, INVER GROVE HEIGHTS, MINNESOTA
Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, this _____ day of _____, 20____.

By: _____, Chair

CITY COUNCIL, INVER GROVE HEIGHTS, MINNESOTA
This plat of RUBY MEADOWS was approved and accepted by the City Council of the City of Inver Grove Heights, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____, and is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council of the City of Inver Grove Heights, Minnesota

By: _____, Mayor

Attest: _____, City Clerk

COUNTY SURVEYOR, DAKOTA COUNTY, 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

DAKOTA COUNTY BOARD OF COMMISSIONERS
We do hereby certify that on the _____ day of _____, 201____, the Board of Commissioners of Dakota County, Minnesota, approved this plat of RUBY MEADOWS, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

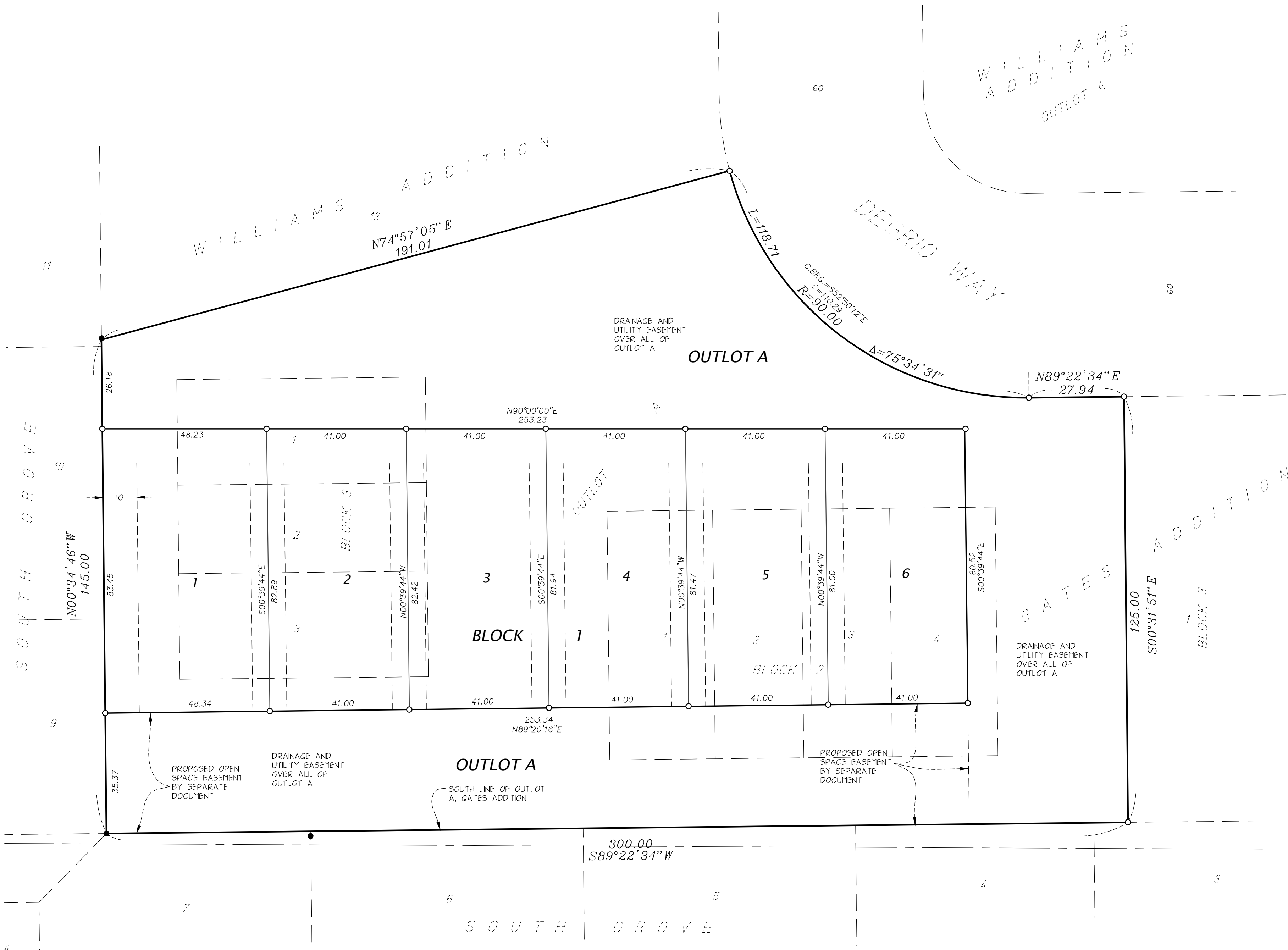
By: _____, Chair

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, DAKOTA COUNTY 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____.

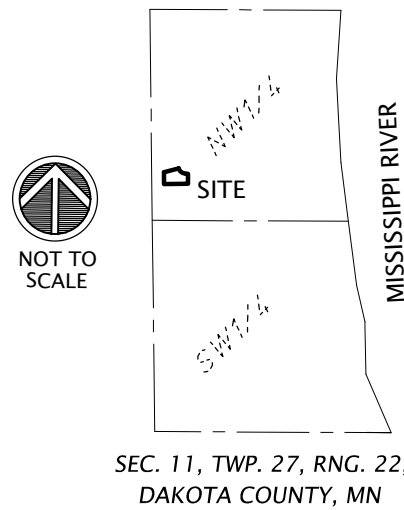
By: _____ By: _____
Department of Property Taxation
and Records Deputy

REGISTRAR OF TITLES, DAKOTA COUNTY, MINNESOTA
I hereby certify that this plat RUBY MEADOWS was filed in the office of the Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____ .M. and was duly filed in Book _____ of Plats, Page _____ as Document No. _____.

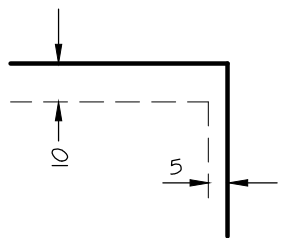
By: _____
Registrar of Titles



VICINITY MAP



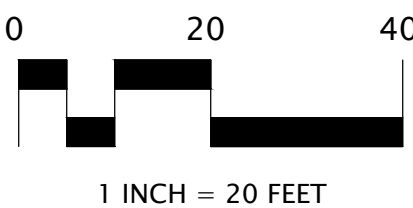
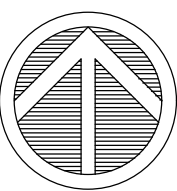
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS: (NOT TO SCALE)



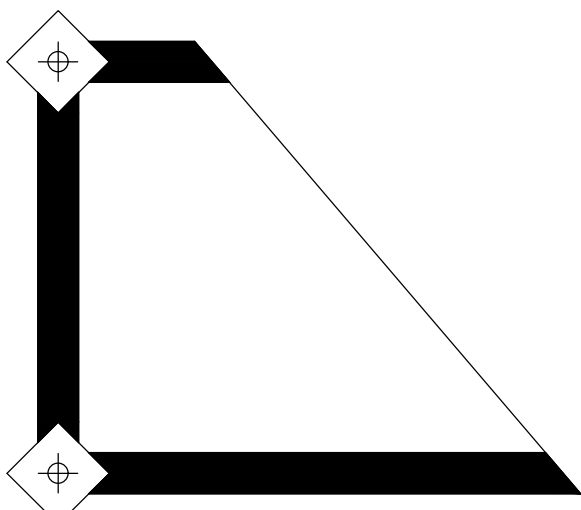
Being 10.00 feet in width and adjoining north lot lines and being 5.00 feet in width and adjoining Lot lines unless otherwise shown on this plat.
Drainage and utility easements over all of Outlot A.

