



Inver Grove Heights City Council
Monday, April 24, 2023 at 6:00 PM
8150 Barbara Ave, Inver Grove Heights, MN 55077

AGENDA

NOTICE TO RESIDENTS: 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, April 24, 2023, will be provided to the Council at or before the April 24, 2023 meeting.

NOTICE OF REMOTE MEETING ATTENDANCE: Councilmember Mary T'Kach is expected to attend this meeting remotely from the following location: Hilton Hotel, Northern Cross, Malahide Road, Dublin, Ireland.

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.** Approve minutes from the April 5, 2023 City Council Work Session.
- B.** Approve minutes from the April 10, 2023 City Council meeting
- C.** Approval of Disbursements
- D.** Personnel Actions
- E.** Amendments to Job Classification Plan
- F.** Approval of Rubbish Hauler License Renewals
- G.** Massage Business and Therapist License Renewals
- H.** Resolution Approving the Final Plat and Related Agreements for 9450 Robert Trail South
- I.** Contract with Conservation Corps of Minnesota for Park and Natural Area Improvements
- J.** Resolutions Accepting Bids, Awarding a Contract and Approving Budgets for Argenta Hills Park (Project No. 2211) and Overlook Ridge Park (City Project No. 2212).
- K.** Resolution Approving Reimbursement Agreement with Metropolitan Council for Project 2022-09I - Carmen Avenue and Claude Way Area Rehabilitation

- L. Approve Contracts for Geotechnical Construction Testing and Survey Services for 2023 Pavement Management Initiative Project Nos. 2022-09 I, J and L
- M. Approve Contracts for Professional Engineering Services Consulting Pool
- N. Renewal of Advertising Bench Permits
- O. Contract with Eliie Mental Health
- P. Memorandum of Understanding between Inver Hills Community College and the Inver Grove Heights Police Department
- Q. Resolution Appointing City Representative and Alternate to MAC Noise Oversight Committee
- R. Resolution Approving Submittal of the Energy Efficiency and Conservation Block Grant (EECBG) Pre-Award Information Sheet

5. **Public Hearing**

6. **Regular Business**

- A. Rental Housing Licenses
- B. Comprehensive Plan Amendment for Endeavor Development located at Argenta Trail and Yankee Doodle Road
- C. Second Reading of Ordinance Amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions
- D. Second Reading of Ordinance Amending City Code to Allow Police Cadets to Issue Certain Citations
- E. Approval of Contract with Stantec for the Preliminary and Final Design of City Project No. 2023-03 - Water Treatment Plant Rehabilitation Improvements
- F. Resolution Amending Application and Contract for FY 2022 Host Community Grant with MN Department of Employment and Economic Development (DEED)
- G. Resolution Authorizing Application for FY 2023 Host Community Grant with MN Department of Employment and Economic Development
- H. Revise 2023 Capital Improvement Plan for the Veteran's Memorial Community Center & Authorize Project Contracts

7. **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.

8. **Mayor and Council Comments**

9. **Adjourn**

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION MEETING
MONDAY, APRIL 5, 2023 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, April 5, 2023, in person. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Dietrich, Council Members: Murphy, Gliva, Scales; Interim City Administrator Amy Hove, City Attorney Bridget McCauley Nason, Deputy City Clerk Katie Malott, Public Works Director Brian Connolly, Community Development Director Heather Rand, Communications Manager Amy Looze, City Engineer Paul Merchlewicz, and Parks and Recreation Director Adam Lares.
Present Via Zoom Video Conferencing: Councilmember T’Kach

3. DISCUSSION ITEMS:

A. Recognition of “Mayor for the Day” Essay Writer

Mayor Dietrich recognized a student living in Inver Grove Heights who was recently selected as an Honorable Mention recipient of the 2022 Mayor for the Day essay competition that was sponsored by the League of Minnesota Cities. She shared that Maria is a 4th grader who was chosen as one of our four Honorable Mentions. Maria was a winner from among more than 500 student essay writers from Grades 4-6, representing all areas of Minnesota.

Maria Ries introduced herself and read aloud the essay she wrote on being Mayor for a Day.

Mayor Dietrich provided Maria with a Certificate of Accommodation.

B. 65th Street Extension (TH 3 to Babcock Trail) and Development of Surrounding Parcels

Public Works Director Brian Connolly discussed the 65th Street extension and the surrounding development options. A key Council priority was to receive an update on the transportation improvements within the northwest area and to provide further discussion with engagement/direction with staff regarding progression of the remaining development of transportation infrastructure previously planned within the northwest area.

The 65th Street extension has been discussed by this and previous Councils dating back to 2016 in its current form. Location:

- From Robert Street to Babcock Trail in the northwest area
 - Under 300 acres surrounding 65th Street to the north, south of the proposed alignment

Planning History:

- Past Comprehensive Plans:
 - 1967 & 1976 showed an east/west connector road in the general area between Highway 3 and Babcock Trail
 - Subsequent comprehensive plans have been put together since that date with every one of them showing an east/west collector road in the area in order to support potential future development
- Northwest Area Alternative Urban Areawide Review (AUAR) was first developed in 2005
 - Updated and revised in 2014 and 2020
- A Regional Roadway System Visioning Study was put together by Dakota County in conjunction with the cities of Eagan, Mendota Heights, Sunfish Lake, and West St. Paul
 - Original study was done in 2010, revised in 2022 when the study was adopted
 - A key component of the inclusion of 65th Street as a future roadway within the city

- A key component of the vision study input data
- Northwest Area Collector Street Plan was developed in 2012
 - Showed 65th Street as one of the key roadway needs within the northwest area
- Referencing Inver Grove Acres Plat, to the east of the section under discussion, located off of Arlene and Athena Way
 - Area was platted in 1982 along with 65th Street
- 65th Street extension Feasibility/Design Report; most recent efforts taken on by City Staff:
 - Takes the high-level planning documents and starts to assign more detailed engineering calculations and cost estimates to what it would cost to build 65th Street along with a survey being done and impacts to the area around 65th Street

Recent Engineering Study Efforts:

- September 2016
 - Council authorized the formal preparation of a Feasibility Study for 65th Street
- March 2020
 - Feasibility Report brought to the Council for discussion and tabled for additional information
- July 2020
 - Feasibility Report was brought back to the Council and tabled due to COVID-19
- February 2022
 - Staff brought the 65th Street discussion to a City Council Work Session
 - Staff received guidance to update the Feasibility Study
- March to June 2022
 1. Feasibility Study was updated, changed, and modified to be a conceptual design and fiscal impact report
 2. Rather than look at it as done with the street projects (feasibility study, authorize a project, and build it):
 - Staff wanted to make it a fiscal impact and conceptual design report to show existing options not knowing what development was coming
 - Development proposals in queue last year did not end up coming to fruition
 - Staff still expected having development interest in the area
 - Several developers have come forward with concept plans regarding potential development proposals that may be coming forward soon
 - Staff lacks direction from Council on how the Council wants to proceed
 - Report has information that allows staff to talk with developers about how much a roadway would cost, how to pay for it, and what is expected of developers
 - Without Council direction there is no way of saying where they would go in the future
- Staff requests Council feedback on the process and on recommendations

Current Engineering Study Efforts:

- Revised the limits of the project:
 1. Instead of being a whole connection from Highway 3 through Babcock, it was truncated the west half of the area (this is where there is development interest)
 2. East of the location is the Harmon Park Preserve and parcels owned by one property owner, Mr. Fee, who is in attendance
 3. Mr. Fee has indicated that he does not have near term interest in developing
 - There is not a need to push a roadway through where there is not active development. (There could be in the future).
- Report focuses on the area prime for development
- Clarify and adapt the current layout to match what developers have brought forward and align the north/south roadway connections in areas both topographically and logistically

- Provide two (2) different cost estimates:
 1. Option 1: Construction prior to development/platting
Would be paying the highest cost of building the road before development gets there. All grading, land acquisition work, and utility extension would need to be done without defrayment of costs from incoming developer fees.
 2. Option 2: Construct after development/platting occurs
The lowest cost option would be to let development occur and reserve right of way and easements. Get stormwater facilities that were dedicated to the city. This saves on land acquisition costs.
The cost would be somewhere in between the above mentioned two.
- Not knowing the types of developments, when they would develop, and what order they would develop, impacts how much the cost of the road would be
- Provided preliminary assessments rolls for both cost estimates
- Updated maps, figures, and text
- Updated funding options/recommendations

65th Street Extension - Benefits:

- Provides east/west roadway connection to serve 230+ acres of developable property
 - Missing link identified in past studies
 - Provides for improved public safety/response needs
 - Provides continuity in the roadway network
- Provides access to major roadways (Highway 3, Argenta Trail, Babcock Trail, Cahill Avenue)
- Roadway alignment provides corridor for utilities:
 - Watermain looping
 - Sanitary Sewer
 - Storm Sewer
 - All basins in the northwest area are landlocked and do not drain anywhere. This creates challenges and issues with development.
 - Private utilities (gas, electric, and communications)
- Putting development in may spur more development sooner

65th Street Extension - Challenges:

- Expensive to build: \$6-\$11 million dollars for Phase 1
 - Due to the topographical challenges
- Funding may be challenging
 - Higher costs mean more funding is needed from potential developers/parcel owner assessments
 - Topographical challenges make it more difficult
 - City costs for trunk utilities (watermain and storm sewer)
 - If installing 65th Street without development, costs need to be fronted by the city and recovered through future development fees
 - Look at different ways of funding the road
 - Past extensions in the northwest area. For example, 65th Street on the other side of Highway 3 were built with State Aid funds
 - The city is taking the money given to them to maintain existing roads or build new roads in the northwest area
 - The result has been not being able to have/spend as much money on some of the existing roadways in town that are State Aid roads that need some work
- Environmental Impacts:
 - Tree removal
 - To mitigate, set aside certain areas to remain undisturbed or replace trees
- Current Parcel Owner Resistance

- Some do not want to develop because they like the rustic nature of the area
- Some parcels want to develop and may need the road in order to have access

65th Street Extension – Fiscal Impact (Phase 1):

- Cost ranges from \$6.6 to \$10.7 million dollars
- From a city perspective, there is not a lot of differences in the water and sewer capital
- Storm water costs are a little lower post development due to the expectation of getting easements for stormwater management that could be combined with stormwater management for development
- Municipal street funds are not identified as a specific fund
- With State Aid funding, could also look at bonding, non-utility dedicated municipal funding sources, or other funding sources
- Special assessments

65th Street Extension – Fiscal Impact:

- Past Practice:
 - A previous extension of 65th Street west of Highway 3; from Highway 3 to Argenta occurred between the years of 2017 and 2020
 - City paid approximately 65% to 70% of the cost for the roadway
 - Utilized State Aid funding
 - City assessed benefitting properties at a rate of 35%
 - Waited until after portions of the properties adjacent to the alignment were developed before advancing the roadway project
 - Once approved for assessing, the city had to claw back assessments for the newly developed parcels
- City's Assessment Policy:
 - Indicated that all new roads had to be 100% assessable to benefitting property owners assuming they are built to the standard neighborhood residential street width
 - In the northwest area it is typically 28' to 32' wide
 - Community collectors are built between 40' to 44' wide
 - City pays for all costs of oversizing the road; developers/benefitting properties are assessed 100% for a 32' wide street
 - For the 65th Street extension east of Trunk Highway 3, 66% would be assessable, (city would pay 33%)
- Discrepancy Between Past Practice and Policy Requirements:
 - Staff needs direction on whether the Council wants to follow the typical policy (recommended)
 - Implementation of the Assessment Policy as written may delay/deter development
 - 65th Street extension is not in the 5-year Capital Improvement Plan (CIP) adopted last year
 - Without direction from Council, it would not end up in the next CIP phase
 - Currently listed as an "unprogrammed project"
 - If programming, need to find a way to fund
 - If finding a way to fund, and money has been used on other projects, money would need to be deferred from other projects, or find other unique ways to fund

Policy Questions for Council:

- If Council supports continued planning and eventually construction of an extension from Trunk Highway 3 to Babcock Trail.
- What the Council's expectations would be as to a reasonable and fair assignment of roadway costs to developers, property owners, and the city.
- If the Council was persuaded of the necessity for 65th Street as a needed roadway as a part of the city's road network.

- If yes: Staff recommends formal consideration and adoption of the recent Engineering Study and implement efforts to plan for the roadway in conjunction with development.
- If no: Staff suggests the Council consider performing a small area plan to better understand and refine the economic impacts of building, or not building, a roadway based on different land development scenarios.

Councilmember Murphy requested clarification on bullet points 1 and 3.

Public Works Director Connolly replied they were both somewhat similar. From previous discussions, he believes the Council sees and understands the need for the roadway but may not understand the scenario if it is not built. For example: What that meant for development, if it cannot be developed, if the development could only be rural in nature, out of compliance in terms of density requirements put forth by the Met Council, and how it impacts utilities and the money invested in the past. A document has never been put together explaining why they should or should not proceed.

Mayor Dietrich asked if there would be a staff recommendation.

Public Works Director Connolly replied Staff could give a recommendation. The issue from staff's perspective is that staff does not know what to tell developers who inquire about development around 65th Street. Staff would need to tell developers there would never be a road and would need to develop property differently because there would not be a connection there, or that the road is going in and would need to develop land along with the costs in order to develop. Developers need an answer. Staff cannot give direction without having clear direction from the Council about whether to move forward or move in another direction.

Community Development Director Heather Rand discussed the solicitation of proposals from planning/engineering firms regarding conducting a small area plan for the area.

A Small Area Plan (SAP) can generate data.

If the Council wants to move forward with hiring someone to conduct a small area plan, staff suggests focusing on the following two scenarios:

1. With the 65th Street extension as a collector street as proposed in various feasibility studies.
2. Identify what the access points look like, especially for parcels south of the proposed 65th Street.

Staff is aware for public safety standards; it is not acceptable to come up 70th heading north.

- There would need to be two egresses and connections parcel to parcel to accommodate traffic flow and emergency vehicles.
- Engineering would be needed to help identify access points.
- What the buildout would look like as well as the costs.
- Determine impacts to housing density.
- What higher density could mean for the business community.
 - How that impacts number of customers, number of students in the School District.
- Utility connection fees.

Staff does not have the answers at this time. With a small area plan, consultants could identify and give data to help the Council make a decision.

- Cost for the alternative street system.
- What green space would look like and the impacts.
 - Access to Harmon Park
 - Density for trail connections

The Council may want this information to help make a decision unless they feel they have enough data to make a decision to move forward or to do something different.

In Conclusion:

- A Small Area Plan/Study, at an estimated cost of \$50,000, will not recommend whether to proceed, or not to proceed, with a 65th Street Connection. It will provide additional data on access scenarios that can assist with decision making.
 - Study could take approximately 5 months to complete.
 - Key stakeholders would have to be met with along with public input.

This item has not been budgeted for. Staff would have to come up with a funding source. Staff wants to ensure the Council makes a decision with the right information. A Small Area Plan is one method. If a plan is done, the report with recommendations would go before the Planning Commission and then the City Council.

Staff questions if the Council is comfortable given all the research done in the past and the development interest moving forward, if the Council would like to move forward with consideration of 65th Street, or if more data is needed.

She replied about recommendations stating she did not believe staff has formally suggested a solid recommendation one way or the other, other than what has been proposed in the report. The buildout of 65th has been in many years of comprehensive planning and other roadway planning documents.

Mayor Dietrich asked if there were any meetings held for resident input from the last discussion during the Pandemic in 2020.

Public Works Director Connolly replied outreach was done on a one-on-one basis. There isn't really a neighborhood here, but individual parcel owners. Staff did reach out to all those along the corridor that would have been impacted by the construction aspect. Conversations have not been had with some of the extended property owners beyond the construction limits; the assessment rolls have not been engaged with.

He said he would have to check to see how many neighborhood meetings were held prior to 2020. Public input could still be received, this report is different from a feasibility study. When the study is advanced, conversations and input will be needed from the public. He said this was another question staff has and would need to take a closer look at and understand what the Council is looking for in terms of advancing the project.

Councilmember Scales mentioned 65th Street winds and turns as it goes through the city; this roadway plan is straight. He questioned if that was something the small area plan could help with. He said he was unsure if other streets such as Cahill and Blaine were planned around topography issues. He said he did not like the cost but if it helps design the right product, it may be a benefit.

Community Development Director Rand replied staff would have to sit down with the selected consulting team and question where they would want to go in terms of scenarios and recommendations. She was hopeful to be able to narrow things down in terms of what is already proposed for 65th Street versus something else.

Councilmember Scales asked how much thought has gone into the design on paper. He questioned if topography was looked at and what development would be going into the area; if it was single family homes, townhomes. He said that may determine the roadway. He would like to see what thought process went into the path going from Babcock to Robert Street.

Public Works Director Connolly replied this has been a point of discussion for the last seven years. There is no one perfect route. Staff recognizes the roadway is probably not going to be a perfectly straight alignment. Because there has been no right of way or acquisition of right of way easements, staff has determined the most cost effective in terms of length and amount of roadwork done would be a straight line.

When this effort began in 2016, he said it was his understanding that it looked at the feasibility of actually building a road before development happened. Efforts for the west end of the project were a lot more focused on the most realistic and cost-effective place to put the road

before development happens. That was to split the existing property line, which is along the section line, with minor deviations but no major curves. As development comes in, if knowing there is a desire or need, or that they are moving forward with the roadway, they could work with the developer in terms of layout and make deviations occur with the existing topography. If development takes place on one side of the section line but not the other side, they may want to shift it onto the property developing and not have to buy or impact the next parcel. He said that staff has an idea; it may likely be the southern parcels before the northern parcels.

Councilmember T'Kach said she has a lot of concerns about the whole project. There have been many comprehensive plan meetings over the last three or four decades. She said she felt it was just a straight-line road suggestion that would be dealt with down the road. There has not been any mention of what to go around, looking at topography, and walking the land to determine what is going on in the area for an understanding of costs. She questions the idea that a road is needed in the area. If a road was needed, previous Council's would have already gone down this path. She said their lack of actions speak volumes about the challenges here and what it means to put a road through some of the most pristine area of the city.

She said this is Inver Grove Heights; Grove implies trees. Previous reports state there will be a lot of tree removal, some of which are old trees. It is known people are already shocked about what has taken place in the northwest area regarding land that was promised not to be massively graded and tree removal occurred. Nobody is doing anything about it, it just happens.

She said she thought it was important that more than just property owners or those with development rights are in on this conversation. If doing a small area plan, she would like to see a broader engagement in the community and questioned if it would be more than \$50,000 to do that. Without seeing the reports referenced by Director Connolly, it was hard to know if a decision could be made with the available information before spending \$50,000 on a small area plan. If a decision could be made, they would save \$50,000. If more information is needed, she suggests going down that path. Without having read the reports, she said it was hard for her to approve spending \$50,000. She is willing to read those reports between now and the next Council meeting. She felt there was more to be done here.

Mayor Dietrich asked if the Council was in agreement with asking for resident input.

Community Development Director Rand replied with Work Sessions, input is often not solicited. It is the Council's purview if choosing to accept input.

Steve Povolny, 14 High Road, said he has very little information on this situation. His property is included in the rectangle shown. He wanted the Council to know he and his wife were not informed that anything was going on, or that there was the potential for land that they have no interest in developing. He commented that staff has said they have potentially spoken with everyone; he has not been spoken with and has no interest in ever developing their land. He suggests additional exploration be done before anyone decides to spend money or make changes. He said his home was built by Harmon, the park behind it was given to the city. The point in giving the land and preserving the beautiful place they have is to preserve that part of the city. He asked the Council to keep that in mind and to include them in what is happening. He said they are aware development can happen, he asked that they be careful and judicious. He said the notion of not asking for input on something this important when the Council requests it, is somewhat offensive to him.

Mayor Dietrich wanted residents to know there is a form outside of the Chambers for contact information. That information is provided to the Deputy Clerk to be added to the list to be contacted.

Mr. Povolny stated staff knows who he is, where he lives, and has included his 17 acres in the rectangle highlighted in the diagram. A potential assessment has also been determined for him; if true, he finds it to be shocking.

Tom Fee, 6515 Babcock Trail, stated they are the landowners the Public Works Director was referencing. They are located on the eastern side that is currently not open for development. He mentioned that conversations he has had with Public Works Director Connolly have been good; there has been dialog back and forth which is something that is relatively new. He said looking at a project on paper that is \$6.9 to \$11 million dollars, how many times projects come in under budget. This is a unique part of the city with an incredibly challenging topography. He commented with a project coming in at that price range and not willing to spend \$50,000, look at the alternatives to get more input from land owners. He said it felt like they were not giving enough critical thought to one of the remaining areas that would be significantly impacted by a road going through. Future decisions would be based off what is going to happen today. He suggested taking more time in the interest of the city and stakeholders with the money at stake.

Councilmember Murphy shared that he believes the Council needs to decide on 65th Street one way or another because it is impacting future development. This has been on the comprehensive plan since 1967. He has only been on the Council two years; this has been discussed frequently; a decision is necessary. He said having 65th Street there is necessary to him, he was unsure of the path for the road. He said another study would just prolong this longer, which is something the Council has been doing since he has been watching Council meetings. He thought they could get plenty of resident input on the best course of action without spending \$50,000-\$60,000 on a small area plan. He addressed the road stating there have been times when the city did not stick to policy and got in a little hot water. Keeping with policy and paying to make it wider makes a lot of sense to him. He believes staff deserves direction on 65th Street.

Councilmember T'Kach shared that she did not imply that they should not do a small area plan, she would like to see the other documents first. She questioned if the small area plan would include alternative development possibilities; not just thinking it would be single family homes because they have had a lot of single-family homes or townhomes. She questioned looking at a different concept in the rectangle shown. She suggested soliciting ideas and information from residents in the area that would be impacted financially along with residents in other parts of the city. She said this is a big decision and may be why previous Council's have not decided. It would either destroy an incredible part of the city and get something done, or they could be much more thoughtful. Doing so would be more tedious, challenging, and slower, but they may end up with a much better product 5 or 10 years down the road. She questioned if staff had an idea of a broader scope, or if the small area plan includes a broad scope for a different development project. She asked if the Public Works Director or the Community Development Director could address this.

Community Development Director Rand stated if the Council wanted to give staff direction to pursue proposals for small area plans, staff was thinking of pursuing them with two scenarios:

1. A 65th Street that is relatively straight.
2. Another scenario with a different roadway system without 65th Street that would still meet/achieve development potential.

This could mean less density; she was unsure what that would look like. Staff needs engineering advice before understanding this.

Public Works Director Connolly agreed with the two scenarios mentioned by Community Development Director Rand. It is a build and a no build scenario:

No build does not mean no development or no roads, it means there is no 65th Street that connects east to west between Highway 3 and Babcock Trail. It can also mean:

- Could be access off Highway 3 in a line with 65th Street but does not go anywhere; it could turn into a development or loop into a residential neighborhood or something already there.
- Looks at how much traffic the roadway can sustain and what it would do to adjacent roadways.
- Compares what is in the Regional Roadway Visioning Study, MnDOT, and Dakota County policies with respects to access management when making upgrades.

MnDOT has already told the city they would only get one access off Highway 3 in this area, it is at 65th Street. There is not an option to put another public road access between 70th Street and 60th Street. There is not one at 60th Street. MnDOT has not committed to giving the city one to the east. It is a limited scope in terms of where future roadway access points were going to be given.

The current plan in the Comprehensive Plan and future Zoning Plan shows the need for this road. It would be looked at from an economic development standpoint. The small area plan is not intended to do the same level of detailed design that has already been done in these studies. That would be a separate effort. Once a small area plan is done, if Council wants to give direction to Staff one way or another, staff would check how much the infrastructure would cost. Staff have an idea of what it would roughly cost with respect to something along 65th Street as a community collector roadway. Other roads would be considered local roads, not paid for by the city, paid and built by developers.

From a cost impact to the city, he said he was unsure if they would receive the engineering infrastructure cost. If developing at a higher density, there would be a higher tax base, more long-term income from taxes, how that compares to what is put in the comprehensive plan, and what it might require if changing the comprehensive plan. If the densities cannot be put in this area because the system cannot support it because there is not a 65th Street, it would need to be put somewhere else within the MUSA boundary. The city would be able to say they only have a certain amount of capacity in the existing utility infrastructure. Information could be given stating the infrastructure was built to a certain size in order to accommodate the density that has been in the plans.

He said he supports Councilmember Murphy's ascertain that a decision has been put off for quite some time. This Council and everyone at the city have been going in the same direction because that is the way the plans have shown. The city has not always taken a closer look at the possibility of doing the opposite. He said there is a reason that is not done; putting it as an option sometimes makes things difficult to understand. He commented if the Council felt that was important and wants to explore a lower density or is shifting the way the comprehensive plan zoning has been put together in the past and making those changes to the comprehensive plan in the future, this would be the way to do that for this area. This is one of the last areas in the northwest area that has not developed yet.

Councilmember Murphy questioned if the small area plan shown on the slide was if the Council did not think 65th Street was necessary.

Public Works Director Connolly replied that would be the 'no' option.

Councilmember Gliva referenced the cost of \$6-\$11 million that was mentioned for the roadway and asked if the estimate reached all the way to Babcock or if it was just the rectangle shown.

Public Works Director Connolly replied it was just the western portion of the road.

Councilmember Gliva mentioned that this has been on the comprehensive plan and under discussion for 40 years. She said inaction is an answer, it is also an action. She said she struggles with trying to get the roadway in and making sure it is funded properly. She asked if there were many developers currently looking/interested.

Community Development Director Rand replied there have been multiple parties looking at a few of the parcels south of the proposed 65th, there has been property to the north.

Councilmember Gliva commented that if doing another proposed study, they could find out if it still makes sense to have 65th Street. She questioned if the study would be so focused that it wouldn't answer the need for 65th.

Community Development Director Rand replied she did not believe a small area plan would directly guide the Council toward a recommendation of yes or no to 65th. It would provide the Council with information so the tough decision can be made. This involves a lot of money that impacts many people, their land, and land development opportunities in the present and future.

Councilmember Gliva asked if the study could take five months.

Community Development Director Rand replied that was her estimation. She said she would have to start calling around. Staff appreciates having discussion on what type of data is needed and where the Council is at.

Councilmember T'Kach said she would support moving forward with a small area plan to create alternatives. She said she does not believe 65th Street as proposed is what the city needs. She would like to see a fresh look and more information beyond what they already have. The volume of information could be used to make a decision. She encourages public engagement, especially those in and around the area.

Councilmember Scales liked the idea of having the small area plan, but not the cost. He said he was not sure if they are doing this because they need the development in the future or if it is because a developer is asking to develop now. Knowing what direction that is would help them know if it is being driven by the city or by a developer or landowner. He is aware it has been a long time for this, there are a lot of things that have taken a long time in the city. He would like to hear from all property owners along the route; those that would be assessed and have to pay for this. He would like to see a study done.

Councilmember Murphy asked if the city was trying to expand the study off of what is on the slide provided. His understanding was that the study would not direct whether 65th Street is a good idea or not. It would provide an alternative if directing staff that 65th Street was not necessary.

Councilmember Scales said his thought was that the study would show the impact of having or not having the road on the future city and what it does to the tax base.

Community Development Director Rand replied the small area plan takes the two scenarios:

- With 65th Street and what it looks like for development and costs

- Without 65th Street and the new roadway structure

And the impacts on development including an estimate on property tax and number of households

Councilmember Scales said it would tell them if it was or was not a smart decision and if the city could afford it or not. He commented that the city might not be able to afford not to build 65th Street.

Mayor Dietrich asked if the small area plan would give that information.

Community Development Director Rand replied staff would ask for calculations on property tax. It could be rough calculations on cost.

Mayor Dietrich stated that Councilmember Scales had a good question about what has been driving this. She said she took note of it on the comprehensive plan herself. She asked what brings this to the forefront now and why.

Public Works Director Connolly replied the reason it keeps coming up now is because there is active development interest adjacent to 65th Street. Staff does not have direction to give those developers/property owners an answer about where a road would go, the costs, and the

utilities. There is no current ordinance indicating whether a developer comes in and staff can tell them no. There is an issue where there are developers or parcels with limited or no access to the existing street network have indicated a desire to put something in and need access to the street network. The question is how they would get it. The only thing staff can tell them is that 65th Street is in the comprehensive plan and would be constructed somewhere along this corridor. Staff has stopped short of saying how much it would cost, the right of way dedication, and grading.

He shared it has been shown that it can be a deal maker for developers and property owners whether they sell or are able develop a property the way they want to. With the costs for larger parcels between \$.5 and \$1 million dollars, it is a big dollar value for someone to come in and put a lot of design effort into a preliminary or final design only to have it rejected or pulling the application after the fact because they were not aware they would have to pay for it. This is the problem staff has right now.

Doing a small area plan would be a way to get information but may not be what the Council is looking for. The same can be said for the reports. If bringing a report forward knowing how much it would be, the Council will have to vote yes or no. That response would be the direction given for all development moving forward until another Council requests different. He said that staff does not want to keep spinning their wheels, they want to be efficient with their time. There are several project initiatives in the city.

He replied about the question of what is driving this, stating it is development. This is one of the priorities that the Council set at the beginning of 2023.

Mayor Dietrich questioned if the small area plan would give a return on investment for potential tax base.

Community Development Director Rand replied an estimate would be given on the two scenarios as to what they thought the tax base would be.

Councilmember Murphy commented there are a lot of people on staff with experience. He said he could be supportive of a small area plan, but was curious if this was previously done in this area of the city. He questioned if the WSB report would have a lot of the same information the small area plan would. He asked if this has been done before and are looking at spending another \$50,000 to \$75,000 on something that has already been done, or if they already have half of the information.

Community Development Director Rand replied she was not aware of a study being done in this specific area in a small area plan. It would have to be updated even if it was over five years ago. She addressed the question of other small area plans stating that in the last couple of years there have been plans done north of Highway 55 and south of Highway 55 and Argenta. The Council approved the one north of Highway 55. The one south of Highway 55 had issues with impacts further down Argenta. It was rejected because it may have been ahead of it is time and may cause development pressure in areas the Council did not want it to. She said there were cost ranges of the tax base for the two different scenarios.

Mayor Dietrich stated as a policymaker, she needs to be fiscally responsible and would need to see the data in order to do that. She said for her, it must be data driven and to have determined an estimate on tax bases and the return on investment. She said she was not excited about spending \$50,000 to do it.

Councilmember Scales mentioned \$50,000 in the end might be well spent.

Councilmember Murphy said he disagrees.

Councilmember T'Kach stated that during the Council retreat it was agreed they would have a conversation about 65th Street. She wanted to be sure people listening do not think the Council wants

to move forward with 65th Street, the Council wants to move forward with a decision about 65th Street. She said she is concerned that they do more than just have a straight cost benefit analysis of the street. She felt it was a great deal of money which may stop the project at some point. She would like to see the city move forward with a small area plan and try to understand the benefits to the city beyond the fiscal dollar amount. For example, what it means to the culture, heritage, and ecological services. She said she does not see how they can be a Green Steps city and only look at every decision from an economic standpoint. She was unsure that could be included in the scope but thought it should be. She would like to see more comprehensive thinking.

Mayor Dietrich said it sounded like there is a majority agreement on moving ahead with a small area plan. She asked where the resident meetings would fit in and if it would be after the data was received.

Community Development Director Rand replied she has noticed small area plans where the consultant comes in and gets direction from staff. The consultant would scan the studies already done and would engage with surrounding property owners. She addressed larger public meetings/input and said she thought that may be done about halfway through the process. She said she hears Council feedback that this not be just a cost benefit type study, it would be nice to look at cultural/ecological impacts. One way to accommodate that would be to ask for proposals in the scope of services to provide context and costs. She stated that this could add more money and time to the bottom line. She suggests having that as an alternative or option as they solicit proposals.

Councilmember Scales requested they reach out further in terms of resident input/awareness for this type of study. There is a plan on paper showing an area affected, he questioned if all property owners in the area could be included.

Community Development Director Rand replied staff would request that the consultant reach out directly to all property owners in the area. For broader public meetings, staff would use social media and have an open house. Eventually a small area plan would be a part of a public hearing during the Planning Commission process before going to the City Council.

Councilmember Murphy asked how soon this would come before the Council to approve/not approve a small area plan and/or who would be hired. He said it was mentioned that the consultant may scan in old reports. He asked how much information has already been paid for.

Community Development Director Rand replied consultants want staff to provide data that has already occurred. This helps provide a baseline for the study. She did not believe it would duplicate existing efforts but build upon them.

Councilmember Murphy clarified he did not mean it would duplicate efforts, he said whatever was scanned in might be part of the information they would provide to the city. For example, it has already been done, why are they being hired to do it again.

Community Development Director Rand replied that the consultant would like the baseline data when they start their study, so they have the information. The consultants would not incorporate what is already done and report back on it.

Councilmember Murphy said he was talking about the end product. He was referring to the product the consultant would be delivering to the city. If moving forward with the small area plan, he wanted to know if the city has any of that information yet.

Community Development Director Rand replied the city does not have the small area plan data with the two different scenarios yet. Staff wants to provide the consultant with studies and reports that have been presented to the Council by Public Works Director Connolly along with the most recent Comprehensive Plan and what it suggested such as densities for given parcels.

Mayor Dietrich asked if the assessment policy in general, would come before the Council at a future work session. She said she felt it needed to be addressed.

Public Works Director Connolly responded something could be brought forward to clarify and be user friendly later this year. He does not anticipate changing the assessments and the way they are calculated; it would be streamlined. The policy is long and allows a lot of leeway. He said he felt it was too much for staff to just decide, a lot of it needs to be clearer.

He asked the Council if they believe the policy should be enacted the way it is written, or to look at other ways to fund this outside of the assessment policy.

He stated the reason the policy exists, whether changing the policy or not, is to have consistency from project to project. If the Council believes they should have that level of consistency and looks at this project the same way they look at every other project in the city, staff will not make any changes to what they have done and would wait for the small area plan to come forward before bringing forward additional discussion. If the Council feels they should assess less and the rates are different, that would be a different undertaking for staff that Council would have to give clear understanding of what they would like.

Mayor Dietrich believed there was a consensus of the three to do a small area plan.

Community Development Director Rand said she was unsure of the timeline for a small area plan. There are developers looking for answers that would have to be told to be patient; doing this may have impacts.

Councilmember Scales mentioned there were a lot of trees down and roads blocked after the last storm. He said city staff did a wonderful job getting the roads cleared. He appreciated the work the city did, they did great work to keep the roads open.

4. ADJOURN:

Motion by T'Kach, second by Scales, to adjourn the meeting at 8:44 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sheri Yourczek

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, APRIL 10, 2023 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, April 10, 2023, in person. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Dietrich; Council Members: Murphy, Gliva, Scales; City Administrator Wilson, City Attorney McCauley Nason, City Clerk Kiernan, Finance Director Hove, Assistant Finance Director Hosszu, Community Development Director Rand, Public Works Director Connolly, Parks and Recreation Director Lares, City Engineer Merchlewicz, Technology Manager Gade, Police Chief Chiodo, Communications Manager Looze, City Planner Hunting, Associate Planner Botten, Human Resources Manager Shefchik

Present via Zoom Video Conferencing: Council Member T’Kach

3. PRESENTATIONS:

A. Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting

Finance Director Amy Hove stated staff has been hard at work on the 2022 Audit. She presented the following on the 2021 Audit:

The city has participated in the Government Finance Officer Associations Certificate of Achievement for Excellence in Financial Reporting. This is an award program where the city submits the annual financials for comprehensive review and to determine whether or not the city meets certain standards. If the city achieves those standards, the city is issued an award.

She was pleased to say that the award has been issued to the city on the 2021 Financial Statements. The city has received this award since 1986. Staff continues to submit for the award every year and does their best to make sure financial statements meet the standards and qualifications for the program.

This takes the entire finance team and other departments and their support for the needed statistics.

Mayor Dietrich displayed the framed certificate. She shared on behalf of the Council; they would like to present the Certificate of Achievement for Financial Reporting.

Photos of the Finance Director, Assistant Finance Director, and the Council were taken.

4. CONSENT AGENDA:

A. Minutes of the March 27, 2023 City Council Meeting

B. Approval of Disbursements **Resolution 2023-064**

C. Personnel Actions

D. Resolutions 2023-065, 2023-066, 2023-067, & 2023-068 Awarding Contract and Approving Budgets for City Project Nos. 2022-09 I, J and L as part of the 2023 Pavement Management Initiative

E. Revised Budget **Resolution 2023-069** for City Project No. 2023-09D - Dawn Way Area Street Rehabilitation

F. Resolutions 2023-070 & 2023-071 Awarding Contract and Approving Budgets for City Project Nos. 2023-06 & 2023-10 - Sewer Cleaning & Televising

G. Resolutions 2023-072 & 2023-073 Awarding Contract and Approving Budget for the 2023 Pavement Management Initiative, City Project No. 2023-09A - Crack Seal

H. Resolutions 2023-074 & 2023-075 Awarding Contract and Approving Budget for the 2023 Pavement Management Initiative, City Project No. 2023-09B - Seal Coat

I. Ordinance Amending City Code to Allow Dog Training Facilities and **Resolution 2023-076**

Approving a Conditional Use Permit for 6475 Cahill Avenue

J. Approval to Exceed Allowable Impervious Surface at 7142 River Road. **Resolution 2023-077**

K. Resolution 2023-078 Re-Approving the Final Plat for Inverpointe Business Park Third Addition

L. Approval of Email Retention Policy

M. Approval of Cost Sharing Agreement with Dakota County for Election ePollbook Replacement

N. Resolution 2023-079 Approving Second Amendment to Development Agreement for Plat of Peltier Reserve

O. Resolution 2023-080 to Approve 2023 Central Equipment Budget Adjustment for Purchase of a Replacement Paver

Councilmember Murphy requested pulling Agenda Item 4N.

Motion by Scales, second by Gliva, to approve the Consent Agenda with exception to Agenda Item 4N.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4N. Resolution 2023-079 Approving Second Amendment to Development Agreement for Plat of Peltier Reserve.

Councilmember Murphy requested clarification if this was an amendment to the first amendment or first change.

City Attorney Bridget McCauley Nason replied it is the Second Amendment to the Development Contract which amends the original development contract and the first amendment.

He asked for clarification on what the Parks and Recreation Director told the Council in terms of still being ok with the park for the kids, that there would not be a delay. He said there appears to be a delay now and asked if that was accurate.

City Attorney McCauley Nason replied that the amendment attempts to avoid a delay as it relates to park purposes. The first amendment addressed items that were not done within the development contract timeframe. It is focused on the park lot and gives new deadlines for actions including:

- Replatting of the outlot into a buildable lot
- Retaining wall installation
- Grading of the lot
- Removal of bituminous and concrete
- Established deadlines for the removal of groundcover and trees

The development contract contemplated those actions occurring early winter/February. They did not. Staff have attained all required documents from the developer in order to move forward with the closing to convey the park lot to the city.

There are conditions in the development contract amendment that need to occur before the closing:

- Replatting (has taken place)
- Things that are partially done but not completely done:
 - Grading
 - Retaining wall installation
 - Removal of items the city does not want on the lot

Because of the way they are structured with conditions, the purpose of the second amendment is to avoid any argument made that by accepting conveyance of the outlot without first having

the conditions completed, the city waived its right to have those completed. From a legal standpoint, it is important to have that addressed.

This extends the deadline for closing through April 15th, it's currently scheduled for the 12th/13th. These are all things the developer has said they would do. They are obligated to do this pursuant to the development contract. Just because the city is closing on the conveyance of the lot does not mean the city waives requirements that the development completes those items.

Councilmember Murphy said the request for Council action and the second paragraph under background, tells him certain requirements have been met. He questioned the "extends the time for closing on the park lot." He was trying to understand that along with what the City Attorney shared.

City Attorney McCauley Nason replied that the last closing deadline was February 1st. This extends the deadline and adds anti-merger language such as: notwithstanding, argument to the contrary, everyone agrees that the items that still need to be done have to be done.

Councilmember Murphy asked if it would take longer to build a park.

City Attorney McCauley Nason replied it should not take longer to build a park. The developer's attorney has said the developer will sign this. The contract states:

- The need to get the lot to the city
- For the City Council to entertain motions or consideration of contracts for the park at the next Council meeting
- The city needs to own the park before awarding a contract to build on the park
- Key Objective: Get the park lot into the city's hands while preserving city rights to require the developer do everything it says it is going to do.

Councilmember Murphy asked what would happen if the Council voted not to extend.

City Attorney McCauley Nason replied there would be a legal issue. The City Attorney's office would say if moving forward with closing, which the Council already authorized with the first amendment, there would be some legal risk to the city that they would like to mitigate with the second amendment. A conversation would have to be had about whether or not to close. If not closing, the advice from the City Attorney's office would be to not award a contract to build a park on a lot you don't own.

Councilmember Murphy said the city gets criticized for not being friendly to developers. He said he is trying to see how this is something the city needs to do. He asked if the city is delaying anything.

City Attorney McCauley Nason replied the city is not doing anything to delay. The city is trying to move forward with the next step in the park development process, taking title to this lot.

Councilmember Murphy questioned if they were waiting for the developer. He said the developer has delayed this already and the city is waiting for them again. The city is trying to make sure all is covered.

City Attorney McCauley Nason responded that the city is trying to move forward to closing. The items needed to get ready for closing, be prepared, and approved by the developer. The city is ready to close but wants to ensure the city's right to require the developer to do all these things is not infringed by moving forward with the closing without having this in place.

Councilmember Gliva asked if proceeding, if there was still risk that something does not get done by the developer in the park.

City Attorney McCauley Nason replied that was correct. There are things that have not been done and will not be done by the closing date of Wednesday or Thursday. For example, if the grading is partially completed, it would not be completed by Wednesday. Staff have requested a meeting with the development team to discuss when and how they would get everything done. That will be scheduled this week or next week to get realistic deadlines.

She shared that the city retains all rights and remedies under the original development contract. One of those is to declare the developer in default. If not cured within 30 days, the city would move forward, do the work itself, and bill the developer back for that work. If the developer

does not get the work done, this sets the city up to get the work done, then the developer would then have to pay for it.
Councilmember Murphy replied that made sense.

Motion by Murphy, second by Scales, to approve Agenda Item 4N. Resolution 2023-079 Approving Second Amendment to Development Agreement for Plat of Peltier Reserve.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:

6. REGULAR BUSINESS:

A. Rental Housing Licenses

Community Development Director Heather Rand presented Rental Housing Licenses for approval. These are required two-year rental licenses. Community development staff and the police department have reviewed the five applications, found everything to be in order, and recommend approval. The following are listed in order of Rental Address, Property Owner, and Property Manager:

8812 Brunswick Path, Sickel Properties LLC., Lakeville, MN. Chris Sickel, Lakeville, MN
8852 Brunswick Path, David Rust & Angela Kermes, St. Paul, MN. David Rust, St. Paul, MN
3794 Upper 73rd St E., Metzen Enterprises LLC., Cottage Grove, MN. Travis Metzen, Cottage Grove MN
8830 Branson Dr., Baorang Li, St. Paul, MN. Baorang Li, St. Paul, MN
8865 Brunswick Path, Tara Olson, Minneapolis, MN. Tara Olson, Minneapolis, MN

Motion by Gliva, second by T’Kach, to approve the Rental Housing Licenses as presented.

Ayes: 5

Nays: 0 Motion carried.

B. Variance for the Size of an Accessory Structure at 2421 105th Street East. Resolution 2023-081

Associate Planner Heather Botten presented the request for property located on the east side of Barnes Avenue, north of 105th Street, zoned Agricultural. The request is for an accessory structure to be 4,050 in size whereas 2,400 square feet is the maximum size allowed by the zoning code. The applicant’s lot is 5.13 acres. For lots greater than 5 acres, code allows two detached accessory buildings with a gross square footage of 2,400 square feet. The lot currently has a single-family home with an attached garage, an old 160 square foot milkhouse, and a couple of temporary structures that would be removed this summer. The proposed accessory building will be in compliance with other zoning code requirements such as exterior building materials, setbacks, and impervious surface.

With large lot residential areas, larger accessory structures may be appropriate. The Council has reviewed and modified the city code over the years, most recently in 2021 where the size allowance for lots 3.4 to 5 acres was amended to allow accessory structures. Lots greater than 5 acres were not reviewed.

Staff does not believe the variance to allow the additional size to be consistent with the current zoning ordinance. The planning staff recommends denial of the variance request as approval could set a precedent for other large lot accessory buildings for size variances. Staff believes the facts presented do not meet the criteria to show a practical difficulty on the lot to support granting the variance. The Planning Commission recommended denial at their March 21st, 2023 public hearing on a 6/0 vote. Councilmember Murphy asked if the numbers were done for the 5.13 acres.

Associate Planner Botten replied taking the 5.13 acres multiplied by 480 (ratio used by 3.4 to 5 acres) allows for a 2,462 square foot accessory building.

Michael Santema, 2421 105th Street East, said he applied for a variance. He has been coming before the Council over the last 40 years to see if he could get a shed put up and has always been shut down. He has neighbors who are putting things up that are bigger or double the size, than what he wants. He needs a shed to get his things in, out of the weather. He said he is paying the price by having collector cars sitting outside in the snow, cold, and rain; the tires are rotting. He estimated the size he needed for his things and his wife's things, who is a Master Gardener and has items in her shed which is 8x8. She propagates plants; most rooms in their home are filled with plants and grow lights. He would like to see the plants and things needed move out to an area where she can do it earlier in the season.

Councilmember Scales asked if Mr. Santema does anything agricultural.

Mr. Santema replied no.

Councilmember Murphy questioned if the 2,400 square foot building would not work based on the cars and garden utensils.

Mr. Santema replied it would not be quite big enough.

Mayor Dietrich stated the Council and Staff revised the code. She agrees with Planning that this needs to be consistent with all residents. She understands the applicants' hardships and things he is trying to accomplish. With math noted by Ms. Botten, she said the largest could be 2,462.

Councilmember Scales mentioned in his time with the Planning Commission he struggled with these requests frequently. He said the last few years were spent updating the standards, requirements, and size of buildings. Those are better now than in the past but there was still room to be a little better. He mentioned these were big lots, he struggles with 2,400 and felt it may be a little small for a lot that size. He stated that 4,000 is a very large building and way over the standard set by the city. It would be a difficult precedence to set for a building of that size. He questioned if there was room to compromise.

Councilmember T'Kach commented if moving the number above 2,400 square feet to compromise, if that does not set a precedence no matter what the number is.

Councilmember Scales said anything they do could set a precedence, sometimes they are good, sometimes they are bad. He shared that over the years on the Planning Commission it was requested that the Council address this; in 2021 the Council did. He felt there was still room for compromise. He mentioned that the larger buildings mentioned by the applicant may be located on agricultural land. He was unsure of any other large buildings. He said 4,000 was large for him.

Councilmember Gliva asked if the Council had to prove a practical difficulty.

City Attorney McCauley Nason nodded yes.

Councilmember Gliva shared that she feels for the applicant. She was unaware of a practical difficulty. She said the size could be reviewed at a later date. She was unsure going to 2,462 was the correct thing to do.

Mayor Dietrich asked the Associate Planner if the Planning Commission had come up with a Practical Difficulty.

Associate Planner Botten replied they did not and recommended denial.

Motion by Scales, second by Murphy, to deny the request for a Variance for the Size of an Accessory Structure at 2421 105th Street East. Resolution 2023-081

Ayes: 5

Nays: 0 Motion carried.

City Attorney McCauley Nason clarified that the motion was to adopt the resolution of denial with all the reasons stated, included in the resolution.

C. Request for Short Term Mining Operation. Resolution 2023-082

City Planner Allan Hunting presented the request for waiver of certain requirements in the sand and overlay district.

The applicant proposes the Council adopt a determination that their sand mining project be deemed a very short-term operation for the mining used for a public road purpose.

- Section 10-13 of the City Code has a section on sand and gravel overlays that regulates all normal sand mining pits that typically occur over a number of years.
- A provision discusses the short term where the Council can waive parts of the sand and gravel overlay article and only require an excavation/land alteration permit for sand and gravel conducted over a very short period of time. In this case when it is limited to mining for a road project.
- The applicant is requesting to waive these certain requirements:
 - Mining being closer than 300 feet to a house on the property and 75 feet to the road. (The house is on the applicant's property)
 - Screening and fencing for any stockpiling
 - Size of the operation would be less than 20 acres
 - No landscaping is needed
 - Work would only be in the summer months
- Location is on 70th Street, in between South Robert Trail and Argenta Trail
 - There are sand deposits located on a hill area that would be excavated and taken directly to the construction site

Background:

- The applicant, S.M. Hentges, is the contractor for County CSAH 26 and CSAH 63, the 70th and Argenta Trail road construction project.
- Sand excavation would begin sometime in May/June and be completed no later than October 31, 2023.
- No crushing of the materials would be a part of this excavation.
- Mining is for a local roadway project currently under construction.
- Local material would not have to be hauled onto roads to be taken to another site. It is mined and taken from the project to the road construction site.
- The amount of material requested matches what is needed for the base of the road.
- Land disturbance would be regulated by the Land Alteration Permit.

Action Requested:

- The Council is asked to approve a Resolution to waive certain requirements of the Sand and Gravel Overlay District to allow a short-term mining operation for the construction of the 70th Street/Argenta Trail County Road project and allow by Land Alteration Permit.
- If approved, the next step for the applicant would be to apply for an Excavation/Land Alteration Permit. This would then go before the Environmental Advisory Commission. The City Council would review the Permit.

He stated that staff feels this is consistent with the clause and recommends approval of the resolution as presented.

Councilmember T’Kach asked what the height would be when the sand/gravel is removed versus the current height of the hillside.

City Planner Hunting replied he was unsure of the exact elevations. It would end up being a little below surface elevation. There would not be a big hole, with having to bring material back in.

Joe Miller, S.M. Hentges and Sons, 650 Quaker Avenue, Jordan, Minnesota, 55352, replied to the question posed regarding the hill stating it is roughly 40 feet above where the future roadway would be. When done excavating, the hill/knob would come down 30 feet from its current elevation. The future elevation of the road and hillside/land would still be 8 feet higher than the roadway.

Councilmember T’Kach asked if there was any planned development on the hill or if it would be open land after the road is built.

City Planner Hunting replied the site would be restored back to the elevation for future development. There would be vegetation on top. This land was part of the At Home Apartments project. This would go back to raw land with vegetative cover and available for future development.

Councilmember Murphy shared that living in the area, there are a few residents that are aware of this agenda item. People want 70th done and do not have an issue with mining.

City Attorney McCauley Nason stated the resolution indicates the mining operation shall last no longer than six months. It does not have the October end date. It still falls within the parameters as presented. The applicant would be back before the Council for the permit, there would be an opportunity to establish conditions. This item allows the applicant to move forward with the application for the land alteration permit without having to first rezone the property.

Motion by Murphy, second by Scales, to approve the Request for Short Term Mining Operation. Resolution 2023-082

Ayes: 5

Nays: 0 Motion carried.

D. First Reading of Ordinance Amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions

City Planner Hunting presented the First Reading of an Ordinance amending City Code Title 11, Chapter 1, prohibiting premature subdivisions. This allows the Council to make determinations that a subdivision/project could be deemed premature.

- It was discovered there is not any type of provision or language in the zoning or subdivision code that the Council could fall back on to deny a request and state that it is premature.
- Staff and the City Attorney have put together language for an ordinance that gives the City Council the ability to deny a request based on being premature and the ordinance criteria.
- Looks at things from a high level, not intended to be used as a design tool.
- This is a discretionary tool. Council may determine premature if any of the criteria are noted/is not consistent in the ordinance.

Ordinance:

1. Could be deemed premature if the project is inconsistent with the Comprehensive Plan.
2. Could be inconsistent if it is not consistent with the Capital Improvement Plan.
 - a. The development needs some type of city improvement, utilities, roads. Something that is not currently on the capital improvement plan or could not be accomplished within

two years. If taking longer than that, gives the Council the ability/authority for Council to deny the request.

3. & 4. Same item, touches on water supply and sewer. If a development leapfrogs and there is not city sewer and water available to the site yet, can determine it to be premature because it is not easily connected/accessible to those municipal services.
5. Lack of adequate streets. Could be deemed inconsistent if there are not any streets directly abutting or immediately available to a site. If the project generates traffic that would not be able to be handled and the road capacities, could be deemed incomplete.
6. Lack of adequate drainage, stormwater management. If there is something in the development or in city systems where it is not set up to handle stormwater. Some other improvements would need to be installed by the city and would not be ready to be done. This could be a reason for denial.
7. Inconsistent with state environmental review. If there is an EIS, EAW, or an AUAR that the Environmental Quality Board has reviewed and approved. If there is something inconsistent with the project, the Council could use that as a determination to deny a request.

Action Requested:

- The Council is asked to act on the First Reading of an Ordinance to add language to the Subdivision Code prohibiting premature subdivisions.
- Staff recommend approval of the First Reading.

Councilmember Murphy questioned if this gives the Council the ability to say this is not the time for the request. It does not mean it will not happen. It gives the ability to say we cannot afford it, there is not any infrastructure.

City Planner Hunting agreed. He shared an example stating if a subdivision application came in, leapfrogged, and wanted to develop a site that does not have any streets or utilities to it, this gives basis to deny and would be a legal standing. There was no language in the code prior to be able to deny.

Councilmember Murphy provided an example such as a developer stating they would build it all.

City Planner Hunting replied that could happen if there was not the means to get utilities or roads to them.

Councilmember Gliva asked if the city has ever had to deny and how they denied something before.

City Planner Hunting replied there may have been something done creatively, but not out of a legal realm. The City Attorney at that time likely helped with the language.

Councilmember Scales said this confused him. If there are not adequate streets, they could not build. He questioned if approving something meant it could not be built.

City Attorney McCauley Nason replied there is a difference between streets within a subdivision compared to streets serving a subdivision. The developer would have to build the streets to serve the subdivision. For example, there is a capacity issue with a street that everyone needs to take to get into the subdivision. That could be grounds under this item.

Councilmember Murphy referenced a report he read from Ehlers from 2015/2016 that said the city got into some financial issues because there was some leapfrogging done in the northwest area. It was paid out of certain funds when the money should have been taken from somewhere else.

City Planner Hunting replied that was true, it was used to extend sewer and water further. It allowed for possible development with services in place.

Councilmember Murphy mentioned he thought he read somewhere, it may have been the Canvas Development, that it not be approved because of leapfrogging and the impact to finances.

Motion by T’Kach, second by Gliva, to approve the First Reading of Ordinance Amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions.**Ayes: 5****Nays: 0 Motion carried.****E. First Reading of Ordinance Amending City Code to Allow Police Cadets to Issue Certain Citations**

Police Chief Melissa Chiodo requested Council consideration on a first reading of an ordinance that allows Police Cadets the ability to issue citations.

She shared that prior to her working with the city, there were Community Service Officers, which are non-sworn uniformed positions. Community service officers were allowed to issue citations per ordinance while working. This is common for community service officers in the State of Minnesota. The city has since hired Police Cadets, very similar to Community Service Officers, but with a difference in title and being non-benefitted. A trend is being noticed with police departments having to change their ordinances so cadets could write citations just like community service officers did.

The current ordinance states community service officers can issue citations. Staff requests cadets be able to issue citations but with a very narrow scope. She said they do not want cadets out doing traffic stops or enforcing the law. These are college students in law enforcement programs hoping to be police officers but are not. The request is for cadets to write citations for things in city code, specifically:

- Relating to parking restrictions
- Expired vehicle registration
- Animal control regulations
- Park regulations

One of the main jobs of a cadet is animal control

- If there is an animal running loose in the city, the cadet rounds them up to get them to their owner or to the impound. Sometimes citations need to be issued. Cadets currently need to call on the radio, get a Police Officer to show up, the Police Officer issues a citation, and the cadet finishes what they were doing.
- Another example is parking. If finding an abandoned parked vehicle, a cadet cannot issue a citation. The cadet would need to call a police officer, wait for them to finish a call, and come issue a citation. These are low level things staff would like cadets to be able to issue citations for. This frees up police officers time to stay on busy calls or calls where they are really needed.

Staff asks for consideration to amend the ordinance to allow police cadets to issue citations specifically for violations of state law and city ordinance related to:

- Parking Restrictions
- Expired Vehicle Registrations
- Animal Control Regulations
- Park Regulations (consists of people in the park after hours, a car parked in the park after hours)

The above mentioned are low level items where their safety would not be compromised and can help police officers out by taking the minor citations for them.

Councilmember T’Kach referenced the background material the Council received stating that the cadets would not be pulling people over and giving a ticket for expired vehicle registration. She said the language before them says they can do citations for expired vehicles. She requested language clarifying that the vehicle be parked versus cadets pulling people over and putting themselves at potential risk.

Police Chief Chiodo replied she would refer to legal for that answer. She stated she was unsure it was necessary because they were not allowed to do police enforcement like that.

City Attorney McCauley Nason mentioned that cadets are not allowed/authorized to make arrests because they are not sworn law enforcement officers/licensed peace officers in the State of Minnesota. If Council directs, clarification language can be added. She expects there is language within the program, such as the job description, stating what cadets do/do not have the authority/power for. If the Council was more comfortable, clarifying language can be added. Police Chief Chiodo agreed that information is covered. If Cadets were to do that, they would be terminated.

Councilmember T'Kach said she would appreciate the clarification being there.

Police Chief Chiodo responded that it could be added. If a cadet were to pull someone over, they would be committing a crime.

Councilmember Murphy questioned if it was the city or state that says its illegal.

Police Chief Chiodo replied it is the State of Minnesota. Cadets are considered civilians. They cannot make traffic stops and do not have arrest powers.

Councilmember T'Kach mentioned if it was state law, the information is there.

Councilmember Scales shared that he felt this was great, he appreciates the narrow focus given. He said police officers should be able to focus on important issues and not worry about parked cars. He appreciates taking the work load off the officers.

Police Chief Chiodo stated while officers handle crimes where they have arrest powers, cadets would help with what are called "lower level." This allows officers to handle calls where cadets can respond to community requests and needs.

Mayor Dietrich asked if cadets go out on patrol.

Police Chief Chiodo replied cadets do not go out on patrol, they go out in a vehicle and respond to animals, dogs, and cats, that are out. They also go to parks. If they see something they cannot handle they call the police and have the officers handle it. Cadets act as a witness. They also go on ride alongs with officers, but do not have patrol powers. Cadets can drive around the city and look for properties that are in disrepair. In that case, they work with code compliance. Cadets serve as an extra set of eyes without enforcement power.

Mayor Dietrich asked about the citations listed in the Council packets and if those were misdemeanors.

Police Chief Chiodo replied some are petty misdemeanors.

Mayor Dietrich mentioned that in February a resident came up during Public Comment and discussed a parking ticket they had received. This falls under the citations that a cadet could handle. When the resident went to the County to inquire about the ticket, they discovered it was a misdemeanor. She said she has some concerns. While this may be a separate issue she suggested when setting priorities for the retreat about cleaning up code, she wondered if some need to be reclassified that they are not misdemeanors. With a clean record, a misdemeanor can be a big deal to have on a record.

City Administrator Kris Wilson stated the Police Chief and City Attorney are best equipped to handle this. There has been follow up discussions with the resident that came forward in February. She was unsure where things stood at this time.

Police Chief Chiodo stated winter parking is a misdemeanor because of the need to immediately tow the vehicle out of the road because it is blocking where the plow needs to go. There is a difference between an immediate tow and a delayed tow.

