

Inver Grove Heights City Council

Meeting via Zoom

Monday, November 23, 2020 at 7:00 p.m.

A G E N D A

NOTICE TO RESIDENTS: If you are interested in participating on **Item 6. 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 23, 2020, will be provided to the Council at or before the November 23, 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.** i. Minutes from the October 12, 2020 City Council Meeting.
ii. Minutes from the October 26, 2020 City Council Meeting.
- B.** Disbursements for Period Ending November 18, 2020.
- C.** Consider Approval of Personnel Actions.
- D.** Consider Resolution Approving Correspondence Related by application by SKB Environmental Inc. for a Certificate of Need for the SKB Rich Valley Landfill.
- E.** Consider Resolution Approving Grant Contract for 2021 Dakota County Community Waste Abatement Grant Program Funds.
- F.** Consider Resolution Conveying 1805 60th Street Property to the IGH EDA.
- G.** Consider Approval of Bids for Heritage Village Park Phase III Improvements Utilizing MN DEED Grant Funding.
- H.** Consider Proposal from WSB to Assist City in MN DNR Outdoor Recreation Grant for Heritage Village Park Phase IV Improvements.
- I.** Consider Proposal from Jim Roe Museum Planning for Heritage Village Park Historical Interpretation Planning.
- J.** Consider Pay Request #5 (Final) to Dahn Construction - Heritage Village Park Phase II - City Project 2017-07.
- K.** Consider approval establishing Saturday, December 5th from 9 a.m. to 12:00 noon as the date and time for a Leadership Summit Meeting with Current Council, Council Members elect and all department heads to be held at the VMCC Community Room #3.

- L.** Resolutions Establishing Utility Rates for 2021.
- M.** Consider Resolution Receiving Feasibility Report for City Project No. 2015-19 Northwest Area (NWA) Robert Watershed Corridor.
- N.** Consider Resolution Accepting IPO No. 27A from Kimley-Horn and Associates, Authorizing Preparation of Feasibility Report and Preliminary Design Services, Receiving Appraiser's Benefit Analysis Services Proposal, and Authorizing Land Acquisition Services for City Project No. 2016-09F - Carleda Way Area Improvements.
- O.** Consider Pay Voucher No. 4 for City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements.
- P.** Consider Pay Voucher No. 5 for City Project No. 2019-09D - 64th Street Area Improvements.
- Q.** Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2019-09F - Carter Path and Court Mill and Overlay.
- R.** Consider Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2019-18 - Public Works Maintenance and Cold Storage Buildings Roof Replacement.
- S.** Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2020-07 - River Road Culvert Repair.
- T.** Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2020-08 - Old Concord Boulevard Washout Repair.
- U.** Consider a Resolution Authorizing Preparation of Feasibility Report and Receiving Amended Proposal from Wenck Associates, Inc. for City Project No. CP 2021-03 NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034.
- V.** Approve a Resolution relating to Conditional Use Permit for a drive-thru restaurant for the property located at 1322 Mendota Road (Southridge Shopping Center). VANSOUTH LIMITED PARTNERSHIP - CASE NO. 20-39CUP.
- W.** Approve a Resolution relating the Final Plat, Final PUD Development Plan, Development Agreement, and related documents for the plat of The Crossings at Inver Woods. Property located at 1462 80th Street (TITAN LAND).
- X.** Consider Approval of Professional Services Agreement.
- Y.** Consider acceptance of donation to Police Department and Fire Department in the separate amount of \$1,000 each to be directed to fire department's equipment fund and the police department's K-9 fund.
- Z.** Consider awarding the purchase of a Positive Pressure Fan to Municipal Emergency Services, Inc. (MES) for \$5,659.

5. Public Hearing

- A.** Continue Public Hearing to Consider Ordering Project, Receiving Feasibility Study, and Authorizing Acquisition of Easements for City project 2021-01 - NWA Trunk Utility Improvements for Future Projects of Argenta Trail (CPN 2016-04), (CPN 2016-05) and 70th Street (CPN 2015-08).

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

Community Development

- A.** Consider Second Reading of an Ordinance Amending Title 8, Chapter 6, Related to Solid Waste Collection and Disposal.

Fire

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

Building

- C.** Consider Second Reading of Ordinance Amending Title 9, Chapter 1 Relating to the State Building Code.

Police

- D.** Consider Second Reading of Ordinance Amending Title 5, Chapter 4, Section of the current City Ordinance 5-4-6 Dangerous and Potentially Dangerous Dog.

Finance

- E.** Approve Final Allocations of CARES Allotment per Spending Plan
- F.** Consider Resolution Awarding Sale of G.O. Improvement Refunding Bonds 2020A.

Legal

- G.** Continued meeting pursuant to Minnesota Statutes Section 13D.05, subdivision 2(b) for preliminary consideration of allegations or charges against an individual subject to council authority.
 - 1. Consider Acceptance of Investigative Report.
 - 2. Consider discipline against employee.

(Note: Council will be asked to continue this item to a meeting date in December).

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 MEETING
MONDAY, OCTOBER 12, 2020 - 7:00 P.M. - 8150 BARBARA AVENUE**

In Person Meeting and via Zoom (Hybrid Meeting)

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, October 12, 2020, both in person and via Zoom Video Conferencing (Hybrid Meeting). Mayor Tourville called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present in Person: Mayor Tourville, Council Members: Piekarski Krech, Bartholomew, Perry, and Dietrich; City Administrator Lynch, Parks and Recreation Director Carlson, and City Clerk Kiernan. Present Via Zoom Video Conferencing: Technology Manager Gade, City Attorney McCauley Nason, Public Works Director Thureen, Community Development Director Rand, Assistant City Engineer Dodge, City Planner Hunting, City Engineer Kaldunski, Finance Director Hove, and Fire Chief Thill. Peter Stalland, Titan Land LLC.; Jason Aarsvold, Ehlers, Inc.; Ian Peterson, Watermark; Clark Wicklund, Alliant Engineering, Mark Welch, Fluor Corporation; and Adam Colon.

3. PRESENTATIONS:

There were no presentations.

4. CONSENT AGENDA:

- A.**
 - i. Minutes from the September 8, 2020 City Council Meeting.
 - ii. Minutes from the September 14, 2020 City Council Meeting.
- B.** Disbursements for Period Ending October 7, 2020. **Resolution 2020-207**
- C.** Consider Approval of Rental Licenses.
- D.** Consider Approval of Personnel Actions.
- E.** Set General Election Canvass Meeting for Friday, November 13, 2020 at 8:00 a.m.
- F.** Consider Approving a **Resolution 2020-208** Appointing Election Judges for the Minnesota State General Election.
- G.** Consider Approving City Group Insurance Plans, Rates and Proposed Contribution Requests.
- H.** Approve a **Resolution 2020-209** relating to a Variance to allow a porch addition 15 feet from the rear property line whereas 30 feet is required for property located at 10887 Alberton Court. (Adam Colon - Case No. 20-30V).
- I.** Approve a **Resolution 2020-210 and 2020-211** relating to Conditional Use Permit Amendment to modify the approved site plans for the properties at 1055 50th Street and 1111 50th Street. (John Grotkin - Case No. 20-31 CUP & 20-32 CUP).
- J.** Consider Replacement of VMCC Water Softener Unit.
- K.** Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 5641 Babcock Trail.
- L.** Consider a **Resolution 2020-212** Scheduling a Public Hearing for City Project No. 2021-01 - NWA Trunk Utility Improvements for Future County Projects of Argenta Trail (CPN 2016-05) and 70th Street (CPN 2015-08).
- M.** Consider **Resolution 2020-213** Accepting Proposal for Stormwater Review Services from Barr Engineering for the Babcock Trail Apartments Project (5590 Babcock Trail).
- N.** Consider a **Resolution 2020-214** Receiving and Accepting the Final Geotechnical Report from Element Materials Technology for the Pavement Management Program.

- O.** Consider **Resolution 2020-215** Accepting Quotes and Awarding Potholing and Geotechnical Testing Contracts for City Project Nos. 2022-09D and 2023-09D – Dawn Way South and North Neighborhood Street Improvements.
- P.** Consider **Resolution 2020-216** Accepting Quotes and Awarding Potholing and Geotechnical Testing Contracts for City Project No. 2021-09D – Bryant Lane Area Improvements.
- Q.** Consider **Resolution 2020-217** Establishing Parking Restrictions on Austin Way within the Scenic Hills subdivision.
- R.** Consider Appointment of Board Member the Eagan-Inver Grove Heights watershed Management Organization (E-IGHWSMO).
- S.** Schedule Public Hearing on Development Fees.
- T.** Schedule Public Hearing on City Host Approval. **Resolution 2020-218**
- U.** Approve Contract with Beth Holmes for Parks & Recreation Brochure.

Councilmember Dietrich requested pulling Agenda Items, 4E, 4P, and 4Q for further discussion.

Motion by Bartholomew second by Perry to approve the Consent Agenda with the exception of Agenda Items 4E, 4P, and 4Q.

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

Agenda Item 4E. Set General Election Canvass Meeting for Friday, November 13, 2020 at 8:00 a.m.

Councilmember Dietrich asked for the location. City Clerk Rebecca Kiernan responded City Hall Council Chambers.

Motion by Piekarski Krech second by Perry to approve Agenda Item 4E. Set General Election Canvass Meeting for Friday, November 13, 2020 at 8:00 a.m.

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

Agenda Item 4P. Consider Resolution 2020-216 Accepting Quotes and Awarding Potholing and Geotechnical Testing Contracts for City Project No. 2021-09D – Bryant Lane Area Improvements.

Councilmember Dietrich requested history about how this moved up the list ahead of others. Public Works Director Scott Thureen responded after discussions with residents, it was their desire to move it up. He proposed moving it forward with the CIP.

Motion by Dietrich second by Bartholomew to approve Agenda Item 4P. Consider Resolution 2020-216 Accepting Quotes and Awarding Potholing and Geotechnical Testing Contracts for City Project No. 2021-09D – Bryant Lane Area Improvements.

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

Agenda Item 4Q. Consider Resolution 2020-217 Establishing Parking Restrictions on Austin Way within the Scenic Hills subdivision.

Councilmember Dietrich stated she had not heard from residents about this item and asked if anyone else had. Councilmember Piekarski Krech responded this has not been built yet.

Motion by Dietrich second by Perry to approve Agenda Item 4Q. Consider Resolution 2020-217 Establishing Parking Restrictions on Austin Way within the Scenic Hills subdivision.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:

A. Public Hearing to Consider Adopting Resolution Approving Property Tax Abatement Agreement with Titan Land LLC. Resolution 2020-219

Community Development Director Heather Rand stated Titan Land LLC., is interested in developing a 152-unit apartment building (multi-family) on 1462-80th Street, directly across from the new Assisted Living Facility. Estimated project value exceeds \$22 million dollars. She stated the development fees for water/sewer connections and Park Dedication fees for a multi-family building in the northwest area are high at approximately \$2.7 million dollars. The Developer requests financial assistance from the City in the amount of \$2.4 million dollars. She stated in the spring, Council approved a new Financial Assistance Application Review process. The Developer must submit a formal application for financial assistance. The Developer shared their Performa data.

She stated as part of the process, Council approved hiring Financial Advisor, Ehlers Financial, to look at the financial assistance applications. Ehlers does a comparison to other projects of similar size, scope, construction materials, and amenities, and determines how the budget looks. She stated that Ehlers prepared a financial review analysis of the application that was presented at the City Council meeting on September 14th. At that time Staff recommended the City Council approve, on a preliminary basis, a term sheet that would allow the Developer to realize up to \$1.6 million dollars, property tax abatement, for up to 11 years depending on how the property is valued by the County Assessor. At the September 14th meeting Council authorized Staff to publicize a Public Hearing for transparency and citizen input. She stated at the close of the Public Hearing, Staff recommended approval of the Tax Abatement Agreement with Titan Land LLC. for the following reasons:

- There is strong evidence a financing gap in the Performa for this Developer exists due to the extraordinary costs of Developer fees for multi-family buildings in the northwest area.
- After researching, they are aware of the fact that this Developer has a wonderful track record.
- There is great market demand for market rate housing like this with high amenities.
- Excited about what that may mean with respect to the future of the Community.
- This type of financial assistance at a very limited basis through the Tax Abatement Agreement. If not approved by the Council this project would not move forward.

She stated the Developer, Peter Stalland, is on the phone for questions as well as Mr. Jason Aarsvold from Ehlers who prepared the Financial Assistance Analysis, the Term Sheet, and the comparison of fees.

Peter Stalland, Titan Land, thanked the Mayor, City Council, and Community Development Director for the time spent on this. It was critical to move forward with the project. He stated the northwest area fees are in excess of other municipalities in the metro. He has worked with City Planner Allan Hunting for years to get a project going in Inver Grove Heights. This property is the perfect spot. The Tax Abatement Agreement and process would allow them to move forward. If approved, construction would begin in 2020.

Councilmember Bartholomew stated \$1.6 million dollars was a large number. He requested hearing the true risk and if the project bears the risk. Community Development Director Rand responded one of the greatest risks they have is not supporting a project like this with the fees for a multi-family

project. If the project moves forward, but gets put on hold, the Developer isn't receiving the tax abatement on the front end, but are paying over \$2.7 million dollars in fees. They would not be able to walk away from the project once construction commences. There are also City escrows.

Jason Aarsvold, Ehlers, stated the tax abatement in the agreement is only abating the increase in taxes. The Developer would be paying fees up front and in return will get a note from the City that states in return they owe \$1.6 million dollars. The City only needs to pay that from the taxes generated from the new project. It is only the increase in property taxes as a result of the new project. Existing taxes being paid on the property will be paid as they always have. He stated all the risk is on the Developer. Once built, they would receive a rebate annually of their property taxes for 11 years. It is structured as a pay as you go.

Councilmember Piekarski Krech stated this was an appropriate area to build and looks forward to the number of construction jobs this will bring to the City. She commented she could go along with the tax abatement because they are not losing anything and gaining rooftops. Councilmember Bartholomew agreed stating another point would be the density and velocity of commerce in the area that is desperately needed as well as the jobs with construction of the project.

Motion by Piekarski Krech second by Bartholomew to close the Public Hearing at 7:18PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Perry to approve Public Hearing to Consider Adopting Resolution 2020-219 Approving Property Tax Abatement Agreement with Titan Land LLC.

Ayes: 5

Nays: 0 Motion carried.

B. Public Hearing to Consider Resolution Adopting the Final Assessment Roll for the 2020 Pavement Management Program, City Project No. 2019-09C - Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail). Resolution 2020-220

Assistant City Engineer Steve Dodge gave the following presentation on the Cahill Avenue Mill and Overlay project for Concord Boulevard to Inver Grove Trail, City Project No. 2019-09C. This includes Cafferty Court and a small portion of Old Concord Boulevard.

Total Project Costs:

- Street \$442,233
- Storm \$112,802
- Sewer & Water \$88,560
- Overall cost: \$643,595

Total Project Funding:

- Pavement Management Fund \$308,041
- Assessments \$246,766
- Water & Sewer Fund \$88,560
- Total: \$643,595

Special Assessments:

- Assessments came under by 37% due to project cost savings.
- A general assessment special benefit was performed. An adjustment cap was set of \$1.00 per square foot for business properties. (Non single-family).

- The range determined for square foot assessments range between .04 cents and .33 cents. Depends on front footage.
- The proposed assessment is much less than the per policy assessment due to caps provided by the Independent Appraiser for special benefit. \$246,766.
- Portion of right of way along MnDOT property, Cahill and Trunk Highway 52. Unable to access directly. The City is picking up a portion of the assessment.
- Proposed assessment term is 5 years at 3.15%.

Payment of Assessment:

- 30 days to pay in full or payments due with 2021 taxes.
- 3.15% interest rate.
- Interest accrues from date of levy or as otherwise guided by Council.
- 5-year term.

Deferred Assessments (Income-Based):

- 65 years or older.
- Active Military.
- 100% Disability.

Project Schedule:

- Construction began: May 2020.
- End of Construction: August 2020.
- Assessment Hearing to be held: October 12, 2020.

Assistant City Engineer Dodge stated consideration needs to taken for an assessment objection for the Short property. Mayor Tourville stated the objection is from Chris and Barbara Short with property identified as 0010 map #9.

Motion by Perry second by Piekarski Krech to receive the letter of objection from Chris and Barbara Short.

Ayes: 5

Nays: 0 Motion carried.

Assistant City Engineer Dodge stated Council would need to open and hold the Assessment Hearing and then pass the Resolution adopting the final assessment roll at the term and rate described. When COVID-19 occurred, Council considered reducing the rate by 1% in order to make accommodations.

Mayor Tourville asked if the concerns by Chris and Barbara Short have been addressed. Assistant City Engineer Dodge responded Staff was in contact with the Short's until the preliminary hearing was held. At that point it came down to the \$4,000 assessment amount. He stated the Short's have said they wanted to seek legal advice. There has been no contact from them since the objection letter was received. Mayor Tourville stated there is no address and the claim is that the City has declared the parcel non-buildable. He suggested the item be addressed further. Assistant City Engineer Dodge responded there is an option to adopt the assessment roll as a whole, or adopt the assessment roll and make an exception to the Short property. It can be certified with exception of the Short property. The hearing could be continued to a future meeting to give Staff time to contact the Short's and get back to the Council.

Councilmember Piekarski Krech asked when Short's developed the Dance Studio property, if this outlot was divided from the initial residence. Assistant City Engineer Dodge displayed a map of the location stating Parcel #8 is the Dance Studio. Parcel #9 has been separated. He was unsure of the separation history. Councilmember Piekarski Krech referenced the white parcel on the diagram and asked if that was the home property that comes off of Old Concord. Assistant City Engineer Dodge responded he

would have to look into it further but is commercial non single-family parcel. That is what was assigned for an assessment evaluation. The assessment was \$14,000. Staff was in touch with the Independent Appraiser who reviewed the area again and determined the best use for the property. Part of the property has a pond and dry land, there was enough space to develop a home. For that reason, the assessment evaluation could be at \$4,000.

Councilmember Piekarski Krech stated she thought they wanted commercial along the area, everything else is commercial. She asked why put a house in the middle. She asked if it would have access to Cahill. Assistant City Engineer Dodge responded the property has access to Cahill Avenue. This is what the Appraiser's special benefit determined. He expects this property be combined with another to develop the area someday.

Mayor Tourville stated the Shorts have said they cannot develop the parcel. It has been determined the parcel, even with water on it, could have a building on it. Mayor Tourville suggested passing the Resolution and excluding Short property #9, have Staff look into it further, and address the letter. Councilmember Bartholomew agreed.

City Attorney Bridget McCauley Nason stated if Council wants Staff to review the situation with the Short's, the Council can close the Public Hearing and approve the Resolution with exception of the Short property. The Council can continue consideration of the assessment of the Short property to the October 26th meeting or the first meeting in November.

Motion by Piekarski Krech second by Perry to close the Public Hearing at 7:39PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew second by Piekarski Krech to approve Public Hearing to Consider Resolution Adopting the Final Assessment Roll for the 2020 Pavement Management Program, City Project No. 2019-09C - Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail). Resolution 2020-220 with the exception of Short Lot #9. The Short parcel #9 will be discussed at the first meeting in November.

Mayor Tourville requested this be discussed at the first meeting in November. Assistant City Engineer Dodge responded they would reach out to the Shorts and return to the Council with information. City Attorney McCauley Nason stated the Motion is to approve the assessment roll with the exception of Short Parcel #9 which will be discussed on November 9th.

Ayes: 5

Nays: 0 Motion carried.

6. PUBLIC COMMENT:

Kelly Kayser, 1953 59th Court East, stated she emailed the entire Council last week and thanked Councilmember's Perry and Dietrich for responding. Mayor Tourville stated he did not respond yet as there were a lot of questions. Those questions were sent to the City Attorney and the Police Chief. Ms. Kayser stated she was at the last meeting and wanted to discuss Agenda Item 7C. She has a long list of questions and comments she would email to the Council after reading some of them first. Her questions pertain to the process, how things unfolded, and what it looks like to City residents. Comments follow:

- She commented it appeared that Mr. Lynch was the person that initially identified/brought forth the potential data breach. She asked if Mr. Lynch had given copies of the email to the two other individuals referenced in the Attorney's report.
- Mr. Lepak mentioned at the meeting in July that the Mayor is the next higher up when the City Administrator cannot take action. She asked where that information is spelled out.
- The Mayor stated in July everyone was notified that the City was looking at this item in multiple emails. She asked if the alleged breach and potential investigation was brought to the Council's attention in the emails before the investigation was actually ordered, and if so, were Councilmembers able to reply to the request to start an investigation.
- Since the alleged breach occurred in an Executive Session, the entire Council received the allegedly breached information. She asked if it would have been more prudent to bring the request for an investigation before the entire Council rather than acting on it independently.
- Since the investigating law firm was already under Contract with the City for other matters, they likely interact with Mr. Lynch and Ms. Shefchik when services are needed. She asked if an investigation was warranted and why different outside Counsel wasn't hired to ensure objectivity.
- She questioned whether or not the investigating Attorney defined the word "data" and if the definition is spelled out in the report.
- The intent of the State Statute is "To protect information that is collected and maintained by the City". Mr. Lynch did not ask the employee to write the email and appears the employee did not ask him to take further action. She commented she struggles to see how that information constitutes data collected by the City.
- The matter of the employee being questioned as part of the investigation. It was obvious that she was the person that penned the email.
- The Statute seems to be very specific with guidelines as to how to notify someone their data has been breached. She asked if the person was notified in a manner consistent with the guidelines.
- Questioned if every email written by a City employee that contains information is treated/handled as protected data. She questioned what if the same employee had written an email about a positive work experience, included the same personal information, and the email followed the same chain of custody. She asked if there would be an investigation. Negative or positive it is the same process.
- She asked if a citizen wrote an email recounting a difficult interaction with a City employee, if that information was treated as though its data.
- She asked if the information was shared with a superior without following data practices.
- She asked if the employee had written the same email directly to Council and it was used at the City Administrator's review, if that was considered a breach.
- If such an email was considered protected data and deleted by the recipient, is it being handled according to proper data practices considering the data is to be classified and maintained.
- Emails with personal or sensitive information is shared all of the time. Messages should be protected to the extent that any private contents are not made known to someone for no reason.
- Data is information that becomes part of permanent record, via an electronic retention system or personnel file.

Ms. Kayser stated there were references to the City Data Policy throughout the open meetings. She asked for a response this evening as to where the Policy could be found, she could not locate it on the City website. Mayor Tourville responded it is a part of the Policy Manual, not on the website. City Administrator Lynch responded it is available upon request. An email request can be sent to the City Clerk. Mayor Tourville stated Ms. Kayser has a lot of questions and has been asking why this

information isn't available. The report is still in redacted form and not out for public view. He stated a lot of the questions asked surround the report. They would answer her questions the best they could.

Ms. Kayser shared the following:

- Stated she thought the Lawyer, Ms. Quade, was there to present the results of the investigation as publicly as she could. There were no Statutes referenced, or anything specific that said there was a data breach or how it occurred. She asked why that information was considered data.
- As a person watching the meeting, Ms. Quade's tone and language sounded like she was trying someone in criminal court. It seemed there was an intention to influence Council and public into believing Ms. Shefchik was guilty by talking about her like she was guilty. That didn't seem fair.
- The manner the allegations were made seem to appear Ms. Quade had significant knowledge of the investigation, yet referred to Mr. Lynch as Mr. Murphy multiple times. She asked if she was actually a principle in conducting the investigation because Mr. Lepak was the first Attorney, or if she was selected for maximum effect. Mayor Tourville responded she was part of the investigation.
- She stated Ms. Quade repeatedly tried to minimize relevant information by mocking Ms. Shefchik's experience with data practices. She commented in her own experiences HR Managers do not play fast and loose with the rules protecting employees, they tend to go out of their way to guard information.
- Ms. Quade's claims of knowing Ms. Shefchik's motives for her act of sharing the email with a Councilmember, and her actions during the investigation seemed very biased and unprofessional. A Law Firm's role is to report facts and findings. Using innuendo in a public forum is repulsive.
- The language used to characterize Ms. Shefchik as a liar was excessive and unnecessary.
- Ms. Quade's argument seemed like an attack on Ms. Shefchik's character. In the study of logic, this is known as the ad hominem fallacy; an attempt to discredit or undermine an opponent's argument by attacking that person's character.
- Evidence presented by Ms. Quade stated "The author of the email wasn't making a complaint that she wanted investigated, she was making a general statement of the employees and that she didn't appreciate them." When asked about the City Administrator sharing the email with another person, she replied "that was the Supervisor of the person who wrote the email to see if there was anything further that needed to be done related to the content of that email. That is not a data breach." She commented the author of the email wasn't requesting an investigation.
- It was also said that "Ms. Shefchik and an Administrator... that's their job, to know what to do with data and how to handle it."
- She asked when the investigation was ordered, was it known the email had been shared with two other individuals by Mr. Lynch.
- She felt this had a double standard when one person can hand out an email but the other cannot.
- Contents of the email as well as the statements made by Ms. Shefchik and other witnesses was glossed over by investigators. She thought that would be concerning to elected Officials.
- The email author's own statement the Union President read includes statements such as "constant internal dysfunction" "who to trust" "culture in Administration" "leadership problems", and "neglect."
- If having a City Administrator who has been investigated and disciplined on a sexual harassment complaint, and now learn he has been criticized for the handling of another employee's situation. She asked if that was pertinent. Workplace culture starts at the top, when one has control over the management of every paid employee, he/she needs to be above reproach and

City employees need to know that someone has their back. That isn't the case. The chain of command is the Council.

- The workplace appears to be dysfunctional and maybe overtly hostile. She asked why there was no investigation into that.
- Wasting valuable resources on what is looking like an unsubstantiated data breach.

Ms. Kayser stated the Mayor made the most unsolicited comments a couple of weeks ago:

- The Mayor had mentioned a couple of times that he apologized to the author of the email. She asked what the apology was for. She commented it didn't seem wise to speak to the author of the email prior to a report establishing wrong doing being voted on and accepted by the Council.
- Another comment by the Mayor was that "In September or October this whole thing could have been solved very easily." The Mayor stated Councilmember Dietrich's Attorney could have responded in 2019 and received answers, it would not have cost anything, it would have been done." She stated it seems insulting that a fellow Councilmember is directly responsible for dragging out the investigation.
- Right after that the Mayor said it was delayed for a personal matter and other stuff. She stated if going back to July, Mr. Lepak stated he requested the information in December and it was declined. She commented that was not October or September. The reason was because the investigation was not authorized by the full Council. Prior to that comment Mr. Lepak stated there was considerable discussion whether the matter should be finalized using indirect information.
- Mr. Lepak also said he asked the Mayor whether this would be an appropriate item for consideration by the entire Council. The response from the Mayor was that it would be. The Mayor also indicated it was his preference this matter be put before the Council at an in-person meeting. Due to COVID that meeting wasn't held until July 2020. She stated it was not because Councilmember Dietrich's Attorney didn't reply. Mayor Tourville responded some parts were mixed up, but would clarify those when responding.

Mayor Tourville stated the employee called and told him she didn't have any intention of that being shared with the City Council. He stated he apologized for that, which he thought appropriate since she was very upset. Mayor Tourville asked Ms. Kayser to give them the information she has comments and questions on and they would get back to her on the items they can.

Ms. Kayser stated this hasn't been accepted as an actual data breach. Mayor Tourville responded that was correct and why the matter is being looked into. Ms. Kayser asked if apologizing to the author of the email was suggesting it was a data breach. Mayor Tourville responded no, he apologized to her because her thought was that it shouldn't have been shared with others. Councilmember Dietrich stated it was not shared with a whole bunch of other people.

Ms. Kayser stated the following:

- There are thousands of emails circulating through the City and many contain personal information. There is no way each can be monitored to ensure they are not accidentally read by an unauthorized party, printed out, forwarded to someone, thrown in the trash, or deleted. Nobody monitors them to be sure each person who gains access to them is authorized to have access. Any of those scenarios would be considered a data breach according to the Investigators argument.
- Even though the Investigator tried to argue otherwise, there is a clear reason why employees sign an agreement acknowledging emails may be accessed by their Employer. This establishes there is no guarantee that information shared via email will not be shared with another party regardless of content. It will only become data if it becomes part of a permanent record.

Ms. Kayser encouraged the Council to read the Statutes, rewatch video's, carefully examine any confidential report and supporting information received, consider her questions and comments, and listen to other residents who may contact them. She stated one on the Council is leaving after many years of service, and others are not guaranteed a seat after the Election. She questioned if they want this as part of their legacy, or worse, leaving it for the next Council. She suggested they think about the word Justice and ask if it is being served here, the overall health of the City depends on it. She stated two weeks ago the Mayor said it doesn't matter if you're the Mayor, they all have the same power. She hopes each are brave enough to exercise that power by acknowledging the poor handling of this situation and rejecting the report as soon as they are able.

She addressed Mayor Tourville stating at the time the investigation was ordered, the information had remained confidential. It was only known to those that wrote it and up the chain of authority. She stated the email has now been released and that maybe it didn't have to happen. Mayor Tourville responded the question how it was released was not mentioned.

7. REGULAR AGENDA:

Community Development:

A. WATERMARK PROPERTIES: Consider the following requests for property located at the Northeast corner of Hwy 3 and 70th Streets.

- 1. An Ordinance Rezoning the property to R-1C, Single Family PUD, R-3B, Multiple Family PUD and R-3C, Multiple Family PUD, Ordinance 1391**
 - 2. A Resolution relating to a Preliminary Plat for 120 single family lots, one lot for an approximate 100-150-unit apartment building plus 6 lots,**
 - 3. A Resolution relating to a Preliminary PUD for a 120-unit single family and 100-150 apartment building for development to be named Canvas at Inver Grove Heights.**
- Resolution for both items 2 & 3 #2020-221**

City Planner Allan Hunting stated the approximate 40-acre parcel is located in the northeast quadrant of South Robert/Highway 3/70th Street. In 2015 this was in front of Council as a project named Hannah Meadows that received preliminary approval but didn't go further. This project is called Canvas at Inver Grove Heights and proposes 120 detached single-family rental units. There would be a future apartment building along Highway 3 with approximately 100-152 units. He stated the project is unique and designed on a private road/alley system. Detached units are on 50 and 30-foot wide lots. The Applicant is requesting flexibility from the northwest standards as follows:

1. Requesting a 20-foot setback for the units where 30-foot is required.
2. Separation between units due to size of lots. The 30 foot lots would have an 8-foot separation, 50 foot lots would have a 10-foot separation.

He stated the project provides for a collector street required as part of the northwest area collector street study. They are also providing a public street stub to the property to the east for when that develops. He stated the project would be done in three phases:

1. Units that are on the south side.
2. Units on the north side.
3. Apartments.

Staff and Planning Commission recommend approval of the project as presented with the conditions listed.

Ian Peterson, Watermark, stated he has been working with the City Planner, Community Development Director, the seller, and City Staff since December 2019. A presentation was given:

- What are single family rental communities (SFR)
 - A Community of single-family homes strictly for rent.
 - An apartment building that is more vertical but on a horizontal platform.

- Apartments are often classified as Class "A", "B", or "C" type space.
- Watermark specializes in what they refer to as "A+" SFR Communities. Highly amenities, resort style living atmosphere, totally maintenance free.

He stated they work with Brad Hunter, Hunter Housing Economics, who does market studies around the Country. SFR Communities came about in 2012, beginning in Phoenix, Dallas/Ft. Worth, and Florida. The first project in the Twin Cities was in 2017.

- In 2018 about 5% of all housing starts, or 42,000 homes, were built as single-family rentals. As of 2019 that number is about 8% of all housing starts.
- Why single-family rental communities:
 - Allows for more flexibility for the renter.
 - Ease of mobility, lock and leave type syndrome. They can leave to go to their cabin without having to worry about cutting grass.
 - Homeowner affordability is worsening.
 - Student Loan Debt is an issue for first time buyers.
 - Do not have a down payment.
 - Starting families later in life.
 - Wanting to get out of apartment/condo living.

He stated the renting stigma is a thing of the past. Demographics of single-family renters closely align with single family buyers. Not targeted to a specific age group. Resort style amenities such as a clubhouse, workout room, and pool, is a big draw. No stress about maintenance: He stated there is an on-site maintenance person in the Communities that can: Change furnace filters, fill the water softener, take care of grass and snow. There are no unexpected repairs.

- Who is a typical customer of single-family rental Communities:
 - There isn't a typical. All kinds. Millennials are 1/3 of the renters. Empty nesters 1/3, forty something's 1/3. Other parts of the Country notice more Military, relocators, or those wanting to test out a Community before buying.
 - Data from Twin Cities Communities:
 - Average age is 39.
 - Pet ownership is 50%. Of that 50% everybody has a dog. Dog Parks are included in all Communities.
 - Income: Average income is nearly \$130,000. 44% earn more than \$150,000. This is a renter who could afford to buy, but are choosing not to, choosing the lifestyle, testing it out.

He stated there was an article last week in the Star Tribune featuring one of their residents who sold their home, were empty nesters, and didn't know what they wanted to do. They fall into the 55+ category. They moved in yet have a place up north they like to go.

- What do typical homes look like for single family rental Communities:
 - A diagram was shown of a Community they did in Maple Grove consisting of 66 single family homes. Includes a clubhouse, game lawns, dog park, pool, organic gardens, and a fitness trail. A farmhouse theme was chosen for the area.
 - Working on a unique Community in Plymouth. 37 homes. Contains the clubhouse, game lawns, dog park, and the pool. Homes are still being built. There are 19 leases signed, 12 living there currently. Average rent is \$4,000 per month.
 - He stated they have just begun 88 homes in Woodbury.
- Canvas at Inver Grove Heights Community:
 - A diagram was shown. The green homes were on 50-foot lots, there would be 51. There would be 69 of the others on a 30-foot lot.
 - Proposing: Clubhouse, game lawns, dog park, pool, trails, and a putting green.
 - A clubhouse design was shown. One wing includes a workout facility, bathroom/showers. The other wing is the leasing office and large club room available to rent for parties.

- What a typical home would look like for SFR Communities:
 - Single Family Home: 1,500 square feet for a slab on grade single level home to 3,000 square feet which is a home that includes a basement and five bedrooms.
 - 2-5 bedrooms.
 - 2-4 bathrooms.
 - All would have a 2-car garage.
 - Medium density product is a 22-foot-wide product.
 - Alley load.
 - Ranges in square footage from 850 square feet for a single level two bedroom home up to 2,100 square feet.

Renderings of single-family homes were shown. The main thoroughfare was shown depicting the collector road, public trail on one side, sidewalk on the other side. He stated he has been working with the Fire Chief for an emergency fire access point. He shared the open space plan stating they have nearly 12 acres of open space. The site is 40 acres, 32 acres is developable, 12 acres would be open space. Parking exhibits were shown and he stated there were 4.5 stalls per unit, 2 in the garage, 2 in the driveway, and guest parking. Photos of the interior and exterior of some of homes were shown and have the following:

- Stainless steel appliances.
- Backless range.
- Some plans have two stories, wood beams.
- Shiplap siding.

Mr. Peterson stated they have reviewed the Staff report and are in agreement.

Councilmember Piekarski Krech asked if 650 families was the correct figure. Mr. Peterson responded this was 120 units. The apartment would be 100 to 150 units.

Councilmember Perry stated there has been some confusion from residents. She commented the Maple Grove location is \$4,000 a month in rent and asked what that includes. Mr. Peterson responded the Maple Grove project is just over \$3,000 a month in rent, the one in Plymouth is \$4,000 a month. Rent includes, the home, if having a pet, a monthly pet fee, trash removal, snow removal, lawn irrigation, mowing, trimming, furnace filter change, water softener fill. Residents are on their own for sewer/water and electric, gas, and cable. Councilmember Piekarski Krech asked about appliances. Mr. Peterson responded every home has a washer/dryer, dishwasher, stove, and refrigerator. Maintenance is taken care of.

Mayor Tourville suggested receiving the emails as part of the record. He has one from Paul Cotterman. City Clerk Rebecca Kiernan stated she has one for supporting. Councilmember Bartholomew stated there is one from yesterday on Arlene Avenue and 65th Street (Karen Vandeveld). Councilmember Piekarski Krech stated there is an email from Samantha Fitzgerald.

Motion by Piekarski Krech second by Perry to receive three email correspondence from: Paul Cotterman, Karen Vandeveld, and Samantha Fitzgerald, to be made part of the file.

Ayes: 5

Nays: 0 Motion carried.

Diane Rademacher, 6560 Arlene Avenue, stated she has three concerns with the project:

1. The density.
2. Wide range of the apartment building. 100 to 150 is a large variance.
3. Status of the 70th Street project is. This will add a lot of volume to 70th.

Mayor Tourville responded construction on 70th Street will begin in 2021.

Paul Cotterman, 1271 70th Street East, stated he was one that sent an email. He read through his letter stating the proposed property has a few flaws as follows:

- The destruction of a natural wetland to build a collector road. That item was addressed in Hannah Meadows, passed by Council before, but is still there. It is not recognized by the DNR but is by water conservation. Efforts have been made to redirect water across the street. Once wetlands are destroyed, you will never have that back again.
- Population density. He stated this would be about 350 total units. Hannah Meadows was 47. That is a significant density change in a 32-acre lot. He commented two people couldn't walk between homes and be able to social distance.
- Traffic and Parking. The total number of vehicles in this space, with two vehicles per household. He stated the Planning Commission, when asked what they would do about the parking problems around the Recreation Center, the response was they would figure it out as they go. He stated as a homeowner if he asking for a permit to do something and gave the answer, he "would figure it out as we go" he would be laughed out of the building, it is not a professional answer.

He stated this project would bring in a lot of money. He asks that Council look at the traffic issues and going from Hannah Meadows 40 units to 350 units with an apartment building.

Keith Vorderbruggen, 7477 Cahill Avenue, stated his concern was the wetland. He commented Dakota County has Water Stewards and asked if input was requested from them. Destruction of wetlands were a bad thing in his opinion. He would like to see a couple of them remain in the City. He asked Mayor Tourville not to let the destruction of a natural resource be one of the last things he approves.

Mayor Tourville asked about water and the water resource coming that stormwater is a big issue in the northwest area. Mr. Ian Peterson responded the minimum number of units would be 220. The apartment complex is said to be from 100 to 150 and need to hit a minimum density of 220 units on this site. The previous plat, Hannah Meadows, had close to 250 total units. There were 43 plus with apartments at 220. Mayor Tourville commented adding up the numbers he gets to 270. Mr. Peterson agreed.

Mr. Peterson stated the collector road was dictated by many things. It has to align with Allen Way heading to the south. Dakota County controls access onto 70th Street. He stated he had a meeting with Dakota County along with Staff online. As it relates to distance from the newly constructed traffic circle at 70th Street and Robert Street, to Allen Way meets the spacing guidelines for access point. That access point falls in the middle of the western edge of the wetlands that need to be filled. No access is allowed onto Trunk Highway 3, which is governed by MnDOT. That is how the wetland fill became that way in the previous project and this one. Mayor Tourville asked if he was mitigating for that. Mr. Peterson responded yes. The wetlands were delineated and approved June 8th. Wetland mitigation is next and comes after they receive the preliminary plat approval.

Councilmember Bartholomew asked if they would hear from the Engineer regarding the mitigation. He requested clarification based on comments made by residents and their concern about losing wetland and not mitigating. Clark Wicklund, Alliant Engineering, 733 Marquette Avenue, Minneapolis, responded wetland impacts will be provided for offsite. This has to be approved by the TIF. A process for this has begun, and anticipate it being accepted, it has not yet occurred, process is underway. His response to stormwater was that they are related to wetland impacts. This is a landlocked parcel with nothing going downstream from it. There would be no impacts offsite as a result of this development.

Councilmember Piekarski Krech asked about being sent across the road. Mr. Wicklund responded the City Consultant is providing for the design of a lift station. He wasn't familiar with the system being designed, but the City would have full control of what comes off of the property via the lift station.

Mayor Tourville stated based off the discussion at the Planning Commission meeting, the wetland area was going to be delineated with the previous project as well. It will here because of it being landlocked. Stormwater will have to be dealt with, within the property or the general area. Mr. Wicklund responded that was correct. Mayor Tourville stated it was not on the Agenda this evening because once this receives approval, that issue would be dealt with.

City Engineer Tom Kaldunski stated the most notable between the two basins, one north and one south of 70th Street. The City Stormwater Plan includes a main that would be put in with part of the project. It is there for the potential of pumping if water levels got close to the proposed 100-year event in the northwest area standard. Facilities will be in place they would deal with when going to the final plat. He stated the recommendation is for approval.

Councilmember Piekarski Krech asked if it would go to a basin that was behind Holiday. City Engineer Kaldunski responded yes. When the roundabout and the Holiday Gas Station were built, they put a pipe under 70th Street for the main. It will all drain into the large hole immediately south of the Holiday Gas Station, if needing to be pumped.

Mr. Peterson displayed a map of the property and pointed out the northwest wetland that would be undisturbed. The southeast one would be delineated. City Engineer Kaldunski responded each basin would have a force main from them, if the City felt a need, an emergency pump would be put in and pump by the fire access where there is a gravity storm sewer. There is a basin on the south side of 70th Street, close to Allen Way that has an equalization pipe that goes from the south side to the north side if having to get into a pumping situation. That is a very small chance of occurring but are planning for it.

Councilmember Piekarski Krech asked about the density plan for the northwest area that states it has to be at least 220 units. Mr. Peterson responded that was the number that was shared in December 2019.

Mayor Tourville stated there is a band of about 30 units in the apartment building. Mr. Peterson responded they have had a lot of interest in this apartment site. They receive calls nearly every week on this site. It has been around for over five years. Those interested are a bit hesitant about making commitments until they build the infrastructure on the site, provide sewer/water and the collector road for the site to be viable to someone. He responded about the band stating some want 100, some want 150, it depends on whether it be senior or an apartment site.

Councilmember Perry asked about employees who may be relocating using spaces and asked if these were long term or short-term rentals, and if there was a yearlong lease requirement. Mr. Peterson responded they typically require a one-year lease. There are some situations where they may do a six-month lease. He stated he was referencing an instance where a company will have a lease with Watermark for a particular unit. 30% of the time that unit is never occupied, but someone may come in on a short-term project and live there. Or if someone was relocated, they may live there for a short amount of time. Some leases can vary up to three years.

Councilmember Piekarski Krech asked if all have stayed rental and stated some of the fear of the neighborhood is that it becomes single-family owner-occupied homes with eight-foot distance in between. She asked what the probability was that 5-10 years down the road it is changed to owner occupied. Mr. Peterson responded slim to none. If that were to occur in any Communities, they have done it would need a lengthy Home Owner's Association documentation.

Mayor Tourville stated this is unique to the City. There are not a lot of single-family rental properties standalones. He commented the one concern is that the houses are too close. The property has been available off and on for 12 years.

Motion by Bartholomew second by Dietrich to approve the rezoning for WATERMARK PROPERTIES: Consider the following requests for property located at the Northeast corner of Hwy 3 and 70th Streets. 1. An Ordinance Rezoning the property to R-1C, Single Family PUD, R-3B, Multiple Family PUD and R-3C, Multiple Family PUD, Ordinance 1391

Councilmember Piekarski Krech stated she would like to address some of the resident's issues with the open space or it should be a park. It is someone's private property, chosen to be developed. She stated there is a choice in keeping all of Inver Grove Heights a park and having development. She commented they are doing a decent job here. She has no problem with it.

Ayes: 5
Nays: 0 Motion carried.

Motion by Bartholomew second by Perry to approve a Resolution 2020-221 relating to a Preliminary Plat for 120 single family lots, one lot for an approximate 100-150-unit apartment building plus 6 lots,

Ayes: 5
Nays: 0 Motion carried.

Motion by Bartholomew second by Perry to approve A Resolution relating to a Preliminary PUD for a 120-unit single family and 100-150 apartment building for development to be named Canvas at Inver Grove Heights along with the suggestions per the Planning Commission for a fence along a retaining wall is included with the PUD. Same Resolution as previous motion. Resolution 2020-221

Ayes: 5
Nays: 0 Motion carried.

Mayor Tourville asked when additional information would be brought before the Council in regards to addressing some of the issues. Mr. Peterson responded they hope to get an application in by the end of the year. He stated the City has been very lucky to have Mayor Tourville as Mayor for 18 years. He has done a few projects here and commented the Mayor has always represented the Community and the City first and foremost. He congratulated the Mayor and wished him the best.

B. TITAN LAND: Consider the following requests for property located at 1462 80th Street.
1. A Resolution relating to a Preliminary Plat for a one lot, one Outlot subdivision.
2. A Resolution relating to a Preliminary PUD for a 152-unit apartment building and 30 townhomes for development to be named The Crossings at Inver Wood.
Resolution for items 1 & 2 #2020-222

City Planner Allan Hunting stated the location is on the south side of 80th Street. The closest development is the Senior project. This project consists of a 152-unit apartment building. The second phase would have approximately 30 townhome units. The apartment building is unique in design with a majority of the parking facing Highway 55. Parts of the building would be about four stories high. He stated the request is for flexibility with a closer setback to 80th Street, and would be 20 feet to the new right of way line. For noise requirements they are trying to keep the building farther away from

Highway 55 and would have a sound wall. One other flexibility request would be for the building size to be slightly over the maximum size due to underground parking. Staff and the Planning Commission recommend approval of the project with the conditions listed in the Resolutions.

Councilmember Piekarski Krech asked where a majority of the parking would be. City Planner Hunting responded slightly over half of the parking would be underground with the balance outside.

Peter Stalland, Titan Land, stated they have spent a tremendous amount of time looking at Engineering. This is a difficult site due to the grades and configuration of the property. The challenge is being next to Highway 55, so they would be building a wall with extensive landscaping to lessen noise from coming into the building. There will be an upper level deck with lounge. A majority of the parking would be heated, underground. All units have large covered decks almost the width of the entire unit, providing an amenity for every unit. There is a pool, pool building, and undisturbed green space. He stated this would be one of the nicest suburban apartment projects in the Twin Cities. Most people believe they are of the highest quality/soundproofing throughout the entire structure. He stated they are excited to start this in the fall and feel it is a great thing for the City.

Motion by Piekarski Krech second by Bartholomew to approve TITAN LAND: Consider the following requests for property located at 1462 80th Street.

- 1. A Resolution relating to a Preliminary Plat for a one lot, one Outlot subdivision.**
 - 2. A Resolution relating to a Preliminary PUD for a 152-unit apartment building and 30 townhomes for development to be named The Crossings at Inver Wood.**
- Resolution for both items 1 & 2 #2020-222**

Ayes: 5

Nays: 0 Motion carried.

Finance:

C. Consider First Reading of an Ordinance Amending City Code Title 3, Development Fees.

Finance Director Amy Hove stated the request is for consideration of the First Reading of an Ordinance to amend the City Code to adjust fees and charges associated with development activities for 2021. The timeline is as follows:

- First Reading: October 12, 2020
- Second Reading: November 9, 2020
- Third Final Reading: December 14, 2020

She stated this is a collaborative effort between Community Development Director Rand, Public Works Director Thureen, and herself. This year's recommendations are similar to previous years for proposed increases between 3.5% and 5% and based off financial projections from Ehler's, May 2016. Individualized fees are included. They have started looking into some proposed changes for next year.

Mayor Tourville stated Developer's believe the northwest area for multi-family housing fees are high. Councilmember Piekarski Krech stated in order to not push people off their land, this was the way it was set up. Mayor Tourville agreed and stated it was designed to be heavier on the Developer's than it would be for existing landowners.

Councilmember Bartholomew stated it was a significant increase. He said he could support the First Reading. He asked if all percentages and increases are correct based on the percentage discussed. He stated he would look through this before the Second Reading. Finance Director Hove responded she has looked through them and stated if further discussion was needed, he is welcome to contact her.

Mayor Tourville asked Community Development Director Rand if there was any advantage in looking at a group of peers. After the First Reading he suggested sending this to the Chamber of Commerce to look at the fees. Community Development Director Rand responded she could send this to the Chamber of Commerce Representatives.

Motion by Bartholomew second by Perry to approve the First Reading of an Ordinance Amending City Code Title 3, Development Fees.

Ayes: 5

Nays: 0 Motion carried.

D. Resolution Providing for the Sale of \$1,675,000 General Obligation Refunding Bonds, Series 2020A. Resolution 2020-223

Finance Director Hove stated they have been watching the Cities current Bond issuances to determine if they have any current City Bonds there would be a financing opportunity for. After discussions with Ehler's, they determined it was a good time to look at the 2010B's. It's called a refunding issuance, but basically refinancing for an improved interest rate.

Jason Aarsvold, Ehler's, stated the document is the presale report that outlines a proposed issuance of debt. It is for potential refinancing of the Cities 2010B Bonds issued in 2010 for street reconstruction. Those Bonds are callable (prepayable) now for a current refunding. He stated they would issue new Bonds to take these out at a lower interest rate. The interest rate on the ones outstanding range between 3% - 3.15%. New issue would have rates providing a total savings of approximately \$80,000 of principle and interest over the remaining life of the issue. He stated when noticing savings over 3% of the refunded principle, they are worth consideration for refunding and would get almost 4% savings.

He stated these would be set up as a competitive issuance and be exposed to the entire marketplace, take bids, and award to the lowest bidder. In addition to these Bonds, monitoring will continue with other outstanding debt. He stated there are other refunding opportunities out there, for example, Bonds issued in 2014 and 2015. He stated they are not callable until 2022 and 2023. There is a way to do them now as a refinancing, but would need to be done as an advance refunding as taxable debt rather than tax exempt debt. They will continue to monitor those and hope for better savings. Follows is the schedule:

- Presale review this evening.
- If Council finds this acceptable, proceed with setting up the sale process.
- Get official statement ready.
- Have a conference with Standard and Poor's (Ratings Agency that rates the Cities debt).
- Taking bids and awarding in a sale. Schedule anticipates that happening on November 23rd and coming before Council to consider the sale results.
- Close on December 15, 2020.
- Repay/redeem old Bonds before the end of the year.

Mayor Tourville stated between January and February 2027 is where the savings is shown for \$80,000. Mr. Aarsvold responded that was correct. They will use the money already set aside to make the payment to buydown size of the issue. Payments will be made from 2022 through 2027 with the total savings amount of \$80,000.

Motion by Bartholomew second by Piekarski Krech to approve Resolution 2020-223 Providing for the Sale of \$1,675,000 General Obligation Refunding Bonds, Series 2020A.

Ayes: 5

Nays: 0 Motion carried.

8. EXECUTIVE SESSION:

A. Closed Session Pursuant to Minn. Stat. SS13D.05, Subd. 3(c)(3) to develop or consider offers or counter offers for the potential purchase of real property for park purposes in the Northwest Area.

City Attorney Bridget McCauley Nason stated Council is being asked to consider moving into a closed session Pursuant to Minn. Stat. SS13D.05, Subd. 3(c)(3) in order to develop or consider offers or counter offers for the potential purchase of real property for park purposes in the northwest area. Real property that is the subject of this closed session is identified as follows:

- Property located at: 1285 70th Street, PID #20-00600-78-012 owned by Falcon Partners
- Property located at: 6815 Robert Trail South, PID #20-28500-01-012 owned by Oak Grove Properties
- Property located at: 7101 Argenta Trail, PID #20-00700-05-018 owned by Glenlin Properties LLC
- PID #20-12054-00-040
- PID #20-27090-00-010 owned by Jill Fleming

She stated once in closed session, the session must be recorded and will ask to identify all persons in the closed meeting. The closed meeting will be held in the City Council Chambers and will commence immediately. She stated once the closed meeting is completed, assuming Council updates are completed before going into closed session, the Council will reconvene the open portion of tonight's meeting in City Hall, there being no further items on the Agenda, once back in open session, the Council will adjourn the meeting. There must be a Motion made, seconded, and approved by the majority of the Council to head into closed session.

Motion by Piekarski Krech second by Perry to move into Closed Session Pursuant to Minn. Stat. SS13D.05, Subd. 3(c)(3) to develop or consider offers or counter offers for the potential purchase of real property for park purposes in the Northwest Area.

City Administrator Lynch stated at the October 26th meeting the Council will have three meetings: 5:30 p.m. for the EDA Meeting, 6:00 p.m. for the Town Hall Meeting, and 7:00 p.m. for the regular City Council Meeting

Councilmember Dietrich thanked City Clerk for the update on early voting. Mayor Tourville stated if there are any election questions, to go on the City Website or call. Please vote, it is safe and can be done early.

Ayes: 5

Nays: 0 Motion carried.

9. MAYOR AND COUNCIL COMMENTS:

10. ADJOURN:

Council adjourned into Executive Session at 8:24 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, OCTOBER 26, 2020 - 7:00 P.M. - 8150 BARBARA AVENUE**

In Person Meeting and via Zoom (Hybrid Meeting)

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, October 26, 2020, both in person and via Zoom Video Conferencing (Hybrid Meeting). Mayor Tourville called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

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

Present Via Zoom Video Conferencing: Technology Manager Gade and Finance Director Hove.

3. PRESENTATIONS:

There were no presentations.

4. CONSENT AGENDA:

A. Minutes from the July 27, 2020 City Council Meeting.

B. Disbursements for Period Ending October 20, 2020. **Resolution 2020-224**

C. Consider Approval of Rental Licenses.

D. Consider Approval of Personnel Actions.

E. Set a Performance Review for the City Administrator for November 30, 2020 at 6:00 p.m.

F. Consider Pay Request #3 (Final) for the Salem Hills Athletic Court Project.

G. Consider Approval of NW Area Park Planning Request for Proposal (RFP).

H. Consider Approval of Plans and Specifications for Heritage Village Park Phase III Improvements Utilizing MN DEED Grant Funds.

I. Consider Acceptance of \$1,000 donation to the Inver Grove Heights Police Department from residents of Dakota County, and direct allocation to the Police Department's K-9 Fund. **Resolution 2020-225**

J. Approve a **Resolution 2020-226** relating to a Conditional Use Permit Amendment to add an addition to the existing building for a contractor's yard located at 9601 Jefferson Trail. (Marsden Properties – Case No. 20-34CUP).

K. Consider Change Order No. 2 and Pay Voucher No. 3 for City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements.

L. Consider Pay Voucher No. 4 for City Project No. 2019-09D – 64th Street Area Improvements.

M. Approve Encroachment Agreement for Landowner Improvements within City Easement for 1702 71st St. (Lot 1, Block 2, Blackstone Vista).

N. Approve Encroachment Agreement for Landowner Improvements within City Drainage and Utility Easement for 6512 Arctic Way (Lot 4, Block 1, Blackstone Ridge).

O. Approve Encroachment Agreement for Landowner Improvements within City Drainage and Utility Easement for 7074 Blake Path (Lot 3, Block 2, Michael D. Dupont 4th Addition Country Meadows).

P. Consider **Resolution 2020-227** Establishing Parking Restrictions within the Settlers Ridge North and Settler's Ridge North 2nd Addition Subdivisions.

Q. **Resolution 2020-228** Supporting Dakota County's 2021-2025 Transportation Capital Improvement Program.

R. Consider **Resolution 2020-229** Amending Assessment Roll for 2020 Pavement Management Program, City Project No. 2019-09D – 64th Street Area Improvements for the Residential Driveway Restoration Program Participation.

S. Consider **Resolution 2020-230** Amending Assessment Roll for 2020 Pavement Management Program, City Project No. 2016-09G – 60th St., 62nd St. and Bacon Ave. Street Improvements for the Residential Driveway Restoration Program Participation.

T. Consider **Resolution 2020-231** Accepting Quotes and Awarding Televising Contract for City Project Nos. 2022-09D and 2023-09D – Dawn Way North and South Neighborhood Street Improvements.

U. **Resolution 2020-232** Accepting Field Services Proposal from EOR for Phase II of the Settler's Ridge North Development.

V. Resolution 2020-233 Accepting Water Modeling Services from Stantec for Work Force Housing at 5590 Babcock Trail (Ron Clark Development).

W. Resolution 2020-234 Accepting Water Modeling Services from Stantec for Condor, Riley/Falcon Properties at 70th and TH 3.

X. Resolution 2020-235 Accepting Water Modeling Services from Stantec for 7120 Allen Way (Builder Jones).

Y. Consider **Resolution 2020-236** Approving Application to Dakota County for 2021 Dakota County Community Waste Abatement Grant Program Funds.

Z. Consider approving the purchase and installation of carpeting for the main level of Fire Station #1 from St. Paul Linoleum and Carpet for \$6,414.

AA. Consider request of the Inver Grove Heights Fire (IGHF) Relief Association to Raise the retirement benefit level.

BB. Consider approval to purchase a Fire Extinguisher Training prop and accessories for \$7,695.82.

Mayor Tourville stated he received notice to pull Agenda Items 4E. and 4P.

Motion by Bartholomew second by Perry to approve the Consent Agenda with the exception of Agenda Items 4E. and 4P.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4E. Set a Performance Review for the City Administrator for November 30, 2020 at 6:00 p.m.

Kelly Kayser, 1953 59th Court East, stated she had the following questions regarding the City Administrators Performance Review:

- Asked if the goals and objectives for satisfactory performance by the City Administrator is in written form and available to the public. She asked about a rating scale. She asked how she would go about getting this information. She wanted to know the requirements/standards.
Mayor Tourville responded there is a rating schedule/job performance review, a 360 that is involved with other Department Heads and the City Administrator.
- Asked how pertinent information related to the City Administrator's job performance is collected and maintained. She asked if written reviews were available for the Council's review next time.
Mayor Tourville responded there is a summary of the meeting. The meeting can be open or closed, it's up to the employee. This will be a closed meeting. He stated a summary is put together after and becomes part of a public document and available forever.
- She commented she heard the City Administrator keeps/maintains his own Personnel File. She asked how that worked, who keeps it.
Mayor Tourville responded all Managers and Administrators in the State of Minnesota are "At Will" employees. A review happens in the last quarter of every year. Councilmember Dietrich asked Ms. Kayser if she was asking where information could be found to complete the City Administrator's review. Ms. Kayser responded no.
- She commented if someone wants to see a document about an employee, they go to HR. She asked if there was a file for the City Administrator.
Mayor Tourville responded HR documents have privacy aspects. There are parts of the file that are not available to the public.
- Ms. Kayser asked if the City Administrator had a file and where it is located.
City Administrator Joe Lynch responded the City Administrator's file is handled just like other employee files, in a locked cabinet. The HR Manager is the only one that has access. He stated he does not keep his own files. When he completes his performance review that information goes into his performance review file.
Councilmember Dietrich stated this topic is of interest to her because when she went to do the City Administrator's review, she had the same questions as a new Councilmember. She contacted City Attorney Kuntz at that time, who responded that was a delicate question because HR would not have the file because she was a subordinate and that she would have to contact Mr. Lynch to get the file. She commented the procedure may have changed without her knowledge, but that was not how she obtained it at the time.

Ms. Kayser stated she was getting conflicting stories.

Mayor Tourville stated Mr. Lynch is not keeping his own personnel file. No City Administrator ever has. If Council wants information out of any personnel file, it needs to be a simple majority, need to know why the information is requested, and requires three votes in order to purge any file by Council.

- Ms. Kayser asked where that information was located. She did not read it in the City Code. Councilmember Dietrich responded that is a recommendation by the League of Minnesota Cities. She commented when retaining an Attorney for a previous matter she researched this and found it is a guideline, not a Code or Law.
- She asked how an employee can voice a concern about the City Administrator's behavior or job performance as it relates to the overall management of paid City Staff. She commented under Grievances, it states the City Administrator is the final authority that a grievance may be appealed to. A grievance may not be appealed to the City Council. She asked what happens if someone has a grievance against the City Administrator.

Mayor Tourville responded he did not believe that was true. If the grievance is about the City Administrator, its handled differently. For an employee, it would go through the proper procedure. He stated no employee is told they cannot contact the City Council or a Supervisor.

Ms. Kayser commented there doesn't seem to be a process in place for accountability, or a path for employees.

- She asked if there was an Assistant City Administrator. In the Code under Respectful Workplace Policy, it says in the event a complaint is lodged against the Assistant City Administrator, complaints should be brought to the attention of the City Administrator and vice versa.

Mayor Tourville responded there is not an Assistant City Administrator.

- Ms. Kayser asked what an employee would do. Mayor Tourville asked Ms. Kayser to give her questions to the City Clerk and they would get back to her. Ms. Kayser responded no; she gets the runaround when she does that. She stated the City Administrator's review is next month and is the highest paid position in the City. She held up the City Organization Chart stating there is a box missing at the top that is Residents, everyone under it rolls down including the Council.

She stated she has a lot of questions about the City Administrator's performance of his duties. Such as:

- After his review in 2019, City Attorney Kuntz publicly stated that leadership goals were given to the City Administrator surrounding communication, trust, positive interactions, and professional relationship building. She asked how those would be quantified and documented.
- She asked if it would ever be known if someone is following up on those performance goals.
- She read there was an employee survey conducted in spring 2019. The headline in the newspaper article said "Inver Grove Heights wants to fix toxic City Hall environment." The article speaks of creating an Inver Grove Heights University. She asked if that model has been implemented with documented success.
- She stated there was a seven-month improvement plan drafted by Consultants to help fix the toxic work environment. She questioned if those have been followed.
- She asked if there were ongoing measures for assessing employee morale and satisfaction with managements performance.
- The statement from the email author in the data breach investigation doesn't instill confidence that any positive change has been achieved.
- Strong communication, relationship building, and modeling a Code of Conduct are mandatory skills for a CEO or a City Administrator.
- She stated the supposed email was read during an Executive Session. All heard it. She questioned why nobody asked where it came from. She commented it has been learned that the City Administrator passed it out. She stated it looks like the City Administrator didn't like something negative being read at his performance appraisal. After, it was said there must have been a data breach. The Attorney stated that both the City Administrator and the Human Resources Manager should know what a data breach looks like.

Councilmember Dietrich stated at the time the City Administrator was also the acting City Clerk, who would be the expert in data.

- The City Administrator has been in his position for 14 years, and in similar jobs in at least five other Cities.

- She asked why they are paying Consultants to help him do his job. \$27,000 for an employee survey and consulting services to figure out there is a toxic work environment. She stated culture is top down. Accountability and responsibility are his for-employee morale.
- She stated in the City Code under Discipline, it says "Cause: Adequate cause for disciplinary action that may result in dismissal may include but is not limited to the following kinds of conduct or similar type. Conduct or performance on the job which causes poor morale, disloyalty towards the employer, or disregard by employees for their assigned duties and responsibilities." She commented she believes in second chances, but this is the highest paid person working for the City.
- She stated extra costs directly related to his job performance or workplace behavior from late 2018 to present: Misconduct investigation: \$45,000. Separation Agreement resulting from that \$89,600 (legal costs were not listed), employee survey \$27,000. Total of \$161,600.
- This year there hasn't been information about consulting services for Inver Grove Heights University.
- There is an on-going data breach investigation at \$130.00 per hour.

She asked the Council to think about this and how we function like a Corporation. When preparing his review, it may be time to look at how this may not be a good fit. She commented she is not saying anything about his character or job performance elsewhere. She stated she is talking about the people that work here and have to come here every day with this going on for a couple of years.

Councilmember Dietrich asked who would give the requested information to Ms. Kayser. City Clerk Kiernan responded she would get her the information.

Agenda Item 4P. Consider Resolution Establishing Parking Restrictions within the Settlers Ridge North and Settler's Ridge North 2nd Addition Subdivisions. Resolution 220-227

Kelly Kayser, 1953 59th Court East, stated in Fall 2016, the road reconstruction project was completed and no parking signs were placed in their cul de sac, without notice, when it was done. This item was brought before the Council and the Council directed both Engineering and Public Safety to have a neighborhood meeting. She stated they did that, and it came back at the November 7th Work Session. She stated one of the last comments in the minutes to that meeting was that Staff was directed to come up with guidelines about parking, no parking, and fire lanes in cul de sacs. She stated nothing happened. One year later, Police Sergeant Sean Folmar came back to the Work Session and presented the same presentation done one year earlier with a summary on Staff's review of no parking in cul de sacs. She stated Staff asked for direction and the Mayor suggested Staff write something up and bring it back to Council. She commented that nothing has happened.

She stated that at the December 2018 regular City Council meeting, the Atwater Path feasibility schedule states it was one of the street reconstructions projects. Consistent with City policy cul de sacs in the reconstruction area will be assigned no parking at the conclusion of construction. She stated she came back to the meeting and asked about it, and was told by the Public Works Director Scott Thureen that he would talk with Public Safety and get back to her. It has been two years and she has not heard a thing.

Ms. Kayser stated she is here two years later with Agenda Item 4P. and a new development with residents. This says parking is restricted in cul de sacs on one side of 28-foot-wide streets for public safety access. She stated for the record, she doesn't have a problem with doing that on new streets when people are buying a home and know it's no parking, and streets are narrower. She stated there is no policy. She has been watching for four years for this to come before Council and it has not.

Mayor Tourville responded Staff looked into this and if the cul de sac changes in size, there would be a neighborhood meeting, and a decision would be made about whether there would be restrictions or not. He said it would not be the case to say there would or would not be parking going forward. Each one would need to be looked at to determine several things such as how long the cul de sac is and how long the street is prior to the cul de sac. He stated if she wanted Staff to look at it again, they could. Ms. Kayser responded the last direction from Staff was to bring it back before the Council to determine what should happen in each case. She asked what the policy was and where it was located. Mayor Tourville responded this would go back to Public Works. Ms. Kayser asked when she would expect an answer. City Administrator Lynch stated this was brought to the City Council several times. The direction given was existing cul de sacs were not going to be signed no parking because of the number of signs and high cost.

Ms. Kayser stated Mayor Tourville commented it would be a case by case basis for new construction. She asked that the fact that a cul de sac has been no parking for 30 years and there have been no signs, if that has any bearing. Mayor Tourville responded they allowed parking, but now would be no parking. He stated the criteria was from the Fire Marshal and Public Works was if the size of the cul de sac stays the same, they probably won't ban parking on reconstruction. For safety reasons, that could change.

Ms. Kayser stated she was confused as to when this was brought back. City Administrator Lynch responded it was in a Work Session meeting. The direction was unless the parameters in the cul de sac change, the no-signage if it currently exists, will not change. If length, width, or other parameters change, Staff would look at putting no parking signs there. Ms. Kayser asked if that was the 2017 Work Session. She commented she was at the November 2016 Work Session and at the one in 2017. She has been watching and has not noticed anything regarding this. Mayor Tourville responded that dates will be provided to her. Ms. Kayser asked what the timeframe would be and requested it not be two more years.

Councilmember Dietrich apologized and stated she was not on Council at that time and agreed that Ms. Kayser was right, residents are the boss. She stated Ms. Kayser needs to be answered when asking a question. Ms. Kayser stated she brought forward a presentation after speaking to nine other Cities and was concerned every project coming before Council would get no parking signs in cul de sacs. She stated it says things like it did in 2018 "per City policy". She requested more information.

Councilmember Dietrich asked who would be following up with Ms. Kayser and the timeframe. Mayor Tourville responded that Public Works Director Thureen or one of the Engineers would get back to her this week. Ms. Kayser commented she would leave information with the City Clerk.

Motion by Dietrich second by Perry to approve Agenda Item 4E. Set a Performance Review for the City Administrator for November 30, 2020 at 6:00 p.m. and Agenda Item 4P. Consider Resolution 2020-227 Establishing Parking Restrictions within the Settlers Ridge North and Settler's Ridge North 2nd Addition Subdivisions, from the Consent Agenda, including direction and follow up.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated some people may be in attendance for Agenda Item 7B. regarding the Continued meeting pursuant to Minnesota Statutes Section 13D.05, subdivision 2(b) for preliminary consideration of allegations or charges against an individual subject to Council authority.

1. Consider Acceptance of Investigative Report.
2. Consider discipline against employee.

He stated Council sent information to IPAD and a response has not been received yet. They are looking to table this item to a future meeting in November.

5. PUBLIC HEARING:

A. Public Hearing to Consider Adopting Resolution Granting Host Approval to the City of Deephaven, Minnesota of its taxable and/or tax-exempt revenue bonds issued on the behalf of State Housing Holdings of Minnesota. LLC. Resolution 2020-237

Finance Director Amy Hove stated this is for consideration of granting Host approval to the City of Deephaven for Revenue Bonds. She stated she has Jenny Boulton, Bond Counsel from Kennedy & Graven and Tim Eppler who represents State Holdings of Minnesota available for questions. She thanked City Attorney Tim Kuntz for his involvement and assistance. There are four parties to this transaction:

1. Hampton Senior Care of Inver Grove Heights. Developer who put in the 32-unit senior housing facility at 7900 Austin Way.
2. State Housing Holdings of Minnesota, LLC. This is the borrower. Purchasing 100% membership interest in Hanson Senior Care of Inver Grove Heights. This includes five facilities: Inver Grove Heights, Little Canada, North St. Paul, Roseville, and Vadnais Heights. They are the entity responsible for the interest and principle payments on the Bond.

3. City of Deephaven. Issuer of the Bond. For a maximum of \$58.5 million in principle. The type of debt they are issuing is considered Conduit Debt. That is a debt instrument that is issued on behalf of a Government (City of Deephaven) for the benefit of a third party. The third party is granted access to lower interest rates, used to fund large scale projects benefitting the general public (senior housing facilities). This is not backed by the full faith of their entity, not pledging tax revenues, backed by revenues from the actual project.
4. Host Cities. Inver Grove Heights and the other four Cities previously listed. IRS regulations require Host approval of this Bond issuance since one of the facilities is listed in Inver Grove Heights. Other Cities will also issue host approval. Inver Grove Heights is the last City to do this. This requires a Public Hearing. She stated the City originally improved tax increments, so there is public benefit and support documents on the project in the City. This project is still underway. Engineering has been an active party to the conversation to ensure City interests. Section 3 in the Resolution has additional terms and conditions that need to be met.

Finance Director Hove stated this debt is not financed with City credit or backed by Inver Grove Heights. It does not impact the Bond rating or debt limit. There is no financial liability for the debt issuance. This provides granting authority so the City of Deephaven can move forward.

Jenny Boulton, Bond Counsel from Kennedy & Graven, stated the Finance Director did a great job of explaining the concept of Conduit Bonds.

Councilmember Bartholomew asked about the principle amount of \$58,500,000 and if that is the amount considered in the term sheet that was looked at when approving financing for the project. He wanted to make sure that was reconcilable. Tim Eppler, representative from State Holdings of Minnesota, LLC., responded the final committed amount is \$57,750,000.

Mayor Tourville stated this allows for borrowing to take place so a project can happen. Tim Eppler responded they are purchasing five Communities from Hampton who are the original Developer. They have a strategic agreement with Hampton to develop five new Communities every year for the next five years. They would be using the same financing for each of those transactions. The Bonds are being used because they are tax exempt. There is no risk to the City of Inver Grove Heights. He stated Suite Living Senior Care will continue to manage the Communities. Nothing will change for residents or the general public.

Motion by Piekarski Krech second by Perry to close the Public Hearing at 7:40PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Bartholomew to approve Public Hearing to Consider Adopting Resolution 2020-237 Granting Host Approval to the City of Deephaven, Minnesota of its taxable and/or tax-exempt revenue bonds issued on the behalf of State Housing Holdings of Minnesota. LLC.

Ayes: 5

Nays: 0 Motion carried.

6. PUBLIC COMMENT:

Kelly Kayser, 1953 59th Court East, stated last time she was present she was told they were working on her email from October 2nd regarding the meeting in September. She asked for a progress update. Mayor Tourville responded a portion of it was turned over to the City Attorney's office. Ms. Kayser asked why. City Clerk Rebecca Kiernan responded the email has been received and clarification was needed.

Ms. Kayser commented she mentioned people were unable to speak at the meeting and questioned how that would be prevented. Mayor Tourville responded one of the questions was if the TV would be made available in the lobby to watch the meeting. Ms. Kayser stated her question about the TV was what its purpose was if it didn't have that capability. She commented that people should get an opportunity to speak. She stated the City Clerk was very efficient in sending her a copy of the data practice policy.

Ms. Kayser asked about something she noticed at the July 27th meeting where Mr. Lepak stated the Mayor was the next higher up and is the individual when the City Administrator cannot take action. She stated her request to the City Clerk was for information about the overall chain of authority for decision making at the City. She wanted the response to include the circumstances in which the Mayor can act independently on behalf of the City Administrator. She stated the City Clerk did get back to her but the response didn't make sense to her. It stated by direction of City Attorney a request is for analytical memo or legal opinion not so much as a request for data. She commented it says the information cannot be provided to her it is a service only available to the Council and City Administrator. She asked the Council to find out the answer to the question. She stated she copied Mr. Lynch on it, who responded with the following quote from the City Attorney: "a question has been raised regarding the appropriateness of the Mayor and City Councilmembers ability to speak directly with the City Attorney regarding matters related to the City." She stated she had never made such a claim. When she received a response from Mr. Lynch, she found it to be curt. It said "asked and answered, the Mayor was not acting independently and was not acting on behalf of the City Administrator."

She stated she was unsure how that related to Mr. Lepaks comments from July. She asked who ordered the investigation into the alleged data breach. She commented she received a memo from September from Mr. Kuntz stating there may be a data breach and felt that Mr. Lepak was better suited for the investigation. Technically Mr. Kuntz ordered the investigation but didn't answer her question about who here ordered the investigation. She asked the Mayor how he got involved with the conversation with Mr. Kuntz but not the rest of the Council. They were all in the meeting where the alleged breach occurred. Mayor Tourville responded it is privileged. He stated Janet Shefchik requested this be a public meeting. Because it is discussed in a public meeting doesn't mean the investigative report becomes public information. He asked about the memo she has, and who it says the email from Mr. Kuntz is written to. Ms. Kayser responded it says the Mayor and Councilmembers, she stated everyone didn't know what it was about, just the Mayor did. She stated she wants to know who called Mr. Kuntz and asked to look into this. She asked if it was private information.

City Attorney Bridget McCauley Nason stated she was confused about how Public Comment works. Her understanding is if a question is posed by a resident that would be direction to Staff to provide follow up. She stated it is the Council's decision on how to handle it. This is straying from what she is used to seeing in Public Comment.

Ms. Kayser stated she has had eight email exchanges and her question is still not answered and that is why she was here. Councilmember Dietrich commented she understood the frustration as she has noticed several different protocols during Public Comment section. It is difficult to know what to expect. Ms. Kayser stated she didn't know when else to come. She has tried calling and emailing. Mayor Tourville stated there is an Agenda Item about what she is discussing. Ms. Kayser stated her question is about a comment made publicly, it's not about anything in the report. She asked if she could speak further when the Agenda Item is up.

City Attorney McCauley Nason stated regarding Agenda Item 7B, there is not a public comment portion built into it. The Council decides how to deal with that item tonight. In reading the City Code, public comments are allowed at the Public Comment period, or at the discretion of the Mayor. Section 1.5.7 of the City Code provides that any person desiring to address the Council first shall secure the permission of the presiding Officer, which is the Mayor. Unless there is a Public Hearing or Public Comment, it is at the discretion of the Mayor unless the Council votes otherwise.

Councilmember Dietrich stated the problem here is about communication and not getting answers. Residents deserve answers in a timely manner. Mayor Tourville agreed. He stated a part of it was that some of the emails were sent to the City Attorney's office because there were other items involved. He stated if an item is being asked to be discussed publicly, but still in the investigative part, it does not make it a public statement, it's still a part of the investigative report which is not done.

Councilmember Bartholomew asked if there was answer to the question about the authority of the Mayor and if the City Administrator cannot act, if it is the Mayor's authority. City Attorney McCauley Nason responded they can provide further clarification about what the Mayor's authority and powers are. If Council or Staff directs her, her office will respond as directed to the client (the City). Staff or Council can direct the office to provide information, which goes to the City. Councilmember Bartholomew asked if by direction that information can be provided.

City Attorney McCauley Nason stated 13D.05 is part of the Open Meeting Law, it states data discussed at an open meeting retain the data's original classification, however, a record of the meeting regardless of the form shall be public. She stated the data practices classification of data does not change, as it's held with the City, there is a video record.

7. REGULAR AGENDA:

Administration:

A. Consider Resolution Adopting the 2021 Fee Schedule. Resolution 2020-238

City Clerk Rebecca Kiernan stated this is an annual review of fees that go out to residents. Increases were depicted in yellow and decreases were in orange. The suggestion was to keep everything status quo due to COVID. Requesting approval of the proposed fee schedule.

Mayor Tourville and Councilmember Piekarski Krech liked the format of the fee schedule.

Motion by Piekarski Krech second by Perry to approve Consider Resolution 2020-238 Adopting the 2021 Fee Schedule.

Ayes: 5

Nays: 0 Motion carried.

Legal:

B. Continued meeting pursuant to Minnesota Statutes Section 13D.05, subdivision 2(b) for preliminary consideration of allegations or charges against an individual subject to Council authority.

1. Consider Acceptance of Investigative Report.

2. Consider discipline against employee.

(Note: Council will be asked to continue this item to a November Council meeting to provide sufficient time for receipt of response from Data Practices Office to request for Advisory Opinion.)

City Attorney McCauley Nason stated this item was on the Agenda at the September 28th City Council meeting. At that meeting Council voted to continue the item in its entirety to this meeting, October 26, 2020. Several follow up items were assigned to the Barna, Guzy, & Steffen Law Firm and the City Attorney's office. She stated with respect to the item assigned to the City Attorney's office, it was to contact the Department of Administration to request an Advisory opinion related to three specific distributions of an email. The City Attorney's office was directed to draft the request and was authorized by full Council to submit the request to the Department of Administration. There was some delay, as there are differing opinions about whether or not the opinion was supposed to include a request as it relates to all three distributions of the email, or just one. She stated they worked with the employees Attorney to craft the language of that. She stated the request was submitted to the Department of Administration. Under Statute they have five business days from date of receipt, to advise the City if they are not going to issue an opinion, if issuing an opinion, they have 20 days. Based on timing, the item could be tabled to the November 9th or November 23rd meeting. She stated there should be a response from the Department of Administration for the November 9th meeting, but would not be within the 20-day timeframe. November 23rd would be beyond the 20-day period. She stated the following items for Council consideration:

1. Consider acceptance of investigative report

2. Consider taking any disciplinary action regarding Employee in that report.

Options include continuing it to a date certain, November 9 or November 23rd, or Council could choose to take different action regarding the report this evening. Communication from the Employee's Attorney was forwarded to the Council.

Councilmember Bartholomew stated in his opinion, it is mandatory to have the report before taking any action. Mayor Tourville stated regarding dates it is safer to have it for November 23rd instead of the 9th in the event it isn't back. Councilmember Bartholomew agreed.

Motion by Bartholomew second by Piekarski Krech to table this for date certain of November 23, 2020.

Mayor Tourville stated IPAD may say they are not going to comment, there wasn't a breach, or there was a breach. City Attorney McCauley Nason responded three things could happen:

1. The Department says they are not going to issue an opinion in the case. They do not have to issue an opinion because it is requested.
2. They could ask for additional supplemental/follow up information.
3. They could issue an opinion. There were specific questions that related to each of the specific distributions of the email. An opinion could be provided on one, or all of those questions.

Councilmember Dietrich stated it seems like this investigation has been flawed from the very start. She will vote nay because Ms. Shefchik needs to get back to work, the Council and the Mayor need to get back to doing the work of the Government, not these types of things. That is the reason for her Nay. Mayor Tourville stated this could have been solved in November 2019. All information was there. Questions were asked, one refused to give answers, the other one did. He stated in Councilmember Dietrich's opinion it's a waste of time.

Councilmember Dietrich stated she did not need for the Mayor to patronize her comment. Mayor Tourville responded he was not patronizing he was explaining his opinion. Information is needed in order to make a final decision. Councilmember Bartholomew stated there was a lengthy discussion regarding this. Four points needed clarification this is one of the four. He stated it is fair to all parties and residents to get that information and understand what they are doing.

Ayes: 4

Nays: 1 (Dietrich) Motion carried.

Janet Shefchik asked that giving opinions, speculations, and conjecture ends, and to wait for the information. She stated her Attorney and herself received the report on Saturday. The request for the Advisory opinion went in on Friday. She agreed there is a communication issue. She commented she has a lot to say but will wait until November. She asked to please refrain from making judgements.

Kelly Kayser, 1953 59th Court East, applauded Councilmember Bartholomew for pushing for the IPAD Investigation. She stated Ms. Shefchik asked for that back in July. She asked if Council looks back at the videos to see what was said. She asked who contacted Mr. Kuntz so that Mr. Kuntz could hire Mr. Lepak. She commented she has heard publicly that the Mayor and the City Administrator were involved. She read the following:

- Believes Attorney Scott Lepak is better suited to proceed with the investigation. He (City Attorney Kuntz) requested Mr. Lepak to proceed with the investigation rather than have his office do so.
- She stated she has asked how Ms. Quade got involved in presenting the investigation. She said Mayor Tourville told her it was public information and was a part of the investigation. She stated she was curious and went to Barna, Guzy, & Steffen's website and on the page for Government Law Services, it talks about data practices, and lists three Attorney's, Mr. Lepak is one of them. Then going Employment Law Services, that is where Ms. Quade and Ms. Moreau's names were as an Employment Attorneys. She stated the page states to "protect your legal rights at all stages of employment relationship. We defend Employers regarding discrimination, sexual harassment, non-compete convenience, and other employment disputes."
- She asked when Mr. Lepak came in July, he was talking about data practices. Then in September, the whole tone shifts and there are two Employment Attorney's speaking.
- She stated according to the memo, Mr. Lepak was the one hired. She asked why he was out of the loop. She commented from a resident perspective, if there was a data breach hasn't been answered.
- She wished opinions would have been solicited before voting to table it again because it's getting really long. She agreed with Councilmember Dietrich that there is other business to attend to.

She stated nothing sits right. From the very beginning it seems to have gotten off on the wrong foot with it turning into something else. She commented she wished that one of the Councilmembers had the courage to reject this and say it was time to move on. Councilmember Bartholomew responded two people did say it didn't seem there was anything there, but it takes three to move it on.

She stated the communication needs to improve. Mayor Tourville responded there are two people, with a possible breach they don't know if they did or did not. Two that have been publicly spoken about are the HR Director Janet Shefchik and Councilmember Dietrich. Ms. Kayser suggested not forgetting about the City Administrator. Mayor Tourville responded they are investigating that part.

Councilmember Dietrich stated that was not true. She stated she read a statement and Ms. Quade confirmed that Councilmember Dietrich did not have a part of a data breach. Mayor Tourville responded he did not say she had a data breach he said there was a possible data breach.

Ms. Kayser stated all Councilmembers were in that confidential room. She asked why this was not addressed then. She stated people have contacted her who have seen her speak about these issues. Mayor Tourville responded he has been contacted by several people that have said to receive the investigation and let the people decide. Ms. Kayser stated she did not want to do this, but this is very ugly for the City. Mayor Tourville agreed.

9. MAYOR AND COUNCIL COMMENTS:

City Administrator Lynch stated Wednesday is the Vitals Program at the Community Center. The Police Department is working on this program for adults and children with special needs. He encouraged people to come and listen to a presentation. He stated they have received 50 medallions for the first fifty people who attend. This helps the Police Department and those with special needs. He stated when Police are in the area or run into situations dealing with individuals with special challenges, they can be made aware of what those are immediately. The information comes up on mobile devices and makes the Officer's aware of triggers or a way to communicate in a special or different way. It helps the Police Department de-escalate situations and also helps contact dependency providers to be notified of a situation.

Mayor Tourville stated Dakota County has already had some success stories with it. He stated the Police Department is already involved in the program but want to take it to the next level.

Mayor Tourville stated the Work Session takes place on Monday, November 2nd at 6:00 p.m.
Voting takes place Tuesday, November 3rd.

City Clerk Kiernan stated in-person voting casting a Ballot into a tabulator begins tomorrow. Office hours are open from 8:00 to 4:30 Monday through Friday, and Saturday from 10:00 a.m. to 3:00 p.m. There are plenty of Staff available to help. She stated there is direct balloting this coming Monday from 8:00 to 5:00. Otherwise people can vote at the Polls on Election Day from 7:00 a.m. to 8:00 p.m.

Mayor Tourville stated there are many alternatives to Trick or Treating, numerous places are doing this. The City does not determine whether or not there would be door to door trick or treating.

8. EXECUTIVE SESSION:

A. Closed meeting pursuant to Minnesota Stat. Sec. 13D.05, Subd. 2B to consider allegations or charges against individual subject to Council authority in the Police Department (non-disciplinary). Note: No public report or Council memo associated with this item prior to Council consideration. Data is private Pursuant to Minnesota Statutes Section 13.43. Resolution 2020-239 Separation Agreement of Police Officer Shane Rambaum.

City Attorney McCauley Nason stated the closed meeting will involve the Cities Labor and Employment Counsel. Once the closed meeting is concluded any subsequent action would have to occur in open session. The Council is being asked to go into a closed session Pursuant to Minnesota Stat. Sec. 13D.05, Subd. 2B for preliminary consideration of allegations or charges against an individual subject to its authority. This closed session must also be open at the request of the individual who is the subject of the meeting, if that subject makes that request. The meeting must be recorded. The closed meeting will be held in Council Chambers and commence immediately. She stated once the closed meeting is completed, the City Council will reconvene the open meeting portion of tonight's City Council meeting where action may be taken by the Council regarding this item. She stated Council is moving into closed session, if the subject does not want a closed session, the Council would have to open it.

Return to Open meeting for action, if any associated with closed meetings.

Motion by Piekarski Krech second by Perry to adjourn the meeting and meet in closed session at the request of the Officer.

Ayes: 5
Nays: 0 Motion carried.

10. ADJOURN:

Council adjourned into Executive Session at 8:37 p.m.

Council reconvened to approve the following:

Motion by Piekarski Krech second by Bartholomew to approve Closed meeting pursuant to Minnesota Stat. Sec. 13D.05, Subd. 2B to consider allegations or charges against individual subject to Council authority in the Police Department (non-disciplinary). Note: No public report or Council memo associated with this item prior to Council consideration. Data is private Pursuant to Minnesota Statutes Section 13.43. Resolution 2020-239 Separation Agreement of Police Officer Shane Rambaum.

Ayes: 5
Nays: 0 Motion carried.

Motion by Piekarski Krech second by Dietrich to adjourn the Executive Session at 9:27 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 23, 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 November 5, 2020 to November 18, 2020.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending November 18, 2020. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$809,069.42
Debt Service & Capital Projects	218,341.43
Enterprise & Internal Service	242,596.13
Escrows	29,838.42
Grand Total for All Funds	<u><u>\$1,299,845.40</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 November 5, 2020 to November 18, 2020 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING November 18, 2020**

WHEREAS, a list of disbursements for the period ending November 18, 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	\$809,069.42
Debt Service & Capital Projects	218,341.43
Enterprise & Internal Service	242,596.13
Escrows	29,838.42
 Grand Total for All Funds	 <u><u>\$1,299,845.40</u></u>

Adopted by the City Council of Inver Grove Heights this 23d 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 11/5/2020 - 11/18/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABDO, EICK & MEYERS, LLP	435724	11/17/2020	Fire relief assn benefit projections	101.41.2000.415.30700	3,200.00
AFSCME COUNCIL 5	INV0106109	10/23/2020	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	824.64
AFSCME COUNCIL 5	INV0106110	10/23/2020	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	57.99
AFSCME COUNCIL 5	INV0106548	11/06/2020	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	824.64
AFSCME COUNCIL 5	INV0106549	11/06/2020	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	57.99
BITUMINOUS ROADWAYS, INC.	29826	11/17/2020	Road work	101.43.5200.443.60016	14,533.53
BITUMINOUS ROADWAYS, INC.	29910	11/17/2020	City of Inver Grove Heights	101.43.5200.443.60016	2,247.57
COLLINS ELECTRICAL CONST.	2033263.01	11/17/2020	Labor & Materials	101.43.5200.443.40046	353.32
COMCAST	11/05/2020	11/17/2020	Nov services	101.42.4200.423.30700	10.53
CULLIGAN	10/31/2020	11/17/2020	Water	101.42.4200.423.60045	86.31
DAKOTA CTY FINANCIAL SVCS	00039257B	11/05/2020	Re-issue missed payment	101.47.1400.413.40035	6,329.45
DANTZER, MICHAEL	08/16/2019	11/17/2020	Check #228774 Re-Issue	101.45.0000.3413000	246.00
EFTPS	INV0106133	10/23/2020	FEDERAL WITHHOLDING	101.203.2030200	57,592.72
EFTPS	INV0106135	10/23/2020	MEDICARE WITHHOLDING	101.203.2030500	17,063.88
EFTPS	INV0106136	10/23/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	50,991.49
EFTPS	INV0106575	11/06/2020	FEDERAL WITHHOLDING	101.203.2030200	59,479.41
EFTPS	INV0106577	11/06/2020	MEDICARE WITHHOLDING	101.203.2030500	16,546.64
EFTPS	INV0106578	11/06/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	46,430.78
EFTPS	INV0106579	11/06/2020	FEDERAL WITHHOLDING	101.203.2030200	4,553.81
EFTPS	INV0106581	11/06/2020	MEDICARE WITHHOLDING	101.203.2030500	471.48
EFTPS	INV0106584	11/06/2020	FEDERAL WITHHOLDING	101.203.2030200	5.06
EFTPS	INV0106586	11/06/2020	MEDICARE WITHHOLDING	101.203.2030500	17.34
FAHRNER ASPHALT SEALERS LLC	8300007257	11/17/2020	Patching	101.44.6000.451.40046	8,300.00
FIRSTSCRIBE	252770	11/17/2020	ROWay Web Application	101.43.5100.442.40044	250.00
FORCE AMERICA, INC.	001-1486438	11/17/2020	Steel bodies	101.43.5200.443.30700	86.49
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0106117	10/23/2020	HSA ELECTION-FAMILY	101.203.2032500	3,273.63
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0106118	10/23/2020	HSA ELECTION-SINGLE	101.203.2032500	4,846.35
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0106556	11/06/2020	HSA ELECTION-FAMILY	101.203.2032500	3,273.63
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0106557	11/06/2020	HSA ELECTION-SINGLE	101.203.2032500	4,846.35
GOODPOINTE TECHNOLOGY, INC.	4127	11/17/2020	Support agreements	101.43.5100.442.40044	2,845.00
ICMA RETIREMENT TRUST - 457	INV0106107	10/23/2020	457 - ROTH AGE 50+	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0106108	10/23/2020	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0106119	10/23/2020	ICMA-AGE <49	101.203.2031400	3,490.00
ICMA RETIREMENT TRUST - 457	INV0106120	10/23/2020	ICMA-AGE <49 %	101.203.2031400	8,347.28
ICMA RETIREMENT TRUST - 457	INV0106121	10/23/2020	ICMA-AGE 50+	101.203.2031400	7,201.15
ICMA RETIREMENT TRUST - 457	INV0106122	10/23/2020	ICMA-AGE 50+ %	101.203.2031400	881.96
ICMA RETIREMENT TRUST - 457	INV0106123	10/23/2020	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	91.25
ICMA RETIREMENT TRUST - 457	INV0106130	10/23/2020	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,042.28
ICMA RETIREMENT TRUST - 457	INV0106131	10/23/2020	ROTH IRA (AGE 50 & OVER)	101.203.2032400	944.00
ICMA RETIREMENT TRUST - 457	INV0106132	10/23/2020	ROTH-AGE <49 %	101.203.2032400	43.00
ICMA RETIREMENT TRUST - 457	INV0106546	11/06/2020	457 - ROTH AGE 50+	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0106547	11/06/2020	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0106558	11/06/2020	ICMA-AGE <49	101.203.2031400	3,340.00
ICMA RETIREMENT TRUST - 457	INV0106559	11/06/2020	ICMA-AGE <49 %	101.203.2031400	8,931.03
ICMA RETIREMENT TRUST - 457	INV0106560	11/06/2020	ICMA-AGE 50+	101.203.2031400	8,001.15
ICMA RETIREMENT TRUST - 457	INV0106561	11/06/2020	ICMA-AGE 50+ %	101.203.2031400	940.21
ICMA RETIREMENT TRUST - 457	INV0106562	11/06/2020	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	91.25
ICMA RETIREMENT TRUST - 457	INV0106571	11/06/2020	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,042.28
ICMA RETIREMENT TRUST - 457	INV0106572	11/06/2020	ROTH IRA (AGE 50 & OVER)	101.203.2032400	944.00
ICMA RETIREMENT TRUST - 457	INV0106573	11/06/2020	ROTH-AGE <49 %	101.203.2032400	48.64
ING DIRECT	INV0106587	11/06/2020	MSRS-HCSP	101.203.2032200	9,899.98
INNOVATIVE OFFICE SOLUTIONS	SUM-057126B	11/05/2020	Sept 2020	101.41.1100.413.80500	642.43
INNOVATIVE OFFICE SOLUTIONS	SUM-057126B	11/05/2020	Sept 2020	101.41.1200.414.60010	10.20
INNOVATIVE OFFICE SOLUTIONS	SUM-057126B	11/05/2020	Sept 2020	101.41.1200.414.60065	102.00
INNOVATIVE OFFICE SOLUTIONS	SUM-057126B	11/05/2020	Sept 2020	101.43.5100.442.60040	(23.97)
IUOE	INV0106563	11/06/2020	UNION DUES IUOE	101.203.2031000	1,143.42
KALDUNSKI, TOM	11/17/2020	11/17/2020	Toner Cartridge	101.43.5100.442.60010	53.55
LELS	INV0106564	11/06/2020	UNION DUES (LELS)	101.203.2031000	1,917.00
LELS SERGEANTS	INV0106574	11/06/2020	UNION DUES (LELS SGT)	101.203.2031000	372.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LC	49458	11/17/2020	Appl Sup - Fire	101.42.4200.423.30700	491.00
M & J SERVICES, LLC	2302	11/17/2020	Street sweeper per hour	101.43.5200.443.40046	3,532.50
M & J SERVICES, LLC	2303	11/17/2020	Street sweeper per hour	101.43.5200.443.40046	2,295.00
MACQUEEN EMERGENCY GROUP	16316	11/17/2020	Install new regulators	101.42.4200.423.50035	12.45
MCFOA	11/17/2020	11/17/2020	Judy Thill 2021 Membership	101.42.4200.423.50070	100.00
MCFOA	11/17/2020 Eric	11/17/2020	Eric Bergum 2021 Membership	101.42.4200.423.50070	100.00
MCKESSON MEDICAL-SURGICAL INC.	17075840	11/17/2020	Glove(s)	101.42.4200.423.60065	84.85
Michael A. Madigan	1579	11/10/2020	Cut weeds	101.45.3000.419.30700	48.21
Michael A. Madigan	1584	11/10/2020	Lawn care	101.45.3000.419.30700	80.34
MINNEAPOLIS OXYGEN CO.	00067078	11/17/2020	Oxygen	101.42.4200.423.30700	99.82
MINNEAPOLIS OXYGEN CO.	00067079	11/17/2020	Oxygen & Nitrogen	101.42.4200.423.30700	71.30
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0106551	11/06/2020	CASE #001490481201	101.203.2032100	306.89

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0106552	11/06/2020	CASE #001563363401	101.203.2032100	369.63
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0106553	11/06/2020	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0106554	11/06/2020	CASE #001521862201	101.203.2032100	186.89
MN DEPT OF REVENUE	INV0106134	10/23/2020	STATE WITHHOLDING	101.203.2030300	24,991.96
MN DEPT OF REVENUE	INV0106576	11/06/2020	STATE WITHHOLDING	101.203.2030300	25,606.78
MN DEPT OF REVENUE	INV0106580	11/06/2020	STATE WITHHOLDING	101.203.2030300	1,409.72
MN DEPT OF REVENUE	INV0106585	11/06/2020	STATE WITHHOLDING	101.203.2030300	20.41
MN GLOVE & SAFETY, INC.	325280	11/17/2020	Gloves	101.43.5200.443.60045	197.28
MN GLOVE & SAFETY, INC.	325401	11/17/2020	Parts	101.43.5200.443.60045	42.98
MN GLOVE & SAFETY, INC.	325457	11/17/2020	Gloves	101.43.5100.442.60045	965.96
MUNICIPAL EMERGENCY SERVICES, INC.	IN1514398	11/17/2020	Leather Boots	101.42.4200.423.60045	672.17
MUNICIPAL EMERGENCY SERVICES, INC.	IN1516861	11/17/2020	Clothing / Uniforms	101.42.4200.423.60045	5,615.08
PERA	INV0106124	10/23/2020	PERA COORDINATED PLAN	101.203.2030600	44,664.38
PERA	INV0106125	10/23/2020	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,435.78
PERA	INV0106126	10/23/2020	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0106127	10/23/2020	EMPLOYER SHARE (PERA DEFINED PLA	101.203.2030600	53.46
PERA	INV0106128	10/23/2020	PERA POLICE & FIRE PLAN	101.203.2030600	20,648.04
PERA	INV0106129	10/23/2020	EMPLOYER SHARE (POLICE & FIRE PLA	101.203.2030600	30,972.06
PERA	INV0106565	11/06/2020	PERA COORDINATED PLAN	101.203.2030600	45,248.18
PERA	INV0106566	11/06/2020	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,480.65
PERA	INV0106567	11/06/2020	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0106568	11/06/2020	EMPLOYER SHARE (PERA DEFINED PLA	101.203.2030600	53.46
PERA	INV0106569	11/06/2020	PERA POLICE & FIRE PLAN	101.203.2030600	22,762.45
PERA	INV0106570	11/06/2020	EMPLOYER SHARE (POLICE & FIRE PLA	101.203.2030600	34,143.64
PERA	INV0106582	11/06/2020	PERA POLICE & FIRE PLAN	101.203.2030600	70.58
PERA	INV0106583	11/06/2020	EMPLOYER SHARE (POLICE & FIRE PLA	101.203.2030600	105.87
PINE BEND PAVING, INC.	20-1095	11/17/2020	Asphalt	101.43.5200.443.60016	1,089.00
PINE BEND PAVING, INC.	20-1152	11/17/2020	Asphalt sand mix	101.43.5200.443.60016	206.25
RCM SPECIALTIES, INC.	7773	11/17/2020	Emulsion	101.43.5200.443.40046	625.10
REY'S TREE & LANDSCAPE LLC.	1	11/17/2020	Repair irrigation lines	101.43.5200.443.40046	1,946.50
SHAPCO PRINTING	254720	11/17/2020	Door Hanger	101.43.5200.443.60016	603.00
SHRED-N-GO, INC.	111071	11/17/2020	1054 lbs - 95 gallon carts by the pound	101.41.1200.414.30700	42.16
SOUTH METRO SWAT	11/02/2020	11/17/2020	Fort McCoy 2020 fees	101.42.4000.421.50080	730.20
STREICHER'S	1461791	11/17/2020	Kit	101.42.4000.421.60018	500.90
STRUCTURED NETWORK SOLUTIONS, INC.	23084	11/17/2020	Parts & Labor	101.47.1400.413.30700	514.90
T. A. SCHIFSKY & SONS, INC.	66698	11/17/2020	AC sand mix	101.43.5200.443.60016	282.58
T. A. SCHIFSKY & SONS, INC.	66729	11/17/2020	AC Sand Mix	101.43.5200.443.60016	143.42
TDS METROCOM	10/13/2020B	11/05/2020	Account#651-457-7490	101.47.1400.413.50020	175.20
TEXAS STATE DISBURSEMENT UNIT	INV0106550	11/06/2020	CASE #0012022247	101.203.2032100	401.13
TIMOTHY BROOKS	30144	11/10/2020	Gloves	101.42.4200.423.60045	6,093.60
UNIFIRST CORPORATION	0900586094	11/17/2020	Clothing / Uniforms	101.43.5200.443.60045	56.37
UNIFIRST CORPORATION	0900586094	11/17/2020	Clothing / Uniforms	101.44.6000.451.60045	26.52
UNIFIRST CORPORATION	0900587372	11/17/2020	Clothing / Uniforms	101.43.5200.443.60045	56.37
UNIFIRST CORPORATION	0900587372	11/17/2020	Clothing / Uniforms	101.44.6000.451.60045	26.52
UNIFIRST CORPORATION	0900588696	11/17/2020	Clothing / Uniforms	101.43.5200.443.60045	62.24
UNIFIRST CORPORATION	0900588696	11/17/2020	Clothing / Uniforms	101.44.6000.451.60045	29.31
UNIFIRST CORPORATION	0900589985	11/17/2020	Clothing / Uniforms	101.43.5200.443.60045	62.24
UNIFIRST CORPORATION	0900589985	11/17/2020	Clothing / Uniforms	101.44.6000.451.60045	29.31
UNIQUE PAVING MATERIALS CORP	55877	11/17/2020	UPM Cold Mix, Winter, Bulk	101.43.5200.443.60016	5,402.70
UPS	000027914A430	11/17/2020	Shipping	101.43.5200.443.60016	15.33
VOLUNTEER FIREFIGHTERS BENEFIT	11/05/2020	11/05/2020	Re-issue missed payment	101.42.4200.423.50070	6.00
WI SCTF (WI SUPPORT COLLECTIONS TRUST FUND)	INV0106555	11/06/2020	PARTICIPANT ID#0004986316	101.203.2032100	433.06
Fund: 101 - GENERAL FUND					666,609.17
HOLMES DESIGN, INC.	5267	11/17/2020	Fall 2020 Promotions	204.44.6100.452.30700	850.00
Fund: 204 - RECREATION FUND					850.00
HAFERMAN WATER CONDITIONING INC	56580509	11/17/2020	Softeners	205.44.6200.453.80200	10,800.25
HOLMES DESIGN, INC.	5267	11/17/2020	Fall 2020 Promotions	205.44.6200.453.30700	1,650.00
Fund: 205 - COMMUNITY CENTER					12,450.25
A-7 AUSTIN, LTD	11/09/2020	11/10/2020	1099-G tax forms	250.45.3000.419.30700	87.50
BEN J CHRISTOPHERSON, DDS, PA	11/11/2020	11/11/2020	CARES Small Business Grant	250.45.3000.419.70600	10,000.00
DAKOTA CTY COMM DEV AGENCY	11/10/2020	11/10/2020	CARES Small Business Admin Fees	250.45.3000.419.30700	8,227.50
HARRIS COMPUTER SYSTEMS	CT048535	11/10/2020	Services	250.45.3300.419.80620	69,137.00
HEALTH 1st CHIROPRACTIC & WELLNESS CENTER	11/11/2020	11/11/2020	CARES Small Business Grant	250.45.3000.419.70600	10,000.00
NONA LLC	11/11/2020	11/11/2020	CARES Small Business Grant	250.45.3000.419.30700	10,000.00
PORTICO HEALTHNET	11/11/2020	11/11/2020	CARES Non-Profit Grant Award	250.45.3000.419.70601	20,000.00
SALEM HILLS ELEMENTARY PTO	11/11/2020	11/11/2020	CARES Non-Profit Grant Award	250.45.3000.419.70601	1,708.00
Fund: 250 - CARES FEDERAL GRANT (CFDA 20.019)					129,160.00
KIMLEY-HORN & ASSOCIATES, INC.	17544009	11/17/2020	Services through Sept 30, 2020	436.73.5900.736.30300	11,895.83
Fund: 436 - 2016 IMPROVEMENT FUND					11,895.83
BARR ENGINEERING COMPANY	23191381.00-15	11/17/2020	Dickman Industrial Park Pond	437.73.5900.737.30300	1,519.00
BARR ENGINEERING COMPANY	23191381.00-16	11/17/2020	Dickman Industrial Park Pond	437.73.5900.737.30300	179.00
DAHN CONSTRUCTION	Pay Voucher 5	11/17/2020	Proj 2017-17 Pay Voucher 5	437.44.5900.737.80300	69,743.20
Fund: 437 - 2017 IMPROVEMENT FUND					71,441.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EJM PIPE SERVICES	Final Pay Voucher No. 9	11/09/2020	Proj 1811 - Final Pay Voucher	438.42.4200.423.80300	468.64
EJM PIPE SERVICES	Final Pay Voucher No. 9	11/09/2020	Proj 1808 - Final Pay Voucher	438.42.4200.423.80300	30,130.05
Fund: 438 - 2018 IMPROVEMENT FUND					30,598.69
EMMONS & OLIVIER RESOURCES	00095-0068-1B	11/12/2020	Schaaf settlement	439.73.5900.739.30700	12,255.82
Fund: 439 - 2019 IMPROVEMENT FUND					12,255.82
AMERICAN ENGINEERING TESTING, INC.	914882	11/17/2020	Construction Testing Services	440.74.5900.740.30340	2,224.00
AMERICAN ENGINEERING TESTING, INC.	914883	11/17/2020	Project Testing Services	440.74.5900.740.30340	12,287.20
BARR ENGINEERING COMPANY	23191446.00-2	11/17/2020	Old Village Drainage Study	440.74.5900.740.30300	899.75
BARR ENGINEERING COMPANY	23191446.00-2	11/17/2020	Old Village Drainage Study	440.74.5900.740.30300	899.75
BRAUN INTERTEC CORPORATION	B230060	11/17/2020	2019-09F Project	440.74.5900.740.30340	261.00
KIMLEY-HORN & ASSOCIATES, INC.	17587958	11/17/2020	Services through Sept 30, 2020	440.74.5900.740.30300	13,109.18
SHORT ELLIOTT HENDRICKSON, INC.	394388	11/17/2020	Bryant Lane Area Improvements	440.74.5900.740.30300	4,646.91
Fund: 440 - PAVEMENT MANAGEMENT PROJ					34,327.79
BARR ENGINEERING COMPANY	23190328.20-6	11/12/2020	IGH 2020 Project Reviews & Studies	441.74.5900.741.30300	21,151.00
BARR ENGINEERING COMPANY	23190328.20-8	11/17/2020	IGH 2020 Project Reviews and Studies	441.74.5900.741.30300	931.50
BARR ENGINEERING COMPANY	23190328.20-8	11/17/2020	IGH 2020 Project Reviews and Studies	441.74.5900.741.30300	598.00
EMMONS & OLIVIER RESOURCES	00095-0064-8	11/17/2020	IGH 2020 Development Review Assistance	441.74.5900.741.30300	1,092.00
NIEBUR TRACTOR & EQUIPMENT, INC.	01-146369	11/17/2020	STL - WIN BAROIL, GAL	441.74.5900.741.40066	139.60
Fund: 441 - STORM WATER MANAGEMENT					23,912.10
NEWMARK PARTNERS LP	257761	11/17/2020	Appraisal Report	446.74.5900.746.30300	6,500.00
WESTWOOD PROFESSIONAL SERVICES, INC.	1200900847	11/17/2020	Dahlsin property conceptual plans	446.74.5900.746.30300	3,815.00
WESTWOOD PROFESSIONAL SERVICES, INC.	1201000532	11/17/2020	Dahlsin Property Conceptual Plans	446.74.5900.746.30300	962.50
WSB & ASSOCIATES, INC.	R-014154-000-15B	11/17/2020	Check# 232612 Reissue	446.74.5900.746.30300	1,834.50
WSB & ASSOCIATES, INC.	R-016772-000-1	11/17/2020	65th Street Tree Survey	446.74.5900.746.30300	4,303.00
Fund: 446 - NW AREA					17,415.00
BARR ENGINEERING COMPANY	23190218.00-290	11/17/2020	Pine Bend Lanfill	451.75.5900.751.30700	1,717.50
HOISINGTON KOEGLER GROUP INC.	020-041-1	11/17/2020	IGH NW Area SAP	451.45.3000.419.30700	5,987.50
Fund: 451 - HOST COMMUNITY FUND					7,705.00
CITY OF MAPLEWOOD	011439	11/17/2020	Building rental (50 hrs)	470.42.4200.423.30700	8,000.00
RANDY'S SANITATION INC.	09/19/2020	10/10/2020	CALL-IN LOOSE DOC DESTR	470.43.5500.446.40025	790.00
Fund: 470 - 2020 IMPROVEMENT FUND					8,790.00
CAT-PERSONAL SAFETY TRAINING	INVER618	11/17/2020	Clothing / Uniforms	501.50.7100.512.60045	623.95
CITY OF BLOOMINGTON	2000290	11/17/2020	10/30/2020	501.50.7100.512.30700	420.00
CORE & MAIN LP	N236535	11/17/2020	Parts	501.50.7100.512.75500	6,736.02
ESS BROTHERS & SONS INC	AA10239	11/17/2020	San Lid	501.50.7100.512.60016	570.00
FERGUSON WATERWORKS	0464799	11/17/2020	O Ring	501.50.7100.512.60016	68.12
FERGUSON WATERWORKS	SC22102	11/17/2020	October service charge	501.50.7100.512.60016	6.77
GOPHER STATE ONE-CALL	0100485	11/17/2020	Tickets	501.50.7100.512.30700	619.65
GRAINGER	9695764267	11/17/2020	Parts	501.50.7100.512.40040	209.15
HACH COMPANY	12173536	11/17/2020	Swabs	501.50.7100.512.60019	56.10
HYDRODESIGNS, INC	0059391-IN	11/17/2020	MCC 3YR 1/8/18-1/7/21	501.50.7100.512.30700	1,247.25
KIMBALL MIDWEST	8336318	11/17/2020	Parts	501.50.7100.512.60016	273.00
LONE OAK COMPANIES	86080	11/17/2020	Mailing	501.50.7100.512.30700	294.57
LONE OAK COMPANIES	86080	11/17/2020	Mailing	501.50.7100.512.50035	1.50
LONE OAK COMPANIES	11/04/2020	11/17/2020	3095 estimated pieces	501.50.7100.512.50035	773.75
MID CITY SERVICES, INC.	137175	11/17/2020	Dust Mats	501.50.7100.512.40040	55.20
SHERWIN-WILLIAMS	1795-3	11/17/2020	Paint	501.50.7100.512.40040	278.41
VESSCO INC	81564	11/17/2020	Rebuild Chlorine Injectors	501.50.7100.512.40042	701.50
Fund: 501 - WATER UTILITY FUND					12,934.94
LONE OAK COMPANIES	86080	11/17/2020	Mailing	502.51.7200.514.30700	294.58
LONE OAK COMPANIES	86080	11/17/2020	Mailing	502.51.7200.514.50035	1.50
LONE OAK COMPANIES	11/04/2020	11/17/2020	3095 estimated pieces	502.51.7200.514.50035	773.75
Fund: 502 - SEWER UTILITY FUND					1,069.83
ARTISAN BEER COMPANY	3441367	11/17/2020	Beer	503.52.8300.524.76150	237.50
ARTISAN BEER COMPANY	3442535	11/17/2020	Beer	503.52.8300.524.76150	176.00
HEGGIES PIZZA	180156	11/17/2020	Pizza	503.52.8300.524.76050	53.60
MTI DISTRIBUTING CO	1283718-00	11/17/2020	Parts	503.52.8600.527.40042	776.97
PHILLIPS WINE & SPIRITS	6105609	11/17/2020	Liquor	503.52.8300.524.76150	386.01
SEXTON, CATHERINE	11/13/2020	11/17/2020	Anniversary membership refund	503.207.2070300	23.15
SEXTON, CATHERINE	11/13/2020	11/17/2020	Anniversary membership refund	503.52.0000.3483900	324.85
Fund: 503 - INVER WOOD GOLF COURSE					1,978.08
HEPPNER'S AUTO BODY	46905	11/17/2020	Parts & Labor	602.00.2100.415.40048	2,256.52
Fund: 602 - RISK MANAGEMENT					2,256.52
BANNERMAN	20409	11/17/2020	Tine	603.00.5300.444.40041	819.78
BATTERIES PLUS	P32666013	11/17/2020	Lithium battery	603.00.5300.444.40041	12.50
CRYSTEEL TRUCK EQUIPMENT	F46431	11/17/2020	Parts/Equipment	603.00.5300.444.80700	14,753.78
ELECTRIC FIRE & SECURITY	C3016	11/17/2020	Annualmonitoring 10/1/19 - 9/30/20	603.00.5300.444.40040	298.00
EMERGENCY APPARATUS MAINTENANCE	113641	11/17/2020	Parts & Labor	603.00.5300.444.40041	1,047.90
EMERGENCY APPARATUS MAINTENANCE	113642	11/17/2020	Parts & Labor	603.00.5300.444.40041	796.67
EMERGENCY APPARATUS MAINTENANCE	113644	11/17/2020	Parts & Labor	603.00.5300.444.40041	2,662.04

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EMERGENCY APPARATUS MAINTENANCE	113645	11/17/2020	Parts & Labor	603.00.5300.444.40041	1,957.85
EMERGENCY APPARATUS MAINTENANCE	113646	11/17/2020	Parts & Labor	603.00.5300.444.40041	719.69
EMERGENCY APPARATUS MAINTENANCE	113647	11/17/2020	Parts & Labor	603.00.5300.444.40041	494.14
EMERGENCY APPARATUS MAINTENANCE	114897	11/17/2020	Parts & Labor	603.00.5300.444.40041	2,352.85
FERRELLGAS	1113238250	11/17/2020	Gas	603.00.5300.444.40041	53.00
FORCE AMERICA, INC.	001-1484833	11/17/2020	Battery	603.00.5300.444.40041	53.01
FORCE AMERICA, INC.	001-1485885	11/17/2020	parts	603.140.1450050	269.33
FORCE AMERICA, INC.	001-1486364	11/17/2020	Steel body	603.140.1450050	152.88
FORCE AMERICA, INC.	001-1487929	11/17/2020	Delta Motor	603.140.1450050	672.36
H&L MESABI	07190	11/17/2020	Carbide blade	603.140.1450050	5,260.00
INVER GROVE FORD	10/26/2020	11/17/2020	Electrical Repair	603.00.5300.444.40041	597.73
INVER GROVE FORD	5292605	11/17/2020	Kit	603.00.5300.444.40041	9.06
KIMBALL MIDWEST	8350420	11/17/2020	PIN	603.00.5300.444.60012	51.24
KREMER SERVICES LLC	71247	11/17/2020	Alignment	603.00.5300.444.40041	167.94
LITTLE FALLS MACHINE INC	359471	11/17/2020	Parts	603.00.5300.444.40041	1,243.27
LITTLE FALLS MACHINE INC	359472	11/17/2020	parts	603.00.5300.444.40041	35.85
LITTLE FALLS MACHINE INC	359485	11/17/2020	Parts	603.00.5300.444.40041	170.01
MACQUEEN EMERGENCY GROUP	W02996	11/17/2020	Parts & Labor	603.00.5300.444.40041	1,763.30
MANSFIELD OIL COMPANY	149553	11/17/2020	Fuel	603.140.1450060	10,667.63
MANSFIELD OIL COMPANY	150747	11/17/2020	Fuel	603.140.1450060	1,403.93
MANSFIELD OIL COMPANY	22022585	11/17/2020	Fuel	603.140.1450060	6,000.92
MANSFIELD OIL COMPANY	22034625	11/17/2020	Fuel	603.140.1450060	863.09
MID CITY SERVICES, INC.	144725	11/17/2020	Dust mats	603.00.5300.444.40065	71.00
MID CITY SERVICES, INC.	137176	11/17/2020	Dust Mats	603.00.5300.444.40065	71.00
MN DEPT OF REVENUE	11/23/2020	11/17/2020	Fuel Tax	603.00.5300.444.60021	414.68
MTI DISTRIBUTING CO	1282493-00	11/17/2020	Mount	603.00.5300.444.40041	78.12
MTI DISTRIBUTING CO	1282549-00	11/17/2020	Parts	603.00.5300.444.40041	168.34
MTI DISTRIBUTING CO	1282754-00	11/17/2020	Gearbox Brackets	603.00.5300.444.40041	100.47
NORTH AMERICAN TRAILER SALES	030001348182	11/17/2020	Wheels, Hubs and Bearings -Drive Seal- Re	603.00.5300.444.40041	1,463.68
NORTH AMERICAN TRAILER SALES	030004165676	11/17/2020	Battery core	603.00.5300.444.40041	466.96
NORTH AMERICAN TRAILER SALES	030004166481	11/17/2020	Sealed OVAL taillight	603.140.1450050	7.46
NORTH AMERICAN TRAILER SALES	030004166482	11/17/2020	Red hi count LED	603.00.5300.444.40041	57.70
NORTH AMERICAN TRAILER SALES	030004166515	11/17/2020	Electric Brake	603.00.5300.444.40041	225.28
NORTH AMERICAN TRAILER SALES	030004166543	11/17/2020	Lamp	603.00.5300.444.40041	4.05
NORTHERN SAFETY TECHNOLOGY INC	51250	11/17/2020	Lamp	603.00.5300.444.40041	499.13
NUSS TRUCK AND EQUIPMENT	4024888	11/17/2020	Parts	603.00.5300.444.40041	2,292.04
NUSS TRUCK AND EQUIPMENT	4649169P	11/17/2020	Valve	603.00.5300.444.40041	52.28
O' REILLY AUTO PARTS	1767-108647	11/17/2020	HYD Fitting	603.140.1450050	141.69
O' REILLY AUTO PARTS	1767-108666	11/17/2020	HYD Fitting	603.140.1450050	181.81
O' REILLY AUTO PARTS	1767-108831	11/17/2020	MEGACRIMP	603.140.1450050	387.12
O' REILLY AUTO PARTS	1767-109012	11/17/2020	CABIN FILTER	603.00.5300.444.40041	28.06
O' REILLY AUTO PARTS	1767-109020	11/17/2020	Battery	603.00.5300.444.40041	179.52
O' REILLY AUTO PARTS	1767-109231	11/17/2020	MegaCrimp	603.140.1450050	32.36
O' REILLY AUTO PARTS	1767-109288	11/17/2020	Oil Filter	603.140.1450050	8.44
O' REILLY AUTO PARTS	1767-109292	10/23/2020	Frt. Charge	603.140.1450050	(12.73)
O' REILLY AUTO PARTS	1767-109896	11/17/2020	Air Filter	603.140.1450050	32.96
O' REILLY AUTO PARTS	1767-110036	11/17/2020	Absorbent	603.00.5300.444.60012	324.50
O' REILLY AUTO PARTS	1767-110474	11/17/2020	Filter	603.140.1450050	125.37
O' REILLY AUTO PARTS	1767-110477	11/17/2020	Cabin Filter	603.00.5300.444.40041	28.06
O' REILLY AUTO PARTS	1767-110526	11/17/2020	Mud Flap	603.00.5300.444.40041	48.57
O' REILLY AUTO PARTS	1767-111234	11/17/2020	Wiper Blade	603.140.1450050	91.35
O' REILLY AUTO PARTS	1767-111424	11/17/2020	MegaCrimp	603.140.1450050	38.67
O' REILLY AUTO PARTS	1767-112128	11/17/2020	Gasket Maker	603.00.5300.444.60012	52.77
O' REILLY AUTO PARTS	1767-112790	11/09/2020	Freight Credit	603.00.5300.444.40040	(6.53)
O' REILLY AUTO PARTS	1767-112995	11/17/2020	Infred Therm	603.00.5300.444.60040	34.99
O' REILLY AUTO PARTS	1767-113368	11/17/2020	Wiper Blade	603.00.5300.444.40041	32.42
OVERHEAD DOOR CO OF THE NORTHLAND	118136	11/17/2020	Preventative Maintenance	603.00.5300.444.40040	308.90
P.Q.L. INC.	33102922-01	11/17/2020	lightbulbs	603.00.5300.444.60016	392.94
POMP'S TIRE SERVICE, INC.	980073392	11/17/2020	Credit	603.00.5300.444.60014	(30.00)
POMP'S TIRE SERVICE, INC.	980073561	11/17/2020	Parts & Labor	603.00.5300.444.60014	202.00
POMP'S TIRE SERVICE, INC.	980074044	11/17/2020	Parts & Labor	603.00.5300.444.60014	3,739.28
POMP'S TIRE SERVICE, INC.	980074496	11/17/2020	Parts & Labor	603.00.5300.444.60014	3,292.00
SEMA EQUIPMENT INC.	1457490	11/17/2020	Seal, Thermostat & Freight	603.00.5300.444.40041	81.60
SWEEPER SERVICES	20173	11/17/2020	Sweeper services	603.00.5300.444.40041	60.55
TOTAL CONSTRUCTION & EQUIP.	20044	11/17/2020	Materials & Labor	603.00.5300.444.40040	1,180.08
TOTAL TOOL SUPPLY, INC	01429273	11/17/2020	Dust masks	603.00.5300.444.60012	60.00
TRENCHERS PLUS, INC.	RT42834	11/17/2020	Parts	603.00.5300.444.40041	1,038.92
TRENCHERS PLUS, INC.	RT42891	11/17/2020	Labor charges	603.00.5300.444.40041	110.00
TRI-STATE BOBCAT INC.	P44385	11/17/2020	Track 12" C-Pat	603.00.5300.444.40041	2,400.00
TRI-STATE BOBCAT INC.	P44386	11/17/2020	Kit Marker Rod	603.00.5300.444.40041	52.36
UNIFIRST CORPORATION	0900586094	11/17/2020	Clothing / Uniforms	603.00.5300.444.40065	130.97
UNIFIRST CORPORATION	0900586094	11/17/2020	Clothing / Uniforms	603.00.5300.444.60045	35.55
UNIFIRST CORPORATION	0900587372	11/17/2020	Clothing / Uniforms	603.00.5300.444.40065	130.97
UNIFIRST CORPORATION	0900587372	11/17/2020	Clothing / Uniforms	603.00.5300.444.60045	35.55
UNIFIRST CORPORATION	0900588696	11/17/2020	Clothing / Uniforms	603.00.5300.444.40065	138.47
UNIFIRST CORPORATION	0900588696	11/17/2020	Clothing / Uniforms	603.00.5300.444.60045	39.08
UNIFIRST CORPORATION	0900589985	11/17/2020	Clothing / Uniforms	603.00.5300.444.40065	138.47
UNIFIRST CORPORATION	0900589985	11/17/2020	Clothing / Uniforms	603.00.5300.444.60045	39.08
WORLD FUEL SERVICES	200166916355-41801	11/17/2020	Diesel Exhaust	603.00.5300.444.40041	154.00
WORLD FUEL SERVICES	201496224268-41801	11/17/2020	Fuel	603.00.5300.444.60012	145.46
ZARNOTH BRUSH WORKS	0182194-IN	11/17/2020	Parts	603.00.5300.444.40041	73.90

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ZARNOTH BRUSH WORKS	0182194-IN	11/17/2020	Parts	603.140.1450050	697.20
ZARNOTH BRUSH WORKS	0182204-IN	11/17/2020	O-ring seal	603.00.5300.444.40041	14.50
ZIEGLER INC	SW050348969	11/17/2020	Parts	603.00.5300.444.40041	1,369.50
ZIEGLER INC	SW000226260	11/17/2020	Parts & Labor	603.00.5300.444.40041	6,701.42
Fund: 603 - CENTRAL EQUIPMENT					85,804.09
INNOVATIVE OFFICE SOLUTIONS	SUM-057126B	11/05/2020	Sept 2020	604.00.2200.416.60005	261.81
INNOVATIVE OFFICE SOLUTIONS	SUM-057126B	11/05/2020	Sept 2020	604.00.2200.416.60010	3,707.64
JACKSON HIRSH INC	1037468	11/17/2020	Supplies	604.00.2200.416.60010	225.22
Fund: 604 - CENTRAL STORES					4,194.67
CATHERINE M. PERME	1243	11/17/2020	Amended work plan	605.00.7500.460.30700	2,500.00
CATHERINE M. PERME	1246	11/17/2020	Amended work plan	605.00.7500.460.30700	2,500.00
NAC MECHANICAL & ELECTRICAL SERVICE	2854-01	11/12/2020	Main Contract	605.00.7500.460.80800	43,016.00
NAC MECHANICAL & ELECTRICAL SERVICE	2855-01	11/12/2020	Main contract	605.00.7500.460.80800	49,887.00
NAC MECHANICAL & ELECTRICAL SERVICE	2856-01	11/10/2020	Main Contract	605.00.7500.460.80800	36,455.00
Fund: 605 - CITY FACILITIES					134,358.00
BARR ENGINEERING COMPANY	23190328.20-6B	11/17/2020	IGH 2020 Project Reviews and Studies	702.229.2282703	1,734.00
BARR ENGINEERING COMPANY	23190328.20-6B	11/17/2020	IGH 2020 Project Reviews and Studies	702.229.2283203	123.00
BARR ENGINEERING COMPANY	23190328.20-6B	11/17/2020	IGH 2020 Project Reviews and Studies	702.229.2288503	1,263.50
BARR ENGINEERING COMPANY	23190328.20-6B	11/17/2020	IGH 2020 Project Reviews and Studies	702.229.2291502	1,536.50
BARR ENGINEERING COMPANY	23190328.20-6B	11/17/2020	IGH 2020 Project Reviews and Studies	702.229.2291502	2,919.00
BARR ENGINEERING COMPANY	23190328.19-21	11/17/2020	IGH 2019 Project Reviews and Studies	702.229.2282803	100.05
BARR ENGINEERING COMPANY	23190328.19-21	11/17/2020	IGH 2019 Project Reviews and Studies	702.229.2283203	344.00
BARR ENGINEERING COMPANY	23190328.20-8	11/17/2020	IGH 2020 Project Reviews and Studies	702.229.2288503	156.00
BARR ENGINEERING COMPANY	23190328.20-8	11/17/2020	IGH 2020 Project Reviews and Studies	702.229.2291502	910.00
BARR ENGINEERING COMPANY	23190328.20-8	11/17/2020	IGH 2020 Project Reviews and Studies	702.229.2291502	3,898.01
EMMONS & OLIVIER RESOURCES	00095-0064-8	11/17/2020	IGH 2020 Development Review Assistance	702.229.2285603	10,500.50
EMMONS & OLIVIER RESOURCES	00095-0064-8	11/17/2020	IGH 2020 Development Review Assistance	702.229.2291103	389.75
EMMONS & OLIVIER RESOURCES	00095-0065-8	11/17/2020	IGH 2020 Construction Observation	702.229.2282100	945.40
EMMONS & OLIVIER RESOURCES	00095-0065-8	11/17/2020	IGH 2020 Construction Observation	702.229.2290303	1,769.90
FLINT HILLS RESOURCES PINE BEND, LLC	11/06/2020	11/17/2020	Escrow Release	702.229.2288703	1,088.81
SAFETY SIGNS	203493	11/17/2020	Signs	702.229.2292502	2,160.00
Fund: 702 - ESCROW FUND					29,838.42
Grand Total					1,299,845.40

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: November 23, 2020
 Item Type: Consent Agenda
 Contact &
 Reviewed by: Janet Shefchik, HR Manager
 Prepared by: Cora Bauer, HR Coordinator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

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

Temp/Seasonal Employment:

Alexis Rojas-Westall, Recreation Instructor
 Jerryn Storm, Recreation Instructor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Correspondence Related to Application by SKB Environmental Inc. for a Certificate of Need for the SKB Rich Valley Landfill

Meeting Date: November 23, 2020
 Item Type: Consent
 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

The City Council is to consider approving the submittal of the attached “Letter of Acknowledgement” to the Minnesota Pollution Control Agency (MPCA) related to application by SKB Environmental Inc. for a Certificate of Need for the SKB Rich Valley Landfill.

SUMMARY

SKB Rich Valley Landfill (2490 117th Street) has notified the City that they are interested in modifying existing city permits to accept non-hazardous industrial wastes (industrial waste) and mixed municipal solid waste (MMSW). SKB has also noted they will be applying to the MPCA’s Certificate of Need (CON) application process by January 2020 to receive MMSW disposal capacity.

At the November 2nd, 2020 City Council Work Session, SKB requested that the City submit a letter to the MPCA as part of their CON application that indicates the City is aware of SKB’s intent to apply for the CON process and outlines which city review steps are necessary for SKB to obtain City approvals. At the November 2nd, 2020 City Council Work Session, City Council directed staff to draft a letter to be reviewed by the City Attorney’s office and placed on an upcoming meeting agenda for City Council review and consideration. This draft letter is attached.

City code 10-13E-7 currently prohibits the development of a new sanitary landfill and disposal of industrial waste unless a Zoning Text Code Amendment and Conditional Use Permit are received. Additionally, SKB’s existing approvals do not allow for the final disposal of industrial waste or mixed municipal solid waste (MMSW) at SKB Rich Valley. SKB would have to make application for and receive City approvals to accept industrial waste and MMSW at the Rich Valley Landfill.

It is the City’s understanding that if SKB is selected on a preliminary basis by MPCA to receive CON, changes to city code must be made and SKB must secure proper approvals from the City before the final CON is awarded to SKB by the MPCA. The City expresses no opinion as to whether the changes and approvals will be granted.

CONCLUSION

The City Council is to consider approving the submittal of the attached “Letter of Acknowledgement” to the Minnesota Pollution Control Agency (MPCA). The statement that “the City expresses no opinion as to whether the changes and approvals will be granted” has been included in the letter as directed by the City Council at the November 2nd City Council Work Session. This letter is intended to be solely a notice that the City is aware of SKB’s intent to apply for CON and to provide the City approvals necessary for SKB to obtain.



City of Inver Grove Heights

www.ighmn.gov

November ____, 2020

To: Kirk Koudelka, Minnesota Pollution Control Agency
Peter Sandhei, Minnesota Pollution Control Agency

From: City of Inver Grove Heights

Subject: Letter of Acknowledge of SKB's Intent to Apply for Certificate of Need

This letter is in response to SKB Environmental Inc.'s (SKB) recent notification submitted to the City of Inver Grove Heights (City) regarding their intent to apply for MPCA's Certificate of Need (CON) for SKB Rich Valley Landfill. As part of their application, SKB has requested that the City submit a letter to the MPCA that indicates the City is aware of SKB's intent to apply for the CON process and outlines which city review steps are necessary for SKB to obtain City approvals.

This letter is acknowledging that the city is aware of SKB's intent to apply for the MPCA's CON process. To date the city has received the attached notification from SKB dated October 27, 2020 and an informational presentation from SKB at the November 2, 2020 City Council Work Session meeting.

City code 10-13E-7 currently prohibits the development of a new sanitary landfill and disposal of industrial waste unless a Zoning Text Code Amendment and Conditional Use Permit are received. Additionally, SKB's existing approvals do not allow for the final disposal of industrial waste or mixed municipal solid waste (MMSW) at SKB Rich Valley. SKB would have to make application for and receive City approvals to accept industrial waste and MMSW at the Rich Valley Landfill. An initial review of the documents indicates that SKB would have to make application for a:

- Zoning Ordinance Amendment
- Non-Conforming Use Certificate Amendment (NCUC)
- Conditional Use Permit Amendment (CUP)
- Host Community Agreement Amendment

The application review processes would involve:

- A review of technical issues by Barr Engineering, the City's Environmental engineering consultant
- Review of land use implications by City staff
- Review of site plans for compliance with, but not limited to, zoning, stormwater, fire and buildings codes

- Preparation of the amended ordinance, a Non-Conforming Use Certificate, and Conditional Use Permit by LeVander Gillen & Miller, the City Attorney
- Amendment or new Host Community Agreement (HCA)
- Review and recommendation by the Environmental Commission
- Review and recommendation by the Planning Commission
- Consideration by the City Council, including up to three readings of the ordinance amendment

It is the City's understanding that if SKB is selected on a preliminary basis by MPCA to receive CON, changes to city code must be made and SKB must secure proper approvals from the City before the final CON is awarded to SKB by the MPCA. The City expresses no opinion as to whether the changes and approvals will be granted.

Sincerely,

CITY OF INVER GROVE HEIGHTS

Mayor George Tourville

cc: Ryan O'Gara, SKB Environmental Inc.
Joe Lynch, City of Inver Grove Heights
Heather Rand, City of Inver Grove Heights
Ally Sutherland, City of Inver Grove Heights
Allan Hunting, City of Inver Grove Heights
Jeff Ubl, Barr Engineering
Bridget Nason, LeVander, Gillen & Miller
Tim Kuntz, LeVander, Gillen & Miller

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. _____**

**A RESOLUTION APPROVING CORRESPONDENCE RELATED TO APPLICATION
BY SKB ENVIRONMENTAL INC. FOR A CERTIFICATE OF NEED FOR THE SKB
RICH VALLEY LANDFILL**

WHEREAS, at its November 2, 2020 Council Work Session, the Inver Grove Heights City Council heard a presentation from representatives of SKB Environmental, Inc., related to its intent to apply for a Certificate of Need for the SKB Rich Valley Landfill, with the intention, if received, of seeking the necessary City and other approvals in order to permit the final disposal of industrial waste and mixed municipal solid waste (MMSW) at the SKB Rich Valley Landfill; and

WHEREAS, following its presentation on November 2, 2020, SKB Environmental, Inc. has requested a written letter from the City of Inver Grove Heights acknowledging that the City is aware of SKB's intention to apply for a Certificate of Need and, if awarded, to seek the necessary City and other approvals in order to permit the final disposal of industrial waste and mixed municipal solid waste (MMSW) at the SKB Rich Valley Landfill.

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

1. Acknowledges that it is aware of SKB Environmental Inc.'s intent to apply for a Certificate of Need for the SKB Rich Valley Landfill and, if granted, to seek the necessary City and other approvals in order to permit the final disposal of industrial waste and mixed municipal solid waste (MMSW) at the SKB Rich Valley Landfill.
2. Authorizes that the attached letter be executed by the Mayor and sent to SKB Environmental, Inc.

This resolution is passed and adopted by the City of Inver Grove Heights, Dakota County, Minnesota this 23rd day of November 2020.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Grant Contract for 2021 Dakota County Community Waste Abatement Grant Program Funds

Meeting Date: November 23, 2020
 Item Type: Consent
 Contact: Ally Sutherland 651-604-8511
 Prepared by: Ally Sutherland, Environmental Specialist
 Reviewed by: 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

The City Council is to consider adopting the “Resolution Approving Grant Contract For 2021 Dakota County Community Waste Abatement Grant Program Funds” as attached.

SUMMARY

In 2013, a waste composition study conducted by the State of Minnesota found that nearly 75% of the Twin Cities Metro Area’s trash was recyclable or compostable material. In response to this study, the Minnesota State Legislature set a statewide goal to recycle or compost 75% of solid waste by 2030.

State law requires Twin Cities metropolitan counties to revise their Solid Waste Master Plans with strategies to comply with state mandates and recycling goals. In 2018, Dakota County adopted their 2018-2038 Solid Waste Master Plan (“Master Plan”) that details future planning efforts to increase the County’s recycling rate. In 2019, 53% of solid waste in Dakota County was recycled or composted.

Through the Dakota County Community Waste Abatement Grant Program (“Grant Program”), Dakota County provides funding annually to cities for waste abatement activities to support the State and County’s recycling goals. The City of Inver Grove Heights is eligible to apply for grant funding up to \$51,666.15 through the 2021 Grant Program for waste abatement activities. The eligible funding amount is calculated based on number of households by city.

On October 26, 2020, the City Council adopted the resolution approving the attached application for the 2021 Dakota County Community Waste Abatement Grant Program be submitted. The application was submitted to Dakota County on October 27, 2020 and has since been approved by the County. Dakota County has now provided the attached Grant Contract for signature by the authorized signatory to approve the contract.

The Dakota County Community Waste Abatement Grant reimburses the City for the majority of the mixed municipal solid waste abatement program activities, however annually there is typically a small portion of remaining related expenses not reimbursed by the grant. The remaining grant program expenses vary annually and occur due to one or more of the following reasons: Related expenses are determined as ineligible for reimbursable by the grant contract; The total expense to implement the grant project

activities exceeds the total eligible funding amount awarded to Inver Grove Heights; or The maximum eligible funding available per grant funding category has been exceeded.

All grant program related expenses are coded to a Local Improvement Fund, and any expenses exceeding the grant reimbursement will be covered by a year-end transfer from the Host Community Fund. Past remaining expenses have included: Food and beverages purchased for employees and volunteers at special collection events (\$400-\$500); Staff time and benefits for project implementation and staffing of special collection events (\$5,000-\$8,000); and Trash bins (\$500-\$1000).

CONCLUSION

Staff recommends adopting the "Resolution Approving Grant Contract For 2021 Dakota County Community Waste Abatement Grant Program Funds" as attached. The attached Resolution and Grant Contract must be approved by City Council to be eligible for 2021 Dakota County Community Waste Abatement Grant Program funds.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING GRANT CONTRACT FOR 2021 DAKOTA COUNTY
COMMUNITY WASTE ABATEMENT GRANT PROGRAM FUNDS**

WHEREAS, the State of Minnesota has set a goal for Dakota County to recycle or compost 75% of solid waste by the year 2030;

WHEREAS, Dakota County provides funding to cities for waste abatement activities to support the State of Minnesota's 2030 recycling goal and the 2018-2038 Dakota County Solid Waste Master Plan goals;

WHEREAS, the City of Inver Grove Heights is committed to supporting the State of Minnesota and Dakota County waste abatement efforts by completing all actions identified in the attached 2021 Dakota County Community Waste Abatement Application and Contract;

WHEREAS, on October 26, 2020 the City of Inver Grove Heights approved the 2021 Dakota County Community Waste Abatement Grant Program application be submitted to Dakota County;

WHEREAS, Dakota County has allocated \$51,666.15 for the City of Inver Grove Heights based on the number of households in the city to complete all actions identified in the attached 2021 Dakota County Community Waste Abatement Grant Program Application and Contract;

WHEREAS, the following year-end operating transfers for the remaining expenses related to the 2021 Dakota County Community Waste Abatement Grant Program are authorized if needed:

From: Host Community Fund
To: Local Improvement Fund

NOW, THEREFORE, BE IT RESOLVED that Mayor George Tourville act as the legal Sponsor for the project contained in the 2021 Dakota County Community Waste Abatement Grant Program and is hereby authorized to execute the Grant Contract on behalf of the City of Inver Grove Heights.

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

Ayes:
Nays:

SIGNED:

(Date)

George Tourville, Mayor

WITNESSED:

Rebecca Kiernan, City Clerk

(Date)

**COMMUNITY WASTE ABATEMENT
2021 GRANT AGREEMENT**

This Community Waste Abatement Grant Agreement (Agreement) is made and entered into by and between the County of Dakota, acting through its Environmental Resources Department (County) and City of Inver Grove Heights (Grantee).

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. §115A.551); and

WHEREAS, Dakota County Solid Waste Ordinance 110 requires each municipality in the County to have a solid waste abatement program that is consistent with the Dakota County Solid Waste Master Plan (Master Plan); and

WHEREAS; the Dakota County Solid Waste Master Plan (Master Plan) governs all solid waste management in the County (Minn. Stat. § 115A.46); and

WHEREAS, municipalities may not develop or implement a solid waste management activity that is inconsistent with the Master Plan (Minn. Stat. § 115A.46); and

WHEREAS, the Master Plan supports performance-based funding for municipalities to develop and implement waste abatement programs, education, and outreach; and

WHEREAS, by Resolution No. 19-577 (June 18, 2019), the Dakota County Board of Commissioners approved the Community Waste Abatement Grant Program; and

WHEREAS, funding amounts are established by the County Board each year as part of the Environmental Resources Department (Department) budget; and

WHEREAS, the Grantee agrees to perform all activities described in this Agreement and Dakota County Waste Abatement Community Grant Program Exhibits 1 (Guidelines) and 2 (Application)(collectively referred to as the "Exhibits") to the satisfaction of the County.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the County and the Grantee agree as follows:

AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to provide grant funding to eligible municipalities to implement solid waste abatement activities as described in this Agreement and the Exhibits.
2. **ELIGIBILITY.** Eligible municipalities include Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Lilydale, Mendota, Mendota Heights, Rosemount, South St. Paul, Sunfish Lake and West St. Paul.
3. **PARTIES.** The parties to this Agreement are the County and Grantee, collectively referred to as the "parties".
4. **TERM.** Notwithstanding the dates of signatures of the parties to this Agreement, this Agreement shall commence on January 1, 2021 and terminate December 31, 2021, unless earlier terminated by law or according to the provisions of this Agreement.
 - A. The activities identified in Exhibit 2 must be completed between January 1, 2021 and December 31, 2021.
 - B. To obtain reimbursement for the activities identified in Exhibit 2, and completed between January 1, 2021 and December 31, 2021, a reimbursement request must be submitted on or before March 15, 2022.
5. **GRANTEE OBLIGATIONS.** The Grantee shall:
 - A. Develop, implement, and operate a local comprehensive landfill abatement program that complies with the Master Plan, Dakota County Solid Waste Ordinance 110, this Agreement, and the Exhibits.
 - B. Fulfill all responsibilities for Base and, if applicable, for Supplemental Funding as outlined in Exhibit 1.
 - C. Report time, expense, and performance pursuant to responsibilities set forth in this Agreement using County report forms (Exhibit 2) and additional agreed-upon reporting tools provided by the County Liaison.
6. **ELIGIBLE AND INELIGIBLE EXPENSES.** Grantee may use allocated funds only on eligible items as identified in Exhibit 1 and completed within the calendar year of this Agreement. Other waste abatement expenses may be eligible with prior written approval from the County Liaison.