LEGEND

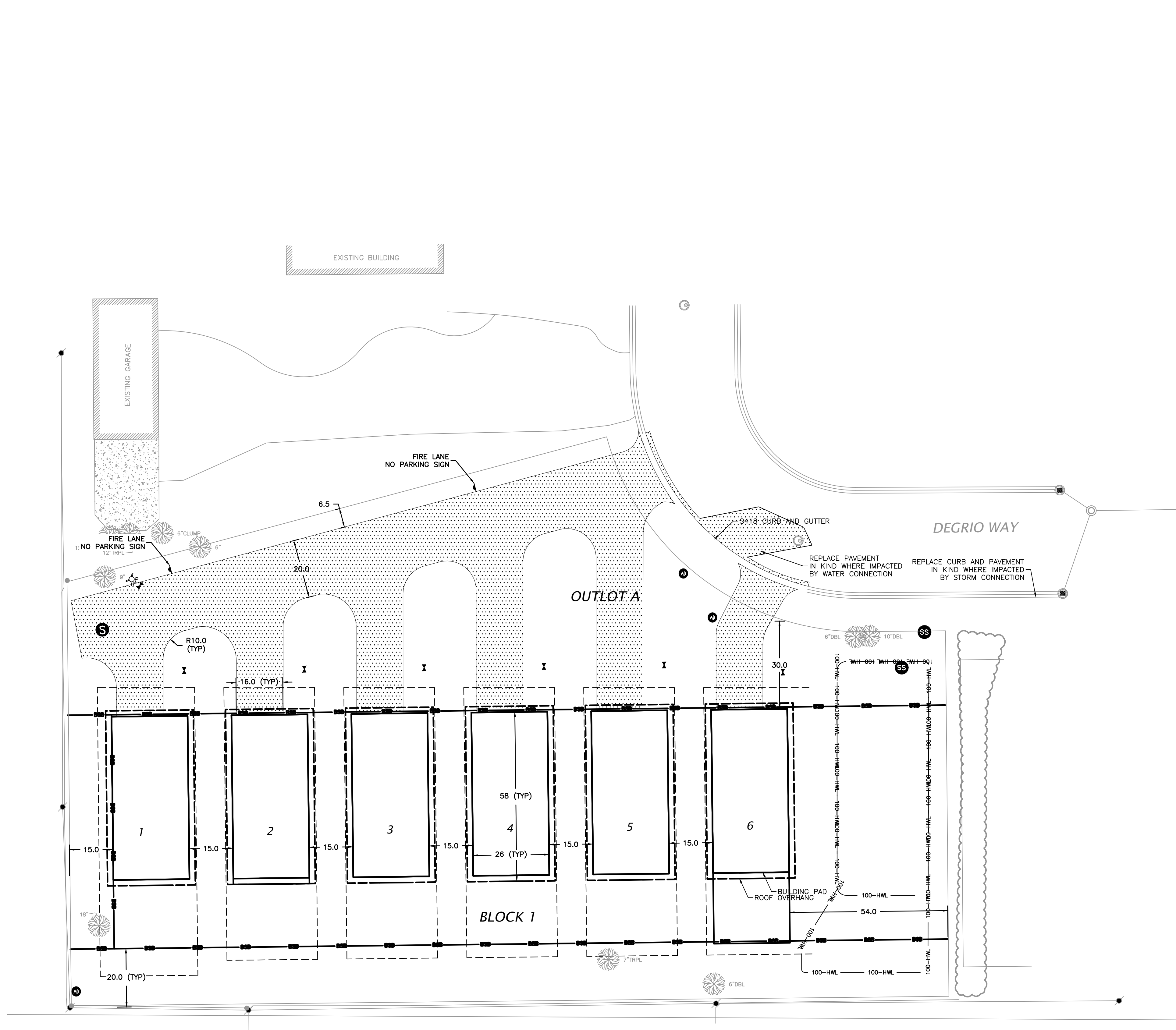
- Denotes monument found (as noted)
- Denotes 1/2 inch x 14 inch iron pipe set and marked with Minnesota License No. 25718 (monuments to be set within one year after recording of the plat)



For the purposes of this survey the south line of Outlot A, GATES ADDITION, Dakota County, Minnesota is assumed to bear S89°22'34"W.



CORNERSTONE
LAND SURVEYING, INC.



N

20

40

SCALE IN FEET

SITE DATA	
SITE/PARCEL SIZE	1.08 AC (47,133 SF)
BUILDING AREA	11,688 SF (25% COVERAGE)
IMPERVIOUS/PERVIOUS AREA	0.45 AC/0.63 AC
LAND USE CLASSIFICATION	LMDR
CURRENT ZONING	R1C (PROPOSED)
FLOOD ZONE CLASSIFICATION	X

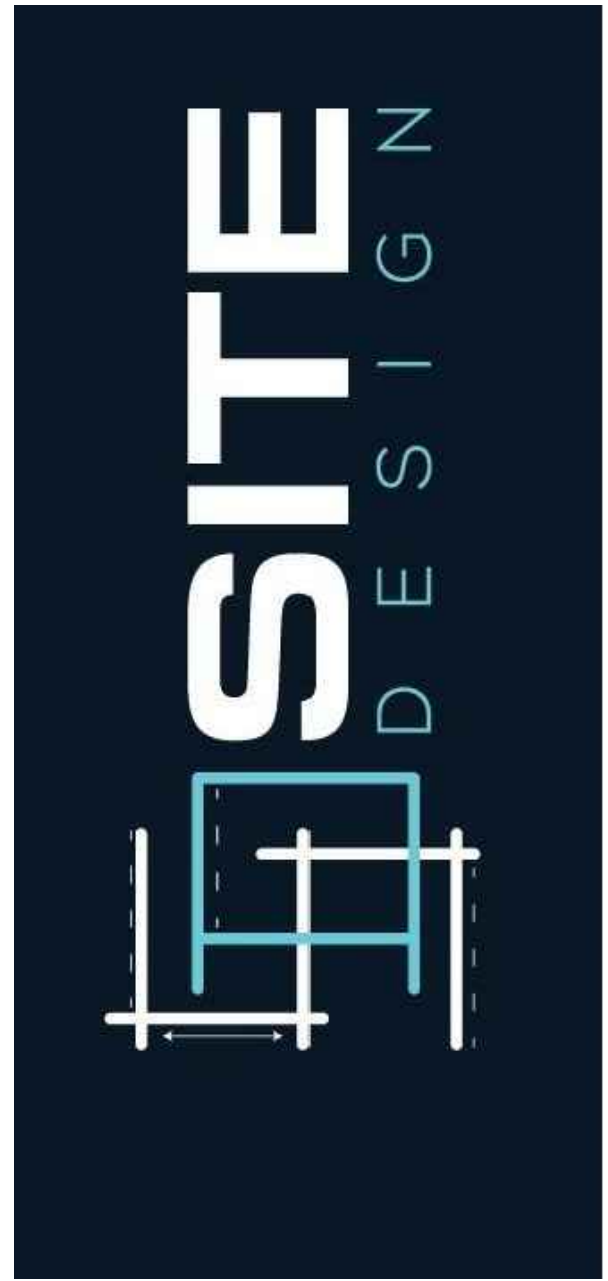
- CIVIL SITE LEGEND:
- SURMOUNTABLE CURB AND GUTTER (SEE DETAIL STR-06)
 - BITUMINOUS PAVEMENT (SEE DETAIL 200)
 - BUILDING SETBACK

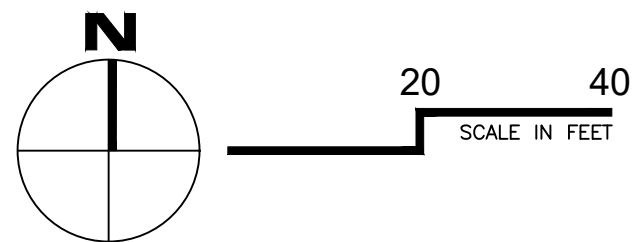
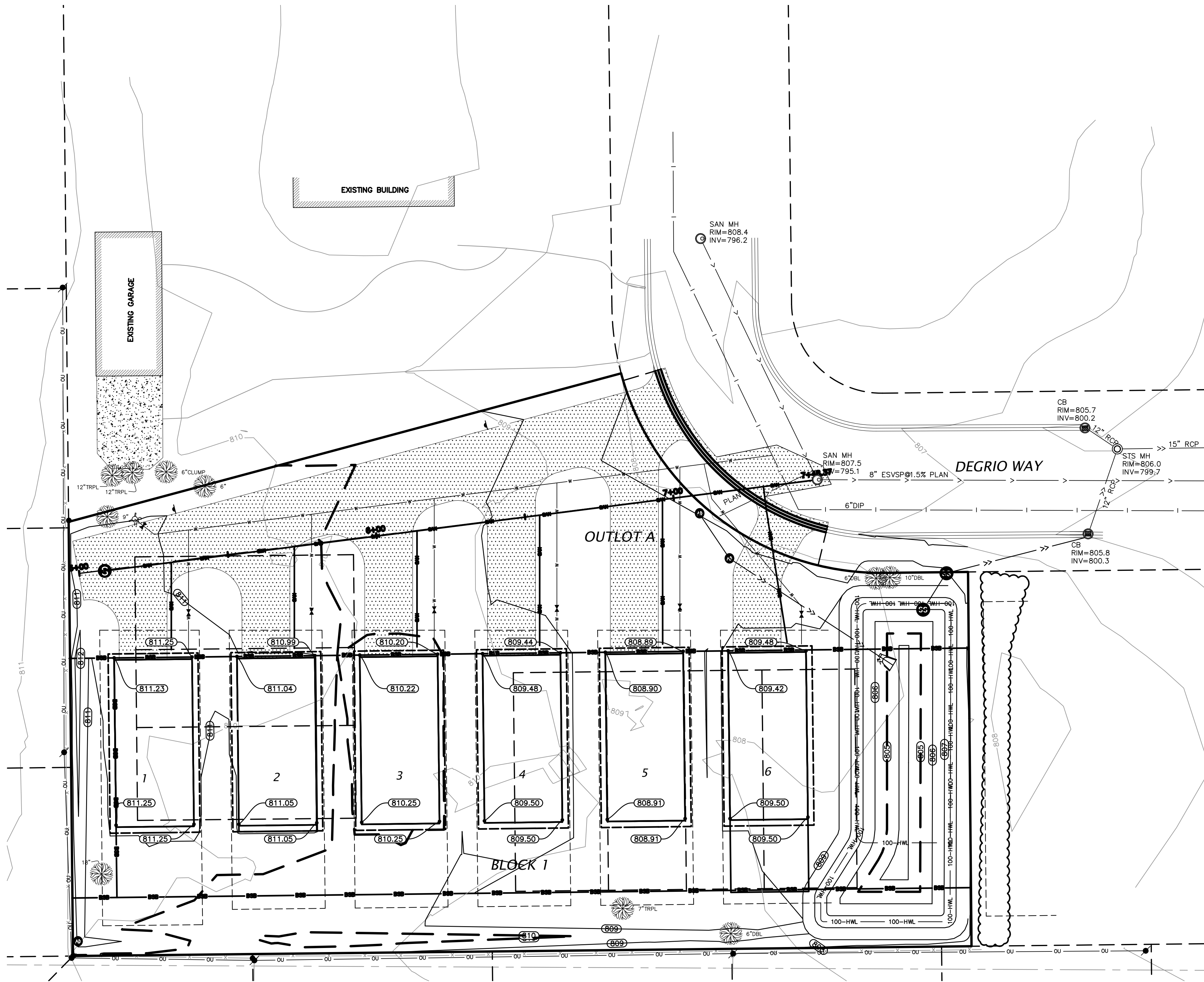
SITE PLAN