Mayor Dietrich mentioned she would be more comfortable with the way this item reads if they were all petty misdemeanors.

Councilmember T’Kach agreed those should be reviewed; a petty misdemeanor versus a misdemeanor for a snow plow. She would like more discussion with the Council and the Public Works Director.

Councilmember Scales questioned if a petty misdemeanor could not be towed.

Police Chief Chiodo replied they could not do an immediate tow. There is no point in tagging a winter vehicle if it would not be towed.

Councilmember Scales said he felt there was some value in having the misdemeanor tag on parking for snow removal. He would like more thought given to it being a petty misdemeanor when they cannot move a vehicle out of the plow’s way.

Mayor Dietrich asked if the vehicle could be moved by an officer, not by a cadet.

Police Chief Chiodo replied if deciding a cadet cannot issue tickets for parking, the police officer would come and order the immediate tow.

Councilmember Scales addressed the parking situation that was mentioned earlier in the year, and stated if the car needed to be towed it was probably labeled the right way, as a misdemeanor. If it did not need to be towed it could have been a petty misdemeanor.

Police Chief Chiodo said there were different levels. Parking in a handicapped spot is a gross misdemeanor. There is a petty misdemeanor for parking so many inches away from the curb and impeding traffic. There are parking citations that fall in different areas depending on severity, or whether it is a safety impact, such as a snow emergency, or not a safety impact.

City Attorney McCauley Nason mentioned one thing that the Council could do if comfortable with the theoretical application of the ordinance to authorize cadets the ability to issue citations would be to move forward with the first reading and direct staff to bring back an analysis of where the different parking citations lay. This item may fit on the May Work Session schedule for review. Council can provide direction if there were any revisions they would like to see made.

Mayor Dietrich agreed with the suggestion for further discussion during a work session.

Councilmember Murphy said he believes this is a good idea, but not to forget there is an ordinance in place that says not to park on the streets. He was unsure how they could change what a petty misdemeanor was versus a misdemeanor. He was unsure how a cadet’s ability to write or not write a ticket solves that problem. When sworn officers are busy with car wrecks, other things need to get done. He said with the last storm there was eight inches of wet snow, the plow came through once, there were two cars on the road that should not have been there, buses could not get through because they only had one snowplow pass. The kids did not have someplace to stand. He said he is a follow the rules type and felt the discussion was about what a cadet can do, he wanted to be sure they can do things.

Motion by Murphy, second by T’Kach, to approve the First Reading of Ordinance Amending City Code to Allow Police Cadets to Issue Certain Citations

Ayes: 5

Nays: 0 Motion carried.

F. Authorization to Issue Request for Proposals for Insurance Agent Services. Resolution 2023-083

Assistant Finance Director Sam Hosszu discussed a resolution for the city to go out for an RFP (Request For Proposal) for Insurance Agent Services.

Current City Insurance Policies:

- Property and Casualty Policy
 - Includes: liability, property, automobile, cyber, fuel tank storage, employee bond
 - Renews September 1, 2023
 - League of MN Cities requires the use of an Agent for this policy renewal
- Workers Compensations Policy
 - Renews September 1, 2023
 - Agent not required for this policy renewal
- Liquor Liability
 - Renews January 1, 2024
 - Agent not required for this policy renewal

Agent Duties:

- Assist with the annual renewal
 - Help facilitate the relationship between the League and Founders Insurance
- Make recommendations on coverage options
- Advise the city on coverage alternatives
 - For example: Last year the Agent brought up the primary vehicle use coverage. This covers city employees who use their personal vehicle for city use. The city's liability coverage would default to become the primary.
- Assist with safety and loss control activities
 - If noting a commonality such as carpal tunnel, gives recommendations
- Review policies for completeness and accuracy
- Assist the city in limiting exposures or dangerous activities
- Recap and explain any increases in premiums
- Evaluate alternatives to League of Minnesota Cities
 - When the renewal happens in August, it was unlikely he would be before the Council recommending something other than the League
 - 830 of the 853 cities within the state are with the League (97%)
 - Other opportunities should also be explored
- Review open claims quarterly
- Other functions normally done by an Agent

Current Agent:

- Arthur J. Gallagher
 - Agent of record since March 2014
 - Currently the agent for property and casualty insurance and liquor liability insurance
 - Workers' compensation does not require the use of an agent for the renewal. The city does not currently use an agent for this renewal
 - No current contract with Gallagher
 - Gallagher is aware of the city's intent to solicit proposals

Fees:

- Agent fees are negotiable
 - Existing fees have been 10% of the renewal premiums
 - For the 2022/2023 policy, this is \$42,845.20
 - Includes both liquor liability and property and casualty amounts
- Proposed RFP changes this to a flat rate structure
 - Consistent with many neighboring cities
 - Ties the fee to a service rather than a policy premium

RFP Details:

- Proposed duration:
 - 3-year initial period (September 2023 through August 2026)

- Optional 2-year extension if the city is satisfied with the services (September 2026 through August 2028)
- Option to include Workers Compensation insurance agent services

Next Steps:

- April 10, 2023: Council approves advertisement of RFP
- April 11, 2023: Staff distributes and advertises the RFP
- April 28, 2023: 4 p.m. deadline for the submission of the RFP
- May 1-5, 2023: Staff reviews the RFP's, performs background checks
- May 8-12, 2023: Insurance broker interviews, if necessary
- May 15-16, 2023: Staff compiles a recommendation, discusses contract details
- May 22, 2023: City Council considers contract recommendation

To note: This is a tight timeline due to the renewal date quickly approaching.

Councilmember Gliva asked if claims with workman's comp are handled with the Union.

Assistant Finance Director Hosszu replied it is handled through finance and human resources.

Councilmember Murphy noted the flat rate versus the 10% commission and asked if the percentage was normal. It seemed high to him.

Assistant Finance Director Hosszu replied the renewal had three different options; 10% was the highest of the three selections. The flat rate is typical.

Motion by Scales, second by Gliva, to approve an Authorization to Issue Request for Proposals for Insurance Agent Services. Resolution 2023-083

Ayes: 5

Nays: 0 Motion carried.

7. PUBLIC COMMENT:

Allan Hunting, 2645 96th Street East, was present on behalf of his wife Amy, who could not attend. He discussed the No Mow May initiative stating that Amy had sent an email to the Council asking if the city could take part in this initiative. No Mow May is an effort to provide a habitat for bees and other pollinators to have a food source as they come out of hibernation. For the month of May, residents would let their grass grow. When May ends, the city gives a grace period of a certain number of days before residents would have to cut their grass. He said they noted other cities also taking part including St. Paul. Residents would sign up, so there would be a name and address on record for code enforcement. People would be allowed to let their grass grow in May and when the month is over, cut the grass. He said Amy feels it is very important for the city and would like the city to approve and let residents take part in the No Mow May initiative.

Councilmember T'Kach stated in the last year she has heard of several people who have supported the idea of No Mow May and would like over time, involve young people, and come up with a logo supporting this for the city. The logo could change yearly like a design contest. She said there is a lot of public support out there. This is an ecological environmental opportunity for the city. She would support something like this.

Councilmember Murphy said he felt No Mow May was a great idea. He asked if a lot of citations were handed out for not mowing the grass.

Community Development Director Rand replied not so much in the month of May. Six (6) inches or more of grass would need to be there before citing people.

She stated this item was discussed by the Environmental Advisory Commission. That Commission recommended a work plan for the Council for this year. The Council adopted it. The Commission chose to focus on four items but this item did not make the cut. It is important, but the Commission decided to focus on other things. The intent could be to consider it for next year. If this were to be the case, the city would need to change the ordinances in advance. There would be a sign up and an educational component.

8. MAYOR AND COUNCIL COMMENTS:

Mayor Dietrich shared that the city is currently accepting applications to three Advisory Commissions: Planning Commission, Parks and Recreation Commission, and the Environmental Advisory Commission. Applications are being accepted through May 1st with terms beginning in June. She encouraged those interested to apply. Application forms and additional information can be found on the city website at: www.ighmn.gov, or call the City Clerk.

9. ADJOURN:

Motion by Scales, second by Gliva, to adjourn the meeting at 7:22 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sheri Yourczek



Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Ryan Albright, Accounting Technician, 651.450.2515

ACTION REQUESTED

The Council is asked to adopt the attached resolution, approving disbursements for the period of April 5 - 14, 2023.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of April 5 – 14, 2023. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$477,305.49
Special Revenue	39,227.47
Debt Service	-
Capital Projects	12,023.96
Enterprise	249,921.11
Internal Service	54,510.46
Escrows	20,870.50
Total - All Funds	853,858.99

FISCAL IMPACT

The disbursements are within adopted budgets for the associated funds or have otherwise been approved by the Council.

RECOMMENDATION

Staff recommends approval of the disbursements as presented.

ATTACHMENTS

1. Resolution
2. Disbursements listing (4.5.2023 - 4.14.2023)

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

RESOLUTION NO. __

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF

April 5, 2023 – April 14, 2023.

WHEREAS a detailed listing of disbursements for the period of April 5, 2023 – April 14, 2023, was presented to the council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that payment of the disbursements for the following fund types are approved:

Fund Type	Amount
General Fund	\$477,305.49
Special Revenue	39,227.47
Debt Service	-
Capital Projects	12,023.96
Enterprise	249,921.11
Internal Service	54,510.46
Escrows	20,870.50
Total - All Funds	853,858.99

Adopted this 24th day of April 2023 by the City Council of Inver Grove Heights, MN

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 4/5/2023 - 4/14/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
GET MESSY LLC	157104168	12/31/2022	ghostly gatherin svcs	101.44.6100.453.30700	102.00
WI SCTF (WI SUPPORT COLLECT...	INV0159730	03/24/2023	PARTICIPANT ID#0004986316	101.203.2032100	433.06
TYLER TECHNOLOGIES, INC	025-417095	04/06/2023	Business Process Review-Project...	101.41.2000.415.30700	250.00
FIRST IMPRESSION GROUP	142016P	04/06/2023	insights postage	101.41.1300.413.50035	3,138.03
KIRI ANN FAUL	1470	04/06/2023	Psych/Eval: Taarud	101.42.4000.421.70501	650.00
CULLIGAN	157985524824X033123	04/06/2023	RV bottled water service	101.44.6000.451.40050	11.30
KENNEDY & GRAVEN	173380	04/06/2023	Internal Investigation	101.41.1120.413.30420	12,102.00
LEVANDER, GILLEN & MILLER P....	2/28/2023 81.10	04/06/2023	ATC water treatment plant site ...	101.43.5000.441.30420	28.00
LEVANDER, GILLEN & MILLER P....	2/28/2023 81.10	04/06/2023	AT&T wireless antenna lease	101.43.5000.441.30420	70.00
PRECISE MRM	200-1041826	04/06/2023	Truck data	101.43.5200.443.30700	110.00
SENSIBLE LAND USE COALITION	2025	04/06/2023	Registration for Single Family R...	101.45.3000.419.50080	48.00
RENEE DUBS ELLENA	23-5168	04/06/2023	insights layout	101.41.1300.413.30700	2,210.00
GALLS LLC	23783491	04/06/2023	Entry Tool	101.42.4000.421.60065	209.29
BUREAU OF CRIMINAL APPREH...	28828	04/06/2023	Training- Randall	101.42.4000.421.50080	75.00
ELLIE FAMILY SERVICES PLLP	3_31_2023_BM_4	04/06/2023	Peer Support/Add'l Services	101.42.4000.421.30700	1,367.50
BOLTON & MENK, INC.	308657	04/06/2023	Engineering Staff Aug	101.43.5100.442.30700	15,375.00
ASPEN MILLS	309791	04/06/2023	Uniform - Randall	101.42.4000.421.60045	73.45
VERIFIED HOLDINGS, LLC	340947	04/06/2023	Pre-employment background c...	101.41.1120.413.30700	419.00
IGH FIRE RELIEF ASSN	4/3/2023	04/06/2023	2023 Supplemental Benefit	101.42.4200.423.20500	1,000.00
STREAMLINE DESIGN INC	42102	04/06/2023	uniform shirts for Officers	101.42.4200.423.60045	1,236.00
MESSERLI & KRAMER, P.A.	435708	04/06/2023	2023 2nd quarter retainer	101.41.1000.413.30700	10,750.00
LOCAL GOVERNMENT INFORM...	53597	04/06/2023	logis	101.42.4000.421.50072	2,741.00
NORTHERN SAFETY TECHNOLO...	55584	04/06/2023	Removal of equipment Squad 34	101.42.4000.421.80700	914.00
T. A. SCHIFSKY & SONS, INC.	68774	04/06/2023	Hot mix asphalt	101.43.5200.443.60016	1,206.00
STERICYCLE INC	8003549088	04/06/2023	Shred-It	101.42.4000.421.30700	178.37
UNIFIRST CORPORATION	900755471	04/06/2023	Street uniforms	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	900755471	04/06/2023	Parks uniforms	101.44.6000.451.60045	15.93
WI SCTF (WI SUPPORT COLLECT...	INV0151307B	04/06/2023	Participant ID#0004986316	101.203.2032100	433.06
SAFE-FAST, INC.	INV273925	04/06/2023	Uniforms	101.43.5200.443.60045	62.75
MACQUEEN EQUIPMENT INC	P08733	04/06/2023	hose parts	101.42.4200.423.60065	1,311.40
WSB & ASSOCIATES, INC.	R-022068-000-2	04/06/2023	Multiple Family Ord. Update #2	101.45.3200.419.30700	1,748.75
ICMA RETIREMENT TRUST - 457	INV0160546	04/07/2023	457 - ROTH AGE <50 %	101.203.2031400	845.29
ICMA RETIREMENT TRUST - 457	INV0160547	04/07/2023	457 - ROTH AGE <50	101.203.2031400	405.00
ICMA RETIREMENT TRUST - 457	INV0160548	04/07/2023	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0160549	04/07/2023	457 -AGE <49 %	101.203.2031400	8,545.50
ICMA RETIREMENT TRUST - 457	INV0160550	04/07/2023	457 -AGE 50+	101.203.2031400	3,465.29
ICMA RETIREMENT TRUST - 457	INV0160551	04/07/2023	457 -AGE <49	101.203.2031400	6,908.38
ICMA RETIREMENT TRUST - 457	INV0160552	04/07/2023	457 PLAN -AGE 50+ %	101.203.2031400	1,234.62
MN STATE RETIREMENT SYSTEM	INV0160553	04/07/2023	457 ROTH IRA (AGE 49 & UNDE...	101.203.2031400	478.00
AFSCME COUNCIL 5	INV0160554	04/07/2023	UNION DUES (AFSCME FULL SH...	101.203.2031000	1,007.28
AFSCME COUNCIL 5	INV0160555	04/07/2023	UNION DUES (AFSCME FULL SH...	101.203.2031000	20.98
MINNESOTA DEPARTMENT OF ...	INV0160556	04/07/2023	CASE #001570640001	101.203.2032100	331.79
TEXAS STATE DISBURSEMENT ...	INV0160557	04/07/2023	CASE #0012022247	101.203.2032100	230.77
MINNESOTA DEPARTMENT OF ...	INV0160558	04/07/2023	CASE #001490481201	101.203.2032100	316.30
MINNESOTA DEPARTMENT OF ...	INV0160559	04/07/2023	CASE #000115468905	101.203.2032100	65.06
MINNESOTA DEPARTMENT OF ...	INV0160560	04/07/2023	CASE #001563363401	101.203.2032100	377.48
MINNESOTA DEPARTMENT OF ...	INV0160561	04/07/2023	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF ...	INV0160562	04/07/2023	CASE #001521862201	101.203.2032100	200.73
WI SCTF (WI SUPPORT COLLECT...	INV0160563	04/07/2023	PARTICIPANT ID#0004986316	101.203.2032100	433.06
MEDSURETY ACH ONLY	INV0160564	04/07/2023	HSA ELECTION-FAMILY	101.203.2032500	4,390.15
MEDSURETY ACH ONLY	INV0160565	04/07/2023	HSA ELECTION-SINGLE	101.203.2032500	5,541.68
IGH PROFESSIONAL FIREFIGHTE...	INV0160566	04/07/2023	UNION DUES (IAFF)	101.203.2031000	504.01
IUOE	INV0160567	04/07/2023	UNION DUES IUOE	101.203.2031000	1,729.50

Expense Approval Report

Payment Dates: 4/5/2023 - 4/14/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LELS LOCAL #84	INV0160568	04/07/2023	UNION DUES (LELS)	101.203.2031000	2,448.00
LELS	INV0160569	04/07/2023	UNION DUES (LELS LIEUTENANT...	101.203.2031000	270.00
MN STATE RETIREMENT SYSTEM	INV0160570	04/07/2023	MINNESOTA DEFERRED COMP...	101.203.2031400	1,235.00
MN STATE RETIREMENT SYSTEM	INV0160571	04/07/2023	MINNESOTA DEFERRED COMP...	101.203.2031400	408.35
PERA	INV0160572	04/07/2023	PERA COORDINATED PLAN	101.203.2030600	49,147.78
PERA	INV0160573	04/07/2023	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,780.59
PERA	INV0160574	04/07/2023	PERA POLICE & FIRE PLAN	101.203.2030600	29,992.89
PERA	INV0160575	04/07/2023	EMPLOYER SHARE (POLICE & FI...	101.203.2030600	44,989.28
ICMA RETIREMENT TRUST - 457	INV0160576	04/07/2023	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,346.53
ICMA RETIREMENT TRUST - 457	INV0160577	04/07/2023	ROTH IRA (AGE 50 & OVER)	101.203.2032400	663.46
ICMA RETIREMENT TRUST - 457	INV0160578	04/07/2023	ROTH-AGE <49 %	101.203.2032400	48.99
LELS	INV0160579	04/07/2023	UNION DUES (LELS SGT)	101.203.2031000	472.50
EFTPS	INV0160580	04/07/2023	FEDERAL WITHHOLDING	101.203.2030200	69,040.85
MN DEPT OF REVENUE (PAYROL...	INV0160581	04/07/2023	STATE WITHHOLDING	101.203.2030300	29,175.96
EFTPS	INV0160582	04/07/2023	MEDICARE WITHHOLDING	101.203.2030500	19,047.96
EFTPS	INV0160583	04/07/2023	SOCIAL SECURITY WITHHOLDING	101.203.2030400	49,570.06
FIRST IMPRESSION GROUP	142016	04/13/2023	Insights newsletter spring 2022	101.41.1300.413.50032	6,865.00
CULLIGAN	157984591006X033123	04/13/2023	water delivery st 1	101.42.4200.423.60065	110.58
CULLIGAN	157984591188X033123	04/13/2023	water delivery station 3	101.42.4200.423.60065	61.95
CULLIGAN	157986034674X03312	04/13/2023	water delivery st 2	101.42.4200.423.60065	101.01
EYEMED	165719127	04/13/2023	4.2023 Premium	101.203.2032700	219.10
EYEMED	165719127	04/13/2023	3.2023 Premium-Retro Adjustm...	101.203.2032700	4.65
EYEMED	165719129	04/13/2023	Cobra premium 4.2023	101.203.2032710	13.66
FIRE PROTECTION SERVICES, INC.	1794	04/13/2023	review of sprinkler plans	101.42.4200.423.30700	217.58
FIRE PROTECTION SERVICES, INC.	1795	04/13/2023	review of sprinkler plans	101.42.4200.423.30700	256.09
NORTHERN SERVICE CENTER	19WSCR22125831	04/13/2023	Bail Money CN: 23-0001150	101.207.2071000	300.00
MCKESSON MEDICAL-SURGICAL	..20503593	04/13/2023	medical supplies for trucks	101.42.4200.423.60065	284.52
MCKESSON MEDICAL-SURGICAL	..20504322	04/13/2023	medical supplies for trucks	101.42.4200.423.60065	1,169.84
RACHEL ANDERSON KANGAS	23	04/13/2023	Instructors for LAX Fundamenta...	101.44.6100.454.30700	1,600.00
GOODHUE COUNTY SHERIFF'S ...	2300269	04/13/2023	Bail Money CN: 23-001143 Croft	101.207.2071000	250.00
RENEE DUBS ELLENA	23-5161	04/13/2023	CD Annual Report	101.41.1300.413.30700	1,725.00
RADIOTRONICS, INC.	286126	04/13/2023	Renewal of watch dog services	101.42.4000.421.60013	168.00
KENISON, TERRI	3/1/2023	04/13/2023	station cleaning: sts 1 2 3	101.42.4200.423.30700	1,600.00
LISA & ARSEN STEPANOV	3/17/2023	04/13/2023	Chicken license refund	101.41.0000.3223500	25.00
STEWART PLUMBING INC	3/30/2023	04/13/2023	Plumbing permit refund	101.45.0000.3222000	139.00
CAMPBELL KNUTSON, P.A.	3/31/2023	04/13/2023	Case Review	101.42.4000.421.30410	51.15
ELY ROSALES MONTES	3/31/2023	04/13/2023	Refund for city contractor licen...	101.45.0000.3219500	100.00
ASPEN MILLS	311594	04/13/2023	PD uniform + accessories and p...	101.42.4000.421.60045	1,481.43
ASPEN MILLS	311641	04/13/2023	Rain jacket - officer Arndt	101.42.4000.421.60045	179.50
OXYGEN SERVICE COMPANY, INC	3549888	04/13/2023	Oxygen Services	101.42.4000.421.60065	73.98
METROPOLITAN COUNCIL	4/5/2023	04/13/2023	Less: other charges	101.41.0000.3414000	-198.80
MN DEPT OF HEALTH	4/5/2023MDH	04/13/2023	Recreation Food service 2023 li...	101.44.6100.459.50070	95.00
K & S HEATING AIRCONDITIONI...	4/6/2023	04/13/2023	City contractor license refund	101.45.0000.3219500	100.00
RIVERSIDE MECHANICAL	4/6/2023	04/13/2023	plumbing permit refund - contr...	101.45.0000.3222000	84.80
WS&D PERMIT SERVICE	4/7/2023	04/13/2023	Refund window building permit	101.45.0000.3221000	286.20
ALL WAYS DRAINS LTD	4/7/2023	04/13/2023	Permit refund - payment not re...	101.45.0000.3221500	109.85
ALL WAYS DRAINS LTD	4/7/2023	04/13/2023	Permit refund - payment not re...	101.45.0000.3222000	169.00
ABDO, LLP	470246	04/13/2023	Progress Billing-2022 Audit	101.41.2000.415.30100	33,000.00
DAKOTA CTY FINANCIAL SVCS	5500458	04/13/2023	PD radios Feb & March	101.42.4000.421.70501	3,686.14
DAKOTA CTY FINANCIAL SVCS	5500458	04/13/2023	FD radios Feb & Mar	101.42.4200.423.30700	3,452.84
DAKOTA CTY FINANCIAL SVCS	5500458	04/13/2023	PW radios Feb & Mar	101.43.5200.443.30700	93.32
ITL PATCH COMPANY, INC.	5AC73D9D-0010	04/13/2023	Patch- Cadet, Explorer, Reserve,...	101.42.4000.421.60045	1,254.00
HOLIDAY COMPANIES	80901042300	04/13/2023	PD squad cars monthly washes ...	101.42.4000.421.40041	315.00
PUBLIC SAFETY EQUIPMENT, LL...	9468	04/13/2023	Certication and Tuning	101.42.4000.421.40042	647.00
ENTERPRISE FM TRUST	FBN4717281	04/13/2023	Lease Payment	101.42.4000.421.70300	14,479.95
STREICHER'S	I1625867	04/13/2023	Red Dots	101.42.4000.421.60018	333.47
GEOTAB USA, INC.	IN334284	04/13/2023	ProPlus Plan monthly fees 3.20...	101.42.4000.421.50072	264.18
INNOVATIVE OFFICE SOLUTIONS	IN4082125	04/13/2023	PD office supplies	101.42.4000.421.60010	291.45
INNOVATIVE OFFICE SOLUTIONS	IN4087354	04/13/2023	stapler-AI & key tags-Julie	101.44.6100.459.60010	22.41
INNOVATIVE OFFICE SOLUTIONS	IN4088866	04/13/2023	Planner notebook	101.41.1100.413.60010	26.07

Expense Approval Report

Payment Dates: 4/5/2023 - 4/14/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INNOVATIVE OFFICE SOLUTIONS	IN4100690	04/13/2023	Storage boxes	101.41.1140.413.60010	47.78
IUOE	INV0151311B	04/13/2023	UNION DUES IUOE	101.203.2031000	1,627.00
MACQUEEN EMERGENCY GRO...	P13716	04/13/2023	Breathing apparatus' repairs	101.42.4200.423.40042	597.50
INNOVATIVE OFFICE SOLUTIONS	SUM-072957-4111771	04/13/2023	Office Supplies	101.42.4000.421.60010	52.54
INNOVATIVE OFFICE SOLUTIONS	SUM-072957-4137268	04/13/2023	binder for plans & specs	101.44.6000.451.60065	28.04
INNOVATIVE OFFICE SOLUTIONS	SUM-072957-4137268	04/13/2023	padholder	101.44.6000.451.60065	45.76
INNOVATIVE OFFICE SOLUTIONS	SUM-072957-4137268	04/13/2023	binder for plans & specs	101.44.6000.451.60065	28.04
INNOVATIVE OFFICE SOLUTIONS	SUM-072957-4137268	04/13/2023	binder for plans & specs	101.44.6000.451.60065	28.04
INNOVATIVE OFFICE SOLUTIONS	SUM-072957-4137268	04/13/2023	binder for plans & specs	101.44.6000.451.60065	28.04
INNOVATIVE OFFICE SOLUTIONS	SUM-072957-4137268	04/13/2023	binder for plans & specs	101.44.6000.451.60065	28.04
INNOVATIVE OFFICE SOLUTIONS	SUM-072957-4137268	04/13/2023	binder for plans & specs	101.44.6000.451.60065	28.04
Fund 101 - GENERAL FUND Total:					477,305.49

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

R & R SPECIALTIES OF WI, INC.	0078668-IN	04/06/2023	Zam blade sharpening	205.44.6200.453.40042	37.50
MEI TOTAL ELEVATOR Solutio...	1013445	04/06/2023	2nd qrtr elevator svc	205.44.6200.453.40040	284.67
LVC COMPANIES, INC.	110685	04/06/2023	replace broken speaker strobe ...	205.44.6200.453.40040	392.20
CULLIGAN	157011438908X033123	04/06/2023	softener salt	205.44.6200.453.60016	258.48
CULLIGAN	157011438908X033123	04/06/2023	softener salt	205.44.6200.453.60016	64.62
ULINE	161299384	04/06/2023	chairs for P&R office staff	205.44.6200.453.60040	617.93
TOTAL CONSTRUCTION & EQUIP.	40239902.1	04/06/2023	CR 2 electric panel change out	205.44.6200.453.40040	4,300.00
GRAINGER	9653339003	04/06/2023	misc shop supplies	205.44.6200.453.60012	20.05
GRAINGER	9653339003	04/06/2023	misc shop supplies	205.44.6200.453.60012	20.05
KRYZER, AUSTYN	04/11/23refund	04/13/2023	refund for ice overpayment	205.44.0000.3492200	5.35
MITY-LITE INC	157872	04/13/2023	chair cart for room chairs	205.44.6200.453.40040	8,670.89
ULINE	161592946	04/13/2023	wood workstation & table light ...	205.44.6200.453.40040	741.81
2nd WIND EXERCISE EQUIPME...	22-040586	04/13/2023	Replacement handles for cable...	205.44.6200.453.40042	333.72
SUPREME AUDIO INC	227359	04/13/2023	upgrade bluetooth unit for stud...	205.44.6200.453.60016	167.99
TAHO SPORTSWEAR	23TS1266	04/13/2023	Ice Show participant/costume f...	205.44.6200.453.60045	287.50
PUSH PEDAL PULL	357812	04/13/2023	Repair Squat machine	205.44.6200.453.40042	352.64
PUSH PEDAL PULL	357863	04/13/2023	Replace worn cable on Rower	205.44.6200.453.40042	200.00
PUSH PEDAL PULL	357864	04/13/2023	replcmt lbls for wt stcks/handles..	205.44.6200.453.40042	293.46
TWIN SOURCE SUPPLY	503498	04/13/2023	cleaning supplies	205.44.6200.453.60011	579.82
TWIN SOURCE SUPPLY	503498	04/13/2023	cleaning supplies	205.44.6200.453.60011	579.81
KENDELL DOORS & HARDWARE	IN073889	04/13/2023	new lock for memb office	205.44.6200.453.40040	926.88
INNOVATIVE OFFICE SOLUTIONS	IN4087354	04/13/2023	misc office supplies for GS-Front...	205.44.6200.453.60010	268.95
INNOVATIVE OFFICE SOLUTIONS	SUM-072957-4121098	04/13/2023	hanging folders/erasable marke...	205.44.6200.453.60010	184.45
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					19,588.77

Fund: 206 - COMMUNITY CENTER-CAPITAL FUND

EXTRACTOR CORPORATION	23-552	04/06/2023	2 of 2 swim suit water extractors	206.44.6200.459.80200	1,515.00
EXTRACTOR CORPORATION	23-553	04/06/2023	1 of 2 new swim suit water extr...	206.44.6200.459.80200	1,515.00
Fund 206 - COMMUNITY CENTER-CAPITAL FUND Total:					3,030.00

Fund: 270 - HOST COMMUNITY FUND

BARR ENGINEERING COMPANY	23190218.00-314	04/06/2023	Pine Bend Landfill Permitting As...	270.75.5900.751.30700	924.00
BARR ENGINEERING COMPANY	23190218.01-1	04/06/2023	Dawn Landfill - Vibration Standa...	270.75.5900.751.30700	2,219.50
LOCAL GOVERNMENT INFORM...	53658	04/06/2023	Fiber build	270.47.1400.413.80800	2,165.20
LOCAL GOVERNMENT INFORM...	53620	04/13/2023	Fiber build	270.47.1400.413.80800	10,903.00
Fund 270 - HOST COMMUNITY FUND Total:					16,211.70

Fund: 290 - EDA-OPERATING FUND

LEVANDER, GILLEN & MILLER P....	2/28/2023 81.13	04/06/2023	EDA Meeting prep and corresp...	290.45.3000.419.30420	397.00
Fund 290 - EDA-OPERATING FUND Total:					397.00

Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND

WEBBER RECREATIONAL DESIG...	1278	04/06/2023	Highland park playground equi...	402.44.6000.451.80800	2,510.00
DAKOTA CTY	3/29/2023	04/13/2023	IGH portion of Cole property va...	402.44.6000.451.80100	2,626.00
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					5,136.00

Fund: 440 - PAVEMENT MGMT-LOCAL STREETS

BOLTON & MENK, INC.	308629	04/06/2023	Dawn Way Bidding Services	440.74.5900.740.30300	4,450.46
BOLTON & MENK, INC.	308657	04/06/2023	Staff Augmentation Carmen Cla...	440.74.5900.740.30300	437.50
BOLTON & MENK, INC.	308657	04/06/2023	Staff Augmentation Cheney Cof...	440.74.5900.740.30300	562.50

Expense Approval Report

Payment Dates: 4/5/2023 - 4/14/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOLTON & MENK, INC.	308657	04/06/2023	Staff Augmentation Bolland 62...	440.74.5900.740.30300	1,437.50
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					6,887.96
Fund: 510 - WATER-OPERATING FUND					
TYLER TECHNOLOGIES, INC	025-418321	04/06/2023	Insite fees online payments (50...	510.50.7100.512.70440	2,651.25
LONE OAK COMPANIES	4/3/2023	04/06/2023	4.2023 Reminder Notices Posta...	510.50.7100.512.50035	448.25
LONE OAK COMPANIES	4/3/2023	04/06/2023	4.2023 Utility Bills Postage (50%)	510.50.7100.512.50035	818.50
LONE OAK COMPANIES	4/3/2023	04/06/2023	4.2023 Reminder Notice Paper ...	510.50.7100.512.60010	37.50
LONE OAK COMPANIES	92205	04/06/2023	Corrected 3.2023 Statement Pr...	510.50.7100.512.30700	504.82
CORE & MAIN LP	5556481	04/06/2023	remote wire for radios	510.50.7100.512.75500	917.43
CORE & MAIN LP	5564919	04/06/2023	New meters	510.50.7100.512.75500	7,838.33
UTILITY CONSULTANTS INC	115802	04/13/2023	Radium lab samples	510.50.7100.512.30700	1,425.00
MINNESOTA DEPARTMENT OF ...	3/27/2023	04/13/2023	Water License	510.50.7100.512.50070	23.00
GOPHER STATE ONE-CALL	3030489	04/13/2023	Locate Tickets	510.50.7100.512.30700	164.70
HAWKINS, INC.	6434099	04/13/2023	Chemicals	510.50.7100.512.60016	1,861.00
Fund 510 - WATER-OPERATING FUND Total:					16,689.78
Fund: 520 - SEWER-OPERATING FUND					
TYLER TECHNOLOGIES, INC	025-418321	04/06/2023	Insite fees online payments (50...	520.51.7200.514.70440	2,651.25
LONE OAK COMPANIES	4/3/2023	04/06/2023	4.2023 Reminder Notices Posta...	520.51.7200.514.50035	448.25
LONE OAK COMPANIES	4/3/2023	04/06/2023	4.2023 Utility Bills Postage (50%)	520.51.7200.514.50035	818.50
LONE OAK COMPANIES	4/3/2023	04/06/2023	4.2023 Reminder Notice Paper ...	520.51.7200.514.60010	37.50
LONE OAK COMPANIES	92205	04/06/2023	Corrected 3.2023 Statement Pr...	520.51.7200.514.30700	504.82
METROPOLITAN COUNCIL	1154454	04/13/2023	waste water sevicees	520.51.7200.514.40015	2,333.66
METROPOLITAN COUNCIL	1154505	04/13/2023	Waste water services	520.51.7200.514.40015	181,505.90
Fund 520 - SEWER-OPERATING FUND Total:					188,299.88
Fund: 521 - SEWER-CAPITAL FUND					
METROPOLITAN COUNCIL	4/5/2023	04/13/2023	Monthly SAC fees	521.217.2170000	19,880.00
Fund 521 - SEWER-CAPITAL FUND Total:					19,880.00
Fund: 530 - STORM WATER-OPERATING					
QUALITY FLOW SYSTEMS, INC.	44597	04/13/2023	Storm lift station #1 pump repai...	530.74.5900.741.40066	19,977.00
Fund 530 - STORM WATER-OPERATING Total:					19,977.00
Fund: 550 - INVER WOOD GOLF COURSE					
WORLD FUEL SERVICES	356454158024-41801	04/06/2023	hydraulic oil	550.52.8600.527.60022	92.73
COCA COLA BOTTLING COMPA...	3607217005	04/06/2023	pop/water for resale	550.52.8300.524.76100	1,487.16
TITLEIST	915315148	04/06/2023	bag for resale	550.52.8200.523.76350	164.15
MN DEPT OF HEALTH	04/06/2023FMcert	04/13/2023	Food Mgr license	550.52.8300.524.50070	35.00
MTI DISTRIBUTING CO	1379879-00	04/13/2023	equipment repair	550.52.8600.527.40042	1,702.35
UNIFIRST CORPORATION	900758193	04/13/2023	informs and towels	550.52.8600.527.60045	136.81
UNIFIRST CORPORATION	900759546	04/13/2023	uniforms and towels	550.52.8600.527.60045	136.81
TITLEIST	915363545	04/13/2023	golf balls for resale	550.52.8200.523.76450	121.08
TITLEIST	915390849	04/13/2023	golf balls for resale	550.52.8200.523.76450	996.76
GRAINGER	9655176403	04/13/2023	shop shelves	550.52.8600.527.40040	201.60
Fund 550 - INVER WOOD GOLF COURSE Total:					5,074.45
Fund: 602 - RISK MANAGEMENT					
LEAGUE OF MN CITIES INS TRUST 7982		04/06/2023	Claim 269789- Plow vs. Tennis T...	602.00.2100.415.70200	578.65
Fund 602 - RISK MANAGEMENT Total:					578.65
Fund: 603 - CENTRAL EQUIPMENT					
HOSE / CONVEYORS INC	102620	04/06/2023	1 1/2 Steel - male NST & female...	603.00.5300.444.40040	43.42
HOSE / CONVEYORS INC	102621	04/06/2023	Stainless P-F clamps & S.J. mill d...	603.00.5300.444.40040	68.15
MANSFIELD OIL COMPANY	24095383	04/06/2023	Fuel	603.140.1450060	1,644.96
MANSFIELD OIL COMPANY	24121402	04/06/2023	Fuel	603.140.1450060	13,521.90
INVER GROVE FORD	5325579	04/06/2023	Spindle rod for parks' pickup	603.00.5300.444.40041	141.45
INVER GROVE FORD	5326285	04/06/2023	2001 Unmarked squad	603.00.5300.444.40041	31.28
INVER GROVE FORD	5327271	04/06/2023	Rear lamp assembly F550 truck	603.00.5300.444.40041	58.45
INVER GROVE FORD	5327335	04/06/2023	Stock brake lining	603.140.1450050	85.68
INVER GROVE FORD	5327455	04/06/2023	Element for F550	603.00.5300.444.40041	75.53
INVER GROVE FORD	5327531	04/06/2023	Motor & pump assembly for city..	603.00.5300.444.40041	20.69
INVER GROVE FORD	5327574	04/06/2023	Lamp assembly fire truck	603.00.5300.444.40041	26.84
UNIFIRST CORPORATION	900755471	04/06/2023	Other rentals	603.00.5300.444.40065	142.86

Expense Approval Report

Payment Dates: 4/5/2023 - 4/14/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	900755471	04/06/2023	CE Uniforms	603.00.5300.444.60045	32.62
POMP'S TIRE SERVICE, INC.	980103693	04/06/2023	Stock squad tires.	603.140.1450050	1,529.10
MN DEPT OF REVENUE	4/11/2023	04/11/2023	March 2023 fuel tax	603.00.5300.444.60021	391.31
Fund 603 - CENTRAL EQUIPMENT Total:					17,814.24

Fund: 605 - CITY FACILITIES

MEI TOTAL ELEVATOR SOLUTIO...	1013445	04/06/2023	2nd qtrr elevator svc - CH & FS#2	605.00.7500.460.40040	854.04
CULLIGAN	157985030228X033123	04/06/2023	softener salt	605.00.7500.460.60016	79.90
MCDONOUGH'S SEWER SERVIC...	2060358	04/06/2023	Cleared & water jetted drains	605.00.7500.460.40040	2,324.82
OWENS COMPANIES	34095	04/06/2023	boilers tune-ups at FS#2	605.00.7500.460.40040	3,597.14
OWENS COMPANIES	34108	04/06/2023	parts for CH work - dxm board, ...	605.00.7500.460.40040	1,450.50
GRAINGER	9654157032	04/06/2023	rest room part for PD	605.00.7500.460.40040	94.54
TOTAL CONSTRUCTION & EQUIP.	36035	04/13/2023	FS #2 bad driver in strobe fixture	605.00.7500.460.40040	695.38
AEP ONSITE PARTNERS, LLC	419-21424891	04/13/2023	Solar panels March 2023	605.00.7500.460.40021	4,765.54
CINTAS CORPORATION	5152643425	04/13/2023	first aid supplies	605.00.7500.460.60065	60.77
GRAINGER	9662978353	04/13/2023	light bulbs	605.00.7500.460.60016	66.24
Fund 605 - CITY FACILITIES Total:					13,988.87

Fund: 606 - TECHNOLOGY FUND

INSIGHT PUBLIC SECTOR	1101040864	04/06/2023	Microsoft Office software	606.00.1400.413.50070	2,577.50
ZAYO GROUP, LLC	19354840	04/06/2023	PRI Telephone	606.00.1400.413.50020	1,531.98
AT&T MOBILITY	287298707874X04032023	04/06/2023	Cell phones	606.00.1400.413.50020	948.17
AT&T MOBILITY	287298708193X04032023	04/06/2023	Cell phones	606.00.1400.413.50020	2,830.39
AT&T MOBILITY	287299110577X04032023	04/06/2023	Cell phones	606.00.1400.413.50020	2,855.65
LOCAL GOVERNMENT INFORM...	53615	04/06/2023	Internet service	606.00.1400.413.50070	1,991.00
LOCAL GOVERNMENT INFORM...	53650	04/06/2023	LF license	606.00.1400.413.50070	536.80
LOCAL GOVERNMENT INFORM...	53650	04/06/2023	Switch purchase	606.00.1400.413.80610	6,865.65
CENTURY LINK	651-455-9072 3/23	04/06/2023	Analog line	606.00.1400.413.50020	49.23
CENTURY LINK	651-457-4184 3/23	04/06/2023	Analog line	606.00.1400.413.50020	70.95
CENTURY LINK	651-457-4602 3/23	04/06/2023	Analog line	606.00.1400.413.50020	100.70
CENTURY LINK	651-457-5524 3/23	04/06/2023	Analog lines	606.00.1400.413.50020	80.94
CENTURY LINK	651-457-6070 3/23	04/06/2023	Analog lines	606.00.1400.413.50020	264.57
VERIZON WIRELESS	9930875061	04/06/2023	Cell phones	606.00.1400.413.50020	600.17
QUADIENT LEASING USA, INC.	N9870914	04/06/2023	Postage lease	606.00.1400.413.40050	825.00
Fund 606 - TECHNOLOGY FUND Total:					22,128.70

Fund: 702 - ESCROW FUND

LEVANDER, GILLEN & MILLER P....	2/28/2023 81.13	04/06/2023	SM HENTGES REVIEW PERMIT	702.229.2297903	49.00
LEVANDER, GILLEN & MILLER P....	2/28/2023 81.13	04/06/2023	CANVAS AT IGH WATER MAIN	702.229.2298003	73.50
LEVANDER, GILLEN & MILLER P....	2/28/2023 81.13	04/06/2023	PELTIER RESERVE DEV AGRMNT...	702.229.2298103	8,059.00
LEVANDER, GILLEN & MILLER P....	2/28/2023 81.13	04/06/2023	INVERPOINT BUSINESS PARK 3...	702.229.2306003	49.00
LEVANDER, GILLEN & MILLER P....	2/28/2023 81.13	04/06/2023	BILOTTA DEV. CONTRACTS	702.229.2308603	347.00
BARR ENGINEERING COMPANY	23190218.00-314	04/06/2023	Bituminous Roadways Expansio...	702.229.2307003	12,293.00
Fund 702 - ESCROW FUND Total:					20,870.50

Grand Total: 853,858.99



Request for Council Action

SUBJECT: Personnel Actions

MEETING DATE: April 24, 2023
ITEM TYPE: Consent Agenda
CONTACT: Janet Shefchik, HR Manager, 651.450.2512

ACTION REQUESTED

The Council is asked to confirm and approve the personnel actions listed below.

BACKGROUND

Full-time Employment:

None

Seasonal/Temporary Employment:

Landon Danner, Golf Course Outside Services
Harrison Bowie, Park Maintenance Helper
Jon Lessard, Golf Course Ranger
Ryan Roszak, Golf Course Laborer
Grace Johnston, Golf Course Concessionaire
Alexandrya Paulson, Golf Course Concessionaire
George Tourville, Golf Course Ranger
Paul Sherburne, Golf Course Concessionaire
Julian Olson, Golf Course Concessionaire
Peyton Dohnalek, Recreation Program Assistant
Madeline Welsch, Engineering Intern

Voluntary Resignations, Retirements and/or Terminations:

None

FISCAL IMPACT

All positions to be filled are funded within the adopted City budget.

RECOMMENDATION

Staff recommends approval of the above-listed personnel actions.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Amendments to Job Classification Plan**

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to approve the attached Job Classification Plan, which contains three changes from the previously adopted Plan.

BACKGROUND

The City maintains a Job Classification plan that assigns each position within the City's organizational structure to a pay grade, and also notes whether the position is exempt (i.e. "salaried") or non-exempt (i.e. "hourly") under the federal Fair Labor Standards Act. The Classification Plan is necessary in order to ensure the City's compliance with the state's Pay Equity Act, which aims to reduce gender disparities in pay and ensure equal pay for equal work. The Plan lists all full-time positions within the City's structure, including both union and non-union positions. In some cases, union negotiations have led to a pay range for a position or an exempt / non-exempt designation that varies from what is listed in the Classification Plan, in which case the terms of the union contract prevail.

The current plan was adopted in May of 2018 and has been adjusted from time to time since, as positions, job titles and responsibilities have evolved. The Classification Plan was most recently amended by the City Council at its December 12, 2022 meeting.

There are three additional amendments brought forth at this time:

1. Moving the Chief Building Official position from Pay Grade 21 to 22, to reflect increasing levels of responsibility and to improve market competitiveness.
2. Adjusting the Assistant Golf Course Superintendent from being a non-exempt position in Grade 14 to an exempt position in Grade 15, to reflect the supervisory responsibilities of the position.
3. Elimination of the no longer utilized classification of Lead Operations Worker, from Pay Grade 10.

All three changes are indicated in red font on the attached Classification Plan.

FISCAL IMPACT

The change to the pay grade for the Chief Building Official was formally budgeted for within the City's adopted 2023 operating budget. The change for the Assistant Golf Course Superintendent will add no new costs this year, due to a long-tenured employee retiring and the new hire starting at a lower step of the pay scale. Finally, elimination of the Lead Operations Worker position from the Classification Plan will have no budgetary impact as it was an unused classification.

RECOMMENDATION

Staff recommends approval of the attached amendments to the City's Job Classification Plan.

ATTACHMENTS

1. City of IGH Job Classification Plan (April 24 2023 Amendments)

City of Inver Grove Heights Job Classification Plan – Salary Grade & Exempt Status

Classification Title	Salary	Exempt Status
City Administrator	31	E
Chief of Police	27	E
Director of Public Works	27	E
Director of Parks & Recreation	27	E
Fire Chief	27	E
Director of Community Development	27	E
Director of Finance	27	E
Deputy Fire Chief	24	E
Police Commander	24	E
Human Resources Manager	24	E
City Engineer	24	E
Technology Manager	23	E
Police Lieutenant	22	E
Assistant Finance Director	22	E
Assistant Chief/Fire Marshal	22	E
Chief Building Official	24 22	E
Assistant City Engineer (P.E.)	21	E
City Planner	21	E
Parks Superintendent	21	E
Recreation Superintendent	21	E
Shift Captain – Fire (Exempt – pay as non)	21	E
Street Maintenance Superintendent	21	E
Utilities Superintendent	21	E
Civil Engineer	20	E
Communications Manager	20	E
Golf Course Clubhouse Superintendent	20	E
Sergeant (<i>Exempt – paid as Non-Exempt</i>)	20	NE
City Clerk	19	E
Golf Course Superintendent	19	E
Shift Lieutenant - Fire	19	NE
Associate Planner	18	NE
Fire Operations Supervisor	18	E
Guest Services Supervisor	18	E
Operations & Maintenance Supervisor	18	E
Senior Accountant	18	NE
Systems Administrator	18	E
Aquatics Coordinator	17	NE
Fire Inspector	17	NE
Fitness Coordinator	17	NE
Police Officer	17	NE
Senior Engineering Technician	17	NE
Senior Combination Inspector (Bldg.)	17	NE
Accountant	16	NE
Assistant Planner*	16	NE
Environmental Specialist	16	NE
Combination Inspector (Bldg.)	16	NE
Firefighter	16	NE
Golf Operations Coordinator	16	E

Classification Title	Salary Grade	Exempt Status
Mechanic Lead Worker	16	NE
Park Maintenance Coordinator	16	NE
Recreation Coordinator	16	NE
Wage and Benefits Coordinator	16	NE
Assistant Golf Course Superintendent	14 15	NE E
Engineering Technician	15	NE
Environmental Resources Technician	15	NE
GIS Specialist	15	NE
Human Resources Coordinator	15	NE
Code Compliance Coordinator	15	NE
Water Plant Operator	15	NE
Accounting Technician, Sr.	14	NE
GIS Tech II	14	NE
Golf Course Mechanic	14	NE
IT Specialist	14	NE
Mechanic	14	NE
Communications Specialist	13	NE
Deputy City Clerk	13	NE
Street Maintenance Lead Worker	13	NE
Utilities Lead Worker	13	NE
Accounting Technician	12	NE
Administrative Specialist	12	NE
Community Development Support Spec.	12	NE
Engineering Support Specialist	12	NE
Public Works Support Specialist	12	NE
Records Specialist	12	NE
Sign Worker – Street Maintenance	12	NE
Assistant to the Chief Building Official	11	NE
Sr. Office Support	11	NE
Recreation Specialist	11	NE
Evidence Technician	10	NE
GIS Tech I/Tech Asst.*	10	NE
Lead Operations Worker	10	NE
Office Support II	10	NE
City Facilities Maintenance Worker	10	NE
Parks Maintenance Worker	10	NE
Street Maintenance Worker	10	NE
Utility Maintenance Worker	10	NE
VMCC Maintenance Worker	10	NE
Custodian II	9	NE
Lead Customer Service Specialist	9	NE
Office Support	9	NE
VMCC Operations Worker	9	NE
Customer Service Specialist	8	NE
Golf Course Technician	4	NE
Police Cadet	3	NE
Golf Course Cashier	2	NE
*Classification not currently in use		
Table last updated		April 24, 2023



Request for Council Action

SUBJECT: Approval of Rubbish Hauler License Renewals

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to approve the renewal of 11 Rubbish Hauler Licenses for the period of May 1, 2023 through April 30, 2024.

BACKGROUND

There are currently 14 rubbish haulers licensed to do business in the City of Inver Grove Heights. Of those, 11 completed renewal applications accompanied by the necessary fees and insurance certificates. The 11 rubbish haulers to be approved are listed below:

Doing Business As	Business Address
Allied Waste Services	11380 Courthouse Blvd Inver Grove Heights, MN 55077
Dick's Sanitation Service	8984 215 th St W Lakeville, MN 55044
Highland Sanitation & Recycling	1811 Century Ave Newport, MN 55055
Keith Krupenny & Son Disposal Service	1214 Hall Ave West St. Paul, MN 55118
Tennis Sanitation	720 4 th St. – P.O. Box 62 St. Paul Park, MN 55071
Nitti Sanitation	10730 Briggs Dr. Suite B Inver Grove Heights, MN 55077
Lightning Disposal	10730 Briggs Dr. Suite B Inver Grove Heights, MN 55077
Veit Container Systems	21075 134th Ave N Rogers, MN 55374
Inver Grove Sanitation	3662 76rd St E Inver Grove Heights, MN 55076

Triangle Rubbish	1881 Lexington Ave S St. Paul, MN 55118
Aspen Waste Systems of Minnesota	2951 Weeks Ave SE Minneapolis, MN 55414

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends renewal of the listed Rubbish Hauler Licenses.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Massage Business and Therapist License Renewals**

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to approve license renewals for the massage businesses and massage therapists listed below.

BACKGROUND

The City currently has 10 massage business licenses and 18 massage therapist licenses. Five businesses and six therapists have the necessary renewal applications, license fees and liability insurance certificates submitted and Police Department background checks completed, and are therefore presented for Council approval at this time.

The licenses are as follows:

Massage Business	Business Address
Salon Fusion	3105 65th St E Suite 300
Oye Spa LLC	7741 Amana Trl
Heaven Sent Healing Massage and Wellness Center	5874 Blackshire Path
Mystic Moon Wellness	1870 50th St E
Enhance MD Body & Skin Clinic	5565 Blaine Ave Suite 250
Inver Grove Chiropractic	2940 65th St E
Back to Center	870 50th St E
Onalos Massage	2898 Upper 55th St E
Essential Therapeutic BodyWork	5778 Blackshire Path #200
Massage by Mary	2898 Upper 55th St

Massage Therapist	Doing Business As:
Delaina Hinrichs	Mystic Moon Wellness
Roger Hinrichs	Mystic Moon Wellness

Frances Diaz Mayer	Oye Spa LLC
Helen Castillo-Delgado	Enhance MD BodyWork & Skin Clinic
Mary Lambert	Massage By Mary
Jennifer Swenson	Heaven Sent Healing Massage and Wellness Center
Mary Lambert	Massage by Mary
Monica Bemus	Essential Therapeutic BodyWork
Enrique Solano	Onalos Massage
Julie Olson	Back to Center
Beth Henning	Inver Grove Chiropractic
Jessica Taylor Knox	Inver Grove Chiropractic
Kevin Miner	Salon Fusion
Georgia Kruse	Salon Fusion
Jeanne Fox	Salon Fusion
John Halloran	Salon Fusion

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval of massage business and massage therapist licenses listed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: Resolution Approving the Final Plat and Related Agreements for 9450 Robert Trail South

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to approve the Final Plat, Development Contract and Stormwater Facilities Maintenance Agreement for the subdivision to be known as Robert Trail Woods (Steven Bilotta - Case No. 23-02S).

- Requires 3/5th vote
- 60-day deadline: May 6, 2023 (2nd 60-days)

BACKGROUND

The applicant is requesting approval of the final plat for a four-lot subdivision to be known as Robert Trail Woods. The property is 20.19 acres in size, located at 9450 Robert Trail South. The subdivision is consistent with the Preliminary Plat, approved by City Council on December 12, 2022.

- Park dedication, consisting of a cash contribution, will be paid prior to plat release.
- MnDOT has reviewed the plat and all right-of-way needs have been addressed.
- Engineering has reviewed the plans. A stormwater facilities maintenance agreement and development agreement will be executed between the City and the applicant relating to the location of proposed improvements and stormwater control on the property.

FISCAL IMPACT

Not applicable

RECOMMENDATION

Staff recommends approval of the plat and related agreements with the conditions listed in the attached Resolution.

ATTACHMENTS

1. Resolution
2. Location Map
3. Plat - Official Robert Trail Woods
4. Development Contract
5. Stormwater Facilities Maintenance Agreement - Lot 3
6. Ingress-Egress Easement

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT, DEVELOPMENT CONTRACT AND
STORMWATER FACILITIES MAINTENANCE AGREEMENT FOR THE PLAT OF ROBERT
TRAIL WOODS**

**CASE NO. 23-02S
(Bilotta)**

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

SEE EXHIBIT A

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on November 15, 2022;

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat, Development Contract, and Stormwater Facilities Maintenance Agreement, for the plat of Robert Trail Woods are hereby approved subject to the following conditions:

1. The final plat and accompanying plans shall be in substantial conformance with the plan set listed in the approved Development Contract.
2. Developer shall execute the attached Development Contract and Stormwater Facilities Maintenance Agreement, subject to any revisions as may be required by the City Attorney, which shall be recorded with Dakota County prior to any work commencing on the site.
3. A park dedication fee equal to \$15,400 (\$3,850 x 4) shall be paid to the City prior to release of the final plat.
4. A agreement for the driveway access and maintenance shall be recorded against the property to benefit the lots without road frontage.

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

Resolution No. 23-

Passed this 24th day of April, 2023.

AYES:

NAYS:

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

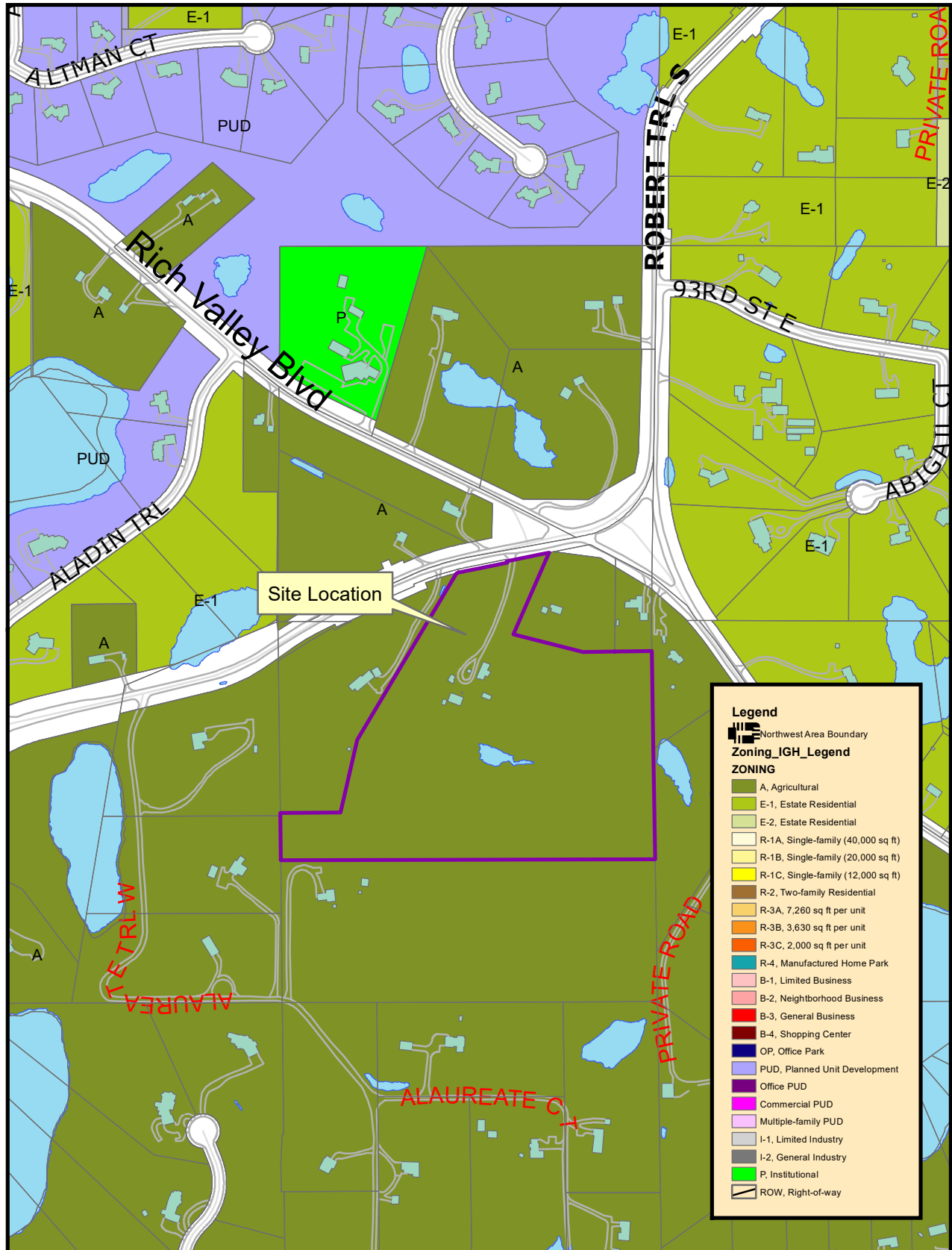
Exhibit "A"

That part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 27, Range 22 lying Southerly of the Southerly right of way line of State Highway No. 3 and the Southerly right of way line of Dakota County Road No. 71; except the following described tracts:

- 1) The South 496.50 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.
- 2) Commencing at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North along the West line thereof a distance of 662.50 feet to the actual point of beginning; thence East parallel with the South line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 210.0 feet; thence deflecting $76^{\circ}39'30''$ left a distance of 260.00 feet; thence deflecting $17^{\circ}30'$ right a distance of 693 feet, more or less, to its intersection with the Southerly right of way line of State Highway No. 3; thence Southwesterly along said Southerly right of way line to its intersection with the North line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence Westerly along said North line to the Northwest corner of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence Southerly along the West line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 665 feet, more or less, to the point of beginning.
- 3) Beginning at the Northeast corner of the Southeast $\frac{1}{4}$; thence South along the East line thereof a distance of 108.00 feet; thence West a distance of 241.00 feet; thence North 75° West a distance of 250.00 feet; thence North $23^{\circ}30'$ East a distance of 290 feet, more or less to its intersection with the Southerly right of way line of State Highway No. 3; thence Easterly along said Southerly right of way line of State Highway No. 3 and Dakota County Road No. 71 to its intersection with the East line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 19; thence Southerly along said East line to the point of beginning.
- 4) That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 27 North, Range 22 West, shown as Parcel No. 11 on Minnesota Department of Transportation Right of Way Plat Numbered 19-172 .