- 7. FUNDING AMOUNT.** Grantees receive performance-based funding in part from a pass-through grant from the State. Funding amounts are contingent upon available State and County funds and reflect the funding levels approved by the County Board as part of the annual budget. Base Funding is allocated for administration, residential communications, municipal facilities best management verification and employee education, and special collections. Optional Supplemental Funding is allocated for multifamily recycling, municipal facilities/parks infrastructure or reuse, in-person education, event recycling/organics, and to meet funding gaps in eligible grant categories. The allocated funding for the Grantee, or the fiscal agent of a legal entity acting on its behalf, shall be in the total amount not to exceed \$51,666.15, as set forth in Exhibit 2.
- 8. FUNDING MATCH.** Grantees shall provide a 25% match of the total reimbursed grant funding amount through a cash match, in-kind contribution, or combination thereof, to pay for any new or ongoing activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing).
- 9. FUNDING SOURCE ACKNOWLEDGEMENT.** Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.
- 10. RECORDS.** The Grantee shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Grantee shall manage funds in a dedicated account, maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
- 11. PERFORMANCE REPORTING AND REIMBURSEMENT.** Grantees shall report performance of responsibilities set forth in this Agreement and the Exhibits on a report form provided by the County. Grantees may request reimbursement for eligible expenses, less revenues or other funds received, incurred in connection with the performance of activities in accordance with this Agreement and the Exhibits on a reimbursement form provided by the County.

Reimbursement requests must be submitted to the County Liaison by July 15 of the grant calendar year and by January 15 following the grant calendar year. The Grantee must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that the Grantee has submitted complete documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

Reimbursement requests must be supported by documentation such as vendor invoices, receipts, or detailed financial reports produced using municipal accounting software, itemizing all expenses related to the grant, including salary and benefits. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.

No payment will be made for activities on reimbursement requests with incomplete documentation. Complete reimbursement requests are reviewed by the County Liaison. Payment for approved reimbursement requests will be made to the Grantee within 30 calendar days of approved reimbursement request submissions. No reimbursements will be made for expenditures incurred prior to the effective date of this Agreement or for reimbursement requests received after February 15 following the grant calendar year.

- 12. FAILURE TO PERFORM.** Upon review of each Grantee report, the County Liaison will notify the Grantee in writing of any unsatisfactory performance. Reimbursements will be authorized only for activities performed to the satisfaction of the County within the terms of this Agreement.
- 13. AMENDMENTS.** The Dakota County Environmental Resources Director (Director) shall have the authority to approve modifications to the Funding Amount activities as requested by the Grantee, as long as the amount payable does not exceed the amount allocated in Section 7 and so long as the proposed modifications are consistent with the Agreement and Exhibits. The County Liaison shall have the authority to approve modifications to the Application activities and related expenses within a funding category as requested by the Grantee, so long as the proposed modifications are consistent with the Agreement and Exhibits.
- 14. PROPERTY.** Upon termination of this Agreement or unless otherwise specified, any eligible infrastructure purchased by the Grantee or by the County and provided to the Grantee to fulfill Grant obligations shall be the sole property of the Grantee.

15. INDEMNIFICATION. Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and Grantee. The provisions of this section shall survive the expiration or termination of this Agreement.

16. AUTHORIZED REPRESENTATIVES: The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only the authority specifically granted by their respective governing boards. The parties shall provide written notification to each other of any change to the Authorized Representative. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

TO THE COUNTY

Georg T. Fischer, or successor, Director
Environmental Resources Department
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE GRANTEE

Georg Tourville, or successor
Mayor
8150 Barbara Avenue
Inver Grove Heights, MN 55077

17. LIAISONS. To assist the parties in the day-to-day performance of this Agreement, to ensure compliance, and provide ongoing consultation, a liaison shall be designated by the County and the Grantee. The County and the Grantee shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

COUNTY LIAISON

Gena Gerard
Environmental Specialist
952-891-7021
gena.gerard@co.dakota.mn.us

GRANTEE LIAISON

Ally Sutherland
Environmental Specialist
651-604-8511
asutherland@ighmn.gov

18. TERMINATION, GENERAL. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. In addition, notification to the County or the Grantee regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

19. TERMINATION BY COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the Grantee by email or facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

20. USE OF CONTRACTORS. The Grantee may engage contractors to perform activities funded pursuant to this Agreement. However, the Grantee retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the Grantee from any of its obligations under this Agreement. If the Grantee engages any contractors to perform any part of the activities, the Grantee agrees that the contract for such services shall include the following provisions:

A. The contractor must maintain all records and provide all reporting as required by this Agreement.

- B. The contractor must defend, indemnify, and hold harmless and save the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- C. The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and incorporated as Exhibit 3, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.
- D. The contractor must be an independent contractor for the purposes of completing the contracted work.
- E. The contractor must acknowledge that the contract between the Grantee and the contractor does not create any contractual relationship between County and the contractor.
- F. The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.
- G. The contractor must use County toolkits (i.e., text, content, images) and follow the County's Waste Abatement Education and Outreach Style Guide to provide standardized messaging.

21. COMPLIANCE WITH LAWS/STANDARDS. The County and Grantee agree to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible, including but not limited to Minn. Stat. § 115A, which requires cities to collect recyclable materials at all facilities under their control, wherever trash is collected, and to transfer the recyclable materials to a recycler.

22. EXCUSED DEFAULT – FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

23. CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.

- A. **In General.** All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- B. **Waiver.** Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

24. RECORDS RETENTION AND AUDITS. Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If any funds provided under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the parties must keep these records for at least six years or longer if any audit-in-progress needs a longer retention time.

25. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and Grantee.

26. ASSIGNMENT. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Consent under this section may be subject to conditions.

27. GOVERNMENT DATA PRACTICES. For purposes of this Agreement, all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

28. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota or U.S. District Court, District of Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.

29. MERGER. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

30. SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

FOR DAKOTA COUNTY

(I represent and warrant that I am authorized to execute this contract on behalf of Dakota County.)

By: _____
Georg T. Fischer, Environmental Resources
Department Director

Date of signature: _____

APPROVED AS TO FORM:

/s/ Helen R. Brosnahan 11/16/20
Assistant County Attorney/Date
KS-20-212.003

Dakota County Contract #C0033328
County Board Res. No. 19-577

FOR THE GRANTEE

(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____

Signature line

Printed Name: _____

Title: _____

Telephone: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

Dakota County Community Waste Abatement Grant Program 2021 Guidelines

I. Grant Overview

- A. Municipalities in Dakota County have responsibilities to establish and maintain comprehensive local waste abatement programs. Dakota County provides educational, financial, and technical assistance to municipal governments to aid local waste abatement programs. The Dakota County Community Waste Abatement Grant Program (Program) assists municipalities with waste abatement expenses.

II. Grant Eligibility

- A. Dakota County municipalities are eligible for the Program, excluding Dakota County townships and the cities of Coates, Hampton, Miesville, New Trier, Randolph and Vermillion.
- B. Municipalities with fewer than 1,000 households are eligible for limited funding in specific categories.
- C. To be eligible for Municipal Facilities Verification and Education funding, municipality must have at least one municipal facility to verify or at least one employee to educate, other than the municipal Liaison.
- D. To be eligible for Multifamily Recycling funding, municipality must have multifamily housing.
- E. To be eligible for Municipal Facilities/Parks Infrastructure funding, municipality must have at least one municipal facility.
- A. To be eligible for Reduce/Reuse funding, municipality must have best waste management practices in place at all municipal/park facilities.

III. Grant Funding Allocation and Match

Funding amounts are determined annually by the County Board of Commissioners.

- B. Base Funding: Base Funding is allocated for required grant activities, including administration, residential communications, municipal facilities/parks verification and employee education, and special collections.
- C. Supplemental Funding: Optional Supplemental Funding is allocated for multifamily recycling, municipal facilities/parks waste abatement infrastructure, in-person education, event recycling, and gap funding. Funds allocated to municipal waste abatement infrastructure may be used for activities in other funding categories, or for reduce/reuse activities (e.g., Environmental Preferable Practices initiatives), if best waste management practices are in place at all municipal/park facilities and expenses are approved in advance by the County Liaison.
- D. Matching Funds: Cities must provide a 25% match of the total reimbursed grant funding amount (Base Funding plus Supplemental Funding) through a cash match, in-kind contribution, or combination thereof, to pay for any activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing). Any expenses that are not listed in the Guidelines as Eligible Expenses are ineligible for matching funds unless pre-approved by the County Liaison.

IV. Grant Application Instructions

- A. Complete all pages of the Application.
- B. Collect signature of authorized representative (i.e., authorized contract signatory) and submit by September 15 of the year preceding the funding year to Dakota County for approval.
- C. Obtain Grant Agreement from Dakota County.
- D. Execute Grant Agreement.

V. Funding Requests

A. Part 1: Base Funding Request (Required)

1. Administration

Minimum Grant Requirements

- a. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.
- b. Identify and ensure municipal Liaison(s) is properly trained to fulfill responsibilities by attending the Dakota County Master Recycler/Composter class or equivalent as approved by the County Liaison, with supplemental training as needed to fulfill grant responsibilities.
- c. Ensure municipal Liaison(s) attends at least four of the six Program meetings hosted by the County Liaison.
- d. Refer persons, groups, and organizations as appropriate to County Programs (e.g., business, multifamily, school).
- e. Provide reasonable support for County-led efforts for waste abatement.
- f. Maintain current waste management information on the municipal website:
 - i. Describe municipal solid waste collection requirements for haulers;
 - ii. Describe municipal solid waste collection requirements for generators, including for both single-family and multifamily residents; and
 - iii. Maintain current links to Dakota County website pages including the Green Guide, The Recycling Zone, Residential Recycling, Business Recycling, Multifamily Recycling, School Recycling, and Environmental Education Resources.
- g. Demonstrate Program compliance and waste abatement metrics in mid-year and final reports that include information for all Base and Supplemental funded projects, as described in Reporting and Reimbursement below.
- h. Submit reimbursement requests by County deadlines with substantiating documentation, as described in Reporting and Reimbursement below.

Eligible Expenses

- a. Salary, benefits, and mileage of personnel, full-time and temporary, working directly on the planning, implementing, promoting, and reporting of eligible activities.
- b. Solid waste training and professional memberships to support effective implementation of Base Funding or Supplemental Funding activities, excluding out-of-state travel and lodging.
- c. Consultant/contract services or stipend for an organization or group to provide assistance.
- d. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

2. Residential Communications

Minimum Grant Requirements

- a. Provide written waste abatement information to all residents of single-family and multifamily dwellings by including County standardized messaging articles and images in Municipality-mailed newsletters on each of the following topics, with full pages preferred as resources allow:
 - i. Curbside recycling;
 - ii. Residential services at the Recycling Zone;
 - iii. Residential organics drop-off site(s); and
 - iv. Local reuse opportunities for residents
- b. Promote County staff-developed electronic media messages (e.g., website, social media, e-news) about solid waste and household hazardous waste management, including all priority waste abatement topics listed above using County messaging standards.

- c. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone).
- d. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.
- e. Submit written residential waste abatement information to County Liaison for review at least three business days before printing.

Eligible Expenses

- a. Salary, benefits, and mileage for municipality personnel, full-time and temporary, working directly on the planning, implementing, promoting, and reporting of eligible activities.
- b. Percentage of cost for design, production, and postage for municipality newsletter devoted to waste abatement articles on topics listed in Requirements above using County standardized messaging articles and images.
- c. Outreach media usage fees (e.g., advertisements, videos, billboards, radio, video, theater, television, e-news, and social media) for waste abatement standardized messaging.
- d. Consultant/contract services or stipend for an organization or group to provide assistance.
- e. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

3. Municipal Facilities/Parks Verification and Education

Minimum Grant Requirements

- a. Ensure collected recyclables and organics generated at municipal facilities/parks are delivered to the respective licensed facility, or to another facility approved by the County Liaison.
- b. Provide monitoring and verification of best waste management practices at least once annually, by:
 - i. Visually inspecting waste management at all municipality-controlled facilities, including parks; and
 - ii. Reporting on status of compliance with Dakota County Ordinance 110 using the Municipal Recycling Tracking Tool or another tool provided by Dakota County, to verify recycling programs for facilities under the municipality's control collect at least three recyclable materials wherever trash is collected and follow best waste management practices.
- c. Educate all municipal employees about how to prevent waste and how and what to recycle and what not to recycle (including organics if applicable) when at work, using County messaging standards.
- d. Educate custodial/housekeeping staff and vendors, and other people responsible for sorting, collecting or transporting waste to external carts or dumpsters using County messaging standards.

Eligible Expenses

- a. Salary, benefits, and mileage for municipality personnel, full-time and temporary, working directly on the planning, implementing, promoting, and reporting of eligible activities.
- b. Copying and printing waste abatement education materials for municipal employees and vendors, such as signs, trainings and mass communication using County messaging standards.
- c. Consultant/contract services or stipend for an organization or group to provide assistance.
- d. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

4. Special Collections

Minimum Grant Requirements

- a. Implement one or more drop-off collection days, events, curbside collections, permanent drop-off collection sites, or combination thereof to collect specific traditional and non-traditional solid waste materials from residents for reuse or recycling.

- b. Collect all of the following materials from residents for reuse or recycling or organics composting, with preference given to reuse:
 - i. Confidential paper for shredding
 - ii. Mattresses
 - iii. Pumpkins
- c. The following optional materials may also be collected from residents for reuse or recycling, with preference given to reuse:
 - i. Bicycles
 - ii. Cardboard
 - iii. Carpet
 - iv. CFLs
 - v. Furniture
 - vi. Holiday Lights
 - vii. Scrap Metal
 - viii. Textiles
 - ix. Other materials as pre-approved by the County Liaison
- d. Obtain confirmation that collected materials are delivered to a reuse location or to a licensed recycling/organics facility, or to another facility approved by the County Liaison.
- e. Promote special collection opportunities to all single-family and multifamily residents using County messaging standards.
- f. Submit promotional communications to County Liaison for review at least three business days before publication.
- g. Ensure special collection opportunities are conveniently located and scheduled, with an independent collection opportunity for each municipality having 1,000 households or more; a municipality with fewer than 1,000 households may coordinate with a neighboring municipality for co-collection.

Eligible Expenses

- a. Salary, benefits, and mileage for municipality personnel, full-time and temporary, working directly on the planning, implementing, promoting, and reporting of eligible activities (i.e., for collection of materials listed above).
- b. Vendor services, less resident fees, to collect materials listed above at a residential drop-off day or event with confirmed delivery to a reuse, recycling, or organics facility.
- c. Up to 25% costs for vendor services, less resident fees, to collect materials listed above at a permanent residential collection drop-off site with confirmed delivery to a reuse, recycling, or organics facility.
- d. Up to 25% costs for vendor services, less resident fees, to collect materials listed above through a curbside collection with confirmed delivery to a reuse, recycling, or organics facility.
- e. Print media copying/printing to promote special collection opportunities and permanent drop-off sites to residents (e.g., posters, flyers, signs) using County messaging standards.
- f. Consultant/contract services or stipend for an organization or group to provide assistance.
- g. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

B. Part 2: Supplemental Funding Request (Optional)

1. Multifamily Recycling

Minimum Grant Requirements

- a. Conduct any of the following activities:
 - i. Take or maintain an inventory of all multifamily properties in the Municipality, create a list or directory, and provide a copy to Dakota County.

- ii. Identify Municipality points of contact (“touchpoints”) with multifamily properties, such as business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings.
- iii. Develop new or strengthen existing points of contact (“touchpoints” above) to communicate with multifamily property managers about recycling resources and city requirements in coordination with County staff.
- iv. Identify, strengthen, or both: municipal planning and construction procedures to support recycling and organics in new or remodeled buildings (e.g., internal chutes; adequate internal and external space).
- v. Identify and provide technical assistance to up to three multifamily properties enrolled in the Dakota County Multifamily Recycling Program to implement best waste management practices by:
 1. First attending Dakota County Multifamily Recycling Program technical assistance training;
 2. Providing on-site needs assessments to systematically evaluate and document opportunities to enhance recycling and waste prevention, and to meet best practices, using County materials.
 3. Using needs assessments to complete applications for the Dakota County Multifamily Recycling Program in collaboration with property managers to request County-supplied containers, labels, signage, education materials, staff and resident education as needed, and other technical assistance;
 4. Implementing approved plans in coordination with property managers, haulers, County staff, and other partners;
 5. Providing targeted on-site employee and resident education about recycling and waste prevention, including the recycling system within the building, in partnership with the County Liaison, using County messaging standards;
 6. Promoting reuse and bulky waste collection opportunities for multifamily tenants at move-in/move-out;
 7. Collaborating with the County Liaison for culturally-specific needs such as translation and interpretation;
 8. Following all Dakota County Multifamily Recycling Program protocols for outreach and technical assistance, best waste management practices, and education, using County messaging standards; and
 9. Tracking and reporting on outcomes for each participating property, using forms or tools provided by the County Liaison.

Eligible Expenses

- a. Salary, benefits, and mileage for municipality personnel, full-time and temporary, working directly on the planning, implementing, promoting, and reporting of eligible activities.
- b. Consultant/contract services or stipend for an organization or group to provide assistance.
- c. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

2. Municipal Facilities/Parks Infrastructure and Reduce/Reuse

Minimum Grant Requirements

- a. Add waste abatement infrastructure (i.e., recycling and organics containers and labels or signage) in municipality-controlled facilities, including parks, where containers are needed and have not yet been placed, (i.e., replacing existing containers is an ineligible expense), to implement best waste management practices for in collaboration with parks and facilities staff as follows:
 - i. Paired: All trash containers are paired with recycling containers (within 10 feet of each other), adding organics containers where applicable.

- ii. Color-coded: All new containers and lids are blue for recycling, green for organics, and grey or black for trash and are made from recycled-content materials. New multistream containers are blue for recycling and gray or black for trash.
 - iii. Signage: All containers have color-coded labels on the top and visible sides of the container. Labels on sides of containers meet County label standards. For indoor containers, lids have color-coded labels on both ends, facing opposite directions.
 - iv. Convenient: All containers are strategically and conveniently located to serve employees and visitors.
 - v. Appropriate lids: All containers have lids with openings appropriate for the collected material. Recycling containers have Saturn-shaped or circle-shaped openings.
- b. Ensure collected recyclables and organics generated at municipal facilities/parks are delivered to a licensed facility, or to another facility approved by the County Liaison.
 - c. Provide remediation as needed to ensure recycling is collected where trash is collected by establishing recycling service, setting out containers, reconfiguring containers, and adding signage to ensure that all recycling and trash containers are paired, and all recycling and trash containers are labeled with County-supplied signage.
 - d. Use funds allocated to municipal waste abatement infrastructure for activities in other funding categories, or for reduce/reuse activities (e.g., Environmentally Preferable Practice initiatives, fix-it clinics, swap events, checkout/sharing programs) if best waste management practices are in place at all municipal/park facilities. Attend Minnesota Pollution Control Agency Green Team meetings if funds are used for reduce/reuse activities.

Eligible Expenses

- a. Salary, benefits, and mileage for municipality personnel, full-time and temporary, working directly on the planning, implementing, promoting, and reporting of eligible activities described in Requirements above (i.e., labor for setup of proper waste management infrastructure, not labor for collection of waste).
- b. Recycling containers, organics containers, multi-stream (entryways only) containers, and labels/signage necessary to fulfill Requirements described above, with preferred use of County staff-recommended recycling receptacle options, or other receptacles as approved by the County Liaison for special circumstances.
- c. Trash receptacles are only eligible as part of a multi-stream container (i.e., the Program does not fund stand-alone trash containers).
- d. Compostable bags for the first year only, to implement back-of-house organics collection (i.e., food scraps) at municipal facilities.
- e. Waste sort or other evaluation expense. Consultant/contract services or stipend for an organization or group to provide assistance.
- f. Expenses for other funding categories and reduce/reuse with prior written approval from the County Liaison and only if best waste management practices are in place at all municipal/park facilities.
- g. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

3. In-Person Education

Minimum Grant Requirements

- a. Provide in-person waste abatement education for adults and youth through face-to-face interactions during presentations or at booths, events, or gatherings to educate 1% or more of the Municipality's population through a direct learning experience, on any of the following topics:
 - i. Curbside recycling
 - ii. Residential organics drop site(s)
 - iii. Residential services at the Recycling Zone
 - iv. Local reuse opportunities for residents

- b. Use County materials for promotional and distribution handouts.
- c. Use messaging standards on County website for verbal education.
- d. Coordinate with County Liaison for any activities in schools, businesses, and multifamily residences.
- e. Track and report on outcomes using County forms, on an annual basis or more often as requested.

Eligible Expenses

- a. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities (i.e., only activities described in Requirements above; does not include brochure distribution, or any activities lacking an educational face-to-face interaction and direct learning experience).
- b. Printing or copying of promotional or distribution pieces (e.g., posters, flyers, guides) complying with County messaging standards and approved in advance by County Liaison, if not duplicative of existing County publications.
- c. Event, booth, and room rental fees.
- d. Fees for County-approved professional educators and performers who help implement required education activities and comply with County messaging standards.
- e. County-approved promotional items up to \$500 in value that create minimal waste and contribute to waste abatement education.
- f. Consultant/contract services or stipend for an organization or group to provide assistance.
- g. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

4. Event Recycling and Organics

Minimum Grant Requirements

- a. Provide the opportunity to recycle through best waste management practices for vendors and attendees at public events and festivals, prioritizing large events that historically generate at least one ton of waste (trash, recyclables, organics), with smaller events supported as funding allows.
- b. Contact and coordinate with event coordinators to implement recycling collection, back-of-house organics (i.e., food scraps) collection, or both, using the Dakota County Recycling Best Management Practices Checklist and Dakota County Best Management Practices Guide for Public Events.
- c. Assist event coordinators with obtaining necessary temporary containers for recyclables collection, signage for vendors and attendees, waste station staffing, bags for recyclables, and hauler services.
- d. Develop or update municipal permits and agreements to require recycling/back-of-house organics with best waste management practices at events/festivals (e.g., event permit, event vendor agreement, facility rental agreement, event hauler agreement).
- e. Obtain confirmation that collected materials are delivered to a licensed or otherwise approved recycling/organics facility if grant funds are being used for hauling services.

Eligible Expenses

- a. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities.
- b. X-frame containers, grabbers, green 5-gallon buckets, signage, bags for recyclables and organics, promotion and other materials necessary for successful project implementation at large events.
- c. Recycling/organics hauling services of collected materials from large events with confirmed delivery to a licensed recycling/composting facility, or to another facility approved by the County Liaison.
- d. Consultant/contract services or stipend for an organization or group to provide assistance, prioritizing large events.
- e. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

5. Gap Funding

Minimum Grant Requirements

- a. Complete, or make progress toward completing, one or more waste abatement projects included in eligible grant categories above, for which additional funding is needed (i.e., filling funding gaps in other eligible Base Funding or Supplemental Funding categories for or toward successful project completion).

Eligible Expenses

- a. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities.
- b. Expenses for completion of projects that are eligible, as defined in Grant Requirements and Eligible Expenses sections above.
- c. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

VI. Ineligible Expenses

A. The following expenses are ineligible for funding:

1. Expenses that are not specified as an eligible expense above, unless written approval has been obtained from the County Liaison.
2. Expenses related to non-waste abatement waste issues (e.g., energy, water, sustainability).
3. Expenses related to land disposal of materials, and collection and management of banned materials, trash, hazardous and household hazardous waste and business waste, unless specifically identified above (e.g., residential compact fluorescent bulb collection, multi-stream containers).
4. Municipality-generated waste management, unless specifically identified above (e.g., first-year compostable bags, new infrastructure).
5. Food or refreshments unless approved by the County Liaison as compliant with Dakota County Policy 2740.
6. Design of education and communications print materials not described above, unless prior written approval has been obtained from the County Liaison.
7. Out-of-state meals, travel, and lodging.
8. Office supplies and equipment including phone charges and website fees.
9. Replacement of existing waste collection containers and lids.
10. Any expenses, including salary, that exceed the amount budgeted in the Application for any category of funding, unless reasonable justification is provided and approved by County liaison.

VII. Reporting and Reimbursement

Grant Requirements

- a. By July 15, 2021, Municipality shall submit a mid-year report and reimbursement request form for the first six months of 2021, on forms provided by the County Liaison.
- b. By January 15, 2022, Municipality shall submit a final report and reimbursement request form for the last six months of 2021, on forms prescribed by the County Liaison.
- c. Report and reimbursement request forms must be signed by the Authorized Representative (i.e., contract signatory) for the grant agreement, or by other designee who is independent of municipality personnel who work directly on the planning, implementing, promoting, and reporting of eligible activities.
- d. Reimbursement requests must be for eligible expenses, less revenues or other monies received, incurred in connection with the performance of grant activities.

- e. Reimbursement requests must be supported by documentation such as vendor invoices, receipts, or detailed financial reports produced using municipal accounting software, itemizing all expenses related to the grant, including salary and benefits. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.
- f. The municipality shall keep a record of time spent on each category, itemized for each expense, and for each city if applicable, for municipality personnel, full-time and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities during the reimbursement period.

Dakota County Community Waste Abatement Grant Program 2021 Application

Application Deadline: September 30, 2021

Municipality:	City of Inver Grove Heights
Application Submittal Date:	9/30/2020
Funding Period:	January 1, 2021 - December 31, 2021
2021 Report and Reimbursement Request Due Dates:	July 15, 2021 for January - June 2021 January 15, 2022 for July - December 2021
2021 Annual Report Due Date:	January 15, 2022

Authorized Representative (Contract Signatory)			
Name:	Mayor George Tourville	Title:	Mayor
E-mail:	gtourville@ighmn.gov	Phone:	651-455-4465
Municipality Primary Contact			
Designated Liaison:	Ally Sutherland	Title:	Environmental Specialist
E-mail:	asutherland@ighmn.gov	Phone:	651-604-8511
Mailing Address:	8150 Barbara Avenue, Inver Grove Heights, MN 55077		
Municipality Secondary Contact			
Designated Back-up:	Allan Hunting	Title:	City Planner
E-mail:	ahunting@ighmn.gov	Phone:	651-450-2554
Municipality Communications Contact			
Name:	Amy Looze	Title:	Communications Manager
E-mail:	communications@ighmn.gov	Phone:	651-450-2494

Budget Summary	Fund Eligibility	Fund Request
Part 1: Base Funding Request (Required)		
1. Administration	\$9,000.00	\$9,000.00
2. Residential Communications	\$4,500.00	\$4,500.00
3. Municipal Facilities Verification and Education	\$1,600.00	\$1,600.00
4. Special Collections	\$10,661.25	\$10,661.25
<i>Subtotal</i>	\$25,761.25	\$25,761.25
Part 2: Supplemental Funding Request (Optional)		
1. Multifamily Recycling	\$10,661.25	\$10,661.25
2. Municipal Facilities Infrastructure and Reduce/Reuse	\$7,107.50	\$7,107.50
3. In-Person Education + Event Recycling and Organics	\$7,107.50	\$7,107.50
4. Gap Funding	\$1,028.65	\$1,028.65
<i>Subtotal</i>	\$25,904.90	\$25,904.90
Total Eligible Grant Funding	\$51,666.15	-
Total Grant Funding Request	-	\$51,666.15
Total Grant Match/In-Kind Funding (25%)		\$14,318.17
Total Cost of Proposed Activities (Request + Match)		\$65,984.32
Total Grant Diversion Potential (Tons)		68.04 tons

A. Application Instructions

1. Complete all pages of the Application, excluding grey areas for reporting. Please refer to Dakota County Community Waste Abatement Grant Program 2021 Guidelines.
2. If multiple municipalities submit one Application, the Application must itemize descriptions, costs, and funding requests for each municipality. Insert additional rows as needed.
3. Collect signature of authorized representative (i.e., contract signatory) and submit by the application deadline to Dakota County for approval. Email to: gena.gerard@co.dakota.mn.us.
4. Obtain Grant Agreement from Dakota County.

B. Application Budget

Part 1: Base Funding Request (Required)

1. Administration	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun actual	Jul-Dec actual
Available funding = \$9,000					
Staff: FTE salary to administer Grant Requirements for Base Funding #1	Ally Sutherland, Environmental Specialist; Grant Administration Salary and Benefits	4 hours x 52 weeks = 208 hours (0.10 FTE) 208 hours x \$51.33/hour = \$10,676.64 \$9,000 available funding - \$35 training = \$8,965	\$8,965.00		
Training for funded activities	ARM Conference and Membership	\$20 conference ticket + \$15 membership fee = \$35	\$35		
<i>Funding Request Subtotal</i>	-	-	\$9,000		
<i>Matching Funds</i>	Ally Sutherland, Environmental Specialist; Remaining Salary and Benefits expense for Grant Administration	4 hours x 52 weeks = 208 hours 208 hours x \$51.33/hour = \$10,676.64 \$10,676.64 - \$8,965.00 (Available Grant Administration Funding for Salary and Benefits) = \$1,711.64	\$1,711.64		
<i>Matching Funds</i>	Allan Hunting, Supervisor	26 hours (0.0125 FTE) 26 hours * \$72.33/hour = \$1,881	\$1,881		
<i>Matching Funds</i>	Heather Rand, Community Development Director	12 hours (0.0057 FTE) 12 hours * \$88.46 /hour = \$1,062	\$1,062		
<i>Matching Funds</i>	Ally Sutherland, Environmental Specialist; Transportation to LSWS meetings, ARM meetings and ARM Conference	\$0.575 x 360 miles = \$207	\$207		
Description of Activity (Requirements)					
☒ Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs. ☒ Identify and ensure municipal Liaison(s) is properly trained to fulfill responsibilities by attending the Dakota County Master Recycler/Composter class or equivalent as approved by the County Liaison, with supplemental training as needed to fulfill grant responsibilities. Describe plan: Attend 6 program meetings and ARM meetings ☒ Ensure municipal Liaison(s) attends at least four of the six Program meetings hosted by the County Liaison. ☒ Refer persons, groups, and organizations as appropriate to County Programs (e.g., business, multifamily, school). ☒ Provide reasonable support for County-led efforts for waste abatement. ☒ Maintain current waste management information on the municipal website: i. Describe municipal solid waste collection requirements for haulers; ii. Describe municipal solid waste collection requirements for generators, including for both single-family and multifamily residents; and iii. Maintain current links to Dakota County website pages including the Green Guide, The Recycling Zone, Residential Recycling, Business Recycling, Multifamily Recycling, School Recycling, and Environmental Education Resources. ☒ Demonstrate Program compliance and waste abatement metrics in mid-year and final reports that include information for all Base and Supplemental funded projects, as described in Reporting and Reimbursement below. ☒ Submit reimbursement requests by County deadlines with substantiating documentation, as described in Reporting and Reimbursement below.					

☐ Other: Click or tap here to enter text.

<i>Diversion Potential (Tons)</i>	0 tons		
<i>Other Outcomes</i>	Effective planning, coordination, implementation, reporting; information sharing at LSWS meetings; residents connected to County services and information		
<i>Activity Report: Jan-Jun</i>			
<i>Activity Report: Jul-Dec</i>			

2. Residential Communications	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun actual	Jul-Dec actual
Available funding = \$4,500					
Staff: FTE salary to administer Grant Requirements for Base Funding #2	Ally Sutherland, Environmental Specialist; Residential Communications Salary and Benefits	52 hours (0.03 FTE) 52 hours * \$51.33/hour = \$2,669.16	\$2,669.16		
Article expense (% of cost)	Publish 4 newsletter articles	\$700 for printing and postage x 4 articles mailed to all households = \$2,800 \$4,500 (Available Residential Communications Funding) - \$2,669.16 (Available Residential Communications Funding for Salary and Benefits) = \$1,830.84	\$1,830.84		
<i>Funding Request Subtotal</i>	-	-	\$4,500		
<i>Matching Funds</i>	Remaining required newsletter articles expenses	\$2,800 - \$1,830.84 (Available Residential Communications Funding for Articles) = \$969.16	\$969.16		
<i>Matching Funds</i>	Amy Looze, Communications	26 hours * \$60.76/hour = \$1,580	\$1,580		
<i>Matching Funds</i>	Stephanie Waegener, Communications	26 hours * \$45/hour = \$1,170	\$1,170		
<i>Matching Funds</i>	Special Collection Event Promote in Parks and Recreation Seasonal brochures	\$300 x 2 articles = \$600	\$600		
<i>Matching Funds</i>	Recycling articles included in Senior Brochures	\$300 x 2 articles = \$600	\$600		
Description of Activity (Requirements)					
☒ Provide written waste abatement information to all residents of single-family and multifamily dwellings by including County standardized messaging articles and images in Municipality-mailed newsletters on each of the following topics, with full pages preferred as resources allow: iv. Curbside recycling; v. Residential services at the Recycling Zone; vi. Residential organics drop-off site(s); and vii. Local reuse opportunities for residents ☒ Promote County staff-developed electronic media messages (e.g., website, social media, e-news) about solid waste and household hazardous waste management, including all priority waste abatement topics listed above using County messaging standards. ☒ Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone). ☒ Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency. ☒ Submit written residential waste abatement information to County Liaison for review at least three business days before printing. ☐ Other: Click or tap here to enter text.					
<i>Diversion Potential (Tons)</i>	0 tons				
<i>Other Outcomes</i>	Residents informed of priority solid waste topics; Residents connected to County services and local resources				
<i>Activity Report: Jan-Jun</i>					
<i>Activity Report: Jul-Dec</i>					

3. Municipal Facilities Verification and Education	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun actual	Jul-Dec actual
Available funding = \$1,600					
Staff: FTE salary to administer Grant Requirements for Base Funding #3	Ally Sutherland, Environmental Specialist; Municipal Facilities Verification and Education Salary and Benefits	8 facilities x 1-hour verification = 8 hours 20 parks x 20-minute verification = 7 hours Staff meetings and updating internal & Dakota County GIS maps = 20 hours 20 hours + 8 hours + 7 hours = 35 hours (0.02 FTE) 35 hours * \$51.33/hour = \$1,796.55 \$1,600 (Available Municipal Facilities Verification and Education Funding) - \$25 (Municipal Facilities Verification and Education Funding for Recycling Guides) = \$1,575	\$1,575		
Education materials for employees	Print Recycling Guides (250) provided by or pre-approved by Dakota County	\$0.10/sheet * 250 sheets	\$25		
<i>Funding Request Subtotal</i>	-	-	\$1,600		
<i>Matching Funds</i>	Ally Sutherland, Environmental Specialist; Municipal Facilities Verification and Education Salary and Benefits	\$1,796.55 - \$1,575 (Available Municipal Facilities Verification and Education Funding for Salary and Benefits)	\$221.55		
Description of Activity (Requirements)					
☒ Ensure collected recyclables and organics generated at municipal facilities/parks are delivered to the respective licensed facility, or to another facility approved by the County Liaison. ☒ Provide monitoring and verification of best waste management practices at least once annually, by: - Visually inspecting waste management at all municipality-controlled facilities, including parks; and - Reporting on status of compliance with Dakota County Ordinance 110 using the Municipal Recycling Tracking Tool or another tool provided by Dakota County, to verify recycling programs for facilities under the municipality's control collect at least three recyclable materials wherever trash is collected and follow best waste management practices. ☒ Educate all municipal employees about how to prevent waste and how and what to recycle and what not to recycle (including organics if applicable) when at work, using County messaging standards. <i>Describe plan:</i> Update, print and email recycling guides to all city employees. Includes what to recycle and what not to recycle when at work, along with hazardous waste disposal and reuse information. ☒ Educate custodial/housekeeping staff and vendors, and other people responsible for sorting, collecting or transporting waste to external carts or dumpsters using County messaging standards. <i>Describe plan:</i> Update, print and email recycling guides to all city custodial and cleaning consultants. Includes what to recycle and what not to recycle when at work, along with hazardous waste disposal and reuse information. ☐ Other: Click or tap here to enter text.					
<i>Diversion Potential (Tons)</i>	0 tons				
<i>Other Outcomes</i>	All buildings and parks verified; all city employees educated on recycling in the workplace				
<i>Activity Report: Jan-Jun</i>					
<i>Activity Report: Jul-Dec</i>					

4. Special Collections	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun actual	Jul-Dec actual
Available funding = \$10,661.25					
Staff: FTE salary to administer Grant Requirements for Base Funding #4	Ally Sutherland, Environmental Specialist; Special Collections Salary and Benefits for Clean-Up Day Event Coordination	60 hours (0.03 FTE) 60 hours * \$51.33/hour = \$3,080	\$3,080		
Staff: FTE salary to administer Grant Requirements for Base Funding #4	Ally Sutherland, Environmental Specialist; Special Collections Salary and Benefits for Pumpkin Collection Event Coordination	8 hours (0.004 FTE) 8 hours * \$51.33/hour = \$410.64	\$411		
Vendor services	Mattress Collection; Clean-Up Day	\$500 event fee + (\$25 * 200 regular mattresses) + (\$15 * 15 twin mattresses) = \$5,725	\$5,725		
Vendor services	Pumpkin Collection	\$550 for 2 20-yard dumpsters	\$550		
Vendor services	Confidential Material Shredding; Spring Shred Event	\$800 for one 3-hour collection	\$800		
Vendor services	Scrap Metal Collection; Clean-Up Day	\$95 * 4 hours = \$380 – \$200 vendor iron revenue = \$180	\$180		
Vendor services	Bike Collection; Clean-Up Day	Free collection	\$0		
Vendor services	Textile Collection; Clean-Up Day	Free collection	\$0		
Collection Supplies	Miscellaneous Collection Event Supplies	\$75 for other event supplies as needed with prior written approval	\$75		
Collection Supplies	Clean Up Day Inventory Sheets	\$160 for 750 sheets	\$160		
Collection Staffing	Non-LSWS help coordinating the event. The following individuals worked at the 2020 Clean Up Day event. This list is subject to change annually based on who volunteers to work the event: - Robin Reitberger - Cora Bauer - Jenny Blackbird - Triina Barr - John Verdeja - Shannon Battles - Marlys Sweeney - Joe Casarez - Jake Betz - Joel Jackson - Mike Wright - Tony Blackbird - Tommy Hanson - Dana Lindsey - Luke Jacobsen - Joe Remackel - Madeline Rosewood - Chelsea Swiggum - Andrew Bravo - Luther Deutsch - Mike Edwards	2019 Staff Costs = \$6,273 for 24 staff \$6,300 / 24 staff / 4.5 hours = ~\$58.33/hour \$6,300 - \$128.65 (Gap Funding applied to Non-LSWS Staff Time) = \$6,171.35 \$10,661.25 (Available Special Collections Funding) – \$10,981 (Special Collections Expenses Excluding Non-LSWS Staff Time) + \$3,350 (Special Collections Revenue) = \$3,030.25 (Remaining Special Collection Funding for Non-LSWS Staff Time)	\$3,030.25		

	- Dan Helling - Joe Sanderson - Joe Hawkings				
<i>Anticipated Revenue</i>		Revenue for Mattresses and Scrap Metal	\$3,350		
<i>Funding Request Subtotal (Deduct Revenue)</i>	-	\$13,802.35 (Total Special Collections Expenses) \$10,661.25 (Available Special Collections Funding)	\$10,661.25		
<i>Matching Funds</i>	Barry Underdahl, Streets Superintendent	12 hours * \$72.06/hour = \$864.72	\$864.72		
<i>Matching Funds</i>	Diane Erickson, Volunteer Coordinator	12 hours * \$42/hour = \$504	\$504		
<i>Description of Activity (Requirements)</i>					
☒ Implement one or more drop-off collection days, events, curbside collections, permanent drop-off collection sites, or combination thereof to collect specific traditional and non-traditional solid waste materials from residents for reuse or recycling. Collect all of the following materials from residents for reuse or recycling or organics composting, with preference given to reuse: i. Confidential paper for shredding ii. Mattresses iii. Pumpkins ☒ The following optional materials may also be collected from residents for reuse or recycling, with preference given to reuse: iv. Bicycles iii. Cardboard iv. Carpet v. CFLs vi. Furniture vii. Holiday Lights v. Scrap Metal vi. Textiles viii. Other materials as pre-approved by the County Liaison ☒ Obtain confirmation that collected materials are delivered to a reuse location or to a licensed recycling/organics facility, or to another facility approved by the County Liaison. ☒ Promote special collection opportunities to all single-family and multifamily residents using County messaging standards. ☒ Submit promotional communications to County Liaison for review at least three business days before publication. ☒ Ensure special collection opportunities are conveniently located and scheduled, with an independent collection opportunity for each municipality having 1,000 households or more; a municipality with fewer than 1,000 households may coordinate with a neighboring municipality for co-collection. ☐ Other: Click or tap here to enter text.					
<i>Diversion Potential (Tons)</i>	Estimates are based on available 2019 and 2020 collection rates and pound/item estimates provided by our vendors: Confidential Paper Shredding; Spring Shred Event: 11,820 lbs / 2000 = 5.91 tons Mattresses: 215 mattresses * 75 lbs / 2000 = 8.06 tons Bikes: 82 bikes * 30 lbs / 2000 = 1.23 tons Scrap Metal: 6.04 tons Textiles: 1,412 lbs / 2000 = 0.71 tons Pumpkins: 3.5 tons (based on other Dakota County city collection rates) Total Estimate = 25 tons				
<i>Other Outcomes</i>	Education of year-round disposal opportunities including education of The Recycling Zone and The Recycling Guide.				
<i>Activity Report: Jan-Jun</i>					
<i>Activity Report: Jul-Dec</i>					
Total Base Funding Request			\$25,761.25		
Total Base Diversion Potential			25 tons		

Part 2: Supplemental Funding Request (Optional)

1. Multifamily Recycling	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun actual	Jul-Dec actual
Available funding = \$10,661.25					
Staff: FTE salary to administer Grant Requirements for Supplemental #1	Ally Sutherland, Environmental Specialist; Multifamily Recycling Salary and Benefits for Implementation at 3 properties	40 hours x 3 properties = 120 hours (0.06 FTE) 120 hours * \$51.33/hour = \$6,159.60	\$6,159.60		
Staff: FTE salary to administer Grant Requirements for Supplemental #1	Ally Sutherland, Environmental Specialist; Multifamily Recycling Salary and Benefits for Other Multifamily Recycling Activities selected below	88 hours * \$51.33/hour = \$4,501.65 (0.04 FTE)	\$4,501.65		
<i>Funding Request Subtotal</i>	-	-	\$10,661.25		
<i>Matching Funds</i>	Nicole Cook, Rental and Code Compliance Officer	12 hours * \$45/hour = \$540	\$540		
	Neal St. Onge, Fire Marshall	12 hours * \$45/hour = \$540	\$540		
Description of Activity (Requirements)					
Conduct any of the following activities: ☒ Take or maintain an inventory of all multifamily properties in the Municipality, create a list or directory, and provide a copy to Dakota County. ☒ Identify Municipality points of contact ("touchpoints") with multifamily properties, such as business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings. ☒ Develop new or strengthen existing points of contact ("touchpoints" above) to communicate with multifamily property managers about recycling resources and city requirements in coordination with County staff. ☐ Identify, strengthen, or both: municipal planning and construction procedures to support recycling and organics in new or remodeled buildings (e.g., internal chutes; adequate internal and external space). ☒ Identify and provide technical assistance to up to three multifamily properties enrolled in the Dakota County Multifamily Recycling Program to implement best waste management practices by: 1. First attending Dakota County Multifamily Recycling Program technical assistance training; 2. Providing on-site needs assessments to systematically evaluate and document opportunities to enhance recycling and waste prevention, and to meet best practices, using County materials. 3. Using needs assessments to complete applications for the Dakota County Multifamily Recycling Program in collaboration with property managers to request County-supplied containers, labels, signage, education materials, staff and resident education as needed, and other technical assistance; 4. Implementing approved plans in coordination with property managers, haulers, County staff, and other partners; 5. Providing targeted on-site employee and resident education about recycling and waste prevention, including the recycling system within the building, in partnership with the County Liaison, using County messaging standards; 6. Promoting reuse and bulky waste collection opportunities for multifamily tenants at move-in/move-out; 7. Collaborating with the County Liaison for culturally-specific needs such as translation and interpretation; 8. Following all Dakota County Multifamily Recycling Program protocols for outreach and technical assistance, best waste management practices, and education, using County messaging standards; and 9. Tracking and reporting on outcomes for each participating property, using forms or tools provided by the County Liaison. ☐ Other: Click or tap here to enter text.					
<i>Diversion Potential (Tons)</i>	3 buildings x 8 tons each, based on Dakota County pilot program = 24 tons				
<i>Other Outcomes</i>	Increased recycling opportunities in Inver Grove Heights. Education of public with proper BMPs implemented. Education of public on local year-round disposal opportunities include The Recycling Zone and The Recycling Guide. Connect LSWS/city with more local groups. Increased awareness and collaboration between city departments on Multifamily Property initiatives.				
<i>Activity Report: Jan-Jun</i>					
<i>Activity Report: Jul-Dec</i>					

2. Municipal Facilities/Parks Infrastructure and Reduce/Reuse	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun actual	Jul-Dec actual
Available funding = \$7,107.50					
Staff: FTE salary to administer Grant Requirements for Supplemental #2	Ally Sutherland, Environmental Specialist; Municipal Facilities/Parks Infrastructure Salary and Benefits for meetings with staff, ordering bins, delivering bins, labeling bins	8 facilities x 1hr verification = 8 hours 20 parks x 20 mins verification = 7 hours Staff meetings, ordering bins, delivering bins, labeling bins = 20 hours 20 hours + 8 hours + 7 hours = 35 hours (0.02 FTE) 35 hours * \$51.33/hour = \$1,796.55	\$1,796.55		
Containers	Park Recycling Lids and Bins	Purchase additional recycling bins for North and South Valley Park 4 lids * \$100/lid = \$400 6 drums * \$50/drum & shipping expense = \$300	\$700		
☒ Optional: Funding shift for reduce/reuse (per the Guidelines)	Swap Event	20 hours (0.01 FTE) 20 hours * \$51.33/hour = \$1,026.60	\$1,026.60		
☐ Optional: Funding shift to Base Funding (per the Guidelines), Special Collections	Non-LSWS Staff Time at Clean-Up Day collection event	\$6,300 - \$128.65 (Gap Funding for Non-LSWS Staff Time) - \$3,030.25 (Special Collections Funding for Non-LSWS Staff Time) = \$3,141.10	\$3,141		
☒ Optional: Funding shift for reduce/reuse (per the Guidelines)	Residential Newsletter Article, Swap Event	\$700 for 1 article \$7,107.50 (Total Municipal Facilities Funding) - \$6,664.25 (Municipal Facilities Expenses Excluding Newsletter) = \$443.24 (Remaining Municipal Facilities Funding)	\$443.25		
Funding Request Subtotal	-	-	\$7,107.50		
Matching Funds	Brian Swoboda, Parks Superintendent	6 hours * \$64.61 = \$388	\$388		
Matching Funds	Eric Carlson, Parks & Recreation Director	2 hours * \$90.88 = \$182	\$182		
Matching Funds	Joel Metz, Golf Course Coordinator	2 hours * \$45 = \$90	\$90		
Matching Funds	Wade Carlson, Veterans Memorial Center Maintenance Supervisor	2 hours * \$42.19 = \$84	\$84		
Matching Funds	Dennis Halverson, City Hall Maintenance Staff	2 hours * \$40 = \$80	\$80		
Description of Activity (Requirements)					
☒ Add waste abatement infrastructure (i.e., recycling and organics containers and labels or signage) in municipality-controlled facilities, including parks, where containers are needed and have not yet been placed, (i.e., replacing existing containers is an ineligible expense), to implement best waste management practices for in collaboration with parks and facilities staff as follows: i. Paired: All trash containers are paired with recycling containers (within 10 feet of each other), adding organics containers where applicable. ii. Color-coded: All new containers and lids are blue for recycling, green for organics, and grey or black for trash and are made from recycled-content materials. New multistream containers are blue for recycling and gray or black for trash. iii. Signage: All containers have color-coded labels on the top and visible sides of the container. Labels on sides of containers meet County label standards. For indoor containers, lids have color-coded labels on both ends, facing opposite directions. iv. Convenient: All containers are strategically and conveniently located to serve employees and visitors. v. Appropriate lids: All containers have lids with openings appropriate for the collected material. Recycling containers have Saturn-shaped or circle-shaped openings. List facilities to receive containers: North and South Valley Park					
☒ Ensure collected recyclables and organics generated at municipal facilities/parks are delivered to a licensed facility, or to another facility approved by the County Liaison.					

- ☒ Provide remediation as needed to ensure recycling is collected where trash is collected by establishing recycling service, setting out containers, reconfiguring containers, and adding signage to ensure that all recycling and trash containers are paired, and all recycling and trash containers are labeled with County-supplied signage.
- ☒ Use funds allocated to municipal waste abatement infrastructure for activities in other funding categories, or for reduce/reuse activities (e.g., Environmentally Preferable Practice initiatives, fix-it clinics, swap events, checkout/sharing programs) if best waste management practices are in place at all municipal/park facilities. Attend Minnesota Pollution Control Agency Green Team meetings if funds are used for reduce/reuse activities. *Describe plan: Funding shifted to Base Funding (Special Collections) to cover staff time expenses at Clean-Up Day and Swap Event coordinated by the city (Reuse Project). The swap event will be hosted by the city and will have a specific category of accepted items defined for the event. The item category is TBD but would include one or more of the following: Clothing, books, toys, outdoor equipment, or gardening equipment.*
- ☐ Other: Click or tap here to enter text.

<i>Diversion Potential (Tons)</i>	Parks Bins = 55-gals x 4 bins x 2 pickups/week x 52 weeks = 22,880 gallons x 0.00576 = 131.78 cubic yards x 179 conversion factor = 23,590 pounds / 2000 = 11.79 tons		
<i>Other Outcomes</i>	Increased recycling opportunities. Education of public and staff with proper BMPs implemented. Encouragement and education of reuse within the community.		
<i>Name of Responsible Parks/Facilities Manager</i>	Brian Swoboda, Parks Superintendent		
<i>Activity Report: Jan-Jun</i>			
<i>Activity Report: Jul-Dec</i>			

3. In-Person Education*	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun actual	Jul-Dec actual
Available funding = \$7,107.50					
Staff: FTE salary to administer Grant Requirements for Supplemental #3	Ally Sutherland, Environmental Specialist; In-Person Education Salary and Benefits	85 hours (0.04 FTE) 85 hours * \$51.33/hour = \$4,363.05 1% * 35,381 (2018 IGH Population) = at least 353.81 individuals educated Recycling education provided to the following estimated individuals at the following events: - Active Living Fair; ~100 - Food Truck Days, ~200 - Farmers Markets, ~300 - IGH Days Events, ~300 - Women's Expo, ~100 - Senior Groups, ~100 - Virtual Recycling Presentations, ~100	\$4,363.05		
4363.05 <i>Funding Request Subtotal</i>	-	-	\$4,363.05		
<i>Matching Funds</i>	Diane Erickson, Volunteer Coordinator	12 hours * \$42/hour = \$504	\$504		
<i>Description of Activity (Requirements)</i>					
☒ Provide in-person waste abatement education for adults and youth through face-to-face interactions during presentations or at booths, events, or gatherings to educate 1% or more of the Municipality's population through a direct learning experience, on any of the following topics: i. Curbside recycling ii. Residential organics drop site(s) iii. Residential services at the Recycling Zone iv. Local reuse opportunities for residents ☒ Use County materials for promotional and distribution handouts. ☒ Use messaging standards on County website for verbal education. ☒ Coordinate with County Liaison for any activities in schools, businesses, and multifamily residences. ☒ Track and report on outcomes using County forms, on an annual basis or more often as requested. ☐ Other					
<i>Diversion Potential (Tons)</i>	0 tons				
<i>Other Outcomes</i>	Connect LSWS/city with more local groups and at least 1% of residents directly educated on curbside recycling, drop sites, The Recycling Zone, and local reuse options.				

Activity Report: Jan-Jun					
Activity Report: Jul-Dec					
4. Event Recycling and Organics*	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun actual	Jul-Dec actual
Staff: FTE salary to administer Grant Requirements for Supplemental #4	Ally Sutherland, Environmental Specialist; Event Recycling and Organics Salary and Benefits for IGH Days	25 hours (0.01 FTE) 25 hours * \$51.33/hour = \$1,283.25	\$1,283.25		
Staff: FTE salary to administer Grant Requirements for Supplemental #4	Ally Sutherland, Environmental Specialist; Event Recycling and Organics Salary and Benefits for Food Truck Days	18.5 hours (0.01 FTE) 18.5 hours * \$51.33/hour = \$949.60 \$947.90 (Remaining Event Recycling Funding)	\$947.90		
Staff: FTE salary to administer Grant Requirements for Supplemental #4	Develop or update municipal permits and agreements to require recycling/back-of-house organics with best waste management practices at events/festivals. Includes the Parks Shelter Rental Contract and VMCC Rental Contract	10 hours (0.005) 10 hours * \$51.33/hour = \$513.30	\$513.30		
Funding Request Subtotal	-	-	\$2,744.45		
Matching Funds	Julie Dorshak, Recreation Superintendent	5 hours x \$65.94/hour = \$330	\$330		
Matching Funds	Diane Erickson, Volunteer Coordinator	5 hours * \$42/hour = \$210	\$210		
Combined Subtotal for #3 and #4*			\$7,107.50		
Description of Activity (Requirements) ☒ Provide the opportunity to recycle through best waste management practices for vendors and attendees at public events and festivals, prioritizing large events that historically generate at least one ton of waste (trash, recyclables, organics), with smaller events supported as funding allows. <i>List events: IGH Days and Food Truck Days</i> ☒ Contact and coordinate with event coordinators to implement recycling collection, back-of-house organics (i.e., food scraps) collection, or both, using the Dakota County Recycling Best Management Practices Checklist and Dakota County Best Management Practices Guide for Public Events. ☒ Assist event coordinators with obtaining necessary temporary containers for recyclables collection, signage for vendors and attendees, waste station staffing, bags for recyclables, and hauler services. ☒ Develop or update municipal permits and agreements to require recycling/back-of-house organics with best waste management practices at events/festivals (e.g., event permit, event vendor agreement, facility rental agreement, event hauler agreement). <i>List permits/agreements to be developed or updated: Update Parks Shelter and Veterans Memorial Community Center Rental Agreements to be in compliance with Ordinance 110 and related City Code updates.</i> ☒ Obtain confirmation that collected materials are delivered to a licensed or otherwise approved recycling/organics facility if grant funds are being used for hauling services. ☐ Other: Click or tap here to enter text.					
Diversion Potential (Tons)	2.5 tons				
Other Outcomes	Increased recycling opportunities and strengthening event recycling requirements. Education of public with proper BMPs implemented. Connect LSWS/city with more local groups.				
Activity Report: Jan-Jun					
Activity Report: Jul-Dec					

*Supplemental Funding categories #3 and #4 share one funding allocation; combined subtotals may not exceed maximum fund eligibility.

5. Gap Funding	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun actual	Jul-Dec actual
Available funding = \$1,028.65					
Vendor services	Confidential Material Shredding (Clean-Up Day)	\$900 for one 4-hour collection	\$900		
Staff: FTE salary to administer Grant Requirements for Base Funding #4	Staff time at Clean-Up Day	\$1,028 (Available Gap Funding) – \$900 (Shredding Event) = \$128.65	\$128.65		
<i>Funding Request Subtotal</i>	-	-	\$1,028.65		
<i>Matching Funds</i>					
Description of Activity (Requirements) ☒ Complete, or make progress toward completing, one or more waste abatement projects included in eligible grant categories above, for which additional funding is needed (i.e., filling funding gaps in other eligible Base Funding or Supplemental Funding categories for or toward successful project completion). <i>Describe plan:</i> Host a second shredding event at Clean-Up Day and use funding towards remaining Clean-Up Day staff time expenses. ☐ Other: Click or tap here to enter text.					
<i>Diversion Potential (Tons)</i>	Estimates are based on available 2019 and 2020 collection rates and pound/item estimates provided by our vendors: Confidential Paper Shredding; Clean-Up Day: 9,500 lbs / 2000 = 4.75 tons				
<i>Other Outcomes</i>	Based on demand recognized in previous years, continue to provide a second confidential paper shredding opportunity to reduce a prevalence of this problem materials at local MFR facilities. Education of year-round disposal opportunities for Confidential Document shredding. Education of what paper can be recycling in traditional home recycling.				
<i>Activity Report: Jan-Jun</i>					
<i>Activity Report: Jul-Dec</i>					
Total Supplemental Funding Request				\$25,904.90	
Total Supplemental Diversion Potential				43.04 tons	

C. Application Signature

I, the undersigned authorized representative and contract signatory, certify that this application was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge. I certify that all activities proposed in this Application will be implemented as planned and support Dakota County waste abatement activities. I certify that a mid-year report will be submitted to Dakota County by July 15, 2021, and a final report will be submitted to Dakota County by January 15, 2021, to demonstrate compliance with this application.

Authorized Representative (Contract Signatory):	<i>George Tourville</i>
Title:	<i>MAYOR, CITY OF INVERGROVE HEIGHTS</i>
Signature (electronic signature acceptable):	<i>GEORGE TOURVILLE</i>
Date:	<i>10/26/2020</i>

D. Reporting and Reimbursement

Sign below and submit to Dakota County for approval. Email to: gena.gerard@co.dakota.mn.us.

Report and Reimbursement Request for January 1, 2021 – June 30, 2021*

Due: July 15, 2021

I, the undersigned, certify that this report was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory):	
Title:	
Signature (electronic signature acceptable):	
Date:	
Total Reimbursement Request:	

Report and Reimbursement Request for July 1, 2021 – December 31, 2021*

Due: January 15, 2022

I, the undersigned, certify that this report was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory):	
Title:	
Signature (electronic signature acceptable):	
Date:	
Total Reimbursement Request:	

*Attach documentation for all expenses as described in Dakota County Community Waste Abatement Grant Program 2021 Guidelines.

INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

☒ Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

☒ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

☒ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☒ 5. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

☒ 8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

☒ 10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY (1805 60TH STREET)

Meeting Date: November 23, 2020
 Item Type: Consent
 Prepared by: Heather Rand
 Community Development Director
 EDA Executive Director
 Contact Phone: 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 – property transfer to EDA

PURPOSE/ACTION REQUESTED:

Adopt a resolution that authorizes the conveyance of real property at 1805 60th Street, a residential lot, to the EDA for economic development purposes.

SUMMARY:

The EDA is charged with advancing economic development within the city limits. As part of this mission, the EDA from time to time must sell (dispose) of real property (real estate) in a fair, transparent and strategic manner as referenced in a 2011 dated EDA Policy for the Acquisition and Disposal of Real Estate. This policy directs the use of a request for proposal (RFP) process for dispositions when possible.

As such, EDA staff drafted an RFP for the disposition of the residential lot located at 1805 60th Street (PID No. 20-68200-00-072) and on November 9th, 2020 the EDA formally authorized staff to issue the RFP pending inclusion of a professional property appraisal to guide the purchase price. That appraisal is currently being prepared.

Given that the city had acquired the residential site a few years ago and then demolished and removed a blighted earth home and other structures from the premises, ownership currently is held by the city and not the EDA. It is now beneficial to the city to have the EDA issue the RFP and then award a sale contract with a private party that will be required to construct a new residential home on the parcel in 2021 that will meet all state and local codes.

Given the city had purchased the property in 2018, abated the public nuisance (removed blighted structures) and now wishes for the EDA to sell the property, the city must determine that the property is no longer needed for a public purpose and then authorize conveyance to the EDA. To formalize the conveyance, the city must also authorize the mayor and city clerk to execute the Deed conveying the real property to the Inver Grove Heights EDA. Staff recommends adoption of the resolution that authorizes these actions.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN REAL
PROPERTY TO THE INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT
AUTHORITY**

WHEREAS, the City of Inver Grove Heights (City) owns vacant land in the City of Inver Grove Heights located at 1805 60th Street East and legally described as follows (“Real Property”):

All of Lot Seven (7), and that part of Lot Six (6), Silver Acres Addition, described as follows: Beginning at the Northeast Corner of said Lot Six (6), thence West (assumed bearing) along the North line of said Lot Six (6) a distance of 19.21 feet; thence South 15 degrees 28 minutes 28 seconds West a distance of 186.25 feet of the Southeast corner of said Lot Six (6); thence North 21 degrees 00 minutes 00 seconds East along the East line of said Lot Six (6) a distance of 192.27 feet to the point of beginning, Dakota County, Minnesota.

Abstract Property.

PID No. 20-68200-00-072

WHEREAS, the City purchased the Real Property in November of 2018, and subsequently proceeded to demolish and remove several dilapidated, fire damaged, and uninhabitable buildings on the Real Property with the intention of abating the then-existing public nuisance on the Real Property; and

WHEREAS, following the purchase of the Real Property, the City proceeded to abate the public nuisance on the Real Property, and since such abatement, the property has sat vacant; and

WHEREAS, the City has determined that the Real Property is no longer needed and that it would be beneficial to the City to convey the Real Property to the Inver Grove Heights Economic Development Authority (EDA) for the purpose of subsequent redevelopment with a single-family residence; and

WHEREAS, under Minnesota Statutes § 412.211, the City has the power to sell land it no longer needs; and

WHEREAS, the City desires to convey the Real Property to the EDA for the purposes stated herein.

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

1. The City Council hereby determines that the Real Property is no longer needed for a public purpose.
2. Pursuant to Minn. Stat. § 462.356, subd. 2, the City Council, by at least a two-thirds vote, determines and finds that the conveyance of the Real Property to the Inver Grove Heights Economic Development Authority has no relationship to or effect upon the City's comprehensive municipal plan, and therefore the Council dispenses with the requirement that the acquisition be reviewed by the Inver Grove Heights Planning Commission for consistency with the comprehensive municipal plan.
3. The City Council hereby authorizes the conveyance of the Real Property from the City of Inver Grove Heights to the Inver Grove Heights Economic Development Authority, provided that any such conveyance must occur by November 1, 2021, or the authorizations herein shall terminate and be of no further effect.
4. The Mayor and City Clerk are authorized to execute the Deed conveying the Real Property to the Inver Grove Heights Economic Development Authority and all other documents necessary to convey the Real Property to the Inver Grove Heights Economic Development Authority, and City staff are authorized to take such steps as may be necessary to effectuate this transaction.

Passed this 23rd day of November, 2020.

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Bids for Heritage Village Park Improvements Utilizing MN DEED Grant Funding

Meeting Date: November 23, 2020
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 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

The Council is asked award a bid to JL Theis Inc. in the amount of \$298,728.60 following the plans and specifications developed by WSB Inc. for Phase III work at Heritage Village Park. The recommendation includes the base bid and the alternate bid. Additionally, the Council is asked to establish a project budget of \$400,000 which includes construction, contingency, consulting, and communications fiber. The work that is proposed is funded by a grant the City received from MN DEED in the amount of \$415,000. There is no city match requirement.

SUMMARY

For nearly 20 years, the City of Inver Grove Heights has been working to enhance the Concord Boulevard neighborhood by creating a 65-acre community sized park that has become known as Heritage Village Park. As a part of the process the City has acquired over 40 properties along Doffing Ave. that will either be used as a part of the park or help reduce the City's response to river flooding. In 2004, the City created the first master plan for Heritage Village Park envisioning that the park would provide passive recreation for park users, give the city an opportunity to provide residents with historical interpretation through the display of artifacts/memorabilia and become a catalyst for the private sector to consider redevelopment along Concord Blvd which will ultimately increase the city's tax base.

In March this year, the City Council adopted a 5-year strategic plan. Components of the strategic plan that support continued development of Heritage Village Park include:

Guiding Principles & Goals

- ✓ Culture and Recreation
- ✓ Embrace and Revitalize the River Front

Objectives & Strategies

- Focus on importance and connection to the Riverfront
- Promote our heritage through our parks, programs, natural areas, and history

Action Plans

- Culture and Recreation
 - ✓ Promote our heritage through our parks, programs, natural areas, and history
- Embrace and Revitalize the River Front
 - ✓ Focus on importance and connection to the Riverfront
 - ❖ Complete construction of Heritage Village Park Plan

In August of 2019, the City Council approved hiring WSB/Alliance Architects to produce final design, construction documents and bidding for the playground area and restroom/shelter building(s). This work included the next phase of development planned for Heritage Village Park which included the addition of:

- Play structure
- Restroom and shelter
- Landscaping, site amenities, miscellaneous work around the playground/shelter
- Historical interpretation

At this point the City has not identified funding for all of the project components listed above estimated at \$2,300,000 - \$2,600,000. However, we recently received a grant from the MN DEED in the amount of \$415,000 to make a small portion of these capital improvements in Heritage Village Park. The MN DEED grant does not require a match and the following project components are included:

- Earthwork
- Pavements
- Retaining Wall
- Railing
- Footings
- Communications Fiber
- Erosion Control

The City opened bids for this project on Thursday, November 12, 2020 and they are as follows:

Contractor	Base Bid	Alternate Bid	Total
JL Theis Inc.	\$247,838.60	\$50,890.00	\$298,728.60
Max Steininger Inc.	\$279,716.10	\$42,105.34	\$321,821.44
Pember Companies Inc.	\$268,678.00	\$61,527.50	\$330,205.50
<i>Engineers Estimate</i>	<i>\$299,402.25</i>	<i>\$33,200.00</i>	<i>\$332,600.00</i>
New Look Contracting Inc.	\$336,869.00	\$66,462.87	\$403,282.62
Veit & Company Inc.	\$348,554.90	\$66,437.00	\$414,689.90
Blackstone Contractor LLC	\$328,817.00	\$99,490.00	\$428,307.00
Urban Companies	\$419,922.00	\$91,925.00	\$531,847.00

The probable investment is as follows:

Item	Anticipated Investment
Construction	\$298,729
Consulting	\$36,000
Communication fiber	\$35,000
Contingency	\$30,271
Total	\$400,000

The Park and Recreation Commission is recommending approval.

PLANS AND SPECIFICATIONS

GENERAL NOTES:

CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING AND CONSTRUCTION START. OWNER SHALL BE RESPONSIBLE FOR ALL LOCATES. ALL LOCATES SHALL BE REVIEWED BY THE OWNER PRIOR TO CONSTRUCTION START.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES, UTILITIES, TREES, SITE AMENITIES, ETC. THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DAMAGE TO EXISTING ITEMS TO REMAIN (AT CONTRACTOR'S EXPENSE) AND IS CONSIDERED INCIDENTAL TO THE CONTRACT.

DIMENSIONS TAKE PRECEDENCE OVER SCALE. DIMENSIONS ARE TO BACK OR CUBED WHERE APPLICABLE, UNLESS STATED OTHERWISE. FIELD VERIFY (FV) ITEMS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.

**ANY DISCREPANCIES FOUND THAT AFFECT THE WORK SHALL BE REPORTED TO THE OWNER/LA-E FOR CLARIFICATION PRIOR TO ANY ADDITIONAL WORK BEING COMPLETED.

CONSTRUCTION STAGING AND ACCESS AREAS:

THE OWNER SHALL FIELD VERIFY THE LOCATION OF CONSTRUCTION ACCESS AT THE TIME OF CONSTRUCTION.

THE CONTRACTOR SHALL VERIFY WITH THE OWNER THAT THE REQUIRED PERMITS ARE ISSUED PRIOR TO USE OF ACCESS POINTS.

THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A ROCK ACCESS DRIVE FOR THE DURATION OF CONSTRUCTION.

REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.

GENERAL SITE & VEGETATION REMOVALS:

ALL REMOVALS WILL BE COMPLETED BY THE CONTRACTOR, UNLESS SPECIFIED OTHERWISE. ALL REMOVALS LISTED INCLUDE REMOVAL OF ALL ATTACHMENTS AND FOOTINGS (AS ENCOUNTERED), SPECIFICALLY APPROVED OTHERWISE IN P.E.

ALL ITEMS AND TREES NOT SPECIFICALLY MARKED FOR REMOVAL OR RELOCATION SHALL REMAIN IN PLACE. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO TREES AND ITEMS THAT ARE TO REMAIN SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.

UTILITY LOCATIONS NOTE:

PRIOR TO BEGINNING WORK ON THIS PROJECT, THE CONTRACTOR SHALL HAVE ALL UTILITY LOCATIONS MARKED ON THE PROJECT SITE. ALL LOCATES SHALL BE INCIDENTAL TO THE PROJECT.

STATE LAW: 48 HOURS BEFORE EXCAVATING, CALL Gopher State ONE-CALL AT 811 OR 651-54-ARND FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS IS A FREE SERVICE WHICH WILL LOCATE UTILITY COMPANY LINES, BUT WILL NOT LOCATE CITY OR PRIVATELY OWNED LINES.

PROJECT LAYOUT NOTES:

THE LAYOUT INFORMATION PROVIDED ON THIS SHEET IS FOR BIDDING PURPOSES AND VERIFICATION OF CRITICAL LAYOUT DIMENSIONS. THE OWNER/LA-E RESERVES THE RIGHT TO REVISE THE PROJECT LAYOUT TO AVOID UNFORESEEN CONSTRAINTS, SUCH AS MATURE TREES, EXISTING UTILITIES, ETC. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS ARE INCIDENTAL TO THE CONTRACT. CHANGES IN DIMENSIONS WILL BE BASED ON A SET UNIT BASIS FOR UNIT BID ITEMS LISTED ON THE BID FORM.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR GENERATION OF LAYOUT POINTS BASED ON THE 2-DIMENSIONAL CAD DATA PROVIDED AND PROJECT FIELD GRADE STAKING. BEYOND INITIAL PROVIDED BY OWNER AT THE CONTRACTOR'S EXPENSE. SURVEYING MUST BE COMPLETED BY A REGISTERED LAND SURVEYOR IN THE STATE OF MINNESOTA.

TO AVOID LAYOUT CONFLICTS OR UNCERTAINTIES, THE CONTRACTOR AND SURVEYOR SHALL MEET WITH THE LANDOWNER AT THE START OF THE PROJECT TO REVIEW SITE LAYOUT AND VERIFY ALL DIMENSIONS AND LOCATIONS. THE CONTRACTOR SHALL ALSO INITIATE A MEETING WITH THE LANDOWNER AT ANY POINT WHEN QUESTIONS ARISE.

FIELD STAKING AND GRADE STAKES SHALL BE REVIEWED AS NECESSARY WITH THE LA-E TO ENSURE THAT THE LAYOUT AND GRADING ARE PROPERLY INTERPRETED.

EROSION/SEDIMENT CONTROL NOTES:

SEDIMENT CONTROL MUST BE IN PLACE AND APPROVED BY THE ENGINEER BEFORE ANY PHASE OF CONSTRUCTION CAN BEGIN. IN THE EVENT THAT PERMANENT STABILIZATION CANNOT BE INSTALLED PRIOR TO THE START OF CONSTRUCTION, TEMPORARY STABILIZATION MUST BE INSTALLED TO PREVENT EROSION. TEMPORARY STABILIZATION MEASURES MUST BE SUBMITTED TO DESIGN WITHIN THAT 1 DAY TIME FRAME.

STOCKPILES TO RECEIVE TEMPORARY STABILIZATION IF UNWORKED FOR 7 DAYS.

SEDIMENT CONTROL, SALT FENCING SHALL BE ERECTED ALONG THE INSIDE OF THE CONSTRUCTION LIMITS IN ALL AREAS OF THE SITE WHERE DRAINAGE FLOWS MAY CAUSE SEDIMENT TO BE DEPOSITED ADJACENT OFF-SITE PROPERTIES OR IN AREAS BEYOND THE CONSTRUCTION LIMITS. REFER TO PLAN.

THE CONTRACTOR SHALL PROTECT ALL EXISTING AND PROPOSED CATCHBASINS AND STORM SEWERS FROM EROSION AND SEDIMENTATION. SEDIMENT CONTROL FENCING AROUND ALL STRUCTURES FOR THE DURATION OF THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BUILD-UP FROM ALL STORM SEWERS AFFECTED BY CONSTRUCTION, AS REQUIRED. SEDIMENT CONTROL FENCING SHALL BE ERECTED PRIOR TO FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE CLOSURE OF ALL DRAINAGE AND DRAINAGE IN PUBLIC STREETS.

ADDITIONAL EROSION AND SEDIMENT CONTROL MAY BE ADDED DURING ANY PHASE OF CONSTRUCTION AS DIRECTED BY THE ENGINEER.

CONTRACTOR TO BE RESPONSIBLE FOR ALL SEDIMENT AND EROSION CONTROL MAINTENANCE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

EROSION PREVENTION PRACTICES:

ALL DISTURBED AREAS SHALL BE DONE BY PERMANENT TURF ESTABLISHMENT WHENEVER POSSIBLE.

DEWATERING AND BASIN DRAINING:

IN THE EVENT THAT DEWATERING OPERATIONS NEED TO OCCUR, A DRAINAGE PLAN MUST BE SUBMITTED AND APPROVED BY THE ENGINEER BEFORE ANY OPERATIONS TAKE PLACE. THE PLAN MUST BE DEVELOPED IN ACCORDANCE WITH THE SWPPP GUIDELINES.

POLLUTION PREVENTION MANAGEMENT MEASURES:

TO PREVENT POLLUTION, ALL ENTRANCES LEADING INTO THE PROJECT SITE MUST BE PROTECTED WITH THE STORMWATER POLLUTION PREVENTION PLAN AND THE APPROVED STANDARD DETAILS.

ALL STREETS IN AND ADJACENT TO THE PROJECT SHALL REMAIN CLEAN AND PASSABLE AT ALL TIMES. ADJACENT STREET SHALL BE SWEEPED FREELY OF DEBRIS AT THE END OF EACH WORKDAY OR AS OFTEN AS NEEDED TO ENSURE PUBLIC SAFETY.

A SIGN MUST BE INSTALLED ADJACENT TO EACH CONCRETE WASHOUT FACILITY.

ALL HAZARDOUS MATERIALS MUST BE KEPT UNDER COVER AND WITHIN PROPER CONTAINMENT WHEN NOT IN USE.

SPOT GRADES AND DRAINAGE REQUIREMENTS:

THE CONTRACTOR AND SURVEYOR SHALL REVIEW ALL GRADING WITH THE LA-E PRIOR TO CONSTRUCTION TO ENSURE PROPER DRAINAGE AND GRADING.

THE INTENT OF ALL PROPOSED SPOT GRADES AND GRADING IN GENERAL IS TO MATCH EXISTING GRADES ADJACENT TO NEW CONSTRUCTION AND TO ENSURE PROPER DRAINAGE AND BLENDING OF EXISTING GRADES WITH NEW CONSTRUCTION. THE CONTRACTOR SHALL VERIFY AND CONFIRM ALL GRADES WITH THE LA-E AFTER INITIAL SURVEY/ STAKING WORK AND PRIOR TO START OF GRADING OPERATIONS.

REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND INFORMATION.

TOPSOIL & EARTHWORK REQUIREMENTS:

TOPSOIL SHALL BE STRIPPED FROM ALL DISTURBED AREAS AND STOCKPILED IN PILES NOT MORE THAN 10 FEET HIGH. FOR REUSE, ALL TOPSOIL SHALL BE FULLY REMOVED FROM AREAS OF CONSTRUCTION. TOPSOIL SHALL BE STOCKPILED IN AREAS THAT ARE PROTECTED FOR ADDITIONAL INFORMATION. NOTE: LOCATION OF STOCKPILE SHALL BE DETERMINED BY THE OWNER/LA-E IN THE FIELD. STOCKPILE AREA WILL REQUIRE SALT FENCE AROUND IT. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

A MIN. 6" DEPTH OF STOCKPILED TOPSOIL SHALL BE PLACED ON ALL AREAS EXCLUDING AREAS THAT ARE TO BE GRADED OR OTHERWISE. THE TOPSOIL SHALL BE FINE GRADED, RANDED AND CHARGED TO PROVIDE A SMOOTH SURFACE. THE TOPSOIL SHALL BE TRUE TO GRADIENT'S SHOWN ON PLANS OF INDICATED FINISHED GRADE AND SHALL BE TRUE TO GRADIENT'S SHOWN ON PLANS.

FERTILIZATION REQUIREMENTS:

PRIOR TO RESTORATION AND PLANTING, APPLY SOIL AMENDMENTS ACCORDING TO THE FOLLOWING:

TYPE 1 TURF SEED:

MINOT TYPE 1 FERTILIZER WITH 10-10-10 OR 20-10-20 NUTRIENT ANALYSIS. AMMONIUM SULFATE OR AMMONIUM NITRATE SHALL BE USED TO SUPPLY THE NITROGEN FERTILIZER AND SHALL BE APPLIED AT 10 LBS AND MAXIMUM 4 LBS NITROGEN PER ACRE.

APPLY FERTILIZERS UNIFORMLY IN TWO DIRECTIONS WITH A MECHANICAL SPREADER. SWEEP UP EXCESS FERTILIZER. FERTILIZER SHALL BE APPLIED TO THE SOIL SURFACE AND NOT TO ANY FERTILIZER, LAKES & STREAMS. WATER THE SITE THOROUGHLY AFTER FERTILIZING TO DISOLVE THE NUTRIENTS.

ALL FERTILIZATION SHALL BE CONSIDERED INCIDENTAL TO THE RESTORATION OPERATIONS. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.

FINAL RESTORATION NOTES:

ALL DISTURBED AREAS WITHIN CONSTRUCTION LIMITS THAT ARE NOT HARD SURFACED, OR EXPOSED SOIL, SHALL BE SEED WITHIN 7 DAYS OF FINISHED GRADING OPERATIONS. IN ACCORDANCE WITH THE SWPPP GUIDELINES, THE CONTRACTOR SHALL SEED AREAS WITH PLANS AND SPECIFICATIONS, UNLESS NOTED OTHERWISE.

ALL AREAS OUTSIDE OF CONSTRUCTION LIMITS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE SEED AND STABILIZED BY THE CONTRACTOR, AT CONTRACTOR'S EXPENSE.



WSB PROJECT NO.:
01688400

SCALE:
AS SHOWN
PLAN BY:
BAX
DESIGN BY:
BAX
CHECK BY:
CCA

REVISIONS	
NO.	DATE
1	10/10/2024
2	10/10/2024
3	10/10/2024
4	10/10/2024
5	10/10/2024
6	10/10/2024
7	10/10/2024
8	10/10/2024
9	10/10/2024
10	10/10/2024

DATE: 10/10/2024
LIC. NO.:
DESIGNER: C. K. K. K.
CHECKED BY: C. K. K. K.
PROJECT: HERITAGE VILLAGE PARK PHASE 3 SITE

HERITAGE VILLAGE PARK PHASE 3 SITE
IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA

GENERAL NOTES

SHEET
11.1

NO.	DATE	REVISION
1	01/15/2023	ISSUED FOR PERMIT
2	01/15/2023	ISSUED FOR PERMIT
3	01/15/2023	ISSUED FOR PERMIT
4	01/15/2023	ISSUED FOR PERMIT
5	01/15/2023	ISSUED FOR PERMIT
6	01/15/2023	ISSUED FOR PERMIT
7	01/15/2023	ISSUED FOR PERMIT
8	01/15/2023	ISSUED FOR PERMIT
9	01/15/2023	ISSUED FOR PERMIT
10	01/15/2023	ISSUED FOR PERMIT

DATE: 01/15/2023	BY: BAK
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HERITAGE VILLAGE PARK PHASE 3 SITE IMPROVEMENTS

INVER GROVE HEIGHTS, MINNESOTA

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE

PROJECT NAME: HERITAGE VILLAGE PARK PHASE 3 - PARK DEVELOPMENT
STREET: 4121 55th STREET EAST
CITY: INVER GROVE HEIGHTS
STATE: MINNESOTA
ZIP: 55076

PROJECT NUMBER: WSB 014791-000
SUBJECT: STORMWATER POLLUTION PREVENTION
LATITUDE/LONGITUDE: 44.8576/-93.0173

THE CHAIRMAN OF THE BOARD OF INVER GROVE HEIGHTS, MINNESOTA, IS PROPOSING PHASE THREE PARK DEVELOPMENT TO HERITAGE PARK. PARK IMPROVEMENTS WILL INCLUDE AN INCLUSIVE PLAY AREA, INTERVIEWS CONNECTIONS TO AN EXISTING TRAIL AND SURROUNDING SITE IMPROVEMENTS.

CONSTRUCTION SCHEDULE: OPERATOR SHOULD PROVIDE ESTIMATED CONSTRUCTION SCHEDULE TO THE ENGINEER!
CLEANING & GRADING OPERATIONS: GRADING, TERRACING, EROSION CONTROL, & JET CITY WORK.
ESTIMATED DATES OF SOIL DISTURBANCE ACTIVITIES:
APRIL - OCT 2023
JUNE - OCT 2023
AUG - OCT 2023
TOTAL STABILIZATION: NOV 2023

PROJECT PERSONNEL AND TRAINING
SUPERVISOR: BAK (KORY BORSSELL)
WSB (KORY BORSSELL)
1716 AVE N, STE 300
MINNEAPOLIS, MN 55412
761-742-2616/ROBIN@WSB.COM

CONTRACTOR TO PROVIDE CERTIFICATION OF EROSION CONTROL OFFICER AND ANY OTHER PERSONS WHO WILL WORK ON THE PROJECT. THE CONTRACTOR SHALL PROVIDE CERTIFICATION OF EROSION CONTROL OFFICER AND ANY OTHER PERSONS WHO WILL WORK ON THE PROJECT. THE CONTRACTOR SHALL PROVIDE CERTIFICATION OF EROSION CONTROL OFFICER AND ANY OTHER PERSONS WHO WILL WORK ON THE PROJECT.

CHAIN OF RESPONSIBILITY
THE CITY OF INVER GROVE HEIGHTS AND THE CONTRACTOR ARE CO-RESPONSIBLE FOR THE WORK CONSTRUCTION PERMIT. THE CONTRACTOR IS RESPONSIBLE TO COMPLY WITH ALL ASPECTS OF THE WORK CONSTRUCTION PERMIT AT ALL TIMES UNTIL THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE WORK.

AGENCY CONTACTS
CONTRACTOR: BAK (KORY BORSSELL)
CONTACT NAME: BAK (KORY BORSSELL)
PHONE: 761-742-2616
CELL: 761-742-2616
OFFICE: 761-742-2616
FAX: 761-742-2616
EMAIL: KORY@WSB.COM

LOCATION OF SWPPP REQUIREMENTS
THE REQUIRED SWPPP ELEMENTS MAY BE LOCATED IN MANY PLACES WITHIN THE PLAN SET AS WELL AS ON FILE WITH THE CITY OF INVER GROVE HEIGHTS.

RECEIVING WATERS
A SPECIAL AND INFILTRATED WATERS SEARCH WAS COMPLETED USING THE MCH SEARCH ENGINE ON 01/17/2023. BASED ON THIS REVIEW, THE FOLLOWING SPECIAL/INFILTRATED WATERS (WITH CONSTRUCTION RELATED IMPAIRMENTS) ARE LOCATED WITHIN ONE MILE OF, AND WITHIN THE PROJECT BOUNDARY.

WATERSHED: INVER GROVE HEIGHTS
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AREAS OF ENVIRONMENTAL SENSITIVITY (AES) AND INFESTED WATERS
THE CHAIRMAN OF THE BOARD OF INVER GROVE HEIGHTS, MINNESOTA, IS PROPOSING PHASE THREE PARK DEVELOPMENT TO HERITAGE PARK. PARK IMPROVEMENTS WILL INCLUDE AN INCLUSIVE PLAY AREA, INTERVIEWS CONNECTIONS TO AN EXISTING TRAIL AND SURROUNDING SITE IMPROVEMENTS.

SOIL TYPES
A PRODUCT WIDE GEOTECHNICAL REPORT WAS COMPLETED DURING THE DESIGN PHASE. REFERENCE THE DAKOTA COUNTY GEOLOGIC MAP SHEET 100001001 IS CORRELATIVE WITH THE CHARGE THAT SHALL BE REMOVED. ADDITIONAL SOIL INFORMATION CAN BE FOUND IN THE PROJECT SPECIFICATIONS. ADDITIONALLY, SOIL CLASSES (SILT, SAND, GRAVEL, AND CLAY) CAN BE FOUND IN FIGURE 4. SWPPP RESOURCE MAP, LOCATED ON THE LAST PAGE OF THIS NARRATIVE.

ANYTIME CORRECTION WILL BE REQUIRED. IF MATERIAL NEEDS TO BE STOCKPILED, APPROPRIATE ACTION WILL TAKE PLACE TO ENSURE THE STOCKPILES HAVE ALL PROPER SIGNS IN PLACE ACCORDING TO THIS SWPPP AND THE STORMS PERMIT.

ENVIRONMENTAL REVIEW
A FINAL ENVIRONMENTAL REVIEW WAS COMPLETED FOR THIS PROJECT. FOLLOWING A PHASE 1 ENVIRONMENTAL ASSESSMENT, IT WAS DETERMINED THAT THE PROJECT WILL NOT CAUSE ANY SIGNIFICANT IMPACTS TO THE ENVIRONMENT. THE CONTRACTOR MUST REVIEW AND ADHERE TO THE STEPS OUTLINED IN THAT DOCUMENT.

NOTES: WHILE NO VETANES IMPACTS ARE ANTICIPATED WITH THIS PROJECT, ALL SETBACK AREAS WILL BE PROTECTED WITH PERMANENT EROSION CONTROL. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES THROUGHOUT THE PROJECT. ANY EROSION CONTROL MEASURES THAT ARE DAMAGED OR REMOVED MUST BE REPLACED WITHIN 24 HOURS. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES THROUGHOUT THE PROJECT. ANY EROSION CONTROL MEASURES THAT ARE DAMAGED OR REMOVED MUST BE REPLACED WITHIN 24 HOURS.

STABILIZATION TIME FRAMES
1. INITIAL STABILIZATION IMMEDIATELY AFTER CONSTRUCTION HAS TEMPORARILY CEASED OR ANY PORTION OF THE PROJECT HAS BEEN COMPLETED. STABILIZATION SHALL BE COMPLETED WITHIN 24 HOURS OF THE END OF CONSTRUCTION. STABILIZATION SHALL BE COMPLETED WITHIN 24 HOURS OF THE END OF CONSTRUCTION. STABILIZATION SHALL BE COMPLETED WITHIN 24 HOURS OF THE END OF CONSTRUCTION.

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1. INITIAL STABILIZATION IMMEDIATELY AFTER CONSTRUCTION HAS TEMPORARILY CEASED OR ANY PORTION OF THE PROJECT HAS BEEN COMPLETED. STABILIZATION SHALL BE COMPLETED WITHIN 24 HOURS OF THE END OF CONSTRUCTION. STABILIZATION SHALL BE COMPLETED WITHIN 24 HOURS OF THE END OF CONSTRUCTION. STABILIZATION SHALL BE COMPLETED WITHIN 24 HOURS OF THE END OF CONSTRUCTION.

STABILIZATION TIME FRAMES
1. INITIAL STABILIZATION IMMEDIATELY AFTER CONSTRUCTION HAS TEMPORARILY CEASED OR ANY PORTION OF THE PROJECT HAS BEEN COMPLETED. STABILIZATION SHALL BE COMPLETED WITHIN 24 HOURS OF THE END OF CONSTRUCTION. STABILIZATION SHALL BE COMPLETED WITHIN 24 HOURS OF THE END OF CONSTRUCTION. STABILIZATION SHALL BE COMPLETED WITHIN 24 HOURS OF THE END OF CONSTRUCTION.

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STABILIZATION TIME FRAMES
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REVISIONS	DATE	BY

MEMBER CERTIFY THAT THIS PLAN SPECIFICATION REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MISSISSIPPI.

CATHY C. ANDRUS

DATE: 04/26/2006 LIC. NO. 49946

HERITAGE VILLAGE PARK PHASE 3 SITE
IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA

SWPPP

SHEET
L1.4

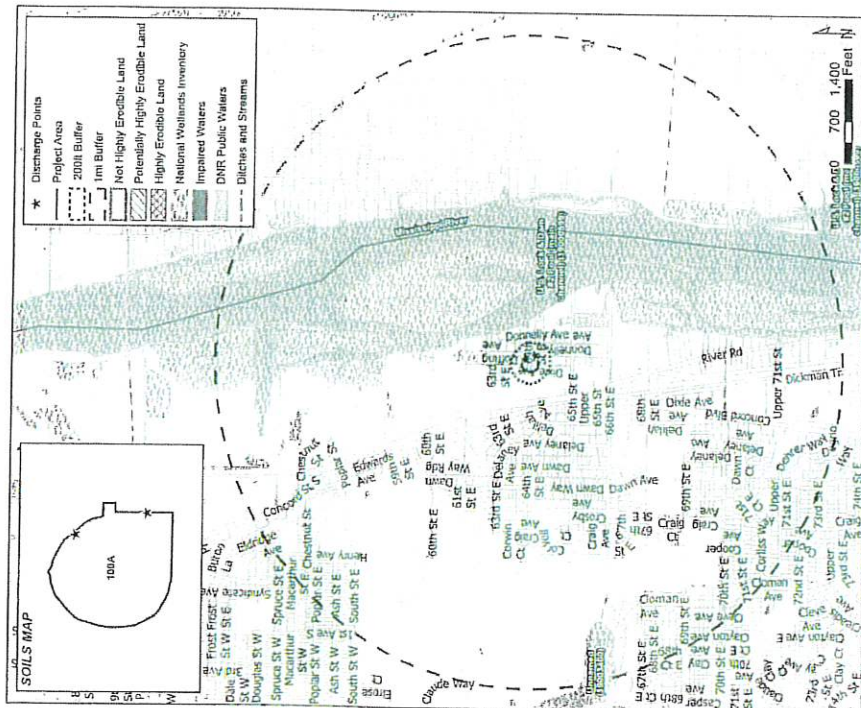


Figure 1. SWPPP Resource Map

STABILIZED CONSTRUCTION EXITS ARE CONSTRUCTED AT THE CROSS POINT FROM THE CONSTRUCTION AREA ONTO A PAVED ROAD. A STABILIZED CONSTRUCTION EXIT IS A TRUCKING CONTROL BAY INTENDED TO PREVENT TRUCKING OF SOIL FROM THE CONSTRUCTION SITE BY EQUIPMENT AND VEHICLES. THE EXITS ARE CONSTRUCTED OF LARGE ANGLE IRON, STEEL RIBS (30MM X 80X 195), ON TRACK PADS INTENDED TO KICK THE MUD OFF THE TIRES BEFORE TRAVELING ONTO THE ROADWAY.

CHEMICAL TREATMENTS: OPERATOR MUST AGREE THE SUPPLY TO INCLUDE THE INTENDED USES AND LOCATIONS OF FLOCCULANTS, POLYMERS, AND OTHER SEDIMENTATION TREATMENT CHEMICALS. CHEMICAL TREATMENTS MUST BE IN COMPLIANCE WITH PAFC 9.15.

BIODEGRADATION & BIOMASSES: BIODEGRADABLE DIRECT SHEET PLOW ACROSS A GRASS BUTTER STRIP TO A FORDING AREA FOR UTILIZATION. THEY UTILIZE SOILS AND WOODY AND HERBACEOUS PLANTS TO REMOVE POLLUTANTS FROM STREAMS/RAVINE. THE FORDING AREA GENERALLY CONSISTS OF A SURFACE LAYER CONTAINING ORGANICS SUCH AS HULCH, TREES, NATIVE GRASSES AND SHRUBS, A SUBSURFACE LAYER OF PLANTING SOIL, AND A SAND BED.

URBIT CONTROLS OPERATOR WILL COMPLY WITH STATE RULE 7011.0150 ON DUST PREVENTION REQUIREMENTS. DUST FROM THE SITE WILL BE CONTROLLED BY INCREASED STREET CLEANING AND/OR USING A MOBILE PRESSURE-TYPE DUST SUPPRESSOR TRUCK TO APPLY FERTILIZER DUST SUPPRESSANT TO DISTURBED AREAS. THE MOBILE UNIT WILL APPLY WATER AT A RATE NECESSARY TO PREVENT RUNOFF AND FLOWING.

POLLUTION PREVENTION MANAGEMENT

1. POTENTIAL SOURCES OF POLLUTANTS FROM CONSTRUCTION ACTIVITIES INCLUDE, BUT NOT LIMITED TO:

- a. SEDIMENT AND FUGITIVE DUST GENERATED FROM CLEARING AND GRUBBING, IMPROVEMENT OPERATIONS, BACKFILLING AND PAVEMENT CONSTRUCTION.
- b. EXCAVATIONS, TRENCHING, TOPSOIL STRIPPING, STOCKPILING, WET/DRY PAVEMENT CUTTING, STREET CONSTRUCTION.

MAJOR/ACTIVE AT LEVELS FROM CURB AND CUTTER, MANHOLE STRUCTURES, SIDEWALKS, DRIVEWAY AREAS, FOUNDATIONS, BRIDGE ABUTMENTS, RET/URY PAVEMENT CUTTING, MASONRY WASHOUT/CLEANOUT.

1. GROSS WEIGHTS FROM LANDSCAPING INSTALLATIONS, SOIL ADDITIVES, FERTILIZATION, MULCHING, HYDRULICATIONS FROM STREET CONSTRUCTION, DEMOLITION/REMOVALS, WET/DRY PAVEMENT CURTUPS,

OPERATOR WILL COMPLY WITH ALL OF THE POLLUTION PREVENTION AND MANAGEMENT MEASURES IDENTIFIED IN THE NPDES-CSS PERMIT.
PART 12.1. STORAGE AND DISPOSAL OF CONSTRUCTION AND HAZARDOUS WASTES MUST BE IN COMPLIANCE WITH RCRA REGULATIONS.
POSITION AND STAKE DOWN ALL PORTABLE TOILETS SO THEY CANNOT BE TIPPED OR MARCHED DOWN.

SECONDARY CONFINEMENT IS NEEDED AROUND ALL STATIONARY EQUIPMENT (GENERATORS, PUMPS, LIGHT PLANTS, ETC.) PROVIDE CONFINEMENT FOR ALL HAZARDOUS MATERIALS AND TOXIC WASTE.

1. NO ENGINE OIL CHANGING IS ALLOWED ON SITE.

2. VEHICLE AND EQUIPMENT WASHING TO OCCUR IN DESIGNATED AREA AS DETERMINED BY THE CONTRACTOR SUBMITTAL OF A MANAGEMENT PLAN FOR THESE ACTIVITIES.

PROPERLY CLEAN UP AND REPORT ALL SPILLS AS REQUIRED BY THE MPCA AND HIDDY SPECIFICATIONS.
PROVIDE A SPILL KIT AT EACH WORK LOCATION ON THIS SITE.

PROVIDE A SECURE STORAGE AREA WITH RESTRICTED ACCESS FOR ALL HAZARDOUS MATERIALS AND TOXIC WASTE. RETURN ALL HAZARDOUS MATERIALS AND TOXIC WASTE TO THE DESIGNATED STORAGE AREA AT THE END OF THE BUSINESS DAY UNLESS

INFESIBLE. STORE ALL HAZARDOUS MATERIALS AND TOXIC WASTE (INCLUDING BUT NOT LIMITED TO OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT, PETROLEUM BASED PRODUCTS, REED PRESERVATIVES, ADDITIVES, CURING COMPONENTS, AND ACIDS) IN SEALED CONTAINERS WITH SECONDARY COMPARTMENT. CLEAN UP SPILLS IMMEDIATELY.

STORAGE, CORRECT AND DISPOSE OF ALL SOLID WASTE, SLURRY FROM CONCRETE OPERATIONS MUST BE VACUUMED UP IMMEDIATELY. NO CONCRETE WASHOUT SHALL COME IN CONTACT WITH THE GROUND AND MUST BE PROPERLY DISPOSED OF.

- A SIGN MUST BE INSTALLED ADJACENT TO EACH CONCRETE WASHOUT FACILITY.
- OPERATE AND FOLLOW A WASTEMATERIAL DISPOSAL PLAN FOR ALL WASTE MATERIAL. INCLUDE IN THE PLAN HOW THE MATERIAL WILL BE

USE METHODS AND OPERATIONAL PROCEDURES THAT PREVENT DISCHARGE OR PLACEMENT OF BITUMINOUS GRINDINGS, CUTTINGS, MILLINGS, AND OTHER BITUMINOUS WASTES FROM AREAS OF EXISTING OR FUTURE VEGETATED SOILS AND FROM ALL WATER CONVEYANCE SYSTEMS, INCLUDING THURTS, DITCHES AND CURB FLOW LINES.

FINAL STABILIZATION

1966, STABILIZATION IS ACHIEVED WHEN NPDES CFP PART 13.1, ARE COMPLETED PRIOR TO SUBMISSION OF THE NOTICE OF DEMANDATION (NOT) TO MECA.

ALL AREAS MUST BE STABILIZED WITH A UNIFORM PERMANENT VEGETATIVE COVER WITH A DENSITY OF 70%.

ALL TEMPORARY SEDIMENT CONTROL BMP MEASURES MUST BE REMOVED PRIOR TO SUBMITTING PERMITS NOT.

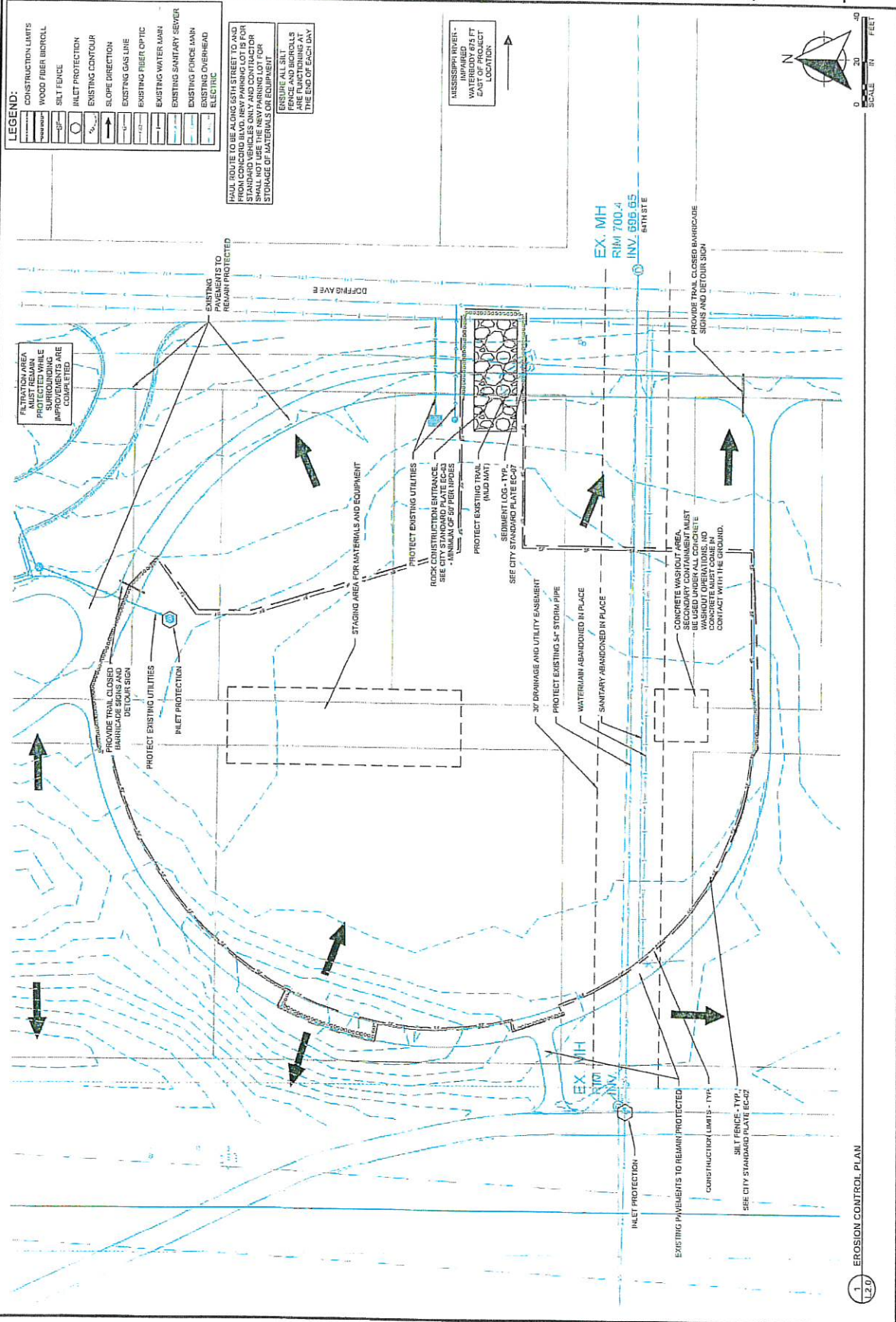
NO.	DATE	REVISION

DATE: 08-15-2023
BY: MJD
CHECKED: C. ANDERSON
DESIGNED: C. ANDERSON
PROJECT: HERITAGE VILLAGE PARK PHASE 3 SITE
SHEET: 1.0

CITY OF INVER GROVE HEIGHTS
IMPROVEMENTS
HERITAGE VILLAGE PARK PHASE 3 SITE

EROSION
CONTROL PLAN

SHEET
L2.0

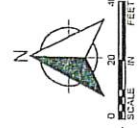


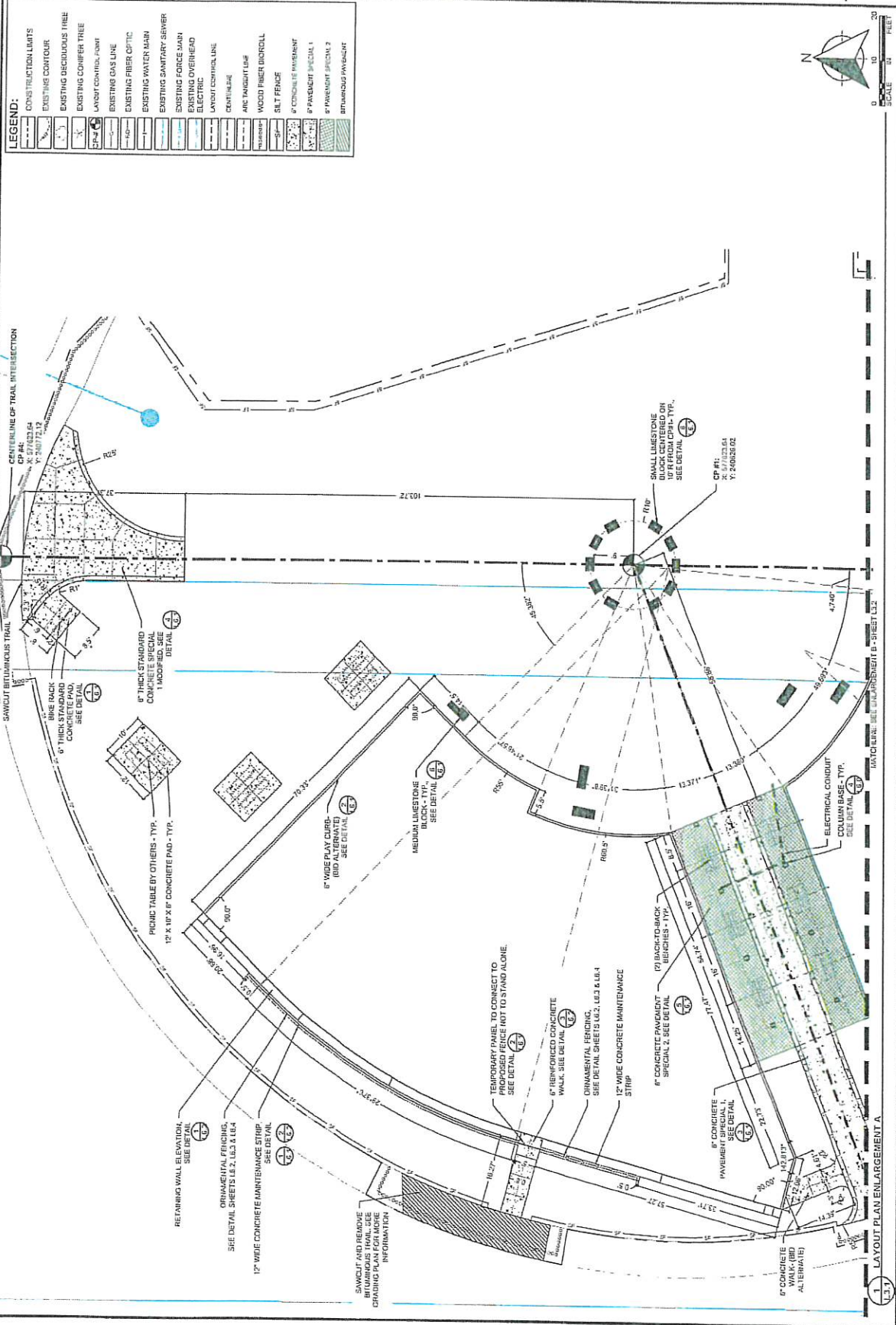
LEGEND:

CONSTRUCTION LIMITS	WOOD FIBER MATTING
SILT FENCE	SILT PROTECTION
EXISTING CONTOUR	SLOPE DIRECTION
EXISTING GAS LINE	EXISTING FIBER OPTIC
EXISTING WATER MAIN	EXISTING SANITARY SEWER
EXISTING FORCE MAIN	EXISTING OVERHEAD ELECTRIC

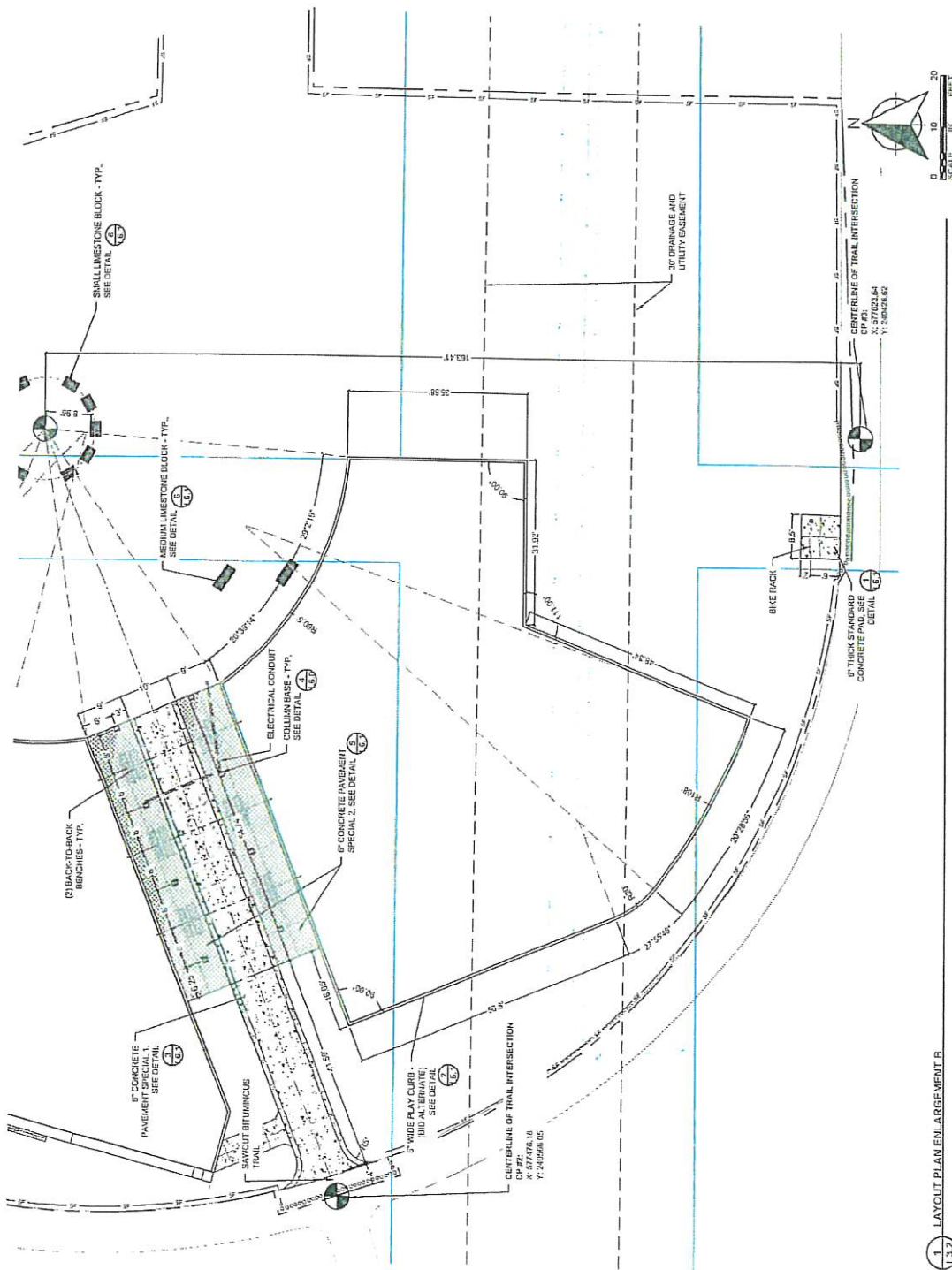
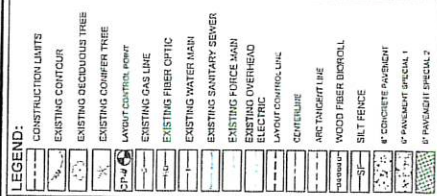
HAUL ROUTE TO BE ALONG 65TH STREET TO AND FROM CONCORD BLVD. NEW PARKING LOT IS FOR MATERIALS AND EQUIPMENT. CONTRACTOR SHALL NOT USE THE STAGING AREA FOR STORAGE OF MATERIALS OR EQUIPMENT.

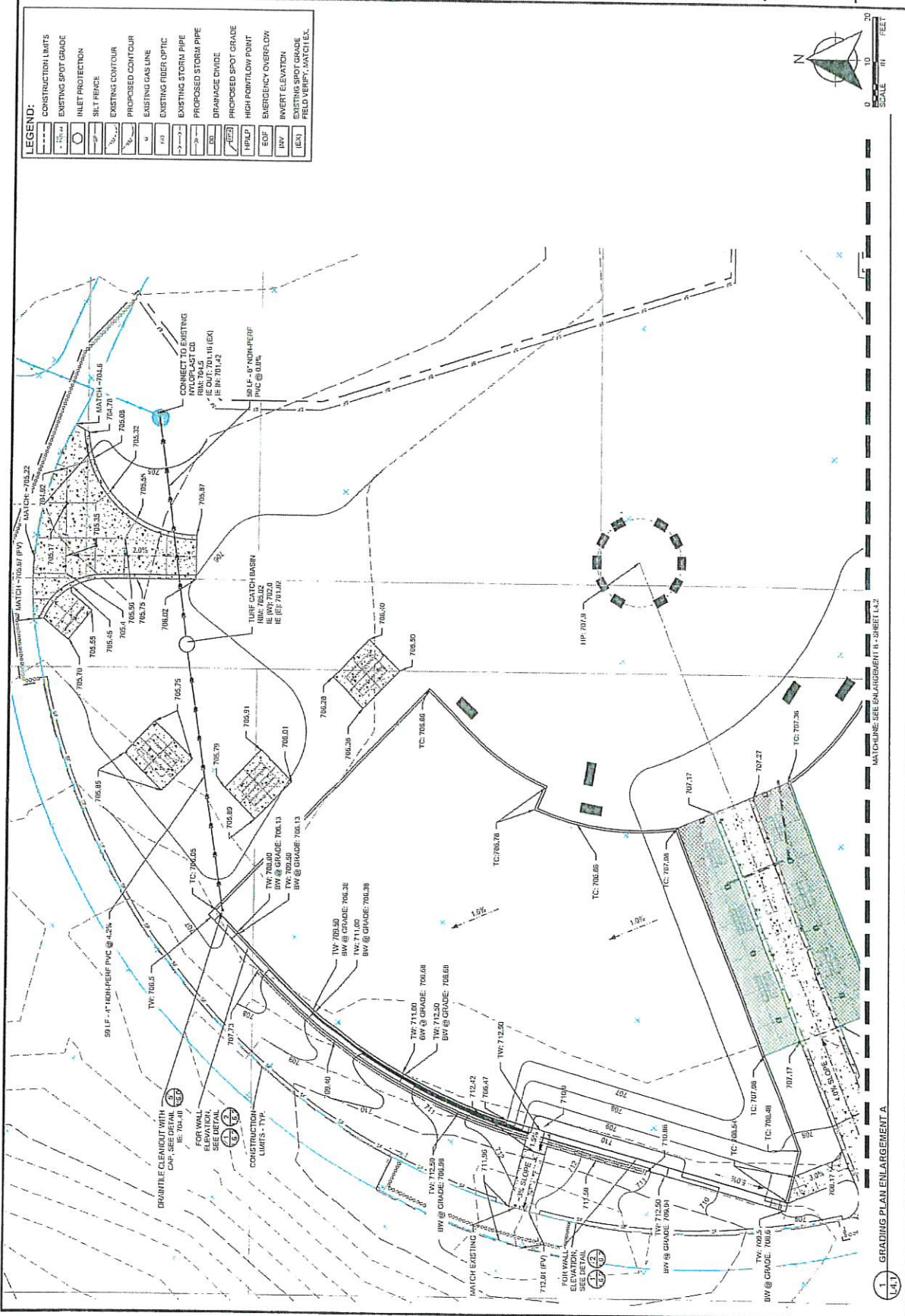
MISSISSIPPI RIVER -
WATERBODY 875 FT
2-1/2 MILES
PROJECT LOCATION





HERITAGE VILLAGE PARK PHASE 3 SITE
IMPROVEMENTS
CITY OF INVER GROVE HEIGHTS

LAYOUT PLAN
ENLARGEMENT B



REVISIONS	DATE	DESCRIPTION
1	08/12/2019	ISSUED FOR PERMIT

ENGINEER: J. HARRIS
DATE: 08/12/2019
LIC. NO.: 40466
I HEREBY CERTIFY THAT THE PLAN, SPECIFICATION AND SECTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly Licensed Professional Engineer in the State of Michigan.

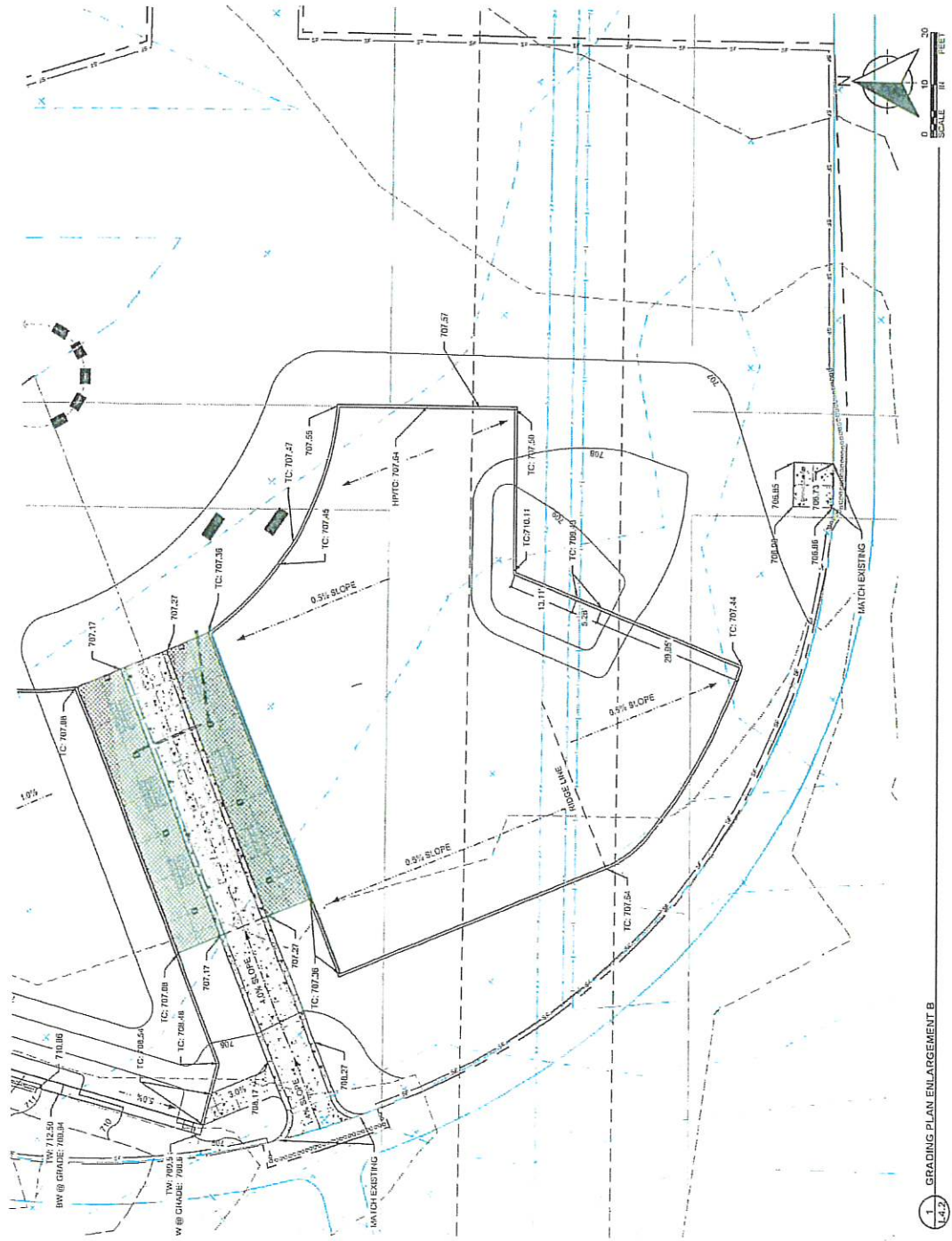
HERITAGE VILLAGE PARK PHASE 3 SITE IMPROVEMENTS
CITY OF INVER GROVE HEIGHTS

GRADING PLAN
ENLARGEMENT B

SHEET
L4.2

LEGEND:

---	CONSTRUCTION LIMITS
---	EXISTING SPOT GRADE
---	PROPOSED SPOT GRADE
---	PROPOSED CONTOUR
---	EXISTING GAS LINE
---	EXISTING FIBER OPTIC
---	EXISTING STORM PIPE
---	PROPOSED STORM PIPE
---	DRAINAGE DIVIDE
---	PROPOSED SPOT GRADE
---	HIGH FLOW POINT
---	EMERGENCY OVERFLOW
---	INVERT ELEVATION
---	EXISTING SPOT GRADE
---	PROPOSED SPOT GRADE

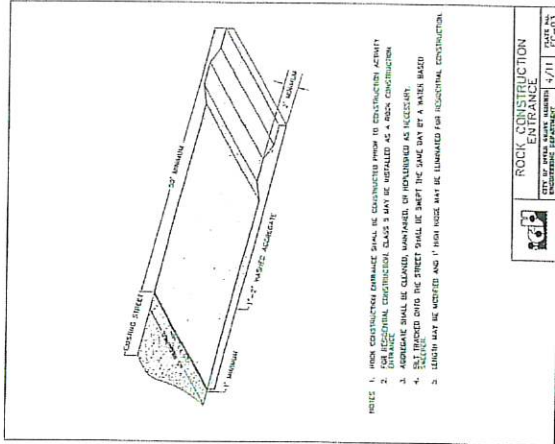


1 GRADING PLAN ENLARGEMENT B
L4.2

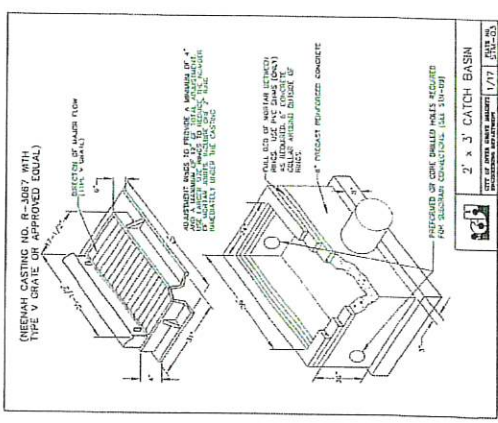
NO.	DATE	REVISION

DATE: 08/01/2020
DRAWN BY: CHANCE C. ABERG
CHECKED BY: CHANCE C. ABERG
DESIGNED BY: CHANCE C. ABERG
PROJECT NO: 01666B-000
SHEET NO: 16.0

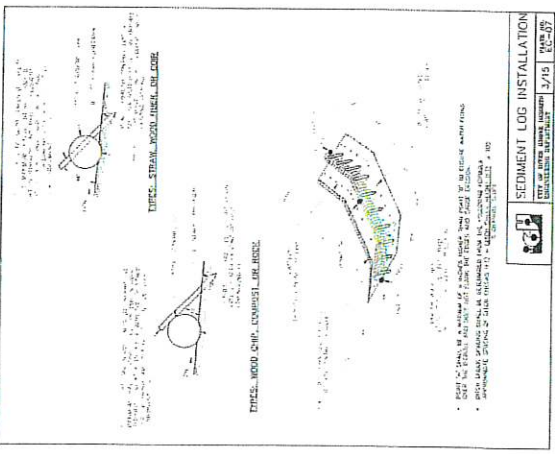
CITY OF INVER GROVE HEIGHTS IMPROVEMENTS HERITAGE VILLAGE PARK PHASE 3 SITE



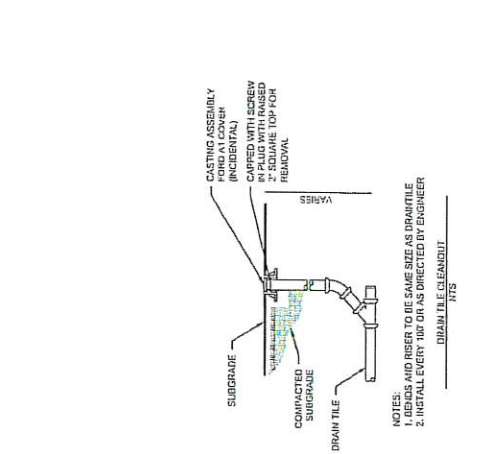
3 ROCK CONSTRUCTION DRIVE
NOT TO SCALE



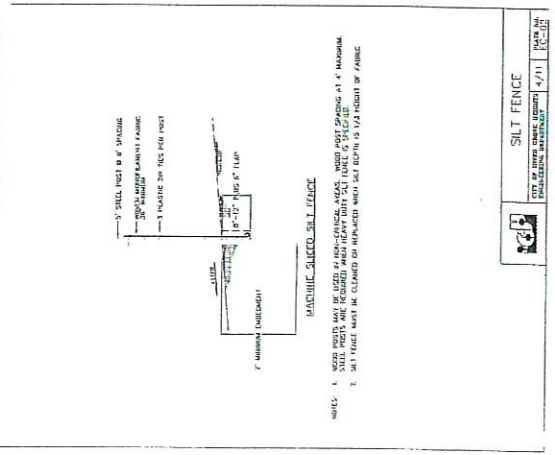
6 CATCH BASIN DETAIL
NOT TO SCALE



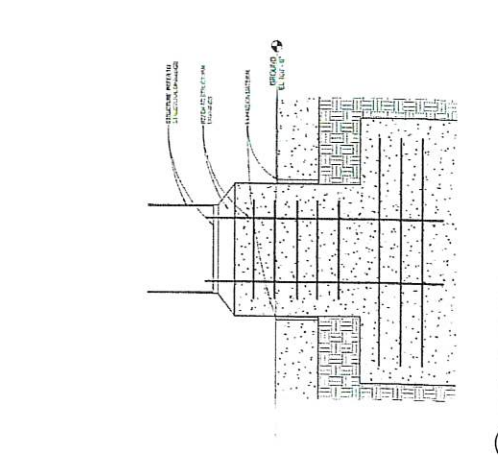
2 BIOLOG
NOT TO SCALE



5 DRAIN TILE CLEANOUT WITH CAP
NOT TO SCALE

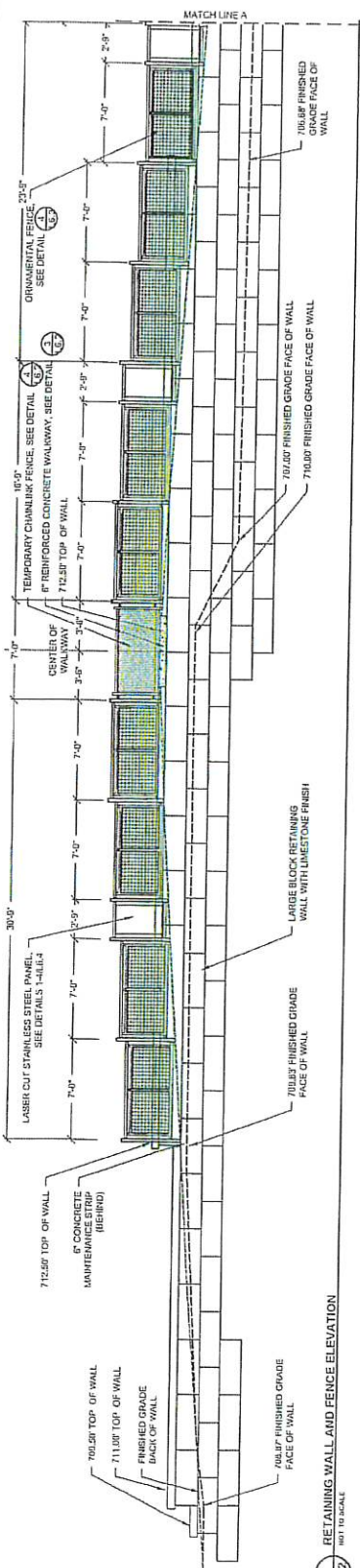


1 SILT FENCE
NOT TO SCALE



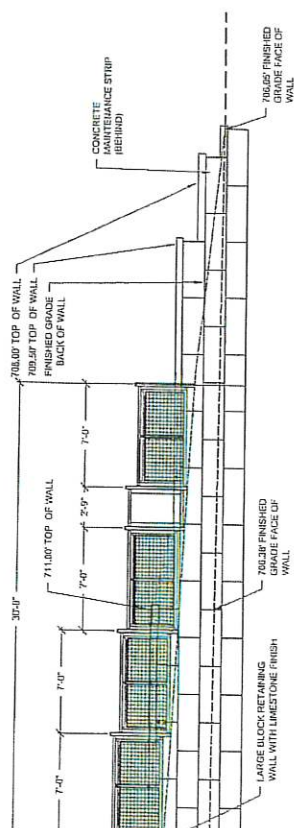
4 COLUMN BASE DETAIL
NOT TO SCALE

RETAINING WALL AND FENCE ELEVATION

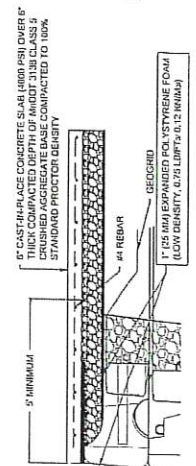


NOTE: RETAINING WALL REQUIRES BUILDING PERMIT WITH DESIGNED AND SEALED ENGINEER DRAWINGS AND WALL CALCULATIONS (INCIDENTAL).

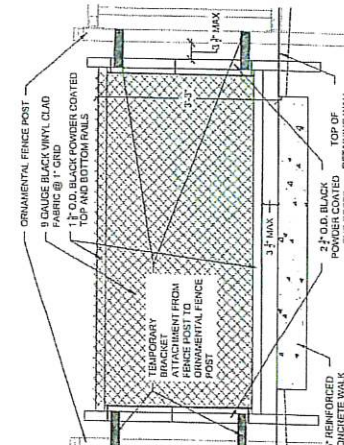
ETAINING WALL AND FENCE ELEVATION



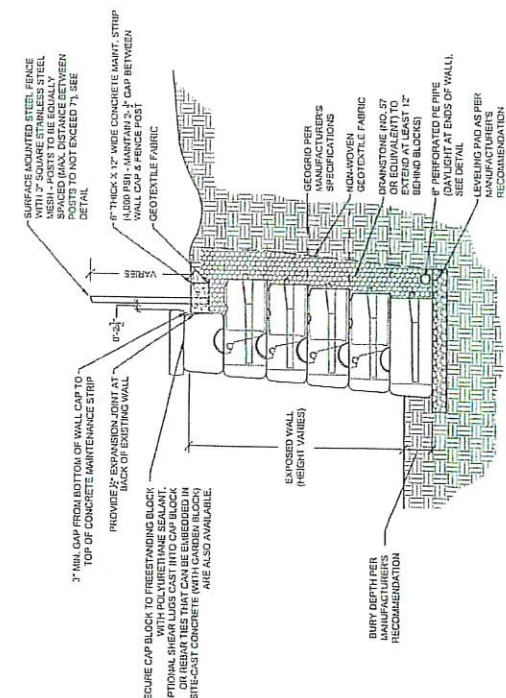
CONCRETE WALK OVER RETAINING WALL DETAIL



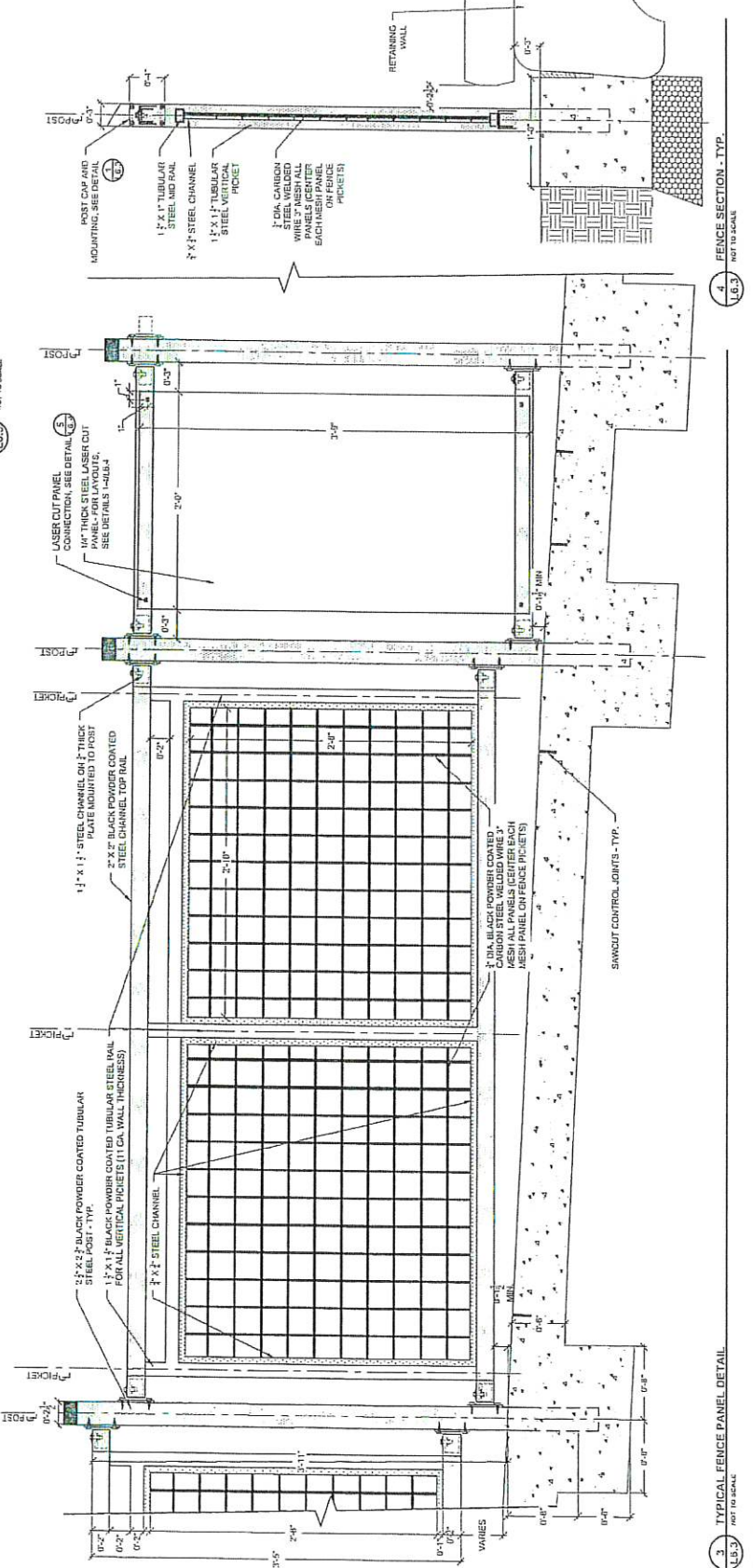
4) TEMPORAR



ENCE DETAIL



5 TYPICAL RETAINING WALL SECTION DETAIL



3 TYPICAL FENCE PANEL DETAIL
L5.3 NOT TO SCALE

SCALE	DESIGN BY:
AS SHOWN	BAK
PLAN BY:	CHECK BY:
BAK	CCA

NO.	DATE	REVISION

DATE	DESIGN BY:
OCTOBER 15, 2019	CCA

HERITAGE VILLAGE PARK PHASE 3 SITE
IMPROVEMENTS
CITY OF INVER GROVE HEIGHTS

MISCELLANEOUS
DETAILS
C.P. SHEET
1707 L6.4

1 FENCE PANEL DESIGN A
NOT TO SCALE

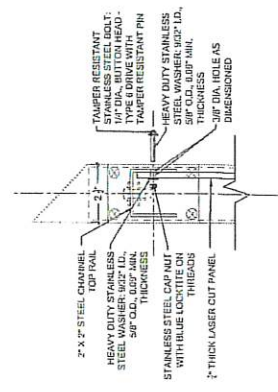
2 FENCE PANEL DESIGN B
NOT TO SCALE

3 FENCE PANEL DESIGN C
NOT TO SCALE

SHOP DRAWING NOTE:
SHOP DRAWINGS MUST BE SUBMITTED FOR ALL RAILING AND ASSOCIATED MATERIALS
FOR REVIEW AND APPROVAL PRIOR TO FABRICATION. WRITTEN APPROVAL BY OWNER/CLIENT REQUIRED PRIOR TO
FABRICATION.

PAINTING NOTE:
REFER TO WRITTEN SPECIFICATIONS FOR INFORMATION RELATED TO PAINTING.

WELDING NOTE:
WELDING SHALL BE IN ACCORDANCE WITH ACCEPTED INDUSTRY AND AWS
STANDARDS.



4 LASER PANEL FENCE CONNECTION DETAIL
NOT TO SCALE

5 FENCE PANEL DESIGN D
NOT TO SCALE

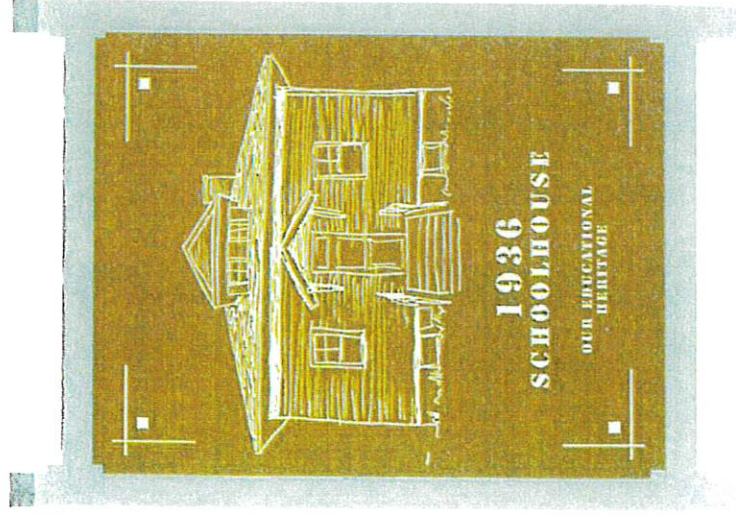
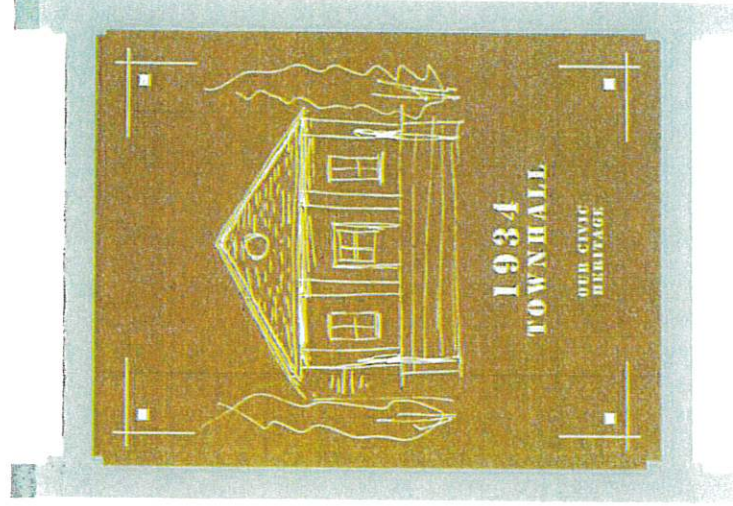
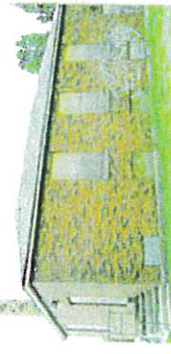
CONCEPT RAILING PANELS

Heritage Park Fence Panels

Let's celebrate the history of Inver Grove Heights. Here are some ideas....

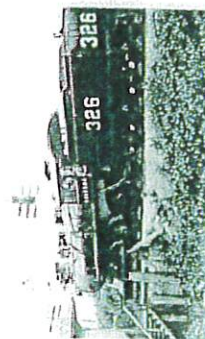
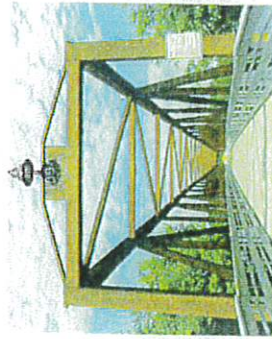
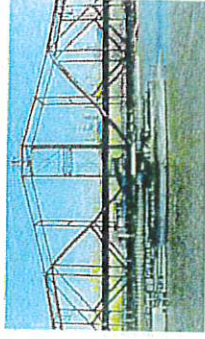
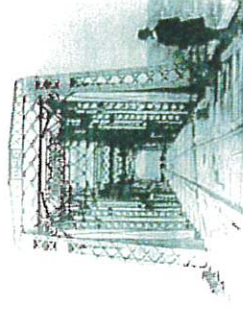
Historic Buildings

These buildings, whose construction created jobs as part of the New Deal, are historically important to Inver Grove Heights



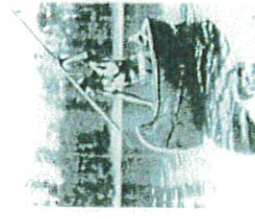
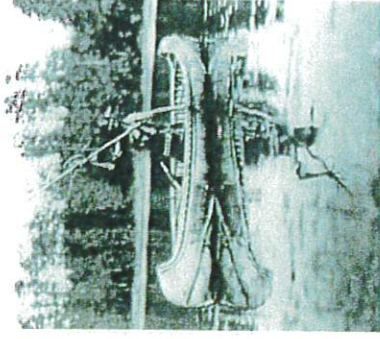
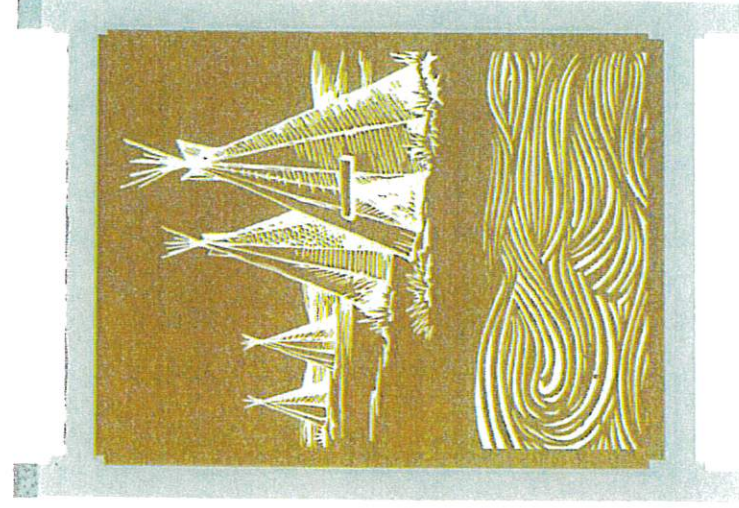
The Railroad

Commerce to Inver Grove Heights was tied to the river and later, the railroad. The railroad bridges and infrastructure came to define the area.