C2.0

RUBY MEADOWS
BUILDER LOT GROUP

1 OCT 2020





GRADING LEGEND:

- MANHOLE
- CATCHBASIN
- ▮ APRON
- FLOW ARROW
- 85.5 SPOT ELEVATION
- 892 PROPOSED MINOR CONTOUR
- 895 PROPOSED MAJOR CONTOUR
- 877 EXISTING MINOR CONTOUR
- 880 EXISTING MAJOR CONTOUR

GENERAL GRADING AND DRAINAGE NOTES:

- ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE BEFORE BEGINNING SITE GRADING ACTIVITIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIAL TO BE HANDLED, AND FOR THE AMOUNT OF GRADING TO BE DONE. ALL COSTS ASSOCIATED WITH IMPORTING SUITABLE MATERIAL AND EXPORTING UNSUITABLE/EXCESS/WASTE MATERIAL SHALL BE INCLUDED IN THE BID PRICE.
- CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD EXISTING ONSITE TOPSOIL, IF MATERIAL IS APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS. PROVIDE A UNIFORM THICKNESS OF 6" MINIMUM IN ALL DISTURBED AREAS TO BE LANDSCAPED.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL UNLESS OTHERWISE DIRECTED.
- REFER TO LANDSCAPE PLAN FOR PERMANENT TURF RESTORATION AND PLANTING INFORMATION.
- MAINTAIN TEMPORARY PROTECTION MEASURES DURING CONSTRUCTION ACTIVITIES. SEE SITE REMOVALS PLAN FOR ADDITIONAL INFORMATION. PROVIDE ADDITIONAL PROTECTION AS NECESSARY AS WORK PROGRESSES.
- SEE CIVIL SITE PLAN FOR SITE LAYOUT.
- PROPOSED CONTOURS AND SPOT ELEVATIONS ARE TO FINISHED SURFACE GRADE.
- SPOT ELEVATIONS SHOWN ADJACENT TO CURB REFER TO GUTTER/FLOW LINE. SPOT ELEVATION SHOWN FOR TOP OF CURB ARE LABELED WITH TC (TOP OF CURB). SPOT LABELED ME REFERS TO MATCH EXISTING GRADE, EOF REFERS TO EMERGENCY OVERFLOW ELEVATION, TW REFERS TO TOP OF WALL AND BW REFERS TO BOTTOM OF WALL.
- PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AT ALL TIMES.
- NO GRADED SLOPES SHALL EXCEED 3:1 (HORIZONTAL TO VERTICAL) UNLESS OTHERWISE NOTED.
- UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE AND CONDUCT GRADING OPERATIONS IN A MANNER TO MINIMIZE THE POTENTIAL FOR EROSION.
- PIPE LENGTH INCLUDES THE LENGTH OF THE APRON.
- BUILDING PAD HOLD DOWN OF 54" UNLESS OTHERWISE DIRECTED



Know what's below.
Call before you dig.

STATE LAW: 48 HOURS BEFORE EXCAVATING OR DEMOLISHING BUILDINGS, CALL 811 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS SERVICE LOCATES UTILITY OWNED LINES BUT NOT PRIVATE LINES.

THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE EXACT LOCATION OF ALL UTILITIES (PUBLIC AND PRIVATE) MUST BE DETERMINED BEFORE COMMENCING WORK.

GRADING PLAN

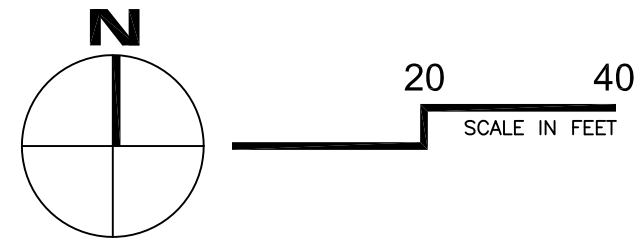
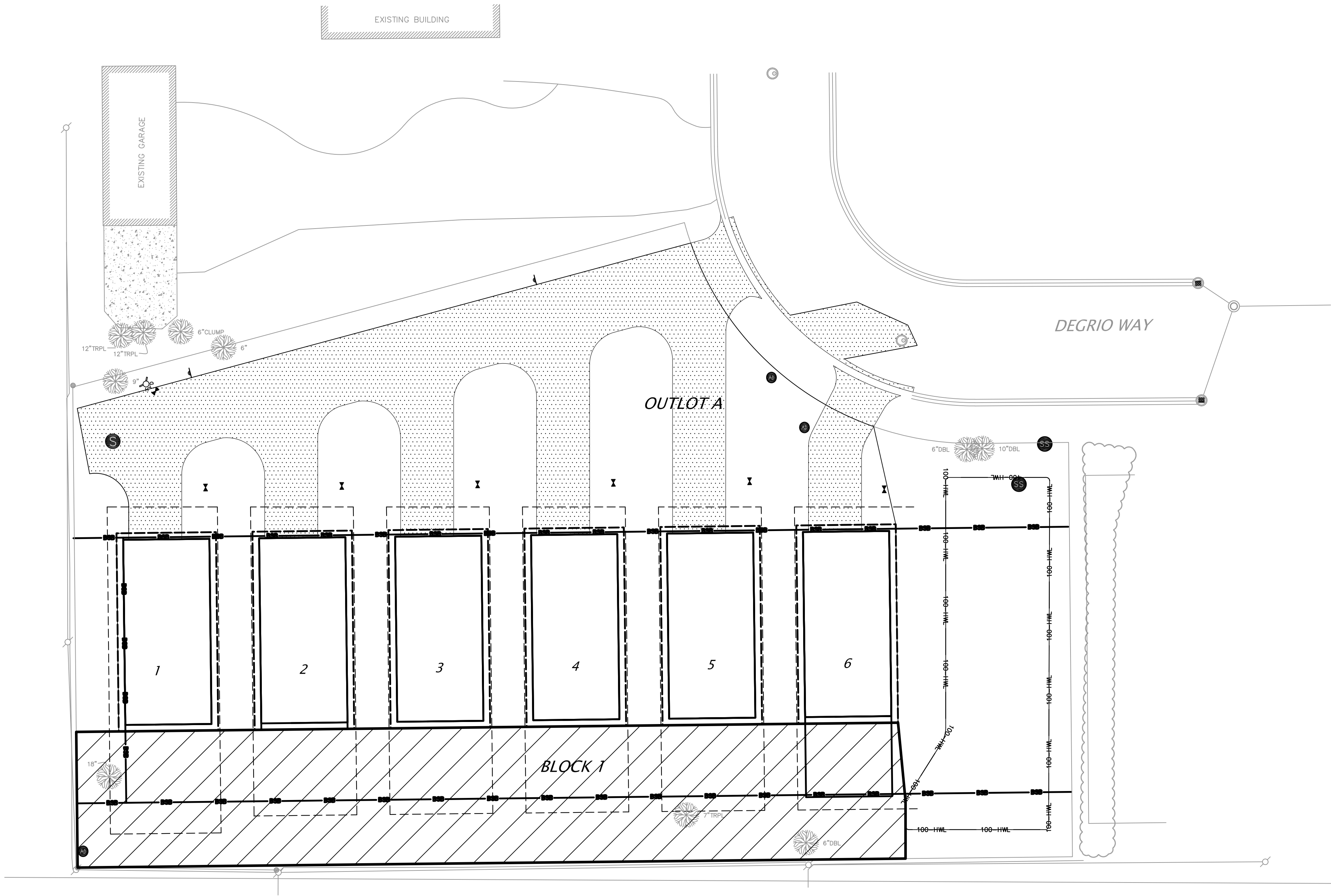
C3.0

RUBY MEADOWS

BUILDER LOT GROUP

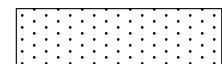
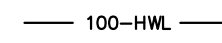
1 OCT 2020





	A	B
1	SITE DATA	
2	SITE/PARCEL SIZE	1.08 AC (47,133 SF)
3	BUILDING AREA	9,048 SF (19% COVERAGE)
4	COMMON OPEN SPACE	10,215 SF (22%)
5	LAND USE CLASSIFICATION	LMDR
6	CURRENT ZONING	R1C (PROPOSED)
7	FLOOD ZONE CLASSIFICATION	X