9450 South Robert Trail



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

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map

Map not to scale

ROBERT TRAIL WOODS

KNOW ALL PERSONS BY THESE PRESENTS: That Steven J. Bilotta, a single person, fee owner of the following described property:

That part of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 19, Township 27, Range 22 lying Southerly of the Southerly right of way line of State Highway No. 3 and the Southerly right of way line of Dakota County Road No. 71; except the following described tracts:

- 1) The South 496.50 feet of the Northeast Quarter of the Southeast Quarter.
- 2) Commencing at the Southwest corner of the Northeast Quarter of the Southeast Quarter; thence North along the West line thereof a distance of 662.50 feet to the actual point of beginning; thence East parallel with the South line of said Northeast Quarter of the Southeast Quarter a distance of 210.0 feet; thence deflecting 76 degrees 39 minutes 30 seconds left a distance of 260.00 feet; thence deflecting 17 degrees 30 minutes right a distance of 693 feet, more or less, to its intersection with the Southerly right of way line of State Highway No. 3; thence Southwesterly along said Southerly right of way line to its intersection with the North line of said Northeast Quarter of the Southeast Quarter; thence Westerly along said North line to the Northwest corner of said Northeast Quarter of Southeast Quarter; thence Southerly along the West line of said Northeast Quarter of the Southeast Quarter a distance of 665 feet, more or less, to the point of beginning.
- 3) Beginning at the Northeast corner of the Southeast Quarter; thence South along the East line thereof a distance of 108.00 feet; thence West a distance of 241.00 feet; thence North 75 degrees West a distance of 250.00 feet; thence North 23 degrees 30 Minutes East a distance of 290 feet, more or less to its intersection with the Southerly right of way line of State Highway No. 3; thence Easterly along said Southerly right of way of State Highway No. 3 and Dakota County Road No. 71 to its intersection with the East line of the Southeast Quarter of the Northeast Quarter of said Section 19; thence Southerly along said East line to the point of beginning.
- 4) That part of the Southeast Quarter of the Northeast Quarter of Section 19, Township 27 North, Range 22 West, shown as Parcel No. 11 on Minnesota Department of Transportation Right of Way Plat Numbered 19-172.

All in Dakota County, Minnesota.

Has caused the same to be surveyed and platted as ROBERT TRAIL WOODS and does hereby dedicate to the public, for public use, the drainage and utility easements as created by this plat.

In witness whereof said Steven J. Bilotta, a single person, has caused these presents to be signed this _____ day of _____, 20_____.

Steven J. Bilotta

STATE OF _____, COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____, 20_____, by Steven J. Bilotta, a single person.

Notary Public, Signature

Notary Public, Printed Name
My Commission Expires: _____

Notary Public _____ County, _____

SURVEYORS CERTIFICATE

I Rory L. Synstellen, 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 the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

Rory L. Synstellen, Land Surveyor
Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____, by Rory L. Synstellen, a Licensed Land Surveyor.

Notary Public, Signature

Notary Public, Printed Name
My Commission Expires: _____

Notary Public _____ County, _____

CITY COUNCIL OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA

This plat was approved by the City Council of Inver Grove Heights, Minnesota at a regular meeting thereof held this _____ day of _____, 20_____, and hereby certifies compliance with all the requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor
By: _____, City Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

By _____
Todd B. Tollefson, Dakota County Surveyor

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

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

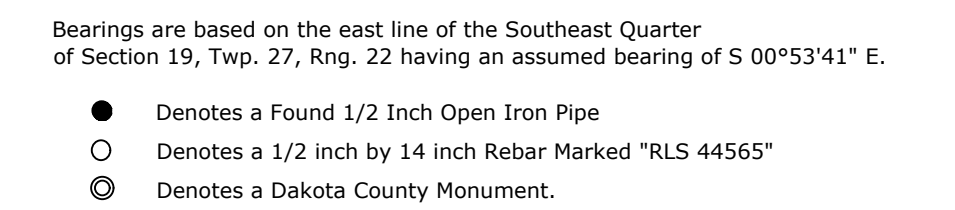
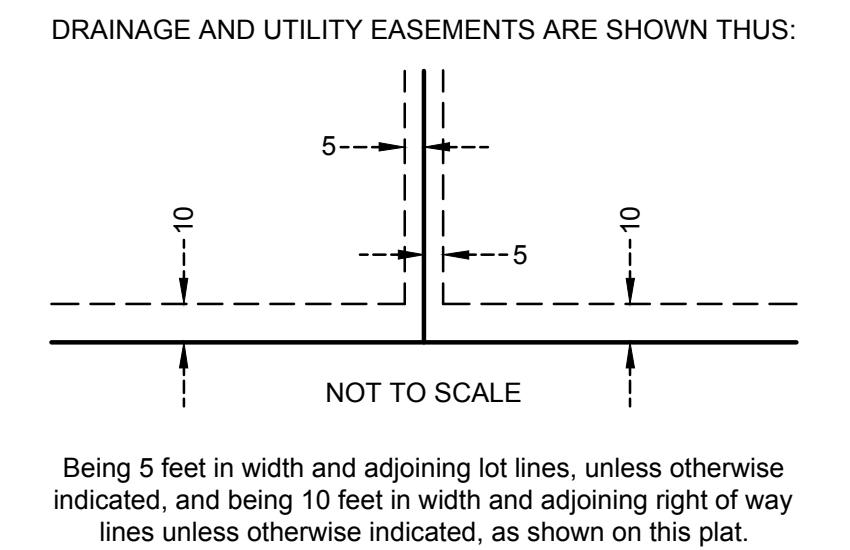
By _____
Amy A. Koethe, Director, Department of Property Taxes and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of ROBERT TRAIL WOODS was filed in the office of the County Recorder for public record on this _____ day of _____, 20_____, at _____ o'clock _____ M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

By _____
Amy A. Koethe, County Recorder

ROBERT TRAIL WOODS



DEVELOPMENT CONTRACT

FOR

PLAT OF ROBERT TRAIL WOODS
(9450 ROBERT TRAIL)

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**CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR PLAT OF ROBERT TRAIL WOODS (9450 SOUTH ROBERT TRAIL)**

THIS DEVELOPMENT CONTRACT is made and entered into on the ____ day of _____, 2023, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the PROPERTY OWNER identified herein.

RECITALS:

WHEREAS, the PROPERTY OWNER has applied to the CITY for approval of the Plat of ROBERT TRAIL WOODS;

WHEREAS, the PROPERTY OWNER 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, tree preservation and landscaping;

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 PROPERTY OWNER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the PROPERTY OWNER undertakes to complete; and
2. The PROPERTY OWNER 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 PROPERTY OWNER 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);

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 PROPERTY OWNER 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 PROPERTY OWNER. "PROPERTY OWNER" means Steven J. Bilotta, a single person, and his successors and assigns.

1.4 PLAT. "PLAT" means the plat of ROBERT TRAIL 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 PROPERTY OWNER.

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 PROPERTY OWNER 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. There are no DEVELOPER PUBLIC IMPROVEMENTS being constructed in by the PROPERTY OWNER.

1.17 PROPERTY OWNER DEFAULT. "PROPERTY OWNER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof that continue and remain uncured after PROPERTY OWNER receives written notice of said PROPERTY OWNER DEFAULT:

- a.) failure by the PROPERTY OWNER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) failure by the PROPERTY OWNER to timely construct the DEVELOPER

IMPROVEMENTS according to the DEVELOPMENT PLANS.

- c.) failure by the PROPERTY OWNER 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 PROPERTY OWNER WARRANTIES.

1.18 FORCE MAJEURE. "FORCE MAJEURE" means acts of God or nature, 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 or shortages; unavailability of materials; war or civil disorder affecting the performance of work; blockades; power or other utility failures; a local government moratorium on development or construction review; pandemic and other public health emergencies, fires or explosions and other similar events or causes beyond the reasonable control of Property Owner rendering the construction, installation or completion of the DEVELOPER IMPROVEMENTS during the continuance of such Force Majeure impossible or impracticable.

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

A. AUTHORITY. PROPERTY OWNER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

B. NO DEFAULT. PROPERTY OWNER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. PROPERTY OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by PROPERTY OWNER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

C. PRESENT COMPLIANCE WITH LAWS. To PROPERTY OWNER's best knowledge, PROPERTY OWNER 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 PROPERTY OWNER is not aware of any pending or threatened claim of any such violation.

D. CONTINUING COMPLIANCE WITH LAWS. PROPERTY OWNER 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 PROPERTY OWNER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. To PROPERTY OWNER'S best knowledge, PROPERTY OWNER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

F. FULL DISCLOSURE. To PROPERTY OWNER'S best knowledge, none of the representations and warranties made by PROPERTY OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by PROPERTY OWNER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

G. PLAT COMPLIANCE. To PROPERTY OWNER'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 PROPERTY OWNER 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 PROPERTY OWNER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.

The warranty period for street, water main, sanitary sewer, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the PROPERTY OWNER to repair and correct any damage to or deficiency with respect to such improvements.

I. OBTAINING PERMITS. The PROPERTY OWNER 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. PROPERTY OWNER owns fee title to the property within the PLAT.

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

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

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

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

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

If to PROPERTY OWNER:
Steven J. Bilotta
3272 76th St. East
Inver Grove Heights, MN 55076

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 PROPERTY OWNER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the PROPERTY OWNER for recording. No building permits shall be issued unless the PROPERTY OWNER 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 PROPERTY OWNER 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 PROPERTY OWNER 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 PROPERTY OWNER 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 PROPERTY OWNER.

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The PROPERTY OWNER

shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The PROPERTY OWNER agrees that the PLAT and DEVELOPMENT PLANS depict 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 PROPERTY OWNER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in **Exhibit C** (subject to delays due to FORCE MAJEURE), the CITY may declare the PROPERTY OWNER in default pursuant to Article 13.

4.4 Intentionally Omitted.

4.5 Intentionally Omitted.

4.6 EROSION CONTROL. The PROPERTY OWNER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The PROPERTY OWNER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The PROPERTY OWNER 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 PROPERTY OWNER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 13. The PROPERTY OWNER shall be financially responsible for payment for this extra work, based on the actual costs to CITY for performance of the work by CITY and its contractors, and including reimbursement for CITY staff time at regular hourly rates.

ARTICLE 5
PARK CONTRIBUTION REQUIREMENTS

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

ARTICLE 7 **OTHER DEVELOPMENT REQUIREMENTS**

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

ARTICLE 8 **DEVELOPER PUBLIC IMPROVEMENTS**

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the PROPERTY OWNER 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 PROPERTY OWNER 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 PROPERTY OWNER 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 PROPERTY OWNER, its contractors, subcontractors or agents. The PROPERTY OWNER 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. PROPERTY OWNER acknowledges that, in the event that PROPERTY OWNER shall fail to notify the CITY to allow it to inspect said work, CITY has the right, as set forth in Section 14.2 hereunder, 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 PROPERTY OWNER shall fully and faithfully comply with all terms of any and all contracts entered into by the PROPERTY OWNER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the PROPERTY OWNER 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 PROPERTY OWNER shall repair or replace, as directed by the CITY and at the PROPERTY OWNER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The PROPERTY OWNER 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 PROPERTY OWNER 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 PROPERTY OWNER 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:

- Stormwater Facilities Maintenance Agreement for Lot 3, Block 1, ROBERT TRAIL WOODS.

If the PROPERTY OWNER DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the PROPERTY OWNER 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.

The following shall be provided to the CITY within ninety (90) days of completion:

1. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are AUTOCAD DWG or DXF. Final plat drawings shall also be scanned, stored, and emailed as images in TIFF or PDF.
2. Provide GPS coordinates for the Storm Water Facilities to the City after construction is completed. Provide linework representing Storm Water Facility high water level, if applicable and coordinates identifying any Storm Water Facility structures in AUTOCAD DWG or DXF format. Provide GPS readings to the City before the

Storm Water Facilities are covered.

ARTICLE 9
RESPONSIBILITY FOR COSTS

9.1 PROPERTY OWNER IMPROVEMENT COSTS. The PROPERTY OWNER 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 PROPERTY OWNER 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 therefor. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

9.3 ENFORCEMENT COSTS. The PROPERTY OWNER 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 PROPERTY OWNER shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 10
PROPERTY OWNER WARRANTIES

10.1 STATEMENT OF PROPERTY OWNER WARRANTIES. The PROPERTY OWNER hereby makes and states the PROPERTY OWNER 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, PROPERTY 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 reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the PROPERTY OWNER of the PROPERTY OWNER WARRANTIES;
- b.) if commenced, failure of the PROPERTY OWNER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the DEVELOPMENT PLANS;
- c.) failure by the PROPERTY OWNER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the PROPERTY OWNER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the PROPERTY OWNER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS, including failure to obtain the necessary permits and authorization from other REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS;
- i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;
- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

Notwithstanding anything contained in this Section 12.1 above, the PROPERTY OWNER 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 PROPERTY OWNER. The PROPERTY OWNER 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 PROPERTY OWNER 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 subject to the exclusions set forth in the last paragraph of Section 12.1 above), and provided that the CITY gives FORMAL NOTICE thereof, the PROPERTY OWNER 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 PROPERTY OWNER 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 PROPERTY OWNER 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 PROPERTY OWNER.

ARTICLE 13

CITY REMEDIES UPON PROPERTY OWNER DEFAULT

13.1 CITY REMEDIES. If a PROPERTY OWNER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the PROPERTY OWNER FORMAL NOTICE of the PROPERTY OWNER DEFAULT and the PROPERTY OWNER shall have thirty (30) days to cure the PROPERTY OWNER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the PROPERTY OWNER, after FORMAL NOTICE to it by the CITY, does not cure the PROPERTY OWNER 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 PROPERTY OWNER DEFAULT;

- c.) the CITY may, after providing an additional five (5) days FORMAL NOTICE to PROPERTY OWNER of its intent to do so, 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 PROPERTY OWNER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the PROPERTY OWNER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the PROPERTY OWNER, in which case the PROPERTY OWNER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the PROPERTY OWNER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The PROPERTY OWNER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

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

ARTICLE 14 **ESCROW DEPOSIT**

14.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the PROPERTY OWNER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the PROPERTY OWNER 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, 2024. 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, 2024, 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 PROPERTY OWNER 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 PROPERTY OWNER DEFAULT, for any of the following reasons:

- a.) a PROPERTY OWNER 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, 2024.

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 PROPERTY OWNER.

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

14.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. Subject to the paragraph below addressing individual lot turf establishment, periodically, upon the PROPERTY OWNER'S written request and upon completion by the PROPERTY OWNER 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, subject to the City Engineer approval and all lots receiving a certificate of occupancy and meeting turf establishment requirements, the PROPERTY OWNER 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 PROPERTY OWNER 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 PROPERTY OWNER or its general contractor. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 15 **MISCELLANEOUS**

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

15.2 ADDITIONAL IMPROVEMENTS. If the PROPERTY OWNER 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 PROPERTY OWNER 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 PROPERTY OWNER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the PROPERTY OWNER 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 PROPERTY OWNER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The PROPERTY OWNER 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 PROPERTY OWNER 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 shall be recorded with the COUNTY Recorder and the PROPERTY OWNER shall provide and execute any and all documents necessary to implement the recording.

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

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

15.8 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT CONTRACT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, waive performance of any obligations by the other or waive

the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT CONTRACT. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

15.13 ACCESS. The PROPERTY OWNER 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 PROPERTY OWNER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to complete DEVELOPER PUBLIC IMPROVEMENTS if the PROPERTY OWNER fails to cure the PROPERTY OWNER DEFAULT as required by this DEVELOPMENT CONTRACT.

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Brenda Dietrich 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

PROPERTY OWNER:

STEVEN J. BILOTTA

By: Steven J. Bilotta

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Steven J. Bilotta, a single person, to me personally known, who being by me duly sworn, did say that he is the Property Owner and is authorized to execute the foregoing instrument.

Notary Public

This Instrument Drafted by:

Bridget McCauley Nason, # 0347322
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION
OF PLAT OF ROBERT TRAIL WOODS

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

Lots 1 through 4, Block 1, ROBERT TRAIL WOODS.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

DEVELOPMENT PLANS means that certain set of plans titled “9450 S ROBERT TRAIL LOT SPLIT” dated 03/20/2023, prepared by Quetica and approved by the City Engineer on 03/27/2023 which plans are listed on the Sheet Index shown below:

C0-1	COVER SHEET
C1-1	REMOVALS & EROSION CONTROL PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2	GRADING PLAN
C4-1	NOTES
C5-1	DETAILS

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

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a December 31, 2023, whichever occurs first	general site grading, drainage and building permit or erosion control
X	prior to obtaining a December 31, 2023, whichever occurs first	storm water facilities building permit or

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.) PROPERTY OWNER must execute this DEVELOPMENT CONTRACT and the documents listed below.
- b.) PROPERTY OWNER must provide cash deposit for the Engineering Escrow Amount stated in **Exhibit F** of this DEVELOPMENT CONTRACT.
- c.) PROPERTY OWNER must provide the irrevocable letter of credit or cash deposit for the amount stated in **Exhibit F** of this DEVELOPMENT CONTRACT.
- d.) PROPERTY OWNER 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. PROPERTY OWNER 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.) PROPERTY OWNER must provide title evidence in the form of a title insurance policy or other evidence acceptable to the CITY that shows that the PROPERTY OWNER owns the property within the PLAT.
- f.) PROPERTY OWNER must execute and deliver to the CITY the Stormwater Facility Maintenance Agreements (SWFMA) for the stormwater facilities located on Lot 3, Block 1, ROBERT TRAIL WOODS in a form approved by the CITY ATTORNEY.
- g.) PROPERTY OWNER must pay the park dedication fee referenced in paragraph 4 of this **Exhibit E**.

2.) **CONDITIONS TO BE SATISFIED PRIOR TO DECEMBER 31, 2023 OR PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY LOT WITHIN THE PLAT.** Prior to December 31, 2023, or prior to issuance of a building permit for any lot within the PLAT, whichever occurs first, (subject to extension for any period of FORCE MAJEURE), the following conditions must be met in accordance with the DEVELOPMENT PLANS:

- a.) All the conditions in paragraph 1 of this **Exhibit E** have been met.
- b.) The PLAT is recorded with the Dakota County Recorder
- c.) The DEVELOPMENT CONTRACT and SWFMA for Lot 3 have been recorded and the PROPERTY OWNER has provided evidence to the CITY of such recording.
- d.) All grading, drainage and erosion control must be completed or, in the judgment of the Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.

- e.) All storm water facilities, including any storm sewer pipes, infiltration basins, water quality pre-treatment facilities and appurtenances located on Lot 3 must be installed and functional to a level reasonably approved by the City Engineer.
- f.) PROPERTY OWNER must have obtained any required access permits from MNDOT.
- g.) The tree preservation requirements and landscaping requirements have been met.
- h.) PROPERTY OWNER will not be mass grading the property in the PLAT and will be installing stormwater facilities only on Lot 3 at this time. PROPERTY OWNER acknowledges that individual stormwater facilities will be required to be approved by the CITY and constructed on Lots 1, 2, and 4 before a building permit will be issued for any structure on those lots. PROPERTY OWNER agrees and acknowledges that a Stormwater Facilities Maintenance Agreement will be required to be executed by PROPERTY OWNER or any subsequent PROPERTY OWNER for the stormwater facilities to be constructed on Lots 1, 2, and 4 prior to construction of such facilities. PROPERTY OWNER shall inform the purchaser(s) of Lots 1, 2, and 4, Block 1, ROBERT TRAIL WOODS, of this requirement.

No building permit shall be issued for Lot 1, 2, or 4, Block 1, ROBERT TRAIL WOODS until stormwater facilities for the Lot have been approved by the CITY ENGINEER, and a Stormwater Facilities Maintenance Agreement executed by the current owner of the respective Lot and recorded with the Dakota County Recorder's Office. PROPERTY OWNER agrees that should the necessary stormwater facilities for Lots 1, 2, or 4, Block 1, ROBERT TRAIL WOODS be located outside of the drainage and utility easements shown on the PLAT, PROPERTY OWNER or its successors and assigns shall convey any additional drainage and utility easements to the CITY over the areas where the stormwater facilities are located.

- i.) The shared light duty bituminous driveway shown on the approved DEVELOPMENT PLANS must be installed.

3.) CONDITIONS TO BE SATISFIED PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR LOTS 1, 2, OR 4. Prior to issuance of a building permit for Lots 1, 2, or 4, Block 1, ROBERT TRAIL WOODS, the following conditions must be met in accordance with the DEVELOPMENT PLANS:

- a.) All the conditions of Exhibit E, Paragraph 2 above shall have been met.
- b.) The owner of the Lot for which the building permit is sought shall obtain written approval from the CITY ENGINEER for plans for the necessary stormwater facilities to be located on the LOT.
- c.) The owner of the Lot for which the building permit is sought shall enter into a Stormwater Facilities Maintenance Agreement with the CITY, and the SWFMA shall be recorded against the Property.
- d.) The owner of the Lot for which a building permit is sought shall convey any additional drainage and utility easements for the approved stormwater facilities required by the CITY ENGINEER to the CITY at no cost to the CITY.

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 PROPERTY OWNER 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 PROPERTY OWNER 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 PROPERTY OWNER 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 \$3,850, multiplied by the number of lots. There are 4 developable lots and as a result, the park contribution is \$15,400 (4 lots multiplied by \$3,850 per unit). The park contribution fee of \$15,400 must be paid before the CITY releases the PLAT.

6.) **TREE PRESERVATION.** PROPERTY OWNER must meet any applicable tree preservation requirements for development on each LOT.

7.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction of residences on the lots within the PLAT shall follow the erosion control requirements set forth in the attached **Exhibit G**. The PROPERTY OWNER must make the builder aware of the erosion control requirements and must provide a copy to the builder of such requirements.

8.) **AGREEMENTS.** The PROPERTY OWNER must comply with the following requirements and execute the agreements set forth below:

- a. PROPERTY OWNER must execute this DEVELOPMENT CONTRACT for the PLAT.

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

- b. PROPERTY OWNER must execute and record an access easement consistent with the approved DEVELOPMENT PLANS to provide access from all LOTS to South Robert Trail.
- c. PROPERTY OWNER must execute and record a Storm Water Facilities Maintenance Agreement for the stormwater facilities located on Lot 3, Block 1, ROBERT TRAIL WOODS.

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

8.) **CONSENT REQUIREMENTS.** PROPERTY OWNER agrees that the following elements

of the Planned Unit Development within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS without first obtaining the following consents:

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

EXHIBIT F
ESCROW CALCULATION FOR DEVELOPER IMPROVEMENTS

1.) Site Grading and Erosion Control	\$ 15,000.00
2.) Storm Water Facilities	\$ 3,000.00
3.) Construction debris clean up	\$ 5,000.00
4.) Certified As-Builts	\$ 2,000.00
SUBTOTAL	\$ 25,000.00
Multiplied by	<u>1.25</u>
SUBTOTAL ESCROW:	\$ 31,250.00

Additionally, Owner shall deposit \$10,000 in cash with the City (hereafter “Engineering Escrow Amount”) contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for review and analysis by third party consultants hired by the City of the DEVELOPER IMPROVEMENTS and for engineering review and inspection expenses, attorney’s fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, DEVELOPER IMPROVEMENTS, and this Agreement and other associated City costs. Fees will be calculated at the City’s standard rates charged for such tasks.

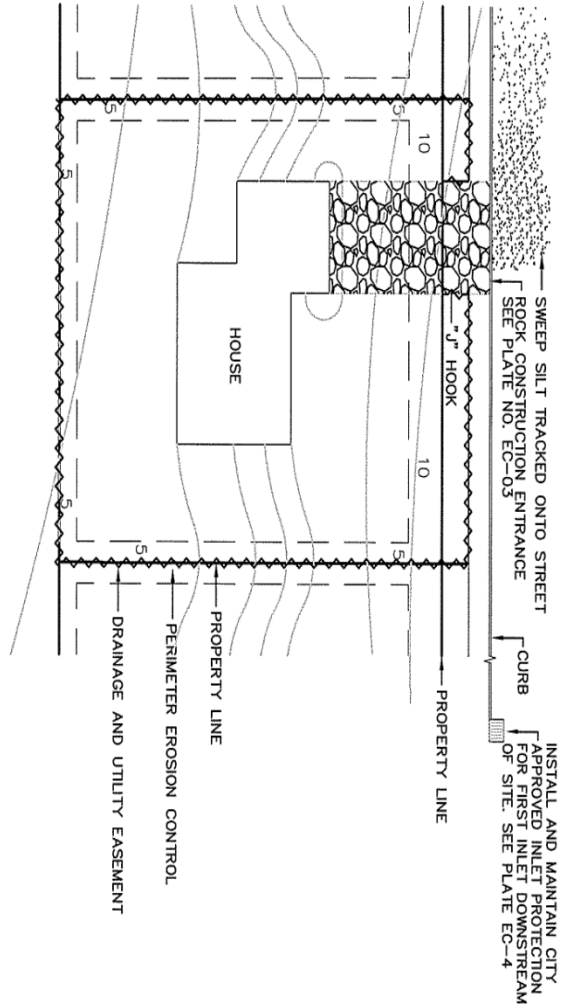
The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control, and stormwater facilities, and landscaping on the Subject Property and failures, if any, of Owner to comply with maintenance obligations for stormwater facilities in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return the remaining balance of the Engineering Escrow Amount to Owner when all the following events have occurred:

- a.) Upon satisfactory completion of all DEVELOPER IMPROVEMENTS as determined by the Director of PWD;
- b.) All of the landscaping and vegetation has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, vegetative cover, turf establishment or native vegetation establishment exceed the amount on deposit, the Property Owner 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.

EXHIBIT G **LOT EROSION CONTROL REQUIREMENTS**



- NOTES:
1. PERIMETER EROSION CONTROL IS REQUIRED. SOME ACCEPTABLE TYPES ARE SILT FENCE, TOPSOIL BERMS, VEGETATED BUFFER STRIPS, FIBER LOGS, COMPOST BERMS, COMPOST LOGS, SHREDED WOOD MULCH BERMS, AND ROCK BERMS.
 2. APPROVED INLET PROTECTION SHALL BE INSTALLED AND MAINTAINED AT THE FIRST CATCHBASIN DOWNSTREAM FROM CONSTRUCTION SITE. (SEE CITY STANDARD PLATE EC-04)
 3. FOR CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ISSUANCE OF THE BUILDING PERMIT.
 4. FOR NON-CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED BY NO LATER THAN THE SAME DAY THE HOUSE FOUNDATION IS BACKFILLED.
 5. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL ALL TURF IS ESTABLISHED.
 6. SILT FENCE SHALL BE "J" HOOKED AT DRIVEWAY FOR A MINIMUM OF 4'.
 7. SILT TRACKED ONTO THE STREET SHALL BE SWEEPED THE SAME DAY BY A WATER-BASED SWEEPER.
 8. ACCEPTED TEMPORARY EROSION CONTROL MEASURES FOR SOIL STABILIZATION ARE: MULCH (STRAW, SHREDED WOOD, OR COMPOST), SPRAYED MULCH, HYDROMULCH, TACKIFIER, AND EROSION CONTROL BLANKET. TEMPORARY OR PERMANENT SEEDING MIXTURES CAN BE APPLIED WITH THE LISTED SOIL STABILIZATION MEASURES.
 9. IF APPLICABLE, THE CONTRACTOR SHALL FOLLOW THE NPDES TIMELINES FOR EROSION CONTROL.
 10. SLOPES 3:1 OR STEEPER SHALL HAVE TEMPORARY EROSION CONTROL MEASURES, SEEDING, OR SOD INSTALLED WITHIN 7 CALENDAR DAYS.
 11. FAILURE TO INSTALL OR MAINTAIN EROSION CONTROL WILL RESULT IN ISSUANCE OF AN "EROSION CONTROL CORRECTION NOTICE". FAILURE TO COMPLY WITH THE CORRECTION NOTICE MAY RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

	EROSION CONTROL FOR RESIDENTIAL LOTS	
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/11
	PLATE NO. EC-01	

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 1, BLOCK 3, ROBERT TRAIL WOODS, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this ____ day of April, 2023, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Steven J. Bilotta, a single person, (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 Steven J. Bilotta, a single person, and his successors and assigns.

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

The fee title owner of Lot 3, Block 1, ROBERT TRAIL WOODS,
and the successors and assigns of such fee title owner.

1.5 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively located now or in the future on Lot 3, Block 1, ROBERT TRAIL WOODS:

Any existing or future storm water infiltration basins or retention ponds and associated vegetation, sediment basins, dry basins, water quality (environmental) structures, overflow control structures, inlets, catch basins, pipes, culverts, drais, conduits, aprons, drainage areas, ditches, swales, emergency overflows as well as the

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

1.7 Stormwater Facility Plan. “Stormwater Facility Plan” means that certain set of plans titled 9450 S Robert Trail Lot Split prepared by Quetica and dated March 20, 2023 and revised April 18, 2023 and approved by the City Engineer on April 20, 2023 and attached hereto as **Exhibit D.**

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

1.8 Stormwater Management Plan. Means the 4th Generation Stormwater Management Plan and current Inver Grove Heights City Code Title 9, Chapter 5 Storm Water Management design, water quality, rate control, and volume and control standards. The Low Impact Design (LID) standards for construction and maintenance Best Management Practices shall be in accordance with the current Dakota County LID standards and the Inver Grove Heights Northwest Area (NWA) Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Residential Lot.

Recital No. 2. The City is willing to allow the plat of Robert Trail Woods to be recorded if Landowner complies with the requirements contained in **Exhibit E** of the Development Contract for the Plat of Robert Trail Woods and if Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 3. 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 Subject Property to access the Stormwater Facilities, when needed

Recital No. 4. Because Landowner currently owns the Residential Lot, Landowner is the Residential Lot Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Landowner agrees that the Stormwater Facilities shall be constructed and installed in accordance with the approved Stormwater Facility Plan at the sole expense of Landowner.

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

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the construction and maintenance of Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the Dakota County Soil and Water Conservation District Low Impact Standards, current version.
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;

- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) The Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long-Term Best Management Practices (BMP's) for storm water facilities. The City and Landowner have prepared Operations & Maintenance Plans to show how the Responsible Owner shall operate and maintain Long-Term Best Management Practices for the Storm Water Facilities being constructed on the Subject Property. The Operations & Maintenance Plans are attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

3.4 Notice of Non-Compliance with Section 3.2 and 3.3; 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, including the costs incurred by the City for third parties that perform any task, work, or improvement. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable with Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Subject Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner and Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Subject Property for the costs and expenses incurred by the City. The Landowner and Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Responsible Owner and Landowner waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner and Landowner acknowledge that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Subject Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Subject Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

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

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Subject Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and

- d.) construction of the Storm Water Facilities.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract between Landowner and City are met, the City will approve the Development Plans as defined in the Development Contract for the plat of Robert Trail Woods.

ARTICLE 5 **MISCELLANEOUS**

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

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

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

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

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

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

If to City:	City of Inver Grove Heights Attention: City Administrator 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to Landowner:	Steven J. Bilotta 3272 76th St. East Inver Grove Heights, MN 55076

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 Landowner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Brenda Dietrich 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

**RESPONSIBLE OWNER AND
LANDOWNER:**

By: _____
Steven J. Bilotta

STATE OF MINNESOTA)
) ss.
COUNTY OF)

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Steven J. Bilotta, a single person, to me personally known, who being by me duly sworn, did say that he is the Responsible Owner and Landowner, and is authorized to execute the foregoing instrument.

Notary Public

This Instrument Was Drafted By:

Bridget McCauley Nason, # 0347322
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121

(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 3, Block 1, ROBERT TRAIL WOODS.

EXHIBIT B

OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

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

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

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					
ILLICIT 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
STORM WATER FACILITY PLAN

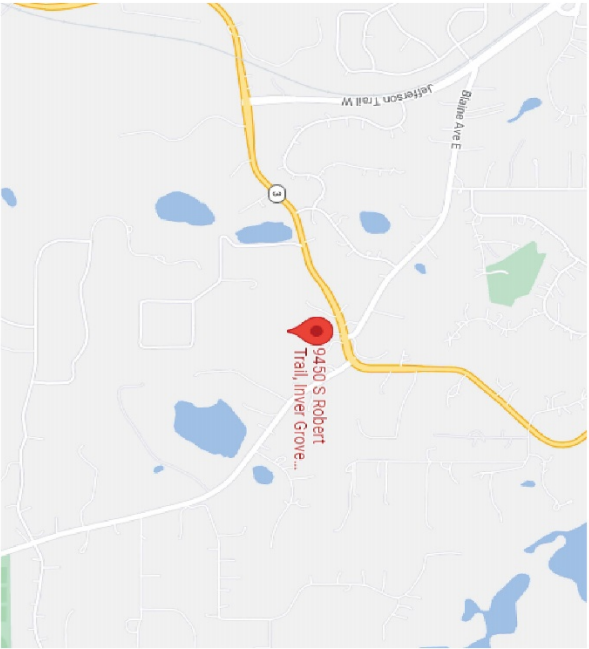
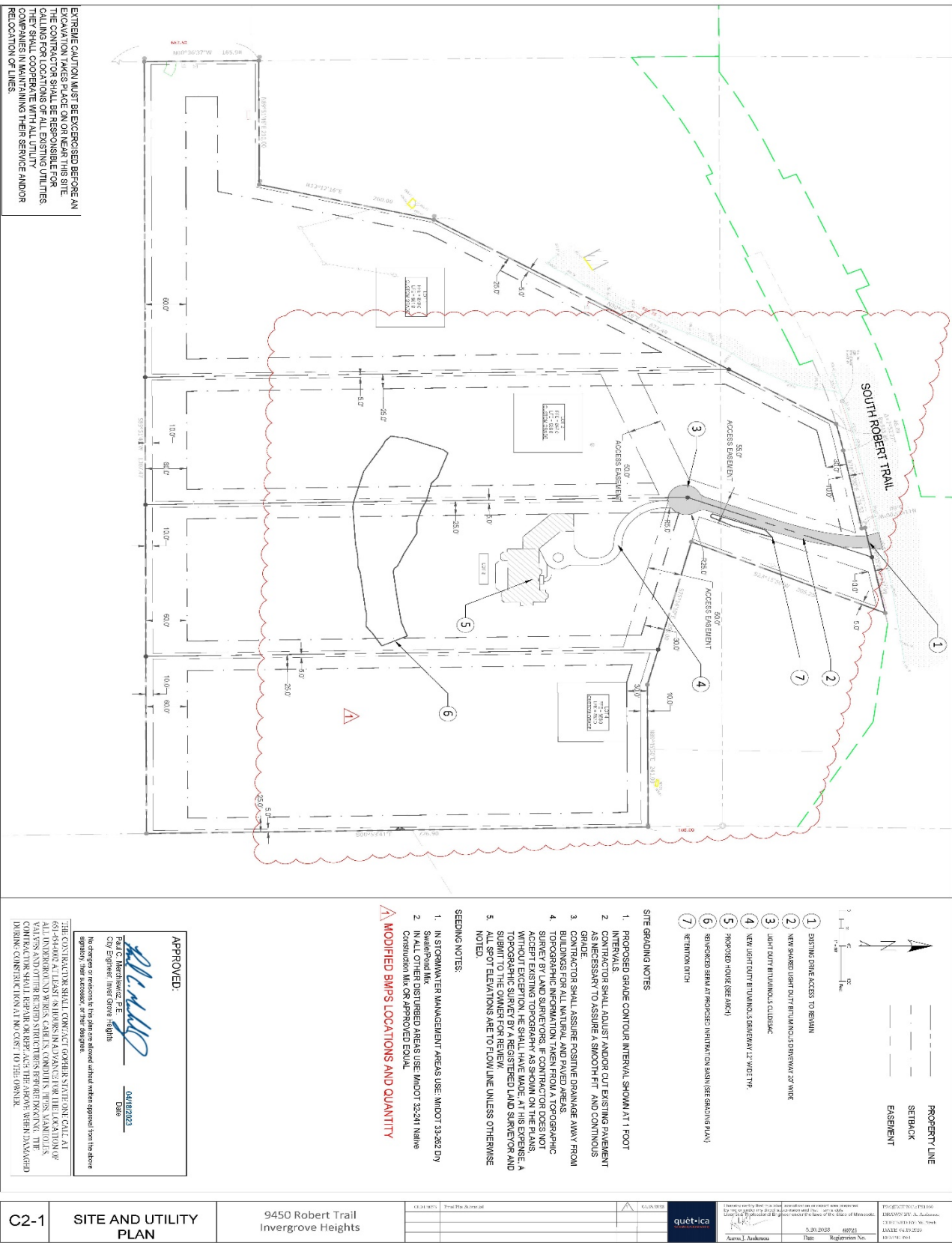
SHEET INDEX C0-1 COVER SHEET C0-2 DEMOLITION, SITE PLAN, GRADING, EROSION CONTROL, PLAN C0-3 SITE PLAN C0-4 GRADING PLAN C0-5 DETAILS		20230418 C0-1-1 MODIFIED REMOVALS EXTENTS C0-2-1 MODIFIED STORMWATER MANAGEMENT BMPs C0-3-1 MODIFIED GRADING AT BMPs	
9450 S ROBERT TRAIL LOT SPLIT INVER GROVE HEIGHTS, MN CIVIL ENGINEERING PLANS FOR SITE DEMOLITION, SITE PLAN, GRADING, EROSION CONTROL AND UTILITIES			
 EXTREME CAUTION MUST BE EXERCISED BEFORE AN EXCAVATION TAKES PLACE ON OR NEAR THIS SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL MAINTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL MAINTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL MAINTAIN THE LOCATION OF ALL EXISTING UTILITIES.			
APPROVED:  04/18/2023 Aaron Anderson, PE City Engineer, Inver Grove Heights Has signature of the owner to the plan is shown without written approval from the owner The contractor shall, contract, complete state one call at 614-440-0002 at least 48 hours in advance for the location of all existing utilities and other structures before digging. The contractor shall repair or replace the above when damaged during construction at no cost to the owner.			
C0-1	COVER	9450 Robert Trail Invergrove Heights	8.6.2021 Tad P. A. Husted DATE PROJECT NO. 20230418 DRAWN BY: A. Anderson CHECKED BY: A. Anderson DATE: 04/18/2023 REVISION: 1

EXHIBIT D
STORM WATER FACILITY PLAN



Topographic map showing contour lines and a proposed infiltration basin. The map includes a red dashed boundary, a purple dashed boundary, and a yellow dashed boundary. Key features include a proposed infiltration basin with a HML of 823.33, a proposed well, and a proposed structure. The map also shows existing structures, a road, and a river. Engineering annotations include spot elevations, contour lines, and a north arrow.

SITE GRADING NOTES

1. PROPOSED GRADE WORK IN EVALUATION INTERVALS

- CLIT: 4754 CY (BI AN)

1 MODIFIED GRADING AT HOUSE, BMP IN CENTER LOW AREA, AND MODIFIED CUT/FILL NUMBERS

THE CONTRACTOR SHALL CONTACT THE STATE ONE CALL AT 651-454-0092 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATION OF ALL UNDERGROUND WIRES, CABLES, CONDITIONS, PIPE, MANHOLES, VALVES, AND OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AND NO COST TO THE OWNER.

	I hereby certify that this work was prepared by the author(s) and is not a copy. (Signature) _____ _____ Aaron J. Anderson	This document or report was prepared by the author(s) and is not a copy. (Signature) _____ _____ Date _____ Registration No. _____	PROTOT N° 221150 (AUTHOR) A. Anderson CHECKED BY W. Stark DATE 04.11.2012 SIGNATURE _____

STORM WATER FACILITY PLAN

EXISTING CONDITIONS NOTES

- A. The three-dimensional structure of the protein is determined by its amino acid sequence. (3)
- B. Consensus is a rule that is used to select the amino acid sequence of a protein. (3)
- C. The protein is a polymer of amino acids. (3)
- D. The protein is a polymer of amino acids. (3)
- E. The protein is a polymer of amino acids. (3)
- F. The protein is a polymer of amino acids. (3)
- G. The protein is a polymer of amino acids. (3)
- H. The protein is a polymer of amino acids. (3)
- I. The protein is a polymer of amino acids. (3)
- J. The protein is a polymer of amino acids. (3)
- K. The protein is a polymer of amino acids. (3)
- L. The protein is a polymer of amino acids. (3)
- M. The protein is a polymer of amino acids. (3)
- N. The protein is a polymer of amino acids. (3)
- O. The protein is a polymer of amino acids. (3)
- P. The protein is a polymer of amino acids. (3)
- Q. The protein is a polymer of amino acids. (3)
- R. The protein is a polymer of amino acids. (3)
- S. The protein is a polymer of amino acids. (3)
- T. The protein is a polymer of amino acids. (3)
- U. The protein is a polymer of amino acids. (3)
- V. The protein is a polymer of amino acids. (3)
- W. The protein is a polymer of amino acids. (3)
- X. The protein is a polymer of amino acids. (3)
- Y. The protein is a polymer of amino acids. (3)
- Z. The protein is a polymer of amino acids. (3)

SITE PLAN NOTES

- [illegible]

DEMOLITION NOTES

- [illegible]

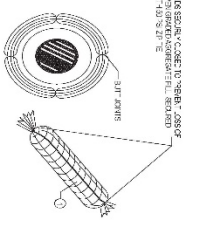
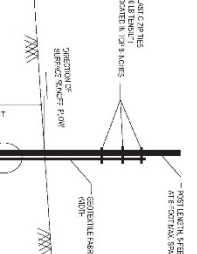
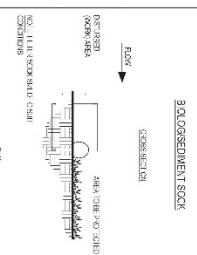
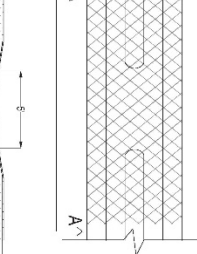
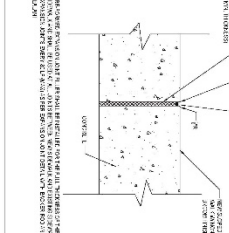
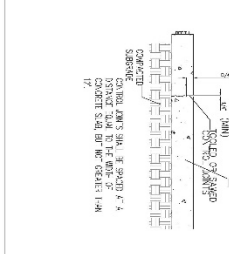
GRADING, DRAINAGE & EROSION CONTROL NOTES

CIVIL PLAN ABBREVIATIONS

[illegible]

C4-1	NOTES	9450 Robert Trail Invergrove Heights	9450 Robert Trail Invergrove Heights	9450 Robert Trail Invergrove Heights	9450 Robert Trail Invergrove Heights
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EXHIBIT D STORM WATER FACILITY PLAN

INLET PROTECTION ROCK LOG not to scale	EXPANSION JOINT NOT TO SCALE  CONTROL JOINT DETAIL NOT TO SCALE  TYPICAL TREE PROTECTION NOT TO SCALE  4" CONCRETE SIDEWALK NOT TO SCALE  PLAN not to scale 	PIPE EMBEDMENT DETAIL NOT TO SCALE  FILTRATION BASIN TYP. NOT TO SCALE 	APPROVED: <i>[Signature]</i> Paul C. Marchant, P.E. Civil Engineer, Inver Grove Heights DATE: 04/18/2023 DSB No changes or revisions to the plan are allowed without written approval from the above signatory. This document is the property of the signatory. DETAILS 9450 Robert Trail Inver Grove Heights C5-1
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INGRESS/EGRESS EASEMENT EXHIBIT
9450 Robert Trail South
Inver Grove Heights, Dakota County, Minnesota

DESCRIPTION

EASEMENT A

An easement for ingress and egress purposes over, under, and across that part of Lots 2 and 3, Block 1, ROBERT TRAIL WOODS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the northeast corner of said Lot 2; thence on an assumed bearing of South 78 degrees 35 minutes 00 seconds West along the north line of said Lot 2 for 35.44 feet; thence South 20 degrees 44 minutes 41 seconds West for 275.98 feet; thence South 00 degrees 53 minutes 41 seconds East for 53.78 feet; thence North 67 degrees 30 minutes 00 seconds East for 53.83 feet; thence South 75 degrees 14 minutes 10 seconds East for 6.58 feet; thence North 00 degrees 53 minutes 41 seconds West for 28.71 feet; thence North 20 degrees 44 minutes 41 seconds East for 296.30 feet to the most northerly line of said Lot 3; thence South 78 degrees 35 minutes 00 seconds West along said most northerly line of Lot 3 for 29.53 feet to the point of beginning and there terminating.

EASEMENT B

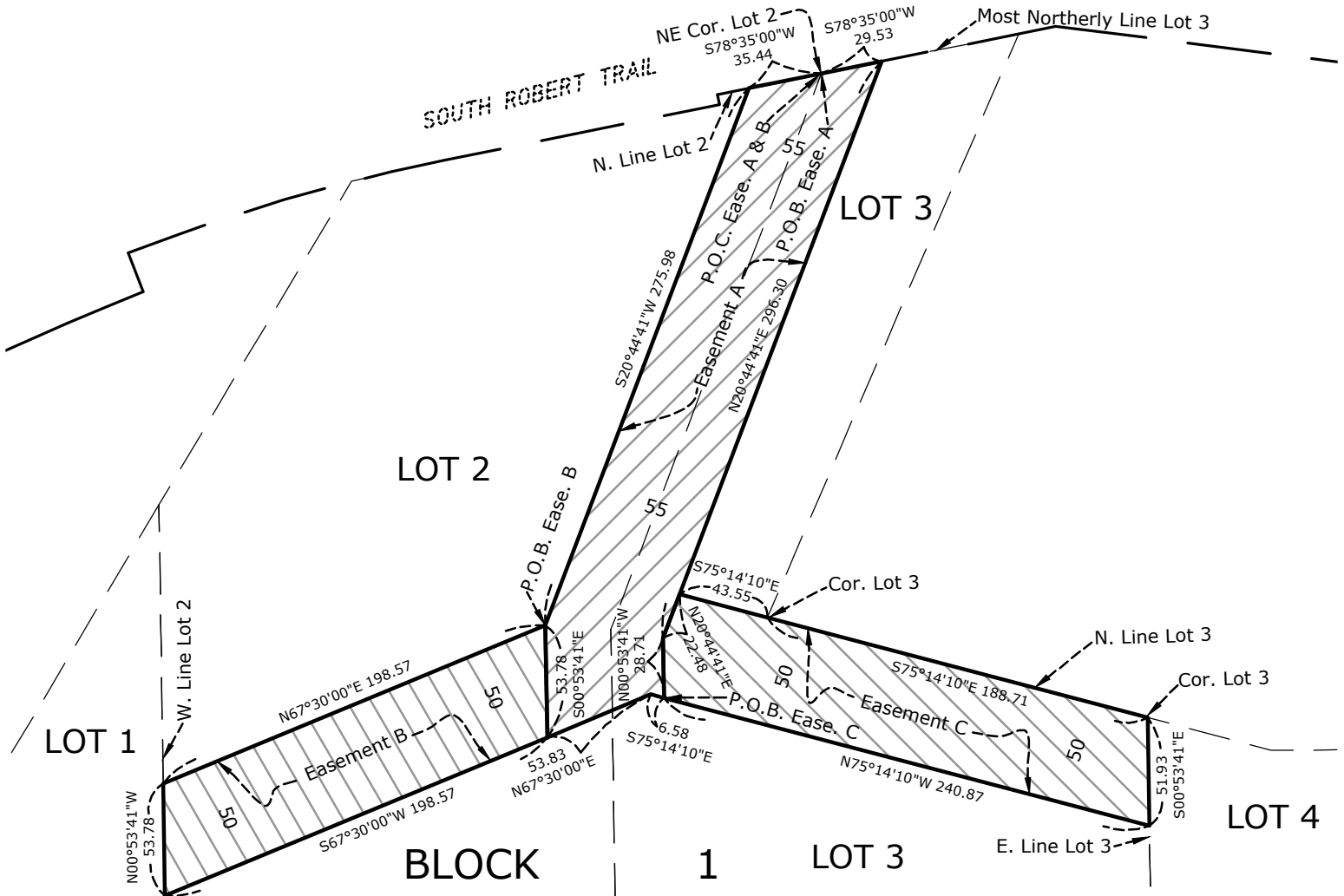
An easement for ingress and egress purposes over, under, and across that part of Lot 2, Block 1, ROBERT TRAIL WOODS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said Lot 2; thence on an assumed bearing of South 78 degrees 35 minutes 00 seconds West along the north line of said Lot 2 for 35.44 feet; thence South 20 degrees 44 minutes 41 seconds West for 275.98 feet to the point of beginning of the easement to be described; thence South 00 degrees 53 minutes 41 seconds East for 53.78 feet; thence North 67 degrees 30 minutes 00 seconds West for 198.57 feet to the west line of said Lot 2; thence North 00 degrees 53 minutes 41 seconds West along said west line of Lot 2 for 53.78 feet; thence North 67 degrees 30 minutes 00 seconds East for 198.57 feet to the point of beginning and there terminating.

EASEMENT C

An easement for ingress and egress purposes over, under, and across that part of Lot 3, Block 1, ROBERT TRAIL WOODS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of Lot 2, Block 1, ROBERT TRAIL WOODS; thence on an assumed bearing of South 78 degrees 35 minutes 00 seconds West along the north line of said Lot 2 for 35.44 feet; thence South 20 degrees 44 minutes 41 seconds West for 275.98 feet; thence South 00 degrees 53 minutes 41 seconds East for 53.78 feet; thence North 67 degrees 30 minutes 00 seconds East for 53.83 feet; thence South 75 degrees 14 minutes 10 seconds East for 6.58 feet to the point of beginning of the easement to be described; thence North 00 degrees 53 minutes 41 seconds West for 28.71 feet; thence North 20 degrees 44 minutes 41 seconds East for 22.48 feet; thence South 75 degrees 14 minutes 10 seconds East for 43.55 feet to a corner of said Lot 3; thence South 75 degrees 14 minutes 10 seconds East along a north line of said Lot 3 for 188.71 feet to a corner of said Lot 3; thence South 00 degrees 53 minutes 41 seconds East along the east line of said Lot 3 for 51.93 feet; thence North 75 degrees 14 minutes 10 seconds West for 240.87 feet to the point of beginning and there terminating.



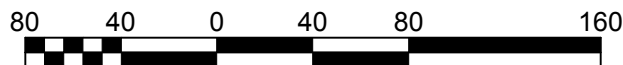
MINNESOTA CERTIFICATION

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.

Dated this 15th day of December, 2022

Rory L. Synstelien

Minnesota License No. 44565



SCALE IN FEET

CivilSite
GROUP

5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com

Drawn By: Craig J.

Project No. 21471

SHEET 1 OF 1



Request for Council Action

SUBJECT: **Contract with Conservation Corps of Minnesota for Park and Natural Area Improvements**

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587
 Brian Swoboda, Parks Superintendent, 651.450.2582

ACTION REQUESTED

The Council is asked to approve the attached contract with the Conservation Corps of Minnesota for park and natural area improvements.

BACKGROUND

Since the early 2000's, the City has had a Joint Powers Agreement (JPA) with Dakota County for the Sentence to Serve (STS) program to provide work crews for a variety of supplemental park maintenance projects. In 2020, the City approved the most recent contract with Dakota County for STS Work Crews to perform these services annually. The contract guaranteed a minimum of 60 crew days of service, with each crew day consisting of 5-10 members working 6.5 hour days.

Unfortunately, due to Covid-19 and the current federal and state guidelines for congregate living facilities, the Dakota County Sheriff's Office remains unable to reopen the inmate STS program. The county does not have a timeline for when the program will reopen. Therefore, STS crews are no longer available to provide these much needed park projects and maintenance.

As a result, staff explored organizations that specialize and focus on park and natural area improvements. Staff has identified the Conservation Corps of Minnesota (CCM), which is a non-profit skilled and trained in natural resource maintenance, as a new partner who is able to provide service to the City. The proposed plan is for CCM to provide a 4-person crew that would work for 10 weeks starting June 5 and ending on August 17, 2023. Both the Parks and Stormwater Divisions intend to use CCM on projects such as Natural Resource Management Plans for three parks, storm water basin maintenance, rain garden maintenance and various other park projects. The work would focus on:

- Removal of buckthorn and other invasive/undesirable woody species with disposal by various means (slash, pile and burn, drop and lay, chip, and/or stake in place for erosion mitigation).
- Integrated pest management - vegetative management that includes hand weeding, spot mowing, weed whipping, and herbicide use.
- Propagule installation - assist in planting native propagules (plugs, seed, potted plants).
- Trail work - open trail corridors with small power equipment.
- Park and Recreation Improvements - alternate small project work for poor weather on main project work days, such as mulching.

It is worth noting that the City has also partnered with Dakota County on a City-County-Conservation-Collaboration (CCCC) Program. This partnership has identified three parks (Seidls Lake, Heritage Village Park & Harmon Park Reserve) to write Natural Resource Management Plans (NRMP). These plans will help guide all maintenance activities needed for conservation. The CCCC will help fund these maintenance activities, with Dakota County providing 90% and IGH 10% via cash or in-kind contributions. Given CCM would be working on the NRMP at the three parks, this would cover the City's 10% of in-kind contribution. Seidles Lake NRMP is nearing completion and will come before the Council at an upcoming meeting after it has been presented to the Park and Recreation Advisory Commission.

FISCAL IMPACT

The contract with CCM would be for a total of \$44,800 for the 10-week period and would be funded by both divisions. The Parks budget within the General Fund (Misc.Contracts - 101.44.6000.451.7051) would cover \$34,800 of the contract and the Stormwater Fund (Stormwater - 530.74.5900.741.40066) would cover \$10,000. The adopted 2023 budgets for both funds includes sufficient funding for this contract.

RECOMMENDATION

Staff recommends Council approve the attached contract with the Conservation Corps of Minnesota in the amount \$44,800 for park and natural area improvements.

ATTACHMENTS

1. 2023 Contract with Conservation Corps of MN

FEE-FOR-SERVICE WORK ORDER BETWEEN
City of Inver Grove Heights
AND CONSERVATION CORPS MINNESOTA & IOWA
Project Number: 501-11198

This work order, and amendments and supplements thereto, subject to the Laws of Minnesota is by and between CONSERVATION CORPS MINNESOTA & IOWA, 60 Plato Blvd E #210, St. Paul, MN 55107 (hereafter referred to as "THE CORPS") and City of Inver Grove Heights (hereafter referred to as "PURCHASER").

Description and scope of work for the project: To improve access and quality of natural resources (parks, trails, and natural lands) within Inver Grove Heights.

THE CORPS represents that it is duly qualified and agrees to provide the services described in this contract.

TERM OF CONTRACT

- 1.1 **Effective date:** 06/01/2023, or the date THE CORPS obtains all required signatures, whichever is later.
- 1.2 **Expiration date:** 12/31/2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

DUTIES OF THE CORPS

- 2.1 Complete services as specified in Project Request, which is attached hereto, and shall be a part of this contract.
- 2.2 Enroll and supervise AmeriCorps members in accordance with program guidelines.
- 2.3 Provide basic orientation and training as appropriate for corpsmembers.
- 2.4 Provide consultation and on-site project review to ensure that service is progressing in accordance with this work order and program guidelines.
- 2.5 Provide personnel and payroll administration for corpsmembers.
- 2.6 Provide all necessary transportation of corpsmembers to and from service sites.
- 2.7 Provide basic tools, safety gear, personal supplies and equipment needed by corpsmembers to meet all PURCHASER and federal safety requirements.
- 2.8 Provide professional liability and worker's compensation insurance for all corpsmembers.
- 2.9 Track services completed and make this information available to PURCHASER upon request.

DUTIES OF PURCHASER

- 3.1 Provide on-site project specific direction and assistance to the corpsmember(s).
- 3.2 Provide at least one media promotion to the public stating that the services(s) are being performed by THE CORPS. Any publicity regarding the subject matter of this work order must not be released without prior approval from the Corps' Authorized Representative.
- 3.3 Ensure safe working conditions in and around project areas that meet all PURCHASER and federal standards.
- 3.4 Secure all local, county, and federal permits required by law prior to the commencement of work.
- 3.5 Provide corpsmember(s) with training and educational opportunities relevant to the services being performed. This includes an on-site project overview at the outset of the project which outlines project background, goals and overall outcomes expected as a result of the corpsmembers' efforts.
- 3.6 Provide specialized tools, safety gear, personal supplies and equipment that are not available through THE CORPS that are needed by corpsmembers to meet all PURCHASER and federal safety requirements.
- 3.7 Assist in the acquisition of camping/lodging accommodations if necessary.
- 3.8 Provide all project materials, supplies and chemicals.

PAYMENT

- 4.1 PURCHASER will pay THE CORPS for services performed by THE CORPS.
- 4.2 PURCHASER's obligation to THE CORPS under this contract is up to a maximum of \$44,800.00, (unless the contract is extended by mutual written agreement for an additional 6 weeks, which would add up to an additional \$26,880 to the project maximum) based on the following fee schedule: \$28.00 per hour per corps member.
- 4.3 THE CORPS may invoice monthly. THE CORPS shall send final invoice to PURCHASER upon service

completion.

- 4.4 PURCHASER shall make payment within 30 days of receipt of invoices.

CANCELLATION

- 5.1 This contract may be cancelled by the PURCHASER or THE CORPS at any time, with or without cause, upon 30 days written notice to the other party. In the event of such cancellation, THE CORPS shall be entitled to payment for services performed.
- 5.2 THE CORPS reserves the right to withdraw corpsmembers from PURCHASER for emergency response work including, but not limited to, natural disasters and wild fire response. Reasonable efforts will be made to accommodate the needs of the PURCHASER. PURCHASER has no funding commitment to THE CORPS for services completed while corpsmembers have been withdrawn from PURCHASER for emergency response. PURCHASER shall remain liable for payment for services that THE CORPS provides to PURCHASER.

AUTHORIZED REPRESENTATIVES

- 6.1 THE CORPS's Authorized Representative is Dorian Hasselmann, District Manager, 60 Plato Blvd E, Suite 210, Saint Paul, MN 55107, or his/her successor.
- 6.2 The PURCHASER's Authorized Representative is Brian Swoboda, Parks Superintendent, 8168 Barbara Ave Inver Grove Heights, MN 55077, or his/her successor.

AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- 7.1 Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- 7.2 If THE CORPS fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

INDEMNITY & INSURANCE REQUIREMENTS

- 8.1 To the fullest extent permitted by law, PURCHASER will defend, indemnify and hold harmless THE CORPS from any and all claims for bodily injury and property damage including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by THE PURCHASER; THE PURCHASER's subcontractors or anyone employed directly or indirectly by any of them under this agreement as each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 8.2 To the fullest extent permitted by law, THE CORPS will defend, indemnify and hold harmless PURCHASER from any and all claims for bodily injury and property damage including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by THE CORP; THE CORPS's subcontractors or anyone employed directly or indirectly by any of them under this agreement as each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 8.3 THE CORPS's is not obligated to indemnify and defend PURCHASER or owner for claims due to the sole negligence or willful misconduct of PURCHASER. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.
- 8.4 THE PURCHASER's is not obligated to indemnify and defend THE CORPS or owner for claims due to the sole negligence or willful misconduct of THE CORPS. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.