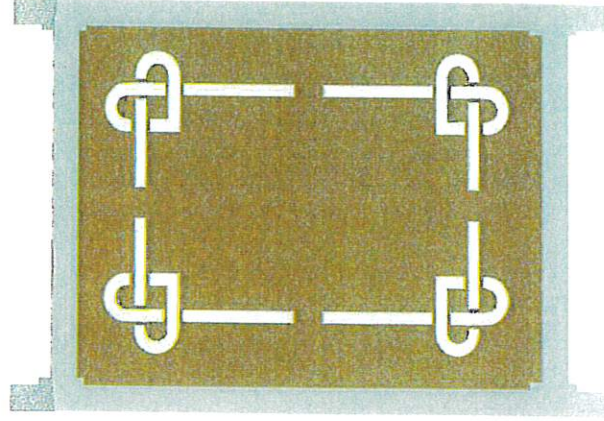
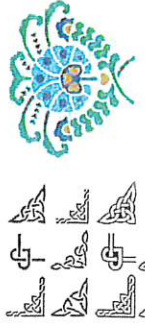
The River & Native Inhabitants

The history of Inver Grove Heights is tied to the river. These panels focus on native fish, the movement of water, and the culture of the Dakota people who used the Mississippi river for food and transportation.



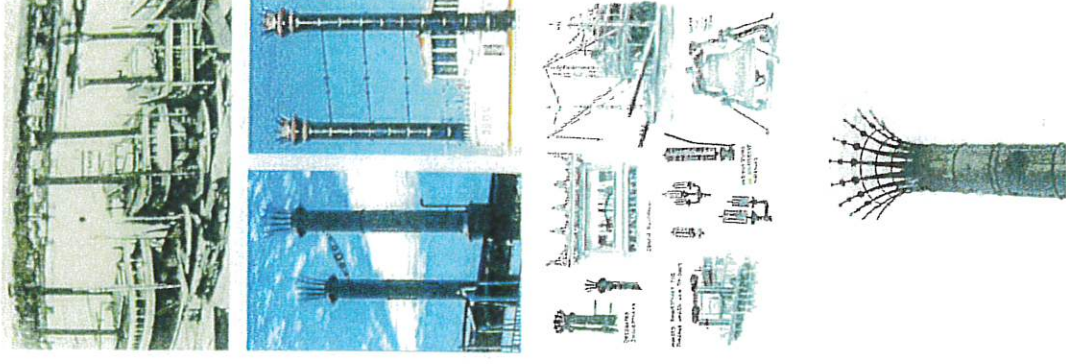
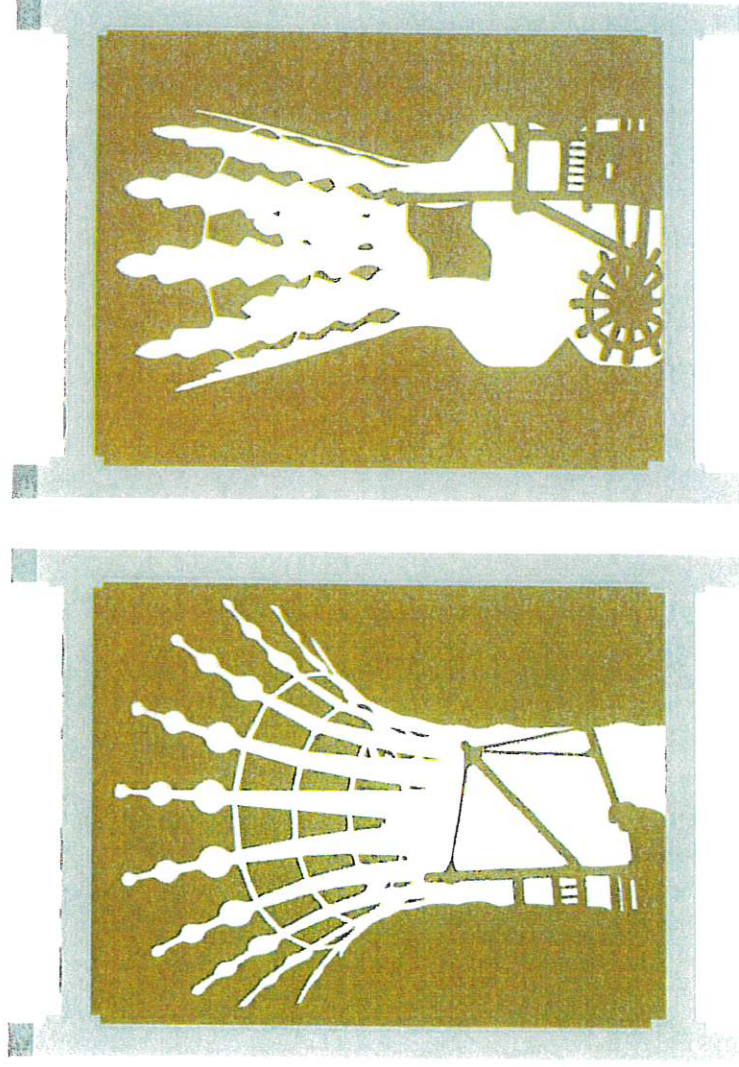
Dakota, German, Irish Heritage

The Irish settled the east and the Germans settled the west. Before they arrived, the land was home to the Dakota. Here are design motifs representing those cultures.



Steamboats

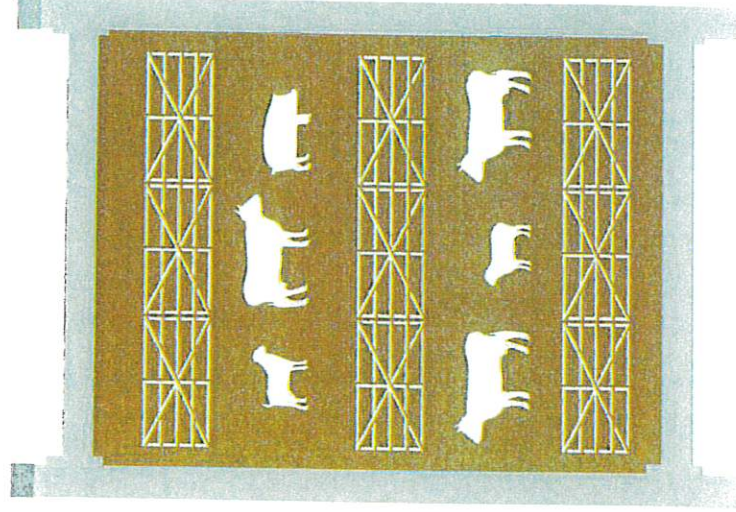
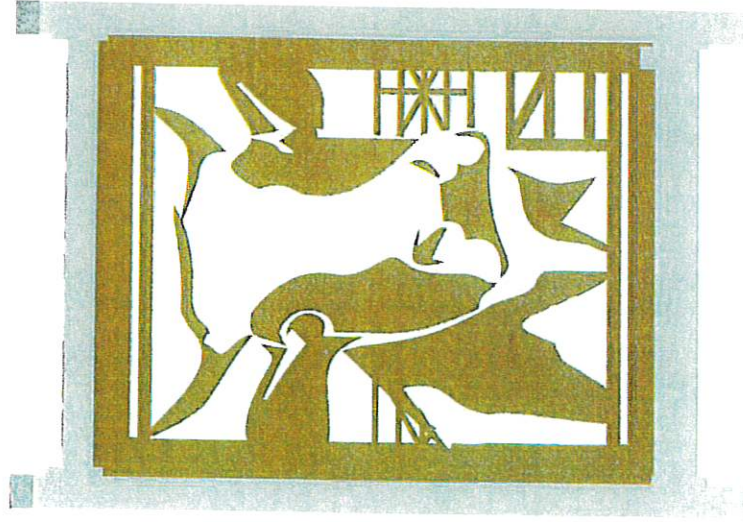
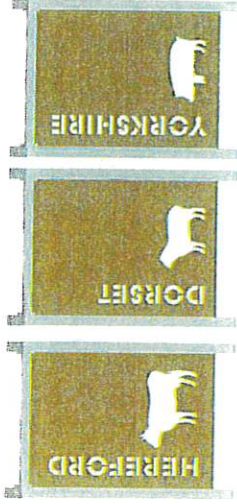
The iconic steamboats of the Mississippi are celebrated here, with these panels focusing on their decorative smokestacks.



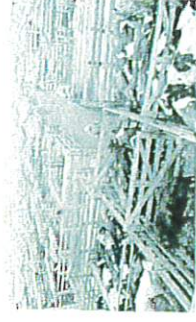
Stockyards

Build in 1868, these stockyards were once the largest in the Northwest, handling more than five million head of livestock annually.

(Right) These fence panels depict the heritage breeds of livestock.



(Left) These panels use the holding pen fencing as an interesting pattern.



MASTER PLAN(s)

Summary of highlights/changes to the Heritage Village Park Master Plans over the years.

	2004	2010	2012	2018	2019
Active Recreation Area	X	X	X	X	X
Amphitheater	X	X	X	X	X
Civic Green Space for festivals, fairs, markets	X	X	X	X	X
Community Sized Playground	X	X	X	X	X
Splash Pad		X	X	X	X
Dog Park				X	X
Heritage Gardens	X	X	X	X	X
Historical Interpretation	X	X	X	X	X
Large Reservation Picnic Shelter	X	X	X	X	X
Loop Trail System	X	X	X	X	X
MRRT	X	X	X	X	X
Multiple Parking Areas	X	X	X	X	X
Natural Restoration Areas	X	X	X	X	X
Old School House	X	X	X	X	X
Old Town Hall	X	X	X	X	X
Pedestrian Bridge over Railroad Tracks	X				
Picnic Areas	X	X	X	X	X
Railroad Historical Center	X				
River Views/Access	X	X	X	X	X
Self-Guided Historical Trail	X	X	X	X	X
Trailhead	X	X	X	X	X
Water Front Area	X	X	X	X	X

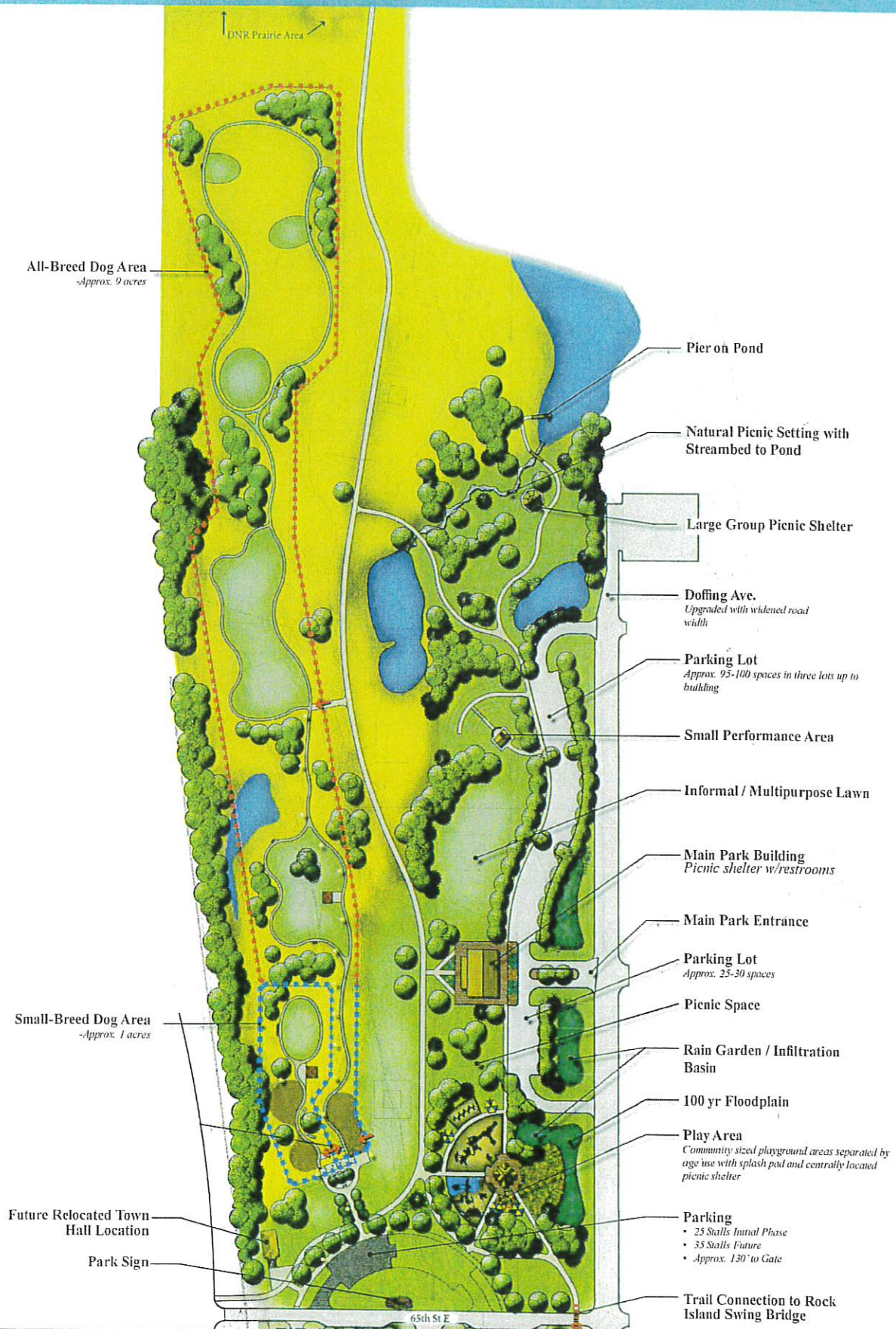
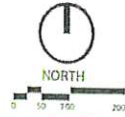


Heritage Village Park - Phase 2 | Master Plan

Inver Grove Heights, Minnesota
 December 5, 2018 V688 Project number: 013050400



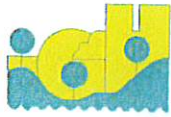
Heritage Village Park ON THE MISSISSIPPI RIVER



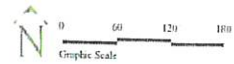
Preliminary Master Plan

WSB Project 010132-000
February 14, 2018





Heritage Village Park ON THE MISSISSIPPI RIVER



Infiltration Area:

Land set aside for stormwater system infiltration basins (approx. 3 acres) - nature trail could possibly wind through this area

Heritage Memorial Trail:

Trail loop system with a central path rotating up a mound - trails contain a variety of historical interpretive displays including signage, artifacts, or even historical buildings

Regional Trail

Concord Ave

65th Avenue

Regional Trail

Native / Naturalized Landscape

Pier on Pond

Large Group Picnic Shelter

Natural Picnic Setting with Streambed to Pond

Parking Lot
Approx. 95-100 spaces in three lots up to building

Small Performance Area

Doffing Ave.
Upgraded with widened road width

Informal / Multipurpose Lawn

Main Park Building
Picnic shelter w restrooms

Main Park Entrance

Parking Lot
Approx. 25-30 spaces

Picnic Space

Rain Garden / Infiltration Basin

100 yr Floodplain

Play Area
Community sized playground areas separated by age use with splash pad and centrally located picnic shelter

Parking Lot
Approx. 10-12 spaces with links to regional trail system

Park Monument

Trail Connection to Rock Island Swing Bridge



Heritage Village Park

ON THE MISSISSIPPI RIVER

BK&A ASSOCIATES, LTD.
LEADER IN PARKS AND RECREATION
10211 E. 10th Avenue, Suite 100
Denver, CO 80231-2921
Tel: 303.755.0821
Fax: 303.755.0822
Project # 1047
Date: Dec. 1st, 2010



River Access
Small trail leads down to the river with blocks of large stones creating large steps along the waters edge that can withstand flooding for sealing and viewing the river

Rock Island Bridge
Bridge overlook with entrance patio area for gathering and displaying historical information

Deck Overlook
Small deck built on upper railroad track area overlooking the natural areas and river with a staircase leading down to the bridge overlook

History Mystery Node
Location for "clue" associated with a historical themed treasure hunt (typ)

Bridge Gateway
Access point leading to the bridge overlook contains historical signage over the trail and a monument area is placed at the end of the roadway creating a significant gateway to the bridge location

Regional Trailhead
Parking lot for bridge and trailhead with adjacent bike racks, seating, information kiosk, and restroom facilities with City utility services

Park Building
Multi-purpose building provides main park focal point when entering. Building contains full restrooms, picnic space for approx. 200 people, storage, and a patio area with additional picnic space and custom grills overlooking the lawn

Trail Connections
Trail built to reconnect railroad line provides a neighborhood connection

Trail Stop
Trail stop with bike racks, information kiosk and maps with directions to Rock Island Bridge are provided along the trail intersection

Regional Trail
Connection to the South

Park Entry
Main park entry with dedicated turning lane, one-way roundabout entrance, park signage monument, drop off area, and parking lots.

Lawn Space
Lawn space designed to suit the roundhouse can be used for many recreational games common with picnics and gatherings, such as lawn volleyball, lacrosse, bean bags, croquet, etc.

Central Play Area
Community sized playground for all ages groups and a small splash pad area surrounding an open air picnic shelter

66th Street Gateway
66th Street access off of Concord becomes the main park entrance road with a gateway monument sign along Concord

65th Street Access
65th Street access off of Concord leads to a parking lot and would remain the alternate fire access

Infiltration Basin (typ)
Use of basins and rain gardens to collect and pretreat stormwater before entering another water body

Improved Roadway
Improve Dorling Ave. with designated turn lanes, adequate separation from adjacent businesses / residents, improved storm water collection, etc.

Historical Buildings
Town Hall and Schoolhouse buildings could be relocated to increase historical significance of the park - depending on final use and costs for relocation. Locations shall be based on use of buildings to fit with appropriate setting, but could be part of the Heritage Gardens

Asphalt Trails
Provide access to park amenities and creates internal loops

Community Space
Open lawn space for various community events, informal sports, etc.

Heritage Gardens
Ornamental gardens containing artifacts, sculptures and interpretive signage displaying the history of the area and the community intertwined with various seating areas and walkways

Event Seating
Small to medium sized park stage for various demonstrations, plays, movies, and park events with adjacent tiered seating in the hillside

Community Space
Open lawn space for various community events, informal sports, etc.

Master Plan-South



Heritage Village Park

ON THE MISSISSIPPI RIVER

ROUSE & ASSOCIATES, LLP
10417 Folsom Blvd - Suite 200
St. Louis, MO 63143
Tel: 314.251.2000
Fax: 314.251.2001
Project # 10407
Date: Dec 1st, 2010

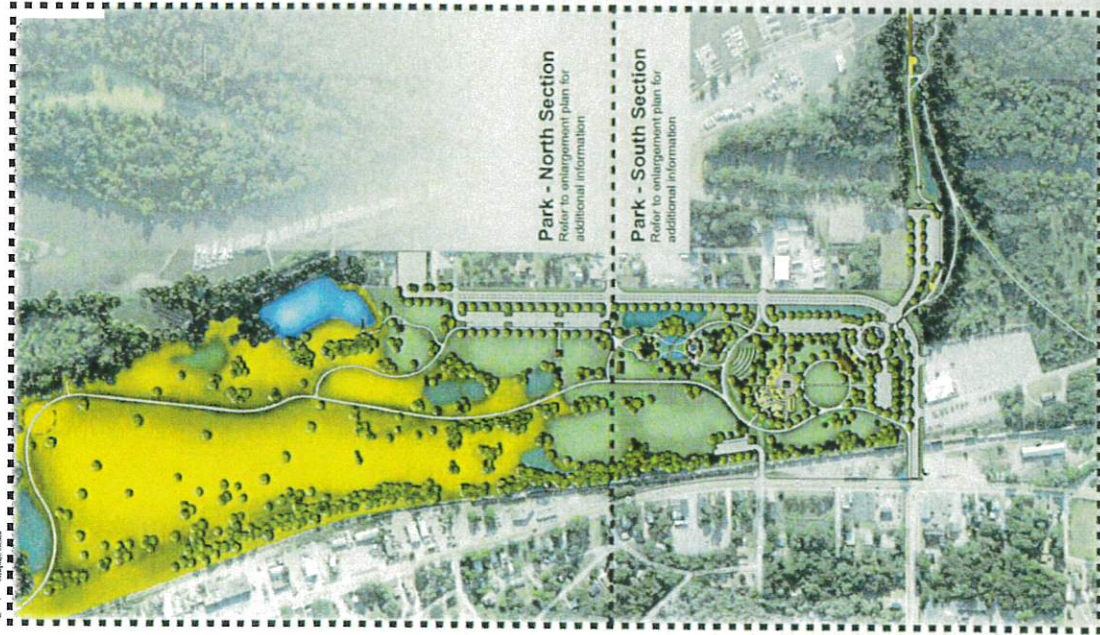


Master Plan - North



Heritage Village Park

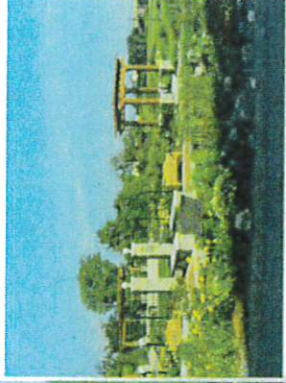
ON THE MISSISSIPPI RIVER



Overall Site Plan

Ornamental Gardens / Displays

Examples of ornamental gardens, sculptures, and displays



Park Buildings & Overlooks

Examples of picnic shelters, custom grills and overlooks



Park - North Section

Refer to enlargement plan for additional information

Park - South Section

Refer to enlargement plan for additional information

Park Signage

Examples of park and trail signs



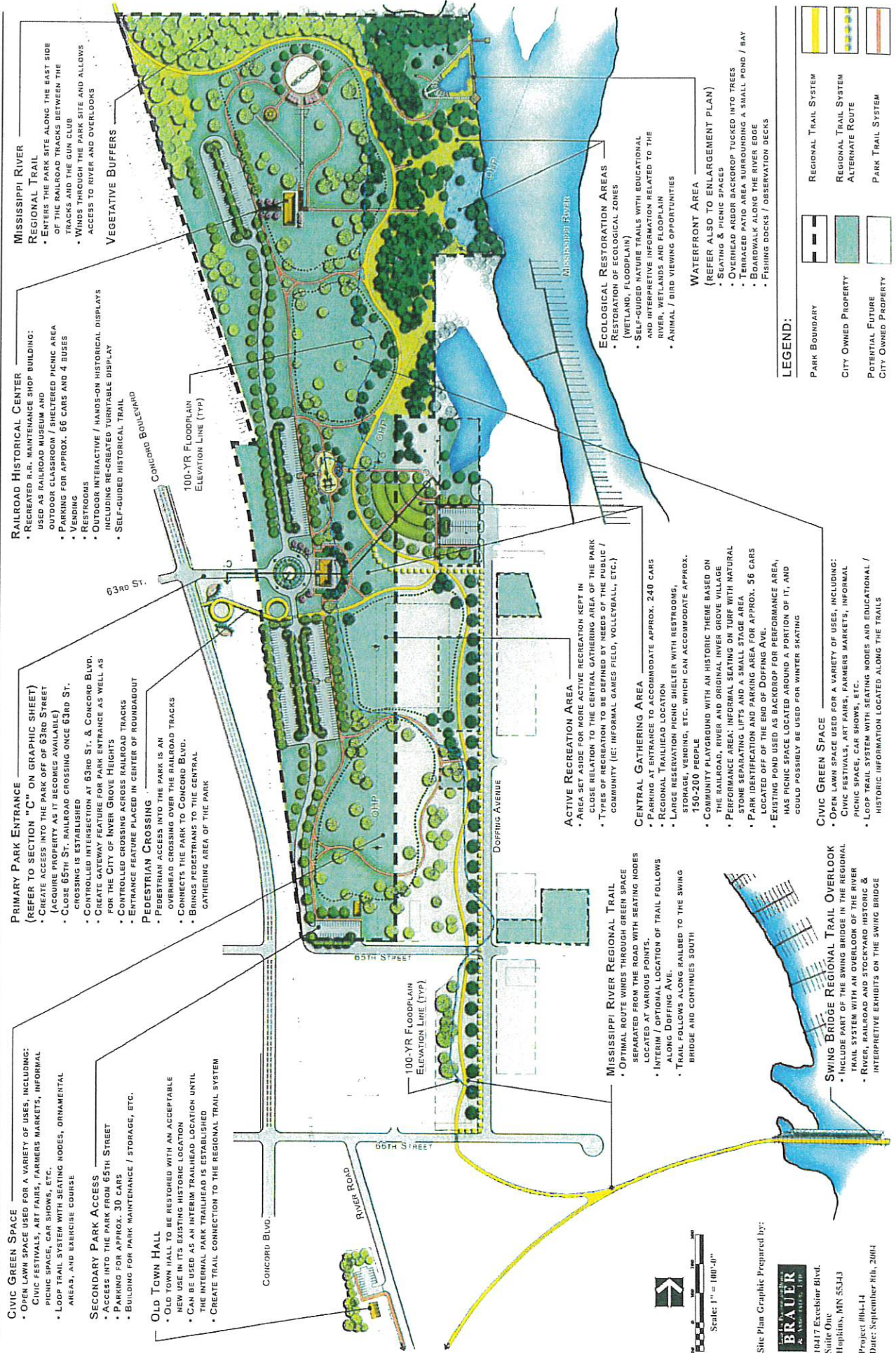
Nature Trail Policies

Park Hours 6 a.m. - 10 p.m.
Motorized Vehicles are Not Allowed
Dog Must be Leashed and Picked Up After
All Laws and Ordinances are Strictly Enforced



HERITAGE VILLAGE PARK ON THE MISSISSIPPI MASTER PLAN

CITY OF INVER GROVE HEIGHTS PARKS & RECREATION



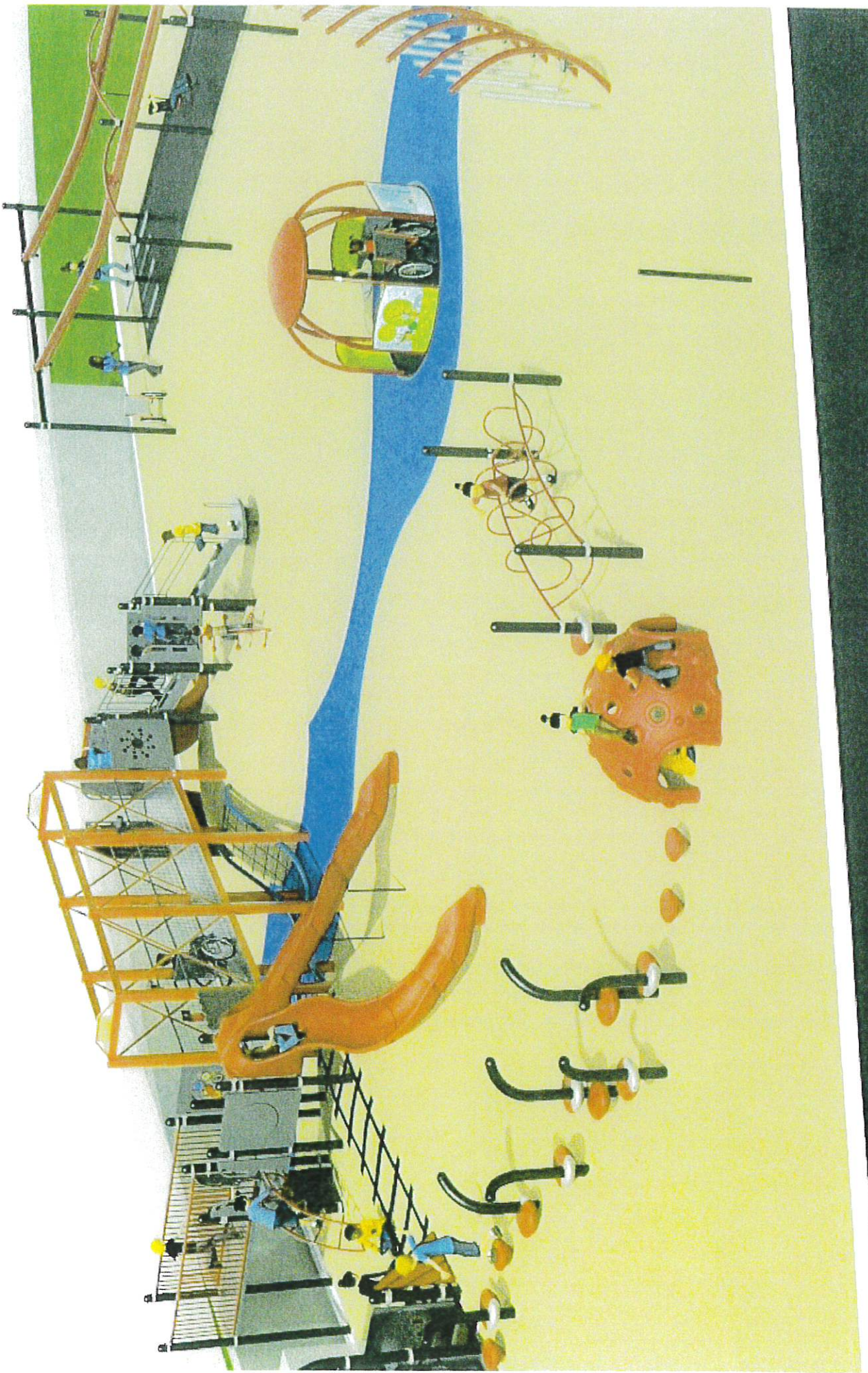
Site Plan Graphic Prepared by:

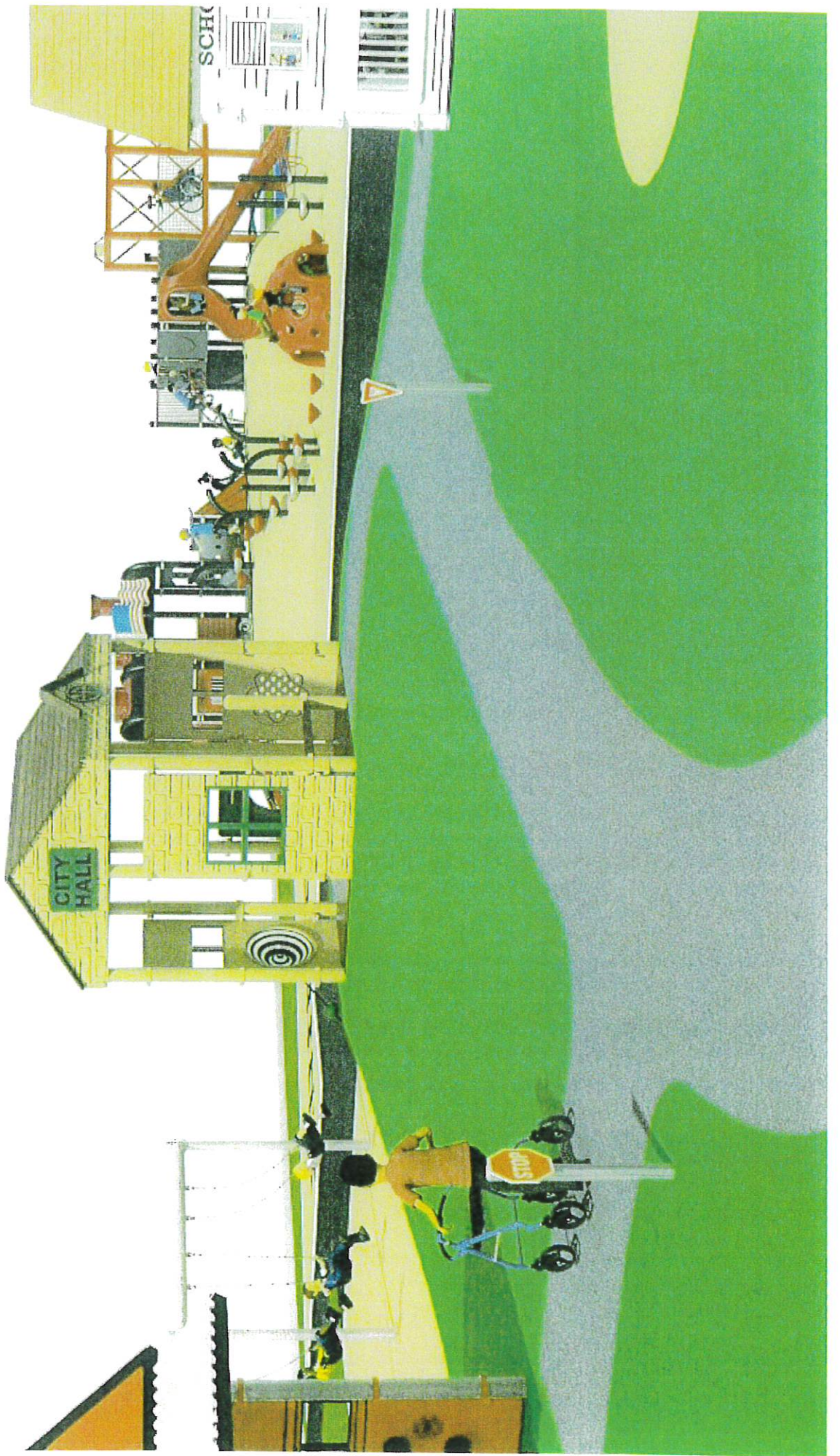
BRAUER
& ASSOCIATES, INC.

10417 Excelsior Blvd.
Suite One
Hopkins, MN 55343

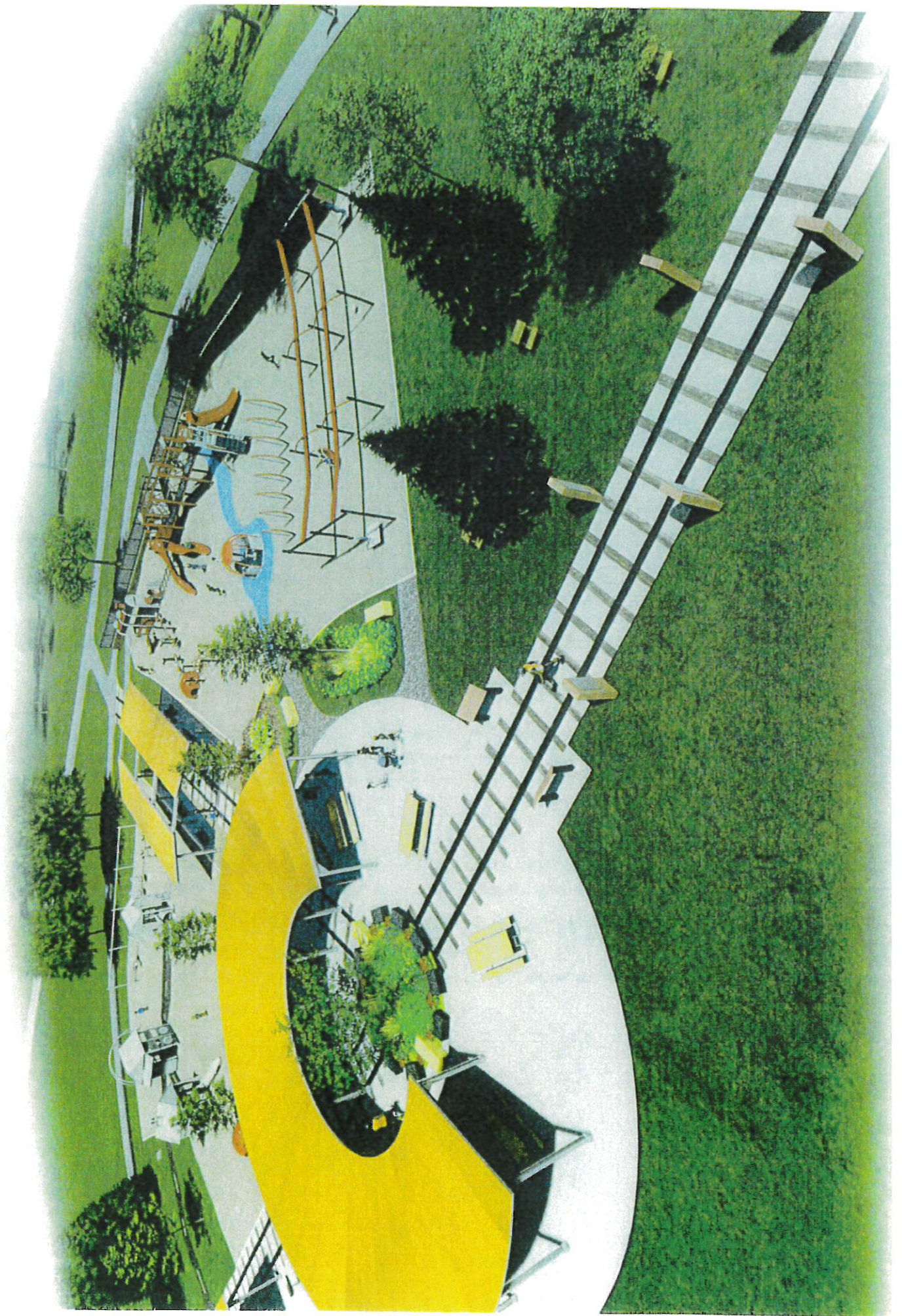
Project #04-14
Date: September 8th, 2004

RENDERINGS OF FUTURE PHASES

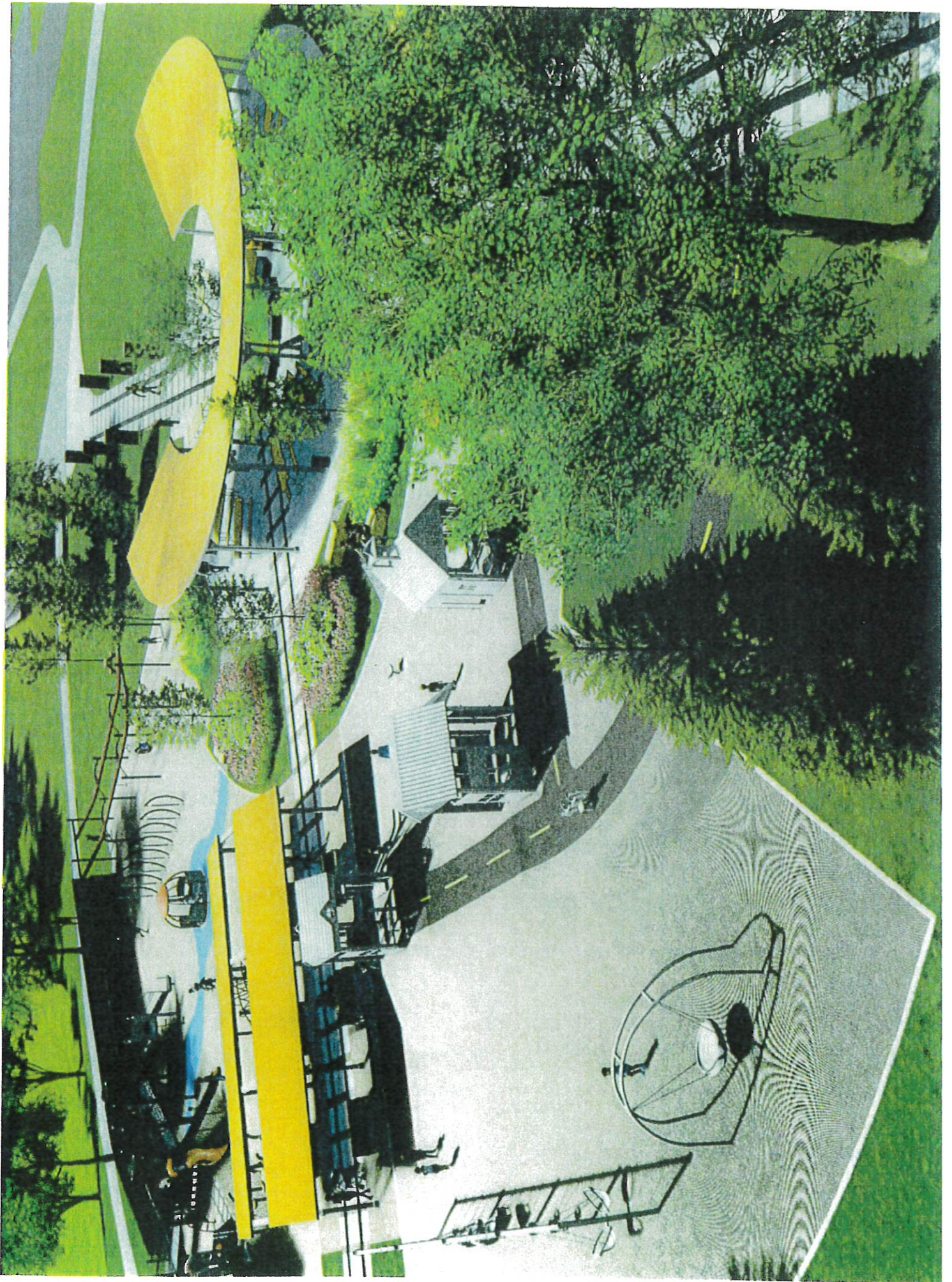












ENGINEERS ESTIMATE

Bidder:

Address:

City, State, Zip:

Telephone No.:

Fax No.:

SECTION 0500
PROPOSAL FORM - PHASE 3 SITE IMPROVEMENTS
HERITAGE VILLAGE PARK
CITY OF INVER GROVE HEIGHTS
WSB PROJECT NO. 016668-000

No.	Item	Units	Quantity	Unit Price	Total Price	UNIT PRICE	TOTAL PRICE
BASE BID SCHEDULE							
GENERAL EARTHWORK & UTILITIES							
1	2021 MOBILIZATION (5% MAXIMUM)	LUMP SUM	1	\$ _____	\$ _____	\$14,257.25	\$14,257.25
2	2104 REMOVE AND REPLACE PAVEMENT	SQ YD	30	\$ _____	\$ _____	\$50.00	\$1,500.00
3	2105 EARTHWORK / SUBGRADE PREPARATION	LUMP SUM	1	\$ _____	\$ _____	\$50,000.00	\$50,000.00
4	2563 TRAFFIC CONTROL/CONST SIGNAGE	LUMP SUM	1	\$ _____	\$ _____	\$2,000.00	\$2,000.00
UTILITIES & STORM WATER							
5	2502 DRAINTILE CLEANOUT	EACH	1	\$ _____	\$ _____	\$500.00	\$500.00
6	2502 4" NON-PERFORATED PVC PIPE	LIN FT	115	\$ _____	\$ _____	\$22.00	\$2,530.00
7	2506 NYLOPLAST STRUCTURE	EACH	1	\$ _____	\$ _____	\$2,500.00	\$2,500.00
8	2506 CONNECT TO EXISTING CB	LUMP SUM	1	\$ _____	\$ _____	\$1,000.00	\$1,000.00
9	2545 ELECTRICAL CONDUIT	LIN FT	50	\$ _____	\$ _____	\$7.00	\$350.00
SITE PAVEMENTS							
10	2521 6" STANDARD CONCRETE PAVEMENT	SQ FT	500	\$ _____	\$ _____	\$8.00	\$4,000.00
11	2521 6" REINFORCED CONCRETE PAVEMENT	SQ FT	92	\$ _____	\$ _____	\$10.00	\$920.00
12	2521 6" CONCRETE PAVEMENT (SPECIAL 1)	SQ FT	980	\$ _____	\$ _____	\$20.00	\$19,600.00
13	2521 6" CONCRETE PAVEMENT (SPECIAL 1-MODIFIED)	SQ FT	770	\$ _____	\$ _____	\$15.00	\$11,550.00
14	2521 6" CONCRETE PAVEMENT (SPECIAL 2)	SQ FT	990	\$ _____	\$ _____	\$20.00	\$19,800.00
15	2531 CONCRETE MAINTENANCE STRIP	LIN FT	120	\$ _____	\$ _____	\$25.00	\$3,000.00
16	2411 BIG BLOCK RETAINING WALL	SQ FT	900	\$ _____	\$ _____	\$80.00	\$72,000.00
17	2411 CONCRETE COLUMN FOOTINGS	EACH	8	\$ _____	\$ _____	\$2,500.00	\$20,000.00

No.		Item	Units	Quantity	Unit Price	Total Price	UNIT PRICE	TOTAL PRICE
SITE AMENITIES								
18	2540	BENCHES (6')	EACH	12	\$ _____	\$ _____	\$2,200.00	\$26,400.00
19	2540	TRASH RECEPTACLE	EACH	2	\$ _____	\$ _____	\$2,400.00	\$4,800.00
20	2540	RECYCLING RECEPTACLE	EACH	2	\$ _____	\$ _____	\$2,400.00	\$4,800.00
21	2540	BIKE RACK	EACH	2	\$ _____	\$ _____	\$1,500.00	\$3,000.00
22	2557	ORNAMENTAL FENCE	LIN FT	110	\$ _____	\$ _____	\$150.00	\$16,500.00
23	2557	LASER CUT FENCE PANELS	EACH	4	\$ _____	\$ _____	\$1,000.00	\$4,000.00
24	2557	TEMPORARY CHAINLINK FENCE	LIN FT	7	\$ _____	\$ _____	\$35.00	\$245.00
EROSION CONTROL & LANDSCAPING								
25	2573	CONSTRUCTION ENTRANCE	EACH	1	\$ _____	\$ _____	\$2,500.00	\$2,500.00
26	2573	EROSION CONTROL FENCE/BIOROLL	LIN FT	1,000	\$ _____	\$ _____	\$3.00	\$3,000.00
27	2573	STORM DRAIN INLET PROTECTION	EACH	1	\$ _____	\$ _____	\$250.00	\$250.00
28	2575	HYDRAULIC STABILIZER MULCH (BFM)	ACRE	1.2	\$ _____	\$ _____	\$4,000.00	\$4,800.00
29	2575	TYPE 1 PERMANENT TURF SEED	ACRE	1.2	\$ _____	\$ _____	\$3,000.00	\$3,600.00
TOTAL BASE BID SCHEDULE: \$ _____								\$299,402.25

ALTERNATE BID SCHEDULE

A1.1	2521	6" STANDARD CONCRETE PAVEMENT	SQ FT	75	\$ _____	\$ _____	\$8.00	\$600.00
A1.2	2531	6" X 12" CONCRETE PLAY CURB	LIN FT	470	\$ _____	\$ _____	\$25.00	\$11,750.00
A1.3	2511	LIMESTONE BLOCKS (2X9)	EACH	2	\$ _____	\$ _____	\$800.00	\$1,600.00
A1.4	2511	LIMESTONE BLOCKS (2X5)	EACH	6	\$ _____	\$ _____	\$800.00	\$4,800.00
A1.5	2511	LIMESTONE BLOCKS (2X3)	EACH	10	\$ _____	\$ _____	\$500.00	\$5,000.00
A1.2	2105	DEWATERING	LUMP SUM	1	\$ _____	\$ _____	\$3,000.00	\$3,000.00
A1.3	2105	ROCK EXCAVATION	CU YD	15	\$ _____	\$ _____	\$80.00	\$1,200.00
A1.5	2105	GEOTEXTILE FABRIC	SQ YD	150	\$ _____	\$ _____	\$3.00	\$450.00
A1.6	2575	WINTER RESTORATION	ACRE	1.20	\$ _____	\$ _____	\$4,000.00	\$4,800.00
TOTAL ALTERNATE BID SCHEDULE: \$ _____								\$33,200.00

GRAND TOTAL BID: \$ _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Proposal from WSB to Assist City with MN DNR Outdoor Recreation Grant for Heritage Village Park Phase IV Improvements

Meeting Date: November 23, 2020
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of proposal submitted by WSB to assist the city in writing a MN DNR Outdoor Recreation Grant for Heritage Village Park for a fee not to exceed \$15,000. Funding would come from the Park Operating Budget.

SUMMARY

The City of Inver Grove Heights is considering an application to the MN DNR Outdoor Recreation Grant - Great American Outdoors Act being made available through the Land and Water Conservation Fund. Our application would be centered around Heritage Village Park (HVP) which is a 65-acre passive park along the Mississippi River in Inver Grove Heights. The park is:

- Bordered on the west by the Great River Road (Concord St S/Blvd)
- Bordered on the east by the Mississippi River
- Is near Swing Bridge Park – a 17-acre park which features a 670-foot recreational pier in the Mississippi River
- The Mississippi River Regional Trail runs through the park, a 26-mile multipurpose trail managed by Dakota County running from St. Paul to Hastings
- The Mississippi River Trail a nationally recognized trail from the headwaters in Itasca State Park to the Gulf of Mexico

We have requested a letter of support from the Minnesota Mississippi River Parkway Commission (MN-MRPC). We would be trying to accomplish the following with a successful grant application:

- Inclusive playground
- Shelters
- Restroom facility

Staff would work with WSB on writing a grant request for the 2021 MN DNR Outdoor Recreation Grant in the amount of \$250,000 to help with future Phase IV improvements. The grant is due by the end of March 2021 and recipients are notified by the fall of 2021. Once the grant agreement is executed, we would have 2-years to complete any projects funded by the grant (anticipate fall of 2023). The grant requires a 1:1 non-state match. The Park and Recreation Commission is recommending approval.



November 12, 2020

Mr. Eric Carlson
Parks and Recreation Director
City of Inver Grove Heights
8055 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal to Assist with Preparation of Outdoor Recreation Grant Program Application -
Heritage Village Park Improvements

Dear Mr. Carlson:

This letter serves as a proposal for services to assist the City of Inver Grove Heights with preparation of an Outdoor Recreation Grant Program Application for improvements to Heritage Village Park in the City of Inver Grove Heights.

Park History and Project Understanding

Heritage Village Park is located along the Mississippi River in the City of Inver Grove Heights. The site of Heritage Village Park has a long history and was the original town site of Inver Grove Heights. The park site also was a former railroad yard that included a railroad line that crossed the Mississippi River along the Rock Island Swing Bridge. An initial park master plan for the 63-acre site was prepared in 2004. This initial master plan has gone through several revisions over the years and was recently updated by the City with assistance from WSB in 2019.

The initial 2004 park master plan led to a variety of park improvements that are currently in place including refurbishment of the Rock Island Swing Bridge site as a trailhead for the Mississippi River Regional Trail that extends through the entire length of the park. Other park improvements that have been previously made include establishment of a 14-acre protected prairie on the north end of the site, a 9-acre dog park that parallels the Mississippi River Regional Trail with related parking, various loop trails that connect to the Regional Trail and portions of the eastern parking lot to serve the future park improvements. MPCA has previously approved soil remediation on areas of the current western portions of the park site that range from 2-4 feet of clean fill.

The next phase of construction, which will be proposed as part of the upcoming Outdoor Recreation Grant Program Application, includes an inclusive playground themed for the local history with a picnic shelter and restroom building, as funding allows. The playground area has been remediated with up to 7 feet of clean fill. A 2018 Geotechnical Report has also been conducted which included soil borings and a review of site geology and soil and groundwater conditions. In 2019 a Response Action Plan was also prepared to address construction protocols for future construction.

Key Provisions of the Outdoor Recreation Grant Program

The Outdoor Recreation Grant Program is administered by the MnDNR using federal funds through the Land and Water Conservation Fund (LAWCON). The maximum award under this program is \$250,000 and a minimum local match of 50 percent is required. Every LAWCON grant recipient agrees to several requirements set by the National Park Service, the federal agency responsible for administering the grant program. The chief requirements are to post a

funding acknowledgement sign at the park entrance, maintain and operate the facility to be safe and to invite public use, and to retain the lands solely for outdoor recreation in perpetuity.

The retention requirement is the cornerstone of the LAWCON Act. Congress intended this investment of public funds to be permanent. Section 6(f) of the Act requires all funded lands to be retained and used solely for outdoor recreation in perpetuity. Any conversion of these lands to uses other than outdoor recreation must be approved by the National Park Service (NPS). The Park Service will only consider approval if all alternatives to the conversion have been evaluated and rejected on a sound basis. If approved, the grant recipient must acquire replacement lands of at least equal fair market value and recreational usefulness.

Scope of Services

WSB will complete the tasks listed below to prepare content and assist the City with submitting the 2021 Outdoor Recreation Grant Program Application.

1. Project Management, Coordination and Quality Control/Quality Assurance

Task 1 will involve overall project management, including coordination with the client, progress reports, billing and quality control/quality assurance to ensure the final deliverables meet required standards.

2. Application Summary

Task 2 will involve providing basic applicant and project background information along with the total project cost, the grant request and match amount.

3. Project Relation to SCORP

Task 3 will answer questions that provide background regarding how the proposed project is consistent with the Statewide Comprehensive Outdoor Recreation Plan (SCORP).

4. Cost Breakdown

Task 4 will utilize previously prepared WSB project cost information to provide an itemized breakdown of costs for proposed park improvements to be funded by the grant.

5. Project Site Evaluation

Task 5 will document existing land use and environmental characteristics of the project site. A letter will be sent to the State Historic Preservation Office (SHPO) requesting input on historic properties. A letter will also be sent to the MnDNR and U.S. Army Corps of Engineers (COE) to solicit input on public water bodies and wetlands and the potential need for a permit. As outlined in the grant guidance, the National Wetlands Inventory will be the basic reference for wetland determination on the site. Endangered species will be reviewed based on the Minnesota Natural Heritage Program/Nongame Wildlife Program database. A desktop review of other environmental and community resources identified in the grant application will also be conducted. Information obtained from this environmental review will be used to complete an Environmental Screening Form (ESF) that will identify the anticipated level of impact for each respective resource. Resources that will require further environmental review and analysis beyond the grant application review will also be flagged in the ESF. An existing 2018 geotechnical report and 2019 Response Action Plan will also be referred to and discussed as part of this task.

6. Community Involvement

Task 6 will include a summary of past community involvement efforts associated with the project site and current park improvements. A public information meeting will also be hosted by WSB staff sometime before the March application submittal date. This meeting will include poster board illustrations of the proposed project improvements, estimated project costs and a potential project schedule should grant funding be secured. This task will also address questions related to the planning process used to identify the project need and how the proposed project is expected to increase outdoor recreation participation.

7. Availability for Public Use

Task 7 will provide narrative addressing the proposed project's availability for public use and also any arrangements with schools, organizations, clubs or city programs for use of the facilities. It will be explained in this section that the City intends to continue its past practice of not charging fees for Heritage Village Park use after the project is constructed.

8. Statement of Accessibility

Task 8 will address accessibility of the project, including Americans with Disabilities Act (ADA) project elements.

9. Projected Operation and Maintenance Costs

Task 9 will outline ongoing operation and maintenance costs associated with the proposed improvements. WSB staff will coordinate with City staff to develop reasonable and defensible estimates for these costs.

10. Attachment A: Application Resolution

Task 10 will include WSB providing a required applicant resolution for the City's approval.

11. Attachment B: Location Map

Task 11 will include preparation of a project location map for inclusion in the application.

12. Attachment C: Recreational Site Plan

Task 12 will incorporate previously prepared recreational site plans of the project site prepared by WSB staff for the City.

13. Attachment D: Site Photos

Task 13 will include incorporation of site photos previously obtained by WSB for the project site into the grant application.

14. Attachment E: Project Plans

Task 14 will include incorporation of proposed park improvement plans into the grant application, including an inclusive playground themed for the local history with a picnic shelter and restroom building, as funding allows.

15. Attachment F: Appraisal Report

For Task 15, WSB will coordinate with a City designated appraiser (cost not included in this proposal) to address the application requirement of conducting an appraisal report. The appraisal report must be prepared by a general real property appraiser licensed in the State of Minnesota. The appraisal will establish the fair market value of the land together with improvements of a contributory value associated with the proposed project.

Next Steps and Timeline

The official solicitation for this grant is expected to be announced sometime in December so specific schedule dates are known at this time. Outlined below is a tentative schedule based on the most recent solicitation for this grant.

1. November 2020: City approves WSB proposal
2. December 2020: Grant solicitation announcement
3. End of February 2021: WSB provides draft application to City
4. Early March 2021: City staff reviews draft application and provides comments to WSB
5. Mid-March 2021: WSB revises content and provides final application to City for submittal
6. End of March 2021: City submits final application to MnDNR
7. June 2021: Awards announced
8. September-October 2021: Grant agreements are signed – project may begin
9. June 30, 2023: Grants expire – projects must be completed

Proposed Staff

Preparation of the grant application will be led by Scott Mareck as project manager. Scott has 28 years of transportation planning experience and has written a variety of national, state and local grant applications. Scott will be assisted by Joanne Cho (transportation planner), Candace Amberg (landscape architect), Alison Harwood (environmental scientist), Madison Rogers (water resource scientist) and Jack Corkle (quality review).

Proposed Fee

WSB proposes to assist the City with completion of the Outdoor Recreation Grant Application for Heritage Village Park Improvements for a fee not to exceed \$12,826. The attached table provides a breakdown of these costs.

This letter represents our entire understanding of the project scope. If the City of Inver Grove Heights is in agreement, the necessary contract documents can be provided and signed. WSB will start work upon receipt of a signed contract. If you have any questions about this proposal or would like to discuss any revisions, please feel free to contact Scott Mareck at 320.534.5948 or at smareck@wsbeng.com.

Sincerely,

WSB



Scott M. Mareck, AICP
Project Manager

Attachments: Cost proposal

City of Inver Grove Heights
Outdoor Recreation Grant Program Application
Heritage Park Improvement Project
Detailed Cost Breakdown of Tasks

wsb

Task	Description	Principal	Project Manager	Planner	Landscape Architect	Environmental Scientist	Water Resource Scientist	GIS/Graphics	Total Hours	Cost
1.0	Project Management, Coordination, QA/QC	2	7						9	\$ 1,622.00
2.0	Grant Application Item 1: Application Summary				1				1	\$ 151.00
3.0	Project Relation to SCORP									
3.1	Does the project connect people to the outdoors?				3				3	\$ 453.00
3.2	Does the project acquire land and/or create opportunities?				3				3	\$ 453.00
3.3	Does the project take care of what we have?				3				3	\$ 453.00
3.4	Additional Non-SCORP Components				2				2	\$ 302.00
4.0	Cost Breakdown				1				1	\$ 151.00
5.0	Project Site Evaluation									
5.1	Present Land Use			3					3	\$ 276.00
5.2	Environmental Intrusions			3	1				4	\$ 427.00
5.3	Fish and Wildlife			3		3			6	\$ 747.00
5.4	Vegetation			3	1				4	\$ 427.00
5.5	Water Resources			1		3	3		7	\$ 920.00
5.6	Geologic and Physiographic Features			1		3			4	\$ 563.00
5.7	Air Quality/Noise			3					3	\$ 276.00
5.8	Archeology/Ground Disturbances			3					3	\$ 276.00
5.9	Historic Structures			3					3	\$ 276.00
5.10	Environmental Screening Form (ESF) Table			7	2	2			11	\$ 1,260.00
6.0	Community Involvement									
6.1	Prepare for and host public information meeting		4	4	6			6	20	\$ 2,568.00
6.2	Document past efforts				1				1	\$ 151.00
7.0	Availability for Public Use				1				1	\$ 151.00
8.0	Statement of Accessibility				1				1	\$ 151.00
9.0	Projected Operation and Maintenance Costs				1				1	\$ 151.00
10.0	Attachment A: Applicant Resolution				1				1	\$ 151.00
11.0	Attachment B: Location Map							2	2	\$ 194.00
12.0	Attachment C: Recreational Site Plan			1					1	\$ 92.00
13.0	Attachment D: Site Photos			1					1	\$ 92.00
14.0	Attachment E: Project Plans			1					1	\$ 92.00
15.0	Attachment F: Appraisal Report by Minnesota Licensed Appraiser (City will handle)									
Total Hours		2	11	37	28	11	3	8	100	
2021 Hourly Costs		\$188.00	\$178.00	\$92.00	\$151.00	\$157.00	\$119.00	\$97.00		
Fee		\$376.00	\$1,958.00	\$3,404.00	\$4,228.00	\$1,727.00	\$357.00	\$776.00		\$12,826.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Proposal from Jim Roe Museum Planning for Heritage Village Park Historical Interpretation Planning

Meeting Date: November 23, 2020
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approving a proposal from Jim Roe Museum Planning in an amount not to exceed \$10,000 to assist the City in developing a historical interpretation plan for Heritage Village Park. Funding would come from the Park Operating Budget.

SUMMARY

For nearly 20 years, the City of Inver Grove Heights has been working to enhance the Concord Boulevard neighborhood by creating a 65-acre community sized park that has become known as Heritage Village Park. As a part of the process the City has acquired over 40 properties along Doffing Ave. that will either be used as a part of the park or help reduce the City's response to river flooding. In 2004, the City created the first master plan for Heritage Village Park envisioning that the park would provide passive recreation for park users, give the city an opportunity to provide residents with historical interpretation through the display of artifacts/memorabilia and become a catalyst for the private sector to consider redevelopment along Concord Blvd which will ultimately increase the city's tax base.

In March this year, the City Council adopted a 5-year strategic plan. Components of the strategic plan that support continued development of Heritage Village Park include:

Guiding Principles & Goals

- ✓ Culture and Recreation
- ✓ Embrace and Revitalize the River Front

Objectives & Strategies

- Focus on importance and connection to the Riverfront
- Promote our heritage through our parks, programs, natural areas, and history

Action Plans

- Culture and Recreation
 - ✓ Promote our heritage through our parks, programs, natural areas, and history
- Embrace and Revitalize the River Front
 - ✓ Focus on importance and connection to the Riverfront
 - ❖ Complete construction of Heritage Village Park Plan

It has been a priority in the development of Heritage Village Park to use the location to help provide historical education to park visitors. Using Mr. Roe's experience will help make this work thoughtful and meaningful to those that visit. The Park and Recreation Commission is recommending approval.



Jim Roe Museum Planning

651-249-6126

jroe@umn.edu

Jim Roe Museum Planning was founded in 2002 to help organizations develop places and venues where people can enjoy learning guided by their own interests, backgrounds, and motivations.

Jim consults for a range of organizations—from historic sites and museums to parks, nature centers, and other environmental-education facilities, science centers, and children's museums. Over the past 10 years, he has contributed to more than 50 major projects, providing him with a deep understanding of what attracts and engages audiences in exhibits, learning environments, and programs.

As an exhibits specialist, Jim has been working at the forefront of the field for more than 25 years. He completed his MA in American Studies at the University of Minnesota, with a focus on urban and architectural history. Pursuing a long-standing interest in public history, he joined the staff of the Minnesota Historical Society, where his work included researching, writing, and exhibit development. He later worked as an exhibit developer at the Science Museum of Minnesota and from 1998 to 2002 served as Director of Exhibits at Minnesota Children's Museum. At the James Ford Bell Museum of Natural History, he led the visitor-experience planning process from 2004 to 2009 for a proposed new museum and outdoor learning environment.

MUSEUMS AND SCIENCE CENTERS

SCIENTIFIC CENTER OF KUWAIT Salmiya, Kuwait

Museum master planning with the Center for Innovation in Informal STEM Learning, Arizona State University, 2017 – 2019

REGION FIVE CHILDREN'S MUSEUM Brainerd, MN

Start-up museum planning with Vergeront Museum Planning, 2018; Site Master Planning, 2020

CINCINNATI MUSEUM CENTER Cincinnati, OH

Exhibit planning with Science Museum of Minnesota, 2017 - 2019

UNIVERSITY OF NEBRASKA STATE MUSEUM Lincoln, NE

Exhibit master planning, 2016 - 2017

CONNER PRAIRIE INTERACTIVE HISTORY PARK Fishers, IN

Project development for Create.Connect, a National Science Foundation funded program for integrating STEM and history learning, with Science Museum of Minnesota, 2011 - 2016

CHILDREN'S MUSEUM OF SOUTHERN MINNESOTA Mankato, MN

Exhibit master planning with Vergeront Museum Planning, 2011 – 2013

HISTORY COLORADO, COLORADO HISTORICAL SOCIETY Denver, CO

Exhibit planning with Science Museum of Minnesota Exhibit Services, 2011– 2013



Conner Prairie Interactive History Park



Living West, History Colorado

PARKS AND VISITOR CENTERS

NATIONAL PARK SERVICE AND MISSISSIPPI PARK CONNECTION: MISSISSIPPI RIVER VISITOR CENTER, RIVER LEARNING CENTER

St. Paul, MN

Project planning and concept development,
2016 – 2017; Visitor Experience Framework, 2019-2020

MINNESOTA RIVER INTERPRETIVE PLAN, DAKOTA COUNTY PARKS

Eagan, MN

Visitor experience planning and concept development for the
Minnesota River Greenway with Ten x Ten Landscape Architects
2016 – 2017, 2019 – 2020

ST. ANTHONY FALLS HERITAGE BOARD, MINNESOTA HISTORICAL SOCIETY

Minneapolis, MN

Three strategic and interpretive planning projects with
Cincinnatus Inc. and HKGi
2009 – 2015

EASTMAN NATURE CENTER, THREE RIVERS PARKS DISTRICT

Dayton, MN

Exhibit and experience master planning with MSR Architects
2010 – 2012

TAMARACK NATURE CENTER, RAMSEY COUNTY PARKS AND RECREATION

White Bear Lake, MN

Strategic and interpretive master planning with HKGi
2006 – 2007

NATIONAL EAGLE CENTER

Wabasha, MN

Exhibit concept planning with KidZibits, LLC
2006 – 2007



Mississippi River Visitor Center
Science Museum of Minnesota



National Eagle Center

ENVIRONMENTAL EDUCATION ORGANIZATIONS

FARM AT THE ARB, MINNESOTA LANDSCAPE ARBORETUM, UNIVERSITY OF MINNESOTA

Chaska, MN

Planning for outdoor exhibits and learning environments
2018 – 2020

TASHJIAN BEE AND POLLINATOR DISCOVERY CENTER MINNESOTA LANDSCAPE ARBORETUM

Chaska, MN

Visitor experience consulting with MSR Architects
2014 – 2015

RAMSEY WASHINGTON METRO WATERSHED DISTRICT

Little Canada, MN

Project interpretive planning, Maplewood Mall watershed
2011 – 2012

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION

Minneapolis, MN

Interpretive master planning with KidZibits
2009 – 2011



Maplewood Mall
Barr Engineering

Planning for History at Heritage Village Park

City of Inver Grove Heights

Proposal for planning consultation submitted by:
Jim Roe Museum Planning 651-249-6126 jroe@umn.edu

October 14, 2020

PROJECT UNDERSTANDING

Since the early 2000s, the City of Inver Grove Heights has considered several plans and approaches for developing Heritage Village Park, the former site of the Inver Grove railroad terminal. Currently, the City is working with a design firm and is refining plans for a railroad-themed recreation and learning destination. At this point the City is interested in exploring ways to integrate local stories and historical features into the design of the park and consider the feasibility of including specific historic structures and artifacts in the new park experience.

EXPERIENCE

Jim Roe Museum Planning was founded in 2002 to help organizations develop places and venues where people enjoy a kind of learning guided by their own interests, backgrounds, and motivations. I consult for a range of organizations—from historic sites and museums to parks, nature centers, and other environmental education facilities, science centers, and children's museums. Over the past 10 years, I have contributed to more than 50 major projects, providing me with a deep understanding of what attracts and engages audiences in exhibits, learning environments, and programs. I am a proven collaborator, working extensively with architects, landscape architects, exhibit designers, and film and media producers.

As an exhibits specialist, I have been working at the forefront of the field for more than 25 years. I completed my MA in American Studies at the University of Minnesota, with a focus on urban and architectural history. Pursuing a long-standing interest in public history, I joined the staff of the Minnesota Historical Society, where my work included researching, writing, and exhibit development. I later worked as an exhibit developer at the Science Museum of Minnesota and from 1998 to 2002 served as Director of Exhibits at Minnesota Children's Museum. At the James Ford Bell Museum of Natural History, I led the visitor-experience planning process from 2004 to 2009 for a proposed new museum and outdoor learning environment.

Relevant Projects

Swing Bridge Park, Dakota County, research and writing for interpretive signage, Inver Grove Heights, MN, 2020.

Region Five Children's Museum, start-up museum planning with Vergeront Museum Planning, Brainerd, MN, 2018; facilitation for park master planning with City of Brainerd, 2020

Farm at the Arb, Minnesota Landscape Arboretum, University of Minnesota, planning and development of outdoor exhibits and learning environments, Chaska, MN, 2018 – 2020

River Learning Center, National Park Service and Mississippi Park Connection, visitor-experience planning for a proposed headquarters and program venue, St. Paul, MN, 2019 – 2020

Mississippi River Greenway, South St. Paul Stockyards, Dakota County Parks, interpretive development and writing with RSP Architects, South St. Paul, MN, 2017 – 2018

Minnesota River Greenway Cultural Resources Interpretive Plan, Dakota County Parks, visitor experience planning and concept development for the Minnesota River Greenway with Ten X Ten Landscape Architects, Eagan, MN, 2016 – 2017; 2019 – 2020

Conner Prairie Interactive History Park, project development for *Create.Connect*, a National Science Foundation funded program for integrating STEM and history learning, with Science Museum of Minnesota, Fishers, IN, 2009 – 2015

Children's Museum of Southern Minnesota, exhibit and facility master planning with Vergeront Museum Planning, Mankato, MN, 2011 – 2015

History Colorado, Colorado Historical Society, exhibit planning with Science Museum of Minnesota Exhibit Services, Denver, CO, 2011 – 2013

St. Anthony Falls Heritage Zone, St. Anthony Falls Heritage Board, strategic and interpretive planning with Cincinnatus and Hoisington Koegler Group, Minneapolis, MN, 2009

These are the areas in which I can be most helpful to this project:

- Finding ways to open up the area's history and culture in ways that engage all park and trail visitors
- Developing family learning settings and activities in outdoor settings
- Integrating interpretive and visitor-experience planning with park planning and design
- Writing, facilitation, and process documentation

PROPOSED WORK PLAN

Judging from the planning materials I've seen, this project appears to be in concept/schematic design, moving into design development. I am proposing a period of work that would straddle these early phases of design and provide an opportunity to integrate interpretation and learning into the design process—in effect, a chance for operational and visitor-experience planning to catch up with design of the physical environment. I am assuming that a planning group for the City has been, or could be, established to provide information, a sounding board for ideas, and access to decision makers. This process would require two to three meetings via video conference or in-person if the group is small and we can accommodate social distancing.

Concept Review and Refinement

- Review existing documents, meet with designers, read up on relevant history (8-10 hours)
- Describe potential audiences—who must this park serve to meet the project's vision and purpose? (1-2 hours)
- Identify planning concerns and facilitate decision-making; assess the adaptive reuse potential for historic structures (town hall and school house). (two meetings, prep and reporting, 10-12 hours)
- Describe a role for history in the park experience; suggest and evaluate various engagement methods for presentation (trail signs, artifacts, design themes, models, etc.) (15-20 hours)
- Provide guidance for design development; facilitate the integration of visitor experience objectives with the design process (two meetings and prep, 6-8 hours)
- Identify opportunities for interactive learning (history and nature) (4-6 hours)

INTEGRATED PHASES OF ARCHITECTURAL DESIGN AND VISITOR EXPERIENCE PLANNING

The following outline provides a view into the future, when development of interpretation and visitor experiences are integrated with architectural and landscape design. The tasks are sequenced under the conventional phases of architectural design and construction. These phases typically govern the process on projects such as this. Some of this work would be accomplished in meetings with City staff and the design team.

This outline is intended to provide an overview of a process moving forward and is not included in the scope and fees of this proposal.

I: Design Development

- Develop interpretive themes and identify stories. Themes describe what the place is about and hold the specific stories that engage visitors.
- Preliminary artifact and image selection. Some of these items may be considered for large-scale installations or as possible design elements.
- Develop concepts for interpretive settings: the specific locations where visitors will interact with artifacts and stories.

II: Detailed Design

- Final artifact and image selection
- Writing and graphic design
- Furniture design and mounts for graphics and artifacts

III: Construction Documents

- Bid packages for fabrication as needed
- Graphics production

IV: Construction and Installation

- Trail sign and artifact installation

FEES

Concept Review and Refinement Phase: Not to exceed \$6,960
(58 hours at \$120 per hour)

I do not anticipate any reimbursable expenses for this phase of work

TIMELINE

?

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request #5 (Final) to Dahn Construction – Heritage Village Park Phase II – City Project 2017-07

Meeting Date: November 23, 2020
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 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

The Council is asked to approve Pay Request #4 to Dahn Construction Inc in an amount of \$69,743.20. The project is funded by grants from the State of MN, Dakota County ELF Funds, and the Park Acquisition and Development Fund (Fund 402).

SUMMARY

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

The contract with Dahn Construction Inc. is as follows:

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

The overall project costs are as follows:

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

AIA Type Document
Application and Certification for Payment

Page 1 of 6

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

PROJECT: Heritage Village

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

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

ARCHITECT'S
PROJECT NO: City Project No. 1707

APPLICATION NO: 5
PERIOD TO: 11/30/2020

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

CONTRACT FOR: Park Development

CONTRACT DATE: 6/24/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,573,149.30

2. Net Change by Change Orders \$ -178,286.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,394,863.30

4. TOTAL COMPLETED AND STORED TO DATE \$ 1,394,863.30

5. RETAINAGE:

a. 0.00 % of Completed Work \$ 0.00

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,394,863.30
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 1,325,120.10

8. CURRENT PAYMENT DUE \$ 69,743.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 0.00

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

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

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

By: [Signature] Date: 11/10/2020

Mike Forsythe / Project Manager

State of: MN

County of: Dakota

Subscribed and Sworn to before me on 11/10/2020

Notary Public: [Signature] 2020

My Commission Expires: 1-31-2022

SUSAN E. STEVENS

NOTARY PUBLIC - MINNESOTA

MY COMMISSION EXPIRES ON 1-31-2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ **\$69,743.20**

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

ARCHITECT: [Signature] Date: 11/10/2020

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

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

36	2503	2" PVC IRRIGATION CONDUIT	LIN FT	80	\$	5.90	\$	472.00	\$	472.00	\$	-	\$	472.00	100%	\$	23.60
37	2506	RECONSTRUCT MANHOLE STRUCTURE	LUMP SUM	1	\$	1,445.00	\$	1,445.00	\$	1,445.00	\$	-	\$	1,445.00	100%	\$	72.25
38	2503	8" CONCRETE APRON	EACH	2	\$	1,356.00	\$	2,712.00	\$	2,712.00	\$	-	\$	2,712.00	100%	\$	135.60
39	2503	12" CONCRETE APRON	EACH	5	\$	1,531.00	\$	7,655.00	\$	7,655.00	\$	-	\$	7,655.00	100%	\$	382.75
40	2502	12" RC PIPE	LIN FT	344	\$	41.50	\$	14,276.00	\$	14,276.00	\$	-	\$	14,276.00	100%	\$	713.80
41	2502	8" HDPE PIPE	LIN FT	28	\$	30.00	\$	840.00	\$	840.00	\$	-	\$	840.00	100%	\$	42.00
42	2503	4" PVC SANITARY SEWER SERVICE/CLEANOUT	LIN FT	87	\$	34.00	\$	2,958.00	\$	2,958.00	\$	-	\$	2,958.00	100%	\$	147.90
43	2503	8" x 4" WYE/SANITARY SERVICE CONNECTION	EACH	1	\$	3,554.00	\$	3,554.00	\$	3,554.00	\$	-	\$	3,554.00	100%	\$	177.70
44	2502	4" PERFORATED HDPE PIPE	LIN FT	1,030	\$	8.25	\$	8,497.50	\$	8,497.50	\$	-	\$	8,497.50	100%	\$	424.88
45	2502	4" DRAINTILE CLEANOUT	EACH	4	\$	275.00	\$	1,100.00	\$	1,100.00	\$	-	\$	1,100.00	100%	\$	55.00
46	2506	OVERFLOW STRUCTURE	EACH	3	\$	3,299.00	\$	9,897.00	\$	9,897.00	\$	-	\$	9,897.00	100%	\$	494.85
47	2506	CONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	2	\$	2,345.00	\$	4,690.00	\$	4,690.00	\$	-	\$	4,690.00	100%	\$	234.50
48	2105	60 mil POLYETHYLENE LINER	SQ YD	1,600	\$	21.65	\$	34,640.00	\$	34,640.00	\$	-	\$	34,640.00	100%	\$	1,732.00
49	2506	SPLASH BLOCKS	EACH	2	\$	417.00	\$	834.00	\$	834.00	\$	-	\$	834.00	100%	\$	41.70
50	2545	ELECTRICAL SERVICE	LUMP SUM	1	\$	97,500.00	\$	97,500.00	\$	97,500.00	\$	-	\$	97,500.00	100%	\$	4,875.00
51	2545	LIGHT POLES, STEEL POLE WITH CONCRETE BASE	EACH	3	\$	8,700.00	\$	26,100.00	\$	26,100.00	\$	-	\$	26,100.00	100%	\$	1,305.00
EROSION CONTROL, RESTORATION, & LANDSCAPING																	
52	2573	STABILIZED CONSTRUCTION EXIT	EACH	2	\$	1,794.00	\$	3,588.00	\$	3,588.00	\$	-	\$	3,588.00	100%	\$	179.40
53	2573	EROSION CONTROL FENCE	LIN FT	4,500	\$	1.75	\$	7,875.00	\$	7,875.00	\$	-	\$	7,875.00	100%	\$	393.75
54	2573	BIOROLL	LIN FT	950	\$	1.65	\$	1,567.50	\$	1,567.50	\$	-	\$	1,567.50	100%	\$	78.38
55	2573	STORM DRAIN INLET PROTECTION	EACH	3	\$	440.00	\$	1,320.00	\$	1,320.00	\$	-	\$	1,320.00	100%	\$	66.00
56	2573	EC BLANKET CAT. 3N/25	SQ YD	1,300	\$	1.30	\$	1,690.00	\$	1,690.00	\$	-	\$	1,690.00	100%	\$	84.50
57	2571	DECIDUOUS TREE 6' B&B	EACH	2	\$	440.00	\$	880.00	\$	880.00	\$	-	\$	880.00	100%	\$	44.00
58	2571	DECIDUOUS TREE 25-GAL POTTED	EACH	7	\$	82.50	\$	577.50	\$	577.50	\$	-	\$	577.50	100%	\$	28.88
59	2575	HYDRAULIC STABILIZER MULCH (BFM)	ACRE	11.5	\$	3,738.00	\$	42,987.00	\$	42,987.00	\$	-	\$	42,987.00	100%	\$	2,149.35
60	2575	TYPE 1 TURF SEED	ACRE	8.2	\$	921.00	\$	7,552.20	\$	7,552.20	\$	-	\$	7,552.20	100%	\$	377.61
61	2575	TURF 2 NATIVE SEED	ACRE	3.3	\$	461.00	\$	1,521.30	\$	1,521.30	\$	-	\$	1,521.30	100%	\$	76.07
62	2575	TURF 3 BASIN SEED	ACRE	0.26	\$	1,030.00	\$	267.80	\$	267.80	\$	-	\$	267.80	100%	\$	13.39
ALTERNATE BID SCHEDULE																	
A1	2360	10' WIDE BIT TRAIL PAVEMENT (3.0") 2 LIFTS	SQ YD	1,200	\$	17.40	\$	20,880.00	\$	20,880.00	\$	-	\$	20,880.00	100%	\$	1,044.00
A2	2360	8' WIDE BIT TRAIL PAVEMENT (2.5") 1 LIFT: EXT	SQ YD	640	\$	18.20	\$	11,648.00	\$	11,648.00	\$	-	\$	11,648.00	100%	\$	582.40
A3	2211	CLASS 5 AGGREGATE BASE	TON	675	\$	16.10	\$	10,867.50	\$	10,867.50	\$	-	\$	10,867.50	100%	\$	543.38
A4	2105	GEOTEXTILE FABRIC TYPE V	SQ YD	1,600	\$	1.55	\$	2,480.00	\$	2,480.00	\$	-	\$	2,480.00	100%	\$	124.00
A5	2360	BITUMINOUS PARKING LOT PAVEMENT (4.0") 2 LIFTS	SQ YD	950	\$	24.60	\$	23,370.00	\$	23,370.00	\$	-	\$	23,370.00	100%	\$	1,168.50
A6	2521	B612 CONCRETE CURB & GUTTER	LIN FT	450	\$	26.00	\$	11,700.00	\$	11,700.00	\$	-	\$	11,700.00	100%	\$	585.00
A7	2582	PARKING LOT STRIPING	LUMP SUM	1	\$	880.00	\$	880.00	\$	880.00	\$	-	\$	880.00	100%	\$	44.00
A8	2502	12" RC PIPE	LIN FT	19	\$	42.00	\$	798.00	\$	798.00	\$	-	\$	798.00	100%	\$	39.90
A9	2503	4" PERFORATED HDPE PIPE	LIN FT	290	\$	8.50	\$	2,465.00	\$	2,465.00	\$	-	\$	2,465.00	100%	\$	123.25
A10	2506	4" DRAINTILE CLEANOUT	EACH	1	\$	274.00	\$	274.00	\$	274.00	\$	-	\$	274.00	100%	\$	13.70
A11	2503	CONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	1	\$	2,895.00	\$	2,895.00	\$	2,895.00	\$	-	\$	2,895.00	100%	\$	144.75
A12	2506	SPLASH BLOCKS	EACH	1	\$	418.00	\$	418.00	\$	418.00	\$	-	\$	418.00	100%	\$	20.90
A13	2545	LIGHT POLES, STEEL POLE WITH CONCRETE BASE	EACH	2	\$	8,700.00	\$	17,400.00	\$	17,400.00	\$	-	\$	17,400.00	100%	\$	870.00
A14	2105	DEWATERING	LUMP SUM	1	\$	5,250.00	\$	5,250.00	\$	5,250.00	\$	-	\$	5,250.00	100%	\$	262.50
														ORIGINAL CONTRACT VALUE: \$ 1,573,149.30			

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 23, 2020
 Item Type: Consent Agenda
 Contact:
 Prepared by: Joe Lynch, City Administrator
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Staff recommends that the City Council establish Saturday, December 5th from 9:00 a.m. to 12:00 Noon as the date and time for a Leadership Summit meeting with current Council, Council members elect and all department heads. The meeting would be held at the VMCC Community Room # 3. This is an opportunity for all three groups to meet and talk about our strategic plan, our major areas of focus and introduce our five (5) year plans to all.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Establishing Utility Rates for 2021

Meeting Date: November 23, 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:

PURPOSE/ACTION REQUESTED

Consider three separate resolutions establishing water, sanitary sewer, and storm water rates for 2021.

SUMMARY

The proposed rate increase for water follows the recommendation presented in the May 2016 rate study update that was prepared by Ehlers and Associates. The study recommended that the water rate be increased by 2.0 percent.

The proposed rate increase for sanitary sewer follows the recommendation presented in the May 2016 rate study update that was prepared by Ehlers and Associates. The study recommended that the sanitary sewer rate be increased by 3.5 percent.

I recommend that the storm water utility rates be increased by 5.0 percent. This rate increase moves toward the goal of having the City's storm water related costs be covered by user fees instead of property taxes.

I recommend passage of the three resolutions establishing utility rates for 2021, with water rates increasing by 2.0 percent, sanitary sewer rates increased by 3.5 percent, and storm water rates increasing by 5.0 percent.

SDT/kf

Attachment: Resolutions

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

RESOLUTION NO. _____

RESOLUTION ESTABLISHING WATER UTILITY RATES EFFECTIVE JANUARY 1, 2021

WHEREAS, Title 8, Chapter 2, Section 8-2-10A of the City Code states that the City Council shall determine water rates by resolution.

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

Water utility usage rates, commencing January 1, 2021 for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less	\$24.02 per quarter
6,001 – 20,000 gallons	\$2.78 per 1,000
20,001 – 40,000 gallons	\$3.21 per 1,000
40,001 and more gallons	\$3.47 per 1,000

The minimum charge per quarter shall be \$24.02

Multi-Family/Mobile Homes

The first 2,000 gallons or less	\$8.01 per unit/month
2,001 – 7,000 gallons	\$2.78 per 1,000
7,001 – 13,000 gallons	\$3.21 per 1,000
13,001 and more gallons	\$3.47 per 1,000

The minimum charge per unit per month shall be \$8.01

Commercial/Institutional/Industrial

The first 2,000 gallons or less	\$8.01 per month
2,001 – 7,000 gallons	\$2.78 per 1,000
7,001 – 13,000 gallons	\$3.21 per 1,000
13,001 and more gallons	\$3.47 per 1,000

The minimum charge per month shall be \$8.01

Special Senior Rates

0 – 6,000 gallons per quarter	\$11.78 per quarter
6,001 and more gallons	Same as applicable rate above

Adopted this 23rd day of November 2020 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

RESOLUTION ESTABLISHING SEWER UTILITY RATES EFFECTIVE JANUARY 1, 2021

WHEREAS, Title 8, Chapter 4, Section 8-4-6 of the City Code states that the City Council shall determine sewer rates by resolution.

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

Sewer utility usage rates outside the Northwest Area, commencing January 1, 2021, for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less	\$37.66 per quarter
All over 6,000 gallons	\$4.75 per 1,000 gallons

The minimum charge per quarter shall be \$37.66

Multi-Family/Mobile Homes

The first 2,000 gallons or less	\$12.53 per unit/per month
All over 2,000 gallons	\$4.75 per 1,000 gallons

The minimum charge per unit per month shall be \$12.53

Commercial/Institutional/Industrial

The first 2,000 gallons or less	\$12.53 per month
All over 2,000 gallons	\$4.75 per 1,000 gallons

The minimum charge per month shall be \$12.53

Sewer utility usage rates inside the Northwest Area, commencing January 1, 2021, for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less	\$49.66 per quarter
All over 6,000 gallons	\$6.75 per 1,000 gallons

The minimum charge per quarter shall be \$49.66

Multi-Family/Mobile Homes

The first 2,000 gallons or less	\$16.53 per unit/per month
All over 2,000 gallons	\$6.75 per 1,000 gallons

The minimum charge per unit per month shall be \$16.53

Commercial/Institutional/Industrial

The first 2,000 gallons or less	\$16.53 per month
All over 2,000 gallons	\$6.75 per 1,000 gallons

The minimum charge per month shall be \$16.53

Adopted this 23rd day of November 2020 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION ESTABLISHING STORM WATER UTILITY RATES EFFECTIVE JANUARY 1, 2021

RESOLUTION NO. _____

WHEREAS, Ordinance No. 1155, approved June 11, 2007, created a storm water utility; and

WHEREAS, Ordinance No. 1155 provided for the establishment and imposition of fees to pay the normal, reasonable, and current costs of constructing, operating, maintaining, and improving the storm water management system; and

WHEREAS, a fee schedule has been developed that considers the relative use of the storm water management system by different types of land uses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT: Monthly storm water utility rates, commencing January 1, 2021 are established as follows:

Storm Water Utility Group		Per Lot (L) or Acre (A)	Rural (Base Fee)	Urban (Base + Surcharge)	NWA Developed (Base + Surcharge)
			Monthly	Monthly	Monthly
Single-Family Residential	R-1A	L	\$ 1.54	\$ 4.49	\$ 13.47
	R-1B	L	0.99	2.88	8.65
	R-1C	L	0.85	2.12	6.42
	Estate (5 ac cap)	A	1.11	3.21	9.60
Multiple Family Residential	R-2 (Duplex/Twinhomes)	A	2.44	7.05	21.16
	R-3 (6+ units/ac)	A	2.88	8.35	25.03
	R-4 (Manufactured Home)	A	3.32	9.63	28.88
Other	Agricultural/Open Space (10 ac cap)	A	0.67 ⁽¹⁾	1.93	0.67(1)
	Business District	A	4.87	14.10	42.35
	General Business	A	6.43	18.60	55.81
	Shopping Center	A	5.54	16.03	48.12
	Industrial	A	4.65	13.46	40.43
Public/ Institutional	Schools/Churches/Other	A	2.88	8.35	25.03
	Golf Courses/Cemeteries/Parks	A	0.67 ⁽¹⁾	1.93	5.78
	City Facilities	A	4.87	14.10	42.35

⁽¹⁾The minimum annual fee per parcel is \$10.08.

These fees shall be included in the existing utility billing for parcels on City sewer or water, or they will be a new billing for parcels not on City sewer or water.

Adopted this 23rd day of November 2020 by the City Council of Inver Grove Heights, Minnesota

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Feasibility Report for City Project No. 2015-19 – Northwest Area (NWA) Robert Watershed Corridor

Meeting Date: November 23, 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: Fund 448 – NWA Stormwater

PURPOSE/ACTION REQUESTED

Consider Resolution Receiving Feasibility Report for City Project No. 2015-19 – Northwest Area (NWA) Robert Watershed Corridor.

SUMMARY

The 2004 Northwest Quadrant Hydrologic and Hydraulic Analysis is an underlying foundation document for development in the NWA. The results of that analysis determined that a Low Impact Development approach to stormwater management, utilizing a land-locked system, was viable. The City Project No. 2015-19 NWA Robert Watershed Corridor study was authorized by Council on November 23, 2015 and complete in March of 2017 by Wenck Associates, Inc (Wenck).

The NWA Robert Watershed Corridor feasibility report provides in-depth storm water analysis and preliminary design for the regional basins and emergency overflow conveyance routes between the regional basins. Preliminary design and feasibility level costs of these NWA improvements allow staff to work with developers early in the development process on design and budget. That study specifically identifies the regional basins where these emergency overflows would be needed, the elevation at which they would begin to operate, and an approximate route and type of conveyance feature (pipe or channel, and if pumping would be necessary). Council officially receiving the report memorializes the process as we incorporate the improvements into developments and City improvement projects.

I recommend approval of the resolution receiving the feasibility report for City Project No. 2015-19 – NWA Robert Watershed Corridor.

SWD/sd

Attachments: Resolution
Map
Feasibility Report

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

**RESOLUTION RECEIVING FEASIBILITY REPORT FOR CITY PROJECT NO. 2015-19 –
NORTHWEST AREA (NWA) ROBERT WATERSHED CORRIDOR**

RESOLUTION NO. _____

WHEREAS, Wenck Associates, Inc. has completed the feasibility report for City Project No. 2015-19 – NWA Robert Watershed corridor as authorized by on November 23, 2015, and

WHEREAS, staff has reviewed the feasibility report for completeness and recommends Council receive the report; and

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

1. The Feasibility Report dated March of 2017 for City Project No. 2015-19 – NWA Robert Watershed Corridor is hereby received by Council.
2. Funding for the work is provided from Fund 448 – Northwest Area, Stormwater.

Adopted by the City Council of Inver Grove Heights this 23rd day of November 2020

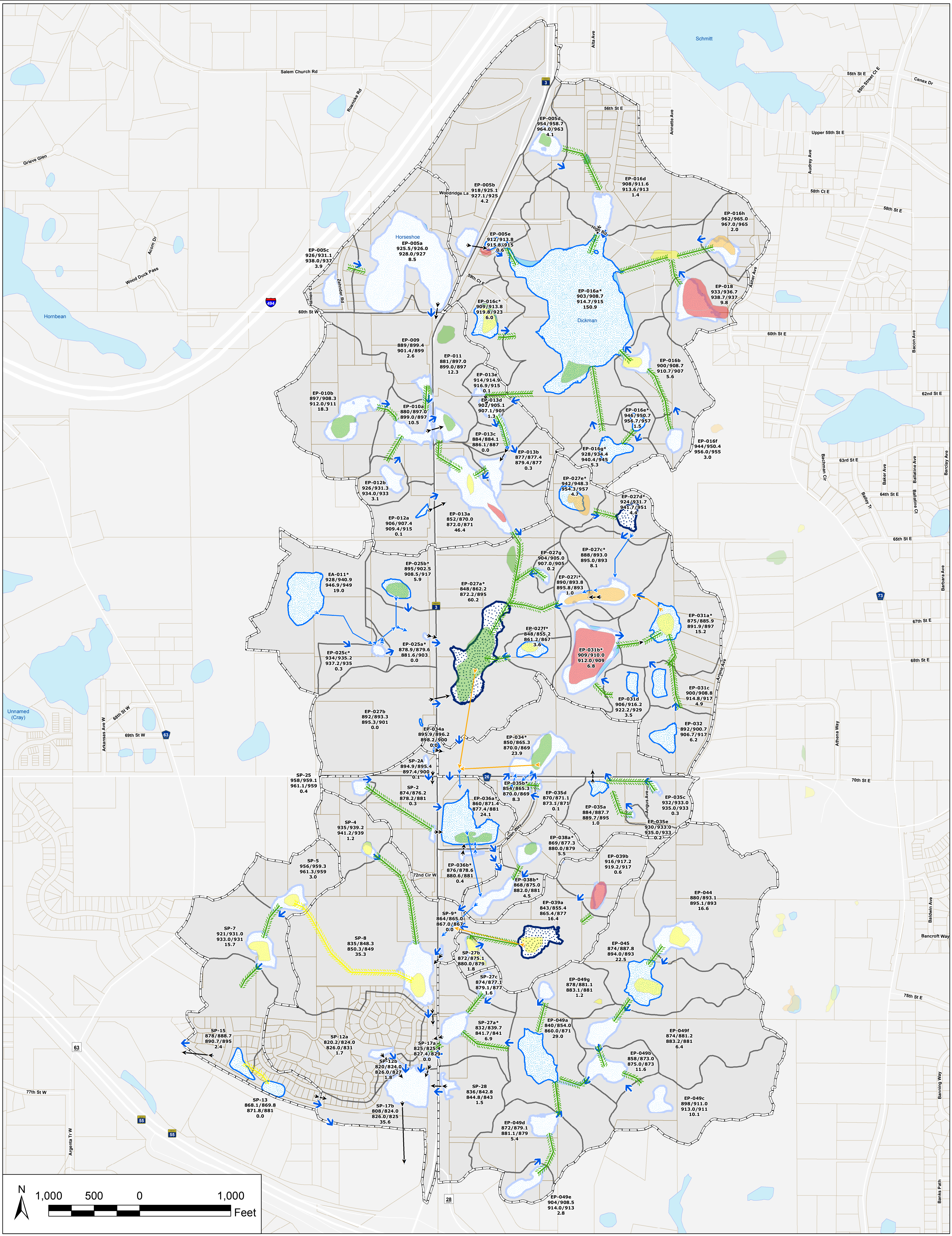
AYES:

NAYS:

ATTEST:

Rebecca Kiernan, City Clerk

George Tourville, Mayor



Legend

Parcels

Existing Waterbody

Watershed Boundaries

Subwatershed Boundaries

Catchment Flow Direction

Overflow

Existing Culvert

Overland Flow (low)

Overland Flow (high)

Proposed Pipe

Proposed Pump

Wetland Management Classification (per 6/26/14 NWA Regional Basin Map)

1 - Maintain 100yr HWL

2 - Maintain 100yr HWL +0.5

3 - No Requirements

4 - No Requirements

Proposed Basin by Overflow Category

Category 1

Category 2

Category 3

Roadways

Interstate Trunk Highway

U.S. Trunk Highway

Minnesota Trunk Highway

County Roads

Minor Streets

Subwatershed Key

*See Feasibility Design For Basin Detail

SP-12a

Basin Name

904.0/908.6

NWL/10-Day HWL

914.0/913.0

LFE/NOF

2.9

Maximum Storage Volume (AC-FT)

CITY OF INVER GROVE HEIGHTS

Robert Watershed Corridor Regional Basin Map

WENCK ASSOCIATES

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Roberts Watershed Corridor Feasibility Report



Prepared for:
City of Inver Grove Heights



8150 Barbara Ave
Inver Grove Heights
MN 55077



Prepared by:

WENCK
1800 Pioneer Creek Center
Maple Plain, MN 55359
Phone: 763-479-4200
Fax: 763-479-4242

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APPENDICES

A	Robert Watershed Corridor Regional Basin Map
B	Cost Estimates
C	Plan and Profiles

Acronyms

Acronyms

HSG	Hydraulic Soil Group
HWL	High Water Level
DEM	Digital Elevation Model
K _{sat}	Hydraulic Conductivity
LFE	Low Floor Elevation
LiDAR	Light Detection and Ranging
MSE	Midwest Southeast
NOF	Natural Overflow
NWA	Northwest Watershed Area
NWI	National Wetland Inventory
NWL	Normal Water Level
PCSWMM	Personal Computer StormWater Management Model
TRM	Turf Reinforcement Mat

Executive Summary

The Robert Watershed is located in the northwest portion of Inver Grove Heights and is within a larger area commonly called the Northwest Area (NWA). The watershed is mostly rural but is expected to develop into single family housing and commercial areas in the future. Currently, many of the natural basins are land-locked, so flooding and the conveyance of flood flows are concerns as the area develops. Therefore, the purpose of this study was to evaluate future conditions in the watershed and prepare preliminary designs for an overflow conveyance system to carry runoff out of the watershed.

Wenck created a proposed model to simulate future development throughout the study area. Updates to the existing model included changes to subwatershed boundaries, rainfall, land use, topography (basin stage-storage), percent impervious, soil parameters to account for compaction, and new developments in the southern portion of the watershed. The City provided Wenck with a technical memo that established guidelines for model input parameters and set-up ("Modeling Guidelines for City of Inver Grove Heights Northwest Area Hydrologic and Hydraulic Model").

Wenck executed the proposed model for three storm events: two "100-year" events and a back-to-back event. The two "100-year" events were the 1% annual chance rainfall (7.45 inches of rain in 24 hours) and the 10-day snowmelt (7.2 inches of runoff in 10 days). The back-to-back event was 14.9 inches of rain within 48 hours. Results from the three storm events were compared to determine the variation in high water level (HWL) between storm events. Comparing the two 100-year events, Wenck found that the 10-day snowmelt produced the highest water level in land-locked basins, while the 100-year rainfall produced the highest water level in basins with existing outlet pipes.

Once updated, Wenck used the proposed model to design the overflow conveyance network according to the *NWA Stormwater Manual*. The *NWA Stormwater Manual* reports three overflow conveyance categories based on the difference between the basin HWL and natural overflow (NOF). Following these categories, Wenck completed plan and profile drawings showing the emergency overflow type and route for 19 basins in the Robert Watershed. Cost estimates were also prepared to assist the City in future budgeting.

Proposed plans and profiles for the emergency overflow network are provided in Appendix B. The plan and profiles are considered preliminary and are expected to be adjusted as development occurs.

1.0 Objectives and Nomenclature

1.1 STUDY OBJECTIVES

The City of Inver Grove Heights (City) anticipates new development to occur within the Robert Watershed ("Study Area," Figure 1) over the next decade and beyond per the City's Comprehensive Plan. The watershed includes 82 basins, many of which are land-locked. Runoff volumes to the landlocked basins will increase as the Study Area develops, increasing the potential risk of flooding to nearby buildings and homes. To prevent future flooding, this study evaluated the future conditions and prepared preliminary designs for an emergency overflow network.

1.2 MODEL NOMENCLATURE

The NWA has been previously studied by the City using the Personal Computer StormWater Management Model (PCSWMM). PCSWMM is an urban drainage hydrology and hydraulics computer model and uses the US EPA's Storm Water Management Model (SWMM) to generate runoff that is routed simultaneously through pond, pipe and channel flow networks. The model is complex and accounts for detention in ponding areas, backwater conditions, surcharging of manholes, and backflow through pipes.

1.2.1 Original Model

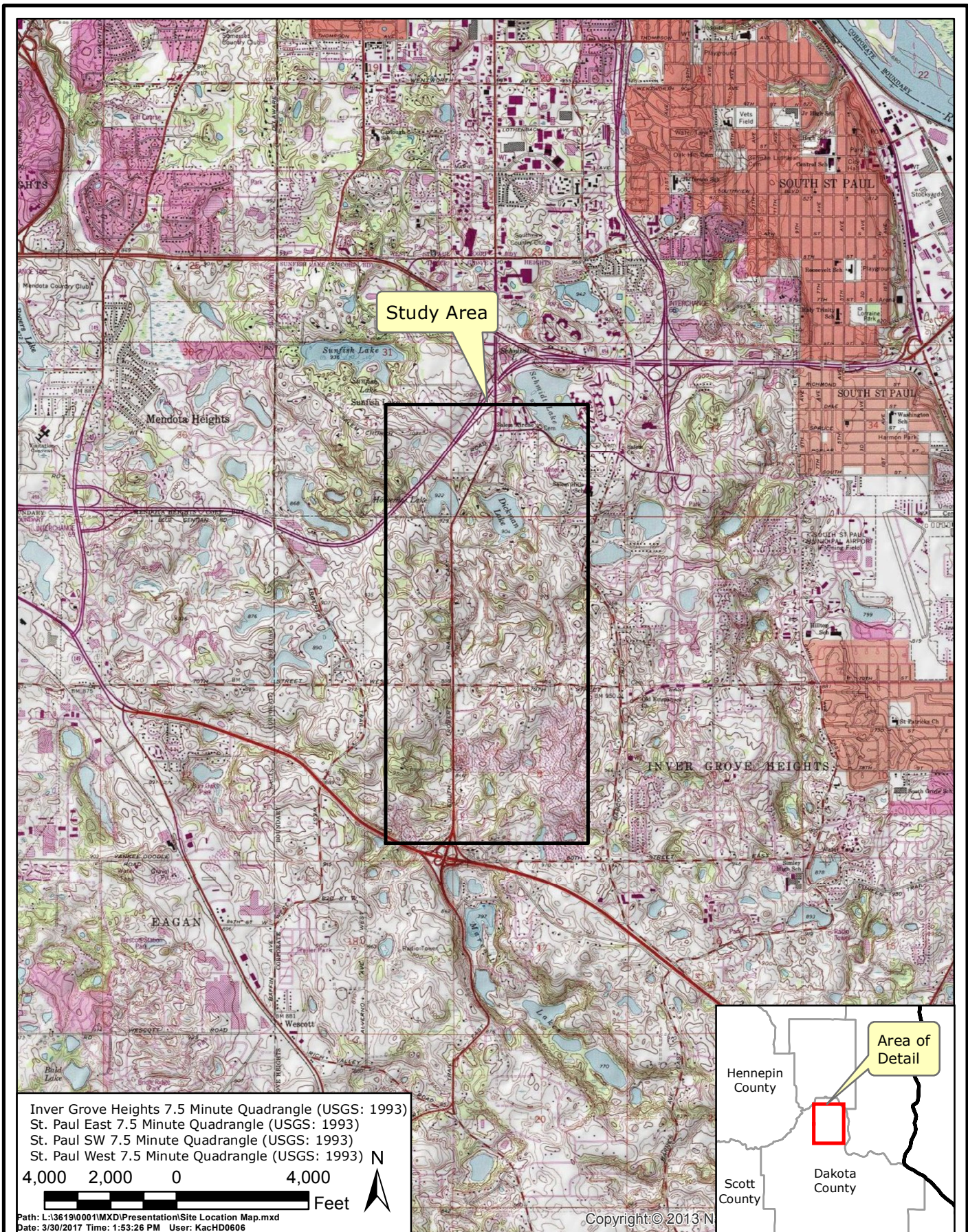
The PCSWMM model provided to Wenck for this study is considered the "original" model. This model did not include the full NWA nor the entire area draining to the Robert Watershed. Therefore, Wenck used the "original" model in order to create the "existing" and then the "proposed" PCSWMM models.

1.2.2 Existing Model

Wenck expanded the original model to include the entire study area (82 subwatersheds, the "Existing and Proposed Subwatersheds", Figure 2) and updated model input by adding subwatersheds; modifying subwatershed boundaries; verifying existing pipe locations; reviewing and modifying runoff infiltration parameters and percent impervious values; and adding the watershed outlet condition. Changes to the original model are described in more detail in Section 2.1.

1.2.3 Proposed Model

Wenck then modified the existing model to create the proposed model. Changes to the existing model included impervious cover, basin storage, soil infiltration parameters, depression storage, and basin seepage for developing areas. The preliminary emergency conveyance network design was then added to the proposed model. The network, however, doesn't actually convey flow because it is designed for catastrophic events greater than the 10-day snowmelt.



INVER GROVE HEIGHTS

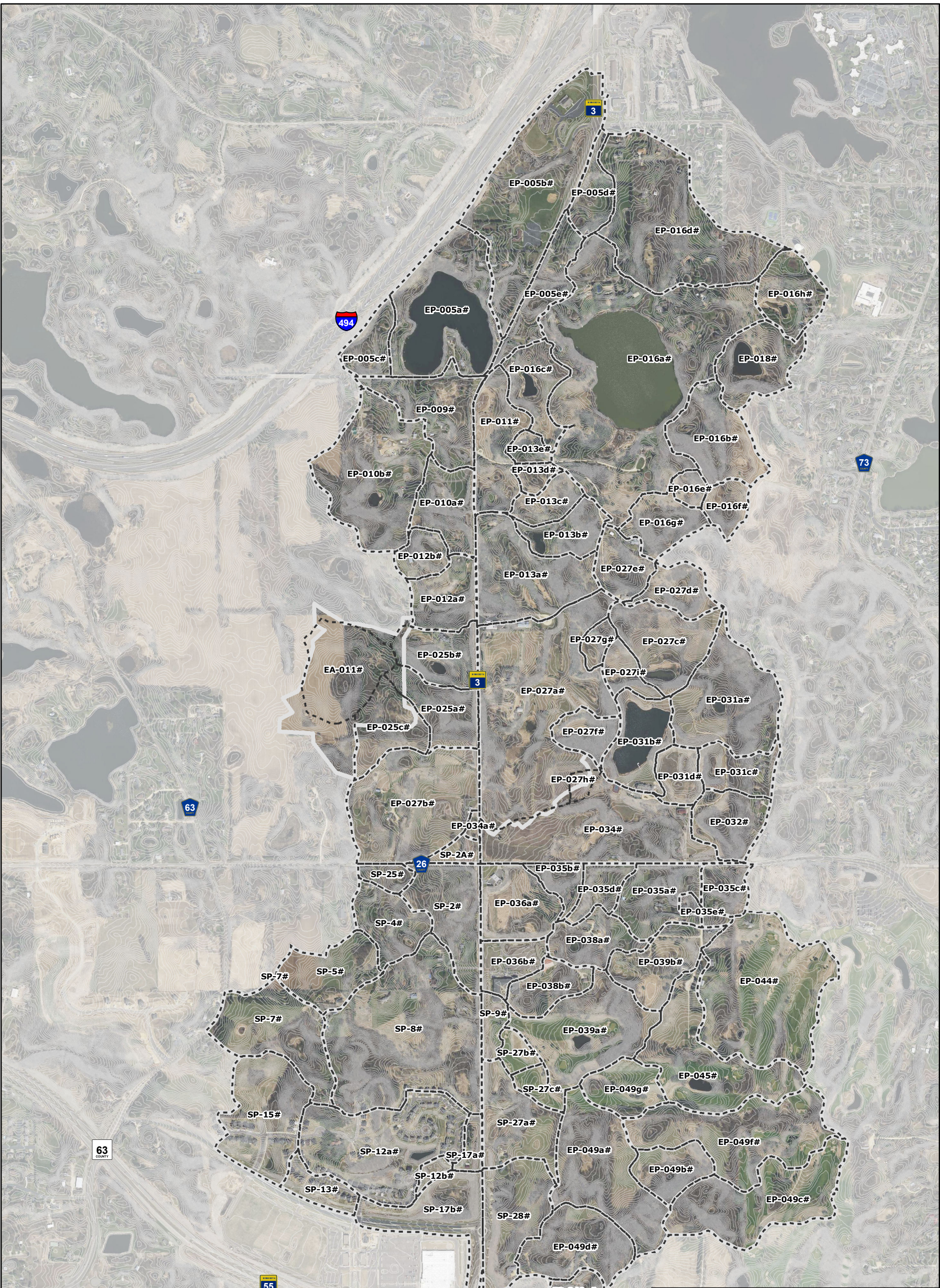
Site Location Map



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Figure 1



Legend

- Existing Subwatersheds
- Proposed Subwatersheds

2016 Aerial Photograph (Source: MN GEO)
1,000 500 0 1,000 Feet
Path: N:\GIS\3619\0001\MXD\Figure 3_Existing and Proposed Subwatersheds.mxd
Date: 4/3/2017 Time: 2:08:11 PM User: patm0648

2.0 Model Evaluation

2.1 EXISTING MODEL

2.1.1 Subwatershed Modifications

Subwatershed boundaries in the original model were based on the previously best-available data. Since that model was created the State of Minnesota and Dakota County used LiDAR to collect better topographic data. Wenck subsequently used 2011 LiDAR data from the Minnesota Geospatial Information Office (Figure 2) to update subwatershed boundaries.

Subwatershed boundaries were also revised based on recent pipe surveys provided by the City and the recent Target and Argenta Hills developments:

- ▲ The SP-17 subwatershed boundary was shifted to the north per City staff and now coincides with the south edge of the bituminous trail north of Target.
- ▲ Argenta Hills subwatershed boundaries were placed in the existing model consistent with the drainage area delineation performed for the Argenta Hills 9th Addition development.
- ▲ The subwatershed boundary for EP-034 was shifted to the east of Robert Trail. Two new subwatersheds (EP-034a and SP-2A) were created west of Robert Trail based on LiDAR and City survey information.

2.1.2 Existing Pipes

Wenck understood that pipes in the original model had been located and surveyed. For the existing model, Wenck added existing storm sewer pipes (culverts) based on field observations, LiDAR elevation data, and City survey data ("Existing Pipe", Figure 3).

Wenck drove the study area on December 5, 2015 to locate existing pipes within road right-of-way; visually map pipes; and hand-measure pipe diameters. Additional pipes were added to the existing model based on GIS files, HydroCAD reports, and proposed grading and drainage plans provided to Wenck by the City.

The City provided additional pipe data to Wenck in December 2016. The new pipe sizes and inverts were incorporated into the existing model for subwatersheds SP-2, SP-2A, EP-34a, EP-025A, EP-027B, and EP-011.

In reviewing aerial photos, Wenck identified a number of likely pipe locations on private property. Wenck understands that the City usually recommends a minimum 15" pipe size on private property, so the existing model uses 15-inch diameter corrugated metal pipes (CMP) with invert elevations estimated by LiDAR.

2.1.3 Percent Impervious

Wenck calculated the percent impervious for each subwatershed using a weighted average based on land use provided by the City. The land use data provided by the City was classified at the parcel level and was updated prior to the start of the study. Open water was superimposed over land use since parcel boundaries sometimes extend into the waterbody. Table 1 reports the land use classifications present in the study area and the percent impervious used for each land use. Percent impervious values were obtained from the City's modeling guidance memo.

Table 1. Percent impervious by land use for the Existing Model.

Land Use Type	Percent Impervious
Commercial	70
Low Density Residential	25
Neighborhood Commercial	70
Open Water	100
Private Open Space (Golf Courses)	5
Public (Buildings/Schools)	30
Public Open Space (Parks)	5
Right-of-Way	50
Rural Residential (Farmstead)	25
Vacant	5
Wetland	100

2.1.4 Runoff Infiltration Parameters

The original model was set-up to use the Green-Ampt method to predict the infiltration of runoff, and thereby, runoff volume. Three parameters within the Green-Ampt equation are saturated hydraulic conductivity (K_{sat}), suction head, and initial deficit. Wenck assigned the soil parameters per values listed in the City's modeling guidance memo (Table 2).

Table 2. Infiltration Parameter Values by Soil Type

Hydrologic Soil Group	Initial Soil Deficit	Suction Head (in)	Saturated Hydraulic Conductivity (in/hr)
A	0.332	2.40	0.45
A/B	0.263	4.33	0.30
B	0.217	6.69	0.15
C	0.154	8.66	0.10
D	0.129	10.63	0.05
C/D	0.129	10.63	0.05
B/D	0.129	10.63	0.05
Open Water	0	0	0

Wenck used the SSURGO soils database to determine hydrologic soil groups in each subwatershed. Data from the SSURGO soils database was intersected with existing subwatershed boundaries to calculate areas for hydrologic soil groups in each subwatershed. Infiltration parameters were calculated using a weighted average of hydrologic soil groups present in each subwatershed.

2.1.5 Depression Storage

Depression storage was calculated for impervious and pervious surfaces. For impervious surfaces, the City's modeling guidance memo recommends an impervious depression value of 0.05 inches for sloped surfaces and 0.1 for flat surfaces. Surfaces with slopes greater than 2% were considered sloped, while anything less than 2% was considered flat (Viesmann, 2003).

For pervious surfaces, the City's modeling guidance memo recommends using reference materials for calculate pervious depression storage. Therefore, Wenck used pervious depression storage values listed in Table 3 (Haan, 1994). Land use areas classified as 'Vacant Lots' were assigned a value of 0.4 inches, wetlands a value of 0.59 inches, and all other areas a value of 0.3 inches.

Table 3. Pervious Depression Storage

Land Cover	Depression Storage (in)
Lawn grass	0.3
Open Fields	0.4
Wetlands	0.59

2.1.6 Manning's n

Similar to other parameters, Wenck calculated a weighted-average Manning's n value for each subwatershed based on the City's land use data. The City's modeling guidance memo provided recommended Manning's n values for various land use classifications in the watershed (Table 4).

Table 4: Manning's n Values

Land use	Manning's n
Commercial	0.11
High Density Residential	0.15
Low Density Residential	0.3
Low-Medium Density Residential (LMDR)	0.25
LMDR/NWA Planned-Unit Development	0.25
Medium Density Residential	0.2
Mixed Use	0.2
Neighborhood Commercial	0.11
Open Water	0
Private / Industrial	0.11
Public Open Space	0.4
Retail Commercial	0.11
Right-of-Way	0.014
Wetlands	0.35

2.1.7 Starting Elevation or Normal Water Level (NWL)

The model starting elevation for basins was set using LiDAR and aerial imagery. For dry basins and water bodies where the edge of the water (normal water level) was at the lowest contour, the starting level was set at that elevation. If the edge of the water body was inside the lowest contour, the starting elevation was set one foot lower than the lowest contour elevation.

2.1.8 Robert Watershed Outlet

The furthest downstream subwatershed in the study area is SP-17b. Wenck understands this is a land-locked basin with a pumped outlet. If needed, the City will connect a Godwin CD150M portable pump to an existing forcemain, but the City has not yet had to deploy the pump. The pump “on” elevation was selected to be 824.0 in the model, which is the elevation where backflow occurs into the upstream Basin SP-12b. Using the pump curve provided by City staff (Figure 4), Wenck executed the existing model assuming the pump operated at 1,200 RPM.

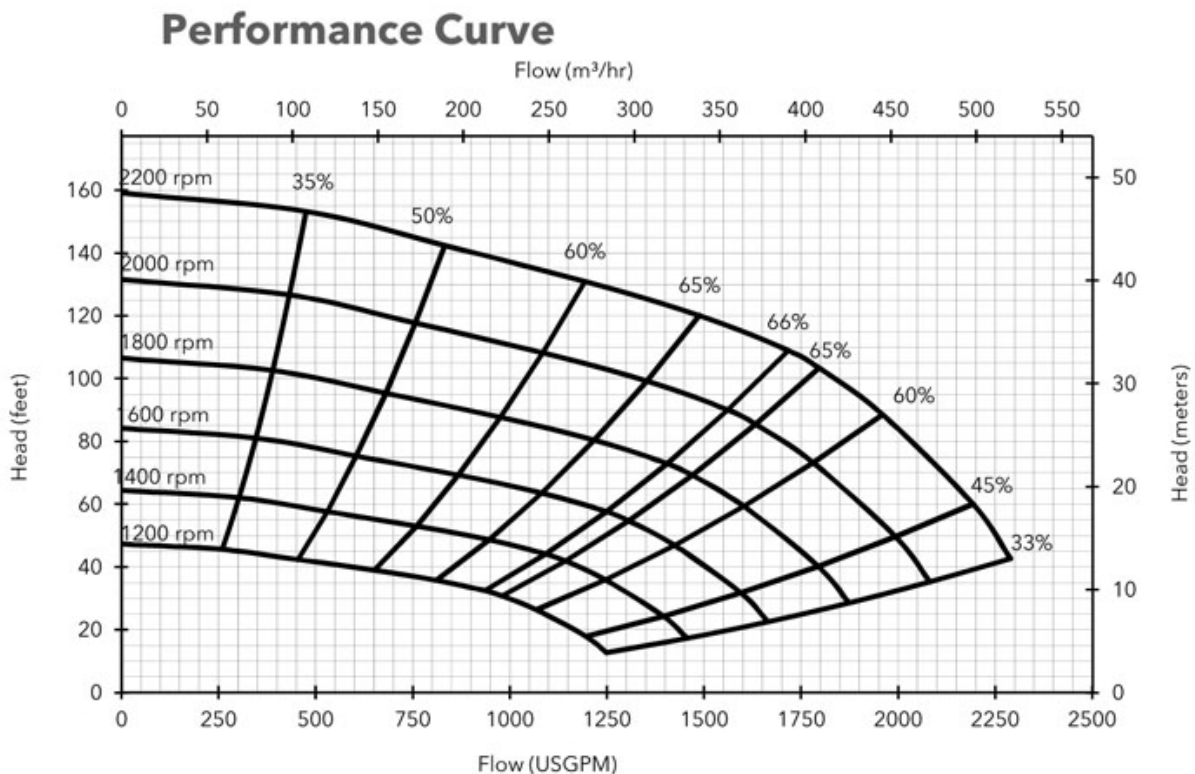


Figure 4: Pump curve for the Godwin CD 150M pump.

2.1.9 Precipitation Data and Storm Event

Wenck executed the existing model using precipitation data from Volume 8 of NOAA's Atlas 14. "Atlas 14," as it is commonly called, provides updated precipitation estimates for many of Midwestern states, including Minnesota. This document supersedes precipitation data reported in Technical Paper 40 due to a denser data network and a larger period of record,

improved data analysis, and new techniques for spatial interpolation and mapping. The original model had only been executed using the older Technical Paper 40 rainfall data.

Wenck executed the existing model using the five-year rainfall (3.48 inches in 24 hours) using the Midwest Southeast (MSE) 3 rainfall distribution. The five-year was chosen because it is used as part of the NWA volume control standard discussed in Section 2.2.3.

2.2 PROPOSED MODEL

Wenck created the proposed model to predict high water elevations caused by future development in the study area. Besides future land use classifications, Wenck included the Blackstone Ridge and Hannah Meadows developments in the proposed model. After updating model input parameters for future development, Wenck used the predicted high water elevations to establish the necessary emergency overflow network and low floor elevations based on the *Inver Grove Heights Stormwater Manual: Northwest Area*.

2.2.1 Subwatershed Modifications

Subwatershed boundaries were re-delineated based on recent development plans submitted to the City. Changes from the existing subwatersheds to the proposed subwatersheds included:

- ▲ EP-027a was re-delineated to include the area of EP-027h.
- ▲ The boundary between EP-027a and EP-034 was adjusted to reflect development in Hannah Meadows.
- ▲ EA-011 and EP-025c were re-delineated to match proposed development in Blackstone Ridge.

2.2.2 Percent Impervious

Future land use was determined from the parcel dataset provided by the City. Water bodies were superimposed on the future land use to remove known basin areas from the impervious calculation. Wenck obtained percent impervious values (Table 5) from the City's modeling guidance memo.

Table 5. Percent impervious by land use for 2020 conditions.

Land Use Type	Percent Impervious
Commercial	70
High Density Residential	65
Low Density Residential	25
Low Medium Density Residential	30
Medium Density Residential	35
Multi-Use	70
Neighborhood Commercial	70
Open Water	100
Private/Industrial	70
Public (Buildings/Schools)	30
Public Open Space (Parks/Golf Course)	5
Retail Commercial	70
Right-of-Way	50
Wetland	100

2.2.3 Volume Control

The NWA stormwater ordinance requires new developments to match or reduce the existing 5-year runoff volume. Therefore, volume reduction associated with future development was incorporated into the proposed model according to the City's modeling guidelines memo.

Following guidance from the City's modeling memo, Wenck executed the existing and proposed models for the 5-year storm event. We calculated the increase between proposed and existing runoff depth (in inches) and then added that amount to the proposed pervious depression storage in the 100-year and the back-to-back storm events. (Impervious depression storage remained the same as existing.) For the 10-day snowmelt, the impervious and pervious depression storage was set at 0.05 inches to reflect frozen or very low infiltration conditions.

Wenck conducted four iterations of adding the increase in runoff depth to the proposed pervious and/or impervious depression storage, but no iteration reduced the proposed runoff volume to the existing runoff volume or less. The best of the four iterations resulted in a proposed runoff volume generally within 5% of the existing runoff volume. Wenck reviewed the methodology and discrepancies with City staff. Since the percent difference is generally small and on the conservative side, City staff advised Wenck to proceed with the study given the approach described above.

2.2.4 Soil Properties

The proposed model uses the infiltration parameters listed in Table 2. However, the infiltration properties were modified to account for soil compaction due to development. USDA soil texture classes were reduced by one soil class in areas where development is expected. To comply with Inver Grove Height's City Ordinance 1148, Wenck applied the soil compaction to 80% of the net developable land in future development. The remaining 20% of land represents parks and open spaces, so the USDA soil class remained the same. The two were then combined into a weighted average for each subwatershed.

2.2.5 Basin Seepage

Basin seepage refers to the natural infiltration capacity of the regional and natural basins. Wenck applied basin seepage to basins in the 100-year and back-to-back storm events. Wenck assumed soils would be frozen or fully saturated in the 10-day snowmelt, so the basin seepage rate was set at 0 in/hr.

To determine basin seepage, Wenck followed the City's modeling guidance memo and values reported therein (Table 6).

Table 6: Basin Seepage Rates

Depth in Basin	Predominant Soil Group	Infiltration Rate (in / hr)
Lowland Elevations: Invert to 1 foot above NWL	N/A	0.07 in/hr
Upland Elevations: NWL + 1 ft and above	HSG A	0.5 in/hr
	HSG A/B	0.5 in/hr
	HSG B	0.3 in/hr
	HSG	0.07 in/hr

Wenck used a GIS routine to find the inundation areas of the normal water level (NWL), normal water level plus one foot (NWL+1), and the area from the NLW+1 to the basins flooding elevation. The outlet elevation was mapped using existing data and creating new data from the City's digital elevation model (DEM) to NWL surface area. A second elevation one foot above the NWL was processed using the same routine for mapping the NWL surface area. Since the routine produces an overlap between the NWL and NWL+1, the data needed additional processing to clip out the overlapping area leaving the exclusive NWL+1 area. The final layer analysis focused on extracting the area from the NLW+1 to the flood elevation of the basin. The same steps were used to determine the inundation area and to clip the overlapping areas. Area data for the three inundation areas was used to calculate the average conductivity (K_{SAT}) value for each basin.

2.2.6 Starting Elevations or NWL

Starting elevations for basins throughout the watershed remained the same as in the existing model.

2.2.7 Storm Events

Four storm events were simulated for the proposed model. Three of the four events used precipitation data from Volume 8 of NOAA's Atlas 14. The fourth event used the 10-day snowmelt value reported in the *Minnesota Hydrology Guide*.

1. 5-year, 24-hour event – 3.48 inches of precipitation was simulated using the Midwest Southeast (MSE) 3 rainfall distribution.
2. 100-year, 24-hour event – 7.45 inches of precipitation was simulated using the Midwest Southeast (MSE) 3 rainfall distribution.
3. Back-to-Back 48-hour event – 14.9 inches of rain over 48 hours using the MSE 3 rainfall distribution.
4. 10-Day Snowmelt event (100-year) – 7.2 inches of runoff over 10 days according to the *Minnesota Hydrology Guide*.

3.0 Results and Conveyance Network

3.1 MODEL RESULTS COMPARISON

Wenck executed the proposed model for the 100-year 24-hour, back-to-back 100-year, and 10-day snowmelt events. Results from each storm event were compared to see which storm generated the highest water levels in basins throughout the study area. The back-to-back 100-year rainfall produced the highest water levels, but after discussion with City staff, it would not be practical to manage and plan for this low probability event.

Therefore, Wenck compared the 100-year rainfall and 10-day snowmelt and found that each “governs” for approximately one-half of the basins. Further study of the results indicated that the 10-day snowmelt produces the highest water elevation for landlocked basins, while the 100-year rainfall governs for non-landlocked basins (basins with existing pipes).

Since the purpose of the study was to evaluate and protect future development surrounding landlocked basins, Wenck determined the low floor and overflow conveyance network based on HWLs generated from the 10-day snowmelt. The Regional Basin Map (Appendix A) was created to graphically display the data from the 10-day snowmelt. The map shows each basin’s NWL, 10-day snowmelt HWL, LFE, NOF, and maximum storage. It also identifies a basin’s management category, overflow requirements, and nearby wetland classifications.

3.2 NWA OVERFLOW AND CONVEYANCE REQUIREMENTS

The *NWA Stormwater Manual* establishes the design for outlets and conveyances of landlocked basins within the study area. Basins in the NWA are classified into three management categories based on the difference in elevation between the natural overflow (NOF) and high water level (HWL). Basin management categories are listed in Table 7 and Table 8 lists the low floor elevation (LFE) standards for each management category. Figure 5 is a flow chart for management categories.

Table 7: NWA Landlocked Basin Management Categories

Management Category	Definition*	Description	Type of Overflow Require
Category 1	0 ft < NOF – HWL < 6 ft	No additional infrastructure to be provided. Preserve existing NOF.	Existing Natural Overflow and Easement
Category 2	6 ft < NOF – HWL < 18 ft	To ensure limitation of property damages in the event of extreme flooding, an emergency back-up outlet will be constructed for basins in this category.	Drop inlet w/ 18-inch diameter pipe (minimum). Drop invert at 100-yr + 4 ft
Category 3	NOF – HWL > 18 ft	A contingency overflow and location must be identified and an easement must be provided along the potential drainageway.	Easement Corridor (with contingency for future gravity pipe or lift station)
* NOF = elevation a landlocked basin would overflow HWL = high water level (as provided by the City or updated by the applicant's modeling)			

Table 8: Low Floor Standards for Landlocked Basins

Management Category	Low Floor Standard
Category 1	LFE = Greater of 100-yr + 2 ft or NOF + 1 ft
Category 2	LFE = 100-yr + 6 ft
Category 3	LFE = 100-yr + 10 ft

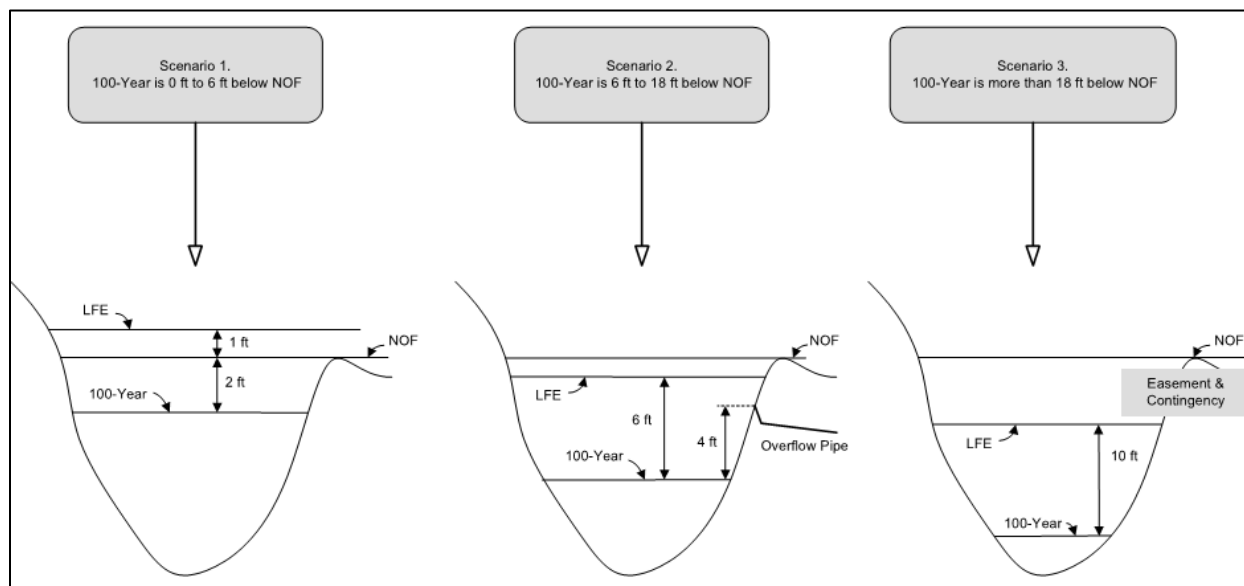


Figure 5: Overflow categories for land-locked basins. (Water Resources Management Plan, 2014)

3.3 COST ESTIMATES

Wenck estimated the cost to construct each of the overflow conveyances. The estimated costs include construction cost estimates plus a 38% contingency (10% construction and 28% legal, engineering, administration and finance). A detailed description and cost estimate for each overflow are presented in Section 3.6. All cost estimates assume that pipe tie rods and manhole grates/castings are included in the manhole and pipe unit costs. The detailed bid item tabulation for each cost estimate is in Appendix B.

3.4 PUMP CONSIDERATIONS (CATEGORY 3 BASINS)

For those basins requiring pumps, it is the City's choice to install a permanent or portable pump. Table 9 describes the advantages and disadvantages of both types of pumps.

Table 9: Advantages and Disadvantages of Permanent and Portable Pumps

	Permanent	Portable
Advantages	Permanently installed, no setup required each time	Pump can be used wherever it is needed by towing to desired location
	Two pumps can be installed to better manage flow/water level	Maintenance can be done in the shop
	Infrastructure is buried and out of sight, except control panel and electrical	Lower cost

	Permanent	Portable
Disadvantages	Higher construction cost	Requires more work each time the pump is needed
	Possible higher maintenance effort, may require “vac” truck to clean out wet well and pull pumps for servicing	Pump is visible and could be loud depending on options of diesel, gas, and electric
	Generator could be permanent	Refueling may be necessary

The City currently owns a Godwin CD150M portable pump, so City staff advised it would be efficient and cost effective for the City to rent or own more of the same type of pump rather than learning how to operate and maintain another type of portable or permanent pump. Therefore, for those basins requiring pumps, Wenck designed the system to accommodate a Godwin CD150M portable pump. Similarly, portable pump connections were designed to be the same as those that currently exist for Basin SP-17b.

3.5 OUTLET STRUCTURE AND PIPE DESIGN (CATEGORY 2 BASINS)

As directed by the City, Wenck designed Category 2 basins (piped overflow) according to the City’s detail for stormwater ponds. In general, the conveyance routing for a Category 2 land-locked basin is through a flared-end 18-inch RCP with a trash guard to an outlet structure with an internal weir that provides a 6-inch skimmer, and an overflow outlet grate. The following guidelines were used to set elevations in the outlet structure. However, some basins (EP-036a and EP-027d) did not follow these guidelines because of elevation limitations.

- ▲ Top elevation of the weir set 4-feet above a basin HWL (per NWA standard);
- ▲ Outlet structure rim invert set 2-feet above the top elevation of the weir; and
- ▲ Structure invert set 2-feet below the top elevation of the weir.

Additional standard design practices included:

- ▲ Anti-seep collars for pipes with slopes greater than 5%;
- ▲ Scour protection at all pipe outlets. City staff reports installation and maintenance concerns with traditional riprap, so Flexamat (or an approved equal) is proposed.
- ▲ Scour plates within deep manholes to prevent excessive deterioration.

Preliminary plan and profile drawings for each overflow are included in Appendix C.

3.6 LAND-LOCKED OVERFLOW CONVEYANCE NETWORK

3.6.1 Basin EA-011

Two outlet pipe routes were evaluated for Basin EA-011: Option A is routed adjacent to Basin EP-025c and then discharges to Basin EP-025a, and Option B is routed to Basin EP-025b. Option A is the City’s preferred route, but Option B was evaluated to see if it was more cost effective. Regarding Option A, discharging directly into Basin EP-025c is not proposed because of the minimal flood storage in the basin and shallow overflow elevation. Option B will require anti-seep collars, scour protection, and scour plates. The approximate costs for Options A is \$192,452.48 and for option B is \$233,861.76.

3.6.2 Basin EP-025b

The outlet for Basin EP-025b is routed to Basin EP-025a via pipe. If Option A is selected for EA-011, the pipes from Basins EA-011 and EP-025b are proposed to connect at a manhole just upstream of Basin EP-025a (one discharge point instead of two). If Option B is selected for Basin EA-011, the outlet for Basin EP-025b will discharge directly into Basin EP-025a. Pipe slopes are greater than 5%, so anti-seep collars are recommended. The estimated cost for Basin EA-025b for (assuming EA-011, Option A is selected) is \$107,986.56.

3.6.3 Basin EP-025c

LiDAR shows Basin EP-025c contains minimal flood storage (maximum depth of approximately two feet). The proposed model indicates the basin should be Category 1, Wenck recommends installing a piped outlet for two reasons:

- ▲ The Basin EA-011 outlet pipe offers a convenient, cost-effective piped outlet.
- ▲ Much of the Basin EP-025c NOF is at a 32% slope, which would make it costly to install and maintain a stable overflow route.

Due to the design constraints, Wenck proposes to fill the existing NOF to an elevation of 939 and use a piped outlet. The piped outlet should have anti-seep collars, scour protection, and a scour plate. The estimated cost for Basin EP-025c is \$175,493.12.

3.6.4 Basin EP-025a

A 12" CMP outlet currently exists for Basin EP-025a under TH 3. Our plan calls for additional manholes and 18" RCP downstream of the pipe (east side of TH 3) to convey runoff into Basin EP-027a. Since the existing pipe is a 12" CMP, it should be replaced with an 18-inch pipe when TH 3 is reconstructed in the future. The estimated cost of Basin EP-025a is \$154,837.76.

3.6.5 Basin EP-027a

Several outlet options were explored for Basin EP-027a including a temporary pump and gravity pipe from EP-027a to EP-034, and flat pipes connecting EP-027a, EP-034, and EP-035b with a temporary pump at Basin EP-035b. After much discussion with City staff and due to the large size of the basin, it was decided to use dual Godwin CD150M temporary pumps and dual forcemains to convey water from Basin EP-027a to Basin EP-036a.

City staff advised Wenck that Basin EP-027a should draw down within one week when "full". As shown in Figure 6, a single Godwin CD150M pump would draw down the basin in approximately 14 days. Wenck and City staff subsequently discussed the merits of dual temporary pumps with either a single or dual forcemain for the basin, and ultimately agreed on two separate forcemains that could accommodate two pumps (two pump connections). Having a single forcemain would necessitate the addition of control and check valves, prompting security concerns related to vandalism and/or theft of the valves.

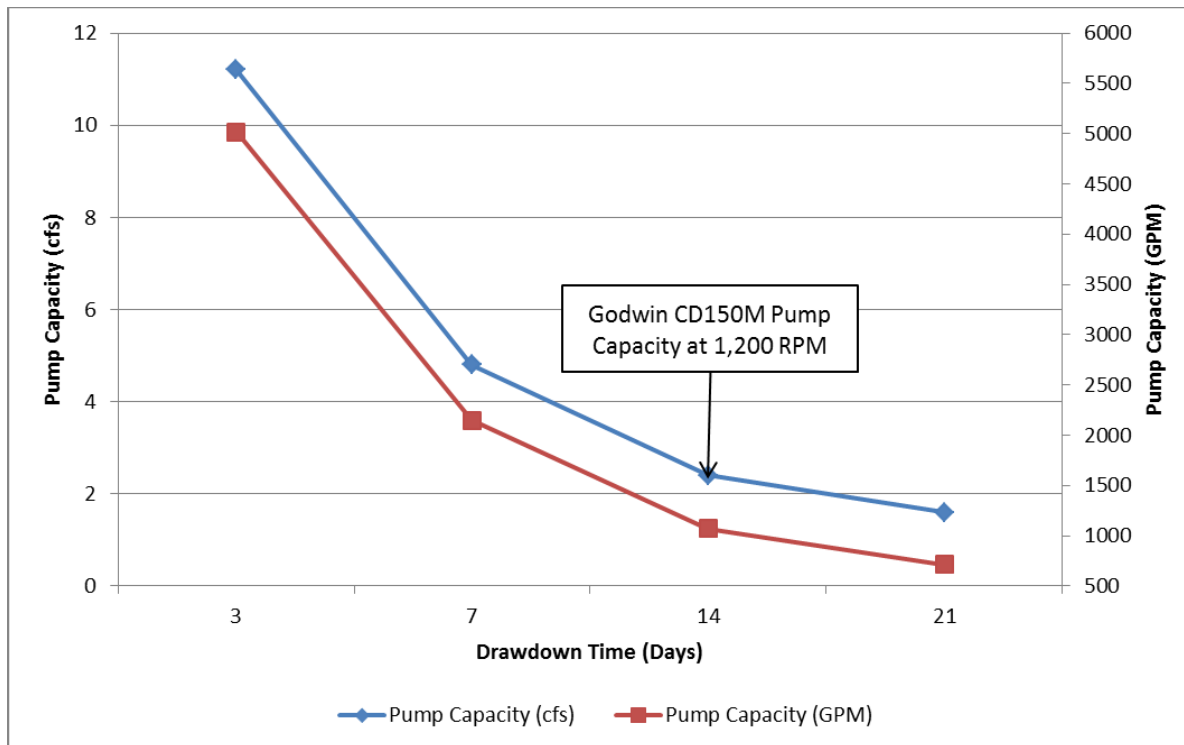


Figure 6: Drawdown options for Basin EP-027a.

Wenck proposes two 18" RCP and two manholes to provide access to the basin and serve as wet wells for the pumps. When pumping is necessary, City staff can drop the suction hose(s) into the wet wells rather than entering the flooded basin with a long suction hose. Adjacent to the wet wells are two risers with cam lock quick connect ports for connecting the pumps to the proposed dual forcemains. Pump design information is provided in Table 10. A concrete slab is proposed adjacent to the wet wells and around the forcemain risers to provide a solid surface for placing the temporary pumps.

The location of the basin pipes, wet wells, concrete pad, and forcemains have been located based on Hannah Meadows proposed plans dated October 7, 2015. The estimated cost for Basin EP-027a is \$768,697.60.

Table 10: Pump Design Specifications for EP-027a, EP-034, and EP-031a

Basin	EP-027a	EP-034	EP-031a
Pump On Elevation - Basin HWL (ft MSL)	862.1	865.1	885.85
Pump Speed (rpm)	1200	1200	1200
Pump Horsepower (hp)	13	14	15
Total Dynamic Head (ft)	33	28	13
Total Flow Rate (gpm)	1050	1150	1500

Pump Model: Godwin CD150M

Pump Curve No: CD150M-VARI-21/03/03

3.6.6 Basin EP-034

The proposed model indicates Basin EP-034 is a Category 1 basin. With further evaluation, however, one finds that the downstream basins EP-035b and EP-036a are at higher elevations than Basin EP-034 and the NOF for Basin EP-036a governs (elevation 883). Therefore, after evaluating potential outlet pipes and overflows, it became apparent that Basin EP-034 had to be pumped similar to Basin EP-027a. Basin EP-034 and Basin EP-035b are smaller than EP-027a, so only one temporary pump will be necessary to draw down the water within 7 days (Figure 7). Pump design information is provided in Table 10.