LEGEND:

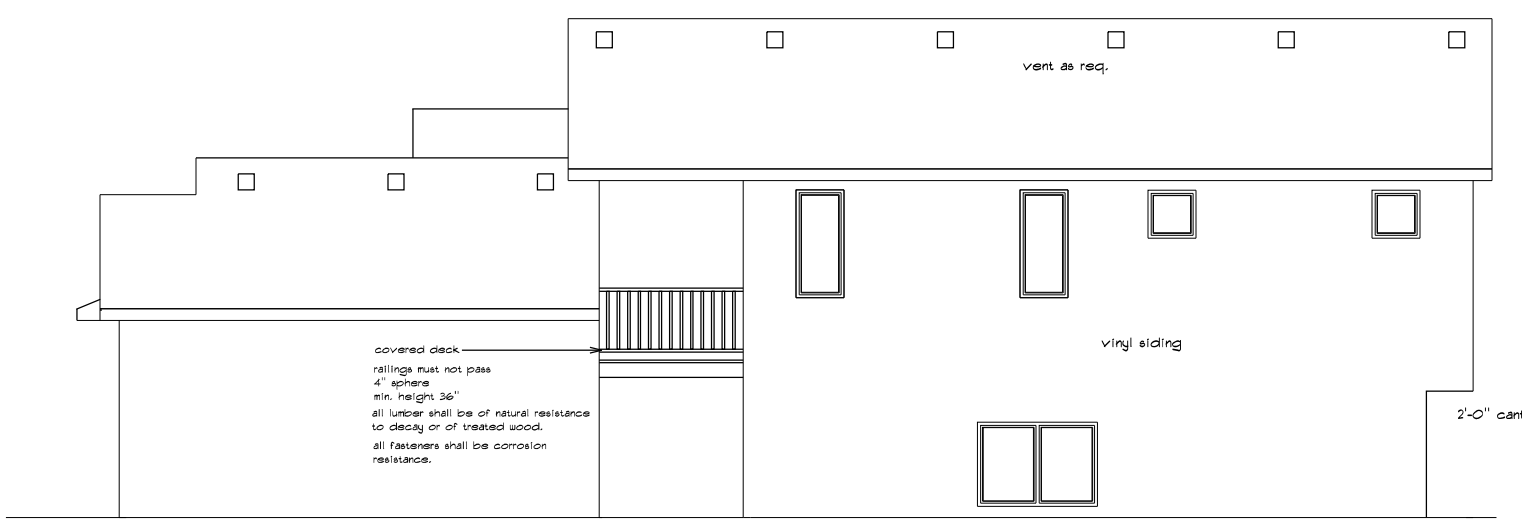
-  BITUMINOUS PAVEMENT
-  BUILDING SETBACK
-  HIGH WATER LEVEL
-  COMMON OPEN SPACE

RUBY MEADOWS
BUILDER LOT GROUP

PUD EXHIBIT
EX-4

1 OCT 2020

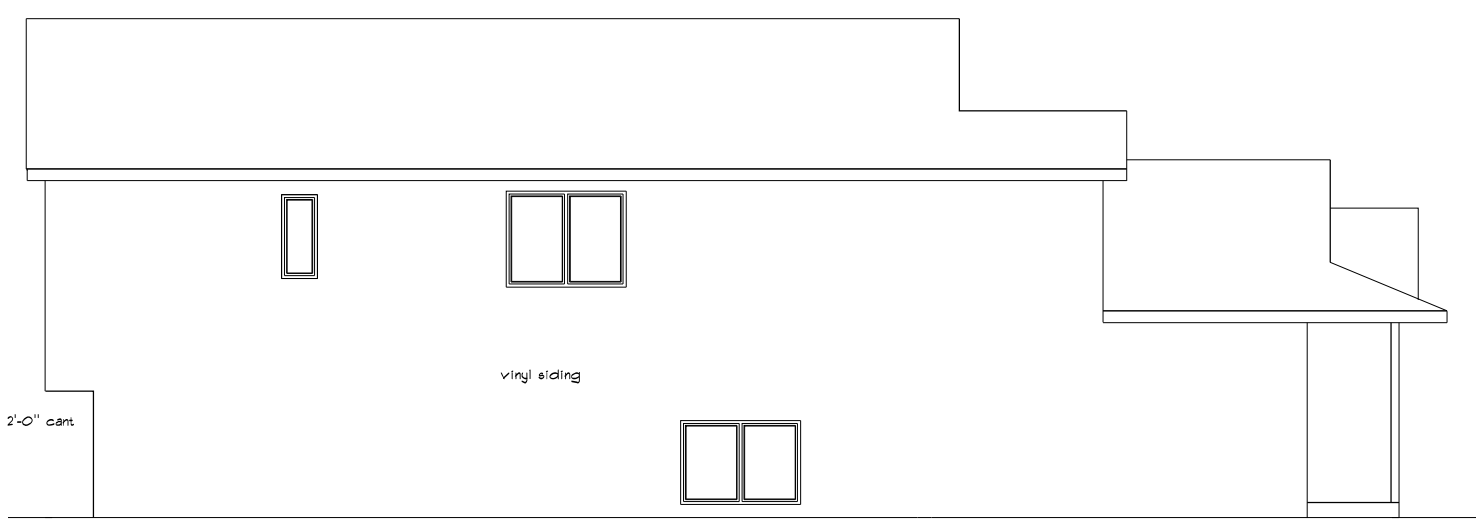




RIGHT ELEVATION
scale 1/8" = 1'-0"



REAR ELEVATION
scale 1/8" = 1'-0"

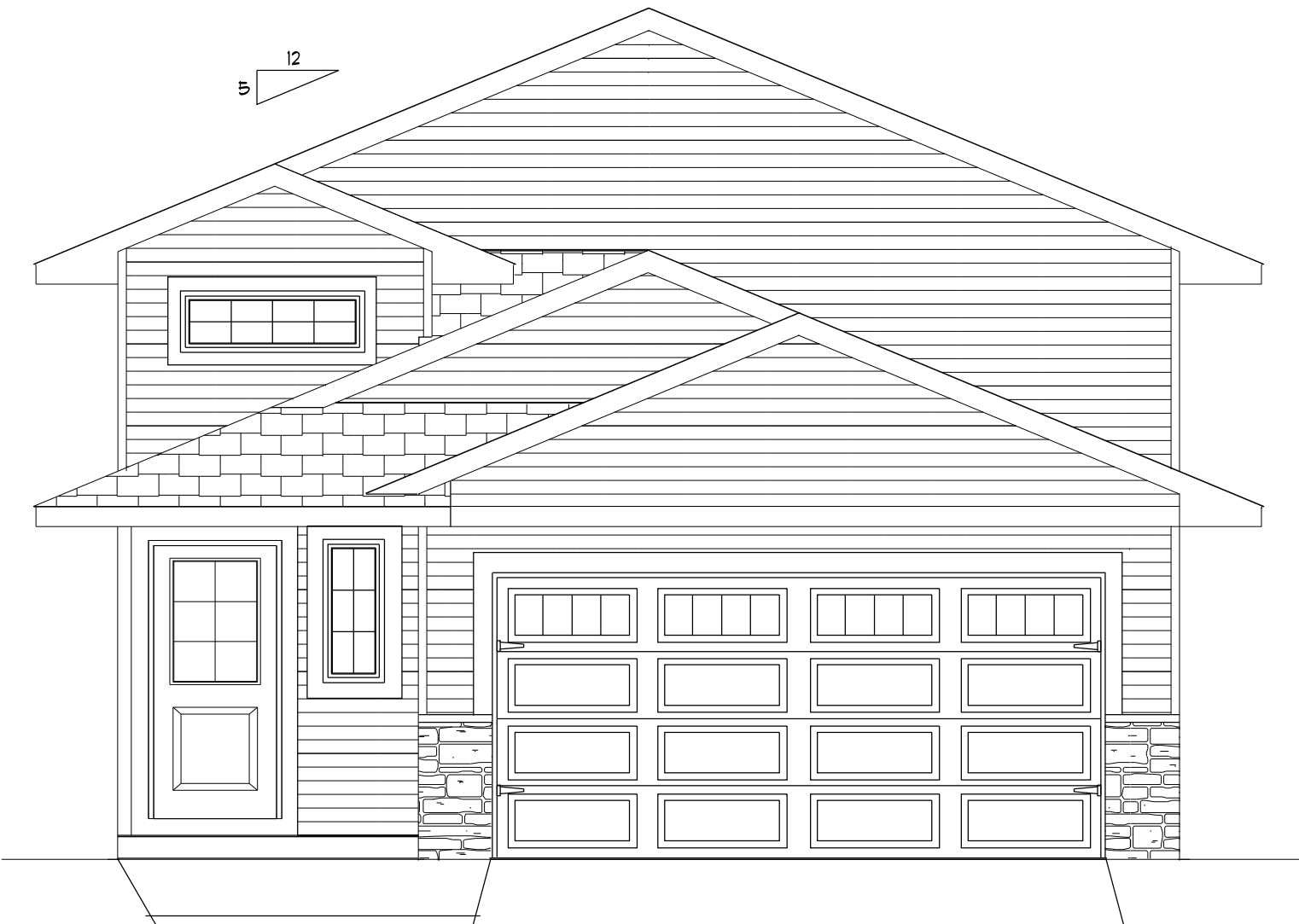


LEFT ELEVATION
scale 1/8" = 1'-0"