GOVERNING LAW, JURISDICTION, AND VENUE

- 9.1 Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

DUPLICATION, DISPLACEMENT, SUPPLANTATION

- 10.1 Conservation Corps crews are subject to the provisions of 42 V.S.C. §§ 12501 - 12682 and 45 C.F.R. parts 2500 - 2550. These laws require, in part, that AmeriCorps assistance not result in:
- 10.1.1 Duplication of an activity otherwise available in the locality of the program or would otherwise be performed by an employee as part of the employee's assigned duties.
 - 10.1.2 Displacement of currently employed workers or workers on seasonal layoff or layoff from a substantially equivalent position, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits.
 - 10.1.3 Termination or layoff of employees.
 - 10.1.4 Infringement on the promotional opportunity of an employee or infringement on services performed by an employee as part of the employee's assigned duties.
 - 10.1.5 Supplanting the hiring of employed workers.
 - 10.1.6 Infringement on the assignments of any presently employed worker; an employee who recently resigned or was discharged; an employee who is on leave, on strike, being locked out, subject to a reduction in force, or has recall rights subject to a collective bargaining agreement or applicable personnel procedure.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

PURCHASER:

PURCHASER certifies that the appropriate person(s) have executed this contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title:
Mayor – City of Inver Grove Heights
Date:

CONSERVATION CORPS:

THE CORPS certifies that the appropriate person(s) have executed this contract on behalf of THE CORPS as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title:
District Manager
Date:

PROJECT REQUEST / SCOPE OF WORK

The CORPS and the PURCHASER have entered into an agreement to complete the project per the scope of work as derived from the originally submitted project request from:

Project Host Information

1. Project Contact Name: Brian Swoboda
2. Project Contact Title: Parks Superintendent
3. Agency: City of Inver Grove Heights
4. Phone Number: 651-4450-2582
5. Email Address: bswoboda@ighmn.gov

Project Information

1. Project Name: Inver Grove Heights Natural Resource Projects, 2023
2. Project Location: All are within the City of Inver Grove Heights, with the majority of work at: (Maps and addresses can be provided at another date to Corps Manager)
River Heights Park
Highway 52 Trail
Heritage Village & Rock Island Swing Bridge Park
Harmon Preserve and Salem Park
Seidls Park
Sleepy Hollow Park
South Valley Park
3. If applicable, project address: 8168 Barbara Avenue, City of Inver Grove Heights, MN 55077
4. Project Purpose: To improve access and quality of natural resources (parks, trails, and natural lands) within Inver Grove Heights.
5. Project Explanation: WOODY REMOVAL - Removal of buckthorn and other invasive/undesirable woody species with disposal by various means (slash, pile and burn, drop and lay, chip, and/or stake in place for erosion mitigation.

INTEGRATED PEST MANAGMENT - Vegetative management that includes hand weeding, spot mowing, weed whipping, and herbicide use.

PROPAGULE INSTALLATION - Assist in planting native propagules (plugs, seed, potted plants)

TRAIL WORK: Open trail corridors with small power equipment. Some tread-work restoration may be involved.

PARKS AND RECREATION IMPROVEMENT: Alternate small project work for poor weather main project work days, such as mulching

Training Information

1. Project host able to provide training? Yes
2. Trainer(s): Craig Reller, Environmental Resources Tech.
3. Hours available for training: 8-10 Hours
4. Project host to provide site orientation, project overview and history, or other training for crew? Yes

Scheduling Information

1. Crew Type Requested: Young Adult Crew
2. Estimated Length of Project: 6 Months
3. Preferred Project Timeline: Spring through fall
4. Can the project be completed intermittently? No

Project Equipment & Safety Information

1. Cell phones work in project area? Yes
 - a. If no, alternative communication options:
2. List all types of hand tools required for project: Loppers, hand saws, herbicide sprayer packs/bottles, mini sledge/maul, pick mattock, and cutter mattock.
3. List all types of power tools required for project: Chainsaws, brushcutters (grass knife and scarlet brush blades), weed whips, and power pole saw

4. Safety concerns or potential “watch-out” situations related to project. List any specialty safety equipment requirements: -Felling and brushing hazards (Helmets, safety glasses/goggles, chainsaw chaps, gloves, and hearing protection).
-Chipper will be operated and supervised by City Staff.
-Proper Herbicide use & application (gloves, long sleeves, and eye protection)
-Awareness of equipment use, traffic, and pedestrians/park users. (City will provide cones, flagging, and/or barricades).
5. Agency able to provide specialized tools? Yes
6. Alternate work plan in the event of adverse weather, if applicable: N/A



Request for Council Action

SUBJECT: **Resolutions Accepting Bids, Awarding a Contract and Approving Budgets for Argenta Hills Park (Project No. 2211) and Overlook Ridge Park (City Project No. 2212).**

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, accepting the bid and awarding a contract to JL Theis, Inc. in the amount of \$295,697.10, and approving budgets for City Project No. 2211 and Project No. 2212 - Overlook Ridge and Argenta Hills Park Development.

BACKGROUND

The City has acquired two new park properties via land dedication as a result of recent residential development in the northwest area of IGH. The first is a 1.3-acre park site within the Peltier Reserve development (Argenta Hills Park). The second location is a 0.54-acre park site within the Highlands at Settlers Ridge development (Overlook Ridge Park).

In August of 2022, the City contracted with WSB & Associates, Inc. to complete professional consulting and design service options for the two park properties. The contract included the preparation of final design packages using a combined approach with both parks in one package utilizing simultaneous scheduling to avoid duplication of efforts. Since that time, final plans, specifications and bid documents have been prepared by WSB. A brief site plan of the proposed parks and the engineer's cost estimate are attached.

At its March 27, 2023 meeting, the Council approved final plans and specifications for both projects and directed staff to advertise for bid. The engineer's construction cost estimate for Argenta Hills Park was \$248,423.18 and for Overlook Ridge Park it was \$121,597.25. The project was advertised in the Pioneer Press, the City's website and online through QwestCDN. Additionally, staff and the City's consultant reached out to several local vendors encouraging them to participate in the bidding process.

The advertisement for bids opened on March 29, 2023 and closed on April 19, 2023. A total of 7 bids were received. The bids were checked for mathematical accuracy and the lowest qualified bid was determined to be from JL Theis, Inc., with a total bid of \$295,697.10. The updated combined construction estimated budget for both projects is \$369,418.35, so the JL Theis, Inc. bid is \$73,721.25 under the engineer's cost estimate.

The City's park design consulting firm has provided a letter of support to accept the bid and award the contract to JL Theis, Inc. They have indicated the bidder meets all experience and requirements to perform the project. (See attached letter)

Bid results:

JL Theis, Inc.	\$295,697.10
Sunram Construction, Inc.	\$307,185.00
Pember Companies, Inc.	\$316,274.87
Shoreline Landscaping & Contracting	\$321,621.00
Goodmanson Construction	\$358,726.00
Urban Companies	\$408,888.00
Parkstone Contracting, LLC	\$485,620.00

The following is the estimated construction timeline:

Estimated Construction Timeline	
April 24, 2023	Accept Bid and Award Contract
Summer 2023	Construction Begins
Fall 2023	Substantial Construcion Completed
Spring 2024	Final Construction Items (if needed)

FISCAL IMPACT

If a bid is accepted and a construction contract is awarded, funding for the project would come from the City's Park Acquisition and Development Fund. Money in this fund comes from park dedication fees paid by development and it may be used only for the acquisition and development of new parks. It cannot be used for park maintenance, redevelopment of existing park amenities, or any other city need such as streets, utilities or public safety. Currently, the fund has a balance of \$5,430,241.

The chart below shows the current balance of the Park Acquisition and Development Fund, as well as very high-level estimates of allocations for other park needs and projects on the horizon. In summary, it shows that funds are available to proceed with these two parks, while also funding Phase 4 of Heritage Village Park, one-third of the South Valley Park Shelter, and maintain a healthy balance in the fund for future needs and opportunities.

Park Acquisition and Development Fund Balance	\$5,430,241
Vista Pines Trail Connection - Kimley Horn	-\$54,400
Vista Pines Trail Connection Construction	-\$133,457
NWA - Park Design (Higlands & Peltier)	-\$61,300
NWA - Argenta Hills Park	-\$362,530.34
NWA - Overlook Ridge Park	-\$466,749.62

NWA - Park #4 (estimated)	-\$1,000,000
South Valley Improvement - Park Shelter (1/3 Construction Contribution)	-\$350,000
Heritage Village Park Construction Cost – Phase 4 (after DNR Grant)	-\$1,178,971
HVP-Phase 4 5% Construction Contingency	-\$71,449
HVP-Phase 4 Site Amenities	-\$52,500
HVP-Phase 4 Construction Administration	-\$68,823
Seidls Lake Park Trail Connection	-\$175,000
Remaining Balance	\$1,455,061

In addition, staff is requesting approval for the overall project budget, which includes a contract with JL Theis, Inc. for construction, purchasing the playground and site amenities through a state contract vendor, and a 10% construction contingency.

Project No. 2211 (Argenta Hills Park) Cost Breakdown:

Item	Cost
Construction Cost - JL Theis, Inc	\$156,781
Construction Contingency 10%	\$15,678.10
Playground - State Contract Vendor	\$160,071.24
Site Furnishings - State Contract Vendor	\$30,000
Total	\$362,530.34

Project No. 2212 (Overlook Ridge Park) Cost Breakdown:

Item	Cost
Construction Cost - JL Theis, Inc	\$138,916.10
Construction Contingency 10%	\$13,891.61
Playground - State Contract Vendor	\$278,941.91
Site Furnishings - State Contract Vendor	\$35,000
Total	\$466,749.62

Project Funding:

Funding Source	Amount
Park Acquisition and Development Fund	\$829,279.96
Total	\$829,279.96

RECOMMENDATION

Staff recommends adoption of the attached Resolutions, accepting the bid and awarding a contract to JL Theis, Inc. in the amount of \$295,697.10, and approving budgets for City Project No. 2211 and Project No. 2212 for Overlook Ridge & Argenta Hills Park.

ATTACHMENTS

1. Resolution - Accepting Bids - Awarding Contract - Project No. 2211 and Project No. 2212
2. Resolution - Approving Budget - Project No. 2211 and Project No. 2212
3. 021133-000 LOR 041923
4. 021133-000 Bid Tab Summary 041923

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING BID AND AWARDING CONTRACT TO JL THEIS, INC. FOR CITY
PROJECT NO. 2211 AND PROJECT NO. 2212 – ARGENTA HILLS AND OVERLOOK RIDGE PARK
DEVELOPMENT**

WHEREAS, at its March 27, 2023, meeting, Council directed staff to advertise for bids for the park development of Argenta Hills and Overlook Ridge Park projects, which includes the construction of both parks, grading, paved walkways, playground containers, concrete work, plus landscaping; and

WHEREAS, on April 19, 2023, staff received and opened 7 bid proposals. The bids were checked for mathematical accuracy and the lowest bidder was JL Theis, Inc., with a total bid of \$295,697.10; and

Bidder	Bid
JL Theis, Inc.	\$295,697.10
Sunram Construction, Inc.	\$307,185.00
Pember Companies, Inc.	\$316,274.87
Shoreline Landscaping & Contracting	\$321,621.00
Goodmanson Construction	\$358,726.00
Urban Companies	\$408,888.00
Parkstone Contracting, LLC	\$485,620.00

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

1. The Mayor and Clerk are hereby authorized and directed to enter a contract with Weber, Inc. in the name of the City of Inver Grove Heights, for City Project No. 2211 and 2212 according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City rejects all other bids except for JL Theis, Inc.'s successful bid.
3. Project funding for the City Project No. 2211 and 2212 in the amount of \$295,697.10 shall be provided by the Park Acquisition and Development Fund.

Adopted by the City Council of the City of Inver Grove Heights on this 24th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING BUDGET FOR CITY PROJECT NO. 2211 AND PROJECT NO. 2212 –
ARGENTA HILLS AND OVERLOOK RIDGE PARK DEVELOPMENT**

WHEREAS, the City Council has considered City Project No. 2211 and 2212 providing construction of both parks, grading, paved walkways, playground containers, concrete work, plus landscaping; and

WHEREAS, finding the project to be necessary and beneficial to the city's park infrastructure, the City Council has ordered the projects and awarded a contract for project construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, that the following budget is hereby adopted for City Project No. 2211 and 2212:

PROJECT COSTS – Project No. 2211 (Argenta Hills)	Amount
Construction Bid	\$156,781.00
Construction Contingency (10%)	\$15,678.10
Playground	\$160,071.24
Site Furnishings	\$30,000.00
Total	\$362,530.34

PROJECT COSTS – Project No. 2212 (Overlook Ridge)	Amount
Construction Bid	\$138,916.10
Construction Contingency (10%)	\$13,891.61
Playground	\$278,941.91
Site Furnishings	\$35,000.00
Total	\$466,749.62

FUNDING SOURCE	Amount
Park Acquisition and Development Fund	\$829,279.96
TOTAL	\$829,279.96

BE IT FUTHER RESOLVED that the Parks and Recreation Director is authorized to direct the use of contingency funds up to the approved amount for project work in the case of changes in site conditions, quantity adjustment, or unforeseen expenses necessary to complete the project as proposed. In addition, is authorized to purchase through state contract vendors site furnishings for the project.

Adopted by the City Council of the City of Inver Grove Heights on this 24th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



April 19, 2023

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

Re: Peltier & Highlands Park Development
City of Inver Grove Heights Project No's. 2211 & 2212
WSB Project No. 021133-000

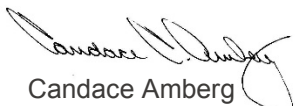
Dear Mayor and Council Members:

Bids were received for the above-referenced project on Wednesday, April 19, 2023, and were opened and read aloud. A total of seven (7) bids were received. The bids were checked for mathematical accuracy. Please find enclosed the bid summary indicating the low bid as submitted by JL Theis, Inc. of Jordan, MN in the amount of \$295,697.10. The Engineer's Estimate was \$369,418.35.

We recommend that the City Council consider these bids and award a contract in the amount of \$295,697.10 to JL Theis, Inc. based on the results of the bids received, and also recommend setting aside a construction contingency of up to 10% of the contract total.

Sincerely,

WSB



Candace Amberg
Sr. Landscape Architect

Attachments

cc: Jamie Theis, JL Theis, Inc.
Adam Lares, City of Inver Grove Heights
Brian Swoboda, City of Inver Grove Heights

mj

BID TABULATION SUMMARY

Peltier & Highlands Park Development

City of Inver Grove Heights Project No's 2211 & 2212

WSB Project No. 021133-000

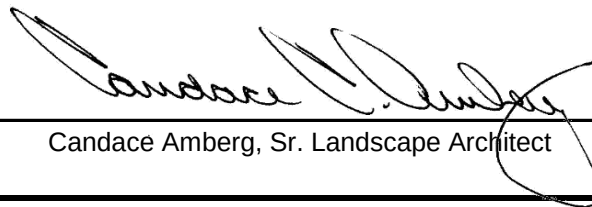
Bid Opening: April 19, 2023 at 10:00 AM local time



 DENOTES CORRECTED FIGURE

Contractor		Bid Security (5%)	Grand Total Bid
1	JL Theis, Inc.	X	\$295,697.10
2	Sunram Construction, Inc.	X	\$307,185.00
3	Pember Companies, Inc.	X	\$316,274.87
4	Shoreline Landscaping & Contracting	X	\$321,621.00
5	Goodmanson Construction	X	\$358,726.00
6	Urban Companies	X	\$408,888.00
7	Parkstone Contracting, LLC	X	\$485,620.00
Engineer's Opinion of Cost			\$369,418.35

I hereby certify that this is a true and correct tabulation of the bids as received on April 19, 2023.


Candace Amberg, Sr. Landscape Architect



Request for Council Action

SUBJECT: **Resolution Approving Reimbursement Agreement with Metropolitan Council for Project 2022-09I - Carmen Avenue and Claude Way Area Rehabilitation**

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing an interagency reimbursement agreement between the City of Inver Grove Heights and the Metropolitan Council for City Project 2022-09I - Carmen Avenue and Claude Way Area Rehabilitation.

BACKGROUND

Portions of City Project 2022-09I impact Metro Transit bus stops along Carmen Avenue between 65th Street and 57th Street. Metro Transit, as part of the Metropolitan Council, is requesting to add and/or replace bus pads for their bus stops as part of this project.

FISCAL IMPACT

The Metropolitan Council will pay for construction costs on work done on bus stops along Carmen Avenue and 5th Avenue South that fall within the project limits. In addition, the Metropolitan Council is responsible for legal, engineering, administrative, and finance fees based on 22 percent of the construction bid costs. The City of Inver Grove Heights is responsible for the remainder of the costs, which are budgeted for the project per budget Resolution No. 2023-066.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, authorizing the interagency reimbursement agreement with the Metropolitan Council for the City Project No. 2022-09I - Carmen Avenue and Claude Way Area Rehabilitation Project.

ATTACHMENTS

1. Resolution - Interagency Agreement with Metropolitan Council - 2022-09I
2. Interagency Agreement with Metropolitan Council - 2022-09I

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF AN INTERAGENCY AGREEMENT FOR
REIMBURSEMENT BETWEEN THE METROPOLITAN COUNCIL AND THE CITY OF INVER GROVE
HEIGHTS FOR CITY PROJECT 2022-09I – CARMEN AVENUE AND CLAUDE WAY AREA
REHABILITATION**

WHEREAS, City Project 2022-09I includes Metro Transit bus stops along Carmen Avenue from 65th Street to 57th Street; and

WHEREAS, the Metropolitan Council, who has authority over Metro Transit, has agreed to partner with the City of Inver Grove Heights for the construction of City Project 2022-09I and associated improvements to their portion of bus stop improvements within project limits; and

WHEREAS, an Interagency Agreement for Reimbursement between the City of Inver Grove Heights and Metropolitan Council is necessary to identify the terms, responsibilities, and participation of each party for the project; and

WHEREAS, the City of Inver Grove Heights is the lead agency for the project and will be responsible for completing all contract administration, design work, contract administration and construction inspection; and

WHEREAS, the Metropolitan Council will contribute project costs for all work performed on their portion of construction from the accepted bid tabulation plus a fee of 22 percent of contributing construction costs for associated legal, engineering, administrative, and finance (LEAF) costs; and

WHEREAS, staff recommend entering into an Interagency Agreement with the Metropolitan Council for construction of their portion of bus stop improvements within this project's limits.

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

1. Authorization is granted for execution of an interagency Agreement for Reimbursement for participation in construction and LEAF costs associated with City Project 2022-09I, Carmen Avenue and Claude Way Area Rehabilitation.

Adopted by the City Council of the City of Inver Grove Heights this 24th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**AGREEMENT BETWEEN
THE CITY OF INVER GROVE HEIGHTS
AND THE METROPOLITAN COUNCIL
FOR REIMBURSEMENT OF BUS STOP ENHANCEMENTS**

This Agreement is between the City of Inver Grove Heights, a municipal corporation under the laws of the State of Minnesota, (“Inver Grove Heights”) and the Metropolitan Council, a public corporation and political subdivision of the state of Minnesota, organized and existing under the laws of the State of Minnesota (hereinafter “Council”). Collectively Inver Grove Heights and Council shall be referred to as the Parties. Cities refers to both Inver Grove Heights and South St. Paul.

BACKGROUND RECITALS

1. The Council operates bus service at bus stops (“Bus Stops”) located in the cities of Inver Grove Heights and South St. Paul and shown on the attached Exhibit B. These bus stops include various boarding and shelter pads, as shown on the attached **Exhibit B**.
2. Inver Grove Heights has entered into a joint powers agreement (“City JPA”) whereby the City of Inver Grove Heights has undertaken City Project No. 2022-09I which includes the reconstruction of various streets and sidewalks, including Carmen Avenue, located within the Cities.
3. Inver Grove Heights will be responsible for constructing City Project No. 2022-09I in the area depicted in the attached **Exhibit A** (the “Project Area”); pursuant to the City JPA, South St. Paul will reimburse Inver Grove Heights for costs associated with the project work completed within South St. Paul.
4. Council is interested in providing better accessibility to bus stops by the reconstruction and addition of Bus Stop Boarding and Shelter Pads at bus stops located within the Project Area (the “Five Bus Stops”).
5. Council and Cities desire that the existing bus and accessibility pads be re-constructed with the Cities’ Project, and also 4 additional Bus Stop Boarding and Shelter Pads be added where there currently are none (together the “Five Bus Stops”) as further described below and in **Exhibit B**.
6. Council is not staffed or equipped to reconstruct the Bus Stop Boarding and Shelter Pads at this time.
7. Council has agreed that Council will reimburse Inver Grove Heights for the cost of the installation of concrete accessible boarding pads at the Five Bus Stops (the “Bus Stop Improvements”) located within the Cities.
8. Pursuant to Minnesota Statutes, Section 473.504, subd. 12, Council is authorized to contract with any local government unit for the performance on Council’s behalf of any service on such terms as may be agreed upon by the contracting parties.

9. Inver Grove Heights is authorized to enter into this Agreement pursuant to the City of Inver Grove Heights' Council Resolution No. ____ approved on ____, 2023, and that said Bus Stop Improvements will be carried out by the Parties as provided by this Agreement.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Parties agree as follows:

PURPOSE OF AGREEMENT

1. The purpose of this Agreement is to set forth the terms and conditions and responsibilities of each of the Parties to this Agreement for the construction and subsequent reimbursement of the Bus Stop Improvements. The Council hereby appoints the City of Inver Grove Heights as its agent to construct the Bus Stop Improvements in accordance with the Council approved construction documents and the terms and conditions of this Agreement.

2. For purposes of this Agreement the scope of the Bus Stop Improvement Project is as follows:

The City of Inver Grove Heights will administer the contract for the design and construction of Five Bus Stops for a deliverable of installed concrete Bus Stop Boarding and Shelter Pads and installed accessible pedestrian ramps connecting to the shelter pad (further detailed in **Exhibit B**).

3. For purposes of this Agreement the location of City Project No. 2022-09I is shown on the attached **Exhibit A** and includes improvements on the streets adjacent to the following bus stops:

1. Stop 9790 - Carmen Avenue & South Street [5th Ave S & South Street] (South St. Paul)
2. Stop 41294 – Carmen Avenue & #5825 (Inver Grove Heights)
3. Stop 9996 – Carmen Avenue & Claude Way (Inver Grove Heights)
4. Stop 9998 - Carmen Avenue & #6115 (Inver Grove Heights)
5. Stop 10000 – Carmen Avenue & Claude Way East (Inver Grove Heights)

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. Council Responsibilities

- A. The Council will provide input on the design and answer questions relating to the Bus Stop Improvements during construction of the Bus Stop Improvements. The Council will also remove an existing shelter and electrical connections to a shelter at Carmen Avenue and South Street (Stop 9790) in preparation of construction, address electric supply for new bus shelter, and install a shelter after completion of the Bus Stop Improvements. The Council will also coordinate the removal and or relocation of the private bench at Stop 9790 prior to construction.

II. City Responsibilities

- A. Inver Grove Heights agrees to perform the Services listed in **Exhibit B** in a satisfactory, timely, and mutually agreed upon manner.

III. Maximum Total Compensation

- 1) The maximum total compensation payable to the City of Inver Grove Heights by the Council for all services performed under this Agreement, including any expenses incurred, including indirect costs, shall not exceed \$16,987.52.
- 2) Such indirect costs are not considered cost plus and is an administrative fee for legal & land, engineering [design/survey/inspection/construction management], administration, finance & fiscal ("LEAF").
- 3) The current construction costs attached as **Exhibit C** are based on as-bid costs; with an additional 5% contingency shown for potential field adjustments and quantity overruns in the field.
- 4) Inver Grove Heights will add a 22% fee on the work designated in Exhibit B as the Council's portion of the project work to account for the LEAF costs associated with the Bus Stop Improvements.

IV. Method of Payment

Upon completion of the Services, Inver Grove Heights shall submit to the Council a final status report describing the work completed, a final invoice, and a request for payment of the sums then owing. The final invoice must include the Agreement number (MC # 23I014) and the following certification, signed by an authorized representative of Inver Grove Heights:

The undersigned represents that payment of this request for payment to the City constitutes completion of the services agreed upon pursuant to this agreement and acknowledges that the City shall be responsible to reimburse the Council for any payments due the Council as a result of an audit.

The Council shall pay this final invoice within 30 days of the Council's approval and acknowledgment of satisfactory completion of the Bus Stop Improvements, which shall not be unreasonably withheld.

The City of Inver Grove Heights shall not receive payment for work reasonably found by the Council to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

V. Ownership/Maintenance

During and upon completion of the Bus Stop Improvements and acceptance of the Bus Stop Improvements by Council pursuant to this Agreement, the Bus Stop Boarding and Shelter Pads are the property of the Council and all associated warranties and guarantees provided by the construction contractors and subcontractors associated with the Project will become the property of Council. Council shall be solely responsible for maintenance of the Bus Stop Boarding areas and Shelter Pads.

VI. Miscellaneous

A. Assignment. This Agreement shall not be assigned by any party without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.

B. Liability. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law. Minnesota Statutes Chapter 466 and other applicable law govern the parties' liability. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

C. Governing Law. The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Dakota, State of Minnesota.

D. Term. The term of this Agreement shall commence as of the effective date and shall last until December 31, 2024.

E. Audit/Recordkeeping. The Cities agree to keep and maintain during the performance of this Agreement and a period of six (6) years following, records and files relating to the final financial aspects of this Agreement, and further agrees to allow the Council or designated federal or state personnel to enter on Cities' premises after reasonable advance notice and to inspect, copy and audit the above records, files, and premises. As required by Minnesota Statutes section 16C.05, the records, books, documents, and accounting procedures and practices of the Cities and of any subcontractor relating to Services performed under this Agreement shall be subject to audit and examination by the Council and the Minnesota Legislative Auditor or Minnesota State Auditor. Upon reasonable advance notice, the Cities and any subcontractor shall permit Council or its designee to inspect, copy, and audit its accounts, records, and business documents at any time during regular business hours, as they may relate to the performance of this Agreement.

F. Amendment. Any amendment to this Agreement must be in writing and will not be effective until it has been executed by the Parties authorized representatives.

G. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

H. Severability. The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

I. Termination. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

J. Data Practices. The Parties will comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated in accordance with this Agreement. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this section by either Party.

K. Notices. Any notice or demand which must be given or made by a party under this Agreement shall be sent to:

Metropolitan Council:

Paul Lamb or his successor

560 6th Avenue North

Minneapolis, MN 55411

Paul.Lamb@Metrotransit.org

City of Inver Grove Heights:

Steve Dodge or his successor

8150 Barbara Ave

Inver Grove Heights, MN 55077

SDodge@ighmn.gov

L. Legal Compliance. Council and the Cities agree to comply with all applicable state and federal laws and regulations and all applicable local ordinances and rules.

M. Prompt Payment of Subcontractors. The City of Inver Grove Heights shall comply with Minnesota Statutes, Section 471.425 on “Prompt Payment of Local Government Bills” and any other applicable law on prompt payment of local government bills.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf respectively by their duly authorized representatives. This Agreement is effective on the date this Agreement is signed by the Council's authorized representative.

METROPOLITAN COUNCIL

By: Anna E Flintoft
Anna E Flintoft (Apr 15, 2023 11:09 CDT)

Manager, Planning & Urban Design
Title: _____
Date: Apr 15, 2023

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

CITY OF INVER GROVE HEIGHTS

APPROVAL:

By _____
Brenda Dietrich
Its: Mayor

By _____
Rebecca Kiernan
Its: City Clerk

Date: _____

EXHIBIT A - Project Area**Bus Stops Included within the Shelter Area Which are the Subject of the Bus Stop Improvements**

- Stop 9790 - Carmen Avenue & South Street [5th Ave S & South Street] (South St. Paul)
- Stop 41294 – Carmen Avenue & #5825 (Inver Grove Heights)
- Stop 9996 – Carmen Avenue & Claude Way (Inver Grove Heights)
- Stop 9998 - Carmen Avenue & #6115 (Inver Grove Heights)
- Stop 10000 – Carmen Avenue & Claude Way East (Inver Grove Heights)

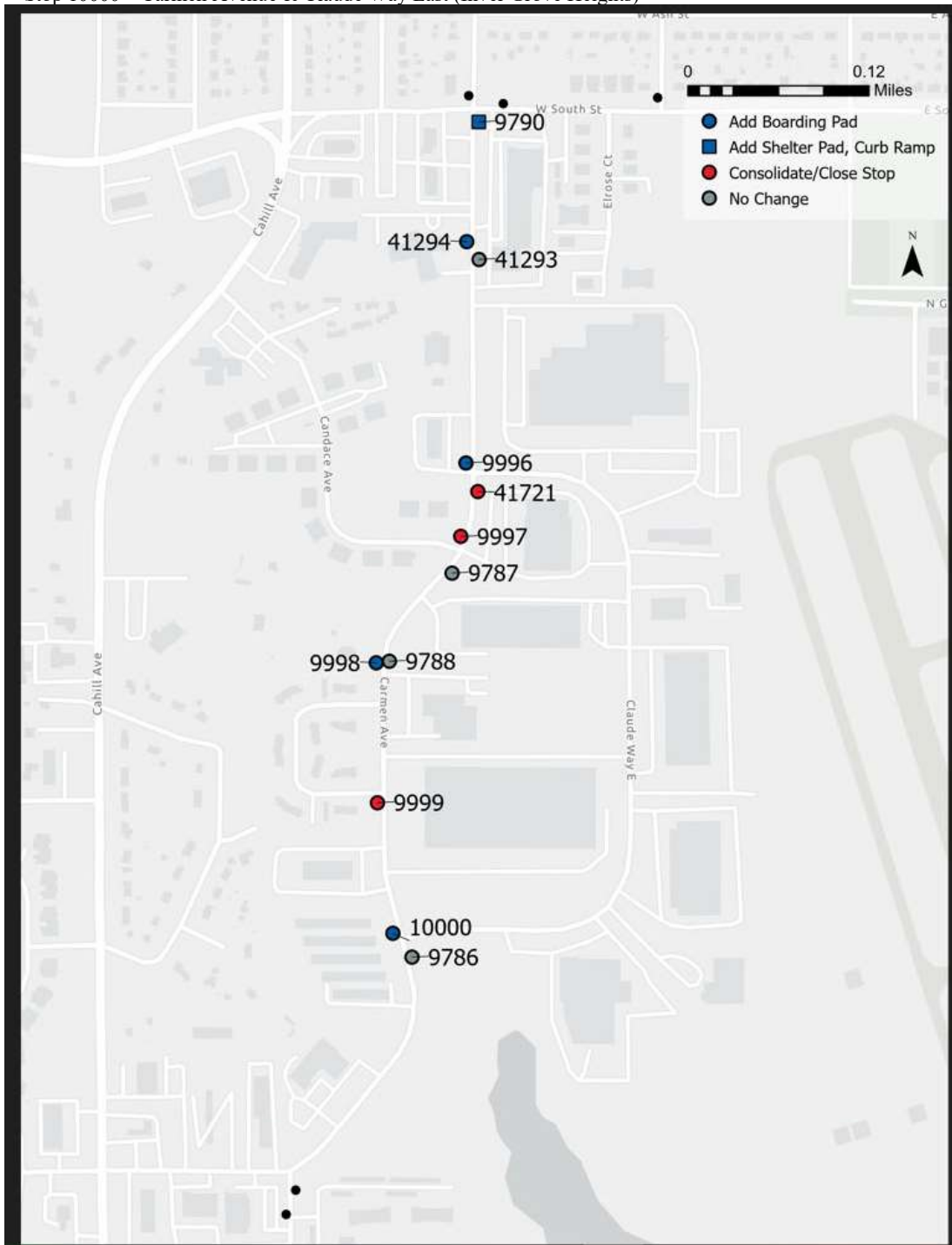


EXHIBIT B – Scope of Work

DESCRIPTION OF SERVICES

Bus Stop Improvements for Carmen Avenue & Claude Way Area Rehabilitation

City will make the Bus Stop Improvements as part of City Project No. 2022-09I. These improvements include installing concrete pads for boarding areas and shelters (Bus Stop Boarding and Shelter Pads). The Five Bus Stops are:

1. Stop 9790 - Carmen Avenue & South Street [5th Ave S & South Street] (South St. Paul), Shelter Pad and Curb Ramp
2. Stop 41294 – Carmen Avenue & #5825 (Inver Grove Heights), Bus Stop Boarding Pad
3. Stop 9996 – Carmen Avenue & Claude Way (Inver Grove Heights), Bus Stop Boarding Pad
4. Stop 9998 - Carmen Avenue & #6115 (Inver Grove Heights), Bus Stop Boarding Pad
5. Stop 10000 – Carmen Avenue & Claude Way East (Inver Grove Heights), Bus Stop Boarding Pad

The “**Bus Stop Boarding and Shelter Pads.**”

Services to be performed by Inver Grove Heights are listed in the following tasks below.

Task 1 – Concrete Bus Stop Improvements

Inver Grove Heights will administer the contract for the design and construction of accessible concrete pads at the bus stops in accordance with the plans for City Project No. 2022-09I – Carmen Avenue and Claude Way Area Rehabilitation dated January 23, 2023, including subsequent revisions.

Deliverables

- Installed concrete bus stop boarding and shelter pads.
- Installed accessible pedestrian ramps connecting to the shelter pad.

Rates

- See Exhibit C for rates and costs.

Schedule

- Task 1: December 31, 2024

EXHIBIT C – As-Bid Project Costs:

The estimated project costs below reflect Council quantity and amounts from the City of Inver Grove Heights' Engineer's Estimate for the Carmen Avenue & Claude Way Area Rehabilitation project.

Description	Unit	Contract Unit Cost	IGH Qty	IGH Amount	SSP Qty	SSP Amount	Cities Total
Salvage Sign	each	\$42.00	7	\$294.00	1	\$42.00	
Install Sign	each	\$210.00	4	\$840.00	1	\$210.00	
Mobilization	lump	\$1000.00	0.01	\$10.00	0.01	\$10.00	
Remove curb and gutter	lin ft	\$8.00		\$0.00	40	\$320.00	
Remove concrete pavement	sq yd	\$14.00		\$0.00	10	\$140.00	
Remove bituminous pavement	sq yd	\$3.50		\$0.00	60	\$210.00	
Common excavation	cu yd	\$50.00	7	\$350.00	12	\$600.00	
Concrete curb design V	lin ft	\$50.00	50	\$2,500.00		\$0.00	
Type sp 9.5 wear course mix	ton	\$100.00		\$0.00	3	\$300.00	
6" concrete walk	sq ft	\$12.50	180	\$2,250.00	300	\$3,750.00	
Truncated domes	sq ft	\$50.00		\$0.00	7	\$350.00	
Concrete curb and gutter (hand pour)	lin ft	\$30.00		\$0.00	40	\$1,200.00	
Subtotal				\$6,244.00		\$7,132.00	\$13,376
Contingency (5%) + Indirect (22%)				\$1,685.88		\$1,925.64	
Total				\$7,929.88		\$9,057.64	\$16,987.52

**Request for Council Action**

SUBJECT: **Approve Contracts for Geotechnical Construction Testing and Survey Services for 2023 Pavement Management Initiative Project Nos. 2022-09 I, J and L**

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, accepting a proposal for geotechnical construction testing services from WSB and a proposal for construction staking services from Bolton & Menk, and awarding contracts thereto for the 2023 Pavement Management Initiative (PMI) Project Nos. 2022-09 I, J and L.

BACKGROUND

The contract for the 2023 PMI projects was awarded to McNamara Contracting on April 10, 2023, in the amount of \$2,931,407, with a total approved bid budget of \$3,753,987 for Project Nos.:

- 2022-09I – Carmen Avenue and Claude Way Area Rehabilitation
- 2022-09J – Cheney Trail and Coffman Path Area Rehabilitation
- 2022-09L – Bolland Trail and 62nd Street Area Rehabilitation

To carry-out these projects, geotechnical testing services and survey staking services will also be needed. Therefore, staff requested and received proposals for geotechnical construction testing services from two firms, as identified below:

Firm	Quote Received
WSB	\$40,272.50
American Engineering Testing (AET)	\$41,067.50

Staff also requested and received proposals for survey staking services from two firms, as identified below:

Firm	Quote Received
Bolton & Menk	\$30,000
WSB	\$42,000

FISCAL IMPACT

Funding will come from the legal, engineering, administrative, and finance (LEAF) costs approved for the projects via Resolutions 2023-066, 2023-067, and 2023-068 for projects 2022-09I, 2022-09J, and 2022-09L respectively. Funding will be through the Pavement Management - Local Streets fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), Storm Water Operating Fund (Fund 531), Special Assessments, Metro Transit (Metropolitan Council funds) and City of South St Paul funds.

RECOMMENDATION

Staff recommends adoption of the attached Resolution accepting the proposals and awarding contracts for geotechnical construction testing services to WSB, and survey staking services to Bolton & Menk, for 2023 Pavement Management Initiative Project Nos. 2022-09 I, J and L.

ATTACHMENTS

1. Resolution - Award Geotechnical Testing and Survey Staking Services - 2022-09I, J & L
2. Geotechnical Construction Testing Services Proposal from WSB - 2022-09I, J & L
3. Bolton & Menk Survey Staking Services Proposal - 2022-09I, J and L

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

**RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING CONTRACT APPROVALS
FOR GEOTECHNICAL CONSTRUCTION TESTING SERVICES AND SURVEY STAKING
FOR THE 2023 PAVEMENT MANAGEMENT INITIATIVE (PMI) CITY PROJECTS NOS. 2022-
09I – CARMEN AVENUE AND CLAUDE WAY AREA REHABILITATION, 2022-09J - CHENEY
TRAIL AND COFFMAN PATH AREA REHABILITATION, AND 2022-09L – BOLLAND TRAIL
AND 62ND STREET AREA REHABILITATION**

RESOLUTION NO. _____

WHEREAS, as part of the City's Pavement Management Initiative, staff has requested separate proposals for geotechnical construction testing services and survey staking services for 2023 PMI Project Nos. 2022-09I, J and L; and

WHEREAS, proposals were received for geotechnical construction testing services from AET for \$41,067.50 and WSB for \$40,272.50; and

WHEREAS, proposals were received for survey staking services from WSB for \$42,000 and Bolton & Menk for \$30,000; and

WHEREAS, staff has reviewed the proposals and recommends the City Council accept WSB's proposal in the amount of \$40,272.50 for geotechnical construction testing services and Bolton & Menk's proposal in the amount of \$30,000 for survey staking services for the 2023 PMI Project Nos. 2022-09I, J and L.

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

1. WSB's proposal in the amount of \$40,272.50 is hereby accepted for geotechnical construction testing services for 2023 Pavement Management Initiative projects as follows:
 - \$25,580.00 for 2022-09I
 - \$ 5,572.50 for 2022-09J
 - \$ 9,120.00 for 2022-09L
2. Bolton & Menk's proposal in the amount of \$30,000 is hereby accepted for survey staking services for 2023 Pavement Management Initiative projects as follows:
 - \$18,850.00 for 2022-09I
 - \$ 5,350.00 for 2022-09J
 - \$ 5,800.00 for 2022-09L
3. The Public Works Director is authorized to direct the use of contingency funds up to 10% of the contract amounts (\$4,027.25 for WSB and \$3,000 for Bolton & Menk) for changes in site conditions, testing quantity adjustment, staking quantity adjustment, or additional testing and staking as deemed necessary to confirm the quality of the work constructed.

4. The Public Works Director is authorized to approve a contractual agreement with WSB for geotechnical construction testing services in the amount of \$44,299.75, and Bolton & Menk for survey staking services in the amount of \$33,000.
5. The costs for these services will be funded by project legal, engineering, administrative, and finance (LEAF) funds identified in the budget approved via Resolutions 2023-066, 2023-067, and 2023-068 for projects 2022-09I, 2022-09J, and 2022-09L respectively.

Adopted by the City Council of the City of Inver Grove Heights this 24th day of April 2023

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



A PROPOSAL FOR

2023 Pavement Management Initiative Materials Testing Services

FOR CITY OF INVER GROVE HEIGHTS

April 13, 2023

Mr. Steve Dodge, PE
Assistant City Engineer
Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077



Re: Proposal for 2023 Pavement Management Initiative
Materials Testing Services
Inver Grove Heights, MN

Dear Mr. Dodge,

WSB is pleased to present this proposal to provide professional services for construction materials testing in conjunction with the Request for Proposal (RPF) received from the City of Inver Grove Heights for the 2023 Pavement Management Initiative projects 2022-09I, 2022-09J, and 2022-09L. Our proposal includes a description of our understanding of services to be provided, proposed project personnel, and an estimate including the various services that may be rendered.

If you have any questions about this proposal, please feel free to contact the Project Coordinator, Emily DeSchepper, at 612.289.3048.

Sincerely,
WSB

A handwritten signature in black ink, appearing to read "Mark Watson".

Mark Watson, PE
Project Manager

A handwritten signature in black ink, appearing to read "Emily DeSchepper".

Emily DeSchepper
Project Coordinator

ACCEPTED BY: CITY OF INVER GROVE HEIGHTS

The City of Inver Grove Heights hereby accepts the WSB proposal for Construction Materials Testing as outlined and according to the enclosed General Contract Provisions.

Signature: _____

Name: _____

Title: _____

Date: _____



Why WSB?

WSB is a forward-thinking design and consulting firm specializing in engineering, community planning, environmental, and construction services. WSB's Construction and Design-Build Services Division is made up of more than 170 engineers, technicians, and materials specialists. These dedicated individuals are capable of providing sampling, testing, special inspections and more for all types of heavy civil, vertical, County, City, State, and Federally-funded projects. Our Minnesota team for Materials Testing has offices and staff located in Burnsville, Golden Valley, St. Paul, and Rochester. WSB's AASHTO Re:source accredited lab is located in Burnsville, Minnesota. The City can rest easy knowing you have a highly qualified team of experts that go above and beyond to deliver successful projects.

We inspire each other to discover thoughtful & creative solutions.



Highly-Qualified Team

WSB has over 87 MnDOT certified field technicians, 48 being within the metro area. WSB also holds 63 MnDOT prequalifications which is more than any other firm. Our team has a proven history of providing materials testing services on projects similar to the upcoming project for the City of Inver Grove Heights.



Above & Beyond

We strive to build lasting, profound client relationships. Our construction services group is a collective of critical, creative, and empathetic thinkers with ambitious and disruptive ideas. We challenge what has been done in order to create what could be done because we believe more is possible when we work together.



Technology

WSB provides our field staff with phones and tablets to allow data to be input in real-time while performing on-site testing and observations to fully integrate the office and the field. By using this paperless, integrated reporting technology, we have quicker report turn around times and are less prone to making errors.

We don't just work for you, we work with you.



Project Understanding

It is our understanding that this contract will consist of materials testing services for the 2023 Pavement Management Initiative projects in Inver Grove Heights, Minnesota. After reviewing the project plans, specifications, and correspondence provided by the City of Inver Grove Heights, we have prepared this proposal with the intent to provide services according to the testing totals sent by the City of Inver Grove Heights.

Based on the information provided and our experience with similar work scope, we have prepared a material testing estimate outlining the tasks that may be required and their associated costs. The tasks were directly derived from project quantities within the project plans and specifications. Changes to the testing rates and schedule can be discussed and adjusted as seen fit under the Engineer's discretion.

WE UNDERSTAND THE PROJECT MAY INCLUDE THE FOLLOWING RELEVANT CONSTRUCTION ACTIVITIES:

- Full Depth Reclamation
- Aggregate Base Placement
- Utility Installation
- Concrete Curb & Gutter
- Concrete Flatwork
- Bituminous Paving

Scope of Services



We will assign qualified engineering technicians to perform construction materials testing in accordance with all project and City of Inver Grove Heights requirements. The work will be performed by certified technicians under the direct supervision of a registered Professional Engineer. We are prepared to provide the requested services on an as-needed basis as requested by the City or their representative.

Based on the relevant construction activities, we anticipate the following inspection and testing services may be requested:

EARTHWORK

- Perform laboratory proctor tests, gradations, and quality testing on subgrade and imported materials, as sampled by technicians in the field.
- Perform test rolling of materials in the field, as requested.
- Perform density and moisture testing by nuclear gauge on fill and backfill placed during utility backfill and earthwork operations.
- Perform dynamic cone penetrometer (DCP) testing on granular, reclaimed, and aggregate base materials.

CONCRETE

- Perform field testing of plastic concrete including air content, slump, and temperature.
- Cast concrete cylinder or beam specimens for laboratory strength testing.
- Transport specimens to the laboratory for curing and strength testing.

BITUMINOUS

- Obtain companion samples from contractor during each day of paving operations.
- Perform laboratory testing on each companion sample for MnDOT gyratory mix properties.
- Obtain companion core samples after each day of paving operations, per the project specifications.

SCHEDULING

This contract is being proposed with the understanding that all scheduling will be completed by City personnel or authorized representatives on an as-needed basis to fulfill testing needs. To ensure that scheduling is performed in a timely and efficient manner, all requests will be placed with Emily DeSchepper, project coordinator, via call, text, or email at 612.289.3048 or edeschepper@wsbeng.com.

REPORTING

Our field staff are equipped with company provided phones and tablets that will allow them to keep in contact with office personnel, project managers, and City staff. These mobile devices will allow the technicians to enter real-time data into our testing software, QESTField, while on the project site. These reports are reviewed and submitted to the City provided distribution list within one business day of the field work being completed. Laboratory tests will be reported within our laboratory software, QESTLab. All reports for field and laboratory testing will be distributed with turnaround time meeting or exceeding, the MnDOT requirements. Reports are distributed via our online cloud-based system, Construction Hive, and available for download immediately upon recipient receipt allowing projects to be managed in real-time from the field.

INVOICING

The monthly project invoices will include the relevant City project name, the City project number, the date, category of the tasks performed, and relevant sample identification information. Invoices will be provided on a per project basis for ease of tracking testing and budgets. Additional project diaries and observations will be provided upon request.



Cost

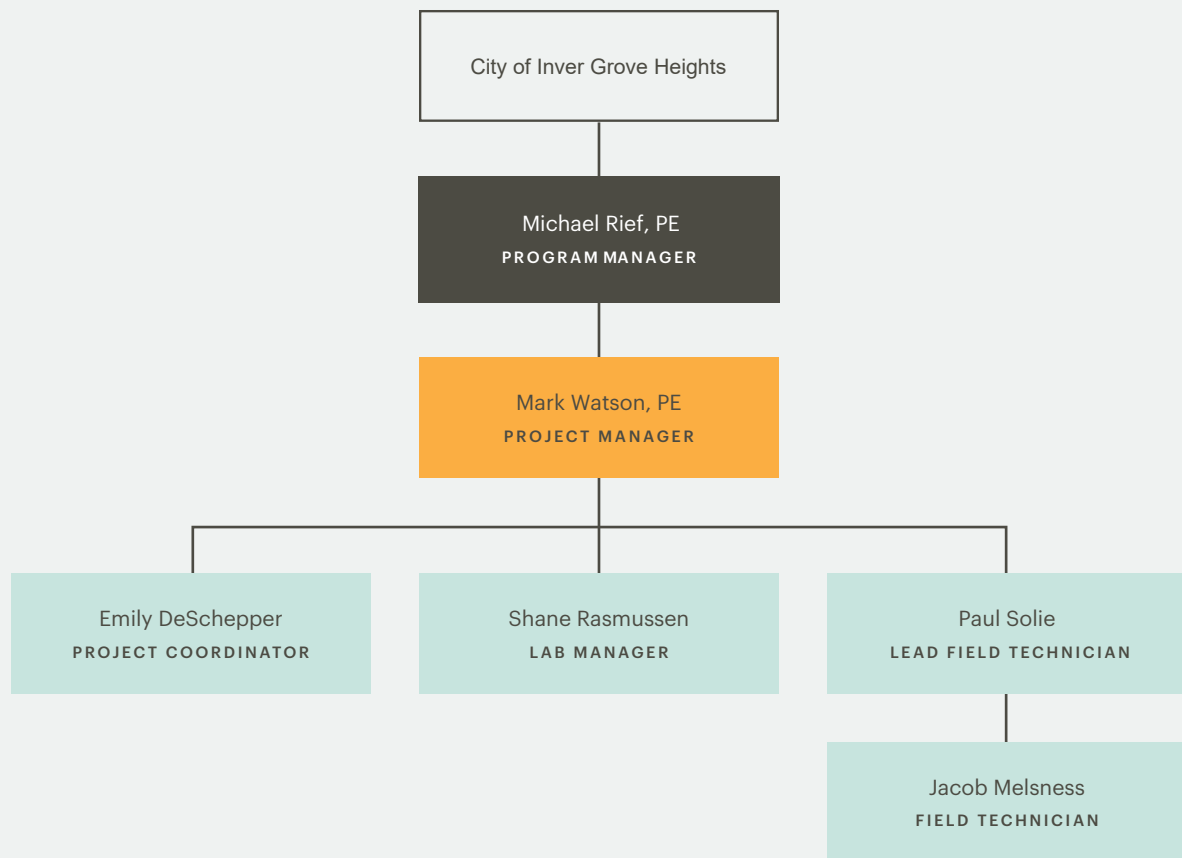
Enclosed in the Appendix is the cost estimate for the work indicated in our proposal. Final fees for the three projects will depend on the amount of observation and testing requested by the City or their project representatives. WSB understands that the contract will be held to an amount determined by the enclosed cost estimate. If the total fees approach the project's limit, WSB will work with the City to find a mutually agreed upon cost for additional work.

If there are additional services necessary that are not included in this proposal, we would be happy to discuss how WSB can assist.

PROJECT TIMELINES & RESPONSIBILITIES

- The City or thier project representative will submit testing / sampling requests with an attempt to have them made 24 hours prior to on-site tasks, but no later than 4 PM the day prior.
- WSB Technicians will work cooperatively with the contractor to perform testing and obtain samples.
- Project staff will provide reports for each sample and test to the distribution list provided by the City. The reporting will be completed and distributed within one business day of task completion.
- Project Assistant time will be utilized for scheduling, report review, and compilation of final project documentation.
- Project Manager time will be utilized for preconstruction meeting attendance, formal requests, notification of test failures or construction related impacts, project invoice review, and review of final project documentation.

Key Personnel



Michael Rief, PE, DBIA

PROGRAM MANAGER

Mike is a professional engineer, and Sr. Vice President of Construction and Design-Build at WSB with more than 32 years of industry experience managing some of the largest transportation projects in the state, and a career emphasis on Project Management, Contract Administration, Construction, Design, Materials, and Pavements. Prior to WSB, Mike worked for Koch Pavement Solutions for 3 years as the Field Engineering Leader for the Midwest Region, and spent 13 years working for MnDOT in various District throughout the state including the Maplewood Materials Lab. While at MnDOT, Mike served as a Soils Automation Engineer, a Design and Construction Engineer, a District Materials Engineer, and worked in the Pavement Management Office. Mike has an expert understanding of materials and material testing. Mike has seen the industry from all perspectives. Mike is actively involved in the field on all his projects and still manages several construction projects annually. Mike is also an instructor for several of MnDOT Technical Certification Courses including Grading and Base II and Grading and Base Recertification, in addition to developing technical training videos for MnDOT on Material Testing procedures.

Meet Our Team



Mark Watson, PE
PROJECT MANAGER

Mark is a professional engineer with more than 17 years of industry experience in design and construction of public infrastructure in the Metro Area. Prior to WSB, Mark served in multiple roles at MnDOT, including Materials, Operations, Construction, and Transit. He has experience providing project management, project development, scheduling, and construction oversight. Mark's experience over the full project spectrum from design, construction and maintenance gives him a unique perspective when managing projects.



Shane Rasmussen
LAB MANAGER

Shane is currently the WSB Materials Lab Supervisor with over five years experience in laboratory testing of aggregate, asphalt, soils and concrete. Previously, Shane worked primarily in the Materials Lab as a Technician. His general duties are testing construction materials for the various projects that WSB is working on, calibrating equipment, entering/reporting lab data results, training staff in lab testing and oversees the day-to-day operations of the lab. Most of his work is in the soils/aggregate lab, bituminous lab and concrete lab testing per MnDOT procedures on MnDOT projects.



Jacob Melsness
FIELD TECHNICIAN

Jacob is a senior testing technician for the materials testing group where he performs various types of tests to confirm all materials meet project specifications. He has over five years of experience in the concrete and construction industry and materials testing. Jacob has tested construction materials for various types of clients including state and federal, municipalities, and private businesses. He coordinates with contractors and inspectors on all levels to ensure materials conform to project standards and client satisfaction remains high.



Emily DeSchepper
PROJECT COORDINATOR

Emily has more than ten years of experience in construction inspection and materials testing. She has multiple MnDOT certifications. Since being with WSB since 2016, Emily has worked for clients with a range of funding sources, including state and federal agencies, municipalities, and private businesses. She has worked in a variety of settings with municipal, county, state and federal shareholders. Emily is the project coordinator and assistant project manager for the materials testing group where she brings in projects, prepares testing estimates, schedules technicians for testing, coordinates with contractors and inspectors on all levels to deliver projects to ensure compliance with the project plans and specifications.



Paul Solie
LEAD FIELD TECHNICIAN

Paul has over 41 years of construction materials testing (CMT) experience. His experience includes construction materials management, field testing inspection, and laboratory oversight. Paul has experience in attaining and maintaining AASHTO Lab Accreditations by providing construction materials lab supervision and oversight. Paul holds numerous ICC certifications for special inspections on various construction materials. Paul gained his experience performing CMT on a variety of projects across the state of Minnesota, achieving an unparalleled depth of construction expertise on both public and private infrastructure projects.



Appendix

COST ESTIMATES

- 2022-09I - Carmen Avenue & Claude Way
- 2022-09J - Cheney Trail & Coffman Path
- 2022-09L - Bolland Trail & 62nd Street

GENERAL CONTRACT PROVISIONS



Construction Materials Testing Estimate of Costs

City of Inver Grove Heights
Carmen Avenue & Claude Way

City Project 2022-09I

April 3, 2023

CMT Unit	Service Description	Estimated Units	Hourly or Unit Cost	Total Unit Cost
Aggregate and Soils				
<i>Field Testing</i>				
CMT03	Test Roll Observations 4 trips at 3.00 hours each	12.00 hours	\$ 105.00	\$ 1,260.00
CMT02	Compaction Testing of Fill and Backfill 5 trips at 2.00 hours each	10.00 hours	\$ 95.00	\$ 950.00
3510	Nuclear Density Testing 5 tests	5 tests	\$ 20.00	\$ 100.00
3500	Dynamic Cone Penetrometer (DCP) 5 tests on aggregate base 5 tests on reclaimed material	10 tests	\$ 50.00	\$ 500.00
CMT01	Sample Pick Up 2 trips at 1.50 hours each	3.00 hours	\$ 75.00	\$ 225.00
2130	Trip Charge	11 trips	\$ 30.00	\$ 330.00
<i>Laboratory Testing</i>				
3025	Sieve Analysis through no. 200 Sieve 2 tests on aggregate base 2 tests on reclaimed material 2 tests on stabilizing aggregate	6 tests	\$ 150.00	\$ 900.00
3260	Standard Proctor 2 tests	2 tests	\$ 150.00	\$ 300.00
3250	Water/Moisture Content of Soils	6 tests	\$ 15.00	\$ 90.00
3253	Topsoil Borrow	1 tests	\$ 300.00	\$ 300.00
Subtotal				\$ 4,955.00
Asphalt Pavements				
<i>Field Testing</i>				
CMT01	Sample Pick Up 24 trips at 1.50 hours each	36.00 hours	\$ 75.00	\$ 2,700.00
2130	Trip Charge	24 trips	\$ 30.00	\$ 720.00
<i>Laboratory Testing</i>				
4080	Core Thickness and Density Testing	48 tests	\$ 55.00	\$ 2,640.00
4090	MnDOT Gyratory Mix Properties	12 tests	\$ 600.00	\$ 7,200.00
Subtotal				\$ 13,260.00

**Carmen Avenue & Claude Way
City Project 2022-09I**

Concrete				
<i>Field Testing</i>				
CMT02	Testing of Concrete <i>10 pours at 2.00 hours each</i>	20.00 hours	\$ 95.00	\$ 1,900.00
CMT01	Sample Pickup <i>6 trips at 1.50 hours each</i>	9.00 hours	\$ 75.00	\$ 675.00
2130	Trip Charge	16 trips	\$ 30.00	\$ 480.00
<i>Laboratory Testing</i>				
2040	Concrete Curing and Compressive Strength Testing <i>10 sets at 5 cylinders each</i>	50 cylinders	\$ 30.00	\$ 1,500.00
Subtotal				\$ 4,555.00
Project Supervision, Review and Management				
CMT80	Project Engineer/Manager	5.00 hours	\$ 150.00	\$ 750.00
CMT70	Project Assistant	18.00 hours	\$ 105.00	\$ 1,890.00
CMT90	Project Administrator	2.00 hours	\$ 85.00	\$ 170.00
Subtotal				\$ 2,810.00

Inspection and Testing Project Summary

Aggregate and Soils	\$ 4,955.00
Asphalt Pavements	\$ 13,260.00
Concrete	\$ 4,555.00
Project Supervision, Review and Management	\$ 2,810.00
Estimated Total	\$ 25,580.00



Construction Materials Testing Estimate of Costs

City of Inver Grove Heights
Cheney Trail & Coffman Path
City Project 2022-09J
April 3, 2023

CMT Unit	Service Description	Estimated Units	Hourly or Unit Cost	Total Unit Cost
Aggregate and Soils				
<i>Field Testing</i>				
CMT01	Sample Pick Up 1 trips at 1.50 hours each	1.50 hours	\$ 75.00	\$ 112.50
2130	Trip Charge	1 trips	\$ 30.00	\$ 30.00
<i>Laboratory Testing</i>				
3025	Sieve Analysis through no. 200 Sieve 2 tests on aggregate base	2 tests	\$ 150.00	\$ 300.00
3250	Water/Moisture Content of Soils	1 tests	\$ 15.00	\$ 15.00
Subtotal				\$ 457.50
Asphalt Pavements				
<i>Field Testing</i>				
CMT01	Sample Pick Up 6 trips at 1.50 hours each	9.00 hours	\$ 75.00	\$ 675.00
2130	Trip Charge	6 trips	\$ 30.00	\$ 180.00
<i>Laboratory Testing</i>				
4080	Core Thickness and Density Testing	8 tests	\$ 55.00	\$ 440.00
4090	MnDOT Gyratory Mix Properties	3 tests	\$ 600.00	\$ 1,800.00
Subtotal				\$ 3,095.00
Concrete				
<i>Field Testing</i>				
CMT02	Testing of Concrete 2 pours at 2.00 hours each	4.00 hours	\$ 95.00	\$ 380.00
CMT01	Sample Pickup 2 trips at 1.50 hours each	3.00 hours	\$ 75.00	\$ 225.00
2130	Trip Charge	4 trips	\$ 30.00	\$ 120.00
<i>Laboratory Testing</i>				
2040	Concrete Curing and Compressive Strength Testing 2 sets at 5 cylinders each	10 cylinders	\$ 30.00	\$ 300.00
Subtotal				\$ 1,025.00

**Cheney Trail & Coffman Path
City Project 2022-09J**

Project Supervision, Review and Management				
CMT80	Project Engineer/Manager	2.00 hours	\$ 150.00	\$ 300.00
CMT70	Project Assistant	5.00 hours	\$ 105.00	\$ 525.00
CMT90	Project Administrator	2.00 hours	\$ 85.00	\$ 170.00
Subtotal				\$ 995.00

Inspection and Testing Project Summary

Aggregate and Soils	\$ 457.50
Asphalt Pavements	\$ 3,095.00
Concrete	\$ 1,025.00
Project Supervision, Review and Management	\$ 995.00
Estimated Total	\$ 5,572.50



Construction Materials Testing Estimate of Costs

City of Inver Grove Heights

Bolland Trail & 62nd Street

City Project 2022-09L

April 3, 2023

CMT Unit	Service Description	Estimated Units	Hourly or Unit Cost	Total Unit Cost
Aggregate and Soils				
<i>Field Testing</i>				
CMT03	Test Roll Observations <i>1 trips at 3.00 hours each</i>	3.00 hours	\$ 105.00	\$ 315.00
CMT02	Compaction Testing of Fill and Backfill <i>3 trips at 2.00 hours each</i>	6.00 hours	\$ 95.00	\$ 570.00
3510	Nuclear Density Testing <i>6 tests</i>	6 tests	\$ 20.00	\$ 120.00
3500	Dynamic Cone Penetrometer (DCP) <i>2 tests on aggregate base</i>	2 tests	\$ 50.00	\$ 100.00
CMT01	Sample Pick Up <i>1 trips at 1.50 hours each</i>	1.50 hours	\$ 75.00	\$ 112.50
2130	Trip Charge	5 trips	\$ 30.00	\$ 150.00
<i>Laboratory Testing</i>				
3025	Sieve Analysis through no. 200 Sieve <i>1 tests on aggregate base</i> <i>1 tests on select granular material</i>	2 tests	\$ 150.00	\$ 300.00
3260	Standard Proctor <i>3 tests</i>	3 tests	\$ 150.00	\$ 450.00
3250	Water/Moisture Content of Soils	1 tests	\$ 15.00	\$ 15.00
3253	Topsoil Borrow	1 tests	\$ 300.00	\$ 300.00
Subtotal				\$ 2,432.50
Asphalt Pavements				
<i>Field Testing</i>				
CMT01	Sample Pick Up <i>6 trips at 1.50 hours each</i>	9.00 hours	\$ 75.00	\$ 675.00
2130	Trip Charge	6 trips	\$ 30.00	\$ 180.00
<i>Laboratory Testing</i>				
4080	Core Thickness and Density Testing	10 tests	\$ 55.00	\$ 550.00
4090	MnDOT Gyratory Mix Properties	3 tests	\$ 600.00	\$ 1,800.00
Subtotal				\$ 3,205.00

**Bolland Trail & 62nd Street
City Project 2022-09L**

Concrete				
<i>Field Testing</i>				
CMT02	Testing of Concrete <i>5 pours at 2.00 hours each</i>	10.00 hours	\$ 95.00	\$ 950.00
CMT01	Sample Pickup <i>3 trips at 1.50 hours each</i>	4.50 hours	\$ 75.00	\$ 337.50
2130	Trip Charge	8 trips	\$ 30.00	\$ 240.00
<i>Laboratory Testing</i>				
2040	Concrete Curing and Compressive Strength Testing <i>5 sets at 5 cylinders each</i>	25 cylinders	\$ 30.00	\$ 750.00
Subtotal				\$ 2,277.50
Project Supervision, Review and Management				
CMT80	Project Engineer/Manager	2.00 hours	\$ 150.00	\$ 300.00
CMT70	Project Assistant	7.00 hours	\$ 105.00	\$ 735.00
CMT90	Project Administrator	2.00 hours	\$ 85.00	\$ 170.00
Subtotal				\$ 1,205.00

Inspection and Testing Project Summary

Aggregate and Soils	\$ 2,432.50
Asphalt Pavements	\$ 3,205.00
Concrete	\$ 2,277.50
Project Supervision, Review and Management	\$ 1,205.00
Estimated Total	\$ 9,120.00

**EXHIBIT A
GENERAL CONTRACT PROVISIONS**

ARTICLE 1 – PERFORMANCE OF THE WORK

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays outside of Consultant's control increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONSTRUCTION OBSERVATION

If requested by Client, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

Consultant neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an Additional Service. Consultant and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

ARTICLE 5 – OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs, collectively referred to as "Cost Estimates," provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the

Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that the proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of Cost Estimates and Client expressly waives any claims related to the accuracy of opinions of Cost Estimates. If Client wishes greater assurance as to Cost Estimates, Client shall employ an independent cost estimator as part of its Project responsibilities.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaption of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – SUBMITTALS AND PAY APPLICATIONS

If the Scope of Work includes the Consultant reviewing and certifying the amounts due the Contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Documents issued by the Consultant. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor shall remain exclusively responsible for its Work.