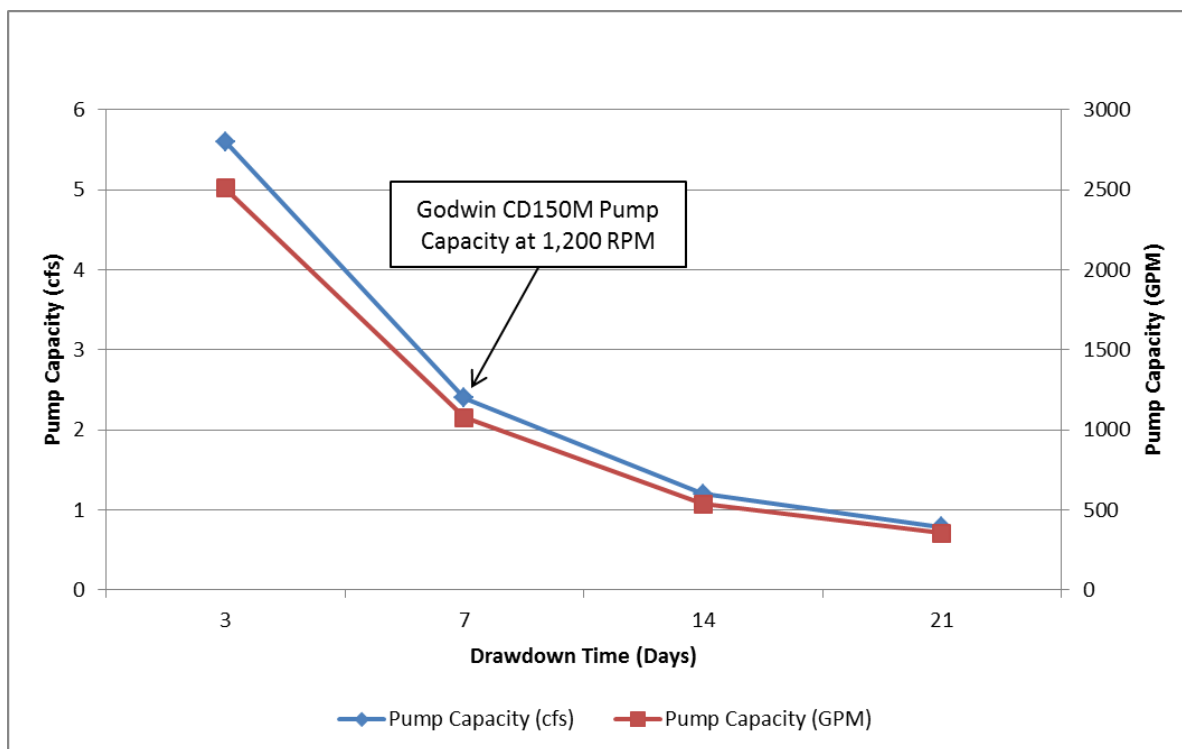


Figure 7: Drawdown options for Basins EP-034 and EP-035b

The location of the basin pipe, wet well, concrete pad, and forcemain have been located based on Hannah Meadows proposed plans dated October 7, 2015. The estimated cost for Basin EP-034 is \$240,148.48.

3.6.7 Basin EP-035b

The proposed model indicates Basin EP-035b is a Category 2 basin. However, the HWL from Basin EP-036a will backflow into EP-035b and not allow a gravity outlet pipe to function properly. Therefore, an “equalizer” pipe is proposed to connect Basin EP-035b to EP-034, thereby using the EP-034 temporary pump to also drawdown water in Basin EP-35b. The estimated cost for Basin EP-035b is \$60,839.68.

3.6.8 Basin EP-036a

The outlet for Basin EP-036a runs below Basin EP-038b and into the existing outlet catchbasin for Basin SP-9. To avoid pumping EP-036a, the overflow conveyance needs have minimal pipe length and maximum fall between EP-036a and SP-9. Therefore, the pipe must be installed below EP-038b and tie into the existing structure at SP-9. The pipes downstream of EP-038b are designed at a 0.25% slope and must be increased to a 24-inch RCP to match the upstream capacity of the 18-inch pipes at 1% slope.

The new 18" pipe will cross under the parking lot for Amazing Grace Church. Options for installing the pipe include:

- ▲ *Open Trench:* The pipe could be installed by open-cutting a trench through the parking lot. Pavement will be replaced in the area affected by the open cut. The area of pavement replacement is approximately 1,022 SY (230 feet by 40 feet) and will cost approximately \$204,000 to replace. Open-cut pipe installation costs approximately \$70/LF, totaling \$18,900 for the 270 LF of pipe to be installed. The total approximate cost for an open cut pipe installation is \$223,000.
- ▲ *Pipe Jacking:* The pipe may be installed by jacking it under the parking lot. Pipe jacking is ideal for installing pipes at minimal slopes. The approximate cost of pipe is \$162,000 at a rate of \$600/LF.
- ▲ *Directional Drilling:* A directional drill may also be used for installation. The minimum slope for directional drilling is typically 2% but can be flatter depending on the contractor, soils and surrounding landscape features. If directional drilling can install the pipe at a 1% slope, the approximate cost of directional drilling is \$200/LF, which results in a total cost of approximately \$54,000. The cost estimate in Appendix B reflects this option.

Wenck recommends using directional drilling to install the pipe due to the lower cost. Trenchless pipe installation is also needed for the pipe under Basin EP-038b. A permanent easement will be necessary for installing and maintaining the pipe. The total cost for EP-036a is \$639,048.96.

3.6.9 Basin EP-038a

Basin EP-038a will flow into Basin EP-038b using the NOF as the primary outlet. To prevent erosion in the channel, a Pyramat TRM and rock grade control structures are proposed. The estimated cost for Basin EP-038a is \$18,656.00.

3.6.10 Basin EP-038b

Similar to Basin EP-025c, Basin EP-038b is a Category 1 basin, but the piped outlet for EP-036a is proposed directly adjacent (actually below) Basin EP-038b. Cost for the EP-038b outlet are included in the cost estimate for EP-036a.

3.6.11 Basin EP-027e

The proposed model indicates Basin EP-027e is a Category 2 basin. Overflow from EP-027e will be routed downstream into EP-027d using a gravity pipe. Since the pipe slope is greater than 5%, anti-seep collars are necessary. A scour plate is recommended to protect the system. The cost estimate for EP-027e is \$126,846.72.

3.6.12 Basin EP-027d

Basin EP-027d is a Category 3 basin. A lift station with forcemain was initially considered as an overflow conveyance. However, a review of area geology found a gravity pipe is feasible and preferred in order to reduce maintenance. The downstream basin invert of EP-027c is 36-feet below the basin invert of EP-027d, which provides enough grade to use a gravity pipe between the two basins. The outlet structure from EP-027e into EP-027d will be used as the overflow structure for EP-027d into EP-027c. Effectively, this design will carry runoff from EP-027e into EP-027d, and then when water in EP-027d gets high enough, it will flow into EP-027c. From EP-027c, the natural conveyance system will transport water into EP-027a. Anti-seep collars and scour plates are recommended for this design. The cost estimate for EP-027d is \$213,811.84.

3.6.13 Basin EP-031a

Basin EP-031a is a Category 2 basin, which means a gravity outlet should be installed. However, EP-031a has a HWL of 885.85 and the required outlet elevation is 889.85, according to Table 7. The downstream basin, EP-027c, has an invert elevation of 888, so an essentially flat pipe between the two basins is needed. Therefore, Wenck recommends a forcemain between EP-031a and EP-027c. A single pump is proposed for Basin EP-031a to draw down the water within 3 days, as shown in Figure 8. The forcemain will pump water to a manhole at the basin's NOF and then into a gravity pipe into EP-027c. Pump design details are in Table 10. The estimated cost estimate for the forcemain is \$229,926.40.

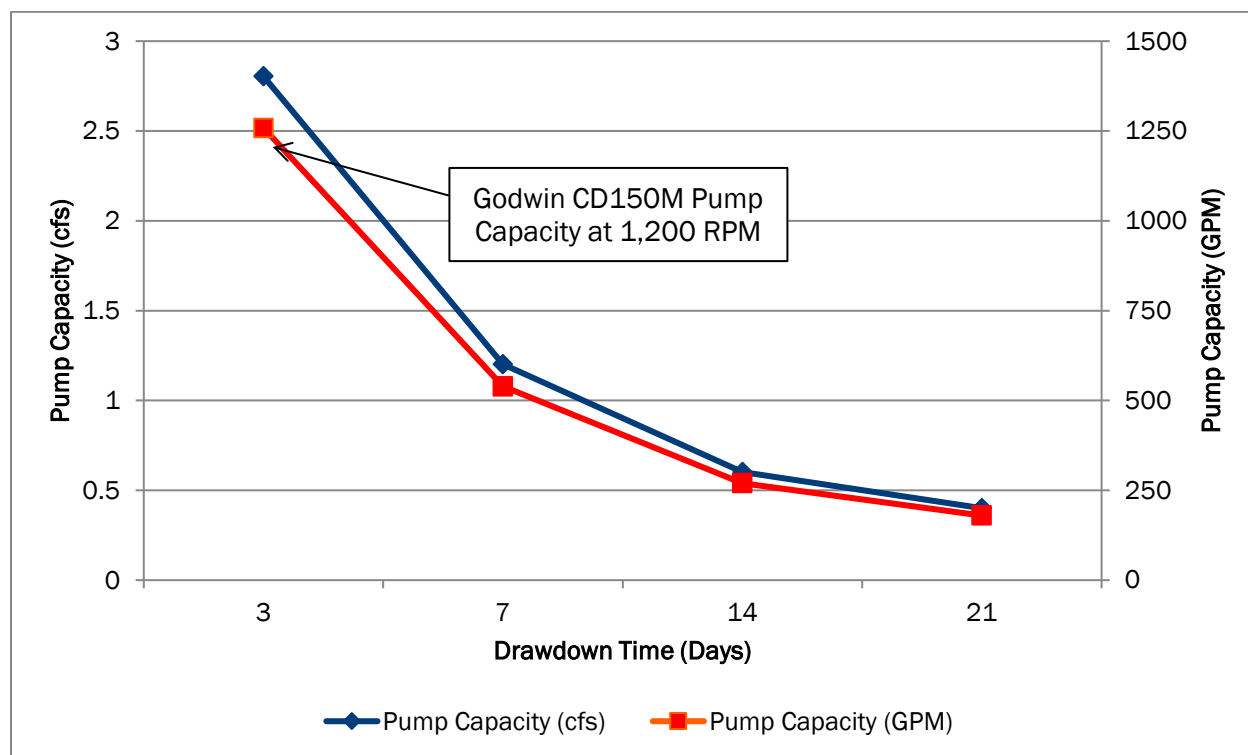


Figure 8: Drawdown options for Basins EP-031a

3.6.14 EP-031b

Basin EP-031b is a Category 1 basin. Wenck proposes to stabilize the NOF channel to prevent erosion using rock grade control structures and turf reinforcement mat. The estimated cost for Basin EP-031b is \$27,596.80.

3.6.15 EP-027i

Basin EP-027i is a Category 1 basin, and Wenck proposes to use the existing NOF into Basin EP-027a as the overflow route. To prevent erosion in the channel, rock grade control structures and turf reinforcement mat are proposed. The estimated cost for Basin EP-027i is \$21,824.00.

3.6.16 EP-027f

EP-027f is a Category 2 basin, and Wenck proposes a piped outlet. The overflow will gravity flow from EP-027f to EP-027a. The estimated cost is \$72,906.24.

3.6.17 EP-016e

The proposed model indicates Basin EP-016e is a Category 2 basin. Overflow from EP-016e will be routed downstream into EP-016g using a gravity pipe. A portion of the pipe has a slope greater than 5%, so anti-seep collars are recommended. The estimated cost for EP-016e is \$75,229.44.

3.6.18 EP-016g

Basin EP-016g is a Category 2 basin, and the overflow structure is a gravity pipe, which discharges to EP-016a. However, the flow route to EP-016a after the pipe appears to traverse private property and an existing driveway. Depending on the timing of development, the City will want to coordinate pipe installation and alignment with the existing property owner. The estimated cost for EP-016g is \$111,555.84.

3.6.19 EP-016c

EP-016c is a Category 2 basin. A gravity pipe will be used as an overflow conveyance to Dickman Lake (EP-016a). The estimated cost for EP-016c is \$108,479.36.

3.6.20 EP-016a

Dickman Lake (Basin EP-016a) is a Category 2 basin. The existing natural overflow drains into a ditch and flows into Basin EP-013e. To reduce erosion in the ditch, a gravity pipe is proposed from EP-016a to EP-016d. The pipe will run under the existing dirt road and discharge into Basin EP-016d. Since Dickman Lake is a DNR Public Water, outlet design and installation shall be coordinated with the Minnesota DNR. The estimated cost for EP-016a is \$112,632.96.

3.7 NON-LAND-LOCKED BASINS

Non-land-locked basins are not subject to the NWA freeboard requirements. Freeboard in these basins must be 2-feet above the HWL, per City Ordinances. Many basins in the southern portion of the study area are not land-locked due to new development and installation of pipes. Both Basins SP-27a and SP-28 drain to an existing piped outlet under Robert Trail. Basin SP-9 has an existing piped outlet under Robert Trail into a new sand filter in Subwatershed SP-8, which is drained to SP-17a; basin SP-8 remains landlocked at the current stage of development. Basins SP-12a and SP-12b have been designed as stormwater basins and are piped into SP-17a.

4.0 Conclusion

The City of Inver Grove Heights conducted this feasibility study to evaluate and protect future development surrounding landlocked basins in the Robert Watershed Corridor. Wenck updated the City's original PCSWMM model to create an "existing" condition model that includes new developments in the southern portion of the watershed. A proposed model was then created to reflect future development conditions.

In evaluating the proposed model, Wenck found that high water levels (HWLs) in landlocked basins were controlled by the 10-day snowmelt event. After calculating 10-day snowmelt HWLs, Wenck used the *NWA Stormwater Management Manual* to classify basins in the study area into three management categories based on the difference between the HWL and natural overflow elevation (NOF). A summary of model results and basin classifications is shown on the Regional Basin Map in Appendix A. Wenck then conducted the preliminary designs for a network of overflow conveyances of selected land-locked basins.

As the study area continues to develop, additional investigations will be required. In particular, wetland boundaries and potential limitations were not considered in this study. As such, wetland delineations should be completed and approved by the Local Government Unit prior to installation of the recommended basin overflows. Wenck has attempted to locate outlets above the likely wetland boundary based on the 2016 National Wetland Inventory (NWI) data, but this will need to be verified as part of final design.

Cost estimates for the overflow conveyance network are provided in Appendix B along with the proposed plan and profiles in Appendix C. The plans are a preliminary design and should be adjusted as needed during development. For example, changes in proposed subwatershed boundaries and properties (such as percent impervious and land use may impact HWLs in the basins. As subwatersheds developed, the proposed HWL and LFE should be evaluated to ensure they meet actual proposed conditions.

5.0 References

City of Inver Grove Heights. *Inver Grove Height Stormwater Manual: Northwest Area*. Dec. 2006.

Emmons & Olivier Resources, Inc. *Robert Trail Corridor Hydrologic and Hydraulic Modeling Support*. 2017.

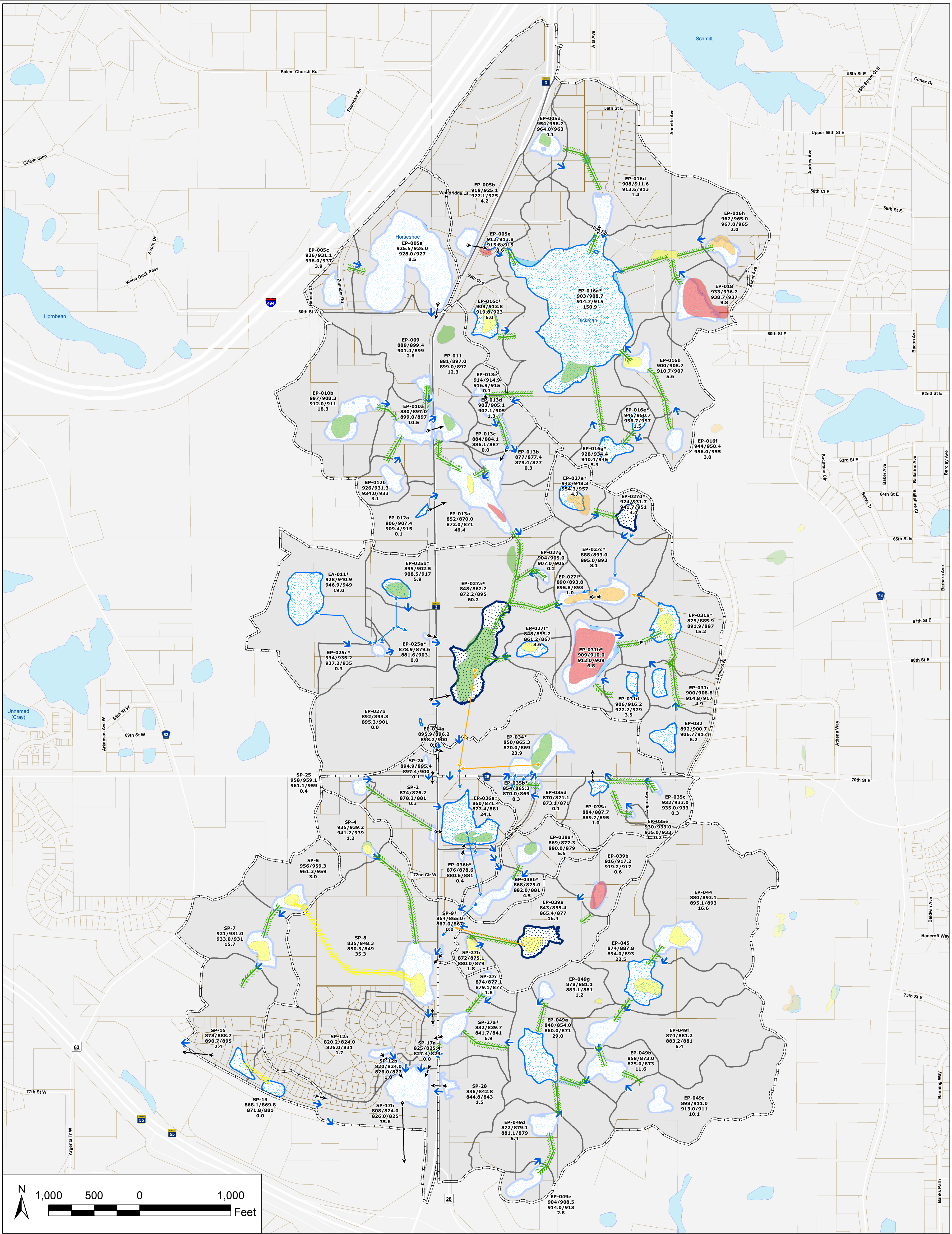
Haan, C.T., Barfield, B.J., & Hayes, J.C. *Design Hydrology and Sedimentology for Small Catchments*. Academic Press, 1994, page 53.

U.S. Department of Agriculture Soil Conservation Service. *Hydrology Guide for Minnesota*. Aug. 1993.

Viessmann, W., and Lewis, G. L. *Introduction to Hydrology*. 5th Addition. Pearson, 2003, page 140.

Appendix A

Robert Watershed Corridor Regional Basin Map



Parcels

Existing Waterbody

Watershed Boundaries

Subwatershed Boundaries

Catchment Flow Direction

Overflow

Existing Culvert

Overland Flow (low)

Overland Flow (high)

Proposed Pipe

Proposed Pump

Wetland Management Classification (per 6/26/14 NWA Regional Basin Map)

1 - Maintain 100yr HWL

2 - Maintain 100yr HWL +0.5

3 - No Requirements

4 - No Requirements

Proposed Basin by Overflow Category

Category 1

Category 2

Category 3

Roadways

Interstate Trunk Highway

U.S. Trunk Highway

Minnesota Trunk Highway

County Roads

Minor Streets

Subwatershed Key

*See Feasibility Design For Basin Detail

SP-12a	Basin Name
904.0/908.6	NWL/10-Day HWL
914.0/913.0	LFE/NOF
2.9	Maximum Storage Volume (AC-FT)

CITY OF INVER GROVE HEIGHTS

Robert Watershed Corridor Regional Basin Map

WENCK ASSOCIATES

Responsive partner. Exceptional outcomes.

MAR 2017

Cost Estimates

BASIN EA-011 OPTION A
 EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE
 ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY
 3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 7,000.00	\$ 7,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 17,540.00	\$ 17,540.00
3	EROSION CONTROL	LS	1	\$ 13,155.00	\$ 13,155.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	240	\$ 40.00	\$ 9,600.00
5	18" RCP, < 15' DEPTH	LF	877	\$ 60.00	\$ 52,620.00
6	4' DIA. CONCRETE MANHOLE, < 5' DEPTH	EA	2	\$ 4,000.00	\$ 8,000.00
7	4' DIA. CONCRETE MANHOLE, 5-10' DEPTH	EA	1	\$ 8,000.00	\$ 8,000.00
8	4' DIA. CONCRETE MANHOLE, 10-15' DEPTH	EA	1	\$ 12,000.00	\$ 12,000.00
9	SITE RESTORATION	LS	1	\$ 8,770.00	\$ 8,770.00
SUBTOTAL					\$ 136,685.00
10% CONTIGENCY					\$ 13,668.50
TOTAL CONSTRUCTION COST					\$ 150,353.50
28% LEAF ¹					\$ 42,098.98
TOTAL PROJECT COST					\$ 192,452.48

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Adminstration, and Finance.

BASIN EA-011 OPTION B
 EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE
 ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY
 3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 8,000.00	\$ 8,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 14,780.00	\$ 14,780.00
3	EROSION CONTROL	LS	1	\$ 11,085.00	\$ 11,085.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	200	\$ 40.00	\$ 8,000.00
5	18" RCP, < 15' DEPTH	LF	439	\$ 60.00	\$ 26,340.00
6	18" RCP, 15'-20' DEPTH	LF	300	\$ 70.00	\$ 21,000.00
7	ANTI-SEEPAGE COLLAR	EA	14	\$ 1,500.00	\$ 21,000.00
8	18" RC FLARED END SECTION	EA	1	\$ 2,500.00	\$ 2,500.00
9	4' DIA. CONCRETE MANHOLE, < 5' DEPTH	EA	1	\$ 4,000.00	\$ 4,000.00
10	4' DIA. CONCRETE MANHOLE, 5-10' DEPTH	EA	1	\$ 8,000.00	\$ 8,000.00
11	4' DIA. CONCRETE MANHOLE, 15-20' DEPTH	EA	2	\$ 16,000.00	\$ 32,000.00
12	SCOUR PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
13	SCOUR PLATE	EA	2	\$ 500.00	\$ 1,000.00
14	SITE RESTORATION	LS	1	\$ 7,390.00	\$ 7,390.00
				SUBTOTAL	\$ 166,095.00
				10% CONTIGENCY	\$ 16,609.50
				TOTAL CONSTRUCTION COST	\$ 182,704.50
				28% LEAF ¹	\$ 51,157.26
				TOTAL PROJECT COST	\$ 233,861.76

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-025b

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 4,000.00	\$ 4,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 6,580.00	\$ 6,580.00
3	EROSION CONTROL	LS	1	\$ 4,935.00	\$ 4,935.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	90	\$ 40.00	\$ 3,600.00
5	18" RCP, < 15' DEPTH	LF	224	\$ 60.00	\$ 13,440.00
6	18" RCP, 15'-20' DEPTH	LF	105	\$ 70.00	\$ 7,350.00
7	ANTI-SEEPAGE COLLAR	EA	9	\$ 1,500.00	\$ 13,500.00
8	4' DIA. CONCRETE MANHOLE, < 5' DEPTH	EA	1	\$ 4,000.00	\$ 4,000.00
9	4' DIA. CONCRETE MANHOLE, 15-20' DEPTH	EA	1	\$ 16,000.00	\$ 16,000.00
10	SITE RESTORATION	LS	1	\$ 3,290.00	\$ 3,290.00
SUBTOTAL					\$ 76,695.00
10% CONTINGENCY					\$ 7,669.50
TOTAL CONSTRUCTION COST					\$ 84,364.50
28% LEAF ¹					\$ 23,622.06
TOTAL PROJECT COST					\$ 107,986.56

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-025c

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 6,000.00	\$ 6,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 9,320.00	\$ 9,320.00
3	EROSION CONTROL	LS	1	\$ 6,990.00	\$ 6,990.00
4	COMMON BORROW	CY	150	\$ 40.00	\$ 6,000.00
5	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	120	\$ 40.00	\$ 4,800.00
6	18" RCP, < 15' DEPTH	LF	169	\$ 60.00	\$ 10,140.00
7	18" RCP, 15'-20' DEPTH	LF	254	\$ 70.00	\$ 17,780.00
8	36" RCP, < 15' DEPTH	LF	43	\$ 150.00	\$ 6,450.00
9	ANTI-SEEPAGE COLLAR	EA	11	\$ 1,500.00	\$ 16,500.00
10	36" RC FLARED END SECTION	EA	1	\$ 3,500.00	\$ 3,500.00
11	4' DIA. CONCRETE MANHOLE, < 5' DEPTH	EA	1	\$ 4,000.00	\$ 4,000.00
12	4' DIA. CONCRETE MANHOLE, 5-10' DEPTH	EA	2	\$ 8,000.00	\$ 16,000.00
13	6' DIA. CONCRETE MANHOLE, 5-10' DEPTH	EA	1	\$ 10,000.00	\$ 10,000.00
14	SCOUR PROTECTION	LS	1	\$ 2,000.00	\$ 2,000.00
15	SCOUR PLATE	EA	1	\$ 500.00	\$ 500.00
16	SITE RESTORATION	LS	1	\$ 4,660.00	\$ 4,660.00
				SUBTOTAL	\$ 124,640.00
				10% CONTINGENCY	\$ 12,464.00
				TOTAL CONSTRUCTION COST	\$ 137,104.00
				28% LEAF ¹	\$ 38,389.12
				TOTAL PROJECT COST	\$ 175,493.12

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-025a

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 6,000.00	\$ 6,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 9,480.00	\$ 9,480.00
3	EROSION CONTROL	LS	1	\$ 7,110.00	\$ 7,110.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	130	\$ 40.00	\$ 5,200.00
5	18" RCP, < 15' DEPTH	LF	474	\$ 60.00	\$ 28,440.00
6	18" RC FLARED END SECTION	EA	1	\$ 2,500.00	\$ 2,500.00
7	CONNECT TO STRUCTURE	EA	1	\$ 1,000.00	\$ 1,000.00
8	4' DIA. CONCRETE MANHOLE, 5-10' DEPTH	EA	1	\$ 8,000.00	\$ 8,000.00
9	4' DIA. CONCRETE MANHOLE, >20' DEPTH	EA	2	\$ 18,000.00	\$ 36,000.00
10	SCOUR PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
11	SCOUR PLATE	EA	1	\$ 500.00	\$ 500.00
12	SITE RESTORATION	LS	1	\$ 4,740.00	\$ 4,740.00
SUBTOTAL					\$ 109,970.00
10% CONTIGENCY					\$ 10,997.00
TOTAL CONSTRUCTION COST					\$ 120,967.00
28% LEAF ¹					\$ 33,870.76
TOTAL PROJECT COST					\$ 154,837.76

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-027a

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 26,000.00	\$ 26,000.00
2	DEWATERING	LS	1	\$ 5,000.00	\$ 5,000.00
3	CLEARING AND GRUBBING	LS	1	\$ 19,000.00	\$ 19,000.00
4	EROSION CONTROL	LS	1	\$ 14,250.00	\$ 14,250.00
5	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	260	\$ 40.00	\$ 10,400.00
6	10" HDPE FORCEMAIN	LF	1820	\$ 80.00	\$ 145,600.00
7	6" BUTTERFLY VALVE	EA	4	\$ 1,000.00	\$ 4,000.00
8	6" DIP HOSE CONNECTION PIPE W/ FITTINGS	EA	2	\$ 2,000.00	\$ 4,000.00
9	6" PLUG VALVE FOR DRAIN BACK LINE	EA	2	\$ 1,500.00	\$ 3,000.00
10	TRAILER MOUNTED DIESEL-POWERED PUMP	EA	2	\$ 50,000.00	\$ 100,000.00
11	PUMP ADDER FOR SOUND ENCLOSURE	EA	2	\$ 10,000.00	\$ 20,000.00
12	PUMP SUCTION/DISCHARGE HOSE	LS	100	\$ 42.00	\$ 4,200.00
13	AIR RELEASE MANHOLE W/ VALVES	EA	2	\$ 20,000.00	\$ 40,000.00
14	18" RCP, < 15' DEPTH	LF	950	\$ 60.00	\$ 57,000.00
15	18" RC FLARED END SECTION	EA	2	\$ 2,500.00	\$ 5,000.00
16	4' DIA. CONCRETE MANHOLE, 5-10' DEPTH	EA	3	\$ 8,000.00	\$ 24,000.00
17	4' DIA. CONCRETE MANHOLE, 15-20' DEPTH	EA	2	\$ 16,000.00	\$ 32,000.00
18	SCOUR PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
19	8" CONCRETE PAD	LS	1	\$ 7,500.00	\$ 7,500.00
20	NEENAH CAST IRON HATCH	EA	1	\$ 2,000.00	\$ 2,000.00
21	CR 26 RECONSTRUCTION	SY	100	\$ 125.00	\$ 12,500.00
22	SITE RESTORATION	LS	1	\$ 9,500.00	\$ 9,500.00
				SUBTOTAL	\$ 545,950.00
				10% CONTIGENCY	\$ 54,595.00
				TOTAL CONSTRUCTION COST	\$ 600,545.00
				28% LEAF¹	\$ 168,152.60
				TOTAL PROJECT COST	\$ 768,697.60

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Adminstration, and Finance.

BASIN EP-034

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 9,000.00	\$ 9,000.00
2	DEWATERING	LS	1	\$ 5,000.00	\$ 5,000.00
3	CLEARING AND GRUBBING	LS	1	\$ 2,500.00	\$ 2,500.00
4	EROSION CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00
5	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	10	\$ 40.00	\$ 400.00
6	10" HDPE FORCEMAIN	LF	670	\$ 80.00	\$ 53,600.00
7	6" DIP HOSE CONNECTION PIPE W/ FITTINGS	LS	1	\$ 2,000.00	\$ 2,000.00
8	6" PLUG VALVE FOR DRAIN BACK LINE	EA	1	\$ 1,500.00	\$ 1,500.00
9	TRAILER MOUNTED DIESEL-POWERED PUMP	EA	1	\$ 50,000.00	\$ 50,000.00
10	PUMP ADDER FOR SOUND ENCLOSURE	EA	1	\$ 10,000.00	\$ 10,000.00
11	PUMP SUCTION/DISCHARGE HOSE	LS	100	\$ 42.00	\$ 4,200.00
12	18" RCP, < 15' DEPTH	LF	31	\$ 60.00	\$ 1,860.00
13	18" RC FLARED END SECTION	EA	1	\$ 2,500.00	\$ 2,500.00
17	4' DIA. CONCRETE MANHOLE, 15-20' DEPTH	EA	1	\$ 16,000.00	\$ 16,000.00
15	8" CONCRETE PAD	LS	1	\$ 5,000.00	\$ 5,000.00
16	NEENAH CAST IRON HATCH	EA	1	\$ 2,000.00	\$ 2,000.00
17	SITE RESTORATION	LS	1	\$ 2,500.00	\$ 2,500.00
SUBTOTAL					\$ 170,560.00
10% CONTINGENCY					\$ 17,056.00
TOTAL CONSTRUCTION COST					\$ 187,616.00
28% LEAF ¹					\$ 52,532.48
TOTAL PROJECT COST					\$ 240,148.48

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-035b

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 2,640.00	\$ 2,640.00
3	EROSION CONTROL	LS	1	\$ 1,980.00	\$ 1,980.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	40	\$ 40.00	\$ 1,600.00
5	18" RCP, < 15' DEPTH	LF	132	\$ 60.00	\$ 7,920.00
6	18" RC FLARED END SECTION	EA	2	\$ 2,500.00	\$ 5,000.00
7	SCOUR PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
8	CR 26 RECONSTRUCTION	SY	150	\$ 125.00	\$ 18,750.00
9	SITE RESTORATION	LS	1	\$ 1,320.00	\$ 1,320.00
				SUBTOTAL	\$ 43,210.00
				10% CONTINGENCY	\$ 4,321.00
				TOTAL CONSTRUCTION COST	\$ 47,531.00
				28% LEAF ¹	\$ 13,308.68
				TOTAL PROJECT COST	\$ 60,839.68

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-036a

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 21,000.00	\$ 21,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 20,080.00	\$ 20,080.00
3	EROSION CONTROL	LS	1	\$ 15,060.00	\$ 15,060.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	300	\$ 40.00	\$ 12,000.00
5	12" RCP, < 15' DEPTH	LF	90	\$ 50.00	\$ 4,500.00
6	18" RCP, < 15' DEPTH	LF	81	\$ 60.00	\$ 4,860.00
7	18" RCP, 15'-20' DEPTH	LF	87	\$ 70.00	\$ 6,090.00
8	18" PIPE, TRENCHLESS INSTALLATION	LF	715	\$ 200.00	\$ 143,000.00
9	12" RC FLARED END SECTION	EA	1	\$ 2,000.00	\$ 2,000.00
10	18" RC FLARED END SECTION	EA	1	\$ 2,500.00	\$ 2,500.00
11	24" RCP, 15'-20' DEPTH	LF	836	\$ 90.00	\$ 75,240.00
12	4' DIA. CONCRETE MANHOLE, < 5' DEPTH	EA	1	\$ 4,000.00	\$ 4,000.00
13	4' DIA. CONCRETE MANHOLE, 5-10' DEPTH	EA	1	\$ 8,000.00	\$ 8,000.00
14	4' DIA. CONCRETE MANHOLE, 15-20' DEPTH	EA	5	\$ 16,000.00	\$ 80,000.00
15	CONNECT TO EXISTING STRUCTURE	EA	1	\$ 1,000.00	\$ 1,000.00
16	STREET RECONSTRUCTION	SY	100	\$ 125.00	\$ 12,500.00
17	SITE RESTORATION	LS	1	\$ 10,040.00	\$ 10,040.00
18	PERMANENT EASEMENT	SF	16000	\$ 2.00	\$ 32,000.00
				SUBTOTAL	\$ 453,870.00
				10% CONTINGENCY	\$ 45,387.00
				TOTAL CONSTRUCTION COST	\$ 499,257.00
				28% LEAF ¹	\$ 139,791.96
				TOTAL PROJECT COST	\$ 639,048.96

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-038a

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 1,000.00	\$ 1,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 2,000.00	\$ 2,000.00
3	EROSION CONTROL	LS	1	\$ 1,500.00	\$ 1,500.00
4	TURF REINFORCEMENT MAT	SY	375	\$ 10.00	\$ 3,750.00
5	ROCK GRADE CONTROL STRUCTURE	EA	6	\$ 500.00	\$ 3,000.00
6	SITE RESTORATION	LS	1	\$ 2,000.00	\$ 2,000.00
SUBTOTAL					\$ 13,250.00
10% CONTINGENCY					\$ 1,325.00
TOTAL CONSTRUCTION COST					\$ 14,575.00
28% LEAF ¹					\$ 4,081.00
TOTAL PROJECT COST					\$ 18,656.00

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-027e

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 5,000.00	\$ 5,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 7,560.00	\$ 7,560.00
3	EROSION CONTROL	LS	1	\$ 5,670.00	\$ 5,670.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	110	\$ 40.00	\$ 4,400.00
5	18" RCP, < 15' DEPTH	LF	378	\$ 60.00	\$ 22,680.00
6	18" RC FLARED END SECTION	EA	2	\$ 2,500.00	\$ 5,000.00
7	ANTI-SEEPAGE COLLAR	EA	7	\$ 1,500.00	\$ 10,500.00
8	4' DIA. CONCRETE MANHOLE, < 5' DEPTH	EA	1	\$ 4,000.00	\$ 4,000.00
9	4' DIA. CONCRETE MANHOLE, 5-10' DEPTH	EA	1	\$ 8,000.00	\$ 8,000.00
10	4' DIA. CONCRETE MANHOLE, 10-15' DEPTH	EA	1	\$ 12,000.00	\$ 12,000.00
11	SCOUR PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
12	SCOUR PLATE	EA	1	\$ 500.00	\$ 500.00
13	SITE RESTORATION	LS	1	\$ 3,780.00	\$ 3,780.00
				SUBTOTAL	\$ 90,090.00
				10% CONTINGENCY	\$ 9,009.00
				TOTAL CONSTRUCTION COST	\$ 99,099.00
				28% LEAF ¹	\$ 27,747.72
				TOTAL PROJECT COST	\$ 126,846.72

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-027d

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 8,000.00	\$ 8,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 5,020.00	\$ 5,020.00
3	EROSION CONTROL	LS	1	\$ 3,765.00	\$ 3,765.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	70	\$ 40.00	\$ 2,800.00
5	18" RCP, < 15' DEPTH	LF	251	\$ 60.00	\$ 15,060.00
6	18" PIPE, TRENCHLESS INSTALLATION	LF	371	\$ 200.00	\$ 74,200.00
7	18" RC FLARED END SECTION	EA	1	\$ 2,500.00	\$ 2,500.00
8	ANTI-SEEPAGE COLLAR	EA	8	\$ 1,500.00	\$ 12,000.00
9	4' DIA. CONCRETE MANHOLE, 10-15' DEPTH	EA	2	\$ 12,000.00	\$ 24,000.00
10	SCOUR PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
11	SCOUR PLATE	EA	2	\$ 500.00	\$ 1,000.00
12	SITE RESTORATION	LS	1	\$ 2,510.00	\$ 2,510.00
SUBTOTAL					\$ 151,855.00
10% CONTIGENCY					\$ 15,185.50
TOTAL CONSTRUCTION COST					\$ 167,040.50
28% LEAF ¹					\$ 46,771.34
TOTAL PROJECT COST					\$ 213,811.84

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-031b

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 1,000.00	\$ 1,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 2,000.00	\$ 2,000.00
3	EROSION CONTROL	LS	1	\$ 1,500.00	\$ 1,500.00
4	TURF REINFORCEMENT MAT	SY	510	\$ 10.00	\$ 5,100.00
5	ROCK GRADE CONTROL STRUCTURE	EA	16	\$ 500.00	\$ 8,000.00
6	SITE RESTORATION	LS	1	\$ 2,000.00	\$ 2,000.00
SUBTOTAL					\$ 19,600.00
10% CONTINGENCY					\$ 1,960.00
TOTAL CONSTRUCTION COST					\$ 21,560.00
28% LEAF ¹					\$ 6,036.80
TOTAL PROJECT COST					\$ 27,596.80

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-031a

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 8,000.00	\$ 8,000.00
2	DEWATERING	LS	1	\$ 5,000.00	\$ 5,000.00
3	CLEARING AND GRUBBING	LS	1	\$ 6,400.00	\$ 6,400.00
4	EROSION CONTROL	LS	1	\$ 4,800.00	\$ 4,800.00
5	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	90	\$ 40.00	\$ 3,600.00
6	10" HDPE FORCEMAIN	LF	205	\$ 80.00	\$ 16,400.00
7	6" DIP HOSE CONNECTION PIPE W/ FITTINGS	LS	1	\$ 2,000.00	\$ 2,000.00
8	6" PLUG VALVE FOR DRAIN BACK LINE	EA	1	\$ 1,500.00	\$ 1,500.00
9	TRAILER MOUNTED DIESEL-POWERED PUMP	EA	1	\$ 50,000.00	\$ 50,000.00
10	PUMP ADDER FOR SOUND ENCLOSURE	EA	1	\$ 10,000.00	\$ 10,000.00
11	PUMP SUCTION/DISCHARGE HOSE	LS	100	\$ 42.00	\$ 4,200.00
12	18" RCP, < 15' DEPTH	LF	320	\$ 60.00	\$ 19,200.00
13	18" RC FLARED END SECTION	EA	2	\$ 2,500.00	\$ 5,000.00
14	4' DIA. CONCRETE MANHOLE, 5-10' DEPTH	EA	2	\$ 8,000.00	\$ 16,000.00
15	8" CONCRETE PAD	LS	1	\$ 5,000.00	\$ 5,000.00
16	SCOUR PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
17	NEENAH CAST IRON HATCH	EA	1	\$ 2,000.00	\$ 2,000.00
18	SITE RESTORATION	LS	1	\$ 3,200.00	\$ 3,200.00
SUBTOTAL					\$ 163,300.00
10% CONTINGENCY					\$ 16,330.00
TOTAL CONSTRUCTION COST					\$ 179,630.00
28% LEAF ¹					\$ 50,296.40
TOTAL PROJECT COST					\$ 229,926.40

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-027i

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 1,000.00	\$ 1,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 2,000.00	\$ 2,000.00
3	EROSION CONTROL	LS	1	\$ 1,500.00	\$ 1,500.00
4	TURF REINFORCEMENT MAT	SY	300	\$ 10.00	\$ 3,000.00
5	ROCK GRADE CONTROL STRUCTURE	EA	12	\$ 500.00	\$ 6,000.00
6	SITE RESTORATION	LS	1	\$ 2,000.00	\$ 2,000.00
SUBTOTAL					\$ 15,500.00
10% CONTINGENCY					\$ 1,550.00
TOTAL CONSTRUCTION COST					\$ 17,050.00
28% LEAF ¹					\$ 4,774.00
TOTAL PROJECT COST					\$ 21,824.00

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-027f

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 5,920.00	\$ 5,920.00
3	EROSION CONTROL	LS	1	\$ 4,440.00	\$ 4,440.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	80	\$ 40.00	\$ 3,200.00
5	18" RCP, < 15' DEPTH	LF	296	\$ 60.00	\$ 17,760.00
6	18" RC FLARED END SECTION	EA	2	\$ 2,500.00	\$ 5,000.00
7	4' DIA. CONCRETE MANHOLE, < 5' DEPTH	EA	2	\$ 4,000.00	\$ 8,000.00
8	SCOUR PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
9	SCOUR PLATE	EA	1	\$ 500.00	\$ 500.00
10	SITE RESTORATION	LS	1	\$ 2,960.00	\$ 2,960.00
SUBTOTAL					\$ 51,780.00
10% CONTINGENCY					\$ 5,178.00
TOTAL CONSTRUCTION COST					\$ 56,958.00
28% LEAF ¹					\$ 15,948.24
TOTAL PROJECT COST					\$ 72,906.24

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-016e

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 3,320.00	\$ 3,320.00
3	EROSION CONTROL	LS	1	\$ 2,490.00	\$ 2,490.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	50	\$ 40.00	\$ 2,000.00
5	18" RCP, < 15' DEPTH	LF	166	\$ 60.00	\$ 9,960.00
6	18" RC FLARED END SECTION	EA	2	\$ 2,500.00	\$ 5,000.00
7	ANTI-SEEPAGE COLLAR	EA	3	\$ 1,500.00	\$ 4,500.00
8	4' DIA. CONCRETE MANHOLE, < 5' DEPTH	EA	1	\$ 4,000.00	\$ 4,000.00
9	4' DIA. CONCRETE MANHOLE, 15-20' DEPTH	EA	1	\$ 16,000.00	\$ 16,000.00
10	SCOUR PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
11	SCOUR PLATE	EA	1	\$ 500.00	\$ 500.00
12	SITE RESTORATION	LS	1	\$ 1,660.00	\$ 1,660.00
SUBTOTAL					\$ 53,430.00
10% CONTIGENCY					\$ 5,343.00
TOTAL CONSTRUCTION COST					\$ 58,773.00
28% LEAF ¹					\$ 16,456.44
TOTAL PROJECT COST					\$ 75,229.44

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-016g

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 4,000.00	\$ 4,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 10,520.00	\$ 10,520.00
3	EROSION CONTROL	LS	1	\$ 7,890.00	\$ 7,890.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	150	\$ 40.00	\$ 6,000.00
5	18" RCP, < 15' DEPTH	LF	526	\$ 60.00	\$ 31,560.00
6	18" RC FLARED END SECTION	EA	2	\$ 2,500.00	\$ 5,000.00
7	4' DIA. CONCRETE MANHOLE, < 5' DEPTH	EA	2	\$ 4,000.00	\$ 8,000.00
8	SCOUR PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
9	SITE RESTORATION	LS	1	\$ 5,260.00	\$ 5,260.00
				SUBTOTAL	\$ 79,230.00
				10% CONTINGENCY	\$ 7,923.00
				TOTAL CONSTRUCTION COST	\$ 87,153.00
				28% LEAF ¹	\$ 24,402.84
				TOTAL PROJECT COST	\$ 111,555.84

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

BASIN EP-016c

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 4,000.00	\$ 4,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 10,180.00	\$ 10,180.00
3	EROSION CONTROL	LS	1	\$ 7,635.00	\$ 7,635.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	140	\$ 40.00	\$ 5,600.00
5	18" RCP, < 15' DEPTH	LF	509	\$ 60.00	\$ 30,540.00
6	18" RC FLARED END SECTION	EA	2	\$ 2,500.00	\$ 5,000.00
7	4' DIA. CONCRETE MANHOLE, < 5' DEPTH	EA	2	\$ 4,000.00	\$ 8,000.00
8	SCOUR PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
9	SITE RESTORATION	LS	1	\$ 5,090.00	\$ 5,090.00
COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN): 1) LEAF = City costs for Legal, Engineering, Administration, and Finance.				SUBTOTAL	
				\$ 77,045.00	
				10% CONTIGENCY	
				\$ 7,704.50	
				TOTAL CONSTRUCTION COST	
				\$ 84,749.50	
				28% LEAF ¹	
				\$ 23,729.86	
				TOTAL PROJECT COST	
				\$ 108,479.36	

BASIN EP-016a

EMERGENCY OVERFLOW CONCEPTUAL CONSTRUCTION COST ESTIMATE

ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY

3/30/17

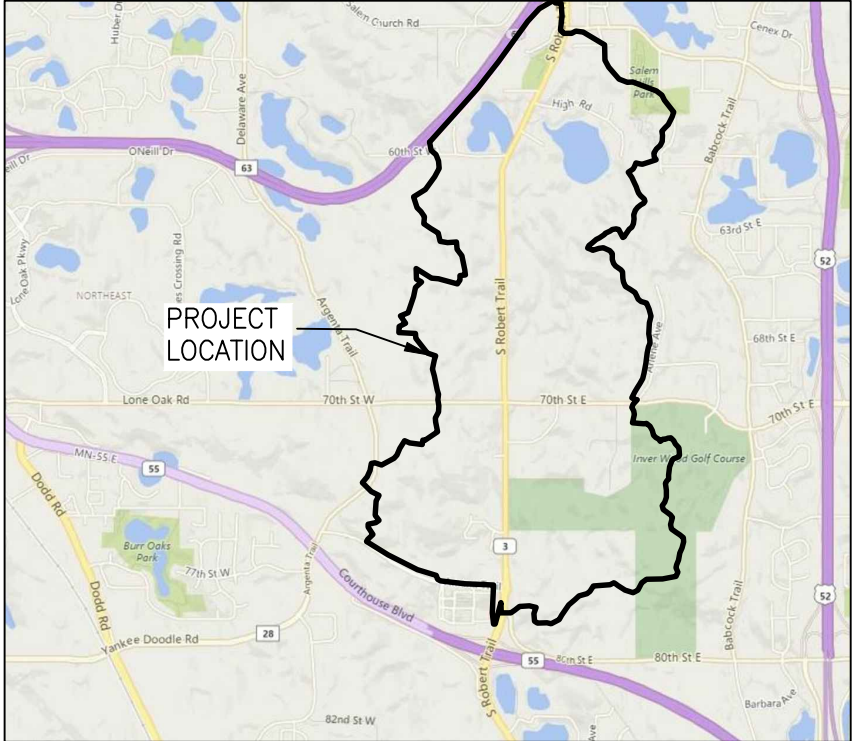
Item No.	Item Description	Units	Quantity	BASE BID	
				Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 4,000.00	\$ 4,000.00
2	CLEARING AND GRUBBING	LS	1	\$ 9,980.00	\$ 9,980.00
3	EROSION CONTROL	LS	1	\$ 7,485.00	\$ 7,485.00
4	GRANULAR FILTER MATERIAL - PIPE BEDDING	CY	140	\$ 40.00	\$ 5,600.00
5	18" RCP, < 15' DEPTH	LF	499	\$ 60.00	\$ 29,940.00
6	18" RC FLARED END SECTION	EA	2	\$ 2,500.00	\$ 5,000.00
7	4' DIA. CONCRETE MANHOLE, < 5' DEPTH	EA	1	\$ 4,000.00	\$ 4,000.00
8	4' DIA. CONCRETE MANHOLE, 5-10' DEPTH	EA	1	\$ 8,000.00	\$ 8,000.00
9	SCOUR PROTECTION	LS	1	\$ 1,000.00	\$ 1,000.00
10	SITE RESTORATION	LS	1	\$ 4,990.00	\$ 4,990.00
SUBTOTAL					\$ 79,995.00
10% CONTINGENCY					\$ 7,999.50
TOTAL CONSTRUCTION COST					\$ 87,994.50
28% LEAF ¹					\$ 24,638.46
TOTAL PROJECT COST					\$ 112,632.96

COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

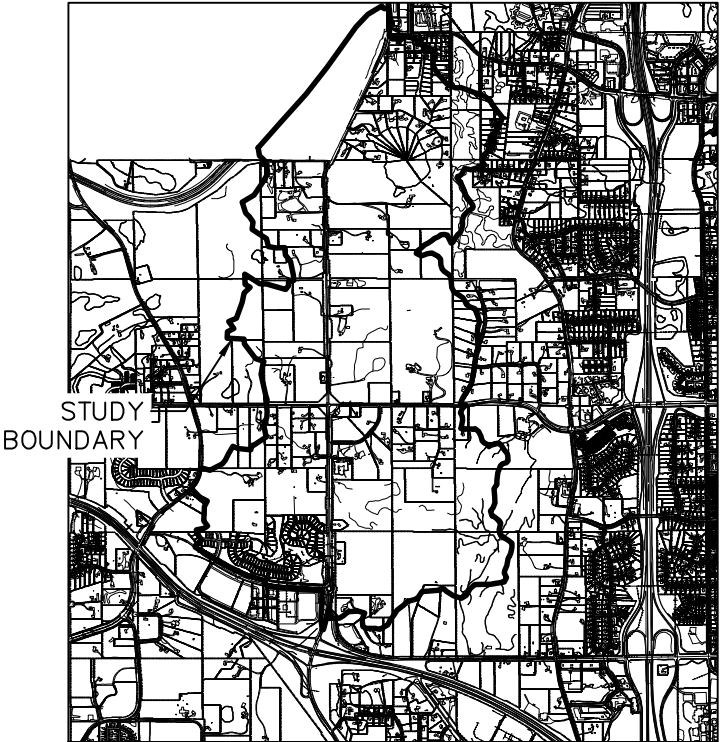
1) LEAF = City costs for Legal, Engineering, Administration, and Finance.

Plan and Profiles

CITY OF INVER GROVE HEIGHTS ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY



VICINITY MAP



PROJECT LOCATION MAP



SHEET INDEX	
SHEET	TITLE
G-101	TITLE AND INDEX SHEET
C-101	OVERFLOW PLAN OVERALL
C-102A	EA-011 TO EP-025c PLAN AND PROFILE OPTION A
C-102B	EA-011 TO EP-025b PLAN AND PROFILE OPTION B
C-103	EP-025b TO EP-025a PLAN AND PROFILE
C-104	EP-025c TO EP-025a PLAN AND PROFILE
C-105	EP-025a TO EP-027a PLAN AND PROFILE
C-106	EP-027a TO EP-036a PLAN AND PROFILE
C-107	EP-034 TO EP-036a, EP-035b TO EP-034 PLAN AND PROFILE
C-108	EP-036a TO SP-09 PLAN AND PROFILE (SHEET 1 OF 2)
C-109	EP-036a TO SP-09 PLAN AND PROFILE (SHEET 2 OF 2)
C-110	EP-038a TO EP-038b PLAN AND PROFILE
C-111	SP-9 TO SP-27a PLAN AND PROFILE
C-112	SOUTH AREA PLAN
C-113	EP-027e TO EP-027d PLAN AND PROFILE
C-114	EP-027d TO EP-027c PLAN AND PROFILE
C-115	EP-031a TO EP-027c PLAN AND PROFILE
C-116	EP-027i TO EP-027a PLAN AND PROFILE
C-117	EP-027f TO EP-027a PLAN AND PROFILE
C-118	EP-016e TO EP-016g PLAN AND PROFILE
C-119	EP-016g TO EP-016a PLAN AND PROFILE
C-120	EP-016c TO EP-016a PLAN AND PROFILE
C-121	EP-016a TO EP-013d PLAN AND PROFILE
C-801	DETAILS
C-802	DETAILS

2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17	
1	MODEL UPDATE	JVB	TES	02/17/17	
REV	REVISION DESCRIPTION	DWN	APP	REV DATE	

SEAL

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

**WENCK**
ASSOCIATES

Responsive partner. Exceptional outcomes.

PROJECT TITLE

**ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20**

CITY OF INVER GROVE HEIGHTS

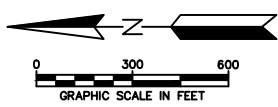
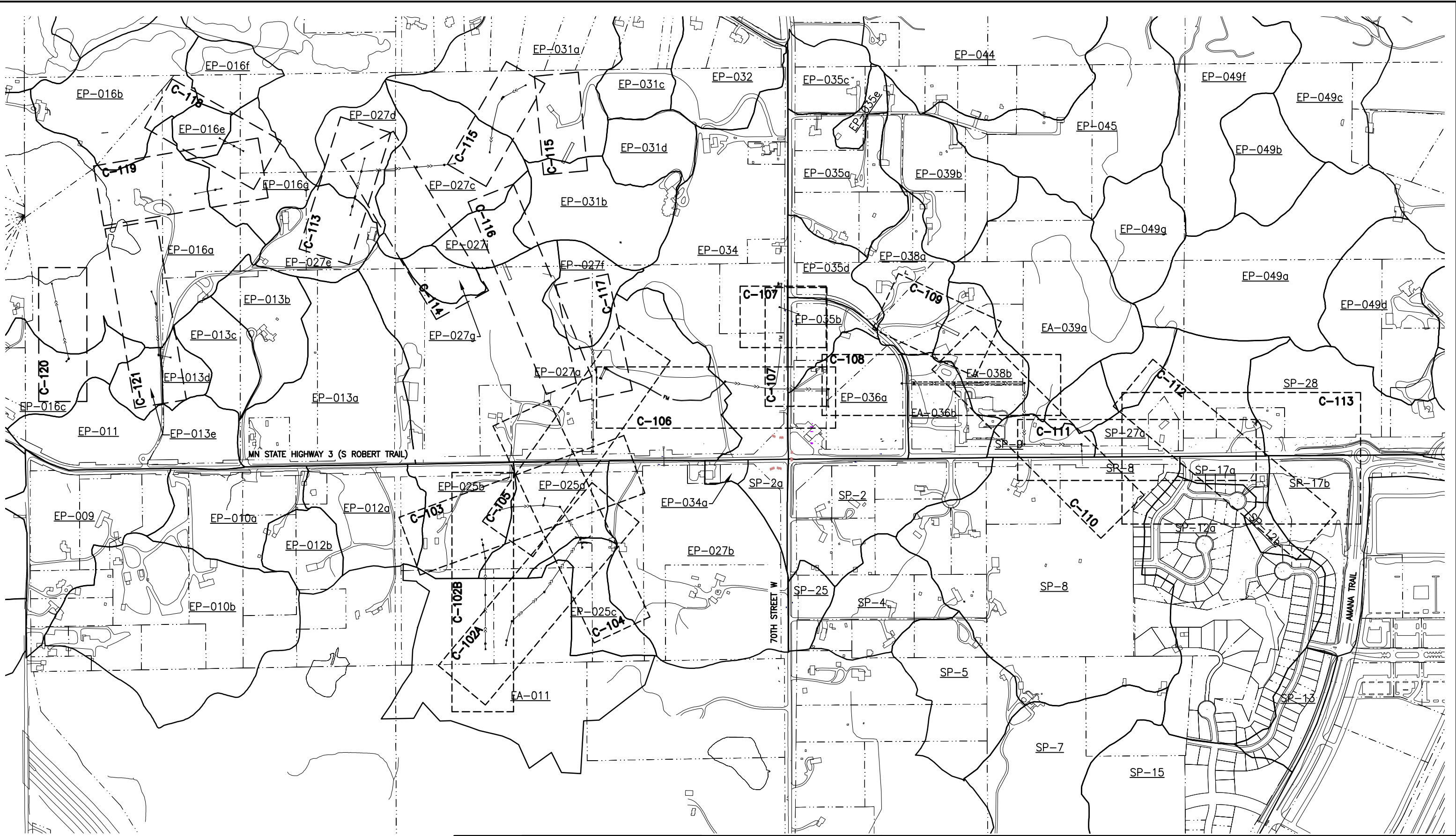
8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE

TITLE AND INDEX SHEET

DWN BY	CHK'D	APP'D	DWG DATE
JVB	TES	TES	JAN 2016
PROJECT NO.	SHEET NO.	SCALE	AS SHOWN
3619-0001	G-101		
			REV NO.
			2

Plot Date & Time: 3 April 2017 3:29 PM
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REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

SEAL

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

**WENCK**
ASSOCIATES

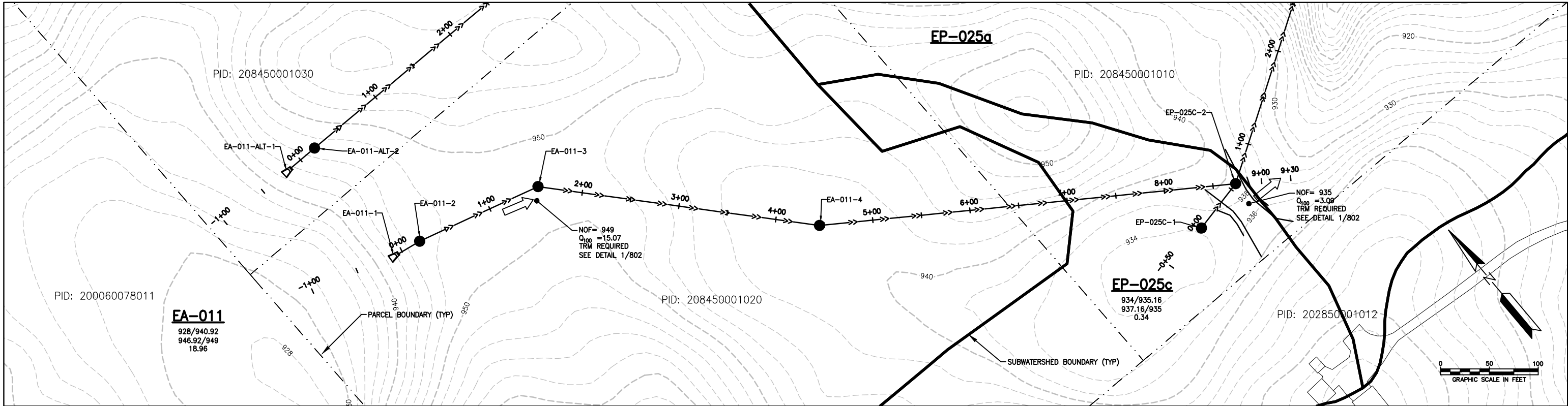
Responsive partner. Exceptional outcomes.

PROJECT TITLE
**ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20**

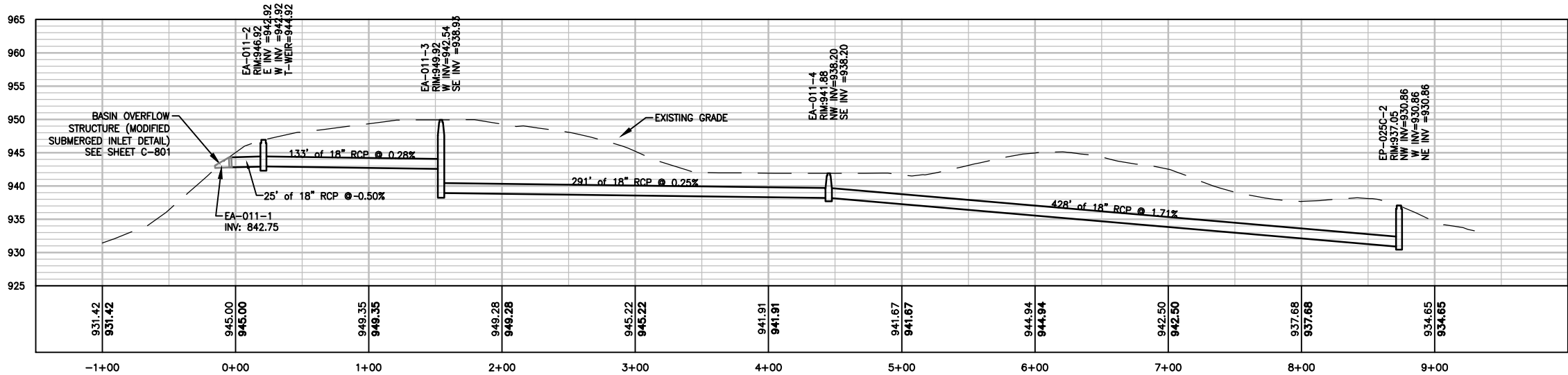
CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE OVERFLOW PLAN OVERALL			
DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
PROJECT NO. 3619-0001	SHEET NO. C-101	SCALE AS SHOWN	REV NO. 2



EA-011 TO EP-025c OPTION A



NOTES:
1. OPEN GRATES ON ALL
MANHOLES

LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NATURAL OVERFLOW
- RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

EA-011
NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

SEAL

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

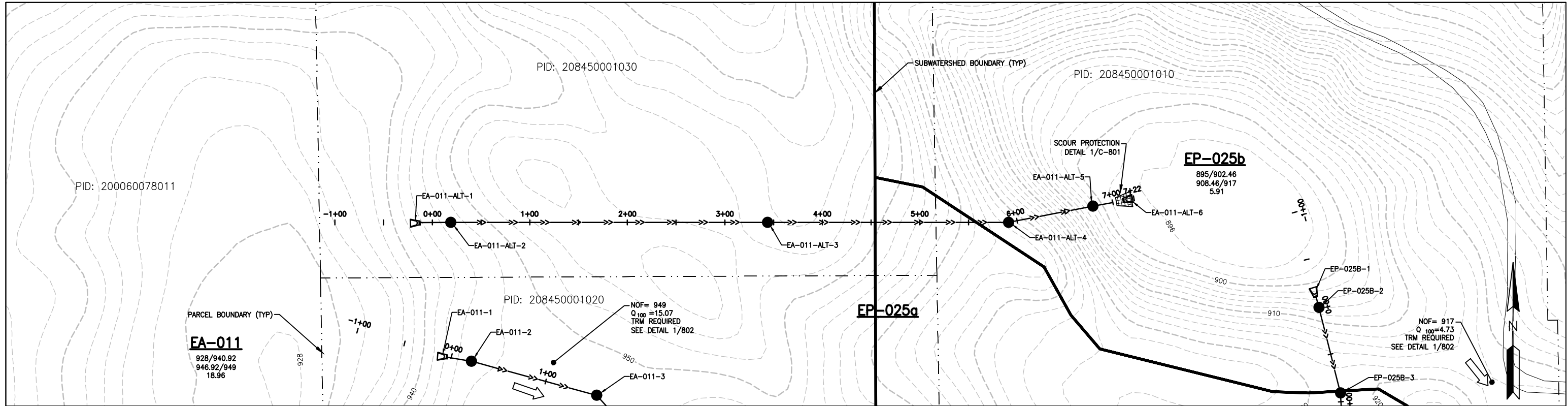
Responsive partner. Exceptional outcomes.

PROJECT TITLE
ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

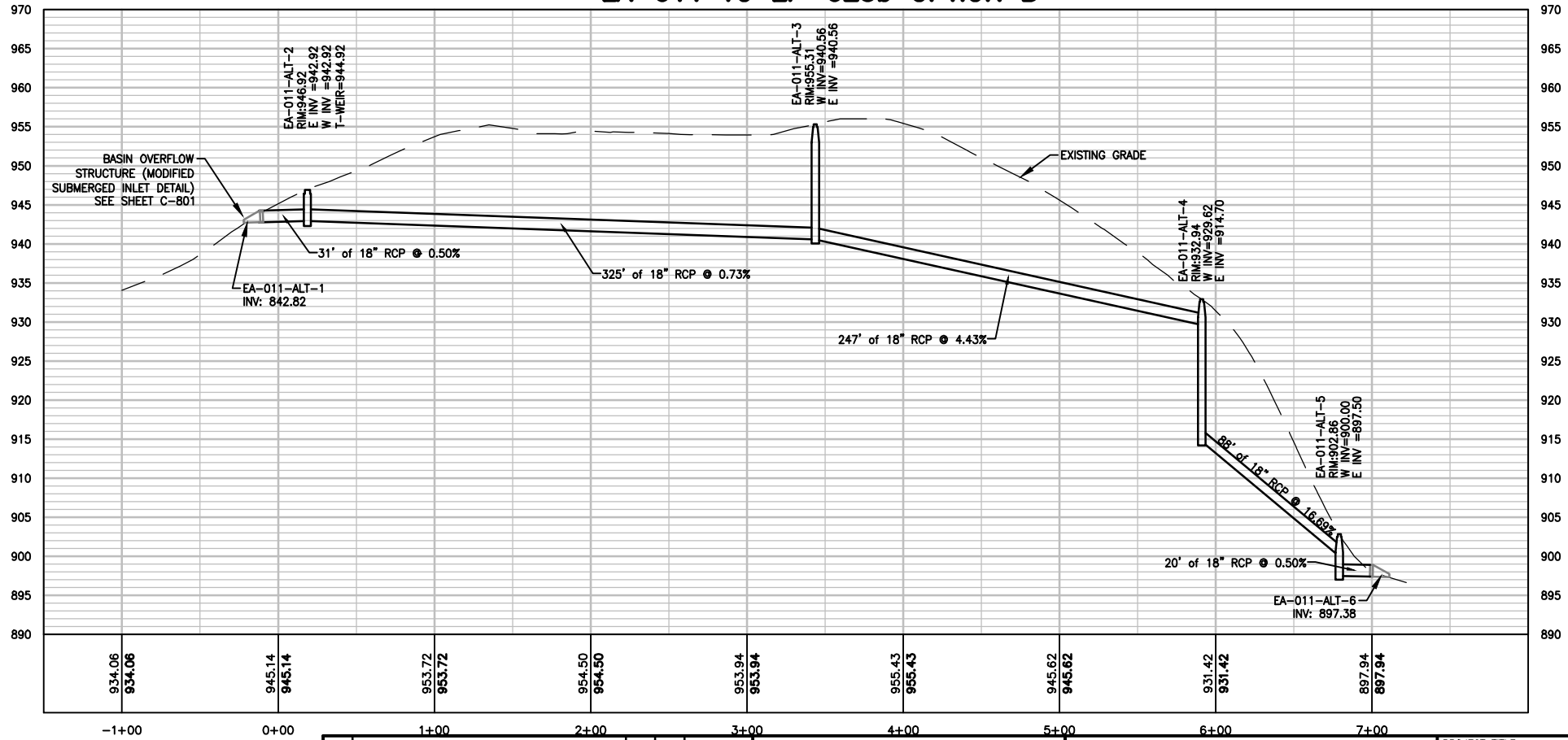
CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE			
EA-011 TO EP-025c PLAN AND PROFILE OPTION A			
DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
PROJECT NO. 3619-0001	SHEET NO. C-102A	SCALE AS SHOWN	REV NO. 2



EA-011 TO EP-025b OPTION B



- NOTES:
1. INSTALL SCOUR PLATE IN EA-011-ALT-4 AND EA-011-ALT-5
 2. INSTALL SEEPAGE COLLARS AND TIE PIPES BETWEEN EA-011-ALT-3 AND EA-011-ALT-5
 3. OPEN GRATES ON ALL MANHOLES

LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NATURAL OVERFLOW
- RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

EA-011
NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

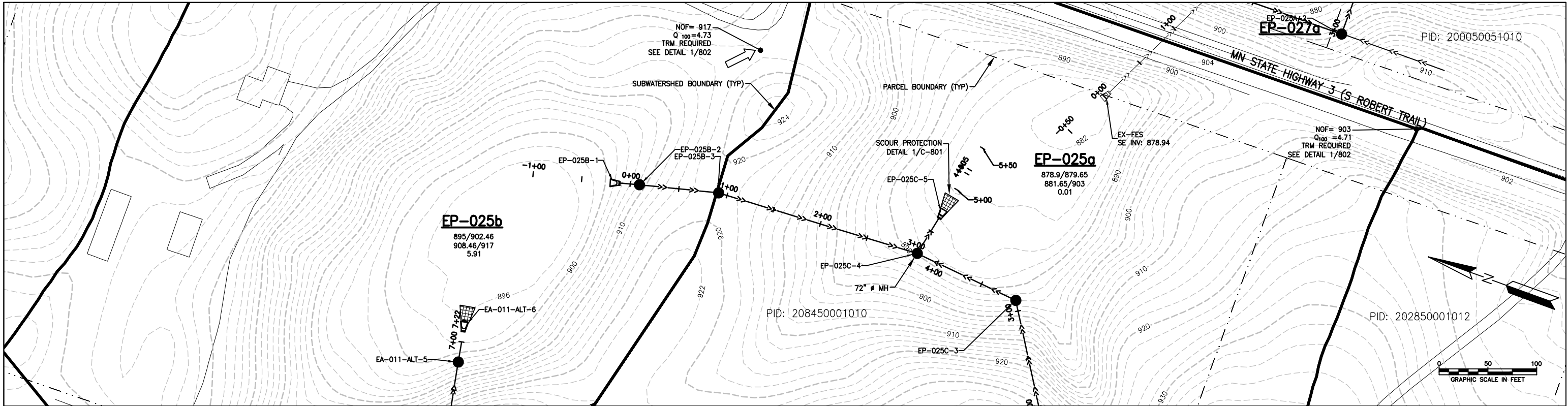
Responsive partner. Exceptional outcomes.

PROJECT TITLE
ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

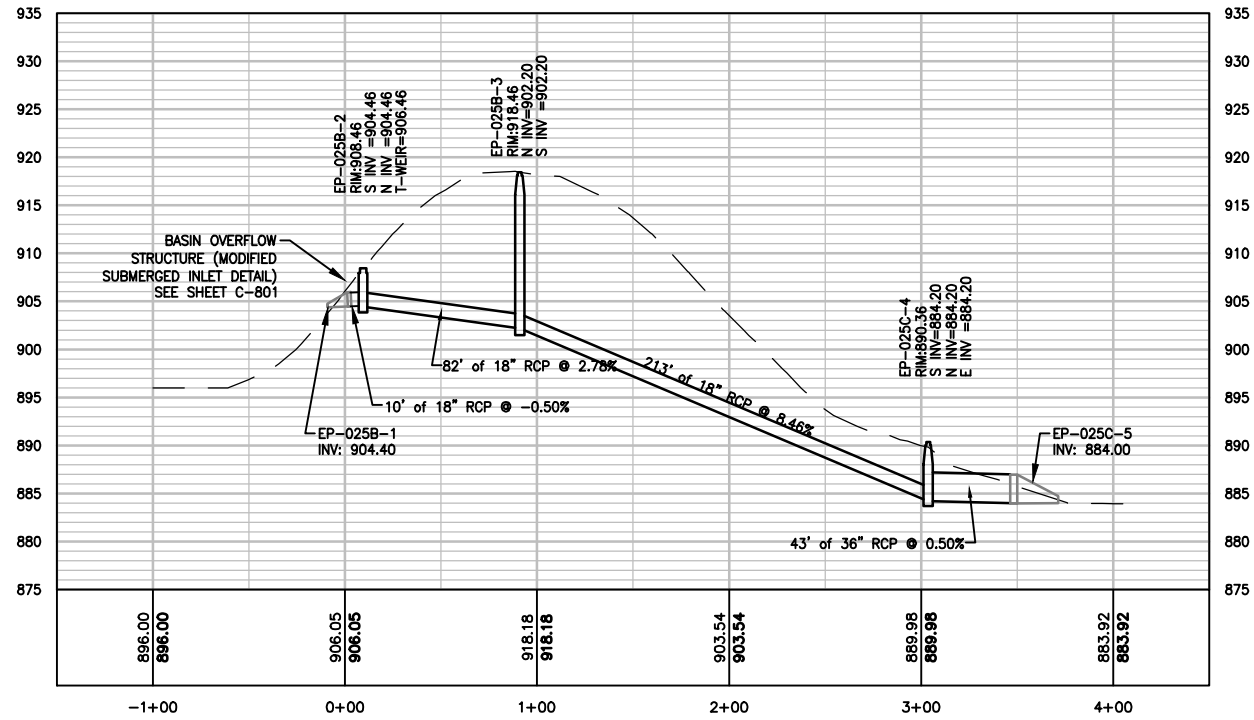
CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE			
EA-011 TO EP-025b PLAN AND PROFILE OPTION B			
DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
PROJECT NO. 3619-0001	SHEET NO. C-102B	SCALE AS SHOWN	REV NO. 2



EP-025b TO EP-025a



- NOTES:
1. INSTALL SCOUR PLATE IN EP-025C-4
 2. TIE ALL PIPE AND INSTALL SEEPAGE COLLARS ON PIPE BETWEEN EP-025B-3 AND EP-025C-4
 3. OPEN GRATES ON ALL MANHOLES.

LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NATURAL OVERFLOW RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

EA-011

NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

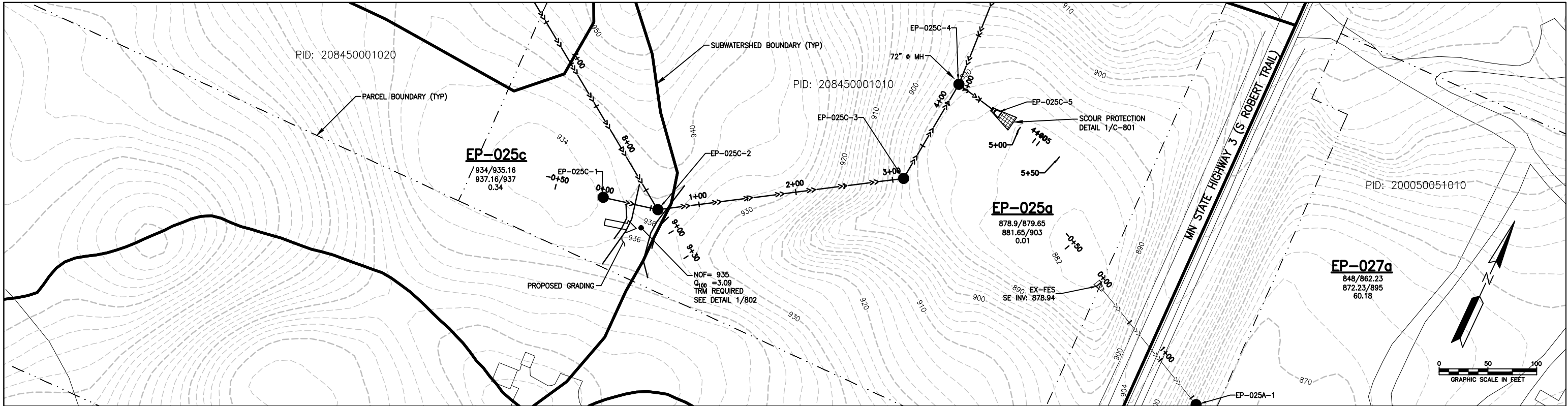
NOT FOR
CONSTRUCTION

PRIME CONSULTANT

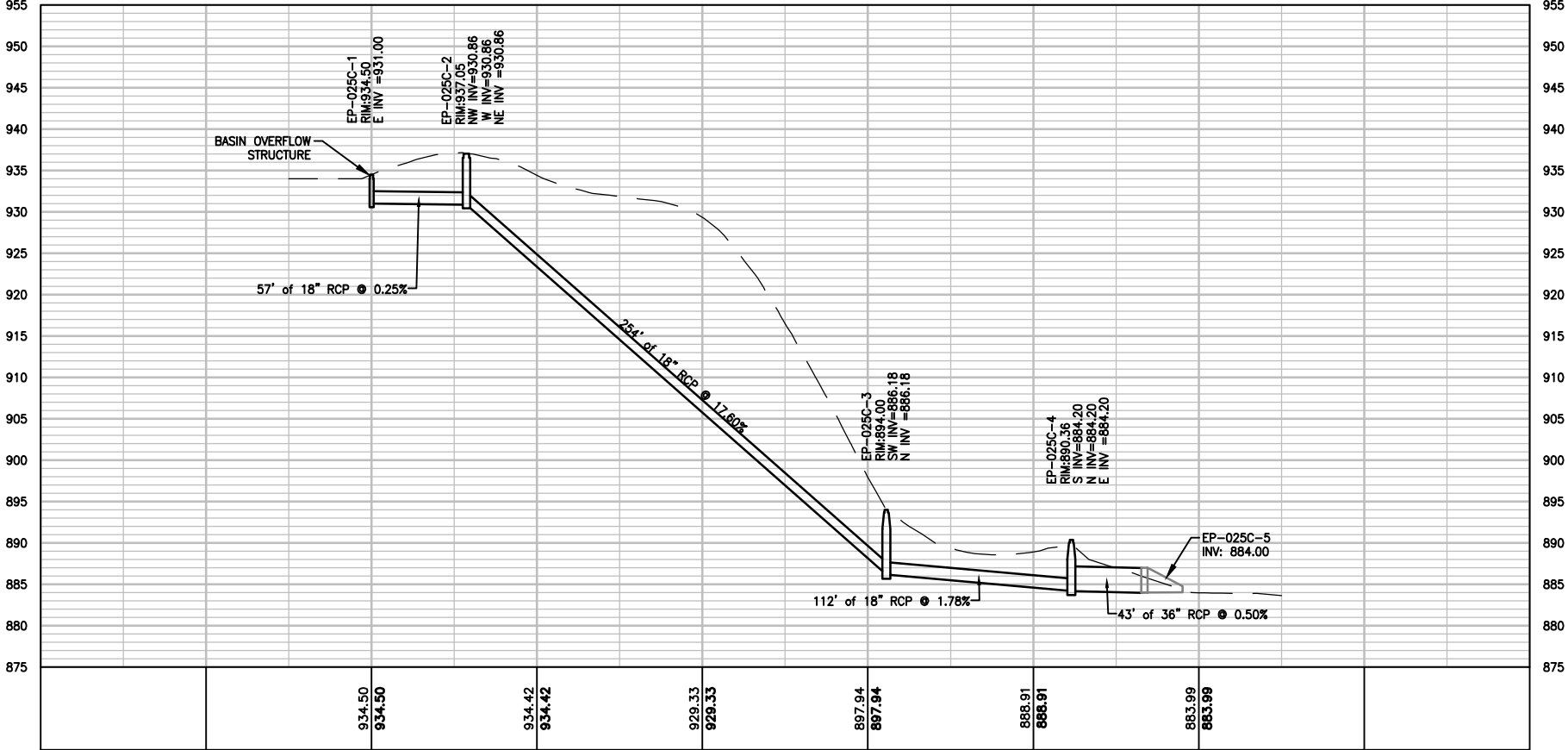
WENCK ASSOCIATES

Responsive partner. Exceptional outcomes.

PROJECT TITLE		SHEET TITLE	
ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY C.P. 2015-20		EP-025b TO EP-025a PLAN AND PROFILE	
CITY OF INVER GROVE HEIGHTS		DWN BY JVB	
8150 BARBARA AVE INVER GROVE HEIGHTS, MN 55077		CHK'D TES	
		APP'D TES	
		DWG DATE JAN 2016	
		SCALE AS SHOWN	
		PROJECT NO. 3619-0001	
		SHEET NO. C-103	
		REV NO. 2	



EP-025c TO EP-025a



- NOTES:
1. INSTALL SCOUR PLATE IN EP-025c-3.
 2. TIE ALL PIPE JOINTS AND INSTALL SEEPAGE COLLARS ON PIPE BETWEEN EP-025c-2 AND EP-025c-3.
 3. OPEN GRATES ON ALL MANHOLES.

LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NOF
- NATURAL OVERFLOW
- RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

EA-011

NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

Responsive partner. Exceptional outcomes.

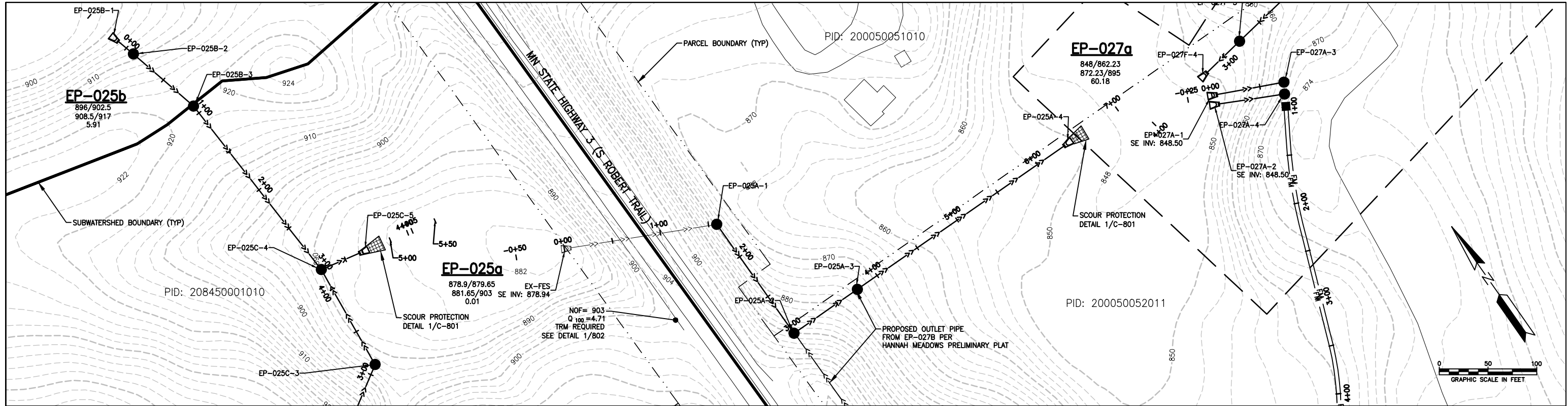
PROJECT TITLE

ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

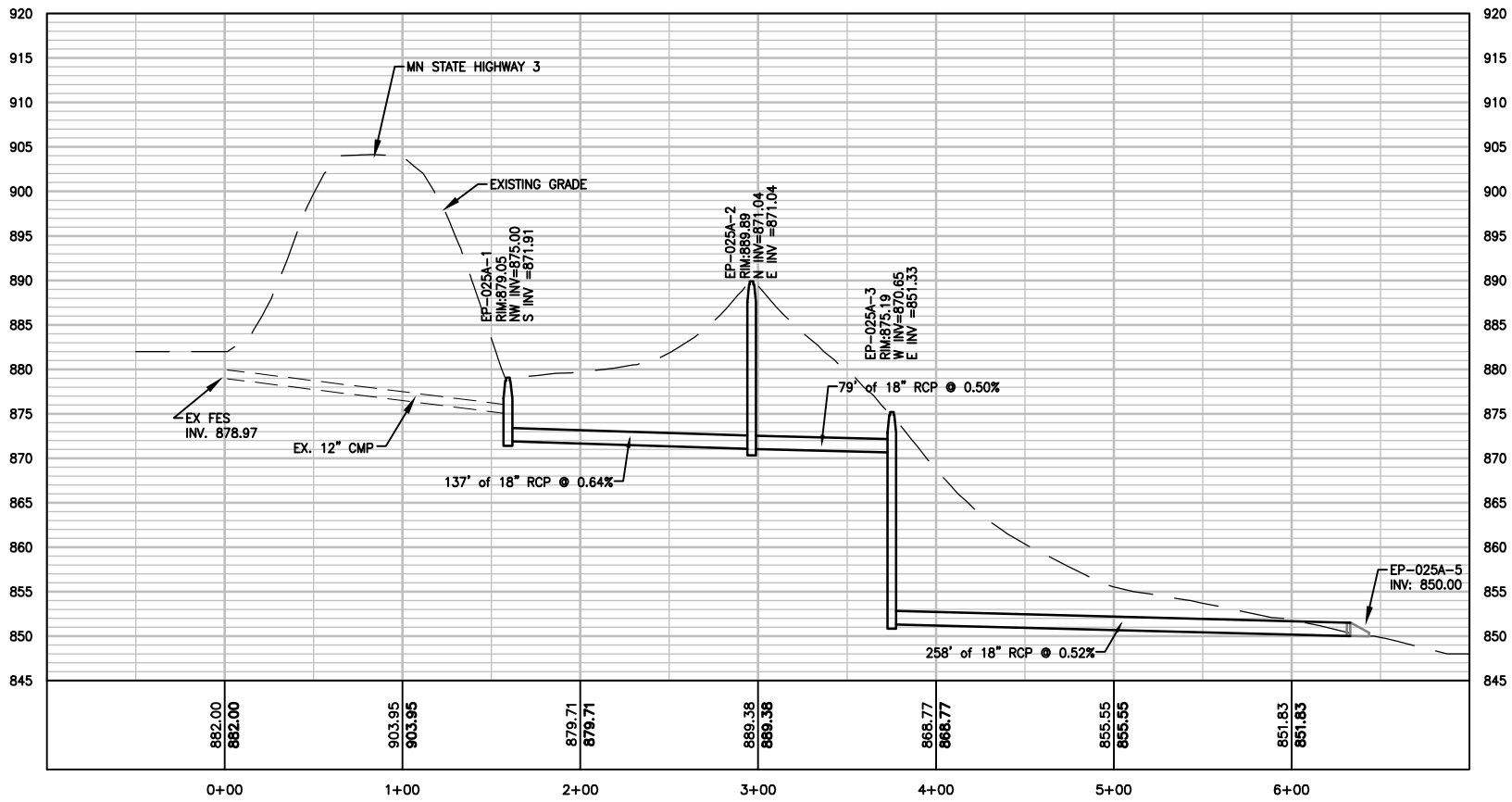
CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE			
EP-025c TO EP-025a PLAN AND PROFILE			
DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
PROJECT NO. 3619-0001	SHEET NO. C-104	SCALE AS SHOWN	REV NO. 2



EP-025a TO EP-027a



- NOTES:
1. INSTALL SCOUR PLATE IN EP-025A-3
 2. COORDINATE INSTALLATION WITH HANNAH MEADOWS PIPE.
 3. OPEN GRATES ON MANHOLES.

LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NATURAL OVERFLOW RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

EA-011
NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

Responsive partner. Exceptional outcomes.

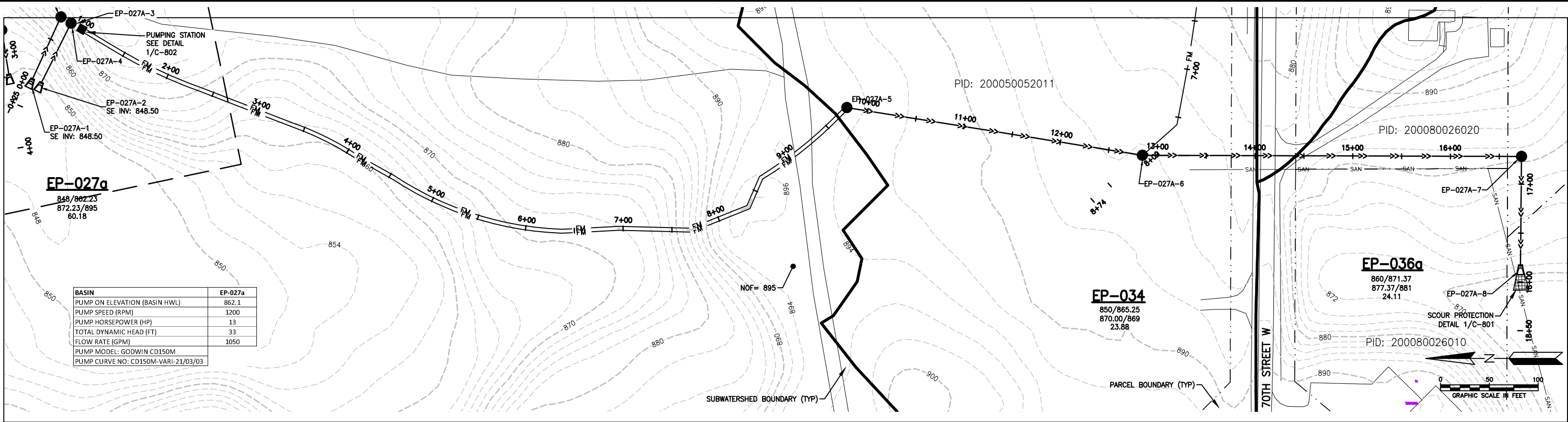
PROJECT TITLE
ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

CITY OF INVER GROVE HEIGHTS

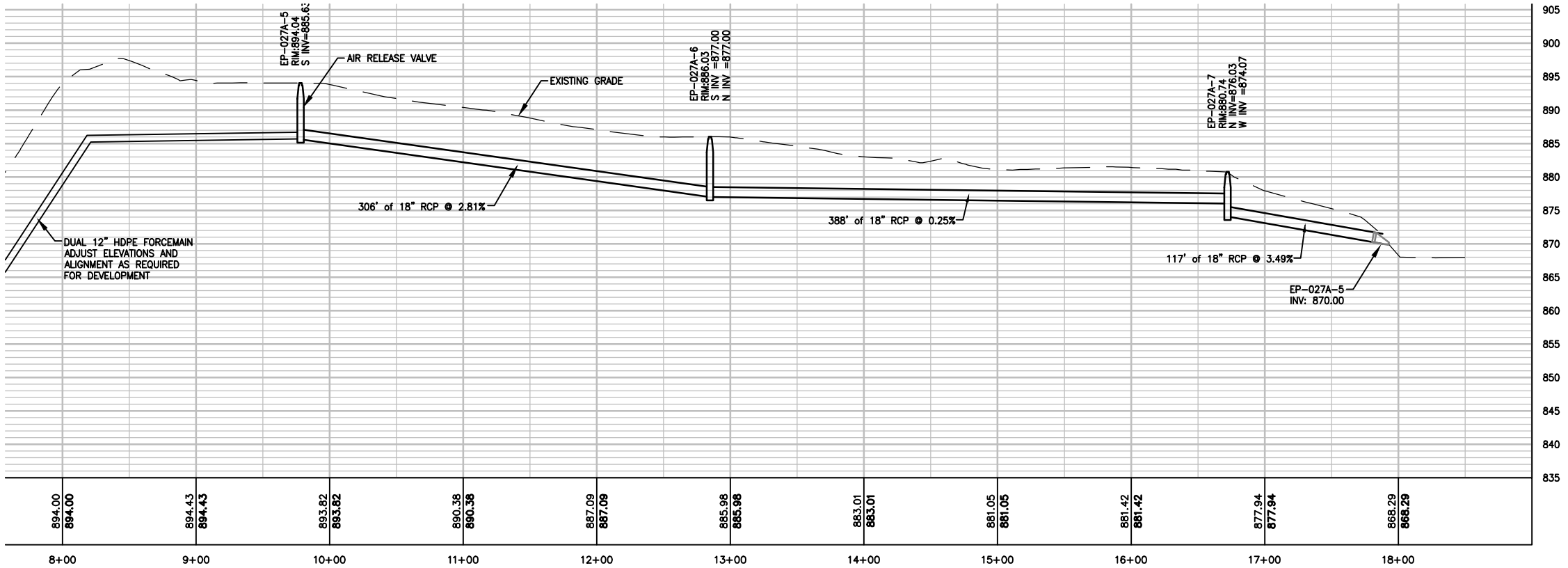
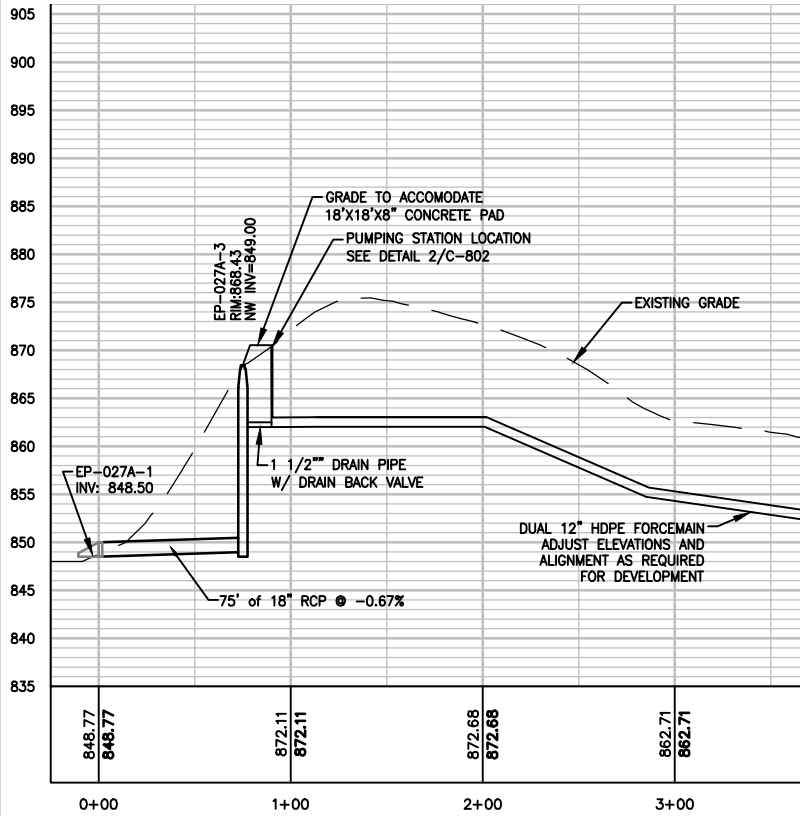
8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE EP-025a TO EP-027a PLAN AND PROFILE			
DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
PROJECT NO. 3619-0001	SHEET NO. C-105	SCALE AS SHOWN	REV NO. 2

Plot Date & Time: 31 March 2017 7:12 AM



EP-027a TO EP-036a



LEGEND:

- STORM SEWER PIPE
OVERLAND FLOW DIRECTION
FLARED END SECTION
STORM MANHOLE/CONTROL STRUCTURE
NOF
Q₁₀₀
BASIN/CATCHMENT NAME
NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
MAXIMUM STORAGE VOLUME (AC-FT)
- FA-011**
NA/937.91
943.0/949
11.2

NOTE:
1. OPEN GRATES ON ALL MANHOLES

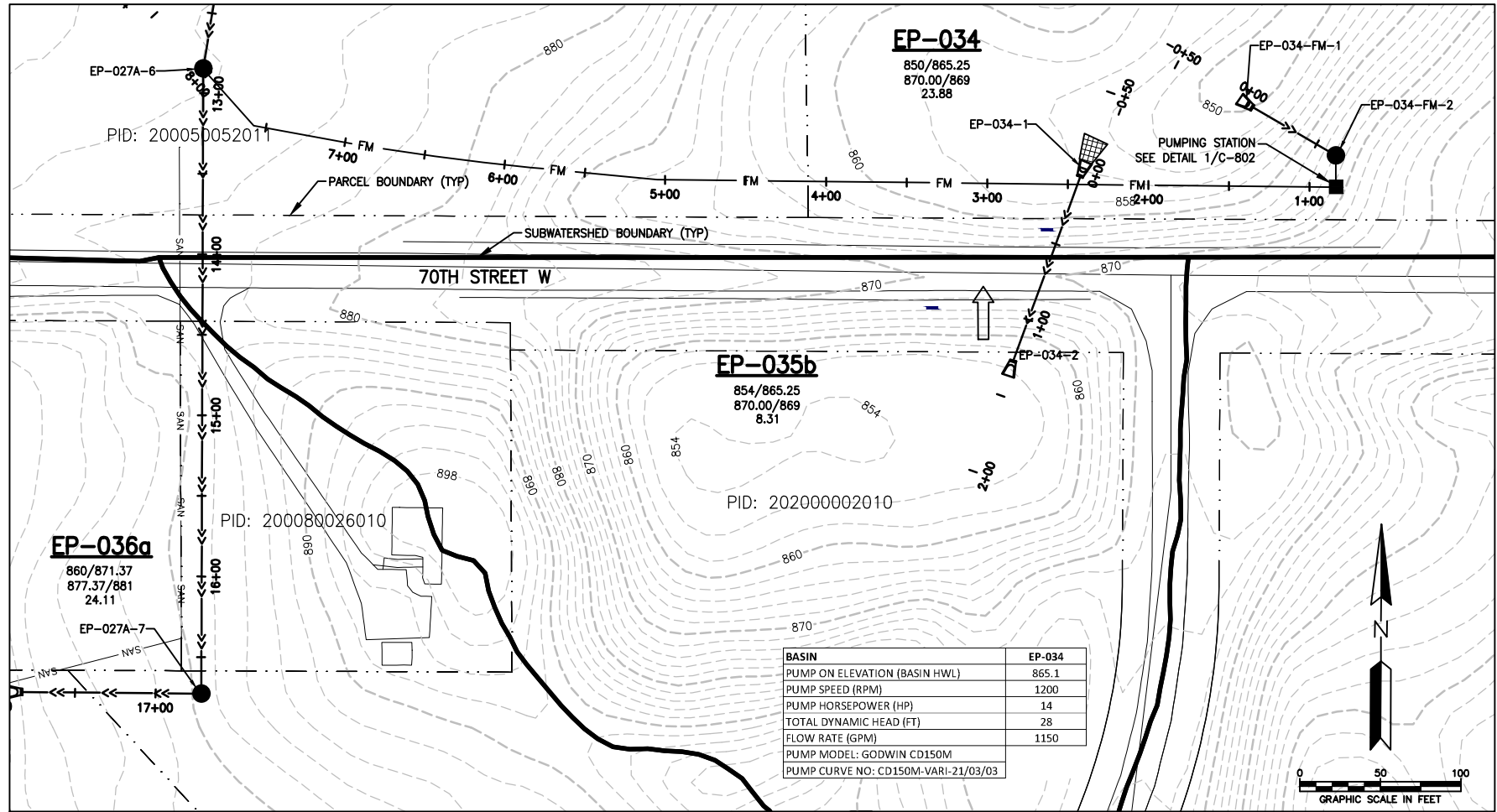
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1	MODEL UPDATE	JVB	TES	02/17/17

NOT FOR
CONSTRUCTION

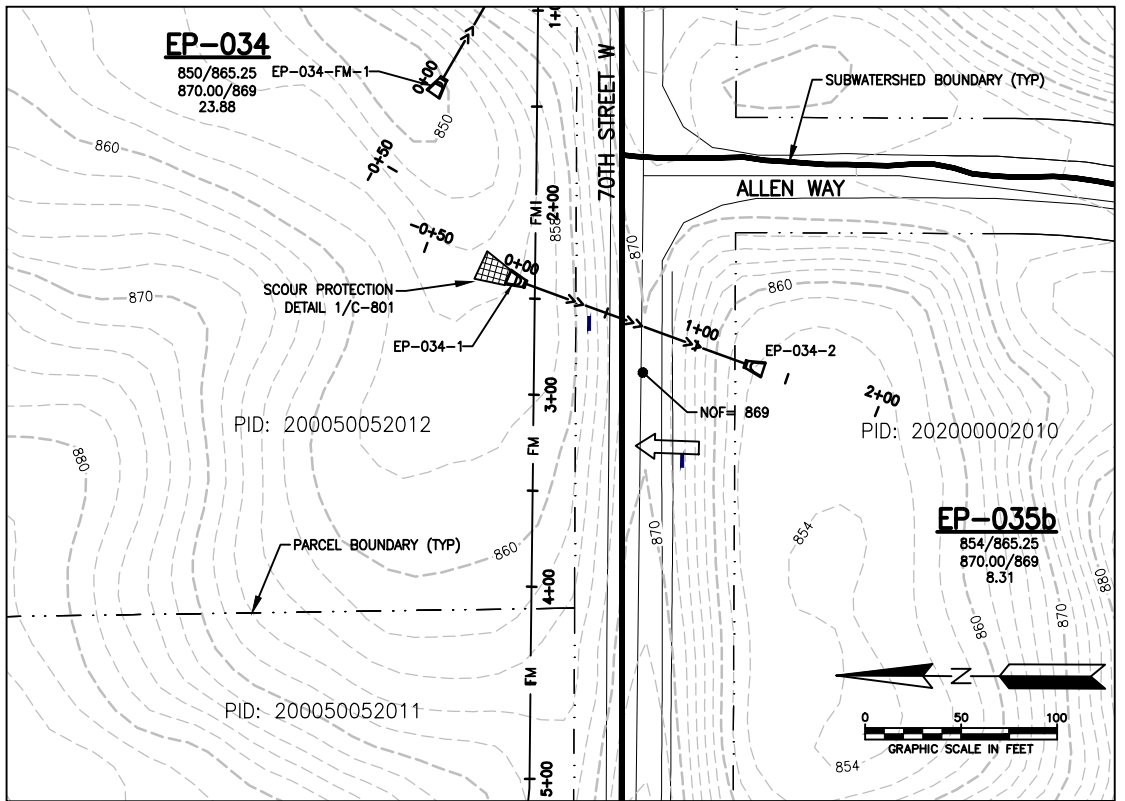
PRIME CONSULTANT
WENCK
ASSOCIATES
Responsive partner. Exceptional outcomes.

PROJECT TITLE
ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20
CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

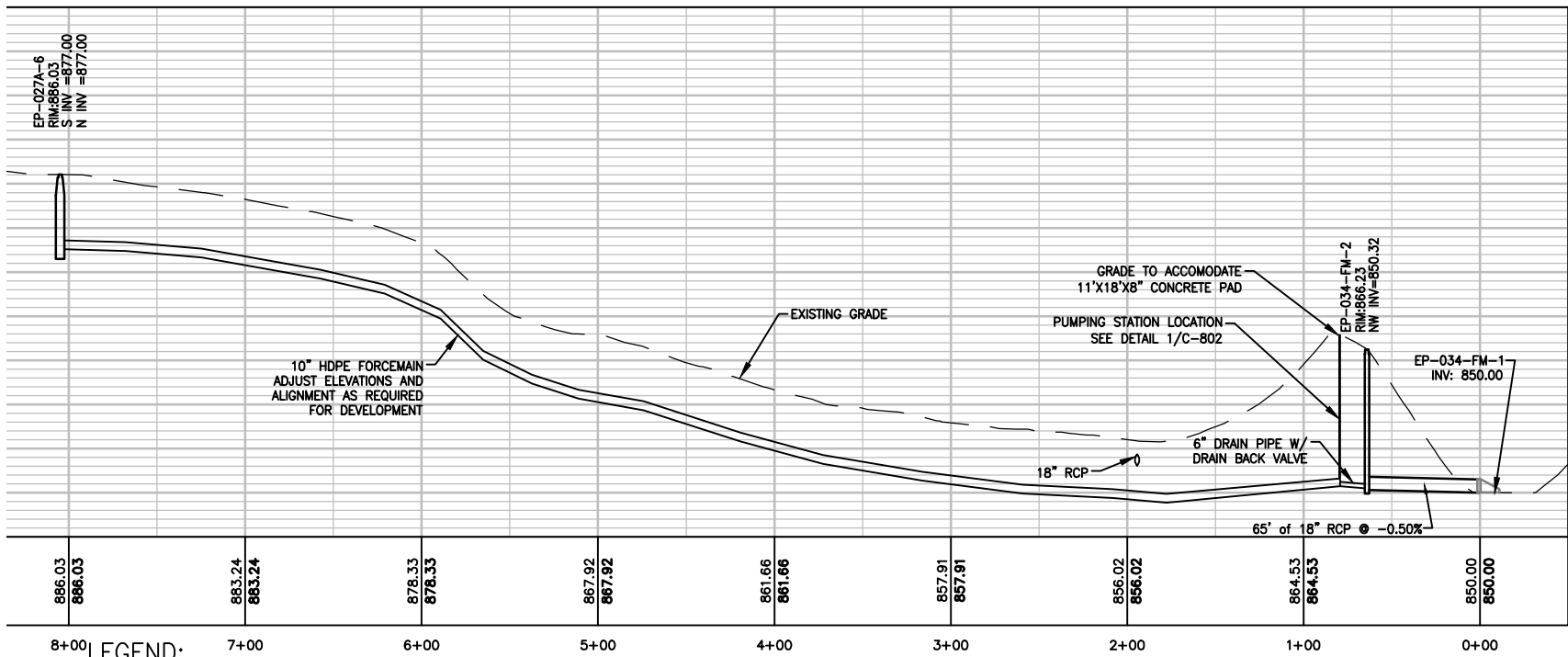
SHEET TITLE
EP-027a TO EP-036a
PLAN AND PROFILE
DWN BY JVB
CHK'D TES
APP'D TES
DWG DATE JAN 2016
SCALE AS SHOWN
PROJECT NO. 3619-0001
SHEET NO. C-106
REV NO. 2



EP-034 TO EP-036a



EP-035b TO EP-034



LEGEND:

- STORM SEWER PIPE
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NATURAL OVERFLOW
- RUNOFF FROM 10-DAY SNOWMELT

EA-011

NA/937.91
943.0/949
11.2

BASIN/CATCHMENT NAME

NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
MAXIMUM STORAGE VOLUME (AC-FT)

NOTE:
1. OPEN GRATES ON ALL MANHOLES

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

SEAL

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

Responsive partner. Exceptional outcomes.

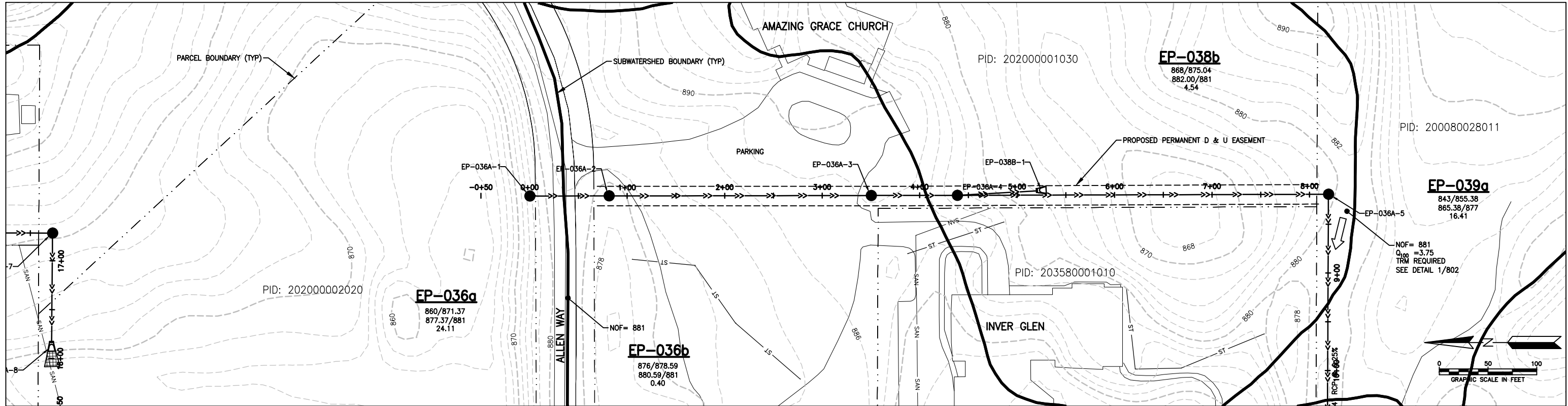
PROJECT TITLE
ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

CITY OF INVER GROVE HEIGHTS

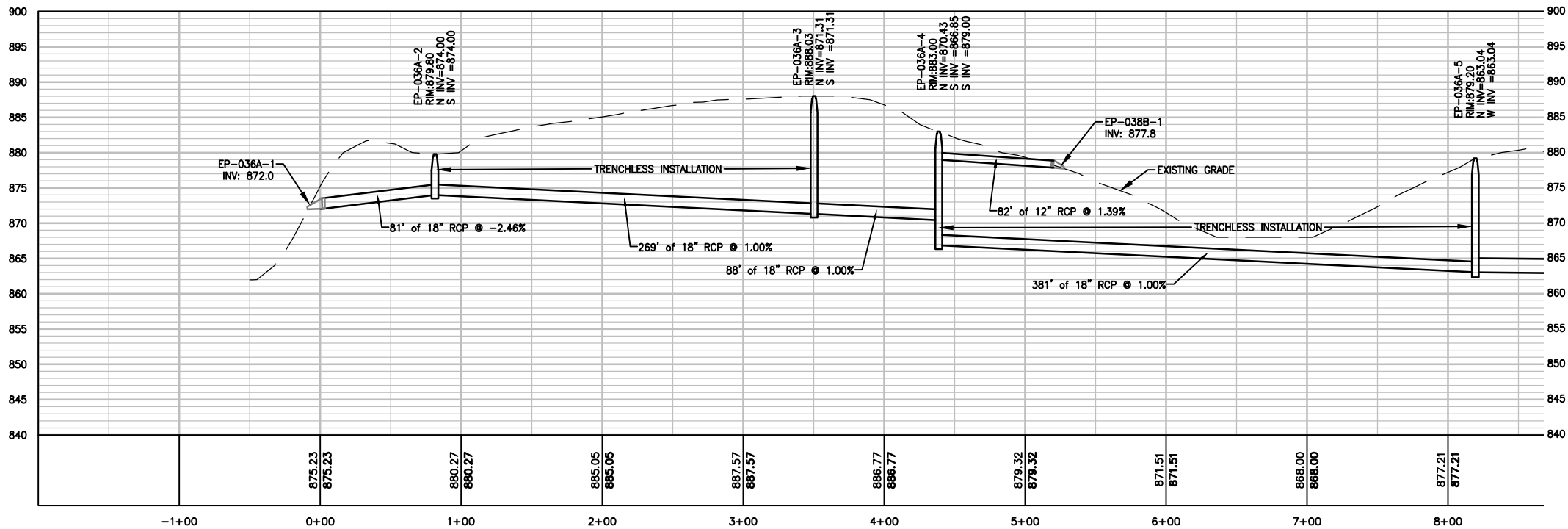
8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE
EP-034 TO EP-036a
EP-035b TO EP-034
PLAN AND PROFILE

DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
PROJECT NO. 3619-0001	SHEET NO. C-107	SCALE AS SHOWN	REV NO. 2



EP-036a TO SP-9



- NOTES:
1. OPEN GRATES ON MANHOLES.
 2. TRENCHLESS PIPE INSTALLATION

LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NOF
- Q_{100}
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

FA-011

NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

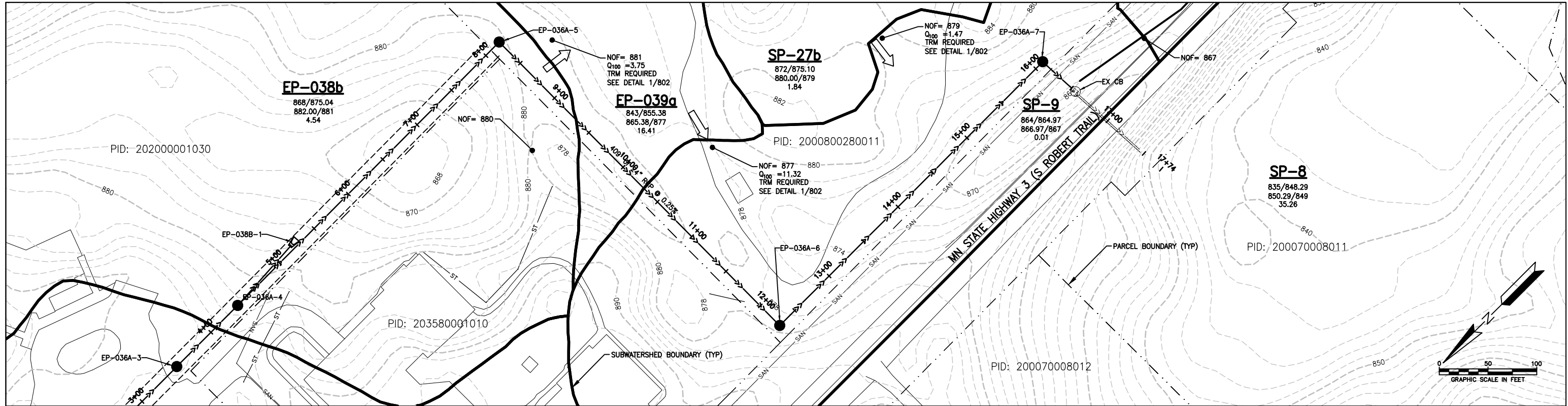
Responsive partner. Exceptional outcomes.

PROJECT TITLE
**ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20**

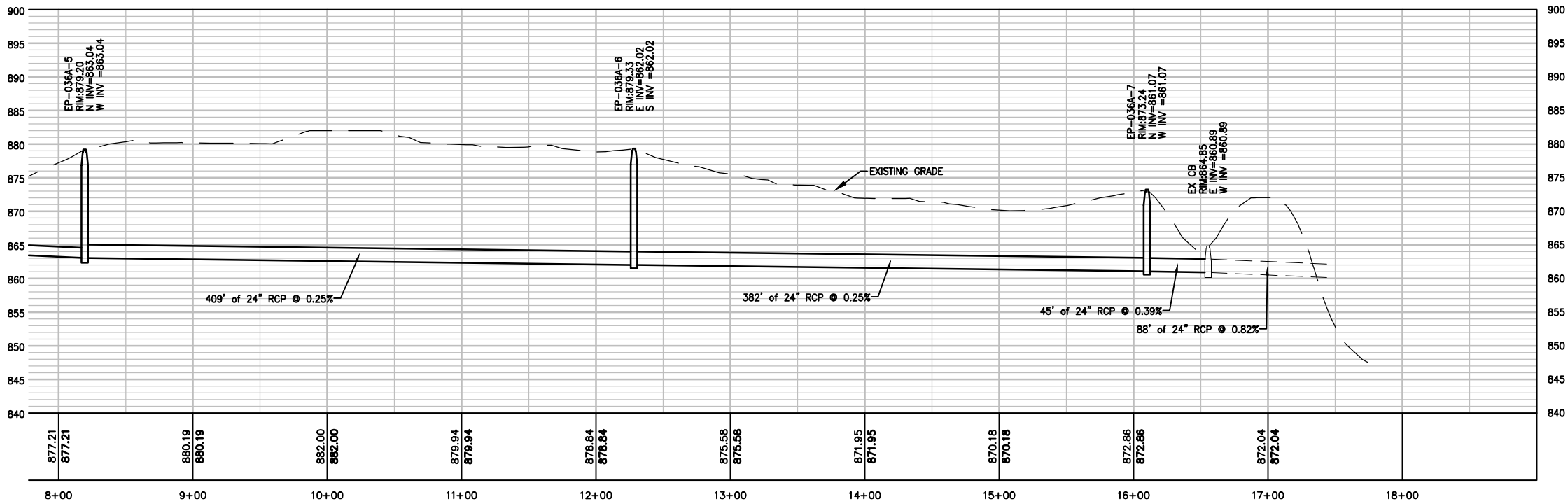
CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE			
EP-036a TO SP-9 PLAN AND PROFILE (SHEET 1 OF 2)			
DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
PROJECT NO. 3619-0001	SHEET NO. C-108	SCALE AS SHOWN	REV NO. 2



EP-036a TO SP-9



NOTES:
1. OPEN GRATES ON ALL
MANHOLES.

LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NOF
- NATURAL OVERFLOW
- Q₁₀₀
- RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

EA-011

NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

SEAL

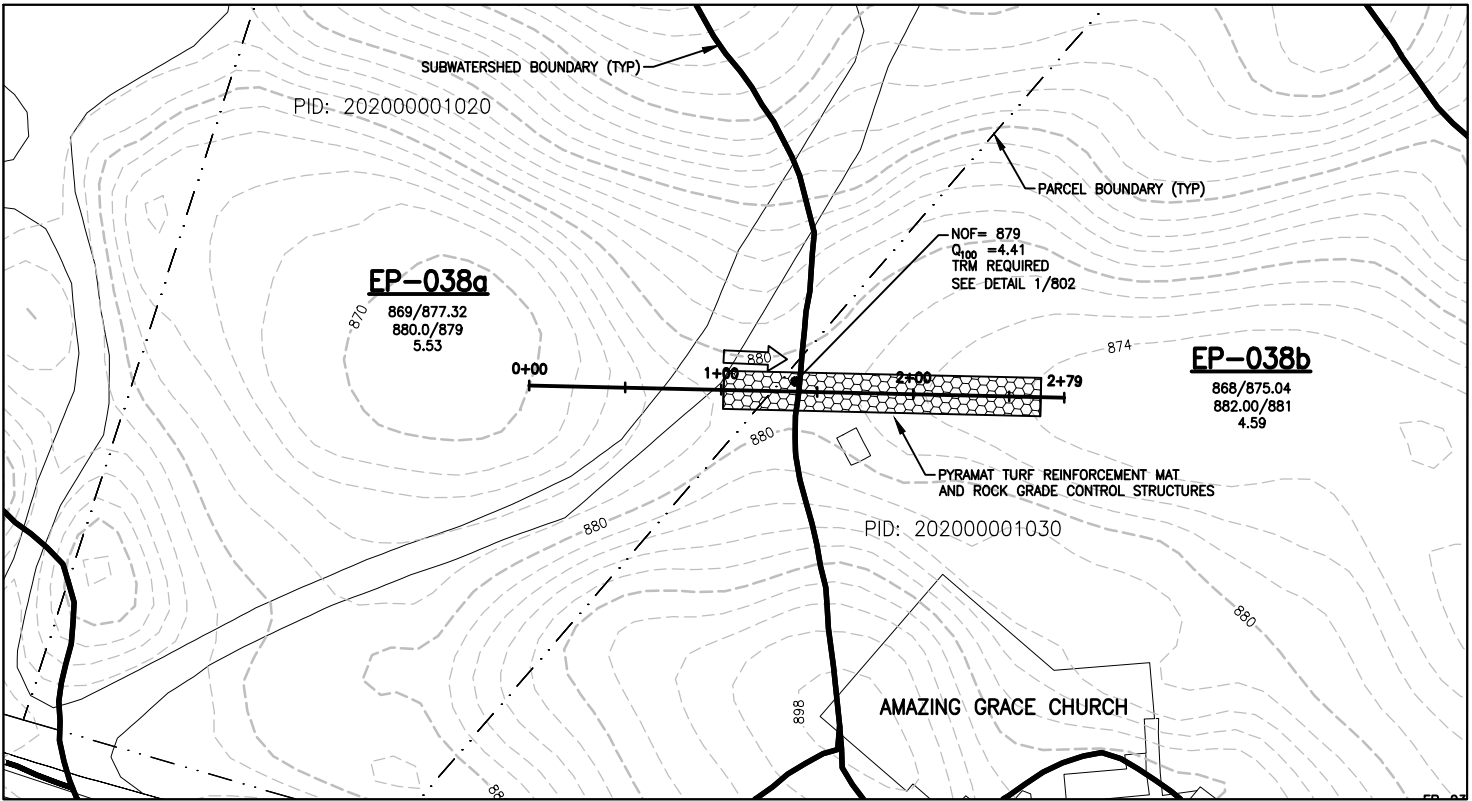
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CONSTRUCTION

PRIME CONSULTANT

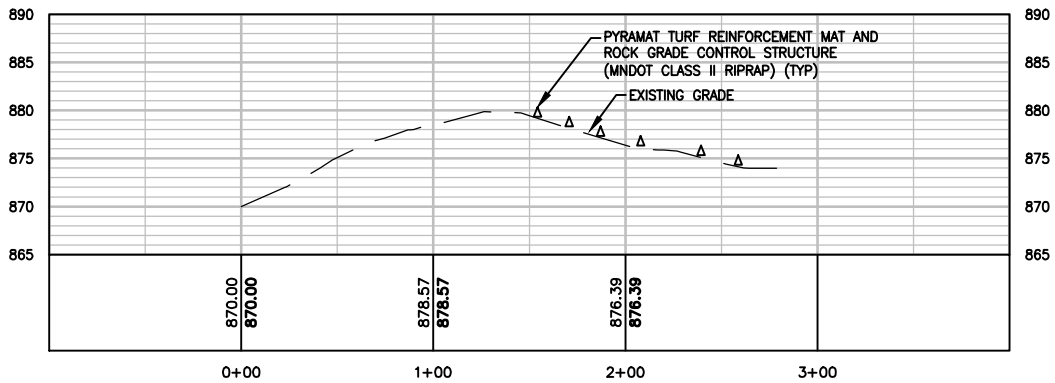
WENCK
ASSOCIATES

Responsive partner. Exceptional outcomes.

PROJECT TITLE ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY C.P. 2015-20				SHEET TITLE EP-036a TO SP-9 PLAN AND PROFILE (SHEET 2 OF 2)			
CITY OF INVER GROVE HEIGHTS		8150 BARBARA AVE INVER GROVE HEIGHTS, MN 55077		DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
PROJECT NO. 3619-0001		SHEET NO. C-109		SCALE AS SHOWN		REV NO. 2	



EP-038a TO EP-038b



LEGEND:

>>

STORM SEWER PIPE

OVERLAND FLOW DIRECTION

FLARED END SECTION

STORM MANHOLE/CONTROL STRUCTURE

NATURAL OVERFLOW

NATURAL OVERFLOW [LFE/NOF]

NOF

Q₁₀₀

EA-011

NA/937.91

943.0/949

11.2

BASIN/CATCHMENT NAME

NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]

LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]

MAXIMUM STORAGE VOLUME (AC-FT)

2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17	
1	MODEL UPDATE	JVB	TES	02/17/17	
REV	REVISION DESCRIPTION	DWN	APP	REV DATE	

SEAL

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK

ASSOCIATES

Responsive partner. Exceptional outcomes.

PROJECT TITLE

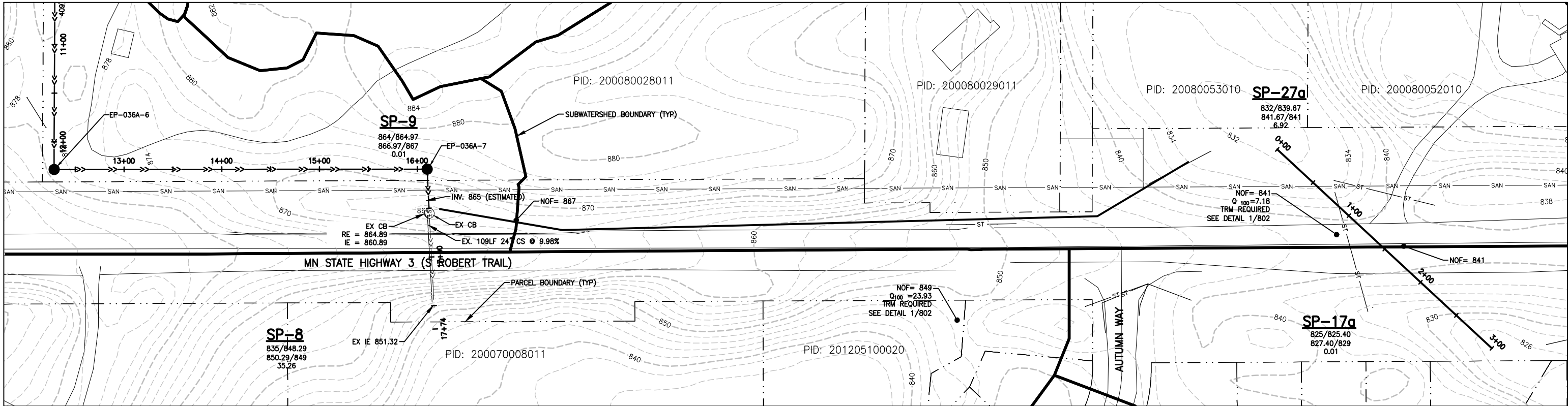
ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

CITY OF INVER GROVE HEIGHTS

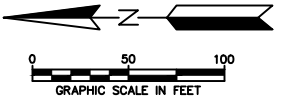
8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE			
EP-038a TO EP-038b PLAN AND PROFILE			
DWN BY	CHK'D	APP'D	DWG DATE
JVB	TES	TES	JAN 2016
PROJECT NO.		SHEET NO.	
3619-0001		C-110	
REV NO.			2

Plot Date & Time: 3 April 2017 7:12 AM
\\sbs101\cadd\cadd\phase 1.dwg



SP-9 TO SP-27a



LEGEND:

- STORM SEWER PIPE
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NATURAL OVERFLOW
- RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

EA-011
NA/937.91
943.0/949
11.2

2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17	
1	MODEL UPDATE	JVB	TES	02/17/17	
REV	REVISION DESCRIPTION	DWN	APP	REV DATE	

SEAL

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

**WENCK**
ASSOCIATES

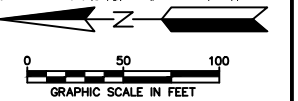
Responsive partner. Exceptional outcomes.

PROJECT TITLE
ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE SP-9 TO SP-27a PLAN AND PROFILE			
DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
PROJECT NO. 3619-0001	SHEET NO. C-111	SCALE AS SHOWN	REV NO. 2





 NOF

 Q₁₀₀

EA-011

 NA/937.91

 943.0/949

 11.2

2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

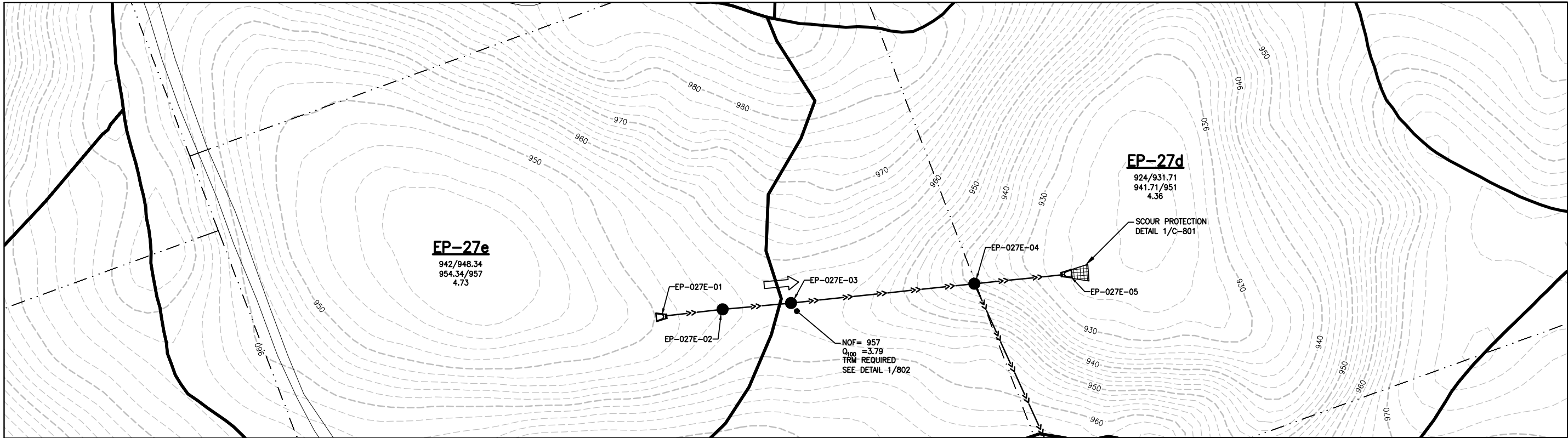
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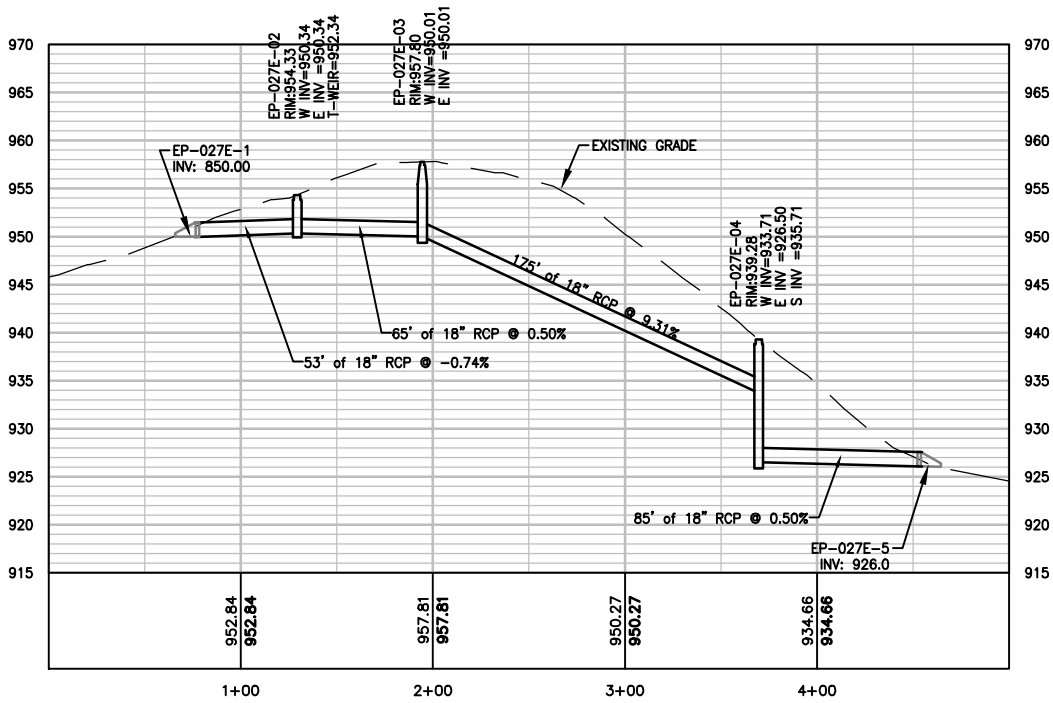
Responsive partner. Exceptional outcome.

PROJECT TITLE	ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY C.P. 2015-20
CITY OF INVER GROVE HEIGHTS	
	8150 BARBARA AVE INVER GROVE HEIGHTS, MN 55077

SHEET TITLE			
SOUTH AREA PLAN			
DWN BY	CHK'D	APP'D	DWG DATE
JVB	TES	TES	JAN 2016
		SCALE AS SHOWN	
PROJECT NO.		SHEET NO.	
3619-0001		C-112	
		REV NO.	
		2	



EP-027e TO EP-027d



- NOTES:
1. OPEN GRATES ON ALL MANHOLES
 2. INSTALL SCOUR PLATE IN EP-027E-4.
 3. INSTALL SEEPAGE COLLARS AND TIE PIPES BETWEEN EP-027E-3 AND EP-027E-4

LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NATURAL OVERFLOW
- RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)
- EA-011**
NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

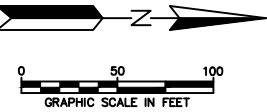
Responsive partner. Exceptional outcomes.

PROJECT TITLE
**ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20**

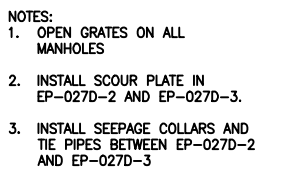
CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE EP-027e TO EP-027d PLAN AND PROFILE			
DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
PROJECT NO. 3619-0001	SHEET NO. C-113	SCALE AS SHOWN	REV NO. 2



EP-027d TO EP-027c



LEGEND:

- | | |
|---|---|
|  | STORM SEWER PIPE |
|  | OVERLAND FLOW DIRECTION |
|  | FLARED END SECTION |
|  | STORM MANHOLE/CONTROL STRUCTURE |
|  | NATURAL OVERFLOW |
| NOF | RUNOFF FROM 10-DAY SNOWMELT |
| Q ₁₀₀ | BASIN/CATCHMENT NAME |
| <u>EA-011</u> | |
| NA/937.1 | NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL] |
| 943.0/949 | LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF] |
| 11.2 | MAXIMUM STORAGE VOLUME (AC-FT) |

2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAR

NOT FOR
CONSTRUCTION

PRIME CONSULTANT



Responsive partner. Exceptional outcomes.

PROJECT TITLE	
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PROJECT TITLE
ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

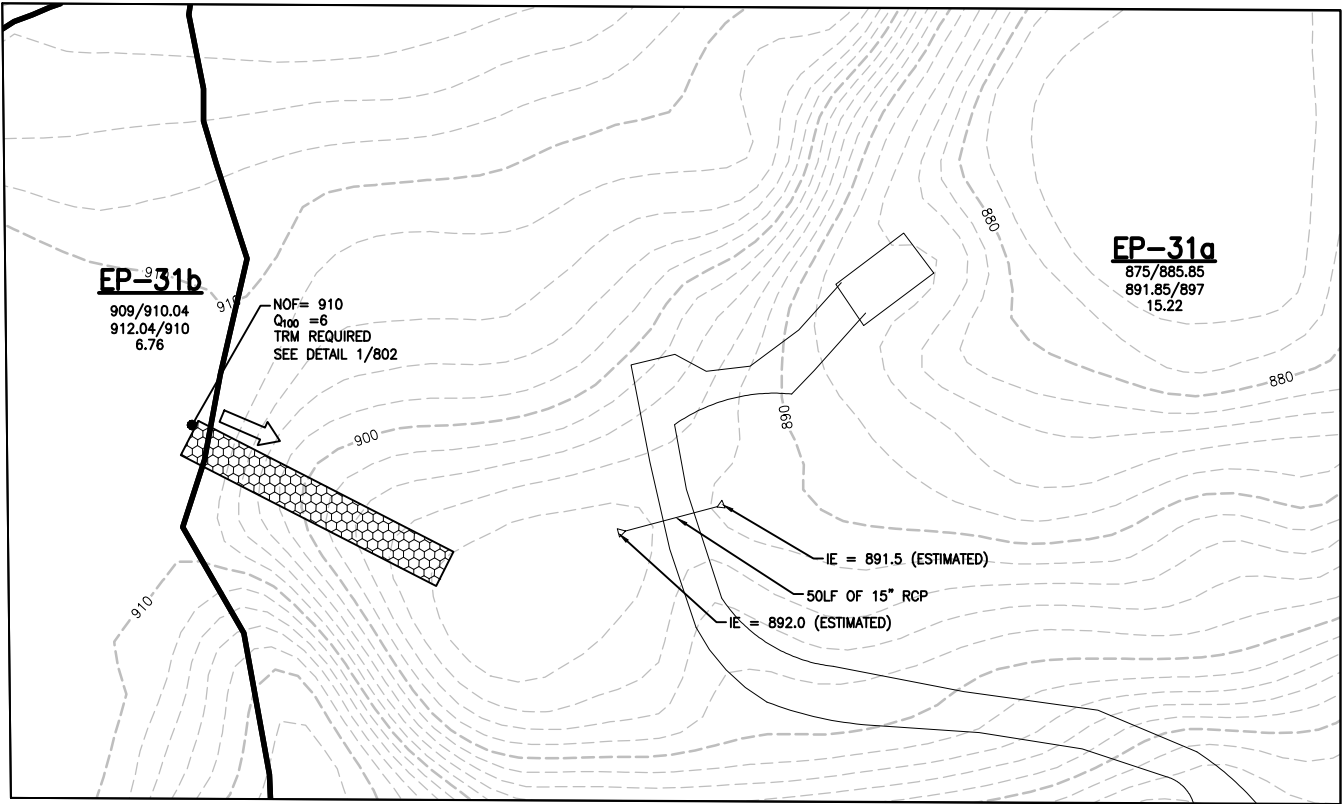
CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

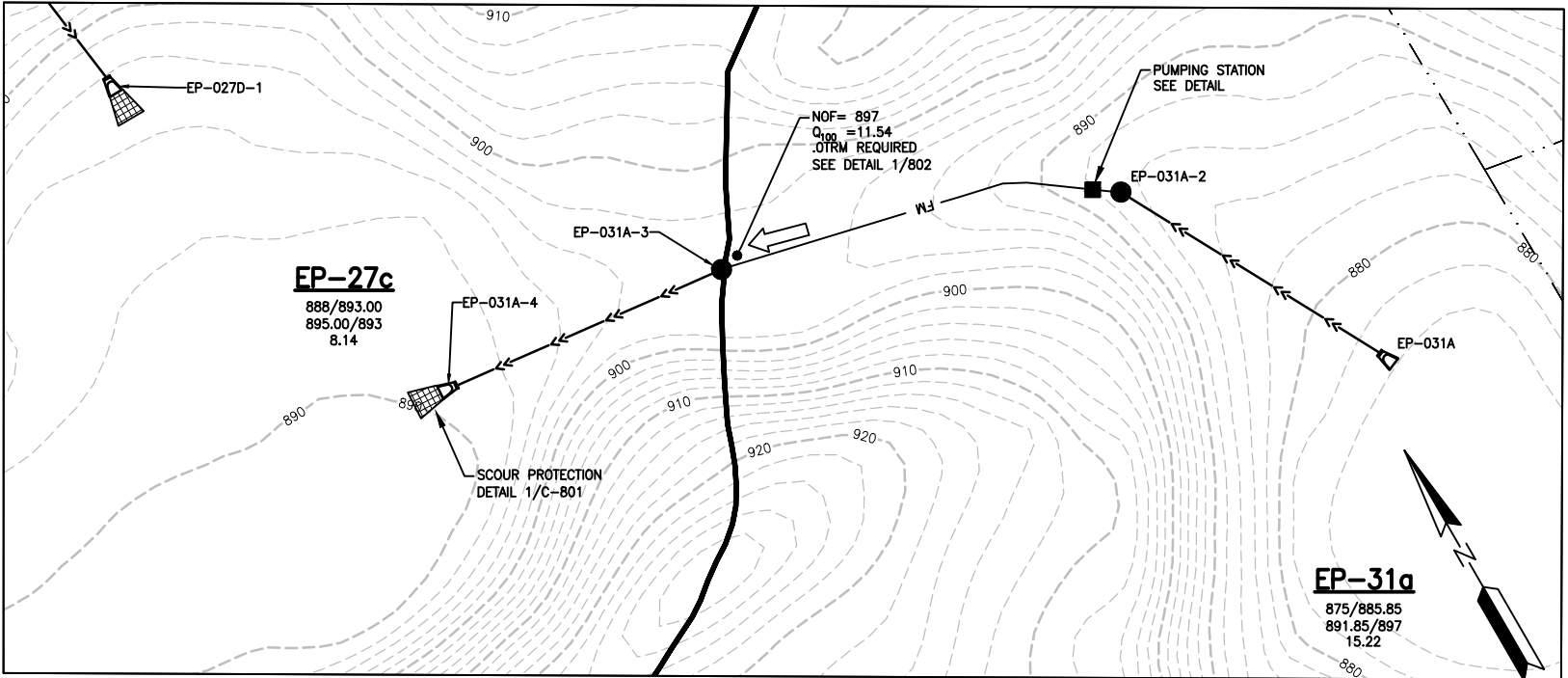
SHEET TITLE

EP-027d TO EP-027c
PLAN AND PROFILE

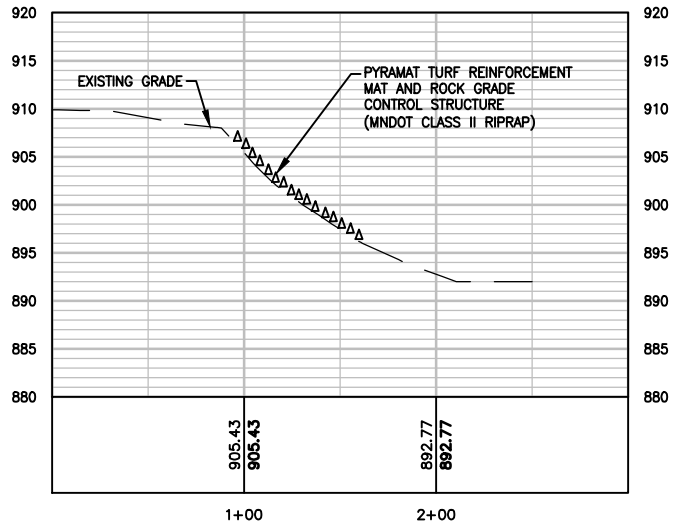
DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
			SCALE AS SHOWN
PROJECT NO. 3619-0001		SHEET NO. C-114	
		REV NO. 2	



EP-31b TO EP-031a

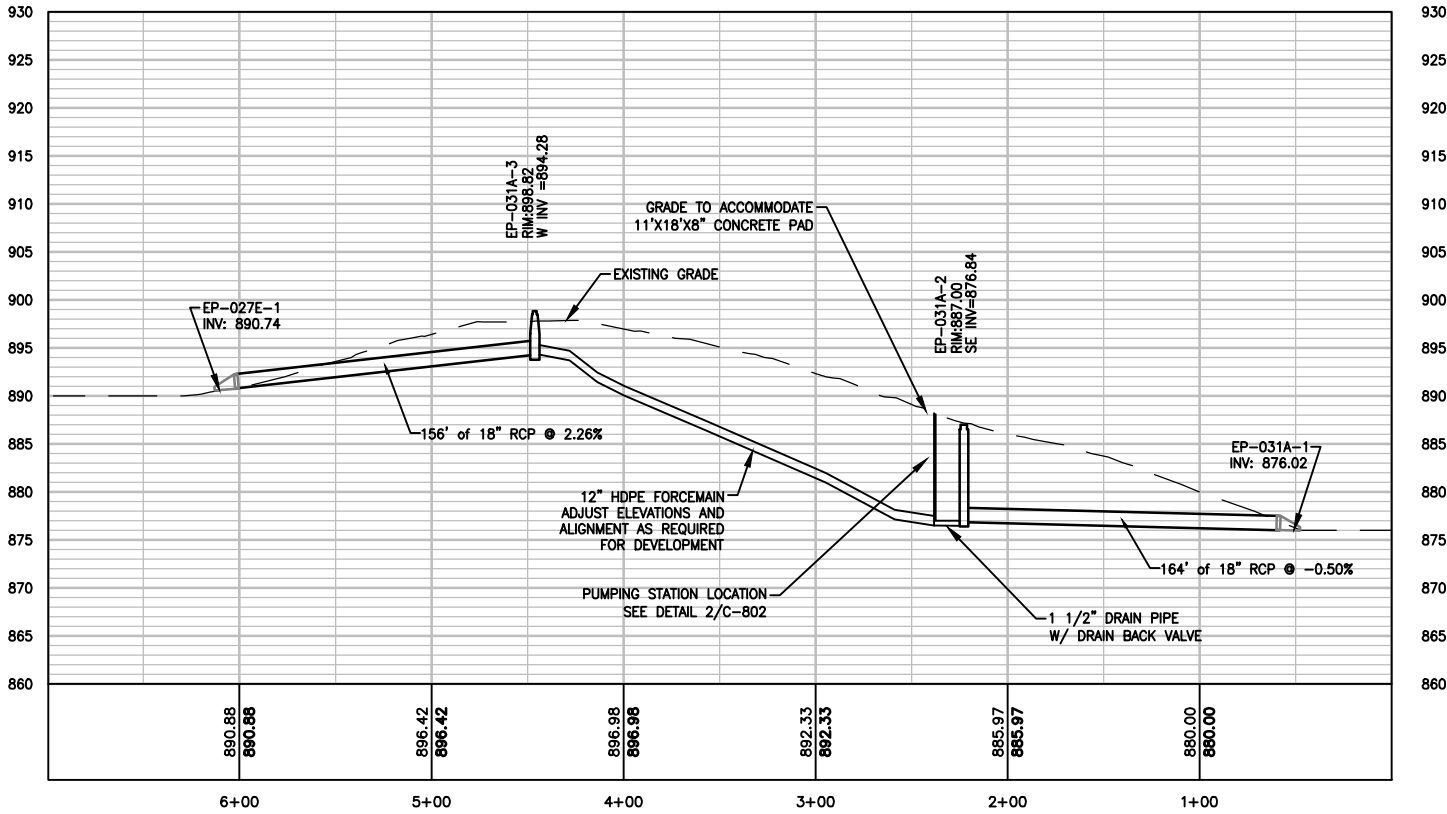


EP-31a TO EP-027c



NOTES:
1. FINAL DESIGN SHALL BE COORDINATED WITH MNDNR.