ELEVATION NOTES:
all roofs 5:12 pitch w/
2'-0" soffits
1'-0" O.H. gable ends
wrap front openings w/ 4"
vinyl lap siding as shown
stone front as shown

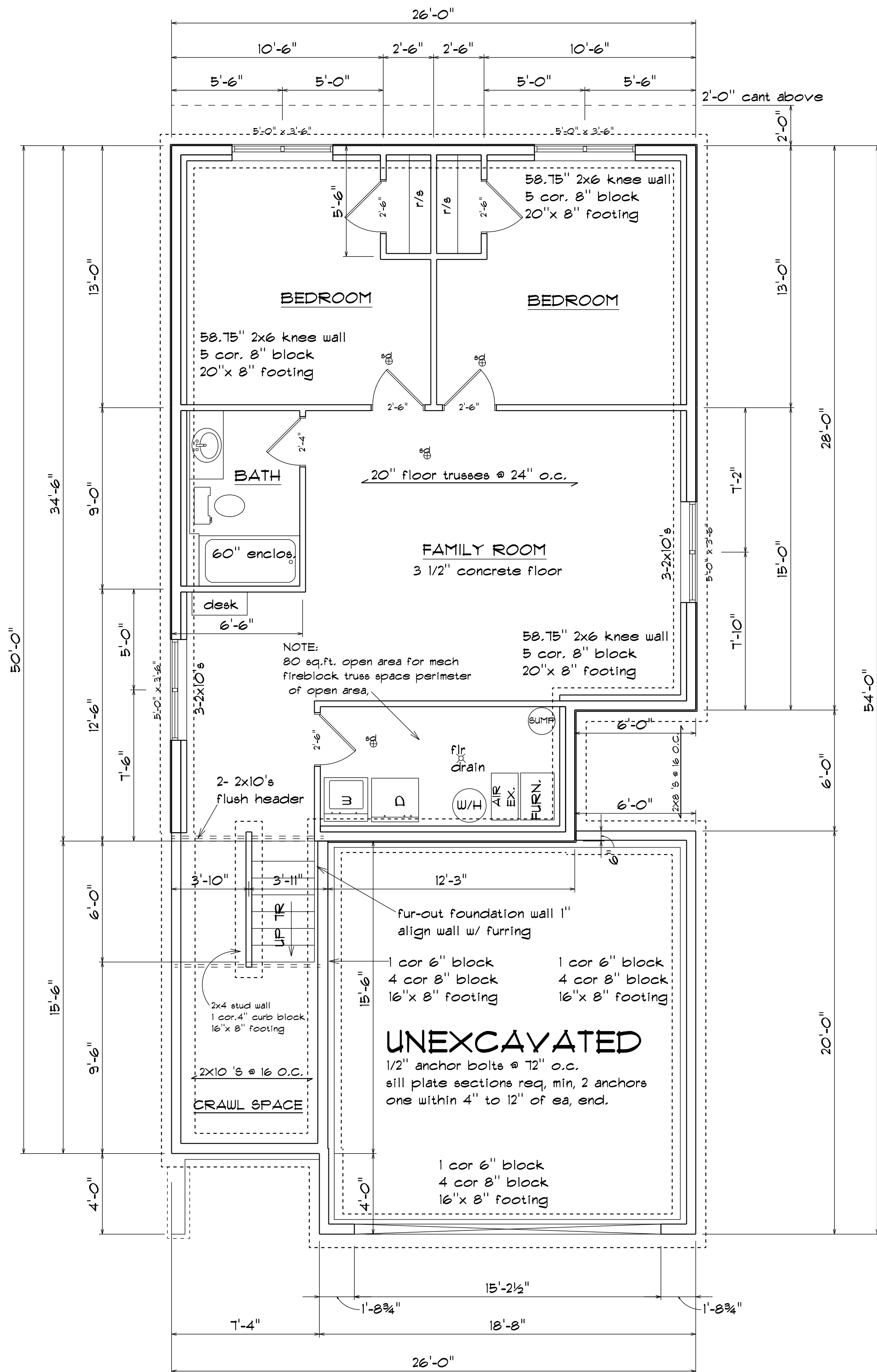
NOTE:
All openings to exterior must be
caulked & flashed, Flashing is req.
where all roof & vertical surfaces meet
or where siding material changes.

Due to various site conditions
of individual lots, the grade lines
represented by this print are for
illustrative purposes only.
They do not reflect actual
finished grade



FRONT ELEVATION opt. 1
scale 1/4" = 1'-0" page 1 of 4

NOTE:
contractor to verify all notes,
conditions, and dimensions, and
be responsible for the same.



Kim Fox

From: Wesley Navara <nawe0501@gmail.com>
Sent: Sunday, November 01, 2020 1:07 PM
To: Kim Fox
Subject: Comments: PID No. 20-28900-00-010

I have two comments for the upcoming hearing on case number 20-28SZP.

1) The increased housing density will no doubt add increased vehicle traffic on Degrio Way. There is already a lot of vehicle traffic through this residential area (residents, car lot, manufacturing facility). What plans, if any, are there to keep the residents, more importantly children of the neighborhood safe from the vehicle traffic?

2) The existing lot is currently covered with dense tree cover. Are there plans to plant new trees to replace the trees that will be removed? A study by the Arbor Day Foundation states the average mature tree removes around 48 pounds of CO2 a year. With climate change being a serious threat, I would like to see plans to plant new trees whether on site or in a remote location.

Thank you,

Wesley
7344 Degrio Way, Inver Grove Heights

CAUTION: This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 9, 2020
 Item Type: Community/Police
 Contact: Lt. John Daniels (651) 450-2466
 Prepared by: Lt. John Daniels
 Police Department
 Reviewed by: Sean Folmar, Commander
 Melissa Chiodo, Chief of Police

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Council is requested to approve the first reading of ordinances amending Title 5 Chapter 4, Section 6 of the current City ordinances 5-4-6 DANGEROUS AND POTENTIALLY DANGEROUS DOG.

SUMMARY:

On October 5, 2020, I met with the Mayor and City Council during a work session where I proposed changes to the Dangerous and Potentially Dangerous Dog City Ordinance. At the request of the Mayor and City Council, I sat down with the City Attorney's Office to develop the attached version 2 of the ordinance. The draft proposal contains stricken language for removal and additional language is underlined.

VERSION 2
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE
5, CHAPTER 4, RELATED TO REGULATION OF DANGEROUS AND
POTENTIALLY DANGEROUS DOGS**

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

Section One. Amendment. Title 5, Chapter 4, Section 6 of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

5-4-6: DANGEROUS AND POTENTIALLY DANGEROUS DOGS:

A. Duties Of Owner Of Potentially Dangerous And Dangerous Dog: A person who owns or keeps a dangerous dog must comply with the requirements of Minnesota Statutes sections 347.50 through 347.565 as may be amended from time to time, and which are adopted and incorporated herein by reference.

B. Designation Of Dog As Dangerous Or Potentially Dangerous: The animal control authority may determine that a dog is a potentially dangerous dog or a dangerous dog. ~~Exclusions in determining dangerous and potentially dangerous dogs.~~ In accordance with Minnesota Statutes section 347.51, subd. 5, a dog shall not be deemed to be a potentially dangerous dog or a dangerous dog if the threat, injury, or damage was sustained by a person: 1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog; 2) who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or 3) who was committing or attempting to commit a crime.

C. Notice of Designation of Potentially Dangerous or Dangerous Dog. The Animal Control Officer shall notify the owner(s) of the dog in writing that the dog has been determined to be potentially dangerous or dangerous. If the dog is determined to be potentially dangerous, the owner shall be informed of the microchip requirements found in Minn. Stat. Sec. 347.515. If the dog is determined to be a dangerous dog, the owner shall be informed of the applicable conditions and requirements imposed by state statute and the City code.

D. Appeal Of Designation: Upon determination by the animal control authority that a dog is a potentially dangerous dog or dangerous dog, the City shall provide notice of this determination and information regarding the right to a hearing concerning the potentially dangerous dog or dangerous dog declaration to the owner of the dog pursuant to

Minnesota Statutes section 347.541, subdivision 3. The notice must include all the information required by Minnesota Statutes section 347.541 subdivision 3.

The notice declaring the dog potentially dangerous or dangerous shall be delivered or mailed to the owner of the dog or served by posting a copy of it at the place where the dog is kept, or by delivering it to a person residing on the property, and telephoning, if possible.

D. Potentially Dangerous Dog; Requirements:

—1.— Potentially dangerous dogs must have a microchip implanted in the dog for identification and the name and microchip manufacturer and identification number of the microchip must be provided to the Animal Control Officer as required by Minn. Stat. Sec. 347.515.