If the Scope of Work includes Consultant's review and approval of submittals from the Contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

ARTICLE 9 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, arranger, storer, transporter, or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

The Client agrees to indemnify Consultant and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Consultant's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Consultant's services to be provided under this Agreement.

ARTICLE 10 – INSURANCE

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

ARTICLE 11 – TERMINATION OR SUSPENSION

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data

files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 12 – INDEMNIFICATION

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 13 – WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 14 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

ARTICLE 15 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 16 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 17 – CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 18 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 19 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the State of Minnesota.

ARTICLE 20 – LOCATION OF UNDERGROUND IMPROVEMENTS

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

ARTICLE 21 – LIEN NOTICE

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

April 13, 2023

Mr. Steve Dodge, P.E.
Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: 2023 PMI Projects – Construction Staking & As-Built Survey
City Project Numbers 2022-09I, 2022-09J, & 2022-09L
Professional Services Proposal

Dear Mr. Dodge:

Thank you for the opportunity to submit this proposal to complete construction staking and as-built survey services for the 2023 Pavement Management Initiative Projects – City Projects 2022-09I, 2022-09J, and 2022-09L. These projects will address aging street infrastructure and provide new improvements in select locations. Our familiarity with these projects through the final design phase provides a strong understanding of the project scope, schedule, and staking needs.

We propose to perform the fieldwork with survey staff in our Burnsville office. All work would be managed and supervised by a licensed land surveyor. Bolton & Menk, Inc. puts a high priority on ensuring our company's efforts are consistent with our client's needs. Please review the following proposal and reach out if it does not meet your expectations.

For staking requests, trips will be maximized by allowing our crew chief to stake more than one improvement, such as storm and sanitary, curb and ped ramps, curb and sidewalk, etc. Our survey crews will also be able to maximize trips as we are currently under contract with the City to perform construction staking on the nearby Dawn Way Area Street Rehabilitation project.

Construction Staking

Our survey team will set or re-establish necessary control points within the project area for use during construction. It is assumed that control already exists on site for Carmen & Claude and Bolland & 62nd but that it does not exist for Cheney & Coffman. Construction staking requests are accommodated during the construction season within 48 hours of the request. For this project, we anticipate the following items requiring construction stakes:

- Storm Sewer Structures and Pipe
- Sanitary Sewer Structures and Pipe
- Commercial Driveway Radii
- Curb and Gutter
- Pedestrian Ramps, Bus Stop Pads, and Sidewalk
- Roadway Centerline

Name: Steve Dodge

Date: April 13

Page: 2

As-Built Survey

Upon completion of the project, our survey team will complete an as-built survey to be delivered to City staff. Per discussions with City staff, GPS grade accuracy is acceptable for as-built survey shots and City staff will complete their own measure downs to establish invert elevations. Work under this task will include survey shots on all:

- Valves
- Manholes
- Catch Basins
- Hydrants

Proposed Fee

In accordance with the City of Inver Grove Heights' project requirements, Bolton & Menk proposes to complete the scope of work as described above for a not-to-exceed hourly fee of **\$30,000**. Generally, the fee estimate can be broken down into the tasks as follows:

• CP No. 2022-09I (108 Hours Assumed)	\$18,850
• CP No. 2022-09J (31 Hours Assumed)	\$5,350
• <u>CP No. 2022-09L (34 Hours Assumed)</u>	<u>\$5,800</u>
TOTAL:	\$30,000

Thank you for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Inver Grove Heights. We look forward to working with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to call us.

Sincerely,

Bolton & Menk, Inc.



Eric Seaburg, P.E.
Principal Engineer



Jason Malecha, P.E.
Project Engineer

City Representative
City of Inver Grove Heights

Request for Council Action

SUBJECT: Approve Contracts for Professional Engineering Services Consulting Pool

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to approve contracts with firms selected for the City's Professional Engineering Services Consulting Pool.

BACKGROUND

In 2011, the City implemented a technical services pool comprised of consultants from a number of specialized service areas to be renewed every four years. In 2015, the City implemented a technical services pool specifically for addressing storm water complexities in the Northwest Area, with no associated renewal timeframe. The intent of the 2023 Professional Engineering Services consulting pool is to supersede all prior pools and implement a recurring five-year renewal period to ensure coverage of city needs, cost competitiveness, service quality, and responsiveness to public and city priorities. The City Council approved posting of the Request for Proposals (RFP) for the 2023 Professional Engineering Services consulting pool at the January 9, 2023 City Council meeting.

Major service areas identified in the RFP include:

- Municipal Engineering
- Transportation Engineering
- Parks and Recreation
- Surface Water and Natural Resources

Technical Specialty Areas identified in the RFP include:

- Geotechnical Services
- Municipal Utilities
- Land Surveying
- Structural
- Architectural Services
- Communications & Electrical/Mechanical
- Public Works/GIS
- Relocation/Benefit Analysis

A total of 36 proposals were received. A panel of staff, including the Parks & Recreation Director, Public Works Director, City Engineer, and GIS Specialist, reviewed the proposals on a qualification basis, evaluating each firm in the areas of experience, cost, technical compatibility, past client

references, and other performance factors.

The attached Exhibit A lists all selected firms for this Professional Engineering Services consulting pool.

FISCAL IMPACT

There is no immediate fiscal impact from the establishment of the Professional Engineering Services consulting pool. When specific work is assigned to a firm within the pool, funding for that work will come from the associated project budgets or development escrows.

RECOMMENDATION

Staff recommends approval of contracts with each of the 18 Professional/Technical consulting firms selected as listed in Exhibit A.

ATTACHMENTS

1. Resolution Awarding Contract to Professional Services Consulting Firms
2. Exhibit A - Selected Firms for Professional Services Consulting Pool

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

**RESOLUTION ESTABLISHING PROFESSIONAL ENGINEERING SERVICES
CONSULTING POOL FOR CITY FISCAL YEARS 2023-2027**

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights requires assistance on a recurring basis from various types of consulting businesses that provide professional technical consulting services; and

WHEREAS, the City solicited a Request for Proposal (RFP) statement from technical consulting firms comprising four major service areas and nine technical specialty areas; and

WHEREAS, 36 consulting firms submitted proposals identifying interest in providing service in specific major and/or technical areas; and

WHEREAS, consulting firms were evaluated and scored based on submitted RFPs meeting the requirements of the City's RFP with the selected firms listed in Exhibit A.

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

1. Any prior Master Service Agreement or Contract used for the selection of consultants from a technical service pool by the City is hereby superseded by the updated Master Service Agreement, effective for all new contracts and/or agreements initiated upon its execution.
2. All contracts for work initiated under prior contracts or agreements will remain in force until completion or termination under those original terms as negotiated.
3. The firms listed in Exhibit A are approved for inclusion in the technical services consultant pool for City Fiscal Year 2023 - 2027.
4. The Mayor and City Clerk are authorized to enter into professional services agreements with the listed firms.

Adopted by the City Council of the City of Inver Grove Heights this 24th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

**EXHIBIT A
SELECTED FIRMS FOR PROFESSIONAL SERVICES CONSULTING POOL**

General Service Areas

Municipal Engineering

- Bolton & Menk
- Kimley Horn
- SEH
- WSB

Transportation Engineering

- Alliant
- Bolton & Menk
- Kimley Horn
- SRF

Parks and Recreation

- HKGi
- SRF
- Stantec
- WSB

Surface Water and Natural Resources

- Barr
- EOR
- Kimley Horn
- SRF
- WSB

Specialty Service Areas

Geotechnical Services

- AET
- Braun Intertec
- WSB

Municipal Utilities

- AE2S
- Bolton & Menk
- Stantec
- WSB

Land Surveying

- Alliant
- Bolton & Menk
- Sunde
- WSB

Structural

- Kimley Horn
- SEH
- TKDA

Specialty Service Areas (Cont.)

Architectural Services

- Alliance
- HKGi
- SEH
- TKDA

**Communications &
Electrical/Mechanical**

- SEH

Public Works/GIS

- Bolton & Menk
- SRF
- Stantec
- WSB

Relocation/Benefit Analysis

- Evergreen Land Services
- Patchin Messner



Request for Council Action

SUBJECT: Renewal of Advertising Bench Permits

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to approve the two-year renewal of 20 advertising bench permits in the City of Inver Grove Heights.

BACKGROUND

Per Title 10, Section 15i of the City Code, Advertising Bench permits are to be renewed every two years. The purpose of the permit is to regulate the placement and maintenance of advertising benches in public rights of way in order to control location, appearance, proliferation and traffic safety.

Currently, there are 20 advertising benches in the City. The benches are owned by National Courtesy Bench and United States Bench Corporation. Staff inspected the bench locations; which are all in the right-of-way and along bus routes operated by the regional public transit authority. All benches and their locations comply with the required bench criteria, including being neat, clean, and in a usable condition.

City Code requires the party requesting the advertising bench permits to enter into an indemnification agreement with the City, indemnifying and holding the City harmless from any and all claims arising out of the existence, use, maintenance, or placement of the advertising bench, or the contents of the advertisement or other writing or depiction on the advertising bench. This agreement must be signed by the individual companies for the permits to be effective.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the 2023-2024 bus bench permits.

ATTACHMENTS

1. Locations and Bus Route
2. Advertising Bench Agreement

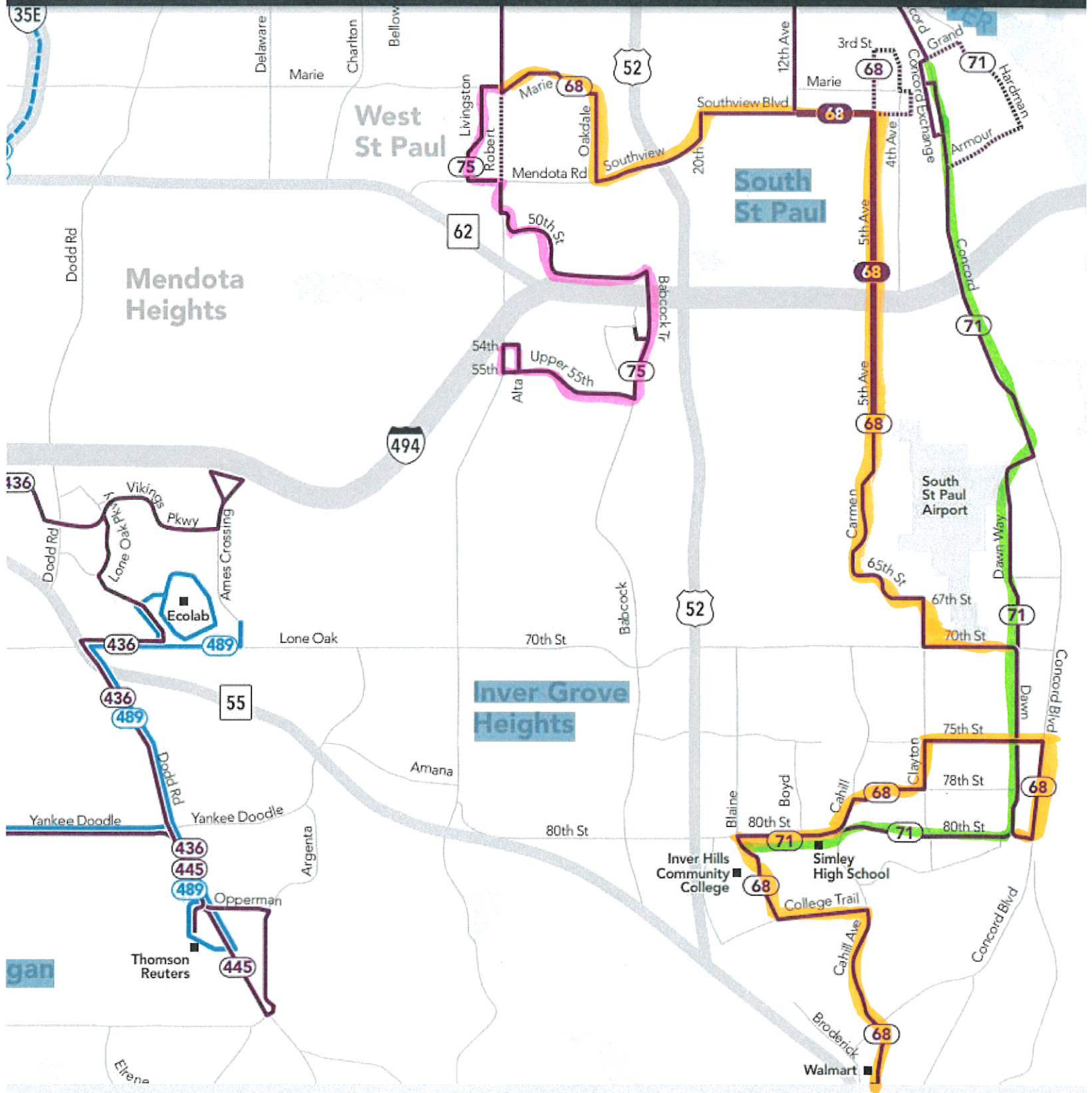
USB-Locations for License Renewal

City	Corner	Location
Inver Grove Hgts	SE	54th St E @ S Robert Trail
Inver Grove Hgts	SE	Blaine Ave @ 80th St E
Inver Grove Hgts	SE	Clayton Ave @ 75th St E
Inver Grove Hgts	SW	Mendota Rd @ S Robert Trail
Inver Grove Hgts	NE	Upper 55th St E @ S Robert Trail
Inver Grove Hgts	NE	Cahill Ave @ 80th St E
Inver Grove Hgts	SE	Carmen Ave @ 65th St E
Inver Grove Hgts	SW	Carmen Ave @ 65th St E
Inver Grove Hgts	NW	Cenex Dr @ Upper 55th St E
Inver Grove Hgts	SE	Cahill Ave @ Cheney Trail

NCB-Locations for License Renewal

Inver Grove Hgts	SW	College Trail @ Cahill Ave
Inver Grove Hgts	NW	Babcock Trail @ 55th St
Inver Grove Hgts	E side	50th St E @ S Robert Trail
Inver Grove Hgts	NW	80th St E @ Cahill Ave
Inver Grove Hgts	SE	Cahill Ave @ 78th St E
Inver Grove Hgts	SE	80th St E @ Boyd Ave
Inver Grove Hgts	SW	80th St E @ Cleadis Ave
Inver Grove Hgts	NW	Clayton Ave @ 78th St E
Inver Grove Hgts	NE	78th St E @ Cahill Ave

Inver Grove Hgts | SE | Mendota Rd E @ Babcock Trl



ADVERTISING BENCH AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between _____ (“Permittee”) and the City of Inver Grove Heights, Minnesota (“City”), a municipal corporation.

WITNESSETH THAT:

WHEREAS, Permittee has applied to the City Council for permit(s) to place Advertising Benches within the City (“Permit(s)”);

WHEREAS, Permittee seeks to install Advertising Benches in various locations within the City [“Advertising Benches”];

WHEREAS, the locations for the Advertising Benches are set forth in the Permit(s) filed with the City;

WHEREAS, the City and Permittee execute this Agreement to clarify the liability, indemnity and other issues that may arise from the placement, use, or maintenance of the Advertising Benches in the City;

WHEREAS, the Permittee and the City also wish to reflect their understandings in this Agreement as to the location, construction, maintenance, and repair of the Advertising Benches;

NOW, WHEREFORE, in consideration of the mutual covenants set forth below, the parties hereto agree to the following terms and conditions:

1. Responsibilities of the Permittee.

a. Permit Requirement. Permittee shall obtain and maintain a valid Permit or Permits from the City for the Advertising Benches. Permittee shall follow all rules, regulations and requirements of the permit process.

b. Locations for Advertising Benches. Permittee shall be responsible for selecting the locations for the Advertising Benches and associated signage. Prior to locating any new Advertising Bench in the City, Permittee shall make a determination that each Advertising Bench is in compliance with the location standards set forth by the City. Permittee shall be solely responsible for any liability arising out of or as a result of the location of the Advertising Benches.

c. Content of the Advertising. Permittee shall be solely responsible for the content of the advertisements adorning the Advertising Benches, including all writing and depictions thereon, whether or not created by Permittee. Notwithstanding, the City reserves the right to refuse to issue Permit(s) based upon content that is found, under objective standards, to be offensive, obscene, or pornographic in nature.

d. Erection and Maintenance of Advertising Benches. The Permittee shall be solely responsible for constructing, installing, maintaining, repairing, relocating and positioning the Advertising Benches it placed within the City. In addition, the Permittee shall be solely responsible for the removal of all snow, ice and other debris located on or about the Advertising Benches and in the area surrounding the Advertising Benches.

2. Liability and Indemnification.

a. Liabilities and Indemnification. Permittee covenants and agrees that the City shall not be responsible or liable to the Permittee or any other person or persons for any claims, damages, actions or causes of action of any kind or character arising out of the use, construction, installation, location, placement, maintenance, repair, upkeep, content or other matter related to the Advertising Benches which are the subject of this Agreement. Permittee further covenants and agrees to defend at its sole cost and expense, and indemnify and hold harmless the City from any action, lawsuit or proceeding commenced for the purpose of asserting any claim of whatever nature arising out of or in connection to the use, construction, installation, location, placement, maintenance, repair, contents of or other matter related to the Advertising Benches which are the subject of this Agreement.

b. Application of Minnesota Statutes Chapter 466. Notwithstanding Section 2(a) of this Agreement, the parties agree that nothing herein shall abrogate or waive the City's rights to the liability limits set forth in Minnesota Statutes Chapter 466. Under no circumstance shall the City be required to pay, on behalf of itself or other parties, any amounts in excess of the limits established in Minnesota Statutes Chapter 466. In addition, the limits of liability for some or all parties may not be added together to increase the maximum statutory liability limits for the City.

3. Term and Termination of Agreement.

a. Term. The Term of this Agreement shall run from the date of this Agreement through the Date of Termination as set forth in Paragraph 3(b) below.

b. Date of Termination. Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. In addition, the City may terminate this Agreement immediately and without notice upon the occurrence of any of the following events:

- (1) Permittee fails to obtain Permit(s) from the City allowing it to construct, maintain, and/or place Advertising Benches in the City;
- (2) Permittee fails to renew its Permit(s) from the City allowing it to construct, maintain, and/or place Advertising Benches in the City;
- (3) Permittee is found in violation of any of the provisions of the Inver Grove Heights City Code related to Advertising Benches and/or their location, placement, maintenance, and construction;
- (4) Expiration of the Permit(s);

- (5) Permittee fails to comply with all conditions and requirements of the Permit(s) or the Inver Grove Heights City Code related to Advertising Benches;
- (6) City denies Permittee Permit(s), or revokes or refuses to renew Permittee's Permit(s) allowing it to construct, maintain or place Advertising Benches in the City;
- (7) Permittee or the City removes all the Advertising Benches from the City; or
- (8) Permittee abandons or fails to properly maintain any of the Advertising Benches it constructed, located, or placed in the City, as required.

In the event of termination of this Agreement, Permittee must immediately remove all Advertising Benches placed pursuant to this Agreement. Such Advertising Benches shall be removed on or before the termination date of this Agreement. After removal of the Advertising Benches, Permittee shall repair and return the locations of the Advertising Benches to their original condition.

Termination of this Agreement shall not negate the rights of the City pursuant to Section 2 of this Agreement, which shall continue to apply to any suit, claim, action or cause of action arising out of or in relation to the Advertising Benches which are the subject of this Agreement, even if the suit, claim, action or cause of action was brought or commences, or if the events giving rise to the suit, claim, action or cause of action occurred after the termination of this Agreement.

4. **Final and Complete Agreement.** This Agreement represents the complete and final agreement of the Permittee and City, and may not be modified or amended except in writing and duly executed by both parties. This Agreement supercedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements that in any way change the terms, covenants, and conditions herein set forth.

5. **Headings.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

6. **Binding Effect.** All covenants, agreements and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. **Severability.** If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other of the terms and conditions hereof, and the terms and conditions hereof shall thereafter be construed as if such invalid, illegal or unenforceable terms or conditions had never been contained herein.

8. **Compliance with Local, State and Federal Laws, Rules and Regulations.** Both parties covenant and agree to comply with all local, state and federal laws, rules and regulations related in any way to this Agreement or the Advertising Benches which are the subject of this Agreement.

IN WITNESS WHEREOF, the Permittee and the City have executed this Agreement on the day and year above-written.

CITY OF INVER GROVE HEIGHTS

By _____

Its _____

Attest: _____

Its: _____

PERMITTEE

By _____

Its _____



Request for Council Action

SUBJECT: **Contract with Eliie Mental Health**

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to approve an updated contract with Ellie Mental Health for annual wellness check-ins, critical incident response and peer support development for the IGH Police Department.

BACKGROUND

Police officers make our communities stronger and safer every day. In doing so, they see daily conflicts, incidents, accidents, and violence. This stress and pressure add up. Trauma can begin to impact the health and lives of law enforcement officers. However, this trauma and its effects are highly treatable.

According to studies by the PEW Trust, police officers have a 69 percent higher risk of suicide than the average worker, and investigators an 82 percent higher risk. Civilians working in a police environment have a higher risk of suicide as well.

To help mitigate the effects of stress, we need to focus on employee wellness and we are able to do this through work with a reputable mental health provider who provides annual wellness check-ins for officers, support following critical incidents and assistance in developing peer support programs.

FISCAL IMPACT

The contract establishes an hourly rate for services, so the final cost will depend on the amount of services used. The Police Department's adopted 2023 budget includes \$11,000 for this purpose.

RECOMMENDATION

Staff recommends approval of the attached contract.

ATTACHMENTS

1. 2023 Contract with Ellie Mental Health



SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made and entered into by Ellie Mental Health, PLLP, a Minnesota professional limited liability partnership (“Clinic”), and City of Inver Grove Heights, a Minnesota municipal corporation (“Client”), and is effective as of _____, 2023 (the “Effective Date”).

RECITALS

- A. Clinic provides social work, marriage and family therapy, and physician services as authorized by Minnesota law.
- B. Client desires to engage Clinic to provide certain services and Clinic agrees to provide those services as described herein.

In consideration of the mutual promises and undertakings hereinafter contained, and other good and valuable consideration, Clinic and Client agree as follows:

AGREEMENT

1. **Scope of Services.** Clinic agrees to provide the following services (“Services”) for Client’s employees who work in its police department:

- Annual wellness check-ins;
- Critical incident response; &
- Peer support team development and clinical leadership.

The location and scheduling of Services, including other specifications, are described in Exhibit 1 attached hereto and incorporated herein.

2. **Change Orders.** The parties may change the scope of the Services only by a written amendment executed by an authorized representative of each party. If Clinic performs work at the request of Client that is not specified herein, the work will be considered Services provided under this Agreement, and Client will pay Clinic for such Services at Clinic’s then-current time and materials rates.
3. **General Performance Standards.** Clinic shall furnish, at Clinic’s sole expense, the equipment, supplies, and other materials required or used by Clinic to perform the Services. Clinic perform Services in compliance with all applicable state, federal, or local laws, rules, regulations and ordinances applicable to the Services. Clinic will provide any deliverables described in Exhibit 1.

- 4. Compensation.** Client agrees to pay Clinic compensation for the performance of the Services at the rate of \$120 per hour for therapy services and \$125 per hour for peer support team services, including any fees and costs included in Exhibit 1.

- A. Invoice Requirements.* Unless otherwise specified in Exhibit 1, Clinic shall submit itemized invoices to Client on a monthly basis for Services provided to Client during the previous month. The invoices will contain only the minimum necessary information about the patients (i.e. first name/first letter of last name and date(s) of service) in order for Client to validate that the individuals are Client employees who received Services.
- B. Payment.* Client shall pay Clinic undisputed invoiced amounts within thirty (30) calendar days after receipt. If Client in good faith disputes any amount set forth in an invoice, the parties agree to work together in good faith to resolve the dispute in a prompt and expeditious manner. Past due invoices shall bear interest at an annual rate of twelve percent (12%). Upon termination of this Agreement for any reason, Client shall pay the Clinic for any Services performed prior to termination.

5. Insurance and Indemnification

Any and all claims that arise or may arise against the Clinic, its agents, servants or employees as a consequence of any act or omission on the part of the Clinic or its agents, servants or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the Client. The Clinic agrees it will defend, indemnify and hold harmless the Client, and its officers and employees against any and all liability, loss, costs, damages, consequential damages, expenses, claims or action including attorney fees which the Client or its officers or employees may hereafter sustain, incur, or be required to pay arising out of the act of the Clinic or its officers, employees, contractors, or agents' acts, omission, performance or failure to adequately perform its obligations pursuant to this contract.

It is understood and agreed that the Client's liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law.

The Clinic further agrees that in order to protect itself as well as the Client under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:

- A.* Commercial General Liability Insurance Policy with minimum limits of \$1,500,000 combined single limit (CSL), with coverage pertaining to premises operations. In the event Combined Single Limits Coverage is not secured by the contractor, the following minimum limits apply:
- \$3,000,000 Aggregate
 - \$3,000,000 Products and Completed Operations Aggregate
 - \$1,500,000 Personal Injury and Advertising Injury
 - \$1,500,000 Each Occurrence

\$ 100,000 Fire Damage Limit

\$ 5,000 Medical Expense

The policy should be written on an "occurrence" basis and not a "claims-made" basis.

- B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.
- C. Professional Liability Insurance in the minimum amount of \$1,500,000 combined single limit (CSL). In the event Combined Single Limits Coverage is not secured by the Contractor, the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$1,500,000 per Wrongful Act or Occurrence
- D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.
- E. Worker's Compensation Insurance as required by law.
- F. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the Client with an original Certificate of Insurance listing the Client as an "Additional Insured" in all coverage areas except Worker's Compensation and Professional Liability.

6. Independent Contractor. Clinic is, and at all times during the term of this Agreement shall remain, an independent contractor and not an employee, partner of, or joint venturer with Client. Neither party has the authority to bind the other to any third party. The parties expressly agree that this Agreement is exclusively a contract for services.

7. Clinic's Representations and Warranties. Clinic represents, warrants, and agrees:

- A. Clinic is and shall at all times during the Term of this Contract remain duly licensed and in good standing to provide Services in the State of Minnesota and that said license(s) are not suspended, revoked or restricted in any manner.
- B. Clinic is not currently under investigation for, nor has been convicted of, any offense related to the delivery of a health care item or service under any state or federal or private health care benefit program;
- C. Clinic has not been required to pay any civil monetary penalty regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state, federal, or private health care benefit program;

- D. Clinic has not been excluded from participation in any state, federal or private health care benefit program;
 - E. Clinic will provide Services in a professional and workmanlike manner at least consistent with the accepted professional standards applicable to the Services, all applicable federal and state statutes, regulations, rules and standards, and the requirements of other relevant state and national regulatory bodies as may be in effect from time to time; and
 - F. Clinic possesses 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.
- 8. Client's Representations and Warranties.** Client shall cooperate with Clinic in all matters relating to the Services and provide access to Client's premises and such office accommodation and other facilities as may reasonably be requested by Clinic, for the purpose of performing the Services. Client shall provide complete and accurate materials or information as Clinic may reasonably request to carry out the Services.
- 9. Non-Exclusive.** The relationship between Clinic and Client shall be non-exclusive and both parties shall have the right to enter into similar arrangements with any other party.

10. Confidential Information.

- A. **Government Data/Privacy.** Clinic 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. Clinic understands that all of the data created, collected, received, stored, used, maintained or disseminated by Clinic in performing those functions that the Client would perform is subject to the requirements of Chapter 13, and Clinic must comply with those requirements as if it were a government entity. This does not create a duty on the part of Clinic to provide the public with access to public data if the public data is available from the Client, except as required by the terms of this Agreement.
- B. **Confidential Information.** Client acknowledges that Client may receive confidential information and trade secrets concerning Clinic and its business and professional activities ("Confidential Information") throughout the term of this Agreement. Except as may be required for purposes of this Agreement, Client shall not use for Client's own benefit or disclose to any third party such Confidential Information without Clinic's prior consent, unless such disclosure is required by law. To the extent permitted by the Client's records retention policy, in the event that this Agreement is terminated for any reason whatsoever, Client shall immediately return or destroy, as determined by Clinic, all Confidential Information of Clinic and any analyses generated therefrom then in its possession and shall destroy any electronic databases, or delete the appropriate portion thereof, that contain such information. This Section shall survive the expiration or termination of this Agreement.

Patient Information. All individual patient medical records and information are and will remain under the ownership and control of Clinic, and will be held in strictest confidence in accordance with applicable law, including but not limited to the Minnesota Health Records Act and the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and its implementing regulations, as may be modified or amended from time to time (“HIPAA”). The parties acknowledge that the Services provided under this Agreement are not anticipated to meet the criteria for business associate services. If necessary, the parties agree to execute a mutually acceptable business associate agreement.

C. *Ownership of Proprietary Materials.* Each party is and shall remain the owner of all right, title, and interest in and to such party’s proprietary materials, and all copies thereof, and in and to all of the related trade secrets, copyrights, patents and all other proprietary rights. Neither party shall obtain any right or license in and to the other party’s proprietary materials.

11. Force Majeure. The obligations of a party under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term “force majeure” means any unforeseeable cause not reasonably within the control of the party claiming suspension, which may include an act of God; industrial disturbance; any mass viral, bacterial, or other microbial or biologic outbreak, including an epidemic or pandemic; war; riot; invasion; acts of a foreign enemy; terrorist action; weather-related disaster; earthquake; and governmental action. A party claiming suspension under this Section shall use its best efforts to resume performance as soon as feasible in accordance with its business continuity/disaster recovery plan. In the case of extended force majeure event of sixty (60) calendar days or more, either party may terminate as provided for in this Agreement.

12. Term and Termination. The term of this Agreement shall be for a period of one year from the Effective Date of this Agreement, and shall be automatically renewed for successive terms of one (1) year each unless this Agreement is otherwise terminated. Either party may terminate this Agreement without cause upon thirty (30) days written notice provided to the other party. Either party may terminate this Agreement for cause, which is defined as a material breach of this Agreement that has not been cured within five (5) days after notice of the breach by the non-breaching party specifying the nature of the breach; provided that Clinic may suspend the Services immediately at any time following a material breach by Client. The provisions of this Agreement which by their nature shall survive the termination or expiration of this Agreement, shall so survive.

13. Limitation of Liability. With the exception of the warranties stated in Sections 5 and 7, the Services are provided as-is and Clinic makes no warranty of any kind, expressed or implied or otherwise whatsoever, that the services performed will be fit for any particular purpose or use. There is no guaranty of result.

14. Notices. Any notice or consent required or permitted under this Agreement must be in writing and is deemed given: (a) when personally delivered; (b) when delivered by reputable

courier service; or (c) three (3) calendar days after being sent by prepaid certified or registered United States mail, in each case, to the receiving party's applicable address listed below or to the address the receiving party last provided to the other party by written notice in accordance with this Section.

15. General Terms.

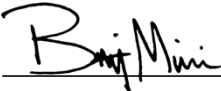
- A. This Agreement shall in no way constrain the exercise of Clinic's independent professional judgment in providing care to patients so long as such judgment is consistent with sound professional practice and the terms of this Agreement. The foregoing shall not limit the ability of Clinic to establish protocols, procedures, or standards for professional practice.
- B. This Agreement shall not be assignable by either party without the prior written consent of the other party. Notwithstanding the foregoing, either party may, upon written notice to the non-assigning party, assign this Agreement to a successor in interest to all or substantially all of its assets, whether by sale, merger, or otherwise. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the Parties' successors and lawful assigns.
- C. This Agreement constitutes the complete agreement between the parties with respect to the subject matter hereof, and it supersedes any and all prior or contemporaneous agreements, understandings, promises or representations, whether written or oral, between the parties or made by either party to the other, concerning the subject matter hereof.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any dispute which may arise between the parties concerning this Agreement will be determined by a court in Dakota County and the parties hereby submit to the exclusive jurisdiction of the Dakota County courts for such purpose.
- E. This Agreement may be amended or supplemented only by a writing executed by the parties. This Agreement shall be interpreted in accordance with the plain meaning of its terms and shall not be construed for or against any party because that party drafted or caused the party's legal representative to draft any of its provisions.
- F. Pursuant to Minn. Stat. §16C.05, subd. 5, the Clinic agrees that the Client, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Clinic and involve transactions relating to this Agreement. Clinic agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- G. Clinic shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the Client

and subject to such conditions and provisions as the Client may deem necessary. The Clinic shall be responsible for the performance of all Subcontractors. Any agreement between the Clinic and any subcontractor shall obligate the subcontractor to the general terms of this Contract.

- H. During the performance of this Agreement, the Contractor agrees to the following:
No person shall, on the grounds of race, color, religion, age, sex, sexual orientation disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to, discrimination under any and all applicable Federal and State laws against discrimination.
- I. In the event that any section, subsection, provision, or clause of this Agreement or any combination thereof is found to be unenforceable at law, those findings shall not in any way affect the remainder of this Agreement, which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by applicable law.
- J. Each individual signing this Agreement and any other writing requiring signature of a party (each, "Document") represents that he or she is duly authorized to sign and deliver the Document on behalf of the party for which he or she signs and that the Document is binding upon such party in accordance with its terms.
- K. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.
- L. Nothing in this Agreement shall constitute a waiver by the Client of any statute of limitations or exceptions on liability. If the Client fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below to be effective as of the Effective Date first set forth above.

Ellie Mental Health, PLLP

By: 

Date: February 27, 2023

Address: 1150 Montreal Avenue, Suite 107, St. Paul, MN 55116

Client

Signature

Printed Name

Address

E-Mail Address

Date: _____

EXHIBIT # 1: SERVICES

1. Wellness Check-Ins:

The opportunity to meet with a mental health professional to provide resources related to overall wellness. Wellness Check-ins are up to 50 minutes in length and are not therapeutic in nature. Additional resources and recommendations may be provided by the mental health professional to the recipient and they may choose to engage in further services at their leisure.

- Mandatory wellness check-ins are for approximately 51 sworn law enforcement officers and civilian staff.
- Wellness check-ins will take place October 1, 2023-November 31, 2023.
- Client will send roster to Ellie Mental Health Protector Overwatch Program Director prior to commencement of services
- Ellie Mental Health Protector Overwatch Program Director and/or an Ellie Protector Overwatch therapist will attend roll call as requested by the client.

2. Critical Incident Response

The World Health Organization defines a critical incident as an event out of the range of normal experience – one which is sudden and unexpected, involves the perception of a threat to life and can include elements of physical and emotional loss. Any sworn officer or ECC staff who believes they have experienced a critical incident and wants to receive services will have the opportunity for up to five sessions with an Ellie Mental Health provider who has experience working with law enforcement.

- Up to 45 sessions available between therapy services and critical incident response until December 31, 2023

3. Additional Therapy Sessions:

After an individual has completed their annual wellness check-in, they will have the opportunity to be connected with an Ellie Mental Health provider who has experience working with law enforcement for continued services.

- Up to 45 sessions available between therapy services and critical incident response until December 31, 2023

4. Peer Support Team Services

A mental health provider will be assigned to your department to provide the following services to your peer support team:

- Continuously assess the mental wellness of the peer support team members
- Available for consultation with peer support team members when needed
- Available to peer support team members for debriefing when needed
- Available for debriefing with peer support team members when needed
- Ability to provide customized peer support team training and education

5. Location and Scheduling

Wellness check-ins will take place at any of the Ellie Mental Health clinics.

- Wellness check-ins can be scheduled by completing the Protector Overwatch Wellness Check-in Form on the Ellie Mental Health website.
<https://elliementalhealth.com/protector-overwatch-form/>
- Sessions can also be scheduled by completing the wellness check-in by calling or texting (651) 319-1059.

6. Fees for Late Cancellation and Missed Appointments

- No Call, No show- Full rate
- Late cancellation within 24 hours- Full rate
- Late cancellation within 24 hours due to work related incident- No fee
- Cancellation outside of 24 hours- No fee



Request for Council Action

SUBJECT: **Memorandum of Understanding between Inver Hills Community College and the Inver Grove Heights Police Department**

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to approve the attached Memorandum of Understanding (MOU) between Inver Hills Community College and the Inver Grove Heights Police Department.

BACKGROUND

The City and the College have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant community. The Inver Grove Heights Police Department, the principal law enforcement agency in the City of Inver Grove Heights, Minnesota, exercises such authority and jurisdiction granted by the laws of the State of Minnesota.

The Minnesota Legislature recently passed legislation; Minn. Stat. § 135A.15, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 2, addressing campus sexual assault. Among other things, this law requires postsecondary institutions and local law enforcement agencies to enter into a Memorandum of Understanding that delineates responsibilities and requires certain information sharing, in accordance with applicable state and federal privacy laws, about certain crimes.

The attached Memorandum of Understanding has been developed to meet this statutory requirement.

FISCAL IMPACT

There is no fiscal impact on sharing information.

RECOMMENDATION

Staff recommends approval of the attached Memorandum of Understanding between the City of Inver Grove Heights and Inver Hills Community College to share information in compliance with applicable state and federal laws.

ATTACHMENTS

1. MOU with Inver Hills Community College

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective, February 13, 2023, by and between the State of Minnesota by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Inver Hills Community College (“College”) and the City of Inver Grove Heights (“City”). The City and the College may, from time to time herein, be collectively referred to as “the Parties.”

WHEREAS, the City and the College have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant community;

WHEREAS, the City has a department, the Inver Grove Heights Police Department (PD), that is the principal law enforcement agency in the City of Inver Grove Heights, Minnesota, that exercises such authority and jurisdiction granted by the laws of the State of Minnesota; and

WHEREAS, the Minnesota Legislature recently passed legislation, Minn. Stat. § 135A.15, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 2, addressing campus sexual assault that, among other things, requires postsecondary institutions and local law enforcement agencies to enter into a memorandum of understanding that delineates responsibilities and requires certain information sharing, in accordance with applicable state and federal privacy laws, about certain crimes.

WHEREAS, the recently passed legislation also requires that local law enforcement agencies cooperate with postsecondary institutions by entering into and honoring the memoranda of understanding required by the new legislation, Minn. Stat. §626.891, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 3.

WHEREAS, the College has an administrator that serves as the Title IX Coordinator and is responsible for investigating complaints of discrimination and sexual harassment, which includes sexual assault, domestic violence, dating violence and stalking;

WHEREAS, the City and the College agree that crime occurring on campus and in certain areas off campus is a serious problem that warrants the parties’ continued cooperation, collaboration, and communication, to the extent allowable under law, and further agree to assist crime victims and ensure appropriate prosecution of responsible persons when a crime affecting a College student or employee occurs in the City;

WHEREAS, in recognition of the College’s obligations under federal law and acknowledgment that the City may, but is not legally required to, provide information to the College, the purpose of this MOU is to acknowledge shared interests between the City and the College and to promote and maintain a continued, harmonious working relationship and cooperative effort between the parties. It is not intended to make one entity responsible or liable for the actions or omissions of any personnel from the other entity, and any such liability or responsibility is expressly denied by the parties; and

WHEREAS, the parties desire to further clarify how the parties may cooperate in the future in certain circumstances as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Sexual Assault and other forms of Sexual Violence. As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding incidents of sexual violence involving a College student-victim or student-suspect. For purposes of this MOU sexual violence means a continuum of conduct that includes sexual assault, sexual battery, dating and relationship violence, stalking, as well as aiding acts of sexual violence. Nothing in this MOU shall be construed as requiring PD to share information with the College if PD reasonably believes that doing so would jeopardize its criminal investigation.

a. The College and PD will communicate regularly during their respective investigations, to the extent permitted by law. The parties recognize the need to balance the interests of the criminal process and the College's obligations under state and federal law.

b. If necessary to prevent interference with its criminal investigation, PD will provide the College a report of sexual violence involving a College student-victim. PD will provide College with the victim's name and basic information about the incident upon the written consent of the victim(s). In some cases, the College may need to take immediate interim action to protect the victim(s) and keep the campus safe. However, upon PD's request, College will delay taking action to the extent reasonably possible to prevent interference with the criminal investigation. Upon such notice by PD, the College will limit information regarding the incident to only those administrative units with a need to know to protect the campus community. In such cases, PD will notify College when it has completed its initial investigation and notification to the parties by College will not interfere with the criminal investigation.

c. When College receives a report of sexual violence, it will inform the victim of its coordination with PD and will make the victim aware of the victim's right to make a criminal report, if the victim desires. If the victim requests, the College will coordinate and assist the victim in contacting PD.

d. The College will provide PD with Board Policy 1B.1, 1B.3, 1B.3.1, Sexual Violence Complaint Form and <https://www.inverhills.edu/help-center/sexual-violence-harassment/> regarding the College's administrative complaint process, protective measures, campus resources, and information provided to victims regarding preservation of evidence. PD agrees that its investigators will strive to provide this information to student-victims interviewed in cases involving sexual violence.

e. Upon request, the parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy.

2. Domestic Violence and Stalking. The College agrees to provide PD information (e.g., office name and contact information) about campus resources for victims of domestic violence and/or stalking. PD agrees that its investigators will strive to provide this information to student-victims as appropriate.

3. Collection of Crime Statistics. The College is required by federal law to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the College must request crime statistics from PD annually. PD agrees to cooperate with the College and undertake reasonable efforts to respond to the College's request for crime statistics.

4. Emergency Notification and Crime Alerts.

a. The parties acknowledge that the College is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The College is also required by federal law to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.

b. If PD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the College's students, faculty or staff, PD may notify the College so that the College/University can determine whether an emergency notification or timely warning should be issued by the College.

5. Training. The parties agree to collaborate to provide education and training opportunities of interest to the parties. Specific education and training opportunities will be separately agreed to by the parties, and may include the following.

a. The parties agree to share information about education and training opportunities that may be of interest to the other party and to share information from training sessions of mutual interest.

b. The College agrees to provide training to PD personnel regarding the College's obligations under federal law, including Title IX, to respond to incidents of sexual violence involving members of the College community. This training may include information about College policies and procedures, the differences between the College's administrative process and the criminal process, College resources, and other information that would be of value to PD.

c. PD agrees to provide training to College employees, including those with responsibility for investigating and responding to matters of sexual violence and those providing support services to parties involved in matters of sexual violence on agreed upon topics such as preservation of evidence.

d. Upon mutual agreement by the representatives of the parties who are coordinating an education or training program, the parties may extend invitations to community partners to participate in the program.

6. Periodic Meetings. The parties agree to meet annually as agreed to by the parties at agreed upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, including:

- a. Critically evaluate and discuss the effectiveness of the cooperation of the parties pursuant to this MOU and identify areas for improvement;
- b. Review and confirm the accuracy of the information contained on materials (such as the information sheet and victim resource card) handed out pursuant to this MOU; and
- c. Discuss any other matters of importance to the parties.

7. Term. This MOU is effective on February 13, 2023 or upon the date the final required signature is obtained by College, whichever occurs later, and shall remain in effect until December 31, 2024. The parties shall endeavor to examine this MOU as the end date approaches to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances.

8. Termination. Either party to the MOU may terminate it upon 30 days' prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.

9. Modification. This MOU may be modified only in a writing signed by both parties.

10. Severability. If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

11. Assignment. Neither party may assign nor transfer any rights or obligations under this MOU without the prior written consent of the other party.

12. Liability. Each party is responsible for its own acts and behavior and the results thereof. College's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law. City's liability is governed by the provisions of Minnesota Statutes Chapter 466.

13. No Third Party Beneficiary. This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.

14. Government Data Practices Act. The Parties must comply with the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13, as it applies to this MOU and to data possessed by either Party.

15. Applicable Law. This MOU shall be governed and interpreted in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the undersigned hereto have executed this Memorandum of Understanding this ____ day of _____, 2023.

THE CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich

Its: Mayor

Attest: _____

Rebeca Kiernan

Its: City Clerk

COLLEGE _____



Request for Council Action

SUBJECT: Resolution Appointing City Representative and Alternate to MAC Noise Oversight Committee

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Heather Rand, Community Development Director, 651.450.2546

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, re-appointing Community Development Director Heather Rand as the City's representative to the Metropolitan Airport Commission Noise Oversight Committee (NOC) and appointing City Administrator Kris Wilson as the alternate.

BACKGROUND

The Metropolitan Airport Commission (MAC) created an advisory committee in 2002 called the Noise Oversight Committee (NOC) to address aircraft noise issues associated with the MSP Airport and advise MAC on such. The NOC is comprised of representatives from the aviation industry as well as representatives from the cities most impacted by airport noise. These metropolitan area cities include Bloomington, Eagan, Mendota Heights, Minneapolis, Richfield, Apply Valley, Edina, Inver Grove Heights, Sunfish Lake, St. Paul, Burnsville, Burnsville, St. Louis Park. The current representatives from the aviation industry serving on the MAC are from UPS, Sun Country Airlines, Delta Airlines, Endeavor Air and the MN Business Aviation Association. Most of the cities appoint their Community Development Directors, City Planners, City Administrators, or sometimes an elected officials to be their representative. NOC terms are for two years and Heather Rand has represented the interests of IGH on the NOC since 2019, having served in the past on the Duluth International Airport Commission.

The NOC reviews MSP's monthly operations reports on aircraft noise complaints, the tracking of operations (flights), runway use, noise events and the MAC's compliance with noise abatement procedures. It is of value to have the City continuously represented on the NOC as the airport has and will continue to have an impact on IGH residents' quality of life.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends approval of the attached Resolution.

ATTACHMENTS

1. Resolution
2. MAC NOC Re-Appoint Letter to City
3. Letter to MAC NOC

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

**RESOLUTION REAPPOINTING COMMUNITY DEVELOPMENT DIRECTOR AS CITY
REPRESENTATIVE ON THE MAC NOISE OVERSIGHT COMMITTEE AND THE CITY
ADMINISTRATOR**

RESOLUTION NO. _____

WHEREAS the Metropolitan Airports Commission (MAC) with operational oversight for the MSP Airport created a Noise Oversight Committee (NOC) in 2002, that is comprised of aviation industry reps and noise impacted community representatives, each serving two-year terms, and,

WHEREAS, the city of Inver Grove Heights has been afforded the opportunity to appoint a representative and alternate to serve as an At-Large Community Representative to the MAC NOC since 2002, with the city's Community Development Director position serving in that capacity since 2002, and,

WHEREAS, the MAC NOC two-year term is ending on June 25, 2023 and the city's rep and alternative must be re-appointed by the city to continue service in this capacity going forward.

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

1. The city council re-appoints Heather Rand, Community Development Director, as the city's representative to serve on the MAC NOC and further, it appoints Kris Wilson, City Administrator, as alternate representative, for the next two-year term starting on June 26, 2023.
2. The Mayor of the city is hereby authorized to sign a letter denoting this re-appointment and appointment of IGH reps to the MAC NOC, such letter to be sent to the secretary of the MAC NOC before the MAC required May 15, 2023 deadline.

Adopted by the City Council of Inver Grove Heights, Minnesota this 24th day of April 2023.

AYES:

NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



6040 28th Avenue South, Minneapolis, MN 55450 • 612-467-0741

April 5, 2023

Kris Wilson, City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Appointment of an Inver Grove Heights Representative to the MSP NOC At-Large Community Group

Dear Kris Wilson,

The Minneapolis-St. Paul International Airport (MSP) Noise Oversight Committee (NOC) is a 12-member committee comprised of six airport user representatives and six community representatives. The NOC makes airport noise – related recommendations to the Metropolitan Airports Commission (MAC).

In addition to five community seats, there is an at-large community seat. The at-large seat represents the cities of Apple Valley, Burnsville, Edina, Inver Grove Heights, Sunfish Lake, St. Paul, and St. Louis Park. Individuals appointed to the at-large group elect a Primary and Alternate At-Large Community Representatives to the NOC for a term of two years. The City of Inver Grove Heights is currently represented by Heather Rand. At this time, all NOC positions are up for reappointment. Appointed representatives will serve from June 26, 2023 through June 25, 2025.

I am requesting the City of Inver Grove Heights appoint a representative to the at-large community group to participate in the At-Large Community Representative election process, and to act as the primary contact on behalf of Inver Grove Heights with the NOC At-Large Community Representative group. Once the appointments have been made, please submit a letter to that effect, including the representative's and alternate's name, mailing addresses, telephone number(s), and email address. The letter should be submitted prior to May 15, 2023 to:

Kris Martin, NOC Secretary
MSP Noise Oversight Committee
6040 28th Ave S
Minneapolis, MN 55450

Thank you for Inver Grove Heights' continuing participation on the MSP NOC. We appreciate your willingness to work together toward possible solutions for reducing noise impacts on residents. I look forward to working with your appointed representative over the next two years.

Sincerely,

A handwritten signature in brown ink, which appears to read "Michele Ross".

Michele Ross
MSP NOC Technical Advisor



8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2500

www.ighmn.gov

April 24, 2023

Ms. Kris Martin, NOC Secretary
MSP Noise Oversight Committee of MAC
6040 28th Ave S
Minneapolis, MN 55450

Dear Kris Martin,

This letter serves to inform you and the Metropolitan Airports Commission (MAC) that the city of Inver Grove Heights designates Heather Rand, the city's Community Development Director, as the city's representative to serve on the Noise Oversight Committee (NOC) as a community At-Large representative. The city further designates Kris Wilson, City Administrator, as the alternative.

Contact information is as follows:

Heather Rand, Community Development Director
City of Inver Grove Heights, MN 55077
Phone: 651-450-2546 and Email: hrend@ighmn.gov

Alternative:
Kris Wilson, City Administrator
City of Inver Grove Heights, MN 55077
Phone: 651-450-2511 and Email: kwilson@ighmn.gov

Sincerely,

Mayor Brenda Dietrich
City of Inver Grove Heights



Request for Council Action

SUBJECT: **Resolution Approving Submittal of the Energy Efficiency and Conservation Block Grant (EECBG) Pre-Award Information Sheet**

MEETING DATE: April 24, 2023

ITEM TYPE: Consent Agenda

CONTACT: Ally Sutherland, Environmental Specialist, 651.604.8511

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving submittal of the Energy Efficiency and Conservation Block Grant (EECBG) Program Pre-Award Information Sheet.

BACKGROUND

The U.S. Department of Energy (DOE) has made \$430 million available for state, local, and tribal governments through the Energy Efficiency and Conservation Block Grant (EECBG) Program. Based on population size, the City of Inver Grove Heights is eligible to receive a non-competitive grant award of \$71,160, with no match required, to use towards projects that cut carbon emissions, improve energy efficiency and reduce energy use. The DOE requests that interested and eligible EECBG applicants submit the non-binding Pre-Award Information Sheet by April 28, 2023 as the first stage of the process. The DOE recommends small local governments with awards less than \$200,000 select the voucher award option. Therefore, the City has completed sections 1 through 3, and 8 of the Pre-Award Information Sheet required for EECBG voucher awards.

FISCAL IMPACT

This item has a positive financial impact to the City as it provides additional funds to invest in environmental efforts.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving submittal of the Energy Efficiency and Conservation Block Grant (EECBG) Program Pre-Award Information Sheet.

ATTACHMENTS

1. Resolution
2. EECBG Pre-Award Information Sheet

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE SUBMITTAL OF THE ENERGY EFFICIENCY AND
CONSERVATION BLOCK GRANT (EECBG) PRE-AWARD INFORMATION SHEET**

WHEREAS, the Department of Energy (DOE) has made \$430 million available for state, local, Tribal governments through the Energy Efficiency and Conservation Block Grant (EECBG) Program;

WHEREAS, the City of Inver Grove Heights (city) is eligible to receive \$71,160, with no match required, to use towards projects that cut carbon emissions, improve energy efficiency and reduce energy use;

WHEREAS, the DOE requests that interested and eligible EECBG applicants submit the optional and non-binding Pre-Award Information Sheet by April 28, 2023;

WHEREAS, the DOE recommends small local governments with awards less than \$200,000 select the voucher award options;

WHEREAS, the City has completed the limited sections of the Pre-Award Information Sheet required for voucher awards;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the Council hereby authorizes the City submit the Energy Efficiency and Conservation Block Grant (EECBG) Pre-Award Information Sheet to the Department of Energy.

Adopted this 24th day of April, 2023 by the City Council of the City of Inver Grove Heights, Minnesota.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



EECBG Program PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. EECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. EECBG Program recipients choosing a voucher may skip sections 4 through 7. Please submit your completed document to EECBG@hq.doe.gov.

SECTION 1: CONTACT & LOCATION INFORMATION *(All recipients)*

Recipient Name:	City of Inver Grove Heights, Minnesota				
UEI:					
Business Officer (BO):	Ally Sutherland	BO Phone Number:	651-604-8511	BO Email:	asutherland@ighmn.gov
Project Director/ Principal Investigator (PI):	Ally Sutherland	PI Phone Number:	651-604-8511	PI Email:	asutherland@ighmn.gov

Note: PI is the designated primary point of contact for the EECBG grant, such as the Project or Program Manager. Business Officer is the authorized individual responsible for financial management of the EECBG grant. Additionally, UEI number is *required* for grant applicants, but not for voucher applicants.

A. TYPE OF ORGANIZATION – Please indicate the type of organization of the Recipient by selecting one of the following:

- ☒ Local Government
☐ Tribal Government
☐ State
☐ Territory

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional(s) district for the primary location where the grant will be performed.

Street Address:	8150 Barbara Avenue
City:	Inver Grove Heights
State:	Minnesota
Zip:	55077
Congressional District(s):	2nd Congressional District of Minnesota

SECTION 2: GRANT OR VOUCHER *(All recipients)*

EECBG Program recipients representing local and tribal entities must select whether to receive their EECBG Program award in the form of a grant or a voucher for technical assistance and/or equipment rebates. Please indicate your choice here. All States & Territories must select "Grant." (Select one option) **[response to this question is non-binding]**

- ☐ Voucher for Technical Assistance
- ☐ Voucher for Equipment Rebate
- ☒ Voucher for both Technical Assistance and Equipment Rebate
- ☐ Grant

SECTION 3: BUSINESS ASSURANCES *(All recipients)*

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

- a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals¹ under investigation for or charged with a covered offense²?
- ☐ Yes
- ☒ No
- b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?
- ☐ Yes
- ☒ No
- c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations?
- ☐ Yes
- ☒ No
- d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?
- ☐ Yes
- ☒ No

¹ For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

² For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

- e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?
- ☐ Yes
- ☒ No
- f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from receiving Federal Contracts, subcontracts or financial assistance?
- ☐ Yes
- ☒ No
- g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?
- ☐ Yes
- ☒ No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the [DOE Interim Conflict of Interest Policy](#). As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?
- ☐ No
- ☒ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the [DOE Interim Conflict of Interest Policy](#) Section V(b)(3).
- C. **Organizational Conflicts of Interest³.** The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See [DOE Interim Conflict of Interest Policy](#) Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?
- ☐ No
- ☒ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the [DOE Interim Conflict of Interest Policy](#) Section VI.