BASIN	EP-031a
PUMP ON ELEVATION (BASIN HWL)	885.90
PUMP SPEED (RPM)	1200
PUMP HORSEPOWER (HP)	15
TOTAL DYNAMIC HEAD (FT)	17
FLOW RATE (GPM)	1500
PUMP MODEL: GODWIN CD150M	
PUMP CURVE NO: CD150M-VARI-21/03/03	



LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NATURAL OVERFLOW
- RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

EA-011

NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

Responsive partner. Exceptional outcomes.

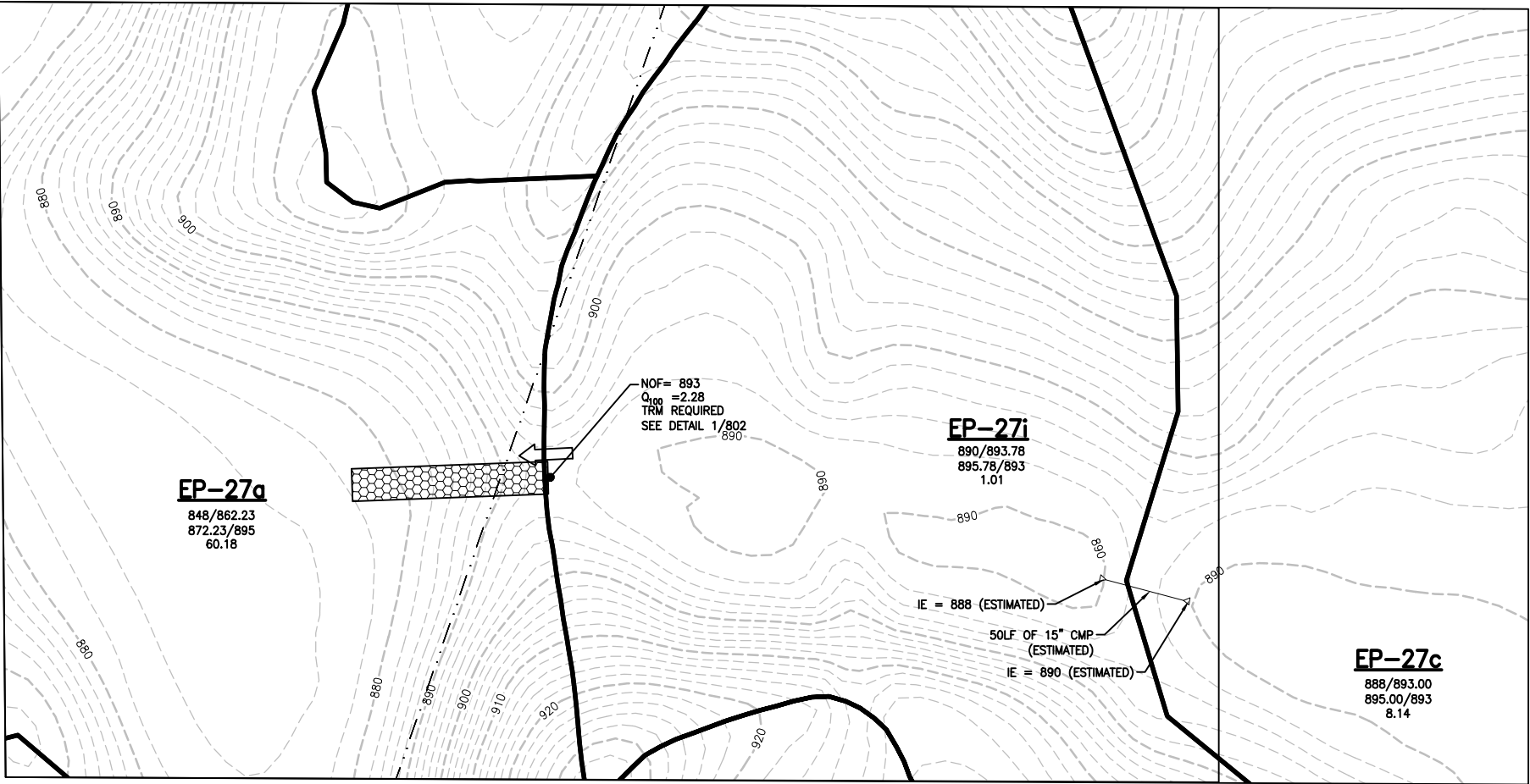
PROJECT TITLE
**ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20**

CITY OF INVER GROVE HEIGHTS

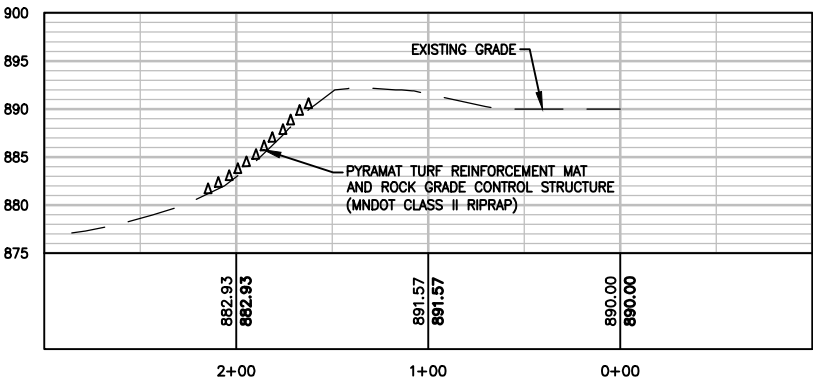
8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE
**E0-031a TO EP-027c
PLAN AND PROFILE**

DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
PROJECT NO. 3619-0001	SHEET NO. C-115	SCALE AS SHOWN	REV NO. 2



EP-027i TO EP-027a



NOTES:
1. OPEN GRATES ON ALL
MANHOLES

LEGEND:

STORM SEWER PIPE
OVERLAND FLOW DIRECTION
FLARED END SECTION
STORM MANHOLE/CONTROL STRUCTURE
NATURAL OVERFLOW
RUNOFF FROM 10-DAY SNOWMELT
BASIN/CATCHMENT NAME
NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
MAXIMUM STORAGE VOLUME (AC-FT)

EA-011
NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

SEAL

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

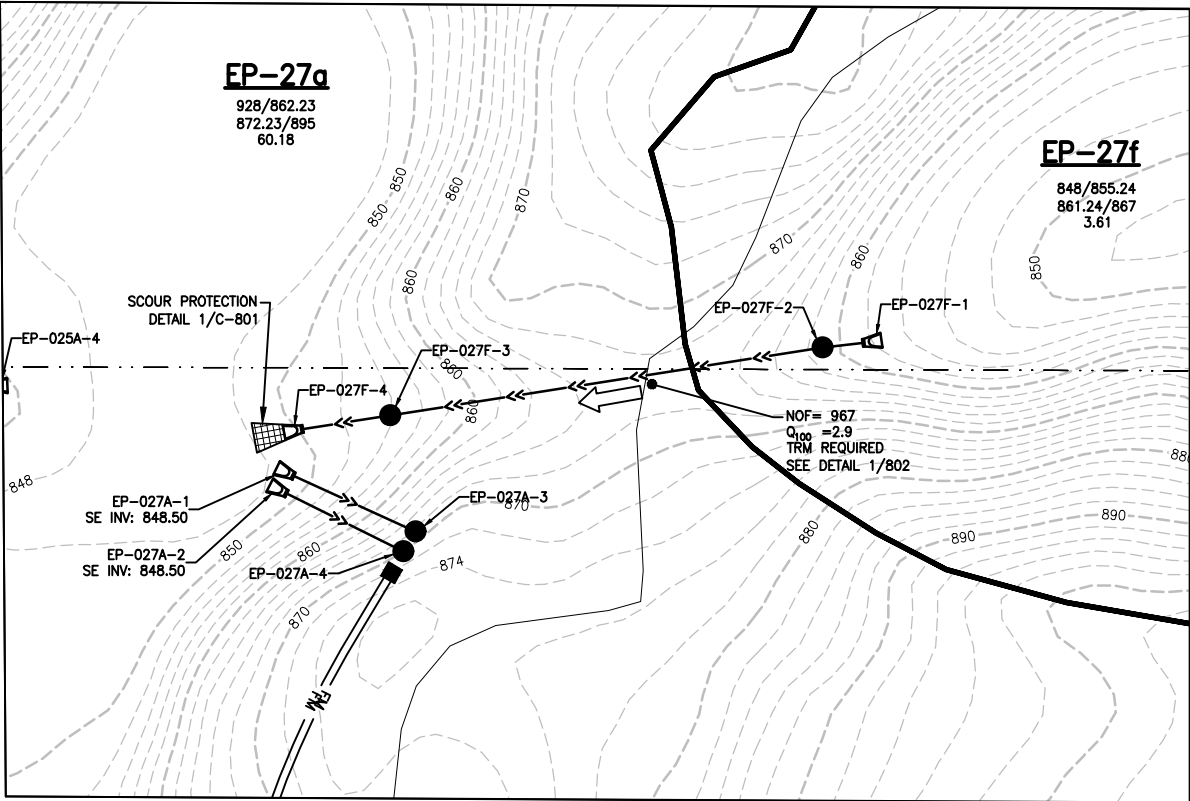
Responsive partner. Exceptional outcomes.

PROJECT TITLE
ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

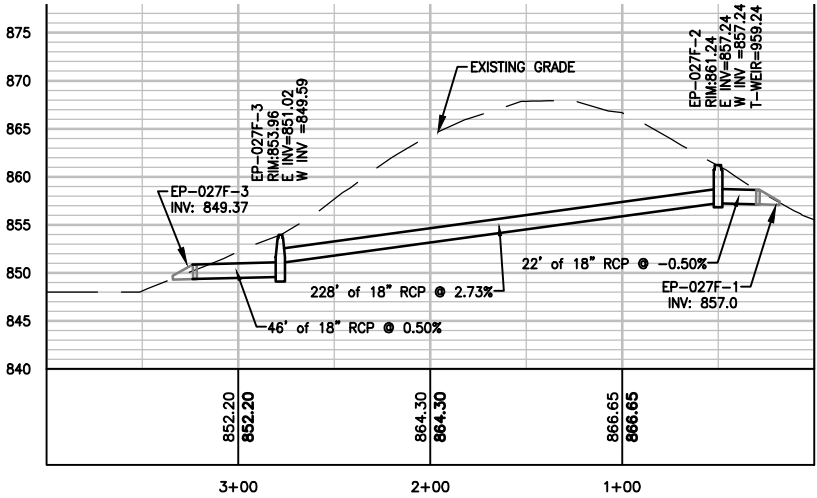
CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE EP-027i TO EP-027a PLAN AND PROFILE			
DWN BY	CHK'D	APP'D	DWG DATE
JVB	TES	TES	JAN 2016
PROJECT NO.	SHEET NO.	SCALE	REV NO.
3619-0001	C-116	AS SHOWN	2



EP-027f TO EP-027a



- NOTES:
1. OPEN GRATES ON ALL MANHOLES
 2. INSTALL SCOUR PLATE IN EP-027f-3

LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NATURAL OVERFLOW
- RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

EA-011

NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

SEAL

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

Responsive partner. Exceptional outcomes.

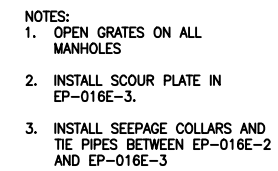
PROJECT TITLE

ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE			
EP-027f TO EP-027a PLAN AND PROFILE			
DWN BY	CHK'D	APP'D	DWG DATE
JVB	TES	TES	JAN 2016
PROJECT NO.		SHEET NO.	
3619-0001		C-117	
REV NO.			2



NOTES:

1. OPEN GRATES ON ALL MANHOLES
2. INSTALL SCOUR PLATE IN EP-016E-3.
3. INSTALL SEEPAGE COLLARS AND TIE PIPES BETWEEN EP-016E-2 AND EP-016E-3

LEGEND:

-  STORM SEWER PIPE
-  OVERLAND FLOW DIRECTION
-  FLARED END SECTION
-  STORM MANHOLE/CONTROL STRUCTURE
-  NATURAL OVERFLOW
-  RUNOFF FROM 10-DAY SNOWMELT
-  **EA-011** BASIN/CATCHMENT NAME
-  NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
-  LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
-  MAXIMUM STORAGE VOLUME (AC-FT)

2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAL

NOT FOR
CONSTRUCTION

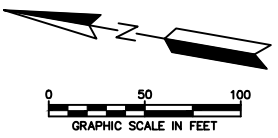
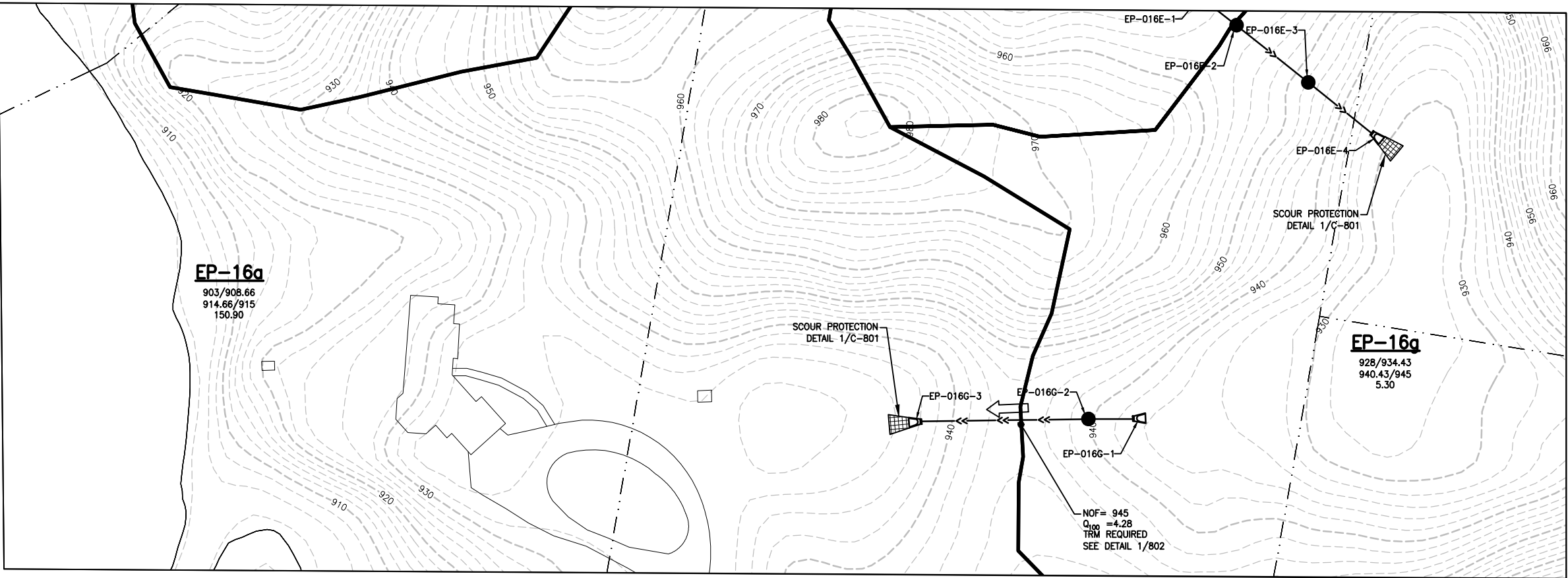
PRIME CONSULTANT

 **WENCK**
ASSOCIATES

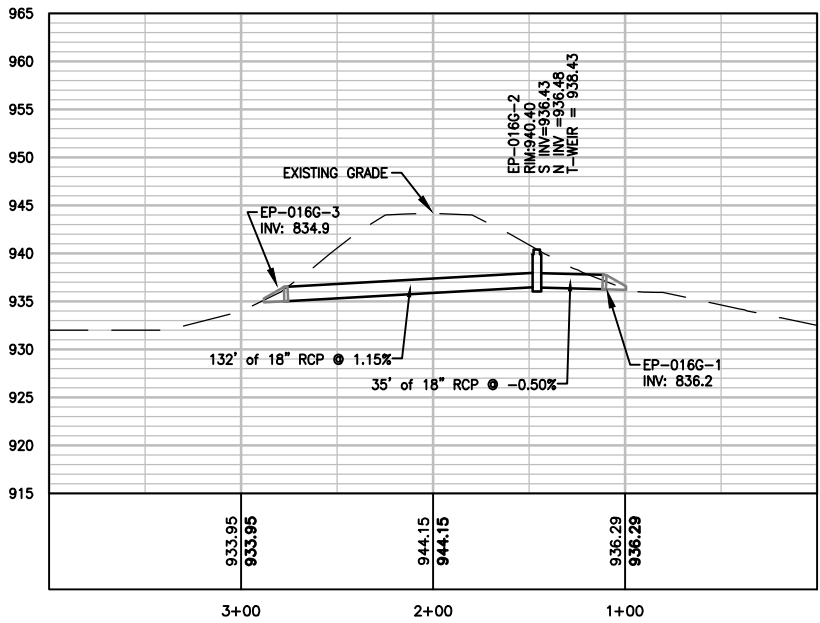
Responsive partner. Exceptional outcomes.

PROJECT TITLE	ROBERT WATERSHED CORRIDOR FEASIBILITY STUDY C.P. 2015-20
CITY OF INVER GROVE HEIGHTS	
8150 BARBARA AVE INVER GROVE HEIGHTS, MN 55077	

SHEET TITLE			
EP-016e TO EP-016g PLAN AND PROFILE			
DWN BY JWB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
SCALE AS SHOWN			
PROJECT NO. 3619-0001	SHEET NO. C-118	REV NO. 2	



EP-016g TO EP-016a



- NOTES:
1. OPEN GRATES ON ALL MANHOLES
 2. OUTLET ALIGNMENT MAY NEED TO BE ADJUSTED BASED ON PROPERTY LINES AND FUTURE DEVELOPMENT.

LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NATURAL OVERFLOW
- NATURAL OVERFLOW RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

EA-011

NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

SEAL

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

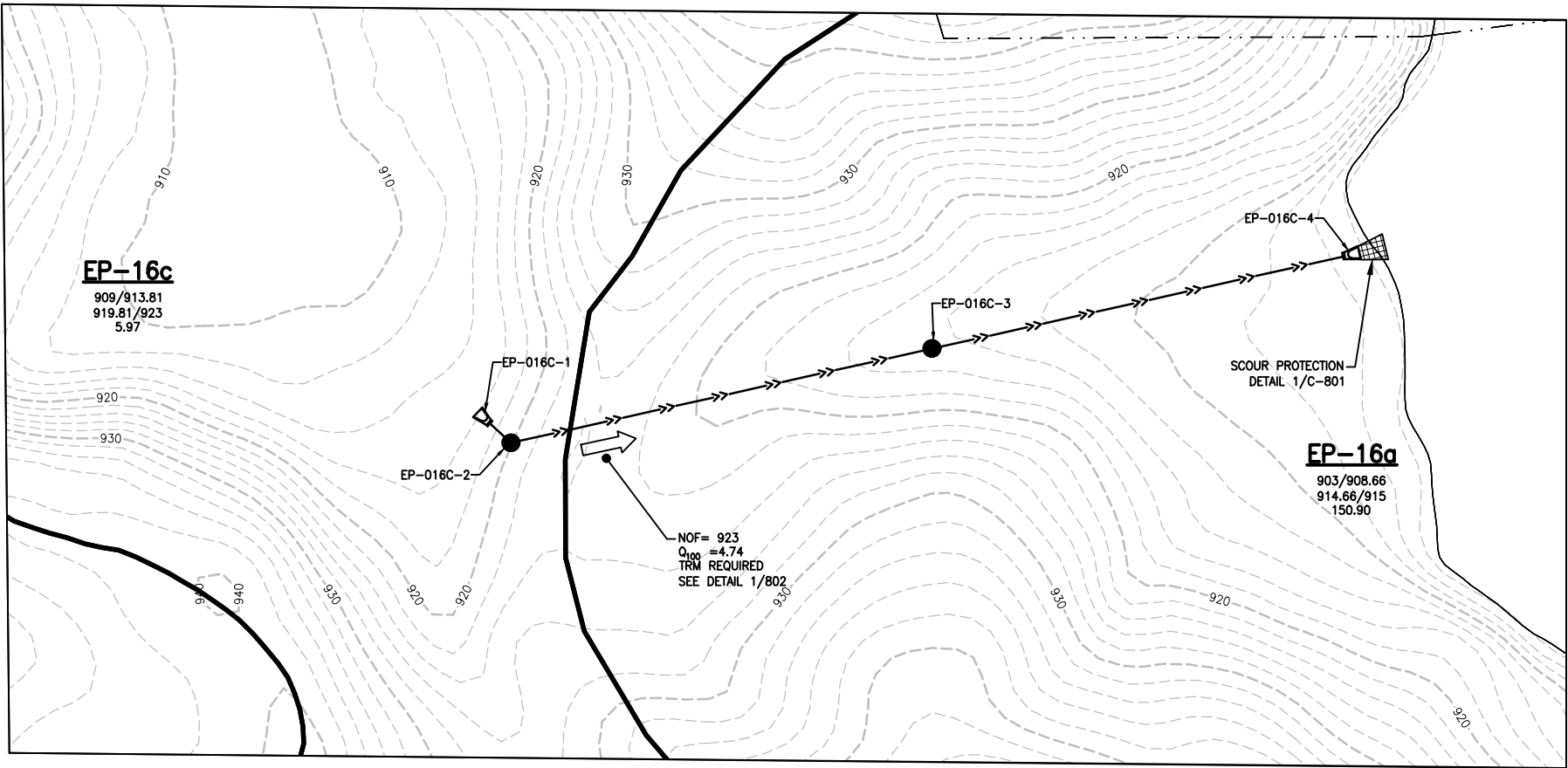
Responsive partner. Exceptional outcomes.

PROJECT TITLE
ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

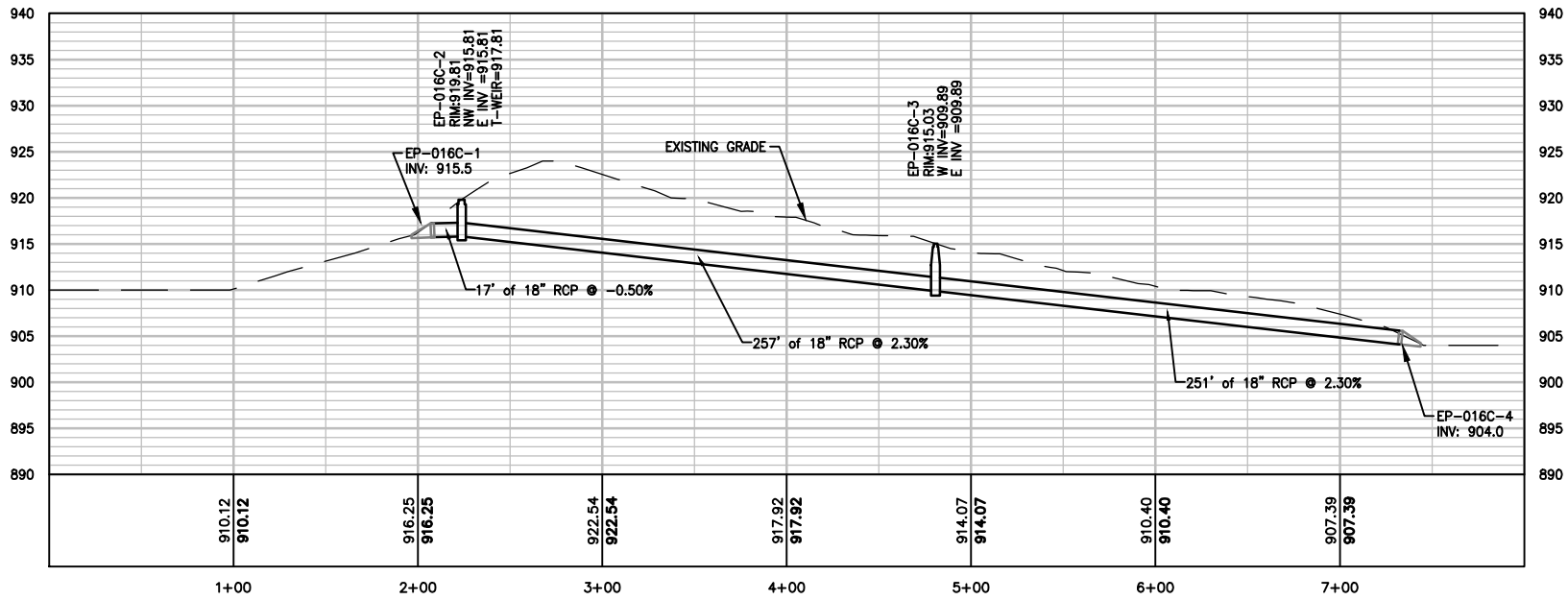
CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE			
EP-016g TO EP-016a PLAN AND PROFILE			
DWN BY	CHK'D	APP'D	DWG DATE
JVB	TES	TES	JAN 2016
PROJECT NO.		SCALE	
3619-0001		AS SHOWN	
SHEET NO.		REV NO.	
C-119		2	



EA-016c TO EP-016a



NOTES:
1. OPEN GRATES ON ALL
MANHOLES

LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NOF
- NATURAL OVERFLOW
- RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

EA-011
NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

NOT FOR
CONSTRUCTION

PRIME CONSULTANT

WENCK
ASSOCIATES

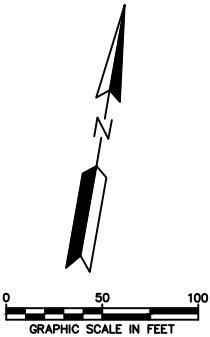
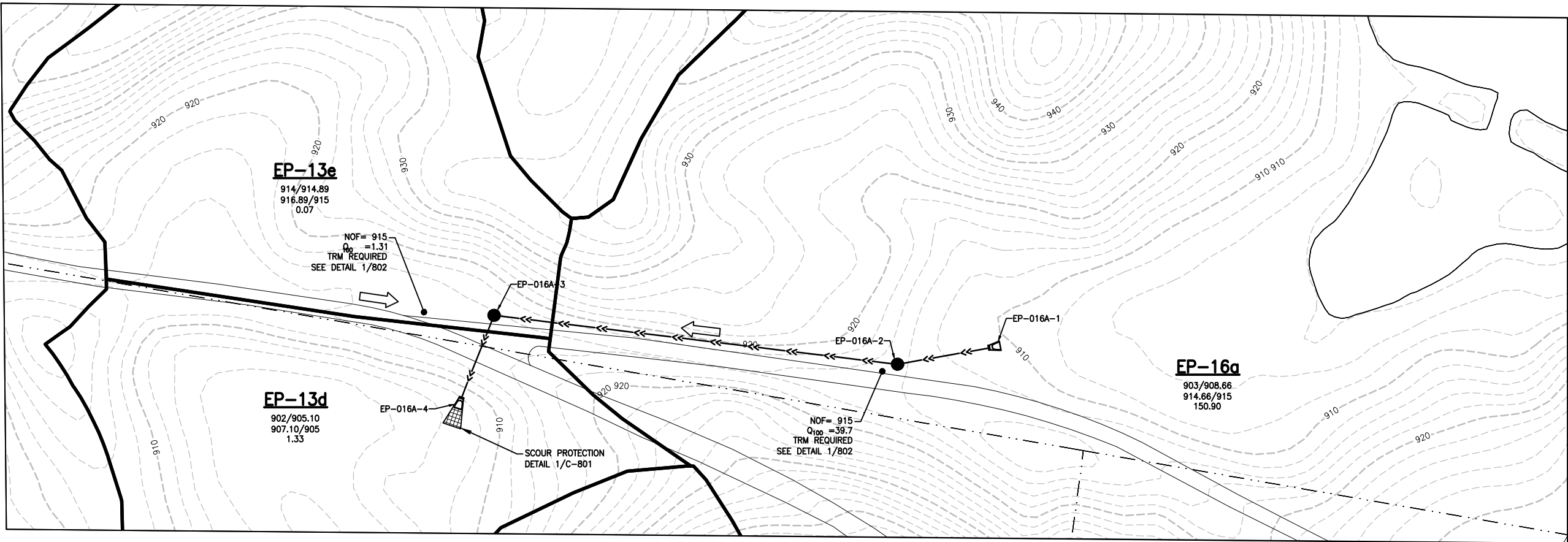
Responsive partner. Exceptional outcomes.

PROJECT TITLE
**ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20**

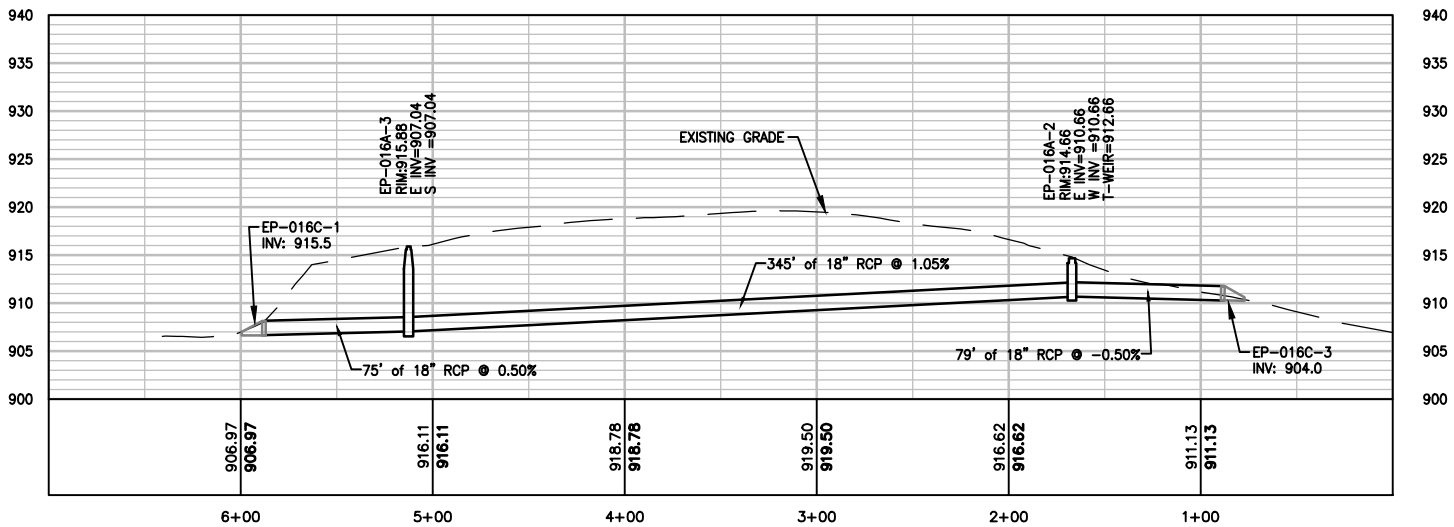
CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE			
EP-016c TO EP-016a PLAN AND PROFILE			
DWN BY	CHK'D	APP'D	DWG DATE
JVB	TES	TES	JAN 2016
PROJECT NO.		SHEET NO.	
3619-0001		C-120	
			REV NO.
			2



EP-016a TO EP-013d



- NOTES:
1. OPEN GRATES ON ALL MANHOLES.
 2. FINAL DESIGN SHALL BE COORDINATED WITH MNDNR.

LEGEND:

- STORM SEWER PIPE
- OVERLAND FLOW DIRECTION
- FLARED END SECTION
- STORM MANHOLE/CONTROL STRUCTURE
- NATURAL OVERFLOW RUNOFF FROM 10-DAY SNOWMELT
- BASIN/CATCHMENT NAME
- NORMAL WATER ELEVATION/HIGH WATER ELEVATION [NWL/HWL]
- LOW FLOOR ELEVATION/NATURAL OVERFLOW [LFE/NOF]
- MAXIMUM STORAGE VOLUME (AC-FT)

EA-011

NA/937.91
943.0/949
11.2

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

SEAL

NOT FOR CONSTRUCTION

PRIME CONSULTANT

WENCK ASSOCIATES

Responsive partner. Exceptional outcomes.

PROJECT TITLE

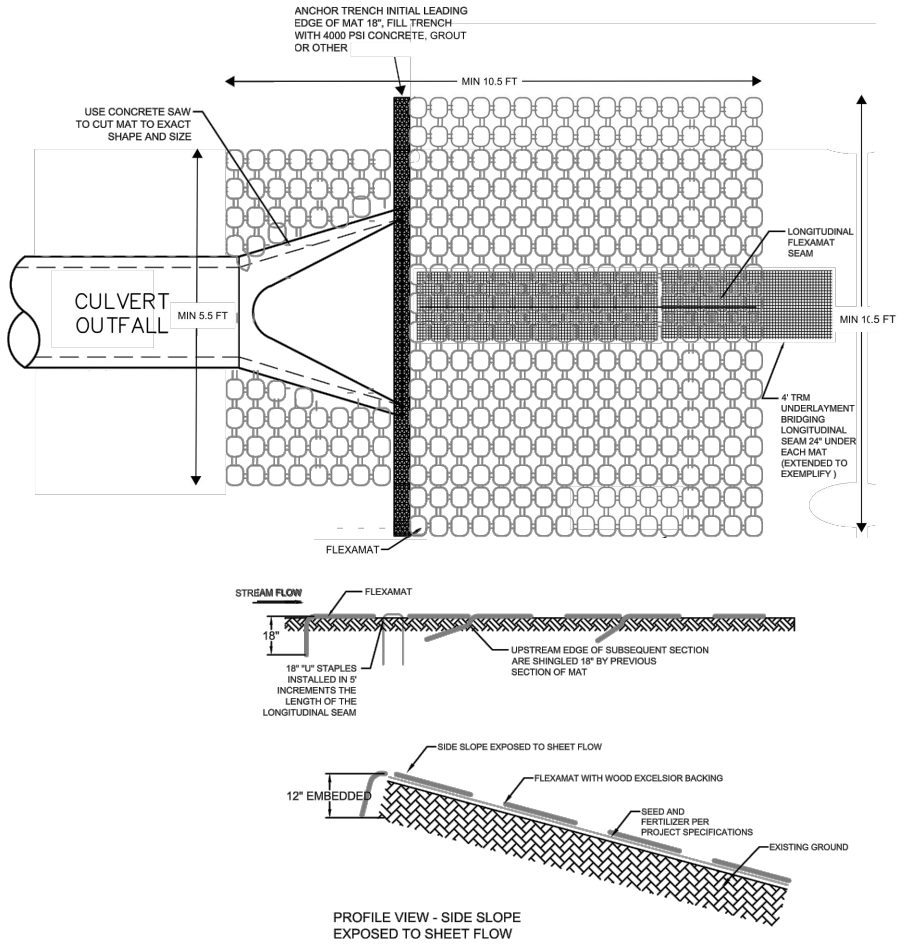
ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE			
EP-016a TO EP-013d PLAN AND PROFILE			
DWN BY	CHK'D	APP'D	DWG DATE
JVB	TES	TES	JAN 2016
PROJECT NO.		SCALE	
3619-0001		AS SHOWN	
SHEET NO.		REV NO.	
C-121		2	

Plot Date & Time: 31 March 2017 7:12 AM
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CONSTRUCTION NOTES:

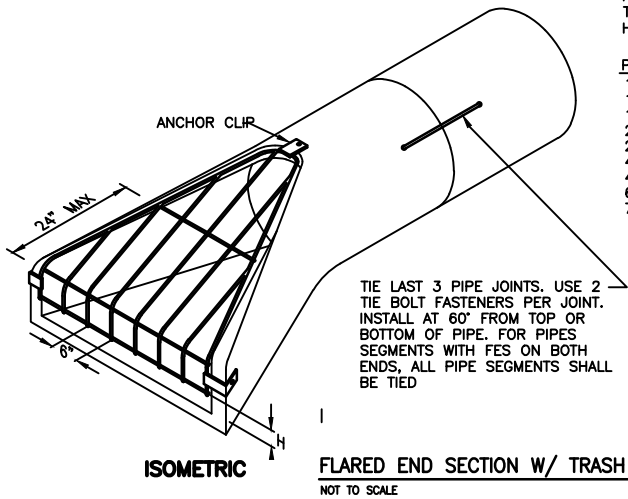
- GRADE A TRAPEZOIDAL CHANNEL SO THAT WATER WILL FLOW DOWN THE CENTER OF THE CHANNEL AND BE CONTAINED TO THE CHANNEL. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND. THE PREPARED SURFACE SHALL PROVIDE A FIRM UNYIELDING FOUNDATION FOR THE MATS WITH NO SHARP OR ABRUPT BREAKS IN THE GRADE.
- APPLY SEED DIRECTLY TO THE PREPARED SOIL PRIOR TO FLEXAMAT INSTALLATION. USE SEED PER PROJECT SPECIFICATIONS.
- INSTALL FLEXAMAT ROLLS. AVAILABLE WIDTHS ARE 5.5', 8', 10', 12', & 16' AVAILABLE IN CUSTOM LENGTHS. FOR WIDER WIDTHS, INSTALL MATS ADJACENT TO EACH OTHER. BRIDGE LONGITUDINAL SEAM WITH 4' TRM. 24" OF TRM SHALL BE UNDER EACH MAT. A CONCRETE SAW SHALL BE USED TO CUT THE MAT TO EXACT SIZE AND SHAPE TO FIT AROUND CULVERT. INSTALL 18" "U" ANCHORS IN 5' INCREMENTS THE LENGTH OF THE LONGITUDINAL SEAM, WITH HALF THE ANCHOR IN BOTH MATS.
- THE INITIAL LEADING EDGE OF FLEXAMAT AT THE OUTLET SHALL BE EMBEDDED 18" VERTICALLY INTO THE GROUND TO SERVE AS AN ANCHOR TRENCH. THE TRENCH SHALL BE FILLED WITH 4000 PSI CONCRETE, GROUT, OR OTHER (AS SPECIFIED BY EOR). MAT SHOULD BE ONE CONTINUOUS SECTION, IF ADDITIONAL SECTIONS ARE REQUIRED, OVERLAP THE DOWNSTREAM SECTION 18" WITH PREVIOUS SECTION OF MAT. ANY OTHER EDGE OF MAT THAT IS EXPOSED TO SHEET FLOW SHALL BE ANCHOR TRENCHED 12".
- AT THE END OF THE ARMORED CHANNEL, EMBED THE MAT 18" IN A TERMINATION TRENCH. FILL AND COMPACT TERMINATION TRENCH WITH SOIL.

FLEXMAT (OR APPROVED EQUAL) SCOUR PROTECTION

NOT TO SCALE

PROVIDE 3 ANCHOR CLIPS TO FASTEN TRASH GUARD TO FLARED END SECTION. HOT DIP GALVANIZE AFTER FABRICATION.

TRASH GUARD SIZING			
PIPE SIZE	BARS	"H"	BOLTS
12"	3/4"	2 1/2"	5/8"
15"	3/4"	3"	5/8"
18"	3/4"	4"	5/8"
21"-24"	1"	4"	3/4"
27"-36"	1"	5"	3/4"
42"	1"	6"	3/4"
48"-54"	1 1/4"	6"	1"
60"-72"	1 1/4"	7"	1"
78"-90"	1 1/4"	8"	1"



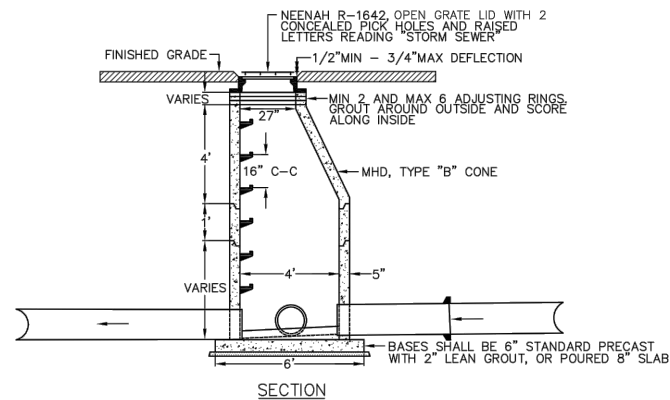
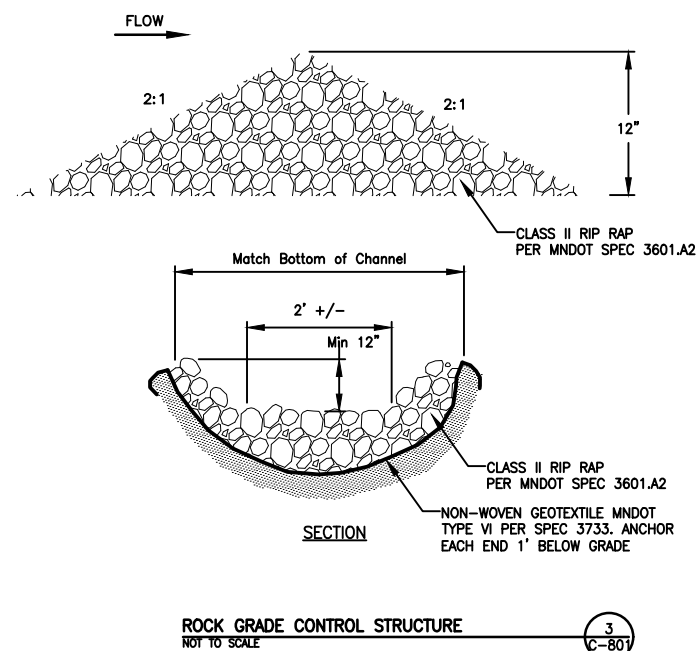
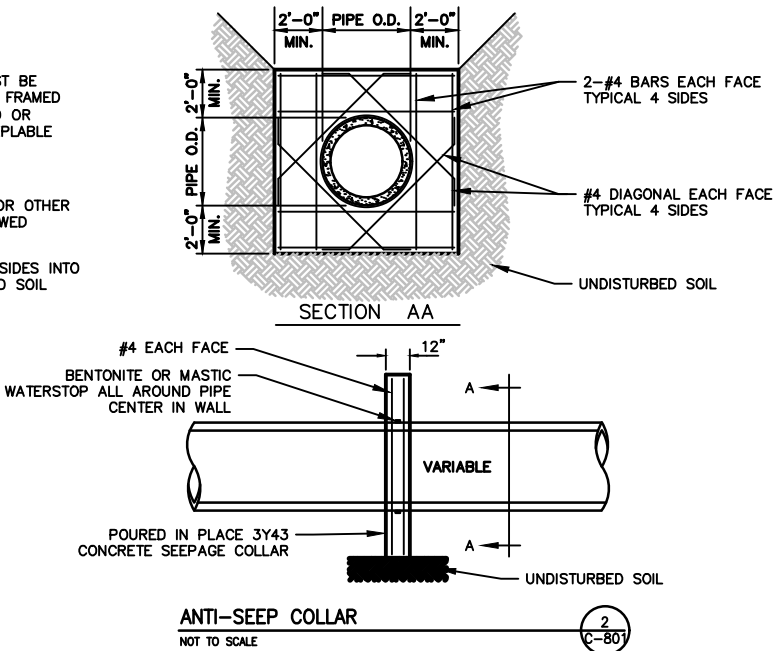
FLARED END SECTION W/ TRASH GUARD

NOT TO SCALE

NOTE:
COLLAR MUST BE ADEQUATELY FRAMED USING WOOD OR OTHER ACCEPTABLE MATERIAL

NOTE:
NO BLOCK OR OTHER FILLER ALLOWED

NOTE:
NOTCH ALL SIDES INTO UNDISTURBED SOIL



- NOTES:
- ALL MANHOLES MUST BE A MINIMUM OF 4' IN DEPTH.
 - MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.
 - PROVIDE POURED CONCRETE INVERTS AND DOGHOUSES.
 - GROUT ALL LIFT HOLES.
 - MARKING POSTS SHALL BE INSTALLED AT ALL MANHOLES LOCATED OUTSIDE OF STREET SECTION. SEE PLATE NO. MISC-01.
 - MINIMUM 48" DIAMETER WHEN PIPE IS 36" OR SMALLER. MINIMUM 72" DIAMETER WHEN PIPE IS LARGER THAN 36"

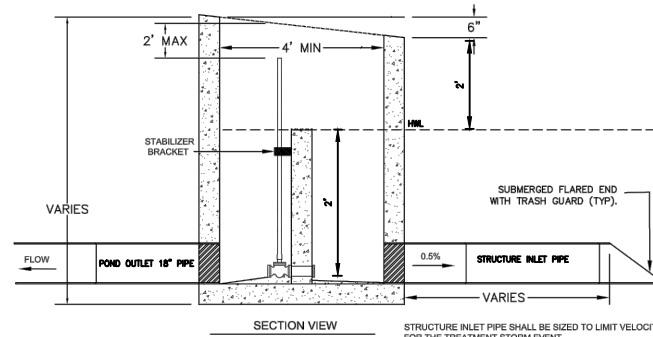
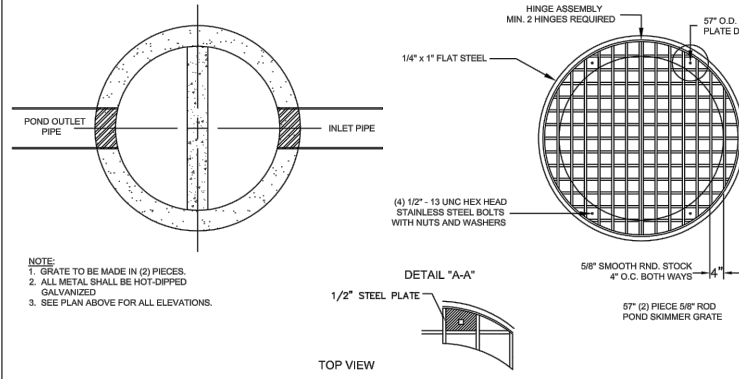


STORM STANDARD MANHOLE

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

8/13

PLATE NO.
STM-01



4" DIP VALVE AND PIPE SHALL BE PROVIDED FOR POND DRAINAGE. VALVE SHALL BE PLACED ON THE DRY SIDE OF THE STRUCTURE AND THE PIPE RESTRAINED ON THE WET SIDE OF STRUCTURE. WEIR AND PIPE INTERFACE SHALL BE WATERTIGHT. VALVE SHALL HAVE AN EXTENSION ROD PLACED TO WITHIN 2 FEET OF TOP OF STRUCTURE. ROD SHALL BE STABILIZED TO WEIR WALL WITH A BRACKET.

STRUCTURE INLET PIPE SHALL BE SIZED TO LIMIT VELOCITIES TO 0.5 FT/S FOR THE TREATMENT STORM EVENT. POND OUTLET SHALL BE SIZED TO MEET RATE CONTROL REQUIREMENTS. THE LAST 3 PIPE JOINTS. USE 2 THE BOLT FASTENERS PER JOINT.



POND SKIMMER OUTLET
(SUBMERGED INLET TYPE)

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

3/15

PLATE NO.
STM-06

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17

SEAL

NOT FOR
CONSTRUCTION

PRIME CONSULTANT



Responsive partner. Exceptional outcomes.

PROJECT TITLE

ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

CITY OF INVER GROVE HEIGHTS

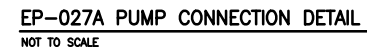
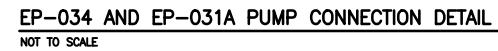
8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE

DETAILS

DWN BY	CHK'D	APP'D	DWG DATE
JVB	TES	TES	JAN 2016
PROJECT NO.	SHEET NO.	SCALE	AS SHOWN
3619-0001	C-801		

2



2	ISSUED FOR CLIENT REVIEW	JVB	TES	03/31/17
1	MODEL UPDATE	JVB	TES	02/17/17
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAL

NOT FOR
CONSTRUCTION

PRIME CONSULTANT



PROJECT TITLE	BAR
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ROBERT WATERSHED CORRIDOR
FEASIBILITY STUDY
C.P. 2015-20

CITY OF INVER GROVE HEIGHTS

8150 BARBARA AVE
INVER GROVE HEIGHTS, MN 55077

SHEET TITLE

DETAILS

DWN BY JVB	CHK'D TES	APP'D TES	DWG DATE JAN 2016
			SCALE AS SHOWN
PROJECT NO. 3619-0001		SHEET NO. C-802	
		REV NO. 2	



Responsive partner.
Exceptional outcomes.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting IPO No. 27A from Kimley-Horn and Associates, Authorizing Preparation of Feasibility Report and Preliminary Design Services, Receiving Appraiser's Benefit Analysis Services Proposal, and Authorizing Land Acquisition Services for City Project No. 2016-09F – Carleda Way Area Improvements

Meeting Date:	November 23, 2020		Fiscal/FTE Impact:
Item Type:	Consent	☐	None
Contact:	Tom Kaldunski, City Engineer 651.315.6336	☐	Amount included in current budget
Prepared by:	Steve Dodge, Assistant City Engineer	☐	Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director	☐	FTE included in current complement
		☐	New FTE requested – N/A
		☒	Other: Pavement Management Fund, Special Assessments, Franchise Fee Fund, and Utility Funds

PURPOSE/ACTION REQUESTED

Consider Resolution Accepting IPO No. 27A from Kimley-Horn and Associates, Authorizing Preparation of Feasibility Report and Preliminary Design Services, Receiving Appraiser's Benefit Analysis Services Proposal, and Authorizing Land Acquisition Services for City Project No. 2016-09F – Carleda Way Area Improvements.

SUMMARY

On November 23, 2015, Council split Carleda Way from the 2016 projects and designated City Project No. 2016-09F Carleda Way Area Reconstruction. The project was put on hold while storm sewer capacity issues were reviewed that caused isolated flooding in the 64th Court cul-de-sac and the southern portion of the Carleda Way project. Council has received the feasibility report for City Project No. 2016-13 Cahill Trunk Drainage Improvements and is scheduled to hold the public hearing on December 14th, 2020, to identify the water resources strategy in the Carleda Way neighborhood. To construct street and utility improvements in the Carleda Way neighborhood in 2021, the feasibility and preliminary design process needs to begin. Council has identified the Carleda Way area improvements in the 2020 capital improvement budget for 2021 construction.

Kimley-Horn and Associates has submitted the attached IPO No. 27A in the amount of \$53,100 to update and prepare the Feasibility Study and provide preliminary design, survey, and project management. A proposal was received from Metzen Realty in the amount of \$6,500 to conduct a special benefit analysis for preliminary assessments for the feasibility study. Funding for the Carleda Way area project will come from the pavement management fund, utility funds, franchise fee fund and special assessments.

I recommend passage of the resolution accepting IPO No. 27A from Kimley-Horn and Associates, authorizing preparation of a feasibility report and preliminary design services, receiving appraiser's benefit analysis services proposal, and authorizing land acquisition services for City Project No. 2016-09F – Carleda Way Area Improvements.

SWD/sd

Attachments: Resolution
Area Map
Proposals

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

**RESOLUTION ACCEPTING IPO NO. 27A FROM KIMLEY-HORN AND ASSOCIATES, AUTHORIZING
PREPARATION OF FEASIBILITY REPORT AND PRELIMINARY DESIGN SERVICES, RECEIVING
APPRAISER'S BENEFIT ANALYSIS SERVICES PROPOSAL, AND AUTHORIZING LAND ACQUISITION
SERVICES FOR CITY PROJECT NO. 2016-09F – CARLEDA WAY AREA IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, Council has identified City Project No. 2016-09F Carleda Way Area Improvements in the 2020 capital improvement budget for 2021 construction; and

WHEREAS, City Project No. 2016-13 Cahill Trunk Drainage Improvements feasibility report has been completed and City Council is scheduled to identify the water resources strategy for the Carleda Way neighborhood on December 14, 2020 ; and

WHEREAS, Kimley-Horn & Associates has provided IPO No. 27A in the amount of \$53,100 to prepare a feasibility report, perform preliminary design services, and provide survey services for City Project No. 2016-09F – Carleda Way Area Improvements; and

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

1. The proposal from Kimley-Horn & Associates, Inc. is accepted and staff is authorized to enter into IPO No. 27A, in the amount of \$53,100 for the preparation of the feasibility study and preliminary design services for City Project No. 2016-09F – Carleda Way Area Improvements.
2. The proposal from Metzen Realty and Associates Co. for \$6,500 is accepted and staff is authorized to work with the appraiser to prepare a special benefit analysis for the project.
3. Staff, City Attorney, Kimley-Horn & Associates and consultants are authorized to enter into agreements and start appraisal services, land acquisition services and work with affected landowners.
4. Staff and Kimley-Horn are authorized to enter into agreements and work with a geotechnical firm for preparation of the feasibility report.
5. Project funding is provided through Pavement Management Funds, Franchise Fee Fund, Special Assessments, and Utility Funds.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of November 2020

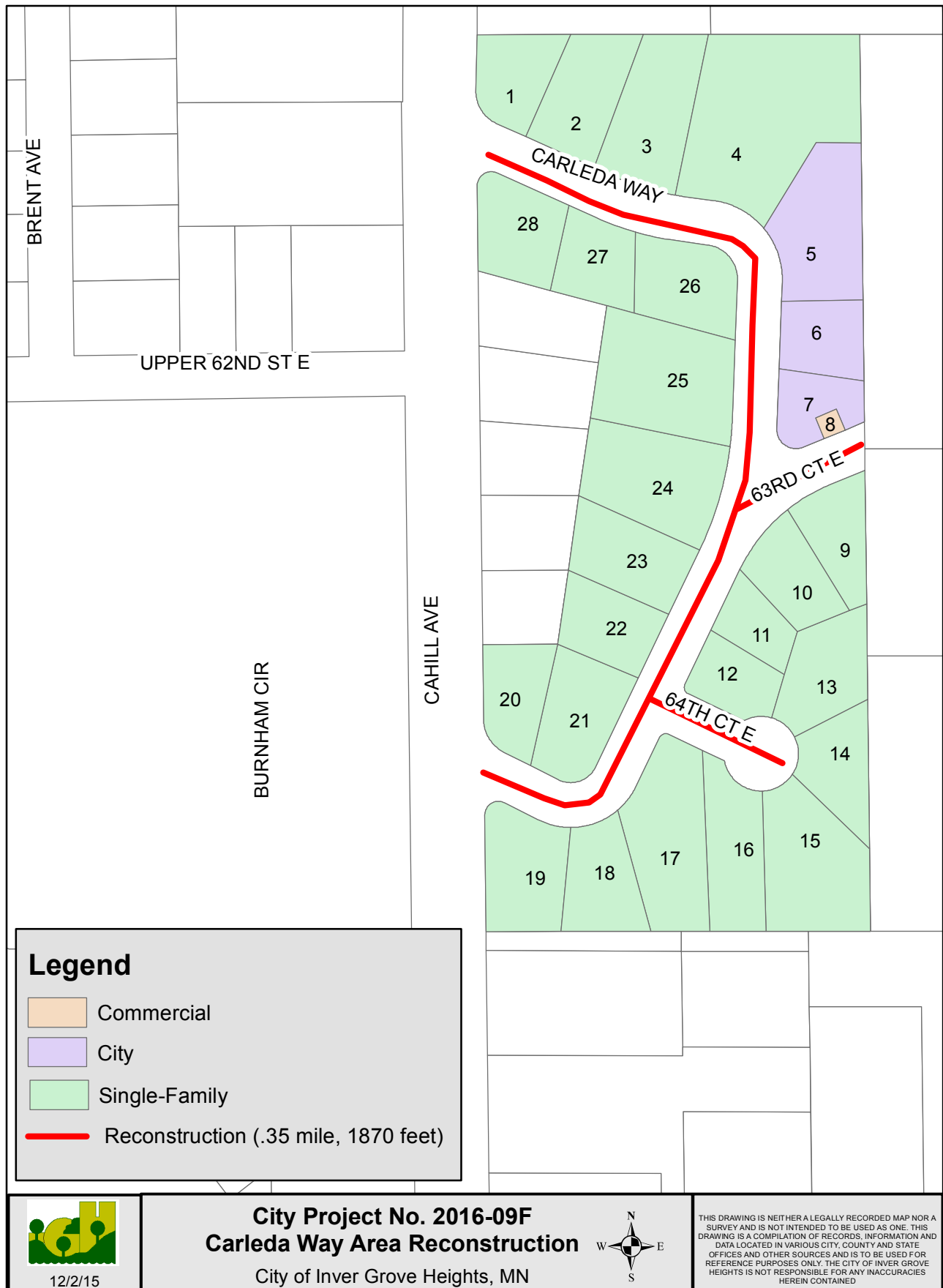
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



INDIVIDUAL PROJECT ORDER NUMBER 27A

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: Carleda Way Area Street Reconstruction and Utility Improvements
City Project 2016-09F
KH Project 160509029

General Category of Services: Feasibility Study Phase Services

Specific Scope of Basic Services: Update and finalize feasibility study and report for the Carleda Way Area Street Reconstruction and Utility Improvements project. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Feasibility Study and Report

Method of Compensation: To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: August 17, 2020

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 27A

CARLEDA WAY AREA STREET RECONSTRUCTION AND UTILITY IMPROVEMENTS
CITY PROJECT 2016-09F

The City of Inver Grove Heights had planned to reconstruct the streets within the Carleda Way Neighborhood in 2016. Following the preparation of a draft feasibility study, it was identified that additional drainage analysis of the area was necessary to address flooding concerns in the neighborhood. City Project 2016-13 Cahill Trunk Drainage Improvements was initiated to understand the drainage in the area and identify proposed improvements to mitigate the flooding concerns in the Carleda Way Neighborhood. Following completion of the study, City Project 2016-09F was put on hold until additional funding could be identified to fund the City Project 2016-13 recommended improvements.

We understand the City has identified funding for City Project 2016-09F and is planning to reconstruct the streets within the Carleda Way Neighborhood in 2021. This IPO includes feasibility study phase services to update the existing feasibility study and report for City Project 2016-09F Carleda Way Area Street Reconstruction and Utility Improvements.

City Project 2016-09F Carleda Way Area Street Reconstruction and Utility Improvements includes the following streets:

- Carleda Way – East of Cahill Avenue
- 63rd Street – East of Carleda Way
- 64th Court – East of Carleda Way

The Scope of Work detailed below assumes the project will consist of the reconstruction of approximately 1,600 linear feet of roadway and replacement of existing sanitary sewer and watermain along the project street segments.

1. FEASIBILITY STUDY SERVICES

A. Project Management and Meetings

Kimley-Horn will provide overall project management and utilize internal project management tools to monitor budgets, staff roles, and responsibilities for the project. We will communicate project updates directly with the City's project manager.

We will assist City staff with correspondence and coordination with residents and stakeholders within the project area. We have assumed this will include the preparation of up to one (1) letter which will be mailed to residents to inform them of the project and provide an update on what has occurred since 2016. We have assumed we will be providing postage and mailing the letters.

We have assumed preparation for and attendance at the following meetings that will

be required as part of the finalizing the feasibility study:

- i. Regular City Council meeting (1)
- ii. Project team meeting (1)

B. Public Involvement

We will prepare for and attend up to two (2) public open houses for the project. We have assumed the open houses will be held ahead of the feasibility report being submitted to City Council and ahead of the public hearing. We have assumed these open houses will be conducted virtually through Zoom or some other virtual platform.

For the open houses, we will prepare a project presentation and exhibits for City staff review. Consistent with previous projects, we have assumed City staff will give the presentation and we will assist the City with questions and design details during the presentation.

No on-site property owner meetings were held in 2015 prior to City Project 2016-09F being put on hold. We have assumed up to two (2) meetings with residents will be necessary to review on-site issues and answer individual questions. We will prepare materials for these meetings and coordinate the meetings with property owners.

C. Feasibility Report Update

We will update the existing CP 2016-09F feasibility report with any changes that have occurred since 2015. We will review the original project roadway, storm sewer and utility improvement recommendations with City staff. This includes a review of the 63rd Street dead end roadway closure and conversion to a modified cul-de-sac. Any revisions to the improvements identified in the original report will be updated in a final version of the report.

D. Cost Estimate Update

We previously updated the existing CP 2016-09F cost estimate for City use in setting Capital Improvement Plan budgets. We will update the cost estimate in the existing report with the previously prepared cost estimate.

E. Financing Plan Update

We will work with City staff to update the financing plan for the proposed improvements consistent with MN Statute 429 regarding assessments. We will use the previously provided tax identification numbers and street addresses for the properties to be assessed. We have assumed the City will prepare the assessment roll to be included in the feasibility study.

F. Xcel Transmission Line Coordination

We will coordinate with Xcel Transmission regarding their abandoned gas line east of Carleda Way that runs through the existing City owned vacant parcels. We understand the City may evaluate future development or sale of those properties. We will initiate discussions with Xcel regarding removal of the pipeline and review of

environmental considerations. We have assumed this coordination to include one (1) conference call with Xcel Energy and some additional coordination and effort during the feasibility study phase.

2. PRELIMINARY DESIGN

We will prepare preliminary plans for the roadway, storm sewer, and utility improvements for City Project 2016-09F. We have assumed the preliminary plans will be completed to a 60% design level. The preliminary plans will include the determination of construction limits to determine any temporary easement needs. We have assumed that the preliminary plans will include the following plan sheets:

- Cover Sheet
- Statement of Estimated Quantities
- Removal Plans
- Construction and Storm Sewer Plan and Profile
- Sanitary Sewer and Watermain Plan and Profile
- Cross Sections

The preliminary plans will be submitted to the City for review and we will address up to one (1) round of comments from the City.

Preparation of final construction plans and specifications is not included in this IPO.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 27A

CARLEDA WAY AREA STREET RECONSTRUCTION AND UTILITY IMPROVEMENTS
CITY PROJECT 2016-09F

Kimley-Horn proposes to perform all services included in this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
Feasibility Study Services	\$ 13,200
Preliminary Design	\$ 36,900
Reimbursable Expenses	\$ 3,000
Total	\$ 53,100

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$53,100 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

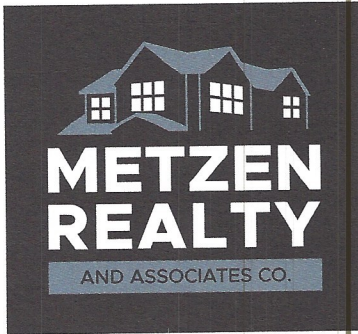
INDIVIDUAL PROJECT ORDER (IPO) NO. 27A

CARLEDA WAY AREA STREET RECONSTRUCTION AND UTILITY IMPROVEMENTS
CITY PROJECT 2016-09F

The following is a summary of the proposed schedule for the project:

Council Re-Orders Feasibility Study <i>Authorize KH IPO 27A</i>	November 23, 2020
Update Feasibility Report	November/December 2020
Virtual Open House #1	December 17, 2020
Council Receives Feasibility Report <i>Call Public Hearing</i>	January 11, 2021
Virtual Open House #2	January 28, 2021
Public Hearing <i>Authorize Final Plans and Specs</i>	February 8, 2021
*Final Design	February/March 2021
*Council Approve Plans and Specs <i>Authorize Advertisement for Bid</i>	March 22, 2021
*Bid Opening	Late April 2021
*Assessment Hearing <i>Award Construction Contract</i>	May 2021
*Construction	Summer 2021

*Not included with IPO 27A



Thomas Kaldunski,

It is my understanding that the city is requesting an updated version of the Benefit Analysis Report of City Project No. 2016-09F Carleda Way Area Reconstruction & City Project 2016-11 Carleda Way Area Utility Improvements, this would constitute creating a new report. The cost for this report would be \$6,500.00. Please contact me if you have any questions.

Regards,

Laurence M Danich

Metzen Realty and Associates CO.

Tel: 651-455-2214

Cell: 612-961-0422

Fax: 651-455-2729

Email: lmdanich@yahoo.com

METZEN REALTY AND ASSOCIATES CO.

412 SOUTHVIEW BLVD. / SOUTH SAINT PAUL / MINNESOTA 55075 / PHONE: 651-455-2214 • FAX: 651-455-2729

www.MetzenRealty.com

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 4 for City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements

Meeting Date: November 23, 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: Pavement Management Fund, Franchise Fee Funds, Special Assessments, DCSWCD Grants, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 4 for City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements.

SUMMARY

The improvements were ordered as part of the 2020 Pavement Management Program. The contract was awarded in the amount of \$1,847,750.60 to McNamara Contracting, Inc., on June 8, 2020 for City Project No. 2016-09G – 60th Street, 62nd Street, and Bacon Avenue Improvements.

Change Order No. 2 extended the project final completion date to June 30, 2021 due to delays in the project start date resulting from COVID-19. The delay has impacted turf establishment timing and operations. Due to the late season turf establishment timeframe, dormant seeding methods were completed in early November. Acceptance of the turf will be reviewed in the growing season of spring/summer of 2021. The retainage is being reduced from 5% to 3% acknowledging the work is substantially complete except for turf establishment.

I recommend approval of Pay Voucher No. 4 in the amount of \$103,639.46 for work on City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements.

SWD/nh

Attachments: Pay Voucher No. 4

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

ESTIMATE NO: 4 (Four)
DATE: November 23, 2020
PERIOD ENDING: October 31, 2020
CONTRACT: 2020 Pavement Management Program
PROJECT NO: 2016-09G – 60th Street, 62nd Street, and Bacon Avenue Improvements

TO: McNamara Contracting, Inc.
16700 Chippendale Ave.
Rosemount, MN 55068

Original Contract Amount.....	\$1,847,750.60
Total Addition (Change Order No. 2).....	\$20,302.64
Total Deduction.....	\$0.00
Total Contract Amount.....	\$1,878,053.24
Total Value of Work to Date.....	\$1,639,211.15
Less Retained (3%)	\$49,176.33
Less Previous Payment	\$1,486,395.36
Total Approved for Payment this Voucher.....	\$103,639.46
Total Payments including this Voucher	\$1,590,034.82

Approvals:

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

Signed by:	 _____ Thomas J. Kaldunski, City Engineer	<u>November 23, 2020</u>
Signed by:	_____ McNamara Contracting, Inc.	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>November 23, 2020</u>

PAYMENT DETAIL LIST

Contract: CP 2016-09G
 Owner: City of Inver Grove Heights
 Project: 60th Street , 62nd Street, and Bacon Avenue Improvements
 SAP:

Schedule: A
 Description: CP 2016-09G Street Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	1.00	1.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
2	2031.502	FIELD OFFICE	EACH	1.00	1.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
3	2101.505	CLEARING	ACRE	0.10	0.10	\$ 12,600.00	\$ 1,260.00	\$ 1,260.00
4	2101.505	GRUBBING	ACRE	0.10	0.00	\$ 8,400.00	\$ 840.00	\$ -
5	2101.524	CLEARING	TREE	31.00	43.00	\$ 290.00	\$ 8,990.00	\$ 12,470.00
6	2101.524	GRUBBING	TREE	31.00	20.00	\$ 100.00	\$ 3,100.00	\$ 2,000.00
7	2104.502	SALVAGE SIGN TYPE C	EACH	8.00	8.00	\$ 53.00	\$ 424.00	\$ 424.00
8	2104.503	REMOVE PIPE CULVERTS	LIN FT	300.00	203.00	\$ 9.00	\$ 2,700.00	\$ 1,827.00
9	2104.503	REMOVE CURB & GUTTER	LIN FT	50.00	78.00	\$ 8.40	\$ 420.00	\$ 655.20
10	2104.503	REMOVE FENCE	LIN FT	50.00	50.00	\$ 12.00	\$ 600.00	\$ 600.00
11	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	250.00	282.00	\$ 16.00	\$ 4,000.00	\$ 4,512.00
12	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2200.00	2317.00	\$ 6.70	\$ 14,740.00	\$ 15,523.90
13	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	9557.00	9557.00	\$ 1.40	\$ 13,379.80	\$ 13,379.80
14	2104.518	REMOVE BITUMINOUS WALK	SQ FT	8500.00	8451.00	\$ 0.50	\$ 4,250.00	\$ 4,225.50
15	2104.518	REMOVE CONCRETE WALK	SQ FT	120.00	144.00	\$ 2.30	\$ 276.00	\$ 331.20
16	2104.602	REMOVE BOULDER	EACH	1.00	1.00	\$ 250.00	\$ 250.00	\$ 250.00
17	2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	13000.00	12249.00	\$ 1.00	\$ 13,000.00	\$ 12,249.00
18	2105.507	COMMON EXCAVATION	CU YD	12555.00	12555.00	\$ 32.00	\$ 401,760.00	\$ 401,760.00
19	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	1100.00	0.00	\$ 20.00	\$ 22,000.00	\$ -
20	2105.507	SELECT GRANULAR BORROW (CV)	CU YD	8383.00	8167.00	\$ 15.00	\$ 125,745.00	\$ 122,505.00
21	2105.509	STABILIZING AGGREGATE	TON	100.00	16.27	\$ 25.00	\$ 2,500.00	\$ 406.75
22	2105.604	SOIL STABILIZATION GEOGRID	SQ YD	750.00	755.00	\$ 2.80	\$ 2,100.00	\$ 2,114.00
23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	hour	80.00	11.75	\$ 150.00	\$ 12,000.00	\$ 1,762.50
24	2130.523	WATER	M GALLON	75.00	0.00	\$ 70.00	\$ 5,250.00	\$ -
25	2211.509	AGGREGATE BASE CLASS 5	TON	7300.00	4398.25	\$ 5.00	\$ 36,500.00	\$ 21,991.25
26	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	6500.00	6435.00	\$ 0.49	\$ 3,185.00	\$ 3,153.15
27	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2:C) (DRIVEWAY MIX)	TON	400.00	302.02	\$ 110.00	\$ 44,000.00	\$ 33,222.20
28	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3:C)	TON	1800.00	1335.40	\$ 52.00	\$ 93,600.00	\$ 69,440.80
29	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3:C)	TON	1800.00	1347.18	\$ 52.00	\$ 93,600.00	\$ 70,053.36
30	2502.503	4" PERF PVC PIPE DRAIN	LIN FT	6200.00	6056.00	\$ 7.00	\$ 43,400.00	\$ 42,392.00
31	2521.518	6" CONCRETE WALK	SQ FT	380.00	404.00	\$ 12.55	\$ 4,769.00	\$ 5,070.20
32	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	310.00	734.00	\$ 20.45	\$ 6,339.50	\$ 15,010.30
33	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	350.00	362.00	\$ 52.65	\$ 18,427.50	\$ 19,059.30
34	2531.603	CONCRETE SURMOUNTABLE CURB & GUTTER (HAND POUR)	LIN FT	100.00	36.00	\$ 26.00	\$ 2,600.00	\$ 936.00
35	2531.603	CONCRETE RIBBON CURB	LIN FT	100.00	64.00	\$ 37.35	\$ 3,735.00	\$ 2,390.40
36	2531.603	CONCRETE SURMOUNTABLE CURB & GUTTER	LIN FT	6500.00	5637.00	\$ 13.40	\$ 87,100.00	\$ 75,535.80
37	2531.618	TRUNCATED DOMES	SQ FT	40.00	56.00	\$ 50.00	\$ 2,000.00	\$ 2,800.00
38	2533.503	PORTABLE PRECAST CONC BARRIER DES 8337	LIN FT	350.00	350.00	\$ 15.25	\$ 5,337.50	\$ 5,337.50
39	2540.601	MAILBOX MAINTENANCE	LUMP SUM	1.00	1.00	\$ 4,720.00	\$ 4,720.00	\$ 4,720.00
40	2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	1.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00
41	2563.618	CONSTRUCTION SIGN-SPECIAL	SQ FT	100.00	18.35	\$ 21.00	\$ 2,100.00	\$ 385.35
42	2564.518	SIGN PANELS TYPE C	SQ FT	70.00	0.00	\$ 61.00	\$ 4,270.00	\$ -
43	2564.618	SIGN PANELS TYPE SPECIAL	SQ FT	27.00	0.00	\$ 47.00	\$ 1,269.00	\$ -
44	2572.510	PRUNE TREES	hour	10.00	0.00	\$ 265.00	\$ 2,650.00	\$ -
45	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00	0.00	\$ 750.00	\$ 750.00	\$ -
46	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	1.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
47	2573.502	STORM DRAIN INLET PROTECTION	EACH	35.00	34.00	\$ 150.00	\$ 5,250.00	\$ 5,100.00
48	2573.502	CULVERT END CONTROLS	EACH	9.00	0.00	\$ 125.00	\$ 1,125.00	\$ -
49	2573.503	SILT FENCE; TYPE MS	LIN FT	7200.00	2799.00	\$ 2.90	\$ 20,880.00	\$ 8,117.10
50	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	300.00	250.00	\$ 11.00	\$ 3,300.00	\$ 2,750.00
51	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	1400.00	1925.00	\$ 3.50	\$ 4,900.00	\$ 6,737.50

52	2573.601	STORMWATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00	0.00	\$ 10,000.00	\$ 10,000.00	\$ -
53	2574.507	BOULEVARD TOPSOIL BORROW (LV)	CU YD	2300.00	2113.00	\$ 48.00	\$ 110,400.00	\$ 101,424.00
54	2574.508	FERTILIZER TYPE 3	POUND	800.00	0.00	\$ 0.47	\$ 376.00	\$ -
55	2574.508	FERTILIZER TYPE 4	POUND	110.00	0.00	\$ 0.63	\$ 69.30	\$ -
56	2575.505	RAPID STABILIZATION METHOD 2	ACRE	0.60	0.60	\$ 1,750.00	\$ 1,050.00	\$ 1,050.00
57	2575.509	MULCH MATERIAL TYPE 1	TON	3.00	0.00	\$ 225.00	\$ 675.00	\$ -
58	2575.601	RESTORATION OF STAGING AREA	LUMP SUM	1.00	0.00	\$ 1,500.00	\$ 1,500.00	\$ -
59	2575.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1.00	0.00	\$ 10,000.00	\$ 10,000.00	\$ -
60	2575.604	EROSION STABILIZATION MAT- ENKAMAT	SQ YD	600.00	945.00	\$ 8.90	\$ 5,340.00	\$ 8,410.50
61	2575.605	SEED MIXTURE 25-151	ACRE	2.50	0.00	\$ 1,750.00	\$ 4,375.00	\$ -
62	2575.605	SEED MIXTURE 33-261	ACRE	0.30	0.20	\$ 2,500.00	\$ 750.00	\$ 500.00
63	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	9000.00	578.00	\$ 1.40	\$ 12,600.00	\$ 809.20

Schedule A Subtotal: \$ 1,363,277.60 \$ 1,175,401.76

Schedule: **B**
Description: **CP 2016-09G Storm Sewer Improvements**

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	5.00	5.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
2	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	190.00	293.00	\$ 16.00	\$ 3,040.00	\$ 4,688.00
3	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	2.00	2.00	\$ 1,700.00	\$ 3,400.00	\$ 3,400.00
4	2501.602	18" RC PIPE APRON AND TRASH GUARD	EACH	1.00	1.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
5	2501.602	24" RC PIPE APRON AND TRASH GUARD	EACH	2.00	2.00	\$ 2,300.00	\$ 4,600.00	\$ 4,600.00
6	2503.503	4" PVC PIPE SEWER SDR 35	LIN FT	15.00	12.00	\$ 35.00	\$ 525.00	\$ 420.00
7	2503.503	12" RC PIPE SEWER DES 3006 CL V	LIN FT	9.00	9.00	\$ 65.00	\$ 585.00	\$ 585.00
8	2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	1377.00	1350.00	\$ 55.00	\$ 75,735.00	\$ 74,250.00
9	2503.503	18" RC PIPE SEWER DES 3006 CL V	LIN FT	138.00	146.00	\$ 66.00	\$ 9,108.00	\$ 9,636.00
10	2503.503	24" RC PIPE SEWER DES 3006 CL III	LIN FT	72.00	52.00	\$ 85.00	\$ 6,120.00	\$ 4,420.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	5.00	5.00	\$ 1,100.00	\$ 5,500.00	\$ 5,500.00
12	2506.502	CONST DRAINAGE STRUCTURE DES 2' X 3' CB	EACH	7.00	7.00	\$ 2,300.00	\$ 16,100.00	\$ 16,100.00
13	2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	3.00	3.00	\$ 1,750.00	\$ 5,250.00	\$ 5,250.00
14	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	23.00	23.00	\$ 4,000.00	\$ 92,000.00	\$ 92,000.00
15	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	1.00	1.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00
16	2506.602	CONSTRUCT DRAINAGE STRUCTURE SUMP BASKET	EACH	1.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
17	2506.602	TREATMENT MANHOLE #1	EACH	2.00	2.00	\$ 17,000.00	\$ 34,000.00	\$ 34,000.00
18	2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	72.50	72.50	\$ 3.00	\$ 217.50	\$ 217.50
19	2511.507	RANDOM RIPRAP CLASS IV	CU YD	23.90	24.50	\$ 125.00	\$ 2,987.50	\$ 3,062.50
20	2506.602	TREATMENT MANHOLE #2	EACH	1.00	1.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00

Schedule B Subtotal: \$ 286,868.00 \$ 285,829.00

Schedule: C
Description: CP 2016-09G Water Main Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.502	SALVAGE HYDRANT & VALVE	EACH	9.00	9.00	\$ 400.00	\$ 3,600.00	\$ 3,600.00
2	2104.503	REMOVE WATER MAIN	LIN FT	135.00	0.00	\$ 8.00	\$ 1,080.00	\$ -
3	2104.602	REMOVE WATER SERVICE	EACH	7.00	3.00	\$ 700.00	\$ 4,900.00	\$ 2,100.00
4	2211.609	CRUSHED ROCK PIPE BEDDING	TON	50.00	49.15	\$ 25.00	\$ 1,250.00	\$ 1,228.75
5	2504.602	WATERMAIN OFFSET	EACH	2.00	0.00	\$ 1,500.00	\$ 3,000.00	\$ -
6	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	7.00	1.00	\$ 500.00	\$ 3,500.00	\$ 500.00
7	2504.602	0.75" CORPORATION STOP	EACH	6.00	1.00	\$ 150.00	\$ 900.00	\$ 150.00
8	2504.602	ADJUST CURB STOP	EACH	5.00	6.00	\$ 95.00	\$ 475.00	\$ 570.00
9	2504.602	0.75" CURB STOP & BOX	EACH	6.00	1.00	\$ 500.00	\$ 3,000.00	\$ 500.00
10	2504.602	HYDRANT & GATE VALVE	EACH	9.00	9.00	\$ 7,000.00	\$ 63,000.00	\$ 63,000.00
11	2504.603	3/4" TYPE K COPPER PIPE	LIN FT	420.00	67.00	\$ 30.00	\$ 12,600.00	\$ 2,010.00
12	2504.603	REMOVE AND REPLACE GATE VALVE BOX	EACH	6.00	6.00	\$ 1,100.00	\$ 6,600.00	\$ 6,600.00
13	2504.603	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	6.00	6.00	\$ 1,500.00	\$ 9,000.00	\$ 9,000.00
14	2504.604	4" POLYSTYRENE INSULATION	SQ YD	250.00	59.00	\$ 32.00	\$ 8,000.00	\$ 1,888.00

Schedule C Subtotal: \$ 120,905.00 \$ 91,146.75

Schedule: D
Description: CP 2016-09G Sanitary Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	2.00	2.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
2	2104.502	SALVAGE CASTING	EACH	10.00	10.00	\$ 80.00	\$ 800.00	\$ 800.00
3	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	350.00	347.00	\$ 3.00	\$ 1,050.00	\$ 1,041.00
4	2104.602	REMOVE SEWER SERVICE	EACH	9.00	6.00	\$ 300.00	\$ 2,700.00	\$ 1,800.00
5	2503.503	12" PVC PIPE SEWER SDR 35	LIN FT	350.00	347.00	\$ 50.00	\$ 17,500.00	\$ 17,350.00
6	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	2.00	2.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00
7	2503.602	LOCATE SANITARY SEWER SERVICE	EACH	4.00	0.00	\$ 400.00	\$ 1,600.00	\$ -
8	2503.602	SANITARY SEWER SERVICE REPLACEMENT	EACH	9.00	6.00	\$ 2,200.00	\$ 19,800.00	\$ 13,200.00
9	2503.602	SANITARY SEWER UMBRELLAS	EACH	12.00	13.00	\$ 125.00	\$ 1,500.00	\$ 1,625.00
10	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	12.00	13.00	\$ 225.00	\$ 2,700.00	\$ 2,925.00
11	2503.603	RECONSTRUCT SANITARY MANHOLE	EACH	6.00	5.00	\$ 1,950.00	\$ 11,700.00	\$ 9,750.00
12	2506.502	ADJUST FRAME & RING CASTING	EACH	4.00	5.00	\$ 690.00	\$ 2,760.00	\$ 3,450.00
13	2506.602	SANITARY SEWER MANHOLE	EACH	3.00	3.00	\$ 3,930.00	\$ 11,790.00	\$ 11,790.00

Schedule D Subtotal: \$ 76,700.00 \$ 66,531.00

COST SUMMARY

Contract: CP 2016-09G
Owner: City of Inver Grove Heights
Project: 60th Street , 62nd Street, and Bacon Avenue Improvements

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	CP 2016-09G Street Improvements	\$ 1,363,277.60	\$ 1,175,401.76
B	CP 2016-09G Storm Sewer Improvements	\$ 286,868.00	\$ 285,829.00
C	CP 2016-09G Water Main Improvements	\$ 120,905.00	\$ 91,146.75
D	CP 2016-09G Sanitary Sewer Improvements	\$ 76,700.00	\$ 66,531.00
Total Base Cost		\$ 1,847,750.60	\$ 1,618,908.51
Change Order No. 2:		\$ 20,302.64	\$ 20,302.64
Total Contract Amount		\$ 1,868,053.24	
Contract Work Completed To Date			\$ 1,639,211.15
Retainage 3.00%			\$ 49,176.33
Previous Payments			\$ 1,486,395.36
Amount Due This Partial Payment #4			\$ 103,639.46

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 5 for City Project No. 2019-09D – 64th Street Area Improvements

Meeting Date: November 23, 2020

Item Type: Consent

Contact: Thomas J. Kaldunski, 651-315-6336

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: Pavement Management Fund, Franchise Fee Funds, Storm Water Utility Fund, Sewer Fund, Water Fund, Special Assessments, DCSWCD Grant

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 5 for City Project No. 2019-09D – 64th Street Area Improvements.

SUMMARY

City Project No. 2019-09D was ordered on November 25, 2019, as part of the City's 2020 Pavement Management Program. The contract was awarded to Valley Paving, Inc. on May 11, 2020 with a contract award amount of \$989,601.87.

The project is substantially completed except for a few punch lists items and turf achieving full establishment for final approval. The retainage is being reduced from 5% to 1%.

I recommend approval of Pay Voucher No. 5, in the amount of \$38,887.42 for work on City Project No. 2019-09D-64th Street Area Improvements.

SWD/es

Attachments: Pay Voucher No. 5
Bid Abstract

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

ESTIMATE NO: 5 (Five)
DATE: November 23, 2020
PERIOD ENDING: October 31, 2020
CONTRACT: 2020 Pavement Management Program
PROJECT NO: 2019-09D-64th Street Area Improvements

TO: Valley Paving, Inc.
8800 13th Ave E
Shakopee, MN 55379

Original Contract Amount	\$989,601.87
Total Addition (Change Order No. 2)	\$46,663.00
Total Deduction (Change Order No. 1)	(\$19,405.00)
Total Contract Amount	\$1,016,859.87
Total Value of Work to Date	\$896,185.58
Less Retained (1%)	\$8,961.86
Less Previous Payments	\$848,336.30
Total Approved for Payment this Voucher	\$38,887.42
Total Payments including this Voucher	\$887,223.72

Approvals:

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

Signed by:	 _____ Thomas J. Kaldunski, City Engineer	<u>November 23, 2020</u>
Signed by:	_____ Valley Paving, Inc.	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>November 23, 2020</u>

PAY VOUCHER NO. 5
64TH STREET AREA IMPROVEMENTS
CITY PROJECT NO.: 2019-09D
BMI PROJECT NO. T18.119578
BID DATE: FEBRUARY 13, 2020 AT 11:00 AM

ITEM NO.	SPEC NO.	ITEM	APPROX. NOTES	QUANT	UNIT	QUANTITY TO DATE	UNIT PRICE	AMOUNT	TOTAL CONTRACT COST TO DATE 10/31/2020
PART 1: STREETS									
1	2021.501	MOBILIZATION		1	LS	1.0	\$38,500.00	\$38,500.00	\$38,500.00
2	2101.524	CLEARING		3	TREE	3	\$260.00	\$780.00	\$780.00
3	2101.524	GRUBBING		3	TREE	3	\$52.00	\$156.00	\$156.00
4	2104.502	SALVAGE SIGN TYPE C		6	EACH	6	\$52.00	\$312.00	\$312.00
5	2104.502	SALVAGE LIGHTING UNIT		3	EA		\$572.00	\$1,716.00	
6	2104.503	REMOVE CURB & GUTTER (SPOT REPAIR)		1200	LF	1189	\$8.50	\$10,200.00	\$10,106.50
7	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT		48	SY	42	\$19.00	\$912.00	\$798.00
8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT		215	SY	348	\$7.50	\$1,612.50	\$2,610.00
9	2105.507	SPOT SUBGRADE EXCAVATION (CORRECTION)	(EV)	642	CY	217	\$32.00	\$20,544.00	\$6,944.00
10	2105.604	FINISH GRADING (P)	(P)	9624	SY	9624	\$0.92	\$8,854.08	\$8,854.08
11	2105.607	COMMON EXCAVATION (P)	(P)	79	CY	79	\$50.00	\$3,950.00	\$3,950.00
12	2105.607	HAUL EXCESS RECLAIM MATERIAL OFF SITE	(EV)	678	CY	994	\$21.50	\$14,577.00	\$21,371.00
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM)		30	HR	12	\$170.00	\$5,100.00	\$2,040.00
14	2130.501	WATER		324	MGAL	225	\$20.00	\$6,480.00	\$4,500.00
15	2211.509	AGGREGATE BASE (EXCESS RECLAIM)	(CV)	30	CY	25	\$26.00	\$780.00	\$650.00
16	2211.607	SUBGRADE CORRECTION W/ EXCESS RECLAIM	(CV)	642	CY	110	\$13.75	\$8,827.50	\$1,512.50
17	2215.504	FULL DEPTH RECLAMATION (P)	(P)	9624	SY	9624	\$1.15	\$11,067.60	\$11,067.60
18	2232.604	EDGE MILL BITUMINOUS SURFACE		67	SY	67	\$10.00	\$670.00	\$670.00
19	2331.603	JOINT ADHESIVE (MASTIC)		4800	LF	1795	\$0.57	\$2,736.00	\$1,023.15
20	2357.506	BITUMINOUS MATERIAL FOR TACK COAT		674	GAL	800	\$2.50	\$1,685.00	\$2,000.00
21	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)		1339	TON	1216	\$80.88	\$108,298.32	\$98,350.08
22	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)		2009	TON	1728	\$72.64	\$145,933.76	\$125,521.92
23	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,E), DRIVEWAY		45	TON	50	\$140.00	\$6,300.00	\$7,000.00
24	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)		3	EA	11	\$850.00	\$2,550.00	\$9,350.00
25	2531.503	CONCRETE CURB AND GUTTER SURMOUNTABLE (HAND POUR)		1200	LF	978	\$23.85	\$28,620.00	\$23,325.30
26	2531.503	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	(6)	100	LF	211	\$23.85	\$2,385.00	\$5,032.35
27	2531.504	6" CONCRETE DRIVEWAY PAVEMENT		48	SY	37	\$86.25	\$4,140.00	\$3,191.25
28	2531.607	HIGH EARLY STRENGTH CONCRETE SURCHARGE		30	CY	1	\$19.25	\$577.50	\$19.25
29	2545.602	INSTALL LIGHTING UNIT	(7)	3	EA		\$2,225.00	\$6,675.00	
30	2563.601	TRAFFIC CONTROL		1	LS	1	\$3,200.00	\$3,200.00	\$3,200.00
31	2564.518	SIGN PANELS TYPE C		61	SF	61	\$62.40	\$3,806.40	\$3,806.40
32	2573.501	STABILIZED CONSTRUCTION EXIT		1	LS		\$2,130.00	\$2,130.00	
33	2573.501	EROSION CONTROL SUPERVISOR		1	LS	1	\$1,500.00	\$1,500.00	\$1,500.00
34	2573.502	STORM DRAIN INLET PROTECTION		27	EACH	14	\$150.00	\$4,050.00	\$2,100.00
35	2573.503	SEDIMENT CONTROL LOGS, TYPE COMPOST		350	LF	462	\$4.00	\$1,400.00	\$1,848.00
36	2573.601	STORMWATER MANAGEMENT ALLOWANCE		1	LS		\$5,000.00	\$5,000.00	
37	2574.507	BOULEVARD TOPSOIL BORROW, 4" THICK	(LV)	750	CY	80	\$42.25	\$31,687.50	\$3,380.00
38	2575.601	LANDSCAPING ALLOWANCE		1	LS		\$10,000.00	\$10,000.00	
39	2575.608	FLEXTERRA HYDROMULCH, SEED MIX 25-151, FERTILIZER		4668	SY	2550	\$1.87	\$8,729.16	\$4,768.50
PART 1: STREETS - PROJECT TOTAL								\$516,442.32	\$410,237.88

ITEM NO.	SPEC NO.	ITEM	APPROX. NOTES	QUANT	UNIT	QUANTITY TO	UNIT PRICE	AMOUNT	TOTAL CONTRACT COST TO DATE
PART 2: SANITARY SEWER									
40	2104.502	REMOVE CASTING & RINGS (SANITARY)		11	EACH	11	\$125.00	\$1,375.00	\$1,375.00
41	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL		11	EACH	11	\$215.00	\$2,365.00	\$2,365.00
42	2506.502	INSTALL NEW RINGS AND CASTING (SANITARY)		6	EACH	6	\$1,025.00	\$6,150.00	\$6,150.00
43	2506.602	RECONSTRUCT SANITARY MANHOLE	(8)	5	EACH	5	\$1,900.00	\$9,500.00	\$9,500.00
PART 2: SANITARY SEWER - PROJECT TOTAL								\$19,390.00	\$19,390.00
PART 3: WATERMAIN									
44	2104.502	REMOVE GATE VALVE		1	EACH	1	\$660.00	\$660.00	\$660.00
45	2104.602	REMOVE HYDRANT & VALVE	(1)	5	EACH	5	\$660.00	\$3,300.00	\$3,300.00
46	2104.602	REMOVE WATER SERVICE		3	EACH	2	\$440.00	\$1,320.00	\$880.00
47	2504.602	HYDRANT & GATE VALVE	(2)	5	EACH	5	\$8,500.00	\$42,500.00	\$42,500.00
48	2504.602	6" GATE VALVE & BOX		2	EACH	1	\$2,800.00	\$5,600.00	\$2,800.00
49	2504.602	REMOVE AND REPLACE GATE VALVE BOX		4	EACH	3	\$1,700.00	\$6,800.00	\$5,100.00
50	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS		4	EACH	3	\$2,325.00	\$9,300.00	\$6,975.00
51	2504.602	1" CORPORATION STOP		3	EACH	2	\$565.00	\$1,695.00	\$1,130.00
52	2504.602	1" CURB STOP AND BOX		3	EACH	2	\$630.00	\$1,890.00	\$1,260.00
53	2504.602	ADJUST CURB STOP		6	EACH		\$200.00	\$1,200.00	
54	2504.603	1" COPPER PIPE, TYPE K		120	LF	40	\$70.50	\$8,460.00	\$2,820.00
55	2504.604	4" POLYSTYRENE INSULATION		32	SY	4	\$60.00	\$1,920.00	\$210.00
56	2504.608	DUCTILE IRON FITTINGS		300	POUND	225	\$9.05	\$2,715.00	\$2,036.25
PART 3: WATERMAIN - PROJECT TOTAL								\$87,360.00	\$69,671.25
PART 4: STORM SEWER									
57	2104.502	REMOVE DRAINAGE STRUCTURE		6	EACH	6	\$440.00	\$2,640.00	\$2,640.00
58	2104.502	REMOVE CASTING & RINGS (STORM)		10	EACH	10	\$125.00	\$1,250.00	\$1,250.00
59	2104.503	REMOVE SEWER PIPE (STORM)		70	LF	63	\$12.50	\$875.00	\$787.50
60	2451.609	GRANULAR BACKFILL (STORM)		64	TON	64	\$46.00	\$2,944.00	\$2,944.00
61	2503.503	15" RC PIPE SEWER CLASS V		70	LF	57	\$97.50	\$6,825.00	\$5,557.50
62	2503.602	INTERNAL ADJUSTING RING SEALANT (FLEX-SEAL)	(3)	19	EACH	17	\$725.00	\$13,775.00	\$12,325.00
63	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'		2	EACH	2	\$2,850.00	\$5,700.00	\$5,700.00
65	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		1	EACH	1	\$7,150.00	\$7,150.00	\$7,150.00
64	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3' W/ SUMP	(9)	1	EACH	1	\$3,250.00	\$3,250.00	\$3,250.00
66	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 W/ SUMP &	(10)	2	EACH	2	\$15,800.00	\$31,600.00	\$31,600.00
67	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (SCICLONE)	(4)	1	EA	1	\$23,800.00	\$23,800.00	\$23,800.00
68	2506.602	INSTALL NEW RINGS AND CASTING (STORM)		10	EACH	10	\$775.00	\$7,750.00	\$7,750.00
69	2506.602	CONNECT TO EXISTING STORM STRUCTURE		1	EACH	1	\$1,000.00	\$1,000.00	\$1,000.00
70	2506.602	CONNECT TO EXISTING STORM SEWER		4	EACH	4	\$850.00	\$3,400.00	\$3,400.00
PART 4: STORM SEWER - PROJECT TOTAL								\$111,959.00	\$109,154.00

ITEM NO.	SPEC NO.	ITEM	NOTES	APPROX. QUANT	UNIT	QUANTITY	UNIT	TOTAL CONTRACT		
						TO	PRICE	AMOUNT	COST TO DATE	
PART 5: TRUNK STORM SEWER AND RAVINE IMPROVEMENTS										
71	2104.502	CLEARING		75	TREE	96	\$315.00	\$23,625.00	\$30,240.00	
72	2104.503	GRUBBING		75	TREE	96	\$52.00	\$3,900.00	\$4,992.00	
73	2104.502	REMOVE DRAINAGE STRUCTURE		4	EACH	4	\$600.00	\$2,400.00	\$2,400.00	
74	2104.502	REMOVE CASTING ASSEMBLY		2	EACH	2	\$250.00	\$500.00	\$500.00	
75	2104.503	REMOVE SEWER PIPE (STORM)		60	LF	60	\$16.00	\$960.00	\$960.00	
76	2104.503	SALVAGE CHAIN LINK FENCE		112	LF	106	\$12.50	\$1,400.00	\$1,325.00	CO 2
77	2105.607	COMMON EXCAVATION - RAVINE (P)	(P)(EV)	335	CY	335	\$16.00	\$5,360.00	\$5,360.00	
78	2105.607	COMMON EXCAVATION - WATER QUALITY BMP (P)	(P)(EV)	519	CY	519	\$25.00	\$12,975.00	\$12,975.00	CO 2
79	2451.609	GRANULAR BACKFILL (STORM)		142	TON	142	\$62.00	\$8,804.00	\$8,804.00	
80	2501.502	12" RC PIPE APRON		1	EACH	1	\$1,100.00	\$1,100.00	\$1,100.00	CO 1
81	2501.502	24" RC PIPE APRON		1	EACH	1	\$2,050.00	\$2,050.00	\$2,050.00	
82	2502.602	INSTALL 6" PVC PIPE DRAIN CLEANOUT (VENTED)		7	EACH	5	\$440.00	\$3,080.00	\$2,200.00	
83	2502.603	6" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK		269	LF	272	\$26.00	\$6,994.00	\$7,072.00	CO 2
84	2502.603	6" SOLID PVC PIPE DRAIN		25	LF	25	\$36.00	\$900.00	\$900.00	
85	2503.503	12" RC PIPE SEWER CLASS V		20	LF	26	\$96.50	\$1,930.00	\$2,509.00	CO 1
86	2503.503	15" RC PIPE SEWER CLASS V		157	LF	157	\$55.40	\$8,697.80	\$8,697.80	
87	2503.503	24" RC PIPE SEWER CLASS IV		459	LF	424	\$80.25	\$36,834.75	\$34,026.00	
88	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		5	EACH	6.14	\$4,800.00	\$24,000.00	\$29,472.00	
89	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 W/ WEIR	(11)		EACH		\$6,025.00			CO 1
90	2506.602	CASTING ASSEMBLY R-4342 W/ PRECAST CONCRETE FRAME		2	EACH	2	\$1,125.00	\$2,250.00	\$2,250.00	
91	2506.602	CONNECT TO EXISTING STORM SEWER		3	EACH	3	\$850.00	\$2,550.00	\$2,550.00	
92	2506.602	RECONSTRUCT DRAINAGE STRUCTURE		1	EACH	1	\$1,350.00	\$1,350.00	\$1,350.00	
93	2511.509	RANDOM RIPRAP, CLASS IV		60	CY	87	\$185.00	\$11,100.00	\$16,095.00	CO 1
94	2571.602	DECIDUOUS SHRUB, 5 GAL		50	EACH	50	\$208.00	\$10,400.00	\$10,400.00	CO 2
95	2573.502	STORM DRAIN INLET PROTECTION		3	EACH	3	\$250.00	\$750.00	\$750.00	
96	2573.503	SILT FENCE, TYPE MS		2200	LF	2593	\$2.05	\$4,510.00	\$5,315.65	\$ 4,003.65
97	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER		360	LF	302	\$11.50	\$4,140.00	\$3,473.00	
98	2574.607	FILTRATION MEDIA, 24" THICK	(LV)	297	CY	298	\$70.00	\$20,790.00	\$20,860.00	CO 2
99	2574.607	BOULEVARD TOPSOIL BORROW, 4" THICK	(LV)	925	CY	735	\$36.00	\$33,300.00	\$26,460.00	
100	2575.604	FLEXTERRA HYDROMULCH, SEED MIX 25-151, FERTILIZER		350	SY	350	\$1.87	\$654.50	\$654.50	
101	2575.604	STRAW BLANKET, FOREST GROUND COVER EAST SEED MIX, FERTII		4980	SY	4980	\$1.87	\$9,312.60	\$9,312.60	
102	2575.604	STRAW BLANKET, SEED 33-261, FERTILIZER		370	SY	370	\$1.87	\$691.90	\$691.90	
103	2575.604	ENKAMAT TRM		874	SY	874	\$12.50	\$10,925.00	\$10,925.00	
104	2501.602	PIPE JOINT TIE		18	EACH	18	\$58.00	\$1,044.00	\$1,044.00	
105	2504.602	IRRIGATION SYSTEM REPAIR ALLOWANCE		1	LS	0.196	\$3,000.00	\$3,000.00	\$588.00	
106	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 W/ SUMP		1	EACH	1	\$10,800.00	\$10,800.00	\$10,800.00	
107	2506.602	CONST. WATER QUALITY DEVICE - SWD RETROFIT		1	EACH	1	\$5,600.00	\$5,600.00	\$5,600.00	
108	2515.618	FLEXAMAT		80	SF	80	\$13.50	\$1,080.00	\$1,080.00	
109	2557.603	INSTALL FENCE		75	LF	75	\$26.00	\$1,950.00	\$1,950.00	
PART 5: TRUNK STORM SEWER AND RAVINE IMPROVEMENTS - PROJECT TOTAL								\$281,708.55	\$287,732.45	

ITEM NO.	SPEC NO.	ITEM	APPROX. NOTES	QUANT	UNIT	QUANTITY TO	UNIT PRICE	AMOUNT	TOTAL CONTRACT COST TO DATE
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PROJECT SUMMARY

CITY PROJECT NO. 2019-09D
64TH STREET AREA IMPROVEMENTS

	AMOUNT	TOTAL CONTRACT COST TO DATE
PART 1: STREETS TOTAL	\$516,442.32	\$410,237.88
PART 2: SANITARY SEWER TOTAL	\$19,390.00	\$19,390.00
PART 3: WATERMAIN TOTAL	\$87,360.00	\$69,671.25
PART 4: STORM SEWER TOTAL	\$111,959.00	\$109,154.00
PART 5: TRUNK STORM SEWER AND RAVINE IMPROVEMENTS TOTAL	\$281,708.55	\$287,732.45
TOTAL BASE COST	\$1,016,859.87	\$896,185.58
TOTAL CONTRACT AMOUNT	\$1,016,859.87	
CONTRACT WORK COMPLETED TO DATE		\$896,185.58
RETAINAGE 1%		\$8,961.86
PREVIOUS PAYMENTS		\$848,336.30
AMOUNT DUE THIS PARTIAL PAYMENT		\$38,887.42

CURRENT CONSTRUCTION COST BREAKDOWN TO DATE							
DATE OF COUNCIL ACTION 11/23/2020							
CITY PROJECT NO.	ORIGINAL CONTRACT AMOUNT	TOTAL CHANGE ORDERS	WORK COMPLETED TO DATE	RETAINAGE	CURRENT PAYMENT	PAID TO DATE	CURRENT CONTRACT AMOUNT
CP 2019-09D	\$989,601.87	\$27,258.00	\$896,185.58	\$8,961.86	\$38,887.42	\$848,336.30	\$1,016,859.87

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2019-09F – Carter Path and Court Mill and Overlay

Meeting Date: November 23, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Jacob Moser, Civil Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2019-09F – Carter Path and Court Mill and Overlay.

SUMMARY

The improvements were ordered as part of the 2020 Pavement Management Program. The contract was awarded in the amount of \$194,681.00 to McNamara Contracting, on May 26, 2020 for City Project No. 2019-09F – Carter Path and Court Mill and Overlay.

Final Compensating Change Order No. 1, in the amount of \$(31,186.00), is to balance the contract amount with the work satisfactorily completed for final payment.

I recommend approval of Final Compensating Change Order No. 1 in the amount of \$(31,186.00), for a total contract amount of \$163,495.00, and Final Pay Voucher No. 2 in the amount of \$17,835.30 for City Project No. 2019-09F – Carter Path and Court Mill and Overlay.

JDM/np

Attachments: Final Compensating Change Order No. 1
 Final Pay Voucher No. 2
 Engineer's Final Report
 Resolution Accepting Work

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: Two (2) - FINAL
DATE: November 23, 2020
PERIOD ENDING: October 9, 2020
CONTRACT: 2019-09F Base Bid Schedules 1-4 with Alternate A
PROJECT NO: 2019-09F – Carter Path and Court Mill and Overlay

TO: McNamara Contracting
16700 Chippendale Ave.
Rosemount, MN 55068

Original Contract Amount.....\$194,681.00
Total Addition..... \$0.00
Total Deduction (Final Compensating Change Order No. 1) (\$31,186.00)
Total Contract Amount.....\$163,495.00
Total Value of Work to Date.....\$163,495.00
Less Retained (0%) \$0.00
Less Previous Payment\$145,659.70
Total Approved for Payment this Voucher.....\$17,835.30
Total Payments including this Voucher\$163,495.00

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through October 9, 2020.

Signed by:  November 23, 2020
Thomas J. Kaldunski, City Engineer

Signed by:  November 23, 2020
McNamara Contracting Date

Signed by: _____ November 23, 2020
George Tourville, Mayor

FINAL COMPENSATING CHANGE ORDER NO. 1

2020 Pavement Management Program

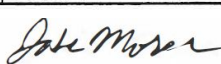
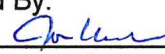
City Project No. 2019-09F – Carter Path and Court Mill and Overlay

Owner:	City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance:	November 23, 2020
Contractor:	McNamara Contracting 16700 Chippendale Ave. Rosemount, MN 55068	Engineer:	City of Inver Grove Heights

PURPOSE OF CHANGE ORDER

To balance the value of the work satisfactorily completed and total payments made to the Contractor.

Total Value of Work Completed to Date	\$194,681.00
Contract Amount to Date	\$163,495.00
Final Compensating Change Order Amount	\$(31,186.00)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price:	Original Contract Time:
\$194,681.00	Final Completion: October 10, 2020
Previous Change Orders	Net Change from Previous Change Orders
\$0.00	None
Contract Price Prior to this Change Order	Contract Time Prior to this Change Order
\$194,681.00	None
Net Increase (Decrease) of this Change Order	Net Increase (Decrease) of Change Order
\$(31,186.00)	None
Contract Price with all Approved Change Orders	Contract Time with Approved Change
\$163,495.00	None
Recommended By: 	Approved By: 
Jake Moser, Civil Engineer	McNamara Contracting

Approved By:



Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

November 23, 2020

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2019-09F – CARTER PATH AND COURT MILL AND OVERLAY

November 23, 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 to McNamara Contracting.
The work consisted of a street mill and overlay with minor utility 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 PRICE	\$194,681.00
CHANGE ORDERS	\$(31,186.00)
FINAL CONTRACT AMOUNT	\$163,495.00
FINAL VALUE OF WORK	\$163,495.00
PREVIOUS PAYMENTS	\$145,659.70
BALANCE DUE	\$17,835.30

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

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

**RESOLUTION ACCEPTING WORK OF MCNAMARA CONTRACTING AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$17,835.30**

CITY PROJECT NO. 2019-09F – CARTER PATH AND COURT MILL AND OVERLAY

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated May 26, 2020, McNamara Contracting satisfactorily completed improvements and appurtenances for City Project No. 2019-09F – Carter Path and Court Mill and Overlay.

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 23rd day of November 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2019-18 – Public Works Maintenance and Cold Storage Buildings Roof Replacement

Meeting Date: November 23, 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 Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2019-18 – Public Works Maintenance and Cold Storage Buildings Roof Replacement.

SUMMARY

The contract was awarded in the amount of \$289,700.00 to Jackson & Associates on March 23, 2020 for City Project No. 2019-18.

The contractor has completed the work through October 28, 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 Final Pay Voucher No. 3 in the amount of \$14,485.00, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2019-18.

SDT/kf

Attachments: Engineer's Final Report
 Resolution
 Letter from Stantec Architecture, Inc.
 Final Pay Voucher No. 3

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2019-18
PUBLIC WORKS MAINTENANCE AND COLD STORAGE BUILDINGS ROOF
REPLACEMENT**

November 23, 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 to Jackson & Associates. The work consisted of roof replacement for the Public Works Maintenance Facility and the Cold Storage Building.

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 PRICE	\$289,700.00
CHANGE ORDERS	0.00
FINAL CONTRACT AMOUNT	\$289,700.00
FINAL VALUE OF WORK	\$289,700.00
PREVIOUS PAYMENTS	\$275,215.00
BALANCE DUE	\$14,485.00

Sincerely,

Scott D. Thureen, P.E.
Public Works Director

SDT/kf

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

**RESOLUTION ACCEPTING WORK OF JACKSON & ASSOCIATES AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$14,485.00 FOR CITY PROJECT NO. 2019-18 –
PUBLIC WORKS MAINTENANCE AND COLD STORAGE BUILDINGS ROOF
REPLACEMENT**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated March 23, 2020, Jackson & Associates satisfactorily completed improvements and appurtenances for City Project No. 2019-18.

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 23rd day of November 2020

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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:	October 28, 2020		
File:	193804854		
Delivery:	Email		

Reference: Inver Grove Heights Public Works Maintenance and Cold Storage Buildings Roof Replacement Application and Certificate for Payment No. 3-Final

Attachment:

Copies	Doc Date	Pages	Description
1	10/28/2020	4	Application and Certificate for Payment No. 3-Final
1	6/12/2020	1	AIA Document G706
1	6/12/2020	1	AIA Document G706A
1	6/11/2020	1	IC-134
1	6/10/2020	4	Carlisle Roofing System Warranty

Hi Barry,

Please have the attached copy signed and then it can be scanned and emailed 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**

Senior Project Manager/Architect

Phone: (612) 712-2108

Cell: (651) 492-9089

Bruce.Paulson@stantec.com

c. File



Owner:	City of Inver Grove Heights, 8150 Barbara Ave., IGH, MN 55077	Date:	October 28, 2020
For Period:	6/16/2020 to 6/26/2020	Request No:	3-FINAL
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 0%		\$ 0.00
9	Subtotal		\$ 289,700.00
10	Less Amount Paid Previously		\$ 275,215.00
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 3-FINAL		\$ 14,485.00

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

Specified Contract Completion Date:
June 26, 2020

Date:

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:

RET

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	\$275,215.00
8	Current Payment Due	\$14,485.00
9	Balance to Finish including retainage	\$0.00

Bruce P. Paulson
Bruce P. Paulson
Stantec
October 28, 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:

[Signature]
UP 6/17/20

By./Date:

SCHEDULE OF VALUES

APPLICATION NO: RETT

APPLICATION DATE: June 11, 2020

PERIOD TO: June 30, 2020

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	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%
	Public Works Cold Storage 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	 \$14,250.00 \$156,750.00 \$72,865.00 \$19,000.00 \$12,350.00	 \$750.00 \$8,250.00 \$3,835.00 \$1,000.00 \$650.00		 \$15,000.00 \$165,000.00 \$76,700.00 \$20,000.00 \$13,000.00	 100.00% 100.00% 100.00% 100.00% 100.00%	 \$750.00 \$8,250.00 \$3,835.00 \$1,000.00 \$650.00
	GRAND TOTALS	\$289,700.00	\$275,215.00	\$14,485.00	\$0.00	\$289,700.00	\$0.00	\$14,485.00

Jackson & Associates LLC

1817 Buerkle Road
White Bear Lake, MN 55110

Invoice

Date	Invoice #
5/20/2020	7477-RET

Bill To

City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077-3410

P.O. No.	Terms	Attn
----------	-------	------

Net 30

Item	Quantity	Description	Rate	Date Complete	Amount
Roofing	1	5/20/2020 5% Retainage	11,301.00		11,301.00
Roofing	1	6/11/2020 5% Retainage	3,184.00		3,184.00

Job# 7477-RET
Project: IGH Public Works Cold Storage
Sales Tax

0.00%	0.00
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TOTAL	\$14,485.00
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PAYMENTS/ CREDITS	\$0.00
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BALANCE	\$14,485.00
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Thank you for your business.

Phone # 651-395-4120 Fax # 651-207-5827

AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)
Inver Grove Heights Works Maintenance & Cold Storage
8168 Barbara Avenue
Inver Grove Heights, MN 55077
TO OWNER: (Name and address)

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

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction (Roofing)

CONTRACT DATED: 3/23/2020

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF: Minnesota
COUNTY OF: Ramsey

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

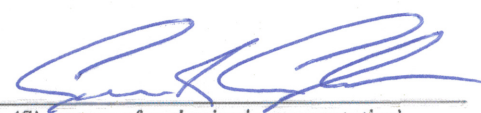
The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

Jackson & Associates LLC
1817 Buerkle Road
White Bear Lake, MN 55110

BY:

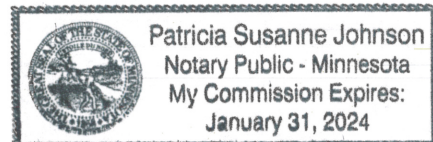

(Signature of authorized representative)

James R. Jackson VP
(Printed name and title)

Subscribed and sworn to before me on this date:

12th day of June, 2020

Notary Public: 
My Commission Expires: 1/31/2024





AIA

Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)

Project Name
Inver Grove Height Public Works Maintenance & Cold Storage
8168 Barbara Avenue
Inver Grove Heights, MN 55077

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General

Construction Roofing

CONTRACT DATED: 3/23/2020

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: (Name and address)

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

STATE OF: Minnesota

COUNTY OF: Ramsey

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

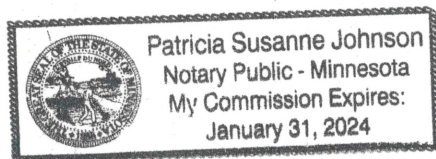
CONTRACTOR: (Name and address)

Jackson & Associates LLC
1817 Buerkle Road
White Bear Lake, MN 55110

BY:

[Signature]
(Signature of authorized representative)

VP Jim Jackson
(Printed name and title)



Subscribed and sworn to before me on this date:

12th day of June, 2020

Notary Public:

My Commission Expires:

Patricia Johnson
1-31-2024



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-659-732-256
Submitted Date and Time:	11-Jun-2020 3:51:35 PM
Legal Name:	JACKSON & ASSOCIATES LLC
Federal Employer ID:	20-5141122
User Who Submitted:	jaajimandleslie
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	324771840
Minnesota ID:	2474238
Project Owner:	CITY OF INVER GROVE HEIGHTS
Project Number:	7477
Project Begin Date:	04-May-2020
Project End Date:	08-Jun-2020
Project Location:	8168 BARBARA AVENUE, INVER GROVE HEIGHTS
Project Amount:	\$289,700.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

WARRANTY NO.: 1291593

BUILDING OWNER: CITY OF INVER GROVE HEIGHTS

NAME OF BUILDING: INVER GROVE HEIGHTS PUBLIC WORKS MAINTENANCE & COLD STORAGE ROOF REPLACEMENT

BUILDING ADDRESS: 8168 BARBARA AVE INVER GROVE HEIGHTS, MN

DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM: 6/10/2020

DATE OF ISSUE: 6/10/2020

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing Applicator for a period of 20 years, commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond 20.5 years, subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Insulation Adhesives and any other Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak. Carlisle shall have sole responsibility in determining the method of repair of the area.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
 - (a) The Carlisle Total Roofing System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds of 55 mph or higher measured at 10 meters above ground; or
 - (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
 - (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements.
 - (d) The Carlisle Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like; or
 - (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
 - (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or

- (g) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System; or
- (h) The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
- (i) The Carlisle Authorized Applicator or any additional contractor or subcontractor failed to follow Carlisle's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any Carlisle inspection report.

4. This Warranty shall be null and void if any of the following shall occur:

- (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
- (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Guide which accompanies this Warranty.

5. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden from the affected area as determined by Carlisle that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.

6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.

7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and/or warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.

8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a Carlisle representative.

12. Any dispute, controversy or claim between the Owner and Carlisle concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Carlisle do not resolve the dispute, controversy or claim in mediation, the Owner and Carlisle agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Cumberland County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

13. Roof System Design Assembly: Carlisle, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.

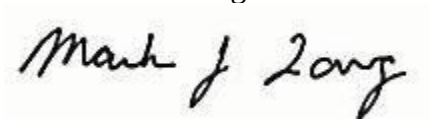
14. The Carlisle Authorized Applicator or any additional contractor or subcontractor are not agents of Carlisle.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

CARLISLE DOES NOT WARRANT THE EXISTING INSULATION UTILIZED IN THIS INSTALLATION, AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INTEGRITY, INSTALLATION, OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY THE EXISTING INSULATION.

BY: Mark J. Long

A handwritten signature in black ink that reads "Mark J. Long". The signature is written in a cursive, flowing style.

AUTHORIZED SIGNATURE

TITLE: Director, Technical and Warranty Services

This Warranty Expires: 6/9/2040

Carlisle Care and Maintenance Guide

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. Carlisle disclaims and assumes no liability for any rooftop activity.

- Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.
- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

When inspecting the Roofing System, pay special attention to the following:

- Walls/Parapets/Roof Edge – Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure.
- Roof Deck Membrane – Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic.
- Penetrations/Rooftop Units – Inspect the membrane, flashings and terminations around penetrations and roof top units for possible damage from service work. Ensure the units and terminations are secure.
- Remove debris (leaves, dirt, trash, etc.) – Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall. Debris can inhibit drainage.

Additional Maintenance Items:

- Foot Traffic – Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- Petroleum Products & Chemicals - Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation.
- Animal Fats/Vegetable Oils: EPDM Membranes - Do not exhaust animal fats/vegetable oils directly onto EPDM roof surfaces. TPO & PVC Membranes – Animal fats/vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water.

What to do if a leak occurs:

- After verifying the leak is through the roofing system, contact Carlisle at 1-800-233-0551 or at www.carlisesyntec.com.
- If minor, emergency temporary repairs are made to a suspected leak area, use Carlisle's Lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, Carlisle is not responsible for the cost associated with any emergency temporary repairs.

Alterations to the Roofing System:

- Alterations to the Roofing System must be completed by a Carlisle Authorized Applicator. The Carlisle Authorized Applicator must notify Carlisle when the revision work is complete. The necessary form can be found on the Carlisle website via the Authorized Applicators login.

Warranty Transfer:

- Warranties shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures. This form can be found on the Carlisle website for additional guidelines.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2020-07 – River Road Culvert Repair

Meeting Date: November 23, 2020
Item Type: Consent
Contact: Jacob Moser, 651.450.2489
Prepared by: Michael Edwards, Sr. Engr. Tech.
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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2020-07 – River Road Culvert Repair

SUMMARY

The contract was awarded in the amount of \$43,292.00 to Dahn Construction on September 14, 2020. The repairs are funded through the Stormwater Utility Fund.

The contractor has completed the work in accordance with the contract plans and specifications.

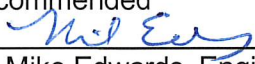
I recommend approval of Final Compensating Change Order No. 1 in the amount of -\$1,700.00, for a revised contract amount of \$41,592.00, Final Pay Voucher No. 1 in the amount of \$41,592.00, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2020-07 – River Road Culvert Repair.

JM/me

Attachments: Final Compensating Change Order No.1
Final Pay Voucher No. 1
Engineer's Report of Acceptance
Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 1

City Project No. 2020-07 River Road Culvert Repair

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 23, 2020
Contractor: Dahn Construction	Engineer: City of Inver Grove Heights
<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: \$ 43,292.00	Original Contract Time:
Previous Change Orders \$ 0.00	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order: \$ 43,292.00	Contract Time Prior to this Change Order
Net <u>Decrease</u> of this Change Order: (\$ 1,700.00)	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$ 41,592.00	Contract Time with Approved Change Orders
Recommended By:  Mike Edwards, Engineering Technician	Approved By:  Dahn Construction

Approved By:


Jacob Moser, Civil Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

November 23, 2020

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

ESTIMATE NO: 1 (one) FINAL

DATE: November 23, 2020

PERIOD ENDING: October 30, 2020

PROJECT NO: 2020-07 River Road Culvert Repair

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

Original Contract Amount\$43,292.00

Total Addition\$0.00

Total Deduction (Change Order #1).....\$1,700.00

Total Contract Amount.....\$41,592.00

Total Value of Work to Date..... \$ 41,592.00

Less Retained (0%) \$ 0.00

Less Previous Payment.....\$ 0.00

Total Approved for Payment this Voucher..... \$ 41,592.00

Total Payments including this Voucher\$ 41,592.00

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through October 30,2020.

Signed by: 
Jacob Moser, Civil Engineer

November 23, 2020
Date

Signed by: 
Dahn Construction

11/16/20
Date

Signed by: _____
George Tourville, Mayor

November 23, 2020
Date

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2020-07
RIVER ROAD CULVERT REPAIR**

November 23, 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 Dahn Contracting for City Project 2020-07 – River Road Culvert Repair.

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	\$43,292.00
Total Addition (Change Order No. 1)	\$0.00
Total Deduction (Change Order No. 2)	(\$1,700.00)
Total Contract Amount.....	\$41,592.00
Total Value of Work to Date.....	\$41,592.00
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$41,592.00
Total Payments including this Voucher	\$41,592.00

Sincerely,



Jacob Moser, P.E.
Civil Engineer

JM/me

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

**RESOLUTION ACCEPTING WORK OF DAHN CONSTRUCTION AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$41,592.00**

**CITY PROJECT NO. 2020-07
RIVER ROAD CULVERT REPAIR
RESOLUTION NO. _____**

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated September 14, 2020, Dahn Construction satisfactorily completed improvements and appurtenances for City Project No. 2020-07 River Road Culvert Repair.

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 23rd day of November 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2020-08 - Old Concord Boulevard Washout Repair

Meeting Date: November 23, 2020
 Item Type: Consent
 Contact: Jacob Moser, 651.450.2489
 Prepared by: Michael Edwards, Sr. Engr. Tech.
 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 |

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2020-08 – Old Concord Boulevard Washout Repair

SUMMARY

The contract was awarded in the amount of \$12,925.00 to Dahn Construction on September 14, 2020. The repairs are funded through the Stormwater Utility Fund.

The contractor has completed the work in accordance with the contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 1 in the amount of -\$3,000.00, for a revised contract amount of \$9,925.00, Final Pay Voucher No. 1 in the amount of \$9,925.00, Engineer's Report of Acceptance and Resolution Accepting Work City Project No. 2020-08 – Old Concord Boulevard Washout Repair.

JM/me

Attachments: Final Compensating Change Order No.1
 Final Pay Voucher No. 1
 Engineer's Report of Acceptance
 Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 1

**City Project No. 2020-08
Old Concord Boulevard Washout Repair**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 23, 2020
Contractor: Dahn Construction	Engineer: City of Inver Grove Heights
<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: \$ 12,925.00	Original Contract Time:
Previous Change Orders \$ 0.00	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order: \$ 12,925.00	Contract Time Prior to this Change Order
Net <u>Decrease</u> of this Change Order: (\$ 3,000.00)	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$ 9,925.00	Contract Time with Approved Change Orders
Recommended By:  Mike Edwards, Engineering Technician	Approved By:  Dahn Construction

Approved By:


Jacob Moser, Civil Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

November 23, 2020

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

ESTIMATE NO: 1 (one) FINAL

DATE: November 23, 2020

PERIOD ENDING: October 30, 2020

PROJECT NO: 2020-08 Old Concord Boulevard Washout Repair

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

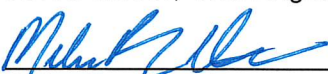
Original Contract Amount	\$12,925.00
Total Addition	\$0.00
Total Deduction (Change Order #1).....	\$3,000.00
Total Contract Amount.....	\$9,925.00
Total Value of Work to Date.....	\$ 9,925.00
Less Retained (0%)	\$ 0.00
Less Previous Payment.....	\$ 0.00
Total Approved for Payment this Voucher.....	\$ 9,925.00
Total Payments including this Voucher	\$ 9,925.00

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through October 30, 2020.

Signed by: 
Jacob Moser, Civil Engineer

November 23, 2020
Date

Signed by: 
Dahn Construction

11/23/20
Date

Signed by: _____
George Tourville, Mayor

November 23, 2020
Date

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2020-08
OLD CONCORD BOULEVARD WASHOUT REPAIR**

November 23, 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 Dahn Contracting for City Project 2020-08 – Old Concord Boulevard Washout Repair.

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	\$12,925.00
Total Addition (Change Order No. 1)	\$0.00
Total Deduction (Change Order No. 2)	(\$3,000.00)
Total Contract Amount.....	\$9,925.00
Total Value of Work to Date.....	\$9,925.00
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$9,925.00
Total Payments including this Voucher	\$9,925.00

Sincerely,



Jacob Moser, P.E.
Civil Engineer

JM/me

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

**RESOLUTION ACCEPTING WORK OF DAHN CONSTRUCTION AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$9,925.00**

**CITY PROJECT NO. 2020-08
OLD CONCORD BOULEVARD WASHOUT REPAIR
RESOLUTION NO. _____**

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated September 14, 2020, Dahn Construction satisfactorily completed improvements and appurtenances for City Project No. 2020-08 Old Concord Boulevard Washout Repair.

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 23rd day of November 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Authorizing Preparation of Feasibility Report and Receiving Amended Proposal from Wenck Associates, Inc. for City Project No. 2021-03 NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034

Meeting Date: November 23, 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: NWA Storm Water Fund and Developer Funds

PURPOSE/ACTION REQUESTED

Consider a resolution authorizing preparation of feasibility report and receiving amended proposal from Wenck Associates, Inc. (Wenck) for City Project No. 2021-03 NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034.

SUMMARY

The project is being initiated by the Canvas at Inver Grove Heights planned unit development (PUD) which received preliminary approval at the October 6, 2020, Planning Commission and the October 12, 2020, City Council as Watermark Properties – Case No. 20-27PUD. The final plat and plan PUD submittal were received on November 16, 2020. Regional basins EP-027A and EP-034 within the development have been identified for emergency pumping systems and force main improvements as identified in the March 2017 Feasibility Report for City Project No. 2015-19 Northwest Area (NWA) Robert Watershed Corridor. The project area is located in the southwest quarter of the southwest quarter of Section 5 Township 27 Range 22, the northeast quadrant of the intersection of Robert Trail South and 70th Street East.

A feasibility report is necessary for the emergency pumping systems and force main improvements needed for regional basins EP-027A and EP-034. Each regional basin will require a portable pump location and a force main pipe system that maintains the basin water levels. The force main system needs to be installed in conjunction with the public infrastructure (streets, sanitary sewer, storm sewer and water main) for the development. Wenck was selected from the consultant pool for their expertise and familiarity with the systems as the storm water consultant engineer for the Robert Watershed Corridor feasibility report and the County project for 70th Street and TH 3 intersection round-a-bout. Attached you will find Wenck's amendment and proposal for \$33,300 to complete the feasibility report and final design in conjunction with the Canvas development. The project will be funded by the NWA storm water fund and developer funds.

I recommend passage of the resolution authorizing the preparation of feasibility report and receiving the amended proposal from Wenck for City Project No. 2021-03 NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034.

SWD/kf

Attachments: Resolution
Exhibit
Wenck Proposal and Amendment

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION AUTHORIZING PREPARATION OF FEASIBILITY REPORT AND RECEIVING
AMENDED PROPOSAL FROM WENCK ASSOCIATES, INC. FOR CITY PROJECT NO. 2021-03
NWA EMERGENCY PUMPING SYSTEMS AND FORCE MAIN IMPROVEMENTS FOR REGIONAL
BASINS EP-027A AND EP-034**

RESOLUTION NO. _____

WHEREAS, City Project No. 2021-03 NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034 has been initiated by the Canvas at Inver Grove Heights planned unit development (PUD) which received preliminary approvals at the October 6, 2020, Planning Commission and the October 12, 2020, City Council as Watermark Properties – Case No. 20-27PUD:

Project No. Improvements

2021-03 Emergency pumping systems, force main improvements and appurtenances for regional basins EP-027A and EP-034 to be located in the southwest quarter of the southwest quarter of Section 5 Township 27 Range 22, the northeast quadrant of the intersection of Robert Trail South and 70th Street East.

WHEREAS, the City will need public improvements for NWA emergency pumping systems, force main improvements and appurtenances for regional basins EP-027A and EP-034 installed with the Canvas at Inver Grove Heights PUD; and

WHEREAS, a proposal dated September 22, 2020 and amended proposal dated November 18, 2020 have been received from Wenck Associates, Inc. (Wenck) in the amount of \$33,300 for preparation of feasibility report, preliminary design and final design services as requested by City staff;

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

1. The City Council of Inver Grove Heights receives and accepts the Wenck proposal dated September 22, 2020, in the amount of \$30,800 and the amendment to the proposal dated November 18, 2020 in the amount of \$2,500, for a total costs of \$33,300 for feasibility, preliminary design and final design engineering consultant services for City Project No. 2021-03 NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034.
2. The preparation of a feasibility report and preliminary design services by Wenck is hereby authorized.
3. The City Attorney is hereby authorized to assist the City Engineer on this project.
4. Project funding is provided through the NWA Storm Water Fund and Developer Funds.

Adopted this 23rd day of November 2020 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, Deputy Clerk

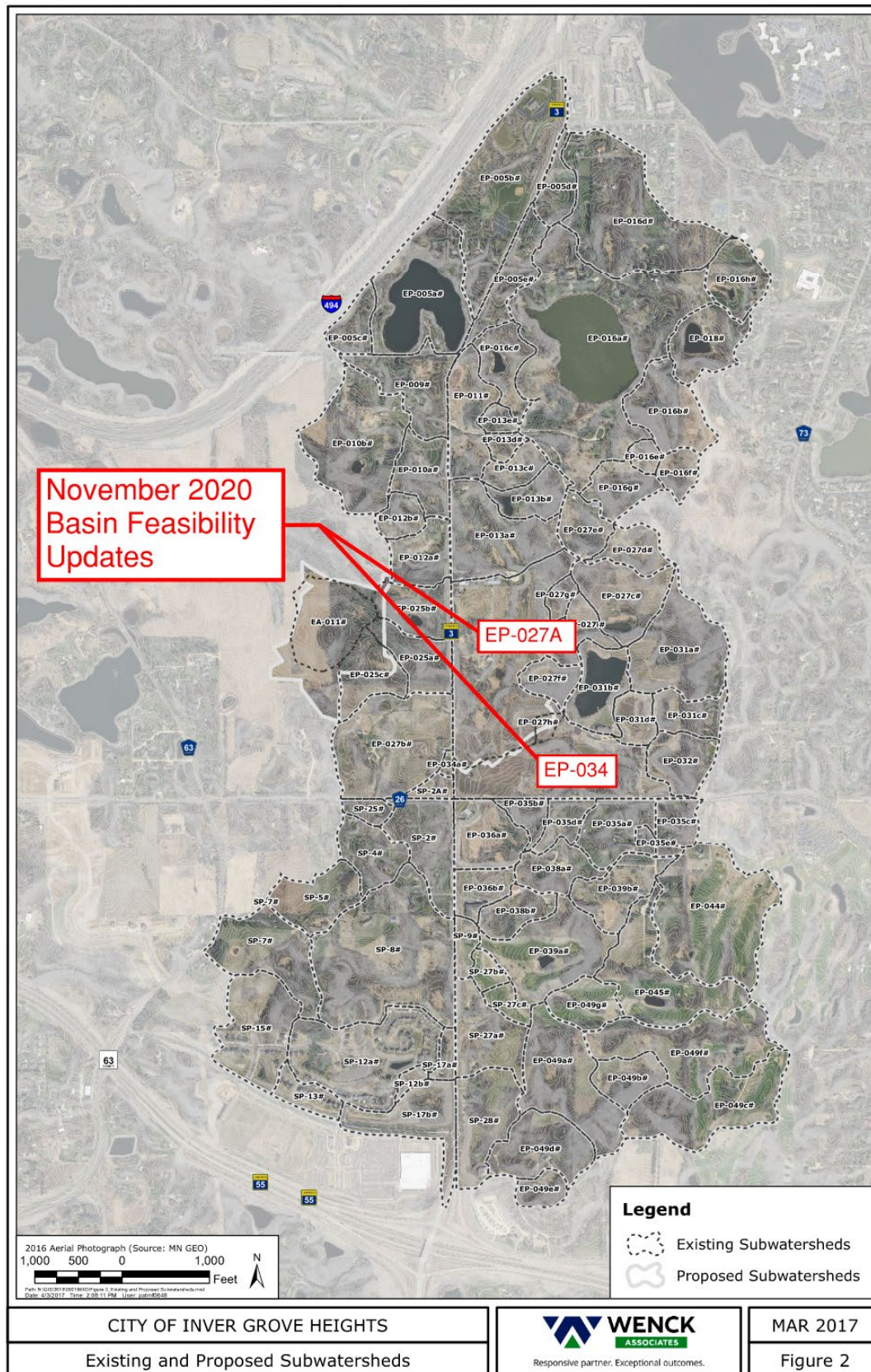


Figure 1: Site Location Map, 2020 Basin Updates



November 18, 2020

Mr. Steve Dodge

Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

SUBJECT: Contract Amendment for CP 2021-03 NWA Emergency Pumping Systems and
Forcemain Improvements for Regional Basins EP-027A and EP-034

Dear Mr. Dodge:

Wenck submitted a proposal (dated September 22, 2020) to the City of Inver Grove Heights (City) in the amount of \$30,800 to provide engineering design services for two emergency pumping systems and forcemains within the Canvas development. The City executed the proposal on September 30, 2020.

After proposal execution, City staff requested Wenck to prepare a feasibility study to consider forcemain alternatives and costs before beginning design of the system. The feasibility study would evaluate options to convey stormwater from basins EP-027a and EP-034 in the context of the developer plans dated September 3, 2020 and the estimated costs to do so. The effort to prepare the feasibility study, however, was not included in our September 22, 2020 proposal. Therefore, we request the City approve a contract amendment not to exceed \$2,500 for preparation of the feasibility study. If approved, this will become "Task 4" of our contract with a revised total of \$33,300.

We appreciate our continued relationship with the City of Inver Grove Heights and are pleased to continue assisting with growth within the city. Please let me know if you have any questions or need clarification on this request.

Sincerely,

Wenck Associates, Inc.

Todd Shoemaker, PE (MN, IA), CFM
Principal Water Resources Engineer
612-414-7166
tshoemaker@wenck.com



September 22, 2020

Mr. Steve Dodge

Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

SUBJECT: Proposal for Canvas Development Pumping Stations and Forcemain

Dear Mr. Dodge:

We appreciate the opportunity to present this proposal to the City of Inver Grove Heights. Our proposal includes a scope of work and budget to provide design drawings and specifications for the two stormwater pumping stations and forcemain at the Canvas Development. These areas were reviewed by Wenck in 2017 as part of the Robert Watershed Corridor Feasibility Report. Wenck will expound upon the concepts put together in that report to create final design drawing and specifications for the basins EP-027a and EP-034. We appreciate our continued relationship with the City of Inver Grove Heights and are pleased to continue assisting with growth within the city.

Fee Estimate, Schedule & Deliverables

- **Fee estimate** The cost for Wenck to complete the scope of work detailed below is \$30,800. Subtotals by task are provided below.
- **Schedule** We understand that the drawings and specifications will be used in conjunction with the overall master plans of the Canvas Development which will begin construction in 2021.
- **Deliverables**
 - a. Construction plans and technical specifications for pumping stations at EP-027a and EP-034.
 - b. Provide CAD-generated plan sheets of pumping station and associated utilities for Alliant Engineering to incorporate into the background of remaining civil package.

Scope of Work

- **Task 1: Pump Station Layout, Coordination & 60% Plans**
\$20,500
 - a. Review AutoCAD drawings provided by Alliant and convert into usable drawings with current CAD standards.
 - b. Review site changes for the pumping stations as identified in the feasibility report with the proposed conditions.
 - c. Update pumping station and hydraulic design calculations.
 - d. Review potential pumping pad locations with the City of Inver Grove Heights and the developer to incorporate into the site plan.
 - e. Prepare 60% site and utility plans for the proposed pumping station and forcemain. We anticipate approximately 12 sheets including plan, profile, and details.
 - f. Prepare 60% technical specifications.
 - g. Coordinate and lead three (3) meetings with City staff and developer's representatives.
- **Task 2: Construction Drawings and Technical Specifications**
\$8,500
 - a. Perform final design based on comments received during Task 1 and final design drawings provided by the developer.
 - b. Provide final technical specifications.
 - c. Coordinate and lead one (1) meeting with City staff and developer's representative.
- **Task 3: Cost Estimate**
\$1,800
 - a. Perform takeoffs on the proposed design during both the preliminary design and final design stages of the project and provide an engineering cost estimate for construction of the design.

Design Assumptions

- Wenck assumes that all relevant site drawing information will be provided by Alliant Engineering and developer in AutoCAD format to incorporate into drawings. This includes existing conditions, grading plan, site plan, utility information, stormwater plan, wetland delineations and any other relevant information to the site design.
- Wenck will prepare site plan, utility plan and profiles for the forcemain and associated storm sewer and provide relevant details for the described work.
- Wenck assumes that retaining walls required for the site layout will be less than 4' in height.
- Wenck assumes that site plan and grading plan will be finalized prior to Wenck completing the design. The 60 percent design documents generated in Task 1 will be reviewed with city staff prior to finalizing the design and technical specifications (Task 2).
- Wenck will work with Dakota County on a permit for the work within the County Right-of-Way. Otherwise, Wenck assumes that all permits will be obtained by others.
- Wenck assumes that we will complete the technical specifications for work included in our plans. The contract and bidding documents will be prepared by others.

Mr. Steve Dodge
City of Inver Grove Heights
Sept 22, 2020



- Bidding assistance and construction administrative services will be provided under a separate scope of work.
- Geotechnical report will be provided by Alliant Engineering. If any additional borings are necessary to complete the site design, Wenck assumes that those borings will be coordinated and performed by the developer. Wenck will provide locations for additional geotechnical investigation locations, if necessary.

Project Team

The following Wenck staff have been selected to execute the Scope of Work.

- Project Manager Todd Shoemaker
- Water resource engineers Eric Osterdyk, Louis Sigtermans
- Civil engineers Steve Hegland, Cody Mathisen

Proposal Terms & Acceptance

- Wenck will complete this scope of work according to the attached terms and conditions and fee schedule.
- Wenck will perform the scope of work on a time and materials basis and will not exceed the authorized budget without prior authorization.
- To accept the proposal as stated above, please complete the following:

City of Inver Grove Heights

Type or Print Name

Signature

Title

On behalf of the 300+ employee-owners of Wenck, thank you for this opportunity to continue working with the City of Inver Grove Heights. Should you have any questions or need clarification of anything presented in the attached proposal, please do not hesitate to contact me.

Sincerely,

Wenck Associates, Inc.

A handwritten signature in blue ink that reads 'Todd Shoemaker'.

Todd Shoemaker, PE (MN, IA), CFM
Principal Water Resources Engineer

GENERAL TERMS AND CONDITIONS

Article 1 Our Agreement

1.1 Our agreement with you consists of these General Terms and Conditions and the accompanying written proposal or authorization (Agreement). This Agreement is our entire Agreement and supersedes all prior agreements. This Agreement may be modified only in a writing signed by both us and you, making specific reference to the provision modified. Directing us to start work prior to execution of this Agreement constitutes your acceptance of this Agreement.

1.2 The words “you,” “we,” “us,” and “our” include officers, employees, and subcontractors.

1.3 Any conflicting or additional terms in a purchase order, work order, or other form used to authorize our services are not part of our Agreement unless we specifically accept them in writing. If we cannot agree on mutually acceptable terms, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Article 2 Our Responsibilities

2.1 We will provide the services specifically described in our Agreement. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our services, we will use that degree of care and skill ordinarily exercised by reputable members of our profession practicing under similar circumstances in the same locality at the same time. .