~~Registration: No person may keep a potentially dangerous dog within the City unless the dog is currently registered as provided in this section. Registration must be completed within fourteen (14) days from the owner's receipt of notice of declaration of potentially dangerous dog unless a timely appeal has been filed. The animal control authority shall issue a certificate of registration to the owner of a potentially dangerous dog if the owner presents sufficient evidence of the following.~~

~~— a. Fees: An annual registration fee that shall be included in the City's fee schedule, in addition to the City's licensing fee.~~

~~— b. Leash: No person shall permit a potentially dangerous dog to go outside its owner's property unless secured by a leash no longer than six feet (6') in length, with a responsible person in physical control of the leash.~~

~~— c. Confinement: While on its owner's property, potentially dangerous dogs must be confined to the yard by kennel, fence, or leash. Electronic perimeter fences shall not be allowed for the confinement of potentially dangerous dogs.~~

~~— d. Signs: An owner of a potentially dangerous dogs within the City may be required to display a sign easily readable by the public using the words "Beware of Potentially Dangerous Dog" including a warning symbol to inform children. The determination for whether or not potentially dangerous dog signage is required will be based on the severity and circumstances of the attack prompting the designation.~~

~~— e. Microchip: Proof of implantation of the microchip identification in compliance with State law.~~

~~— 2. Dog Park: Dogs deemed potentially dangerous by this or any other political subdivision are prohibited from obtaining an animal pass for the City's dog park.~~

~~— 3. Inspection: An annual inspection for compliance of the owner's property will be performed by the Police Department.~~

~~It shall be unlawful for the owner of a potentially dangerous dog to fail to comply with the requirements set forth in this section. Any dog found to be the subject of a violation of this section shall be subject to immediate seizure and impoundment in accordance with this chapter.~~

E. Dangerous Dog; Requirements:

1. Registration: No person may keep a dangerous dog within the City unless the dog is currently registered as provided in this section. Registration must be completed within fourteen (14) days from the owner's receipt of notice of declaration of dangerous dog

unless a timely appeal has been filed. The animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence of the following, which are required by Minnesota Statutes sections 347.50 through 347.565:

a. Fees: An annual registration fee that shall be included in the City's fee schedule, in addition to the City's licensing fee.

b. Leash And Muzzle: No person shall permit a dangerous dog to go outside its owner's property unless secured by a leash no longer than six feet (6') in length, with a responsible person in physical control of the leash. The dog must also be muzzled to prevent biting.

c. Confinement: While on its owner's property, dangerous dogs must be confined to the yard by kennel, fence, or leash. Electronic perimeter fences shall not be allowed for the confinement of dangerous dogs.

d. Signs: All owners of dangerous dogs within the City must display a sign easily readable by the public using the words "Beware of Dangerous Dog". In addition, a similar sign is required to be posted on the kennel of such animal. A warning symbol to inform children that there is a dangerous dog on the property must also be displayed. The uniform symbol must be the uniform symbol provided by the Commissioner of Public Safety. The animal control authority will provide the warning symbol for a fee as set forth in the City fee schedule.

e. Microchip: Proof of implantation of the microchip identification in compliance with State law.

f. Notification Of Property Owner: A person who owns a dangerous dog and who rents property from another where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.

2. Dog Park: Dogs deemed dangerous by this or any other political subdivision are prohibited from obtaining an animal pass for the City's dog park.

3. Tag: A dangerous dog must have a standardized, easily identifiable tag identifying the dog as a dangerous dog and containing the uniform dangerous dog symbol affixed to the dog's collar at all times.

4. Sterilization: The owner of a dangerous dog must, at the owner's sole expense, sterilize the dog within thirty (30) days of the dog's designation as a dangerous dog. If the owner does not sterilize the dog, the animal control authority shall seize the dog and have it sterilized at the owner's expense.

5. Surety Bond Or Insurance Policy: The owner of a dangerous dog must provide a surety bond in a form acceptable to the animal control authority, issued by a surety company authorized to conduct business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), payable to any person injured by the dangerous dog or a policy of liability insurance company authorized to do business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), insuring the owner for any personal injuries inflicted by the dangerous dog.

F. Hearing:

1. Right To Hearing: The owner of any dog declared a potentially dangerous dog or dangerous dog has the right to a hearing by an impartial Hearing Officer who may be either an impartial employee of the City or an impartial person retained by the City to conduct the hearing.

2. Fee: The owner of the dog appealing must submit a non- refundable hearing fee as set forth in the City fee schedule at the time of the appeal.

3. Appeal Of Potentially Dangerous Dog Or Dangerous Dog Designation: The owner of a dog designated by the animal control authority as a potentially dangerous dog or dangerous dog must file an appeal of that designation with the office of the animal control authority within fourteen (14) days of receipt of the notice of declaration of potentially dangerous dog or dangerous dog.

4. Hearing Scheduling And Conduct: If the owner properly files an appeal of the potentially dangerous dog or dangerous dog designation, the City must hold a hearing within fourteen (14) days after the owner's request.

5. Evidence And Testimony: At the hearing, the owner of the dog shall have an opportunity to present evidence and testimony to support the appeal of the potentially dangerous or dangerous dog declaration. The Hearing Officer may receive evidence from the animal control authority regarding the initial potentially dangerous or dangerous dog declaration.

~~6. G.~~ Decision: Upon receiving the evidence and testimony, the Hearing Officer shall uphold or rescind the potentially dangerous or dangerous dog declaration. The Hearing Officer shall issue a decision on the matter within ten (10) days after the hearing. The decision must be delivered to the owner by hand delivery or registered mail as soon as practical and a copy must be provided to the animal control authority.

7. Hearing Cost. In addition to the non-refundable hearing fee, if the declaration that the dog is dangerous is upheld by the hearing officer, the actual expenses of the hearing, up to a maximum of one thousand dollars (\$1,000.00) shall be paid by the owner of the dog.

~~The Hearing Officer may elevate the designation from potentially dangerous to dangerous based on evidence presented at the hearing.~~

~~GH.~~ Dangerous Dog And Potentially Dangerous Designation Review: Review of a potentially dangerous dog or dangerous dog designation may be requested annually beginning six (6) months after the dog is declared to be a potentially dangerous dog or one year after the dog is declared to be a dangerous dog. The owner must present evidence to the animal control authority or designee that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the potentially dangerous dog or dangerous dog designation.

~~IH.~~ Notification Of Changes: The owner of a dog designated as a dangerous dog shall notify the animal control authority in writing if the dog has died, is relocated from its current address, or is being given or sold to another person. The notification must be given in writing within thirty (30) days after the change in ownership or location or the dog's death. If requested by the animal control authority, the owner must execute an affidavit under oath setting forth the circumstances of the dog's death and disposition of the dog, or the complete name, address, and telephone number of the person to whom the dog has been transferred, whichever the case may be.

~~IJ.~~ Confiscation And Reclamation Of ~~Potentially Dangerous And Dangerous Dogs:~~ The Police Department may summarily seize and impound a ~~potentially dangerous dog or dangerous dog~~ under the following circumstances:

1. The owner fails to validly register the dog under this section within fourteen (14) days of its designation as a ~~potentially dangerous dog or dangerous dog~~.

2. The owner fails to secure the required liability insurance or surety bond under this section within fourteen (14) days of its designation as a ~~potentially dangerous dog or dangerous dog~~.

3. The owner fails to keep the dog properly confined.

4. The dog is not properly confined or controlled in accordance with the requirements herein, and under physical restraint of a responsible person as required by this section.

5. The owner fails to sterilize the dog within thirty (30) days of its designation as a ~~potentially dangerous dog or~~ dangerous dog.

6. The owner is convicted of a misdemeanor for violating the provisions of this section and the person is charged with a subsequent violation relating to the same dog. If the owner is convicted of the offense for which the dog was seized, the Criminal Court may order destruction of the dog and the owner must pay for the costs of confining and destroying the dog.

7. The owner may reclaim a ~~potentially dangerous dog or~~ dangerous dog by presenting proof of compliance with State law and this section to the animal control authority and payment of all costs associated with the confiscation and confinement of the dog, including the impoundment fee set forth in the City fee schedule and impoundment costs. If the owner does not reclaim the ~~potentially dangerous or~~ dangerous dog within seven (7) days, the animal control authority may dispose of the dog and the owner is liable to the animal control authority for the costs incurred in confining and disposing of the dog.

JK. Destruction Of The Dog In Certain Circumstances: The animal control authority or its designee may destroy a dog in a proper and humane manner if the dog:

1. Inflicted substantial or great bodily harm on a human on public or private property without provocation;

2. Inflicted multiple bites on a human on public or private property without provocation;

3. Bit multiple human victims on public or private property in the same attack without provocation; or

4. Bit a human on public or private property without provocation in an attack where more than one dog participated in the attack.