*****Recipients choosing a voucher may skip to Section 8*****

³ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 4: PAYMENT INFORMATION *(Grant recipients only)*

Provide (1) the awardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is under the DOE / Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; (2) the name, phone number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred payment method is by advance or reimbursement. **Note: If ASAP number is not available, please leave field (1) blank and proceed with filling out (2) and (3).**

- | | |
|---------------------------------------|---|
| 1) ASAP Number: | |
| 2) ASAP/Payments Contact Person: | |
| 3) Indicate Preferred Payment Method: | ☐ Payment by Advance ☐ Payment by Reimbursement |

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST *(Grant recipients only)*

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? ☐ Yes ☐ No

If Yes:

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation.

☐ Yes ☐ No

- 2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) ☐ Yes ☐ No

- 2b. Has the Recipient undergone a Financial Audit within the last 3 years? ☐ Yes ☐ No

If Yes to either 2a. or 2b.:

a. A copy of the audit is attached to this form.

☐ Yes ☐ No

b. An electronic copy of the audit was provided with application package.

☐ Yes ☐ No

An electronic copy of the audit can be found at _____

If audit was not provided, please explain why it has not been completed and/or provided:

3. Recipient's fiscal year end date is _____

- 4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards.

Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail.

(If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency: _____

Point of Contact:

Phone/Email:

4b. DCAA Contact Information:

DCAA Office:

Point of Contact:

Phone/Email:

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY (*Grant recipients only*)

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting, and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “[Pre-award Accounting System Adequacy Checklist](#)” under CUSTOMERS-->Checklists and Tools.

	<u>Yes</u>	<u>No</u>	<u>NA</u>
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	☐	☐	☐
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	☐	☐	☐
b. Identification and accumulation of direct costs by project.	☐	☐	☐
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)	☐	☐	☐
d. Accumulation of costs under general ledger control.	☐	☐	☐
e. A timekeeping system that identifies employees' labor by intermediate and final cost objective (i.e., project level, division level).	☐	☐	☐
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	☐	☐	☐
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	☐	☐	☐
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	☐	☐	☐
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	☐	☐	☐
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	☐	☐	☐
4. Is the Accounting System currently in full operation?	☐	☐	☐

SECTION 7: REPRESENTATION/CERTIFICATION *(Grant recipients only)*

Certification of the information is required by the organization's authorized representative

- ☐ I certify that I have registered in the System for Award Management (SAM).
- ☐ I certify that I have registered in FedConnect.net in order to receive award documentation.
- ☐ I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.
- ☐ I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- ☐ I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization's written procurement procedures as outlined in "Procurement Standards" 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- ☐ I certify the Recipient:
 - (1) Has in effect an up to date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE's Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES *(All recipients)*

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Title:

Signature of Authorized
Official:

Date:

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Title:

Signature of Principal
Investigator:

Date:

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “[Pre-award Accounting System Adequacy Checklist](#)” under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following **ANNUAL** responsibilities:

1. Submit a Certified Annual Incurred Cost Claim (ICE Model – see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). **This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s).**
2. **Due Date:** 180 days after the Recipient's fiscal year end.
3. For an example of the ICE Model, please visit <https://www.dcaa.mil>. Under “CUSTOMERS->Checklists and Tools”, click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is not the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

Independent (Single & Compliance) Audit Requirements

2 CFR 200, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-id?SID=6e187b05cfeca4f534c659f20983b14e&mc=true&node=pt2.1.200&rgn=div5>

For-Profits: 2 CFR 910, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-id?node=pt2.1.910&rgn=div5>

Below are excerpts from Section F.

Audit requirements.

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, *not applicable for For-Profits*) or compliance audit conducted for that year in accordance with the provisions of this part.
- (b) *Single* audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 - Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (b) *Compliance* audit. (1) If a for-profit entity has one or more DOE awards with expenditures of \$750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with \$750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.
- (c) Program-specific audit election. (*Not applicable to For-Profits*). When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit *subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.



Request for Council Action

SUBJECT: Rental Housing Licenses**MEETING DATE:** April 24, 2023**ITEM TYPE:** Regular Business**CONTACT:** Mary Lein, Assistant to the Chief Building Official, 651-450-2552

ACTION REQUESTED

The Council is asked to approve the rental housing licenses listed below.

BACKGROUND

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

The following rental license applications have been submitted:

RENTAL ADDRESS	PROPERTY OWNER	PROPERTY MANAGER
7535 Cloman	Friemann Real Estate Services Inver Grove Heights, MN	Brenda Hanson New Prague, MN
7409 Braden Trl	Randy Anderson Ft Lauderdale, FL	Michael Schaeffer Inver Grove Heights, MN
10163 Courthouse Blvd	Fadel Sakkal North Oaks, MN	Michael Nassif Safi Inver Grove Heights, MN
8827 Brunell Way	Iliya Berdichevski Inver Grove Heights, MN	Elena Berdichevski Inver Grove Heights, MN
7510 Concord Blvd	CF MH Skyline Fee LLC Farmington Hills, MI	Stephanie Schmidt Jose Mendez Inver Grove Heights, MN
8555 Bacardi Ave	Emerald Hills MHC, LLC Farmington Hills, MI	Trevor Jacobsen Inver Grove Heights, MN

FISCAL IMPACT

None.

RECOMMENDATION

Community Development and Police Department staff recommend approval of the licenses listed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Comprehensive Plan Amendment for Endeavor Development located at Argenta Trail and Yankee Doodle Road**

MEETING DATE: April 24, 2023

ITEM TYPE: Regular Business

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to consider a request to amend the land use designation of the parcels from Low-Medium Density Residential (LMDR) to General Industrial (GI). (Endeavor Development - Case No. 23-03PA)

- Requires 4/5ths vote
- 60-day deadline: May 20, 2023 (second 60 days)

BACKGROUND

The applicant is requesting an amendment to the City's Comprehensive Plan to change the land use designation of three parcels totaling 13.4 acres from Low-Medium Density Residential (LMDR) to General Industrial (GI), to allow for the development of an office/warehouse building of approximately 200,000 square feet.

This area of the City has recently been studied for possible expansion of industrial development with the small area plan that was conducted during 2020-2021. The Small Area Study - South of Hwy 55 focused on determining the viability of expanding development of industrial uses south of Yankee Doodle Road along Argenta Trail matching some industrial development that has occurred in this area. The plan highlighted issues relating to traffic and possible road improvements, utility access and possible expansion of the IGH-Eagan Joint Powers Agreement to access Eagan utilities since utilities from Inver Grove Heights end on the north side of Hwy 55, near Target.

There was opposition to the plan raised by surrounding and near abutting residents who had concerns about traffic and need of road improvements which were counter to their long range plan for their residences to stay in a rural setting. In October, 2021, the Council decided not to approve the small area plan which would have resulted in changes to the land uses and comp plan south of Hwy 55. Land use was to remain as currently stated in the 2040 Plan which is residential uses except for the land on the west side of Argenta which is already developed for some industrial uses and a cemetery.

This request focuses on parcels that are at the north end of the previous study area and abut industrial uses to the east, southwest and also abut a high traffic volume county road to the north. The following are some points for and against the proposed land use change:

RATIONALE FOR THE LAND USE CHANGE

- The site is abutting industrial uses to the west and south.
- The site abuts Yankee Doodle Road, which is a high volume county road. The existing residential guiding may not be a good choice based on visual and noise concerns.
- A change of land use to industrial has the potential to generate employment and tax base.

RATIONALE AGAINST THE LAND USE CHANGE

- The change would expand industrial uses which could have a negative impact on existing and future residential uses in the area.
- Traffic could be a concern if the use was a heavy trucking type operation, including the noise of the trucks or semis.
- The Council did not approve the Small Area Plan which included industrial on these parcels and chose to leave the land use pattern as it currently exists in the 2040 Comp Plan.

FISCAL IMPACT

n/a

RECOMMENDATION

The primary question to answer is whether a change to industrial is a benefit to the city and if so, should the land use plan be changed for these parcels.

The Planning Commission recommended denial of the request (4-0-1).

ATTACHMENTS

1. Approval Resolution
2. Denial Resolution
3. Colored Site Plan
4. Planning Report
5. 2023-02-21 Planning Commission Meeting Minutes
6. Applicant Presentation

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO CHANGE
THE LAND USE DESIGNATION FROM LMDR, LOW-MEDIUM DENSITY RESIDENTIAL TO
GI, GENERAL INDUSTRIAL**

**CASE NO. 23-03PA
(Endeavor Development)**

WHEREAS, an application has been submitted to amend the future land use map in the City of Inver Grove Heights' Comprehensive plan to reguide the land use designation from LMDR, Low-Medium Density Residential to GI, General Industrial for the real property (Property) legally described as;

The South 328.15 feet of the W 660 feet of the Southwest 1/4 of the Southwest 1/4 of Section 7 Township 27 Range 22, Dakota County, Minnesota,

and

The SW 1/4 of the SW 1/4 of Section 7, Township 27, Range 22, lying westerly of Delaware Avenue; Except the South 656.3 feet of the West 660 feet; Except the North 252 feet of the South 656.3 feet lying East of the West 1020 feet and West of Delaware Ave; Except the North 154.3 feet of the South 404.3 feet of the East 500 feet and Except the North 623.3 feet lying West of Delaware Ave and Except the South 132 feet of the West 660 feet of the North 623.3 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27, Range 22 and Except that part of the West 660 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27, Range 22 West lying North of the South 656.3 feet thereof and lying South of the North 623.3 feet thereof,

And

The North 154.30 feet of the South 404.30 feet of the East 500.00 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27N, Range 22W, Dakota County, Minnesota, lying westerly of Delaware Avenue.

WHEREAS, an amendment to the City's Comprehensive Plan may be approved by the City Council on an affirmative vote of 4/5ths of the Council per Minn. Stat. Sec. 462.355, subd. 3;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the application on February 21, 2023 held a public hearing regarding the application following posted and published notice of the same, and recommended denial of the Application to the City Council;

WHEREAS, following a review of the application, the change to the City's Comprehensive Plan Land Use Plan was found by the City Council to be consistent with the existing and proposed uses in the area, beneficial to the City, and in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, that the Comprehensive Plan Map Amendment amending the City's future land use plan to reguide the property from Low-Medium Residential Development (LMDR) to General Industrial (GI) is hereby approved subject to the following conditions:

1. The comprehensive plan land use change shall not become effective until reviewed by the Metropolitan Council and rezoning, final plat and final planned unit development plans have been approved by the City Council.
2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2023.

Ayes:

Nays:

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION DENYING A COMPREHENSIVE PLAN MAP AMENDMENT TO CHANGE THE
LAND USE DESIGNATION FROM LMDR, LOW-MEDIUM DENSITY RESIDENTIAL TO GI,
GENERAL INDUSTRIAL**

**CASE NO. 23-03PA
(Endeavor Development)**

WHEREAS, an application has been submitted to amend the future land use map in the City of Inver Grove Heights' Comprehensive plan to reguide the land use designation from LMDR, Low-Medium Density Residential to GI, General Industrial for the real property (Property) legally described as;

The South 328.15 feet of the W 660 feet of the Southwest 1/4 of the Southwest 1/4 of Section 7 Township 27 Range 22, Dakota County, Minnesota,

and

The SW 1/4 of the SW 1/4 of Section 7, Township 27, Range 22, lying westerly of Delaware Avenue; Except the South 656.3 feet of the West 660 feet; Except the North 252 feet of the South 656.3 feet lying East of the West 1020 feet and West of Delaware Ave; Except the North 154.3 feet of the South 404.3 feet of the East 500 feet and Except the North 623.3 feet lying West of Delaware Ave and Except the South 132 feet of the West 660 feet of the North 623.3 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27, Range 22 and Except that part of the West 660 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27, Range 22 West lying North of the South 656.3 feet thereof and lying South of the North 623.3 feet thereof,

and

The North 154.30 feet of the South 404.30 feet of the East 500.00 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27N, Range 22W, Dakota County, Minnesota, lying westerly of Delaware Avenue.

WHEREAS, an amendment to the City's Comprehensive Plan may be approved by the City Council on an affirmative vote of 4/5ths of the Council per Minn. Stat. Sec. 462.355, subd. 3;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the application on February 21, 2023 held a public hearing regarding the application following posted and published notice of the same, and recommended denial of the Application to the City Council;

WHEREAS, following a review of the Application, the change to the City's Comprehensive Plan Land Use Plan was found by the City Council to be contrary to the development direction for this part of the City and inconsistent with the existing and proposed land uses in the area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, that the application for a Comprehensive Plan Map Amendment amending the City's future land use plan to reguide the Property from Low-Medium Residential Development (LMDR) to General Industrial (GI) is hereby denied based on the following findings of fact:

1. The City's existing comprehensive plan, which was adopted relatively recently, represents the best vision for the future land use for the Property and the City at this time.
2. The City Council engaged a consultant to prepare a Small Area Plan which included the Property which small area plan suggested regarding the Property for Industrial Uses and that Small Area Plan for the area including the Property was rejected by the City Council.
3. The Council finds that general industrial uses are inconsistent with the City's' current vision for the area as articulated in the City's current comprehensive plan.
4. The proposed amendment to the Comprehensive Plan would disrupt the land use pattern envisioned by the adopted Plan for this particular area and create a series of impacts on other properties and land uses.
5. The City's circumstances and vision have not changed measurably in any way to support the impact to the Comprehensive Plan that would be effectuated by the proposed amendment.

6. The proposed comprehensive plan amendment would not have a positive impact on the health, safety, and general welfare of the citizens of the community and the surrounding land.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2023.

Ayes:

Nays:

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk



PLANNING REPORT

CASE NO: 23-03PA

APPLICANT: Endeavor Development

PROPERTY OWNER: David Jansen, Argenta Properties, LLC

REQUEST: Comprehensive Plan Amendment to change land use from LMDR, Low-Medium Density Residential to GI, General Industrial.

HEARING DATE: February 21, 2023

LOCATION: Argenta Trail and Yankee Doodle Road

COMPREHENSIVE PLAN: LMDR, Low-Medium Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to change the land use designation of three parcels to General Industrial as part of a possible development of an approximate 200,000 square foot office//warehouse building. The area of the three parcels is 13.4 acres.

The applicant is also working to acquire two more parcels in the area so they would have control of a total of 16.8 acres. One parcel is owned by Dakota County and the applicant is in the process working out terms to purchase the excess parcel. The applicant is also working through a purchase agreement with the owner of the other parcel. The applicant's intent is to have purchased all the parcels before a site plan request would be submitted, if the change in land use is approved.

If the comprehensive plan amendment is successful, an application for Rezoning, and a PUD will be required before development can occur. This later process provides for public review and comment on the actual site plan.

SURROUNDING USES

The subject property is surrounded by:

North Yankee Doodle Road, Large lot residential; zoned A, Agricultural; guided LMDR, Low-Med Density Residential

East Argenta Trail, Large lot residential; zoned A, Agricultural; guided LMDR, Low-Med Density Residential

West Industrial - city of Eagan

South Industrial, cemetery; zoned I-2, P, Institutional; guided General Industrial, Public/Institutional

EVALUATION OF REQUEST

Comprehensive Plan Amendment

The subject parcels are currently guided Low-Medium Density Residential.

Low-Medium Density Residential is defined in the 2040 Comprehensive Plan as:

"The Low-Medium density residential category includes a combination of single family attached and single family detached housing that is generally a greater density than traditional single family housing in Inver Grove Heights. Density of the LMDR category ranges from 3 to 6 units per net acre. This land use category is principally isolated to the Northwest Area and it's a new land use category."

The applicant is proposing to change the land use designation to GI, General Industrial in order to provide the most flexibility for uses allowed.

General Industrial is defined in the 2030 Comprehensive Plan as:

"The general industrial category includes lots or parcels containing manufacturing, processing and disposal facilities. General industrial parcels exist in the only one area, southern Inver Grove Heights lying immediately west of Highway 52/55. The land designated as general industrial on the future land use plan includes the Pine Bend Landfill."

The main issue is what is the most appropriate future land use for the property. The following discussion addresses some of the issues that Staff has raised regarding the land use change.

Small Area Study-South of Hwy 55. During 2020-2021, the city conducted a small area plan study that covered the land inside the Northwest Area Overlay District south of Hwy 55. That plan envisioned a mix of industrial, low density and medium density development. The industrial development focusing on the area abutting Yankee Doodle Road and along either side of Argenta Trail north of 82nd Street. The plan highlighted issues relating to traffic and possible road improvements, utility access and possible expansion of the IGH-Eagan Joint Powers Agreement to access Eagan utilities since utilities from Inver Grove Heights end on the north side of Hwy 55, near Target. There was opposition to the plan raised by surrounding and near abutting residents who had concerns with traffic and need of road improvements which were counter to their long range plan for their residences to stay in a rural setting. In October, 2021, the Council ultimately did not approve the small area plan which would have resulted in changes to the land uses and comp plan south of Hwy 55. Land use was to remain as currently stated in

the 2040 Plan which is residential uses except for the land on the west side of Argenta which is already developed for some industrial uses and a cemetery.

Traffic. The City is aware of some traffic issues with UPS trucks leaving the facility in Eagan, exiting Opperman Drive, taking Argenta Trail north to Yankee Doodle and ultimately to Hwy 55. At peak times, there can be traffic backups on this stretch of road.

Based on future traffic demands, Alverno Avenue is expected to become a collector road at some point in the future and will be a continuous road that would re-route the current Argenta Trail and 82nd intersection to a more fluid continuous north south road. If this occurs, it would be some time in the future. The potential improvements to the road system would allow for the handling of higher traffic volumes in the future.

Based on the location of the parcels proposed for the amendment, traffic generated by the development including trucks would most likely travel north to Yankee Doodle as this is the most direct access to Hwy 55. Further traffic study and analysis would be required to determine if any traffic improvements would be required at the intersection and Argenta Trail by the development.

Existing Uses. The site is currently surrounded by large lot residential to the east, industrial uses to the west in Eagan and part to the south. A cemetery is also directly to the south. The proposed land use would be an extension of the existing industrial uses. consistent with the industrial uses to the west and east.

The Industrial Equities industrial building that is to the south of the subject parcels was also part of a comprehensive plan amendment. The property had been guided Public for a future church. The land was reguided and rezoned industrial in 2017. This shows there have been some recent land use changes in the area. Industrial Equities also owns one more lot south of the cemetery and west of Argenta Trail. They have discussed a possible industrial building on this site sometime in the future.

Dakota County Mendota-Lebanon Regional Trail. The regional trail alignment in this area runs just on the west side of this property along the city boundary. Construction of the regional trail through Inver Grove Heights has been completed in the Blackstone Vista and Ponds developments. The regional trail will eventually continue southward through western Inver Grove Heights into Eagan. A trail corridor of approximately 30 feet wide along the west boundary would be required if and when a development application was submitted. The County is also planning to construct an underpass under Yankee Doodle for the trail. Any easement area needed for this construction would also need to be provided on the plat and plan set.

Northwest Area and Utility Joint Powers Agreement with Eagan. The property is located within the Northwest Area and therefore would be required to comply with those standards as part of a development application review. The site would be served from the Eagan system as part of the joint powers agreement. Because the site is located in the Northwest Area, all plat

connection fees will also be required. These details would be covered in subsequent approval stages if the comp plan amendment is approved.

The following provides some rationale for approval and denial of the proposed land use change.

RATIONAL FOR THE LAND USE CHANGE

- The site is abutting industrial uses to the west and south. Expanding industrial uses would be consistent with the existing pattern.
- The site abuts Yankee Doodle Road which is a high volume county road and the existing residential guiding is not really a good choice based on visual and noise concerns.
- A change of land use to industrial has the potential to generate employment, tax base, variety of goods and services.

RATIONALE AGAINST THE LAND USE CHANGE

- The change would expand industrial uses which could have a negative impact on existing and future residential uses in the area.
- Traffic could be a concern if the use was a heavy trucking type operation including noise of the trucks or semis.
- The Council did not approve the Small Area Plan which included industrial on these parcels and chose to leave the land use pattern as it currently exists in the 2040 Comp Plan.

ALTERNATIVES

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

A. Approval If the Planning Commission finds the application acceptable, the Commission should make the following recommendations:

- Approving the Comprehensive Plan Amendment from LMDR, Low-Medium Density Residential to GI, General Industrial subject to the following conditions:
 1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

3. The comprehensive plan land use change shall not become effective until a rezoning and development plan has been approved by the City Council.

B. Denial If the Planning Commission does not favor the comprehensive plan amendment, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

RECOMMENDATION

The primary question to answer is a change to industrial a benefit to the city and if so, should the land use plan be changed for these parcels.

The Planning Commission unanimously recommended approval of the Small Area Plan back in July, 2021. The Council ultimately chose not to adopt the plan and leave land use as is.

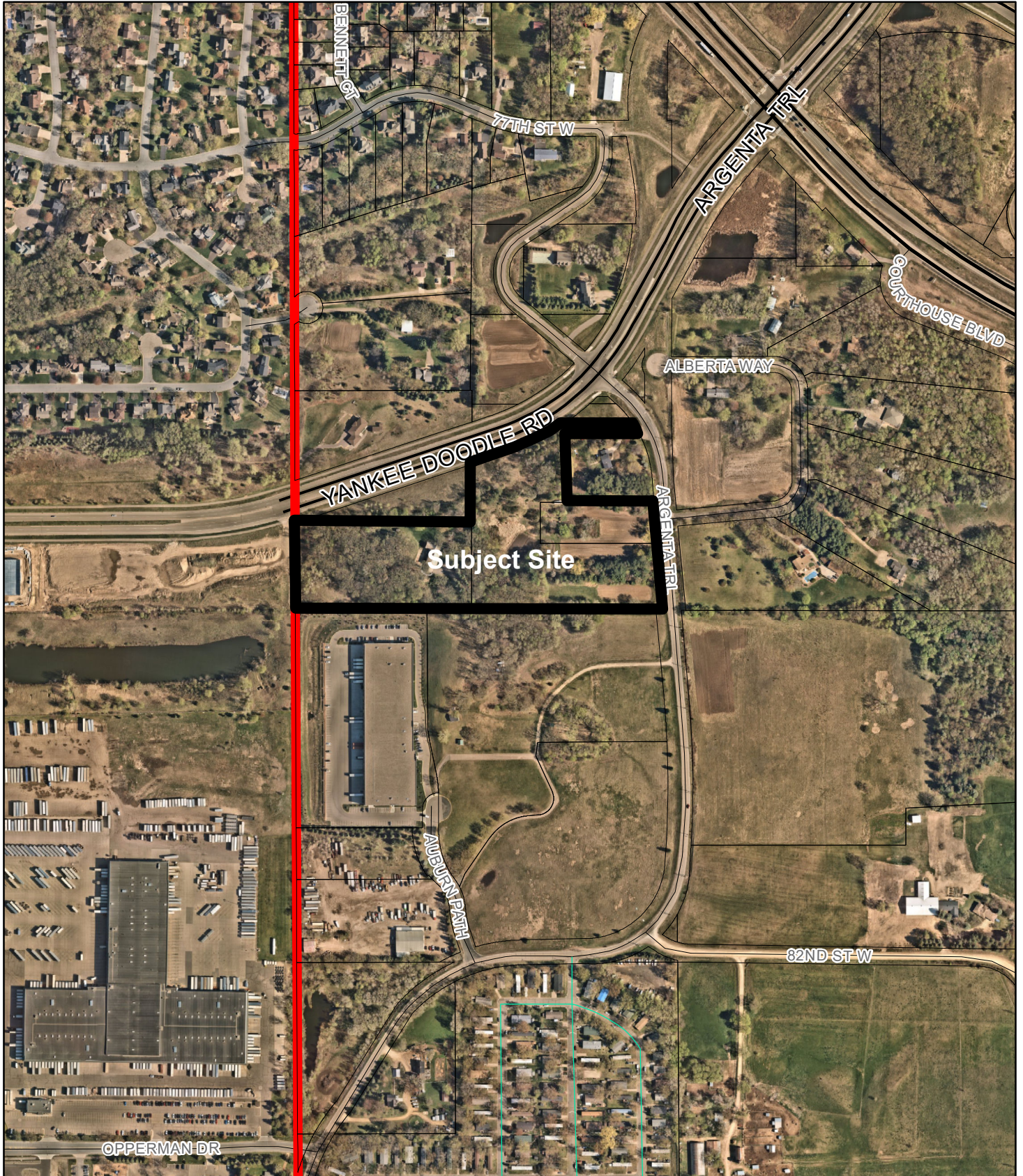
Because the request is for a smaller area and the parcels abut Yankee Doodle Road on the north side, is it an appropriate change considering there is existing industrial in Eagan and in Inver Grove Heights in the area.

Attachments: Location Map
Existing/Proposed Comp Plan Map
Applicant Narrative and Site Plan



Location Map

Case No. 23-03PA

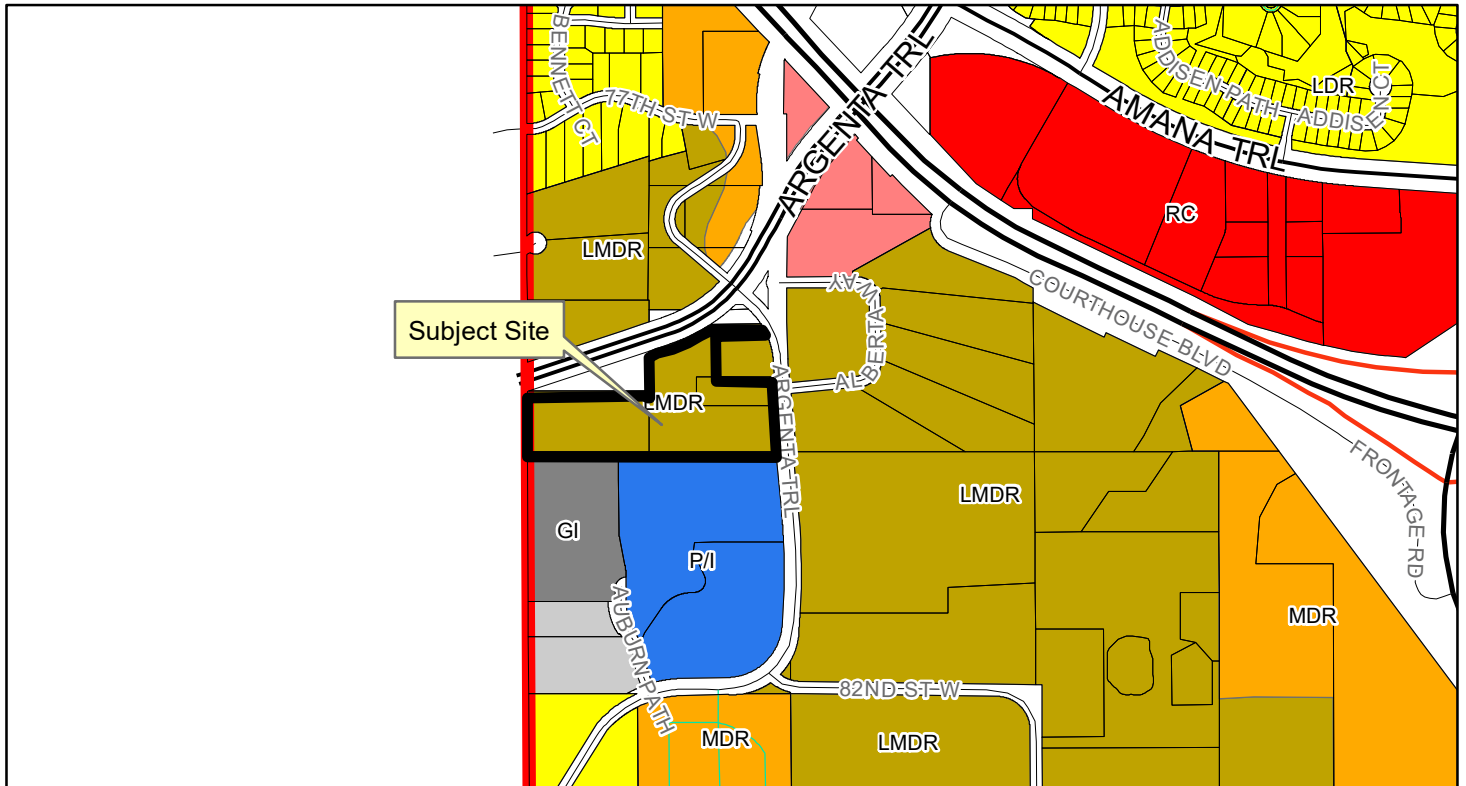




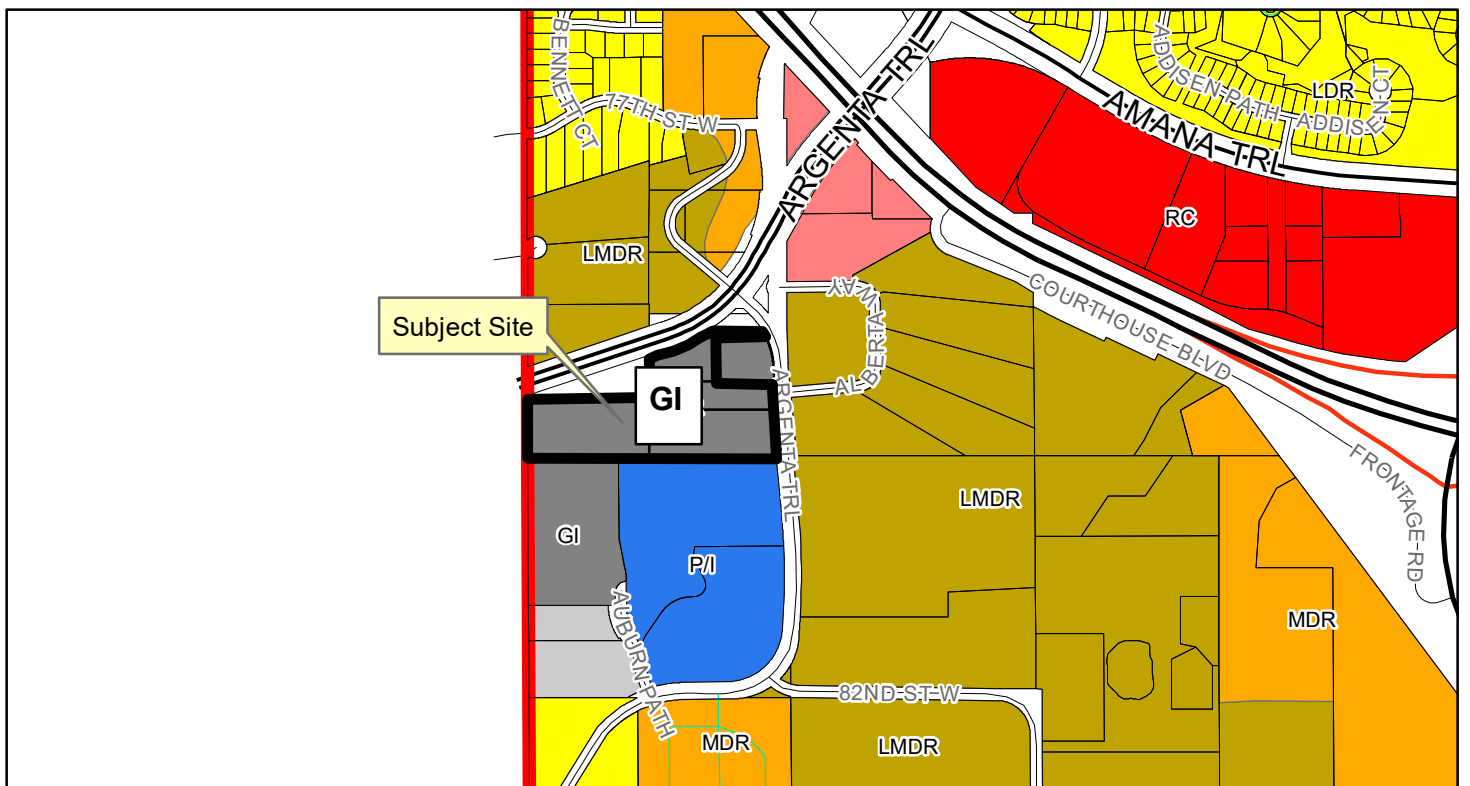
Comp Plan Map Case No. 23-03PA

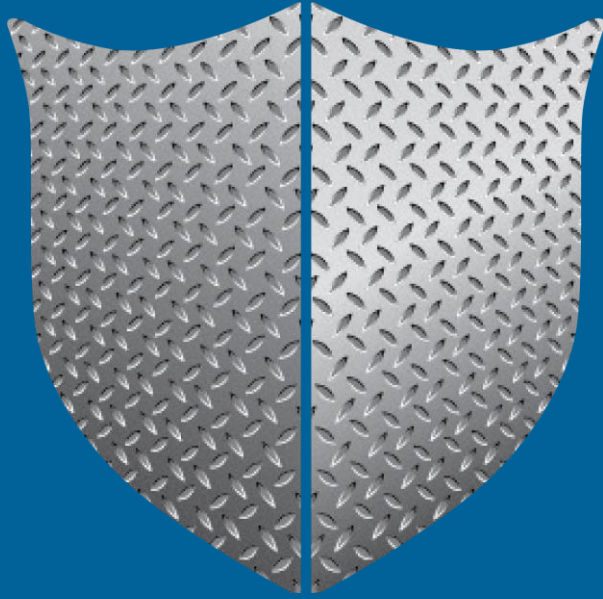


Existing Comp Plan



Proposed Comp Plan





ENDEAVOR DEVELOPMENT

Application for a Comprehensive Plan Amendment on the southwest corner of Yankee Doodle Road and Argenta Trail for three parcels with PID numbers: 200070052030, 200070052041 & 200070052050.

January 23, 2022

Endeavor Development (“Endeavor”) is requesting an amendment to the city of Inver Grove Heights’ 2040 Comprehensive plan. The proposed amendment would re-guide three parcels of land (PID: 20-00700-52-050, 20-00700-52-041 and 20-00700-52-030) from LMDR (Low-Medium Density Residential, 4-8 units per acre) to GI (General Industrial) to make their guiding consistent with the adjacent property to the south and west. As part of this request, Endeavor plans to develop a +/- 200,000 square foot building on the properties located at 7925-27 and 7985 Argenta Trail.

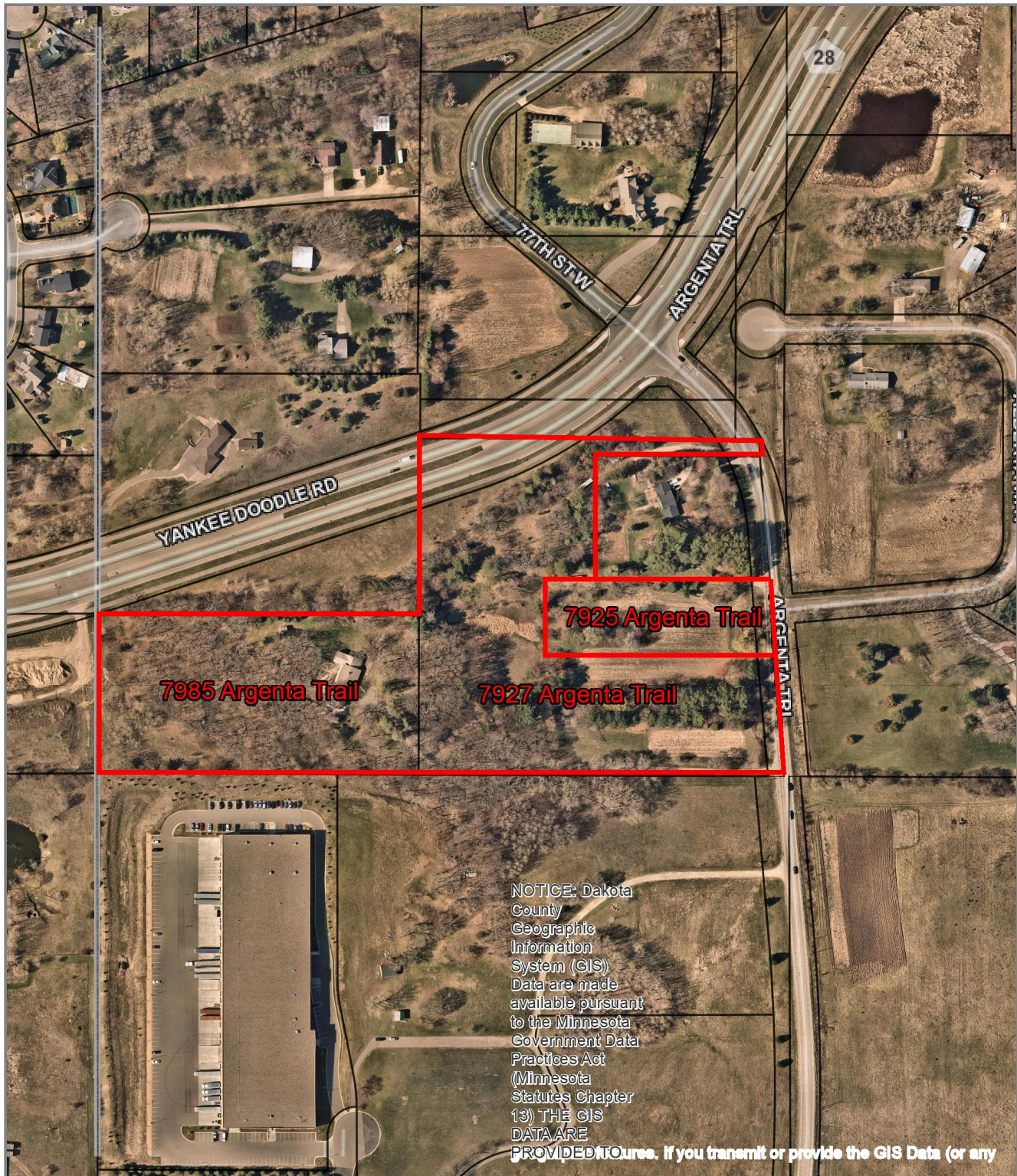
Endeavor is working to acquire adjacent properties PID 20-00700-52-060 and 20-00700-52-030. Endeavor has agreed to terms with the property owner of PID 20-00700-52-060 and a purchase agreement is currently being finalized. Additionally, Endeavor and Dakota County are engaged in weekly conversations to discuss the acquisition of PID 20-00700-52-090 in exchange for an easement on PID 20-00700-52-030. The easement will accommodate Dakota County’s Gateway Trail project. Dakota County has initiated the three-month long Minnesota State Statutory process to sell PID 20-00700-52-090. Plans to amend the Comprehensive Plan to include PID 20-00700-52-060 and 20-00700-52-030 will occur at a later date.

Endeavor believes that re-guiding these parcels to GI (General Industrial) in support of Endeavor’s project will provide significant community benefits including the addition of an opportunity center for long-term employment, bolstering the tax base and updating the guiding of land on the west side of Argenta Trail so that it is more consistent with the surrounding area. We continue to see a high level of demand for industrial space in the metro area broadly and in the SE submarket (which includes Inver Grove Heights) specifically. This project will appeal to a variety of users (light manufacturing, med tech, warehousing, distribution) that see the benefits of locating their operations in Inver Grove Heights.

The Minneapolis - St. Paul market is home for Endeavor and we take pride in developing foundations for our local communities to grow. Endeavor has successfully developed projects similar to our proposed Argenta Trail Business Center around the metro area. We have done this by identifying top-tier real estate and building a product that aligns the functional needs of modern occupiers of space with an aesthetic vision that the communities in which these buildings exist can take pride in. A prime example of this model can be seen at our Arbor Lakes Business Park in Maple Grove. Arbor Lakes Business Park was built to exacting design standards and was 80% preleased prior to the completion of the building. The tenants at Arbor Lakes utilize their space for a variety of activities such as: showroom space, office space, R&D and light manufacturing. Endeavor believes that Argenta Trail Business Center has the potential to replicate the success of Arbor Lakes Business Park by attracting quality users looking for a high-quality product.



Dakota County, MN

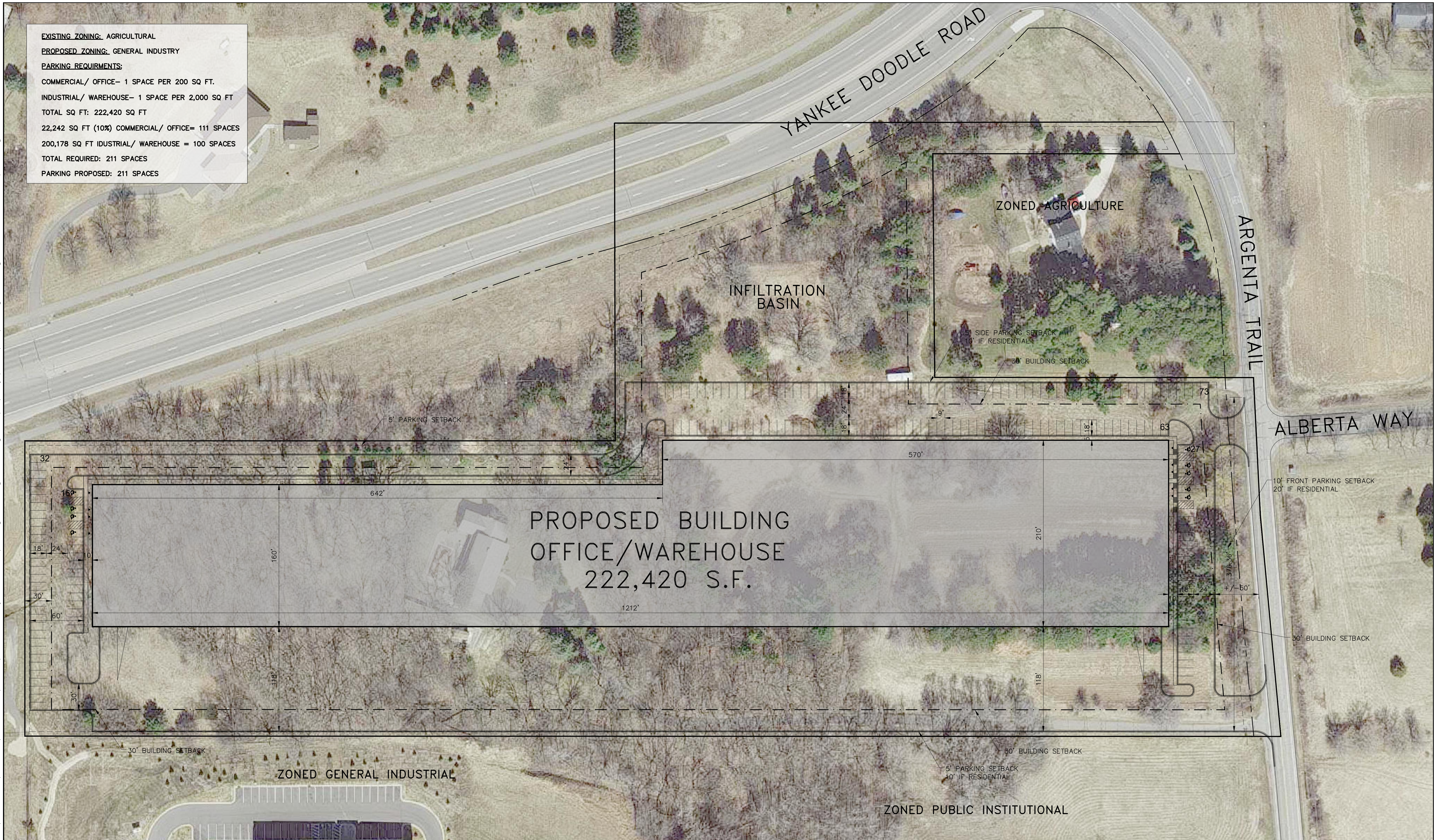


Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed.
This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 300 feet
2/8/2023

m:\02-client pursuits\land development\endeavor - argenta property\concepts\inver grove heights industrial concept 4.dwg

EXISTING ZONING: AGRICULTURAL
PROPOSED ZONING: GENERAL INDUSTRY
PARKING REQUIREMENTS:
COMMERCIAL/ OFFICE- 1 SPACE PER 200 SQ FT.
INDUSTRIAL/ WAREHOUSE- 1 SPACE PER 2,000 SQ FT
TOTAL SQ FT: 222,420 SQ FT
22,242 SQ FT (10%) COMMERCIAL/ OFFICE= 111 SPACES
200,178 SQ FT IDUSTRIAL/ WAREHOUSE = 100 SPACES
TOTAL REQUIRED: 211 SPACES
PARKING PROPOSED: 211 SPACES



ARGENTA TRAIL BUSINESS CENTER - CONCEPT 4 LAYOUT

ARGENTA TRAIL, INVER GROVE HEIGHTS, MN

PLANNING COMMISSION MINUTES - CITY OF INVER GROVE HEIGHTS

Tuesday, February 21, 2023 - 7:00 p.m.
City Council Chambers - 8150 Barbara Avenue

1. CALL TO ORDER

Chair Niemioja called the Planning Commission Meeting to order at 7:00 p.m.
The Pledge of Allegiance was recited.

2. ROLL CALL

Commissioners Present: Elizabeth Niemioja (Chair)
Scott Clancy (Vice Chair)
Jonathan Weber
Kate Challeen
Robert Heidenreich

Commissioners Absent: Dennis Wippermann (excused)
Joan Robertson (excused)
Jaime Besser (excused)
Vacant

Staff Present: Allan Hunting, City Planner
Heather Rand, Community Development Director
Stacy Bodsberg, Community Development Support Specialist

3. APPROVAL OF MINUTES

A. Approval of Meeting Minutes from the January 17, 2023, Regular Planning Commission Meeting.

Motion by Commissioner Weber, second by Commissioner Heidenreich, to approve the meeting minutes from January 17, 2023 as submitted.

Motion carried (5/0).

4. APPLICANT REQUESTS AND PUBLIC HEARINGS

A. Consider a request for a Comprehensive Plan Amendment to change the guided land use from LMDR, Low-Medium Density Residential to GI, General Industrial as part of a possible development of an approximate 200,000 square foot office/warehouse building.

Reading of Public Notice

Commissioner Weber read the Public Hearing Notice to consider the request for Endeavor Development, Case No. 23-03PA for property located at 7925, 7927, 7985 Argenta Trail, identified by PID#'s 20-00700-52-050, 20-00700-52-041, 20-00700-52-030. The request consists of a comprehensive plan amendment to change the guided land use from LMDR (Low Medium Density Residential) to GI (General Industrial) to allow for an industrial building to be constructed. Notices were mailed to 66 property owners on February 8, 2023.

Presentation of Request

City Planner Allan Hunting gave a presentation and summary of the staff report for the Planning Commission. The request is to change the current land use from LMDR to GI General Industrial. The concept is for an office/warehouse building in a 200,000 square foot range. During 2021 the city conducted a small area study for the all of the land in the northwest area south of Highway 55. The study looked at different land uses, one of which was expanding industrial. At that time, the Planning Commission unanimously supported the plan and recommended approval. When going before the City Council, there was opposition of the plan by residents in the area. Residents were opposed to the plan and the impacts of industrial, increased traffic, potential road changes, and improvements, and wanted to leave things as currently designated. The City Council did not adopt the plan and left the guiding as it currently stands in the 2040 Comprehensive Plan.

There are concerns with higher volumes of traffic on Argenta as it comes from the uses in Eagan, going out Argenta, and heading up to 55. Dakota County has looked at this and provided comment. Dakota County has the Mendota Lebanon Hills Regional Trail constructed north of 55 through the Blackstone developments. The trail will eventually run along Argenta and along the border of Eagan and Inver Grove Heights. There will be an easement for the trail and an underpass so the trail can get on the other side of Yankee Doodle. Utilities developed will come from Eagan as a part of the Joint Powers Agreement

The site has some pros/cons:

Pros:

- There is already abutting industrial in Eagan
- Industrial along the border of Eagan in Inver Grove Heights
- Expansion could be considered consistent with this plan
- Abutting higher volume streets with Yankee Doodle and Argenta, traffic volumes and noise may not be the best location for low density residential
- Change of land use has the potential to generate more employment, tax base, and a variety of services

Cons:

- Changing to industrial could have an impact on the existing residential neighborhood to the east, to the larger lot further to the south, and the manufactured home park
- Traffic concerns
- Recently, the Council did not adopt a small area plan that showed a change to industrial

Questions for the Planning Commission:

- Determine if a change of land use is a benefit and good fit for the city
- Instead of a larger scale/smaller area, this looks at a small pocket on the farther northern side. Has the least amount of impact on the neighborhood.

He mentioned that the question is if this made sense or if the city should continue on with the comprehensive plan that is in place.

Chair Niemioja asked how the city was doing on General Industrial in terms of numbers.

Community Development Director Heather Rand replied there are not a lot of acres available for industrial use. United Property has five lots and have developed three. They are hoping by this summer they would be leased up and full. She said there is land by 117th Street, west of Highway 52. Staff was hopeful to be able to identify additional spots. Industrial development generates tax base and day traffic which helps commercial businesses thrive.

Commissioner Clancy asked if the city had a discussion with a certain business owner/entity about what could possibly be built there.

Commissioner Heidenreich questioned if the Metropolitan Airport Commission has weighed in on this. The property is located directly between parallel runways. He said it seemed like residential would generate calls to the city and the Airport Commission. He questioned if there was a zoned industrial corridor they were supposed to maintain.

Mr. Hunting replied there are noise zones. One encroaches a bit into Inver Grove Heights with most of it in Eagan. If having a residential development, it would have to meet a noise attenuation standard; there is nothing for industrial.

Commissioner Challeen referenced the small area study and asked if there has been any interest in using that property for low or medium density residential.

Mr. Hunting replied that no applications have been received, there have not been any recent discussions regarding residential in this area.

Chair Niemioja asked if there were any soil remediation issues in the area.

Mr. Hunting replied he was unsure. It wasn't something that is looked at, at this point. The applicant may have that information.

Chair Niemioja mentioned that she has received 10 emails from citizens in opposition.

Motion by Commissioner Weber, second by Commissioner Challeen, to have the emails received into the public record.

Motion carried (5/0).

Chair Niemioja stated there is a quorum of five Commissioners with one Commissioner abstaining. She believes they can move forward on a vote of four. If a motion is tied, it would count as a failed motion.

Opening of Public Hearing

Evan Mattson, 10 Creekside Lane, St. Paul, Minnesota, stated that Endeavor Development has done a lot of these around the metro area. They provide a lot of benefits to the community and job opportunities to the companies they serve. He displayed an aerial photo of the area indicating there is industrial guided and industrial development to the west and south that has occurred within the past three years. To the south there was a comprehensive amendment plan and rezoning that changed the dynamics of the corner and shifted the best and highest use to general industry. He mentioned that Argenta Trail acts as a natural barrier between commercial on the west and residential on the east. Their project bolsters the tax base. Using projections based on other developments in the area, they anticipate and project \$380,000 a year in additional tax revenue. There are long term employment opportunities; industrial has held strong even in times of economic uncertainty in recent years.

He shared that there are three developments they have done/built in the area that are very similar to what is being proposed for this site. The projects have attracted a variety of different tenants. He highlighted Pilot Knob stating that the building was separated out into three different spaces for three different tenants: Now Micro, ITS, and Wedding Shoppe. These are three different uses that are completely different; there is office, warehouse, and value add in those spaces. That provides benefits to the community by hosting those companies and bringing in jobs. He said this is the highest and best use for the area given recent developments.

Chair Niemioja asked what the vacancy was like in properties 2 and 3.

Mr. Mattson replied they are zero; 100% leased. The projects were developed in 2020, they leased up before construction was completed.

Commissioner Clancy asked what takes up residence in the buildings, if it was manufacturing, office, or showroom space.

Mr. Mattson responded it is a variety of different uses. They all have an office component, a warehouse component, and a value-add component. He said this is a great location, the project is being proposed speculatively, they cannot promise users. In the southeast market of Eagan and Inver Grove Heights they see a variety of different uses.

Commissioner Challeen stated sometimes when seeing a building of this size she thinks of big semis and trucks. She questioned if that could be anticipated with this proposed use.

Mr. Mattson referenced the proposed site plan stating there will be semi's; there will not be space on the site for trailer parking. Due to that, there would not be as heavy of a user. Semis would be facing the south and shielded from Yankee Doodle Road.

Jess Donnelly, 1712 - 82nd Street West, stated she is in opposition. She said they have RM Ranch, a horse boarding facility in the area. Adding this would increase traffic. There are young kids learning to ride horses on the road in the area, this would increase noise and pollution which would have a significant impact. She said this is one of the only pieces of land left where you can enjoy quiet time with a horse where everything else is city. She felt it would bring down the area with pollution, noise, and a lot of traffic. She mentioned she was just here one year ago suggesting that the road doesn't go through, now they are here again going against the same thing. She said she would like to discourage it from going through.

Chair Niemioja asked Ms. Donnelly how she felt about low/medium density residential going in.

Ms. Donnelly replied residential would be better.

Kassandra Fries, 7920 Alberta Way, stated she opposes the proposed item. She said it was mentioned that the industrial buildings bring additional revenue to the businesses in the area. She commented that the employees in those buildings would likely not be visiting Inver Grove Heights; Eagan would be the area they would be shopping and eating due to location. She said it was mentioned that Argenta forms a natural barrier between industrial and residential areas. Both areas were included in the proposed plan that was rejected one or two years ago. She said the area currently under discussion and the area to the east of Argenta are continuous, industrial keeps encroaching on the residential area. She lives in the neighborhood across the street from Argenta. They can hear planes, snow overflow being unloaded, and slamming noises further west. There are a lot of bright lights in the evenings. She said these were the same things she argued about last year. It is a beautiful area of the city; they moved here from Apple Valley three years ago after searching for the perfect spot for a decade. She said this was like a diamond in the rough with the horses and gravel road. She said she didn't believe it was a benefit to our city to develop it in this way. It would likely benefit the neighboring city.

William Stoerzinger, 7923 Argenta Trail, said it was disheartening to see the city go backwards. He moved into the area in 1967 when it was beautiful. The county took some of his land for Yankee Doodle, then the city/county took more of his land in the front. He felt he was left with little. He said they do not need the building; it would not bring much money into city coffers. He said the trees are not replaceable. He has a well and asked if sewer and water would be supplied by the City of Eagan. He does not think this was a good idea.

City Planner Hunting replied utilities would come from Eagan for any development of sewer and water. There is a Joint Powers Agreement between the two cities.

Thomas Schaefer, 8420 Alverno Avenue, questioned what changed from last year when there were roughly 100 people in attendance against any of the changes proposed.

Chair Niemioja replied that did not take place at the Planning Commission meeting. They did not have anyone at that meeting.

Mr. Schaefer commented the nice part about the buildings behind the cemetery are that they were low, they cannot be seen from the road very well. This building would be right in everybody's face; he is totally against that. He said it was mentioned by the Community Development Director that the city is running out of land; he asked why. He questioned if it was all the changes they were making to the plan. He is against this.

Grant Rabuse, 7940 Alberta Way, mentioned he has the closest lot to the development. He is opposed. He moved into the area 37 years ago. A lot of people in the community made decisions to find a rural area, out in nature, with rolling hills, and quiet. They continue to ask the city to keep that type of environment for the Inver Grove Heights Community. It's a beautiful area. By continuing to encroach, it brings down the value of their property. He asked the Planning Commission to reject this proposal based on a long tradition of the city supporting the culture of that type of rural environment where lots of people have looked to live in.

Aida Schaefer, 8420 Alverno Avenue, said she has attended several meetings to oppose every time something has come up for industrial development in this area. She said the neighbors in the area have to get together to tell the City Council that they want this to be residential. They live in the area, this is what characterizes their neighborhood, it's the trees and land, not hearing and seeing the sites and noises. They do not want it to be developed into industrial. She suggested having a senior community or a senior residential facility. There are different things that could go in there that would preserve the look and feel of the area. She invited the Commission to drive into the area with the dirt road and horses. She wants their home to be what it is right now. She said she wasn't notified, her neighbors let her know, but she understands the 350-foot rule. She requests that they do not do this.

She mentioned that Dakota County notified them and she read aloud what was said stating that their private property is located within a conservation focus area. This is land that has significant natural areas, unique habitats, geologic features or bodies of water, making it a critical area for land conservation.

She referenced where she lives on a diagram stating that any type of water issues/seepage/contamination, would come straight toward them, their well, and their fields. It would damage their property. She said that conflicts with what the County states. She asked what they could do to make a determination once and for all against an industrial site on the left or right of Argenta. She asked how to be notified when changes are being made.

Chair Niemioja commented that the 350-foot notice just came up at a recent City Council meeting. It is State mandated but expensive to send out letters. She mentioned that there is a way to sign up for notifications on the city website.

Ms. Schaefer replied the website sign up was a blanket notification for everything; the whole agenda, not what pertains to an area of interest. She said the land abuts industrial, the north, east, and southeast are completely residential. She commented that anyone who buys a house there knows the airport is close by. The noise was there before they were. She said there is industrial land zoned on the southern side of the city, it would be great to find out how much of that land is still available or what other commercial land has been developed that hasn't been successful. She said they request more of a buffer, not increased industrial encroaching into their neighborhood.

Ralph Taylor, 8334 Argenta Trail, said the agreement with Eagan is one he also sees because his property line is Eagan/Inver Grove Heights. He wants people to understand what is happening here. With traffic, he said people don't realize what is really happening with the interstate and interstate traffic. He mentioned that UPS was expanding and nobody is taking into consideration where that traffic is going. Eagan has said those would use Highway 149. He felt that was wrong. He said nobody is looking at the infrastructure it is taking to support the properties. He said he has been involved in the engineering of the watermain that is going in up to Auburn. He was unsure why Eagan would spend that kind of money to go 600 feet. That would be \$100,000 a year in water to Eagan. It would be for mixing windshield washer fluid at a facility. He said there would be 6 semis a day equaling 6,000 gallons of water a day they would use of infrastructure. He questioned who is paying for it. He felt nobody was looking at the big picture for the land, destroying their homes. He said the semis were not going to go up to Yankee Doodle and 149, they cut through. He said the city wasn't looking at buffers. He asked the Commission to think about what is being done out there. Every building over 4,500 square feet is required to be sprinkled. He suggested the city talk to the County.

Ms. Schaefer stated at the City Council meetings they hear about density ratios. She commented that taking out a residential area makes the problem worse. She recommends taking into account the residents, not an industrial developer who is not living in the city.

Commissioner Weber asked if he could step away from the Commission to sit out in the audience since he is abstaining.

Community Development Director Rand replied he technically should not be sitting at the dais if abstaining.

Sarah Meyer, 1712 82nd Street West, representing RM Ranch, said she also opposes. She has been at the ranch at least 30+ years. She said it is a great area. There are 60+ boarders who come from all over. She said adding an industrial building would change the look of the area. Once an area changes, the trees cannot be put back. She suggested having something else other than industrial that would just bring in traffic. She would like to keep it less traffic and to keep the rural look.