2.3 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.4 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing. You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us.

2.5 Our estimates of construction or remediation costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

2.6 Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and that site conditions may change over time.

Article 3 Your Responsibilities

3.1 You agree to provide us with all site information and data to which you have access which may affect our services. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

3.2 You will provide access to the site. In the course of our work some damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site but we will not be responsible for reasonable or normal damage. We have not included the cost of restoration of such damage in the estimated charges.

3.3 You agree to provide us with information in your possession or control relating to contamination at the work site.

3.4 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

3.5 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

3.6 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Article 4 Reports and Records

4.1 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

4.2 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.3 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

GENERAL TERMS AND CONDITIONS

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Article 5 Compensation

5.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.5 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.6 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation.

5.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Article 6 Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to

those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the proceeds from available insurance.

6.4 You agree to indemnify and defend us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.5 The prevailing party in any action relating to this agreement shall be entitled to recover its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury.

Article 7 General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Article 8 Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.



Responsive partner.
Exceptional outcomes.

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wenckmp@wenck.com
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Wenck Associates, Inc.
Fee Schedule
January 2020

<u>Classification</u>	<u>Hourly Rate</u>
Interns	\$64.00
Administrative Support / Technician	\$87.00
Professional I-A	\$99.00
Professional I-B	\$110.00
Professional I-C	\$123.00
Professional II-A	\$135.00
Professional II-B	\$148.00
Professional II-C	\$160.00
Professional III-A	\$170.00
Professional III-B	\$180.00
Professional III-C	\$190.00
Professional IV-A	\$200.00
Professional IV-B	\$200.00
Professional IV-C	\$200.00
Professional V-A	\$200.00
Professional V-B	\$200.00

- *Classifications listed above refer to the firm's internal system for billing purposes. The term "Professional" refers to engineers, scientists and business professionals.*
- *Subcontracted services will be billed at cost plus 15 percent.*
- *Company vehicle mileage will be billed at the rate of \$0.75/mile.*
- *Personal vehicle mileage will be billed at the IRS approved rate.*
- *Invoices are due upon presentation. Invoice balances not paid within thirty (30) days of invoice date are subject to 1-1/2% (18% annual) interest or finance charge.*
- *Specialized software used on a given project will be billed at a rate of \$15.00/hour.*
- *Rates to be adjusted annually.*

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

VANSOUTH LIMITED PARTNERSHIP – CASE NO. 20-39CUP

Meeting Date: November 23, 2020
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a Resolution relating to Conditional Use Permit for a drive-thru restaurant for the property located at 1322 Mendota Road (Southridge Shopping Center).

- Requires 4/5th's vote.
- 60-day deadline: December 12, 2020 (first 60 days)

SUMMARY

The applicant is proposing to construct a standalone coffee shop with drive-through. A coffee shop is a permitted use in the B-3 district but any restaurant type use with a drive-through requires a conditional use permit. The new coffee shop building would be located in the southwest corner of the Southridge Shopping Center site along South Robert Trail within the existing parking lot. Some of the parking spaces would be reconfigured to provide drive-through staking spaces and circulation around the site while keeping the truck circulation open at the back side of the shopping center.

ANALYSIS

The new building and improvements meet all performance standards. The Fire Marshal and Engineering have reviewed and see no issues with the project.

RECOMMENDATION

Planning Staff. Recommends approval of the conditional use permit with the conditions listed in the attached ordinance and resolution.

Planning Commission. Planning Commission recommended approval of the request as presented (9-0).

Attachments: Resolution Approving the Conditional Use Permit
Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A RESTAURANT
WITH DRIVE-THRU**

Case No. 20-39CUP
(Vansouth Limited Partnership)

WHEREAS, the request is for the property located at 1322 Mendota Road and legally described as:

**Lot 2, Block 1, HOME DEPOT OF INVER GROVE HEIGHTS, Dakota County, Minnesota,
according to the recorded plat thereof**

WHEREAS, the aforescribed property is zoned B-3, General Business District;

WHEREAS, restaurant, fast food with drive thru is listed as a conditional use within the B-3, General Business district;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on November 17, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional for restaurant fast food with drive thru is hereby approved subject to the following conditions:

1. Development of the site shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	10/19/20
Grading, Drainage and Erosion Control Plan	10/19/20
Utilities Plan	10/19/20
Landscape Plan	10/19/20

Building Elevations

9/21/20

2. Prior to any construction on site, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
3. All plans shall be subject to the review and approval of the Fire Marshal.
4. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract, which is part of the Administrative Code.
5. Building and new parking lot lighting to comply with city code standards.

BE IT FURTHER RESOLVED that the Deputy 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 23rd day of November, 2020.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Rebecca Kiernan, City Clerk

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

CASE NO.: 20-39CUP

APPLICANT: Vansouth Limited Partnership

PROPERTY OWNER: Vansouth Limited Partnership

REQUEST: Conditional Use Permit for restaurant with drive-through

LOCATION: 1322 Mendota Road

HEARING DATE: November 17, 2020

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS : Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to construct a standalone coffee shop with drive-through. A coffee shop is a permitted use in the B-3 district but any restaurant type use with a drive-through requires a conditional use permit. The new coffee shop building would be located in the southwest corner of the site along South Robert Trail within the existing parking lot. Some of the parking spaces would be reconfigured to provide drive-through staking spaces and circulation around the site while keeping the truck circulation open at the back side of the shopping center.

REQUESTS

The specific requests for the project include the following:

1. Conditional Use Permit for a Restaurant, Fast Food.

EVALUATION OF THE REQUEST

Surrounding Uses.

The subject property is surrounded by:

North: Commercial, West St. Paul.

East: Commercial; zoned B-4; guided RC

West: Car dealerships; zoned B-3; guided RC

South: Commercial, Senior housing; zoned B-3, Public/Institutional

Conditional Use Permit Site Plan Review

Setbacks. The proposed building would comply with all required setbacks from both South Robert and the south property line.

Parking Lot. The proposed improvements would alter the parking lot around the building. Some spaces would be removed for the drive-thru stacking lane and a new island would be installed for traffic circulation around the building. The applicant has provided parking numbers for the shopping center minus Home Depot. The improvements would result in a net reduction of 39 spaces, but parking provided for the entire shopping center building would still exceed minimum parking standards by 119.

Access. Access to the site is not changing from any streets; location is easily accessed through internal circulation.

Landscaping. Additional landscaping would be proposed in the new parking lot islands, along South Robert and around the building and trash enclosure.

Lighting. The plans show lighting fixtures on the new building which are sconce style lights. The lights must be designed so the light bulb itself is not clearly visible. Frosted or similar glass would reduce possible glare. The plans identify one new parking lot light in the new island. The new parking lot light must also comply with the fixture style with flat lens.

Exterior Building Materials. The exterior of the building would consist of stone, horizontal lap siding and glass, complying with code requirements.

Signage. All signage must comply with the signage allotment for the “B-3” zoning district. The submitted plan set identifies building signage which meets signage requirements. All signage requires sign permits.

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

Engineering. Engineering has reviewed the plans and notes standard conditions that will be required.

General conditional use permit review

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

- 1. The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use would be consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial,

and a coffee shop with a drive through is consistent with the uses envisioned in this district.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The property is zoned B-3 which allows for coffee shop with drive through.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed use would be an improvement on an existing site and would not have a detrimental effect on public improvements in the vicinity of the property.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The proposed improvements do not appear to have any negative effects on City facilities or services. Engineering, Fire, and Inspections would all review and approve plans for code compliance prior to any improvements being done on the property.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. *Aesthetics/exterior appearance*

The proposed building complies with exterior material standards.

- ii. *Noise*

The proposed use would not generate noises that are inconsistent with commercial operations in a commercial district.

- iii. *Fencing, landscaping, and buffering*

The applicant is providing additional landscaping to enhance the location.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The use would be an improvement in an existing shopping center. A restaurant use with drive through requires a conditional use permit whether stand alone or inside the building.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

Engineering will require some storm water management improvements to protect the pond to the south.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

- A. **Approval:** If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:

- o Approval of the Conditional Use Permit for a restaurant, fast food consisting of a coffee shop with drive through subject to the following conditions:

1. Development of the site shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	10/19/20
Grading, Drainage and Erosion Control Plan	10/19/20
Utilities Plan	10/19/20
Landscape Plan	10/19/20
Building Elevations	9/21/20

2. Prior to any construction on site, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
3. All plans shall be subject to the review and approval of the Fire Marshal.
4. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract, which is part of the Administrative Code.
5. Building and new parking lot lighting to comply with city code standards.

- B. **Denial:** Should the proposed request, or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

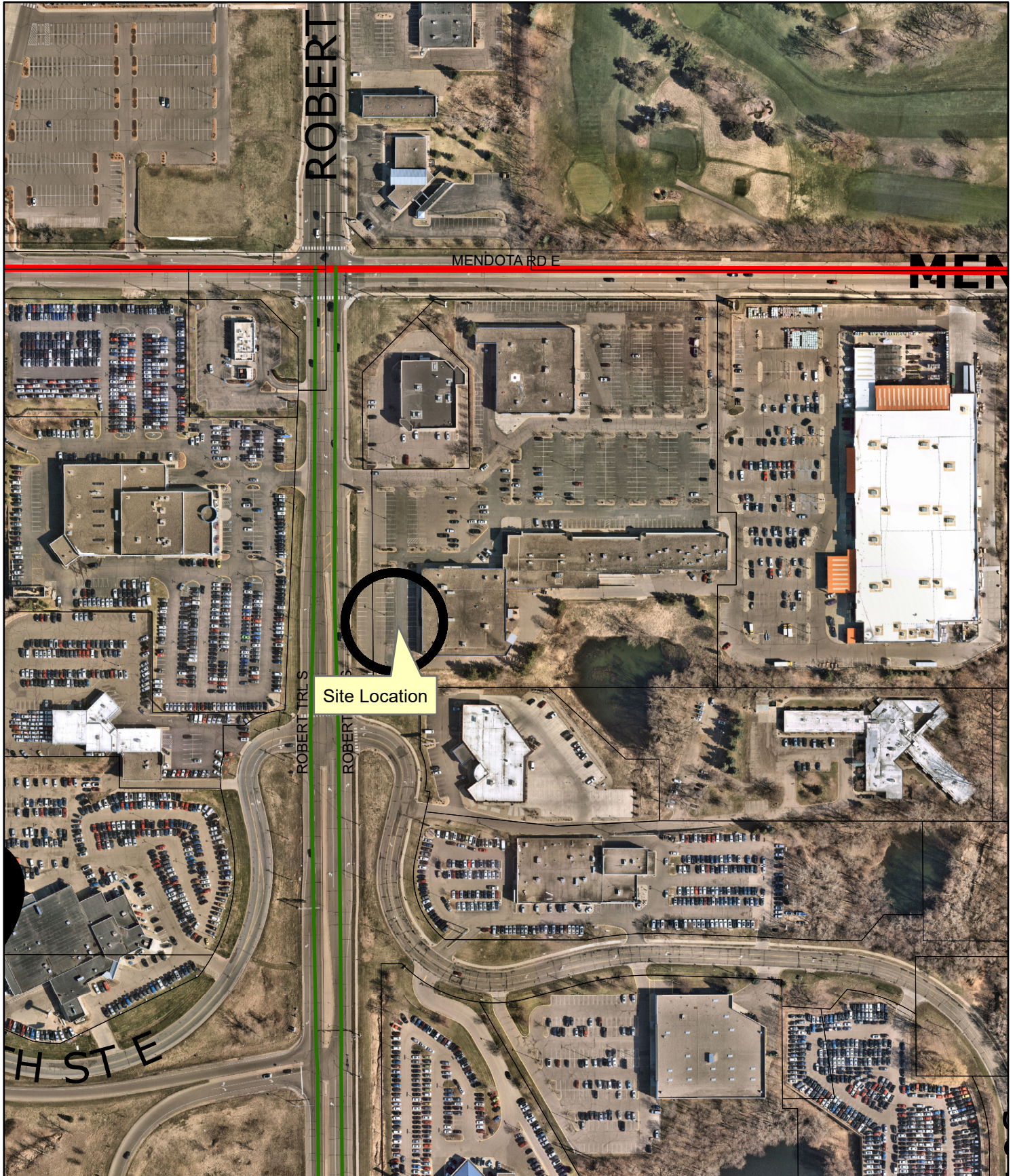
Staff recommends approval of the conditional use permit with the conditions listed.

Attachments:

Location Map
Applicant Narrative
Site Plan
Grading Plan
Landscape Plan
Building Elevations

Location Map

Case No. 20-39CUP



Vansouth Limited Partnership – Caribou Coffee
Conditional Use Permit Narrative
October 19, 2020

Project Overview

We propose to construct and operate a Caribou Cabin coffee shop (the “Cabin”) within the Southridge Shopping Center (the “Center”). The Cabin is a relatively new concept: it is a 625 SF building that serves only walk-up and drive-thru customers. There is no customer seating area within the Cabin, nor a restroom for the public. The Cabin has a North Woods style with wood-like siding and cultured stone on the exterior, and a gabled roof made of standing seam metal.

Site Plan Layout & Access

As shown on the Site Plan, the proposed Cabin will be located at the southwest corner of the Center, facing South Robert Street. The most convenient access to the Cabin will be from South Robert Street; however, the Cabin can be accessed also from Mendota Road and anywhere within the Center.

The property dedicated to the Cabin will be approximately 0.3 acres, in a portion of the existing parking lot west of the building that used to house a Pep Boys store. The site plan provides ample drive thru-stacks and parking stalls around the Cabin. Even though some parking stalls will be eliminated to construct the Cabin, there is abundant parking, exceeding city code, in the remaining parking areas of the Center.

Lot 2 (the parcel containing the non-Home Depot portion of the Center) currently has 595 parking stalls serving a total of 86,303 SF of retail space (6.89 stalls/1,000 SF). Construction of the Cabin would result in a net reduction of 39 stalls and a net increase of 625 SF in retail space. The resulting Center would have 556 parking stalls serving 86,928 SF of retail space, for a parking ratio of 6.39 stalls/1,000 SF. The 556 stalls provided would still be well in excess of the 437 stalls required by the City.

The proposed site layout will maintain vehicular circulation through the existing parking lot and to the truck dock areas behind the Center buildings.

Please notice that the preliminary civil plans submitted with this application show a line that corresponds to a potential future lot split into a separate parcel of the 0.3 acre area that contains the Cabin.

Signage

Included with the submittal materials is the proposed signage package for the Cabin and the site. Although the Center presently has two pylon signs and one monument sign along South Robert Street, Caribou is only proposed to add temporary (up to one year) signage specific to Caribou Coffee on the monument sign.

Site Grading and Utilities

To properly utilize and provide drainage for the proposed Cabin and parking areas most of the newly created lot will need to be disturbed and graded. This will include the removal of existing pavement and the re-grading of some of the lot area. During construction there will be effective erosion control utilized to prevent sediments from leaving the site either by truck traffic or through the exiting storm sewer system. When completed the site will include a new parking lot and fresh striping.

Presently there are utilities within the project area to serve the proposed building. Gas, electricity and cable services are available within Robert Street or within the shopping center. Sanitary sewer and watermain are on the south and east sides of the project area, and the site presently drains via storm sewer to the ponding area behind the shopping center. In order to construct the building in its proposed location, a portion of the existing storm sewer piping will need to be re-routed around the east side of the Cabin.

Timing

It is proposed to begin construction of this project in mid-winter or early spring and open in the summer of 2021.

Request for City Approvals

The required city entitlements for the proposed project are a Conditional Use Permit.

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PRELIMINARY PLANS

FOR
**EXISTING CONDITIONS, REMOVALS, SITE,
GRADING, UTILITIES, AND LANDSCAPE**

FOR
CARIBOU COFFEE CABIN

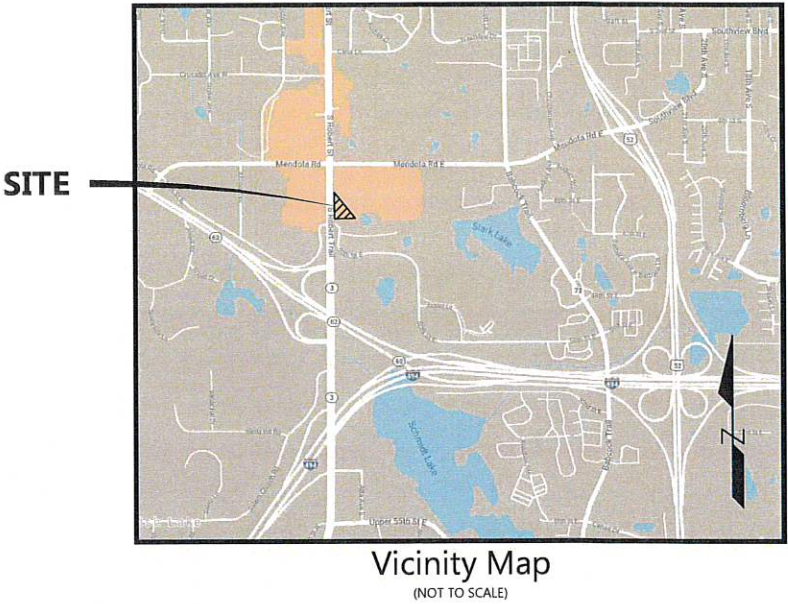
INVER GROVE HEIGHTS, MN

PREPARED FOR:
FINE ASSOCIATES, LLC
4916 IDS CENTER
MINNEAPOLIS, MN 55402
CONTACT: BIANCA FINE
PHONE: 612.332.2561
EMAIL: BFINE@FINEASSOCIATES.COM

PREPARED BY:
Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PROJECT NUMBER: 0026687.00
CONTACT: DANIEL M. PARKS



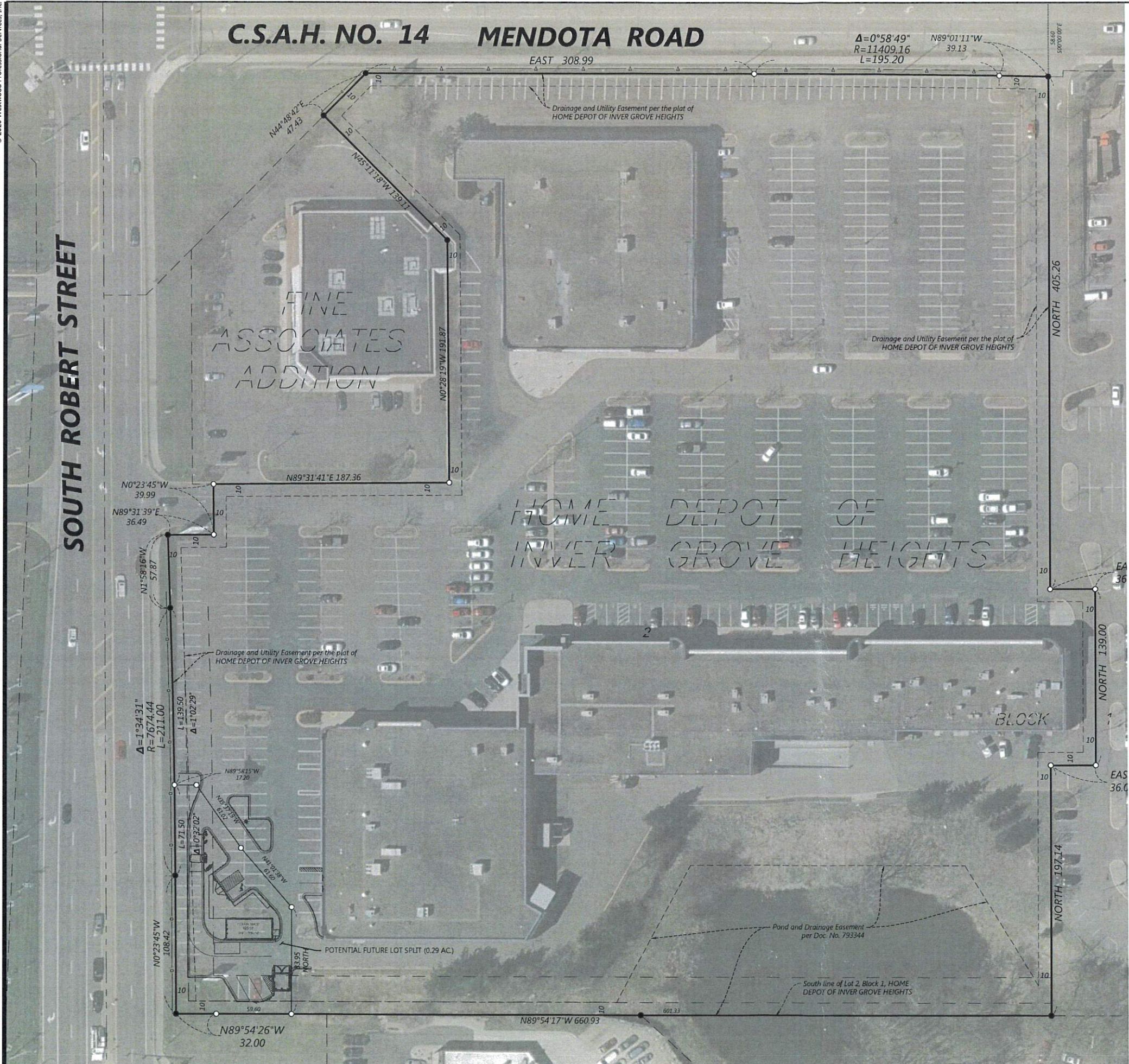
SHEET INDEX

Sheet Number	Sheet Title
C000	Cover
C100	Aerial Survey
C101	Existing Conditions and Removals Plan
C200	Site Plan
C300	Grading, Drainage, & Erosion Control Plan
C500	Utilities Plan
C600	Civil Details
C601	Civil Details
L100	Landscape Plan

NO.	DATE	REVISION	SHEETS

PRELIMINARY PLANS
FOR
EXISTING CONDITIONS, REMOVALS, SITE,
GRADING, UTILITIES, AND LANDSCAPE
FOR
CARIBOU COFFEE CABIN
INVER GROVE HEIGHTS, MN

INITIAL SUBMITTAL DATE: 10/19/20 SHEET: C000



SITE LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL
		FENCE
		FOUND MONUMENT (SEE LABEL)
		SET MONUMENT (SEE LABEL)

LEGAL DESCRIPTION

Lot 2, Block 1, HOME DEPOT OF INVER GROVE HEIGHTS, Dakota County, Minnesota.

OWNER/SUBDIVIDER

FINE ASSOCIATES, LLS
4916 IDS CENTER, MINNEAPOLIS, MN 55402
Phone: 612-332-2561

DEVELOPMENT DATA

Existing Zoning: B3 (GENERAL BUSINESS)
Site Area: 10.50 acres

PARKING RATIO REQUIREMENTS FOR B3 ZONING

EXISTING CONDITIONS

NORTH RETAIL
EXISTING RETAIL AREA 25,850 sf
REQUIRED PARKING RATIO 1:200
25,850/200 = 130 STALLS

SOUTH RETAIL
EXISTING RETAIL AREA 60,453 sf
REQUIRED PARKING RATIO 1:200
60,453/200 = 303 STALLS

NORTH AND SOUTH RETAIL (130+303)

433 STALLS REQUIRED

EXISTING PARKING ON SITE

595 STALLS PROVIDED

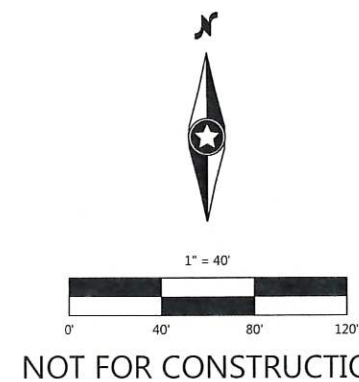
PROPOSED BUILDING ADDED

PROPOSED BUILDING ON SITE = 625 SF
PARKING REQUIREMENT FOR PROPOSED BUILDING (625/200 = 4 PARKING STALLS)

PARKING REQUIREMENT FOR EXISTING WITH PROPOSED (433 + 4) 437 STALLS REQUIRED

NET LOSS OF PARKING DUE TO PROPOSED BUILDING -39 STALLS LOST
EXISTING PARKING ON SITE MINUS PROPOSED (595 - 39) 556 STALLS PROPOSED

PROPOSED PARKING AFTER PROPOSED BUILDING ADDED RESULTS IN 119 EXTRA STALLS.



Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

DESIGNED:	TDM
CHECKED:	DMP
DRAWN:	TDM
HORIZONTAL SCALE: 1"=40'	
VERTICAL SCALE: 1"=4'	

PREPARED FOR:

FINE ASSOCIATES, LLC

4916 IDS CENTER
MINNEAPOLIS, MN 55402

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.

DANIEL M. PARKS
DATE 10/19/20 LICENSE NO.

CARIBOU COFFEE CABIN
INVER GROVE HEIGHTS, MN

Westwood
1701 Wilmette Ave., Suite #200
Minneapolis, MN 55403
Phone (612) 837-6150
Fax (612) 837-6150
Westwood.com
Westwood Professional Services, Inc.

AERIAL SURVEY

SHEET NUMBER:

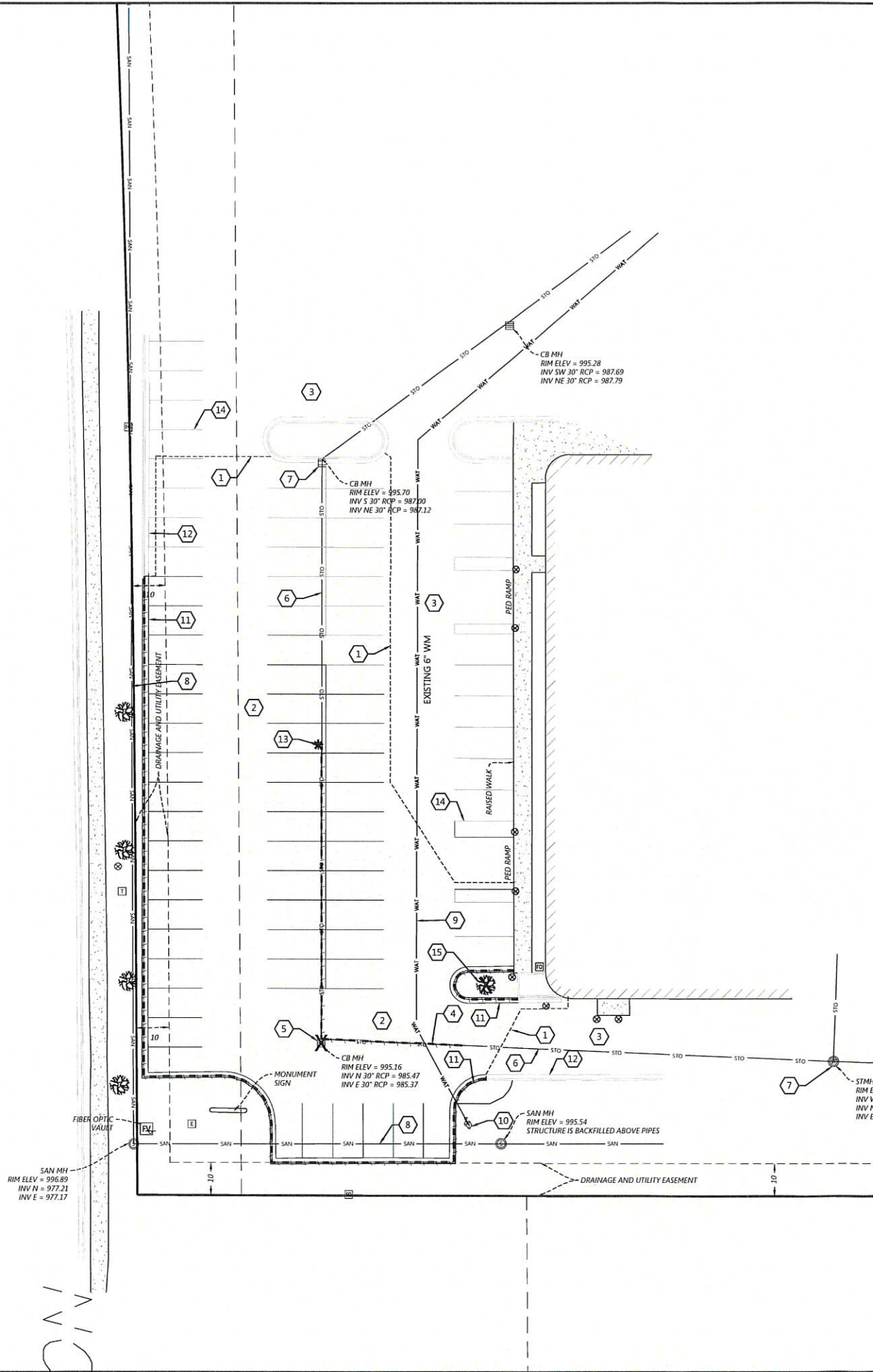
C100

DATE: 10/19/20

PROJECT NUMBER: 0026687.00

CARIBOU COFFEE CABIN

SOUTH ROBERT STREET



REMOVAL LEGEND

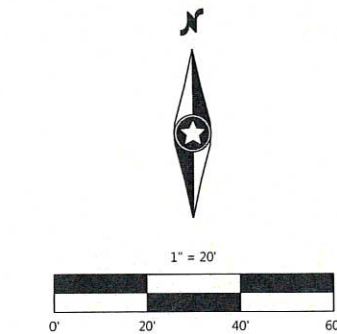
EXISTING	PROPOSED	
EXISTING	REMOVALS	PROPERTY LINE
---	---	SAW CUT PAVEMENT
---	---	CURB & GUTTER
---	---	SANITARY SEWER
---	---	WATER MAIN
---	---	HYDRANT
---	---	STORM SEWER
---	---	GAS
---	---	UNDERGROUND ELECTRIC
---	---	OVERHEAD ELECTRIC
---	---	UNDERGROUND TELEPHONE
---	---	OVERHEAD TELEPHONE
---	---	TELEPHONE FIBER OPTIC
---	---	CABLE TELEVISION
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE
---	---	BITUMINOUS
---	---	BUILDING
---	---	TREE
---	---	LIGHT POLE
---	---	TRAFFIC SIGN
---	---	CONSTRUCTION BARRICADE
---	---	SOIL BORING LOCATION
---	---	TREE LINE

REMOVAL NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTOR SHALL COORDINATE LIMITS OF REMOVALS WITH PROPOSED IMPROVEMENTS AND FIELD VERIFY CONDITION OF EXISTING APPURTENANCES TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING OR REPLACING MISCELLANEOUS ITEMS (SUCH AS FENCES, SIGNS, IRRIGATION HEADS, ETC.) THAT MAY BE DAMAGED BY CONSTRUCTION.
- CONTRACTOR SHALL PLACE ALL NECESSARY EROSION CONTROL MEASURES REQUIRED TO MAINTAIN SITE STABILITY PRIOR TO EXECUTING ANY SITE REMOVALS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES AFFECTED BY SITE DEVELOPMENT. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.

REMOVAL KEYNOTES

- SAW CUT LINE
- REMOVE BITUMINOUS
- EXISTING BITUMINOUS TO REMAIN
- REMOVE STORM SEWER
- REMOVE STORM STRUCTURE
- EXISTING STORM SEWER TO REMAIN
- EXISTING STORM STRUCTURE TO REMAIN
- EXISTING SANITARY SEWER TO REMAIN
- EXISTING WATERMAIN TO REMAIN
- EXISTING HYDRANT AND GATE VALVE
- REMOVE CURB
- EXISTING CURB TO REMAIN
- REMOVE AND SALVAGE LIGHT POLE
- EXISTING PAVEMENT STRIPING TO REMAIN
- REMOVE TREE



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DESIGNED:	10/19/20
CHECKED:	
DRAWN:	
HORIZONTAL SCALE:	1" = 20'
VERTICAL SCALE:	1" = 2'

PREPARED FOR:
FINE ASSOCIATES, LLC
4916 IDS CENTER
MINNEAPOLIS, MN 55402

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AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS
OF THE STATE OF MINNESOTA
DATE: 10/19/20 LICENSE NO. 101920

CARIBOU COFFEE CABIN
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13701 Whitestar Drive, Suite 400
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Toll Free: (888) 837-5150
westwoodps.com
Westwood Professional Services, Inc.

EXISTING
CONDITIONS
AND REMOVALS
PLAN

SHEET NUMBER:

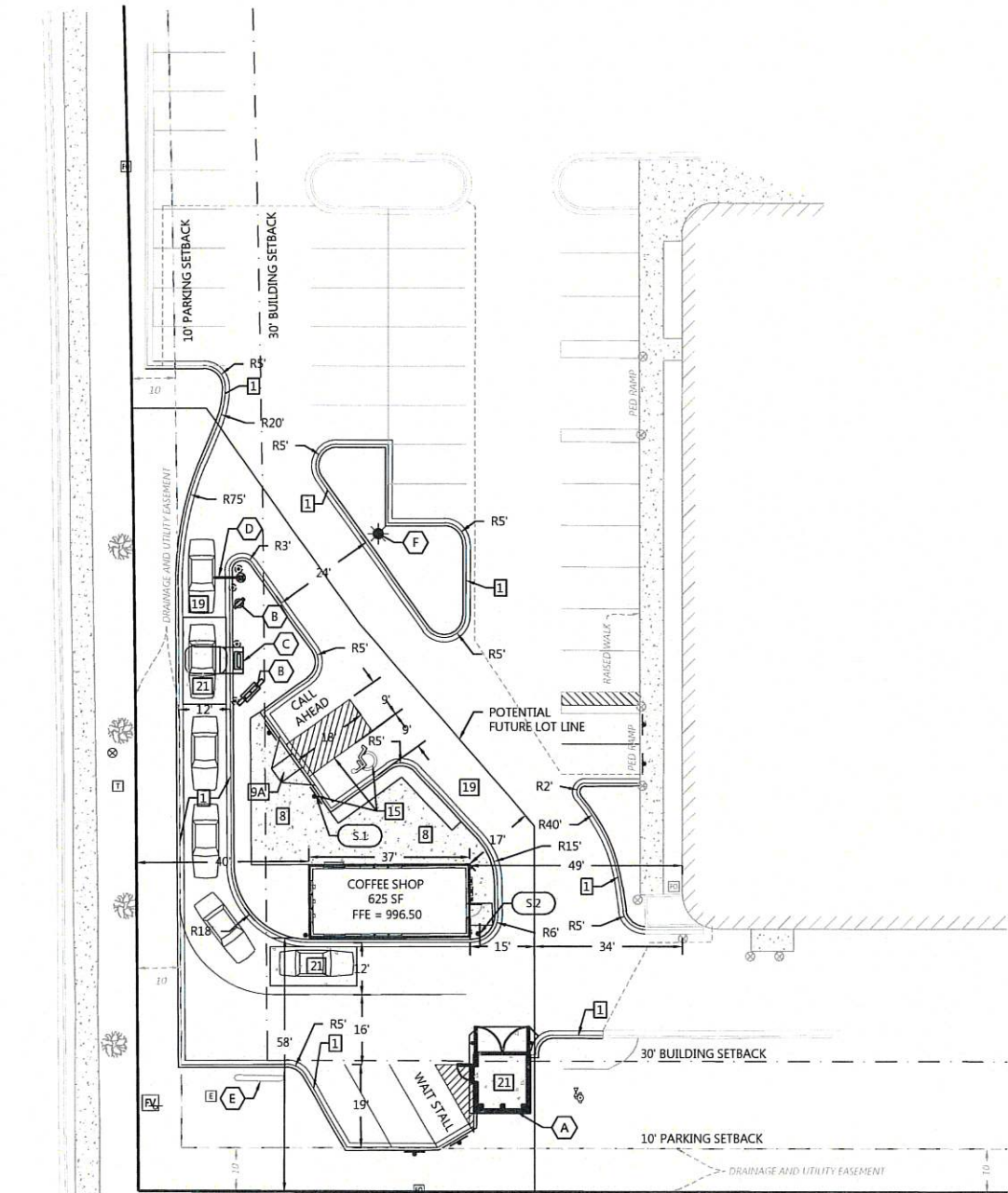
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DATE: 10/19/20

PROJECT NUMBER: 0026687.00

CARIBOU COFFEE CABIN

SOUTH ROBERT STREET



SITE LEGEND

EXISTING	PROPOSED	
---	---	PROPERTY LINE
---	---	LOT LINE
---	---	SETBACK LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	TIP-OUT CURB AND GUTTER
---	---	POND NORMAL WATER LEVEL
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE PAVEMENT
---	---	CONCRETE SIDEWALK
---	---	HEAVY DUTY BITUMINOUS PAVEMENT
---	---	NORMAL DUTY BITUMINOUS PAVEMENT
---	---	NUMBER OF PARKING STALLS
---	---	TRANSFORMER
---	---	SITE LIGHTING
---	---	TRAFFIC SIGN
---	---	POWER POLE
---	---	BOLLARD / POST

GENERAL SITE NOTES

- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, MINNETONKA, MN, 2020.
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADIUS ARE SHALL BE 5.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.

SITE DEVELOPMENT SUMMARY

• ZONING:	B-3 - GENERAL BUSINESS
• PROPERTY AREA	
• TOTAL	10.50 AC
• PROJECT AREA:	18,724 SF (0.43 AC)
• EXISTING IMPERVIOUS AREA:	18,585 SF (99.3%)
• EXISTING PERVIOUS AREA:	139 SF (0.7%)
• PROPOSED IMPERVIOUS SURFACE:	15,187 SF (81.7%)
• PROPOSED PERVIOUS SURFACE:	3,537 SF (18.3%)
• BUILDING GROSS SIZE (LOT 2):	625 SF
• BUILDING SETBACK PER CODE:	30'-FRONT 10'-SIDE / 30'-SIDE TO ROW 10'-REAR
• PARKING SETBACK:	10'-FRONT AND ROW 10'-SIDE AND REAR
• PARKING SPACE/DRIVE AISLE:	9' WIDE X 18' LONG, 24' AISLE

1 SITE DETAILS (SI-0XX)

- B612 CURB AND GUTTER
- PRIVATE CONCRETE SIDEWALK
- PRIVATE PEDESTRIAN CURB RAMP
- SIGN INSTALLATION
- HANDICAP ACCESSIBLE SIGNAGE AND STRIPING
- BOLLARD
- PAVEMENT SECTIONS
- HEAVY DUTY CONCRETE SECTION
- SIGN POST WITH BOLLARD

A SITE KEYNOTES

- TRASH ENCLOSURE - SEE ARCH. PLANS
- MENU BOARD
- ORDERING STRUCTURE
- CLEARANCE BAR
- PROTECT EXISTING MONUMENT SIGN
- SALVAGED/RELOCATED LIGHT POLE

S.10 SIGN LEGEND

REFERENCE	SIZE	MNDOT DESIGNATION
S.1 HANDICAP ACCESSIBLE	12" X 18"	R7-8M
S.2 DO NOT ENTER	30" X 30"	R5-1

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DESIGNED:	10/19/20
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DRAWN:	
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4916 IDS CENTER
MINNEAPOLIS, MN 55402

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OF THE STATE OF MINNESOTA
DANIEL M. PARKS
DATE: 10/19/20 LICENSE NO. _____

CARIBOU COFFEE CABIN
INVER GROVE HEIGHTS, MN

Westwood
13731 WILLOWDALE DRIVE, SUITE 4000
MINNETONKA, MN 55343
(952) 837-6100
westwoodps.com
Westwood Professional Services, Inc.

SITE PLAN

SHEET NUMBER:

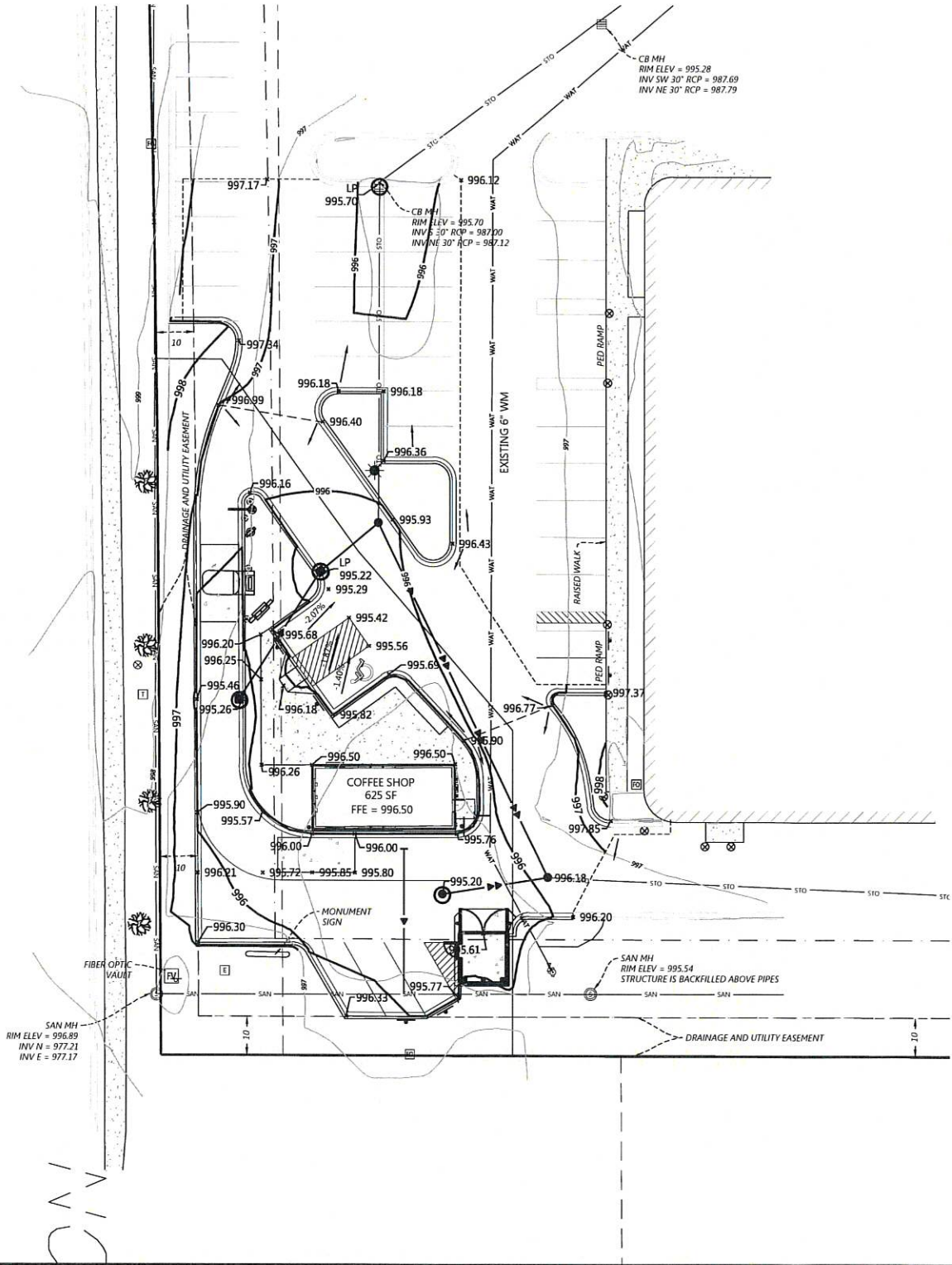
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DATE: 10/19/20

PROJECT NUMBER: 0026687.00

CARIBOU COFFEE CABIN

SOUTH ROBERT STREET



GRADING AND EROSION CONTROL LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		GRADING LIMITS
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION
		ROCK CONSTRUCTION ENTRANCE
		EROSION CONTROL BLANKET
		TURF REINFORCEMENT MAT
		INLET PROTECTION

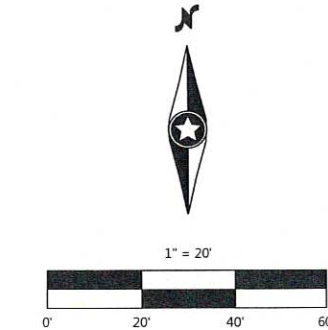
GRADING NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOWNSPOUTS.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
- CONTRACTOR SHALL 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.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.**
- SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- CONTRACTOR SHALL PROVIDE A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL, AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH FULLY-LOADED TAND-AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-COMPACTED AS SPECIFIED HEREIN.
- EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
- EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.
- ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.

GENERAL EROSION CONTROL NOTES

- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
- ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAYBALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
- EROSION AND SILTATION CONTROL (ESC): THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL USE WHATEVER MEANS NECESSARY TO CONTROL THE EROSION AND SILTATION INCLUDING BUT NOT LIMITED TO: CATCH BASIN INSERTS, CONSTRUCTION ENTRANCES, EROSION CONTROL BLANKET, AND SILT FENCE. ESC SHALL COMMENCE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER MAY DIRECT THE CONTRACTOR'S METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS. ANY DEPOSITION OF SILT OR MUD ON NEW OR EXISTING PAVEMENT OR IN EXISTING STORM SEWERS OR SWALES SHALL BE REMOVED AFTER EACH RAIN EVENT. AFFECTED AREAS SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER, ALL AT THE EXPENSE OF THE CONTRACTOR. ALL TEMPORARY EROSION CONTROL SHALL BE REMOVED BY THE CONTRACTOR AFTER THE TURF IS ESTABLISHED.
- ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A CONSTRUCTION ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
- PROPOSED PONDS SHALL BE EXCAVATED FIRST AND USED AS TEMPORARY PONDING DURING CONSTRUCTION.
- WHEN INSTALLING END-OF-LINE FLARED END SECTIONS, BRING THE SILT FENCE UP & OVER THE FLARED END SECTIONS & COVER DISTURBED AREAS WITH RIP RAP. THE UPSTREAM FLARED END SECTIONS SHALL HAVE WOOD FIBER BLANKET INSTALLED ON THE DISTURBED SOILS.
- ALL UNPAVED AREAS ALTERED DUE TO CONSTRUCTION ACTIVITIES MUST BE RESTORED WITH SEED AND MULCH, SOD, EROSION CONTROL BLANKET OR BE HARD SURFACE WITHIN 2 WEEKS OF COMPLETION OF CONSTRUCTION.
- THE SITE MUST BE STABILIZED PER THE REQUIREMENTS OF THE MPCA, NPDES, MNDOT, AND CITY.
 - TEMPORARY (GREATER THAN 1-YEAR) SEED SHALL BE MNDOT SEED MIX 22-111 AT 30.5-POUNDS PER ACRE.
 - TEMPORARY (LESS THAN 1-YEAR) SEED SHALL BE MNDOT SEED MIX 21-112 (FALL) OR 21-111 (SPRING/SUMMER) AT 100-POUNDS PER ACRE.
 - INFILTRATION/FILTRATION BASIN SHALL BE MNDOT SEED MIX 34-262 AT 14.5-POUNDS PER ACRE.
 - POND SLOPES SHALL BE MNDOT SEED MIX 33-261 AT 35-POUNDS PER ACRE.
 - GENERAL SEEDING SHALL BE MNDOT SEED MIX 25-151 AT 70-POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT TYPE 1 APPLIED AT 2-TONS PER ACRE.
- FOR AREAS WITH SLOPE OF 3:1 OR GREATER, RESTORATION WITH SOD OR EROSION CONTROL BLANKET IS REQUIRED.
- ALL TEMPORARY STOCKPILES MUST HAVE SILT FENCE INSTALLED AROUND THEM TO TRAP SEDIMENT.
- ALL PERMANENT PONDS USED AS TEMPORARY SEDIMENT BASINS DURING CONSTRUCTION SHALL BE DREDGED AFTER THE SITE HAS BEEN STABILIZED TO RESTORE THE POND TO THE PROPOSED BOTTOM ELEVATION.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL AND STATE RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- THE SITE MUST BE KEPT IN A WELL-DRAINED CONDITION AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY DITCHES, PIPING OR OTHER MEANS REQUIRED TO INSURE PROPER DRAINAGE DURING CONSTRUCTION. LOW POINTS IN ROADWAYS OR BUILDING PADS MUST BE PROVIDED WITH A POSITIVE OUTFLOW.
- PUBLIC STREETS USED FOR HAULING SHALL BE KEPT FREE OF SOIL AND DEBRIS. STREET SWEEPING SHALL BE CONCURRENT WITH SITE WORK.

Call 48 Hours before digging:
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Common Ground Alliance



DESIGNED:
CHECKED:
DRAWN:
VERTICAL SCALE: 1" = 2'
HORIZONTAL SCALE: 1" = 2'

INITIAL ISSUE: 10/19/20
REVISIONS:

PREPARED FOR:
FINE ASSOCIATES, LLC
4916 IDS CENTER
MINNEAPOLIS, MN 55402

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DANIEL M. PARKS
DATE: 10/19/20 LICENSE NO. _____

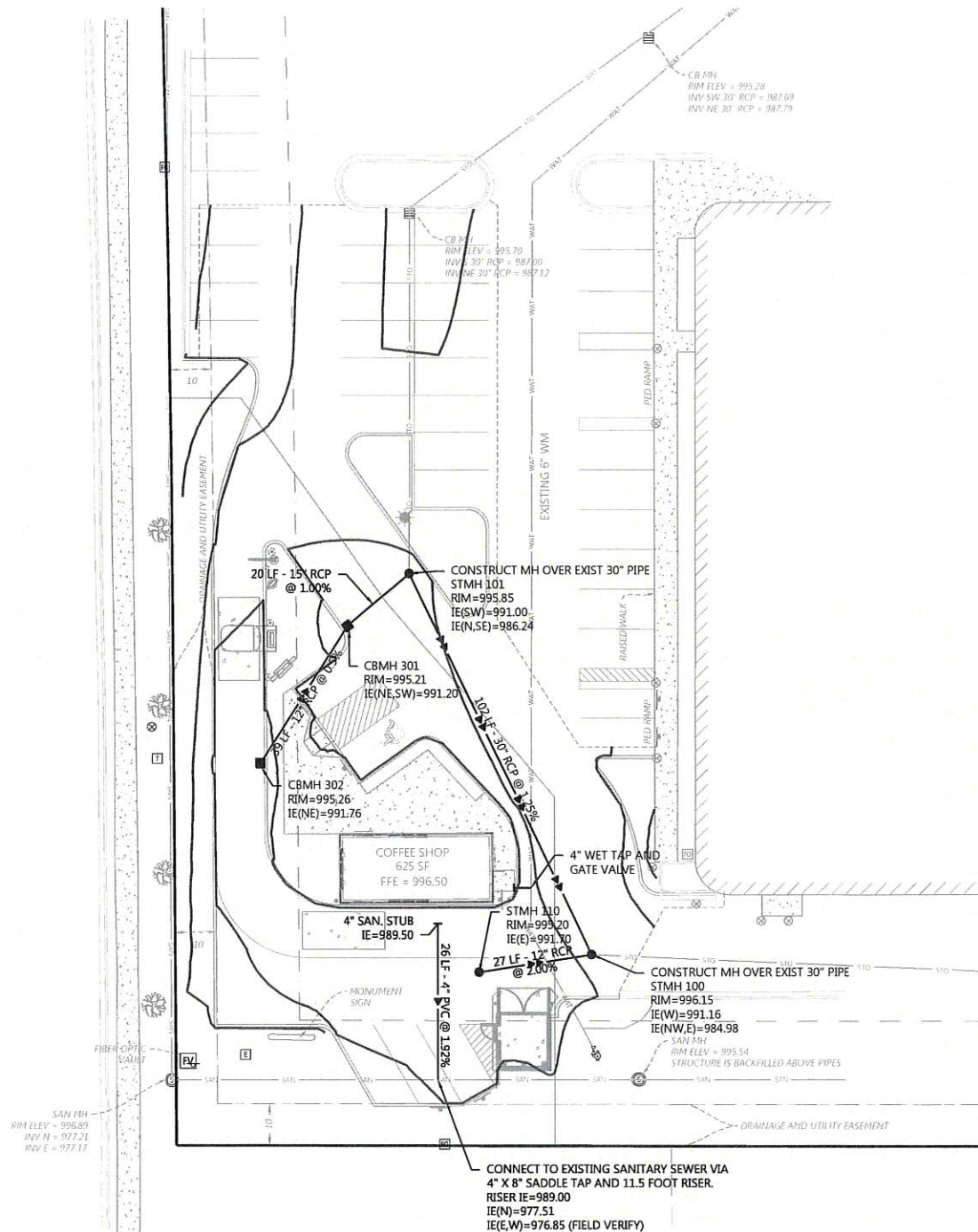
CARIBOU COFFEE CABIN
INVER GROVE HEIGHTS, MN

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18201 13th Avenue S, Suite 1000
Minneapolis, MN 55443
(888) 337-8100
(888) 337-6160
westwoodps.com
Westwood Professional Services, Inc.

GRADING, DRAINAGE, & EROSION CONTROL PLAN
SHEET NUMBER:
C300
DATE: 10/19/20
PROJECT NUMBER: 0026687.00

CARIBOU COFFEE CABIN

SOUTH ROBERT STREET



GENERAL UTILITY NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SANITARY SEWER, STORM SEWER AND WATER MAIN MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE, AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
5. ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. WATER MAIN LENGTHS AS SHOWN ARE APPROXIMATE HORIZONTAL LENGTHS. ALLOW FOR ADDITIONAL PIPE WHEN INSTALLING ON SLOPES OR WHEN DEFLECTIONS ARE REQUIRED. THE JOINT DEFLECTIONS SHALL NOT EXCEED THE MAXIMUM RECOMMENDED BY THE PIPE MANUFACTURER OR BY LOCAL GOVERNING SPECIFICATIONS. FITTINGS REQUIRED TO CONSTRUCT WATER MAIN SHALL BE INCLUDED IN WATER MAIN CONSTRUCTION.
8. PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
9. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH SANITARY SEWER OR STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTION WITHIN 10- FEET OF THE CROSSING. INSULATE CROSSINGS WITH STORM SEWER.
10. UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
11. DUCTILE IRON WATER LINES SHALL BE CLASS 52, PER AWWA C115 OR C151. COPPER WATER LINES SHALL BE TYPE K PER ASTM B88. PVC WATER LINES SHALL BE PER AWWA C900 AND INSTALLED PER AWWA C605 IF ALLOWED BY CITY.
12. ALL WATER LINES SHALL HAVE 7.5' MINIMUM COVER. INSULATE WATER MAIN IF LESS THAN 8' OF COVER. INSULATION SHALL BE DOW STYROFOAM HI BRAND 35 OR EQUIVALENT, WITH 4 INCHES OF THICKNESS.
13. SANITARY SEWER PIPE OUTSIDE THE BUILDING ENVELOPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 OR 26. SDR 26 IS REQUIRED FOR DEPTHS GREATER THAN 15 FEET. SANITARY SEWER PIPE WITHIN 5 FEET OF THE BUILDING AND UNDER FOOTINGS SHALL BE SCHEDULE 40 PER ASTM D2665. ALL PLASTIC SANITARY SEWER SHALL BE INSTALLED PER D2321. SOLVENT WELD JOINTS MUST INCLUDE USE OF A PRIMER WHICH IS OF A CONTRASTING COLOR TO THE PIPE AND CEMENT. ALL SANITARY SEWER SHALL BE TESTED ACCORDING TO MINNESOTA PLUMBING CODE, PART 712.0.
14. STORM SEWER PIPE:
 - A. RCP AND HDPE PIPE MAY BE INSTALLED WITH APPROVAL OF LOCAL GOVERNING AGENCY.
 - B. REINFORCED CONCRETE PIPE SHALL BE CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED, PER ASTM C76 WITH R-4 GASKETS.
 - C. HDPE STORM PIPE 4- TO 10-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF AASHTO M252. HDPE STORM PIPE 12- TO 60-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASTM F2306. FITTINGS SHALL BE PER ASTM D3212 AND INSTALLED PER ASTM D2321.
 - D. PVC STORM SEWER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PIPE PER ASTM D2665 AND INSTALLED PER ASTM D2321.
 - E. CORRUGATED METAL PIPE (CMP) FOR SIZES 18- TO 120-INCH AND MUST MEET ASTM A760 OR ASTM A796 AND BE INSTALLED PER ASTM A798. CMP MAY NOT BE INSTALLED WITHIN 10- FEET OF A WATERMAIN, WATER SERVICE, OR A BUILDING.
 - F. ALL STORM SEWER JOINTS AND STRUCTURE CONNECTIONS SHALL BE GASTIGHT OR WATERTIGHT AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 707.3. STORM SEWER LOCATED WITHIN 10- FEET OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE, PART 712.
15. ALL NONCONDUCTIVE PIPE SHALL BE INSTALLED WITH A LOCATE (TRACER) WIRE PER MINNESOTA RULES, PART 7560.0150.
16. POST INDICATOR VALVES SHALL BE CLOW F-5750 (OR EQUIVALENT) MEETING AWWA STANDARD C509 AND CITY STANDARDS. VALVE TO BE MECHANICAL JOINT RESILIENT WEDGE GATE VALVE. POST TO BE ADJUSTABLE FOR 8 FEET WATER MAIN DEPTH. THE ELECTRICAL ALARM SWITCH SHALL BE PART NO. PCV52 (OR EQUIVALENT).
17. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.
18. ALL MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.
19. ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.

UTILITY LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		CURB AND GUTTER
		SANITARY SEWER
		SANITARY SEWER FORCE MAIN
		STORM SEWER
		WATER MAIN
		HYDRANT
		GAS
		UNDERGROUND ELECTRIC
		OVERHEAD ELECTRIC
		UNDERGROUND TELEPHONE
		OVERHEAD TELEPHONE
		TELEPHONE FIBER OPTIC
		CABLE TELEVISION
		DRAIN TILE
		GATE VALVE
		FLARED END SECTION (WITH RIPRAP)
		LIGHT POLE

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

DESIGNED:	10/19/20
CHECKED:	
DRAWN:	
HORIZONTAL SCALE: 1"=20'	
VERTICAL SCALE: 1"=2'	

PREPARED FOR:
FINE ASSOCIATES, LLC
4915 IDS CENTER
MINNEAPOLIS, MN 55402

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM
A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS
OF THE STATE OF MINNESOTA
DANIEL M. PARKS
DATE 10/19/20 LICENSE NO.

CARIBOU COFFEE CABIN
INVER GROVE HEIGHTS, MN

Westwood
15751 Wisconsin Drive, Suite #300
Minnetonka, MN 55343
Phone (952) 837-5150
Fax (952) 837-5150
www.westwoodps.com
Westwood Professional Services, Inc.

UTILITIES PLAN

SHEET NUMBER:

C500

DATE: 10/19/20

PROJECT NUMBER: 0026687.00



INITIAL ISSUE	10/19/20	DESIGNED:
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EINF ASSOCIATES, LLC

4916 IDS CENTER
MINNEAPOLIS, MN 55407

DANIEL M. PARKS
DATE 10/19/20 LICENCE NO.

DANIEL M. PARKS
DATE 10/19/20

**YOU CO
CAPTAIN**

UNIVERSITY GROVE HEIGHTS, MN.

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
 Fax (952) 937-5822 Minnetonka, MN 55343
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 Westwood Professional Services, Inc.

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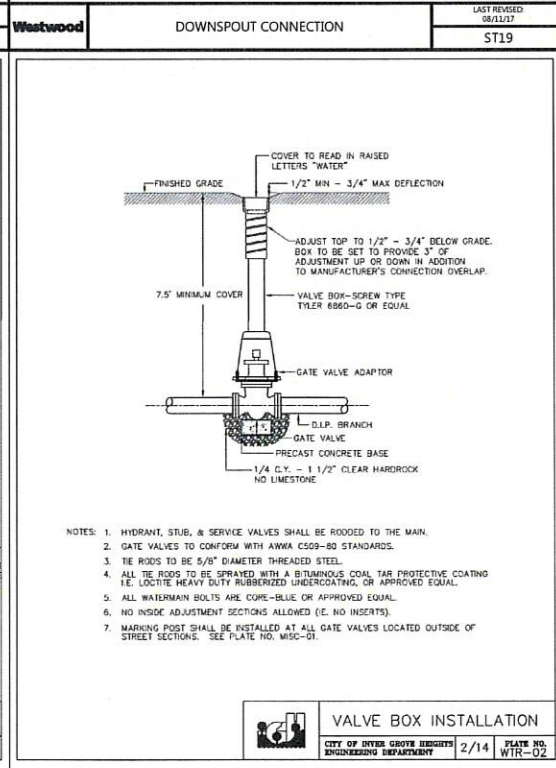
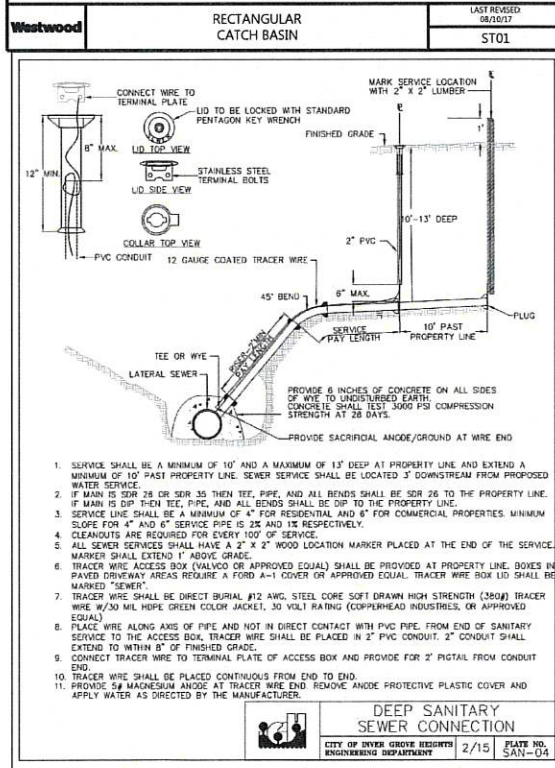
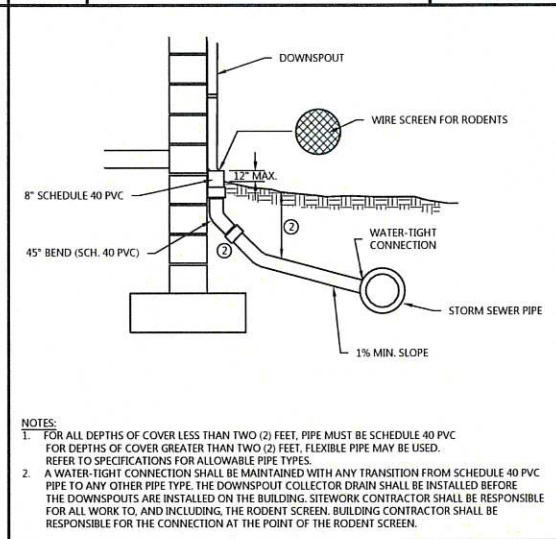
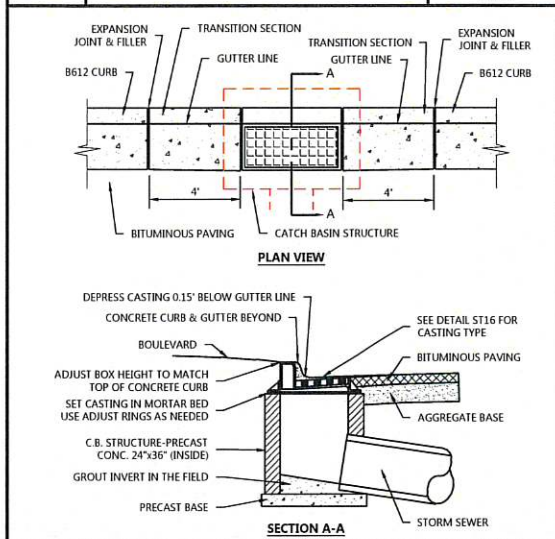
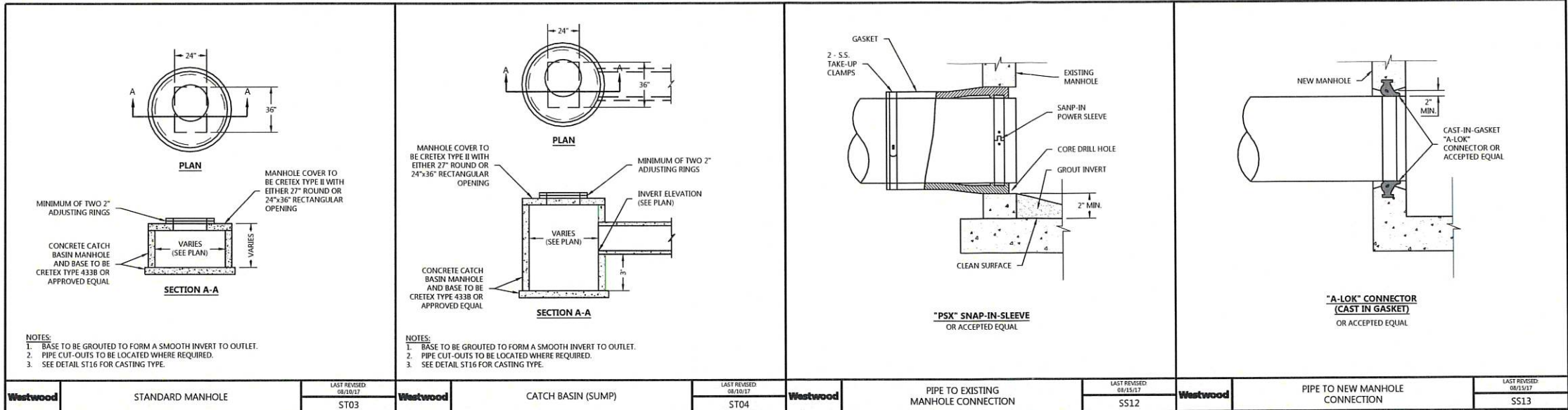
C600

DATE: 10/19/20

PROJECT NUMBER: 0026687.00

CARIBOU COFFEE CABIN

NOT FOR CONSTRUCTION



DESIGNED: SSA	10/19/20
CHECKED: DMP	
DRAWN: SSA	
HORIZONTAL SCALE: 1" = 10'	
VERTICAL SCALE: 1" = 10'	

PREPARED FOR:
FINE ASSOCIATES, LLC
4915 IDS CENTER
MINNEAPOLIS, MN 55402

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
DANIEL M. PARKS
DATE: 10/19/20 LICENSE NO. _____

CARIBOU COFFEE CABIN
INVER GROVE HEIGHTS, MN

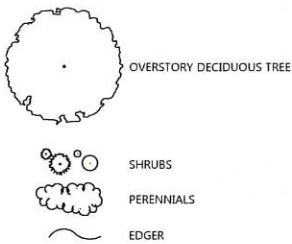
Westwood
12701 Whitehall Dr., Suite #300
Minneapolis, MN 55444
Phone: (612) 837-5150
Fax: (612) 837-5150
Westwood Professional Services, Inc.

CIVIL DETAILS
SHEET NUMBER:
C601
DATE: 10/19/20
PROJECT NUMBER: 0026687.00

NOT FOR CONSTRUCTION

SOUTH ROBERT STREET

LANDSCAPE LEGEND



LANDSCAPE KEYNOTES

- A SHREDDED HARDWOOD MULCH (TYP.)
B EDGER (TYP.)
C SOD (TYP.)
D EXISTING BOULDERS AND MULCH TO REMAIN (TIE EDGING INTO EXISTING)

LANDSCAPE SUMMARY

TREE REQUIREMENTS (THE GREATER OF)

- 1 TREE PER 1000 SF OF GROSS BUILDING FLOOR AREA (624/1000 = 1 TREE)
OR
1 TREE PER 50 LF OF SITE PERIMETER (493/50 = 10 TREES)

PARKING LOT LANDSCAPE - AT LEAST 1 CANOPY TREE SHALL BE PROVIDED IN EACH 10 PARKING STALLS
6 STALLS ON SITE = 1 TREE

TREES REQUIRED = 11

EXISTING TREES (WITHIN RIGHT-OF-WAY ADJACENT TO SITE) = 4

TREES PROVIDED = 11

(4 EXISTING DECIDUOUS TREES + 7 PROPOSED DECIDUOUS TREES)

PLANT SCHEDULE

CODE	QTY	COMMON	BOTANICAL NAME	SIZE	ROOT	SPACING	REMARKS
OVERSTORY TREE 7--							
WSB	3	WHITESPIRE BIRCH	BETULA POPULIFOLIA 'WHITESPIRE'	2.5" CAL.	B&B	AS SHOWN	SINGLE
IMH	4	IMPERIAL HONEYLOCUST	GLEDTISIA TRIACANTHOS VAR. 'INERMIS' 'IMPCOLE'	2.5" CAL.	B&B	AS SHOWN	SINGLE
CONIFEROUS SHRUB 13							
BNS	6	BIRD'S NEST SPRUCE	PICEA ABIES 'NIDIFORMIS'	#5	CONT.	5'-0" O.C.	--
HMA	7	HOLMSTRUP ARBORVITAE	THUJA OCCIDENTALIS 'HOLMSTRUP'	#5	CONT.	3'-0" O.C.	--
DECIDUOUS SHRUB 37							
DBH	6	DWARF BUSH HONEYSUCKLE	DIERVILLA LONICERA	#5	CONT.	3'-0" O.C.	--
MWG	8	MINUET WEIGELA	WEIGELA FLORIDA 'MINUET'	#5	CONT.	3'-0" O.C.	--
AWS	23	ANTHONY WATERER SPIREA	SPIRAEA X BUMALDA 'ANTHONY WATERER'	#5	CONT.	3'-0" O.C.	--
PERENNIALS 115							
BJD	16	BAJA DAYLILY	HEMEROCALLIS 'BAJA'	#1	CONT.	18" O.C.	--
PMD	13	PARDON ME DAYLILY	HEMEROCALLIS 'PARDON ME'	#1	CONT.	12" O.C.	--
PDS	10	PRAIRIE DROPSIED GRASS	SPOROBOLUS HETEROLEPIS	#1	CONT.	18" O.C.	--
PBS	6	PRAIRIE BLAZING STAR	LIATRIS PYCNOSTACHYA	#1	CONT.	18" O.C.	--
BES	14	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTURM'	#1	CONT.	16" O.C.	--
WBA	10	WOODS BLUE ASTER	ASTER 'WOODS BLUE'	#1	CONT.	12" O.C.	--
RUS	10	RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA	#1	CONT.	18" O.C.	--
AFS	10	AUTUMN FIRE SEDUM	SEDUM X 'AUTUMN FIRE'	#1	CONT.	18" O.C.	--
KFG	26	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSIS X ACUTIFLORA 'KARL FOERSTER'	#1	CONT.	24" O.C.	--

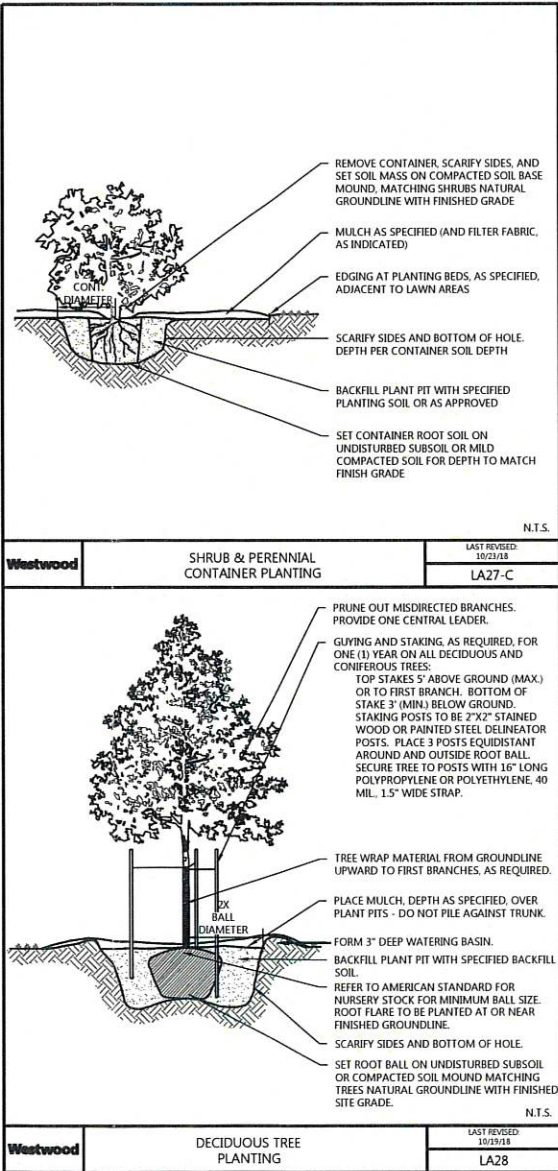
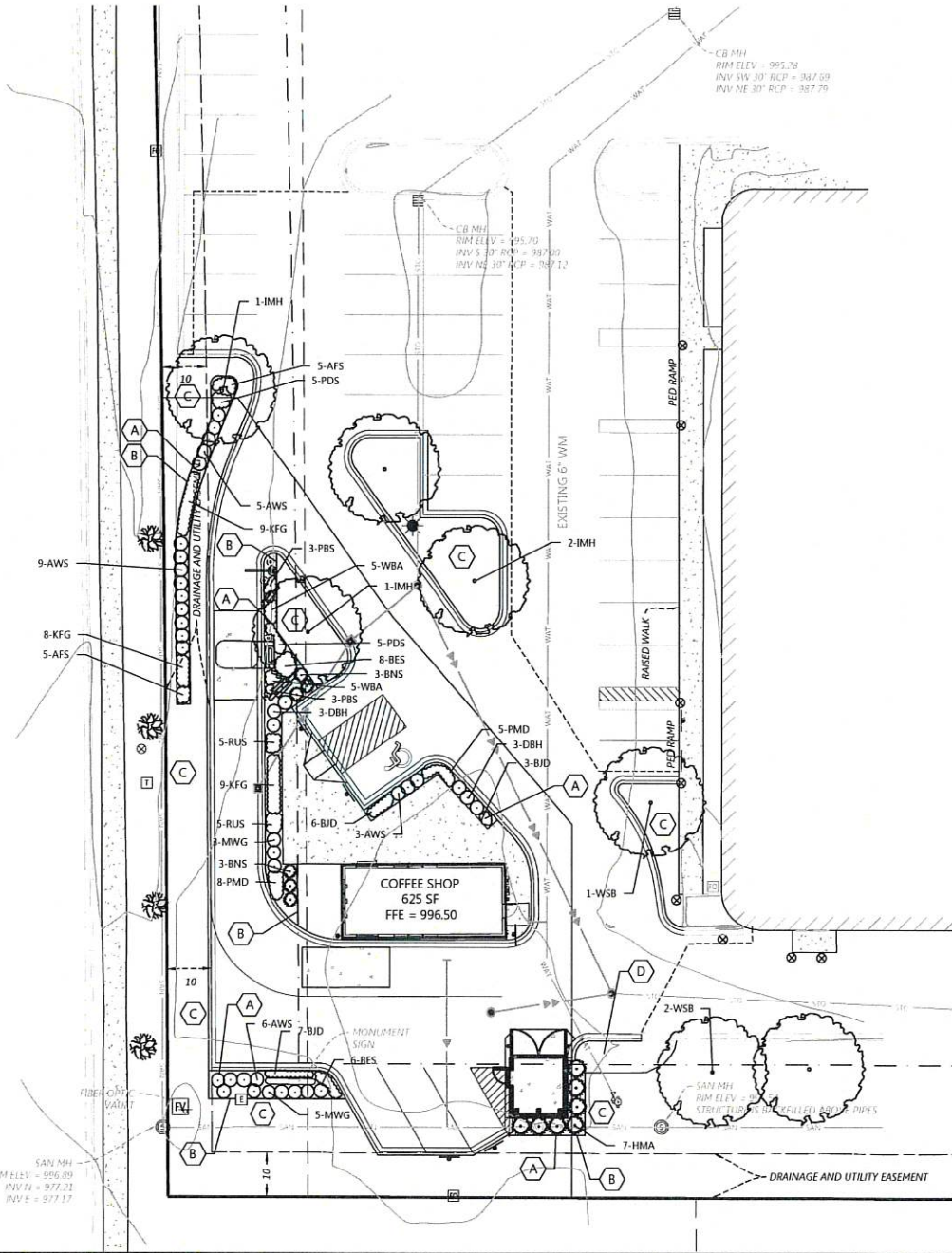
ABBREVIATIONS: B&B = BALLED AND BURLAPPED CAL. = CALIPER HT. = HEIGHT MIN. = MINIMUM O.C. = ON CENTER SP. = SPREAD QTY. = QUANTITY CONT. = CONTAINER
NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

PLANTING NOTES

- CONTRACTOR SHALL CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
- ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
- ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
- PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
- PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
- PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
- PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
- OPEN TOP OF BURLAP ON BB MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
- PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
- STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
- THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
- BACKFILL SOIL AND TOPSOIL TO ADHERE TO MN/DOT STANDARD SPECIFICATION 3877 (SELECT TOPSOIL BORROW) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
- MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND COLORED RED, OR APPROVED EQUAL. MULCH TO BE ON COMMERCIAL GRADE FILTER FABRIC, BY TYPAR, OR APPROVED EQUAL WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
- EDGING TO BE COMMERCIAL GRADE VALLEY-VIEW BLACK DIAMOND (OR EQUAL) POLY EDGING OR SPADED EDGE, AS INDICATED. POLY EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH BASE OF TOP BEAD AT GRADE, FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
- ALL DISTURBED AREAS TO BE SODDED, UNLESS OTHERWISE NOTED. PARKING LOT ISLANDS TO BE SODDED WITH SHREDDED HARDWOOD MULCH AROUND ALL TREES AND SHRUBS. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
- PROVIDE IRRIGATION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. ALL PLANT BEDS TO BE 100% COVERED AND IRRIGATION PLAN TO SHOW ALL REQUIRED CONDUITS ON PLAN. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE TWO-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR. PROVIDE BACKFLOW DEVICE, WATER METER, BOOSTER PUMP, CONTROLLER, RAIN SENSOR, WIRES, VALVE BOXES, SLEEVING, VALVES, ROTORS, SPRAYS, AND OTHER ACCESSORIES FOR A COMPLETE SYSTEM.
- CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
- REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

Call 48 Hours before digging:

811 or call811.com
Common Ground Alliance



NOT FOR CONSTRUCTION

DESIGNED:	10/19/20
CHECKED:	
DRAWN:	
HORIZONTAL SCALE:	20'
VERTICAL SCALE:	4" = 10'

PREPARED FOR:
FINE ASSOCIATES, LLC
4916 IDS CENTER
MINNEAPOLIS, MN 55402

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DANIEL M. PARKS
DATE: 10/19/20 LICENSE NO. _____

CARIBOU COFFEE CABIN
INVER GROVE HEIGHTS, MN

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13701 Whitewater Drive, Suite 4000
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Fax: (852) 937-5022
Toll Free: (888) 937-5100
westwoodps.com
Westwood Professional Services, Inc.

LANDSCAPE PLAN

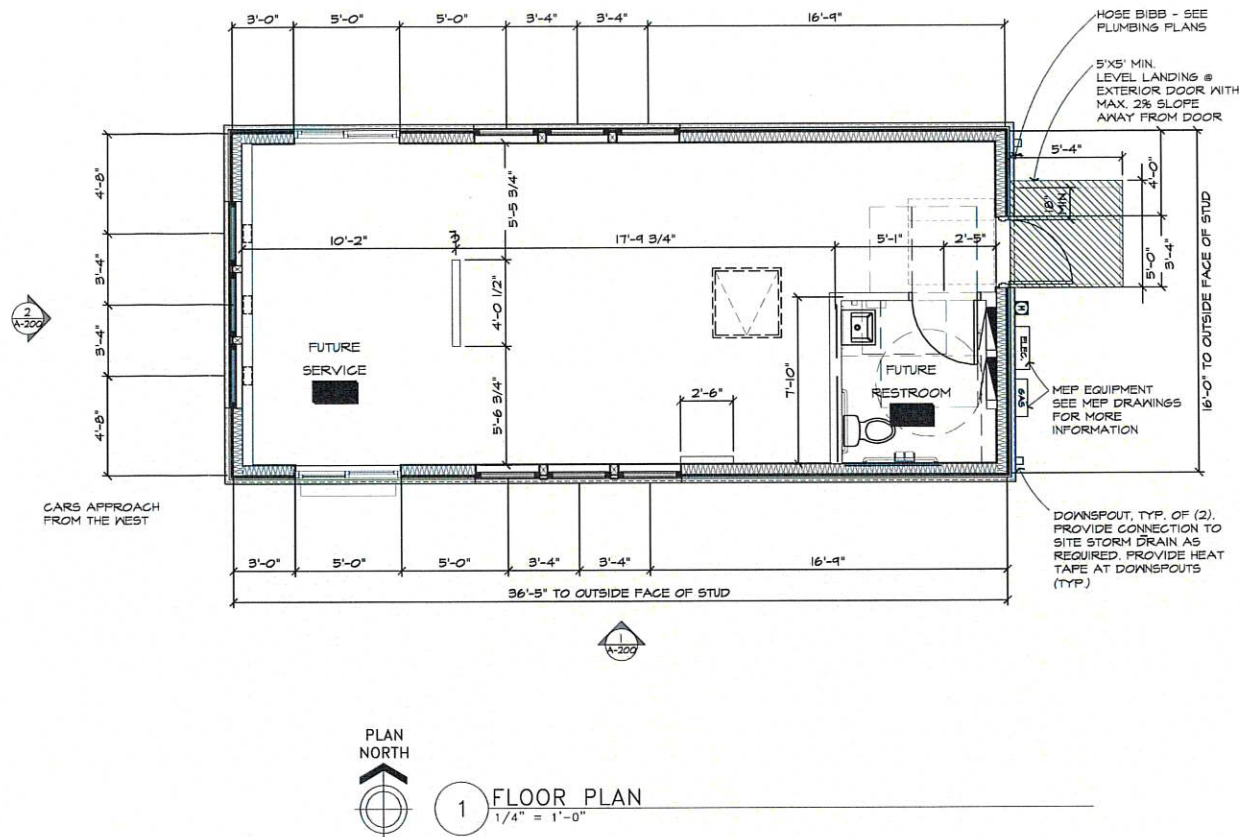
SHEET NUMBER:

L100

DATE: 10/19/20

PROJECT NUMBER: 0026687.00

CARIBOU COFFEE CABIN



ARCHITECTURAL CONSORTIUM L.L.C.

901 North Third Street, Suite 220 612-436-4030
Minneapolis, MN 55401 www.archconsort.com

Mark	Revision / Issue	Date
	CITY SUBMITTAL	9/21/20

PRELIMINARY
NOT FOR CONSTRUCTION

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 Architect under the laws of the State of Minnesota.

Printed Name: Kathy L. Anderson
Signature: _____
Date: 09/21/20 License #: 22285

CARIBOU COFFEE DRIVE THRU ONLY STORE

SOUTHRIDGE CENTER
MENDOTA RD
INVER GROVE HEIGHTS, MN 55077

FLOOR PLAN

SCALE: AS NOTED

PROJECT NUMBER:	04-1085-01
ISSUED DATE:	9/21/20
DRAWN BY:	CM
CHECKED BY:	KA

A-100

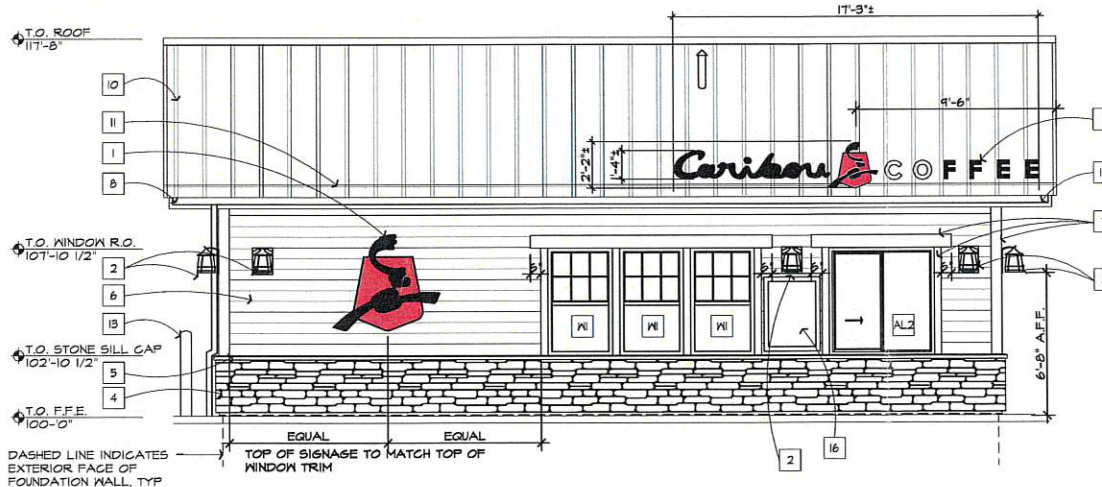
KEY NOTES

- ILLUMINATED CARIBOU SIGNAGE N.I.C. SUPPLIED AND INSTALLED BY SIGN VENDOR. PROVIDE ELECTRICAL AS SHOWN ON ELECTRICAL PLANS. S.G. TO VERIFY DESIGN, DIMENSIONS, BRACKET INSTALLATION REQUIREMENTS, AND ELECTRICAL REQUIREMENTS WITH SIGN VENDOR PRIOR TO ROOFING INSTALL.
- LIGHT FIXTURE - SEE ELECTRICAL PLANS - INSTALL FIXTURE ON 4/4 SMOOTH HARDIE TRIM BOARD MOUNTING PLATE PAINTED TO MATCH ADJACENT LAP SIDING.
- INSULATED, PRE-FINISHED HM DOOR & FRAME - COLOR: BENJAMIN MOORE, BITTERSWEET CHOCOLATE 2114-10. SEALANT AROUND FRAME, MASTERSEAL: SPECIAL BRONZE 254N (TO MATCH ADJACENT SIDING).
- STONE - CULTURED/MANUFACTURED STONE. ENVIRONMENTAL STONEWORKS STYLE: TUSCAN LEDGESTONE, COLOR: LANTANA. SILL CAP: ENVIRONMENTAL STONEWORKS, DRIP LEDGE COLOR: KODIAK. SEALANT COLOR TO MATCH GROUT/MORTAR COLOR (STANDARD GREY).
- PREFINISHED METAL FLASHING - COLOR TO MATCH ADJACENT STONE SILL CAP / DRIP LEDGE. EXCEPTIONAL METALS DARK BRONZE OR FIRESTONE UNA-CLAD DARK BRONZE.
- HARDIE PLANK LAP SIDING: 6' EXPOSURE - STYLE: CEDARMILL. COLOR: PRE-FINISHED (REQ'D, NO EXCEPTIONS) TO MATCH SHERWIN WILLIAMS PAINT COLOR "CLOUDBURST" SW6481. ALTERNATE: LP SMARTSIDE LAP SIDING, CEDAR TEXTURE.
- HARDIE TRIM BOARDS: 1x6, 1x6 & 1x4 - STYLE: 4/4 RUSTIC. COLOR: PRE-FINISHED (REQ'D, NO EXCEPTIONS) TO MATCH BENJAMIN MOORE PAINT COLOR BITTERSWEET CHOCOLATE 2114-10. ALTERNATE: LP SMARTSIDE TRIM BOARDS, CEDAR TEXTURE.
- HARDIE TRIM FASCIA BOARDS: 1x8 - STYLE: 4/4 RUSTIC. COLOR: PRE-FINISHED (REQ'D, NO EXCEPTIONS) TO MATCH BENJAMIN MOORE PAINT COLOR BITTERSWEET CHOCOLATE 2114-10. ALTERNATE: LP SMARTSIDE FASCIA BOARDS, CEDAR TEXTURE.
- STAINLESS STEEL TRANSACTION SHELF. SEE WINDOW TYPES ON A-100. NOTE: SHELF TO BE INSTALLED BEFORE INSTALLATION OF STONE SIDING.
- STANDING SEAM METAL ROOFING WITH RIDGE VENT: MATCH UNA-CLAD UC-7 SNAP-ON BATTEN ARCHITECTURAL SERIES ROOFING, 16" O.C., 24 GA. GALVANIZED STEEL W/ KYNAR 500 COATING. COLOR: DARK BRONZE. ROOF METAL FLASHING COLOR: DARK BRONZE TO MATCH ROOF.
- METAL ROOFING SNOW GUARD: 5-5 COLORGARD OR EQUAL. MATCH UNA-CLAD COLOR: DARK BRONZE.
- DECORATIVE END TRUSS: LP SMARTSIDE 540 SERIES CEDAR TEXTURE TRIM, PRE-FINISHED (REQ'D, NO EXCEPTIONS) TO MATCH BENJAMIN MOORE PAINT COLOR BITTERSWEET CHOCOLATE 2114-10.
- 4'-0" HIGH x 6" DIA. CONCRETE FILLED STEEL PIPE BOLLARD WITH 1/4" "IDEAL SHIELD" BOLLARD COVER IN CARIBOU COFFEE COLOR "SUMATRA" WITH SMOOTH DOME-TOP FINISH. SEE DETAIL 4/A-400.
- FIELD VERIFY AND COORDINATE LOCATION OF EXTERIOR ELECTRICAL AND OTHER UTILITY SERVICE EQUIPMENT WITH SITE CONDITIONS AND OTHER SITE AND BUILDING EQUIPMENT (I.E. ROOF DRAINAGE AND DOWNSPOUTS, ETC.) SEE MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR MORE INFORMATION.
- EXTERIOR HOSE-BIBBS - SEE PLUMBING PLANS FOR MORE INFORMATION.
- WALK-UP MENU BOARD (BY TENANT) - COORDINATE WITH TENANT PRIOR TO SIDING INSTALL. SEE ELECTRICAL PLANS FOR MORE INFORMATION.
- 5" PRE-FINISHED METAL GUTTERS WITH 4"x4" OPEN-FACED DOWNSPOUT SYSTEM. COLOR TO BE DARK BRONZE TO MATCH STANDING SEAM ROOF. PROVIDE CONNECTION TO STORM SEWER SYSTEM AT DOWNSPOUTS - SEE CIVIL DRAWINGS FOR MORE INFORMATION. PROVIDE HEAT TAPE - SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION.
- INTAKE LOUVER AT GABLE END WALL - PAINT TO MATCH ADJACENT LAP SIDING. SEE MECHANICAL DRAWINGS FOR MORE INFORMATION.

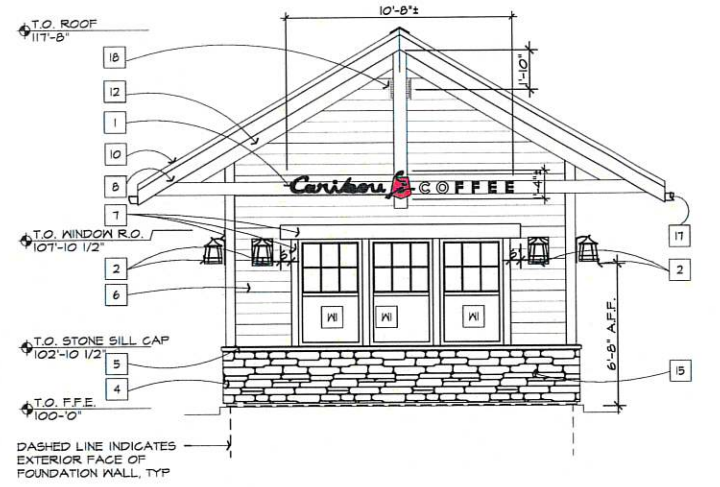
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COLORS & FINISHES INCLUDING ROOFING, SIDING, TRIM AND CULTURED STONE ARE SUBJECT TO CHANGE PENDING LEAD TIMES AND FINAL REVIEW AND APPROVAL BY OWNER & ARCHITECT.
2. SEE PROTOTYPE SHELL BUILDING COLOR SELECTIONS DOCUMENT FOR ADDITIONAL INFORMATION.



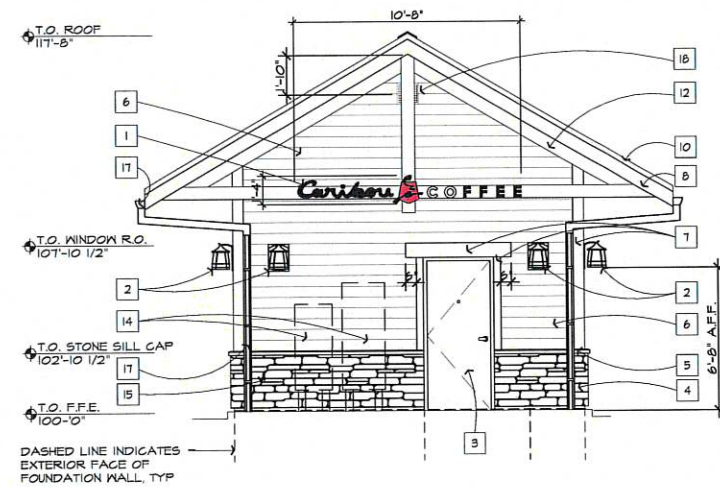
1 SIDE ELEVATION (SOUTH)



3 SIDE ELEVATION (NORTH)



2 FRONT ELEVATION (WEST)



4 REAR ELEVATION (EAST)

ARCHITECTURAL
CONSORTIUM L.L.C.

901 North Third Street, Suite 220 612-436-4030
Minneapolis, MN 55401 www.archconsort.com

Mark	Revision / Issue	Date
	CITY SUBMITTAL	9/21/20

PRELIMINARY
NOT FOR CONSTRUCTION

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 Architect under the laws of the State of Minnesota.

Printed Name: Kathy L. Anderson
Signature: _____
Date: 09/21/20 License #: 22285

CARIBOU COFFEE DRIVE
THRU ONLY STORE

SOUTHRIDGE CENTER
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INVER GROVE HEIGHTS, MN 55077

FLOOR PLAN

SCALE: AS NOTED

PROJECT NUMBER:	04-1085-01
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A-200

1	ILLUMINATED CARIBOU SIGNAGE N.I.C. SUPPLIED AND INSTALLED BY SIGN VENDOR. PROVIDE ELECTRICAL AS SHOWN ON ELECTRICAL PLANS. S.C. TO VERIFY DESIGN, DIMENSIONS, BRACKET INSTALLATION REQUIREMENTS, AND ELECTRICAL REQUIREMENTS WITH SIGN VENDOR PRIOR TO ROOFING INSTALLATION.
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2. SEE PROTOTYPE SHELL BUILDING COLOR SELECTIONS DOCUMENT FOR ADDITIONAL INFORMATION



Architectural Consortium, L.L.C. 2020

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

TITAN LAND

Meeting Date: November 23, 2020
 Item Type: Consent Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a Resolution relating to the final plat, final PUD development plan, Development Contract, and related agreements for the plat of The Crossings at Inver Woods. Phase 1 consists of a 152 unit apartment building.

- All Require 3/5th's vote.
- 60-day deadline: November 23, 2020 (first 60 days)

SUMMARY

The applicant is proposing the final PUD development plans for The Crossings at Inver Woods, a 152 unit apartment building located on the south side of 80th Street across from the golf course. The City Council approved the preliminary plat and PUD on October 12, 2020.

ANALYSIS

The plat and development plans are consistent with the preliminary plans. Engineering is in the process of finalizing the construction plans. Earth work and tree grubbing will begin this fall. The final plan set satisfies the 20 conditions of preliminary approval.

RECOMMENDATION

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

Planning Commission: The Commission recommended approval (8-0).

Attachments: Resolution approving the Final Plat, Final PUD Development Plans including Development Contract and Related Agreements (12 total documents) for the plat of The Crossings at Inver Woods.
 Planning Report (includes final plat and plan set).

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT, FINAL PUD DEVELOPMENT PLAN,
DEVELOPMENT CONTRACT, STORM WATER FACILITIES MAINTENANCE
AGREEMENT AND RELATED AGREEMENTS FOR THE PLAT OF THE CROSSINGS AT
INVER WOODS**

**CASE NO. 20-35PUD
(Titan Land)**

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

See Exhibit A

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on October 6, 2020;

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

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

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

Preliminary PUD conditions of approval and site plan
Final Plat
Final Site Plan
Natural Areas and Open Space Plan
Construction Plan Set (14 sheets)
Grading Plan Set (5 sheets)
Landscape Plan
Building Plans (5 sheets)

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

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

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

Passed this 23rd day of November, 2020.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Rebecca Kiernan, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

That part of the Northeast Quarter of the Northwest Quarter of Section 17, Township 27, Range 22, Dakota County, Minnesota, lying Easterly and Northerly of the new State Trunk Highway No. 52 and 55;

And

That part of the Northwest Quarter of the Northeast Quarter of Section 17, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Beginning at the northwest corner of said Northwest Quarter of the Northeast Quarter of Section 17; thence Easterly along the north line of said Northwest Quarter of the Northeast Quarter of Section 7 a distance of 148.4 feet; thence South 21 degrees 18 minutes West a distance of 362.4 feet; thence South 2 degrees 56 minutes West a distance of 132.7 feet to the northwesterly right-of-way line a distance of 8.0 feet to the west line of said Northwest Quarter of the Northeast Quarter of Section 17; thence northerly along said west line of said Northwest Quarter of Section 17 a distance of 467.9 feet to the point of beginning.

Subject to easements of record.

Parcel 2:

That part of the West Half of the Northeast Quarter of Section 17, Township 27, Range 22, Dakota County, Minnesota, lying West of the East 820.0 feet thereof and lying North of the northerly right-of-way line of State Trunk Highway No. 52-55, being the northerly line of Parcel No. 201 on Minnesota Department of Transportation Right of Way Plat No. 19-111, and lying Easterly of the following described line:

Commencing at the northwest corner of the said West Half of the Northeast Quarter; thence on an assumed bearing of East along the north line of said Section 17 a distance of 148.4 feet to the point of beginning of the line to be described; thence South 21 feet 18 minutes West 362.4 feet; thence South 2 degrees 56 minutes West, 132.14 feet, more or less, to the northerly right of way of State Trunk Highway No. 52-55 and there terminating.

PLANNING REPORT

CITY OF INVER GROVE HEIGHTS

CASE NO: 20-35PUD

APPLICANT: Titan Land LLC

REQUEST: Final Plat and Final PUD Development Approval for The Crossings at Inver Woods

MEETING DATE: November 4, 2020

LOCATION: 1462 80th Street E

COMPREHENSIVE PLAN: HDR

ZONING: R-3C/PUD

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

An application has submitted for the final plat and final development plan for The Crossings at Inver Woods. The project is proposed in two phases. Phase 1 consists of a one lot plat with a 152 unit apartment building. Phase 2 will consist of the balance of the plat.

The City Council approved the preliminary plat and development plans on October 12, 2020.

EVALUATION OF THE REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 20 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council. The final PUD approval consists of the 152 unit apartment building. Phase II on Outlot A will require a separate preliminary PUD review.

Condition #2 relating to approval of the final grading, drainage and erosion control plans. The City Engineer has indicated the plans have addressed the majority of the issues and comments that were included in previous engineering memos. There are some small details to be worked out before city council approval.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for easements over the main drainage areas. The City Engineer has reviewed the plat and finds the necessary easements are in place.

Condition #4 relating to boundaries of open space with marker posts. Engineering has created a post and sign template for developers to use to mark the open space boundary. The grading plan identifies the proposed location of the posts. The final location of the posts will be approved by Engineering and will be field inspected.

Condition #5 relating to park dedication. Park dedication will consist of a cash payment of \$4,900 per unit. The park dedication fees are collected at time of final plat release.

Condition #6 relating to plans reviewed by the Fire Marshall. The Fire Marshall has reviewed the plans and has no issues with design and street access for emergency vehicles.

Condition #7 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to ensure all documents are recorded.

Condition #8 relating to payment of plat utility fees. The development contract will address the specific fees that the developer must pay before plat release as part of the funding for the infrastructure of the sewer and water for the Northwest Area. The Council adopted an ordinance which specifies fees to be paid at time of final plat release. There will also be additional fees collected at time of building permit for all residential structures. This condition was intended to state the developer's responsibility for paying these fees.

Condition #9 relating to payment of building permit fees. This condition was intended to state the developers are responsible for payment of building permit fees as noted in the condition. These fees are collected at time of building permit.

Condition #10 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 11 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future landowners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #12 relating to entering into a development contract. A meeting with the developer will be set up prior to council review to address obligations to be covered in the developer

agreement. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #13 relating to documents that must be recorded with the final plat. Standard language identifying additional documents to be recorded with the final plat.

Condition #14 relating to plans meeting the comments from the engineering consultants. The City Engineer has indicated the plans have addressed the majority of comments from the city's consultants. Final details will be worked out before city council approval.

Condition #15 relating to plans subject to review by MnDOT and Dakota County. The plans address the comments made by each agency relating to turn lanes, future trail and sound buffering.

Condition #16 relating protection of undisturbed area. The grading plans show limits of grading and construction which are protected with silt fencing while the project is under construction.

Condition #17 relating to fees due at time of plat release. States again that plat connection fees are due at plat release and building permit fees due for each unit.

Condition #18 relating to street lighting. There will be one street light at the intersection of the driveway and 80th Street.

Condition #19 relating to revised tree inventory. A plan has been prepared showing trees being removed. Nearly all of the existing trees are located around the storm ponding area that will be undisturbed. Tree removal consists of trees along the perimeter of the site. Plan complies with requirements.

Condition #20 relating to perimeter easements around Lot 1. The final plat shows the required perimeter drainage and utility easements around the lot.

ALTERNATIVES

A. **Approval.** If the Planning Commission finds the proposed Final plat and Final PUD development plans for The Crossings at Inver Woods acceptable, a recommendation of approval should be made subject to the following conditions:

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

Final Plat
Final Site Plan

dated 10/5/20

Natural Areas and Open Space Plan	dated 8/3/20
Construction Plan Set (14 sheets)	dated 10/16/20
Grading Plan Set (5 sheets)	dated 10/16/20
Landscape Plan	dated 10/20/20
Building Plans (5 sheets)	dated 10/5/20

***The final list of approved plans and date of plans shall be identified in the development contract.**

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

B. Denial. If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division and Engineering recommends approval of the final plat and PUD development plans for The Crossings of Inver Woods subject to the conditions stated above.

ATTACHMENTS:

Location Map
Applicant Narrative
Preliminary PUD conditions of approval and site plan
Final Plat
Final Site Plan
Construction Plan Set
Grading Plan Set
Landscape Plan
Building Plans



Location Map

Case No. 20-35PUD





ENGINEERING
SURVEYING
PLANNING

October 5, 2020

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

RE: Final Plat and Northwest Area Overlay District Final Planned Unit Development Application for The Crossings at Inver Woods

Dear Planning Staff,

Enclosed is an application for the Final Plat and Final PUD for The Crossings at Inver Woods project. The owner will be mailing the application fee and escrow. Comments from the preliminary applications have been incorporated into these plans. We will continue to work with the City Engineering department to have approved grading and construction plans during the month of October to allow for grading to commence in November. A Land Alteration permit was submitted directly to the Engineering Department.

Changes of note from the Preliminary submittals dated September 3rd are minor. They include a revision in the alignment of the east end of water main to provide additional clearance from storm sewer facilities. The building, drives and roads and open space have not changed with the exception of plans for a pathway along 80th discussed further in this letter. This plan includes the two areas where flexibility has been requested which are the 20-foot setback requested from 80th Street and the slight increase in building coverage due to the additional underground parking that was incorporated. The 20 conditions of approval listed in the Planning Report for the October 6th Planning Commission meeting have been reviewed and incorporated in the plat and plan where requested.

FINAL PLAT

Lot 1, Block 1 is the parcel the 152-unit apartment building will be located within. Outlot A is proposed for future development which will require replatting in the future when that project is reviewed.

Dakota County Plat Commission provided comments on the preliminary plat in a letter dated August 24th, 2020. Their request for 60 feet of right of way from the in-place centerline has been incorporated into the plat. A quit claim deed for restricted access along Lot 1, Block will be provided at the time of recording of the mylars. Restricted access along Outlot A will be dealt with at the time that parcel is developed.

The Plat Commission recommended construction of a trail along CSAH 28 (80th Street) and noted that reconstruction of 80th Street is currently planned in 2025. We have discussed the options for construction of the trail along Lot 1 with the City Engineer and there would be difficulties in construction prior to the County's reconstruction due to unknowns in their final plan design. As an alternative, we have identified a route that would bring the trail into Lot 1 at the existing farm entrance drive and would wrap around Regional Basin EP-059B coming back to 80th Street at the northwest corner of the apartment building. From there the path would fall within the 80th Street

right of way. Our grading plan incorporates this route both within the development and within the 80th Street right of way bring platted. Future surfacing of the trail can then be incorporated into the reconstruction plans for 80th Street.

The Plat Commission letter referenced the access, turn and bypass lanes and permitting required through the County Transportation Department. The Transportation Department has been contacted regarding the project and turn and bypass lanes are incorporated into the grading and construction plans. The access and work in right of way permit will be applied for prior to this application review comments being completed.

MnDOT also supplied comments on the Preliminary Plat in a letter dated August 25th, 2020. They requested that the existing controlled access along Hwy 55 be added to the final plat, which it has. They also highlighted the process for application for a drainage permit. That permit will be applied for upon completion of the second review of the drainage report by the City Engineer and their consultant EOR. The impact of this project on MnDOT right of way is negligible. We do not anticipate the need for a permit for work within MnDOT's right of way. A sound barrier wall is proposed but it will fall 100% within Lot 1.

FINAL PUD

We have incorporated City and City consultant comments into the grading and construction plans with just a few more technical items to be worked through to obtain approved plans. We have included the most recent grading and construction plans and building elevations. All of the calculations for Net Developable Areas and Open Space from the Preliminary PUD are still valid.

Thank you,

Mark Welch
markw@ggg.to
507-867-1666 ext.105

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

RESOLUTION NO. 2020-222

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN CONSISTING OF A 152 UNIT APARTMENT BUILDING AND 20
TOWNHOMES FOR THE PLANNED DEVELOPMENT TO BE KNOWN AS THE
CROSSINGS OF INVER WOOD**

CASE NO. 20-24PUD

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property legally described as;

SEE EXHIBIT A

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on October 6, 2020;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for the planned development of The Crossings of Inver Wood is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	9/3/20
Preliminary Site Plan	9/3/20
Preliminary Grading Plan	9/11/20
Construction Plan Set	9/11/20
Preliminary Landscape Plan	9/25/20
Building Elevations	9/3/20

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
4. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future landowners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.
8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
9. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing. Final details of the amounts to be paid shall be part of the final PUD plan review.
10. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council

11. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
12. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
13. The following documents shall be recorded when the plat is recorded:
 - Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning.
14. Prior to City Council review of the final PUD development plans, the Developer shall respond to all the comments of City Engineering and consultants memos.
15. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from Dakota County and MnDOT.
16. The developer shall be responsible to ensure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading.
17. Northwest Area plat connection fees are due at time of final plat release for each phase. The connection fees will be listed in the development contract. The Northwest Area building permit connection fees are due with building permit for each unit. Final details of the amounts to be paid shall be part of the final PUD plan review.
18. Street lighting shall be required at the driveway access point.
19. A revised tree inventory listed total caliper inches, inches removed, and inches saved must be submitted with the final plans to determine compliance with the tree protection ordinance. If the threshold is exceeded, additional plantings will be required.
20. Engineering requiring the need for perimeter easements around Lot 1. Subdivision Code 11-3-5. A, requires utility and drainage easements on rear and side lot lines.

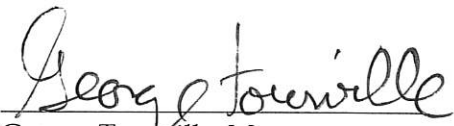
Passed this 12th day of October, 2020.

AYES: 5

Resolution No. 2020-222

Page 4

NAYS: 0


George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

That part of the Northeast Quarter of the Northwest Quarter of Section 17, Township 27, Range 22, Dakota County, Minnesota, lying Easterly and Northerly of the new State Trunk Highway No. 52 and 55;

And

That part of the Northwest Quarter of the Northeast Quarter of Section 17, Township 27, Range 22, Dakota County, Minnesota, described as follows:

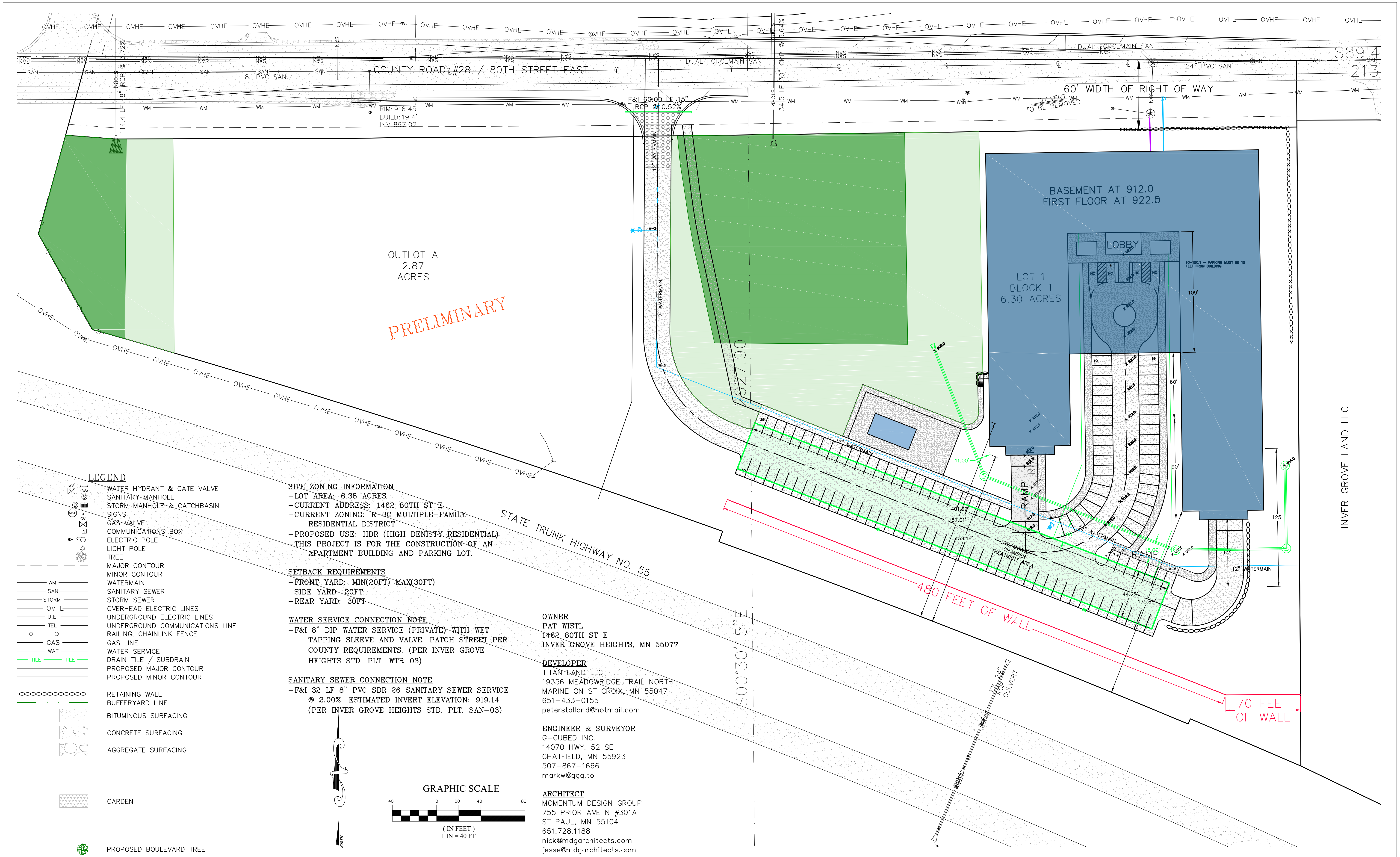
Beginning at the northwest corner of said Northwest Quarter of the Northeast Quarter of Section 17; thence Easterly along the north line of said Northwest Quarter of the Northeast Quarter of Section 7 a distance of 148.4 feet; thence South 21 degrees 18 minutes West a distance of 362.4 feet; thence South 2 degrees 56 minutes West a distance of 132.7 feet to the northwesterly right-of-way line a distance of 8.0 feet to the west line of said Northwest Quarter of the Northeast Quarter of Section 17; thence northerly along said west line of said Northwest Quarter of Section 17 a distance of 467.9 feet to the point of beginning.

Subject to easements of record.

Parcel 2:

That part of the West Half of the Northeast Quarter of Section 17, Township 27, Range 22, Dakota County, Minnesota, lying West of the East 820.0 feet thereof and lying North of the northerly right-of-way line of State Trunk Highway No. 52-55, being the northerly line of Parcel No. 201 on Minnesota Department of Transportation Right of Way Plat No. 19-111, and lying Easterly of the following described line:

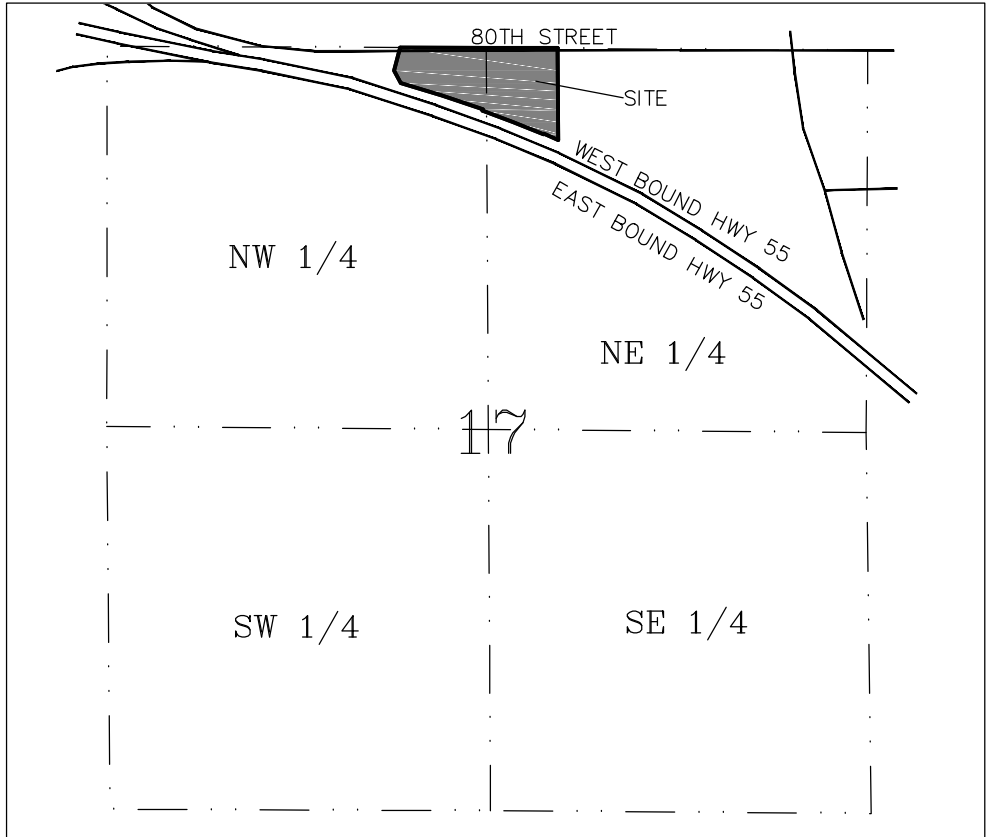
Commencing at the northwest corner of the said West Half of the Northeast Quarter; thence on an assumed bearing of East along the north line of said Section 17 a distance of 148.4 feet to the point of beginning of the line to be described; thence South 21 degrees 18 minutes West 362.4 feet; thence South 2 degrees 56 minutes West, 132.14 feet, more or less, to the northerly right of way of State Trunk Highway No. 52-55 and there terminating.



THE CROSSINGS AT INVER WOODS

VICINITY MAP

T. 27 N., R. 22 W., SEC. 17
"NOT TO SCALE"



LEGEND

- 1/2 INCH IRON PIPE WITH PLASTIC CAP
- STAMPED LS 21940 SET
- FOUND MONUMENTS ARE 1/2 INCH IRON PIPES UNLESS OTHERWISE NOTED
- DRAINAGE EASEMENT
- UTILITY EASEMENT
- EASEMENT LINE
- CENTERLINE

INSTRUMENT OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Titan Land LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Dakota, State of Minnesota, to wit:

That part of the Northeast Quarter of the Northwest Quarter of Section 17, Township 27, Range 22, Dakota County, Minnesota, lying Easterly and Northerly of the new State Trunk Highway No. 52 and 55;

AND

That part of the Northwest Quarter of the Northeast Quarter of Section 17, Township 27, Range 22, Dakota County, Minnesota, described as follows: Beginning at the northwest corner of said Northwest Quarter of the Northeast Quarter of Section 17; thence Easterly along the north line of said Northwest Quarter of the Northeast Quarter of Section 7 a distance of 148.4 feet; thence South 21 degrees 18 minutes West a distance of 362.4 feet; thence South 2 degrees 56 minutes West a distance of 132.7 feet to the northwesterly right-of-way line a distance of 8.0 feet to the west line of said Northwest Quarter of the Northeast Quarter of Section 17; thence northerly along said west line of said Northwest Quarter of Section 17 a distance of 467.9 feet to the point of beginning.

AND

That part of the West Half of the Northeast Quarter of Section 17, Township 27, Range 22, Dakota County, Minnesota, lying West of the East 820.0 feet thereof and lying North of the northerly right-of-way line of State Trunk Highway No. 52-55, being the northerly line of Parcel No. 201 on Minnesota Department of Transportation Right of Way Plat No. 19-111, and lying Easterly of the following described line: Commencing at the northwest corner of the said West Half of the Northeast Quarter; thence on an assumed bearing of East along the north line of said Section 17 a distance of 148.4 feet to the point of beginning of the line to be described; thence South 21 feet 18 minutes West 362.4 feet; thence South 2 degrees 56 minutes West, 132.14 feet, more or less, to the northerly right of way of State Trunk Highway No. 52-55 and there terminating.

Containing 9.17 acres, more or less.

Has caused the same to be surveyed and platted as THE CROSSINGS AT INVER WOODS and does hereby dedicate to the public for the public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said Titan Land LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20__.

Signed: Titan Land LLC

Peter Stalland, President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20__ by Peter Stalland, President, of Titan Land LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County, Minnesota

Printed Name

My commission expires: _____

SURVEYOR'S CERTIFICATE

I Geoffrey G Griffin 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__.

Geoffrey G Griffin, Land Surveyor
Minnesota Registration No. 21940

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 20__, by Geoffrey G Griffin, Minnesota Registration No. 21940

Notary Public, _____ County, Minnesota

Printed Name

My commission expires: _____

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__.

By _____ Dakota County Surveyor

CITY PLANNING COMMISSION, INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, this ____ day of _____, 20__.

By: _____ Secretary

By: _____ Chair

CITY COUNCIL, INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA
This plat of THE CROSSINGS AT INVER WOODS was approved and accepted by the City Council of the City of Inver Grove Heights, Minnesota, this ____ day of _____, 20__, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor

By: _____ Clerk

DAKOTA COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA
We do hereby certify that on the ____ day of _____, 20__, the Board of Commissioners of Dakota County, Minnesota, approved this plat of THE CROSSINGS AT INVER WOODS, 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 Dakota County Board

By: _____ Dakota County Treasured Auditor

C.S.A.H. 28 / 80TH STREET

S89°49'31"E 496.19

2136.26

S89°49'31"E

C.S.A.H. 28 / 80TH STREET

S89°49'23"E 596.88

C.S.A.H. 28 / 80TH STREET

N89°42'13"E 466.13

C.S.A.H. 28 / 80TH STREET

N89°10'37"E 297.90

N89°11'20"E 301.67

60.00

60.20

NE CORNER SEC. 17,
T. 27 N., R. 22 W.

OUTLOT A

LOT 1

BLOCK 1

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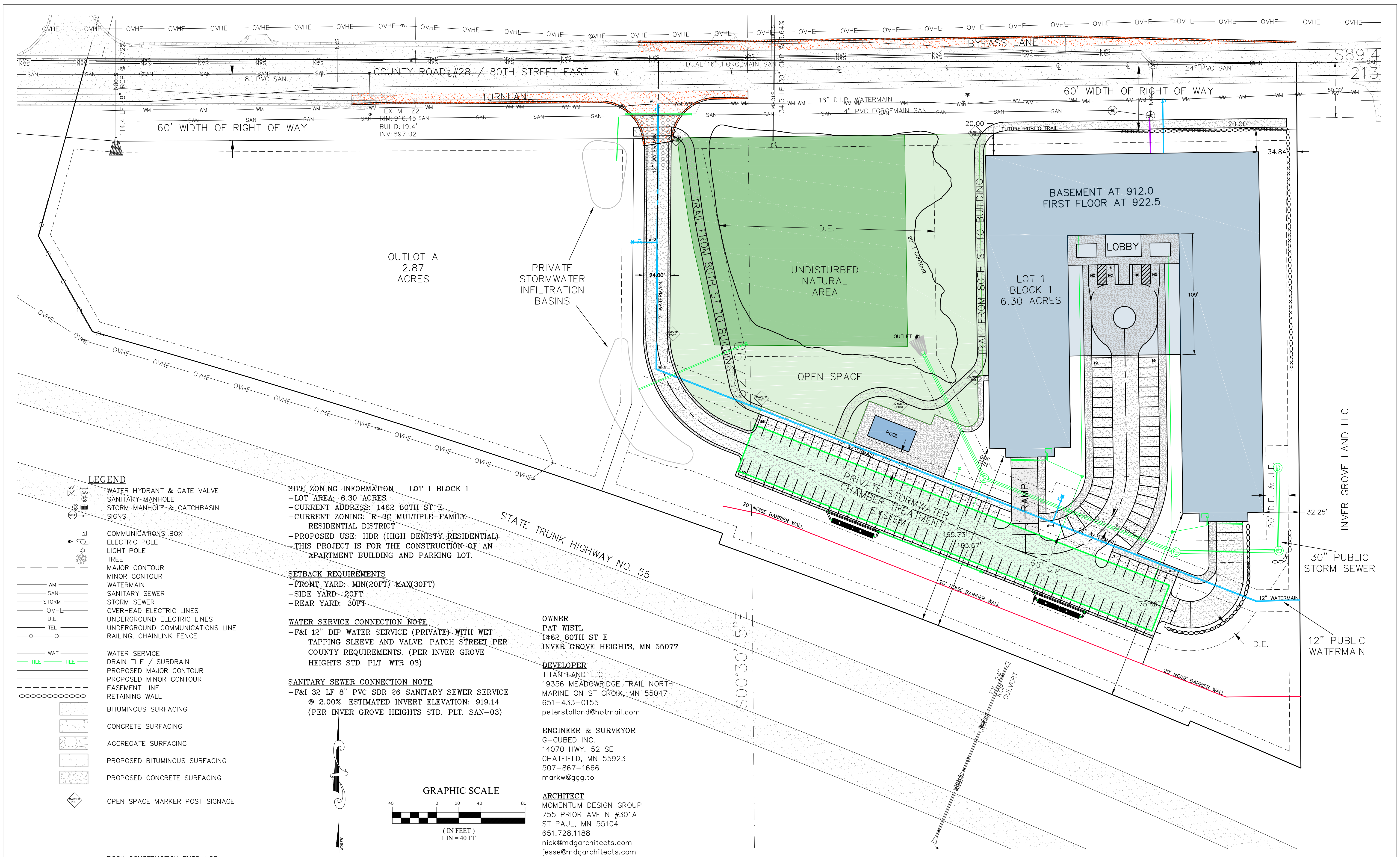
LOT 1

BLOCK 1

2136.26

S89°49'31"E

C.S.A.H. 28 /



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
- OVERHEAD ELECTRIC LINES
- UNDERGROUND ELECTRIC LINES
- UNDERGROUND COMMUNICATIONS LINE
- RAILING, CHAINLINK FENCE
- WATER SERVICE
- DRAIN TILE / SUBDRAIN
- 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

SITE ZONING INFORMATION - LOT 1 BLOCK 1

- LOT AREA: 6.30 ACRES
- CURRENT ADDRESS: 1462 80TH ST E
- CURRENT ZONING: R-3C MULTIPLE-FAMILY RESIDENTIAL DISTRICT
- PROPOSED USE: HDR (HIGH DENSITY RESIDENTIAL)
- THIS PROJECT IS FOR THE CONSTRUCTION OF AN APARTMENT BUILDING AND PARKING LOT.

SETBACK REQUIREMENTS

- FRONT YARD: MIN(20FT) MAX(30FT)
- SIDE YARD: 20FT
- REAR YARD: 30FT

WATER SERVICE CONNECTION NOTE

- F&I 12" DIP WATER SERVICE (PRIVATE) WITH WET TAPPING SLEEVE AND VALVE. PATCH STREET PER COUNTY REQUIREMENTS. (PER INVER GROVE HEIGHTS STD. PLT. WTR-03)

SANITARY SEWER CONNECTION NOTE

- F&I 32 LF 8" PVC SDR 26 SANITARY SEWER SERVICE @ 2.00%. ESTIMATED INVERT ELEVATION: 919.14 (PER INVER GROVE HEIGHTS STD. PLT. SAN-03)

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

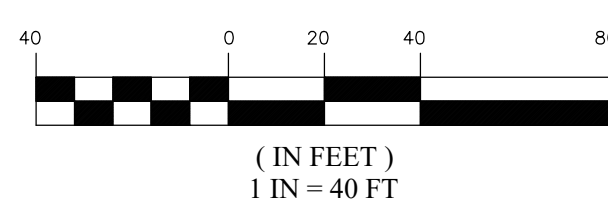
ENGINEER & SURVEYOR

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

GRAPHIC SCALE



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 10/5/2020 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
PRELIMINARY	ADB	8/3/2020
RESUBMITTAL	ADB	8/20/2020
RESUBMITTAL	ADB	9/3/2020
FINAL PUD	ADB	10/5/2020

**CITY OF INVER GROVE
HEIGHTS-DAKOTA COUNTY**

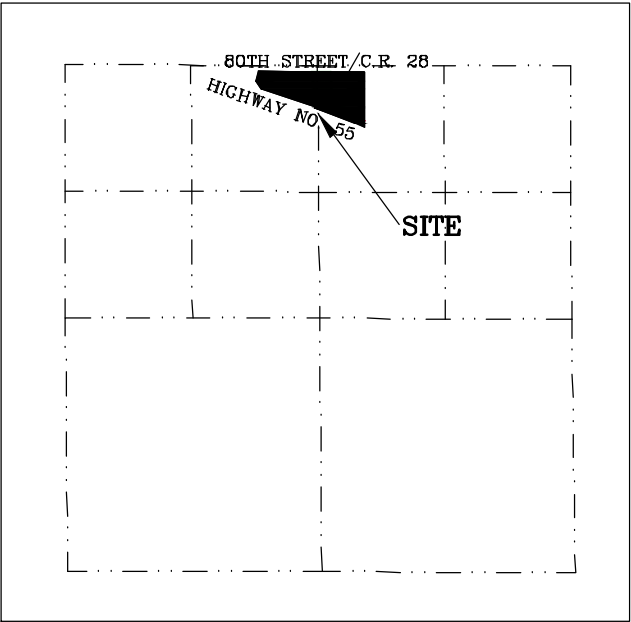
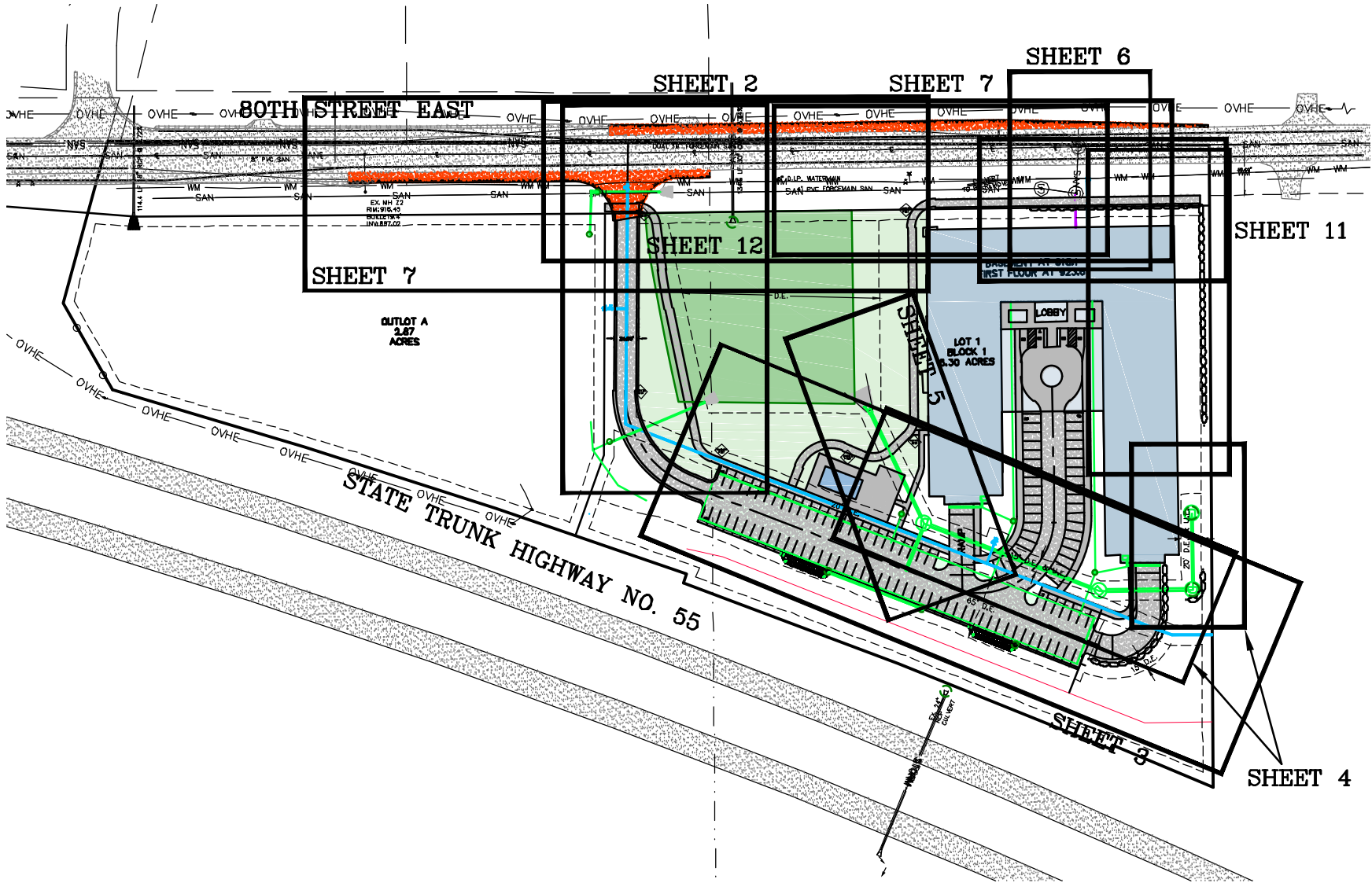
**THE CROSSINGS AT INVER WOODS
LOT 1 BLOCK 1 SITE PLAN**

BENCHMARK:

**SHEET 1
OF 1 SHEETS**

WARNING
BEFORE DIGGING CALL Gopher
STATE ONE CALL FOR LOCATIONS.
DIAL - 1-800-252-1166
REQUIRED BY LAW

CONSTRUCTION PLANS FOR THE CROSSINGS AT INVER WOODS
CITY OF INVER GROVE HEIGHTS PROJECT



VICINITY MAP
T. 27 N., R. 22 W., SEC. 17
"NOT TO SCALE"

SHEET INDEX	
SHEET 1	TITLE SHEET, SHEET INDEX, & VICINITY MAP
SHEET 2&3	PLAN & PROFILE FOR WATERMAIN
SHEET 4&5	PLAN & PROFILE FOR STORM SEWER
SHEET 6	PLAN & PROFILE FOR SANITARY SERVICE
SHEET 7	PLAN & PROFILE FOR BYPASS & TURNLANE
SHEET 8-10	STANDARD PLATES
SHEET 11	RETAINING WALL PLAN & PROFILE
SHEET 12	PLAN & PROFILE FOR EXISTING R/W UTILITIES
SHEET 13	PLAN & PROFILE FOR OFFSTREET STORM SEWER
SHEET 14	PLAN & PROFILE FOR INFILTRATION BASINS

APPROVED BY _____ DATE _____
CITY ENGINEER

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
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DESIGNED MRW
DRAWN ADB
CHECKED MRW

REVISED	BY	DATE
PRELIMINARY	ADB	8/3/2020
RESUBMITTAL	ADB	8/24/2020
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
TITLE SHEET

SHEET 1
OF 14 SHEETS

WARNING
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STATE ONE CALL FOR LOCATIONS.
DIAL - 1-800-252-1166
REQUIRED BY LAW

WATERMAIN SCHEDULE

THE CROSSINGS AT INVER GROVE WATERMAIN NOTES				Date 9/8/2020
NUMBER	STATION	ALIGNMENT	ITEMS & NOTES	BREAKOFF ELEV
W-1	10+00.00 - CL	Watermain	Connect to Existing, Wet-tap 12" line into Ex. 16" main, F&I 12" GATE VALVE 5' S	
W-2	11+25.21 - CL	Watermain	F&I: 8"x12" TEE, 8" GATE VALVE 16' R, 8"x6" REDUCER 19' R, 6" TEMP HYDRANT 22' R	918.68
W-3	12+39.84 - CL	Watermain	F&I: 12" - 90° BEND	
W-4	16+23.68 - CL	Watermain	F&I: 6"x12" TEE, 6" GATE VALVE 22' N, 6" HYDRANT 25' N	918.67
W-5	17+40.18 - CL	Watermain	F&I: 12" - 22.5° BEND, 12" PLUG	

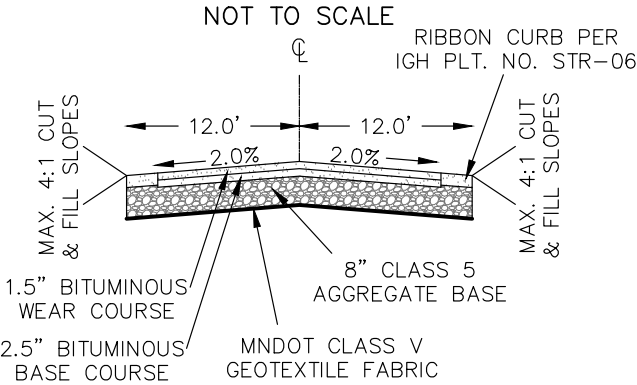
OWNER
PAT WISTL
1462 80TH ST E
INVER GROVE HEIGHTS, MN 55077

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

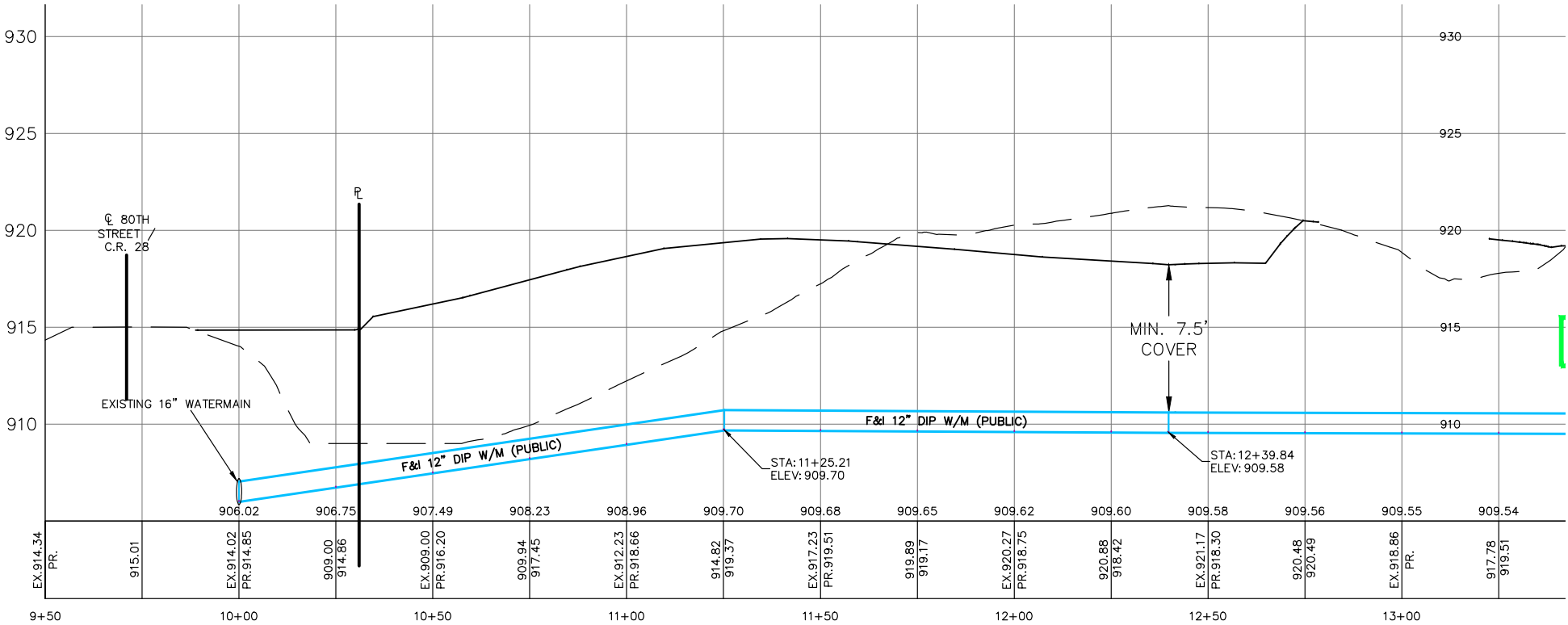
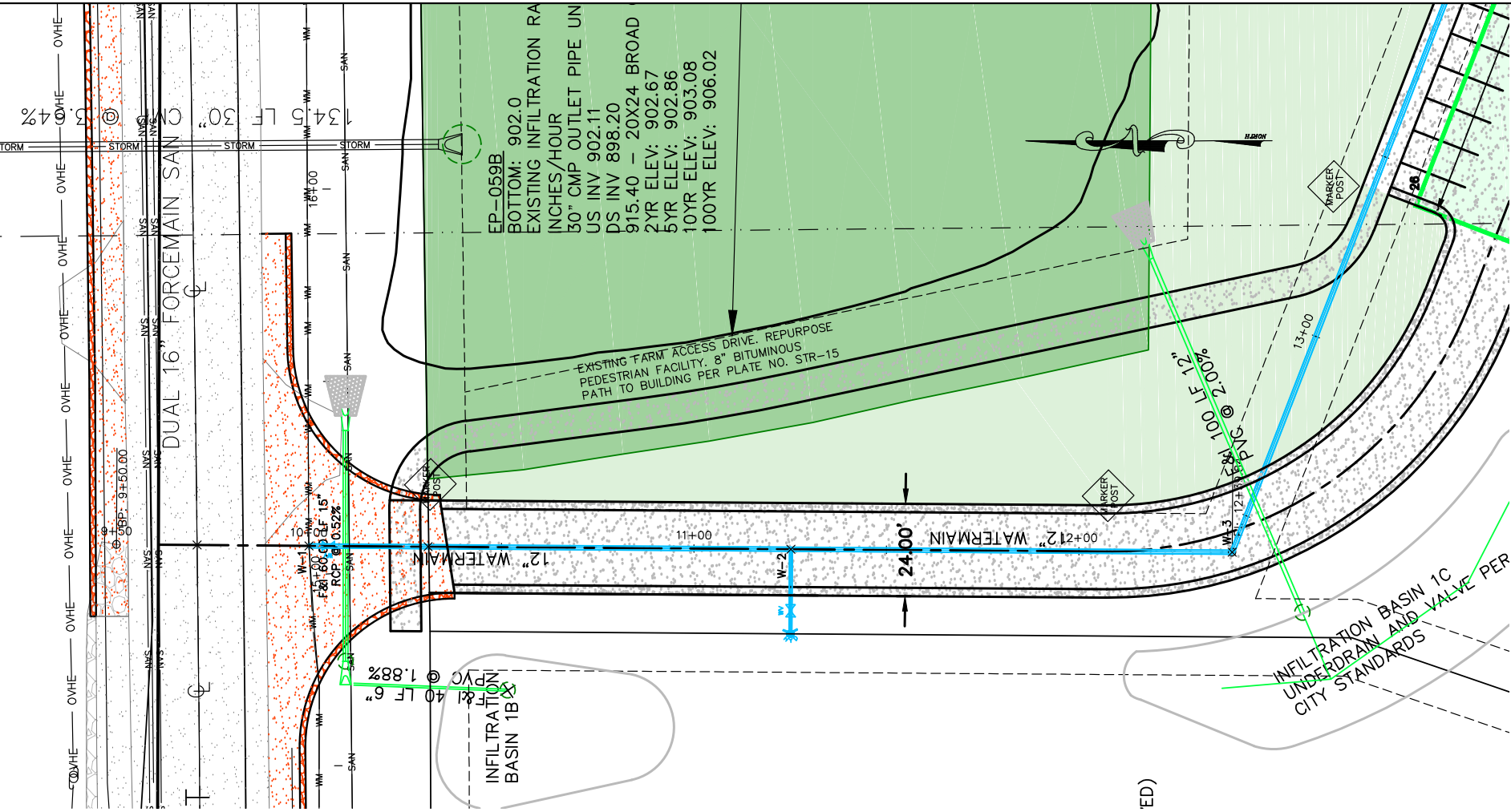
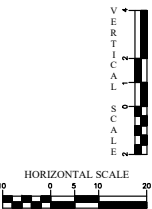
ENGINEER & SURVEYOR
G-CUBED INC.
14070 HWY. 52 SE
CHATFIELD, MN 55923
507-867-1666
markw@ggg.to

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

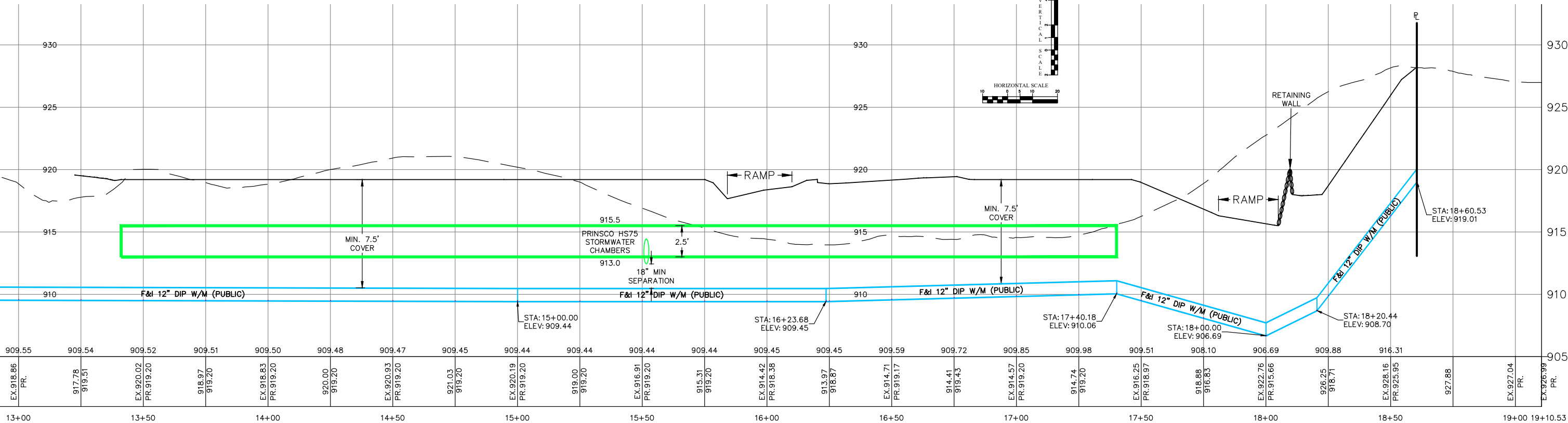
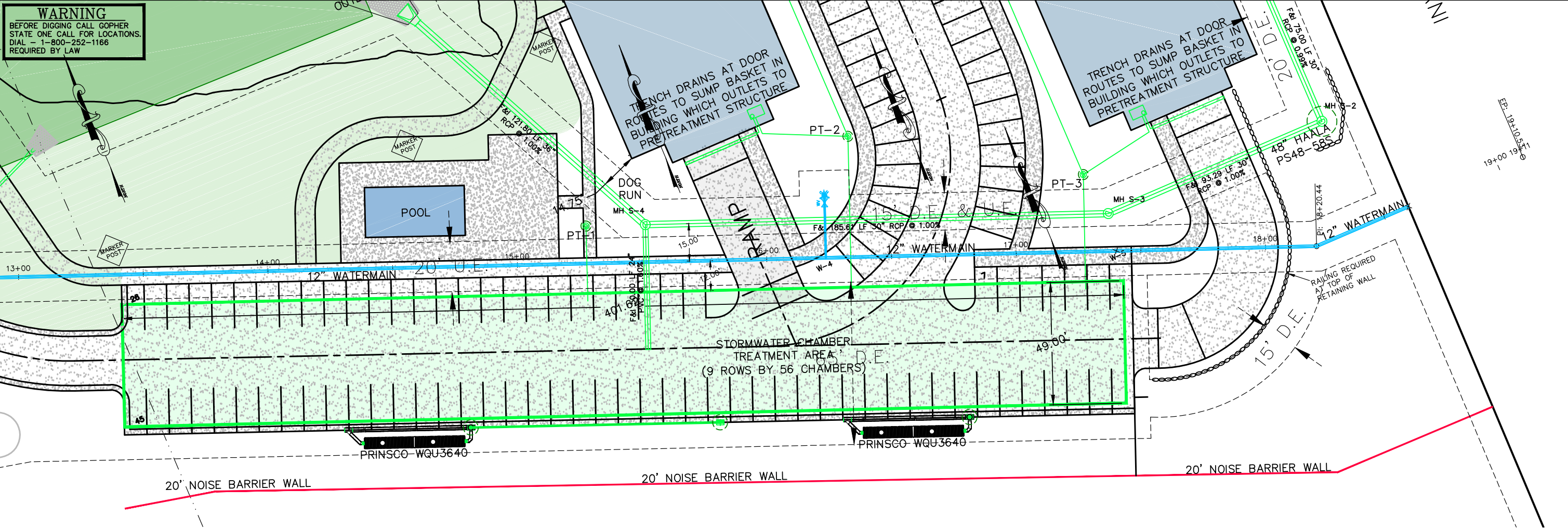
DRIVEWAY TYPICAL SECTION



- GENERAL NOTES:**
- SANITARY SEWER UMBRELLAS REQUIRED DURING CONSTRUCTION.
 - THE OWNER OR THEIR CONTRACTOR WILL OPERATE BETWEEN THE PERMITTED HOURS OF 7:00 A.M. TO 7:00 P.M., MONDAY THROUGH SATURDAY.