The animal control authority must provide the owner of the dog an opportunity for a hearing before an impartial decision maker. The exemptions set forth in section [5-4-12](#) of this chapter apply to this provision. (Ord. 1367, 4-8-2019, eff. 5-1-2019)

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

Request for Council Action

Consider First Reading of Ordinance Amending Title 9, Chapter 2 Related to the Fire Prevention Code

Meeting Date: November 9, 2020
 Item Type: Fire Department
 Contact: Jeff Schadegg, Fire Marshal
 Prepared by: Jeff Schadegg, Fire Marshal
 Reviewed by: Judy Thill, Fire Chief
 Bridget Nason, City Attorney

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Title 9, Chapter 2 of the City Code, known as the “Fire Prevention Code” contains various provisions related to fire prevention within the City. The Code has not been updated in many years, and many provisions are outdated and need to be amended to reflect current State Fire Code provisions and practices. In addition, the language related to limitations for outdoor storage of flammable/combustible liquids needs to be updated to reflect existing Fire Code references and to reflect existing storage practices. Finally, the Fire Code references are updated to reflect the current (2020) version of the Minnesota State Fire Code.

SUMMARY

The Council is asked to consider the first reading of the attached Ordinance Amending Title 9, Chapter 2, Related to the Fire Prevention Code.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE
9, CHAPTER 2 RELATED TO FIRE PREVENTION CODE**

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

Section One. Amendment. Title 9, Chapter 2, of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

9-2-1: ADOPTION OF CODE:

The ~~Minnesota uniform fire code~~ 2020 Minnesota State Fire Code, as adopted pursuant to Minnesota statutes section 299F.011 and 326B.02, subd. 6, is hereby adopted as the fire code for the city for the purpose of prescribing regulations governing conditions hazardous to life or property from fire, hazardous materials or explosion. The provisions of the ~~Minnesota uniform fire code~~ 2020 Minnesota State Fire Code, except as modified or amended by this chapter, are hereby adopted by reference and made a part of this chapter as completely as if fully set forth herein. One copy of this code shall be marked as the official copy and shall be on file in the office of the fire marshal. (1974 Code § 905.01)

9-2-2: DEFINITIONS:

A. Whenever the word "jurisdiction" is used in the Minnesota ~~State uniform Fire e~~Code, it shall mean the city of Inver Grove Heights.

B. Whenever the term "this code" is used in the Minnesota ~~State uniform Fire e~~Code or this chapter, it shall mean the 2020 Minnesota State Fire Code adopted pursuant to this chapter.

~~C. Whenever the term "chief" or "chief of the fire department" or "chief engineer" is used in the Minnesota uniform fire code, it shall mean the fire marshal of the city of Inver Grove Heights or his authorized representative(s).~~

~~CD.~~ "Bulk storage of liquefied petroleum gases" shall mean containers having an individual or aggregate water capacity greater than two thousand (2,000) gallons. (1974 Code § 905.05)

9-2-3: AMENDMENTS:

The ~~Minnesota uniform fire code~~Minnesota State Fire Code is amended as follows: ~~(2008 Code)~~

Section 2.103 is amended to read as follows:

—

~~Section 2.103 A fire prevention bureau is established within the city under the direction of the fire marshal and shall consist of the temporary fire inspector and any fire department personnel as may be assigned to it by the fire chief. The function of the fire prevention bureau shall be to assist the chief in the administration and enforcement of the provisions of the fire code.~~

~~Section 2.104 is deleted.~~

Section 4.103 is amended to read as follows:

~~Section 4.103 Applications for permits shall be made to the fire prevention bureau in such a form and detail as prescribed by the fire marshal. Applications shall be accompanied by such plans as required by the fire marshal.~~

—

Section 4.108 is amended to read as follows:

Section 4.108

~~(a) A permit shall be obtained for the following activities, operations, practices or functions:~~

- ~~—Fireworks as described in f.2~~
- ~~—Liquid or gas fueled vehicles or equipment in assembly buildings as described in 1.2~~
- ~~—Mall, covered as described in m.2~~
- ~~—Open burning as described in o.2~~
- ~~—Spraying and dipping as described in s.1~~
- ~~—Installation and alteration of fire protection systems~~
- ~~—Installation and alteration of fire alarm systems~~
- ~~—Installation and removal of flammable and combustible liquids storage tanks~~
- ~~—Permanent fire rings~~
- ~~—Recreational fires~~
- ~~—Ventilation system cleaning~~

—

~~—(b) Permit fees shall be as established by resolution of the city council.~~

Section 105.6.32 is amended to read as follows:

Section 105.6.32 Open Burning and Recreational Fires. An operational permit is required for kindling or maintaining of an open fire or a fire on any public street, alley, road or other public or private ground. Instructions and stipulations of the permit shall be adhered to.

A permit must be obtained for recreational fires and to construct and use a recreational fire ring. A permit is not required for use of a portable outdoor fireplace or permanent outdoor fireplace.

Section 105.6 is amended adding Section 105.6.51 Kitchen Hood and Ventilation System Cleaning to read as follows:

Section 105.6.51 Kitchen Hood and Ventilation System Cleaning. A permit is required to clean kitchen hoods, duct, fans and appurtenances.

Section ~~10.201~~503.1 is amended to read as follows:

Section ~~10.201~~503.1 Fire apparatus access roads "fire lanes" shall be provided and maintained in accordance with ~~this division~~Sections 502.1.1 through 503.1.3 and city code title 6, chapter 2, "Fire Lanes".

Section ~~10.207 (a)~~503.3 is amended to read as follows:

Section ~~10.207 (a)~~ 503.3.1 (a) Marking Of Fire Lanes. The marking of fire lanes shall be in accordance with this section and title 6, chapter 2 of the Inver Grove Heights city code.

Section ~~10.301~~505.2 is amended adding subsection ~~(e)~~505.2.1 to read as follows:

Section ~~10.301 (e)~~505.2.1 Private street or road signs shall be brown with white lettering and of a style consistent with city street signs.

~~—Section 10.301 is amended adding subsection (d) to read as follows:~~

~~—Section 10.301 (d) The name, address and phone number of the owner and their managing agents must be conspicuously displayed in an approved manner at the entrance to apartment houses.~~

Section ~~10.302~~5061 is amended by adding a second paragraph to read as follows: Key boxes shall be installed in accordance with the manufacturers recommendations and fire and life safety division ~~prevention bureau~~ policy.

Section ~~10.506~~903.4.2 is amended adding subsection ~~(e)~~903.4.2.1 to read as follows:

~~—Section 10.506 (e) Other System Requirements.~~

~~1. An approved horn light shall be provided directly above all fire department connections and shall operate with water flow of all risers or systems it serves.~~

~~—2. An approved detector check valve with meter by pass capability shall be provided on all fire protection systems. A meter may be required by the fire marshal when it is suspected that there may be a leak or unauthorized use of water from the system. Water used in the extinguishment of a fire shall be free of charge. Water used in excess of 1,000 gallons annually for reasons other than fire extinguishment or accidental discharge shall be billed to the owner or occupant of the premises protected by such system. Under no circumstances shall connections be made to a sprinkler system for reasons other than fire extinguishment or system testing.~~

~~—3. When a building is normally occupied interior audible/visual alarms are required to warn occupants that the fire protection system has operated.~~

~~—4. When a building has an interior fire alarm system a water flow condition shall also activate the fire alarm system. A nonwater flow alarm must not activate the exterior horn light above fire department connection(s).~~

~~—5. When a fire protection system is served by a combined main with the domestic water supply there shall be an approved indicating valve on both sides of the check valve.~~

Section 903.3.5 is amended adding subsection 903.3.5.3 to read as follows:

903.3.5.3 Check Valve/Backflow Prevention Isolation. There shall be an approved indicating valve on both sides of each check valve/backflow prevention device.

Section 903.3.5 is amended adding subsection 903.3.5.4 to read as follows:

Section 903.3.5.4 Detector check valves and backflow prevention devices shall either have a meter or have meter by-pass capability. A meter may be required by the fire code official when it is suspected that there may be a leak or unauthorized use of water from the system. Water used in the extinguishment of a fire shall be free of charge. Water used in excess of 1,000 gallons annually for reasons other than fire extinguishment or accidental discharge shall be billed to the owner or occupant of the premises protected by such system. Under no circumstances shall connections be made to a sprinkler system for reasons other than fire extinguishment or system testing.

Section 903.3.5 is amended adding subsection 903.3.5.5 to read as follows:

Section 903.3.5.5 All connections to public or private fire service mains for fire protection systems shall be controlled by an approved yard post indicating valve, wall post indicating valve or valves located in a fire sprinkler control room with an exterior door. Exception: 1) Valves controlling water supplies to NFPA 13D Systems

Section 607.3.3 is amended by adding a paragraph to read:

The fire marshal may specify cleaning rather than inspection and the owner of the system may choose to clean the system at approved intervals instead of inspecting the system and then cleaning.

Section 607.3.3.2 is amended to read as follows:

Section 607.3.3.2 Grease Accumulation. If during inspection it is found that hoods, grease-removal devices, fans, ducts or other appurtenances have an accumulation of grease, the entire system must be cleaned to bare metal.

Section ~~10.513~~607.3.3 is amended adding subsection ~~(g)~~ 607.3.3.5 to read as follows:

Section ~~10.513~~(g)607.3.3.5 Ventilation System Cleaning Permit and Cleaning Inspection.

1. Prior to cleaning hoods, grease removal devices, fans, ducts, and other appurtenances a permit shall be obtained from the fire and life safety division prevention bureau.