Jonathan Weber, 10394 Andrea Trail, shared that the property to the south was taken over in 2010 by his father; in 2023 he took it over himself and runs a green cemetery business. He said he worked with Industrial Equities on the property to the west of them to keep the grade low so it wasn't visible to residents to the east. He said their hill is well below some of the grade levels of the subject site. He was concerned that the property would sit prominently over everything else in the area. He commented that giant industrial buildings do not fit with the mentality of running a green cemetery business. He said keeping something everyone is saying is a buffer is something they want to look at as the agreement they made with Industrial Equities to keep the tree line. This plan looks like it would be within five feet from the property line and would consist of cement. He said that doesn't work well with their business. He referenced the statement regarding pipelines in the area and said a lot of the plans have pipes going through their cemetery area, which cannot be done due to burials. Because of that it would have to be re-routed which could cause issues in the surrounding area.

He addressed the snow dumping and said they were trying to refill their pond to make it a natural burial area; they are using snow to fill the pond back in. He apologized for the noise.

Mr. Mattson addressed the comments regarding utilities and said those are available on the southwest corner. There is an easement in place on the Industrial Equities site that goes all the way down. It would not be going through the natural cemetery.

He addressed another property in the area, Janssen, who has felt infringed upon by the Industrial Equities site and no longer believes it is an adequate site for residential due to the development that has happened in the area.

Ms. Schaefer responded to the last comment made by Mr. Mattson and said if the owner of that property doesn't feel it's a great place to live because of the industrial facility right next to him, that person is living it. She said that is what they do not want. She asked to keep the residential area residential.

Chair Niemioja closed the Public Hearing.

Planning Commission Discussion

Chair Niemioja stated the Commission is currently down to four members.

She said a point was well made by a resident who said that nothing has changed since the last time the City Council has viewed this. She was unsure how necessary it is to go through this change. She said the concept of having a buffer was really important. There seems to be a natural buffer; continuing to encroach would continue to change things. She was pleased residents said that some sort of development was fine. She said she lives near the new industrial area property and that most of her neighborhood opposed it at the time. Now that the development is in, they have been really great neighbors. She said there were unexpected consequences of the Fire Station coming in, which the area wanted, now they hear sirens and coyotes every time the alarms go off. She said it was tough to anticipate some of the issues that may come up. She was unsure if that justified enough for her to change this. She said she drives the road a lot, notices the semis. She said she wasn't inclined to see enough pros to see this change, or enough change in the city to justify the need.

Commissioner Clancy said the question the Commission is often asked to judge is what the practical difficulty was for; instating, re-instating, taking away, or doing something. After listening to residents speak and the information provided by staff, he said there is nothing in the way stating this cannot happen. He said he felt it would be foolish not to heed the input from the community the Commission is meant to represent. He said from an emotional standpoint, he knows where he would vote.

Chair Niemioja stated the standard for a comprehensive plan amendment is not practical difficulty.

Commissioner Heidenreich said he understands the emotional part, he wouldn't want to have a building in his neighborhood. He said it didn't appear to be an ideal property for residential because there is air traffic overhead, nearby facilities, and pollution being created that most families may not want to live underneath. He said it doesn't seem like an ideal area for residential. He commented that the current residents have the perfect wilderness. If only wanting residential, they may never have a neighbor which would be perfect. He wasn't sure that fits the needs of the city. He sees a need to change it but said he doesn't want to be a bad person, he doesn't want to have a commercial building in his back yard, but he has a business in Apple Valley. It's residential, he is in commercial, his business was there first. He said that the Commission sees this all the time. Nobody wants apartments, townhomes, or anything on undeveloped land. He sees both sides and thinks he would vote to accept the change.

Commissioner Challeen said this could or could not be a benefit to the residents and the City of Inver Grove Heights. She agrees that if built, people who work there would likely go to Eagan to do business. It would for tax base as a benefit. With that, she did not see it as a benefit to Inver Grove Heights. She said she has driven that road for years, there are semi's, this would make it worse. She said someone had mentioned infrastructure, she felt the term was correct, that road is risky on a good day in a car, with all the truck traffic, she didn't feel it was set up to handle another large industrial building.

Planning Commission Recommendation

Motion by Commissioner Clancy, second by Commissioner Challeen, to deny the request for a Comprehensive Plan Amendment to change the guided land use from LMDR, Low-Medium Density Residential, to GI, General Industrial, as part of the possible development of an approximate 200,000 square foot office/warehouse building.

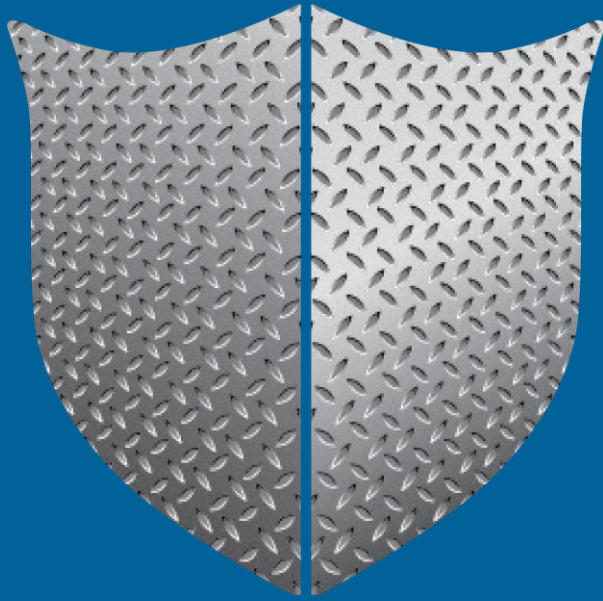
Motion carried (4/0). Abstain - Weber. This item goes before the City Council on March 13th, 2023.

5. OTHER BUSINESS

6. ADJOURN

Motion to adjourn the Planning Commission Meeting at 8:05 p.m.

Respectfully submitted, Sheri Yourczek, Recording Secretary



ENDEAVOR DEVELOPMENT

Application for a Comprehensive Plan Amendment on the southwest corner of Yankee Doodle Road and Argenta Trail for three parcels with PID numbers: 200070052030, 200070052041 & 200070052050.

April 24, 2023

Project Introduction

Endeavor Development ("Endeavor") is requesting an amendment to the City of Inver Grove Heights 2040 Comprehensive plan. The proposed amendment would re-guide three parcels of land (PID:20-00700-52-050, 20-00700-52-041 and 20-00700-52-030) from LMDR(Low-Medium Density Residential) to GI (General Industry).

As part of this request, Endeavor plans to develop a +/- 200,000 square foot building on the properties located at 7925-27 and 7985 Argenta Trail. Endeavor has successfully developed similar projects to our proposed Argenta Trail Business Center around the metro area. These buildings have been designed to attract a variety of tenants due their location, aesthetic design and build quality. A prime example of Endeavor's development model can be seen at Arbor Lakes Business Park, where tenants have operations that include: R&D, light manufacturing, clean room, showroom, office and warehouse space.

The project will provide many benefits to the City of Inver Grove Heights community. These benefits include: generation of jobs, bolstering the tax base, trail connectivity and additional day traffic to local retail.

Endeavor is kindly requesting your support of its Application to re-guide these parcels of land as part of its plans to develop a business center.

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● Project Spotlight	A.1
● Pilot Knob Business Center	A.2
● Yankee Doodle Business Center	A.3
● Highview 610 Business Center	A.4
● Character Images	A.5

Project Benefits

- Application makes guiding consistent with the surrounding area. Recent developments have changed the dynamic of the corner.
- Opportunity to put under utilized land into the tax base at its highest and best usage. Based upon other local industrial comps, Endeavor projects that the development will bolster the tax base by \$335,000 annually.
- The project will serve as a long-term employment center and is projected to create 100 jobs.
- Increase day traffic for The Argenta Hills Commercial District to help support more retail for the community.
- Project site falls within the MUSA and line and puts publicly funded civil investments to best usage.
- Providing an easement for the Dakota County Gateway Trail.

Project Renders



EXISTING ZONING: AGRICULTURAL

PROPOSED ZONING: PUD

ZONING INFORMATION PER NORTHWEST AREA OVERLAY DISTRICT

STANDARDS:

MINIMUM DENSITY (FAR)

BUILDING SETBACKS:

PARKING SETBACKS:

MAXIMUM IMPERVIOUS

SURFACE COVERAGE:

MAXIMUM BUILDING

COVERAGE:

MAXIMUM BUILDING HEIGHT:

REQUIREMENTS

0.25 FAR MINIMUM

30' FRONT YARD - 20' REAR YARD - 5' SIDE YARD

10' FRONT YARD - 5' REAR YARD - 5' SIDE YARD
((10' OR 20' MINIMUM SETBACK FROM E,R,P DISTRICTS))

70% MAXIMUM COVERAGE ON SITE

30% MAXIMUM BUILDING COVERAGE

(PER PUD ZONING CLASSIFICATION)

60' MAXIMUM HEIGHT

SITE DATA:

PROPOSED F.A.R.

29.95%

- (25% MIN.)

SITE AREA:

673,017 S.F. - 15.45 AC

IMPERVIOUS AREA:

424,924 S.F. - 9.75 AC (63.1%)

- (70% MAX)

PERVIOUS AREA:

248,093 S.F. - 5.70 AC (36.9%)

- (30% MIN.)

BUILDING COVERAGE:

201,600 S.F. (29.95%)

- (30% MAX)

PRESERVATION AREA:

191,198 S.F. (28.4%)

- (20% REQ.)

PARKING REQUIREMENTS:

COMMERCIAL/ OFFICE- 1 SPACE PER 200 SQ FT.

10-15A-3 SECTION J

INDUSTRIAL/ WAREHOUSE- 1 SPACE PER 2,000 SQ FT

10-15A-3 SECTION J

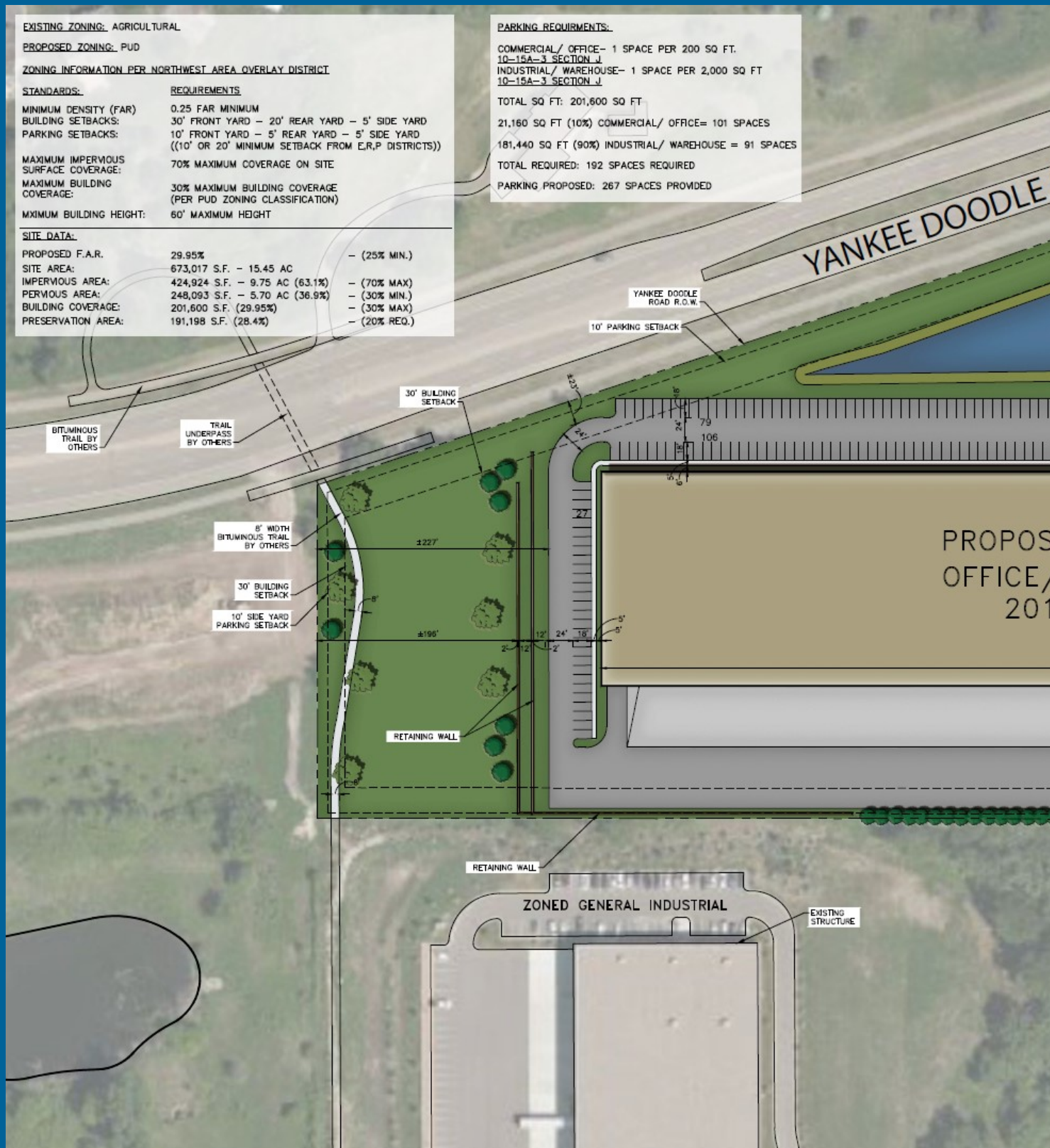
TOTAL SQ FT: 201,600 SQ FT

21,160 SQ FT (10%) COMMERCIAL/ OFFICE= 101 SPACES

181,440 SQ FT (90%) INDUSTRIAL/ WAREHOUSE = 91 SPACES

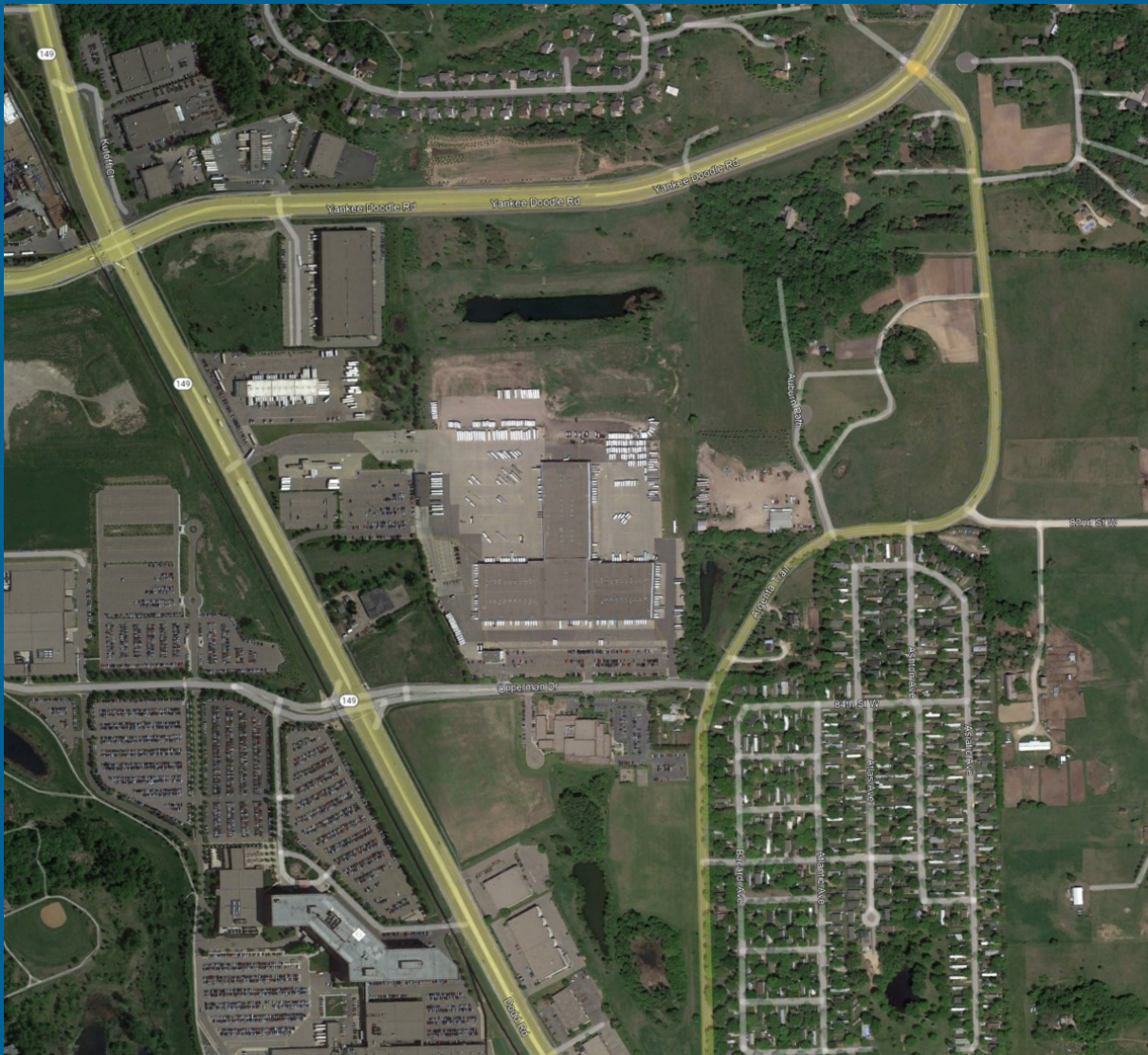
TOTAL REQUIRED: 192 SPACES REQUIRED

PARKING PROPOSED: 267 SPACES PROVIDED



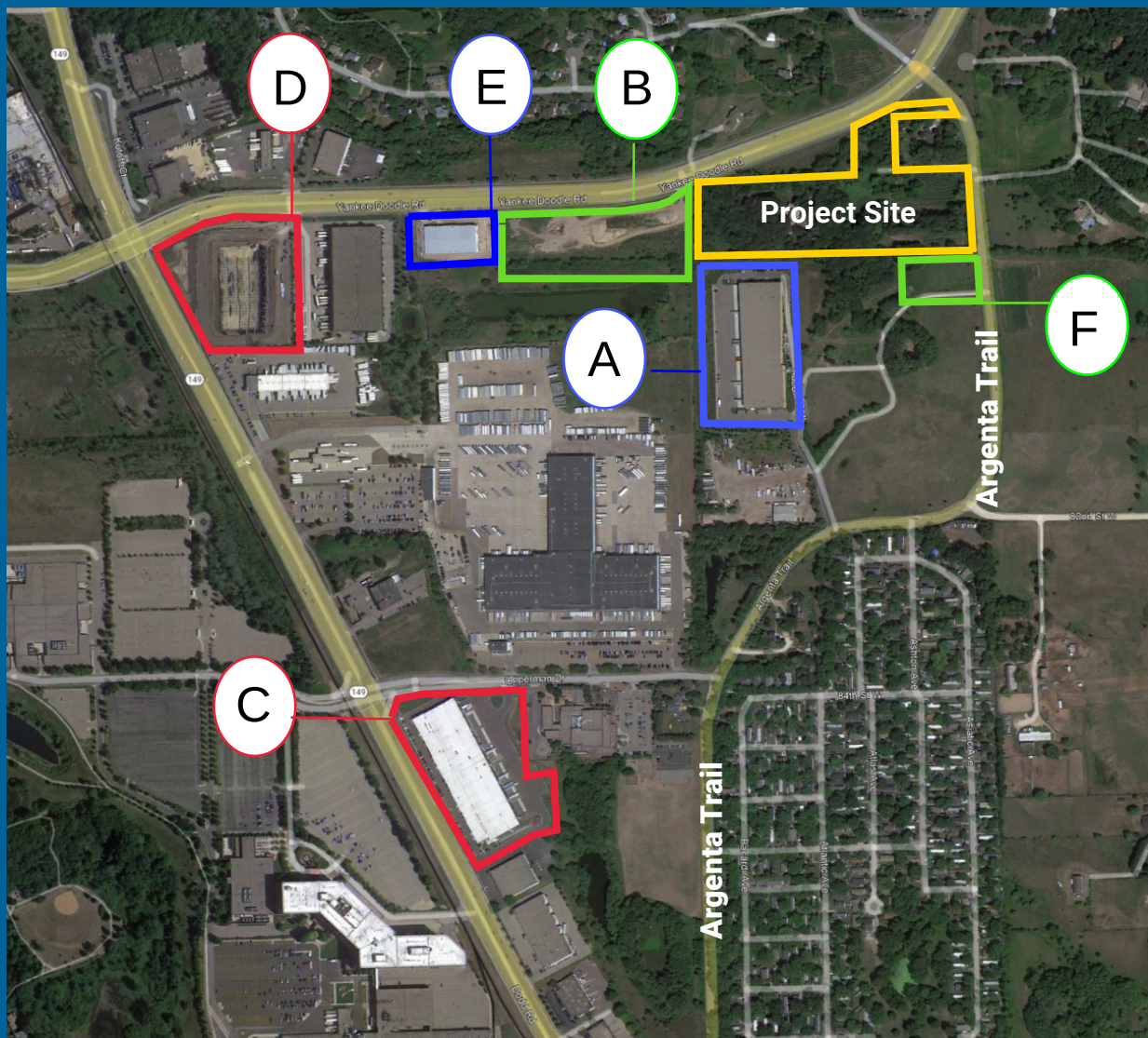


Aerial May 2010



Aerial

August 2021



Nearby Development

Parcel A

- 110,011 sq. ft. industrial building, built in 2018, Comp plan was amended for project.

Parcel B

- Former gravel mine that is being filled for development.

Parcel C

- 150,900 sq. ft. industrial building developed in 2019.

Parcel D

- 112,744 sq. ft. industrial building built in 2021.

Parcel E

- Self storage center built in 2021.

Parcel F

- Used as a regional snow storage lot.

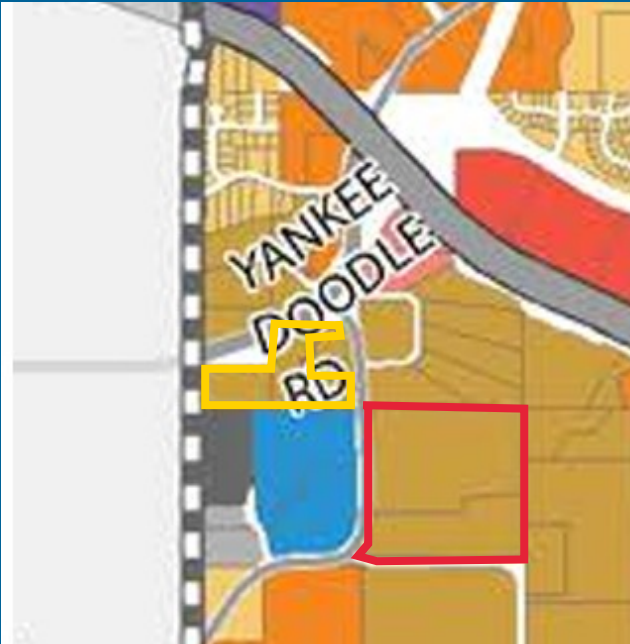
Aerial

August 2021



Property Comparison

2040 Comprehensive Plan



Aerial



2040 Planned Land Use

-  Low-Medium Density Residential
-  Medium Density Residential
-  Light Industrial
-  General Industrial
-  Public / Institutional

The Project Site and Comp Site A are depicted in the City of Inver Grove Heights 2040 Planned Land Use Map on the left and an aerial on the right.

The existing land use for these parcels is Vacant/Single Family Residential and both are guided for Medium Density residential in the 2040 Comp Plan.

Highest & Best Usage

The Project Site and Comp Site A are currently guided for Low-Medium Density Residential in the 2040 Comprehensive Plan. These parcels have sat vacant/under-utilized for many years. In this time frame, the dynamics of the Project Site have significantly changed, while Comp Site A has remained static.

While Comp Site A has remained static over the past 10 years, the highest and best use for the Project Site has changed. The Project Site's proximity to Yankee Doodle Road and commercial development have prevented it from being developed into Low-Medium Density Residential. In addition to these factors, the Project Site's geometry and scale are not suited to economically develop a residential project. For these reasons, the Project Site is among the last remaining residential guided land west of Argenta Trail and the highest and best use has changed to General Industrial.

To a prospective residential developer, Comp Site A is better suited for Low-Medium Density Residential development due its scale, location and guidance of surrounding properties. Additionally, Argenta Trail acts as a nature barrier for Comp Site A between commercial and residential guided properties. As a result, Comp Site A remains an excellent option for a prospective developer looking to develop residential in Inver Grove Heights.

Traffic Distribution



Traffic Summary

Overview

- Alliant Engineering completed a trip generation memorandum to document the trip generation potential of the Argenta Trail Business Center. Estimates were completed to determine the trip generation potential for the proposed development based on applicable trip generation rates in the Institute of Transportation Engineers Trip Generation Manual, 11th Edition (ITE TGM). The table below presents the expected amount of trips generated.

Land Use (ITE Code)	Size (sq ft)	AM Peak Hour Trips ⁽¹⁾			PM Peak Hour Trips ⁽¹⁾			Daily Trips		
		In	Out	Total	In	Out	Total	In	Out	Total
Warehousing (150)	181,602	24	7	31	9	24	33	155	156	311
General Office Building (710)	20,178	27	4	31	5	24	29	109	110	219
Total Trips		51	11	62	14	48	62	264	266	530

Source: Institute of Transportation Engineers Trip Generation Manual, 11th Edition

(1) Peak hour of the adjacent roadway network

Conclusions

- Minimal impacts are expected to the surrounding roadway network. The actual distribution of proposed development trips will be dependent on the origin/destination of business center users; however, it is anticipated that a large majority of development trips will utilize CSAH 28 (Yankee Doodle Road), with MN 55 and I-35E serving as more desirable routes for long-distance trips.
- Of the 10 percent of trips utilizing Argenta Trail, these trips will be entirely passenger vehicles. Trucks will be required to take a left turn out of the project. Signage will be placed on-site to ensure that truck traffic flows north.

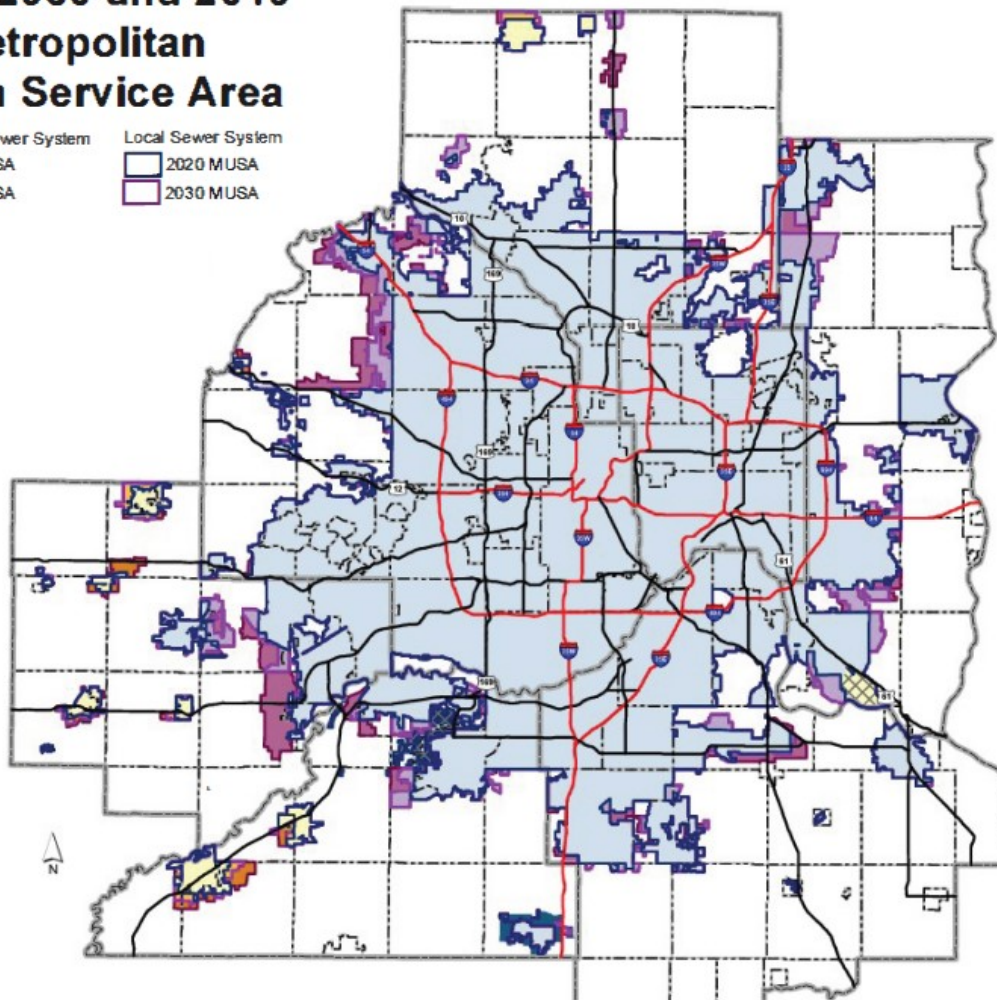
Utilization of Public Investments

- The project site lies within the Metropolitan Urban Service Area (MUSA line) and path of development.
- The project is in great proximity to public investments already made to water, sewer and major roadway/transportation assets.

2020, 2030 and 2040 Metropolitan Urban Service Area

Metropolitan Sewer System
2020 MUSA
2030 MUSA

Local Sewer System
2020 MUSA
2030 MUSA



Application Conclusion

Endeavor is kindly requesting your support of its application to re-guide three parcels of land (PID: 20-00700-52-050, 20-007000-52-041 and 20-00700-52-030) from low-medium density residential to General Industry, as part of Endeavor's plans to develop a +/- 200,000 square foot office/warehouse building on the property.

To summarize, Endeavor's Application to re-guide three parcels of land on the Southwest corner of Yankee Doodle and Argenta Trail will provide many benefits to the community including:

- Opportunity to bolster the tax base by \$335,000 annually
- A long-term employment center projected to create 100 jobs
- Increase day traffic for local retail
- Put publicly funded civil investments to their best usage
- Provide an easement for the Dakota County Gateway Trail

Thank you for your consideration.

Appendix



Project Spotlight



1



Highview 610 Business Center
Brooklyn Park, MN

Office/Warehouse
75,000 Square Feet

2



Pilot Knob Business Center
Mendota Heights, MN

Office/Warehouse
75,050 Square Feet

3



Yankee Doodle Business Center
Eagan, MN

Office/Warehouse
112,744 Square Feet

Project Spotlight

Pilot Knob

Location

2393 Pilot Knob Road
Mendota Heights, MN

Completion Date

Fall 2021

Size

75,050 SF

Clear Height

28'

Dock Doors

5

Project Type

Office/Warehouse

Developer

Endeavor Development

General Contractor

RJ Ryan



Pilot Knob Business Center is a 75,050 square foot office/warehouse facility located in Mendota Heights, MN. The building is strategically located off Highway 13 directly across from the Minneapolis-St. Paul International Airport with easy access to Interstate 494, Interstate 35E, Highway 13 and Highway 55 that connects it to all points of the Minneapolis-St. Paul metropolitan area.

Nearby amenities include hotels, restaurants, retail shopping and it is located less than 20 minutes from both downtown Minneapolis and St. Paul.

Project Spotlight

Yankee Doodle

Location

620 Yankee Doodle Road
Eagan, MN

Completion Date

Winter 2021

Size

112,744 SF

Clear Height

28'

Dock Doors

11

Project Type

Office/Warehouse

Developer

Endeavor Development

General Contractor

RJ Ryan



Yankee Doodle Business Center is a state-of-the-art, Class A, 112,744 square foot office/warehouse facility located in Eagan, MN. The facility features 28' clear height, 11 dock doors and a 120' deep truck court.

The building is strategically located off Yankee Doodle Road which has nearly 37,000 passing vehicles per day and easy access to Interstate 35E, Interstate 494 and Highway 55. It is also less than a mile from Thomson Reuters' headquarters (6,000+ employees), less than 3 miles from Viking Lakes and has multiple nearby amenities including hotels, restaurants and retail shopping.

Project Spotlight

Highview 610

Location

9501 Louisiana Avenue
Brooklyn Park, MN

Completion Date

Fall 2021

Size

75,000 SF

Clear Height

28'

Dock Doors

8

Project Type

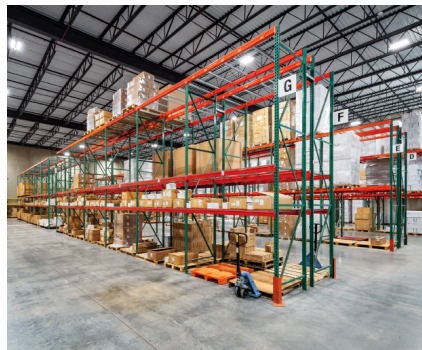
Office/Warehouse

Developer

Endeavor Development

General Contractor

RJ Ryan



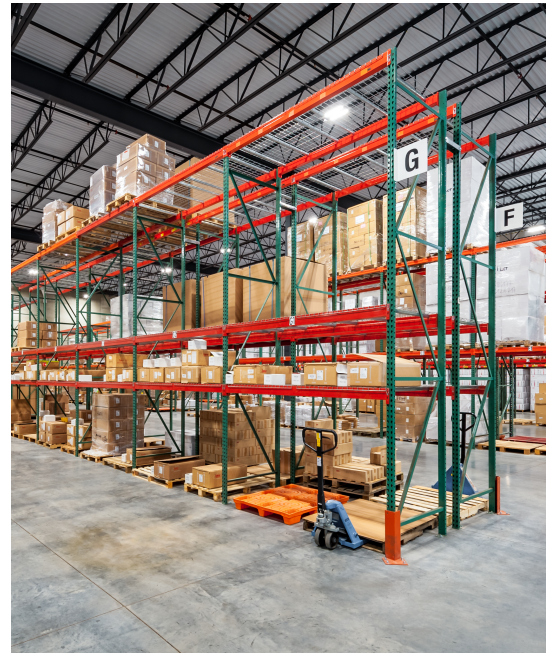
Highview 610 Business Center is a Class A, state-of-the-art industrial facility totaling 75,000 square feet. It is located in a mature business park setting in Brooklyn Park, MN and houses three (3) diversified tenants.

Highview 610 benefits from its great location. It has direct access to two major highways and is only two blocks from the future Bottineau light rail stop.

Character Exterior Images



Character Interior Images





Request for Council Action

SUBJECT: **Second Reading of Ordinance Amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions**

MEETING DATE: April 24, 2023

ITEM TYPE: Regular Business

CONTACT: Allan Hunting, City Planner, 651.450.2554
 Bridget Nason, City Attorney

ACTION REQUESTED

The Council is asked to consider the second reading of an ordinance amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions.

BACKGROUND

Title 11 of the Inver Grove Heights City Code establishes subdivision regulations for the City. The purposes of these subdivision regulations include:

- A. Safeguarding the best interests of the public, the homeowner, the subdivider, and the investor;
- B. Encouraging well planned subdivisions by the establishment of adequate standards for design and construction; and
- C. In order that new subdivisions will be integrated in the general plans of the city, thereby contributing toward an attractive, orderly, stable and wholesome community environment with adequate municipal services and safe streets.

In order to achieve these purposes, in certain instances, an application for subdivision may not be ripe for approval. To best protect the City's interests and ensure development occurs in an orderly manner, it is recommended that the City Council consider an ordinance adding clear criteria and grounds for determination that a subdivision is premature. The attached ordinance amends the City's subdivision ordinance to add specific grounds for determining that an application for subdivision is premature, and further clarifies that if a subdivision is premature, the subdivision application may not be approved. The attached second reading version of the ordinance contains no substantive changes from the first reading version.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends approval of the second reading of the attached ordinance, amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions.

ATTACHMENTS

1. Ordinance Amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 11,
CHAPTER 1, ADDING SUBDIVISION 8 PROHIBITING PREMATURE SUBDIVISIONS**

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

Section One. Amendment. Title 11, Chapter 1 of the Inver Grove Heights City Code is hereby amended to add Subdivision 8 (11-1-8) as follows:

11-1-8: PREMATURE SUBDIVISION PROHIBITED:

A. Any proposed subdivision deemed premature for development may not be approved by the City Council. The burden of proof shall be on the subdivider to demonstrate to the City Council that the proposed subdivision is not premature. A subdivision may be deemed premature if any of the following conditions exist:

1. Inconsistent with the Comprehensive Plan. A proposed subdivision may be deemed premature if it is inconsistent with the goals, policies, phasing or other requirements of the Comprehensive Plan. Application for a Comprehensive Plan Amendment may be made concurrently with an application for subdivision approval; however, a subdivision application will not be considered for approval by the City Council until and unless any necessary Comprehensive Plan Amendment is approved by the City Council.

2. Inconsistent with the Capital Improvement Plan. A proposed subdivision may be deemed premature if it is inconsistent with the City's Capital Improvement Plan if public improvements, facilities, or services necessary to accommodate the proposed subdivision would not be completed within two (2) years of the date of application unless otherwise extended by the City Council.

3. Lack of Adequate Water Supply. Unless guided as Rural Residential by the Comprehensive Plan, a proposed subdivision may be deemed premature if municipal water is not available to adequately serve the proposed subdivision. Available and adequate service shall mean existing or readily extended; capable of meeting the demands for pressure, fire flow, and system head loss for the subdivision proposed without adverse impacts to the City's existing water supply system; and funded consistent with the phasing in the Comprehensive Plan, the Capital Improvement Plan, and any relevant city ordinances, plans and policies. If guided as Rural Residential by the Comprehensive Plan, a proposed subdivision shall be deemed premature if a private well(s) cannot be suitably located and permitted to adequately serve the proposed subdivision.

4. Lack of Adequate Waste Disposal System. Unless guided as Rural Residential by the Comprehensive Plan, a proposed subdivision may be deemed premature if the municipal sanitary sewer is not available to adequately serve the proposed subdivision. Available and adequate service shall mean existing or readily extended; capable of meeting the demands for capacity for the subdivision proposed without adverse impacts to the City's existing sanitary sewer system; and funded consistent with the phasing in the Comprehensive Plan, the Capital Improvement Plan, and any relevant city ordinances, plans and policies. If guided as Rural Residential by the Comprehensive Plan, a proposed subdivision shall be deemed premature if a private subsurface sewage treatment system cannot be suitably located and permitted to adequately serve the proposed subdivision.

5. Lack of Adequate Streets. A proposed subdivision may be deemed premature if streets to serve the proposed subdivision are not available. Available shall mean existing or readily extended; capable of meeting the demands for traffic without adverse impacts to the existing public roadway network; and funded consistent with the phasing in the Comprehensive Plan, the Capital Improvement Plan, and any relevant city ordinances, plans and policies. In addition, a proposed subdivision may be deemed premature if the traffic volume generated by the proposed subdivision would create a hazard to public safety and general welfare or create unacceptable levels of congestion on existing or proposed streets as determined by the City Engineer.

6. Lack of Adequate Drainage. A proposed subdivision may be deemed premature if municipal or private surface water management facilities are not available to adequately meet minimum local, watershed and state treatment requirements including downstream infrastructure to manage stormwater. Available and adequate service shall mean existing or readily constructed; capable of meeting the demands for flow capacity and flood protection for the subdivision proposed without adverse impacts to the City's existing storm sewer system; and funded consistent with the phasing in the Comprehensive Plan, the Capital Improvement Plan, and any relevant city ordinances, plans and policies. In addition, a proposed subdivision may be deemed premature where flood plains, poor soils or steep slopes exist in such a manner as to preclude adequate site drainage or treatment of surface water runoff.

7. Inconsistent with State Environmental Review. A proposed subdivision may be deemed premature if it is inconsistent with the rules and policies of the Minnesota Environmental Quality Board, as may be amended.

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

Passed in regular session of the City Council of the City of Inver Grove Heights on the ____ day of _____, 2023.

CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: Second Reading of Ordinance Amending City Code to Allow Police Cadets to Issue Certain Citations

MEETING DATE: April 24, 2023
ITEM TYPE: Regular Business
CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to consider the second reading of the attached ordinance, amending Title 1, Chapter 4, Section 4 and Title 7, Chapter 5, Section 1 of the City Code, to authorize Police Cadets to issue citations for certain violations of state statute and the City Code.

BACKGROUND

The City Code currently authorizes various city employees, including police officers and community service officers, to issue citations for violations of certain state statutes and provisions of the City Code.

In recent years, the Police Department has replaced the position of Community Service Officers with Police Cadets, who are part-time, uniformed employees of the City.

To assist the Police Department with enforcement of city code and state statute provisions related to parking restrictions, expired vehicle registration on a parked car or abandoned vehicle, animal control and park regulations, the Police Department is seeking the ability to have Police Cadets issue citations for these types of violations. The attached ordinance would add Police Cadets to the list of city employees authorized to issue citations for various violations of the City Code and state statutes.

Examples of City Code provisions that cadets may write a citation for include the following:

Violation	City Code Section	Level of Offense
Animal Running at Large	5-4-8	Misdemeanor
Keeping of Unvaccinated Dog	5-4-3	Misdemeanor
Vehicle Parked in Park After Hours	7-5-2	Misdemeanor
Winter Parking Violation	6-3-6	Misdemeanor
Parking More Than 20 Hours	6-3-14	Petty Misdemeanor

The attached ordinance is identical to the version presented to the Council for a first reading at the April 10 Council Meeting.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends approval of the second reading of the attached ordinance.

ATTACHMENTS

1. Ordinance Amending City Code to Authorize Police Cadets to Issue Citations for Certain Violations of State Statutes and City Code Provisions

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 1,
CHAPTER 4, SECTION 4, AND CITY CODE TITLE 7, CHAPTER 5, SECTION 1
TO ALLOW POLICE CADETS TO ISSUE CITATIONS FOR CERTAIN VIOLATIONS
OF STATE STATUTE AND THE CITY CODE**

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

Section One. Amendment. Inver Grove Heights City Code Title 1, Chapter 4, Subdivision 4 (1-4-4) is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

A. Licensed peace officers are hereby authorized to issue citations for violations of state law and for violations of this code.

B. Part time peace officers are hereby authorized to issue citations for violations of state law and for violations of this code.

C. Community service officers are hereby authorized to issue citations for violations of state law and violations of this code.

D. Police cadets are hereby authorized to issue citations for violations of state law and of this code related to parking restrictions, expired vehicle registration, animal control regulations, and park regulations.

ED. The electrical inspector, the plumbing inspector, the mechanical inspector, the building official, the fire chief, the fire marshal, and the fire inspectors are hereby authorized to issue citations for violations of the state building code, the state fire code, the city building code, the city fire code, the state plumbing code, the city plumbing code, the state electrical code, and the city electrical code. (1974 Code § 115.11; amd. 2008 Code)

FE. The code compliance specialist is hereby authorized to issue citations for violations of this code. (Ord. 1193, 7-27-2009)

GF. The weed inspector and deputy weed inspector are hereby authorized to issue citations for violation of those provisions of state law and this code that relate to control, elimination and prevention of weeds.

HG. The city forester is hereby authorized to issue citations for violations of those provisions of state law and this code that relate to control, elimination and prevention of tree and plant disease. (1974 Code § 115.11; amd. 2008 Code)

Section Two. Amendment. Inver Grove Heights City Code Title 7, Chapter 5, Subdivision 1 (7-5-1) is hereby amended to read as follows. The underlined text shows the language added to the code:

N. Prohibited Conduct; Penalty: It is unlawful for any person to engage in an act or in any behavior prohibited by this chapter. Violation of any provision of this chapter is

a misdemeanor and may be punished as provided in title 1, chapter 4 of this Code. Individuals who fail to comply with the rules and regulations in this chapter may be excluded from the use of the park where the violation occurred. The provisions of this chapter may be enforced by City authorized peace officers, officers of the Dakota County Sheriff's Office, community service officers, police cadets, and other authorized licensed peace officers.

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

Passed in regular session of the City Council of the City of Inver Grove Heights on the ____ day of _____, 2023.

CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Approval of Contract with Stantec for the Preliminary and Final Design of City Project No. 2023-03 - Water Treatment Plant Rehabilitation Improvements**

MEETING DATE: April 24, 2023

ITEM TYPE: Regular Business

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a contract with Stantec for the preliminary design report and phase 1 final design for City Project No. 2023-03 - Water Treatment Plant Rehabilitation, and authorizing related expenditures.

BACKGROUND

In late January of 2023, the City of Inver Grove Heights received a notice of violation from the Minnesota Department of Health indicating the radium concentrations in the City's treated water exceeded the Maximum Contamination Level set by the Environmental Protection Agency. While the levels were not considered an immediate danger to public health, it did trigger a public notification to our water customers and requires that the City undertake a plan of action to bring the Water Treatment Plant back into regulatory compliance.

While City utility staff have worked to moderate the radium levels in the short-term through chemical treatment modifications, a long-term filter media and chemical treatment upgrade at the Water Treatment Plant is needed. The City has included upgrades to the filter media at the Water Treatment Plant in the 2023-2027 Capital Improvement Plan, with preliminary design scheduled for 2023, and construction scheduled for 2024. The recent notice of violation has accelerated this timeline for preliminary and final design efforts.

To accelerate the preliminary design effort, staff elected to perform a "closed solicitation" for engineering proposals, where the request for proposals was issued to three specific consulting firms that have past experience working on the water supply system in Inver Grove Heights. The three firms solicited include:

- Bolton & Menk
- Short Elliot Hendrickson (SEH)
- Stantec

Proposals were due on April 5, 2023, evaluated on a qualification basis, and ranked on several technical criteria. The evaluation panel included the Public Works Director, Utility Superintendent, Water Treatment Plant Operator, and the Utility Superintendent from the City of Eagan. The recommendation of the evaluation panel is that Stantec is the most qualified firm. Stantec is the

successor firm to the consultant who designed the original Water Treatment Plant (1998) and its subsequent expansion (2006). Their consultant staff have experience working with City of Inver Grove Heights Water Treatment Plant on past facility improvements. Staff believe that Stantec is the best suited firm to provide the necessary preliminary technical review of the Water Treatment Plant needs, and perform a "phase 1" design for improvements to the water filter and chemical treatment systems under an accelerated schedule.

Stantec's proposed fee for the preliminary and "phase 1" final design effort is \$84,980, and staff are recommending including a 15% contingency (\$12,750) to account for potential changes in scope, and to address potential bidding and procurement challenges that may arise through the final design and bidding stage (i.e., potential need for City to procure materials in advance of contractor bidding to accelerate construction).

Staff is also requesting that the Council approve the use of up to \$30,000 to perform "pilot testing" of treatment chemical dosing and filtration material as part of the preliminary design effort, to identify the most efficient implementation of proposed improvements. While Stantec is able to provide pilot testing, they have indicated that many of the chemical and filter media manufacturers offer this testing as a lower rate, but the specific type and duration of each test will not be known until further data can be collected in the preliminary design phase. To ensure the implementation of pilot testing can commence in a timely manner and not delay the design review, this additional request gives staff the authorization to work with Stantec and potential chemical and filter media manufacturers to contract for and schedule pilot testing in conjunction with the preliminary design review phase of this project.

FISCAL IMPACT

The total contract value with Stantec for this project is \$97,730. The additional \$30,000 authorization for staff to contract for pilot testing brings the total cost of the preliminary design and phase 1 final design to \$127,730. The City had budgeted up to \$300,000 for preliminary and final design associated with the Water Treatment Plant rehabilitation in 2023, funded through the Water Capital Fund (Fund 511). As such, the current request is within the original budget for the work.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution Awarding Contract to Stantec

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

**RESOLUTION ACCEPTING PROPOSAL FOR PRELIMINARY DESIGN REPORT AND
PHASE 1 FINAL DESIGN FROM STANTEC FOR CITY PROJECT NO. 2023-03 – WATER
TREATMENT PLANT REHABILITATION IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2023-2027 Capital Improvement Plan, design of the rehabilitation of the Water Treatment Plant was proposed to occur in 2023, and construction of the improvements to occur in 2024; and

WHEREAS, the City received a notice of violation from the Minnesota Department of Health on January 30, 2023, indicating that the radium concentrations in the City's treater water exceeded the Maximum Concentration Level set by the Environmental Protection Agency; and

WHEREAS, staff requested proposals from qualified engineering firms for compilation of a preliminary design report and phase 1 final design for the Water Treatment Plant Rehabilitation Improvements (City Project No. 2023-03), to focus the first phase of improvements at the Water Treatment Plant on remediation of the radium concentrations within the City's water system; and

WHEREAS, proposals for the preliminary design report and phase 1 final design were received from Bolton & Menk, Short Elliot Hendrickson (SEH), and Stantec; and

WHEREAS, as detailed in the request for proposals, the rating and selection of a consulting firm would be qualification-based; and

WHEREAS, staff has reviewed the proposals and believes Stantec is the most qualified firm to perform the preliminary design report and phase 1 final design for the Water Treatment Plant Rehabilitation improvements; and

WHEREAS, staff believe the utilization of pilot testing of treatment chemical dosing and filter material in conjunction with the preliminary design phase of this effort will result in the selection of the most efficient and cost-effective treatment process for radium removal as part of the Water Treatment Plant rehabilitation.

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

1. Stantec's proposal in the amount of \$84,980.00 is hereby accepted for the preliminary design report and phase 1 final design for Project No. 2023-03 – Water Treatment Plant Rehabilitation improvements.
2. The Public Works Director is authorized to direct the use of contingency funds up to 15% of the proposal amount (\$12,750.00) for changes in scope that may occur through the preliminary design, final design, and bidding phases of the project work.

3. The Mayor and Clear are hereby authorized and directed to enter a Professional Services Agreement with Stantec Consulting Services, Inc. for Project No. 2023-03 in the not-to-exceed amount of \$97,730.
4. The Public Works Director is authorized to direct the use of funds up to \$30,000 to contract with Stantec and/or chemical and filter media manufacturers and distributors to perform pilot testing of chemical and filter media treatment methods in conjunction with the preliminary design review phase of the project work.
5. The costs for these services will be funded through the Water Capital Fund (Fund 511), in the total amount of \$127,730.

Adopted by the City Council of the City of Inver Grove Heights this 24th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Amending Application and Contract for FY 2022 Host Community Grant with MN Department of Employment and Economic Development (DEED)**

MEETING DATE: April 24, 2023

ITEM TYPE: Regular Business

CONTACT: Heather Rand, Community Development Director, 651.450.2546

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing submittal of an amended application to the Minnesota Department of Employment and Economic Development (DEED) for the FY 2022 Host Community Economic Development Grant Program to reflect an increase in the size of the grant project area.

BACKGROUND

Every year the City of Inver Grove Heights is allowed, per state statute, to apply to the Minnesota Department of Employment and Economic Development (DEED) for up to \$415,625 in grant funds that may be used to acquire blighted property and/or make public improvements that directly impact the growth of good paying jobs and tax base in the city and state. The cities of IGH and Burnsville are eligible for such funds due to the potential affects of being home to mixed municipal household waste landfills. This grant program is called Host Community Economic Development Program (HCEP) grants.

In December 2021, for state FY 2022 HCEP grant dollars, the City Council approved a grant application with a project area including only the 6500 Block of Concord, where Republic Services/BFI is the only current land owner other than the City. Republic had indicated a potential interest in selling their parcels to the City before June 2023. However, purchase of those properties does not seem imminent and the grant dollars must be utilized before the end of the state's fiscal year, which is June 30, 2023.

To provide greater flexibility in utilizing the 2022 allocation of HCEP funds before the end of the state's fiscal year, Community Development staff and DEED staff suggest an amendment to the grant application and grant awarded contract agreement that would increase the grant project area to include a handful of additional parcels of land that are in close proximity to the 6500 Block of Concord Boulevard. These additional parcels also border parcels currently owned by the City for redevelopment purposes. A new project area map has been developed that illustrates the expanded grant project area and it is attached for Council review and consideration. Other than the project area increasing, all other terms of the existing approved grant application and grant contract agreement would remain in effect.

FISCAL IMPACT

The HCEP grant dollars may be used for expenses that are incurred by the City for land acquisition, or as contributions or matches to county, state and federal grants that fund the contamination investigation and clean up of land parcels, and/or fund public infrastructure that supports project area specific economic development growth.

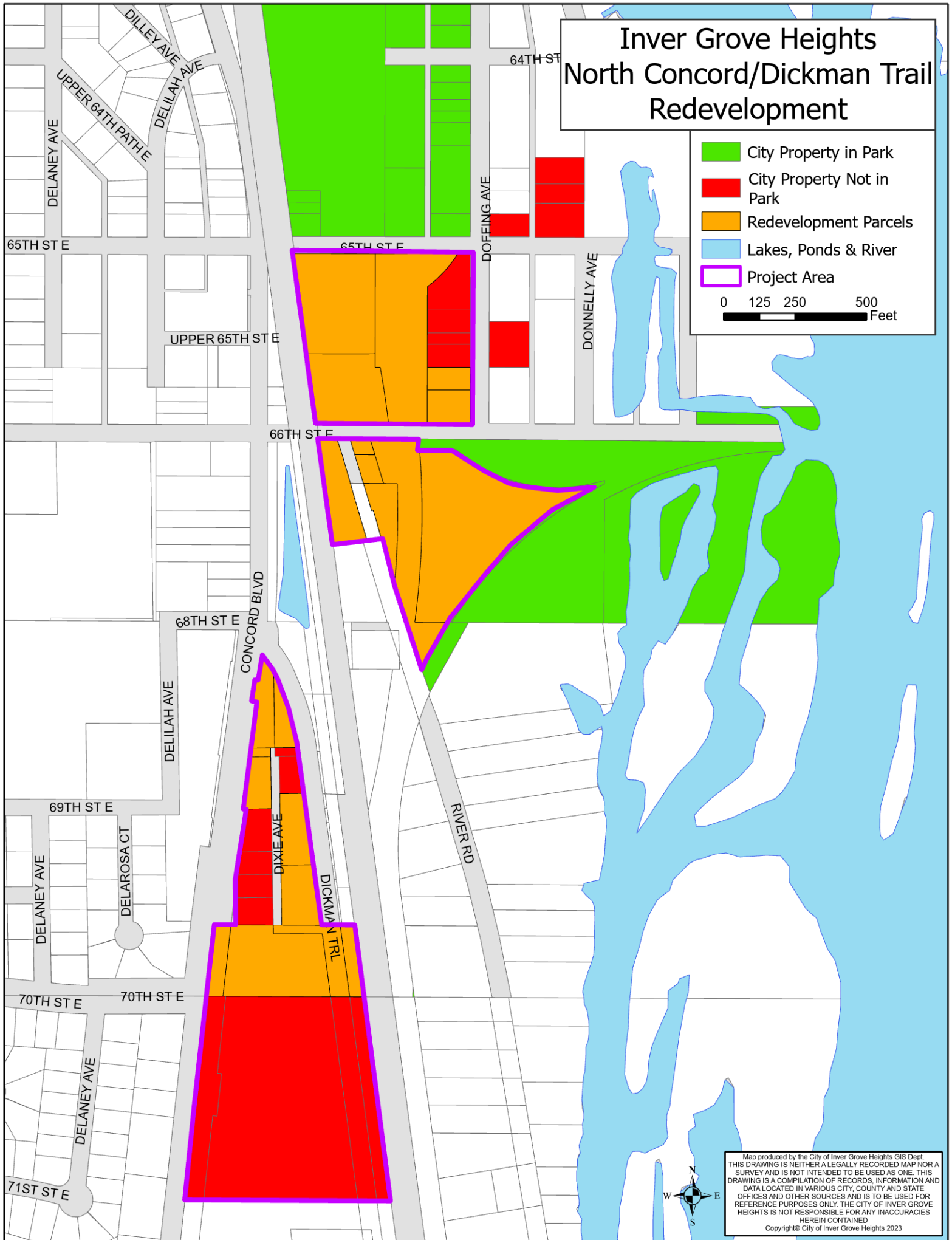
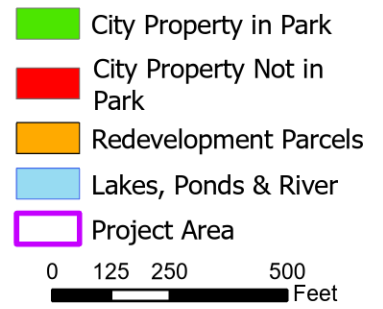
RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Expanded Project Area Map
2. Resolution

Inver Grove Heights North Concord/Dickman Trail Redevelopment



Map produced by the City of Inver Grove Heights GIS Dept.
 THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A
 SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS
 DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND
 DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE
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**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. _____**

**RESOLUTION APPROVING THE SUBMITTAL OF AN AMENDED APPLICATION
AND EXECUTION OF UPDATED GRANT CONTRACT OF A STATE FY 2022 HOST
COMMUNITY GRANT PREVIOUSLY AWARDED BY THE MINNESOTA
DEPARMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (DEED) FOR
\$415,625**

WHEREAS, the City of Inver Grove Heights is defined as a Host Community under Minnesota Statute §116J.548, and as such may apply annually for Host Community Economic Development Program (HCEP) grant funds, and

WHEREAS, the city submitted to DEED a grant application for Host Community Economic Development Program Funds (HCEP) on December 13, 2021, such grant fund project application area defined as being the 6500 block of Concord Boulevard and the project defined as city/EDA parcel acquisition to advance redevelopment in the North Concord Boulevard and Riverfront area of the city of Inver Grove Heights, and

WHEREAS, DEED approved such grant application and executed a grant contract with the city in February 2022, and

WHEREAS, the afore stated grant funds per the terms of the grant contract, must be utilized before the end of the state's fiscal year on June 30, 2023, and the DEED fund authorization for land parcel acquisition by the city and its EDA on the 6500 block of Concord Boulevard, may take longer than June 30, 2023, and

WHEREAS, there are other parcels located in very close proximity to the 6500 Block of Concord Boulevard, that have been offered for sale to the city and its EDA, and DEED is amenable to amending its grant contract for FY 2022 to provide for an expanded grant project area for the purpose of utilizing FY 2022 awarded grant funds in an expanded project area as part of an ongoing city and DEED multi-year, land assembly project that has an ultimate goal of advancing redevelopment that will grow tax base and good paying jobs in the immediate area by the 6500 block of Concord Boulevard and the surrounding Mississippi riverfront.

NOW, THEREFORE BE IT RESOLVED that the City of Inver Grove Heights acting as the legal Sponsor for projects contained in an amended Host Community Grant Program application to be submitted to DEED on April 25, 2023, that the city respectfully requests DEED's approval of the amended grant project area to include not only the 6500 Block of Concord, but also parcels in the immediate vicinity on 6500 Block of Concord Boulevard and on Dickman Trail.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has not violated any Federal,

State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its amended application by the State, the City of Inver Grove Heights may enter into an amended grant contract agreement with the State of Minnesota for the above referenced projects, and that the City of Inver Grove Heights certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the City Clerk are hereby authorized to execute such amended grant contract agreement with DEED referred to as HCEP-22-0001-Z-FY22, as necessary to implement the project on behalf of the applicant, the city of Inver Grove Heights.

Adopted by the City Council of the City of Inver Grove Heights on April 24, 2023.

Ayes:

Nays:

CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich

Its: Mayor

Attested:

By: _____

Rebecca Kiernan

Its: City Clerk



Request for Council Action

SUBJECT: **Resolution Authorizing Application for FY 2023 Host Community Grant with MN Department of Employment and Economic Development**

MEETING DATE: April 24, 2023

ITEM TYPE: Regular Business

CONTACT: Heather Rand, Community Development Director, 651.450.2546

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing submittal of an application to the Minnesota Department of Employment and Economic Development (DEED) for an FY 2023 Host Community Economic Development Grant for the purpose of supporting the continued land assembly in the North Concord Boulevard and Dickman Trail area near the Mississippi riverfront.

BACKGROUND

State statute allows the City of IGH to apply annually for up to \$415,625 in Host Community Economic Development Program (HCEP) grant funds that may be utilized to advance economic development in the community that will grow the city's tax base and support the growth of good-paying jobs. In past years, funds have been spent on redeveloping Broderick Boulevard to support the growth of the Arbor Pointe Commercial District, and for land acquisition, site prep and actual park equipment and related park development at Heritage Village Park and the new Vista Pines Park.

For many years, the grant funds have been utilized for the acquisition of land parcels and improvement of such in the Heritage Village Park, Concord Boulevard and Dickman Trail area as part of a larger riverfront redevelopment effort. This year, DEED staff made clear to City staff that the 2023 HCEP grant application project must be development or redevelopment related and not park or roadway development. As such, staff have drafted the application for the state FY 2023 DEED HCEP grant with the proposed project being parcel acquisition and site sale preparation for a project area located on North Concord Boulevard and on Dickman Trail (see attached project map). As demonstrated on the map, the City, utilizing DEED HCEP funds awarded in previous years, has already made great strides in land assembly for future redevelopment. Completing land assembly will allow for the City's efforts to move forward to site contamination investigation and clean up, all in preparation for land sales to the private sector that will drive economic growth in the city.

DEED requested the grant application be submitted before the end of this month and are supportive of the project area and scope. If the grant is approved by DEED, the City will have until June of 2024 to expend the grant funds.

NOTE: The actual Grant Application document was not finalized as of the publishing of this agenda packet. It will be emailed to Council members and added as an attachment to the public packet prior to the close of business on Friday, April 21.

FISCAL IMPACT

This grant would provide additional funds for the City to utilize for economic development and redevelopment activities within the project area.

RECOMMENDATION

Staff recommends approval of the Resolution authorizing submission of the grant application.

ATTACHMENTS

1. Resolution - IGH MN DEED HCEDP Grant 2023
2. Project Area Map for North Concord & Dickman Trl Redev Project
3. 6.G. 2023 DEED HCEP Grant Application

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

**RESOLUTION APPROVING THE SUBMITTAL OF AN APPLICATION AND THE
EXECUTION OF GRANT CONTRACT FOR A MINNESOTA DEPARTMENT OF
EMPLOYMENT AND ECONOMIC DEVELOPMENT (DEED) FY 2023 HOST
COMMUNITY GRANT (HCEP) FOR \$415,625**

WHEREAS, the City of Inver Grove Heights is defined as a Host Community under Minnesota Statute §116J.548, and as such may apply annually for Host Community Economic Development Program (HCEP) grant funds.

NOW, THEREFORE BE IT RESOLVED that the City of Inver Grove Heights act as the legal Sponsor for project contained in a Host Community Grant Program application to be submitted to DEED on April 25, 2023, referred to as the North Concord and Dickman Trail Area Project, and that the city's Community Development Director Heather Rand is the authorized official making application on the behalf of the city to the Department of Employment and Economic Development for funding this project on the behalf of the city of Inver Grove Heights.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of the application by the State, the City of Inver Grove Heights may enter into a grant contract agreement with the State of Minnesota for the above referenced project, and that the City of Inver Grove Heights certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the City Clerk are hereby authorized to execute such grant contract agreements as necessary to implement the project on behalf of the applicant, the city of Inver Grove Heights.

Adopted by the City Council of the City of Inver Grove Heights on April 24, 2023.

Ayes:
Nays:

CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich

Its: Mayor

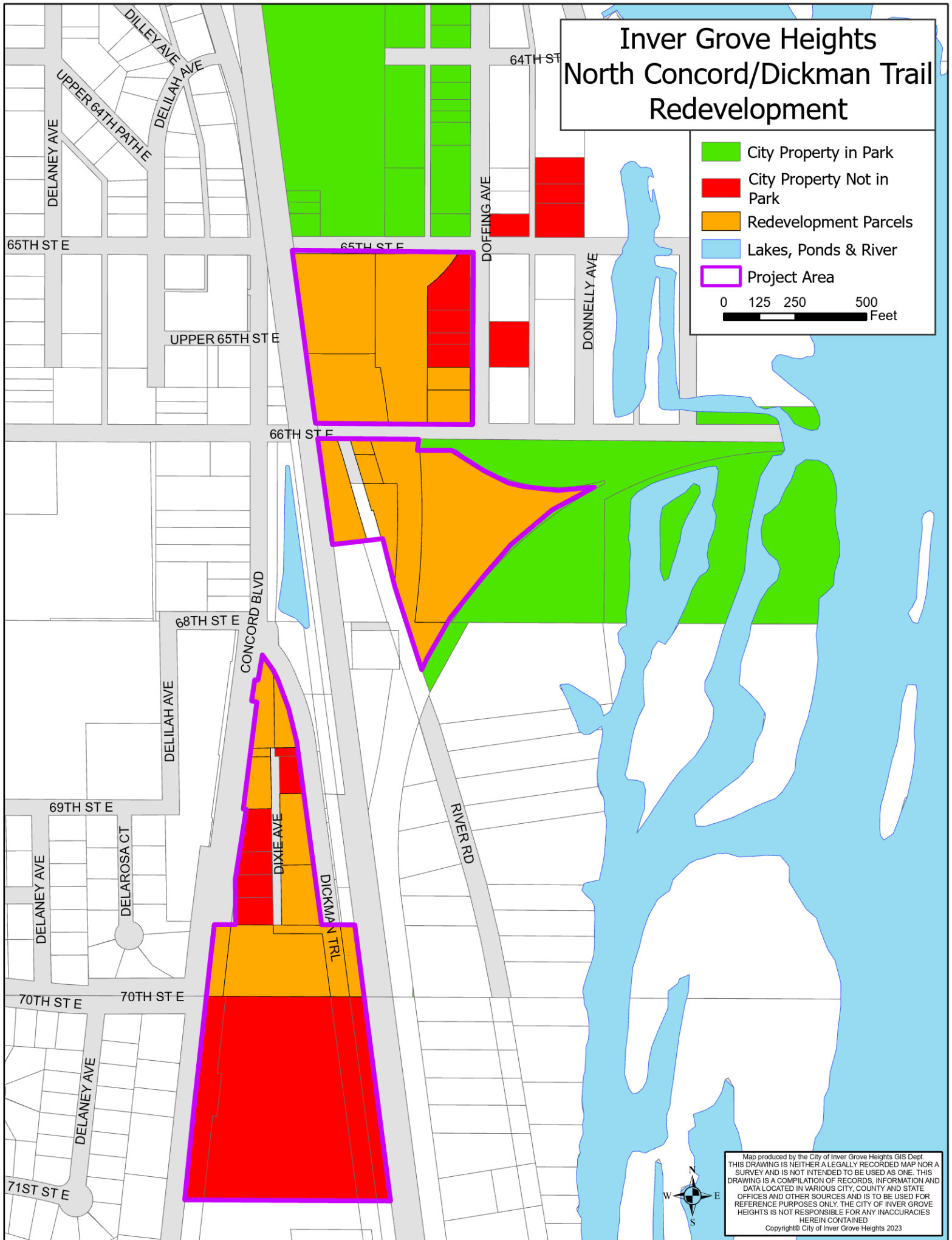
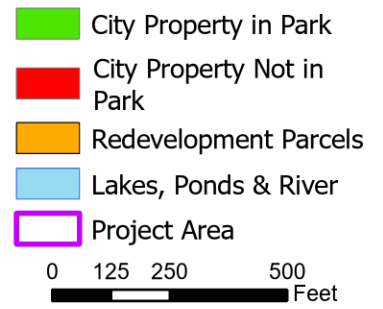
Attested:

By: _____

Rebecca Kiernan

Its: City Clerk

Inver Grove Heights North Concord/Dickman Trail Redevelopment



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MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

**First National Bank Building
332 Minnesota Street, Suite E200
St. Paul, Minnesota 55101
Brownfields and Redevelopment Unit
651-259-7449
1-800-657-3858**

HOST COMMUNITY ECONOMIC DEVELOPMENT GRANT APPLICATION**INTRODUCTION/DEFINITIONS**

FUNDING AVAILABILITY: Available funding amounts vary, depending on Legislative appropriation. According to Legislative requirement, DEED must allocate available money between Host Communities as evenly as practicable.

DEADLINES/REQUIREMENTS: A Host Community can submit a grant application at any time. **Completed applications and supporting documentation (2 copies)** must be submitted to DEED's Office of Brownfields and Redevelopment to be considered for funding. **NOTE: Electronic copies will not be accepted** in place of paper. **Please fill out the entire application.**

ELIGIBLE PROJECT: Means a development or redevelopment project that will generate economic development within a Host Community.

ECONOMIC DEVELOPMENT: Means job creation, an increase in the tax base, and the capacity of the project to attract private investment at a minimum.

ELIGIBLE APPLICANTS: Are Host Communities.

HOST COMMUNITY: Means a city located within the seven-county metropolitan area, as defined in Minnesota Statutes, section 473.121, subdivision 2, that is the site of a waste disposal facility that meets the standards in Minnesota Statutes, section 473.849, that accepts unprocessed mixed municipal solid waste generated in the metropolitan area.

ELIGIBLE PROGRAM COSTS: Are Capital Costs.

CAPITAL COSTS: Means expenditures for the acquisition and betterment of public lands and buildings and for other publicly-owned capital improvements. Capital costs also include expenditures for pre-design, design, engineering and similar activities for specifically identified eligible projects. **Costs incurred before the grant award date are not eligible for payment.**

PROJECT AREA: Is the area chosen by the applicant to serve as the boundaries where development or redevelopment will take place as a result of the capital costs being expended. It is also the area in which the capital costs requested will occur. It is the area where job creation, job retention, tax base increases and all other economic benefits will be tracked and reported on throughout the life of the grant.

AWARDING GRANTS: DEED will award grants to projects that provide the highest return in public investment and meet all of the statutory requirements.

Grant Application - Tennessean Warning Notice
Minnesota Department of Employment and Economic Development (DEED)

Some data related to your grant application may be classified as private under Minnesota Statute 13.599. In order to collect and use this data, we must tell you why we need the data, how we intend to use it, and any consequences you may experience if you do or do not supply the information.

How we intend to use the data

The information you submit in connection with your grant application will be used to evaluate your grant application and, if you are selected for funding, to announce your award.

A Minnesota law prohibits state agencies from announcing grant awards before grant agreement negotiations are complete. If you are selected for funding, this document will allow DEED to announce your grant award on a preliminary basis while those negotiations are still pending.

Selected grantees will be notified before any announcements are made. Announcements typically include information such as a project description, the award amount, and the anticipated impact of grant funding. We may also include information from our evaluation process, including scores and ranks (if applicable).

We will never publicize your business plans, customer lists, income tax returns, design / market / feasibility studies, income and expense reports, or any other data classified as private or nonpublic under Minn. Stat. 13.591. Application data submitted by organizations that are not selected for grant funding will only be released upon request and as required by Minn. Stat. Chapter 13 or other applicable state/federal law.

Application or evaluation data may also be shared with any entity that has a legal right to the data under Minnesota or federal law, including under court order.

Consequences to you

You can refuse to supply any or all of the requested information, which you are not legally required to provide. However, failing to supply sufficient information may result in ineligibility for DEED grant programs.

For more information

- DEED Data Practices - www.deed.state.mn.us/privacy.htm
- Minnesota Data Practices Act - www.revisor.leg.state.mn.us/stats/13/
- Minnesota Department of Administration, Information Policy Analysis Division (IPAD) - www.ipad.state.mn.us/index.html

Individual's Acknowledgement

I have read and understand this notice.

- Name: Heather Rand, Community Development Director Signature: _____
- Date: April 25, 2023 _____



1st National Bank Building 332 Minnesota Street, Suite E200 St. Paul, MN 55101-1351

Host Community Economic Development Grant Application

Cover Page

Applicant (Host Community): City of Inver Grove Heights, MN

Head of Applicant Agency (e.g. Mayor): Mayor Brenda Dietrich

Applicant Address: City Hall, 8150 Barbara Avenue

City: Inver Grove Heights **Zip Code:** 55077

Please select your city category:

_____ Home Rule Charter _____ X Statutory City

For reference, please give the State Statute number which gives the applicant authority to carry out the activities for which you are requesting grant funds. Chapter 412. Statutory Cities

Project Contact for the Host Community: Heather Rand, Community Development Director

Phone: 651-450-2546

E-mail: hrand@ighmn.gov

Mailing Address:

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

Project Manager for this project from the Host Community, in the event of an award:

Heather Rand, Community Development Director, City of Inver Grove Heights MN

Project Manager's Phone & email: 651-450-2546 hrand@ighmn.gov

Application Author: Heather Rand

Author's Phone & email: 651-450-2546 hrand@ighmn.gov

PROJECT AREA INFORMATION

1. Name of Project Area: **North Concord Blvd & Dickman Trail, Inver Grove Heights**

Site Address: **6500 Block of Concord Boulevard to just south of 6179 Dickman Trail**

Project Area boundaries: **North: 65th Street E, East: Mississippi River, South: 6200 Block of Dickman Trail, West: Concord Boulevard**

City: **Inver Grove Heights** Zip Code: **55076**

Total Acreage of Project Area : **32 acres**

Minnesota Legislative District #: **53 B**

(Note: The Minnesota Legislature has a tool to look up legislative district numbers. You must have a precise address and know the zip code of the site. Go to:

<http://www.gis.leg.mn/OpenLayers/districts/>

2. Describe the current and future ownership of the parcels on which the capital costs are being requested.

Currently, there are 25 parcels of land in the project area with 32 acres of land. Of such, the city and its EDA have acquired 10 parcels that account for 13 acres of the project area. The city utilized DEED HCEP grant funds, county grant funds and city funds to make those land acquisitions from the public sector for the purpose of supporting future redevelopment in the project area.

There are still 15 parcels of land that are privately owned in the project area that are blighted or due to non-compatible land use are targeted for redevelopment. These 15 parcels of privately owned land account for 19 acres within the project area. Pending land assembly and site preparation for redevelopment which will include demolition of some existing buildings, site contamination investigation and clean up, the parcels will be marketed and sold likely via an RFP process for high density housing, neighborhood retail, and more than likely also some small business park development sites on Dickman Trail. Pending redevelopment, the redevelopment sites will generate property tax and job base growth for the area, and improve the quality of life for residents as existing neighborhood blight will be eliminated and a transition to more appropriate land uses adjacent to the Mississippi River, Concord Boulevard and Heritage Village Park will be advanced by the city.

MAPS AND SITE FEATURES

3. Attach an accurate and legible map of the project area that includes the proposed development or redevelopment project showing locations of prominent and relevant site

features such as major roadways, etc. (NOTE: maps shall include property boundaries, a north arrow and bar scale). The map(s) should show the following:

- a) The current condition of the project area including labeled structures.
- b) The proposed development or redevelopment of the project area including labeled structures; and
- c) Specifically, where and for what activities DEED money will apply.

Please see Attachment 3a for current condition maps that denote existing structures. All structures will eventually require demolition and removal to maximize redevelopment opportunities. A majority are blighted and/or would hinder redevelopment.

Please see Attachment 3b for redevelopment project area (within the purple outline). Pending securing of private sector developers, new concept plans with new structures and their values would be made available.

To answer 3c, the activities DEED money will be utilized for are due diligence for private parcel acquisition such as phase 1 and 2 or related environmental testing and studies, appraisals, and land parcel acquisition at and of one or more of the 15 private sector parcels of land within the project area.

4. Please provide current and historical photographs of the project if available. **Please see Attachment 4 for current pictures of site (available 4/25/23).**

HISTORY/CURRENT USE

5. Please attach a synopsis on the history and general background of the project area. This includes, but is not limited to, a description of the past and current uses of the project area, why development or redevelopment is being planned for the area and any other information that may be helpful in understanding the project area's current use.

Please see Attachment 5.

DEVELOPMENT OR REDEVELOPMENT PROJECT

6. Please attach a detailed narrative of the proposed development or redevelopment project planned for the project area. Please describe and define the project area, discuss the economic development that will be generated as a result of the project, the potential the project has to attract private investment to the area and how the community will benefit from the development or redevelopment project.

Please see Attachment 6.

ANALYSIS OF DEVELOPMENT OR REDEVELOPMENT PROJECT

7. Describe how this project will increase the property tax in the project area.

Combined property tax of the current 25 parcels located within the project area for taxes payable in 2023 is \$3,353,000. Post redevelopment, the city anticipates property tax would grow by a minimum projected total of 4 times the existing tax values payable or to \$13,412,000. The reason for this growth is that blighted properties will be transitions to new retail, housing and business park uses due to private sector investment and ownership, and the 10 parcels currently owned by the city/EDA will be part of such redevelopment which means they are placed back into private sector use, further adding to the tax base within the project area.

8. What is the projected increase in property taxes after final development or redevelopment in the project area? Project increase is 4x property tax collectionx payable in 2023 or \$10 million annually for the project area.
How was this figure determined? Projected utilizing Dakota County Assessor records and conservatively projecting.

JOB CREATION

9. Project the number of new jobs created in the project area after the proposed development or redevelopment of the project area. (Jobs that did not exist in Minnesota prior to development)

Total New Jobs: Conservatively project temporary construction jobs for structure demolition and then construction of retail, housing, and business park to be 100. Project a minimum of 25 new jobs to be created within the project area when full build out is complete.

11. What are the total costs of the development or redevelopment project expected in the project area?

We project the total costs of the redevelopment project to well exceed \$70 million for the project area.

How much investment is private? Project minimum of \$ 65 million
How much investment is public? Project \$ 5 million

2022 DEED HOST COMMUNITY ED GRANT PROJECT CAPITAL COSTS

12. Describe the capital costs planned for the project area.

Land acquisitions, ultra land surveys, phase I environmental study and sample testing, minor environmental abatement, the demolition, and disposal of existing buildings on parcels within the project area.

13. Total capital costs estimated for the public infrastructure project in 2023? \$300,000

14. How much money are you seeking from DEED? \$415,625
15. How much of the total capital costs will come from private sources? 0 in 2023
16. How much of the total capital costs will be paid from local, public dollars? \$300,000
17. Fill out the budget table below indicating the sources, uses, and amounts of **all** funds (including DEED requests.) that will be used for eligible capital costs as defined in this application.

Use of Funds (Capital costs)	Amount	Source of Funds	Date Funds Committed
Property Acquisition	\$651,625	DEED 2021 Host Community Economic Development Grant of \$415,625 and city of IGH funds of \$684,375	DEED and city funds to be committed on or before June 1, 2024.
Alta Survey	\$8,000	City/EDA	Before June 1, 2024
Phase I Enviro Study and Test Sampling of Buildings	\$6,000	City/EDA	Before June 1, 2024
Minor Environmental Abatement	\$10,000	City/EDA	Before June 1, 2024
Building Demolition	\$40,000	City/EDA	Before June 1, 2024
Total	\$715,625	DEED \$415,625 City/EDA \$300,000	Before June 1, 2024

PROJECT SCHEDULE

18. Provide a detailed project schedule outlining the individual tasks and schedules of the overall capital costs for the project including development or redevelopment tasks and activities necessary to complete the Project. Indicate on this form the capital costs for the individual tasks involved in the project and the expected completion date (month and year) of the activity. The last task on the project schedule should indicate the date upon which construction of the development or redevelopment will be complete.

SCHEDULED TASKS BY YEAR AND MONTH – NORTH CONCORD BLVD/DICKMAN TRL REDEVELOPMENT PROJECT

YEAR 2023													YEAR 2024												YEAR 2025 if land mass assembled												
TASK	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
ED Grant Award						x																															
rvey, Phase I and Environmental Testing							x	x	x																												
le Work and Legal view							x	x	x																												
quisition of Parcel									x	x	x																										
nor Enviro atement, Building molition and Debris moval										x	x	x						x	x	x																	
y Issue RFP to velopers											x	x																									
y Award RFP													x	x	X																						
veloper Apply for ID and Permits																				x	x	x	x														
nstruction Start																											x	x	x	x	x						
nstruction																												x	x	x	x	x	x	x	c		
onstruction mpletion/Ribbon tting																																				X	

19. Please list any factors which would change or delay this schedule.

DEED and/or other public funding shortfall may delay or change schedule. Project costs could grow depending on final land acquisition costs, environmental conditions of the site, and/or unexpected public infrastructure improvements to support redevelopment. The city will identify additional funding sources if project costs unexpectedly grow and will work with DEED staff to keep budget information and timeline current.

DEVELOPER/THIRD PARTY/COMPANY COMMITMENT

If there is a commitment from a developer or third party owner/tenant for the project area, please complete the following and attach a letter(s) of commitment.

17. Third Party/Company Name: N/A
Contact Person: _____
Title: _____
Phone Number (include area code): _____

If there is an **end-user** commitment, please complete the following:

18. Third Party/Company Name: N/A
Contact Person: _____
Title: _____
Phone Number (include area code): _____

VI. PAYMENT INFORMATION

Most grant payments take place through electronic funds transfer (EFT). To ensure proper payment, a Vendor Number assigned by Minnesota Management & Budget is required.

Financial Contact Person: Shannon Battles

Telephone Number or e-mail: 651-450-2488 sbattles@ighmn.gov

State of Minnesota Vendor Number: 0000197690

If a Minnesota Vendor Number does not exist, please supply:

Minnesota Identification Number: _____

and

Federal Employer Identification Number: 41-6005255

State Vendor info may be found at:

https://supplier.swift.state.mn.us/psp/fmssupap/SUPPLIER/ERP/h/?tab=SUP_GUEST

Vendor number conversions from the old system to the new SWIFT may be found at: -

<http://www.swift.state.mn.us/vendors>

VII. LOCAL GOVERNMENT RESOLUTION

See Attached Resolution from IGH City Council dated April 24, 2023.

3a

Dakota County, MN

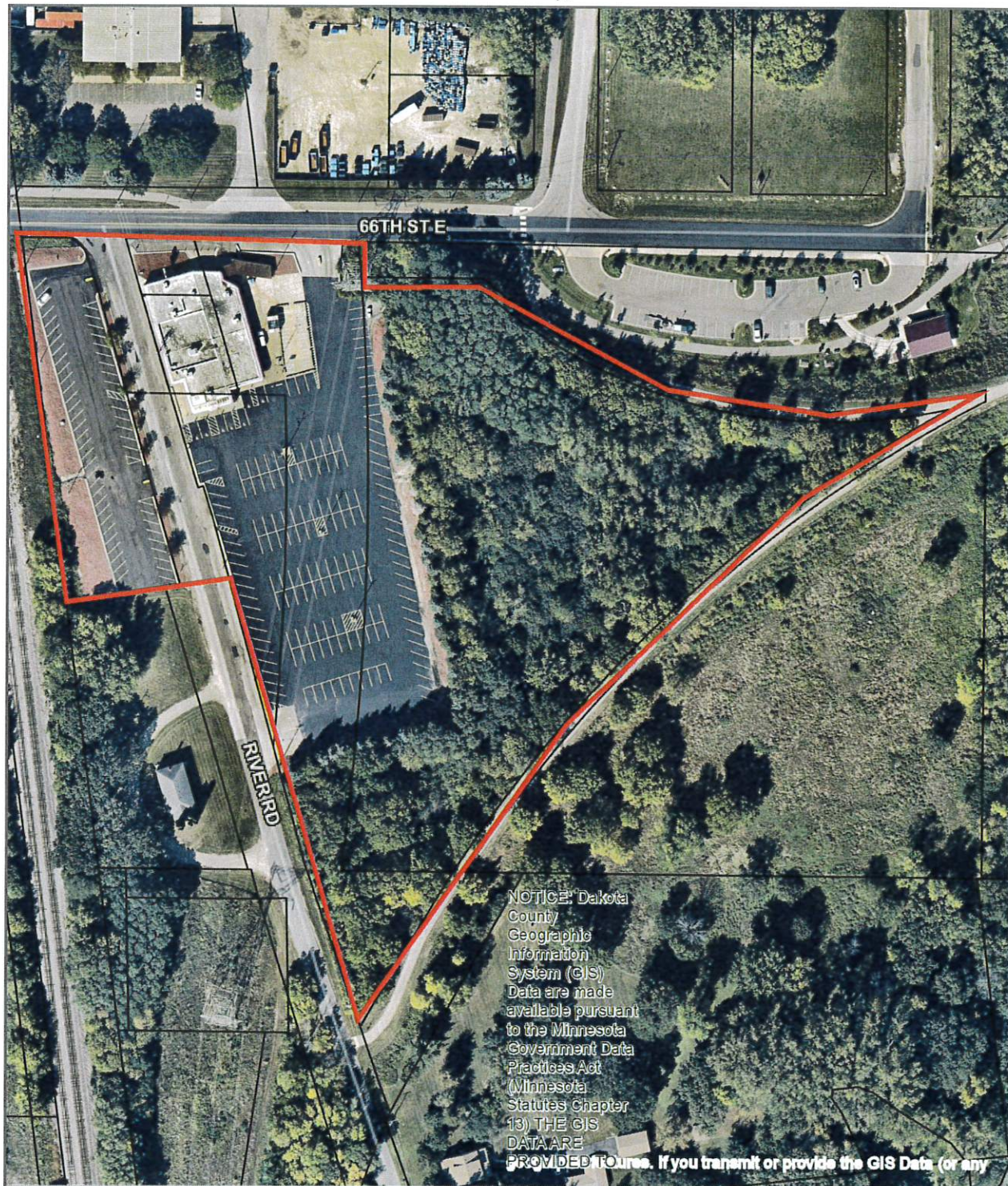


Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 150 feet
4/21/2023

Dakota County, MN

3a



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

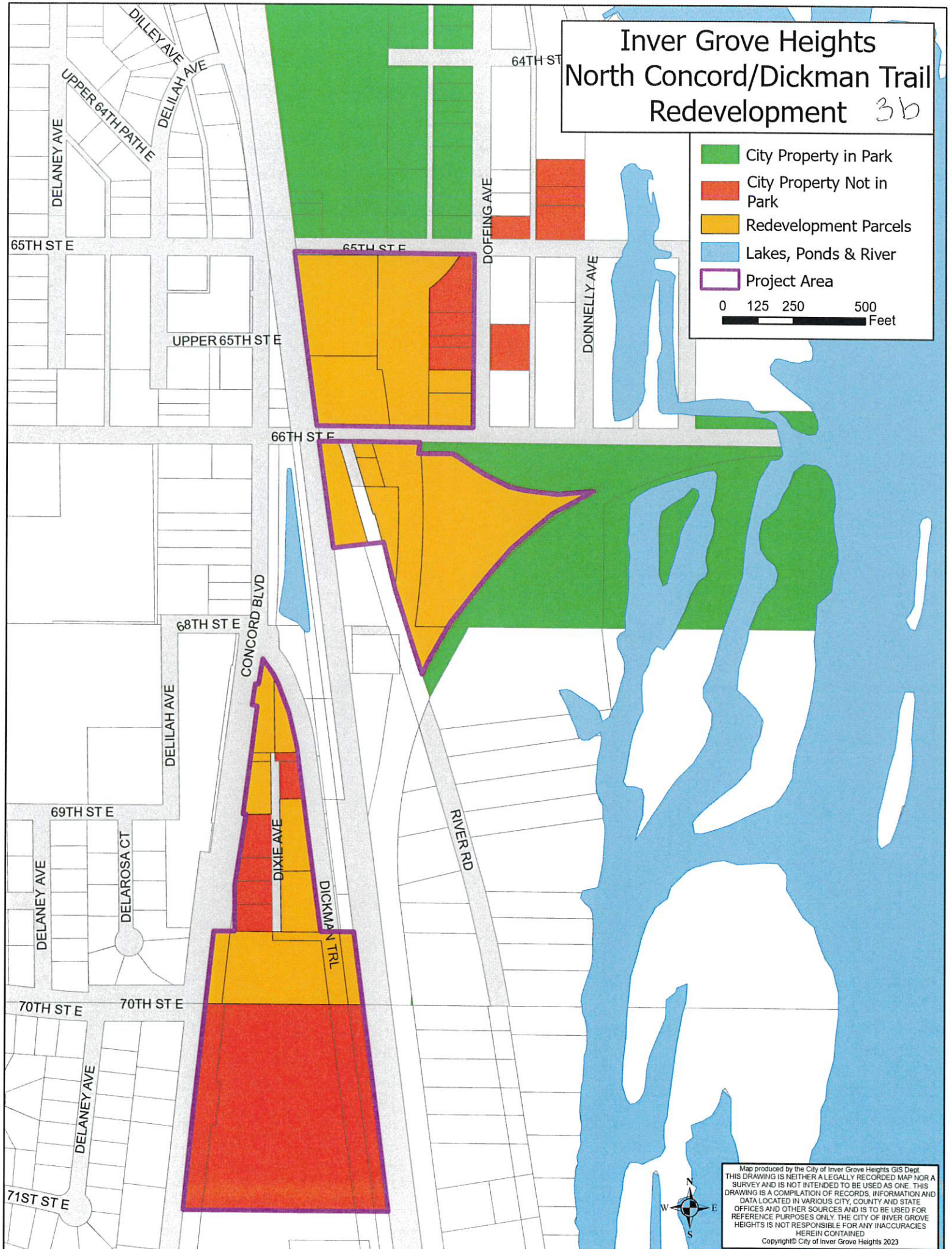
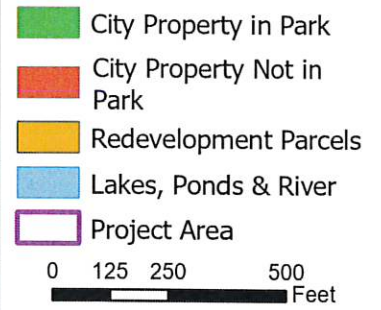
Map Scale
1 inch = 150 feet
4/21/2023



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 300 feet
4/21/2023

Inver Grove Heights North Concord/Dickman Trail Redevelopment 3b



Map produced by the City of Inver Grove Heights GIS Dept.
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Attachment 5, Synopsis of History and General Background Info for Site:

The North Concord Boulevard and Dickman Trail project area of the city of Inver Grove Heights had served as part of a larger railyard adjacent to the Mississippi River. Most tracks and the railroad maintenance and switch buildings (roundhouse) have since been demolished in the general project area now includes Republic Services offices for a waste hauling business and related services, the King of Diamonds, a retail business, two other blighted business sites (GS Trucking and McPhillips Co's, and a private residence. Over the last 20 years, the city acquired parcels within the project area for the purpose of land assembling for eventual sale to private sector developers that will construct additional retail, high density housing and other commercial/business park redevelopment. Presently, the city has acquired 10 parcels and aims to acquire an additional 15 privately owned parcels within the project area within the next 3-7 years. Total acres within the project site is 32 acres. Redevelopment would likely be grouped so that one master developer would be sought to develop the 7.86 acres of mixed use (retail/housing) on the 6500 Block of Concord, one developer would be sought to develop 7 acres of housing at the King of Diamonds site when it is available for sale, and one developer would be sought to develop a business park on the 17 acres in the Dickman Trail triangle when land assembled in the coming years. This will be a multi-year project to complete.

Attachment 6: Narrative of Redevelopment for North Concord Blvd & Dickman Trail Project Area

The redevelopment project has been long in the making and viewed as a critical step toward advancing private sector investment along this corridor of the Mississippi River in Minnesota. Most river cities have well-articulated riverfronts. The city of Inver Grove Heights had a railyard that has since been demolished, and as such, the city must take the necessary steps to encourage and guide new private sector investment and redevelopment in this section of the city that is presently experiencing blight. The economic benefits will be increased tax base, growth in jobs and hopefully some additional senior and/or workforce housing on the riverfront. We have spoken to private sector developers, and they have expressed some interest in the site, though it may have some development challenges such as contaminated soil, a nearby rail line and some overhead transmission lines. What the project area has going for it the proximity to the Mississippi river, its marinas, good transportation access on Concord Boulevard, Heritage Village Park, and trails. Recently, DEED Host Community Grant Funds has been utilized to invest in some park infrastructure adjacent to this project area. This redevelopment project is the next logical step for spurring the desired private sector investment and elimination of blight in the general area.



Request for Council Action

SUBJECT: **Revise 2023 Capital Improvement Plan for the Veteran's Memorial Community Center & Authorize Project Contracts**

MEETING DATE: April 24, 2023

ITEM TYPE: Regular Business

CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, revising the 2023 Veterans Memorial Community Center Capital Improvement Plan, and to authorize entering into contracts for select 2023 CIP projects, as identified below.

BACKGROUND

Last fall, the Council adopted a 2023 Capital Improvement Project Plan for the Veterans Memorial Community Center (VMCC), which included \$718,200 in capital improvements for the areas of aquatics, ice arena, custodial equipment, fitness, mechanical, and the Grove. As a part of the approved VMCC budget, a new capital fund was created where an annual allocation from the Host Community Fund would be deposited at the beginning of each year. This funding allows the City to manage long-range capital repairs and replacements for the VMCC.

During the 2023 budget process, cost estimates for the capital improvement projects were estimated figures provided by vendors in mid-June of 2022. However, as we have requested quoted pricing for the various CIP projects, costs have substantially increased, especially for many of the mechanical items on the project list. In several cases, the price has nearly doubled, specifically for the ice arena Munter's Unit and the two condensing units for the lobby/childcare area and fitness studio. Vendors have cited increased costs for materials, fuel, transportation and labor as the reason why unit costs have increased substantially. In addition, supply chain issues for specific components within each of these units have impacted availability. We are currently looking at 42-50 weeks for installation of all three of these units. There have been increases for the other project items as well, but not as substantial.

As a result, staff revised the current 2023 CIP projects to accomplish the highest priority needs for the VMCC while staying within the \$718,200 approved budget. Several items are proposed to be deferred to 2024 or beyond based on the ability to do continued maintenance through 2023 or combining projects in later years to get better pricing. Below is a summary of the VMCC divisions with the current approved CIP and the proposed revisions to the CIP.

Divison	Approved 2023 Capital Projects	Revised 2023 Capital Projects
---------	--------------------------------	-------------------------------

Aquatics	\$71,900	\$0
Ice Arena	\$72,000	\$123,900
Custodial Equipment	\$56,000	\$52,000
Fitness	\$95,000	\$75,000
Mechanical	\$249,500	\$426,500
Grove	\$173,800	\$40,800
Total	\$718,200	\$718,200

The table below provides additional detail on the proposed changes:

Project	Approved 2023 Capital Projects	Revised 2023 Capital Projects	Status
Aquatics			
Dive Pool 3 Meter Dive Board	\$6,900	Deferred	Deferred
Dive Pool 3 Meter Dive Board stand	\$25,000	Deferred	Deferred
Pool Log Feature	\$40,000	Deferred	Deferred
Ice Arena			
VMCC LED Lighting Arena	\$55,000	\$75,000	Contract Pending Council Approval
WiFi (Community Rooms/Building) 2nd Channel	\$17,000	\$11,900	Complete
Rekey Exterior Doorlocks	\$6,000	\$3,000	Complete
Replace Rusting Partitions in Arena Bathrooms	\$34,000	\$34,000	Contract Pending Council Approval
Custodial Equipment			
Autoscrubber - Walk Behind - Item # 5638415	\$7,000	\$7,000	Complete
Autoscrubber - Riding	\$16,000	\$25,000	Contract Pending Council Approval
Genie Gr-20 lift	\$20,000	\$20,000	Contract Pending Council Approval
Kiavac	\$13,000	Deferred	Deferred

Fitness			
Fitness Equipment	\$45,000	\$45,000	Waiting on Quotes
Paint - Both Levels	\$50,000	\$30,000	Waiting on Quotes
Mechanical			
Update Automation and AHU to Include Humidity Sensors	\$15,000	Deferred	Deferred
Munters Unit (Dehumidifier Unit)	\$125,000	\$230,000	Contract Pending Council Approval
Condensing Unit #5 (Lobby/Child Care, 20 yrs.)	\$45,000	\$72,000	Contract Pending Council Approval
Condensing Unit #7 (Fitness Ctr, 20 yrs)	\$50,000	\$100,000	Contract Pending Council Approval
Water Heater in Zamboni Room	\$16,500	\$24,500	Contract Pending Council Approval
ADA Door openers (7 total) Replacing 2 @ Door E	\$13,000	Deferred	Deferred
Grove			
Card Access	\$27,000	Deferred	Deferred
Doors/Frames	\$20,000	\$10,000	Complete
Locker Room - Lockers	\$110,000	Deferred	Deferred
Suit Spinners	\$6,800	\$10,800	Complete
Tables/Chairs (Lobby)	\$10,000	\$20,000	Waiting on Quotes
Total	\$718,800	\$718,200	

With this revised plan, staff requested quotes from several vendors for the projects listed above. Below are two quotes for each project where staff are seeking authorization to move forward with purchases or contracts. Attached are the lowest quotes for each item or project. The remaining outstanding projects will come before the Council at a later date when all quotes have been received.

Project	Low Bid Quote		2nd Quote	
	Price	Vender	Price	Vendor
Ice Arena				
VMCC LED Lighting Arena	\$72,556.11	Win Supply	\$168,250	Retrofit Companies

Replace Rusting Partitions in Arena Bathrooms	\$32,586.20	BMSI	\$59,106	Diversified Construction
Custodial Equipment				
Autoscrubber - Riding - Item # ADV56601626	\$24,118.15	TwinSource	\$25,620	Papco
Genie Gr-20 lift - Item SJ20	\$18,500	Titan Machinery - State Contract	Second quote not needed	
Mechanical				
Munters Unit (Dehumidifier Unit)	\$229,800	Owens Companies	\$277,146	Major Mechanical
Condensing Unit #5 (Lobby/Child Care, 20 yrs.)	\$72,000	Owens Companies	\$92,984	Major Mechanical
Condensing Unit #7 (Fitness Ctr, 20 yrs)	\$100,000	Owens Companies	\$118,125	Major Mechanical
Water Heater in Zamboni Room	\$24,700	BNPH	\$25,199	NASEFF Mechanical

FISCAL IMPACT

Approval of the proposed changes to the list of 2023 capital projects at the VMCC, will allow the City to remain within the total budget of \$718,200 for the year.

RECOMMENDATION

Staff recommends approval of the attached Resolution, revising the 2023 VMCC Capital Improvement Plan, and authorization to enter into contracts with the lowest bid quotes for 2023 CIP projects indicated in the table above.

ATTACHMENTS

1. Resolution - Approval of Revised 2023 VMCC CIP
2. VMCC - 2023 CIP Project Quotes for CC 4.24.2023

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE REVISED 2023 VETERANS MEMORIAL COMMUNITY CENTER
CAPITAL IMPROVEMENT PLAN**

WHEREAS, Council adopted a 2023 Capital Improvement Plan (CIP) Projects for the Veterans Memorial Community Center (VMCC), which included \$718,200 in capital improvements for the areas of aquatics, ice arena, custodial equipment, fitness, mechanical, and Grove.; and

WHEREAS, the City has received quoted pricing for the various CIP projects in early 2023 and has found costs have substantially increased for several projects, mainly mechanical items. In several cases, the price has nearly doubled, specifically for the ice arena Munter's Unit and the two condensing units for lobby/childcare and fitness studio. Vendors have cited increases in materials, fuel, transportation, and labor increases as to why unit costs have increased; and

WHEREAS, as a result, staff revised the current 2023 CIP projects to accomplish the highest priority needs for the VMCC while staying within the \$718,200 approved budget. Through that process several items were deferred to 2024 or beyond. Below is the revised CIP for the VMCC; and

Revised 2023 Capital Improvement Plan for VMCC:

Division	Cost
Aquatics	\$0
Ice Arena	\$123,900
Custodial Equipment	\$52,000
Fitness	\$75,000
Mechanical	\$426,500
Grove	\$40,800
Total	\$718,200

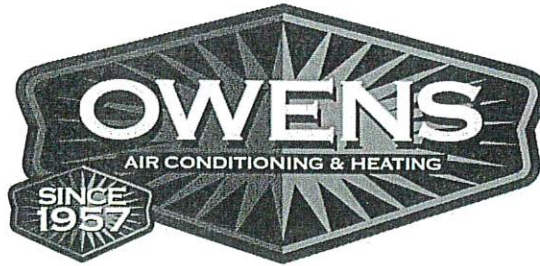
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, approves the revised 2023 Capital Improvement Plan for the Veterans Memorial Community as indicated above in the amount of \$718,200.

Adopted by the City Council of the City of Inver Grove Heights on this 24th day of April 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



March 13, 2023

Mr. Phil Stier
City Of Inver Grove Heights
8055 Barbara Avenue
Inver Grove Heights, MN 50777

SUBJECT: Replace Two McQuay Condensing Units # 5 and #7

P-2526

Dear Phil,

As per your request the following is a proposal to replace two (2) existing McQuay condensers, evaporator coils and refrigerant lines, as needed.

In order to rig in the three (3) evaporator coils we will need to remove a portion of the ATC in the corridor to allow for the dimensions of the coils. We will also be opening a section of the wall in the mechanical room to provide a rigging pathway. We include the demolition and re-installation of the ATC ceiling and wall in our pricing below.

We also include the following in our price:

- Freon recovery and disposal in both systems
- Demolition of ATC ceiling and mechanical room wall, as needed, for rigging of evaporator coils
- Demolition and removal of three evaporator coils
- Demolition and removal of two rooftop condensing units
- Provide and install refrigerant lines, refrigerant specialties, as needed
- Installation of two Trane units
- Installation of three evaporator coils
- Provide refrigerant for charge to manufacturers specifications
- Re-installation of ATC ceiling and mechanical room wall with one coat of drywall mud
- Electrical connections with new breakers, as needed
- Crane and rigging for rooftop condensers
- Permits
- Start-up and test

Owens Companies, Inc.

930 East 80th Street
Bloomington, MN 55420-1322
952-854-3800 Fax: 952-479-3651
owenscompanies.com

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Mr. Phil Stier
City Of Inver Grove Heights
March 13, 2023
Page Two

Total Price:

One Hundred Seventy-Two Thousand Dollars:\$ 172,000.00

NOTE: Xcel Rebates = \$ 12,610.00 / Back In A Check To Owner

Project Exclusions: Overtime labor, roofing, control work and connection to existing BMS, concrete cut and patch, painting, bond fees, fire protection, temporary services, and DBE.

Terms and Conditions

We are living in unprecedented times. Prices on equipment, piping, parts, and materials are fluctuating daily. Lead times on equipment and even repair parts and components are stretched out to weeks and months. Therefore, Owens is unable to guarantee this pricing unless approved upon receipt. The longer the time span until approval, the more likely there will be a price increase. For price stability, as well as material availability, Owen is urging all of our customers to not delay in work that is needed. Upon approval, Owens will confirm material pricing and lead times before proceeding.

The repair, correction, or modification of pre-existing HVAC and/or electrical deficiencies unless specifically detailed is not included. Any additional repairs found necessary during this work will be brought to your attention with the appropriate pricing before proceeding.

Owens requests a 25% down payment upon acceptance with progress payments to completion. Our terms are NET 15 DAYS from date of invoice. Please refer to our attached General Terms and Conditions.

Please feel free to reach out to me with any questions you may have regarding this project. My direct line is 952-703-5736. If you wish to proceed with this work, please sign, date, and return a copy to Owens Companies.

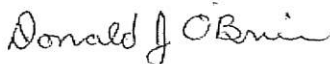
We look forward to working with you and are confident you will be pleased with the results.

Sincerely,

Accepted By:

OWENS COMPANIES, INC.

PURCHASER: CITY OF INVER GROVE HEIGHTS



Signature

Donald J. O'Brien
Vice President

Title

Date



GENERAL TERMS AND CONDITIONS

1. All orders are subject to approval by the Credit Department of the Seller.
2. A 1½% per month past due payment charge will be applied to all past due invoices.
3. Materials or equipment must not be returned except by prior written approval from Seller. Transportation charges must be prepaid. Items not defective are subject to a 20% restocking charge.
4. Seller calls for its workmanship against defect for thirty (30) days from date the work is completed unless other terms are agreed to in writing by Seller. During that period, Seller will correct the defect in workmanship without charge for labor. Warranty service does not include routine maintenance. Parts, materials, and equipment warranty is limited to the same warranty terms that Seller receives from the manufacturer. Seller shall not be liable for loss, damage, or injury caused by failure or delay in performing services when such failure or delay arises from causes beyond our control.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR LIABILITIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. Purchaser shall assume risk of loss or damage to equipment given by Seller on the date that such equipment is set in place on the job. Purchaser shall insure such equipment and all other work supplied by Seller under this project against loss or damage in an amount sufficient to protect the interests of Seller against ALL RISK of loss. Purchaser shall cause Seller to be added as a named insured on such insurance policy until final payment is made by Purchaser to Seller.
6. Purchaser understands and agrees that:
 - a. This Proposal does not include the detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment holding asbestos. In the event that Seller encounters any asbestos product or material in the course of performing its work, Seller shall have the right to discontinue its work and remove its employees from the project site, or that portion of the project site wherein such product or material was encountered, until such product or materials, and any hazards connected therewith are abated, encapsulated, or removed, and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work, and/or comply with its obligations under this Proposal.
 - b. Seller may rely upon Purchaser's representations and warranties concerning asbestos and Purchaser's compliance with Asbestos Evaluation Requirements. Any other site investigation requirements notwithstanding, Seller shall have no duty to name, detect, or evaluate asbestos.
 - c. To the extent allowed by law, Purchaser shall defend, indemnify, and hold Seller harmless for any and all penalties, actions, liabilities, and damages arising from or relating to asbestos at this project site, including without limitation: installation, disturbance, or removal of any product holding asbestos or violation of governmental regulations relating to asbestos. Purchaser releases Seller from all claims and liability relating to asbestos at this project site, including claims for subrogation.
7. All agreements are contingent upon strikes, fire, flood, accidents, or delays caused by circumstances beyond our control.

Seller agrees that it will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, disability, national origin, sex, member or activity in a local commission, sexual orientation, age, marital status, status about public aid or any other characteristic protected by law and will include a similar provision in subcontracts entered into for the performance hereof.



March 15, 2023

Mr. Phil Stier
City Of Inver Grove Heights
8055 Barbara Avenue
Inver Grove Heights, MN 50777

SUBJECT: Replace Rink Dehumidification Unit and Ducting

P-2528

Dear Phil,

As per your request the following is a budget price proposal to replace the existing package dehumidification unit and ducting as follows.

We have included in our pricing a unit of like size and capacity. The existing unit is sized for two sheets of ice, as per the manufacture. In addition to replacing the unit we are including new galvanized supply and return ducting from the new unit to the wall penetrations. This ducting will be installed with an R12 insulation board with foil cover, venture clad covering for insulation sealed watertight.

We also include the following in our price:

- Freon recovery and disposal
- Demolition and disposal of the existing exterior sheet metal supply and return ducting
- Demolition and disposal of the existing dehumidification unit
- Provide and install new gas regulator and connect to existing gas line
- Installation of CDI DH-160 desiccant dehumidification unit. Nominal 144 LBS/HR moisture removal, DDC control package, 12,000 CFM, Direct fired activation in air stream
- New sheet metal supply and return ducting as listed above
- Reinstallation of ATC ceiling and mechanical room wall with one coat of drywall mud
- Electrical connections
- Crane and rigging
- Permits
- Start-up and test

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Mr. Phil Stier
City Of Inver Grove Heights
March 15, 2023
Page Two

Total Budget Price:

Two Hundred Twenty-Nine Thousand Eight Hundred Dollars:.....\$ 229,800.00

**** Option:**

For ventilation purge system with outside air damper and controls:

Add:.....\$ 47,000.00

**** Note:**

This is a budget proposal / actual cost could be less

Project Exclusions: Overtime labor, roofing, control work and connection to existing BMS, concrete cut and patch, painting, bond fees, fire protection, temporary services, and DBE.

Terms and Conditions

We are living in unprecedented times. Prices on equipment, piping, parts, and materials are fluctuating daily. Lead times on equipment and even repair parts and components are stretched out to weeks and months. Therefore, Owens is unable to guarantee this pricing unless approved upon receipt. The longer the time span until approval, the more likely there will be a price increase. For price stability, as well as material availability, Owen is urging all of our customers to not delay in work that is needed. Upon approval, Owens will confirm material pricing and lead times before proceeding.

The repair, correction, or modification of pre-existing HVAC and/or electrical deficiencies unless specifically detailed is not included. Any additional repairs found necessary during this work will be brought to your attention with the appropriate pricing before proceeding.

Owens requests a 25% down payment upon acceptance with progress payments to completion. Our terms are NET 15 DAYS from date of invoice. Please refer to our attached General Terms and Conditions.

Please feel free to reach out to me with any questions you may have regarding this project. My direct line is 952-703-5736. If you wish to proceed with this work, please sign, date, and return a copy to Owens Companies.

Mr. Phil Stier
City Of Inver Grove Heights
March 15, 2023
Page Three

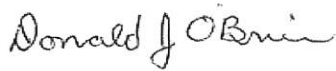
We look forward to working with you and are confident you will be pleased with the results.

Sincerely,

Accepted By:

OWENS COMPANIES, INC.

PURCHASER: **CITY OF INVER GROVE HEIGHTS**



Signature

Donald J. O'Brien
Vice President

Title

Date



GENERAL TERMS AND CONDITIONS

1. All orders are subject to approval by the Credit Department of the Seller.
2. A 1½% per month past due payment charge will be applied to all past due invoices.
3. Materials or equipment must not be returned except by prior written approval from Seller. Transportation charges must be prepaid. Items not defective are subject to a 20% restocking charge.
4. Seller calls for its workmanship against defect for thirty (30) days from date the work is completed unless other terms are agreed to in writing by Seller. During that period, Seller will correct the defect in workmanship without charge for labor. Warranty service does not include routine maintenance. Parts, materials, and equipment warranty is limited to the same warranty terms that Seller receives from the manufacturer. Seller shall not be liable for loss, damage, or injury caused by failure or delay in performing services when such failure or delay arises from causes beyond our control.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR LIABILITIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. Purchaser shall assume risk of loss or damage to equipment given by Seller on the date that such equipment is set in place on the job. Purchaser shall insure such equipment and all other work supplied by Seller under this project against loss or damage in an amount sufficient to protect the interests of Seller against ALL RISK of loss. Purchaser shall cause Seller to be added as a named insured on such insurance policy until final payment is made by Purchaser to Seller.
6. Purchaser understands and agrees that:
 - a. This Proposal does not include the detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment holding asbestos. In the event that Seller encounters any asbestos product or material in the course of performing its work, Seller shall have the right to discontinue its work and remove its employees from the project site, or that portion of the project site wherein such product or material was encountered, until such product or materials, and any hazards connected therewith are abated, encapsulated, or removed, and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work, and/or comply with its obligations under this Proposal.
 - b. Seller may rely upon Purchaser's representations and warranties concerning asbestos and Purchaser's compliance with Asbestos Evaluation Requirements. Any other site investigation requirements notwithstanding, Seller shall have no duty to name, detect, or evaluate asbestos.
 - c. To the extent allowed by law, Purchaser shall defend, indemnify, and hold Seller harmless for any and all penalties, actions, liabilities, and damages arising from or relating to asbestos at this project site, including without limitation: installation, disturbance, or removal of any product holding asbestos or violation of governmental regulations relating to asbestos. Purchaser releases Seller from all claims and liability relating to asbestos at this project site, including claims for subrogation.
7. All agreements are contingent upon strikes, fire, flood, accidents, or delays caused by circumstances beyond our control.

Seller agrees that it will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, disability, national origin, sex, member or activity in a local commission, sexual orientation, age, marital status, status about public aid or any other characteristic protected by law and will include a similar provision in subcontracts entered into for the performance hereof.

Phillip Stier

From: Troy <troy@twinsourcesupply.com>
Sent: Monday, January 9, 2023 1:29 PM
To: Phillip Stier
Subject: RE: Floor Scrubber Quote
Attachments: L3349V-Shovelnose-FS-JPJECOM.pdf; Viper-AS710R-AS850R-Brochure-JNOLUPS.pdf; AS5160-brochure-JHCNONM.pdf

Phil

Here are the other options for the machines I quoted below. I also included the wet dry vacuum for you, all of the spec sheets are attached.

SN18WD 18-Gallon Viper Shovelnose Wet/Dry Vacuum \$918.95

50000318 AS710R Viper 28" Riding Floor Scrubber with AGM Maint/Free Batteries \$15,160.00

56384815 AS5160T Viper 20" 16 Gallon Transaxle Drive Floor Scrubber with AGM Maint/Free Batteries \$6,440.00

Let me know if you have any questions.

Thanks!

Troy Woodis
6820 Shingle Creek Parkway
Brooklyn Center, MN 55430
Office 763-585-1086
www.twinsource.com

TwinSource

From: Troy <troy@twinsourcesupply.com>
Sent: Wednesday, January 4, 2023 10:55 AM
To: 'Phillip Stier' <pstier@ighmn.gov>
Subject: Floor Scrubber Quote

Phil

Here is the pricing for the two machines you requested. The spec sheet for both is attached.

ADV56601626 Advance Advenger X2805D Riding Floor Scrubber With onboard Charger & AGM/Maintenance Free Batteries. \$24,118.15
Comes With Pad Holder.

Customer Inver Grove Heights Parks and Rec
Contact Phil Stier, Operations and Maintenance Supervisor
651-450-2469, pstier@ighmn.com



Project #1 Main Ice Arena, Practice Ice Arena, Team rooms and light above stands

Scope replace existing fixtures in main and replace and add fixtures to practice rink (FC = 70-90 per Class 3) (5K)
Replace all 4' bulbs with LED ballast bypass bulbs in both rink areas including locker rooms and hallways; 300 bulbs total (5K)
Light Difusers; (31) 4'
Light Diffuser (15) 8'
Clips for Difusser

Main rink 48 Satco UFO High bays (blk) changed to 240W 5K
Practice Rink 48 Satco UFO High bays (blk) changed to 240W 5K
Cages for UFOs (96)
Male Plug (Main Rink Only) (48)
Female Connector (Main Rink Only) (48)
MC Cable (practice rink) 10ft per fixture - 12/2 solid with ground (2 rolls of 250)

Price for project \$35,937.90

Will need access to scissor lift for install at all locations

Project #2 Fire Station

Scope Replace all lighting from garage bay, cans, updowns, bathroom and bulbs
Replace 36 existing 8' fluorescent fixtures with new LED 8' fixture 5K
Replace (12) existing 4" fluorescent fixtures with new LED 4' fixture
Replace (13) 6" cans with new 6" LED wafer color selectable (res down light)
Replace (2) 8" cans with new 8" LED wafer color selectable (com down light)
Replace (29) 10" cans with new 10" LED wafer color selectable (com down light) (using 8 inch light with 10 inch ring)
(29) 10 inch ring
Replace Vanity lights with new LED vanity lights; (2) 2'
Replace Vanity lights with new LED vanity lights; (2) 3'
Replace Vanity lights with new LED vanity lights; (1) 4'
Replace Vanity lights with new LED vanity lights; (2) 6'
Replace (2) LED up/down lights
Replace LED A19 bulbs (4) - 4000k
Install slim profile "Blink" 2' wall fixture by stairs
Replace all 4' bulbs with LED ballast bypass bulbs; (141) bulbs total (14watt)

Price for project \$21,432.09

Will need access to scissor lift for install at all locations

Project #3 Salt bay and Cold Storage

Scope take down and replace existing fixtures with Satco UFO High Bays (5K)
Replace Metal Halide lights in salt/sand storage building; 28 total Changed to 240W 5K with sensors
Replace Metal Halide lights dry storage building; 28 total Changed to 240W 5K with sensors
sensor (56)
two handheld remotes
Replace LED Ballast bypass bulbs under catwalk; 14 total

Price for project \$13,639.25

Will need access to scissor lift for install at all locations

Project #4 Police Garage Bay

Scope Replace Existing Fluorescent bulbs with new LED ballast bypass bulbs
34 bulbs

Price for project \$1,122.13

Will need access to scissor lift for install at all locations

Project #5 Entry way for the Grove, Aquatic pools, 3 locker rooms, hallways and work out center/track.

Scope Replace can lighting
Install new 6" LED retrofit wafer trims in place of the existing 6" recessed cans, 58 total
(Hallway between rinks and grove entrance area)
Install new 8" LED retrofit wafer trims in place of the existing 8" recessed cans, 8 total - Outside doors

4' ballast bypass - (Pools)
LED recessed Can trip replacements (entrance and hallways and through locker rooms)
8' ballast bypass (hallway and athletic area)

Price for project \$36,618.21

Will need access to scissor lift for install at all locations

Total Cost \$108,749.58

Sean Mortensen

Winsupply Lakeville - Electric

Mobile: 612-300-3468; Email: smortensen@winsupplyinc.com



BUILDING MATERIAL SUPPLY, INC.
4555 West 77th Street
Edina, MN 55435
763-252-5555 Phone

Estimate

Date	Estimate #
03/17/2023	71891

Name / Address
City of Inver Grove Heights 8055 Barbara Ave Inver Grove Heights, MN 55077 Att: Phil Stier pstier@ighmn.gov

Ship To
City of Inver Grove Heights 8055 Barbara Ave Inver Grove Heights, MN 55077 Att: Phil Stier (651) 450-2469

PROJECT	Rep
	MF

Item	Description	Qty	Total
NI-TOILET PARTL...	(21) Stalls (5) Urinal Screens, Solid Plastic, Floor Mount Overhead Braced (Includes Freight)	1	24,586.20T
LABOR	Installation of (21) Stalls & (5) U/S	1	8,000.00

QUOTE IS VALID FOR 30 DAYS

Subtotal \$32,586.20

Sales Tax (0.0%) \$0.00

Total \$32,586.20

SIGN IF ACCEPTED _____



7012 6th St. N.
Oakdale MN 55128
(651) 738-9354

MRohrer@brucenelsonph.com

Estimate

ESTIMATE #	1011414159
DATE	
PO #	

CUSTOMER
Veterans Memorial Community Center 8055 Barbara Avenue Inver Grove Heights, MN 55077

SERVICE LOCATION
Veterans Memorial Community Center 8055 Barbara Avenue Inver Grove Heights, MN 55077

DESCRIPTION	Location of Work: Zamboni Room Provide & Install the Following: 1 - Commercial AO Smith BTR400, 100 gallon, 390,000 BTU Water Heater • Deliver new water heater • Install water heater to the right of the existing two water heaters on existing overhead racking • Pipe the new water heater into the existing system first in last out • Pipe venting of new water heater to existing vent above water heater • Pipe gas piping to existing gas piping • Install valves at the new water heater for isolation • Re-route existing expansion tank to new location (Location TBD) • Fill, test, and start up system • Use fork lift and scissor lift provided by Veterans Memorial for installation of new water heater Plumbing Permit & Inspection Excludes: • Electrical Modifications for 3rd Water Heater if Required • Fork lift and scissor lift rental
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Estimate			
Description	Qty	Rate	Total
Commercial Water Heater Installation	1.00	\$22,600.00	\$22,600.00
Option: Replacement of Calcified 1 1/2" Copper Water Piping Located Below Existing Two Commercial Water Heaters	1.00	\$2,100.00	\$2,100.00

CUSTOMER MESSAGE

Estimate Total:

\$24,700.00