WARNING
BEFORE DIGGING CALL GOPHER
STATE ONE CALL FOR LOCATIONS.
DIAL - 1-800-252-1166
REQUIRED BY LAW



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

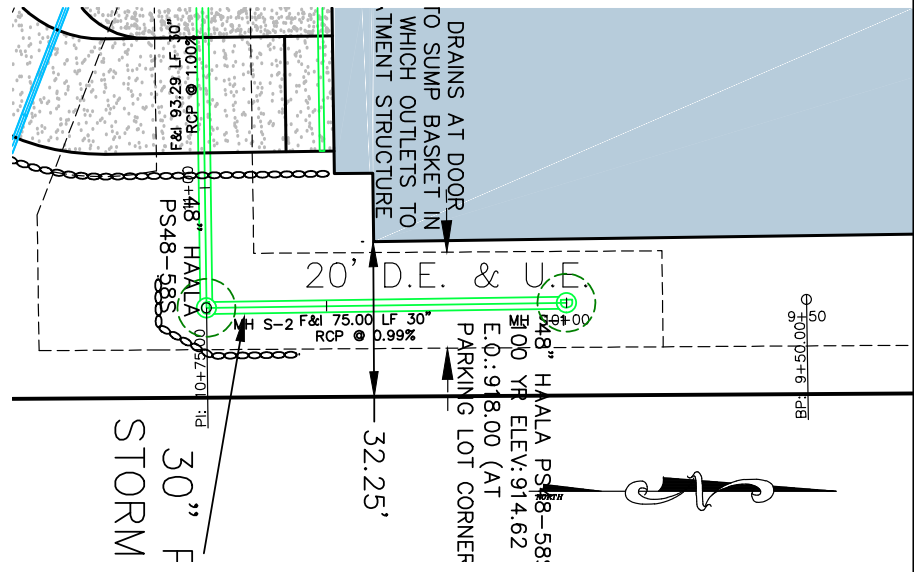
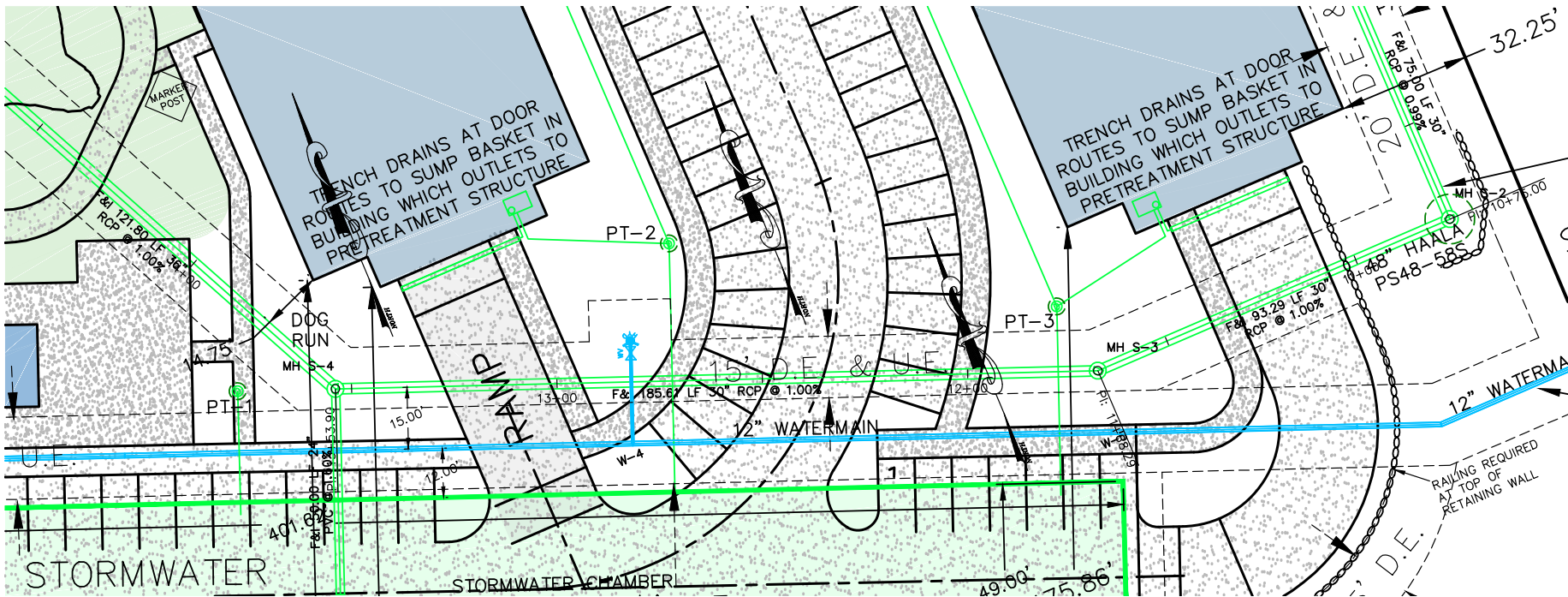
ENGINEERING
SURVEYING
PLANNING
Ph: 507-867-1666
Fax: 507-867-1665
www.gcg.to

DESIGNED: MRW
DRAWN: ADB
CHECKED: MRW

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

CITY OF INVER GROVE
HEIGHTS-DAKOTA COUNTY
BENCHMARK:

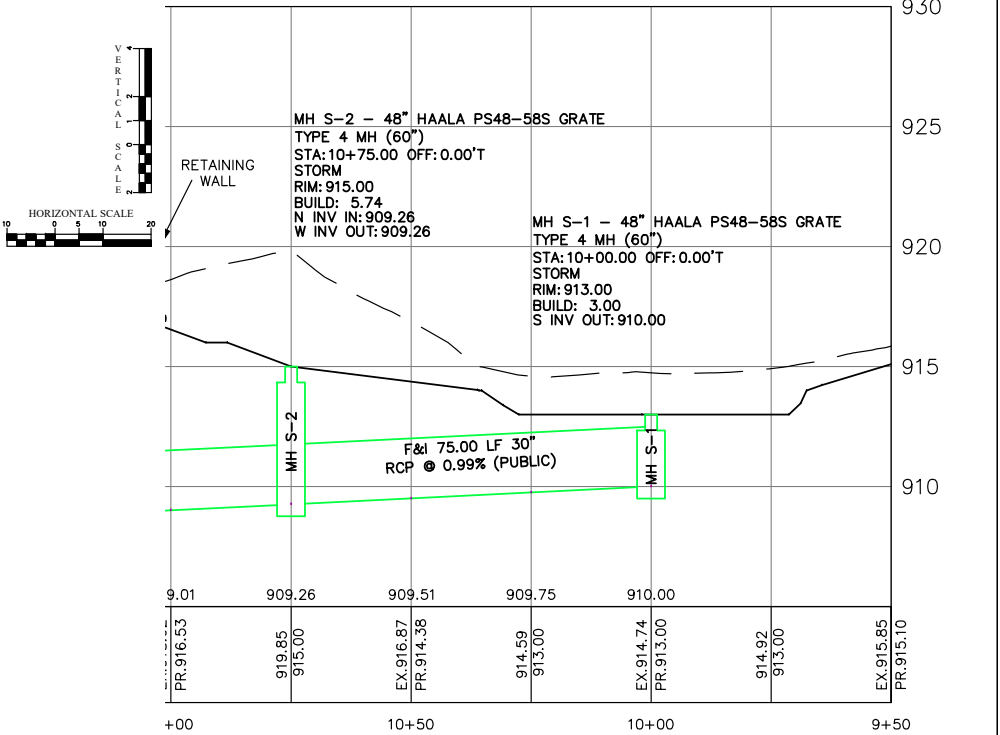
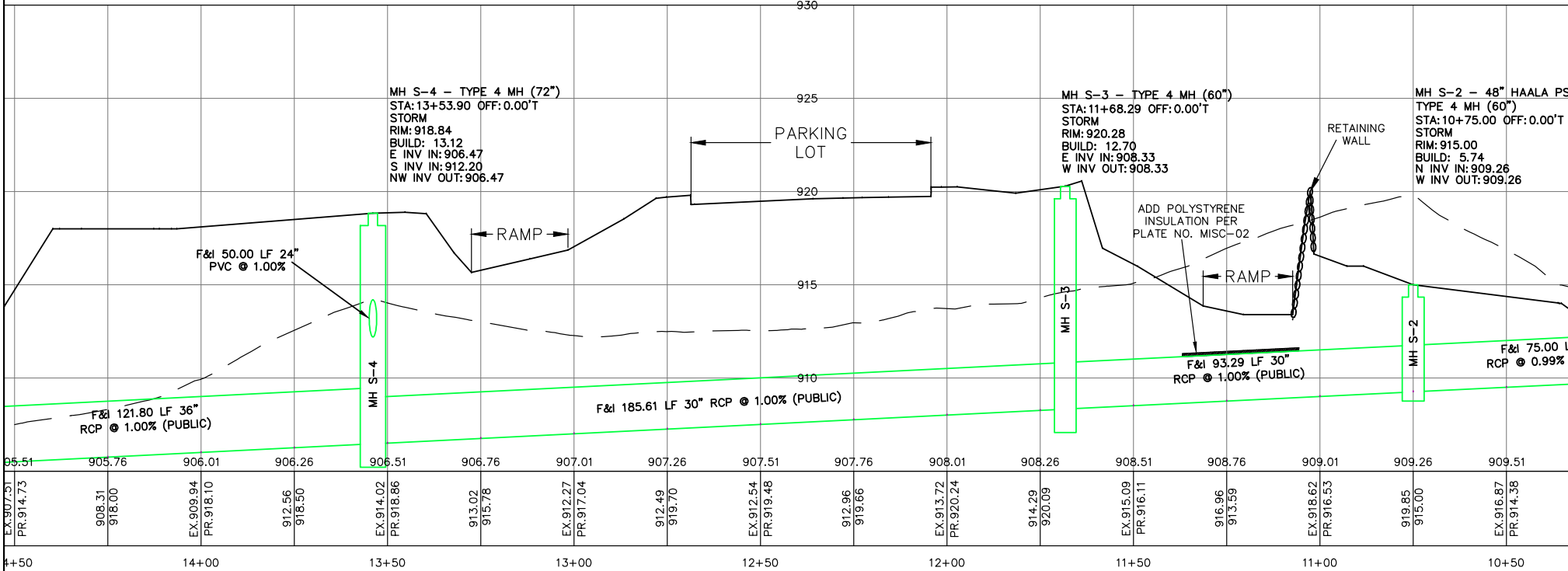
THE CROSSINGS AT INVER WOODS
PLAN & PROFILE WATERMAIN
SHEET 3
OF 14 SHEETS



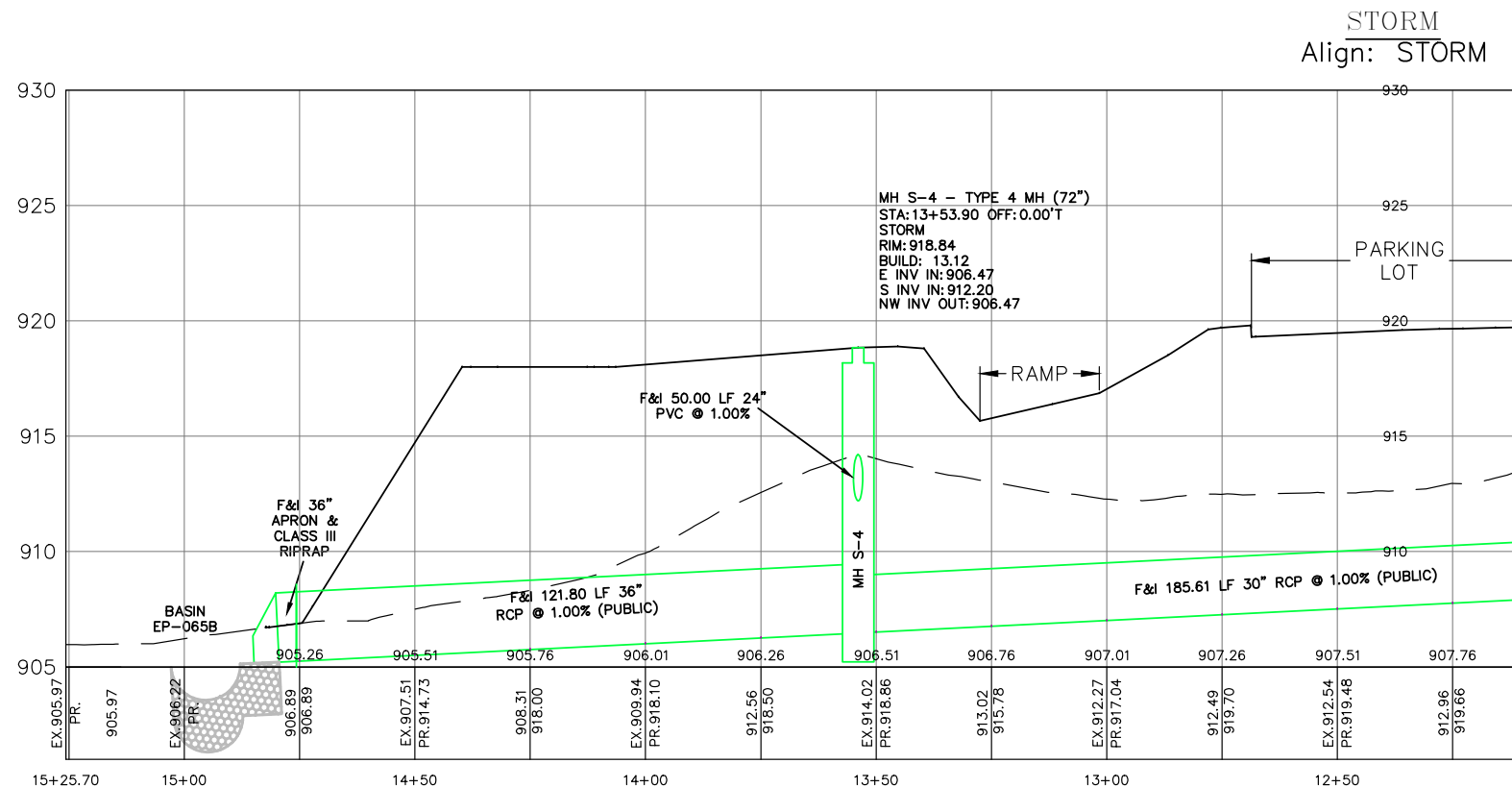
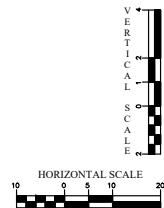
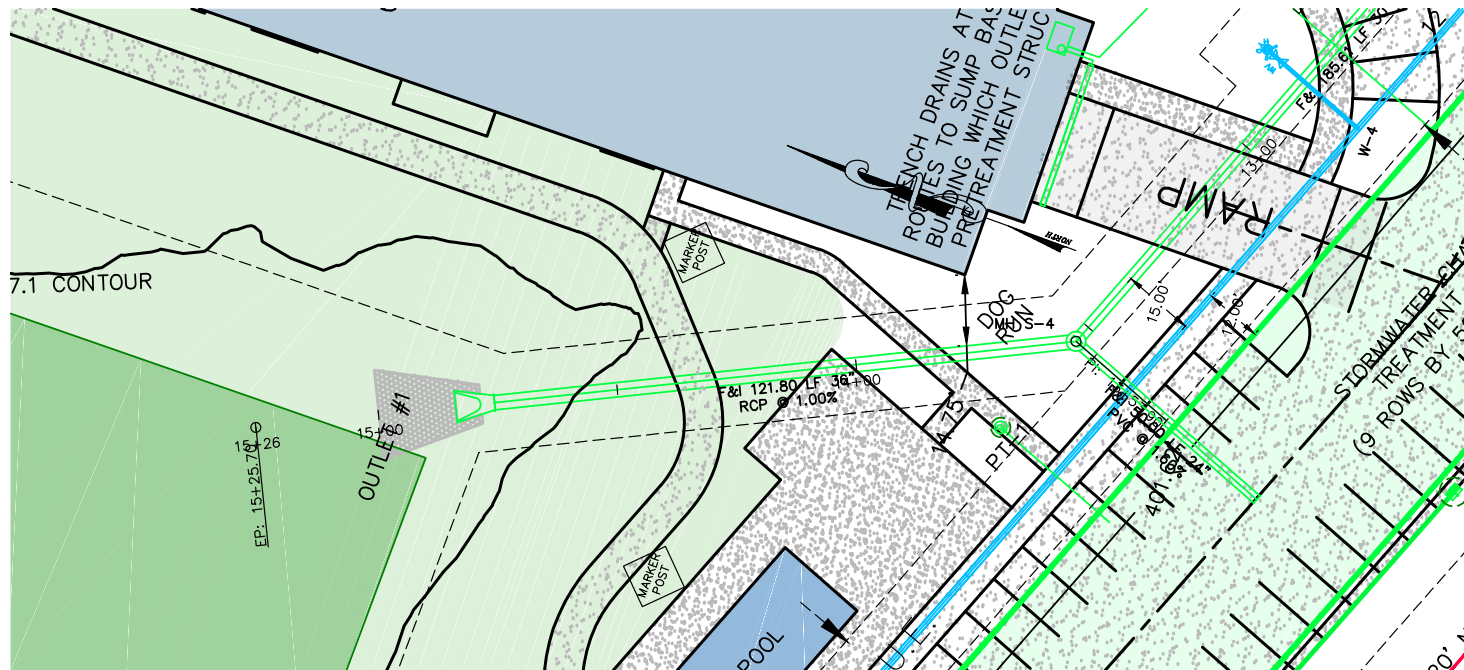
STORM SCHEDULE

The Crossings at Inver Woods Storm Sewer Construction Notes													
Structure Number	Structure Type	Casting Elevation	Structure Outlet Elevation	Linear Footage	Pipe Size	Gradient Percent	Flow to Structure Number	Downstream Structure Inlet Elevation	Neenah Casting & Grates	Station	Offset from CL alignment	Alignment	Notes / Other Inverts
STORM													
MH S-1	Type 4 MH (60")	913.00	910.00	75.00	30" RCP	0.99%	MH S-2	909.26	48" HAALA PS48-58S	10+00.00	CL	STORM	
MH S-2	Type 4 MH (60")	915.00	909.26	93.29	30" RCP	1.00%	MH S-3	908.33	48" HAALA PS48-58S	10+75.00	CL	STORM	
MH S-3	Type 4 MH (60")	920.28	908.33	185.61	30" RCP	1.00%	MH S-4	906.47	R-1916-C	11+68.29	CL	STORM	
MH S-4	Type 4 CB (72")	918.84	906.47	121.80	36" RCP	1.00%	OUTLET 1	905.25	R-1916-C	13+53.90	CL	STORM	

STORM
Align: STORM



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DIAL - 1-800-252-1166
REQUIRED BY LAW



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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

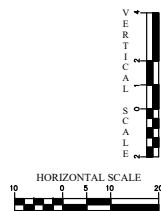
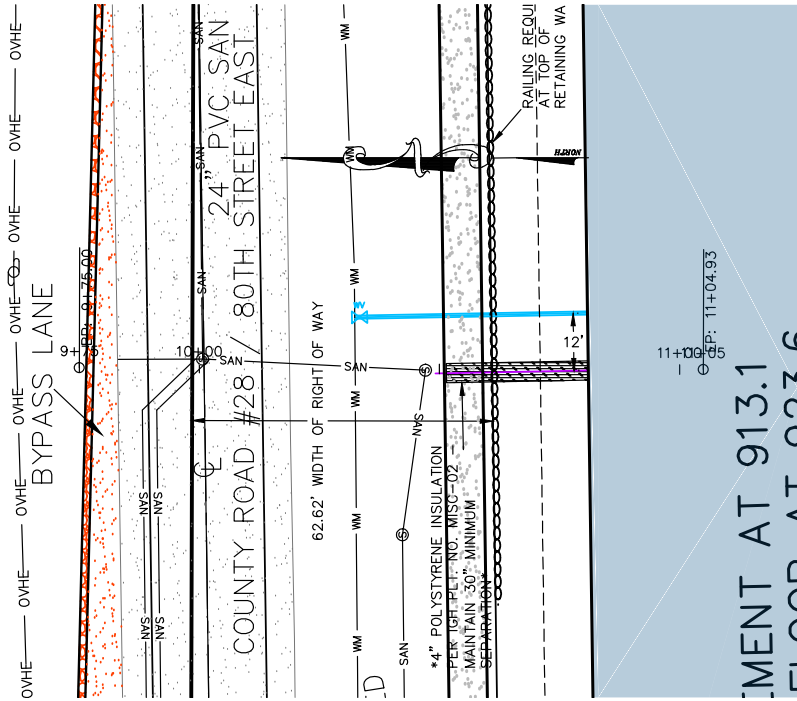
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SURVEYING
PLANNING
Ph: 507-867-1666
Fax: 507-867-1665
www.gcg.to

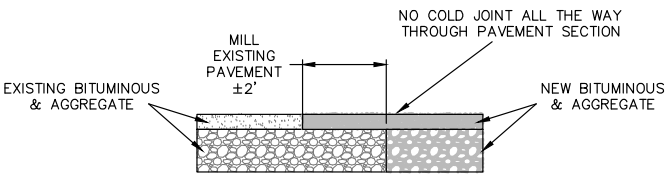
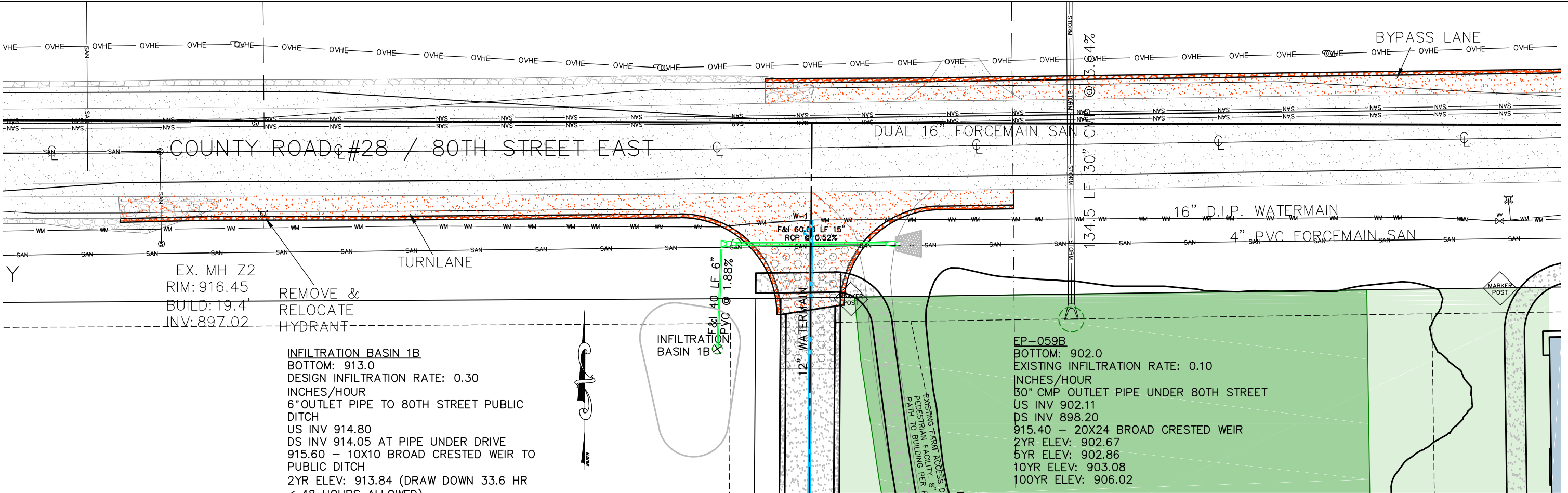
DESIGNED MRW
DRAWN ADB
CHECKED MRW

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

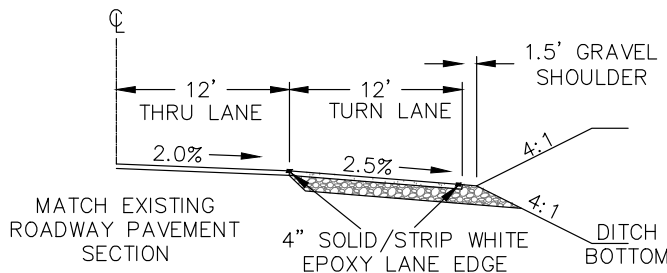
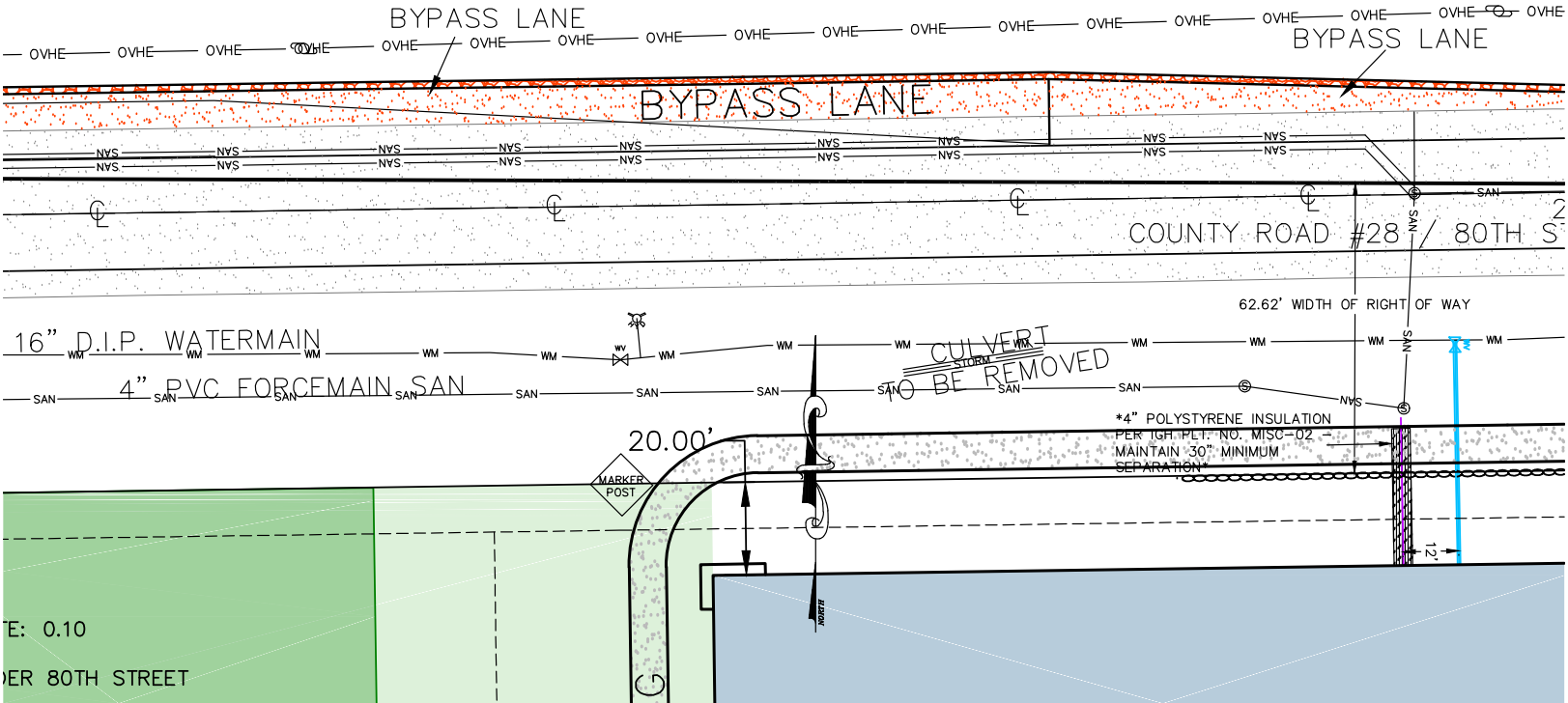
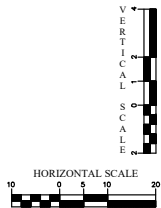
CITY OF INVER GROVE
HEIGHTS-DAKOTA COUNTY
BENCHMARK:
THE CROSSINGS AT INVER WOODS
PLAN & PROFILE OFFSTREET STORM
SHEET 5
OF 14 SHEETS

WARNING
BEFORE DIGGING CALL GOPHER
STATE ONE CALL FOR LOCATIONS.
DIAL - 1-800-252-1166
REQUIRED BY LAW

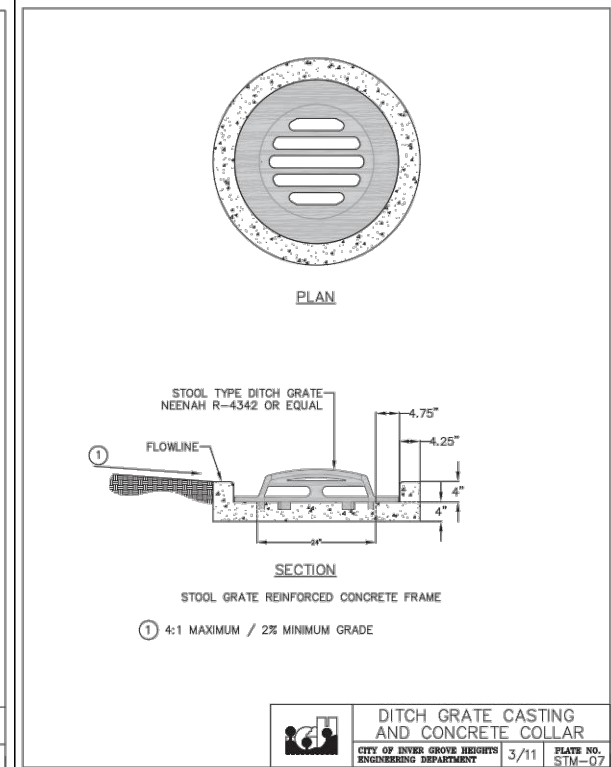
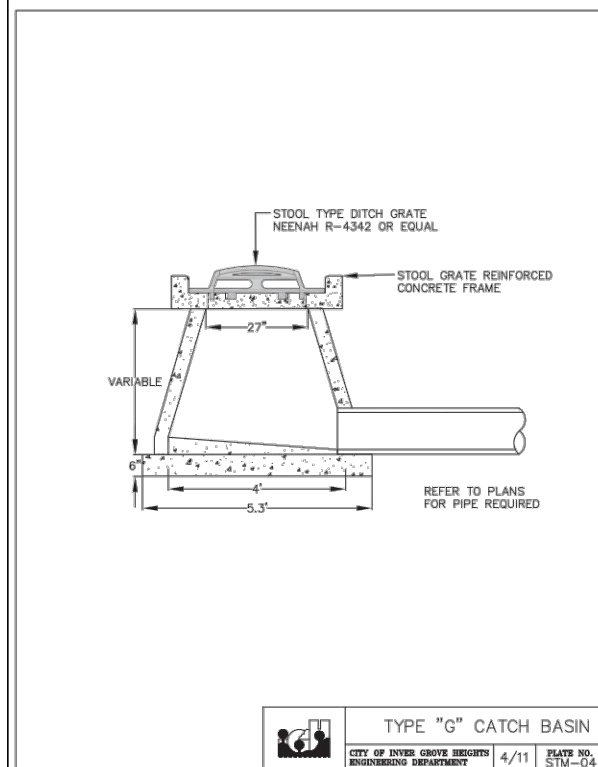
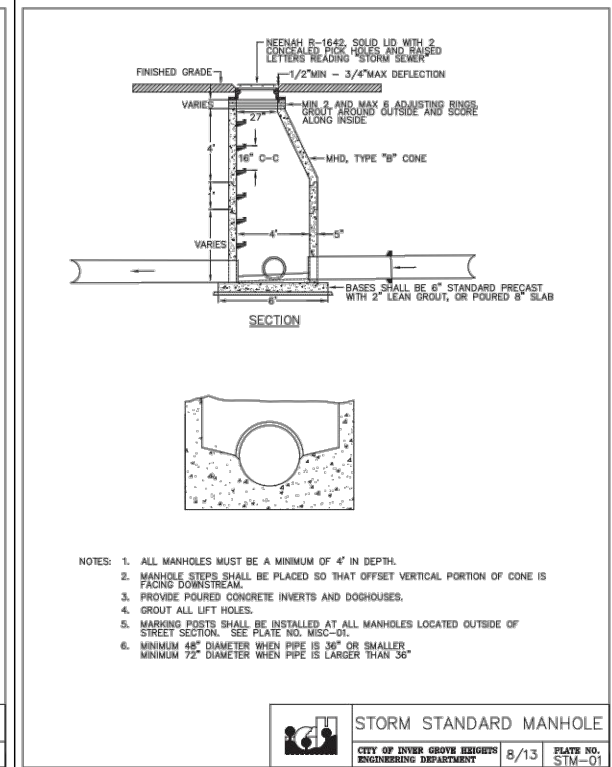
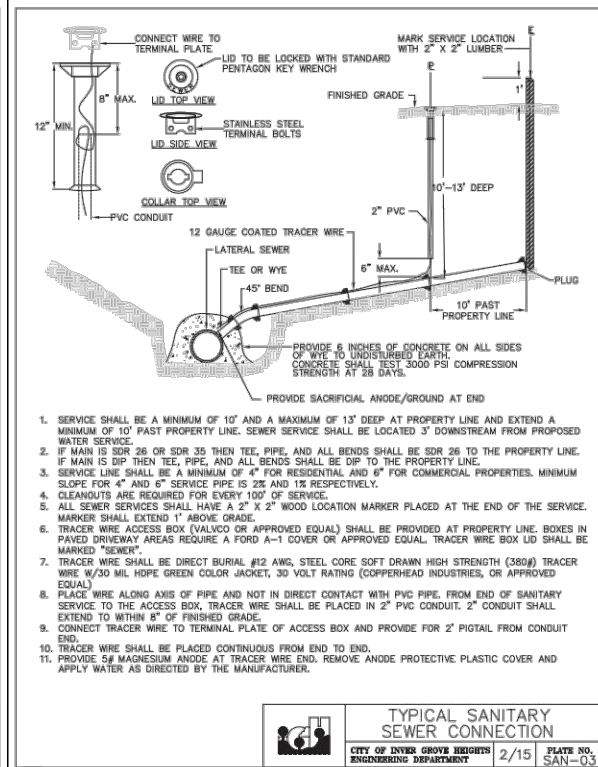
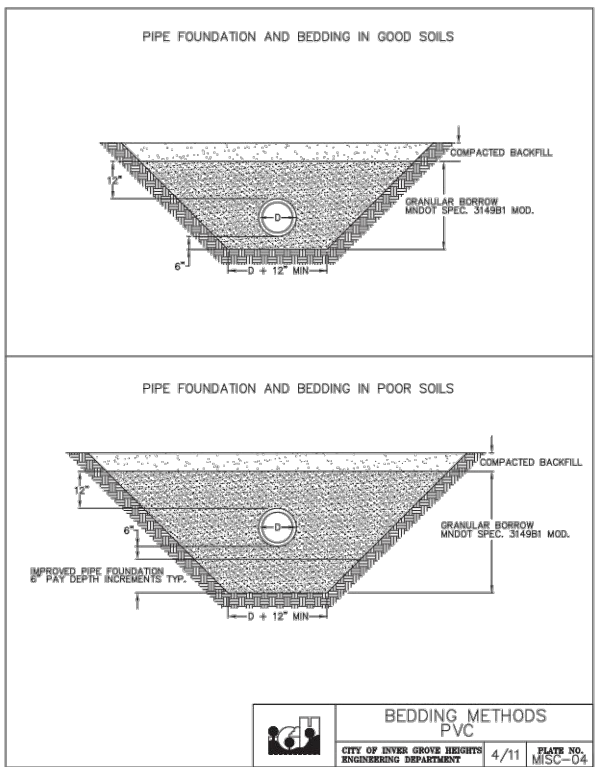
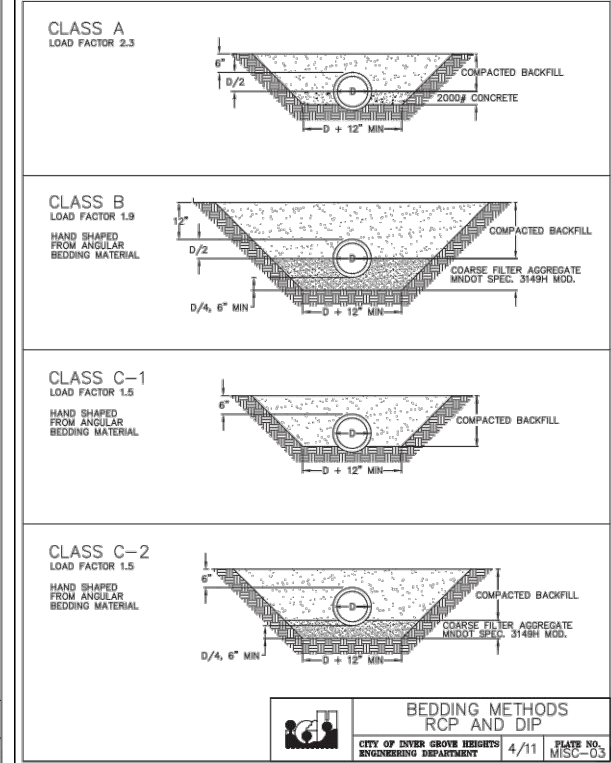
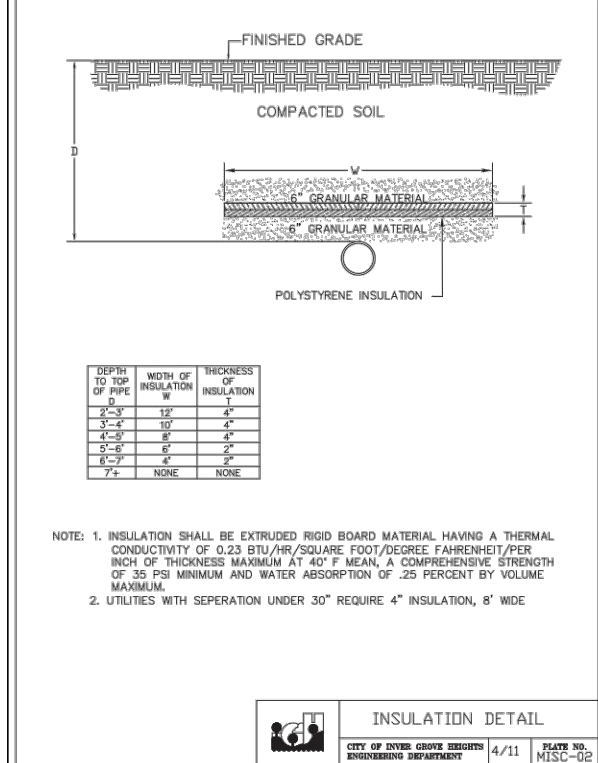
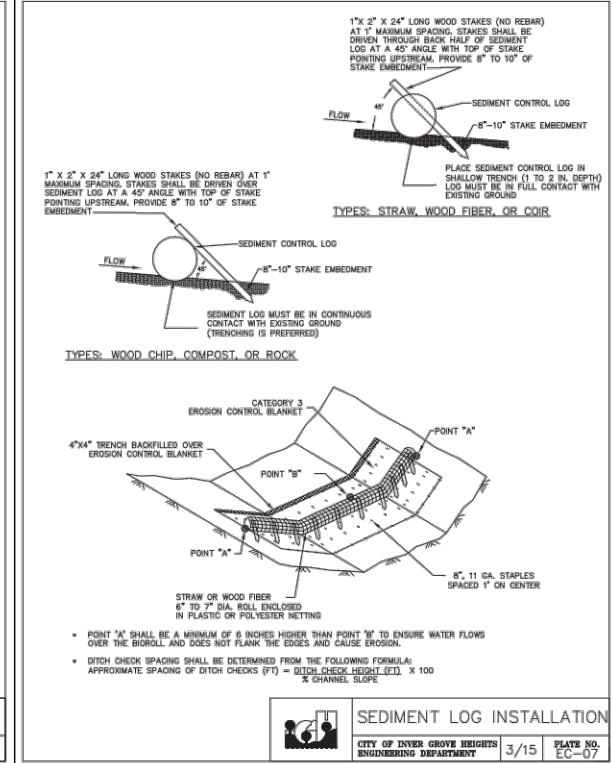
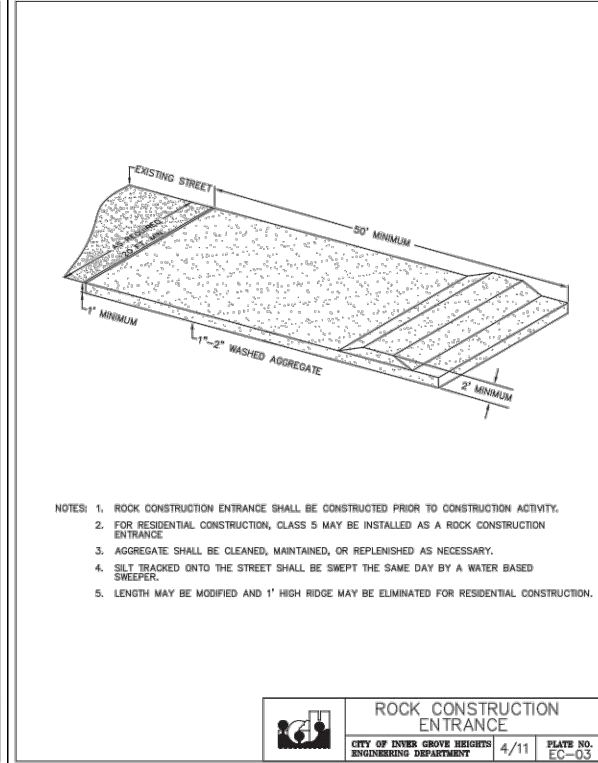
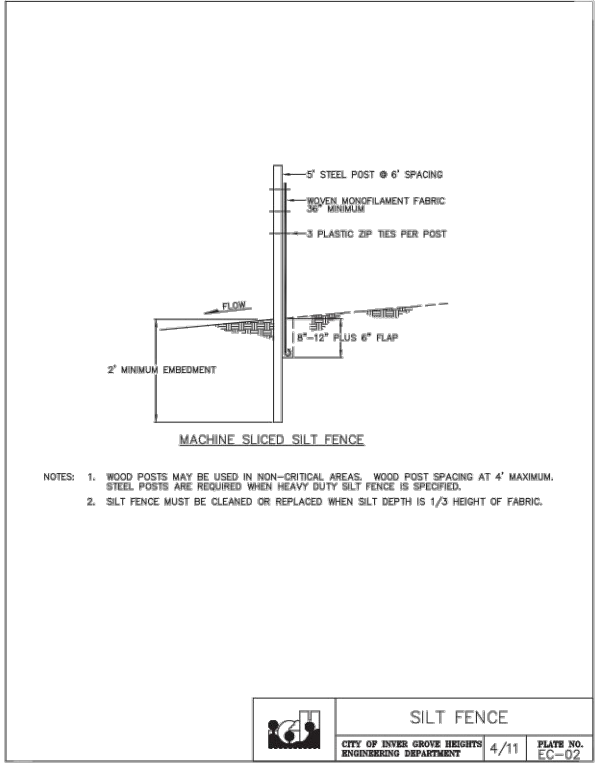




PAVEMENT TYPICAL
NOT TO SCALE



- TURN LANE CONSTRUCTION NOTES:**
- MAINTAIN ACCESS TO DRIVEWAYS AT ALL TIMES, OTHER THAN AN AGREED UPON CLOSURE WITH THE OWNER
 - A PERMIT IS REQUIRED FROM DAKOTA COUNTY FOR THE TURN LANE ALONG 80TH ST E / COUNTY ROAD 28. THE CONTRACTOR IS TO ADHERE TO THE PERMITS REQUIREMENTS.
 - TRAFFIC CONTROL SHALL MEET GUIDANCE INDICATED IN THE MnMUTCD.



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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

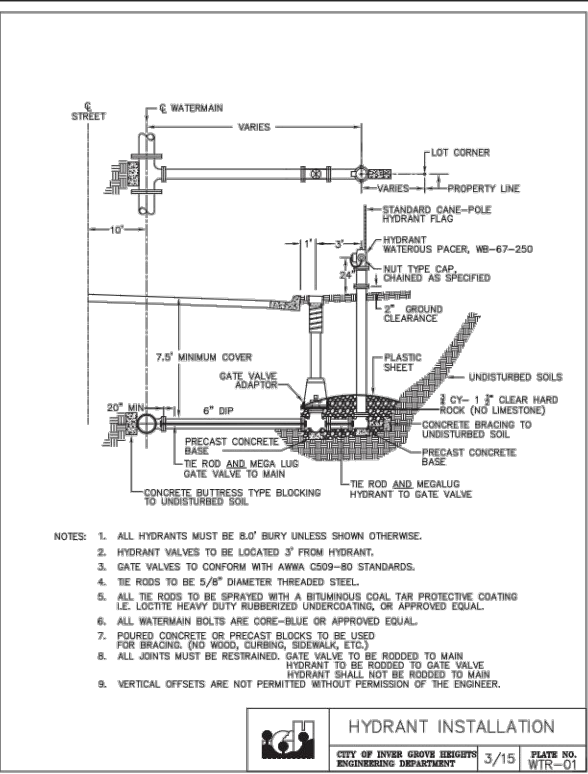
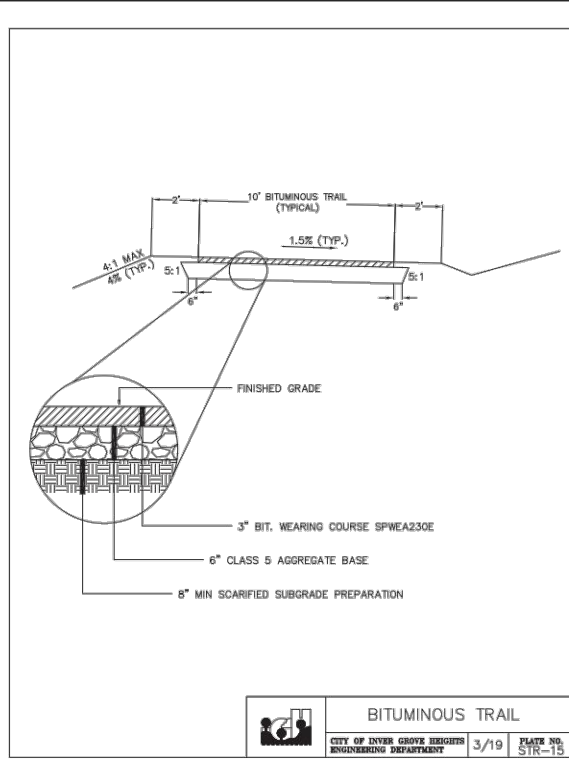
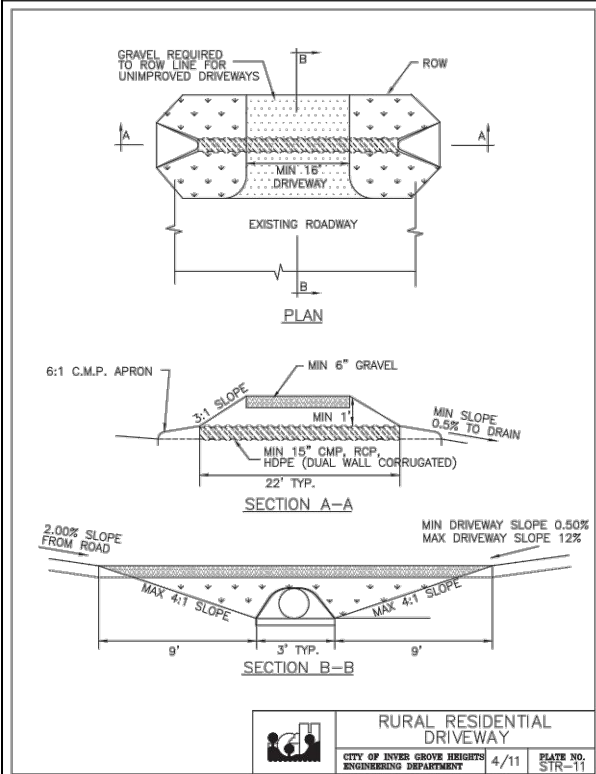
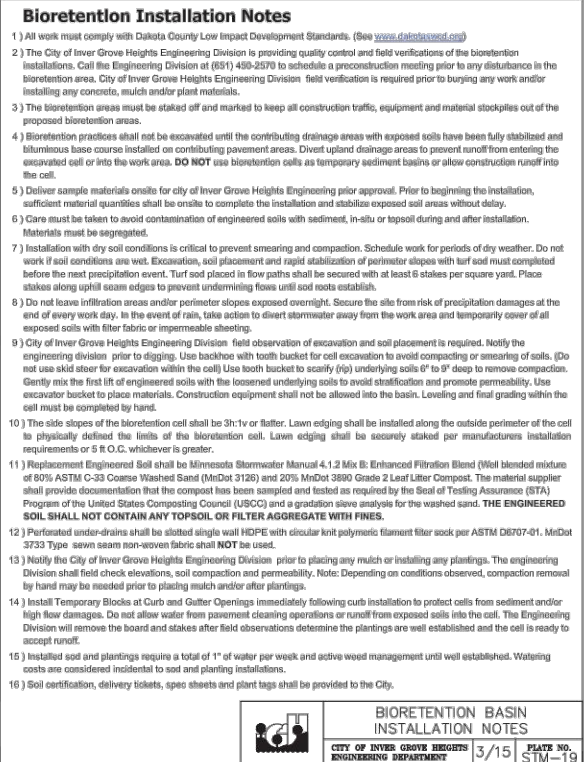
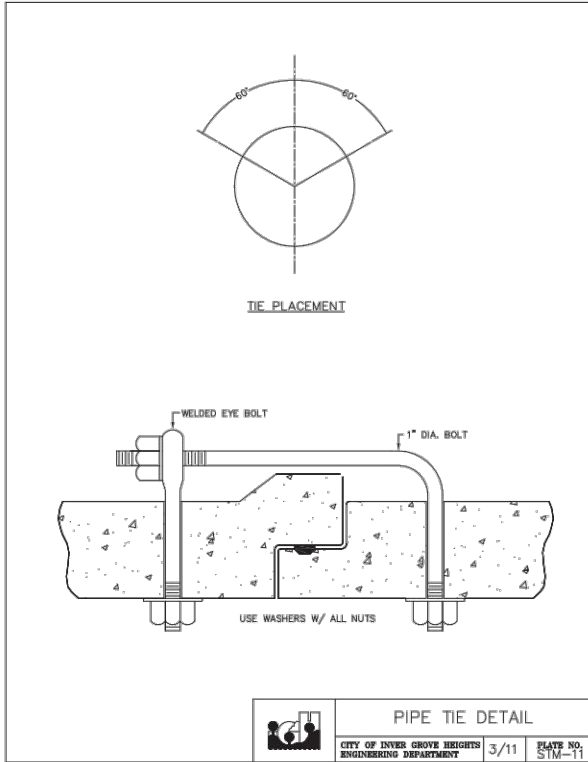
G³
G-Cubed
14070 Hwy 52 S.E.
Chattfield, MN 55923

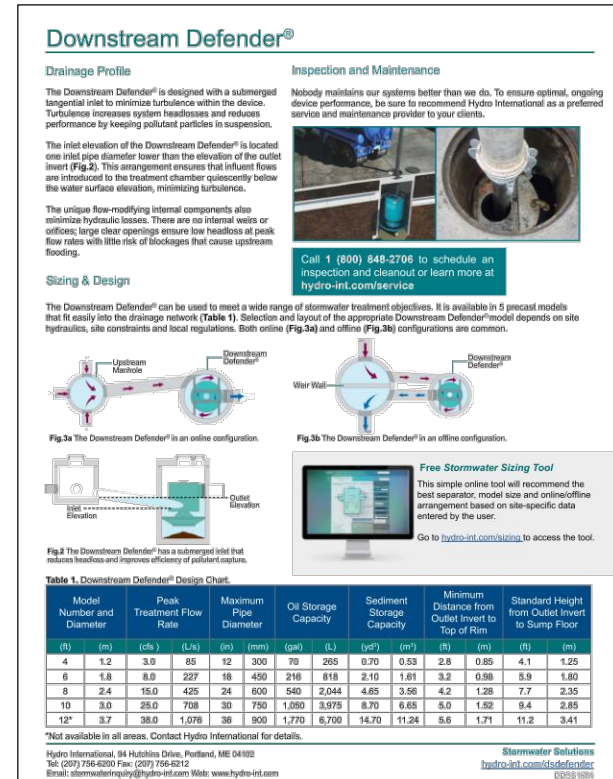
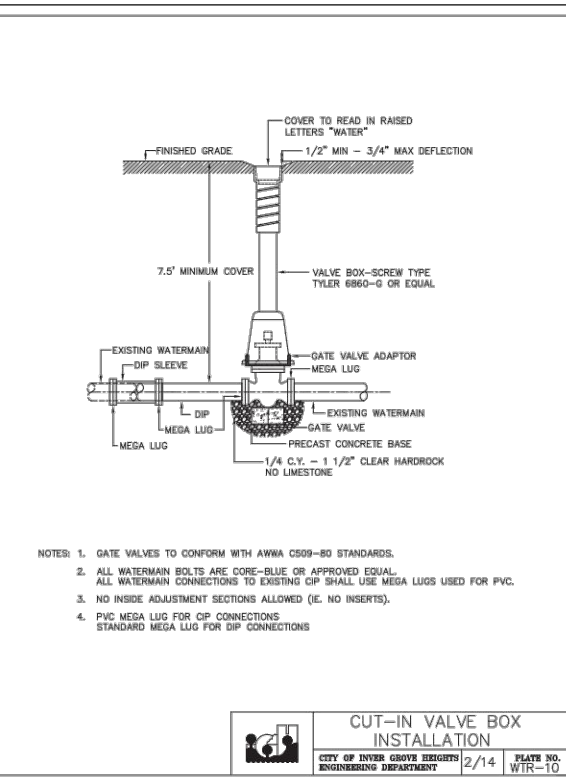
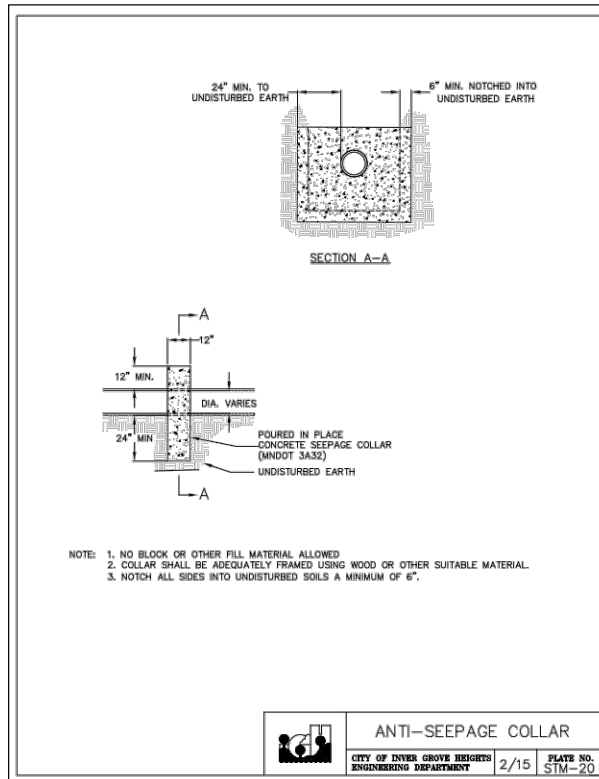
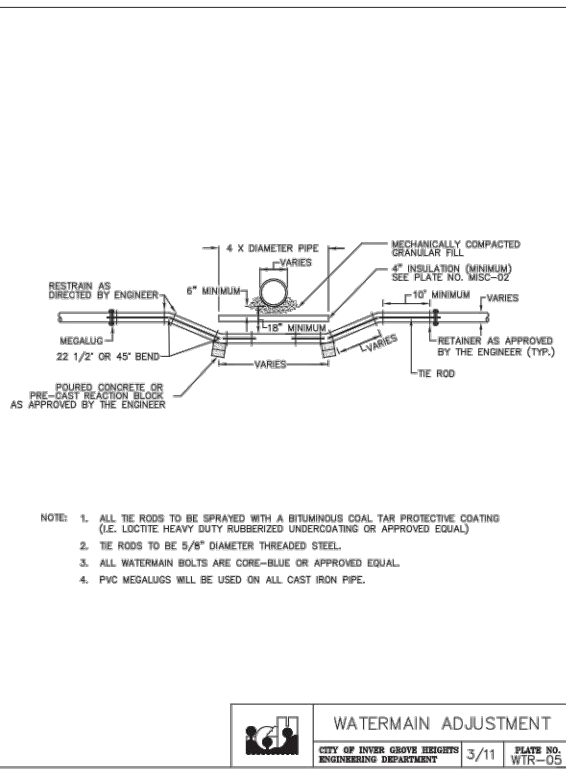
ENGINEERING
SURVEYING
PLANNING
Ph. 507-867-1666
Fax 507-867-1665
www.ggg.io

DESIGNED MRW
DRAWN ADB
CHECKED MRW

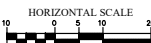
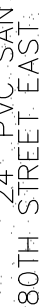
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RESUBMITTAL ADB 8/24/2020
RESUBMITTAL ADB 9/11/2020
RESUBMITTAL ADB 10/7/2020
RESUBMITTAL ADB 10/16/2020

CITY OF INVER GROVE HEIGHTS-DAKOTA COUNTY
THE CROSSINGS AT INVER WOODS
STANDARD PLATES
SHEET 8
OF 14 SHEETS



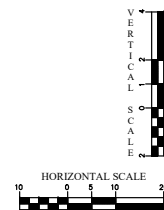
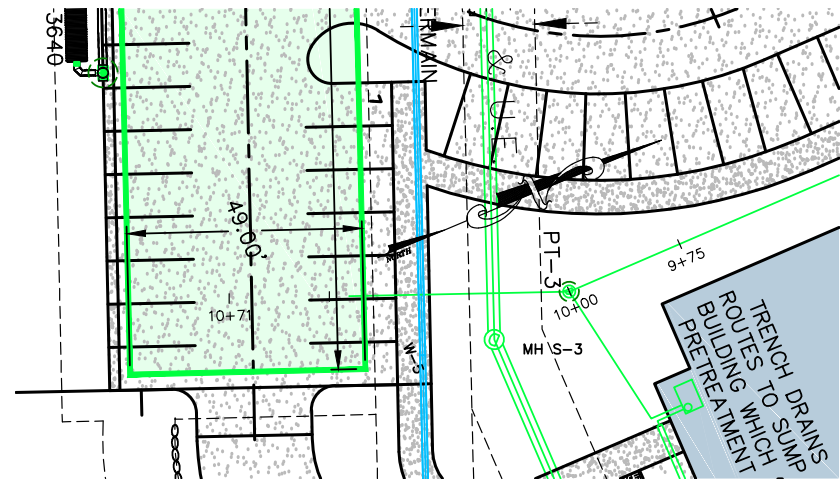
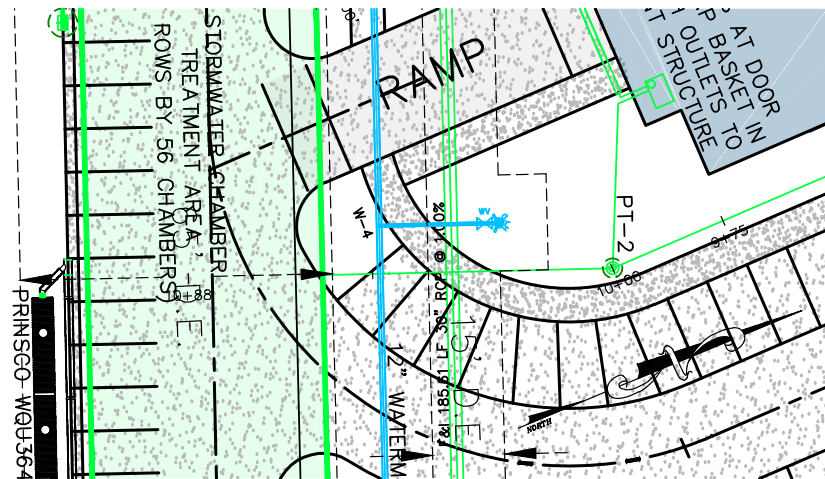
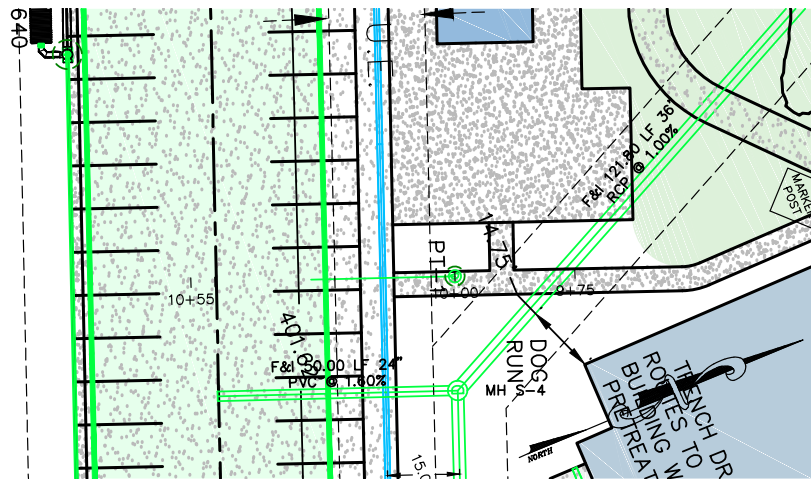


**BEFORE DIGGING CALL GOPHER
STATE ONE CALL FOR LOCATIONS.
DIAL - 1-800-252-1166
REQUIRED BY LAW**

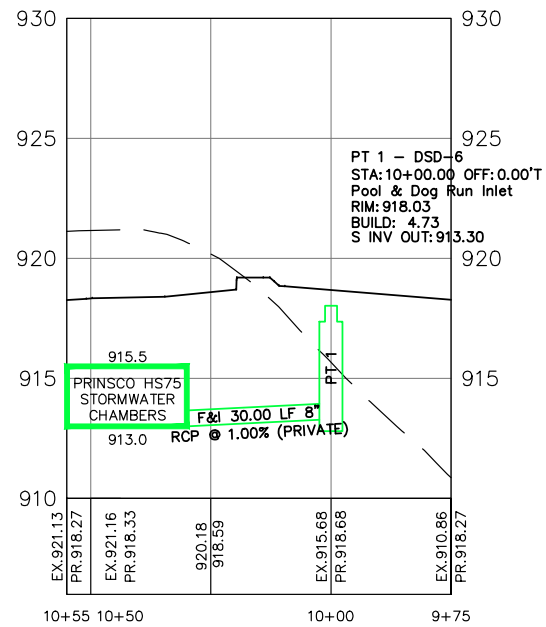


SHEET 11
OF 14 SHEETS

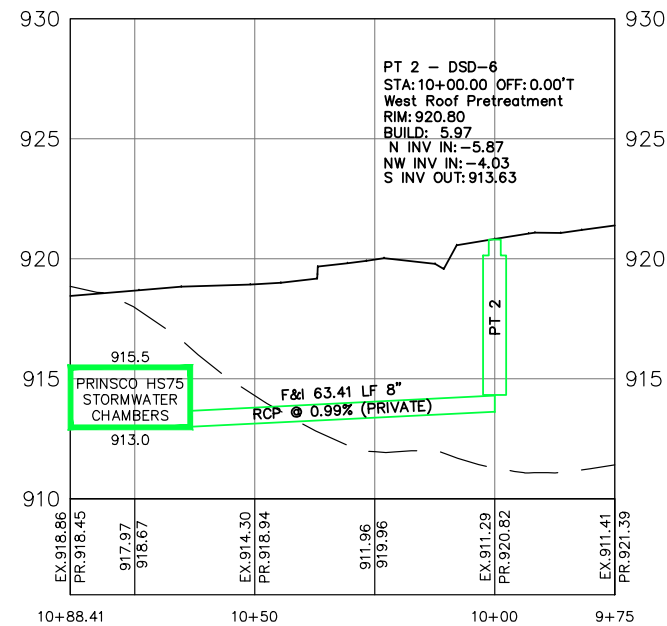
WARNING
BEFORE DIGGING CALL GOPHER
STATE ONE CALL FOR LOCATIONS.
DIAL - 1-800-252-1166
REQUIRED BY LAW



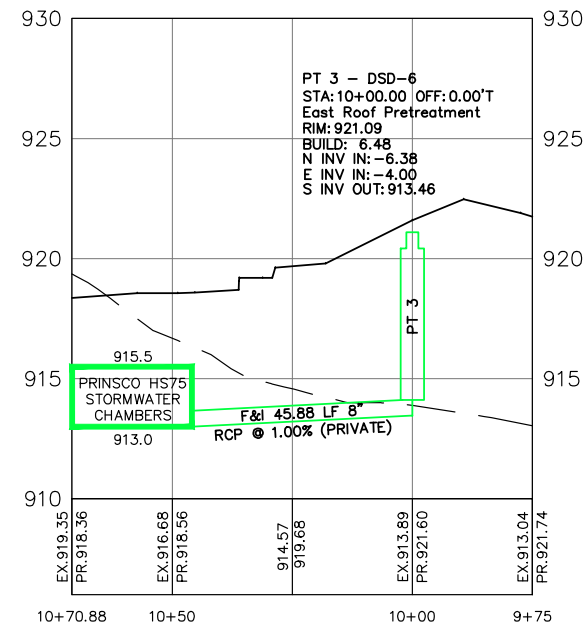
Pool & Dog Run Inlet
Align: Pool & Dog Run Inlet



West Roof Pretreatment
Align: West Roof Pretreatment



East Roof Pretreatment
Align: East Roof Pretreatment



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

REVISED	BY	DATE
PRELIMINARY	ADB	8/3/2020
RESUBMITTAL	ADB	8/24/2020
RESUBMITTAL	ADB	9/11/2020
RESUBMITTAL	ADB	10/7/2020
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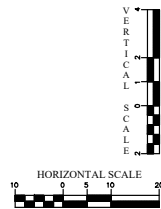
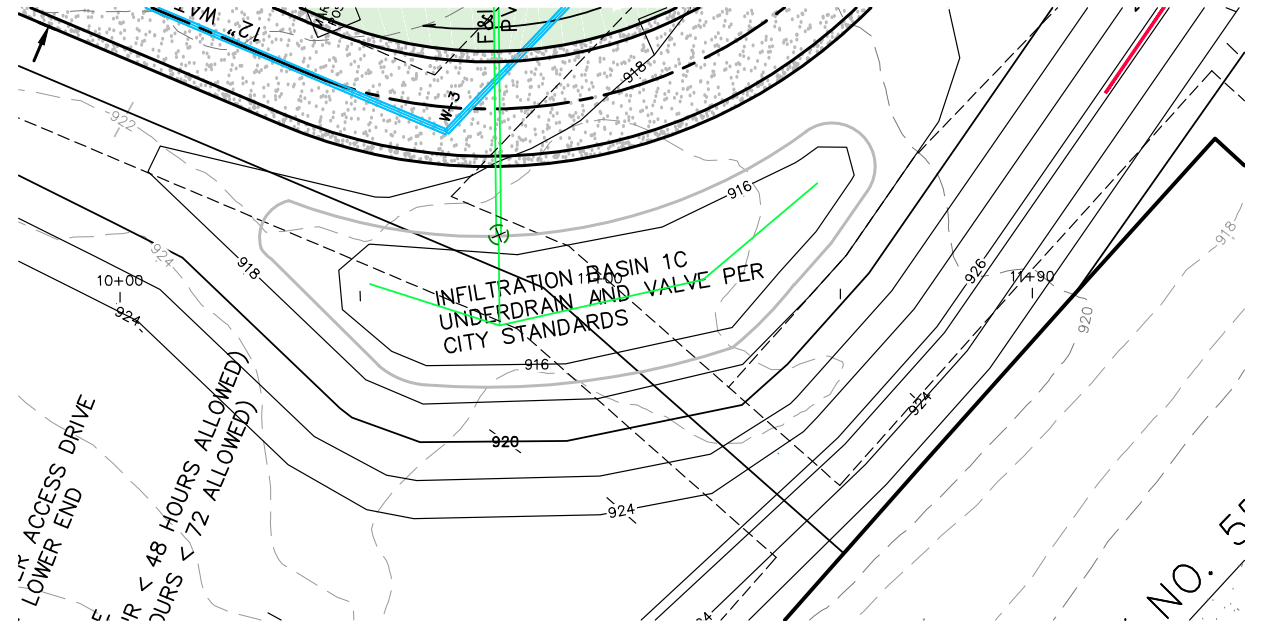
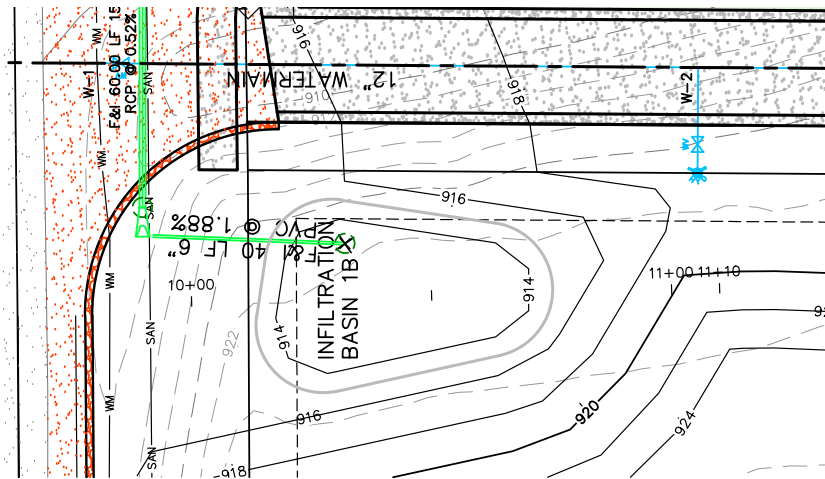
CITY OF INVER GROVE
HEIGHTS-DAKOTA COUNTY

BENCHMARK:

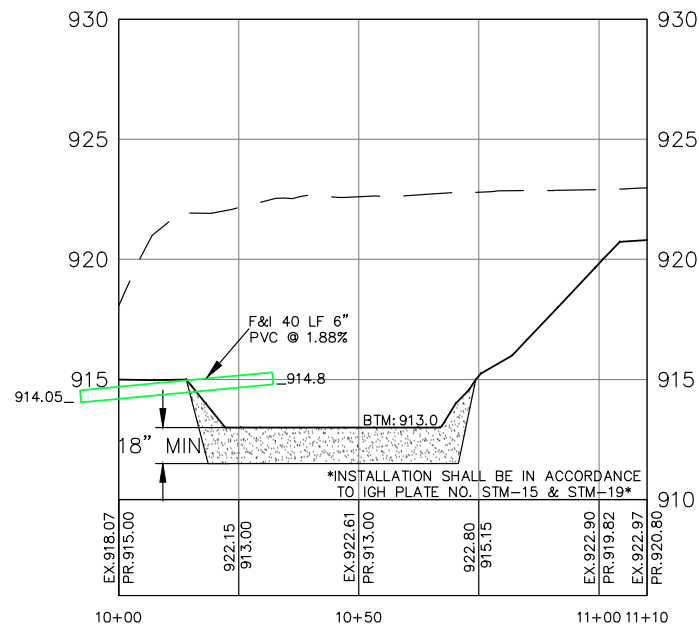
THE CROSSINGS AT INVER WOODS
PLAN & PROFILE OFFSTREET STORM

SHEET 13
OF 14 SHEETS

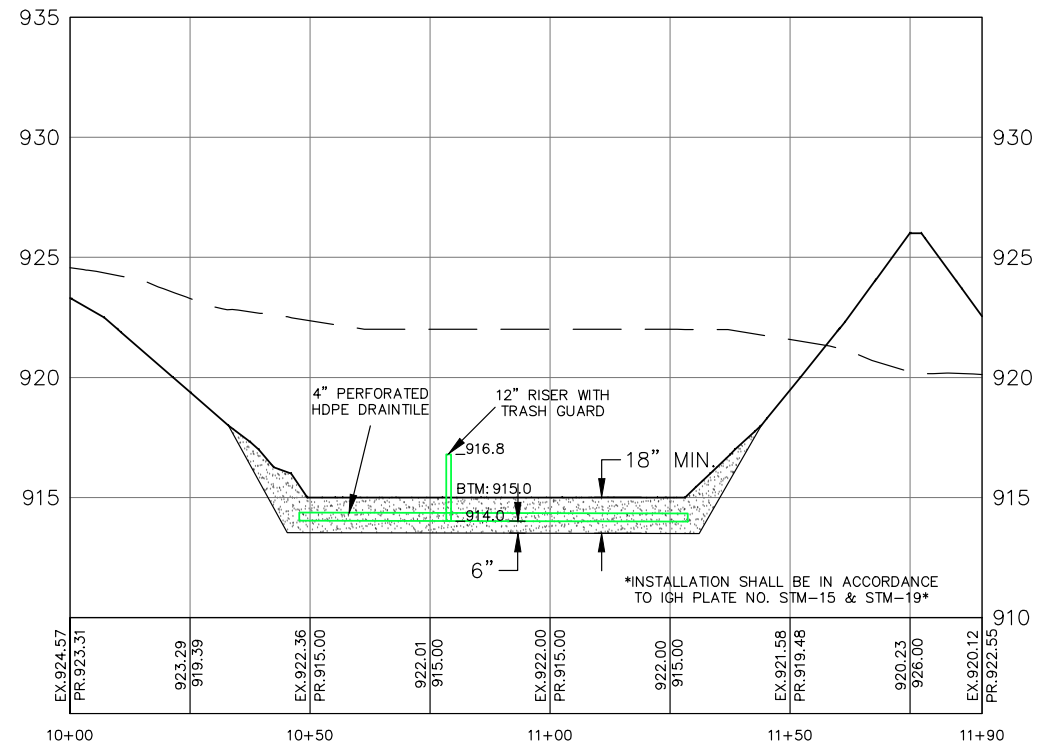
WARNING
BEFORE DIGGING CALL GOPHER
STATE ONE CALL FOR LOCATIONS.
DIAL - 1-800-252-1166
REQUIRED BY LAW



Infiltration Basin 1B
Align: Infiltration Basin 1B



Infiltration Basin 1C
Align: Infiltration Basin 1C



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MARINE ON ST CROIX, MN 55047
FILE NO.: 20-116 BASE

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DESIGNED MRW
DRAWN ADB
CHECKED MRW

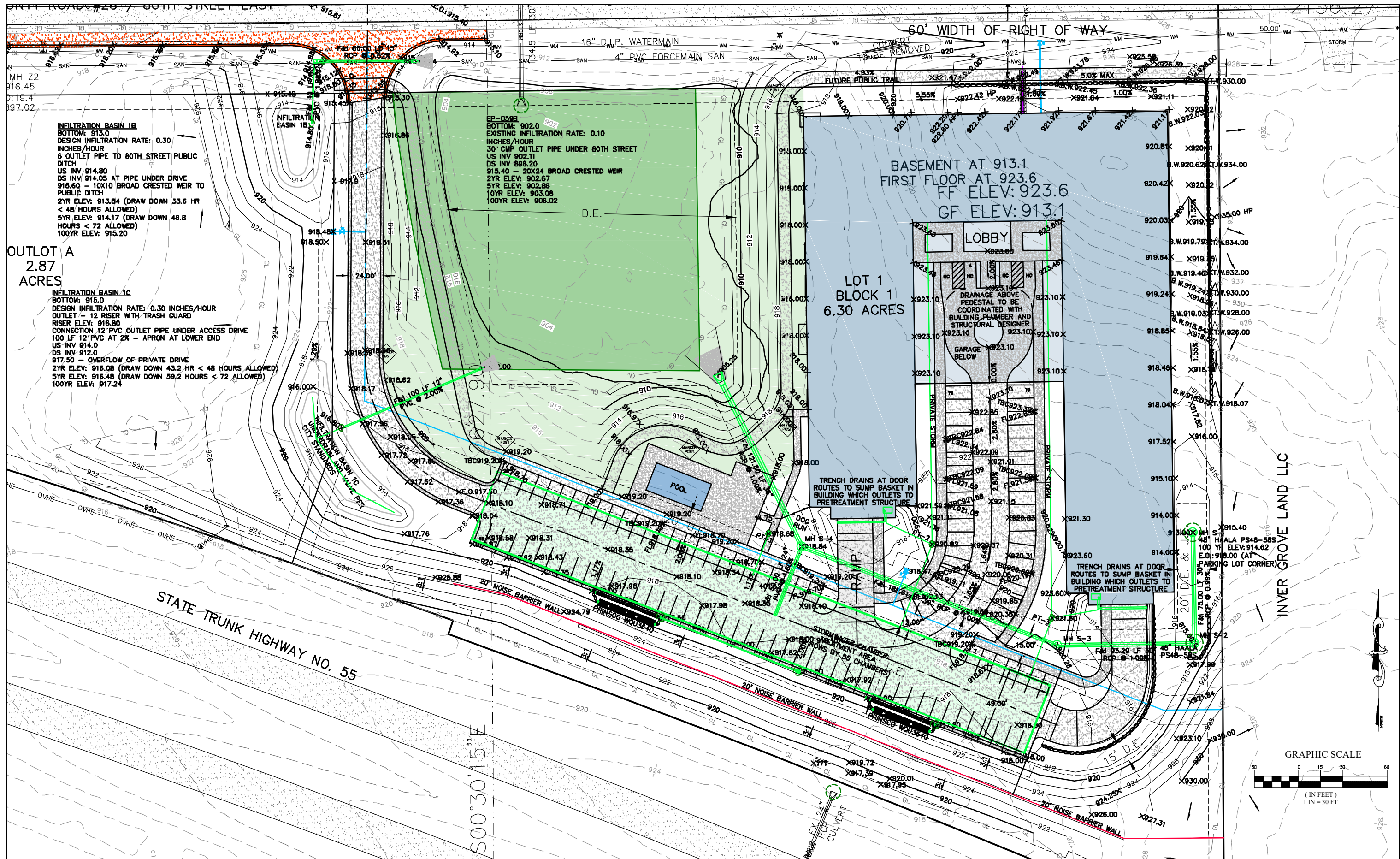
REVISED	BY	DATE
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RESUBMITTAL	ADB	8/24/2020
RESUBMITTAL	ADB	9/11/2020
RESUBMITTAL	ADB	10/7/2020
RESUBMITTAL	ADB	10/16/2020

CITY OF INVER GROVE
HEIGHTS-DAKOTA COUNTY

BENCHMARK:

THE CROSSINGS AT INVER WOODS
PLAN & PROFILE INFILTRATION BASINS

SHEET 14
OF 14 SHEETS



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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

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

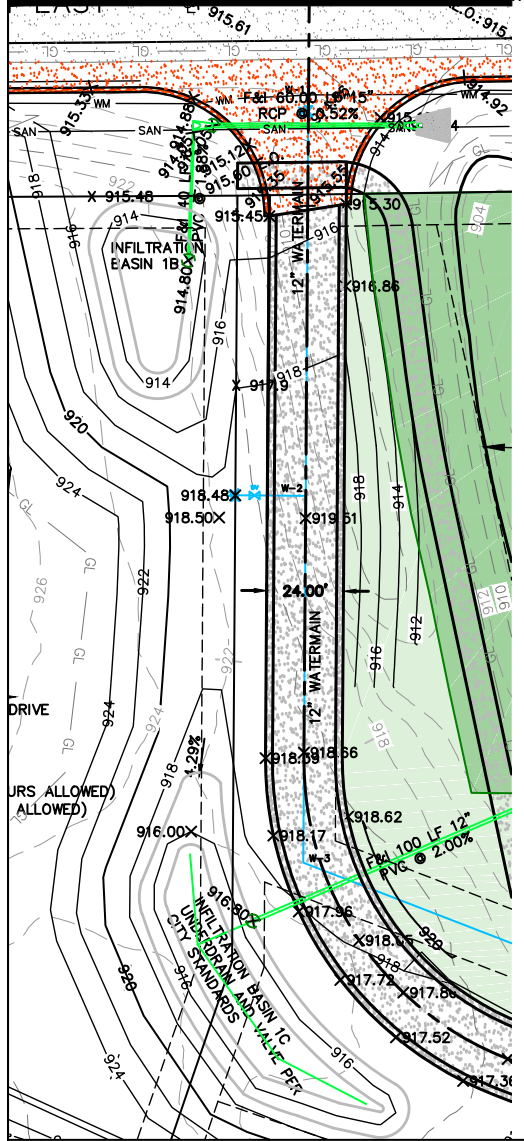
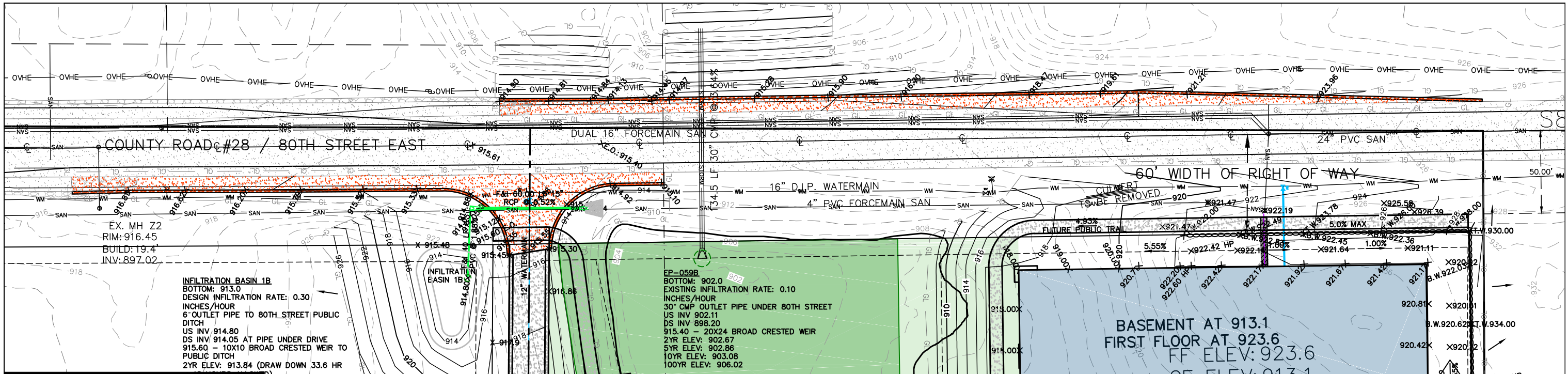
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Ph: 507-867-1666
Fax: 507-867-1665
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DESIGNED MRW
DRAWN ADB
CHECKED MRW

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



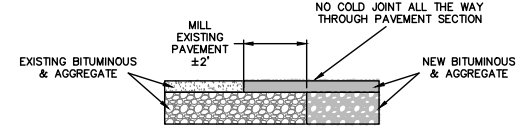
LEGEND

- 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
- WATER SERVICE
- DRAIN TILE / SUBDRAIN
- 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

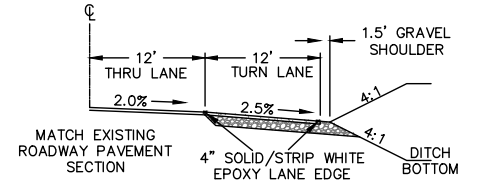
QUANTITIES
TOP VS TOP
CUT - 28,400 CY
FILL + 18,505 CY

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



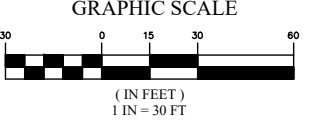
TURN LANE TYPICAL SECTION
NOT TO SCALE

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

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651.728.1188
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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

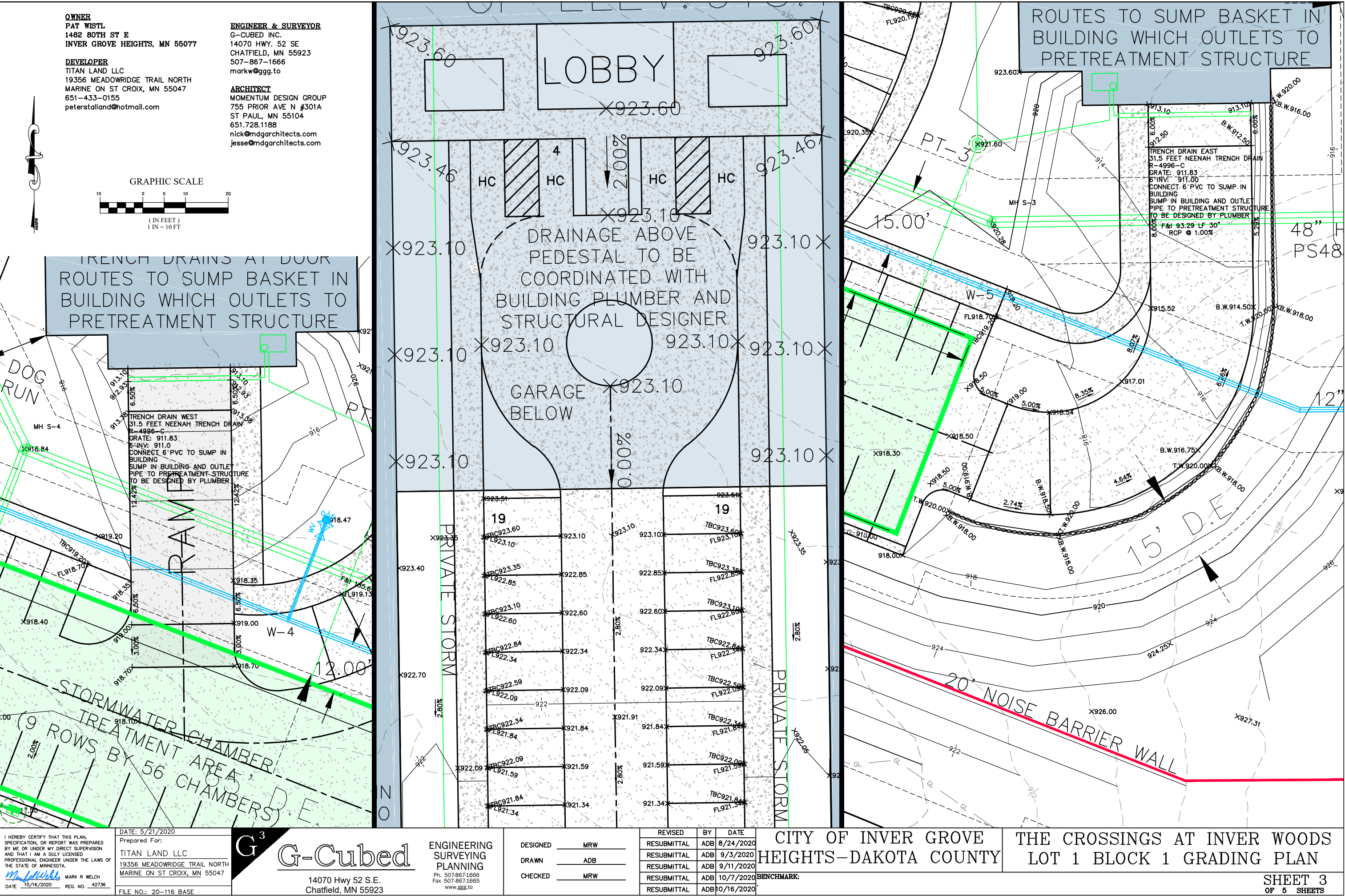
ENGINEERING
SURVEYING
PLANNING
Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to

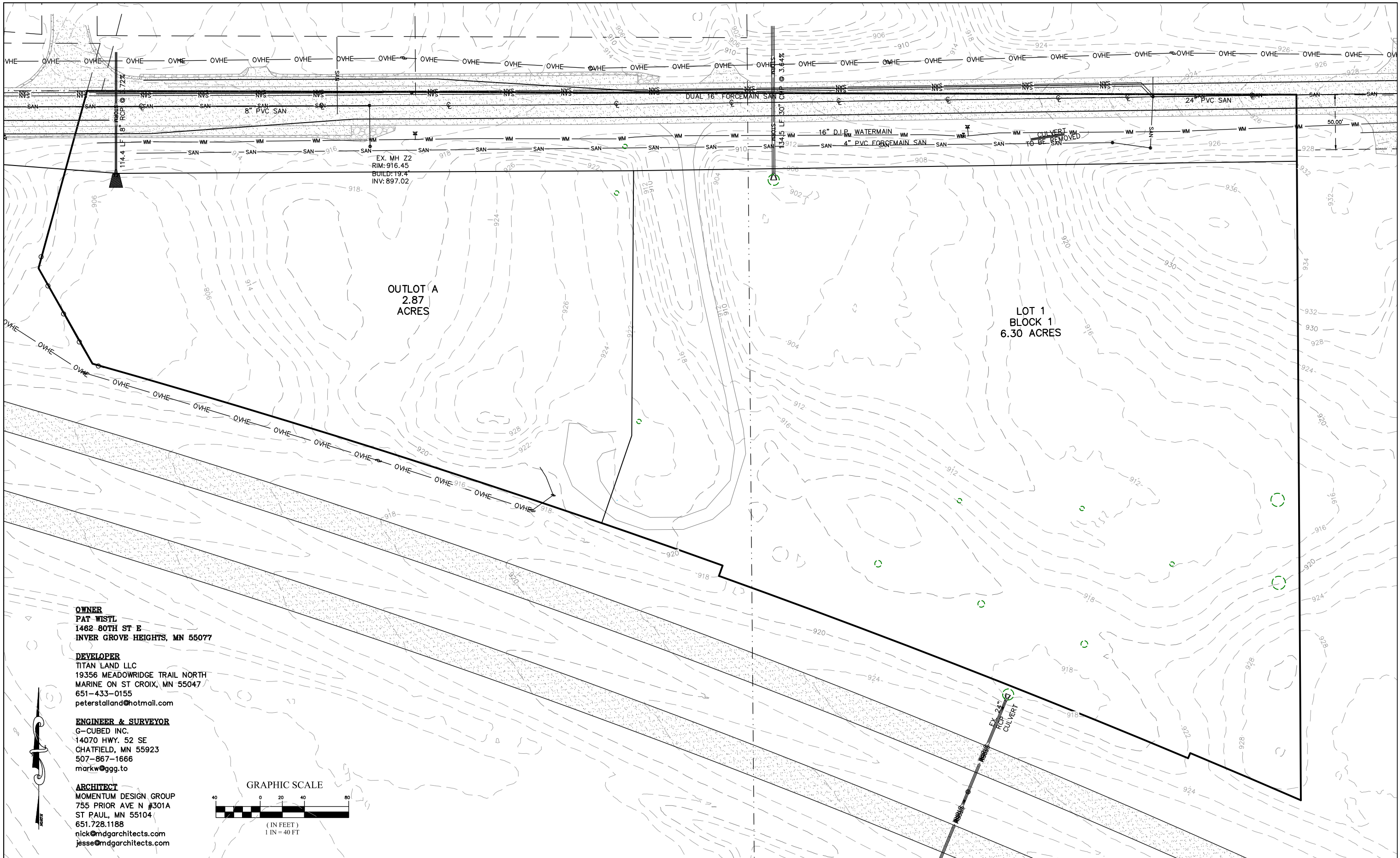
DESIGNED MRW
DRAWN ADB
CHECKED MRW

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



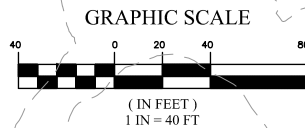


OWNER
PAT WISTL
1462 80TH ST E
INVER GROVE HEIGHTS, MN 55077

DEVELOPER
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19356 MEADOWRIDGE TRAIL NORTH
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nick@mdgarchitects.com
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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
Geoffrey G. Griffin
DATE 10/16/2020 REG. NO. 21940

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

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DESIGNED MRW
DRAWN ADB
CHECKED MRW

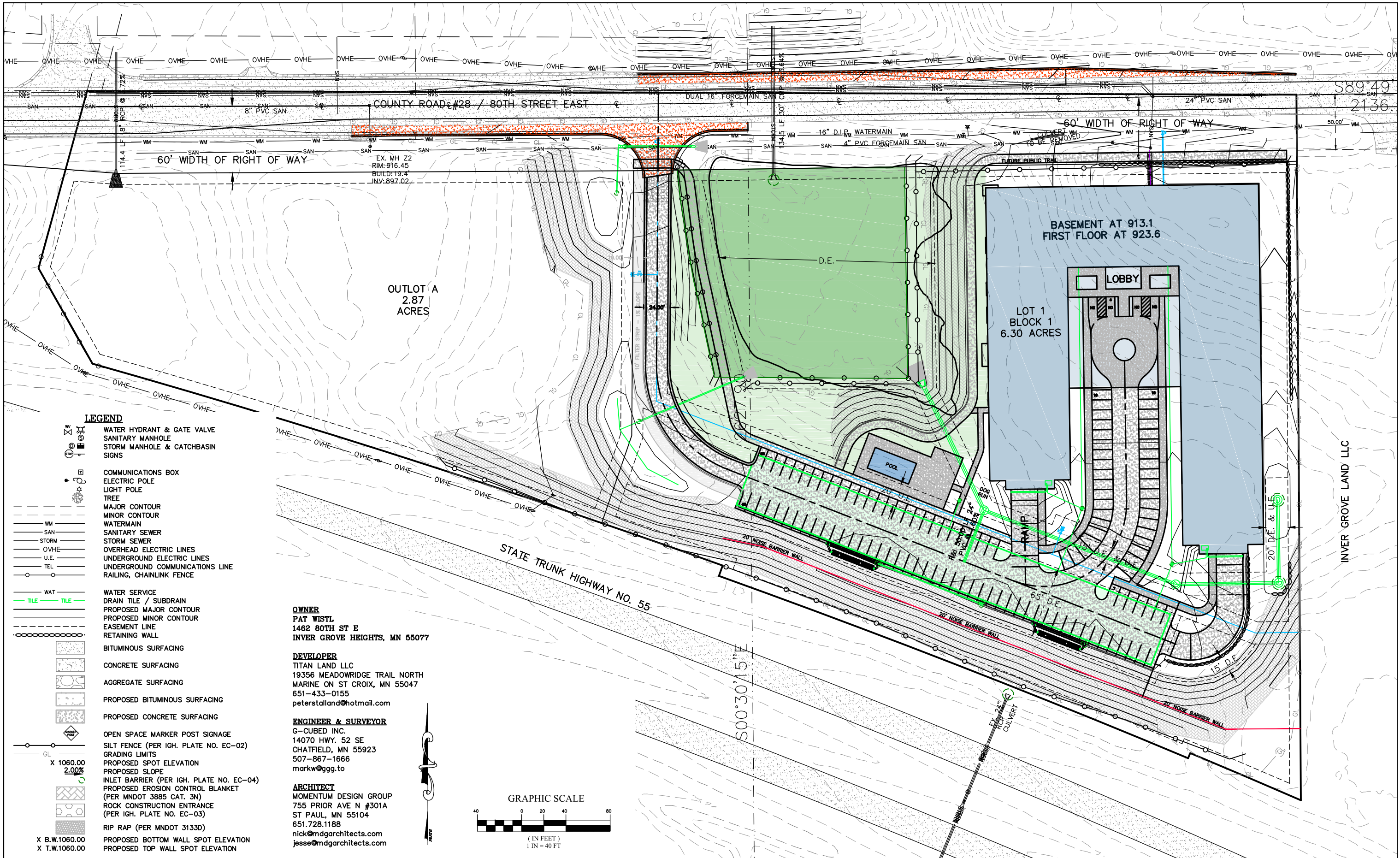
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RESUBMITTAL	ADB	8/24/2020
RESUBMITTAL	ADB	9/3/2020
RESUBMITTAL	ADB	9/11/2020
RESUBMITTAL	ADB	10/7/2020
RESUBMITTAL	ADB	10/16/2020

CITY OF INVER GROVE
HEIGHTS-DAKOTA COUNTY

BENCHMARK:

THE CROSSINGS AT INVER WOODS
EXISTING TOPOGRAPHY

SHEET 4
OF 5 SHEETS



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

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

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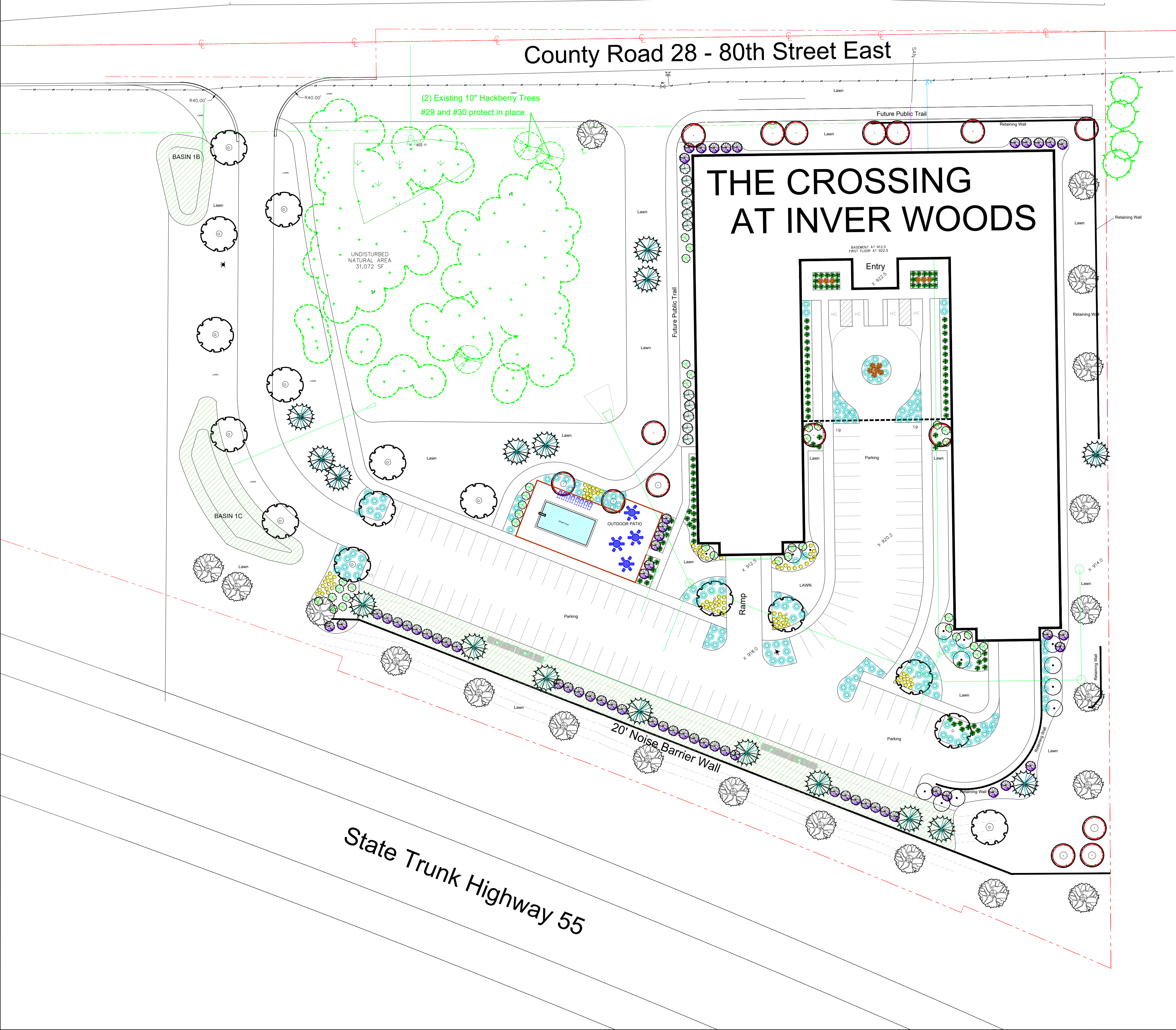
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DESIGNED: MRW
DRAWN: ADB
CHECKED: MRW

REVISED	BY	DATE
RESUBMITTAL	ADB	8/24/2020
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RESUBMITTAL	ADB	10/7/2020
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



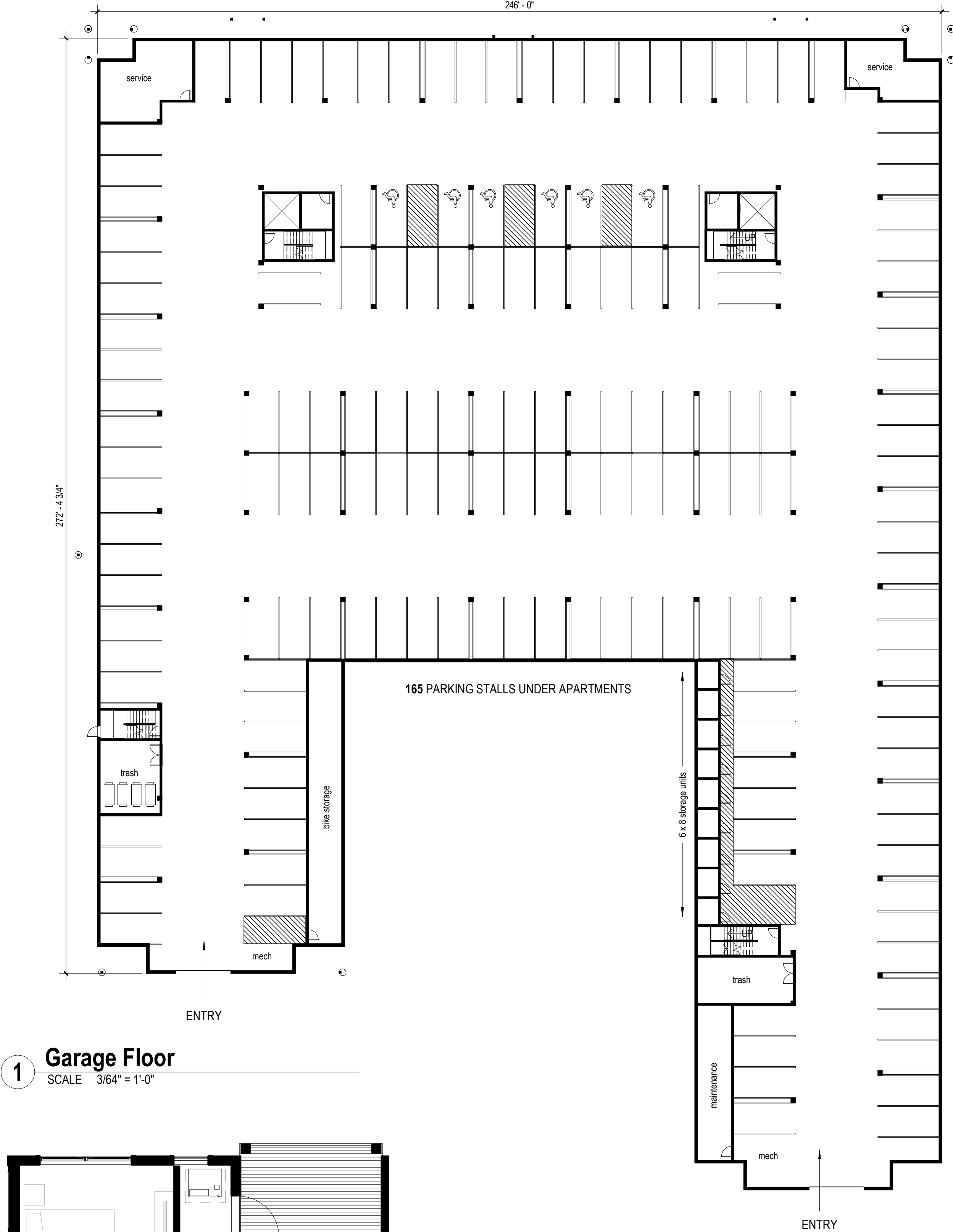
Material List

Symbol	Plant Name	Latin Name	Size	Number
	Existing Trees (Protect in place)	Hackberry		2
New Trees				
	Red Maple (Native Blvd Tree)	Acer rubrum 'Autumn Radiance'	2.5" Dia	16
	Crimson Spire Oak	Quercus robur x alba 'Crimschmidt'	2.5" Dia	19
	Matador Maple	Acer x freemanii 'Bailston'	2.5" Dia	15
	Black Hills Spruce (Native Conifer Tree)	Picea glauca densata	10' tall	17
Total number of Evergreen and Overstory Trees				67
	Japanese Lilac (Ornamental Tree)	Syringa reticulata 'Ivory Silk' clump	2" Dia	13
Total number of Ornamental Trees				13
New Shrubs				
	Broadmoor Juniper (Evergreen Shrub)	Juniperus sabina 'Broadmoor'	#5	119
	Viburnum 'Blue Muffin'	Physocarpus opulifolius 'Monio'	#5	59
	Bridal Weath Spirea (Decid. Shrub)	Spirea x vanhouttei 'Renaissance'	#5	11
	Hydrangea Quickfire	Hydrangea paniculata 'Bulk'	#5	39
	Spirea Golden (Decid Shrub)	Spirea x 'Goldmound'	#5	83
Total number of Shrubs				311
	Grass- Fountain Grass	Miscanthus sinensis 'Purpurescens'	#1	12
	Grass - Eldorado Feather Reed Grass	Calamagrostis acutiflora 'Eldorado'	#1	74
4" average depth supplemental topsoil over all planting areas (utilize existing on site)				
1 1/2" Buff Limestone Landscape Rock (sub-fabric around plants/poly where no plants)				
Dark Brown Cocco Wood Mulch (4' tree circle each tree in lawn)				
Vinyl Edging around all landscape beds (none around trees in lawn)				
Sod Lawn Areas				55,500 Sq. Feet
Seeded Lawn Areas			JRK Contractor Seed mix 7lb/1000	w/Straw B. 80,000 Sq. Feet
			4 Fescue Low Grow grass seed JRK Honeybee Mix w/ Clover 6 lb/1000	w/Straw B. 11,600 Sq. Feet
Tree Mitgation Requirements Section 10-15-11 one tree per 50' site perimeter 2,400 If perimeter equals 48 trees and one tree per every 10 parking spaces, 165 spaces, equals 17 trees Required number of trees 65 trees 2 trees for each Ornamental tree 13 trees equal 6 overstory trees minus 6 trees 1 tree for each 6 shrubs 311 shrubs equal minus 51 trees Total number of trees required 8 trees Overstory Deciduous and Evergreen Trees per plan equals 67 trees Preserved (2) existing 10" Hackberry Trees (see Tree Preservation Plan) Mitigation for Trees Required 8 trees provided 67				

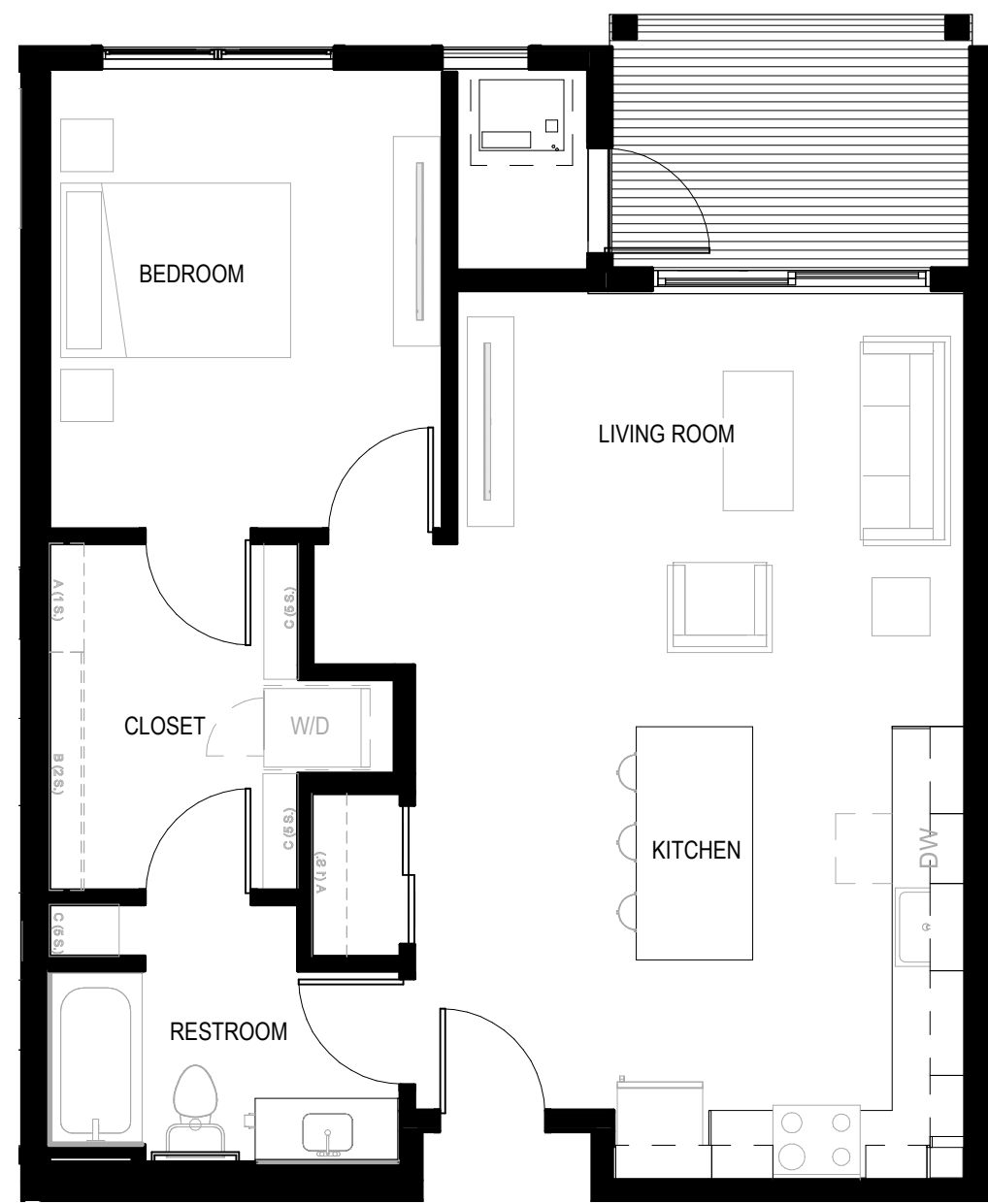
GRAPHIC SCALE

0 40 60 80 100 120 140 160 180 200

1"=40'



1 Garage Floor
SCALE 3/64" = 1'-0"



3 Typical Unit (1 Bedroom)
SCALE 3/16" = 1'-0"

APARTMENT AREA BY FLOOR		
-1 LEVEL		61639 SF
1 LEVEL		48765 SF
2 LEVEL		48383 SF
3 LEVEL		48385 SF
4 LEVEL		19033 SF
TOTAL		226205 SF

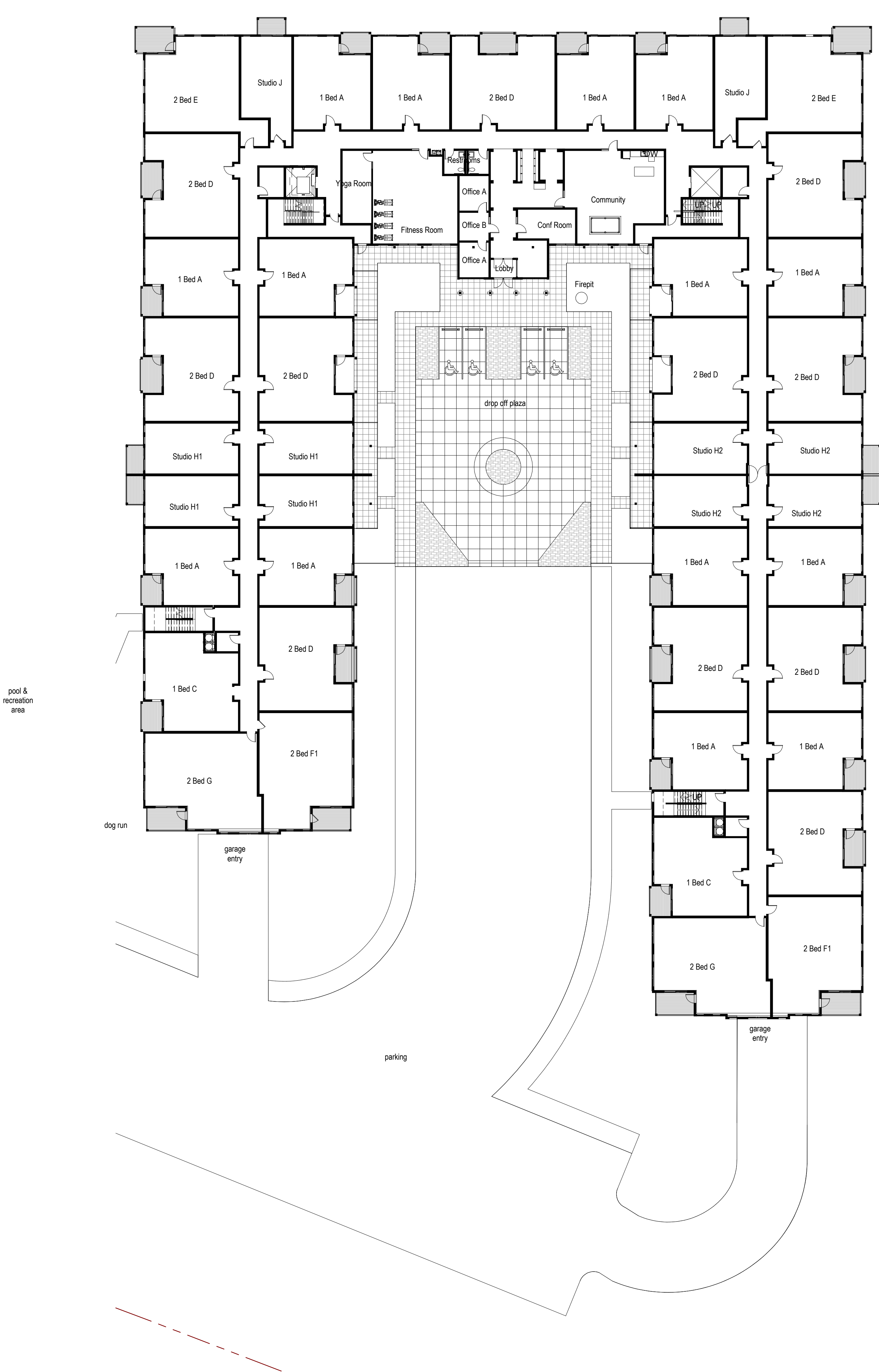
F.A.R. SITE AREA 420,124 SF		
Gross Area Excluding Garages	F.A.R.	
222116 SF	0.53	

PARKING	
Apartment Garage Stalls	165
TOTAL PARKING	165

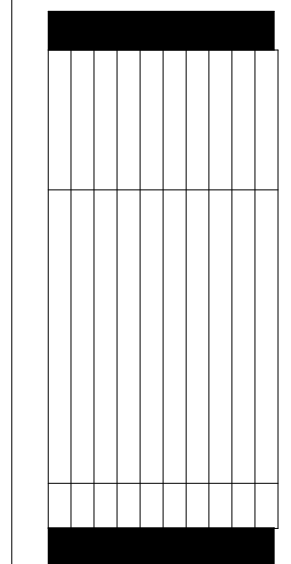
APARTMENT AREA BY USE			
Amenity	6138 SF	3.7%	
Circulation	18016 SF	10.9%	
Leasable Residential	134802 SF	81.9%	
Trash	506 SF	0.3%	
Utilities	1083 SF	0.7%	
Vertical Circulation	4022 SF	2.4%	
TOTAL (w/o GARAGE)	164566 SF	100.0%	

APARTMENT UNITS		
Count	Name	Area
54	1 Bed A	805 SF
4	1 Bed B	985 SF
6	1 Bed C	961 SF
36	2 Bed D	1089 SF
8	2 Bed E	1142 SF
4	2 Bed F1	1213 SF
2	2 Bed F2	1218 SF
6	2 Bed G	1246 SF
12	Studio H1	579 SF
12	Studio H2	577 SF
8	Studio J	583 SF

Total: 152



4 First Floor
SCALE 3/64" = 1'-0"

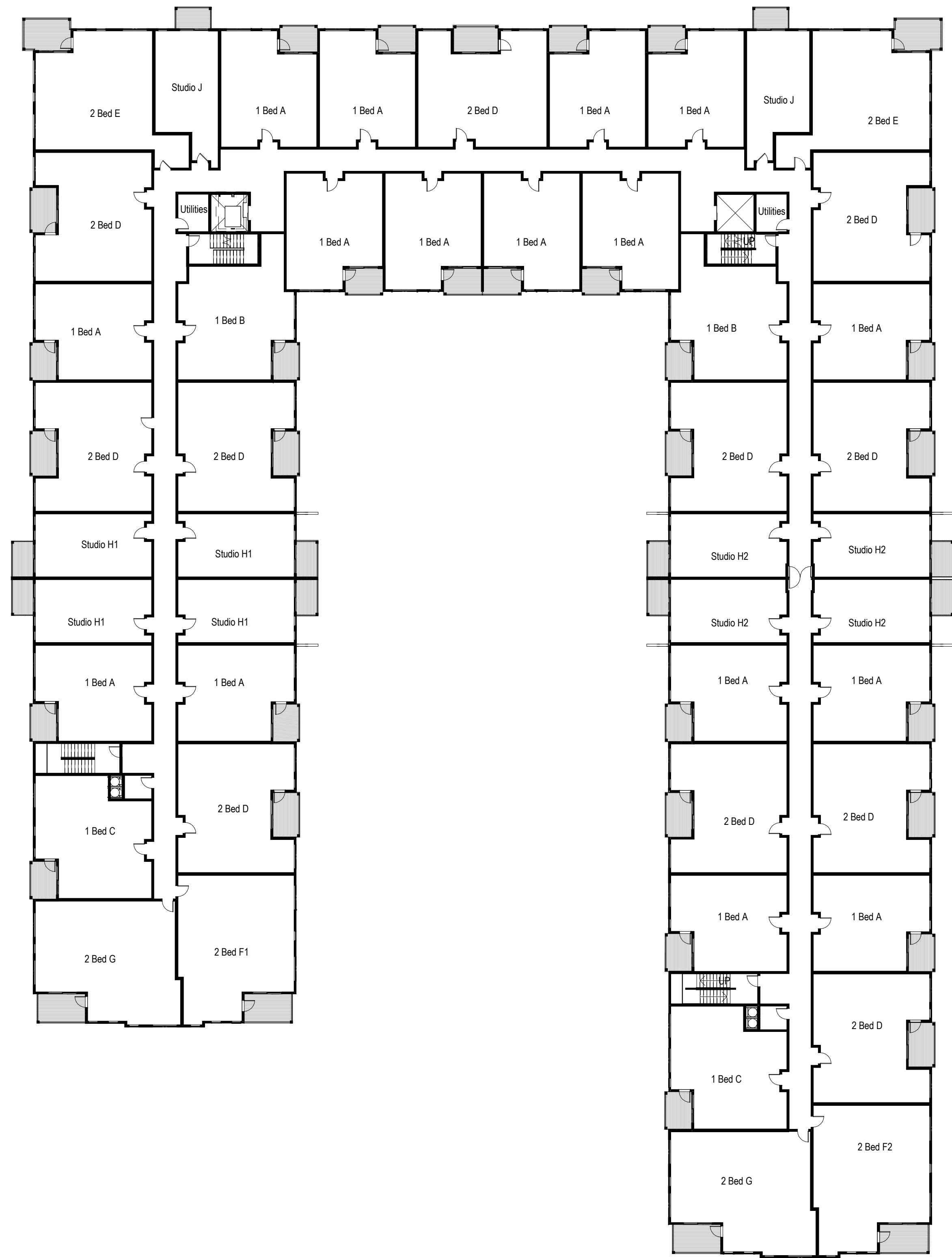


NOT FOR CONSTRUCTION

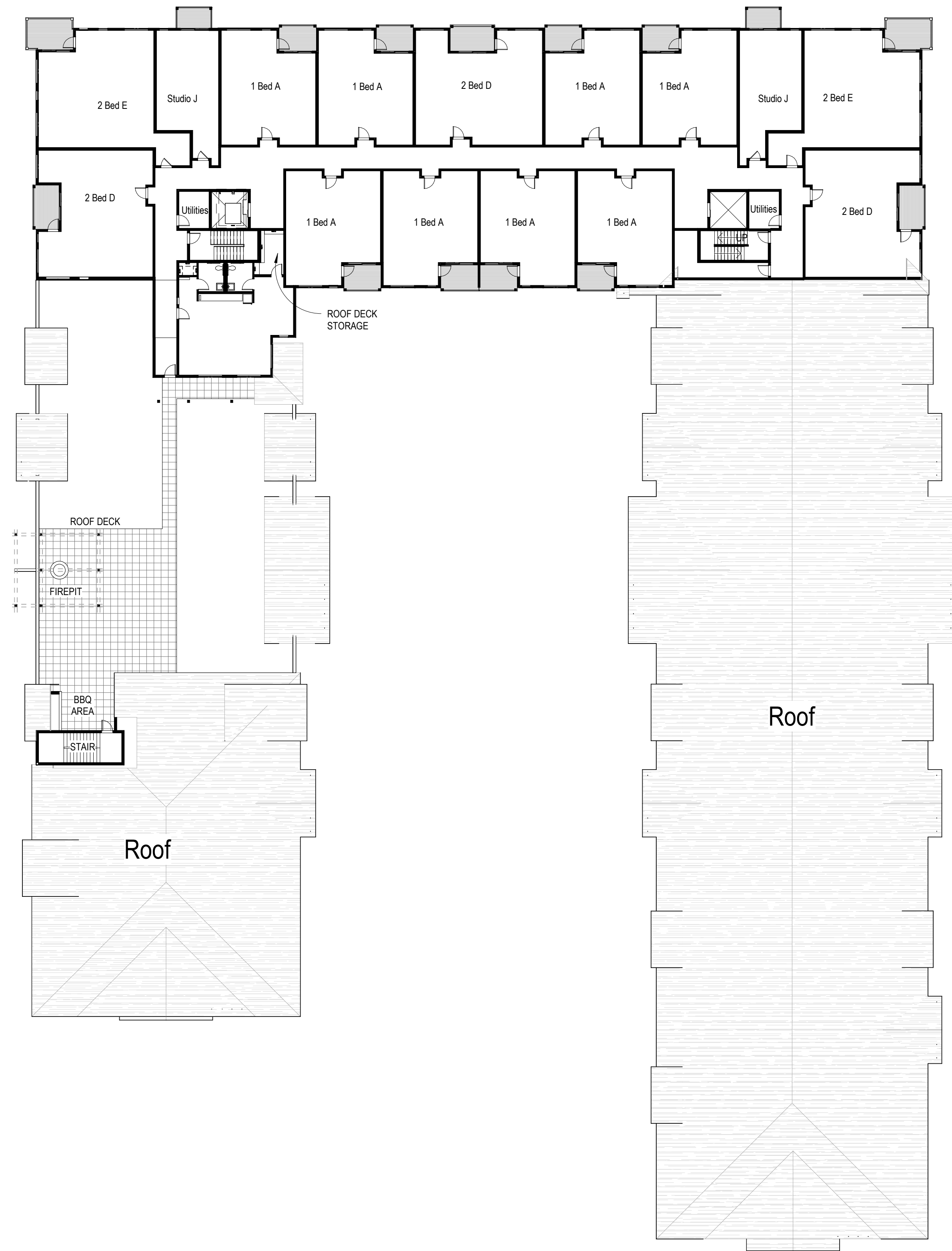
Date	10/05/20
Project Architect	JEH
Project Number	20029

FLOOR PLANS
- APTS

X01



1 Second & Third Floor (Typ.)
SCALE 3/64" = 1'-0"



2 Fourth Floor
SCALE 3/64" = 1'-0"

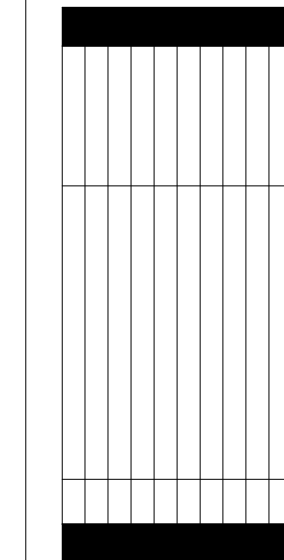
NOT FOR CONSTRUCTION

Date	10/05/20
Project Architect	Checker
Project Number	20029

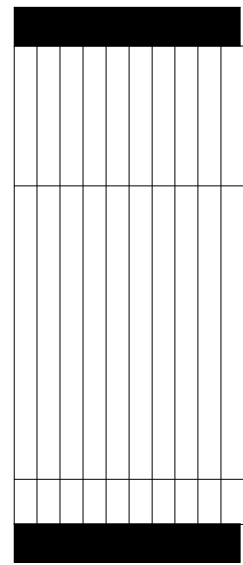
FLOOR PLANS
- APTS

X02

The Crossings at Inver Woods
1462 80th St E
Inver Grove Heights, Minnesota



The Crossings at Inver Woods
1462 80th St E
Inver Grove Heights, Minnesota



NOT FOR CONSTRUCTION

Date	10/05/20
Project Architect	Checker
Project Number	20029
EXTERIOR ELEVATIONS - APTS	
X10	

MATERIALS	PERCENTAGES
COMPOSITE BOARD	2265 SF (24%)
ALUMINUM PANEL	2246 SF (23%)
LAP SIDING	3063 SF (32%)
MASONRY	2065 SF (21%)

COMPOSITE LAP SIDING
ALUMINUM PANEL, WOOD TEXTURED
COMPOSITE BOARD & BATTEN PANELING
MASONRY BASE

ROOF BRG
42' - 0"
4 LEVEL
33' - 0"
3 LEVEL
22' - 0"
2 LEVEL
11' - 0"
1 LEVEL
0"
-1 LEVEL
-10' - 0"

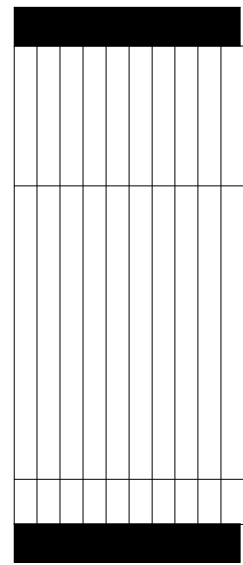
2 South Elevation
SCALE 3/32" = 1'-0"

MATERIALS	PERCENTAGES
COMPOSITE BOARD	2791 SF (37%)
ALUMINUM PANEL	3380 SF (44%)
LAP SIDING	1326 SF (17%)
MASONRY	131 SF (2%)

COMPOSITE BOARD & BATTEN PANELING
ALUMINUM PANEL, WOOD TEXTURED
ROOF BRG
42' - 0"
COMPOSITE LAP SIDING
MASONRY BASE
4 LEVEL
33' - 0"
3 LEVEL
22' - 0"
2 LEVEL
11' - 0"
1 LEVEL
0"
-1 LEVEL
-10' - 0"

1 North Elevation
SCALE 3/32" = 1'-0"

The Crossings at Inver Woods
1462 80th St E
Inver Grove Heights, Minnesota



NOT FOR CONSTRUCTION

Date	10/05/20
Project Architect	Checker
Project Number	20029

EXTERIOR
ELEVATIONS -
APTS

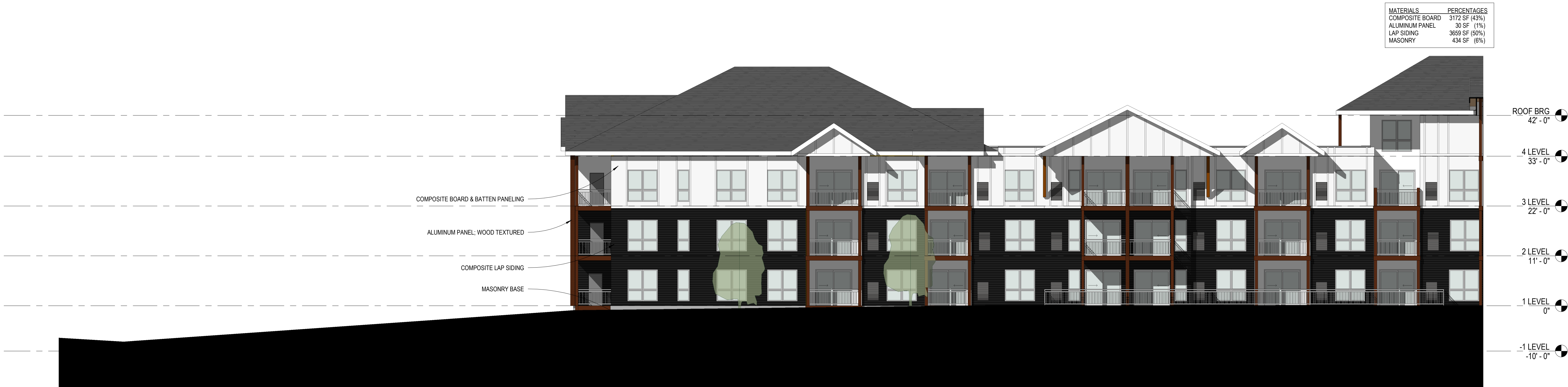
X11

MATERIALS	PERCENTAGES
COMPOSITE BOARD	5858 SF (39%)
ALUMINUM PANEL	252 SF (1%)
LAP SIDING	5647 SF (38%)
MASONRY	3278 SF (22%)



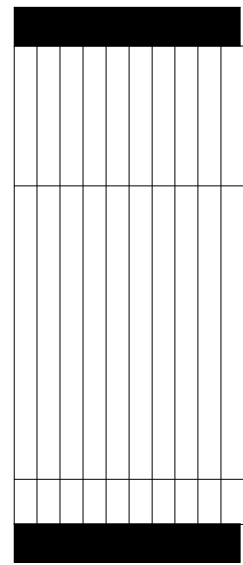
2 West Elevation
SCALE 3/32" = 1'-0"

MATERIALS	PERCENTAGES
COMPOSITE BOARD	3172 SF (43%)
ALUMINUM PANEL	30 SF (1%)
LAP SIDING	3659 SF (50%)
MASONRY	434 SF (6%)



1 Inside Courtyard Elevation (West Leg)
SCALE 3/32" = 1'-0"

The Crossings at Inver Woods
1462 80th St E
Inver Grove Heights, Minnesota



NOT FOR CONSTRUCTION

Date	10/05/20
Project Architect	Checker
Project Number	20029

EXTERIOR
ELEVATIONS -
APTS

X12

MATERIALS	PERCENTAGES
COMPOSITE BOARD	6220 SF (46%)
ALUMINUM PANEL	231 SF (2%)
LAP SIDING	5360 SF (39%)
MASONRY	1758 SF (13%)



1 East Elevation
SCALE 3/32" = 1'-0"

MATERIALS	PERCENTAGES
COMPOSITE BOARD	4325 SF (44%)
ALUMINUM PANEL	35 SF (1%)
LAP SIDING	4306 SF (44%)
MASONRY	1097 SF (11%)



2 Inside Courtyard Elevation (East Leg)
SCALE 3/32" = 1'-0"

**DEVELOPMENT CONTRACT
FOR THE PLAT OF
THE CROSSINGS AT INVER WOODS**

INDEX TO CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT

RECITALS

ARTICLE 1 - DEFINITIONS

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

- A. Authority
- B. No Default
- C. Present Compliance With Laws
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**CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR THE PLAT OF THE CROSSINGS AT INVER WOODS**

THIS DEVELOPMENT CONTRACT FOR THE PLAT OF THE CROSSINGS AT INVER WOODS (Development Contract) is made and entered into on the 23rd 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 public utilities (sewer and water), storm sewer pipes, storm water facilities and associated vegetation/landscaping and the installation of a turn lane and bypass lane on 80th Street (C.S.A.H. 28); 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 Crossings IGH, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 PLAT. "PLAT" means the plat of The Crossings At Inver Woods, 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 to the best of its knowledge 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 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 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: Crossings IGH, LLC
Attention: Todd Horne
2884 Middle Street
Little Canada, MN 55117

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 related 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 for Lot 1, Block 1, The Crossings At Inver Woods
- Storm Water Facilities Maintenance Agreement for Outlot A, The Crossings At Inver Woods
- Retaining Wall Maintenance Agreement for Lot 1, Block 1, The Crossings At Inver Woods
- Fire Hydrant Maintenance Agreement for the plat of The Crossings At Inver Woods
- Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for Lot 1, Block 1, The Crossings At Inver Woods
- Restrictive Use Easement Agreement for the plat of The Crossings At Inver Woods
- Natural Area/Open Space and Undisturbed/Natural Area Open Space Easement Agreement for the plat of The Crossings At Inver Woods
- Release and Indemnification Agreement for Lot 1, Block 1, The Crossings At Inver Woods
- Street Light Agreement for the plat of The Crossings At Inver Woods
- Pedestrian Trail Easement for Lot 1, Block 1, The Crossings At Inver Woods

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.) approval by the CITY of the PLAT;
- e.) approval by the CITY of the DEVELOPMENT PLANS;
- f.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- g.) construction of the DEVELOPER IMPROVEMENTS;
- h.) delays that are not reasonable in construction of the DEVELOPER IMPROVEMENTS;
- i.) 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.

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.

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, and such approval shall not be unreasonably withheld upon request from the DEVELOPER, the irrevocable letter of credit or cash deposit shall 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 reasonably 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, such permission shall not be unreasonably withheld.

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.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd 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:
CROSSINGS IGH, LLC**

By: _____
Jeffrey R. Peterson
Its: 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 Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the limited liability company.

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 THE PLAT OF THE CROSSINGS AT INVER WOODS

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

Lot 1, Block 1, The Crossings At Inver Woods and Outlot A, The Crossings At Inver Woods, 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
Title Sheet (Sheet 1)	final revision 11-12-20	G-Cubed
Plan & Profile Watermain (Sheets 2-3)	final revision 11-12-20	G-Cubed
Plan & Profile Offstreet Storm (Sheets 4-5)	final revision 11-12-20	G-Cubed
Plan & Profile Sanitary Service (Sheet 6)	final revision 11-12-20	G-Cubed
80 th Street E. Bypass & Turnlane (Sheet 7)	final revision 11-12-20	G-Cubed
Standard Plates (Sheets 8-11)	final revision 11-12-20	G-Cubed
Retaining Wall Plan & Profile (Sheet 12)	final revision 11-12-20	G-Cubed
Existing R/W Plan & Profile (Sheet 13)	final revision 11-12-20	G-Cubed
Plan & Profile Offstreet Storm (Sheet 14)	final revision 11-12-20	G-Cubed
Plan & Profile Infiltration Basins (Sheet 15)	final revision 11-12-20	G-Cubed
Landscape Plan	10-26-20	Land Sight

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

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

1. City Engineering memo dated November 14, 2020.
2. City Engineering memo dated October 16, 2020.
3. City Engineering memo dated September 30, 2020.
4. City Engineering memo dated June 19, 2020.
5. Bolton & Menk sanitary sewer review memo dated September 1, 2020.
6. EOR preliminary storm water review memo dated September 24, 2020.
7. EOR final stormwater review memo dated November 4, 2020.
8. Dakota County Surveyors office comment letter dated November 2, 2020.

The City Engineer Memos are on file with the City.

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

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

<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 (including grading two temporary basins on Outlot A) seeding and retaining walls
X PUBLIC	prior to obtaining a building permit or November 30, 2021, whichever occurs first	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	prior to obtaining a building permit or November 30, 2021, whichever occurs first	Private Storm Water Facilities (private underground infiltration facility and piping and pre-treatment pond) constructed to a functional level approved by the City Engineer
X	prior to obtaining a building permit or November 30, 2021, whichever occurs first	Private Storm Water Facilities (private underground infiltration facility and piping and pre-treatment pond) completed
X PUBLIC	prior to obtaining a building permit or November 30, 2021, whichever occurs first	Public Storm Water Facilities (including regional basin) constructed to a functional level approved by City Engineer

X PUBLIC	prior to obtaining a building permit or November 30, 2021, whichever occurs first	Public Storm Water Facilities (including regional basin) completed
X PUBLIC	prior to obtaining a certificate of occupancy or November 30, 2021, whichever occurs first	turn lane and bypass lane on C.S.A.H. 28 (80 th Street)
X PUBLIC	prior to obtaining a certificate of occupancy or November 30, 2021, whichever occurs first	street light
X	prior to obtaining a certificate of occupancy or November 30, 2021, whichever occurs first	driveways and parking lots
X	prior to obtaining a certificate of occupancy or November 30, 2021, whichever occurs first	trails and sidewalks
X	prior to issuing certificate of occupancy for the individual subject lot	lot landscaping **

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

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

EXHIBIT D
CITY IMPROVEMENTS

The CITY is not required to construct any CITY IMPROVEMENTS.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide cash deposit for the Engineering Escrow Amount provided in Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER must 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.
 - e.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT.
 - f.) DEVELOPER must execute and deliver the documents listed in paragraph 11 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - g.) DEVELOPER must pay the connection fees referenced in paragraph 6 of this Exhibit E.
 - h.) DEVELOPER must pay the NWA Environmental Studies Fee pursuant to City Code Section 10-3-8C.
 - i.) DEVELOPER must pay the park dedication fee referenced in paragraph 5 of this 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 public Storm Water Facilities and the private Storm Water Facilities (including private underground infiltration facility and piping and pre-treatment pond) must be constructed to a functional level reasonably approved by the City Engineer.
 - e.) General site, grading, drainage, erosion control, seeding and retaining walls must be completed including grading of the two temporary basins on Outlot A.
 - f.) Utilities (sanitary sewer and water and storm sewer) must be installed.
 - g.) Sanitary sewer and water service lines must be installed.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to November 30, 2021, or prior to the issuance of a certificate of occupancy for 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.) The turn lane and bypass lane on C.S.A.H. 28 must be installed.
 - c.) The public Storm Water Facilities and the private Storm Water Facilities (including private underground infiltration facility and piping and pre-treatment pond) 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 driveways, parking, sidewalks and pedestrian trail must be constructed.
 - f.) The street light must be installed.
- 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 unit amount of \$4,900 multiplied by the number of units. There are 152 units and as a result, the park contribution is \$744,800 (52 units multiplied by \$4,900 units). The park contribution fee of \$744,800 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	\$168,588	\$97,524	\$91,728	\$357,840

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.) **TREE PRESERVATION.** All tree preservation requirements and conditions in connection with the PLAT imposed by the CITY COUNCIL as part of plat approval must be met. Also see paragraph 24 of this Exhibit E.
- 8.) **STREET LIGHTING.** DEVELOPER at its own expense shall install the 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 owner of Lot 1, Block 1, The Crossings at Inver Woods pursuant to the Street Light Agreement.
- 9.) **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.

- 10.) **CONVEYANCE OF OUTLOTS.** There are no outlots to be conveyed to the City in the

PLAT.

- 11.) **AGREEMENTS**. The DEVELOPER must comply with the following requirements and execute the agreements set forth below. The below-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT:
- a. DEVELOPER must execute this DEVELOPMENT CONTRACT.
 - b. DEVELOPER must execute a Storm Water Facilities Maintenance Agreement for Lot 1, Block 1, The Crossings at Inver Woods.
 - c. DEVELOPER must execute a Storm Water Facilities Maintenance Agreement for Outlot A, The Crossings at Inver Woods.
 - d. DEVELOPER must execute two (2) separate Restrictive Use Easement Agreements for the following lots within the PLAT:
 - Lot 1, Block 1, The Crossings at Inver Woods
 - Outlot A, The Crossings at Inver Woods
 - e. DEVELOPER must execute a Temporary Drainage and Utility Easement for the two temporary drainage and utility easements on Outlot A, The Crossings at Inver Woods.
 - f. DEVELOPER must execute an Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for Lot 1, Block 1, The Crossings at Inver Woods.
 - g. DEVELOPER must execute a Retaining Wall Maintenance Agreement for Lot 1, Block 1, The Crossings at Inver Woods.
 - h. DEVELOPER must execute an Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for the PLAT.
 - i. DEVELOPER must execute a Release and Indemnification Agreement for the PLAT.
 - j. DEVELOPER must execute a Pedestrian Trail Easement for the PLAT.
 - k. DEVELOPER must execute a Street Light Agreement for the PLAT.
 - l. DEVELOPER shall prepare and cause to be executed a private access driveway easement over Lot 1, Block 1, The Crossings at Inver Woods for the benefit of Outlot A, The Crossings at Inver Woods.

- m. DEVELOPER shall convey to Dakota County by Quit Claim Deed all rights of access to and from C.S.A.H. 28 (80th Street), except for approved access points. Dakota County shall prepare the Quit Claim Deed and DEVELOPER shall execute it to meet the requirements of Dakota County.
- 12.) **WATER MODELING.** The cost of the computerized water model for drinking water system is included in the Engineering Escrow Amount shown in Exhibit F.
- 13.) **STORM WATER MODEL UPDATING.** The cost of the storm water model updating is included in the Engineering Escrow Amount shown in Exhibit F.
- 14.) **PEDESTRIAN TRAIL.** Since a portion of the pedestrian trail to be constructed lies outside of street right-of-way, the DEVELOPER will grant to the CITY a Pedestrian Trail Easement for those portions of the pedestrian trail lying outside of street right-of-way.
- 15.) **TREE PRESERVATION.** If there are any tree preservation requirements in connection with the PLAT, the conditions imposed by the CITY as part of plat approval must be met by the DEVELOPER.
- 16.) **DEDICATION OF RIGHT OF ACCESS TO DAKOTA COUNTY.** DEVELOPER shall dedicate right of access to Dakota County to and from C.S.A.H. 28 (80th Street) from and to the PLAT, except for approved access points.
- 17.) **WATERMAIN TRUNK MODIFICATION.** 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 C.S.A.H. 28, if DEVELOPER upsizes the 8 inch main to a 12 inch trunk water main, then the CITY will reimburse the DEVELOPER the incremental 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.

- 18.) **RETAINING WALL REQUIREMENTS.** 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.

EXHIBIT F
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Erosion Control, Seeding and Retaining Walls	\$459,435
2.)	Sanitary Sewer	\$3,200
3.)	Watermain	\$114,341
4.)	Storm Sewer (includes private underground infiltration facility and piping)	\$361,864
5.)	Driveways, Parking, Sidewalk and Trails (PRIVATE)	\$376,464
6.)	Turn Lane & Bypass Lane	\$71,590
7.)	Street Light	\$8,000
8.)	Landscaping	\$40,000
9.)	Construction debris clean up	\$5,000
10.)	Certified As-Builts	\$10,000
SUBTOTAL		\$1,449,894
Multiplied by		<u>1.25</u>
TOTAL ESCROW:		\$1,812,368

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:

\$76,000	City fees for inspection and engineering services (152 units x \$500 per unit)
\$30,600	Engineering review escrow for preliminary and final plan review which includes \$9,600 for EOR final storm water management plan review; \$18,000 for EOR preliminary storm water management plan review; \$1,500 for Stantec watermain plan review and \$1,500 for Bolton & Menk sanitary sewer plan review

\$106,600 **ENGINEERING ESCROW AMOUNT 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 \$26,650 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 \$106,600 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.

NATURAL AREA/OPEN SPACE
AND
UNDISTURBED NATURAL AREA/OPEN SPACE
EASEMENT AGREEMENT
FOR LOT 1, BLOCK 1, THE CROSSINGS AT INVER WOODS

THIS NATURAL AREA/OPEN SPACE AND UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT FOR LOT 1, BLOCK 1, THE CROSSINGS AT INVER WOODS (“Easement Agreement”) is made this 23rd day of November, 2020, by and between Crossings IGH, LLC, a Minnesota limited liability company, hereinafter referred to as "Grantor" and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City".

ARTICLE 1
TERMS

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

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

1.3 **Grantor.** “Grantor” means Crossings IGH, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 **Property.** “Property” means:

Lot 1, Block 1, The Crossings at Inver Woods, Dakota County, Minnesota.

1.5 **Natural Area/Open Space.** “Natural Area/Open Space” means that portion of the Property legally described on the attached Exhibit A and depicted on the attached Exhibit C and identified as Natural Area/Open Space on Exhibit C.

1.6 Undisturbed Natural Area/Open Space. “Undisturbed Natural Area/Open Space” means that portion of the Property described as follows legally described on the attached Exhibit B and depicted on the attached Exhibit D and identified as Undisturbed Natural Area/Open Space.

1.7 Lot Owners. “Lot Owners” means the fee title owners of the Property, and their successors and assigns.

1.8 Formal Notice. “Formal Notice” means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO CITY:

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

IF TO GRANTOR:

Crossings IGH, LLC
Attention: Todd Horne
2884 Middle Street
Little Canada, MN 55117

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
RECITALS

2.1 Grantor is the fee owner of the Property and is the current Lot Owner.

2.2 Grantor has marketable fee title to the Property.

2.3 Grantor is the fee title owner of the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

2.4 Grantor and City wish to enter into an agreement which will grant to the City a conservation and open space easement for conservation and preservation of the terrain and vegetation over the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and in consideration of the agreements contained herein, it is agreed by the parties as follows:

ARTICLE 3
WARRANTIES AND REPRESENTATIONS OF GRANTOR

- 3.1 Grantor is the fee owner of the Property.
- 3.2 Grantor has marketable fee title to the Property.
- 3.3 Grantor is the fee title owner of the Natural Area/Open Space and Undisturbed Natural Area/Open Space.
- 3.4 With respect to the Natural Area/Open Space and Undisturbed Natural Area/Open Space, Grantor represents and warrants as follows:

a.) That Grantor to the best of its knowledge has not used, employed, deposited, stored, disposed of, placed or otherwise allowed to come in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, et seq., or Minn. Stat., Sec. 115B.01, et seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");

b.) That Grantor to the best of its knowledge has not allowed any other person to use, employ, deposit, store, dispose of, place or otherwise have, in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any Hazardous Substances;

c.) That to the best of Grantor's knowledge, no previous owner, occupant or possessor of the Natural Area/Open Space and Undisturbed Natural Area/Open Space, deposited, stored, disposed of, placed, or otherwise allowed in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any Hazardous Substances.

ARTICLE 4
GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER
NATURAL AREA/OPEN SPACE

4.1 **Grant of perpetual Conservation and Open Space Easement over Natural Area/Open Space.** Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Natural Area/Open Space for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Natural Area/Open Space. The City hereby accepts such easement.

4.2 Perpetual Duration. The duration of the Conservation and Open Space Easement with respect to the Natural Area/Open Space is perpetual.

4.3 Preservation Predominately in Scenic Natural Condition. Except as otherwise stated in this Easement Agreement, the Natural Area/Open Space shall be preserved predominately as a scenic area and shall not be used in such a manner which would change or alter the scenic condition of the Natural Area/Open Space.

4.4 Restrictions. Except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Natural Area/Open Space:

- a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Natural Area/Open Space without the prior written consent of the City.
- b.) No vehicles or machinery shall be stored, placed upon, or parked on the Natural Area/Open Space without the prior written consent of the City.
- c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Natural Area/Open Space and there shall be no dredging, drilling, mining of any nature whatsoever of the Natural Area/Open Space.
- d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Natural Area/Open Space and no waste, trash or garbage shall be placed, dumped or stored upon the Natural Area/Open Space.
- e.) No trees, shrubs, or other vegetation shall be planted upon the Natural Area/Open Space and no trees, shrubs, or other vegetation shall be removed from the Natural Area/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees and trees that pose a danger to person and property may be removed without obtaining any consent from the City.
- f.) No change in the general topography or grade of the Natural Area/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.

4.5 Exceptions To Restrictions. The following are exceptions to the restrictions set forth in Section 4.4:

- a.) Nothing contained herein shall impair any right of City now held or hereafter acquired to construct or maintain public utilities within public utilities easements that are also in or on the Natural Area/Open Space.

- b.) Nothing contained herein shall prevent or restrict the right of the City to construct, maintain and use a pedestrian trail in or on the Natural Area/Open Space.
- c.) Nothing contained herein shall restrict the rights of the City to use the Natural Area/Open Space in the manner set forth in Article 8 hereof.
- d.) Within the Natural Area/Open Space, grass and lawns may be planted and Lot Owners may mow the grass and lawns.
- e.) Walking, hiking and pedestrian travel are permitted in the Natural Area/Open Space.
- f.) The Natural Area/Open Space may be used for passive or active recreation; provided however, if the Natural Area/Open Space is used for active recreation, the impervious cover shall not exceed 5% of the Natural Area/Open Space.

4.6 Maintenance Obligations of Lot Owners. The following are the maintenance obligations of the Lot Owners with respect to the Natural Area/Open Space:

- a.) If the City determines that any tree(s), alive or dead, in the Natural Area/Open Space pose a potential danger, then upon request of the City the Lot Owners, at their own cost and expense, shall remove such tree(s).
- b.) The Lot Owners shall be responsible for removing noxious weeds, junk, litter and diseased, dead and downed trees from the Natural Area/Open Space.
- c.) The Lot Owners shall maintain the Natural Area/Open Space subject to the provisions stated herein.
- d.) The Lot Owners shall maintain and repair the Corner Posts referenced in Article 6 hereof and the Lot Owners shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Lot Owners shall replace the Corner Posts.

ARTICLE 5

GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER UNDISTURBED NATURAL AREA/OPEN SPACE

5.1 Grant of perpetual Conservation and Open Space Easement over Undisturbed Natural Area/Open Space. Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Undisturbed Natural Area/Open Space for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Undisturbed Natural Area/Open Space. The City hereby accepts such easement.

5.2 Perpetual Duration. The duration of the Conservation and Open Space Easement with respect to the Undisturbed Natural Area/Open Space is perpetual.

5.3 Preservation Predominately in Natural Condition. Except as otherwise stated in this Easement Agreement, the Undisturbed Natural/Open Space shall be preserved predominately in its natural condition as a natural and scenic area and shall not be used in such a manner which would change or alter the natural condition of the Undisturbed Natural/Open Space.

5.4 Restrictions. Except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Undisturbed Natural/Open Space:

- a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Undisturbed Natural/Open Space without the prior written consent of the City.
- b.) No vehicles, playground equipment, playground facilities or other equipment shall be stored, placed upon, or parked on the Undisturbed Natural/Open Space without the prior written consent of the City.
- c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Undisturbed Natural/Open Space and there shall be no dredging, drilling, mining of any nature whatsoever of the Undisturbed Natural/Open Space.
- d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Undisturbed Natural/Open Space and no waste, trash or garbage shall be placed, dumped or stored upon the Undisturbed Natural/Open Space.
- e.) No trees, shrubs, or other vegetation shall be planted upon the Undisturbed Natural/Open Space and no trees, shrubs, or other vegetation shall be removed from the Undisturbed Natural/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees and trees that pose a danger to person and property may be removed without obtaining any written consent from the City.
- f.) No change in the general topography or grade of the Undisturbed Natural/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.
- g.) Except to remove noxious weeds, the areas within the Undisturbed Natural/Open Space shall not be mowed or cultivated without obtaining written consent from the City.

5.5 Exceptions To Restrictions. The following are exceptions to the restrictions set forth in Section 5.4:

- a.) Nothing contained herein shall impair any right of City now held or hereafter acquired to construct or maintain public utilities within public utilities easements that are also in or on the Undisturbed Natural/Open Space.
- b.) Nothing contained herein shall prevent or restrict the right of the City to construct, maintain and use a pedestrian trail in or on the Undisturbed Natural/Open Space.
- c.) Nothing contained herein shall restrict the rights of the City to use the Undisturbed Natural/Open Space in the manner set forth in Article 8 hereof.
- d.) Walking, hiking and pedestrian travel are permitted in the Natural Area/Open Space.

5.6 Maintenance Obligations of Lot Owners. The following are the maintenance obligations of the Lot Owners with respect to the Undisturbed Natural/Open Space:

- a.) If the City determines that any tree(s), alive or dead, in the Undisturbed Natural Area/Open Space poses a potential danger, then upon request of the City the Lot Owners, at their own cost and expense, shall remove such tree(s).
- b.) The Lot Owners shall be responsible for removing noxious weeds, junk, litter and diseased, dead and downed trees from the Undisturbed Natural Area/Open Space.
- c.) The Lot Owners shall maintain the Undisturbed Natural Area/Open Space subject to the provisions stated herein.
- d.) The Lot Owners shall maintain and repair the Corner Posts referenced in Article 6 hereof and the Lot Owners shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Lot Owners shall replace the Corner Posts.

ARTICLE 6 **OTHER DUTIES AND OBLIGATIONS**

6.1 Indemnification of City By Grantor. Grantor shall indemnify, defend, and hold the City harmless, against any and all loss, costs, damage and expense, including reasonable attorneys fees and costs, resulting from or due to the release or threatened release of Hazardous Substances which were, or are claimed or alleged to have been, used, employed, deposited, stored, disposed of, placed, or otherwise located or allowed to be located, in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space prior to the date of this Easement Agreement.

6.2 Mutual Indemnification. The Lot Owners and the City mutually shall indemnify, defend and hold one another, their agents, employees, attorneys and representatives, successors and assigns, 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 each party incurs or suffers, which arise out of, result from or relate to the failure by either party to observe or perform any covenant,

condition, obligation or agreement on, its part to be observed or performed under this Easement Agreement.

6.3 Installation of Corner Posts. Before construction commences on the Property, the Grantor shall install silt fences around the boundaries of the Undisturbed Natural Area/Open Space. Before construction commences on the Property, Grantor shall install stakes to demarcate the boundaries of the Natural Area/Open Space.

Prior to a Certificate of Occupancy being issued for Lot 1, Block 1, The Crossings At Inver Woods, the Grantor, at its sole cost and expense, shall construct and install permanent four (4) inch by four (4) inch posts ("Corner Posts") at the boundaries of the Undisturbed Natural Area/Open Space. The exact location of the Corner Posts and the number of Corner Posts shall be determined by the City Planner. The Corner Posts may be metal stakes, if the types of metal stakes are approved by the City Planner.

The Lot Owners shall maintain the Corner Posts after installation.

ARTICLE 7 **REMEDIES FOR NONCOMPLIANCE**

7.1 Remedies At Law. If the Grantor, Lot Owners, or City do not comply with this Easement Agreement, either party shall have all remedies available at law and in equity. In addition, the parties each shall have such further remedies as stated in this Article 7. No remedy herein conferred upon or reserved to either party shall be exclusive from any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Easement Agreement for 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 noncompliance or default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

7.2 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Lot Owners have not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Lot Owners of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Lot Owners 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 Lot Owners to so comply, in which case the Lot Owners shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Lot Owners have 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 Lot Owners to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DWP, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Lot Owners and without giving the Lot Owners thirty (30) days

to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Lot Owners shall be obligated to repay the City the reasonable costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7.3 and 7.4 with respect to the billing, collection and/or tax certification of such costs.

7.3 Payment of Costs Incurred by City. If the Lot Owners fail 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 DWP, 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 reasonable costs incurred by the City to perform the tasks necessary for compliance to the Lot Owners.

The amount of reasonable costs charged by the City to the Lot Owners 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 Lot Owners shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

7.4 Certification of Costs Payable With Taxes. If payment is not made as provided in Section 7.3, the City may certify to Dakota County the amounts due as payable with the real estate taxes in the next calendar year for the lot where the compliance work or maintenance work was performed by the City; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

7.5 Obligation For Maintenance and Compliance Notwithstanding Public Easement. The Lot Owners agree that their obligations pertaining to compliance and maintenance relating to the Natural Area/Open Space and Undisturbed Natural Area/Open Space and relating to complying with the terms and provisions of this Easement Agreement exist notwithstanding the existence of this Easement Agreement in favor of the City.

City hereby grants to the Lot Owners a temporary right and license to enter the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the purpose of performing the maintenance obligations relating to the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the duration of the performance of the maintenance. The Lot Owners hereby grant the City a temporary right and license to enter the Property for the purpose of performing maintenance of the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the duration of the performance of the maintenance.

ARTICLE 8 **CITY USE OF THE NATURAL AREA/OPEN SPACE AND** **UNDISTURBED NATURAL AREA/OPEN SPACE**

8.1 Other Rights of City. Notwithstanding anything to the contrary contained herein, the City, in its sole discretion, within the Natural Area/Open Space and Undisturbed Natural Area/Open Space may with the written consent of the Lot Owners:

1. Erect, construct and maintain improvements and structures to promote the safe condition and use of the Natural Area/Open Space and Undisturbed Natural Area/Open Space;
2. Install, construct and maintain signage; and
3. Install, construct and maintain a pedestrian trail; and
4. Install, construct and maintain public utilities.

8.2 Right of Entry. Due to the location, type, and nature of Natural Area/Open Space and Undisturbed Natural Area/Open Space, the City may be required to access the Property to make modification necessary to ensure the proper functioning of the Natural Area/Open Space and Undisturbed Natural Area/Open Space. In that event, the Lot Owners hereby grant to the City, its agents, servants, representatives and contractors the right, privilege and license to enter upon the Property for the purposes of performing those modifications deemed necessary by the City and for all such purposes ancillary thereto. In this event, the Lot Owners waive all actions, causes of action and claims against the City, its agents, servants, representatives, and contractors for trespass on the Property. Notwithstanding the foregoing, nothing contained in this Section 8.2 shall be deemed or construed to grant the City any additional temporary or permanent easements in, over, across or under any portion of the Property.

8.3 City Duties. Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor or Lot Owners obligations contained in this Easement Agreement if the Grantor or Lot Owners fail to perform such obligations.

ARTICLE 9 **MISCELLANEOUS**

9.1 Recording of Easement Agreement. Contemporaneous with the recording of the plat of The Crossings At Inver Woods, this Easement Agreement shall be filed, at the Grantor's expense, with the Dakota County Recorder's Office.

9.2 No Third Party Recourse. Third parties shall have no recourse against the City or Grantor or the Lot Owners under this Easement Agreement.

9.3 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Easement Agreement shall run with the Property and Natural Area/Open Space and Undisturbed Natural Area/Open Space and shall be binding upon the parties and their heirs, successors, administrators and assigns of the parties.

The parties also agree that this Agreement shall run with and be binding upon all after-acquired title of the Grantor with respect to the Property.

To the extent that the lots contained with the Property become owned by multiple and different parties, the fee owner of each lot is a Lot Owner within the meaning of this Agreement, but the obligations under this Agreement of the fee owner of a particular lot apply only to the lot owned by the fee owner.

9.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Easement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Easement Agreement.

Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Easement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

IN WITNESS WHEREOF, the Grantor and City have caused these Easement Agreement to be executed as of the day and year aforesaid.

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 23rd 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

**GRANTOR:
CROSSINGS IGH, LLC**

By: _____
Jeffrey R. Peterson
Its: 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 Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the limited liability company.

Notary Public

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

**After Recording, Please Return This
Instrument To:**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION

That part of Lot 1, Block 1, THE CROSSINGS AT INVER WOODS, according to the recorded plat thereof, on file in the office of the County Recorder, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 1, Block 1, THE CROSSINGS AT INVER WOODS; thence North 89°10'37" East, along the north line of said Lot 1, a distance of 34.13 feet to the point of beginning; thence continuing North 89°10'37" East, along said north line, 263.77 feet; thence South 00°48'40" East 218.52 feet; thence South 89°07'49" West 10.00 feet; thence South 00°52'11" East 36.01 feet; thence southwesterly 3.87 feet along a tangential curve, concave to the northwest, said curve has a radius of 10.00 feet, a central angle of 22°10'07", and the chord of said curve bears South 10°12'53" West 3.85 feet; thence South 21°17'56" West, tangent to said curve, 10.00 feet; thence North 68°42'04" West 37.45 feet; thence South 21°17'56" West 10.00 feet; thence North 68°42'04" West 60.00 feet; thence South 21°17'56" West 40.00 feet; thence North 68°42'04" West 88.19 feet; thence South 21°17'59" West 20.00 feet; thence southwesterly 7.85 feet along a tangential curve, concave to the northwest, said curve has a radius of 5.00 feet, a central angle of 90°00'00", and the chord of said curve bears South 66°17'56" West 7.07 feet; thence North 68°42'04" West, tangent to said curve, 14.52 feet; thence northwesterly 106.13 feet along a tangential curve, concave to the northeast, said curve has a radius of 88.00 feet, a central angle of 69°06'05", and the chord of said curve bears North 34°09'01" West 99.82 feet; thence North 00°24'01" East, tangent to said curve, 173.28 feet to the point of beginning.

EXHIBIT B
UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION

That part of Lot 1, Block 1, THE CROSSINGS AT INVER WOODS, according to the recorded plat thereof, on file in the office of the County Recorder, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 1, Block 1, THE CROSSINGS AT INVER WOODS; thence North 89°10'37" East, along the north line of said Lot 1, a distance of 39.58 feet to the point of beginning; thence continuing North 89°10'37" East, along said north line, 205.39 feet; thence South 00°49'23" East 191.39 feet; thence North 89°35'37" West 174.59 feet; thence North 12°17'31" West 33.23 feet; thence North 11°31'55" West 29.67 feet; thence North 12°50'46" West 26.35 feet; thence North 10°09'09" West 27.23 feet; thence North 08°29'59" West 22.66 feet; thence North 08°55'11" West 26.16 feet; thence North 05°39'30" West 25.01 feet to the point of beginning.

OPEN SPACE

LOT 1
BLOCK 1

NORTH LINE OF LOT 1 BLOCK 1

OUTLOT A

34.13
N89°10'37"E

24.00

173.28
S00°24'01"E

20.00

10.00

36.01

10.00

10.00

60.00

37.45

10.00

3.87

10.00

218.52
S00°48'40"E

6.30

10.00

22°10'07"
S101°12'53"W

3.87

14.52
N68°42'04"W

1.86

5.00

90°00'00"
S66°17'56"W

7.07

88.19
N68°42'04"W

40.00

21°17'56"W

68°42'04"W

68°42'04"W

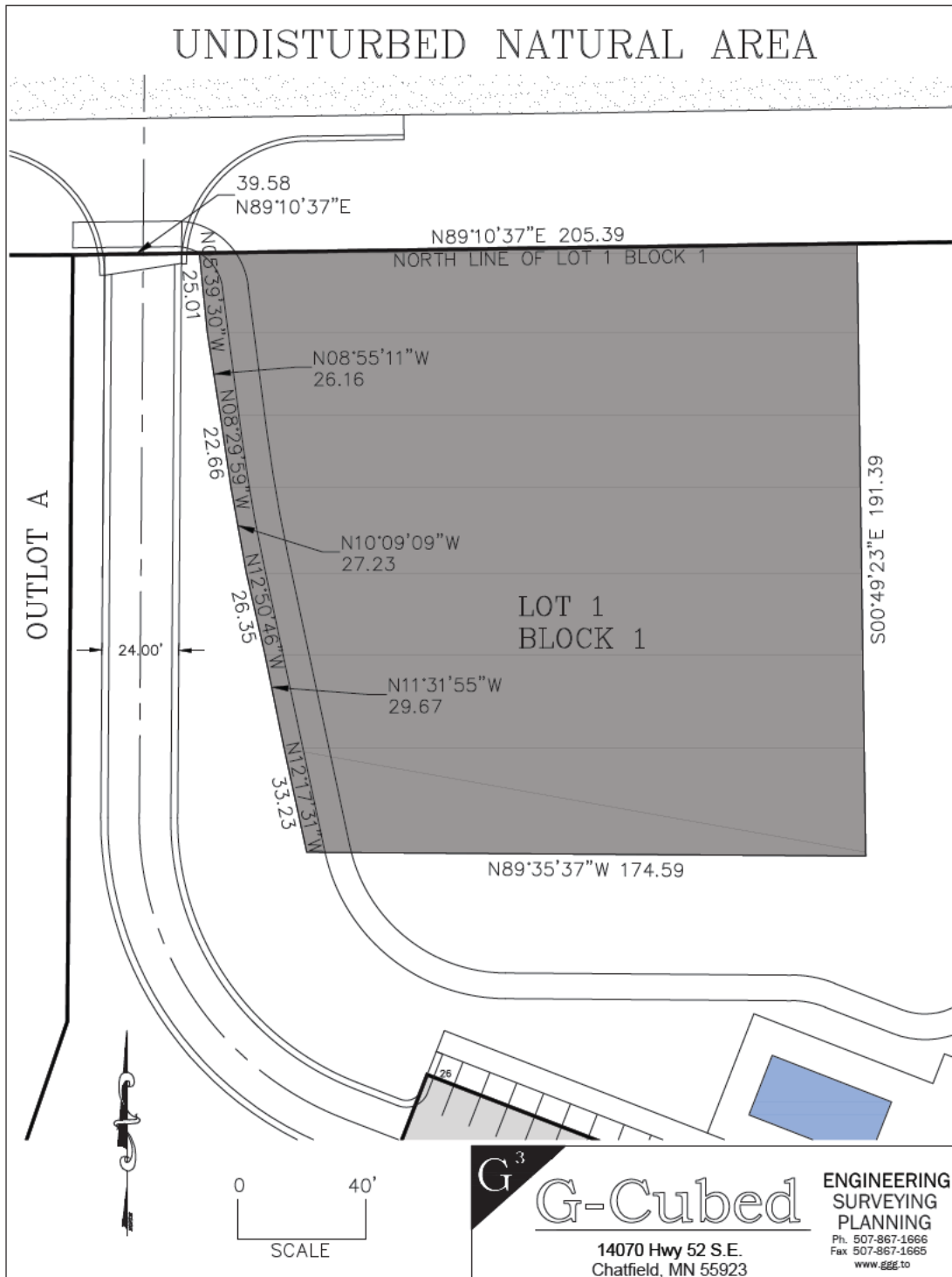
106.13
L=106.13
R=88.00
CB=N34°09'01"W
C=99.82

0 50'
SCALE

G³
G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923
Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to

ENGINEERING
SURVEYING
PLANNING

EXHIBIT D
DEPICTION OF UNDISTURBED NATURAL AREA/OPEN SPACE



**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 1, BLOCK 1, THE CROSSINGS AT INVER WOODS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 1, THE CROSSINGS AT INVER WOODS (Agreement) is made this 23rd day of November, 2020, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation and Crossings IGH, LLC, a Minnesota limited liability company (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1
TERMS**

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

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

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

Lot 1, Block 1, The Crossings At Inver Woods, Dakota County, Minnesota.

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

The platted drainage and utility easements dedicated on the plat of The Crossings At Inver Woods, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Crossings IGH, LLC, a Minnesota limited liability company, and its assigns and successors in interest with respect to the Subject Land.

1.6 Formal Notice. “Formal Notice” means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO CITY:

City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

Crossings IGH, LLC
Attention: Todd Horne
2884 Middle Street
Little Canada, MN 55117

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

1.7 Landowner Improvements. “Landowner Improvements” means the private driveway, parking lot areas, private utilities and private utility service lines, private underground storm water storage system and storm water pipes, retaining walls, retaining wall foundations, retaining wall anchors and related appurtenances located on the Subject Land within the City Easement.

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future trails, existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.9 Construction Plan. “Construction Plan” means the depiction prepared by the City attached hereto as **Exhibit A** which plan identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and

attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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

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

ARTICLE 2 **RECITALS**

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

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

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

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

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

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

ARTICLE 3
AGREEMENTS

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

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

The Landowner shall comply with all required City setbacks.

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

3.3 Continuing Right To City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

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

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

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

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

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

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

shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

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

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

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 23rd 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:
CROSSINGS IGH, LLC**

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of November, 2020, before me a Notary Public within and for said County, personally appeared Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the limited liability company.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

[illegible]

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 1, THE CROSSINGS AT INVER WOODS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 1, THE CROSSINGS AT INVER WOODS (Easement Agreement) is made this 23rd day of November, 2020, by and between Crossings IGH, LLC, a Minnesota limited liability company (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

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

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

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

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

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

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

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

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

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.

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IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement 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 23rd 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:
CROSSINGS IGH, LLC**

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of November, 2020, before me a Notary Public within and for said County, personally appeared Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the limited liability company.

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

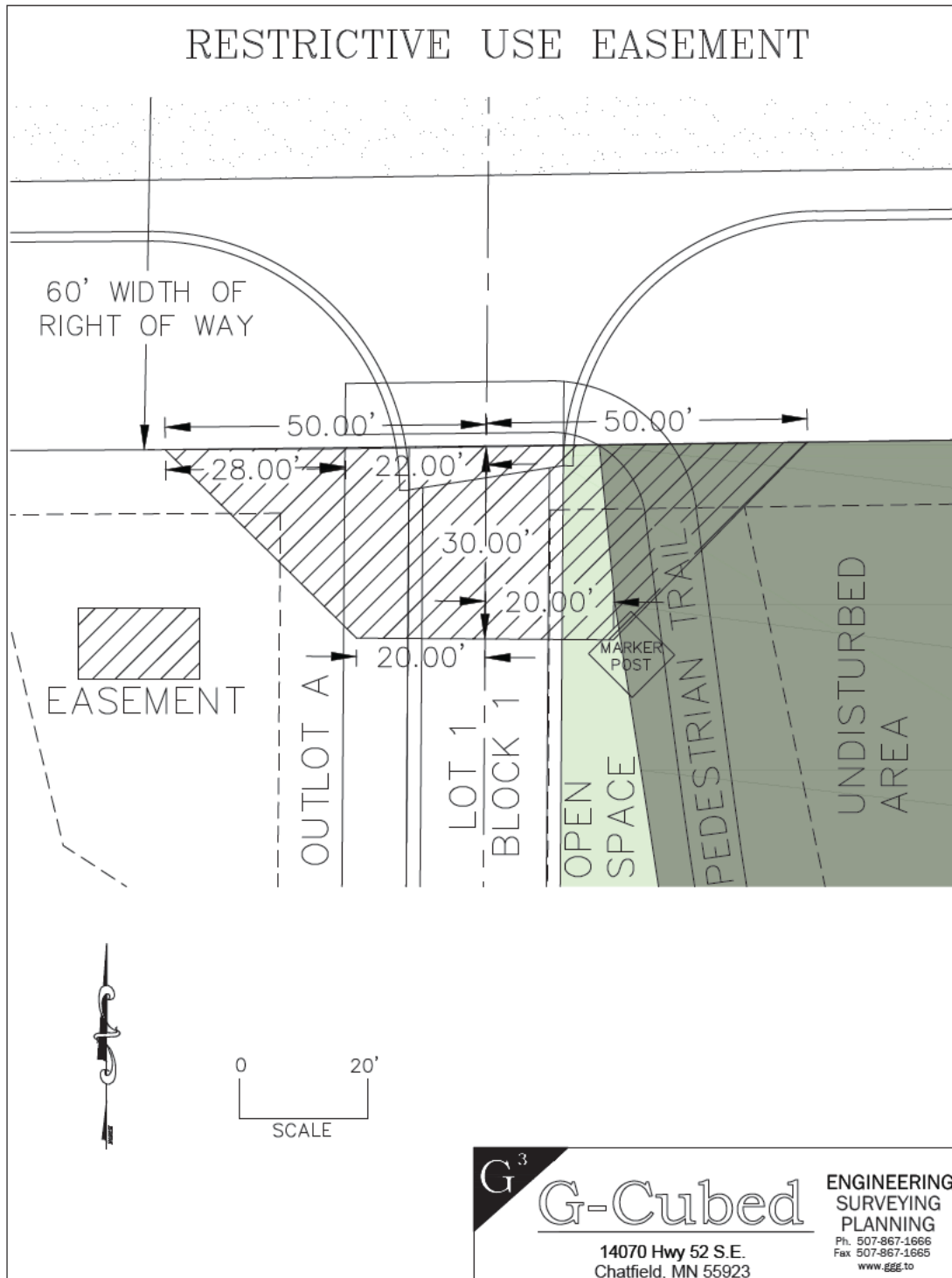
The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1, Block 1, The Crossings At Inver Woods, 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 that part of Lot 1, Block 1, The Crossings At Inver Woods according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Depiction of Easement Area
(Part of Exhibit B)



RESTRICTIVE USE EASEMENT AGREEMENT
FOR OUTLOT A, THE CROSSINGS AT INVER WOODS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR OUTLOT A, THE CROSSINGS AT INVER WOODS (Easement Agreement) is made this 23rd day of November, 2020, by and between Crossings IGH, LLC, a Minnesota limited liability company (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

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

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

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

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

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

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

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

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

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 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 23rd 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:
CROSSINGS IGH, LLC**

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of November, 2020, before me a Notary Public within and for said County, personally appeared Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

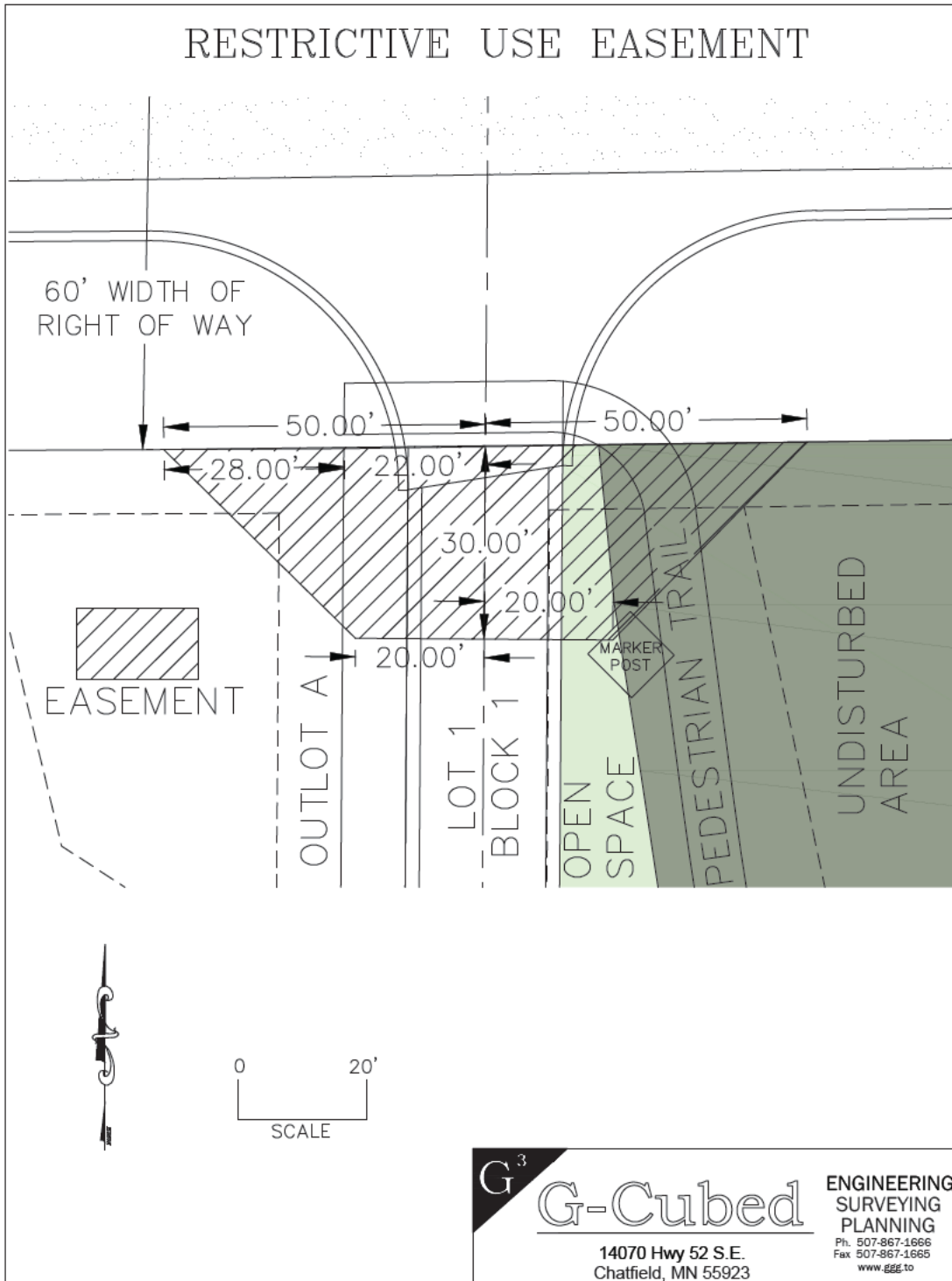
The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Outlot A, The Crossings At Inver Woods, 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 that part of Outlot A, The Crossings At Inver Woods according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Depiction of Easement Area
(Part of Exhibit B)



RETAINING WALL MAINTENANCE AGREEMENT RELATING TO
LOT 1, BLOCK 1, THE CROSSINGS AT INVER WOODS,
DAKOTA COUNTY, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT RELATING TO LOT 1, BLOCK 1, THE CROSSINGS AT INVER WOODS (hereafter referred to as “Agreement”) is made, entered into and effective this 23rd day of November, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Crossings IGH, LLC, a Minnesota limited liability company, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Lot Owner. “Lot Owner” means Crossings IGH, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Retaining Wall Facilities. “Retaining Wall Facilities” means the retaining walls, retaining wall foundations, retaining wall anchors and related appurtenances installed on the Lot.

1.5 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means The Crossings at Inver Woods Lot 1 Block 1 Grading Plan (sheets 1-3), Construction Plans for The Crossings at Inver Woods (sheet 11), and Retaining wall construction plan to be submitted by structural engineer at a later date for City approval, which plans include the location of the Retaining Wall Facilities.

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

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

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner owns the Lot. Lot Owner is currently the only Responsible Owner.

Recital No. 2. Lot Owner, at its cost, intends to install the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 3. The City is requiring that Lot Owner execute this Retaining Wall Maintenance Agreement to ensure that once the Retaining Wall Facilities are constructed and approved by the City, Lot Owner will be responsible for maintenance of the Retaining Wall Facilities.

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

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

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Any construction of the Retaining Wall Facilities shall be subject to approval of the City and installed in a manner acceptable to the City pursuant to a Development Contract between the parties dated November 23, 2020.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining Wall Facilities exists. The Responsible Owner shall also ensure that the Retaining Wall Facilities always remain safe, structurally sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction

Plan and in industry standards (as amended from time to time). All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. Once prepared and approved, the Retaining Wall Construction Plan will be on file with the City.

3.4 Intentionally deleted.

3.5 Intentionally deleted.

3.6 Intentionally deleted.

3.7 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DWP, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.9 Certification of Costs Payable With Taxes. If payment is not made under Section 3.8 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

3.10 Obligation For Maintenance Notwithstanding Public Easement or Public Right-of-Way. The Responsible Owner agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall Facilities may be located in whole or in part within public easements or public right-of-way.

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

3.11 Indemnification of City. Except to the extent caused by, due to, or exacerbated by the negligence or willful misconduct of the City, Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement.

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

ARTICLE 4 **MISCELLANEOUS**

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

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

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

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

4.5 Consent. Lot Owner consents to the recording of this Agreement.

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

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

If to Lot Owner: Crossings IGH, LLC
Attention: Todd Horne
2884 Middle Street
Little Canada, MN 55117

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.

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

IN WITNESS WHEREOF, Lot Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd 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

**LOT OWNER:
CROSSINGS IGH, LLC**

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of November, 2020, before me a Notary Public within and for said County, personally appeared Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

Lot 1, Block 1, The Crossings At Inver Woods, Dakota County, Minnesota.

**STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO
STORMWATER FACILITIES LOCATED ON LOT 1, BLOCK 1, THE CROSSINGS AT
INVER WOODS, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO STORMWATER FACILITIES LOCATED ON LOT 1, BLOCK 1, THE CROSSINGS AT INVER WOODS (Agreement) is made, entered into and effective this 23rd day of November, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Crossings IGH, LLC, a Minnesota limited liability company (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means Crossings IGH, LLC, a limited liability company organized under the laws of the State of Minnesota, and its successors and assigns.

1.4 Storm Water Facilities. Storm Water Facilities means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing and future underground storm water storage system and pre-treatment facility together with the related gate valves, reducers, tees, pipes, conduits, culverts, ditches and catch basins and any roof gutters, pretreatment structures, drain tile, private pumps and pipes for garage drains lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means the The Crossings at Inver Woods Lot 1 Block 1 Grading Plan (sheets 1-5), Construction Plans for The Crossings at Inver Woods (sheets 1-14), Drainage Report and Storm Water Pollution Prevention Plan for Crossings at Inver Woods, and O&M Document Title prepared by Mark Welch, G-

Cubed dated November __, 2020 and conditionally approved by the City Engineer on November __, 2020. The Storm Water Facility Plan is on file with the City.

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

1.6 Responsible Owner. Responsible Owner means, jointly and severally, each and all of the following:

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

1.7 Landowner Property. Landowner Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota described on the attached **Exhibit A**.

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

1.9 Development Contract. “Development Contract” means that certain contract dated November 23, 2020, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Development Contract for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

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

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that prior to November 30, 2021 or before issuance of a certificate of occupancy by the City (or by an extended completion date approved by the City Engineer or Director of Public Works), the Storm Water Facilities shall be constructed and installed by the Responsible Owner in accordance with the Storm Water Facility Plan and in accordance with the Development Contract at the sole expense of Responsible Owner.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

The existing regional basin identified as EP-059b located on the Landowner Property is not included in the definition of Storm Water Facilities. The City has the perpetual obligation and responsibility to maintain the existing regional basin located on the Landowner Property. The Responsible Owner is not obligated to maintain the existing regional basin located on the Landowner Property.

The Responsibility Map attached hereto as **Exhibit D** depicts the regional basin area that will be maintained by the City and depicts the Storm Water Facilities described herein that will be maintained by the Responsible Owner.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).

- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District.
- c. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems that the City maintains, as those standards are from time to time amended.
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) With respect to the underground storm water storage system, the Responsible Owner must maintain and repair the structures and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - Any evidence of potholes, sinkholes or unusual amount of silt and soil build-up that degrades the quality of parking lot surface on top of the underground storm water storage system; or
 - Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.
 - iii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the

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

- iv.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to treat the one (1) inch of impervious surface volume from the Landowner Property; due to the fact that a redevelopment project is occurring, the Director of Public Works is allowing the treatment of one (1) inch impervious surface volume rather than a reduction of the one (1) inch impervious surface volume. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- v.) The final Operations & Maintenance Plan shall contain the following information:
- Detailed inspection requirements;
 - Inspection and maintenance schedules;
 - Contact information for the Responsible Owner;
 - As built plans of the Stormwater Facilities;
 - A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.
 - The design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
 - A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and
 - The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional

requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

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

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

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

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

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

3.6 Certification of Costs Payable With Taxes. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

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

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) construction of the Storm Water Facilities.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

ARTICLE 5 **ACCESS BY CITY TO STORM WATER FACILITIES**

5.1 Access. The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to

access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

ARTICLE 6 **MISCELLANEOUS**

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

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

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

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

6.5 Consent. Landowner consents to the recording of this Agreement.

6.6 Notice. Notice shall 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 8150 Barbara Avenue Inver Grove Heights, MN 55077
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If to Landowner:	Crossings IGH, LLC Attention: Todd Horne 2884 Middle Street Little Canada, MN 55117
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or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first stated above.

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 23rd 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

LANDOWNER:
CROSSINGS IGH, LLC

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of November, 2020, before me a Notary Public within and for said County, personally appeared Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1, Block 1, The Crossings At Inver Woods, Dakota County, Minnesota.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

[Insert O&M Plan for Underground SW Storage System]

Maintenance of the pre-treatment area and related pipe system shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intent of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

EXHIBIT C
ANNUAL INSPECTION FORM

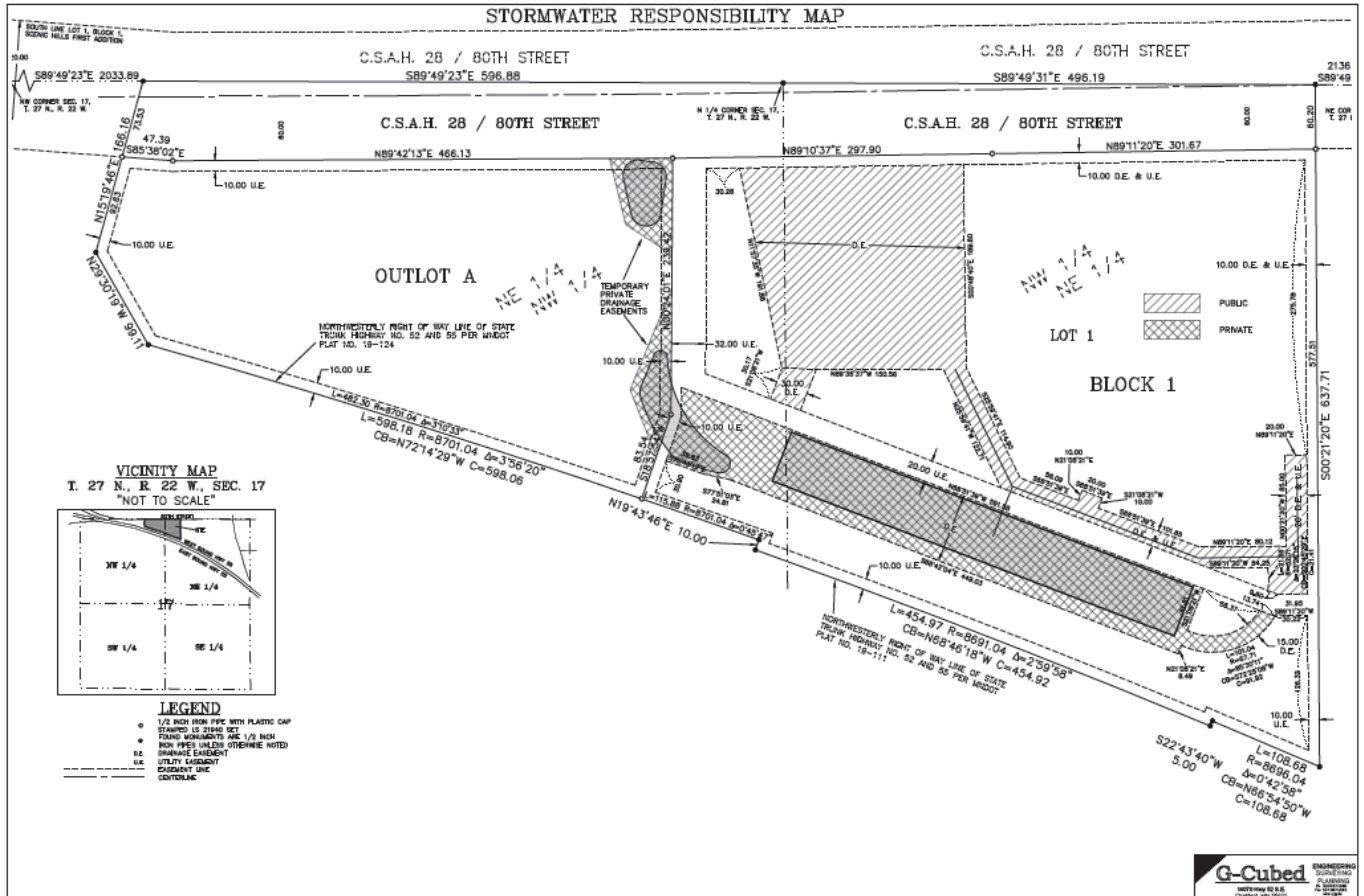
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE					
	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS					
	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLCIT DISCHARGE					
	Y	N			
COMMENTS					
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

STORMWATER RESPONSIBILITY MAP



**STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO
STORMWATER FACILITIES LOCATED ON OUTLOT A, THE CROSSINGS AT
INVER WOODS, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO STORMWATER FACILITIES LOCATED ON OUTLOT A, THE CROSSINGS AT INVER WOODS (Agreement) is made, entered into and effective this 23rd day of November, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Crossings IGH, LLC, a Minnesota limited liability company (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means Crossings IGH, LLC, a limited liability company organized under the laws of the State of Minnesota, and its successors and assigns.

1.4 Storm Water Facilities. Storm Water Facilities means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing and future underground storm water storage system and pre-treatment facility together with the related gate valves, reducers, tees, pipes, conduits, culverts, ditches and catch basins and any roof gutters, pretreatment structures, drain tile, private pumps and pipes for garage drains lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means the The Crossings at Inver Woods Lot 1 Block 1 Grading Plan (sheets 1-5), Construction Plans for The Crossings at Inver Woods (sheets 1-14), Drainage Report and Storm Water Pollution Prevention Plan for Crossings at Inver Woods, and O&M Document Title prepared by Mark Welch, G-

Cubed dated November __, 2020 and conditionally approved by the City Engineer on November __, 2020. The Storm Water Facility Plan is on file with the City.

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

1.6 Responsible Owner. Responsible Owner means, jointly and severally, each and all of the following:

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

1.7 Landowner Property. Landowner Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota described on the attached **Exhibit A**.

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

1.9 Development Contract. “Development Contract” means that certain contract dated November 23, 2020, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Development Contract for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

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

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that prior to November 30, 2021 or before issuance of a certificate of occupancy by the City (or by an extended completion date approved by the City Engineer or Director of Public Works), the Storm Water Facilities shall be constructed and installed by the Responsible Owner in accordance with the Storm Water Facility Plan and in accordance with the Development Contract at the sole expense of Responsible Owner.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

The Responsibility Map attached hereto as **Exhibit D** depicts the regional basin area that will be maintained by the City and depicts the Storm Water Facilities described herein that will be maintained by the Responsible Owner.

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

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

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

- c. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems that the City maintains, as those standards are from time to time amended.
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
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 - i.) Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The final Operations & Maintenance Plan shall contain the following information:
 - Detailed inspection requirements;
 - Inspection and maintenance schedules;
 - Contact information for the Responsible Owner;
 - As built plans of the Stormwater Facilities;
 - A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than

200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

- The design storage capacity of the Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
- The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

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

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

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3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the

Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

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

3.6 Certification of Costs Payable With Taxes. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

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

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) construction of the Storm Water Facilities.

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

ARTICLE 4
CITY'S COVENANTS

4.1 Approval of Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

ARTICLE 5
ACCESS BY CITY TO STORM WATER FACILITIES

5.1 Access. The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

ARTICLE 6
MISCELLANEOUS

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

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

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

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

6.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: Crossings IGH, LLC
Attention: Todd Horne
2884 Middle Street
Little Canada, MN 55117

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first stated above.

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 23rd 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

LANDOWNER:
CROSSINGS IGH, LLC

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of November, 2020, before me a Notary Public within and for said County, personally appeared Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Outlot A, The Crossings At Inver Woods, Dakota County, Minnesota.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

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

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

EXHIBIT C
ANNUAL INSPECTION FORM

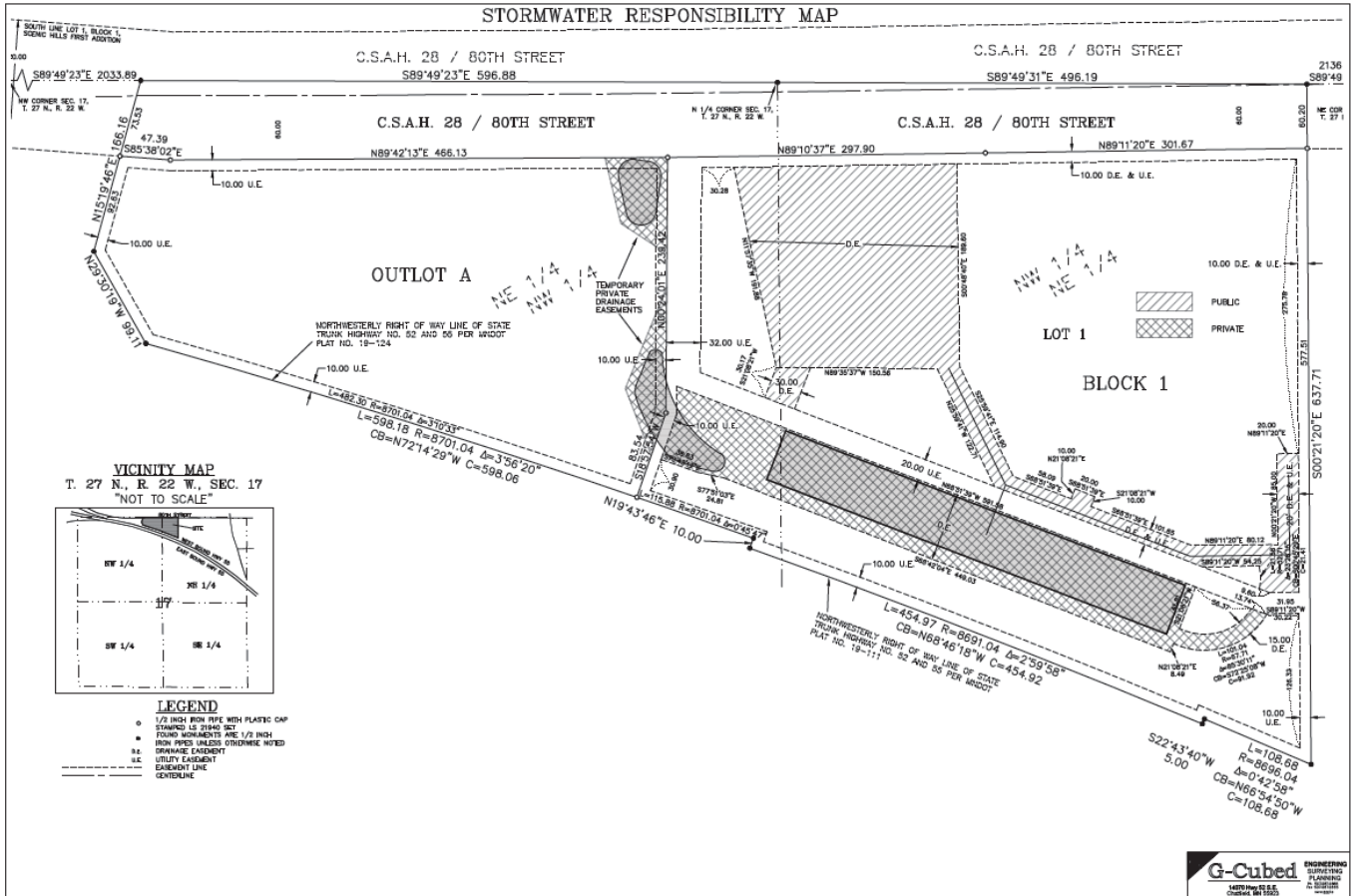
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLCIT DISCHARGE	Y	N			
COMMENTS					
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

EXHIBIT D RESPONSIBILITY MAP



RESIDENTIAL STREET LIGHT AGREEMENT FOR
PLAT OF THE CROSSINGS AT INVER WOODS,
DAKOTA COUNTY, MINNESOTA

THIS RESIDENTIAL STREET LIGHT AGREEMENT FOR THE PLAT OF THE CROSSINGS AT INVER WOODS (Agreement) is made this 23rd day of November, 2020, by and between Crossings IGH, LLC, a Minnesota limited liability company, hereinafter referred to as “Landowner” and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City". Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

ARTICLE 1
TERMS

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

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

1.3 Landowner. “Landowner” means Crossings IGH, LLC, a Minnesota limited liability company, the current fee title owner of the Residential Lots, and its successors and assigns.

1.4 Residential Lots. “Residential Lots” means the lots described on the attached **Exhibit A**. The Residential Lots are located in the City of Inver Grove Heights, Dakota County, Minnesota within the recorded plat of The Crossings At Inver Woods.

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

1.6 Street Lights. Street Lights means all the existing or future street lights installed on the public right-of-way within the plat of The Crossings At Inver Woods, Dakota County, Minnesota.

ARTICLE 2 **RESIDENTIAL OWNER OBLIGATIONS**

2.1 Street Light Plan Must Be Approved. Landowner agrees that a Street Light Plan shall be approved by the Director of Public Works before the installation of any Street Lights. The current Street Light Plan shall show the design, type, size and location of all Street Lights to be located within and along the public right-of-way in the plat of The Crossings at Inver Woods.

2.2 Installation of Street Lights. Landowner, at its own expense, shall install the Street Lights as provided in the Street Light Plan for the plat of The Crossings At Inver Woods. The Street Lights for The Crossings At Inver Woods shall be installed no later than the time that the City issued a certificate of occupancy for the building to be constructed on Lot 1, Block 1, The Crossings At Inver Woods.

2.3 Payment of Energy Costs for First Three Years. Before recording of the plat of The Crossings at Inver Woods, Landowner shall prepay the City for the energy costs of the Street Lights for the three (3) calendar years of 2022, 2023 and 2024 by paying the City the amount of \$150.00 per Street Light per year.

2.4 Responsibility of Residential Owners. Beginning with calendar year 2025, and continuing thereafter, the Residential Owners shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

The City will invoice such Residential Owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Residential Owners. The total cost for maintenance, repair, replacement and energy expenses for the Street Lights shall be evenly allocated among the Residential Lots.

The Residential Owners shall make payment directly to the City within thirty (30) days after the sending of the invoice. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year for the Residential Lot owned by the Residential Owner who has not paid the City; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

The Residential Owners agree that the standard of maintenance shall conform to the same standards that the City's Director of Public Works utilizes for other street lights that the City maintains, as those standards are from time to time amended.

The Residential Owners agree that the obligation to pay for the maintenance of the Street Lights exists notwithstanding the fact that the Street Lights may lie within the public road right-of-

way in the plat of The Crossings At Inver Woods.

- 2.5 Warranty of Ownership.** Landowner owns all the Residential Lots.

ARTICLE 3 **CITY'S COVENANTS**

3.1 Allowing Plat To Be Recorded. The City agrees that if the conditions set forth in the Development Contract between the parties of even date herewith are met, the City will allow the plat of The Crossings At Inver Woods to be recorded with the Dakota County Recorder. One requirement in the Development Contract is that the Landowner enter into this Residential Street Light Agreement. By execution of this Agreement, that condition has been met.

ARTICLE 4 **MISCELLANEOUS**

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

4.2 Recording. Landowner shall record this Agreement with the Dakota County Recorder after the plat of The Crossings At Inver Woods is recorded, and Landowner shall present evidence to the City that this Agreement has been recorded.

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

4.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement.

Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

- 4.5 Governing Law.** This Agreement shall be governed by and construed in accord

with the laws of the State of Minnesota.

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

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

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

IN WITNESS WHEREOF, Landowner and City have executed this Residential Street Light Agreement as of the day and year aforementioned.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd 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

**LANDOWNER:
CROSSINGS IGH, LLC**

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of November, 2020, before me a Notary Public within and for said County, personally appeared Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the limited liability company.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1, Block 1, The Crossings At Inver Woods, Dakota County, Minnesota

Outlot A, The Crossings At Inver Woods, Dakota County, Minnesota

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

TEMPORARY STORMWATER PONDING, UTILITY AND DRAINAGE EASEMENT
FOR OUTLOT A, THE CROSSINGS AT INVER WOODS,
DAKOTA COUNTY, MINNESOTA

THIS TEMPORARY STORMWATER PONDING, UTILITY AND DRAINAGE EASEMENT FOR OUTLOT A, THE CROSSINGS AT INVER WOODS (Easement) is made, granted and conveyed this 23rd day of November, 2020, between Crossings IGH, LLC, a Minnesota limited liability company (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “**Landowner’s Property**”).

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever the following:

A temporary easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities, drainage, storm water ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains (hereinafter “**Temporary Easement**”) under, over, across, through and upon that real property legally described on **Exhibit B** and depicted on **Exhibit D** (hereinafter the “**Temporary Easement Area #1**”) and under, over, across, through and upon that real property legally described on **Exhibit C** and depicted on **Exhibit D** (hereinafter the

“Temporary Easement Area #2”) attached hereto and incorporated herein by reference.

Temporary Easement Area #1 and Temporary Easement Area #2 are hereinafter referred to collectively as **“Temporary Easement Area”**.

The Temporary Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any utilities, drainage, stormwater ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Temporary Easement Area.

The Temporary Easement rights further include, but are not limited to, the right of ingress and egress over the Temporary Easement Area to access the Temporary Easement for the purposes of construction, maintenance, repair and replacement of any utilities, drainage, stormwater ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto.

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Temporary Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Temporary Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, itself or its successors or assigns shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area # 1 described on Exhibit B and the Temporary Easement Area #2 described on Exhibit C and that it has good right to grant and convey the Temporary Easement herein to the City.

This Easement shall expire and be of no force and effect from and after the recording of any re-plat of Outlot A, The Crossings At Inver Woods, Dakota County, Minnesota.

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

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 23rd 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

LANDOWNER:
CROSSINGS IGH, LLC

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of November, 2020, before me a Notary Public within and for said County, personally appeared Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the limited liability company.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Outlot A, The Crossings At Inver Woods, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA #1

A temporary easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains lying over, under and across the following that part of Outlot A, THE CROSSINGS AT INVER WOODS, according to the recorded plat thereof, on file in the office of the County Recorder, Dakota County, Minnesota, described as follows:

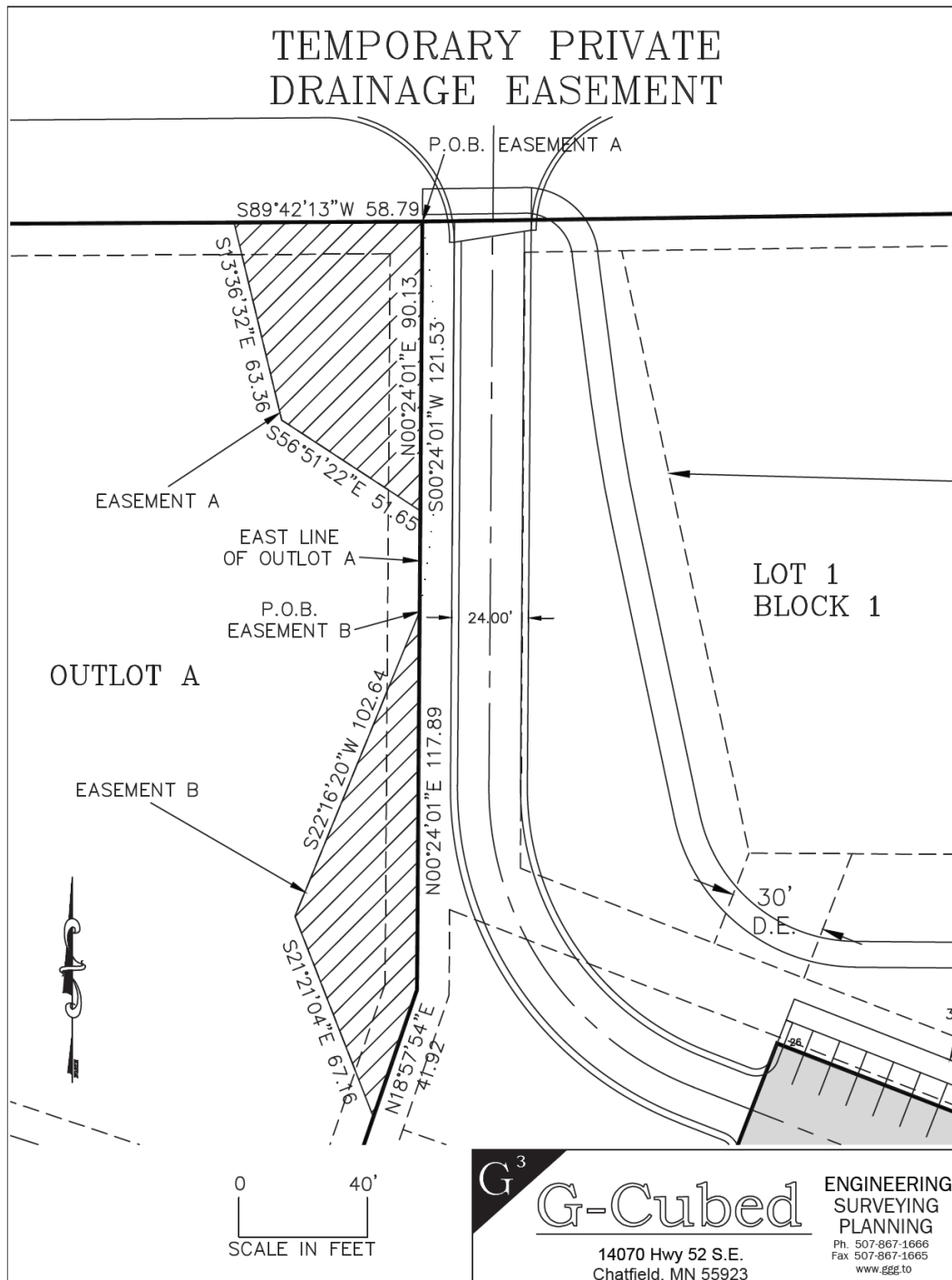
Beginning at the northeast corner of said Outlot A, THE CROSSINGS AT INVER WOODS; thence South 89°42'13" West, along the north line of said Outlot A, a distance of 58.79 feet; thence South 13°36'32" East 63.36 feet; thence South 56°51'22" East 51.65 feet to the east line of said Outlot A; thence North 00°24'01" East, along said east line, 90.13 feet to the point of beginning.

EXHIBIT C
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA #2

A temporary easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains lying over, under and across that part of Outlot A, THE CROSSINGS AT INVER WOODS, according to the recorded plat thereof, on file in the office of the County Recorder, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said Outlot A, THE CROSSINGS AT INVER WOODS; thence South 00°24'01" West, along the east line of said Outlot A, a distance of 121.53 feet to the point of beginning; thence South 22°16'20" West 102.64 feet; thence South 21°21'04" East 67.16 feet to the easterly line of said Outlot A; thence North 18°57'54" East, along said easterly line a distance of 41.92 feet; thence North 00°24'01" East, along the east line of said Outlot A, a distance of 117.89 feet to the point of beginning.

EXHIBIT D
DEPICTION OF TEMPORARY EASEMENT AREA #1 AND
TEMPORARY EASEMENT AREA #2



PERMANENT PEDESTRIAN TRAIL EASEMENT
OVER A PORTION OF LOT 1, BLOCK 1,
THE CROSSINGS AT INVER WOODS,
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT PEDESTRIAN TRAIL EASEMENT OVER A PORTION OF LOT 1, BLOCK 1, THE CROSSINGS AT INVER WOODS (“Easement”) is made, granted and conveyed this 23rd day of November, 2020, between Crossings IGH, LLC, a Minnesota limited liability company, hereinafter referred to as the “Landowner”, and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”.

Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City, its successors and assigns, forever, a **permanent easement and right-of-way for a trail (including, without limitation, the construction, maintenance, repair and use of a trail)** over, under, across, through and upon the following described and depicted premises (the “Easement Area”) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit A**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational trail shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all- terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the trail and related improvements, over, under, across, through and upon the Easement Area together with the right to remove from the Easement Area trees, brush, herbage, undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statute, Chapter 466.

Landowner, for itself and its successors and assigns, does warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to the City.

This Easement may be assigned by the City of Inver Grove Heights to the County of Dakota, a political subdivision of the State of Minnesota.

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

IN TESTIMONY WHEREOF, the Landowner and City have caused this Easement to be executed as of the day and year set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 23rd 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

LANDOWNER:
CROSSINGS IGH, LLC

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of November, 2020, before me a Notary Public within and for said County, personally appeared Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the limited liability company.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

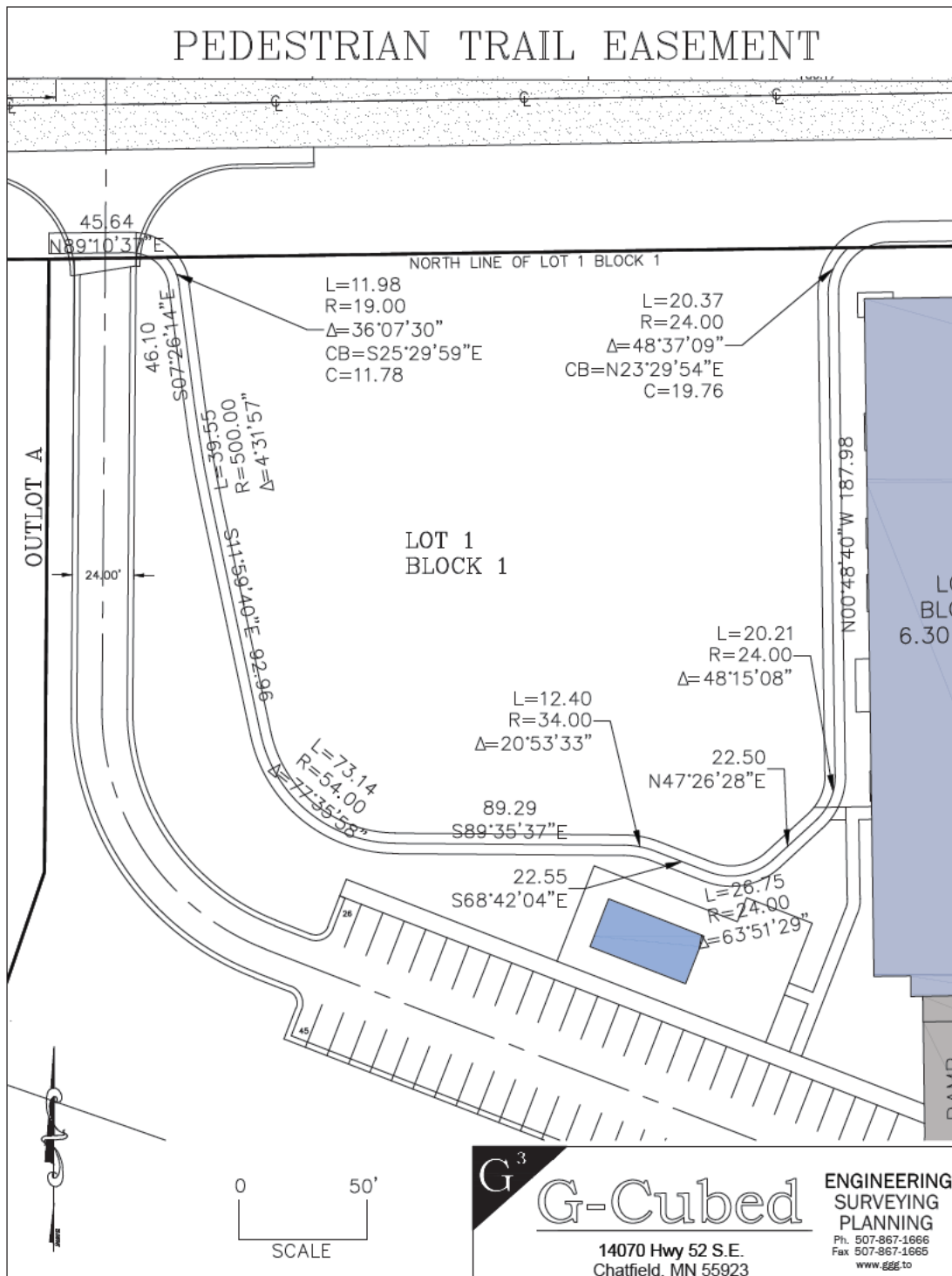
After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

A perpetual easement for a public trail over, under, and across that part of Lot 1, Block 1, THE CROSSINGS AT INVER WOODS, according to the recorded plat thereof, on file in the office of the County Recorder, Dakota County, Minnesota, described as being a strip of land 12.00 feet in width lying 6.00 feet on each side, parallel, adjacent, and continuous to the following described centerline: Commencing at the northwest corner of said Lot 1, Block 1, THE CROSSINGS AT INVER WOODS; thence North 89°10'37" East, along the north line of said Lot 1, a distance of 45.64 feet to the point of beginning; thence southeasterly 11.98 feet non-tangential, concave to the southwest, said curve has a radius of 19.00 feet, a central angle of 36°07'30" and the chord of said curve bears South 25°29'59" East 11.78 feet; thence South 07°26'14" East, tangent to said curve, 46.10 feet; thence southeasterly 39.55 feet along a tangential curve, concave to the northeast, said curve has a radius of 500.00 feet and a central angle of 4°31'57"; thence South 11°59'40" East, tangent to said curve, 92.96 feet; thence southeasterly 73.14 feet along a tangential curve, concave to the northeast, said curve has a radius of 54.00 feet and a central angle of 77°35'58"; thence South 89°35'37" East, tangent to said curve, 89.29 feet; thence southeasterly 12.40 feet along a tangential curve, concave to the southwest, said curve has a radius of 34.00 feet and a central angle of 20°53'33"; thence South 68°42'04" East, tangent to said curve, 22.55 feet; thence northeasterly 26.75 feet along a tangential curve, concave to the northwest, said curve has a radius of 24.00 feet and a central angle of 63°51'29"; thence North 47°26'28" East, tangent to said curve, 22.50 feet; thence northeasterly 20.21 feet along a tangential curve, concave to the northwest, said curve has a radius of 24.00 feet and a central angle of 48°15'08"; thence North 00°48'40" West, tangent to said curve, 187.98 feet; thence northeasterly 20.37 feet along a tangential curve, concave to the southeast, said curve has a radius of 24.00 feet, a central angle of 48°37'09" and the chord of said curve bears North 23°29'54" East 19.76 feet to said north line of Lot 1, Block 1 and there terminating.

Said easement shall be prolonged or shortened to begin and terminate on the north line of Lot 1, Block 1, THE CROSSINGS AT INVER WOODS.

EXHIBIT A (CONTINUED)
DEPICTION OF EASEMENT AREA



**RELEASE AND INDEMNIFICATION AGREEMENT
RELATING TO LOT 1, BLOCK 1, THE CROSSINGS AT INVER WOODS,
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS RELEASE AND INDEMNIFICATION AGREEMENT (Agreement) is made this 23rd day of November, 2020, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Crossings IGH, LLC, a Minnesota limited liability company (hereinafter referred to as the “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 Subject Lot. “Subject Lot” means Lot 1, Block 1, The Crossings At Inver Woods, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota. The Subject Lot is located in the City of Inver Grove Heights, Dakota County, Minnesota.

1.4 Landowner. “Landowner” means Crossings IGH, LLC, a Minnesota limited liability company, and its assigns and successors in interest with respect to the Subject Lot.

1.5 Indemnified Parties. “Indemnified Parties” means individually and collectively the City, its successors and assigns, and the agents, consultants, employees, engineers, attorneys and representatives of the City.

ARTICLE 2
RECITALS

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

Recital No. 2. Landowner is constructing various improvements on the Subject Lot including an apartment building, parking lots, access ramps and driveways.

Recital No. 3. The proposed access ramps to the apartment building will be constructed within a low area on the Subject Lot which has the potential to be underwater and flood during a high volume precipitation event. Additionally, drainage on the Subject Lot coming from the east could flood the regional basin located on the Subject Lot during a high volume precipitation event which could cause the culvert under 80th Street to plug.

Recital No. 4. The City has advised the Landowner that the access ramps may be installed in the low area on the Subject Lot if Landowner executes this Release and Indemnification Agreement. The City has further advised the Landowner that the regional basin could flood and cause the culvert under 80th Street to plug during a high volume precipitation event.

Recital No. 5. The Landowner has agreed to execute this Release and Indemnification Agreement.

Recital No. 6. As a condition precedent to approval of the Development Plans defined and identified in the Development Contract between the Landowner and City dated November 23, 2020, the City has requested this Release and Indemnification Agreement. The Landowner acknowledges sufficient consideration for this Release and Indemnification Agreement. Upon execution of this Release and Indemnification Agreement the City will approve the Development Plans identified in the Development Contract, subject to the conditions and terms set forth in the Development Contract, and any amendments thereto.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE:

ARTICLE 3 **AGREEMENTS**

3.1 Release. Landowner hereby releases and discharges forever the Indemnified Parties from all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies including interest, penalties and attorneys fees that may result from, relate to or arise out of any of the following:

- The location, elevation and existence of the access ramps on the Subject Lot.
- Any flooding of the access ramps on the Subject Lot.
- The flooding of the regional basin located on the Subject Lot during a high volume precipitation event.
- The plugging of the culvert under 80th Street during a high volume precipitation event.

3.2 Indemnification. Landowner shall indemnify, defend and hold the Indemnified Parties harmless against and in respect to any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies including interest, penalties and attorneys fees that may result from, relate to or arise out of any of the following:

- The location, elevation and existence of the access ramps on the Subject Lot.
- Any flooding of the access ramps on the Subject Lot.
- The flooding of the regional basin located on the Subject Lot during a high volume precipitation event.
- The plugging of the culvert under 80th Street during a high volume precipitation event.

3.3 Waiver. Landowner hereby forever waives all claims, demands and liabilities against the Indemnified Parties for losses and damages that may result from, relate to or arise out of any of the following:

- The location, elevation and existence of the access ramps on the Subject Lot.
- Any flooding of the access ramps on the Subject Lot.
- The flooding of the regional basin located on the Subject Lot during a high volume precipitation event.
- The plugging of the culvert under 80th Street during a high volume precipitation event.

3.4 Covenant Not To Sue. Landowner hereby covenants not to sue the City with respect to any claims, demands and liabilities for losses and damages that may result from, relate to or arise out of any of the following:

- The location, elevation and existence of the access ramps on the Subject Lot.
- Any flooding of the access ramps on the Subject Lot.
- The flooding of the regional basin located on the Subject Lot during a high volume precipitation event.
- The plugging of the culvert under 80th Street during a high volume precipitation event.

ARTICLE 4 **APPROVAL OF DEVELOPMENT PLANS**

4.1 Approval of Development Plans. Upon execution of this Agreement the City will approve the Development Plans for the Subject Lot, subject to the conditions and terms set forth in the Development Contract dated November 23, 2020, and any amendments thereto.

ARTICLE 5 **MISCELLANEOUS**

5.1 Recording. This Agreement shall be recorded with the Dakota County Recorder against the Subject Lot.

5.2 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Lot and shall be binding upon the successors and assigns of the parties.

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

5.3 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.

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

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 23rd 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

LANDOWNER:
CROSSINGS IGH, LLC

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of November, 2020, before me a Notary Public within and for said County, personally appeared Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the limited liability company.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

**CITY OF INVER GROVE HEIGHTS
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) made this 23rd day of November, 2020, by and between the City of Inver Grove Heights (“City”), a Minnesota municipal corporation, and Soldo Consulting PC Inc., (“Contractor”) a Minnesota corporation.

The City and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

1. Purpose. The purpose of this agreement is to set forth the terms and conditions under which the Contractor will provide certain professional services to the City.

2. Scope of Services. The Contractor agrees to perform the following services: Investigative services related to potential violation of Minn. Stat. Sec. 13.055 or other noncompliance with the requirements of the Minnesota Government Data Practices Act (Minn. Stat. Sec. Cha. 13) involving private personnel data; develop and execute investigation strategy and process; preparation of investigative report and conclusions related to the same; debrief/update City staff and as applicable the City Council related to investigation and conclusions; attend meetings as requested; and assist as requested with any follow-up related to investigation (the “Services.”)

The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities and will perform the Services with reasonable care and skill.

The Contractor shall not perform any additional Services without the express written permission of the City.

3. Term. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with the terms of this Agreement, until the Completion Date, which shall be on or before January 31, 2021. The term may be extended by written consent of the parties.

The City may terminate this Agreement for convenience at any time. Termination shall be effective upon ten (10) days’ written notice to the Contractor.

The Contractor may terminate this Agreement if the City is in breach of any material obligation contained in this Agreement, which is not remedied by the City within ten (10) days of written notice.

The Parties may voluntarily terminate this Agreement at any time by mutual agreement.

In the event of termination, the City shall only be responsible to pay for the Services satisfactorily performed by the Contractor to the effective date of termination, as described in the final invoice to the City.

4. Compensation. As consideration for the provision of the Services, the City agrees to pay the Contractor as follows: an hourly rate of one hundred forty-five dollars (\$145.00) per hour, which is Contractor's discounted municipal rate.

Contractor shall submit monthly payment invoices to the City after such Services have been completed.

Each invoice shall include in detail the hours worked and a description of the Services performed.

If the City objects to all or any portion of any invoice, the City shall notify the Contractor of the dispute with ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute. Any dispute shall be settled in accordance with Paragraph 8 of this Agreement.

5. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the Services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.

6. Insurance Requirements.

The Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. General Liability. The Contractor agrees to maintain Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as an additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain Commercial Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000.
- C. Professional (Errors and Omissions) Liability Insurance. The Contractor will maintain professional liability insurance for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under this Agreement. The Contractor is required to carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the

effective date of this Agreement and the Contractor shall maintain such insurance for a period of at least two (2) years, following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by the Contractor to fulfill this requirement.

D. Workers' Compensation. Workers compensation in accordance with applicable laws.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement.

Contractor agrees that the requisite insurance coverage shall not be cancelled by Contractor without at least (30) days advanced written notice to the City, or ten (10) days' written notice for nonpayment of premium.

7. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Contractor's negligence or the Contractor's failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

8. Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Dakota County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Contractor, and shall continue in that order until one name remains.
- B. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may pursue any legal remedy.

9. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.
- F. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the City.
- G. Government Data/Privacy. The Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Contractor understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13, and the Contractor must comply with those requirements as if it were a government entity. Contractor shall maintain the data on individuals which it receives according to the statutory provisions applicable to the data. This does not create a duty on the part of the Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.
- H. Audits. Pursuant to Minn. Stat. Section 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices that are relevant to this Agreement, are subject to examination by the City and either the Legislative Auditor or the State Auditor for a minimum of six years from the end of this Agreement.
- I. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- J. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City: City of Inver Grove Heights

Attn: City Administrator
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Notice to Contractor: Soldo Consulting PC Inc.
8163 Galway Circle
Woodbury, MN 55125

- K. Force Majeure. Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of *force majeure*. "*Force majeure*" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.
- L. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.
- M. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

City of Inver Grove Heights, Minnesota

By: _____
George Tourville
Its: Mayor

Attest: _____
Rebecca Kiernan
Its: City Clerk

Contractor

Soldo Consulting, PC Inc

By: Michelle Soldo

Its: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 23, 2020
 Item Type: Consent
 Contact: Chief Judy Thill, Fire Dept.
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: Melissa Chiodo, Police Chief
 Judy Thill, Fire Chief

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 acceptance of a separate \$1,000.00 donation to the Inver Grove Heights Police department and a \$1,000 donation to the Inver Grove Heights Fire Department, from a City resident who wishes to remain anonymous, and direct those donations to the fire department's equipment fund and the police department's K-9 fund.

SUMMARY:

November 2020, the Fire and Police departments received correspondence from an Inver Grove Heights resident who wishes to remain anonymous. Enclosed were two checks, one payable to the Fire Department and the other to the Police Department. Each check is in the amount of \$1,000.

The donor has expressed gratitude to the fire and police departments for their service to the community. The donor has suggested that the funds be used for departmental needs not otherwise funded.

Fire and Police Staff sincerely thank this resident for these generous donations!

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 23, 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 Positive Pressure Fan to Municipal Emergency Services, Inc. (MES) for \$5,659.00.

SUMMARY

With the purchase of the recent combined Engine/Tender truck, we need to add a Positive Pressure Fan (PPF) to help complete the “engine” portion of the equipment for it. Due to the large water tank and smaller compartment space, we needed to find a fan small enough to fit into the available compartment space. This model fan is small enough to fit into the compartment space, is battery operated, and will meet the needs of an equipment required by the Insurance Services Office (ISO) to classify this truck as an engine.

We received two quotes for a PPF, Model EL_55ZDC RAMFAN EX50Li. One quote was from Municipal Emergency Services, Inc. (MES) for \$5,659.00 and the other was from MacQueen for \$6,012.19. Since the quotes are for the same fan, we recommend going with the lowest quote from MES.

Staff recommends purchasing the PPF from Municipal Emergency Services, Inc. for the cost of \$5,659.00. The funds are in the 2020 budget.



Date	10/28/2020
Quote #	QT1415165
Expires	11/27/2020
Sales Rep	Mehl, Shelley E
PO #	EMAIL ATTACHED
Shipping Method	FedEx Ground

ERIC BERGUM
INVER GROVE HEIGHTS FIRE DEPARTMENT
9200 Courthouse Blvd
Inver Grove Heights MN 55077
United States

ERIC BERGUM
INVER GROVE HEIGHTS FIRE DEPARTMENT
9200 Courthouse Blvd
Inver Grove Heights MN 55077
United States

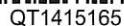
Subtotal	5,659.00
Shipping Cost (FedEx Ground)	0.00
Total	\$5,659.00

FREIGHT NOT INCLUDED IN PRICES SHOWN.

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





4817 Viking Blvd NE
Ste 102
East Bethel, MN 55092

Quote

Date	Estimate #
11/3/2020	5553

Name / Address
Inver Grove Heights Fire Dept 9200 Courthouse Blvd. Inver Grove Heights, MN 55077

Project

Item	Description	Qty	Rate	Total
EUR EL-55ZAC	RAMFAN EX50Li FAN INFORMATION AND PRICING: RamFan Model EX50Li Battery Operated Blower Fan "Zero Downtime Pkg" Includes: (1) EL5500 AC-DC Variable Speed Blower Fan, 85-260 VAC, 40 VDC, 18 inch Fan (1) EL600K Truck Compartment Mount and Tiedowns for EX50Li Fan (1) EL6013 Shoulder Strap for EX50Li Fan (4) R2-360-AH-U Battery Pack, 40V 6Ah for EX50Li Fan (1) R2C-5500AC Dual Battery Charger, Li-Ion, 40V 3A, 115/240VAC, 5-15P ***THIS ESTIMATE DOES NOT INCLUDE THE COST OF SHIPPING***	1	6,012.19	6,012.19
Quote Valid for 30 Days			Total	\$6,012.19

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Continue 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 23, 2020

Item Type: Public Hearing Continuation

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

Continue 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 reviewed 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 held 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. Mr. Foster (Ace in the Hole) contacted the city about notice.

On November 9, 2020, the City council opened the Public Hearing and received all Public Comments received by November 9, 2020. The Council continued the Public Hearing to November 23, 2020. The City sent Notice of the November 23, 2020 Hearing Continuation and a November 19, 2020 Informational Meeting to complete the hearing process.

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-me

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.

WHEREAS, the City Council opened the November 9, 2020 Hearing, Received Public Testimony and took action to continue the Public Hearing to 7pm on November 23, 2020, and

WHEREAS, the City sent notice to affected property owners that the Public Hearing was continued to November 23, 2020.

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 23, 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 23rd day of November 2020

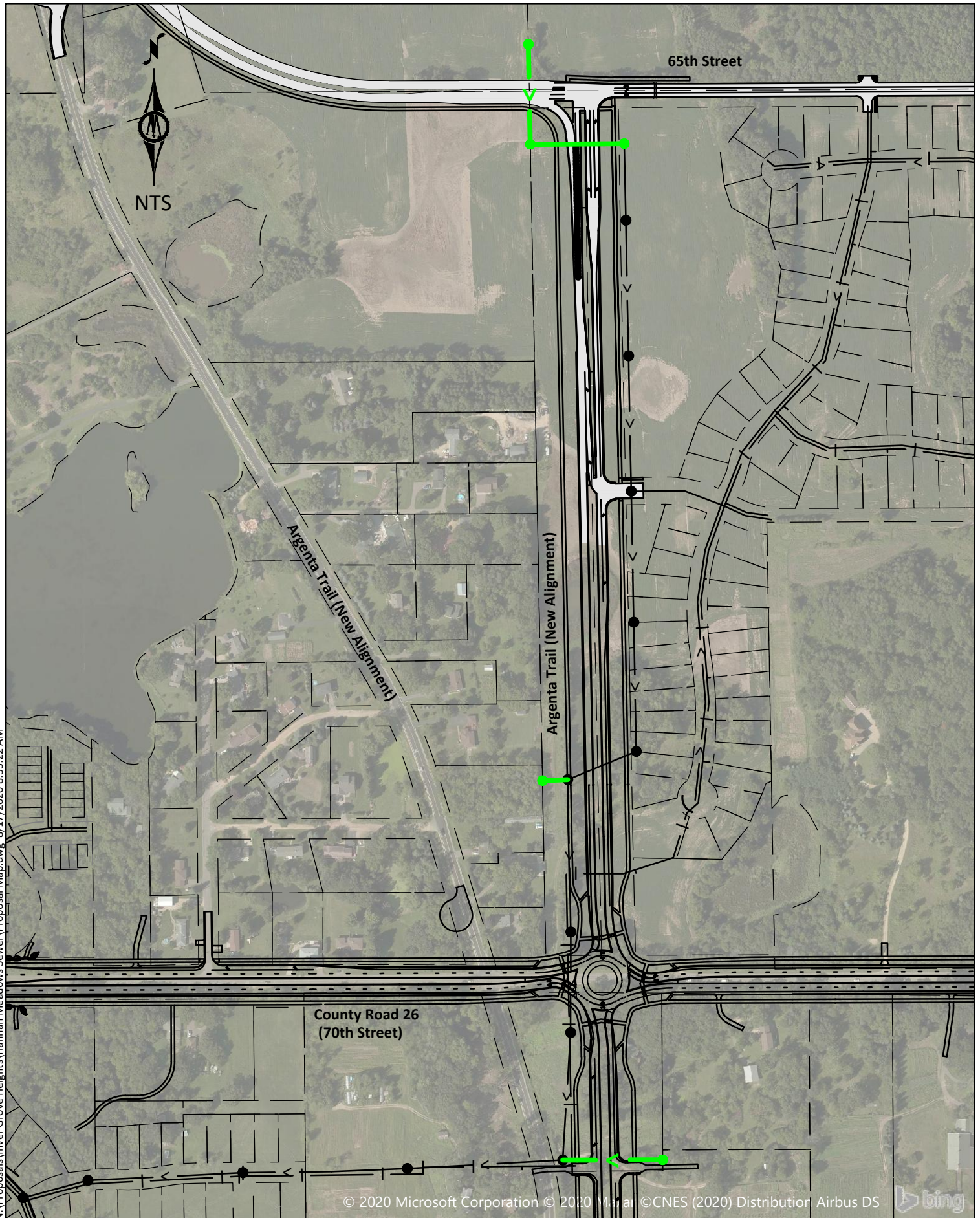
George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



N:\Proposals\Inver Grove Heights\Hannah Meadows Sewer\Proposal Map.dwg 8/17/2020 8:21:46 AM



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.

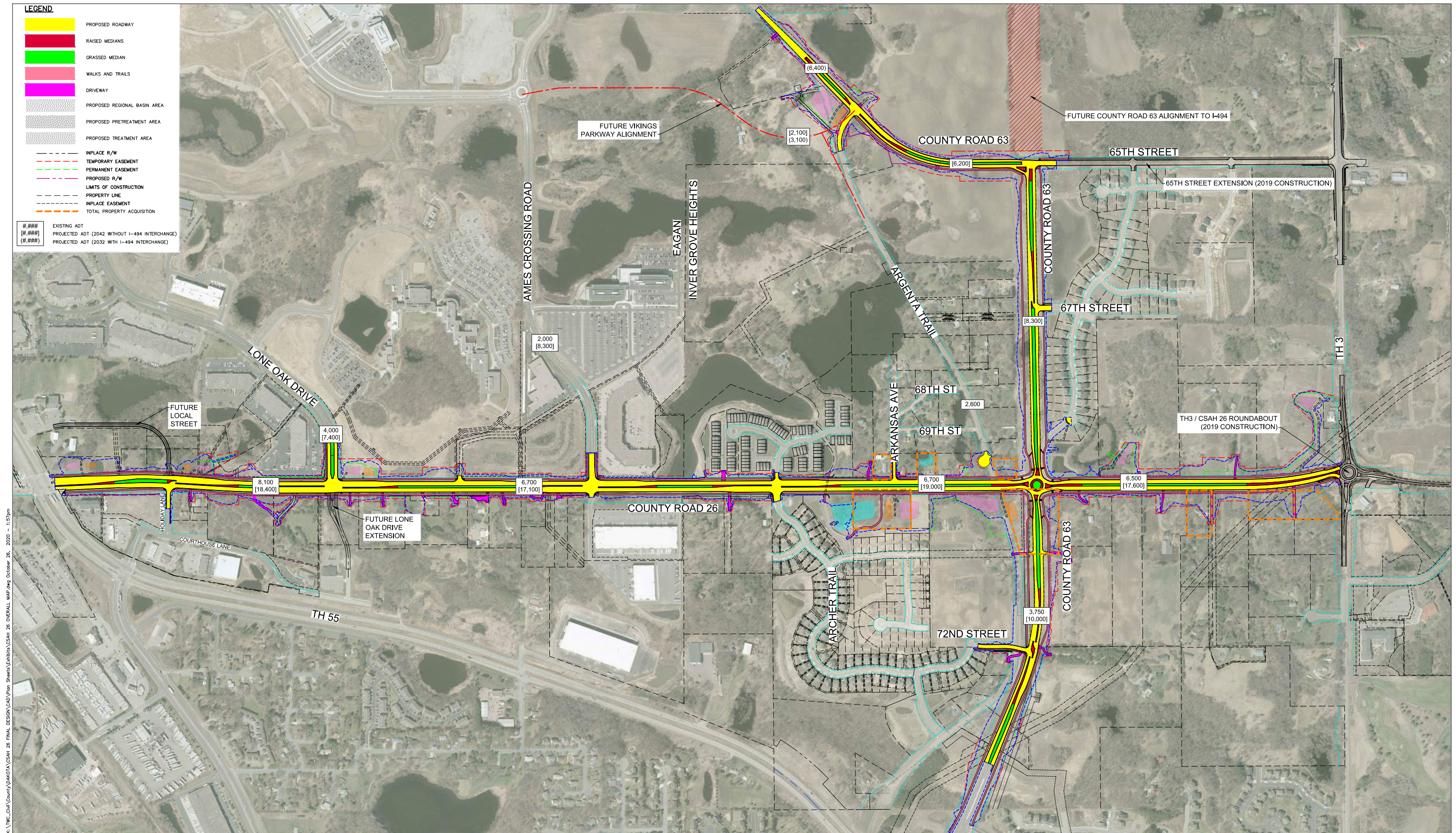
Project Funding by Revenue Source

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

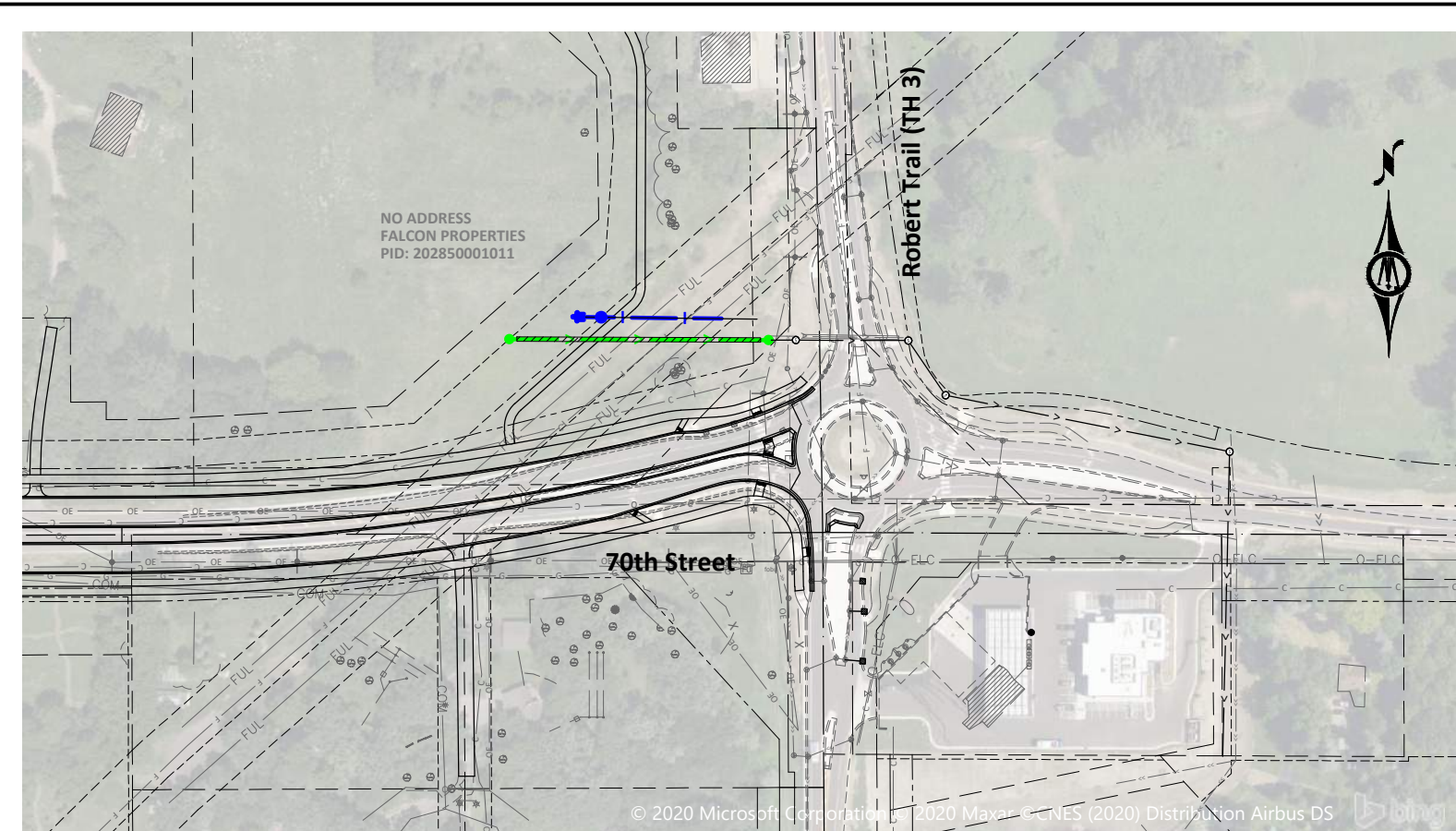
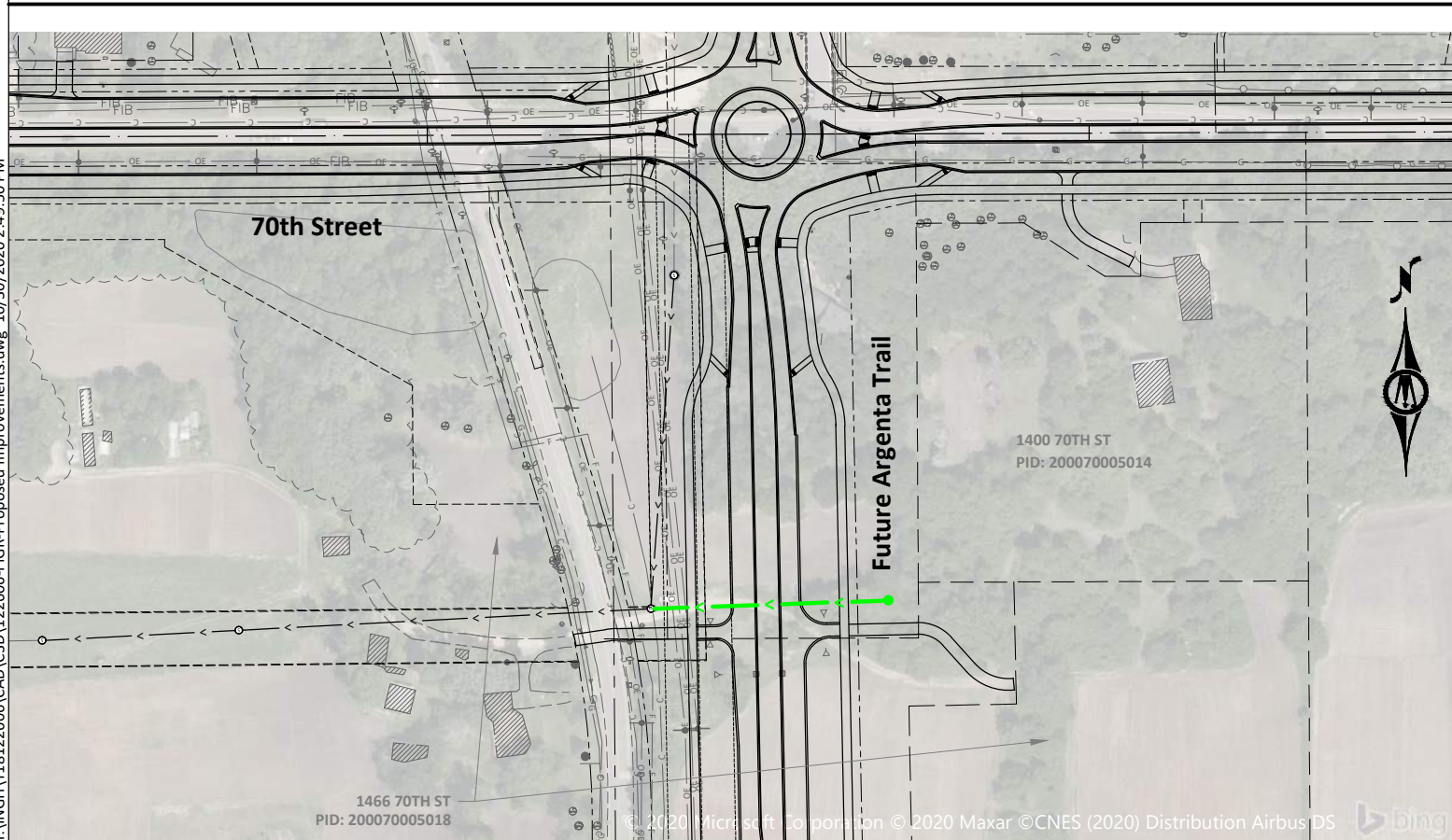
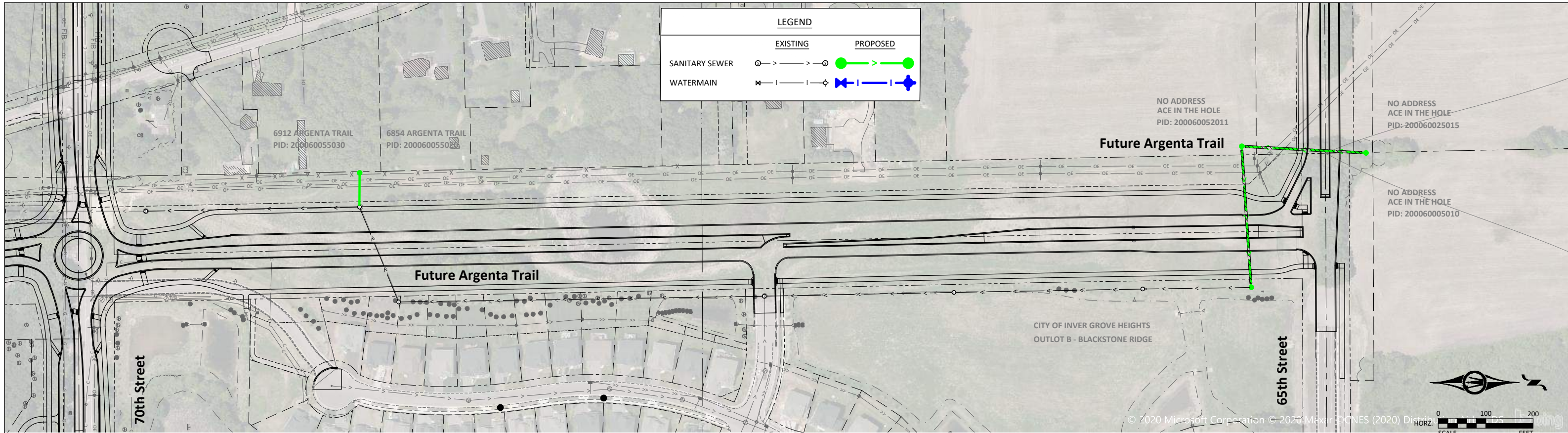


LEGEND

- 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



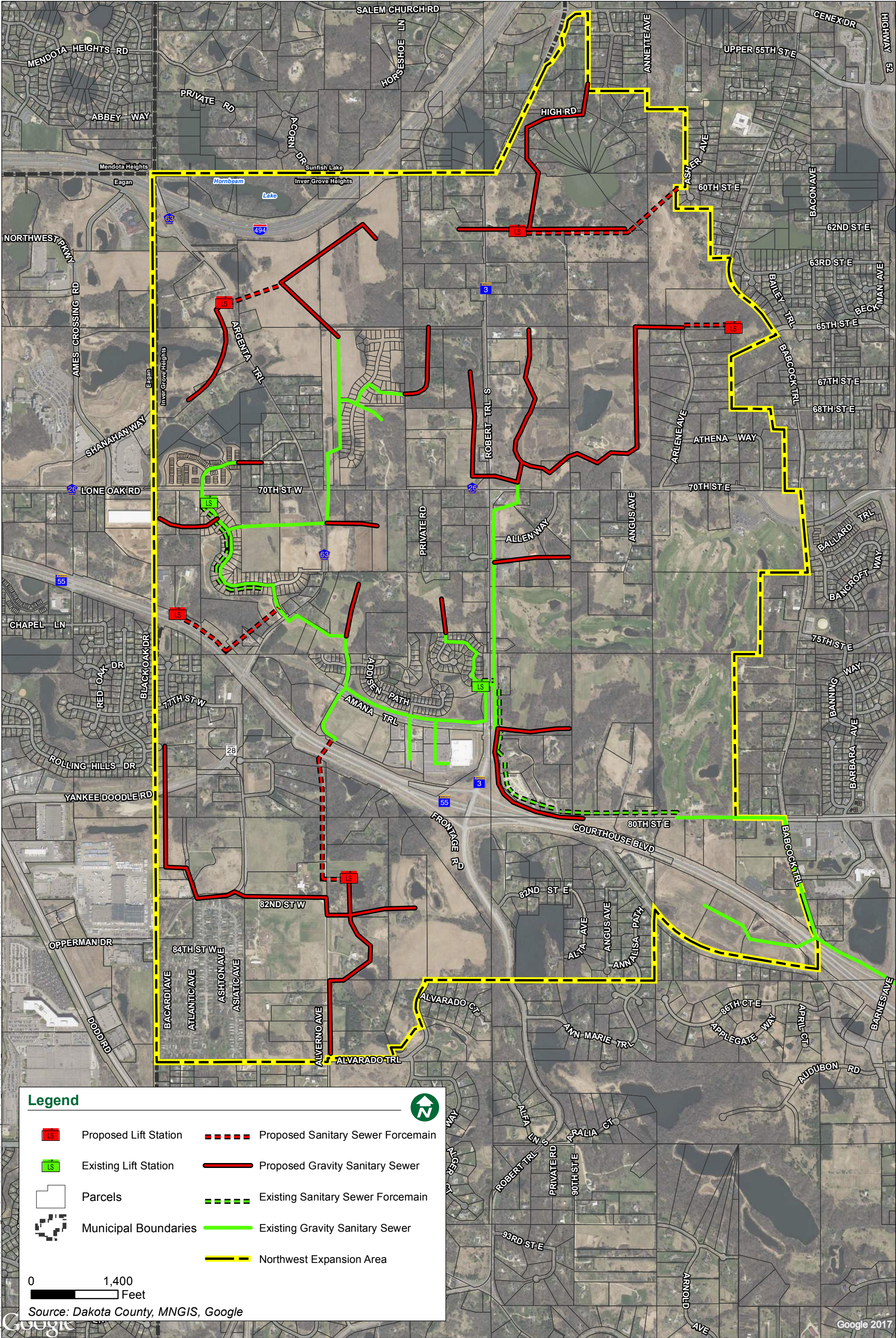
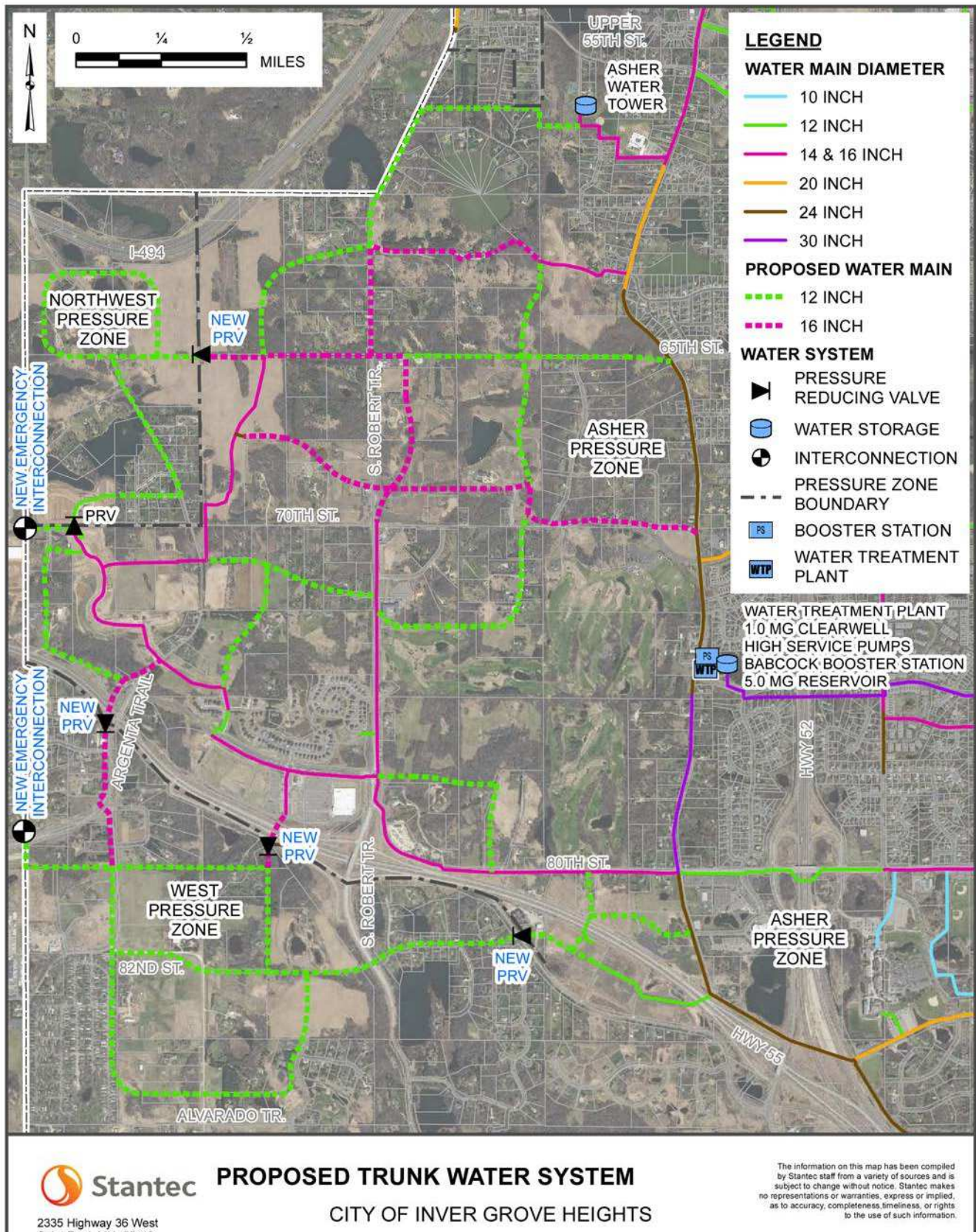
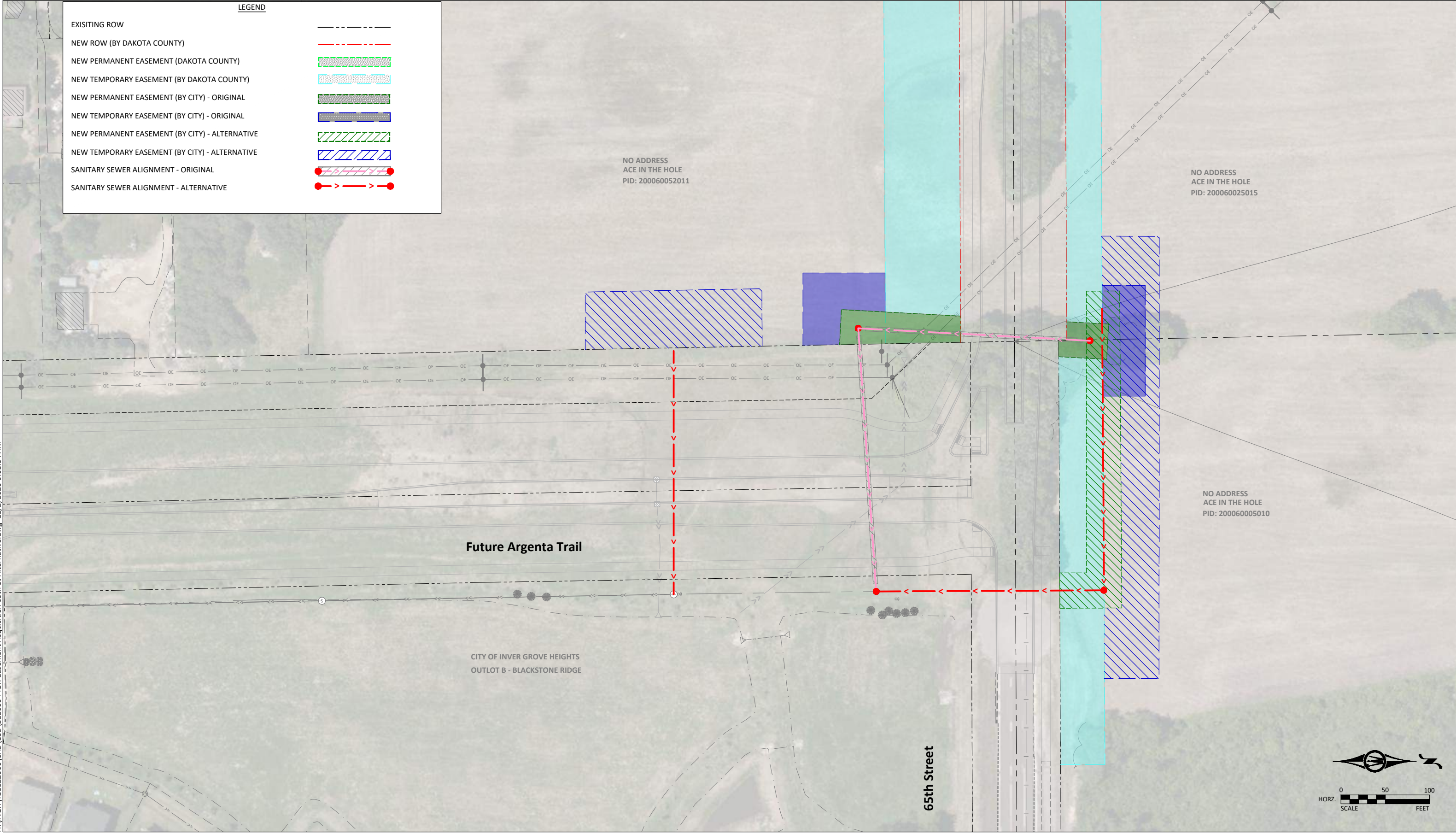


Figure 8-2: Future Proposed Water System (Source: Stantec)





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

Consider Second Reading of an Ordinance Amending Inver Grove Heights City Code, Title 8, Chapter 6, Related to Solid Waste Collection and Disposal

Meeting Date: November 23, 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 Second 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 City Council held and approved the first reading of the ordinance at the November 9, 2020 City Council Meeting. Dakota County Waste Regulation staff have reviewed the proposed ordinance amendments and have provided an additional round of feedback to city staff since the first reading of the ordinance amendment. The suggested changes were to:

- Remove specific labeling requirements included for multi-unit residential buildings and large event venues and instead include that labeling be consistent with Dakota County's solid waste abatement messaging, as these are subject to change.
- Remove generator requirements from the proposed changes as the County will oversee compliance
- Update definition of "mixed municipal solid waste" to apply to both "mixed municipal solid waste" and "municipal solid waste" for consistency and clarification purposes

The County's suggested changes are incorporated into the Ordinance Amendment. The attached Ordinance, revised by the City's Attorney's office, indicates all proposed amendments to Title 8, Chapter 6 of the City Code.

RECOMMENDATION

Staff recommend approval of the second 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/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 designated 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: MIXED 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 in a manner that is consistent with Dakota County's solid waste abatement messaging.
 - 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.
 - a. 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.
 - b. Ensure all trash, recyclables, and organics collection containers are clearly labeled or marked in a manner that is consistent with Dakota County's solid waste abatement messaging.
 - c. 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.
 - d. 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)

8-6-~~86~~: 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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Second Reading of Ordinance Amending Title 9, Chapter 2 Related to the Fire Prevention Code

Meeting Date: November 23, 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 second reading of the attached Ordinance Amending Title 9, Chapter 2, Related to the Fire Prevention Code. No changes have been made to the Ordinance since its first reading on November 9, 2020.

**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 Cecode 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~~506.1 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 Second Reading of Ordinance Amending Title 9, Chapter 1 Related to the State Building Code

Meeting Date:	November 23, 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 second reading of the attached Ordinance Amending Title 9, Chapter 1, Related to the State Building Code. No changes have been made to the Ordinance since its first reading at the November 9th Council Meeting.

**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".~~

~~C. 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.

~~D. 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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 23, 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 Second reading of an ordinance amending Title 5 Chapter 4, Section 6 of the current City ordinance 5-4-6 DANGEROUS AND POTENTIALLY DANGEROUS DOG.

SUMMARY:

On November 9, 2020, at a regular City Council meeting, I provided a draft of the proposed changes to the Dangerous and Potentially Dangerous Dog City Ordinance. During that meeting, the Mayor and City Council requested that I post the changes to the ordinance on social media to get community feedback. The community responses received were all positive. No revisions were requested or made.

Attached is a clean version of the new proposed ordinance that was prepared by the City Attorney's Office.

**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

Approve Final Allocations of CARES Allotment per Spending Plan

Meeting Date: November 23, 2020
 Item Type: Regular Agenda
 Contact: Amy Hove, 651-450-2521
 Prepared by: Amy Hove, Finance Director
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

To Approve Final Allocations of CARES Allotment per Spending Plan

SUMMARY

On July 29, 2020, the City received a distribution of \$2,665,614 in Federal CARES funding (Coronavirus Relief Fund-CRF) from the State. At the September 8, 2020 work session, Council reviewed eligibility requirements and identified four major priorities for allocation:

1. Cover unbudgeted city costs – related to public health protective measures, teleworking technology
2. Provide economic support to the IGH Community – small business assistance and nonprofit assistance grant programs, refund of liquor license fees, assistance to Convention & Visitor's Bureau
3. Expand and improve upon the city's online services – purchase additional CityView modules to expand online options for safety of residents, businesses, and staff
4. Reimbursement of public safety payroll costs due to substantially different nature of work
 - Last and final category used for allocating funds. Public safety payroll costs for the period of March 1 – November 15 were estimated at just over \$5.2 million. Any dollars remaining from the first three categories would be used towards these costs.

On September 14, 2020, Council adopted the plan based on these priority estimates:

Unbudgeted City Costs	\$ 467,476
Economic Support	458,120
Enhanced Online Services	125,000
Public Safety Payroll	<u>1,615,018</u>
	\$ 2,665,614

At the November 2, 2020 Work Session staff provided an update to Council on spending through September and adjustments that were anticipated within the plan (additional funding sources to help offset plan needs, potential savings on projects and unused programming dollars).

The deadline for use of the City's CARES dollars was November 15, 2020. Any costs incurred and paid after that date are not eligible for reimbursement. Exhibit A is attached and provides a final breakdown of how the city's dollars were allocated based on the City's Spending Plan.

Staff recommend approval of the final allocations provided for in Exhibit A.

EXHIBIT A
CORONAVIRUS RELIEF FUND (CRF) SPENDING PLAN
FOR THE CITY OF INVER GROVE HEIGHTS

Priority Category	Original Estimates	Final Allocations	Difference
Unbudgeted City Costs	\$ 467,476	\$ 241,478	\$ (225,998)
Economic Support	458,120	395,088	(63,032)
Enhanced Online Services	125,000	130,385	5,385
Public Safety Payroll	<u>1,615,018</u>	<u>1,898,663</u>	<u>283,645</u>
Total CRF Allocation *	\$ 2,665,614	\$ 2,665,614	\$ 0

** Any interest earned on the City's \$2,665,614 in CRF funds will be allocated towards Public Safety Payroll; interest allocation has not yet occurred.*

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Awarding the Sale of General Obligation Improvement Refunding Bonds, Series 2020A, in the Original Aggregate Principal Amount of \$1,675,000; Fixing Their Form and Specifications; Directing Their Execution and Delivery; Providing for Their Payment; and Providing for the Redemption of Bonds Refunded thereby

Meeting Date: November 23, 2020
 Item Type: Regular Agenda
 Contact: Amy Hove 651-450-2521
 Prepared by: Amy Hove, Finance Director
 Reviewed by: Jenny Boulton, Bond Counsel
 Jason Aarsvold, Ehlers Rep.

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

To approve the resolution providing awarding the sale of \$1,675,000 General Obligation Improvement Bonds, Series 2020A.

SUMMARY

On October 12, 2020 Council approved a resolution providing for the sale of \$1,675,000 General Obligation Improvement Bonds to finance a current refunding of the City's Series 2010B Improvement Bonds.

Proposals will be tabulated by Ehlers on Monday, November 23, 2020 and results will be provided to Council later that evening. Council will be asked to approve the issuance and sale based on these results.

A draft resolution has been provided by Kennedy & Graven, Chartered.

Extract of Minutes of Meeting
of the City Council of
the City of Inver Grove Heights, Dakota County, Minnesota

Pursuant to due call and notice thereof a regular meeting of the City Council of the City of Inver Grove Heights, Minnesota, was duly called and held via teleconference in said City on Monday, the 23rd day of November, 2020, at 7:00 o'clock P.M. The teleconference was held in accordance with Minnesota Statutes, Section 13D.021.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Improvement Refunding Bonds, Series 2020A, to be issued in the original aggregate principal amount of \$1,675,000.

The City Finance Director presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals are as set forth in **EXHIBIT A** attached hereto.

After due consideration of the proposals, Member _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. 20- _____

**AWARDING THE SALE OF GENERAL OBLIGATION
IMPROVEMENT REFUNDING BONDS, SERIES 2020A, IN THE
ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,675,000;
FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING
THEIR EXECUTION AND DELIVERY; PROVIDING FOR
THEIR PAYMENT; AND PROVIDING FOR THE REDEMPTION
OF BONDS REFUNDED THEREBY**

BE IT RESOLVED By the City Council (the “City Council”) of the City of Inver Grove Heights, Dakota County, Minnesota (the “City”), as follows:

Section 1. Sale of Bonds.

1.01. Authorization for Sale of Bonds. Pursuant to Minnesota Statutes, Chapters 429 and 475, as amended, the City issued its General Obligation Improvement Bonds, Series 2010B in the original aggregate principal amount of \$4,885,000, dated October 6, 2010, the February 1, 2021 through and including February 1, 2027 maturities of which are callable at any time (the “Prior Bonds”). Proceeds of the Prior Bonds were used to finance the 2009 Pavement Management Program, City Project No 2010-09D – Urban Street Reconstruction Project (South Grove Area 5) (the “2010 Improvements”). The Prior Bonds are currently outstanding in the principal amount of \$1,985,000, all of which is subject to optional redemption on any date. The City is authorized by Minnesota Statutes, Section 475.67 to issue and sell its general obligation bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the City Council to be necessary and desirable for the reduction of debt service or interest cost or the adjustment of maturities of outstanding issues of bonds. The City finds it necessary and desirable for the reduction of debt service costs to the City to issue its General Obligation Improvement Refunding Bonds, Series 2020A (the “Bonds”), in the original aggregate principal amount of \$1,675,000, to refund the Prior Bonds.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____, _____, _____ (the “Purchaser”) to purchase the Bonds, is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$_____ (par amount of \$1,675,000.00, plus original issue premium of \$_____, less underwriter’s discount of \$_____), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2022	%	2025	%
2023		2026	
2024		2027	

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Redemption Fund hereinafter created, as determined by the City Finance Director upon consultation with the City’s

municipal advisor. The Mayor and City Clerk are authorized to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds to the Purchaser pursuant to the Act, in the original aggregate principal amount of \$1,675,000, originally dated the date of fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 and upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	\$405,000	2025	\$250,000
2023	255,000	2026	255,000
2024	250,000	2027	260,000

1.05. Optional Redemption. The City may elect on February 1, 2025, and on any day thereafter to prepay Bonds due on or after February 1, 2026. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2021, to the registered owners of record thereof as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the

designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver any new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) in accordance with the requirements of DTC to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for

redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Mayor and the City Clerk are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the City Finance Director or a designee must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Clerk, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as **EXHIBIT B**.

3.02. Approving Legal Opinion. The City Finance Director is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Bond.

Section 4. Funds and Accounts; Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Improvement Refunding Bonds, Series 2020A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the City Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. There is appropriated to the Debt Service Fund (i) capitalized interest financed from Bond proceeds, if any (ii) any amount over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (iii) the accrued interest paid by the Purchaser upon closing and delivery of the Bonds, if any; (iv) proceeds of the ad

valorem taxes hereinafter levied (the “Taxes”) for the payment of the Bonds; (v) special assessments (the “Assessments”) levied for the Improvements refinanced with the proceeds of the Bonds; and (vi) any and all other money which are properly available and are appropriated by the City Council to the Debt Service Fund. There is also appropriated to the Debt Service Fund: (a) any balance remaining after December 29, 2020 (the “Redemption Date”) in the debt service fund created by the resolution adopted by the City Council awarding the sale of the Prior Bonds and providing for their payment (the “Prior Resolution”); (b) after the Redemption Date, all taxes collected with respect to the Prior Bonds pursuant to levies made in the Prior Resolution, which levies will not be cancelled except as permitted by Section 475.61, subdivision 3 of the Act, as further provided in Section 4.06; and (c) any balance remaining in the Redemption Fund established pursuant to Section 4.02 after the Redemption Date.

4.02. Redemption Fund. Proceeds of the Bonds, together with any other funds appropriated for the redemption and prepayment of the Prior Bonds, less the appropriations made in Section 4.01, shall be deposited in a separate fund (the “Redemption Fund”) to be used solely to redeem and prepay the Prior Bonds on the Redemption Date. Any balance remaining in the Redemption Fund after the redemption of the Prior Bonds on the Redemption Date, shall be deposited in the Debt Service Fund.

4.03. Prior Debt Service Fund. The debt service fund heretofore established for the Prior Bonds pursuant to the Prior Resolution, shall be closed following the redemption of the Prior Bonds, and all monies therein shall be transferred to the Debt Service Fund herein created.

4.04. Prior Resolution Pledges. The pledges and covenants of the City made by the Prior Resolution relating to the Improvements financed with the proceeds of the Prior Bonds and the levy and collection of special assessments against property benefited by the Improvements and ad valorem taxes are restated and confirmed in all respects. The provisions of the Prior Resolution are hereby supplemented to the extent necessary to give full effect to the provisions hereof.

4.05. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of money in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.06. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Bonds, there is hereby levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts attached hereto as **EXHIBIT C**.

4.07. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collection of the foregoing Taxes and Assessments will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrepealable until the Bonds are paid, provided that at the time the City makes its annual tax levies the City Clerk may certify to the County Auditor/Treasurer the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor/Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.

4.08. Cancellation of Levy for Prior Bonds. Following the payment in full of all outstanding principal of and interest due on the Prior Bonds on the Redemption Date, the City Clerk is hereby directed to

certify such fact to and request the County Auditor/Treasurer of Dakota County, Minnesota (the “County Auditor”) to cancel any and all tax levies made for the Prior Bonds pursuant to the Prior Resolution for collection in 2021 and thereafter.

4.09. Certificate of County Auditor as to Registration. The City Clerk is authorized and directed to file a certified copy of this resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding of Prior Bonds; Findings; Redemption of Prior Bonds.

5.01. Purpose of Refunding; Findings. The Prior Bonds will be called for redemption on the Redemption Date, in the principal amount of \$1,985,000. It is hereby found and determined that based upon information presently available from the Municipal Advisor, the issuance of the Bonds, the proceeds of which will be used to refund the Prior Bonds, is consistent with covenants made with the holders of the Prior Bonds and is necessary and desirable for the reduction of debt service cost to the City.

5.02. Sufficiency of Proceeds of Bonds. It is hereby found and determined that the proceeds of the Bonds deposited in the Redemption Fund, together with funds on hand in the debt service funds established for the Prior Bonds, will be sufficient to prepay all of the principal of, interest on, and redemption premium, if any, on the Prior Bonds on the Redemption Date.

5.03. Notice of Call for Redemption. The Prior Bonds will be redeemed and prepaid on the Redemption Date in accordance with their terms and in accordance with the terms and conditions set forth in the form of Notice of Call for Redemption attached hereto as **EXHIBIT D**, which terms and conditions are hereby approved and incorporated herein by reference. The registrar for the Prior Bonds is authorized and directed to send a copy of the Notice of Call for Redemption to each registered holder of the Prior Bonds at least 30 days prior to the Redemption Date.

Section 6. Authentication of Transcript.

6.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

6.02. Certification as to Official Statement. The Mayor, the City Clerk and Finance Director, or any of them, are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement, as of the date thereof, is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.03. Other Certificates. The Mayor, the City Clerk and Finance Director, or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and the City Clerk shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

6.04. Electronic Signatures. The electronic signature of the Mayor and/or the City Clerk to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

6.05. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Old National Bank, Chaska, Minnesota on the closing date for further distribution as directed by the City’s municipal adviser, Ehlers & Associates, Inc.

Section 7. Tax Covenants.

7.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

7.02. Rebate. The City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States (unless the Bonds qualify for an exemption from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

7.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

7.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(b) the Prior Bonds were previously designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, the average maturity of the Bonds is not longer than the average maturity of the Prior Bonds and the Bonds mature not later than 30 years after the date the Prior Bonds were issued and therefore the portion of the Bonds which does not exceed the outstanding principal amount of the Prior Bonds is deemed designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the City hereby designates the portion of the Bonds exceeding the \$1,985,000 outstanding principal balance of the Prior Bonds, collectively, as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2020 will not exceed \$10,000,000; and

(f) not more than \$10,000,000 of obligations issued by the City during calendar year 2020 have been designated for purposes of Section 265(b)(3) of the Code; and

(g) the aggregate face amount of the issue of the Bonds is not greater than \$10,000,000.

7.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 8. Book-Entry System; Limited Obligation of City.

8.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Clerk will promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and the City Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 10. Defeasance. When all Bonds and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said

obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A
PROPOSALS

EXHIBIT B
FORM OF BOND

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF INVER GROVE HEIGHTS

GENERAL OBLIGATION IMPROVEMENT REFUNDING BOND
SERIES 2020A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	February 1, 20__	December 15, 2020	_____

Registered Owner: CEDE & CO.

The City of Inver Grove Heights, Minnesota, a duly organized and existing municipal corporation in Dakota County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal amount specified above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360-day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2021, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar, Authenticating Agent and Paying Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2025, and on any day thereafter to prepay Bonds due on or after February 1, 2026. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$1,675,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, denomination and redemption privilege, all issued pursuant to a resolution adopted by the City Council of the City (the "City Council") on November 23, 2020 (the "Resolution"), for the purpose of refunding certain outstanding general obligation bonds of the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429 and 475, as amended, specifically Section 475.67, subdivision 3. The principal hereof and interest hereon are payable in part from special assessments against property specially benefited by local improvements, and in part from ad valorem

taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments and taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Inver Grove Heights, Dakota County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and the City Clerk of the City of Inver Grove Heights and has caused this Bond to be dated as of the date set forth below.

Dated: December 15, 2020

**CITY OF INVER GROVE HEIGHTS,
MINNESOTA**

(Facsimile)
Mayor

(Facsimile)
City Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

Custodian _____

TEN ENT -- as tenants by entireties

(Cust) _____ (Minor)
under Uniform Gifts or Transfers to Minors
Act, State of _____

JT TEN -- as joint tenants with right of
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of
Officer of Registrar

December 15, 2020

Cede & Co.
Federal ID #13-2555119

EXHIBIT C
TAX LEVY SCHEDULE

<u>Year*</u>	<u>Amount</u>
2021	\$
2022	
2023	
2024	
2025	
2026	

** Collection Year*

EXHIBIT D

**NOTICE OF CALL FOR REDEMPTION FOR THE
SERIES 2010B BONDS**

\$4,885,000

CITY OF INVER GROVE HEIGHTS, MINNESOTA
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2010B

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Inver Grove Heights, Minnesota (the "City"), there have been called for redemption and prepayment on

December 29, 2020

all outstanding bonds of the City designated as General Obligation Improvement Bonds, Series 2010B, dated as of October 5, 2010, having stated maturity dates of February 1 in the years 2021 through 2027, both inclusive, totaling \$1,985,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2021	\$370,000	461219 TP2
2022	375,000	461219 TQ0
2024*	475,000	461219 TS6
2027*	765,000	461219 TV9

**Term Bond*

The bonds are being called at a price of par plus accrued interest to December 29, 2020, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the office of Bond Trust Services Corporation, 3060 Centre Pointe Drive, Roseville, Minnesota 55113, on or before December 29, 2020.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the redemption date, unless the paying agent is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9, will satisfy the requirements of this paragraph.

Dated: _____, 2020.

**BY ORDER OF THE CITY COUNCIL OF
THE CITY OF INVER GROVE HEIGHTS,
MINNESOTA**

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) SS.
)
CITY OF INVER GROVE HEIGHTS)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Inver Grove Heights, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on Thursday, November 23, 2020, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Improvement Refunding Bonds, Series 2020A, in the original aggregate principal amount of \$1,675,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this ____ day of November, 2020.

City Clerk
City of Inver Grove Heights, Minnesota

STATE OF MINNESOTA
COUNTY OF DAKOTA

CERTIFICATE OF TAXPAYER
SERVICES DIVISION MANAGER AS
TO TAX LEVY AND REGISTRATION

I, the undersigned County Auditor/Treasurer of Dakota County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Inver Grove Heights, Minnesota (the "City"), on November 23, 2020, levying taxes for the payment of the City's General Obligation Improvement Refunding Bonds, Series 2020A, issued in the original aggregate principal amount of \$1,675,000, dated as of December 15, 2020, has been filed in my office and said bonds have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2020.

County Auditor/Treasurer
Dakota County, Minnesota

Deputy County Auditor/Treasurer