2. Upon completion of each job, the contractor shall notify the fire marshal and request that an inspection be made prior to leaving the job site.

3. Permit fees shall be as established by resolution of the city council.

Section ~~11.203 (a)~~ 307.1.1 is amended to read as follows:

Section ~~11.203~~ 307.1.1 (a) General. Open burning shall be prohibited except as follows:

(1) Recreational fires burning clean wood only in an approved permanent recreational fire ring, permanent outdoor fireplace, or portable outdoor fireplace. when in accordance with 11.204.

(2) Fires purposely set for instruction and training of public and industrial fire fighting personnel.

(3) Fires set for elimination of a fire hazard which cannot be abated by any other practical means.

(4) The burning of trees and, brush, ~~grass and other vegetative matter~~ in the clearing of land, the maintenance of land and street, road and highway right of way, ~~and in acceptable agricultural land management practices.~~

(5) The burning of grass and other vegetative matter for prairie land restoration and in acceptable agricultural and land management practices with an approved prescribed burn plan.

~~Section 11.203 (c) is deleted.~~

Section ~~11.204 (e)~~ 307.3 is amended adding a second paragraph to read as follows: If the chief determines that the event for which the fire has been ignited constitutes a hazardous condition, is creating a nuisance, minors are consuming alcohol, there is not adequate adult supervision, or participants are unruly, the chief may order that the fire be immediately discontinued.

Section 307 is amended adding subsection 307.4.4 to read as follows:

Section 307.4 Permanent Outdoor Fireplace. Permanent outdoor fireplaces must be built in an approved manner, shall be used in accordance with the manufacturer's instructions and shall not be located within 15' of a structure or combustible material.

Section 307 is amended adding subsection 307.4.5 to read as follows:

Section 307.4.5 Spark Control. Permanent outdoor fireplaces and portable outdoor fireplaces located within 25' of structures or combustible materials must be equipped with covers, screens, or other approved methods to limit sparks and embers from escaping. Spark control equipment must be maintained in good condition and must be in place during use.

Section ~~11.204~~ 307 is amended adding subsection ~~307.4.6 (f)~~ to read as follows:

Section ~~11.204 (f)~~ 307.4.6 Permanent Fire Ring Construction. Permanent fire rings must be constructed as follows:

1. Permanent fire rings must be constructed of concrete, steel or other approved noncombustible materials.

2. Permanent fire rings must be at least 25 feet away from a structure or combustible material and conditions which could cause the spread of fire to within 25 feet of a structure must be eliminated.

3. Permanent fire rings must extend at least 6 inches below ground and extend at least 6 inches above ground.

4. The area around a permanent fire ring must be cleared of all grass and vegetation for at least five feet.

Section 307 is amended to add subsection 307.6 to read as follows:

Section 307.6 Restrictions.

No person may start a fire without first checking to see what the fire danger and burning restrictions are within the city. See City open burning and recreational fire policies for details.

Open burning is not allowed when the fire danger is high, very high or extreme

Recreational fires are not allowed when the fire danger is very high or extreme.

Fires in permanent and portable outdoor fireplaces without spark protection are not allowed when the fire danger is very high or extreme.

Fires in permanent and portable outdoor fireplaces with spark protection are not allowed when the fire danger is extreme.

The Fire Chief may impose additional burning restrictions when conditions make it unsafe for open burning and/or recreational fires within the City of Inver Grove Heights.

Appendix ~~O-H-G~~, "Fires Or Barbecues On Balconies Or Patios", is adopted as part of this code and shall be enforced as such.
(1974 Code § 905.09)

9-2-4: LIMITS FOR STORAGE OF CERTAIN HAZARDOUS MATERIALS:

A. Storage of flammable or combustible liquids in outside aboveground tanks is prohibited. ~~The limits referred to in section 79.501 and 79.1001 of the Minnesota uniform fire code in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited are hereby established as follows: in all~~ All zoning districts except ~~that the storage of flammable or combustible liquids in aboveground storage tanks is permitted as follows:~~

1) ~~in the~~ I-2 zoning districts; ~~and~~

2) ~~in the~~ A, B, P and I-1 zoning districts, one approved tank not exceeding a five hundred (500) gallons' individual capacity or two (2) tanks in an approved dual tank system not exceeding one thousand (1,000) gallons' aggregate capacity, ~~in a special tank enclosure, complying with section 79.902(c) and installed in accordance with appendix H-F; and~~

3) in the Sand and Gravel Overlay zoning district pursuant to an approved conditional use permit for an asphalt plant when there is an adequate water supply for fire protection and tanks and loading racks are protected in an approve manner.

B. Bulk storage of liquefied petroleum gases and flammable cryogenic fluids is prohibited in all zoning districts except the I-2 Zoning District. ~~The limits in which bulk storage of liquefied petroleum gases is prohibited are hereby established as follows: all zoning districts except I-2 zoning districts.~~

C. Storage of explosives and blasting agents is prohibited in all zoning districts. ~~The limits referred to in section 77.107 of the Minnesota uniform fire code in which storage of explosives and blasting agents is prohibited are hereby established as follows: all zoning districts.~~

(1974 Code § 905.07)

9-2-5: ENFORCEMENT:

The code hereby adopted shall be enforced by the fire marshal or ~~his~~their authorized representative(s).

(1974 Code § 905.03)

9-2-6: APPEALS:

Pursuant to Minnesota statutes section 299F.011, subdivision 5a, a board of appeals is hereby established for the city. The board of appeals shall consist of the city council and shall also include the chief of the fire department who shall serve as an ex officio member. The board of appeals shall consider issues related to disapproval of an application or permit issuance, claims of misapplication or misinterpretation of this code, or requests for variances from orders issued under this code. Requests for appeals shall be made within thirty (30) days of the date of decision of the fire marshal or the issuance of orders.

(1974 Code § 905.11)

9-2-7: VIOLATION; PENALTIES:

Any person who violates any of the provisions of this code, or builds in violation of any certificate or permit issued under this code, or builds in violation of plans or permit issued under this code, or builds in violation of plans or detailed statement of specifications submitted and approved under this code, or violates any order made pursuant to this code, and from which no appeal has been taken, or who fails to timely comply with an order affirmed or modified by the city council or by a court of competent jurisdiction, for each violation, shall severally be guilty of a misdemeanor punishable by a fine and/or by imprisonment as set forth in title 1, chapter 4 of the city code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

(1974 Code § 905.13)

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider First Reading of Ordinance Amending Title 9, Chapter 1 Related to the State Building Code

Meeting Date:	November 9, 2020		Fiscal/FTE Impact:
Item Type:	Community Development/Building Inspections	☒	None
Contact:	Steve Johnson, Chief Building Official	☐	Amount included in current budget
Prepared by:	Steve Johnson, Chief Building Official	☐	Budget amendment requested
Reviewed by:	Bridget Nason, City Attorney	☐	FTE included in current complement
		☐	New FTE requested – N/A
		☐	Other

PURPOSE/ACTION REQUESTED

Title 9, Chapter 1 of the City Code, related to the State Building Code, contains various provisions related to the state building code. The City Code has not been updated in many years, and several provisions are outdated and need to be amended to reflect current (2020) State Building Code provisions and practices. This ordinance makes several “housekeeping” changes to the City Code provisions related to the City’s adoption and enforcement of Minnesota State Building Code.

SUMMARY

The Council is asked to consider the first reading of the attached Ordinance Amending Title 9, Chapter 1, Related to the State Building Code.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE
9, CHAPTER 1, SECTION 1 RELATED TO THE STATE BUILDING CODE**

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

Section One. Amendment. Title 9, Chapter 1, Section 1 of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

9-1-1: STATE BUILDING CODE:

A. Adoption Of Code: The 2020 Minnesota state building code, as adopted by the Commissioner of Labor and Industry and established pursuant to Minnesota statutes, Chapter 326B, including all of the amendments, rules and regulations established, adopted, and published from time to time by the Minnesota Commissioner of Labor and Industry, through the Building Codes and Standards Unit ~~sections 16B.59 to 16B.75~~, is hereby adopted as the building code for the city, with the exception of the optional chapters, unless specifically adopted in this Chapter. The Minnesota state building code is hereby incorporated in this chapter as completely as if fully set out herein. A copy of the Minnesota state building code shall be kept available for public use in the office of the chief building official.

~~—B.— Optional Appendices: As authorized by Minnesota rule part 1305.0020, subpart 2, the following appendix chapters of the uniform building code are hereby adopted without change and incorporated as part of the building code for the city: Appendix chapter 31, division II, "Membrane Structures".~~

~~CB.~~ Special Fire Protection Systems: As authorized by Minnesota rules ~~part 1306.0100, subpart 2, 1306.0010,~~ the sprinkler system requirements of Minnesota rules parts 1360.0100, subpart 3 1306.0030 and 1306.0020, subpart 2, ~~with the exception of item 8,~~ are hereby adopted without change and incorporated as part of the building code for the city.

~~DC.~~ Procedures And Administration: The application, administration, and enforcement of the building code shall be in accordance with Minnesota rules ~~part 1300.2100 1300.0010~~ and as modified by Minnesota rules chapter 1305. (1974 Code § 400.01)

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk